CITY OF COLTON

City Hall

650 N. La Cadena Drive
Colton, CA 92324
Website: www.coltonca.gov

Mayor Richard A. DeLaRosa
Council Members:
David J. Toro – District 1
Summer Zamora Jorrin – 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, APRIL 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)
Largo Concrete, Inc., v. City of Colton, el al.
San Bernardino Superior Court, Case No. CIVDS 1400406

B. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant Exposure to Litigation, Pursuant to Government Code Section 54956.9(d)(2)
One (1) potential case, Craig White, Claim No. 15592812

C. CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to Government Code Section 54957.6
Agency designated representatives: City Manager / Human Resources Manager
Employee Group: General Unit

D. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to Government Code Section 54956.8
Property APN: 0254-191-09
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

CITY ATTORNEY ORAL REPORT ON CLOSED SESSION ACTIONS

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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.

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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*

- Presentation - Business Focus – William Furnace Company
- Recognition - Animal Care and Control Appreciation Week
  - Presentation by Start Rescue President Steve Spiro and Vice President Rene Ruston
  - Presentation by Council Member Toro on City of Colton Animal Services

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 ACTION ITEMS

- Letter of Support for Assembly Bill 797 – Letter of support for Assembly Bill 797, as amended (Steinworth): Immunity: Civil Liability: Damaging a Vehicle: Rescue of Child or Animal Support Assembly Bill 797 **[CM Toro]**

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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.

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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 April 5, 2016 on File in the Office of the City Clerk. **[City Clerk Padilla]**

(2) Warrants – Approve U.S. Bank vouchers dated 03/16/16 totaling $31,442.73; voucher numbers 155013 to 155111 dated 03/24/2016 and totaling $1,347,791.17; voucher numbers 155112 to 155256 dated 03/31/2016 and totaling $1,667,705.31; voucher numbers 155257 to 155386 dated 04/07/2016 and totaling $1,287,270.29, less voided checks totaling $24,554.30; and a payroll disbursement listing for the period 03/12/2016 to 03/25/2016 and totaling $714,382.69 on file in the Finance Department. **[Staff Person: A. Agramonte]**

(3) Second Reading of Ordinance No. O-07-16 – Waive full reading and pass second reading of an ordinance of the City Council of the City of Colton adding a new Chapter 9.23 to Title 9 of the Colton Municipal Code regarding psychoactive herbal incense, psychoactive bath salts and other synthetic drugs, prohibiting the distribution and sale of certain intoxicating chemical compounds known as synthetic drugs. **ORDINANCE NO. O-07-16 [City Attorney]**

(4) Second Reading of Ordinance No. O-08-16 – Waive full reading and pass second reading of an Ordinance of the City of Colton, adopting rate increases to City of Colton Water Service Charges, ORDINANCE NO. O-08-16. [Staff Person: D. Kolk]

(5) Destruction of Obsolete Records – Approve and adopt a Resolution authorizing the destruction of certain obsolete records, RESOLUTION NO. R-26-16. [Staff Person: S. Sanchez]

(6) Approval of the 2015 Byrne Memorial Justice Assistance Grant (JAG) and MOU – Approve and adopt a Resolution authorizing the acceptance of the 2015 Edward Byrne Memorial Justice Assistance Grant (JAG) in the amount of $13,280 along with its accompanying MOU with the County of San Bernardino, RESOLUTION NO. R-27-16. [Staff Person: M. Owens]

(7) Summary Vacation of a Portion of West Valley Blvd – Approve and adopt a Resolution to summarily vacate a portion of excess right of way along the west side of Valley Blvd, RESOLUTION NO. R-28-16. [Staff Person: D. Kolk]

(8) First Amendment to Maintenance Services Agreement with Siemens Industry, Inc. – Approve the First Amendment to the Maintenance Services Agreement with Siemens Industry, Inc., for the Traffic Signal Maintenance and Emergency Traffic Signal services for the Fiscal Year 2015/2016, in the amount of $50,824.17; and approve and adopt a Resolution to amend the FY2016-17 Budget, RESOLUTION NO. R-29-16. [Staff Person: D. Kolk]

(9) Waste Disposal Agreement - Approve Amendment No. 6 to the Waste Disposal Agreement (WDA) between the County of San Bernardino and the City of Colton to change the termination date from June 30, 2016 to June 30, 2021. [Staff Person: D. Kolk]

(10) AB2766 Matching Grant Funds from MSRC – (1) Authorize the City Manager to sign and execute all documents to accept matching grant funds in the amount of $25,000 from the Mobile Source Air Pollution Reduction Review Committee (MSRC) and enter into Contract Number ML16062 with the South Coast Air Quality District (SCAQMD) for the installation of curbside vehicle charging stations near multi-family dwelling units. (2) Approve and adopt a Resolution to amend the Electric Department FY 2015-2016 budget appropriation to increase expenditures by $25,000 in expense account number 520-8000-8041-2350-0923-000. (3) Approve the Colton Electric Department's (CED) participation in the Professional Services Agreement that Southern California Public Power Authority (SCCPA) executes, at the request of and on behalf of its members, for the purchase of electric curbside charging stations, and authorize the City Manager to sign the letter of participation RESOLUTION NO. R-31-16 [Staff Person: D. Kolk]

PUBLIC HEARING

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.

(11) User Fee Update for Development Services

TIME AND PLACED FIXED TO CONSIDER A PUBLIC HEARING TO APPROVE AND ADOPT A RESOLUTION ESTABLISHING AN UPDATED FEE SCHEDULE FOR SERVICES PERFORMED BY THE DEVELOPMENT SERVICES DEPARTMENT, AND REPEALING PORTIONS OF RESOLUTION NO. R-03-13 AS APPLICABLE THERETO. [Staff Person: M. Tomich]

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: Approve and Adopt RESOLUTION NO. R-30-16.

MOTION _____ SECOND _____

BUSINESS ITEMS

(12) Animal Regulations - Waive full Reading, Read by title only, and introduce an Ordinance of the of the City Council of the City of Colton amending Title 7 of the Colton Municipal Code relating to the City's comprehensive animal regulations and adopting Riverside County Ordinance No. 921 relating to the spaying and neutering of pit bull breeds, ORDINANCE NO. O-09-16. [CM Toro and CA Campos]

MAYOR AND COUNCIL ORAL REPORTS AND COMMENTS

CITY MANAGER'S REPORTS

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, April 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.coltonca.gov

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Facsimile: (916) 403-7394
Email: sjud.fax@sen.ca.gov

CIVIC CENTER
650 N. LA CADENA DRIVE
COLTON, CA 92324
PH: (909) 370-5060
FX: (909) 370-5192
WEB: www.coltonca.gov

March 24, 2016

Honorable Members of the Senate Judicial Committee
c/o Chief Counsel Margie Estrada
State Capitol, Room 2187
Sacramento, CA 95814

Support: **Assembly Bill 797, as amended (Steinworth):**
Immunity: Civil Liability: Damaging a Vehicle: Rescue of Child or Animal
01/28/2016 - Re-referred to SENATE Committee on JUDICIARY.

I write in support of AB 797, as it encourages Californians to be responsible pet owners, while heightening the public's awareness about the dangers of leaving children and pets unattended in a vehicle.

At one time or another, people have encountered a situation where a child—or a pet—is trapped in a hot vehicle and the immediate reaction is to rush and save them. In most cases, one would have to break the car window and thereafter, face civil liabilities for damages to the vehicle. Instead, we must stay within the limits of the law and call the police or fire departments, hoping they arrive in time to prevent the loss of a child's life, or that of a pet.

Existing law limits the civil liability of a person who renders care at the scene of an emergency. Existing law also protects minors that are left unattended and suffering in a vehicle that is too hot, too cold or lacks adequate ventilation. Animals are helpless companions and have no protections under the same circumstances.

AB 797 aims to amend existing law by expanding the same protections for animals. Under the amended Bill, an individual who witnesses an unattended minor or an animal locked in a hot vehicle "may use reasonable force" to rescue and remove a minor or an animal due to eminent danger or harm. Additionally, the rescuer would not be held civilly nor criminally liable for damaging and entering a vehicle while rescuing the minor or animal.

While AB 797 does not give the authority for any individual to break a car window, it requires the rescuer to take specified steps before damaging the vehicle:

- First, the rescuer must determine if the well-being of the minor or animal was endangered due to circumstances that posed eminent danger or harm.
- The vehicle was locked and the minor or animal could not exit the vehicle without assistance.
- Police or Fire Department, or Emergency 911 were contacted before damaging the vehicle.
- The intended action was to enter the vehicle, rescue and care for the minor or animal.
- Thereafter, the rescuer must remain with the minor or animal in a safe location and near the vehicle until a police, fire or other emergency personnel arrives.

It is for all the above reasons that I support the passage of Assembly Bill 797.

Sincerely,

Council Member David J. Toro

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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

April 5, 2016

Closed Session Meeting was held on the above given date at 5:01 p.m., in the Council Chambers of City Hall, with Mayor DeLaRosa presiding.

CITY COUNCIL ROLL CALL
Councilmembers present were, Toro *(appeared at 5:05 p.m.)*, Jorrin, Navarro, González, Bennett, MPT Suchil *(absent)*, and Mayor DeLaRosa.

STAFF PRESENT
City Manager Smith, City Attorney Campos, and City Clerk Padilla.

PUBLIC COMMENT
None

CLOSED SESSION
City Attorney Campos announced the City Council would meet in Closed Session to Discuss Items A through D.

A. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1)
Largo Concrete, Inc., v. City of Colton, el al.
San Bernardino Superior Court, Case No. CIVDS 1400406

B. CONFERENCE WITH LEGAL COUNSEL – EXPOSURE LITIGATION
Pursuant to Government Code Section 854956.9 (d)(2)(e)(1)
Number of potential cases; 1

C. 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

D. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Pursuant to Government Code section 54957
Title: City Manager

Mayor DeLaRosa adjourned the meeting to Closed Session at 5:02 p.m. and at 6:15 p.m., the meeting reconvened, with all members present as heretofore.

City Attorney Campos announced that the City Council met in Closed Session and discussed Items A through D; with direction given to staff and 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

April 5, 2016

Regular Meeting held on the above-given date at 6:16 p.m. in the Council Chambers of City Hall, with Mayor DeLaRosa presiding.

INVOCATION
City Clerk Carolina R. Padilla

FLAG SALUTE
Post Member Steve Ferrence, American Legion Post #155

CITY COUNCIL ROLL CALL

Council Members Present
Richard A. DeLaRosa, Mayor
David J. Toro
Summer Jorrin
Frank J. Navarro
Dr. Luis S. González
Deirdre H. Bennett
Isaac T. Suchil, Mayor Pro Tem

Staff Present
William R. Smith, City Manager
Carlos Campos, City Attorney
Carolina R. Padilla, City Clerk

Council Members Absent
None

CEREMONIAL MATTERS *Presentations, Awards, Proclamations*

- Proclamation - National Library Week, April 10 – 16, 2016

Mayor DeLaRosa presented the Proclamation for National Library Week; accepted by Patricia A. Chavez, Library Board Member and Edward Pedroza, Library Manager.

MAYOR AND COUNCIL ITEMS

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

GIFT DISCLOSURES
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).*

CM Jorrin attended City County Conference in Lake Arrowhead, CA, on March 31st and April 1st; also in attendance CM González; and Mayor DeLaRosa; Conference sponsored by the League of California Cities; CM Jorrin shared topics included: crisis communication as a result of the December 2, 2015 tragedy; technology in government; retirement; public grants; and local and legislative issues; and what is ahead for our economy.

CM González shared topic included information on the Ontario International Airport; transfer of authority to the City of Ontario is on July 1, 2016.

Mayor DeLaRosa shared topics included discussion of projects that affect the entire Inland Empire and how we can best work together as cities and put our resources together; i.e. infrastructure projects; Cal Per's unstable Pension obligation.

MAYOR AND COUNCIL DISCUSSION ITEMS

APPOINTMENTS

- Appointments to the Budget Oversight Committee

City Manager Smith presented an update on the process of membership to the Budget Oversight Committee; at this time there are no applications submitted and recommended to Council to wait until approval of Measure D and seat the committee members at that time.

Consensus by Councilmembers present no objection to staff's recommendation.

With no objection by Council Mayor DeLaRosa brought forward Item 18 for discussion and action.

BUSINESS ITEM

(18) Synthetic Marijuana Ordinance – Waive full reading and introduce by title only an ordinance of the City Council of the City of Colton adding a new Chapter 9.23 to Title 9 of the Colton Municipal Code regarding psychoactive herbal incense, psychoactive bath salts and other synthetic drugs, prohibiting the distribution and sale of certain intoxicating chemical compounds known as synthetic drugs. ORDINANCE NO. O-07-16.

Staff Presentation
City Attorney Campos presented item for discussion and action by Council; with request for approval of staff's recommendation.

Public Comment
The following community members spoke in support of the item: Juan Andres Villa; Ana Torres; and Paul Rasso.

Council Discussion
Discussion and discernment by Councilmembers present with clarification provided by staff.

Motion and Second by CM Bennett/CM Suchil to waive full reading, read by title only and introduce Ordinance No. O-07-06.
Vote: Unanimous

PUBLIC COMMENT

General
The following community members addressed the Council: Linda Trip; Ray Lopez; Liz Rasso; and Christine Irish-Ré

Consent Calendar
The following community members address the Council regarding Item7: Mr. F Saif; and Mr. P. Modi.

At 7:36 p.m. CM Bennett left the dais for the balance of the meeting.

CONSENT CALENDAR
Mayor DeLaRosa presented the Consent Calendar Items 1 through 14.

Councilmembers present selected items for discussion and clarification by staff: CM Suchil/CM Jorrin Item 6; CM Suchil/CM Navarro, Item 7; and CM Suchil, Item 8 and Item 10.

Motion and Second by CM González/Mayor DeLaRosa to approve the Consent Calendar Items 1 through 14.
Vote: Motion carried with CM Suchil voting NO on Item 8; Mayor DeLaRosa abstains on Item 5; and CM Bennett absent.

(1) Minutes – Approval of Minutes for the City Council Regular Meeting Held March 15, 2016 on File in the Office of the City Clerk.

(2) Warrants – Approve U.S. Bank vouchers dated 02/24/16 totaling $22,720.74; voucher numbers 154720 to 154839 dated 03/10/2016 and totaling $1,330,013.86; voucher numbers 154840 to 155012 dated 03/17/2016 and totaling $2,133,534.21, less voided checks totaling $1,580.11; and a payroll disbursement listing for the period 02/27/2016 to 03/11/2016 and totaling $737,777.57, on file in the Finance Department.

(3) Biennial Review of Conflict of Interest Code – Direct the review of the City's Conflict of Interest Code and the filing of a biennial notice with the City Clerk regarding such review, as required by the Political Reform Act.

(4) Second Reading of Ordinance No. O-05-16 – Waive Full Reading and Pass Second Reading of an Ordinance of the City Council of the City of Colton amending section 18.58.060F (Public Notice Requirements) of Title 18 of the Colton Municipal Code (File Index No. DAP-001-287), ORDINANCE NO. O-05-16.

(5) Second Reading of Ordinance No. O-06-16 – Waive Full Reading and Pass Second Reading of an Ordinance amending Municipal Code Chapter 6.16 by adding section 6.16.300, adopting a commercial organic waste recycling program pursuant to AB 1826, ORDINANCE NO. O-06-16.

(6) First Amendment to the Professional Services Agreement with Leidos Engineering, LLC – Authorize the City manager to execute the First Amendment to the Professional Services Agreement with Leidos Engineering, LLC, to increase the amount for electrical engineering services by $85,000 for a total not-to-exceed $109,000.

(7) Centerpoint Car Wash C.U.P. Review – Direct the Development Services Director to process a Minor Modification to the CUP to modify Condition No. 4 to require City Council review of the CUP one year after the start of beer & wine sales, instead of one year after the date of CUP approval.

(8) Colton Utility Authority / Amending the Professional Services Agreement with NBS – Authorize to amend the Professional Services Agreement with NBS for the fourth time to prepare the additional Water Rate/Financial Plan Analysis in amount not to exceed $23,735.

(9) SCADA System Upgrade – Waive the formal bidding process and approve the contract for the SCADA Upgrade Project to Schweitzer Engineering Laboratories, Inc. (SEL) in the total amount of $131,000, in accordance with Colton Municipal Code 3.08.140(b), and authorize the City Manager to execute the Professional Services Agreement.

(10) FY 15-16 Asphalt Paving Project – Approve the cooperative agreement the City of Colton and the City of San Bernardino for asphalt paving of Hunts Lane and Johnston Street; Approve an increase to the City Manager's authorization for change orders to the Hardy & Harper, Inc. construction contract for the Fiscal Year 2015-16 Asphalt Paving Project from 10% to up to 20%; Approve and Adopt resolution to amend the Fiscal Year 2015-16 Capital Improvement budget to increase both revenues and expenditures by $131,982.71 RESOLUTION NO. R-25-16.

(11) Reservation of West Valley Habitat – Approve and adopt a Resolution to expand the number of parcels benefiting from the reservation of 11.69 acres of habitat conservation credits toward satisfaction of the West Valley Habitat Conservation Plan (WVHCP) habitat conservation requirements. RESOLUTION NO. R-24-16.

(12) Colton Fire Association Side Letter - Approve a Side Letter Agreement to the expired contract with the Colton Firefighters Association (CFA).

(13) Personnel/City Council – Authorize appointment of an Administrative Assistant Position and Office Specialist II in the City Council Office.

(14) Professional Services Contract with Integrated Consulting Group – Authorize the City Manager to execute the Professional Services Agreement with Integrated Consulting Group (ICG), in the amount not to exceed $96,000 to provide environmental studies for the next phase of the feasibility study for the Colton Sports complex project.

CITY TREASURER'S REPORTS

- Receive and File City Treasurer's Report for January 2016.

City Treasurer Aurelio De La Torre presented the report for January 2016 for Council consideration and with no objection report was received and filed.

At 8:06 p.m. Mayor DeLaRosa left the dais due to a prior commitment/excused.

Mayor Pro Tem Suchil presided over the balance of the Council Meeting.

PUBLIC HEARING

With no objection by Council Mayor Pro Tem Suchil brought forward Item 16 for discussion and action.

(16) Water Rates and Rate Study

TIME AND PLACE FIXED TO CONSIDER A PUBLIC HEARING TO WAIVE FULL READING, READ BY TITLE ONLY AND INTRODUCE ORDINANCE NO. O-08-16, ESTABLISHING THE

WATER RATE STUDY FOR FY 2016-2017 TO FY 2020-2021 AND APPROVE THE WATER RATE STUDY; TO READ AS FOLLOWS: AN ORDINANCE OF THE CITY OF COLTON, CALIFORNIA ADOPTING RATE INCREASES TO CITY OF COLTON WATER SERVICE CHARGES.

Mayor Pro Tem Suchil announced 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 five reports of protests.

Staff Presentation
David Kolk, Utilities Director, presented for Council discussion and requested approval of staff's recommendation; Director Kolk included an explanation of the Agenda Report and a PowerPoint presentation: 'Request for Water Rate Increase'.

PUBLIC COMMENT
The following community members spoke against approval of the item: Lorraine Bright; and James Dickinson.

Motion and Second by CM Navarro/CM González to close the Public Hearing.
Vote: Motion carried with CM Bennett and Mayor DeLaRosa absent.

Council Discussion
Discussion and discernment by Councilmembers present with clarification provided by staff.

Motion and Second by CM Navarro/CM González waive full reading, read by title only and introduce Ordinance No. O-08-16.
Vote: Motion carried with CM Suchil voting NO; CM Bennett and Mayor DeLaRosa absent.

(15) Weed Abatement Program

TIME AND PLACED FIXED TO CONSIDER A PUBLIC HEARING TO DISCUSS THE CITY'S WEED ABATEMENT PROGRAM.

Mayor Pro Tem Suchil announced 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 five reports of protests.

Staff Presentation
Alan Sork, Fire Marshall, presented this item for consideration; the need to conduct a Public Hearing for those property owners who wish to protest the abatement of weeds on their property; thus giving the Fire Chief or his designee to abate the stated nuisance by having the weeds, rubbish, refuse or dirt removed.

PUBLIC COMMENT
The following community members addressed the Council: Lorraine Bright.

Motion and Second by CM Navarro/CM Jorrin to close the Public Hearing.
Vote: Motion carried with CM Bennett and Mayor DeLaRosa absent.

BUSINESS ITEMS

(17) Street Sweeping Services – 1) Award a maintenance agreement for street sweeping services to R.F. Dickson Company Inc. for Fiscal Year 2016-17 at an annual amount not to exceed $205,360.20; 2) Award R.F. Dickson Inc., the right to purchase the city owned street sweeper for $165,000; 3) Authorize the City Manager to execute the City standard maintenance agreement with any non- substantive revisions approved by the City Attorney, and; 4)Authorize the City Manager to extend the agreement on an annual basis for up to four, one-year terms.

No staff presentation requested by Council.

Council Discussion
Discussion and discernment by Councilmembers present with clarification provided by staff.

Motion and Second by CM Navarro/CM Jorrin to approve staff's recommendation.
Vote: Motion carried with YES by CM Toro/CM Jorrin/CM Navarro; NO by CM González; CM Bennett and Mayor DeLaRosa absent.

MAYOR AND COUNCIL ORAL REPORTS AND COMMENTS
None

CITY MANAGER'S REPORTS
City Manager Smith announced for the March 15, 2016 Council Meeting staff will bring forward recommendations to disband inactive Commission's.

ADJOURNMENT
At 9:10 p.m. Mayor Pro Tem Suchil adjourned the Regular Council Meeting.

_____

Carolina R. Padilla
City Clerk

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ITEM NO. 2

STAFF REPORT

DATE: APRIL 19, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: BILL SMITH, CITY MANAGER

PREPARED BY: ANITA AGRAMONTE, FINANCE DIRECTOR

SUBJECT: APPROVAL OF ACCOUNTS PAYABLE VOUCHERS AND PAYROLL DISBURSEMENTS

RECOMMENDED ACTION

It is recommended that the City Council approve U.S. Bank vouchers dated 03/16/16 totaling $31,442.73; voucher numbers 155013 to 155111 dated 03/24/2016 and totaling $1,347,791.17; voucher numbers 155112 to 155256 dated 03/31/2016 and totaling $1,667,705.31; voucher numbers 155257 to 155386 dated 04/07/2016 and totaling $1,287,270.29, less voided checks totaling $24,554.30; and a payroll disbursement listing for the period 03/12/2016 to 03/25/2016 and totaling $714,382.69.

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 IMPRVMNT 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
17262200	3/16/2016	092931 U.S. BANK CORPORATE PAYMENT SY	C.CARE- 0986-02/16		C. CARE- C. RYMER	
					REFRESHMENTS- VOLUNTEER'S	
					206-7200-7204-2305-0000-000	57.88
					BATHROOM SUPPLIES FOR PRESCHOOL	
					206-7200-7203-2301-0000-000	48.91
					CCDAA CONF. REGISTRATION	
					206-7200-7202-2280-0000-000	114.50
					CCDAA CONF. REGISTRATION	
					206-7200-7203-2280-0000-000	114.50
					BATHROOM SUPPLIES FOR PRESCHOOL	
					206-7200-7203-2301-0000-000	59.95
					USE TAX	
					206-7200-7203-2301-0000-000	4.80
					USE TAX	
					762-2210-000	-4.80
			CLERK- 3244- 0216		C. CLERK- S. SANCHEZ	
					MILITARY BANNERS	
					762-2314-000	1,458.00
					SHUTTLE SVC- NUTS & BOLTS TRAINING	
					100-6010-6010-2280-0000-000	59.40
					REGIS. CCAC CONF.	
					100-6010-6010-2280-0000-000	595.00
					LODGING (NUTS & BOLTS TRAINING)	
					100-6010-6010-2280-0000-000	303.16
					OFFICE SHELF	
					100-6010-6010-2300-0000-000	93.06
			CM- 5350- 02/16		CM- D. MILLER	
					LODGING (LEAGUE OF CA CITIES CM MTG)	
					100-6020-6020-2280-0000-000	467.94
			COMM SVCS- 0138-0216		COMM SVCS- K. PHELPS	
					BANNERS FOR EVENTS	
					100-6200-6215-2354-0000-000	38.87
					BANNERS FOR EVENTS	
					100-6200-6214-2354-0000-000	77.74

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
17262200	3/16/2016	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued)			
					USE TAX	
					100-6200-6215-2354-0000-000	3.11
					USE TAX	
					100-6200-6214-2354-0000-000	6.22
					USE TAX	
					762-2210-000	-9.33
					SUPPLIES FOR LCC CENTER	
					100-6200-6213-2250-0000-000	8.99
					USE TAX	
					100-6200-6213-2250-0000-000	0.72
					USE TAX	
					762-2210-000	-0.72
					SUPPLIES FOR LCC CENTER	
					100-6200-6213-2250-0000-000	15.99
					USE TAX	
					100-6200-6213-2250-0000-000	1.28
					USE TAX	
					762-2210-000	-1.28
					SUPPLIES FOR LCC CENTER	
					100-6200-6213-2250-0000-000	16.56
					USE TAX	
					100-6200-6213-2250-0000-000	1.32
					USE TAX	
					762-2210-000	-1.32
					SUPPLIES FOR LCC CENTER	
					100-6200-6213-2250-0000-000	10.94
					USE TAX	
					100-6200-6213-2250-0000-000	0.88
					USE TAX	
					762-2210-000	-0.88
					SUPPLIES FOR LCC CENTER	
					100-6200-6213-2250-0000-000	56.71
					USE TAX	
					100-6200-6213-2250-0000-000	4.54

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
17262200	3/16/2016	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued)			
					USE TAX	
					762-2210-000	-4.54
					SUPPLIES FOR LCC CENTER	
					100-6200-6213-2250-0000-000	17.65
					USE TAX	
					100-6200-6213-2250-0000-000	1.41
					USE TAX	
					762-2210-000	-1.41
					SUPPLIES FOR LCC CENTER	
					100-6200-6213-2250-0000-000	88.82
					USE TAX	
					100-6200-6213-2250-0000-000	1.60
					USE TAX	
					762-2210-000	-1.60
					SUPPLIES FOR SPECIAL EVENTS	
					100-6200-6214-2301-0000-000	102.79
					USE TAX	
					100-6200-6214-2301-0000-000	8.22
					USE TAX	
					762-2210-000	-8.22
					WRISTBANDS FOR PROGRAMS	
					100-6200-6214-2301-0000-000	15.38
					WRISTBANDS FOR PROGRAMS	
					100-6200-6213-2301-0000-000	79.29
					USE TAX	
					100-6200-6214-2301-0000-000	1.23
					USE TAX	
					100-6200-6213-2301-0000-000	6.34
					USE TAX	
					762-2210-000	-7.57
					BASKET FOR STARWARS EVENT	
					100-6200-6215-2301-0000-000	10.67
					SUPPLIES FOR LUQUE CENTER	
					100-6200-6213-2301-0000-000	127.96

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
17262200	3/16/2016	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued)			
			COMM SVCS-1342-0216		COMM SVCS- D. FARRAR	
					STAFF UNIFORM	
					100-6200-6202-1170-0000-000	38.88
					CA PARKS & REC BOARDS MEMBERSHIP	
					100-6200-6200-2270-0000-000	225.00
					PARK & REC CONF. REGIS.	
					100-6200-6200-1160-0000-000	235.00
					DRY CLEAN SANTA SUIT	
					100-6200-6214-2301-0000-000	19.56
			COUNCIL- 4958- 02/16		COUNCIL- A. FLORES	
					FLOWERS- CITY OFFICIAL- M. LOFY	
					100-6000-6000-2301-0000-000	76.20
					FLOWERS- CITY OFFICIAL- M. LOFY	
					100-6020-6020-2300-0000-000	50.00
					FLOWERS- CITY OFFICIAL- M. LOFY	
					100-6200-6202-2301-0000-000	50.00
			DEV SVCS- 5316- 0216		DEV SVCS- M. TOMICH	
					REGIS. PLANNING CONF.	
					100-6300-6301-1160-0000-000	930.00
					SUPPLIES FOR PANNING PRESENTATION	
					100-6300-6301-2350-0000-000	135.00
					SOFTWARE SUBSCRIPTION	
					100-6300-6301-2301-0000-000	28.60
					EMBROIDERY ON UNIFORMS	
					100-6300-6302-1170-0000-000	776.13
			ELEC- 3629- 02/16		ELEC - C. JIMENEZ	
					AIRFARE- ORACLE CONF (J. PACHAS)	
					606-6040-6044-2280-0000-000	219.46
					DEFIBRILLATOR REPLACEMENT PADS	
					520-8000-8004-1180-0926-000	440.57
					MAINTENANCE REGIS. ISDA	
					520-8000-8001-2350-0923-000	119.00
			ELEC- 4201- 02/16		ELEC- R. GALLEGOS TRANSPORTATION-	
					CMUA CAPITOL DAY	

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
17262200	3/16/2016	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued)			
					520-8000-8001-2280-0930-200	39.60
					REGIS FEES- WAM UTILITIES CONF	
					606-6040-6044-1160-0000-000	385.00
					LODGING (CMUA CAPITOL DAY)	
					520-8000-8001-2280-0930-200	178.85
					AIRFARE- CEC WORKSHOP	
					520-8000-8001-2280-0930-200	263.96
					REGIS. APPA LINEWORKERS CONF	
					520-8000-8004-1161-0926-000	250.00
					WATER SERVICE FOR AMPP	
					520-8000-8009-2225-0548-000	227.08
			ELEC- 8031- 02/16		ELEC- J. SUTORUS	
					REGIS.- UTILITY FORUM (A. ROGERS)	
					520-8000-8005-1160-0926-000	870.00
					REGIS.- UTILITY FORUM (J. SUTORUS)	
					520-8000-8005-1160-0926-000	870.00
					REGIS. SOLAR CONFERENCE	
					520-8000-8005-1160-0926-000	70.00
					GENERATOR FLYER	
					520-8000-8005-2341-0930-200	76.85
					EARTH DAY MARKETING MATERIALS	
					520-8000-8005-2341-0930-200	885.50
			FIN- 1711- 02/16		FIN- S. MAGTURO	
					LODGING (CSMFO CONF)	
					100-6040-6041-2280-0000-000	305.55
			FIRE- 4196- 02/16		FIRE- T. MCHARGUE	
					VEHICLE MAINTENANCE	
					100-6090-6091-2210-0000-000	483.86
					PER DIEM (TUCSON)	
					100-6090-6091-2280-0000-000	191.01
					LODGING (TUCSON)	
					100-6090-6091-2280-0000-000	603.85
					BOOK- INTERVIEWING	
					100-6090-6091-2270-0000-000	21.89

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
17262200	3/16/2016	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued)			
					USE TAX	
					100-6090-6091-2270-0000-000	1.75
					USE TAX	
					762-2210-000	-1.75
			FIRE- 5098- 02/16		FIRE- D. BENFIELD	
					PAINT SUPPLIES- CABINET REPAIR	
					100-6090-6091-2250-0000-000	69.41
			FIRE- 6381- 02/16		FIRE- K. VALENTIN	
					EQUIPMENT REPAIR	
					100-6090-6091-2210-0000-000	185.00
					HIGH PRESSURE HOSE	
					100-6090-6091-2240-0000-000	31.55
					LODGING (WEEMS)	
					100-6090-6091-2280-0000-000	508.60
					ACCOUNTABILITY TAGS	
					100-6090-6091-2301-0000-000	68.04
					SAW REPAIR	
					100-6090-6091-2240-0000-000	24.87
					USE TAX	
					100-6090-6091-2240-0000-000	1.99
					USE TAX	
					762-2210-000	-1.99
					VEHICLE DECALS	
					100-6090-6091-2210-0000-000	71.28
					EQUIPMENT PARTS	
					100-6090-6091-2240-0000-000	86.59
			FIRE- 9195- A. SORK		FIRE- A. SORK	
					ADHESIVE STICKERS	
					100-6090-6092-2405-0000-000	103.33
					USE TAX	
					100-6090-6092-2405-0000-000	7.60
					USE TAX	
					762-2210-000	-7.60
			HR- 4231- 02/16		HR- T. COOPER	

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
17262200	3/16/2016	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued)			
					TESTING MATERIALS	
					100-6030-6030-2342-0000-000	74.52
					ENVELOPS	
					100-6030-6030-2300-0000-000	27.59
					PARKING- AMPCO CONF	
					100-6030-6030-2280-0000-000	7.50
					MEDIATION ROOM FOR CLAIMS	
					607-6040-8601-2290-0000-000	2,445.00
			I.S.- 8716- 02/16		I.S.- P. EVANS	
					CHARGED IN ERROR (REIMBURSED)	
					606-6040-6044-2301-0000-000	4.31
					LODGING (ORACLE WAM CONF)	
					606-6040-6044-2280-0000-000	264.54
					SPARE CHARGERS	
					606-6040-6044-4930-0000-000	38.94
					USE TAX	
					606-6040-6044-4930-0000-000	3.12
					USE TAX	
					762-2210-000	-3.12
					SPARE CABLES	
					606-6040-6044-4930-0000-000	34.52
					SPARE CHARGERS	
					606-6040-6044-4930-0000-000	12.99
					USE TAX	
					606-6040-6044-4930-0000-000	1.04
					USE TAX	
					762-2210-000	-1.04
			LIB- 4859- 02/16		LIB- E. PEDROZA	
					BOOKMARKS & BAGS	
					100-6200-6250-2302-0000-000	349.44
					LUNCHES- 3 ROTARY MEETINGS	
					100-6200-6250-2280-0000-000	28.05
			PD- 0103- 02/16		PD- E. WICKMAN	
					CNG FUEL	

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
17262200	3/16/2016	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued)			
					100-6070-6071-2210-0000-000	147.51
			PD- 1945- 02/16		PD- R. CARNELL	
					CNG FUEL	
					100-6070-6071-2210-0000-000	32.71
			PD- 2441- 02/16		PD- A. RIVERA	
					CNG FUEL	
					100-6070-6071-2210-0000-000	82.26
			PD- 3734- 02/16		PD- T. HEARD	
					CNG FUEL	
					100-6070-6071-2210-0000-000	65.76
			PD- 4959- 02/16		PD- R. WICKMAN	
					HEADSETS	
					100-6070-6071-1180-0000-000	616.25
					EARMOLDS FOR PATROL	
					100-6070-6071-1180-0000-000	136.08
					PORTABLE CART	
					100-6070-6071-2301-0000-000	27.89
					BLANK ID CARDS	
					100-6070-6071-2301-0000-000	379.00
					USE TAX	
					100-6070-6071-2301-0000-000	30.32
					USE TAX	
					762-2210-000	-30.32
					VPN LICENSE	
					100-6070-6071-2315-0000-000	192.00
			PD- 5050- 02/16		PD- A. BETANCUR	
					PROPERTY PROFILES	
					100-6070-6071-2350-0000-000	50.00
					STAFF MEETING	
					100-6070-6071-2280-0000-000	14.95
			PD- 5076- 02/16		PD- L. AVALOS	
					CAPE MEMBERSHIP DUES	
					100-6070-6071-2270-0000-000	45.00
					REGIS. (CAPE TRAINING)	

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
17262200	3/16/2016	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued)			
					100-6070-6071-1160-0000-000 REGIS. (ANIMAL CARE CONF)	200.00
					100-6070-6071-1160-0000-000 LODGING (ANIMAL CARE CONF)	600.00
					100-6070-6071-1160-0000-000 LODGING (FIELD EVID. TECH COURSE	390.66
					100-6070-6071-1160-0000-000 REGIS. FEE (SEARCH WARRANTS)	142.29
					100-6070-6071-1160-0000-000 CABLE SERVICE- K2C SUBSTATION	160.00
					100-6070-6071-2301-0000-000 ACTIVE SHOOTER 911	140.97
					100-6070-6071-1160-0000-000 REGIS. (ALLIANCE LEGISLATIVE DAYS)	660.00
					100-6070-6071-1160-0000-000 SUPPLIES STAFF MEETING	145.00
					100-6070-6071-2300-0000-000 LODGING (FIELD EVID. TECH COURSE	39.03
					100-6070-6071-1160-0000-000	463.32
			PD- 5499- 02/16		PD- M. CHAVEZ CNG FUEL	
					100-6070-6071-2210-0000-000	72.50
			PD- 6031- 02/16		PD- J. JOLLIFF PICTURE FRAMES- SERVICE AWARDS	
					100-6070-6071-2300-0000-000	178.15
			PURCH-4250- 02/16		PURCH- B. GUTIERREZ CAPPO MEMBERSHIPS	
					100-6040-6043-2270-0000-000	260.00
			PW- 9927- 02/16		PW- A. HUSSAIN CNG FUEL	
					522-8200-8200-2210-0000-000 SAND BELTS	130.31
					210-6150-6160-2301-0000-000 WATER/ AIR HOSE REEL	75.02

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
17262200	3/16/2016	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued)			
					522-8200-8200-2257-0000-000	70.34
					GLASS WINDOW	
					605-6150-6211-2250-6211-000	124.21
					WATER PUMP FOR VAN	
					522-8200-8200-2257-0000-000	198.07
			ST- 9458- 02/16		ST- A. PAGDILAO	
					SUPPLIES TO PATCH TRUCK	
					210-6150-6160-2301-0000-000	273.78
					HARDWARE SUPPLIES	
					100-6150-6160-2301-0000-000	44.06
					SUPPLIES FOR CROSSWALK	
					100-6150-6160-2301-0000-000	124.20
					SUPPLIES FOR FENCE PROJECT	
					450-1511-6970-3890-0000-000	3,680.30
					55 GALLON DRUM	
					100-6150-6160-2301-0000-000	26.23
					PAINT GUNS	
					450-1511-6970-3890-0000-000	27.25
					CNG FUEL	
					608-6150-8700-2210-6211-000	222.53
					CNG FUEL	
					210-6150-6160-2210-0000-000	682.88
			W- 1295- 02/16		W- J. GARCIA	
					LOCATOR REPLACEMENT CABLES	
					521-8100-8101-2301-0000-000	246.60
					CANOPY- PROTECTION FOR CHOLRIN	
					521-8100-8101-2301-0000-000	322.92
					WELDING TRUCK	
					521-8100-8101-2210-0000-000	951.10
			W- 4266- 02/16		W- G. BARAJAS	
					BREAKERS FOR NEW CIRCUIT	
					605-6150-6211-2250-8101-000	55.89
			W- 7740- 02/16		W- R. ARABELO	
					CNG FUEL	

Bank code : boa

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
17262200	3/16/2016	092931	U.S. BANK CORPORATE PAYMENT SY	(Continued)			
				W- 9441- 02/16		210-6150-6160-2210-0000-000	934.08
						W- A. GARCIA	
						LANDSCAPE SUPPLIES	
						521-8100-8110-3890-0000-000	410.40
						CHAVEZ PARK CANOPY REPAIRS	
						100-6150-6205-2301-0000-000	17.50
						CNG FUEL	
						100-6150-6205-2301-0000-000	10.92
						METAL FOR LIGHT POLES	
						100-6150-6205-2301-0000-000	29.68
						Total :	**31,442.73**

1 Vouchers for bank code : boa **Bank total :** **31,442.73**

1 Vouchers in this report **Total vouchers :** **31,442.73**

Anita Agramonte
Finance Director

Aurelio De La Torre
City Treasurer

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155013	3/22/2016	060266 STATE TREASURER OF CALIFORNIA	R-23-16 AMENDING		ECON DEV- JUST COMPENSATION	
					100-6300-9050-2350-0000-000	19,300.00
					Total :	**19,300.00**
155014	3/24/2016	000788 A T & T	2654471865		ELEC- CHARGES FOR FRAME CIRCUIT	
				015670	520-8000-8001-2310-0930-200	247.22
					Total :	**247.22**
155015	3/24/2016	002756 AMERON POLE PRODUCTS	104099		ELEC INV- STREET LIGHTS	
				016057	520-1500-154	14,664.00
					520-1500-154	1,048.96
			104099-2		ELEC INV- STREET LIGHTS	
				016056	520-1500-154	14,664.00
					520-1500-154	1,048.96
					Total :	**31,425.92**
155016	3/24/2016	046028 AT & T	3700807-0316		FIRE- TELEPHONE SERVICES	
				054153	100-6090-6091-2310-0000-000	16.28
			3706146-0316		FIRE- TELEPHONE SERVICES	
				054153	100-6090-6091-2310-0000-000	18.18
			4221327-0316		C. CARE- TELEPHONE SERVICES	
				054153	206-7200-7202-2310-0000-000	20.02
			4229528-0316		COMM SVCS- TELEPHONE SERVICES	
				054153	100-6200-6202-2310-0000-000	18.63
			4240164-0316		C. CARE- TELEPHONE SERVICES	
				054153	206-7200-7202-2310-0000-000	78.72
			4300031-0316		I.S.- TELEPHONE SERVICES	
				054153	606-6040-6044-2310-0000-000	1,347.24
			4302850-0316		I.S.- TELEPHONE SERVICES	
				054153	606-6040-6044-2310-0000-000	485.04
			8720866-0316		C. CARE- TELEPHONE SERVICES	
				054153	206-7200-7202-2310-0000-000	18.48
					Total :	**2,002.59**
155017	3/24/2016	093305 AT & T TELE CONFERENCE SERVICE	603-021321		ELEC- CONFERENCE PHONE	
				015599	520-8000-8001-2310-0930-200	5.48

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155017	3/24/2016	093305 093305 AT & T TELE CONFERENCE SERVICE (Continued)			Total :	5.48
155018	3/24/2016	000205 AT&T	2710010-0316		ELEC- TELEPHONE SERVICES	
				054152	520-8000-8001-2310-0930-200	33.34
					Total :	33.34
155019	3/24/2016	060273 BADIAL, PRISCILLA	00545133		CLOSING BILL CREDIT	
					520-2450-232	769.60
					Total :	769.60
155020	3/24/2016	093492 BATTERY SYSTEMS INC.	3451288		INV- AUTOMOTIVE BATTERIES	
				016232	100-1510-000	663.65
					100-1510-000	53.08
					Total :	716.73
155021	3/24/2016	000175 BERNELL HYDRAULICS, INC	0271477-IN		W- PARTS & GASKETS	
				015786	522-8200-8200-2301-0000-000	126.20
					Total :	126.20
155022	3/24/2016	093834 CADD OFFLOAD	0110		CDBG- ENGINEERING SUPPORT	
				015933	215-1501-6920-3890-0000-000	1,200.00
				015933	215-1503-6920-3890-0000-000	600.00
				015933	218-1510-6150-3890-0000-000	240.00
				015933	218-1601-6150-3890-0000-000	240.00
				015933	218-1602-6150-3890-0000-000	240.00
				015933	218-1603-6150-3890-0000-000	390.00
					Total :	2,910.00
155023	3/24/2016	093676 CANON SOLUTIONS AMERICAN, INC.	4018491082		COPIER MAINT. (VARIOUS DEPT'S)	
				015416	100-6150-6151-2240-0000-000	87.91
				015416	521-8300-8300-2240-0000-000	87.94
				015416	100-6300-6301-2240-0000-000	523.39
				015416	520-8000-8001-2240-0930-200	122.50
				015416	100-6040-6043-2240-0000-000	41.87
				015416	100-6200-6200-2240-0000-000	309.18
				015416	100-6090-6091-2240-0000-000	37.86
				015416	100-6000-6000-2240-0000-000	174.19
				015416	100-6070-6071-2240-0000-000	123.88

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155023	3/24/2016	093676 CANON SOLUTIONS AMERICAN, INC.	(Continued)			
				015416	206-7200-7202-2240-0000-000	82.80
				015416	100-6040-6043-2240-0000-000	0.02
				015416	100-6070-6071-2240-0000-000	23.99
				015416	100-6150-6151-2240-0000-000	49.69
				015416	521-8300-8300-2240-0000-000	49.69
				015416	100-6070-6071-2240-0000-000	106.06
				015416	100-6200-6250-2240-0000-000	6.69
				015416	100-6030-6030-2240-0000-000	63.32
				015416	100-6070-6071-2240-0000-000	209.72
				015416	520-8000-8009-2225-0548-000	3.69
				015416	100-6040-6041-2240-0000-000	93.35
				015416	100-6200-6250-2240-0000-000	96.89
				015416	100-6070-6071-2240-0000-000	128.81
				015416	520-8000-8003-2240-0592-100	63.87
				015416	100-6020-6020-2240-0000-000	120.36
					Total :	**2,607.67**
155024	3/24/2016	093662 CAROLLO ENGINEERS, INC.	0147259		WW- WASTEWATER MASTERPLAN	
				012931	522-8200-8200-2350-0000-000	58,788.96
					Total :	**58,788.96**
155025	3/24/2016	060270 CASA MEDITERRANIA HOLDING, LP	REFUND- 45267		DEV SVCS- REFUND BUSINESS LIC.	
					100-5408-000	2,312.76
					Total :	**2,312.76**
155026	3/24/2016	003817 CENTERPOINTE CAR WASH	JAN 16		CAR WASHES (VARIOUS DEPT'S)	
				054159	100-6090-6091-2210-0000-000	36.98
				054159	100-6150-6151-2210-0000-000	17.49
				054159	608-6150-8700-2210-8101-000	14.99
				054159	100-6200-6200-2210-0000-000	78.45
				054159	100-6070-6071-2210-0000-000	809.97
					Total :	**957.88**
155027	3/24/2016	060276 CERDA, ERICA	1070917.015		REFUND CLEANING DEPOSIT	
					100-6747-000	100.00

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Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
155027	3/24/2016	060276	060276 CERDA, ERICA	(Continued)		Total :	100.00
155028	3/24/2016	093729	CHILDCARE CAREERS, LLC	232094		C. CARE- TEACHERS AND AIDES	
					015460	206-7200-7202-2350-0000-000	68.55
						Total :	68.55
155029	3/24/2016	001230	COLTON CHAMBER OF COMMERCE	MEGA MIXER 2016		ECON DEV- VENDOR BOOTH	
						100-6300-9050-2341-0000-000	75.00
						Total :	75.00
155030	3/24/2016	031653	CONFIRE JPA	2016069		FIRE- CONFIRE SERVICES	
					015563	100-6090-6091-2350-0000-000	33,240.13
						Total :	33,240.13
155031	3/24/2016	000136	CONSOLIDATED ELECT DIST	6903-750529		ELEC INV- WIRE	
					016193	520-1500-154	765.00
					016193	100-1500-000	384.00
						520-1500-154	61.20
						100-1500-000	30.72
						Total :	1,240.92
155032	3/24/2016	040945	CSR COMPANY	15844		WW- A/C MAINT. SERVICE	
					015852	521-8100-8101-2350-0000-000	125.00
				15898		ELEC- A/C REPAIRS	
					015615	520-8000-8009-2225-0548-000	150.00
						Total :	275.00
155033	3/24/2016	032356	CSULB FOUNDATION	04/18/16-04/29/16		PD- TUITION (FIELD EVIDENCE TECH)	
						100-6070-6071-1160-0000-000	692.00
						Total :	692.00
155034	3/24/2016	093838	DEVELOPMENT MANAGEMENT GROUP	JAN 16-2		ECON DEV.- CONSULTING SERVICES	
					015162	100-6300-9050-2350-0000-000	300.00
						Total :	300.00
155035	3/24/2016	093981	DRIFTWOOD DAIRY INC.	4632443		COMM SVCS- MILK- SNACK PROGRAM	
					015828	100-6200-6215-2301-0000-000	62.31

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Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
155035	3/24/2016	093981	093981 DRIFTWOOD DAIRY INC.	(Continued)		Total :	62.31
155036	3/24/2016	033495	ELECTRONICS WAREHOUSE	T-115668		ELEC- ELECTRICAL SUPPLIES	
					054168	520-8000-8003-2255-0592-100	173.98
						Total :	173.98
155037	3/24/2016	093755	ELOGGER INC.	1775		ELEC- UPGRADE OPERATIONS PLANT	
					015505	520-8000-8009-2225-0548-000	280.78
						Total :	280.78
155038	3/24/2016	003851	EQUIFAX	9620051		C/S- CREDIT INFORMATION SERVICES	
					015426	100-6040-6042-2350-0000-000	675.55
						Total :	675.55
155039	3/24/2016	003851	EQUIFAX	9615487		HR- BACKGROUNDS CHECK	
						100-6030-6030-2342-0000-000	35.00
						Total :	35.00
155040	3/24/2016	093775	EXPRESS COMPANIES, INC.	500364		COMM SVCS- FIRST AID TRAINING	
						100-6200-6204-2301-0000-000	59.64
						100-6200-6208-2301-0000-000	59.67
						100-6200-6215-2301-0000-000	59.64
						100-6200-6217-2301-0000-000	59.60
						Total :	238.55
155041	3/24/2016	015957	FAIRVIEW FORD SALES, INC	276871		AUTOMOTIVE PARTS	
					054170	608-6150-8700-2210-8200-000	79.46
						Total :	79.46
155042	3/24/2016	013964	FEDERAL EXPRESS CORPORATION	5-355-68213		ELEC- OVERNIGHT DELIVERY SERVICI	
					015623	520-8000-8009-2225-0548-000	14.09
						Total :	14.09
155043	3/24/2016	001422	FERGUSON ENTERPRISES INC #1350	2907497		PLUMBING SUPPLIES	
					054171	605-6150-6211-2250-6217-000	506.94
						Total :	506.94
155044	3/24/2016	093928	FLYERS ENERGY, LLC	16-221796		FIRE- DIESEL FUEL	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155044	3/24/2016	093928 FLYERS ENERGY, LLC	(Continued)			
				054201	100-6090-6091-2210-0000-000	622.35
			16-221797		FIRE- DIESEL FUEL	
				054201	100-6090-6091-2210-0000-000	717.49
			16-224652		INV- FUEL	
				054201	100-1530-000	13,492.13
					Total :	**14,831.97**
155045	3/24/2016	092108 G & G ENVIRONMENTAL	COC-0216		WW- PRETREATMENT PROGRAM SVC:	
				016033	522-8200-8200-2350-0000-000	14,988.82
					Total :	**14,988.82**
155046	3/24/2016	000230 GAS COMPANY	009-021-7100-8-0316		BM- GAS SERVICES	
				054174	605-6150-6211-2320-0000-000	177.67
			034-221-7500-4-0316		BM- GAS SERVICES	
				054174	605-6150-6211-2320-0000-000	36.36
			036-321-7500-0-0316		BM- GAS SERVICES	
				054174	605-6150-6211-2320-0000-000	62.61
			050-921-8700-3-0316		BM- GAS SERVICES	
				054174	605-6150-6211-2320-0000-000	100.35
			078-321-4900-4-0316		BM- GAS SERVICES	
				054174	605-6150-6211-2320-0000-000	49.31
			082-521-4900-3-0316		BM- GAS SERVICES	
				054174	605-6150-6211-2320-0000-000	17.60
			101-521-4300-3-0316		BM- GAS SERVICES	
				054174	605-6150-6211-2320-0000-000	9.05
			187-421-0400-5-0316		BM- GAS SERVICES	
				054174	605-6150-6211-2320-0000-000	45.51
					Total :	**498.46**
155047	3/24/2016	092051 GE MOBILE WATER, INC	100206635		ELEC- EQUIPMENT LEASE	
				015689	520-8000-8009-2225-0548-000	355.85
					Total :	**355.85**
155048	3/24/2016	000157 GENUINE AUTO PARTS	138586		AUTOMOTIVE PARTS	
				054176	608-6150-8700-2210-8101-000	19.42
			140038		AUTOMOTIVE PARTS	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155048	3/24/2016	000157 GENUINE AUTO PARTS	(Continued)			
				054176	608-6150-8700-2210-8101-000	9.49
			141414		AUTOMOTIVE PARTS	
				054176	608-6150-8700-2210-8101-000	21.58
			141952		AUTOMOTIVE PARTS	
				054176	608-6150-8700-2210-8000-000	204.12
					Total :	**254.61**
155049	3/24/2016	060274 GONZALES, LISA	00199826		CLOSING BILL CREDIT	
					520-2450-232	387.82
					Total :	**387.82**
155050	3/24/2016	060129 GONZALEZ, SALVADOR	REBATE- TOILET		WATER CONSERVATION REBATE	
					521-8100-8110-2041-0000-000	100.00
					Total :	**100.00**
155051	3/24/2016	060275 GUILLEN, MANUEL	1070401.015		REFUND CLEANING DEPOSIT	
					100-6747-000	55.00
					Total :	**55.00**
155052	3/24/2016	060268 GUTIERREZ, CLAUDIA	00547048		C/S- SOLAR REFUND	
					520-2450-232	124.85
					Total :	**124.85**
155053	3/24/2016	060271 HEAP COMMUNITY SVCS & DEV	00580160		CLOSING BILL CREDIT	
					520-2450-232	57.46
					Total :	**57.46**
155054	3/24/2016	025906 HOME DEPOT	2045636		EELC- HARDWARE SUPPLIES	
				054181	520-8000-8002-2301-0921-000	21.54
			2580517		ELEC- HARDWARE SUPPLIES	
				054181	520-8000-8009-2225-0548-000	97.36
			7593262		C. CARE- HARDWARE SUPPLIES	
				054180	206-7200-7202-2301-0000-000	54.10
			8971443		C. CARE- HARDWARE SUPPLIES	
				054180	206-7200-7203-2304-0000-000	94.17
			9044818		ELEC- HARDWARE SUPPLIES	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155054	3/24/2016	025906 HOME DEPOT	(Continued)			
				054181	520-8000-8003-2255-0592-100	10.80
					Total :	**277.97**
155055	3/24/2016	016765 HYDRO SCAPE	9506668-00		INV- HARDWARE SUPPLIES	
				016162	100-1500-000	913.92
					100-1500-000	73.11
					Total :	**987.03**
155056	3/24/2016	060267 I & R TRAILER & LIFT GATE	REFUND		DEV SVCS- REFUND MAJOR CUP	
					100-6703-000	2,325.00
					Total :	**2,325.00**
155057	3/24/2016	093708 IBM CORPORATION	3600623		PD- IBM SERVER MAINTENANCE	
				016241	100-6070-6071-2315-0000-000	2,403.36
					Total :	**2,403.36**
155058	3/24/2016	046663 INFOSEND INC.	102602		C/S- UTILITY BILLING AND MAIL SVC	
				015448	100-6040-6042-2350-0000-000	7,864.76
					Total :	**7,864.76**
155059	3/24/2016	018204 INLAND DESERT SECURITY &, COMMUNICAT	160300506101		ELEC- AFTER-HOURS ANSWERING SV	
				015520	520-8000-8001-2350-0923-000	798.65
					Total :	**798.65**
155060	3/24/2016	060272 JACKSON, REGINAL	03/10/16		PER DIEM/PARKING (CPRS EXPO)	
					100-6200-6202-2280-0000-000	58.00
					Total :	**58.00**
155061	3/24/2016	092166 K H METALS AND SUPPLY	0341401-IN		ELEC- HARDWARE SUPPLIES	
				054193	520-8000-8004-2301-0921-000	57.01
					Total :	**57.01**
155062	3/24/2016	023087 LAKESHORE LIFESKILLS	5342070216		C.CARE- EDUCATIONAL MATERIAL	
				054194	206-7200-7204-2304-0000-000	84.84
					Total :	**84.84**
155063	3/24/2016	092174 LEGALSHIED	MAR 16		PREMIUMS PROCESSED	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155063	3/24/2016	092174 LEGALSHIED	(Continued)			
					762-2086-000	250.06
					Total :	**250.06**
155064	3/24/2016	042327 LIFE ASSIST	743789		FIRE- MEDICAL SUPPLIES	
				015435	100-6090-6091-2301-0000-000	1,211.03
					Total :	**1,211.03**
155065	3/24/2016	093877 MARCEL TURNER	1-2016		HR- LABOR ANALYSIS	
				016223	100-6030-6030-2350-0000-000	24,500.00
					Total :	**24,500.00**
155066	3/24/2016	093033 MAYON, LLC	03/11/16-03/24/16		FIN- PROF ACCOUNTING SERVICE	
					100-6040-6041-2350-0000-000	2,150.00
					Total :	**2,150.00**
155067	3/24/2016	094013 MEDICAL X TECHNOLOGIES	1014		FIRE- ART TRAINING PROGRAM	
				016245	100-6090-6091-1160-0000-000	1,200.00
					Total :	**1,200.00**
155068	3/24/2016	041081 MISSION LINEN SUPPLY & UNIFORM	502031126		BM- UNIFORM RENTAL SERVICES	
				054197	605-6150-6211-2250-0000-000	45.69
					Total :	**45.69**
155069	3/24/2016	041081 MISSION LINEN SUPPLY & UNIFORM	501943797		BM- MAT RENTAL	
				015582	605-6150-6211-2250-6211-000	30.56
			501989707		BM- MAT RENTAL	
				015582	605-6150-6211-2250-6211-000	30.56
			501999804		AUTO- UNIFORM RENTAL SERVICE	
				015580	608-6150-8700-1170-0000-000	27.80
				015580	608-6150-8700-2301-0000-000	14.97
			501999805		BM- UNIFORM RENTAL SVC	
				015581	605-6150-6211-1170-0000-000	15.55
			502035297		BM- MAT RENTAL	
				015582	605-6150-6211-2250-6211-000	30.56
			502045439		AUTO- UNIFORM RENTAL SERVICE	
				015580	608-6150-8700-1170-0000-000	28.11

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155069	3/24/2016	041081 MISSION LINEN SUPPLY & UNIFORM	(Continued)			
				015580	608-6150-8700-2301-0000-000	15.13
			502045440		BM- UNIFORM RENTAL SVC	
				015581	605-6150-6211-1170-0000-000	16.26
					Total :	**209.50**
155070	3/24/2016	092854 MURCAL INC.	43732		WW- PARTS FOR ENGINE	
				016238	522-8200-8200-2255-0000-000	667.65
					Total :	**667.65**
155071	3/24/2016	cbc0455 MURRIETTA, MOSES	00490465		CLOSING BILL CREDIT	
					520-2450-232	105.17
					Total :	**105.17**
155072	3/24/2016	093220 NESTLE WATERS NORTH AMERICA	06B0030671473		BOTTLED WATER (VARIOUS DEPTS)	
				054155	100-6070-6071-2301-0000-000	275.41
				054155	100-6030-6030-2301-0000-000	47.78
				054155	100-6000-6000-2301-0000-000	8.63
				054155	100-6020-6020-2301-0000-000	11.43
				054155	100-6300-6301-2301-0000-000	26.31
				054155	100-6010-6010-2301-0000-000	11.43
				054155	206-7200-7202-2301-0000-000	2.69
				054155	206-7200-7203-2301-0000-000	34.13
				054155	520-8000-8001-2300-0921-000	165.91
				054155	606-6040-6044-2301-0000-000	21.35
				054155	100-6040-6041-2301-0000-000	36.55
				054155	100-6040-6042-2301-0000-000	36.56
				054155	522-8200-8200-2301-0000-000	116.04
				054155	100-6090-6091-2301-0000-000	8.63
				054155	100-6200-6212-2301-0000-000	87.65
				054155	100-6200-6217-2301-0000-000	49.40
				054155	100-6200-6213-2301-0000-000	48.59
				054155	521-8100-8101-2301-0000-000	20.09
				054155	100-6150-6151-2301-0000-000	20.09
				054155	100-6200-6250-2301-0000-000	6.47
				054155	605-6150-6211-2301-0000-000	8.35
				054155	608-6150-8700-2301-0000-000	8.36

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155072	3/24/2016	093220 NESTLE WATERS NORTH AMERICA	(Continued)			
				054155	210-6150-6160-2301-0000-000	146.44
				054155	100-6150-6205-2301-0000-000	146.44
					Total :	1,344.73
155073	3/24/2016	045033 OFFICE DEPOT	828537876001		INV- OFFICE SUPPLIES	
				016229	100-1500-000	1,407.65
					100-1500-000	112.61
			828538183001		INV- OFFICE SUPPLIES	
				016229	100-1500-000	127.58
					100-1500-000	10.21
			828538186001		INV- OFFICE SUPPLIES	
				016229	100-1500-000	272.88
					100-1500-000	21.83
					Total :	1,952.76
155074	3/24/2016	045033 OFFICE DEPOT	819195058001		DEV SVCS- OFFICE SUPPLIES	
				054199	100-6300-6302-2301-0000-000	6.47
			824852653001		DEV SVCS- OFFICE SUPPLIES	
				054199	100-6300-6302-2301-0000-000	74.68
			826827068001		C/S- OFFICE SUPPLIES	
				054199	100-6040-6042-2300-0000-000	264.09
					100-6040-6042-2300-0000-000	21.13
			827390782001		COMM SVCS- OFFICE SUPPLIES	
				054199	762-2350-000	108.00
			827540685001		PURCH- OFFICE SUPPLIES	
				054199	100-6040-6043-2301-0000-000	64.01
					100-6040-6043-2301-0000-000	5.12
			827638818001		COMM SVCS- OFFICE SUPPLIES	
				054199	100-6200-6250-2302-0000-000	493.11
			827638847001		COMM SVCS- OFFICE SUPPLIES	
				054199	100-6200-6250-2302-0000-000	90.12
			828741242001		ELEC- OFFICE SUPPLIES	
				054199	520-8000-8004-2301-0921-000	23.31
				054199	526-8000-8035-2301-0921-000	5.17
			828741326001		ELEC- OFFICE SUPPLIES	
				054199	526-8000-8035-2301-0921-000	65.87

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155074	3/24/2016	045033 OFFICE DEPOT	(Continued)			
			830691481001		ELEC- OFFICE SUPPLIES	
				054199	520-8000-8002-2301-0921-000	291.59
					Total :	1,512.67
155075	3/24/2016	060227 OWENS, JOSEPH	03/31/16-04/03/16		ELEC- PER DIEM (APPA RODEO TRAINING)	
					520-8000-8004-1161-0926-000	223.00
					Total :	223.00
155076	3/24/2016	093839 P & P UNIFORMS	403582/4		PD- UNIFORM (J. NASSAR)	
				054200	100-6070-6071-1170-0000-000	33.46
					Total :	33.46
155077	3/24/2016	001712 PACIFIC ALARM SERVICE	R118277		BM- ALARM SERVICES	
				054225	605-6150-6211-2250-6211-000	61.50
				054225	605-6150-6211-2250-8101-000	61.50
					Total :	123.00
155078	3/24/2016	093995 PLACEWORKS, INC.	58537		DEV SVCS- ENVIRO SERVICES	
				054230	762-2338-000	214.98
					Total :	214.98
155079	3/24/2016	041300 POWER PLUS	P10884-19		ELEC- ENGINEERING SERVICES	
				015802	520-8000-8002-2350-0923-000	3,875.00
					Total :	3,875.00
155080	3/24/2016	092540 PRAXAIR DISTRIBUTION	54910271		ELEC- VARIOUS GASES	
				015523	520-8000-8009-2225-0548-000	1,675.53
			54920701		ELEC- VARIOUS GASES	
				015523	520-8000-8009-2225-0548-000	91.96
					Total :	1,767.49
155081	3/24/2016	093060 PROTECTION ONE ALARM MONITORIN	108132783		PD- ELECTRONIC SECURITY SYSTEM	
				015559	100-6070-6071-2350-0000-000	363.62
					Total :	363.62
155082	3/24/2016	014316 PRUDENTIAL OVERALL SUPPLY	22211995		ELEC- UNIFORM RENTAL SERVICES	
				054229	520-8000-8009-2225-0548-000	84.55

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155082	3/24/2016	014316 PRUDENTIAL OVERALL SUPPLY	(Continued)			
			22213369		ELEC- UNIFORM RENTAL SERVICES	
				054229	520-8000-8004-1170-0926-000	232.20
				054229	520-8000-8002-2301-0921-000	25.30
			22213370		ELEC- UNIFORM RENTAL SERVICES	
				054229	520-8000-8002-2301-0921-000	102.70
			22215468		ELEC- UNIFORM RENTAL SERVICES	
				054229	520-8000-8009-2225-0548-000	84.55
			22216900		ELEC- UNIFORM RENTAL SERVICES	
				054229	520-8000-8004-1170-0926-000	258.00
				054229	520-8000-8002-2301-0921-000	25.30
			22216901		ELEC- UNIFORM RENTAL SERVICES	
				054229	520-8000-8003-1170-0926-000	156.11
					Total :	**968.71**
155083	3/24/2016	093431 Q PRESS	2016022		COMM SVCS- BROCHURE DESIGN & PRINT	
				015919	100-6200-6202-2354-0000-000	9,490.66
					Total :	**9,490.66**
155084	3/24/2016	093911 RIVERSIDE COUNTY DEPARTMENT OF	AN0000000698		PD- ANIMAL SHELTER SERVICES	
				015539	100-6070-6071-2350-0000-000	15,053.00
					Total :	**15,053.00**
155085	3/24/2016	038549 RODRIGUEZ, PATRICIA	FEB 16		COMM SVCS- CONTRACT INSTRUCTOR	
				015727	100-6200-6202-2350-0000-000	1,731.20
					Total :	**1,731.20**
155086	3/24/2016	003799 SAN BERNARDINO COUNTY	19111- 1		PD- RADIO ACCESS SERVICE	
				015533	100-6070-6071-2310-0000-000	11,161.34
			19111- 2		PD- RADIO MAINTENANCE	
				015532	100-6070-6071-2240-0000-000	1,712.38
			19111- 5		PD- DISPATCH CONSOLE MAINT.	
				015551	100-6070-6071-2240-0000-000	1,090.59
			19111- 6 & 7		PD- RADIO REPAIRS & SERVICE	
				015558	100-6070-6071-2240-0000-000	848.36
			19111- 8		PD- COUNTY WAN CONNECTION	
				015554	100-6070-6071-2310-0000-000	324.00

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155086	3/24/2016	003799	003799 SAN BERNARDINO COUNTY	(Continued)		Total :	15,136.67
155087	3/24/2016	015748	SAN BERNARDINO COUNTY	19111- 3 & 4		PD- SHERIFF'S AUTO SYSTEM	
					015553	100-6070-6071-2350-0000-000	415.05
						Total :	415.05
155088	3/24/2016	060277	SAN BERNARDINO MUNICIPAL	25786		WW-RIX OPERATION EXPENDITURES	
						522-8200-8200-2650-0000-000	103,879.64
				25787		WW-RIX CAPITAL EXPENDITURES	
						522-8200-8203-3890-0000-000	10,568.61
				25788		WW-RIX OPERATION EXPENDITURES	
						522-8200-8200-2650-0000-000	161,371.39
				25789		WW- RIX CAPITAL EXPENDITURES	
						522-8200-8203-3890-0000-000	56,420.26
						Total :	332,239.90
155089	3/24/2016	014714	SAN BERNARDINO VALLEY	2882		ELEC- IEBL SAMPLING FEES	
						520-8000-8009-2225-0548-000	4,161.39
						Total :	4,161.39
155090	3/24/2016	093642	SHRED-IT USA INC.	9409756718		PD- DOCUMENT DESTRUCTION SVC	
					015549	100-6070-6071-2350-0000-000	112.56
						Total :	112.56
155091	3/24/2016	093099	SKAPIK LAW GROUP	CLT-003M- 41		W- LEGAL SERVICES- GROUNDWATER	
						521-8100-8101-2350-0000-000	13,549.06
				CLT-003M- 42		W- LEGAL SERVICES- GROUNDWATER	
						521-8100-8101-2350-0000-000	3,633.10
				CLT-006M- 18		LEGAL SVCS CREDIT- I-215/MT VERNON	
						100-6050-6050-2350-0000-000	-2,148.35
						Total :	15,033.81
155092	3/24/2016	093734	SMART LEVELS MEDIA MAILING & P	259621		COMM SVCS- MARKETING MATERIALS	
					015556	100-6200-6215-2354-0000-000	144.94
				259927		COMM SVCS- MARKETING MATERIAL	
					015556	100-6200-6215-2354-0000-000	144.94
				260424		COMM SVCS- MARKETING MATERIALS	
					015556	100-6200-6215-2354-0000-000	50.66

