



CITY OF COLTON

City Hall

650 N. La Cadena Drive
Colton, CA 92324

Website: www.ci.colton.ca.us

Mayor Richard A. DeLaRosa

Council Members:

David J. Toro – District 1

Summer Zamora Jorin – District 2

Frank J. Navarro – District 3

Dr. Luis S. González – District 4

Deirdre H. Bennett – District 5

Isaac T. Suchil – District 6

City Treasurer Aurelio De La Torre

City Manager William R. Smith

City Attorney Carlos Campos

City Clerk Carolina R. Padilla

AGENDA

CITY COUNCIL/SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY FOR THE CITY OF COLTON/COLTON UTILITY AUTHORITY/COLTON PUBLIC FINANCING AUTHORITY/COLTON HOUSING AUTHORITY REGULAR MEETING

TUESDAY, JANUARY 19, 2016 - 5:00 P.M.

COUNCIL CHAMBERS

CLOSED SESSION – 5:00 P.M.

CLOSED SESSION CALLED TO ORDER

ROLL CALL

PUBLIC COMMENT

Limit 5 Minutes

This is the portion of the meeting specifically set aside to invite your comments regarding Closed Session items; however, any matter that requires action will be referred to staff for investigation and report at a subsequent Council meeting. The Council is prohibited by law from discussing or taking immediate action on items during this public comment period.

Persons desiring to submit paperwork to the City Council Members shall provide copy of any paperwork to the City Clerk for the Official Record.

Speakers will be limited to 5 minutes; provided, however, that the presiding officer shall have certain discretion to extend or limit time as provided for in the City Council Manual of Procedure.

-
- A. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
City of Colton v. San Bernardino Associated Governments, et al.
San Bernardino Superior Court, Case No. CIVDS 1417765

- B. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to Government Code Section 54956.8
Property APN: 0161-221-21
Negotiating Parties: Bill Smith, City Manager; Mark Tomich, Development Services Director; Arthur Morgan, Economic Development Manager; Carlos Campos, City Attorney
Under Negotiation: Price and Terms of Purchase
- C. CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to Government Code Section 54957.6
Agency Designated Representatives: City Manager / Human Resources Manager
Employee Groups: General Unit, Mid-Manager Unit, IBEW Electric and Water/Wastewater, Colton Police Officers Association, Colton Police Dispatchers Association, Colton Fire Association, Confidential Group, Executive Group
- D. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant Exposure to Litigation, Pursuant to Government Code Section 54956.9(d)(2)
One (1) potential case, Charles McCann, Claim No. 14552757
- E. CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to Government Code Section 54957.6
Agency designated representatives: City Manager / Human Resources Manager
Employee Group: Colton Fire Association

CITY ATTORNEY ORAL REPORT ON CLOSED SESSION ACTIONS

RULES OF DECORUM

To help conduct the business of the City Council in an orderly fashion, the City Council has adopted rules pertaining to decorum and order, as provided for in the City Council Manual of Procedure. The City Council will strictly enforce these rules in order to allow full expression of ideas and opinions by councilmembers, staff and the public. Generally, the City's rules of decorum prohibit comments or actions which willfully disrupt the meeting. All remarks and questions shall be addressed to the Council as a whole and not to any particular member. No individual Councilmember or member of the City staff shall be questioned without first obtaining permission from the Presiding Officer. The City Council asks that all persons - including councilmembers, staff and the public - act and speak respectfully.

OPEN SESSION

6:00 P.M.

OPEN SESSION CALLED TO ORDER

INVOCATION – Pastor Jonathon Florez, First Assembly of God

FLAG SALUTE

ROLL CALL

CEREMONIAL MATTERS *Presentations, Awards, Proclamations*

MAYOR AND COUNCIL ITEMS

GIFT DISCLOSURES

Prior to rendering a decision in any proceeding involving a license, permit, contract or other entitlement pending before the city council, any council member who has received been promised a gift or gifts aggregating \$50.00 or more in value within the preceding twelve months from a party or participant in the proceeding shall disclose that fact either orally or in writing during open session. This disclosure shall be made part of the official public record of the proceeding, either as part of the minutes of the meeting or as a separate writing filed with the city. (CMC Section 2.04.030)

AB 1234 ORAL REPORTS

Members of the city council shall provide brief reports on meetings attended at the expense of the city. (GC Section 53232.3(d))

MAYOR AND COUNCIL INFORMATIONAL ITEMS

It is intended that the following subject matters and their attachments are submitted to the Mayor and Council for informational purposes only. No action is required with regard to these items in the form of a receive-and-file motion or otherwise. City Council may inquire of staff as to any questions or seek clarifications, but no discussion may ensue other than to place an item on a subsequent agenda for further consideration. In such situations where permissible levels of discussion are conducted, Council Members are reminded that staff has not presented the related contractor and interested parties conflicts of interest disclosures that are typically provided for agenda items for which action is intended to occur. Additionally, questions may arise as to negotiation strategies or other legal issues which are more appropriately addressed in a closed session discussion.

- Discussion and possible direction to initiate appointing youth commissioners to all city boards and commissions, in accordance with CMC 2.30.020: Composition of Commissions and Committees. (Oral Report by Council Member, Dr. Luis S. Gonzalez)

APPOINTMENTS

- Appointment of Mayor Pro Tempore for 2016.

PUBLIC COMMENT

Limit 5 Minutes

This is the portion of the meeting specifically set aside to invite your comments regarding Consent Calendar items and any matters within the jurisdiction of the City Council; however, any matter that requires action will be referred to staff for investigation and report at a subsequent Council meeting. The Council is prohibited by law from discussing or taking immediate action on items during this public comment period.

Persons desiring to submit paperwork to the City Council Members shall provide copy of any paperwork to the City Clerk for the Official Record.

Speakers will be limited to 5 minutes; provided, however, that the presiding officer shall have certain discretion to extend or limit time as provided for in the City Council Manual of Procedure.

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered by the City Council to be routine and will all be enacted by one motion. There will be no separate discussion of these items prior to the time the City Council votes on the motion, unless councilmembers, staff or the public request that specific items be discussed and/or removed for separate discussions or action.

- (1) Minutes – Approval of Minutes for the City Council Regular Meeting Held January 05, 2015 on File in the Office of the City Clerk. [City Clerk Padilla]

- (2) Warrants – Approve U.S. Bank vouchers dated 12/30/15 and totaling \$25,459.97; voucher numbers 153345 to 153507 dated 12/23/2015 and totaling \$863,727.21; voucher numbers 153508 to 153590 dated 12/30/2015 and totaling \$1,814,817.58, less voided checks totaling \$3,058.16; a payroll disbursement listing for the period 11/21/2015 to 12/04/2015 and totaling \$775,729.75; a payroll disbursement listing for the period 12/05/2015 to 12/18/2015 and totaling \$729,370.37; and a payroll disbursement listing for the period 12/19/2015 to 01/01/2016 and totaling \$863,875.75., on file in the Finance Department. [Staff Person: A. Agramonte]
- (3) Second Reading of Ordinance No. O-01-16 – Waive Full Reading and Pass Second Reading of Ordinance No. O-01-16, amending portions of Chapter 18.48.130 of the Colton Municipal Code to prohibit marijuana cultivation within the City of Colton, **ORDINANCE NO. O-01-16**. [Staff Person: M. Tomich]
- (4) International Swap and Derivative Agreement (ISDA) – Approve and adopt Resolution No. R-03-16, authorizing Utility Director to execute the International Swap and Derivative Agreement (ISDA) between the City of Colton and Shell Energy Trading and Risk Management, LLC (STRM), **RESOLUTION NO. R-03-16**. [Staff Person: D. Kolk]
- (5) Rialto Unified School District Participation in City of Colton Rebate Program – Authorize the payment of \$21,624 in rebate funds to the Rialto Unified School District for their participation in City rebate programs. [Staff Person: D. Kolk]
- (6) Third Amendment to Professional Services Agreement with Krieger and Stewart – Authorize the City Manager to execute the third amendment to the Professional Services Agreement with Krieger and Stewart Engineering Consultants for additional work for the design of the Pressure Relief Valve Project in the amount of \$39,900. [Staff Person: D. Kolk]
- (7) Investment Policy – Approve and adopt Resolution No. R-05-16 delegating to the City Treasurer the authority to invest and reinvest funds for the City and to sell and exchange securities; and approve the Investment Policy for the City of Colton, **RESOLUTION NO. R-05-16**. [City Treasurer DeLaTorre]
- (8) Temporary Hiring Freeze – Approve and Adopt Resolution No. R-06-16, implementing a temporary hiring freeze for all regular, full-time City positions, **RESOLUTION NO. R-06-16**. [Staff: B. Smith]

PUBLIC HEARINGS

To speak on public hearing items, it is requested that you obtain a card from the City Clerk and complete it by noting the agenda item number, as well as whether you are in favor, opposition or neither, and give it to the City Clerk. The applicant will be allowed 5 minutes to address the Council and all other persons will be allowed 3 minutes; provided, however, that the presiding officer shall have certain discretion to extend or limit time as provided for in the City Council Manual of Procedure.

- (9) Proposed Rate Increases to Water Service Fees [Staff Person: D. Kolk]

TIME AND PLACE FIXED TO CONSIDER A PUBLIC HEARING REGARDING PROPOSED RATE INCREASES TO WATER SERVICE FEES.

This item will not be heard tonight, it will be re-noticed for a later date.

(10) Water Efficient Landscape Ordinance [Staff Person: M. Tomich]

TIME AND PLACE FIXED TO CONSIDER A PUBLIC HEARING TO WAIVE FULL READING AND PASS SECOND READING OF ORDINANCE NO. O-12-15, WHICH REVISES CITY OF COLTON MUNICIPAL CODE CHAPTER 13.30 TO REFLECT UPDATES MADE TO THE STATE'S MODEL FOR THE WATER EFFICIENT LANDSCAPE ORDINANCE.

Mayor announces the Public Hearing open.

City Clerk submits the Affidavit of Publication and reports on protests or objections thereto.

Staff Presentation.

Public Comment.

After hearing public comment, on motion by Councilmember _____, seconded by Councilmember _____, the Public Hearing is terminated.

Consider: Waive full reading and pass second reading of **ORDINANCE NO. O-12-15**.

MOTION _____ SECOND _____

BUSINESS ITEMS

- (11) Amending Title 5 of the Colton Municipal Code (Business Licenses & Regulations) - Waive Further Reading, Read by Title Only and Introduce Ordinance No. O-03-16, an Ordinance of the City Council of the City of Colton adding Chapter 5.14 regarding Mobile Food Vehicles, adding Chapter 5.15 regarding House Numbers on Curbs, amending Chapter 5.16 regarding Peddlers, Solicitors and Canvassers, and amending Chapter 5.24 regarding Massage Parlors and Massage Technicians, all to Title 5 of the Colton Municipal Code, ORDINANCE NO. O-03-16. [Staff Person: M. Tomich] [unfinished business: Item #7, 12/01/15 agenda]

MAYOR AND COUNCIL ORAL REPORTS AND COMMENTS

CITY MANAGER'S REPORTS

- (12) Report on El Niño preparation.
- (13) Update on County "Point in Time" Homelessness Count.

ADJOURNMENT

POSTING STATEMENT:

I, Sabdi Sanchez, Chief Deputy City Clerk or my designee, hereby certify that a true and correct, accurate copy of the foregoing agenda was posted Thursday, January 14, 2016, at least seventy-two (72) hours prior to the meeting per Government Code 54954.2, at the following locations:

City of Colton City Hall 650 N. La Cadena Drive
City of Colton Website, www.ci.colton.ca.us

PROCEDURES FOR ADDRESSING CITY COUNCIL

For the Official Record, it is requested that you obtain a card from the City Clerk and complete it by noting a specific item number on the Agenda, if applicable, or you can identify the subject that you wish to address under the Public Comment portion of the Agenda. The City Council encourages public input on all City issues within the Rules of Decorum. Speakers will be limited to the time periods provided on the Agenda; provided, however, that the presiding officer shall have certain discretion to extend or limit time as provided for in the City Council Manual of Procedure.

RULES OF DECORUM

To help conduct the business of the City Council in an orderly fashion, the City Council has adopted rules pertaining to decorum and order, as provided for in the City Council Manual of Procedure. The City Council will strictly enforce these rules in order to allow full expression of ideas and opinions by councilmembers, staff and the public. Generally, the City's rules of decorum prohibit comments or actions which willfully disrupt the meeting. All remarks and questions shall be addressed to the Council as a whole and not to any particular member. No individual Councilmember or member of the City staff shall be questioned without first obtaining permission from the Presiding Officer. The City Council asks that all persons - including councilmembers, staff and the public - act and speak respectfully.

NOTICE TO PUBLIC

Staff reports or other written documentation relating to each item referred to, on the Agenda, are available for public inspection at the following locations: Office of the City Clerk, 650 N. La Cadena Drive, Colton, CA; City of Colton Public Library, 656 9th St., Colton, CA; or the City of Colton Internet Website, www.ci.colton.ca.us. Any person having questions concerning any item on the Agenda may call the City Clerk at 370-5191 to make inquiry concerning the nature of the item described on the Agenda. The City Clerk shall direct inquiries to the appropriate office.

All matters listed under the Consent Calendar are considered by the City Council to be routine and will all be enacted by one motion. There will be no separate discussion of these items prior to the time the City Council votes on the motion, unless councilmembers, staff or the public request that specific items be discussed and/or removed for separate discussions or action.

In compliance with the American with Disabilities Act, if you need special assistance to participate in a City Meeting, please contact the City Clerk's Office at 909-370-5001. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

LEGAL CHALLENGES

If you challenge in court any discussion or action taken concerning an item on this Agenda, you may be limited to raising only those issues you or someone else raised during the meeting or in written correspondence delivered to the City at or prior to the City's consideration of the item at the meeting.

MANUAL OF PROCEDURE

The City Council adopted its Manual of Procedure pursuant to Resolution No. R-150-07; Amended by Minute Action on December 2, 2014 and adopted by Resolution No. R-03-15 on January 20, 2015. Copies are available in the Office of the City Clerk.



STAFF REPORT

DATE: JANUARY 19, 2016
 TO: HONORABLE MEMBERS OF THE CITY COUNCIL
 FROM: RICHARD A. DELAROSA, MAYOR *Richard A. Delarosa*
 PREPARED BY: ADELFA FLORES, EXEC. ADMINISTRATOR TO MAYOR & COUNCIL *Adelfa Flores*
 SUBJECT: MAYOR PRO TEMPORE APPOINTMENT 2016

RECOMMENDED ACTION

It is recommended that the City Council appoint a Council Member to serve as Mayor Pro Tempore for a one year term, commencing January 2016 and ending January 2017.

BACKGROUND

Since January 2003, the Colton City Council has procedurally appointed one of their Council colleagues to serve a one year term as Mayor Pro Tempore. This appointment is routinely done at the first meeting in January. The new term is from January 2016 through January 2017. Below, is a list of Council Members previously appointed to serve as Mayor Pro Tempore.

2015	Frank Navarro	Dist. 3
2014	Isaac Suchil	Dist. 6
2013	David Toro	Dist. 1
2012	Frank Gonzales	Dist. 2
2011	Deirdre Bennett	Dist. 5
2010	David Toro	Dist. 1
2009	Susan Oliva	Dist. 4
2008	John Mitchell	Dist. 5
2007	Isaac Suchil	Dist. 6
2006	John Mitchell	Dist. 5

ISSUES/ANALYSIS

During this one year appointment, in case of the Mayor's absence due to extended travel, disability, death or other unforeseen circumstances, the duties of Mayor Pro Tempore shall be to preside at a council meeting; participate in or attend ceremonial and legislative events; and assume other necessary functions representing the City.

Following, are the applicable sections of the Colton Municipal Code, Title 2: Section 2.04.020: and Section 2.06.020:

CHAPTER 2.04.020: SELECTION OF MAYOR PRO TEMPORE

A. *The City Council shall select a member of the City Council to serve as Mayor pro tempore by a majority vote of the City Council at a regular open meeting. Candidates shall be nominated solely by City Council members and the City Clerk Shall record the nominations. All nominations for Mayor Pro Tempore having been made and recorded, the City Council Shall vote electronically. Commencing January 1, 2003, the Mayor Pro Tempore Shall serve for a term of one Year or until the expiration of his or her term of City Council office, whichever occurs sooner. The Mayor Pro Tempore Shall not serve two consecutive terms. The City Council member serving as Mayor Pro Tempore immediately prior to January 1, 2003, shall not be eligible to serve again as Mayor Pro Tempore until January 1, 2004.*

B. *The City Council May also Designate a long-standing member of the City Council to the position of Mayor Pro Tempore emeritus. The position of Mayor Pro Tempore emeritus shall be ceremonial with no additional duties beyond those as a member of the City Council. (Ord. 0-07-02 § 1, 2002; Ord. 0-1-99 § 1, 1999)*

CHAPTER 2.06.020: CLOSED SESSION PROCEDURES

The Mayor, Mayor Pro Tempore, chairperson or vice chairperson, as applicable, Shall be responsible for ensuring that procedural requirements, other than requirements for Notice, are fulfilled when a closed session of the City Council, Committees or Commissions, or the redevelopment agency, respectively, is held pursuant to the provisions of the Brown Act. The City Clerk or the assistant secretary, in coordination with the City Attorney or general counsel, Shall be responsible for fulfilling any Notice requirements relating to closed sessions held by the City Council, City Committees or Commissions, or the redevelopment agency, respectively. (Ord. 0-1-99 § 2, 1999; Ord. 0-31-96 § 1 (part), 1996; Ord. 0-25-96 § 1 (part), 1996)

FISCAL IMPACTS None.

ENVIRONMENTAL IMPACTS None.

ALTERNATIVES

1. Appoint a Member of the City Council as Mayor Pro Tempore
2. Provide alternative direction to staff.

ATTACHMENTS None.

CITY OF COLTON
 CITY COUNCIL/SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY
 FOR THE CITY OF COLTON/COLTON UTILITY AUTHORITY/
 COLTON PUBLIC FINANCING AUTHORITY AND
 COLTON HOUSING AUTHORITY
 CLOSED SESSION MINUTES

January 5, 2016

Closed Session Meeting was held on the above given date at 5:05 p.m., in the Council Chambers of City Hall. City Clerk Padilla opened the meeting to take nominations to facilitate the Closed Session Agenda. Motion and Second by CM Toro/CM Jorin submitted the name of CM Suchil. Motion carried with CM Bennett/MPT Navarro/Mayor DeLaRosa absent. Closed Session Meeting continued with CM Suchil presiding.

CITY COUNCIL ROLL CALL

Councilmembers present were, Toro, Jorin, González, Bennett (*appeared at 5:07 p.m.*), Suchil. Absent: MPT Navarro, and Mayor DeLaRosa.

STAFF PRESENT

City Clerk Padilla. Absent: City Manager Smith and Assistant City Attorney Martinez.

PUBLIC COMMENT

None.

CM Suchil announced that the City Council would meet in Closed Session to Discuss Items A and B.

CLOSED SESSION

- A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
 Significant Exposure to Litigation, Pursuant to Government Code Section 54956.9(d)(2)
 One (1) potential case, Charles McCann, Claim No. 14552757

- B. CONFERENCE WITH LABOR NEGOTIATORS
 Pursuant to Government Code Section 54957.6
 Agency Designated Representatives: City Manager / Human Resources Manager
 Employee Groups: General Unit, Mid-Manager Unit, IBEW Electric and
 Water/Wastewater, Colton Police Officers Association, Colton Police Dispatchers
 Association, Colton Fire Association, Confidential Group, Executive Group

CM Suchil adjourned the meeting to Closed Session at 5:10 p.m. and at 6:08 p.m., the meeting reconvened, with all members present as heretofore; Mayor DeLaRosa presiding.

Asst. City Attorney Martinez announced that the City Council met in Closed Session and discussed Items B; Item A was not discussed and will return at a later date. Direction given to staff with no reportable action.

CITY COUNCIL/SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY FOR THE
CITY OF COLTON/COLTON UTILITY AUTHORITY/
COLTON PUBLIC FINANCING AUTHORITY AND
COLTON HOUSING AUTHORITY
REGULAR MEETING MINUTES

January 5, 2016

Regular Meeting held on the above-given date at 6:09 p.m. in the Council Chambers of City Hall, with Mayor DeLaRosa presiding.

INVOCATION

Tim Isom, Faithway Fellowship Church

FLAG SALUTE

American Legion Post #155; Member(s) Louie Barrera and Steve Ferrence.

CITY COUNCIL ROLL CALL

Council Members Present

Richard A. DeLaRosa, Mayor
David J. Toro
Summer Jorin
Dr. Luis S. González
Deirdre H. Bennett
Isaac T. Suchil

Staff Present

William R. Smith, City Manager
Marco A. Martinez, Asst. City Attorney
Carolina R. Padilla, City Clerk

Council Members Absent

Frank J. Navarro, Mayor Pro Tem (excused)

CEREMONIAL MATTERS *Presentations, Awards, Proclamations*

- Presentation - Loma Linda / Colton CERT Co-Recipients of 2015 Governor's Award for Volunteer Programs

Presenting the award to the City of Colton: San Bernardino County Emergency Services Officer Michael Ramirez and Loma Linda/Colton Emergency Services Coordinator Shannon Kendall. Accepted on behalf of the City of Colton by Fire Chief Tim McHarque.

- Recognition - Certificate of Recognition for Art Morgan, Economic Development Manager

Development Services Director Mark Tomich presented a Certificate of Recognition to Economic Development Manager Art Morgan.

MAYOR AND COUNCIL ITEMS

POSSIBLE CONFLICT OF INTEREST DISCLOSURES FOR THE COUNCIL MEETING OF JANUARY 5, 2016.

Mayor DeLaRosa asked the members present if there were any agenda items that were a conflict of interest pursuant to CMC Section 2.04.030. None disclosed.

AB 1234 ORAL REPORTS

Mayor DeLaRosa asked the members present if there were any brief reports on meetings attended at the expense of the City. (*GC Section 53232.3(d)*).

Mayor DeLaRosa attended on January 3, 2016 a dinner for The Rewritten Program in the City of Redlands; this program is for under privileged children who were recognized for their change in behavior at school.

CITY TREASURER'S REPORTS

- Receive and File City Treasurer's Report for October 2015.

City Treasurer Aurelio De La Torre presented the report for October 2015 for Council consideration and with no objection report was received and filed.

PUBLIC COMMENT

None.

CONSENT CALENDAR

Mayor DeLaRosa presented the Consent Calendar Items 1 through 6.

Councilmembers present selected items for discussion and clarification by staff: CM González, Item 2 and Item 3; CM Bennett/Mayor DeLaRosa, Item 4.

Motion and Second by CM Suchil/CM Jorin to approve Consent Calendar Items 1 through 6. Motion carried with MPT Navarro absent.

- (1) Minutes – Approval of Minutes for the City Council Special Meeting Held December 15, 2015 and Minutes for the City Council Regular Meeting Held December 15, 2015, on File in the Office of the City Clerk.
- (2) Warrants – Approve U.S. Bank vouchers dated 11/19/2015 and totaling \$24,898.55; voucher numbers 153044 to 153188 dated 12/10/2015 and totaling \$1,973,124.04; voucher numbers 153189 to 153344 dated 12/17/2015 and totaling \$2,147,350.74, less voided checks totaling \$3,847.14 on file in the Finance Department.
- (3) Easement - Approve a new underground and overhead easement given to Colton Electric Department (CED) from the owners, San Bernardino County Flood Control District (SBCFCD), located off Cooley Drive parallel to the Santa Ana River, APN Nos. 0276-13-129 and 0276-13-132.
- (4) I-10 Freeway/Mt. Vernon Avenue Interchange Project – Approve the Cooperative Agreement between the City of Colton and SANBAG for the I-10/Mt. Vernon Avenue Interchange Project, RESOLUTION NO. R-01-16.

- (5) Termination of Local Emergency - Approve and Adopt a Resolution of the City Council of the City of Colton Proclaiming the Termination of a Local Emergency related to the San Bernardino Shooting Event, RESOLUTION NO. R-02-16.
- (6) Receivership Services - Authorize the City Manager to review and sign deferred billing contracts with the Law Offices of Charisse L. Smith for Receivership Services.

PUBLIC HEARINGS

- (7) Amending portions of Chapter 18.48.130 (Marijuana Dispensaries and Cultivation)

TIME AND PLACE FIXED TO CONSIDER A PUBLIC HEARING TO WAIVE FULL READING, READ BY TITLE ONLY AND INTRODUCE ORDINANCE NO. O-01-16, AMENDING PORTIONS OF CHAPTER 18.48.130 OF THE COLTON MUNICIPAL CODE TO PROHIBIT MARIJUANA CULTIVATION WITHIN THE CITY OF COLTON. TITLE READS AS FOLLOWS: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLTON AMENDING SECTION 18.48.130 OF THE COLTON MUNICIPAL CODE TO PROHIBIT MARIJUANA CULTIVATION ACTIVITIES IN ALL ZONING DISTRICTS IN THE CITY OF COLTON.

Mayor DeLaRosa declared the Public Hearing Open.

City Clerk Padilla submitted the Affidavit of Publication calling the Public Hearing (*on file in the City Clerk's Office*) and there were no reports of protests or objections thereto.

STAFF PRESENTATION

Director Tomich introduced Asst. City Attorney Martinez who presented an overview of the Agenda Report and requested approval of staff's recommendation.

PUBLIC COMMENT

None.

Motion and Second by CM Bennett/CM González to close the Public Hearing. Motion carried with CM Jorrin (*absent from the dais*) and MPT Navarro absent.

COUNCIL DISCUSSION

Discussion by Councilmembers present with clarification provided by staff: Director Tomich and Asst. City Attorney Martinez.

Motion and Second by CM Bennett/CM Suchil to waive full reading and pass first reading of Ordinance No. O-01-16. Motion carried with MPT Navarro absent.

- (8) Amending and Restating Chapter 18.49 - Adult Business Regulations: File Index No. DAP-001-248.

TIME AND PLACE FIXED TO CONSIDER A PUBLIC HEARING TO WAIVE FULL READING, READ BY TITLE ONLY AND INTRODUCE ORDINANCE NO. O-02-16,

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLTON AMENDING AND RESTATING CHAPTER 18.49 OF THE COLTON MUNICIPAL CODE RELATING TO ADULT BUSINESS REGULATIONS: FILE INDEX NO. DAP-001-248.

Mayor DeLaRosa declared the Public Hearing Open.

City Clerk Padilla submitted the Affidavit of Publication calling the Public Hearing (*on file in the City Clerk's Office*) and there were no reports of protests or objections thereto.

STAFF PRESENTATION

Director Tomich introduced Asst. City Attorney Martinez who presented an overview of the Agenda Report which included a PowerPoint presentation; requested approval of staff's recommendation.

PUBLIC COMMENT

None.

Motion and Second by CM González/CM Jorrin to close the Public Hearing. Motion carried with MPT Navarro absent.

COUNCIL DISCUSSION

Discussion by Councilmembers present with clarification provided by staff: Director Tomich, Senior Planner Suarez, and Asst. City Attorney Martinez.

Area of concern centered on Location 1 – Map; detailed discussion continued with consensus by Councilmembers present to continue the item to allow staff to return with a more detailed/alternative map outline and alternative boundaries for said location to include alternative foot buffers as indicated by Council.

Motion and Second by CM Bennett/CM González to re-open the Public Hearing. Motion carried with MPT Navarro absent.

Motion and Second by CM Bennett/CM Jorrin to continue the Public Hearing to February 2, 2016. Motion carried with MPT Navarro absent.

MAYOR AND COUNCIL ORAL REPORTS AND COMMENTS

Council Members made comments on various issues and activities throughout the community.

CITY MANAGER'S REPORTS

City Manager informed Council of how staff is in preparedness for the anticipated El Nino weather conditions.

ADJOURNMENT

At 8:27 p.m., Mayor DeLaRosa Adjourned the Regular Council Meeting in Memoriam of Antonio V. Hernandez and the Mother of Steve Cade.

Carolina R. Padilla
City Clerk

THIS PAGE WAS INTENTIONALLY LEFT BLANK



STAFF REPORT

DATE: JANUARY 19, 2016
 TO: HONORABLE MAYOR AND CITY COUNCIL
 FROM: BILL SMITH, CITY MANAGER *BS*
 PREPARED BY: ANITA AGRAMONTE, FINANCE DIRECTOR *AA*
 SUBJECT: APPROVAL OF ACCOUNTS PAYABLE VOUCHERS AND PAYROLL DISBURSEMENTS

RECOMMENDED ACTION

It is recommended that the City Council approve U.S. Bank vouchers dated 12/30/15 and totaling \$25,459.97; voucher numbers 153345 to 153507 dated 12/23/2015 and totaling \$863,727.21; voucher numbers 153508 to 153590 dated 12/30/2015 and totaling \$1,814,817.58, less voided checks totaling \$3,058.16; a payroll disbursement listing for the period 11/21/2015 to 12/04/2015 and totaling \$775,729.75; a payroll disbursement listing for the period 12/05/2015 to 12/18/2015 and totaling \$729,370.37; and a payroll disbursement listing for the period 12/19/2015 to 01/01/2016 and totaling \$863,875.75.

BACKGROUND

The California Government Code requires that the legislative body ratify all vouchers issued in the course of conducting City business.

ISSUES/ANALYSIS

All vouchers and related backup documentation have been reviewed by the City Treasurer.

FISCAL IMPACTS

None.

ALTERNATIVES

1. Provide alternative direction to staff.

ATTACHMENTS

1. Fund number & Title legend
2. Voucher lists & payroll disbursement register
3. Voided check history listing

City of Colton
Fund Number and Title Legend

Fund	Title
100	GENERAL FUND
150	TREASURERS ACCOUNT GROUP
206	COMMUNITY CHILD CARE
209	DSF FLY CONSERVATION
210	SPECIAL GAS TAX
211	LIBRARY GRANT FUND
212	STATE TRAFFIC RELIEF FUND
213	S.Y.E.T.P. GRANT
214	POLLUTION REDUCTION FUND
215	COMMUNITY DEV ACT FUND
216	CDBG HOUSING REHAB FUND
217	DRUG/GANG INTERVENTION
218	MEASURE I FUND
219	STATE AID - CAPITAL PROJECTS
220	ViTep
225	MISC GRANTS
240	HOST CITY FEES - CIP
247	Quimby In Lieu Fees
248	PARK DEVELOPMENT FUND
249	TRAFFIC IMPACT FUND
250	NEW FACILITIES DEVELOPMENT FEE
251	CIVIC CENTER DEVELOPMENT FEE
252	FIRE FACILITY DEVELOPMENT FEE
253	POLICE FACILITY DEVELOPMENT FEE
261	ASSET FORFEITURE
326	AD 94-1 DEBT SERVICE
332	1971 SEWER BONDS, A & C
350	PFA Debt Fund
357	POB-Non Enterprise
358	PENSION OBLIGATION DEBT SERVICE
359	CORP YARD DEBT SERVICE
363	1978-2 ASSESSMENT DIST.
364	WATER IMPRVMT DIST A
379	AD 1979-1 DEBT SERVICE
427	AD 94-1 CONSTRUCTION
450	Capital Improvement Projects
451	Colton Crossing Fund
453	STREET IMPROVEMENTS PRGM
457	CAPITAL IMPROVEMENT
469	EQUIPMENT REPLACEMENT
520	ELECTRIC UTILITY
521	WATER UTILITY
522	WASTEWATER UTILITY
523	SOLID WASTE
524	CEMETERY
525	RECYCLING
526	PUBLIC BENEFIT FUND
527	WASTEWATER UTILITY - GRAND TERRACE
551	WATER DEVELOPMENT
552	SEWER DEVELOPMENT
560	CEMETARY ENDOWMENT CARE
605	Facility & Equipment Maintenance Fund
606	INFORMATION SERVICES FUND
607	INSURANCE FUND
608	AUTOMOTIVE SHOP
610	AUTOMOTIVE SHOPS

Fund	Title
701	LLMD #2
702	LLMD #1
703	CFD 87-1 DEBT SERVICE
704	CFD 87-1 CONSTRUCTION
707	CFD 88-1 DEBT SERVICE
708	CFD 88-1 CONSTRUCTION
709	DSF FLY CONSERVATION
722	STORM WATER
733	CFD 89-1 CONSTRUCTION
734	CFD 89-2 CONSTRUCTION
744	CFD 89-1 DEBT SERVICE
745	CFD 89-2 DEBT SERVICE
750	AQUA MANSA CFD
754	SB COUNTY HOSPITAL
762	TRUST AND AGENCY
766	DEFERRED COMPENSATION
781	CFD 90-1 DEBT SERVICE
782	CFD 90-1 CONSTRUCTION
850	Redevelopment Obligation Retirement Fund
851	Successor Agency Administration
855	Housing Auth - RM PARK DEVELOPMENT
856	Housing Auth - RANCHO MED BOND PROCEEDS
857	LMI Asset Fund
864	Housing Auth - LOW/MOD BOND PROCEEDS
865	Housing Auth - RANCHO MED CHFA
866	ECONOMIC DEVELOPMENT
867	Consolidation Proj_08-09
870	Housing Auth - RM PARK OPERATIONS
871	Successor Agcy-RANCHO/MILL PROJECT AREA
872	Successor Agcy-RANCHO/MILL DEBT SERVICE
873	Successor Agcy-RDA II PROJECT FUND
874	Housing Auth - LOW/MOD DEBT SERVICE
875	Housing Auth - LOW/MOD BOND PROCEEDS
876	Successor Agcy-SANTA ANA RIV BND PROCEED
877	Successor Agcy-SANTA ANA RIVER CIP
878	RDA FIXED ASSETS GROUP
879	Successor Agcy-WEST VALLEY CIP
881	Successor Agcy-MT VERNON BOND PROCEEDS
882	Successor Agcy-MT VERNON CIP
885	Successor Agcy-MT VERNON DEBT SERVICE
886	RDA ADMINISTRATION
887	COOLEY RANCH - now 894
888	MT VERNON - now 882
889	WEST VALLEY - now 879
890	Successor Agcy-RDA - LONG TERM DEBT GRP
891	Successor Agcy-RDA I DEBT SERVICE FUND
892	Successor Agcy-RDA I - CAPITAL PROJECTS
893	Successor Agcy-RDA II DEBT SERVICE FUND
894	Successor Agcy-COOLEY RANCH PROJECT
895	Successor Agcy-COOLEY RANCH DEBT SERV
896	SANTA ANA RIVER - now 877
897	Successor Agcy-SANTA ANA RIVER DEBT SVC
898	Housing Auth - LOW/MOD CAPITAL PROJECTS
899	Successor Agcy-WEST VALLEY PRJ - DBT SV
941	GENERAL LONG-TERM DEBT
958	GENERAL FIXED ASSETS
990	GASB 34

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
39842700	12/30/2015	092931 U.S. BANK CORPORATE PAYMENT SY	AUTO- 1295- 11/15		AUTO- J. GARCIA REPAIRS TO CHLORINE TRUCK 608-6150-8700-2210-8101-000	1,120.41
					REPAIRS TO WELL MAINT. VEHICLES 608-6150-8700-2210-8101-000	1,560.00
			C. CLERK- 9185-11/15		C. CLERK- S. SANCHEZ LUNCH FOR INTERVIEW PANEL 100-6030-6030-2342-0000-000	62.67
			C/S- 4795- 11/15		C/S- N. MIHL LATEX FINGER GLOVES 100-6040-6042-2300-0000-000	27.83
					USE TAX 100-6040-6042-2300-0000-000	0.37
					USE TAX 762-2210-000	-0.37
			COMM SVC- 0138-11/15		COMM SVC- K. PHELPS OFFICE FURNITURE 100-6200-6212-2301-0000-000	941.96
					CPRS CONF. REGISTRATION 100-6200-6202-2280-0000-000	790.00
					SUPPLIES FOR LUQUE REC EVENT 100-6200-6215-2301-0000-000	15.88
					HIGH FIVE MAGAZINE SUBSCRIPTION 100-6200-6215-2301-0000-000	59.28
					SUPPLIES FOR 50+ CLUB 100-6200-6213-2301-0000-000	38.57
					SUPPLIES FOR LUQUE REC 100-6200-6215-2301-0000-000	211.38
					PLASTIC FAUCETS 100-6200-6212-2301-0000-000	31.20
					RACQUETBALL STORAGE BOX 100-6200-6208-2301-0000-000	104.48
					BALLOONS FOR SR. DANCE 100-6200-6212-2301-0000-000	37.80

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
39842700	12/30/2015	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued)		JUAN POLLO FOR SR. DANCE	
					100-6200-6212-2301-0000-000	594.00
					MAILING SERVICE	
					762-2318-001	31.85
					ADMISSION TO MISSION SAN JUAN	
					100-6200-6206-2301-0000-000	90.00
					CUPS & PLATES FOR THANKSGIVING	
					762-2318-001	181.47
					DVD FOR TREE LIGHTING	
					100-6200-6214-2301-0000-000	9.99
					XBOX & GAMES FOR TEEN CENTER	
					100-6200-6218-2301-0000-000	529.38
					HOLIDAY DECORATIONS	
					100-6200-6214-2301-0000-000	77.85
					USE TAX	
					100-6200-6214-2301-0000-000	6.23
					USE TAX	
					762-2210-000	-6.23
			COMM SVCS-1342-11/15		COMM SVCS- D. FARRAR	
					MARKETING SUPPLIES	
					100-6200-6214-2354-0000-000	231.41
					CANDY FOR HALLOWEEN EVENT	
					100-6200-6214-2301-0000-000	59.42
					HOLIDAY GARLAND	
					100-6200-6214-2301-0000-000	233.82
					USE TAX	
					100-6200-6214-2301-0000-000	18.71
					USE TAX	
					762-2210-000	-18.71
					ADVERTISING FOR EVENT~	
					100-6200-6214-2354-0000-000	20.49
					PRINTING OF CSD ANNUAL REPORT	
					100-6200-6214-2354-0000-000	150.00
					HOLIDAY DECOR	

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
39842700	12/30/2015	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued)			
					100-6200-6214-2301-0000-000 USE TAX	91.92
					100-6200-6214-2301-0000-000 USE TAX	6.25
					762-2210-000 HOLIDAY DECOR	-6.25
					100-6200-6214-2301-0000-000 USE TAX	113.92
					100-6200-6214-2301-0000-000 USE TAX	9.11
					762-2210-000 PRINTING- CSD REPORT	-9.11
					100-6200-6214-2354-0000-000 STAFF UNIFORMS	164.30
					100-6200-6202-1170-0000-000 HOLIDAY SUPPLIES	726.86
			COUNCIL- 4958- 11/15		100-6200-6214-2301-0000-000 COUNCIL- A. FLORES	113.13
					LUNCH MEETING-SENATOR C. LEYVA	
					100-6000-6000-2280-0001-000 CREDIT- LODGING	48.76
					100-6000-6000-2280-0000-000 ICSC CONF. REGISTRATION	-179.36
					100-6000-6000-2280-0000-000 ICSC MEMBERSHIP DUES	1,590.00
					100-6000-6000-2270-0000-000 DINNER/ PLATES- CCM- 11/17/15	100.00
					100-6000-6000-2280-0001-000 DINNER/ PLATES- CCM- 11/17/15	80.37
			DEV SVCS- 5316-11/15		100-6000-6000-2301-0000-000 DEV SVCS- M. TOMICH	10.47
					WEB SUBSCRIPTION- BUS. LICENSE	
					100-6300-6301-2301-0000-000 WEBINAR- GENERIC GOODS	21.30

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
39842700	12/30/2015	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued)		100-6300-6301-1160-0000-000 ONLINE SURVEY SERVICE	459.94
			ELEC- 3629- 11/15		100-6300-6301-2350-0000-000 ELEC- C. JIMENEZ LUNCH FOR CONTAINMENT MEETING	300.00
					520-8000-8001-2280-0930-200 ROLL UP FLAGGER & BACK BRACE	86.00
			ELEC- 4201- 11/15		520-8000-8004-2301-0921-000 ELEC- R. GALLEGOS PARKING- EUCI COURSE	256.93
					520-8000-8001-2280-0930-200 91 EXPRESS LANES REPLENISHMENT	28.00
					520-8000-8001-2210-0933-000 AIRFARE- SCPPA MEETING	30.00
					520-8000-8001-2280-0930-200 PARKING- SCPPA MEETING	179.46
			ELEC- 8031- 11/15		520-8000-8001-2280-0930-200 ELEC- J. SUTORUS FUEL DURING CMUA CONF.	31.50
					520-8000-8005-2280-0930-200 MEALS DURING CMUA CONF.	101.08
					520-8000-8005-2280-0930-200 LODGING- CMUA CONF. (ROGERS)	42.63
					520-8000-8005-2280-0930-200 LODGING- CMUA CONF. (J. SUTORUS)	261.24
					520-8000-8005-2280-0930-200 LED BULBS (ENERGY EFFICIENCY)	261.24
					526-8000-8035-2301-0921-000 USE TAX	998.49
					526-8000-8035-2301-0921-000 USE TAX	79.88
					762-2210-000 FACEBOOK ADS	-79.88
					520-8000-8005-2350-0923-000	1.50

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
39842700	12/30/2015	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued)		MARKETING SUPPLIES	
			FIRE- 4015- 11/15		520-8000-8005-2350-0923-000	852.47
					FIRE- D. DEANTONIO	
					OIL/FILTER CHANGE- UNIT BC402	
			FIRE- 4196- 11/15		100-6090-6091-2210-0000-000	73.70
					FIRE- T. MCHARGUE	
					REPAIR COOLANT LEAK	
					100-6090-6091-2210-0000-000	659.95
					REPLACE COAT HOOK- CHIEF'S CAR	
					100-6090-6091-2301-0000-000	12.88
					USE TAX	
					100-6090-6091-2301-0000-000	1.03
					USE TAX	
			FIRE- 6381- 11/15		762-2210-000	-1.03
					FIRE- K. VALENTIN	
					FLOOD LIGHTS FOR ME213	
					100-6090-6091-2301-0000-000	414.62
					USE TAX	
					100-6090-6091-1180-0000-000	31.99
					USE TAX	
					762-2210-000	-31.99
					TURNOUT COAT PANEL	
					100-6090-6091-1180-0000-000	32.40
					ACCOUNTABILITY NAME PLATES	
					100-6090-6091-1180-0000-000	48.60
					INVESTIGATOR BOOK- NFPA 921	
					100-6090-6091-2270-0000-000	106.88
					REPAIRS	
					100-6090-6091-2300-0000-000	9.00
					TIRES FOR EOS480	
					100-6090-6091-2210-0000-000	763.44
					HEADSET REPAIRS	
					100-6090-6091-2240-0000-000	129.60
					ZIPPERS	

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
39842700	12/30/2015	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued)		100-6090-6091-2240-0000-000 USE TAX	36.96
					100-6090-6091-2240-0000-000 USE TAX	2.40
					762-2210-000 FUEL FILTERS FOR GENERATOR	-2.40
					100-6090-6091-2240-0000-000 USE TAX	18.19
					100-6090-6091-2240-0000-000 USE TAX	1.46
					762-2210-000 RENEWAL OF WEB ADDRESS	-1.46
					100-6090-6091-2301-0000-000 DEPARTMENT PATCHES	47.00
			FIRE- 9195- 11/15		100-6090-6091-1170-0000-000 FIRE- A. SORK	674.14
					REPLACE TAIL LIGHT LAMPS	
					100-6090-6091-2210-0000-000 FLAT TIRE REPAIR	17.67
			I.S.- 8716- 11/15		100-6090-6091-2210-0000-000 I.S.- P. EVANS	29.95
					FIREWALL ANNUAL SUPPORT	
					606-6040-6044-2315-0000-000 DOMAIN REGISTRAION FEES	190.00
					606-6040-6044-2315-0000-000 HARDWARE SUPPLIES	125.00
					606-6040-6044-4930-0000-000 ELECTRICAL CABLES	8.63
			LIB- 4859- 11/15		606-6040-6044-4930-0000-000 LIB- E. PEDROZA	105.03
					EVENT SUPPLIES	
					100-6200-6250-2301-0000-000 ROTARY WEEKLY LUNCH MEETINGS	296.17
					100-6200-6250-2280-0000-000	38.78

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
39842700	12/30/2015	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued)		OFFICE SUPPLIES 100-6200-6250-2301-0000-000	155.73
					POSTAGE 100-6200-6250-2301-0000-000	7.10
			PD- 0103- 11/15		PD- E. WICKMAN CNG FUEL 100-6070-6071-2210-0000-000	318.38
			PD- 1502- 11/15		PD- J. JOLLIFF MEALS FOR REGIONAL GANG SWEEP- 100-6070-6071-2280-0000-000	450.00
			PD- 1945- 11/15		ACTIVE SHOOTER SEMINAR 100-6070-6071-1160-0000-000	350.00
			PD- 2441- 11/15		PD- R. CARNELL CNG FUEL 100-6070-6071-2210-0000-000	101.13
			PD- 3734- 11/15		PD- A. RIVERA CNG FUEL 100-6070-6071-2210-0000-000	335.14
			PD- 4959- 11/15		PD- T. HEARD CNG FUEL 100-6070-6071-2210-0000-000	69.27
					PD- R. WICKMAN SHADOW BOX FOR K2C 100-6070-6071-2301-0000-000	84.23
					CAR RENTAL- STAFF VEH DOWN 100-6070-6071-2210-0000-000	280.49
					COIN SORTER FOR PROPERTY ROOM 100-6070-6071-2300-0000-000	265.93
					TRAINING- INTERNAL AFFAIRS 100-6070-6071-1160-0000-000	113.30
			PD- 5050- 11/15		DUES TO CAPE 100-6070-6071-2270-0000-000	45.00
					PD- A. BETANCUR TRUCK REPAIRS	

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
39842700	12/30/2015	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued)		608-6150-8700-2210-6071-000 VACUUM REPAIR	297.00
					605-6150-6211-2250-6071-000 ENGINE HOIST FOR PROPERTY ROOM	25.59
					100-6070-6071-2301-0000-000 AGENT PRO REBILL	160.92
					100-6070-6071-2350-0000-000 CAR GRAPHICS	50.00
					608-6150-8700-2210-6071-000 BOXING CLUB	622.56
			PD- 5076- 11/15		100-6070-6071-2350-0000-000 PD- L. AVALOS MEMBERSHIP DUES	162.00
					100-6070-6071-2270-0000-000 TUITION- CLETS TRAINING	75.00
					100-6070-6071-1160-0000-000 TUITION- LEGISLATIVE UPDATES	50.00
					100-6070-6071-1160-0000-000 CABLE SVC- K2C SUBSTATION	180.00
					100-6070-6071-2301-0000-000 TUITION REFUND- CLETS	102.97
			PD- 5499- 11/15		100-6070-6071-1160-0000-000 PD- M. CHAVEZ CNG FUEL	-50.00
					100-6070-6071-2210-0000-000 PW- L. NUNEZ GREENBOOK & STANDARD PLANS	64.68
			PW- 6681- 11/15		100-6150-6151-1160-0000-000 PW- A. HUSSAIN W- CNG FUEL	216.15
			PW- 9927- 11/15		522-8200-8200-2210-0000-000 ST- R. ARABELO CNG FUEL	139.01
			ST- 7740- 11/15		210-6150-6160-2210-0000-000	775.35

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
39842700	12/30/2015	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued) ST- 9458- 11/15		ST- A. PAGDILAO SCREWS FOR SIGNS 100-6150-6160-2301-0000-000	44.06
					BROOM FOR STREET DEPT. 100-6150-6160-2301-0000-000	62.63
					BRAKE LINE FOR TRUCK 608-6150-8700-2210-6205-000	48.60
					CNG FUEL 608-6150-8700-2210-6211-000	139.93
					CNG FUEL 210-6150-6160-2210-0000-000	759.00
			W- 9192- 11/15		W- J. SHIMMIN FUEL- AWWA CONF. 521-8100-8110-2280-0000-000	15.00
					LODGING- AWWA CONF. 521-8100-8110-2280-0000-000	232.93
					POLO SHIRTS FOR STAFF EVENTS 521-8100-8110-2300-0000-000	97.14
					DESK CALENDAR FOR STAFF 521-8100-8110-2300-0000-000	61.56
			W- 9441- 11/15		W- A. GARCIA LANDSCAPING SUPPLIES 521-8100-8110-3890-0000-000	441.18
					CNG FUEL 100-6150-6205-2301-0000-000	14.27
			WW- 8118- 11/15		WW- M. GUERRERO MEMBERSHIP FEE- WILL RECEIVE CRE	
					522-8200-8200-2301-0000-000	106.92
					BATTER CHARGER TIMER- GOLF CART 522-8200-8200-2255-0000-000	167.94
					Total :	25,459.97
1 Vouchers for bank code : boa						Bank total : 25,459.97
1 Vouchers in this report						Total vouchers : 25,459.97

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
---------	------	--------	---------	------	---------------------	--------



Anita Agramonte
Finance Director



Aurelio De La Torre
City Treasurer

vchlist
12/23/2015 5:04:01PM

Voucher List
City of Colton

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153345	12/23/2015	093757 ACCOUNTEMPS	44389898		W- TEMP EMPLOYEE- W. CONSERVATION	
				015962	521-8300-8300-2350-0000-000	881.40
			44443736		W- TEMP EMPLOYEE- W. CONSERVATION	
				015962	521-8300-8300-2350-0000-000	1,175.20
					Total :	2,056.60
153346	12/23/2015	027506 ADVANCE REFRIGERATION	40696		ELEC- REPAIRS TO ICE MACHINE	
				015669	520-8000-8004-2240-0592-100	399.92
					Total :	399.92
153347	12/23/2015	092421 ADVANCED UTILITY SYSTEMS CORP	MN00088521		C/S- CIS MAINTENANCE SUPPORT	
				016047	100-6040-6042-2350-0000-000	91,151.82
					Total :	91,151.82
153348	12/23/2015	093748 AG PRO'S WEED & PEST CONTROL	6038		WW- WEED ABATEMENT	
				015917	522-8200-8200-2350-0000-000	7,285.00
					Total :	7,285.00
153349	12/23/2015	093748 AG PRO'S WEED & PEST CONTROL	6041		W- APPLICATION FOR HERBICIDES	
				015673	521-8100-8101-2350-0000-000	200.00
			6042		W- APPLICATION FOR HERBICIDES	
				015673	521-8100-8101-2350-0000-000	150.00
			6046		W- APPLICATION FOR HERBICIDES	
				015673	521-8100-8101-2350-0000-000	150.00
					Total :	500.00
153350	12/23/2015	cbc0390 AGAPE OFFICES, INC OR	01933038		CLOSING BILL CREDIT	
					520-2450-232	321.87
					Total :	321.87
153351	12/23/2015	000289 AIRGAS USA, LLC	9045592741		WW- OXYGEN & WELDING SUPPLIES	
				015713	522-8200-8200-2255-0000-000	367.27
					Total :	367.27
153352	12/23/2015	058945 ALBA, CARLOS	12/12/15		COMM SVCS-PERFORMANCE- XMAS IN PARK	100.00
					100-6200-6214-2350-0000-000	

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153352	12/23/2015	058945 058945 ALBA, CARLOS	(Continued)			Total : 100.00
153353	12/23/2015	093554 ALLIANCE SOLAR CAPITAL LLC	NOV 15		PERFORMANCE BASED INCENTIVE 520-8000-8005-2350-0923-000	12,849.23 Total : 12,849.23
153354	12/23/2015	060152 ALVAREZ, ALFREDO	REBATE- PV		ELEC- RESIDENTIAL PV SYSTEM 520-8000-8006-2330-0555-540	5,130.00 Total : 5,130.00
153355	12/23/2015	047137 ANDERSON, GAREN	HEALTH CR- 4TH 2015		HR- RETIREE HEALTH CREDIT 100-6030-6030-1150-0000-000	620.97 Total : 620.97
153356	12/23/2015	093657 ANDERSON, LILI	DEC 15	015729	COMM SVCS- CONTRACT INSTRUCTOR 100-6200-6202-2350-0000-000	64.40 Total : 64.40
153357	12/23/2015	044956 ANGELICA HEALTHCARE SERVICES	1400521559 1400522330 1400523155 1400523908	015432 015432 015432 015432	FIRE- LINEN SUPPLIES 100-6090-6091-2301-0000-000 FIRE- LINEN SUPPLIES 100-6090-6091-2301-0000-000 FIRE- LINEN SUPPLIES 100-6090-6091-2301-0000-000 FIRE- LINEN SUPPLIES 100-6090-6091-2301-0000-000	38.82 38.82 38.82 38.82 Total : 155.28
153359	12/23/2015	046028 AT & T	2711575 3700339-1115 3700340-1115 3702643-1115 3702739-1115	054153 054153 054153 054153 054153	W- TELEPHONE SERVICES 521-8100-8101-2310-0000-000 ELEC- TELEPHONE SERVICES 520-8000-8024-2310-0930-200 ELEC- TELEPHONE SERVICES 520-8000-8024-2310-0930-200 ELEC- TELEPHONE SERVICES 520-8000-8024-2310-0930-200 ELEC- TELEPHONE SERVICES 520-8000-8024-2310-0930-200	70.02 18.49 35.09 19.05 19.05

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153359	12/23/2015	046028 AT & T	(Continued)			
			3704162-1215	054153	C. CARE- TELEPHONE SERVICES 206-7200-7202-2310-0000-000	103.19
			4218472-1115	054153	ELEC- TELEPHONE SERVICES 520-8000-8024-2310-0930-200	18.49
			4219818-1115	054153	ELEC- TELEPHONE SERVICES 520-8000-8024-2310-0930-200	34.53
			4220124-1215	054153	LIB- TELEPHONE SERVICES 100-6200-6250-2310-0000-000	18.51
			4220768-1115	054153	ELEC- TELEPHONE SERVICES 520-8000-8009-2225-0548-000	19.81
			4221190-1115	054153	ELEC- TELEPHONE SERVICES 520-8000-8024-2310-0930-200	19.07
			4221327-1215	054153	C. CARE- TELEPHONE SERVICES 206-7200-7202-2310-0000-000	20.50
			4221864-1115	054153	ELEC- TELEPHONE SERVICES 520-8000-8024-2310-0930-200	18.52
			4229528-1215	054153	COMM SVCS- TELEPHONE SERVICES 100-6200-6202-2310-0000-000	18.52
			4230547-1115	054153	ELEC- TELEPHONE SERVICES 520-8000-8024-2310-0930-200	16.61
			4240128-1215	054153	LIB- TELEPHONE SERVICES 100-6200-6250-2310-0000-000	108.50
			4240164-1215	054153	C. CARE- TELEPHONE SERVICES 206-7200-7202-2310-0000-000	79.07
			4300092-1115	054153	ELEC- TELEPHONE SERVICES 520-8000-8009-2225-0548-000	210.64
			4330024-1115	054153	ELEC- TELEPHONE SERVICES 520-8000-8024-2310-0930-200	36.19
			4330127-1115	054153	ELEC- TELEPHONE SERVICES 520-8000-8024-2310-0930-200	18.48
			4339203-1115	054153	ELEC- TELEPHONE SERVICES 520-8000-8024-2310-0930-200	18.51
			4339427-1115	054153	ELEC- TELEPHONE SERVICES 520-8000-8024-2310-0930-200	18.48
			4497448-1115	054153	ELEC- TELEPHONE SERVICES 520-8000-8001-2310-0930-200	534.52

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153359	12/23/2015	046028 AT & T	(Continued)			
			4510114-1115	054153	ELEC- TELEPHONE SERVICES 520-8000-8001-2310-0930-200	69.15
			5140443-1115	054153	ELEC- TELEPHONE SERVICES 520-8000-8024-2310-0930-200	17.96
			5141921-1115	054153	ELEC- TELEPHONE SERVICES 520-8000-8024-2310-0930-200	18.51
			6862546-1115	054153	ELEC- TELEPHONE SERVICES 520-8000-8024-2310-0930-200	18.50
			7830962-1115	054153	ELEC- TELEPHONE SERVICES 520-8000-8024-2310-0930-200	16.63
			7831436-1115	054153	ELEC- TELEPHONE SERVICES 520-8000-8024-2310-0930-200	18.51
			7831468-1115	054153	WWW- TELEPHONE SERVICES 522-8200-8200-2310-0000-000	18.51
			7832613-1115	054153	ELEC- TELEPHONE SERVICES 520-8000-8024-2310-0930-200	18.51
			7832709-1115	054153	ELEC- TELEPHONE SERVICES 520-8000-8024-2310-0930-200	18.51
			7833501-1115	054153	ELEC- TELEPHONE SERVICES 520-8000-8024-2310-0930-200	18.51
			7833610-1115	054153	ELEC- TELEPHONE SERVICES 520-8000-8024-2310-0930-200	18.51
			7833649-1115	054153	ELEC- TELEPHONE SERVICES 520-8000-8024-2310-0930-200	18.51
			7833652-1115	054153	ELEC- TELEPHONE SERVICES 520-8000-8024-2310-0930-200	35.13
			7833824-1115	054153	ELEC- TELEPHONE SERVICES 520-8000-8024-2310-0930-200	18.51
			7833826-1115	054153	ELEC- TELEPHONE SERVICES 520-8000-8024-2310-0930-200	18.51
			7833829-1115	054153	ELEC- TELEPHONE SERVICES 520-8000-8024-2310-0930-200	18.51
			7833835-1115	054153	ELEC- TELEPHONE SERVICES 520-8000-8024-2310-0930-200	18.51
			7833902-1115	054153	ELEC- TELEPHONE SERVICES 520-8000-8024-2310-0930-200	18.51

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153359	12/23/2015	046028 AT & T	(Continued)			
			7833911-1115	054153	ELEC- TELEPHONE SERVICES 520-8000-8024-2310-0930-200	18.51
			7833917-1115	054153	ELEC- TELEPHONE SERVICES 520-8000-8024-2310-0930-200	18.51
			7833923-1115	054153	ELEC- TELEPHONE SERVICES 520-8000-8024-2310-0930-200	18.51
			7833944-1115	054153	ELEC- TELEPHONE SERVICES 520-8000-8024-2310-0930-200	18.51
			7834069-1115	054153	ELEC- TELEPHONE SERVICES 520-8000-8024-2310-0930-200	18.51
			7834206-1115	054153	ELEC- TELEPHONE SERVICES 520-8000-8024-2310-0930-200	18.51
			7834208-1115	054153	ELEC- TELEPHONE SERVICES 520-8000-8024-2310-0930-200	18.51
			7834218-1115	054153	ELEC- TELEPHONE SERVICES 520-8000-8024-2310-0930-200	18.51
			7834230-1115	054153	ELEC- TELEPHONE SERVICES 520-8000-8024-2310-0930-200	18.51
			7834317-1115	054153	ELEC- TELEPHONE SERVICES 520-8000-8024-2310-0930-200	18.51
			7837951-1115	054153	ELEC- TELEPHONE SERVICES 520-8000-8024-2310-0930-200	18.51
			8250742-1115	054153	ELEC- TELEPHONE SERVICES 520-8000-8024-2310-0930-200	16.63
			8251278-1115	054153	ELEC- TELEPHONE SERVICES 520-8000-8009-2225-0548-000	98.39
			8252094-1115	054153	ELEC- TELEPHONE SERVICES 520-8000-8024-2310-0930-200	35.13
			8254114-1115	054153	VW- TELEPHONE SERVICES 522-8200-8200-2310-0000-000	106.11
			8256846-1115	054153	VW- TELEPHONE SERVICES 522-8200-8200-2310-0000-000	74.89
			8257703-1115	054153	ELEC- TELEPHONE SERVICES 520-8000-8024-2310-0930-200	18.51
			8720497-1115	054153	ELEC- TELEPHONE SERVICES 520-8000-8024-2310-0930-200	18.69

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153359	12/23/2015	046028 AT & T	(Continued) 8720866-1215		C. CARE- TELEPHONE SERVICES	
			8751438	054153	206-7200-7202-2310-0000-000	18.55
			8755362-1015	054153	ELEC- TELEPHONE SERVICES	
				054153	520-8000-8024-2310-0930-200	18.50
				054153	ELEC- TELEPHONE SERVICES	
					520-8000-8024-2310-0930-200	35.11
					Total :	2,515.96
153360	12/23/2015	000205 AT&T	2710010-1215		ELEC- TELEPHONE SERVICES	
				054152	520-8000-8001-2310-0930-200	33.28
					Total :	33.28
153361	12/23/2015	003632 BEACHTEL, MIKE	HEALTH CR- 4TH 2015		HR- RETIREE HEALTH CREDIT	
					100-6030-6030-1150-0000-000	1,592.10
					Total :	1,592.10
153362	12/23/2015	042098 BICKERS, DENNIS R	HEALTH CR- 2015		HR- RETIREE HEALTH CREDIT	
					100-6030-6030-1150-0000-000	3,016.08
					Total :	3,016.08
153363	12/23/2015	013839 BLINKINSOP, DOUGLAS	HEALTH CR- 4TH 2015		HR- RETIREE HEALTH CREDIT	
					100-6030-6030-1150-0000-000	1,806.72
					Total :	1,806.72
153364	12/23/2015	093948 BRAUN BLAISING MCLAUGHLIN &	15769		ELEC- LEGAL SERVICES	
				015814	520-8000-8001-2350-0923-000	863.15
					Total :	863.15
153365	12/23/2015	045647 BRUNO, RAY	TUIT 15/16		TUITION REIMBURSEMENT	
					100-6090-6091-1160-0000-000	1,800.00
					Total :	1,800.00
153366	12/23/2015	092138 B'S POOL SUPPLIES	79374		COMM SVCS- CHLORINE	
				015529	100-6200-6203-2250-0000-000	816.00
					Total :	816.00
153367	12/23/2015	093834 CADD OFFLOAD	0104		CDGB- ENG. SUPPORT & PROJECT MGMT	

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153367	12/23/2015	093834	CADD OFFLOAD (Continued)	015933	215-1501-6920-3890-0000-000	1,470.00
Total :						1,470.00
153368	12/23/2015	015809	CALOLYMPIC GLOVE & 346277	015996	ELEC INV- MASTER PADLOCKS 520-1500-154	526.20
				015996	100-1500-000	157.86
					100-1500-000	8.84
					520-1500-154	42.09
					100-1500-000	12.63
Total :						747.62
153369	12/23/2015	093964	CARQUEST OF COLTON 14921-9489	016040	INV- HYDRAULIC FLUID 100-1510-000	257.40
					100-1510-000	20.60
Total :						278.00
153370	12/23/2015	092018	CB TYRES RECYCLING RESOURCES 18226	015797	ST- TIRE DISPOSAL SERVICE 210-6150-6160-2350-0000-000	43.00
			18227	015797	ST- TIRE DISPOSAL SERVICE 210-6150-6160-2350-0000-000	51.00
			18230	015797	ST- TIRE DISPOSAL SERVICE 210-6150-6160-2350-0000-000	31.00
			18231	015797	ST- TIRE DISPOSAL SERVICE 210-6150-6160-2350-0000-000	145.00
			18232	015797	ST- TIRE DISPOSAL SERVICE 210-6150-6160-2350-0000-000	16.00
Total :						286.00
153371	12/23/2015	cbc0393	CHAN, VICENTE 00430590		CLOSING BILL CREDIT 520-2450-232	23.10
Total :						23.10
153372	12/23/2015	060157	CHANON, MARIBEL REBATE- PV		ELEC- RESIDENTIAL PV SYSTEM REBA 520-8000-8006-2330-0555-540	5,130.00
Total :						5,130.00

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153373	12/23/2015	093729 CHILDCARE CAREERS, LLC	222710		C. CARE- CHILDCARE TEACHERS	
				015460	206-7200-7202-2350-0000-000	91.40
			223337		C. CARE- CHILDCARE TEACHERS	
				015460	206-7200-7202-2350-0000-000	323.00
			223338		C. CARE- CHILDCARE TEACHERS	
				015460	206-7200-7202-2350-0000-000	91.40
			223339		C. CARE- CHILDCARE TEACHERS	
				015459	206-7200-7203-2350-0000-000	155.75
					Total :	661.55
153374	12/23/2015	093122 CINTAS CORP. LOC#150	150590415		ELEC- UNIFORM CLEANING SVC	
				015614	520-8000-8009-2225-0548-000	158.63
					Total :	158.63
153375	12/23/2015	000491 COLTON TRUCK SUPPLY	5253410032		AUTOMOTIVE PARTS & SUPPLIES	
				054161	608-6150-8700-2210-8101-000	51.02
			5253430041		AUTOMOTIVE PARTS & SUPPLIES	
				054161	608-6150-8700-2210-8200-000	56.03
			5253480013		AUTOMOTIVE PARTS & SUPPLIES	
				054161	608-6150-8700-2210-8200-000	8.98
					Total :	116.03
153376	12/23/2015	031653 CONFIRE JPA	2016034		FIRE- CONFIRE SERVICES	
				015563	100-6090-6091-2350-0000-000	33,249.34
			2016038		FIRE- CONFIRE SERVICES	
				015563	100-6090-6091-2350-0000-000	33,249.34
					Total :	66,498.68
153377	12/23/2015	060156 CROSS ROADS MULCH, INC	CRM3897		C. CARE- MULCH FOR PLAYGROUND	
					206-7200-7203-2301-0000-000	912.60
			CRM3899		C.CARE- MULCH FOR PLAYGROUND	
					206-7200-7203-2301-0000-000	491.40
					Total :	1,404.00
153378	12/23/2015	060149 DABBS, STACEY	EXEC MED 15/16		FIN- MEDICAL REIMBURSEMENT	
					100-6040-6041-1100-0000-000	500.00
					Total :	500.00

