



**CITY OF COLTON**

**City Hall**

650 N. La Cadena Drive  
Colton, CA 92324

Website: [www.coltonca.gov](http://www.coltonca.gov)

**Mayor Richard A. DeLaRosa**

**Council Members:**

- David J. Toro – District 1
- Summer Zamora Jorin – District 2
- Frank J. Navarro – District 3
- Dr. Luis S. González – District 4
- Deirdre H. Bennett – District 5
- Isaac T. Suchil – District 6

City Treasurer Aurelio De La Torre

City Manager William R. Smith

City Attorney Carlos Campos

City Clerk Carolina R. Padilla

**AGENDA**

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

**TUESDAY, JULY 5, 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 – ANTICIPATED LITIGATION**

Significant Exposure to Litigation, Pursuant to Government Code Section 54956.9(d)(2)/(e)(1)  
Two (2) potential cases

**CITY ATTORNEY ORAL REPORT ON CLOSED SESSION ACTIONS**

~~~~~

**RULES OF DECORUM**

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

~~~~~

**OPEN SESSION**

6:00 P.M.

**OPEN SESSION CALLED TO ORDER**

**INVOCATION** Pastor Dane Aaker – Centerpoint Church

**FLAG SALUTE**

**ROLL CALL**

**CEREMONIAL MATTERS** *Presentations, Awards, Proclamations*

- Proclamation - Parks and Recreation Month
- Certificate - Volunteer of the Year