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155092	3/24/2016	093734	093734 SMART LEVELS MEDIA MAILING & P	(Continued)		Total :	340.54
155093	3/24/2016	058207	SMX CAPITAL INC.	FEB 16		ELEC- PERFORMANCE BASED INCENTIVE	
						520-8000-8005-2350-0923-000	2,252.22
				JAN 16		ELEC- PERFORMANCE BASED INCENTIVE	
						520-8000-8005-2350-0923-000	1,507.32
						Total :	3,759.54
155094	3/24/2016	092670	SO CAL LOCKSMITH	34546		COMM SVCS- LOCK PARTS AND SVC	
					054209	100-6200-6217-2301-0000-000	95.00
						Total :	95.00
155095	3/24/2016	000228	SOUTHERN CALIFORNIA EDISON	2-01-195-9400-0316		ELEC- ELECTRICAL SERVICE	
					015753	520-8000-8011-2320-0585-000	176.71
						Total :	176.71
155096	3/24/2016	003763	SOUTHERN CALIFORNIA EDISON	7500647677		ELEC- DISTRIBUTION ACCESS TARIFF	
						520-8000-8006-2330-0555-700	21,848.24
						Total :	21,848.24
155097	3/24/2016	003181	SOUTHERN CALIFORNIA GAS CO	099-236-3708-0-0216		ELEC- NATURAL GAS TRANSMISSION	
						520-8000-8009-2321-0547-000	56.43
						Total :	56.43
155098	3/24/2016	000234	SQUIRES LUMBER COMPANY	307217		BM- MAINTENANCE MATERIAL	
					054212	605-6150-6211-2250-6211-000	71.13
						Total :	71.13
155099	3/24/2016	093833	SWISHER HYGIENE FRANCHISE CORP	6H02728635		COMM SVCS- RESTROOM MAINT.	
					016134	100-6200-6217-2350-0000-000	95.00
				6H02759442		COMM SVCS- RESTROOM HYGIENE MNTCE	
					016134	100-6200-6217-2350-0000-000	95.00
						Total :	190.00
155100	3/24/2016	045262	TAMAYO, VINCENT	OPT REIM 15/17		ELEC- OPTICAL REIMBURSEMENT	
						520-8000-8003-1101-0926-000	214.92
						Total :	214.92

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155101	3/24/2016	045829 TASER INTERNATIONAL	SI1429925		PD- LICENSE RENEWAL & STORAGE FI	
				016240	100-6070-6071-2315-0000-000	11,852.40
					Total :	**11,852.40**
155102	3/24/2016	002964 THE COUNSELING TEAM	30899		HR- COUNSELING SERVICES	
				054163	100-6030-6030-2342-0000-000	840.00
					Total :	**840.00**
155103	3/24/2016	060269 TUCCI, RON	02007511		C/S- SOLAR REFUND	
					520-2450-232	158.24
					Total :	**158.24**
155104	3/24/2016	021965 VALLEY ANIMAL HOSPITAL, INC	324706		PD- VETERINARY SERVICES	
				015548	100-6070-6071-2350-0000-000	90.00
					Total :	**90.00**
155105	3/24/2016	047935 VEGA, ROBERT	03/06/16		PD- SUPPLIES FOR TACTICS & RANGE	
					100-6070-6071-1160-0000-000	85.72
					Total :	**85.72**
155106	3/24/2016	036062 VERIZON CALIFORNIA	8842700-0216		C. CARE- TELEPHONE SERVICE	
				015971	206-7200-7203-2310-0000-000	83.86
					Total :	**83.86**
155107	3/24/2016	093406 VERIZON WIRELESS	9760714158		AUTO- CELLULAR SERVICES	
				054219	608-6150-8700-2310-0000-000	11.30
			9760714159		ST- CELLULAR SERVICES	
				054219	210-6150-6160-2310-0000-000	209.81
			9760714166		PARKS- CELLULAR SERVICES	
				054219	100-6150-6205-2310-0000-000	493.39
			9760714168		BM- CELLULAR SERVICES	
				054219	605-6150-6211-2310-0000-000	65.22
			9761375531		PD- CELLULAR SERVICES	
				054219	100-6070-6071-2310-0000-000	2,163.64
					Total :	**2,943.36**
155108	3/24/2016	000159 W W GRAINGER, INC	9026967357		ELEC- INDUSTRIAL SUPPLIES	
				015464	520-8000-8009-2225-0548-000	20.88

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155108	3/24/2016	000159 W W GRAINGER, INC	(Continued)			
			9031482798		ELEC- INDUSTRIAL SUPPLIES	
				015464	520-8000-8009-2225-0548-000	335.99
			9047268843		INV- HARDWARE SUPPLIES	
				016228	100-1500-000	216.12
					100-1500-000	17.29
			9047268850		INV- HARDWARE SUPPLIES	
				016228	100-1500-000	755.51
					100-1500-000	60.46
			9047268868		INV- PAINT SUPPLIES	
				016233	100-1500-000	73.20
				016233	520-1500-154	35.04
					100-1500-000	5.87
					520-1500-154	2.81
			9047732806		INV- PAINT SUPPLIES	
				016233	100-1500-000	96.96
					520-1500-154	4.03
					100-1500-000	3.72
			9049422430		INV- PAINT SUPPLIES	
				016233	520-1500-154	70.08
					100-1500-000	3.47
					520-1500-154	2.14
					Total :	**1,703.57**
155109	3/24/2016	000188 WAXIE	75829483		INV- JANITORIAL SUPPLIES	
				016211	100-1500-000	1,691.95
					100-1500-000	80.54
			75835695		INV- JANITORIAL SUPPLIES	
				016211	100-1500-000	96.92
					100-1500-000	4.61
					Total :	**1,874.02**
155110	3/24/2016	000750 WESCO DISTRIBUTION INC	707054		ELEC INV- CABLE WIRE	
				015811	520-1500-154	42,524.79
					520-1500-154	3,401.97
					Total :	**45,926.76**

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155111	3/24/2016	003171 WEST VALLEY WATER DISTRICT	23577-23504- 03/16		LLMD- WATER SERVICES	
					702-6150-6210-2320-0000-000	51.61
			24015-23926-03/16		LLMD- WATER SERVICES	
					702-6150-6210-2320-0000-000	51.61
			24843-24702- 03/16		LLMD- WATER SERVICES	
					702-6150-6210-2320-0000-000	70.02
			25241-25078- 03/16		LLMD- WATER SERVICES	
					702-6150-6210-2320-0000-000	70.02
			25493-25320- 03/16		LLMD- WATER SERVICES	
					702-6150-6210-2320-0000-000	35.91
			25495-25322- 03/16		LLMD- WATER SERVICES	
					702-6150-6210-2320-0000-000	164.39
			25875-25680- 0316		LLMD- WATER SERVICES	
					702-6150-6210-2320-0000-000	100.91
			26061-25862- 03/16		LLMD- WATER SERVICES	
					702-6150-6210-2320-0000-000	25.05
			26529-26320- 03/16		LLMD- WATER SERVICES	
					702-6150-6210-2320-0000-000	70.02
					Total :	**639.54**
2980000	3/17/2016	046969 NORESCO	31788		ELEC- O & M SERVICES - AGUA MANSA	
					520-8000-8009-2225-0548-000	84,379.09
					Total :	**84,379.09**
4909300	3/15/2016	003755 SO CALIF PUBLIC POWER AUTH	HU 0316		ELEC- HOOVER POWER COSTS	
					520-8000-8006-2330-0555-100	6,445.75
					Total :	**6,445.75**
6243200	3/18/2016	035929 BANK OF AMERICA	FEDERAL 3/17/16		FEDERAL TAXES	
					762-2200-000	141,431.44
			STATE 03/17/16		STATE TAXES	
					762-2010-000	44,096.14
					Total :	**185,527.58**
11470900	3/18/2016	000904 CITY OF BURBANK	117484		ELEC- BILLING FOR MAGNOLIA POWER	
					520-8000-8006-2330-0555-700	29,200.00

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Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
11470900	3/18/2016	000904	000904 CITY OF BURBANK	(Continued)		Total :	29,200.00
11471000	3/21/2016	042999	SO CALIF PUBLIC POWER AUTH, U S BANK A	NGPP 0316		ELEC- MONTHLY COSTS & GAS SALES	
						520-8000-8006-2330-0555-400	36,472.05
						Total :	36,472.05
11481500	3/18/2016	003111	SO CALIF PUBLIC POWER AUTH	MAG 0316		ELEC- POWER COSTS- MAGNOLIA POWER	
						520-8000-8006-2330-0555-900	180,990.00
						Total :	180,990.00
11481600	3/18/2016	003833	SO CALIF PUBLIC POWER AUTH, %US BANK,	MA 0316		ELEC- TRANSMISSION COSTS	
						520-8000-8006-2330-0555-700	53,211.00
						Total :	53,211.00
11481700	3/18/2016	003834	SO CALIF PUBLIC POWER AUTH	MP 0316		ELEC- TRANSMISSION COSTS	
						520-8000-8006-2330-0555-700	6,806.00
						Total :	6,806.00
67140500	3/4/2016	003672	CALIFORNIA PUBLIC EMPLOYEES'	100000014720905		GASB 68 REPORTING FEES	
						100-6040-6041-2350-0000-000	2,500.00
						Total :	2,500.00
67599800	3/16/2016	003893	ING	PP 03/17/16		457 DEF COMP & LOAN PAYMENT	
						762-2040-000	8,731.27
						762-2045-000	583.93
						Total :	9,315.20
665731716	3/16/2016	003772	STATE OF CALIFORNIA	PP 03/17/16		CHILD SUPPORT PAYMENTS	
						762-2150-000	3,487.84
						Total :	3,487.84
800312279	3/18/2016	093712	SIEMENS INDUSTRY INC.	5610010834		ST- TRAFFIC SIGNAL MAINT.	
					015886	210-6150-6160-2460-0000-000	4,165.00
				5620007874		ST- TRAFFIC SIGNAL MAINT.	
					015886	210-6150-6160-2460-0000-000	7,979.97
				RI-107886		ST- TRAFFIC SIGNAL MAINT.	
					015886	210-6150-6160-2460-0000-000	1,494.88

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Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
800312279	3/18/2016	093712	093712 SIEMENS INDUSTRY INC.	(Continued)		**Total :**	**13,639.85**
111	**Vouchers for bank code :**	boa				**Bank total :**	**1,347,791.17**
111	**Vouchers in this report**					**Total vouchers :**	**1,347,791.17**

Anita Agramonte
Finance Director

Aurelio De La Torre
City Treasurer

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155112	3/31/2016	093369 A & I REPROGRAPHICS	CN00021296		W- BONDING/ PAPER FOR BIDS	
				054149	522-8200-8204-3890-0000-000	974.76
					Total :	974.76
155113	3/31/2016	092665 A PLUS TIRE SERVICE	70607		AUTOMOTIVE REPAIRS	
				054151	608-6150-8700-2210-6071-000	69.95
					Total :	69.95
155114	3/31/2016	092815 ACTION DOOR CONTROLS INC.	4592		BM- REPAIR DOORS	
				016263	605-6150-6211-2250-6213-000	197.50
			4606		BM- REPAIR DOORS	
				016263	605-6150-6211-2250-6213-000	800.00
					605-6150-6211-2250-6213-000	64.00
					Total :	1,061.50
155115	3/31/2016	058517 AETNA	31091128		HR- RETIREE HEALTH PREMIUMS	
					100-6030-6030-1150-0000-000	1,140.00
					Total :	1,140.00
155116	3/31/2016	059314 AETNA	31090408		HR- RETIREE HEALTH PREMIUMS	
					100-6030-6030-1150-0000-000	1,446.24
					Total :	1,446.24
155117	3/31/2016	092700 AIR & HOSE SOURCE INC.	01-240427		WW- HOSES & FITTINGS	
				015712	522-8200-8200-2255-0000-000	30.01
					Total :	30.01
155118	3/31/2016	093657 ANDERSON, LILI	MAR 16		COMM SVCS- CONTRACT INSTRUCTOI	
				015729	100-6200-6202-2350-0000-000	249.90
					Total :	249.90
155119	3/31/2016	001139 ANIMAL EMERGENCY CLINIC	JAN 16- 2		PD- VETERINARIAN SERVICES	
				015561	100-6070-6071-2350-0000-000	650.00
					Total :	650.00
155120	3/31/2016	046028 AT & T	2710107-0316		I.S.- TELEPHONE SERVICES	
				054153	606-6040-6044-2310-0000-000	88.94

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155120	3/31/2016	046028 AT & T	(Continued)			
			2711575-0216		WW- TELEPHONE SERVICES	
				054153	521-8100-8101-2310-0000-000	140.10
			3410640-0316		I.S.- TELEPHONE SERVICES	
				054153	606-6040-6044-2310-0000-000	376.13
			3703715-0316		LIB- TELEPHONE SERVICES	
				054153	100-6200-6250-2310-0000-000	16.83
			3704863-0316		W- TELEPHONE SERVICES	
				054153	521-8100-8101-2310-0000-000	32.55
			4220124-0316		LIB- TELEPHONE SERVICES	
				054153	100-6200-6250-2310-0000-000	18.16
			4240128-0316		LIB- TELEPHONE SERVICES	
				054153	100-6200-6250-2310-0000-000	108.15
			4330012-0316		COMM SVCS- TELEPHONE SERVICES	
				054153	100-6200-6202-2310-0000-000	78.63
			4330258-0316		COMM SVCS- TELEPHONE SERVICES	
				054153	100-6200-6202-2310-0000-000	35.49
			4512619-0316		I.S.- TELEPHONE SERVICES	
				054153	606-6040-6044-2310-0000-000	69.18
			7831333-0316		I.S.- TELEPHONE SERVICES	
				054153	606-6040-6044-2310-0000-000	113.16
			7831468-0216		WW- TELEPHONE SERVICES	
				054153	522-8200-8200-2310-0000-000	18.63
			7832544-0316		I.S.- TELEPHONE SERVICES	
				054153	606-6040-6044-2310-0000-000	101.27
			8254114-0216		WW- TELEPHONE SERVICES	
				054153	522-8200-8200-2310-0000-000	106.55
			8256846-0216		WW- TELEPHONE SERVICES	
				054153	522-8200-8200-2310-0000-000	75.37
					Total :	**1,379.14**
155121	3/31/2016	000205 AT&T	8410909- 0316		WW- TELEPHONE SERVICES	
				054152	522-8200-8200-2310-0000-000	33.29
					Total :	**33.29**
155122	3/31/2016	cbc0554 BLACK, LORENZO	00260230		CLOSING BILL CREDIT	
					520-2450-232	15.26

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155122	3/31/2016	cbc0554 cbc0554 BLACK, LORENZO	(Continued)		Total :	15.26
155123	3/31/2016	092138 B'S POOL SUPPLIES	80164		COMM SVCS- CHLORINE	
				015529	100-6200-6203-2250-0000-000	447.96
					Total :	447.96
155124	3/31/2016	093834 CADD OFFLOAD	0111		CDBG- ENGINEERING SUPPORT	
				015933	215-1502-6920-3890-0000-000	600.00
				015933	450-1509-6970-3890-0000-000	600.00
				015933	218-1510-6150-3890-0000-000	240.00
				015933	218-1601-6150-3890-0000-000	240.00
				015933	218-1602-6150-3890-0000-000	240.00
				015933	218-1603-6150-3890-0000-000	510.00
					Total :	2,430.00
155125	3/31/2016	cbc0559 CAMPBELL, DAVID	00190265		CLOSING BILL CREDIT	
					520-2450-232	19.44
					Total :	19.44
155126	3/31/2016	003165 CANON FINANCIAL SERVICES	15894581		COPIER LEASE (VARIOUS DEPTS)	
				015447	100-6040-6043-2420-0000-000	157.22
				015447	100-6150-6151-2420-0000-000	104.14
				015447	521-8300-8300-2420-0000-000	104.14
				015447	100-6200-6250-2420-0000-000	147.80
				015447	520-8000-8001-2420-0931-000	157.22
				015447	100-6040-6043-2420-0000-000	35.67
				015447	520-8000-8009-2225-0548-000	89.48
				015447	100-6150-6151-2420-0000-000	74.00
				015447	521-8300-8300-2420-0000-000	74.00
				015447	100-6070-6071-2420-0000-000	204.36
				015447	100-6200-6200-2420-0000-000	157.23
				015447	522-8200-8200-2420-0000-000	148.00
				015447	100-6070-6071-2420-0000-000	35.67
				015447	206-7200-7202-2420-0000-000	40.79
				015447	100-6200-6250-2420-0000-000	31.82
				015447	100-6300-6301-2420-0000-000	157.22
				015447	100-6070-6071-2420-0000-000	138.58

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155126	3/31/2016	003165 CANON FINANCIAL SERVICES	(Continued)			
				015447	100-6030-6030-2420-0000-000	148.00
				015447	100-6070-6071-2420-0000-000	142.12
				015447	100-6040-6041-2420-0000-000	117.15
				015447	100-6090-6091-2420-0000-000	217.71
				015447	100-6070-6071-2420-0000-000	222.19
				015447	100-6020-6020-2420-0000-000	174.59
				015447	100-6000-6000-2420-0000-000	191.55
					100-6040-6043-2420-0000-000	15.43
					100-6150-6151-2420-0000-000	14.25
					521-8300-8300-2420-0000-000	14.25
					100-6200-6250-2420-0000-000	14.37
					520-8000-8001-2420-0931-000	12.58
					520-8000-8009-2225-0548-000	7.16
				015447	520-8000-8003-2420-0931-000	138.58
					100-6070-6071-2420-0000-000	59.44
					100-6200-6200-2420-0000-000	12.58
					520-8000-8003-2420-0931-000	11.09
					522-8200-8200-2420-0000-000	11.84
					206-7200-7202-2420-0000-000	3.26
					100-6300-6301-2420-0000-000	12.58
					100-6030-6030-2420-0000-000	11.84
					100-6040-6041-2420-0000-000	9.37
					100-6090-6091-2420-0000-000	17.42
					100-6020-6020-2420-0000-000	13.97
					100-6000-6000-2420-0000-000	15.32
					Total :	**3,465.98**
155127	3/31/2016	093662 CAROLLO ENGINEERS, INC.	0147720		WW- WASTEWATER MASTERPLAN	
				012931	522-8200-8200-2350-0000-000	10,746.30
				012931	521-8100-8101-2350-0000-000	24,708.08
					Total :	**35,454.38**
155128	3/31/2016	093761 CERTIFIED LABORATORIES DIVISIO	2230537		WW- GREASE, LUBRICANTS FOR EQUI	
				015714	522-8200-8200-2255-0000-000	241.44
			2233378		WW- GREASE, LUBRICANTS FOR EQUI	
				015714	522-8200-8200-2255-0000-000	634.47

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155128	3/31/2016	093761 093761 CERTIFIED LABORATORIES DIVISIO	(Continued)		**Total :**	**875.91**
155129	3/31/2016	cbc0562 CHACON, RICHARD	00740780		CLOSING BILL CREDIT	
					520-2450-232	346.24
					Total :	**346.24**
155130	3/31/2016	093729 CHILDCARE CAREERS, LLC	232905		C. CARE- TEACHERS AND AIDES	
				015460	206-7200-7202-2350-0000-000	77.40
					Total :	**77.40**
155131	3/31/2016	cbc0561 CLARK, SHAWNTELE	00370105		CLOSING BILL CREDIT	
					520-2450-232	96.12
					Total :	**96.12**
155132	3/31/2016	cbc0590 CLARK, TINA	00211930		CLOSING BILL CREDIT	
					520-2450-232	11.61
					Total :	**11.61**
155133	3/31/2016	000128 CLINICAL LAB OF S B INC	947153		W- LABORATORY SAMPLING	
				015771	521-8100-8101-2350-0000-000	1,504.50
			948618		W- LABORATORY SAMPLING	
				015771	521-8100-8101-2350-0000-000	3,022.75
					Total :	**4,527.25**
155134	3/31/2016	000491 COLTON TRUCK SUPPLY	5260740005		AUTOMOTIVE PARTS & SUPPLIES	
				054161	608-6150-8700-2210-6205-000	68.94
					Total :	**68.94**
155135	3/31/2016	000139 CULLIGAN WATER CONDITION	570958		WW- SOFTENER SUPPLIES	
				015710	522-8200-8200-2301-0000-000	46.90
					Total :	**46.90**
155136	3/31/2016	043438 DELL COMPUTER CORPORATION	XJWW38K11		INV- TONER CARTRIDGES	
				016248	100-1500-000	2,074.63
					100-1500-000	165.97
					Total :	**2,240.60**
155137	3/31/2016	059654 DELTA DENTAL INSURANCE COMPANY	BE001562439		DENTAL PREMIUMS	

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155137	3/31/2016	059654	DELTA DENTAL INSURANCE COMPANY	(Continued)			
						762-2030-000	2,905.52
						Total :	**2,905.52**
155138	3/31/2016	003660	DELTA DENTAL OF CALIFORNIA	BE001560503		DENTAL PREMIUMS	
						762-2030-000	14,365.13
						100-6030-6030-1150-0000-000	94.42
						762-2030-000	167.41
						Total :	**14,626.96**
155139	3/31/2016	093982	DENALI WATER SOLUTIONS LLC	0011172-IN		WW- HAULING & DISPOSAL SVCS	
					015831	522-8200-8200-2350-0000-000	3,547.51
				0011173-IN		WW- HAULING & DISPOSAL SVCS	
					015831	522-8200-8200-2350-0000-000	54,314.54
				0011174-IN		WW- HAULING & DISPOSAL SVCS	
					015831	522-8200-8200-2350-0000-000	29,175.94
						Total :	**87,037.99**
155140	3/31/2016	093773	DM CONTRACTING, INC.	4341		CDBG- CITYWIDE CONCRETE PRJ.	
					015888	215-1503-6920-3890-0000-000	85,654.30
						215-2460-000	-4,282.72
						Total :	**81,371.58**
155141	3/31/2016	060248	DRAPE KINGS	DKQQ17076		COMM SVCS- SHIPPING CHARGES	
						100-6200-6201-2301-0000-000	91.20
						Total :	**91.20**
155142	3/31/2016	093981	DRIFTWOOD DAIRY INC.	4642856		COMM SVCS- MILK- SNACK PROGRAM	
					015828	100-6200-6215-2301-0000-000	83.94
						Total :	**83.94**
155143	3/31/2016	000149	DUNN-EDWARDS CORP	2018251967		PARKS- PAINT SUPPLIES	
					054167	100-6150-6205-2301-0000-000	238.12
						Total :	**238.12**
155144	3/31/2016	cbc0555	ECHOLS, MICHAEL	00271135		CLOSING BILL CREDIT	
						520-2450-232	306.71

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155144	3/31/2016	cbc0555 cbc0555 ECHOLS, MICHAEL	(Continued)		Total :	306.71
155145	3/31/2016	094017 ELISEO ART SILVA	100A		COLTON MURAL PROJECT	
				016249	451-1203-6987-3890-0000-000	14,849.25
					451-2460-000	-742.46
					Total :	14,106.79
155146	3/31/2016	cbc0578 ELKINS, JEFFREY	00640150		CLOSING BILL CREDIT	
					520-2450-232	294.92
					Total :	294.92
155147	3/31/2016	cbc0576 ESTRADA, ALEXANDER	00151450		CLOSING BILL CREDIT	
					520-2450-232	55.01
					Total :	55.01
155148	3/31/2016	092344 EZ LANDSCAPE/SUNNY DAY LANDSCA	1640		LLMD- LANDSCAPE LIGHTING MAINT.	
				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
155149	3/31/2016	015957 FAIRVIEW FORD SALES, INC	276182		AUTOMOTIVE PARTS	
				054170	608-6150-8700-2210-6160-000	29.83
			278546		AUTOMOTIVE PARTS	
				054170	100-6070-6071-2210-0000-000	464.30
					Total :	494.13
155150	3/31/2016	046103 FILTER RECYCLING SERVICES INC	601057-E		ST- EMERGENCY HAZ WASTE	
				016242	210-6150-6160-2350-0000-000	7,567.00
					Total :	7,567.00
155151	3/31/2016	cbc0594 FRANCO, ALINA	00580035		CLOSING BILL CREDIT	
					520-2450-232	112.82
					Total :	112.82
155152	3/31/2016	060257 FULLERTON ORTHOPEDIC	F865278		RISK- CLAIM EXPENSE	
					607-6040-8601-2290-0000-000	2,500.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155152	3/31/2016	060257 060257 FULLERTON ORTHOPEDIC	(Continued)		Total :	2,500.00
155153	3/31/2016	cbc0577 GARCIA, CARMEN	00882710		CLOSING BILL CREDIT	
					520-2450-232	157.28
					Total :	157.28
155154	3/31/2016	000230 GAS COMPANY	160-221-7000-1-0316		LIB- GAS SERVICES	
				054174	605-6150-6211-2320-0000-000	28.75
					Total :	28.75
155155	3/31/2016	092051 GE MOBILE WATER, INC	98121361		ELEC- EQUIPMENT LEASE	
				015689	520-8000-8009-2225-0548-000	37,303.80
					Total :	37,303.80
155156	3/31/2016	cbc0568 GEAR, TAMIKA	00780210		CLOSING BILL CREDIT	
					520-2450-232	11.14
					Total :	11.14
155157	3/31/2016	000157 GENUINE AUTO PARTS	140578		AUTOMOTIVE PARTS	
				054176	608-6150-8700-2210-6071-000	14.58
			141181		WW- AUTOMOTIVE PARTS	
				054176	522-8200-8200-2255-0000-000	6.47
			141345		WW- AUTOMOTIVE PARTS	
				054176	522-8200-8200-2255-0000-000	16.38
			141370		AUTOMOTIVE PARTS	
				054176	210-6150-6160-2301-0000-000	27.85
			141607		AUTOMOTIVE PARTS	
				054176	608-6150-8700-2210-8700-000	236.52
			141621		AUTOMOTIVE PARTS	
				054176	608-6150-8700-2210-6071-000	308.80
			141679		AUTOMOTIVE PARTS	
				054176	608-6150-8700-2210-6071-000	51.61
			141906		AUTOMOTIVE PARTS	
				054176	608-6150-8700-2210-6071-000	1,077.74
			141970		AUTOMOTIVE PARTS	
				054176	100-6150-6205-2301-0000-000	19.47
			141972		AUTOMOTIVE PARTS	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155157	3/31/2016	000157 GENUINE AUTO PARTS	(Continued)			
				054176	100-6150-6205-2301-0000-000	9.59
			141993		AUTO- CREDIT	
				054176	608-6150-8700-2210-6071-000	-789.61
			142046		AUTOMOTIVE PARTS	
				054176	608-6150-8700-2210-6071-000	87.25
			142171		AUTOMOTIVE PARTS	
				054176	608-6150-8700-2210-6071-000	139.16
			142274		AUTOMOTIVE PARTS	
				054176	608-6150-8700-2210-6071-000	5.81
			142539		AUTOMOTIVE PARTS	
				054176	608-6150-8700-2210-6071-000	252.12
			142567		AUTOMOTIVE PARTS	
				054176	608-6150-8700-2210-6160-000	150.81
			142615		AUTOMOTIVE PARTS	
				054176	608-6150-8700-2210-6160-000	39.19
			142627		AUTOMOTIVE PARTS	
				054176	608-6150-8700-2210-6071-000	17.43
			142647		AUTOMOTIVE PARTS	
				054176	608-6150-8700-2210-6160-000	39.19
			142706		AUTOMOTIVE PARTS	
				054176	608-6150-8700-2210-6071-000	92.50
			142875		AUTOMOTIVE PARTS	
				054176	608-6150-8700-2210-6160-000	107.83
			143022		AUTO- CREDIT	
				054176	608-6150-8700-2210-6160-000	-100.18
					Total :	1,810.51
155158	3/31/2016	cbc0560 GONZALEZ, GONZALO	00760050		CLOSING BILL CREDIT	
					520-2450-232	255.34
					Total :	255.34
155159	3/31/2016	58956 GRANGER, LUKE	TUIT 15/16		FIRE- TUITION REIMBURSEMENT	
					100-6090-6091-1160-0000-000	150.00
			TUIT 15/16		FIRE- TUITION REIMBURSEMENT	
					100-6090-6091-1160-0000-000	486.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155159	3/31/2016	58956 58956 GRANGER, LUKE	(Continued)		Total :	636.00
155160	3/31/2016	cbc0589 GREER, DEANDRE MICHAEL	00790895		CLOSING BILL CREDIT	
					520-2450-232	18.42
					Total :	18.42
155161	3/31/2016	082768 HAIG, ANTHONY J	MAR 16		COMM SVCS- CONTRACT INSTRUCTOI	
				015882	100-6200-6202-2350-0000-000	160.00
					Total :	160.00
155162	3/31/2016	cbc0580 HARRIS, JAMINE	00300320		CLOSING BILL CREDIT	
					520-2450-232	104.81
					Total :	104.81
155163	3/31/2016	cbc0583 HERBERT LEE JR.	00780565		CLOSING BILL CREDIT	
					520-2450-232	90.83
					Total :	90.83
155164	3/31/2016	044960 HERTZ EQUIPMENT RENTAL	28216544-005		W- EQUIPMENT RENTALS	
				015740	521-8100-8101-2420-0000-000	505.44
			28250154-003		W- EQUIPMENT RENTALS	
				015740	521-8100-8101-2420-0000-000	912.60
			28500866-001		W- EQUIPMENT RENTALS	
				015740	521-8100-8101-2420-0000-000	206.82
					Total :	1,624.86
155165	3/31/2016	025906 HOME DEPOT	0015906		WW- HARDWARE SUPPLIES	
				054184	522-8200-8200-2257-0000-000	94.99
			0023009		PD- HARDWARE SUPPLIES	
				054179	100-6070-6071-2301-0000-000	122.47
			0033574		BM- HARDWARE SUPPLIES	
				054182	605-6150-6211-2250-6205-000	32.44
			0033575		BM- HARDWARE SUPPLIES	
				054182	605-6150-6211-2250-6211-000	14.04
			0072820		BM- HARDWARE SUPPLIES	
				054182	100-6150-6205-2301-0000-000	59.89
			0580187		BM- HARDWARE SUPPLIES	
				054182	605-6150-6211-2250-6205-000	74.41

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155165	3/31/2016	025906 HOME DEPOT	(Continued)			
			1021182		PD- HARDWARE SUPPLIES	
				054179	100-6070-6071-2301-0000-000	86.58
			1033500		BM- HARDWARE SUPPLIES	
				054182	605-6150-6211-2250-6211-000	15.37
			2010761		BM- HARDWARE SUPPLIES	
				054182	605-6150-6211-2250-6205-000	11.24
			2015621		WW- HARDWARE SUPPLIES	
				054184	522-8200-8200-2257-0000-000	77.90
			2025244		BM- HARDWARE SUPPLIES	
				054182	605-6150-6211-2250-6211-000	9.68
			2034121		BM- HARDWARE SUPPLIES	
				054182	605-6150-6211-2250-6205-000	14.29
			2076578		BM- HARDWARE SUPPLIES	
				054182	605-6150-6211-2250-6217-000	16.14
			2322383		COMM SVCS- HARDWARE SUPPLIES	
				054180	100-6200-6212-2301-0000-000	39.30
				054180	100-6200-6214-2301-0000-000	52.38
			3016668		WW- HARDWARE SUPPLIES	
				054184	522-8200-8200-2257-0000-000	24.99
			3020265		WW- HARDWARE SUPPLIES	
				054184	522-8200-8200-2257-0000-000	172.24
			3022909		BM- HARDWARE SUPPLIES	
				054182	605-6150-6211-2250-6205-000	55.36
			4016579		WW- HARDWARE SUPPLIES	
				054184	522-8200-8200-2257-0000-000	258.72
			4020196		WW- HARDWARE SUPPLIES	
				054184	522-8200-8200-2257-0000-000	191.60
			4030848		PD- HARDWARE SUPPLIES	
				054179	100-6070-6071-2301-0000-000	204.67
			4314261		PD- CREDIT	
				054179	100-6070-6071-2301-0000-000	-117.99
			4316194		WW- CREDIT	
				054184	522-8200-8200-2257-0000-000	-84.45
			5011525		WW- HARDWARE SUPPLIES	
				054184	522-8200-8200-2257-0000-000	117.16
			5020084		WW- HARDWARE SUPPLIES	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155165	3/31/2016	025906 HOME DEPOT	(Continued)			
				054184	522-8200-8200-2257-0000-000	83.28
			8012295		BM- HARDWARE SUPPLIES	
				054182	605-6150-6211-2250-6205-000	48.67
			8014977		WW- HARDWARE SUPPLIES	
				054184	522-8200-8200-2257-0000-000	310.37
			8015033		BM- HARDWARE SUPPLIES	
				054182	522-8200-8200-2255-0000-000	146.69
			8021920		BM- HARDWARE SUPPLIES	
				054182	605-6150-6211-2250-6211-000	164.12
			8121602		BM- HARDWARE SUPPLIES	
				054182	605-6150-6211-2250-6202-000	26.64
			8121603		BM- HARDWARE SUPPLIES	
				054182	605-6150-6211-2250-6211-000	23.17
			8121604		BM- HARDWARE SUPPLIES	
				054182	605-6150-6211-2250-6205-000	47.21
			9010010		BM- HARDWARE SUPPLIES	
				054182	605-6150-6211-2250-6205-000	40.13
					Total :	**2,433.70**
155166	3/31/2016	025906 HOME DEPOT	1021179		PARKS- HARDWARE SUPPLIES	
				015790	100-6150-6205-2301-0000-000	109.14
					Total :	**109.14**
155167	3/31/2016	cbc0595 HOMES, OSBORNE	00221690		CLOSING BILL CREDIT	
					520-2450-232	131.03
					Total :	**131.03**
155168	3/31/2016	037218 HOSE MAN	6178647-0001-06		W- HOSE REPAIRS	
				054185	521-8100-8101-2411-0000-000	158.87
			6179199-0001-06		W- HOSE REPAIRS	
				054185	521-8100-8101-2411-0000-000	119.28
					Total :	**278.15**
155169	3/31/2016	000164 HUB CONST SPECIALTIES, INC	A11010928		WW- MAINTENANCE MATERIALS	
				054187	522-8200-8200-2257-0000-000	37.67
			A11011429		WW- MAINTENANCE MATERIALS	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155169	3/31/2016	000164 HUB CONST SPECIALTIES, INC	(Continued)			
				054187	522-8200-8200-2257-0000-000	13.64
			A12012295		W- MAINTENANCE MATERIALS	
				054187	521-8100-8101-1180-0000-000	88.12
			A12014457		ST- MAINTENANCE MATERIALS	
				054187	210-6150-6160-2301-0000-000	122.11
			A12015662		W- MAINTENANCE MATERIALS	
				054187	521-8100-8101-2301-0000-000	79.56
			A12016618		ST- MAINTENANCE MATERIALS	
				054187	210-6150-6160-2301-0000-000	115.83
			A12018303		ST- MAINTENANCE MATERIALS	
				054187	210-6150-6160-2301-0000-000	281.45
					Total :	**738.38**
155170	3/31/2016	016765 HYDRO SCAPE	9473918-00		LLMD- LANDSCAPING SUPPLIES	
				054188	701-6150-6220-2301-0000-000	134.23
			9474224-00		LLMD- LANDSCAPING SUPPLIES	
				054188	701-6150-6220-2301-0000-000	324.75
			9481838-00		LLMD- LANDSCAPING SUPPLIES	
				054188	701-6150-6220-2301-0000-000	337.66
			9515999-00		W- LANDSCAPING SUPPLIES	
				054188	521-8100-8101-2301-0000-000	57.33
					Total :	**853.97**
155171	3/31/2016	093619 IMPERIAL SPRINKLER SUPPLY INC.	2534769-00		INV- SPRINKLER SUPPLIES	
				016235	100-1500-000	1,422.70
					100-1500-000	113.82
					Total :	**1,536.52**
155172	3/31/2016	046663 INFOSEND INC.	103342		C/S- UTILITY BILLING AND MAIL SVC	
				015448	100-6040-6042-2350-0000-000	6,513.75
					Total :	**6,513.75**
155173	3/31/2016	000276 INLAND WATER WORKS SUPPLY	280505		W- PIPING SUPPLIES	
				054189	521-8100-8101-2301-0000-000	73.61
			280593		W- PIPING SUPPLIES	
				054189	521-8100-8101-2301-0000-000	622.44

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155173	3/31/2016	000276 INLAND WATER WORKS SUPPLY	(Continued)			
			280674		W- PIPING SUPPLIES	
				054189	521-8100-8101-2301-0000-000	578.06
			281593		W- PIPE SUPPLIES	
				054189	521-8100-8101-2301-0000-000	248.98
			281653		W- PIPE SUPPLIES	
				054189	521-8100-8101-2301-0000-000	1,601.02
			281734		W- PIPE SUPPLIES	
				054189	521-8100-8101-2301-0000-000	35.72
			281741		W- PIPE SUPPLIES	
				054189	521-8100-8101-2301-0000-000	279.29
			281742		W- PIPE SUPPLIES	
				054189	521-8100-8101-2301-0000-000	2,753.89
			281743		W- PIPE SUPPLIES	
				054189	521-8100-8101-2301-0000-000	819.15
			281773		W- PIPE SUPPLIES	
				054189	521-8100-8101-2411-0000-000	179.70
			281811		W- PIPE SUPPLIES	
				054189	521-8100-8101-2301-0000-000	80.11
			281877		W- PIPE SUPPLIES	
				054189	521-8100-8101-2301-0000-000	184.03
			282044		W- PIPE SUPPLIES	
				054189	521-8100-8101-2301-0000-000	253.80
			282078		W- PIPE SUPPLIES	
				054189	521-8100-8101-2301-0000-000	92.01
					Total :	**7,801.81**
155174	3/31/2016	cbc0592 JACKSON, MARY	00580190		CLOSING BILL CREDIT	
					520-2450-232	203.54
					Total :	**203.54**
155175	3/31/2016	093195 JOHNSON RENTAL SERVICES	13013465-0003		WW- EQUIPMENT RENTAL	
				015822	522-8200-8200-2420-0000-000	2,617.92
			13013465-0004		WW- EQUIPMENT RENTAL	
				015701	522-8200-8200-2420-0000-000	266.76
			PC001374464		WW- EQUIPMENT RENTAL	
				015822	522-8200-8200-2420-0000-000	408.54

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155175	3/31/2016	093195 093195 JOHNSON RENTAL SERVICES	(Continued)		Total :	3,293.22
155176	3/31/2016	cbc0587 JOHNSON, NEAL	00881200		CLOSING BILL CREDIT	
					520-2450-232	169.04
					Total :	169.04
155177	3/31/2016	094009 JOSE A. BARRERA	MARCH 16		COMM SVCS- CONTRACT INSTRUCTOI	
				016173	100-6200-6202-2350-0000-000	534.80
					Total :	534.80
155178	3/31/2016	cbc0557 JUAREZ, CLAUDIA	00841974		CLOSING BILL CREDIT	
					520-2450-232	147.73
					Total :	147.73
155179	3/31/2016	092166 K H METALS AND SUPPLY	0338592-IN		WW- HARDWARE SUPPLIES	
				054193	522-8200-8200-2255-0000-000	307.87
					Total :	307.87
155180	3/31/2016	cbc0567 KALAUS, DAVID	00260125		CLOSING BILL CREDIT	
					520-2450-232	111.11
			00770455		CLOSING BILL CREDIT	
					520-2450-232	20.16
					Total :	131.27
155181	3/31/2016	cbc0564 KMC INVESTMENT CORP	00502195		CLOSING BILL CREDIT	
					520-2450-232	97.47
					Total :	97.47
155182	3/31/2016	001947 KRIEGER & STEWART	39129		W- ENGINEERING ASSESSMENT	
				014684	521-8100-8104-3890-0000-000	3,938.21
					Total :	3,938.21
155183	3/31/2016	023087 LAKESHORE LIFESKILLS	1118970316		C. CARE- EDUCATIONAL MATERIAL	
				054194	206-7200-7203-2304-0000-000	478.33
			1119000316		C. CARE- EDUCATIONAL MATERIAL	
				054194	206-7200-7202-2304-0000-000	438.30
					Total :	916.63

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155184	3/31/2016	093714 LATITUDE GEOGRAPHICS	INV0002740		ELEC- GIS SOFTWARE	
				016257	520-8000-8002-2350-0923-000	3,700.00
					Total :	**3,700.00**
155185	3/31/2016	032193 LEXIS-NEXIS	1630501-20160229		PD- ADVANCED INVESTIGATIONS	
				015685	100-6070-6071-2350-0000-000	555.90
					Total :	**555.90**
155186	3/31/2016	cbc0571 LIMON, ERIC	00190325		CLOSING BILL CREDIT	
					520-2450-232	232.11
					Total :	**232.11**
155187	3/31/2016	041927 LOU'S TIRE SERVICE	79451		AUTOMOTIVE TIRES	
				054196	608-6150-8700-2210-6160-000	241.10
					Total :	**241.10**
155188	3/31/2016	cbc#9675 MAE, FANNIE	00360940		CLOSING BILL CREDIT	
					520-2450-232	85.76
					Total :	**85.76**
155189	3/31/2016	093703 MAILFINANCE INC.	N5836380		C. CLERK- LEASE- MAILING SYSTEM	
				015884	100-6010-6010-2420-0000-000	318.88
					100-6010-6010-2420-0000-000	18.73
					Total :	**337.61**
155190	3/31/2016	093711 MARTEK DIVERSE AUTOMATION SOLU	3004		W- CALIBRATION ON WELL 30	
				015826	521-8100-8101-2350-0000-000	957.85
					Total :	**957.85**
155191	3/31/2016	cbc0575 MARTINEZ, JACLYN	00760745		CLOSING BILL CREDIT	
					520-2450-232	78.97
					Total :	**78.97**
155192	3/31/2016	044343 MC AVOY & MARKHAM	15004-1		ELEC- PARTS FOR SUBSTATION	
				015618	520-8000-8003-2301-0921-000	342.80
					Total :	**342.80**
155193	3/31/2016	092953 MCAVOY & MARKHAM ENGINEERING &	14976		EELC- ELECTRIC METERS	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155193	3/31/2016	092953 MCAVOY & MARKHAM ENGINEERING &	(Continued)			
				015891	520-8000-8024-3890-0107-000	128,692.80
					Total :	**128,692.80**
155194	3/31/2016	cbc0565 MEDINA, JAVIER	00290450		CLOSING BILL CREDIT	
					520-2450-232	104.98
					Total :	**104.98**
155195	3/31/2016	cbc0593 MELGAR-LATORRE, JAN JEAU	00680050		CLOSING BILL CREDIT	
					520-2450-232	369.62
					Total :	**369.62**
155196	3/31/2016	041081 MISSION LINEN SUPPLY & UNIFORM	501909393		LLMD- UNIFORM RENTAL SERVICES	
				054197	701-6150-6220-1170-0000-000	15.55
			501935998		WW- UNIFORM RENTAL SERVICES	
				054197	522-8200-8200-1170-0000-000	215.93
			501947335		W- UNIFORM RENTAL SERVICES	
				054197	521-8100-8101-1170-0000-000	43.15
			501954844		LLMD- UNIFORM RENTAL SERVICES	
				054197	701-6150-6220-1170-0000-000	15.55
			501982204		WW- UNIFORM RENTAL SERVICES	
				054197	522-8200-8200-1170-0000-000	214.37
			501999801		W- UNIFORM RENTAL SERVICES	
				054197	521-8100-8101-1170-0000-000	265.08
			501999808		LLMD- UNIFORM RENTAL SERVICES	
				054197	701-6150-6220-1170-0000-000	15.55
			502026977		WW- UNIFORM RENTAL SERVICES	
				054197	522-8200-8200-1170-0000-000	214.65
			502045435		W- UNIFORM RENTAL SERVICES	
				054197	521-8100-8101-1170-0000-000	268.42
			502045446		LLMD- UNIFORM RENTAL SERVICES	
				054197	701-6150-6220-1170-0000-000	15.55
			502072225		WW- UNIFORM RENTAL SERVICES	
				054197	522-8200-8200-1170-0000-000	214.37
			502090702		W- UNIFORM RENTAL SERVICES	
				054197	521-8100-8101-1170-0000-000	265.46
			502090709		LLMD- UNIFORM RENTAL SERVICES	

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Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
155196	3/31/2016	041081	MISSION LINEN SUPPLY & UNIFORM	(Continued)			
					054197	701-6150-6220-1170-0000-000	15.55
						Total :	**1,779.18**
155197	3/31/2016	041081	MISSION LINEN SUPPLY & UNIFORM	502015442		PARKS- UNIFORM RENTAL SERVICES	
					015794	100-6150-6205-1170-0000-000	73.97
				502045437		ST- UNIFORM RENTAL SERVICES	
					015894	210-6150-6160-1170-0000-000	6.36
				502045441		ST- UNIFORM RENTAL SERVICES	
					015894	210-6150-6160-1170-0000-000	52.44
				502090703		ST- UNIFORM RENTAL SERVICES	
					015894	210-6150-6160-1170-0000-000	6.36
				502090707		ST- UNIFORM RENTAL SERVICES	
					015894	210-6150-6160-1170-0000-000	48.91
				502090708		PARKS- UNIFORM RENTAL SERVICES	
					015794	100-6150-6205-1170-0000-000	73.68
				502127646		BM- UNIFORM RENTAL SERVICE	
					015581	605-6150-6211-1170-0000-000	30.56
				502137381		AUTO- UNIFORM RENTAL SERVICE	
					015580	608-6150-8700-1170-0000-000	27.80
					015580	608-6150-8700-2301-0000-000	14.97
				502137382		BM- RUG RENTAL- CITY HALL	
					015582	605-6150-6211-2250-6211-000	15.55
						Total :	**350.60**
155198	3/31/2016	093994	MONTROSE ENVIRONMENTAL CORP.	108149		ELEC- ENVIRONMENTAL SVCS	
					016048	520-8000-8009-2225-0548-000	777.03
						Total :	**777.03**
155199	3/31/2016	093781	NBS GOVERNMENT FINANCE GROUP	2160046		W- PROF SVCS- WATER RATE STUDY	
					015782	522-8200-8200-2350-0000-000	1,653.75
				2160047		W- PROF SVCS- WATER RATE STUDY	
					015782	522-8200-8200-2350-0000-000	213.75
						Total :	**1,867.50**
155200	3/31/2016	093220	NESTLE WATERS NORTH AMERICA	16C0021202460		FIRE- BOTTLE WATER SERVICES	
					054155	100-6090-6091-2301-0000-000	215.96

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155200	3/31/2016	093220 093220 NESTLE WATERS NORTH AMERICA (Continued)			Total :	215.96
155201	3/31/2016	045033 OFFICE DEPOT	830641192001		C. CLERK- OFFICE SUPPLIES	
				054199	100-6010-6010-2300-0000-000	100.08
			830641208001		C. CLERK- OFFICE SUPPLIES	
				054199	100-6010-6010-2300-0000-000	67.77
					Total :	167.85
155202	3/31/2016	094012 OMEGA PACIFIC ELECTRICAL SUPPL	03-29361		ELEC- STREET LUMINAIRES	
				016195	520-8000-8011-3890-0107-000	106,500.00
					520-8000-8011-3890-0107-000	8,520.00
					Total :	115,020.00
155203	3/31/2016	092396 ONE SOURCE DISTRIBUTORS	S5035078.001		ELEC INV- HARDWARE SUPPLIES	
				016163	520-1500-154	593.75
					520-1500-154	47.50
			S5035078.002		ELEC INV- HARDWARE SUPPLIES	
				016163	520-1500-154	150.00
					520-1500-154	12.00
			S5035078.004		ELEC INV- HARDWARE SUPPLIES	
				016163	520-1500-154	117.00
					520-1500-154	9.36
			S5035078.005		ELEC INV- HARDWARE SUPPLIES	
				016163	520-1500-154	45.60
					520-1500-154	3.65
			S5035078.007		ELEC INV- HARDWARE SUPPLIES	
				016163	520-1500-154	112.50
					520-1500-154	9.00
			S50350787.003		ELEC INV- HARDWARE SUPPLIES	
				016163	520-1500-154	117.00
					520-1500-154	9.36
			S5042409.001		ELEC INV- HARDWARE SUPPLIES	
				016180	100-1500-000	59.76
					100-1500-000	4.78
			S5042409.002		ELEC INV- HARDWARE SUPPLIES	
				016180	100-1500-000	87.00
					100-1500-000	6.96

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155203	3/31/2016	092396 ONE SOURCE DISTRIBUTORS	(Continued)			
			S5042409.003		ELEC INV- HARDWARE SUPPLIES	
				016180	100-1500-000	17.28
					100-1500-000	1.38
			S5042409.004		ELEC INV- HARDWARE SUPPLIES	
				016180	100-1500-000	5.76
					100-1500-000	0.46
			S5042409.005		ELEC INV- HARDWARE SUPPLIES	
				016180	100-1500-000	63.36
					100-1500-000	5.07
			S5042409.006		ELEC INV- HARDWARE SUPPLIES	
				016180	100-1500-000	87.00
					100-1500-000	6.96
			S5042409.007		ELEC INV- HARDWARE SUPPLIES	
				016180	520-1500-154	94.50
					520-1500-154	1.72
					100-1500-000	5.84
					Total :	**1,674.55**
155204	3/31/2016	093839 P & P UNIFORMS	403241/4		PD- UNIFORM (W. HARRIS)	
				054200	100-6070-6071-1170-0000-000	209.46
			403295/4		PD- UNIFORM (W. HARRIS)	
				054200	100-6070-6071-1170-0000-000	16.00
					Total :	**225.46**
155205	3/31/2016	015285 PATRIOT TOWING	7514		AUTO- TOWING SERVICES	
				016218	608-6150-8700-2210-8000-000	75.00
			7782		AUTO- TOWING SERVICES	
				016218	608-6150-8700-2210-8101-000	75.00
					Total :	**150.00**
155206	3/31/2016	cbc0558 PEARSON, BROOKE	00291070		CLOSING BILL CREDIT	
					520-2450-232	235.76
					Total :	**235.76**
155207	3/31/2016	cbc0556 PENTECOSTAL THRIFT STORE	01970510		CLOSING BILL CREDIT	
					520-2450-232	533.05

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Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
155207	3/31/2016	cbc0556	cbc0556 PENTECOSTAL THRIFT STORE	(Continued)		Total :	533.05
155208	3/31/2016	cbc0585	PERKINS, JAZMINE	00640950		CLOSING BILL CREDIT	
						520-2450-232	180.75
						Total :	180.75
155209	3/31/2016	cbc0570	PONCE, SILVIA	00630090		CLOSING BILL CREDIT	
						520-2450-232	302.83
						Total :	302.83
155210	3/31/2016	cbc0591	RAJI, OLAIDE	00180715		CLOSING BILL CREDIT	
						520-2450-232	14.61
						Total :	14.61
155211	3/31/2016	cbc0584	RAMIREZ, ROSARIO	00180225		CLOSING BILL CREDIT	
						520-2450-232	112.23
						Total :	112.23
155212	3/31/2016	cbc0588	REO ACCOUNTING, INC	00710660		CLOSING BILL CREDIT	
						520-2450-232	78.94
						Total :	78.94
155213	3/31/2016	093592	REYES, PAUL	MAR 16		COMM SVCS- CONTRACT INSTRUCTOI	
					015726	100-6200-6202-2350-0000-000	122.50
						Total :	122.50
155214	3/31/2016	cbc0569	REYES, ROCIO A.	00832120		CLOSING BILL CREDIT	
						520-2450-232	143.65
						Total :	143.65
155215	3/31/2016	cbc0581	RICE, RONDA	00811250		CLOSING BILL CREDIT	
						520-2450-232	70.81
						Total :	70.81
155216	3/31/2016	cbc0574	RITCHIE, NATHALIE	00190615		CLOSING BILL CREDIT	
						520-2450-232	86.42
						Total :	86.42

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155217	3/31/2016	059856 RODEWAY INN AND SUITES	REBATE- TOILET		WATER CONSERVATION REBATE	
					521-8100-8110-2041-0000-000	2,500.00
					Total :	2,500.00
155218	3/31/2016	cbc0586 ROMAN, MANUEL	00570425		CLOSING BILL CREDIT	
					520-2450-232	215.22
					Total :	215.22
155219	3/31/2016	016258 ROYAL WHOLESALE ELECTRIC	6441-494433		WW- ELECTRICAL SUPPLIES	
				015702	522-8200-8200-2255-0000-000	531.24
				015702	522-8200-8200-2301-0000-000	62.76
			6441-494480		WW- ELECTRICAL SUPPLIES	
				015702	522-8200-8200-2301-0000-000	34.59
			6441-494509		WW- ELECTRICAL SUPPLIES	
				015702	522-8200-8200-2301-0000-000	988.20
			6441-494654		WW- ELECTRICAL SUPPLIES	
				015702	522-8200-8200-2301-0000-000	40.31
			6441-495025		WW- ELECTRICAL SUPPLIES	
				015702	522-8200-8200-2301-0000-000	959.04
			6441-495322		WW- ELECTRICAL SUPPLIES	
				015702	522-8200-8200-2301-0000-000	1,015.64
			6441-497411		WW- ELECTRICAL SUPPLIES	
				015702	522-8200-8200-2301-0000-000	552.15
			6441-497412		WW- ELECTRICAL SUPPLIES	
				015702	522-8200-8200-2301-0000-000	552.15
			6441-497413		WW- ELECTRICAL SUPPLIES	
				015702	522-8200-8200-2301-0000-000	1,009.80
			6441-497415		WW- ELECTRICAL SUPPLIES	
				015702	522-8200-8200-2301-0000-000	278.10
			6441-497748		WW- ELECTRICAL SUPPLIES	
				015702	522-8200-8200-2301-0000-000	834.30
			6441-497749		WW- ELECTRICAL SUPPLIES	
				015702	522-8200-8200-2301-0000-000	834.30
			6441-498301		WW- ELECTRICAL SUPPLIES	
				015702	522-8200-8200-2301-0000-000	201.96
			6441-499528		WW- ELECTRICAL SUPPLIES	
				015702	522-8200-8200-2301-0000-000	39.88

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155219	3/31/2016	016258 016258 ROYAL WHOLESALE ELECTRIC	(Continued)		Total :	7,934.42
155220	3/31/2016	pc02 RYMER, CHRIS	PC- C. CARE-03/17/16		REPLENISH PETTY CASH	
					206-7200-7203-2280-0000-000	4.00
					206-7200-7202-2280-0000-000	4.00
					206-7200-7203-2304-0000-000	139.30
					Total :	147.30
155221	3/31/2016	048733 RYMER, CHRISTOPHER	02/29/16		C. CARE- SUPPLIES FOR PRESCHOOL	
					206-7200-7202-2304-0000-000	42.21
			03/09/16		C. CARE- LODGING- CCDAA CONF	
					206-7200-7202-2280-0000-000	88.62
					206-7200-7203-2280-0000-000	88.61
					Total :	219.44
155222	3/31/2016	003272 SAN BERNARDINO COUNTY	DEC 15 & JAN 16		PD- COUNTY FORMS/ SUPPLIES	
				015544	100-6070-6071-2300-0000-000	597.90
					Total :	597.90
155223	3/31/2016	014714 SAN BERNARDINO VALLEY	2883		WW- FIXED PIPELINE CAPACITY FEE	
					522-8200-8200-2651-0000-000	31,221.18
					Total :	31,221.18
155224	3/31/2016	092631 SANDLER BROS.	0193266-IN		INV- FLANNEL RAGS	
				016215	100-1500-000	1,240.00
					100-1500-000	99.20
					Total :	1,339.20
155225	3/31/2016	046302 SCOTT EQUIPMENT	E98916		ST- BACKHOE MATERIALS	
				015787	210-6150-6160-2210-0000-000	98.50
					Total :	98.50
155226	3/31/2016	000224 SMART AND FINAL IRIS CO	117551		COMM SVCS- SUPPLIES- SNACK PROC	
				054208	100-6200-6215-2301-0000-000	17.50
			118901		COMM SVCS- SUPPLIES FOR CAMP	
				054208	100-6200-6209-2301-0000-000	127.04
			119022		COMM SVCS- SUPPLIES FOR CAMP	
				054208	100-6200-6209-2301-0000-000	89.99

Bank code : boa

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
155226	3/31/2016	000224	000224 SMART AND FINAL IRIS CO	(Continued)		Total :	234.53
155227	3/31/2016	092670	SO CAL LOCKSMITH	32227		PARKS- LOCKSMITH SUPPLIES	
					015789	100-6150-6205-2301-0000-000	49.50
				32265		ST- LOCKSMITH SUPPLIES	
					015784	210-6150-6160-2301-0000-000	8.10
				32458		PARTS- LOCKSMITH PARTS	
					015789	100-6150-6205-2301-0000-000	53.96
				32528		PARTS- LOCKSMITH PARTS	
					015789	100-6150-6205-2301-0000-000	25.57
						Total :	137.13
155228	3/31/2016	092670	SO CAL LOCKSMITH	32387		W- LOCK PARTS AND SERVICES	
					054209	521-8100-8101-2301-0000-000	17.76
				32431		WW- LOCK PARTS AND SERVICES	
					054209	522-8200-8200-2255-0000-000	18.90
						Total :	36.66
155229	3/31/2016	000269	SOUTHERN CALIFORNIA	18908		ELEC- PROCESSING JOINT POLE	
						520-8000-8002-2255-0592-100	624.73
						Total :	624.73
155230	3/31/2016	000228	SOUTHERN CALIFORNIA EDISON	2-27-327-1130-0216		WW- ELECTRIC SERVICE	
					054210	522-8200-8200-2320-0000-000	346.46
						Total :	346.46
155231	3/31/2016	045534	SOUTHERN CALIFORNIA POOL GUYS	A194210		COMM SVCS- SWIMMING POOL MAINT	
					015903	100-6200-6203-2350-0000-000	800.00
						Total :	800.00
155233	3/31/2016	000234	SQUIRES LUMBER COMPANY	306574		W- MAINTENANCE MATERIAL	
					054212	521-8100-8101-2411-0000-000	110.07
				306581		W- MAINTENANCE MATERIAL	
					054212	521-8100-8110-3890-0000-000	4.92
				306618		BM- MAINTENANCE MATERIAL	
					054212	605-6150-6211-2250-6211-000	28.46
				306704		WW- MAINTENANCE MATERIAL	
					054212	522-8200-8200-2257-0000-000	124.17

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155233	3/31/2016	000234 SQUIRES LUMBER COMPANY	(Continued)			
			306926		W- MAINTENANCE MATERIAL	
				054212	521-8100-8101-2301-0000-000	27.76
			306931		WW- MAINTENANCE MATERIAL	
				054212	522-8200-8200-2257-0000-000	8.40
			306964		W- MAINTENANCE MATERIAL	
				054212	521-8100-8101-2301-0000-000	17.25
			306986		W- MAINTENANCE MATERIAL	
				054212	521-8100-8101-2411-0000-000	51.08
			306999		WW- MAINTENANCE MATERIAL	
				054212	522-8200-8200-2255-0000-000	65.66
			307009		W- MAINTENANCE MATERIAL	
				054212	521-8100-8101-2411-0000-000	5.70
			307044		WW- MAINTENANCE MATERIAL	
				054212	522-8200-8200-2257-0000-000	7.34
			307047		WW- MAINTENANCE MATERIAL	
				054212	522-8200-8200-2257-0000-000	2.37
			307054		WW- MAINTENANCE MATERIAL	
				054212	522-8200-8200-2257-0000-000	6.46
			307058		WW- MAINTENANCE MATERIAL	
				054212	522-8200-8200-2257-0000-000	9.72
			307060		WW- MAINTENANCE MATERIAL	
				054212	522-8200-8200-2257-0000-000	6.47
			307066		WW- MAINTENANCE MATERIAL	
				054212	522-8200-8200-2257-0000-000	14.75
			307070		W- MAINTENANCE MATERIAL	
				054212	521-8100-8101-2411-0000-000	64.79
			307080		LLMD- MAINTENANCE MATERIAL	
				054212	702-6150-6210-2301-0000-000	35.58
			307083		W- MAINTENANCE MATERIAL	
				054212	521-8100-8101-2411-0000-000	7.42
			307084		W- MAINTENANCE MATERIAL	
				054212	521-8100-8101-2411-0000-000	4.31
			307086		WW- MAINTENANCE MATERIAL	
				054212	522-8200-8200-2257-0000-000	34.80
			307089		W- MAINTENANCE MATERIAL	
				054212	521-8100-8101-2411-0000-000	11.83

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155233	3/31/2016	000234 SQUIRES LUMBER COMPANY	(Continued)			
			307117		WW- MAINTENANCE MATERIAL	
				054212	522-8200-8200-2255-0000-000	51.67
			307121		W- MAINTENANCE MATERIAL	
				054212	521-8100-8101-2411-0000-000	34.53
			307123		BM- MAINTENANCE MATERIAL	
				054212	605-6150-6211-2250-6211-000	5.59
			307140		WW- MAINTENANCE MATERIAL	
				054212	522-8200-8200-2257-0000-000	3.87
			307195		WW- MAINTENANCE MATERIAL	
				054212	522-8200-8200-2255-0000-000	34.47
			307215		BM- MAINTENANCE MATERIAL	
				054212	605-6150-6211-2250-8101-000	130.87
			307218		BM- MAINTENANCE MATERIAL	
				054212	605-6150-6211-2250-8101-000	67.94
			307256		W- MAINTENANCE MATERIAL	
				054212	521-8100-8101-2411-0000-000	36.67
			307257		WW- MAINTENANCE MATERIAL	
				054212	522-8200-8200-2255-0000-000	262.34
			307268		WW- MAINTENANCE MATERIAL	
				054212	522-8200-8200-2255-0000-000	37.24
			307277		LLMD- MAINTENANCE MATERIAL	
				054212	701-6150-6220-2301-0000-000	61.43
			307345		BM- MAINTENANCE MATERIAL	
				054212	605-6150-6211-2250-6211-000	16.19
			307357		WW- MAINTENANCE MATERIAL	
				054212	522-8200-8200-2257-0000-000	5.92
			937715		W- MAINTENANCE MATERIAL	
				054212	521-8100-8101-2411-0000-000	134.95
					Total :	**1,532.99**
155234	3/31/2016	000234 SQUIRES LUMBER COMPANY	307071		ST- MAINTENANCE MATERIAL	
				015835	210-6150-6160-2301-0000-000	7.53
			307116		ST- BACKHOE MATERIALS	
				015835	210-6150-6160-2301-0000-000	36.70
			307151		ST- BACKHOE MATERIALS	
				015835	210-6150-6160-2301-0000-000	20.51

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155234	3/31/2016	000234 SQUIRES LUMBER COMPANY	(Continued)			
			307266		ST- BACKHOE MATERIALS	
				015835	210-6150-6160-2301-0000-000	20.51
			307274		ST- BACKHOE MATERIALS	
				015835	210-6150-6160-2301-0000-000	8.63
					Total :	93.88
155235	3/31/2016	036245 STEVEN ENTERPRISES INC	0352845-IN		ELEC- MAINTENANCE & REPAIRS	
				015628	520-8000-8002-2240-0592-100	61.13
					Total :	61.13
155236	3/31/2016	093833 SWISHER HYGIENE FRANCHISE CORP	6H02774158		COMM SVCS- RESTROOM HYGIENE MNTCE	
				016134	100-6200-6217-2350-0000-000	95.00
					Total :	95.00
155237	3/31/2016	cbc0579 TAYLOR, AMBER	00260140		CLOSING BILL CREDIT	
					520-2450-232	39.24
					Total :	39.24
155238	3/31/2016	094005 THE PRESS-ENTERPRISE	0010131166		ST- LEGAL ADVERTISING	
				054169	210-6150-6160-2340-0000-000	524.40
					Total :	524.40
155239	3/31/2016	059602 THE STANDARD INSURANCE COMPANY	APRIL 16		VSP PLAN INSURANCE PREMIUMS	
					762-2015-000	1,781.40
					100-6030-6030-1150-0000-000	34.80
					Total :	1,816.20
155240	3/31/2016	060278 THOMAS L. HEDGE	12/02/2015		RISK- CLAIM EXPENSES	
					607-6040-8601-2290-0000-000	2,100.00
					Total :	2,100.00
155241	3/31/2016	093146 TIME WARNER CABLE	844840- MAR 16		COMM SVCS- CABLE SERVICES	
					100-6200-6217-2301-0000-000	51.31
					Total :	51.31
155242	3/31/2016	058001 TOMICH, MARK	04/01-04/05 16		DEV SVCS- PER DIEM (PLANNING CONF)	
					100-6300-6301-2280-0000-000	238.00

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Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
155242	3/31/2016	058001	058001 TOMICH, MARK	(Continued)		Total :	238.00
155243	3/31/2016	093539	TSR CONSTRUCTION & INPECTIONS	#1- CONDUCTOR		WW- CONDUCTOR REPLACEMENT PR.	
					016201	522-8200-8200-2350-0000-000	21,900.00
						Total :	21,900.00
155244	3/31/2016	092083	ULTRA PRINTING	11995		DEV SVCS- BUSINESS CARDS	
					054217	100-6300-6302-2301-0000-000	109.19
				12079		CM- BUSINESS CARDS	
					054217	100-6020-6020-2301-0000-000	48.06
						Total :	157.25
155245	3/31/2016	cbc0582	VEGA, BERNICE	00270995		CLOSING BILL CREDIT	
						520-2450-232	122.96
						Total :	122.96
155246	3/31/2016	093999	VERIZON BUSINESS SOLUTIONS	69719355		PD- T-1 LINE CHARGES	
					016043	100-6070-6071-2310-0000-000	1,034.07
						Total :	1,034.07
155247	3/31/2016	093406	VERIZON WIRELESS	9760714167		W- CELLULAR SERVICES	
					054219	521-8100-8101-2310-0000-000	473.42
				9760714169		WW- CELLULAR SERVICES	
					054219	522-8200-8200-2310-0000-000	1,326.33
						Total :	1,799.75
155248	3/31/2016	093660	VOHNE LICHE KENNELS, INC.	10769		PD- HANDLER & K-9 TRAINING	
					015456	100-6070-6071-1160-0000-000	175.00
						Total :	175.00
155249	3/31/2016	000159	W W GRAINGER, INC	9010381318		W- MAINTENANCE SUPPLIES	
					054221	521-8100-8101-2301-0000-000	217.89
				9021561999		WW- MAINTENANCE SUPPLIES	
					054221	522-8200-8200-2255-0000-000	931.49
				9032216658		WW- MAINTENANCE SUPPLIES	
					054221	522-8200-8200-2255-0000-000	531.30
				9032897960		W- MAINTENANCE SUPPLIES	
					054221	521-8100-8101-2301-0000-000	256.61

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155249	3/31/2016	000159 W W GRAINGER, INC	(Continued)			
			9039915815		W- MAINTENANCE SUPPLIES	
				054221	521-8100-8101-2301-0000-000	335.12
			9041066680		WW- MAINTENANCE SUPPLIES	
				054221	522-8200-8200-2255-0000-000	1,029.07
			9041066698		WW- MAINTENANCE SUPPLIES	
				054221	522-8200-8200-2255-0000-000	64.24
			9042491697		WW- MAINTENANCE SUPPLIES	
				054221	522-8200-8200-2255-0000-000	64.24
			9042491705		WW- MAINTENANCE SUPPLIES	
				054221	522-8200-8200-2255-0000-000	309.75
			9042876335		W- MAINTENANCE SUPPLIES	
				054221	521-8100-8101-2301-0000-000	426.39
			9046820909		W- MAINTENANCE SUPPLIES	
				054221	521-8100-8101-2301-0000-000	294.14
			9047863197		LLMD- MAINTENANCE SUPPLIES	
				054221	702-6150-6210-2301-0000-000	48.65
			9047863205		BM- MAINTENANCE SUPPLIES	
				054221	605-6150-6211-2250-6211-000	263.78
			9047863213		LLMD- MAINTENANCE SUPPLIES	
				054221	702-6150-6210-2301-0000-000	28.35
					Total :	**4,801.02**
155250	3/31/2016	002306 WILLDAN ENGINEERING	002-16358		DEV. SVCS- CRYSTAL RIDGE DEV. PRC	
				054227	762-2335-000	180.00
			002-16454		DEV. SVCS- CRYSTAL RIDGE DEV. PRC	
				054227	762-2335-000	180.00
					Total :	**360.00**
155251	3/31/2016	003646 WILLDAN FINANCIAL SERVICES	010-30307		CFD- CONTINUING DISCLOSURE	
					781-7400-7403-2350-0000-000	1,000.00
					Total :	**1,000.00**
155252	3/31/2016	059700 WILLIAMS, KENNETH MICHAEL	HEALTH CR- 3RD 2015		HR- RETIREE HEALTH CREDIT	
					100-6030-6030-1150-0000-000	1,592.10
					Total :	**1,592.10**