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153379	12/23/2015	002720 DANIELS TIRE SERVICE	230089541	016037	INV- AUTO TIRES 100-1510-000 100-1510-000	2,200.98 204.08 Total : 2,405.06
153380	12/23/2015	001897 DAN'S LAWNMOWER	96254	054165	AUTO- VACTOR TRAILER REPAIRS 608-6150-8700-2210-8101-000	21.17 Total : 21.17
153381	12/23/2015	059544 DE LA CRUZ, PETE	REBATE- PV		ELEC- INCENTIVE PV REBATE 520-8000-8006-2330-0555-540	5,130.00 Total : 5,130.00
153382	12/23/2015	060160 DE LA TORRE, ERICA	2007281.015		REFUND CLASS FEE 100-6756-000	18.00 Total : 18.00
153383	12/23/2015	039252 DEPARTMENT OF INDUSTRIAL	OSIP 61773		RISK- LICENSE FEE ASSESSMENT 607-6040-8601-2440-0000-000	29,209.19 Total : 29,209.19
153384	12/23/2015	047938 DEWITT, HAROLD	TUIT REIM 15/16		WW- TUITION REIMBURSEMENT 522-8200-8200-1161-0000-000	230.00 Total : 230.00
153385	12/23/2015	093981 DRIFTWOOD DAIRY INC.	4506663	015828	COMM SVCS- MILK - SNACK PROGRAM 100-6200-6215-2301-0000-000	54.81 Total : 54.81
153386	12/23/2015	000149 DUNN-EDWARDS CORP	2018245770	015935	INV- PAINT 100-1500-000 100-1500-000	1,727.80 138.23
			2018245908	015792	PARKS- PAINT SUPPLIES 100-6150-6205-2301-0000-000	352.54
			2018246431	015792	PARKS- PAINT SUPPLIES 100-6150-6205-2301-0000-000	248.29 Total : 2,466.86

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153387	12/23/2015	cbc0387 ELENES, CRYSTAL	00570770		CLOSING BILL CREDIT 520-2450-232	37.47 Total : 37.47
153388	12/23/2015	044718 ELLISON, PHILIP	HEALTH CR- 4TH 2015		HR- RETIREE HEALTH CREDIT 100-6030-6030-1150-0000-000	1,420.80 Total : 1,420.80
153389	12/23/2015	003140 ENTWISTLE, ROGER	HEALTH CR- 4TH 2015		HR- RETIREE HEALTH CREDIT 100-6030-6030-1150-0000-000	1,592.10 Total : 1,592.10
153390	12/23/2015	003851 EQUIFAX	9473124	015426	C/S- CREDIT INFORMATION SVCS 100-6040-6042-2350-0000-000	635.97 Total : 635.97
153391	12/23/2015	045442 FARCAS, MICHAEL	11/21-24 2015		PD- PARKING (CNOA TRAINING) 100-6070-6071-1160-0000-000	114.00 Total : 114.00
153392	12/23/2015	cbc0397 FEINGOLD, MOSHE A.	00390900		CLOSING BILL CREDIT 520-2450-232	138.38 Total : 138.38
153393	12/23/2015	001422 FERGUSON ENTERPRISES, INC	2691566	054171	WW- PLUMBING SUPPLIES 522-8200-8200-2255-0000-000	41.70 Total : 41.70
153394	12/23/2015	019353 FLO-SYSTEMS, INC	F15642-15N355	015700 015700	WW- PUMP REPAIRS 522-8200-8200-2256-0000-000 522-8200-8200-2301-0000-000	1,500.00 1,577.76 Total : 3,077.76
153395	12/23/2015	093928 FLYERS ENERGY, LLC	15-176258	054201	FIRE- FUEL, DIESEL, AND LUBRICANTS 100-6090-6091-2210-0000-000	1,511.85 Total : 1,511.85
153396	12/23/2015	092134 FOX OCCUPATIONAL MEDICAL CENTE	12/02/15		PD- FIRST AID CLAIM	

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153396	12/23/2015	092134 FOX OCCUPATIONAL MEDICAL CENTE	(Continued)		100-6070-6071-2350-0000-000	235.11
Total :						235.11
153397	12/23/2015	cbc0382 GARCIA, JOSE	00832070		CLOSING BILL CREDIT 520-2450-232	383.30
Total :						383.30
153398	12/23/2015	000230 GAS COMPANY	009-091-7100-8-1215	054174	BM- GAS SERVICES 605-6150-6211-2320-0000-000	110.41
			034-221-7500-4-1215	054174	BM- GAS SERVICES 605-6150-6211-2320-0000-000	167.85
			050-921-8700-3-1215	054174	BM- GAS SERVICES 605-6150-6211-2320-0000-000	113.48
			078-321-4900-4-1215	054174	BM- GAS SERVICES 605-6150-6211-2320-0000-000	14.75
			082-521-4900-3-1215	054174	BM- GAS SERVICES 605-6150-6211-2320-0000-000	114.43
			101-521-4300-3-1215	054174	BM- GAS SERVICES 605-6150-6211-2320-0000-000	64.72
			187-421-0400-5-1215	054174	BM- GAS SERVICES 605-6150-6211-2320-0000-000	66.48
Total :						652.12
153399	12/23/2015	000157 GENUINE AUTO PARTS	133920	054176	AUTOMOTIVE PARTS 608-6150-8700-2210-8200-000	29.14
			134109	054176	AUTOMOTIVE PARTS 608-6150-8700-2210-6160-000	5.37
			134214	054176	FIRE- AUTOMOTIVE PARTS 100-6090-6091-2210-0000-000	47.51
Total :						82.02
153400	12/23/2015	060153 GIL, SERGIO	REBATE- PV		ELEC- RESIDENTIAL PV SYSTEM REBA/ 520-8000-8006-2330-0555-540	5,130.00
Total :						5,130.00
153401	12/23/2015	cbc0395 GONZALEZ, FERNANDO	00190535		CLOSING BILL CREDIT	

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153401	12/23/2015	cbc0395 GONZALEZ, FERNANDO	(Continued)		520-2450-232	245.68
						Total :
						245.68
153402	12/23/2015	082768 HAIG, ANTHONY J	DEC 15	015882	COMM SVCS- CONTRACT INSTUCTOR 100-6200-6202-2350-0000-000	96.00
						Total :
						96.00
153403	12/23/2015	092649 HD SUPPLY POWER SOLUTIONS	3029236-00	015896	ELEC INV- HARDWARE SUPPLIES 520-1500-154	114.00
						9.12
			3029236-01	015896	ELEC INV- HARDWARE SUPPLIES 520-1500-154	91.43
						7.31
			3029236-02	015896	ELEC INV- HARDWARE SUPPLIES 520-1500-154	833.06
						66.64
			3029236-03	015896	ELEC INV- HARDWARE SUPPLIES 520-1500-154	148.64
						11.89
			3029236-04	015896	ELEC INV- HARDWARE SUPPLIES 520-1500-154	682.50
						54.60
						Total :
						2,019.19
153404	12/23/2015	cbc0389 HEPPENSTALL, TERCITA	00190620		CLOSING BILL CREDIT 520-2450-232	57.94
						Total :
						57.94
153405	12/23/2015	044960 HERTZ EQUIPMENT RENTAL	28280074-001	015740	W- EQUIPMENT RENTALS 521-8100-8101-2420-0000-000	725.86
			28378501-001	015740	W- EQUIPMENT RENTALS 521-8100-8101-2420-0000-000	59.40
						Total :
						785.26
153406	12/23/2015	025906 HOME DEPOT	1023333	015790	PARKS- HARDWARE SUPPLIES 100-6150-6205-2301-0000-000	263.36

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153406	12/23/2015	025906 HOME DEPOT	(Continued) 2560020			
			3332571	015790	PARKS- HARDWARE SUPPLIES 100-6150-6205-2301-0000-000	305.14
			6161144	015836	ST- HARDWARE SUPPLIES 210-6150-6160-2301-0000-000	20.50
			7580011	015790	PARKS- HARDWARE SUPPLIES 100-6150-6205-2301-0000-000	392.84
			8311481	015790	PARKS- HARDWARE SUPPLIES 100-6150-6205-2301-0000-000	402.83
			8581085	015790	PARKS- CREDIT 100-6150-6205-2301-0000-000	-30.22
				015790	PARKS- HARDWARE SUPPLIES 100-6150-6205-2301-0000-000	25.83
					Total :	1,380.28
153407	12/23/2015	025906 HOME DEPOT	0016116		BM- HARDWARE SUPPLIES	
			0020013	054182	605-6150-6211-2250-6211-000	48.19
			1016003	054182	BM- HARDWARE SUPPLIES 605-6150-6211-2250-6211-000	129.39
			3563978	054182	BM- HARDWARE SUPPLIES 605-6150-6211-2250-8200-000	89.07
				054182	PARKS- HARDWARE SUPPLIES 605-6150-6211-2250-6211-000	109.85
					Total :	376.50
153408	12/23/2015	042382 HORN, WILLIAM A	HEALTH CR- 4TH 2015		HR- RETIREE HEALTH CREDIT	
					100-6030-6030-1150-0000-000	233.25
					Total :	233.25
153409	12/23/2015	059026 HORNE INVESTIGATIONS	12080		RISK- PERSONNEL INVESTIGATION	
					607-6040-8601-2350-0000-000	6,599.08
					Total :	6,599.08
153410	12/23/2015	000164 HUB CONST SPECIALTIES, INC	A09007276		W- MAINTENANCE MATERIALS	
			A10000566	054187	521-8100-8101-2301-0000-000	19.49
				054187	WW- MAINTENANCE MATERIALS 522-8200-8200-2255-0000-000	49.69

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153410	12/23/2015	000164	000164 HUB CONST SPECIALTIES, INC		(Continued)	Total : 69.18
153411	12/23/2015	044774	HUMPHREY, BRANDON		HEALTH CR- 4TH 2015	HR- RETIREE HEALTH CREDIT 100-6030-6030-1150-0000-000 Total : 2,046.18
153412	12/23/2015	016765	HYDRO SCAPE		103115-99	PARKS- LANDSCAPING SUPPLIES 100-6150-6205-2301-0000-000 15.64
				015796	113015-99	PARKS- LANDSCAPING SUPPLIES 100-6150-6205-2301-0000-000 21.82
				015796	9379507-00	PARKS- LANDSCAPING SUPPLIES 100-6150-6205-2301-0000-000 6.63
				015796	9409727-00	PARKS- LANDSCAPING SUPPLIES 100-6150-6205-2301-0000-000 233.82
				015796	9410700-00	PARKS- LANDSCAPING SUPPLIES 100-6150-6205-2301-0000-000 2.75
				015796	9410700-01	PARKS- LANDSCAPING SUPPLIES 100-6150-6205-2301-0000-000 13.43
				015796	9410960-00	PARKS- LANDSCAPING SUPPLIES 100-6150-6205-2301-0000-000 213.25
				015796	9411904-00	INV- LANDSCAPING SUPPLIES 100-1500-000 62.12 Total : 1,345.91
153413	12/23/2015	016765	HYDRO SCAPE		9402423-00	LLMD- LANDSCAPING SUPPLIES 701-6150-6220-2301-0000-000 225.27 Total : 225.27
153414	12/23/2015	093934	INDUSTRIAL SAFETY SUPPLY CORP.		1026884	INV- JANITORIAL SUPPLIES 100-1500-000 120.96 100-1500-000 29.86 Total : 150.82
153415	12/23/2015	046663	INFOSEND INC.		99406	C/S- UTILITY BILLING AND MAIL SVCS 100-6040-6042-2350-0000-000 7,596.01 Total : 7,596.01

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153416	12/23/2015	000276 INLAND WATER WORKS SUPPLY	279172		W- PIPING SUPPLIES	
			279415	054189	521-8100-8101-2301-0000-000	51.96
			279547	054189	521-8100-8101-2301-0000-000	3,147.91
			279567	054189	521-8100-8101-2301-0000-000	359.39
			279681	054189	521-8100-8101-2411-0000-000	950.44
			279715	054189	521-8100-8101-2301-0000-000	477.38
			279769	054189	521-8100-8101-2301-0000-000	204.59
				054189	521-8100-8101-2301-0000-000	309.38
					Total :	5,501.05
153417	12/23/2015	000276 INLAND WATER WORKS SUPPLY	279192		W- METER BOX COVERS	
				015920	521-1500-000	275.00
					521-1500-000	22.00
					Total :	297.00
153418	12/23/2015	093841 INTERWEST CONSULTING GROUP INC	24535		DEV SVCS- PLAN CHECK SVCS	
			24799	015978	100-6300-6302-2350-0000-000	9,560.11
				015978	100-6300-6302-2350-0000-000	962.47
					Total :	10,522.58
153419	12/23/2015	092166 K H METALS AND SUPPLY	0330450-IN		ELEC- VARIOUS REPAIR PARTS	
				015477	520-8000-8009-2225-0548-000	90.10
					Total :	90.10
153420	12/23/2015	060159 KIVRIZIS, ANGELIC	1068007.015		REFUND CLEANING DEPOSIT	
					100-6747-000	137.52
					Total :	137.52
153421	12/23/2015	093456 KROGER	1015045161		C.CARE- SUPPLIES FOR PRESCHOOL	
				015420	206-7200-7204-2305-0000-000	4.18

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153421	12/23/2015	093456 KROGER	(Continued) 1115045676	015421	C.CARE- SUPPLIES FOR PRESCHOOL 206-7200-7203-2305-0000-000	135.86
Total :						140.04
153422	12/23/2015	cbc#9123 LA BARGE INDUSTRIES, INC	00760255		CLOSING BILL CREDIT 520-2450-232	46.54
			00760290		CLOSING BILL CREDIT 520-2450-232	139.50
Total :						186.04
153423	12/23/2015	cbc0384 LAGUE, MARTIN	00700335		CLOSING BILL CREDIT 520-2450-232	121.77
Total :						121.77
153424	12/23/2015	093804 LAW OFFICE OF CHARISSE L SMITH	2021		LEGAL SERVICES- CODE COMPLIANCE 100-6050-6050-2350-0000-074	659.50
			2083		LEGAL SERVICES- CODE COMPLIANCE 100-6050-6050-2350-0000-074	1,394.80
			2084		LEGAL SERVICES- CODE COMPLIANCE 100-6050-6050-2350-0000-074	1,402.28
			2085		LEGAL SERVICES- CODE COMPLIANCE 100-6050-6050-2350-0000-074	184.50
			2086		LEGAL SERVICES- CODE COMPLIANCE 100-6050-6050-2350-0000-074	225.50
			2087		LEGAL SERVICES- CODE COMPLIANCE 100-6050-6050-2350-0000-074	246.00
Total :						4,112.58
153425	12/23/2015	cbc0398 LEE, ASHLY ALEXANDRIA	00281455		CLOSING BILL CREDIT 520-2450-232	25.11
Total :						25.11
153426	12/23/2015	092174 LEGALSHIED	DEC 15		PREMIUMS PROCESSED 762-2086-000	250.06
Total :						250.06

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153427	12/23/2015	032193 LEXIS-NEXIS	1630501-20151130	015685	PD- ADVANCED INVESTIGATIONS 100-6070-6071-2350-0000-000	555.90 Total : 555.90
153428	12/23/2015	042327 LIFE ASSIST	734366	015435	FIRE- MEDICAL SUPPLIES 100-6090-6091-2301-0000-000	170.40 Total : 170.40
153429	12/23/2015	041927 LOU'S TIRE SERVICE	78468	054196	AUTOMOTIVE TIRES 608-6150-8700-2210-8101-000	715.70
			78518	054196	AUTOMOTIVE TIRES 608-6150-8700-2210-6160-000	120.55
			78519	054196	AUTOMOTIVE TIRES 608-6150-8700-2210-6160-000	335.77
			78529	054196	AUTOMOTIVE TIRES 608-6150-8700-2210-6160-000	22.40
			79154	054196	AUTOMOTIVE TIRES 608-6150-8700-2210-8101-000	844.69 Total : 2,039.11
153430	12/23/2015	cbc0392 LUMANIAN, ARLENE	00170420		CLOSING BILL CREDIT 520-2450-232	108.92 Total : 108.92
153431	12/23/2015	013851 MARKS, CLIFTON	HEALTH CR- 4TH 2015		HR- RETIREE HEALTH CREDIT 100-6030-6030-1150-0000-000	2,601.12 Total : 2,601.12
153432	12/23/2015	049593 MARTINEZ, VIRGINIA	REBATE- TURF		WATER CONSERVATION REBATE 521-8100-8110-2041-0000-000	312.00 Total : 312.00
153433	12/23/2015	cbc0377 MARTINEZ, YOLANDA	00291000		CLOSING BILL CREDIT 520-2450-232	36.39 Total : 36.39
153434	12/23/2015	093033 MAYON, LLC	12/05-12/23 2015		FIN- PROF ACCOUNTING SERVICE 100-6040-6041-2350-0000-000	2,100.00

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153434	12/23/2015	093033	093033 MAYON, LLC		(Continued)	Total : 2,100.00
153435	12/23/2015	041081	MISSION LINEN SUPPLY & UNIFORM			
			501253925		ST- UNIFORM RENTAL SERVICE	
				015894	210-6150-6160-1170-0000-000	154.00
			501279613		ST- UNIFORM RENTAL SERVICE	
				015894	210-6150-6160-1170-0000-000	5.32
			501279617		ST- UNIFORM RENTAL SERVICE	
				015894	210-6150-6160-1170-0000-000	40.65
			501279618		PARKS- UNIFORM RENTAL SERVICE	
				015794	100-6150-6205-1170-0000-000	68.12
			501279619		LLMD- UNIFORM RENTAL SERVICE	
				015793	701-6150-6220-1170-0000-000	3.26
				015793	702-6150-6210-1170-0000-000	9.75
			501325341		ST- UNIFORM RENTAL SERVICE	
				015894	210-6150-6160-1170-0000-000	5.32
			501325345		ST- UNIFORM RENTAL SERVICE	
				015894	210-6150-6160-1170-0000-000	40.35
			501325346		PARKS- UNIFORM RENTAL SERVICE	
				015794	100-6150-6205-1170-0000-000	68.12
			501325347		LLMD- UNIFORM RENTAL SERVICE	
				015793	701-6150-6220-1170-0000-000	3.25
				015793	702-6150-6210-1170-0000-000	9.76
			501371092		ST- UNIFORM RENTAL SERVICE	
				015894	210-6150-6160-1170-0000-000	5.32
			501371096		ST- UNIFORM RENTAL SERVICE	
				015894	210-6150-6160-1170-0000-000	41.24
			501371097		PARKS- UNIFORM RENTAL SERVICE	
				015794	100-6150-6205-1170-0000-000	68.12
			501371098		LLMD- UNIFORM RENTAL SERVICE	
				015793	701-6150-6220-1170-0000-000	3.25
				015793	702-6150-6210-1170-0000-000	9.76
			501419628		ST- UNIFORM RENTAL SERVICE	
				015894	210-6150-6160-1170-0000-000	6.21
			501461756		ST- UNIFORM RENTAL SERVICE	
				015894	210-6150-6160-1170-0000-000	5.32
			501506339		ST- UNIFORM RENTAL SERVICE	
				015894	210-6150-6160-1170-0000-000	5.32

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153435	12/23/2015	041081	041081 MISSION LINEN SUPPLY & UNIFORM	(Continued)		Total : 552.44
153436	12/23/2015	093994	MONTROSE ENVIRONMENTAL CORP.	107973	ELEC- ENVIROMENTAL CONSULTING 520-8000-8003-2350-0923-000	5,691.25 Total : 5,691.25
153437	12/23/2015	060006	MORALES, NELSON		REBATE- TURF WATER CONSERVATION REBATE 521-8100-8110-2041-0000-000	758.00 Total : 758.00
153438	12/23/2015	058211	MORGAN, ARTHUR	12/14/15	MILEAGE REIMBURSEMENT 100-6300-9050-2280-0000-000	83.54 Total : 83.54
153439	12/23/2015	093985	MR. ECO	1078	REFUSE GRANT- RECYCLING ASSEMB 225-6020-1325-2306-0000-000	4,050.00 Total : 4,050.00
153440	12/23/2015	026185	MUSGRAVES, MICHAEL J		HEALTH CR- 4TH 2015 HR- RETIREE HEALTH CREDIT 100-6030-6030-1150-0000-000	1,592.10 Total : 1,592.10
153441	12/23/2015	cbc0381	NAIOLA, SARAH	00300590	CLOSING BILL CREDIT 520-2450-232	50.34 Total : 50.34
153442	12/23/2015	093220	NESTLE WATERS NORTH AMERICA	05K0030671473	BOTTLE WATER SVC (VARIOUS DEPT'S 100-6070-6071-2301-0000-000	247.10
				054155	100-6030-6030-2301-0000-000	37.78
				054155	100-6000-6000-2301-0000-000	27.06
				054155	100-6020-6020-2301-0000-000	14.98
				054155	100-6300-6301-2301-0000-000	33.42
				054155	100-6010-6010-2301-0000-000	14.98
				054155	206-7200-7202-2301-0000-000	23.78
				054155	206-7200-7203-2301-0000-000	19.25
				054155	520-8000-8001-2300-0921-000	180.15
				054155	606-6040-6044-2301-0000-000	19.94
				054155	100-6040-6041-2301-0000-000	18.49

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153442	12/23/2015	093220 NESTLE WATERS NORTH AMERICA	(Continued)			
				054155	100-6040-6042-2301-0000-000	18.49
				054155	522-8200-8200-2301-0000-000	138.64
				054155	100-6090-6091-2301-0000-000	21.21
				054155	100-6200-6212-2301-0000-000	99.74
				054155	100-6200-6217-2301-0000-000	94.00
				054155	100-6200-6213-2301-0000-000	58.51
				054155	521-8100-8101-2301-0000-000	22.57
				054155	100-6150-6151-2301-0000-000	22.57
				054155	100-6200-6250-2301-0000-000	6.47
				054155	605-6150-6211-2301-0000-000	15.77
				054155	608-6150-8700-2301-0000-000	15.78
				054155	210-6150-6160-2301-0000-000	98.33
				054155	100-6150-6205-2301-0000-000	98.33
					Total :	1,347.34
153443	12/23/2015	cbc0379 NORTHWOODS CONSTRUCTION	01020010		CLOSING BILL CREDIT 521-2450-000	587.85
					Total :	587.85
153444	12/23/2015	042690 NUNN, STEVE	HEALTH CR- 4TH 2015		HR- RETIREE HEALTH CREDIT 100-6030-6030-1150-0000-000	1,806.72
					Total :	1,806.72
153445	12/23/2015	cbc#9106 OASIS INVESTMENTS PROPERTY	00893900		CLOSING BILL CREDIT 520-2450-232	111.26
					Total :	111.26
153446	12/23/2015	045033 OFFICE DEPOT	810392461001		C/S- OFFICE SUPPLIES	
			810547298001	054199	100-6040-6042-2300-0000-000	323.99
				054199	100-6200-6201-2301-0000-000	9.42
				054199	100-6200-6215-2301-0000-000	35.00
			810547368001		COMM SVCS- OFFICE SUPPLIES	
				054199	100-6200-6201-2301-0000-000	12.01
			811112119001		ELEC- OFFICE SUPPLIES	
				054199	520-8000-8001-2300-0921-000	198.02

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153446	12/23/2015	045033 OFFICE DEPOT	(Continued) 811112181001		ELEC- OFFICE SUPPLIES 520-8000-8002-2301-0921-000	325.43
			811369410001	054199	C/S- OFFICE SUPPLIES 100-6040-6042-2300-0000-000	408.30
					Total :	1,312.17
153447	12/23/2015	cbc0380 OLIVARES, HAZAEL	02002786		CLOSING BILL CREDIT 520-2450-232	265.92
					Total :	265.92
153448	12/23/2015	059135 ORTEGA, MICHELLE	1068620-015		REFUND CLEANING DEPOSIT 100-6747-000	100.00
					Total :	100.00
153449	12/23/2015	003293 PADILLA, CAROLINA R	EXC MED 15/16		C. CLERK- MEDICAL REIMBURSEMENT 100-6010-6010-1100-0000-000	242.21
					Total :	242.21
153450	12/23/2015	042107 PAY, COLIN	HEALTH CR- 4TH 2015		HR- RETIREE HEALTH CREDIT 100-6030-6030-1150-0000-000	2,271.60
					Total :	2,271.60
153451	12/23/2015	044879 PEPE'S TOWING	44611		PD- TOWING SERVICE 100-6070-6071-2210-0000-000	260.00
					Total :	260.00
153452	12/23/2015	045299 PETTEY, DAVID	HEALTH CR- 4TH 2015		HR- RETIREE HEALTH CREDIT 100-6030-6030-1150-0000-000	1,806.72
					Total :	1,806.72
153453	12/23/2015	cbc0388 PIZZA HOUSE OR	01911950		CLOSING BILL CREDIT 520-2450-232	10.01
					Total :	10.01
153454	12/23/2015	093995 PLACEWORKS, INC.	57804	054230	DEV SVCS- ENVIRO SERVICES 762-2337-000	681.03

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153454	12/23/2015	093995	093995 PLACEWORKS, INC.		(Continued)	Total : 681.03
153455	12/23/2015	093896	PRISTINE UNIFORMS	2259	PD- UNIFORM-HEAT PRESS	25.92
				2284	100-6070-6071-1170-0000-000 PD- UNIFORM (P. GRIMES)	61.55
				2339	100-6070-6071-1170-0000-000 PD- UNIFORM (L. GUTIERREZ)	211.64
				2352	100-6070-6071-1170-0000-000 PD- UNIFORM (P. GRIMES)	69.11
					100-6070-6071-1170-0000-000	Total : 368.22
153456	12/23/2015	093060	PROTECTION ONE ALARM MONITORIN	106314726	PD- ELECTRONIC SECURITY SYSTEM	363.62
					100-6070-6071-2350-0000-000	Total : 363.62
153457	12/23/2015	093529	PTM GENERAL ENGINEERING SERVIC	PE #4 CCO	CIP- QUIET ZONE PROJECT	138,120.19
					451-1103-6987-3890-0000-000	-4,143.61
					451-2460-000	14,364.20
				PE#1- 2	CIP- COLTON QUIET ZONE PROJECT	-718.21
					451-1103-6987-3890-0000-000	Total : 147,622.57
					451-2460-000	
153458	12/23/2015	060154	RAMIREZ, JESUS	REBATE- PV	ELEC- RESIDENTIAL PV SYSTEM REBA	5,130.00
					520-8000-8006-2330-0555-540	Total : 5,130.00
153459	12/23/2015	cbc0376	RAMOS, ADAN	00440110	CLOSING BILL CREDIT	195.52
					520-2450-232	Total : 195.52
153460	12/23/2015	cbc0391	RASCH, SHANA	00882425	CLOSING BILL CREDIT	145.26
					520-2450-232	Total : 145.26
153461	12/23/2015	045002	RELIABLE ICE EQUIPMENT	43570	COMM SVCS- REPAIR ICE MACHINE	781.98
					100-6200-6217-2240-0000-000	
				015994		

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153461	12/23/2015	045002	RELIABLE ICE EQUIPMENT	(Continued)	100-6200-6217-2240-0000-000	39.52
Total :						821.50
153462	12/23/2015	093905	RIGHT OF WAY INC.	14532	CIP- TRAFFIC CONTROL EQUIP.	
				19966	450-1202-6970-3890-0000-000	1,124.28
				20074	CIP- TRAFFIC CONTROL EQUIP.	
					450-1202-6970-3890-0000-000	1,488.03
					100-6150-6205-2301-0000-000	62.50
					CIP- TRAFFIC CONTROL EQUIP.	
					450-1202-6970-3890-0000-000	1,285.09
Total :						3,959.90
153463	12/23/2015	038549	RODRIGUEZ, PATRICIA	DEC 2015	COMM SVCS- CONTRACT INSTRUCTOR	
				015727	100-6200-6202-2350-0000-000	1,557.60
Total :						1,557.60
153464	12/23/2015	093926	RRM DESIGN GROUP	0017-01-1115	DEV SVCS- DOWNTOWN DEV. CODE	
				015047	225-6300-6305-2350-0000-000	14,549.00
Total :						14,549.00
153465	12/23/2015	cbc0375	SAMOJLUK, MARTA	00850110	CLOSING BILL CREDIT	
					520-2450-232	143.81
Total :						143.81
153466	12/23/2015	018335	SAN BERNARDINO ASSOCIATED GOVT	884-C11001-2217778-8	CIP-LAUREL ST. GRADE SEPARATION PRJ	
				884-C11001-2217778-9	451-1103-6990-3890-0000-000	71,749.85
					CIP-LAUREL ST. GRADE SEPARATION PRJ	
					451-1103-6990-3890-0000-000	199,994.37
Total :						271,744.22
153467	12/23/2015	018335	SAN BERNARDINO ASSOCIATED GOVT	GA DUES 16-07	COUNCIL- GENERAL ASSESSMENT DUES	
					100-6000-6000-2270-0000-000	2,141.07
Total :						2,141.07
153468	12/23/2015	cbc0385	SANDHU, RANJITSINGH	00810140	CLOSING BILL CREDIT	
					520-2450-232	11.87

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153468	12/23/2015	cbc0385 cbc0385 SANDHU, RANJITSINGH	(Continued)			Total : 11.87
153469	12/23/2015	060150 SCOTT III, RAY ANTHONY	TUIT REIM- 15/16		TUITION REIMBURSEMENT 522-8200-8200-1161-0000-000	170.00 Total : 170.00
153470	12/23/2015	016974 SHAW, JOHN	HEALTH CR- 4TH 2015		HR- RETIREE HEALTH CREDIT 100-6030-6030-1150-0000-000	435.18 Total : 435.18
153471	12/23/2015	000224 SMART AND FINAL IRIS CO	178412	054208	COMM SVCS- SUPPLIES-TEEN CENTE 100-6200-6218-2301-0000-000	45.92 Total : 45.92
153472	12/23/2015	093734 SMART LEVELS MEDIA MAILING & P	251829	015556	COMM SVCS- MARKETING MATERIALS 100-6200-6214-2354-0000-000	216.43 Total : 216.43
153473	12/23/2015	cbc0396 SMITH, BRYAN	00290615		CLOSING BILL CREDIT 520-2450-232	141.71 Total : 141.71
153474	12/23/2015	058207 SMX CAPITAL INC.	NOV 15		PERFORMANCE BASED INCENTIVE RE 520-8000-8005-2350-0923-000	1,921.07 Total : 1,921.07
153475	12/23/2015	092670 SO CAL LOCKSMITH	31384	054209	WW- LOCK PARTS AND SERVICE 522-8200-8200-2255-0000-000	5.40
			31456	054209	WW- LOCK PARTS AND SERVICE 522-8200-8200-2255-0000-000	6.37
			34418	054209	LOCK PARTS AND SERVICE 605-6150-6211-2250-8001-000	304.32
					Total : 316.09	
153476	12/23/2015	092670 SO CAL LOCKSMITH	31393	015784	ST- LOCK PARTS & SERVICE 210-6150-6160-2301-0000-000	5.67
			31678	015784	ST- LOCK PARTS & SERVICE 210-6150-6160-2301-0000-000	16.20

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153476	12/23/2015	092670	092670 SO CAL LOCKSMITH		(Continued)	Total : 21.87
153477	12/23/2015	045545	SOFTERWARE, INC	W9196- 15/16	C. CARE- SUPPORT PLAN RENEWAL 206-7200-7202-2315-0000-000	320.00 Total : 320.00
153478	12/23/2015	cbc0394	SOTO, LIZET	00260908	CLOSING BILL CREDIT 520-2450-232	156.04 Total : 156.04
153479	12/23/2015	000228	SOUTHERN CALIFORNIA EDISON	2-01-195-9400-1215	ELEC- ELECTRIC SERVICE 520-8000-8011-2320-0585-000	182.39 Total : 182.39
153480	12/23/2015	003758	SOUTHERN CALIFORNIA EDISON	2-20-147-0325-1215	ELEC- ELECTRIC SERVICE 520-8000-8006-2330-0555-700	7,321.90 Total : 7,321.90
153481	12/23/2015	060151	SOVYANHADI, YOEDONO	REBATE- TURF	WATER CONSERVATION REBATE 521-8100-8110-2041-0000-000	800.00 Total : 800.00
153482	12/23/2015	000234	SQUIRES LUMBER COMPANY	305426	PARKS- MAINTENANCE MATERIAL 100-6150-6205-2301-0000-000	40.45
			305429	015795	PARKS- MAINTENANCE MATERIAL 100-6150-6205-2301-0000-000	51.69
			305434	015795	PARKS- MAINTENANCE MATERIAL 100-6150-6205-2301-0000-000	66.86
			305456	015795	PARKS- MAINTENANCE MATERIAL 100-6150-6205-2301-0000-000	82.05
			305476	015795	PARKS- MAINTENANCE MATERIAL 100-6150-6205-2301-0000-000	35.58
			305481	015835	ST- MAINTENANCE MATERIAL 210-6150-6160-2301-0000-000	35.61
			305484	015795	PARKS- MAINTENANCE MATERIAL 100-6150-6205-2301-0000-000	19.73
			305487	015835	ST- MAINTENANCE MATERIAL 210-6150-6160-2301-0000-000	4.31

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153482	12/23/2015	000234 SQUIRES LUMBER COMPANY	(Continued)			
			305509		PARKS- MAINTENANCE MATERIAL	
				015795	100-6150-6205-2301-0000-000	20.51
			305519		PARKS- MAINTENANCE MATERIAL	
				015795	100-6150-6205-2301-0000-000	13.90
			305546		ST- MAINTENANCE MATERIAL	
				015795	100-6150-6205-2301-0000-000	174.57
			305597		ST- MAINTENANCE MATERIAL	
				015795	100-6150-6205-2301-0000-000	6.42
			305636		ST- MAINTENANCE MATERIAL	
				015795	100-6150-6205-2301-0000-000	68.17
			305640		ST- MAINTENANCE MATERIAL	
				015835	210-6150-6160-2301-0000-000	18.35
			305672		ST- MAINTENANCE MATERIAL	
				015835	210-6150-6160-2301-0000-000	20.51
			305720		ST- MAINTENANCE MATERIAL	
				015835	210-6150-6160-2301-0000-000	11.53
			305740		ST- MAINTENANCE MATERIAL	
				015795	100-6150-6205-2301-0000-000	58.29
			305805		ST- MAINTENANCE MATERIAL	
				015835	210-6150-6160-2301-0000-000	9.70
			305820		ST- MAINTENANCE MATERIAL	
				015835	210-6150-6160-2301-0000-000	5.15
			908201		ST- MAINTENANCE MATERIAL	
				015835	210-6150-6160-2301-0000-000	47.86
			911744		PARKS- MAINTENANCE MATERIAL	
				015795	100-6150-6205-2301-0000-000	240.67
			913944		ST- MAINTENANCE MATERIAL	
				015795	100-6150-6205-2301-0000-000	250.09
					Total :	1,282.00
153483	12/23/2015	000234 SQUIRES LUMBER COMPANY	304908		WW- MAINTENANCE MATERIAL	
				054212	522-8200-8200-2255-0000-000	7.80
			304956		WW- MAINTENANCE MATERIAL	
				054212	522-8200-8200-2255-0000-000	73.99
			304991		WW- MAINTENANCE MATERIAL	
				054212	522-8200-8200-2255-0000-000	38.63

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153483	12/23/2015	000234 SQUIRES LUMBER COMPANY	(Continued)			
			305067		WW- MAINTENANCE MATERIAL	
				054212	522-8200-8200-2255-0000-000	43.16
			305068		WW- MAINTENANCE MATERIAL	
				054212	522-8200-8200-2257-0000-000	61.45
			305232		WW- MAINTENANCE MATERIAL	
				054212	522-8200-8200-2255-0000-000	17.27
			305265		WW- MAINTENANCE MATERIAL	
				054212	522-8200-8200-2255-0000-000	4.31
			305421		WW- MAINTENANCE MATERIAL	
				054212	522-8200-8200-2255-0000-000	18.34
			305449		WW- MAINTENANCE MATERIAL	
				054212	522-8200-8200-2255-0000-000	49.27
			305469		WW- MAINTENANCE MATERIAL	
				054212	522-8200-8200-2255-0000-000	41.88
			305513		WW- MAINTENANCE MATERIAL	
				054212	522-8200-8200-2255-0000-000	21.59
			305529		WW- MAINTENANCE MATERIAL	
				054212	522-8200-8200-2255-0000-000	77.45
			305641		WW- MAINTENANCE MATERIAL	
				054212	522-8200-8200-2255-0000-000	85.18
			305761		BM- MAINTENANCE MATERIAL	
				054212	605-6150-6211-2250-8200-000	15.10
			305772		BM- MAINTENANCE MATERIAL	
				054212	605-6150-6211-2250-6211-000	41.30
			305773		BM- MAINTENANCE MATERIAL	
				054212	605-6150-6211-2250-6211-000	32.92
			305794		BM- MAINTENANCE MATERIAL	
				054212	605-6150-6211-2250-8200-000	14.56
					Total :	644.20
153484	12/23/2015	003079 STATE OF CALIF / JUSTICE DEPT	136099		HR- FINGERPRINTING SERVICES	
				054213	100-6030-6030-2342-0000-000	320.00
			136340		C. CARE- FINGERPRINTING SERVICES	
				054213	206-7200-7202-2350-0000-000	74.00
					Total :	394.00

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153485	12/23/2015	cbc0386 STOCKWELL, JOHN	00390695		CLOSING BILL CREDIT 520-2450-232	207.53
Total :						207.53
153486	12/23/2015	024139 SUN BADGE CO	362714	015547	PD- BADGE REPAIRS 100-6070-6071-2350-0000-000	352.82
Total :						352.82
153487	12/23/2015	cbc0378 TC RENTALS	01931440		CLOSING BILL CREDIT 520-2450-232	94.39
Total :						94.39
153488	12/23/2015	093971 TESTOIL	143292	015681	ELEC- OIL ANALYSIS 520-8000-8009-2225-0548-000	3,500.00
Total :						3,500.00
153489	12/23/2015	059603 THE STANDARD INSURANCE COMPANY	DEC 15		LIFE & STD/LTD PREMIUMS 100-6030-6030-2440-0000-000 762-2205-000	10,881.05 802.32
Total :						11,683.37
153490	12/23/2015	cbc0383 THOMPSON, LARRY	00730560		CLOSING BILL CREDIT 520-2450-232	56.66
Total :						56.66
153491	12/23/2015	093146 TIME WARNER CABLE	844840- DEC 15		COMM SVCS- DIGITAL ADAPTER 100-6200-6217-2301-0000-000	48.16
Total :						48.16
153492	12/23/2015	048802 TORO, DAVID	EXC MED 15/16		COUNCIL- MEDICAL REIMBURSEMEN 100-6000-6000-1100-0000-000	900.95
Total :						900.95
153493	12/23/2015	093539 TSR CONSTRUCTION & INPECTIONS	#6- WASH/RECHE	015264	CIP- RECHE CANYON INTERSECTION I 450-0543-6970-3890-0000-000	233.99
				015264	450-0543-6983-3890-0000-000	1,806.01
				015264	450-0543-6970-3890-0000-000	334.91
				015264	450-0543-6983-3890-0000-000	2,585.09

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153493	12/23/2015	093539	TSR CONSTRUCTION & INPECTIONS	(Continued)		
				015264	450-0543-6970-3890-0000-000	1,697.56
				015264	450-0543-6983-3890-0000-000	13,102.44
					450-2460-000	-988.00
					Total :	18,772.00
153494	12/23/2015	092369	UNITED RENTALS	133798981-001	ELEC- CONCRETE MIXER RENTAL	
				015957	520-8000-8004-4930-0101-000	2,750.00
					520-8000-8004-4930-0101-000	220.00
					Total :	2,970.00
153495	12/23/2015	060158	VASQUEZ, ORALIA	REBATE- TOILET	WATER CONSERVATION REBATE	
					521-8100-8110-2041-0000-000	100.00
					Total :	100.00
153496	12/23/2015	036062	VERIZON CALIFORNIA	3810369-1115	ELEC- PHONE/MODEM CHARGES	
				015625	520-8000-8024-2310-0930-200	57.80
					Total :	57.80
153497	12/23/2015	093406	VERIZON WIRELESS	9755808667	DEV SVCS- CELLULAR SERVICES	
				054219	100-6300-6302-2310-0000-000	78.84
					9756405031	ELEC- CELLULAR SERVICES
				054219	520-8000-8001-2310-0930-200	456.12
					9756474075	PD- CELLULAR SERVICES
				054219	100-6070-6071-2310-0000-000	698.22
					9756488713	PD- CELLULAR SERVICES
				054219	100-6070-6071-2310-0000-000	1,459.38
					Total :	2,692.56
153498	12/23/2015	033501	VULCAN MATERIALS COMPANY	70974830	ST- ASPHALT MATERIAL	
				015798	210-6150-6160-2301-0000-000	112.90
					70980830	ST- ASPHALT MATERIAL
				015798	210-6150-6160-2301-0000-000	144.20
					Total :	257.10
153499	12/23/2015	000159	W W GRAINGER, INC	9911966480	INV- PAINT BRUSHES	
				016028	100-1500-000	33.84

Bank code : boa

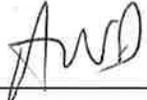
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153499	12/23/2015	000159 W W GRAINGER, INC	(Continued)			
			9912721629		100-1500-000	2.71
				016028	INV- BATTERIES	
					100-1500-000	304.71
					100-1500-000	24.39
					Total :	365.65
153500	12/23/2015	000159 W W GRAINGER, INC	9897983004			
				054221	WW- MAINTENANCE SUPPLIES	
					522-8200-8200-2255-0000-000	216.43
					Total :	216.43
153501	12/23/2015	059552 WALLACE, UN	REBATE- TURF			
					WATER CONSERVATION REBATE	
					521-8100-8110-2041-0000-000	800.00
					Total :	800.00
153502	12/23/2015	000750 WESCO DISTRIBUTION INC	602034			
				016014	ELEC INV- HARDWARE SUPPLIES	
					520-1500-154	2,688.12
					520-1500-154	215.05
					Total :	2,903.17
153503	12/23/2015	003478 WESTERN WATER WORKS SUPPLY	388852-00			
				015872	W. INV- CUT-OFF VALVE	
					521-1500-000	3,721.10
					521-1500-000	297.69
					Total :	4,018.79
153504	12/23/2015	044739 WHITE, CRAIG	HEALTH CR- 4TH 2015			
					HR- RETIREE HEALTH CREDIT	
					100-6030-6030-1150-0000-000	3,399.88
					Total :	3,399.88
153505	12/23/2015	059700 WILLIAMS, KENNETH MICHAEL	HEALTH CR- 4TH 2015			
					HR- RETIREE HEALTH CREDIT	
					100-6030-6030-1150-0000-000	1,592.10
					Total :	1,592.10
153506	12/23/2015	046622 WILLMORE, KENT	HEALTH CR- 4TH 2015			
					HR- RETIREE HEALTH CREDIT	
					100-6030-6030-1150-0000-000	2,601.12
					Total :	2,601.12
153507	12/23/2015	044062 ZENDEJAS, ROBERT R	HEALTH CR- 4RD 2015			
					HR- RETIREE HEALTH CREDIT	

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153507	12/23/2015	044062 ZENDEJAS, ROBERT R	(Continued)		100-6030-6030-1150-0000-000	1,592.10
						Total : 1,592.10
162 Vouchers for bank code : boa						Bank total : 863,727.21
162 Vouchers in this report						Total vouchers : 863,727.21



Anita Agramonte
Finance Director



Aurelio De La Torre
City Treasurer

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153508	12/30/2015	000788 AT & T	2654146855	015670	ELEC- FRAME CIRCUIT CHARGES 520-8000-8001-2310-0930-200	250.56 Total : 250.56
153509	12/30/2015	092644 ANDERSON, DEBORAH	DEC 15	015725	COMM SVCS- CONTRACT INSTRUCTO 100-6200-6202-2350-0000-000	368.20 Total : 368.20
153510	12/30/2015	093657 ANDERSON, LILI	DEC 15- 2	015729	COMM SVCS- CONTRACT INSTRUCTO 100-6200-6202-2350-0000-000	23.80 Total : 23.80
153511	12/30/2015	046028 AT & T	2710107-1215	054153	I.S.- TELEPHONE SERVICES 606-6040-6044-2310-0000-000	88.90
			3410640-1215	054153	I.S.- TELEPHONE SERVICES 606-6040-6044-2310-0000-000	375.97
			3700807-1215	054153	FIRE- TELEPHONE SERVICES 100-6090-6091-2310-0000-000	16.63
			3703596-1215	054153	PD- TELEPHONE SERVICES 100-6070-6071-2310-0000-000	53.14
			3703715-1215	054153	COMM SVCS- TELEPHONE SERVICES 100-6200-6250-2310-0000-000	17.18
			3706146-1215	054153	FIRE- TELEPHONE SERVICES 100-6090-6091-2310-0000-000	18.52
			4330012-1215	054153	COMM SVC- TELEPHONE SERVICES 100-6200-6202-2310-0000-000	78.52
			4330258-1215	054153	COMM SVC- TELEPHONE SERVICES 100-6200-6202-2310-0000-000	36.19
			4512619-1215	054153	I.S.- TELEPHONE SERVICES 606-6040-6044-2310-0000-000	69.15
			5141132-1215	054153	PD- TELEPHONE SERVICES 100-6070-6071-2310-0000-000	631.26
			7831333-1215	054153	I.S.- TELEPHONE SERVICES 606-6040-6044-2310-0000-000	113.52
			7832544-1215	054153	I.S.- TELEPHONE SERVICES 606-6040-6044-2310-0000-000	101.62

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153511	12/30/2015	046028 AT & T	(Continued) 8243247-1215	054153	PD- TELEPHONE SERVICES 100-6070-6071-2310-0000-000	0.48
Total :						1,601.08
153512	12/30/2015	092211 AT & T SOLUTIONS	3982510303	015612	ELEC- SERVICE ON WAN MODEMS 520-8000-8009-2225-0548-000	199.32
			3996510307	015612	ELEC- SERVICE ON WAN MODEMS 520-8000-8001-2310-0930-200	148.00
Total :						347.32
153513	12/30/2015	000205 AT&T	2710100-1215	054152	PD- TELEPHONE SERVICES 100-6070-6071-2310-0000-000	33.28
			2710101-1215	054152	PD- TELEPHONE SERVICES 100-6070-6071-2310-0000-000	33.80
Total :						67.08
153514	12/30/2015	060171 AVINA, CESAR	REFUND- DOG LIC		PD- REFUND DOG LICENSE 100-5401-000	50.00
Total :						50.00
153515	12/30/2015	033590 BIO-TOX LABORATORIES	31373	015557	PD- LAB ANALYSIS 100-6070-6071-2350-0000-000	523.00
Total :						523.00
153516	12/30/2015	093975 BLACK, ROBERT DOUGLAS	DEC 15	015766	COMM SVCS- CONTRACT INSTRUCTOI 100-6200-6202-2350-0000-000	11.20
Total :						11.20
153517	12/30/2015	060163 BMMD PROPERTIES LLC	REBATE- TIMER		WATER CONSERVATION REBATE 521-8100-8110-2041-0000-000	250.00
Total :						250.00
153518	12/30/2015	093948 BRAUN BLAISING MCLAUGHLIN &	15849	015814	ELEC- LEGAL SERVICES 520-8000-8001-2350-0923-000	467.60
Total :						467.60
153519	12/30/2015	043162 CALIFORNIA TOOL & WELD SUPPLY	082032		FIRE- OXYGEN CYLINDER RE-FILLS	

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153519	12/30/2015	043162 CALIFORNIA TOOL & WELD SUPPLY	(Continued)	015434	100-6090-6091-2301-0000-000	192.27
Total :						192.27
153520	12/30/2015	060162 CANCINO, ADELINE	REBATE- TURF		WATER CONSERVATION REBATE 521-8100-8110-2041-0000-000	396.00
Total :						396.00
153521	12/30/2015	060100 CASTANEDA, JAVIER	REBATE- MULCH		WATER CONSERVATION REBATE 521-8100-8110-2041-0000-000	236.86
Total :						236.86
153522	12/30/2015	045027 CDW GOVERNMENT	BMJ5043	054158	I.S.- COMPUTER SUPPLIES 606-6040-6044-4900-0000-000 606-6040-6044-4900-0000-000	838.48 67.08
Total :						905.56
153523	12/30/2015	093729 CHILDCARE CAREERS, LLC	224087	015460	C. CARE- TEACHERS & AIDES 206-7200-7202-2350-0000-000	91.40
Total :						91.40
153524	12/30/2015	093122 CINTAS CORP. LOC#150	150594246 150598018	015614 015614	ELEC- UNIFORM CLEANING SVC 520-8000-8009-2225-0548-000 ELEC- UNIFORM CLEANING SERVICE 520-8000-8009-2225-0548-000	158.63 158.63
Total :						317.26
153525	12/30/2015	093816 CLEARSTREAM RECYCLING INC.	64997	015993 015993 015993 015993 015993 015993 015993 015993 015993 015993	COMM SVCS- RECYCLING BAGS 100-6200-6217-2301-0000-000 100-6200-6212-2301-0000-000 100-6200-6213-2301-0000-000 100-6200-6218-2301-0000-000 100-6200-6214-2306-0000-000 100-6200-6201-2301-0000-000 100-6200-6217-2301-0000-000 100-6200-6212-2301-0000-000 100-6200-6213-2301-0000-000	103.55 103.55 58.41 103.55 58.41 103.53 44.85 44.85 25.30

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153525	12/30/2015	093816 CLEARSTREAM RECYCLING INC.	(Continued)			
				015993	100-6200-6218-2301-0000-000	44.85
				015993	100-6200-6214-2306-0000-000	25.30
				015993	100-6200-6201-2301-0000-000	44.85
					762-2210-000	-42.48
					100-6200-6217-2301-0000-000	8.28
					100-6200-6212-2301-0000-000	8.28
					100-6200-6213-2301-0000-000	4.67
					100-6200-6218-2301-0000-000	8.28
					100-6200-6214-2306-0000-000	4.67
					100-6200-6201-2301-0000-000	8.30
					Total :	761.00
153526	12/30/2015	000491 COLTON TRUCK SUPPLY	5253430014		ELEC- AUTOMOTIVE PARTS	
				054161	520-8000-8003-2301-0921-000	111.37
					Total :	111.37
153527	12/30/2015	046366 CORONA, MANUEL A.	DEC 15		COMM SVCS- CONTRACT INSTRUCTOI	
				015728	100-6200-6202-2350-0000-000	319.90
					Total :	319.90
153528	12/30/2015	043438 DELL COMPUTER CORPORATION	XJTWFXXM8		ELEC- LASER PRINTER	
				015945	520-8000-8001-4900-0101-000	271.99
					206-7200-7203-2300-0000-000	11.49
					520-8000-8001-4900-0101-000	8.68
			XJTWK63R4		I.S.- DELL PROJECTOR	
				015945	606-6040-6044-2315-0000-000	533.69
					206-7200-7203-2300-0000-000	12.06
					520-8000-8001-4900-0101-000	9.11
					606-6040-6044-2315-0000-000	20.73
			XJTW94J7		C. CARE- PRINTER	
				015945	206-7200-7203-2300-0000-000	360.09
					206-7200-7203-2300-0000-000	24.03
			XJTW8N2		I.S.- PROJECTOR CASE	
				015945	606-6040-6044-2315-0000-000	85.39
					206-7200-7203-2300-0000-000	1.97
					520-8000-8001-4900-0101-000	1.49

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153528	12/30/2015	043438 DELL COMPUTER CORPORATION	(Continued)		606-6040-6044-2315-0000-000	3.37
			XJTX2R6N6		COMPUTERS (VARIOUS DEPT'S)	
				015945	206-7200-7203-2301-0000-000	1,284.43
				015945	522-8200-8200-2301-0000-000	1,284.43
				015945	606-6040-6044-2315-0000-000	2,568.86
					606-6040-6044-2315-0000-000	16.00
					206-7200-7203-2301-0000-000	67.72
					206-7200-7203-2300-0000-000	18.99
					522-8200-8200-2301-0000-000	67.72
					520-8000-8001-4900-0101-000	14.34
					606-6040-6044-2315-0000-000	168.07
					Total :	6,834.65
153529	12/30/2015	093773 DM CONTRACTING, INC.	4328		CDBG- CITYWIDE CONCRETE	
				015888	215-1501-6920-3890-0000-000	49,278.25
					215-2460-000	-2,463.91
					Total :	46,814.34
153530	12/30/2015	060168 DYBOWSKI, DOUGLAS	REBATE- A/C UPGRADE		PUBLIC BEN- A/C UPGRADE	
					526-8000-8035-2041-0930-010	600.00
					Total :	600.00
153531	12/30/2015	092344 EZ LANDSCAPE/SUNNY DAY LANDSCA	1576		LLMD- LANDSCAPE LIGHTING PROJECT	
				015770	701-6150-6220-2350-0000-000	3,583.33
				015770	702-6150-6210-2350-0000-000	7,916.67
				015770	722-6150-8215-2350-0000-000	9,000.00
					Total :	20,500.00
153532	12/30/2015	058708 FERNANDEZ, ANTHONY	12/10/15		COMM SVCS- REIMBURSE FOR SUPPLIES	
					100-6200-6214-2306-0000-000	204.60
					Total :	204.60
153533	12/30/2015	093728 FIRE APPARATUS SOLUTIONS	9830		FIRE- VEHICLE MAINTENANCE	
				015586	100-6090-6091-2210-0000-000	2,989.02
			9831		FIRE- VEHICLE MAINTENANCE	
				015586	100-6090-6091-2210-0000-000	285.53

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153533	12/30/2015	093728	FIRE APPARATUS SOLUTIONS (Continued)			
			9832	015586	FIRE- VEHICLE MAINTENANCE 100-6090-6091-2210-0000-000	65.00
			9833	015586	FIRE- VEHICLE MAINTENANCE 100-6090-6091-2210-0000-000	1,888.42
			9834	015586	FIRE- VEHICLE MAINTENANCE 100-6090-6091-2210-0000-000	356.74
Total :						5,584.71
153534	12/30/2015	092134	FOX OCCUPATIONAL MEDICAL CENTE			
			5823-64108	016036	FIRE- TB TESTS & EEG'S 100-6090-6091-2350-0000-000	748.00
			5823-65102	016036	FIRE- TB TESTS & EEG'S 100-6090-6091-2350-0000-000	261.00
Total :						1,009.00
153535	12/30/2015	060167	GARCIA, ALEJANDRO			
			REBATE- WASHER		PUBLIC BEN- ENERGY EFFICIENCY RE 526-8000-8035-2041-0930-010	75.00
Total :						75.00
153536	12/30/2015	093573	GARDA CL WEST, INC.			
			10168304	015411	TREASURER- CASH TRANSPORT SVC: 100-6060-6060-2350-0000-000	462.50
Total :						462.50
153537	12/30/2015	000157	GENUINE AUTO PARTS			
			131641	054176	WW- AUTOMOTIVE PARTS 522-8200-8200-2255-0000-000	4.73
			131793	054176	WW- AUTOMOTIVE PARTS 522-8200-8200-2255-0000-000	107.56
			131796	054176	WW- AUTOMOTIVE SAFETY PARTS 522-8200-8200-1180-0000-000	25.57
			133303	054176	WW- AUTOMOTIVE PARTS 522-8200-8200-2255-0000-000	161.96
			134437	054176	FIRE- AUTOMOTIVE PARTS 100-6090-6091-2210-0000-000	23.06
			135059	054176	AUTOMOTIVE PARTS 520-8000-8004-2301-0921-000	42.88
Total :						365.76

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153538	12/30/2015	045250 HDL COREN & CONE	0022268-IN		CONTINUING DISCLOSURE	
			0022269-IN		358-1000-1000-2350-0000-000	1,250.00
					CONTINUING DISCLOSURE	
					350-7700-7707-2350-0000-000	1,250.00
					521-8100-8101-2350-0000-000	1,500.00
			0022270-IN		CONTINUING DISCLOSURE	
					522-8200-8200-2350-0000-000	1,250.00
					Total :	5,250.00
153539	12/30/2015	025906 HOME DEPOT	6590839		ELEC- HARDWARE SUPPLIES	
				054181	520-8000-8003-2301-0921-000	23.60
					520-8000-8003-2301-0921-000	1.95
					Total :	25.55
153540	12/30/2015	060166 IGNACIO, GENARO	REBATE- POOL PUMP		PUBLIC BEN- ENERGY EFFICIENCY	
					526-8000-8035-2041-0930-010	250.00
					Total :	250.00
153541	12/30/2015	093565 INLAND BODY & PAINT CENTER	804306		RISK- REPAIRS TO ELEC VEHICLE	
					607-6040-8601-2290-0000-000	1,259.82
					Total :	1,259.82
153542	12/30/2015	018204 INLAND DESERT SECURITY &, COMMUNICAT	151200506101		ELEC- AFTER-HOURS ANSWERING SVC	
				015520	520-8000-8001-2350-0923-000	347.35
					Total :	347.35
153543	12/30/2015	059253 IRON MOUNTAIN ARCHIVE	LZH6075		ECON DEV- STORAGE SERVICES	
					100-6300-9050-2350-0000-000	102.83
			MBF3836		DEV SVCS- STORAGE SERVICES	
					100-6300-9050-2350-0000-000	102.83
					Total :	205.66
153544	12/30/2015	093195 JOHNSON RENTAL SERVICES	13013465-0001		WW- EQUIPMENT RENTAL	
				015701	522-8200-8200-2420-0000-000	2,137.97
					Total :	2,137.97
153545	12/30/2015	003770 JONES CHEMICALS, INC	674145		W- CHEMICAL SUPPLIES	
				054192	521-8100-8101-2308-0000-000	4,876.87

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153545	12/30/2015	003770 JONES CHEMICALS, INC	(Continued) 676155	054192	W- CHEMICAL SUPPLIES 521-8100-8101-2308-0000-000	4,807.03
Total :						9,683.90
153546	12/30/2015	060038 KRUGER, SHIRLEY JEAN	REBATE- FANS		PUBLIC BEN- ENERGY EFFICIENCY RE 526-8000-8035-2041-0930-010	30.00
Total :						30.00
153547	12/30/2015	023087 LAKESHORE LIFESKILLS	3309891215	054194	C.CARE- EDUCATIONAL MATERIAL 206-7200-7203-2304-0000-000 206-7200-7203-2304-0000-000	79.91 6.59
Total :						86.50
153548	12/30/2015	093969 LEIDOS ENGINEERING, LLC	INV-0003785098	015671	ELEC- PROF ENGINEERING SVCS 520-8000-8002-2350-0923-000	53,370.00
Total :						53,370.00
153549	12/30/2015	060091 LOPEZ, DORA	REBATE- WINDOWS		PUBLIC BEN- WEATHERIZTION REBATI 526-8000-8035-2041-0930-010	601.68
Total :						601.68
153550	12/30/2015	060164 MANN, REGINALD	00587235		CLOSING BILL CREDIT 520-2450-232	250.00
Total :						250.00
153551	12/30/2015	093924 MEZA GERMAN, NINA	DEC 15	015730	COMM SVCS- CONTRACT INSTRUCTOI 100-6200-6202-2350-0000-000	70.70
Total :						70.70
153552	12/30/2015	041081 MISSION LINEN SUPPLY & UNIFORM	501268726	054197	UNIFORM RENTAL SERVICES 521-8100-8101-1170-0000-000	18.00
			501308047	054197	WW- UNIFORM RENTAL SERVICES 522-8200-8200-1170-0000-000	215.73
			501325340	054197	W- UNIFORM RENTAL SERVICES 521-8100-8101-1170-0000-000	222.71
			501352685	054197	WW- UNIFORM RENTAL SERVICES 522-8200-8200-1170-0000-000	214.37

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153552	12/30/2015	041081 MISSION LINEN SUPPLY & UNIFORM	(Continued)			
			501371091		W- UNIFORM RENTAL SERVICES	
			501443820	054197	521-8100-8101-1170-0000-000	231.13
			501461755	054197	WW- UNIFORM RENTAL SERVICES	
					522-8200-8200-1170-0000-000	215.49
			501497204	054197	W- UNIFORM RENTAL SERVICES	
					521-8100-8101-1170-0000-000	230.16
			501543282	054197	PD- TOWEL RENTAL SVC	
					100-6070-6071-2350-0000-000	124.63
			501543283	054197	BM- MAT RENTAL SERVICE	
					605-6150-6211-2250-0000-000	39.71
				054197	PD- TOWEL RENTAL SERVICE	
					100-6070-6071-2350-0000-000	124.63
					Total :	1,636.56
153553	12/30/2015	041081 MISSION LINEN SUPPLY & UNIFORM	501419632		ST- UNIFORM RENTAL SERVICE	
				015894	210-6150-6160-1170-0000-000	40.35
			501419633		PARKS- UNIFORM RENTAL SVC	
				015794	100-6150-6205-1170-0000-000	68.12
			501461760		ST- UNIFORM RENTAL SERVICE	
				015894	210-6150-6160-1170-0000-000	40.35
			501461761		PARKS- UNIFORM RENTAL SVC	
				015794	100-6150-6205-1170-0000-000	68.12
			501506343		ST- UNIFORM RENTAL SERVICE	
				015894	210-6150-6160-1170-0000-000	40.94
			501506344		PARKS- UNIFORM RENTAL SVC	
				015794	100-6150-6205-1170-0000-000	68.12
					Total :	326.00
153554	12/30/2015	093781 NBS GOVERNMENT FINANCE GROUP	101500118		W- PROF SVCS- WATER RATE STUDY	
				015782	521-8100-8101-2350-0000-000	2,297.50
			91500009		W- PROF SVCS- WATER RATE STUDY	
				015782	521-8100-8101-2350-0000-000	2,476.25
			91500269		W- PROF SVCS- WATER RATE STUDY	
				015782	521-8100-8101-2350-0000-000	1,685.00
					Total :	6,458.75

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153555	12/30/2015	093220 NESTLE WATERS NORTH AMERICA	05I0034312421		C. CARE- BOTTLE WATER SERVICE	
				054155	206-7200-7203-2305-0000-000	19.77
			05J0034312421		C. CARE- BOTTLE WATER SERVICE	
				054155	206-7200-7203-2305-0000-000	42.09
			05K0034312421		C. CARE- BOTTLE WATER SERVICE	
				054155	206-7200-7203-2305-0000-000	47.00
Total :						108.86
153556	12/30/2015	093220 NESTLE WATERS NORTH AMERICA	05K0030671358		LIB- BOTTLE WATER SERVICE	
				054155	100-6200-6250-2301-0000-000	43.09
			05K0030671663		ELEC- BOTTLE WATER SERVICE	
				054155	520-8000-8009-2225-0548-000	43.38
			05K0030671911		PURCH- BOTTLE WATER SERVICE	
				054155	100-6040-6043-2300-0000-000	12.14
			05K0030672000		BM- BOTTLE WATER SERVICE	
				054155	605-6150-6211-2301-0000-000	3.23
				054155	608-6150-8700-2301-0000-000	3.24
Total :						105.08
153557	12/30/2015	093220 NESTLE WATERS NORTH AMERICA	05I0034312413		C. CARE- BOTTLE WATER SERVICE	
				054155	206-7200-7203-2305-0000-000	23.43
			05J0034312413		C. CARE- BOTTLE WATER SERVICE	
				054155	206-7200-7203-2305-0000-000	30.68
			05K0034312413		C. CARE- BOTTLE WATER SERVICE	
				054155	206-7200-7203-2305-0000-000	42.34
Total :						96.45
153558	12/30/2015	045033 OFFICE DEPOT	811436046001		COMM SVCS- OFFICE SUPPLIES	
				054199	100-6200-6217-2301-0000-000	80.56
					100-6200-6217-2301-0000-000	6.44
			812567317001		ELEC- OFFICE SUPPLIES	
				054199	520-8000-8005-2341-0930-200	253.80
					520-8000-8005-2341-0930-200	20.30
		813776667001		COMM SVCS- OFFICE SUPPLIES		
			054199	100-6200-6217-2301-0000-000	34.10	
				100-6200-6217-2301-0000-000	2.73	
		813776766001		COMM SVCS- OFFICE SUPPLIES		

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153558	12/30/2015	045033 OFFICE DEPOT	(Continued)			
				054199	100-6200-6217-2301-0000-000	10.49
					100-6200-6217-2301-0000-000	0.84
			813776767001		COMM SVCS- OFFICE SUPPLIES	
				054199	100-6200-6217-2301-0000-000	10.49
					100-6200-6217-2301-0000-000	0.84
			814088853001		COMM SVCS- OFFICE SUPPLIES	
				054199	100-6200-6217-2301-0000-000	78.13
					100-6200-6217-2301-0000-000	6.25
					Total :	504.97
153559	12/30/2015	060169 OLLER, TELEA	REBATE- A/C UPGRADE		PUBLIC BEN- A/C UPGRADE REBATE	
					526-8000-8035-2041-0930-010	800.00
					Total :	800.00
153560	12/30/2015	059777 PALMA, RENE	REBATE- WINDOWS		PUBLIC BEN- WEATHERIZATION REBA	
					526-8000-8035-2041-0930-010	692.17
					Total :	692.17
153561	12/30/2015	093911 RIVERSIDE COUNTY DEPARTMENT OF	AN0000000625		PD- ANIMAL SHELTER SERVICES	
				015539	100-6070-6071-2350-0000-000	15,053.00
					Total :	15,053.00
153562	12/30/2015	060170 ROBINSON, GLORIA	REBATE- A/C TUNE UP		PUBLIC BEN- A/C TUNE UP REBATE	
					526-8000-8035-2041-0930-010	60.00
					Total :	60.00
153563	12/30/2015	060165 ROBLED0, PATRICK	2007348.015		COMM SVCS- YBB REFUND	
					100-6750-000	48.00
					Total :	48.00
153564	12/30/2015	059720 ROBLES, ELSIE	1069118.015		REFUND CLEANING DEPOSIT	
					100-6747-000	50.00
					Total :	50.00
153565	12/30/2015	059555 ROJAS, VICTOR	REBATE- WASHER		ENERGY EFFICIENCY REBATE	
					526-8000-8035-2041-0930-010	75.00