**MAYOR AND COUNCIL ITEMS**

- Measure D Oversight Committee

**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))*

**CITY TREASURER'S REPORTS**

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

**PUBLIC COMMENT**

**Limit 5 Minutes**

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

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

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

~~~~~  
**CONSENT CALENDAR**

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

- (1) Minutes – Approval of Minutes for the City Council Regular Meeting Held June 21, 2016 on File in the Office of the City Clerk. **[City Clerk Padilla]**
- (2) Warrants – Approval of Payable Warrants U.S. Bank vouchers dated 05/13/2016 for \$29,876.43; voucher numbers 156529 to 156690 dated 06/16/2016 and totaling \$1,872,592.81; voucher numbers 156694 to 156827 dated 06/23/2016 and totaling \$1,034,271.40, less voided checks totaling \$14,737.73 and replaced checks totaling \$4,357.96. **[Staff Person: A. Agramonte]**
- (3) Second Reading of Ordinance No. O-10A-16 – Waive full reading and pass second reading of Ordinance No. O-10A-16, an ordinance of the City Council of the City of Colton amending section 18.12.060 (Building Projections – R-1 Zone), and section 18.12.170 (Parking Requirements – R-1 Zone), of Title 18 of the Colton Municipal Code (File Index No. DAP-001-287B).
- (4) Canvass of Election – Approve and adopt a Resolution of the City Council reciting the fact of the Special Municipal Election held June 7, 2016, declaring the result and such other matters as provided by law, **RESOLUTION NO. R-64-16. [Staff Person: S. Sanchez]**
- (5) Chamber of Commerce Agreement – Approve a contractual services agreement with the Colton Chamber of Commerce for the 2016-2017 Fiscal Year. **[Staff Person. A. Morgan]**
- (6) Order the Levy for Assessments (James Sullivan District “A”) – 1) Approve the attached resolution authorizing the 2016-2017 annual levy of tax assessments for Improvement District “A” (James Sullivan Mutual Water Company), 2) Approve the attached Auditor- Controller/Tax Collector Agreement for Collection of Special Taxes, Fees, and Assessments for Fiscal Year 2016-2017, 3) The Colton Utility Authority Board review, ratify and to the extent necessary, recommend that the City Council take the above action(s), **RESOLUTION NO. R-65-16. [Staff Person: D. Kolk]**

- (7) Award of Contract to Matich Corporation – Authorize the award of the construction contract for the Sycamore Avenue Asphalt Paving Project to Matich Corporation as the lowest responsive and responsible bidder in the amount of \$68,758.04; Authorize the City Manager or his or her designee to approve Change Orders not to exceed 10% of the awarded contract. **[Staff Person: D. Kolk]**
- (8) Award of Contract to Hydrotech Electric – Authorize the award of construction contract for the Reche Canyon Booster Station Electrical Upgrade Project to Hydrotech Electric as the lowest responsive and responsible bidder in the amount of \$240,784.00; Authorize the City Manager or his or her designee to approve Change Orders not to exceed 10% of the awarded contract. **[Staff Person: D. Kolk]**
- (9) Agreement/Carl Warren & Company – Approve a two year agreement with Carl Warren & company to provide general liability claims administration services. **[Staff Person: K. Parker]**
- (10) Annual Special Tax for CFD – Approve resolutions authorizing the 2016-2017 Annual Special Tax Levy for CFD’s 89-1, 89-2 and 90-1, **RESOLUTION NOS. R-66-16, R-67-16, R-68-16.** **[Staff Person: A. Agramonte]**

**BUSINESS ITEMS**

- (11) Purchase and Sale Agreement – 1) Adopt a resolution approving a Purchase Sale Agreement with the County of San Bernardino; and, 2) adopt a resolution approving a Purchase Sale Agreement with Pacific Ocean Drive 3315, LLC; and, Amend the Fiscal Year 2016-2017 Budget expenditures associated with the costs of the transaction, **RESOLUTION NOS. R-69-16, R-70-16** **[Staff Person: A. Morgan]**

**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, June 30, 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](http://www.coltonca.gov)

## PROCEDURES FOR ADDRESSING CITY COUNCIL

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

### RULES OF DECORUM

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

### NOTICE TO PUBLIC

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

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

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

### LEGAL CHALLENGES

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

### MANUAL OF PROCEDURE

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

**THIS PAGE WAS INTENTIONALLY LEFT BLANK**



## STAFF REPORT

DATE: JULY 5, 2016  
TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
FROM: BILL SMITH, CITY MANAGER  
SUBJECT: MEASURE D OVERSIGHT COMMITTEE

### RECOMMENDED ACTION

That the City Council provide direction regarding constituting the Measure D Oversight Committee.

### BACKGROUND

As part of the recent Measure D informational outreach, one of the commitments made to Colton residents, assuming passage of Measure D, was the creation of “an independent Citizens’ Oversight Committee” to oversee the provisions of Measure D implementation. Measure D was approved by over 75% of Colton voters during the June 7, 2016 election. With passage of the measure, City Council has now indicated a desire to constitute the aforementioned Measure D Oversight Committee.

At the June 21, 2016 City Council meeting, it was noted that this topic was to be included on the meeting agenda for the June 22, 2016 Finance Subcommittee meeting. The Finance Subcommittee consists of Mayor Delarosa, Mayor Pro Tempore Suchil, Council Member Navarro, and City Treasurer Delatorre.

The Finance Subcommittee met on June 22, 2016, and this topic was discussed. As a result of this discussion, the Subcommittee approved making the following recommendations to the full City Council, regarding the constitution of the Measure D Oversight Committee (Committee).

1. The Committee should consist of five (5) members.
2. The scope of the Committee should be limited to the implementation of Measure D, and associated budget impacts.
3. The members of the Committee should serve for the full five (5) year term of Measure D.
4. Community members interested in serving on the Committee should complete a standard City Commissioner Application to the City Clerk’s Office to be considered.
5. Applicants who are currently City Commissioners may be considered for appointment to the Committee, however if appointed, the appointee would need to resign his/her position as a City Commissioner.

6. Applications should be considered by the Utilities Commission, which should recommend the five (5) members to be appointed to the City Council, for formal appointment.
7. The Committee shall meet as-needed. Staff estimates approximately four (4) meetings per year, although this number is subject to change, as needs emerge.

### **ISSUES/ANALYSIS**

Once this Committee is constituted, staff will work to organize an orientation meeting with Finance Department staff to familiarize Committee members with Measure D implementation, as well as associated impacts to the budget. A rough Committee schedule will also be discussed, and the Committee will be engaged, regarding any available information and necessary action, regarding Measure D implementation, moving forward.

### **FISCAL IMPACTS**

There are no anticipated fiscal impacts as a result of this action.

### **ALTERNATIVES**

1. Provide alternative direction to staff, as appropriate.

### **ATTACHMENTS**

N/A

CITY OF COLTON TREASURER'S REPORT  
FOR APRIL 2016

The Treasurer's report reflects all funds held by the City. The Investments reflected in this report are in compliance with the City's investment policy adopted in January 2016. The investment portfolio as well as budgeted income is expected to meet projected cash flow requirements for the next six months.

A handwritten signature in black ink, appearing to read 'Aurelio De La Torre', written in a cursive style.

Aurelio De La Torre, Treasurer  
June 20, 2016

**CITY OF COLTON  
WEIGHTED AVERAGE YIELD ON INVESTMENT PORTFOLIO**

| <b>MONTH</b>   | <b>Yield</b> |
|----------------|--------------|
| November-2014  | 0.26%        |
| December-2014  | 0.27%        |
| January-2015   | 0.26%        |
| February-2015  | 0.27%        |
| March-2015     | 0.28%        |
| April-2015     | 0.28%        |
| May-2015       | 0.29%        |
| June-2015      | 0.30%        |
| July-2015      | 0.32%        |
| August-2015    | 0.33%        |
| September-2015 | 0.34%        |
| October-2015   | 0.36%        |
| November-2015  | 0.37%        |
| December-2015  | 0.40%        |
| January-2016   | 0.45%        |
| February-2016  | 0.47%        |
| March-2016     | 0.51%        |
| April-2016     | 0.53%        |

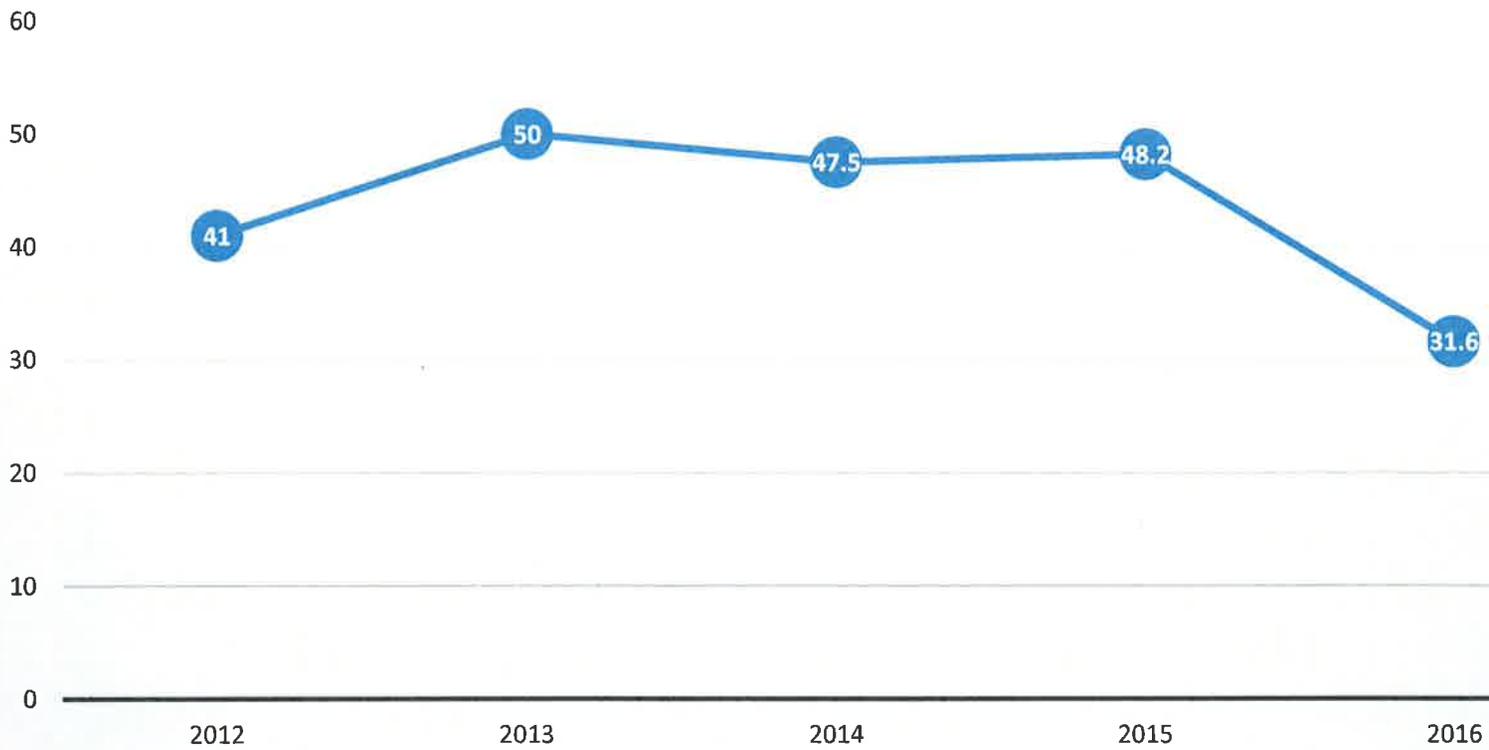
**City of Colton Treasurer's Report  
April 2016**

The Treasurer

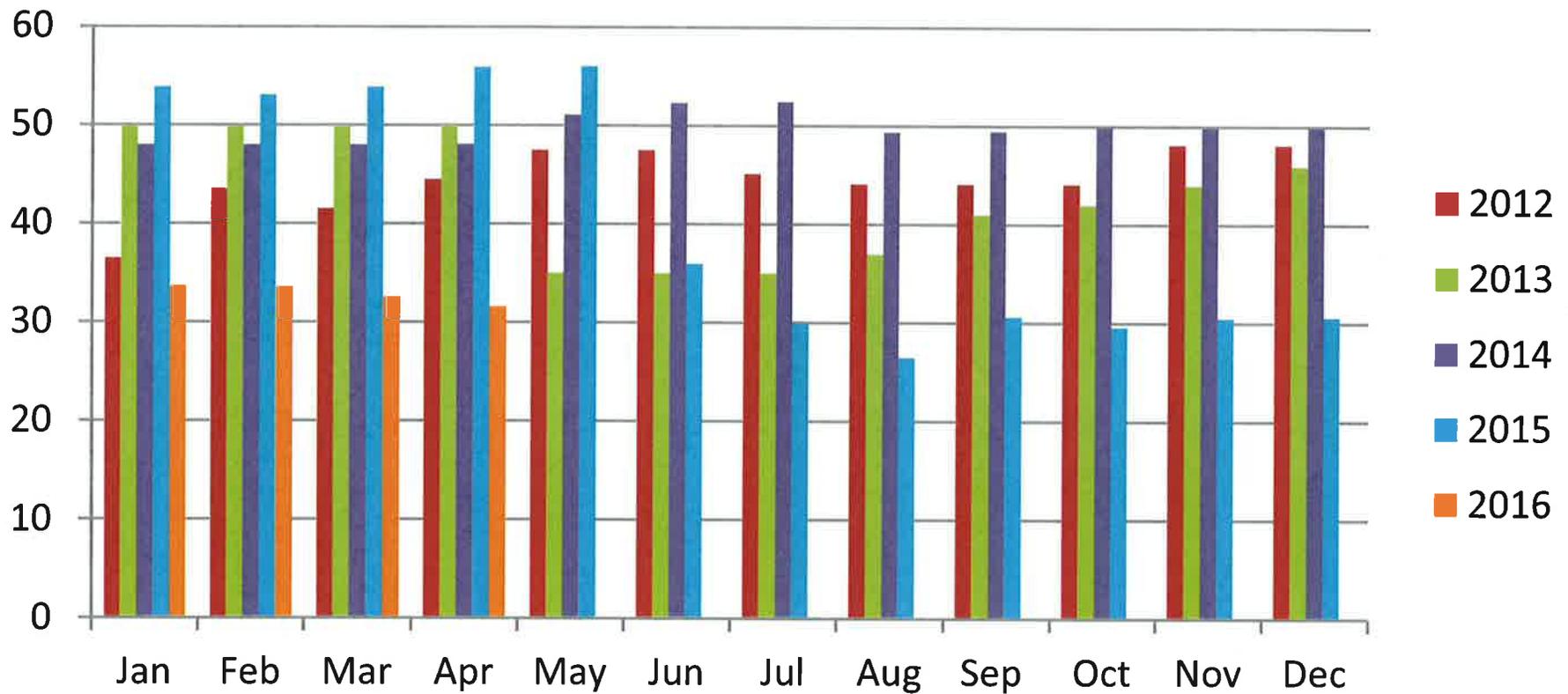
PAGE 1

| INVESTMENT TYPE                       | ISSUER                | DATE OF MATURITY | PAR AMOUNT           | COST                 | FAIR MKT VALUE       | YIELD      |
|---------------------------------------|-----------------------|------------------|----------------------|----------------------|----------------------|------------|
| <b>STATE POOL</b>                     |                       |                  |                      |                      |                      |            |
| LAIF-General, other                   | State Pool            | Daily            | \$ 23,816,840        | \$ 23,816,840        | \$ 23,816,840        | 0.53%      |
| <b>UNION BANK</b>                     |                       |                  |                      |                      |                      |            |
| General                               | Money Market          | Daily            | \$ 2,080,219         | \$ 2,080,219         | \$ 2,080,219         | 0.01%      |
| General                               | FFCB                  | 9/22/2017        | \$ 509,000           | \$ 502,475           | \$ 502,475           | 1.12%      |
| General                               | FFCB                  | 12/21/2018       | \$ 1,013,750         | \$ 1,002,260         | \$ 1,002,260         | 1.37%      |
| General                               | FDIC Insured CD's     | 6/13-19/2017     | \$ 1,263,750         | \$ 1,254,128         | \$ 1,254,128         | 1.10%      |
|                                       |                       |                  | \$ 4,866,719         | 4,839,082            | 4,839,082            |            |
| <b>CITIZENS TRUST</b>                 |                       |                  |                      |                      |                      |            |
| General                               | Money Market          | Daily            | 212,425              | 212,425              | 212,425              | 0.30%      |
| General                               | FHLB,FFCB, FNMA, FHLM | 8/25-17/2020     | 2,800,000            | 2,798,756            | 2,798,326            | 0.83-1.32% |
|                                       |                       |                  | 3,012,425            | 3,011,181            | 3,010,751            |            |
| <b>GENERAL TOTAL</b>                  |                       |                  | <u>31,695,984</u>    | <u>31,667,103</u>    | <u>31,666,673</u>    |            |
| <b>STATE POOL</b>                     |                       |                  |                      |                      |                      |            |
| LAIF-Electric Reserve                 | State Pool            | Daily            | <u>37,893,912</u>    | <u>37,893,912</u>    | <u>37,893,912</u>    | 0.53%      |
| <b>TOTAL INVESTMENTS BY TREASURER</b> |                       |                  | <u>\$ 69,589,896</u> | <u>\$ 69,561,015</u> | <u>\$ 69,560,585</u> |            |
| <b>NON INVESTMENT ACCOUNTS</b>        |                       |                  |                      |                      |                      |            |
| Bank of America                       | General acct          | Daily            | \$ 3,109,919         | \$ 3,109,919         | \$ 3,109,919         | 0.15%      |
| Bank of America                       | Payroll acct          | Daily            | \$ 122,850           | \$ 122,850           | \$ 122,850           | 0.15%      |
| Bank of America                       | Workers Comp          | Daily            | 35,125               | 35,125               | 35,125               | 0.15%      |
| Bank of America                       | Rancho Med            | Daily            | 202,115              | 202,115              | 202,115              | 0.15%      |
| Citibank                              | Hermosa Trust         | Daily            | 411,813              | 411,813              | 411,813              | 0.05%      |
| Citibank                              | Water-meter escrow    | Daily            | 517,389              | 517,389              | 517,389              | 0.42%      |
|                                       |                       |                  | \$ 4,399,211         | \$ 4,399,211         | \$ 4,399,211         |            |
| <b>PETTY CASH FUNDS</b>               |                       |                  | 5,000                | 5,000                | 5,000                | N/A        |
| <b>TOTAL NON INVESTMENT ACCOUNTS</b>  |                       |                  | <u>\$ 4,404,211</u>  | <u>\$ 4,404,211</u>  | <u>\$ 4,404,211</u>  |            |

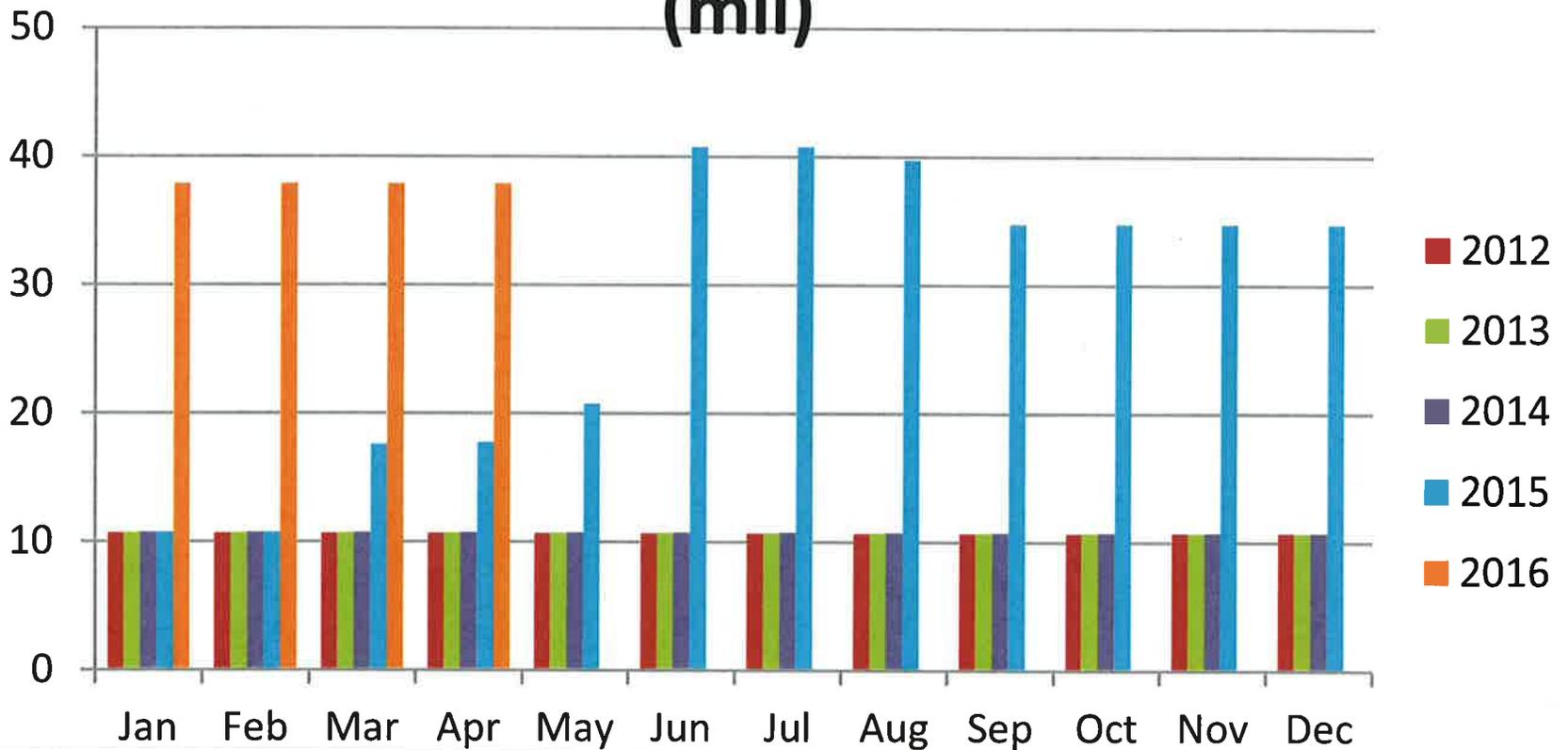
## April Comparison of Available General Cash (mil)



# City of Colton General Pooled Cash(mil)



# City of Colton Electric Cash & Reserve- (mil)



# City of Colton Electric Cash (mil)



**City of Colton Treasurer's Report  
April 2016**

Investments under Bond Indentures

PAGE 2

| TRUSTEE<br>Bond Issue  | ISSUER             | DATE OF<br>MATURITY | PAR<br>AMOUNT       | COST                | FAIR MKT.<br>VALUE  | YIELD |
|------------------------|--------------------|---------------------|---------------------|---------------------|---------------------|-------|
| <b>Union Bank</b>      |                    |                     |                     |                     |                     |       |
| 1998 Water Bonds-R     | Morgan Grnty Trust | 3/1/2030            | \$ 702,500          | \$ 702,500          | \$ 702,500          | 5.30% |
| 1998 Water Bonds-C     | Blackrock Prov.    | Daily               | 23,164              | 23,164              | 23,164              | 0.19% |
| 2000 Wastewater B-R    | GE GIC             | 3/1/2025            | 412,658             | 412,658             | 412,658             | 6.15% |
| 2012 Electric Bonds-PP | Blackrock Prov.    | Daily               | 257,558             | 257,558             | 257,558             | 0.01% |
| 2012 Electric Bonds-R  | FFCB               | 11/27/2017          | 2,765,042           | 2,770,000           | 2,767,258           | 0.87% |
| 2012 Electric Bonds-R  | Blackrock Prov.    | Daily               | 750                 | 750                 | 750                 | 0.01% |
| 2007A Bonds-PP         | Blackrock Prov.    | Daily               | 136,885             | 136,885             | 136,885             | 0.13% |
| CFD 89-2               | LAIF               | Daily               | 275,331             | 275,331             | 275,331             | 0.53% |
|                        |                    |                     | <u>\$ 4,573,888</u> | <u>\$ 4,578,846</u> | <u>\$ 4,576,104</u> |       |

**City of Colton Treasurer's Report  
April 2016**

**Investments under Bond Indentures**

**PAGE 3**

| INVESTMENT<br>TYPE   | ISSUER           | DATE OF<br>MATURITY | PAR<br>AMOUNT | COST         | FAIR MKT<br>VALUE | YIELD |
|----------------------|------------------|---------------------|---------------|--------------|-------------------|-------|
| <b>US Bank</b>       |                  |                     |               |              |                   |       |
| PFB 2007-R           | 1st American TOF | Daily               | 2,095,058     | 2,095,058    | 2,095,058         | 0.01% |
| PFB 2007-R           | 1st American TOF | Daily               | 2,905         | 2,905        | 2,905             | 0.01% |
| PFA 2007 Ser B-R     | 1st American TOF | Daily               | 915,022       | 915,022      | 915,022           | 0.01% |
| CFD 87-1 96 Spec Tax | 1st American TOF | Daily               | 7,243         | 7,243        | 7,243             | 0.01% |
| PFA 1996 Trust       | Municipal Bonds  | 9/1/2018            | 964,236       | 964,236      | 964,236           | 6.32% |
| CFD 90-1             | 1st American TOF | Daily               | 269,895       | 269,895      | 269,895           | 0.01% |
| PFA 1996-R           | 1st American TOF | Daily               | 18,638        | 18,638       | 18,638            | 0.01% |
| PFA 1996-R           | GE GIC           | 9/1/2019            | 247,807       | 247,807      | 247,807           | 6.04% |
|                      |                  |                     | \$ 4,520,804  | \$ 4,520,804 | \$ 4,520,804      |       |

**Total Held by Trustees**

\$ 9,094,692    \$ 9,099,650    \$ 9,096,908

**TOTAL CITY CASH AND INVESTMENTS**

\$ 83,064,876

**Cash and Investments Report  
City of Colton  
Through April 2016**

|                                              | <b>Fund Total</b> |
|----------------------------------------------|-------------------|
| 100 GENERAL FUND                             | 2,889,919.85      |
| 150 TREASURERS ACCOUNT GROUP                 | 70,277.56         |
| 206 COMMUNITY CHILD CARE                     | 91,144.30         |
| 210 SPECIAL GAS TAX                          | 536,592.23        |
| 211 LIBRARY GRANT FUND                       | 17,002.21         |
| 212 STATE TRAFFIC RELIEF FUND                | 49.45             |
| 214 POLLUTION REDUCTION FUND                 | 420,153.57        |
| 215 COMMUNITY DEV ACT FUND                   | (267,788.13)      |
| 217 DRUG/GANG INTERVENTION                   | 16,345.31         |
| 218 MEASURE I FUND                           | 1,967,123.90      |
| 220 ViTep                                    | 80,334.31         |
| 225 MISC GRANTS                              | (672,241.44)      |
| 240 HOST CITY FEES - CIP                     | 312,161.09        |
| 248 PARK DEVELOPMENT FUND                    | 465,231.52        |
| 249 TRAFFIC IMPACT FUND                      | 1,796,274.64      |
| 250 NEW FACILITIES DEVELOPMENT FEE           | 160,415.79        |
| 251 CIVIC CENTER DEVELOPMENT FEE             | 20,559.70         |
| 252 FIRE FACILITY DEVELOPMENT FEE            | 42,054.68         |
| 253 POLICE FACILITY DEVELOPMENT FEE          | 24,203.31         |
| 261 ASSET FORFEITURE                         | 195,502.23        |
| 350 PFA Debt Fund                            | 2,135,642.09      |
| 357 POB-Non Enterprise                       | 128,257.05        |
| 358 PENSION OBLIGATION DEBT SERVICE          | 1,541,361.22      |
| 364 WATER IMPRVMT DIST A                     | 17,013.16         |
| 450 Capital Improvement Projects             | (190,671.56)      |
| 451 Colton Crossing Fund                     | 2,062,503.84      |
| 520 ELECTRIC UTILITY                         | 37,248,433.57     |
| Restricted                                   | 19,634,522.00     |
| Rate Stabilization                           | 17,613,911.57     |
| 521 WATER UTILITY                            | 6,927,384.34      |
| 522 WASTEWATER UTILITY                       | 10,639,120.34     |
| 523 SOLID WASTE                              | (97,717.80)       |
| 526 PUBLIC BENEFIT FUND                      | 2,411,637.83      |
| 560 CEMETARY ENDOWMENT CARE                  | 1,102,255.68      |
| 605 Facility & Equipment Maintenance Fund    | 140,210.55        |
| 606 INFORMATION SERVICES FUND                | 1,252,109.40      |
| 607 INSURANCE FUND                           | 2,674,854.56      |
| 608 AUTOMOTIVE SHOP                          | 194,066.89        |
| 701 LLMD #2                                  | 45,920.22         |
| 702 LLMD #1                                  | 31,265.40         |
| 703 CFD 87-1 DEBT SERVICE                    | 29,088.80         |
| 707 CFD 88-1 DEBT SERVICE                    | 291,107.55        |
| 722 STORM WATER                              | 329,509.00        |
| 734 CFD 89-2 CONSTRUCTION                    | 0.98              |
| 744 CFD 89-1 DEBT SERVICE                    | 541,626.49        |
| 745 CFD 89-2 DEBT SERVICE                    | 753,288.60        |
| 762 TRUST AND AGENCY                         | 1,675,237.86      |
| 781 CFD 90-1 DEBT SERVICE                    | 544,761.46        |
| 850 Redevelopment Obligation Retirement Fund | 2,559,436.33      |
| 851 Successor Agency Administration          | 52,972.26         |

|                                             |                                |
|---------------------------------------------|--------------------------------|
| 855 Housing Auth - RM PARK DEVELOPMENT      | (4,249,309.80)                 |
| 856 Housing Auth - RANCHO MED BOND PROCEEDS | (6,150,293.36)                 |
| 864 Housing Auth - LOW/MOD BOND PROCEEDS    | 4,907,640.41                   |
| 865 Housing Auth - RANCHO MED CHFA          | 4.24                           |
| 870 Housing Auth - RM PARK OPERATIONS       | 5,424,118.34                   |
| 874 Housing Auth - LOW/MOD DEBT SERVICE     | (1,050,944.10)                 |
| 890 Successor Agcy-RDA - LONG TERM DEBT GRP | (75,725.37)                    |
| 898 Housing Auth - LOW/MOD CAPITAL PROJECTS | (86,724.32)                    |
| <b>Grand Total:</b>                         | <b><u>\$ 81,924,758.23</u></b> |

**Reconciling Items:**

|                                                                |                                       |
|----------------------------------------------------------------|---------------------------------------|
| Outstanding checks and adjustments                             | 1,113,161.09                          |
| Interest/Dividends/Gains on Investments/Cash with fiscal Agent | 19,396.74                             |
| Deposits intransit                                             | (99,276.48)                           |
| City Investment in CFD's -adjustments to be posted             | 124,236.00                            |
| Petty cash not reflected in this report                        | 5,000.00                              |
| Timing Difference ( including rounding difference of \$.62 )   | (22,399.58)                           |
| <b>Total per Treasurer's Report</b>                            | <b><u><u>\$ 83,064,876.00</u></u></b> |

**THIS PAGE WAS INTENTIONALLY LEFT BLANK**

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

June 21, 2016

Closed Session Meeting was held on the above given date at 5:00 p.m., in the Council Chambers of City Hall, with Mayor DeLaRosa presiding.

CITY COUNCIL ROLL CALL

Councilmembers present were, Toro, Jorin (*appeared at 5:08 p.m.*), Navarro, González, Bennett, MPT Suchil, 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 C.

- A. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION  
Pursuant to Government Code Section 54956.9(d)(1)  
Largo Concrete, Inc., v. City of Colton, et al.  
San Bernardino Superior Court, Case No. CIVDS 1400406
- B. CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
Pursuant to Government Code Section 54956.8  
Owner: Successor Agency to the Redevelopment Agency for the City of Colton  
Property APNs: 0276-144-48, 49, 52 and 53  
Negotiating Parties: Bill Smith, City Manager; Mark Tomich, Development Services Director; Arthur Morgan, Economic Development Manager; Carlos Campos, City Attorney  
Under Negotiation: Price and Terms of Purchase
- C. CONFERENCE WITH LABOR NEGOTIATORS  
Pursuant to Government Code Section 54957.6  
Agency designated representatives: Bill Smith, City Manager and Anita Agramonte, Finance Director  
Employee Groups: General Unit, Mid-Management Unit, Confidential Group, Colton Police Officers Association, Colton Police Dispatchers Association, Colton Fire Association; International Brotherhood of Electrical Workers (IBEW), Water and Wastewater

Mayor DeLaRosa adjourned the meeting to Closed Session at 5:02 p.m. and at 6:04 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 C; 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

June 21, 2016

Regular Meeting held on the above-given date at 6:05 p.m. in the Council Chambers of City Hall, with Mayor DeLaRosa presiding.

INVOCATION/FLAG SALUTE

Carolina R. Padilla, City Clerk

CITY COUNCIL ROLL CALL

Council Members Present

Richard A. DeLaRosa, Mayor  
David J. Toro  
Summer Jorin  
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*

- Presentation - Business Focus – El Taquito

Mayor Pro Tem Suchil and Councilmember Navarro presented with assistance of staff (*Art Morgan, Economic Development Manager*) You Make a Difference Recognition Certificate to Manager Fatima Reyes of El Taquito.

MAYOR AND COUNCIL ITEMS

- Letter of Opposition – Oppose SB 1387 (De Leon) as amended April 7, 2016: Non-vehicular Air Pollution: Market-based Incentive Programs: South Coast Air Quality Management District Board.

CM Navarro presented this item for Council discussion to reach a consensus by Councilmembers present to support a letter of opposition to oppose SB 1387; it would dilute local control of the South Cost Air Quality Management District (SCAQMD) by adding three (3) additional voting members/state-selected representatives; seats on the regional board are meant to represent local interests; of which city and county officials are represented from the four counties SCAQMD serves.

Discussion and consensus by Councilmembers present to submit a Letter of Opposition – Oppose SB 1387.

APPOINTMENTS

- Council Appointments - for the Council representative to the Integrated Resource Plan update process with the Utility Commission.

David X. Kolk, Utility Director, informed Council every two years the Utility Department updates their Integrated Resource Plan; requires to look at the City's long term resources; what the legislative and regulatory requirements are and how they will be met in a planning process.

The Utility commission requested one or two Councilmembers to participate in the process thus allowing Council to be aware of what is being done and how cost is going to be affected over the next ten to twelve years; the make up of the participating members: three Utility Commissioners, two staff members and named Councilmember(s), if there is a consensus to participate.

Discussion and consensus for a Councilmember to participate; CM Bennett presented the name of CM González (*accepted*); no objection; appointment ratified as announced.

POSSIBLE CONFLICT OF INTEREST DISCLOSURES FOR THE COUNCIL MEETING OF JUNE 21, 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 González reported attending the SANBAG General Assembly in Ontario, California at the Citizen Business Bank Arena on June 16, 2016; Liza Gibbons, award winning media personality, was the Keynote Speaker who shared her experiences from childhood to the present and shared her quotes for success; CM González interacted with Engineers, Developers, and Business Owners.

Mayor DeLaRosa reported on his trip to Washington, D.C. on June 15, 2016; accompanied by staff (*Art Morgan, Economic Development Manager and Victor Ortiz, Engineering Superintendent*); met with congressional representatives of the Inland Empire as well as, Senator Boxer, Senator Feinstein, and Governor Brown; mission was to outline the importance of the 3-5 Storm Drain improvements; a direct development of the West End; goal was to obtain Economic Development matching grants from the Federal Government to help build the \$6 million project.

#### PUBLIC COMMENT

The following community members addressed the Council: John Anaya, and Wanda Bryant.

#### CONSENT CALENDAR

Mayor DeLaRosa presented the Consent Calendar Items 1 through 10.

Councilmembers present selected items for discussion and clarification by staff: CM Jorin, Item 3; CM González, Item 5; Mayor DeLaRosa, Item 7; CM González, Item 8; CM Jorin Item 9 (requested item to be pulled); CM González, Item 10.

Motion and Second by MPT Suchil/CM Jorin to approve the Consent Calendar Items 1 through 10; with Item 9 pulled.

Vote: Unanimous vote.

- (1) Minutes – Approval of Minutes for the City Council Regular Meeting held June 7, 2016; Minutes for the City Council Special Meeting held May 18, 2016, and Minutes for the City Council Special Meeting held May 11, 2016 on File in the Office of the City Clerk.
- (2) Warrants – Approval of Payable Warrants #156308 to 156412 dated 06/02/2016 and totaling \$2,538,807.94; voucher numbers 156413 to 156525 dated 06/09/2016 and totaling \$1,541,300.26, less voided checks totaling \$2,500.00; a payroll disbursement listing for the period 05/07/2016 to 05/20/2016 and totaling \$744,843.18; and a payroll disbursement listing for the period 05/21/2016 to 06/03/2016 and totaling \$830,730.68.
- (3) Purchase of AMR Water Meters and Itron Radios – Approve the purchase of 400 AMR water meters measuring ¾” and 1” and 150 Itron radios in an amount not to exceed \$96,660. This will complete the AMR Water Meters Replacement Program.
- (4) Professional Services Agreement with The Altum Group – Authorize the City Manager to execute the Professional Services Letter Agreement (PSA) with The Altum Group for environmental document preparation and related planning services on behalf of the proposed Hub City Centre Specific Plan Amendment for the Wildrose Village development applications.
- (5) Contract/Department of Education-State Preschool – Approve and adopt a Resolution approving the State of California Contract CSPP-6399 for the provision of preschool education services in the Early Childhood Education Division of the Community Services Department, RESOLUTION NO. R-54-16.
- (6) Contract/Department of Education-School Age – Approve and adopt a Resolution approving the State of California Contract CCTR-6195 for the provision of preschool education services in the Early Childhood Education Division of the Community Services Department for FY 2016-17, RESOLUTION NO. R-55-16.
- (7) Agua Mansa Project Update – 1) Approve a resolution to amend the Electric Department FY 15-16 appropriation increasing the Capital Improvement Budget for the Agua Mansa Project (“Project”) by \$679,078, for a total project budget of \$10,120,608. 2) Approve change orders 16 through 62 to the Construction Contract with Asplundh Construction Corporation (Asplundh) for the construction of the Agua Mansa Project, in the total amount of \$564,497.04, and authorize the City Manager, or his designee, to execute the change order documents. 3) Approve the Sixth Amendment to the Professional Services Agreement with Diversified Energy Consulting, LLC to increase the total compensation by an additional \$84,580 and to extend the term through August 31, 2016 for the construction management services, and authorize the City Manager to execute the Amendment documents, RESOLUTION NO. R-63-16.
- (8) Approval of Deputy Fire Chief Job Description & Salary Range - Approve the job description and salary range of a Deputy Fire Chief as outlined in the Fire Department Strategic Plan and approved, pending due diligence, in the 2015-2016 budget.
- (9) Colton Mural Design – Approve and accept the design for the La Cadena Drive Underpass Mural, 9<sup>th</sup> Street / I-10 Underpass Mural, and the BNSF Railroad Track Bridge (La Cadena Drive) Mural. (*Item pulled and no action taken*)
- (10) Agreement - Integrated Consulting Group – Authorize the City Manager to execute the First Amendment to the Professional Services Agreement with Integrated Consulting Group (ICG), to provide

additional work for the next phase of the feasibility study for the Colton Sports Complex Project.

## PUBLIC HEARINGS

### (11) LLMD 1

TIME AND PLACE FIXED TO CONSIDER APPROVAL AND ADOPTION OF THE FOLLOWING RESOLUTIONS FOR LANDSCAPE LIGHTING AND MAINTENANCE DISTRICT 1: (1) RESOLUTION APPROVING THE FINAL ENGINEER'S REPORT FOR FY 2016-17; AND (2) RESOLUTION APPROVING AND ORDERING OF THE LEVY AND COLLECTION OF ASSESSMENTS FOR FY 2016/17.

Mayor DeLaRosa 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 no reports of protest or objection.

#### Staff Presentation

David X. Kolk, Utility Director, presented for Council consideration action related to Landscape Lighting and Maintenance District 1; outlined the Agenda Report which included approval of staff's recommendation.

#### PUBLIC COMMENT

None

Motion and Second by MPT Suchil/CM Bennett to close the Public Hearing.

Vote: Unanimous vote.

#### Council Discussion

Discussion and discernment by Councilmembers present with clarification provided by staff: Director Kolk.

Motion and Second by CM Bennett/MPT Suchil to approve and adopt Resolution(s) R-56-16, and R-57-16.

Vote: Unanimous vote.

### (12) LLMD 2

TIME AND PLACE FIXED TO CONSIDER APPROVAL AND ADOPTION OF THE FOLLOWING RESOLUTIONS FOR LANDSCAPE LIGHTING AND MAINTENANCE DISTRICT 2: (1) RESOLUTION APPROVING THE FINAL ENGINEER'S REPORT FOR FY 2016-17; AND (2) RESOLUTION APPROVING AND ORDERING OF THE LEVY AND COLLECTION OF ASSESSMENTS FOR FY 2016/17

Mayor DeLaRosa 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 no reports of protest or objection.

#### Staff Presentation

David X. Kolk, Utility Director, presented for Council consideration action related to Landscape Lighting and Maintenance District 2; outlined the Agenda Report which included approval of staff's recommendation.

#### PUBLIC COMMENT

None

Motion and Second by CM Navarro/CM Jorrin to close the Public Hearing.

Vote: Unanimous vote.

Council Discussion

None

Motion and Second by CM Bennett/CM González to approve and adopt Resolution(s) R-58-16, and R-59-16.

Vote: Unanimous vote.

(13) Zone Text Amendment

TIME AND PLACE FIXED TO CONSIDER: WAIVE FURTHER READING, READ BY TITLE ONLY AND INTRODUCE AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLTON TO MODIFY VARIOUS PROVISIONS OF TITLE 18, SECTION 18.12.060 (BUILDING PROJECTIONS, SECTION 18.12.170 (PARKING REQUIREMENTS), PERTAINING TO CARPORTS IN THE R-1 ZONE OF THE COLTON MUNICIPAL CODE (FILE INDEX NO. DAP-001-287B).

Mayor DeLaRosa 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 no reports of protest or objection.

Staff Presentation

Mark Tomich, Development Services Director, presented for discussion and action by Council; this included an overview of the Agenda Report with the assistance of a PowerPoint presentation: 'Carport Ordinance: Proposed Revisions'; and concluded with a request for approval of staff's recommendation: (1) Introduce Ordinance No. O-10-16 for first reading, including modifications proposed by staff; (2) Determine whether to direct staff to study expansion of Zoning standards to allow carports in side yard setback areas.

PUBLIC COMMENT

None

Motion and Second by CM Navarro/CM Jorrin to close the Public Hearing.

Vote: Unanimous vote.

Council Discussion

Discussion and discernment by Councilmembers present with clarification provided by staff: Director Tomich.

Motion and Second by CM González/CM Navarro to waive full reading, read by title only, introduce Ordinance No. O-10-06; with no consensus by Council to study expanding the Zoning Text Amendment regarding carports within side yard setback areas.

Vote: Unanimous vote.

(14) 2015 Regional Urban Water Management Plan

TIME AND PLACE FIXED TO CONSIDER A PUBLIC HEARING TO APPROVE AND ADOPT A RESOLUTION ADOPTING THE 2015 SAN BERNARDINO VALLEY REGIONAL URBAN WATER MANAGEMENT PLAN (RUWMP).

Mayor DeLaRosa 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 no reports of protest or objection.

Staff Presentation

David X. Kolk, Utility Director, presented for Council consideration action related to the San Bernardino Valley Regional Urban Water Management Plan as recommended by the Utility Commission; Director Kolk outlined in detail the items of importance indicated in the Agenda Report; and concluded with approval of staff's recommendation.

PUBLIC COMMENT

None

Motion and Second by CM Bennett/CM Navarro to close the Public Hearing.

Vote: Unanimous vote.

Council Discussion

None

Motion and Second by CM González/CM Navarro to adopt and approve Resolution No. R-60-16.

Vote: Unanimous vote.

BUSINESS ITEMS

- (15) Approval of FY 2016/2017 Budget – Approve and Adopt Resolutions Approving and Adopting the Fiscal Year 2016/2017 Budget, CITY RESOLUTION NOS. R-61-16, R-62-16, CUA RESOLUTION NO. CUA-02-16, AND CHA RESOLUTION NO. CHA-03-16.

Staff Presentation

Anita Agramonte, Finance Director presented for Council consideration action related to Budget for FY 2016-17 as outlined in the Agenda Report; with the assistance of a PowerPoint presentation the following outline included:

- Summary of Budget Process
- General Fund Overview
- Citywide Overview
- Recommendations
  - Adopt FY 2016-17 Budget
  - Approve City Resolutions:
    - City Council Budget Resolution
    - City Council Gann Limit Resolution
    - Utility Authority Budget Resolution
    - Housing Authority Budget Resolution

Director Agramonte concluded in her presentation a balanced budget that also accomplishes the City's goal to maintain a 10% General Fund reserve.

Council Discussion

Discussion and discernment by Councilmembers present.

Motion and Second by Mayor DeLaRosa/MPT Suchil to approve and adopt Resolution(s) R-61-16, R-62-16, CUA Resolution No. CUA-02-16, and CHA Resolution No. CHA-03-16.

Vote: Unanimous vote.

MAYOR AND COUNCIL ORAL REPORTS AND COMMENTS

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

CITY MANAGER'S REPORTS

City Manager Smith acknowledged Council and staff involved in presenting a final budget document for approval; special thanks to Director Agramonte and announced she would be ending her employment for the City of Colton on July 14, 2016.

ADJOURNMENT

At 8:16 p.m., Mayor DeLaRosa adjourned the Regular Council Meeting.

---

Carolina R. Padilla  
City Clerk



## STAFF REPORT

DATE: JULY 05, 2016  
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
 FROM: BILL SMITH, CITY MANAGER *BS*  
 PREPARED BY: ANITA AGRAMONTE, FINANCE DIRECTOR *AA*  
 SUBJECT: APPROVAL OF ACCOUNTS PAYABLE VOUCHERS AND PAYROLL DISBURSEMENTS

### RECOMMENDED ACTION

It is recommended that the City Council approve U.S. Bank vouchers dated 05/13/2016 for \$29,876.43; voucher numbers 156529 to 156690 dated 06/16/2016 and totaling \$1,872,592.81; voucher numbers 156694 to 156827 dated 06/23/2016 and totaling \$1,034,271.40, less voided checks totaling \$14,737.73 and replaced checks totaling \$4,357.96.

### 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
3. Voided check history listing
4. Replaced checks listing

**City of Colton**  
**Fund Number and Title Legend**

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

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

Bank code : boa

| Voucher  | Date      | Vendor                                | Invoice              | PO # | Description/Account                                                                | Amount |
|----------|-----------|---------------------------------------|----------------------|------|------------------------------------------------------------------------------------|--------|
| 19687000 | 5/13/2016 | 092931 U.S. BANK CORPORATE PAYMENT SY | C. CLERK- 3244-4/16  |      | C. CLERK- S. SANCHEZ<br>MILITARY BANNERS<br>762-2314-000                           | 523.80 |
|          |           |                                       | C.CARE- 0986- 04/16  |      | C. CARE- C. RYMER<br>CARDS FOR EMPLOYEE RECOGNITIOI<br>206-7200-7204-2301-0000-000 | 13.80  |
|          |           |                                       |                      |      | BUSINESS CARDS<br>206-7200-7203-2350-0000-000                                      | 21.60  |
|          |           |                                       |                      |      | PAPER TOWELS<br>206-7200-7203-2301-0000-000                                        | 59.95  |
|          |           |                                       |                      |      | USE TAX<br>206-7200-7203-2301-0000-000                                             | 4.80   |
|          |           |                                       |                      |      | USE TAX<br>762-2210-000                                                            | -4.80  |
|          |           |                                       |                      |      | MAIL CDE REPORTS<br>206-7200-7202-2300-0000-000                                    | 3.22   |
|          |           |                                       |                      |      | MAIL CDE REPORTS<br>206-7200-7203-2300-0000-000                                    | 3.23   |
|          |           |                                       |                      |      | BREAKFAST MEETING<br>206-7200-7202-2280-0000-000                                   | 4.00   |
|          |           |                                       |                      |      | BREAKFAST MEETING<br>206-7200-7203-2280-0000-000                                   | 4.00   |
|          |           |                                       | CM- 5350- 04/16      |      | CM- DAWN MILLER<br>SWIVEL FLASH DRIVE<br>100-6020-9050-2301-0000-000               | 995.50 |
|          |           |                                       |                      |      | USE TAX<br>100-6020-9050-2301-0000-000                                             | 79.64  |
|          |           |                                       |                      |      | USE TAX<br>762-2210-000                                                            | -79.64 |
|          |           |                                       |                      |      | REGIS. (TENANT INVASION MTG)<br>100-6020-9050-2280-0000-000                        | 45.00  |
|          |           |                                       | COMM SVCS- 0138-4/16 |      | COMM SVCS- K. PHELPS<br>FOOD HANDLING CERTIFICATION<br>100-6200-6202-2280-0000-000 | 220.00 |

Bank code : boa

| Voucher  | Date      | Vendor                                | Invoice     | PO # | Description/Account                                               | Amount |
|----------|-----------|---------------------------------------|-------------|------|-------------------------------------------------------------------|--------|
| 19687000 | 5/13/2016 | 092931 U.S. BANK CORPORATE PAYMENT SY | (Continued) |      |                                                                   |        |
|          |           |                                       |             |      | ADMISSION FOR FIELD TRIP<br>100-6200-6213-2301-0000-000           | 240.00 |
|          |           |                                       |             |      | HAND WASH FOR LUQUE<br>100-6200-6213-2301-0000-000                | 41.28  |
|          |           |                                       |             |      | CPR/ FIRST AID TRAINING MATERIAL<br>100-6200-6202-2280-0000-000   | 209.70 |
|          |           |                                       |             |      | USE TAX<br>100-6200-6202-2280-0000-000                            | 16.00  |
|          |           |                                       |             |      | USE TAX<br>762-2210-000                                           | -16.00 |
|          |           |                                       |             |      | GAMES- DROP IN REC<br>100-6200-6215-2301-0000-000                 | 94.00  |
|          |           |                                       |             |      | USE TAX<br>100-6200-6215-2301-0000-000                            | 2.40   |
|          |           |                                       |             |      | USE TAX<br>762-2210-000                                           | -2.40  |
|          |           |                                       |             |      | SUPPLIES (PAWS EVENT/RESERVATIONS)<br>100-6200-6214-2301-0000-000 | 54.24  |
|          |           |                                       |             |      | SUPPLIES (PAWS EVENT/RESERVATIONS)<br>100-6200-6201-2301-0000-000 | 82.41  |
|          |           |                                       |             |      | SUPPLIES (PAWS EVENT/RESERVATIONS)<br>100-6200-6215-2301-0000-000 | 17.74  |
|          |           |                                       |             |      | ADMISSIONS FOR FIELD TRIP<br>100-6200-6213-2301-0000-000          | 26.00  |
|          |           |                                       |             |      | WRISTBANDS (BDAY EVENT)<br>762-2319-000                           | 149.16 |
|          |           |                                       |             |      | USE TAX<br>100-6200-6213-2301-0000-000                            | 11.93  |
|          |           |                                       |             |      | USE TAX<br>762-2210-000                                           | -11.93 |
|          |           |                                       |             |      | SIGNS FOR EVENTS<br>100-6200-6214-2301-0000-000                   | 158.60 |
|          |           |                                       |             |      | USE TAX<br>100-6200-6214-2301-0000-000                            | 12.69  |

Bank code : boa

| Voucher  | Date      | Vendor                                | Invoice     | PO # | Description/Account         | Amount |
|----------|-----------|---------------------------------------|-------------|------|-----------------------------|--------|
| 19687000 | 5/13/2016 | 092931 U.S. BANK CORPORATE PAYMENT SY | (Continued) |      |                             |        |
|          |           |                                       |             |      | USE TAX                     |        |
|          |           |                                       |             |      | 762-2210-000                | -12.69 |
|          |           |                                       |             |      | MOVIES                      |        |
|          |           |                                       |             |      | 100-6200-6203-2301-0000-000 | 21.61  |
|          |           |                                       |             |      | SUPPLIES FOR LCC EVENT      |        |
|          |           |                                       |             |      | 100-6200-6213-2301-0000-000 | 53.49  |
|          |           |                                       |             |      | T-SHIRTS FOR RADD           |        |
|          |           |                                       |             |      | 100-6200-6219-2301-0000-000 | 22.00  |
|          |           |                                       |             |      | USE TAX                     |        |
|          |           |                                       |             |      | 100-6200-6219-2301-0000-000 | 1.76   |
|          |           |                                       |             |      | USE TAX                     |        |
|          |           |                                       |             |      | 762-2210-000                | -1.76  |
|          |           |                                       |             |      | EDUCATIONAL TOYS            |        |
|          |           |                                       |             |      | 100-6200-6215-2301-0000-000 | 20.99  |
|          |           |                                       |             |      | USE TAX                     |        |
|          |           |                                       |             |      | 100-6200-6215-2301-0000-000 | 1.68   |
|          |           |                                       |             |      | USE TAX                     |        |
|          |           |                                       |             |      | 762-2210-000                | -1.68  |
|          |           |                                       |             |      | USE TAX                     |        |
|          |           |                                       |             |      | 100-6200-6212-2301-0000-000 | 4.09   |
|          |           |                                       |             |      | USE TAX                     |        |
|          |           |                                       |             |      | 762-2210-000                | -4.09  |
|          |           |                                       |             |      | SUPPLIES FOR 50+ EVENT      |        |
|          |           |                                       |             |      | 100-6200-6212-2301-0000-000 | 96.00  |
|          |           |                                       |             |      | USE TAX                     |        |
|          |           |                                       |             |      | 100-6200-6212-2301-0000-000 | 7.68   |
|          |           |                                       |             |      | USE TAX                     |        |
|          |           |                                       |             |      | 762-2210-000                | -7.68  |
|          |           |                                       |             |      | SUPPLIES FOR DROP IN REC    |        |
|          |           |                                       |             |      | 100-6200-6215-2301-0000-000 | 5.04   |
|          |           |                                       |             |      | USE TAX                     |        |
|          |           |                                       |             |      | 100-6200-6215-2301-0000-000 | 0.40   |
|          |           |                                       |             |      | USE TAX                     |        |
|          |           |                                       |             |      | 762-2210-000                | -0.40  |

Bank code : boa

| Voucher  | Date      | Vendor                                | Invoice     | PO # | Description/Account                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Amount                                                                                                                                                                                                                   |
|----------|-----------|---------------------------------------|-------------|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 19687000 | 5/13/2016 | 092931 U.S. BANK CORPORATE PAYMENT SY | (Continued) |      | GAMES FOR DROP IN REC<br>100-6200-6215-2301-0000-000<br>STORAGE CONTAINERS<br>100-6200-6214-2301-0000-000<br>STORAGE CONTAINERS<br>100-6200-6217-2301-0000-000<br>GAMES FOR DROP IN REC<br>100-6200-6215-2301-0000-000<br>GAMES<br>100-6200-6215-2301-0000-000<br>USE TAX<br>100-6200-6215-2301-0000-000<br>USE TAX<br>762-2210-000<br>GAME FOR DROP IN REC<br>100-6200-6215-2301-0000-000<br>USE TAX<br>100-6200-6215-2301-0000-000<br>USE TAX<br>762-2210-000<br>GAMES FOR DROP IN REC<br>100-6200-6215-2301-0000-000<br>FLYERS FOR PAWS<br>100-6200-6214-2354-0000-000<br>SUPPLIES FOR REC<br>100-6200-6215-2301-0000-000<br>SUPPLIES FOR 50+ EVENT<br>100-6200-6212-2301-0000-000<br>USE TAX<br>100-6200-6212-2301-0000-000<br>USE TAX<br>762-2210-000<br>TABLE CLOTH ROLLS<br>100-6200-6212-2301-0000-000 | 183.98<br><br>62.60<br><br>62.59<br><br>83.53<br><br>92.52<br><br>5.36<br><br>-5.36<br><br>183.69<br><br>10.25<br><br>-10.25<br><br>115.22<br><br>162.00<br><br>40.38<br><br>49.49<br><br>3.96<br><br>-3.96<br><br>61.11 |

Bank code : boa

| Voucher  | Date      | Vendor                                | Invoice                             | PO # | Description/Account                                                               | Amount |
|----------|-----------|---------------------------------------|-------------------------------------|------|-----------------------------------------------------------------------------------|--------|
| 19687000 | 5/13/2016 | 092931 U.S. BANK CORPORATE PAYMENT SY | (Continued)<br>COMM SVCS- 1342-4/16 |      | COMM SVCS- D. FARRAR<br>OFFICE SUPPLIES<br>100-6200-6202-2301-0000-000            | 48.57  |
|          |           |                                       |                                     |      | ADVERTISEMENT/EARTH DAY<br>100-6200-6214-2354-0000-000                            | 20.00  |
|          |           |                                       |                                     |      | MATERIALS FOR HALL OF FAME<br>100-6200-6214-2301-0000-000                         | 36.27  |
|          |           |                                       |                                     |      | SUPPLIES FOR SPECIAL EVENTS<br>100-6200-6214-2301-0000-000                        | 172.17 |
|          |           |                                       | COUNCIL- 4958- 04/16                |      | COUNCIL- A. FLORES<br>SUPPLIES- EDA GRANT FUND MTG<br>100-6000-6000-2301-0000-000 | 10.13  |
|          |           |                                       |                                     |      | FOOD EDA GRANT FUND MTG<br>100-6300-9050-2280-0000-000                            | 33.78  |
|          |           |                                       |                                     |      | FOOD COUNCIL MTG 4/5/16<br>100-6000-6000-2280-0001-000                            | 52.24  |
|          |           |                                       |                                     |      | SUPPLIES<br>100-6000-6000-2301-0000-000                                           | 1.07   |
|          |           |                                       |                                     |      | DINNER COUNCIL MTG 04/05/16<br>100-6000-6000-2280-0001-000                        | 34.73  |
|          |           |                                       |                                     |      | FOIL COVERS FOR CERTIFICATES<br>100-6000-6000-2301-0000-000                       | 128.65 |
|          |           |                                       |                                     |      | USE TAX<br>100-6000-6000-2301-0000-000                                            | 9.45   |
|          |           |                                       |                                     |      | USE TAX<br>762-2210-000                                                           | -9.45  |
|          |           |                                       |                                     |      | FOIL COVERS FOR CERTIFICATES<br>100-6000-6000-2301-0000-000                       | 91.30  |
|          |           |                                       |                                     |      | USE TAX<br>100-6000-6000-2301-0000-000                                            | 7.30   |
|          |           |                                       |                                     |      | USE TAX<br>762-2210-000                                                           | -7.30  |
|          |           |                                       |                                     |      | FOIL COVERS FOR CERTIFICATES<br>100-6000-6000-2301-0000-000                       | 41.45  |

Bank code : boa

| Voucher  | Date      | Vendor                                | Invoice              | PO # | Description/Account           | Amount |
|----------|-----------|---------------------------------------|----------------------|------|-------------------------------|--------|
| 19687000 | 5/13/2016 | 092931 U.S. BANK CORPORATE PAYMENT SY | (Continued)          |      | USE TAX                       |        |
|          |           |                                       |                      |      | 100-6000-6000-2301-0000-000   | 3.32   |
|          |           |                                       |                      |      | USE TAX                       |        |
|          |           |                                       |                      |      | 762-2210-000                  | -3.32  |
|          |           |                                       |                      |      | SUPPLIES COUNCIL MTG 04/19/16 |        |
|          |           |                                       |                      |      | 100-6000-6000-2280-0001-000   | 31.86  |
|          |           |                                       |                      |      | DINNER COUNCIL MTG 04/19/16   |        |
|          |           |                                       |                      |      | 100-6000-6000-2280-0001-000   | 33.32  |
|          |           |                                       |                      |      | AIRFARE (ICSC CONF)           |        |
|          |           |                                       | DEV SVCS- 5316- 4/16 |      | 100-6000-6000-2280-0000-000   | 154.99 |
|          |           |                                       |                      |      | DEV SVCS- M. TOMICH           |        |
|          |           |                                       |                      |      | SOFTWARE SUBSCRIPTION         |        |
|          |           |                                       |                      |      | 100-6300-6301-2301-0000-000   | 29.00  |
|          |           |                                       |                      |      | LODGING (APA CONF)            |        |
|          |           |                                       |                      |      | 100-6300-6302-2280-0000-000   | 615.28 |
|          |           |                                       |                      |      | TUITION- ACCOUNTING CLASS     |        |
|          |           |                                       | ELEC- 3629- 04/16    |      | 100-6300-6301-1160-0000-000   | 149.00 |
|          |           |                                       |                      |      | ELEC- C. JIMENEZ              |        |
|          |           |                                       |                      |      | LINE TRUCK REPAIRS            |        |
|          |           |                                       |                      |      | 520-8000-8004-2210-0933-000   | 32.09  |
|          |           |                                       |                      |      | USE TAX                       |        |
|          |           |                                       |                      |      | 520-8000-8004-2210-0933-000   | 2.57   |
|          |           |                                       |                      |      | USE TAX                       |        |
|          |           |                                       |                      |      | 762-2210-000                  | -2.57  |
|          |           |                                       |                      |      | REGIS. HOOVER DAM CONF        |        |
|          |           |                                       |                      |      | 520-8000-8003-1161-0926-000   | 300.00 |
|          |           |                                       |                      |      | LODGING (HOOVER DAM CONF)     |        |
|          |           |                                       |                      |      | 520-8000-8003-2280-0930-200   | 180.80 |
|          |           |                                       |                      |      | AIRFARE (HOOVER DAM CONF)     |        |
|          |           |                                       |                      |      | 520-8000-8003-2280-0930-200   | 259.96 |
|          |           |                                       | ELEC- 4201- 04/16    |      | ELEC- R. GALLEGOS             |        |
|          |           |                                       |                      |      | CAB FARE (CEC & CARB MTG)     |        |
|          |           |                                       |                      |      | 520-8000-8001-2280-0930-200   | 38.00  |
|          |           |                                       |                      |      | AIRPORT PARKING               |        |

Bank code : boa

| Voucher  | Date      | Vendor                                | Invoice           | PO # | Description/Account                                                              | Amount |
|----------|-----------|---------------------------------------|-------------------|------|----------------------------------------------------------------------------------|--------|
| 19687000 | 5/13/2016 | 092931 U.S. BANK CORPORATE PAYMENT SY | (Continued)       |      | 520-8000-8001-2280-0930-200<br>LODGING (APPA'S LINEMEN RODEO)                    | 18.00  |
|          |           |                                       |                   |      | 520-8000-8004-2280-0930-200<br>MONTHLY WATER SERVICE                             | 539.81 |
|          |           |                                       | ELEC- 8031- 04/16 |      | 520-8000-8009-2225-0548-000<br>ELEC- J. SUTORUS<br>COOLER BAGS (EARTH DAY EVENT) | 231.34 |
|          |           |                                       |                   |      | 520-8000-8005-2341-0930-200<br>USE.TAX                                           | 735.75 |
|          |           |                                       |                   |      | 520-8000-8005-2341-0930-200<br>USE TAX                                           | 52.38  |
|          |           |                                       |                   |      | 762-2210-000<br>SHIRTS & EMBROIDERY                                              | -52.38 |
|          |           |                                       |                   |      | 520-8000-8005-2341-0930-200<br>BILL INSERTS FOR EE PROGRAM                       | 375.15 |
|          |           |                                       |                   |      | 526-8000-8035-2350-0923-000<br>KEY ACCOUNTS INVITATIONS                          | 373.09 |
|          |           |                                       |                   |      | 520-8000-8005-2341-0930-200<br>EVENT SUPPLIES (EARTH DAY)                        | 230.56 |
|          |           |                                       |                   |      | 520-8000-8005-2341-0930-200<br>FOOD FOR EVENT (EARTH DAY)                        | 224.90 |
|          |           |                                       | FIRE- 4015- 0416  |      | 520-8000-8005-2341-0930-200<br>FIRE- D. DEANTONIO<br>TRAINING (EMSA)             | 334.26 |
|          |           |                                       |                   |      | 100-6090-6091-1160-0000-000<br>A/C REPAIR MAINT. IN UNIT BC402                   | 100.00 |
|          |           |                                       | FIRE- 4196- 04/16 |      | 100-6090-6091-2210-0000-000<br>FIRE- T. MCHARGUE<br>OIL CHANGE                   | 999.90 |
|          |           |                                       |                   |      | 100-6090-6091-2210-0000-000<br>A/C REPAIR IN VEHICLE                             | 53.13  |
|          |           |                                       | FIRE- 5098- 04/16 |      | 100-6090-6091-2210-0000-000<br>FIRE- D. BENFIELD<br>PUR WATER FILTERS            | 186.98 |

Bank code : boa

| Voucher  | Date      | Vendor                                | Invoice           | PO # | Description/Account                                        | Amount |
|----------|-----------|---------------------------------------|-------------------|------|------------------------------------------------------------|--------|
| 19687000 | 5/13/2016 | 092931 U.S. BANK CORPORATE PAYMENT SY | (Continued)       |      |                                                            |        |
|          |           |                                       |                   |      | 100-6090-6091-2240-0000-000<br>USE TAX                     | 93.29  |
|          |           |                                       |                   |      | 100-6090-6091-2240-0000-000<br>USE TAX                     | 7.46   |
|          |           |                                       |                   |      | 762-2210-000<br>HOISTING WHEEL                             | -7.46  |
|          |           |                                       | FIRE- 6381- 04/16 |      | 100-6090-6091-2301-0000-000<br>FIRE- K. VALENTIN           | 101.62 |
|          |           |                                       |                   |      | VEHICLE GROUND LIGHTS                                      |        |
|          |           |                                       |                   |      | 100-6090-6091-2210-0000-000<br>USE TAX                     | 91.06  |
|          |           |                                       |                   |      | 100-6090-6091-2210-0000-000<br>USE TAX                     | 6.70   |
|          |           |                                       |                   |      | 762-2210-000<br>SUPPLIES FOR BLOWERS & AMKUS               | -6.70  |
|          |           |                                       |                   |      | 100-6090-6091-2240-0000-000<br>REPAIRS TO GENERATOR        | 29.75  |
|          |           |                                       |                   |      | 100-6090-6091-2240-0000-000<br>USE TAX                     | 17.31  |
|          |           |                                       |                   |      | 100-6090-6091-2240-0000-000<br>USE TAX                     | 1.38   |
|          |           |                                       |                   |      | 762-2210-000<br>UNIFORM (C. CENDEJAS)                      | -1.38  |
|          |           |                                       |                   |      | 100-6090-6091-1170-0000-000<br>REPLACE ACCOUNTABILITY TAGS | 710.80 |
|          |           |                                       |                   |      | 100-6090-6091-1180-0000-000<br>POSTAGE FOR RETURN PARTS    | 12.96  |
|          |           |                                       |                   |      | 100-6090-6091-2300-0000-000<br>SUPPLIES FOR AMKUS TOOLS    | 6.90   |
|          |           |                                       |                   |      | 100-6090-6091-2240-0000-000<br>SMALL ENGINE FUEL           | 198.46 |
|          |           |                                       |                   |      | 100-6090-6091-2240-0000-000<br>REPAIRS TO GENERATOR        | 324.21 |
|          |           |                                       |                   |      | 100-6090-6091-2240-0000-000                                | 58.24  |

Bank code : boa

| Voucher  | Date      | Vendor | Invoice                        | PO #        | Description/Account                   | Amount |
|----------|-----------|--------|--------------------------------|-------------|---------------------------------------|--------|
| 19687000 | 5/13/2016 | 092931 | U.S. BANK CORPORATE PAYMENT SY | (Continued) |                                       |        |
|          |           |        |                                |             | USE TAX                               |        |
|          |           |        |                                |             | 100-6090-6091-2240-0000-000           | 4.02   |
|          |           |        |                                |             | USE TAX                               |        |
|          |           |        |                                |             | 762-2210-000                          | -4.02  |
|          |           |        | FIRE- 9195- 04/16              |             | FIRE- A. SORK                         |        |
|          |           |        |                                |             | OIL CHANGE                            |        |
|          |           |        |                                |             | 100-6090-6091-2210-0000-000           | 44.71  |
|          |           |        | HR- 4231- 04/16                |             | HR- T. COOPER                         |        |
|          |           |        |                                |             | FLYERS FOR RECRUITMENT                |        |
|          |           |        |                                |             | 100-6030-6030-2342-0000-000           | 51.01  |
|          |           |        |                                |             | ANNOUNCEMENT- RECRUITMENT             |        |
|          |           |        |                                |             | 100-6030-6030-2342-0000-000           | 420.00 |
|          |           |        |                                |             | JOB AD FOR RECRUITMENT                |        |
|          |           |        |                                |             | 100-6030-6030-2342-0000-000           | 507.00 |
|          |           |        | I.S- 8716- 04/16               |             | I.S.- P. EVANS                        |        |
|          |           |        |                                |             | NETWORK CARDS                         |        |
|          |           |        |                                |             | 606-6040-6044-4900-0000-000           | 129.41 |
|          |           |        |                                |             | HARD DRIVE                            |        |
|          |           |        |                                |             | 606-6040-6044-4900-0000-000           | 25.79  |
|          |           |        | LIB- 4859- 04/16               |             | LIB- E. PEDROZA                       |        |
|          |           |        |                                |             | LUNCH FOR ROTARY MEETINGS             |        |
|          |           |        |                                |             | 100-6200-6250-2280-0000-000           | 37.32  |
|          |           |        |                                |             | SUPPLIES                              |        |
|          |           |        |                                |             | 100-6200-6250-2250-0000-000 MICROFILM | 78.86  |
|          |           |        |                                |             | MACHINE LENS                          |        |
|          |           |        |                                |             | 100-6200-6250-2240-0000-000           | 346.01 |
|          |           |        |                                |             | USE TAX                               |        |
|          |           |        |                                |             | 100-6200-6250-2240-0000-000           | 26.32  |
|          |           |        |                                |             | USE TAX                               |        |
|          |           |        |                                |             | 762-2210-000                          | -26.32 |
|          |           |        |                                |             | SUPPLIES FOR NATIONAL LIBRARY WEEK    |        |
|          |           |        |                                |             | 100-6200-6250-2301-0000-000           | 63.90  |
|          |           |        | PARKS- 9441- 04/16             |             | PARKS- A. GARCIA                      |        |
|          |           |        |                                |             | REPLACE TENNIS COURT NETS             |        |

Bank code : boa

| Voucher  | Date      | Vendor                                | Invoice         | PO # | Description/Account                                               | Amount   |
|----------|-----------|---------------------------------------|-----------------|------|-------------------------------------------------------------------|----------|
| 19687000 | 5/13/2016 | 092931 U.S. BANK CORPORATE PAYMENT SY | (Continued)     |      | 100-6150-6205-2301-0000-000<br>CNG FUEL                           | 749.97   |
|          |           |                                       | PD- 1502- 04/16 |      | 100-6150-6205-2210-0000-000<br>PD- R. MENDEZ<br>FLAG DISPLAY CASE | 22.26    |
|          |           |                                       |                 |      | 100-6070-6071-2300-0000-000<br>FLAGS FOR HONOR GUARD UNIT         | 71.82    |
|          |           |                                       |                 |      | 100-6070-6071-1180-0000-000<br>LUNCH FOR ORAL BOARDS              | 261.90   |
|          |           |                                       |                 |      | 100-6070-6071-2280-0000-000<br>DRY CLEANING OF DEPT FLAGS         | 45.53    |
|          |           |                                       |                 |      | 100-6070-6071-1170-0000-000<br>SHIPPING- STATE TESTS- GRADING     | 23.18    |
|          |           |                                       | PD- 1945- 04/16 |      | 100-6070-6071-2280-0000-000<br>PD- R. CARNELL<br>CNG FUEL         | 124.38   |
|          |           |                                       | PD- 3734- 04/16 |      | 100-6070-6071-2210-0000-000<br>PD- T. HEARD<br>CNG FUEL           | 121.24   |
|          |           |                                       | PD- 4959- 04/16 |      | 100-6070-6071-2210-0000-000<br>PD- R. WICKMAN<br>HEADSETS         | 81.10    |
|          |           |                                       |                 |      | 100-6070-6071-2310-0000-000<br>USE TAX                            | 720.48   |
|          |           |                                       |                 |      | 100-6070-6071-2310-0000-000<br>USE TAX                            | 57.64    |
|          |           |                                       |                 |      | 762-2210-000<br>CARPETS CLEANED                                   | -57.64   |
|          |           |                                       |                 |      | 100-6070-6071-2350-0000-000<br>PRIVACY SCREENS                    | 1,048.90 |
|          |           |                                       |                 |      | 100-6070-6071-2301-0000-000<br>LOCKER ROOM MATS                   | 46.07    |
|          |           |                                       |                 |      | 100-6070-6071-2350-0000-000<br>USE TAX                            | 233.76   |

Bank code : boa

| Voucher  | Date      | Vendor                                | Invoice         | PO # | Description/Account                                                 | Amount |
|----------|-----------|---------------------------------------|-----------------|------|---------------------------------------------------------------------|--------|
| 19687000 | 5/13/2016 | 092931 U.S. BANK CORPORATE PAYMENT SY | (Continued)     |      |                                                                     |        |
|          |           |                                       |                 |      | 100-6070-6071-2350-0000-000<br>USE TAX                              | 18.70  |
|          |           |                                       |                 |      | 762-2210-000<br>CAB COVER FOR MAIT TRUCK                            | -18.70 |
|          |           |                                       |                 |      | 100-6070-6071-2210-0000-000<br>USE TAX                              | 342.00 |
|          |           |                                       |                 |      | 100-6070-6071-2210-0000-000<br>USE TAX                              | 27.36  |
|          |           |                                       |                 |      | 762-2210-000<br>POSTAGE                                             | -27.36 |
|          |           |                                       | PD- 5050- 04/16 |      | 100-6070-6071-2301-0000-000<br>PD- A. BETANCUR<br>PROPERTY PROFILES | 32.18  |
|          |           |                                       |                 |      | 100-6070-6071-2350-0000-000<br>REPLACE VEHICLE GLASS                | 50.00  |
|          |           |                                       |                 |      | 608-6150-8700-2210-6071-000<br>STENOCAT SUBSCRIPTION                | 230.00 |
|          |           |                                       |                 |      | 100-6070-6071-2315-0000-000<br>ASO FLYERS                           | 781.92 |
|          |           |                                       |                 |      | 100-6070-6071-2350-0000-000<br>LIGHTS FOR PATROL UNIT               | 988.33 |
|          |           |                                       | PD- 5076- 04/16 |      | 608-6150-8700-2210-6071-000<br>PD- L. AVALOS<br>TOILET SEAT         | 75.40  |
|          |           |                                       |                 |      | 100-6070-6071-2301-0000-000<br>NENA DUES (C. EVANS)                 | 45.77  |
|          |           |                                       |                 |      | 100-6070-6071-2270-0000-000<br>NENA DUES (M. KERSHNER)              | 50.00  |
|          |           |                                       |                 |      | 100-6070-6071-2270-0000-000<br>TUITION (FIELD SOBRIETY TESTING)     | 137.00 |
|          |           |                                       |                 |      | 100-6070-6071-1160-0000-000<br>CABLE SERVICE (K2C SUBSTATION)       | 180.00 |
|          |           |                                       |                 |      | 100-6070-6071-2301-0000-000<br>TUITION (FIELD SOBRIETY TESTING)     | 140.97 |

Bank code : boa

| Voucher  | Date      | Vendor                                | Invoice         | PO # | Description/Account                                            | Amount   |
|----------|-----------|---------------------------------------|-----------------|------|----------------------------------------------------------------|----------|
| 19687000 | 5/13/2016 | 092931 U.S. BANK CORPORATE PAYMENT SY | (Continued)     |      |                                                                |          |
|          |           |                                       |                 |      | 100-6070-6071-1160-0000-000<br>AIRFARE (LEGISLATIVE DAYS CONF) | 180.00   |
|          |           |                                       |                 |      | 100-6070-6071-1160-0000-000<br>LODGING (LEGISLATIVE DAYS CONF) | 499.96   |
|          |           |                                       |                 |      | 100-6070-6071-1160-0000-000<br>91 EXPRESS LANES FEES           | 155.85   |
|          |           |                                       |                 |      | 100-6070-6071-2210-0000-000<br>FLAGS FOR K2C                   | 30.00    |
|          |           |                                       | PD- 5499- 04/16 |      | 217-6070-6086-2301-0000-000<br>CNG FUEL                        | 710.62   |
|          |           |                                       |                 |      | CNG FUEL                                                       |          |
|          |           |                                       | PD- 6031- 04/16 |      | 100-6070-6071-2210-0000-000<br>PD- J. JOLLIFF                  | 65.75    |
|          |           |                                       |                 |      | AMMO FOR RANGE                                                 |          |
|          |           |                                       |                 |      | 100-6070-6071-1180-0000-000<br>DUCT TAPE                       | 467.02   |
|          |           |                                       | PW- 1295- 04/16 |      | 100-6070-6071-2301-0000-000<br>PW- J. GARCIA                   | 29.12    |
|          |           |                                       |                 |      | VEHICLE REPAIRS                                                |          |
|          |           |                                       |                 |      | 608-6150-8700-2210-8101-000<br>REPLACEMENT PARTS FOR TAPPER    | 2,214.96 |
|          |           |                                       |                 |      | 521-8100-8101-2301-0000-000<br>BRAKE REPLACEMENT               | 330.15   |
|          |           |                                       |                 |      | 608-6150-8700-2210-8101-000<br>VEHICLE REPAIRS                 | 283.30   |
|          |           |                                       | PW- 9927- 04/16 |      | 608-6150-8700-2210-8101-000<br>PW- A. HUSSAIN                  | 841.13   |
|          |           |                                       |                 |      | CNG FUEL                                                       |          |
|          |           |                                       |                 |      | 522-8200-8200-2210-0000-000<br>CNG FUEL                        | 28.09    |
|          |           |                                       | ST- 7740- 04/16 |      | 100-6150-6160-2210-0000-000<br>ST- R. ARABELO                  | 74.81    |
|          |           |                                       |                 |      | CNG FUEL                                                       |          |
|          |           |                                       |                 |      | 210-6150-6160-2210-0000-000                                    | 784.64   |



Bank code : boa

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

  
\_\_\_\_\_  
Anita Agramonte  
Finance Director

  
\_\_\_\_\_  
Aurelio De La Torre  
City Treasurer

Bank code : boa

| Voucher | Date      | Vendor                        | Invoice           | PO #   | Description/Account            | Amount          |