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Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amount
155253	3/31/2016	cbc0573 WILLIAMS, SHANAEL	00580260		CLOSING BILL CREDIT		
					520-2450-232		71.01
						Total :	71.01
155254	3/31/2016	045690 WIRZ & COMPANY PRINTING	85397		W- PROP 218 NOTICES		
				016202	521-8300-8300-2354-0000-000		974.00
					521-8300-8300-2354-0000-000		77.92
						Total :	1,051.92
155255	3/31/2016	cbc0566 ZAMORA, ERICA	00730817		CLOSING BILL CREDIT		
					520-2450-232		24.99
						Total :	24.99
155256	3/31/2016	cbc0563 ZARATE, ISAI	00760470		CLOSING BILL CREDIT		
					520-2450-232		87.66
						Total :	87.66
2717100	3/24/2016	042999 SO CALIF PUBLIC POWER AUTH, U S BANK A NGRP 0316			ELEC- COSTS & GAS SALES		
					520-8000-8006-2330-0555-400		48,192.00
						Total :	48,192.00
2720800	3/24/2016	042999 SO CALIF PUBLIC POWER AUTH, U S BANK A NGRP BARNETT 0316			ELEC- COSTS & GAS SALES		
					520-8000-8006-2330-0555-400		90,938.00
						Total :	90,938.00
2720900	3/24/2016	003753 SO CALIF PUBLIC POWER AUTH, BNY WESTE PV 0316			ELEC- POWER COSTS		
					526-8000-8037-2041-0930-030		16,097.65
					520-8000-8006-2330-0555-200		75,616.00
					520-8000-8001-2350-0923-000		329.67
					520-8000-8022-2350-0923-000		160.35
					526-8000-8035-2041-0930-020		3,691.77
					526-8000-8035-2041-0930-040		2,139.19
					526-8000-8038-2350-0923-000		3,250.00
						Total :	101,284.63
6501700	3/23/2016	092133 IBERDROLA RENEWABLES, ENERGY SERVIC	30563-CLTN		ELEC- WIND ENERGY DELIVERED		
					520-8000-8006-2330-0555-510		3,897.29

Bank code : boa

Voucher	Date	Vendor		Invoice	PO #	Description/Account		Amount
6501700	3/23/2016	092133	092133 IBERDROLA RENEWABLES, ENERGY SE (Continued)				Total :	3,897.29
6505500	3/24/2016	003111	SO CALIF PUBLIC POWER AUTH	MAG F 0216		ELEC- POWER COSTS		
						520-8000-8006-2330-0555-400		27,360.00
							Total :	27,360.00
9425000	3/24/2016	009994	SHELL ENERGY NORTH AMERICA	02.2016 T+13		ELEC- FIRM POWER, ISO FEES		
						520-8000-8006-2330-5550-000		17,200.00
						520-8000-8006-2330-0555-600		421,370.97
						520-8000-8006-2330-0555-800		20,962.44
							Total :	459,533.41
9425300	3/24/2016	009994	SHELL ENERGY NORTH AMERICA	05.2015 RERUN T9M		ELEC- FIRM POWER, ISO FEES		
						520-8000-8006-2330-0555-600		749.19
						520-8000-8006-2330-0555-800		587.92
							Total :	1,337.11
67770500	3/22/2016	000214	PERS-PAYROLL REPORT	03/17/16- 68		RETIREMENT CONTRIBUTION		
						762-2080-000		119,375.77
							Total :	119,375.77
67770600	3/22/2016	000214	PERS-PAYROLL REPORT	03/17/16- 69		RETIREMENT CONTRIBUTION		
						762-2080-000		27,704.54
							Total :	27,704.54
67770700	3/22/2016	000214	PERS-PAYROLL REPORT	03/17/16- 70		RETIREMENT CONTRIBUTION		
						762-2080-000		38,223.75
							Total :	38,223.75
67770800	3/22/2016	000214	PERS-PAYROLL REPORT	03/17/16- 25056		RETIREMENT CONTRIBUTION		
						762-2080-000		4,444.36
							Total :	4,444.36
67770900	3/22/2016	000214	PERS-PAYROLL REPORT	03/17/16- 25057		RETIREMENT CONTRIBUTION		
						762-2080-000		6,052.12
							Total :	6,052.12
67771000	3/22/2016	000214	PERS-PAYROLL REPORT	03/17/16- 26038		RETIREMENT CONTRIBUTION		

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
67771000	3/22/2016	000214 PERS-PAYROLL REPORT	(Continued)			
					762-2080-000	23,290.44
					Total :	**23,290.44**
67771100	3/22/2016	000214 PERS-PAYROLL REPORT	03/17/16- 15025		RETIREMENT CONTRIBUTION	
					762-2080-000	1,693.23
					Total :	**1,693.23**
67771200	3/22/2016	000214 PERS-PAYROLL REPORT	03/17/16- 15026		RETIREMENT CONTRIBUTION	
					762-2080-000	5,597.49
					Total :	**5,597.49**

159 Vouchers for bank code : boa **Bank total : 1,667,705.31**

159 Vouchers in this report **Total vouchers : 1,667,705.31**

Anita Agramonte
Finance Director

Aurelio De La Torre
City Treasurer

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155257	4/7/2016	000788 A T & T	2654502219		ELEC- FRAME CIRCUIT CHARGES	
				015670	520-8000-8009-2225-0548-000	445.44
					Total :	**445.44**
155258	4/7/2016	060279 AAKER, DANE	REBATE- A/C TUNE UP		PUBLIC BEN- A/C TUNE UP REBATE	
					526-8000-8035-2041-0930-010	60.00
					Total :	**60.00**
155259	4/7/2016	058493 AETNA	AT0066- MAY 16		RETIREE HEALTH PREMIUMS	
					100-6030-6030-1150-0000-000	1,426.93
					Total :	**1,426.93**
155260	4/7/2016	048088 AETNA, INC	H2066341		RETIREE HEALTH PREMIUMS	
					100-6030-6030-1150-0000-000	13,179.18
			H2066343		HEALTH PREMIUMS (ACTIVE)	
					762-2020-000	96,365.23
			H2066344		RETIREE HEALTH PREMIUMS	
					100-6030-6030-1150-0000-000	52,220.05
					Total :	**161,764.46**
155261	4/7/2016	059697 AGRAMONTE, GEORGIANA	03/22/16		FIN- REGIS/MILEAGE- IEFD WORKSHOP	
					100-6040-6041-2280-0000-000	143.13
					Total :	**143.13**
155262	4/7/2016	000289 AIRGAS USA, LLC	9048537926		AUTO- COMPRESSED GAS	
				016224	608-6150-8700-2301-0000-000	215.16
					608-6150-8700-2301-0000-000	17.75
					Total :	**232.91**
155263	4/7/2016	058945 ALBA, CARLOS	03/26/15		COMM SVCS- DJ SERVICES	
					100-6200-6214-2350-0000-000	125.00
					Total :	**125.00**
155264	4/7/2016	093061 ALL STAR PEST ELIMINATION	01-201511		BM- PEST ELIMINATION SVC	
				015827	605-6150-6211-2350-0000-000	867.30
			01-201512		BM- PEST ELIMINATION SVC	

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155264	4/7/2016	093061 ALL STAR PEST ELIMINATION	(Continued)			
				015827	605-6150-6211-2350-0000-000	867.30
					Total :	1,734.60
155265	4/7/2016	026370 ALLSTAR FIRE EQUIPMENT INC	121996		FIRE- SAFETY GEAR	
				015433	100-6090-6091-1180-0000-000	1,020.16
			188015		FIRE- SAFETY GEAR	
				015433	100-6090-6091-1180-0000-000	135.00
					Total :	1,155.16
155266	4/7/2016	044956 ANGELICA HEALTHCARE SERVICES	1400533058		FIRE- LINEN SUPPLIES	
				015432	100-6090-6091-2301-0000-000	38.82
			1400533832		FIRE- LINEN SUPPLIES	
				015432	100-6090-6091-2301-0000-000	38.82
			1400534610		FIRE- LINEN SUPPLIES	
				015432	100-6090-6091-2301-0000-000	38.82
			1400535377		FIRE- LINEN SUPPILES	
				015432	100-6090-6091-2301-0000-000	38.82
					Total :	155.28
155267	4/7/2016	093989 ANIXTER POWER SOLUTIONS INC.	3159947-00		ELEC- WRAP TIES FOR T&D TRAINING	
				016256	520-8000-8004-1160-0926-000	90.15
					520-8000-8004-1160-0926-000	6.49
					Total :	96.64
155268	4/7/2016	060285 ANZAIDUA, ALYSSA	2007589.015		COMM SVCS- REFUND CLASS FEE	
					100-6750-000	64.00
					Total :	64.00
155269	4/7/2016	038156 AON RISK INSURANCE SVCS WEST	8700000470936		RISK- ENDORSEMENT- GROUP ACCIDENT	
					607-6040-8601-2290-0000-000	130.00
					Total :	130.00
155270	4/7/2016	046028 AT & T	3703596-0316		PD- TELEPHONE SERVICES	
				054153	100-6070-6071-2310-0000-000	18.16
			3813148-0316		FIRE- TELEPHONE SERVICES	
				054153	100-6090-6091-2310-0000-000	90.93

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155270	4/7/2016	046028 AT & T	(Continued)			
			4221867-0316		COMM SVCS- TELEPHONE SERVICE	
				054153	100-6200-6250-2310-0000-000	18.16
			4339720-0216		PW- TELEPHONE SERVICES	
				054153	100-6150-6151-2300-0000-000	18.07
			5141132- 0316		PD- TELEPHONE SERVICES	
				054153	100-6070-6071-2310-0000-000	329.66
			5141675-0216		PW- TELEPHONE SERVICES	
				054153	100-6150-6151-2300-0000-000	18.07
			7833573-0316		COMM SVCS- TELEPHONE SERVICES	
				054153	100-6200-6250-2310-0000-000	18.16
			8243247-0316		PD- TELEPHONE SERVICES	
				054153	100-6070-6071-2310-0000-000	67.00
			8720941-0216		PW- TELEPHONE SERVICES	
				054153	100-6150-6151-2300-0000-000	18.15
			8798315-0316		COMM SVCS- TELEPHONE SERVICES	
				054153	100-6200-6250-2310-0000-000	18.16
					Total :	**614.52**
155271	4/7/2016	092211 AT & T SOLUTIONS	5559131306		ELEC- SERVICE FOR WAN MODEMS	
				015612	520-8000-8009-2225-0548-000	199.32
			5563231308		ELEC- SERVICE FOR WAN MODEMS	
				015612	520-8000-8001-2310-0930-200	148.00
					Total :	**347.32**
155272	4/7/2016	000205 AT&T	2710100-0316		PD- TELEPHONES SERVICES	
				054152	100-6070-6071-2310-0000-000	33.29
			2710101-0316		PD- TELEPHONES SERVICES	
				054152	100-6070-6071-2310-0000-000	33.29
					Total :	**66.58**
155273	4/7/2016	093492 BATTERY SYSTEMS INC.	3427782		AUTOMOTIVE BATTERIES	
				016222	608-6150-8700-2210-6160-000	280.68
					608-6150-8700-2210-6160-000	22.45
					Total :	**303.13**
155274	4/7/2016	092506 BAY CITY ELECTRIC WORKS,INC	W146376		FIRE- GENERATOR MAINTENANCE	

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155274	4/7/2016	092506 BAY CITY ELECTRIC WORKS,INC	(Continued)			
				016279	100-6090-6091-2240-0000-000	482.34
			W151713		FIRE- GENERATOR MAINTENANCE	
				016279	100-6090-6091-2240-0000-000	304.00
					Total :	**786.34**
155275	4/7/2016	001527 BEST BEST & KRIEGER	768263		RISK- CLAIM EXPENSES	
					607-6040-8601-2290-0000-000	692.64
					Total :	**692.64**
155276	4/7/2016	046228 BIG MIKE'S ROOTER & PLUMBING	46938		BM- PLUMBING SERVICES	
				016121	605-6150-6211-2350-0000-000	147.50
					Total :	**147.50**
155277	4/7/2016	033590 BIO-TOX LABORATORIES	31805		PD- LAB ANALYSIS	
				015557	100-6070-6071-2350-0000-000	1,361.00
					Total :	**1,361.00**
155278	4/7/2016	093975 BLACK, ROBERT DOUGLAS	MARCH 16		COMM SVCS- CONTRACT INSTRUCTOI	
				015766	100-6200-6202-2350-0000-000	33.60
					Total :	**33.60**
155279	4/7/2016	059913 BOWLER, DARYL	REBATE- DISHWASHER		WATER CONSERVATION REBATE	
					521-8100-8110-2041-0000-000	91.28
					Total :	**91.28**
155280	4/7/2016	060286 BRADFORD, TINIKA	00770325		CLOSING BILL CREDIT	
					520-2450-232	280.52
					Total :	**280.52**
155281	4/7/2016	093948 BRAUN BLAISING MCLAUGHLIN &	16002		ELEC- LEGAL SERVICES	
				015814	520-8000-8001-2350-0923-000	1,079.60
					Total :	**1,079.60**
155282	4/7/2016	049687 CALIFORNIA-NEVADA J.A.T.C.	1966		ELEC- TUITION- 1ST YEAR APPRENTIC	
					520-8000-8004-1161-0926-000	3,500.00
					Total :	**3,500.00**

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155283	4/7/2016	093964 CARQUEST OF COLTON	14921-16103		INV- AUTOMOTIVE SUPPLIES	
				016277	100-1510-000	232.74
					100-1510-000	18.84
					Total :	**251.58**
155284	4/7/2016	043552 CHARLES E THOMAS COMPANY	78438		AUTO- LABOR- VAPOR RECOVERY	
				016213	608-6150-8700-2301-0000-000	500.00
			79026		AUTO- REPAIR PARTS FOR PUMPS	
				016214	608-6150-8700-2301-0000-000	656.11
					608-6150-8700-2301-0000-000	52.49
				016214	608-6150-8700-2301-0000-000	175.00
					Total :	**1,383.60**
155285	4/7/2016	001005 CITY OF COLTON	CK# 313036-313187		RISK- WORKERS COMP CLAIMS	
					607-1110-000	94,295.34
					Total :	**94,295.34**
155286	4/7/2016	040861 CITY OF POMONA	04/11/16-04/14/16		PD- TUITION- RADAR/LIDAR OPERATOR	
					100-6070-6071-1160-0000-000	240.00
					Total :	**240.00**
155287	4/7/2016	000287 CITY OF SAN BERNARDINO	2016-80000031		PD- IRC CAMPAIGN RIBBONS	
					100-6070-6071-2300-0000-000	33.56
					Total :	**33.56**
155288	4/7/2016	046237 COAST FITNESS REPAIR SHOP	62859		COMM SVCS- SERVICE ON GYM EQUIP	
				016137	100-6200-6208-2350-0000-000	300.00
					Total :	**300.00**
155289	4/7/2016	093326 COGGS STUCKEY, HARRIETTE	MARCH 16		COMM SVCS- CONTRACT INSTRUCTOR	
				016031	100-6200-6202-2350-0000-000	154.00
					Total :	**154.00**
155290	4/7/2016	093439 COMMERCIAL DOOR METAL SYSTEMS	44642		ELEC- METAL DOORS	
				015503	520-8000-8009-2225-0548-000	1,381.70
					Total :	**1,381.70**
155291	4/7/2016	003952 DAILY JOURNAL CORP	B2845810		DEV SVCS- LEGEL PUBLICATIONS	

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155291	4/7/2016	003952 DAILY JOURNAL CORP	(Continued)			
					100-6300-6301-2340-0000-000	292.60
					Total :	**292.60**
155292	4/7/2016	002720 DANIELS TIRE SERVICE	230091807		INV- TIRES	
				016251	100-1510-000	876.33
					100-1510-000	82.36
			230092010		INV- TIRES	
				016251	100-1510-000	125.19
					100-1510-000	11.77
					Total :	**1,095.65**
155293	4/7/2016	094004 DAVE HENRY TRUCKING	748915		WW- DIRT FILL FOR TREATMENT PLAN	
				016074	522-8200-8200-2255-0000-000	5,436.00
					Total :	**5,436.00**
155294	4/7/2016	060281 DELGADO, MARTHA	1069700.015		COMM SVCS- REFUND CLASS FEE	
					100-6756-000	48.00
					Total :	**48.00**
155295	4/7/2016	060284 DELGADO, SYLVIA	REBATE- WINDOWS		PUBLIC BEN- ENERGY EFFICIENT REB	
					526-8000-8035-2041-0930-010	941.58
					Total :	**941.58**
155296	4/7/2016	093982 DENALI WATER SOLUTIONS LLC	0011023-IN		WW- HAULING & DISPOSAL SERVICES	
				015831	522-8200-8200-2350-0000-000	56,666.14
			0011025-IN		WW- HAULING & DISPOSAL SERVICES	
				015831	522-8200-8200-2350-0000-000	64,053.31
					Total :	**120,719.45**
155297	4/7/2016	093981 DRIFTWOOD DAIRY INC.	4648477		COMM SVCS- MILK- SNACK PROGRAM	
				015828	100-6200-6215-2301-0000-000	79.62
					Total :	**79.62**
155298	4/7/2016	060282 ESTRADA, LEO	REBATE- FRIDGE		PUBLIC BEN- ENERGY EFFICIENCY RE	
					526-8000-8035-2041-0930-010	75.00
					Total :	**75.00**

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155299	4/7/2016	015957 FAIRVIEW FORD SALES, INC	C15309		AUTOMOTIVE PARTS	
				054170	608-6150-8700-2210-6071-000	101.20
					Total :	**101.20**
155300	4/7/2016	041573 FLORES, ADELFA	EXC MED 15/16		COUNCIL- MEDICAL EXPENSE REIMB.	
					100-6000-6000-1100-0000-000	449.98
					Total :	**449.98**
155301	4/7/2016	093928 FLYERS ENERGY, LLC	16-212613		WW- FUEL, DIESEL, AND LUBRICANTS	
				054201	522-8200-8200-2255-0000-000	3,035.86
			16-225649		FIRE- DIESEL FUEL	
				054201	100-6090-6091-2210-0000-000	809.52
			16-229218		FIRE- DIESEL FUEL	
				054201	100-6090-6091-2210-0000-000	249.21
			16-232970		FIRE- DIESEL FUEL	
				054201	100-6090-6091-2210-0000-000	481.99
					Total :	**4,576.58**
155302	4/7/2016	092134 FOX OCCUPATIONAL MEDICAL CENTE	5100-67863		D.O.T. PHYSICALS (VARIOUS DEPTS)	
				054172	520-8000-8003-1161-0926-000	35.00
				054172	210-6150-6160-2350-0000-000	35.00
				054172	522-8200-8200-2350-0000-000	35.00
					Total :	**105.00**
155303	4/7/2016	017955 GALLS, LLC	BC0227638		FIRE- UNIFORM (R. STESLICKI)	
				054173	100-6090-6091-1170-0000-000	215.99
			BC0234302		FIRE- UNIFORM (S. SANDS)	
				054173	100-6090-6091-1170-0000-000	269.99
			BC0234814		FIRE- UNIFORM (J. NOVAK)	
				054173	100-6090-6091-1170-0000-000	215.99
			BC0238955		FIRE- UNIFORM (J. WEEMS)	
				054173	100-6090-6091-1170-0000-000	215.99
			BC0249848		FIRE- UNIFORM (R. BRUNO)	
				054173	100-6090-6091-1170-0000-000	230.78
			BC0251547		FIRE- UNIFORM (J. ENGLE)	
				054173	100-6090-6091-1170-0000-000	273.97
			BC0251548		FIRE- UNIFORM (J. ENGLE)	

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155303	4/7/2016	017955 GALLS, LLC	(Continued)			
				054173	100-6090-6091-1170-0000-000	215.99
			BC0255815		FIRE- UNIFORM (T. DEBELLIS)	
				054173	100-6090-6091-1170-0000-000	263.07
					Total :	1,901.77
155304	4/7/2016	093573 GARDA CL WEST, INC.	10194415		TREASURER- CASH TRANSPORT SERVICE	
				015411	100-6060-6060-2350-0000-000	462.50
					Total :	462.50
155305	4/7/2016	000230 GAS COMPANY	057-321-7100-3-0216		BM- GAS SERVICES	
				054174	605-6150-6211-2320-0000-000	7.50
			059-421-7122-3-0216		BM- GAS SERVICES	
				054174	605-6150-6211-2320-0000-000	102.91
			059-421-7122-3-0316		BM- GAS SERVICES	
				054174	605-6150-6211-2320-0000-000	63.52
			061-521-7100-2-0316		BM- GAS SERVICES	
				054174	605-6150-6211-2320-0000-000	61.47
			063-621-7100-8-0216		BM- GAS SERVICES	
				054174	605-6150-6211-2320-0000-000	61.27
			063-621-7100-8-0316		BM- GAS SERVICES	
				054174	605-6150-6211-2320-0000-000	51.48
			116-145-3943-2-0316		BM- GAS SERVICES	
				054174	605-6150-6211-2320-0000-000	38.97
					Total :	387.12
155306	4/7/2016	000157 GENUINE AUTO PARTS	144075		FIRE- AUTOMOTIVE PARTS	
				054176	100-6090-6091-2210-0000-000	22.22
					Total :	22.22
155307	4/7/2016	093069 GLOBALSTAR USA	1.7199373		FIRE- SATELLITE PHONES	
				015535	100-6090-6094-2310-0000-000	404.18
					Total :	404.18
155308	4/7/2016	092564 GORM INC.	233894		INV- JANITORIAL SUPPLIES	
				016244	100-1500-000	2,523.58
					100-1500-000	201.89

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155308	4/7/2016	092564 092564 GORM INC.	(Continued)		Total :	2,725.47
155309	4/7/2016	093598 GRISWOLD INDUSTRIES	687618		W- MAINTENANCE & INSTALLATION SVC	
				015992	521-8100-8101-2350-0000-000	4,411.87
					Total :	4,411.87
155310	4/7/2016	059227 GUZMAN-GONZALEZ, YVONNE	02/25-26 15		HR- PARKING/MILEAGE (DWC CONF)	
					100-6030-6030-2280-0000-000	180.93
					Total :	180.93
155311	4/7/2016	092270 HAAKER EQUIPMENT COMPANY	C19605		STORM W- STREET SWEEPER PARTS	
				015758	722-6150-8215-2301-0000-000	1,043.48
			C20162		STORM W- STREET SWEEPER PARTS	
				015758	722-6150-8215-2301-0000-000	67.69
					Total :	1,111.17
155312	4/7/2016	059743 HANNA, JASON	04/18/16-04/29/16		PD- PER DIEM (FIELD EVIDENCE TECH)	
					100-6070-6071-1160-0000-000	502.00
					Total :	502.00
155313	4/7/2016	092610 HD SUPPLY WATERWORKS	F236570		W. INV- HARDWARE SUPPLIES	
				016243	521-1500-000	440.94
					521-1500-000	35.28
			F266025		W. INV- FIRE HYDRANTS	
				016268	521-1500-000	4,860.40
					521-1500-000	388.84
					Total :	5,725.46
155314	4/7/2016	048036 HEDGE, LINDA	REBATE- A/C UPGRADE		PUBLIC BEN- A/C UPGRADE REBATE	
					526-8000-8035-2041-0930-010	1,000.00
					Total :	1,000.00
155315	4/7/2016	058398 HERNANDEZ, LEONARD	05/07/16		COMM SVCS- ENTERTAINMENT FOR DANCE	
					100-6200-6212-2350-0000-000	550.00
					Total :	550.00
155316	4/7/2016	044960 HERTZ EQUIPMENT RENTAL	28250154.006		W- EQUIPMENT RENTALS	
				015740	521-8100-8101-2420-0000-000	912.60

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155316	4/7/2016	044960 HERTZ EQUIPMENT RENTAL	(Continued)			
			28250154-004		W- EQUIPMENT RENTALS	
				015740	521-8100-8101-2420-0000-000	912.60
			28250154-005		W- EQUIPMENT RENTALS	
				015740	521-8100-8101-2420-0000-000	912.60
			28250154-007		W- EQUIPMENT RENTALS	
				015740	521-8100-8101-2420-0000-000	356.40
			28399806-001		W- EQUIPMENT RENTALS	
				015740	521-8100-8101-2420-0000-000	72.90
			28410231-001		W- EQUIPMENT RENTALS	
				015740	521-8100-8101-2420-0000-000	347.76
					Total :	**3,514.86**
155317	4/7/2016	094010 HIRSCH PIPE & SUPPLY CO. INC.	4677955		BM- PLUMBING MATERIAL	
				016167	605-6150-6211-2250-6211-000	105.74
			4680149		BM- PLUMBING MATERIAL	
				016167	605-6150-6211-2250-6211-000	173.12
					Total :	**278.86**
155318	4/7/2016	025906 HOME DEPOT	1045700		ELEC- HARDWARE SUPPLIES	
				015509	520-8000-8009-2225-0548-000	203.41
			4590738		ELEC- HARDWARE SUPPLIES	
				015509	520-8000-8009-2225-0548-000	178.68
			6016352		ELEC- HARDWARE SUPPLIES	
				015509	520-8000-8009-2225-0548-000	68.66
			6590620		ELEC- HARDWARE SUPPLIES	
				015509	520-8000-8009-2225-0548-000	151.25
			6591118		ELEC- HARDWARE SUPPLIES	
				015509	520-8000-8009-2225-0548-000	142.67
					Total :	**744.67**
155319	4/7/2016	025906 HOME DEPOT	0035045		BM- HARDWARE SUPPLIES	
				054183	605-6150-6211-2250-0000-000	6.40
					Total :	**6.40**
155320	4/7/2016	059026 HORNE INVESTIGATIONS	12127		HR- PERSONNEL INVESTIGATION	
					100-6030-6030-2350-0000-000	1,725.02

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155320	4/7/2016	059026 059026 HORNE INVESTIGATIONS	(Continued)		Total :	1,725.02
155321	4/7/2016	000372 HOUR GLASS & MIRROR INC.	31738		BM- GLASS REPAIRS	
				054186	605-6150-6211-2250-6212-000	120.00
			31754		BM- GLASS REPAIRS	
				054186	605-6150-6211-2250-6212-000	303.00
					Total :	423.00
155322	4/7/2016	016765 HYDRO SCAPE	9528882-00		INV- LANDSCAPING SUPPLIES	
				016212	100-1500-000	725.23
					100-1500-000	58.02
					Total :	783.25
155323	4/7/2016	014247 INLAND OVERHEAD DOOR CO	39862		BM- OVERHEAD DOOR MAINTENANCE	
				016135	605-6150-6211-2250-6091-000	325.50
					Total :	325.50
155324	4/7/2016	000276 INLAND WATER WORKS SUPPLY	281932		W- PIPE SUPPLIES	
				054189	521-8100-8101-2301-0000-000	79.02
			282260		W- PIPE SUPPLIES	
				054189	521-8100-8101-2301-0000-000	41.14
			282261		W- PIPE SUPPLIES	
				054189	521-8100-8101-2301-0000-000	84.44
			282320		W- PIPE SUPPLIES	
				054189	521-8100-8101-2301-0000-000	184.03
			282417		W- PIPE SUPPLIES	
				054189	521-8100-8101-2301-0000-000	95.26
			282446		W- PIPE SUPPLIES	
				054189	521-8100-8101-2301-0000-000	799.97
					Total :	1,283.86
155325	4/7/2016	000392 JOHNSON MACHINERY & TRACTOR CO	PC001374464		ST- HARDWARE SUPPLIES	
				016221	210-6150-6160-2301-0000-000	408.54
					Total :	408.54
155326	4/7/2016	cbc0567 KALAUS, DAVID	00260125		CLOSING BILL CREDIT	
					520-2450-232	111.11

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155326	4/7/2016	cbc0567 cbc0567 KALAUS, DAVID	(Continued)		Total :	111.11
155327	4/7/2016	003325 KOAHOU, ALAN	HEALTH CR 1ST-2016		HR- RETIREE HEALTH CREDIT	
					100-6030-6030-1150-0000-000	3,532.20
					Total :	**3,532.20**
155328	4/7/2016	093996 LAMAR TRANSIT, LLC	111111		ELEC- BUS SHELTER ADVERTISING	
				016207	520-8000-8005-2341-0930-200	8,100.00
					Total :	**8,100.00**
155329	4/7/2016	093878 LKQ/KEYSTONE AUTOMOTIVE INDUST	72321662		AUTOMOTIVE SUPPLIES	
				016219	608-6150-8700-2210-8000-000	50.00
					608-6150-8700-2210-8000-000	4.00
			72334964		AUTOMOTIVE REPAIRS	
				016220	608-6150-8700-2210-6071-000	185.00
					608-6150-8700-2210-6071-000	14.80
					Total :	**253.80**
155330	4/7/2016	060288 LOPEZ, LAURA	REBATE- TURF		WATER CONSERVATION REBATE	
					521-8100-8110-2041-0000-000	800.00
					Total :	**800.00**
155331	4/7/2016	058181 MARTINEZ, RAY	00892995-2016		C/S- LEVEL PAY PLAN REFUND	
					520-2450-232	318.24
					Total :	**318.24**
155332	4/7/2016	093033 MAYON, LLC	03/23/16-04/07/16		FIN- PROF ACCOUNTING SERVICE	
					100-6040-6041-2350-0000-000	1,875.00
					Total :	**1,875.00**
155333	4/7/2016	041081 MISSION LINEN SUPPLY & UNIFORM	501989706		PD- TOWEL RENTAL SERVICES	
				054197	100-6070-6071-2350-0000-000	144.24
			5019999802		PURCH- UNIFORM RENTAL SERVICES	
				054197	100-6040-6043-1170-0000-000	31.31
			502035296		PD- TOWEL RENTAL SERVICES	
				054197	100-6070-6071-2350-0000-000	144.24
			502045438		PURCH- UNIFORM RENTAL SERVICES	
				054197	100-6040-6043-1170-0000-000	34.47

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155333	4/7/2016	041081 MISSION LINEN SUPPLY & UNIFORM	(Continued)			
			502081127		PD- TOWEL RENTAL SERVICES	
				054197	100-6070-6071-2350-0000-000	144.24
			502090704		PURCH- UNIFORM RENTAL SERVICES	
				054197	100-6040-6043-1170-0000-000	31.31
			5021373800		PURCH- UNIFORM RENTAL SERVICES	
				054197	100-6040-6043-1170-0000-000	31.31
			502173258		BM- MAT RENTAL	
				054197	605-6150-6211-2250-0000-000	45.69
			502181939		PURCH- UNIFORM RENTAL SERVICES	
				054197	100-6040-6043-1170-0000-000	31.31
					Total :	**638.12**
155334	4/7/2016	093994 MONTROSE ENVIRONMENTAL CORP.	109477		ELEC- ENVIRONMENTAL CONSULTING	
				016008	520-8000-8003-2350-0923-000	1,397.50
			109478		ELEC- SCAQMD EMMISSIONS REPORT	
				016048	520-8000-8009-2225-0548-000	1,363.92
					Total :	**2,761.42**
155335	4/7/2016	092651 MOSS BROS DODGE	A1CS962893		AUTOMOTIVE REPAIRS	
				016237	608-6150-8700-2210-6071-000	432.62
					608-6150-8700-2210-6071-000	9.42
			A1CS968249		AUTOMOTIVE REPAIRS	
				016237	608-6150-8700-2210-6071-000	881.25
					608-6150-8700-2210-6071-000	70.50
			A1CS975265		AUTOMOTIVE REPAIRS	
				016239	608-6150-8700-2210-6071-000	129.95
					Total :	**1,523.74**
155336	4/7/2016	093924 NINA MEZA GERMAN	MARCH 16		COMM SVCS- CONTRACT INSTRUCTOI	
				015730	100-6200-6202-2350-0000-000	220.50
					Total :	**220.50**
155337	4/7/2016	045033 OFFICE DEPOT	828975471001		PD- OFFICE SUPPLIES	
				054199	100-6070-6071-2300-0000-000	129.62
					100-6070-6071-2300-0000-000	10.37
			828975569001		PD- OFFICE SUPPLIES	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155337	4/7/2016	045033 OFFICE DEPOT	(Continued)			
				054199	100-6070-6071-2300-0000-000	27.59
					100-6070-6071-2300-0000-000	2.21
			828975570001		PD- OFFICE SUPPLIES	
				054199	100-6070-6071-2300-0000-000	8.79
					100-6070-6071-2300-0000-000	0.70
			829047823001		FIRE- OFFICE SUPPLIES	
				054199	100-6090-6092-2300-0000-000	38.06
			829047914001		FIRE- OFFICE SUPPLIES	
				054199	100-6090-6092-2300-0000-000	19.84
			829672879001		FIRE- OFFICE SUPPLIES	
				054199	100-6090-6092-2300-0000-000	66.42
			829673076002		FIRE- OFFICE SUPPLIES	
				054199	100-6090-6092-2300-0000-000	4.53
			829673077001		FIRE- OFFICE SUPPLIES	
				054199	100-6090-6092-2300-0000-000	3.45
			829675336001		FIRE- OFFICE SUPPLIES	
				054199	100-6090-6092-2300-0000-000	118.20
			830097551001		PD- OFFICE SUPPLIES	
				054199	100-6070-6071-2300-0000-000	52.91
					100-6070-6071-2300-0000-000	4.23
			830097552001		PD- OFFICE SUPPLIES	
				054199	100-6070-6071-2300-0000-000	99.48
					100-6070-6071-2300-0000-000	5.56
			830220848001		ELEC- OFFICE SUPPLIES	
				054199	520-8000-8002-2301-0921-000	272.12
				054199	520-8000-8001-2300-0921-000	8.15
			830221296001		ELEC- OFFICE SUPPLIES	
				054199	520-8000-8001-2300-0921-000	302.39
			830445270001		FIRE- OFFICE SUPPLIES	
				054199	100-6090-6092-2300-0000-000	10.79
			830491299001		FIN- OFFICE SUPPLIES	
				054199	100-6040-6041-2300-0000-000	54.13
			830714274001		FIRE- OFFICE SUPPLIES	
				054199	100-6090-6092-2300-0000-000	43.68
			830714333001		FIRE- OFFICE SUPPLIES	
				054199	100-6090-6092-2300-0000-000	14.49

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155337	4/7/2016	045033 OFFICE DEPOT	(Continued)			
			830843301001		OFFICE SUPPLIES	
				054199	100-6070-6071-2300-0000-000	33.49
					100-6070-6071-2300-0000-000	2.68
			832919204001		FIRE- OFFICE SUPPLIES	
				054199	100-6090-6092-2300-0000-000	55.38
					Total :	**1,389.26**
155338	4/7/2016	058502 ONTIVEROS, FRED	00751270-2016		C/S- LEVEL PAY PLAN REFUND	
					520-2450-232	166.65
					Total :	**166.65**
155339	4/7/2016	093851 OPEN AUTOMATION DESIGN, LLC	16-022		ELEC- MAINTENANCE AGREEMENT (RI	
				016252	520-8000-8009-2225-0548-000	6,000.00
					Total :	**6,000.00**
155340	4/7/2016	045075 ORIGINAL MOWBRAY'S TREE	16690		PW- TREE TRIMMING SERVICES	
				016234	100-6150-6160-2350-0000-000	9,072.00
			16770		ELEC- TRIMMING-LINE CLEARANCE	
				012560	520-8000-8004-2350-0923-000	8,064.00
					Total :	**17,136.00**
155341	4/7/2016	093839 P & P UNIFORMS	403579/4		FIRE- UNIFORM (B. HUMPHREY)	
				054200	100-6090-6091-1170-0000-000	269.99
					Total :	**269.99**
155342	4/7/2016	003244 PARKHOUSE TIRE, INC	2010457104		FIRE- TIRES	
				015438	100-6090-6091-2210-0000-000	3,154.12
			2010458759		FIRE- TIRES	
				015438	100-6090-6091-2210-0000-000	972.80
					Total :	**4,126.92**
155343	4/7/2016	092751 PERFORMANCE CONSTRUCTION & PAI	5341-2		BM- OFFICE REMODELING ANNEX PRJ	
					605-6150-6211-2250-6211-000	900.00
					Total :	**900.00**
155344	4/7/2016	093915 PRECISION SURVEY SUPPLY, LLC	05/02/16-05/06/16		PD- TUTION- 5 DAY TOTAL STATION	
					100-6070-6071-1160-0000-000	1,000.00

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Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
155344	4/7/2016	093915	093915 PRECISION SURVEY SUPPLY, LLC (Continued)			Total :	1,000.00
155345	4/7/2016	093499	PROFORMA EXPRESS GRAPHICS	9015601128		DEV SVCS- ENVELOPES	
					054202	100-6300-6301-2300-0000-000	313.74
						Total :	313.74
155346	4/7/2016	014316	PRUDENTIAL OVERALL SUPPLY	22219217		ELEC- UNIFORM RENTAL SERVICES	
					054229	520-8000-8009-2225-0548-000	84.55
				22220615		ELEC- UNIFORM RENTAL SERVICES	
					054229	520-8000-8004-1170-0926-000	244.80
					054229	520-8000-8002-2301-0921-000	25.30
				22220616		ELEC- UNIFORM RENTAL SERVICES	
					054229	520-8000-8003-1170-0926-000	102.70
						Total :	457.35
155347	4/7/2016	048047	QUIROGA, CARMEN	1070273.015		REFUND CLEANING DEPOSIT	
						100-6747-000	100.00
						Total :	100.00
155348	4/7/2016	038079	REPUBLIC SERVICES	JAN 16		SOLID WASTE- DISPOSAL SERVICES	
						523-6150-6163-2350-0000-000	230,212.30
						100-6805-000	-8,777.33
						100-6779-000	-4,848.11
						523-6150-6163-2350-0000-000	60,525.66
						100-5307-000	-47,885.10
						Total :	229,227.42
155349	4/7/2016	060287	REYNOLDS, NICOLE	03/14/16		PD- PER DIEM (ACTIVE SHOOTER)	
						100-6070-6071-1160-0000-000	24.87
						Total :	24.87
155350	4/7/2016	093905	RIGHT OF WAY INC.	21079		ST- TRAFFIC CONTROL MATERIAL	
					015583	210-6150-6160-2301-0000-000	952.01
						Total :	952.01
155351	4/7/2016	093865	ROW TRAFFIC SAFETY, INC.	14700		INV- SAFETY CONES	
					016181	100-1500-000	906.50
						100-1500-000	72.52

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155351	4/7/2016	093865 093865 ROW TRAFFIC SAFETY, INC.	(Continued)		Total :	979.02
155352	4/7/2016	016258 ROYAL WHOLESALE ELECTRIC	6441-497407		WW- ELECTRICAL SUPPLIES	
				015702	522-8200-8200-2255-0000-000	552.15
			6441-497408		WW- ELECTRICAL SUPPLIES	
				015702	522-8200-8200-2255-0000-000	552.15
			6441-497409		WW- ELECTRICAL SUPPLIES	
				015702	522-8200-8200-2301-0000-000	44.67
				015702	522-8200-8200-2255-0000-000	507.48
			6441-497410		WW- ELECTRICAL SUPPLIES	
				015702	522-8200-8200-2301-0000-000	552.15
			6441-499220		BM- ELECTRICAL SUPPLIES	
				015489	605-6150-6211-2250-6211-000	37.42
			6441-499950		WW- ELECTRICAL SUPPLIES	
				015702	522-8200-8200-2255-0000-000	37.80
			6441-500391		BM- ELECTRICAL SUPPLIES	
				015489	605-6150-6211-2250-6211-000	39.87
			6441-500805		BM- ELECTRICAL SUPPLIES	
				015489	605-6150-6211-2250-6211-000	42.76
			6903-476275		WW- ELECTRICAL SUPPLIES	
				015702	522-8200-8200-2255-0000-000	359.11
					Total :	**2,725.56**
155353	4/7/2016	093926 RRM DESIGN GROUP	0017-01-0216		DEV SVCS- DOWNTOWN DEV. CODE	
				015047	225-6300-6305-2350-0000-000	20,052.50
					Total :	**20,052.50**
155354	4/7/2016	092322 SAM'S CLUB DIRECT	CHARGES 03/16		SUPPLIES (VARIOUS DEPT'S)	
				054207	100-6200-6215-2301-0000-000	1,644.90
				054207	100-6200-6213-2301-0000-000	103.89
				054207	100-6200-6208-2301-0000-000	428.71
				054207	100-6200-6214-2301-0000-000	228.48
				054207	100-6200-6212-2301-0000-000	99.87
				054207	100-6200-6217-2301-0000-000	114.47
					Total :	**2,620.32**
155355	4/7/2016	092322 SAM'S CLUB DIRECT	CHARGES 03/16- 2		INV- SUPPLIES	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155355	4/7/2016	092322 SAM'S CLUB DIRECT	(Continued)			
				016272	100-1500-000	421.20
					100-1500-000	35.54
					Total :	**456.74**
155356	4/7/2016	002041 SAN BERNARDINO & RIVERSIDE CTY	83321		FIRE- EXTINGUISHER SERVICE	
				015441	100-6090-6091-2240-0000-000	55.90
					Total :	**55.90**
155357	4/7/2016	013979 SAN BERNARDINO COUNTY	2-702/2.10- 2016		ELEC- ANNUAL LICENSE AGREEMENT	
					520-8000-8002-2255-0592-100	853.00
					Total :	**853.00**
155358	4/7/2016	048000 SANTOS, DAVID	TUIT 15/16		FIRE- TUITION REIMBURSEMENT	
					100-6090-6091-1160-0000-000	275.00
					Total :	**275.00**
155359	4/7/2016	pc12 SARAH GUTIERREZ	PC- COUNCIL-03/31/16		COUNCIL- PETTY CASH REPLENISHME	
					100-6000-6000-2280-0001-000	37.30
					Total :	**37.30**
155360	4/7/2016	059278 SCARBROUGH, SCOTT	00190105-2016		C/S- LEVEL PAY PLAN REFUND	
					520-2450-232	1,030.77
					Total :	**1,030.77**
155361	4/7/2016	094000 SECUREWORKS INC.	SWXUS1CN012883		I.S.- CYBER SECURITY SERVICES	
				016068	606-6040-6044-2350-0000-000	21,684.00
			SWXUS1HN002967		I.S.- DESIGN FEE	
				016068	606-6040-6044-2350-0000-000	950.00
					Total :	**22,634.00**
155362	4/7/2016	093642 SHRED-IT USA INC.	9409257939		PD- DOCUMENT DESTRUCTION	
				015549	100-6070-6071-2350-0000-000	160.80
					Total :	**160.80**
155363	4/7/2016	cbc0572 SINGH, KRYSTAL	00770455		CLOSING BILL CREDIT	
					520-2450-232	20.16

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155363	4/7/2016	cbc0572 cbc0572 SINGH, KRYSTAL	(Continued)		Total :	20.16
155364	4/7/2016	000224 SMART AND FINAL IRIS CO	120669		COMM SVCS- SUPPLIES FOR EVENTS	
				054208	100-6200-6213-2301-0000-000	29.26
				054208	100-6200-6209-2301-0000-000	44.88
			122075		COMM SVCS- SUPPLIES FOR EVENTS	
				054208	100-6200-6212-2301-0000-000	32.36
					Total :	106.50
155365	4/7/2016	092670 SO CAL LOCKSMITH	32760		COMM SVCS- LOCK PARTS AND SERVI	
				054209	100-6200-6208-2301-0000-000	8.10
					Total :	8.10
155366	4/7/2016	045534 SOUTHERN CALIFORNIA POOL GUYS	A194211		COMM SVCS- SWIMMING POOL MAINT	
				015903	100-6200-6203-2350-0000-000	1,629.90
			A194212		COMM SVCS- SWIMMING POOL MAINT	
				015903	100-6200-6203-2350-0000-000	519.80
					Total :	2,149.70
155367	4/7/2016	000234 SQUIRES LUMBER COMPANY	306979		BM- MAINTENANCE MATERIAL	
				054212	605-6150-6211-2250-6091-000	10.76
			307112		BM- MAINTENANCE MATERIAL	
				054212	605-6150-6211-2250-6091-000	18.53
			307205		PD- MAINTENANCE MATERIAL	
				054212	100-6070-6071-2301-0000-000	2.79
					100-6070-6071-2301-0000-000	0.22
			307320		PD- MAINTENANCE MATERIAL	
				054212	100-6070-6071-2301-0000-000	25.99
					100-6070-6071-2301-0000-000	2.08
			307321		PD- CREDIT	
				054212	100-6070-6071-2301-0000-000	-4.32
			307322		PD- CREDIT	
				054212	100-6070-6071-2301-0000-000	-23.75
			307420		BM- MAINTENANCE MATERIAL	
				054212	605-6150-6211-2250-6091-000	13.69
			307491		BM- MAINTENANCE MATERIAL	
				054212	605-6150-6211-2250-6091-000	5.38

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155367	4/7/2016	000234 000234 SQUIRES LUMBER COMPANY	(Continued)		Total :	51.37
155368	4/7/2016	017745 STEINY & COMPANY, INC	4656-003		PW- TRAFFIC SIGNALS	
				016168	249-1605-6150-3890-0000-000	93,079.75
					249-2460-000	-4,653.99
					Total :	88,425.76
155369	4/7/2016	cbc#6056 STREETER, CARLTON	00860460		REFUND OF CREDIT ON ACCOUNT	
					520-2450-232	384.52
					Total :	384.52
155370	4/7/2016	093833 SWISHER HYGIENE FRANCHISE CORP	6H02788672		COMM SVCS- RESTROOM MAINT.	
				016134	100-6200-6217-2350-0000-000	95.00
					Total :	95.00
155371	4/7/2016	093976 TALBERT, TYRON D.	MARCH 16		COMM SVCS- CONTRACT INSTRUCTOI	
				015767	100-6200-6202-2350-0000-000	14.00
					Total :	14.00
155372	4/7/2016	002964 THE COUNSELING TEAM	30991		HR- COUNSELING SERVICES	
				054163	100-6030-6030-2342-0000-000	250.00
					Total :	250.00
155373	4/7/2016	059603 THE STANDARD INSURANCE COMPANY	APRIL 16		LIFE & AD&D PREMIUMS	
					100-6030-6030-2440-0000-000	11,182.08
					762-2205-000	802.32
					Total :	11,984.40
155374	4/7/2016	060283 THOMAS, EBONY	1070472.015		COMM SVCS- REFUND DEPOSIT	
					100-6747-000	100.00
					Total :	100.00
155375	4/7/2016	045823 THOMPSON COBURN LLP	FEB 16		ELEC- LEGAL SERVICES - FERC	
				015759	520-8000-8001-2350-0923-000	5,794.52
					Total :	5,794.52
155376	4/7/2016	093146 TIME WARNER CABLE	0470566386-03/16		PD- CABLE SERVICE	
				015948	100-6070-6071-2310-0000-000	243.05

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155376	4/7/2016	093146 093146 TIME WARNER CABLE	(Continued)		Total :	243.05
155377	4/7/2016	060280 TOVAR, JESSICA	REBATE- WINDOWS		PUBLIC BEN- ENERGY EFFICIENT REB	
					526-8000-8035-2041-0930-010	492.40
					Total :	492.40
155378	4/7/2016	044192 TRISTAR RISK MANAGEMENT	88423		RISK- QTRLY WORKERS COMP 3RD PA	
					607-6040-8601-2350-0000-000	16,605.00
					Total :	16,605.00
155379	4/7/2016	003123 UNITED PARCEL SERVICE	0000A4V827136		W- SHIPPING SERVICES	
				054218	520-8000-8004-1180-0926-000	33.50
					Total :	33.50
155380	4/7/2016	092286 VERIZON WIRELESS	9762166190		ELEC- CELLULAR SERVICE	
				015598	520-8000-8024-2310-0930-200	657.73
					Total :	657.73
155381	4/7/2016	093406 VERIZON WIRELESS	9761306302		ELEC- CELLULAR SERVICES	
				054219	520-8000-8001-2310-0930-200	456.12
			9762029756		I. S.- CELLULAR SERVICES	
				054219	606-6040-6044-2310-0000-000	38.01
			9762354804		PD- CELLULAR SERVICES	
				054219	100-6070-6071-2310-0000-000	1,170.14
			9762354806		FIRE- CELLULAR SERVICES	
				054219	100-6090-6091-2310-0000-000	4.70
			9762354809		ELEC- CELLULAR SERVICES	
				054219	520-8000-8001-2310-0930-200	229.42
			9762354810		ELEC- CELLULAR SERVICES	
				054219	520-8000-8001-2310-0930-200	300.52
			9762354811		ELEC- CELLULAR SERVICES	
				054219	520-8000-8009-2225-0548-000	659.83
			9762354812		COMM SVCS- CELLULAR SERVICES	
				054219	100-6200-6250-2310-0000-000	100.97
				054219	100-6200-6202-2310-0000-000	483.73
			9762354820		FIRE- CELLULAR SERVICES	
				054219	100-6090-6091-2310-0000-000	143.32

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155381	4/7/2016	093406 VERIZON WIRELESS	(Continued)			
			9762354822		COUNCIL- CELLULAR SERVICES	
				054219	100-6000-6000-2310-0000-000	76.02
			9762354823		COUNCIL- CELLULAR SERVICES	
				054219	100-6000-6000-2310-0000-000	165.81
			9762354824		CM- CELLULAR SERVICES	
				054219	100-6020-6020-2310-0000-000	27.24
					Total :	3,855.83
155382	4/7/2016	043535 VFTS DISTRIBUTORS	10012364		AUTOMOTIVE SUPPLIES	
				015584	608-6150-8700-2301-0000-000	250.12
					Total :	250.12
155383	4/7/2016	000159 W W GRAINGER, INC	9041347270		ELEC- INDUSTRIAL SUPPLIES	
				015464	520-8000-8009-2225-0548-000	301.34
			9044193804		ELEC- INDUSTRIAL SUPPLIES	
				015464	520-8000-8009-2225-0548-000	200.03
					Total :	501.37
155384	4/7/2016	092064 WALTER'S WHOLESALE ELECTRIC	1441509-01		ELEC- ELECTRICAL SUPPLIES	
				054222	520-8000-8004-2301-0921-000	52.30
					Total :	52.30
155385	4/7/2016	000188 WAXIE	75872156		BM- JANITORIAL SUPPLIES	
				054223	605-6150-6211-2250-0000-000	83.10
					605-6150-6211-2250-0000-000	6.65
					Total :	89.75
155386	4/7/2016	059646 ZUIDEMA, JEFF	RECERTS- 2016		FIRE- REIMB. PARAMEDIC RECERT FEI	
					100-6090-6091-1161-0000-000	260.00
					Total :	260.00
574300	3/31/2016	035929 BANK OF AMERICA	FEDERAL 03/31/16		FEDERAL TAXES	
					762-2200-000	133,753.32
					Total :	133,753.32
580100	3/31/2016	035929 BANK OF AMERICA	STATE 03/31/16		STATE TAXES	
					762-2010-000	41,420.48

Bank code : boa

Voucher	Date	Vendor		Invoice	PO #	Description/Account	Amount
580100	3/31/2016	035929	035929 BANK OF AMERICA	(Continued)		Total :	41,420.48
4404100	3/29/2016	059733	COLTON SOLAR TWO, LLC	CS1008		ELEC- ENERGY PURCHASED	
						520-8000-8006-2330-0555-540	31,571.68
						Total :	31,571.68
4404200	3/29/2016	059733	COLTON SOLAR TWO, LLC	CST010		ELEC- ENERGY PURCHASED	
						520-8000-8006-2330-0555-540	13,235.52
						Total :	13,235.52
6524000	3/25/2016	003756	CITY OF LOS ANGELES / DWP	GA185846		ELEC- TRANSMISSION & DISPATCHING	
						520-8000-8006-2330-0555-700	6,322.96
						Total :	6,322.96
11432361	4/5/2016	048436	COLTON PUBLIC UTILITIES	11432361		ELECTRIC TOU BILLS WELLS & BOOST	
						521-8100-8101-2320-0000-000	122,836.56
						Total :	122,836.56
42100000	3/28/2016	059170	TENASKA POWER SERVICES CO.	1348-MAR-16-01		ELEC- RENEWABLE ENERGY	
						520-8000-8006-2330-0555-000	12,500.00
						Total :	12,500.00
68096800	3/30/2016	029006	CALPERS	100000014690629		1959 SURVIVOR BENEFIT	
						100-6030-6030-2440-0000-000	1,764.00
						Total :	1,764.00
68096900	3/30/2016	029006	CALPERS	10000014690583		1959 SURVIVOR BENEFIT	
						100-6030-6030-2440-0000-000	336.00
						Total :	336.00
68097000	3/30/2016	029006	CALPERS	100000014690395		1959 SURVIVOR BENEFIT	
						100-6030-6030-2440-0000-000	420.00
						Total :	420.00
68097100	3/30/2016	029006	CALPERS	100000014689158		1959 SURVIVOR BENEFIT	
						100-6030-6030-2440-0000-000	1,092.00
						Total :	1,092.00

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
68097200	3/30/2016	029006 CALPERS	100000014689141		1959 SURVIVOR BENEFIT	
					100-6030-6030-2440-0000-000	84.00
					Total :	**84.00**
68097300	3/30/2016	029006 CALPERS	10000014688843		1959 SURVIVOR BENEFIT	
					100-6030-6030-2440-0000-000	7,434.00
					Total :	**7,434.00**
68097400	3/30/2016	029006 CALPERS	10000014689037		1959 SURVIVOR BENEFIT	
					100-6030-6030-2440-0000-000	252.00
					Total :	**252.00**
68097500	3/30/2016	029006 CALPERS	100000014689021		1959 SURVIVOR BENEFIT	
					100-6030-6030-2440-0000-000	1,512.00
					Total :	**1,512.00**
68189700	3/31/2016	003893 ING	PP 03/31/16		457 DEF COMP & LOAN PAYMENT	
					762-2040-000	6,581.62
					762-2045-000	583.93
					Total :	**7,165.55**
665733016	3/30/2016	003772 STATE OF CALIFORNIA	PP 03/31/16		CHILD SUPPORT PAYMENTS	
					762-2150-000	1,389.22
					Total :	**1,389.22**

147 Vouchers for bank code : boa **Bank total : 1,287,270.29**

147 Vouchers in this report **Total vouchers : 1,287,270.29**

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
151786	09/17/2015	059700 KENNETH MICHAEL WILLIAM:	V	03/31/2016	HEALTH CR- 3RD 2015	09/09/2015	1,592.10	1,592.10
154294	02/11/2016	094000 SECUREWORKS INC	V	04/07/2016	SWXUS1HN002967	01/11/2016	950.00	950.00
154383	02/18/2016	cbc0481 MYSHIKA MOORE	V	04/04/2016	00780070	01/20/2016	196.93	196.93
154818	03/10/2016	094000 SECUREWORKS INC	V	04/07/2016	SWXUS1CN012883	02/24/2016	21,684.00	21,684.00
155180	03/31/2016	cbc0567 DAVID KALAUS	V	04/07/2016	00260125	02/29/2016	111.11	
			V	04/07/2016	00770455	02/29/2016	20.16	131.27
155232	03/31/2016	000234 SQUIRES LUMBER COMPANY	V	03/31/2016			0.00	0.00
						boa Total:		**24,554.30**
						Total Checks:		**24,554.30**

6 checks in this report

COLTON
Payroll Disbursement Listing
Payperiod Dates: 3/12/2016 to 3/25/2016

CHECK NO	ACTIVITY ID	PAYMENT	
City Council			
110115	6000	267.24	
110116	6000	2,101.77	Regular Salary
110117	6000	267.24	
110118	6000	1,107.69	
110119	6000	282.01	
110120	6000	282.01	
110121	6000	1,366.61	
110122	6000	267.24	
110123	6000	267.24	
935343	6000	282.01	
	Subtotal	**6,491.06**	
City Clerk			
110124	6010	264.59	
110125	6010	1,963.00	Regular Salary
110126	6010	1,197.92	
	Subtotal	**3,425.51**	
City Manager			
110127	6020	1,809.05	
110128	6020	4,778.35	Regular Salary
	Subtotal	**6,587.40**	
Human Resources			
110129	6030	1,719.67	
110130	6030	3,094.79	Regular Salary/Retro Merit
110131	6030	2,600.72	
	Subtotal	**7,415.18**	
Finance			
110132	6040	4,233.57	Regular Salary
110133	6040	2,801.49	
110134	6040	1,465.87	
110135	6040	1,398.64	
110136	6040	1,612.56	
110137	6040	3,720.08	Regular Salary/Leave Cashout
110138	6040	1,241.90	
110139	6040	1,103.76	
110140	6040	1,493.08	
110141	6040	1,337.87	
110142	6040	1,513.24	
110143	6040	1,693.53	
110144	6040	1,298.87	

COLTON
Payroll Disbursement Listing
Payperiod Dates: 3/12/2016 to 3/25/2016

CHECK NO	ACTIVITY ID	PAYMENT	
110145	6040	1,696.34	
110146	6040	1,467.94	
110147	6040	1,186.91	
110148	6040	1,280.31	
110149	6040	1,462.97	
110150	6040	3,625.59	Regular Salary
110437	6040	1,609.82	
110438	6040	1,194.96	
110439	6040	1,511.30	
110440	6040	2,120.37	
110441	6040	1,621.40	
110442	6040	2,437.17	
	Subtotal	**46,129.54**	

City Treasurer

110151	6060	962.65	
	Subtotal	**962.65**	

Police

110152	6070	2,139.81	
110153	6070	1,563.68	
110154	6070	1,566.80	
110155	6070	3,363.87	
110156	6070	1,367.92	
110157	6070	2,454.06	
110158	6070	1,246.45	
110159	6070	3,491.82	
110160	6070	2,255.61	
110161	6070	3,236.33	
110162	6070	3,161.16	
110163	6070	2,330.48	
110164	6070	2,559.33	
110165	6070	3,935.78	
110166	6070	3,057.91	
110167	6070	1,272.63	
110168	6070	3,659.75	
110169	6070	1,650.05	
110170	6070	3,669.80	
110171	6070	1,868.82	
110172	6070	1,840.17	
110173	6070	304.15	
110174	6070	3,672.27	
110175	6070	2,772.87	
110176	6070	1,383.64	
110177	6070	2,469.22	
110178	6070	4,007.31	Regular Salary/OT
110179	6070	398.72	
110180	6070	476.99	
110181	6070	2,666.04	

COLTON
Payroll Disbursement Listing
Payperiod Dates: 3/12/2016 to 3/25/2016

CHECK NO	ACTIVITY ID	PAYMENT	
110182	6070	1,553.48	
110183	6070	3,180.79	
110184	6070	1,773.51	
110185	6070	2,528.64	
110186	6070	3,350.89	
110187	6070	1,385.78	
110188	6070	3,228.17	
110189	6070	2,191.57	
110190	6070	2,742.49	
110191	6070	2,219.04	
110192	6070	3,721.38	
110193	6070	1,648.34	
110194	6070	3,060.17	
110195	6070	3,611.40	
110196	6070	3,369.01	
110197	6070	1,771.77	
110198	6070	172.04	
110199	6070	1,297.92	
110200	6070	3,372.57	
110201	6070	2,395.94	
110202	6070	1,408.43	
110203	6070	2,129.46	
110204	6070	1,841.58	
110205	6070	2,364.42	
110206	6070	5,008.16	Regular Salary
110207	6070	1,911.51	
110208	6070	2,751.93	
110209	6070	3,778.00	
110210	6070	2,276.61	
110211	6070	3,076.15	
110212	6070	2,226.41	
110213	6070	1,433.76	
110214	6070	2,689.83	
110215	6070	2,552.40	
110216	6070	734.82	
110217	6070	2,638.94	
110218	6070	1,256.92	
110219	6070	2,327.13	
110220	6070	2,784.41	
110221	6070	2,679.93	
110222	6070	134.13	
110223	6070	2,682.48	
110224	6070	1,564.06	
110225	6070	2,576.16	
110226	6070	2,176.12	
110227	6070	2,956.00	
110228	6070	2,550.17	
935344	6070	214.66	
	Subtotal	**181,142.92**	

COLTON
Payroll Disbursement Listing
Payperiod Dates: 3/12/2016 to 3/25/2016

	CHECK NO	ACTIVITY ID	PAYMENT	
Fire				
	110229	6090	5,675.35	Regular Salary/Staffing
	110230	6090	3,093.26	
	110231	6090	3,719.76	
	110232	6090	2,991.29	
	110233	6090	2,377.37	
	110234	6090	4,100.72	Regular Salary/Staffing
	110235	6090	3,421.69	
	110236	6090	3,856.15	
	110237	6090	1,704.48	
	110238	6090	3,608.10	
	110239	6090	4,056.14	Regular Salary/Staffing
	110240	6090	5,317.35	Regular Salary/Staffing
	110241	6090	2,550.70	
	110242	6090	2,258.89	
	110243	6090	3,848.88	
	110244	6090	2,786.36	
	110245	6090	3,563.18	
	110246	6090	3,265.50	
	110247	6090	3,889.51	
	110248	6090	4,662.76	Regular Salary
	110249	6090	2,484.75	
	110250	6090	4,644.81	Regular Salary/Staffing
	110251	6090	7,493.28	Regular Salary/Staffing
	110252	6090	3,195.41	
	110253	6090	3,108.69	
	110254	6090	5,463.60	Regular Salary/Staffing
	110255	6090	3,651.21	
	110256	6090	5,663.39	Regular Salary/Staffing
	110257	6090	4,303.52	Regular Salary/Staffing
	110258	6090	5,534.83	Regular Salary/Staffing
	110259	6090	5,069.16	Regular Salary/Staffing
	110260	6090	4,309.68	Regular Salary/Staffing
	110261	6090	6,786.32	Regular Salary/Staffing
	110262	6090	5,179.09	Regular Salary/Staffing
	110263	6090	3,316.04	
		Subtotal	**140,951.22**	
Public Works				
	110264	6150	566.58	
	110265	6150	1,448.34	
	110266	6150	2,165.96	
	110267	6150	1,307.71	
	110268	6150	1,270.42	
	110269	6150	485.40	
	935345	6150	1,656.83	
	935346	6150	1,564.96	
	935347	6150	1,461.38	
	935348	6150	579.52	

COLTON
Payroll Disbursement Listing
Payperiod Dates: 3/12/2016 to 3/25/2016

CHECK NO	ACTIVITY ID	PAYMENT	
935349	6150	852.06	
935350	6150	2,259.34	
110270	6150	1,550.59	
110271	6150	3,325.21	Regular Salary
110272	6150	2,590.46	
935351	6150	1,898.31	
110273	6150	1,543.56	
110274	6150	1,278.43	
110275	6150	537.18	
110276	6150	2,535.98	
110277	6150	1,704.06	
110278	6150	905.99	
110279	6150	1,330.25	
935352	6150	1,295.78	
935353	6150	1,416.08	
935354	6150	1,555.76	
110443	6150	2,348.82	
110444	6150	1,640.71	
110445	6150	2,047.43	
935379	6150	515.29	
	Subtotal	**45,638.39**	

Community Services

110280	6200	567.98	
110281	6200	849.77	
110282	6200	133.11	
110283	6200	464.01	
110284	6200	233.07	
110285	6200	336.28	
110286	6200	445.95	
110287	6200	52.29	
110288	6200	873.68	
110289	6200	548.82	
110290	6200	3,257.40	Regular Salary
110291	6200	1,445.64	
110292	6200	556.24	
110293	6200	383.82	
110294	6200	575.65	
110295	6200	628.72	
110296	6200	967.25	
110297	6200	539.49	
110298	6200	147.14	
110299	6200	209.65	
110300	6200	225.81	
110301	6200	516.26	
110302	6200	128.84	
110303	6200	1,494.37	
110304	6200	463.88	
110305	6200	299.68	
110306	6200	541.71	

COLTON
Payroll Disbursement Listing
Payperiod Dates: 3/12/2016 to 3/25/2016

CHECK NO	ACTIVITY ID	PAYMENT	
110307	6200	372.24	
110308	6200	14.98	
110309	6200	1,598.92	
110310	6200	1,601.45	
110311	6200	147.14	
110312	6200	275.27	
110313	6200	102.31	
110314	6200	188.67	
110315	6200	244.84	
110316	6200	255.51	
110317	6200	781.42	
110318	6200	503.84	
110319	6200	197.53	
110320	6200	209.65	
110321	6200	376.53	
110322	6200	2,145.49	
110323	6200	732.41	
110324	6200	286.68	
110325	6200	1,355.16	
110326	6200	240.13	
935355	6200	155.28	
935356	6200	356.99	
935357	6200	501.61	
935358	6200	416.35	
935359	6200	90.20	
935360	6200	95.08	
935361	6200	333.27	
935362	6200	481.66	
935363	6200	646.38	
935364	6200	31.69	
935365	6200	291.54	
935366	6200	452.39	
935367	6200	339.04	
935368	6200	440.80	
	Subtotal	**33,148.96**	
Library			
110327	6250	583.06	
110328	6250	594.52	
110329	6250	322.80	
110330	6250	367.32	
110331	6250	338.47	
110332	6250	440.29	
110333	6250	529.06	
110334	6250	2,112.60	Regular Salary
935369	6250	440.29	
	Subtotal	**5,728.41**	

COLTON
Payroll Disbursement Listing
Payperiod Dates: 3/12/2016 to 3/25/2016

CHECK NO	ACTIVITY ID	PAYMENT	
Development Services			
110335	6300	1,621.78	
110336	6300	2,480.89	
110337	6300	2,281.59	
110338	6300	1,089.59	
110339	6300	2,484.40	
110340	6300	1,603.74	
110341	6300	2,847.55	
110342	6300	4,776.46	Regular Salary
110449	6300	978.99	
110343	6300	1,704.84	
	Subtotal	**21,869.83**	
Child Care			
110344	7200	671.04	
110345	7200	648.03	
110346	7200	830.14	
110347	7200	687.08	
110348	7200	932.88	
110349	7200	1,549.22	
110350	7200	2,494.96	Regular Salary
110351	7200	849.25	
110352	7200	478.62	
935370	7200	650.89	
110353	7200	1,383.25	
110354	7200	1,130.17	
110355	7200	757.64	
110356	7200	404.25	
110357	7200	680.25	
110358	7200	856.21	
110359	7200	863.05	
110360	7200	757.87	
110361	7200	610.01	
110362	7200	174.94	
	Subtotal	**17,409.75**	
Electric			
110363	8000	3,149.51	
110364	8000	3,231.36	
110365	8000	2,631.46	
110366	8000	2,637.47	
110367	8000	2,400.59	
110368	8000	2,837.58	
110369	8000	2,983.86	
110370	8000	1,073.90	
110371	8000	1,145.09	
110372	8000	2,708.04	
110373	8000	1,956.55	
110374	8000	1,435.25	
110375	8000	2,162.99	