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153565	12/30/2015	059555	059555 ROJAS, VICTOR		(Continued)	Total : 75.00
153566	12/30/2015	014952	S & W PLASTICS	0587503	FIRE- MAGNETIC DECALS 100-6090-6091-2301-0000-000	184.26 Total : 184.26
153567	12/30/2015	003799	SAN BERNARDINO COUNTY	18756- 1	PD- RADIO ACCESS SERVICE 100-6070-6071-2310-0000-000	10,951.04
				18756- 2	PD- RADIO MAINTENANCE FEES 100-6070-6071-2240-0000-000	1,679.77
				18756- 5	PD- DISPATCH CONSOLE MAINT. 100-6070-6071-2240-0000-000	1,053.00
				18756- 6	PD- COUNTY WAN CONNECTION 100-6070-6071-2310-0000-000	324.00 Total : 14,007.81
153568	12/30/2015	015748	SAN BERNARDINO COUNTY	18756- 3 & 4	PD- SHERIFF'S AUTO SYSTEM 100-6070-6071-2350-0000-000	444.11 Total : 444.11
153569	12/30/2015	057771	SAN BERNARDINO COUNTY POLICE	DUES 2016	PD- DUES (M. OWENS) 100-6070-6071-2270-0000-000	250.00 Total : 250.00
153570	12/30/2015	093702	SERRANO NURSERY	8736	W- LANDSCAPING SUPPLIES 521-8100-8110-3890-0000-000	181.44
				8745	W- LANDSCAPING SUPPLIES 521-8100-8110-3890-0000-000	51.84
				8754	W- LANDSCAPING SUPPLIES 521-8100-8110-3890-0000-000	95.04
				8809	W- LANDSCAPING SUPPLIES 521-8100-8110-3890-0000-000	64.53
				8824	W- LANDSCAPING SUPPLIES 521-8100-8110-3890-0000-000	73.17 Total : 466.02
153571	12/30/2015	093642	SHRED-IT USA INC.	9408498569	PD- DOCUMENT DESTRUCTION SVC 100-6070-6071-2350-0000-000	132.66

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153571	12/30/2015	093642 093642 SHRED-IT USA INC.			(Continued)	Total : 132.66
153572	12/30/2015	000224 SMART AND FINAL IRIS CO	12/19/15	054208	COMM SVCS- SUPPLIES FOR EVENTS 100-6200-6209-2301-0000-000	94.96 Total : 94.96
153573	12/30/2015	058614 SO CAL INDUSTRIES	208349		COMM SVCS- RESTROOM RENTALS 100-6200-6214-2350-0000-000	308.80 Total : 308.80
153574	12/30/2015	092670 SO CAL LOCKSMITH	34398	015789	PARKS- LOCK PARTS & SERVICE 100-6150-6205-2301-0000-000	171.58 Total : 171.58
153575	12/30/2015	092670 SO CAL LOCKSMITH	31616	054209	ELEC- LOCK PARTS & SVC 520-8000-8003-2301-0921-000 520-8000-8003-2301-0921-000	1.20 0.10 Total : 1.30
153576	12/30/2015	001473 SOUTHERN CALIFORNIA EDISON	7500598967 7500602921		ELEC- BILL OF SALE 520-8000-8002-2255-0592-100 ELEC- BILL OF SALE 520-8000-8002-2255-0592-100	19.33 19.33 Total : 38.66
153577	12/30/2015	003763 SOUTHERN CALIFORNIA EDISON	7500605583		ELEC- DISTRIBUTION ACCESS TARIFF 520-8000-8006-2330-0555-700	21,848.24 Total : 21,848.24
153578	12/30/2015	000234 SQUIRES LUMBER COMPANY	304937 304970 305105 305159 305192	054212 054212 054212 054212 054212	W- MAINTENANCE MATERIAL 521-8100-8101-2411-0000-000 W- MAINTENANCE MATERIAL 521-8100-8110-3890-0000-000 W- MAINTENANCE MATERIAL 521-8100-8101-2411-0000-000 W- MAINTENANCE MATERIAL 521-8100-8101-1180-0000-000 W- MAINTENANCE MATERIAL	17.26 14.33 13.02 15.11

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153578	12/30/2015	000234 SQUIRES LUMBER COMPANY	(Continued)			
			305193	054212	521-8100-8101-2411-0000-000 W- MAINTENANCE MATERIAL	6.03
			305260	054212	521-8100-8101-2411-0000-000 W- MAINTENANCE MATERIAL	76.38
			305286	054212	521-8100-8110-3890-0000-000 W- MAINTENANCE MATERIAL	37.79
			305290	054212	521-8100-8101-2301-0000-000 W- MAINTENANCE MATERIAL	14.55
			305339	054212	521-8100-8101-2411-0000-000 W- MAINTENANCE MATERIAL	30.22
			305341	054212	521-8100-8101-2411-0000-000 W- MAINTENANCE MATERIAL	35.62
			305499	054212	521-8100-8101-2411-0000-000 W- MAINTENANCE MATERIAL	15.11
			305603	054212	522-8200-8200-2255-0000-000 BM- MAINTENANCE MATERIAL	17.24
			305683	054212	605-6150-6211-2250-6091-000 W- MAINTENANCE MATERIAL	55.46
			305722	054212	521-8100-8101-2301-0000-000 W- MAINTENANCE MATERIAL	40.98
			305738	054212	521-8100-8101-2301-0000-000 BM- MAINTENANCE MATERIAL	14.55
			305749	054212	605-6150-6211-2250-6091-000 BM- MAINTENANCE MATERIAL	37.52
			305865	054212	605-6150-6211-2250-6091-000 ELEC- MAINTENANCE MATERIAL	5.39
			305868	054212	520-8000-8003-2301-0921-000 ELEC- CREDIT	5.71
			305871	054212	520-8000-8003-2301-0921-000 ELEC- MAINTENANCE MATERIAL	-0.32
				054212	520-8000-8003-2301-0921-000	1.08
					Total :	453.03
153579	12/30/2015	016809 STATE OF CALIFORNIA	1601E52040		W- AQMD FEES	
					364-7900-7900-2510-0000-000	8,076.22
					364-7900-7900-2500-0000-000	7,706.90

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153579	12/30/2015	016809 016809 STATE OF CALIFORNIA	(Continued)			Total : 15,783.12
153580	12/30/2015	092338 STEWART, HOPE	DEC 15	015731	COMM SVCS- CONTRACT INSTRUCTOI 100-6200-6202-2350-0000-000	16.80 Total : 16.80
153581	12/30/2015	060095 STYLIANIDES, JOHN	REBATE- WASHER REBATE- WASHER-W		PUBLIC BEN- ENERGY EFFICENCY REI 526-8000-8035-2041-0930-010 WATER CONSERVATION REBATE 521-8100-8110-2041-0000-000	75.00 75.00 Total : 150.00
153582	12/30/2015	093976 TALBERT, TYRON D.	DEC 15	015767	COMM SVCS- CONTRACT INSTRUCTOI 100-6200-6202-2350-0000-000	21.00 Total : 21.00
153583	12/30/2015	002964 THE COUNSELING TEAM	29978	054163	HR- COUNSELING SERVICES 100-6030-6030-2342-0000-000	1,020.00 Total : 1,020.00
153584	12/30/2015	021869 UNION BANK OF CALIFORNIA	959541		ADMIN FEES(PFA ELEC REV BDS 2012/ 520-8000-8001-2380-0930-200	2,225.00 Total : 2,225.00
153585	12/30/2015	092369 UNITED RENTALS	13409	016066	ELEC- EQUIPMENT RENTAL 520-8000-8009-2225-0548-000	39,973.00 Total : 39,973.00
153586	12/30/2015	093406 VERIZON WIRELESS	9755808653 9755808659 9755808661 9755808662 9755808663	054219 054219 054219 054219 054219	AUTO- CELLULAR SERVICES 608-6150-8700-2310-0000-000 PW- CELLULAR SERVICES 100-6150-6151-2310-0000-000 PARKS- CELLULAR SERVICES 100-6150-6205-2310-0000-000 WW- CELLULAR SERVICES 522-8200-8200-2310-0000-000 BM- CELLULAR SERVICES 605-6150-6211-2310-0000-000	11.64 643.59 173.68 475.22 67.22

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153586	12/30/2015	093406 VERIZON WIRELESS	(Continued) 9755808664	054219	W- CELLULAR SERVICES 521-8100-8101-2310-0000-000	2,247.80 Total : 3,619.15
153587	12/30/2015	092064 WALTER'S WHOLESALE ELECTRIC	1435602-00	054222	ELEC- ELECTRICAL SUPPLIES 520-8000-8003-2301-0921-000	143.16 Total : 143.16
153588	12/30/2015	000750 WESCO DISTRIBUTION INC	609912	016014	ELEC INV- HARDWARE SUPPLIES 520-1500-154 520-1500-154	234.00 18.72 Total : 252.72
153589	12/30/2015	093847 WHITE NELSON DIEHL EVANS LLP	156915	015928	FIN- CONSULTING SERVICES-AUDIT 100-6040-6041-2350-0000-000	7,000.00 Total : 7,000.00
153590	12/30/2015	000283 ZEE MEDICAL SERVICE CO	LOD5127101 LOD5127102	015462 015462	ELEC- MEDICAL SUPPLIES 520-8000-8009-2225-0548-000 ELEC- MEDICAL SUPPLIES 520-8000-8009-2225-0548-000	867.05 449.00 Total : 1,316.05
640929	12/21/2015	000214 PERS-PAYROLL REPORT	11/25/15- 25056		RETIREMENT CONTRIBUTION 762-2080-000	5,217.10 Total : 5,217.10
1298000	12/21/2015	003111 SO CALIF PUBLIC POWER AUTH	MAG 1215		ELEC- POWER COSTS- MAGNOLIA PO 520-8000-8006-2330-0555-900	180,990.00 Total : 180,990.00
1299000	12/21/2015	003834 SO CALIF PUBLIC POWER AUTH	MP 1215		ELEC- TRANSMISSION COSTS 520-8000-8006-2330-0555-700	6,806.00 Total : 6,806.00
1300000	12/1/2015	003934 U S DEPARTMENT OF ENERGY	GG1947A1115		ELEC- INTERTIE POWER SYSTEM 520-8000-8006-2330-0555-700	518.78

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
1300000	12/1/2015	003934	003934 U S DEPARTMENT OF ENERGY	(Continued)		Total : 518.78
1727410	12/17/2015	042999	SO CALIF PUBLIC POWER AUTH, U S BANK A NGPP 1215		ELEC- COSTS & GAS-SALES PREPAID 520-8000-8006-2330-0555-400	35,760.00 Total : 35,760.00
2795500	12/24/2015	035929	BANK OF AMERICA	STATE 12/23/15	STATE TAXES 762-2010-000	43,907.42 Total : 43,907.42
7610000	12/23/2015	021869	UNION BANK OF CALIFORNIA	DEC 15	DEBT SVC (REV BONDS,2007 SERIES A) 520-1090-008	136,401.04 Total : 136,401.04
8338800	12/29/2015	035929	BANK OF AMERICA	FEDERAL 12/23/15-SUP	FEDERAL TAXES 762-2200-000	10.76 Total : 10.76
8438300	12/29/2015	035929	BANK OF AMERICA	STATE 12/23/15-SUPP	STATE TAXES 762-2010-000	37.98 Total : 37.98
8594800	12/23/2015	042999	SO CALIF PUBLIC POWER AUTH, U S BANK A NGRP- BARNETT 1215		ELEC- COSTS & GAS SALES (BARNETT) 520-8000-8006-2330-0555-400	90,938.00 Total : 90,938.00
8667100	12/23/2015	042999	SO CALIF PUBLIC POWER AUTH, U S BANK A NGRP 1215		ELEC- COSTS & GAS SALES (PINEDALE) 520-8000-8006-2330-0555-400	48,192.00 Total : 48,192.00
8667600	12/23/2015	003756	CITY OF LOS ANGELES / DWP	GA185264	ELEC- TRANSMISSION & DISPATCHING 520-8000-8006-2330-0555-700	6,322.96 Total : 6,322.96
8680500	12/16/2015	009994	SHELL ENERGY NORTH AMERICA	04.2014 RERUN T18M	ELEC- FIRM POWER, TRANSMISSION 520-8000-8006-2330-0555-800	2,445.03 Total : 2,445.03

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
9734300	12/21/2015	092133 IBERDROLA RENEWABLES, ENERGY SERVIC	27374-CLTN		ELEC- WIND ENERGY DELIVERED 520-8000-8006-2330-0555-510	6,350.03 Total : 6,350.03
12970000	12/21/2015	000904 CITY OF BURBANK	116662		ELEC- BILLING FOR MAGNOLIA POWER 520-8000-8006-2330-0555-700	29,200.00 Total : 29,200.00
17274200	12/17/2015	003755 SO CALIF PUBLIC POWER AUTH	MWD 1215		ELEC- ENERGY COSTS-MWD SMALL HYDRO 520-8000-8006-2330-0555-530	56,208.00 Total : 56,208.00
17386200	12/17/2015	060161 SO CALIF PUBLIC POWER AUTH	KBS 1215		POWER COSTS- KINGBIRD SOLAR 520-8000-8006-2330-0555-540	61,500.00 Total : 61,500.00
27941000	12/24/2015	035929 BANK OF AMERICA	FEDERAL 12/23/15		FEDERAL TAXES 762-2200-000	139,381.47 Total : 139,381.47
63691500	12/10/2015	003672 CALIFORNIA PUBLIC EMPLOYEES'	DEC 15		HEALTH PREMIUMS 762-2020-000 100-6090-6091-2380-0000-000 100-6030-6030-1150-0000-000	33,111.43 195.44 14,609.14 Total : 47,916.01
64092600	12/21/2015	000214 PERS-PAYROLL REPORT	11/25/15-68		RETIREMENT CONTRIBUTION 762-2080-000	115,803.24 Total : 115,803.24
64092700	12/21/2015	000214 PERS-PAYROLL REPORT	11/25/15- 69		RETIREMENT CONTRIBUTION 762-2080-000	29,723.86 Total : 29,723.86
64092800	12/21/2015	000214 PERS-PAYROLL REPORT	11/25/15- 70		RETIREMENT CONTRIBUTION 762-2080-000	41,199.77 Total : 41,199.77

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
64093000	12/21/2015	000214 PERS-PAYROLL REPORT	11/25/15- 25057		RETIREMENT CONTRIBUTION 762-2080-000	6,396.93 Total : 6,396.93
64093100	12/21/2015	000214 PERS-PAYROLL REPORT	11/25/15- 26038		RETIREMENT CONTRIBUTION 762-2080-000	20,692.69 Total : 20,692.69
64093200	12/21/2015	000214 PERS-PAYROLL REPORT	11/25/15- 15025		RETIREMENT CONTRIBUTION 762-2080-000	1,619.97 Total : 1,619.97
64093300	12/21/2015	000214 PERS-PAYROLL REPORT	11/25/15- 15026		RETIREMENT CONTRIBUTION 762-2080-000	5,781.51 Total : 5,781.51
65206800	12/23/2015	003893 ING	PP 12/23/15		457 DEF COMP & LOAN PAYMENT 762-2040-000 762-2045-000	8,168.17 788.16 Total : 8,956.33
66571215	12/22/2015	003772 STATE OF CALIFORNIA	PP 12/23/15		CHILD SUPPORT PAYMENTS 762-2150-000	4,431.34 Total : 4,431.34
76000000	12/23/2015	021869 UNION BANK OF CALIFORNIA	DEC 15- ELECTRIC		DEBT SVC (ELEC REV BONDS-2012 SE 520-1090-000	225,645.83 Total : 225,645.83
111877354	12/10/2015	000245 KAISER FOUNDATION HEALTH PLAN	107795-0000-12/15		HEALTH PREMIUMS 762-2020-000	85,924.52 Total : 85,924.52
111877363	12/10/2015	000245 KAISER FOUNDATION HEALTH PLAN	107795-0001-12/15		HEALTH PREMIUMS- RETIREE 100-6030-6030-1150-0000-000	3,372.12 Total : 3,372.12
111877373	12/10/2015	000245 KAISER FOUNDATION HEALTH PLAN	107795-002-12/15		HEALTH PREMIUMS- RETIREES	

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
111877373	12/10/2015	000245 KAISER FOUNDATION HEALTH PLAN	(Continued)		100-6030-6030-1150-0000-000	13,776.82
					Total :	13,776.82
1000251261	12/10/2015	058819 CALIFORNIA INDEPENDENT	2015120831-31340624		ELECTRIC TRANSMISSION SERVICE	
					520-8000-8006-2330-0555-710	263,921.26
					521-7907-000	-209,778.61
					Total :	54,142.65
116 Vouchers for bank code : boa						Bank total : 1,814,817.58
116 Vouchers in this report						Total vouchers : 1,814,817.58



Anita Agramonte
Finance Director



Aurelio De La Torre
City Treasurer

**Voided Check
History Listing**

Bank code: boa

Check #	Date	Vendor	Status	Clear/Void Date	Invoice	Inv. Date	Amount Paid	Check Total
149375	05/21/2015	002110 EBSCO SUBSCRIPTION SERV	V	12/30/2015	0387562	04/03/2015	2,903.72	2,903.72
149750	06/11/2015	025906 HOME DEPOT	V	12/30/2015	3020502	05/11/2015	154.44	154.44
153358	12/23/2015	046028 AT & T	V	12/23/2015			0.00	0.00
							boa Total:	3,058.16
3 checks in this report							Total Checks:	3,058.16

COLTON
Payroll Disbursement Listing
Payperiod Dates: 11/21/2015 to 12/4/2015

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
City Council		
107429	6000	3,163.60 Retro Merit
107431	6000	0.00
107432	6000	2,216.04 Regular Salary
107433	6000	253.12
107434	6000	1,000.87
107435	6000	273.98
107436	6000	266.70
107437	6000	1,418.45
107438	6000	258.79
107439	6000	259.10
934913	6000	273.87
	Subtotal	<u>9,384.52</u>
City Clerk		
107440	6010	700.54
107441	6010	4,033.61 Regular Salary/Leave Cashout
	Subtotal	<u>4,734.15</u>
City Manager		
107442	6020	2,060.40
107443	6020	4,761.25 Regular Salary
	Subtotal	<u>6,821.65</u>
Human Resources		
107444	6030	2,046.79
107445	6030	3,634.98 Regular Salary/Leave Cashout
107446	6030	2,403.77
	Subtotal	<u>8,085.54</u>
Finance		
107447	6040	4,509.50 Regular Salary
107448	6040	1,433.64
107449	6040	1,771.12
107450	6040	2,346.73 Regular Salary/Leave Cashout
107451	6040	1,560.17
107452	6040	1,672.32
934914	6040	2,882.20 Regular Salary/Retro Merit
107453	6040	1,229.40
107454	6040	1,274.12
107455	6040	1,737.67
107456	6040	1,230.41
107457	6040	1,851.30
107458	6040	1,411.31

COLTON
Payroll Disbursement Listing
Payperiod Dates: 11/21/2015 to 12/4/2015

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
107459	6040	1,367.88
107460	6040	1,263.58
107461	6040	1,548.56
107462	6040	1,407.06
107463	6040	1,091.48
107464	6040	1,247.81
107465	6040	3,579.37 Regular Salary
107751	6040	1,793.87
107752	6040	2,561.90
107753	6040	1,609.67
107754	6040	2,066.95
107755	6040	1,749.52
107756	6040	2,749.47
	Subtotal	<u>48,947.01</u>
 City Treasurer		
107466	6060	1,338.25
	Subtotal	<u>1,338.25</u>
 Police		
107430	6070	22,319.25 Leave Cashouts
107467	6070	2,450.59
107468	6070	1,844.38
107469	6070	1,855.80
107470	6070	2,574.48
107471	6070	3,868.19
107472	6070	1,648.48
107473	6070	3,502.08
107474	6070	854.06
107475	6070	4,711.94 Regular Salary/OT
107476	6070	1,512.94
107477	6070	2,520.74
107478	6070	2,326.78
107479	6070	2,318.90
107480	6070	1,951.52
107481	6070	2,734.57
107482	6070	2,801.65
107483	6070	2,557.55
107484	6070	1,255.55
107485	6070	3,481.88
107486	6070	2,315.01
107487	6070	1,672.76
107488	6070	3,819.57
107489	6070	2,539.11
107490	6070	1,688.57
107491	6070	1,503.50
107492	6070	313.10
107493	6070	3,740.65
107494	6070	3,146.01

COLTON
Payroll Disbursement Listing
Payperiod Dates: 11/21/2015 to 12/4/2015

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
107495	6070	3,266.50
107496	6070	1,711.41
107497	6070	260.59
107498	6070	2,184.65
107499	6070	3,691.34
107500	6070	79.68
107501	6070	476.99
107502	6070	2,811.82
107503	6070	1,679.98
107504	6070	3,269.32
107505	6070	1,830.44
107506	6070	1,030.21
107507	6070	1,871.32
107508	6070	2,404.34
107509	6070	1,286.57
107510	6070	2,675.36
107511	6070	2,527.72
107512	6070	3,029.06
107513	6070	2,093.70
107514	6070	2,720.89
107515	6070	1,377.29
107516	6070	4,339.20 Regular Salary/OT
107517	6070	2,069.28
107518	6070	2,875.24
107519	6070	1,944.51
107520	6070	217.32
107521	6070	1,405.00
107522	6070	2,477.82
107523	6070	2,798.56
107524	6070	1,344.01
107525	6070	2,279.60
107526	6070	2,621.85
107527	6070	2,771.61
107528	6070	2,226.17
107529	6070	3,325.41
107530	6070	628.21
107531	6070	2,044.10
107532	6070	2,403.64
107533	6070	2,359.84
107534	6070	1,281.70
107535	6070	1,776.86
107536	6070	3,399.88
107537	6070	760.47
107538	6070	2,612.97
107539	6070	2,673.10
107540	6070	1,583.38
107541	6070	2,411.29
107542	6070	3,802.63
107543	6070	2,973.40
107544	6070	250.45

COLTON
Payroll Disbursement Listing
Payperiod Dates: 11/21/2015 to 12/4/2015

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
107545	6070	3,067.40
107546	6070	1,952.53
107547	6070	2,716.39
107548	6070	2,471.71
107549	6070	2,243.38
107550	6070	2,421.74
934915	6070	326.52
	Subtotal	210,965.96

Fire

107551	6090	2,886.42	
107552	6090	5,471.08	Regular Salary/Staffing
107553	6090	3,936.94	
107554	6090	2,894.06	
107555	6090	2,313.55	
107556	6090	3,519.11	
107557	6090	3,962.23	
107558	6090	3,400.45	
107559	6090	4,400.98	
107560	6090	2,010.50	
107561	6090	5,241.77	Regular Salary/Staffing
107562	6090	2,328.46	
107563	6090	4,994.23	Regular Salary/Staffing
107564	6090	2,680.78	
107565	6090	4,126.65	
107566	6090	4,083.06	
107567	6090	2,385.14	
107568	6090	3,544.72	
107569	6090	2,875.17	
107570	6090	1,684.29	
107571	6090	3,392.76	
107572	6090	4,331.18	
107573	6090	4,376.57	
107574	6090	2,415.66	
107575	6090	3,349.05	
107576	6090	2,526.25	
107577	6090	3,079.58	
107578	6090	2,871.47	
107579	6090	3,278.12	
107580	6090	3,915.88	
107581	6090	4,840.97	Regular Salary/Staffing
107582	6090	2,932.02	
107583	6090	5,372.40	Regular Salary/Staffing
107584	6090	3,861.29	
107585	6090	3,259.55	
107586	6090	2,976.22	
934907	6090	3,008.58	
934908	6090	7,886.48	Leave Cashout
934909	6090	3,459.86	
934910	6090	1,256.17	

COLTON
Payroll Disbursement Listing
Payperiod Dates: 11/21/2015 to 12/4/2015

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
934911	6090	1,338.67
934912	6090	1,277.57
107587	6090	3,264.30
	Subtotal	<u>147,010.19</u>

Public Works

107588	6150	325.98
107589	6150	5,116.54 Regular Salary/Retro Merit
107590	6150	3,161.22 Regular Salary/OT
107591	6150	2,221.04
107592	6150	3,372.73 Regular Salary/Retro Merit
107593	6150	440.56
934916	6150	2,032.98
934917	6150	1,319.94
934918	6150	1,340.96
934919	6150	414.19
934920	6150	619.59
934921	6150	1,811.44
107594	6150	1,456.98
107595	6150	3,547.08 Regular Salary
107596	6150	2,697.24
934922	6150	3,179.79 Regular Salary/Retro Merit
107597	6150	1,413.97
107598	6150	1,685.11
107599	6150	429.29
107600	6150	2,334.91
107601	6150	1,293.79
107602	6150	484.95
107603	6150	1,098.10
934923	6150	1,701.91
934924	6150	1,264.69
934925	6150	1,168.63
107757	6150	4,745.10 Regular Salary/Leave Cashout
107758	6150	2,010.57
107759	6150	2,204.00
934944	6150	440.56
	Subtotal	<u>55,333.84</u>

Community Services

107604	6200	425.80
107605	6200	474.21
107606	6200	354.79
107607	6200	380.77
107608	6200	472.50
107609	6200	683.69
107610	6200	444.29
107611	6200	3,094.40 Regular Salary
107612	6200	1,586.86
107613	6200	468.01

COLTON
Payroll Disbursement Listing

Payperiod Dates: 11/21/2015 to 12/4/2015

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
107614	6200	450.02
107615	6200	298.29
107616	6200	366.36
107617	6200	699.21
107618	6200	279.74
107619	6200	194.37
107620	6200	179.69
107621	6200	347.02
107622	6200	1,610.49
107623	6200	296.37
107624	6200	210.19
107625	6200	553.01
107626	6200	315.50
107627	6200	1,741.98
107628	6200	1,997.29
107629	6200	147.01
107630	6200	48.90
107631	6200	267.83
107632	6200	372.68
107633	6200	689.44
107634	6200	210.18
107635	6200	355.31
107636	6200	173.58
107637	6200	342.50
107638	6200	445.98
107639	6200	2,179.56
107640	6200	524.70
107641	6200	429.87
107642	6200	1,462.15
934926	6200	287.06
934927	6200	209.36
934928	6200	494.04
934929	6200	153.44
934930	6200	203.10
934931	6200	376.46
934932	6200	188.47
934933	6200	369.97
	Subtotal	<u>27,856.44</u>
 Library		
107643	6250	573.26
107644	6250	526.13
107645	6250	79.86
107646	6250	301.39
107647	6250	408.00
107648	6250	346.72
107649	6250	366.90
107650	6250	460.94
107651	6250	2,428.74 Regular Salary
934934	6250	581.40
	Subtotal	<u>6,073.34</u>

COLTON
Payroll Disbursement Listing
Payperiod Dates: 11/21/2015 to 12/4/2015

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
Development Services		
107652	6300	1,511.07
107653	6300	2,601.02
107654	6300	2,038.23
107655	6300	1,239.35
107656	6300	2,578.26
107657	6300	1,374.66
107658	6300	3,074.98
107659	6300	5,169.02 Regular Salary/Retro Merit
107660	6300	1,983.29
	Subtotal	<u>21,569.88</u>
Child Care		
107661	7200	383.68
107662	7200	347.87
107663	7200	1,255.44
107664	7200	740.36
107665	7200	797.69
107666	7200	934.49
107667	7200	3,311.68 Regular Salary/Leave Cashout
107668	7200	2,635.73 Regular Salary
107669	7200	754.30
107670	7200	1,513.40
107671	7200	1,289.35
107672	7200	742.29
107673	7200	679.83
107674	7200	938.66
107675	7200	812.67
107676	7200	581.79
107677	7200	416.82
107678	7200	202.44
934935	7200	1,004.12
	Subtotal	<u>19,342.61</u>
Electric		
107679	8000	2,947.34
107680	8000	1,814.21
107681	8000	3,055.56
107682	8000	2,209.80
107683	8000	2,522.56
107684	8000	4,142.97 Regular Salary/OT
107685	8000	3,403.55
107686	8000	1,920.26
107687	8000	3,329.20
107688	8000	2,463.80
107689	8000	2,007.07

COLTON
Payroll Disbursement Listing
Payperiod Dates: 11/21/2015 to 12/4/2015

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
107690	8000	1,909.37
107691	8000	2,594.24
107692	8000	1,766.59
107693	8000	2,640.12
107694	8000	3,274.92
107695	8000	4,290.61 Regular Salary/Leave Cashout
107696	8000	3,217.69
107697	8000	3,367.96
107698	8000	2,938.73
107699	8000	3,753.52
107700	8000	3,526.80
107701	8000	825.24
107702	8000	5,080.73 Regular Salary/Retro Merit
107703	8000	2,396.92
107704	8000	2,039.61
107705	8000	3,444.12
107706	8000	2,046.32
934936	8000	5,707.68 Regular Salary/OT
934937	8000	4,608.62 Regular Salary/Leave Cashout
934938	8000	3,076.23
934939	8000	3,649.54
934940	8000	2,984.61
935004	8000	825.24
107707	8000	2,162.45
107708	8000	4,821.64 Regular Salary
107709	8000	1,264.93
107710	8000	2,048.90
107711	8000	1,699.22
107712	8000	2,170.00
107713	8000	3,407.26
	Subtotal	<u>117,356.13</u>

Water Utility

107714	8100	1,663.34
107715	8100	1,792.44
107716	8100	2,715.78
107717	8100	1,906.97
107718	8100	1,316.62
107719	8100	2,306.16
107720	8100	1,508.24
107721	8100	1,885.34
107722	8100	1,308.36
107723	8100	2,818.79
107724	8100	2,133.75
107725	8100	3,784.29 Regular Salary/OT
107726	8100	1,541.86
107727	8100	2,337.06
934941	8100	1,928.12
	Subtotal	<u>30,947.12</u>

COLTON
Payroll Disbursement Listing
Payperiod Dates: 11/21/2015 to 12/4/2015

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
Wastewater Utility & Storm Water		
107733	8200	2,165.39
107734	8200	1,759.47
107735	8200	2,411.22
107736	8200	2,627.10
107737	8200	1,520.11
107738	8200	1,906.92
107739	8200	1,422.99
107740	8200	2,093.39
107741	8200	2,004.69
107742	8200	2,740.84
107743	8200	3,211.20 Regular Salary/OT
107744	8200	2,123.44
107745	8200	3,095.05 Regular Salary/OT
107746	8200	1,721.82
107747	8200	1,210.65
107748	8200	1,690.61
107749	8200	1,155.39
107750	8200	1,875.30
934942	8200	4,054.29 Regular Salary/OT
934943	8200	1,851.42
	Subtotal	<u><u>42,641.29</u></u>
Wastewater Administration		
107728	8300	2,743.34
107729	8300	3,223.29 Regular Salary
107730	8300	3,002.86
107731	8300	2,265.36
107732	8300	3,048.86
	Subtotal	<u><u>14,283.71</u></u>
Successor Agency for Redevelopment		
107760	9000	3,038.12 Regular Salary
	Subtotal	<u><u>3,038.12</u></u>
Grand Total		<u><u>775,729.75</u></u>



Anita Agramonte, Finance Director

Aurelio De La Torre, Treasurer

COLTON
Payroll Disbursement Listing
Payperiod Dates: 12/5/2015 to 12/18/2015

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
City Council		
107766	6000	31.46
107767	6000	2,216.04 Regular Salary
107768	6000	255.59
107769	6000	1,000.87
107770	6000	274.04
107771	6000	274.04
107772	6000	1,418.45
107773	6000	259.27
107774	6000	259.27
934956	6000	274.04
	Subtotal	<u>6,263.07</u>
City Clerk		
107775	6010	721.54
107776	6010	2,835.20 Regular Salary
	Subtotal	<u>3,556.74</u>
City Manager		
107777	6020	2,060.40
107778	6020	4,764.00 Regular Salary
	Subtotal	<u>6,824.40</u>
Human Resources		
107779	6030	2,046.80
107780	6030	3,178.68 Regular Salary
107781	6030	2,403.77 Regular Salary
	Subtotal	<u>7,629.25</u>
Finance		
107782	6040	4,511.34 Regular Salary
107783	6040	2,573.97 Regular Salary
107784	6040	1,433.64
107785	6040	1,771.12
107786	6040	1,392.88
107787	6040	1,560.18
107788	6040	1,672.32
107789	6040	1,228.63
107790	6040	1,737.68
107791	6040	1,216.39
107792	6040	1,851.29
107793	6040	1,400.69
107794	6040	1,214.50
107795	6040	1,548.56

COLTON
Payroll Disbursement Listing
Payperiod Dates: 12/5/2015 to 12/18/2015

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
107796	6040	1,407.06
107797	6040	1,091.49
107798	6040	1,219.74
934957	6040	1,229.39
934958	6040	1,383.70
107799	6040	3,579.37 Regular Salary
108086	6040	1,793.89
108087	6040	1,559.13
108088	6040	1,609.65
108089	6040	2,066.95
108090	6040	1,749.52
108091	6040	2,749.47 Regular Salary
	Subtotal	<u>46,552.55</u>

City Treasurer

107800	6060	1,351.49
	Subtotal	<u>1,351.49</u>

Police

107801	6070	2,450.59
107802	6070	1,885.09
107803	6070	1,855.79
107804	6070	2,574.48
107805	6070	3,017.45
107806	6070	1,648.48
107807	6070	3,491.61
107808	6070	822.91
107809	6070	4,352.89 Regular Salary/OT
107810	6070	1,829.10
107811	6070	2,520.74
107812	6070	2,674.94
107813	6070	3,574.29
107814	6070	1,758.43
107815	6070	3,817.60
107816	6070	2,633.26
107817	6070	3,485.90
107818	6070	1,255.55
107819	6070	3,942.47
107820	6070	2,315.01
107821	6070	1,642.24
107822	6070	4,814.32 Regular Salary/OT
107823	6070	2,539.11
107824	6070	1,688.57
107825	6070	1,740.99
107826	6070	381.36
107827	6070	3,371.09
107828	6070	2,591.05
107829	6070	3,266.50
107830	6070	1,711.41

COLTON
Payroll Disbursement Listing
Payperiod Dates: 12/5/2015 to 12/18/2015

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
107831	6070	3,988.01
107832	6070	2,993.96
107833	6070	98.33
107834	6070	544.50
107835	6070	3,887.87
107836	6070	1,679.98
107837	6070	3,290.47
107838	6070	2,608.77
107839	6070	1,067.72
107840	6070	2,993.93
107841	6070	3,077.21
107842	6070	1,192.73
107843	6070	2,675.36
107844	6070	1,826.54
107845	6070	3,122.71
107846	6070	2,294.25
107847	6070	3,295.15
107848	6070	1,410.18
107849	6070	3,744.17
107850	6070	2,383.61
107851	6070	2,344.04
107852	6070	2,376.31
107853	6070	452.75
107854	6070	1,405.00
107855	6070	3,546.84
107856	6070	2,081.74
107857	6070	1,400.43
107858	6070	2,279.60
107859	6070	1,957.07
107860	6070	2,184.94
107861	6070	2,417.61
107862	6070	2,461.14
107863	6070	244.48
107864	6070	4,508.01 Regular Salary/OT
107865	6070	2,443.66
107866	6070	2,468.65
107867	6070	1,665.98
107868	6070	2,213.71
107869	6070	4,417.61 Regular Salary/OT
107870	6070	666.43
107871	6070	3,319.62
107872	6070	2,980.72
107873	6070	1,583.39
107874	6070	2,272.63
107875	6070	3,788.72
107876	6070	2,973.40
107877	6070	250.45
107878	6070	3,067.40
107879	6070	2,060.20
107880	6070	2,732.61

COLTON
Payroll Disbursement Listing

Payperiod Dates: 12/5/2015 to 12/18/2015

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
107881	6070	2,471.70
107882	6070	2,243.38
107883	6070	2,421.74
934959	6070	4,944.40 Regular Salary
934960	6070	326.52
	Subtotal	204,801.55

Fire

107884	6090	7,106.83 Regular Salary/Staffing
107885	6090	4,143.79 Regular Salary/Staffing
107886	6090	5,928.46 Regular Salary/Staffing
107887	6090	5,075.84 Regular Salary/Staffing
107888	6090	2,413.10
107889	6090	4,324.19 Regular Salary/Staffing
107890	6090	3,636.35
107891	6090	3,073.72
107892	6090	2,671.11
107893	6090	2,010.50
107894	6090	5,226.25 Regular Salary/Staffing
107895	6090	5,014.29 Regular Salary/Staffing
107896	6090	2,657.35
107897	6090	2,813.86
107898	6090	4,539.94 Regular Salary/Staffing
107899	6090	2,761.81
107900	6090	2,536.04
107901	6090	4,789.02 Regular Salary/Staffing
107902	6090	2,120.43
107903	6090	162.54
107904	6090	3,363.38
107905	6090	4,334.01 Regular Salary
107906	6090	4,294.74 Regular Salary/Staffing
107907	6090	3,107.14
107908	6090	4,298.82 Regular Salary/Staffing
107909	6090	2,633.50
107910	6090	3,185.03
107911	6090	5,900.65 Regular Salary/Staffing
107912	6090	2,551.05
107913	6090	2,473.87
107914	6090	5,322.23 Regular Salary/Staffing
107915	6090	5,103.97 Regular Salary/Staffing
107916	6090	4,882.77 Regular Salary/Staffing
107917	6090	3,574.96
107918	6090	2,809.34
107919	6090	4,249.79 Regular Salary/Staffing
107920	6090	3,276.40
	Subtotal	138,367.07

COLTON
Payroll Disbursement Listing
Payperiod Dates: 12/5/2015 to 12/18/2015

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
Public Works		
107921	6150	334.13
107922	6150	1,255.57
107923	6150	2,478.49
107924	6150	1,660.46
107925	6150	1,339.28
107926	6150	440.56
934961	6150	1,474.01
934962	6150	1,398.79
934963	6150	1,340.96
934964	6150	434.57
934965	6150	619.59
934966	6150	1,401.40
107927	6150	1,456.98
107928	6150	3,547.08 Regular Salary
107929	6150	2,697.24
934967	6150	5,183.93 Regular Salary/Leave Cashout
107930	6150	1,413.97
107931	6150	2,290.04
107932	6150	486.41
107933	6150	2,187.33
107934	6150	1,293.79
107935	6150	555.87
107936	6150	1,098.10
934968	6150	1,701.91
934969	6150	1,264.69
934970	6150	1,469.42
108092	6150	2,341.25
108093	6150	2,010.57
108094	6150	2,105.12
934993	6150	467.46
	Subtotal	<u>47,748.97</u>
Community Services		
107937	6200	520.10
107938	6200	578.45
107939	6200	400.72
107940	6200	285.23
107941	6200	535.06
107942	6200	156.83
107943	6200	720.08
107944	6200	591.58
107945	6200	3,322.73 Regular Salary
107946	6200	1,586.86
107947	6200	641.36
107948	6200	331.23
107949	6200	527.59
107950	6200	942.59
107951	6200	622.48
107952	6200	343.80
107953	6200	350.29
107954	6200	175.42

COLTON
Payroll Disbursement Listing

Payperiod Dates: 12/5/2015 to 12/18/2015

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
107955	6200	468.01
107956	6200	1,610.49
107957	6200	121.94
107958	6200	179.07
107959	6200	697.09
107960	6200	240.85
107961	6200	1,741.97
107962	6200	1,997.29
107963	6200	157.11
107964	6200	401.48
107965	6200	457.97
107966	6200	828.44
107967	6200	670.93
107968	6200	297.74
107969	6200	274.25
107970	6200	435.76
107971	6200	502.39
107972	6200	2,004.62
107973	6200	754.45
107974	6200	466.44
107975	6200	1,462.15
934971	6200	378.55
934972	6200	374.92
934973	6200	631.81
934974	6200	785.09
934975	6200	236.51
934976	6200	255.95
934977	6200	65.20
934978	6200	401.58
934979	6200	446.28
934980	6200	213.54
934981	6200	449.93
934982	6200	206.92
	Subtotal	<u>32,849.12</u>

Library

107976	6250	658.71
107977	6250	617.31
107978	6250	138.92
107979	6250	403.74
107980	6250	478.67
107981	6250	445.81
107982	6250	513.67
107983	6250	604.76
107984	6250	2,428.74 Regular Salary
934983	6250	682.84
	Subtotal	<u>6,973.17</u>

COLTON
Payroll Disbursement Listing
Payperiod Dates: 12/5/2015 to 12/18/2015

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
Development Services		
107985	6300	1,511.07
107986	6300	2,601.02
107987	6300	2,038.23
107988	6300	1,239.34
107989	6300	2,578.26
107990	6300	1,374.67
107991	6300	3,074.98
107992	6300	4,525.71 Regular Salary
107993	6300	1,983.30
	Subtotal	20,926.58

Child Care		
107994	7200	381.32
107995	7200	361.99
107996	7200	617.68
107997	7200	47.16
107998	7200	758.73
107999	7200	802.30
108000	7200	912.94
108001	7200	1,950.38
108002	7200	2,635.74 Regular Salary
108003	7200	772.69
108004	7200	970.86
108005	7200	1,513.40
108006	7200	1,289.35
108007	7200	681.71
108008	7200	738.20
108009	7200	718.09
108010	7200	812.68
108011	7200	715.28
108012	7200	461.33
108013	7200	152.24
934984	7200	850.57
	Subtotal	18,144.64

Electric		
108014	8000	3,086.14
108015	8000	2,754.76
108016	8000	3,050.80
108017	8000	1,930.07
108018	8000	2,619.41
108019	8000	2,586.25
108020	8000	3,195.31
108021	8000	1,086.60
108022	8000	1,763.34
108023	8000	3,244.23
108024	8000	2,155.71
108025	8000	1,756.67
108026	8000	2,684.20

COLTON
Payroll Disbursement Listing

Payperiod Dates: 12/5/2015 to 12/18/2015

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
108027	8000	1,766.59
108028	8000	2,605.91
108029	8000	3,536.16
108030	8000	2,917.98
108031	8000	3,217.69
108032	8000	3,579.53
108033	8000	2,289.08
108034	8000	3,526.80
108035	8000	846.05
108036	8000	2,817.90
108037	8000	2,485.23
108038	8000	2,131.89
108039	8000	3,450.40
108040	8000	2,541.12
934985	8000	3,623.74
934986	8000	2,873.76
934987	8000	3,220.53
934988	8000	3,649.54
934989	8000	2,520.16
934990	8000	2,779.01
108041	8000	2,162.45
108042	8000	4,787.43 Regular Salary
108043	8000	1,351.06
108044	8000	2,000.79
108045	8000	1,646.79
108046	8000	2,377.55
108047	8000	1,994.44
	Subtotal	<u>104,613.07</u>
Water Utility		
108048	8100	1,699.57
108049	8100	2,850.15
108050	8100	2,752.41
108051	8100	2,290.64
108052	8100	1,215.22
108053	8100	1,838.15
108054	8100	1,508.24
108055	8100	1,829.91
108056	8100	1,423.53
108057	8100	2,094.78
108058	8100	1,835.49
108059	8100	2,313.69
108060	8100	1,609.81
108061	8100	3,040.80 Regular Salary/OT
934991	8100	2,022.48
	Subtotal	<u>30,324.87</u>

COLTON
Payroll Disbursement Listing
Payperiod Dates: 12/5/2015 to 12/18/2015

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
Wastewater Utility & Storm Water		
108067	8200	2,936.27
108068	8200	1,952.08
108069	8200	1,112.98
108070	8200	2,156.29
108071	8200	1,988.87
108072	8200	1,188.47
108073	8200	1,784.85
108074	8200	1,502.98
108075	8200	1,991.93
108076	8200	1,744.70
108077	8200	2,740.84 Regular Salary
108078	8200	2,213.45
108079	8200	1,594.22
108080	8200	2,141.48
108081	8200	1,790.45
108082	8200	1,414.34
108083	8200	1,750.37
108084	8200	1,222.48
108085	8200	1,955.24
934992	8200	1,610.01
	Subtotal	<u><u>36,792.30</u></u>
 Wastewater Administration		
108062	8300	1,073.04
108063	8300	3,223.29 Regular Salary
108064	8300	3,002.86
108065	8300	2,265.36
108066	8300	3,048.86
	Subtotal	<u><u>12,613.41</u></u>
 Successor Agency for Redevelopment		
108095	9000	3,038.12 Regular Salary
	Subtotal	<u><u>3,038.12</u></u>
 Grand Total		<u><u>729,370.37</u></u>



 Anita Agramonte, Finance Director

 Aurelio De La Torre, Treasurer

COLTON
Payroll Disbursement Listing
Payperiod Dates: 12/19/2015 to 1/1/2016

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
City Council		
108101	6000	0.00
108102	6000	2,214.37 Regular Salary
108103	6000	253.12
108104	6000	782.76
108105	6000	273.98
108106	6000	266.70
108107	6000	1,424.54
108108	6000	251.93
108109	6000	259.10
935010	6000	273.87
	Subtotal	<u>6,000.37</u>
City Clerk		
108110	6010	700.33
108111	6010	2,269.45 Regular Salary
	Subtotal	<u>2,969.78</u>
City Manager		
108112	6020	2,060.22
108113	6020	4,728.34 Regular Salary
	Subtotal	<u>6,788.56</u>
Human Resources		
108114	6030	2,558.28
108115	6030	3,184.34 Regular Salary
108116	6030	1,932.45
	Subtotal	<u>7,675.07</u>
Finance		
108117	6040	4,509.11 Regular Salary
108118	6040	2,526.48
108119	6040	1,420.83
108120	6040	1,770.91
108121	6040	1,338.25
108122	6040	1,559.59
108123	6040	1,672.31
935005	6040	1,092.88
108124	6040	1,439.39
108125	6040	1,220.19
108126	6040	1,737.67
108127	6040	1,214.56
108128	6040	1,872.51
108129	6040	1,415.09

COLTON
Payroll Disbursement Listing
Payperiod Dates: 12/19/2015 to 1/1/2016

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
108130	6040	1,305.28
108131	6040	1,265.75
108132	6040	1,548.56
108133	6040	1,413.14
108134	6040	1,128.34
108135	6040	1,217.92
935006	6040	808.02
108136	6040	3,578.39 Regular Salary
108415	6040	1,793.85
108416	6040	1,539.56
108417	6040	1,615.21
108418	6040	2,066.79
108419	6040	1,690.85
108420	6040	2,752.01
	Subtotal	48,513.44
City Treasurer		
108137	6060	1,337.38
	Subtotal	1,337.38
Police		
108138	6070	2,469.05
108139	6070	1,844.37
108140	6070	1,854.36
108141	6070	2,588.88
108142	6070	2,709.04
108143	6070	1,645.60
108144	6070	3,909.53
108145	6070	843.93
108146	6070	3,769.59
108147	6070	1,650.32
108148	6070	2,525.49
108149	6070	2,710.53
108150	6070	2,630.45
108151	6070	1,757.85
108152	6070	2,519.18
108153	6070	4,385.91 Regular Salary/OT
108154	6070	2,652.88
108155	6070	1,262.78
108156	6070	3,583.42
108157	6070	50,531.30 Regular Salary/Leave Cashout
108158	6070	1,649.52
108159	6070	6,563.22 Regular Salary/OT
108160	6070	54,289.42 Regular Salary/Leave Cashout
108161	6070	1,703.44
108162	6070	2,411.80
108163	6070	3,607.06
108164	6070	2,609.31
108165	6070	35,398.32 Regular Salary/Leave Cashout

COLTON
Payroll Disbursement Listing

Payperiod Dates: 12/19/2015 to 1/1/2016

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
108166	6070	1,711.41
108167	6070	94.62
108168	6070	2,184.20
108169	6070	2,515.87
108170	6070	270.58
108171	6070	476.99
108172	6070	2,811.82
108173	6070	1,679.28
108174	6070	3,257.57
108175	6070	1,793.70
108176	6070	8,452.13 Leave Cashout
108177	6070	2,227.64
108178	6070	2,670.35
108179	6070	1,177.36
108180	6070	2,903.04
108181	6070	1,791.56
108182	6070	2,982.23
108183	6070	1,968.45
108184	6070	2,357.52
108185	6070	1,581.16
108186	6070	3,315.75
108187	6070	2,066.38
108188	6070	2,362.86
108189	6070	1,759.24
108190	6070	181.10
108191	6070	1,411.62
108192	6070	2,913.98
108193	6070	2,545.93
108194	6070	1,341.49
108195	6070	2,363.73
108196	6070	2,026.43
108197	6070	2,184.94
108198	6070	4,752.93 Regular Salary
108199	6070	2,447.97
108200	6070	2,062.59
108201	6070	2,076.33
108202	6070	3,361.50
108203	6070	2,620.98
108204	6070	1,271.67
108205	6070	1,666.09
108206	6070	2,642.65
108207	6070	726.27
108208	6070	3,486.73
108209	6070	2,638.95
108210	6070	1,583.39
108211	6070	2,369.21
108212	6070	3,097.99
108213	6070	2,970.74
108214	6070	232.56
108215	6070	3,111.46

COLTON
Payroll Disbursement Listing

Payperiod Dates: 12/19/2015 to 1/1/2016

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
108216	6070	2,691.04
108217	6070	2,142.92
108218	6070	2,471.43
108219	6070	2,933.68
108220	6070	2,419.99
935007	6070	7,375.05 Leave Cashouts
935011	6070	286.24
Subtotal		338,897.84

Fire

108221	6090	2,960.14
108222	6090	2,794.60
108223	6090	3,792.92
108224	6090	3,506.31
108225	6090	3,870.13
108226	6090	2,680.69
108227	6090	3,521.44
108228	6090	3,058.23
108229	6090	18,240.94 Regular Salary/Leave Cashouts
108230	6090	2,008.64
108231	6090	3,102.73
108232	6090	3,597.50
108233	6090	4,214.61 Regular Salary/Staffing
108234	6090	2,757.52
108235	6090	3,856.41
108236	6090	3,555.08
108237	6090	2,474.11
108238	6090	4,724.46 Regular Salary/Staffing
108239	6090	3,250.11
108240	6090	4,658.87 Regular Salary/Staffing
108241	6090	4,387.29 Regular Salary
108242	6090	3,055.93
108243	6090	2,777.23
108244	6090	4,906.84 Regular Salary/Staffing
108245	6090	3,152.47
108246	6090	3,121.98
108247	6090	4,107.41 Regular Salary/Staffing
108248	6090	3,175.15
108249	6090	3,225.21
108250	6090	4,353.89 Regular Salary/Staffing
108251	6090	3,564.90
108252	6090	4,265.98 Regular Salary/Staffing
108253	6090	3,102.66
108254	6090	3,924.51
108255	6090	3,480.95
108256	6090	3,570.24
Subtotal		140,798.08

COLTON
Payroll Disbursement Listing
Payperiod Dates: 12/19/2015 to 1/1/2016

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
Public Works		
108258	6150	1,172.46
108259	6150	2,478.49
108260	6150	1,559.44
108261	6150	1,345.89
108262	6150	393.26
935012	6150	1,323.38
935013	6150	1,408.10
935014	6150	1,339.11
935015	6150	414.19
935016	6150	639.90
935017	6150	1,331.50
108263	6150	1,456.42
108264	6150	3,669.24 Regular Salary
108265	6150	2,696.58
935018	6150	2,049.38
108266	6150	1,433.91
108267	6150	1,685.11
108268	6150	457.85
108269	6150	2,742.98
108270	6150	1,293.19
108271	6150	575.64
108272	6150	1,862.34
935009	6150	217.62
935019	6150	1,701.91
935020	6150	1,279.09
935021	6150	1,484.76
108421	6150	2,224.22
108422	6150	2,010.57
108423	6150	2,003.50
935046	6150	440.56
	Subtotal	<u>45,146.58</u>

Community Services		
108273	6200	258.34
108274	6200	405.15
108275	6200	181.82
108276	6200	217.51
108277	6200	502.42
108278	6200	51.34
108279	6200	42.78
108280	6200	471.40
108281	6200	228.13
108282	6200	2,948.18 Regular Salary
108283	6200	1,562.73
108284	6200	52.97
108285	6200	470.74
108286	6200	409.72
108287	6200	302.13
108288	6200	416.03

COLTON
Payroll Disbursement Listing

Payperiod Dates: 12/19/2015 to 1/1/2016

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
108289	6200	275.84
108290	6200	254.12
108291	6200	98.81
108292	6200	181.83
108293	6200	124.19
108294	6200	1,617.11
108295	6200	171.14
108296	6200	581.88
108297	6200	471.67
108298	6200	98.79
108299	6200	71.86
108300	6200	1,741.28
108301	6200	1,973.25
108302	6200	92.99
108303	6200	271.36
108304	6200	555.22
108305	6200	520.57
108306	6200	134.24
108307	6200	224.56
108308	6200	77.42
108309	6200	85.57
108310	6200	355.35
108311	6200	2,172.31
108312	6200	465.71
108313	6200	392.11
108314	6200	1,468.23
935022	6200	105.94
935023	6200	188.22
935024	6200	136.50
935025	6200	441.86
935026	6200	538.01
935027	6200	292.90
935028	6200	142.46
935029	6200	147.95
935030	6200	329.16
935031	6200	428.43
935032	6200	290.81
935033	6200	136.26
935034	6200	244.89
935035	6200	169.72
	Subtotal	<u>26,591.91</u>
Library		
108315	6250	491.89
108316	6250	388.71
108317	6250	120.97
108318	6250	223.10
108319	6250	293.53
108320	6250	173.66
108321	6250	2,423.77 Regular Salary
935036	6250	343.45
	Subtotal	<u>4,459.08</u>

COLTON
Payroll Disbursement Listing
Payperiod Dates: 12/19/2015 to 1/1/2016

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
Development Services		
108322	6300	1,507.44
108323	6300	2,600.84
108324	6300	2,037.68
108325	6300	1,246.42
108326	6300	2,577.58
108327	6300	1,427.01
108328	6300	3,074.98
108329	6300	4,527.59 Regular Salary
108330	6300	1,981.87
	Subtotal	20,981.41
Child Care		
108331	7200	273.58
108332	7200	120.55
108333	7200	280.21
108334	7200	255.73
108335	7200	1,950.37
108336	7200	2,645.67 Regular Salary
108337	7200	1,513.23
108338	7200	1,528.73
108339	7200	282.39
108340	7200	194.08
108341	7200	320.70
108342	7200	316.14
108343	7200	197.19
108344	7200	301.50
	Subtotal	10,180.07
Electric		
108345	8000	2,964.53
108346	8000	3,535.43
108347	8000	2,281.76
108348	8000	3,452.63
108349	8000	2,163.32
108350	8000	3,193.00
108351	8000	1,372.10
108352	8000	2,131.12
108353	8000	2,685.23
108354	8000	2,717.09
108355	8000	1,756.67
108356	8000	1,638.55
108357	8000	1,771.71
108358	8000	2,665.43
108359	8000	3,217.42

COLTON
Payroll Disbursement Listing

Payperiod Dates: 12/19/2015 to 1/1/2016

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
108360	8000	4,046.68 Regular Salary/Leave Cashout
108361	8000	2,396.11
108362	8000	3,559.02
108363	8000	2,288.38
108364	8000	3,543.09
108365	8000	2,817.90
108366	8000	2,328.16
108367	8000	3,721.93
108368	8000	3,197.16
108369	8000	2,778.50
935037	8000	9,451.54 Regular Salary/Leave Cashout
935038	8000	4,016.71 Regular Salary/Leave Cashout
935039	8000	4,402.97 Regular Salary/OT
935040	8000	3,074.23
935041	8000	3,648.10
935042	8000	2,393.30
935043	8000	3,859.47
108370	8000	2,177.60
108371	8000	4,769.00 Regular Salary
108372	8000	1,311.53
108373	8000	2,000.33
108374	8000	1,660.68
108375	8000	2,167.95
108376	8000	1,899.72
Subtotal		115,056.05

Water Utility

108377	8100	1,635.54
108378	8100	2,668.33
108379	8100	3,463.17 Regular Salary/OT
108380	8100	2,335.67
108381	8100	1,820.11
108382	8100	1,751.08
108383	8100	1,505.91
108384	8100	3,132.04 Regular Salary/Leave Cashout
108385	8100	1,202.62
108386	8100	3,147.69 Regular Salary/OT
108387	8100	2,187.78
108388	8100	3,532.67 Regular Salary/OT
108389	8100	1,532.71
108390	8100	1,736.26
935008	8100	3,802.39 Retro Merit
935044	8100	1,568.31
Subtotal		37,022.28

Wastewater Utility & Storm Water

108396	8200	3,316.45 Regular Salary/OT
108397	8200	1,883.92
108398	8200	1,110.91

COLTON
Payroll Disbursement Listing

Payperiod Dates: 12/19/2015 to 1/1/2016

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
108399	8200	2,098.24
108400	8200	2,102.05
108401	8200	1,075.86
108402	8200	1,790.79
108403	8200	1,420.53
108404	8200	1,814.90
108405	8200	1,642.87
108406	8200	2,723.51
108407	8200	2,214.29
108408	8200	1,503.10
108409	8200	1,854.02
108410	8200	1,719.95
108411	8200	1,217.03
108412	8200	1,643.66
108413	8200	1,154.21
108414	8200	1,871.42
935045	8200	1,610.01
	Subtotal	<u><u>35,767.72</u></u>

Wastewater Administration

108391	8300	1,097.09
108392	8300	3,223.29 Regular Salary
108393	8300	3,008.52
108394	8300	2,265.01
108395	8300	3,058.10
	Subtotal	<u><u>12,652.01</u></u>

Successor Agency for Redevelopment

108424	9000	3,038.12 Regular Salary
	Subtotal	<u><u>3,038.12</u></u>

Grand Total

863,875.75



Anita Agramonte, Finance Director



Aurelio De La Torre, Treasurer

THIS PAGE WAS INTENTIONALLY LEFT BLANK

ORDINANCE NO. O-01-16

AN ORDINANCE OF THE OF THE CITY COUNCIL OF THE
CITY OF COLTON AMENDING SECTION 18.48.130 OF THE
COLTON MUNICIPAL CODE TO PROHIBIT MARIJUANA
CULTIVATION ACTIVITIES IN ALL ZONING DISTRICTS IN
THE CITY OF COLTON

WHEREAS, the City of Colton (“City”) has adopted a zoning code regulating the uses of land within the City, as codified in Title 18 of the Colton Municipal Code (“Municipal Code”); and

WHEREAS, in 1996, the voters of the State of California approved Proposition 215 (codified as Health & Safety Code Section 11362.5 et seq. and entitled "The Compassionate Use Act of 1996"); and

WHEREAS, the intent of Proposition 215 was to enable seriously ill Californians to legally possess, use, and cultivate marijuana for medical use under state law; and

WHEREAS, in 2003, the California Legislature adopted SB 420, the Medical Marijuana Program (“MMP”), codified as Health and Safety Code Section 11362.7 et seq., which permits qualified patients and their primary caregivers to associate collectively or cooperatively to cultivate marijuana for medical purposes without being subject to criminal prosecution under the Penal Code; and

WHEREAS, neither the Compassionate Use Act (“CUA”) nor the MMP require nor impose an affirmative duty or mandate upon local governments to allow, authorize, or sanction the establishment of facilities that cultivate or process medical marijuana within its jurisdiction; and

23152.06020\22873028.1

1 **WHEREAS**, in May 2013, the California Supreme Court issued its decision in *City of*
2 *Riverside v. Inland Empire Patients Health and Wellness Center, Inc.* (2013) 56 Cal. 4th 729,
3 holding that cities have the authority to regulate or ban outright medical marijuana land uses; and

4 **WHEREAS**, under the Federal Controlled Substances Act, codified in 21 U.S.C. Section
5 801 et seq., the use, possession, and cultivation of marijuana are unlawful and subject to federal
6 prosecution without regard to a claimed medical need; and

7 **WHEREAS**, on October 9, 2015, Governor Jerry Brown signed the “Medical Marijuana
8 Regulation and Safety Act” (“Act”) into law; and

9 **WHEREAS**, the Act becomes effective January 1, 2016 and contains provisions which
10 allow for local governments to regulate licenses and certain activities thereunder; and

11 **WHEREAS**, the Act contains a provision which sets forth that the State shall become the
12 sole authority for regulation under certain parts of the Act, unless local governments have “land
13 use regulations or ordinances regulating or prohibiting the cultivation of marijuana...” (Health
14 and Safety Code §11362.777(c)(4); and

15 **WHEREAS**, several California cities have reported negative impacts of marijuana
16 cultivation, processing, and distribution uses, including offensive odors, illegal sales and
17 distribution of marijuana, trespassing, theft, violent robberies and robbery attempts, fire hazards,
18 and problems associated with mold, fungus, and pests; and

19 **WHEREAS**, marijuana plants, as they begin to flower and for a period of two months or
20 more, produce a strong odor, detectable far beyond property boundaries if grown outdoors; and

21 **WHEREAS**, the strong smell of marijuana creates an attractive nuisance, alerting persons
22 to the location of the valuable plants, and creating a risk of burglary, robbery, or armed robbery;
23 and

1 **WHEREAS**, the indoor cultivation of marijuana has potential adverse effects to the health
2 and safety of the occupants; including structural damage to the building due to increased moisture
3 and excessive mold growth which can occur and can pose a risk of fire and electrocution;
4 additionally, the use of pesticides and fertilizers can lead to chemical contamination within the
5 structure; and
6

7 **WHEREAS**, the Attorney General’s August 2008 Guidelines for the Security and Non-
8 Diversion of Marijuana Grown for Medical Use recognizes that the cultivation or other
9 concentration of marijuana in any location or premises without adequate security increases the
10 risk that nearby homes or businesses may be negatively impacted by nuisance activity such as
11 loitering or crime; and
12

13 **WHEREAS**, based on the experiences of other cities, these negative effects on the public
14 health, safety, and welfare are likely to occur, and continue to occur, in the City due to the
15 establishment and operation of marijuana cultivation, processing, and distribution uses; and
16

17 **WHEREAS**, the Municipal Code (“Code”) does not address the cultivation of medical
18 cannabis; and
19

20 **WHEREAS**, based on the findings above, the potential cultivation of cannabis in the City
21 without regulation poses a current and immediate threat to the public health, safety and welfare in
22 the City due to the negative land use and other impacts of such uses as described above; and
23

24 **WHEREAS**, based on the findings above, the City Council wishes to prohibit the
25 issuance or approval of business licenses, subdivisions, use permits, variances, building permits,
26 or any other applicable entitlement for cannabis cultivation; and
27

28 **WHEREAS**, such a prohibition is consistent with the Colton General Plan, and promotes
the following:

1 Land Use Element - Goal LU-6. "Minimize or eliminate land use conflicts where
2 residences are in close proximity to ...industrial businesses." Adoption of a ban on marijuana
3 cultivation eliminates the chance of creating such land use incompatibility.
4

5 **NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COLTON,**
6 **CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:**

7 **SECTION 1. Incorporation of Recitals.** The City Council hereby finds that all of the
8 foregoing recitals and the staff report presented herewith are true and correct and are hereby
9 incorporated and adopted as findings of the City Council as if fully set forth herein.

10 **SECTION 2. Repeal.** The City Council of the City of Colton hereby repeals Section
11 18.04.321.

12 **SECTION 3.** The City Council of the City of Colton hereby amends Section 18.48.130
13 in its entirety to read as follows:

14 **"18.48.130 - Prohibition of Businesses or Uses that Violate State or Federal Law; Medical
15 Cannabis Uses.**

16 A. For purposes of this Title, the following definitions shall apply:

17 1. "Cannabis" means all parts of the plant Cannabis sativa Linnaeus, Cannabis indica, or
18 Cannabis ruderalis, whether growing or not; the seeds thereof; the resin, whether crude or
19 purified, extracted from any part of the plant; and every compound, manufacture, salt,
20 derivative, mixture, or preparation of the plant, its seeds, or resin. "Cannabis" also means
21 the separated resin, whether crude or purified, obtained from marijuana. "Cannabis" also
22 means marijuana as defined by Section 11018 of the Health and Safety Code as enacted
23 by Chapter 1407 of the Statutes of 1972.

24 2. "Cannabis dispensary" means a facility where cannabis, cannabis products, or devices
25 for the use of cannabis or cannabis products are offered, either individually or in any
26 combination, for retail sale, including an establishment that delivers cannabis and
27 cannabis products as part of a retail sale.

28 3. "Cannabis manufacturer" means a person that conducts the production, preparation,
propagation, or compounding of manufactured cannabis, or cannabis products either
directly or indirectly or by extraction methods, or independently by means of chemical
synthesis or by a combination of extraction and chemical synthesis at a fixed location that
packages or repackages medical cannabis or cannabis products or labels or relabels its
container

4. "Cannabis Cultivation" means any activity involving the planting, growing, harvesting,
drying, curing, grading, or trimming of cannabis.

1
2 5. "Cannabis Delivery" means the commercial transfer of cannabis or cannabis products,
and includes origination or termination within the City as well as a delivery business.

3 B. Cannabis dispensaries, cultivation, cannabis manufacturers, and delivery of cannabis, as
4 defined in Section 18.04.321, shall be considered prohibited uses in all zoning districts of
5 the City. No use permit, variance, building permit, or any other entitlement or permit,
6 whether administrative or discretionary, shall be approved or issued for the establishment
7 or operation of cannabis dispensaries, cannabis cultivation, cannabis manufacturers, and
8 delivery of cannabis as defined herein in any zoning district, and no person shall otherwise
9 establish such businesses or operations in any zoning district. Any Business, operation or
Use that cannot be conducted or carried out without being in violation of state or federal
law, including any Medical Cannabis Dispensary as the term is defined in this Code, shall
be prohibited in all planning areas, Districts, or zones within the City.

10 C. No person, whether as principal, agent, employee or otherwise, shall violate, cause the
11 violation of, or otherwise fail to comply with any of the requirements of this Section.
Every act prohibited or declared unlawful, and every failure to perform an act made
12 mandatory by this Section, shall be a misdemeanor or an infraction, at the discretion of the
City Attorney or the District Attorney. In addition to the penalties provided in this
13 Section, any condition caused or permitted to exist in violation of any of the provisions of
this Section is declared a public nuisance and may be abated as provided in Chapter 8.12
14 and/or under state law."