|---------|-----------|-------------------------------|-------------------|--------|--------------------------------|-----------------|
| 156529  | 6/16/2016 | 092955 12MILESOUT             | 155403            |        | I.S.- VIDEO STREAMING SERVICES |                 |
|         |           |                               |                   | 015653 | 606-6040-6044-2240-0000-000    | 600.00          |
|         |           |                               |                   |        | <b>Total :</b>                 | <b>600.00</b>   |
| 156530  | 6/16/2016 | cbc#3102 ACEVEDO, RICARDO     | 00751630          |        | CLOSING BILL CREDIT            |                 |
|         |           |                               |                   |        | 520-2450-232                   | 74.18           |
|         |           |                               |                   |        | <b>Total :</b>                 | <b>74.18</b>    |
| 156531  | 6/16/2016 | 060355 ADEJARE, JOSEPH        | REBATE- PV SYSTEM |        | ELEC- PHOTOVOLTAIC REBATE      |                 |
|         |           |                               |                   |        | 520-8000-8006-2330-0555-540    | 5,130.00        |
|         |           |                               |                   |        | <b>Total :</b>                 | <b>5,130.00</b> |
| 156532  | 6/16/2016 | 092700 AIR & HOSE SOURCE INC. | 246653            |        | WW- HOSES & FITTINGS           |                 |
|         |           |                               |                   | 015712 | 522-8200-8200-2255-0000-000    | 292.14          |
|         |           |                               |                   |        | <b>Total :</b>                 | <b>292.14</b>   |
| 156533  | 6/16/2016 | 000289 AIRGAS USA, LLC        | 9936182839        |        | W- OXYGEN & WELDING SUPPLIES   |                 |
|         |           |                               |                   | 015718 | 521-8100-8101-2301-0000-000    | 91.60           |
|         |           |                               |                   |        | <b>Total :</b>                 | <b>91.60</b>    |
| 156534  | 6/16/2016 | cbc0827 ALLEN, DOMINIQUE      | 00270290          |        | CLOSING BILL CREDIT            |                 |
|         |           |                               |                   |        | 520-2450-232                   | 147.23          |
|         |           |                               |                   |        | <b>Total :</b>                 | <b>147.23</b>   |
| 156535  | 6/16/2016 | cbc0804 ALLEN, MICHELLE       | 00261465          |        | CLOSING BILL CREDIT            |                 |
|         |           |                               |                   |        | 520-2450-232                   | 14.38           |
|         |           |                               |                   |        | <b>Total :</b>                 | <b>14.38</b>    |
| 156536  | 6/16/2016 | cbc0810 ALVES, JR, ROBERT     | 00430360          |        | CLOSING BILL CREDIT            |                 |
|         |           |                               |                   |        | 520-2450-232                   | 126.28          |
|         |           |                               |                   |        | <b>Total :</b>                 | <b>126.28</b>   |
| 156537  | 6/16/2016 | cbc0791 AMAYA, DAVID          | 00800565          |        | CLOSING BILL CREDIT            |                 |
|         |           |                               |                   |        | 520-2450-232                   | 36.81           |
|         |           |                               |                   |        | <b>Total :</b>                 | <b>36.81</b>    |
| 156538  | 6/16/2016 | cbc0781 AMERICAN CAPITAL      | 00490305          |        | CLOSING BILL CREDIT            |                 |

| Bank code :    |           | boa                          |              |        |                                |                 |
|----------------|-----------|------------------------------|--------------|--------|--------------------------------|-----------------|
| Voucher        | Date      | Vendor                       | Invoice      | PO #   | Description/Account            | Amount          |
| 156538         | 6/16/2016 | cbc0781 AMERICAN CAPITAL     | (Continued)  |        | 520-2450-232                   | 220.00          |
| <b>Total :</b> |           |                              |              |        |                                | <b>220.00</b>   |
| 156539         | 6/16/2016 | 046028 AT & T                | 3410640-0516 | 054153 | I.S.- TELEPHONE SERVICES       | 376.13          |
|                |           |                              | 3704863-0516 | 054153 | 606-6040-6044-2310-0000-000    | 32.49           |
|                |           |                              | 4512619-0516 | 054153 | W- TELEPHONE SERVICES          | 69.18           |
|                |           |                              | 5129287-0516 | 054153 | 521-8100-8101-2310-0000-000    | 0.08            |
|                |           |                              | 7832544-0516 | 054153 | I.S.- TELEPHONE SERVICES       | 52.72           |
| <b>Total :</b> |           |                              |              |        |                                | <b>530.60</b>   |
| 156540         | 6/16/2016 | 092211 AT & T SOLUTIONS      | 6948862304   | 015612 | ELEC- SERVICE FOR WAN MODEMS   | 199.32          |
|                |           |                              | 6952962306   | 015612 | 520-8000-8009-2225-0548-000    | 148.00          |
| <b>Total :</b> |           |                              |              |        |                                | <b>347.32</b>   |
| 156541         | 6/16/2016 | 092800 AUTOMATIONDIRECT.COM  | 6993678      | 015752 | ELEC- EQUIPMENT PARTS          | 5,532.50        |
| <b>Total :</b> |           |                              |              |        |                                | <b>5,532.50</b> |
| 156542         | 6/16/2016 | cbc0800 BACA, BELLA          | 00290925     |        | CLOSING BILL CREDIT            | 296.23          |
| <b>Total :</b> |           |                              |              |        |                                | <b>296.23</b>   |
| 156543         | 6/16/2016 | cbc0823 BERNAL, EVELIA       | 00580735     |        | CLOSING BILL CREDIT            | 65.16           |
| <b>Total :</b> |           |                              |              |        |                                | <b>65.16</b>    |
| 156544         | 6/16/2016 | 093975 BLACK, ROBERT DOUGLAS | MAY 16       | 015766 | COMM SVCS- CONTRACT INSTRUCTOI | 33.60           |
| <b>Total :</b> |           |                              |              |        |                                | <b>33.60</b>    |

Bank code : boa

| Voucher | Date      | Vendor                         | Invoice             | PO #                                                     | Description/Account                                                                                                                                                                                                        | Amount                                                                            |
|---------|-----------|--------------------------------|---------------------|----------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| 156545  | 6/16/2016 | 003689 BORN SHEUER, ROBBIE     | 05/18/16            |                                                          | PD- REIMBURSE FOR SUPPLIES<br>100-6070-6071-2301-0000-000                                                                                                                                                                  | 75.75<br><b>Total : 75.75</b>                                                     |
| 156546  | 6/16/2016 | 059826 BRUSH, GARY             | REBATE- A/C TUNE UP |                                                          | PUBLIC BEN.- A/C TUNE UP REBATE<br>526-8000-8035-2041-0930-010                                                                                                                                                             | 59.00<br><b>Total : 59.00</b>                                                     |
| 156547  | 6/16/2016 | 018879 CAL-DUCT, INC           | 5080074             | 015606                                                   | ELEC- MATERIAL<br>520-8000-8004-2301-0921-000                                                                                                                                                                              | 1,288.45<br><b>Total : 1,288.45</b>                                               |
| 156548  | 6/16/2016 | cbc0809 CALIAGUA, INC          | 02005131            |                                                          | CLOSING BILL CREDIT<br>521-2450-000                                                                                                                                                                                        | 774.00<br><b>Total : 774.00</b>                                                   |
| 156549  | 6/16/2016 | cbc0797 CARBALLO, SYLVIA       | 00190335            |                                                          | CLOSING BILL CREDIT<br>520-2450-232                                                                                                                                                                                        | 267.03<br><b>Total : 267.03</b>                                                   |
| 156550  | 6/16/2016 | 093662 CAROLLO ENGINEERS, INC. | 0148603             | 012931                                                   | W- MASTERPLAN PER CONTRACT<br>521-8100-8101-2350-0000-000                                                                                                                                                                  | 19,608.50<br><b>Total : 19,608.50</b>                                             |
| 156551  | 6/16/2016 | 045027 CDW GOVERNMENT          | DGM1855             | 016407                                                   | I.S.- COMPUTER EQUIPMENT<br>606-6040-6044-4900-0000-000<br>606-6040-6044-4900-0000-000                                                                                                                                     | 913.68<br>73.09<br><b>Total : 986.77</b>                                          |
| 156552  | 6/16/2016 | 003817 CENTERPOINTE CAR WASH   | APRIL 16            | 054159<br>054159<br>054159<br>054159<br>054159<br>054159 | CAR WASH SERVICE (VARIOUS DEPTS)<br>100-6200-6200-2210-0000-000<br>100-6090-6091-2210-0000-000<br>608-6150-8700-2210-8101-000<br>520-8000-8004-2210-0933-000<br>520-8000-8005-2210-0933-000<br>100-6070-6071-2210-0000-000 | 346.78<br>67.46<br>29.98<br>14.99<br>14.99<br>1,027.82<br><b>Total : 1,502.02</b> |

Bank code : boa

| Voucher        | Date      | Vendor                              | Invoice          | PO #   | Description/Account                                         | Amount           |
|----------------|-----------|-------------------------------------|------------------|--------|-------------------------------------------------------------|------------------|
| 156553         | 6/16/2016 | 060348 CHAVEZ, AVALINA              | 1072235.015      |        | REFUND CLEANING DEPOSIT<br>100-6747-000                     | 100.00           |
| <b>Total :</b> |           |                                     |                  |        |                                                             | <b>100.00</b>    |
| 156554         | 6/16/2016 | cbc0780 CHEUNG, THOMAS              | 00370400         |        | CLOSING BILL CREDIT<br>520-2450-232                         | 8.57             |
| <b>Total :</b> |           |                                     |                  |        |                                                             | <b>8.57</b>      |
| 156555         | 6/16/2016 | 033508 CITY OF SAN BERNARDINO       | 121-93224- 06/16 |        | W- HYDRANT METER CHARGE<br>521-8100-8101-2331-0000-000      | 528.15           |
| <b>Total :</b> |           |                                     |                  |        |                                                             | <b>528.15</b>    |
| 156556         | 6/16/2016 | cbc0795 COLEMAN, WALTER             | 00494340         |        | CLOSING BILL CREDIT<br>520-2450-232                         | 246.64           |
| <b>Total :</b> |           |                                     |                  |        |                                                             | <b>246.64</b>    |
| 156557         | 6/16/2016 | 000131 COLTON COURIER               | CC5730           |        | C. CLERK- LEGAL PUBLICATIONS<br>100-6010-6010-2340-0000-000 | 56.00            |
|                |           |                                     | CC5731           |        | C. CLERK- LEGAL PUBLICATIONS<br>100-6010-6010-2340-0000-000 | 80.00            |
| <b>Total :</b> |           |                                     |                  |        |                                                             | <b>136.00</b>    |
| 156558         | 6/16/2016 | 059446 COMMUNITY SVCS & DEVELOPMENT | 00290110         |        | CLOSING BILL CREDIT<br>520-2450-232                         | 307.61           |
| <b>Total :</b> |           |                                     |                  |        |                                                             | <b>307.61</b>    |
| 156559         | 6/16/2016 | 059446 COMMUNITY SVCS & DEVELOPMENT | 00390275         |        | CLOSING BILL CREDIT<br>520-2450-232                         | 57.78            |
| <b>Total :</b> |           |                                     |                  |        |                                                             | <b>57.78</b>     |
| 156560         | 6/16/2016 | 059446 COMMUNITY SVCS & DEVELOPMENT | 00300265         |        | CLOSING BILL CREDIT<br>520-2450-232                         | 11.26            |
| <b>Total :</b> |           |                                     |                  |        |                                                             | <b>11.26</b>     |
| 156561         | 6/16/2016 | 031653 CONFIRE JPA                  | 2016090          | 015563 | FIRE- CONFIRE SERVICES<br>100-6090-6091-2350-0000-000       | 37,317.29        |
| <b>Total :</b> |           |                                     |                  |        |                                                             | <b>37,317.29</b> |

Bank code : boa

| Voucher | Date      | Vendor                                | Invoice   | PO #   | Description/Account             | Amount          |
|---------|-----------|---------------------------------------|-----------|--------|---------------------------------|-----------------|
| 156562  | 6/16/2016 | 041987 CREST CHEVROLET                | 309066    |        | AUTOMOTIVE PARTS                |                 |
|         |           |                                       | 310163    | 015781 | 608-6150-8700-2210-8101-000     | 688.88          |
|         |           |                                       |           | 015781 | AUTOMOTIVE PARTS                |                 |
|         |           |                                       |           |        | 608-6150-8700-2210-8101-000     | 16.23           |
|         |           |                                       |           |        | <b>Total :</b>                  | <b>705.11</b>   |
| 156563  | 6/16/2016 | 040945 CSR COMPANY                    | 16098     |        | W- A/C & VENTILATION MAINT.     |                 |
|         |           |                                       | 16139     | 015852 | 522-8200-8200-2350-0000-000     | 238.00          |
|         |           |                                       | 16143     | 015852 | W- A/C & VENTILATION MAINT.     |                 |
|         |           |                                       |           |        | 522-8200-8200-2350-0000-000     | 3,900.00        |
|         |           |                                       | 16278     | 015852 | W- A/C & VENTILATION MAINT.     |                 |
|         |           |                                       | 16285     | 015852 | 522-8200-8200-2350-0000-000     | 95.00           |
|         |           |                                       |           | 015615 | ELEC- A/C & HEATING REPAIRS     |                 |
|         |           |                                       |           |        | 520-8000-8009-2225-0548-000     | 150.00          |
|         |           |                                       |           | 015615 | ELEC- A/C & HEATING REPAIRS     |                 |
|         |           |                                       |           |        | 520-8000-8009-2225-0548-000     | 102.40          |
|         |           |                                       |           |        | <b>Total :</b>                  | <b>4,485.40</b> |
| 156564  | 6/16/2016 | 000139 CULLIGAN WATER CONDITION       | 574644    |        | WW- SOFTENER SUPPLIES           |                 |
|         |           |                                       |           | 015710 | 522-8200-8200-2301-0000-000     | 46.90           |
|         |           |                                       |           |        | <b>Total :</b>                  | <b>46.90</b>    |
| 156565  | 6/16/2016 | 003952 DAILY JOURNAL CORP             | B2880678  |        | C. CLERK- LEGAL PUBLICATION     |                 |
|         |           |                                       | B2885353  |        | 100-6010-6010-2340-0000-000     | 154.00          |
|         |           |                                       | B2885354  |        | C. CLERK- LEGAL PUBLICATION     |                 |
|         |           |                                       |           |        | 100-6010-6010-2340-0000-000     | 99.00           |
|         |           |                                       |           |        | C. CLERK- LEGAL PUBLICATION     |                 |
|         |           |                                       |           |        | 100-6010-6010-2340-0000-000     | 99.00           |
|         |           |                                       |           |        | <b>Total :</b>                  | <b>352.00</b>   |
| 156566  | 6/16/2016 | 043438 DELL COMPUTER CORPORATION      | XJXF4JPM8 |        | ELEC- COMPUTER                  |                 |
|         |           |                                       |           | 016318 | 520-8000-8002-4900-0101-000     | 1,551.50        |
|         |           |                                       |           |        | 520-8000-8002-4900-0101-000     | 111.46          |
|         |           |                                       |           |        | <b>Total :</b>                  | <b>1,662.96</b> |
| 156567  | 6/16/2016 | 042931 DIAMONDBACK FIRE & RESCUE, INC | 13010     |        | FIRE- HYDRAULIC HOSES AND PARTS |                 |
|         |           |                                       |           | 016432 | 100-6090-6091-2301-0000-000     | 5,098.80        |

Bank code : boa

| Voucher | Date      | Vendor                                | Invoice              | PO #   | Description/Account                                           | Amount          |
|---------|-----------|---------------------------------------|----------------------|--------|---------------------------------------------------------------|-----------------|
| 156567  | 6/16/2016 | 042931 DIAMONDBACK FIRE & RESCUE, INC | (Continued)          |        | 100-6090-6091-2301-0000-000                                   | 401.18          |
|         |           |                                       |                      |        | <b>Total :</b>                                                | <b>5,499.98</b> |
| 156568  | 6/16/2016 | cbc0798 DIAZ, ELIZABETH               | 00260060             |        | CLOSING BILL CREDIT<br>520-2450-232                           | 89.10           |
|         |           |                                       |                      |        | <b>Total :</b>                                                | <b>89.10</b>    |
| 156569  | 6/16/2016 | cbc0806 DIAZ, JOSE                    | 00140458             |        | CLOSING BILL CREDIT<br>520-2450-232                           | 102.70          |
|         |           |                                       |                      |        | <b>Total :</b>                                                | <b>102.70</b>   |
| 156570  | 6/16/2016 | 044364 DLT SOLUTIONS, LLC             | SI321969             | 016319 | ELEC- AUTODESK SUBSCRIPTION<br>520-8000-8003-2301-0921-000    | 2,739.96        |
|         |           |                                       |                      |        | <b>Total :</b>                                                | <b>2,739.96</b> |
| 156571  | 6/16/2016 | 060349 DOLLAR RADIO RENTALS           | 11575                |        | RADIO RENTAL- B-DAY EVENT<br>762-1990-000                     | 453.37          |
|         |           |                                       |                      |        | <b>Total :</b>                                                | <b>453.37</b>   |
| 156572  | 6/16/2016 | 060224 DUTHOY, ROD                    | #1-T-BASKETBALL-2016 |        | COMM SVCS- BASKETBALL OFFICIAL<br>100-6200-6204-2350-0000-000 | 100.00          |
|         |           |                                       |                      |        | <b>Total :</b>                                                | <b>100.00</b>   |
| 156573  | 6/16/2016 | cbc0783 ELBAX, SHLOMI                 | 00721590             |        | CLOSING BILL CREDIT<br>520-2450-232                           | 80.26           |
|         |           |                                       |                      |        | <b>Total :</b>                                                | <b>80.26</b>    |
| 156574  | 6/16/2016 | 033495 ELECTRONICS WAREHOUSE          | T-121290             | 015502 | ELEC- ELECTRICAL SUPPLIES<br>520-8000-8009-2225-0548-000      | 110.48          |
|         |           |                                       |                      |        | <b>Total :</b>                                                | <b>110.48</b>   |
| 156575  | 6/16/2016 | 092862 ELLIOTT'S PET EMPORIUM         | 05/30/16             | 015531 | COMM SVCS- FOOD FOR FISH<br>100-6200-6213-2301-0000-000       | 73.00           |
|         |           |                                       |                      |        | <b>Total :</b>                                                | <b>73.00</b>    |
| 156576  | 6/16/2016 | cbc0811 ENRIQUEZ, ROSA                | 00810880             |        | CLOSING BILL CREDIT<br>520-2450-232                           | 53.34           |

| Voucher | Date      | Vendor                                | Invoice             | PO #   | Description/Account                                         | Amount                              |
|---------|-----------|---------------------------------------|---------------------|--------|-------------------------------------------------------------|-------------------------------------|
| 156576  | 6/16/2016 | cbc0811 cbc0811 ENRIQUEZ, ROSA        | (Continued)         |        |                                                             | <b>Total : 53.34</b>                |
| 156577  | 6/16/2016 | 093954 ESECURITYTOGO                  | CW-9947             | 016461 | I.S.- FIREWALL SUBSCRIPTION<br>606-6040-6044-2315-0000-000  | 2,300.00<br><b>Total : 2,300.00</b> |
| 156578  | 6/16/2016 | 044801 EVERBANK COMMERCIAL FINANCE IN | 3759133             | 015587 | C/S- MAINT. ON COPIER<br>100-6040-6042-2420-0000-000        | 275.40<br><b>Total : 275.40</b>     |
| 156579  | 6/16/2016 | cbc#7715 FATTAL, ERAN                 | 00350610            |        | CLOSING BILL CREDIT<br>520-2450-232                         | 392.40<br><b>Total : 392.40</b>     |
| 156580  | 6/16/2016 | 001422 FERGUSON ENTERPRISES INC #1350 | 3090363             | 054171 | WW- PLUMBING SUPPLIES<br>522-8200-8200-2257-0000-000        | 82.48<br><b>Total : 82.48</b>       |
| 156581  | 6/16/2016 | 060356 FRANCO, STACIE                 | REBATE- TREE        |        | PUBLIC BEN- TREEBATE PROGRAM<br>526-8000-8035-2041-0930-010 | 35.99<br><b>Total : 35.99</b>       |
| 156582  | 6/16/2016 | cbc0072 G & B INLAND PROPERTIES       | 00500125            |        | CLOSING BILL CREDIT<br>520-2450-232                         | 65.08<br><b>Total : 65.08</b>       |
| 156583  | 6/16/2016 | 000230 GAS COMPANY                    | 107-621-0400-7-0516 | 054174 | WW- GAS SERVICES<br>522-8200-8200-2320-0000-000             | 5,777.13<br><b>Total : 5,777.13</b> |
| 156584  | 6/16/2016 | 093811 GENERAL PUMP COMPANY, INC.     | 24678 B             | 015717 | W- PUMP TESTING<br>521-8100-8101-3890-0000-000              | 22,628.30                           |
|         |           |                                       | 24961               |        | 521-2460-000                                                | -1,131.42                           |
|         |           |                                       |                     | 015958 | W- PUMP TESTING<br>521-8100-8101-2411-0000-000              | 11,660.00                           |
|         |           |                                       |                     |        | <b>Total :</b>                                              | <b>33,156.88</b>                    |
| 156585  | 6/16/2016 | 000157 GENUINE AUTO PARTS             | 142028              |        | AUTOMOTIVE PARTS                                            |                                     |

Bank code : boa

| Voucher | Date      | Vendor   | Invoice                                  | PO #   | Description/Account                                             | Amount        |
|---------|-----------|----------|------------------------------------------|--------|-----------------------------------------------------------------|---------------|
| 156585  | 6/16/2016 | 000157   | GENUINE AUTO PARTS<br>(Continued)        |        |                                                                 |               |
|         |           |          | 147452                                   | 054176 | 608-6150-8700-2210-8101-000<br>AUTOMOTIVE PARTS                 | 9.14          |
|         |           |          |                                          | 054176 | 608-6150-8700-2210-8200-000                                     | 19.42         |
|         |           |          |                                          |        | <b>Total :</b>                                                  | <b>28.56</b>  |
| 156586  | 6/16/2016 | cbc0799  | GIBSON, LAKEYAHA<br>00170415             |        | CLOSING BILL CREDIT<br>520-2450-232                             | 80.61         |
|         |           |          |                                          |        | <b>Total :</b>                                                  | <b>80.61</b>  |
| 156587  | 6/16/2016 | 093598   | GRISWOLD INDUSTRIES<br>690925            |        | W- MAINTENANCE & INSTALLATION SV<br>521-8100-8101-2350-0000-000 | 589.85        |
|         |           |          |                                          | 015992 |                                                                 |               |
|         |           |          |                                          |        | <b>Total :</b>                                                  | <b>589.85</b> |
| 156588  | 6/16/2016 | cbc#8423 | GW SAN DIEGO PROPERTIES, LLC<br>00502685 |        | CLOSING BILL CREDIT<br>520-2450-232                             | 57.50         |
|         |           |          |                                          |        | <b>Total :</b>                                                  | <b>57.50</b>  |
| 156589  | 6/16/2016 | 092270   | HAAKER EQUIPMENT COMPANY<br>C21920       |        | VWV- PARTS & REPAIR ON VACTOR<br>522-8200-8200-2257-0000-000    | 545.00        |
|         |           |          |                                          | 015697 |                                                                 |               |
|         |           |          |                                          |        | <b>Total :</b>                                                  | <b>545.00</b> |
| 156590  | 6/16/2016 | cbc0818  | HERRERA, DIANA<br>00880830               |        | CLOSING BILL CREDIT<br>520-2450-232                             | 53.13         |
|         |           |          |                                          |        | <b>Total :</b>                                                  | <b>53.13</b>  |
| 156591  | 6/16/2016 | 025906   | HOME DEPOT<br>1011640                    |        | ST- HARDWARE SUPPLIES<br>210-6150-6160-2301-0000-000            | 31.64         |
|         |           |          | 7043193                                  | 015836 | ST- HARDWARE SUPPLIES<br>210-6150-6160-2301-0000-000            | 103.19        |
|         |           |          |                                          | 015836 |                                                                 |               |
|         |           |          |                                          |        | <b>Total :</b>                                                  | <b>134.83</b> |
| 156592  | 6/16/2016 | 025906   | HOME DEPOT<br>0012494                    |        | ELEC- HARDWARE SUPPLIES<br>520-8000-8003-2255-0592-100          | 53.93         |
|         |           |          |                                          | 054181 |                                                                 |               |
|         |           |          |                                          |        | <b>Total :</b>                                                  | <b>53.93</b>  |
| 156593  | 6/16/2016 | 037218   | HOSE MAN<br>6180845-0001-06              |        | W- HOSE REPAIRS<br>521-8100-8101-2301-0000-000                  | 133.46        |
|         |           |          |                                          | 054185 |                                                                 |               |

Bank code : boa

| Voucher | Date      | Vendor                            | Invoice                        | PO #             | Description/Account                                                                                                                        | Amount                              |
|---------|-----------|-----------------------------------|--------------------------------|------------------|--------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|
| 156593  | 6/16/2016 | 037218 HOSE MAN                   | (Continued)<br>6180847-0001-06 | 054185           | W- HOSE REPAIRS<br>521-8100-8101-2301-0000-000                                                                                             | 82.19<br><b>Total : 215.65</b>      |
| 156594  | 6/16/2016 | 000164 HUB CONST SPECIALTIES, INC | B03011268                      | 054187           | ELEC- MAINTENANCE MATERIALS<br>520-8000-8004-2301-0921-000                                                                                 | 34.42<br><b>Total : 34.42</b>       |
| 156595  | 6/16/2016 | 060131 HUDGINS, ELROY             | REBATE- A/C UPGRADE            |                  | PUBLIC BEN- ENERGY EFFICIENCY REBATE<br>526-8000-8035-2041-0930-010                                                                        | 1,000.00<br><b>Total : 1,000.00</b> |
| 156596  | 6/16/2016 | cbc0826 HUNTER, PARIS             | 00260850                       |                  | CLOSING BILL CREDIT<br>520-2450-232                                                                                                        | 41.14<br><b>Total : 41.14</b>       |
| 156597  | 6/16/2016 | 016765 HYDRO SCAPE                | 9605408-00                     | 054188           | W- LANDSCAPING SUPPLIES<br>521-8100-8101-2301-0000-000                                                                                     | 8.94<br><b>Total : 8.94</b>         |
| 156598  | 6/16/2016 | cbc0792 IH 2 PROPERTY WEST LP     | 00271070                       |                  | CLOSING BILL CREDIT<br>520-2450-232                                                                                                        | 11.56<br><b>Total : 11.56</b>       |
| 156599  | 6/16/2016 | 049724 INLAND LIBRARY SYSTEM      | COL 15/16                      |                  | LIB- MEMBERSHIP DUES<br>100-6200-6250-2270-0000-000                                                                                        | 531.00<br><b>Total : 531.00</b>     |
| 156600  | 6/16/2016 | 049724 INLAND LIBRARY SYSTEM      | 20044470036066                 |                  | LIB- FEE FOR LOST BOOKS<br>100-6200-6250-2302-0000-000                                                                                     | 79.00<br><b>Total : 79.00</b>       |
| 156601  | 6/16/2016 | 000276 INLAND WATER WORKS SUPPLY  | 283546<br>283860<br>283861     | 054189<br>054189 | WW- SUPPLIES FOR FIRE HYDRANTS<br>522-8200-8200-2256-0000-000<br>WW- PIPING SUPPLIES<br>522-8200-8200-2303-0000-000<br>WW- PIPING SUPPLIES | 292.28<br>2,415.55                  |

Bank code : boa

| Voucher | Date      | Vendor                           | Invoice        | PO #   | Description/Account                                              | Amount          |
|---------|-----------|----------------------------------|----------------|--------|------------------------------------------------------------------|-----------------|
| 156601  | 6/16/2016 | 000276 INLAND WATER WORKS SUPPLY | (Continued)    |        |                                                                  |                 |
|         |           |                                  | 283891         | 054189 | 522-8200-8200-2303-0000-000<br>WW- PIPING SUPPLIES               | 1,166.40        |
|         |           |                                  |                | 054189 | 522-8200-8200-2303-0000-000                                      | 1,549.15        |
|         |           |                                  |                |        | <b>Total :</b>                                                   | <b>5,423.38</b> |
| 156602  | 6/16/2016 | cbc0822 IRDY, DANIEL             | 00290140       |        | CLOSING BILL CREDIT<br>520-2450-232                              | 6.87            |
|         |           |                                  |                |        | <b>Total :</b>                                                   | <b>6.87</b>     |
| 156603  | 6/16/2016 | 060352 JAUREGUI, ANGEL           | 00241550       |        | C/S- LEVEL PAY PLAN REFUND<br>520-2450-232                       | 161.44          |
|         |           |                                  |                |        | <b>Total :</b>                                                   | <b>161.44</b>   |
| 156604  | 6/16/2016 | cbc#8246 JIMENEZ, PRIMITIVO      | 00330870       |        | CLOSING BILL CREDIT<br>520-2450-232                              | 165.00          |
|         |           |                                  |                |        | <b>Total :</b>                                                   | <b>165.00</b>   |
| 156605  | 6/16/2016 | cbc0793 JORDAN, RICARDO          | 00892735       |        | CLOSING BILL CREDIT<br>520-2450-232                              | 129.41          |
|         |           |                                  |                |        | <b>Total :</b>                                                   | <b>129.41</b>   |
| 156606  | 6/16/2016 | 092166 K H METALS AND SUPPLY     | 0348038-IN     |        | WW- HARDWARE SUPPLIES<br>522-8200-8200-2255-0000-000             | 20.85           |
|         |           |                                  | 0348842-IN     | 054193 | WW- HARDWARE SUPPLIES<br>522-8200-8200-2255-0000-000             | 234.03          |
|         |           |                                  | 0349537-IN     | 054193 | W- HARDWARE SUPPLIES<br>521-8100-8101-2411-0000-000              | 217.31          |
|         |           |                                  | 0349677-IN     | 054193 | WW- HARDWARE SUPPLIES<br>522-8200-8200-2255-0000-000             | 234.52          |
|         |           |                                  |                |        | <b>Total :</b>                                                   | <b>706.71</b>   |
| 156607  | 6/16/2016 | cbc0786 KAHLE, DEANA             | 00850064       |        | CLOSING BILL CREDIT<br>520-2450-232                              | 133.78          |
|         |           |                                  |                |        | <b>Total :</b>                                                   | <b>133.78</b>   |
| 156608  | 6/16/2016 | 048797 KERSHNER, MISTY           | 05/31-06/03/16 |        | PD- MILEAGE (EVIDENCE & PROPERTY)<br>100-6070-6071-1160-0000-000 | 103.35          |

Bank code : boa

| Voucher | Date      | Vendor                        | Invoice           | PO #   | Description/Account                                             | Amount                              |
|---------|-----------|-------------------------------|-------------------|--------|-----------------------------------------------------------------|-------------------------------------|
| 156608  | 6/16/2016 | 048797 048797 KERSHNER, MISTY | (Continued)       |        |                                                                 | <b>Total : 103.35</b>               |
| 156609  | 6/16/2016 | cbc0803 KYUNG OH, SEA         | 00882835          |        | CLOSING BILL CREDIT<br>520-2450-232                             | 88.00<br><b>Total : 88.00</b>       |
| 156610  | 6/16/2016 | 094008 L3N CIVIL DESIGN       | 100.1602          | 016140 | W- ENGINEERING SVC & DESIGN<br>521-8100-8106-3890-0000-000      | 4,940.00<br><b>Total : 4,940.00</b> |
| 156611  | 6/16/2016 | cbc0807 LIVINGSTON, ASHLEY    | 00880480          |        | CLOSING BILL CREDIT<br>520-2450-232                             | 183.58<br><b>Total : 183.58</b>     |
| 156612  | 6/16/2016 | cbc#7636 LLSRP                | 00511611          |        | CLOSING BILL CREDIT<br>521-2450-000                             | 44.07<br><b>Total : 44.07</b>       |
| 156613  | 6/16/2016 | cbc0796 LOPEZ, ERANDI         | 00261415          |        | CLOSING BILL CREDIT<br>520-2450-232                             | 209.27<br><b>Total : 209.27</b>     |
| 156614  | 6/16/2016 | cbc0802 LOYOLA-ONTIVEROS, ANA | 00790565          |        | CLOSING BILL CREDIT<br>520-2450-232                             | 238.32<br><b>Total : 238.32</b>     |
| 156615  | 6/16/2016 | cbc0814 MABRY, KYLE           | 00490350          |        | CLOSING BILL CREDIT<br>520-2450-232                             | 226.78<br><b>Total : 226.78</b>     |
| 156616  | 6/16/2016 | 093033 MAYON, LLC             | 06/06/16-06/16/16 |        | FIN- PROF ACCOUNTING SERVICE<br>100-6040-6041-2350-0000-000     | 2,100.00<br><b>Total : 2,100.00</b> |
| 156617  | 6/16/2016 | 048919 MCHARGUE, TIM          | EXEC MED 15/16    |        | FIRE- EXEC MEDICAL REIMBURSEMENT<br>100-6090-6091-1100-0000-000 | 1,000.00<br><b>Total : 1,000.00</b> |

Bank code : boa

| Voucher        | Date      | Vendor                                | Invoice           | PO #   | Description/Account                                                 | Amount          |
|----------------|-----------|---------------------------------------|-------------------|--------|---------------------------------------------------------------------|-----------------|
| 156618         | 6/16/2016 | cbc0801 MEDWAY, STEPHANIE             | 00950440          |        | CLOSING BILL CREDIT<br>520-2450-232                                 | 130.37          |
| <b>Total :</b> |           |                                       |                   |        |                                                                     | <b>130.37</b>   |
| 156619         | 6/16/2016 | 093453 MELFRED INDUSTRIAL SERVICES IN | 44888             | 016313 | WW- WASTE DISPOSAL SERVICE<br>522-8200-8200-2255-0000-000           | 1,550.00        |
| <b>Total :</b> |           |                                       |                   |        |                                                                     | <b>1,550.00</b> |
| 156620         | 6/16/2016 | cbc0824 MIDNIGHT PROPERTIES           | 00641160          |        | CLOSING BILL CREDIT<br>520-2450-232                                 | 129.54          |
|                |           |                                       | 00641180          |        | CLOSING BILL CREDIT<br>520-2450-232                                 | 149.79          |
| <b>Total :</b> |           |                                       |                   |        |                                                                     | <b>279.33</b>   |
| 156621         | 6/16/2016 | 041081 MISSION LINEN SUPPLY & UNIFORM | 502477967         | 054197 | WW- UNIFORM RENTAL SERVICES<br>522-8200-8200-1170-0000-000          | 177.10          |
|                |           |                                       | 502486113         | 054197 | WW- UNIFORM RENTAL SERVICES<br>522-8200-8200-1170-0000-000          | 228.89          |
|                |           |                                       | 502504589         | 054197 | W- UNIFORM RENTAL SERVICES<br>521-8300-8300-1170-0000-000           | 7.16            |
|                |           |                                       |                   | 054197 | 521-8100-8101-1170-0000-000                                         | 210.20          |
| <b>Total :</b> |           |                                       |                   |        |                                                                     | <b>623.35</b>   |
| 156622         | 6/16/2016 | 060354 MORALES, RAMON                 | REBATE- POOL PUMP |        | PUBLIC BEN- ENERGY EFFICIENCY REBATE<br>526-8000-8035-2041-0930-010 | 400.00          |
| <b>Total :</b> |           |                                       |                   |        |                                                                     | <b>400.00</b>   |
| 156623         | 6/16/2016 | 060357 MORENO, BLANCA                 | 2007773.015       |        | REFUND SWIM LESSONS<br>100-6725-000                                 | 42.00           |
| <b>Total :</b> |           |                                       |                   |        |                                                                     | <b>42.00</b>    |
| 156624         | 6/16/2016 | 058211 MORGAN, ARTHUR                 | 05/22-5/25/16     |        | ECON DEV- PER DIEM/MILEAGE (ICSC);<br>100-6300-9050-2280-0000-000   | 312.59          |
| <b>Total :</b> |           |                                       |                   |        |                                                                     | <b>312.59</b>   |
| 156625         | 6/16/2016 | 093388 MUNICIPAL CODE CORPORATION     | 00270771          |        | C. CLERK- CODE OF ORDINANCES<br>100-6010-6010-2350-0000-000         | 2,370.24        |

Bank code : boa

| Voucher | Date      | Vendor  | Invoice                           | PO #          | Description/Account                                                  | Amount                          |
|---------|-----------|---------|-----------------------------------|---------------|----------------------------------------------------------------------|---------------------------------|
| 156625  | 6/16/2016 | 093388  | 093388 MUNICIPAL CODE CORPORATION |               | (Continued)                                                          | <b>Total : 2,370.24</b>         |
| 156626  | 6/16/2016 | cbc0815 | MUNOZ-ROBLEDO, MARIO              | 00461212      | CLOSING BILL CREDIT<br>520-2450-232                                  | 210.47<br><b>Total : 210.47</b> |
| 156627  | 6/16/2016 | 093781  | NBS GOVERNMENT FINANCE GROUP      | 416000125     | 015782 W- PROF SVCS- WATER RATE STUDY<br>522-8200-8200-2350-0000-000 | 675.00<br><b>Total : 675.00</b> |
| 156628  | 6/16/2016 | 093220  | NESTLE WATERS NORTH AMERICA       | 06E0030671473 | BOTTLE WATER SVC (VARIOUS DEPTS)                                     |                                 |
|         |           |         |                                   | 054155        | 100-6070-6071-2301-0000-000                                          | 270.40                          |
|         |           |         |                                   | 054155        | 100-6030-6030-2301-0000-000                                          | 19.43                           |
|         |           |         |                                   | 054155        | 100-6000-6000-2301-0000-000                                          | 20.63                           |
|         |           |         |                                   | 054155        | 100-6020-6020-2301-0000-000                                          | 6.47                            |
|         |           |         |                                   | 054155        | 100-6300-6301-2301-0000-000                                          | 6.47                            |
|         |           |         |                                   | 054155        | 100-6010-6010-2301-0000-000                                          | 6.47                            |
|         |           |         |                                   | 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                                          | 165.28                          |
|         |           |         |                                   | 054155        | 606-6040-6044-2301-0000-000                                          | 6.47                            |
|         |           |         |                                   | 054155        | 100-6040-6041-2301-0000-000                                          | 27.22                           |
|         |           |         |                                   | 054155        | 100-6040-6042-2301-0000-000                                          | 27.23                           |
|         |           |         |                                   | 054155        | 522-8200-8200-2301-0000-000                                          | 144.21                          |
|         |           |         |                                   | 054155        | 100-6090-6091-2301-0000-000                                          | 28.75                           |
|         |           |         |                                   | 054155        | 100-6200-6212-2301-0000-000                                          | 74.95                           |
|         |           |         |                                   | 054155        | 100-6200-6217-2301-0000-000                                          | 52.96                           |
|         |           |         |                                   | 054155        | 100-6200-6213-2301-0000-000                                          | 38.67                           |
|         |           |         |                                   | 054155        | 521-8100-8101-2301-0000-000                                          | 45.66                           |
|         |           |         |                                   | 054155        | 100-6150-6151-2301-0000-000                                          | 45.67                           |
|         |           |         |                                   | 054155        | 100-6200-6250-2301-0000-000                                          | 6.47                            |
|         |           |         |                                   | 054155        | 605-6150-6211-2301-0000-000                                          | 3.23                            |
|         |           |         |                                   | 054155        | 608-6150-8700-2301-0000-000                                          | 3.24                            |
|         |           |         |                                   | 054155        | 210-6150-6160-2301-0000-000                                          | 73.56                           |
|         |           |         |                                   | 054155        | 100-6150-6205-2301-0000-000                                          | 73.57                           |
|         |           |         |                                   |               | <b>Total :</b>                                                       | <b>1,183.83</b>                 |

Bank code : boa

| Voucher | Date      | Vendor                             | Invoice             | PO #   | Description/Account             | Amount           |
|---------|-----------|------------------------------------|---------------------|--------|---------------------------------|------------------|
| 156629  | 6/16/2016 | 093220 NESTLE WATERS NORTH AMERICA | 06D0034312413       |        | C. CARE- BOTTLE WATER SERVICES  |                  |
|         |           |                                    |                     | 054155 | 206-7200-7203-2305-0000-000     | 18.23            |
|         |           |                                    | 06D0034312421       |        | C. CARE- BOTTLE WATER SERVICES  |                  |
|         |           |                                    |                     | 054155 | 206-7200-7203-2305-0000-000     | 45.59            |
|         |           |                                    |                     |        | <b>Total :</b>                  | <b>63.82</b>     |
| 156630  | 6/16/2016 | 081164 NGUYEN, PHONG               | JULY 2015-JUNE 2016 |        | FIRE- MEDICAL DIRECTOR SERVICES |                  |
|         |           |                                    |                     | 016436 | 100-6090-6091-2350-0000-000     | 11,000.00        |
|         |           |                                    |                     |        | <b>Total :</b>                  | <b>11,000.00</b> |
| 156631  | 6/16/2016 | 093924 NINA MEZA GERMAN            | MAY 16              |        | COMM SVCS- CONTRACT INSTRUCTO   |                  |
|         |           |                                    |                     | 015730 | 100-6200-6202-2350-0000-000     | 112.70           |
|         |           |                                    |                     |        | <b>Total :</b>                  | <b>112.70</b>    |
| 156632  | 6/16/2016 | 045033 OFFICE DEPOT                | 835975741001        |        | C/S- OFFICE SUPPLIES            |                  |
|         |           |                                    |                     | 054199 | 100-6040-6042-2301-0000-000     | 104.86           |
|         |           |                                    | 835976127001        |        | C/S- OFFICE SUPPLIES            |                  |
|         |           |                                    |                     | 054199 | 100-6040-6042-2301-0000-000     | 2.80             |
|         |           |                                    | 840806144001        |        | COMM SVCS- OFFICE SUPPLIES      |                  |
|         |           |                                    |                     | 054199 | 100-6200-6217-2301-0000-000     | 86.80            |
|         |           |                                    | 842903490001        |        | C/S- OFFICE SUPPLIES            |                  |
|         |           |                                    |                     | 054199 | 100-6040-6042-2301-0000-000     | 310.54           |
|         |           |                                    |                     |        | <b>Total :</b>                  | <b>505.00</b>    |
| 156633  | 6/16/2016 | cbc0784 OGOM, SIMON                | 00770268            |        | CLOSING BILL CREDIT             |                  |
|         |           |                                    |                     |        | 520-2450-232                    | 9.98             |
|         |           |                                    |                     |        | <b>Total :</b>                  | <b>9.98</b>      |
| 156634  | 6/16/2016 | cbc0828 ONTIVEROS, THOMAS          | 00882405            |        | CLOSING BILL CREDIT             |                  |
|         |           |                                    |                     |        | 520-2450-232                    | 269.46           |
|         |           |                                    |                     |        | <b>Total :</b>                  | <b>269.46</b>    |
| 156635  | 6/16/2016 | 013818 OWENS, MARK                 | EXEC MED 15/16      |        | PD- EXECUTIVE MEDICAL REIMB.    |                  |
|         |           |                                    |                     |        | 100-6070-6071-1100-0000-000     | 1,000.00         |
|         |           |                                    |                     |        | <b>Total :</b>                  | <b>1,000.00</b>  |
| 156636  | 6/16/2016 | 093839 P & P UNIFORMS              | 403265/4            |        | PD- UNIFORM CREDIT              |                  |
|         |           |                                    |                     | 054200 | 100-6070-6071-1170-0000-000     | -100.14          |

Bank code : boa

| Voucher | Date      | Vendor                           | Invoice                 | PO #   | Description/Account                                                 | Amount          |
|---------|-----------|----------------------------------|-------------------------|--------|---------------------------------------------------------------------|-----------------|
| 156636  | 6/16/2016 | 093839 P & P UNIFORMS            | (Continued)<br>404216/4 |        | PD- UNIFORM (M. HADDEN)<br>100-6070-6071-1170-0000-000              | 221.39          |
|         |           |                                  | 404271/4                | 054200 | PD- UNIFORM (B. MCGILL)<br>100-6070-6071-1170-0000-000              | 275.12          |
|         |           |                                  | 404330/4                | 054200 | PD- UNIFORM (E. PEREZ)<br>100-6070-6071-1170-0000-000               | 615.44          |
|         |           |                                  | 404395/4                | 054200 | PD- UNIFORM (E. PEREZ)<br>100-6070-6071-1170-0000-000               | 100.42          |
|         |           |                                  | 404517/4                | 054200 | PD- UNIFORM (A. NASTASE)<br>100-6070-6071-1170-0000-000             | 193.27          |
|         |           |                                  | 896008                  | 054200 | PD- UNIFORM CHARGES<br>100-6070-6071-1170-0000-000                  | 1.56            |
|         |           |                                  | 907363                  | 054200 | PD- UNIFORM CHARGES<br>100-6070-6071-1170-0000-000                  | 1.56            |
|         |           |                                  |                         |        | <b>Total :</b>                                                      | <b>1,308.62</b> |
| 156637  | 6/16/2016 | 059484 PAIZ, LOYDA               | REBATE- WASHER          |        | PUBLIC BEN- ENERGY EFFICIENCY REBATE<br>526-8000-8035-2041-0930-010 | 75.00           |
|         |           |                                  |                         |        | <b>Total :</b>                                                      | <b>75.00</b>    |
| 156638  | 6/16/2016 | 059682 PARKER, ALFRED            | REBATE- A/C TUNE UP     |        | A/C TUNE UP REBATE<br>526-8000-8035-2041-0930-010                   | 98.00           |
|         |           |                                  |                         |        | <b>Total :</b>                                                      | <b>98.00</b>    |
| 156639  | 6/16/2016 | 000214 PERS-PAYROLL REPORT       | 05/26/16- 15025         |        | RETIREMENT CONTRIBUTION<br>762-2080-000                             | 1,723.81        |
|         |           |                                  |                         |        | <b>Total :</b>                                                      | <b>1,723.81</b> |
| 156640  | 6/16/2016 | 060353 POBLANO, HORACIO          | REBATE- WINDOW          |        | PUBLIC BEN- ENERGY EFFICIENCY REBATE<br>526-8000-8035-2041-0930-010 | 150.00          |
|         |           |                                  |                         |        | <b>Total :</b>                                                      | <b>150.00</b>   |
| 156641  | 6/16/2016 | 014316 PRUDENTIAL OVERALL SUPPLY | 21022670                |        | ELEC- UNIFORM CREDIT<br>520-8000-8004-1170-0926-000                 | -587.51         |
|         |           |                                  | 22243858                | 054229 | ELEC- UNIFORM RENTAL SERVICES<br>520-8000-8009-2225-0548-000        | 172.03          |

Bank code : boa

| Voucher | Date      | Vendor                               | Invoice                 | PO #   | Description/Account                  | Amount           |
|---------|-----------|--------------------------------------|-------------------------|--------|--------------------------------------|------------------|
| 156641  | 6/16/2016 | 014316 PRUDENTIAL OVERALL SUPPLY     | (Continued)<br>22245275 |        | ELEC- UNIFORM RENTAL SERVICES        |                  |
|         |           |                                      |                         | 054229 | 520-8000-8004-1170-0926-000          | 822.71           |
|         |           |                                      |                         | 054229 | 520-8000-8002-2301-0921-000          | 25.30            |
|         |           |                                      |                         |        | <b>Total :</b>                       | <b>432.53</b>    |
| 156642  | 6/16/2016 | 093949 QUALITY REPAIR SOLUTIONS      | 1179                    |        | COMM SVCS- LAMINATOR MAINT.          |                  |
|         |           |                                      |                         | 016301 | 100-6200-6250-2350-0000-000          | 592.95           |
|         |           |                                      |                         |        | <b>Total :</b>                       | <b>592.95</b>    |
| 156643  | 6/16/2016 | 027892 RDO EQUIPMENT COMPANY         | P16380                  |        | WW- EQUIPMENT RENTAL                 |                  |
|         |           |                                      |                         | 015823 | 522-8200-8200-2420-0000-000          | 378.41           |
|         |           |                                      |                         |        | <b>Total :</b>                       | <b>378.41</b>    |
| 156644  | 6/16/2016 | 059667 REIMER, KRISTEN               | REBATE- A/C TUNE UP     |        | PUBLIC BEN.- A/C TUNE UP REBATE      |                  |
|         |           |                                      |                         |        | 526-8000-8035-2041-0930-010          | 59.00            |
|         |           |                                      |                         |        | <b>Total :</b>                       | <b>59.00</b>     |
| 156645  | 6/16/2016 | 093592 REYES, PAUL                   | MAY 16                  |        | COMM SVCS- CONTRACT INSTRUCTOR       |                  |
|         |           |                                      |                         | 015726 | 100-6200-6202-2350-0000-000          | 138.60           |
|         |           |                                      |                         |        | <b>Total :</b>                       | <b>138.60</b>    |
| 156646  | 6/16/2016 | 093950 ROBERT D. GOSNEY CONSTRUCTION | #8- BRIDGE 54C-0384     |        | CIP- BRIDGE SEISMIC RETROFIT PROJECT |                  |
|         |           |                                      |                         | 015383 | 450-0639-6989-3890-0000-000          | 4,456.09         |
|         |           |                                      |                         | 015383 | 225-0639-6150-3890-0000-000          | 34,393.91        |
|         |           |                                      |                         |        | 450-2460-000                         | -222.80          |
|         |           |                                      |                         |        | 225-2460-000                         | -1,719.70        |
|         |           |                                      |                         |        | <b>Total :</b>                       | <b>36,907.50</b> |
| 156647  | 6/16/2016 | 038549 RODRIGUEZ, PATRICIA           | MAY 2016                |        | COMM SVCS- CONTRACT INSTRUCTOR       |                  |
|         |           |                                      |                         | 015727 | 100-6200-6202-2350-0000-000          | 2,132.00         |
|         |           |                                      |                         |        | <b>Total :</b>                       | <b>2,132.00</b>  |
| 156648  | 6/16/2016 | cbc0820 ROSS, MICHAEL                | 00240220                |        | CLOSING BILL CREDIT                  |                  |
|         |           |                                      |                         |        | 520-2450-232                         | 174.56           |
|         |           |                                      |                         |        | <b>Total :</b>                       | <b>174.56</b>    |
| 156649  | 6/16/2016 | 016258 ROYAL WHOLESALE ELECTRIC      | 6441-503671             |        | WW- ELECTRICAL SUPPLIES              |                  |

Bank code : boa

| Voucher | Date      | Vendor                                | Invoice     | PO #   | Description/Account            | Amount            |
|---------|-----------|---------------------------------------|-------------|--------|--------------------------------|-------------------|
| 156649  | 6/16/2016 | 016258 ROYAL WHOLESALE ELECTRIC       | (Continued) |        |                                |                   |
|         |           |                                       |             | 015702 | 522-8200-8200-2255-0000-000    | 158.25            |
|         |           |                                       |             |        | <b>Total :</b>                 | <b>158.25</b>     |
| 156650  | 6/16/2016 | 092865 S & S WORLDWIDE, INC           | 9085735     |        | COMM SVCS- CRAFT SUPPLIES      |                   |
|         |           |                                       |             | 016316 | 100-6200-6209-2301-0000-000    | 3.90              |
|         |           |                                       |             | 016316 | 100-6200-6215-2301-0000-000    | 22.09             |
|         |           |                                       |             |        | 100-6200-6209-2301-0000-000    | 0.31              |
|         |           |                                       |             |        | 100-6200-6215-2301-0000-000    | 1.77              |
|         |           |                                       |             |        | <b>Total :</b>                 | <b>28.07</b>      |
| 156651  | 6/16/2016 | 060277 SAN BERNARDINO MUNICIPAL       | 26165       |        | WW- RIX OPERATION EXPENDITURES |                   |
|         |           |                                       |             |        | 522-8200-8200-2650-0000-000    | 120,309.91        |
|         |           |                                       | 26166       |        | WW- RIX CAPITAL EXPENDITURES   |                   |
|         |           |                                       |             |        | 522-8200-8203-3890-0000-000    | 1,090.72          |
|         |           |                                       |             |        | <b>Total :</b>                 | <b>121,400.63</b> |
| 156652  | 6/16/2016 | cbc0825 SFR 2012-1 US WEST LLC        | 00220980    |        | CLOSING BILL CREDIT            |                   |
|         |           |                                       |             |        | 520-2450-232                   | 124.09            |
|         |           |                                       |             |        | <b>Total :</b>                 | <b>124.09</b>     |
| 156653  | 6/16/2016 | 093854 SIGNATURE SYSTEMS GROUP LLC    | 20039867    |        | COMM SVCS- GYM FLOOR TAPE      |                   |
|         |           |                                       |             |        | 100-6200-6201-2301-0000-000    | 159.34            |
|         |           |                                       |             |        | <b>Total :</b>                 | <b>159.34</b>     |
| 156654  | 6/16/2016 | cbc0805 SILVA, ANGELICA               | 00510875    |        | CLOSING BILL CREDIT            |                   |
|         |           |                                       |             |        | 520-2450-232                   | 61.80             |
|         |           |                                       |             |        | <b>Total :</b>                 | <b>61.80</b>      |
| 156655  | 6/16/2016 | 093734 SMART LEVELS MEDIA MAILING & P | 268041      |        | COMM SVCS- MARKETING MATERIALS |                   |
|         |           |                                       |             | 015556 | 100-6200-6214-2354-0000-000    | 276.37            |
|         |           |                                       | 268090      |        | COMM SVCS- MARKETING MATERIALS |                   |
|         |           |                                       |             | 015556 | 100-6200-6214-2354-0000-000    | 225.61            |
|         |           |                                       |             |        | <b>Total :</b>                 | <b>501.98</b>     |
| 156656  | 6/16/2016 | 092670 SO CAL LOCKSMITH               | 33061       |        | WW- LOCK PARTS AND SVC         |                   |
|         |           |                                       |             | 054209 | 522-8200-8200-2255-0000-000    | 8.08              |

Bank code : boa

| Voucher | Date      | Vendor  | Invoice                        | PO #                                                           | Description/Account                                                                                                                                                                                                                  | Amount                                                                         |
|---------|-----------|---------|--------------------------------|----------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|
| 156656  | 6/16/2016 | 092670  | 092670 SO CAL LOCKSMITH        |                                                                | (Continued)                                                                                                                                                                                                                          | <b>Total : 8.08</b>                                                            |
| 156657  | 6/16/2016 | 000269  | SOUTHERN CALIFORNIA            | 19021                                                          | ELEC- JOINT POLE AUTHORIZATIONS<br>520-8000-8002-2255-0592-100                                                                                                                                                                       | 973.79<br><b>Total : 973.79</b>                                                |
| 156658  | 6/16/2016 | 003758  | SOUTHERN CALIFORNIA EDISON     | 2-20-147-0325-0616<br>2-20-444-9151-0616<br>2-25-757-6884-0616 | ELEC- ELECTRIC SERVICE<br>520-8000-8006-2330-0555-700<br>ELEC- ELECTRIC SERVICE<br>520-8000-8006-2330-0555-700<br>ELEC- ELECTRIC SERVICE<br>520-8000-8006-2330-0555-700                                                              | 6,795.49<br>297.12<br>159.22<br><b>Total : 7,251.83</b>                        |
| 156659  | 6/16/2016 | 003763  | SOUTHERN CALIFORNIA EDISON     | 7500659921<br>7500659922<br>7500659923<br>7500659924           | ELEC- FIRM TRANSMISSION<br>520-8000-8006-2330-0555-700<br>ELEC- FIRM TRANSMISSION<br>520-8000-8006-2330-0555-700<br>ELEC- FIRM TRANSMISSION<br>520-8000-8006-2330-0555-700<br>ELEC- FIRM TRANSMISSION<br>520-8000-8006-2330-0555-700 | 16,920.00<br>16,920.00<br>101,520.00<br>79,202.52<br><b>Total : 214,562.52</b> |
| 156660  | 6/16/2016 | 093988  | SPARKLING CLEAN CAR WASH INC.  | 179                                                            | 054228<br>CAR WASH SERVICE (VARIOUS DEPTS<br>608-6150-8700-2210-8101-000                                                                                                                                                             | 10.00<br><b>Total : 10.00</b>                                                  |
| 156661  | 6/16/2016 | 094019  | SPECIALIZED INDUSTRIAL SERVICE | 080416A-01                                                     | 016324<br>WW- DEMOLITION OF EQUIP.<br>522-8200-8200-2350-0000-000                                                                                                                                                                    | 9,900.00<br><b>Total : 9,900.00</b>                                            |
| 156662  | 6/16/2016 | 092338  | STEWART, HOPE                  | MAY 16                                                         | 015731<br>COMM SVCS- CONTRACT INSTRUCTO<br>100-6200-6202-2350-0000-000                                                                                                                                                               | 433.30<br><b>Total : 433.30</b>                                                |
| 156663  | 6/16/2016 | cbc0813 | STRICKLAND, MIEKIA             | 00461202                                                       | CLOSING BILL CREDIT<br>520-2450-232                                                                                                                                                                                                  | 109.70                                                                         |

Bank code : boa

| Voucher | Date      | Vendor                                | Invoice              | PO #   | Description/Account                                             | Amount                              |
|---------|-----------|---------------------------------------|----------------------|--------|-----------------------------------------------------------------|-------------------------------------|
| 156663  | 6/16/2016 | cbc0813 cbc0813 STRICKLAND, MIEKIA    | (Continued)          |        |                                                                 | <b>Total : 109.70</b>               |
| 156664  | 6/16/2016 | 047580 SUCHIL, ISAAC T.               | EXEC MED 15/16       |        | C. COUNCIL- MEDICAL EXPENSE REIM<br>100-6000-6000-1100-0000-000 | 667.60<br><b>Total : 667.60</b>     |
| 156665  | 6/16/2016 | cbc0794 SULIMA, YELENA                | 00411095             |        | CLOSING BILL CREDIT<br>520-2450-232                             | 32.59<br><b>Total : 32.59</b>       |
| 156666  | 6/16/2016 | 092088 SUNSTATE EQUIPMENT             | 99999999-002         | 016311 | WW- RENTAL EQUIPMENT<br>522-8200-8200-2420-0000-000             | 15.58<br><b>Total : 15.58</b>       |
| 156667  | 6/16/2016 | cbc0816 SUNTER, STEPHEN               | 00260015             |        | CLOSING BILL CREDIT<br>520-2450-232                             | 90.31<br><b>Total : 90.31</b>       |
| 156668  | 6/16/2016 | 093833 SWISHER HYGIENE FRANCHISE CORP | 6H03066995           | 016134 | COMM SVCS- RESTROOM MAINT. SVC<br>100-6200-6217-2350-0000-000   | 116.60<br><b>Total : 116.60</b>     |
| 156669  | 6/16/2016 | 093976 TALBERT, TYRON D.              | MAY 16               | 015767 | COMM SVCS- CONTRACT INSTRUCTO<br>100-6200-6202-2350-0000-000    | 14.00<br><b>Total : 14.00</b>       |
| 156670  | 6/16/2016 | 093800 THOMAS, MATTHEW                | #1-T-BASKETBALL-2016 |        | COMM SVCS- BASKETBALL OFFICIAL<br>100-6200-6204-2350-0000-000   | 100.00<br><b>Total : 100.00</b>     |
| 156671  | 6/16/2016 | cbc0808 THOMAS, TAMICA                | 00650105             |        | CLOSING BILL CREDIT<br>520-2450-232                             | 156.84<br><b>Total : 156.84</b>     |
| 156672  | 6/16/2016 | 045823 THOMPSON COBURN LLP            | APRIL 16             | 015759 | ELEC- LEGAL SERVICES- FERC<br>520-8000-8001-2350-0923-000       | 5,257.15<br><b>Total : 5,257.15</b> |

Bank code : boa

| Voucher | Date      | Vendor                           | Invoice       | PO #   | Description/Account               | Amount          |
|---------|-----------|----------------------------------|---------------|--------|-----------------------------------|-----------------|
| 156673  | 6/16/2016 | 093146 TIME WARNER CABLE         | 844840- 6/16  |        | I.S.- CITY WIDE CABLE             |                 |
|         |           |                                  |               | 015651 | 606-6040-6044-2310-0000-000       | 611.66          |
|         |           |                                  |               |        | <b>Total :</b>                    | <b>611.66</b>   |
| 156674  | 6/16/2016 | cbc0788 TLG MEDICAL PRODUCTS INC | 01900060      |        | CLOSING BILL CREDIT               |                 |
|         |           |                                  |               |        | 520-2450-232                      | 9.45            |
|         |           |                                  |               |        | <b>Total :</b>                    | <b>9.45</b>     |
| 156675  | 6/16/2016 | 018474 TOMARK SPORTS INC         | 97938318      |        | COMM SVCS- SERVICE TO BB COURT    |                 |
|         |           |                                  |               | 016401 | 100-6200-6204-2301-0000-000       | 651.05          |
|         |           |                                  |               |        | 100-6200-6204-2301-0000-000       | 52.09           |
|         |           |                                  |               |        | <b>Total :</b>                    | <b>703.14</b>   |
| 156676  | 6/16/2016 | cbc0789 TURNER, BILL             | 00360480      |        | CLOSING BILL CREDIT               |                 |
|         |           |                                  |               |        | 520-2450-232                      | 93.95           |
|         |           |                                  |               |        | <b>Total :</b>                    | <b>93.95</b>    |
| 156677  | 6/16/2016 | 092083 ULTRA PRINTING            | 12155         |        | C. COUNCIL- BUSINESS CARDS        |                 |
|         |           |                                  |               | 054217 | 100-6000-6000-2301-0000-000       | 225.72          |
|         |           |                                  |               |        | <b>Total :</b>                    | <b>225.72</b>   |
| 156678  | 6/16/2016 | 035315 USA BLUE BOOK             | 949545        |        | W- OPERATING SUPPLIES             |                 |
|         |           |                                  |               | 015721 | 521-8100-8101-2411-0000-000       | 2,404.71        |
|         |           |                                  |               |        | <b>Total :</b>                    | <b>2,404.71</b> |
| 156679  | 6/16/2016 | cbc0785 VALDEPENNA, VANISSA      | 00490645      |        | CLOSING BILL CREDIT               |                 |
|         |           |                                  |               |        | 520-2450-232                      | 50.00           |
|         |           |                                  |               |        | <b>Total :</b>                    | <b>50.00</b>    |
| 156680  | 6/16/2016 | cbc0821 VALLEJO, ROLAND          | 00550940      |        | CLOSING BILL CREDIT               |                 |
|         |           |                                  |               |        | 520-2450-232                      | 267.01          |
|         |           |                                  |               |        | <b>Total :</b>                    | <b>267.01</b>   |
| 156681  | 6/16/2016 | cbc0812 VARGUEZ, RAUL            | 00790720      |        | CLOSING BILL CREDIT               |                 |
|         |           |                                  |               |        | 520-2450-232                      | 308.00          |
|         |           |                                  |               |        | <b>Total :</b>                    | <b>308.00</b>   |
| 156682  | 6/16/2016 | 036062 VERIZON CALIFORNIA        | 3810369- 0516 |        | ELEC- MODEM CHARGES-REMOTE METERS |                 |

Bank code : boa

| Voucher | Date      | Vendor  | Invoice            | PO #   | Description/Account               | Amount          |
|---------|-----------|---------|--------------------|--------|-----------------------------------|-----------------|
| 156682  | 6/16/2016 | 036062  | VERIZON CALIFORNIA |        | (Continued)                       |                 |
|         |           |         |                    | 015625 | 520-8000-8024-2310-0930-200       | 50.36           |
|         |           |         | 8845048-0516       |        | ELEC- MODEM CHARGES-REMOTE METERS |                 |
|         |           |         |                    | 015625 | 520-8000-8024-2310-0930-200       | 50.36           |
|         |           |         |                    |        | <b>Total :</b>                    | <b>100.72</b>   |
| 156683  | 6/16/2016 | 093406  | VERIZON WIRELESS   |        | ELEC- CELLULAR SERVICES           |                 |
|         |           |         | 9764594144         |        | 520-8000-8001-2310-0930-200       | 456.12          |
|         |           |         | 9765456132         | 054219 | ELEC- CELLULAR SERVICES           |                 |
|         |           |         |                    | 054219 | 520-8000-8001-2310-0930-200       | 673.77          |
|         |           |         | 9765644075         |        | ELEC- CELLULAR SERVICES           |                 |
|         |           |         |                    | 054219 | 520-8000-8001-2310-0930-200       | 497.74          |
|         |           |         | 9765644076         |        | FIRE- CELLULAR SERVICES           |                 |
|         |           |         |                    | 054219 | 100-6090-6091-2310-0000-000       | 2.20            |
|         |           |         | 9765644079         |        | ELEC- CELLULAR SERVICES           |                 |
|         |           |         |                    | 054219 | 520-8000-8001-2310-0930-200       | 243.43          |
|         |           |         | 9765644080         |        | ELEC- CELLULAR SERVICES           |                 |
|         |           |         |                    | 054219 | 520-8000-8001-2310-0930-200       | 279.94          |
|         |           |         | 9765644081         |        | ELEC- CELLULAR SERVICES           |                 |
|         |           |         |                    | 054219 | 520-8000-8009-2225-0548-000       | 326.94          |
|         |           |         | 9765644082         |        | COMM SVCS- CELLULAR SERVICES      |                 |
|         |           |         |                    | 054219 | 100-6200-6202-2310-0000-000       | 289.99          |
|         |           |         |                    | 054219 | 100-6200-6250-2310-0000-000       | 201.94          |
|         |           |         | 9765644084         |        | PURCH- CELLULAR SERVICES          |                 |
|         |           |         |                    | 054219 | 100-6040-6043-2310-0000-000       | 11.75           |
|         |           |         | 9765644086         |        | VWV- CELLULAR SERVICES            |                 |
|         |           |         |                    | 054219 | 522-8200-8200-2310-0000-000       | 511.82          |
|         |           |         | 9765644088         |        | W- CELLULAR SERVICES              |                 |
|         |           |         |                    | 054219 | 521-8100-8101-2310-0000-000       | 1,305.20        |
|         |           |         | 9765644090         |        | FIRE- CELLULAR SERVICES           |                 |
|         |           |         |                    | 054219 | 100-6090-6091-2310-0000-000       | 143.32          |
|         |           |         | 9765644094         |        | CM- CELLULAR SERVICES             |                 |
|         |           |         |                    | 054219 | 100-6020-6020-2310-0000-000       | 27.77           |
|         |           |         |                    |        | <b>Total :</b>                    | <b>4,971.93</b> |
| 156684  | 6/16/2016 | cbc0782 | VICUNA, NATALIE    |        | CLOSING BILL CREDIT               |                 |
|         |           |         | 00560700           |        | 520-2450-232                      | 2.00            |

Bank code : boa