COLTON
Payroll Disbursement Listing
Payperiod Dates: 3/12/2016 to 3/25/2016

CHECK NO	ACTIVITY ID	PAYMENT	
110376	8000	1,826.10	
110377	8000	2,541.23	
110378	8000	3,880.26	
110379	8000	2,907.85	
110380	8000	2,905.57	
110381	8000	3,548.86	
110382	8000	4,177.47	Regular Salary/OT
110383	8000	2,197.18	
110384	8000	6,832.02	Regular Salary/Leave Cashout
110385	8000	2,633.68	
110386	8000	2,551.19	
110387	8000	700.85	
110388	8000	2,715.01	
110389	8000	2,019.39	
935371	8000	4,257.46	Regular Salary/OT
935372	8000	2,880.98	
935373	8000	3,289.91	
935374	8000	3,927.05	
935375	8000	3,837.55	
110390	8000	2,139.84	
110391	8000	4,597.45	Regular Salary
110392	8000	1,146.73	
110393	8000	1,524.55	
110394	8000	1,567.29	
110395	8000	0.00	
110396	8000	1,971.81	
110397	8000	2,633.58	
110398	8000	2,519.97	
935376	8000	376.19	
	Subtotal	**108,460.67**	

Water Utility

110399	8100	1,420.08	
110400	8100	3,064.60	Regular Salary/OT
110401	8100	2,489.41	
110402	8100	1,577.36	
110403	8100	1,849.36	
110404	8100	2,421.30	
110405	8100	2,285.33	
110406	8100	1,838.75	
110407	8100	1,585.90	
110408	8100	2,811.18	
110409	8100	3,247.21	Regular Salary/OT
110410	8100	2,454.80	
110411	8100	1,907.75	
110412	8100	2,140.23	
935377	8100	2,250.88	
	Subtotal	**33,344.14**	

COLTON
Payroll Disbursement Listing
Payperiod Dates: 3/12/2016 to 3/25/2016

CHECK NO	ACTIVITY ID		PAYMENT	
Wastewater Utility & Storm Water				
110418	8200		2,084.29	
110419	8200		2,629.88	
110420	8200		1,575.08	
110421	8200		4,043.61	Regular Salary, Retro Merit
110422	8200		1,791.65	
110423	8200		1,576.53	
110424	8200		1,685.02	
110425	8200		1,979.45	
110426	8200		1,845.68	
110427	8200		1,801.15	
110428	8200		2,881.97	
110429	8200		2,317.60	
110430	8200		1,810.64	
110431	8200		1,707.83	
110432	8200		2,439.85	
110433	8200		1,596.46	
110434	8200		1,514.32	
110435	8200		1,573.32	
110436	8200		2,329.63	
935378	8200		1,293.21	
		Subtotal	**40,477.17**	
Wastewater Administration				
110413	8300		1,572.58	
110414	8300		2,962.40	
110415	8300		2,937.22	
110416	8300		2,082.23	
110417	8300		2,905.55	
		Subtotal	**12,459.98**	
Successor Agency for Redevelopment				
110446	9000		2,739.91	Regular Salary
		Subtotal	**2,739.91**	
Grand Total			**714,382.69**	

Anita Agramonte, Finance Director

Aurelio De La Torre, Treasurer

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ORDINANCE NO. O-07-16

AN ORDINANCE OF THE OF THE CITY COUNCIL OF THE CITY OF COLTON ADDING A NEW CHAPTER 9.23 TO TITLE 9 OF THE COLTON MUNICIPAL CODE REGARDING PSYCHOACTIVE HERBAL INCENSE, PSYCHOACTIVE BATH SALTS AND OTHER SYNTHETIC DRUGS, PROHIBITING THE DISTRIBUTION AND SALE OF CERTAIN INTOXICATING CHEMICAL COMPOUNDS KNOWN AS SYNTHETIC DRUGS

WHEREAS, Article XI, Section 7 of the California Constitution provides that a city may make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws; and

WHEREAS, California State Law, through Health & Safety Code Sections 11357.5 and 11375.5, prohibits the sale or any other distribution of certain synthetic drugs often marketed as "bath salts" or "incense" in response to increased incidents, particularly among adolescents, resulting from the use of these drugs; and

WHEREAS, according to the National Institute on Drug Abuse ("NIDA"), synthetic cannabinoid compounds or synthetic cannabinoid derivative products (hereinafter "psychoactive herbal incense") contain dried, shredded plant material and chemical additives that are responsible for psychoactive (mind-altering) effects. NIDA also confirms that these products are sold under many names including Spice, K2, fake weed, Yucatan Fire, Skunk, Moon Rocks and others. Labels on psychoactive herbal incense products often claim the products contain "natural" psycho-active material taken from a variety of plants, but chemical analyses shows that the active ingredients in psychoactive herbal incense are synthetic (or designed) cannabinoid compounds. For many years, psychoactive herbal incense mixtures have been easy to purchase in head shops, gas stations, and via the Internet. Some psychoactive herbal incense products are sold as "incense," often closely resemble potpourri, and are often sold with a warning label that the products "are not for human consumption." Like marijuana, psychoactive herbal incense is abused mainly by smoking, but can sometimes be mixed with marijuana or prepared as an herbal infusion for drinking; and

WHEREAS, because the chemicals in psychoactive herbal incense have a high potential for abuse and no medical benefit the Drug Enforcement Administration ("DEA") has designated the five active chemicals most frequently found in psychoactive herbal incense as Schedule I controlled substances, making it illegal to sell, buy, or possess them under federal law. These five chemicals are also included in Health and Safety Code Section 11357.5, subdivision (b)(1)-(5) as the chemicals specifically prohibited by Section 11357.5; and

WHEREAS, according to NIDA, psychoactive herbal incense products are popular among young people and, of the illicit drugs used by high school seniors, psychoactive herbal incense is second only to marijuana; and

WHEREAS, psychoactive herbal incense often causes users to have experiences similar to marijuana, while some users experience even stronger psychotic effects such as extreme

anxiety, paranoia, and hallucinations. Psychoactive herbal incense abusers who have been taken to Poison Control Centers report symptoms that include rapid heart rate, vomiting, agitation, confusion, and hallucinations. Nationwide, the American Association of Poison Control Centers ("AAPCC") reported 6,968 cases of exposure in 2011, 5,230 in 2012, 2,668 in 2013, 3,682 in 2014, and 7,779 in 2015. The AAPCC claims that psychoactive herbal incense can cause dangerous health effects, is made specifically to be abused, and is not tested for safety; and

WHEREAS, there is an emerging family of drugs commonly referred to as "bath salts" or "psychoactive bath salts" that contain one or more chemicals relating to cathinone, an amphetamine-like stimulant found naturally in the Khat plant. According to the NIDA, psychoactive bath salts typically take the form of a white or brown crystalline powder and are sold in small plastic or foil packages labeled "not for human consumption." Psychoactive bath salts are often sold in drug stores under a variety of brand names, such as Ivory Wave, Bloom, Cloud Nine, Lunar Wave, Vanilla Sky, White Lightning, and Scarface and users of psychoactive bath salts can experience euphoria, increased sociability, and sex drive, while others experience paranoia, agitation, and hallucinatory delirium. Some users even display psychotic and violent behavior, with deaths being reported in several instances; and

WHEREAS, in October 2011, the DEA placed three common synthetic cathinones found in psychoactive bath salts under emergency ban pending further investigation and, in July 2012, President Obama signed the Synthetic Drug Abuse Prevention Act of 2012 (as part of the Federal Drug Administration Safety and Innovation Act) permanently making two of them illegal along with psychoactive herbal incense. On April 12, 2013, the DEA used its emergency scheduling authority to schedule three more types of synthetic cannabinoids, temporarily designating them as Schedule I substances; and

WHEREAS, the Analog Drug Law codified in California Health and Safety Code Section 11400 provides that selling a drug that is an analog of a scheduled controlled substance is a crime subject to criminal prosecution; and

WHEREAS, according to NIDA, although federal law prohibits chemically similar "analogues" of the specifically banned types of psychoactive herbal incense and psychoactive bath salts, manufacturers are expected to respond by creating new drugs different enough from the banned substances to evade current legal restriction. For example, after the cathinone mephedrone was banned in the United Kingdom in 2010, a chemical called naphyrone quickly replaced it, and is now being sold as "jewelry cleaner" under the name "Cosmic Blast"; and

WHEREAS, the AAPCC reported 6,137 cases of exposure in 2011, 2,691 in 2012, 995 in 2013, 582 in 2014, and 522 in 2015. The AAPCC claims that psychoactive bath salts are among the worst substances the AAPCC has ever seen, has not been tested, and can have permanent side effects; and

WHEREAS, to avoid the threat to public health, safety, and welfare that would occur if these intoxicating synthetic chemical compounds were permitted in the City and to ensure the individual or business which possesses, provides, distributes or sells Synthetic Drugs as defined herein is a threat to public health, safety and welfare and, as such, is subject to the City's administrative, criminal and civil enforcement procedures (including those set forth in Chapters 8.02 and 8.12 of Title 8 of the Colton Municipal Code) and, in the case of a business, prohibition

against the issuance of a business license (pursuant to Chapter 5.02 of the Colton Municipal Code); and

WHEREAS, the City Council hereby finds that many communities in California have recognized the dangers of Synthetic Drugs, which have been documented to cause hallucinations, agitation, psychosis, aggression, suicidal and homicidal ideations, cannibalism and death. While state and federal law prohibit certain compounds that are used to create synthetic drugs, they are not comprehensive enough to eliminate the distribution and sale of all Synthetic Drugs in the City. Specifically, the Council finds that the makers of Synthetic Drugs continually alter the composition of the compounds in their products so as to not come under the purview of state and federal law and other laws and regulations attempting to prohibit the sale of Synthetic Drugs. In fact, products which plainly are being marketed for use of Synthetic Drugs are now being packaged with advertisements stating that the product does not contain the compounds specifically banned by state or federal law. Thus, the City Council finds that in order to implement an effective measure prohibiting the distribution and sale of Synthetic Drugs, it is necessary to look at all factors related to the sales and marketing of Synthetic Drugs. These factors will help City officials determine whether a product that does not come under the purview of state or federal law is nevertheless a Synthetic Drug because it is intended for recreational drug use; and

WHEREAS, while the question of whether a given product is being distributed or sold for use as a recreational drug must be determined on a case-by-case basis, the City Council finds that the following evidentiary factors are helpful in determining whether a given product is in fact a Synthetic Drug:

1. Marketing: Synthetic Drugs are rarely, if ever, suitable for their marketed uses. For example, a Synthetic Drug in the form of a powder might be marketed as "glass cleaner," even though the powder cannot reasonably be used to clean glass.

2. Sales Location: Synthetic Drugs are typically sold in liquor stores, smoke shops and gas stations, yet Synthetic Drugs are marketed as products that are not typically sold by these businesses. For example, Synthetic Drugs are often marketed as bath salts, spice, incense, potpourri, skin treatments, cleaning products and plant food; however, these types of products are typically not sold in liquor stores, smoke shops or gas stations.

3. Warning Labels: Synthetic Drugs often use warning labels such as: "not for human consumption" and "not for purchase by minors." Bona fide bath salts, incense, cleaning products and the like do not typically bear such labels. Of particular relevance are labels that indicate a given product does not contain chemical compounds banned by state law, which bona fide bath salts, incense, cleaning products and the like would not have any reason to advertise.

4. Price: Synthetic Drugs are typically more expensive than products that are used for a Synthetic Drug's marketed use. For example, a Synthetic Drug marketed as "glass cleaner" might be priced at $50.00 for an eighth of an ounce, while bona fide glass cleaner is priced at approximately $5.00 for 26 ounces.

5. Similarity to Illicit Street Drugs: Synthetic Drugs often resemble illicit street drugs and/or use brand names and packaging that are designed to make the product appear similar to illicit street drugs. For example, many Synthetic Drugs are sold as white powders packaged in vials (resembling cocaine) or dyed green to appear similar to marijuana. Additionally, brand names are often similar to street slang for illicit drugs and have no relation to the products that are purportedly being sold. These brand names are always changing, but include "Eight Ballz," "Spice," "Black Mamba," "K-2," "Puff," "Sugar Sticks," "Green Buddha," "Diablo Botanical Incense," "Scooby Snax Potpourri," "Grape Ape Herbal Incense," "Aurora Incense," "Three Monkey Incense," "Mr. and Mrs. Marley." "Cloud 9 Incense," and a group of Synthetic Drugs marketed as from "The Spice Guy"; and

WHEREAS, the City Council further finds that, given the recent state and federal laws making the certain identified chemicals in psychoactive herbal incense and psychoactive bath salts illegal and the public peace, health, safety and welfare concerns associated with the sale and use of psychoactive herbal incense and psychoactive bath salts as mentioned herein, the City finds that the sale and the use of psychoactive herbal incense and psychoactive bath salts each create a nuisance that threatens the health, safety, and property of users, their families, and any person or property nearby and therefore, by adding Chapter 9.23 to the Colton Municipal Code by this Ordinance, wishes to prohibit, without encroaching upon any field of law occupied by state or federal law, the sale and use of psychoactive herbal incense and psychoactive bath salts (as those phrases are defined in this Ordinance) in the City. To avoid the threat to public health, safety, and welfare that would occur if these intoxicating synthetic chemical compounds were permitted in the City and to ensure the individual or business which possesses, provides, distributes or sells Synthetic Drugs as defined herein is a threat to public health, safety and welfare and, as such, is subject to the City's administrative, criminal and civil enforcement procedures (including those set forth in Chapters 8.02 and 8.12 of Title 8 of the Colton Municipal Code) and, in the case of a business, prohibition against the issuance of a business license (pursuant to Chapter 5.02 of the Colton Municipal Code); and

WHEREAS, an effective way to prevent and abate the health, safety and welfare concerns that exist as a result of the marketing, distribution and sale of Synthetic Drugs in manners that brazenly seek to circumvent State and Federal Law is through the enforcement of the City's administrative, criminal and civil enforcement procedures and through the prohibition against the issuance of a business license. Because the chemical composition of Synthetic Drugs is constantly evolving, it is necessary to look at the circumstances surrounding the marketing (including price), distribution or sale of any given product to determine if the product is being provided, distributed or sold as a recreational drug. This ordinance shall not apply to any activity already regulated by Health and Safety Code Sections 11357.5, 11375.5, 11401, the federal Controlled Substances Act or pre-empted by any State or Federal law or regulation; and

WHEREAS, by enacting this Ordinance, the City ordains that nothing herein shall be deemed to conflict with federal law, including but not limited to its treatment of controlled substances, state law, including but not limited to Health and Safety Code Section 11357.5 and Section 11375.5, or otherwise or to license any activity that is prohibited thereunder except as mandated by such laws.

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

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

SECTION 2. The City Council of the City of Colton adopts Chapter 9.23 to Title 9 in its entirety to read as follows:

"Chapter 9.23
PSYCHOACTIVE HERBAL INCENSE, PSYCHOACTIVE BATH SALTS AND OTHER SYNTHETIC DRUGS

9.23.010 Purpose and intent.

Recreational use of psychoactive herbal incense, psychoactive bath salts and similar products known as "synthetic drugs" has been documented to cause hallucinations, agitation, psychosis, aggression, suicidal and homicidal ideations, cannibalism and death. While state and federal laws and regulations prohibit some synthetic drugs, the makers of these drugs continually alter the composition of the compounds in their products so as to escape the purview of these laws and regulations.

It is the purpose and intent of this Chapter to prohibit the sale or possession of psychoactive herbal incense and psychoactive bath salts, as those terms are defined herein, in the City in order to protect and preserve the public peace, safety, health, and welfare of those within the City and to provide the City with reasonable measures to address the dangers to the community posed by synthetic drugs, including those not regulated by state or federal law. Nothing in this Chapter shall be construed to cease or limit or encroach in any way upon any field of law occupied by federal law or by the laws of the state of California.

The prohibition of psychoactive herbal incense and psychoactive bath salts is necessary and in the interests of the public health, safety and general welfare because there is the substantial likelihood of the sale and use of these illegal drugs in the City of Colton. The sale and use of

psychoactive herbal incense and psychoactive bath salts in the City would result in undesirable impacts to the community. Among these impacts are: increased potential for the sale of these controlled substances to minors and adults for their use, increased dependency on these controlled substances, increased harm to the users of these controlled substances, and increased risk of injury to persons or property by users of these controlled substances.

9.23.020 Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Business shall have the same meaning as the term is defined in section 5.02.020 of this Municipal Code.

Consume, *consuming* or *consumption* shall mean to ingest, inhale, inject, smoke or snort (insufflate).

Distribute, *distributing*, or *distribution* shall mean to furnish, give away, exchange, transfer, deliver or supply, whether for monetary gain or not.

Person shall include any natural person, business, firm, company, corporation, public corporation, club, trust, partnership, association or similar organization.

Possess, *possessing* or *possession* shall mean to have for consumption, distribution or sale in one's actual or constructive custody or control, or under one's authority or power, whether such custody, control, authority or power be exercised solely or jointly with others.

Provide, *providing* or *provision* shall mean offering to distribute or sell a product or substance to any person.

Psychoactive bath salts shall mean any crystalline or powder product that contains a synthetic chemical compound that, when consumed, elicits psychoactive or psychotropic stimulant effects. The term "psychoactive bath salts" includes without limitation:

(1) Products that elicit psychoactive or psychotropic stimulant effects and contain any of the following intoxicating chemical compounds:

(A) Salvia Divinorum or Salvinorum A; all parts of the plant presently classified botanically as Salvia Divinorum, whether growing or not, the seeds thereof, any extract from any part of such plant, and every compound, manufacture, salts derivative, mixture or preparation of such plant, its seeds or extracts;

(B) Cathinone (2-amino-1-phenyl-1-propanone), 4- methylmethcathinone (2-methylamino-1-(4-methylphenyl)propan-1-one), 4-methoxymethcathinone (1-(4-methoxyphyenyl)-2-(methylamine)propan-1-one), MDPV (methylenedioxypyrovalerone), MDMA (3, 4-methylenedioxy-N-methylamphetamine), methylene (3,4-methylenedioxy- N-methylcathinone), methcathinone (2-(methylamino)-1-phenyl-propan-1- one), flephedrone (4-fluoromethcathinone), 3-FMC (3- fluoromethcathinone), ethcathinone (2-ethylamino-1-phenyl-propan-1-one), butylone

(β-keto-N-methylbenzodioxolylbutanamine), a-PPP (a- pyrrolidinopropiophenon), MPPP (4'-methyl-a-pyrrolidinopropiophenone), MDPPP (3',4'-methylenedioxy-a-pyrrolidinopriopiophenone), a-PVP (1- phenyl-2-(1-pyrrolidinyl)-1-pentanone) or naphyrone (1-naphthalen-2-yl-2- pyrrolidin-1-ylpentan-1-one), 6-APDB (6(2aminopropyl)2,3 dihydrobenzo-furan), and analogs of MDA (3,4-methylenedioxymethamphetamine);

(C) Any derivative of the above listed intoxicating chemical compounds;

(D) Any synthetic substance and its isomers with a chemical structure similar to the above listed compounds;

(E) Any chemical alteration of the above listed intoxicating chemical compounds; or

(F) Any other substantially similar chemical structure or compound; and

(2) Products that elicit psychoactive or psychotropic stimulant effects and are marketed under any of the following trade names: Bliss, Blizzard, Blue Silk, Bonzai Grow, Charge Plus, Charlie, Cloud Nine, Euphoria, Hurricane, Ivory Snow, Ivory Wave, Lunar Wave, Ocean, Ocean Burst, Pixie Dust, Posh, Pure Ivory, Purple Wave, Red Dove, Scarface, Snow Leopard, Stardust, Vanilla Sky, White Dove, White Night and White Lightning. The term "psychoactive bath salts" shall not include any product, substance, material, compound, mixture or preparation that is specifically excepted by the California Uniform Controlled Substances Act ("UCSA") (Health and Safety Code §§ 11000 et seq.), listed in one of the UCSA's schedules of controlled substances (Health and Safety Code §§ 11053-11058), regulated by one of the UCSA"s Synthetic Drug Laws (Health and Safety Code §§ 11357.5, 11375.5 and 11401), regulated by the Federal Controlled Substances Act (the "CSA") (21 USC §§ 801 et seq.) or approved by the Food and Drug Administration ("FDA").

Psychoactive herbal incense shall mean any organic product consisting of plant material that contains a synthetic stimulant compound that, when consumed, elicits psychoactive or psychotropic euphoric effects. The term "psychoactive herbal incense" includes without limitation:

(1) Products that elicit psychoactive or psychotropic euphoric effects and contain any of the following chemical compounds:

(A) Cannabicyclohexanol (2-[(1R,3S)-3-hydroxycyclohexyl]-5-(2-methylnonan-2-yl)phenol), JWH-018 (naphthalene-1-yl-(1-pentylindol-3-yl)methanone), JWH-073 (napththalen-1-yl-(1-butylindol-3-yl)methanone), JWH-200 ((1-(2-morpholin-4- ylethyl)indol-2-yl)-naphthalen-1-ylmethanone), HU-210 or 1.1-dimethylheptyl-11-hydroxy-delta8-tetrahydrocannabinol) ((6aR,10aR)-9- (Hydroxymethyl)-6,6-dimethyl-3-(2-methyloctan-2-yl)-6a,7,10,10a-tetrahydrobenzo [c]chromen-1-ol), CP 47, 497 (2-[(1R,3S)-3- hydroxycyclohexyl]-5-(2-methyloctan-2-yl)phenol) and the dimethylhexyl, dimethyloctyl and dimethylnonyl homologues of CP 47,497 (2-[1R,3S)-3- hydroxycyclohexyl]-5-(2-methyloctan-2-yl)phenol) or AM-2201 (1-[(5-fluoropentyl)-1H-indol-3-yl]-(napthalen-1-yl)methanone), 1-Pentyl-3 (2-methoxyphenylacetyl)indole (also known as JWH-250), 1-Hexyl-3-(1- naphthoyl)indole (also known as JWH-019), 1-Pentyl-3-(4-chloro-1- naphthoyl)indole (also known as JWH-398), N-

benzylpiperazine (also known as BZP), 1-(3-trifluoromethylphenyl)piperazine (also known as TFMPP);

(B) Any derivative of the above listed intoxicating chemical compounds;

(C) Any synthetic substance and its isomers with a chemical structure similar to the above listed intoxicating chemical compounds;

(D) Any chemical alteration of the above listed intoxicating chemical compounds;

(E) Any other substantially similar chemical structure or compound; or

(F) Any other synthetic cannabinoid.

(2) Products that elicit psychoactive or psychotropic euphoric effects and are marketed under any of the following names: K2, K3, Spice, Genie, Smoke, Potpourri, Buzz, Spice 99, Voodoo, Pulse, Hush, Mystery, Earthquake, Black Mamba, Stinger, Ocean Blue, Stinger, Serenity, Fake Weed and Black Mamba. The term "psychoactive herbal incense" shall not include any product, substance, material, compound, mixture, or preparation that is specifically excepted by the UCSA (Health and Safety Code §§ 11000 et seq.), listed in one of the UCSA's schedules of controlled substances (Health and Safety Code §§ 11053—11058) regulated by one of the USCA's Synthetic Drug Laws (Health and Safety Code §§ 11357.5, 11375.5 and 11401), regulated by the CSA (21 USC §§ 81 et seq.) or approved by the FDA.

Psychoactive or *psychotropic stimulant effects* shall mean affecting the central nervous system or brain function to change perception, mood, consciousness, cognition or behavior in ways that are similar to the effects of cocaine, methylphenidate or amphetamines.

Psychoactive or *psychotropic euphoric effects* shall mean affecting the central nervous system or brain function to change perception, mood, consciousness, cognition or behavior in ways that are similar to the effects of cannabis.

Sell, *selling* or *sale* shall mean to furnish, exchange, transfer, deliver or supply for monetary gain.

Synthetic drug shall include psychoactive bath salts and psychoactive herbal incense, as those terms are defined hereinabove.

9.23.030 Provision, display for sale, sale or distribution of synthetic drugs prohibited.

(a) It is unlawful for any person to store, provide, display for sale, distribute or sell any synthetic drug within the City of Colton.

(b) It is unlawful for any person to permit the storage, provision, display for sale, distribution or sale of any synthetic drugs from any real property owned, possessed, managed or controlled by such person in the City of Colton.

(c) Merely disclaiming a synthetic drug as "not safe for human consumption" will not avoid the application of this section.

9.23.040 Provision, display for sale, sale or distribution of substances claimed or represented to be synthetic drugs prohibited.

(a) It is unlawful for any person to claim or represent that a product that person is storing, providing, displaying for sale, distributing or selling is a synthetic drug within the City of Colton.

(b) To determine if a person is claiming or representing that a product is a synthetic drug, the enforcing officer may consider any of the following evidentiary factors:

(1) The product is not suitable for its marketed use (such as a crystalline or powder product being marketed as "glass cleaner");

(2) The business providing, displaying for sale, distributing or selling the product does not typically provide, distribute or sell products that are used for that product's marketed use (such as a liquor store selling "plant food");

(3) The product contains a warning label that is not typically present on products that are used for that product's marketed use (such as "not for human consumption," "not for purchase by minors," or "does not contain chemicals banned by section 11357.5");

(4) The product is significantly more expensive than products that are used for that product's marketed use (such as half of a gram of a substance marketed as "glass cleaner" costing $50.00);

(5) The product resembles an illicit street drug (such as cocaine, methamphetamine or marijuana); or

(6) The product's name or packaging uses images or slang referencing an illicit street drug (such as "Eight Ballz" or "Green Buddha").

(c) Merely disclaiming a substance claimed or represented to be a synthetic drug as "not safe for human consumption" will not avoid the application of this section.

9.23.050 Possession of synthetic drugs prohibited.

It is unlawful for any person to possess any synthetic drug within the City of Colton.

9.23.060 Public nuisance.

(a) It is a public nuisance for any person to store, provide, display for sale, distribute or sell any synthetic drug within the City of Colton.

(b) It is a public nuisance for any person to allow the storage, provision, display for sale, distribution or sale of any synthetic drug on property owned, controlled or managed by such person within the City of Colton.

(c) It is a public nuisance for any person to provide, display for sale, distribute or sell any substance claimed or represented to be a synthetic drug within the City of Colton.

(d) It is a public nuisance for any person to allow the provision, display for sale, distribution or sale of any substance claimed or represented to be a synthetic drug on property owned, controlled or managed by such person within the City of Colton.

(e) To determine if a person is claiming or representing that a substance or product is a synthetic drug, the enforcing officer may consider any of the evidentiary factors set forth in section 9.23.040 of this Chapter.

(f) A criminal conviction is not required for establishing the occurrence of nuisance activity pursuant to this Chapter. The occurrence of nuisance activity may be established by documented evidence that the nuisance activity was witnessed by a code enforcement officer, peace officer or other witness willing to testify.

(g) The remedies set forth in this Chapter are cumulative and additional to any and all other legal remedies available whether set forth elsewhere in the Colton Municipal Code, or in state or federal laws, regulations, or case law.

9.23.070 Summary abatement.

Because the use of synthetic drugs has been documented to cause hallucinations, agitation, psychosis, aggression, suicidal and homicidal ideations, cannibalism and death, any violation of this Chapter presents a grave and imminent danger not only to the person consuming the synthetic drug, but also to the public at large. If the code enforcement officer, based on the facts then known, determines that a violation of this division presents an imminent danger or hazard or is imminently injurious to the public health or safety, then that violation is punishable by the summary abatement procedures set forth in Section 8.04.150 of this Municipal Code.

9.23.080 Revocation of business license.

No person holding a city business license and owning or operating a business in the city may use that business to store, provide, distribute or sell any synthetic drug or any substance claimed or represented to be a synthetic drug. A violation of this section by the holder of a city business license, shall constitute grounds for modification, suspension, revocation, or any combination thereof, of said license.

9.23.090 Penalties.

(a) *Misdemeanor violation.* Failure to comply with any of the requirements of this Chapter is a misdemeanor punishable by imprisonment in the city or county jail for a period not exceeding six months or by fine not exceeding $1,000.00, or by both, provided that where the city attorney determines that such action would be in the interest of justice, he/she may specify in the accusatory pleading that the offense shall be an infraction.

(b) *Infraction violation.* Where the City Attorney determines that, in the interest of justice, a violation of this Chapter is an infraction, such infraction is punishable by a fine not exceeding $100.00 for a first violation, a fine not exceeding $200.00 for a second violation of the same provision within one year, and a fine not exceeding $500.00 for each additional infraction violation of the same provision within one year. An infraction is not punishable by imprisonment. A person charged with an infraction shall not be entitled to a trial by jury and shall not be entitled

to have the public defender or other counsel appointed at public expense to represent him/her, unless he/she is arrested and not released on his/her written promise to appear, his/her own recognizance or a deposit of bail. However, any person who has previously been convicted two or more times during any 12-month period for any violation of this division for a crime made punishable as an infraction shall be charged with a misdemeanor upon the third violation.

(c) *Separate Offense; Cumulative Remedies.* Each person committing, causing, or maintaining a violation of this Chapter or failing to comply with the requirements set forth herein shall be deemed guilty of a separate offense for each and every day during any portion of which any violation of any provision of this Chapter is committed, continued, maintained, or permitted by such person and shall be punishable accordingly. The remedies set forth in this Chapter are cumulative and additional to any and all other legal remedies available whether set forth elsewhere in the Colton Municipal Code, or in state or federal laws, regulations, or case law.

(d) *Administrative Citations.* In lieu of issuing a criminal citation, the city may issue an administrative citation pursuant to Chapters 8.02 and 8.04 of the Colton Municipal Code to any person responsible for committing, causing or maintaining a violation of this Chapter.

(e) *Additional Penalties; Costs of Abatement.* In any administrative, civil, or criminal proceeding involving the abatement of a public nuisance, the City shall also be entitled to recover its full reasonable costs of abatement, including, but not limited to, investigation, analysis, and prosecuting the enforcement against the responsible party. The prevailing party in any proceeding associated with the abatement of a public nuisance shall be entitled to recovery of attorneys' fees incurred in any such proceeding, where the City has elected at the initiation of that individual action or proceeding to seek recovery of its own attorneys' fees.

9.23.100 Seizure of evidence.

Any product(s) or substance(s) stored, possessed, provided, distributed or sold in violation of any provision of this Chapter shall be seized by the enforcing officers and removed, stored and disposed of in accordance with law.

9.23.110 Exclusions.

(a) This Chapter shall not apply to drugs or substances lawfully prescribed or to intoxicating chemical compounds that have been approved by the Federal Food and Drug Administration or which are specifically permitted by California law, including without limitation, intoxicating chemical compounds that are specifically excepted by the California Uniform Controlled Substances Act (Health and Safety Code § 11000 et seq.).

(b) This Chapter shall not apply to drugs or substances that are prohibited by state or federal law, including without limitation, California Health and Safety Code §§ 11357.5, 11375.5, 11401 and the Federal Controlled Substances Act.

(c) This Chapter shall not be deemed to prohibit any act that is positively permitted, prohibited or preempted by any state or federal law or regulation."

SECTION 4. CEQA. The City Council finds that this ordinance is not subject to the 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 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 significant effect or physical change to the environment.

SECTION 5. Severability. If any section, subsection, subdivision, sentence, clause, 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 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 portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

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

PASSED, APPROVED AND ADOPTED this 19th day of April, 2016

_____
Richard A. DeLaRosa, Mayor

ATTEST:

_____
Carolina R. Padilla, City Clerk

APPROVED AS TO FORM:

_____
Best Best & Krieger LLP
City Attorney

ORDINANCE NO. O-08-16

AN ORDINANCE OF THE CITY OF COLTON, CALIFORNIA ADOPTING RATE INCREASES TO CITY OF COLTON WATER SERVICE CHARGES

WHEREAS, the City of Colton (the "City") operates a municipal water system located within the City and certain unincorporated areas of the County; and

WHEREAS, the City undertook an evaluation of the capital infrastructure needs, water conservation program needs, and operations and maintenance costs of its water system.

WHEREAS, based on this evaluation, the City has determined to increase the rates for its water service charges; and

WHEREAS, future rate increases beginning July 1, 2017 through July 1, 2020, will be necessary for all of the City's water customers to enable the City to recover projected costs of providing water services and to ensure that it can safely treat and deliver water, maintain the operational and financial stability of the utility, and avoid operational deficits and depletion of reserves; and

WHEREAS, the rates for the water service charges are comprised of five customer classes — (1) Single-Family Residential; (2) Multi-Family Residential; (3) Commercial & Industrial; (4) Municipal; and (5) Commercial Fire

WHEREAS, the rates for the monthly water service fees are comprised of two components — a fixed Service Charge and a variable Commodity Charge; and

WHEREAS, the Service Charge is a fixed charge established on the basis of the size of the meter size serving a property and is calculated to recover a portion of the City's fixed costs of operating, maintaining, and delivering water. The Commodity Charge is a consumption charge calculated on the basis of recovering the cost of providing water to property owners and customers. For single family residential customers the Commodity Charge is a variable charge and consists of two tiers which impose higher rates as the level of consumption increases. For all other customers the Commodity Charge is a uniform rate per hundred cubic feet of water ("hcf"), or 748 gallons of water; and **WHEREAS**, the City also imposes a fixed monthly fire meter

service charge on certain commercial properties as a condition of extending or initiating water service by (1) the installation of a private fire suppression system, and (2) upon the request of the consumer or property owner for the delivery of water to the property for the purpose of fire service protection. The rates for the monthly commercial fire meter charge are established on the basis of the size of the meter serving a property and are calculated to recover the costs of providing water to such properties for private fire service protection. ; and **WHEREAS**, the rates are calculated to proportionately allocate the costs of providing water service among the customer classes and to customers within each class on a parcel basis; and

WHEREAS, in accordance with the provisions of Article XIII D, section 6 of the California Constitution, the City mailed out notices of the proposed rate increases and such notices were provided to all record owners of property upon which the proposed water service charges are proposed for imposition and any tenants who are directly liable for the payment of the proposed water service charges (i.e., customers of record who are not property owners) within the City not less than 45 days prior to the public hearing on the proposed establishment of rates and charges as set forth herein; and

WHEREAS, the City Council conducted a public hearing on April 5, 2016, to receive oral and written testimony regarding this Ordinance and the proposed rate increases. Said date and time were not less than forty-five days after the mailing of the notice; and

WHEREAS, at the conclusion of the public hearing, written protests against the proposed rate increases were not presented by a majority of the record owners of parcels upon which the water service charges are imposed and tenants directly responsible for the payment of water service charges; and

WHEREAS, it is deemed to be in the best interests of the City to adopt the rate increases due to the fiscal impacts referenced above.

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

Section 1. All of the foregoing Recitals are true and correct and the City Council so finds and determines. The Recitals set forth above are incorporated herein, are made findings and determinations of the City Council, and are made an operative part of this Ordinance.

Section 2. The City Council hereby finds and determines that written protests against the proposed rate increases were not presented by a majority of the record owners of parcels upon which water service charges are imposed or tenants directly responsible for the payment of water service charges. The City Council therefore finds and determines that a majority protest does not exist and it is authorized to impose the rate increases as set forth herein.

Section 3. The City hereby adopts the rates for water service charges in the amounts and on the effective dates set forth in the tables below.

Commodity Charge ($/Hundred Cubic Feet) Effective on July 1

TIERS Single Family Residential	Current	July 1, 2016	July 1, 2017	July 1, 2018	July 1, 2019	July 1, 2020
Current Uniform Volumetric Rate	$1.61					
Tier 1: 0-18 hcf		$1.47	$1.64	$1.65	$1.67	$1.69
Tier 2: 19+ hcf		$2.16	$2.39	$2.42	$2.44	$2.47
All Other Customers **Rate Per HCF of Water Consumed**	$1.61	$1.67	$1.86	$1.87	$1.89	$1.91

Monthly Service Charge ($/Meter Size) Effective on July 1

Meter Size	Current	July 1, 2016	July 1, 2017	July 1, 2018	July 1, 2019	July 1, 2020
5/8 & 3/4"	$16.70	$22.78	$25.29	$25.54	$25.80	$26.06
1"	$26.23	$37.00	$41.07	$41.48	$41.90	$42.31
1 1/2"	$47.00	$72.54	$80.52	$81.32	$82.14	$82.96
2"	$71.31	$115.19	$127.86	$129.13	$130.43	$131.73
3"	$84.86	$228.91	$254.09	$256.63	$259.20	$261.79
4"	$288.78	$356.85	$396.10	$400.07	$404.07	$408.11
6"	$489.49	$712.24	$790.59	$798.49	$806.48	$814.54
8"	$627.22	$1,280.86	$1,421.76	$1,435.98	$1,450.34	$1,464.84
10"	$896.96	$1,707.33	$1,895.14	$1,914.09	$1,933.23	$1,952.56
12"	$1,456.16	$2,400.34	$2,664.38	$2,691.02	$2,717.93	$2,745.11

Monthly Commercial Fire Meter Charge ($/Meter Size) Effective on July 1

Meter Size	Current	July 1, 2016	July 1, 2017	July 1, 2018	July 1, 2019	July 1, 2020
4"	$62.28	$79.30	$88.02	$88.90	$89.79	$90.69
6"	$139.73	$179.38	$199.11	$201.10	$203.11	$205.14
8"	$242.99	$312.81	$347.22	$350.69	$354.20	$357.74
10"	$380.68	$490.73	$544.71	$550.15	$555.66	$561.21

Section 4. The City Manager is authorized and directed to take all actions necessary to implement the authorized rates.

Section 5. The City Council finds and determines that the administration, operation, maintenance and improvements of the City water system, which are to be funded by the increased water service rates set forth herein, are necessary to maintain service within the City's existing service area. The City Council further finds that the administration, operation, maintenance and improvements of the City water system, to be funded by the increased water service rates and fees, will not expand the City's system. The City further finds that the adoption of the rates and fees is necessary and reasonable to fund the administration, operation, maintenance and improvements of the City water system. Based on these findings, the City Council determines that the adoption of the rates and fees established by this Ordinance are exempt from the requirements of the California Environmental Quality Act pursuant to section 21080(b)(8) of the Public Resources Code and section 15273(a) of the State CEQA Guidelines. The City Clerk is hereby directed to file a Notice of Exemption with the County Clerk within three days following the date of this Ordinance.

Section 6. All ordinances, resolutions, or administrative actions by the City Council, or parts thereof, that are inconsistent with any provision of this Ordinance are hereby superseded only to the extent of such inconsistency.

Section 7. Within 15 days after adoption of this Ordinance, a summary of the Ordinance shall be published with the names of those members of the City Council voting for and against this Ordinance and a certified copy of the full text of this Ordinance, along with the names of those City Council members voting for and against this Ordinance, shall be posted in the office of the City Clerk.

Section 8. If any section, subsection, clause or phrase in this Ordinance is for any reason held invalid, the validity of the remainder of this Ordinance shall not be affected thereby. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases or the application thereof be held invalid.

Section 9. This Ordinance shall take effect thirty (30) days after its final passage.

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

RICHARD A. DELAROSA, Mayor

ATTEST:

CAROLINA R. PADILLA, City Clerk

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP
CITY ATTORNEY

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STAFF REPORT

ITEM NO. 5

DATE: APRIL 19, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: BILL SMITH, CITY MANAGER

PREPARED BY: SABDI SANCHEZ, CHIEF DEPUTY CITY CLERK

SUBJECT: DESTRUCTION OF OBSOLETE RECORDS

RECOMMENDED ACTION

Staff recommends that the City Council approve and adopt Resolution No. R-26-16, authorizing the destruction of certain obsolete records.

BACKGROUND

On March 17, 2009, the City Council adopted Resolution R-09-09, establishing the City's new Records Retention and Destruction Policy. The policy provides the procedure for City staff to allow for destruction of any obsolete City records. These are records which have met or exceeded the legal retention period and are no longer needed by the City. The procedure requires the City Clerk's Office to submit a resolution, along with copies of destruction request forms, to the City Council for approval.

On March 21 and 22, 2016, City Clerk Staff spent half days at the City's Records Retention Center located at the Corporate Yard to inventory, log and index files surpassing the legal retention period. A total of 618 boxes were identified for destruction.

ISSUES/ANALYSIS

In a continuing effort to purge files that are no longer needed and in accordance with the City's policy and procedure for the retention and disposition of records and retention schedule, staff has submitted memorandums to the City Clerk's Office with lists of boxes containing obsolete records to be destroyed, in compliance with the retention policy. The City Clerk's Office has reviewed the obsolete records described in the requests and has confirmed with the City Attorney that the records meet the requirements of the City's policy for destruction. Staff has prepared the attached resolution for the City Council's approval to destroy the obsolete records described in the memorandums, which are attached as Exhibit "A" to the Resolution. Many of the obsolete documents staff is requesting to be destroyed are well past the end of their legal retention period.

FISCAL IMPACTS

Funds have been allocated in the Professional Services Account No. 100-6010-6010-2350 FY2015-16 budget for shredding services.

ALTERNATIVES

1. Provide alternative direction to staff.

ATTACHMENTS

1. Resolution No. R-26-16

RESOLUTION NO. R-26-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLTON AUTHORIZING THE DESTRUCTION OF CERTAIN OBSOLETE RECORDS

WHEREAS, on March 17, 2009, the City Council adopted Resolution No. R-09-09 which established the City of Colton Records Retention and Destruction Policy" ("the Policy"); and

WHEREAS, the Policy complies with all requirements of Government Code section 34090 et seq. for destruction of obsolete records; and

WHEREAS, the Policy requires that City staff must receive approval from the City Council by resolution and written consent from the City Attorney before destroying any obsolete City records; and

WHEREAS, City staff has gathered a number of records which have reached or exceeded the legally required retention period for such records and which are no longer needed by the City; and

WHEREAS, in accordance with the Policy, this Resolution is presented to the City Council for approval to destroy obsolete City records.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. The City records, documents, instruments, books or papers which are generally described and listed in Exhibit A," attached hereto and incorporated herein by reference, have reached or exceeded the legally required retention periods and are no longer required to be retained by the City:

(1) City Clerk Department Records
(2) Finance Department Records
(3) Customer Service Department Records
(4) Human Resources Department Records
(5) Police Department Records
(6) Economic Development (RDA)
(7) Community Services Department Records

SECTION 2. In accordance with the Policy and the requirements of Government Code section 34090 et seq., the City Council hereby authorizes the City Clerk to destroy the above described City records without making a copy thereof.

SECTION 3. The City Attorney's signature on this Resolution constitutes written consent, as required by the Policy and Government Code section 34090, for the destruction of the above described City records.

SECTION 4. This Resolution shall become effective upon its adoption.

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

RICHARD A. DELAROSA
Mayor

ATTEST:

CAROLINA R. PADILLA
City Clerk

APPROVED:

BEST BEST & KRIEGER LLP
City Attorney

EXHIBIT "A"

Requests for Destruction of Obsolete Records

City Clerk Department Records
Finance Department Records
Customer Service Department Records
Human Resources Department Records
Police Department Records
Economic Development (RDA)
Community Services Department Records

[Memos attached]

CITY OF COLTON

Request for Destruction of Obsolete Records

I am requesting approval to destroy records listed below:

Sabdi Sanchez, Chief Deputy City Clerk — Date: 3/24/16

BOX#	DESCRIPTION	DEPARTMENT	DESTRUCTION YEAR
778	Miscellaneous staff reports for 1993 and 1997	City Clerk	1999
823	Agenda packets 2011	City Clerk	2014
824	Agenda packets 2011	City Clerk	2014
825	Agenda packets 2012	City Clerk	2015
826	Agenda packets 2012	City Clerk	2015

(If additional space is needed to describe records, please attach additional pages)

APPROVED

City Attorney — Date: 4/5/16

The obsolete records described above were approved by the City Council for destruction on:

Date:_____ Resolution No._____

The obsolete records described above were destroyed under my supervision using the following method:

_____Shredding _____Burning _____Other(specify method)

I certify that such destruction meets the requirements of the City's Records Retention and Destruction Policy and all applicable requirements of State and Federal Law.

Sabdi Sanchez, Chief Deputy City Clerk — Date

CITY OF COLTON

INTEROFFICE MEMORANDUM

TO:	Deb Farrar, Community Services Director (Acting)
FROM:	Sabdi Sanchez, Chief Deputy City Clerk
SUBJECT:	Destruction of Obsolete Records
DATE:	March 23, 2016

In accordance with the City of Colton Records Retention and Destruction Policy approved by the City Council on March 17, 2009 (Resolution No. R-09-09), the City records, documents, instruments, books or papers described and listed on the attached, have reached or exceeded the legally required retention periods and are no longer required to be retained by the City.

Please review and sign below to approve the destruction of the records listed on the attached.

Deb Farrar, Community Services Director (Acting) — 23 March 2016 Date

APPROVED

Best, Best & Krieger, City Attorney — 4/5/16 Date

The obsolete records on the attached pages were approved by the City Council for destruction on:

Date:_____ Resolution No._____

The obsolete records on the attached pages were destroyed under my supervision using the following method:

_____Shredding _____Burning _____Other (specify method)

I certify that such destruction meets the requirements of the City's Records Retention and Destruction Policy and all applicable requirements of State and Federal law.

Sabdi Sanchez, Chief Deputy City Clerk — Date

BOX #	BOX CONTENTS DESCRIPTION	DEPARTMENT	DESTRUCTION YEAR
370	Latchkey/State Pre School	Community Services	2011
371	Latchkey Children Drop Files	Community Services	2011
372	Latchkey FY 2005-2006 Billing/Invoices	Community Services	2011
373	Latchkey FY 2004-2005 Childre Drop Files	Community Services	2011
374	Latchkey FY 2005-2006 Billing/Invoices	Community Services	2011
375	Latchkey/ State Pre- School FY 2005-2006 Auth for checks, staff leave reports, facility log	Community Services	2011
376	Latchkey/ State Pre-School Site	Community Services	2011
377	Latchkey FY 2005-2006 Children Drop Files	Community Services	2011
378	Latchkey FY 2005-2006 Children Timesheets	Community Services	2011
379	Latchkey 2005-2006 Batch out, change of notice, billing invoices 2004-2005, attendance reports	Community Services	2011
380	Latchkey/State Pre School FY 2005-2006 9500 state reports	Community Services	2011
381	Latchkey FY 2005-06 Children Drop Files	Community Services	2011
382	Latchkey FY 2005-06 Children Drop Files	Community Services	2011
383	State Pre-School enrollment FY 2005-06	Community Services	2011
384	Sierra Vista Files FY 2005-06	Community Services	2011
385	Pre-School Children files FY 07-08	Community Services	2013
386	Childhood Education, Auth of payrol, employee leave summary report, facility request, budget report, employee timesheet	Community Services	2013
387	Childcare session portfolios FY 07--08	Community Services	2013
388	Childcare Cooley Ranch 07-08	Community Services	2013
389	Childcare FY 07-08 AM portfolios	Community Services	2013
390	Childcare FY 06-07 SV Drop's & Data	Community Services	2013
391	Wilson 07-08 Drop-R	Community Services	2013
392	Latchkey FY 07-08 Batch out, receipts, deposits	Community Services	2013
393	Latchkey/Pre-School- Attendance & fiscal reports	Community Services	2013
394	Latchkey- children's files FY 07-08	Community Services	2013
395	Latchkey/PreSchool Account Payables FY 07-08	Community Services	2013
396	Latchkey- children's files FY 07-08	Community Services	2013
397	Latchkey- site monthly reports FY 07-08	Community Services	2013
398	Latchkey- Billing books FY 07-08	Community Services	2013
399	Preschool children files FY 07-08	Community Services	2013
400	Latchkey children files FY 07-08	Community Services	2013
450	Latchkey Drops A-G	Community Services	2014
451	Latchkey/Preschool/Tiny Tots FY 08-09 - Staff timesheets, employee leave summary report, expenditure status report, facility requests, authorization for payroll	Community Services	2014
784	Latchkey Drops G_M	Community Services	2014
785	Latchkey Drops	Community Services	2014

786	Latchkey/Pre School Site Monthly documentation of paperwork	Community Services	2014
787	Latchkey Children timecards	Community Services	2013
788	Latchkey Drops R-Z	Community Services	2014
789	Lathchkey Drops M-R	Community Services	2014
790	Latchkey/Pre School State monthly reports	Community Services	2014
791	Latchkey Childrens timecards Jan-Jun	Community Services	2014
792	Latchkey Childrens timecards July-December	Community Services	2014
793	Latchkey Billing books, drops books	Community Services	2014
794	Latchkey Drops	Community Services	2014
795	Pre Schol/Tiny Tots - Accounts Payable	Community Services	2014
796	Latchkey- receipts, batch outs, billing information, O.C.C.C., Attendance reports, 801-A reports	Community Services	2014
797	Latchkey Accounts payable	Community Services	2014
813	Sierra Vista Preschool AM Portfolios FY08-09	Services/Childcare	
814	Child files AM FY08-09	Services/Childcare	
815	Child files PM FY08-09	Services/Childcare	
816	Sierra Vista Preschool PM Portfolios FY08-09	Services/Childcare	
817	Childcare miscellaneous files ranging from 2004-2013	Services/Childcare	
818	Children's timesheets Jul 2003 - Feb 2004 FY03-04	Services/Childcare	
827	Latchkey children timesheets continued FY05-06	Services/Childcare	2011
828	Sierrra Vista Preschool AM/PM files FY 08-09	Services/Childcare	
829	Latchkey dropped files 05-06, Collections 05-06, Eligibility waiting list	Community Services/Childcare	2011
830-855	Variety of documents from Recreation and ECE such as registration forms, permission forms, financial data and insurance documents	Community Services/Childcare	

TOTAL BOXES = 81

CITY OF COLTON

INTEROFFICE MEMORANDUM

TO:	Mark Owens, Police Chief
FROM:	Sabdi Sanchez, Chief Deputy City Clerk
SUBJECT:	Destruction of Obsolete Records
DATE:	March 23, 2016

In accordance with the City of Colton Records Retention and Destruction Policy approved by the City Council on March 17, 2009 (Resolution No. R-09-09), the City records, documents, instruments, books or papers described and listed on the attached, have reached or exceeded the legally required retention periods and are no longer required to be retained by the City.

Please review and sign below to approve the destruction of the records listed on the attached.

Mark Owens, Police Chief — 3-24-16 Date

APPROVED

Best, Best & Krieger, City Attorney — 4/5/16 Date

The obsolete records on the attached pages were approved by the City Council for destruction on:

Date:_____ Resolution No._____

The obsolete records on the attached pages were destroyed under my supervision using the following method:

_____Shredding _____Burning _____Other (specify method)

I certify that such destruction meets the requirements of the City's Records Retention and Destruction Policy and all applicable requirements of State and Federal law.

Sabdi Sanchez, Chief Deputy City Clerk — Date

BOX #	BOX CONTENTS DESCRIPTION	DEPARTMENT	DESTRUCTION YEAR
749	Police reports 910505610-910505950	Police	2012
750	Police reports 910507851-910508210	Police	2012
751	Police reports 910506715-910507138	Police	2012
752	Police reports 910508918-910509292	Police	2012
753	Police reports 910507138-910507538	Police	2012
754	Police reports 910514916-910515189	Police	2012
755	Police reports 910512336-910512690	Police	2012
756	Police reports 910511122-910511550	Police	2012
757	Police reports 910512691-910513098	Police	2012
758	Police reports 910513490-910513859	Police	2012
759	Police reports 910508531-910508917	Police	2012
760	Police reports 910511551-910511949	Police	2012
761	Police reports 910510456-910510770	Police	2012
762	Police reports 910513861-910514242	Police	2012
763	Police reports 910505284-910505609	Police	2012
764	Police reports 910513100-910513489	Police	2012
765	Police reports 910510035-910510455	Police	2012
766	Police reports 910510771-910511121	Police	2012
767	Police reports 910504932-910505283	Police	2012
768	Police reports 910505951-910506359	Police	2012
769	Police reports 910507539-910507850	Police	2012
770	Police reports 910509661-910510034	Police	2012
771	Police reports 910514244-910514580	Police	2012
772	Police reports 910108211-910508530	Police	2012
773	Police reports 910514581-910515915	Police	2012
774	Police reports 910511950-910512335	Police	2012
776	Police reports 910506360-910506713	Police	2012
777	Police reports 910509293-910509660	Police	2012

TOTAL BOXES = 28

CITY OF COLTON

INTEROFFICE MEMORANDUM

TO:	David Kolk, Electric Utility Director
FROM:	Sabdi Sanchez, Chief Deputy City Clerk
SUBJECT:	Destruction of Obsolete Records
DATE:	March 23, 2016

In accordance with the City of Colton Records Retention and Destruction Policy approved by the City Council on March 17, 2009 (Resolution No. R-09-09), the City records, documents, instruments, books or papers described and listed on the attached, have reached or exceeded the legally required retention periods and are no longer required to be retained by the City.

Please review and sign below to approve the destruction of the records listed on the attached.

_____ _____
David Kolk, Electric Utility Director Date

Nicole Mihld 3-24-16
Nicole Mihld, Customer Services Manager Date

APPROVED

_____ 4/5/16
Best, Best & Krieger, City Attorney Date

The obsolete records on the attached pages were approved by the City Council for destruction on:

Date:_____ Resolution No._____

The obsolete records on the attached pages were destroyed under my supervision using the following method:

_____Shredding _____Burning _____Other (specify method)

I certify that such destruction meets the requirements of the City's Records Retention and Destruction Policy and all applicable requirements of State and Federal law.

_____ _____
Sabdi Sanchez, Chief Deputy City Clerk Date

BOX #	BOX CONTENTS DESCRIPTION	DEPARTMENT	DESTRUCTION YEAR
421	Payment stubs Jan 2 - Jan 4 2006, 12/18/2006 - 12/21/2006	Customer Service	2013
422	1/30/07 - 1/31/07, 1/8/07 - 1/10/07, 10/25/06 - 10/30/06	Customer Service	2013
423	Payment stubs 1/18/07-1/22/07, 2/21/07-2/26/07	Customer Service	2013
424	Payment stubs 2/5/07-2/7/07, 2/1/07-2/5/07, 12/7/06-12/21/06	Customer Service	2013
425	Payment stubs 3/1/07-3/5/07, 4/25/07-4/30/07, 2/28-07	Customer Service	2013
426	Payment stubs 10/13/16-10/17/06, 12/21/06-12/27/06	Customer Service	2013
427	payment stubs 1/10/07-1/16/07, 2/7/07-2/9/07	Customer Service	2013
428	Payment stubs 11/28/06-12/1/06, 9/9/06-9/18/06	Customer Service	2013
429	Payment stubs 10/23/06, 10/24/06-10/25/06, 11/08-09/06, 11/07/06-11/08/06	Customer Service	2013
430	Payment stubs 11/06/06-11/14/06, 2/26/07-2/27/07	Customer Service	2013
431	Payment stubs 1/22/07, 1/25/07, 5/24/07-5/30/07, 3/15/07-3/21/07	Customer Service	2013
432	Payment stubs 6/7/07-6/11/07, 6/5/07-6/7/07, 3/1/07-3/5/07	Customer Service	2013
433	Payment stubs 2/21/07-2/26/07, 12/14/06-12/18/06, 2/12/07-2/13/07	Customer Service	2013
434	12/12-12/13/06 payment stubs, 10/11-10/12/06 ,	Customer Service	
435	payment stubs 7/14-7/23/08	Customer Service	
461	payment stubs 1/24/07-1/29/07 and 4/23-4/25/07 and 5/1-5/3/07	Customer Service	2013
462	payment stubs 3/15-3/21/07, 5/4-5/8/07	Customer Service	2013
463	pyament stubs 4/2-4/3/07, 3/27-3/30/07 and 6/25-6/27/07	Customer Service	2013
464	payment stubs 4/23-4/25/07, 6/12-6/19/07	Customer Service	2013
465	payment stubs 1/16-1/18/07, 3/7-3/12/07, 4/5-4/10/07	Customer Service	2013
466	payment stubs 3/30, 4/5-10/07, 4/12-4/17/07	Customer Service	
467	payment stubs 3/5-37/07, 4/10-13/07, 5/17-5/22/07	Customer Service	
468	payment stubs 3/12/07, 5/22-25/07	Customer Service	

469	payment stubs 4/17-20/07, 5/14-5/16/07	Customer Service	
470	pament stubs 5/22/07, 12/4/06 to 12/6/06, 6/15/6/22/07	Customer Service	
474	Payment stubs 11/30/09-12/1/09	Customer Service	2015
475	Payment stubs 11/19/09-11/25/09	Customer Service	2015
476	Payment stubs 2009	Customer Service	2015
477	payment stubs 6/24/09-6/29/09	customer service	2012
478	Payment stubs 2009	Customer Service	2015
479	payment stubs 7/30/09-8/4/09	Customer Service	2015
480	payment stubs 11/20/06-11/21/06	customer service	2012
481	payment stubs 1/4/09-1/8/09	customer service	2012
482	Payment Stubs 2009	Customer Service	2015
483	payment stubs 8/17/09-8/20/09	customer service	2012
484	payment stubs 6/29/09-7/2/09	customer service	2012
485	payment stubs 5/9/07-5/14-07	customer service	2012
486	payment stubs 3/26/07-3/28/07	customer service	2012
487	payment stubs 3/21/07-3/23/07	customer service	2012
488	Payment Stubs 2009	Customer Service	2015
489	payment stubs 7/9/09-7/14/09	customer service	2013
490	payment stubs 10/30/06-11/1/06	customer service	2012
491	payment stubs 10/18/06-10/23/06	customer service	2012
492	payment stubs 8/9/06-8/14/06	customer service	2012
495	Payment stubs 2006 - 2009	customer service	2015
496	Payment stubs 2006 - 2009	customer service	2015
497	Payment stubs 2006 - 2009	customer service	2015

498	Payment stubs 2006 - 2009	customer service	2015
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519	Payment stubs 2006 - 2009	customer service	2015
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546	Payment stubs 2006 - 2009	customer service	2015
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556	Payment stubs 2006 - 2009	customer service	2015
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558	Payment stubs 2006 - 2009	customer service	2015
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562	Payment stubs 2006 - 2009	customer service	2015
563	Payment stubs 2006 - 2009	customer service	2015
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565	Payment stubs 2006 - 2009	customer service	2015
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577	Payment stubs 2006 - 2009	customer service	2015
578	Payment stubs 2006 - 2009	customer service	2015
579	Payment stubs 2006 - 2009	customer service	2015
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581	Payment stubs 2006 - 2009	customer service	2015
582	Payment stubs 2006 - 2009	customer service	2015
583	Payment stubs 2006 - 2009	customer service	2015
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587	Payment stubs 2006 - 2009	customer service	2015
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589	Payment stubs 2006 - 2009	customer service	2015
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592	Payment stubs 2006 - 2009	customer service	2015
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594	Payment stubs 2006 - 2009	customer service	2015
595	Payment stubs 2006 - 2009	customer service	2015
596	Payment stubs 2006 - 2009	customer service	2015
597	Payment stubs 2006 - 2009	customer service	2015
598	Payment stubs 2006 - 2009	customer service	2015
599	Payment stubs 2006 - 2009	customer service	2015
600	Payment stubs 2006 - 2009	customer service	2015
601	Payment stubs 2006 - 2009	customer service	2015
602	Payment stubs 2006 - 2009	customer service	2015
NO BOX NUMBER	133 payment stubs FOR 06-09	Customer Service	

TOTAL BOXES = 284

CITY OF COLTON

INTEROFFICE MEMORANDUM

TO:	Arthur Morgan, Economic Development Manager
FROM:	Sabdi Sanchez, Chief Deputy City Clerk
SUBJECT:	Destruction of Obsolete Records
DATE:	March 23, 2016

In accordance with the City of Colton Records Retention and Destruction Policy approved by the City Council on March 17, 2009 (Resolution No. R-09-09), the City records, documents, instruments, books or papers described and listed on the attached, have reached or exceeded the legally required retention periods and are no longer required to be retained by the City.

Please review and sign below to approve the destruction of the records listed on the attached.

_____ March 24, 2016
Arthur Morgan, Economic Development Manager — Date

_____ _____
Christina Elshof, Project Manager II — Date

APPROVED

_____ 4/5/16
Best, Best & Krieger, City Attorney — Date

The obsolete records on the attached pages were approved by the City Council for destruction on:

Date:_____ Resolution No._____

The obsolete records on the attached pages were destroyed under my supervision using the following method:

_____Shredding _____Burning _____Other (specify method)

I certify that such destruction meets the requirements of the City's Records Retention and Destruction Policy and all applicable requirements of State and Federal law.

_____ _____
Sabdi Sanchez, Chief Deputy City Clerk — Date

BOX #	BOX CONTENTS DESCRIPTION	DEPARTMENT	DESTRUCTION YEAR
471	RDA Trustee Recons FY 09-10	RDA	2015
472	RDA Trustee Recons FY 06-07	RDA	2012
473	CFD Trustee Recons, CFD Bank statements FY 09-10, CFD Willdan Annual Report 2008-2010	RDA	2015
676	RDA Trustee Recons FY08	RDA	2013

TOTAL BOXES = 4

CITY OF COLTON

INTEROFFICE MEMORANDUM

TO:	Anita Agramonte, Finance Director
FROM:	Sabdi Sanchez, Chief Deputy City Clerk SS
SUBJECT:	Destruction of Obsolete Records
DATE:	March 23, 2016

In accordance with the City of Colton Records Retention and Destruction Policy approved by the City Council on March 17, 2009 (Resolution No. R-09-09), the City records, documents, instruments, books or papers described and listed on the attached, have reached or exceeded the legally required retention periods and are no longer required to be retained by the City.

Please review and sign below to approve the destruction of the records listed on the attached.

Anita Agramonte, Finance Director — 3/31/16 Date

Ted Cooper, Human Resources Manager — 4 Apr 16 Date

APPROVED

Best, Best & Krieger, City Attorney — 4/5/16 Date

The obsolete records on the attached pages were approved by the City Council for destruction on:

Date:_____ Resolution No._____

The obsolete records on the attached pages were destroyed under my supervision using the following method:

_____Shredding _____Burning _____Other (specify method)

I certify that such destruction meets the requirements of the City's Records Retention and Destruction Policy and all applicable requirements of State and Federal law.

Sabdi Sanchez, Chief Deputy City Clerk — Date

BOX #	BOX CONTENTS DESCRIPTION	DEPARTMENT	DESTRUCTION YEAR
401	Recruitment Files	HR	2012
402	Recruitment Files	HR	2012
403	Recruitment Files	HR	2012
404	Recruitment Files	HR	2012
405	Recruitment Files	HR	2012
406	Recruitment Files	HR	2012
407	Recruitment Files	HR	2012
408	Recruitment Files	HR	2012
409	Recruitment Files	HR	2012
410	Recruitment Files	HR	2012
411	Recruitment Files	HR	2012
412	Recruitment Files	HR	2012
413	Recruitment Files	HR	2012
414	Employee Files - Kreske, Johnathan, Lee Tie, Lizarde Laura, Lopez Nicomedes, Malgra David, Medina Junior, Mendoza Johnanathan, Montez aka Esparza R, Morales Carlos, Moran Heather, Morgan Elizabeth, Ochiqui Javier, Ortega Erica, Palomino Jr. Francisco, Smith Imelda, Stone Riann, Tusant Christopher P,	HR	2013
415	Recruitment Files	HR	2012
416	Recruitment Files	HR	2012
417	Recruitment Files	HR	2012
418	Recruitment Files	HR	2012
419	Recruitment Files	HR	2012
420	Recruitment Files	HR	2012
493	MOUs and Negotiations 2004 Set 2	HR	2007
494	MOUs and Negotiations 2004 Set 1	HR	2007
603	General Liability claims 2001	HR	2011
708	Recruitment files FY08-09	HR	2011
738	Pre-employment I9 documents	HR	2013
741	Pre-employment EDD records	HR	2013
746	Personnel files A-M 2007	HR	2009
747	Recruitment files 2010	HR	2013
811	Employee documents	HR	2009

TOTAL BOXES = 29

CITY OF COLTON

INTEROFFICE MEMORANDUM

TO:	Anita Agramonte, Finance Director
FROM:	Sabdi Sanchez, Chief Deputy City Clerk
SUBJECT:	Destruction of Obsolete Records
DATE:	March 23, 2016

In accordance with the City of Colton Records Retention and Destruction Policy approved by the City Council on March 17, 2009 (Resolution No. R-09-09), the City records, documents, instruments, books or papers described and listed on the attached, have reached or exceeded the legally required retention periods and are no longer required to be retained by the City.

Please review and sign below to approve the destruction of the records listed on the attached.

_____ 4/4/16
Anita Agramonte, Finance Director Date

APPROVED

_____ 4/5/16
Best, Best & Krieger, City Attorney Date

The obsolete records on the attached pages were approved by the City Council for destruction on:

Date:_____ Resolution No._____

The obsolete records on the attached pages were destroyed under my supervision using the following method:

_____Shredding _____Burning _____Other (specify method)

I certify that such destruction meets the requirements of the City's Records Retention and Destruction Policy and all applicable requirements of State and Federal law.