15 **SECTION 4. CEQA.** The City Council finds that this ordinance is not subject to the
16 California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Sections
15060(c)(3) because this activity is not a project as defined by Section 15378 of the CEQA
17 Guidelines, California Code of Regulations, Title 14, Chapter 3, and pursuant to CEQA
Guidelines Section 15061(b)(3) because it can be seen with certainty that it will not have a
18 significant effect or physical change to the environment.

19 **SECTION 5. Severability.** If any section, subsection, subdivision, sentence, clause,
20 phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the
decision of any court of competent jurisdiction, such decision shall not affect the validity of the
21 remaining portions of this Ordinance. The City Council hereby declares that it would have
adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or
22 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.

23 ////

24 ////

25 ////

26 ////

27 ////

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SECTION 6. Effective Date. This ordinance shall become effective thirty (30) days after its adoption.

PASSED, APPROVED AND ADOPTED this 19th day of January, 2016.

Richard A. De La Rosa, Mayor

ATTEST:

Carolina R. Padilla, City Clerk

APPROVED AS TO FORM:

Best Best & Krieger LLP
City Attorney



STAFF REPORT

DATE: JANUARY 19, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: BILL SMITH, CITY MANAGER *BS*

PREPARED BY: DAVID X. KOLK, Ph.D., UTILITY DIRECTOR *DK*

SUBJECT: INTERNATIONAL SWAP AND DERIVATIVE AGREEMENT BETWEEN SHELL TRADING RISK MANAGEMENT, LLC AND CITY OF COLTON

RECOMMENDED ACTION

The Colton Electric Department (CED) recommends that the City Council approve Resolution R-03-16, authorizing the Utility Director to execute the attached International Swap and Derivative Agreement (ISDA) Between Shell Trading Risk Management, LLC (STRM) and the City of Colton.

BACKGROUND

The City of Colton currently has an ISDA in place between itself and Shell Energy NA. Shell has created a new firm, Shell Trading Risk Management, LLC (STRM), to trade commodities and derivative product to reflect changes in federal commodities laws and Dodd-Frank legislation and has asked the City to replace its existing ISDA.

Enabling agreements such as the ISDA are common and the CED has an enabling agreement with the Western System Power Pool for energy and renewable energy credits. Energy trading agreements take so long to implement that firms keep enabling agreements in force so that specific trades can be made under existing agreements rather than have to negotiate an entire agreement for a short-term transaction.

An ISDA is an enabling agreement that sets forth standard terms and conditions for possible future energy and natural gas transactions. No transactions are actually done under the ISDA but if a

An ISDA is an enabling agreement that sets forth standard terms and conditions for possible future energy and natural gas transactions. No transactions are actually done under the ISDA but if a future energy or natural gas hedge is entered into, the terms and conditions set forth in the ISDA would apply unless specifically addressed in the transaction confirmation.

ISSUES/ANALYSIS

When CED received the request from STRM to make the conforming changes to the ISDA, CED sent the revised ISDA to Best, Best & Krieger (BB&K) for review. BB&K had no issue with the ISDA but felt it should be approved by the City Council rather than the Electric Utility Director. BB&K believes that the energy purchasing authority of the Director applies to physical energy products but is not necessarily clear on financial transactions with firms other than Shell Energy, NA, even though the CED has entered into financial hedges in the past with Shell Energy NA (the last in 2010).

CED agrees that if there is a question about the ability of the Director to enter into financial transactions, the ISDA should come before the City Council for approval.

Under the CED's Risk Management Policy, the only financial transaction CED could make on energy products is a financial hedge that caps or contains the cost of natural gas or energy. If for some reason energy prices suddenly became very volatile, such as in the 2000-2002 time period, CED would want to look at capping or containing the price of energy products or entering into a financial agreement to keep the price of energy within a specified range or below some level.

FISCAL IMPACT

Because the ISDA only allows deals to go forward under a set of conditions there is no fiscal impact on CED. If CED were to ever enter into a transaction under the ISDA, the transaction would be evaluated on its own at that time.

ALTERNATIVES

1. The City Council can provide alternative direction to staff.

ATTACHMENTS

1. Resolution R-XX-16
2. Special Entity Schedule to the Master Agreement between Shell Trading Risk Management, LLC and City of Colton.

ATTACHMENT 1

RESOLUTION R-03-16

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

RESOLUTION NO. R-03-16

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF COLTON AUTHORIZING THE UTILITY DIRECTOR
TO ENTER INTO TRANSACTIONS WITH SHELL
TRADING RISK MANAGEMENT, LLC**

WHEREAS, the City has entered into or will enter into swaps, options, or other financially settled energy derivative transactions (“Transactions”) with Shell Energy North America (US), LP (“Shell Energy”), pursuant to contracts in the form of master swap agreements, Master Agreements on the form approved by the International Swap and Derivatives Association, Inc. (“ISDA”), and other commodity agreements (as the same may be amended and supplemented, collectively, the “Master Swap Agreements”) between the City and Shell Energy; and

WHEREAS, on October 20, 2009, the City Council approved a Master Agreement with Shell Energy North America (U.S. Municipal Counterparty Schedule to the 1992 Local Currency – Single Jurisdiction Master Agreement); and

WHEREAS, on April 6, 2010, the City Council approved Resolution R-17-10 authorizing the City Manager, or his or her designee to enter into transactions with Shell Energy; and

WHEREAS, to reflect and conform to changes in federal commodities laws and Dodd-Frank legislation, Shell Energy has transferred all ISDA and Master Agreement transactions to Shell Trading Risk Management, LLC (“STRM”);

NOW, THEREFORE, the City Council of the City of Colton does hereby resolve the following:

Section 1. The City is hereby authorized (i) to enter into Transactions, including but not limited to forwards, futures, swaps, and options, (ii) to enter into Master Swap Agreements governing such transactions and confirmation thereunder designating the terms of specific individual Transactions, and (iii) to the extent necessary or appropriate, to pledge cash, securities, or other property, or to provide letters of credit or other credit support, as support for its obligations with respect to such Transactions.

1 **Section 2.** The Utility Director is authorized and empowered from time to time to
2 negotiate, prepare, execute, and deliver Master Swap Agreements by an on behalf
3 of the City in favor of STRM, in such form and with such terms as the officer
4 executing the same shall approve, such approval and the approval of this City
Council to be conclusively evidenced by such officer's execution and delivery
thereof.

5 **Section 3.** The Utility Director is also authorized and empowered to designate
6 persons who shall be authorized to issue and accept confirmations of Transactions,
7 from time-to-time, in the ordinary course of the City's business.

8 **Section 4.** The City Clerk shall verify to the adoption of this Resolution and this
9 Resolution shall become effective upon its adoption.

10 **PASSED, APPROVED AND ADOPTED** this 19th day of January 2016.

11
12 _____
13 RICHARD A. DELAROSA, Mayor

14 ATTEST:

15
16 _____
17 CAROLINA R. PADILLA, City Clerk
18
19
20
21
22
23
24
25
26
27
28

ATTACHMENT 2

**SPECIAL ENTITY SCHEDULE
to the
MASTER AGREEMENT
1992 Multi-Currency/Cross Border**

**SPECIAL ENTITY SCHEDULE
to the
MASTER AGREEMENT
1992 Multi-Currency/Cross Border**

dated as of January __, 2016

between

SHELL TRADING RISK MANAGEMENT, LLC,
a Delaware limited liability company
("Party A")

and

CITY OF COLTON, CALIFORNIA,
a municipality created under the laws of the State of California
("Party B").

Part 1. Termination Provisions.

(a) **"Specified Entity"** means in relation to Party A for the purpose of:

Section 5(a)(v), Not Applicable
Section 5(a)(vi), Not Applicable
Section 5(a)(vii), Not Applicable
Section 5(b)(iv), Not Applicable

and in relation to Party B for the purpose of:

Section 5(a)(v), Not Applicable
Section 5(a)(vi), Not Applicable
Section 5(a)(vii), Not Applicable
Section 5(b)(iv), Not Applicable

(b) **"Specified Transaction"** will have the meaning specified in Section 14 of this Agreement.

(c) The **"Cross Default"** provisions of Section 5(a)(vi) as amended will apply to Party A and to Party B; provided, however, that Section 5(a)(vi) is hereby amended by deleting in the seventh line thereof the words ", or becoming capable at such time of being declared,". Section 5(a)(vi) is further amended by adding the following at the end of the section after ")" and before ";"
"including without limitation Bonds with respect to Party B."

If such provisions apply:

“Specified Indebtedness” will have the meaning specified in Section 14 of this Agreement, except that such term shall not include accounts payable incurred in the ordinary course of business.

“Threshold Amount” means, with respect to Party A, and Party A’s Credit Support Provider, if any, US \$50,000,000 and, with respect to Party B, and Party B’s Credit Support Provider, if any, US \$50,000,000.

- (d) **“Merger Without Assumption”** Section 5(a)(viii) of this Agreement is hereby amended to read follows:

“(viii) Merger Without Assumption. The party or any Credit Support Provider of such party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all its assets to, or reorganizes, incorporates, reincorporates, or reconstitutes into or as, another entity (or, without limiting the foregoing, if such party is a Special Entity, an entity such as an organization, board, commission, authority, agency or body succeeds to the principal functions of, or powers and duties granted to, such party or any Credit Support Provider of such party) and, at the time of such consolidation, amalgamation, merger, transfer, reorganization, incorporation, reincorporation, or reconstitution or succession:

- (1) the resulting, reorganized, reincorporated, reconstituted, surviving, transferee or successor entity (the “Resulting Entity”) fails to assume all the obligations of such party or such Credit Support Provider under this Agreement or any Credit Support Document to which it or its predecessor was a party by operation of law or pursuant to an agreement reasonably satisfactory to the other party to this Agreement; or
- (2) the benefits of any Credit Support Document fail to extend (without the consent of the other party) to the performance by such Resulting Entity of its obligations under this Agreement.”

- (e) The **“Credit Event Upon Merger”** provisions of Section 5(b)(iv) will apply to Party A and Party B and is hereby amended and restated as follows:

“If ‘Credit Event Upon Merger’ is specified in the Schedule as applying to the party, such party (“X”), any Credit Support Provider of X or an applicable Specified Entity of X consolidates or amalgamates with, or merges with or into, transfers all or substantially all of its assets to, or reorganizes, incorporates, reincorporates, or reconstitutes into or as, another entity (or, without limiting the foregoing, if such party is a Special Entity, an entity such as an organization, board, commission, authority, agency or body that succeeds to the principal functions of, or powers and duties granted to X, any Credit Support Provider of X or any Specified Entity of X) (*collectively, a “CEUM Event”*) and such action does not constitute an event described in Section 5(a)(viii) but the creditworthiness of the resulting, surviving or transferee entity (*the “Resulting Entity”*) is materially weaker than that of X, such Credit Support Provider or such Specified Entity, as the case may be, immediately prior to such action (and, in such event, X or *the Resulting Entity* will be the Affected Party).

As used herein, the phrase “materially weaker” shall be deemed to mean (i) the Credit Rating (as defined in Part 5(q) hereof) of the Resulting Entity or its Credit Support Provider, if any, is less than BBB- by S&P or Baa3 by Moody’s (as defined in Part 5(q) hereof), or (ii) the Resulting

Entity or its Credit Support Provider, if any, is not rated by at least one of the foregoing rating agencies.”

(f) The “*Automatic Early Termination*” provision of Section 6(a) will not apply to Party A or Party B.

(g) ***Payments on Early Termination.*** For the purpose of Section 6(e) of this Agreement:

(i) Either Market Quotation or Loss will apply, at the election of the Non-defaulting Party or non-Affected Party, and Market Quotation will apply if there are two Affected Parties.

(ii) The Second Method will apply.

(h) “***Termination Currency***” means United States Dollars.

(i) ***Additional Event of Default*** will not apply to Party A, and with respect to Party B Section 5(a) of the Agreement is hereby amended to include the following additional Event of Default with respect to Party B which shall be added as a new subparagraph 5(a)(ix):

“(ix) ***Authority, Repudiation.*** Party B shall cease to have authority to (i) enter into Transactions; (ii) make payments under this Agreement or any Transaction, or (iii) or any legislative body having jurisdiction over Party B shall adopt any legislation which would have the effect of repudiating this Agreement or any Transaction subject to the Agreement.”

(j) ***Additional Termination Event*** will apply. The following shall constitute an “***Additional Termination Event***”:

(i) The occurrence or the discontinuance of Party B or any Governmental Authority that acts on behalf of Party B, by statute, sunset legislation, or otherwise, unless the state or an alternative Governmental Authority takes over and fulfills Party B’s or the Governmental Authority acting on Party B’s behalf obligations or any governmental guaranty supporting Party B is revoked.

(ii) The occurrence of a Credit Event with respect to either party shall be an Additional Termination Event. As used herein, “Credit Event” shall mean that (i) the relevant party, or its Credit Support Provider, as applicable, is assigned a Credit Rating below Baa3 by Moody’s or below BBB- by S&P, or (ii) the relevant party, or its Credit Support Provider, as applicable, shall cease to be rated by any of the foregoing rating agencies. Upon the occurrence of a Credit Event, the party subject to the Credit Event shall be the Affected Party.

(k) **Events of Default.**

(i) ***Bankruptcy.*** Section 5(a)(vii) is hereby amended by deleting Clause (6) thereof and amending it to read in its entirety as follows:

“(6)(A) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets or (B) in the case of Party B, any Credit Support Provider of Party B or any applicable Specified Entity of Party B, (I) there shall be appointed or designated with respect to it, an entity

such as an organization, board, commission, authority, agency or body to monitor, review, oversee, recommend or declare a financial emergency or similar state of financial distress with respect to it or (II) there shall be declared or introduced or proposed for consideration by it or by any legislative or regulatory body with competent jurisdiction over it, the existence of a state of financial emergency or similar state of financial distress in respect of it;”.

Part 2. Tax Representations.

- (a) **Payer Representations.** For the purpose of Section 3(e) of this Agreement, Party A and Party B each make the following representation:

It is not required by any applicable law, as modified by the practice of any relevant governmental revenue authority, of any Relevant Jurisdiction to make any deduction or withholding for or on account of any Tax from any payment (other than interest under Section 2(e), 6(d)(ii), or 6(e) of this Agreement) to be made by it to the other party under this Agreement. In making this representation, it may rely on (i) the accuracy of any representations made by the other party pursuant to Section 3(f) of this Agreement, (ii) the satisfaction of the agreement contained in Section 4(a)(i) or 4(a)(iii) of this Agreement and the accuracy and effectiveness of any document provided by the other party pursuant to Section 4(a)(i) or 4(a)(iii) of this Agreement, and (iii) the satisfaction of the agreement of the other party contained in Section 4(d) of this Agreement; provided, however, that it shall not be a breach of this representation where reliance is placed on clause (ii) and the other party does not deliver a form or document under Section 4(a)(iii) by reason of material prejudice to its legal or commercial position.

- (b) **Payee Representations.** For the purpose of Section 3(f) of this Agreement:

- (i) The following representation will apply to Party A:

Party A is a limited liability company organized under the laws of the State of Delaware and is a resident of the United States of America and its U.S. taxpayer identification number is 76-0480645.

- (ii) The following representation will apply to Party B:

Party B is a Municipality created under the laws of the State of California and is a resident of the United States of America and its U.S. taxpayer identification number is 95-6000694.

Part 3. Agreement to Deliver Documents.

For the purpose of Sections 4(a)(i) and (ii) of this Agreement, each party agrees to deliver the following documents, as applicable:

- (a) Tax forms, documents, or certificates to be delivered are:

Party required to deliver	Form/Document/Certificate	Date by which to be delivered

document		
Party A and Party B	An executed United States Internal Revenue Service Form W-9 (or any successor form thereto)	(i) At execution of this Agreement and (ii) promptly after reasonable request by the other party.

(b) Other documents to be delivered are:

Party required to deliver document	Form/Document/Certificate	Date by which to be delivered	Covered by Section 3(d) Representation
Party A and Party B	Certified resolutions or other evidence of authority appropriate for the entity type authorizing this Agreement and the Transactions contemplated hereby	At execution of this Agreement	Yes
Party A and Party B	Certified incumbency certificate and specimen signatures with respect to signatories executing this Agreement or any Credit Support Document	At execution of this Agreement	Yes
Party A	Most recently prepared audited annual financial statements of Party A's Credit Support Provider, certified by independent public accountants and prepared in accordance with generally accepted accounting principles, international financial reporting standards or such other principles then in effect, subject in each case to Part 5(s)	As soon as available after request by Party B	Yes
Party B	Most recently prepared audited annual financial statements of the party and its Credit Support Provider, if any, certified by independent public accountants and prepared in accordance with generally accepted accounting principles, international financial reporting standards or such other principles then in effect, subject in each case to Part 5(s)	As soon as available after request by Party A	Yes

Party B	Certified copies of all statutes, regulations, ordinances, resolutions, public notices and other documents evidencing the necessary authorization of this Agreement and the Transactions (“Enabling Laws”) contemplated hereby and certified as of the delivery date as being a true, complete and a correct copy thereof	At execution of this Agreement	Yes
Party A and Party B	Most recently prepared quarterly financial statements of Party A’s Credit Support Provider and Party B and its Credit Support Provider, if any, prepared in accordance with generally accepted accounting principles, international financial reporting standards or such other principles then in effect, subject in each case to Part 5(s)	As soon as available after request by the other party	Yes
Party B	Each amendment, supplement or variation to the Enabling Laws material to this Agreement, certified as of the delivery date as being a true, complete and correct copy thereof	Promptly on its effectiveness but in any event at least one Local Business Day prior to the first Transaction following its effectiveness	Yes
Party B	An opinion of outside counsel for Party B, in form and substance reasonably satisfactory to Party A, regarding the validity, binding effect and enforceability of this Agreement against Party B in respect of all relevant organizational, constitutional or other governing documents of Party B and applicable law	At execution of this Agreement	No
Party A and Party B	Duly executed copy of the Credit Support Document[s] specified in Part 4(f) of this Schedule	At execution of this Agreement	Yes
Party A and Party B	A completed copy of the Dodd Frank Information Schedule attached hereto as Attachment 1	At execution of this Agreement	No
Party B’s QIR	Officer certified incumbency certificate and specimen signature with respect to signatory executing this Agreement on behalf of the Qualified Independent Representative (“QIR”)	At execution of this Agreement	Yes

Part 4. Miscellaneous.

(a) **Addresses for Notices.** For the purpose of Section 12(a) of this Agreement:

Address for notices or communications to Party A:

Address: Shell Trading Risk Management, LLC
1000 Main Street, Level 12
Houston, Texas 77002
Attention: Contracts North America
Facsimile No.: 713-265-2179 Telephone No.: 1-877-504-2491

With a copy of notices or communications pursuant to Sections 5 or 6 to:

Address: Shell Trading Risk Management, LLC
1000 Main Street, Level 12
Houston, Texas 77002
Attention: General Counsel
Facsimile No.: 713-230-2900 Telephone No.: 713-767-5500

With a copy of notices, demands, or communications pursuant to the Credit Support Annex:

Address: Shell Trading Risk Management, LLC
1000 Main Street, Level 12
Houston, Texas 77002
Attention: Director-Credit Risk Management
Facsimile No.: 713-230-7925 Telephone No.: 713-767-5329

Address for notices or communications to Party B:

Address: City of Colton
650 N. La Cadena Drive
Colton, CA 92324
Attention: David Kolk – Electric Utility Director
Facsimile No.: 909-370-5132 Telephone No.: 909-370-6196

Address for notices or communications to Qualified Independent Representative:

Address: City of Colton
650 N. La Cadena Drive
Colton, CA 92324
Attention: David Kolk – Electric Utility Director
Facsimile No.: 909-370-5132 Telephone No.: 909-370-6196

(b) **Process Agent.** For the purpose of Section 13(c) of this Agreement:

Party A appoints as its Process Agent: Not Applicable
Party B appoints as its Process Agent: Not Applicable

- (c) **Offices.** The provisions of Section 10(a) will apply to this Agreement.
- (d) **Multibranch Party.** For the purpose of Section 10(c) of this Agreement:
 - Party A is not a Multibranch Party
 - Party B is not a Multibranch Party
- (e) **Calculation Agent.** The Calculation Agent is Party A; provided, however, if an Event of Default has occurred and is continuing with respect to Party A, then Party B shall be Calculation Agent. If any party disputes a calculation or determination, the appropriate party will pay the undisputed amount to the other party on the date that the payment originally was due, and the parties shall endeavor to resolve the amount in dispute. If they are unable to do so within a commercially reasonable time, they shall mutually select a dealer in transactions involving the applicable commodity to act as Calculation Agent with respect to the amount in dispute.
- (f) **Credit Support Document.** Each of the following is a Credit Support Document and is incorporated by reference in, and constitutes part of, this Agreement and each Confirmation as if set forth in full in this Agreement or such Confirmation:
 - (i) ISDA Credit Support Annex, of even date herewith, between Party A and Party B; and
 - (ii) Guaranty of Party A's Credit Support Provider, in the form attached hereto as Attachment 4;
- (g) **Credit Support Provider.**
 - (i) Credit Support Provider means in relation to Party A: Shell Energy North America (US), L.P.
 - (ii) Credit Support Provider means in relation to Party B: Not Applicable
- (h) **Governing Law.** This Agreement and each Confirmation will be governed by, and construed and enforced in accordance with, the substantive law of the State of New York (without reference to its choice of law doctrine, other than Section 5-1401 of the New York General Obligations Law).
- (i) **Netting of Payments.** Subparagraph (ii) of Section 2(c) of this Agreement will not apply to any Transactions. The effect of this amendment is to allow netting of payments across all Transactions.
- (j) **"Affiliate"** will have the meaning specified in Section 14 of this Agreement; provided, however, for purposes of Section 3(c), "Affiliate" will mean a party's Credit Support Provider, if any.
- (k) **"Special Entity"** means Party B, which is a Special Entity as defined by CFTC Regulation 23.401(c), as may be amended or modified.
- (l) **"Governmental Authority"** means any state or political sub-division of Party B, or any agency, instrumentality, ministry, department or other authority thereof, whether autonomous or not.

Part 5. Other Provisions.

- (a) **Obligations.** Section 2(a)(iii) of this Agreement is hereby amended to read in its entirety as follows:

“(iii) Each obligation of each party under Section 2(a)(i) is subject to (1) the condition precedent that no Event of Default, Potential Event of Default or Incipient Illegality (in the case of a Special Entity) with respect to the other party has occurred and is continuing, (2) the condition precedent that no Early Termination Date in respect of the relevant Transaction has occurred or been effectively designated and (3) each other applicable condition precedent specified in this Agreement.”

- (b) **Agreements.**

- (i) The introductory clause of Section 4 of this Agreement is hereby amended to read in its entirety as follows:

“Each party agrees with the other (or, in the case of Section 4(f) and (g) Party B agrees with Party A) that, so long as either party has or may have any obligation under this Agreement or under any Credit Support Document to which it is a party:”.

- (ii) Section 4 of this Agreement is further amended by adding the following subsections (f) and (g) thereto:

“(f) **Additional Party B Undertaking.** Solely with respect to Party B, Party B agrees to notify Party A if for any reason Party B ceases to be authorized to bind itself under this Agreement and in respect of Transactions and Party B shall continue to be liable for any actions taken in respect of this Agreement prior to the effective date of receipt of this notice.

(g) **Notice of Incipient Illegality.** If an Incipient Illegality occurs (in the case of a Special Entity), Party B will, promptly upon becoming aware of it, notify the other party, specifying the nature of that Incipient Illegality and will also give such other information about that Incipient Illegality as the other party may reasonably require.”

- (c) **Reference Market-makers.** The definition of “Reference Market-makers” in Section 14 is hereby amended by adding in the fourth line thereof after the word “credit” the words “or to enter into transactions similar in nature to Transactions”.

- (d) **Jurisdiction.** The provisions of Section 13(b) shall apply subject to the following:

WAIVER OF JURY TRIAL. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY CREDIT SUPPORT DOCUMENT. EACH PARTY (i) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY OR ANY CREDIT SUPPORT PROVIDER HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF SUCH A SUIT, ACTION OR PROCEEDING, SEEK TO ENFORCE THE FOREGOING WAIVER AND (ii) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HAVE BEEN INDUCED TO

ENTER INTO THIS AGREEMENT AND PROVIDE FOR ANY CREDIT SUPPORT DOCUMENT, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

- (e) **Definitions.** This Agreement, each Confirmation and each Transaction are subject to the 2006 ISDA Definitions, as amended (the “2006 Definitions”), and the 1993 ISDA Commodity Definitions, as supplemented by the 2000 Supplement (as amended, the “Commodity Definitions”) and any other definitions specified in the relevant Confirmation for such Transaction, each as published by the International Swaps and Derivatives Association, Inc. (“ISDA”)(collectively, the “Definitions”), and will be governed in all respects by the Definitions (except that any references to “Swap Transactions” in the Definitions will be deemed to be references to “Transactions”). The Definitions are incorporated by reference in, and made part of, this Agreement and each relevant Confirmation as if set forth in full in this Agreement and such Confirmation. In the event of any inconsistency between the 2006 Definitions and the Commodity Definitions, the Commodity Definitions will prevail. In the event of any inconsistency between the Definitions and any other definitions incorporated into a Confirmation, the definitions incorporated in the Confirmation will prevail for the purpose of the relevant Transaction. In the event of any inconsistency between the provisions of this Agreement and the Definitions, this Agreement will prevail. In the event of any inconsistency between the provisions of any Confirmation, this Agreement and the applicable Definitions, such Confirmation will prevail for the purpose of the relevant Transaction.
- (f) **Confirmations.** For each Transaction entered into hereunder, Party A shall promptly after the date the parties reach agreement on the terms of a Transaction as contemplated by the first sentence of Section 9(e)(ii), send to Party B a Confirmation. Party B agrees to respond to such Confirmation within two (2) Local Business Days after receipt thereof by Party B either confirming agreement thereto or requesting a correction for any error(s) contained therein. Failure by Party B to respond within such period shall not affect the validity or enforceability of such Transaction and shall be deemed to be an affirmation of the terms contained in such Confirmation, absent manifest error on the Confirmation.
- (g) **Set-off and Terminated Transactions.** Section 6 of the Agreement is amended by the addition of the following new Section 6(f):
 - (f) **Set-off.**
 - (i) Upon the designation or deemed designation of an Early Termination Date, in addition to and not in limitation of any other right or remedy (including any right to setoff, counterclaim, or otherwise withhold payment) under applicable law, the Non-defaulting Party or the non-Affected Party (in either case, “X”) may, at its option and in its discretion, setoff any amounts payable by X (or any of X’s Affiliates) to the Defaulting Party or Affected Party (in either case, “Y”) under this Agreement or otherwise, against any amounts payable by Y to X (or any of X’s Affiliates) under this Agreement or otherwise (irrespective of currency, place of payment or booking office of obligation). The obligations of Y and X under this Agreement in respect of such amounts shall be deemed satisfied and discharged to the extent of any such setoff. To the extent necessary, X may convert the amounts subject to the setoff into the Termination Currency at the applicable prevailing exchange rate. X will give Y notice of any setoff effected under this section as soon as practicable after the setoff is effected provided that failure to give such notice shall not affect the validity of the setoff.

- (ii) Nothing herein shall be effective to create a charge or other security interest. This setoff provision shall be without prejudice and in addition to any right of setoff, combination of accounts, lien or other right to which any party is at any time otherwise entitled (whether by operation of law, contract or otherwise). If an obligation is unascertained, X may in good faith estimate that obligation and set-off in respect of the estimate, subject to the relevant party accounting to the other when the obligation is ascertained.
 - (iii) Notwithstanding any provision to the contrary contained in this Agreement, X shall not be required to pay to Y any amount under Section 6(e) until X receives confirmation satisfactory to it in its reasonable discretion that all other obligations of any kind whatsoever (whether pursuant to Specified Indebtedness as defined herein or otherwise) of Y to make any payments to X (or any of X's Affiliates) under this Agreement or otherwise, which are due and payable as of the Early Termination Date hereof, have been fully and finally performed.
 - (h) **Notice by Facsimile Transmission.** Section 12(a) of this Agreement is hereby amended by inserting the words "or 13(c)" between the number "6" and the word "may" in the second line thereof.
 - (i) **Recording of Conversations.** Each party to this Agreement acknowledges and agrees to the tape or electronic recording of conversations between the parties to this Agreement whether by one or both of the parties, and that any such recordings may be submitted in evidence in any action or proceeding relating to this Agreement or any Transaction.
 - (j) **Cost of Funds, Highest Lawful Rate.** For purposes of the definition of "Non-default Rate," "Default Rate," and "Termination Rate," the Parties agree that "cost" shall mean a per annum rate of interest equal to the prime lending rate as may from time to time be published in The Wall Street Journal under "Money Rates."
- Notwithstanding any provision to the contrary contained in this Agreement, in no event shall the Default Rate, Non-default Rate or Termination Rate exceed the highest lawful rate.
- (k) **Default Rate.** The definition of "Default Rate" in Section 14 is hereby amended by replacing "1%" with "2%".
 - (l) **Limitation of Liability.** NO PARTY SHALL BE REQUIRED TO PAY OR BE LIABLE FOR SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES (WHETHER OR NOT ARISING FROM ITS NEGLIGENCE) TO ANY OTHER PARTY; PROVIDED, HOWEVER, THAT NOTHING IN THIS PROVISION SHALL AFFECT THE ENFORCEABILITY OF SECTION 6(e) OF THIS AGREEMENT. IF AND TO THE EXTENT ANY PAYMENT REQUIRED TO BE MADE PURSUANT TO THIS AGREEMENT IS DEEMED TO CONSTITUTE LIQUIDATED DAMAGES, THE PARTIES ACKNOWLEDGE AND AGREE THAT SUCH DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE AND THAT SUCH PAYMENT IS INTENDED TO BE A REASONABLE APPROXIMATION OF THE AMOUNT OF SUCH DAMAGES AND NOT A PENALTY.
 - (m) **Transfers.** Section 7 is hereby amended by (1) adding in the third line thereof after the word "party" the words "which consent shall not be unreasonably withheld or delayed" and (2) adding

the following after subsection (b) as a new paragraph:

- “(c) Notwithstanding the foregoing, either party may transfer its rights, obligations and interests (including rights to payments) hereunder, in whole but not in part, without the consent of the other party, to any Affiliate of such party provided that (i) the transferee is an entity formed, organized, or created under state law within the United States; (ii) (A) if the transferor has been assigned a Credit Rating, the transferee is assigned a Credit Rating equal to or better than the transferor or (B) if the transferor has not been assigned a Credit Rating and has a Credit Support Provider under this Agreement, the obligations of the transferee are guaranteed by the transferor’s Credit Support Provider or, (C) if the transferor has not been assigned a Credit Rating, has no Credit Support Provider under this Agreement, and the obligations of the transferee are guaranteed by the transferor, in each case of the preceding clauses (B) and (C), in accordance with a guarantee agreement (and any other applicable documentation) in form and substance satisfactory to the non-transferring party; and (iii) with respect to Party B, such transferee is a Permitted Transferee. The right of each party to transfer its rights and obligations pursuant to this provision is subject to the additional conditions that (1) no Potential Event of Default, Event of Default, Incipient Illegality (in the case of a Special Entity), or Termination Event shall exist hereunder with respect to the transferor, and (2) such transfer shall not give rise to a Potential Event of Default, an Event of Default, Incipient Illegality (in the case of a Special Entity), or Termination Event with respect to any transferee, party, or Specified Entity.

“**Permitted Transferee**” means an entity that (a) satisfies (and prior to such transfer, Party A has received all material documentation and other information required by regulatory authorities under) Party A’s internal requirements solely as they relate to “know-your-customer” rules, anti-money laundering policies and procedures, laws, rules and regulations, in each case, as consistently applied by Party A; (b) demonstrates to Party A’s satisfaction that it is an “eligible contract participant” under the Commodity Exchange Act, as amended (“CEA”); (c) has not formally threatened in writing or commenced any litigation proceeding against Party A and is not subject of any formal written threat of litigation, issued or of any litigation proceeding initiated, by Party A; (d) is not a Swap Dealer or Major Swap Participant (each as defined by the CEA); (e) demonstrates to Party A’s satisfaction that it has satisfied all requirements necessary for Party A to comply with its obligations under the CEA (and the rules and regulations thereunder) upon any transfer to such entity; and (f) in Party A’s reasonable discretion is a counterparty with whom Party A is not prohibited from transacting under the regulatory regime then-applicable to the Transactions.”

- (n) **Representations.** Section 3 of this Agreement is hereby amended as follows:

- (i) Section 3(a)(ii) is deleted in its entirety and replaced with the following:

“(ii) **Powers.** It has the power to execute this Agreement and any other documentation relating to this Agreement to which it is a party, to deliver this Agreement and any other documentation relating to this Agreement that it is required by this Agreement to deliver and to perform its obligations under this Agreement and any obligations it has under any Credit Support Document to which it is a party and has taken all necessary action and made all necessary determinations and findings to authorize such execution, delivery and performance.

(ii) Section 3(b) is deleted in its entirety and replaced with the following:

“(b) **Absence of Certain Events.** No Event of Default or Potential Event of Default or, to its knowledge, Incipient Illegality (in the case of a Special Entity) or Termination Event with respect to it has occurred and is continuing and no such event or circumstance would occur as a result of its entering into or performing its obligations under this Agreement or any Credit Support Document to which it is a party.”

(o) **Representations.** Section 3 of this Agreement is hereby further amended by adding the following additional Subsections:

(g) **No Agency.** It is entering into this Agreement and each Transaction for its own account, as principal, and not as agent or in any other capacity, fiduciary or otherwise.

(h) **Eligible Contract Participant.** It is an “eligible contract participant” as such term is defined in Section 1a(18) of the Commodity Exchange Act, as amended (including by the Dodd-Frank Wall Street Reform and Consumer Protection Act, Public Law 111–203, 124 Stat. 1376 (2010)) (the “Act”).

(i) **Line of Business.** It has entered into this Agreement (including each Transaction evidenced hereby) in connection with the conduct of its business or to manage the risk associated with an asset or liability owned or incurred or reasonably likely to be owned or incurred by it in the conduct of its business.

(j) **No Reliance.** In connection with the negotiation of, the entering into, and the confirming of the execution of, this Agreement, any Credit Support Document to which it is a party, and each Transaction: (i) the other party is not acting as a fiduciary or financial or investment advisor for it; (ii) it is not relying upon any representations (whether written or oral) of the other party other than the representations expressly set forth in this Agreement and in such Credit Support Document; (iii) it has consulted with its own legal, regulatory, tax, business, investment, financial, and accounting advisors to the extent it has deemed necessary, and it has made its own investment, hedging, and trading decisions based upon its own judgment and upon any advice from such advisors as it has deemed necessary and not upon any view expressed by the other party; (iv) it has not been given by the other party (directly or indirectly through any other person) any advice, counsel, assurance, guarantee, or representation whatsoever as to the expected or projected success, profitability, return, performance, result, effect, consequence, or benefit (either legal, regulatory, tax, financial, accounting, or otherwise) of this Agreement, such Credit Support Document, or such Transaction; (v) its decisions have been the result of arm’s length, individual negotiations between the parties; and (vi) it is entering into this Agreement, such Credit Support Document, and such Transaction with a full understanding of all of the risks hereof and thereof (economic and otherwise), and it is capable of assuming and willing to assume (financially and otherwise) those risks.

(k) **Non-Speculation.** With respect to Party B, this Agreement has been, and each Transaction hereunder will be (and, if applicable, has been), entered into for purposes of managing its borrowings or investments, managing against loss due to commodity price fluctuations, or managing the risk associated with an asset or liability owned or incurred or reasonably likely to be owned or incurred by it, and not for purposes of speculation.

- (l) **No Immunity.** With respect to Party B, it is not entitled to claim immunity on the grounds of sovereignty or other similar grounds with respect to itself or its revenues or assets (irrespective of their use or intended use) from (i) suit, (ii) jurisdiction of any court, (iii) relief by way or injunction, order for specified performance or for recovery of property, (iv) attachment of its assets (whether before or after judgment) or (v) execution or enforcement of any judgment to which it or its revenues or assets might otherwise be made subject to in any Proceedings (as defined in Section 13(b)) in the courts of any jurisdiction and no such immunity (whether or not claimed) may be attributed to such party or its revenues or assets.
- (m) **Special Entity Representations.** With respect to Party B, for itself and any entity included within the definition of Special Entity, Party B represents and warrants to Party A continuing throughout the term of this Agreement, with respect to this Agreement and each Transaction, as follows: (i) all acts necessary to the valid execution, delivery and performance of this Agreement, (such as, competitive bidding, public notice, election, referendum, prior appropriation, board and/or board of trustees approval, or other required or similar procedures) has or will be taken and performed as required under the Governmental Act and Party B's ordinances, bylaws or other regulations, (ii) all persons making up the governing body of Party B are the duly elected or appointed incumbents in their positions and hold such positions in good standing in accordance with the Governmental Act and other applicable law, (iii) entry into and performance of this Agreement by Party B is for a proper public purpose or is in connection with one or more services, products, or commodities owned or controlled by Party B, within the meaning of the Governmental Act and all other relevant constitutional, organic or other governing documents and applicable law, (iv) any financially settled transactions hereunder are entered into solely for hedging purposes, to protect Party B against loss due to price fluctuation, and are not for speculative purposes, (v) the term of this Agreement does not extend beyond any applicable limitation imposed by the Governmental Act or other relevant constitutional, organic or other governing documents and applicable law, (vi) Party B's obligations to make payments hereunder are unsubordinated obligations and such payments are (a) operating and maintenance costs (or similar designation) which enjoy first priority of payment at all times under and any other bond ordinances or indentures to which it is a party, the Governmental Act and all other relevant constitutional, organic or other governing documents and applicable law, or (b) otherwise not subject to any prior claim under any and all bond ordinances or indentures to which it is a party, the Governmental Act and all other relevant constitutional, organic or other governing documents and applicable law and are available without limitation or deduction to satisfy all Party B's obligations hereunder and under each Transaction, and (vii) obligations to make payments hereunder do not constitute any kind of indebtedness of Party B or create any kind of lien on, or security interest in, any property or revenues of Party B which, in either case, is proscribed by any provision of the Governmental Act or any other relevant constitutional, organic or other governing documents and applicable law, any order or judgment of any court or other agency of government applicable to it or its assets, or any contractual restriction binding on or affecting it or any of its assets.
- (p) **Evidence of Market Quotations.** Section 6(d)(i) of this Agreement is amended by changing the word "conclusive" in the seventh line to read "prima facie".

(q) **Additional Definitions.** Section 14 of the Agreement is hereby amended to add the following definitions in their appropriate alphabetical order:

(i) **“Governmental Act”** shall mean [add relevant state and local statutory authority for Party B, including state constitution, charter documents and ordinances], and other applicable local, state and federal law.

(ii) **“Bonds”** means any general obligation, revenue, electric enterprise, or refunding bonds issued by Party B.

(iii) **“Credit Rating”** shall mean on any date of determination, with respect to: (A) Party A, the lower of its long-term senior unsecured debt rating (not supported by third party credit enhancement) or its issuer rating by Moody’s or S&P; (B) Party B, the lower of its long-term senior unsecured debt (not supported by third party enhancement), its long-term senior revenue bond rating (not supported by third party enhancement) or its issuer rating by Moody’s or S&P; and (C) a financial institution, its long-term senior unsecured debt rating or its deposit rating by Moody’s, S&P or the specified rating agency.

(iv) **“Credit Watch”** means the S&P or Moody’s ratings outlook, i.e., “Watch Negative”, “Possible Downgrade”, “Review for Downgrade”, “Review for Possible Downgrade” or other similar terminology.

(v) **“Incipient Illegality”** shall mean (a) the enactment by any legislative body with competent jurisdiction over Party B of legislation which, if adopted as law, would render unlawful (i) the performance by Party B of any absolute or contingent obligation to make a payment or delivery or to receive a payment or delivery in respect of a Transaction or the compliance by Party B with any other material provision of this Agreement relating to such Transaction or (ii) the performance by Party B of any contingent or other obligation which such Party B has under any Credit Support Document relating to such Transaction, (b) any assertion in any proceeding, forum or action by a Special Entity, in respect of such Special Entity or any Special Entity located, organized, or created under the laws of the state in which such Special Entity is located to the effect that performance under this Agreement or similar agreements is unlawful or (c) the occurrence with respect to Party B of any event that constitutes an Illegality.

(vi) **“Local Business Day”** will have the meaning specified in Section 14 of this Agreement; provided, however, Local Business Day shall not include a Saturday, Sunday, the Friday immediately following the Thanksgiving holiday or a Federal Reserve Bank Holiday.

(vii) **“Moody’s”** shall mean Moody’s Investors Service, Inc., or its successor.

(viii) **“S&P”** shall mean Standard & Poor’s Ratings Services (a division of McGraw Hill Financial, Inc.), or its successor.

(r) **Swap Agreement.** Without limiting the applicability of any other provision of the U.S. Bankruptcy Code as amended (the “Bankruptcy Code”) (including without limitation Sections 362, 546, 556, and 560 thereof and the applicable definitions in Section 101 thereof), the parties acknowledge and agree that all Transactions entered into hereunder will constitute “forward contracts” or “swap agreements” as defined in Section 101 of the Bankruptcy Code, that the rights of the parties under Section 6 of this Agreement will constitute contractual rights to liquidate Transactions, that all payments made or to be made on its behalf pursuant to this

Agreement, including the application by a party of posted collateral to any amounts due and owing to such party, constitute “settlement payments” within the meaning of the Bankruptcy Code, that any margin or collateral provided under any margin, collateral, security, or similar agreement related hereto, if any, will constitute a “margin payment” as defined in Section 101 of the Bankruptcy Code, and that the parties are entitled to the rights under, and protections afforded by, Sections 362, 546, 556, and 560 of the Bankruptcy Code.

- (s) **Confidentiality.** “Confidential Information” means the terms of this Agreement, any Transaction under this Agreement, any financial statements delivered pursuant to this Agreement or any “material confidential information” as such term is used in CFTC Regulation 23.410(c), but excluding information (a) as may be obtained from a non-confidential source that disclosed such information in a manner that did not violate its obligations to the disclosing party or its Credit Support Provider in making such disclosure, and (b) as may become generally available to the public, other than as a result of a violation of this Agreement. Neither party shall disclose Confidential Information to any third party other than (a) to the party’s or its affiliates’ directors, officers, employees (which may include structuring and sales or trading personnel), counsel, accountants, consultants, independent contractors, subcontractors, agents, auditors or lenders (collectively, “Representatives”) who have a need to know such information, (b) as may be requested or required in connection with any litigation or any court or regulatory proceeding, or to comply with any applicable law, order, regulation, ruling, or regulatory or accounting disclosure rule or standard, or (c) Confidential Information constituting one or more of the commercial terms of a Transaction (other than the name or the other discerning characteristics of the other party unless otherwise agreed to in writing by the parties) to any industry price source for the purpose of aggregating and reporting such information in the form of a published energy price index. With respect to Confidential Information provided in connection with a Transaction, this obligation shall survive for a period of one (1) year following the expiration or termination of such Transaction. With respect to information provided in connection with this Agreement, this obligation shall survive for a period of one (1) year following the expiration or termination of this Agreement. With respect to any financial statements provided pursuant to this Agreement or any “material confidential information”, this obligation shall survive for a period of three (3) years following the date that such financial information or “material confidential information”, as applicable, was provided.
- (t) **Existing Transactions.** To the extent that Party A and Party B have entered into financial swaps, options or other financial derivative transactions (“Existing Transactions”) prior to the execution of this Agreement, they hereby agree that such Existing Transactions shall for all purposes be deemed to be Transactions hereunder and shall be subject to all of the terms of this Agreement. The provisions of this Agreement shall amend and supersede any conflicting provisions set forth in any confirmation or other agreements governing the Existing Transactions.
- (u) **Termination of the Agreement.** If no Transactions (or any present or future payment obligations, contingent or otherwise, thereunder) are outstanding under this Agreement, either party may terminate this Agreement upon written notice to the other party.
- (v) **Dodd Frank Amendments.** The terms and conditions of each of Attachment 1, Attachment 2, and Attachment 3 (collectively, the “Dodd Frank Attachments”) shall become effective between Party A and Party B upon the Effective Date (as hereafter defined). Execution of this Agreement shall constitute execution of the Dodd Frank Attachments by Party A and Party B. The Dodd Frank Attachments are attached to this Schedule and form a part of this Schedule such that the definition of “Schedule” shall include the Dodd Frank Attachments.

- (w) ***Agreement to Cooperate on Dodd-Frank Implementation.*** Each party acknowledges that this Agreement and/or any Transaction may need to be amended in order to comply with regulatory requirements, if any, that the Commodity Futures Trading Commission imposes on the Transactions or the parties under the Act. Each party agrees to cooperate and consent to any amendment to this Agreement or any Transactions reasonably necessary to comply with, or facilitate adherence to, the Act, including the execution of Act related protocols published by the International Swaps and Derivatives Association, Inc.

[Separate Signature Page(s) Attached]

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates specified below with effect from the date specified on the first page of this document (the “Effective Date”).

SHELL TRADING RISK MANAGEMENT, LLC

By:

Name:

Title:

Date:

CITY OF COLTON, CALIFORNIA

By:

Name:

Title:

Date:

The undersigned hereby is authorized to make the representations and agreements set-forth in Schedule 4 of the ISDA-August 2012 DF Supplement and executes this Agreement for the sole purpose of making those representations and agreements.

QUALIFIED INDEPENDENT REPRESENTATIVE

By:

Name: David X. Kolk

Title: Electric Utility Director

Date:

Address: 650 N. La Cadena Drive

City/State/Zip Code: Colton, California 92324

Attention: David Kolk

Facsimile No.: 909-370-5132

Telephone No.: 909-370-6196

**SPECIAL ENTITY
CREDIT SUPPORT ANNEX
TO THE SCHEDULE TO THE
ISDA MASTER AGREEMENT**

dated as of December ____, 2015
between

**SHELL TRADING RISK MANAGEMENT, LLC
("Party A"),**

and

**CITY OF COLTON, CALIFORNIA
("Party B")**

Paragraph 13. Elections and Variables

- (a) **Security Interest for "Obligations".** The term "**Obligations**" as used in this Annex includes the following additional obligations:

With respect to Party A: None
With respect to Party B: None

- (b) **Credit Support Obligations.**

- (i) **Delivery Amount, Return Amount and Credit Support Amount:**

(A) "**Delivery Amount**" has the meaning specified in Paragraph 3(a).

(B) "**Return Amount**" has the meaning specified in Paragraph 3(b).

(C) "**Credit Support Amount**" has the meaning specified in Paragraph 3.

- (ii) **Eligible Collateral.** The following items will qualify as "**Eligible Collateral**" for the party specified:

	<u>Eligible Collateral</u>	<u>Party A</u>	<u>Party B</u>	<u>Valuation Percentage</u>
(A)	Cash	[X]	[X]	100%
(B)	Other:	N/A	N/A	N/A

- (iii) **Other Eligible Support.** The following items will qualify as "**Other Eligible Support**" for the party specified:

<u>Other Eligible Support</u>	<u>Party A</u>	<u>Party B</u>	<u>Valuation Percentage</u>
Letter of Credit (as described in Paragraph 13(j)).	[X]	[X]	100% of the Value of the Other Eligible Support unless (i) a Letter of Credit Default shall apply with respect to such Letter of Credit, or (ii) fifteen or fewer Local Business Days remain prior to the expiration of such Letter of Credit, in either of which case the Valuation Percentage shall be zero.

(iv) **Thresholds.**

(A) **“Independent Amount”** means with respect to Party A: Not Applicable.
“Independent Amount” means with respect to Party B: Not Applicable.

(B) **“Threshold”** means, with respect to Party A, on any date of determination, the lowest of (x) the amount set forth in the following table opposite the lowest applicable Credit Rating for Party A, or its Credit Support Provider, if any; or (y) if Party A’s Credit Support Provider is providing a guaranty as a Credit Support Document to this Agreement, the amount of any dollar limit contained in such guaranty; or (z) zero if on that date an Event of Default or Additional Termination Event has occurred and is continuing with respect to Party A or its Credit Support Provider, if any:

Party’s or Credit Support Provider’s Credit Rating		Threshold
Moody’s	S&P	
Baa1 and above	BBB+ and above	\$40,000,000
Baa2	BBB	\$25,000,000
Baa3	BBB-	\$10,000,000
Below Baa3	Below BBB-	\$0

“Threshold” means, with respect to Party B, on any date of determination, the lower of (x) \$10 million; or (y) if Party B’s Credit Support Provider is providing a guaranty as a Credit Support Document to this Agreement, the amount of any dollar limit contained in such guaranty; or (z) zero if on that Date an Event of Default or Additional Termination Event has occurred and is continuing with respect to Party B or its Credit Support Provider.

(C) **“Minimum Transfer Amount”** means \$1.00, provided that if an Event of Default or Additional Termination Event has occurred and is continuing, then the Minimum Transfer Amount with respect to the Defaulting Party or Affected Party, as applicable, shall be zero.

(D) **Rounding.** The Delivery Amount will be rounded up, and the Return Amount will be rounded down, to the nearest integral multiple of \$250,000.

(c) **Valuation and Timing.**

- (i) “**Valuation Agent**” means, for purposes of Paragraphs 3 and 5, the party making the demand under Paragraph 3, and for the purposes of Paragraph 6(d), the Secured Party receiving or deemed to receive the Distributions or the Interest Amount, as applicable; provided, however, that in all cases, if an Event of Default, Potential Event of Default, or Incipient Illegality (in the case of a Special Entity), has occurred and is continuing with respect to the party designated as the Valuation Agent, then, in such case, and for so long as the Event of Default, Potential Event of Default, or Incipient Illegality (in the case of a Special Entity), continues, the other party will be the Valuation Agent.
- (ii) “**Valuation Date**” means any Local Business Day.
- (iii) “**Valuation Time**” means the close of business in the city of the Valuation Agent on the Valuation Date or date of calculation, as applicable; *provided*, that the calculations of Value and Exposure will be made as of approximately the same time on the same date.
- (iv) “**Notification Time**” means 1:00 p.m., New York time, on a Local Business Day.

(d) **Conditions Precedent and Secured Party’s Rights and Remedies.** The following Termination Event(s) will be a “Specified Condition” for the party specified (that party being the Affected Party if the Termination Event occurs with respect to that party):

<u>Termination Event</u>	<u>Party A</u>	<u>Party B</u>
Illegality	Applicable	Applicable
Tax Event	Not Applicable	Not Applicable
Tax Event Upon Merger	Not Applicable	Not Applicable
Credit Event Upon Merger	Applicable	Applicable
Additional Termination Event(s)	Applicable	Applicable

(e) **Substitution.**

- (i) “**Substitution Date**” has the meaning specified in Paragraph 4(d)(ii).
- (ii) **Consent.** Inapplicable, which means that no consent of the Secured Party is required for any substitution pursuant to Paragraph 4(d).

(f) **Dispute Resolution.**

- (i) “**Resolution Time**” means 1:00 p.m., New York time, on the Local Business Day following the date on which the notice is given that gives rise to a dispute under Paragraph 5.
- (ii) **Value.** For the purpose of Paragraphs 5(i)(C) and 5(ii), the Value of Posted Credit Support in the form of Cash will be the face amount thereof.
- (iii) **Alternative.** The provisions of Paragraph 5 will apply.

(g) **Holding and Using Posted Collateral.**

- (i) **Eligibility to Hold Posted Collateral; Custodians.**

Party A will be entitled to hold Posted Collateral pursuant to Paragraph 6(b); ***provided*** that the following conditions applicable to it are satisfied:

- (1) No Event of Default or Additional Termination Event has occurred and is continuing with respect to Party A.
- (2) Party A or its Credit Support Provider maintains a Credit Rating of at least Baa2 by Moody's or at least BBB by S&P.

Party B will be entitled to hold Posted Collateral pursuant to Paragraph 6(b); ***provided*** that the following conditions applicable to it are satisfied:

- (1) No Event of Default or Additional Termination Event has occurred and is continuing with respect to Party B.
- (2) Party B or its Credit Support Provider, as applicable, maintains a Credit Rating of at least Baa2 by Moody's or at least BBB by S&P.

In the event a party eligible to hold Posted Collateral no longer satisfies the conditions set forth above (a "Downgrade Event"), it shall deliver and hold with (or cause to be delivered and held with), not later than the close of business on the second Local Business Day following such Downgrade Event, all Posted Collateral in its possession or held on its behalf to a Collateral Account with a Custodian. The Secured Party may direct the Pledgor to transfer or deliver Eligible Collateral directly into the Secured Party's Collateral Account(s). The Secured Party may move the Collateral Accounts from one Custodian to another upon reasonable notice to the Pledgor.

The Custodian, if applicable, for a party must be a Qualified Institution and shall hold all Posted Collateral in a Collateral Account. In the event a Custodian holding Posted Collateral for the Secured Party ceases to meet the requirements of a Qualified Institution, the Secured Party shall transfer the Posted Collateral to a Collateral Account with another Custodian meeting such requirements within ten (10) Local Business Days after it receives notice of such event.

The Secured Party shall have no interest in the Posted Collateral except the security interest, lien and right of Set-off granted in Paragraph 2 until it has acquired some greater interest by exercise of its rights pursuant to Paragraph 8. The Secured Party shall cause statements concerning the Posted Collateral transferred or delivered by the Pledgor to be sent to the Pledgor on request, which may not be made more frequently than once in each calendar month.

(ii) ***Use of Posted Collateral.*** The provisions of Paragraph 6(c) will apply to Party A and Party B; provided, however, if a party is required to hold Posted Collateral with a Custodian, then Paragraph 6(c) will not apply to such party.

(h) ***Distributions and Interest Amount.***

(i) ***Interest Rate.*** The "***Interest Rate***" will be at a rate per annum equal to the Federal Funds Rate determined daily as provided in the Definitions for USD – Federal Funds- H.15. Such interest shall be calculated on the basis of the actual number of days elapsed and on the basis of a year of 360 days.

(ii) **Transfer of Interest Amount.** Upon request, the Transfer of the Interest Amount will be made monthly on the third Local Business Day of the following month and on any Local Business Day that Posted Collateral in the form of Cash is Transferred to the Pledgor pursuant to Paragraph 3(b).

(iii) **Alternative to Interest Amount.** The provisions of Paragraph 6(d)(ii) will apply.

(i) **Additional Representation(s).**

Party A/Party B represents to the other party (which representation(s) will be deemed to be repeated as of each date on which it, as the Pledgor, Transfers Eligible Collateral) that: Not Applicable.

(j) **Other Eligible Support and Other Posted Support.**

(i) **“Value”** with respect to Other Eligible Support and Other Posted Support means the stated amount (undrawn portion) of any Letter of Credit maintained by or on behalf of the Pledgor for the benefit of the Secured Party, multiplied by the applicable Valuation Percentage.

(ii) **“Transfer”** with respect to Other Eligible Support and Other Posted Support means:

(1) For purposes of Paragraph 3(a), delivery of the Letter of Credit by the Pledgor or issuer of the Letter of Credit to the Secured Party at the address of the Secured Party specified in the Notices Section of this Agreement, or delivery of an executed amendment to such Letter of Credit (extending the term or increasing the amount available to the Secured Party thereunder) by the Pledgor or the issuer of the Letter of Credit to the Secured Party at the address of the Secured Party specified in the Notices Section of this Agreement; and

(2) For purposes of Paragraph 3(b), by the return of an outstanding Letter of Credit by the Secured Party to the Pledgor, at the address of the Pledgor specified in the Notices Section of this Agreement, or delivery of an executed amendment to the Letter of Credit in form and substance satisfactory to the Pledgor (reducing the amount available to the Secured Party thereunder) by the Pledgor or the issuer of the Letter of Credit to the Secured Party at the Secured Party’s address specified in the Notices Section of this Agreement. If a Transfer is to be effected by a reduction in the amount of an outstanding Letter of Credit previously issued for the benefit of the Secured Party, the Secured Party shall not unreasonably withhold its consent to a commensurate reduction in the amount of such Letter of Credit and shall take such action as is reasonably necessary to effectuate such reduction.

(iii) **Letter of Credit Provisions.** Other Eligible Support and Other Posted Support provided in the form of a Letter of Credit (as defined in Paragraph 13(l) hereof) shall be subject to the following provisions:

(1) A Letter of Credit shall provide that a drawing may be made on the Letter of Credit in an amount (up to the face amount for which the Letter of Credit has been issued) that is equal to all amounts that are due and owing from the Pledgor but have not been paid to the Secured Party within the time allowed for such payments under this Agreement (including any related notice or grace period or both). A drawing may be made on the Letter of Credit in this instance upon submission to the bank issuing the Letter of Credit of one or more certificates specifying the amounts due and owing to the Secured Party in accordance with the specific requirements of the Letter of Credit. The Pledgor shall remain liable for any amounts due and

owing to the Secured Party and remaining unpaid after the application of the amounts so drawn by the Secured Party.

(2) A Letter of Credit shall also provide that a drawing may be made of the entire, undrawn portion of such Letter of Credit if the Pledgor shall fail to renew or cause the renewal of each outstanding Letter of Credit at least ten (10) Local Business Days prior to the expiration of the relevant Letter of Credit. A drawing may be made on the Letter of Credit in this instance upon submission to the bank issuing such Letter of Credit of one or more certificates that such failure has occurred in accordance with the specific requirements of the Letter of Credit. The cash proceeds from any such draw on a Letter of Credit shall be held by the Secured Party as Eligible Collateral under this Annex. Notwithstanding the foregoing, the Secured Party shall not be entitled to make such a drawing unless the Delivery Amount applicable to the Pledgor at such time equals or exceeds the Pledgor's Minimum Transfer Amount.

(3) As one method of providing Eligible Credit Support, the Pledgor may increase the amount of an outstanding Letter of Credit or establish one or more additional Letters of Credit.

(4) If a party's Credit Support Provider shall furnish a Letter of Credit hereunder, the amount otherwise required under such Letter of Credit may at the option of such Credit Support Provider be reduced by the amount of any Letter of Credit established by such party (but only for such time as such party's Letter of Credit shall be in effect). In the event a party shall be required to furnish a Letter of Credit hereunder, the amount otherwise required under such Letter of Credit may at the option of such party be reduced by the amount of any Letter of Credit established by such party's Credit Support Provider (but only for such time as such Credit Support Provider's Letter of Credit shall be in effect).

(5) Upon the occurrence of a Letter of Credit Default, the Pledgor agrees to deliver a substitute Letter of Credit or other Eligible Credit Support to the Secured Party in an amount at least equal to that of the Letter of Credit to be replaced on or before the first (1st) Local Business Day after written demand by the Secured Party (or the fifth (5th) Local Business Day if only clause (i) under the definition of Letter of Credit Default applies).

(6) Notwithstanding Paragraph 10, in all cases, the costs and expenses (including but not limited to the reasonable costs, expenses, and external attorneys' fees of the Secured Party) of establishing, renewing, substituting, canceling, increasing and reducing the amount of (as the case may be) one or more Letters of Credit shall be borne by the Pledgor.

(7) Section 7 (i) of the Credit Support Annex is hereby amended to delete the words "Eligible Collateral, Posted Collateral" and replace them with the words "Eligible Credit Support, Posted Credit Support".

(8) For purposes of Paragraph 8(a)(ii), the Secured Party may draw on any outstanding Letter of Credit (Other Posted Support) in an amount equal to any amounts payable by the Pledgor with respect to any Obligations.

(9) For purposes of Paragraph 8(b)(ii), the Secured Party will be obligated immediately to Transfer any Letter of Credit to the Pledgor. To the extent that the Letter of Credit is not so Transferred to the Pledgor, the Pledgor may do any one or more of the following: (x)(i) Set-off any amounts payable by the Pledgor with respect to any Obligations against any such

Letter of Credit held by the Secured Party, and (ii) to the extent its rights to Set-off are not exercised, withhold payment of any remaining amounts payable by the Pledgor with respect to any Obligations, up to the Value of any remaining Posted Collateral and the Value of any Letter of Credit held by the Secured Party, until any such Posted Collateral and such Letter of Credit is Transferred to the Pledgor; and (y) exercise rights and remedies available to the Pledgor under the terms of the Letter of Credit.

- (k) **“Local Business Day”** will have the meaning specified in Section 12 of this Annex; provided, however, Local Business Day shall not include a Saturday, Sunday, the Friday immediately following the Thanksgiving holiday or a Federal Reserve Bank Holiday.
- (l) **Additional Definitions.** As used in this Annex:

“Collateral Account” shall mean an account with a New York office or branch of a Qualified Institution, which is subject to an agreement between the Qualified Institution and Secured Party governed by the laws of the State of New York. The Secured Party’s deposits into the Collateral Account shall only include Posted Collateral hereunder and other collateral posted with the Secured Party by other parties, and the Collateral Account will bear a title indicating that the property in such account is collateral from third parties. The Secured Party’s rights under Paragraph 6(c) shall not apply to any Posted Collateral deposited in the Collateral Account.

“Credit Rating” shall mean on any date of determination, with respect to: (A) Party A, the lower of its long-term senior unsecured debt rating (not supported by third party credit enhancement) or its issuer rating by Moody’s or S&P; (B) Party B, the lower of its long-term senior unsecured debt (not supported by third party enhancement), its long-term senior revenue bond rating (not supported by third party enhancement) or its issuer rating by Moody’s or S&P; and (C) a financial institution, its long-term senior unsecured debt rating or its deposit rating by Moody’s, S&P or the specified rating agency.

“Letter of Credit” shall mean an irrevocable, transferable, standby letter of credit maintained for the benefit of the Secured Party that is issued by a Qualified Institution containing the terms set forth in Paragraph 13(j) hereof, and such additional terms as are required by the issuing bank and are satisfactory to the Secured Party.

“Letter of Credit Default” shall mean with respect to an outstanding Letter of Credit, the occurrence of any of the following events: (i) the issuer of such Letter of Credit shall fail to maintain Credit Ratings of at least A- by S&P and A3 by Moody’s; (ii) the issuer of the Letter of Credit shall fail to comply with or perform its obligations under such Letter of Credit, including but not limited to a failure to honor the Secured Party’s properly documented request to draw on such Letter of Credit, if such failure shall be continuing after the lapse of any applicable grace period; (iii) the issuer of such Letter of Credit shall disaffirm, disclaim, repudiate or reject, in whole or in part, or challenge the validity of, such Letter of Credit; (iv) such Letter of Credit shall expire or terminate, or shall fail or cease to be in full force and effect at any time during the term of the Agreement; or (v) any event analogous to an event specified in Section 5(a)(vii) of this Agreement shall occur with respect to the issuer of such Letter of Credit; provided, however, that no Letter of Credit Default shall occur in any event with respect to a Letter of Credit after the time such Letter of Credit is required to be canceled or returned to the Pledgor in accordance with the terms of this Annex.

“*Moody’s*” shall mean Moody’s Investors Service, Inc., or its successor.

“*Qualified Institution*” means (i) the U.S. office of a commercial bank or trust company (which is not an Affiliate of either party) organized under the laws of the U.S. (or any state or a political subdivision thereof), or (ii) the U.S. branch of a foreign bank (which is not an Affiliate of either party), in each case having assets of at least \$10 billion, and having Credit Ratings of at least A3 by Moody’s and at least A- by S&P.

“*S&P*” shall mean Standard & Poor’s Ratings Services (a division of McGraw Hill Financial, Inc.) or its successor.

- (m) ***Demands and Notices.*** All demands, specifications, and notices under this Annex will be made pursuant to the Section 12 (“Notices”) of this Agreement.
- (n) ***Accounts.*** If a Confirmation does not state that account to which, or the currency in which, payments are to be made, they shall be made in United States Dollars to the following accounts; provided, however, either party may change accounts upon written notification to the other party, including pursuant to an invoice or other payment notification:

Party A

Pay: Citibank, N.A.
For the Account of: Shell Trading Risk Management, LLC
Account No.: 30933194
Fed ABA No. (Routing Transit No.): 021000089

Party B

Pay: Bank of America, N.A.
For the Account of: City of Colton, California
Account No.: 14313-82352
Fed ABA No.: 026009593

- (o) ***Power of Attorney.*** If the Pledgor fails (a) to execute and deliver to the Secured Party such financing statements, assignments, or other documents or (b) to do such other things relating to the Posted Collateral as the Secured Party may reasonably request in order to protect and maintain its security interest in the Posted Collateral and to protect, preserve, and realize upon the Posted Collateral, then the Secured Party is hereby authorized by the Pledgor (but not required) to complete and execute such financing statements, assignments, and other documents as the Secured Party deems appropriate for such purposes. The Pledgor hereby appoints the Secured Party, during the term of this Agreement, as the Pledgor’s agent and attorney-in-fact to complete and execute such financing statements, assignments and other documents and to perform all other acts which the Secured Party may deem appropriate to protect and maintain its security interest in the Posted Collateral and to protect, preserve, and realize upon the Posted Collateral. The power-of-attorney granted herein to the Secured Party is coupled with an interest and is irrevocable during the term of this Agreement.
- (p) ***Other Provisions.*** None.