| Voucher  | Date      | Vendor                             | Invoice                                | PO #                       | Description/Account                                                                                                                                                              | Amount                                               |
|----------|-----------|------------------------------------|----------------------------------------|----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|
| 156684   | 6/16/2016 | cbc0782 cbc0782 VICUNA, NATALIE    | (Continued)                            |                            |                                                                                                                                                                                  | <b>Total : 2.00</b>                                  |
| 156685   | 6/16/2016 | cbc0819 VILLEGAS, CAROLINA         | 00140360                               |                            | CLOSING BILL CREDIT<br>520-2450-232                                                                                                                                              | 157.89<br><b>Total : 157.89</b>                      |
| 156686   | 6/16/2016 | 034149 VWR SCIENTIFIC PRODUCTS CO  | 8044873005<br>8044882834               | 015694<br>015694           | VW- LAB SUPPLIES<br>522-8200-8200-2255-0000-000<br>VW- LAB SUPPLIES<br>522-8200-8200-2255-0000-000                                                                               | 235.63<br>231.50<br><b>Total : 467.13</b>            |
| 156687   | 6/16/2016 | 000159 W W GRAINGER, INC           | 9111540499<br>9121498191<br>9122510622 | 015464<br>015464<br>015464 | ELEC- INDUSTRIAL SUPPLIES<br>520-8000-8009-2225-0548-000<br>ELEC- INDUSTRIAL SUPPLIES<br>520-8000-8009-2225-0548-000<br>ELEC- INDUSTRIAL SUPPLIES<br>520-8000-8009-2225-0548-000 | 796.01<br>174.76<br>47.12<br><b>Total : 1,017.89</b> |
| 156688   | 6/16/2016 | 092064 WALTER'S WHOLESALE ELECTRIC | 1418643-28                             | 054222                     | ELEC- ELECTRICAL SUPPLIES<br>520-8000-8003-2255-0592-100                                                                                                                         | 336.20<br><b>Total : 336.20</b>                      |
| 156689   | 6/16/2016 | cbc0790 WOODRUFF, KAREN            | 00227165                               |                            | CLOSING BILL CREDIT<br>520-2450-232                                                                                                                                              | 160.17<br><b>Total : 160.17</b>                      |
| 156690   | 6/16/2016 | cbc0817 ZUBIATE, ANTONIA           | 00290135                               |                            | CLOSING BILL CREDIT<br>520-2450-232                                                                                                                                              | 10.86<br><b>Total : 10.86</b>                        |
| 3735400  | 6/13/2016 | 059170 TENASKA POWER SERVICES CO.  | 1348-FEB-16-01                         |                            | ELEC- RENEWABLE ENERGY<br>520-8000-8006-2330-0555-000                                                                                                                            | 114,698.25<br><b>Total : 114,698.25</b>              |
| 11232400 | 6/8/2016  | 003755 SO CALIF PUBLIC POWER AUTH  | HU 0616                                |                            | ELEC- POWER COSTS- HOOVER<br>520-8000-8006-2330-0555-100                                                                                                                         | 6,313.65                                             |

Bank code : boa

| Voucher                                 | Date      | Vendor | Invoice                           | PO #                | Description/Account                                                                            | Amount                                                |
|-----------------------------------------|-----------|--------|-----------------------------------|---------------------|------------------------------------------------------------------------------------------------|-------------------------------------------------------|
| 11232400                                | 6/8/2016  | 003755 | 003755 SO CALIF PUBLIC POWER AUTH | (Continued)         |                                                                                                | <b>Total : 6,313.65</b>                               |
| 11232500                                | 6/8/2016  | 003754 | SO CALIF PUBLIC POWER AUTH        | SJ 0616             | ELEC- POWER COSTS<br>520-8000-8006-2330-0555-300                                               | 1,075,487.00<br><b>Total : 1,075,487.00</b>           |
| 11251500                                | 6/8/2016  | 009994 | SHELL ENERGY NORTH AMERICA        | 04.2016 RECALC T12  | ELEC- FIRM POWER, TRANSMISSION F<br>520-8000-8006-2330-0555-600<br>520-8000-8006-2330-0555-800 | 25,783.31<br>3,363.88<br><b>Total : 29,147.19</b>     |
| 702162000                               | 5/23/2016 | 000214 | PERS-PAYROLL REPORT               | 05/12/16- 25057     | RETIREMENT CONTRIBUTION<br>762-2080-000                                                        | 5,601.29<br><b>Total : 5,601.29</b>                   |
| 1000224436                              | 6/10/2016 | 058819 | CALIFORNIA INDEPENDENT            | 2016060731-32600537 | ELEC- ELECTRIC TRANSMISSION SVC<br>520-8000-8006-2330-0555-710<br>520-7907-000                 | 318,437.53<br>-270,811.55<br><b>Total : 47,625.98</b> |
| <b>168 Vouchers for bank code : boa</b> |           |        |                                   |                     |                                                                                                | <b>Bank total : 1,872,592.81</b>                      |
| <b>168 Vouchers in this report</b>      |           |        |                                   |                     |                                                                                                | <b>Total vouchers : 1,872,592.81</b>                  |

  
\_\_\_\_\_  
Anita Agramonte  
Finance Director

  
\_\_\_\_\_  
Aurelio De La Torre  
City Treasurer

Bank code : boa

| Voucher        | Date      | Vendor                              | Invoice    | PO #   | Description/Account                                                                             | Amount                        |
|----------------|-----------|-------------------------------------|------------|--------|-------------------------------------------------------------------------------------------------|-------------------------------|
| 156694         | 6/22/2016 | 013979 SAN BERNARDINO COUNTY        | P-22013051 |        | ELEC- FLOOD CONTROL PERMIT<br>520-8000-8008-3890-0107-000                                       | 3,000.00                      |
| <b>Total :</b> |           |                                     |            |        |                                                                                                 | <b>3,000.00</b>               |
| 156695         | 6/23/2016 | 000788 AT & T                       | 2654716306 | 015670 | ELEC- FRAME CIRCUIT CHARGES<br>520-8000-8009-2225-0548-000                                      | 445.44                        |
| <b>Total :</b> |           |                                     |            |        |                                                                                                 | <b>445.44</b>                 |
| 156696         | 6/23/2016 | 092815 ACTION DOOR CONTROLS INC.    | 4041       |        | BM- DOOR REPAIR<br>605-6150-6211-2250-6217-000                                                  | 305.00                        |
| <b>Total :</b> |           |                                     |            |        |                                                                                                 | <b>305.00</b>                 |
| 156697         | 6/23/2016 | 060366 ADAMS-STIRLING TRUST ACCOUNT | SETTLEMENT |        | ECON DEV- SETTLEMENT OF CIVDS<br>898-9000-9800-2350-0000-000                                    | 2,000.00                      |
| <b>Total :</b> |           |                                     |            |        |                                                                                                 | <b>2,000.00</b>               |
| 156698         | 6/23/2016 | 093989 ANIXTER POWER SOLUTIONS INC. | 3194682-00 | 016326 | ELEC INV- HARDWARE SUPPLIES<br>520-1500-154                                                     | 1,176.50                      |
|                |           |                                     | 3194682-01 | 016326 | 520-1500-154<br>ELEC INV- HARDWARE SUPPLIES<br>520-1500-154                                     | 94.12<br>2,127.70<br>170.21   |
|                |           |                                     | 3194685-00 | 016326 | ELEC INV- HARDWARE SUPPLIES<br>520-1500-154                                                     | 366.00                        |
|                |           |                                     | 3213424-00 | 016373 | 520-1500-154<br>ELEC INV- HARDWARE SUPPLIES<br>520-1500-154                                     | 29.28<br>8,539.05<br>683.12   |
| <b>Total :</b> |           |                                     |            |        |                                                                                                 | <b>13,185.98</b>              |
| 156699         | 6/23/2016 | 094037 ARMS UNLIMITED               | CM1821     | 016404 | PD- WEAPON LIGHTS<br>100-6070-6071-1180-0000-000<br>100-6070-6071-1180-0000-000<br>762-2210-000 | 5,880.00<br>470.40<br>-470.40 |
| <b>Total :</b> |           |                                     |            |        |                                                                                                 | <b>5,880.00</b>               |

Bank code : boa

| Voucher | Date      | Vendor                      | Invoice             | PO #   | Description/Account                                                                                                                                                                                                    | Amount                                                                        |
|---------|-----------|-----------------------------|---------------------|--------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|
| 156700  | 6/23/2016 | 046028 AT & T               | 3813148-0516        | 054153 | FIRE- TELEPHONE SERVICES<br>100-6090-6091-2310-0000-000                                                                                                                                                                | 90.93<br><b>Total : 90.93</b>                                                 |
| 156701  | 6/23/2016 | 093746 AT & T               | 287254304436X052716 | 015458 | ELEC- PHONE SURVEILLANCE CAMERAS<br>520-8000-8004-2301-0921-000                                                                                                                                                        | 28.98<br><b>Total : 28.98</b>                                                 |
| 156702  | 6/23/2016 | 000205 AT&T                 | 8410909-0516        | 054152 | WW- TELEPHONE SERVICES<br>522-8200-8200-2310-0000-000                                                                                                                                                                  | 33.29<br><b>Total : 33.29</b>                                                 |
| 156703  | 6/23/2016 | pc10 AVALOS, LORRAINE       | PC- POLICE- 6/7/16  |        | PD- PETTY CASH REPLENISHMENT<br>100-6070-6071-1170-0000-000<br>100-6070-6071-2210-0000-000<br>100-6070-6071-1160-0000-000<br>100-6070-6071-2280-0000-000<br>100-6070-6071-2301-0000-000<br>100-6070-6071-2300-0000-000 | 51.84<br>41.00<br>116.85<br>153.00<br>26.51<br>41.62<br><b>Total : 430.82</b> |
| 156704  | 6/23/2016 | 003096 BENNETT, DEIRDRE     | 05/22-25 16         |        | COUNCIL- PER DIEM/ TRANSPORTATION<br>(ICSC 100-6000-6000-2280-0000-000                                                                                                                                                 | 193.17<br><b>Total : 193.17</b>                                               |
| 156705  | 6/23/2016 | 001527 BEST BEST & KRIEGER  | 772211              |        | ECON DEV- LEGAL SERVICES<br>898-9000-9800-2350-0000-000                                                                                                                                                                | 1,147.50<br><b>Total : 1,147.50</b>                                           |
| 156706  | 6/23/2016 | 003812 BEST BUY             | 2291320             | 016374 | PD- CAMERAS<br>100-6070-6071-1180-0000-000<br>100-6070-6071-1180-0000-000                                                                                                                                              | 9,599.94<br>768.00<br><b>Total : 10,367.94</b>                                |
| 156707  | 6/23/2016 | 033590 BIO-TOX LABORATORIES | 32099               | 015557 | PD- LAB ANALYSIS<br>100-6070-6071-2350-0000-000                                                                                                                                                                        | 1,045.00<br><b>Total : 1,045.00</b>                                           |

Bank code : boa

| Voucher | Date      | Vendor                                | Invoice  | PO #   | Description/Account         | Amount        |
|---------|-----------|---------------------------------------|----------|--------|-----------------------------|---------------|
| 156708  | 6/23/2016 | 093948 BRAUN BLAISING MCLAUGHLIN &    | 16096    |        | ELEC- LEGAL SERVICES        |               |
|         |           |                                       |          | 015814 | 520-8000-8001-2350-0923-000 | 530.10        |
|         |           |                                       |          |        | <b>Total :</b>              | <b>530.10</b> |
| 156709  | 6/23/2016 | 018879 CAL-DUCT, INC                  | 5080643  |        | ELEC- PARTS/ MATERIAL       |               |
|         |           |                                       |          | 015606 | 520-8000-8004-2301-0921-000 | 972.00        |
|         |           |                                       |          |        | <b>Total :</b>              | <b>972.00</b> |
| 156710  | 6/23/2016 | 094030 CALIFORNIA DEPARTMENT OF MOTOR | 3306796  |        | PD- 2016 CVC BOOKS          |               |
|         |           |                                       |          | 016362 | 100-6070-6071-2301-0000-000 | 371.74        |
|         |           |                                       |          |        | <b>Total :</b>              | <b>371.74</b> |
| 156711  | 6/23/2016 | 015809 CALOLYMPIC GLOVE &             | 350543   |        | INV- SAFETY SUPPLIES        |               |
|         |           |                                       |          | 016325 | 100-1500-000                | 124.60        |
|         |           |                                       |          |        | 100-1500-000                | 22.92         |
|         |           |                                       |          |        | 520-1500-154                | 2.77          |
|         |           |                                       | 350543-1 |        | INV- SAFETY SUPPLIES        |               |
|         |           |                                       |          | 016325 | 100-1500-000                | 711.00        |
|         |           |                                       |          |        | 100-1500-000                | 105.08        |
|         |           |                                       |          |        | 520-1500-154                | 12.54         |
|         |           |                                       |          | 016325 | 100-1500-000                | 409.40        |
|         |           |                                       | 351037-1 |        | INV- SAFETY SUPPLIES        |               |
|         |           |                                       |          | 016325 | 100-1500-000                | 321.60        |
|         |           |                                       |          |        | 100-1500-000                | 25.73         |
|         |           |                                       | 351037-2 |        | INV- SAFETY SUPPLIES        |               |
|         |           |                                       |          | 016325 | 100-1500-000                | 216.36        |
|         |           |                                       |          |        | 100-1500-000                | 15.10         |
|         |           |                                       |          |        | 520-1500-154                | 2.21          |
|         |           |                                       | 351037-3 |        | INV- SAFETY SUPPLIES        |               |
|         |           |                                       |          | 016325 | 100-1500-000                | 263.10        |
|         |           |                                       |          | 016325 | 520-1500-154                | 315.72        |
|         |           |                                       |          | 016325 | 100-1500-000                | 111.12        |
|         |           |                                       |          |        | 100-1500-000                | 37.97         |
|         |           |                                       |          |        | 520-1500-154                | 17.23         |
|         |           |                                       | 351205   |        | INV- SAFETY SUPPLIES        |               |
|         |           |                                       |          | 016380 | 100-1500-000                | 563.12        |
|         |           |                                       |          |        | 100-1500-000                | 84.93         |

Bank code : boa

| Voucher        | Date      | Vendor                          | Invoice     | PO #   | Description/Account         | Amount          |
|----------------|-----------|---------------------------------|-------------|--------|-----------------------------|-----------------|
| 156711         | 6/23/2016 | 015809 CALOLYMPIC GLOVE &       | (Continued) |        |                             |                 |
|                |           |                                 | 351205-1    | 016380 | 100-1500-000                | 52.00           |
|                |           |                                 |             | 016380 | INV- SAFETY SUPPLIES        | 98.76           |
|                |           |                                 |             |        | 100-1500-000                | 7.90            |
| <b>Total :</b> |           |                                 |             |        |                             | <b>3,521.16</b> |
| 156712         | 6/23/2016 | 003165 CANON FINANCIAL SERVICES | 16195371    |        | FIN- LEASE PAYMENTS         |                 |
|                |           |                                 |             | 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 | 520-8000-8003-2420-0931-000 | 138.58          |
|                |           |                                 |             | 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          |
|                |           |                                 |             | 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           |

Bank code : boa

| Voucher | Date      | Vendor                          | Invoice     | PO #   | Description/Account            | Amount          |
|---------|-----------|---------------------------------|-------------|--------|--------------------------------|-----------------|
| 156712  | 6/23/2016 | 003165 CANON FINANCIAL SERVICES | (Continued) |        |                                |                 |
|         |           |                                 |             | 015447 | 100-6200-6200-2420-0000-000    | 157.23          |
|         |           |                                 |             |        | 520-8000-8009-2225-0548-000    | 7.16            |
|         |           |                                 |             |        | 100-6070-6071-2420-0000-000    | 59.43           |
|         |           |                                 |             |        | 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    | 15.33           |
|         |           |                                 |             |        | <b>Total :</b>                 | <b>3,465.98</b> |
| 156713  | 6/23/2016 | 000128 CLINICAL LAB OF S B INC  | 949761      |        | W- LABORATORY SAMPLING         |                 |
|         |           |                                 |             | 015771 | 521-8100-8101-2350-0000-000    | 2,354.50        |
|         |           |                                 |             |        | <b>Total :</b>                 | <b>2,354.50</b> |
| 156714  | 6/23/2016 | 060365 COLLASO, HECTOR          | 1071232.015 |        | COMM SVCS- REFUND CLEANING DEF |                 |
|         |           |                                 |             |        | 100-6747-000                   | 100.00          |
|         |           |                                 |             |        | <b>Total :</b>                 | <b>100.00</b>   |
| 156715  | 6/23/2016 | 000491 COLTON TRUCK SUPPLY      | 5261240003  |        | AUTOMOTIVE PARTS               |                 |
|         |           |                                 |             | 054161 | 521-8100-8101-2411-0000-000    | 47.54           |
|         |           |                                 |             |        | <b>Total :</b>                 | <b>47.54</b>    |
| 156716  | 6/23/2016 | 000136 CONSOLIDATED ELECT DIST  | 6903-756583 |        | ELEC INV- STREET LIGHTS        |                 |
|         |           |                                 |             | 016295 | 520-1500-154                   | 2,989.00        |
|         |           |                                 |             |        | 520-1500-154                   | 239.12          |
|         |           |                                 |             |        | <b>Total :</b>                 | <b>3,228.12</b> |
| 156717  | 6/23/2016 | 022608 COX, DVM, KENNETH R      | 06/16/16    |        | C/S- DOG CLINIC (RABIES SHOTS) |                 |
|         |           |                                 |             |        | 100-5401-000                   | 480.00          |
|         |           |                                 |             |        | <b>Total :</b>                 | <b>480.00</b>   |

Bank code : boa

| Voucher | Date      | Vendor                         | Invoice                     | PO #                        | Description/Account            | Amount        |
|---------|-----------|--------------------------------|-----------------------------|-----------------------------|--------------------------------|---------------|
| 156718  | 6/23/2016 | 041987 CREST CHEVROLET         | 304829                      |                             | AUTO PARTS                     |               |
|         |           |                                |                             | 016415                      | 608-6150-8700-2210-6205-000    | 185.93        |
|         |           |                                | 311420                      | 016437                      | 210-6150-6160-2301-0000-000    | 167.68        |
|         |           |                                |                             |                             | <b>Total :</b>                 | <b>353.61</b> |
| 156719  | 6/23/2016 | 040945 CSR COMPANY             | 16192                       |                             | W- A/C REPAIRS                 |               |
|         |           |                                |                             | 015852                      | 521-8100-8101-2350-0000-000    | 125.00        |
|         |           |                                | 16207                       | 015852                      | 521-8100-8101-2350-0000-000    | 50.12         |
|         |           |                                | 16256                       | 015852                      | 521-8100-8101-2350-0000-000    | 125.00        |
|         |           | <b>Total :</b>                 | <b>300.12</b>               |                             |                                |               |
| 156720  | 6/23/2016 | 003952 DAILY JOURNAL CORP      | B2879914                    |                             | DEV SVCS- LEGAL PUBLICATION    |               |
|         |           |                                |                             |                             | 100-6300-6302-2340-0000-000    | 200.20        |
|         |           |                                | B2883593                    |                             | DEV SVCS- LEGAL PUBLICATION    |               |
|         |           |                                |                             |                             | 100-6300-6301-2340-0000-000    | 473.60        |
|         |           |                                |                             | 100-6300-6302-2340-0000-000 | 69.80                          |               |
|         |           | <b>Total :</b>                 | <b>743.60</b>               |                             |                                |               |
| 156721  | 6/23/2016 | 001897 DAN'S LAWNMOWER         | 109092                      |                             | ELEC INV- PARTS FOR CHAIN SAWS |               |
|         |           |                                |                             | 016395                      | 520-1500-154                   | 143.76        |
|         |           |                                |                             | 016395                      | 100-1500-000                   | 230.88        |
|         |           |                                |                             | 016395                      | 520-1500-154                   | 180.00        |
|         |           |                                |                             |                             | 520-1500-154                   | 25.90         |
|         |           |                                |                             |                             | 100-1500-000                   | 18.47         |
|         |           |                                | 109093                      |                             | INV- LANDSCAPING SUPPLIES      |               |
|         |           |                                |                             | 016399                      | 100-1500-000                   | 434.75        |
|         |           | 100-1500-000                   | 34.78                       |                             |                                |               |
|         |           | <b>Total :</b>                 | <b>1,068.54</b>             |                             |                                |               |
| 156722  | 6/23/2016 | 032006 DOOLEY ENTERPRISES, INC | 52513                       |                             | PD- AMMO -- SOLE SOURCE        |               |
|         |           |                                |                             | 016265                      | 100-6070-6071-1180-0000-000    | 1,980.00      |
|         |           |                                |                             |                             | 100-6070-6071-1180-0000-000    | 158.40        |
|         |           | 52529                          |                             | PD- AMMO -- SOLE SOURCE     |                                |               |
|         |           | 016265                         | 100-6070-6071-1180-0000-000 | 5,562.50                    |                                |               |

Bank code : boa

| Voucher | Date      | Vendor                                | Invoice      | PO #   | Description/Account                                    | Amount           |
|---------|-----------|---------------------------------------|--------------|--------|--------------------------------------------------------|------------------|
| 156722  | 6/23/2016 | 032006 DOOLEY ENTERPRISES, INC        | (Continued)  |        |                                                        |                  |
|         |           |                                       | 52567        |        | 100-6070-6071-1180-0000-000<br>PD- AMMO -- SOLE SOURCE | 445.00           |
|         |           |                                       |              | 016265 | 100-6070-6071-1180-0000-000                            | 220.00           |
|         |           |                                       | 52665        |        | 100-6070-6071-1180-0000-000<br>PD- AMMO -- SOLE SOURCE | 17.60            |
|         |           |                                       |              | 016265 | 100-6070-6071-1180-0000-000                            | 1,305.00         |
|         |           |                                       |              |        | 100-6070-6071-1180-0000-000                            | 104.40           |
|         |           |                                       |              |        | <b>Total :</b>                                         | <b>9,792.90</b>  |
| 156723  | 6/23/2016 | 000149 DUNN-EDWARDS CORP              | 2018261392   |        | COMM SVCS-PAINT SUPPLIES                               |                  |
|         |           |                                       |              | 054167 | 605-6150-6211-2250-6217-000                            | 780.97           |
|         |           |                                       |              |        | <b>Total :</b>                                         | <b>780.97</b>    |
| 156724  | 6/23/2016 | 033495 ELECTRONICS WAREHOUSE          | T-122070     |        | ELEC- ELECTRICAL PARTS                                 |                  |
|         |           |                                       |              | 015502 | 520-8000-8009-2225-0548-000                            | 199.69           |
|         |           |                                       |              |        | <b>Total :</b>                                         | <b>199.69</b>    |
| 156725  | 6/23/2016 | 003851 EQUIFAX                        | 9766954      |        | C/S- CREDIT INFORMATION SERVICES                       |                  |
|         |           |                                       |              | 015426 | 100-6040-6042-2350-0000-000                            | 826.24           |
|         |           |                                       |              |        | <b>Total :</b>                                         | <b>826.24</b>    |
| 156726  | 6/23/2016 | 093728 FIRE APPARATUS SOLUTIONS       | 10234        |        | FIRE- VEHICLE MAINTENANCE                              |                  |
|         |           |                                       | 10235        | 015586 | 100-6090-6091-2210-0000-000                            | 1,132.93         |
|         |           |                                       | 10236        | 015586 | 100-6090-6091-2210-0000-000                            | 11,646.31        |
|         |           |                                       |              | 015586 | 100-6090-6091-2210-0000-000                            | 427.95           |
|         |           |                                       |              |        | <b>Total :</b>                                         | <b>13,207.19</b> |
| 156727  | 6/23/2016 | 093928 FLYERS ENERGY, LLC             | 16-264026    |        | FIRE- DIESEL FUEL                                      |                  |
|         |           |                                       |              | 054201 | 100-6090-6091-2210-0000-000                            | 730.21           |
|         |           |                                       |              |        | <b>Total :</b>                                         | <b>730.21</b>    |
| 156728  | 6/23/2016 | 092134 FOX OCCUPATIONAL MEDICAL CENTE | 136955-70439 |        | COMM SVCS- TESTING FOR VOLUNTEENS                      |                  |
|         |           |                                       |              |        | 100-6200-6214-2350-0000-000                            | 56.00            |
|         |           |                                       |              |        | <b>Total :</b>                                         | <b>56.00</b>     |

Bank code : boa

| Voucher        | Date      | Vendor                      | Invoice             | PO #   | Description/Account          | Amount           |
|----------------|-----------|-----------------------------|---------------------|--------|------------------------------|------------------|
| 156729         | 6/23/2016 | 092108 G & G ENVIRONMENTAL  | COC-0416            |        | WW- PRETREATMENT PROGRAM     |                  |
|                |           |                             |                     | 016033 | 522-8200-8200-2350-0000-000  | 12,066.92        |
| <b>Total :</b> |           |                             |                     |        |                              | <b>12,066.92</b> |
| 156730         | 6/23/2016 | 000230 GAS COMPANY          | 034-221-7500-4-0616 |        | BM- GAS SERVICES             |                  |
|                |           |                             | 036-321-7500-0-0616 | 054174 | 605-6150-6211-2320-0000-000  | 130.96           |
|                |           |                             | 078-321-4900-4-0616 | 054174 | 605-6150-6211-2320-0000-000  | 1,273.50         |
|                |           |                             | 082-521-4900-3-0616 | 054174 | 605-6150-6211-2320-0000-000  | 2.81             |
|                |           |                             |                     | 054174 | 605-6150-6211-2320-0000-000  | 42.40            |
| <b>Total :</b> |           |                             |                     |        |                              | <b>1,449.67</b>  |
| 156731         | 6/23/2016 | 092051 GE MOBILE WATER, INC | 98266972            |        | ELEC- WATER TREATMENT EQUIP. |                  |
|                |           |                             | 98272743            | 015689 | 520-8000-8009-2225-0548-000  | 7,696.70         |
|                |           |                             |                     | 015689 | 520-8000-8009-2225-0548-000  | 451.87           |
| <b>Total :</b> |           |                             |                     |        |                              | <b>8,148.57</b>  |
| 156732         | 6/23/2016 | 000157 GENUINE AUTO PARTS   | 149203              |        | AUTOMOTIVE PARTS             |                  |
|                |           |                             | 149577              | 054176 | 520-8000-8003-2255-0592-100  | 42.81            |
|                |           |                             | 149584              | 054176 | 608-6150-8700-2210-6160-000  | 83.43            |
|                |           |                             | 149830              | 054176 | 608-6150-8700-2210-8101-000  | 6.23             |
|                |           |                             | 149848              | 054176 | 608-6150-8700-2210-6071-000  | 254.25           |
|                |           |                             | 149853              | 054176 | 608-6150-8700-2210-6071-000  | -113.39          |
|                |           |                             | 149856              | 054176 | 608-6150-8700-2210-6071-000  | 120.29           |
|                |           |                             | 149863              | 054176 | 608-6150-8700-2210-6071-000  | 10.35            |
|                |           |                             | 149925              | 054176 | 608-6150-8700-2210-6071-000  | 103.77           |

Bank code : boa

| Voucher | Date      | Vendor | Invoice                           | PO #   | Description/Account            | Amount          |
|---------|-----------|--------|-----------------------------------|--------|--------------------------------|-----------------|
| 156732  | 6/23/2016 | 000157 | GENUINE AUTO PARTS<br>(Continued) |        |                                |                 |
|         |           |        |                                   | 054176 | 608-6150-8700-2210-8101-000    | 16.38           |
|         |           |        | 150259                            |        | AUTOMOTIVE PARTS               |                 |
|         |           |        |                                   | 054176 | 520-8000-8004-2301-0921-000    | 12.24           |
|         |           |        | 150753                            |        | AUTOMOTIVE PARTS               |                 |
|         |           |        |                                   | 054176 | 608-6150-8700-2210-6071-000    | 14.57           |
|         |           |        |                                   |        | <b>Total :</b>                 | <b>550.93</b>   |
| 156733  | 6/23/2016 | 093069 | GLOBALSTAR USA                    |        | FIRE- SATELLITE PHONES         |                 |
|         |           |        | 1.7342618                         |        |                                |                 |
|         |           |        |                                   | 015535 | 100-6090-6094-2310-0000-000    | 359.32          |
|         |           |        |                                   |        | <b>Total :</b>                 | <b>359.32</b>   |
| 156734  | 6/23/2016 | 060359 | GONZALEZ, TERESA                  |        | REFUND- CANCELLED PERMIT       |                 |
|         |           |        | REFUND PERMIT                     |        | 100-5403-000                   | 330.57          |
|         |           |        |                                   |        | <b>Total :</b>                 | <b>330.57</b>   |
| 156735  | 6/23/2016 | 092564 | GORM INC.                         |        | INV- JANITORIAL SUPPLIES       |                 |
|         |           |        | 236406                            |        |                                |                 |
|         |           |        |                                   | 016419 | 100-1500-000                   | 2,799.43        |
|         |           |        |                                   |        | 100-1500-000                   | 231.96          |
|         |           |        |                                   | 016419 | 100-1500-000                   | 100.04          |
|         |           |        | 236406A                           |        | INV- JANITORIAL SUPPLIES       |                 |
|         |           |        |                                   | 016419 | 100-1500-000                   | 13.50           |
|         |           |        |                                   |        | 100-1500-000                   | 1.08            |
|         |           |        |                                   |        | <b>Total :</b>                 | <b>3,146.01</b> |
| 156736  | 6/23/2016 | 58956  | GRANGER, LUKE                     |        | FIRE- TUITION REIMBURSEMENT    |                 |
|         |           |        | TUIT 15/16                        |        | 100-6090-6091-1160-0000-000    | 280.00          |
|         |           |        |                                   |        | <b>Total :</b>                 | <b>280.00</b>   |
| 156737  | 6/23/2016 | 093952 | GREEN ACRES ADVERTISING DESIGN    |        | PUBLIC BEN- MARKETING SERVICES |                 |
|         |           |        | 3490                              |        |                                |                 |
|         |           |        |                                   | 015602 | 526-8000-8035-2350-0923-000    | 1,833.33        |
|         |           |        |                                   | 015602 | 526-8000-8037-2350-0923-000    | 1,833.33        |
|         |           |        |                                   | 015602 | 526-8000-8038-2350-0923-000    | 1,833.34        |
|         |           |        |                                   |        | <b>Total :</b>                 | <b>5,500.00</b> |
| 156738  | 6/23/2016 | 093952 | GREEN ACRES ADVERTISING DESIGN    |        | PW- ADVERTISMENT FOR DISPLAY   |                 |
|         |           |        | 3489                              |        | 225-6150-1325-2306-0000-000    | 4,192.00        |

Bank code : boa

| Voucher | Date      | Vendor | Invoice                                           | PO #   | Description/Account          | Amount                  |
|---------|-----------|--------|---------------------------------------------------|--------|------------------------------|-------------------------|
| 156738  | 6/23/2016 | 093952 | 093952 GREEN ACRES ADVERTISING DESIGN (Continued) |        |                              | <b>Total : 4,192.00</b> |
| 156739  | 6/23/2016 | 059702 | GSI ENVIRONMENTAL                                 |        | W- FONTANA WATER LAWSUIT     |                         |
|         |           |        | 15741-03                                          |        | 521-8100-8101-2350-0000-000  | 3,733.24                |
|         |           |        | 15908-03                                          |        | W- FONTANA WATER LAWSUIT     |                         |
|         |           |        |                                                   |        | 521-8100-8101-2350-0000-000  | 4,628.17                |
|         |           |        | 15999-03                                          |        | W- FONTANA WATER LAWSUIT     |                         |
|         |           |        |                                                   |        | 521-8100-8101-2350-0000-000  | 2,938.50                |
|         |           |        | 16154-03                                          |        | W- FONTANA WATER LAWSUIT     |                         |
|         |           |        |                                                   |        | 521-8100-8101-2350-0000-000  | 8,371.21                |
|         |           |        |                                                   |        | <b>Total : 19,671.12</b>     |                         |
| 156740  | 6/23/2016 | 092270 | HAAKER EQUIPMENT COMPANY                          |        | WW- PARTS & REPAIR ON VACTOR |                         |
|         |           |        | W41712                                            | 015697 | 522-8200-8200-2257-0000-000  | 1,126.44                |
|         |           |        |                                                   |        | <b>Total : 1,126.44</b>      |                         |
| 156741  | 6/23/2016 | 092084 | HARDY & HARPER CONSTRUCTION                       |        | CIP- ASPHALT PAVING PROJECT  |                         |
|         |           |        | #2- ASPHAL PAVING                                 | 016099 | 218-1510-6150-3890-0000-000  | 75,592.00               |
|         |           |        |                                                   | 016099 | 450-1509-6970-3890-0000-000  | 40,000.00               |
|         |           |        |                                                   | 016099 | 218-1602-6150-3890-0000-000  | 32,300.00               |
|         |           |        |                                                   | 016099 | 218-1608-6150-3890-0000-000  | 6,440.00                |
|         |           |        |                                                   |        | 450-2460-000                 | -4,000.00               |
|         |           |        |                                                   |        | 218-2460-000                 | -3,716.60               |
|         |           |        |                                                   |        | <b>Total : 146,615.40</b>    |                         |
| 156742  | 6/23/2016 | 092610 | HD SUPPLY WATERWORKS                              |        | W. INV- HARDWARE SUPPLIES    |                         |
|         |           |        | F533044                                           | 016391 | 521-1500-000                 | 1,289.09                |
|         |           |        |                                                   |        | 521-1500-000                 | 103.13                  |
|         |           |        | F617593                                           | 016391 | W. INV- HARDWARE SUPPLIES    |                         |
|         |           |        |                                                   |        | 521-1500-000                 | 49.40                   |
|         |           |        |                                                   |        | 521-1500-000                 | 3.96                    |
|         |           |        |                                                   |        | <b>Total : 1,445.58</b>      |                         |
| 156743  | 6/23/2016 | 059648 | HERNANDEZ, ALYSSA                                 |        | ELEC- PER DIEM (ESRI CONF)   |                         |
|         |           |        | 06/27- 06/29/16                                   |        | 520-8000-8002-2280-0930-200  | 139.00                  |
|         |           |        |                                                   |        | <b>Total : 139.00</b>        |                         |
| 156744  | 6/23/2016 | 025906 | HOME DEPOT                                        |        | ST- HARDWARE SUPPLIES        |                         |
|         |           |        | 2013132                                           |        |                              |                         |

Bank code : boa

| Voucher | Date      | Vendor            | Invoice     | PO #   | Description/Account          | Amount          |
|---------|-----------|-------------------|-------------|--------|------------------------------|-----------------|
| 156744  | 6/23/2016 | 025906 HOME DEPOT | (Continued) |        |                              |                 |
|         |           |                   | 2034374     | 054182 | 210-6150-6160-2301-0000-000  | 461.97          |
|         |           |                   | 3020254     | 054180 | COMM SVCS- HARDWARE SUPPLIES |                 |
|         |           |                   | 3974805     | 054180 | 100-6200-6209-2301-0000-000  | 65.40           |
|         |           |                   | 4131711     | 054180 | COMM SVCS- HARDWARE SUPPLIES |                 |
|         |           |                   | 5032601     | 054180 | 100-6200-6209-2301-0000-000  | 357.04          |
|         |           |                   | 5131802     | 054184 | W- HARDWARE SUPPLIES         |                 |
|         |           |                   | 5564589     | 054184 | 521-8100-8101-2301-0000-000  | 262.78          |
|         |           |                   | 6020059     | 054182 | ST- HARDWARE SUPPLIES        |                 |
|         |           |                   | 6974146     | 054182 | 210-6150-6160-2301-0000-000  | 346.05          |
|         |           |                   | 8310362     | 054182 | ST- HARDWARE SUPPLIES        |                 |
|         |           |                   | 8323640     | 054182 | 210-6150-6160-2301-0000-000  | 291.06          |
|         |           |                   | 8974041     | 054182 | ST- HARDWARE SUPPLIES        |                 |
|         |           |                   | 9323626     | 054182 | 210-6150-6160-2301-0000-000  | 145.53          |
|         |           |                   |             | 054181 | ELEC- HARDWARE SUPPLIES      |                 |
|         |           |                   |             | 054181 | 520-8000-8003-2255-0592-100  | 36.16           |
|         |           |                   |             | 054180 | COMM SVCS- HARDWARE SUPPLIES |                 |
|         |           |                   |             | 054180 | 100-6200-6209-2301-0000-000  | 67.76           |
|         |           |                   |             | 054180 | 100-6200-6214-2301-0000-000  | 81.92           |
|         |           |                   |             | 054184 | W- HARDWARE SUPPLIES         |                 |
|         |           |                   |             | 054184 | 521-8100-8101-2301-0000-000  | 411.70          |
|         |           |                   |             | 054181 | ELEC- CREDIT                 |                 |
|         |           |                   |             | 054181 | 520-8000-8003-2255-0592-100  | -215.42         |
|         |           |                   |             | 054181 | ELEC- HARDWARE SUPPLIES      |                 |
|         |           |                   |             | 054181 | 520-8000-8003-2255-0592-100  | 364.62          |
|         |           |                   |             | 054184 | W- HARDWARE SUPPLIES         |                 |
|         |           |                   |             | 054184 | 521-8100-8101-2301-0000-000  | 239.73          |
|         |           |                   |             | 054180 | COMM SVCS- HARDWARE SUPPLIES |                 |
|         |           |                   |             | 054180 | 100-6200-6214-2301-0000-000  | 85.11           |
|         |           |                   |             | 054180 | 100-6200-6201-2301-0000-000  | 117.11          |
|         |           |                   |             |        | <b>Total :</b>               | <b>3,118.52</b> |
| 156745  | 6/23/2016 | 025906 HOME DEPOT | 21826       |        | ELEC- HARDWARE SUPPLIES      |                 |
|         |           |                   | 4013892     | 015509 | 520-8000-8009-2225-0548-000  | 364.50          |
|         |           |                   | 8972334     | 015509 | ELEC- HARDWARE SUPPLIES      |                 |
|         |           |                   |             | 015509 | 520-8000-8009-2225-0548-000  | 111.00          |
|         |           |                   |             |        | ELEC- HARDWARE SUPPLIES      |                 |

Bank code : boa

| Voucher | Date      | Vendor                                | Invoice     | PO #   | Description/Account            | Amount          |
|---------|-----------|---------------------------------------|-------------|--------|--------------------------------|-----------------|
| 156745  | 6/23/2016 | 025906 HOME DEPOT                     | (Continued) |        |                                |                 |
|         |           |                                       |             | 015509 | 520-8000-8009-2225-0548-000    | 50.00           |
|         |           |                                       |             |        | <b>Total :</b>                 | <b>525.50</b>   |
| 156746  | 6/23/2016 | 092080 HORIBA INSTRUMENTS INC.        | 5100281727  |        | ELEC- PARTS NEEDED POWER PLANT |                 |
|         |           |                                       |             | 015510 | 520-8000-8009-2225-0548-000    | 7,524.42        |
|         |           |                                       |             |        | <b>Total :</b>                 | <b>7,524.42</b> |
| 156747  | 6/23/2016 | 093974 HOT SHOTS ATHLETIC APPAREL, IN | 484         |        | COMM SVCS- BASKETBALL JERSEY'S |                 |
|         |           |                                       |             | 015765 | 100-6200-6204-2301-0000-000    | 552.50          |
|         |           |                                       |             |        | 100-6200-6204-2301-0000-000    | 49.73           |
|         |           |                                       |             |        | <b>Total :</b>                 | <b>602.23</b>   |
| 156748  | 6/23/2016 | 000164 HUB CONST SPECIALTIES, INC     | B03011729   |        | ST- MAINTENANCE MATERIALS      |                 |
|         |           |                                       | B03015331   | 054187 | 210-6150-6160-2301-0000-000    | 77.02           |
|         |           |                                       | B03015631   | 054187 | 210-6150-6160-2301-0000-000    | 69.56           |
|         |           |                                       |             | 054187 | ST- MAINTENANCE MATERIALS      |                 |
|         |           |                                       |             | 054187 | 210-6150-6160-2301-0000-000    | 680.95          |
|         |           |                                       |             |        | <b>Total :</b>                 | <b>827.53</b>   |
| 156749  | 6/23/2016 | 000164 HUB CONST SPECIALTIES, INC     | B03008390   |        | PARKS- MAINTENANCE MATERIAL    |                 |
|         |           |                                       | B03009874   | 015791 | 100-6150-6205-2301-0000-000    | 38.54           |
|         |           |                                       |             | 015791 | PARKS- MAINTENANCE MATERIAL    |                 |
|         |           |                                       |             |        | 100-6150-6205-2301-0000-000    | 19.27           |
|         |           |                                       |             |        | <b>Total :</b>                 | <b>57.81</b>    |
| 156750  | 6/23/2016 | 016765 HYDRO SCAPE                    | 9595021-01  |        | PARKS- LANDSCAPING SUPPLIES    |                 |
|         |           |                                       |             | 054188 | 100-6150-6205-2301-0000-000    | 243.56          |
|         |           |                                       |             |        | <b>Total :</b>                 | <b>243.56</b>   |
| 156751  | 6/23/2016 | 019129 IE ALARM SYSTEMS               | 93763       |        | BM- FIRE ALARM SYSTEM SERVICE  |                 |
|         |           |                                       |             | 015715 | 605-6150-6211-2250-8101-000    | 60.00           |
|         |           |                                       |             |        | <b>Total :</b>                 | <b>60.00</b>    |
| 156752  | 6/23/2016 | 093717 IN THE SWIM                    | 011266533   |        | COMM SVCS- CUSTOM SIGNS        |                 |
|         |           |                                       |             | 016356 | 100-6200-6203-1180-0000-000    | 81.83           |
|         |           |                                       |             |        | 100-6200-6203-1180-0000-000    | 6.55            |

Bank code : boa

| Voucher | Date      | Vendor                           | Invoice     | PO #   | Description/Account                                                    | Amount                         |
|---------|-----------|----------------------------------|-------------|--------|------------------------------------------------------------------------|--------------------------------|
| 156752  | 6/23/2016 | 093717 IN THE SWIM               | (Continued) |        |                                                                        |                                |
|         |           |                                  | 011416832   | 016356 | 762-2210-000<br>COMM SVCS- CUSTOM SIGNS<br>100-6200-6203-1180-0000-000 | -6.55<br>50.00                 |
|         |           |                                  |             |        |                                                                        | <b>Total :</b> <b>131.83</b>   |
| 156753  | 6/23/2016 | 046663 INFOSEND INC.             | 106064      |        | COMM SVCS- INSERT FEE- PAWS<br>100-6070-6071-2350-0000-000             | 163.86                         |
|         |           |                                  |             |        |                                                                        | <b>Total :</b> <b>163.86</b>   |
| 156754  | 6/23/2016 | 000276 INLAND WATER WORKS SUPPLY | 283892      | 016384 | W. INV- HARDWARE SUPPLIES<br>521-1500-000                              | 527.55                         |
|         |           |                                  | 284069      |        | 521-1500-000<br>W. INV- HARDWARE SUPPLIES                              | 42.20                          |
|         |           |                                  |             | 016384 | 521-1500-000                                                           | 208.70                         |
|         |           |                                  | 284201      |        | 521-1500-000<br>W. INV- HARDWARE SUPPLIES                              | 16.70                          |
|         |           |                                  |             | 016418 | 521-1500-000                                                           | 805.00                         |
|         |           |                                  |             |        | 521-1500-000                                                           | 64.40                          |
|         |           |                                  |             |        |                                                                        | <b>Total :</b> <b>1,664.55</b> |
| 156755  | 6/23/2016 | 000276 INLAND WATER WORKS SUPPLY | 283504      | 054189 | W- PIPE SUPPLIES<br>521-8100-8101-2301-0000-000                        | 448.16                         |
|         |           |                                  | 283505      |        | W- PIPE SUPPLIES                                                       |                                |
|         |           |                                  |             | 054189 | 521-8100-8101-2301-0000-000                                            | 4.33                           |
|         |           |                                  | 283683      |        | W- PIPING SUPPLIES                                                     |                                |
|         |           |                                  |             | 054189 | 521-8100-8101-2301-0000-000                                            | 208.92                         |
|         |           |                                  | 283707      |        | W- PIPING SUPPLIES                                                     |                                |
|         |           |                                  |             | 054189 | 521-8100-8101-2301-0000-000                                            | 398.37                         |
|         |           |                                  | 283712      |        | W- PIPING SUPPLIES                                                     |                                |
|         |           |                                  |             | 054189 | 521-8100-8101-2301-0000-000                                            | 31.84                          |
|         |           |                                  | 283773      |        | W- PIPING SUPPLIES                                                     |                                |
|         |           |                                  |             | 054189 | 521-8100-8101-2301-0000-000                                            | 113.66                         |
|         |           |                                  | 283830      |        | W- CREDIT                                                              |                                |
|         |           |                                  |             | 054189 | 521-8100-8101-2301-0000-000                                            | -208.44                        |
|         |           |                                  | 284070      |        | W- PIPE SUPPLIES                                                       |                                |
|         |           |                                  |             | 054189 | 521-8100-8101-2301-0000-000                                            | 206.11                         |

Bank code : boa

| Voucher | Date      | Vendor                                | Invoice               | PO #             | Description/Account                                                                                                  | Amount                                            |
|---------|-----------|---------------------------------------|-----------------------|------------------|----------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|
| 156755  | 6/23/2016 | 000276 INLAND WATER WORKS SUPPLY      | (Continued)<br>284208 | 054189           | W- PIPE SUPPLIES<br>521-8100-8101-2301-0000-000                                                                      | 807.55<br><b>Total : 2,010.50</b>                 |
| 156756  | 6/23/2016 | 029976 INTERNAL CONTROL POLYGRAPH     | 10865                 |                  | HR- PRE-EMPLOYMENT POLYGRAPHS<br>100-6030-6030-2342-0000-000                                                         | 140.00<br><b>Total : 140.00</b>                   |
| 156757  | 6/23/2016 | 093841 INTERWEST CONSULTING GROUP INC | 26883<br>27314        | 015978<br>015978 | DEV SVCS- PLAN CHECK SVCS<br>100-6300-6302-2350-0000-000<br>DEV SVCS- PLAN CHECK SVCS<br>100-6300-6302-2350-0000-000 | 3,845.39<br>530.86<br><b>Total : 4,376.25</b>     |
| 156758  | 6/23/2016 | 045184 JON'S FLAGS & POLES            | F75572                | 016411           | INV- FLAGS<br>100-1500-000<br>100-1500-000                                                                           | 596.00<br>47.68<br><b>Total : 643.68</b>          |
| 156759  | 6/23/2016 | 093888 KEARNEY PEARSON FORD           | COC-003               | 016062           | PD- POLICE UTILITY UNIT<br>100-6070-6071-4910-0000-000<br>100-6070-6071-4910-0000-000                                | 28,782.56<br>2,301.90<br><b>Total : 31,084.46</b> |
| 156760  | 6/23/2016 | 093056 LAWSON PRODUCTS                | 9304103181            | 016130           | WW- HARDWARE SUPPLIES<br>522-8200-8200-2301-0000-000                                                                 | 387.24<br><b>Total : 387.24</b>                   |
| 156761  | 6/23/2016 | 092174 LEGALSHIED                     | JUNE 16               |                  | PREMIUMS PROCESSED<br>762-2086-000                                                                                   | 269.01<br><b>Total : 269.01</b>                   |
| 156762  | 6/23/2016 | 093969 LEIDOS ENGINEERING, LLC        | INV-0003905228        | 016282           | ELEC- PROF ENGINEERING SVCS<br>520-8000-8003-3890-0107-000                                                           | 1,828.00<br><b>Total : 1,828.00</b>               |
| 156763  | 6/23/2016 | 060361 LEWIS, JENNIFER                | REBATE- PV SYSTEM     |                  | ELEC- RESIDENTIAL PV REBATE                                                                                          |                                                   |

Bank code : boa

| Voucher        | Date      | Vendor                                | Invoice                                                                                 | PO #                                                               | Description/Account                                                                                                                                                                                                                                                                                                                                                                                                                                | Amount                                                          |
|----------------|-----------|---------------------------------------|-----------------------------------------------------------------------------------------|--------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|
| 156763         | 6/23/2016 | 060361 LEWIS, JENNIFER                | (Continued)                                                                             |                                                                    | 520-8000-8006-2330-0555-540                                                                                                                                                                                                                                                                                                                                                                                                                        | 5,130.00                                                        |
| <b>Total :</b> |           |                                       |                                                                                         |                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>5,130.00</b>                                                 |
| 156764         | 6/23/2016 | 032193 LEXIS-NEXIS                    | 1630501-20160531                                                                        | 015685                                                             | PD- ADVANCED INVESTIGATIONS<br>100-6070-6071-2350-0000-000                                                                                                                                                                                                                                                                                                                                                                                         | 555.90                                                          |
| <b>Total :</b> |           |                                       |                                                                                         |                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>555.90</b>                                                   |
| 156765         | 6/23/2016 | 060363 LOPEZ, JOSEPH                  | 00450418                                                                                |                                                                    | CLOSING BILL CREDIT<br>520-2450-232                                                                                                                                                                                                                                                                                                                                                                                                                | 161.30                                                          |
| <b>Total :</b> |           |                                       |                                                                                         |                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>161.30</b>                                                   |
| 156766         | 6/23/2016 | 041927 LOU'S TIRE SERVICE             | 80015<br>80067                                                                          | 054196<br>054196                                                   | AUTOMOTIVE TIRES<br>608-6150-8700-2210-6160-000<br>AUTOMOTIVE TIRES<br>608-6150-8700-2210-6071-000                                                                                                                                                                                                                                                                                                                                                 | 120.55<br>542.68                                                |
| <b>Total :</b> |           |                                       |                                                                                         |                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>663.23</b>                                                   |
| 156767         | 6/23/2016 | 093703 MAILFINANCE INC.               | N5961270                                                                                | 015884                                                             | C. CLERK- LEASE- FOLDING MACHINE<br>100-6010-6010-2420-0000-000<br>100-6010-6010-2420-0000-000                                                                                                                                                                                                                                                                                                                                                     | 449.78<br>28.09                                                 |
| <b>Total :</b> |           |                                       |                                                                                         |                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>477.87</b>                                                   |
| 156768         | 6/23/2016 | 041081 MISSION LINEN SUPPLY & UNIFORM | 502393664<br>502404691<br>502404699<br>502413128<br>502440815<br>502458398<br>502458400 | 054197<br>054197<br>054197<br>054197<br>054197<br>054197<br>054197 | WW- UNIFORM RENTAL SERVICES<br>522-8200-8200-1170-0000-000<br>WW- UNIFORM RENTAL SERVICES<br>522-8200-8200-1170-0000-000<br>W- UNIFORM RENTAL SERVICES<br>521-8100-8101-1170-0000-000<br>PURCH- UNIFORM RENTAL SERVICES<br>100-6040-6043-1170-0000-000<br>WW- UNIFORM RENTAL SERVICES<br>522-8200-8200-1170-0000-000<br>W- UNIFORM RENTAL SERVICES<br>521-8100-8101-1170-0000-000<br>PURCH- UNIFORM RENTAL SERVICES<br>100-6040-6043-1170-0000-000 | 202.81<br>251.82<br>73.72<br>34.53<br>201.43<br>207.71<br>31.31 |

Bank code : boa

| Voucher | Date      | Vendor                                | Invoice     | PO #   | Description/Account            | Amount          |
|---------|-----------|---------------------------------------|-------------|--------|--------------------------------|-----------------|
| 156768  | 6/23/2016 | 041081 MISSION LINEN SUPPLY & UNIFORM | (Continued) |        |                                |                 |
|         |           |                                       | 502504591   |        | PURCH- UNIFORM RENTAL SERVICES |                 |
|         |           |                                       |             | 054197 | 100-6040-6043-1170-0000-000    | 31.31           |
|         |           |                                       | 502531985   |        | WW- UNIFORM RENTAL SERVICES    |                 |
|         |           |                                       |             | 054197 | 522-8200-8200-1170-0000-000    | 229.73          |
|         |           |                                       | 502550992   |        | W- UNIFORM RENTAL SERVICES     |                 |
|         |           |                                       |             | 054197 | 521-8100-8101-1170-0000-000    | 220.01          |
|         |           |                                       | 502550993   |        | ST- UNIFORM RENTAL SERVICES    |                 |
|         |           |                                       |             | 054197 | 210-6150-6160-1170-0000-000    | 6.48            |
|         |           |                                       | 502550994   |        | PURCH- UNIFORM RENTAL SERVICES |                 |
|         |           |                                       |             | 054197 | 100-6040-6043-1170-0000-000    | 31.89           |
|         |           |                                       | 502550997   |        | ST- UNIFORM RENTAL SERVICES    |                 |
|         |           |                                       |             | 054197 | 210-6150-6160-1170-0000-000    | 61.47           |
|         |           |                                       | 502550998   |        | PARKS- UNIFORM RENTAL SERVICES |                 |
|         |           |                                       |             | 054197 | 100-6150-6205-1170-0000-000    | 74.98           |
|         |           |                                       | 502550999   |        | LLMD- UNIFORM RENTAL SERVICES  |                 |
|         |           |                                       |             | 054197 | 701-6150-6220-1170-0000-000    | 15.84           |
|         |           |                                       | 502571301   |        | ST- UNIFORM RENTAL SERVICES    |                 |
|         |           |                                       |             | 054197 | 210-6150-6160-1170-0000-000    | 91.52           |
|         |           |                                       | 502571304   |        | ST- UNIFORM RENTAL SERVICES    |                 |
|         |           |                                       |             | 054197 | 210-6150-6160-1170-0000-000    | 63.58           |
|         |           |                                       | 502598181   |        | PURCH- UNIFORM RENTAL SERVICES |                 |
|         |           |                                       |             | 054197 | 100-6040-6043-1170-0000-000    | 31.89           |
|         |           |                                       | 502598187   |        | ST- UNIFORM RENTAL SERVICES    |                 |
|         |           |                                       |             | 054197 | 210-6150-6160-1170-0000-000    | 6.48            |
|         |           |                                       | 502598190   |        | ST- UNIFORM RENTAL SERVICES    |                 |
|         |           |                                       |             | 054197 | 210-6150-6160-1170-0000-000    | 75.52           |
|         |           |                                       | 502598191   |        | PARKS- UNIFORM RENTAL SERVICES |                 |
|         |           |                                       |             | 054197 | 100-6150-6205-1170-0000-000    | 74.98           |
|         |           |                                       | 502598193   |        | LLMD- UNIFORM RENTAL SERVICES  |                 |
|         |           |                                       |             | 054197 | 701-6150-6220-1170-0000-000    | 15.84           |
|         |           |                                       | 502638861   |        | BM- MAT RENTAL SERVICE         |                 |
|         |           |                                       |             | 054197 | 605-6150-6211-2350-0000-000    | 41.67           |
|         |           |                                       |             |        | <b>Total :</b>                 | <b>2,076.52</b> |
| 156769  | 6/23/2016 | 059177 NEW YORK LIFE                  | JUNE 16     |        | SUPP. LIFE INSURANCE PREMIUMS  |                 |
|         |           |                                       |             |        | 762-2205-000                   | 576.46          |

Bank code : boa

| Voucher | Date      | Vendor                      | Invoice      | PO #   | Description/Account                                      | Amount                          |
|---------|-----------|-----------------------------|--------------|--------|----------------------------------------------------------|---------------------------------|
| 156769  | 6/23/2016 | 059177 059177 NEW YORK LIFE | (Continued)  |        |                                                          | <b>Total : 576.46</b>           |
| 156770  | 6/23/2016 | 060360 NWAUGBALU, DOLAPO    | 1071219.015  |        | COMM SVCS- REFUND CLEANING DEF<br>100-6747-000           | 100.00<br><b>Total : 100.00</b> |
| 156771  | 6/23/2016 | 000681 OCLC, INC            | 0000464837   | 015424 | LIB- OCLC TCP/IP ACCESS<br>100-6200-6250-2302-0000-000   | 48.45<br><b>Total : 48.45</b>   |
| 156772  | 6/23/2016 | 045033 OFFICE DEPOT         | 841550310001 | 016406 | INV- OFFICE SUPPLIES<br>100-1500-000                     | 1,805.72                        |
|         |           |                             |              | 016406 | 100-1500-000                                             | 147.15                          |
|         |           |                             | 841550608001 | 016406 | INV- OFFICE SUPPLIES<br>100-1500-000                     | 33.68                           |
|         |           |                             |              | 016406 | 100-1500-000                                             | 165.94                          |
|         |           |                             |              | 016406 | 100-1500-000                                             | 13.59                           |
|         |           |                             | 841550609001 | 016406 | 100-1500-000                                             | 3.90                            |
|         |           |                             |              | 016406 | INV- OFFICE SUPPLIES<br>100-1500-000                     | 136.88                          |
|         |           |                             |              |        | 100-1500-000                                             | 10.95                           |
|         |           |                             |              |        | <b>Total : 2,317.81</b>                                  |                                 |
| 156773  | 6/23/2016 | 045033 OFFICE DEPOT         | 834843038001 | 054199 | C. CARE- OFFICE SUPPLIES<br>206-7200-7203-2300-0000-000  | 73.65                           |
|         |           |                             | 840538504001 | 054199 | ELEC- OFFICE SUPPLIES<br>520-8000-8009-2225-0548-000     | 136.66                          |
|         |           |                             |              | 054199 | 520-8000-8001-2300-0921-000                              | 24.80                           |
|         |           |                             | 840602844001 | 054199 | PD- OFFICE SUPPLIES<br>100-6070-6071-2300-0000-000       | 247.37                          |
|         |           |                             | 840785684001 | 054199 | PD- OFFICE SUPPLIES<br>100-6070-6071-2300-0000-000       | 64.80                           |
|         |           |                             | 841836626002 | 054199 | DEV SVCS- OFFICE SUPPLIES<br>100-6300-6301-2300-0000-000 | 58.31                           |
|         |           |                             | 841890313001 | 054199 | ELEC- OFFICE SUPPLIES<br>520-8000-8002-2301-0921-000     | 31.09                           |
|         |           |                             |              | 054199 | 526-8000-8035-2301-0921-000                              | 448.16                          |

Bank code : boa

| Voucher | Date      | Vendor                         | Invoice                     | PO #   | Description/Account         | Amount          |
|---------|-----------|--------------------------------|-----------------------------|--------|-----------------------------|-----------------|
| 156773  | 6/23/2016 | 045033 OFFICE DEPOT            | (Continued)<br>842031048001 |        | FIRE- OFFICE SUPPLIES       |                 |
|         |           |                                |                             | 054199 | 100-6090-6092-2300-0000-000 | 69.52           |
|         |           |                                | 843013738001                |        | PUBLIC BEN- OFFICE SUPPLIES |                 |
|         |           |                                |                             | 054199 | 526-8000-8035-2301-0921-000 | 340.57          |
|         |           |                                |                             |        | <b>Total :</b>              | <b>1,494.93</b> |
| 156774  | 6/23/2016 | 092396 ONE SOURCE DISTRIBUTORS | S5131720.001                |        | ELEC INV- HARDWARE SUPPLIES |                 |
|         |           |                                |                             | 016370 | 520-1500-154                | 1,100.00        |
|         |           |                                |                             |        | 520-1500-154                | 88.00           |
|         |           |                                | S5145540.001                |        | ELEC INV- HARDWARE SUPPLIES |                 |
|         |           |                                |                             | 016394 | 520-1500-154                | 376.25          |
|         |           |                                |                             |        | 520-1500-154                | 30.10           |
|         |           |                                |                             |        | <b>Total :</b>              | <b>1,594.35</b> |
| 156775  | 6/23/2016 | 093839 P & P UNIFORMS          | 403625/4                    |        | PD- UNIFORM (M. HADDEN)     |                 |
|         |           |                                |                             | 054200 | 100-6070-6071-1170-0000-000 | 204.08          |
|         |           |                                |                             |        | <b>Total :</b>              | <b>204.08</b>   |
| 156776  | 6/23/2016 | 001712 PACIFIC ALARM SERVICE   | P98599                      |        | BM- ALARM SERVICE           |                 |
|         |           |                                |                             | 054225 | 605-6150-6211-2250-6211-000 | 83.00           |