_____ _____
Sabdi Sanchez, Chief Deputy City Clerk Date

BOX #	BOX CONTENTS DESCRIPTION	DEPARTMENT	DESTRUCTION YEAR
436	Finance FY 2009-2010 UUT	Finance	2015
437	FY 2009-2010 Revenue	Finance	2015
438	Vendor files 45540-46665	Finance	2013
439	vendor files 38079-43438	Finance	2014
440	vendor files BBK 001527 FY 09-10	Finance	2014
441	vendor files 43520-45536 FY 09-10	Finance	2014
442	vendor files 904-3071 FY09-10	Finance	2014
443	vendor files 205-ATT Pacific Alarm, 234-Squires FY 09-10	Finance	2014
444	vendor files 2823-16-765 FY 09-10	Finance	2014
445	vendor files 3079-3817 FY 09-10	Finance	2014
446	vendor files Sprint and Arrowhead Water FY 09-10	Finance	2014
447	vendor files 16809-25906 FY 09-10	Finance	2014
448	vendor files 48506-49474 FY 08-09	Finance	2013
449	vendor files 44956, 45027 and 45033	Finance	2013
452	Finance FY 08-09 cash receipts revenue 10/21/08-11/3/08	Finance	2014
453	cash receipts FY 09-10 cash receipts 11/5/09-11/19/09	Finance	2015
454	FY 09-10 cash receipts 11/23/09-12/03/09	Finance	2015
455	vendor files 26131-38036 FY09-10	Finance	2014
456	FY 09-10 cash receipts 12/7/09-12/17-09	Finance	2015
457	vendor files 110-681 FY 09-10	Finance	2014
604	Cash receipts 6/8-09 - 6/10/09 FY 08-09	Finance	2014
605	Cash receipts 3/9/09 - 3/16/09 FY 08-09	Finance	2014
606	Cash receipts 8/28/08-9/10/08 FY08-09	Finance	2014
608	Cash receipts 8/6/08-8/15/08 FY 08-09	Finance	2014
609	Cash receipts 8/18/08-8/27/08 FY 08-09	Finance	2014
610	Cash receipts 7/14/08-7/23/08 FY08-09	Finance	2014
611	Cash receipts revenue 11/4/08-11/14/08 FY08-09	Finance	2014
612	Cash receipts 3/17/09-3/26/09 FY08-09	Finance	2014
613	Cash receipts revenue 12/1/08-12/10/08 FY08-09	Finance	2014
614	Vendor files 46028 FY09-10	Finance	2014
615	vendor files 92931 FY09-10	Finance	2014
616	cash receipts revenue 1/13/09-1/26/09 FY08-09	Finance	2014
617	vendor files 92675-92995, Accounts Payable FY 08-09	Finance	2013
618	vendor files 92585-92572 accounts payable FY 08-09	Finance	2013
619	cash receipts 7/1/08-7/11/08 FY08-09	Finance	2014
620	accounts payable FY08-09 - 93122-93395	Finance	2014
621	cash receipts revenue 12/28/-08-1/12/09 FY 08-09	Finance	2014
622	cash receipts 3/27/09-4/13/09 FY08-09	Finance	2014
623	AP FY 08-09 vendor files 92998-93121	Finance	2013
625	vendor files 157, 160, 41081 FY09-10	Finance	2014
626	vendor files 1527 FY09-10	Finance	2014
627	vendor files 45098 FY09-10	Finance	2014
628	revenue FY09-10	Finance	2015
629	UUT FY08-09	Finance	2014
630	cash receipts 7/24/08-08/05/08 FY08-09	Finance	2014
631	revenues FY08-09	Finance	2014

632	vendor files 46028 FY09-10	Finance	2014
633	cash receipts revenue 9/24/08-10/6/08 FY08-09	Finance	2015
634	cash receipts 10/7/08-10/20/08 FY08-09	Finance	2014
635	cash receipts revenue 11/17/08-11/26/08 FY08-09	Finance	2014
636	cash receipts 9/11/08-9/23/08 FY08-09	Finance	2014
637	Payroll 10/24/04, 11/5/04, 11/19/04,	Finance	2000
638	9/10/04, 9/24/04, 10/8/04 Payroll	Finance	2000
639	PERS Retirement 2006, Standard Insurance 2006	Finance/Payroll	2012
640	State and Federal Taxes July-Dec 2005, Direct Deposit ICMA July-Dec 2005, Direct Dep ICMA Aug 04 - June 05	Finance/Payroll	2011
641	Timesheets, report, backup May 12, 2000, May 26, 2000	Finance/Payroll	2006
642	Vendor files 80918-92164 FY08-09	finance	2013
643	vendor files 92166-92322 FY08-09	finance	2013
645	Lincoln PERS Retirement FY05	Finance	2011
646	PPE 3/17/2000 Reports	Finance/Payroll	2006
647	vendor files 1527 Box 2 of 3 FY08-09	Finance	2013
648	AP FY 05-06	Finance	2011
649	PERS 03-04	Finance	2000
650	PERS FY99-2000	Finance	2006
651	Final checklisting computer loans, benesyst retirees, benesyst active, void checks, lincoln financial, direct deposit, ICMA Jan-June	Finance/Payroll	2012
652	cash receipts 1/5-12/04	Finance	2009
653	State Street 04, Lincoln deferred comp 04, ICMA deferred comp 04	Finance/Payroll	2010
654	vendor files 1527 box 1 of 3 FY08-09	Finance	2013
655	vendor files 50064-50096 FY08-09	Finance	2013
656	8/9/04, 8/27/04, 8/13/04 Payroll	Finance/Payroll	2011
657	Canada Life, Delta, Health Net, Kaiser, Trans America, United Concordia, Lina, Colonial Life, Lincoln Life, ICMA, State Street Trust, Salary benefit report, education incentive rate report FY99-2000	Finance	2006
658	Calcards FY05-06, Check date May 20, 2005	Finance	2013
659	vendor files 161-224 FY08-09	Finance	2013
660	term employees A-H	Finance	2013
662	Bank statements, daily reports, balance reports July-Dec FY 05-06	Finance	2012
663	vendor files 1527 3 of 3 FY08-09	Finance	2012
664	End AR 2006 FY05-06	Finance	Jul-05
665	vendor files 230-367 FY07-08	Finance	2012
666	bank receipts Mar-Jun 2008 FY07-08	Finance	2014
667	PERS reports Jan-Dec 1990	Finance	1996
668	PERS reports Jan-Dec 1989	Finance	1995
669	Federal and State Tax Reports Jan-Jun 2004, 2003 and Jul-Dec 2003	Finance	2011
670	Accounts Receivable	Finance	2011
671	Wires FY09-10	Finance	2014
672	vendor files CBC FY08-09	Finance	2013
673	PERS Nov 1990 - Apr 1991	Finance	1997
674	Vendor files 46028 Box 3 of 4 FY08-09	Finance	2013
675	voucher list 6/6/06 and 6/28/07	Finance	2013
677	vendor files 46028 box 2 of 4 FY08-09	Finance	2013
678	vendor files 92931 box 1 of 2	finance	2013

679	vendor files 1712 and 1795 FY08-09	finance	2013
680	Calcards checkdate 12/2/05 and 1/3/06 FY05-06	Finance	2013
681	vendor files 92165 FY08-09	Finance	2013
682	voided checks FY08-09	Finance	2013
683	vendor files 41081 FY08-09	Finance	2013
684	Trustee statements	Finance	2011
685	vendor files 110-160 FY08-09	Finance	2013
686	vendor files 46028 box 4 of 4 FY08-09	Finance	2013
687	vendor files 92931 box 2 of 2 Fy08-09	Finance	2013
688	Calcard 05-06	Finance	2011
689	Trustee Statements Reconcilliation and bank statements 2005	Finance	2011
690	Term employees A-H	Finance	2013
691	Trustee statements and bank statements 2005	Finance	2011
692	vendor 46028 box 1 of 4 FY 08-09	Finance	2013
693	vendor 234 FY08-09	Finance	2013
694	vendor files 45098 FY08-09	Finance	2013
695	bank reconcilliations Feb-Jun 2009 FY08-09	Finance	2015
696	cash receipts 10/7/09 - 10/21/09 FY09-10	Finance	2015
697	bank receipts Jul 08-Jan09 FY08-09	Finance	2015
698	cash receipts Sep 8-Sep21, 2009 FY09-10	Finance	2015
699	Journal entries Dec 07 - Jan 08 FY07-08	Finance	2015
700	Journal entries Apr - May 2008 FY07-08	Finance	2015
701	Journal entries Feb-March 2008 FY07-08	Finance	2015
702	Journal entries Sept-Nov 2007 FY07-08	Finance	2015
703	CBCs FY09-10	Finance	2014
704	AP vendors 45646-46044 FY08-09	Finance	2014
705	AP wires box 1 of 2 FY08-09	Finance	2013
706	AP vendor files 46062-47220 FY08-09	Finance	2013
707	AP vendor files 35315-40770 FY08-09	Finance	2013
709	Cash receipts Dec 21, 09 - Jan 5, 2010 FY09-10	Finance	2015
710	cash receipts 1/6/10-1/19/10 FY09-10	Finance	2015
711	cash receipts 1/20-2/2/10 FY09-10	Finance	2015
712	cash receipts 2/3-2/17, 2010 FY09-10	Finance	2015
713	cash receipts 2/18-3/3/2010 FY09-10	Finance	2015
714	cash receipts 3/4-3/17/2010 FY09-10	Finance	2015
715	cash receipts 6/24-6/30, 2010 FY09-10	Finance	2015
716	cash receipts 6/1-6/10, 2010 FY09-10	Finance	2015
717	cash receipts 3/18-4/1/2010 FY09-10	Finance	2015
718	cash receipts 8/24-9/3, 2009 FY09-10	Finance	2015
719	cash receipts 2/19-3/3, 2009 FY08-09	Finance	2014
720	vendor files 205, 276,1712, 1795 FY09-10	Finance	2014
721	cash receipts 7/15-7/27, 2009 FY09-10	Finance	2015
722	cash receipts 7/1-7/14, 2009 FY09-10	Finance	2015
723	cash receipts 1/27-2/5, 2009 FY08-09	Finance	2014
724	cash receipts 6/1-6/23, 2009 FY08-09	Finance	2014
726	cash receipts 8/11/09 - 8/20/09 FY09-10	Finance	2015
727	cash receipts 7/28-8/10, 2009 FY09-10	Finance	2015
728	cash receipts 6/24-6/30, 2009 FY08-09	Finance	2014

730	receipts for Centerpoint carwash FY10-11	Finance	2015
732	cash receipts 9/22-10/6, 2009 FY09-10	Finance	2015
734	Wires FY10-11	Finance	2015
735	cash receipts Feb 6-Feb 18, 2009	Finance	2015
736	AP 05-06	Finance	2000
737	Journal entries Dec 2008 and Feb 2009 FY08-09	Finance	2015
739	bank receipts Jul 07 - Feb 08 FY07-08	Finance	2014
740	vendor files 3661-3817	Finance	2013
742	AP vendors 49475-50231	Finance	2013
743	AP vendors 28103-34689 FY08-09	Finance	2013
744	bank receipts Jul-Dec 2006 FY06-07	Finance	2013
745	AP vendors 50232-57507 FY08-09	Finance	2013
748	Vendor files 92324-92583	Finance	2013
775	Invoices for FY 06-07 and FY07-08	Finance	
779	Cash Receipts 05/03-05/13/2010	Finance	2015
780	cash receipts 04/15-04/29/2010	Finance	2015
781	cash receipts 05/17-05/27/10	Finance	2015
782	cash receipts 06/14-06/23/10	Finance	2015
798	Vendors 25906-27892	Finance	2013
799	Vendors 681-1431	Finance	2013
800	Vendors 18487-25885	Finance	2013
801	Vendor Files 234	Finance	2013
802	Vendor Files 15809-18474	Finance	2013
803	Vendor Files 40931-43438	Finance	2013
804	Vendors 1453-3123	Finance	2013
805	Vendors 292-635	Finance	2013
806	Vendors 3132-3660	Finance	2013
807	Vendors 2714-15748	Finance	2013
808	Payroll timesheets Jan, Feb, Mar 2010	Finance	2011
809	Timesheets 12/30/08, 9/11/08, 12/4/08, 9/29/08, 11/6/08, 1/5/09	Finance	2015
810	Payroll timesheets, Jun, July 2010	Finance	2011
812	Payroll timesheets Mar, Apr, May 2010	Finance	2011
819	Vouchers 2007	Finance	
820	Cash receipts Aug and Nov 2006, March 2008, June 2010	Finance	
821	State and Federal Tax Reports Jan-Jun 2005	Finance	2011
822	Invoices for FY 06-07, 07-08 and 08-09	Finance	
830	2009 Timesheets	Finance	

TOTAL BOXES = 187

STAFF REPORT

ITEM NO. 6

DATE:	APRIL 19, 2016
TO:	HONORABLE MAYOR AND CITY COUNCIL MEMBERS
FROM:	BILL SMITH, CITY MANAGER
PREPARED BY:	MARK OWENS, CHIEF OF POLICE FOR:
SUBJECT:	APPROVAL OF THE 2015 BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) AND ITS ACCOMPANYING MOU

RECOMMENDED ACTION

It is recommended that the City Council approve and adopt Resolution No. R-27-16, authorizing the acceptance of the 2015 Edward Byrne Memorial Justice Assistance Grant (JAG) in the amount of $13,280 along with its accompanying MOU with the County of San Bernardino.

BACKGROUND

The Edward Byrne Memorial Justice Assistance Grant Program is the primary provider of federal criminal justice funding to state and local jurisdictions. The formula for the distribution of funds is based on each city's population, their Part One Crimes and direct allocations to state and local governments. The City of Colton's allocation has been determined to be $13,280. These grant funds must be expended for law enforcement purposes only. The grant cannot be used to purchase weapons, ballistic vests, or to supplant equipment. The agreement must be submitted to the County of San Bernardino in a timely matter to ensure receipt of our allocation.

ISSUES/ANALYSIS

In order to receive these funds, the City will enter into an agreement with the County of San Bernardino to apply for and administrate the distribution of the allocations upon their receipt. The County will retain 5%, or $664 of the City's allocation for this service, leaving the City $12,616. These funds must be utilized for law enforcement purposes only. The Police Department anticipates utilizing our allocation for an internal camera surveillance system. The internal surveillance system with a video/audio recording computer server, software, hardware and related equipment will provide transparency and mitigation for false excessive use of force complaints against officers, reducing unnecessary expenditures of law enforcement time and public resources that could better be applied toward more productive efforts in support of public safety and criminal justice. The system has the capability to leverage future law enforcement

efforts by integrating additional cameras for the police station, evidence storage warehouse, school campus safety and other city-wide surveillance.

The department has allotted in the 2015/16 Fiscal Year budget, Federal Asset Seizure funds to complete the purchase of this surveillance system through a GSA contract with Convergint Technologies.

Total cost of project	$40,131.03
2015 JAG Grant	$12,616.00
Federal Asset Seizure	$27,515.03

FISCAL IMPACTS

Revenue Account 225-5891-015 and Expenditure Account 226-6070-7004-4930-0000-015 are to be used for acceptance and use of the award in the amount of $12,616.00.

Funds in Federal Asset Seizure account number 261-6070-6083-2301 will be used to complete this project in the amount of $27,515.03.

ALTERNATIVES

1. Provide alternative direction to staff.

ATTACHMENTS

1. Resolution No. R-27-16
2. MOU between the City of Colton and the County of San Bernardino concerning the distribution of the award.

RESOLUTION NO. R-27-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLTON AUTHORIZING THE ACCEPTANCE OF THE 2015 EDWARD BYRNE MEMORIAL JUSTICE GRANT IN THE AMOUNT OF $13,280 FROM SAN BERNARDINO COUNTY FOR 2015/2016 FISCAL YEAR BUDGET.

WHEREAS, The Budget for the City of Colton for the Fiscal Year commencing July 1, 2015, and ending June 30, 2016, was approved and adopted; and

WHEREAS, The approved budget is in accordance with all applicable ordinances of the City and all applicable statutes of the State; and

WHEREAS, on February 23, 2016, the Edward Byrne Memorial Justice awarded a grant in the amount of $13,280 to the City of Colton Police Department for the purchase of surveillance equipment that would enhance the Police Department's ability to provide transparency and mitigation for false excessive use of force complaints against officers.

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

SECTION 1: It is necessary to approve and accept this 2015 EDWARD BYRNE MEMORIAL JUSTICE GRANT in the amount of $13,280, less the County of San Bernardino's administrative fee of $664, to the Revenue Account 225-5891-015.

SECTION 2: It is necessary to make an amendment to the 2015/16 Fiscal Year Budget, appropriating funs to account number 225-6070-7004-4930-0000-015 in the amount of $12,616.

SECTION 3: The amendment is hereby approved, adopted and incorporated herein.

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

Richard A. DeLaRosa, Mayor

ATTEST:

Carolina P. Padilla
City Clerk

SAN BERNARDINO COUNTY

F A S

CONTRACT TRANSMITTAL

FOR COUNTY USE ONLY

☒ New ☐ Change ☐ Cancel	FAS Vendor Code	SC	Dept. LNJ	A	Contract Number 15-364
ePro Vendor Number					ePro Contract Number
County Department: Law and Justice Group		Dept. LNJ	Orgn. LNJ		Contractor's License No.
County Department Contract Representative: Michael Fermin, Chairman		Telephone (909)382-3669			Total Contract Amount $582,145

Contract Type: ☐ Revenue ☐ Encumbered ☐ Unencumbered ☒ Other: Interlocal Agreement

If not encumbered or revenue contract type, provide reason:

Commodity Code	Contract Start Date	Contract End Date	Original Amount	Amendment Amount
	6/23/15	9/30/18	$582,145	

Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
SDZ	LNJ	2015	300	3000	2015.JAG	$481,673
SDZ	LNJ	2015	541	5012	2015.JAG	$71,365
SDZ	LNJ	2015	541	5010	2015.JAG	$29,107

Project Name	Estimated Payment Total by Fiscal Year					
	FY	Amount	I/D	FY	Amount	I/D
2015 JAG	2015/16	$582,145				

CONTRACTOR U.S. Department of Justice, Bureau of Justice Assistance

Federal ID No. or Social Security No. 95-6002748

Contractor's Representative Zephyr Fraser, State Policy Advisor

Address 810 Seventh Street, NW, Fourth Floor, Washington, DC 20531 Phone (202) 616-0416

Nature of Contract: *(Briefly describe the general terms of the contract)*
Agreement between the County, the town of Apple Valley, and the cities of Adelanto, Barstow, Chino, Colton, Fontana, Hesperia, Highland, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Upland, and Victorville as disparate jurisdictions for the 2015 Justice Assistance Grant (JAG). JAG requires disparate jurisdictions to enter into a Memorandum of Understanding (MOU) that outlines who will serve as the applicant/fiscal agent for the joint funds. The MOU provides for allocations to the participating agencies in the amount of $582,145, and $71,366, for the county. The MOU also provides for a 5% administrative fee of $29,107, which will be used to offset staffing expenses for the Law and Justice Group. No matching funds are required. The term of the agreement is from June 23, 2015, through September 30, 2018.

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

Approved as to Legal Form (sign in blue ink)	Reviewed as to Contract Compliance	Presented to BOS for Signature
► Phebe W. Chu	►	►
Phebe W. Chu, County Counsel		Michael Fermin, Chair
Date 6-2-2015	Date	Date 6/15/15

Auditor-Controller/Treasurer/Tax Collector Use Only		CAO Use Only	
☐ Contract Database ☐ FAS		Not required for mid fiscal year cancellations	
Input Date	Keyed By	Effective Date	Analyst Initials

INTERLOCAL AGREEMENT
BETWEEN THE TOWN OF APPLE VALLEY, THE CITIES OF ADELANTO, BARSTOW, CHINO, COLTON, FONTANA, HESPERIA, HIGHLAND, MONTCLAIR, ONTARIO, RANCHO CUCAMONGA, REDLANDS, RIALTO, SAN BERNARDINO, UPLAND, VICTORVILLE, AND THE COUNTY OF SAN BERNARDINO, CA

CONCERNING DISTRIBUTION OF THE
2015 JUSTICE ASSISTANCE GRANT AWARD

This Agreement is made and entered into this 23rd day of June, 2015, by and between THE COUNTY OF SAN BERNARDINO, acting by and through its governing body, the Board of Supervisors (hereinafter referred to as "COUNTY"), and the aforementioned TOWN (hereinafter referred to as "TOWN") and named CITIES (hereinafter referred to as "CITIES"), acting by and through their respective governing bodies, the Town Council and City Councils, all of whom are situated within the County of San Bernardino, State of California, as follows:

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, the COUNTY agrees to release to TOWN and CITIES their respective grant allocation from the JAG Award within sixty (60) days upon receipt of funds, less five percent (5%) for administrative fees, as reflected on Appendix 1 here attached and hereby incorporated by reference as part of this agreement; and COUNTY agrees to use the five percent (5%) of JAG award funds received from TOWN and CITIES under this agreement for administrative fees toward the administration of TOWN's and CITIES' programs during the entire permissible duration of said programs; and TOWN and CITIES agree to deposit their JAG award funds into a separate trust account in accordance with JAG guidelines; and TOWN and CITIES each agree to the five percent (5%) reduction of their respective grant allocation from the JAG award, as reflected on Appendix 1 for administrative fees toward the administration of this program; and additionally the TOWN and CITIES each agree that it is their responsibility to ensure these funds are expended in accordance with JAG guidelines, and that the interest generated from such funds shall be solely applied and expended in accordance with these same JAG guidelines; and

WHEREAS, the TOWN, CITIES and COUNTY believe it to be in their best interests to reallocate the JAG funds,

NOW THEREFORE, the COUNTY and TOWN and CITIES agree as follows:

Section 1.

COUNTY agrees to release to TOWN and CITIES their respective grant allocation from the JAG Award within sixty (60) days upon receipt of funds, less five percent (5%) for administrative fees, as reflected in Appendix 1 here attached and hereby incorporated by reference as part of this Agreement, and; COUNTY agrees to use the five percent (5%) of JAG award funds received from TOWN and CITIES under this agreement for administrative fees toward the administration of the TOWN's and CITIES' programs during the entire permissible duration of said programs.

Section 2.

TOWN and CITIES agree to deposit their JAG award funds into a separate trust account in accordance with the JAG guidelines; and TOWN and CITIES agree to the five percent (5%) reduction of their respective grant allocation from the JAG award, as reflected in Appendix 1, for administrative fees toward the administration of this program, and; TOWN and CITIES each agree that it is their responsibility to ensure these funds are expended in accordance with JAG guidelines and that all interest generated from such funds shall be solely applied and expended in accordance with these same JAG guidelines.

Section 3.

TOWN and CITIES agree to enter into a sub-award grant agreement with the COUNTY in order to acknowledge receipt of the federal award information and applicable compliance requirements, including special conditions for each sub-award, before receiving grant funds.

Section 4.

TOWN and CITIES agree to provide COUNTY with sufficient timely information as necessary within five business days after receiving written request from COUNTY to meet JAG requirements for quarterly and annual financial and performance reports.

Section 5.

Nothing arising from this Agreement shall impose any liability for claims or actions against COUNTY other than what is authorized by law.

Section 6.

Nothing arising from this Agreement shall impose any liability for claims or actions against TOWN and/or CITIES other than what is authorized by law.

Section 7.

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable to any other party to this Agreement for any claim or action arising from the services provided under this Agreement.

Section 8.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 9.

By entering into this Agreement, the parties do not intend to create any obligations, either express or implied, other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

TOWN OF APPLE VALLEY, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

COUNTY OF SAN BERNARDINO, CA

James Ramos
Chair, County Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

APPROVED AS TO FORM:

*Jean-Rene Basle
County Counsel

by: Phebe W. Chu, Deputy

*By law, the County Counsel's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our view of this document was conducted solely from the legal perspective of our clients. Our approval of this document was offered solely for the benefit of our clients. Other parties should not rely on this approval and should seek review and approval by their own respective attorneys.

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD
LAURA H. WELCH
Clerk of the Board of Supervisors
of the County of San Bernardino
By _____ Deputy

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIRMAN OF THE BOARD
LAURA H. WELCH
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____
Deputy

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF ADELANTO, CA

City Manager

ATTEST:

Cynthia

City Clerk

APPROVED AS TO FORM:

City Attorney

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CITY OF BARSTOW, CA

Charles C. Mitchell

City Manager

ATTEST:

LaRenne V. Consiglio 05-18-2015

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF BARSTOW INCORPORATED SEPT. 30, 1947 BARSTOW, CALIFORNIA

CITY OF CHINO, CA

City Manager 7.21.2015

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney 07/17/15

CITY OF COLTON, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF FONTANA, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF HESPERIA, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF HIGHLAND, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF MONTCLAIR, CA

City Manager, Edward C. Starr

ATTEST:

City Clerk (Deputy), Andrea M. Phillips

APPROVED AS TO FORM:

City Attorney, Diane E. Robbins

CITY OF ONTARIO, CA

City Manager

ATTEST:

Assistant City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF RANCHO CUCAMONGA, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF REDLANDS, CA

Mayor, Paul W. Foster

ATTEST:

City Clerk, Sam Irwin

APPROVED AS TO FORM:

City Attorney , Dan McHugh

CITY OF RIALTO, CA

City Administrator

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT "B"

CITY OF SAN BERNARDINO, CA

R Carey Davis

Mayor

ATTEST:

Georgeanna Hanna

City Clerk

APPROVED AS TO FORM:

Helena Crider

City Attorney

CITY OF UPLAND, CA

Rod B. Butler

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF VICTORVILLE, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

2015 Justice Assistance Grant
APPENDIX 1

Jurisdiction	Formula-based Allocation	5% Admin Fee	Award Amount
San Bernardino County	$ 75,121	$ (3,755)	$ 71,366
Adelanto	$ 13,822	$ (691)	$ 13,131
Apple Valley	$ 13,871	$ (694)	$ 13,177
Barstow	$ 15,300	$ (765)	$ 14,535
Chino	$ 19,612	$ (981)	$ 18,631
Colton	$ 13,280	$ (664)	$ 12,616
Fontana	$ 56,544	$ (2,827)	$ 53,717
Hesperia	$ 26,757	$ (1,338)	$ 25,419
Highland	$ 17,813	$ (891)	$ 16,922
Montclair	$ 14,167	$ (708)	$ 13,459
Ontario	$ 36,464	$ (1,823)	$ 34,641
Rancho Cucamonga	$ 23,283	$ (1,164)	$ 22,119
Redlands	$ 15,596	$ (780)	$ 14,816
Rialto	$ 35,060	$ (1,753)	$ 33,307
San Bernardino	$ 143,688	$ (7,184)	$ 136,504
Upland	$ 12,171	$ (609)	$ 11,562
Victorville	$ 49,596	$ (2,480)	$ 47,116
Total	$ 582,145	$ (29,107)	$ 553,038

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ITEM NO. 7

STAFF REPORT

DATE: APRIL 19, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: BILL SMITH, CITY MANAGER

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

SUBJECT: ADOPT A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLTON, CALIFORNIA TO SUMMARILY VACATE A PORTION OF EXCESS RIGHT-OF-WAY ALONG THE WEST SIDE OF OLD VALLEY BOULEVARD PURSUANT TO CALIFORNIA STREETS AND HIGHWAYS CODE SECTION 8330, ET SEQ.

RECOMMENDED ACTION

It is recommended that the City Council of the City of Colton ("City"): (1) adopt Resolution No. R-28-16 to summarily vacate the excess right-of-way described in the proposed Resolution and in this report; and, (2) direct staff to record the Resolution with the San Bernardino County Recorder.

BACKGROUND

The City has been in discussions with the owner, Salah Haggag, of Valero Service Station located at 1600 West Valley Boulevard (the "Developer Parcel"), at the southwest corner intersection of Pepper and Old Valley Boulevard. The discussions have been regarding the potential redevelopment of the corner, if the owner were to purchase certain parcels, including a portion of the Old Valley Boulevard right-of-way, adjacent to his property. The owner is doing business as Valley Orange Enterprises, LLC (the "developer").

In May 2011, the remnant properties of Old Valley Boulevard, after the realignment, were under a Land Exchange Agreement with the County of San Bernardino relating to a 1995 Memorandum of Understanding for traffic mitigation and infrastructure improvements associated with the construction of the Arrowhead Regional Medical Center (ARMC). This realignment and intersection project for Valley Boulevard and Pepper Avenue, and a later exchange of properties, created pieces of island (remnant) parcels.

The remnant parcel (APN 0254-071-45) on the west side of Valley Boulevard has been referred to as the County's "Tear Drop" parcel containing approximately 19,144 square feet (the "County Parcel"). The City's adjoining public right-of-way, identified as "Old Valley Boulevard", is also located on the west side of Pepper Avenue, abutting and in between the County Parcel and the Developer Parcel. Old Valley Boulevard has not been vacated and is owned by the City in fee simple title.

On August 4, 2015, the City Council approved a Purchase and Sales Agreement between the City and the County; and, approved a Disposition and Development Agreement ("DDA") between the City and the developer for the sale of the County Parcel and the sale of a portion of Old Valley Boulevard (approximately 29,515 square feet) ("the City Parcel") to the developer for redevelopment and economic development purposes. (See Attachment "A")

The proposed development is a full service fueling station, convenience store, quick service restaurant or casual dining, car wash facility and approximately 6,600 square feet of retail space (the "Project") built in two phases.

Pursuant to the DDA, Section 3.9, the City is required to cause the vacation of the right-of-way affecting the City Parcel prior to transferring the City Parcel.

ISSUES/ANALYSIS

California Streets and Highways Code section 8334 authorizes the City Council to vacate an excess right-of-way of a street or highway not required for street or highway purposes. The summary vacation procedure requires adopting a resolution that includes certain information required under Streets and Highways Code section 8335. Specifically, the resolution must: (1) state that the summary vacation is made pursuant to Chapter 4 (Summary Vacation), Part 3, Division 9 of the California Streets and Highways Code; (2) provide the description of the area to be vacated, or reference a precise map that describes the area and permanently retain the map as part of the recorded Resolution; (3) include the facts under which the summary vacation is made; and (4) state that upon the recordation date, the area will no longer constitute a right-of-way.

In compliance with the foregoing requirements, City staff has prepared the proposed Resolution, attached to this report as Attachment "B," to summarily vacate the excess right-of-way, which is a portion of excess right-of-way along the west side of Old Valley Boulevard, located southwest of the realigned intersection of Valley Boulevard and Pepper Avenue. The proposed Resolution includes the information required by Streets and Highways Code section 8335, as well as additional findings provided by City staff, which include:

(1) There is no immediate or future need for the excess right-of-way.

(2) The excess right-of-way does not contain active public utility facilities.

(3) The summary vacation of the excess right-of-way is consistent with the City's General Plan, since the current General Plan and the proposed amended General Plan do not show a proposed roadway where the excess right-of-way is located.

(4) The properties adjoining the excess right-of-way will continue to have access.

After the Resolution has been approved by the Council, staff must record the document with the County Recorder. Once the document is recorded, the vacation process will be complete and the area will no longer constitute a right-of-way. However, a public access easement will be retained to allow traffic to cross westerly from Pepper Avenue to Baker's and Chadwick Auto Sales.

FISCAL IMPACTS

No fiscal impacts are associated with this action; however, the long term benefits would be new development that would generate job opportunities, increased sales and property tax revenues to the City.

ALTERNATIVES

1. Provide alternative direction to staff.

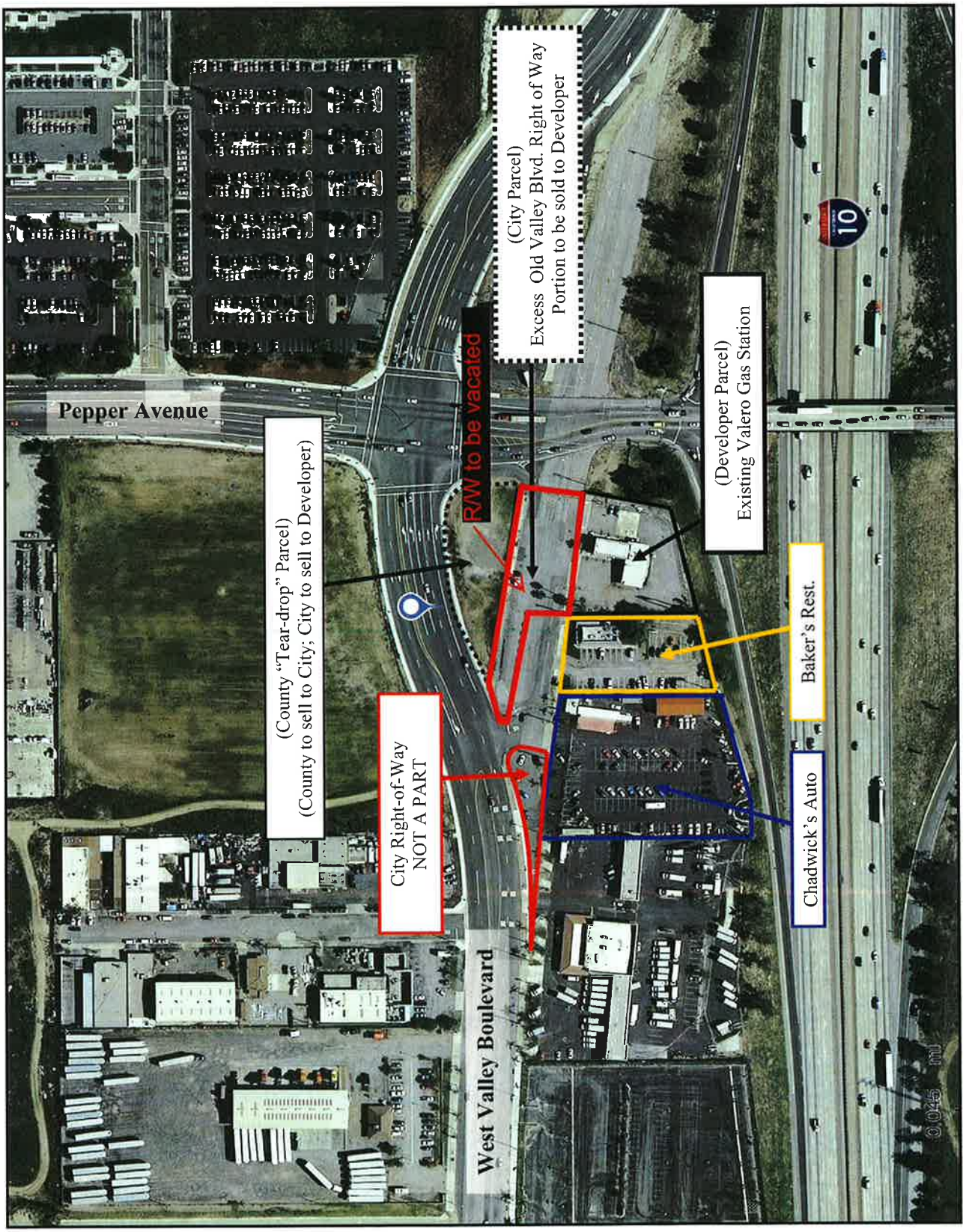
ATTACHMENTS

1. Attachment "A" – Aerial Site Map – Subject Parcels
2. Attachment "B" – Resolution No. R-28-16

Attachment A

Aerial Site Map

ATTACHMENT "A"
AERIAL SITE MAP—SUBJECT PARCELS
(Pepper Plaza)
Project Site Aerial Depiction—Noted in Black Solid and Dash Outlines Below (Estimated)



Attachment B

Resolution

RESOLUTION NO. R-28-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLTON, CALIFORNIA TO SUMMARILY VACATE A PORTION OF EXCESS RIGHT-OF-WAY ALONG THE WEST SIDE OF OLD VALLEY BOULEVARD AT PEPPER AVENUE PURSUANT TO CALIFORNIA STREETS AND HIGHWAYS CODE SECTION 8330, ET SEQ.

WHEREAS, the California Streets and Highways Code provides that an excess right-of-way of a street or highway may be summarily vacated if certain conditions are met; and

WHEREAS, the City of Colton ("City") holds a right-of-way for street and public utility purposes over, under and upon that portion of Old Valley Boulevard between Pepper Avenue and the new Valley Boulevard which is southwest of the realigned intersection of Valley Boulevard and Pepper Avenue (hereinafter references as "Portion of Valley Boulevard"); and

WHEREAS, the realignment and intersection project for Valley Boulevard and Pepper Avenue, and a later exchange of properties, between the County of San Bernardino and the City, created pieces of island (remnant) parcels; and

WHEREAS, the Portion of Valley Boulevard, west of Pepper Avenue, has not been vacated and is owned by the City in fee title; and

WHEREAS, on August 4, 2015, the City Council approved a Disposition and Development Agreement ("DDA") between the City and a developer for the sale of a Portion of Valley Boulevard to developer for redevelopment and economic development purposes; and

WHEREAS, pursuant to the DDA, the City is required to summarily vacate the Portion of Valley Boulevard in fulfillment of a 1998 Land Exchange Agreement entered into by the City and County of San Bernardino for the Pepper Avenue and Valley Boulevard Realignment Project; and

WHEREAS, the excess right-of-way described herein is not required for street or highway purposes; and

WHEREAS, this summary vacation is made pursuant to the California Streets and

Highways Code, Division 9, Part 3 (sections 8300 et seq.), Chapter 4 – Summary Vacation; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

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

SECTION 1. Incorporation of Recitals. The City Council hereby finds and determines that the recitals of this Resolution are true and correct and are hereby incorporated into this Resolution.

SECTION 2. Findings. The City Council further finds that:

(a) The subject excess right-of-way to be vacated is not required for present or prospective public use, either for street or highway purposes or for any other public circulation use such as pedestrian, bikeway, or other non-motorized transportation access.

(b) The subject excess right-of-way has not been used for the purpose for which it was acquired.

(c) The excess right-of-way to be vacated does not contain active public utility facilities.

(d) Those properties adjoining the excess right-of-way to be vacated will continue to have access.

(e) This summary vacation is consistent with the City's General Plan since the current General Plan and the proposed amended General Plan do not show a proposed roadway where the excess right-of-way is located.

(f) The public street system for which the excess right-of-way was originally acquired will not be detrimentally affected by this vacation.

(g) The legal description and plat map are technically correct and in compliance with the aforementioned sections of the California Streets and Highways Code and other applicable State and local laws.

SECTION 3. Order of Vacation. The City Council, under the authority vested in it by the California Streets and Highways Code, hereby orders the vacation of the excess right-of-way described herein as that portion of excess right-of-way along the west side of Valley

Boulevard, which is located southwest of the realigned intersection of Valley Boulevard and Pepper Avenue, referenced herein as the Portion of Valley Boulevard, which location is more particularly described in Exhibit "A" and which is attached hereto and incorporated herein by this reference. Describe in Exhibit "B" and attached hereto and incorporated herein by this reference is reciprocal access easement retained by the City.

SECTION 4. Certification, Recordation and Retention. The City Clerk shall cause a certified copy of this Resolution, attested by the City Clerk under seal, to be recorded without acknowledgment, certificate of acknowledgment, or further proof, in the office of the San Bernardino County Recorder. Pursuant to California Streets and Highways Code section 8336, no fee shall be charged for such recordation. The City Clerk shall permanently maintain a true and correct copy of this Resolution.

SECTION 5. Completion of Vacation. Upon the date this Resolution is recorded, the vacation shall be complete and the excess right-of-way described herein will no longer constitute a right-of-way.

SECTION 6. Effective Date. This Resolution shall become effective upon its adoption.

SECTION 7. California Environmental Quality Act. The City Council hereby finds that this action is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) [the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment] and 15060(c)(3) [the activity is not a project as defined in Section 15378] of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because this action has no potential for resulting in physical change to the environment, directly or indirectly. Therefore, no further environmental assessment is required.

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

RICHARD R. DELAROSA
MAYOR

ATTEST:

CAROLINA R. PADILLA
CITY CLERK

EXHIBIT "A"

LEGAL DESCRIPTION AND DEPICTION
OF THE PORTION OF VALLEY BOULEVARD

[ATTACHED BEHIND THIS PAGE]

EXHIBIT A-3
TO
DISPOSITION AND DEVELOPMENT AGREEMENT
(Pepper Plaza)

City Parcel Legal Description
(Portion of Old Valley Boulevard Right-of-Way))

That portion of Lot 216 according to Map of Town of Rialto as per Plat recorded in Book 4 , Page 11, of Maps, records of San Bernardino County, described as follows:

Commencing at the centerline intersection of Valley Boulevard and Pepper Avenue as shown on Record of Survey, Book 50, Page 88, said point being on a curve concave southwesterly having a radius of 6655.27 feet, a radial line through said point bears North 12° 08' 55" East; Thence westerly 147.23 feet along said curve through a central angle of 1° 16' 03" to the **True Point of Beginnig** on a curve concave east having a radius of 1718.42 feet, a radial line through said point bears North 88° 02' 11" West, said curve being concentric and 78.00 feet west from the centerline of Pepper Avenue Improvements as shown on Exhibit "C" of deed to the County of San Bernardino recorded October 22, 1997, as document No. 19970386485, Official Records of said County; Thence south 35.98 feet through a central angle of 1° 11' 59" to a point on the northerly production of a line having a bearing and distance of North 11° 30' 00" east 48.17 feet in a Deed granted to the State of California recorded August 19, 1960 in Book 5237, Page 549, of Official Records of said County; Thence south along said produced line, South 11° 32' 20" West 64.35 feet to the northerly line of said Deed granted to the State of California in Book 5237, Page 549, of Official Records, said point being on a curve concave southwesterly having a radius of 6900.00 feet, a radial line through said point bears North 10° 59' 34" East; Thence westerly 11.60 feet along said curve through a central angle of 0° 05' 47" to a point on a line parallel with and 170 feet west from the centerline of said Pepper Avenue; Thence north along said parallel line, North 0° 26' 30" West 45.69 feet to a point on a curve concave southwesterly having a radius of 6900.27 feet, said curve being concentric and 55.00 feet south from the centerline of said Valley Boulevard, as shown on said Record of Survey. a radial line through said point bears, North 10° 44' 52" East; Thence westerly 173.36 feet along said curve through a central angle of 1° 30' 18" to a point on a line having a bearing of North 0° 25' 38" West as shown on Parcel Map No. 698, Book 7, Page 13, of Parcel maps, records of San Bernardino County; Thence north along the northerly production a said line, North 0° 25' 33" West 55.79 feet to the centerline of said Valley Boulevard, said centerline being a curve concave southwesterly having a radius of 6655.27 feet, a radial line through said point bears North 9° 09' 44" East; Thence westerly 102.23 feet along said curve through a central angle of 0° 52' 48" to a point on a radial line having a bearing of North 8° 16' 56" East; Thence north along said radial line, North 8° 16' 56" East 11.70 feet to a point on a concentric curve and 11.70 feet north from the centerline of said Valley Boulevard; Thence westerly 10.20 feet along said curve through a central angle of 0° 05' 16" to a reverse curve concave northeasterly having a bearing of 22.00 feet; Thence northwesterly 30.52 feet through a central angle of 79° 28' 45' to a non-tangent line; Thence northeasterly along said non-

tangent line, North 61° 46' 52" East 5.01 feet to an angle point; Thence North 18° 10' 37" East 8.05 feet to an angle point; Thence North 26° 19' 43" West 1.88 feet to the cusp of a curve concave northwesterly having a radius of 919.00 feet, a radial line through said point bears South 22° 14' 45" East, said curve being concentric and 69.00 feet south from the centerline of Valley Boulevard Realignment as said centerline is described in deed to the County of San Bernardino, recorded October 22, 1997, in Document No. 19970386485, Official Records of said County; Thence northeasterly 21.86 feet through a central angle of 1° 21' 47" to a non tangent line, a radial line through said point bears South 23° 36' 31" East; Thence North 80° 51' 47" East 5.27 feet to the cusp of a curve concave southwesterly having a radius of 6710.27 feet, said curve being concentric and 55.00 feet north from the centerline of Valley Boulevard as shown on said Record of Survey, a radial line through said point bears North 08° 14' 59" East; Thence easterly 278.58 feet through a central angle of 2° 22' 43" to a reverse curve having a radius of 50.00 feet, said curve being on the south line of that parcel described in Resolution of the Board of Supervisors of said County, recorded October 4, 1966, in Book 6707, page 95, Official Records; Thence northeasterly 22.01 feet through a central angle of 25° 13' 04" to a point on a curve concave east having a radius of 1718.42 feet, said curve being concentric and 78.00 feet west from the centerline of Pepper Avenue Improvements as shown on Exhibit "C" of deed to the County of San Bernardino recorded October 22, 1997, as document No. 19970386485, Official Records of said County, a radial line through said point bears North 86° 01' 24" West; Thence south 60.37 feet along said curve through a central angle of 2° 00' 46" to the **True Point of Beginning**.

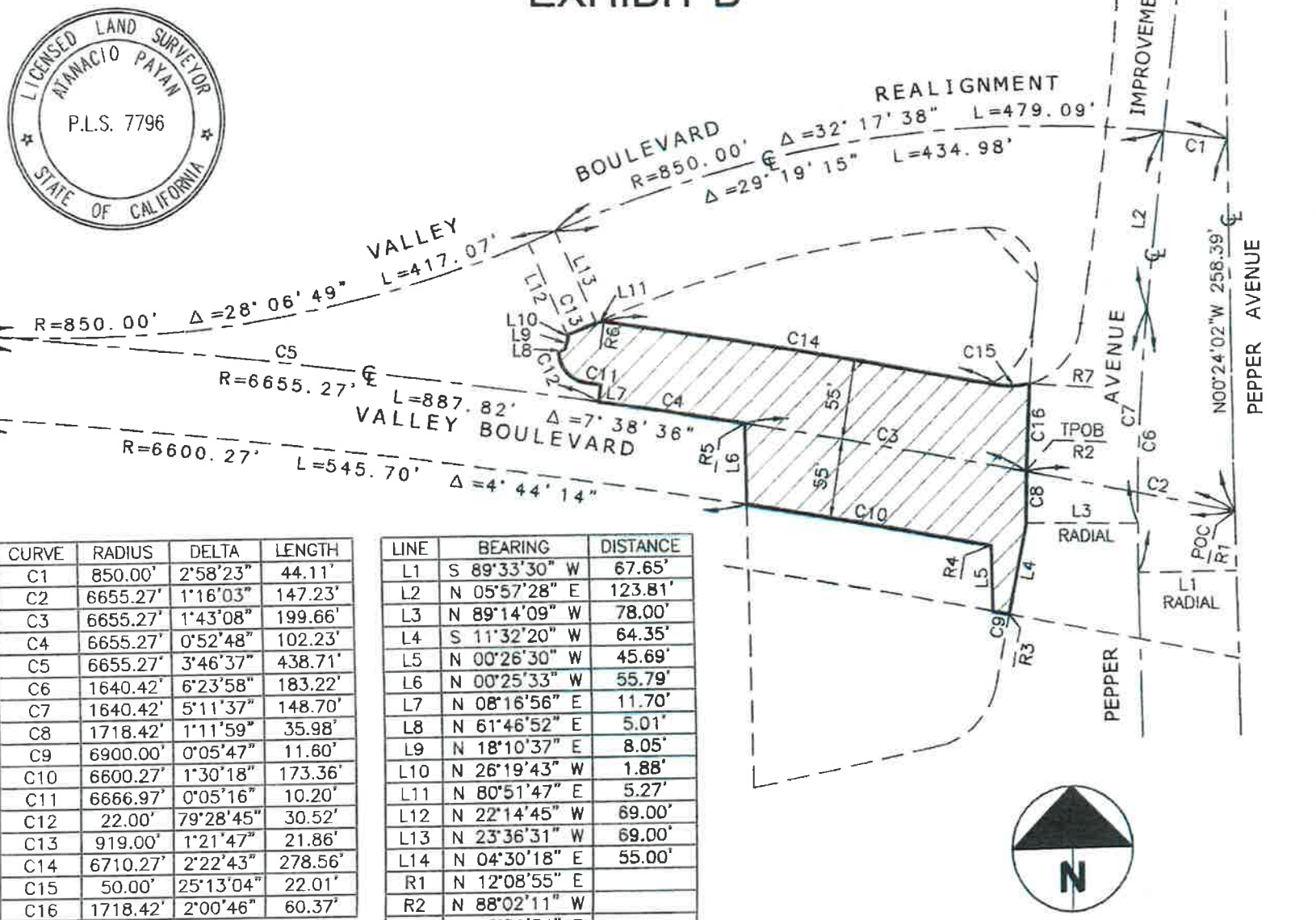
Containing 29,152 Square Feet (0.669 acres), more or less.

Atanacio Payan

Atanacio Payan, PLS 7796
My registration expires 12/31/2015
Date: December 11, 2014

LICENSED LAND SURVEYOR
ATANACIO PAYAN
P.L.S. 7796
12/31/2015
STATE OF CALIFORNIA

EXHIBIT B



CURVE	RADIUS	DELTA	LENGTH
C1	850.00'	2°58'23"	44.11'
C2	6655.27'	1°16'03"	147.23'
C3	6655.27'	1°43'08"	199.66'
C4	6655.27'	0°52'48"	102.23'
C5	6655.27'	3°46'37"	438.71'
C6	1640.42'	6°23'58"	183.22'
C7	1640.42'	5°11'37"	148.70'
C8	1718.42'	1°11'59"	35.98'
C9	6900.00'	0°05'47"	11.60'
C10	6600.27'	1°30'18"	173.36'
C11	6666.97'	0°05'16"	10.20'
C12	22.00'	79°28'45"	30.52'
C13	919.00'	1°21'47"	21.86'
C14	6710.27'	2°22'43"	278.56'
C15	50.00'	25°13'04"	22.01'
C16	1718.42'	2°00'46"	60.37'

LINE	BEARING	DISTANCE
L1	S 89°33'30" W	67.65'
L2	N 05°57'28" E	123.81'
L3	N 89°14'09" W	78.00'
L4	S 11°32'20" W	64.35'
L5	N 00°26'30" W	45.69'
L6	N 00°25'33" W	55.79'
L7	N 08°16'56" E	11.70'
L8	N 61°46'52" E	5.01'
L9	N 18°10'37" E	8.05'
L10	N 26°19'43" W	1.88'
L11	N 80°51'47" E	5.27'
L12	N 22°14'45" W	69.00'
L13	N 23°36'31" W	69.00'
L14	N 04°30'18" E	55.00'
R1	N 12°08'55" E	
R2	N 88°02'11" W	
R3	N 10°59'34" E	
R4	N 10°44'52" E	
R5	N 09°09'44" E	
R6	N 08°14'59" E	
R7	N 86°01'24" W	

EXHIBIT A-3
TO
DISPOSITION AND DEVELOPMENT AGREEMENT
(Pepper Plaza)

City Parcel Legal Description
(Portion of Old Valley Boulevard & Pepper Avenue Right-of-Way))

That portion of Lot 216 according to Map of Town of Rialto as per Plat recorded in Book 4, Page 11, of Maps, records of San Bernardino County, described as follows:
Commencing at the centerline intersection of Valley Boulevard and Pepper Avenue as shown on Record of Survey, Book 50, Page 88, said point being on a curve concave southwesterly having a radius of 6655.27 feet, a radial line through said point bears North 12° 08' 55" East; Thence westerly 147.23 feet along said curve through a central angle of 1° 16' 03" to a point on a curve concave east having a radius of 1718.42 feet, a radial line through said point bears North 88° 02' 11" West, said curve being concentric and 78.00 feet west from the centerline of Pepper Avenue Improvements as shown on Exhibit "C" of deed to the County of San Bernardino recorded October 22, 1997, as document No. 19970386485, Official Records of said County; Thence north 60.37 feet through a central angle of 2° 00' 46" to the cusp of a curve concave north having a radius of 50 feet, said curve being on the south line of that parcel described in Resolution of the Board of Supervisors of said County, recorded October 4, 1966, in Book 6707, page 95, Official Records, a radial line through said point bears, North 14° 35' 22" West, and to the **True Point of Beginning** ; Thence westerly 22.01 feet along said curve through a central angle of 25° 13' 04" to a reverse curve having a radius of 6710.27 feet, said curve being concentric and 55.00 feet north from the centerline of Valley Boulevard as shown on said Record of Survey; Thence westerly 5.26 feet through a central angle of 0° 02' 42" to the cusp of a curve concave northwesterly having a radius of 53.62 feet, said curve being on the southeasterly line of that parcel described in deed to the County of San Bernardino recorded November 25, 2003 as document number 2003-0881026, Official Records, a radial line through said point bears South 25° 09' 56" East; Thence northeasterly 55.59 feet along said curve through a central angle of 59° 23' 49" to the cusp of a curve concave east having a radius of 1718.42 feet, a radial line through said point bears North 84° 33' 45" West, said curve being concentric and 78.00 feet west from the centerline of Pepper Avenue Improvements as shown on Exhibit "C" of deed to the County of San Bernardino recorded October 22, 1997, as document No. 19970386485, Official Records of said County; Thence south 43.81 feet through a central angle of 1° 27' 39" to the **True Point of Beginning**.

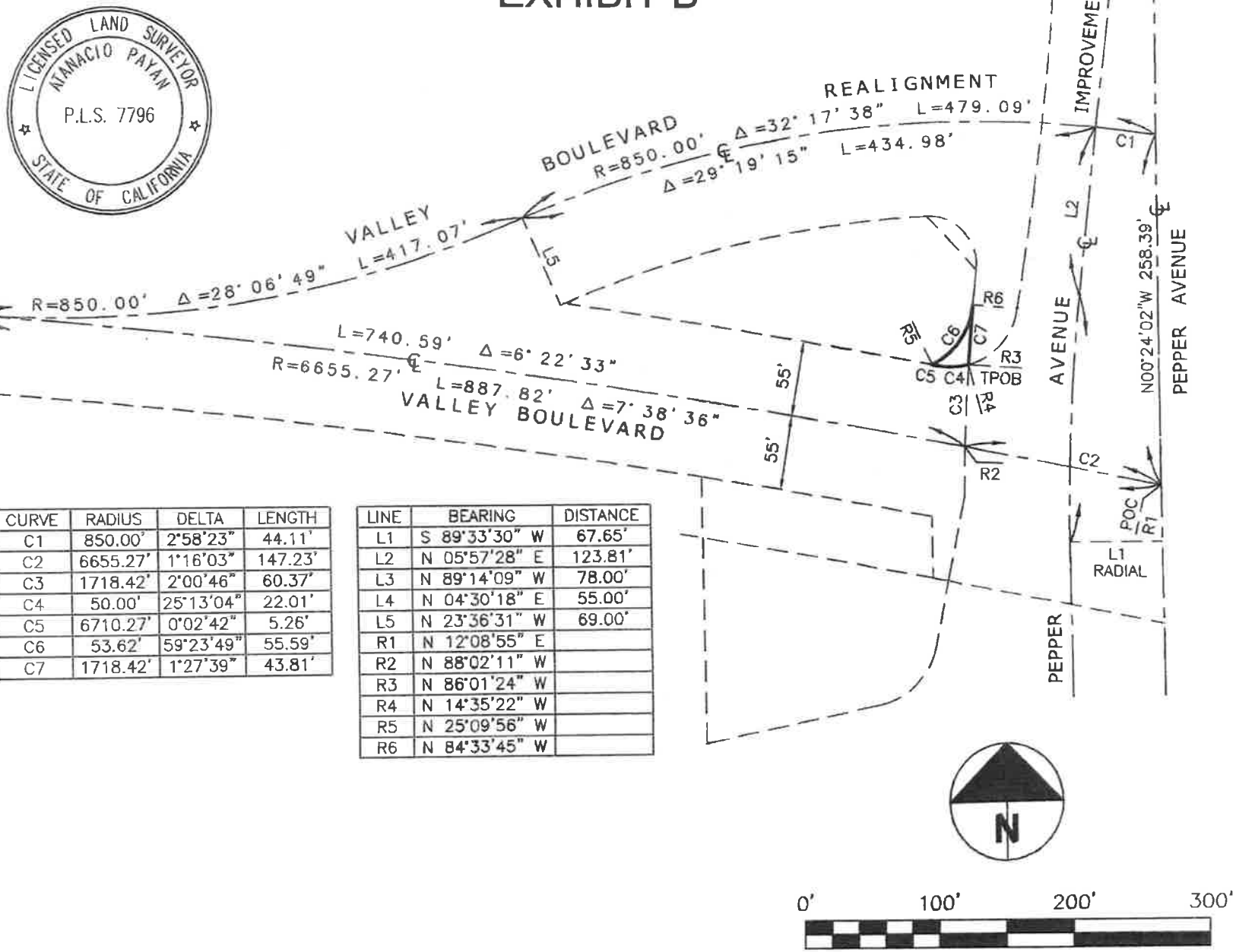
Containing 363 Square Feet (0.008 acres), more or less.

Atanacio Payan

Atanacio Payan, PLS 7796
My registration expires 12/31/2015
Date: December 11, 2014

LICENSED LAND SURVEYOR
ATANACIO PAYAN
P.L.S. 7796
12/31/2015
STATE OF CALIFORNIA

EXHIBIT B



CURVE	RADIUS	DELTA	LENGTH
C1	850.00'	2°58'23"	44.11'
C2	6655.27'	1°16'03"	147.23'
C3	1718.42'	2°00'46"	60.37'
C4	50.00'	25°13'04"	22.01'
C5	6710.27'	0°02'42"	5.26'
C6	53.62'	59°23'49"	55.59'
C7	1718.42'	1°27'39"	43.81'

LINE	BEARING	DISTANCE
L1	S 89°33'30" W	67.65'
L2	N 05°57'28" E	123.81'
L3	N 89°14'09" W	78.00'
L4	N 04°30'18" E	55.00'
L5	N 23°36'31" W	69.00'
R1	N 12°08'55" E	
R2	N 88°02'11" W	
R3	N 86°01'24" W	
R4	N 14°35'22" W	
R5	N 25°09'56" W	
R6	N 84°33'45" W	

EXHIBIT "B"

LEGAL DESCRIPTION AND DEPICTION
OF THE ACCESS EASEMENT RETAINED BY THE CITY

[ATTACHED BEHIND THIS PAGE]

EXHIBIT "A"

That portion of Lot 216 according to Map of Town of Rialto, in the City of Colton, County of San Bernardino, State of California, as per plat recorded in Book 4, Page 11 of Maps, records of San Bernardino County, described as follows:

Commencing at the centerline intersection of Valley Boulevard and Pepper Avenue as shown on Record of Survey, Book 50, Page 88, said point being on a curve concave Southwesterly having a radius of 6655.27 feet, a radial line through said point bears North 12° 08' 55" East;

Thence Westerly 147.13 feet along said curve through a central angle of 1° 16' 00" to a point on a curve concave East having a radius of 1718.42 feet, a radial line through said point bears North 87° 48' 05" West, said curve being concentric and 78.00 feet West from the centerline of Pepper Avenue Improvements as shown on Exhibit "C" of deed to the County of San Bernardino recorded October 22, 1997 as Instrument No. 19970386485 of Official Records of said County;

Thence northerly 27.98 feet along said curve through a central angle of 0°55' 58" to the **TRUE POINT OF BEGINNING**;

Thence on a non- tangent line South 64° 53' 18" West 25.05 feet to the beginning of a non-tangent curve concave to the north having as radius of 286.96 feet and to which beginning a radial line bears South 27° 12' 16" East;

Thence southwesterly and westerly 180.27 feet along said curve through a central angle of 35° 59' 40";

Thence on a non-tangent line North 00° 19' 32" West 43.35 feet to the beginning of a non-tangent curve concave to the north having a radius of 336.32 feet and to which beginning a radial line bears South 13° 38' 54" West;

Thence easterly 202.40 feet along said curve through a central angle of 34° 28' 53" to a point on a curve concave East having a radius of 1718.42 feet, a radial line through said point bears North 86° 18' 22" West, said curve being concentric and 78.00 feet West from the centerline of Pepper Avenue Improvements as shown on Exhibit "C" of deed to the County of San Bernardino recorded October 22, 1997 as Instrument No. 19970386485 of Official Records of said County;

Thence south 16.87 feet along said curve through a central angle of 0° 33' 45" to the **TRUE POINT OF BEGINNING.**

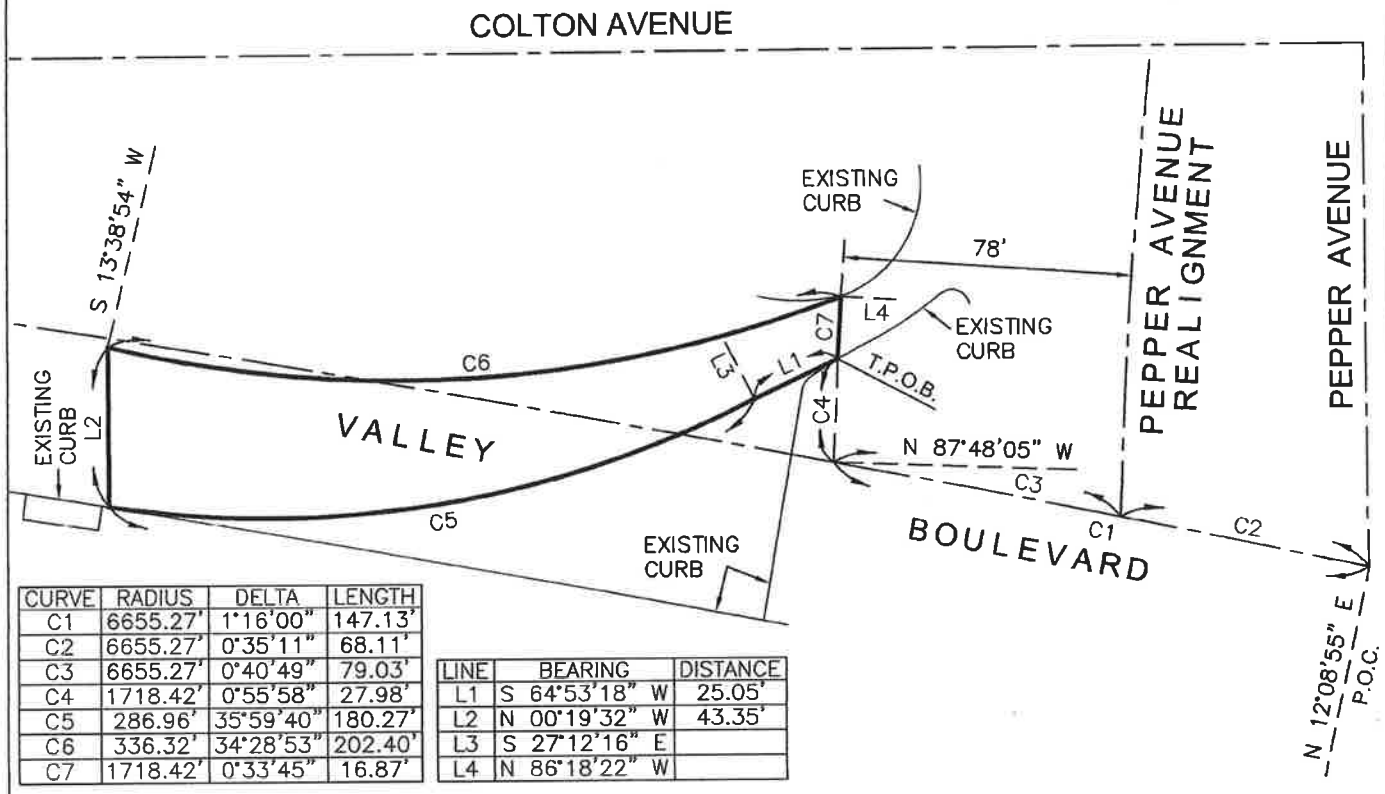
Containing 0.14 acres, more or less.

Atanacio Payán

Atanacio Payan, PLS 7796
My registration expires 12/31/2017
Date: 4-11-2016

LICENSED LAND SURVEYOR
ATANACIO PAYAN
P.L.S. 7796
STATE OF CALIFORNIA

EXHIBIT "B"



CURVE	RADIUS	DELTA	LENGTH
C1	6655.27'	1°16'00"	147.13'
C2	6655.27'	0°35'11"	68.11'
C3	6655.27'	0°40'49"	79.03'
C4	1718.42'	0°55'58"	27.98'
C5	286.96'	35°59'40"	180.27'
C6	336.32'	34°28'53"	202.40'
C7	1718.42'	0°33'45"	16.87'

LINE	BEARING	DISTANCE
L1	S 64°53'18" W	25.05'
L2	N 00°19'32" W	43.35'
L3	S 27°12'16" E	
L4	N 86°18'22" W	

LICENSED LAND SURVEYOR
ATANACIO PAYAN
P.L.S. 7796
STATE OF CALIFORNIA

N

SCALE 1" = 50'

Atanacio Payán

ATANACIO PAYAN
DATE: 4-11-2016

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STAFF REPORT

ITEM NO. 8

DATE:	APRIL 19, 2016
TO:	HONORABLE MAYOR AND CITY COUNCIL MEMBERS
FROM:	BILL SMITH, CITY MANAGER
PREPARED BY:	DAVID X. KOLK, Ph.D., UTILITY DIRECTOR
SUBJECT:	FIRST AMENDMENT TO THE MAINTENANCE SERVICES AGREEMENT FOR TRAFFIC SIGNAL MAINTENANCE AND EMERGENCY TRAFFIC SIGNAL SERVICES WITH SIEMENS INDUSTRY INC., FOR FY 2015/2016 IN THE AMOUNT OF $50,824.17.

RECOMMENDED ACTION

It is recommended that the City Council approve the first amendment to the Maintenance Services Agreement with Siemens Industry Inc. for the Traffic Signal Maintenance and Emergency Traffic Signal services for the Fiscal Year 2015/2016, in the amount of $50,824.17; and approve and adopt Resolution No. R-29-16 to amend FY 2015/16 Budget.

BACKGROUND

The City operates and maintains forty-nine (49) traffic signals. These signals are prominently maintained to ensure safety and proper operation. In addition to the regular maintenance, these traffic signals also require emergency repairs when necessary.

On May 16, 2015, City staff solicited formal bids for the Traffic Signal Maintenance and Emergency Traffic Signal Services. Only one (1) proposal was received from a traffic signal maintenance company, Siemens Industry, Inc. The sealed bid opening took place on June 2, 2015, at 4:00 p.m. in the City Council Chambers.

On July 7, 2015, the City of Colton awarded a Contract Agreement to Siemens Industry Inc. for the Traffic Signal Maintenance and Emergency Traffic Signal Services for Fiscal Year 2015/2016, for a total compensation of $114,380.

ISSUES/ANALYSIS

During the current Fiscal Year 2016, there has been a significant increase in the emergency repair calls made to the vendor. Some of the City traffic signals are out of date and are frequently in dire need of repair. The City is spending an average of $13,527.74 a month for maintenance

and emergency services combined. These expenses are covered from the Gas Tax Fund. Utilizing funding from the Gas Tax has no impact on the general fund.

FISCAL IMPACTS

An appropriation in the amount of $50,824.17 in Gas Tax account # 210-6150-6160-2460 is necessary to fund the Emergency Traffic Signal services. There will be no impact to the general fund.

ALTERNATIVES

1. Provide alternative direction to staff.

ATTACHMENTS

1. Exhibit A – First Amendment to Increase Agreement Compensation
2. Exhibit B – Original Contract
3. Exhibit C – Resolution R-29-16

EXHIBIT A

FIRST AMENDMENT TO INCREASE AGREEMENT COMPENSATION

FIRST AMENDMENT TO
MAINTENANCE SERVICES AGREEMENT

BETWEEN THE CITY OF COLTON
AND
SIEMENS INDUSTRY, INC.

1. PARTIES AND DATE.

This First Amendment to the Maintenance Services Agreement ("1st Amendment") is made and entered into this _____, 2016 by and between the City of Colton ("City") and Siemens Industry, Inc. ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this 1st Amendment.

2. RECITALS.

2.1 Agreement. City and Contractor entered into that certain Maintenance Services Agreement dated the 30th day of July, 2016, whereby Contractor agreed to provide Traffic Signal Maintenance and Emergency Traffic Signal services.

2.2 Amendment. City and Contractor desire to amend the Agreement for the 1st time to (1) increase the total amount of compensation in an amount not-to-exceed $50,824.17 for extra traffic signal emergency repair signal call outs.

3. TERMS.

3.3 Fees and Payments. Section 3.3.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

Section 3.3.1 Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in revised Exhibit "C" of the original agreement attached hereto and incorporated herein by reference. The total compensation shall not exceed **One Hundred Sixty-Five Thousand Two Hundred-Four Dollars with Seventeen Cents ($165,204.17)** without written approval of City's Council. 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 Continuing Effect of Agreement. Except as amended by this 1st Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this 1st Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this 1st Amendment.

3.3 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 1st Amendment.

3.4 Counterparts. This 5th 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 FIRST AMENDMENT TO MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITY OF COLTON AND SIEMENS INDUSTRY, INC.

IN WITNESS WHEREOF, the Parties have entered into this 1st Amendment to Maintenance Services Agreement as of the _____, 2016.

CITY OF COLTON

By: _____
Bill Smith
City Manager

Attest: _____
Carolina R. Padilla
City Clerk

SIEMENS INDUSTRY, INC.

By: _____
Signature

_____
Name (Print)

_____
Title (Print)

By: _____
Signature

_____
Name (Print)

_____
Title (Print)

EXHIBIT "C"

COMPENSATION

Yearly Compensation shall not exceed $165,204.17

A. PREVENTIVE MAINTENANCE

1. Preventive Maintenance Rates: $85.00 Per Intersection

B. EMERGENCY CALL OUT – EXTRA WORK

LABOR EQUIPMENT	UNIT PRICE/SALARY	SALARY PER HOUR/OVERTIME RATE
Supervisor	$115.00	$150.00
Technician Lead	$115.00	$150.00
Technician	$108.00	$140.00
Journey Man	$108.00	$140.00
Trainee	$90.00	$115.00
Truck with Lift	$30.00	$30.00

C. Materials

Actual Cost plus 15%

EXHIBIT B

ORIGINAL CONTRACT

CITY OF COLTON
MAINTENANCE SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this July 30, 2015 by and between the City of Colton, a municipal corporation organized under the laws of the State of California with its principal place of business at 650 North La Cadena Drive, Colton, California 92324 ("City") and Siemens Industry, Inc., a Corporation, with its principal place of business at 2240 Business Way, Riverside, CA 92501 ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing Traffic Signal Maintenance and Emergency Traffic Signal services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

2.2 Project.

City desires to engage Contractor to render such services for the Traffic Signal Maintenance and Emergency Traffic Signal project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional Traffic Signal Maintenance and Emergency Traffic Signal maintenance services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from July 7, 2015 to June 30, 2016, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services. City and Contractor have an option to renew the contract for an additional four, one (1) year terms. A total of five terms served if agreed upon by the parties.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates Amer Jakher, P.E., Public Works Director, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates Steven Teal, Operations Manager, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and

attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Period of Performance. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.2.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.10 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor

performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.10.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.10.2);

or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.10.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services. ·

3.2.10.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.10.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.7 Water Quality.