SHELL TRADING RISK MANAGEMENT, LLC

By: _____
Name:
Title:
Date:

CITY OF COLTON, CALIFORNIA

By: _____
Name:
Title:
Date:

Attachment 1to Schedule

Dodd Frank Information Schedule

PART 1

SHELL TRADING RISK MANAGEMENT, LLC (“SD”)	CITY OF COLTON, CALIFORNIA (“CP”)
SD CICI/Legal Entity Identifier: 549300F1V8LI4UW0Q245	CP CICI/Legal Entity Identifier: 549300EBOR02867R7L70
Principal Address: 1000 Main Street, Level 12 Houston, Texas 77002	Principal Address: 650 N. La Cadena Drive Colton, California 92324
Phone: 713-230-5164	Phone: 909-370-6196
Fax: 281-582-5607	Fax: 909-370-5132
Email: TR-Dodd-Frank-STRM-General@shell.com	Email: dkolk@ci.colton.ca.us
Notices:	Notices:
Address: 1000 Main Street, Level 12 Houston, Texas 77002	Address: 650 N. La Cadena Drive Colton, California 92324
Phone: 713-230-5164	Phone: 909-370-6196
Fax: 281-582-5607	Fax: 909-370-5132
Email: TR-Dodd-Frank-STRM-General@shell.com	Email: dkolk@ci.colton.ca.us
Special Instructions: N/A	Special Instructions:
SD Principal Occupation or Business: Any lawful purpose or activities under the laws of the states in which it is registered to do business	CP Principal Occupation or Business: Municipal Utility
SD’s Guarantor: Shell Energy North America (US), L.P.	CP’s Guarantor: N/A
Address: Attn: Director – Credit Risk Management 1000 Main Street, Level 12 Houston, Texas 77002	Address:
Phone: 713-767-5329	Phone:
Fax: 713-230-7925	Fax:
Email: margindesk@shell.com	Email:

SD's Address for Complaints	CP Third Party Control Person (if applicable):
Address: Attn: Scott Earnest 1000 Main Street, Level 12 Houston, Texas 77002	Address:
Phone: 713-230-7768	Phone:
Fax: 281-582-7437	Fax:
Email: Douglas.Earnest@shell.com	Email:
Description of Swap activity: For hedging, speculative or risk management purpose	Description of Swap activity: Hedging only
Oral Disclosure of Pre-Trade Mark Election – Does CP agree to receive oral disclosure (with written confirmation to follow post-trade) of (i) pre-trade marks pursuant to CFTC Regulation 23.431(a)(3)(i) and (ii) basic material economic terms, including price, notional amount and termination date, pursuant to CFTC Regulation 23.431(a)(2)?	
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Commodity Pool Disclosure – Is CP a “commodity pool,” as that term is defined in Section 1(a)(10) of the Commodity Exchange Act and the CFTC Regulations?	
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Swap Dealer Disclosure – Has CP registered (fully or provisionally) with the CFTC as a “swap dealer” as defined in Section 1a(49) of the Commodity Exchange Act and CFTC Regulation 1.3(ggg) thereunder?	
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Major Swap Participant Disclosure – Has CP registered (fully or provisionally) with the CFTC as a “major swap participant” as defined in Section 1a(33) of the Commodity Exchange Act and CFTC Regulation 1.3(hhh) thereunder?	
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Financial Entity Disclosure – Is CP a “financial entity,” as such term is defined in Section 2(h)(7)(C)(i) of the Commodity Exchange Act and the CFTC Regulations?	
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Reporting Party Selection – If CP has indicated above that it is a Swap Dealer, the parties agree that the following party will serve as the “reporting party” pursuant to CFTC Regulation 43.3(a)(3)(iii) and the “reporting counterparty” pursuant to CFTC Regulation 45.8(d)(2) and CFTC Regulation 46.5(a)(4):	
<input checked="" type="checkbox"/> SD	<input type="checkbox"/> CP

Eligible Contract Participant – CP is an “eligible contract participant,” as that term is defined in Section 1a(18) of the Commodity Exchange Act and applicable regulations thereunder, and the following applies:*

Large Entity: It is a corporation, partnership, proprietorship, organization, trust, or other entity (1) that has total assets exceeding \$10,000,000 or (2) the obligations of which under the Swap transactions are guaranteed or otherwise supported by a letter of credit, or keepwell, support or other agreement by a corporation, partnership, proprietorship, organization, trust, or other entity that has total assets exceeding \$10,000,000, a Financial Institution, an Eligible Insurance Company, an Eligible Investment Company, an Eligible Commodity Pool, or an Eligible Government Entity.

Eligible Government Entity: It is (1) a governmental entity (including the United States, a State, or a foreign government), or political subdivision of a governmental entity, (2) a multinational or supranational government entity, or (3) an instrumentality, agency, or department of an entity described in clause (1) or (2), and it is an entity described in clause (1) or (3), it owns and invests on a discretionary basis \$50,000,000 or more in investments, or otherwise satisfies the requirements of Section 1a(18)(A)(vii)(III)(aa) or (cc) of the Commodity Exchange Act.

Other (please specify): _____

*Note that per CFTC Regulation 23.430(a), the CP must indicate at least one specific prong of the definition of ECP under which the CP qualifies. The CP may, but does not have to, indicate more than one prong. For a full list of the different ECP prongs, see pages 11 through 15 of the ISDA Protocol Questionnaire.

Schedules of the ISDA August 2012 DF Supplement – The parties agree Schedules 1 and 2 of the ISDA 2012 DF Supplement shall apply and be incorporated as agreed herein. Schedules 3 and 4 will be incorporated as agreed herein, if elected:

<input type="checkbox"/> Schedule 3	<input checked="" type="checkbox"/> Schedule 4
If Schedule 3 is incorporated and the CP has Designated Evaluation Agent(s) provide CP’s Designated Evaluation Agent information: Name: Address: Phone: Fax: Email:	If Schedule 4 is incorporated, provide CP’s Designated QIR information: Name: David Kolk Address: 650 N. La Cadena Drive. Phone: 909-370-6196 Fax: 909-370-5132 Email: dkolk@ci.colton.ca.us

If CP is a “Special Entity,” select the applicable subsection:
 CP is a Federal Agency.
 CP is a State, State agency, city, county, municipality, other political subdivision of a State, or any instrumentality, department, or corporation of or established by a State or political subdivision of a State.

PART 2

SD INFORMATION:
SHELL TRADING RISK MANAGEMENT, LLC (“SD”)
SD CICI/Legal Entity Identifier: SEE PART 1, ABOVE
Financial Company – Is SD a “financial company,” as such term is defined in CFTC Regulation 23.504(b)(5)(i)-(ii)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Insured Depository Institution – Is SD an “insured depository institution,” as that term is defined in CFTC Regulation 23.504(b)(5)(i)-(ii)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
SD Email Address for Delivery of Notices Email: SEE PART 1, ABOVE

CP INFORMATION:
CITY OF COLTON, CALIFORNIA (“CP”): SEE PART 1, ABOVE
CP CICI/Legal Entity Identifier: SEE PART 1, ABOVE
Swap Dealer Disclosure – SEE PART 1, ABOVE
Major Swap Participant Disclosure – SEE PART 1, ABOVE
Financial Entity Disclosure – SEE PART 1, ABOVE
Financial Company – Is CP a “financial company,” as such term is defined in CFTC Regulation 23.504(b)(5)(i)-(ii)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Insured Depository Institution – Is CP an “insured depository institution,” as that term is defined in CFTC Regulation 23.504(b)(5)(i)-(ii)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
CP Email Address for Delivery of Notices Email: SEE PART 1, ABOVE

CITY OF COLTON, CALIFORNIA (“CP”)	
END USER ELECTION:	
Standing End-User Exception Election - Does CP elect the End-User Exception for each Swap entered into hereunder that is subject to a mandatory clearing determination under Section 2(h) of the CEA?	
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Standing Opt-Out of Annual Filing – Does CP notify SD that it will <u>not</u> make an annual filing pursuant to CFTC Regulation 50.50(b)(2) for any swap subject to mandatory clearing?	
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
TRADE FILING INFORMATION:	
If CP answered “Yes” to the “financial entity” question above, does CP elect any of the following exceptions?	
<input type="checkbox"/> Financial Affiliate Exception <input type="checkbox"/> Hedging Affiliate Exception <input type="checkbox"/> Small Bank Exception	
How does CP generally meet its financial obligations associated with entering into non-cleared swaps?	
<input type="checkbox"/> A written credit support agreement <input type="checkbox"/> Pledged or segregated assets (including posting or receiving margin pursuant to a credit support arrangement or otherwise) <input type="checkbox"/> A written third-party guarantee <input type="checkbox"/> Its available financial resources <input type="checkbox"/> Other:	
Is CP a SEC Issuer/Filer?	
<input type="checkbox"/> Yes – If yes, specify CP’s SEC Central Index Key number:	<input type="checkbox"/> No
If CP is a SEC Issuer/Filer, did CP receive Election Approval?	
<input type="checkbox"/> Yes	<input type="checkbox"/> No

SCHEDULE 3 & 4 ELECTIONS:	
<input type="checkbox"/> Check if DF Schedule 3 applies (Schedule 3 automatically applies if CP has indicated it is a Swap Dealer, Major Swap Participant or a “financial entity” in PART 1, above) If checked, provide the following:	<input checked="" type="checkbox"/> Check if DF Schedule 4 applies If checked, provide the following:
SD Email Address for Delivery of Risk Valuations: TR-Shell-Daily-MtM-for-SDs@shell.com	SD Email Address for Delivery of Portfolio Data: TR-Dodd-Frank-Portfolio-Recon@shell.com
CP Email Address for Delivery of Risk Valuations:	CP Email Address for Delivery of Portfolio Data: dkolk@ci.colton.ca.us
	Does CP agree to review or exchange Portfolio Data? (select one) <input checked="" type="checkbox"/> Review <input type="checkbox"/> Exchange
	Does CP agree to reconcile against SDR Data? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Local Business Day city or cities (if other than the City of New York):	
SD: Houston	CP:

Attachment 2
Dodd Frank Protocol 1 Amendment



**AMENDMENT ADOPTING, INCORPORATING AND AMENDING THE
ISDA AUGUST 2012 DF SUPPLEMENT**

This Amendment Adopting, Incorporating and Amending the ISDA August 2012 DF Supplement (this “Amendment”) is made as of the Effective Date by and between **Shell Trading Risk Management, LLC (“SD”)** and **City of Colton, California (“CP”)**.

WHEREAS, reference is made to the ISDA August 2012 DF Supplement published by the International Swaps and Derivatives Association, Inc. (“ISDA®”) on August 13, 2012 (the “ISDA August 2012 DF Supplement”); and

WHEREAS, the parties desire to amend the terms of the ISDA August 2012 DF Supplement and apply it to any written agreement between the parties that governs the terms and conditions of one or more transactions in Swaps that each such party has or may enter into as principal, including, without limitation, the ISDA Master Agreement, as amended by the Schedule to the ISDA Master Agreement (the “Schedule,” and collectively, the “Covered Agreement”);

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties do hereby agree as follows:

Article 1:
Adoption and Incorporation of the ISDA August 2012 DF Supplement

©2012 by the International Energy Credit Association

ALL RIGHTS RESERVED UNDER U.S. AND FOREIGN LAW, TREATIES AND CONVENTIONS. **THE ISDA AUGUST 2012 DF SUPPLEMENT IS A COPYRIGHTED DOCUMENT (COPYRIGHT © 2012 BY INTERNATIONAL SWAPS AND DERIVATIVES ASSOCIATION, INC.) AND ISDA® IS A REGISTERED MARK OF THE INTERNATIONAL SWAPS AND DERIVATIVES ASSOCIATION, INC.** AUTOMATIC LICENSE – PERMISSION OF THE COPYRIGHT OWNER IS GRANTED FOR REPRODUCTION BY DOWNLOADING FROM A COMPUTER AND PRINTING ELECTRONIC COPIES OF THE WORK. NO AUTHORIZED COPY MAY BE SOLD. WHEN USED AS A REFERENCE, ATTRIBUTION TO THE COPYRIGHT OWNER IS REQUESTED. THIS DOCUMENT IS BASED ON THE IECA ISDA DF PROTOCOL AMENDMENT (THE “IECA AMENDMENT”) (AVAILABLE AT [HTTP://WWW.IECA.NET/EDUCATION-RESOURCES/CONTRACTS-LEGAL-EDUCATION-CLEG/INDUSTRY-TOOLS-FORMS](http://www.ieca.net/education-resources/contracts-legal-education-cleg/industry-tools-forms)). NEITHER THE IECA AMENDMENT NOR SHELL TRADING’S MODIFICATIONS THERETO ARE AUTHORED OR CLAIMED BY ISDA, WHICH TAKES NO POSITION AND MAKES NO WARRANTY OR ASSURANCES AS TO ITS SUITABILITY FOR USE. THE CONVENTIONAL TEXT OF THE ISDA-COPYRIGHTED DOCUMENT IS USED WITH ISDA’S PERMISSION AND MAY NOT BE REVISED, REPRODUCED, DISPLAYED OR DISTRIBUTED EXCEPT FOR PARTICIPANTS DOCUMENTING THEIR OWN COMMERCIAL TRANSACTIONS, IN WHICH CASE ISDA’S UNDERLYING COPYRIGHT NOTICE SHOULD NOT BE REMOVED. AS OF THE DATE OF THIS DOCUMENT, IECA HAS NOT PROMULGATED, AND SHELL TRADING IS UNAWARE OF, ANY TERMS OF USE OR OTHER RESTRICTIONS ASSERTED IN CONNECTION WITH THE REVISION, REPRODUCTION OR DISTRIBUTION OF THE IECA AMENDMENT (SEE [HTTP://WWW.IECA.NET/TERMS-USE](http://www.ieca.net/terms-use)).

1.1 *Adherence to Protocol Agreement.*

SELECT ONE:

Option One: In lieu of using the procedures set forth in the Protocol Agreement, the parties desire to implement the terms of the ISDA August 2012 DF Supplement between them by incorporating it by reference and completing Part 1 of Attachment 1 to the Schedule. The ISDA August 2012 DF Supplement, as amended hereby, is incorporated by reference into the Covered Agreement as though fully set forth therein and shall govern all Swap transactions, if any, under the Covered Agreement. The parties adopt between them the ISDA August 2012 DF Supplement into the Covered Agreement, rather than pursuant to the procedure set forth in the ISDA August 2012 DF Protocol Agreement (the "Protocol Agreement") or the Adherence Letter (as defined in the Protocol Agreement), the ISDA August 2012 DF Supplement or the ISDA August 2012 DF Questionnaire and its Addendums (the "Questionnaire"). The phrase "this DF Supplement" as used in the ISDA August 2012 DF Supplement, as so adopted and incorporated hereby, means "this Amendment," and the term "Covered Agreement" means "Covered Agreement" as defined in this Amendment. Part 1 of Attachment 1 to the Schedule shall be used in lieu of the Questionnaire contemplated by the Protocol Agreement for the Covered Agreement. "DF Supplement Information" is any information set forth in Part 1 of Attachment 1 to the Schedule together with any other information that the parties agree shall be "DF Supplement Information." The information contained in Part 1 of Attachment 1 to the Schedule as well as any other information required to be delivered under the Agreement shall be automatically updated or provided and deemed delivered to SD by any other written notices provided to SD under the Covered Agreement.

Option Two: The parties agree to use the procedures set forth in the Protocol Agreement and agree to implement and amend between them the terms of the ISDA August 2012 DF Supplement by adhering to the Protocol Agreement and exchanging the Questionnaire and entering into this Amendment. The Protocol Agreement, Questionnaire, DF Terms Agreement (if applicable) and ISDA August 2012 DF Supplement shall govern all Swap transactions, if any, under the Covered Agreement, provided that the ISDA August 2012 DF Supplement and Questionnaire shall govern as amended by this Amendment. The phrase "this DF Supplement" as used in the ISDA August 2012 DF Supplement, means the ISDA August 2012 DF Supplement as amended by this Amendment, and the term "Covered Agreement" means "Covered Agreement" as defined in this Amendment. "DF Supplement Information" is any information set forth in the Questionnaire together with any other information that the parties agree shall be "DF Supplement Information." The information contained in the Questionnaire as well as any other information required to be delivered under the Agreement shall be automatically updated or provided and deemed delivered to SD by (a) any filings submitted by CP, from time to time, to the SEC as and when publicly posted on <http://www.sec.gov/edgar.shtml> (or any successor SEC webpage) and (b) any other written notices provided to SD under the Covered Agreement.

1.2 Resolving Conflict of Terms. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed thereto in the ISDA August 2012 DF Supplement. However, in the event of any inconsistency between (a) a term defined in the Covered Agreement or in a Swap transaction confirmation and (b) a term defined in the ISDA August 2012 DF Supplement, then (i) the term defined in the ISDA August 2012 DF Supplement will control for purposes of interpreting this Amendment, and (ii) the term defined in the Covered Agreement or Swap transaction confirmation (with any inconsistency between the two documents determined in accordance with the Covered Agreement) will control for purposes of interpreting the Covered Agreement or Swap transaction confirmation.

Article 2:
Amendments to the ISDA August 2012 DF Supplement

2.1 Amendments to Schedules 1 and 2 of the ISDA August 2012 DF Supplement; Agreements between a Swap Dealer and any other party.

(a) **Scope.**

(i) Schedule 1 is amended by inserting the following defined term in the appropriate alphabetical location:

“Effective Date” has the meaning set forth in the Schedule.

(ii) Section 2.2 is amended by (1) adding “grounds to vitiate, cancel or otherwise terminate a Swap,” following the words “termination event,” and (2) adding the following at the end of the Section: “Provisions in the Agreement that in any manner limit the liability of one party to the other party are not amended or affected hereby.”

(iii) Section 2.6 is amended by adding the following prior to the period at the end of the Section: “, as determined necessary by the party employing or responsible for such personnel”.

(iv) Section 2.7 is amended by deleting the text thereof and replacing it with “2.7 [**Reserved**]” and Section 2.8 is amended by deleting the text thereof and replacing it with:

“2.8 SD acknowledges that, unless specifically stated herein, CP does not waive any of its rights against SD, or excuse SD from any of its duties to CP, provided for in the DF Supplement Rules.”

(b) **Confidentiality.**

(i) Section 2.13 is amended by adding the following prior to the period at the end of the Section: “with respect to DF Supplement Rules; *provided however*, that SD will, to the extent feasible and if legally permitted to do so, notify CP of such request as soon as practicable after receipt thereof and shall not disclose such

Material Confidential Information until the earlier of (a) CP notifying SD that it will not contest such disclosure or (b) five (5) Business Days (or shorter if such shorter period is requested by the regulator and SD has notified CP of such requirement, if in SD's determination such notice is permitted by law and is consistent with the request of the regulatory authority) have passed following CP's receipt of such notice without CP notifying SD that CP shall contest the disclosure of such Material Confidential Information to the requesting regulatory or self-regulatory organization, unless such notice to CP or such restriction on disclosure is otherwise not permitted by applicable law or by the requesting regulating authority or self-regulatory organization; *provided further*, that the foregoing proviso shall not be applicable to routine filings by SD".

(ii) Section 2.14 is amended by (1) deleting “, on or prior to the date on which this DF Schedule 2 is incorporated into the Agreement,”; (2) adding the words “or enter” between “have entered” and “into a written agreement” in the second line; and (3) adding the following prior to the period at the end of the Section: “; *provided however*, CP does not waive any of its rights or excuse SD from any of its duties to CP under such written agreement relating to the non-disclosure of information”.

(iii) Section 2.15 is amended by (1) adding “on a need-to-know basis” in the fourth line after “Material Confidential Information” and prior to “to (i) any”; (2) adding the following to the end of the first sentence “; *provided however*, the persons to whom such disclosure is made will be informed of the confidential nature of such information and instructed to keep such information confidential”; (3) replacing the second sentence in Section 2.15 up to the colon with the following: “Subject to the foregoing, Material Confidential Information may be disclosed to any person acting in a structuring, sales or trading capacity for SD or any affiliate of SD as permitted by CFTC Regulation 23.410(c)(2); *provided that* nothing in the foregoing shall waive any violation of CFTC Regulation 23.410(a); and *provided further that* for purposes of the foregoing, CP and SD agree that:”.

(c) **Information Updating.**

(i) Section 2.1 is amended by (1) deleting “and (iii) all DF Supplement Information that is financial information furnished by or on behalf of it to the other party has been prepared in accordance with applicable accounting standards, consistently applied.”; (2) adding an “and” before “(ii)”; and (3) adding a period after “in any material respect”.

(ii) Section 2.3 is amended by adding the following prior to the period at the end of the Section: “and shall be deemed made when provided or given so that no misrepresentation by CP is deemed to occur due to the one day delay built into the definition of “Notice Effective Date”.”

(iii) Section 2.9 is deleted and replaced with the following: “The parties agree that if the Non-Reporting Counterparty has reported a Swap under the Agreement as an “international swap” to a non-U.S. trade repository it shall notify the Reporting Counterparty as soon as practicable and in accordance with the Notice Procedures, of the (i) identity of each non-U.S. trade repository not registered with the CFTC to which the Non-Reporting Counterparty or its agent has reported the Swap; and (ii) swap identifier used by such non-U.S. trade repository to identify the Swap.”

(iv) Section 2.10 is deleted and replaced with the following:
“2.10 Each party agrees that if it is the Non-Reporting Counterparty with respect to a Swap under the Agreement, then upon the occurrence of any corporate event (the meaning of “corporate event” as used in CFTC Regulation 45.1 to be reasonably determined by the Non-Reporting Counterparty unless and until the CFTC issues a specific definition of such term) with respect to the Non-Reporting Counterparty that is also a “life cycle event” (as that term is defined in CFTC Regulation 45.1) in respect of that Swap, it will, as soon as practicable, but in no event later than 10 a.m. on the second “business day” (as that term is defined in CFTC Regulation 45.1) following the day on which such life cycle event occurs, notify the Reporting Counterparty with respect to the Swap of the occurrence of such life cycle event, with sufficient detail regarding such life cycle event to allow the Reporting Counterparty to comply with any reporting requirements imposed by the DF Supplement Rules relevant to such other party’s compliance with the DF Supplement Rules reporting requirements (*see* CFTC Regulation 45.4(c)).”

(d) **CP Acknowledgements.**

(i) Section 2.19 is amended by adding “, which may include an electronic communication” after the words “will be confirmed in writing”.

(ii) Section 2.20 is amended by adding the following to the end of the Section: “If a party has represented to the other party that it is an “eligible contract participant” as defined in Section 1a(18) of the Commodity Exchange Act, then such party is not a Hedging Entity ECP and therefore does not make the representation in this Section 2.20.”

(iii) Section 2.22(a) is amended by replacing the words “to allow CP to assess its potential exposure in connection with such Swap” with “in accordance with the requirements of the DF Supplement Rules (CFTC Regulation 23.431(b)(1) – (4))”.

(e) **Additional Representations and Agreements.** Schedule 2 is amended by inserting a new “Part VIII” entitled “**Additional Representations and Agreements**” together with the following provisions:

- 2.26. CP agrees to notify SD in writing before the Swap is entered into of CP's election to clear any Swap (which notice shall specify the DCO on which the Swap is to be cleared); otherwise CP waives such election to clear. CP acknowledges that SD may be unable to enter into any such Swap if SD does not have clearing arrangements or capabilities with respect to the DCO specified or in the type of Swap specified. CP also agrees that unless CP has so notified SD, any price, rate or other financial terms of such Swap are for an uncleared Swap, and clearing such Swap after it is entered into is subject to mutual agreement.
- 2.27. Each party represents to the other party that prior to entering into any Swap submitted for clearing by a DCO, such party will have taken all necessary action on its part to enable such Swap to be cleared by such DCO, including engaging an appropriate FCM.

Article 3:
Representations and Warranties

3.1 *Mutual Representations.* Each party represents to the other (which representations will be deemed to be repeated by each party as of the time of each Swap Transaction Event) that:

- (a) It is duly organized or created and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, in good standing; and
- (b) It has the power to execute this Amendment.

3.2 *Representation of Swap Dealer.* SD represents to CP (which representation will be deemed to be repeated by SD as of the time of each Swap Transaction Event) that it has determined it is a "swap dealer" as defined in Section 1a(49) of the Commodity Exchange Act and CFTC Regulation 1.3(ggg) and is registered accordingly.

Article 4:
Miscellaneous

4.1 *No Other Agreement.* Except as amended hereby, the Covered Agreement remains in full force and effect.

4.2 *Headings.* The headings used in this Amendment are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Amendment.

4.3 *Governing Law.* This Amendment, as between the parties and in respect of each Swap transaction between them, will be governed by and construed in accordance with the law specified to govern that Swap transaction in the Covered Agreement and otherwise in accordance with applicable choice of law doctrine.

4.4 Counterparts. This Amendment (and each amendment, modification and waiver in respect thereof) may be executed and delivered in any number of counterparts (including by facsimile transmission or PDF files) and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment by execution of the Schedule.

Attachment 3
Dodd Frank Protocol 2 Amendment



**AMENDMENT ADOPTING, INCORPORATING AND AMENDING THE
ISDA MARCH 2013 DF SUPPLEMENT**

This Amendment Adopting, Incorporating and Amending the ISDA March 2013 DF Supplement (this “Amendment”) is made as of the Effective Date by and between **Shell Trading Risk Management, LLC (“SD”)** and **City of Colton, California (“CP”)**.

WHEREAS, reference is made to the ISDA March 2013 DF Supplement published by the International Swaps and Derivatives Association, Inc. (“ISDA®”) on March 22, 2013 (the “ISDA March 2013 DF Supplement”; capitalized terms used and not otherwise defined herein are defined in the ISDA March 2013 DF Supplement and its Questionnaire); and

WHEREAS, the parties desire to amend the terms of the ISDA March 2013 DF Supplement and apply it to any written agreement between the parties that governs the terms and conditions of one or more transactions in Swaps that each such party has or may enter into as principal, including, without limitation, the ISDA Master Agreement, as amended by the Schedule to the ISDA Master Agreement (the “Schedule,” and collectively, the “Covered Agreement”);

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties do hereby agree as follows:

**Article 1:
Adoption and Incorporation of the ISDA March 2013 DF Supplement**

©2013 by the International Energy Credit Association

ALL RIGHTS RESERVED UNDER U.S. AND FOREIGN LAW, TREATIES AND CONVENTIONS. **THE ISDA MARCH 2013 DF SUPPLEMENT IS A COPYRIGHTED DOCUMENT (COPYRIGHT © 2013 BY INTERNATIONAL SWAPS AND DERIVATIVES ASSOCIATION, INC.) AND ISDA® IS A REGISTERED MARK OF THE INTERNATIONAL SWAPS AND DERIVATIVES ASSOCIATION, INC.** AUTOMATIC LICENSE – PERMISSION OF THE COPYRIGHT OWNER IS GRANTED FOR REPRODUCTION BY DOWNLOADING FROM A COMPUTER AND PRINTING ELECTRONIC COPIES OF THE WORK. NO AUTHORIZED COPY MAY BE SOLD. WHEN USED AS A REFERENCE, ATTRIBUTION TO THE COPYRIGHT OWNER IS REQUESTED. THIS DOCUMENT IS BASED ON THE IECA ISDA DF PROTOCOL AMENDMENT (THE “IECA AMENDMENT”) (AVAILABLE AT [HTTP://WWW.IECA.NET/EDUCATION-RESOURCES/CONTRACTS-LEGAL-EDUCATION-CLEG/INDUSTRY-TOOLS-FORMS](http://www.ieca.net/education-resources/contracts-legal-education-cleg/industry-tools-forms)). NEITHER THE IECA AMENDMENT NOR SHELL TRADING’S MODIFICATIONS THERETO ARE AUTHORED OR CLAIMED BY ISDA, WHICH TAKES NO POSITION AND MAKES NO WARRANTY OR ASSURANCES AS TO ITS SUITABILITY FOR USE. THE CONVENTIONAL TEXT OF THE ISDA-COPYRIGHTED DOCUMENT IS USED WITH ISDA’S PERMISSION AND MAY NOT BE REVISED, REPRODUCED, DISPLAYED OR DISTRIBUTED EXCEPT FOR PARTICIPANTS DOCUMENTING THEIR OWN COMMERCIAL TRANSACTIONS, IN WHICH CASE ISDA’S UNDERLYING COPYRIGHT NOTICE SHOULD NOT BE REMOVED. AS OF THE DATE OF THIS DOCUMENT, IECA HAS NOT PROMULGATED, AND SHELL TRADING IS UNAWARE OF, ANY TERMS OF USE OR OTHER RESTRICTIONS ASSERTED IN CONNECTION WITH THE REVISION, REPRODUCTION OR DISTRIBUTION OF THE IECA AMENDMENT (SEE [HTTP://WWW.IECA.NET/TERMS-USE](http://www.ieca.net/terms-use)).

1.1 *Adherence to Protocol Agreement.*

SELECT ONE:

Option One: In lieu of using the procedures set forth in the Protocol Agreement, the ISDA March 2013 DF Supplement, as amended hereby, is incorporated by reference into the Covered Agreement as though fully set forth therein and governs all Swap transactions, if any, under the Covered Agreement. The parties adopt between them the ISDA March 2013 DF Supplement into the Covered Agreement, rather than pursuant to the procedure set forth in the ISDA March 2013 DF Protocol Agreement (the “Protocol Agreement”) or the Adherence Letter (as defined in the Protocol Agreement), the ISDA March 2013 DF Supplement or the ISDA March 2013 DF Questionnaire (the “Questionnaire”). The phrase “this March 2013 DF Supplement” as used in the ISDA March 2013 DF Supplement, as so adopted and incorporated hereby, means “this Amendment,” and the term “Covered Agreement” means “Covered Agreement” as defined in this Amendment. Part 2 of Attachment 1 to the Schedule shall be used in lieu of the Questionnaire contemplated by the Protocol Agreement. The information contained in Part 2 of Attachment 1 to the Schedule as well as any other information required to be delivered under the Agreement shall be automatically updated or provided and deemed delivered to SD by any other written notices provided to SD under the Covered Agreement.

Option Two: The parties agree to use the procedures set forth in the Protocol Agreement and agree to implement and amend between them the terms of the ISDA March 2013 DF Supplement by adhering to the Protocol Agreement and exchanging the Questionnaire and entering into this Amendment. The Protocol Agreement, Questionnaire and ISDA March 2013 DF Supplement govern all Swap transactions, if any, under the Covered Agreement, provided that the ISDA March 2013 DF Supplement and Questionnaire govern as amended by this Amendment. The phrase “this March 2013 DF Supplement” as used in the ISDA March 2013 DF Supplement, means the ISDA March 2013 DF Supplement as amended by this Amendment, and the term “Covered Agreement” means “Covered Agreement” as defined in this Amendment. The information contained in the Questionnaire as well as any other information required to be delivered under the Agreement shall be automatically updated or provided and deemed delivered to SD by any other written notices provided to SD under the Covered Agreement.

1.2 *CFTC Swap Entity.* SD shall be a “CFTC Swap Entity” for purposes of the ISDA March 2013 DF Supplement.

1.3 *Notice Procedures.* If Option One is selected and both CP and SD provide the applicable email addresses for delivery of notices in Part 2 of Attachment 1 to the Schedule, then Notice Procedures for purposes of the ISDA March 2013 DF Supplement will include the additional procedures set forth in Sections 7(c)(v), (vi) and (vii) of the Protocol Agreement for the purposes specified in each respective Section provided that each reference to “such Matched PCA Party’s

Questionnaire” shall be deemed to be a reference to the information specified by the SD or CP, as applicable, in Part 2 of Attachment 1 to the Schedule.

Article 2:
Amendments to the ISDA March 2013 DF Supplement

2.1 *Amendment to March 2013 DF Schedule 1 of the ISDA March 2013 DF Supplement; Defined Terms.*

(i) “**March 2013 DF Supplement Information**” is amended by adding to the end of the Section: “The only March 2013 DF Supplement Information exchanged by the parties as of the date hereof is Part 2 of Attachment 1 to the Schedule or the Questionnaire, as applicable, along with any other information that the parties have agreed in writing is March 2013 DF Supplement Information.”

(ii) Schedule 1 is amended by inserting the following defined term in the appropriate alphabetical location:

“**Effective Date**” has the meaning set forth in the Schedule.

2.2 *Amendments to March 2013 DF Schedule 2 of the ISDA March 2013 DF Supplement; General Terms.*

(i) Section 2.2 is amended by adding the following at the end of the Section: “Provisions in the Agreement that in any manner limit the liability of one party to the other party are not amended or affected hereby.”

(ii) Section 2.5 is amended by replacing the word “Swaps” in 2.5(b) with the word “swaps” and each use of the word “Swap” in 2.5(c) with the word “swap.”

(iii) Section 2.9 is amended by replacing “in writing prior to the execution of such Swap” with “in writing delivered in any form, including electronically, prior to or at the time of execution of such Swap.”

2.3 *Amendments to March 2013 DF Schedule 3 of the ISDA March 2013 DF Supplement; Calculation of Risk Valuations and Dispute Resolution.*

(i) Section 3.3(iii) is amended by inserting the words “viewable at no cost to CP” after the words “posting on a secure web page.”

(ii) Section 3.5 is amended by (a) inserting the words “, subject to Section 3.6 below if applicable,” between the words “Notice Procedures” and “on or prior” and (b) replacing the words “shall include CP’s” with “shall include or be followed as soon as reasonably practicable with CP’s.”

(iii) Section 3.11 is amended by adding the following at the end of the Section: “In the event of any inconsistency between this Amendment and the Covered Agreement respecting calculation of termination payments, CSA Valuation, exposure or payment calculations, dispute resolution mechanisms, or other agreements of the parties set forth in the Covered Agreement, the Covered Agreement as unamended by this Amendment shall control.”

2.4 Amendments to March 2013 DF Schedule 4 of the ISDA March 2013 DF Supplement; Portfolio Reconciliation.

(i) Section 4.2(c) is amended by replacing “second Local Business Day” with “twentieth Local Business Day”.

(ii) Section 4.7 is amended by adding the following at the end of the Section: “In the event of any inconsistency between this Amendment and the Covered Agreement respecting any agreement or other procedure for the exchange, delivery and/or reconciliation of Portfolio Data and/or the resolution of any discrepancy between them or other agreements of the parties set forth in the Covered Agreement, the Covered Agreement as unamended by this Amendment shall control.”

**Article 3:
Representations and Warranties**

3.1 Mutual Representations. Each party represents to the other (which representations will be deemed to be repeated by each party as of the time of each Transaction Event) that:

(i) It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, in good standing; and

(ii) It has the power to execute this Amendment.

3.2 Representation of CP. All information and representations provided in Part 2 of Attachment 1 to the Schedule are based on CP’s understanding and interpretation of the CEA and CFTC Regulations as of the date hereof, after reasonable diligence and inquiry. In the event that factual information with respect to CP set forth in Part 2 of Attachment 1 to the Schedule changes, CP agrees to correct such information no later than the next following Transaction Event.

**Article 4:
Miscellaneous**

4.1 No Other Agreement. Except as amended hereby, the Covered Agreement remains in full force and effect.

4.2 Headings. The headings used in this Amendment are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Amendment.

4.3 Governing Law. This Amendment, as between the parties and in respect of each Swap transaction between them, will be governed by and construed in accordance with the law specified to govern that Swap transaction in the Covered Agreement and otherwise in accordance with applicable choice of law doctrine.

4.4 Counterparts. This Amendment (and each amendment, modification and waiver in respect thereof) may be executed and delivered in any number of counterparts (including by facsimile transmission or PDF files) and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment by execution of the Schedule.

Attachment 4

GUARANTY

This Guaranty Agreement (this "Guaranty") dated effective as of _____, 20____, is entered into by **Shell Energy North America (US), L.P.** ("Guarantor"), a limited partnership organized under the laws of Delaware, in favor of **City of Colton, California**, a municipality created under the laws of California ("Counterparty").

Recitals:

A. Guarantor desires that Counterparty enter into transactions with **Shell Trading Risk Management, LLC** ("Guaranteed Party"), under an ISDA Master Agreement and related swaps, options or other financially settled transactions (as amended, supplemented, renewed, or extended, collectively, the "Contract"); and

B. Guaranteed Party is a wholly-owned subsidiary of Guarantor and Guarantor will directly or indirectly benefit from the Contract to be entered into between Counterparty and Guaranteed Party;

NOW, THEREFORE, in consideration of Counterparty entering into the Contract with Guaranteed Party, Guarantor hereby covenants and agrees as follows:

1. **Guaranty.** Subject to the terms and conditions hereof, Guarantor hereby irrevocably and unconditionally guarantees the timely payment when due of the obligations of Guaranteed Party (the "Obligations") to Counterparty under the Contract. To the extent that Guaranteed Party shall fail to pay any Obligation, Guarantor shall promptly pay to Counterparty the amount due. This Guaranty shall constitute a guarantee of payment and not of collection. Guarantor shall also be liable for the reasonable attorneys' fees and expenses of Counterparty's external counsel incurred in any effort to collect or enforce any of the Obligations under this Guaranty; provided, however, such fees and expenses shall be payable by Guarantor only to the extent that Counterparty is successful in enforcing payment of the Obligations under this Guaranty.

2. **Limitations.** Guarantor's liability hereunder shall be limited to payments expressly required to be made under the Contract (even if such payments are deemed to be damages) and in no event shall Guarantor be subject hereunder to consequential, exemplary, equitable, loss of profits, punitive, or any other damages, except to the extent specifically provided in the Contract to be due from Guaranteed Party. Guarantor reserves the right to assert rights, setoffs, counterclaims and other defenses which Guaranteed Party may have to payment of any Obligation under the Contract, other than defenses arising from the bankruptcy, insolvency, dissolution, or liquidation of Guaranteed Party and other defenses expressly waived herein. The aggregate amount covered by this Guaranty shall not exceed U.S. \$ 40,000,000, plus reasonable attorneys' fees and expenses payable by Guarantor as provided herein.

3. **Termination.** This Guaranty shall remain in full force and effect until the earlier of five (5) years from the effective date of this Guaranty, or the tenth (10th) business day after this Guaranty is terminated by written notice from Guarantor to Counterparty; provided that this Guaranty shall automatically terminate in the event that Guaranteed Party merges into Guarantor and Guarantor assumes by operation of law all of the Guaranteed Party's obligations under the Contract. No termination, other than a termination relating to a merger of Guaranteed Party into Guarantor, shall affect, release or discharge Guarantor's liability with respect to any Obligations existing or arising under the Contract prior to the effective date of termination.

4. **Nature of Guaranty.** The Guarantor's obligations hereunder with respect to any Obligation shall not be affected by the existence, validity, enforceability, perfection, release, or impairment of value of any collateral for such Obligations. Counterparty shall not be obligated to file any claim relating to the Obligations owing to it in the event that Guaranteed Party becomes subject to a bankruptcy, reorganization, or similar proceeding, and the failure of Counterparty to so file shall not affect the Guarantor's obligations hereunder. In the event that any payment to Counterparty in respect to any Obligations is rescinded or must otherwise be returned for any reason whatsoever, Guarantor shall remain liable hereunder in respect to such Obligations as if such payment had not been made.

5. **Subrogation.** Guarantor waives its right to be subrogated to the rights of Counterparty with respect to any

Obligations paid or performed by Guarantor until all Obligations have been fully and indefeasibly paid to Counterparty, subject to no rescission or right of return, and Guarantor has fully and indefeasibly satisfied all of Guarantor's obligations under this Guaranty.

6. **Waivers.** Guarantor hereby waives any circumstance which might constitute a legal or equitable discharge of a surety or guarantor, including but not limited to (a) notice of acceptance of this Guaranty; (b) presentment and demand concerning the liabilities of Guarantor; (c) notice of any dishonor or default by, or disputes with, Guaranteed Party; and (d) any right to require that any action or proceeding be brought against Guaranteed Party or any other person, or to require that Counterparty seek enforcement of any performance against Guaranteed Party or any other person, prior to any action against Guarantor under the terms hereof. Guarantor consents to the renewal, compromise, extension, acceleration, or other modification of the terms of the Obligations, and to any change, modification or waiver of the terms of the Contract, without in any way releasing or discharging Guarantor from its obligations hereunder. Except as to applicable statutes of limitation, no delay of Counterparty in the exercise of, or failure to exercise, any rights hereunder shall operate as a waiver of such rights, a waiver of any other rights, or a release of Guarantor from any obligations hereunder.

7. **Eligible Contract Participant.** Guarantor is an "eligible contract participant" as such term is defined in Section 1a(18) of the Commodity Exchange Act, as amended (including by the Dodd-Frank Wall Street Reform and Consumer Protection Act, Public Law 111-203, 124 Stat. 1376 (2010)).

8. **Notice.** Any payment demand, notice, correspondence or other document to be given hereunder by any party to another (herein collectively called "Notice") shall be in writing and delivered personally or mailed by certified mail, postage prepaid and return receipt requested, or by facsimile, to the addresses set forth below. Notice given by personal delivery or mail shall be effective upon actual receipt, or, if receipt is refused or rejected, upon attempted delivery. Notice given by facsimile shall be effective upon actual receipt if received during the recipient's normal business hours, or at the beginning of the recipient's next business day after receipt if not received during the recipient's normal business hours. All Notices by facsimile shall be confirmed promptly after transmission in writing by certified mail or personal delivery. Any party may change any address to which Notice is to be given to it by giving Notice as provided above of such change of address.

9. **Miscellaneous.** **THIS GUARANTY SHALL BE IN ALL RESPECTS GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS.** No term or provision of this Guaranty shall be amended or modified except in a writing signed by Guarantor and Counterparty. Counterparty may, upon notice to Guarantor, assign its rights hereunder without the consent of Guarantor. Guarantor may assign its rights and obligations hereunder only with the prior written consent of Counterparty. Subject to the foregoing, this Guaranty shall be binding upon Guarantor, its successors and assigns, and shall inure to the benefit of and be enforceable by Counterparty, its successors and assigns. All references herein to Guaranteed Party shall be deemed to include all successors and assigns, whether immediate or remote, of Guaranteed Party under the Contract. This Guaranty embodies the entire agreement and understanding between Guarantor and Counterparty, and supersedes all prior guaranties issued by Guarantor in connection with Obligations under the Contract.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty effective as of the date first herein written.

Shell Energy North America (US), L.P.

By: _____

Name: _____

Title: _____

Address of Counterparty:

Attn: _____

Fax No.: _____

Address of Guarantor:

1000 Main Street, Level 12

Houston, Texas 77002

Attn: Credit Manager

Fax No.: 713-230-7925



STAFF REPORT

DATE: JANUARY 19, 2016
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
 FROM: BILL SMITH, CITY MANAGER
 PREPARED BY: DAVID X. KOLK, PH.D., ELECTRIC UTILITY DIRECTOR
 SUBJECT: RIALTO UNIFIED SCHOOL DISTRICT'S PARTICIPATION IN CITY OF COLTON REBATE PROGRAMS

RECOMMENDED ACTION

It is recommended that the City Council support a rebate for the Rialto Unified School District (RUSD) for the amount of \$21,624 for Turf Removal at Garcia Elementary School. The upfront cost to the City for this project would be \$21,624, with two-thirds of the cost being reimbursed to the City by San Bernardino Valley Municipal Water District.

BACKGROUND

Throughout the history of California droughts have been reoccurring, with the current drought being the worst to date. In response to the ever worsening drought, Governor Jerry Brown issued an executive order on April 1, 2015, that, in part, calls for the removal of 50 million square feet of turf statewide. Proposition 84 set aside grant funds for various conservation efforts, turf removal being one of the main goals. Early this year the Santa Ana Watershed Project Authority (SAWPA), who administers the grant funds for the Santa Ana Watershed agencies, established a turf removal program that targets high profile turf areas, public properties, and schools, among others. It is at this convergence of needs and means, that this garden can be made possible.

ISSUES/ANALYSIS

City staff began meeting with RUSD staff in November to discuss a turf removal project that the district wished to undertake at Garcia Elementary School, located at 1390 W Randall Ave. With this project, RUSD plans to partner with the California Conservation Corps to remove 7,208 sq. ft. of turf, and install an orchard of citrus trees that will be used to educate students in agriculture. The fruit yielded from these trees will be given to the students, and any surplus will be made available to the community. RUSD is also looking into possibly planting a vegetable garden in this area that would provide the same benefits as the citrus trees.

Under the Proposition 84 grant program, the water agency is required to provide a \$3 per square foot rebate upfront. The agency may then submit a request for a \$2 per square foot reimbursement to San Bernardino Valley Municipal Water District, who is authorized to reimburse grant program monies.

FISCAL IMPACTS

Initial cost to the City would be \$21,624. Proposition 84 grant money would reimburse \$14,416 of that. The final cost to the City would be \$7,208. Funding is budgeted in account number 521-8100-8110-2041.

ALTERNATIVES

1. City Council may provide alternate direction to staff

ATTACHMENTS

1. Rialto Unified School District Letter of Intent

RIALTO UNIFIED SCHOOL DISTRICT

BOARD OF EDUCATION

Joanne T. Gilbert
President

Joseph Ayala
Vice President

Joseph W. Martinez
Clerk

Edgar Montes
Member

Nancy G. O'Kelley
Member

**Interim
Superintendent**
Mohammad Z. Islam

November 25, 2015
San Bernardino Valley Municipal Water District
380 E. Vanderbilt Way
San Bernardino, CA 92408
Attn: Heather Dyer

RE: Institutional and HOA Turf Removal Project

Dear Mrs. Dyer,

The Rialto Unified School District is pleased to continue its relationship with City of Colton and with the San Bernardino Valley Municipal Water District for the Proposition 84 Institutional and HOA Turf Removal Project. This grant is very valuable to continue the efforts that we are making to conserve water.

Rialto Unified School District will commit to the Prop 84 grant by the following and implementing all grant requirements. Involvement of our personnel, financial resources and in-kind contributions. It is clearly a priority for us and our students and community will be well served.

The City of Colton serves Ernest Garcia Elementary located at 1390 W Randall Ave, San Bernardino, CA 92410.

BUSINESS SERVICES

Maintenance & Operations
Bill Ralph, Director

Dr. John R. Kazalunas
Education Center
182 East Walnut Ave.
Rialto, CA 92376-3598

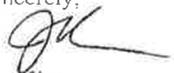
Tel: (909) 820-7700
Extension 2212 or 2213
Fax: (909) 873-2489

We would like to remove 7,200 sq. ft of turf on the southwest part of field. As a part of the 125th anniversary of Rialto Unified School District, we are planning to plant orchard trees with drip irrigation. We have partnered with the CCC (California Conservation Corps) to provide labor for this project. Our citrus trees will also be used to educate our students in agriculture and the history of our city. We will work with nutrition services to provide fruit to our students as well as surplus to the community.

We would like to use Brian Montez, our Grounds Supervisor, as our landscape architect. Brian oversees all outdoor areas of over 30 sites that covers over 2.6 million sq. feet of property. Brian has over 25 years of experience in field irrigation and currently oversees the grounds crew that maintains the landscaping at our schools. Brian is well versed in retrofit projects and agriculture.

We look forward to working together.

Sincerely,


Jay Kim
Energy Manager



THIS PAGE WAS INTENTIONALLY LEFT BLANK



STAFF REPORT

DATE: JANUARY 19, 2016
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
 FROM: BILL SMITH, CITY MANAGER *BS*
 PREPARED BY: DAVID X. KOLK, Ph.D., UTILITY DIRECTOR *DK*
 SUBJECT: THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH KRIEGER AND STEWART ENGINEERING CONSULTANTS

RECOMMENDED ACTION

It is recommended that the City Council authorize the City Manager to execute the Third Amendment to the Professional Services Agreement with Krieger and Stewart Engineering Consultants (Krieger and Stewart) for additional work for the design of the Pressure Relief Valve Project in the amount of \$39,900; and

BACKGROUND

Having an adequate supply of water and pressure is an essential part for the Health & Safety of our community. Booster stations and pumping plants are placed within the distribution system to ensure that all areas of the distribution system have adequate sustained levels of disinfection and pressure. Currently, the City has (3) three Booster Stations in service including the new Crystal Ridge Booster Pumping Plant (pumping plant) located at Reche Canyon II Pressure Zone area that was completed last year.

This pumping plant was built to provide adequate fire flow pressure for the new houses located at the top end of the Crystal Ridge Housing Tract. The pumping plant pumps to a portion of the tract without the benefit of a water storage reservoir or a hydro-pneumatic tank. In addition, the pumping plant does not include a pressure relief valve which could subject the pumping plant and related water facilities to high pressures. These high pressures could damage the various components of the pumping plant including the pumping units. If pressures exceed the rated capacity of the pipelines, the pipelines could fail.

ISSUES/ANALYSIS

Because the current system is lacking of a water storage reservoir in the area serving Crystal Ridge Development and in order for the system to operate safely, the water distribution system will require the design and construction of a pressure relief valve (PRV) adjacent to the pumping station that will regulate the system pressure in any event the pumps run and exceed the design pressure due to fire emergency or mainline breaks.

In May, 2014, the City received Requests for Proposals for the preparation of an engineering study, environmental work, and engineering and design services for a 4MG reservoir and booster station. On August 5, 2014, Council subsequently awarded a professional services agreement (PSA) to Krieger and Stewart in the amount of \$256,374 for these services. The Agreement includes provisions for additional work if approved by the City. Because of the urgent nature to correct the water pressure issues impacting water service in the Crystal Ridge Development, staff requested a proposal from Krieger and Stewart for the design of the pressure relief valve. Krieger and Stewart submitted a proposal for the additional work in the amount of \$39,990.

Colton Municipal Code Section 3.08.140(e) allows the formal bidding procedure to be waived if the City Manager determines it is in the best interest of the City to dispense with the public bidding requirement for non-public projects.

Since Krieger and Stewart was previously awarded an Agreement as the result of the City's formal competitive bidding process for similar services, and due to the urgent nature of the issue, staff and the City Manager feel it is in the best interest of the City to waive the formal bidding requirement and approve the Third Amendment to the PSA with Krieger and Stewart to design the pressure relief valve in the amount of \$39,990.

Once the design of is complete, Water Department staff will construct the pressure relief valve. The estimated cost for materials for construction is not-to-exceed \$40,000.

FISCAL IMPACTS

Sufficient funds for the design and construction of the PRV are available in the approved Fiscal Year 15/16 budget in the Water Department's general Capital Improvement Project (CIP) expense, Account Number 521-8100-8101-3890. To allow staff to better track and account for the expenses specific to this project, funds in the amount of \$80,000 will be transferred into the Water Department's CIP expense Account Number 521-8100-8104-3890. No additional appropriations are required.

ALTERNATIVES

1. Provide alternative direction to staff.

ATTACHMENT

1. Third Amendment to the Professional Services Agreement with Krieger and Stewart Engineering Consultants.

**THIRD AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN THE CITY OF COLTON
AND
KRIEGER AND STEWART ENGINEERING CONSULTANTS**

1. PARTIES AND DATE.

This Third Amendment to the Professional Services Agreement (“Third Amendment”) is made and entered into this 19th day of January, 2016 by and between the City of Colton (“City”) and Krieger and Stewart Engineering Consultants (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Third Amendment.

2. RECITALS.

2.1 Agreement. City and Consultant entered into that certain Professional Services Agreement dated August 20, 2014 (“Agreement”), whereby Consultant agreed to provide consulting services for engineering, environmental and design services for the 4MG Reservoir and Booster Station Project.

2.2 Amendment City and Consultant amended the Agreement for the first time (“First Amendment”) on March 16, 2013, to extend the term of the through October 31, 2015.

2.3 City and Consultant amended the Agreement for the second time (“Second Amendment”) on September 16, 2015, to extend the term of the Agreement through June 30, 2016.

2.4 Amendment. City and Consultant desire to amend the Agreement for the third time to revise the scope of service to include engineering and design service for the Pressure Valve Relief Project and to increase the total compensation for the additional Work.

3. TERMS.

3.1 Section 3.3.1 Compensation is hereby deleted in its entirety and replaced with the following:

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit “C” attached hereto and incorporated herein by reference. The total compensation shall not exceed two hundred ninety-six thousand three hundred sixty-four dollars (\$296,394) without written approval of City Manager. Extra Work may be authorized,

as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2 Exhibit "A-2", Scope of Services for the Pressure Relief Valve Project is attached and hereby added.

3.3 Exhibit "C-2" Compensation is attached hereby included:

Exhibit C, Compensation, is hereby deleted in its entirety and replaced with Exhibit C, to revise the period of time for services included in the Total Compensation, attached hereto and incorporated herein by reference. There is no change to the total compensation, or to the billing rates, for services rendered"

3.4 Continuing Effect of Agreement. Except as amended by this Third Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Third Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Third Amendment.

3.5 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Third Amendment.

3.6 Counterparts. This Third Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR THIRD AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF COLTON
AND KRIEGER AND STEWART ENGINEERING CONSULTANTS**

IN WITNESS WHEREOF, the Parties have entered into this Third Amendment to Professional Services Agreement as of the 19th day of January, 2016.

CITY OF COLTON

By: _____
William R Smith
City Manager

Attest: _____
Carolina Padilla
City Clerk

Recommended for Approval:

Executive Director
Colton Utility Authority

**KRIEGER AND STEWART ENGINEERING CONSULTANTS
a Limited Liability Company**

By: _____
Charles A. Krieger
President

EXHIBIT "A-2" THIRD AMENDMENT
SCOPE OF SERVICES FOR THE PRESSURE RELIEF VALVE PROJECT

**DESIGN ENGINEERING SERVICES PROPOSAL
PRESSURE RELIEF STATION FOR THE
CRYSTAL RIDGE BOOSTER PUMPING PLANT**

A. PROJECT UNDERSTANDING

The City's existing Crystal Ridge Booster Pumping Plant (pumping plant) is located at the southeasterly corner of Reche Canyon Road and Crystal Ridge Lane. Said pumping plant is a packaged-type booster pumping plant and pumps water from the Reche Canyon II Pressure Zone (1509 HLW) to the upper portions of Tract 16289 easterly of Reche Canyon Road.

This pumping plant is an interim plant and will be abandoned once development continues southerly and the Scotch Knoll Booster Pumping Plant (three 1,200 gpm pumping units) and the Reche Canyon III Pressure Zone Reservoirs (two 1.5 MG reservoirs with an HWL of 1700) are constructed.

The pumping plant consists of the following pumping units:

- Three 15 hp in-line pumps (175 gpm @ 180 TDH)
- Two 60 hp fire pumps (750 gpm @ 208 TDH)

The pumping plant can operate between 175 gpm and 1,850 gpm.

The pumping plant pumps to a portion of the tract without the benefit of a water storage reservoir or a hydropneumatic tank. In addition, the pumping plant does not include a pressure relief valve which could subject the pumping plant and related water facilities to high pressures. Said pressures could damage the various components of the pumping plant including the pumping units. If pressures exceed the rated capacity of the pipelines, the pipelines could fail.

The project consists of the preparation of Contract Documents (construction drawings and specifications) for a pressure relief station (PRS) to be constructed between the discharge piping and the suction piping within a belowground vault.

B. SCOPE OF SERVICES

We have organized our Scope of Services as follows:

1. Initial (Pre-Design) Meeting
2. Records Search
3. Design Survey
4. Base Construction Drawing
5. Preliminary Design/Technical Memorandum
6. Utility Verification
7. Contract Documents (95%)
8. Review Meeting (95%) with City Staff
9. Final Contract Documents
10. Bid Phase Services



Engineering services proposed for the above tasks are discussed in the following paragraphs.

1. Initial (Pre-Design) Meeting

We will attend an initial meeting with City staff to discuss the design parameters for the project. We will request that the City furnish us with applicable materials (in addition to the materials already furnished) at this meeting.

2. Records Search

Our records search will consist of obtaining copies of all Assessor's maps, records of survey, tract maps, parcel maps, and utility information which pertain to the project. The utility information we will acquire will include atlas sheets from the City (in addition to the materials already furnished), Southern California Gas Company, electrical utilities, telephone companies, cable television companies, and other potentially affected utilities.

3. Design Survey

A design survey will be performed to supplement information already provided to us by the City. The design survey will consist of locating existing survey monuments to accurately locate existing street centerline and public right-of-way adjacent to the existing pumping plant. In addition, we will perform a topographic survey of the project site to locate existing street improvements, existing pumping plant improvements, existing ground surface for preparation of a topographic map of the site (one-foot contours), and utilities which are identifiable at ground surface. We will reference our survey control to the California Coordinate System, North America Datum of 1983 (NAD83, latest adjustment).

Prior to the design survey, we will request that the City locate and mark all existing utilities in the vicinity of the existing pumping plant.

4. Base Construction Drawing

We will prepare the base construction drawing for the PRS on a 24" x 36" mylar sheet with standard City title block. The plan view detail will be prepared in digital AutoCAD Civil 3D 2013 format at a horizontal scale of 1" = 10'.

We will add the required signature block, existing improvements, public right-of-way, street centerline, utilities, and survey data in order to complete the base construction drawing. After we complete the base construction drawing, we will field review the project site to ensure that all existing conditions are correctly represented.

5. Preliminary Design/Technical Memorandum

After we have completed the base construction drawings, we will select the location of the PRS. The ideal location of the PRS would be between the existing suction and discharge piping within the public right-of-way westerly of the existing pumping plant.



The exact location will depend on the space available, the dimensions of the various components of the PRS, and the location and size of the existing utilities.

In addition, we will select location alternatives for the PRS (if available), preliminary sizes of the pressure relief valve, piping, and components; and required pressure ratings of the various components.

Thereafter, we will prepare a Technical Memorandum summarizing our findings including preliminary cost estimates for each alternative and the recommended project as well as recommendations for utilities to be potholed.

We will submit copies of the draft Technical Memorandum for City staff review.

For our proposal, we have assumed we will review the draft Technical Memorandum with City staff via a telephone conference and a formal meeting will not be required. Further, at the conclusion of our telephone conference, we assume there will be an agreement between the City and Krieger & Stewart regarding each of the issues in the draft Technical Memorandum and that clear direction will be provided by the City regarding finalizing the Technical Memorandum and starting the preliminary Contract Documents.

6. Utility Verification

Once the utilities to be potholed have been reviewed and approved by City staff, Krieger & Stewart will request that Underground Service Alert (USA), as well as any utilities that are not members of USA, locate and mark facilities in the vicinity of the proposed PRS. We will arrange and conduct a field meeting with all of the affected utilities, and will field review the utilities to be located and marked. One of our surveyors will mark the location of the excavations and determine the dimensions and horizontal and vertical locations of each facility as it is excavated and exposed. We will arrange with SAF-r-DIG Utility Services, Inc. or Weka, Inc. to excavate and expose said utilities. We have assumed in our fee estimate that four (4) potholes will be required and that Krieger & Stewart will prepare all traffic control drawings and obtain all required permits for potholing.

7. Contract Documents (95%)

While completing the final Technical Memorandum, we will start preparation of the Contract Documents.

We anticipate that the construction drawings will consist of three sheets as follows:

a. Cover Sheet

The cover sheet will include project title, vicinity map, location map, signature lines, general notes, and an index to sheets.



b. Site Plan

The site plan will show the existing pumping plant, the proposed PRS, all existing improvements and utilities in the vicinity of the proposed PRS (all based on survey data, record maps, and field reviews), existing rights-of-way and property lines, connections to existing pipelines, and site grading (if required).

c. Detail Sheet

The detail sheet will show the plan and profile for the PRS piping between the existing suction and discharge piping; material descriptions for all components including pressure relief valve and isolation valves; vault details including foundation and cover; and connection details to the existing suction and discharge piping.

The specifications will be prepared by Krieger & Stewart in the City's standard format and will include the City's "front end" documents, General Conditions, and Special Provisions and Krieger & Stewart's Technical Specifications (if required).

The bidding sheets will include bid items for mobilization, bonds, insurance, project management, and demobilization; trench protection; belowgrade piping, pressure relief valve, isolation valves, connections to existing piping; vault; and site work.

We anticipate the Special Provisions will address permits, notifications, construction staking, working hours, site work, street restoration (if required), traffic control, utilities, pipe materials and appurtenances, backfill, compaction, construction phasing and sequence, and testing procedures.

8. Review Meeting (95%) with City Staff

Upon completion of the construction drawings and specifications, we will arrange a meeting with City staff to review and obtain approval and/or comments regarding same. One week prior to said meeting, we will submit three sets of final construction drawings and specifications for City review. At this meeting, we envision reviewing in detail with City staff the connection details, appurtenance details, construction sequence, and specifications.

9. Final Contract Documents

Based on City staff comments from the 95% review meeting, we will complete the final construction drawings and specifications and prepare a detailed construction cost estimate. Within one week after the 95% review meeting, we will provide the City with a complete original set of contract documents ready for signatures and distribution. We will also provide the City with compact discs containing the AutoCAD drawing files and the specifications and three sets of all calculations and reports for City files.



Exhibit A-2

10. Bid Phase Services

Krieger & Stewart will make copies of the contract documents available to Contractors, send the Notice Inviting Bids to local publications for legal advertising, conduct the bid opening, review bids, and prepare a recommendation of award. During the bidding period, we will answer questions about or provide clarifications and prepare addenda as required.

C. FEE SCHEDULE

As shown on Table 1 attached, our estimated fee for providing the engineering services outlined in our Scope of Services is \$39,900. Our fee is based on locating the pressure relief station within the public right-of-way. If sufficient public right-of-way is not available, then our fee would increase to \$42,900 to account for preparation of one legal description and plat for property acquisition for said station. We have also included a copy of our current fee schedule. Our Scope of Services is subject to negotiation at the City's discretion.

Our proposal is based on the following:

- Utility excavation and verification of existing utilities will require a maximum of four (4) potholes.
- Preparation of CEQA documents and a Storm Water Pollution Prevention Plan will not be required.
- The City will pay for all permits; however, we will provide all data including construction drawings for said permits.
- The City will pay all fees for the legal advertising during the bidding process.
- Traffic Control Plans will not be required except for the potholing permit.
- If an easement or fee property is required for the PRS, we will prepare one legal description and plat. We have assumed Krieger & Stewart will provide the litigation guarantee and the City will provide the property appraisal and all negotiations with property owners.

D. PROJECT SCHEDULE

We propose to complete our engineering services and submit the final Contract Documents to the City within 45 days following the City's authorization to proceed. Our proposed project schedule includes the initial (pre-design) meeting, a telephone conference to review the draft Technical Memorandum, and the 95% review meeting with City staff.

EXHIBIT “C-2” – THIRD AMENDMENT

COMPENSATION

The total compensation shall not exceed two hundred ninety-six thousand three hundred sixty-four dollars (\$296,394) without written approval of City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

Consultant shall submit an separate itemized monthly invoices for services each project in the Agreement at the rates set agreed upon for each Project. Rates for the Pressure Relief Valve Project are attached to this Exhibit “C-2”.

**TABLE 1
CITY OF COLTON
PRESSURE RELIEF STATION FOR THE CRYSTAL RIDGE BOOSTER PUMPING PLANT
ESTIMATED FEES FOR ENGINEERING SERVICES**

COMPONENT	PRINCIPAL IN CHARGE ⁽¹⁾		PROJECT ENGINEER ⁽²⁾		CADD SERVICES / SENIOR TECHNICIAN ⁽³⁾		CLERICAL ⁽⁴⁾		2-MAN SURVEY CREW ⁽⁵⁾		OUTSIDE SERVICES		TOTAL \$	
	HOURS	\$	HOURS	\$	HOURS	\$	HOURS	\$	HOURS	\$	HOURS	\$		
1 INITIAL (PRE-DESIGN) MEETING	2	458	2	344									984	
2 RECORDS SEARCH			4	688	2	250			8	728			1,666	
3 DESIGN SURVEY	4	916	8	1,376					8	2,200			4,492	
4 BASE CONSTRUCTION DRAWING			4	688	8	1,000							1,688	
5 PRELIMINARY DESIGN/TECHNICAL MEMORANDUM	4	916	10	1,720	8	1,000	12	1,092					4,728	
6 UTILITY VERIFICATION			8	1,376	8	1,000					4,600 ⁽⁶⁾		6,976	
7 CONTRACT DOCUMENTS (95%)	10	2,290	16	2,752	26	3,250	16	1,456					9,748	
8 REVIEW MEETING (95%) WITH CITY STAFF	2	458	2	344			2	182					984	
9 FINAL CONTRACT DOCUMENTS	4	916	9	1,548	10	1,250	12	1,092					4,806	
10 BID PHASE SERVICES	4	916	9	1,548			6	546					3,010	
SUBTOTAL:	30	6,870	72	12,384	62	7,750	58	5,278	8	2,200	4,600		39,082	
													REIMBURSABLES @ 2%:	782
													ENGINEERING SERVICES TOTAL:	39,864
													ENGINEERING SERVICES TOTAL (ROUNDED):	\$39,900

KRIEGER & STEWART 2015 FEE SCHEDULE

(1) PRINCIPAL II @ \$229 /Hr
 (2) SENIOR ENGINEER I @ \$172 /Hr
 (3) SENIOR TECHNICIAN II @ \$125 /Hr
 (4) SECRETARY IV @ \$91 /Hr
 (5) 2-MAN SURVEY CREW @ \$275 /Hr

OUTSIDE SERVICES

(6) SAF-R-DIG UTILITY SERVICES, INC. OR WEKA, INC





**FEE SCHEDULE
2015**

CLASSIFICATION	RATES \$/Hr.
Consulting, Design, Construction, Engineering, Environmental, Commissioning, and Surveying Services (Office)	
Consultant	271.00
Principal III	249.00
Principal II	229.00
Principal I	207.00
Senior III	195.00
Senior II	183.00
Senior I	172.00
Associate III	166.00
Associate II	161.00
Associate I	155.00
Staff III	149.00
Staff II	131.00
Staff I	114.00
Technician III	98.00
Technician II	93.00
Technician I	88.00
Forensic Services	
Principal Expert:	
Testimony, Deposition, and Trial	420.00
Investigation and Preparation	310.00
Associate Expert:	
Testimony, Deposition, and Trial	360.00
Investigation and Preparation	260.00
Computer Aided Design Services	
Operator III	131.00
Operator II	125.00
Operator I	117.00
Surveying Services (Field)	
2 Man Crew with Standard Equipment and Survey Truck	275.00
1 Man Crew with Standard Equipment and Survey Truck	210.00
3rd Man on Crew	125.00
Construction Services (Field)	
Engineer	148.00
Inspector	
Regular Time	114.00
Overtime	
Weekdays (8 hours to 12 hours)	138.00
Weekdays (More than 12 hours)	166.00
Saturday (12 hours or less)	138.00
Saturday (More than 12 hours)	166.00
Sunday and Holiday (Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and the Day After, Christmas Day)	166.00



**FEE SCHEDULE
2015
(continued)**

CLASSIFICATION	RATES \$/Hr.
Support Services	
Secretary IV	91.00
Secretary III	87.00
Secretary II	79.00
Secretary I	71.00
Utility Clerk II	65.00
Utility Clerk I	64.00
Outside Services	
Special Consultants and Purchased Services	Cost + 15%
Reimbursable Expenses	
Vehicle Mileage	0.72 \$/Mile
Travel and Subsistence, including Air Fare, Ground Fare, and Vehicle Parking	Cost
Specialized Rental Equipment	Cost
Copies, Delivery, Postage, Prints, Telephone, and Sundry Charges	Cost

The above rates are subject to change on or about January 1 each year due to salary and cost increases, except for Construction Inspector and Survey Crew rates which are also subject to change if California Department of Industrial Relations issues new prevailing wage determinations during the course of the year. A gasoline surcharge may be included in response to increased prices; no such surcharge will be included on project invoices without prior notification.