|         |           |                                | P98617                      |        | BM- ALARM SERVICES          |                 |
|         |           |                                |                             | 054225 | 605-6150-6211-2250-6211-000 | 97.50           |
|         |           |                                | R119720                     |        | BM- ALARM SERVICES          |                 |
|         |           |                                |                             | 054225 | 605-6150-6211-2250-6211-000 | 61.50           |
|         |           |                                |                             | 054225 | 605-6150-6211-2250-8101-000 | 61.50           |
|         |           |                                | R120849                     |        | BM- ALARM SERVICES          |                 |
|         |           |                                |                             | 054225 | 605-6150-6211-2250-6250-000 | 57.00           |
|         |           |                                | R120850                     |        | BM- ALARM SERVICES          |                 |
|         |           |                                |                             | 054225 | 605-6150-6211-2250-6202-000 | 260.00          |
|         |           |                                | R120851                     |        | BM- ALARM SERVICE           |                 |
|         |           |                                |                             | 054225 | 605-6150-6211-2250-6091-000 | 61.00           |
|         |           |                                | R120852                     |        | BM- ALARM SERVICE           |                 |
|         |           |                                |                             | 054225 | 605-6150-6211-2250-6250-000 | 147.00          |
|         |           |                                | R120854                     |        | BM- ALARM SERVICES          |                 |
|         |           |                                |                             | 054225 | 605-6150-6211-2250-6213-000 | 41.00           |
|         |           |                                | R120855                     |        | BM- ALARM SERVICE           |                 |

Bank code : boa

| Voucher | Date      | Vendor                                | Invoice          | PO #   | Description/Account                                     | Amount          |
|---------|-----------|---------------------------------------|------------------|--------|---------------------------------------------------------|-----------------|
| 156776  | 6/23/2016 | 001712 PACIFIC ALARM SERVICE          | (Continued)      |        |                                                         |                 |
|         |           |                                       | R120856          | 054225 | 605-6150-6211-2250-6213-000<br>BM- ALARM SERVICE        | 175.00          |
|         |           |                                       | R120857          | 054225 | 605-6150-6211-2250-6091-000<br>BM- ALARM SERVICE        | 53.50           |
|         |           |                                       |                  | 054225 | 605-6150-6211-2250-6218-000                             | 124.00          |
|         |           |                                       |                  |        | <b>Total :</b>                                          | <b>1,222.00</b> |
| 156777  | 6/23/2016 | 046534 PACIFIC PRODUCTS & SERVICES    | 20768            |        | ST- STREET SIGN MATERIAL                                |                 |
|         |           |                                       | 20769            | 015783 | 210-6150-6160-2301-0000-000                             | 637.20          |
|         |           |                                       |                  | 015783 | ST- STREET SIGN MATERIAL<br>210-6150-6160-2301-0000-000 | 90.72           |
|         |           |                                       |                  |        | <b>Total :</b>                                          | <b>727.92</b>   |
| 156778  | 6/23/2016 | 023172 PEREZ, HENRY                   | RECERT FEES-2016 |        | FIRE- REIMB. PARAMEDIC RECERT FEES                      |                 |
|         |           |                                       |                  |        | 100-6090-6091-1161-0000-000                             | 260.00          |
|         |           |                                       |                  |        | <b>Total :</b>                                          | <b>260.00</b>   |
| 156779  | 6/23/2016 | 041699 POSITIVE PROMOTIONS            | 05533029         |        | FIRE- SAFETY PROMO ITEMS                                |                 |
|         |           |                                       |                  | 016344 | 100-6090-6092-2405-0000-000                             | 827.98          |
|         |           |                                       |                  |        | 100-6090-6092-2405-0000-000                             | 66.24           |
|         |           |                                       |                  |        | 762-2210-000                                            | -66.24          |
|         |           |                                       |                  |        | <b>Total :</b>                                          | <b>827.98</b>   |
| 156780  | 6/23/2016 | 092540 PRAXAIR DISTRIBUTION           | 55232229         |        | ELEC- VARIOUS GASES                                     |                 |
|         |           |                                       | 55256083         | 015523 | 520-8000-8009-2225-0548-000                             | 124.20          |
|         |           |                                       |                  | 015523 | ELEC- VARIOUS GASES<br>520-8000-8009-2225-0548-000      | 844.40          |
|         |           |                                       |                  |        | <b>Total :</b>                                          | <b>968.60</b>   |
| 156781  | 6/23/2016 | 093977 PRECISION INSTRUMENTATION COMP | 201606078        |        | ELEC- INSTRUMENTATION EQUIP.                            |                 |
|         |           |                                       |                  | 015760 | 520-8000-8009-2225-0548-000                             | 783.09          |
|         |           |                                       |                  |        | <b>Total :</b>                                          | <b>783.09</b>   |
| 156782  | 6/23/2016 | 003050 PROFLAME GAS                   | 3051802015       |        | ELEC- ANNUAL TANK RENTAL                                |                 |
|         |           |                                       |                  | 015472 | 520-8000-8003-2255-0592-100                             | 106.92          |
|         |           |                                       |                  |        | <b>Total :</b>                                          | <b>106.92</b>   |

Bank code : boa

| Voucher | Date      | Vendor                                | Invoice             | PO #   | Description/Account               | Amount           |
|---------|-----------|---------------------------------------|---------------------|--------|-----------------------------------|------------------|
| 156783  | 6/23/2016 | 093499 PROFORMA EXPRESS GRAPHICS      | 9015601220          |        | ELEC- PRINTING SERVICES           |                  |
|         |           |                                       |                     | 054202 | 520-8000-8003-2301-0921-000       | 466.13           |
|         |           |                                       | 9015601251          |        | DEV SVCS- PRINTING SERVICES       |                  |
|         |           |                                       |                     | 054202 | 100-6300-6301-2300-0000-000       | 512.01           |
|         |           |                                       |                     |        | <b>Total :</b>                    | <b>978.14</b>    |
| 156784  | 6/23/2016 | 014316 PRUDENTIAL OVERALL SUPPLY      | 22250925            |        | ELEC- UNIFORM RENTAL SERVICES     |                  |
|         |           |                                       |                     | 054229 | 520-8000-8009-2225-0548-000       | 58.35            |
|         |           |                                       | 22252336            |        | ELEC- UNIFORM RENTAL SERVICES     |                  |
|         |           |                                       |                     | 054229 | 520-8000-8004-1170-0926-000       | 233.45           |
|         |           |                                       |                     | 054229 | 520-8000-8002-2301-0921-000       | 25.30            |
|         |           |                                       | 22252337            |        | ELEC- UNIFORM RENTAL SERVICES     |                  |
|         |           |                                       |                     | 054229 | 520-8000-8003-1170-0926-000       | 106.70           |
|         |           |                                       | 22254453            |        | ELEC- UNIFORM RENTAL SERVICES     |                  |
|         |           |                                       |                     | 054229 | 520-8000-8009-2225-0548-000       | 58.35            |
|         |           |                                       | 22255847            |        | ELEC- UNIFORM RENTAL SERVICES     |                  |
|         |           |                                       |                     | 054229 | 520-8000-8004-1170-0926-000       | 233.45           |
|         |           |                                       |                     | 054229 | 520-8000-8002-2301-0921-000       | 25.30            |
|         |           |                                       | 22255848            |        | ELEC- UNIFORM RENTAL SERVICES     |                  |
|         |           |                                       |                     | 054229 | 520-8000-8003-1170-0926-000       | 106.70           |
|         |           |                                       |                     |        | <b>Total :</b>                    | <b>847.60</b>    |
| 156785  | 6/23/2016 | 027892 RDO EQUIPMENT COMPANY          | W33921              |        | AUTO PARTS                        |                  |
|         |           |                                       |                     | 015876 | 608-6150-8700-2210-8200-000       | 472.50           |
|         |           |                                       |                     |        | <b>Total :</b>                    | <b>472.50</b>    |
| 156786  | 6/23/2016 | 093905 RIGHT OF WAY INC.              | 22291               |        | ST- TRAFFIC CONTROL EQUIPMENT     |                  |
|         |           |                                       |                     | 054205 | 210-6150-6160-2301-0000-000       | 965.09           |
|         |           |                                       |                     |        | <b>Total :</b>                    | <b>965.09</b>    |
| 156787  | 6/23/2016 | 093911 RIVERSIDE COUNTY DEPARTMENT OF | AN0000000745        |        | PD- ANIMAL SHELTER SERVICE        |                  |
|         |           |                                       |                     | 015539 | 100-6070-6071-2350-0000-000       | 15,053.00        |
|         |           |                                       |                     |        | <b>Total :</b>                    | <b>15,053.00</b> |
| 156788  | 6/23/2016 | 093950 ROBERT D. GOSNEY CONSTRUCTION  | #8- BRIDGE 54C-0079 |        | CIP- BRIDGE SEISMIC RETROFIT PRO. |                  |
|         |           |                                       |                     | 015383 | 450-0636-6989-3890-0000-000       | 59.64            |
|         |           |                                       |                     | 015383 | 225-0636-6150-3890-0000-000       | 43,450.53        |

Bank code : boa

| Voucher | Date      | Vendor                               | Invoice     | PO #   | Description/Account              | Amount           |
|---------|-----------|--------------------------------------|-------------|--------|----------------------------------|------------------|
| 156788  | 6/23/2016 | 093950 ROBERT D. GOSNEY CONSTRUCTION | (Continued) |        |                                  |                  |
|         |           |                                      |             | 015383 | 450-0636-6989-3890-0000-000      | 5,569.83         |
|         |           |                                      |             |        | 225-2460-000                     | -2,172.53        |
|         |           |                                      |             |        | 450-2460-000                     | -281.47          |
|         |           |                                      |             |        | <b>Total :</b>                   | <b>46,626.00</b> |
| 156789  | 6/23/2016 | 059159 ROSALES, GLORIA               | 2007782.015 |        | COMM SVCS- REFUND CLASS FEE      |                  |
|         |           |                                      |             |        | 100-6750-000                     | 32.00            |
|         |           |                                      |             |        | <b>Total :</b>                   | <b>32.00</b>     |
| 156790  | 6/23/2016 | 060358 ROSALES, JENNIFER             | 00780370    |        | DEPOSIT REFUND                   |                  |
|         |           |                                      |             |        | 520-2450-232                     | 315.00           |
|         |           |                                      |             |        | <b>Total :</b>                   | <b>315.00</b>    |
| 156791  | 6/23/2016 | 016258 ROYAL WHOLESALE ELECTRIC      | 6441-499073 |        | ELEC- ELECTRICAL SUPPLIES        |                  |
|         |           |                                      | 6441-508493 | 015887 | 520-8000-8009-2225-0548-000      | 232.46           |
|         |           |                                      |             | 015887 | ELEC- ELECTRICAL SUPPLIES        |                  |
|         |           |                                      |             |        | 520-8000-8009-2225-0548-000      | 15,279.67        |
|         |           |                                      |             |        | <b>Total :</b>                   | <b>15,512.13</b> |
| 156792  | 6/23/2016 | 014111 SAN BERNARDINO COUNTY         | 19458       |        | FIRE- MHZ RADIO LABOR            |                  |
|         |           |                                      |             |        | 100-6090-6091-2240-0000-000      | 41.32            |
|         |           |                                      |             |        | <b>Total :</b>                   | <b>41.32</b>     |
| 156793  | 6/23/2016 | 093642 SHRED-IT USA INC.             | 9410735529  |        | PD- DOCUMENT DESTRUCTION SVC     |                  |
|         |           |                                      | 9410923195  | 015549 | 100-6070-6071-2350-0000-000      | 140.70           |
|         |           |                                      |             | 015549 | PD- DOCUMENT DESTRUCTION         |                  |
|         |           |                                      |             |        | 100-6070-6071-2350-0000-000      | 110.25           |
|         |           |                                      |             |        | <b>Total :</b>                   | <b>250.95</b>    |
| 156794  | 6/23/2016 | 046087 SIERRA VISTA BAPTIST CHURCH   | #68         |        | C. CARE- PRESCHOOL LEASE         |                  |
|         |           |                                      |             |        | 206-7200-7203-2421-0000-000      | 1,625.00         |
|         |           |                                      |             |        | <b>Total :</b>                   | <b>1,625.00</b>  |
| 156795  | 6/23/2016 | 000224 SMART AND FINAL IRIS CO       | 06/03/16    |        | COMM SVCS- SUPPLIES FOR DAY CAMP |                  |
|         |           |                                      | 06/07/16    | 054208 | 100-6200-6209-2301-0000-000      | 113.82           |
|         |           |                                      |             | 054208 | COMM SVCS- SUPPLIES FOR DAY CAMP |                  |
|         |           |                                      |             |        | 100-6200-6209-2301-0000-000      | 69.37            |

Bank code : boa

| Voucher | Date      | Vendor                               | Invoice                 | PO #   | Description/Account                                               | Amount          |
|---------|-----------|--------------------------------------|-------------------------|--------|-------------------------------------------------------------------|-----------------|
| 156795  | 6/23/2016 | 000224 SMART AND FINAL IRIS CO       | (Continued)<br>06/10/16 |        |                                                                   |                 |
|         |           |                                      | 155282                  | 054208 | COMM SVCS- SUPPLIES- DAY CAMP<br>100-6200-6209-2301-0000-000      | 179.09          |
|         |           |                                      |                         | 054208 | COMM SVCS- SUPPLIES- REC CENTEF<br>100-6200-6213-2301-0000-000    | 24.68           |
|         |           |                                      |                         |        | <b>Total :</b>                                                    | <b>386.96</b>   |
| 156796  | 6/23/2016 | 092670 SO CAL LOCKSMITH              | 32217                   | 054209 | COMM SVCS- LOCK PARTS AND SVCS<br>100-6200-6208-2301-0000-000     | 60.00           |
|         |           |                                      | 33018                   |        | BM- LOCK PARTS AND SERVICE                                        |                 |
|         |           |                                      | 33081                   | 054209 | 605-6150-6211-2250-6205-000                                       | 19.33           |
|         |           |                                      | 33467                   | 054209 | BM- LOCK PARTS AND SERVICE<br>605-6150-6211-2250-6205-000         | 18.49           |
|         |           |                                      |                         | 054209 | COMM SVCS- LOCK PARTS AND SERVICES<br>100-6200-6212-2301-0000-000 | 14.85           |
|         |           |                                      |                         |        | <b>Total :</b>                                                    | <b>112.67</b>   |
| 156797  | 6/23/2016 | 025294 SOUTH COAST AIR QUALITY       | 2963587                 |        | W- AQMD FEES-GEN DIESEL<br>521-8100-8101-2241-0000-000            | 354.86          |
|         |           |                                      | 2963592                 |        | W- AQMD FEES-GEN DIESEL<br>521-8100-8101-2241-0000-000            | 354.86          |
|         |           |                                      | 2964797                 |        | EMISSIONS FEES<br>521-8100-8101-2241-0000-000                     | 124.35          |
|         |           |                                      | 2964802                 |        | W- EMISSIONS FEES<br>521-8100-8101-2241-0000-000                  | 124.35          |
|         |           |                                      |                         |        | <b>Total :</b>                                                    | <b>958.42</b>   |
| 156798  | 6/23/2016 | 003181 SOUTHERN CALIFORNIA GAS CO    | 099-236-3108-0-0616     |        | ELEC- NATURAL GAS TRANSMISSION<br>520-8000-8009-2321-0547-000     | 50.00           |
|         |           |                                      |                         |        | <b>Total :</b>                                                    | <b>50.00</b>    |
| 156799  | 6/23/2016 | 045534 SOUTHERN CALIFORNIA POOL GUYS | 118905                  | 015903 | COMM SVCS- POOL MAINTENANCE<br>100-6200-6203-2350-0000-000        | 1,200.00        |
|         |           |                                      |                         |        | <b>Total :</b>                                                    | <b>1,200.00</b> |
| 156800  | 6/23/2016 | 000234 SQUIRES LUMBER COMPANY        | 308621                  | 054212 | BM- MAINTENANCE MATERIAL<br>605-6150-6211-2250-0000-000           | 10.78           |

Bank code : boa

| Voucher | Date      | Vendor                        | Invoice     | PO #   | Description/Account         | Amount        |
|---------|-----------|-------------------------------|-------------|--------|-----------------------------|---------------|
| 156800  | 6/23/2016 | 000234 SQUIRES LUMBER COMPANY | (Continued) |        |                             |               |
|         |           |                               | 308653      |        | W- MAINTENANCE MATERIAL     |               |
|         |           |                               |             | 054212 | 521-8100-8101-2411-0000-000 | 15.74         |
|         |           |                               | 308654      |        | W- MAINTENANCE MATERIAL     |               |
|         |           |                               |             | 054212 | 521-8100-8101-2411-0000-000 | 4.31          |
|         |           |                               | 308683      |        | WW- MAINTENANCE MATERIAL    |               |
|         |           |                               |             | 054212 | 522-8200-8200-2257-0000-000 | 32.37         |
|         |           |                               | 308702      |        | W- MAINTENANCE MATERIAL     |               |
|         |           |                               |             | 054212 | 521-8100-8101-1180-0000-000 | 14.03         |
|         |           |                               | 308705      |        | W- MAINTENANCE MATERIAL     |               |
|         |           |                               |             | 054212 | 521-8100-8101-2301-0000-000 | 131.36        |
|         |           |                               | 308708      |        | W- MAINTENANCE MATERIAL     |               |
|         |           |                               |             | 054212 | 521-8100-8101-2301-0000-000 | 8.07          |
|         |           |                               | 308718      |        | WW- MAINTENANCE MATERIAL    |               |
|         |           |                               |             | 054212 | 522-8200-8200-1180-0000-000 | 18.98         |
|         |           |                               | 308755      |        | W- MAINTENANCE MATERIAL     |               |
|         |           |                               |             | 054212 | 521-8100-8101-2301-0000-000 | 71.26         |
|         |           |                               | 308770      |        | W- CREDIT                   |               |
|         |           |                               |             | 054212 | 521-8100-8101-2411-0000-000 | -41.03        |
|         |           |                               | 308788      |        | BM- MAINTENANCE MATERIAL    |               |
|         |           |                               |             | 054212 | 605-6150-6211-2250-0000-000 | 43.23         |
|         |           |                               | 308881      |        | ELEC- MAINTENANCE MATERIAL  |               |
|         |           |                               |             | 054212 | 520-8000-8004-2301-0921-000 | 21.20         |
|         |           |                               | 308882      |        | ELEC- MAINTENANCE MATERIAL  |               |
|         |           |                               |             | 054212 | 520-8000-8004-2301-0921-000 | 12.51         |
|         |           |                               | 308889      |        | BM- MAINTENANCE MATERIAL    |               |
|         |           |                               |             | 054212 | 605-6150-6211-2250-6217-000 | 10.79         |
|         |           |                               | 308935      |        | BM- MAINTENANCE MATERIAL    |               |
|         |           |                               |             | 054212 | 605-6150-6211-2250-6211-000 | 34.52         |
|         |           |                               |             |        | <b>Total :</b>              | <b>388.12</b> |
| 156801  | 6/23/2016 | 000234 SQUIRES LUMBER COMPANY | 308720      |        | ST- MAINTENANCE MATERIAL    |               |
|         |           |                               |             | 015835 | 210-6150-6160-2301-0000-000 | 11.34         |
|         |           |                               | 308735      |        | ST- MAINTENANCE MATERIAL    |               |
|         |           |                               |             | 015835 | 210-6150-6160-2301-0000-000 | 8.60          |
|         |           |                               | 308825      |        | ST- MAINTENANCE MATERIAL    |               |
|         |           |                               |             | 015835 | 210-6150-6160-2301-0000-000 | 24.82         |

Bank code : boa

| Voucher        | Date      | Vendor                                | Invoice               | PO #   | Description/Account                                               | Amount           |
|----------------|-----------|---------------------------------------|-----------------------|--------|-------------------------------------------------------------------|------------------|
| 156801         | 6/23/2016 | 000234 SQUIRES LUMBER COMPANY         | (Continued)<br>308835 | 015835 | ST- MAINTENANCE MATERIAL<br>210-6150-6160-2301-0000-000           | 24.82            |
| <b>Total :</b> |           |                                       |                       |        |                                                                   | <b>69.58</b>     |
| 156802         | 6/23/2016 | 002327 STATE OF CALIF / JUSTICE DEPT  | 167841                | 015550 | PD- FINGERPRINTING SERVICE<br>100-6070-6071-2350-0000-000         | 32.00            |
| <b>Total :</b> |           |                                       |                       |        |                                                                   | <b>32.00</b>     |
| 156803         | 6/23/2016 | 016809 STATE OF CALIFORNIA            | 1607E52040            |        | W- SAFE DRINKING WATER BOND<br>364-1990-000                       | 15,783.12        |
| <b>Total :</b> |           |                                       |                       |        |                                                                   | <b>15,783.12</b> |
| 156804         | 6/23/2016 | 018487 STATER BROS MARKET             | C0220- 05/16          | 054214 | SUPPLIES (VARIOUS DEPTS)<br>206-7200-7203-2305-0000-000           | 534.44           |
|                |           |                                       |                       | 054214 | 100-6070-6071-2301-0000-000                                       | 74.67            |
|                |           |                                       |                       | 054214 | 100-6090-6091-2301-0000-000                                       | 41.17            |
|                |           |                                       |                       | 054214 | 100-6200-6215-2301-0000-000                                       | 88.92            |
|                |           |                                       |                       | 054214 | 206-7200-7204-2305-0000-000                                       | 25.73            |
|                |           |                                       |                       | 054214 | 100-6200-6214-2301-0000-000                                       | 30.99            |
|                |           |                                       |                       | 054214 | 100-6200-6201-2301-0000-000                                       | 32.18            |
| <b>Total :</b> |           |                                       |                       |        |                                                                   | <b>828.10</b>    |
| 156805         | 6/23/2016 | 036245 STEVEN ENTERPRISES INC         | 0357077-IN            | 015628 | ELEC- MAINTENANCE SUPPLIES<br>520-8000-8002-2240-0592-100         | 254.77           |
| <b>Total :</b> |           |                                       |                       |        |                                                                   | <b>254.77</b>    |
| 156806         | 6/23/2016 | 059098 SUAREZ, MARIO                  | 06/07-06/12/16        |        | DEV SVCS- TRAVEL/REGIS. (CNU CONF)<br>100-6300-6301-2280-0000-000 | 428.76           |
|                |           |                                       |                       |        | 100-6300-6302-2280-0000-000                                       | 996.88           |
| <b>Total :</b> |           |                                       |                       |        |                                                                   | <b>1,425.64</b>  |
| 156807         | 6/23/2016 | 092896 SWANK MOTION PICTURES INC.     | DB2192349             | 016322 | COMM SVCS- DVD RENTAL<br>100-6200-6202-2241-0000-000              | 375.00           |
| <b>Total :</b> |           |                                       |                       |        |                                                                   | <b>375.00</b>    |
| 156808         | 6/23/2016 | 093833 SWISHER HYGIENE FRANCHISE CORP | 6H03080584            | 016134 | COMM SVCS- RESTROOM MAINT.<br>100-6200-6217-2350-0000-000         | 95.00            |

Bank code : boa

| Voucher        | Date      | Vendor                                | Invoice                           | PO #                       | Description/Account                                                                                                           | Amount                  |
|----------------|-----------|---------------------------------------|-----------------------------------|----------------------------|-------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| 156808         | 6/23/2016 | 093833 SWISHER HYGIENE FRANCHISE CORP | (Continued)<br>6H03095743         | 016134                     | COMM SVCS- RESTROOM MAINT.<br>100-6200-6217-2350-0000-000                                                                     | 95.00                   |
| <b>Total :</b> |           |                                       |                                   |                            |                                                                                                                               | <b>190.00</b>           |
| 156809         | 6/23/2016 | 093146 TIME WARNER CABLE              | 844840- JUNE 16<br>844840- MAY 16 |                            | COMM SVCS- CABLE SERVICES<br>100-6200-6217-2301-0000-000<br>COMM SVCS- CABLE SERVICES<br>100-6200-6217-2301-0000-000          | 60.10                   |
| <b>Total :</b> |           |                                       |                                   |                            |                                                                                                                               | <b>112.21</b>           |
| 156810         | 6/23/2016 | 014681 UNDERGROUND SERVICE ALERT      | 520160160                         | 015521<br>015521<br>015521 | ELEC- UNDERGROUND SERVICE ALERTS<br>520-8000-8001-2350-0923-000<br>521-8100-8101-2301-0000-000<br>522-8200-8200-2301-0000-000 | 52.51<br>52.49<br>52.50 |
| <b>Total :</b> |           |                                       |                                   |                            |                                                                                                                               | <b>157.50</b>           |
| 156811         | 6/23/2016 | 093984 VCA CODE GROUP                 | 71849                             | 015870                     | DEV SVCS- INSPECTIONS SERVICES<br>100-6300-6302-2350-0000-000                                                                 | 6,925.40                |
| <b>Total :</b> |           |                                       |                                   |                            |                                                                                                                               | <b>6,925.40</b>         |
| 156812         | 6/23/2016 | 093999 VERIZON BUSINESS SOLUTIONS     | 69790037                          | 016043                     | PD- T-1 DEDICATED LINE<br>100-6070-6071-2310-0000-000                                                                         | 1,033.22                |
| <b>Total :</b> |           |                                       |                                   |                            |                                                                                                                               | <b>1,033.22</b>         |
| 156813         | 6/23/2016 | 093406 VERIZON WIRELESS               | 9765644089<br>9765644091          | 054219<br>054219           | I.S.- CELLULAR SERVICES<br>606-6040-6044-2310-0000-000<br>DEV SVCS- CELLULAR SERVICES<br>100-6300-6301-2310-0000-000          | 490.82<br>107.54        |
| <b>Total :</b> |           |                                       |                                   |                            |                                                                                                                               | <b>598.36</b>           |
| 156814         | 6/23/2016 | 093660 VOHNE LICHE KENNELS, INC.      | 10926                             | 015456                     | PD- HANDLER & K-9 TRAINING<br>100-6070-6071-1160-0000-000                                                                     | 175.00                  |
| <b>Total :</b> |           |                                       |                                   |                            |                                                                                                                               | <b>175.00</b>           |
| 156815         | 6/23/2016 | 000159 W W GRAINGER, INC              | 9093352988<br>9098322622          | 054221                     | W- MAINTENANCE SUPPLIES<br>521-8100-8101-2301-0000-000<br>WW- MAINTENANCE SUPPLIES                                            | 47.04                   |

Bank code : boa

| Voucher | Date      | Vendor                                | Invoice     | PO #   | Description/Account                                       | Amount            |
|---------|-----------|---------------------------------------|-------------|--------|-----------------------------------------------------------|-------------------|
| 156815  | 6/23/2016 | 000159 W W GRAINGER, INC              | (Continued) |        |                                                           |                   |
|         |           |                                       | 9098322630  | 054221 | 522-8200-8200-2301-0000-000<br>WW- MAINTENANCE SUPPLIES   | 157.62            |
|         |           |                                       | 9099268139  | 054221 | 522-8200-8200-2301-0000-000<br>WW- MAINTENANCE SUPPLIES   | 672.28            |
|         |           |                                       | 9119952225  | 054221 | 522-8200-8200-2301-0000-000<br>ELEC- MAINTENANCE SUPPLIES | 218.17            |
|         |           |                                       | 9122510606  | 054221 | 520-8000-8003-2255-0592-100<br>ELEC- MAINTENANCE SUPPLIES | 64.20             |
|         |           |                                       | 9122510614  | 054221 | 520-8000-8003-2255-0592-100<br>ELEC- MAINTENANCE SUPPLIES | 32.10             |
|         |           |                                       | 9122510630  | 054221 | 520-8000-8003-2255-0592-100<br>ELEC- MAINTENANCE SUPPLIES | 96.29             |
|         |           |                                       | 9122510648  | 054221 | 520-8000-8003-2255-0592-100<br>ELEC- MAINTENANCE SUPPLIES | 118.20            |
|         |           |                                       | 9122530661  | 054221 | 520-8000-8003-2255-0592-100<br>ELEC- MAINTENANCE SUPPLIES | 39.40             |
|         |           |                                       | 9122530679  | 054221 | 520-8000-8003-2255-0592-100<br>ELEC- MAINTENANCE SUPPLIES | 1,026.69          |
|         |           |                                       |             | 054221 | 520-8000-8003-2255-0592-100                               | 1,026.69          |
|         |           |                                       |             |        | <b>Total :</b>                                            | <b>3,498.68</b>   |
| 156816  | 6/23/2016 | 000159 W W GRAINGER, INC              | 9096510186  |        | ELEC- INDUSTRIAL SUPPLIES                                 |                   |
|         |           |                                       | 9096731444  | 015464 | 520-8000-8009-2225-0548-000<br>ELEC- INDUSTRIAL SUPPLIES  | 102.43            |
|         |           |                                       |             | 015464 | 520-8000-8009-2225-0548-000                               | 242.13            |
|         |           |                                       |             |        | <b>Total :</b>                                            | <b>344.56</b>     |
| 156817  | 6/23/2016 | 094034 WE-DO EQUIPMENT REPAIR & SUPPL | W114459     |        | INV- HARDWARE SUPPLIES                                    |                   |
|         |           |                                       |             | 016381 | 100-1500-000<br>100-1500-000                              | 151.90<br>12.15   |
|         |           |                                       |             |        | <b>Total :</b>                                            | <b>164.05</b>     |
| 156818  | 6/23/2016 | 000750 WESCO DISTRIBUTION INC         | 782983      |        | ELEC INV- HARDWARE SUPPLIES                               |                   |
|         |           |                                       |             | 016366 | 520-1500-154<br>520-1500-154                              | 1,109.12<br>88.73 |
|         |           |                                       | 798192      |        | ELEC INV- HARDWARE SUPPLIES                               |                   |

Bank code : boa

| Voucher | Date      | Vendor                            | Invoice            | PO #   | Description/Account             | Amount           |
|---------|-----------|-----------------------------------|--------------------|--------|---------------------------------|------------------|
| 156818  | 6/23/2016 | 000750 WESCO DISTRIBUTION INC     | (Continued)        |        |                                 |                  |
|         |           |                                   |                    | 016366 | 520-1500-154                    | 566.40           |
|         |           |                                   |                    |        | 520-1500-154                    | 45.31            |
|         |           |                                   |                    |        | <b>Total :</b>                  | <b>1,809.56</b>  |
| 156819  | 6/23/2016 | 092977 WEST COAST LIGHTS & SIRENS | 13205              |        | PD- EQUIPMENT FOR ARMC          |                  |
|         |           |                                   |                    | 016063 | 100-6070-6071-4910-0000-000     | 11,847.31        |
|         |           |                                   |                    |        | 100-6070-6071-4910-0000-000     | 762.38           |
|         |           |                                   |                    |        | <b>Total :</b>                  | <b>12,609.69</b> |
| 156820  | 6/23/2016 | 093780 WEST POWER INC.            | 2016-78-9985       |        | ELEC- ENG. SVCS FOR SUBSTATIONS |                  |
|         |           |                                   |                    | 013605 | 520-8000-8040-3890-0107-000     | 22,762.50        |
|         |           |                                   |                    |        | <b>Total :</b>                  | <b>22,762.50</b> |
| 156821  | 6/23/2016 | 003171 WEST VALLEY WATER DISTRICT | 23577-23504- 0616  |        | LLMD- WATER SERVICES            |                  |
|         |           |                                   | 24015-23926- 0616  |        | 702-6150-6210-2320-0000-000     | 71.61            |
|         |           |                                   | 24843-24702- 06/16 |        | LLMD- WATER SERVICES            |                  |
|         |           |                                   | 25241-25078- 06/16 |        | 702-6150-6210-2320-0000-000     | 71.61            |
|         |           |                                   | 25493-25320- 06/16 |        | LLMD- WATER SERVICES            |                  |
|         |           |                                   | 25495-25322- 06/16 |        | 702-6150-6210-2320-0000-000     | 90.02            |
|         |           |                                   | 25875-25680- 06/16 |        | LLMD- WATER SERVICES            |                  |
|         |           |                                   | 26061-25862- 06/16 |        | 702-6150-6210-2320-0000-000     | 90.02            |
|         |           |                                   | 26529-26320- 06/16 |        | LLMD- WATER SERVICES            |                  |
|         |           |                                   |                    |        | 702-6150-6210-2320-0000-000     | 25.05            |
|         |           |                                   |                    |        | <b>Total :</b>                  | <b>814.72</b>    |
| 156822  | 6/23/2016 | 003478 WESTERN WATER WORKS SUPPLY | 417832-00          |        | W. INV.- HARDWARE SUPPLIES      |                  |
|         |           |                                   |                    | 016388 | 521-1500-000                    | 2,566.67         |
|         |           |                                   |                    |        | 521-1500-000                    | 205.33           |

Bank code : boa

| Voucher | Date      | Vendor | Invoice                                          | PO #   | Description/Account                   | Amount                  |
|---------|-----------|--------|--------------------------------------------------|--------|---------------------------------------|-------------------------|
| 156822  | 6/23/2016 | 003478 | 003478 WESTERN WATER WORKS SUPPLY                |        | (Continued)                           | <b>Total : 2,772.00</b> |
| 156823  | 6/23/2016 | 002306 | WILLDAN ENGINEERING                              |        | DEV. SVCS- CRYSTAL RIDGE DEV. PROJECT |                         |
|         |           |        | 002-16306                                        | 054227 | 762-2335-000                          | 270.00                  |
|         |           |        | 002-16757                                        | 054227 | DEV. SVCS- CRYSTAL RIDGE DEV. PROJECT |                         |
|         |           |        |                                                  |        | 762-2335-000                          | 90.00                   |
|         |           |        |                                                  |        | <b>Total :</b>                        | <b>360.00</b>           |
| 156824  | 6/23/2016 | 060362 | WILLIS, VANESSA                                  |        | CLOSING BILL CREDIT                   |                         |
|         |           |        | 00882125                                         |        | 520-2450-232                          | 15.39                   |
|         |           |        |                                                  |        | <b>Total :</b>                        | <b>15.39</b>            |
| 156825  | 6/23/2016 | 045690 | WIRZ & COMPANY PRINTING                          |        | ELEC- UTILITY CALENDAR                |                         |
|         |           |        | 86699                                            | 015856 | 520-8000-8005-2341-0930-200           | 16.20                   |
|         |           |        |                                                  |        | <b>Total :</b>                        | <b>16.20</b>            |
| 156826  | 6/23/2016 | 002761 | XEROX CORPORATION                                |        | C. CLERK- COPIER LEASE                |                         |
|         |           |        | 084826849                                        | 015883 | 100-6010-6010-2420-0000-000           | 826.76                  |
|         |           |        |                                                  |        | 100-6010-6010-2420-0000-000           | 66.14                   |
|         |           |        |                                                  |        | <b>Total :</b>                        | <b>892.90</b>           |
| 156827  | 6/23/2016 | 060364 | YANEZ, TERRY                                     |        | COMM SVCS- REFUND CLEANING DEPOSIT    |                         |
|         |           |        | 1070636.015                                      |        | 100-6747-000                          | 20.00                   |
|         |           |        |                                                  |        | <b>Total :</b>                        | <b>20.00</b>            |
| 1000000 | 6/20/2016 | 046969 | NORESCO                                          |        | ELEC- O & M SERVICES - AGUA MANSA     |                         |
|         |           |        | 31932                                            |        | 520-8000-8009-2225-0548-000           | 102,113.75              |
|         |           |        |                                                  |        | <b>Total :</b>                        | <b>102,113.75</b>       |
| 2480000 | 6/20/2016 | 003756 | CITY OF LOS ANGELES / DWP                        |        | ELEC- TRANSMISSION & DISPATCHING      |                         |
|         |           |        | GA186475                                         |        | 520-8000-8006-2330-0555-700           | 6,322.96                |
|         |           |        |                                                  |        | <b>Total :</b>                        | <b>6,322.96</b>         |
| 4756500 | 6/20/2016 | 042999 | SO CALIF PUBLIC POWER AUTH, U S BANK A NGPP 0616 |        | ELEC- MONTHLY COSTS & GAS SALES       |                         |
|         |           |        |                                                  |        | 520-8000-8006-2330-0555-400           | 30,660.05               |
|         |           |        |                                                  |        | <b>Total :</b>                        | <b>30,660.05</b>        |
| 4756800 | 6/20/2016 | 060161 | SO CALIF PUBLIC POWER AUTH                       |        | POWER COSTS- KINGBIRD B SOLAR         |                         |
|         |           |        | KBS 0616                                         |        |                                       |                         |

Bank code : boa

| Voucher  | Date      | Vendor                            | Invoice         | PO # | Description/Account                               | Amount            |
|----------|-----------|-----------------------------------|-----------------|------|---------------------------------------------------|-------------------|
| 4756800  | 6/20/2016 | 060161 SO CALIF PUBLIC POWER AUTH | (Continued)     |      | 520-8000-8006-2330-0555-540                       | 53,670.61         |
|          |           |                                   |                 |      | <b>Total :</b>                                    | <b>53,670.61</b>  |
| 4757100  | 6/20/2016 | 003755 SO CALIF PUBLIC POWER AUTH | MWD 0616        |      | ELEC- ENERGY COSTS<br>520-8000-8006-2330-0555-530 | 56,208.00         |
|          |           |                                   |                 |      | <b>Total :</b>                                    | <b>56,208.00</b>  |
| 19991942 | 6/7/2016  | 000882 COLONIAL LIFE & ACCIDENT   | 9636291-0601560 |      | PREMIUMS PROCESSED<br>762-2020-000                | 4,823.27          |
|          |           |                                   |                 |      | <b>Total :</b>                                    | <b>4,823.27</b>   |
| 47966000 | 6/20/2016 | 003111 SO CALIF PUBLIC POWER AUTH | MAG F 0416      |      | ELEC- POWER COSTS<br>520-8000-8006-2330-0555-400  | 29,673.00         |
|          |           |                                   |                 |      | <b>Total :</b>                                    | <b>29,673.00</b>  |
| 71026200 | 6/7/2016  | 000214 PERS-PAYROLL REPORT        | 05/26/16- 15025 |      | RETIREMENT CONTRIBUTION<br>762-2080-000           | 1,723.81          |
|          |           |                                   |                 |      | <b>Total :</b>                                    | <b>1,723.81</b>   |
| 71250400 | 6/10/2016 | 000214 PERS-PAYROLL REPORT        | 06/09/16- 68    |      | RETIREMENT CONTRIBUTION<br>762-2080-000           | 117,995.05        |
|          |           |                                   |                 |      | <b>Total :</b>                                    | <b>117,995.05</b> |
| 71250500 | 6/10/2016 | 000214 PERS-PAYROLL REPORT        | 06/09/16- 69    |      | RETIREMENT CONTRIBUTION<br>762-2080-000           | 28,368.78         |
|          |           |                                   |                 |      | <b>Total :</b>                                    | <b>28,368.78</b>  |
| 71250600 | 6/10/2016 | 000214 PERS-PAYROLL REPORT        | 06/09/16- 70    |      | RETIREMENT CONTRIBUTION<br>762-2080-000           | 38,501.20         |
|          |           |                                   |                 |      | <b>Total :</b>                                    | <b>38,501.20</b>  |
| 71250700 | 6/10/2016 | 000214 PERS-PAYROLL REPORT        | 06/09/16- 25056 |      | RETIREMENT CONTRIBUTION<br>762-2080-000           | 5,398.01          |
|          |           |                                   |                 |      | <b>Total :</b>                                    | <b>5,398.01</b>   |
| 71250800 | 6/10/2016 | 000214 PERS-PAYROLL REPORT        | 06/09/16- 25057 |      | RETIREMENT CONTRIBUTION<br>762-2080-000           | 6,140.88          |

Bank code : boa

| Voucher                                 | Date      | Vendor | Invoice                    | PO #                 | Description/Account                     | Amount                               |
|-----------------------------------------|-----------|--------|----------------------------|----------------------|-----------------------------------------|--------------------------------------|
| 71250800                                | 6/10/2016 | 000214 | 000214 PERS-PAYROLL REPORT |                      | (Continued)                             | Total : 6,140.88                     |
| 71250900                                | 6/10/2016 | 000214 | PERS-PAYROLL REPORT        | 06/09/16- 26038      | RETIREMENT CONTRIBUTION<br>762-2080-000 | 22,250.16<br>Total : 22,250.16       |
| 71251000                                | 6/10/2016 | 000214 | PERS-PAYROLL REPORT        | 06/09/16- 15025      | RETIREMENT CONTRIBUTION<br>762-2080-000 | 1,784.83<br>Total : 1,784.83         |
| 71251100                                | 6/10/2016 | 000214 | PERS-PAYROLL REPORT        | 06/09/16- 15026      | RETIREMENT CONTRIBUTION<br>762-2080-000 | 5,965.10<br>Total : 5,965.10         |
| 71251900                                | 6/10/2016 | 000214 | PERS-PAYROLL REPORT        | 05/26/16- 25056- ADJ | RETIREMENT CONTRIBUTION<br>762-2080-000 | 362.60<br>Total : 362.60             |
| 71252000                                | 6/10/2016 | 000214 | PERS-PAYROLL REPORT        | 05/26/16- 26038- ADJ | RETIREMENT CONTRIBUTION<br>762-2080-000 | 192.14<br>Total : 192.14             |
| <b>152 Vouchers for bank code : boa</b> |           |        |                            |                      |                                         | <b>Bank total : 1,034,271.40</b>     |
| <b>152 Vouchers in this report</b>      |           |        |                            |                      |                                         | <b>Total vouchers : 1,034,271.40</b> |

  
\_\_\_\_\_  
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 |
|---------|------------|---------------------------------|--------|-----------------|-----------------|------------|-------------|-------------|
| 155670  | 04/28/2016 | 092427 AVISTAR                  | V      | 06/14/2016      | 81810           | 03/11/2016 | 290.00      | 290.00      |
| 155885  | 05/05/2016 | 039612 SAN BERNARDINO SHERIFF'S | V      | 06/14/2016      | 04/20/16        | 03/10/2016 | 65.00       | 65.00       |
| 155886  | 05/05/2016 | 039612 SAN BERNARDINO SHERIFF'S | V      | 06/14/2016      | 06/06/16        | 05/04/2016 | 40.00       | 40.00       |
| 156090  | 05/19/2016 | 049779 ELIAS AVILA              | V      | 06/14/2016      | 06/13-16/16     | 05/19/2016 | 72.00       | 72.00       |
| 156094  | 05/19/2016 | 003812 BEST BUY                 | V      | 06/23/2016      | 2291320         | 05/13/2016 | 10,367.94   | 10,367.94   |
| 156494  | 06/09/2016 | 000214 PERS-PAYROLL REPORT      | V      | 06/14/2016      | 05/26/16- 15025 | 06/09/2016 | 1,723.81    | 1,723.81    |
| 156526  | 02/19/2015 | 092064 WALTER'S WHOLESALE ELEC  | V      | 06/21/2016      | 1413052-00      | 01/22/2015 | 550.08      | 550.08      |
| 156527  | 07/02/2015 | 093326 HARRIETTE COGGS STUCKE   | V      | 06/21/2016      | JUNE 15         | 06/30/2015 | 162.40      | 162.40      |
| 156528  | 12/17/2015 | 001712 PACIFIC ALARM SERVICE    | V      | 06/21/2016      | R116127         | 12/01/2015 | 365.50      |             |
|         |            |                                 | V      | 06/21/2016      | R116513         | 12/01/2015 | 260.00      |             |
|         |            |                                 | V      | 06/21/2016      | R116518         | 12/01/2015 | 175.00      |             |
|         |            |                                 | V      | 06/21/2016      | R116515         | 12/01/2015 | 147.00      |             |
|         |            |                                 | V      | 06/21/2016      | R116128         | 12/01/2015 | 134.00      |             |
|         |            |                                 | V      | 06/21/2016      | R116520         | 12/01/2015 | 124.00      |             |
|         |            |                                 | V      | 06/21/2016      | R116514         | 12/01/2015 | 61.00       |             |
|         |            |                                 | V      | 06/21/2016      | R116512         | 12/01/2015 | 57.00       |             |
|         |            |                                 | V      | 06/21/2016      | R116519         | 12/01/2015 | 53.50       |             |
|         |            |                                 | V      | 06/21/2016      | R116516         | 12/01/2015 | 48.50       |             |
|         |            |                                 | V      | 06/21/2016      | R116517         | 12/01/2015 | 41.00       | 1,466.50    |

**boa Total: 14,737.73**

9 checks in this report

**Total Checks: 14,737.73**

Bank: boa  
Account: 14313D82352

| Orig check           | Date       | Voided     | Check amt       | EFT | Paid to                       | Repl check | Date       | Reason       |
|----------------------|------------|------------|-----------------|-----|-------------------------------|------------|------------|--------------|
| 147638               | 2/19/2015  | 2/19/2015  | 550.08          | No  | WALTER'S WHOLESALE ELECTRIC   | 156526     | 2/19/2015  | Lost in Mail |
| 150143               | 7/2/2015   | 7/2/2015   | 162.40          | No  | Attn: HARRIETTE COGGS STUCKEY | 156527     | 7/2/2015   | Lost in Mail |
| 153284               | 12/17/2015 | 12/17/2015 | 1,466.50        | No  | PACIFIC ALARM SERVICE         | 156528     | 12/17/2015 | Lost in Mail |
| 156526               | 2/19/2015  | 6/21/2016  | 550.08          | No  | WALTER'S WHOLESALE ELECTRIC   | 156692     | 6/21/2016  | Lost in Mail |
| 156527               | 7/2/2015   | 6/21/2016  | 162.40          | No  | HARRIETTE COGGS STUCKEY       | 156691     | 6/21/2016  | Lost in Mail |
| 156528               | 12/17/2015 | 6/21/2016  | 1,466.50        | No  | PACIFIC ALARM SERVICE         | 156693     | 6/21/2016  | Lost in Mail |
| <b>Bank total:</b>   |            |            | 4,357.96        |     |                               |            |            |              |
| <b>Checks total:</b> |            |            | <b>4,357.96</b> |     |                               |            |            |              |

**THIS PAGE WAS INTENTIONALLY LEFT BLANK**

**ORDINANCE NO. O-10A-16**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLTON AMENDING SECTION 18.12.060 (BUILDING PROJECTIONS – R-1 ZONE), AND SECTION 18.12.170 (PARKING REQUIREMENTS – R-1 ZONE) OF TITLE 18 OF THE COLTON MUNICIPAL CODE (FILE INDEX NO. DAP-001-287B).**

**WHEREAS**, on May 24, 2016, the Planning Commission of the City of Colton (“Planning Commission”) conducted a duly noticed public hearing and recommended the City Council of the City of Colton (“City Council”) amend Section 18.12.060 (Building Projections – R-1 Zone), and 18.12.170 (Parking Requirements – R-1 Zone), of Title 18 of the Colton Municipal Code (the “Municipal Code”). Following the conclusion of said hearing, the Planning Commission adopted their Resolution No. R-4-16, recommending approval to the City Council (“Zoning Text Amendment”; and

**WHEREAS**, the Planning Commission adopted a Resolution recommending approval of the Zoning Text Amendment to the City Council; and

**WHEREAS**, the City Council has determined that the Zoning Text Amendment is consistent with the City of Colton General Plan (“General Plan”) as indicated below; and

**WHEREAS**, the City Council has determined that the proposed Zoning Text Amendment is in the best interests of the City, and that it would be in the public interest to approve the Zone Text Amendment; and

**WHEREAS**, the Zoning Text Amendment was reviewed, studied and found exempt from the California Environmental Quality Act (“CEQA”) as more fully described below; and

**WHEREAS**, on June 21, 2016, the City Council held a duly noticed public hearing at which persons wishing to testify in connection with the Zoning Text Amendment were heard and the Zoning Text Amendment was comprehensively reviewed.

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

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

**SECTION 1.** The City Council hereby adopts the recitals and findings set forth above and in the agenda report prepared in connection with this Ordinance.

**SECTION 2.** General Plan Consistency. Based on the entire record before the City Council and all written and oral evidence presented, including the staff report and the findings made in this Ordinance, the City Council hereby finds and determines that the proposed Ordinance is consistent with the goals and policies of the City of Colton General Plan and is reasonably related to the public welfare of the citizens of the City and surrounding regions. Specifically, the provisions of this Ordinance make clear that projections into the front setbacks of R-1 properties do not encroach into the public right-of-way, provide for additional covered parking opportunities for residential properties, and recognize the existing conditions on older residential properties. Permitting this flexibility within the R-1 Low Density Residential zone within the City of Colton furthers the City’s goals and policies as set forth in the City of Colton General Plan, specifically:

***Land Use Element:*** Permitting carports to encroach into the front setback within R-1 Low Density Residential zones is consistent with the Residential Neighborhood Preservation and Protection policies of the City of Colton Land Use Element, specifically:

- o **Policy LU-6.4: “Promote the use of buildings, setbacks, walls, landscaping, and other design features to buffer and reduce conflicts between adjacent properties.”** The Ordinance requires that any carport structure must comply with current California Building Code standards, including windload requirements. The existing R-1 standard, restricting lot coverage to 40% of lot area will remain unchanged. In addition, the minimum R-1 front yard setback standard of 25 feet will provide a minimum of 3 feet between a carport and the property line. The recognition of limited onsite parking for older residential properties with one-car garages will ensure that these properties can accommodate parking needs onsite without creating conflicts with adjacent properties.

Finally, the City of Colton finds that the proposed Zone Text Amendment to permit carport encroachments into the front yard setback on R-1 properties is reasonably related to the public welfare of the citizens of the City and surrounding region; more specifically, Section 18.58.12.010(A) in the Colton Municipal Code states that, “The R-1 Low Density Residential Zone is characterized by single-family detached homes on individual lots that form a cohesive neighborhood.” The Ordinance includes appropriate restrictions to ensure that the permitted encroachments and parking are integrated into the overall community pattern of R-1 zone in which the carports will be located.

////  
////  
////  
////

**SECTION 3.** Section 18.12.060 of Chapter 18.12 of Title 18 of the Colton Municipal Code, pertaining to the R-1 Low Density Residential Zone, is hereby amended to read as follows:

18.12.060 - Building Projections.

Building projections into yard areas are permitted as follows:

| Projection Standard Table 3                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|-------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Front Setback                                                                       | <p>Fire escapes, unenclosed and uncovered stairways, unenclosed patios, porches, cornices, Eaves, sills and similar architectural features, which may project up to five feet into the setback.</p> <p>Balconies and fireplaces having a maximum linear dimension of eight feet may project up to thirty inches into the setback.</p> <p><b><u>Carpports may project up to twenty feet into the front setback but not less than three feet from property line.</u></b></p> |
| Side Setbacks                                                                       | <p>Fireplaces having a maximum linear dimension of eight feet and eaves may project two feet into the setback.</p>                                                                                                                                                                                                                                                                                                                                                         |
| Rear Setbacks                                                                       | <p>Fire escapes, unenclosed and uncovered stairways, porches, cornices, eaves, sills and similar architectural features which may project up to five feet into the setback.</p> <p>Balconies and fireplaces having a maximum linear dimension of eight feet may project up to thirty inches into the required setback.</p> <p>Attached unenclosed patios with no freestanding walls may extend up to ten feet into the required setback.</p>                               |
| Swimming Pools and Spas                                                             | <p>Five feet from any lot line, and may only be placed in the rear yard area.</p>                                                                                                                                                                                                                                                                                                                                                                                          |
| Small Residential Air Conditioning Mechanical Equipment less than eight square feet | <p>May be setback three feet from any property line; all others will require to meet building setback standards; and all mechanical equipment shall be in compliance with all City Noise Standards.</p>                                                                                                                                                                                                                                                                    |

**SECTION 4.** Section 18.12.170 of Chapter 18.12 of Title 18 of the Colton Municipal Code, pertaining to the R-1 Low Density Residential Zone, is hereby amended to read as follows:

18.12.170 - Parking requirements.

A. There shall be no less than two parking spaces in the form of a garage for every dwelling unit, with dimensions of not less than ten feet in width and twenty feet in depth. The required parking spaces shall be provided on the same lot as the main building, and shall be independently accessible with unobstructed space provided for the maneuvering of Vehicles. Vehicles maneuvering area shall comply with appropriate vehicular turning radius as specified by the Director for appropriate driveway width.

**B. For dwelling units with a one-car garage, and less than two onsite parking spaces as required by Section 18.12.170(A), a maximum of one parking space is permitted in the form of a garage or carport. The carport and/or garage shall be constructed to California Building Code standards, and fabricated of durable materials and colors that are compatible with the existing single family home and garage located on the parcel. The width of the carport and/or garage shall not be greater than the width of the existing garage, and the height of the carport and/or garage shall be limited to twelve feet.**

B.C. There Shall be paved vehicular Access to the Off-Street Parking Facilities, with a Driveway not less than ten feet wide and not encumbered by a Projection to height under eight feet above Grade.

C.D. For a boarding, lodging, or rooming house in the R-1 Zone, there shall be no less than one Parking Space per room or suite, or one space per two beds, whichever is greater.

D.E. No covered or uncovered tandem parking is permitted for parking credit. Each credited parking space shall be so designed that a car need not be moved to gain access to or from any other parking space.

**SECTION 7.** If any sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or otherwise invalid, such decisions shall not affect the validity of the remaining provisions of this Ordinance.

**SECTION 8.** The City Council hereby finds and determines that it can be seen with certainty that there is no possibility that this Ordinance may have a significant adverse effect on the environment. Thus, the adoption of this Ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines.

**SECTION 9. Certification/Publication.** The City Clerk shall certify to the passage of the Ordinance and cause the same or a summary thereof to be published within fifteen (15) days after adoption in a newspaper of general circulation published and circulated in the City of Colton.

**SECTION 10.** This Ordinance shall become effective thirty (30) days after its adoption in accordance with the provisions of California law.

**PASSED, APPROVED AND ADOPTED** on this 5th day of July, 2016.

---

RICHARD A. DELAROSA  
Mayor

ATTEST:

---

CAROLINA R. PADILLA  
City Clerk



## STAFF REPORT

DATE: JULY 5, 2016  
TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
FROM: BILL SMITH, CITY MANAGER  
PREPARED BY: SABDI SANCHEZ, CHIEF DEPUTY CITY CLERK  
SUBJECT: CERTIFICATION OF SPECIAL MUNICIPAL ELECTION HELD  
JUNE 7, 2016 IN THE CITY OF COLTON.

### RECOMMENDED ACTION

It is recommended that the City Council approve and adopt a Resolution, reciting the facts and declaring the results of the Special Municipal Election held in the City of Colton on Tuesday, June 7, 2016.

### BACKGROUND

At the February 22, 2016 Special Council Meeting, the City Council adopted Resolution No. R-14-16, calling and giving notice of the Special Municipal Election for June 7, 2016.

### ISSUES/ANALYSIS

The City Council by Resolution No. R-15-16, authorized the county election department of the County of San Bernardino to canvass the returns of the Special Municipal Election. The canvass was completed on July 1, 2016.

### FISCAL IMPACTS

Cost of the General Municipal Election is estimated at approximately \$35,000. This amount has been funded in the City Clerk's Budget, Account No. 100-6010-6010-2401 for Fiscal Year 2015-16.

### ALTERNATIVES

1. Provide alternative direction to staff.

### ATTACHMENTS

1. Resolution No. R-64-16







## Elections Office of the Registrar of Voters

Michael J. Scarpello  
Registrar of Voters

### STATEMENT OF CERTIFICATION OF ELECTION RESULTS 2016 PRESIDENTIAL PRIMARY ELECTION

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF SAN BERNARDINO )

I, Michael J. Scarpello, San Bernardino County Registrar of Voters, do hereby certify that, pursuant to the provisions of the California Elections Code §15300, et seq., I did canvass the returns of the votes cast in the 2016 Presidential Primary Election, held on June 7, 2016, in San Bernardino County, and that the *Certified Election Results* to which this statement is attached shows the total number of votes cast in San Bernardino County and that the totals as shown are full, true and correct.

Witness my hand and official seal this 1<sup>st</sup> day of July, 2016.



  
\_\_\_\_\_  
Michael J. Scarpello  
Registrar of Voters

#### BOARD OF SUPERVISORS

ROBERT A. LOVINGOOD  
Vice Chairman, First District

JANICE RUTHERFORD  
Second District

JAMES RAMOS  
Chairman, Third District

CURT HAGMAN  
Fourth District

JOSIE GONZALES  
Fifth District

GREGORY C. DEVEREAUX  
Chief Executive Officer







## STAFF REPORT

DATE: JULY 5, 2016  
TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
FROM: BILL SMITH, CITY MANAGER  
PREPARED BY: ARTHUR W. MORGAN, ECONOMIC DEVELOPMENT MANAGER  
SUBJECT: RENEWAL OF A CONTRACTUAL SERVICES AGREEMENT BETWEEN THE CITY OF COLTON AND THE COLTON CHAMBER OF COMMERCE FOR FISCAL YEAR 2016 – 2017

### RECOMMENDED ACTION

It is recommended that the City Council approve a Contractual Services Agreement (“Agreement”) with the Colton Chamber of Commerce for the 2016-2017 Fiscal Year.

### BACKGROUND

The City, through its former redevelopment agency, has had an annual Agreement with the Chamber which included compensation in the amount of \$25,000, a scope of services and performance measures, since fiscal year 2006/2007. Services performed under the Agreement have been paid in quarterly installments following receipt of monthly progress reports submitted on a quarterly basis.

Three years ago, a survey was completed by staff of 9 area cities from Ontario to Redlands, excluding Colton. Of those 9 cities, 5 subsidize their local Chambers of Commerce in annual amounts from \$15,000 to \$38,000, with the average calculated at just under \$24,000. In addition to subsidies, 3 cities provide a rent-free location for their Chambers.

Staff is recommending that the compensation for activities for the Fiscal Year 2016-2017 Chamber Agreement remain at \$25,000. The Scope of Services within last year’s Agreement is used as performance measurement, which is monitored and reviewed by City Economic Development staff prior to payment of funds. See Attachment “A” – 2015-2016 Deliverables Provided by Chamber of Commerce.

The tasks listed in the Scope of Services have been given a value, some on a monthly basis, and some on a “per event” basis, based on the estimated hours and effort generally needed to complete each task. The listed tasks benefit the City as a supplement to the efforts of the Economic Development staff, by increasing outreach and fostering business development and business growth.

The Chamber submits invoices on a quarterly basis, and supporting documentation for each task completed, as required per the Agreement. In addition to the Monthly Reports identifying services rendered for each month pursuant to the Agreement, a detailed invoice is provided as a summary of the completed tasks. The Chamber may be reimbursed an amount for which they can provide documentation in any quarter, not to exceed the total amount of the contract of \$25,000.

## **ISSUES/ANALYSIS**

At their meeting held on June 14, 2016, the Board of Directors of the Chamber of Commerce approved the proposed 2016-2017 Fiscal Year Agreement. The scope of services, outlining required performance measures, is summarized below:

- Conduct networking/speaker engagements that provide valuable information to businesses.
- Create and maintain an internet presence through the current Chamber website and Facebook Page.
- Conduct small business development workshops for small businesses.
- Function as a Business Liaison and Resource/Referral Center and for businesses.
- Create and maintain master calendar of community and civic organization events.
- Develop materials for information/visitor center to provide to new residents/businesses.
- Conduct legislative briefings for all businesses on issues that may affect them.
- Coordinate Grand Openings and Ribbon Cutting Ceremonies for Colton businesses and officials.
- Prepare and maintain a spreadsheet of business inquiries/contacts/site visits and business leads received by phone, staff, or Councilmember request.
- Work with Economic Development staff to produce promotional information for the City, and conduct regular surveys of businesses to determine ongoing needs for business development.
- Collaborate with San Bernardino Alliance for Education and Colton High School et. al., nurturing “home grown” future business owners and community leaders.
- Conduct a random, annual survey of businesses of various sizes and industries regarding training needs, expansion or downsizing plans, and any areas of concern, reporting all information to City Economic Development staff.
- Develop a Junior Chamber of Commerce for youth, to help in the professional development of Colton youth.
- Develop alliance meetings between the Chamber of Commerce and local Colton businesses, for the sharing of goals and needs for the businesses.
- Complete Monthly Reports, and submit quarterly, in the format attached to the Agreement (see Exhibit “B” of Agreement), noting the Chamber’s monthly activities referenced within the Scope of Services.

## **FISCAL IMPACTS**

The amount not-to-exceed \$25,000 for the 2016-2017 Fiscal Year is budgeted in the City's Economic Development's account number 100-6300-9050-2350-0000-000. Funds will be paid to the Chamber on a quarterly reimbursement basis pursuant to the Agreement.

## **ALTERNATIVES**

1. Provide alternative direction to staff.

## **ATTACHMENTS**

1. Attachment "A": 2015-2016 Deliverables Provided by Chamber of Commerce
2. Attachment "B": Colton Chamber of Commerce Contractual Services Agreement

**ATTACHMENT A**

**2015-16 Deliverables Provided by Chamber of Commerce**

## 2015-2016 Deliverables Provided by the Colton Chamber of Commerce

| Task                                                                              | Deliverables                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|-----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Networking/Speaker Engagements                                                    | Conduct a minimum of 10 networking/speaker breakfast. Flyers and sign-in sheets were attached to quarterly reports. The Chamber also participates in the City's Monthly Business Focus presentations and assists in coordinating businesses to attend.                                                                                                                                                                                          |
| Monthly Newsletter Article                                                        | Included business articles in the Chamber's monthly newsletter which is published in the Colton Courier and greater distribution of readership.                                                                                                                                                                                                                                                                                                 |
| City and Web Site Linking (Maintain an internet presence)                         | Chamber continues to upgrade their webpage with new materials, and created a Facebook page for advertising City and Chamber events. E-mail blasts are also used to welcome new members/new businesses. The Chamber's webpage is linked to the City's Economic Development webpage.                                                                                                                                                              |
| Business Development Workshops                                                    | The Chamber's website and in-house materials provide information for small businesses to learn and grow (e.g. how to start a business, advertising that works, how to write a small business plan, financing for the small business owner, local city requirements, etc.)The Chamber also refers businesses to existing workshops held by the County and other professional organizations such as State Board of Equalization and SBA programs. |
| Master Calendar / Internet Presence                                               | The Chamber maintains a master calendar of community and civic organization events and posts events on their website.                                                                                                                                                                                                                                                                                                                           |
| Information/Visitors Center                                                       | The Chamber maintains and updates materials for new residents and businesses coming into Colton which includes web links and contact information to Economic Development staff, County Services, contact information for utility services and other City services.                                                                                                                                                                              |
| Legislative Briefings                                                             | The Chamber works with the League of California Cities to send out legislative briefings and web links to businesses on issues that may affect them. The Chamber has had legislative representation at meetings to address local and regional issues affecting businesses. Attends the Inland Empire Legislative monthly meetings.                                                                                                              |
| Grand Openings/Ribbon Cuttings/Mixers – Promote Shopping Local"                   | The Chamber actively promotes the "Shop Local" campaign, and has coordinated several Grand Openings. The Chamber held 5 mixers for Colton businesses, officials and Chamber Members.                                                                                                                                                                                                                                                            |
| Business Contact                                                                  | The Chamber maintains a log of business inquiries/contacts/site visits/ business leads from phone calls or Council referral, noting reason for contact, issues for follow-up, outcomes, contact information, etc. The log is submitted with their quarterly report.                                                                                                                                                                             |
| Promotions/Special Events                                                         | The Chamber displays the City's Economic Development promotional information regarding the City and Development Opportunities. Working with City organizations, the Chamber planned, advertise and conducted special events; Santa Claus Inc., the Christmas Parade, Golf Tournament, and the Tri City Mixer; and assists with CPOA Fundraiser.                                                                                                 |
| Mentoring/Educational Opportunities                                               | Chamber invites County's representatives from the Workforce Investment Board for hiring opportunities from a qualified workforce for new businesses. Refers businesses to Cal State SB Business Development Center, SBA, and Small Business Minority Resource Center/Women's Center. Chamber also links to their web sites. Has hosted Business Tax and Legal services workshops.                                                               |