(A) Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency, the State Water Resources Control Board and the Santa Ana Regional Water Quality Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or City to penalties, fines, or additional regulatory requirements. Contractor shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and

agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Contractor with a list of training programs that meet the requirements of this paragraph.

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Contractor shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.11.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability:* $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* $1,000,000 per accident

for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of $1,000,000 per accident for bodily injury or disease.

3.2.11.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers.

3.2.11.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers.

3.2.11.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.11.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.2.11.7 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.11.8 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

3.2.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.13 Bonds.

3.2.13.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.13.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.13.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.13.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.2.14 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor 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 **One Hundred Fourteen Thousand Three Hundred Eighty Dollars With Zero Cents ($114,380)** without written approval of the City of Colton. Extra Work may be

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

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other

information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 General Provisions.

3.5.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

Siemens Industry, Inc.
2240 Business Way
Riverside, CA 92501
Attn: Steven Teal, Operations Manager

City:

City of Colton
650 North La Cadena Drive
Colton, California 92324
Attn: Amer Jakher, P.E., Public Works Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.2 Indemnification.

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with Counsel of City's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.6.1 that may be brought or instituted against City or its directors, officials, officers, employees, volunteers and agents. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.5.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.7 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any

term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.5.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.13 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.15 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.16 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party

warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.17 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.18 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITY OF COLTON AND SIEMENS INDUSTRY, INC.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the July 30, 2015.

CITY OF COLTON

By: _____
Bill Smith
City Manager

Attest: _____
Carolina R. Padilla
City Clerk

SIEMENS INDUSTRY, INC.

By: _____
Signature

Tara Inboriboon
Name (Print)

Commercial Area Mgr, FBA
Title (Print)

By: _____
Signature

Steven Teul
Name (Print)

Area Operations Manager
Title (Print)

(BB&K: 2-12)

EXHIBIT "A"

SCOPE OF MAINTENANCE SERVICES
SPECIAL PROVISION

I. SCOPE OF WORK

A. DESCRIPTION AND LOCATION OFWORK

The Contractor shall perform normal scheduled maintenance and extraordinary/emergency maintenance of traffic signal systems, and highway safety lighting for the specific locations that are the responsibility of the City of Colton. The Contractor may also provide equipment and/or technical support to City Engineer or designee in said scope of work.

As specified herein, the Contractor shall maintain traffic signal systems to eliminate or reduce the incidences of malfunctions, reduce operational complaints, and maintain equipment in proper working order. In general, routine responses related to these maintenance functions during normal working hours shall be considered normal scheduled maintenance work. Required normal working hours for maintenance response coverage is from 7:00 a.m. to 5:00 p.m.

The Contractor shall recognize these traffic signals, warning devices, and highway lighting as critical safety devices to the public; timely response to requests is imperative. As an incentive to perform, City reserves the right to apply deductions from any billing amounts that are due or may become due to Contractor for failing to meet the requirements herein.

The Contractor shall keep itself informed of all existing and future state, federal, and county laws, ordinances and regulations which in any manner may affect those employed by, or in any way affect the performance of services pursuant to this agreement. The Contractor shall at all times observe and comply with all such laws, ordinances, and regulations and shall be responsible for the compliance of all work and services performed by or on behalf of Contractor.

II. CONTRACTOR REQUIREMENTS

A. FACILITIES

The Contractor shall at all times have available and readily accessible all required tools, equipment, apparatus, facilities, skilled labor services and materials to perform all work necessary to maintain traffic signal systems, flashing warning lights, and highway safety lighting in a professional manner in accordance with these specifications. The Contractor shall maintain a single, local telephone number where they can be reached twenty-four (24) hours a day, seven days a week.

B. PERSONNEL

The Contractor shall provide, assigned to this Contract exclusively, one **(1) <u>Full-time Traffic Signal Maintenance Electrician</u>** to provide normal scheduled and extraordinary/emergency

maintenance duties. Normal scheduled maintenance services shall be provided during the normal 7:00 a.m. to 5:00 p.m. weekday working hours of this Contract. In addition, these positions may also be required to perform extra work or additional repairs at the request of the City Engineer or designee. These Traffic Signal Maintenance Electricians shall be certified or Licensed according to State of California requirements for electrical workers, and shall be certified as Level 2 Traffic Signal Technicians by the International Municipal Signal Association (IMSA). Certifications and licenses must be held in good standing and shall be maintained current throughout the entire duration of the Contract. Electrician qualifications must be reviewed and approved by City prior to the electrician performing duties under this Contract.

Once approved by the City, the Contractor shall provide City with documentation on the approved electricians including copies of their license or certification, assigned service vehicle information, and contact information. All technicians shall be equipped to perform all required duties of the trade at all times. Reports accounting for one-hundred percent (100%) of assigned technician time shall be submitted weekly as outlined in this scope of work.

The Contractor shall also provide support personnel of an appropriate craft to complete work not requiring the services of a Traffic Signal Maintenance Electrician to be deployed on an as needed basis (i.e. - re-lamping, lens cleaning, painting, etc.).

All personnel shall be trained in Equal Employment Opportunity policies, and shall conduct themselves in a respectful and professional manner at all times. City reserves the right to require that any worker who demonstrates improper behavior, unsafe work habits or judgment, be removed from the job site and prohibited from further work with the City. Contractor shall be responsible for supplying and using safety equipment, as necessary, to protect personnel, property, and the general public.

C. REQUESTS FOR SERVICES

The Contractor shall receive written or verbal requests for maintenance services outside of the Contractor's normal scheduled maintenance program originating from the City Engineer or designee. The Contractor agrees to complete all requested work in accordance with City specifications. The Contractor shall maintain twenty-four (24) hour response capabilities in order to effectively address and respond to requests for services.

D. RESPONSE CRITERIA FOR REQUESTED SERVICES

A written or verbal work order request by the City Engineer or designee describing work to be done shall constitute authorization for the Contractor to proceed with the requested work. The Contractor shall respond to all work order requests within two (2) hours, either accepting or declining the work. Failure to respond to any request within the established time frame will be considered as a declination. In such an event, the City, at its sole discretion, may obtain other contractor(s) to perform the work.

Any requests received by the Contractor where the nature of the call is unclear because of incomplete or inaccurate information shall be treated as an emergency.

For extraordinary/emergency maintenance requests, the Contractor shall maintain a local telephone number where the Contractor can be reached twenty-four (24) hours per day. Emergency contact information shall be provided to the City. Contractor shall provide any sub-contracted answering service(s) with all information needed to efficiently process requested responses to this Contract.

Whenever the Contractor receives requested services from the City Engineer or designee identified as an emergency, Contractor shall provide immediate response. Immediate is defined as with all possible haste, such that the response and commencement of repairs shall be within one (1) hour during normal working hours of the Contract, and within two (2) hours during non-working hours of the Contract, including Saturdays, Sundays, and holidays. Contractor is required to provide the reporting party with an estimated time of arrival. When multiple emergency service requests occur, Contractor is required to respond with adequate staffing and supplies to each individual location within said guidelines and to pursue repairs with due diligence.

As part of emergency response, Contractor may be required to respond to accidents at signalized intersections to inspect traffic signal system and operation and equipment. Contractor shall perform a complete preventative maintenance check as outlined in this scope of work, thoroughly examine and inspect all equipment at the location for physical damage or equipment malfunction, including a complete check of the controller and Conflict Monitoring Unit/Malfunction Management Unit (CMU/MMU). Within five (5) calendar days after completion of this examination, Contractor shall submit to City a written report summarizing the results of the examination and inspection.

The following events shall establish an emergency condition and the following action shall be taken:

1. Failure or malfunction of the traffic signal system or interruption of normal signal operations whether caused by damage from vehicle collisions, acts of God, civil disorder, malicious mischief or other similar circumstances. Under these conditions the Contractor shall immediately restore the traffic signal system to normal operation.

2. In the event the failure, malfunction or interruption is caused by a power outage the Contractor shall:
   i. Respond to the locations to ascertain the blacked out condition; check with the serving utility provider for an anticipated power restoration time; place the traffic signal at the intersection in red flash and erect temporary stop signs on all intersection approaches (Contractor may then leave the intersection); continue monitoring the outage with the power company; return to the intersection once

power is restored; take down temporary stop signs and return the traffic signal to normal operation.

3. Any appurtenant traffic signal equipment such as safety lights, traffic signal heads, illuminated or reflectorized street name signs affixed to the signal mast arm or pole, or other such devices reported to be knocked down, dangling, or otherwise creating a public safety hazard shall be immediately repaired or removed in order to eliminate the unsafe condition. Any equipment removed shall be promptly scheduled for replacement.

Emergency calls that require the replacement of equipment will not require prior written approval by the City before such replacements are commenced.

E. TRAFFIC SIGNAL TURN-OFFS AND TURN-ONS

Contractor shall notify City at least forty-eight (48) hours in advance of scheduled turn-off or turn-on necessitated by the Contractor operation. Contractor shall erect stop signs on each approach of the intersection to provide all-way stop control while the traffic signal is turned off. Placement and removal of the temporary stop signs shall be completed while the signal is in a red flash condition. The Contractor shall make every effort to schedule shut downs only between the hours of 9:00 a.m. and 3:00 p.m.

F. STANDARDS

All work performed shall conform to all current applicable Federal, State, and County Standards, and to the scope of work of this Contract. Whenever a question as to the meaning of any portion of this scope of work is in dispute, or where there may be more than one interpretation given to any portion of the specifications, the interpretation of the City shall be final.

G. SPARE EQUIPMENT

No permanent or temporary change of control mechanisms shall be done without prior approval of City Engineer or designee. In the event a change is necessary to respond to an emergency, the Contractor shall notify the City Engineer or designee by telephone within 24 hours of the next working day that equipment was removed and replaced with approved spare equipment.

No equipment shall be installed, removed, or replaced without recording serial (ID) numbers of all equipment involved in the procedure to the Intersection Log Sheet.

The traffic signal systems maintained under this contract currently operate using mostly Type 332 equipment. Adequate tools and spare equipment supplies needed to effectively respond to, isolate, and repair equipment malfunctions shall be available at all times, on each response vehicle.

In the event Contractor is unable to perform contracted duties due to lack of proper tools or spare equipment, the City at its sole discretion, may obtain other contractor(s) to perform the work. Contractor shall not install or use City or contracted agency property, equipment or tools at locations, or for purposes, not included in this scope of work.

H. RECORD KEEPING AND REPORTING

The Contractor shall keep current, a permanent operational record of each and every piece of traffic control or safety equipment which the Contractor is required to maintain by this Contract. These records shall be kept at each maintained location on an Intersection Log Sheet provided herein by the City and shall include the date, time, description of device including all model, part and serial numbers, narrative of any deficiencies encountered, and a detail of any corrective action taken. All entries shall be legibly made in chronologic order on the provided sheet in indelible ink and shall be initialed by the individual making the entry.

The Intersection Log Sheet shall be the property of the City. The Contractor shall not remove, copy, or disclose to any person information contained on these records under any circumstance. Record information shall be obtained or released only through written request to the City. The Contractor shall record all services provided to a signalized location on the Intersection Log Sheet.

The Contractor shall keep one complete set of records for all locations noting all inspections and repairs completed. A separate daily log or diary for every person and vehicle employed on this Contract shall also be maintained. Said log or diary shall fully describe the work or service performed by each individual or piece of equipment and show all chargeable time to this Contract for every twenty-four (24) hour period.

The Contractor shall submit monthly technician reports accounting for one-hundred percent (100%) of the assigned technicians work hours, regardless of field time, shop time, or mutual aid time spent outside of this scope of work. The Contractor shall invoice the City with the attached technician reports.

The Contractor shall submit a monthly activity report, covering one calendar month's activities by the fifteenth day of the month immediately following the reporting period. These monthly activity reports shall be submitted for the entire duration of this contract and shall include the following information: location where service was provided; date and approximate time when service was performed; reason for service; and description of service, whether routine or emergency shall be noted.

The Contractor shall also submit an annual activity report adhering to the monthly format but covering the entire activities of the previous Contract year. The Contractor shall also submit monthly callout reports containing copies of the original callout logs of the twenty-four (24) hour

answering service provider for all calls involving this contract. Copies shall be of the provider's original records, without editing or reproduction by others.

I. PROGRESS SCHEDULE

The Contractor shall develop a practicable progress schedule which describes in detail the method and anticipated time for executing the requirements of this Contract. The progress schedule shall be submitted to City within ten (10) calendar days of execution of this contract and within five (5) calendar days of receiving written request from City at any other time.

J. MEETINGS

The Contractor and City Engineer or designee shall meet on a quarterly basis at a mutually agreed upon time and place to discuss and address issues arising from the Contract, and for the Contractor to deliver reports as specified herein.

K. TESTING

The Contractor shall have available adequate skilled personnel and proper laboratory testing facilities to perform inspections of controller mechanisms, including traffic signal controllers, auxiliary equipment and appurtenances.

All testing shall conform to the following: most current NEMA Specification TS-1 and/or TS-2 (as appropriate ;) Section 86-2.14, "Testing," of the Caltrans Standard Specifications referenced in this Contract Agreement; The "Acceptance Test Manual Type 90 Traffic Signal Control System" published by the Caltrans Laboratory, April 1987 or latest edition. Copies of laboratory reports showing repairs to traffic control equipment shall be submitted to City on an annual basis.

L. WARRANTY SERVICE

Newly installed traffic signal components carry a one (1) year warranty provided by the manufacturer and/or installing Contractor. City shall supply the Contractor copies of such warranties. During the warranty period, Contractor is expected to coordinate warranty repairs with the appropriate manufacturer and/or installing contractor. The Contractor shall notify the City of any undue delays by the manufacturer or installing contractor in responding to warranty requests and provide a detailed summary of the nature and reason for said warranty requests.

M. SITE VISITATIONS

Prior to the submission of the bid, Contractor shall visit the work locations, making thorough examination and evaluation of the existing site conditions and surrounding area.

N. PAYMENT FOR ADMINISTRATIVE REQUIREMENTS

Payment for administrative requirements and all its subsections shall be considered as included in the various items of work and no additional compensation shall be allowed therefore.

III. CONTRACTOR RESPONSIBILITIES

A. REGULAR SCHEDULEDMAINTENANCE OF TRAFFIC SIGNAL SYSTEMS

The Contractor shall carry on a program of continuing comprehensive routine regular scheduled maintenance designed to eliminate or reduce the incidences of malfunctions, reduce operational complaints and extend the useful life of the equipment. Contractor shall inspect, clean, and if necessary, adjust all traffic signal control equipment to meet manufacturer's original specifications at each signalized intersection once each calendar month. The Contractor shall be financially responsible for equipment determined to be damaged or affected due to neglected regular scheduled maintenance. The program shall include but not be limited to the following:

1. MONTHLY MAINTENANCE

The Contractor shall perform the following services at each intersection listed in Locations of Work once per calendar month unless otherwise noted:

a. Clean the inside and outside of all controller cabinet assemblies, electrical service or interconnect cabinets, and remove any foreign material..

b. Replace and/or clean filters as necessary. Tighten all electrical terminations. Inspect/protect all related facilities for/from ant, bug, or rodent infiltration.

c. Check the timing of individual signal phases and interval timing circuits for all timed devices in the assemblies.

d. Maintain an accurate chronograph and set all real-time clocks to the National Bureau of Standards (World Wide Vector or Coordinated Universal Time) time.

e. Check the timing of the yellow (caution) intervals on all phases by stopwatch.

f. Check detector units and systems including but not limited to inductive loops, microwave sensor, and pedestrian push buttons for correct detection of both vehicles and pedestrians and adjust or repair as necessary to restore intended operations. This includes the splicing (or re-splicing) of detector loops. Cutting and installing new loops is considered extra work and will require prior approval by City before work is commenced.

g. Inspect all relays, clocks, dials, motors, switches, etc. Adjust or repair as needed.

h. Walk all the approaches of the intersection and visually inspect all signal poles, mast arms, signal heads and indications (including programmed visibility indications), traffic control signs, pedestrian signals, illuminated

street name signs, loop sealants, pull box covers, and any other devices to verify the correct condition, placement and/or operation. Any traffic signal or illuminated indication that is burned out or that has reached its 80 percent depletion curve shall be replaced. All traffic heads and pedestrian heads found out of alignment shall be properly aligned and secured. Check all traffic signal indication visibility at approach distances, remedy or report visibility deficiencies to City Engineer or designee immediately. Missing signs shall be replaced. Cracked or damaged loop sealants shall be re-sealed. All other equipment found loose, missing, or damaged shall be secured, replaced, or repaired.

i. Immediately correct all safety deficiencies found during routine inspections and schedule non-emergency work with City Engineer or designee.

j. Check all traffic signal controller communications equipment (internal modem and/or interface modules) for proper operation and adjust or repair as needed. The repair or replacement of traffic signal interconnect cables shall be extra work and will require prior approval by the City before work is commenced.

k. Check and record Uninterrupted Power Supply (UPS) or Battery Backup System for proper operation, including checking and recording operational voltage range of all batteries, and adjust or repair as needed. The repair or replacement of any of the UPS components, including batteries, shall be considered extra work and will require prior approval by City before work is commenced.

l. Provide traffic signal coordination maintenance for signals @ the following intersections.

1.

CITY OF COLTON TRAFFIC SIGNAL INVENTORY	
	SIGNALIZED INTERSECTIONS
1	10th Street & G Street
2	3rd Ave & Valley Blvd
3	9th & Valley Blvd
4	Barton Rd & Washington St/Cooley Dr.
5	Blue Drive & Pepper Ave
6	Colton Ave & Fairview Ave

7	Hunts Lane & Cooley Dr
8	Hunts Lane & Washington St (Barton Rd)
9	La Cadena Dr & Barton Rd
10	La Cadena Dr. & 7th St/Maple
11	La Cadena Dr. & C St.
12	La Cadena Dr. & G St.
13	La Cadena Dr. & H St.
14	La Cadena Dr. & Laurel St.
15	La Cadena Dr. & Mt. Vernon Ave.
16	La Cadena Dr. & N St.
17	La Cadena Dr. & Olive St.
18	La Cadena Dr. & Valley Blvd.
19	Mt. Vernon Ave & Centrepoint Dr.
20	Mt. Vernon Ave & Colton Ave
21	Mt. Vernon Ave & Cooley Dr.
22	Mt. Vernon Ave & Fairway Dr.
23	Mt. Vernon Ave & M St.
24	Mt. Vernon Ave & Olive St.
25	Mt. Vernon Ave & San Antonio
26	Mt. Vernon Ave & Valley Blvd.
27	Pennsylvania Ave & Mill St.
28	Rancho Ave & C St.
29	Rancho Ave & Citrus Ave
30	Rancho Ave & Johnston Ave
31	Rancho Ave & Laurel St
32	Rancho Ave & Olive St.
33	Rancho Ave & Valley Blvd.
34	Rancho Ave & Auga Mansa Rd.
35	Reche Canyon Rd & Shane Dr.
36	Reche Canyon Rd. & Barton Rd
37	Reche Canyon Rd. & Topanga Way
38	San Bernardino Ave & Pepper Ave
39	Valley Blvd & Pepper Ave
40	Valley Blvd. & Wildrose Ave
41	Violet St & Pepper Ave

42	Washington St & Bluff Rd
43	Washington St & Meadow Lane
44	Washington St & MoJave Dr
45	Main & Iowa
46	Agua Mansa Rd & Miguel Bustamante Pkwy
47	Mt. Vernon & Palm Drive
48	Mt. Vernon & D St
49	Laurel St Crosswalk @ Paul J. Rogers Elementary

2. Signal coordination maintenance shall include implementation and modification of signal timing and server maintenance, quick net pro and hardware on all the intersections listed above. The signal coordination's are coordinated via quick net pro or direct hardwire coordination. Contractor shall provide cost for labor and materials needed to maintain the system as designed.

2. TRAFFIC SIGNAL CONTROLLER ASSEMBLY

The Contractor shall repair, replace or otherwise render in good working order any and all defective parts of the traffic signal control equipment with like make and model parts as necessary to ensure the safe and proper operation of said signal equipment. No field repair of electronic equipment is allowed; all repaired equipment must be "bench tested" according to manufacturer recommendations prior to re-installing into service.

Controller mechanisms including controller units, auxiliary and monitoring devices, and

appurtenances such as detectors, transformers, external logic system, and related items shall be serviced and overhauled as per equipment service intervals below. Item not listed shall be serviced and maintained per the manufacturer's recommendations. An overhaul shall include cleaning, timing check, necessary adjustment, and testing. Solid state equipment shall be maintained according to manufacturer's specifications.

Traffic signal controller assemblies that become obsolete or that deteriorate beyond repair should be removed from service. The Contractor shall report such conditions to the City along with sufficient evidence to support the replacement of the equipment. The replacement of the obsolete or unsalvageable equipment shall be at the discretion of the City and any approved replacements shall constitute extra work.

3. EQUIPMENT SERVICE INTERVALS

The Contractor shall overhaul all local controller and coordination units once every twelve (12) months. The operation of the conflict/voltage monitor shall be tested on a National Electrical Manufacturers Association (NEMA) Conflict Voltage Monitor Tester once every six (6) months. Additionally, the conflict/voltage monitor shall be tested at least once every twelve (12) months in the field by manually creating all possible fault conditions at the termination outputs. The Contractor shall submit overhaul and testing schedules in accordance with Section II - Contractor Responsibilities (Item I. Progress Schedule) of this scope of work.

4. SIGNS

The Contractor shall repair or furnish and replace any damaged or missing traffic control signs affixed to any signal mast arm or pole. Sign fabrication materials shall meet the requirements of this scope of work.

5. PAYMENT FOR REGULAR SCHEDULED MAINTENANCE OF TRAFFIC SIGNAL SYSTEMS

The City will compensate the Contractor monthly at the unit price bid per intersection for routine and preventative maintenance of traffic signal systems and no additional compensation shall be allowed therefore; except for items identified as extra work which will be compensated as set forth in the Bid schedule. Contractor shall bill extra work on a separate invoice.

6. REPLACEMENT OF TRAFFIC SIGNAL AND ILLUMINATED INDICATIONS

The Contractor shall furnish all replacement Light Emitting Diode (L.E.D.) Modules, safety lamps, program visibility lamps, illuminated street name sign lamps and

illuminated traffic sign lamps. All said materials shall be new. The cost to provide replacement L.E.D. units shall constitute extra work; however, all labor associated with maintaining a traffic signal indication in proper working order is considered regular scheduled maintenance during normal business hours.

The Contractor shall record the serial numbers of all L.E.D. modules installed and removed from a location. These serial numbers shall be included on the billing invoice. The Contractor shall use only L.E.D. type modules to replace signal indications. Incandescent lamps or fixtures shall not be installed to any signal indication housing.

The Contractor shall repair, or furnish new and replace, any damaged and/or knocked down illuminated street name signs. Furnishing a replacement illuminated street name sign fixture and/or street name panels shall be considered extra work and will require prior approval by City before work is commenced.

vii. UN-INTERRUPTED POWER AND BATTERY BACKUP SYSTEMS

Un-interrupted power and battery backup systems, including control and switching units, shall be tested monthly in accordance with the manufacturers recommended maintenance as a part of routine maintenance. Specific information on monthly tests shall be cataloged as specified on the City's Intersection Log Sheet. Replacement of battery backup system components shall be considered extra work and will require prior approval by City before work is commenced.

viii. FIBER OPTIC COMMUNICATIONS SYSTEMS

Contractor shall inspect any fiber optic communications links present within controller cabinets for cleanliness and visual connectivity on a monthly basis. Any deficiencies shall be reported to the City by the fifteenth (15th) day of the month immediately following the reporting period.

B. NEW INSTALLATIONS

During the course of this Contract, the City may add or delete facilities to be maintained from the original list in Attachment A (Locations of Work). The Contractor shall commence and/or terminate services immediately at all locations identified in writing by the City. The contractor shall be compensated an appropriately prorated amount as per the various bid items of work resulting from mid-billing cycle notifications of additions or deletions.

C. SALVAGED OR DAMAGED EQUIPMENT

Salvaged or damaged equipment shall become the property of the Contractor unless directed otherwise by the City.

VII. ADDITIONAL REPAIRS, EXTRA WORK, AND TRAORDINARY/EMERGENCY MAINTENANCE

A. Upon City's request, the Contractor shall submit supplemental proposals for additional repairs & extra work not called for under Section III, Contractor Responsibilities.

B. The Contractor shall provide supplemental proposals in accordance with the hourly rates as specified in the bid specification.

C. The City reserves the right to obtain supplemental proposals from, and use, alternate sources for completion of the additional repairs & extra work and to utilize the data provided under this Contract relative to necessary materials and repairs.

D. If the City authorizes work by an alternate source, the Contractor may be relieved of responsibilities pertaining to the equipment affected by the project while work is being performed and during the subsequent warranty period.

E. Contractor shall continue to provide services to all areas not affected by work provided by alternate sources.

F. Upon completion of any additional repairs & extra work, whether by Contractor or an alternative source, the City Engineer or designee and Contractor will inspect the finished product at no additional cost to the City. Upon mutual acceptance of the additional repairs & extra work, the Contractor shall again be responsible for all equipment originally covered under this Contract and the work performed under this section.

G. Extraordinary/emergency maintenance may be necessary in certain cases. Extraordinary/emergency maintenance includes labor and materials necessary to ensure the safe and efficient operation of the City's traffic signal and highway lighting system that goes beyond the regular scheduled maintenance programs established by this scope of work. Generally, extraordinary/emergency maintenance involves the replacement of equipment damaged by acts of God, civil disorder, vehicle collisions or vandalism, but such replacements may also stem from obsolescence or other unusual factors.

H. All additional repairs & extra work, except for extraordinary/emergency maintenance as provided for in this scope of work and extra work materials needed to complete routine regular scheduled maintenance as provided for in this scope of work, shall require prior written authorization from the City by means of a City issued work order. All items of work requested in said work orders shall be completed by the Contractor to the City's satisfaction within ten (10) calendar days unless specifically directed otherwise by the City. Should the Contractor be unable to complete the extra work within the specified time, the Contractor shall submit to the City a written explanation for the delay and an anticipated completion date for said work.

I. FLASHING LIGHTWARNING DEVICES

The Contractor shall perform the following services at each facility at the request of the City Engineer or designee.

1. Clean the inside and outside of all controller assemblies and remove any foreign material.

2. Check the timing intervals for the flashing operation.

3. Inspect each IRWL indication for operation, physically verify each fastener is present, tightened, and secured; resolve any moisture penetration to IRWL assembly; inspect L.E.D. indications at pedestrian push-button locations where present.

4. Maintain an accurate chronograph and set all real-time clocks to the National Bureau of Standards (WWV or UTC) time.

5. Visually inspect all relays, clocks, dials, motors, switches, etc. Adjust or repair as needed.

6. Walk all the approaches of the facility and visually inspect all flasher poles, heads and indications, traffic control signs, pull box covers, and any other devices, and verify the correct condition, placement, and/or operation. Any burned out indications or illuminated sign lamps shall be replaced. All traffic heads found out of alignment shall be properly aligned and secured. Check warning indication visibility at approach distances, resolve or report visibility deficiencies to City Engineer or designee immediately. All other equipment found loose, missing, or damaged shall be secured, replaced, or repaired.

7. Immediately correct all safety deficiencies found during routine inspections and schedule non-emergency work with City Engineer or designee.

J. HIGHWAY SAFETY LIGHTING AND ILLUMINATED SIGNS

The Contractor shall perform the following services at each facility at the request of the City Engineer or designee.

1. Check all safety lighting systems and illuminated signs for proper operation and replace any burned out lamps and fuses or reset tripped circuit breakers. Field inspections shall be conducted at night unless the electrical service is of a type that permits daytime inspection.

2. The Contractor shall repair, or furnish new and replace, any inoperative starter boards, ballasts, or photoelectric controls, and any damaged and/or knocked down safety light or

illuminated sign assemblies. Furnishing replacement equipment shall be considered extra work requiring approval by City before work commences.

The Contractor shall respond to all work order requests within two (2) hours, either accepting or declining the work. Failure to respond to any request within the established time frame will be considered as a declination. In such an event, the City, at its sole discretion, may obtain other contractor(s) to perform the work.

EXHIBIT "B"

SCHEDULE OF MAINTENANCE SERVICES

July 1, 2015 through June 30, 2016

EXHIBIT "C"

COMPENSATION

Yearly Compensation shall not exceed $114,380

A. PREVENTIVE MAINTENANCE

1. Preventive Maintenance Rates: $85.00 Per Intersection

B. EMERGENCY CALL OUT – EXTRA WORK

LABOR EQUIPMENT	UNIT PRICE/SALARY	SALARY PER HOUR/OVERTIME RATE
Supervisor	$115.00	$150.00
Technician Lead	$115.00	$150.00
Technician	$108.00	$140.00
Journey Man	$108.00	$140.00
Trainee	$90.00	$115.00
Truck with Lift	$30.00	$30.00

C. Materials

Actual Cost plus 15%

EXHIBIT C

RESOLUTION R-29-16

RESOLUTION NO. R-29-16

A RESOLUTION OF THE CITY COUNCIL, AMENDING THE MAINTENANCE AGREEMENT FOR TRAFFIC SIGNAL MAINTENANCE AND EMERGENCY TRAFFIC SIGNAL SERVICE WITH SIEMENS INDUSTRY INC. FOR FY 2015/2016 IN THE AMOUNT OF $50,824.17.

WHEREAS, Expenditure authority is governed by California Constitution Article XIX and Streets and Highways Code Section 2101. They describe the allowable uses of gas tax funds for public streets and highways, public mass transit guide ways, and their related public facilities; And

WHEREAS, The Funding will be utilized to support the City's goal to improve the City's infrastructure and traffic safety and operation by providing adequate traffic signal maintenance and emergency traffic signal services Citywide; by amending the Maintenance Agreement for Traffic Signal Maintenance and Emergency Traffic Signal Services with Siemens Industry Inc. for FY 2015/2016 in the amount of $50,824.17.

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

1. Appropriate $50,824.17 into account 210-6150-6160-2460

PASSED, ADOPTED AND APPROVED THIS 19th DAY OF APRIL, 2016.

Richard A. DeLaRosa, Mayor

ATTEST:

Carolina R. Padilla, City Clerk

STAFF REPORT

ITEM NO. 9

DATE: APRIL 19, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: BILL SMITH, CITY MANAGER

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

SUBJECT: WASTE DISPOSAL AGREEMENT BETWEEN THE COUNTY OF SAN BERNARDINO AND THE CITY OF COLTON

RECOMMENDED ACTION

It is recommended that the City Council approve Amendment No. 6 to the Waste Disposal Agreement between the County of San Bernardino and the City of Colton to change the termination date from June 30, 2016 to June 30, 2021.

BACKGROUND

On May 12, 1998 the City of Colton (City) and the County of San Bernardino (County), which operates the landfill, entered into a Waste Disposal Agreement (WDA). The WDA sets the rates and conditions for disposing of waste at the landfill, as well as sets the obligations and benefits for the fifteen participating parties (listed in "Exhibit A" of the amendment). Since the WDA was executed in 1998 there have been 5 amendments. The current WDA expires on June 30, 2016. San Bernardino County is proposing a 6th Amendment that would extend until June 30, 2021.

ISSUES/ANALYSIS

Amendment No. 6 addresses current conditions at the landfill including a new operator, Athens Disposal. The amendment proposes an extension through June 30, 2021, and identifies an updated (lower) fee, as well as a method for fee adjustments. The amendment shall be effective if and only when all fifteen cities adopt the amendment, and after such amendment has been adopted and executed by the County.

FISCAL IMPACTS

In the 1998 WDA, the County gave a reduced rate for trash dumping to county cities that agreed to take all of their trash to County landfills. The reduced rate, called the WDA rate, was lower than the gate fee charged to non-WDA entities. For most WDA entities, the lower WDA rate was applied to contracted waste haulers that used the County landfills, by immediately applying the WDA rate to the hauler, resulting in the cities (or their haulers) paying a lower tipping charge.

The County currently operates 5 landfills, Mid-Valley Sanitary Landfill, Victorville Sanitary Landfill, Barstow Sanitary Landfill, Landers Sanitary Landfill and San Timoteo Sanitary Landfill. Colton's waste is sent to the Mid-Valley Sanitary Landfill in Fontana.

Colton negotiated the right to a rebate paid directly to the City. The rebate is the difference between the Gate Fee, paid by the City's hauler and the WDA rate. On July 1, 2016 this rebate will be equal to $9.18 per ton. The total amount of residential trash generated in the City is around 30,000 tons annually so the City would receive around $275,000 in WDA rebates in 2016/17. Currently the City receives nothing, having turned the rebates over to Republic as part of the 2014 "Amended and Restated Agreement Between the City of Colton and Republic Services of Southern California, LLC for Collection of Solid Waste." The requirement to turn the rebate over to Republic ends on June 30, 2016.

It is expected that Republic will use the City's extension of the WDA as a reason for requesting a trash disposal fee rate increase although City staff does not believe one is justified, because Republic's costs will not increase from current levels.

ALTERNATIVES

1. Allow the WDA to expire, and direct the franchise hauler to dispose of the City's waste at an alternative landfill as provided in the franchise agreement.
2. Provide alternative direction to staff.

ATTACHMENTS

1. Amendment No. 6 to the Waste Disposal Agreement
2. Waste Disposal Agreement Between the County of San Bernardino, California and the City of Colton and Amendments 1 through 5.

ATTACHMENT 1

222 W. Hospitality Lane, 2nd Floor, San Bernardino, CA 92415-0017 | Phone: 909.386.8701 Fax: 909.386.8900
www.SBCounty.gov

SAN BERNARDINO COUNTY

Department of Public Works

- Environmental & Construction • Flood Control
- Operations • Solid Waste Management
- Surveyor • Transportation

Gerry Newcombe
Director

RECEIVED
MAR 28 2016
CITY OF COLTON
CITY MANAGER OFFICE

March 23, 2016

William Smith, City Manager
City of Colton
650 North La Cadena Drive
Colton, California 92324

SUBJECT: WASTE DISPOSAL AGREEMENT (WDA) AMENDMENT

Dear Mr. Smith:

Enclosed are two copies of the WDA Amendment for consideration and approval by your City Council. The amendment changes the expiration term of the WDAs to June 30, 2021, allows for a reduction in the WDA rate, and includes language for sharing the net revenue of in-County non-WDA waste generated based on the revenue sharing formula from the previous Article 19 Solid Waste.

Once you obtain Council approval, please return both original signed copies, no later than April 29, 2016, and all fifteen WDA Amendments will be presented to the Board of Supervisors (Board) for approval prior to June 30, 2016. After Board approval, the County will return one fully executed original document to you for your records.

If you have any questions about the amendment, please contact me at (909) 386-8775.

Sincerely,

Arthur L. Rivera

Arthur L. Rivera, P.E.
Deputy Director

Enclosures: WDA Amendment (2 original copies)

cc: Gerry Newcombe, Director

WASTE DISPOSAL AGREEMENT

BETWEEN

THE COUNTY OF SAN BERNARDINO, CALIFORNIA

AND

THE CITY OF COLTON

DATED: MAY 12, 1998

County Authorization Date:

_____

City Authorization Date:

_____

County Notice Address:

Solid Waste Management Division
222 Hospitality Lane, 2nd Floor
San Bernardino, CA 92415-0017

City Notice Address:

_____
_____
_____

Emergency Contact:

Arthur L. Rivera
Deputy Director
(909) 386-8703

Emergency Contact:

_____
_____
_____

AMENDMENT NO. 6 TO THE
WASTE DISPOSAL AGREEMENT

On May 12, 1998, the City of Colton ("City") and the County of San Bernardino ("County") entered into a Waste Disposal Agreement ("WDA"). The parties hereby amend the WDA, on the Effective Date as provided herein, by their respective execution of this agreement (hereinafter "Amendment').

Recitals

A. The parties have previously entered into the following amendments to the WDA. Amendment No. 1 to the WDA was to correct the designated disposal facilities for the City. Amendment No. 2 was to implement the "Article 19 Solid Waste" component of the County's waste management system and define the City's share of that revenue. Amendment No. 3 was to increase the annual maximum limits of "Article 19 Solid Waste" in the County landfill system. Amendment No. 4 allowed the County to calculate the annual cost of living adjustment earlier in the calendar year. Amendment No. 5 extended the end date of the WDA to June 30, 2016.

B. In connection with the ongoing administration of the WDA, the parties have determined it is now in their best interests to change the termination date to June 30, 2021.

C. This change in the termination date will assist both the City and the County in planning for future fiscal years' budgeting of solid waste disposal services and costs.

D. The parties have determined it is in their best interests to apply an annual fixed WDA renewal discount adjustment of $0.82 per ton for the term of the WDA.

E. In March 2002, an amendment to the WDA was approved to acknowledge the right of the County to accept in-County waste from Burrtec Waste Industries, Inc. (Burrtec), known as Article 19 Solid Waste, at a rate lower than the WDA Contract Rate in exchange for the County sharing the net revenue generated from the Article 19 Solid Waste with the WDA cities based on a formula outlined in the amendment.

F. On June 30, 2013, the County's Operations Contract with Burrtec expired and the Article 19 Solid Waste ceased to be disposed in the County's Disposal System, thereby ending the revenue sharing of Article 19 Solid Waste with the WDA cities.

G. The parties agree that there will be benefits to the Disposal System and accordingly to the County, as the owner/operator of the Disposal System, and to the City, as a user of the Disposal System, of accepting in-County waste from other non-WDA users of the Disposal System at a rate lower than the WDA Contract Rate in exchange for the County sharing the net revenue of in-County waste generated with the WDA cities based on the revenue sharing formula from the previous Article 19 Solid Waste.

NOW THEREFORE, in consideration of the forgoing recitals and the following covenants and promises the Parties agree as follows:

1. Amended Section 4.2 CONTRACT RATE. (A) Generally. This section is amended in its entirety to read:

SECTION 4.2. CONTRACT RATE. (A) Generally. Effective January 1, 1998, the Contract Rate payable by each Franchise Hauler shall be $28.50 per ton, subject to potential adjustment necessary to reflect the circumstances set forth below:

(i) increased costs incurred by the County (in excess of available insurance proceeds) due to the occurrence of one or more Uncontrollable Circumstances, including Changes in Law; and

(ii) escalation during the Term of this Agreement calculated in accordance with Section 4.2(B).

Prior to adjusting the Contract Rate as a result of any of the circumstances described in Section 4.2(A)(i), the County shall utilize the following remedy: reduce the costs of operating the Disposal System to the extent practicable.

Any adjustments to the Contract Rate permitted by Section 4.2(A)(i) shall be calculated by the County to reflect the actual costs or expenses of addressing the circumstance or circumstances pursuant to which the adjustment is authorized, and shall also reflect, where applicable, the then remaining capacity in the Disposal System. Such adjustment may not reflect circumstances other than the circumstances described in Section 4.2(A)(i).

2. Amended Section 4.2. CONTRACT RATE. (B) Calculation of Escalation. This section is amended in its entirety to read:

SECTION 4.2. CONTRACT RATE. (B) Calculation of Escalation. For purposes of Section 4.2(A)(ii), the Contract Rate shall be adjusted in accordance with the formula described in this Section each July 1 during the term hereof, commencing July 1, 1999. The adjustment shall be calculated in accordance with the following formula:

Contract Rate = Fixed Portion + [Escalating Portion x Index]

Where,

Fixed Portion = $10.87

Escalating Portion = $17.63

Index = Price Index, which shall be determined in accordance with the following formula:

$$I = .7[PPI_1/PPI_2] + .3[EI_1/EI_2]$$

PPI_1 = The Producer Price Index, Industrial Commodities, as published by the United States Department of Labor Statistics in the publication *Producer Price Indices*, Table 6, for the month of February in the year the adjustment is being made (e.g., the first adjustment will use the February, 1999 value)

PPI_2 = Producer Price Index, Industrial Commodities for the month of February, 1998

EI_1 = Employment Cost Index, Compensation, Private Industry Workers, as published by the United States Department of Labor Statistics in the publication *Monthly Labor Review*, Table 22, for the last quarter of the year preceding the year the adjustment is being made (e.g., the first adjustment will use the last quarter, 1998 value)

EI_2 = Employment Cost Index, Compensation, Private Industry Workers established for the last quarter of 1997

The adjustment effective on July 1, 2011, and all subsequent adjustments, will be calculated as provided above, except that the parameters of the Index (i.e., I) shall be defined as follows:

PPI_1 = The Producer Price Index, Industrial Commodities Commodity Data, as published at the United States Department of Labor, Bureau of Labor Statistics web site, Series ID WPU03 thru 15 for the month of September in the year prior to the year for which the adjustment is being made (e.g., the adjustment effective July 1, 2011 will use the September 2010 value)

PPI_2 = Producer Price Index, Industrial Commodities Commodity Data for the month of September, 1997

EI_1 = Employment Cost Index, Total Compensation, Private Industry All Workers, as published at the United States Department of Labor, Bureau of Labor Statistics web site, Series ID: CIU2010000000000I for the last quarter of the year preceding the year for which the adjustment is being made (e.g., the adjustment effective July 1, 2011 will use the third quarter, 2010 value)

EI_2 = Employment Cost Index, Compensation, Private Industry All Workers, as published at the United States Department of Labor, Bureau of Labor Statistics web site, Table 3, established for the third quarter of 1997

Effective July 1, 2016, and each July 1 thereafter during the term of the Agreement, the Contract Rate adjustment will be calculated as provided above, except that an annual fixed WDA renewal discount adjustment of $0.82 per ton will be applied after the annual Cost of Living Adjustment (COLA) adjustment. The Calculation of Escalation for July 1, 2016 through June 30, 2017 results in a $37.82 per ton rate. After including the WDA renewal discount adjustment of $0.82 per ton, the Contract Rate will be $37.00 per ton, effective July 1, 2016 through June 30, 2017.

If at any time either the Employment Cost Index or the Producer Price Index is no longer published, or are otherwise unavailable, then the COLA shall be determined by using standard official statistics measuring changes to, respectively, labor costs and cost of materials, as the parties shall mutually agree.

3. Add Section 4.6 to the WDA to read:

SECTION 4.6. COUNTY DISPOSAL SYSTEM REPORT OF ANNUAL FINANCIAL STATEMENTS. Beginning July 1, 2016, the County will conduct an annual meeting, inviting all WDA Cities/Towns to participate, within 45 days of receipt of the San Bernardino County Department of Public Works - Solid Waste Management Division Annual Financial Statements from the County's Auditor-Controller/Treasurer/Tax Collector's Office (typically submitted to the Solid Waste Management Division no later than 45 days after the first of each calendar year) to provide annual revenue and expense statements, fund balance and net asset values, from the prior fiscal year, related to the County's Disposal System. The first meeting is anticipated to be held in February 2017, to review the Fiscal Year 2015-2016 Financial Statements.

4. Amended Section 6.1 EFFECTIVE DATE AND TERM. (A) Term. This section is amended in its entirety to read:

SECTION 6.1. EFFECTIVE DATE AND TERM. (A) Term. This Agreement shall become effective, shall be in full force and effect and shall be legally binding upon the City and the County from the Contract Date and shall continue in full force and effect until June 30, 2021, unless earlier terminated in accordance with its terms.

5. Add Section 8 to the WDA to read:

SECTION 8. IN-COUNTY NON-WDA SOLID WASTE.

SECTION 8.1. Definition of In-County Non-WDA Solid Waste. "In-County Non-WDA Solid Waste" is defined as the solid waste which may be delivered to the Disposal System by other Non-WDA users ("In-County Users") of the Disposal System, including, but not limited to, other Non-WDA cities in the County, sanitary districts, Transfer Stations or Independent Haulers, that is:

(i) allowed to be disposed of in the Disposal System pursuant to federal, state and local laws and regulations;

(ii) not being delivered to the Disposal System as of June 30, 2016; and

(iii) delivered to the Disposal System in transfer trailers.

SECTION 8.2. Limited Waiver of City's Rights Under Waste Delivery Agreement and Right of County to Accept In-County Non-WDA Solid Waste. The parties agree that, for the term of any contract with In-County Users (including any extensions of term) the County may accept In-County Non-WDA Solid Waste from In-County Users for disposal in the Disposal System in the amount determined by the County. Upon payment of the In-County City Fee (the WDA cities' portion of the In-County Non-WDA Disposal Fee charged to the In-County Users) and satisfaction of the other requirements of this Section 8, the County will not be required to offer City a Contract Rate equal to the In-County Non-WDA Disposal Fee (defined as the disposal fee paid by the Non-WDA In-County Users with disposal agreements with the County) in accordance with Section 3.5(A) of the WDA, *provided that* such acceptance of In-County Non-WDA Solid Waste will not impair the rights of the WDA Cities under the provisions of Section 3.5(B) of the WDA.

SECTION 8.3. Limited Waiver of County's Rights Under Waste Delivery Agreement and Right of County to Accept In-County Non-WDA Solid Waste. The parties agree that, for the term of any contract with In-County Users (including any extensions of term) the County agrees to accept In-County Non-WDA Solid Waste from In-County Users for disposal in the Disposal System only upon payment of the In-County City Fee and satisfaction of the other requirements of this Section 8 of the WDA.

SECTION 8.4. Calculation of Net Per Ton In-County Non-WDA Disposal Fee. For purposes of this Section, the Net Per Ton In-County Non-WDA Disposal Fee shall consist of the In-County Non-WDA Disposal Fee, then in effect, under the terms of any contract with In-County Users, less the following payments:

(i) the amount of the required payment to the County's Operations Contractor for disposing of such In-County Non-WDA Solid Waste then in effect under the terms of the County's Waste Disposal System Operations Contract (if the County's Operations Contractor exceeds the Annual Baseline Tonnage of 1,260,236 tons for disposal, then the Operations Contractor's disposal rate of $6.40 per ton as of July 1, 2016, and adjusted annually thereafter, will be included in the calculation of the Net Per Ton In-County Non-WDA Disposal Fee);

(ii) the other specified payments to governmental agencies in the amounts then required (including any newly required payment or any payment made in substitution of an identified payment); and

(iii) the amounts representing the allocation of costs for closure and postclosure maintenance and expansion costs (in the amounts set forth on Exhibit B, such amounts to be adjusted for Cost of Living increases in the same percentage amount as the actual change made to the per ton disposal fee charged by the County to the Cities which have a WDA with the County pursuant to the "Calculation for Escalation" contained in Section 4.2(B) of the WDA).

Formula: In-County Non-WDA Disposal Fee

Less Payment under the Waste Disposal System Operations Contract to the Operations Contractor (If the County's Operations Contractor exceeds the Annual Baseline Tonnage of 1,260,236 tons for disposal, then the Operations Contractor's disposal rate of $6.40 per ton as of July 1, 2016, and adjusted annually thereafter, will be included in the calculation of the Net Per Ton In-County Non-WDA Disposal Fee).
Payment to CalRecycle
Payment to the Local Enforcement Agency
Host Fee Payment to the City of Fontana
Host Fee Payment to the City of Rialto
Any other payment required to be made to local, State or Federal Agencies relative to the disposal of solid waste or fees collected relative to such disposal
Allocation of costs for Closure and Postclosure
Allocation of costs for expansion (construction of additional capacity)

Equals Net Per Ton In-County Non-WDA Disposal Fee

Exhibit B attached hereto is a draft example of the distribution of the WDA Cities' share of the Net Per Ton In-County Non-WDA Disposal Fee County revenue generated from Non-WDA In-County Users based on an example of a $27.00 per ton In-County Non-WDA Disposal Fee. Exhibit B also outlines the current adjustments used to calculate the Net Per Ton In-County Non-WDA Disposal Fee. These adjustment amounts are subject to annual COLA adjustments effective July 1, 2016 and each July 1st thereafter during the term of this Agreement.

SECTION 8.5. Allocation of In-County City Fee. In consideration of the agreements of the City hereunder, the County will pay to the WDA Cities, in the aggregate, 50% of the Net Per Ton In-County Non-WDA Disposal Fee for each ton of In-County Non-WDA Solid Waste accepted for disposal at the Disposal System. Such fee is referred to herein as the "In-County City Fee". The remaining 50% of the Net Per Ton In-County Non-WDA Disposal Fee is being retained by the County. The In-County City Fee may be used by each city/town as it shall deem appropriate, in its sole discretion.

The In-County City Fee shall be further allocated among each of the WDA Cities on the basis of two separate criteria:

(i) 50% of the In-County City Fee shall be divided equally among the WDA Cities, without regard for any other criteria; and

(ii) 50% of the In-County City Fee shall be divided among the WDA Cities based on population, on a per capita basis, as published by the California Department of Finance, as of each May 1, each year during the term of the WDA.

The City's share of the In-County City Fee shall be paid to City in quarterly payments, within forty-five (45) days after the end of the calendar quarter (i.e., March, June, September, and December).

This Section 8 refers only to those waste disposal agreements with In-County Users that have a Contract Rate less than the WDA Contract Rate.

This Section 8 shall be in effect beginning July 1, 2016.

6. Effective Date. This Amendment shall be effective if and only when all fifteen cities/towns listed on Exhibit A have each adopted and executed a counterpart of this Amendment No. 6 (the amendment number may differ for each city/town listed on Exhibit A) and such amendment has been adopted and executed by the County on or before June 30, 2016. In all events, the conditions in the forgoing sentence shall occur otherwise this Amendment No. 6 shall be null and void and without any effect whatsoever.

7. No other amendments. Except as modified in this Amendment (or in any prior Amendment(s)) all other terms and conditions of the WDA, including without limit those contained in any prior Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or representatives as of the day and year first above written.

COUNTY OF SAN BERNARDINO

► _____
James Ramos, Chairman, Board of Supervisors

Dated: _____

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

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

By _____
Deputy

_____
(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address _____

_____

Approved as to Legal Form	Reviewed by Contract Compliance	Presented to BOS for Signature
►	►	►
Julie Surber, Deputy County Counsel	David Doublet, Chief Engineer	Gerry Newcombe, Department Head
Date _____	Date _____	Date _____

EXHIBIT B
IN-COUNTY NON-WDA DISPOSAL FEE ANALYSIS
DRAFT EXAMPLE

Proposed Annual Burrtec In-County Non-WDA Waste (City of SB @ 50% volume)		
Disposal Fee		**$27.00**
Ops Contract	$0.00[1]	
Calrecycle Fee	$1.40	
LEA Fee	$0.47	
Fontana Host Fee	$3.10	
Rialto Host Fee	$3.10	
Other State, Local fees	$0.00	
Closure and Post-Closure	$3.28	
Expansion Costs	$4.53	
Total Adjustments		($15.88)
Net In-County Non-WDA Disposal Fee		$11.12
In-County City Fee (50%)		**$5.56**

Example of In-County Waste	TPY (07/2016 thru 12/2017	Per Ton City Fee	Annual City Fee
San Bernardino	70,000	$5.56	$389,200
Former A19	217,000	$5.56	$1,206,520
Total	287,000		$1,595,720
Even Distribution		50%	$797,860
Per Capita Distribution		50%	$797,860

[1] If the County's Operations Contractor exceeds the Annual Baseline Tonnage of 1,260,236 tons for disposal, then the Operations Contractor's disposal rate of $6.40 per ton as of July 1, 2016, and adjusted annually thereafter, will be included in the calculation of the Net Per Ton In-County Non-WDA Disposal Fee.

	City	1st Half of City Fee	Flat City Fee	01/01/15 Calif. DoF Population	Per Capita %	2nd half of City Fee	Total	MVSL Host City Fee Per Ton $3.10	MVSL Total Host Fee + A19 Share
1	Fontana	6.67%	$53,190.67	204,312	22.78%	$181,778.66	**$234,969.32**	$889,700	**$1,124,669**
2	Victorville	6.67%	$53,190.67	121,168	13.51%	$107,804.52	**$160,995.18**		
3	Rialto	6.67%	$53,190.67	102,092	11.38%	$90,832.39	**$144,023.05**	$889,700	**$1,033,723**
4	Hesperia	6.67%	$53,190.67	92,177	10.28%	$82,010.90	**$135,201.57**		
5	Apple Valley	6.67%	$53,190.67	71,396	7.96%	$63,521.81	**$116,712.48**		
6	Colton	6.67%	$53,190.67	53,384	5.95%	$47,496.34	**$100,687.00**		
7	Highland	6.67%	$53,190.67	54,332	6.06%	$48,339.78	**$101,530.45**		
8	Yucaipa	6.67%	$53,190.67	52,942	5.90%	$47,103.09	**$100,293.75**		
9	Adelanto	6.67%	$53,190.67	33,084	3.69%	$29,435.20	**$82,625.87**		
10	29 Palms	6.67%	$53,190.67	25,846	2.88%	$22,995.47	**$76,186.14**		
11	Barstow	6.67%	$53,190.67	23,407	2.61%	$20,825.47	**$74,016.13**		
12	Loma Linda	6.67%	$53,190.67	23,751	2.65%	$21,131.53	**$74,322.20**		
13	Yucca Valley	6.67%	$53,190.67	21,355	2.38%	$18,999.78	**$72,190.45**		
14	Grand Terrace	6.67%	$53,190.67	12,352	1.38%	$10,989.71	**$64,180.38**		
15	Big Bear Lake	6.67%	$53,190.67	5,165	0.58%	$4,595.36	**$57,786.02**		
		100.00%	$797,860.00	896,763	100.00%	$797,860.00	**$1,595,720.00**	$1,779,400	$2,158,392

County Benefit

Rate	Adjustment	WDA Share	Net
$27.00	($15.88)	($5.56)	$5.56
		TOTAL	$1,595,720.00

ATTACHMENT 2

WASTE DISPOSAL AGREEMENT

BETWEEN

THE COUNTY OF SAN BERNARDINO, CALIFORNIA

AND

THE CITY OF COLTON

DATED: MAY 12, 1998

County Authorization Date:

_____

City Authorization Date:

_____

County Notice Address:

Solid Waste Management Division
222 Hospitality Lane, 2nd Floor
San Bernardino, CA 92415-0017

City Notice Address:

_____
_____
_____

Emergency Contact:

Arthur L. Rivera
Deputy Director
(909) 386-8703

Emergency Contact:

_____
_____
_____

AMENDMENT NO. 6 TO THE
WASTE DISPOSAL AGREEMENT

On May 12, 1998, the City of Colton ("City") and the County of San Bernardino ("County") entered into a Waste Disposal Agreement ("WDA"). The parties hereby amend the WDA, on the Effective Date as provided herein, by their respective execution of this agreement (hereinafter "Amendment').

Recitals

A. The parties have previously entered into the following amendments to the WDA. Amendment No. 1 to the WDA was to correct the designated disposal facilities for the City. Amendment No. 2 was to implement the "Article 19 Solid Waste" component of the County's waste management system and define the City's share of that revenue. Amendment No. 3 was to increase the annual maximum limits of "Article 19 Solid Waste" in the County landfill system. Amendment No. 4 allowed the County to calculate the annual cost of living adjustment earlier in the calendar year. Amendment No. 5 extended the end date of the WDA to June 30, 2016.

B. In connection with the ongoing administration of the WDA, the parties have determined it is now in their best interests to change the termination date to June 30, 2021.

C. This change in the termination date will assist both the City and the County in planning for future fiscal years' budgeting of solid waste disposal services and costs.

D. The parties have determined it is in their best interests to apply an annual fixed WDA renewal discount adjustment of $0.82 per ton for the term of the WDA.

E. In March 2002, an amendment to the WDA was approved to acknowledge the right of the County to accept in-County waste from Burrtec Waste Industries, Inc. (Burrtec), known as Article 19 Solid Waste, at a rate lower than the WDA Contract Rate in exchange for the County sharing the net revenue generated from the Article 19 Solid Waste with the WDA cities based on a formula outlined in the amendment.

F. On June 30, 2013, the County's Operations Contract with Burrtec expired and the Article 19 Solid Waste ceased to be disposed in the County's Disposal System, thereby ending the revenue sharing of Article 19 Solid Waste with the WDA cities.

G. The parties agree that there will be benefits to the Disposal System and accordingly to the County, as the owner/operator of the Disposal System, and to the City, as a user of the Disposal System, of accepting in-County waste from other non-WDA users of the Disposal System at a rate lower than the WDA Contract Rate in exchange for the County sharing the net revenue of in-County waste generated with the WDA cities based on the revenue sharing formula from the previous Article 19 Solid Waste.

NOW THEREFORE, in consideration of the forgoing recitals and the following covenants and promises the Parties agree as follows:

1. Amended Section 4.2 CONTRACT RATE. (A) Generally. This section is amended in its entirety to read:

SECTION 4.2. CONTRACT RATE. (A) Generally. Effective January 1, 1998, the Contract Rate payable by each Franchise Hauler shall be $28.50 per ton, subject to potential adjustment necessary to reflect the circumstances set forth below:

(i) increased costs incurred by the County (in excess of available insurance proceeds) due to the occurrence of one or more Uncontrollable Circumstances, including Changes in Law; and

(ii) escalation during the Term of this Agreement calculated in accordance with Section 4.2(B).

Prior to adjusting the Contract Rate as a result of any of the circumstances described in Section 4.2(A)(i), the County shall utilize the following remedy: reduce the costs of operating the Disposal System to the extent practicable.

Any adjustments to the Contract Rate permitted by Section 4.2(A)(i) shall be calculated by the County to reflect the actual costs or expenses of addressing the circumstance or circumstances pursuant to which the adjustment is authorized, and shall also reflect, where applicable, the then remaining capacity in the Disposal System. Such adjustment may not reflect circumstances other than the circumstances described in Section 4.2(A)(i).

2. Amended Section 4.2. CONTRACT RATE. (B) Calculation of Escalation. This section is amended in its entirety to read:

SECTION 4.2. CONTRACT RATE. (B) Calculation of Escalation. For purposes of Section 4.2(A)(ii), the Contract Rate shall be adjusted in accordance with the formula described in this Section each July 1 during the term hereof, commencing July 1, 1999. The adjustment shall be calculated in accordance with the following formula:

Contract Rate = Fixed Portion + [Escalating Portion x Index]

Where,

Fixed Portion = $10.87

Escalating Portion = $17.63

Index = Price Index, which shall be determined in accordance with the following formula:

$$I = .7[PPI_1/PPI_2] + .3[EI_1/EI_2]$$

PPI_1 = The Producer Price Index, Industrial Commodities, as published by the United States Department of Labor Statistics in the publication *Producer Price Indices*, Table 6, for the month of February in the year the adjustment is being made (e.g., the first adjustment will use the February, 1999 value)

PPI_2 = Producer Price Index, Industrial Commodities for the month of February, 1998

EI_1 = Employment Cost Index, Compensation, Private Industry Workers, as published by the United States Department of Labor Statistics in the publication *Monthly Labor Review*, Table 22, for the last quarter of the year preceding the year the adjustment is being made (e.g., the first adjustment will use the last quarter, 1998 value)

EI_2 = Employment Cost Index, Compensation, Private Industry Workers established for the last quarter of 1997

The adjustment effective on July 1, 2011, and all subsequent adjustments, will be calculated as provided above, except that the parameters of the Index (i.e., I) shall be defined as follows:

PPI_1 = The Producer Price Index, Industrial Commodities Commodity Data, as published at the United States Department of Labor, Bureau of Labor Statistics web site, Series ID WPU03 thru 15 for the month of September in the year prior to the year for which the adjustment is being made (e.g., the adjustment effective July 1, 2011 will use the September 2010 value)

PPI_2 = Producer Price Index, Industrial Commodities Commodity Data for the month of September, 1997

EI_1 = Employment Cost Index, Total Compensation, Private Industry All Workers, as published at the United States Department of Labor, Bureau of Labor Statistics web site, Series ID: CIU2010000000000I for the last quarter of the year preceding the year for which the adjustment is being made (e.g., the adjustment effective July 1, 2011 will use the third quarter, 2010 value)

EI_2 = Employment Cost Index, Compensation, Private Industry All Workers, as published at the United States Department of Labor, Bureau of Labor Statistics web site, Table 3, established for the third quarter of 1997

Effective July 1, 2016, and each July 1 thereafter during the term of the Agreement, the Contract Rate adjustment will be calculated as provided above, except that an annual fixed WDA renewal discount adjustment of $0.82 per ton will be applied after the annual Cost of Living Adjustment (COLA) adjustment. The Calculation of Escalation for July 1, 2016 through June 30, 2017 results in a $37.82 per ton rate. After including the WDA renewal discount adjustment of $0.82 per ton, the Contract Rate will be $37.00 per ton, effective July 1, 2016 through June 30, 2017.

If at any time either the Employment Cost Index or the Producer Price Index is no longer published, or are otherwise unavailable, then the COLA shall be determined by using standard official statistics measuring changes to, respectively, labor costs and cost of materials, as the parties shall mutually agree.

3. Add Section 4.6 to the WDA to read:

SECTION 4.6. COUNTY DISPOSAL SYSTEM REPORT OF ANNUAL FINANCIAL STATEMENTS. Beginning July 1, 2016, the County will conduct an annual meeting, inviting all WDA Cities/Towns to participate, within 45 days of receipt of the San Bernardino County Department of Public Works - Solid Waste Management Division Annual Financial Statements from the County's Auditor-Controller/Treasurer/Tax Collector's Office (typically submitted to the Solid Waste Management Division no later than 45 days after the first of each calendar year) to provide annual revenue and expense statements, fund balance and net asset values, from the prior fiscal year, related to the County's Disposal System. The first meeting is anticipated to be held in February 2017, to review the Fiscal Year 2015-2016 Financial Statements.

4. Amended Section 6.1 EFFECTIVE DATE AND TERM. (A) Term. This section is amended in its entirety to read:

SECTION 6.1. EFFECTIVE DATE AND TERM. (A) Term. This Agreement shall become effective, shall be in full force and effect and shall be legally binding upon the City and the County from the Contract Date and shall continue in full force and effect until June 30, 2021, unless earlier terminated in accordance with its terms.

5. Add Section 8 to the WDA to read:

SECTION 8. IN-COUNTY NON-WDA SOLID WASTE.

SECTION 8.1. Definition of In-County Non-WDA Solid Waste. "In-County Non-WDA Solid Waste" is defined as the solid waste which may be delivered to the Disposal System by other Non-WDA users ("In-County Users") of the Disposal System, including, but not limited to, other Non-WDA cities in the County, sanitary districts, Transfer Stations or Independent Haulers, that is:

(i) allowed to be disposed of in the Disposal System pursuant to federal, state and local laws and regulations;

(ii) not being delivered to the Disposal System as of June 30, 2016; and

(iii) delivered to the Disposal System in transfer trailers.

SECTION 8.2. Limited Waiver of City's Rights Under Waste Delivery Agreement and Right of County to Accept In-County Non-WDA Solid Waste. The parties agree that, for the term of any contract with In-County Users (including any extensions of term) the County may accept In-County Non-WDA Solid Waste from In-County Users for disposal in the Disposal System in the amount determined by the County. Upon payment of the In-County City Fee (the WDA cities' portion of the In-County Non-WDA Disposal Fee charged to the In-County Users) and satisfaction of the other requirements of this Section 8, the County will not be required to offer City a Contract Rate equal to the In-County Non-WDA Disposal Fee (defined as the disposal fee paid by the Non-WDA In-County Users with disposal agreements with the County) in accordance with Section 3.5(A) of the WDA, *provided that* such acceptance of In-County Non-WDA Solid Waste will not impair the rights of the WDA Cities under the provisions of Section 3.5(B) of the WDA.

SECTION 8.3. Limited Waiver of County's Rights Under Waste Delivery Agreement and Right of County to Accept In-County Non-WDA Solid Waste. The parties agree that, for the term of any contract with In-County Users (including any extensions of term) the County agrees to accept In-County Non-WDA Solid Waste from In-County Users for disposal in the Disposal System only upon payment of the In-County City Fee and satisfaction of the other requirements of this Section 8 of the WDA.

SECTION 8.4. Calculation of Net Per Ton In-County Non-WDA Disposal Fee. For purposes of this Section, the Net Per Ton In-County Non-WDA Disposal Fee shall consist of the In-County Non-WDA Disposal Fee, then in effect, under the terms of any contract with In-County Users, less the following payments:

(i) the amount of the required payment to the County's Operations Contractor for disposing of such In-County Non-WDA Solid Waste then in effect under the terms of the County's Waste Disposal System Operations Contract (if the County's Operations Contractor exceeds the Annual Baseline Tonnage of 1,260,236 tons for disposal, then the Operations Contractor's disposal rate of $6.40 per ton as of July 1, 2016, and adjusted annually thereafter, will be included in the calculation of the Net Per Ton In-County Non-WDA Disposal Fee);

(ii) the other specified payments to governmental agencies in the amounts then required (including any newly required payment or any payment made in substitution of an identified payment); and

(iii) the amounts representing the allocation of costs for closure and postclosure maintenance and expansion costs (in the amounts set forth on Exhibit B, such amounts to be adjusted for Cost of Living increases in the same percentage amount as the actual change made to the per ton disposal fee charged by the County to the Cities which have a WDA with the County pursuant to the "Calculation for Escalation" contained in Section 4.2(B) of the WDA).

Formula: In-County Non-WDA Disposal Fee

Less Payment under the Waste Disposal System Operations Contract to the Operations Contractor (If the County's Operations Contractor exceeds the Annual Baseline Tonnage of 1,260,236 tons for disposal, then the Operations Contractor's disposal rate of $6.40 per ton as of July 1, 2016, and adjusted annually thereafter, will be included in the calculation of the Net Per Ton In-County Non-WDA Disposal Fee).
Payment to CalRecycle
Payment to the Local Enforcement Agency
Host Fee Payment to the City of Fontana
Host Fee Payment to the City of Rialto
Any other payment required to be made to local, State or Federal Agencies relative to the disposal of solid waste or fees collected relative to such disposal
Allocation of costs for Closure and Postclosure
Allocation of costs for expansion (construction of additional capacity)

Equals Net Per Ton In-County Non-WDA Disposal Fee

Exhibit B attached hereto is a draft example of the distribution of the WDA Cities' share of the Net Per Ton In-County Non-WDA Disposal Fee County revenue generated from Non-WDA In-County Users based on an example of a $27.00 per ton In-County Non-WDA Disposal Fee. Exhibit B also outlines the current adjustments used to calculate the Net Per Ton In-County Non-WDA Disposal Fee. These adjustment amounts are subject to annual COLA adjustments effective July 1, 2016 and each July 1st thereafter during the term of this Agreement.

SECTION 8.5. Allocation of In-County City Fee. In consideration of the agreements of the City hereunder, the County will pay to the WDA Cities, in the aggregate, 50% of the Net Per Ton In-County Non-WDA Disposal Fee for each ton of In-County Non-WDA Solid Waste accepted for disposal at the Disposal System. Such fee is referred to herein as the "In-County City Fee". The remaining 50% of the Net Per Ton In-County Non-WDA Disposal Fee is being retained by the County. The In-County City Fee may be used by each city/town as it shall deem appropriate, in its sole discretion.

The In-County City Fee shall be further allocated among each of the WDA Cities on the basis of two separate criteria:

(i) 50% of the In-County City Fee shall be divided equally among the WDA Cities, without regard for any other criteria; and

(ii) 50% of the In-County City Fee shall be divided among the WDA Cities based on population, on a per capita basis, as published by the California Department of Finance, as of each May 1, each year during the term of the WDA.

The City's share of the In-County City Fee shall be paid to City in quarterly payments, within forty-five (45) days after the end of the calendar quarter (i.e., March, June, September, and December).

This Section 8 refers only to those waste disposal agreements with In-County Users that have a Contract Rate less than the WDA Contract Rate.

This Section 8 shall be in effect beginning July 1, 2016.