TERMS OF PAYMENT:

Unless charge accommodations have been established beforehand, all accounts shall be prepaid. For accounts having charge accommodations, payment in full shall be made within 30 days of date of invoice. Any amount unpaid within said 30 days will be assessed a service charge of 1-1/2% per month (18% annual percentage rate), with a minimum charge of \$1.00. Accounts with a past due balance of 30 days or more are subject, without notice, to credit discontinuance and mechanic's lien or stop notice. If it becomes necessary for Krieger & Stewart to initiate legal proceedings for the collection of any balance due, the action shall be brought and tried in the Judicial Districts wherein Krieger & Stewart offices are located. Client agrees that the court may award reasonable attorney's fees and costs of suit to the prevailing party.

2015-FEES (07/15/2015)

THIS PAGE WAS INTENTIONALLY LEFT BLANK



STAFF REPORT

DATE: JANUARY 19, 2016
TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
FROM: AURELIO W. DE LA TORRE, CITY TREASURER *AWD*
SUBJECT: DELEGATION OF INVESTMENT AUTHORITY TO THE CITY
TREASURER

RECOMMENDED ACTION

It is recommended that the City Council delegate the investment authority to the City Treasurer.

BACKGROUND

The California Government Code, section 53607, allows the City Council to delegate the authority to invest funds of the City to the Treasurer for a one year period. This authority is valid for one year or until revoked.

ISSUES/ANALYSIS

With the delegation of investment authority, the Treasurer assumes full responsibility for the planning, strategy and execution of investment for City pooled funds and bond proceeds. The Finance Director or the Finance Manager provides backup in the absence of the Treasurer to insure a smooth operation and checks and balances. The Federal Home Loan Mortgage Corp (schedule 1, page 4) has been added as an additional authorized security. No other changes are being recommended from the prior year policy.

FISCAL IMPACTS

None

ALTERNATIVES

1. Provide alternative direction to the City Treasurer.

ATTACHMENTS

1. Investment Policy of the City of Colton
2. Resolution No. R-05-16

INVESTMENT POLICY OF THE CITY OF COLTON

I. Policy Statement

The purpose of this Statement of Investment Policy is to provide governing guidelines for the City of Colton for prudent cash management and investment of public funds until such time as the funds are needed to pay the obligations of the City.

II. Investment Objective

. In accordance with Government Code Section 53600.3 the Treasurer is a trustee and therefore a fiduciary subject to the prudent investor standard. In accordance with section 53600.5 "the primary objective of a trustee shall be to safeguard the principal of the funds under its control. The secondary objective shall be to meet liquidity needs of the depositor. The third objective shall be to achieve a return on the funds under its control."

I, the Treasurer, shall govern investment activities pursuant to the "prudent man rule" as defined in Section 2261 of the California Civil Code and as applied to the investment portfolio as a whole. The investment principle stated here is that in:

"...investing...property for the benefit of another, a trustee shall exercise the judgment and care, under the circumstances then prevailing, which men of prudence, discretion and intelligence exercise in the management of their own affairs, not in regard to speculation, but in regard to the permanent disposition of their funds, considering the probable income, as well as the probable return of their capital..."

INVESTMENT POLICY OF THE CITY OF COLTON

III. The Treasurer's Authority for Making Investments

The Treasurer's authority for making investments has been granted by the City Council Resolution #____ - dated January 19, 2016 as required by Section 53607 of the California Government Code. Further statutory authority for the Treasurer's investment functions and responsibilities may be found in Sections 53600, 53601, 53630, 53821, 53841, 53852 and 83859 et.seq. of the Government Code.

IV. Legal Restrictions Pertaining to Investments

The law establishes certain restrictions on the types of securities and deposit classifications that are to be used in making investments of public funds. In certain instances, the law defines the maximum maturity, credit rating, and other criteria intended to minimize risk. The statutes containing the types of securities and deposits permissible for investment purposes by the City may be found in Sections 53601 et.seq. of the Government Code.

While the law defines the parameters for making investments, it does not define the risk. The Treasurer reserves the right to further restrict the investments permissible by law and to use his own discretion, in light of prevailing market conditions, the economy, and other factors, to limit the degree of risk at any moment in time. Except for specific policy restrictions which follow, those investments presently authorized by the Treasurer are shown in Schedule I.

V. Treasurer's Specific Restrictions and Guidelines Governing Investments

The following restrictions apply to all investments purchased by the Treasurer:

1. Although permissible by statute, no investments are authorized in:
 - (a) Reverse Repurchase Agreements
 - (b) Small Business Administration Obligations.
 - (c) Bond Mutual Funds
 - (d) Collateralized Mortgage Obligations.
 - (e) Futures and options

2. All investment transactions shall be made after first having given consideration to risk and the credit worthiness of the financial institution, liquidity, and yields. All things being equal, investments shall be made with the institution offering the highest, competitive yield.

INVESTMENT POLICY OF THE CITY OF COLTON

3. Whenever practical, investments shall be made on a competitive basis.
4. All deposits in banks and savings & loans associations exceeding FDIC or FSLIC insurance limits shall require collateralization as specified in Section 53649 and 53656 of the Government Code.
5. All investment purchases shall be limited to a maximum maturity date of five years (60 months) or less from the date of purchase, unless otherwise limited by statute.
6. All investments shall be purchased with the intent of holding them until their final maturity.
7. A copy of each investment transaction shall be given daily to the Accounting Department and monthly reports shall be filed with the City Council.
8. All investment transactions shall be immediately documented, recorded, and entered into the City's financial and accounting systems for purposes of accountability and control.
9. Purchased securities shall be deposited for safekeeping with a trust department of a state or nationally chartered U.S. bank with the exception of securities purchased directly from the Federal Reserve Bank. Securities and/or collateral shall not be held with an investment firm, in a broker/dealer account, or under any other safekeeping arrangement which does not effectively provide the City with immediate access, ownership, and total control over the securities.
10. Investment confirmations and collateral safekeeping receipts shall be reviewed promptly following their receipt in order to verify conformity with the Treasurer's investment transaction documentation.

VI. Special Debt Financing

From time to time, the City Council may authorize the issuance of debt in accordance with State and Federal laws. Given the special requirements of such debt-repayment schedules, arbitrage/rebate requirements - the council may choose to place the investment of these funds with the City's fiscal agent. In such instances, the policy, objectives and investment restrictions shall be established by the Council by separate action and investment of such funds shall be governed by the indenture of trust.

INVESTMENT POLICY OF THE CITY OF COLTON

Schedule I

The following list comprises those investments which are authorized by Section 53601 of the California Government Code and which are eligible for inclusion in the Treasurer's portfolio. Investment in any security, other than those authorized on this list, is prohibited.

<u>Authorized Securities</u>	<u>Purchase Restrictions</u>
U.S. Treasury Bills	
U.S. Treasury Notes Bonds	1
Federal Farm Credit Bank Notes	1
Federal Home Loan Mortgage Corp	1
Federal Home Loan Banks	1
Federal National Mortgage Association	1
Bankers Acceptances both Foreign and Domestic	2, 3
Commercial Paper	4, 5
Certificates of Deposit	1, 6, 7
Repurchase Agreements	8
Corporate Medium Term Notes	1, 9
Money Market mutual funds	10
Local Agency Investment Fund	

Notes:

1. All maturities are limited to a period of 5 years (60 months) from the date of purchase.
2. Maturities may not exceed 180 days nor exceed 30% of the portfolio at the time of purchase.
3. Purchases are limited to the world's 150 largest banks by size of deposits.
4. Maturities may not exceed 180 days, nor exceed 25% of the Treasurer's portfolio.
5. Commercial paper of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a nationally recognized statistical-rating organization (NRSRO). The entity that issues the commercial paper shall meet all of the following conditions in either paragraph (1) or paragraph (2):
 - (1) The entity meets the following criteria:
 - (A) Is organized and operating in the United States as a general corporation.
 - (B) Has total assets in excess of five hundred million dollars (\$500,000,000).
 - (C) Has debt other than commercial paper, if any, that is rated "A" or higher by a nationally recognized statistical-rating organization (NRSRO).
 - (2) The entity meets the following criteria:
 - (A) Is organized within the United States as a special purpose corporation, trust, or limited liability company.
 - (B) Has program wide credit enhancements including, but not limited to, over collateralization, letters of credit, or surety bond.
 - (C) Has commercial paper that is rated "A-1" or higher, or the equivalent, by a nationally recognized statistical-rating organization (NRSRO).

Eligible commercial paper shall have a maximum maturity of 270 days or less. Local agencies, other than counties or a city and county, may invest no more than 25 percent of their money in eligible commercial paper. Local agencies, other than counties or a city and county, may purchase no more than 10 percent of the outstanding commercial paper of any single issuer. Counties or a city and county may invest in commercial paper pursuant to the concentration limits in subdivision (a) of Section 53635. No more than 10% of the portfolio may be invested in any one issuer. The portfolio may not hold more than 10% of any issuer's paper.
6. Purchase only insured or fully collateralized certificates of deposits issued on state or nationally chartered banks or savings and loan associations.

INVESTMENT POLICY OF THE CITY OF COLTON

7. CD's may not exceed 20% of the Treasurer's portfolio at the time of purchase.
8. Repurchase agreements are limited to a maximum 7-day maturity and may only be backed by U.S. Government or federal agency collateral. The market value of securities underlying a repurchase agreement shall be valued at 102 percent or greater of the funds borrowed against those securities.
9. Notes eligible for investment must be issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States. Notes shall be rated in a rating category of "A" or better by a nationally recognized rating service if maturing in less than one year and "AA" or better if maturing in more than two years. Purchases may not exceed 30% of the portfolio.
10. Money market mutual funds must attain the highest ranking or the highest letter and numerical Rating by not less than two of the three largest nationally recognized rating services. The purchase price of the shares of beneficial interest purchased pursuant to this subdivision shall not include any commission that these companies may charge and shall not exceed 10% in any one fund and no more than 20% of the City's surplus money which may be invested pursuant to this section.
11. No more than 40% of the portfolio may be invested in Agency securities at any time.

Effective: January 19, 2016

Aurelio De La Torre
Treasurer

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

RESOLUTION NO. R-05-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLTON DELEGATING TO THE CITY TREASURER THE AUTHORITY TO INVEST AND REINVEST FUNDS FOR THE CITY AND TO SELL OR EXCHANGE SECURITIES.

THE CITY COUNCIL OF THE CITY OF COLTON RESOLVES AS FOLLOWS:

Pursuant to the Government Code Section 53607, authority to invest and reinvest funds of the City and to sell or exchange securities so purchased is delegated by the City Council to the City Treasurer, or in the Treasurer's absence the Finance Director or in the absence of the Finance Director the Finance Manager.

PASSED, APPROVED and ADOPTED this 19th day of January, 2016.

Richard A. Delarosa
Mayor

ATTEST:

Carolina R. Padilla
City Clerk

THIS PAGE WAS INTENTIONALLY LEFT BLANK



STAFF REPORT

DATE: JANUARY 19, 2016
TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
FROM: BILL SMITH, CITY MANAGER
SUBJECT: RESOLUTION – TEMPORARY HIRING FREEZE

RECOMMENDED ACTION

That the City Council consider Resolution No R-06-16, implementing a temporary hiring freeze for all regular, full-time City positions.

BACKGROUND

This resolution is submitted at the request of City Council, pursuant to direction given at its meeting of January 5, 2016.

ISSUES/ANALYSIS

This resolution imposes a temporary hiring freeze on all regular, budgeted and approved full-time positions, for the remainder of the current fiscal year. The action would include currently vacant positions, as well as any positions that become vacant. The action would also include promotions, reclassifications, and acting assignments.

In the event that an approved and budgeted position is vacant, and staff believes that there is a need to fill such vacancy, staff would bring forward a request to fill the position, for the consideration of City Council.

FISCAL IMPACTS

It is anticipated that the implementation of a hiring freeze would result in budget savings. However the amount of actual savings is difficult to predict, and will vary based on actual vacancies, separation costs, and any needed overtime to backfill vacancies.

ALTERNATIVES

1. Provide alternative direction to staff.

ATTACHMENTS

1. Resolution No. R-06-16

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

RESOLUTION R-06-16

**A RESOLUTION OF THE COLTON CITY COUNCIL IMPOSING A TEMPORARY
HIRING FREEZE ON REGULAR FULL-TIME POSITIONS FOR THE
REMAINDER OF FISCAL YEAR 2015-2016**

WHEREAS, the City of Colton (“City”) has been negatively impacted by the economic downturn, which is currently plaguing California; and

WHEREAS, the City has not yet fully recovered from the recent economic downturn, which has caused reduced revenues for the City and difficulty for the City in meeting its financial needs; and

WHEREAS, the City Council wishes to impose a temporary hiring freeze on all regular full-time City employee positions to alleviate the current and future financial difficulties the City will face.

NOW THEREFORE BE IT RESOLVED THAT:

Section 1. Hiring Freeze Length of Time. The City shall not fill any regular full-time City employee positions as defined in the City’s Personnel Regulations from the effective date of this Resolution and for the remainder of the 2015-16 fiscal year, without the approval of City Council.

Section 2. Applicability. This action shall apply to budgeted, authorized positions that are vacant or that become vacant. This action shall also apply to promotions, reclassifications and acting assignments.

Section 3. Effective Date. This Resolution shall become effective upon its adoption.

PASSED, APPROVED AND ADOPTED by the City Council at a regular meeting of said Council on January 19, 2016.

ATTEST:

Richard A. DeLaRosa, Mayor

Carolina R. Padilla, City Clerk

ITEM NO. 9

Proposed Rate Increases to Water Service Fees

**THIS ITEM WILL NOT BE HEARD TONIGHT,
IT WILL BE RE-NOTICED FOR A LATER DATE**

THIS PAGE WAS INTENTIONALLY LEFT BLANK



STAFF REPORT

DATE: JANUARY 19, 2016
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
 FROM: BILL SMITH, CITY MANAGER *BS*
 PREPARED BY: MARK TOMICH, DEVELOPMENT SERVICES DIRECTOR *MT*
 SUBJECT: ORDINANCE O-12-15, WATER EFFICIENT LANDSCAPE
 ORDINANCE REVISION ADOPTION

RECOMMENDED ACTION

It is recommended that the City Council:

1. Open the public hearing and take any public testimony; and
2. Close the public hearing and adopt the following ordinance: Ordinance No. O-12-15, Water Efficient Landscape Ordinance. This ordinance revises City of Colton Municipal Code Chapter 13.30 to reflect updates made to the State's model for the Water Efficient Landscape Ordinance.

BACKGROUND

In 1990, the State Legislature passed Assembly Bill 325, Water Conservation in Landscaping Act, requiring the Department of Water Resources (DWR) to adopt standards for efficient water use in landscaping. In compliance with this requirement, DWR adopted the State Model Water Efficient Landscape Ordinance in 1993, establishing specific methods for local agencies to implement in landscape and irrigation design to protect limited water resources. Local agencies were given the authority under this bill to either accept the State Model Ordinance or to adopt their own local standards. Failure to take one of these actions meant the State Model Ordinance became the standard for local agencies. The City of Colton did not adopt its own local ordinance in 1993, and defaulted to the State Model Ordinance.

In 2008, California Assembly Bill 1881 (AB 1881) and Assembly Bill 2717 (AB 2717) amended the State Model Ordinance and became effective on January 1, 2010, as the "Water Conservation in Landscaping Act" (California Government code section 65591 et seq.). The goal of AB 1881 was to improve state water conservation efforts. The legislative findings from AB 1881 demonstrated the importance of water and water conservation to California's economy. AB 1881 determined an excessive amount of water waste was resulting from irrigation and outdoor landscaping. Establishing a model water efficient landscape ordinance, for local agencies to adopt, reduces this type of water waste.

The City of Colton did not adopt its own local Water Efficient Ordinance in 2010 and as a result, had been defaulting to the State Model Ordinance until last year. On July 15, 2014, City Council

approved the adoption of an ordinance equal to the State's Water Efficient Ordinance. However, with Governor Brown's Drought Executive Order of April 1, 2015 (EO B-29-15), the Department of Water Resources was directed to update this ordinance through expedited regulation. The California Water Commission approved the revised ordinance on July 15, 2015. The State gave local agencies (cities and counties) until December 1, 2015, to adopt this revised ordinance or to adopt one of their own, which must be at least as effective in conserving water as the State ordinance.

ISSUES/ANALYSIS

The purpose of the Water Efficient Landscape Ordinance is to establish a structure for designing, installing, maintaining and managing water efficient landscapes in new and rehabilitated projects. The ordinance also reduces water use to the lowest practical level while establishing provisions for water management practices and water waste prevention for established landscapes. The Water Efficient Landscape Ordinance also promotes the values and benefits of landscaping while recognizing the need to use water and other resources more efficiently.

STATE WATER EFFICIENT LANDSCAPE ORDINANCE SIGNIFICANT REVISIONS

More Efficient Irrigation Systems

- Dedicated landscape water meters or sub-meters are required for residential landscapes over 5000 sq. ft. and non-residential landscapes over 1000 sq. ft.
- Irrigation systems are required to have pressure regulators and master shut-off valves.
- All irrigation emission devices must meet the national standard stated in the Ordinance to ensure that only high efficiency sprinklers are installed.
- Flow sensors that detect and report high flow conditions due to broken pipes and/or popped sprinkler heads are required for landscape areas greater than 5000 sq. ft.
- The minimum width of areas that can be overhead irrigated was changed from 8 feet to 10 feet; areas less than 10 feet wide must be irrigated with subsurface drip or other technology that produces no over spray or runoff.

Incentives for Graywater Usage

Landscapes under 2500 sq. ft. that are irrigated entirely with graywater or captured rainwater are subject only to the irrigation system requirements of Appendix D, Prescriptive Compliance Option.

Improvements in Onsite Stormwater Capture

Friable soil is required in planted areas to maximize water retention and infiltration. Four yards of compost per 1000 sq. ft. of area must be incorporated. Other recommended measures for increasing onsite stormwater retention are listed in the Ordinance.

Limiting the Portion of Landscapes that can be Planted with High Water Use Plants

The maximum amount of water that can be applied to a landscape is reduced from 70% of the reference evapotranspiration (ET_o) to 55% for residential landscape projects, and

to 45% of ETo for non-residential projects. This water allowance reduces the landscape area that can be planted with high water use plants such as cool season turf. For residential projects, the coverage of high water use plants is reduced from 33% to 25% of the landscaped area. In non-residential landscapes, planting with high water use plants is not feasible. However, unchanged in the Ordinance is the extra water allowance made for non-residential areas when used for specific functional areas, such as recreation and edible gardens. Extra water allowance is also made for landscapes irrigated with recycled water, as was the case in the previous ordinance.

The irrigation efficiency of devices used to irrigate landscapes is one of the factors that goes into determining the maximum amount of water allowed. Rather than having one default irrigation efficiency for the entire site, the revised Ordinance allows the irrigation efficiency to be entered for each area of the landscape. The site-wide irrigation efficiency of the previous ordinance was 0.71; the revised Ordinance defines the irrigation efficiency of drip as 0.81 and that of overhead spray as 0.75.

Median strips cannot be landscaped with high water use plants, precluding the use of cool season turf. Also, because of the requirement to irrigate areas less than ten feet wide with subsurface irrigation or other means that produces no runoff or overspray, the use of cool season turf in parkways is limited.

Prescriptive Checklist Option for Landscapes under 2500 sq. ft.

Projects with landscape areas under 2500 sq. feet may comply with the performance requirements of the Ordinance or conform to the prescriptive measures contained in Appendix D. Many will find that the Appendix D checklist simplifies compliance.

In response to the EO B-29-15 requirements, the City of Colton would be adopting the ordinance revisions that the State has approved.

FISCAL IMPACTS

None.

ALTERNATIVES

1. City Council may provide alternate direction to staff

ATTACHMENTS

1. Exhibit A: Ordinance No. O-12-15

Exhibit A

Ordinance No. O-12-15

ORDINANCE NO. O-12-15

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLTON TO ADOPT THE STATE OF CALIFORNIA'S UPDATED MODEL WATER EFFICIENT LANDSCAPE ORDINANCE AS REQUIRED OF ALL CITIES AND COUNTIES TO EITHER ADOPT THE STATE'S UPDATED MODEL WATER EFFICIENT LANDSCAPE ORDINANCE BY DECEMBER 1, 2015, OR ADOPT THEIR OWN WATER EFFICIENT LANDSCAPE ORDINANCE THAT IS AS EFFECTIVE IN CONSERVING WATER AS THE MODEL ORDINANCE.

WHEREAS, the State of California required all cities and counties to either adopt the State's updated Model Efficient Landscape Ordinance by December 1, 2015 or adopt their own as effective in conserving water as the model ordinance; and,

WHEREAS, the State of California requires Cities and Counties who did not adopt their own to default to use the State's Model for the water efficient landscape; and,

WHEREAS, the purpose of the Water Efficient Landscape Ordinance is to establish a structure for designing, installing, maintaining and managing water efficient landscapes in new and rehabilitated projects; and,

WHEREAS, the ordinance also reduces water use to the lowest practical level while establishing provisions for water management practices and water waste prevention for established landscapes; and,

WHEREAS, the Water Efficient Landscape Ordinance also promotes the values and benefits of landscaping while recognizing the need to use water and other resources efficiently.

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

Chapter 13.30 of the City of Colton Municipal Code shall be revised to reflect the State's updated Model Efficient Landscape Ordinance as it is written in the attached document as approved by the Department of Water Resources.

PASSED, APPROVED AND ADOPTED this 19th day of January, 2016.

RICHARD A. DELAROSA, Mayor

ATTEST:

CAROLINA R. PADILLA, City Clerk

entering into the loan contract. For investor-owned utilities, meetings or hearings held by the Public Utilities Commission may serve as Project Feasibility Meetings.

(b) Before a Project Feasibility Meeting, the supplier shall:

(1) Make available information describing the project in a form and location that will enable the water users to review it and to make appropriate comments. The information must be made available for a period of at least fifteen days before the Project Feasibility Meeting.

(2) Establish a date for the meeting agreeable to the Department and Department of Health Services.

(3) Notify the Department, the Department of Health Services and appropriate county health agencies in writing at least twenty calendar days before the meeting, and notify all water users and the local news media in writing at least fifteen calendar days before the meeting. The notice shall state: the date, time, location, and purpose of the meeting and the location of information describing the project for review by the water users. Sample notice forms will be provided by the Department.

(4) Obtain a meeting place of sufficient size and at a convenient location to accommodate the anticipated attendance.

(c) The agenda of the meeting shall include the following matters: (1) A discussion of applicable public health and water works standards, existing and potential health hazards associated with the water system, how the proposed project will bring the system to minimum health standards, and alternative solutions to the problem. (2) The supplier shall describe the proposed project in detail, using maps, charts, and other illustrative devices, if appropriate. The discussion shall include the costs, sources of funds, the amount of the loan-grant commitment, and changes in water costs resulting from the project.

(3) A representative of the State may describe the Act, the State's role in its administration and the Department's recommendation regarding the supplier's loan application. Persons present at the meeting shall be permitted to ask questions regarding all subjects discussed at the meeting.

(d) If no representative of the Department is present at the meeting, the supplier shall submit an official written report to the Department describing the meeting and its outcome including the results of any vote taken.

NOTE: Authority cited: Section 13834, Water Code. Reference: Section 13834, Water Code.

§ 489.1. Plans and Specifications.

Before commencing construction, each Supplier shall provide detailed plans and specifications to the Department of Health Services for review and approval by a registered Civil Engineer employed by the Department of Health Services. Unless otherwise authorized in writing by the Department of Health Services, the supplier shall not commence construction without written notification from the Department of Health Services that the plans and specifications have been approved.

NOTE: Authority cited: Section 13834, Water Code. Reference: Section 13837, Water Code.

§ 489.2. Certification of Completion.

Department of Health Services shall inspect the completed project and if satisfied that the project has been completed in accordance with approved plans and specifications, shall provide the supplier and the Department with written certification to that effect.

NOTE: Authority cited: Section 13834, Water Code. Reference: Section 13834, Water Code.

Chapter 2.6. Weather Resources Management [Repealed]

NOTE: Authority cited: Sections 161, 401, 403 and 6078, Water Code. Reference: Sections 401, 402 and 403, Water Code and Sections 21000 et seq., Public Resources Code.

HISTORY

1. New Subchapter 2.6 (Articles 1-5, Sections 490-495.03, not consecutive) filed 9-28-79; effective thirtieth day thereafter (Register 79, No. 39).
2. Repealer of Subchapter 2.6 (Articles 1-5, Sections 490-495.03, not consecutive, not previously repealed by OAL Order of Repeal) filed 6-5-86; effective

thirtieth day thereafter (Register 86, No. 23). For prior history, see Register 85, No. 26; 81, Nos. 40 and 38; and 80, No. 7.

Chapter 2.7. Model Water Efficient Landscape Ordinance

§ 490. Purpose.

(a) The State Legislature has found:

(1) that the waters of the state are of limited supply and are subject to ever increasing demands;

(2) that the continuation of California's economic prosperity is dependent on the availability of adequate supplies of water for future uses;

(3) that it is the policy of the State to promote the conservation and efficient use of water and to prevent the waste of this valuable resource;

(4) that landscapes are essential to the quality of life in California by providing areas for active and passive recreation and as an enhancement to the environment by cleaning air and water, preventing erosion, offering fire protection, and replacing ecosystems lost to development;

(5) that landscape design, installation, maintenance and management can and should be water efficient;

(6) that Section 2 of Article X of the California Constitution specifies that the right to use water is limited to the amount reasonably required for the beneficial use to be served and the right does not and shall not extend to waste or unreasonable method of use.

(b) Consistent with the legislative findings, the purpose of this model ordinance is to:

(1) promote the values and benefits of landscaping practices that integrate and go beyond the conservation and efficient use of water;

(2) establish a structure for planning, designing, installing, maintaining and managing water efficient landscapes in new construction and rehabilitated projects by encouraging the use of a watershed approach that requires cross-sector collaboration of industry, government and property owners to achieve the many benefits possible;

(3) establish provisions for water management practices and water waste prevention for existing landscapes;

(4) use water efficiently without waste by setting a Maximum Applied Water Allowance as an upper limit for water use and reduce water use to the lowest practical amount;

(5) promote the benefits of consistent landscape ordinances with neighboring local and regional agencies;

(6) encourage local agencies and water purveyors to use economic incentives that promote the efficient use of water, such as implementing a tiered-rate structure; and

(7) encourage local agencies to designate the necessary authority that implements and enforces the provisions of the Model Water Efficient Landscape Ordinance or its local landscape ordinance.

(c) Landscapes that are planned, designed, installed, managed and maintained with the watershed based approach can improve California's environmental conditions and provide benefits and realize sustainability goals. Such landscapes will make the urban environment resilient in the face of climatic extremes. Consistent with the legislative findings and purpose of the Ordinance, conditions in the urban setting will be improved by:

(1) Creating the conditions to support life in the soil by reducing compaction, incorporating organic matter that increases water retention, and promoting productive plant growth that leads to more carbon storage, oxygen production, shade, habitat and esthetic benefits.

(2) Minimizing energy use by reducing irrigation water requirements, reducing reliance on petroleum based fertilizers and pesticides, and planting climate appropriate shade trees in urban areas.

(3) Conserving water by capturing and reusing rainwater and graywater wherever possible and selecting climate appropriate plants that need minimal supplemental water after establishment.

(4) Protecting air and water quality by reducing power equipment use and landfill disposal trips, selecting recycled and locally sourced materi-

als, and using compost, mulch and efficient irrigation equipment to prevent erosion.

(5) Protecting existing habitat and creating new habitat by choosing local native plants, climate adapted non-natives and avoiding invasive plants. Utilizing integrated pest management with least toxic methods as the first course of action.

NOTE: Authority cited: Section 65593, Government Code; and sections 11 and 30, Governor's Exec. Order No. B-29-15 (April 1, 2015). Reference: Sections 65591, 65593 and 65596, Government Code; and section 11, Governor's Exec. Order No. B-29-15 (April 1, 2015).

HISTORY

1. New chapter 2.7 (sections 490-495) filed 7-31-92; operative 7-31-92 (Register 92, No. 32).
2. Amendment of section and NOTE filed 9-10-2009; operative 9-10-2009 pursuant to Government Code section 11343.4 (Register 2009, No. 37).
3. Amendment of subsections (a)(4) and (b)(1)-(2), new subsections (c)-(c)(5) and amendment of NOTE filed 9-15-2015; operative 9-15-2015. Exempt from OAL review and submitted to OAL for printing only pursuant to Governor's Executive Order No. B-29-15 (4-1-2015) (Register 2015, No. 38).

§ 490.1. Applicability.

(a) After December 1, 2015, and consistent with Executive Order No. B-29-15, this ordinance shall apply to all of the following landscape projects:

- (1) new construction projects with an aggregate landscape area equal to or greater than 500 square feet requiring a building or landscape permit, plan check or design review;
- (2) rehabilitated landscape projects with an aggregate landscape area equal to or greater than 2,500 square feet requiring a building or landscape permit, plan check, or design review;
- (3) existing landscapes limited to Sections 493, 493.1 and 493.2; and
- (4) cemeteries. Recognizing the special landscape management needs of cemeteries, new and rehabilitated cemeteries are limited to Sections 492.4, 492.11, and 492.12; and existing cemeteries are limited to Sections 493, 493.1, and 493.2.

(b) For local land use agencies working together to develop a regional water efficient landscape ordinance, the reporting requirements of this ordinance shall become effective December 1, 2015 and the remainder of this ordinance shall be effective no later than February 1, 2016.

(c) Any project with an aggregate landscape area of 2,500 square feet or less may comply with the performance requirements of this ordinance or conform to the prescriptive measures contained in Appendix D.

(d) For projects using treated or untreated graywater or rainwater captured on site, any lot or parcel within the project that has less than 2500 sq. ft. of landscape and meets the lot or parcel's landscape water requirement (Estimated Total Water Use) entirely with treated or untreated graywater or through stored rainwater captured on site is subject only to Appendix D section (5).

(e) This ordinance does not apply to:

- (1) registered local, state or federal historical sites;
- (2) ecological restoration projects that do not require a permanent irrigation system;
- (3) mined-land reclamation projects that do not require a permanent irrigation system; or
- (4) existing plant collections, as part of botanical gardens and arboreta open to the public.

NOTE: Authority cited: Section 65595, Government Code; and sections 11 and 30, Governor's Exec. Order No. B-29-15 (April 1, 2015). Reference: Section 65596, Government Code; and section 11, Governor's Exec. Order No. B-29-15 (April 1, 2015).

HISTORY

1. New section filed 9-10-2009; operative 9-10-2009 pursuant to Government Code section 11343.4 (Register 2009, No. 37).
2. Amendment of section and NOTE filed 9-15-2015; operative 9-15-2015. Exempt from OAL review and submitted to OAL for printing only pursuant to Governor's Executive Order No. B-29-15 (4-1-2015) (Register 2015, No. 38).

§ 491. Definitions.

The terms used in this ordinance have the meaning set forth below:

(a) "applied water" means the portion of water supplied by the irrigation system to the landscape.

(b) "automatic irrigation controller" means a timing device used to remotely control valves that operate an irrigation system. Automatic irrigation controllers are able to self-adjust and schedule irrigation events using either evapotranspiration (weather-based) or soil moisture data.

(c) "backflow prevention device" means a safety device used to prevent pollution or contamination of the water supply due to the reverse flow of water from the irrigation system.

(d) "Certificate of Completion" means the document required under Section 492.9.

(e) "certified irrigation designer" means a person certified to design irrigation systems by an accredited academic institution, a professional trade organization or other program such as the US Environmental Protection Agency's WaterSense irrigation designer certification program and Irrigation Association's Certified Irrigation Designer program.

(f) "certified landscape irrigation auditor" means a person certified to perform landscape irrigation audits by an accredited academic institution, a professional trade organization or other program such as the US Environmental Protection Agency's WaterSense irrigation auditor certification program and Irrigation Association's Certified Landscape Irrigation Auditor program.

(g) "check valve" or "anti-drain valve" means a valve located under a sprinkler head, or other location in the irrigation system, to hold water in the system to prevent drainage from sprinkler heads when the sprinkler is off.

(h) "common interest developments" means community apartment projects, condominium projects, planned developments, and stock cooperatives per Civil Code Section 1351.

(i) "compost" means the safe and stable product of controlled biologic decomposition of organic materials that is beneficial to plant growth.

(j) "conversion factor (0.62)" means the number that converts acre-inches per acre per year to gallons per square foot per year.

(k) "distribution uniformity" means the measure of the uniformity of irrigation water over a defined area.

(l) "drip irrigation" means any non-spray low volume irrigation system utilizing emission devices with a flow rate measured in gallons per hour. Low volume irrigation systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.

(m) "ecological restoration project" means a project where the site is intentionally altered to establish a defined, indigenous, historic ecosystem.

(n) "effective precipitation" or "usable rainfall" (Eppt) means the portion of total precipitation which becomes available for plant growth.

(o) "emitter" means a drip irrigation emission device that delivers water slowly from the system to the soil.

(p) "established landscape" means the point at which plants in the landscape have developed significant root growth into the soil. Typically, most plants are established after one or two years of growth.

(q) "establishment period of the plants" means the first year after installing the plant in the landscape or the first two years if irrigation will be terminated after establishment. Typically, most plants are established after one or two years of growth. Native habitat mitigation areas and trees may need three to five years for establishment.

(r) "Estimated Total Water Use" (ETWU) means the total water used for the landscape as described in Section 492.4.

(s) "ET adjustment factor" (ETAF) means a factor of 0.55 for residential areas and 0.45 for non-residential areas, that, when applied to reference evapotranspiration, adjusts for plant factors and irrigation efficiency, two major influences upon the amount of water that needs to be applied to the landscape. The ETAF for new and existing (non-rehabilitated) Special Landscape Areas shall not exceed 1.0. The ETAF for existing non-rehabilitated landscapes is 0.8.

(t) “evapotranspiration rate” means the quantity of water evaporated from adjacent soil and other surfaces and transpired by plants during a specified time.

(u) “flow rate” means the rate at which water flows through pipes, valves and emission devices, measured in gallons per minute, gallons per hour, or cubic feet per second.

(v) “flow sensor” means an inline device installed at the supply point of the irrigation system that produces a repeatable signal proportional to flow rate. Flow sensors must be connected to an automatic irrigation controller, or flow monitor capable of receiving flow signals and operating master valves. This combination flow sensor/controller may also function as a landscape water meter or submeter.

(w) “friable” means a soil condition that is easily crumbled or loosely compacted down to a minimum depth per planting material requirements, whereby the root structure of newly planted material will be allowed to spread unimpeded.

(x) “Fuel Modification Plan Guideline” means guidelines from a local fire authority to assist residents and businesses that are developing land or building structures in a fire hazard severity zone.

(y) “graywater” means untreated wastewater that has not been contaminated by any toilet discharge, has not been affected by infectious, contaminated, or unhealthy bodily wastes, and does not present a threat from contamination by unhealthful processing, manufacturing, or operating wastes. “Graywater” includes, but is not limited to, wastewater from bathtubs, showers, bathroom washbasins, clothes washing machines, and laundry tubs, but does not include wastewater from kitchen sinks or dishwashers. Health and Safety Code Section 17922.12.

(z) “hardscapes” means any durable material (pervious and non-pervious).

(aa) “hydrozone” means a portion of the landscaped area having plants with similar water needs and rooting depth. A hydrozone may be irrigated or non-irrigated.

(bb) “infiltration rate” means the rate of water entry into the soil expressed as a depth of water per unit of time (e.g., inches per hour).

(cc) “invasive plant species” means species of plants not historically found in California that spread outside cultivated areas and can damage environmental or economic resources. Invasive species may be regulated by county agricultural agencies as noxious species. Lists of invasive plants are maintained at the California Invasive Plant Inventory and USDA invasive and noxious weeds database.

(dd) “irrigation audit” means an in-depth evaluation of the performance of an irrigation system conducted by a Certified Landscape Irrigation Auditor. An irrigation audit includes, but is not limited to: inspection, system tune-up, system test with distribution uniformity or emission uniformity, reporting overspray or runoff that causes overflow, and preparation of an irrigation schedule. The audit must be conducted in a manner consistent with the Irrigation Association’s Landscape Irrigation Auditor Certification program or other U.S. Environmental Protection Agency “Watersense” labeled auditing program.

(ee) “irrigation efficiency” (IE) means the measurement of the amount of water beneficially used divided by the amount of water applied. Irrigation efficiency is derived from measurements and estimates of irrigation system characteristics and management practices. The irrigation efficiency for purposes of this ordinance are 0.75 for overhead spray devices and 0.81 for drip systems.

(ff) “irrigation survey” means an evaluation of an irrigation system that is less detailed than an irrigation audit. An irrigation survey includes, but is not limited to: inspection, system test, and written recommendations to improve performance of the irrigation system.

(gg) “irrigation water use analysis” means an analysis of water use data based on meter readings and billing data.

(hh) “landscape architect” means a person who holds a license to practice landscape architecture in the state of California Business and Professions Code, Section 5615.

(ii) “landscape area” means all the planting areas, turf areas, and water features in a landscape design plan subject to the Maximum Applied Wa-

ter Allowance calculation. The landscape area does not include footprints of buildings or structures, sidewalks, driveways, parking lots, decks, patios, gravel or stone walks, other pervious or non-pervious hardscapes, and other non-irrigated areas designated for non-development (e.g., open spaces and existing native vegetation).

(jj) “landscape contractor” means a person licensed by the state of California to construct, maintain, repair, install, or subcontract the development of landscape systems.

(kk) “Landscape Documentation Package” means the documents required under Section 492.3.

(ll) “landscape project” means total area of landscape in a project as defined in “landscape area” for the purposes of this ordinance, meeting requirements under Section 490.1.

(mm) “landscape water meter” means an inline device installed at the irrigation supply point that measures the flow of water into the irrigation system and is connected to a totalizer to record water use.

(nn) “lateral line” means the water delivery pipeline that supplies water to the emitters or sprinklers from the valve.

(oo) “local agency” means a city or county, including a charter city or charter county, that is responsible for adopting and implementing the ordinance. The local agency is also responsible for the enforcement of this ordinance, including but not limited to, approval of a permit and plan check or design review of a project.

(pp) “local water purveyor” means any entity, including a public agency, city, county, or private water company that provides retail water service.

(qq) “low volume irrigation” means the application of irrigation water at low pressure through a system of tubing or lateral lines and low-volume emitters such as drip, drip lines, and bubblers. Low volume irrigation systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.

(rr) “main line” means the pressurized pipeline that delivers water from the water source to the valve or outlet.

(ss) “master shut-off valve” is an automatic valve installed at the irrigation supply point which controls water flow into the irrigation system. When this valve is closed water will not be supplied to the irrigation system. A master valve will greatly reduce any water loss due to a leaky station valve.

(tt) “Maximum Applied Water Allowance” (MAWA) means the upper limit of annual applied water for the established landscaped area as specified in Section 492.4. It is based upon the area’s reference evapotranspiration, the ET Adjustment Factor, and the size of the landscape area. The Estimated Total Water Use shall not exceed the Maximum Applied Water Allowance. Special Landscape Areas, including recreation areas, areas permanently and solely dedicated to edible plants such as orchards and vegetable gardens, and areas irrigated with recycled water are subject to the MAWA with an ETAF not to exceed 1.0. $MAWA = (ETo) (0.62) [(ETAF \times LA) + ((1-ETAF) \times SLA)]$

(uu) “median” is an area between opposing lanes of traffic that may be unplanted or planted with trees, shrubs, perennials, and ornamental grasses.

(vv) “microclimate” means the climate of a small, specific area that may contrast with the climate of the overall landscape area due to factors such as wind, sun exposure, plant density, or proximity to reflective surfaces.

(ww) “mined-land reclamation projects” means any surface mining operation with a reclamation plan approved in accordance with the Surface Mining and Reclamation Act of 1975.

(xx) “mulch” means any organic material such as leaves, bark, straw, compost, or inorganic mineral materials such as rocks, gravel, or decomposed granite left loose and applied to the soil surface for the beneficial purposes of reducing evaporation, suppressing weeds, moderating soil temperature, and preventing soil erosion.

(yy) “new construction” means, for the purposes of this ordinance, a new building with a landscape or other new landscape, such as a park, playground, or greenbelt without an associated building.

(zz) “non-residential landscape” means landscapes in commercial, institutional, industrial and public settings that may have areas designated for recreation or public assembly. It also includes portions of common areas of common interest developments with designated recreational areas.

(aaa) “operating pressure” means the pressure at which the parts of an irrigation system are designed by the manufacturer to operate.

(bbb) “overhead sprinkler irrigation systems” or “overhead spray irrigation systems” means systems that deliver water through the air (e.g., spray heads and rotors).

(ccc) “overspray” means the irrigation water which is delivered beyond the target area.

(ddd) “parkway” means the area between a sidewalk and the curb or traffic lane. It may be planted or unplanted, and with or without pedestrian egress.

(eee) “permit” means an authorizing document issued by local agencies for new construction or rehabilitated landscapes.

(fff) “pervious” means any surface or material that allows the passage of water through the material and into the underlying soil.

(ggg) “plant factor” or “plant water use factor” is a factor, when multiplied by ETo, estimates the amount of water needed by plants. For purposes of this ordinance, the plant factor range for very low water use plants is 0 to 0.1, the plant factor range for low water use plants is 0.1 to 0.3, the plant factor range for moderate water use plants is 0.4 to 0.6, and the plant factor range for high water use plants is 0.7 to 1.0. Plant factors cited in this ordinance are derived from the publication “Water Use Classification of Landscape Species”. Plant factors may also be obtained from horticultural researchers from academic institutions or professional associations as approved by the California Department of Water Resources (DWR).

(hhh) “project applicant” means the individual or entity submitting a Landscape Documentation Package required under Section 492.3, to request a permit, plan check, or design review from the local agency. A project applicant may be the property owner or his or her designee.

(iii) “rain sensor” or “rain sensing shutoff device” means a component which automatically suspends an irrigation event when it rains.

(jjj) “record drawing” or “as-builts” means a set of reproducible drawings which show significant changes in the work made during construction and which are usually based on drawings marked up in the field and other data furnished by the contractor.

(kkk) “recreational area” means areas, excluding private single family residential areas, designated for active play, recreation or public assembly in parks, sports fields, picnic grounds, amphitheaters or golf course tees, fairways, roughs, surrounds and greens.

(lll) “recycled water,” “reclaimed water,” or “treated sewage effluent water” means treated or recycled waste water of a quality suitable for nonpotable uses such as landscape irrigation and water features. This water is not intended for human consumption.

(mmm) “reference evapotranspiration” or “ETo” means a standard measurement of environmental parameters which affect the water use of plants. ETo is expressed in inches per day, month, or year as represented in Appendix A, and is an estimate of the evapotranspiration of a large field of four- to seven-inch tall, cool-season grass that is well watered. Reference evapotranspiration is used as the basis of determining the Maximum Applied Water Allowances so that regional differences in climate can be accommodated.

(nnn) “Regional Water Efficient Landscape Ordinance” means a local Ordinance adopted by two or more local agencies, water suppliers and other stakeholders for implementing a consistent set of landscape provisions throughout a geographical region. Regional ordinances are strongly encouraged to provide a consistent framework for the landscape industry and applicants to adhere to.

(ooo) “rehabilitated landscape” means any relandscaping project that requires a permit, plan check, or design review, meets the requirements of Section 490.1, and the modified landscape area is equal to or greater than 2,500 square feet.

(ppp) “residential landscape” means landscapes surrounding single or multifamily homes.

(qqq) “run off” means water which is not absorbed by the soil or landscape to which it is applied and flows from the landscape area. For example, run off may result from water that is applied at too great a rate (application rate exceeds infiltration rate) or when there is a slope.

(rrr) “soil moisture sensing device” or “soil moisture sensor” means a device that measures the amount of water in the soil. The device may also suspend or initiate an irrigation event.

(sss) “soil texture” means the classification of soil based on its percentage of sand, silt, and clay.

(ttt) “Special Landscape Area” (SLA) means an area of the landscape dedicated solely to edible plants, recreational areas, areas irrigated with recycled water, or water features using recycled water.

(uuu) “sprinkler head” or “spray head” means a device which delivers water through a nozzle.

(vvv) “static water pressure” means the pipeline or municipal water supply pressure when water is not flowing.

(www) “station” means an area served by one valve or by a set of valves that operate simultaneously.

(xxx) “swing joint” means an irrigation component that provides a flexible, leak-free connection between the emission device and lateral pipeline to allow movement in any direction and to prevent equipment damage.

(yyy) “submeter” means a metering device to measure water applied to the landscape that is installed after the primary utility water meter.

(zzz) “turf” means a ground cover surface of mowed grass. Annual bluegrass, Kentucky bluegrass, Perennial ryegrass, Red fescue, and Tall fescue are cool-season grasses. Bermudagrass, Kikuyugrass, Seashore Paspalum, St. Augustinegrass, Zoysiagrass, and Buffalo grass are warm-season grasses.

(aaaa) “valve” means a device used to control the flow of water in the irrigation system.

(bbbbb) “water conserving plant species” means a plant species identified as having a very low or low plant factor.

(cccc) “water feature” means a design element where open water performs an aesthetic or recreational function. Water features include ponds, lakes, waterfalls, fountains, artificial streams, spas, and swimming pools (where water is artificially supplied). The surface area of water features is included in the high water use hydrozone of the landscape area. Constructed wetlands used for on-site wastewater treatment or stormwater best management practices that are not irrigated and used solely for water treatment or stormwater retention are not water features and, therefore, are not subject to the water budget calculation.

(dddd) “watering window” means the time of day irrigation is allowed.

(eeee) “WUCOLS” means the Water Use Classification of Landscape Species published by the University of California Cooperative Extension and the Department of Water Resources 2014.

NOTE: Authority cited: Section 65595, Government Code; and sections 11 and 30, Governor’s Exec. Order No. B-29-15 (April 1, 2015). Reference: Sections 65592 and 65596, Government Code; and section 11, Governor’s Exec. Order No. B-29-15 (April 1, 2015).

HISTORY

1. New section filed 7-31-92; operative 7-31-92 (Register 92, No. 32).
2. Amendment of section and NOTE filed 9-10-2009; operative 9-10-2009 pursuant to Government Code section 11343.4 (Register 2009, No. 37).
3. Amendment of section and NOTE filed 9-15-2015; operative 9-15-2015. Exempt from OAL review and submitted to OAL for printing only pursuant to Governor’s Executive Order No. B-29-15 (4-1-2015) (Register 2015, No. 38).

§ 492. Provisions for New Construction or Rehabilitated Landscapes.

(a) A local agency may designate by mutual agreement, another agency, such as a water purveyor, to implement some or all of the requirements contained in this ordinance. Local agencies may collaborate with water purveyors to define each entity’s specific responsibilities relating to this ordinance.

NOTE: Authority cited: Section 65595, Government Code; and sections 11 and 30, Governor’s Exec. Order No. B-29-15 (April 1, 2015). Reference: Section 65596,

Government Code; and section 11, Governor's Exec. Order No. B-29-15 (April 1, 2015).

HISTORY

1. New section filed 7-31-92; operative 7-31-92 (Register 92, No. 32).
2. Amendment of section heading, repealer and new section and amendment of NOTE filed 9-10-2009; operative 9-10-2009 pursuant to Government Code section 11343.4 (Register 2009, No. 37).
3. Amendment of section and NOTE filed 9-15-2015; operative 9-15-2015. Exempt from OAL review and submitted to OAL for printing only pursuant to Governor's Executive Order No. B-29-15 (4-1-2015) (Register 2015, No. 38).

§ 492.1. Compliance with Landscape Documentation Package.

- (a) Prior to construction, the local agency shall:
- (1) provide the project applicant with the ordinance and procedures for permits, plan checks or design reviews;
 - (2) review the Landscape Documentation Package submitted by the project applicant;
 - (3) approve or deny the Landscape Documentation Package;
 - (4) issue a permit or approve the plan check or design review for the project applicant; and
 - (5) upon approval of the Landscape Documentation Package, submit a copy of the Water Efficient Landscape Worksheet to the local water purveyor.
- (b) Prior to construction, the project applicant shall:
- (1) submit a Landscape Documentation Package to the local agency.
- (c) Upon approval of the Landscape Documentation Package by the local agency, the project applicant shall:
- (1) receive a permit or approval of the plan check or design review and record the date of the permit in the Certificate of Completion;
 - (2) submit a copy of the approved Landscape Documentation Package along with the record drawings, and any other information to the property owner or his/her designee; and
 - (3) submit a copy of the Water Efficient Landscape Worksheet to the local water purveyor.

NOTE: Authority cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

HISTORY

1. New section filed 9-10-2009; operative 9-10-2009 pursuant to Government Code section 11343.4 (Register 2009, No. 37).

§ 492.2. Penalties.

- (a) A local agency may establish and administer penalties to the project applicant for non-compliance with the ordinance to the extent permitted by law.

NOTE: Authority cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

HISTORY

1. New section filed 9-10-2009; operative 9-10-2009 pursuant to Government Code section 11343.4 (Register 2009, No. 37).

§ 492.3. Elements of the Landscape Documentation Package.

- (a) The Landscape Documentation Package shall include the following six (6) elements:
- (1) project information;
 - (A) date
 - (B) project applicant
 - (C) project address (if available, parcel and/or lot number(s))
 - (D) total landscape area (square feet)
 - (E) project type (e.g., new, rehabilitated, public, private, cemetery, homeowner-installed)
 - (F) water supply type (e.g., potable, recycled, well) and identify the local retail water purveyor if the applicant is not served by a private well
 - (G) checklist of all documents in Landscape Documentation Package
 - (H) project contacts to include contact information for the project applicant and property owner
 - (1) applicant signature and date with statement, "I agree to comply with the requirements of the water efficient landscape ordinance and submit a complete Landscape Documentation Package".

- (2) Water Efficient Landscape Worksheet;
 - (A) hydrozone information table
 - (B) water budget calculations
 1. Maximum Applied Water Allowance (MAWA)
 2. Estimated Total Water Use (ETWU)
 - (3) soil management report;
 - (4) landscape design plan;
 - (5) irrigation design plan; and
 - (6) grading design plan.

NOTE: Authority cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

HISTORY

1. New section filed 9-10-2009; operative 9-10-2009 pursuant to Government Code section 11343.4 (Register 2009, No. 37).

§ 492.4. Water Efficient Landscape Worksheet.

- (a) A project applicant shall complete the Water Efficient Landscape Worksheet in Appendix B which contains information on the plant factor, irrigation method, irrigation efficiency, and area associated with each hydrozone. Calculations are then made to show that the evapotranspiration adjustment factor (ETAF) for the landscape project does not exceed a factor of 0.55 for residential areas and 0.45 for non-residential areas, exclusive of Special Landscape Areas. The ETAF for a landscape project is based on the plant factors and irrigation methods selected. The Maximum Applied Water Allowance is calculated based on the maximum ETAF allowed (0.55 for residential areas and 0.45 for non-residential areas) and expressed as annual gallons required. The Estimated Total Water Use (ETWU) is calculated based on the plants used and irrigation method selected for the landscape design. ETWU must be below the MAWA.

(1) In calculating the Maximum Applied Water Allowance and Estimated Total Water Use, a project applicant shall use the ET values from the Reference Evapotranspiration Table in Appendix A. For geographic areas not covered in Appendix A, use data from other cities located nearby in the same reference evapotranspiration zone, as found in the CIMIS Reference Evapotranspiration Zones Map, Department of Water Resources, 1999.

(b) Water budget calculations shall adhere to the following requirements:

(1) The plant factor used shall be from WUCOLS or from horticultural researchers with academic institutions or professional associations as approved by the California Department of Water Resources (DWR). The plant factor ranges from 0 to 0.1 for very low water using plants, 0.1 to 0.3 for low water use plants, from 0.4 to 0.6 for moderate water use plants, and from 0.7 to 1.0 for high water use plants.

(2) All water features shall be included in the high water use hydrozone and temporarily irrigated areas shall be included in the low water use hydrozone.

(3) All Special Landscape Areas shall be identified and their water use calculated as shown in Appendix B.

(4) ETAF for new and existing (non-rehabilitated) Special Landscape Areas shall not exceed 1.0.

NOTE: Authority cited: Section 65595, Government Code; and sections 11 and 30, Governor's Exec. Order No. B-29-15 (April 1, 2015). Reference: Section 65596, Government Code; and section 11, Governor's Exec. Order No. B-29-15 (April 1, 2015).

HISTORY

1. New section filed 9-10-2009; operative 9-10-2009 pursuant to Government Code section 11343.4 (Register 2009, No. 37).
2. Amendment of section and NOTE filed 9-15-2015; operative 9-15-2015. Exempt from OAL review and submitted to OAL for printing only pursuant to Governor's Executive Order No. B-29-15 (4-1-2015) (Register 2015, No. 38).

§ 492.5. Soil Management Report.

- (a) In order to reduce runoff and encourage healthy plant growth, a soil management report shall be completed by the project applicant, or his/her designee, as follows:

(1) Submit soil samples to a laboratory for analysis and recommendations.

(A) Soil sampling shall be conducted in accordance with laboratory protocol, including protocols regarding adequate sampling depth for the intended plants.

(B) The soil analysis shall include:

1. soil texture;
2. infiltration rate determined by laboratory test or soil texture infiltration rate table;
3. pH;
4. total soluble salts;
5. sodium;
6. percent organic matter; and
7. recommendations.

(C) In projects with multiple landscape installations (i.e. production home developments) a soil sampling rate of 1 in 7 lots or approximately 15% will satisfy this requirement. Large landscape projects shall sample at a rate equivalent to 1 in 7 lots.

(2) The project applicant, or his/her designee, shall comply with one of the following:

(A) If significant mass grading is not planned, the soil analysis report shall be submitted to the local agency as part of the Landscape Documentation Package; or

(B) If significant mass grading is planned, the soil analysis report shall be submitted to the local agency as part of the Certificate of Completion.

(3) The soil analysis report shall be made available, in a timely manner, to the professionals preparing the landscape design plans and irrigation design plans to make any necessary adjustments to the design plans.

(4) The project applicant, or his/her designee, shall submit documentation verifying implementation of soil analysis report recommendations to the local agency with Certificate of Completion.

NOTE: Authority cited: Section 65595, Government Code; and sections 11 and 30, Governor's Exec. Order No. B-29-15 (April 1, 2015). Reference: Section 65596, Government Code; and section 11, Governor's Exec. Order No. B-29-15 (April 1, 2015).

HISTORY

1. New section filed 9-10-2009; operative 9-10-2009 pursuant to Government Code section 11343.4 (Register 2009, No. 37).
2. Amendment of subsection (a)(1)(B), new subsection (a)(1)(C) and amendment of NOTE filed 9-15-2015; operative 9-15-2015. Exempt from OAL review and submitted to OAL for printing only pursuant to Governor's Executive Order No. B-29-15 (4-1-2015) (Register 2015, No. 38).

§ 492.6. Landscape Design Plan.

(a) For the efficient use of water, a landscape shall be carefully designed and planned for the intended function of the project. A landscape design plan meeting the following design criteria shall be submitted as part of the Landscape Documentation Package.

(1) Plant Material

(A) Any plant may be selected for the landscape, providing the Estimated Total Water Use in the landscape area does not exceed the Maximum Applied Water Allowance. Methods to achieve water efficiency shall include one or more of the following:

1. protection and preservation of native species and natural vegetation;
2. selection of water-conserving plant, tree and turf species, especially local native plants;
3. selection of plants based on local climate suitability, disease and pest resistance;
4. selection of trees based on applicable local tree ordinances or tree shading guidelines, and size at maturity as appropriate for the planting area; and
5. selection of plants from local and regional landscape program plant lists.
6. selection of plants from local Fuel Modification Plan Guidelines.

(B) Each hydrozone shall have plant materials with similar water use, with the exception of hydrozones with plants of mixed water use, as specified in Section 492.7(a)(2)(D).

(C) Plants shall be selected and planted appropriately based upon their adaptability to the climatic, geologic, and topographical conditions of the

project site. Methods to achieve water efficiency shall include one or more of the following:

1. use the Sunset Western Climate Zone System which takes into account temperature, humidity, elevation, terrain, latitude, and varying degrees of continental and marine influence on local climate;
2. recognize the horticultural attributes of plants (i.e., mature plant size, invasive surface roots) to minimize damage to property or infrastructure [e.g., buildings, sidewalks, power lines]; allow for adequate soil volume for healthy root growth; and
3. consider the solar orientation for plant placement to maximize summer shade and winter solar gain.

(D) Turf is not allowed on slopes greater than 25% where the toe of the slope is adjacent to an impermeable hardscape and where 25% means 1 foot of vertical elevation change for every 4 feet of horizontal length (rise divided by run x 100 = slope percent).

(E) High water use plants, characterized by a plant factor of 0.7 to 1.0, are prohibited in street medians.

(F) A landscape design plan for projects in fire-prone areas shall address fire safety and prevention. A defensible space or zone around a building or structure is required per Public Resources Code Section 4291(a) and (b). Avoid fire-prone plant materials and highly flammable mulches. Refer to the local Fuel Modification Plan guidelines.

(G) The use of invasive plant species, such as those listed by the California Invasive Plant Council, is strongly discouraged.

(H) The architectural guidelines of a common interest development, which include community apartment projects, condominiums, planned developments, and stock cooperatives, shall not prohibit or include conditions that have the effect of prohibiting the use of low-water use plants as a group.

(2) Water Features

(A) Recirculating water systems shall be used for water features.

(B) Where available, recycled water shall be used as a source for decorative water features.

(C) Surface area of a water feature shall be included in the high water use hydrozone area of the water budget calculation.

(D) Pool and spa covers are highly recommended.

(3) Soil Preparation, Mulch and Amendments

(A) Prior to the planting of any materials, compacted soils shall be transformed to a friable condition. On engineered slopes, only amended planting holes need meet this requirement.

(B) Soil amendments shall be incorporated according to recommendations of the soil report and what is appropriate for the plants selected (see Section 492.5).

(C) For landscape installations, compost at a rate of a minimum of four cubic yards per 1,000 square feet of permeable area shall be incorporated to a depth of six inches into the soil. Soils with greater than 6% organic matter in the top 6 inches of soil are exempt from adding compost and tilling.

(D) A minimum three inch (3") layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated. To provide habitat for beneficial insects and other wildlife, up to 5 % of the landscape area may be left without mulch. Designated insect habitat must be included in the landscape design plan as such.

(E) Stabilizing mulching products shall be used on slopes that meet current engineering standards.

(F) The mulching portion of the seed/mulch slurry in hydro-seeded applications shall meet the mulching requirement.

(G) Organic mulch materials made from recycled or post-consumer shall take precedence over inorganic materials or virgin forest products unless the recycled post-consumer organic products are not locally available. Organic mulches are not required where prohibited by local Fuel Modification Plan Guidelines or other applicable local ordinances.

(b) The landscape design plan, at a minimum, shall:

(1) delineate and label each hydrozone by number, letter, or other method;

(2) identify each hydrozone as low, moderate, high water, or mixed water use. Temporarily irrigated areas of the landscape shall be included in the low water use hydrozone for the water budget calculation;

(3) identify recreational areas;

(4) identify areas permanently and solely dedicated to edible plants;

(5) identify areas irrigated with recycled water;

(6) identify type of mulch and application depth;

(7) identify soil amendments, type, and quantity;

(8) identify type and surface area of water features;

(9) identify hardscapes (pervious and non-pervious);

(10) identify location, installation details, and 24-hour retention or infiltration capacity of any applicable stormwater best management practices that encourage on-site retention and infiltration of stormwater. Project applicants shall refer to the local agency or regional Water Quality Control Board for information on any applicable stormwater technical requirements. Stormwater best management practices are encouraged in the landscape design plan and examples are provided in Section 492.16.

(11) identify any applicable rain harvesting or catchment technologies as discussed in Section 492.16 and their 24-hour retention or infiltration capacity;

(12) identify any applicable graywater discharge piping, system components and area(s) of distribution;

(13) contain the following statement: "I have complied with the criteria of the ordinance and applied them for the efficient use of water in the landscape design plan"; and

(14) bear the signature of a licensed landscape architect, licensed landscape contractor, or any other person authorized to design a landscape. (See Sections 5500.1, 5615, 5641, 5641.1, 5641.2, 5641.3, 5641.4, 5641.5, 5641.6, 6701, 7027.5 of the Business and Professions Code, Section 832.27 of Title 16 of the California Code of Regulations, and Section 6721 of the Food and Agriculture Code.)

NOTE: Authority cited: Section 65595, Government Code; and sections 11 and 30, Governor's Exec. Order No. B-29-15 (April 1, 2015). Reference: Section 65596, Government Code; Section 1351, Civil Code; and section 11, Governor's Exec. Order No. B-29-15 (April 1, 2015).

HISTORY

1. New section filed 9-10-2009; operative 9-10-2009 pursuant to Government Code section 11343.4 (Register 2009, No. 37).

2. Amendment of section and NOTE filed 9-15-2015; operative 9-15-2015. Exempt from OAL review and submitted to OAL for printing only pursuant to Governor's Executive Order No. B-29-15 (4-1-2015) (Register 2015, No. 38).

§ 492.7. Irrigation Design Plan.

(a) This section applies to landscaped areas requiring permanent irrigation, not areas that require temporary irrigation solely for the plant establishment period. For the efficient use of water, an irrigation system shall meet all the requirements listed in this section and the manufacturers' recommendations. The irrigation system and its related components shall be planned and designed to allow for proper installation, management, and maintenance. An irrigation design plan meeting the following design criteria shall be submitted as part of the Landscape Documentation Package.

(1) System

(A) Landscape water meters, defined as either a dedicated water service meter or private submeter, shall be installed for all non-residential irrigated landscapes of 1,000 sq. ft. but not more than 5,000 sq. ft. (the level at which Water Code 535 applies) and residential irrigated landscapes of 5,000 sq. ft. or greater. A landscape water meter may be either:

1. a customer service meter dedicated to landscape use provided by the local water purveyor; or

2. a privately owned meter or submeter.

(B) Automatic irrigation controllers utilizing either evapotranspiration or soil moisture sensor data utilizing non-volatile memory shall be required for irrigation scheduling in all irrigation systems.

(C) If the water pressure is below or exceeds the recommended pressure of the specified irrigation devices, the installation of a pressure regu-

lating device is required to ensure that the dynamic pressure at each emission device is within the manufacturer's recommended pressure range for optimal performance.

1. If the static pressure is above or below the required dynamic pressure of the irrigation system, pressure-regulating devices such as inline pressure regulators, booster pumps, or other devices shall be installed to meet the required dynamic pressure of the irrigation system.

2. Static water pressure, dynamic or operating pressure, and flow reading of the water supply shall be measured at the point of connection. These pressure and flow measurements shall be conducted at the design stage. If the measurements are not available at the design stage, the measurements shall be conducted at installation.

(D) Sensors (rain, freeze, wind, etc.), either integral or auxiliary, that suspend or alter irrigation operation during unfavorable weather conditions shall be required on all irrigation systems, as appropriate for local climatic conditions. Irrigation should be avoided during windy or freezing weather or during rain.

(E) Manual shut-off valves (such as a gate valve, ball valve, or butterfly valve) shall be required, as close as possible to the point of connection of the water supply, to minimize water loss in case of an emergency (such as a main line break) or routine repair.

(F) Backflow prevention devices shall be required to protect the water supply from contamination by the irrigation system. A project applicant shall refer to the applicable local agency code (i.e., public health) for additional backflow prevention requirements.

(G) Flow sensors that detect high flow conditions created by system damage or malfunction are required for all on non-residential landscapes and residential landscapes of 5000 sq. ft. or larger.

(H) Master shut-off valves are required on all projects except landscapes that make use of technologies that allow for the individual control of sprinklers that are individually pressurized in a system equipped with low pressure shut down features.

(I) The irrigation system shall be designed to prevent runoff, low head drainage, overspray, or other similar conditions where irrigation water flows onto non-targeted areas, such as adjacent property, non-irrigated areas, hardscapes, roadways, or structures.

(J) Relevant information from the soil management plan, such as soil type and infiltration rate, shall be utilized when designing irrigation systems.

(K) The design of the irrigation system shall conform to the hydrozones of the landscape design plan.

(L) The irrigation system must be designed and installed to meet, at a minimum, the irrigation efficiency criteria as described in Section 492.4 regarding the Maximum Applied Water Allowance.

(M) All irrigation emission devices must meet the requirements set in the American National Standards Institute (ANSI) standard, American Society of Agricultural and Biological Engineers/International Code Council's (ASABE/ICC) 802-2014 "Landscape Irrigation Sprinkler and Emitter Standard, All sprinkler heads installed in the landscape must document a distribution uniformity low quarter of 0.65 or higher using the protocol defined in ASABE/ICC 802-2014.

(N) It is highly recommended that the project applicant or local agency inquire with the local water purveyor about peak water operating demands (on the water supply system) or water restrictions that may impact the effectiveness of the irrigation system.