| Business Liaison/ Referral Services Annual Business Survey & Major employers list | Chamber has met with businesses regarding training needs, expansion plans, and any areas of concern. Chamber provides referral services to City's Economic Development Division and other County programs. Together, the Chamber and Economic Development have met with potentially "troubled" businesses offering assistance.                                                                                                                  |
| Market Night                                                                      | In the fall, the Chamber hosted with Fiesta Village the annual Fall Mixer/Market Night event.                                                                                                                                                                                                                                                                                                                                                   |
| Young Professionals Development – Junior Chamber                                  | Chamber volunteers and participates on the CJUSD cabinet meetings. A Young Professionals program has not yet been developed to help in the professional development of Colton youth.                                                                                                                                                                                                                                                            |
| Civic Club Alliance                                                               | The Chamber of Commerce Executive Director is working in partnership with other civic organizations and elected officials to foster sharing of business goals.                                                                                                                                                                                                                                                                                  |

**ATTACHMENT B**

**Colton Chamber of Commerce Contractual Services Agreement**

**CITY OF COLTON  
CONTRACTUAL SERVICES AGREEMENT  
WITH THE COLTON CHAMBER OF COMMERCE**

**ARTICLE 1. PARTIES.**

THIS CONTRACTUAL SERVICES AGREEMENT (hereinafter the "Agreement") is made this 5<sup>th</sup> day of July, 2016, (the "Effective Date") by and between the City of Colton (hereinafter the "City"), a municipal corporation, with its principal place of business at 650 N. La Cadena Drive, California 92324, and the Colton Chamber of Commerce (hereinafter the "Chamber"), a California nonprofit corporation, with its principal place of business at 655 N. La Cadena Drive, California 92324. The City and the Chamber are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

**ARTICLE 2. RECITALS.**

**2.1** The Chamber desires to perform and assume responsibility and obligation for the provision of certain services ("Services"), as hereinafter described, on the terms and conditions set forth herein.

**2.2** The City desires to engage the Chamber to render such Services, as hereinafter described in the terms and conditions set forth herein.

**ARTICLE 3. ENGAGEMENT AND SERVICES OF THE CHAMBER.**

**3.1 Engagement of the Chamber.** The City hereby engages the Chamber and the Chamber promises and agrees to furnish to the City, subject to the terms and conditions set forth in this Agreement, all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the Services. The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. The Chamber agrees to perform the Services in accordance with the terms and conditions of this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

**3.2 Term.** The term of this Agreement shall be from July 1, 2016 to June 30, 2017, unless earlier terminated as provided herein. Chamber shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

**ARTICLE 4. RESPONSIBILITIES OF THE CHAMBER.**

**4.1 Progress.** The Chamber shall work closely and cooperate fully with the City and shall be available to the City at all reasonable times. The Chamber shall complete and

provide a Quarterly Report on the progress of the activities and projects planned in connection with this Agreement at the end of each of the following months: September, December, March and June. The minimum information required in the Quarterly Report is attached as Exhibit "B" and is incorporated herein by reference.

#### **4.2 [Intentionally Omitted]**

**4.3 Political Activities.** During the term of this Agreement, the Chamber shall not contribute, donate or otherwise expend funds received from the City for compensation of Services under this Agreement to advocate or oppose any local municipal election issue or candidate.

**4.4 The Chamber's Responsibilities for Costs and Expenses.** Except as otherwise expressly stated herein, the Chamber shall be responsible for all costs and expenses incurred relative to the Chamber, personnel of the Chamber and any subconsultants of the Chamber in connection with the performance of these Services, including, without limitation, payment of salaries, fringe benefits contributions, payroll taxes, withholding taxes and other taxes or levies, office overhead expense, travel expenses, telephone and other telecommunication expenses, document reproduction expenses and the monthly bill from The Gas Company.

**4.5 Independent Contractor.** The Services shall be performed by the Chamber or under its supervision. The Chamber shall determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The Chamber represents that it possesses the professional and technical personnel required to perform the Services. The City retains the Chamber on an independent contractor basis and not as an employee of the City. The personnel performing the Services on behalf of the Chamber shall at all times be under the Chamber's exclusive direction and control.

**4.6 Key Personnel.** The Chamber has represented to the City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, the Chamber may substitute other personnel of at least equal competence upon prior written approval of the City. In the event that the City and the Chamber cannot agree as to the substitution of key personnel, the City shall be entitled to terminate this Agreement. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Services or a threat to the safety of persons or property, shall be promptly removed from the Services by the Chamber at the request of the City. The key personnel for performance of this Agreement is the Chamber Executive Director.

**4.7 The City's Representative.** The City hereby designates the City Manager, or his/her designee, to act as its representative for the performance of this Agreement ("City's Representative"). The City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. The Chamber shall not accept direction or orders from any person other than the City's Representative or his or her designee. In

addition, use of City personnel and resources under this Agreement shall be expressly limited, as provided for herein. Failure to comply with such limitations shall be grounds to terminate this Agreement for cause.

**4.8 The Chamber's Representative.** The Chamber hereby designates the President of the Chamber Board of Directors or his or her designee, to act as its representative for the performance of this Agreement ("Chamber's Representative"). The Chamber's Representative shall have full authority to represent and act on behalf of the Chamber for all purposes of this Agreement. The Chamber's Representative shall supervise and direct the Services, using his or her 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.

**4.9 Standard of Care.** The Chamber 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. The Chamber represents and maintains that it is skilled in the professional calling necessary to perform the Services. The Chamber warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, the Chamber 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, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any employee who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Services, 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 providing the Services under this Agreement and shall not be re-employed to perform any of the Services under this Agreement.

**4.10 Laws and Regulations.** All aspects of the provision of the Services by the Chamber shall conform to all applicable City, county, state, and federal laws, rules and regulations in effect at the time the services are provided. All Services shall be subject to approval of the City. The Chamber 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 Services, including all Cal/OSHA requirements, and shall give all notices required by law. The Chamber shall be liable for all violations of such laws and regulations in connection with its Services. If the Chamber performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, the Chamber shall be solely responsible for all costs arising therefrom. The Chamber shall defend, indemnify and hold the City, its officials, 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 failure to comply with such laws, rules or regulations.

**4.11 Prohibition Against Use of Public Funds for Mass Mailings.** The Chamber acknowledges and understands that in order to comply with State law, none of the City funds received in compensation for the Services shall be used for the design, production,

printing or distribution of any publication, advertisement or other printed material that could be considered a prohibited mass mailing under the Political Reform Act (PRA) (Government Code § 81000 et seq.), as well as the regulations implementing the PRA (Title 2, Cal. Code of Regulations § 18700 et seq.), in accordance with the limitations prescribed in Section 6.2 of this Agreement.

#### **4.12 Insurance.**

**4.12.1 Time for Compliance.** Chamber shall not commence providing Services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Chamber 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.

**4.12.2 Minimum Requirements.** Chamber 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 Chamber, its agents, representatives, employees or subcontractors. Chamber 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:

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

**(2) Minimum Limits of Insurance.** Chamber shall maintain limits no less than: (A) *General Liability*: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (B) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (C) *Workers' Compensation and Employer's Liability*: Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of \$1,000,000 per accident for bodily injury or disease.

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

**(1) General Liability.** The general liability policy shall be endorsed

to state that: (A) the City and its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the Services or operations performed by or on behalf of the Chamber, including materials, parts or equipment furnished in connection with such work; and (B) 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 Chamber's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officials, officers, employees, agents and volunteers shall be excess of the Chamber's insurance and shall not be called upon to contribute with it.

**(2) Automobile Liability.** The automobile liability policy shall be endorsed to state that: (A) 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 Chamber or for which the Chamber is responsible; and (B) 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 Chamber'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 Chamber's insurance and shall not be called upon to contribute with it.

**(3) Workers' Compensation and Employers 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 Chamber.

**(4) 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.

**4.12.4 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.

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

administrative and defense expenses.

**4.12.6 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.

**4.12.7 Verification of Coverage.** Chamber 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.

## **ARTICLE 5. RESPONSIBILITIES OF THE CITY.**

**5.1 Cooperation.** The City shall cooperate with the Chamber relative to the provisions of the Services. To the extent permitted by applicable law, the City shall provide criteria and information in its possession, or reasonably obtainable by it, as requested by the Chamber, and shall make that information and related data available for the Chamber's use during the performance of this Agreement.

**5.2** This section intentionally left blank.

## **ARTICLE 6. COMPENSATION.**

**6.1 Compensation.** Compensation under this contract will be paid for services performed by the Chamber for the City. The Chamber shall submit to the City a quarterly invoice. The City shall, within 45 days of receiving such invoice, review the invoice and pay to the Chamber, as a reimbursement for services rendered, all approved charges in accordance with the compensation schedule provided in Exhibit "C", which is attached hereto and incorporated herein by reference, and as more specifically described under the heading of "Performance Reporting" in accordance with the Monthly Reporting breakdown provided by Exhibit "B", attached hereto and incorporated herein by reference. Additional services specifically defined on Exhibit "B" may be earned by the Chamber and approved by the City in any quarter of the fiscal year, however, total compensation under this Agreement shall not exceed Twenty Five Thousand Dollars (\$25,000). Total compensation cannot be increased beyond this amount without prior written approval of the City Council.

**6.2 Use of City Funds.** Use of the funds paid by the City under this Agreement shall be expressly limited, as follows:

**6.2.1** The Chamber shall segregate in a separate accounting fund all City funds paid under this Agreement, and Chamber shall not use any amount of such money

for the design, production, printing or distribution of any publication, advertisement or other printed material that could be considered a prohibited mass mailing under the PRA (Government Code § 81000 et seq.), as well as the regulations implementing the PRA (Title 2, Cal. Code of Regulations § 18700 et seq.). The parties shall generally refer to Government Code section 89001 and Title 2 Cal. Code of Regulations section 18901, as well as opinions and advice letters of the California Fair Political Practices Commission (FPPC), to determine if a publication, advertisement or other printed material may be a prohibited mass mailing.

**6.2.2** In addition, no City resources (staff time, computers, etc.) shall be used in the distribution of any such publication, advertisement or printed material, and no more than fifty dollars (\$50) of such City resources shall be used in the design, production or printing of any such item.

**6.2.3** The Chamber shall keep accurate accounting records, in accordance with Section 6.5 of this Agreement, with respect to the maintenance and expenditure of segregated City funds.

**6.3 Reimbursements.** The Chamber shall not be reimbursed for any expenses unless authorized in writing by the City Council.

**6.4 Reporting.** The City may, in its sole and absolute discretion, withhold payment of compensation should the Chamber fail to provide the City with Monthly Reports on a quarterly basis as required under Section 4.1 of this Agreement.

**6.5 Accounting Records.** The Chamber shall maintain complete and accurate records with respect to the \$25,000 in funds expended under this Agreement. All such records shall be clearly identifiable. The Chamber shall allow a representative of the 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. The Chamber 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.

**6.6 Leased Space – Chamber Offices.** The Chamber shall have the use, at no charge, of 2,760 square feet as shown in Exhibit “D” in the Civic Center Annex, located at 655 N. La Cadena Drive, Colton California. The Chamber of Commerce shall receive electric, water and trash at this location at no cost. Natural gas for the portion of the building designated as “Chamber - Square Footage” (Exhibit “D”) will, separate from this Agreement, be calculated and billed by the Public Works Department of the City of Colton and is the responsibility of the Chamber.

**6.7 Payment of Taxes.**

The City, as Lessor, shall pay any real and personal property taxes assessed against the Leased Premises. The Chamber, as Lessee, acknowledges that this Lease

creates a taxable possessory interest in Lessee and Lessee shall pay any possessory interest tax imposed against the Lessee and the Leased Premises.

## **6.8 Alterations and Additions.**

The Lessee shall not, without the prior written consent of Lessor, make any alterations, improvements or additions in or about the Leased Premises. All fixtures, improvements or additions made to the Leased Premises by Lessee shall become the property of the Lessor at the expiration or termination of the Lease, without compensation whatsoever to Lessee.

## **ARTICLE 7. GENERAL PROVISIONS.**

### **7.1 Termination of Agreement.**

**7.1.1 Grounds for Termination.** The City may, by written notice to the Chamber, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to the Chamber of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. The Chamber may, by written notice to the City, terminate this Agreement at any time and without cause by giving written notice to the City of such termination, and specifying the effective date thereof, at least (7) days before the effective date of such termination. Upon termination, the Chamber shall be compensated only for those Services which have been adequately rendered to City, and the Chamber shall be entitled to no further compensation.

**7.1.2 Effect of Termination.** If this Agreement is terminated in whole or in part as provided herein, the City may require the Chamber upon request to provide all finished or unfinished Documents and Data and other information of any kind prepared by the Chamber in connection with the performance of Services under this Agreement. The Chamber shall be required to provide such Documents & Data and other information within fifteen (15) days of the request.

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

**7.2. 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:

|                 |                                                                                                                           |
|-----------------|---------------------------------------------------------------------------------------------------------------------------|
| <b>Chamber:</b> | Colton Chamber of Commerce<br>655 N. La Cadena Drive<br>Colton, California 92324<br>Attn: President of Board of Directors |
|-----------------|---------------------------------------------------------------------------------------------------------------------------|

**City:** City of Colton  
650 N. La Cadena Drive  
Colton, California 92324  
Attn: City Manager

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.

**7.3 Documents & Data; Licensing of Intellectual Property.** This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by the Chamber under this Agreement (“Documents & Data”) to the degree that the Chamber has been compensated. The Chamber shall require all subcontractors to agree in writing that the City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. The Chamber represents and warrants that the City has the legal right to license any and all Documents & Data. The Chamber makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than the Chamber or provided to the Chamber by the City. The City shall not be limited in its use of the Documents and Data based to the degree the Chamber has been compensated for work performed in accordance with Exhibit “A” – Scope of Services and Exhibit “C” - Compensation at any time, provided that any such use not within the purposes intended by this Agreement shall be at the City’s sole risk.

**7.4 Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided in connection with the performance of this Agreement shall be held confidential by the Chamber. Such materials shall not, without the prior written consent of City, be used by the Chamber for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services. Nothing furnished to the Chamber which is otherwise known to the Chamber or is generally known, or has become known, to the related industry shall be deemed confidential. The Chamber shall not use the City’s name or insignia, photographs of any product of the Services, or any publicity pertaining to the Services in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of the City.

**7.5 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.

**7.6 Attorneys 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.

**7.7 Indemnification.** The Chamber shall defend, indemnify and hold the City and their 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, in law or equity, to property or persons, including wrongful death, but only to the extent arising out of or incident to any actual, alleged or negligent acts, omissions or willful misconduct of the Chamber, its officials, officers, employees, agents and contractors arising out of the performance of the Services, or this Agreement, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. The Chamber shall not be liable for the negligent acts, errors or omissions of the City. The Chamber shall defend, at the Chamber's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City and their directors, officials, officers, employees, volunteers or agents. The Chamber shall pay and satisfy any judgment, award or decree that may be rendered against the City or their directors, officials, officers, employees, volunteers or agents, in any such aforesaid suit, action or other legal proceeding. The Chamber shall reimburse the City and their directors, officials, officers, employees, volunteers and/or agents, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The Chamber's obligation to indemnify shall be restricted to insurance proceeds.

**7.8 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.

**7.9 Governing Law.** This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County.

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

**7.11 City's Right to Employ Other Consultants.** The City and Chamber, collectively, reserves right to employ other consultants in connection with this Project.

**7.12 Successors and Assigns.** This Agreement shall be binding on the successors and assigns of the Parties, and shall not be assigned by the Chamber without the prior written consent of City.

**7.13 Assignment or Transfer.** The Chamber 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.

**7.14 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 the Chamber include all personnel, employees, agents, and subcontractors of the Chamber, except as otherwise specified in this Agreement. All references to the City include their respective directors, 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.

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

**7.16 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.

**7.17 No Third Party Beneficiaries.** There are no intended third party beneficiaries of any right or obligation assumed by the Parties. Notwithstanding the foregoing, the Parties agree that the City is an intended third party beneficiary under this Agreement.

**7.18 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.

**7.19 Prohibited Interests.** The Chamber maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for the Chamber, to solicit or secure this Agreement. Further, the Chamber 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 the Chamber, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. 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.

**7.20 Equal Opportunity Employment.** The City represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, 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. The City shall also comply with all relevant provisions of the City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

**7.21 Labor Certification.** By its signature hereunder, the Chamber 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 Worker's 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.

**7.22 Authority to Enter Agreement.** The Chamber 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.

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

**7.24 Subcontracting.** The Chamber shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of the City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**[Signatures on following pages]**

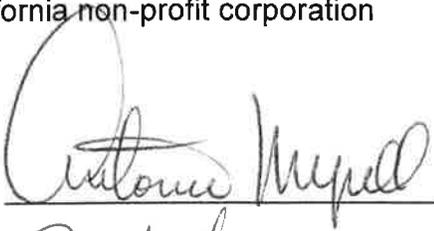
**CITY:**

CITY OF COLTON  
a California municipal corporation

**CHAMBER:**

COLTON CHAMBER OF COMMERCE  
a California non-profit corporation

By: \_\_\_\_\_  
William R. Smith,  
City Manager

By:  \_\_\_\_\_  
Its: President

**ATTEST:**

\_\_\_\_\_  
Carolina R. Padilla  
City Clerk

**APPROVED AS TO LEGAL FORM:**

BEST BEST & KRIEGER LLP

By: \_\_\_\_\_  
City Attorney

**Exhibit “A”  
Scope of Services**

| Task                                                                              | Deliverables                                                                                                                                                                                                                                                                                                                                                                                                  |
|-----------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Networking/Speaker Engagements                                                    | Conduct networking/speaker engagements that provide valuable information to businesses (i.e. luncheons, breakfasts).(*Flyers and sign-in sheets attached to quarterly reports )                                                                                                                                                                                                                               |
| Monthly Newsletter Article                                                        | Include an article on business related topics in the Chamber’s monthly newsletter (e.g. how much insurance does a business need, how to find and hire quality employees, tax pitfalls of the small business owner, etc.)                                                                                                                                                                                      |
| City and Web Site Linking (Maintain an internet presence)                         | Create and maintain a webpage and optional Facebook page for advertising City and Chamber events, welcome new members/new businesses. Design and maintain a program to allow Chamber members to advertise on the Chamber website for a nominal fee. Provide linking information between the City and Chamber of Commerce Web Sites.                                                                           |
| Business Development Workshops                                                    | Refer or conduct small business development workshops for small businesses (e.g. how to start a business, advertising that works, how to write a small business plan, financing for the small business owner, local city requirements, etc.) (*Sign-in sheets attached to quarterly reports.) Refer businesses to existing workshops held by the County or neighboring cities.                                |
| Master Calendar / Internet Presence                                               | Create and maintain a master calendar of community and civic organization events.                                                                                                                                                                                                                                                                                                                             |
| Information/Visitors Center                                                       | Assemble and maintain material in a concise format to provide to new residents coming into Colton to include but not limited to, contact information to Economic Development staff, Community Calendar of Events, contact information for utility services and other City services.                                                                                                                           |
| Legislative Briefings                                                             | Conduct legislative briefings for all City businesses on issues that may affect them. Specifically support the city’s efforts in rallying business support for the city’s General Plan Update, transportation improvements, and regional flood control projects. (*Flyers and sign-in sheets attached to quarterly reports)                                                                                   |
| Grand Openings/Ribbon Cuttings/Mixers – Promote Shopping Local”                   | Actively promote the “Shop Local” campaign, and coordinate Grand Openings, Ribbon Cuttings and Mixers for Colton businesses, officials and Chamber Members.                                                                                                                                                                                                                                                   |
| Business Contact                                                                  | Prepare and maintain list of business inquiries/contacts/site visits/ business leads from phone calls or Council referral, noting reason for contact, issues for follow-up, outcomes, contact information etc. Forward to Economic Development Staff quarterly.                                                                                                                                               |
| Promotions/Special Events                                                         | Work with Economic Development staff to produce economic development promotion information for the City. Plan, advertise and conduct special events. (Christmas Parade, Golf Tournament, Tri City Mixer)                                                                                                                                                                                                      |
| Mentoring/Educational Opportunities                                               | Participate and collaborate with San Bernardino Alliance for Education and CJUSD, nurturing “home grown” business and community leaders to produce an educated, skilled and qualified workforce for new businesses. Collaborate with Cal State SB Business Development Center, SBA, and Small Business Minority Resource Center/Women’s Center. (*Sign-in sheets/Agendas/Flyers attached to quarterly report) |
| Business Liaison/ Referral Services Annual Business Survey & Major employers list | Conduct a random, annual survey of businesses of various sizes and industries regarding training needs, expansion or downsizing plans, and any areas of concern. Collect contact information and employee count information for larger City employers.                                                                                                                                                        |
| Market Night                                                                      | Work with City Economic Development Staff to establish a seasonal downtown Market Night.                                                                                                                                                                                                                                                                                                                      |
| Young Professionals Development – Junior Chamber                                  | Develop a Young Professionals – Junior Chamber of Commerce to meet with and shadow businesses, in partnership with elected officials, to help in the professional development of Colton youth.                                                                                                                                                                                                                |
| Civic Club Alliance                                                               | Develop alliance meetings between the Chamber of Commerce and Colton local businesses working in partnership with civic organizations and elected officials to foster sharing of business goals.                                                                                                                                                                                                              |

**Exhibit "B"**  
**Monthly Reporting (Delivered Quarterly to City)**

**I. Performance Reporting:**

**1. Networking/Speaker Engagements**

Date \_\_\_\_\_ Speaker/Subject Matter \_\_\_\_\_

Attendance # \_\_\_\_\_ (Flyer and Sign-in Sheet Attached)

\$300 per event. Locate topically relevant speakers, advertise and host the events.

**2. Monthly Newsletter Article**

Dates \_\_\_\_\_

(Copy and Date of Each Article Attached)

\$200 per article, maximum one per month.

**3. City and Chamber Websites, Maintain and Link Chamber to City**

Create and maintain a Chamber website and optional Facebook page for advertising City and Chamber events, welcome new members/new businesses. Design and maintain a program to allow Chamber members to advertise on the Chamber website for a nominal fee. Work with City Economic Development and Information Systems to link Business and Commercial information between websites.

\$200 per month.

**4. Business Development Workshops/ Networking**

Work with City Economic Development to refer to existing workshops and establish, produce business focused workshops and networking events in the City of Colton.

Date \_\_\_\_\_ Speaker/Subject Matter \_\_\_\_\_

Attendance # \_\_\_\_\_ (Flyer and Sign-in Sheet Attached)

\$500 per event. Locate speakers on topics of concern to small business owners, advertise and host event, or partner with an area group holding a relevant workshop and advertise to Chamber members. Maximum of one event per month.

**5. Master Calendar**

Create and maintain a master calendar of community and civic organization events.

\$100 per month.

**6. Information/Visitors Center**

Provide informational materials and referral services for business assistance, and contact information for City services.

\$150 per month.

**7. Legislative Briefings**

Date \_\_\_\_\_ Speaker/Subject Matter \_\_\_\_\_

Attendance # (Flyer and Sign-in Sheet Attached)

\$1,000 per event. Conduct or partner with another local or regional entity to host a legislative briefing for City businesses on issues that may affect them, such as the City's General Plan Update, area transportation improvements, and regional flood control projects. Also includes briefings from area candidates for elected offices, as information for local businesses. Plan, host and advertise the event. Maximum of 4 events per year.

**8. Grand Openings/Ribbon Cuttings/Open Houses/Mixers (excluding Tri City Mixer)**

Date \_\_\_\_\_ Business Name \_\_\_\_\_

Address \_\_\_\_\_ (Flyer Attached, news article attached)

Attendance # \_\_\_\_\_

\$500 per event. Coordinate with City Economic Development staff for Grand Opening and

23152.06000\8086907.1

Ribbon Cutting ceremonies for Colton businesses. Actively promote a "Shop Local" campaign.

**9. Business Contacts/Concerns** (Develop Contact spreadsheet, example below)

Date \_\_\_\_\_ Business Name: \_\_\_\_\_  
Address \_\_\_\_\_ Phone \_\_\_\_\_  
Email \_\_\_\_\_ Purpose of visit \_\_\_\_\_  
City visit requested \_\_\_\_ (Yes) \_\_\_\_ (No) \_\_\_\_\_

\$200 per month. Prepare and maintain list of business inquiries/contacts/site visits/business leads made or followed-up by Chamber staff or board members or referred by Councilmembers, noting reason for contact/site visit, issues for follow-up, detailed contact information. Forward spreadsheet to Economic Development Staff at least quarterly.

**10. Promotions/Special Events**

Work with City Economic Development to establish, produce economic Development Promotions for the City of Colton. Organize and coordinate Special Events, such as the Christmas Parade, Golf Tournament and the Tri City Mixer.

Dates \_\_\_\_\_ (Copy and Date of Each Promotion and Publication Attached)  
\$1,000 per event. Organize the event, advertise and host the event. Maximum of 6 events per year.

**11. Mentoring/Educational Opportunities**

Date \_\_\_\_\_ Location/Subject Matter-  
Mentor/Organization \_\_\_\_\_  
Student Participants/Organization \_\_\_\_\_  
(Flyer and Sign-in Sheet Attached)

\$200 per month. Work with CJUSD and the San Bernardino County Alliance for Education in organized events that foster mentoring or further educational opportunities for Colton youth.

**12. Business Liaison/Referral service and Annual Survey**

Work with County Workforce Development Department on outreach efforts to offer business owners assistance with business development or job search services. Work with City Economic Development to establish contact communications and annual retail-commercial survey for the City of Colton.

Dates \_\_\_\_\_  
(Copy and Date of Each contact and annual survey and results)  
\$100 per month for Liaison services  
\$200 per month for survey services

**13. Farmers Market**

Work with City Economic Development to establish a seasonal downtown "Farmers Market" presence on a local scale.

Dates \_\_\_\_\_  
\$500 per event. Plan, organize and conduct a local Farmer's Market.

**14. Young Professionals Development – Junior Chamber**

Development a Young Professional - Junior Chamber of Commerce which meets and shadows local businesses working in partnership with elected officials to help raise the voice and perspective of young professionals in Colton.

Dates \_\_\_\_\_  
\$1,000 for an organizational event and the planning of regular meetings.

**15. Civic Club Alliance**

Development alliance meetings between the Chamber of Commerce and Colton local businesses, forming a partnership between civic organizations and elected officials. Dates \_\_\_\_\_

Attendance # (Flyer and Sign-in Sheet Attached)  
\$1,000 for an organizational event and the planning of regular meetings.

23152.06000\8086907.1

**II. Financial Reporting:**

**16. Financial Reports / Claim for Payment**

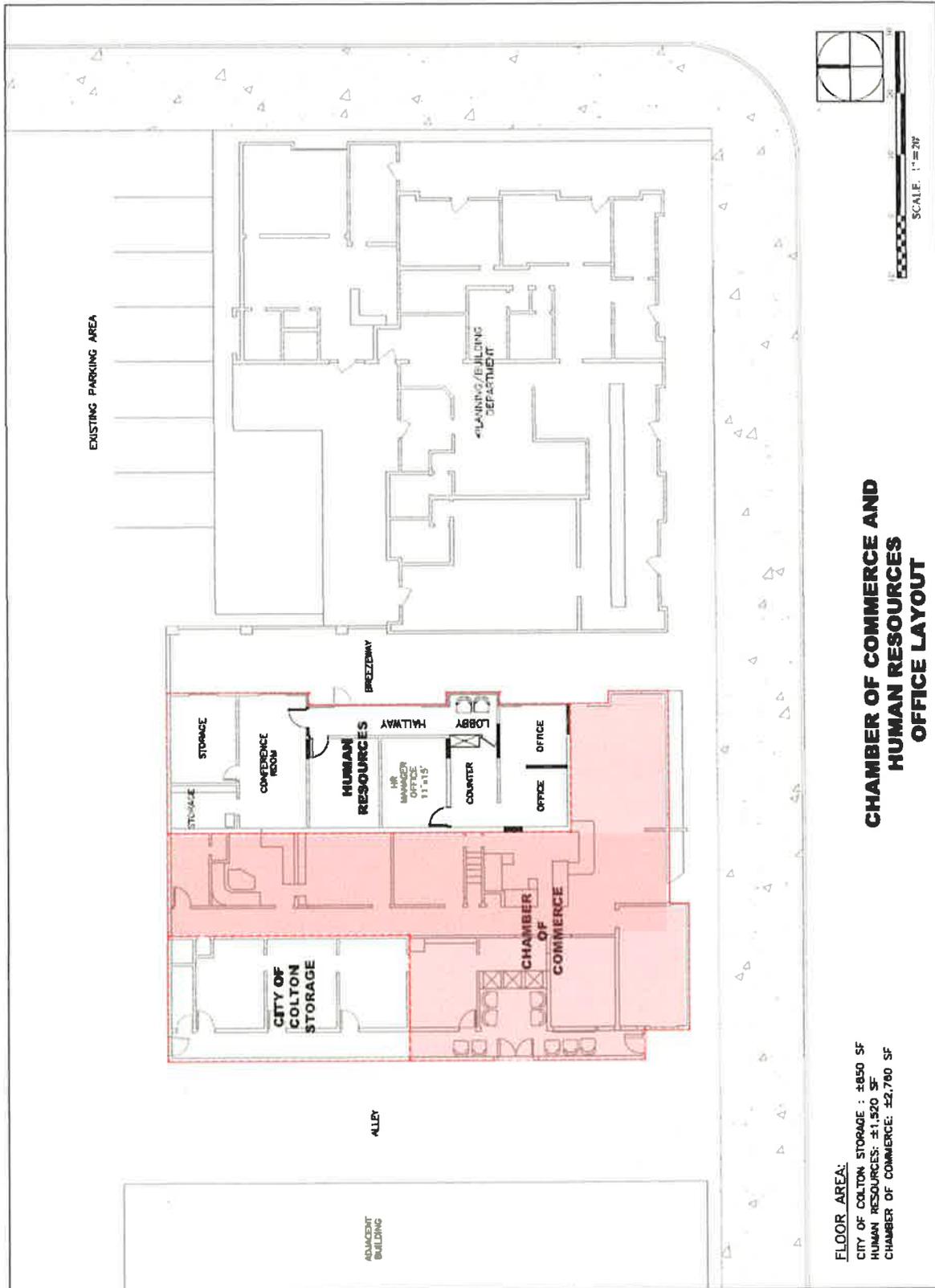
Complete and send the prior three months of reports to the City of Colton. \$100 per month for preparation of the required documentation. Documentation (i.e. the source documents used to support initial payment by the Chamber) should be attached for each item being claimed for reimbursement. A summary invoice for the services rendered for the quarter should also be included.

**Exhibit "C"**  
**Compensation Schedule**  
 July 1, 2015 – June 30, 2016

| <b>Task</b>                                      | <b>Reimbursement</b>                   |
|--------------------------------------------------|----------------------------------------|
| Networking Events/Speaking Engagements           | \$300 per event                        |
| Monthly Newsletter Article                       | \$200 per article                      |
| City / Chamber Website                           | \$200 per month                        |
| Business Development Workshops                   | \$500 per event                        |
| Master Calendar                                  | \$100 per month                        |
| Information/Visitors Information                 | \$150 per month                        |
| Legislative Briefings                            | \$1,000 per event                      |
| Grand Openings/Ribbon Cuttings/Mixers            | \$500 per event                        |
| Business Contacts/Concerns                       | \$300 per month                        |
| Promotions/Special Events                        | \$1,000 per event                      |
| Mentoring/Educational Opportunities              | \$200 per month                        |
| Business Liaison/Referral Services/Annual Survey | \$100/mo. Liaison,<br>\$200/mo. Survey |
| Market Night                                     | \$500 per event                        |
| Young Professionals Development - Junior Chamber | \$1,000 annual                         |
| Civic Club - Alliance Building                   | \$1,000 annual                         |
| Monthly Reporting (Delivered Quarterly)          | \$100 per month                        |

Contract is not-to-exceed \$25,000 for the year. Fees may be earned per event, or per month, as specified in Exhibit "B" Performance Reporting

**Exhibit "D"**  
**Chamber of Commerce – Square Footage**



**THIS PAGE WAS INTENTIONALLY LEFT BLANK**



## STAFF REPORT

DATE: JULY 5, 2016

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL  
HONORABLE CHAIRPERSON AND UTILITY AUTHORITY  
MEMBERS

FROM: BILL SMITH, CITY MANAGER

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

SUBJECT: ORDERING THE LEVY FOR ASSESSMENTS FOR IMPROVEMENT  
DISTRICT "A" (JAMES SULLIVAN MUTUAL WATER COMPANY)

### RECOMMENDED ACTION

1. Staff recommends that the City Council approve the attached resolution authorizing the 2016-2017 annual levy of tax assessments for Improvement District "A" (James Sullivan Mutual Water Company),
2. Staff recommends that the City Council approve the attached Auditor-Controller/Treasurer/Tax Collector Agreement for Collection of Special Taxes, Fees, and Assessments for Fiscal Year 2016-17,
3. The Colton Utility Authority Board review, ratify and to the extent necessary, recommend that the City Council take the above action(s).

### BACKGROUND

In 1988 the City of Colton adopted resolution #R-38-88, establishing a fiscal structure to repay the loan associated with the reconstruction of water facilities of the James Sullivan Mutual Water Company, Improvement District "A", and establishing a list of unpaid assessments over a 35 year amortized payment schedule.

The City has determined that the amount of required tax to be levied per share for the 2016-2017 Fiscal Year is as shown on the attached Exhibit "A".

### ISSUES/ANALYSIS

This is the twenty-eighth year of such assessment. However, the County requires an annual resolution to apply the levy on the tax roll. The 2016-2017 levy is \$31,591.26, covering 83 parcels.

The County of San Bernardino Auditor-Controller/Treasurer/Tax Collector is requesting all agencies to update the attached agreement to remain in compliance as outlined in Section 4 of the Agreement

for Collection of Special Taxes, Fees and Assessments. District guarantees that the taxes, fees, or assessments imposed by District and collected pursuant to this Agreement comply with all requirements of state law, including but not limited to, Articles XIIC and XIID of the California Constitution (Proposition 218). Upon inquiry from the County, evidence of the legality of the special assessments must be produced to prove conformity with Proposition 218 and other applicable laws that allow the placing of fees on the tax bill. Beginning this year, all agencies are required to sign and submit a new agreement for Fiscal Year 2016-17. The signed agreement will be an annual requirement to be submitted prior to the August 10<sup>th</sup> submittal deadline.

### **FISCAL IMPACTS**

There is no fiscal impact to the general fund. The revenue from the assessments is recorded in Acct. 364-5204 (\$31,596.36), the expenses in Acct. #364-7900-7900-2500 (Principal \$15,871), and 364-7900-7900-2510 (Interest \$15,696). The levy of \$31,591.26, is necessary to pay the annual debt service.

### **ALTERNATIVES**

1. Provide alternative direction to staff.

### **ATTACHMENTS**

1. Resolution No. R-65-16
2. Exhibit "A"
3. Agreement – Collection of Special Assessments



1  
2 ATTEST:

3  
4 \_\_\_\_\_  
5 CAROLINA R. PADILLA  
6 City Clerk  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**EXHIBIT "A"**

**CITY OF COLTON  
IMPROVEMENT DISTRICT 'A' SPECIAL ASSESSMENTS  
July 1, 2016**

| <b>NO.</b> | <b>ASSESSOR'S<br/>PARCEL NO.</b> | <b>2016-2017<br/>ASSESSMENT</b> | <b>ASSESSOR'S<br/>PROCESSING<br/>COST</b> | <b>GRAND TOTAL<br/>2016-2017<br/>ASSESSMENT</b> |
|------------|----------------------------------|---------------------------------|-------------------------------------------|-------------------------------------------------|
| 1          | 0276-491-04                      | \$ 371.60                       | \$ 0.30                                   | \$ 371.90                                       |
| 2          | 0282-192-09                      | \$ 371.61                       | \$ 0.30                                   | \$ 371.91                                       |
| 3          | 0282-251-01                      | \$ 371.61                       | \$ 0.30                                   | \$ 371.91                                       |
| 4          | 0282-251-02                      | \$ 371.61                       | \$ 0.30                                   | \$ 371.91                                       |
| 5          | 0282-251-03                      | \$ 371.61                       | \$ 0.30                                   | \$ 371.91                                       |
| 6          | 0282-252-01                      | \$ 371.60                       | \$ 0.30                                   | \$ 371.90                                       |
| 7          | 0282-252-02                      | \$ 371.61                       | \$ 0.30                                   | \$ 371.91                                       |
| 8          | 0282-252-05                      | \$ 371.61                       | \$ 0.30                                   | \$ 371.91                                       |
| 9          | 0282-252-06                      | \$ 737.84                       | \$ 0.30                                   | \$ 738.14                                       |
| 10         | 0282-252-07                      | \$ 371.61                       | \$ 0.30                                   | \$ 371.91                                       |
| 11         | 0282-252-08                      | \$ 371.60                       | \$ 0.30                                   | \$ 371.90                                       |
| 12         | 0282-252-09                      | \$ 371.60                       | \$ 0.30                                   | \$ 371.90                                       |
| 13         | 0282-252-10                      | \$ 371.61                       | \$ 0.30                                   | \$ 371.91                                       |
| 14         | 0282-252-13                      | \$ 1,104.08                     | \$ 0.30                                   | \$ 1,104.38                                     |
| 15         | 0282-252-14                      | \$ 371.61                       | \$ 0.30                                   | \$ 371.91                                       |
| 16         | 0282-252-15                      | \$ 371.61                       | \$ 0.30                                   | \$ 371.91                                       |
| 17         | 0282-261-01                      | \$ 371.60                       | \$ 0.30                                   | \$ 371.90                                       |
| 18         | 0282-261-02                      | \$ 371.61                       | \$ 0.30                                   | \$ 371.91                                       |
| 19         | 0282-261-03                      | \$ 371.61                       | \$ 0.30                                   | \$ 371.91                                       |
| 20         | 0282-261-04                      | \$ 371.61                       | \$ 0.30                                   | \$ 371.91                                       |
| 21         | 0282-261-07                      | \$ 371.60                       | \$ 0.30                                   | \$ 371.90                                       |
| 22         | 0282-261-10                      | \$ 371.61                       | \$ 0.30                                   | \$ 371.91                                       |
| 23         | 0282-261-11                      | \$ 371.61                       | \$ 0.30                                   | \$ 371.91                                       |
| 24         | 0282-261-12                      | \$ 737.84                       | \$ 0.30                                   | \$ 738.14                                       |
| 25         | 0282-261-13                      | \$ 371.61                       | \$ 0.30                                   | \$ 371.91                                       |
| 26         | 0282-261-14                      | \$ 371.61                       | \$ 0.30                                   | \$ 371.91                                       |
| 27         | 0282-261-15                      | \$ 371.61                       | \$ 0.30                                   | \$ 371.91                                       |
| 28         | 0282-261-18                      | \$ 371.61                       | \$ 0.30                                   | \$ 371.91                                       |
| 29         | 0282-261-19                      | \$ 371.61                       | \$ 0.30                                   | \$ 371.91                                       |
| 30         | 0282-261-20                      | \$ 371.61                       | \$ 0.30                                   | \$ 371.91                                       |
| 31         | 0282-261-25                      | \$ 178.55                       | \$ 0.30                                   | \$ 178.85                                       |
| 32         | 0282-261-26                      | \$ 371.61                       | \$ 0.30                                   | \$ 371.91                                       |
| 33         | 0282-261-27                      | \$ 188.49                       | \$ 0.30                                   | \$ 188.79                                       |
| 34         | 0282-261-28                      | \$ 188.49                       | \$ 0.30                                   | \$ 188.79                                       |
| 35         | 0282-281-01                      | \$ 371.61                       | \$ 0.30                                   | \$ 371.91                                       |
| 36         | 0282-281-02                      | \$ 371.61                       | \$ 0.30                                   | \$ 371.91                                       |
| 37         | 0282-281-03                      | \$ 371.61                       | \$ 0.30                                   | \$ 371.91                                       |
| 38         | 0282-281-04                      | \$ 371.61                       | \$ 0.30                                   | \$ 371.91                                       |
| 39         | 0282-281-06                      | \$ 371.61                       | \$ 0.30                                   | \$ 371.91                                       |
| 40         | 0282-281-07                      | \$ 371.61                       | \$ 0.30                                   | \$ 371.91                                       |
| 41         | 0282-281-08                      | \$ 371.61                       | \$ 0.30                                   | \$ 371.91                                       |
| 42         | 0282-281-09                      | \$ 371.91                       | \$ 0.30                                   | \$ 372.21                                       |
| 43         | 0282-281-12                      | \$ 371.61                       | \$ 0.30                                   | \$ 371.91                                       |
| 44         | 0282-281-14                      | \$ 371.61                       | \$ 0.30                                   | \$ 371.91                                       |

**EXHIBIT "A"**

**CITY OF COLTON  
IMPROVEMENT DISTRICT 'A' SPECIAL ASSESSMENTS  
July 1, 2016**

| <b>NO.</b> | <b>ASSESSOR'S<br/>PARCEL NO.</b> | <b>2016-2017<br/>ASSESSMENT</b> | <b>ASSESSOR'S<br/>PROCESSING<br/>COST</b> | <b>GRAND TOTAL<br/>2016-2017<br/>ASSESSMENT</b> |
|------------|----------------------------------|---------------------------------|-------------------------------------------|-------------------------------------------------|
| 45         | 0282-281-15                      | \$ 371.61                       | \$ 0.30                                   | \$ 371.91                                       |
| 46         | 0282-282-01                      | \$ 371.61                       | \$ 0.30                                   | \$ 371.91                                       |
| 47         | 0282-282-02                      | \$ 371.61                       | \$ 0.30                                   | \$ 371.91                                       |
| 48         | 0282-283-01                      | \$ 371.61                       | \$ 0.30                                   | \$ 371.91                                       |
| 49         | 0282-283-02                      | \$ 371.61                       | \$ 0.30                                   | \$ 371.91                                       |
| 50         | 0282-283-03                      | \$ 371.61                       | \$ 0.30                                   | \$ 371.91                                       |
| 51         | 0282-291-01                      | \$ 371.61                       | \$ 0.30                                   | \$ 371.91                                       |
| 52         | 0282-291-03                      | \$ 371.61                       | \$ 0.30                                   | \$ 371.91                                       |
| 53         | 0282-291-04                      | \$ 371.61                       | \$ 0.30                                   | \$ 371.91                                       |
| 54         | 0282-292-01                      | \$ 371.61                       | \$ 0.30                                   | \$ 371.91                                       |
| 55         | 0282-292-02                      | \$ 371.61                       | \$ 0.30                                   | \$ 371.91                                       |
| 56         | 0282-292-03                      | \$ 371.61                       | \$ 0.30                                   | \$ 371.91                                       |
| 57         | 0282-292-04                      | \$ 371.61                       | \$ 0.30                                   | \$ 371.91                                       |
| 58         | 0282-292-05                      | \$ 554.72                       | \$ 0.30                                   | \$ 555.02                                       |
| 59         | 0282-292-07                      | \$ 371.61                       | \$ 0.30                                   | \$ 371.91                                       |
| 60         | 0282-292-08                      | \$ 371.61                       | \$ 0.30                                   | \$ 371.91                                       |
| 61         | 0282-292-09                      | \$ 371.61                       | \$ 0.30                                   | \$ 371.91                                       |
| 62         | 0282-292-10                      | \$ 371.61                       | \$ 0.30                                   | \$ 371.91                                       |
| 63         | 0282-292-11                      | \$ 371.61                       | \$ 0.30                                   | \$ 371.91                                       |
| 64         | 0282-292-12                      | \$ 371.61                       | \$ 0.30                                   | \$ 371.91                                       |
| 65         | 0282-292-14                      | \$ 371.60                       | \$ 0.30                                   | \$ 371.90                                       |
| 66         | 0282-293-01                      | \$ 371.61                       | \$ 0.30                                   | \$ 371.91                                       |
| 67         | 0282-293-02                      | \$ 371.61                       | \$ 0.30                                   | \$ 371.91                                       |
| 68         | 0282-293-03                      | \$ 371.61                       | \$ 0.30                                   | \$ 371.91                                       |
| 69         | 0282-293-04                      | \$ 371.61                       | \$ 0.30                                   | \$ 371.91                                       |
| 70         | 0282-293-06                      | \$ 371.61                       | \$ 0.30                                   | \$ 371.91                                       |
| 71         | 0282-293-07                      | \$ 371.61                       | \$ 0.30                                   | \$ 371.91                                       |
| 72         | 0282-293-08                      | \$ 371.61                       | \$ 0.30                                   | \$ 371.91                                       |
| 73         | 0282-293-09                      | \$ 371.61                       | \$ 0.30                                   | \$ 371.91                                       |
| 74         | 0282-293-10                      | \$ 371.61                       | \$ 0.30                                   | \$ 371.91                                       |
| 75         | 0282-293-11                      | \$ 371.61                       | \$ 0.30                                   | \$ 371.91                                       |
| 76         | 0282-312-05                      | \$ 371.61                       | \$ 0.30                                   | \$ 371.91                                       |
| 77         | 0282-321-04                      | \$ 371.61                       | \$ 0.30                                   | \$ 371.91                                       |
| 78         | 0282-322-16                      | \$ 371.61                       | \$ 0.30                                   | \$ 371.91                                       |
| 79         | 0282-331-42                      | \$ 188.49                       | \$ 0.30                                   | \$ 188.79                                       |
| 80         | 0282-331-43                      | \$ 188.49                       | \$ 0.30                                   | \$ 188.79                                       |
| 81         | 0282-331-03                      | \$ 371.61                       | \$ 0.30                                   | \$ 371.91                                       |
| 82         | 0282-331-14                      | \$ 371.61                       | \$ 0.30                                   | \$ 371.91                                       |
| 83         | 0282-331-45                      | \$ 371.61                       | \$ 0.30                                   | \$ 371.91                                       |
|            |                                  | <b>\$ 31,566.36</b>             | <b>\$ 24.90</b>                           | <b>\$ 31,591.26</b>                             |



AUDITOR-CONTROLLER/TREASURER/TAX COLLECTOR  
AGREEMENT FOR COLLECTION OF SPECIAL  
TAXES, FEES, AND ASSESSMENTS  
FISCAL YEAR 2016-17

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN BERNARDINO, hereinafter referred to as "County" and the \_\_\_\_\_, hereinafter referred to as "District".

WITNESSETH:

WHEREAS, Government Code Sections 29304 and 51800 authorize the County to recoup its collection costs when the County collects taxes, fees, or assessments for any school district, special district, zone or improvement district thereof; and

WHEREAS, the District and County have determined that it is in the public interest that the County, when requested by District, collect on the County tax rolls the special taxes, fees, and assessments for District.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. County agrees, when requested by District as hereinafter provided to collect on the County tax rolls the special taxes, fees, and assessments of District, and of each zone or improvement District thereof.

2. When County is to collect District's special taxes, fees, and assessments, District agrees to notify in writing the Auditor-Controller (268 W. Hospitality Lane, 4<sup>TH</sup> floor, San Bernardino, CA 92415) of the County on or before the 10<sup>th</sup> day of August of each fiscal year of the Assessor's parcel numbers and the amount of each special tax, fee, or assessment to be so collected. Any such notice, in order to be effective, must be received by the Auditor-Controller by said date.

3. County may charge District an amount per parcel for each special tax, fee, or assessment that is to be collected on the County tax rolls by the County for the District, not to exceed County's actual cost of collection.

4. District warrants that the taxes, fees, or assessments imposed by District and collected pursuant to this Agreement comply with all requirements of state law, including but not limited to, Articles XIIC and XIID of the California Constitution (Proposition 218).

5. District hereby releases and forever discharges County and its officers, agents and employees from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of District's responsibility under

this agreement, or other action taken by District in establishing a special tax, fee, or assessment and implementing collection of special taxes, fees or assessments as contemplated in this agreement.

6. The County Auditor/Controller has not determined the validity of the taxes or assessments to be collected pursuant to this contract, and the undersigned District hereby assumes any and all responsibility for making such a determination. The undersigned District agrees to indemnify, defend and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract or the imposition of the taxes or assessments collected pursuant to this contract, and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law. If any judgment is entered against County or any other indemnified party as a result of action taken to implement this Agreement, District agrees that County may offset the amount of any judgment paid by County or by any indemnified party from any monies collected by County on District's behalf, including property taxes, special taxes, fees, or assessments. County may, but is not required to, notify District of its intent to implement any offset authorized by this paragraph.

7. District agrees that its officers, agents and employees will cooperate with County by answering inquiries made to District by any person concerning District's special tax, fee, or assessment, and District agrees that its officers, agents and employees will not refer such individuals making inquiries to County officers or employees for response.

8. District shall not assign or transfer this agreement or any interest herein and any such assignment or transfer or attempted assignment or transfer of this agreement or any interest herein by District shall be void and shall immediately and automatically terminate this agreement

9. This agreement shall be effective for the 20\_\_\_\_ fiscal year.

10. Either party may terminate this agreement for any reason upon thirty days written notice to the other party. The County Auditor/Controller shall have the right to exercise County's right and authority under this contract including the right to terminate the contract.

11. County's waiver of breach of any one term, covenant, or other provision of this agreement, is not a waiver of breach of any other term, nor subsequent breach of the term or provision waived.

12. Each person signing this agreement represents and warrants that he or she has been fully authorized to do so.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

District: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

SAN BERNARDINO COUNTY  
AUDITOR-CONTROLLER/TREASURER/TAX COLLECTOR

By Authorized Deputy: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**THIS PAGE WAS INTENTIONALLY LEFT BLANK**



## STAFF REPORT

DATE: JULY 5, 2016  
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
 FROM: BILL SMITH, CITY MANAGER  
 PREPARED BY: DAVID KOLK, Ph.D., UTILITIES DIRECTOR  
 SUBJECT: CONTRACT AWARD FOR SYCAMORE AVENUE ASPHALT PAVING PROJECT

### RECOMMENDED ACTION

It is recommended that the City Council authorize the award of construction contract for the Sycamore Avenue Asphalt Paving Project to Matich Corporation as the lowest responsive and responsible bidder in the amount of \$68,758.04; Authorize the City Manager or his or her designee to approve Change Orders not to exceed 10% of the awarded contract.

### BACKGROUND

Sycamore Avenue was identified as one of the arterial roads that are failing and need some rehabilitation. The proposed scope of work includes grinding and rubberized asphalt overlay of existing pavement, overlay with rubberized asphalt and thermoplastic striping.

### ISSUES/ANALYSIS

In accordance with the Colton Municipal Code Section 3.08.120, a request for Notice Inviting Informal Bids was sent to several potential bidders on May 24, 2016. The bids were opened on June 8, 2016 and the City received the following bids:

| <u>Contractor's Name</u> |   | <u>Bid Amount</u> |
|--------------------------|---|-------------------|
| 1. Matich Corporation    | - | \$68,758.04       |
| 2. Hardy and Harper Inc. | - | \$77,000.00       |
| 3. Wheeler Paving        | - | \$81,871.50       |
| 4. All American Asphalt  | - | \$99,548.40       |

Staff has reviewed and evaluated each submitted bid. Staff recommends the award of a construction contract to the lowest responsive and responsible bidder, Matich Corporation in the amount of \$68,758.04 for the Sycamore Avenue Asphalt Paving Project.

## **FISCAL IMPACTS**

Sufficient Funds are available in the Capital Improvement Account Number 218-1702-6150-3890 (\$50,000) and Account Number 450-1511-6970-3890 (\$40,282.50). These are Measure I funded capital improvement accounts in which Account Number 218-1702-6150-3890 is a new account established with the approval of FY 16-17 Budget while Account Number 450-1511-6970-3890 is an existing account that will be carried forward to FY 16-17.

## **ALTERNATIVES**

1. Provide alternative direction to staff.

## **ATTACHMENTS**

1. Exhibit A – Contract

# **EXHIBIT A**

## **CONTRACT**

# **EXHIBIT A**

## **CONTRACT**

**CITY OF COLTON**  
**SHORT-FORM CONSTRUCTION CONTRACT**  
**SYCAMORE AVENUE ASPHALT PAVING PROJECT**

**1. PARTIES AND DATE.**

This Contract is made and entered into this 5th day of July, 2016 by and between the City of Colton, a municipal organization 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 Matich Corporation, a Corporation with its principal place of business at P.O. Box 10 Highland, CA 92348 (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Contract.

**2. RECITALS.**

2.1 City. City is a municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of certain construction services required by the City on the terms and conditions set forth in this Contract. Contractor represents that it is experienced in providing construction of grinding and asphalt paving 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.

2.3 Project. City desires to engage Contractor to render such services for the City for the **Sycamore Ave Asphalt Paving Project** (“Project”) as set forth in this Contract.

2.4 Project Documents & Certifications. Contractor has obtained, and delivers concurrently herewith, Insurance documents as required by the Contract.

**3. TERMS**

3.1 Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto: Exhibit A and B.

3.2 Contractor’s Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the Owner all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Project, including all structures and facilities necessary for the Project or described in the Contract (hereinafter sometimes referred to as the “Work”), for a Total Contract Price as specified pursuant to this Contract. All Work shall be subject to, and performed in accordance

with the above referenced documents, as well as the exhibits attached hereto and incorporated herein by reference. The plans and specifications for the Work are further described in Exhibit "A" attached hereto and incorporated herein by this reference. Special conditions, if any, relating to the Work are described in Exhibit "B" attached hereto and incorporated herein by this reference.

3.2.1 Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in advance and in writing by a valid change order executed by the City.

3.2.2 Substitutions/"Or Equal". Pursuant to Public Contract Code Section 3400(b), the City may make a finding that designates certain products, things, or services by specific brand or trade name. Unless specifically designated in this Contract, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words "or equal."

Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in this Contract. However, the City may have adopted certain uniform standards for certain materials, processes and articles. Contractor shall submit requests, together with substantiating data, for substitution of any "or equal" material, process or article no later than thirty-five (35) days after award of the Contract. To facilitate the construction schedule and sequencing, some requests may need to be submitted before thirty-five (35) days after award of Contract. Provisions regarding submission of "or equal" requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed "or equal" substitution request is rejected, Contractor shall be responsible for providing the specified material, process or article. The burden of proof as to the equality of any material, process or article shall rest with Contractor.

The City has the complete and sole discretion to determine if a material, process or article is an "or equal" material, process or article that may be substituted. Data required to substantiate requests for substitutions of an "or equal" material, process or article data shall include a signed affidavit from Contractor stating that, and describing how, the substituted "or equal" material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted "or equal" material, process or article, and substantiates that it is an "or equal" to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted "or equal" material, process or article. Failure to submit all the required substantiating data, including the signed affidavit, to the City in a timely fashion will result in the rejection of the proposed substitution.

Contractor shall bear all of the City's costs associated with the review of substitution requests. Contractor shall be responsible for all costs related to a substituted "or

equal” material, process or article. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code section 3400.

3.3 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Work under this Contract within Ninety (90) calendar days, beginning the effective date of the Notice to Proceed (“Contract Time”). Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed by the City. Such schedules or milestones may be included as part of Exhibits “A” or “B” attached hereto, or may be provided separately in writing to Contractor. Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages the sum of One Hundred Dollars (\$100.00) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule or Project milestones established pursuant to the Contract.

3.4 Standard of Performance; Performance of Employees. Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and 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 Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work 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 Work, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any work necessary to correct errors or omissions which are caused by Contractor’s failure to comply with the standard of care provided for herein. Any employee who is determined by the City to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to the City, shall be promptly removed from the Project by Contractor and shall not be re-employed on the Work.

3.5 Control and Payment of Subordinates; Contractual Relationship. City retains Contractor on an independent contractor basis and Contractor is not an employee of City. Any additional personnel performing the work governed by this Contract on behalf of Contractor 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 under this Contract 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, and workers’ compensation insurance.

3.6 City’s Basic Obligation. City agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as

otherwise provided in the Contract, the City shall pay to Contractor, as full consideration for the satisfactory performance by Contractor of the services and obligations required by this Contract, the above referenced compensation in accordance with compensation provisions set forth in the Contract.

### 3.7 Compensation and Payment.

3.7.1 Amount of Compensation. As consideration for performance of the Work required herein, City agrees to pay Contractor the Total Contract Price of **Sixty Eight Thousand Seven Hundred Seventy Eight Dollar and four Cents (\$68,758.04)** (“Total Contract Price”) provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the City.

3.7.2 Payment of Compensation. If the Work is scheduled for completion in thirty (30) or less calendar days, City will arrange for payment of the Total Contract Price upon completion and approval by City of the Work. If the Work is scheduled for completion in more than thirty (30) calendar days, City will pay Contractor on a monthly basis as provided for herein. On or before the fifth (5th) day of each month, Contractor shall submit to the City an itemized application for payment in the format supplied by the City indicating the amount of Work completed since commencement of the Work or since the last progress payment. These applications shall be supported by evidence which is required by this Contract and such other documentation as the City may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated. Contractor may be required to furnish a detailed schedule of values upon request of the City and in such detail and form as the City shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments.

3.7.3 Prompt Payment. City shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. However, no progress payments will be made for Work not completed in accordance with this Contract. Contractor shall comply with all applicable laws, rules and regulations relating to the proper payment of its employees, subcontractors, suppliers or others, including, but not limited, to Section 10262 of the Public Contract Code.

3.7.4 Contract Retentions. From each approved progress estimate, ten percent (10%) will be deducted and retained by the City, and the remainder will be paid to Contractor. All Contract retainage shall be released and paid to Contractor and subcontractors pursuant to California Public Contract Code Section 7107.

3.7.5 Other Retentions. In addition to Contract retentions, the City may deduct from each progress payment an amount necessary to protect City from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the City in performing any of Contractor’s obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion

date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by City during the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Contract; and (11) any other sums which the City is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

3.7.6 Substitutions for Contract Retentions. In accordance with California Public Contract Code Section 22300, the City will permit the substitution of securities for any monies withheld by the City to ensure performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the City, or with a state or federally chartered bank in California as the escrow agent, and thereafter the City shall then pay such monies to Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time the City has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this Section shall be in the form provided by the City.

3.7.7 Title to Work. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the City at the time of payment. To the extent that title has not previously been vested in the City by reason of payments, full title shall pass to the City at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the City, nor relieve Contractor from the responsibility to strictly comply with the Contract, and shall not relieve Contractor of responsibility for any loss of or damage to items.

3.7.8 Labor and Material Releases. Contractor shall furnish City with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by City.

3.7.9 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. Since the Work is 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 Contract. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Work available to interested parties upon request, and shall post copies at 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.

3.7.10 Apprenticeable Crafts. When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor.

3.7.11 Hours of Work. Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of \$25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

3.7.12 Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code section 1776. In the event of noncompliance with the requirements of this section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty to City, forfeit not more than \$50.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on Contractor.

### 3.8 Performance of Work; Jobsite Obligations.

#### 3.8.1 Water Quality Management and Compliance.

3.8.1.1 Water Quality Management and Compliance. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work 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); 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.

3.8.1.2 Compliance with the Statewide Construction General Permit. Contractor shall comply with all conditions of the most recent iteration of the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity, issued by the California State Water Resources Control Board ("Permit"). It shall be Contractor's sole responsibility to file a Notice of Intent and procure coverage under the Permit for all construction activity which results in the disturbance of more than one acre of total land area or which is part of a larger common area of development or sale. Prior to initiating work, Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) as required by the Permit. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, and monitoring and reporting requirements as required by the Permit. The Permit requires the SWPPP to be a "living document" that changes as necessary to meet the conditions and requirements of the job site as it progresses through different phases of construction and is subject to different weather conditions. It shall be Contractor's sole responsibility to update the SWPPP as necessary to address conditions at the project site. Without in any way diminishing Contractor's sole responsibility for obtaining coverage under, and complying with, the Permit, the City will use reasonable efforts to assist Contractor in filing the Notice of Intent when the City's participation is required by the Permit.

3.8.1.3 Other Water Quality Laws, Rules, Regulations and Policies. Contractor shall comply with the lawful requirements of the Environmental Protection Agency, the State Water Resources Control Board, the Santa Ana Regional Water Quality Control Board, and the City, as well as any other applicable municipality, drainage district, or local agency regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

3.8.1.4 Cost of Compliance. Storm, surface, nuisance, or other waters may be encountered at various times during construction of the Work. Therefore, the Contractor, by submitting a bid, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its bid accordingly, and assumes any and all risks and liabilities arising therefrom.

3.8.1.5 Liability for Non-Compliance. Failure to comply with the Permit is a violation of federal and state law. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to defend, indemnify and hold harmless the City and its directors, officials, officers, employees, volunteers and agents for any alleged violations of this Section 3.8.1, including the Permit or any of the laws, rules, regulations and policies provided for herein. In addition, City may seek damages from Contractor for any delay in completing the Work in accordance with the Contract, if such delay is caused by or related to Contractor's failure to comply with the Permit.