6. Effective Date. This Amendment shall be effective if and only when all fifteen cities/towns listed on Exhibit A have each adopted and executed a counterpart of this Amendment No. 6 (the amendment number may differ for each city/town listed on Exhibit A) and such amendment has been adopted and executed by the County on or before June 30, 2016. In all events, the conditions in the forgoing sentence shall occur otherwise this Amendment No. 6 shall be null and void and without any effect whatsoever.

7. No other amendments. Except as modified in this Amendment (or in any prior Amendment(s)) all other terms and conditions of the WDA, including without limit those contained in any prior Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or representatives as of the day and year first above written.

COUNTY OF SAN BERNARDINO

► _____
James Ramos, Chairman, Board of Supervisors

Dated: _____

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

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

By _____
Deputy

_____
(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address _____

_____

Approved as to Legal Form	Reviewed by Contract Compliance	Presented to BOS for Signature
►	►	►
Julie Surber, Deputy County Counsel	David Doublet, Chief Engineer	Gerry Newcombe, Department Head
Date _____	Date _____	Date _____

EXHIBIT B
IN-COUNTY NON-WDA DISPOSAL FEE ANALYSIS
DRAFT EXAMPLE

Proposed Annual Burrtec In-County Non-WDA Waste (City of SB @ 50% volume)		
Disposal Fee		$27.00
Ops Contract	$0.00[1]	
Calrecycle Fee	$1.40	
LEA Fee	$0.47	
Fontana Host Fee	$3.10	
Rialto Host Fee	$3.10	
Other State, Local fees	$0.00	
Closure and Post-Closure	$3.28	
Expansion Costs	$4.53	
Total Adjustments		($15.88)
Net In-County Non-WDA Disposal Fee		$11.12
In-County City Fee (50%)		$5.56

Example of In-County Waste	TPY (07/2016 thru 12/2017	Per Ton City Fee	Annual City Fee
San Bernardino	70,000	$5.56	$389,200
Former A19	217,000	$5.56	$1,206,520
Total	287,000		$1,595,720
Even Distribution		50%	$797,860
Per Capita Distribution		50%	$797,860

[1] If the County's Operations Contractor exceeds the Annual Baseline Tonnage of 1,260,236 tons for disposal, then the Operations Contractor's disposal rate of $6.40 per ton as of July 1, 2016, and adjusted annually thereafter, will be included in the calculation of the Net Per Ton In-County Non-WDA Disposal Fee.

	City	1st Half of City Fee	Flat City Fee	01/01/15 Calif. DoF Population	Per Capita %	2nd half of City Fee	Total	MVSL Host City Fee Per Ton $3.10	MVSL Total Host Fee + A19 Share
1	Fontana	6.67%	$53,190.67	204,312	22.78%	$181,778.66	$234,969.32	$889,700	$1,124,669
2	Victorville	6.67%	$53,190.67	121,168	13.51%	$107,804.52	$160,995.18		
3	Rialto	6.67%	$53,190.67	102,092	11.38%	$90,832.39	$144,023.05	$889,700	$1,033,723
4	Hesperia	6.67%	$53,190.67	92,177	10.28%	$82,010.90	$135,201.57		
5	Apple Valley	6.67%	$53,190.67	71,396	7.96%	$63,521.81	$116,712.48		
6	Colton	6.67%	$53,190.67	53,384	5.95%	$47,496.34	$100,687.00		
7	Highland	6.67%	$53,190.67	54,332	6.06%	$48,339.78	$101,530.45		
8	Yucaipa	6.67%	$53,190.67	52,942	5.90%	$47,103.09	$100,293.75		
9	Adelanto	6.67%	$53,190.67	33,084	3.69%	$29,435.20	$82,625.87		
10	29 Palms	6.67%	$53,190.67	25,846	2.88%	$22,995.47	$76,186.14		
11	Barstow	6.67%	$53,190.67	23,407	2.61%	$20,825.47	$74,016.13		
12	Loma Linda	6.67%	$53,190.67	23,751	2.65%	$21,131.53	$74,322.20		
13	Yucca Valley	6.67%	$53,190.67	21,355	2.38%	$18,999.78	$72,190.45		
14	Grand Terrace	6.67%	$53,190.67	12,352	1.38%	$10,989.71	$64,180.38		
15	Big Bear Lake	6.67%	$53,190.67	5,165	0.58%	$4,595.36	$57,786.02		
		100.00%	$797,860.00	896,763	100.00%	$797,860.00	$1,595,720.00	$1,779,400	$2,158,392

County Benefit

Rate	Adjustment	WDA Share	Net
$27.00	($15.88)	($5.56)	$5.56
		TOTAL	$1,595,720.00

AMENDMENT NO. 2
TO
WASTE DISPOSAL AGREEMENT

On May 12, 1998, the City of Colton ("City") and the County of San Bernardino ("County") entered into a Waste Disposal Agreement (the "Waste Disposal Agreement") which is hereby amended as of this 19th day of March, 2002 ("Amendment No. 2").

Recitals

A. On March 27, 2001 the County entered into a Solid Waste Operations Contract ("Operations Contract") with Burrtec Waste Industries, Inc. ("Contractor"). During each fiscal year during the term of the Operations Contract, the Contractor has the right and the obligation to dispose of at least 250,000 but not more than 300,000 tons of solid waste to the Disposal System. In Amendment No. 4 to the Operations Contract, entered into on March 5, 2002 the amount of solid waste to be delivered for disposal in the Disposal System from March 19, 2002 to and through June 30, 2002 is at least 20,830 but not more than 150,000 tons of solid waste.

B. The solid waste which may be delivered to the Disposal System by the Contractor is defined in Article 19 of the Operations Contract as solid waste that is: (i) allowed to be disposed of in the Disposal System pursuant to federal, state and local law; (ii) not being delivered to the Disposal System as of the date of the Operations Contract; (iii) being processed at the West Valley Material Recovery Facility or the Robert A. Nelson Transfer Station; and (iv) delivered to the Disposal System in transfer trailers. Such solid waste is referred to as the "Article 19 Solid Waste."

C. The amount to be paid to the County by the Contractor for the disposal of Article 19 Solid Waste is $20.50 per ton, to be adjusted for Cost of Living increases in the same percentage amount as the actual change made to the per ton disposal fee charged by the County to Cities which have a Waste Disposal Agreement ("WDA") with the County pursuant to the "Calculation for Escalation" contained in Section 4.2 (B) of the WDA. Such per ton disposal fee is referred to as the "Article 19 Disposal Fee."

D. The current Contract Rate payable by City to County for the disposal of solid waste under the Waste Disposal Agreement is higher than the Article 19 Disposal Fee.

E. City contends that absent agreement by the Cities to the contrary, Section 3.5(A) of the Waste Disposal Agreement prohibits the County from allowing the disposal of Article 19 Waste at the Article 19 Disposal Fee unless the County

makes available to the City a Contract Rate equal to the Article 19 Disposal Fee. The County disputes this contention.

F. Notwithstanding their dispute, the County and City agree that there will be benefits to the Disposal System and accordingly to the County, as the owner/operator of the Disposal System, and to the City, as a user of the Disposal System, of accepting Article 19 Solid Waste for disposal in the Disposal System. Accordingly, on the terms provided herein, both City and County agree relative to the acceptance of Article 19 Solid Waste to a limited waiver of their respective rights and further, the County agrees to share a portion of such Article 19 Disposal Fee (the "Article 19 City Fee") with each City that entered into a Waste Disposal Agreement, including City ("WDA Cities").

G. The purpose of this Amendment No. 2 is to acknowledge that: (i) City agrees to waive its right under the provisions of Section 3.5(A) hereof with respect to the Operations Contract, including the right of the County to accept Article 19 Solid Waste on payment of Article 19 Disposal Fee without being required to offer to City to adjust the current or future Contract Rate to equal the Article 19 Disposal Fee; (ii) County agrees to waive any right it may have to accept Article 19 Solid Waste except as provided herein; and (iii) that the County and City agree on the method of calculating and sharing with City its share from the receipt of the Article 19 Disposal Fee, as described herein. This Amendment No. 2 shall become effective only if and when all WDA Cities, including City, have adopted and executed a counterpart of this Amendment No. 2 without modifications and the County has adopted and executed each counterpart of this Amendment No. 2. Attached as Exhibit A is a list of WDA Cities and their respective share of Article 19 City Fee.

H. Pursuant to Amendment No. 4 to the Operations Contract, the County must mail notice to Contractor on or before March 19, 2002 of its decision to cancel the right of Contractor to deliver Article 19 Solid Waste to the Disposal System. If the County fails to take such action by such date (absent a further amendment of the Operations Contract to extend such date) then Contractor's rights to dispose of Article 19 Solid Waste in the Disposal System become effective.

NOW THEREFORE, in consideration of the forgoing recitals and the following covenants and promises the parties agree as follows:

1. Limited Waiver of City's Rights Under Waste Delivery Agreement and Right of County to Accept Article 19 Solid Waste. The parties agree that, for the term of the Operations Contract (including any extensions of term currently contained in the Operations Contract) the County may accept Article 19 Solid Waste from Contractor for disposal in the Disposal System in the amount of at least 250,000 but not more than 300,000 tons of solid waste to the Disposal System and for the period of March 19, 2002 to and through June 30, 2002, in

the amount of at least 20,830 but not more than 150,000 tons of solid waste. Upon payment of the Article 19 City Fee and satisfaction of the other requirements of the Operations Contract and of this Amendment No. 2, the County will not be required to offer City a Contract Rate equal to the Article 19 Disposal Fee in accordance with Section 3.5(A) of the Solid Waste Agreement, *provided that* such acceptance of Article 19 Solid Waste will not impair the rights of the WDA Cities under the provisions of Section 3.5(B) of the Solid Waste Agreement.

2. Limited Waiver of County's Rights Under Waste Delivery Agreement and Right of County to Accept Article 19 Solid Waste. The parties agree that, for the term of the Operations Contract (including any extensions of term currently contained in the Operations Contract) the County agrees to accept Article 19 Solid Waste from Contractor for disposal in the Disposal System only in the amounts specified in paragraph 1 of this Amendment and only upon payment of the Article 19 City Fee and satisfaction of the other requirements of the Operations Contract and of this Amendment No. 2.

3. Calculation of Net Per Ton Article 19 Disposal Fee. For purposes if this Amendment, the Net Per Ton Article 19 Disposal Fee shall consist of the Article 19 Disposal Fee, then in effect, under the terms of the Operations Contract, less the following payments:

(i) the amount of the required payment to Contractor for disposing of such Article 19 Solid Waste then in effect under the terms of the Operations Contract;

(ii) the other specified payments to governmental agencies in the amounts then required (including any newly required payment or any payment made in substitution of an identified payment); and

(iii) the amounts representing the allocation of costs for closure, postclosure maintenance and construction of addition disposal capaCity (in the amounts set forth on Exhibit "B", such amounts to be adjusted for Cost of Living increases in the same percentage amount as the actual change made to the per ton disposal fee charged by the County to Cities which have a Waste Disposal Agreement ("WDA") with the County pursuant to the "Calculation for Escalation" contained in Section 4.2(B) of the WDA).

Formula: Article 19 Disposal Fee

Less Payment under Operations Contract to Contractor
Payment to California Integrated Waste Management Board
Payment to Local Enforcement Agency
Payment to the City of Fontana

Any other payment required to be made to local, State or Federal Agencies relative to the disposal of solid waste or fees collected relative to such disposal *
Allocation of costs for Closure and Postclosure
Allocation for costs of construction of Additional CapaCity

Equals Net Per Ton Article 19 Disposal Fee.

* The parties acknowledge that the County currently owes $2.00 per ton to the City of Rialto, as adjusted by the Cost of Living Index, but is not obligated to make any out of pocket payment of such amount until its Credit For Prepayment is exhausted, an event expected to occur in approximately 2009, at which time such payment will be applicable to the calculation of the Net Per Ton Article 19 Disposal Fee.

Exhibit B, attached hereto sets forth the calculation of the Net Per Ton Article 19 Disposal Fee in effect as of the date hereof.

4. Allocation of Article 19 City Fee. In consideration of the agreements of the City hereunder, the County will pay to the WDA Cities, in the aggregate, 50% of the Net Per Ton Article 19 Disposal Fee for each ton of Article 19 Solid Waste accepted for disposal at the Disposal System. Such fee is referred to herein as the "Article 19 City Fee". The remaining 50% of the Net Per Ton Article 19 Disposal Fee is being retained by the County. The Article 19 City Fee may be used by each City as it shall deem appropriate, in its sole discretion.

The Article 19 City Fee shall be further allocated among each of the WDA Cities on the basis of two separate criteria:

(i) 50% of the Article 19 City Fee shall be divided equally among the WDA Cities, without regard for any other criteria; and

(ii) 50% of the Article 19 City Fee shall be divided among the WDA Cities based on population, on a per capita basis, as published by the California Department of Finance, as of each May 1, each year during the term of the WDA.

The allocation of the Article 19 City Fee among each WDA Cities for fiscal year 2001-02 is set forth in Exhibit "A," attached hereto and made a part hereof. For illustration purposes only, Exhibit A assumes an Article 19 City Fee of $1,000,000.

The City's share of the Article 19 City Fee shall be paid to City in quarterly payments, within forty five (45) days after the end of the calendar quarter (i.e., March, June, September and December); *provided that* the payment for the fiscal year 2001-02 shall be paid in full on or before August 15, 2002.

5. Effective Date. This Amendment shall be effective if and only when all cities listed on Exhibit "A" have adopted and executed a counterpart of this Amendment No. 2 and such amendment has been adopted and executed by the County. In all events, the conditions in the forgoing sentence necessary for this Amendment No. 2 to be effective shall occur on or before March 19, 2002, otherwise this Amendment No. 2 shall be null and void and without any effect whatsoever.

6. No other amendments. Except as modified in this Amendment No. 2 (or in any prior amendment) all other terms and conditions of the Waste Disposal Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year set forth below.

COUNTY OF SAN BERNARDINO

_____
Fred Aguiar, Chairman, Board of Supervisors

Date: _____

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

RENEE BASTIAN
Clerk of the Board of Supervisors

By: _____

Date: _____

Approved as to form:

ALAN K. MARKS, County Counsel
San Bernardino County, California

BY: _____
Deputy

Date: _____

CITY

By: _____
Title:

Date: _____

Exhibit "A"

CITY'S SHARE OF ARTICLE 19 CITY FEE FOR FISCAL YEAR 2001-02

CITY	1st Half of City Fee	Flat City Fee	Population	Per Capita %	2nd Half of City Fee	Total
1. Apple Valley	6.66%	$ 33,300.00	56,000	*6.62%	$ 33,090.08	$ 66,390.08
2. Barstow	6.66	33,300.00	21,550	2.55	12,733.77	46,033.77
3. Big Bear Lake	6.66	33,300.00	5,625	0.66	3,323.78	36,623.78
4. Colton	6.66	33,300.00	49,050	5.80	28,983.37	62,283.37
5. Fontana	6.66	33,300.00	135,100	15.96	79,829.82	113,129.82
6. Grand Terrace	6.66	33,300.00	11,850	1.40	7,002.10	40,302.10
7. Hesperia	6.66	33,300.00	64,200	7.59	37,935.41	71,235.41
8. Highland	6.66	33,300.00	45,600	5.39	26,944.78	60,244.78
9. Loma Linda	6.66	33,300.00	19,400	2.29	11,463.35	44,763.35
10. Rialto	6.66	33,300.00	94,700	11.19	55,957.69	89,257.69
11. San Bernardino	6.66	33,300.00	190,200	22.47	112,388.10	145,688.10
12. Twentynine Palms	6.66	33,300.00	25,850	3.06	15,274.62	48,574.62
13. Victorville	6.66	33,300.00	67,600	7.99	39,944.46	73,244.46
14. Yucaipa	6.66	33,300.00	42,250	4.99	24,965.29	58,265.29
15. Yucca Valley	6.66	33,300.00	17,200	2.03268	10,163.38	43,463.38
	100.00%	$499,500.00			$500,000.00	$999,500.00

* Totals may not add up due to rounding up. A $1,000,000 Article 19 City Fee is assumed in this Exhibit for illustration purposes only.

8303v1 024537/004317 AGMT

Exhibit "B"

NET PER TON ARTICLE 19 DISPOSAL FEE AS OF THE DATE HEREOF

Article 19 Disposal Fee	$20.50
Less: Payment under Operations Contract to Contractor	$ 6.50
Payment to California Integrated Waste Management Board	$ 1.34
Payment to Local Enforcement Agency	$ 0.78
Payment to the City of Fontana	$ 2.07
Any other payment required to be made to local, State or Federal agencies relative to the disposal of solid waste Or fees collected relative to such disposal	$ 0.00
Allocation of costs for closure and postclosure	$ 0.34
Allocation of costs for construction of additional capaCity	$ 2.10
Net per ton Article 19 Disposal Fee	$7.37
"Article 19 City Fee" consisting of 50% of the Net Per Ton Article 19 Disposal Fee	$3.685

8303v1 024537/004317 AGMT

APPROVED BY
CITY COUNCIL
Date 11/4/03
Item # 10

AMENDMENT No. 3
TO
WASTE DELIVERY AGREEMENT

On May 12, 1998, the City of Colton ("City") and the County of San Bernardino ("County") entered into a Waste Disposal Agreement (the "WDA") which is hereby amended as of this ____ day of _____, 2003 ("Amendment No. 3").

Recitals

A. On March 27, 2001 the County entered into a Solid Waste Operations Contract ("Operations Contract") with Burrtec Waste Industries, Inc. ("Contractor"). During each fiscal year during the term of the Operations Contract, the Contractor has the right and the obligation to dispose of at least 250,000 but not more than 300,000 tons of solid waste to the Disposal System. In Amendment No. 4 to the Operations Contract, entered into on March 5, 2002 the amount of Article 19 Solid Waste to be delivered for disposal in the Disposal System from March 19, 2002 to and through June 30, 2002 was at least 20,830 but not more than 150,000 tons of solid waste. In Amendment No. ___ to the Operations Contract, to be entered into concurrently with this Amendment, the amount of Article 19 Solid Waste that is acceptable for disposal in the Disposal System for the month of June 2003 is to be at least 20,834 but not more than 31,250 tons of solid waste.

B. In Amendment No. 2: (i) City agreed to waive its right under the provisions of Section 3.5(A) of the WDA with respect to the Operations Contract, including the right of the County to accept Article 19 Solid Waste on payment of Article 19 Disposal Fee without being required to offer to City to adjust the current or future Contract Rate to equal the Article 19 Disposal Fee; (ii) County agreed to waive any right it may have to accept Article 19 Solid Waste except as provided in Amendment No. 1; and (iii) the County and City agreed on the method of calculating and sharing with City its share from the receipt of the Article 19 Disposal Fee, as described in Amendment No. 2.

C. The Contractor under the Operations Contract has stated that it has control over 75,000 additional tons per year of solid waste that satisfies the definition of Article 19 Solid Waste within the meaning of the Operations Contract and that it desires to bring such waste to the Disposal System for disposal as Article 19 Solid Waste.

D. The County and City agree that it is in the interests of both parties to allow the Contract to bring the additional 75,000 tons of Article 19 Solid Waste for disposal in the Disposal System, under the same terms and conditions as set out in Amendment No. 1 to the WDA. Thus, the purpose of this Amendment No. 3 to the WDA is to increase the maximum amount of Article 19 Solid Waste that is

acceptable for disposal in the Disposal System from 300,000 tons per Contract Year to 375,000 per Contract Year.

NOW THEREFORE, in consideration of the forgoing recitals and the following covenants and promises the parties agree as follows:

1. Amendment to Section 1 of Amendment No. 2 to the WDA Regarding Limited Waiver of City's Rights Under WDA and Right of County to Accept Article 19 Solid Waste. The parties agree that Section 1 of Amendment No. 2 shall be revised by adding the following:

Notwithstanding the forgoing, commencing on the effective date of Amendment No. 3, and for the term of the Operations Contract (including any extensions of term currently contained in the Operations Contract), the County may accept Article 19 Solid Waste from Contractor for disposal in the Disposal System in the amount of at least 250,000 but not more than 375,000 tons of solid waste and for the month of June 2003, in the amount of at least 20,834 but not more than 31,250 tons of solid waste.

All other terms and conditions of Section 1 of Amendment No. 2 shall remain in full force and effect and are not amended by the provisions of this Amendment No. 3.

2. Effective Date. This Amendment shall be effective if and only when all cities listed on Exhibit "A" to Amendment No. 3 have adopted and executed a counterpart of this Amendment No. 3 and such amendment has been adopted and executed by the County. In all events, the conditions in the forgoing sentence necessary for this Amendment No. 3 to be effective shall occur on or before December 31, 2003, otherwise this Amendment No. 3 shall be null and void and without any effect whatsoever.

3. No other amendments. Except as modified in this Amendment No.3 (or in any prior amendment) all other terms and conditions of the WDA, including without limit those contained in Amendment No. 2, shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year set forth below.

COUNTY OF SAN BERNARDINO

_____
Dennis Hansberger, Chairman, Board of Supervisors

Date: _____

CITY OF COLTON

By: Daryl Parrish
Title: City Manager

Date: 11/11/03

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

RENEE BASTIAN
Clerk of the Board of Supervisors

By: _____

Date: _____

Approved as to form:

ALAN K. MARKS, County Counsel

BY: _____
Deputy

Date: _____

8303v1 024537/004317 AGMT

AMENDMENT No. 3
EXHIBIT "A"

LIST OF WASTE DELIVERY AGREEMENT CITIES AND TOWNS

Town of Apple Valley
City of Barstow
City of Big Bear Lake
City of Colton
City of Fontana
City of Grand Terrace
City of Hesperia
City of Highland
City of Loma Linda
City of Rialto
City of San Bernardino
City of Twentynine Palms
City of Victorville
City of Yucaipa
Town of Yucca Valley

AMENDMENT NO. 4 TO THE
WASTE DISPOSAL AGREEMENT

On May 12, 1998 the City of Colton ("City") and the County of San Bernardino ("County") entered into a Waste Disposal Agreement ("WDA"). The parties hereby amend the WDA, on the Effective Date as provided herein, by their respective execution of this agreement (hereinafter "Amendment').

Recitals.

A. Following the adoption of the WDA, changes in law occurred relating to the length of the required notice to be given prior to the adoption of certain fees.

B. Recently, the County has adopted a new policy of enacting its revised fees earlier in the calendar year.

C. Based on the forgoing, it will assist both the City and the County if the annual cost of living adjustment to the Contract Rate, provided for in Section 4.2(B) of the WDA, is calculated earlier in a given calendar year. To accomplish this goal, the parties have agreed in this Amendment to adjust the dates used to establish the change in the cost of living to an earlier date, thus allowing the earlier calculation of the required annual cost of living adjustment.

D. While this Amendment changes the date of the calculation of the change in the cost of living, it does not change the date that such change is effective. The change in the Contract Rate to reflect the annual cost of living adjustment will continue to be effective on July 1 of each year.

NOW THEREFORE, in consideration of the forgoing recitals and the following covenants and promises the parties agree as follows:

1. Amended Section 4.2(B) of the WDA. Section 4.2(B) of the WDA is amended to read:

(B) Calculation of Escalation. For purposes of Section 4.2(A)(ii), the Contract Rate shall be adjusted in accordance with the formula described in this Section each July 1 during the term hereof, commencing July 1, 1999. The adjustment shall be calculated in accordance with the following formula:

Contract Rate = Fixed Portion + [Escalating Portion x Index]

Where,

Fixed Portion = $10.87

Escalating Portion = $17.63

Index = Price Index, which shall be determined in accordance with the following formula:

$$I = .7[PPI_1/PPI_2] + .3[EI_1/EI_2]$$

PPI_1 = The Producer Price Index, Industrial Commodities, as published by the United States Department of Labor Statistics in the publication *Producer Price Indices*, Table 6, for the month of February in the year the adjustment is being made (e.g., the first adjustment will use the February, 1999 value)

PPI_2 = Producer Price Index, Industrial Commodities for the month of February, 1998

EI_1 = Employment Cost Index, Compensation, Private Industry Workers, as published by the United States Department of Labor Statistics in the publication *Monthly Labor Review*, Table 22, for the last quarter of the year preceding the year the adjustment is being made (e.g., the first adjustment will use the last quarter, 1998 value)

EI_2 = Employment Cost Index, Compensation, Private Industry Workers established for the last quarter of 1997

The adjustment effective on July 1, 2011, and all subsequent adjustments, will be calculated as provided above, except that the parameters of the Index (i.e., I) shall be defined as follows:

PPI_1 = The Producer Price Index, Industrial Commodities Commodity Data, as published at the United States Department of Labor, Bureau of Labor Statistics web site, Series ID WPU03 thru15 for the month of September in the year prior to the year for which the adjustment is being made (e.g., the adjustment effective July 1, 2011 will use the September 2010 value)

PPI_2 = Producer Price Index, Industrial Commodities Commodity Data for the month of September, 1997

EI_1 = Employment Cost Index, Total Compensation, Private Industry All Workers, as published at the United States Department of Labor, Bureau of Labor Statistics web site, Series ID: CIU2010000000000I for the last quarter of the year preceding the year for which the adjustment is being made (e.g., the adjustment effective July 1, 2011 will use the third quarter, 2010 value)

EI_2 = Employment Cost Index, Compensation, Private Industry All Workers, as published at the United States Department of Labor, Bureau of Labor Statistics web site, Table 3, established for the third quarter of 1997

If at any time either the Employment Cost Index or the Producer Price Index is no longer published, or are otherwise unavailable, then the Cost of Living Adjustment shall be determined by using standard official statistics measuring changes to, respectively, labor costs and cost of materials, as the parties shall mutually agree.

All other terms and conditions of Section 4.2 shall remain in full force and effect and are not amended by the provisions of this Amendment.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or representatives as of the day and year first above written.

CITY OF COLTON

By: _____

Name: DAVID R ZAMORA
Print Name

Title: MAYOR

Date: 3/8/11

COUNTY OF SAN BERNARDINO

By: _____
Chairman, Board of Supervisors

Date: MAR 15 2011

ATTEST:

By: _____
City Clerk

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

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

By: _____
Deputy

APPROVED AS TO FORM:
CITY ATTORNEY

By: _____

Date: 3-9-11

APPROVED AS TO FORM:
COUNTY COUNSEL SAN BERNARDINO COUNTY, CALIFORNIA

By: _____

Date: 3-10-11

EXHIBIT A

CITIES/TOWNS WITH A WASTE DELIVERY AGREEMENT
WITH THE COUNTY OF SAN BERNARDINO

1. ADELANTO
2. APPLE VALLEY
3. BARSTOW
4. BIG BEAR LAKE
5. COLTON
6. FONTANA
7. GRAND TERRACE
8. HESPERIA
9. HIGHLAND
10. LOMA LINDA
11. RIALTO
12. SAN BERNARDINO
13. TWENTYNINE PALMS
14. VICTORVILLE
15. YUCAIPA
16. YUCCA VALLEY

DEPARTMENT OF PUBLIC WORKS

FLOOD CONTROL • LAND DEVELOPMENT & CONSTRUCTION • OPERATIONS
SOLID WASTE MANAGEMENT • SURVEYOR • TRANSPORTATION

COUNTY OF SAN BERNARDINO

SOLID WASTE MANAGEMENT DIVISION
222 West Hospitality Lane, Second Floor • San Bernardino, CA 92415-0017 • (909) 386-8701
Administration/Engineering Fax (909) 386-8900

GRANVILLE M. "BOW" BOWMAN, P.E., P.L.S.
Director of Public Works

MAR 2011
CITY OF COLTON
ELECTRIC DEPARTMENT

MAR 2 2011

March 28, 2011

Ms. Maritza Tapia
Recycling Coordinator
City of Colton
650 North La Cadena Drive
Colton, CA 92324

SUBJECT: AMENDMENT TO WASTE DELIVERY AGREEMENT (WDA) BETWEEN THE CITY AND THE COUNTY OF SAN BERNARDINO

Dear Ms. Tapia:

On March 15, 2011, the San Bernardino County Board of Supervisors approved the amendment to the WDA to change the dates used to establish the cost of living adjustment to an earlier date. Attached is an original, fully executed copy for your records.

Sincerely,

Mary Patterson

MARY PATTERSON
Solid Waste Analyst

cc: Gerry Newcombe

AMENDMENT NO. 5 TO THE
WASTE DISPOSAL AGREEMENT

On May 12, 1998 the City of Colton ("City") and the County of San Bernardino ("County") entered into a Waste Disposal Agreement ("WDA"). The parties hereby amend the WDA, on the Effective Date as provided herein, by their respective execution of this agreement (hereinafter "Amendment').

Recitals

A. In connection with the on-going administration of the WDA, the Parties have determined it is now in their best interests to change the termination date to June 30, 2016.

B. This change in the termination date will assist both the City and the County in planning for future fiscal years' budgeting of solid waste disposal services and costs.

C. The City of San Bernardino's WDA shall terminate on December 16, 2012 at 11:59 p.m. and the solid waste from the City of San Bernardino will not be deposited in the Colton Sanitary Landfill for the term of this extension; and

D. Due to the aforementioned termination of the City of San Bernardino's WDA, it has been estimated by the County that the Colton Sanitary Landfill will have sufficient landfill capacity to operate for an additional eighteen to twenty-four months.

E. The County will not accept any waste at Colton Landfill that is not generated from a WDA city or unincorporated area of the County of San Bernardino.

NOW THEREFORE, in consideration of the forgoing recitals and the following covenants and promises the Parties agree as follows:

1. Amended ARTICLE VI TERM, Section 6.1 EFFECTIVE DATE AND TERM. (A) Term. This section is amended in its entirety to read:

   SECTION 6.1. EFFECTIVE DATE AND TERM. (A) Term. This Agreement shall become effective, shall be in full force and effect and shall be legally binding upon the City and the County from the Contract Date and shall continue in full force and effect until June 30, 2016 unless earlier terminated in accordance with its terms.

2. Effective Date. This Amendment shall be effective if and only when all fourteen cities listed on Exhibit "A" have each adopted and executed a counterpart of this Amendment No. 5 (the amendment number may differ for each city listed on Exhibit "A") on or before October 31, 2012 and such amendment has been adopted and executed by the County on or before December 18, 2012. In all events, the conditions in the forgoing sentence shall occur otherwise this Amendment No. 5 shall be null and void and without any effect whatsoever.

3. No other amendments. Except as modified in this Amendment (or in any prior Amendment(s)) all other terms and conditions of the WDA, including without limit those contained in any prior Amendment, shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or representatives as of the day and year first above written.

CITY OF COLTON

By: _____

Name: Sarah S. Zamora
Print Name

Title: Mayor

Date: 1/16/2013

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY

By: _____

Date: 2/13/13

ITEM NO. 10

STAFF REPORT

DATE:	APRIL 19, 2016
TO:	HONORABLE MAYOR AND CITY COUNCIL MEMBERS
FROM:	BILL SMITH, CITY MANAGER
PREPARED BY:	DAVID X. KOLK, Ph.D., UTILITY DIRECTOR
SUBJECT:	ACCEPT AB2766 MATCHING GRANT FUNDS IN THE AMOUNT OF $25,000 FROM THE MOBILE SOURCE AIR POLLUTION REVIEW COMMITTEE (MSRC)

RECOMMENDED ACTION

It is recommended that the City Council take the following actions:

1. Authorize the City Manager to sign and execute all documents to accept matching grant funds in the amount of $25,000 from the Mobile Source Air Pollution Reduction Review Committee (MSRC) and enter into Contract Number ML16062 with the South Coast Air Quality District (SCAQMD) for the installation of curbside electric vehicle charging stations near multi-family dwelling units.

2. Approve Resolution R-31-16 to amend the Electric Department FY 2015/2016 budget appropriation to increase expenditures by $25,000 in expense account number 520-8000-8041-2350-0923-MSR.

3. Approve the Colton Electric Department's (CED's) participation in the Professional Services Agreement Southern California Public Power Authority (SCCPA) executes, at the request of and on behalf of its members, for the purchase of electric curbside charging stations, and authorize the City Manager to sign the a letter of participation to provide electric vehicle charging equipment for an amount up to $50,000 in accordance with the City of Colton Municipal Code 3.08.140(c).

BACKGROUND

SCAQMD is the local agency with the primary responsibility for regulating stationary source air pollution within the geographical boundaries of the SCAQMD in the State of California. SCAQMD is authorized under State Health & Safety Code Section 44225 (AB 2766) to levy a fee on motor vehicles for the purpose of reducing air pollution from such vehicles to implement the California Clean Air Act.

AB 2766 further mandates that thirty percent of such vehicles registration fees be placed by SCAQMD into a separate account for the sole purpose of implementing and monitoring programs to reduce pollution from motor vehicles. AB 2766 creates a regional Mobile Source Air Pollution

Reduction Review Committee (MSRC) to develop a work program to fund projects from the separate account for the sole purpose of implementing and monitoring programs to reduce air pollution from motor vehicles.

ISSUES/ANALYSIS

City of Colton staff submitted an application for the MSRC Clean Transportation Funding 2015 Local Government Match Program on September 4, 2015. The project scope is to install three curbside, Level II, electric vehicle charger units located near the following multi-family dwelling units in the City of Colton:

1) 800 E. Washington Street, 2) 901 E. Washington Street, 3) 1401 E Santo Antonio Drive

On November 6, 2015 the City of Colton was notified that that SCAQMD governing board approved funding for the project in the amount of $25,000.

The project schedule based on the date of contract execution is as follows:

Task	Completion
Submit public outreach	Month 7
Complete site selection, design and permitting	Month 8
Complete EV station installations and enter into service	Month 10
Implement public outreach	Month 12
Quarterly Reports	Months 4 and 7
Final Report	Month 13

SCPPA issued a Request for Proposal (RFP) for the purchase and installation of electric vehicle charging equipment on behalf of its members. The RFP process utilized by SCPPA meets the public bidding requirements of each of the members. CED can participate in the SCPPA bid award to procure the necessary elected vehicle charging equipment.

Colton Municipal Code 3.08.080(b) requires that purchases of materials, supplies and equipment between $25,001 and $100,000 shall be awarded by the City Council pursuant to the non-public project informal bidding process. Colton Municipal Code 3.08.140(c) allows the City Council to waive the informal bidding process when competitive bidding has already been completed by another public agency and the price to the City is the same or better. The RFP process and award utilized by SCPPA fulfills this requirement.

FISCAL IMPACT

By accepting this grant award, the appropriations to the Electric Department Grants Revenue Account Number 520-7824-000 will increase by $25,000, and the Electric Department Expense Account Number 520-8000-8041-2350-0923-MSR will increase by $25,000. The department will seek reimbursement on a quarterly basis. The required match of $25,000 is available in the Public Benefit Account Number 526-8000-8035-2301-0921-000. This will not impact the rates to our customers.

ALTERNATIVES

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

ATTACHMENTS

1. Resolution No R-31-16

RESOLUTION NO. R-31-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLTON AUTHORIZING ACCEPTANCE OF AB2766 MATCHING GRANT FUNDS IN THE AMOUNT OF $25,000 FROM THE MOBILE SOURCE AIR POLLUTION REVIEW COMMITTEE

WHEREAS, SCAQMD is the local agency with the primary responsibility for regulating stationary source air pollution within the geographical boundaries of the SCAQMD in the State of California; and,

WHEREAS, SCAQMD is authorized under State Health & Safety Code Section 44225 (AB 2766) to levy a fee on motor vehicles for the purpose of reducing air pollution from such vehicles to implement the California Clean Air Act; and,

WHEREAS, AB 2766 further mandates that thirty percent of such vehicles' registration fees be placed by SCAQMD into a separate account for the sole purpose of implementing and monitoring programs to reduce pollution from motor vehicles; and,

WHEREAS, AB 2766 creates a regional Mobile Source Air Pollution Reduction Review Committee (MSRC) to develop a work program to fund projects from the separate account for the sole purpose of implementing and monitoring programs to reduce air pollution from motor vehicles; and,

WHEREAS, City of Colton staff submitted an application for the MSRC Clean Transportation Funding 2015 Local Government Match Program on September 4, 2015 and awarded funding.

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

That the City Manager is authorized to sign and execute all documents to accept matching grant funds in the amount of $25,000 from the Mobile Source Air Pollution Reduction Review Committee (MSRC) and enter into Contract Number ML16062 with the South Coast Air Quality District (SCAQMD) for the installation of curbside electric vehicle charging stations near multi-family dwelling units; and,

BE IT FURTHER RESOLVED that the City Manager, or his/her designee, is hereby authorized as the Signature Authority to execute all documents necessary to implement and secure payment; and,

BE IT FURTHER RESOLVED to amend the Electric Department FY 2015/2016 budget appropriation to increase revenue in 520-7824-000 and expense account number 520-8000-8041-2350-0923-MSR, both by $25,000; and,

BE IT FURTHER RESOLVED that the Colton Electric Department (CED) is authorized to participate in the Professional Services Agreement Southern California Public Power Authority (SCCPA) executes, at the request of and on behalf of its members, for the purchase of electric curbside charging stations; and,

BE IT FURTHER RESOLVED that the Colton Electric Department (CED) is approved to participate in the Professional Services Agreement Southern California Public Power Authority (SCCPA) executes, at the request of and on behalf of its members, for the purchase of electric curbside charging stations, and authorize the City Manager to sign the a letter of participation to provide electric vehicle charging equipment for an amount up to $50,000 in accordance with the City of Colton Municipal Code 3.08.140(c).

PASSED, APPROVED AND ADOPTED this 19th day of April 2016

_____
Richard A. DeLaRosa, Mayor

ATTEST:

_____
Carolina R. Padilla, City Clerk

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ITEM NO. 11

STAFF REPORT

DATE:	APRIL 19, 2016
TO:	HONORABLE MAYOR AND CITY COUNCIL MEMBERS
FROM:	BILL SMITH, CITY MANAGER
PREPARED BY:	MARK TOMICH, DEVELOPMENT SERVICES DIRECTOR
SUBJECT:	USER FEE UPDATE FOR DEVELOPMENT SERVICES DEPARTMENT

RECOMMENDED ACTION

It is recommended that the City Council adopt Resolution No. R-30-16 establishing an updated Fee Schedule for Services Performed by the Development Services Department, and repealing portions of Resolution No. R-03-13 as applicable thereto.

BACKGROUND

Development Services Department user fees were last updated on February 5, 2013 as part of a comprehensive Citywide User Fee Study (Resolution No. R-03-13). Through an 18 month timeframe, all Development Services fees were reviewed and assessed based on expenditures of staff time and resources to process permits in the Planning and Building divisions. Proposed fees were also compared with fees of neighboring, similarly sized cities.

Since adoption of the current fee schedule, it has become clear that some fees no longer accurately reflect the cost of permit processing. In addition, some tasks are not addressed by the current fee schedule (e.g., Planning review of building plans), or new State laws and local ordinances require the establishment of a new permit category (e.g., Landscape Permit). Therefore, staff has conducted as systematic review of existing fees, and identified new fees that should be added to the Development Services fee schedule.

ISSUES/ANALYSIS

Staff has analyzed all Planning fees and all Building fees which are based on expenditure of staff time. Updates of the valuation-based Building fees are being deferred until a new Building Official is hired; a position which is currently in the recruitment process. In addition, because Business License administration fees are adopted by Ordinance, these fees are being updated independently.

Staff has analyzed the time and cost relationships to each fee, and examined services currently being provided for which no fee is being charged (see Attachment 1). This analysis has resulted in user fee recommendations to increase 25 fees, reduce 14 fees and establish 5 new fees. These recommendations will result in a net revenue increase, as discussed below.

FISCAL IMPACTS

The potential revenue increase is conservatively estimated at $18,000 annually and will vary depending on the number and type of applications received. Implementation of new and updated fees will occur within 30 days after adoption.

ALTERNATIVES

1. Provide alternative direction to staff.

ATTACHMENTS

1. User Fee Analysis
2. Resolution No. R-30-16, including Exhibit A (Fee Recommendations)

Development Services Time Survey

Dev/Planning

#	Service Title	6301 - Building Official	6301 - Building Inspector	6301 - Associate Planner	6301 - Senior Planner	6301 - Planning/Building Tech	6301 - Development Services Dir	6092 - Fire Marshal	6072 - Police Sergeant	6151 - Engineering Superintendent	6151 - Associate Engineer	8101 - Water Utility Supervisor	8101 - Water Conservation Specialist	8001 - Elec. Util. Sys. Designer	Full Cost Recovery Fee	Current Fee	Notes
	Position																
	Fully Burdened Hourly Rate	187.59	114.11	130.30	153.49	90.30	266.87	158.63	146.14	207.17	171.00	147.58	104.07	140.88			
1	Addressing			25		30									99.44	44.00	-
2	Administrative Review			15	15		10								115.42	144.00	-
3	Annexation														-	At cost	$7500 min deposit
4	Appeal				120		60								573.85	400.00 or original application fee (whichever is less)	
5	**Architectural & Site Plan Review**															-	-
6	- Minimum			30	20	15	10	15			15				265.77	256.00	-
7	- Structure Less Than 500 S.F.			90	40	20	30	15			15				543.72	475.00	-
8	- Structure 500 S.F. To 14,999 S.F.			240	90	30	30	45	15	10	30	15		15	1,277.66	1,200.00	-
9	- Structure 15,000 S.F. To 100,000 S.F.			360	150	30	60	60	30	15	45	30		30	2,033.51	1,860.00	-
10	- Structure Over 100,000 S.F.			480	300	30	120	90	30	15	45	30		30	3,024.01	2,605.00	-
11	- Single-Family Residential Or Manufactured/Mobile Home - Per Plan Type			75	20	15	10	15			15	15		15	435.61	440.00 per plan type	-
12	Business Occupancy Permit (BOP)			15	15	15		60							252.16	230.00	-
13	BOP Waiver			10											21.72	20.00	
15	**Code Interpretation**															-	-
16	- Director			10	20		15								139.60	75.00 (Letter: 200.00)	
17	Planning Commission			20	50		30								304.77	400.00	
18	Conditional Use Permit - Major			560	240	120	120	45	120		30			30	3,111.60	3,000.00	
19	Conditional Use Permit - Minor			300	80	40	30	15	15						1,125.97	NEW FEE	Req Code Amendment
21	**Development Agreement**														-	At cost	$10,000 min deposit
	Extension of Time (Planning Commission)			60	30	15	15								296.32	366.00	
22	Extension of Time (Administrative)			20	15		10								126.28	366.00	
23	Environmental Document (EIR/MD/MND)														-	At cost + 15%	At cost + 15% administrative fee if by consultant
24	Environmental Assessment (Initial Study)			480	120	25	30			15	60		30		1,795.25	1400.00 (staff) + tech studies	At cost + 15% administrative fee if prepared by consultant
26	General Plan Maintenance Fee														1.25% of application permit fee	NEW FEE	Applied to all planning permits (Arch. & Site Plan Review, CUP, Env. Doc & Assessment, Historic Preservation permits, Variance, Mod. of Entitlement (major and minor), GPA & ZC, SP
25	Fence Permit					15									22.58	20.00	If building permit is not required
27	**Historic Preservation**															-	-
28	Cert Of Appropriatness - Minor			40	15		10								169.72	35.00	-
29	Cert Of Appropriatness - Major			75	20		15	10							307.19	190.00	-
30	Cert Of Hardship			45	10			10							149.74	100.00	-
31	Special Review Of Potential Resource			120	30		20								426.30	no charge	-
32	Historic Preservation Amendment			25	360	35	20	45							1,235.83	1,200.00	-
33	Home Occupation Permit			10		15									44.29	20.00	
	Legal Review														At Cost	At Cost	
34	Preliminary Landscape Plan Review			50	15							15	40		253.23	335.00	
35	Lot Line Adjustment			60	20	10					30				282.01	289.00	-
36	Lot Merger			60	20	10					60				367.51	370.00	-
37	Minor Modification Of Entitlement			20	15	10					15				139.60	130.00	-
38	Modification Of Entitlement - With Hearing			110	60	10	20	15			30	15		15	693.65	675.00	-
39	Modification of Entitlement - No Hearing (staff)			60	20	10	10	15			30	15		15	438.26	460.00	
40	Preliminary Parcel Map			240	40	40	10	30		15	60	15		15	1,102.42	1,150.00	-
41	Pre-Application Review			30	60	10	15	20			20	15		15	482.40	300.00 minimum	
42	Public Hearing Notice (Newspaper Publication)														At Cost	Greater of 120.00 or publication cost	Whichever is higher
43	Sign Design Review (ARC)			90	20	10	10								306.14	125.00	
	Sign Design Review (PC_ Freeway Oriented or Electronic)			160	60	10	20								604.96	290.00	
44	Sign Permit			30	10	30									135.88	100.00	-
45	Sign Permit (Temporary)			10		15									44.29	No Charge	-
46	Sign Program Review (Planning Commission)			120	30	10	20								441.35	237.00	
47	Specific Plan - New or Amendment														-	At cost + 15% admin fee if by consultant	$7500 min deposit
48	**Tentative Tract Map (Vesting or Non-Vesting)**															-	-
49	5 To 29 Parcels			460	60	120	20	30	20	20	60	30		30	1,934.32	2,000.00	-
50	30 To 99 Parcels				460	120	60	45	30	15	90	30		30	2,268.78	2,500.00	-
51	100+ Parcels or Small Lot Development			20	560	120	80	45	30	15	120	30		30	2,742.49	3,000.00	#N/A
55	Variance			360	65	120	20								1,217.63	1,200.00	-
56	Minor Deviation from Development Standards (Director)			120	30	20	10								411.92	400.00	#N/A
57	**Zone Change or General Plan Amendment**														-	At cost + 15% admin fee if by consultant	$7500 min deposit
59	Zoning Confirmation Letter			20		10	10								102.96	35.00	-
60	Zoning or General Plan Map (1:1000)														At Cost	106.00	24"x36" color
62	**Building Permit**														97 UAC Table 3-A	97 UAC Table 3-A	Not analyzed with this update
	Administrative Fee	10				30									76	66.32	Applies to valuation-based building permit fees

Development Services Time Survey

Dev/Planning

#	Service Title	6301 - Building Official	6301 - Building Inspector	6301 - Associate Planner	6301 - Senior Planner	6301 - Planning/Building Tech	6301 - Development Services Dir	6092 - Fire Marshal	6072 - Police Sergeant	6151 - Engineering Superintendent	6151 - Associate Engineer	8101 - Water Utility Supervisor	8101 - Water Conservation Specialist	8001 - Elec. Util. Sys. Designer	Full Cost Recovery Fee	Current Fee	Notes
	Position																
	Fully Burdened Hourly Rate	187.59	114.11	130.30	153.49	90.30	266.87	158.63	146.14	207.17	171.00	147.58	104.07	140.88			
63	Sign (Building Permit)														97 UAC Table 3-A	97 UAC Table 3-A	Not analyzed with this update
64	**Building Plan Check - Building Division**														75% of Building Permit fee + Outside Dept charges	75% of Building Permit fee + Outside Dept charges	Not analyzed with this update
	Building Plan Check - Planning Division														20% of Building Plan Check Fee	NEW FEE	Upon referral
	Landscape Permit	180											120		770.91	NEW FEE	new fee
65	Demolition Permit Review (Building & Planning)	60	30	25		20									329.03	255.00	
66	Electrical Permit Fees														97 UAC Table 3C	97 UAC Table 3C	Not analyzed with this update
	Electric Service Panel		30			15									79.63	100.00	
67	Solar Panel Installation Residential		45			15									108.16	100.00	Plus outside department charges
68	Mechanical Permit														97 UAC Table 3C	97 UAC Table 3C	Not analyzed with this update
69	Residential HVAC Change Out - Or New														97 UAC Table 3C	97 UAC Table 3C	Not analyzed with this update
71	Plumbing Permit Fees														97 UAC Table 3-D	97 UAC Table 3-D	Not analyzed with this update
72	Sewer Line Replacement	15	30			15									126.53	100.00	
73	Water Heater Replacement		30			15									79.63	100.00	
74	**Energy Fees**														-	-	-
75	Residential														-	$28.00 Per 1,000 SF	no change
76	Commercial, Industrial														-	$0.04 Per Building SF	no change
79	Computer Fees														-	$0.039 per SF	no change
80	Disable Access Fee														-	$0.05 per Building SF	no change
81	Archive														-	$10 plus $2 per plan page	no change
82	Inspections Outside Of Normal Business Hours														-	Total hourly cost (+15% if by consultant)	no change
83	Inspections For Which No Fee Is Specifically Indicated														-	Total hourly cost (+15% if by consultant)	no change
84	Plan Review- Not Covered By Valuation Based Projects														-	Total hourly cost (+15% if by consultant)	no change
85	Additional Plan Review Required By Changes, Additions Or Revisions To Plans Or To Plans For Which An Initial Review Has Been Completed.														-	Total hourly cost (+15% if by consultant)	no change
86	Reinspection Fees (Minimum 1 Hour Each)														-	Total hourly cost (+15% if by consultant)	no change

RESOLUTION NO. R-30-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLTON, CALIFORNIA, UPDATING PLANNING AND BUILDING FEES FOR SERVICES PERFORMED BY AND FOR THE CITY, ESTABLISHING NEW FEES, AND REPEALING SELECTED FEES ADOPTED BY RESOLUTION NO. R-05-13.

WHEREAS, on February 5, 2013, the City Council adopted Resolution No. R-05-13, which established a Citywide Master Fee Schedule, including Planning and Building fees; and

WHEREAS, the City has conducted a nexus analysis of Planning and Building fees to ensure that said fees continue to accurately reflect the cost of performing Planning and Building services; and

WHEREAS, the City's analysis of said fees has identified fees that should be increased, decreased or remain unchanged to ensure that said fees are an accurate reflection of the services that are performed; and

WHEREAS, only certain portions of Resolution No. R-05-13 shall remain after adoption of this Resolution; and

WHEREAS, a properly noticed public hearing was conducted on April 19, 2016 to receive public comments on the proposed changes to Planning and Building fees and charges.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Colton does hereby find, determine and declare as follows:

SECTION 1. <u>Adoption of Fees and Charges.</u> The fees and charges set forth in Exhibit "A" attached hereto and incorporated herein by reference shall take effect and be in force according to law.

SECTION 2. <u>Partial Repeal of Prior Resolution.</u> Portions of Resolution No. R-05-13 are repealed in their entirety, specifically Exhibit A, fees and charges as follows:

- Addressing
- Administrative Review
- Appeal
- Architectural & Site Plan Review:
  - Minimum
  - Structure less than 500 s.f.
  - Structure 500 s.f. to 14,999 s.f.
  - Structure 15,000 s.f. to 100,000 s.f.
  - Single Family Residential or Manufactured Mobile Home
- Business Occupancy Permit
- BOP Waiver
- Code Interpretation:
  - Director
  - Planning Commission

Conditional Use Permit
Extension of Time (Administrative)
Extension of Time (Planning Commission)
Environmental Assessment (Initial Study)
Fence Permit
Home Occupation Permit
Preliminary Landscape & Irrigation Plan Review
Lot Line Adjustment
Lot Merger
Minor Modification of Entitlement
Modification of Entitlement – With Hearing
Modification of Entitlement – No Hearing
Preliminary Parcel Map
Pre-Application Review
Public Hearing Noticing
Sign Design Review
Sign Permit
Sign Program Review
Tentative Tract Map (Vesting or Non-Vesting):
    5 to 29 Parcels
    30 to 99 Parcels
    100+ Parcels
Variance (Major and Minor)
Zoning Confirmation Letter
Zoning Interpretation Letter
Zoning Map
Building Permit Issuance - Administrative Charge
Building Permit – Demolition Permit
Building Permit – Electric Service Panel
Building Permit – Sewer Line Replacement
Building Permit – Water Heater Replacement

SECTION 3. Supporting Evidence & Study. The adoption of this Resolution is based on all oral and written evidence prepared by and/or presented to the City, including but not limited to, the Planning and Building Fee Nexus Analysis, prepared by the City with input from all affected departments. This study, which documents that all approved fees and charges do not exceed the cost to the City of providing noted services, is hereby accepted by the City Council.

SECTION 4. CEQA Findings. The City Council hereby finds that, in accordance with the California Environmental Quality Act ("CEQA") and the CEQA Guidelines, the adoption of this Resolution is exempt from CEQA pursuant to Section 15061(b)(3).

SECTION 5. Effective Date of Resolution. The Mayor shall sign this Resolution and the City Clerk shall attest thereto, and thereafter this Resolution shall take effect immediately.

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

RICHARD A. DELAROSA
Mayor

ATTEST:

CAROLINA R. PADILLA
City Clerk

Development Services Planning Fees						
	Service Title	Full Cost Recovery Fee	Recommended Fee	Notes	Current Fee	Percent Increase/ Decrease
1	Addressing	99.44	95.00		44.00	116%
2	Administrative Review	115.42	115.00		144.00	-20%
3	Appeal	573.85	550.00	550.00 or original app. fee - whichever is less	400.00 or original application fee, whichever is less	38%
4	**Architectural & Site Plan Review**					
a.	Minimum	265.77	265.00		256.00	4%
b.	- Structure Less Than 500 S.F.	543.72	540.00		475.00	14%
c.	- Structure 500 S.F. To 14,999 S.F.	1,277.66	1,275.00		1,200.00	6%
d.	- Structure 15,000 S.F. To 100,000 S.F.	2,033.51	2,000.00		1,860.00	8%
e.	- Structure Over 100,000 S.F.	3,024.01	3,000.00		2,605.00	15%
f.	- Single-Family Residential or Manufactured/Mobile Home Per Plan Type	435.61	435.00		440.00 per plan type	-1%

DEVELOPMENT SERVICES USER FEE RECOMMENDATIONS

RESOLUTION NO. R-##-16
EXHIBIT A

	Service Title	Full Cost Recovery Fee	Recommended Fee	Notes	Current Fee	Percent Increase/ Decrease
5	Business Occupancy Permit (BOP)	252.16	250.00	Includes Fire inspection	230.00	9%
6	BOP Waiver	21.72	21.00		20.00	5%
7	Code Interpretation: Planning Commission	304.77	300.00		400.00	-25%
8	Conditional Use Permit - Major	3,111.60	3,100.00		3,000.00	3%
9	Conditional Use Permit - Minor	1,125.97	1,125.00	req. code amendment	n/a - new fee	NEW
10	Extension of Time (Planning Commission)	296.32	300.00		366.00	-18%
11	Extension of Time (Administrative)	126.28	125.00		115.00	9%
12	Environmental Assessment (Initial Study)	1,795.25	1,700.00 + tech studies	(At cost + 15% admin fee if by consultant)	1400.00 (staff) + tech studies	21%
13	Fence Permit	22.58	22.00	If building permit is not required	20.00	10%
14	General Plan Maintenance Fee	1.25% of application permit fee	1.25% of application permit fee	Applied to all DAP applications	n/a - new fee	NEW
15	Home Occupation Permit	44.29	44.00		20.00	120%
16	Preliminary Landscape Plan Review	253.23	253.00		335.00	-24%

	Service Title	Full Cost Recovery Fee	Recommended Fee	Notes	Current Fee	Percent Increase/ Decrease
17	Lot Line Adjustment	282.01	282.00		289.00	-2%
18	Lot Merger	367.51	368.00		370.00	-1%
19	Minor Modification Of Entitlement	139.60	140.00		130.00	8%
20	Modification Of Entitlement - With Hearing	693.65	693.00		675.00	3%
21	Modification of Entitlement - No Public Hearing	440.00	440.00		460.00	-4%
22	Preliminary Parcel Map	1,110.00	1,110.00		1,150.00	-3%
23	Pre-Application Review (Written Comments & Meeting with Applicant)	482.40	400.00	Propose flat fee	300.00 minimum	33%
24	Public Hearing Noticing (Publication)	At Cost	250.00		Greater of 120.00 or publication cost	110%
25	Sign Permit (Temporary)	44.29	25.00		No Charge	NEW charge
26	Sign Program Review	441.35	400.00	At cost + 15% admin fee if by consultant	237.00	69%
27	**Tentative Tract Map (Vesting or Non-Vesting)**		-			
29	5 To 29 Parcels	1,934.32	1,934.00		2,000.00	-3%
30	30 To 99 Parcels	2,268.78	2,269.00		2,500.00	-9%

	Service Title	Full Cost Recovery Fee	Recommended Fee	Notes	Current Fee	Percent Increase/ Decrease
31	100+ Parcels Or PUD	2,742.49	2,740.00		3,000.00	-9%
32	Variance	1,217.63	1,215.00		1,200.00	1%
33	Minor Deviation from Development Standards (Director)	411.92	410.00		400.00	2%
34	Zoning Confirmation Letter	102.96	102.00		35.00	191%
35	Zoning or General Plan Map (1,000 Scale, Color)	At Cost	At Cost	24"x36" color	106.00	N/A
	Building Fees					
36	Building Permit - Administrative Charges	76.41	75.00		66.32	13%
37	Planning Review of Building Plans	20% of Building plan check fee	20% of Building plan check fee	new fee	n/a - new fee	NEW
38	Landscape Permit	770.91	770.00	new permit category	n/a - new fee	NEW
39	Demolition Permit (Building & Planning)	329.03	329.00	includes 15% admin fee	255.00	29%
40	Electric Service Panel	79.63	80.00	includes 15% admin fee	100.00	-20%
41	Sewer Line Replacement	126.53	125.00	includes 15% admin fee	100.00	25%
42	Water Heater Replacement	79.63	80.00	includes 15% admin fee	100.00	-20%
	Note: "N/A" indicates that percent increase/decrease is unable to be determined.					

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STAFF REPORT

ITEM NO. 12

DATE:	APRIL 19, 2016
TO:	HONORABLE MAYOR AND CITY COUNCIL MEMBERS
FROM:	BILL SMITH, CITY MANAGER
PREPARED BY:	CARLOS CAMPOS, CITY ATTORNEY
SUBJECT:	AN ORDINANCE OF THE OF THE CITY COUNCIL OF THE CITY OF COLTON AMENDING TITLE 7 OF THE COLTON MUNICIPAL CODE RELATING TO THE CITY'S COMPREHENSIVE ANIMAL REGULATIONS AND ADOPTING RIVERSIDE COUNTY ORDINANCE NO. 921 RELATING TO THE SPAYING AND NEUTERING OF PIT BULL BREEDS

RECOMMENDED ACTION

It is recommended that the City Council waive full reading and introduce by title only Ordinance No. O-09-16:

AN ORDINANCE OF THE OF THE CITY COUNCIL OF THE CITY OF COLTON AMENDING TITLE 7 OF THE COLTON MUNICIPAL CODE RELATING TO THE CITY'S COMPREHENSIVE ANIMAL REGULATIONS AND ADOPTING RIVERSIDE COUNTY ORDINANCE NO. 921 RELATING TO THE SPAYING AND NEUTERING OF PIT BULL BREEDS

BACKGROUND

The City of Colton's animal control regulations have been established since the 1960's. Several provisions have been amended over the years, however no significant changes have occurred since 2004. As a result, the City Council recently formed an ad hoc committee to review the entirety of Title 7 of the Code containing all of the City's animal control regulations. After several meetings reviewing the City's current regulations and samples of more up-to-date ordinances, the ad hoc committee prepared a working draft that included provisions from other cities that would improve Colton's regulations. That working draft formed the basis of the proposed ordinance.

ISSUES/ANALYSIS

The proposed ordinance amends the entirety of Title 7 of the Colton Municipal Code, containing all of the proposed animal regulations. The proposed ordinance contains the following chapters.

- Chapter 7.02 (Animal Control Administration) – contains most of the definition used in the title, the enforcement powers of the Animal Control Director and a prohibition on retail sales of dogs/cats.
- Chapter 7.04 (Dog Licensing Requirements) – contains the City's dog licensing requirements. It places these requirements in a single chapter as they were previously contained in a portion of current Chapter 7.08 dealing with dangerous dogs.
- Chapter 7.06 (Vicious and Potentially Dangerous Dog Determinations) contains the procedures, including hearing procedures, for determining vicious and dangerous dogs and their maintenance on property.
- Chapter 7.08 (Proper Care of Animals) – contains provisions requiring owners to maintain their pets and authorizes the Animal Control Director to remove animals from situations in which they are not being properly cared for.
- Chapter 7.10 (Spay, Neuter and Microchip) - requires all dogs and cats to be spayed/neutered and microchipped; provides exceptions for recognized dog breeders. Adopts Riverside County Ordinance No. 921requiring pit bull breeds to be spayed/neutered with no exception for breeders.
- Chapter 7.12 (Noisy Animals) – contains provisions for declaring noisy animals.
- Chapter 7.14 (Rabies Control) - contains provisions for rabies vaccinations and removal of rabid dogs.
- Chapter 7.16 (Coyote Control) – prohibits the feeding of coyotes.
- Chapter 7.18 (Community Cat Initiative) establishes a program that authorizes community members to humanely trap, neuter and return community cats.

It should be noted that Chapter 7.10 adopts Riverside County Ordinance No. 921 related to spaying and neutering of pit bull breeds. As a result, the City Council will have to hold a public hearing at second reading of the ordinance in order to comply with California Government Code requirements for the adoption of ordinances by reference.

FISCAL IMPACTS

No fiscal impact.

ALTERNATIVES

1. Maintain the existing animal control regulations contained in Title 7.
2. Provide alternative direction to Staff

ATTACHMENTS

1. Ordinance No. O-09-16
2. Riverside County Ordinance No. 921

ORDINANCE NO. O-09-16

AN ORDINANCE OF THE OF THE CITY COUNCIL OF THE CITY OF COLTON AMENDING TITLE 7 OF THE COLTON MUNICIPAL CODE RELATING TO THE CITY'S COMPREHENSIVE ANIMAL REGULATIONS AND ADOPTING RIVERSIDE COUNTY ORDINANCE NO. 921 RELATING TO THE SPAYING AND NEUTERING OF PIT BULL BREEDS

WHEREAS, the City Council of the City of Colton desires to establish standards for the care, ownership, licensing, treatment and impounding of animals maintained in the City in such a manner as to ensure that such animals will not endanger the health, safety, peace and welfare of the residents of this City; and

WHEREAS, the City Council of the City of Colton further desires to ensure that all animals are kept in a clean, sanitary and healthy condition and not subjected to suffering, cruelty or abuse; and

WHEREAS, portions of this ordinance adopt regulations adopted by the County of Riverside, City's contracted animal shelter, and it is the intent of the City Council of the Colton to adopt those portions by reference as if fully set forth herein in accordance with California Government Code, Section 50022.2; and

WHEREAS, all prerequisites to the adoption of this ordinance have occurred.

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

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

SECTION 2. The City Council of the City of Colton hereby amends and restates Title 7 of the Colton Municipal Code in its entirety to read as follows:

"TITLE 7 - ANIMALS

Chapter 7.02 – ANIMAL CONTROL ADMINISTRATION.

Sections:

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7.02.050 Disposition of money--Payment of expenses.
7.02.060. Prohibition on retail sale of dogs and cats.

Section 7.02.010. Definitions.

For the purpose of this title, the following words and phrases shall have the meanings given herein, unless a more specific definition is provided in a chapter:

"Abused dog" shall mean any dog which is mistreated, beaten, tormented or teased, or is deprived of water or food or shelter; or is kept under unsanitary conditions; or is abandoned; or is trained for fighting other animals;

"Administrative hearing authority" or "hearing authority" or "hearing officer" shall have the same meaning provided in Colton Municipal Code section 18.58.101.

"Adequate feed" means the provision at suitable intervals, depending upon the age of the animal; however, at least once every twenty-four hours, of a quantity of wholesome foodstuff suitable for the species' physical condition and age, sufficient to maintain an adequate level of nutrition in the animal, which is served in a clean receptacle, dish or container.

"Adequate water" means the access to a constant source of clean, fresh, potable water suitable for the species' physical condition and age of the animal.

"Animal control department" or "department" means the City of Colton Animal Control Department, or whatever entity performs any of the animal control functions for the City of Colton whether internally or pursuant to contract with the City.

"Animal control director" means the person duly appointed by the City Manager to administer the animal control department and/or the animal control contract of the City;

"Animal control officer" means those duly appointed and acting deputies of the animal control director assigned to provide animal control field services within the corporate limits of the City and enforce the provisions of this title.

"Animal" means any vertebrate creature, domestic or wild. Specifically, include, but are not limited to the following categories of animals:

(A) Bird: Any of the class Aves of warm-blooded vertebrates distinguished by having the body more or less completely covered with feathers and the forelimbs modified as wings.
(B) Dog: Any Canis familiaris, over four months of age.
(C) Puppy: Any Canis familiaris, under four months of age.
(D) Cat: Any Felis catus, over four months of age.
(E) Kitten: Any Felis catus, under four months of age.
(F) Livestock: Horses, ponies, stallions, colts, geldings, mares, sheep, rams, lambs, bulls, bullocks, steers, heifers, cows, calves, mules, jacks, jennets, burros, goats, kids, swine, and confined and domesticated hares and rabbits.
(G) Poultry: All domesticated fowl and all game birds which are held in captivity.

(H) Wild/exotic animals: Animals normally found in the wild state which are being kept for exhibition purposes or as private pets.

"Barking dog" means a dog that barks, bays, cries, howls, or makes any noise audible beyond the boundaries of the property on which the dog is situated for an extended period of time to the disturbance of any person at any time of day or night, regardless of whether the dog is physically situated in or upon private property. Such extended period of time shall consist of incessant barking, baying, crying, howling, or making of any noise for 30 minutes or more in any 24-hour period, or intermittent barking, baying, crying, howling, or making any noise for 60 minutes or more during a 24-hour period. A dog shall not be deemed a "barking dog" for purposes of this title, if at any time the dog is barking, a person is trespassing or threatening to trespass upon private property in or upon which the dog is situated, or when the dog is being teased or provoked.

"Bite" means a puncture or tear of the skin inflicted by teeth of an animal.

"Breeder" means any person who, for pay or other compensation, causes the breeding of a male or female dog or cat or makes a dog or cat available for breeding purposes, or any person who sells or offers for sale any dog or cat. All breeders must obtain a City business license"

"Cat" means any male or female cat (felis catus). An adult cat is any cat older than four months of age.

"City" means the City of Colton.

"City animal shelter" or City contracted animal shelter" means the County of Riverside animal shelter and/or the contracted animal shelter providing services to the City of Colton. The term "City pound" as may be used in this title or this code shall mean the "City contracted animal shelter."

"Community cat" means a feral or free-roaming cat that is without visibly-discernible identification of any kind and has been sterilized, vaccinated, and ear-tipped. Community cats are exempt from licensing, feeding bans, and registration requirements. A community cat is not to be classified as a public nuisance animal merely for being repeatedly found at large.

"Community cat caregiver" means a person who in accordance with trap-neuter-return program (TNR), provides care, including food, shelter or medical care to a community cat. A community cat caregiver shall not be considered the owner, harborer, controller or keeper of a community cat.

"Confined" means a condition whereby an animal is restricted to the property of the owner by an enclosure or enclosed lot, secure enough so that the animal cannot bite, harm, or injure anyone by the animal overreaching the top of the fence or other enclosure.

"County" means San Bernardino County.

"Department" means and include the administrative apparatus and those individuals that report to the animal control director;

"Dog" means any male or female dog (canis familiaris). An adult dog is any dog older than four months of age.

"Ear tipped" and "tipped ear" refer to the process by which the tip of a cat's ear is cut to indicate that the cat has been sterilized and vaccinated against rabies.

"Enclosed lot" means a parcel of land or portion thereof around the perimeter of which is a fence or wall adequate to contain any animal kept therein.

"Enclosure" means a fence or structure suitable to prevent the entry of young children, which is suitable to confine a vicious dog in conjunction with other measures which may be taken by the owner or keeper of the dog. The enclosure shall be designed in order to prevent the animal from escaping. The animal shall be housed pursuant to section 597(t) of the Penal Code.

"Feral cat" means a cat that:

(A) Has no apparent owner or identification; and
(B) Appears to be unsocialized, unmanageable or demonstrates characteristics normally associated with wild or undomesticated animals.

"Feral cat colony" or "colony" means a group of cats that congregates, more or less, together as a unit, whether or not every cat in the colony is a feral cat.