(O) In mulched planting areas, the use of low volume irrigation is required to maximize water infiltration into the root zone.

(P) Sprinkler heads and other emission devices shall have matched precipitation rates, unless otherwise directed by the manufacturer's recommendations.

(Q) Head to head coverage is recommended. However, sprinkler spacing shall be designed to achieve the highest possible distribution uniformity using the manufacturer's recommendations.

(R) Swing joints or other riser-protection components are required on all risers subject to damage that are adjacent to hardscapes or in high traffic areas of turfgrass.

(S) Check valves or anti-drain valves are required on all sprinkler heads where low point drainage could occur.

(T) Areas less than ten (10) feet in width in any direction shall be irrigated with subsurface irrigation or other means that produces no runoff or overspray.

(U) Overhead irrigation shall not be permitted within 24 inches of any non-permeable surface. Allowable irrigation within the setback from non-permeable surfaces may include drip, drip line, or other low flow non-spray technology. The setback area may be planted or unplanted. The surfacing of the setback may be mulch, gravel, or other porous material. These restrictions may be modified if:

1. the landscape area is adjacent to permeable surfacing and no runoff occurs; or
2. the adjacent non-permeable surfaces are designed and constructed to drain entirely to landscaping; or
3. the irrigation designer specifies an alternative design or technology, as part of the Landscape Documentation Package and clearly demonstrates strict adherence to irrigation system design criteria in Section 492.7 (a)(1)(I). Prevention of overspray and runoff must be confirmed during the irrigation audit.

(V) Slopes greater than 25% shall not be irrigated with an irrigation system with a application rate exceeding 0.75 inches per hour. This restriction may be modified if the landscape designer specifies an alternative design or technology, as part of the Landscape Documentation Package, and clearly demonstrates no runoff or erosion will occur. Prevention of runoff and erosion must be confirmed during the irrigation audit.

(2) Hydrozone

(A) Each valve shall irrigate a hydrozone with similar site, slope, sun exposure, soil conditions, and plant materials with similar water use.

(B) Sprinkler heads and other emission devices shall be selected based on what is appropriate for the plant type within that hydrozone.

(C) Where feasible, trees shall be placed on separate valves from shrubs, groundcovers, and turf to facilitate the appropriate irrigation of trees. The mature size and extent of the root zone shall be considered when designing irrigation for the tree.

(D) Individual hydrozones that mix plants of moderate and low water use, or moderate and high water use, may be allowed if:

1. plant factor calculation is based on the proportions of the respective plant water uses and their plant factor; or
2. the plant factor of the higher water using plant is used for calculations.

(E) Individual hydrozones that mix high and low water use plants shall not be permitted.

(F) On the landscape design plan and irrigation design plan, hydrozone areas shall be designated by number, letter, or other designation. On the irrigation design plan, designate the areas irrigated by each valve, and assign a number to each valve. Use this valve number in the Hydrozone Information Table (see Appendix B Section A). This table can also assist with the irrigation audit and programming the controller.

(b) The irrigation design plan, at a minimum, shall contain:

- (1) location and size of separate water meters for landscape;
- (2) location, type and size of all components of the irrigation system, including controllers, main and lateral lines, valves, sprinkler heads, moisture sensing devices, rain switches, quick couplers, pressure regulators, and backflow prevention devices;
- (3) static water pressure at the point of connection to the public water supply;
- (4) flow rate (gallons per minute), application rate (inches per hour), and design operating pressure (pressure per square inch) for each station;
- (5) recycled water irrigation systems as specified in Section 492.14;
- (6) the following statement: "I have complied with the criteria of the ordinance and applied them accordingly for the efficient use of water in the irrigation design plan"; and
- (7) the signature of a licensed landscape architect, certified irrigation designer, licensed landscape contractor, or any other person authorized

to design an irrigation system. (See Sections 5500.1, 5615, 5641, 5641.1, 5641.2, 5641.3, 5641.4, 5641.5, 5641.6, 6701, 7027.5 of the Business and Professions Code, Section 832.27 of Title 16 of the California Code of Regulations, and Section 6721 of the Food and Agricultural Code.)
NOTE: Authority cited: Section 65595, Government Code; and sections 11 and 30, Governor's Exec. Order No. B-29-15 (April 1, 2015). Reference: Section 65596, Government Code; and section 11, Governor's Exec. Order No. B-29-15 (April 1, 2015).

HISTORY

1. New section filed 9-10-2009; operative 9-10-2009 pursuant to Government Code section 11343.4 (Register 2009, No. 37).
2. Amendment of section and NOTE filed 9-15-2015; operative 9-15-2015. Exempt from OAL review and submitted to OAL for printing only pursuant to Governor's Executive Order No. B-29-15 (4-1-2015) (Register 2015, No. 38).

§ 492.8. Grading Design Plan.

(a) For the efficient use of water, grading of a project site shall be designed to minimize soil erosion, runoff, and water waste. A grading plan shall be submitted as part of the Landscape Documentation Package. A comprehensive grading plan prepared by a civil engineer for other local agency permits satisfies this requirement.

(1) The project applicant shall submit a landscape grading plan that indicates finished configurations and elevations of the landscape area including:

- (A) height of graded slopes;
- (B) drainage patterns;
- (C) pad elevations;
- (D) finish grade; and
- (E) stormwater retention improvements, if applicable.

(2) To prevent excessive erosion and runoff, it is highly recommended that project applicants:

- (A) grade so that all irrigation and normal rainfall remains within property lines and does not drain on to non-permeable hardscapes;
- (B) avoid disruption of natural drainage patterns and undisturbed soil; and
- (C) avoid soil compaction in landscape areas.

(3) The grading design plan shall contain the following statement: "I have complied with the criteria of the ordinance and applied them accordingly for the efficient use of water in the grading design plan" and shall bear the signature of a licensed professional as authorized by law.

NOTE: Authority cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

HISTORY

1. New section filed 9-10-2009; operative 9-10-2009 pursuant to Government Code section 11343.4 (Register 2009, No. 37).

§ 492.9. Certificate of Completion.

(a) The Certificate of Completion (see Appendix C for a sample certificate) shall include the following six (6) elements:

- (1) project information sheet that contains:
 - (A) date;
 - (B) project name;
 - (C) project applicant name, telephone, and mailing address;
 - (D) project address and location; and
 - (E) property owner name, telephone, and mailing address;
- (2) certification by either the signer of the landscape design plan, the signer of the irrigation design plan, or the licensed landscape contractor that the landscape project has been installed per the approved Landscape Documentation Package;
 - (A) where there have been significant changes made in the field during construction, these "as-built" or record drawings shall be included with the certification;
 - (B) A diagram of the irrigation plan showing hydrozones shall be kept with the irrigation controller for subsequent management purposes.
- (3) irrigation scheduling parameters used to set the controller (see Section 492.10);
- (4) landscape and irrigation maintenance schedule (see Section 492.11);
- (5) irrigation audit report (see Section 492.12); and

(6) soil analysis report, if not submitted with Landscape Documentation Package, and documentation verifying implementation of soil report recommendations (see Section 492.5).

(b) The project applicant shall:

(1) submit the signed Certificate of Completion to the local agency for review;

(2) ensure that copies of the approved Certificate of Completion are submitted to the local water purveyor and property owner or his or her designee.

(c) The local agency shall:

(1) receive the signed Certificate of Completion from the project applicant;

(2) approve or deny the Certificate of Completion. If the Certificate of Completion is denied, the local agency shall provide information to the project applicant regarding reapplication, appeal, or other assistance.

NOTE: Authority cited: Section 65595, Government Code; and sections 11 and 30, Governor's Exec. Order No. B-29-15 (April 1, 2015). Reference: Section 65596, Government Code; and section 11, Governor's Exec. Order No. B-29-15 (April 1, 2015).

HISTORY

1. New section filed 9-10-2009; operative 9-10-2009 pursuant to Government Code section 11343.4 (Register 2009, No. 37).

2. New subsection (a)(2)(B) and amendment of NOTE filed 9-15-2015; operative 9-15-2015. Exempt from OAL review and submitted to OAL for printing only pursuant to Governor's Executive Order No. B-29-15 (4-1-2015) (Register 2015, No. 38).

§ 492.10. Irrigation Scheduling.

(a) For the efficient use of water, all irrigation schedules shall be developed, managed, and evaluated to utilize the minimum amount of water required to maintain plant health. Irrigation schedules shall meet the following criteria:

(1) Irrigation scheduling shall be regulated by automatic irrigation controllers.

(2) Overhead irrigation shall be scheduled between 8:00 p.m. and 10:00 a.m. unless weather conditions prevent it. If allowable hours of irrigation differ from the local water purveyor, the stricter of the two shall apply. Operation of the irrigation system outside the normal watering window is allowed for auditing and system maintenance.

(3) For implementation of the irrigation schedule, particular attention must be paid to irrigation run times, emission device, flow rate, and current reference evapotranspiration, so that applied water meets the Estimated Total Water Use. Total annual applied water shall be less than or equal to Maximum Applied Water Allowance (MAWA). Actual irrigation schedules shall be regulated by automatic irrigation controllers using current reference evapotranspiration data (e.g., CIMIS) or soil moisture sensor data.

(4) Parameters used to set the automatic controller shall be developed and submitted for each of the following:

(A) the plant establishment period;

(B) the established landscape; and

(C) temporarily irrigated areas.

(5) Each irrigation schedule shall consider for each station all of the following that apply:

(A) irrigation interval (days between irrigation);

(B) irrigation run times (hours or minutes per irrigation event to avoid runoff);

(C) number of cycle starts required for each irrigation event to avoid runoff;

(D) amount of applied water scheduled to be applied on a monthly basis;

(E) application rate setting;

(F) root depth setting;

(G) plant type setting;

(H) soil type;

(I) slope factor setting;

(J) shade factor setting; and

(K) irrigation uniformity or efficiency setting.

NOTE: Authority cited: Section 65595, Government Code. Reference: Section 65596, Government Code.

HISTORY

1. New section filed 9-10-2009; operative 9-10-2009 pursuant to Government Code section 11343.4 (Register 2009, No. 37).

§ 492.11. Landscape and Irrigation Maintenance Schedule.

(a) Landscapes shall be maintained to ensure water use efficiency. A regular maintenance schedule shall be submitted with the Certificate of Completion.

(b) A regular maintenance schedule shall include, but not be limited to, routine inspection; auditing, adjustment and repair of the irrigation system and its components; aerating and dethatching turf areas; topdressing with compost, replenishing mulch; fertilizing; pruning; weeding in all landscape areas, and removing obstructions to emission devices. Operation of the irrigation system outside the normal watering window is allowed for auditing and system maintenance.

(c) Repair of all irrigation equipment shall be done with the originally installed components or their equivalents or with components with greater efficiency.

(d) A project applicant is encouraged to implement established landscape industry sustainable Best Practices for all landscape maintenance activities.

NOTE: Authority cited: Section 65595, Government Code; and sections 11 and 30, Governor's Exec. Order No. B-29-15 (April 1, 2015). Reference: Section 65596, Government Code; and section 11, Governor's Exec. Order No. B-29-15 (April 1, 2015).

HISTORY

1. New section filed 9-10-2009; operative 9-10-2009 pursuant to Government Code section 11343.4 (Register 2009, No. 37).

2. Amendment of section and NOTE filed 9-15-2015; operative 9-15-2015. Exempt from OAL review and submitted to OAL for printing only pursuant to Governor's Executive Order No. B-29-15 (4-1-2015) (Register 2015, No. 38).

§ 492.12. Irrigation Audit, Irrigation Survey, and Irrigation Water Use Analysis.

(a) All landscape irrigation audits shall be conducted by a local agency landscape irrigation auditor or a third party certified landscape irrigation auditor. Landscape audits shall not be conducted by the person who designed the landscape or installed the landscape.

(b) In large projects or projects with multiple landscape installations (i.e. production home developments) an auditing rate of 1 in 7 lots or approximately 15% will satisfy this requirement.

(c) For new construction and rehabilitated landscape projects installed after December 1, 2015, as described in Section 490.1:

(1) the project applicant shall submit an irrigation audit report with the Certificate of Completion to the local agency that may include, but is not limited to: inspection, system tune-up, system test with distribution uniformity, reporting overspray or run off that causes overland flow, and preparation of an irrigation schedule, including configuring irrigation controllers with application rate, soil types, plant factors, slope, exposure and any other factors necessary for accurate programming;

(2) the local agency shall administer programs that may include, but not be limited to, irrigation water use analysis, irrigation audits, and irrigation surveys for compliance with the Maximum Applied Water Allowance.

NOTE: Authority cited: Section 65595, Government Code; and sections 11 and 30, Governor's Exec. Order No. B-29-15 (April 1, 2015). Reference: Section 65596, Government Code; and section 11, Governor's Exec. Order No. B-29-15 (April 1, 2015).

HISTORY

1. New section filed 9-10-2009; operative 9-10-2009 pursuant to Government Code section 11343.4 (Register 2009, No. 37).

2. Amendment of section and NOTE filed 9-15-2015; operative 9-15-2015. Exempt from OAL review and submitted to OAL for printing only pursuant to Governor's Executive Order No. B-29-15 (4-1-2015) (Register 2015, No. 38).

§ 492.13. Irrigation Efficiency.

(a) For the purpose of determining Estimated Total Water Use, average irrigation efficiency is assumed to be 0.75 for overhead spray devices and 0.81 for drip system devices.

NOTE: Authority cited: Section 65595, Government Code; and sections 11 and 30, Governor's Exec. Order No. B-29-15 (April 1, 2015). Reference: Section 65596,

Government Code; and section 11, Governor's Exec. Order No. B-29-15 (April 1, 2015).

HISTORY

1. New section filed 9-10-2009; operative 9-10-2009 pursuant to Government Code section 11343.4 (Register 2009, No. 37).
2. Amendment of section and NOTE filed 9-15-2015; operative 9-15-2015. Exempt from OAL review and submitted to OAL for printing only pursuant to Governor's Executive Order No. B-29-15 (4-1-2015) (Register 2015, No. 38).

§ 492.14. Recycled Water.

(a) The installation of recycled water irrigation systems shall allow for the current and future use of recycled water.

(b) All recycled water irrigation systems shall be designed and operated in accordance with all applicable local and State laws.

(c) Landscapes using recycled water are considered Special Landscape Areas. The ET Adjustment Factor for new and existing (non-rehabilitated) Special Landscape Areas shall not exceed 1.0.

NOTE: Authority cited: Section 65595, Government Code; and sections 11 and 30, Governor's Exec. Order No. B-29-15 (April 1, 2015). Reference: Section 65596, Government Code; and section 11, Governor's Exec. Order No. B-29-15 (April 1, 2015).

HISTORY

1. New section filed 9-10-2009; operative 9-10-2009 pursuant to Government Code section 11343.4 (Register 2009, No. 37).
2. Amendment of section and NOTE filed 9-15-2015; operative 9-15-2015. Exempt from OAL review and submitted to OAL for printing only pursuant to Governor's Executive Order No. B-29-15 (4-1-2015) (Register 2015, No. 38).

§ 492.15. Graywater Systems.

(a) Graywater systems promote the efficient use of water and are encouraged to assist in on-site landscape irrigation. All graywater systems shall conform to the California Plumbing Code (Title 24, Part 5, Chapter 16) and any applicable local ordinance standards. Refer to § 490.1 (d) for the applicability of this ordinance to landscape areas less than 2,500 square feet with the Estimated Total Water Use met entirely by graywater.

NOTE: Authority cited: Section 65595, Government Code; and sections 11 and 30, Governor's Exec. Order No. B-29-15 (April 1, 2015). Reference: Section 65596, Government Code; and section 11, Governor's Exec. Order No. B-29-15 (April 1, 2015).

HISTORY

1. New section filed 9-10-2009; operative 9-10-2009 pursuant to Government Code section 11343.4 (Register 2009, No. 37).
2. Renumbering of former section 492.15 to 492.16, new section 492.15 and amendment of NOTE filed 9-15-2015; operative 9-15-2015. Exempt from OAL review and submitted to OAL for printing only pursuant to Governor's Executive Order No. B-29-15 (4-1-2015) (Register 2015, No. 38).

§ 492.16. Stormwater Management and Rainwater Retention.

(a) Stormwater management practices minimize runoff and increase infiltration which recharges groundwater and improves water quality. Implementing stormwater best management practices into the landscape and grading design plans to minimize runoff and to increase on-site rainwater retention and infiltration are encouraged.

(b) Project applicants shall refer to the local agency or Regional Water Quality Control Board for information on any applicable stormwater technical requirements.

(c) All planted landscape areas are required to have friable soil to maximize water retention and infiltration. Refer to § 492.6(a)(3).

(d) It is strongly recommended that landscape areas be designed for capture and infiltration capacity that is sufficient to prevent runoff from impervious surfaces (i.e. roof and paved areas) from either: the one inch, 24-hour rain event or (2) the 85th percentile, 24-hour rain event, and/or additional capacity as required by any applicable local, regional, state or federal regulation.

(e) It is recommended that storm water projects incorporate any of the following elements to improve on-site storm water and dry weather runoff capture and use:

- Grade impervious surfaces, such as driveways, during construction to drain to vegetated areas.

- Minimize the area of impervious surfaces such as paved areas, roof and concrete driveways.
- Incorporate pervious or porous surfaces (e.g., gravel, permeable pavers or blocks, pervious or porous concrete) that minimize runoff.
- Direct runoff from paved surfaces and roof areas into planting beds or landscaped areas to maximize site water capture and reuse.
- Incorporate rain gardens, cisterns, and other rain harvesting or catchment systems.
- Incorporate infiltration beds, swales, basins and drywells to capture storm water and dry weather runoff and increase percolation into the soil.
- Consider constructed wetlands and ponds that retain water, equalize excess flow, and filter pollutants.

NOTE: Authority cited: Section 65595, Government Code; and sections 11 and 30, Governor's Exec. Order No. B-29-15 (April 1, 2015). Reference: Section 65596, Government Code; and section 11, Governor's Exec. Order No. B-29-15 (April 1, 2015).

HISTORY

1. New section filed 9-10-2009; operative 9-10-2009 pursuant to Government Code section 11343.4 (Register 2009, No. 37).
2. Renumbering of former section 492.16 to section 492.17 and renumbering of former section 492.15 to new section 492.16, including amendment of section heading, section and NOTE, filed 9-15-2015; operative 9-15-2015. Exempt from OAL review and submitted to OAL for printing only pursuant to Governor's Executive Order No. B-29-15 (4-1-2015) (Register 2015, No. 38).

§ 492.17. Public Education.

(a) Publications. Education is a critical component to promote the efficient use of water in landscapes. The use of appropriate principles of design, installation, management and maintenance that save water is encouraged in the community.

(1) A local agency or water supplier/purveyor shall provide information to owners of permitted renovations and new, single-family residential homes regarding the design, installation, management, and maintenance of water efficient landscapes based on a water budget.

(b) Model Homes. All model homes that are landscaped shall use signs and written information to demonstrate the principles of water efficient landscapes described in this ordinance.

(1) Signs shall be used to identify the model as an example of a water efficient landscape featuring elements such as hydrozones, irrigation equipment, and others that contribute to the overall water efficient theme. Signage shall include information about the site water use as designed per the local ordinance; specify who designed and installed the water efficient landscape; and demonstrate low water use approaches to landscaping such as using native plants, graywater systems, and rainwater catchment systems.

(2) Information shall be provided about designing, installing, managing, and maintaining water efficient landscapes.

NOTE: Authority cited: Section 65595, Government Code; and sections 11 and 30, Governor's Exec. Order No. B-29-15 (April 1, 2015). Reference: Section 65596, Government Code; and section 11, Governor's Exec. Order No. B-29-15 (April 1, 2015).

HISTORY

1. New section filed 9-10-2009; operative 9-10-2009 pursuant to Government Code section 11343.4 (Register 2009, No. 37).
2. Renumbering of former section 492.17 to new section 492.18 and renumbering of former section 492.16 to new section 492.17, including amendment of section and NOTE, filed 9-15-2015; operative 9-15-2015. Exempt from OAL review and submitted to OAL for printing only pursuant to Governor's Executive Order No. B-29-15 (4-1-2015) (Register 2015, No. 38).

§ 492.18. Environmental Review.

(a) The local agency must comply with the California Environmental Quality Act (CEQA), as appropriate.

NOTE: Authority cited: Section 21082, Public Resources Code; and sections 11 and 30, Governor's Exec. Order No. B-29-15 (April 1, 2015). Reference: Sections 21080 and 21082, Public Resources Code; and section 11, Governor's Exec. Order No. B-29-15 (April 1, 2015).

HISTORY

1. Renumbering of former section 492.17 to new section 492.18, including amendment of NOTE, filed 9-15-2015; operative 9-15-2015. Exempt from OAL review and submitted to OAL for printing only pursuant to Governor's Executive Order No. B-29-15 (4-1-2015) (Register 2015, No. 38).

§ 493. Provisions for Existing Landscapes.

(a) A local agency may by mutual agreement, designate another agency, such as a water purveyor, to implement some or all of the requirements contained in this ordinance. Local agencies may collaborate with water purveyors to define each entity's specific responsibilities relating to this ordinance.

NOTE: Authority cited: Section 65595, Government Code; and sections 11 and 30, Governor's Exec. Order No. B-29-15 (April 1, 2015). Reference: Section 65596, Government Code; and section 11, Governor's Exec. Order No. B-29-15 (April 1, 2015).

HISTORY

1. New section filed 7-31-92; operative 7-31-92 (Register 92, No. 32).
2. Repealer and new section and amendment of NOTE filed 9-10-2009; operative 9-10-2009 pursuant to Government Code section 11343.4 (Register 2009, No. 37).
3. Amendment of section and NOTE filed 9-15-2015; operative 9-15-2015. Exempt from OAL review and submitted to OAL for printing only pursuant to Governor's Executive Order No. B-29-15 (4-1-2015) (Register 2015, No. 38).

§ 493.1. Irrigation Audit, Irrigation Survey, and Irrigation Water Use Analysis.

(a) This section, 493.1, shall apply to all existing landscapes that were installed before December 1, 2015 and are over one acre in size.

(1) For all landscapes in 493.1 (a) that have a water meter, the local agency shall administer programs that may include, but not be limited to, irrigation water use analyses, irrigation surveys, and irrigation audits to evaluate water use and provide recommendations as necessary to reduce landscape water use to a level that does not exceed the Maximum Applied Water Allowance for existing landscapes. The Maximum Applied Water Allowance for existing landscapes shall be calculated as: $MAWA = (0.8)(ET_o)(LA)(0.62)$.

(2) For all landscapes in 493.1(a), that do not have a meter, the local agency shall administer programs that may include, but not be limited to, irrigation surveys and irrigation audits to evaluate water use and provide recommendations as necessary in order to prevent water waste.

(b) All landscape irrigation audits shall be conducted by a certified landscape irrigation auditor.

NOTE: Authority cited: Section 65595, Government Code; and sections 11 and 30, Governor's Exec. Order No. B-29-15 (April 1, 2015). Reference: Section 65596, Government Code; and section 11, Governor's Exec. Order No. B-29-15 (April 1, 2015).

HISTORY

1. New section filed 9-10-2009; operative 9-10-2009 pursuant to Government Code section 11343.4 (Register 2009, No. 37).
2. Amendment of subsection (a) and NOTE filed 9-15-2015; operative 9-15-2015. Exempt from OAL review and submitted to OAL for printing only pursuant to Governor's Executive Order No. B-29-15 (4-1-2015) (Register 2015, No. 38).

§ 493.2. Water Waste Prevention.

(a) Local agencies shall prevent water waste resulting from inefficient landscape irrigation by prohibiting runoff from leaving the target landscape due to low head drainage, overspray, or other similar conditions where water flows onto adjacent property, non-irrigated areas, walks, roadways, parking lots, or structures. Penalties for violation of these prohibitions shall be established locally.

(b) Restrictions regarding overspray and runoff may be modified if:

(1) the landscape area is adjacent to permeable surfacing and no runoff occurs; or

(2) the adjacent non-permeable surfaces are designed and constructed to drain entirely to landscaping.

NOTE: Authority cited: Section 65594, Government Code. Reference: Section 65596, Government Code.

HISTORY

1. New section filed 9-10-2009; operative 9-10-2009 pursuant to Government Code section 11343.4 (Register 2009, No. 37).

§ 494. Effective Precipitation.

(a) A local agency may consider Effective Precipitation (25% of annual precipitation) in tracking water use and may use the following equation to calculate Maximum Applied Water Allowance:

$MAWA = (ET_o - Eppt)(0.62) [(0.55 \times LA) + (0.45 \times SLA)]$ for residential areas.

$MAWA = (ET_o - EPPT)(0.62) [(0.45 \times LA) + (0.55 \times SLA)]$ for non-residential areas.

NOTE: Authority cited: Section 65595, Government Code; and sections 11 and 30, Governor's Exec. Order No. B-29-15 (April 1, 2015). Reference: Section 65596, Government Code; and section 11, Governor's Exec. Order No. B-29-15 (April 1, 2015).

HISTORY

1. Repealer and new section; new NOTE and new Appendices A-C filed 9-10-2009; operative 9-10-2009 pursuant to Government Code section 11343.4 (Register 2009, No. 37).
2. Amendment of section and NOTE filed 9-15-2015; operative 9-15-2015. Exempt from OAL review and submitted to OAL for printing only pursuant to Governor's Executive Order No. B-29-15 (4-1-2015) (Register 2015, No. 38).

§ 495. Reporting.

(a) Local agencies shall report on implementation and enforcement by December 31, 2015. Local agencies responsible for administering individual ordinances shall report on their updated ordinance, while those agencies developing a regional ordinance shall report on their existing ordinance. Those agencies crafting a regional ordinance shall also report on their new ordinance by March 1, 2016. Subsequently, reporting for all agencies will be due by January 31st of each year. Reports shall be submitted to the Department of Water Resources.

(b) Local agencies are to address the following:

(1) State whether you are adopting a single agency ordinance or a regional agency alliance ordinance, and the date of adoption or anticipated date of adoption.

(2) Define the reporting period. The reporting period shall commence on December 1, 2015 and the end on December 28, 2015. For local agencies crafting regional ordinances with other agencies, there shall be an additional reporting period commencing on February 1, 2016 and ending on February 28, 2016. In subsequent years, all local agency reporting will be for the calendar year.

(3) State if using a locally modified Water Efficient Landscape Ordinance (WELO) or the MWELo. If using a locally modified WELO, how is it different than MWELo, is it at least as efficient as MWELo, and are there any exemptions specified?

(4) State the entity responsible for implementing the ordinance.

(5) State number and types of projects subject to the ordinance during the specified reporting period.

(6) State the total area (in square feet or acres) subject to the ordinance over the reporting period, if available.

(7) Provide the number of new housing starts, new commercial projects, and landscape retrofits during the reporting period.

(8) Describe the procedure for review of projects subject to the ordinance.

(9) Describe actions taken to verify compliance. Is a plan check performed; if so, by what entity? Is a site inspection performed; if so, by what entity? Is a post-installation audit required; if so, by whom?

(10) Describe enforcement measures.

(11) Explain challenges to implementing and enforcing the ordinance.

(12) Describe educational and other needs to properly apply the ordinance.

NOTE: Authority cited: Section 65595, Government Code; and sections 11 and 30, Governor's Exec. Order No. B-29-15 (April 1, 2015). Reference: Section 65596, Government Code; and section 11, Governor's Exec. Order No. B-29-15 (April 1, 2015).

HISTORY

1. New section filed 9-15-2015; operative 9-15-2015. Exempt from OAL review and submitted to OAL for printing only pursuant to Governor's Executive Order No. B-29-15 (4-1-2015) (Register 2015, No. 38). For prior history, see Register 2009, No. 37.

Appendix A. Reference Evapotranspiration (ET_o) Table

Appendix A - Reference Evapotranspiration (ET _o) Table*													
County and City	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual ET _o
ALAMEDA													
Fremont	1.5	1.9	3.4	4.7	5.4	6.3	6.7	6.0	4.5	3.4	1.8	1.5	47.0
Livermore	1.2	1.5	2.9	4.4	5.9	6.6	7.4	6.4	5.3	3.2	1.5	0.9	47.2
Oakland	1.5	1.5	2.8	3.9	5.1	5.3	6.0	5.5	4.8	3.1	1.4	0.9	41.8
Oakland Foothills	1.1	1.4	2.7	3.7	5.1	6.4	5.8	4.9	3.6	2.6	1.4	1.0	39.6
Pleasanton	0.8	1.5	2.9	4.4	5.6	6.7	7.4	6.4	4.7	3.3	1.5	1.0	46.2
Union City	1.4	1.8	3.1	4.2	5.4	5.9	6.4	5.7	4.4	3.1	1.5	1.2	44.2
ALPINE													
Markleeville	0.7	0.9	2.0	3.5	5.0	6.1	7.3	6.4	4.4	2.6	1.2	0.5	40.6
AMADOR													
Jackson	1.2	1.5	2.8	4.4	6.0	7.2	7.9	7.2	5.3	3.2	1.4	0.9	48.9
Shanandoah Valley	1.0	1.7	2.9	4.4	5.6	6.8	7.9	7.1	5.2	3.6	1.7	1.0	48.8
BUTTE													
Chico	1.2	1.8	2.9	4.7	6.1	7.4	8.5	7.3	5.4	3.7	1.7	1.0	51.7
Durham	1.1	1.8	3.2	5.0	6.5	7.4	7.8	6.9	5.3	3.6	1.7	1.0	51.1
Gridley	1.2	1.8	3.0	4.7	6.1	7.7	8.5	7.1	5.4	3.7	1.7	1.0	51.9
Oroville	1.2	1.7	2.8	4.7	6.1	7.6	8.5	7.3	5.3	3.7	1.7	1.0	51.5
CALAVERAS													
San Andreas	1.2	1.5	2.8	4.4	6.0	7.3	7.9	7.0	5.3	3.2	1.4	0.7	48.8
COLUSA													
Colusa	1.0	1.7	3.4	5.0	6.4	7.6	8.3	7.2	5.4	3.8	1.8	1.1	52.8
Williams	1.2	1.7	2.9	4.5	6.1	7.2	8.5	7.3	5.3	3.4	1.6	1.0	50.8
CONTRA COSTA													
Brentwood	1.0	1.5	2.9	4.5	6.1	7.1	7.9	6.7	5.2	3.2	1.4	0.7	48.3
Concord	1.1	1.4	2.4	4.0	5.5	5.9	7.0	6.0	4.8	3.2	1.3	0.7	43.4
Courtland	0.9	1.5	2.9	4.4	6.1	6.9	7.9	6.7	5.3	3.2	1.4	0.7	48.0
Martinez	1.2	1.4	2.4	3.9	5.3	5.6	6.7	5.6	4.7	3.1	1.2	0.7	41.8
Moraga	1.2	1.5	3.4	4.2	5.5	6.1	6.7	5.9	4.6	3.2	1.6	1.0	44.9
Pittsburg	1.0	1.5	2.8	4.1	5.6	6.4	7.4	6.4	5.0	3.2	1.3	0.7	45.4
Walnut Creek	0.8	1.5	2.9	4.4	5.6	6.7	7.4	6.4	4.7	3.3	1.5	1.0	46.2
DEL NORTE													
Crescent City	0.5	0.9	2.0	3.0	3.7	3.5	4.3	3.7	3.0	2.0	0.9	0.5	27.7
EL DORADO													
Camino	0.9	1.7	2.5	3.9	5.9	7.2	7.8	6.8	5.1	3.1	1.5	0.9	47.3
FRESNO													
Clovis	1.0	1.5	3.2	4.8	6.4	7.7	8.5	7.3	5.3	3.4	1.4	0.7	51.4
Coalinga	1.2	1.7	3.1	4.6	6.2	7.2	8.5	7.3	5.3	3.4	1.6	0.7	50.9
Firebaugh	1.0	1.8	3.7	5.7	7.3	8.1	8.2	7.2	5.5	3.9	2.0	1.1	55.4
FivePoints	1.3	2.0	4.0	6.1	7.7	8.5	8.7	8.0	6.2	4.5	2.4	1.2	60.4
Fresno	0.9	1.7	3.3	4.8	6.7	7.8	8.4	7.1	5.2	3.2	1.4	0.6	51.1
Fresno State	0.9	1.6	3.2	5.2	7.0	8.0	8.7	7.6	5.4	3.6	1.7	0.9	53.7
Friant	1.2	1.5	3.1	4.7	6.4	7.7	8.5	7.3	5.3	3.4	1.4	0.7	51.3
Kerman	0.9	1.5	3.2	4.8	6.6	7.7	8.4	7.2	5.3	3.4	1.4	0.7	51.2
Kingsburg	1.0	1.5	3.4	4.8	6.6	7.7	8.4	7.2	5.3	3.4	1.4	0.7	51.6
Mendota	1.5	2.5	4.6	6.2	7.9	8.6	8.8	7.5	5.9	4.5	2.4	1.5	61.7
Orange Cove	1.2	1.9	3.5	4.7	7.4	8.5	8.9	7.9	5.9	3.7	1.8	1.2	56.7
Panoche	1.1	2.0	4.0	5.6	7.8	8.5	8.3	7.3	5.6	3.9	1.8	1.2	57.2
Parlier	1.0	1.9	3.6	5.2	6.8	7.6	8.1	7.0	5.1	3.4	1.7	0.9	52.0

Appendix A - Reference Evapotranspiration (ET_o) Table*													
County and City	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual ET_o
FRESNO													
Reedley	1.1	1.5	3.2	4.7	6.4	7.7	8.5	7.3	5.3	3.4	1.4	0.7	51.3
Westlands	0.9	1.7	3.8	6.3	8.0	8.6	8.6	7.8	5.9	4.3	2.1	1.1	58.8
GLENN													
Orland	1.1	1.8	3.4	5.0	6.4	7.5	7.9	6.7	5.3	3.9	1.8	1.4	52.1
Willows	1.2	1.7	2.9	4.7	6.1	7.2	8.5	7.3	5.3	3.6	1.7	1.0	51.3
HUMBOLDT													
Eureka	0.5	1.1	2.0	3.0	3.7	3.7	3.7	3.7	3.0	2.0	0.9	0.5	27.5
Ferndale	0.5	1.1	2.0	3.0	3.7	3.7	3.7	3.7	3.0	2.0	0.9	0.5	27.5
Garberville	0.6	1.2	2.2	3.1	4.5	5.0	5.5	4.9	3.8	2.4	1.0	0.7	34.9
Hoopa	0.5	1.1	2.1	3.0	4.4	5.4	6.1	5.1	3.8	2.4	0.9	0.7	35.6
IMPERIAL													
Brawley	2.8	3.8	5.9	8.0	10.4	11.5	11.7	10.0	8.4	6.2	3.5	2.1	84.2
Calipatria/Mulberry	2.4	3.2	5.1	6.8	8.6	9.2	9.2	8.6	7.0	5.2	3.1	2.3	70.7
El Centro	2.7	3.5	5.6	7.9	10.1	11.1	11.6	9.5	8.3	6.1	3.3	2.0	81.7
Holtville	2.8	3.8	5.9	7.9	10.4	11.6	12.0	10.0	8.6	6.2	3.5	2.1	84.7
Meloland	2.5	3.2	5.5	7.5	8.9	9.2	9.0	8.5	6.8	5.3	3.1	2.2	71.6
Palo Verde II	2.5	3.3	5.7	6.9	8.5	8.9	8.6	7.9	6.2	4.5	2.9	2.3	68.2
Seeley	2.7	3.5	5.9	7.7	9.7	10.1	9.3	8.3	6.9	5.5	3.4	2.2	75.4
Westmoreland	2.4	3.3	5.3	6.9	8.7	9.6	9.6	8.7	6.9	5.0	3.0	2.2	71.4
Yuma	2.5	3.4	5.3	6.9	8.7	9.6	9.6	8.7	6.9	5.0	3.0	2.2	71.6
INYO													
Bishop	1.7	2.7	4.8	6.7	8.2	10.9	7.4	9.6	7.4	4.8	2.5	1.6	68.3
Death Valley Jct	2.2	3.3	5.4	7.7	9.8	11.1	11.4	10.1	8.3	5.4	2.9	1.7	79.1
Independence	1.7	2.7	3.4	6.6	8.5	9.5	9.8	8.5	7.1	3.9	2.0	1.5	65.2
Lower Haiwee Res.	1.8	2.7	4.4	7.1	8.5	9.5	9.8	8.5	7.1	4.2	2.6	1.5	67.6
Oasis	2.7	2.8	5.9	8.0	10.4	11.7	11.6	10.0	8.4	6.2	3.4	2.1	83.1
KERN													
Arvin	1.2	1.8	3.5	4.7	6.6	7.4	8.1	7.3	5.3	3.4	1.7	1.0	51.9
Bakersfield	1.0	1.8	3.5	4.7	6.6	7.7	8.5	7.3	5.3	3.5	1.6	0.9	52.4
Bakersfield/Bonanza	1.2	2.2	3.7	5.7	7.4	8.2	8.7	7.8	5.7	4.0	2.1	1.2	57.9
Bakersfield/Greenlee	1.2	2.2	3.7	5.7	7.4	8.2	8.7	7.8	5.7	4.0	2.1	1.2	57.9
Belridge	1.4	2.2	4.1	5.5	7.7	8.5	8.6	7.8	6.0	3.8	2.0	1.5	59.2
Blackwells Corner	1.4	2.1	3.8	5.4	7.0	7.8	8.5	7.7	5.8	3.9	1.9	1.2	56.6
Buttonwillow	1.0	1.8	3.2	4.7	6.6	7.7	8.5	7.3	5.4	3.4	1.5	0.9	52.0
China Lake	2.1	3.2	5.3	7.7	9.2	10.0	11.0	9.8	7.3	4.9	2.7	1.7	74.8
Delano	0.9	1.8	3.4	4.7	6.6	7.7	8.5	7.3	5.4	3.4	1.4	0.7	52.0
Famoso	1.3	1.9	3.5	4.8	6.7	7.6	8.0	7.3	5.5	3.5	1.7	1.3	53.1
Grapevine	1.3	1.8	3.1	4.4	5.6	6.8	7.6	6.8	5.9	3.4	1.9	1.0	49.5
Inyokern	2.0	3.1	4.9	7.3	8.5	9.7	11.0	9.4	7.1	5.1	2.6	1.7	72.4
Isabella Dam	1.2	1.4	2.8	4.4	5.8	7.3	7.9	7.0	5.0	3.2	1.7	0.9	48.4
Lamont	1.3	2.4	4.4	4.6	6.5	7.0	8.8	7.6	5.7	3.7	1.6	0.8	54.4
Lost Hills	1.6	2.2	3.7	5.1	6.8	7.8	8.7	7.8	5.7	4.0	2.1	1.6	57.1
McFarland/Kern	1.2	2.1	3.7	5.6	7.3	8.0	8.3	7.4	5.6	4.1	2.0	1.2	56.5
Shafter	1.0	1.7	3.4	5.0	6.6	7.7	8.3	7.3	5.4	3.4	1.5	0.9	52.1
Taft	1.3	1.8	3.1	4.3	6.2	7.3	8.5	7.3	5.4	3.4	1.7	1.0	51.2
Tehachapi	1.4	1.8	3.2	5.0	6.1	7.7	7.9	7.3	5.9	3.4	2.1	1.2	52.9
KINGS													
Caruthers	1.6	2.5	4.0	5.7	7.8	8.7	9.3	8.4	6.3	4.4	2.4	1.6	62.7

Appendix A - Reference Evapotranspiration (ETo) Table*													
County and City	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual ETo
KINGS													
Corcoran	1.6	2.2	3.7	5.1	6.8	7.8	8.7	7.8	5.7	4.0	2.1	1.6	57.1
Hanford	0.9	1.5	3.4	5.0	6.6	7.7	8.3	7.2	5.4	3.4	1.4	0.7	51.5
Kettleman	1.1	2.0	4.0	6.0	7.5	8.5	9.1	8.2	6.1	4.5	2.2	1.1	60.2
Lemoore	0.9	1.5	3.4	5.0	6.6	7.7	8.3	7.3	5.4	3.4	1.4	0.7	51.7
Stratford	0.9	1.9	3.9	6.1	7.8	8.6	8.8	7.7	5.9	4.1	2.1	1.0	58.7
LAKE													
Lakeport	1.1	1.3	2.6	3.5	5.1	6.0	7.3	6.1	4.7	2.9	1.2	0.9	42.8
Lower Lake	1.2	1.4	2.7	4.5	5.3	6.3	7.4	6.4	5.0	3.1	1.3	0.9	45.4
LASSEN													
Buntingville	1.0	1.7	3.5	4.9	6.2	7.3	8.4	7.5	5.4	3.4	1.5	0.9	51.8
Ravendale	0.6	1.1	2.3	4.1	5.6	6.7	7.9	7.3	4.7	2.8	1.2	0.5	44.9
Susanville	0.7	1.0	2.2	4.1	5.6	6.5	7.8	7.0	4.6	2.8	1.2	0.5	44.0
LOS ANGELES													
Burbank	2.1	2.8	3.7	4.7	5.1	6.0	6.6	6.7	5.4	4.0	2.6	2.0	51.7
Claremont	2.0	2.3	3.4	4.6	5.0	6.0	7.0	7.0	5.3	4.0	2.7	2.1	51.3
El Dorado	1.7	2.2	3.6	4.8	5.1	5.7	5.9	5.9	4.4	3.2	2.2	1.7	46.3
Glendale	2.0	2.2	3.3	3.8	4.7	4.8	5.7	5.6	4.3	3.3	2.2	1.8	43.7
Glendora	2.0	2.5	3.6	4.9	5.4	6.1	7.3	6.8	5.7	4.2	2.6	2.0	53.1
Gorman	1.6	2.2	3.4	4.6	5.5	7.4	7.7	7.1	5.9	3.6	2.4	1.1	52.4
Hollywood Hills	2.1	2.2	3.8	5.4	6.0	6.5	6.7	6.4	5.2	3.7	2.8	2.1	52.8
Lancaster	2.1	3.0	4.6	5.9	8.5	9.7	11.0	9.8	7.3	4.6	2.8	1.7	71.1
Long Beach	1.8	2.1	3.3	3.9	4.5	4.3	5.3	4.7	3.7	2.8	1.8	1.5	39.7
Los Angeles	2.2	2.7	3.7	4.7	5.5	5.8	6.2	5.9	5.0	3.9	2.6	1.9	50.1
Monrovia	2.2	2.3	3.8	4.3	5.5	5.9	6.9	6.4	5.1	3.2	2.5	2.0	50.2
Palmdale	2.0	2.6	4.6	6.2	7.3	8.9	9.8	9.0	6.5	4.7	2.7	2.1	66.2
Pasadena	2.1	2.7	3.7	4.7	5.1	6.0	7.1	6.7	5.6	4.2	2.6	2.0	52.3
Pearblossom	1.7	2.4	3.7	4.7	7.3	7.7	9.9	7.9	6.4	4.0	2.6	1.6	59.9
Pomona	1.7	2.0	3.4	4.5	5.0	5.8	6.5	6.4	4.7	3.5	2.3	1.7	47.5
Redondo Beach	2.2	2.4	3.3	3.8	4.5	4.7	5.4	4.8	4.4	2.8	2.4	2.0	42.6
San Fernando	2.0	2.7	3.5	4.6	5.5	5.9	7.3	6.7	5.3	3.9	2.6	2.0	52.0
Santa Clarita	2.8	2.8	4.1	5.6	6.0	6.8	7.6	7.8	5.8	5.2	3.7	3.2	61.5
Santa Monica	1.8	2.1	3.3	4.5	4.7	5.0	5.4	5.4	3.9	3.4	2.4	2.2	44.2
MADERA													
Chowchilla	1.0	1.4	3.2	4.7	6.6	7.8	8.5	7.3	5.3	3.4	1.4	0.7	51.4
Madera	0.9	1.4	3.2	4.8	6.6	7.8	8.5	7.3	5.3	3.4	1.4	0.7	51.5
Raymond	1.2	1.5	3.0	4.6	6.1	7.6	8.4	7.3	5.2	3.4	1.4	0.7	50.5
MARIN													
Black Point	1.1	1.7	3.0	4.2	5.2	6.2	6.6	5.8	4.3	2.8	1.3	0.9	43.0
Novato	1.3	1.5	2.4	3.5	4.4	6.0	5.9	5.4	4.4	2.8	1.4	0.7	39.8
Point San Pedro	1.1	1.7	3.0	4.2	5.2	6.2	6.6	5.8	4.3	2.8	1.3	0.9	43.0
San Rafael	1.2	1.3	2.4	3.3	4.0	4.8	4.8	4.9	4.3	2.7	1.3	0.7	35.8
MARIPOSA													
Coulterville	1.1	1.5	2.8	4.4	5.9	7.3	8.1	7.0	5.3	3.4	1.4	0.7	48.8
Mariposa	1.1	1.5	2.8	4.4	5.9	7.4	8.2	7.1	5.0	3.4	1.4	0.7	49.0
Yosemite Village	0.7	1.0	2.3	3.7	5.1	6.5	7.1	6.1	4.4	2.9	1.1	0.6	41.4
MENDOCINO													
Fort Bragg	0.9	1.3	2.2	3.0	3.7	3.5	3.7	3.7	3.0	2.3	1.2	0.7	29.0
Hopland	1.1	1.3	2.6	3.4	5.0	5.9	6.5	5.7	4.5	2.8	1.3	0.7	40.9

Appendix A - Reference Evapotranspiration (ET _o) Table*													
County and City	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual ET _o
MENDOCINO													
Point Arena	1.0	1.3	2.3	3.0	3.7	3.9	3.7	3.7	3.0	2.3	1.2	0.7	29.6
Sanel Valley	1.0	1.6	3.0	4.6	6.0	7.0	8.0	7.0	5.2	3.4	1.4	0.9	49.1
Ukiah	1.0	1.3	2.6	3.3	5.0	5.8	6.7	5.9	4.5	2.8	1.3	0.7	40.9
MERCED													
Kesterson	0.9	1.7	3.4	5.5	7.3	8.2	8.6	7.4	5.5	3.8	1.8	0.9	55.1
Los Banos	1.0	1.5	3.2	4.7	6.1	7.4	8.2	7.0	5.3	3.4	1.4	0.7	50.0
Merced	1.0	1.5	3.2	4.7	6.6	7.9	8.5	7.2	5.3	3.4	1.4	0.7	51.5
MODOC													
Modoc/Alturas	0.9	1.4	2.8	3.7	5.1	6.2	7.5	6.6	4.6	2.8	1.2	0.7	43.2
MONO													
Bridgeport	0.7	0.9	2.2	3.8	5.5	6.6	7.4	6.7	4.7	2.7	1.2	0.5	43.0
MONTEREY													
Arroyo Seco	1.5	2.0	3.7	5.4	6.3	7.3	7.2	6.7	5.0	3.9	2.0	1.6	52.6
Castroville	1.4	1.7	3.0	4.2	4.6	4.8	4.0	3.8	3.0	2.6	1.6	1.4	36.2
Gonzales	1.3	1.7	3.4	4.7	5.4	6.3	6.3	5.9	4.4	3.4	1.9	1.3	45.7
Greenfield	1.8	2.2	3.4	4.8	5.6	6.3	6.5	6.2	4.8	3.7	2.4	1.8	49.5
King City	1.7	2.0	3.4	4.4	4.4	5.6	6.1	6.7	6.5	5.2	2.2	1.3	49.6
King City-Oasis Rd.	1.4	1.9	3.6	5.3	6.5	7.3	7.4	6.8	5.1	4.0	2.0	1.5	52.7
Long Valley	1.5	1.9	3.2	4.1	5.8	6.5	7.3	6.7	5.3	3.6	2.0	1.2	49.1
Monterey	1.7	1.8	2.7	3.5	4.0	4.1	4.3	4.2	3.5	2.8	1.9	1.5	36.0
Pajaro	1.8	2.2	3.7	4.8	5.3	5.7	5.6	5.3	4.3	3.4	2.4	1.8	46.1
Salinas	1.6	1.9	2.7	3.8	4.8	4.7	5.0	4.5	4.0	2.9	1.9	1.3	39.1
Salinas North	1.2	1.5	2.9	4.1	4.6	5.2	4.5	4.3	3.2	2.8	1.5	1.2	36.9
San Ardo	1.0	1.7	3.1	4.5	5.9	7.2	8.1	7.1	5.1	3.1	1.5	1.0	49.0
San Juan	1.8	2.1	3.4	4.6	5.3	5.7	5.5	4.9	3.8	3.2	2.2	1.9	44.2
Soledad	1.7	2.0	3.4	4.4	5.5	5.4	6.5	6.2	5.2	3.7	2.2	1.5	47.7
NAPA													
Angwin	1.8	1.9	3.2	4.7	5.8	7.3	8.1	7.1	5.5	4.5	2.9	2.1	54.9
Carneros	0.8	1.5	3.1	4.6	5.5	6.6	6.9	6.2	4.7	3.5	1.4	1.0	45.8
Oakville	1.0	1.5	2.9	4.7	5.8	6.9	7.2	6.4	4.9	3.5	1.6	1.2	47.7
St Helena	1.2	1.5	2.8	3.9	5.1	6.1	7.0	6.2	4.8	3.1	1.4	0.9	44.1
Yountville	1.3	1.7	2.8	3.9	5.1	6.0	7.1	6.1	4.8	3.1	1.5	0.9	44.3
NEVADA													
Grass Valley	1.1	1.5	2.6	4.0	5.7	7.1	7.9	7.1	5.3	3.2	1.5	0.9	48.0
Nevada City	1.1	1.5	2.6	3.9	5.8	6.9	7.9	7.0	5.3	3.2	1.4	0.9	47.4
ORANGE													
Irvine	2.2	2.5	3.7	4.7	5.2	5.9	6.3	6.2	4.6	3.7	2.6	2.3	49.6
Laguna Beach	2.2	2.7	3.4	3.8	4.6	4.6	4.9	4.9	4.4	3.4	2.4	2.0	43.2
Santa Ana	2.2	2.7	3.7	4.5	4.6	5.4	6.2	6.1	4.7	3.7	2.5	2.0	48.2
PLACER													
Auburn	1.2	1.7	2.8	4.4	6.1	7.4	8.3	7.3	5.4	3.4	1.6	1.0	50.6
Blue Canyon	0.7	1.1	2.1	3.4	4.8	6.0	7.2	6.1	4.6	2.9	0.9	0.6	40.5
Colfax	1.1	1.5	2.6	4.0	5.8	7.1	7.9	7.0	5.3	3.2	1.4	0.9	47.9
Roseville	1.1	1.7	3.1	4.7	6.2	7.7	8.5	7.3	5.6	3.7	1.7	1.0	52.2
Soda Springs	0.7	0.7	1.8	3.0	4.3	5.3	6.2	5.5	4.1	2.5	0.7	0.7	35.4
Tahoe City	0.7	0.7	1.7	3.0	4.3	5.4	6.1	5.6	4.1	2.4	0.8	0.6	35.5
Truckee	0.7	0.7	1.7	3.2	4.4	5.4	6.4	5.7	4.1	2.4	0.8	0.6	36.2

Appendix A - Reference Evapotranspiration (ETo) Table*

County and City	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual ETo
PLUMAS													
Portola	0.7	0.9	1.9	3.5	4.9	5.9	7.3	5.9	4.3	2.7	0.9	0.5	39.4
Quincy	0.7	0.9	2.2	3.5	4.9	5.9	7.3	5.9	4.4	2.8	1.2	0.5	40.2
RIVERSIDE													
Beaumont	2.0	2.3	3.4	4.4	6.1	7.1	7.6	7.9	6.0	3.9	2.6	1.7	55.0
Blythe	2.4	3.3	5.3	6.9	8.7	9.6	9.6	8.7	6.9	5.0	3.0	2.2	71.4
Cathedral City	1.6	2.2	3.7	5.1	6.8	7.8	8.7	7.8	5.7	4.0	2.1	1.6	57.1
Coachella	2.9	4.4	6.2	8.4	10.5	11.9	12.3	10.1	8.9	6.2	3.8	2.4	88.1
Desert Center	2.9	4.1	6.4	8.5	11.0	12.1	12.2	11.1	9.0	6.4	3.9	2.6	90.0
Elsinore	2.1	2.8	3.9	4.4	5.9	7.1	7.6	7.0	5.8	3.9	2.6	1.9	55.0
Indio	3.1	3.6	6.5	8.3	10.5	11.0	10.8	9.7	8.3	5.9	3.7	2.7	83.9
La Quinta	2.4	2.8	5.2	6.5	8.3	8.7	8.5	7.9	6.5	4.5	2.7	2.2	66.2
Mecca	2.6	3.3	5.7	7.2	8.6	9.0	8.8	8.2	6.8	5.0	3.2	2.4	70.8
Oasis	2.9	3.3	5.3	6.1	8.5	8.9	8.7	7.9	6.9	4.8	2.9	2.3	68.4
Palm Desert	2.5	3.4	5.3	6.9	8.7	9.6	9.6	8.7	6.9	5.0	3.0	2.2	71.6
Palm Springs	2.0	2.9	4.9	7.2	8.3	8.5	11.6	8.3	7.2	5.9	2.7	1.7	71.1
Rancho California	1.8	2.2	3.4	4.8	5.6	6.3	6.5	6.2	4.8	3.7	2.4	1.8	49.5
Rancho Mirage	2.4	3.3	5.3	6.9	8.7	9.6	9.6	8.7	6.9	5.0	3.0	2.2	71.4
Ripley	2.7	3.3	5.6	7.2	8.7	8.7	8.4	7.6	6.2	4.6	2.8	2.2	67.8
Salton Sea North	2.5	3.3	5.5	7.2	8.8	9.3	9.2	8.5	6.8	5.2	3.1	2.3	71.7
Temecula East II	2.3	2.4	4.1	4.9	6.4	7.0	7.8	7.4	5.7	4.1	2.6	2.2	56.7
Thermal	2.4	3.3	5.5	7.6	9.1	9.6	9.3	8.6	7.1	5.2	3.1	2.1	72.8
Riverside UC	2.5	2.9	4.2	5.3	5.9	6.6	7.2	6.9	5.4	4.1	2.9	2.6	56.4
Winchester	2.3	2.4	4.1	4.9	6.4	6.9	7.7	7.5	6.0	3.9	2.6	2.1	56.8
SACRAMENTO													
Fair Oaks	1.0	1.6	3.4	4.1	6.5	7.5	8.1	7.1	5.2	3.4	1.5	1.0	50.5
Sacramento	1.0	1.8	3.2	4.7	6.4	7.7	8.4	7.2	5.4	3.7	1.7	0.9	51.9
Twitchell Island	1.2	1.8	3.9	5.3	7.4	8.8	9.1	7.8	5.9	3.8	1.7	1.2	57.9
SAN BENITO													
Hollister	1.5	1.8	3.1	4.3	5.5	5.7	6.4	5.9	5.0	3.5	1.7	1.1	45.1
San Benito	1.2	1.6	3.1	4.6	5.6	6.4	6.9	6.5	4.8	3.7	1.7	1.2	47.2
San Juan Valley	1.4	1.8	3.4	4.5	6.0	6.7	7.1	6.4	5.0	3.5	1.8	1.4	49.1
SAN BERNARDINO													
Baker	2.7	3.9	6.1	8.3	10.4	11.8	12.2	11.0	8.9	6.1	3.3	2.1	86.6
Barstow NE	2.2	2.9	5.3	6.9	9.0	10.1	9.9	8.9	6.8	4.8	2.7	2.1	71.7
Big Bear Lake	1.8	2.6	4.6	6.0	7.0	7.6	8.1	7.4	5.4	4.1	2.4	1.8	58.6
Chino	2.1	2.9	3.9	4.5	5.7	6.5	7.3	7.1	5.9	4.2	2.6	2.0	54.6
Crestline	1.5	1.9	3.3	4.4	5.5	6.6	7.8	7.1	5.4	3.5	2.2	1.6	50.8
Lake Arrowhead	1.8	2.6	4.6	6.0	7.0	7.6	8.1	7.4	5.4	4.1	2.4	1.8	58.6
Lucerne Valley	2.2	2.9	5.1	6.5	9.1	11.0	11.4	9.9	7.4	5.0	3.0	1.8	75.3
Needles	3.2	4.2	6.6	8.9	11.0	12.4	12.8	11.0	8.9	6.6	4.0	2.7	92.1
Newberry Springs	2.1	2.9	5.3	8.4	9.8	10.9	11.1	9.9	7.6	5.2	3.1	2.0	78.2
San Bernardino	2.0	2.7	3.8	4.6	5.7	6.9	7.9	7.4	5.9	4.2	2.6	2.0	55.6
Twenty-nine Palms	2.6	3.6	5.9	7.9	10.1	11.2	11.2	10.3	8.6	5.9	3.4	2.2	82.9
Victorville	2.0	2.6	4.6	6.2	7.3	8.9	9.8	9.0	6.5	4.7	2.7	2.1	66.2
SAN DIEGO													
Chula Vista	2.2	2.7	3.4	3.8	4.9	4.7	5.5	4.9	4.5	3.4	2.4	2.0	44.2
Escondido SPV	2.4	2.6	3.9	4.7	5.9	6.5	7.1	6.7	5.3	3.9	2.8	2.3	54.2
Miramar	2.3	2.5	3.7	4.1	5.1	5.4	6.1	5.8	4.5	3.3	2.4	2.1	47.1

Appendix A - Reference Evapotranspiration (ET_o) Table*													
County and City	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual ET_o
SAN DIEGO													
Oceanside	2.2	2.7	3.4	3.7	4.9	4.6	4.6	5.1	4.1	3.3	2.4	2.0	42.9
Otay Lake	2.3	2.7	3.9	4.6	5.6	5.9	6.2	6.1	4.8	3.7	2.6	2.2	50.4
Pine Valley	1.5	2.4	3.8	5.1	6.0	7.0	7.8	7.3	6.0	4.0	2.2	1.7	54.8
Ramona	2.1	2.1	3.4	4.6	5.2	6.3	6.7	6.8	5.3	4.1	2.8	2.1	51.6
San Diego	2.1	2.4	3.4	4.6	5.1	5.3	5.7	5.6	4.3	3.6	2.4	2.0	46.5
Santee	2.1	2.7	3.7	4.5	5.5	6.1	6.6	6.2	5.4	3.8	2.6	2.0	51.1
Torrey Pines	2.2	2.3	3.4	3.9	4.0	4.1	4.6	4.7	3.8	2.8	2.0	2.0	39.8
Warner Springs	1.6	2.7	3.7	4.7	5.7	7.6	8.3	7.7	6.3	4.0	2.5	1.3	56.0
SAN FRANCISCO													
San Francisco	1.5	1.3	2.4	3.0	3.7	4.6	4.9	4.8	4.1	2.8	1.3	0.7	35.1
SAN JOAQUIN													
Farmington	1.5	1.5	2.9	4.7	6.2	7.6	8.1	6.8	5.3	3.3	1.4	0.7	50.0
Lodi West	1.0	1.6	3.3	4.3	6.3	6.9	7.3	6.4	4.5	3.0	1.4	0.8	46.7
Manteca	0.9	1.7	3.4	5.0	6.5	7.5	8.0	7.1	5.2	3.3	1.6	0.9	51.2
Stockton	0.8	1.5	2.9	4.7	6.2	7.4	8.1	6.8	5.3	3.2	1.4	0.6	49.1
Tracy	1.0	1.5	2.9	4.5	6.1	7.3	7.9	6.7	5.3	3.2	1.3	0.7	48.5
SAN LUIS OBISPO													
Arroyo Grande	2.0	2.2	3.2	3.8	4.3	4.7	4.3	4.6	3.8	3.2	2.4	1.7	40.0
Atascadero	1.2	1.5	2.8	3.9	4.5	6.0	6.7	6.2	5.0	3.2	1.7	1.0	43.7
Morro Bay	2.0	2.2	3.1	3.5	4.3	4.5	4.6	4.6	3.8	3.5	2.1	1.7	39.9
Nipomo	2.2	2.5	3.8	5.1	5.7	6.2	6.4	6.1	4.9	4.1	2.9	2.3	52.1
Paso Robles	1.6	2.0	3.2	4.3	5.5	6.3	7.3	6.7	5.1	3.7	2.1	1.4	49.0
San Luis Obispo	2.0	2.2	3.2	4.1	4.9	5.3	4.6	5.5	4.4	3.5	2.4	1.7	43.8
San Miguel	1.6	2.0	3.2	4.3	5.0	6.4	7.4	6.8	5.1	3.7	2.1	1.4	49.0
San Simeon	2.0	2.0	2.9	3.5	4.2	4.4	4.6	4.3	3.5	3.1	2.0	1.7	38.1
SAN MATEO													
Hal Moon Bay	1.5	1.7	2.4	3.0	3.9	4.3	4.3	4.2	3.5	2.8	1.3	1.0	33.7
Redwood City	1.5	1.8	2.9	3.8	5.2	5.3	6.2	5.6	4.8	3.1	1.7	1.0	42.8
Woodside	1.8	2.2	3.4	4.8	5.6	6.3	6.5	6.2	4.8	3.7	2.4	1.8	49.5
SANTA BARBARA													
Betteravia	2.1	2.6	4.0	5.2	6.0	5.9	5.8	5.4	4.1	3.3	2.7	2.1	49.1
Carpenteria	2.0	2.4	3.2	3.9	4.8	5.2	5.5	5.7	4.5	3.4	2.4	2.0	44.9
Cuyama	2.1	2.4	3.8	5.4	6.9	7.9	8.5	7.7	5.9	4.5	2.6	2.0	59.7
Goleta	2.1	2.5	3.9	5.1	5.7	5.7	5.4	5.4	4.2	3.2	2.8	2.2	48.1
Goleta Foothills	2.3	2.6	3.7	5.4	5.3	5.6	5.5	5.7	4.5	3.9	2.8	2.3	49.6
Guadalupe	2.0	2.2	3.2	3.7	4.9	4.6	4.5	4.6	4.1	3.3	2.4	1.7	41.1
Lompoc	2.0	2.2	3.2	3.7	4.8	4.6	4.9	4.8	3.9	3.2	2.4	1.7	41.1
Los Alamos	1.8	2.0	3.2	4.1	4.9	5.3	5.7	5.5	4.4	3.7	2.4	1.6	44.6
Santa Barbara	2.0	2.5	3.2	3.8	4.6	5.1	5.5	4.5	3.4	2.4	1.8	1.8	40.6
Santa Maria	1.8	2.3	3.7	5.1	5.7	5.8	5.6	5.3	4.2	3.5	2.4	1.9	47.4
Santa Ynez	1.7	2.2	3.5	5.0	5.8	6.2	6.4	6.0	4.5	3.6	2.2	1.7	48.7
Sisquoc	2.1	2.5	3.8	4.1	6.1	6.3	6.4	5.8	4.7	3.4	2.3	1.8	49.2
Solvang	2.0	2.0	3.3	4.3	5.0	5.6	6.1	5.6	4.4	3.7	2.2	1.6	45.6
SANTA CLARA													
Gilroy	1.3	1.8	3.1	4.1	5.3	5.6	6.1	5.5	4.7	3.4	1.7	1.1	43.6
Los Gatos	1.5	1.8	2.8	3.9	5.0	5.6	6.2	5.5	4.7	3.2	1.7	1.1	42.9
Morgan Hill	1.5	1.8	3.4	4.2	6.3	7.0	7.1	6.0	5.1	3.7	1.9	1.4	49.5
Palo Alto	1.5	1.8	2.8	3.8	5.2	5.3	6.2	5.6	5.0	3.2	1.7	1.0	43.0

Appendix A - Reference Evapotranspiration (ETo) Table*													
County and City	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual ETo
SANTA CLARA													
San Jose	1.5	1.8	3.1	4.1	5.5	5.8	6.5	5.9	5.2	3.3	1.8	1.0	45.3
SANTA CRUZ													
De Laveaga	1.4	1.9	3.3	4.7	4.9	5.3	5.0	4.8	3.6	3.0	1.6	1.3	40.8
Green Valley Rd	1.2	1.8	3.2	4.5	4.6	5.4	5.2	5.0	3.7	3.1	1.6	1.3	40.6
Santa Cruz	1.5	1.8	2.6	3.5	4.3	4.4	4.8	4.4	3.8	2.8	1.7	1.2	36.6
Watsonville	1.5	1.8	2.7	3.7	4.6	4.5	4.9	4.2	4.0	2.9	1.8	1.2	37.7
Webb	1.8	2.2	3.7	4.8	5.3	5.7	5.6	5.3	4.3	3.4	2.4	1.8	46.2
SHASTA													
Burney	0.7	1.0	2.1	3.5	4.9	5.9	7.4	6.4	4.4	2.9	0.9	0.6	40.9
Fall River Mills	0.6	1.0	2.1	3.7	5.0	6.1	7.8	6.7	4.6	2.8	0.9	0.5	41.8
Glenburn	0.6	1.0	2.1	3.7	5.0	6.3	7.8	6.7	4.7	2.8	0.9	0.6	42.1
McArthur	0.7	1.4	2.9	4.2	5.6	6.9	8.2	7.2	5.0	3.0	1.1	0.6	46.8
Redding	1.2	1.4	2.6	4.1	5.6	7.1	8.5	7.3	5.3	3.2	1.4	0.9	48.8
SIERRA													
Downieville	0.7	1.0	2.3	3.5	5.0	6.0	7.4	6.2	4.7	2.8	0.9	0.6	41.3
Sierraville	0.7	1.1	2.2	3.2	4.5	5.9	7.3	6.4	4.3	2.6	0.9	0.5	39.6
SISKIYOU													
Happy Camp	0.5	0.9	2.0	3.0	4.3	5.2	6.1	5.3	4.1	2.4	0.9	0.5	35.1
MacDoel	1.0	1.7	3.1	4.5	5.9	7.2	8.1	7.1	5.1	3.1	1.5	1.0	49.0
Mt Shasta	0.5	0.9	2.0	3.0	4.5	5.3	6.7	5.7	4.0	2.2	0.7	0.5	36.0
Tule lake FS	0.7	1.3	2.7	4.0	5.4	6.3	7.1	6.4	4.7	2.8	1.0	0.6	42.9
Weed	0.5	0.9	2.0	2.5	4.5	5.3	6.7	5.5	3.7	2.0	0.9	0.5	34.9
Yreka	0.6	0.9	2.1	3.0	4.9	5.8	7.3	6.5	4.3	2.5	0.9	0.5	39.2
SOLANO													
Benicia	1.3	1.4	2.7	3.8	4.9	5.0	6.4	5.5	4.4	2.9	1.2	0.7	40.3
Dixon	0.7	1.4	3.2	5.2	6.3	7.6	8.2	7.2	5.5	4.3	1.6	1.1	52.1
Fairfield	1.1	1.7	2.8	4.0	5.5	6.1	7.8	6.0	4.8	3.1	1.4	0.9	45.2
Hastings Tract	1.6	2.2	3.7	5.1	6.8	7.8	8.7	7.8	5.7	4.0	2.1	1.6	57.1
Putah Creek	1.0	1.6	3.2	4.9	6.1	7.3	7.9	7.0	5.3	3.8	1.8	1.2	51.0
Rio Vista	0.9	1.7	2.8	4.4	5.9	6.7	7.9	6.5	5.1	3.2	1.3	0.7	47.0
Suisun Valley	0.6	1.3	3.0	4.7	5.8	7.0	7.7	6.8	5.3	3.8	1.4	0.9	48.3
Winters	0.9	1.7	3.3	5.0	6.4	7.5	7.9	7.0	5.2	3.5	1.6	1.0	51.0
SONOMA													
Bennett Valley	1.1	1.7	3.2	4.1	5.5	6.5	6.6	5.7	4.5	3.1	1.5	0.9	44.4
Cloverdale	1.1	1.4	2.6	3.4	5.0	5.9	6.2	5.6	4.5	2.8	1.4	0.7	40.7
Fort Ross	1.2	1.4	2.2	3.0	3.7	4.5	4.2	4.3	3.4	2.4	1.2	0.5	31.9
Healdsburg	1.2	1.5	2.4	3.5	5.0	5.9	6.1	5.6	4.5	2.8	1.4	0.7	40.8
Lincoln	1.2	1.7	2.8	4.7	6.1	7.4	8.4	7.3	5.4	3.7	1.9	1.2	51.9
Petaluma	1.2	1.5	2.8	3.7	4.6	5.6	4.6	5.7	4.5	2.9	1.4	0.9	39.6
Santa Rosa	1.2	1.7	2.8	3.7	5.0	6.0	6.1	5.9	4.5	2.9	1.5	0.7	42.0
Valley of the Moon	1.0	1.6	3.0	4.5	5.6	6.6	7.1	6.3	4.7	3.3	1.5	1.0	46.1
Windsor	0.9	1.6	3.0	4.5	5.5	6.5	6.5	5.9	4.4	3.2	1.4	1.0	44.2
STANISLAUS													
Denair	1.0	1.9	3.6	4.7	7.0	7.9	8.0	6.1	5.3	3.4	1.5	1.0	51.4
La Grange	1.2	1.5	3.1	4.7	6.2	7.7	8.5	7.3	5.3	3.4	1.4	0.7	51.2
Modesto	0.9	1.4	3.2	4.7	6.4	7.7	8.1	6.8	5.0	3.4	1.4	0.7	49.7
Newman	1.0	1.5	3.2	4.6	6.2	7.4	8.1	6.7	5.0	3.4	1.4	0.7	49.3
Oakdale	1.2	1.5	3.2	4.7	6.2	7.7	8.1	7.1	5.1	3.4	1.4	0.7	50.3

Appendix A - Reference Evapotranspiration (ETo) Table*													
County and City	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual ETo
STANISLAUS													
Patterson	1.3	2.1	4.2	5.4	7.9	8.6	8.2	6.6	5.8	4.0	1.9	1.3	57.3
Turlock	0.9	1.5	3.2	4.7	6.5	7.7	8.2	7.0	5.1	3.4	1.4	0.7	50.2
SUTTER													
Nicolaus	0.9	1.6	3.2	4.9	6.3	7.5	8.0	6.9	5.2	3.4	1.5	0.9	50.2
Yuba City	1.3	2.1	2.8	4.4	5.7	7.2	7.1	6.1	4.7	3.2	1.2	0.9	46.7
TEHAMA													
Corning	1.2	1.8	2.9	4.5	6.1	7.3	8.1	7.2	5.3	3.7	1.7	1.1	50.7
Gerber	1.0	1.8	3.5	5.0	6.6	7.9	8.7	7.4	5.8	4.1	1.8	1.1	54.7
Gerber Dryland	0.9	1.6	3.2	4.7	6.7	8.4	9.0	7.9	6.0	4.2	2.0	1.0	55.5
Red Bluff	1.2	1.8	2.9	4.4	5.9	7.4	8.5	7.3	5.4	3.5	1.7	1.0	51.1
TRINITY													
Hay Fork	0.5	1.1	2.3	3.5	4.9	5.9	7.0	6.0	4.5	2.8	0.9	0.7	40.1
Weaverville	0.6	1.1	2.2	3.3	4.9	5.9	7.3	6.0	4.4	2.7	0.9	0.7	40.0
TULARE													
Alpaugh	0.9	1.7	3.4	4.8	6.6	7.7	8.2	7.3	5.4	3.4	1.4	0.7	51.6
Badger	1.0	1.3	2.7	4.1	6.0	7.3	7.7	7.0	4.8	3.3	1.4	0.7	47.3
Delano	1.1	1.9	4.0	4.9	7.2	7.9	8.1	7.3	5.4	3.2	1.5	1.2	53.6
Dinuba	1.1	1.5	3.2	4.7	6.2	7.7	8.5	7.3	5.3	3.4	1.4	0.7	51.2
Lindcove	0.9	1.6	3.0	4.8	6.5	7.6	8.1	7.2	5.2	3.4	1.6	0.9	50.6
Porterville	1.2	1.8	3.4	4.7	6.6	7.7	8.5	7.3	5.3	3.4	1.4	0.7	52.1
Visalia	0.9	1.7	3.3	5.1	6.8	7.7	7.9	6.9	4.9	3.2	1.5	0.8	50.7
TUOLUMNE													
Groveland	1.1	1.5	2.8	4.1	5.7	7.2	7.9	6.6	5.1	3.3	1.4	0.7	47.5
Sonora	1.1	1.5	2.8	4.1	5.8	7.2	7.9	6.7	5.1	3.2	1.4	0.7	47.6
VENTURA													
Camarillo	2.2	2.5	3.7	4.3	5.0	5.2	5.9	5.4	4.2	3.0	2.5	2.1	46.1
Oxnard	2.2	2.5	3.2	3.7	4.4	4.6	5.4	4.8	4.0	3.3	2.4	2.0	42.3
Piru	2.8	2.8	4.1	5.6	6.0	6.8	7.6	7.8	5.8	5.2	3.7	3.2	61.5
Port Hueneme	2.0	2.3	3.3	4.6	4.9	4.9	4.9	5.0	3.7	3.2	2.5	2.2	43.5
Thousand Oaks	2.2	2.6	3.4	4.5	5.4	5.9	6.7	6.4	5.4	3.9	2.6	2.0	51.0
Ventura	2.2	2.6	3.2	3.8	4.6	4.7	5.5	4.9	4.1	3.4	2.5	2.0	43.5
YOLO													
Bryte	0.9	1.7	3.3	5.0	6.4	7.5	7.9	7.0	5.2	3.5	1.6	1.0	51.0
Davis	1.0	1.9	3.3	5.0	6.4	7.6	8.2	7.1	5.4	4.0	1.8	1.0	52.5
Esparto	1.0	1.7	3.4	5.5	6.9	8.1	8.5	7.5	5.8	4.2	2.0	1.2	55.8
Winters	1.7	1.7	2.9	4.4	5.8	7.1	7.9	6.7	5.3	3.3	1.6	1.0	49.4
Woodland	1.0	1.8	3.2	4.7	6.1	7.7	8.2	7.2	5.4	3.7	1.7	1.0	51.6
Zamora	1.1	1.9	3.5	5.2	6.4	7.4	7.8	7.0	5.5	4.0	1.9	1.2	52.8
YUBA													
Browns Valley	1.0	1.7	3.1	4.7	6.1	7.5	8.5	7.6	5.7	4.1	2.0	1.1	52.9
Brownsville	1.1	1.4	2.6	4.0	5.7	6.8	7.9	6.8	5.3	3.4	1.5	0.9	47.4

* The values in this table were derived from:

- 1) California Irrigation Management Information System (CIMIS);
- 2) Reference EvapoTranspiration Zones Map, UC Dept. of Land, Air & Water Resources and California Dept of Water Resources 1999; and
- 3) Reference Evapotranspiration for California, University of California, Department of Agriculture and Natural Resources (1987) Bulletin 1922;
- 4) Determining Daily Reference Evapotranspiration, Cooperative Extension UC Division of Agriculture and Natural Resources (1987), Publication Leaflet 21426

HISTORY

1. New Appendix A filed 9-10-2009; operative 9-10-2009 pursuant to Government Code section 11343.4 (Register 2009, No. 37).