3.8.1.6 Reservation of Right to Defend. City reserves the right to defend any enforcement action brought against the City for Contractor's failure to comply with the Permit or any other relevant water quality law, regulation, or policy. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to be bound by, and to reimburse the City for the costs (including the City's attorney's fees) associated with, any settlement reached between the City and the relevant enforcement entity.

3.8.1.7 Training. In addition to the standard of performance requirements set forth in paragraph 3.5, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them without impacting water quality in violation of the laws, regulations and policies described in paragraph 3.26.1. Consultant 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 paragraph 3.26.1 as they may relate to the Work provided under this Contract. Upon request, City will provide the Contractor with a list of training programs that meet the requirements of this paragraph.

3.8.2 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, 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, adequate life protection and life saving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

3.8.3 Laws and Regulations. 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 Contract or the Work, 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 Work. If Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the City in writing. Any necessary changes shall be made by written change order. If 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. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.8.4 Permits and Licenses. Contractor shall be responsible for securing City permits and licenses necessary to perform the Work described herein, including, but not limited to, a City Business License. While Contractor will not be charged a fee for any City permits, Contractor shall pay the City's applicable business license fee. Any ineligible contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.

3.8.5 Trenching Work. If the Total Contract Price exceeds \$25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for City's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

3.8.6 Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify City of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by City; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, City shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

3.8.7 Underground Utility Facilities. To the extent required by Section 4215 of the California Government Code, City shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities

not indicated in the construction drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of City to provide for removal or relocation of such utility facilities.

3.8.8 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 Contract.

3.9 Completion of Work. When Contractor determines that it has completed the Work required herein, Contractor shall so notify City in writing and shall furnish all labor and material releases required by this Contract. City shall thereupon inspect the Work. If the Work is not acceptable to the City, the City shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a reinspection by the City. Once the Work is acceptable to City, City shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which City may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

3.10 Claims; Government Code Claim Compliance.

3.10.1 Claims of \$375,000 or Less. Notwithstanding any other provision herein, claims of \$375,000 or less shall be resolved pursuant to the alternative dispute resolution procedures set forth in California Public Contract Code §§ 20104, et seq.

3.10.2 Third Party Claims. Pursuant to Public Contract Code Section 9201, the City shall provide Contractor with timely notification of the receipt of any third-party claim, relating to the Contract. The City is entitled to recover its reasonable costs incurred in providing such notification.

3.10.3 Government Code Claims. 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.

3.11 Loss and Damage. Except as may otherwise be limited by law, Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by City. In the event of damage proximately caused by an Act of God, as defined by Section 7105 of the Public Contract Code, the City may terminate this Contract pursuant to Section 3.17.3; provided, however, that the City needs to provide Contractor with only one (1) day advanced written notice.

### 3.12 Indemnification.

3.12.1 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 Contractor's Work, the Project or this Contract, 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 Work is 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 Contractor.

3.12.2 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 3.12.1 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 Contract and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

### 3.13 Insurance.

3.13.1 Time for Compliance. Contractor shall not commence Work under this Contract 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 Contract for cause.

3.13.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by 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 Contract. Such insurance shall meet at least the following minimum levels of coverage:

3.13.2.1 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); (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; and (4) *Builders'/All Risk*: Builders'/All Risk insurance covering for all risks of loss, including explosion, collapse, underground excavation and removal of lateral support (and including earthquakes and floods if requested by the City).

3.13.2.2 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 a general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Contract/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; (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; and (4) *Builders'/All Risk*: Completed value of the project.

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

3.13.3.1 General Liability. (1) The City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the Work or operations performed by or on behalf of 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 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 Contractor's insurance and shall not be called upon to contribute with it.

3.13.3.2 Automobile Liability. (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 Contractor or for which 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 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 Contractor's insurance and shall not be called upon to contribute with it in any way.

3.13.3.3 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 Contractor.

3.13.3.4 All Coverages. Each insurance policy required by this Contract shall be endorsed to state that: (1) 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 (2) 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.

3.13.4 Builders'/All Risk Policy Requirements. The builders'/all risk insurance shall provide that the City be named as loss payee. In addition, the insurer shall waive all rights of subrogation against the City.

3.13.5 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.

3.13.6 Professional Liability Insurance. All architects, engineers, consultants or design professionals retained by Contractor shall also procure and maintain, for a period of five (5) years following completion of the Contract, errors and omissions liability insurance with a limit of not less than \$1,000,000 per occurrence. This insurance shall name the City, its directors, officials, officers, employees, agents and volunteers as additional and insureds with respect to Work performed, and shall otherwise comply with all requirements of this Section.

3.13.7 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.

3.13.8 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.

3.13.9 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Contract 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 supplied or approved by the City. 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.

3.13.10 Subcontractors. All subcontractors shall meet the requirements of this Section before commencing Work. In addition, Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

3.13.11 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 Work under this Contract.

### 3.14 Bond Requirements.

3.14.1 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "B" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Contract a Payment Bond in an amount required by the City and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the City.

3.14.2 Performance Bond. If specifically requested by City in Exhibit "B" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Contract a Performance Bond in an amount required by the City and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the City.

3.14.3 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 effected bond within (ten) 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 Contract until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, Contractor shall, upon request of the City, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. If Contractor fails to furnish any required bond, the City may terminate the Contract for cause.

3.14.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. 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.

3.15 Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

### 3.16 Employee/Labor Certifications.

3.16.1 Employment Eligibility; Contractor. By executing this Contract, 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 Contract, and shall not violate any such law at any time during the term of the Contract. Contractor shall avoid any violation of any such law during the term of this Contract 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 3.16 or any of its sub-sections.

3.16.2 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 Contract to make the same verifications and comply with all requirements and restrictions provided for in Section 3.16.1.

3.16.3 Employment Eligibility; Failure to Comply. Each person executing this Contract 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 Contract for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.16.1 or 3.16.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.16.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.16.4 Contractor's Labor Certification. By its signature hereunder, Contractor certifies that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's 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 Work. A certification form for this purpose, which is attached to this Contract as Exhibit "C" and incorporated herein by reference, shall be executed simultaneously with this Contract.

3.16.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests

protected by the State or Federal Constitutions. 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.

3.17 General Provisions.

3.17.1 City's Representative. The City hereby designates David Kolk, Ph. D. Utilities Director, or his or her designee, to act as its representative for the performance of this Contract ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the City's Representative or his or here designee.

3.17.2 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the City ("Contractor's Representative"). Following approval by the City, Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Contract. Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all construction means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the City, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the City, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the City's written approval.

3.17.3 Termination. This Contract may be terminated by City at any time, either with our without cause, by giving Contractor three (3) days advance written notice. In the event of termination by City for any reason other than the fault of Contractor, City shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, City may terminate the Contract immediately without notice, may reduce payment to Contractor in the amount necessary to offset City's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause. In the event this Contract is terminated in whole or in part as provided, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, City may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract.

3.17.4 Contract Interpretation. Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from City, the matter shall be referred to City's Representative, whose decision shall be binding upon Contractor.

3.17.5 Anti-Trust Claims. This provision shall be operative if this Contract is applicable to California Public Contract Code Section 7103.5. In entering into this Contract to

supply goods, services or materials, Contractor hereby offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the City tender final payment to Contractor, without further acknowledgment by the Parties.

3.17.6 Notices. All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

**Contractor:**

Matich Corporation  
P.O. Box 10  
Highland, California 92346  
Attn: Mark T Hickman

**City:**

City of Colton  
650 North La Cadena Drive  
Colton, California 92324  
Attn: David Kolk, Ph.D., Utilities Director

Any notice so given shall be considered received by the other Party three (3) days after deposit in the U.S. Mail as stated above and addressed to the Party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.17.7 Time of Essence. Time is of the essence in the performance of this Contract.

3.17.8 Assignment Forbidden. Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of City. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, City may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

3.17.9 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.17.8, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.17.10 Governing Law. This Contract shall be governed by the laws of the State of California. Venue shall be in San Bernardino County.

3.17.11 Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original.

3.17.12 Successors. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

3.17.13 Attorneys' Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Contract, the prevailing Party in such action shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.

3.17.14 Solicitation. 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 Contract. 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 Contract. For breach or violation of this warranty, City shall have the right to terminate this Contract without liability.

3.17.15 Conflict of Interest. For the term of this Contract, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom. In addition, Contractor agrees to file, or to 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 Work.

3.17.16 Certification of License. Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

3.17.17 Authority to Enter Contract. Each Party warrants that the individuals who have signed this Contract have the legal power, right and authority to make this Contract and bind each respective Party.

3.17.18 Entire Contract; Modification. This Contract contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Contract may only be modified by a writing signed by both Parties.

**[SIGNATURES ON NEXT PAGE]**

**SIGNATURE PAGE FOR SHORT-FORM CONSTRUCTION CONTRACT  
BETWEEN THE CITY OF COLTON  
AND MATICH CORPORATION**

IN WITNESS WHEREOF, the Parties have entered into this Contract as of the 5TH day of JULY, 2016.

**CITY OF COLTON**

By: \_\_\_\_\_  
City Manager

*Attest:* \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Executive Director  
Colton Utility Authority

**Match Corporation  
a Corporation**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title (Print)

\_\_\_\_\_  
Title (Print)

**EXHIBIT "A"**  
**SCOPE OF WORK**

The scope of work includes grinding and rubberized asphalt overlay of existing pavement, overlay with rubberized asphalt and thermoplastic striping

**EXHIBIT "B"**  
**SPECIAL CONDITIONS**

NA

**EXHIBIT "C"**  
**CERTIFICATION**  
**LABOR CODE - SECTION 1861**

I, the undersigned Contractor, am aware of the provisions of Section 3700, et seq., of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

**Matich Corporation**  
**a Corporation**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title (Print)

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title (Print)

**EXHIBIT "D"**  
**FEDERAL REQUIREMENTS**

**N/A**

**EXHIBIT "E"**  
**CONTRACT MODIFICATIONS**

N/A

MATCH CORPORATION  
P.O. BOX 10  
HIGHLAND, CA 92346

**BID SCHEDULE**  
SYCAMORE AVENUE ASPHALT PAVING PROJECT

**TIME OF COMPLETION: 15 CALENDAR DAYS**

| Item | Item Description                         | Unit | Qty    | Unit Price | Amount    |
|------|------------------------------------------|------|--------|------------|-----------|
| 1    | Mobilization                             | LS   | 1      | 8,100.00   | 8,100.00  |
| 2    | Water Pollution Control                  | LS   | 1      | 350.00     | 350.00    |
| 3    | Temporary Traffic Control                | LS   | 1      | 2,700.00   | 2,700.00  |
| 4    | Pavement Grinding (1/2~1-1/2" thick)     | SF   | 48,678 | .18        | 8,762.04  |
| 5    | Rubberized Asphalt Paving (1-1/2" thick) | Tons | 441    | 106.00     | 46,746.00 |
| 6    | Thermoplastic Striping and Markings      | LS   | 1      | 2,100.00   | 2,100.00  |
|      |                                          |      |        | Total=     | 68,758.04 |

**TOTAL BID PRICE (1 TO 6):**

68,758.04

Total Bid Price in Numbers

*Sixty Eight Thousand Seven hundred Fifty Eight and 04/100*

Total Bid Price in Written Form

In case of discrepancy between the unit price and the item cost set forth for a unit basis item, the unit price shall prevail and, shall be utilized as the basis for determining the lowest responsive, responsible bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Item Cost" column, then the amount set forth in the "Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. Final payment shall be determined by the Engineer from measured quantities of work performed based upon the unit price. In case of discrepancy between the written price and the numerical price, the written price shall prevail.

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Matich Corporation  
1596 Harry Sheppard Blvd.  
San Bernardino, CA 92408

### SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company  
790 The City Drive South, Suite 200  
Orange, CA 92868

### Mailing Address for Notices

Same as Above

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### OWNER:

(Name, legal status and address)

City of Colton  
160 South 10th Street  
Colton, CA 92324

**BOND AMOUNT:** \$ 10% Ten Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

Sycamore Avenue Asphalt Paving Project

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

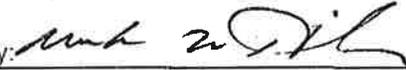
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 27th day of May, 2016.

  
\_\_\_\_\_  
(Witness)

  
\_\_\_\_\_  
(Witness) Kim Luu

Matich Corporation  
(Principal) \_\_\_\_\_ (Seal)

By:   
\_\_\_\_\_  
(Title) Mark T. Hickman Vice President

Liberty Mutual Insurance Company  
(Surety) \_\_\_\_\_ (Seal)

By:   
\_\_\_\_\_  
(Title) Heather Saitarelli, Attorney-in-Fact

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of Orange )

On MAY 27 2016 before me, Jeri Apodaca, Notary Public  
*Date Here Insert Name and Title of the Officer*  
personally appeared Heather Saltarelli  
*Name(s) of Signer(s)*

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

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

WITNESS my hand and official seal.



Signature Jeri Apodaca  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer -- Title(s): \_\_\_\_\_  
 Partner --  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other:  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer -- Title(s): \_\_\_\_\_  
 Partner --  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other:  
Signer Is Representing: \_\_\_\_\_



## STAFF REPORT

DATE: JULY 5, 2016  
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
 FROM: BILL SMITH, CITY MANAGER  
 PREPARED BY: DAVID KOLK, Ph.D., UTILITIES DIRECTOR  
 SUBJECT: CONTRACT AWARD FOR RECHE CANYON BOOSTER STATION ELECTRICAL UPGRADE PROJECT

### RECOMMENDED ACTION

It is recommended that the City Council authorize the award of construction contract for the Reche Canyon Booster Station Electrical Upgrade Project to Hydrotech Electric as the lowest responsive and responsible bidder in the amount of \$240,784.00; Authorize the City Manager or his or her designee to approve Change Orders not to exceed 10% of the awarded contract.

### BACKGROUND

Reche Canyon Booster Station was built in December 1980, and is essential in the Water Department's ability to pump water to Montecito Reservoir located at the Reche Canyon I Pressure Zone, which serves all customers of Reche Canyon areas. The Booster Station is located in the North/East corner of Washington Street and Reche Canyon Road. Failure of this booster station would result in inability to provide water for the entire Reche Canyon Area.

On May 2015, during routine maintenance staff became aware that Reche Canyon Booster Station was experiencing electrical issues between the electric panel and the pumps due to the age.

### ISSUES/ANALYSIS

In accordance with the Colton Municipal Code Section 3.08.120, a request for Notice Inviting Formal Bids was sent for publishing on May 27, 2016. The bids were opened on June 20, 2016 and the City received the following bids:

| <u>Contractor's Name</u>           | <u>Bid Amount</u> |
|------------------------------------|-------------------|
| 1. Hydrotech Electric              | \$240,784.00      |
| 2. Gateway Pacific Contractors Inc | \$243,013.00      |

Staff has reviewed and evaluated each submitted bid. Staff recommends the award of a construction contract to the lowest responsive and responsible bidder, Hydrotech Electric in the amount of \$240,784.00 for the Reche Canyon Booster Station Electrical Upgrade Project.

**FISCAL IMPACTS**

Sufficient funds are available in the Water Capital Improvement Booster Station Account Number 521-8100-8101-8103 (\$400,000). This account is an existing account that will be carried forward to FY 16-17.

**ALTERNATIVES**

1. Provide alternative direction to staff.

**ATTACHMENTS**

1. Exhibit A – Contract

# **EXHIBIT A**

## **CONTRACT**

## CONTRACT

THIS CONTRACT is made this **5th** day of **July, 2016**, in the County of San Bernardino, State of California, by and between the City of Colton, hereinafter called City, and **Hydrotech Electric**, hereinafter called Contractor. The City and the Contractor for the considerations stated herein agree as follows:

**ARTICLE 1. SCOPE OF WORK.** The Contractor shall perform all Work within the time stipulated the Contract and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5 below for the following Project:

### **RECHE CANYON BOOSTER STATION ELECTRICAL UPGRADE PROJECT**

The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

**ARTICLE 2. TIME FOR COMPLETION.** The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **NINETY TWENTY (90)** calendar days from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

**ARTICLE 3. CONTRACT PRICE.** The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of **Two Hundred Forty Thousand Seven Hundred Eighty Four and Zero Cents (\$240,784.00)**. Payment shall be made as set forth in the General Conditions.

**ARTICLE 4. LIQUIDATED DAMAGES.** In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of **\$500.00** for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

**ARTICLE 5. COMPONENT PARTS OF THE CONTRACT.** The "Contract Documents" include the following:

- Notice Inviting Bids
- Instructions to Bidders
- Contractor's Bid Forms
- Contractor's Certificate Regarding Workers' Compensation
- Bid Bond
- Designation of Subcontractors

Information Required of Bidders  
Non-Collusion Affidavit form  
Contract  
Performance Bond  
Payment (Labor and Materials) Bond  
General Conditions  
Technical Specifications  
Greenbook Standard Specifications (Sections 1-9 Excluded)  
Addenda  
Plans and Contract Drawings  
Any other documents contained in or incorporated into the Contract

The Contactor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

**ARTICLE 6. PROVISIONS REQUIRED BY LAW.** Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Project.

**ARTICLE 7. INDEMNIFICATION.** Contractor shall provide indemnification as set forth in the General Conditions.

**ARTICLE 8. PREVAILING WAGES.** Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at Public Works Department or may be obtained online at <http://www.dir.ca.gov/dlsr>. and which must be posted at the job site. If the Work involves federal funds or otherwise requires compliance with the Davis-Bacon Fair Labor Standards Act, the Contractor and all its subcontractors shall comply with the higher of the state or federal prevailing wage rates.

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

**CITY OF COLTON**

**By:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**Attest:**

\_\_\_\_\_  
City Clerk

**Approved as to form:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**HYDROTECH ELECTRIC**

**By:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
License Number

**BID FORM**

NAME OF BIDDER: Hyprotect Electric

The undersigned, hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any, for the following Project:

**RECHE CANYON BOOSTER STATION ELECTRICAL UPGRADE PROJECT**

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project for the following TOTAL BID PRICE:

| <b>BASE BID</b>        | <b>BASE BID PRICE (ITEMS 1 TO 8)<br/>(IN WRITTEN FORM)</b>    | <b>BID PRICE<br/>(IN NUMBERS)</b> |
|------------------------|---------------------------------------------------------------|-----------------------------------|
| <b>TOTAL BID PRICE</b> | Two hundred forty thousand Seven hundred eighty four Dollars. | \$ 240,784.00                     |

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

# BID SCHEDULE

## RECHE CANYON BOOSTER STATION ELECTRICAL UPGRADE PROJECT

**TIME OF COMPLETION: 90 CALENDAR DAYS**

| ITEM | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | UNIT | QTY | UNIT PRICE | EXTENDED AMOUNT |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|-----|------------|-----------------|
| 1.   | Supply and Install complete Meter/main service, NEMA 3R rated, 277/460Y, 3ph, 4W, 60Hz, 42kA fault current, City of Colton meter, 400A main breaker kirk-keyed with 400A generator breaker. This equipment shall be pad mounted at the end of the southeastern wall outside the building.                                                                                                                                                                                                                                                       | LS   | 1   | 40,427.00  | 40,427.00       |
| 2.   | Provide trenching and (2) 4-inch conduits to connect to the existing service transformer pad.                                                                                                                                                                                                                                                                                                                                                                                                                                                   | LS   | 1   | 19,515.00  | 19,515.00       |
| 3.   | Supply and Install complete Motor Control Center (MCC), 600A, 460V, 3ph, 3W, NEMA 1 enclosed. SQD Model 6, 42kA bus bracing. 6 sections total. The MCC shall be installed inside the building at the southeast corner. Sections include three (3) VFD's for pumps 1-2-3, rated for 50HP, 460V. Drives are oversized due to excessive heat issues inside the station. (1) Corner section. (1) 20-inch empty RTU section, and (1) 400A breaker section with 10KVA XFMR and 18 circuit load panel 120/240V with breakers for lighting and control. | LS   | 1   | 117,828.00 | 117,828.00      |
| 4.   | Remove and dispose existing wall mounted electrical gear.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | LS   | 1   | 4083.00    | 4083.00         |
| 5.   | Provide new lights and receptacles added to the station                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | LS   | 1   | 9,888.00   | 9,888.00        |
| 6.   | Remove the 20-inch RTU and door and deliver to PLC/RTU provider for programming. Re-install the built-pan & door with Arc Flash labeling.                                                                                                                                                                                                                                                                                                                                                                                                       | LS   | 1   | 14,016.00  | 14,016.00       |
| 7.   | Protect and re-used existing 200A generator connection hub.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | LS   | 1   | 2700.00    | 2700.00         |
| 8.   | Provide CAD drawings and O&M documents; three (3) days of start-up service, inspection testing and training. Plans and drawings shall be stamped and signed by a California Licensed Electrical Engineer.                                                                                                                                                                                                                                                                                                                                       | LS   | 1   | 32,327.00  | 32,327.00       |

**TOTAL BID PRICE (ITEMS 1 TO 8):**

**\$ 240,784.00**

Total Bid Price in Numbers

*Two hundred forty thousand seven hundred eighty four dollars*

Total Bid Price in Written Form

**BID FORM**

12

In case of discrepancy between the unit price and the item cost set forth for a unit basis item, the unit price shall prevail and, shall be utilized as the basis for determining the lowest responsive, responsible bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Item Cost" column, then the amount set forth in the "Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. Final payment shall be determined by the Engineer from measured quantities of work performed based upon the unit price. In case of discrepancy between the written price and the numerical price, the written price shall prevail.

The undersigned agrees that this Bid Form constitutes a firm offer to the City which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the bid opening, or until a Contract for the Work is fully executed by the City and a third party, whichever is earlier.

The Contract duration shall commence on the date stated in the City's Notice to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents. In no case shall the Contractor commence construction prior to the date stated in the City's Notice to Proceed.

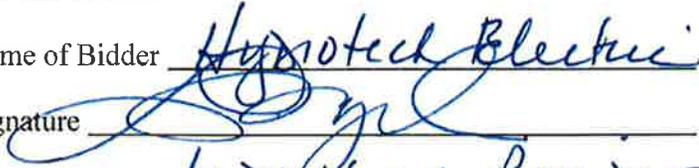
Bidder certifies that it is licensed in accordance with the law providing for the registration of Contractors, License No. 977838, Expiration Date 10/3/16, class of license C10. If the bidder is a joint venture, each member of the joint venture must include the above information.

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Contract Documents.

1. Addenda No. 1 thru 1
2. Attached is the required bid security in the amount of not less than 10% of the Total Bid Price.
3. Attached is the fully executed Non-Collusion Affidavit form.
4. Attached is the completed Designation of Subcontractors form.
5. Attached is the completed Bidder Information Form.
6. Attached is the completed Contractor's Certificate Regarding Workers' Compensation form.
7. Bidder acknowledges and understands that, pursuant to Public Contract Code Section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code Section 2717(b) in order to supply mined material for this Contract.

**BID FORM**

I hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Name of Bidder Hydrotech Electric  
Signature   
Name and Title Linda Klages President  
Dated 6/20/16

**BID FORM**

14

**CONTRACTOR'S CERTIFICATE REGARDING  
WORKERS' COMPENSATION**

I am aware of the provisions of Section 3700 of the 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 I will comply with such provisions before commencing the performance of the work of this Contract.

Name of Bidder Hydrotek Electric

Signature 

Name Linda Nagel

Title President

Dated 6/20/16

**CONTRACTOR'S CERTIFICATE REGARDING  
WORKERS' COMPENSATION**

**BID BOND**

The makers of this bond are, Maddox Electric, Inc., dba: Hydrotech Electric, as Principal, and Western Surety Company, as Surety and are held and firmly bound unto the City of Colton, hereinafter called the City, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to CITY for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated June 20, 20 16, for **RECHE CANYON BOOSTER STATION ELECTRICAL PROJECT**.

If the Principal does not withdraw its bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to the City as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall in affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this 17th day of June, 20 16, the name and corporate seal of each corporation.

(Corporate Seal)

Maddox Electric, Inc., dba:  
Hydrotech Electric  
Principal,  
By [Signature]  
Title Linda Nagel - President  
Western Surety Company

(Corporate Seal)

Surety  
By [Signature]

(Attach Attorney-in-Fact Certificate)

Title Les M. Mantle-Attorney in Fact

**CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION**

STATE OF CALIFORNIA )  
 )  
CITY OF \_\_\_\_\_ )

"SEE ATTACHED"

ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2016, before me, \_\_\_\_\_, a Notary Public in and for said state, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the within instrument as the Attorney-In-Fact of the (Surety) acknowledged to me that he subscribed the name of the \_\_\_\_\_ (Surety) thereto and his own name as Attorney-In-Fact.

\_\_\_\_\_  
Notary Public in and for said State

(SEAL)

Commission expires: \_\_\_\_\_

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

**CONTRACTOR'S CERTIFICATE REGARDING  
WORKERS' COMPENSATION**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )

County of Orange )

On 6-17-2016 before me, Mary Martignoni - Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Les M. Mantle  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

- Signer's Name: Les M. Mantle
- Corporate Officer – Title(s): \_\_\_\_\_
- Partner –  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

- Signer's Name: \_\_\_\_\_
- Corporate Officer – Title(s): \_\_\_\_\_
- Partner –  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: Western Surety Company

Signer Is Representing: \_\_\_\_\_

# Western Surety Company

## POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 71797976

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint LES M MANTLE

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Maddox Electric, Inc. dba Hydrotech Electric

Obligee: City of Colton

Amount: \$500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of September 20, 2016, but until such time shall be irrevocable and in full force and effect.

In witness whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 17th day of June, 2016.

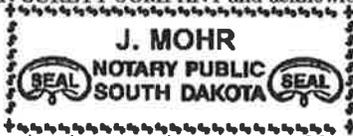


WESTERN SURETY COMPANY

*Paul T. Bruflat*

Paul T. Bruflat, Vice President

On this 17th day of June, in the year 2016, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



*J. Mohr*

Notary Public - South Dakota

My Commission Expires June 23, 2021

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 17th day of June, 2016.

WESTERN SURETY COMPANY

*Paul T. Bruflat*

Paul T. Bruflat, Vice President

To validate bond authenticity, go to [www.cnasurety.com](http://www.cnasurety.com) > Owner/Obligee Services > Validate Bond Coverage.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

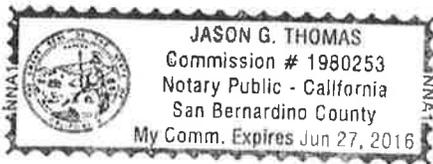
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of San Bernardino )  
On June 20, 2016 before me, Jason G. Thomas, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Linda Nagel  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**  
Title or Type of Document: Bid Bond Document Date: 6-20-16  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**  
Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  Partner —  Limited  General  
 Individual  Attorney in Fact  Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_ Signer Is Representing: \_\_\_\_\_

**DESIGNATION OF SUBCONTRACTORS**

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, each bidder shall set forth below: (a) the name and the location of the place of business and (b) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price. Notwithstanding the foregoing, if the work involves streets and highways, then the Contractor shall list each subcontractor who will perform work or labor or render service to Contractor in or about the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If no subcontractor is specified, for a portion of the work, or if more than one subcontractor is specified for the same portion of Work, to be performed under the Contract in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price or \$10,000, whichever is greater if the work involves streets or highways, then the Contractor shall be deemed to have agreed that it is fully qualified to perform that Work, and that it shall perform that portion itself.

| Portion of the Work | Subcontractor | Location of Business | % of the Work |
|---------------------|---------------|----------------------|---------------|
|                     |               |                      |               |
|                     |               |                      |               |
|                     |               |                      |               |
|                     |               |                      |               |
|                     |               |                      |               |
|                     |               |                      |               |
|                     |               |                      |               |
|                     |               |                      |               |
|                     |               |                      |               |

*n/a*

**DESIGNATION OF SUBCONTRACTORS**



**INFORMATION REQUIRED OF BIDDERS**

**A. INFORMATION ABOUT BIDDER**

[\*\*Indicate not applicable (“N/A”) where appropriate.\*\*]

NOTE: Where Bidder is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.

- 1.0 Name of Bidder: Hydrotek Electric
- 2.0 Type, if Entity: SA
- 3.0 Bidder Address: 8706 Ufca Ave  
Rancho Cucamonga, CA 91730
- Facsimile Number: 909/948-1080
- Telephone Number: 909/948-1908
- 4.0 How many years has Bidder’s organization been in business as a Contractor? 4
- 5.0 How many years has Bidder’s organization been in business under its present name? 4
- 5.1 Under what other or former names has Bidder’s organization operated?: ~~SA~~ Madday Electric Inc.
- 6.0 If Bidder’s organization is a corporation, answer the following:
  - 6.1 Date of Incorporation: 8/16/2012
  - 6.2 State of Incorporation: CALIF
  - 6.3 President’s Name: LINDA Nagel
  - 6.4 Vice-President’s Name(s): LINDA Nagel
  - 6.5 Secretary’s Name: LINDA Nagel
  - 6.6 Treasurer’s Name: LINDA Nagel

**INFORMATION REQUIRED OF BIDDERS**

7.0 If an individual or a partnership, answer the following:

7.1 Date of Organization: N/A

7.2 Name and address of all partners (state whether general or limited partnership):

N/A

8.0 If other than a corporation or partnership, describe organization and name principals:

N/A

9.0 List other states in which Bidder's organization is legally qualified to do business.

N/A

10.0 What type of work does the Bidder normally perform with its own forces?

Electrical Contracting

11.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

NO

12.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

NO

**INFORMATION REQUIRED OF BIDDERS**

14.0 List Trade References:

Schuler Constructors

Brittnee Electric

15.0 List Bank References (Bank and Branch Address):

Pacific Western Bank

9680 Haven Ave. #100

Rancho Cucamonga, CA 91730

16.0 Name of Bonding Company and Name and Address of Agent:

Western Surety Co. - Lesron Ins.

Les Mantle 4440 N. Harbor Blvd. #610

Fullerton, CA 92835

**INFORMATION REQUIRED OF BIDDERS**

**B. LIST OF CURRENT PROJECTS (Backlog)**

[\*\*Duplicate Page if needed for listing additional current projects.\*\*]

| Project                          | Description of Bidder's Work    | Completion Date | Cost of Bidder's Work | Contact Name & Phone           |
|----------------------------------|---------------------------------|-----------------|-----------------------|--------------------------------|
| S12 Sewer High Station Rehab     | Install Main Switchboard        | 7/31/16         | \$582,610 -           | Jim McCoy<br>760/779-9459      |
| EMWD 1225 W. Co. Consolidation   | Install Instrumentation Pkg     | 8/31/16         | 180,964 -             | Jeremy Johnson<br>951-925-2288 |
| B27 - Upgrades Sanitation/Water  | Install Main Switchboard        | 8/31/16         | \$35,382 -            | Sean Lema<br>909-620-9987      |
| IRWD Wells 12 & 13               | Elect Renovation of Equip Wells | 11/16           | \$56,620.00           | Brian Solt<br>951-738-9215     |
| IRWD Flow Meter Replace          | Instrumentation Replacement     | 7/16            | \$24,338.00           | Mike Wippler<br>714/632-3975   |
| Santa Margarita WD various sites | Instrumentation at turnouts     | 9/16            | \$70,000 -            | Dave Gustafson<br>714/4944564  |
|                                  |                                 |                 |                       |                                |
|                                  |                                 |                 |                       |                                |
|                                  |                                 |                 |                       |                                |
|                                  |                                 |                 |                       |                                |
|                                  |                                 |                 |                       |                                |
|                                  |                                 |                 |                       |                                |
|                                  |                                 |                 |                       |                                |
|                                  |                                 |                 |                       |                                |
|                                  |                                 |                 |                       |                                |
|                                  |                                 |                 |                       |                                |
|                                  |                                 |                 |                       |                                |
|                                  |                                 |                 |                       |                                |

**INFORMATION REQUIRED OF BIDDERS**

**C. LIST OF COMPLETED PROJECTS - LAST THREE YEARS**

[\*\*Duplicate Page if needed for listing additional completed projects.\*\*]

Please include only those projects which are similar enough to demonstrate Bidder's ability to perform the required Work.

| Project Client       | Description of Bidder's Work                   | Period of Performance | Cost of Bidder's Work | Contact Name & Phone          |
|----------------------|------------------------------------------------|-----------------------|-----------------------|-------------------------------|
| Pacific Hydrotech    | Installation of equip/controls                 | 6/14 - 6/15           | 803,600 -             | Sean Harns<br>951-943-8803    |
| GSE Constructor      | Install of conduits equipment, lighting        | 1/15 - 2/16           | 394,680 -             | Richard Harte<br>925-525-8661 |
| Schuler Constructors | Equip Modification Installation Equip/Controls | 10/14 - 1/15          | 101,270 -             | Brian Soh<br>951-738-9215     |
| Bowen Constructors   | Well site install of electrical                | 6/14 - 6/15           | 313,431.00            | Darrin Bowen<br>661-940-0899  |
| Jameson Engineering  | Import Station Meter Replacement               | 3/16 - 5/16           | 59,000 -              | Ron Wade<br>714 742-0829      |
|                      |                                                |                       |                       |                               |
|                      |                                                |                       |                       |                               |
|                      |                                                |                       |                       |                               |
|                      |                                                |                       |                       |                               |
|                      |                                                |                       |                       |                               |
|                      |                                                |                       |                       |                               |
|                      |                                                |                       |                       |                               |
|                      |                                                |                       |                       |                               |

**INFORMATION REQUIRED OF BIDDERS**

**D. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE**

**Personnel:**

The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity.

1. List each person's job title, name and percent of time to be allocated to this project:

Ken Cloud - Project Manager - 20%  
Jeff Cloud - Project Foreman - 100%  
James Nagel - Journeyman - 100%

2. Summarize each person's specialized education:

Ken Cloud - California Certification - McCormick Win 7  
Jeff Cloud - California Certification  
James Nagel - California Certification

3. List each person's years of construction experience relevant to the project:

Ken Cloud - 30  
Jeff Cloud - 16  
James Nagel - 6

4. Summarize such experience:

Water treatment and water reclamation  
Electrical Instrument installations  
And modifications

Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the City.

**INFORMATION REQUIRED OF BIDDERS**

**Additional Bidder's Statements:**

If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

N/A

**E. VERIFICATION AND EXECUTION**

These Bid Forms shall be executed only by a duly authorized official of the Bidder:

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

Name of Bidder Hypotech Electric  
Signature [Signature]  
Name Laura Nagel  
Title President  
Dated 6/20/16

NON-COLLUSION AFFIDAVIT

I, Linda Nagel, being first duly sworn, deposes and says that he is President of Hypotek Electric the party making the attached bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Name of Bidder Hypotek Electric  
Signature   
Name Linda Nagel  
Title President  
Dated 6/20/16

NON-COLLUSION AFFIDAVIT

DATE: June 13, 2013  
FROM:  VICTOR ORTIZ, P.E.  
CITY ENGINEER  
TO: ALL PLAN HOLDERS

**ADDENDUM NO. I  
PUBLIC WORKS DEPARTMENT  
RECHE CANYON BOOSTER STATION ELECTRICAL UPGRADE PROJECT  
EFFECTIVE JUNE 13, 2016**

As of June 13, 2016, the following modification shall be incorporated into the existing Contract Documents and Specifications for the **RECHE CANYON BOOSTER STATION ELECTRICAL UPGRADE PROJECT**:

Bid Opening has been extended to **Monday, JUNE 20, 2016 @ 3:00 P.M.**

If you have any questions, please contact Jess Sotto, Public Works Department @ (909) 370-5551, or by FAX @ (909) 370-5072, or by e-mail [jsotto@coltonca.gov](mailto:jsotto@coltonca.gov). Thank you.

End of Addendum I

**A SIGNED COPY OF THIS ADDENDUM MUST BE INCLUDED IN YOUR BID PROPOSAL**

  
Contractor's Signature of Acknowledgment  
*Hydrotech Electric*

**THIS PAGE WAS INTENTIONALLY LEFT BLANK**



## STAFF REPORT

DATE: JULY 5, 2016  
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
 FROM: BILL SMITH, CITY MANAGER  
 PREPARED BY: KAREN PARKER, INTERIM HUMAN RESOURCES MANAGER *KP*  
 SUBJECT: CONSULTANT SERVICES CONTRACT, CARL WARREN & COMPANY.

### RECOMMENDED ACTION

It is recommended that the City Council approve a two year agreement with Carl Warren & Company to provide general liability claims administration services.

### BACKGROUND

Carl Warren & Company (Carl Warren) has been the City's Third Party Administrator (TPA) for general liability claims for more than fourteen years. The experience Carl Warren has with the City's operations and claims process expedites the investigation, analysis, resolution and settlement of claims. The ultimate decision on claims and lawsuits is made by staff with input from Carl Warren. There are approximately fifty claims filed each year.

### ISSUES/ANALYSIS

Continuity in claims handling is critical in maintaining control of claims that often linger for many years before settlement. Managing and coordinating various parties participating in a claim or lawsuit requires countless hours that cannot be absorbed by the present staff. Presently there is a separate contract for subrogation services, which is included in this contract for simplicity. The current contract expires June 30, 2016. The term of the contract is for two years and may be renewed, or cancelled with sixty days notice.

### FISCAL IMPACTS

The funds for this annual professional services contract of \$31,366 per year, are included in the annual budget for Risk Management.

### ALTERNATIVES

1. Provide alternative direction to staff.

### ATTACHMENTS

Carl Warren & Company Contract



---

## CARL WARREN & COMPANY

---

### THIRD PARTY CLAIMS ADMINISTRATION CONTRACT

THIS AGREEMENT, entered into effective July 1, 2016 by and between City of Colton hereinafter called "PRINCIPAL," and CARL WARREN & COMPANY, hereinafter called "CONTRACTOR," is for certain services as outlined in connection with the duties and responsibilities of administering a program of self-insurance.

#### WITNESSETH

WHEREAS, PRINCIPAL has undertaken to self-insure and is in need of a qualified third party to whom to delegate the responsibilities and duties of administering said partially self-insured commercial general liability insurance program (the "Self Insurance program"), and

WHEREAS, CONTRACTOR is engaged in the supervision and administration of programs for commercial general liability self-insurance,

NOW, THEREFORE, PRINCIPAL and CONTRACTOR mutually understand and agree as follows:

#### **1. GENERAL**

CONTRACTOR shall: (a) supervise and administer the Self-Insurance program for PRINCIPAL; (b) represent the PRINCIPAL in all matters related to the investigation, adjustment, processing, supervision and resolution of liability claims for money damages asserted by third parties against the PRINCIPAL (and other participants in the program as specified); and (c) provide to PRINCIPAL during the Term (as defined below) all the services more particularly set forth hereinafter.

#### **2. INVESTIGATIVE SERVICES**

CONTRACTOR shall provide complete investigative and analytical services including, but not limited to: (a) receipt and examination of all reports of accidents, incidents, claims or cases which are or may be the subject of such claims reported by PRINCIPAL to CONTRACTOR; and (b) the investigation of such accidents, incidents, claims or cases where examination warrants such investigation or when requested by PRINCIPAL, such investigation to include on-site investigation, photographs, interviewing of witnesses, determination of losses and other such investigative services necessary to determine liability and loss.

#### **3. SETTLEMENT AUTHORITY**

CONTRACTOR will promptly notify PRINCIPAL in writing of any claim which, excluding administration, adjusting, defense, all amounts payable to CONTRACTOR hereunder, and other costs and expenses, is reasonably expected in CONTRACTOR'S opinion to result in total settlement payments in excess of the settlement authority limit that is agreed upon by PRINCIPAL and CONTRACTOR (the "Authority Limit"). Such Authority Limit shall be set forth in an



addendum to this Agreement, substantially in the form attached hereto as Exhibit A, and which is referred to herein as the "Payment Guidelines". Such Payment Guidelines will be binding on the parties, and incorporated into this Agreement, when executed by both parties. From time to time during the Term, the Payment Guidelines may be adjusted by mutual agreement of the parties, with each revised Payment Guidelines superseding any previously adopted Payment Guidelines and becoming binding on the parties, and incorporated into this Agreement, when executed by both parties.

#### **4. CLAIMS ADJUSTMENT SERVICES**

CONTRACTOR shall provide complete claims adjustment services on each accident or incident that may be the subject of a claim against the PRINCIPAL which is reported to CONTRACTOR by the PRINCIPAL. Such services shall include, but not be limited to (a) the maintenance of a claim file on each potential or actual claim reported to CONTRACTOR; (b) whenever its investigation results in a determination that PRINCIPAL has sustained a liability to a third party, CONTRACTOR shall process any such claim or potential claim for settlement in accordance with the PRINCIPAL'S instructions for settlement of such claims, as set forth in the Payment Guidelines; and (c) obtaining all release agreements or proofs of loss on settlement of any claim or potential claim. If subrogation is pursued, the rates in Section 9 will apply unless a separate contingency fee agreement is agreed to by PRINCIPAL and CONTRACTOR.

#### **5. ADMINISTRATIVE SERVICES**

CONTRACTOR shall provide the following administrative services: (a) assignment of a Principal Account Adjuster to the PRINCIPAL; (b) providing PRINCIPAL with electronic access to all reported claims during the term of this Agreement, indicating the status of each reported open claim assigned to CONTRACTOR, the details of each such claim, the outstanding reserves for each claim and details of all claim payments; and (c) periodic review and adjusting of reserves on all open claims. Account specific reports and attendance at meetings (including round trip travel) shall be provided by CONTRACTOR at the rates provided in Section 9 under ancillary services.

#### **6. LEGAL SUPPORT SERVICES**

CONTRACTOR shall provide the following legal support services on each claim wherein the claimant has commenced litigation: (a) Upon notification by PRINCIPAL that litigation has been filed on an open claim, CONTRACTOR shall notify PRINCIPAL and, in accordance with PRINCIPAL'S instructions, the PRINCIPAL'S excess insurance carrier and/or excess reporting authority, pool or group (the "excess entity") and/or trial attorney assigned by PRINCIPAL to handle the case and provide such excess entity and/or trial attorney with all information and files concerning claim; (b) maintain liaison with PRINCIPAL'S excess entity and/or trial attorney and provide such investigation services as are required by such attorney during pre-trial and trial stages; and (c) assist PRINCIPAL'S excess entity and/or trial attorney with discovery and other legal processes.

#### **7. SUBROGATION SERVICES**

If the Fee Schedule in Section 9 shows that CONTRACTOR will be providing subrogation services, CONTRACTOR shall: Supervise and administer the subrogation program for PRINCIPAL,



represent PRINCIPAL in all matters related to the investigation, collecting processing, supervision and resolution of subrogation claims, against third parties, for damage to PRINCIPAL'S property. This Agreement does not included recovery of damages or cost relating to Workers Compensation Claims, presented by PRINCIPAL'S employees.

CONTRACTOR shall provide complete collection services to PRINCIPAL, including receipt and examination of all reports of accident, incidents, claims or cases which are or may be the subject of a subrogation claim. The investigation of such accidents, incidents, claims or cases will include determining responsibility, establishing damage amount, pursuing collection, negotiating settlements and processing of monetary recovery.

## 8. TERM OF AGREEMENT

The term of the Agreement (the "Term") shall commence on **July 1, 2016** and continue until **June 30, 2018**, unless terminated earlier as provided in Section 13 herein.

## 9. PRICING

PRINCIPAL agrees to pay the following claim handling and service fees for CONTRACTOR'S services:

### Liability Claims Administration Services

| SERVICE                                                                  | YEAR 1          | YEAR 2        |
|--------------------------------------------------------------------------|-----------------|---------------|
| Liability Claims Administration                                          | \$31,366.00     | \$31,366.00   |
|                                                                          |                 |               |
| Data Processing                                                          | Included        |               |
| Index - Per Submission<br>(ISO Claims Search and OFAC)                   | Included        |               |
| MMSEA (liability claims)                                                 | Included        |               |
| Office Expenses                                                          | Included        |               |
| <b>ANCILLARY SERVICES</b>                                                | <b>FEES</b>     |               |
| Subrogation                                                              | 20% of recovery |               |
| Miscellaneous/Allocated<br>( i.e. police reports, medical records, etc.) | At Cost         |               |
| Surveillance/Fraud Unit                                                  |                 |               |
| Outside Investigations                                                   |                 |               |
| <b>FIELDWORK</b>                                                         | <b>RATE</b>     |               |
| Per Hour                                                                 | \$80.00         |               |
| Mileage                                                                  | IRS Rate        |               |
| Photographs                                                              | Included        |               |
| <b>ADMINISTRATION FEE</b>                                                | <b>YEAR 1</b>   | <b>YEAR 2</b> |
| Annual Administration fee includes:                                      |                 |               |
| ➤ Data Management                                                        | Included        |               |
| ➤ Account Management                                                     |                 |               |
| ➤ Quarterly Claim Review                                                 |                 |               |
| <b>RISK MANAGEMENT INFORMATION SYSTEM</b>                                | <b>FEES</b>     |               |



|                                                                                                                                                                                       |                     |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| <ul style="list-style-type: none"> <li>➤ RMIS Training</li> <li>➤ Ongoing access (up to 3 users)</li> <li>➤ Data Extract to Carriers</li> <li>➤ Standard Monthly Loss Runs</li> </ul> | Included            |
| <ul style="list-style-type: none"> <li>➤ Additional Users</li> </ul>                                                                                                                  | \$250 each per year |
| <b>BANKING/TRUST ACCOUNT</b>                                                                                                                                                          | <b>FEES</b>         |
| <ul style="list-style-type: none"> <li>➤ Check Issuance</li> <li>➤ 1099 Reporting, including IRS File</li> <li>➤ OFAC Reporting</li> </ul>                                            | Included            |

CONTRACTOR has the right to revise this fee schedule at no more frequently than one (1) year intervals. CONTRACTOR will provide a minimum of thirty (30) days prior notice of any such revision to the fee schedule to PRINCIPAL, which notice shall state the effective date of the revised fee schedule. Unless PRINCIPAL exercises its right to terminate this Agreement pursuant to Section 13(a) prior to the effective date of the revised fee schedule, such revised fee schedule shall govern for the remainder of the Term (or until further adjusted pursuant to this Section 9). If PRINCIPAL does exercise its right to terminate this Agreement pursuant to Section 9 during the period between receipt of any such revised fee schedule and the effective date of such revised fee schedule, the existing fee schedule (and not the revised schedule) shall govern for the remainder of the Term.

The above fee schedule for the services does not include "Allocated Expenses", defined to mean customary and usual costs and expenses incurred and/or paid by CONTRACTOR on PRINCIPAL'S behalf in connection with the investigation, adjustment, settlement or defense of a claim. Such costs and expenses include, but are not limited to, professional photography, police reports, independent medical examinations, professional engineering services, laboratory services, bulk copy jobs, private investigators, legal costs and fees and work performed by accountants. CONTRACTOR shall charge PRINCIPAL for non-staff investigators or adjusters when, in the opinion of CONTRACTOR, such assistance is necessary and reasonably related to the monetary exposure. Allocated Expenses do not include the fees payable to CONTRACTOR pursuant to the fee schedule in this Section 9, nor the salaries, wages or benefits paid to CONTRACTOR'S employees or office and other overhead expenses associated with the performance of the services hereunder by CONTRACTOR. PRINCIPAL agrees to pay for the cost of all reasonable and supportable Allocated Expenses incurred in connection with the services under this Agreement.

Charges for non-file-related professional services performed at the specific request of PRINCIPAL will be billed on an as quoted basis.

## 10. DATA PROCESSING

- a. The following standard services are included in this services provided pursuant to this Agreement - claims data electronically for up to three recipients and access to mycarlwarren.com for up to three users. For security purposes, access to mycarlwarren and any subscriptions will automatically terminate at the end of twelve (12) months. PRINCIPAL shall be responsible for notifying CONTRACTOR to renew user subscriptions and access or to substitute users.



- b. Additional users or recipients shall be charged on a per person basis at an annual fee of \$250.
- c. Special reports, new reports and data feeds can also be requested. They are subject to a cost per quote at a rate per project or per hour once the scope has been agreed upon. CONTRACTOR does not possess any interest, title, lien or right to any client data or records. Therefore, upon termination of the contract, CONTRACTOR is relieved of all obligations to provide data processing services to PRINCIPAL and will deliver to PRINCIPAL all data and records in a readily available excel or PDF format. If a different format is desired by PRINCIPAL, CONTRACTOR will provide it to PRINCIPAL at an agreed upon and reasonable cost and timeline.

## **11. PRINCIPAL'S RESPONSIBILITIES**

PRINCIPAL shall provide CONTRACTOR with copies of all relevant documents upon request and without charge and shall make available any PRINCIPAL employee for interviews by CONTRACTOR at reasonable times concerning any investigation of a claim or incident pursuant to this Agreement.

CONTRACTOR shall bill PRINCIPAL and furnish PRINCIPAL with invoices for services rendered in accordance with the fee schedule set forth in the Agreement. Each invoice will include the claim or other matters for which a fee is being charged and the amount of the associated fee for that claim or matter. All sums due hereunder shall be paid by delivery of PRINCIPAL'S check, or wire transfer to CONTRACTOR'S offices located at the address set forth herein, within thirty (30) days following the invoice date. If any amount invoiced is in dispute, PRINCIPAL shall pay the undisputed amount and notify CONTRACTOR within thirty (30) days after the invoice date of the disputed portion; failure by PRINCIPAL to deliver written notice to CONTRACTOR of dispute with regard to any portion of an invoice within such time frame shall be deemed acceptance of the entire invoice by PRINCIPAL. Fees not paid in full within thirty (30) days of the invoice date (excluding any good faith disputed amount for which PRINCIPAL has delivered a written notice of dispute in accordance with this Section 11), at CONTRACTOR'S option, will be subject to per annum interest at the lower of (i) 18% or (ii) the maximum interest rate permitted by applicable law, calculated from the due date to the date payment is received by CONTRACTOR. For invoices not paid in full within thirty (30) days of the invoice date, CONTRACTOR will notify PRINCIPAL of such failure to pay and if PRINCIPAL does not cure such failure in full (excluding any good faith disputed amount for which PRINCIPAL has delivered a written notice of dispute in accordance with this Section 11) within ten (10) business days after the date of such notice (the "cure period"), CONTRACTOR may, without waiving any other rights or remedies to which it may be entitled, as of the first business day following the cure period, immediately limit access to data, suspend and/or terminate this Agreement, and/or seek collection of all amounts due, including by sending outstanding invoices to a collection agency. PRINCIPAL will reimburse any costs and expenses (including, but not limited to, the fees of a collection service and reasonable attorneys' fees) incurred by CONTRACTOR to collect any amount that is not paid when due.



## **12. CONFLICT OF INTEREST**

In the event a claim or incident is reported to CONTRACTOR by PRINCIPAL and it is determined that the actual or potential claimants therein are also clients of CONTRACTOR, then CONTRACTOR shall immediately notify PRINCIPAL of such potential conflict of interest so PRINCIPAL may have the option to choose an independent investigator and adjuster.

## **13. CANCELLATION OF AGREEMENT**

- a. Voluntary Termination. This Agreement may be terminated at any time by either party, without cause, by giving the other party not less than sixty (60) days prior written notice of such termination.
- b. Termination for Cause. This Agreement shall terminate at the election of PRINCIPAL or CONTRACTOR if the other party breaches any material provision of this Agreement and fails to cure such breach within ten (10) business days after written notice thereof is given to the party, or in the event the breach is not capable of being cured within such ten (10) business day period, the breaching party has not commenced good faith efforts to cure such default within ten (10) business days and continued thereafter in good faith to diligently pursue the completion of such cure. Failure of PRINCIPAL to comply with Section 11 PRINCIPAL'S RESPONSIBILITIES shall qualify as cause under this Section.
- c. Termination by CONTRACTOR. CONTRACTOR may terminate this Agreement pursuant to Section 17(f).

## **14. DISPOSITION OF FILES ON TERMINATION OF AGREEMENT**

- a. All files on each claim shall be property of the PRINCIPAL.
- b. In the event of expiration of the Agreement, non-renewal thereof, or cancellation, CONTRACTOR shall bill the PRINCIPAL, subject to the rates quoted in Section 9 herein above, for work completed by CONTRACTOR on each claim. Upon receipt of payment of outstanding invoices (including those in Section 14(c) below), CONTRACTOR shall promptly forward all completed and pending claim files to the PRINCIPAL unless PRINCIPAL requests CONTRACTOR to continue to process any files on a time and expense basis as provided for in the CONTRACTOR'S Rate Manual at the time such services are rendered.
- c. PRINCIPAL agrees to pay CONTRACTOR for the internal and/or external cost of retaining, storing, retrieving, logging, packing and shipping files which are stored on or off premises by CONTRACTOR.

## **15. HOLD HARMLESS**

- a. PRINCIPAL'S Indemnification Obligation. PRINCIPAL agrees it will indemnify, defend and hold harmless CONTRACTOR and its affiliates, and their respective officers, directors, employees, agents, attorneys, shareholders, and their successors and assigns (collectively "CONTRACTOR Indemnity"), from and against any loss, claim, damage, cost or expense,



including but not limited to reasonable attorney's fees and costs, that such CONTRACTOR Indemnity may incur arising out of, in connection with, or in any way related to the performance of CONTRACTOR'S duties and obligations under this Agreement except claims solely resulting from or arising out of:

- (i) acts of CONTRACTOR performed in bad faith or failures to act occurring as a result of CONTRACTOR'S negligence resulting in a breach of CONTRACTOR'S duties and obligations under this Agreement; or
- (ii) acts of CONTRACTOR which exceed the authority granted to it by PRINCIPAL under this Agreement; or
- (iii) acts or failures to act of CONTRACTOR which are not in compliance with lawful written instructions issued by PRINCIPAL to CONTRACTOR provided such instructions are consistent with the scope, objectives and terms of this Agreement.

b. CONTRACTOR'S INDEMNIFICATION OBLIGATION. CONTRACTOR agrees it will indemnify, defend and hold harmless PRINCIPAL and its respective affiliates, and their respective officers, directors, employees, agents, attorneys, shareholders, and their successors and assigns (collectively "PRINCIPAL Indemnity"), from and against any loss, claim, damage, cost or expense, including but not limited to reasonable attorney's fees and costs, that such PRINCIPAL Indemnity may incur solely resulting from or arising out of:

- (i) acts of CONTRACTOR performed in bad faith or failures to act occurring as a result of CONTRACTOR'S negligence resulting in a breach of CONTRACTOR'S duties and obligations under this Agreement; or
- (ii) acts of CONTRACTOR which exceed the authority granted to it by PRINCIPAL under this Agreement; or
- (iii) acts or failures to act of CONTRACTOR which are not in compliance with lawful written instructions issued by PRINCIPAL to CONTRACTOR provided such instructions are consistent with the scope, objectives and terms of this Agreement.

c. Limitations on CONTRACTOR's Indemnity Obligations. CONTRACTOR'S indemnification obligations set forth in this Agreement shall apply only to the extent such obligations solely relate to or solely arise in connection with claims serviced by CONTRACTOR during the Term and under the scope of this Agreement.

d. Survival of Obligations. The obligations of the parties set forth in this Section 15 shall survive termination of this Agreement.

## 16. AUDITS

The CONTRACTOR'S files shall be made available for audits at any time upon reasonable notice. Reasonable notice shall be defined as thirty (30) days or as otherwise agreed by the parties. If special retrieval or shipment of the requested files is necessary, PRINCIPAL shall reimburse CONTRACTOR at cost. The CONTRACTOR reserves the right to reject an auditor proposed by PRINCIPAL if the proposed auditor may gain an unfair competitive advantage over CONTRACTOR by conducting such an audit.



## 17. MISCELLANEOUS

- a. Governing Law. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of California.
- b. Amendments, etc. Neither this Agreement nor any of the terms hereof may be amended, changed, waived, discharged or terminated except by an instrument in writing signed by both of the parties hereto.
- c. No Waiver. No delay on the part of any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any waiver on the part of any party hereto of any such right, power or privilege, or any single or partial exercise of any such right, power or privilege, preclude any further exercise thereof or the exercise of any other right, power or privilege.
- d. Severability. If any part of this Agreement is contrary to, prohibited by or deemed invalid under, any applicable law of any jurisdiction, then such provision shall, as to such jurisdiction, be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, without invalidating the remainder hereof or affecting the validity or enforceability of such provision in any other jurisdiction.
- e. Independent Contractor. At all times during the term of this Agreement, CONTRACTOR shall be deemed to be an independent contractor to PRINCIPAL acting in the capacity as PRINCIPAL'S agent subject to the limited authority granted herein. Nothing contained in this Agreement shall be deemed to create the relationship of employer and employee, partners, or joint ventures between PRINCIPAL and CONTRACTOR. CONTRACTOR shall not act as an insurer, nor shall it be ultimately financially responsible for payment or satisfaction of Claims or causes of action against PRINCIPAL.
- f. Current Law & Regulation. This Agreement is entered into with the understanding that existing Federal, State or other jurisdictional regulations will remain in effect for the duration of this Agreement. PRINCIPAL agrees that should administrative or other costs of service provided hereunder be substantially increased as a result of modifications in existing law, enactment of new legislation, or promulgation of new administrative guidelines, CONTRACTOR service fees may be renegotiated during the Agreement term. If revised fee agreements cannot be reached, CONTRACTOR may terminate this Agreement, at its option, after thirty (30) days written notice to PRINCIPAL.
- g. Counterparts. This Agreement may be executed simultaneously in two counterparts, each of which when so executed and delivered shall be deemed an original, but both of which together shall constitute one and the same instrument, and all signatures need not appear on any one counterpart. A facsimile, telecopy or other reproduction of this Agreement may be executed by any party and delivered by such party by facsimile or other electronic transmission (including e-mail), and such execution and delivery shall be considered valid, binding and effective for all purposes.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the day and year first written above.

(CONTRACTOR)

(PRINCIPAL)

**CARL WARREN & COMPANY**

**CITY OF COLTON**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**ANY ALTERATIONS TO THIS CONTRACT WILL RENDER THE CONTRACT NULL AND VOID. THE PRICING QUOTED IN THIS CONTRACT WILL REMAIN EFFECTIVE FOR THIRTY (30) DAYS FROM THE INCEPTION DATE LISTED ON THIS CONTRACT AFTER WHICH TIME THE CONTRACT WILL BE RECINDED.**

**STAFF REPORT**

DATE: JULY 5, 2016  
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
 FROM: BILL SMITH, CITY MANAGER  
 PREPARED BY: ANITA AGRAMONTE, FINANCE DIRECTOR *ASMA for AA*  
 SUBJECT: AUTHORIZATION OF THE 2016-2017 ANNUAL SPECIAL TAX FOR  
 COMMUNITY FACILITIES DISTRICTS (CFD) 89-1, 89-2 AND 90-1

**RECOMMENDED ACTION**

It is recommended that the City Council approve resolutions authorizing the 2016-2017 Annual Special Tax Levy for CFDs 89-1, 89-2 and 90-1.

**BACKGROUND**

Pursuant to the Mello-Roos Community Facilities Act of 1982, at various times in the past the City Council approved the issuance of bonds for the purpose of funding infrastructure improvements within certain established boundaries, or districts. These districts are identified as Community Facilities Districts (CFD) 89-1, 89-2 and 90-1. Property owners within the CFDs are obligated to pay the debt service and administrative costs related to the bonds as those properties benefited from the improvements. Annual taxes placed on the tax roll are the mechanism used to fund all costs.

**ISSUES/ANALYSIS**

The outstanding bonds are not an obligation of the City. The City acts in a fiduciary capacity by administering the levy and subsequent collection of the annual assessments. In turn, the City uses the revenue from the annual assessments to pay the debt and related costs on behalf of the property owners.

**FISCAL IMPACTS**

The collected revenues are restricted and thus are accounted for in a separate fund for each respective CFD, along with the related debt service payments and administrative expenditures. These funds are invested in separate bank accounts and/or administered by a third party fiscal agent.

The recommended 2016-17 tax levies, by district, are as follows:

| CFD Area | 2016-17 Annual Levy | Description                                    |
|----------|---------------------|------------------------------------------------|
| CFD 89-1 | \$96,956.96         | A net levy decrease of 60.68% from FY 2015-16. |
| CFD 89-2 | \$287,279.64        | No change in the levy from FY 2015-16.         |
| CFD 90-1 | \$269,265.98        | No change in the levy from FY 2015-16.         |

### ALTERNATIVES

1. Provide alternative direction to staff.

### ATTACHMENTS

City Resolution No. R-66-16 for CFD 89-1  
City Resolution No. R-67-16 for CFD 89-2  
City Resolution No. R-68-16 for CFD 90-1

**CITY OF COLTON  
COMMUNITY FACILITIES DISTRICTS  
RECOVERY AND SPREAD OF ADMINISTRATIVE COSTS  
2016/2017 FISCAL YEAR**

| WILLDAN FINANCIAL SERVICES (WFS) FEE STRUCTURE |                  |                               |                   |                       |                   |
|------------------------------------------------|------------------|-------------------------------|-------------------|-----------------------|-------------------|
| District                                       | # Active Parcels | # Charged Parcels (estimated) | Fiat Fee          | Per Parcel Fee \$2.50 | Total 2016/2017   |
| CFD 89-1R                                      | 222              | 220                           | 2,500.00          | 555.00                | 3,055.00          |
| CFD 89-2R                                      | 375              | 366                           | 2,500.00          | 937.50                | 3,437.50          |
| CFD 90-1R                                      | 9                | 4                             | 2,500.00          | 22.50                 | 2,522.50          |
| <b>TOTAL:</b>                                  | <b>606</b>       | <b>590</b>                    | <b>\$7,500.00</b> | <b>\$1,515.00</b>     | <b>\$9,015.00</b> |

| WFS FEES AND EXPENSES                          |                   |
|------------------------------------------------|-------------------|
| WFS fees                                       | \$9,015.00        |
| Estimated out of pocket expenses for 2016/2017 | 500.00            |
| <b>TOTAL:</b>                                  | <b>\$9,515.00</b> |

| DISTRICT      | # Active Parcels | Original Bond Issue   | % of Total Bond Issue | Agency Expenses <sup>(1)</sup> | Attorney Fees | Delinquency Management <sup>(2)</sup> | County Auditor/Controller Fees | Registrar/Transfer Paying Agent Fees <sup>(1)</sup> | WFS Out of Pocket Fees | WFS Administration Fees | Arbitrage Calculation Fees | Municipal Disclosure Fees | Total Consulting Services |
|---------------|------------------|-----------------------|-----------------------|--------------------------------|---------------|---------------------------------------|--------------------------------|-----------------------------------------------------|------------------------|-------------------------|----------------------------|---------------------------|---------------------------|
|               |                  |                       |                       |                                |               |                                       |                                |                                                     |                        |                         |                            |                           |                           |
| CFD 89-1R     | 222              | 2,965,000.00          | 100.00%               | 7,000.00                       | 66.00         | 127.45                                | 1,600.00                       | 200.00                                              | 3,055.00               | \$1,250.00              | 1,000.00                   | 5,987.50                  |                           |
| CFD 89-2R     | 375              | 3,415,000.00          | 100.00%               | 7,000.00                       | 109.80        | 235.39                                | 2,500.00                       | 200.00                                              | 3,437.50               | 1,250.00                | 1,000.00                   | 5,987.50                  |                           |