"Feral cat colony caretaker" or "colony caretaker" means any person who provides food, water, shelter and medical care to and traps, sterilizes, and vaccinates a feral cat or cats and who is approved by a sponsor to care for a feral cat colony.

"Nuisance" means, with respect to a stray animal or feral cat, behavior that:

(A) Disturbs the peace through habitual or continual howling or fighting; or
(B) Consists of habitual and significant destruction, desecration or soiling of property against the wishes of the owner of the property.

"Official police dog" means any canine trained for law enforcement purposes and used by the police department for such purpose, and so designated by the Police Chief by the issuance of distinguishing tags;

"Official police horse" means any equine used by a police officer for law enforcement purposes;

"Owner" means any person, firm or corporation having title to any animal, or a person who has, harbors, or keeps, or who causes or permits to be harbored or kept, an animal in his care, or who permits an animal to remain on or about his premises for a period of seven consecutive days;

"Pet shop for animal rescue" or "animal rescue shop" means an establishment that offers dogs and/or cats for a nonprofit adoption fee, and such dogs and/or cats are made available to the establishment by nonprofit humane societies, animal shelters, bona fide animal rescue organizations.

"Quarantine" means the strict isolation of an animal in an approved location under proper care and observation as approved by the animal services officer. Animal quarantines must prevent contact by the quarantined animal with any person or animal that has not already been in contact with said animal or any person who is responsible for the care of such animal while under quarantine either in an approved quarantine location or an enclosure at the owner's home.. The person charged with overseeing the animal's quarantine must provide for its daily care, maintenance and protection from inclement weather as deemed appropriate for the animal quarantined.

"Stray animal" means any animal at large.

"Substantial injury" means a substantial impairment of the physical condition of a person or animal which requires professional medical treatment, including, but not limited to, loss of consciousness; concussion; bone fracture; protracted loss or impairment of function of any bodily member or organ; muscle tears, disfiguring lacerations, punctures, or a wound requiring multiple sutures; or any injury requiring corrective or cosmetic surgery;

"TNR program" means a "trap, neuter and return" program in which feral and stray cats are humanely trapped, sterilized, vaccinated against rabies, ear tipped, and then returned to the location that is their "territory."

Section 7.02.020. Enforcement of title--Powers of Animal Control Director and animal control officers.

The animal control director and the animal control officers shall be primarily responsible for the enforcement of the provisions of this title. The animal control director and the animal control officers shall have and are vested with the authority to issue a notice to appear as prescribed by chapter 5C (commencing with Section 853.6) of Title 3 of Part 2 of the California Penal Code in the manner provided by Section 836.5 of the California Penal Code to any person who violates the provisions of this title.

Section 7.02.030. Interference with officers.

It is unlawful for any person to interfere with or oppose or resist the chief of police or any of the officers of the Colton police department, the animal control director or any of the deputies of the animal control director while said officers are engaged in the performance of the duties pertaining to the enforcement of this title. All of the aforementioned officers, deputies or employees are empowered to enforce all of the provisions of this title.

Section 7.02.040. Right of entry of certain officials.

The animal control director and any animal control officer, any police officer of the City, are empowered to enter upon any private property for the purpose of ascertaining whether any dog kept or harbored therein is afflicted with rabies or hydrophobia or whether or not a license tag has been secured for such dog; provided, however, that no such animal control director, animal

control officer, or police officer shall have the right to enter an inhabited dwelling or a locked yard without first having obtained a warrant therefor.

Section 7.02.050. Disposition of money--Payment of expenses.

All money collected for licenses, tags or other fees shall be paid into the City treasury for the general fund. All expenses incurred in carrying out or enforcing the provisions of this title shall be paid out of the general fund.

Section 7.02.060. Prohibition on retail sale of dogs and cats.

A. No commercial establishment shall display, sell, deliver, offer for sale, barter, auction, give away, or otherwise transfer or dispose of dogs or cats in the City on or after the effective date of the ordinance codified in this section.

B. A pet shop that displayed, sold, delivered, offered for sale, offered for adoption, bartered, auctioned, gave away, or otherwise transferred or disposed of dogs or cats in the City as of the effective date of this section, and whose operations complied with all applicable provisions of the this Code, may continue to display, offer for sale, offer for adoption, barter, auction, give away, or otherwise transfer or dispose of dogs and cats until the one-year anniversary of the effective date of the ordinance codified in this section.

C. This section shall not apply to:

1. A commercial animal rescue shop that offers dogs or cats for an adoption fee;
2. A publicly operated animal control facility or animal shelter;
3. A private, charitable, nonprofit humane society or animal rescue organization; or
4. A publicly operated animal control agency, nonprofit humane society, or nonprofit animal rescue organization that operates out of or in connection with a pet shop.

D. Nothing in this section shall prevent a pet shop or its owner, operator or employees from providing space and appropriate care for animals owned by a publicly operated animal control agency, nonprofit humane society, or nonprofit animal rescue agency and maintained at the pet shop for the purpose of adopting those animals to the public.

Chapter 7.04 – DOG LICENSING REQUIREMENTS.

Sections:

7.04.090. Dogs; Running at large; Impoundment and Disposal.
7.04.100. Dogs Claimed by Owner; Fee paid to City.
7.04.110. Harming police dogs; Unlawful.
7.04.120. Harming police dogs; Penalty.
7.04.130 Number of dogs and cats allowed in dwelling units.

7.04.010. Dog License and Fee. Every person, firm or corporation owning or harboring a dog within the City for a period longer than thirty days shall pay to the City a license fee in an amount to be determined by resolution of the city Council. No license to own or harbor a dog as provided in this chapter shall be issued except on application in writing to the finance director of the City as provided in Section 7.04.020.

7.04.020. Dog License; Application Contents.

No license to own or harbor a dog or similar type animal shall be issued except upon application in writing to the City, setting forth the name and address of the owner or possessor of the dog, or similar type animal and a brief description of the dog, together with a certificate of vaccination from a licensed veterinarian, showing that the dog has been vaccinated with canine rabies vaccine within a period of twelve months preceding date of application for license or that such a vaccination might be fatal to the animal due to its physical condition.

7.04.030. Dog License Exemptions.

The license provisions of Sections 7.04.010 through 7.04.130 shall not be deemed to apply to dogs under the age of four months and which are kept within an enclosure and not permitted to run at large.

7.04.040. Rabies vaccination required for license issuance.

In order to protect the public health and safety all dogs, cats, or similar type animals within the City must be vaccinated with canine or feline rabies vaccine, as appropriate for the species of the animal being vaccinated. It is unlawful for any person to own, have an interest in, harbor and feed, or have the care, charge, custody or possession of a dog or cat over the age of four months unless such dog or cat has been vaccinated with the appropriate rabies vaccine by injection or other approved method by a duly qualified and licensed veterinarian or unless such a veterinarian has issued a written certificate that such a vaccination might be fatal to the animal due to its physical condition and such certificate has been filed with, and, for dogs, a license issued by the City for the animal.

7.04.050. License Application; Tag issuance; Duplicate license fee.

The finance director upon receipt of such application and the license fee as set out in Section 7.04.020 shall issue and deliver to such owner or possessor of a license, a receipt certifying the payment of the license fee and setting forth the name and address of the applicant and a brief description of the dog, together with the fact that it has been vaccinated as provided in this chapter and stating the number allotted to such dog, and he shall deliver or cause to be delivered to the applicant a metallic tag which shall set forth the license number allotted to the

dog, which tag shall at all times be affixed to the collar, covering, harness or other article worn by such dog.

The finance director shall make a charge in an amount to be determined by resolution of the City Council for each duplicate license issued to replace any license issued under the provisions of Sections 7.04.010 through 7.04.130 which has been lost or destroyed.

7.04.060. Dogs License Fee Waiver.

The finance director may, at his or her discretion, waive payment of the required license Fee to an Owner, custodian or trainer of a dog, if such dog is, or is in training to be, a guide dog for the blind, signal dog for the deaf, or service dog to the disabled. The Owner, custodian or trainer of such a dog May be requested to submit proof that the dog has been successfully trained as a guide, signal or service dog, or is currently involved in such training.

7.04.070. Unlicensed Stray Dogs; Impoundment and Disposal.

Every stray dog within the City found for which a license shall not have been issued, as provided in this chapter which shall not bear a tag or microchip as provided, shall be Impounded by the Animal Control Officer after a reasonable attempt to ascertain ownership is made. Release of such animal shall be in accordance with the City contracted animal shelter policies.

7.04.080. Dogs; Control; Owner's duty.

Every Person owning or harboring or having charge, custody, control or possession of any dog, cat, or similar type animal shall not Permit such animal to run loose or unrestrained in, along or upon any Public Street, Sidewalk or place.

7.04.090. Dogs; Running at large; Impoundment and Disposal.

Every dog, cat or similar type animal, regardless of whether or not it has a license, found running at large, loose or unrestrained in, along, or upon any Public Street, Sidewalk or place shall be Impounded by the Animal Control Officer after a reasonable attempt to ascertain ownership is made. Release of such animal shall be in accordance with the City contracted animal shelter policies.

7.04.100. Dogs Claimed by Owner; Fee paid to City.

If any animal picked up by the Animal Control Officer or other public safety personnel, pursuant to this chapter, is claimed by any Owner, the Owner shall be liable for and shall pay to the City an apprehension Fee in an amount determined by Resolution of the City Council, together with any additional charges or Fees levied by the City for the purpose of defraying expenses incurred by the City related to the apprehension of the animal.

7.04.110. Harming police dogs; Unlawful.

It is unlawful for any Person to willfully or maliciously torture, tease, torment, beat, kick, Strike, mutilate, injure, disable or kill any dog Used by the Police Department of the City in the

performance of the functions or duties of such Department or to unwarrantably interfere with or meddle with any such dog while being Used by the Department or any Officer or member thereof in the performance of any of the functions or duties of the Department or of such Officer or member.

7.04.120. Harming police dogs; Penalty.

Any Person violating any of the provisions of Section 7.04.110 is guilty of a misdemeanor and upon conviction thereof Shall be fined in an amount not exceeding five hundred dollars or imprisoned in the City or County Jail for a period not exceeding three months or by being both so fined and imprisoned.

7.04.130. Number of dogs and cats allowed in dwelling units.

A. The number of dogs and cats that May be kept in any one Dwelling Unit or on any Parcel of land Used as a Single Family Dwelling Unit is limited as follows:

1. It is unlawful to keep more than ten (10) dogs, or more than ten (10) cats, or a combination of dogs and cats that total more than ten (10).

2. Dogs or cats less than six Months of age Shall not be counted in determining the number kept in a Dwelling Unit.

B. This section Shall not apply to premises where the Planning Commission has issued a Conditional Use Permit pursuant to Colton Municipal Code Title 18 (Zoning) and by such conditional use permit the premises are authorized for use as and for Animal Boarding, Animal Grooming, Animal Health Care, or animal keeping (heavy or light).

C. Notwithstanding the penalty provisions in this code available to enforce this section, only administrative fines may be issued for violations of this section. Upon determining that a violation of this section exists, a person shall be given a minimum of thirty (30) days to comply with this section before accruing penalties.

Chapter 7.06. VICIOUS AND POTENTIALLY DANGEROUS DOG DETERMINATIONS

Sections:

7.06.100. Death, sale, transfer or permanent removal; Notice.
7.06.110. Removal from list of potentially dangerous dogs.
7.06.120. Destruction and Non-destruction, Conditions; Enclosures.
7.06.130. Prohibition of owning, possessing, controlling or having custody.
7.06.140. Penalty and fines.

7.06.010. Definitions. For the purpose of this chapter, the following words and phrases shall have the meanings given herein:

"Animal control department" or "department" shall have the same meaning as the definition contained in section 7.02.010 of this title.

"Chief of Police" means the Chief of the Colton Police Department, or designee.

"Enclosure" shall have the same meaning as the definition contained in section 7.02.010 of this title.

"Hearing Authority" means the Code Enforcement Housing Advisory Appeals Board, or such other person or entity designated by the city manager of the City to administer hearings pursuant to this chapter.

"Impounded" means taken into the custody of the animal shelter or animal control department.

"Potentially Dangerous Dog" means any of the following:

1. Any dog that, when unprovoked, on two separate occasions within the prior thirty-six month period, engages in any behavior that requires a defensive action by any person to prevent bodily injury when the person and the dog are off the property of the owner or keeper of the dog;
2. Any dog that, when unprovoked, bites a person causing less than severe injury;
3. Any dog that, when unprovoked, on two separate occasions within the prior thirty-six Month period, has seriously bitten, inflicted injury or otherwise caused injury attacking a domestic animal off the Property of the Owner or keeper of the dog;

4. Any dog that in a threatening or annoying manner barks, snarls or menaces a Person or Persons within the City.

"Severe Injury" means any physical injury that results in muscle tears or disfiguring lacerations or requires multiple sutures or corrective or cosmetic surgery.

Vicious animal" or "dangerous animal" means an animal which

1. Has attacked or behaved in such a manner that the owner thereof knows or should reasonably know that the animal has tendencies to attack or bite human beings; or

2. Has twice within a thirty-six month period bitten, attacked, or shown the disposition, tendency, or propensity to attack, bite, or otherwise cause injury or attempt to cause injury to a person engaged in lawful activity; or

3. Has once attacked or bitten a person engaged in lawful activity, causing death or substantial injury; or

4. Has been determined by a doctor of veterinary medicine, after observation thereof, as posing a danger to humans or domestic animals if not enclosed or muzzled; or

5. Has attacked or behaved in such a manner that the owner thereof knows or should reasonably know that the animal has tendencies to attack domestic animals without provocation; or

6. Has been trained for fighting or as an attack animal, except such animals which are employed by a government agency, including the police department of the city or county; or

7. Has been classified as dangerous, potentially dangerous or vicious by any other local, county, or state animal control agency; or

8. When unprovoked, has on two separate occasions within the prior thirty-six month period engaged in any behavior that required a defensive action by any person to prevent bodily injury to himself or herself or another person during which the person having been attacked and the attacking animal was off the property of the owner or keeper of the animal; or

9. Has been outfitted with a training device for fighting or attack, such as a weighted collar around the neck of the animal, or found to be allowed to hang suspended from an object by biting into and holding onto the object with its jaws, shall be presumed to be an animal trained as a fighting or attack animal; or

10. Of a species, breed, or kind (excluding dogs and cats), which in its wild or untamed condition is capable of and, if aroused, is likely to cause death or serious injury to a human being or which would cause serious fear or alarm to the average person if seen wandering at large in an inhabited community; or

11. That meets the definition of "vicious animal" or "dangerous animal" contained in California Food and Agriculture Code section 31626.

"Vicious animal" shall not include animals owned and used by a government entity, including, but not limited to, public entities' police dogs, guard dogs or sentry dogs.

7.06.020. Nonapplication of chapter.

A. This chapter shall not apply to:

1. Licensed kennels, humane society shelters, animal control facilities or veterinarians; or

2. Dogs while utilized by any police department or any law enforcement officer in the performance of police work.

B. In addition, no dog may be declared potentially dangerous or vicious if:

1. Any injury or damage is sustained by a Person who, at the time the injury or damage was sustained, was committing a willful trespass with the intent to commit a crime or other tort (other than a mere trespass) upon Premises occupied by the Owner or keeper of the dog, or was teasing, tormenting, abusing or assaulting the dog or was committing or attempting to commit a crime; or

2. The dog was protecting or defending a Person within the immediate vicinity of the dog from an unjustified attack or assault; or

3. An injury or damage was sustained by a domestic animal which at the time the injury or damage was sustained was teasing, tormenting, abusing or assaulting the dog; or

4. The injury or damage to a domestic animal was sustained while the dog was working as a hunting dog, herding dog or predator control dog on the Property of, or under the control of, its Owner or keeper, and the damage or injury was to a species or type of domestic animal appropriate to the work of the dog.

7.06.030. Seizure and impoundment pending hearing.

A. If upon investigation it is determined by the Animal Control Officer or Law Enforcement Officer that probable cause exists to believe the dog in question poses an immediate threat to public safety, then the Animal Control Officer or Law Enforcement Officer May seize and impound the dog pending the hearings to be held pursuant to this chapter. In such event, the Animal Control Department or Chief of Police Shall, not later than ten Working Days Following the seizure and impoundment, petition the Hearing Authority for a determination of the dog as potentially dangerous or vicious at the next available regularly scheduled meeting of the Hearing Authority. The Owner or keeper of the dog Shall be liable to the Animal Control Department where the dog is Impounded for the costs and expenses of keeping the dog, if the dog is later adjudicated potentially dangerous or vicious.

B. When a dog has been Impounded pursuant to subsection (A) of this section and it is not contrary to public safety, the Animal Control Department Shall Permit the animal to be confined at the Owner or keeper's expense in a Department Approved kennel or veterinary Facility.

7.06.040. Hearing on declaration of dog as potentially dangerous or vicious.

If an Animal Control Officer or a Law Enforcement Officer has investigated and determined that there exists probable cause to believe that a dog is potentially dangerous or vicious, an Animal Control Officer of the Animal Control Department or the Chief of Police May petition the Hearing Authority for the purpose of determining whether or not the dog in question should be declared potentially dangerous or vicious. Whenever possible, any complaint received from a member of the public which serves as the evidentiary basis for the Animal Control Officer or Law Enforcement Officer to find probable cause Shall be sworn to and verified by the complainant and Shall be Attached to the petition. The Animal Control Department or the Chief of Police Shall notify the Owner or keeper of the dog that a hearing will be held by the Hearing Authority at which time he or she May present evidence as to why the dog should not be declared potentially dangerous or vicious. The Owner or keeper of the dog Shall be served with Notice of the hearing and a Copy of the petition, either personally or by first-class mail with return receipt requested. The hearing Shall be held no fewer than five Working Days after service of Notice upon the Owner or keeper of the dog.

For purposes of this section, service Shall be deemed complete upon personal service on the Owner or keeper or, if service is effectuated by mail, the service Shall be deemed complete five Days after deposit in the mail if the Owner or keeper's address is within the State of California, ten Days if the Owner or keeper's address is outside the State of California but within the United States, and twenty Days if the Owner or keeper's address is outside the United States. The hearing Shall be open to the public. The Hearing Authority May admit into evidence all

relevant evidence, including incident reports and the affidavits of witnesses, limit the scope of discovery, subpoena witnesses and documents and shorten the time to produce records or witnesses. The Hearing Authority May find, upon a preponderance of the evidence, that the dog is potentially dangerous or vicious and make other orders authorized by this chapter.

7.06.050. Failure of Owner or keeper to appear; Decision.

The Hearing Authority of original jurisdiction May decide all issues for or against the Owner or keeper of the dog even if the Owner or keeper fails to appear at the hearing.

7.06.060. Determination and Orders; Notice; Compliance; Appeal.

A. After the hearing conducted pursuant to Section 7.06.040 of this chapter, the Owner or keeper of the dog Shall be notified in writing of the determination and Orders issued, either personally or by first-class mail postage prepaid by Hearing Authority. If a determination is made that the dog is potentially dangerous or vicious, the Owner or keeper Shall comply with Sections 7.06.080 to 7.06.130 of this chapter, and any other reasonable requirements designed to protect the health, safety and welfare of the public or other animals, ordered by the Hearing Authority in accordance with a time schedule established by the Animal Control Department or the Chief of Police, but in no case more than thirty Days after the date of the determination or thirty-five Days if Notice of the determination is mailed to the Owner or keeper of the dog. If the petitioner or the Owner or keeper of the dog contests the determination, he or she may, within five Days of the receipt of the Notice of determination, Appeal the Decision of the Hearing Authority to the Superior Court of the County. The contesting petitioner or the Owner or keeper of the dog Shall serve personally or by first-class mail, postage prepaid, Notice of the Appeal upon the other Party.

B. The Court hearing the Appeal Shall conduct a hearing de novo, without a jury, and make its own determination as to potential danger and viciousness and make other Orders authorized by this chapter, based upon the evidence presented. The hearing Shall be conducted in the same manner and within the time periods set forth in Section 7.06.040 of this chapter and subsection (A) of this section. The Court May admit all relevant evidence, including incident reports and the affidavits of witnesses, limit the scope of discovery, subpoena witnesses and documents and May shorten the time to produce records or witnesses. The issue Shall be decided upon the preponderance of the evidence. If the Court rules the dog to be potentially dangerous or vicious, the Court May establish a time schedule to ensure compliance with this chapter, but in no case more than thirty Days subsequent to the date of the Court's determination or thirty-five Days if the service of the judgment is by first-class mail.

7.06.070. Finality of determination.

The determination of the Hearing Authority or, if contested pursuant to this chapter, shall be final and conclusive upon all parties.

7.06.080. Licensing and vaccination; Designation maintained in registration records; Additional Fee.

All Vicious Dogs and Potentially Dangerous Dogs Shall be properly licensed and vaccinated. The licensing authority Shall include the Vicious Dog Designation and potentially dangerous Designation in the registration records of the dog, either after the Owner or keeper of the dog has agreed to the Designation or the Court or Hearing Authority has determined the Designation applies to the dog. The Animal Control Department May charge a Vicious Dog Fee or Potentially Dangerous Dog Fee, to be established and amended by the City Council by Resolution, in addition to the regular licensing Fee to provide for the increased costs of maintaining the records of the dog.

7.06.090. Keeping and controlling vicious and potentially dangerous dogs.

A vicious or Potentially Dangerous Dog, while on the Owner or keeper's Property, Shall, at all times, be kept indoors, or in a securely Fenced Yard from which the dog cannot escape, and into which children cannot trespass. A vicious or potentially dangerous animal May be off the Owner or keeper's Premises only if it is restrained by a substantial leash, of appropriate length, and if it is under the control of a responsible adult.

7.06.100. Death, sale, transfer or permanent removal; Notice.

If the dog in question dies, or is sold, transferred or permanently removed from the City, the Owner or keeper of a vicious or Potentially Dangerous Dog Shall notify the Animal Control Department of the changed condition and new location of the dog in writing within two Working Days.

7.06.110. Removal from list of potentially dangerous dogs.

If there are no additional instances of the behavior described in Section 7.06.010 of this chapter within a thirty-six Month period from the date of Designation as a Potentially Dangerous Dog, the dog Shall be removed from the list of Potentially Dangerous Dogs. The dog may, but is not required to be, removed from the list of Potentially Dangerous Dogs prior to the expiration of the thirty-six Month period if the Owner or keeper of the dog demonstrates to the Animal Control Department that changes in circumstances or measures taken by the Owner or keeper, such as training of the dog, have mitigated the risk to the public safety.

7.06.120. Destruction and Non-destruction, Conditions; Enclosures.

A. At the conclusion of any appeals, a dog determined to be a Vicious Dog May be destroyed by the Animal Control Department when it is found, after proceedings conducted under Section 7.06.040 of this chapter, that the release of the dog would create a significant threat to the public health, safety and welfare.

B. If it is determined that a dog found to be vicious Shall not be destroyed, the Hearing Authority or, if Appealed, the Court, Shall impose conditions upon the ownership and keeping of the dog that protect the public health, safety and welfare.

C. Any Enclosure that is required pursuant to subsection (B) Shall meet the requirements of Section 7.06.010 of this chapter.

7.06.130. Prohibition of owning, possessing, controlling or having custody.

The Owner or keeper of a dog determined to be a Vicious Dog May be prohibited by the Hearing Authority, or if contested, the Court, from owning, possessing, controlling or having custody of any dog for a period of up to three Years, when it is found, after proceedings conducted under Section 7.06.040 of this chapter, that ownership or possession of a dog by that Person would create a significant threat to the public health, safety and welfare.

7.06.140. Penalty and fines.

The failure of an Owner or keeper to comply with an Order issued by the Hearing Authority shall be and is hereby declared a Public Nuisance. Such Public Nuisance May be punished as a misdemeanor with a fine not to exceed one thousand dollars, remedied by way of a civil action prosecuted by the City Attorney, or abated by the Animal Control Department. All fines paid pursuant to this section shall be paid to the City for the purpose of defraying the cost of the implementation of this chapter. Nothing contained in this chapter shall be construed as limiting the authority of the City to pursue any other remedy or remedies provided at law or in equity relating to vicious or Potentially Dangerous Dogs, including, without limitation, a criminal action pursuant to Chapter 8.02 of this Code, the issuance of Administrative Citations pursuant to Chapter 8.02 of this Code, or a civil action.

Chapter 7.08. PROPER CARE OF ANIMALS

Sections:

7.08.010. General standards of care.

Every person owning or occupying any property or premises where any animal or bird is kept shall keep such premises clean and sanitary. Any feces, uneaten food, or other matter that emits an offensive odor or encourages the breeding of flies or other insects shall be collected daily and not allowed to accumulate. This provision shall not prohibit the owner or occupant of any premises from storing such feces, uneaten food, or other matter in a closed container prior to disposal. In addition, every person owning and animal shall also comply with the following:

(A) An animal's owner shall keep the animal in a clean, sanitary, and healthy condition.

(B) An animal's owner or handler shall provide for the animal:

1. Regular and adequate amounts of nutritious food that is appropriate for the species and that maintains the animal in good health;

2. A constant and adequate supply of clean, fresh, potable water that keeps the animal hydrated for environmental conditions; and

3. Care and medical treatment for injuries, parasites, and diseases that is sufficient to maintain the animal in good health and minimize suffering.

(C) An animal's owner shall provide the animal with shelter that:

1. Is large enough for the animal to enter, stand, turn around, and lie down in a natural manner;

2. Keeps the animal dry;

3. Provides the animal with natural or artificial shade from direct sunlight;

4. Protects the animal from excessive heat and cold and other adverse weather conditions; and

5. Is adequately ventilated.

(D) An animal's owner may not confine the animal to the extent that it is forced to stand, sit, or lie in its own excrement.

(E) An animal's owner shall regularly maintain the animal and its shelter to prevent odor or a health or sanitation problem.

(F) An animal's owner shall provide the animal with exercise space that is large enough to prevent injury and keep the animal in good condition.

(G) It is an affirmative defense to prosecution under this section that the animal's treatment was as directed by a licensed veterinarian.

Section 7.08.020. Tethering standards.

It shall be unlawful to tether a dog, except as follows.

A dog may be restrained to an overhead running line, pulley, or trolley system under the following conditions:

(1) The tether is attached to the dog by means of a suitable, properly-fitted collar or harness not exceeding 2 inches in width. Choke or prong collars are not permitted. The tether must have a swivel on both ends.

(2) The tether provides access to adequate space for the dog to move about freely and cannot become entangled in such a way that would prevent the dog's mobility or cause strangulation.

(3) At minimum, the tether should be 4 times the length of the dog from the tip of the nose to the tip of the tail and the tether must allow the dog to lie down with its head flat on the ground and provides an additional 12 inches of slack.

(4) The tether is made of a durable, lightweight material that will not cause unnecessary stress on the dog. The tether shall not weigh more than 3% of the dog's total body weight. Thick chains and other heavy lines are prohibited.

(5) The tether allows the dog to move at least 30 feet. Otherwise, the dog must be removed from the tether at least twice a day for exercise and/or socialization for a minimum of 60 minutes each day.

(6) The tether does not inhibit the animal's access to shelter shade, food, and water; and

(7) Intact dogs may not be tethered under any circumstances.

Section 7.08.030. Animals trespassing on private property.

Every animal found running at large or trespassing upon any private property within the city may be captured by the party owning, controlling or having possession of such property, or by his representative, provided, however, that the only trap used in such capture shall be of a type of trap approved by the Animal Control Officer. Such person(s) may make reasonable attempts to ascertain ownership of the animal for up to seven (7) days. Thereafter, the party having possession of the animal may avail themselves of California Civil Code, section 2080 or the animal may be committed to the Animal Control Officer. This section shall not apply to community cats, as these are defined in this title.

Section 7.08.040. Duty to restrain dog on property.

It shall be the duty of any person owning or having charge, custody or control of any dog to ensure that reasonable care and precautions are taken to prevent the dog leaving, while not in leash, the real property upon which it is kept and that either (1) it is securely and humanely enclosed within a house, building, fence, pen or other enclosure out of which it cannot climb, dig, jump, or otherwise escape on its own volition, which enclosure is securely locked or fastened at any time the dog is left unattended; or (2) it is securely and humanely restrained by a chain with swivel, cable or trolley or other tether of sufficient strength to prevent escape, provided that the dog while so chained or tethered cannot go beyond the boundaries of the real property upon which it is maintained or upon the public right of way; or (3) it is on leash and under the control of a competent person.

Section 7.08.050. Leash laws.

No person owning or having charge, care, custody or control of any dog shall, either intentionally or unintentionally, cause, permit or allow the same to be or run at large upon any street or other public place, or upon any unenclosed lot or place in the City or upon the private property of another without permission of the person owning or in possession of such property unless such dog is restrained by a substantial chain or leash and is in control of a competent person; provided, however, the provisions of this section shall not apply to any official police dog while such animal is on duty.

Section 7.08.060. Female dog in season.

It is unlawful for any person to permit any female dog which is owned, harbored, or controlled by him, to run at large in the City at any time during the period when the dog is in season or breeding condition.

Section 7.08.070. Wild animals and reptiles.

No person shall have, keep or maintain, or have in his possession or under his control on any residentially-zoned property any lion, tiger, bear, chimpanzee, gorilla, cougar, mountain lion, badger, wolf, coyote, fox, lynx or any poisonous reptile or any other dangerous or carnivorous wild animal or reptile; provided, however, such animals may be permitted on such residentially-zoned lots on the condition that a permit is obtained from the Development Services Director or his duly authorized representative.

Such permit shall only be granted upon a showing by the applicant that adequate safeguards have been established and will be maintained which will effectively control the dangerous or vicious propensities of such animal or reptile, eliminating any danger to individuals or property, and provided that the keeping or maintaining of such animal or reptile will in no way constitute a nuisance to the occupants of any surrounding property. The denial of the permit shall be in writing and shall specify the grounds for such denial. The applicant shall have ten days from the date the permit was denied in order to appeal such denial to the City Council.

Section 7.08.080. Prohibited conduct towards official police dogs and horses.

A. It is unlawful for any person to willfully and maliciously annoy, tease, taunt, torment, strike, threaten to strike, startle, attempt to startle or throw any object at any official police dog or any official police horse. The conduct prohibited hereby shall include, but not be limited to, the use of any part of the body, including the voice, or the use of any object, including liquids, or a vehicle with the intent to accomplish one or more of the above acts.

B. It is unlawful for any person, other than an authorized employee or agent of the Police Department or a person authorized by the police officer in possession of said animal, to feed or touch, or attempt to touch an official police dog or official police horse or the equipment attached to or housing said animal while on duty.

Section 7.08.090. Interference with official police dog or horse.

It is unlawful for any person, other than the police officer in lawful possession of such animal, to give commands or attempt to give commands to any official police dog or official police horse or otherwise interfere with such animal while it is on duty.

Section 7.08.100. Reserved.

Section 7.08.110. Disposal of dead animals by owner.

The owner of any dead animal shall dispose of the carcass of such animal in a sanitary manner as prescribed by the animal control director or his or her designee within 24 hours after said owner has knowledge of the animal's death. No person shall bury any dead animal in the City unless approved by the animal control director or his or her designee . It shall be the duty of the animal control director or his or her designee to take custody of all dead animals from the owner when requested.

Section 7.08.120. Disposal of dead animals; Owner unknown.

The animal control director or his or her designee shall be responsible for the disposal of all dead animals whose ownership cannot be established.

Section 7.08.130. Same - Notification of owner.

Whenever deceased animals picked up by the animal services officer carry identification of any kind, the owner shall be notified and a notice posted at the shelter giving such information in an easily visible location.

Section 7.08.140. Abandonment.

It is unlawful for any person to knowingly abandon any animal within the City. Any person violating this section shall bear full costs and expenses incurred by said City in the care of said abandoned animal and said person shall reimburse to the City all costs therefor as determined by the Animal Control Officer and may be subject the provisions of California Penal Code, section 597.

Section 7.08.150. Animals in unattended vehicle.

A. No person shall leave or confine an animal in any unattended motor vehicle under conditions that endanger the health or well-being of an animal due to heat, cold, lack of adequate ventilation, or lack food or water, or other circumstances that could reasonably be expected to cause suffering, disability or death to the animal. Nor shall any person leave or confine an animal in any unattended motor vehicle in such a manner as to endanger persons lawfully passing by the vehicle.

B. The animal control director or his or her designee are authorized to remove and impound any animal found in violation of subsection A. above if the animal's safety appears to be in immediate danger from heat, cold, lack of adequate ventilation, lack of food or water, or other circumstances that could reasonably be expected to cause suffering, disability, or death to the animal or that present an immediate threat to public safety. Animals impounded pursuant to this section shall be taken to the City's animal shelter or, if deemed necessary, to a licensed veterinarian for examination and/or treatment.

C. The animal control director or his or her designee are authorized to take all steps that are reasonably necessary for the removal of an animal from a motor vehicle, including, but not limited to, breaking into the motor vehicle, after a reasonable effort to locate the owner or other person responsible is made. Any person authorized to enforce this section who removes an animal from a motor vehicle shall, in a secure and conspicuous location on or within the motor

vehicle, leave a written notice bearing his or her name and office, and the address of the location where the animal can be claimed. The animal may be claimed by the owner only after payment of all charges that have accrued for the maintenance, care, medical treatment, or impoundment of the animal.

D. Nothing in this section shall preclude prosecution under both this section and Section 597 of the California Penal Code or any other provision of law, including any applicable federal, state, or local law, regulation, or ordinance.

E. Nothing in this section shall be deemed to prohibit the transportation of horses, cattle, pigs, sheep, poultry or other agricultural animals in motor vehicles designed to transport such animals for agricultural purposes.

Section 7.08.160. Reserved.

Section 7.08.170. Animal sales in public places prohibited.

It shall be unlawful to offer for sale, exchange, or give away puppies or kittens in public places such as in front of stores, at swap meets, or auctions.

Chapter 7.10 - SPAY, NEUTER AND MICROCHIP

Sections:

Section 7.10.010 Spay and neuter.

A.

1. Requirement. No person may own, keep, or harbor an unaltered and unspayed dog or cat over the age of seven months in violation of this section. An owner or custodian of an unaltered dog must have the dog spayed or neutered, or provide a certificate of sterility, or obtain an unaltered dog license in accordance with this chapter. An owner or custodian of an unaltered cat must have the animal spayed or neutered, or provide a certificate of sterility.

2. Exemptions. This section shall not apply to any of the following:

a. A dog with a high likelihood of suffering serious bodily harm or death if spayed or neutered, due to age or infirmity. The owner or custodian must obtain written confirmation of this fact from a California Licensed Veterinarian. If the dog is able to be safely spayed or neutered at a later date, that date must be stated in the written confirmation; should this date be later than thirty (30) days, the owner or custodian must apply for an unaltered dog license.

b. A cat with a high likelihood of suffering serious bodily harm or death if spayed or neutered, due to age or infirmity. The owner or custodian must obtain written confirmation of this fact from a California Licensed Veterinarian. If the cat is able to be safely spayed or neutered at a later date, that date must be stated in the written confirmation.

c. Animals owned by recognized dog or cat breeders, as defined by City policy.

B. Denial or revocation of unaltered dog license and reapplication.

1. The animal control director or his/her designee may deny or revoke an unaltered dog license for one or more of the following reasons:

a. The owner, custodian, applicant or licensee is not in compliance with all of the requirements of this section;

b. The Department has received at least three complaints, verified by the Department, that the owner, custodian, applicant, or licensee has allowed a dog to be stray or run at large or has otherwise been found to be neglectful of his or her or other animals;

c. The owner, custodian, applicant, or licensee has been previously cited for violating a State law, city code or other municipal provision relating to the care and control of animals;

d. The unaltered dog has been adjudicated by a court or an agency of appropriate jurisdiction to be potentially dangerous, dangerous or vicious, or to be nuisance within the meaning of the Colton Municipal Code or under state law;

e. Any unaltered dog license held by the applicant has been revoked;

f. The license application is discovered to contain a material misrepresentation or omission of fact.

2. Re-application for unaltered dog license:

a. When an unaltered dog license is denied, the applicant may re-apply for a license upon changed circumstances and a showing that the requirements of this chapter have been met. The department shall refund one-half of the license fee when the application is denied. The applicant shall pay the full fee upon re-application.

b. When an unaltered dog license is revoked, the owner or custodian of the dog may apply for a new license after a thirty (30) day waiting period upon showing that the requirements of this chapter have been met. No part of an unaltered dog license fee is refundable when a license is revoked and the applicant shall pay the full fee upon re-application.

C. Appeal of denial or revocation of unaltered dog license.

1. Request for hearing.

a. Notice of intent to deny or revoke. The Department shall mail to the owner, custodian, licensee, or applicant a written notice of its intent to deny or revoke the license for an unaltered dog which includes the reason(s) for the denial or revocation. The owner, custodian, licensee or applicant may request a hearing to appeal the denial or revocation by filing such request with the Police Chief and/or his/her designee. The request must be made in writing within fifteen (15) days after the notice of intent to deny or revoke is mailed. Failure to submit a timely written hearing request shall be deemed a waiver of the right to appeal the license denial or revocation.

b. Administrative Hearing Authority. shall be the same as described in section 7.06.040 with the qualifications and authority outlined in code section 7.020.010.

c. Notice and conduct of hearing. The animal control director or his/her designee shall mail a written notice of the date, time, and place for the hearing not less than ten (10) days before the hearing date. The hearing date shall be no more than forty-five (45) days after the Department's receipt of the request for a hearing. The hearing will be informal and the rules of evidence will not be strictly observed. The Administrative Hearing Authority shall prepare and mail a written decision to the owner or custodian after the hearing. The decision of the Administrative Hearing Authority shall be the final administrative decision.

d. Judicial Review of Administrative Decision. Any person aggrieved by the order of the Administrative Hearing Authority may obtain judicial review of that order by filing a petition for review with the Superior Court of San Bernardino County in accordance with the timelines and provisions set forth in California Code of Civil Procedure Section 1094.6.

2. Change in location of dog. If the dog is moved after the department has issued a letter of intent to deny or revoke, but has not yet denied or revoked the license, the owner, custodian, licensee, or applicant must provide the department with information as to the dog's whereabouts, including the current owner or custodian's name, address, and telephone number.

D. Transfer, sale, and breeding of unaltered dog or cat.

1. Offer for sale or transfer of unaltered dog. An owner or custodian who offers any unaltered dog over the age of four (4) months of age for sale, trade, or adoption must include a valid unaltered dog license number with the offer of sale, trade or adoption, or otherwise state and establish compliance with this section. An owner or custodian of an unaltered dog must notify the department of the name and address of the transferee within ten (10) days after the transfer. The unaltered license and microchip numbers must appear on a document transferring the animal to the new owner.

2. Offer for sale or transfer of unaltered cat. An owner or custodian of an unaltered cat must notify the department of the name and address of the transferee within ten (10) days after the transfer. The microchip numbers must appear on a document transferring the animal to the new owner.

E. Impoundment of unaltered dog or cat.

1. When an unaltered dog or cat is impounded pursuant to this title, in addition to satisfying applicable requirements for the release of the animal, including but not limited to

payment of impound fees pursuant to this chapter, the owner or custodian shall also do one of the following:

a. Provide written proof of the dog or cat's prior sterilization, if conditions cannot or do not make this assessment obvious to Department personnel;

b. Have the dog or cat spayed or neutered by a Department veterinarian at the expense of the owner or custodian. Such expense may include additional fees due to extraordinary care required;

c. Have the dog or cat spayed or neutered by another California licensed veterinarian. The owner or custodian may arrange for another California licensed veterinarian to spay or neuter the animal, and shall pay to the Department the cost to deliver said animal to the chosen veterinarian. The cost to deliver the animal shall be based on the Department's hourly rate established by the auditor-controller. The veterinarian shall complete and return to the Department within ten (10) days, a statement confirming that the dog or cat has been spayed or neutered or is, in fact, incapable of breeding and shall release the dog or cat to the owner or custodian only after the spay or neuter procedure is complete;

d. At the discretion of the animal control director, the dog or cat may be released to the owner or custodian if he or she signs a statement under penalty of perjury, representing that the dog or cat will be spayed or neutered and that he or she will submit a statement within ten (10) days of the release, signed by a California licensed veterinarian, confirming that the dog or cat has been spayed or neutered or is incapable of breeding; or

2. Costs of impoundment.

a. The owner or custodian of the unaltered dog or cat shall be responsible for the costs of impoundment, which shall include daily board costs, vaccination/medication, and any other diagnostic or therapeutic applications as provided in this chapter.

b. The costs of impoundment shall be a lien on the dog or cat, and the unaltered animal shall not be returned to its owner or custodian until the costs are paid or other arrangements are made including, but not limited to, a payment plan. If the owner or custodian of an impounded unaltered animal does not pay the lien against it in full within fourteen (14) days, the animal shall be deemed abandoned and become the property of the Department.

F. Application of fees and fines collected. All costs and fines collected under this part and the fees collected under this section shall be paid to the City of Colton for the purpose of defraying the cost of the implementation and enforcement of this program.

Section 7.10.020 Penalties for failure to spay or neuter.

Penalties issued for failure to spay or neuter a dog or cat shall be enforced as set forth below:

A. An administrative citation, infraction, or other such authorized penalty may be issued to an owner or custodian of an unaltered dog or cat for a violation of this section only when the

owner or custodian is concurrently cited for another violation under State or local law pertaining to the obligations of a person owning or possessing a dog or cat. Examples of such State law or local ordinance violations include, but are not limited to, failure to possess a current canine rabies vaccination of the subject dog; dog or cat at large; failure to license a dog; leash law violations; kennel or cattery permit violations; tethering violations; unhealthy or unsanitary conditions; failure to provide adequate care for the subject dog or cat in violation of the Penal Code; rabies quarantine violations for the subject dog; operating a business without a license and/or lack of State Tax ID Number; fighting dog activity in violation of Penal Code section 597.5; animals left unattended in motor vehicles; potentially dangerous, dangerous or vicious animals; and noisy animals.

B. Should the owner or custodian of an unaltered dog or cat be found in violation of a State or local law, as stated above, in subsection (1), the owner or custodian shall be required to spay or neuter the unaltered animal in accordance with this section.

Section 7.10.030 Microchipping of dogs and cats.

A. All dogs and cats over the age of four (4) months must be implanted with an identifying microchip. The owner or custodian is required to provide the microchip number to the Department, and shall notify the Department of any change of ownership of the dog or cat, or any change of address or telephone number. Nothing in this section supersedes, eliminates, or alters any other licensing requirements of this Title.

B. Exemptions. The mandatory microchipping requirements shall not apply to any of the following:

1. A dog or cat with a high likelihood of suffering serious bodily injury, if implanted with the microchip identification, due to the health conditions of the animal. The owner or custodian must obtain written confirmation of that fact from a California licensed veterinarian. If the dog or cat is able to be safely implanted with an identifying microchip at a later date, that date must be stated in the written confirmation.

2. A dog or cat that is kenneled or trained in the City of Colton, but is owned by an individual that does not reside in the City of Colton. The owner or custodian must keep and maintain the animal in accordance with the applicable laws and ordinances of the jurisdiction in which the owner or custodian of the animal permanently resides, including but not limited to the applicable licensing and rabies vaccination requirements of that jurisdiction.

3. A dog or cat over the age of ten (10) years.

C. Transfer, sale of dogs and cats.

1. An owner or custodian who offers any dog, over the age of four (4) months, for sale, trade, or adoption must provide the microchip identification number and the valid dog license number with the offer of sale, trade or adoption. The license and microchip numbers must appear on a document transferring the dog to the new owner. The owner or custodian shall also advise the Department of the name and address of the new owner or custodian in accordance with subdivision (a) of this section. An owner or custodian who offers any dog, over the age of four (4)

months, for sale, trade, or adoption and fails to provide the Department with the name and address of the new owner, is in violation of this chapter and shall be subject to the penalties set forth herein.

2. An owner or custodian who offers any cat, over the age of four (4) months, for sale, trade, or adoption must provide the microchip identification number with the offer of sale, trade or adoption. The microchip numbers must appear on a document transferring the cat to the new owner. The owner or custodian shall also advise the Department of the name and address of the new owner or custodian in accordance with Subdivision (A) of this section. An owner or custodian who offers any cat, over the age of four (4) months, for sale, trade, or adoption and fails to provide the Department with the name and address of the new owner, is in violation of this chapter and shall be subject to the penalties set forth herein.

3. When a puppy or kitten under the age of four (4) months implanted with microchip identification is sold or otherwise transferred to another person, the owner or custodian shall advise the Department of the name and address of the new owner or custodian, and the microchip number of the puppy or kitten within ten (10) days after the transfer. If it is discovered that an owner or custodian has failed to provide the Department with the name and address of the new owner and the microchip number of the puppy or kitten, the owner or custodian shall be subject to the administrative remedies set forth in Chapter 1.17.

D. When an impounded dog or cat is without microchip identification, in addition to satisfying applicable requirements for the release of the animal, including but not limited to payment of impound fees pursuant to this chapter, the owner or custodian shall also do one of the following:

1. Have the dog or cat implanted with a Department microchip by a Department registered veterinarian technician or veterinarian or designated personnel at the expense of the owner or custodian;

2. Have the dog or cat implanted with a department approved microchip by a California licensed veterinarian. The owner or custodian may arrange for another California licensed veterinarian to perform the implant, and shall pay to the department the cost to deliver the dog or cat to the chosen veterinarian. The veterinarian shall complete and return to the Department within ten (10) days, a statement confirming that the microchip has been implanted, provide the Department with the number and shall release the dog or cat to the owner or custodian only after the procedure is complete; or

3. At the discretion of the animal control director, the dog or cat may be released to the owner or custodian if he or she signs a statement under penalty of perjury, representing that the dog or cat will be implanted with a microchip and that he or she will submit a statement within ten (10) days of the release, signed by a California licensed veterinarian, confirming that the dog or cat has been so implanted and provide the microchip number to the Department or allow the Department to scan the dog or cat for the microchip to verify.

E. Fees for microchip identification device. The fee for an identifying microchip device shall be included in the cost of adoption when adopting a dog or cat from an animal shelter operated by the Department. If an animal has already been implanted with an identifying

microchip device by some other facility, there will be no fee to have the identification microchip number entered into the Department's registry as required by subdivision (A) of this section.

F. Application of fees and fines collected. All costs and fines collected under this part and the fees collected under this section shall be paid to the City of Colton for the purpose of defraying the cost of the implementation and enforcement of this program.

G. ear tipped cats.

F. Licensed animals with collar and tags.

Section 7.10.040 Mandatory spay and neuter of pit bull breeds.

A. Findings:

1. The City of Colton has a contract with the County of Riverside ("County") for shelter services and as such hereby adopts the findings made by the County in support of Riverside County Ordinance No. 921 as follows:

a. In recent years, pit bulls comprise a disproportionately high number of unwanted dogs in the County and the City of Colton, accounting for twenty (20) percent of shelter dogs and thirty (30) percent of dogs euthanized in the County.

b. While the majority of pit bull owners are responsible and take appropriate measures to ensure that their dogs do not have unwanted offspring, there is a need to mitigate the large number of unwanted pit bulls in the County and City of Colton.

c. Restricting the maintenance of and breeding of intact pit pulls and requiring the spaying and neutering of pit bulls will not prevent responsible pet owners and pet breeders from owning, breeding, or showing pit bull breeds.

B. The City of Colton hereby adopts Riverside County Ordinance No. 921, titled "an ordinance of the County of Riverside requiring the mandatory spaying and neutering of pit bull breeds" as if fully set forth herein.

C. Any person violating any provision of this section shall be deemed guilty of an infraction or misdemeanor and subject to the same criminal, civil and administrative fines, penalties and costs, including all rights to appeal, as enumerated in Chapter 8.02 of this Code.

Chapter 7.12 - NOISY ANIMALS

Sections:

Section 7.12.010 Purpose.

The disturbance caused by excessive, unrelenting or habitual noise of any animal is disruptive of the public's peace and tranquility and represents an unwanted invasion of privacy of the residents of the City. It is declared to be in the public interest to promote the health and welfare of the residents of the City by providing for an administrative proceeding for the abatement of such nuisances, which abatement procedures shall be in addition to all other proceedings authorized by this Code or otherwise by law.

Section 7.12.015 Definitions.

For the purpose of this chapter, the following words and phrases shall have the meanings given herein:

"Complaining Party" means that person or those persons who contact the Animal Control Director to report a noisy animal or noisy animals.

"Director" means the animal control director.

"Noisy animal" means any animal or animals maintained on the same premises or location whose excessive, unrelenting or habitual barking, howling, crying or other noises or sounds annoy or become offensive to a resident or residents in the vicinity thereby disturbing the peace of the neighborhood or causing excessive discomfort to any reasonable person of normal sensitivity hearing such sounds.

"Responsible party" means that person or those persons in charge of the premises or location where any noisy animal is located and may include any of the following:

1. The person or persons who own the property where the noisy animal is located;
2. The person or persons in charge of the premises where the noisy animal is located;
3. The person or persons occupying the premises where the noisy animal is located;
4. The owner of the noisy animal. If any of those persons are minors, the parent or parents or a guardian of such minor shall be the responsible party.

Section 7.12.020 Administrative Hearing Authority.

A determination whether an animal is violating this chapter shall be made by the administrative hearing authority. The administrative hearing authority shall have the power to hear testimony from witnesses including complainants, peace officers, animal control officers or humane officers or other parties including the owner or person having charge, custody or control of the animal allegedly causing the nuisance, to determine whether the maintenance of the animal is a public nuisance as herein declared by the City Council, and to order the abatement of such nuisance by taking such actions as set forth in this Chapter.

Section 7.12.030 Declaration of noisy animal as a public nuisance.

A. The City Council hereby determines and declares that it is unlawful and a public nuisance for any person owning, keeping, harboring or having in his or her care, custody or control any animal, to cause or suffer, or permit to be made or caused by such animal, barking, howling, crying or making of any noises or other sounds, so as to annoy and become offensive to a resident or residents in the vicinity in which the animal is kept thereby disturbing the peace of the neighborhood or causing excessive discomfort to any reasonable person of normal sensitivity residing in the area, unless such noise or sound is made by an official police dog while on duty.

B. If, in violation of the provisions of this declaration of nuisance, any person owns, maintains, harbors, keeps or has any animal who persistently emits any noises or sounds in such a manner as to annoy and become offensive to a resident or residents in the vicinity in which the animal is kept, the maintenance of such animal may be declared a public nuisance by written notice to the owner or person in charge, custody or control of the animal. If after the issuance of such notice, the person owning, keeping, harboring or having in such person's care or custody any animal has not abated the nuisance, such person shall be liable to enforcement of the provisions of this Code.

C. It is unlawful for the Responsible Party, after being informed in writing that such person's animal has been declared a noisy animal and that the maintenance of a noisy animal is a public nuisance, to fail, refuse or neglect to take whatever steps or use whatever means are necessary to assure that such animal does not again disturb residents in the vicinity in which the animal is kept.

Section 7.12.040 Noisy animal warning notice.

A. When an animal control officer or police officer of the City is notified or alerted of a possible noisy animal which may constitute a nuisance and has personally confirmed the existence of a potential nuisance, that animal control officer or police officer shall issue a Noisy Animal Warning Notice to the Responsible Party. Such notice shall specify that the continued barking, howling or other noise or sounds of such animal is in violation of this Code and that the noisy animal nuisance must be abated forthwith to avoid further City action. Such notice shall be served upon the Responsible Party or, if such service cannot be safely made, posted at the premises upon which the animal is located. A copy of the Noisy Animal Warning Notice shall be filed with the animal control director. The director shall, within five days of the issuance of said warning notice, make a reasonable attempt to speak personally or by telephone with the Responsible Party concerning the matter, including what efforts have been made to abate the nuisance.

B. If within five days of the issuance of the Noisy Animal Warning Notice the director determines that the barking, howling or other sound or cry was provoked and that such barking, howling or other sound or cry was not excessive, unrelenting or habitual, the Director of Animal Services shall cause the Noisy Animal Warning Notice to be voided and the person to whom it was issued to be so notified. In the event a Noisy Animal Warning Notice has been voided, such warning notice shall not be considered as having been issued for the purposes of Sections 7.12.050 or 7.12.090 of this chapter.

Section 7.12.050 Declaration of complaint of noisy animal and petition for administrative hearing.

A. When the Director receives a subsequent verbal or written complaint concerning a noisy animal at the same location within twelve months after the issuance of a Noisy Animal Warning Notice, the Director shall determine whether the Noisy Animal Warning Notice went unheeded. If the determination is made the nuisance was not abated, a Declaration of Complaint of Noisy Animal and Petition for Administrative Hearing shall be issued by the Director to the Complaining Party.

B. The Declaration of Complaint and Petition for Administrative Hearing shall be completed under penalty of perjury by the Complaining Party and returned within ten (10) days to the Director.

C. The Director, upon receipt of a timely executed Declaration of Complaint and Petition for Administrative Hearing, shall set the case for hearing before the administrative hearing authority. The Director shall notify the Complaining Party and Responsible Party of the date, time, and place for the hearing. The notice of hearing shall advise that the Complaining Party and Responsible Party that they may present evidence at the hearing through witnesses and documents. The notice of hearing shall be accompanied by a copy of the Declaration of Complaint and Petition for Administrative Hearing form. The notice shall be served on all parties and witnesses. If the notice cannot be safely served by personal service, then it may be posted upon the premises where the animal is kept and sent by first-class mail. The complaining party shall be informed that further action may not be warranted if the animal is controlled, but in any case, no further action can be taken until the completed Declaration of Complaint and Petition for Administrative Hearing form is received by the director.

Section 7.12.060. Hearing.

The hearing before administrative hearing authority shall be open to the public. The administrative hearing authority may admit all relevant evidence, including incident reports and affidavits of witnesses. The administrative hearing authority may decide all issues even if the Responsible Party for the animal fails to appear at the hearing. The administrative hearing authority may find, upon a preponderance of the evidence, that the animal is a noisy animal and the maintenance of such noisy animal is a public nuisance. Upon the conclusion of the hearing, the administrative hearing authority shall orally announce the decision as to whether a public nuisance has been found to exist on the premises.

Section 7.12.070. Determination and order.

At the conclusion of the hearing conducted pursuant to Section 7.12.060, the hearing authority shall, notify the Responsible Party of the administrative hearing authority's determination and any orders issued. If the administrative hearing authority determines that the animal is a noisy animal and the maintenance thereof, a public nuisance, the Responsible Party shall comply with the administrative hearing authority's order within five days after the date of mailing of the determination and order. The decision of the hearing authority shall be final.

Section 7.12.080. Administrative abatement measures.

The administrative hearing authority may, as part of his/her determination that the animal is a noisy animal and a public nuisance, direct the Responsible Party to perform one or more of the following actions:

A. Containment of the animal within an enclosed building on the premises of Responsible Party;

B. Require that the animal wear a noise suppression device obtained at the expense of the Responsible Party to reduce or eliminate the noise creating the nuisance;

C. Require that the animal undertake obedience training designed to abate the nuisance problem when appropriate and under the conditions imposed by the administrative hearing authority and at the expense of the Responsible Party;

D. Restrict the time of day, days of the week and duration when the animal may be placed out-of-doors on the premises of the Responsible Party;

E. Require the animal to be debarked at the expense of the Responsible Party;

F. Require the Responsible Party to permanently remove the animal from said property and outside the City limits.

G. Any other reasonable means to accomplish the abatement.

Section 7.12.090. Failure to Comply with Administrative Order.

It is unlawful for any person to fail, neglect or refuse to comply with an administrative abatement order of the administrative hearing authority within the time specified in said order. Should any party to the order issued by the administrative hearing authority fail to comply with the order, in whole or in any part thereof, that party or those parties may be subject to administrative remedies to enforce the order as set forth in this Code, including administrative citations and administrative civil penalties, and any other lawful means necessary to gain compliance, including a civil action.

Section 7.12.100. Civil action.

In the event any person shall fail, neglect or refuse to comply with an administrative abatement order of the administrative hearing authority within the time specified in said order and the public nuisance continues to exist, the City Attorney is authorized to commence civil action to obtain the abatement of such public nuisance.

Section 7.12.110. Not exclusive remedy.

The provisions of this chapter are to be construed as an added remedy of abatement of the nuisance hereby declared and not in conflict with or derogation of any other actions or proceedings or remedies otherwise provided by this title or other law.

Section 7.12.120 Judicial Review.

Any Responsible Party aggrieved by an Administrative Determination and Order may obtain judicial review of that order by filing a petition for review with the Superior Court of San Bernardino County in accordance with the timelines and provisions set forth in California Code of Civil Procedure section 1094.6.

Chapter 7.14 - RABIES CONTROL

Sections:

Section 7.14.010 Vaccination of dogs.

Every person keeping, maintaining or having custody or control of a dog over the age of four months in the City shall cause said dog to be vaccinated with a type of canine rabies vaccine approved by the California Department of Health within a period of thirty days from the date such dog was first maintained, kept or had within the City, or within thirty days from the date the dog attains the age of four months. Evidence of such vaccine shall be provided to the City in order to license the dog in accordance with section 7.040.050.

Section 7.14.020 Revaccination.

Every person keeping, harboring, or having a dog in the City, which dog has been vaccinated shall cause such dog to be revaccinated before the expiration of the period of immunity accepted by the California Department of Health for that type of canine rabies vaccine with which the dog was vaccinated.

Section 7.14.030 Certificate.

Every person keeping, harboring, or maintaining in the City any dog required by the provisions of this chapter to be vaccinated shall at all times, while such dog is kept, harbored or

maintained, have in his possession a certificate issued by a duly licensed veterinary surgeon, which certificate shall specify that such dog has been vaccinated in accordance with the provisions of this chapter. Said certificate shall include the name, address and telephone number of the dog's owner; the name of the dog; a description of the dog, including breed, color, distinctive markings, and sex; date of immunization; the type of rabies vaccine administered; the name of the manufacturer; and the lot number of the vaccine used. Such certificates shall bear the signature of the veterinarian administering the vaccine or a signature authorized by him, and in addition such certificate shall be stamped, printed or typed with his name, address and telephone number for legibility.

Section 7.14.040 Restraining of animal bitten by other animal with rabies.

Whenever any dog or other animal has been bitten by an animal infected with or reasonably suspected of being infected with rabies, the owner of the animal so bitten shall immediately restrain or confine such animal in such a way as to make it impossible for such animal to bite any other animal or person and to forthwith notify the Animal Control Officer. The City health officer or Animal Control Officer shall have the power to quarantine any animal so bitten or suspected of having been bitten by a rabid animal for such period of time as he may determine not to exceed six months.

Section 7.14.050 Quarantine of biting animals--Examination.

Whenever any dog or other animal has bitten, scratched, or otherwise exposed any person or animal to the possible infection of rabies, the owner shall, upon order of the City health officer, any peace officer, or Animal Control Officer, quarantine such animal and keep it securely confined for a period of not to exceed fifteen days, during which period of time it shall be the duty of the City health officer or Animal Control Officer to make an examination of such animal.

Section 7.14.060 Report of suspected rabid animals.

Whenever the owner of an animal observes or learns that such animal shows symptoms of rabies or acts in a manner which reasonably indicates that it may be infected with rabies, such owner shall forthwith isolate and restrain such animal and shall immediately notify the Animal Control Officer thereof.

Section 7.14.070 Destruction of rabid animals.

If it appears to the Animal Control Director or his representative upon examination or otherwise of a dog or other animal that such animal has rabies, he may forthwith kill and destroy such dog or other animal in accordance with the policies and procedures established by the city contracted animal shelter.

Section 7.14.080 Duties of Animal Control Officer as to animals held by him having or suspected of having rabies.

Upon the receipt by the Animal control director of any dog or other animal, if the Animal control director would have reason to believe that the same is afflicted with rabies or hydrophobia or has been bitten by any animal afflicted with or suspected of being afflicted with rabies or

hydrophobia, the Animal control director shall separately confine and keep so confined such animal. If upon an examination, the Animal control director determines that such dog or other animal is afflicted with rabies, he shall kill such animal at such time. It shall be the duty of the Animal control director to keep every such animal suspected of having rabies or hydrophobia so confined for such time as he deems necessary and such animal shall not be redeemed or released except upon an order in writing signed by the Animal control director. Nothing in this title shall be construed as permitting the redemption of any dog having or suspected of having been infected with rabies or hydrophobia.

Section 7.14.090 Importation of unvaccinated dogs.

No person shall bring an unvaccinated dog into the City from another city or town or other place in or outside of the County in which rabies exists or has existed within six months previously, nor shall any person take an unvaccinated dog or permit or encourage an unvaccinated dog to go from the City, at a time when rabies exists therein or has existed therein within six months previously, to any other city or town or other place in or outside of the County in which rabies does not exist or has not been known to be present within six months.

Section 7.14.100 Rabies vaccination reporting.

A. Any veterinarian who administers a rabies vaccination or supervises the administering of a rabies vaccination shall provide to the City of Colton Police Chief, or his or her designee, the following information:

1. The full name and residence address of the owner of all of vaccinated dogs;
2. The name, age, sex, species, breed and color of all dogs that have been vaccinated;
3. The date the vaccination was administered;
4. The type of vaccination used and the vaccine's expiration date;
5. The name of the veterinary clinic and veterinary license number of the veterinarian administering or supervising the vaccination;
6. Alternatively, a photocopy or other facsimile of the certificate required by Section 7.14.030 may be provided to the City.

B. Any such information requested in Section A shall be sent to the City of Colton Police Chief at 650 N La Cadena Drive, Colton, California, 92324, or his/her designee, within thirty (30) days of the administering of the rabies vaccination. The information requested may be transmitted in the form of a paper copy or in an electronic format approved by the City of Colton.

C. The information provided to the City of Colton in Section A shall be considered confidential and shall not be used, released or distributed for any purpose except to ensure compliance with existing federal, state, county, or city laws or regulations, as set forth in California Health and Safety Code Section 121690.

D. Any veterinarian or person under this Chapter who fails to provide the information requested may be subject to all lawful legal remedies to enforce this Chapter, including but not limited to those set forth in Chapter 1.17 of this Code.

Chapter 7.16 - COYOTE CONTROL

Sections:

Section 7.16.010 Feeding of coyotes.

A. Except as provided herein, no person shall feed or in any manner provide food for any coyote which is not under the ownership or legal possession of such person.

B. A person may feed and provide food for a coyote which is trapped, unweaned or injured during that period of time after said person notifies the Police Department or animal control until said animal is picked up by the City or its designated agent or contractor for animal control.

Section 7.16.020 Control.

The City, its agents and its contractor for the provision of animal control are hereby authorized to use all legal means to control coyotes and to reduce their number in the City.

Chapter 7.18 – COMMUNITY CAT INITIATIVE

Sections:

7.18.010 Purpose.

The City recognizes the need for innovation in addressing the issues presented by community cats. To that end, it recognizes that Trap-Neuter-Return is an effective and humane method to manage, and over time, reduce the population of community cats.

7.18.020 Authority; Trap-Neuter Return program.

A. Trap-Neuter-Return shall be permitted, and Community Cat Caregivers, organizations, city staff, animal control officers, and hereby permitted to carry out Trap-Neuter-Return. Community Cat Caregivers shall be responsible for the costs (if any) associated with the Trap-Neuter-Return that they choose or cause to be performed.

B. An ear tipped cat received by local shelters will return to the location where trapped after neutering unless further veterinary care is required or a home is found for the cat.

C. Community Cat Caregivers may reclaim impounded Community Cats if ear tipped or for Trap-Neuter-return without proof of ownership."

SECTION 5. Severability. If any section, subsection, subdivision, sentence, clause, 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 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 portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

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

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2016.

_____
Richard De La Rosa, Mayor

ATTEST:

_____
Carolina R. Padilla, City Clerk

APPROVED AS TO FORM:

_____
Best Best & Krieger LLP
City Attorney

ORDINANCE NO. 921

AN ORDINANCE OF THE COUNTY OF RIVERSIDE REQUIRING THE MANDATORY SPAYING AND NEUTERING OF PIT BULL BREEDS

The Board of Supervisors of the County of Riverside ordains as follows:

Section 1. FINDINGS.

a. In recent years, pit bulls comprise a disproportionately high number of unwanted dogs in the County, accounting for twenty (20) percent of shelter dogs and thirty (30) percent of dogs euthanized in the County.

b. While the majority of pit bull owners are responsible and take appropriate measures to ensure that their dogs do not have unwanted offspring, there is a need to mitigate the large number of unwanted pit bulls in the County.

c. Restricting the maintenance of and breeding of intact pit bulls and requiring the spaying and neutering of pit bulls will not prevent responsible pet owners and pet breeders from owning, breeding, or showing pit bull breeds.

Section 2. PURPOSE. To protect the public's health and welfare from irresponsible owners of pit bulls by mitigating the over population of unwanted pit bulls.

Section 3. AUTHORITY. This Ordinance is adopted pursuant to Health and Safety Code section 122331, which authorizes counties to enact mandatory breed specific spay/neutering programs.

Section 4. EXEMPTIONS. The following pit bulls are exempt from the regulations described in this Ordinance:

a. Currently licensed pit bulls whose owners are registered breeders with the County's Department of Animal Services.

b. A pit bull that has been appropriately trained and is actually being used by a public law enforcement agency for law enforcement purposes.

c. A pit bull that is an assistance dog as defined in Food and Agricultural Code section 30850.

d. A pit bull which has been certified by a licensed veterinarian as having a health reason for not being spayed/neutered.

e. A pit bull which is in training at a licensed kennel and is currently licensed by the owner in another jurisdiction. The owner of the pit bull has the burden of showing that said pit bull is licensed in another jurisdiction.

f. A dog that is pending a breed determination when the dog owner or custodian requests such a determination in accordance with Section 6 of this Ordinance.

Section 5. DEFINITIONS. As used in this Ordinance, the following terms shall have the following meanings:

a. County. County of Riverside.

b. Department. County of Riverside Department of Animal Control.

c. Pit bull. Any Staffordshire Bull Terrier, American Pit Bull Terrier, or American Stafford Terrier breed of dog, or any mixed breed of

dog which contains, as an element of its breeding, any of these breeds so as to be identifiable as partially of one or more of these breeds.

Section 6. DETERMINATION OF BREED.

a. Upon written request of any dog owner or custodian, the Department's Chief Veterinarian or designee will schedule a breed determination appointment to determine whether a dog is a pit bull.

b. The Department shall mail the requesting dog owner or custodian written notice of the date, time, and place for the appointment not less than ten (10) days before the appointment date. The appointment date shall be no more than thirty (30) days after the Department's receipt of the request for a breed determination.

c. The Department shall mail written results of breed determination to the requesting owner or custodian within ten (10) days after the appointment

d. The above mentioned breed determination results are prima facie evidence of the facts stated therein. On appeal, the dog owner or custodian appealing a breed determination has the burden to show that the dog is not a pit bull.

e. If the dog owner or custodian is cited for violation of this Ordinance after the Department has determined that the dog is a pit bull, the citation may be appealed as provided in Section 8 of this Ordinance.

Section 7. MANDATORY SPAY NEUTERING OF PIT BULL BREED DOGS. No person shall own or possess a pit bull over the age of four (4) months that has not been spayed or neutered, except as provided for in Section 4 of this Ordinance.

Section 8. VIOLATIONS AND PENALTIES. Any person violating any provision of this Ordinance shall be deemed guilty of an infraction or misdemeanor and subject to the same criminal, civil and administrative fines, penalties and costs, including all rights to appeal, as enumerated Riverside County Ordinance ("RCO") No. 630, including any amendments to RCO No. 630 that may occur from time to time.

Section 9. SEVERABILITY. If any provision, clause, sentence or paragraph of this Ordinance or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other provisions of this Ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this Ordinance are hereby declared to be severable.

Section 10. EFFECTIVE DATE. This Ordinance shall take effect thirty (30) days after its adoption.

ADOPTED: Item 9-1 of 10/08/2013 (Eff: 11/07/2013)