2. Repealer and new Appendix A filed 9-15-2015; operative 9-15-2015. Exempt from OAL review and submitted to OAL for printing only pursuant to Governor's Executive Order No. B-29-15 (4-1-2015) (Register 2015, No. 38).

Appendix B — Sample Water Efficient Landscape Worksheet.

WATER EFFICIENT LANDSCAPE WORKSHEET

This worksheet is filled out by the project applicant and it is a required element of the Landscape Documentation Package.

Reference Evapotranspiration (ET_o) _____

Hydrozone # /Planting Description ^a	Plant Factor (PF)	Irrigation Method ^b	Irrigation Efficiency (IE) ^c	ETAF (PF/IE)	Landscape Area (sq. ft.)	ETAF x Area	Estimated Total Water Use (ETWU) ^e
Regular Landscape Areas							
				Totals	(A)	(B)	
Special Landscape Areas							
				1			
				1			
				1			
				Totals	(C)	(D)	
ETWU Total							
Maximum Allowed Water Allowance (MAWA)^f							

^aHydrozone #/Planting Description
 E.g.
 1.) front lawn
 2.) low water use plantings
 3.) medium water use planting

^bIrrigation Method
 overhead spray
 or drip

^cIrrigation Efficiency
 0.75 for spray head
 0.81 for drip

^dETWU (Annual Gallons Required) =
 Eto x 0.62 x ETAF x Area
 where 0.62 is a conversion factor that converts acre-inches per acre per year to gallons per square foot per year.

^eMAWA (Annual Gallons Allowed) = (Eto) (0.62) [(ETAF x LA) + ((1-ETAF) x SLA)]
 where 0.62 is a conversion factor that converts acre-inches per acre per year to gallons per square foot per year. LA is the total landscape area in square feet. SLA is the total special landscape area in square feet, and ETAF is .55 for residential areas and 0.45 for non-residential areas.

ETAF Calculations

Regular Landscape Areas

Total ETAF x Area	(B)
Total Area	(A)
Average ETAF	B ÷ A

Average ETAF for Regular Landscape Areas must be 0.55 or below for residential areas, and 0.45 or below for non-residential areas.

All Landscape Areas

Total ETAF x Area	(B+D)
Total Area	(A+C)
Sitewide ETAF	(B+D) ÷ (A+C)

HISTORY

1. New Appendix B filed 9-10-2009; operative 9-10-2009 pursuant to Government Code section 11343.4 (Register 2009, No. 37).

2. Repealer and new Appendix B filed 9-15-2015; operative 9-15-2015. Exempt from OAL review and submitted to OAL for printing only pursuant to Governor's Executive Order No. B-29-15 (4-1-2015) (Register 2015, No. 38).

Appendix C — Sample Certificate of Completion.

CERTIFICATE OF COMPLETION

This certificate is filled out by the project applicant upon completion of the landscape project.

PART 1. PROJECT INFORMATION SHEET

Date		
Project Name		
Name of Project Applicant		Telephone No.
		Fax No.
Title	Email Address	
Company	Street Address	
City	State	Zip Code

Project Address and Location:

Street Address		Parcel, tract or lot number, if available.
City		Latitude/Longitude (optional)
State	Zip Code	

Property Owner or his/her designee:

Name		Telephone No.
		Fax No.
Title	Email Address	
Company	Street Address	
City	State	Zip Code

Property Owner

"I/we certify that I/we have received copies of all the documents within the Landscape Documentation Package and the Certificate of Completion and that it is our responsibility to see that the project is maintained in accordance with the Landscape and Irrigation Maintenance Schedule."

Property Owner Signature

Date

Please answer the questions below:

1. Date the Landscape Documentation Package was submitted to the local agency _____
2. Date the Landscape Documentation Package was approved by the local agency _____
3. Date that a copy of the Water Efficient Landscape Worksheet (including the Water Budget Calculation) was submitted to the local water purveyor _____

PART 2. CERTIFICATION OF INSTALLATION ACCORDING TO THE LANDSCAPE DOCUMENTATION PACKAGE

"I/we certify that based upon periodic site observations, the work has been completed in accordance with the ordinance and that the landscape planting and irrigation installation conform with the criteria and specifications of the approved Landscape Documentation Package."

Signature*	Date	
Name (print)	Telephone No.	
	Fax No.	
Title	Email Address	
License No. or Certification No.		
Company	Street Address	
City	State	Zip Code

*Signer of the landscape design plan, signer of the irrigation plan, or a licensed landscape contractor.

PART 3. IRRIGATION SCHEDULING

Attach parameters for setting the irrigation schedule on controller per ordinance Section 492.10.

PART 4. SCHEDULE OF LANDSCAPE AND IRRIGATION MAINTENANCE

Attach schedule of Landscape and Irrigation Maintenance per ordinance Section 492.11.

PART 5. LANDSCAPE IRRIGATION AUDIT REPORT

Attach Landscape Irrigation Audit Report per ordinance Section 492.12.

PART 6. SOIL MANAGEMENT REPORT

Attach soil analysis report, if not previously submitted with the Landscape Documentation Package per ordinance Section 492.6.

Attach documentation verifying implementation of recommendations from soil analysis report per ordinance Section 492.6.

HISTORY

1. New Appendix C filed 9-10-2009; operative 9-10-2009 pursuant to Government Code section 11343.4 (Register 2009, No. 37).

2. Repealer and new Appendix C filed 9-15-2015; operative 9-15-2015. Exempt from OAL review and submitted to OAL for printing only pursuant to Governor's Executive Order No. B-29-15 (4-1-2015) (Register 2015, No. 38).

Appendix D — Prescriptive Compliance Option.

(a) This appendix contains prescriptive requirements which may be used as a compliance option to the Model Water Efficient Landscape Ordinance.

(b) Compliance with the following items is mandatory and must be documented on a landscape plan in order to use the prescriptive compliance option:

(1) Submit a Landscape Documentation Package which includes the following elements:

- (A) date
- (B) project applicant
- (C) project address (if available, parcel and/or lot number(s))
- (D) total landscape area (square feet), including a breakdown of turf and plant material
- (E) project type (e.g., new, rehabilitated, public, private, cemetery, homeowner-installed)
- (F) water supply type (e.g., potable, recycled, well) and identify the local retail water purveyor if the applicant is not served by a private well
- (G) contact information for the project applicant and property owner
- (H) applicant signature and date with statement, "I agree to comply with the requirements of the prescriptive compliance option to the MWE-LO".

(2) Incorporate compost at a rate of at least four cubic yards per 1,000 square feet to a depth of six inches into landscape area (unless contra-indicated by a soil test);

(3) Plant material shall comply with all of the following;

(A) For residential areas, install climate adapted plants that require occasional, little or no summer water (average WUCOLS plant factor 0.3) for 75% of the plant area excluding edibles and areas using recycled water; For non-residential areas, install climate adapted plants that require occasional, little or no summer water (average WUCOLS plant factor 0.3) for 100% of the plant area excluding edibles and areas using recycled water;

(B) A minimum three inch (3") layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contra-indicated.

(4) Turf shall comply with all of the following:

(A) Turf shall not exceed 25% of the landscape area in residential areas, and there shall be no turf in non-residential areas;

(B) Turf shall not be planted on sloped areas which exceed a slope of 1 foot vertical elevation change for every 4 feet of horizontal length;

(C) Turf is prohibited in parkways less than 10 feet wide, unless the parkway is adjacent to a parking strip and used to enter and exit vehicles. Any turf in parkways must be irrigated by sub-surface irrigation or by other technology that creates no overspray or runoff.

(5) Irrigation systems shall comply with the following:

(A) Automatic irrigation controllers are required and must use evapotranspiration or soil moisture sensor data and utilize a rain sensor.

(B) Irrigation controllers shall be of a type which does not lose programming data in the event the primary power source is interrupted.

(C) Pressure regulators shall be installed on the irrigation system to ensure the dynamic pressure of the system is within the manufacturers recommended pressure range.

(D) Manual shut-off valves (such as a gate valve, ball valve, or butterfly valve) shall be installed as close as possible to the point of connection of the water supply.

(E) All irrigation emission devices must meet the requirements set in the ANSI standard, ASABE/ICC 802-2014. "Landscape Irrigation Sprinkler and Emitter Standard," All sprinkler heads installed in the landscape must document a distribution uniformity low quarter of 0.65 or higher using the protocol defined in ASABE/ICC 802-2014.

(F) Areas less than ten (10) feet in width in any direction shall be irrigated with subsurface irrigation or other means that produces no runoff or overspray.

(6) For non-residential projects with landscape areas of 1,000 sq. ft. or more, a private submeter(s) to measure landscape water use shall be installed.

(c) At the time of final inspection, the permit applicant must provide the owner of the property with a certificate of completion, certificate of installation, irrigation schedule and a schedule of landscape and irrigation maintenance.

HISTORY

1. New Appendix D filed 9-15-2015; operative 9-15-2015. Exempt from OAL review and submitted to OAL for printing only pursuant to Governor's Executive Order No. B-29-15 (4-1-2015) (Register 2015, No. 38).

Chapter 2.7.1. Flood Protection Corridor Program of the Costa-Machado Water Act of 2000

§ 497.1. Scope.

(a) These regulations implement Sections 79035 through 79044, and 79044.9 in Article 2.5 of Chapter 5 of Division 26 of the Water Code, which Division is the Costa-Machado Water Act of 2000. They establish a process for funding acquisition of property rights and related activities for flood protection corridor projects undertaken by the Department of Water Resources directly or through grants to local public agencies or nonprofit organizations.

(b) The Flood Protection Corridor Program is statewide in scope. Within the geographic scope of the CALFED Bay-Delta Program, funds in the subaccount for this program shall be used for projects that, to the greatest extent possible, are consistent with the CALFED long-term plan identified in the Programmatic Record of Decision of August 28, 2000.

NOTE: Authority cited: Sections 8300, 12580 and 79044.9, Water Code; 2000 Cal. Stat. Ch. 52, Item No. 3860-101-6005; 2001 Cal. Stat. Ch. 106, Item No. 3860-001-0001, Provision 3; and 2002 Cal. Stat. Ch. 379, Item No. 3860-101-6005. Reference: Sections 79037, 79043, 79044 and 79044.9, Water Code

HISTORY

1. New chapter 2.7.1 (sections 497.1-497.12) and section filed 8-19-2003; operative 8-19-2003 pursuant to Government Code section 11343.4 (Register 2003, No. 34).

§ 497.2. Definitions.

The words used in this chapter have meanings set forth as follows:

(a) "A List" means the preferred priority list of projects described in Section 497.6.

(b) "Applicant" means an entity that is acting as the principal party making an application for funding under the provisions of the Costa-Machado Water Act of 2000.

(c) "B List" means the reserve priority list of projects described in Section 497.6.

(d) "CEQA" means the California Environmental Quality Act, Public Resources Code Sections 21000 *et seq.*

(e) "Department" means the California Department of Water Resources.

(f) "Director" means the Director of the Department of Water Resources.

(g) "FEMA" means the Federal Emergency Management Agency.

(h) "Fully funded" with respect to a grant project means funded to the full amount of the requested funds or to the funding limit, whichever is less.

(i) "Grant application form" means the Department's form entitled "Flood Protection Corridor Program Project Evaluation Criteria and Competitive Grant Application Form" dated April 9, 2003 and incorporated herein by this reference.

(j) "Local public agency" means any political subdivision of the State of California, including but not limited to any county, city, city and county, district, joint powers agency, or council of governments.

(k) "Milestone" means a time when a significant portion of a project is completed, as defined in the contract as a time for disbursement of grant funds.

(l) "Nonprofit organization" means an organization that does not operate for profit and has no official governmental status, including but not limited to clubs, societies, neighborhood organizations, advisory councils, conservation organizations and privately run local community conservation corps.

(m) "Program" means the Flood Protection Corridor Program established by Water Code Division 26, Chapter 5, Article 2.5.

(n) "Property interest" means any right in real property, including easement, fee title, and any other kind of right acquired by legally binding means.

(o) "Project" means all planning, engineering, acquisition of real property interests, construction and related activities undertaken to implement a discrete action undertaken under the program pursuant to Water Code Section 79037.

(p) "Sponsor" means an applicant who has received grant funding through the application process described in these regulations.

(q) "Subaccount" means the Flood Protection Corridor Subaccount created by Water Code Section 79035(a).

NOTE: Authority cited: Sections 8300, 12580 and 79044.9, Water Code. Reference: Sections 79035, 70937, 79038(a) and 79043, Water Code; and Sections 21000 *et seq.*, Public Resources Code.

HISTORY

1. New section filed 8-19-2003; operative 8-19-2003 pursuant to Government Code section 11343.4 (Register 2003, No. 34).

§ 497.3. Program Management Process.

The Department selects, approves, funds, and monitors projects funded by grants under the program. The process of managing the program includes these steps:

(a) The Department shall appoint and maintain a Project Evaluation Team composed of Department staff and other consulting governmental agencies. The Department may request consultation with any appropriate government agency, including but not limited to the Department of Conservation, the Department of Fish and Game, the Department of Food and Agriculture, the Office of Emergency Services, and the CALFED Bay-Delta Program.

(b) Local public agencies or nonprofit organizations qualified under Section 497.4 may apply for program grants for projects at such times as

the Department may designate. Applications for proposed projects shall be submitted in response to a solicitation issued by the Department. As long as uncommitted funds remain available to fund new projects, the Department shall solicit proposals at least once per calendar year. The time period for submitting applications shall be 90 days from the date notice is given by the Department that project proposals are being solicited. Notices shall be provided to cities, counties, flood control districts, reclamation districts, and other local government entities that manage flood plains and flood control projects. The Department will also provide notice to nonprofit organizations with interest in flood management issues, and shall send notice to all individuals and organizations that have requested notice of the opportunity to submit applications. Notices may be given by mail, electronic mail, website posting, or any other method that provides easy access and prompt availability. Projects shall meet the requirements of Section 497.5. Applications shall meet the requirements of Section 497.7.

(c) The Project Evaluation Team shall review each application and evaluate the subject project within 60 days of the close of the specified submittal period, or within 60 days of receipt of requested additional information, whichever is later.

(d) The Project Evaluation Team shall notify the Department to request the applicant to provide additional information within 30 days of the Department's request if:

(1) The project appears potentially eligible but is missing information needed to evaluate the merits of the project, or

(2) Additional information is needed to evaluate the merits of the project in comparison to others received.

(e) If the requested additional information cannot be provided in 30 days, the applicant may refile its application with the additional information at the Department's next solicitation of proposals.

(f) When a proposal that meets minimum qualifications is complete and all requested additional information has been supplied, the Project Evaluation Team shall complete the evaluation of the project including recommending its place on a priority list as described in Section 497.6.

(g) After each solicitation of proposals, Department staff, using the evaluations and recommended priorities of the Project Evaluation Team, shall recommend projects, priority, and amounts per project to be funded and submit the recommendations to the Director for approval of the priority lists. Department staff may recommend:

[The next page is 38.15.]

THIS PAGE WAS INTENTIONALLY LEFT BLANK



STAFF REPORT

ITEM NO. 11

DATE: JANUARY 19, 2016
(Continued from December 1, 2015)

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: BILL SMITH, CITY MANAGER *BS*

PREPARED BY: MARK TOMICH, DEVELOPMENT SERVICES DIRECTOR *MT*

SUBJECT: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLTON ADDING CHAPTER 5.14 REGARDING MOBILE FOOD VEHICLES, ADDING CHAPTER 5.15 REGARDING HOUSE NUMBERS ON CURBS, AMENDING CHAPTER 5.16 REGARDING PEDDLERS, SOLICITORS AND CANVASSERS, AND AMENDING CHAPTER 5.24 REGARDING MASSAGE PARLORS AND MASSAGE TECHNICIANS, ALL TO TITLE 5 OF THE COLTON MUNICIPAL CODE

RECOMMENDED ACTION

It is recommended that the City Council waive further reading, read by title only and introduce Ordinance No. O-03-16, an Ordinance of the City Council of the City of Colton adding Chapter 5.14 regarding mobile food vehicles, adding Chapter 5.15 regarding house numbers on curbs, amending Chapter 5.16 regarding peddlers, solicitors and canvassers, and amending Chapter 5.24 regarding massage parlors and massage technicians, all to Title 5 of the Colton Municipal Code.

BACKGROUND

Due to changes in State laws, and concerns expressed by Colton residents and elected officials regarding the painting of house numbers on curbs, solicitors and canvassers, mobile food vehicles and massage parlors/technicians, the Development Services Department initiated a series of code amendments to better manage the permitting issues associated with these uses. Because all of the above referenced issues are already a part of, or most appropriately addressed within Title 5 (Business Licenses and Regulations) of the Colton Municipal Code, staff has consolidated the four issues into one Ordinance.

Following the staff presentation of the proposed code amendments at the December 1, 2015 City Council meeting, Council Members provided comments on the proposed amendment language as summarized below:

Mobile Food Vehicles

- A County health permit should be required for selling any consumable items.
- The requirement for food trucks to park a minimum of 500 feet from any operating commercial restaurant seems too great a distance.

House Numbers on Curbs

- The names of licensed curb painting companies should be available to the public.
- Prior authorization from the homeowner and/or occupant should be required for any curb painting.
- There should be a penalty for painting curbs without authorization.
- Curb painting should be banned citywide.

Peddlers, Solicitors and Canvassers

- Licenses should be required to sell flowers or fruit on public streets.
- Selling of any food products, including food prepared offsite, should require a County health permit.

Massage Parlors and Massage Technicians

No comments.

ISSUES/ANALYSIS

Following is a brief description of revisions made to the proposed code amendments in response to Council Member comments:

Mobile Food Vehicles

The requirement for employees to have a “food handlers card” issued by the County health department has been added to the ordinance ((Section 5.14.020B(b)). Language requiring a County health permit is already included in Section 5.14.020A.

The required setback from any operating commercial restaurant has been reduced from 500 feet to 300 feet ((Section 5.14.020B(f)).

House Numbers on Curbs

The name and contact information for any licensed curb painting company is available to the public by contacting the Business License Division of Development Services. In addition, the following language has been added to Section 5.16.040: *“Every person to whom a permit and license has been granted shall display the permit in a conspicuous place, or on the front of his or her garment, at all times while canvassing the neighborhood to sell services. Failure to display or exhibit the permit is a violation of this chapter.”*

Section 5.15.050 (Prior Approval Required) states that, *“Prior to painting house numbers on curbs, the permit holder shall obtain the written consent of an adult owner and/or occupant of the property.”*

The penalty for violation of this ordinance is a misdemeanor and is subject to the City's administrative fines and penalties (Section 5.15.130).

Peddlers, Solicitors and Canvassers

The definition of "goods" for sale has been clarified to include "*any consumable items, foods, beverages, merchandise or wares,*" as well as flowers, fruit and perishable items (Section 5.16.010B).

Section 5.16.030 (Filing and information required) has been revised to state, "*If food products are sold, the applicant shall obtain a Health Permit by the County of San Bernardino, Division of Environmental Health Services ('County Health Department').*"

FISCAL IMPACTS

No fiscal impact.

ALTERNATIVES

1. Provide alternative direction to staff.

ATTACHMENTS

1. Ordinance No. O-03-16

Proposed Ordinance No. O-03-16

ATTACHMENT 1

ORDINANCE NO. O-03-16

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLTON, ADDING CHAPTER 5.14 TO TITLE 5 OF THE COLTON MUNICIPAL CODE REGARDING MOBILE FOOD VEHICLES, ADDING CHAPTER 5.15 TO TITLE 5 REGARDING HOUSE NUMBERS ON CURBS, AMENDING CHAPTER 5.16 OF TITLE 5 REGARDING PEDDLERS, SOLICITORS AND CANVASSERS, AND AMENDING CHAPTER 5.24 OF TITLE 5 REGARDING MASSAGE PARLORS AND MASSAGE TECHNICIANS

WHEREAS, the City of Colton is receiving an increasing number of inquiries and business license applications for commercial mobile food vehicles ("food trucks"); and

WHEREAS, the Colton Municipal Code does not presently provide for a permit through which mobile food vehicles are regulated by the City; and

WHEREAS, the City Council now wishes to add Chapter 5.14 to Title 5 (Business Licenses and Regulations) to ensure that mobile food vehicles are operated in a safe and responsible manner; and

WHEREAS, the City receives, from time to time, complaints and inquiries from residents regarding companies and individuals painting of house numbers on curbs, and requesting payment for such services after the fact; and

WHEREAS, the Colton Municipal Code does not presently provide for a permit through which the painting of house numbers on curbs is regulated by the City; and

WHEREAS, the City Council now wishes to add Chapter 5.15 to Title 5 of the Colton Municipal Code to address the public concerns, as well as the concerns of elected and appointed officials regarding unregulated curb painting activities.

WHEREAS, the City's Solicitors – Canvassers regulations, Chapter 5.16 of

Title 5 of the Colton Municipal Code, was adopted in 1950 with minor amendments adopted in 1972; and

WHEREAS, it has been determined that the Solicitors – Canvassers regulations are out of date with respect to current legal interpretations and standard practices; and

WHEREAS, the City Council now wishes to amend Chapter 5.16 to bring the Solicitors – Canvassers regulations into conformity with current legal interpretations and standard practices;

WHEREAS, Chapter 5.24 of the Colton Municipal Code presently provides a system through which massage parlors and massage technicians are regulated by the City; and

WHEREAS, in 2008, the Legislature adopted Senate Bill 731, which created the California Massage Therapy Council, a state-organized nonprofit organization with regulatory authority over the certification of massage practitioners throughout the State of California; and

WHEREAS, Senate Bill 731 has been widely criticized by local agencies as providing massage businesses with almost unprecedented protection from local zoning and land use authority, and interfering with local law enforcement efforts to close massage businesses that allow prostitution, human trafficking and other illegal activities; and

WHEREAS, Assembly Bill 1147, signed by Governor Jerry Brown, was created in response to criticism against Senate Bill 731 and allows local agencies to impose reasonable zoning, business licensing, and health and safety requirements on massage establishments; and

WHEREAS, the City Council now wishes to amend Chapter 5.24 to conform with the requirements of SB 731 and AB 1147.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COLTON
DOES ORDAIN AS FOLLOWS:**

SECTION 1: Chapter 5.14 of Title 5 of the Colton Municipal Code is hereby added to read as follows:

**“Chapter 5.14 – MOBILE FOOD VEHICLES
Sections:**

5.14.010 – Purpose and intent.

The City expressly finds that mobile food vehicles have the potential to pose traffic hazards and special dangers to the public health, safety and welfare. It is the purpose and intent of the City, in enacting this section, to provide responsible companies and persons, which engage in the operation of a mobile food vehicle on public property, with clear and concise regulations to prevent safety, traffic and health hazards, as well as to preserve the peace, safety and welfare of the community.

5.14.020 – Permit required.

It is unlawful for any person to sell or offer for sale, or operate any vehicle or conduct any business for the purpose of causing sale of, or offering for sale, any hot and/or cold foods and related goods or merchandise, from any mobile food vehicle parked, stopped or standing upon any public street, alley, parkway, sidewalk or public property in the City, except in accordance with all applicable provisions of this section. Mobile food vehicles on private property associated with temporary, private events shall be permitted and licensed under Chapter 5.44 of this Title, “Special Events.” All mobile food vehicles and their operators conducting business in the city shall comply with the following:

- A. Shall obtain a business license for each mobile food vehicle before vending in the City. In addition, the mobile food vehicle shall possess a valid Mobile Food Facility Health Permit issued by the County of San Bernardino, Division of Environmental Health Services (“county health department”).

- a. Upon applying for a business license, evidence shall be submitted to the Business License Officer demonstrating that the operator or vendor has obtained a sellers permit from the State Board of Equalization;
- b. The business license shall not be transferrable to a different vehicle, person, company, operator or vendor. The City shall be notified in writing if there are changes in the contact information for the person(s) responsible or company.

B. Properly licensed mobile food vehicles shall:

- a. Have a decal and letter grade posted on the vehicle issued by the county health department;
- b. Possess current San Bernardino County food handlers card for all employees handling food, and at least one original Managers Certificate.
- c. Obtain property owner authorization in writing when temporarily or permanently vending on private property;
- d. Carry evidence of property owner authorization at all times;
- e. Not be stationed within a street or public way or within the clear sight triangle;
- f. Not be stationed within five hundred (300) feet from any operating commercial restaurant building in the City of Colton, unless the mobile food vehicle is operated by said vehicle or is authorized by a Special Event Permit;
- g. Not be stationed in any location that blocks or otherwise interferes with the free movement of vehicles, pedestrians, or accessible (handicap) parking or path of travel.
- h. Not be stationary on any site for a period exceeding sixty (60) minutes unless a readily available toilet and handwashing facility are provided within two hundred (200) feet of the vehicle. After the allotted time, vehicles shall not vend on the same property, or within five hundred (500) feet of that property, for a period of two hours;
- i. Not back up in a street or public way to make or attempt to make a sale;

- j. Not operate between the hours of 9:00 p.m. and 8:00 a.m. within any residentially designated area and shall not operate within one hundred fifty (150) from any residential designated and built property.
- k. Shall be equipped with refuse containers large enough to contain all refuse generated by the operation of such vehicle, and the operator of the food vehicle shall pick up all refuse generated by such operation within a fifty-foot radius of the vehicle before such vehicle is moved;
- l. A commercial property or shopping center, which has three or more mobile food vehicles at the same time, shall be required to obtain a Special Event Permit pursuant to the provisions of Chapter 5.44.
- m. Prominently display the company's name, address and phone number with two-inch minimum letters and numbers on both sides of the vehicle.
- n. One portable sign, not to exceed twenty (20) square feet and a height of four feet, may be displayed outside of a mobile food vehicle when displayed in conjunction with an operating mobile food vehicle. The sign shall be considered part of the mobile food vehicle and cannot be placed where the vehicle would otherwise be prohibited. The sign shall be removed upon the mobile food vehicle leaving the property.
- o. Shall be subject to other regulations in the Colton Municipal Code, including but not limited to noise and light/glare regulations;
- p. Other non-motorized mobile food vending apparatuses (e.g., push carts, bicycle carts), not classified as mobile food vehicles, shall be regulated by Chapter 5.16 – Peddlers, Solicitors, Canvassers.

5.14.030 – Fees.

Fees for a business license to operate a mobile food vehicle shall be as prescribed in Chapter 5.02, Section 5.02.390 (Classification A) of this Title.

5.14.40 – Liability.

No person shall drive or operate or cause or permit to be driven any mobile food

vehicle in the City unless the operator or vendor thereof shall have obtained a liability insurance policy from a responsible and solvent corporation, authorized to issue such policies under the laws of the state, insuring such operator or vendor and covering the mobile food vehicle. The City of Colton shall be named as an additional insured under the policy. The Development Services Director may waive the insurance requirement for special events with a valid Special Event Permit.

5.14.50 – Actions as a result of violations.

The Development Services Director or his/her designee may deny an application for a mobile food services business license if there is evidence on the record that the mobile food service vehicle has operated at an event, within the City, in violation of the law, and/or poses a threat to the public's health, safety and welfare.

- A. License denial —notice. Notice of the denial of a license shall be given in writing, setting forth specifically the grounds for denial and the opportunity to appeal the denial. Such notice shall be mailed, postage prepaid, to the licensee at his last known address within five days following denial of the license application.
- B. Appeals. Denial of a business license for a mobile food service vehicle may be appealed by applicant to the Code Compliance and Housing Appeals Board (CCHAB). Such appeal shall be taken by filing with the City Clerk, within fourteen days after notice of the action has been mailed to appellant's last known address, a written statement setting forth fully the grounds for the appeal. The CCHAB shall set a time and place for a hearing on such appeal and notice of such hearing shall be given to the appellant in the manner as provided in Chapter 8.04, Section 8.04.090. The decision and order of the CCHAB on such appeal shall be final and conclusive.
- C. Revocation of license. Licenses issued under the provisions of this chapter may be revoked by the after notice and hearing by CCHAB, for any of the following causes:

- a. Fraud, misrepresentation, or false statement contained in the Application for license; and
- b. Any violation of this chapter.

The decision and order of the CCHAB on such appeal shall be final and conclusive.”

SECTION 2: Chapter 5.15 of Title 5 of the Colton Municipal Code is hereby added to read as follows:

“Chapter 5.15 – HOUSE NUMBERS ON CURBS

Sections:

5.15.010 – Permit required.

It is unlawful for any person to paint or cause to be painted any house numbers on street curbs within the City, or charge a fee or solicit contributions for same, without a valid business license, issued as provided in this chapter. As used in this section, the words “paint” or “cause to be painted” include any means by which house numbers are affixed or applied to a street curb, including but not limited to paint of any kind applied in any manner and decals of any type which are designed to adhere to a street curb.

5.15.020 – Applications.

To obtain a permit pursuant to the provisions of this chapter, an application shall be filed with the Public Works Department containing the following information:

- A. The location or area in which the applicant intends to paint house numbers on curbs;
- B. The specific days on which the applicant intends to paint curbs;
- C. Such other relevant information as determined to be necessary by the Public Works Department.

5.15.030 – Fees.

Applicants shall pay a license tax based upon Gross Receipts at the rates and classifications set forth in Section 5.02.400 (Service-oriented Businesses). Non-profit charitable and religious organizations shall pay a non-refundable fee of \$25.00, as prescribed in Section 5.02.040(F) which shall cover both permit and business license.

5.16.040 – Display of Permit.

Every person to whom a permit and license has been granted shall display the permit in a conspicuous place, or on the front of his or her garment, at all times while canvassing neighborhood to sell services. Failure to display or exhibit the permit is a violation of this chapter.

5.15.050 – Prior approval required.

Prior to painting house numbers, the permit holder shall obtain the written consent of an adult owner and/or occupant of the abutting property. The permit and business license shall be on display in a conspicuous place and available for inspection by the owner and/or occupant of the property. In addition to written consent from the owner and/or occupant, the form used for obtaining consent shall also specify the exact fee or donation which is expected to be paid. The silence of the owner and/or occupant of the failure or omission of any occupant to complete or sign the form or to in any other manner indicate consent or refusal to have house numbers painted on the curb shall not constitute consent or in any way be relied on by the permit holder as indicating consent. No person other than an adult owner and/or occupant who has consented in writing shall have any responsibility for payment of the fee or donation.

5.15.060 – Standards.

The Public Works Department shall establish standards which shall govern the appearance of house numbers on curbs and the manner in which they may be applied, including but not limited to standards relating to the size, color and location of the numbers and materials used to apply the numbers. The standards shall be provided in writing to every person to whom the permit is issued and the permit holder shall sign a

copy of the standards which includes a statement indicating that the permit holder has read and understands the standards and will follow them in applying curb numbers. The signed copy shall be retained in the Department's files relating to the applicant.

5.15.070 – Liability.

The issuance of a permit hereunder shall not be construed as imposing any responsibility or liability on the City or any of its officers or employees for claims for property damage or personal injury in any way arising out of, or relating to, the house number painting activities of the permit holder. It is unlawful for the permit holder to in any way represent or imply to anyone that the permit holder is a representative, or is acting for or on behalf of, the City or any other public agency in offering to paint house numbers on curbs.

- A. Permit holder shall indemnify, defend and save the City, its authorized agents, officers, representatives and employees, harmless from and against any and all penalties, liabilities or loss resulting from claims of court action and arising out of any accident, loss or damage to persons or property happening or occurring as a proximate result of any work undertaken under the permit granted pursuant to this application.

- B. Permit holder shall comply with terms and conditions of the permit and all applicable rules and regulations of the City of Colton and other public agencies having jurisdiction.

5.15.080 – Conditions.

The issuance of a permit pursuant to this chapter shall be conditioned on compliance by the applicant with all provisions of this chapter and shall be subject to any special conditions which the Public Works Department determines to be necessary for the purpose of protecting the condition and use of City rights-of-way and public improvements located thereon and the health, safety and general welfare of the property owners abutting on the rights-of-way on which the applicant intends to paint house numbers. Such special conditions may include, but are not limited to, limits on

the house during which the permit holder may solicit orders and the hours during which the house number painting activity may take place and a permit expiration date which shall not be later than the sixtieth (60th) day following the date on which the permit is issued. It is unlawful for the permit holder or any employee or representative of the permit holder to solicit orders or engage in house number painting activities in violation of any such special conditions. Special conditions applicable to a permit shall be specified in writing on the permit or in a written attachment thereto.

5.15.090 – Employee list.

Before issuance of any permit, the applicant shall file with the Public Works Department a list of the names and addresses of all persons who will be in the employ of, or act as representatives of, the permit holder, for the purpose of carrying on the activities authorized by the permit. The permit holder shall notify the Public Works Department in writing of any additions to the list within seventy-two (72) hours following the addition of any new employee or representative. The permit holder shall have a person on location to act as manager at all times during which the street numbering activities are conducted.

5.15.100 – Records.

The permit holder shall maintain a record of the streets and curb numbers in which he or she paints street address numbers. A list of such streets shall be forwarded to the Public Works Director upon completion of the work on a weekly basis.

5.15.110 – Cancellation and revocation.

A permit may be cancelled by the Public Works Department and business license revoked by the Business License Officer if it is determined that the permit holder or his representatives have violated any of the requirements of this chapter or have engaged in any other conduct or activity on the basis of which it is determined that the permit should be cancelled and the business license revoked for the protection of public health, safety or general welfare. Notice of cancellation and/or revocation shall be in writing and shall specify the reasons for the cancellation and/or revocation. The cancellation

and/or revocation shall be effective immediately upon confirmation of delivery to the permit holder or his/her authorized representative.

5.15.120 – Appeal.

The cancellation of a permit as provided in CMC Section 5.15.110 shall be final on the expiration of ten (10) days following the effective date of the revocation unless the permit holder files a written notice of appeal to the City Council pursuant to CMC Chapter 5.44.220.

5.15.130 – Penalty.

Violation of any requirement or prohibition of this chapter is a misdemeanor and is punishable as set forth by Title 9, Chapter 5 (Offense Against Property), Section 9.24.040 and is subject to administrative penalties as may be set forth in this Code.

SECTION 3: Chapter 5.16 of Title 5 of the Colton Municipal Code is hereby amended in its entirety to read as follows:

“Chapter 5.16 – PEDDLERS, SOLICITORS, CANVASSERS

Sections:

5.16.010 - Defined.

A. A “Peddler” is defined as any individual, whether resident of the City or not, traveling either by foot, automobile, truck or any other type of conveyance, from place to place, from house to house or along the streets of the City, selling and making immediate delivery of, or offering for sale and immediate delivery of, any goods, wares, merchandise or anything of value, in possession of the person. “Goods” shall include any items identified in Colton Municipal Code Section 12.44.010 as “any consumable items, foods, beverages, merchandise or wares, being offered for sale,” as well as flowers, fruit and other perishable items.

B. A “Canvasser” or “Solicitor” is defined as any individual, traveling either by foot, automobile, truck or any other type of conveyance, from place to place, from house

to house or along the streets of the City taking or attempting to take orders for Sale of Goods, wares or merchandise, Personal Property of any nature whatsoever for future delivery services to be furnished or performed in the future.

5.16.020 - Permit and license—Required.

It is unlawful for any Peddler, Solicitor or Canvasser as defined in Section 5.16.010 of this chapter to engage in such Business or activity within the corporate limits of the City without first obtaining a Permit and license therefor in compliance with the provisions of this chapter.

5.16.030 - Permit and license—Application—Filing and information required.

Applicants for Permit and license under this chapter must file with the City an Application in writing on a form to be furnished by the City Manager, or his or her designee, which shall give the Following information:

- A. Name, address and telephone number of the Applicant; including:
 - a. The true and fictitious names, aliases and residences of the applicant if an individual; the true and fictitious names, aliases and residences of all members of the applicant if the applicant is a firm, association or partnership; the true and fictitious names, aliases and residences of the principal officers of the applicant if the applicant is a corporation; and
 - b. The birth date and social security number of each and every person enumerated in subdivision (a);
 - c. If employed, the name and address of the employer, together with credentials establishing the exact relationship;
- B. A brief description of the nature of the Business or activity, and the Goods or Services to be sold;
- C. The length of time for which the right to do Business is desired;
- D. A copy of the State of California Sales Tax Permit (Revenue & Taxation Code §6066) for the applicant's activities as proposed in the application;

- E. A copy of the articles of incorporation for the corporate entity or non-profit.
- F. The geographic area(s) where the Goods or Services proposed to be sold, or orders taken for the Sale thereof, and the proposed method of delivery;
- G. Such other reasonable information as to identify the background of the persons enumerated in division (A) as the Chief of Police may require, including but not limited to, fingerprints and photograph(s) of Applicant(s). The fingerprints shall be submitted via LiveScan™, or equivalent direct input process, to the California Department of Justice with criminal history results directed to the mnemonics of the Colton Police Department at least thirty calendar days in advance of the proposed activity;
- H. A statement as to whether or not the Applicant has been convicted of any felony, misdemeanor, or Violation of any municipal Ordinance, within the past ten years, including the nature, place and date of any conviction for the offense and the punishment or penalty assessed therefor; and
- I. If food products are sold, the applicant shall obtain a Health Permit issued by the County of San Bernardino, Division of Environmental Health Services (“county health department”).

5.16.040 - Permit and license—Application—Fee.

At the time of filing the Application a Fee in an amount to be determined by Resolution of the City Council Shall be paid to the City to cover the cost of investigation of the facts stated therein.

5.16.050 - Investigation of Applicant.

Upon receipt of such Application, the original shall be referred to the Chief of Police, who shall cause such investigation of the Applicant's Business and moral character to be made as he deems necessary for the protection of the public good. The applicant shall cooperate with the Police Department in conducting their investigation and shall, if requested, provide the Police Department with other documents and materials which may be requested that reasonably relate to the course of the department's investigation.

Within forty-five calendar days of the date the application is filed with the City, the Chief of Police shall report to the issuing department recommending approval or denial of the permit and stating the reasons therefore.

5.16.051 - Permit—Temporary.

Upon receipt of an Application, the City may issue a temporary Permit pending completion of the background investigation. Such Permit shall be revocable at any time and shall not be granted for a period exceeding one year.

5.16.060 - Permit and license—Application—Disapproval—Non-issuance.

If as a result of such investigation, the Applicant's character or Business responsibility is found to be unsatisfactory, the Chief of Police Shall endorse on such Application his disapproval and his reasons for the same, and return the Application to the Business License Officer Shall notify the Applicant that his Application is disapproved and that no Permit and license will be issued.

5.16.070 - Permit and license—Application—Approval—Issuance—Record.

If as a result of such investigation, the character and Business responsibility of the Applicant are found to be satisfactory, the Chief of Police Shall endorse on the Application his Approval for the carrying on of the Business applied for and return the Application to the Business License Officer who Shall, upon payment of the prescribed license Fee, issue the Applicant his Permit and license. Such license Shall and Shall show name, address and photograph of the licensee, the class of license issued and the kind of Goods to be sold thereunder, the amount of Fee paid, the date of issuance and the length of time the same Shall be operative, as well as the license number and other identifying description of any Vehicle Used in such soliciting or canvassing. The Business License Officer Shall keep a permanent record of all permits and licenses issued.

5.16.080 - Time for solicitation.

No Permit as herein contemplated shall be issued to allow peddling, canvassing or solicitations before nine a.m. in the morning or after sundown.

5.16.090 - Fee—Designated.

Fees for a permit and license for Peddling, Soliciting, or canvassing in the City shall be as prescribed in Chapter 5.02 of this Title.

5.16.130 - Fees Exemption.

Whenever any person intends to peddle or solicit goods, wares, services or merchandise for the purpose of raising funds of soliciting donations for a tax exempt organization (i.e., registered 501(c)(3) organizations), said applicant may apply to the Business License Officer for a permit to be issued with payment of one-half of the adopted permit fee. No exemption shall be provided for the Police background check.

5.16.140 – Exemptions from Chapter 5.16.

This chapter shall not apply to children, under the age of 18 years, selling items without compensation for schools, charitable organizations, scouts, athletic teams, or other such organized fundraising events.

5.16.150 – Display of Permit.

Every person to whom a permit and license has been granted shall display the permit in a conspicuous place, or on the front of his or her garment, at all times while peddling, soliciting or canvassing. Peddlers, Solicitors, and Canvassers are required to exhibit their licenses at the request of any citizen or Police Officer. Failure to display or exhibit the permit is a violation of this chapter.

5.16.16 - Duty of Police to enforce provisions.

It Shall be the duty of any Police Officer of the City to require any Person seen soliciting or canvassing, and who is not known by such Officer to be duly licensed, to produce his Peddler's, Solicitor's or Canvasser's license and to enforce the provisions of this chapter against any Person found to be violating the same.

5.16.17- Record of convictions for Violations to be kept.

The Chief of Police Shall maintain a record and report to the Business License Officer all convictions for Violation of this chapter and the Business License Officer Shall maintain a record for each license issued and record the reports of Violation therein.

5.16.18 - Permit and license—Revocation.

Permits and licenses issued under the provisions of this chapter may be revoked by the Code Compliance and Housing Appeals Board after Notice and hearing, for any of the Following causes:

- A. Fraud, misrepresentation, or false statement contained in the Application for license;
- B. Fraud, misrepresentation or false statement made in the course of carrying on his Business as Solicitor or as Canvasser;
- C. Any Violation of this chapter;
- D. Conviction of any crime or misdemeanor involving moral turpitude; or
- E. Conducting the Business of soliciting, or of canvassing, in an unlawful manner or in such a manner as to constitute a breach of the peace or to constitute a menace of the health, safety, or general welfare of the public.

5.16.19 - Hearing for license revocation—Notice.

Notice of the hearing for revocation of a permit or license shall be given in writing, setting forth specifically the grounds of complaint and the time and place of hearing. Such Notice Shall be mailed, postage prepaid, to the licensee at his last known address at least five calendar Days prior to the date set for hearing.

5.16.20 - Appeal from Permit or license denial or Fee adjustment Decision—Hearing procedure.

Any Person aggrieved by the action of Business License Officer in the denial of a Permit or license as provided in Section 5.16.060, or the action of the City in the assessing of the Fee as provided in Section 5.16.140 Shall have the right of Appeal to the Code Compliance and Housing Appeals Board. Such Appeal Shall be taken by filing with the City Clerk, within fourteen calendar Days after Notice of the action complained of has been mailed to such Person's last known address, a Written statement setting forth fully the grounds for the Appeal. The Code Compliance and Housing Appeals Board Shall set a time and place for a hearing on such Appeal and Notice of such hearing shall be given

to the appellant in the same manner as provided in Section 5.16.200 for Notice of hearing or revocation. The Decision and order of the Code Compliance and Housing Appeals Board on such Appeal Shall be final and conclusive.

5.16.21 - Penalty for Violation.

Any Person violating any of the provisions of this chapter shall, upon conviction thereof, be punished by a fine in accordance with the most recently adopted citation fee schedule.”

SECTION 2: Chapter 5.24 of Title 5 of the Colton Municipal Code is hereby amended in its entirety to read as follows:

“Chapter 5.24 - MASSAGE PARLORS AND MASSAGE TECHNICIANS

Sections:

5.24.010 - Definitions.

The following words as used in this Chapter shall have the signification attached to them in this Chapter unless otherwise clearly apparent from the context:

“CAMTC Certificate” means a certificate issued by the California Massage Therapy Council to a Person who has obtained the right to use the title Certified Massage Therapist or Certified Massage Practitioner.

"Cosmetology Establishment" means an establishment which is licensed pursuant to all applicable Federal, State and Local Laws, rules and regulations to provide primarily the following types of services: (1) shaving or trimming the beard or cutting the hair of a Person; (2) giving facial and scalp Massages or treatments to a Person; (3) shampooing, arranging, dressing, curling, waving, relaxing, permanent waving, coloring or straightening the hair of a Person; (4) removing superfluous hair from the body of any Person by the Use of depilatories, tweezers or chemicals; and (5) cutting, trimming,

polishing, tinting, coloring, cleansing, or manicuring the nails of any Person.

"Licensed Massage Technician" means any Person who administers Massage upon another human being in exchange for anything of value whatsoever while in the possession of a valid CAMTC Certificate.

"Massage" means and includes any method of treating or manipulating the external parts of the human body for remedial, hygienic, relaxation or any other purpose, whether by means of pressure on, friction against or rubbing, touching, stroking, tapping, kneading, pounding, vibrating or other manner of touching external parts of the human body with the hands or by means of an instrument, such as any mechanical or electrical apparatus or appliance, with or without supplementary aids such as rubbing alcohol, liniment, antiseptic, oil, powders, creams, ointment or other similar preparations commonly used in this practice.

"Massage Parlor" means any business wherein any Person, firm, association, partnership, corporation, or combination of the same engages in, conducts, carries on or permits to be engaged in, conducted or carried on, for money or any other consideration whatsoever, the administration to another Person of a Massage or a bath or health treatment involving a Massage. "Massage Parlor" shall not include Cosmetology Establishments.

"Operator" means all Persons who have an ownership interest in a Massage Parlor or a Cosmetology Establishment and who are responsible for the Day to Day operations of the establishment.

"Person" means any individual, corporation, partnership, association or other group or combination of the same acting as an entity.

"Unlicensed Massage Technician" means any Person who administers Massage upon another human being in exchange for anything of value whatsoever without a valid

CAMTC Certificate.

5.24.020 - Business License—Required/Fee.

- A. The fee for an owner or operator of a Massage Parlor shall be set in accordance with Chapter 5.02.

5.24.030 - Massage Parlor Permit.

- A. It is unlawful for any Person to own or operate, in or upon any fixed premises within the City, a Massage Parlor in the absence of a Permit issued pursuant to the provisions hereinafter set forth.
- B. Notwithstanding anything to the contrary in subsection A of this section, Persons who own or operate licensed Cosmetology Establishments and who wish to provide incidental Massage services pursuant to Section 5.24.190, need not obtain a Permit pursuant to this Section.
- C. Each applicant shall pay a nonrefundable fee, in an amount determined by Resolution of the City Council, at the time they submit a Permit application or renewal application under this section. The application fee is for the purpose of defraying the expense of investigation, administration and issuance of said Permit.

5.24.040 – Unlicensed Massage Technicians.

- A. It is unlawful for any Person to engage in, conduct or carry on, attempt to engage in, conduct or carry on, or to Permit to be engaged in, conducted or carried on the business of an Unlicensed Massage Technician at any location within the City, including a Massage Parlor and a Cosmetology Establishment.
- B. The requirements of this Section shall have no Application and no effect upon, and Shall not be construed as applying to, any physician, surgeon, chiropractor, osteopath, or physical therapist fully licensed by the State, or any nurse, assistant, trainee or other Person administering under the immediate direction, supervision

and control of any physician, surgeon, chiropractor, osteopath, or physical therapist duly licensed by the State. This section does not apply to any treatment administered in good faith in the course of the practice of any healing art or professions by any Person licensed to practice any such art or professions under the Business and Professions Code of the State or any other Law of this State.

5.24.050 – Permit Application contents.

- A. An applicant for a Massage Parlor Permit shall submit the following information:
1. Full name and any aliases heretofore used or currently used, and current addresses;
 2. Written proof that the applicant is over the age of eighteen Years;
 3. The business, occupation, or employment of the applicant for three years immediately preceding the date of the application;
 4. Any Massage or similar Business License history of the applicant, including whether such Person, in previous operation, in this or another area, has had his or her license revoked or suspended, the reason therefor, and any business activity or occupation subsequent to the action of suspension or revocation; and
 5. A full list of all Licensed Massage Technicians who will practice at the premises. For each Licensed Massage Technician listed, applicant shall provide the current CAMTC Certificate number and a copy of the CAMTC Certificate.

5.24.060 - Permit—Procedure.

Upon payment of all fees, the accurate submission of all information required by the application, and upon proper inspection, the appropriate Permit shall be granted. Any Person denied a Permit pursuant to these provisions may appeal to the City Council in writing, stating reasons why the Permit should be granted. The City Council may grant or deny the Permit. All Permits issued hereunder are nontransferable; provided, however, that a change of location of a Massage Parlor may be permitted pursuant to Section 5.24.080.

5.24.070 - Display of Permit and Certificates.

Every Person to whom a Massage Parlor Permit has been granted shall display the Permit and the current CAMTC Certificate held by each Licensed Massage Technician employed therein in a conspicuous place at the premises.

5.24.080 - Change of location.

A change of location of Massage Parlor premises shall be Approved by the Chief of Police provided all applicable laws are complied with and the change of location fee of ten dollars is first paid.

5.24.090 - Permit—Expiration and renewal.

- A. All Permits issued under provisions hereof shall expire on the first day of January of each year. A renewal Permit may be issued upon application to the collections officer and the payment of a renewal fee of ten dollars. Any application for renewal must be made on or before the fifteenth day of January of each year. In the event of failure to so apply for renewal of a Permit on or before the fifteenth day of January, a Person whose Permit has expired shall be deemed a new applicant and shall have to requalify under the provisions herein. With each new year's renewal application, Persons holding a Massage Parlor Permit must submit a list of all Licensed Massage Technicians who will practice at the premises. For each Licensed Massage Technician listed, applicant shall provide the current CAMTC Certificate number and shall provide copies of CAMTC Certificates of Licensed Massage Technicians who have been employed by the Massage Parlor during the prior year.

5.24.100 - Facilities.

No Massage Parlor Permit shall be issued unless an inspection discloses that the Massage Parlor complies with each of the following minimum requirements:

- A. A readable sign in compliance with this Code shall be posted at the main entrance

identifying the business as a Massage Parlor.

- B. Minimum lighting shall be provided in accordance with the Uniform Building Code, and additionally, at least one artificial light of not less than forty watts shall be provided each enclosed room or booth where Massage services are being rendered.
- C. Minimum ventilation shall be provided in accordance with the Uniform Building Code.
- D. Adequate equipment for disinfecting and sterilizing any instruments used for Massage Shall be provided.
- E. Hot and cold running water shall be provided.
- F. Closed cabinets shall be utilized for the storage of clean linen.
- G. Adequate dressing and toilet facilities shall be provided for the patrons. Such facilities shall be equipped with adequate locking devices.
- H. All walls, ceilings, floors, steam or vapor rooms, and all other physical facilities for the Massage Parlor shall be kept in good repair and shall be maintained in a clean and sanitary condition.
- I. Clean and sanitary towels and linens shall be provided for patrons receiving Massage services. No common use of towels or linens shall be permitted.

5.24.110 - Employee—Restrictions.

No Person holding a Massage Parlor permit may hire any Unlicensed Massage Technician or permit any Unlicensed Massage Technician to perform Massages at the premises.

5.24.130 - Inspection.

The Chief of Police and/or the collections officer of the City, or their Representatives, may inspect any Massage Parlor or Cosmetology Establishment in which Incidental Massage services are performed pursuant to this Chapter upon either one week's written notice or immediately with a search warrant for the purpose of determining that the provisions of this Chapter are met.

5.24.140 - Records of treatment.

Every Person owning or operating a Massage Parlor under a Permit as herein provided, and any Person owning or operating a Cosmetology Establishment in which Incidental Massage services are performed pursuant to this Chapter, shall keep a record of the date and hour of each treatment, the name and address of the patron, and the name of the technician administering such treatment. Identical records shall be kept of treatment rendered off the premises, and, in addition, shall describe the address where the treatment was rendered. Such records shall be maintained for a period of two years. Such records shall be open to inspection upon one week's written notice or immediately with a search warrant by officials charged with the enforcement of these provisions for the purposes of Law enforcement and for other purposes related to this Chapter.

5.24.150 - Grounds for revocation.

- A. A Massage Parlor Permit may be revoked as set forth in Section 5.24.160 on one or more of the following grounds:
 - 1. That the holder is guilty of fraud or deceit in her or his application for a Permit;
 - 2. That the holder is permitting the practice of Massage in a manner intended to arouse, appeal to, or gratify the lust or passions or sexual desires of another, or that the holder is permitting the practice medicine without a license or engaging in other similar unauthorized practices;
 - 3. That the holder has been convicted in a court of competent jurisdiction of a felony or a crime of moral turpitude. The conviction of a felony shall include

the conviction of an offense which, if committed within the State, would constitute a felony under the laws thereof; or

4. That the holder has employed, allowed or permitted an Unlicensed Massage Technician to perform Massage at the premises.

5.24.160 - Revocation and Appeal.

If any Person holding a Permit to carry on the business of a Massage Parlor, as provided in this Chapter, shall conduct or carry on such business contrary to the provisions of this Chapter or any other law relating to or regulating such business, it shall be subject to suspension, revocation, and any other penalty permitted under this Code.

No Permit shall be suspended or revoked until after a hearing has been conducted before the City Council relating to such suspension or revocation. Notice of such hearing shall be given in writing and shall be served at least ten days prior to the date of the hearing thereon, which notice shall state the grounds of complaint against the holder of such Permit, or against the business carried on by her or him and shall also state the time when and the place where such hearing will be held. Such notice shall be served upon the holder of such Permit by delivering the same to such Person, his manager or agent, or to any Person in charge of, or employed in the place of business of such licensee or by leaving such notice at the place of business or residence of such Person with some Person of suitable age and discretion. In the event the holder of such license cannot be found, and a service of such Notice cannot be made upon him or her in the manner herein provided, then a copy of such notice shall be mailed, postage fully prepaid, addressed to such holder or such licensee at his place of business or residence at least ten days prior to the date of such hearing.

5.24.170 - Abatement.

Any Massage Parlor or Cosmetology Establishment in which Incidental Massage services are performed pursuant to this Chapter that is operated, conducted, or maintained contrary to the provisions of this Chapter shall be and the same is declared to be unlawful and a Public Nuisance. The City Attorney or the District Attorney may, in addition to or in lieu of prosecution in a criminal action hereunder, commence an action

or actions, proceeding or proceedings for the abatement, removal, and enjoinder thereof, in the manner provided by law. They shall also take such other steps, and shall apply to such courts or court as may have jurisdiction to grant such relief, as will abate or remove such Massage Parlor or Cosmetology Establishment and restrain and enjoin any Person from operating, conducting, or maintaining a Massage Parlor or Cosmetology Establishment contrary to the provisions of this Chapter.

5.24.180 - Severability.

This Chapter and the various parts, sections and clauses thereof are declared severable. If any part, sentence, paragraph, section or clause is adjudged unconstitutional or invalid, the remainder of this chapter shall not be affected thereby. The City Council of the City of Colton declares that it would have passed this Chapter and each part thereof, regardless of the fact that one or more parts thereof be declared unconstitutional or invalid.

5.24.190 - Cosmetology Establishments providing Incidental Massage services.

- A. Every Cosmetology Establishment providing Massages pursuant to this Chapter shall be duly and adequately licensed at all times pursuant to all State and Local Laws, rules and regulations, including but not limited to, Chapter 5.02 of this Code.
- B. Massage services shall be performed only by Licensed Massage Technicians.
- C. Massages shall be provided only in clearly designated, lighted and accessible locations within the Cosmetology Establishment. The provision of Massages, as well as the location in which the all Licensed Massage Technicians operate, shall comply with the Federal, State and Local health, safety and building standards applicable to Cosmetology Establishments, including those statutory and regulatory standards applicable to the operation of Cosmetology Establishments.
- D. Massage services shall be Incidental to the primary cosmetology services of the Cosmetology Establishment. No more than one Licensed Massage Technician

shall be permitted to operate in a Cosmetology Establishment for every three cosmetologists operating in the same Establishment at any one time. If less than three cosmetologists are operating in the Establishment at any one time, there shall be no more than one Licensed Massage Technician operating in the same Establishment at that time.

- D. It is unlawful for any Person to own or operate a Cosmetology Establishment in which Licensed Massage Technicians operate if the establishment does not comply with all applicable Federal, State and Local health, safety and building standards, including those statutory and regulatory standards applicable to the operation of Cosmetology Establishments.”

SECTION 5: Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance or any part thereof is for any reason held to unconstitutional, such decision shall not affect the validity of the remaining portion of this ordinance or any part thereof. The City Council of the City of Colton hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrases be declared unconstitutional.

SECTION 6: This ordinance shall take force and effect thirty (30) after its adoption.

SECTION 7: The City Clerk shall certify to the adoption of this Ordinance and cause it, or a summary of it, to be published in a newspaper of general circulation printed and published within the City of Colton in accordance with law.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2016.

Richard A. De La Rosa
Mayor

ATTEST:

Carolina R. Padilla
City Clerk

APPROVED AS TO FORM:

Best Best & Krieger LLP
City Attorney

CERTIFICATION

I, Carolina R. Padilla, City Clerk of the City of Colton, California, do hereby certify that the foregoing Ordinance was regularly introduced at a regular meeting of the City Council of the City of Colton, California, duly held the _____ day of _____, 20____, and thereafter at a regular adjourned meeting held on the _____ day of _____, 20____, it was duly passed and adopted by the following vote of the Council:

AYES:

NOES:

ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Colton, California, this _____ day of _____, 20____.

Carolina R. Padilla
City Clerk of the City of Colton, California