| CFD 90-1R     | 9                | 2,800,000.00          | 100.00%               | 7,000.00                       | 1.20          | 0.00                                  | 2,800.00                       | 100.00                                              | 2,522.50               | 0.00                    | 1,000.00                   | 3,622.50                  |                           |
| <b>TOTAL:</b> | <b>606</b>       | <b>\$9,180,000.00</b> |                       | <b>\$21,000.00</b>             | <b>\$0.00</b> | <b>\$362.84</b>                       | <b>\$177.00</b>                | <b>\$7,000.00</b>                                   | <b>\$500.00</b>        | <b>\$9,015.00</b>       | <b>\$2,500.00</b>          | <b>\$3,000.00</b>         | <b>\$15,015.00</b>        |

<sup>(1)</sup> Amounts represent prior year expenses provided by Agency and are included for reference only.

<sup>(2)</sup> Estimate based upon FY 15-16 Delinquency Management cost.

Arbitrage Calculation - Annual calc. - 1996 PFA Special Tax Bonds (CFD 87-1R, 88-1R, and 89-1R) = next calc is due 12/19/16, fee of \$1,250 to be collected during FY 2016/17. Fee apportioned based % of Bond Issue  
Annual calc. - CFD 89-2R = next calc is due 9/1/16, fee of \$1,250 to be collected during FY 2016/17.

Municipal Disclosure - CFD 89-2R = \$1,000 fee for report, to be prepared during FY 2016/17  
CFD 90-1R = \$1,000 fee for report, to be prepared during FY 2016/17  
1996 PFA Special Tax Bonds (CFD 87-1R, 88-1R, and 89-1R) = \$1,000 fee for report, to be prepared during FY 2016/17. Fee apportioned based % of Bond Issue.

**CITY OF COLTON**  
**CFD 87-1R, 88-1R, 89-1R**  
**1996 LOCAL AGENCY REVENUE BONDS SERIES**

|                                                           | <b>Balances as<br/>April 30, 2016</b> | <b>Balances as<br/>April 30, 2015</b> |
|-----------------------------------------------------------|---------------------------------------|---------------------------------------|
| <b>Funds Availability Calculation</b>                     |                                       |                                       |
| Special Taxes on Hand at the City Received After April 30 | \$0.00                                | \$2,213.48                            |
| Special Tax Fund                                          | 7,243.06                              | 1,216.71                              |
| Bond Service Fund                                         | 0.00                                  | 0.00                                  |
| Administrative Expense Account                            | 854,579.78                            | 956,374.10                            |
| Less: September Debt Service                              | (196,663.75)                          | (254,198.75)                          |
| Reserve Fund                                              | 247,807.00                            | 313,340.00                            |
| Less: Reserve Requirement                                 | (247,807.50)                          | (313,340.00)                          |
| Revenue Fund                                              | <u>18,638.23</u>                      | <u>17,746.47</u>                      |
| <b>Estimated Reserve Fund Surplus/(Shortfall)</b>         | <b>\$683,796.82</b>                   | <b>\$723,352.01</b>                   |

**FUND BALANCES**

**District Funds**

|                                              |             |                 |
|----------------------------------------------|-------------|-----------------|
| Special Taxes on Hand at the City- CFD 87-1R | \$0.00      | \$1,122.80      |
| Special Taxes on Hand at the City- CFD 88-1R | 0.00        | 0.00            |
| Special Taxes on Hand at the City- CFD 89-1R | <u>0.00</u> | <u>1,090.68</u> |
|                                              | <b>0.00</b> | <b>2,213.48</b> |

|                                        |                 |                 |
|----------------------------------------|-----------------|-----------------|
| Special Tax Fund (#95434350) CFD 87-1R | CLOSED          | \$1,216.71      |
| Special Tax Fund (#95434360) CFD 88-1R | CLOSED          | 0.00            |
| Special Tax Fund (#95434370) CFD 89-1R | <u>7,243.06</u> | <u>0.00</u>     |
|                                        | <b>7,243.06</b> | <b>1,216.71</b> |

|                                         |             |             |
|-----------------------------------------|-------------|-------------|
| Bond Service Fund (#95434351) CFD 87-1R | CLOSED      | \$0.00      |
| Bond Service Fund (#95434361) CFD 88-1R | CLOSED      | 0.00        |
| Bond Service Fund (#95434371) CFD 89-1R | <u>0.00</u> | <u>0.00</u> |
|                                         | <b>0.00</b> | <b>0.00</b> |

|                                                        |                     |                     |
|--------------------------------------------------------|---------------------|---------------------|
| Administration Expense Account (#1431382352) CFD 87-1R | 29,088.80           | 264,194.97          |
| Administration Expense Account (#1431382352) CFD 88-1R | 291,107.55          | 282,491.38          |
| Administration Expense Account (#1431382352) CFD 89-1R | <u>534,383.43</u>   | <u>409,687.75</u>   |
|                                                        | <b>\$854,579.78</b> | <b>\$956,374.10</b> |

**Authority Funds**

|                            |                     |                     |
|----------------------------|---------------------|---------------------|
| Revenue Fund (#95434390)   | \$18,638.23         | \$17,746.47         |
| Interest Fund (#95434391)  | 0.00                | 0.00                |
| Principal Fund (#95434392) | 0.00                | 0.00                |
| Surplus Fund (#95434395)   | 0.00                | 0.00                |
| Reserve Fund (#95434393)   | <u>247,807.00</u>   | <u>313,340.00</u>   |
| <b>Total Pooled Funds</b>  | <b>\$266,445.23</b> | <b>\$331,086.47</b> |

Approved by: \_\_\_\_\_

RESOLUTION NO. R-66-16

**A RESOLUTION OF THE CITY COUNCIL OF COLTON, CALIFORNIA  
AUTHORIZING THE LEVY OF A SPECIAL TAX IN COMMUNITY  
FACILITIES DISTRICT NO. 89-1 FOR FISCAL YEAR 2016/2017.**

**WHEREAS**, the CITY COUNCIL of the CITY OF COLTON, CALIFORNIA previously undertook proceedings to form a community facilities district (this Community Facilities District is designated as COMMUNITY FACILITIES DISTRICT NO. 89-1 and is referred to herein as the "District"), and conducted an election and received a favorable vote from the qualified electors authorizing the levy of a special tax in the District, all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982", being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the "Act"); and

**WHEREAS**, the Act authorized the City Council to levy the special taxes at the rate and apportion them in the manner as approved by the qualified electors and further authorized the City Council to thereafter provide, by resolution, for the levy of the special tax in the current tax year or future tax years at the same rate or at a lower rate than the rate provided by the ordinance; and

**WHEREAS**, the City Council desires to authorize the levy of the special tax by resolution for the current and all future tax years.

**NOW, THEREFORE BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL FOR THE DISTRICT, AS FOLLOWS:**

**SECTION 1.** That the above recitals are all true and correct.

**SECTION 2.** That the City Council does, by the passage of this resolution, authorize the levy of special taxes at the rate and formula as set forth in Exhibit "A" attached hereto, referenced and so incorporated.

**SECTION 3.** That the City Council is hereby further authorized, by Resolution, to

determine the specific special tax rate and amount to be levied for the then current tax year or future tax years, except that the special tax rate to be levied shall not exceed that as set forth in Exhibit "A", but the special tax may be levied at a lower rate.

**SECTION 4.** The proceeds of the above authorized and levied special tax may only be used to pay, in whole or in part, the costs of the following:

- A. Payment of principal of and interest on any outstanding authorized bonded indebtedness;
- B. Necessary replenishment of bond reserve funds or other reserve funds;
- C. Payment of costs and expenses of authorized public facilities and services;
- D. Repayment of advances and loans, as appropriate; and
- E. Payment of District administrative costs.

The proceeds of the special tax shall be used as set forth above, and shall not be used for any other purpose.

**SECTION 5.** The above authorized special tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall be subject to the same penalties and the same procedure, sale and lien priority in case of delinquency as is provided for ad valorem taxes, and the Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any such special tax.

**SECTION 6.** The above authorized special tax shall be secured by the lien imposed pursuant to Sections 3114.5 and 3115.5 of the Streets and Highways Code of the State of California, which lien shall be a continuing lien and shall secure each levy of the special tax. The lien of the special tax shall continue in force and effect until the special tax obligation is prepaid, permanently satisfied and canceled in accordance with Section 53344 of them Government Code of the State of California or until the special tax ceases to be levied by the Legislative body of the local Agency in the manner provided in Section 53330.5 of said Government Code.

1 authorization of Government Code Section 53340 and as the levy of taxes for the usual and  
2 current expenses of the District as provided by Government Code Section 36937 (d).

3 **SECTION 8.** The City Clerk shall sign this Resolution and shall cause the same to  
4 be published within fifteen (15) days after its passage at least once in a newspaper of general  
5 circulation published and circulated in this City.  
6

7  
8 **PASSED, APPROVED AND ADOPTED THIS 5<sup>th</sup> DAY OF JULY 2016.**

9  
10 \_\_\_\_\_  
11 Richard A. DeLaRosa  
12 Mayor

13 ATTEST:

14 \_\_\_\_\_  
15 Carolina R. Padilla  
16 City Clerk  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29

## Exhibit A

| <b>City of Colton</b>                                                 |                       |
|-----------------------------------------------------------------------|-----------------------|
| <b>2016/17 Special Tax Levy</b><br>Community Facilities District 89-1 |                       |
| Levy Components                                                       | 2016/17               |
| PRINCIPAL AND INTEREST                                                |                       |
| Principal                                                             | \$205,000.00          |
| Interest                                                              | 41,080.00             |
| <b>TOTAL</b>                                                          | <b>\$246,080.00</b>   |
| ADMINISTRATION COSTS                                                  |                       |
| City Staff and Expenses                                               | \$7,000.00            |
| County Auditor and Assessor Fees                                      | 66.00                 |
| Registrar/Transfer/Paying Agent Fees                                  | 1,600.00              |
| Consulting Services and Expenses                                      | 5,505.00              |
| Delinquency Management Allowance                                      | 127.45                |
| <b>TOTAL</b>                                                          | <b>\$14,298.45</b>    |
| <b>Total Principal, Interest and Admin Costs</b>                      | <b>\$260,378.45</b>   |
| ADJUSTMENTS APPLIED TO LEVY                                           |                       |
| Replenishment/ (Credit)                                               | (\$163,419.86)        |
| <b>TOTAL</b>                                                          | <b>(\$163,419.86)</b> |
| TOTAL CHARGE                                                          |                       |
| <b>Special Tax Requirement</b>                                        | <b>\$96,958.59</b>    |
| <b>Applied Charge at Projected Rate</b>                               | <b>\$96,956.96</b>    |
| Difference (due to rounding)                                          | \$1.63                |
| SPECIAL TAX RATES *                                                   |                       |
| <b>Developed Residential Units</b>                                    | <b>212</b>            |
| <b>Maximum Special Tax Rate per unit</b>                              | <b>\$2,008.10</b>     |
| <b>Projected Special Tax Rate per unit for 2016/17</b>                | <b>\$391.46</b>       |
| <b>Developed Commercial Acreage</b>                                   | <b>8.92</b>           |
| <b>Maximum Special Tax Rate per acre</b>                              | <b>\$8,032.41</b>     |
| <b>Projected Special Tax Rate per acre for 2016/17</b>                | <b>\$1,565.86</b>     |

\* The projected special tax rate is based on the proposed budget shown and reflects a -60.68% change over the prior year's levy.

**CITY OF COLTON  
COMMUNITY FACILITIES DISTRICT NO. 89-1R  
FISCAL YEAR 2016/2017 FINANCIAL ANALYSIS**

|                                                         | <b>Fiscal Year<br/>2016/2017</b>      | <b>Fiscal Year<br/>2015/2016</b>      |
|---------------------------------------------------------|---------------------------------------|---------------------------------------|
| <b>Credit Calculation</b>                               | <b>Balances as<br/>April 30, 2016</b> | <b>Balances as<br/>April 30, 2015</b> |
| Special Taxes received after 4/30/2016                  | \$0.00                                | \$1,090.68                            |
| Special Tax Fund (#95434370)                            | 7,243.06 ✓                            | 0.00                                  |
| Bond Service Fund (#95434371)                           | 0.00                                  | 0.00                                  |
| Administration Expense Account (#1431382352) (*)        | 534,383.43 ✓                          | 409,687.75                            |
| Less: PFA 1996 September 2016 Debt Service              | (218,327.50)                          | (212,232.00)                          |
| Reserve Fund (#95434393)                                | 247,807.00 ✓                          | 230,820.65                            |
| Revenue Fund (#95434390)                                | 18,638.23 ✓                           | 13,072.87                             |
| Less: Reserve Requirement                               | (247,807.50)                          | (230,820.65)                          |
| Less: Administration Expenses from PY                   | (13,996.78)                           | (13,044.41)                           |
| <b>Subtotal: (Shortage)/Surplus</b>                     | <b>\$327,939.94</b>                   | <b>\$198,574.89</b>                   |
| <b>(Credit)/Addition to Levy</b>                        | <b>(\$163,419.86)</b>                 | <b>(\$10,463.13)</b>                  |
| <b>Total: Projected Future Funds held for Bond Call</b> | <b>\$164,520.08</b>                   | <b>\$188,111.76</b>                   |

**FUND BALANCE**

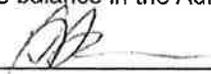
|                          | <b>Balances as<br/>April 30, 2016</b> | <b>Balances as<br/>April 30, 2015</b> |
|--------------------------|---------------------------------------|---------------------------------------|
| <b>Authority Funds</b>   |                                       |                                       |
| Revenue Fund (#95434390) | 18,638.23 ✓                           | 17,746.47                             |
| Reserve Fund (#95434393) | 247,807.00 ✓                          | 313,340.00                            |
| <b>Total Funds</b>       | <b>\$266,445.23</b>                   | <b>\$741,864.90</b>                   |

**Close out Analysis**

**Cash Flow Requirements**

|                                                                         |                     |
|-------------------------------------------------------------------------|---------------------|
| (1) PFA 1996 March 2017 Interest                                        | \$16,895.00         |
| (2) PFA 1996 September 2017 Principal & Interest                        | 201,895.00          |
| (3) 2016/17 Admin Costs                                                 | 14,298.45           |
| (4) PFA 1996 March 2017 Bond Call (September 2018 & 2019 Principal Due) | 435,000.00          |
| <b>Subtotal</b>                                                         | <b>\$668,088.45</b> |
| Estimated Fund Balances after 9/1/2016 Debt Service                     | \$327,939.94        |
| Reserve Fund                                                            | 247,807.00          |
| <b>Subtotal</b>                                                         | <b>\$575,746.94</b> |
| <b>Amount Needed for 2016/17 Levy</b>                                   | <b>\$92,341.51</b>  |
| Contingency for Delinquency (5% delinquency rate)                       | 4,617.08            |
| <b>2016/17 Proposed Levy</b>                                            | <b>\$96,958.59</b>  |

(\*) Please confirm the balance in the Administrative Expense Account

Approved by:  \_\_\_\_\_



RESOLUTION NO. R-67-16

**A RESOLUTION OF THE CITY COUNCIL OF COLTON, CALIFORNIA  
AUTHORIZING THE LEVY OF A SPECIAL TAX IN COMMUNITY  
FACILITIES DISTRICT NO. 89-2 FOR FISCAL YEAR 2016/2017.**

**WHEREAS**, the CITY COUNCIL of the CITY OF COLTON, CALIFORNIA previously undertook proceedings to form a community facilities district (this Community Facilities District is designated as COMMUNITY FACILITIES DISTRICT NO. 89-2 and is referred to herein as the "District"), and conducted an election and received a favorable vote from the qualified electors authorizing the levy of a special tax in the District, all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982", being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the "Act"); and

**WHEREAS**, the Act authorized the City Council to levy the special taxes at the rate and apportion them in the manner as approved by the qualified electors and further authorized the City Council to thereafter provide, by resolution, for the levy of the special tax in the current tax year or future tax years at the same rate or at a lower rate than the rate provided by the ordinance; and

**WHEREAS**, the City Council desires to authorize the levy of the special tax by resolution for the current and all future tax years.

**NOW, THEREFORE BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL FOR THE DISTRICT, AS FOLLOWS:**

**SECTION 1.** That the above recitals are all true and correct.

**SECTION 2.** That the City Council does, by the passage of this resolution, authorize the levy of special taxes at the rate and formula as set forth in Exhibit "A" attached hereto, referenced and so incorporated.

**SECTION 3.** That the City Council is hereby further authorized, by Resolution, to

determine the specific special tax rate and amount to be levied for the then current tax year or future tax years, except that the special tax rate to be levied shall not exceed that as set forth in Exhibit "A", but the special tax may be levied at a lower rate.

**SECTION 4.** The proceeds of the above authorized and levied special tax may only be used to pay, in whole or in part, the costs of the following:

- A. Payment of principal of and interest on any outstanding authorized bonded indebtedness;
- B. Necessary replenishment of bond reserve funds or other reserve funds;
- C. Payment of costs and expenses of authorized public facilities and services;
- D. Repayment of advances and loans, as appropriate; and
- E. Payment of District administrative costs.

The proceeds of the special tax shall be used as set forth above, and shall not be used for any other purpose.

**SECTION 5.** The above authorized special tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall be subject to the same penalties and the same procedure, sale and lien priority in case of delinquency as is provided for ad valorem taxes, and the Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any such special tax.

**SECTION 6.** The above authorized special tax shall be secured by the lien imposed pursuant to Sections 3114.5 and 3115.5 of the Streets and Highways Code of the State of California, which lien shall be a continuing lien and shall secure each levy of the special tax. The lien of the special tax shall continue in force and effect until the special tax obligation is prepaid, permanently satisfied and canceled in accordance with Section 53344 of them Government Code of the State of California or until the special tax ceases to be levied by the Legislative body of the local Agency in the manner provided in Section 53330.5 of said Government Code.

1 authorization of Government Code Section 53340 and as the levy of taxes for the usual and  
2 current expenses of the District as provided by Government Code Section 36937 (d).

3 **SECTION 8.** The City Clerk shall sign this Resolution and shall cause the same to  
4 be published within fifteen (15) days after its passage at least once in a newspaper of general  
5 circulation published and circulated in this City.  
6

7  
8 **PASSED, APPROVED AND ADOPTED THIS 5<sup>th</sup> JULY DAY OF 2016.**

9  
10  
11 

---

Richard A. Delarosa  
Mayor

12 ATTEST:

13  
14 

---

Carolina R. Padilla  
15 City Clerk  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29

## Exhibit A

| <b>City of Colton</b>                                                  |                     |
|------------------------------------------------------------------------|---------------------|
| <b>2016/17 Budget Worksheet</b><br>Community Facilities District 89-2R |                     |
| Levy Components                                                        | 2016/2017           |
| PRINCIPAL AND INTEREST                                                 |                     |
| Principal                                                              | \$240,000.00        |
| Interest                                                               | 33,682.50           |
| <b>TOTAL</b>                                                           | <b>\$273,682.50</b> |
| ADMINISTRATION COSTS                                                   |                     |
| City Staff and Expenses                                                | \$7,000.00          |
| County Auditor and Assessor Fees                                       | 109.80              |
| Registrar/Transfer/Paying Agent Fees                                   | 2,500.00            |
| Consulting Services and Expenses                                       | 5,887.50            |
| Delinquency Management Allowance                                       | 235.39              |
| <b>TOTAL</b>                                                           | <b>\$15,732.69</b>  |
| <b>Total Principal, Interest and Admin Costs</b>                       | <b>\$289,415.19</b> |
| ADJUSTMENTS APPLIED TO LEVY                                            |                     |
| Facilities Cost Reimbursement to City                                  | \$0.00              |
| Replenishment/ (Credit)                                                | (\$2,135.39)        |
| <b>TOTAL</b>                                                           | <b>(\$2,135.39)</b> |
| TOTAL CHARGE                                                           |                     |
| <b>Special Tax Requirement</b>                                         | <b>\$287,279.80</b> |
| <b>Applied Charge at Projected Rate</b>                                | <b>\$287,279.64</b> |
| Difference (due to rounding)                                           | \$0.16              |
| SPECIAL TAX RATES *                                                    |                     |
| <b>Developed Residential Units</b>                                     | <b>357</b>          |
| <b>Maximum Special Tax Rate per unit</b>                               | <b>\$1,673.42</b>   |
| <b>Projected Special Tax Rate per unit for 2016/17</b>                 | <b>\$716.68</b>     |
| <b>Developed Commercial Acreage</b>                                    | <b>8.48</b>         |
| <b>Maximum Special Tax Rate per acre</b>                               | <b>\$5,856.96</b>   |
| <b>Projected Special Tax Rate per acre for 2016/17</b>                 | <b>\$2,508.38</b>   |
| <b>Undeveloped Acreage</b>                                             | <b>5.06</b>         |
| <b>Maximum Special Tax Rate per acre</b>                               | <b>\$4,685.57</b>   |
| <b>Projected Special Tax Rate per acre for 2016/17</b>                 | <b>\$2,006.69</b>   |

\* The projected special tax rate is based on the proposed budget shown and reflects a 0.00% change over the prior year's levy.

**CITY OF COLTON  
COMMUNITY FACILITIES DISTRICT NO. 89-2R  
FISCAL YEAR 2016/17 FINANCIAL ANALYSIS**

|                                                               | Balances as of<br>April 30, 2016 | Balances as of<br>April 30, 2015 |
|---------------------------------------------------------------|----------------------------------|----------------------------------|
| <b>Credit Calculation</b>                                     |                                  |                                  |
| Administrative Expense Fund <sup>(1)</sup>                    | \$477,958.20                     | \$460,551.10                     |
| Special Taxes Received after 4/30/2016                        | 0.00                             | 4,367.00                         |
| Special Tax Revenues Held at the City                         | 0.00                             | 0.00                             |
| Bond Fund (#6711618201) <sup>(2)</sup>                        | 0.00                             | 0.04                             |
| Improvement Fund (#6711618203) <sup>(2)</sup>                 | 0.98                             | 0.98                             |
| Less: September 2016 Debt Service                             | (248,366.25)                     | (244,601.25)                     |
| Reserve Fund (#6711618202) <sup>(2)</sup>                     | 275,329.99                       | 275,110.70                       |
| Less: Reserve Requirement                                     | (274,762.50)                     | (274,762.50)                     |
| Less: Prior Year Administration                               | (15,547.30)                      | (16,947.30)                      |
| <b>Subtotal</b>                                               | <b>\$214,613.12</b>              | <b>\$203,718.77</b>              |
| Less: Funds held for Current delinquencies                    | (\$2,435.88)                     | (\$2,029.90)                     |
| Less: Funds held for Future Credit                            | (212,177.24)                     | (201,688.87)                     |
| <b>Subtotal - Funds Held for Contingency</b>                  | <b>(\$214,613.12)</b>            | <b>(\$203,718.77)</b>            |
| <br>                                                          |                                  |                                  |
| <b>Total Adjustments Credit/(Addition) to FY 2016/17 Levy</b> | <b>\$0.00</b>                    | <b>\$0.00</b>                    |

**FUND BALANCES**

|                                               | Balances as of<br>April 30, 2016 | Balances as of<br>April 30, 2015 |
|-----------------------------------------------|----------------------------------|----------------------------------|
| <b>District Funds</b>                         |                                  |                                  |
| Administrative Expense Fund <sup>(1)</sup>    | \$477,958.20                     | \$460,551.10                     |
| Bond Fund (#6711618201) <sup>(2)</sup>        | 0.00                             | 0.04                             |
| Reserve Fund (#6711618202) <sup>(2)</sup>     | 275,329.99                       | 275,110.70                       |
| Improvement Fund (#6711618203) <sup>(2)</sup> | 0.98                             | 0.98                             |
| <b>Total District Funds</b>                   | <b>\$753,289.17</b>              | <b>\$735,662.82</b>              |

<sup>(1)</sup> City Held Funds

<sup>(2)</sup> Source: Union Bank of California

Approved by: \_\_\_\_\_ 



**RESOLUTION NO. R-68-16**

**A RESOLUTION OF THE CITY COUNCIL OF COLTON, CALIFORNIA  
AUTHORIZING THE LEVY OF A SPECIAL TAX IN COMMUNITY  
FACILITIES DISTRICT NO. 90-1 FOR FISCAL YEAR 2016/2017.**

**WHEREAS**, the CITY COUNCIL of the CITY OF COLTON, CALIFORNIA previously undertook proceedings to form a community facilities district (this Community Facilities District is designated as COMMUNITY FACILITIES DISTRICT NO. 90-1 and is referred to herein as the "District"), and conducted an election and received a favorable vote from the qualified electors authorizing the levy of a special tax in the District, all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982", being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the "Act"); and

**WHEREAS**, the Act authorized the City Council to levy the special taxes at the rate and apportion them in the manner as approved by the qualified electors and further authorized the City Council to thereafter provide, by resolution, for the levy of the special tax in the current tax year or future tax years at the same rate or at a lower rate than the rate provided by the ordinance; and

**WHEREAS**, the City Council desires to authorize the levy of the special tax by resolution for the current and all future tax years.

**NOW, THEREFORE BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL FOR THE DISTRICT, AS FOLLOWS:**

**SECTION 1.** That the above recitals are all true and correct.

**SECTION 2.** That the City Council does, by the passage of this resolution, authorize the levy of special taxes at the rate and formula as set forth in Exhibit "A" attached hereto, referenced and so incorporated.

**SECTION 3.** That the City Council is hereby further authorized, by Resolution, to

determine the specific special tax rate and amount to be levied for the then current tax year or future tax years, except that the special tax rate to be levied shall not exceed that as set forth in Exhibit "A", but the special tax may be levied at a lower rate.

**SECTION 4.** The proceeds of the above authorized and levied special tax may only be used to pay, in whole or in part, the costs of the following:

- A. Payment of principal of and interest on any outstanding authorized bonded indebtedness;
- B. Necessary replenishment of bond reserve funds or other reserve funds;
- C. Payment of costs and expenses of authorized public facilities;
- D. Repayment of advances and loans, as appropriate; and
- E. Payment of District administrative costs.

The proceeds of the special tax shall be used as set forth above, and shall not be used for any other purpose.

**SECTION 5.** The above authorized special tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall be subject to the same penalties and the same procedure, sale and lien priority in case of delinquency as is provided for ad valorem taxes, and the Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any such special tax.

**SECTION 6.** The above authorized special tax shall be secured by the lien imposed pursuant to Sections 3114.5 and 3115.5 of the Streets and Highways Code of the State of California, which lien shall be a continuing lien and shall secure each levy of the special tax. The lien of the special tax shall continue in force and effect until the special tax obligation is prepaid, permanently satisfied and canceled in accordance with Section 53344 of the Government Code of the State of California or until the special tax ceases to be levied by the Legislative body of the local Agency in the manner provided in Section 53330.5 of said Government Code.



## Exhibit A

| <b>City of Colton</b>                                                                          |                     |
|------------------------------------------------------------------------------------------------|---------------------|
| <b>2016/17 Budget Worksheet</b><br>Community Facilities District 90-1R (Mount Vernon Corridor) |                     |
| Levy Components                                                                                | 2016/2017           |
| PRINCIPAL AND INTEREST                                                                         |                     |
| Principal                                                                                      | \$195,000.00        |
| Interest                                                                                       | 65,250.00           |
| <b>TOTAL</b>                                                                                   | <b>\$260,250.00</b> |
| ADMINISTRATION COSTS                                                                           |                     |
| City Staff and Expenses                                                                        | \$7,000.00          |
| County Auditor and Assessor Fees                                                               | 1.20                |
| Registrar/Transfer/Paying Agent Fees                                                           | 2,900.00            |
| Consulting Services and Expenses                                                               | 3,622.50            |
| Delinquency Management Allowance                                                               | 0.00                |
| <b>TOTAL</b>                                                                                   | <b>\$13,523.70</b>  |
| <b>Total Principal, Interest and Admin Costs</b>                                               | <b>\$273,773.70</b> |
| ADJUSTMENTS APPLIED TO LEVY                                                                    |                     |
| Replenishment/ (Credit)                                                                        | (\$4,507.70)        |
| <b>TOTAL</b>                                                                                   | <b>(\$4,507.70)</b> |
| TOTAL CHARGE                                                                                   |                     |
| <b>Special Tax Requirement</b>                                                                 | <b>\$269,266.00</b> |
| <b>Applied Charge at Projected Rate</b>                                                        | <b>\$269,265.98</b> |
| Difference (due to rounding)                                                                   | \$0.02              |
| SPECIAL TAX RATES *                                                                            |                     |
| <b>Square Footage of Taxable Commercial Land</b>                                               | <b>217,265</b>      |
| <b>Maximum Special Tax Rate per square foot</b>                                                | <b>\$2.30</b>       |
| <b>Projected Special Tax Rate per square foot for 2016/17</b>                                  | <b>\$1.24</b>       |

\* The projected special tax rate is based on the proposed budget shown and reflects a 0.00% change over the prior year's levy.







## STAFF REPORT

DATE: JULY 5, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: BILL SMITH, CITY MANAGER

PREPARED BY: ARTHUR W. MORGAN, ECONOMIC DEVELOPMENT MANAGER

SUBJECT: ADOPTION OF CITY RESOLUTIONS APPROVING THE FOLLOWING ACTIONS: (1) A PURCHASE SALE AGREEMENT WITH THE COUNTY OF SAN BERNARDINO; AND, (2) A PURCHASE AND SALE AGREEMENT WITH EDWARD BERKI, DBA PACIFIC OCEAN DRIVE 3315, LLC; AND, RESPECTIVELY AMENDING THE 2016-17 FISCAL YEAR BUDGET EXPENDITURES ASSOCIATED WITH THE COSTS OF EACH TRANSACTION

### RECOMMENDED ACTION

It is recommended that the City Council of the City of Colton ("City"), (1) adopt Resolution No. R-69-16 approving a Purchase Sale Agreement with the County of San Bernardino; and, (2) adopt Resolution No. R-70-16 approving a Purchase and Sale Agreement with Pacific Ocean Drive 3315, LLC; and, amend the Fiscal Year 2016-2017 Budget expenditures associated with the costs of the transaction.

### BACKGROUND

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 pursuant to a 1995 Memorandum of Understanding for traffic mitigation and infrastructure improvements associated with the construction of the Arrowhead Regional Medical Center ("ARMC"). The realignment and intersection project for Valley Boulevard and Pepper Avenue, and a later exchange of properties, created pieces of island (remnant) parcels at the southeast corner of Valley Boulevard and Pepper Avenue.

The former right-of-way, known as "Old Valley Boulevard" (APN 0254-191-11) ("County Parcel"), was deeded to the County of San Bernardino ("County") pursuant to terms agreed upon in the Land Exchange Agreement for the realignment of Valley Boulevard and the construction of the infrastructure improvements. The County, through their Real Estate Department, has agreed to sell the County Parcel to the City at their appraised value for future development.

An adjacent remnant parcel (APN 0254-191-09) on the east side of Pepper Avenue at Valley Boulevard was purchased from the County by Mr. Edward Berki doing business as Pacific Ocean Drive 3315, LLC (the "Pacific Parcel"). The Pacific Parcel is currently improved as a

used car dealership operating as Three Star Auto for the past several years, and is owned by Mr. Berki. (See Attachment “A” – Aerial Site Map of Subject Parcels).

For the past several months, the City has been in discussions with Mr. Berki regarding the sale and future redevelopment of his parcel and the County Parcel as a combined project. Discussions culminated into Mr. Berki (“Seller”) willing to sell the Pacific Parcel to the City.

For the Pacific Parcel, a Purchase and Sale Agreement (“Pacific Agreement”) between the Seller and the City has been negotiated, drafted and is attached as Attachment “B”.

A Purchase and Sale Agreement between the City and the County has been prepared for the sale of the County Parcel to the City (“County Agreement”) and is attached as Attachment “C”. The City would then subsequently sell both the County and Pacific Parcels to a proposed Developer, at cost.

A draft Disposition and Development Agreement (“DDA”) between the City and the proposed Developer has been prepared for the sale of the County Parcel (approximately 88,906 square feet) and the Pacific Parcel (approximately 40,511 square feet), to the Developer, which when combined contain approximately 3 acres or 129,417 square feet, comprising the “Project Site”. Redevelopment of the Project Site will be of common benefit to the City. The DDA for redevelopment of the Project Site will be presented at the City Council meeting on July 19, 2016.

## **ISSUES/ANALYSIS**

Government Code section 65402 requires that the disposition of City property be presented to the City’s Planning Commission for a finding that the disposition of the properties from the City to the Developer is in conformance with the City’s General Plan. On June 28, 2016, the Planning Commission approved Resolution No. R-17-16 making findings that the sale of both the Pacific Parcel and County Parcel to a Developer under a proposed DDA are in conformity with the City’s General Plan as required by California Government Code. This action is a necessary step in the disposition of the two parcels and has been taken in anticipation of the City Council’s consideration of the proposed DDA at their July 19<sup>th</sup> meeting.

## **FISCAL IMPACTS**

The attached City Resolutions approving the two Purchase and Sale Agreements also approve amending the Fiscal Year 2016-17 budget for the expenditures associated with the terms of the Pacific and County Agreements, respectively. The City will use the Electric Utility Rate Stabilization/Land Purchase Funds to acquire the two parcels. The Electric Utility Rate Stabilization/Land Purchase Fund will be fully reimbursed when the Developer purchases both the County and Pacific Parcels from the City.

The total Purchase Price for both the County and Pacific Parcels is \$2,734,000. The City and Seller shall split the associated escrow closing costs associated with the Pacific Parcel. Under the proposed DDA, the Developer has agreed to reimburse and pay the City the total Purchase Price plus one half of the associated escrow closing costs for the County transaction as the County

does not split associated closing costs. For the acquisition of the two parcels and the subsequent sale, the closing costs to the City is estimated at a total of \$14,500.

The Seller has requested the opportunity to continue operating his business at the current location under a rental agreement at a rate of \$1,500 per month upon close of his sale escrow and will continue until the Developers close their purchase escrow with the City. The Developer's escrow shall close upon the Developer receiving his entitlement approvals for the development of the Project Site. Estimates of rental income to the City during entitlements are 8 months at \$1,500 per month = \$12,000. The rental agreement between Seller and City is expected to come before Council for approval on July 19, 2016.

### **ALTERNATIVES**

1. Provide alternative direction to staff.

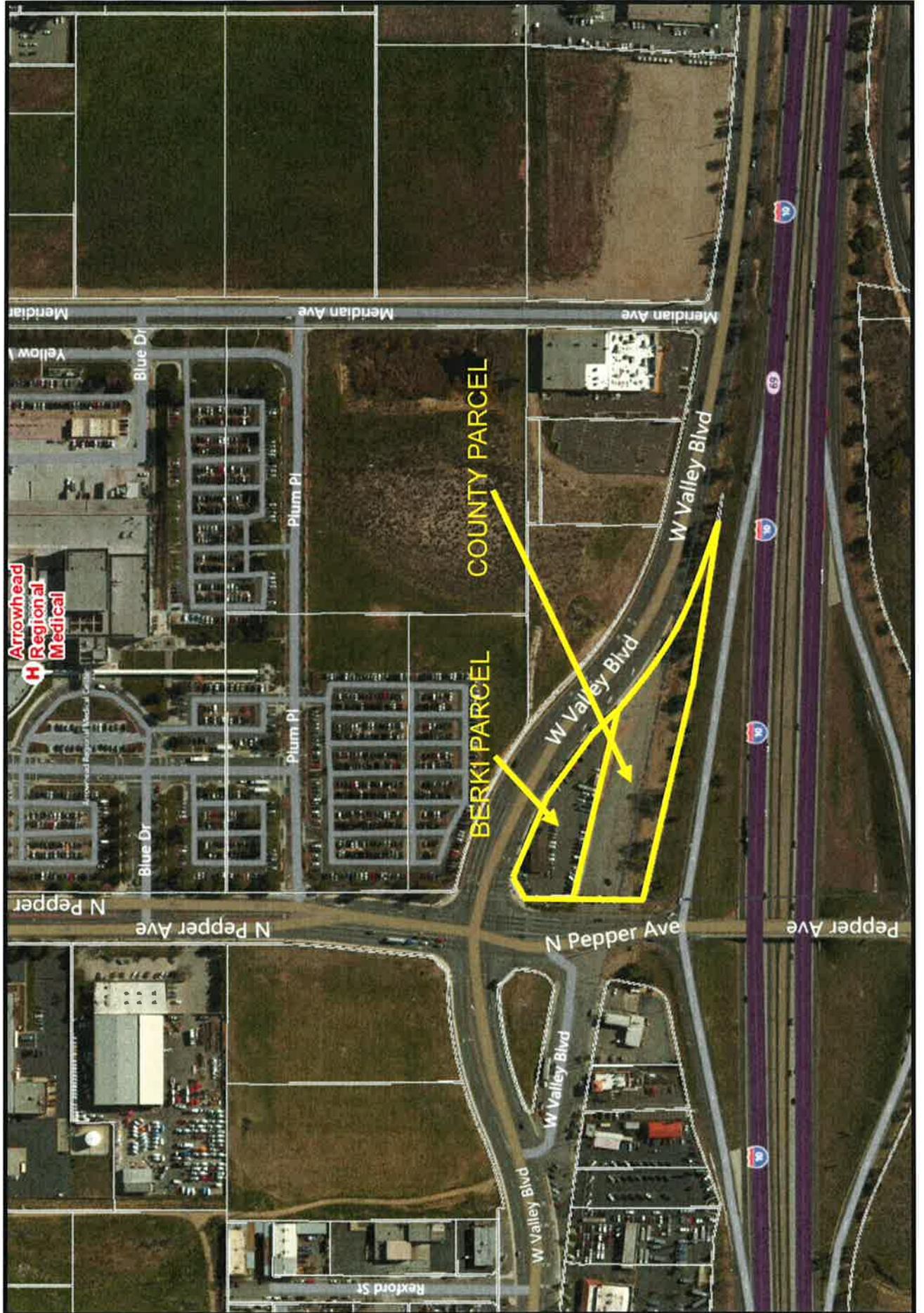
### **ATTACHMENTS**

1. Attachment "A" – Aerial Site Map of Subject Parcels
2. Attachment "B" – Resolution No. R-70-16, Pacific P&S Agreement
3. Attachment "C" – Resolution No. R-69-16, SB County P&S Agreement

**ATTACHMENT A**

**Aerial Site Map of Subject Parcels**

Aerial Site Map of Subject Parcels



**ATTACHMENT B**

**Resolution No. R-70-16**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLTON APPROVING A PURCHASE AND SALE AGREEMENT WITH EDWARD BERKI DBA PACIFIC OCEAN DRIVE 3315 LLC FOR THE ACQUISITION OF APPROXIMATELY 0.93 ACRES OF REAL PROPERTY; AND TO AMEND THE FISCAL YEAR 2016-17 BUDGET TO APPROPRIATE FUNDS ASSOCIATED WITH THE TRANSACTION

1  
2  
3  
4  
5  
6  
7  
8

**RESOLUTION NO. R-70-16**

9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLTON APPROVING A PURCHASE AND SALE AGREEMENT WITH EDWARD BERKI DBA PACIFIC OCEAN DRIVE 3315 LLC FOR THE ACQUISITION OF APPROXIMATELY 0.93 ACRES OF REAL PROPERTY; AND TO AMEND THE FISCAL YEAR 2016-17 BUDGET TO APPROPRIATE FUNDS ASSOCIATED WITH THE TRANSACTION**

**WHEREAS**, Edward Berki DBA Pacific Ocean Drive 3315 LLC (“Seller”) is the owner of that certain real property located at 1595 West Valley Boulevard (the “Property”) in the City of Colton, County of San Bernardino (APN 0254-191-09); and

**WHEREAS**, California Government Code Section 37350 provides that a city may purchase, lease, receive, hold, and enjoy real and personal property, and control and dispose of it for the common benefit; and

**WHEREAS**, the City of Colton (“City”) desires to purchase the Property from Seller to facilitate the redevelopment of the Property; and

**WHEREAS**, Seller desires to sell the Property to the City, and City desires to purchase the Property from Seller, through a Purchase and Sale Agreement, which includes joint escrow instructions, in the form attached hereto as Exhibit “A” and incorporated herein (the “Agreement”); and

**WHEREAS**, City staff has determined that the Seller’s conveyance of the Property to City is exempt from the requirements of the California Environmental Quality Act (“CEQA”), pursuant to State CEQA Guidelines Section 15061(b)(3), because it can be seen with certainty that the mere transfer of title to the Property from the Seller to the City will not have a significant effect on the environment; and

**WHEREAS**, a budget appropriation for the purchase of the Property, not listed in the 2016-17 Fiscal Year budget, is required and must be approved by resolution of the City Council.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COLTON RESOLVES AS FOLLOWS:**

**SECTION 1. RECITALS.** The City Council does hereby find and affirm the above-noted recitals are true and correct and hereby incorporated in the body of this Resolution as if restated in full.

**SECTION 2. APPROVAL OF AGREEMENT.** The City Council hereby approves and accepts the conveyance of the Property to the City by and pursuant to the terms and conditions set forth in the attached Purchase and Sale Agreement and Joint Escrow Instructions. The City

1 Council hereby authorizes and directs the City Manager (with the concurrence of the City  
2 Attorney) to execute and deliver on behalf of the City the Agreement and any documents and  
3 instruments as may be necessary or convenient in the furtherance of the actions authorized by this  
Resolution.

4 **SECTION 3. CEQA.** The City Council hereby authorizes and directs City staff to file a  
5 Notice of Exemption for the City as a lead agency under CEQA within five (5) days from the  
adoption of this Resolution.

6 **SECTION 4. APPROPRIATION OF EXPENDITURES.** The City Council authorizes  
7 an adjustment to the Fiscal Year 2016–17 budget, for an appropriation of \$1,600,000 plus  
estimated closing costs of \$8,000 as follows:

- 8 • Appropriate the Expenditure in the amount of \$1,608,000 for associated  
9 expenses related to that certain Purchase and Sale Agreement for purchase  
10 and subsequent sale of APN 0254-191-09, the Property, from Colton  
11 Electric Utility Rate Stabilization/Land Purchase Account Number 520-  
8000-8001-4960-0000-000

12 **SECTION 5. CERTIFICATION.** The City Clerk shall certify to the passage and  
13 adoption of this Resolution and the same shall thereupon take effect and be in force immediately  
upon its adoption.

14 **SECTION 6. EFFECTIVE DATE.** The Mayor shall sign this Resolution and the City  
15 Clerk shall attest thereto, and this Resolution shall take effect immediately upon its adoption.

16 **PASSED, APPROVED AND ADOPTED** this 5<sup>th</sup> day of July, 2016.

17  
18  
19 \_\_\_\_\_  
20 Richard De La Rosa, Mayor

21  
22  
23 ATTEST:

24 \_\_\_\_\_  
25 Carolina R. Padilla, City Clerk

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

**EXHIBIT A**  
Purchase and Sale Agreement and Joint Escrow Instructions  
**[Attached Behind This Page]**

Exhibit A

**REAL PROPERTY PURCHASE AND SALE AGREEMENT  
AND JOINT ESCROW INSTRUCTIONS  
(1595 West Valley Boulevard)**

This REAL PROPERTY PURCHASE AND SALE AGREEMENT (1595 West Valley Boulevard) (“**Agreement**”) is dated as of July 5, 2016, for reference purposes only, and is entered into by and between the CITY OF COLTON, a California municipal corporation (“**Buyer**”), and Ed Berki DBA Pacific Ocean Drive 3315 LLC (“**Seller**”). Seller and Buyer enter into this Agreement with reference to the following recitals of fact (each, a “**Recital**”):

**RECITALS**

A. Seller owns property located at 1595 West Valley Boulevard in the City of Colton, County of San Bernardino, State of California (APN 0254-191-09), comprised of 0.93 acres or 40,615 square feet (“**Property**”), as more particularly defined in Section 1.1.45 of this Agreement.

B. Buyer desires to purchase the Property from Seller for the sum of One Million Six Hundred Thousand Dollars (\$1,600,000) upon the terms and provisions set forth in this Agreement, after which Buyer plans to sell the Property to LUMAR DEVCO, LLC, a California limited liability company (“**Developer**”) under the terms of a Disposition and Development Agreement (“**DDA**”) between Developer and Buyer.

C. This Agreement is intended by Buyer and Seller to be the definitive purchase and sale agreement for the transfer of the Property, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION AND THE PROMISES AND COVENANTS OF SELLER AND BUYER SET FORTH IN THIS AGREEMENT, SELLER AND BUYER AGREE, AS FOLLOWS:

**TERMS AND CONDITIONS**

**1. DEFINITIONS**

1.1 Definitions. The following words, terms and phrases are used in this Agreement with the following meanings, unless the particular context or usage of a word, term or phrase requires another interpretation:

1.1.1 **Affiliate**. Any other Person, directly or indirectly, controlling or controlled by or under common control with the specified Person.

1.1.2 **Agreement**. This Real Property Purchase and Sale Agreement between Seller and Buyer, including all of the exhibits attached to this Agreement.

1.1.3 **ALTA Survey**. A survey of the Property prepared by a state-licensed civil engineer or surveyor selected by Buyer in accordance with current ALTA standards and sufficient for the Title Company to issue the Buyer Title Policy.

1.1.3 **ALTA Survey.** A survey of the Property prepared by a state-licensed civil engineer or surveyor selected by Buyer in accordance with current ALTA standards and sufficient for the Title Company to issue the Buyer Title Policy.

1.1.4 **Business Day.** Any weekday on which Seller is open to conduct regular business functions with Seller personnel.

1.1.5 **Buyer.** City of Colton, a California municipal corporation located in the County of San Bernardino, State of California, and any successors or assigns of the City of Colton permitted under the terms and conditions of this Agreement.

1.1.6 **Buyer Parties.** Collectively, Buyer and the directors, officers, employees, agents, members, managers and administrators of Buyer.

1.1.7 **Buyer Title Policy.** An ALTA owners' policy of title insurance issued by the Title Company, with coverage in the amount of the Purchase Price, showing title to the Property vested in Buyer.

1.1.8 **Claim.** Any claim, loss, cost, damage, expense, liability, lien, action, cause of action (whether in tort, contract, under statute, at law, in equity or otherwise), charge, award, assessment, fine or penalty of any kind (including consultant and expert fees and expenses and investigation costs of whatever kind or nature, and if an Indemnitor improperly fails to provide a defense for an Indemnitee, then Legal Costs) and any judgment.

1.1.9 **Close of Escrow.** The first date on which the Escrow Agent has filed all of the documents set forth in Section 3.9.1 with the County for recording in the official records of the County in accordance with Section 3.9.1.

1.1.10 **Control.** Possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether by ownership of Equity Interests, by contract or otherwise.

1.1.11 **County.** The County of San Bernardino, California.

1.1.12 **Default.** An Escrow Default, Monetary Default or Non-Monetary Default.

1.1.13 **Deposit.** Ten Thousand Dollars (\$10,000).

1.1.14 **Due Diligence Completion Notice.** A written notice from Buyer delivered to Seller prior to the end of the Due Diligence Period stating that Buyer agrees to purchase the Property and proceed with Escrow or stating that Buyer rejects the condition of the Property and refuses to accept a conveyance of title to the Property, describing in reasonable detail the actions that Buyer reasonably believes are indicated to allow Buyer to accept the condition of the Property.

1.1.15 **Due Diligence Period.** The time period of sixty (60) continuous calendar days commencing on the day immediately following the Effective Date.

**1.1.16 Effective Date.** The date after Buyer signs the Notice to Seller (as described below) after all of the following have occurred: (a) Buyer has received three (3) counterpart originals of this Agreement signed by the authorized representative(s) of Seller; (b) this Agreement is approved by the governing body of Buyer; (c) this Agreement is signed by the authorized representative(s) of Buyer; and (d) one (1) original of this Agreement signed by the authorized representative(s) of the Buyer has been delivered by Buyer to Seller. Buyer shall send Notice of the Effective Date to Seller within seven (7) days following the Effective Date. Seller shall sign and return a copy of such Notice to Buyer within seven (7) days after receipt of such Notice.

**1.1.17 Environmental Claim.** Any and all claims, demands, damages, losses, liabilities, obligations, penalties, fines, actions, causes of action, judgments, suits, proceedings, costs, disbursements and expenses, including Legal Costs and fees and costs of environmental consultants and other experts, and all foreseeable and unforeseeable damages or costs of any kind or of any nature whatsoever, directly or indirectly, relating to or arising from any actual or alleged violation of any Environmental Laws or Hazardous Substance Discharge.

**1.1.18 Environmental Laws.** All Federal, State, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any government authority regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Substance (as later defined), or pertaining to occupational health or industrial hygiene (and only to the extent that the occupational health or industrial hygiene laws, ordinances, or regulations relate to hazardous substances on, under, or about the Property), occupational or environmental conditions on, under, or about the Property, as now or may at any later time be in effect, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA”) [42 USC Section 9601 et seq.]; the Resource Conservation and Recovery Act of 1976 (“RCRA”) [42 USC Section 6901 et seq.]; the Clean Water Act, also known as the Federal Water Pollution Control Act (“FWPCA”) [33 USC Section 1251 et seq.]; the Toxic Substances Control Act (“TSCA”) [15 USC Section 2601 et seq.]; the Hazardous Materials Transportation Act (“HMTA”) [49 USC Section 5101 et seq.]; the Insecticide, Fungicide, and Rodenticide Act [7 USC Section 135 et seq.] the Clean Air Act [42 USC Section 7401 et seq.]; the Safe Drinking Water Act [42 USC Section 300f et seq.]; the Surface Mining Control and Reclamation Act [30 USC Section 1201 et seq.] the Emergency Planning and Community Right to Know Act [42 USC Section 11001 et seq.]; the Occupational Safety and Health Act [29 USC Section 651 et seq.]; the California Underground Storage of Hazardous Substances Act [California Health & Safety Code Section 25280 et seq.]; the California Hazardous Substances Account Act [California Health & Safety Code Section 25300 et seq.]; the California Safe Drinking Water and Toxic Enforcement Act [California Health & Safety Code Section 25249.5 et seq.]; the Porter-Cologne Water Quality Act [California Water Code Section 13000 et seq.]; together with any amendments of or regulations promulgated under the statutes cited above or any other Federal, State, or local law, statute, ordinance, or regulation now in effect or later enacted that pertains to occupational health or industrial hygiene (to the extent the occupational health or industrial hygiene laws, ordinances, or regulations relate to Hazardous Substances on, under, or about the Property) or the regulation or protection of the environment, including ambient air, soil, soil vapor, groundwater, surface water, or land use.

1.1.19 **Escrow.** An escrow, as defined in Civil Code Section 1057 and Financial Code Section 17003(a), that is conducted by the Escrow Agent with respect to the conveyance of the Property from Seller to Buyer pursuant to this Agreement.

1.1.20 **Escrow Agent.** First American Title Insurance Company, through its office located at 323 W. Court St, San Bernardino, CA 92401, or such other Person mutually agreed upon in writing by both Seller and Buyer.

1.1.21 **Escrow Closing Statement.** A statement prepared by the Escrow Agent indicating among other things, the Escrow Agent's estimate of all funds to be deposited or received by Seller or Buyer, respectively, and all charges to be paid by Seller or Buyer, respectively, through the Escrow.

1.1.22 **Escrow Default.** The unexcused failure to submit any document or funds to the Escrow Agent as reasonably necessary to close the Escrow, pursuant to the terms and conditions of this Agreement, after all other conditions precedent to the Close of Escrow for the benefit of such Party are satisfied or waived by such Party.

1.1.23 **Escrow Opening Date.** The first date on which a copy of this Agreement signed by both Seller and Buyer is deposited with the Escrow Agent.

1.1.24 **Event of Default.** The occurrence of any one or more of the following:

(a) *Monetary Default.* A Monetary Default that continues for seven (7) calendar days after Notice from the non-defaulting Party, specifying in reasonable detail the amount of money not paid and the nature and calculation of each such payment;

(b) *Escrow Default.* An Escrow Default that continues for seven (7) calendar days after Notice from the non-defaulting Party, specifying in reasonable detail the document or funds not submitted;

(c) *Non-Monetary Default.* Any Non-Monetary Default other than those specifically addressed in Sections 1.1.24(a) or 1.1.24(b) that is not cured within thirty (30) days after Notice to the Party alleged to be in Default describing the Non-Monetary Default in reasonable detail, or, in the case of a Non-Monetary Default that cannot with reasonable diligence be cured within thirty (30) calendar days after the effective date of such Notice, if the Party alleged to be in Default does not do all of the following: (a) within thirty (30) calendar days after the initial Notice of such Non-Monetary Default, advise the other Party of the intention of the Party alleged to be in Default to take all reasonable steps to cure such Non-Monetary Default; (b) duly commence such cure within such period; and (c) diligently prosecute such cure to completion within a reasonable time under the circumstances.

1.1.25 **Federal.** The federal government of the United States of America.

1.1.26 **FIRPTA Affidavit.** A FIRPTA affidavit signed by the authorized representative(s) of Seller, in the customary form used by the Escrow Agent

1.1.27 **Form 593.** A California Franchise Tax Board Form 593-C.

1.1.28 **Government.** Any and all courts, boards, agencies, commissions, offices, or authorities of any nature whatsoever for any governmental unit (Federal, State, County, district, municipal, City, Seller or otherwise) whether now or later in existence.

1.1.29 **Hazardous Substance.** Any flammable substances, explosives, radioactive materials, asbestos, asbestos-containing materials, polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, medical wastes, toxic substances or related materials, explosives, petroleum, petroleum products and any “hazardous” or “toxic” material, substance or waste that is defined by those or similar terms or is regulated as such under any Law, including any material, substance or waste that is: (a) defined as a “hazardous substance” under Section 311 of the Water Pollution Control Act (33 U.S.C. § 1317), as amended; (b) designated as “hazardous substances” pursuant to 33 U.S.C. § 1321; (c) defined as a “hazardous waste” under Section 1004 of the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq., as amended; (d) defined as a “hazardous substance” or “hazardous waste” under Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Reauthorization Act of 1986, 42 U.S.C. § 9601 et seq., or any so-called “superfund” or “superlien” law; (e) defined as a “pollutant” or “contaminant” under 42 U.S.C. § 9601(33); (f) defined as “hazardous waste” under 40 C.F.R. Part 260; (g) defined as a “hazardous chemical” under 29 C.F.R. Part 1910; (h) any matter within the definition of “hazardous substance” set forth in 15 U.S.C. § 1262; (i) any matter, waste or substance regulated under the Toxic Substances Control Act (“TSCA”) [15 U.S.C. Sections 2601 et seq.]; (j) any matter, waste or substance regulated under the Hazardous Materials Transportation Act, 49 U.S.C. Sections 1801 et seq.; (k) those substances listed in the United States Department of Transportation (DOT) Table [49 C.F.R. 172.101]; (l) any matter, waste or substances designated by the EPA, or any successor authority, as a hazardous substance [40 C.F.R. Part 302]; (m) any matter, waste or substances defined as “hazardous waste” in Section 25117 of the California Health and Safety Code; (n) any substance defined as a “hazardous substance” in Section 25316 of the California Health and Safety Code; (o) subject to any other Law regulating, relating to or imposing obligations, liability or standards of conduct concerning protection of human health, plant life, animal life, natural resources, property or the enjoyment of life or property free from the presence in the environment of any solid, liquid, gas, odor or any form of energy from whatever source; or (p) other substances, materials, or wastes that are, or become, regulated or classified as hazardous or toxic under Law or in the regulations adopted pursuant to said Law, including manure, asbestos, polychlorinated biphenyl, flammable explosives and radioactive material.

1.1.30 **Hazardous Substance Discharge.** Any deposit, discharge, generation, release, or spill of a Hazardous Substance that occurs at, on, under, into or from the Property, or during transportation of any Hazardous Substance to or from the Property, or that arises at any time from the construction, installation, use or operation of the Property, whether or not caused by a Party.

1.1.31 **Indemnify.** Where this Agreement states that any Indemnitor shall “indemnify” any Indemnitee from, against, or for a particular Claim, that the Indemnitor shall indemnify the Indemnitee and defend and hold the Indemnitee harmless from and against such Claim (alleged or otherwise). “**Indemnified**” shall have the correlative meaning.

1.1.32 **Indemnitee.** Any Person entitled to be Indemnified under the terms of this Agreement.

1.1.33 **Indemnitor.** A Party that agrees to Indemnify any other Person under the terms of this Agreement.

1.1.34 **Law.** Every law, ordinance, requirement, order, proclamation, directive, rule, or regulation of any Government applicable to the Property.

1.1.35 **Legal Costs.** In reference to any Person, all reasonable costs and expenses such Person incurs in any legal proceeding (or other matter for which such Person is entitled to be reimbursed for its Legal Costs), including reasonable attorneys' fees, court costs and expenses and consultant and expert witness fees and expenses.

1.1.36 **Monetary Default.** Any failure by either Party to pay or deposit, when and as this Agreement requires, any amount of money, any bond or surety or evidence of any insurance coverage required to be provided under this Agreement, whether to or with a Party or a Third Person, except to the extent constituting an Escrow Default.

1.1.37 **Non-Monetary Default.** The occurrence of any of the following, except to the extent constituting a Monetary Default or an Escrow Default: (a) any failure of a Party to perform any of its obligations under this Agreement; (b) any failure of a Party to comply with any material restriction or prohibition in this Agreement; or (c) any other event or circumstance that, with passage of time or giving of Notice, or both, or neither, would constitute a breach of this Agreement by a Party.

1.1.38 **Notice.** Any consent, demand, designation, election, notice, or request relating to this Agreement. All Notices must be in writing.

1.1.39 **Notify.** To give a Notice.

1.1.40 **Outside Closing Date.** The date that is two (2) months following the Effective Date; provided, however, that the Seller may in writing exercise its option to extend the Outside Closing Date for up to three (3) consecutive one (1) month extensions, in its sole and absolute discretion.

1.1.41 **Parties.** Collectively, Seller and Buyer.

1.1.42 **Party.** Individually, either Seller or Buyer, as applicable.

1.1.43 **Person.** Any association, corporation, governmental entity or Seller, individual, joint venture, joint-stock company, limited liability company, partnership, trust, unincorporated organization, or other entity of any kind.

1.1.44 **Preliminary Report.** The preliminary report issued by the Title Company in contemplation of issuance of the Buyer Title Policy, accompanied by the best available copies of all documents listed in Schedule B of the report as exceptions to coverage under the proposed policy of title insurance.

1.1.45 **Property:** Approximately 0.93 acres of certain real property located at 1595 West Valley Boulevard in the City of Colton, County of San Bernardino, State of California (APN 0254-191-09), as more particularly described in Exhibit A attached to this Agreement.

1.1.46 **Purchase Price.** One Million Six Hundred Thousand Dollars (\$1,600,000), which consists of One Million, Three Hundred Thousand Dollars (\$1,300,000) in land and improvements and all permanent fixtures and all property that integrally belongs to or is part of the Property and Three Hundred Thousand Dollars (\$300,000) in business valuation.

1.1.47 **Seller.** Ed Berki, doing business as Pacific Ocean Drive 3315 LLC.

1.1.48 **Seller Deed.** A grant deed conveying the Property from Seller to Buyer, at the Close of Escrow, substantially in the form of Exhibit B attached to this Agreement.

1.1.49 **Seller Parties.** Collectively, Seller and the officials, officers, employees, agents and volunteers of Seller.

1.1.50 **State.** The State of California.

1.1.51 **Third Person.** Any Person that is not a Party, an Affiliate of a Party or an elected official, officer, director, manager, shareholder, member, principal, partner, employee or agent of a Party.

1.1.52 **Title Company.** First American Title Insurance Company, or such other Person mutually agreed upon in writing by both Seller and Buyer.

1.1.53 **Title Notice.** A written notice from Buyer to Seller stating Buyer's acceptance of the state of the title to the Property, as described in the Preliminary Report for the Buyer Title Policy, or Buyer's disapproval or conditional approval of specific matters shown in Schedule B of such Preliminary Report as exceptions to coverage under the proposed Buyer Title Policy, describing in reasonable detail the actions that Buyer reasonably believes are indicated to obtain Buyer's approval of the state of the title to the Property.

1.1.54 **Title Notice Response.** The written response of Seller to the Title Notice, in which Seller either elects to: (a) cause the removal from the Preliminary Report for the Buyer Title Policy of any matters disapproved in the Title Notice; (b) obtain title or other insurance or endorsement in a form reasonably satisfactory to Buyer insuring against any matters disapproved or conditionally approved in the Title Notice; or (c) not take either action described in clause "(a)" or "(b)" of this Section 1.1.54.

1.1.55 **Title Notice Waiver.** A written notice from Buyer to Seller waiving Buyer's previous disapproval or conditional approval in the Title Notice of specific matters shown in Schedule B of the Preliminary Report for the Buyer Title Policy as exceptions to coverage under the proposed Buyer Title Policy.

1.1.56 **Unavoidable Delay.** A delay in either Party performing any obligation under this Agreement arising from or on account of any cause whatsoever beyond the Party's reasonable control, including strikes, labor troubles or other union activities, casualty, war, acts of terrorism, riots, litigation, governmental action or inaction, regional natural disasters, or inability to obtain materials. Unavoidable Delay shall not include delay caused by a Party's financial condition or insolvency.

## 2. **PROPERTY PURCHASE AND SALE.**

### 2.1 Purchase and Sale.

2.1.1 **Opening of Escrow.** Subject to all of the terms and conditions of this Agreement, Seller shall convey title to the Property to Buyer in consideration of Buyer paying the Purchase Price to Seller and Buyer's performance of Buyer's promises and covenants set forth in this Agreement. Buyer shall accept conveyance of title to the Property from Seller pursuant to the terms, conditions, covenants, and agreements set forth in this Agreement or the Seller Deed. For the purposes of exchanging documents to complete the conveyance of title to the Property from Seller to Buyer and the acquisition of title to the Property by Buyer from Seller, pursuant to the terms and conditions of this Agreement, Seller and Buyer agree to open the Escrow with the Escrow Agent. The provisions of Section 3 of this Agreement are the joint escrow instructions of the Parties to the Escrow Agent for conducting the Escrow.

2.1.2 **Deposit.** Concurrent with its opening of the Escrow, Buyer shall deliver the Deposit to the Escrow Agent. Upon the Close of Escrow, the Deposit, and any interest that may be earned on the Deposit, shall be credited to Buyer towards the Purchase Price. The Deposit shall be refundable to Buyer, except upon the occurrence of an Event of Default prior to the Close of Escrow, in which case the Escrow Agent shall promptly pay the Deposit to Seller.

2.1.3 **Payment of Purchase Price.** Buyer shall purchase the Property from Seller for the Purchase Price, subject to the terms and conditions of this Agreement. Buyer shall pay the Purchase Price to Seller at the Close of Escrow in cash or immediately available funds.

### 2.2 Buyer Approval of Title to Property.

2.2.1 **Title Notice.** After the Escrow Opening Date, Buyer shall request that Title Company prepare and deliver the Preliminary Report to both Seller and Buyer. Within thirty (30) days following Buyer's receipt of the Preliminary Report, but in all cases before the end of the Due Diligence Period, Buyer shall send the Title Notice to Seller.

2.2.2 **Failure to Deliver Title Notice.** If Buyer fails to send the Title Notice to Seller within the time period provided in Section 2.2.1, Buyer will be deemed to disapprove the status of title to the Property and refuse to accept conveyance of title to the Property and either Buyer or Seller shall have the right to cancel the Escrow and terminate this Agreement upon seven (7) calendar days advance Notice, in their respective sole and absolute discretion.

2.2.3 **Title Notice Response.** Within fifteen (15) days following Seller's receipt of the Title Notice (if any), Seller shall send the Title Notice Response to Buyer. If the Title Notice does not disapprove or conditionally approve any matter in the Preliminary Report or Buyer fails to deliver the Title Notice, Seller shall not be required to send the Title Notice Response. If Seller does not send the Title Notice Response, if necessary, within the time period provided in this Section 2.2.3, Seller shall be deemed to elect not to take any action in reference to the Title Notice. If Seller elects in the Title Notice Response to take any action in reference to the Title Notice, Seller shall complete such action, prior to the Close of Escrow or as otherwise specified in the Title Notice Response.

**2.2.4 Title Notice Waiver.** If Seller elects or is deemed to have elected not to address one or more matters set forth in the Title Notice to Buyer's reasonable satisfaction, then within ten (10) calendar days after the earlier of: (a) Buyer's receipt of Seller's Title Notice Response; or (b) the last date for Seller to deliver its Title Notice Response pursuant to Section 2.2.3, Buyer shall either: (i) refuse to accept the title to and conveyance of the Property, or (ii) waive its disapproval or conditional approval of all such matters set forth in the Title Notice by sending the Title Notice Waiver to Seller. Failure by Buyer to timely send the Title Notice Waiver, where the Title Notice Response or Seller's failure to deliver the Title Notice Response results in Seller's election not to address one or more matters set forth in the Title Notice to Buyer's reasonable satisfaction, will be deemed Buyer's continued refusal to accept the title to and conveyance of the Property, in which case either Buyer or Seller shall have the right to cancel the Escrow and terminate this Agreement upon seven (7) calendar days advance Notice, in their respective sole and absolute discretion.

**2.2.5 Amendments to Preliminary Report.** Upon the issuance of any amendment or supplement to the Preliminary Title Report which adds additional exceptions, the foregoing right of review and approval shall also apply to said amendment or supplement, provided, however, that Buyer's initial period of review and approval or disapproval of any such additional exceptions shall be limited to five (5) days following receipt of notice of such additional exceptions, together with copies of the underlying documents referenced therein.

**2.2.6 No Termination Liability.** Any termination of this Agreement and cancellation of the Escrow pursuant to a right provided in this Section 2 shall be without liability to the other Party or any other Person. Termination shall be accomplished by delivery of a Notice of termination to both the other Party and the Escrow Agent at least seven (7) calendar days prior to the termination date. Following issuance of a Notice of termination of this Agreement pursuant to a right provided under this Section 2.2, the Parties and the Escrow Agent shall proceed pursuant to Section 3.13. Once a Notice of termination is given pursuant to this Section 2.2, delivery of a Title Notice or Title Notice Waiver shall have no force or effect and this Agreement shall terminate in accordance with the Notice of termination.

### **2.3 Buyer Due Diligence Investigations.**

**2.3.1 Time and Expense.** Buyer shall complete all Due Diligence Investigations within the Due Diligence Period and shall conduct all Due Diligence Investigations at Buyer's sole cost and expense. Buyer obligation to purchase the Property is expressly conditioned on its approval, in its sole discretion, of the Property and all other matters concerning the Property including without limitation economic, financial, and accounting matters relating to or affecting the Property or its value, and the physical and environmental condition of the Property.

**2.3.2 Right to Enter.** Seller licenses Buyer, Buyer Parties and Developer to enter the Property for the sole purpose of conducting the Due Diligence Investigations, subject to all of the terms and conditions of this Agreement. The license given in this Section 2.3.2 shall terminate with the termination of the Due Diligence Period. Any Due Diligence Investigations by Buyer, Buyer Parties or Developer shall not unreasonably disrupt any then existing use or occupancy of the Property.

2.3.3 **Limitations.** Neither Buyer, Buyer Parties or Developer shall conduct any intrusive or destructive testing on any portion of the Property, other than low volume soil samples, without Seller's prior written consent which shall not be unreasonably withheld. Buyer, Buyer Parties and Developer shall pay all of Buyer, Buyer Parties and Developer's vendors, inspectors, surveyors, consultants or agents engaged in any inspection or testing of the Property, such that no mechanics liens or similar liens for work performed are imposed upon the Property by any such Person. Following the conduct of any Due Diligence Investigations on the Property, Buyer, Buyer Parties or Developer, as applicable, shall restore the Property to substantially its condition prior to the conduct of such Due Diligence Investigations.

2.3.4 **Seller Delivery of Documents.** Seller shall deliver to Buyer for its review all data, correspondence, documents, agreements, waivers, notices, reports, and other records regarding the Property in Seller's possession within ten (10) days after the Effective Date.

2.3.5 **Indemnification of Seller.** The activities of Buyer directly or indirectly related to the Due Diligence Investigations shall be subject to Buyer's Indemnity obligations pursuant to Section 5.5.

2.3.6 **Due Diligence Completion Notice.** Buyer shall deliver a Due Diligence Completion Notice to Seller prior to the end of the Due Diligence Period indicating either Buyer's agreement to purchase the Property and proceed with Escrow or Buyer's rejection of the condition of the Property.

2.3.7 **ALTA Survey.** Buyer shall obtain and deliver a completed ALTA Survey to Seller prior to the end of the Due Diligence Period, all at Buyer's sole cost and expense.

2.4 **Seller's Agreement to Vacate.** Seller shall vacate Property after a written 90-day Notice from Buyer to Seller that shall coincide with the Close of Escrow **with Developer but no sooner than March 1<sup>st</sup>.**

### 3. **JOINT ESCROW INSTRUCTIONS**

3.1 **Opening of Escrow; Escrow Instructions.** The conveyance of title to the Property from Seller to Buyer shall take place through the Escrow to be administered by Escrow Agent. Buyer shall cause the Escrow to be opened within five (5) calendar days following Buyer's receipt of Notice of the occurrence of the Effective Date. Escrow Agent shall promptly confirm the Escrow Opening Date in writing to each of the Parties.

3.2 **Escrow Instructions.** This Section 3 constitutes the joint escrow instructions of the Parties to Escrow Agent for conduct of the Escrow for the conveyance of title to the Property, as contemplated by this Agreement. Buyer and Seller shall sign such further escrow instructions consistent with the provisions of this Agreement as may be reasonably requested by Escrow Agent. In the event of any conflict between the provisions of this Agreement and any further escrow instructions requested by Escrow Agent, the provisions of this Agreement shall control. Escrow Agent shall only proceed to close the Escrow after Escrow Agent receives approved Escrow Closing Statements from both Seller and Buyer.

3.3 **Escrow Agent Authority.** Seller and Buyer authorize Escrow Agent to:

3.3.1 **Charges.** Pay and charge Seller and Buyer for their respective shares of the applicable fees, taxes, charges and costs payable by either Seller or Buyer regarding the Escrow;

3.3.2 **Settlement/Closing Statements.** Release each Party's Escrow Closing Statement to the other Party;

3.3.3 **Document Recording.** File any documents delivered for recording through the Escrow with the office of the Recorder of the County for recordation in the official records of the County, pursuant to the joint instructions of the Parties; and

3.3.4 **Counterpart Documents.** Utilize documents signed by Seller or Buyer in counterparts, including attaching separate signature pages to one version of the same document.

3.4 **Buyer's Conditions Precedent to Close of Escrow.** Provided that the failure of any such condition to be satisfied is not due to a Default under this Agreement by Buyer, Buyer's obligation to accept conveyance of title to the Property from Seller through the Escrow shall be conditioned upon the satisfaction or waiver (waivers must be in writing and signed by Buyer) of each of the following conditions precedent prior to the Outside Closing Date:

3.4.1 **Title Policy.** Title Company is committed to issue the Buyer Title Policy to Buyer upon payment of Title Company's premium for such policy;

3.4.2 **Due Diligence.** Buyer timely delivers its Due Diligence Completion Notice to Seller stating Buyer's acceptance of the condition of the Property, in accordance with Section 2.3;

3.4.3 **Seller Escrow Deposits.** Seller deposits all of the items into Escrow required by Section 3.8; and

3.4.4 **Seller Pre-Closing Obligations.** Seller performs all of its material obligations required to be performed by Seller pursuant to this Agreement prior to the Close of Escrow.

3.5 **Seller Conditions Precedent to Close of Escrow.** Provided that the failure of any such condition to be satisfied is not due to a Default under this Agreement by Seller, Seller's obligation to convey title to the Property to Buyer through the Escrow shall be conditioned upon the satisfaction or waiver (waivers must be in writing and signed by Seller) of each of the following conditions precedent prior to the Outside Closing Date:

3.5.1 **Title.** Buyer accepts the state of the title to the Property, in accordance with Section 2.2;

3.5.2 **Due Diligence.** Buyer timely delivers its Due Diligence Completion Notice to both Seller and Escrow Agent stating Buyer's acceptance of the condition of the Property, in accordance with Section 2.3;

3.5.3 **Buyer Escrow Deposits.** Buyer deposits all of the items into Escrow required by Section 3.6;

3.5.4 **Buyer Pre-Closing Obligations.** Buyer performs all of its material obligations required to be performed by Buyer pursuant to this Agreement prior to Close of Escrow.

3.6 **Failure of Conditions Not Default.** Buyer's failure to satisfy any of the conditions set forth in Sections 3.4 and 3.5 shall not constitute an Escrow Default (or any other type of Default or Event of Default) by Buyer under this Agreement, unless Buyer fails to exercise reasonable efforts to satisfy the conditions (which reasonable efforts shall not include litigation or other dispute resolution process); provided, however, Buyer retains its sole and absolute discretion with respect to any legislative act or approval by City.

3.7 **Buyer's Escrow Deposits.** Buyer shall deposit the following items into Escrow and, concurrently, provide a copy of each document deposited into Escrow to Seller, at least one (1) Business Day prior to the Close of Escrow:

3.7.1 **Closing Funds.** All monetary amounts required to be deposited into Escrow by Buyer under the terms of this Agreement to close the Escrow, including the Purchase Price, all in immediately available funds;

3.7.2 **Certificate of Acceptance.** The Certificate of Acceptance attached to the Seller Deed signed by the authorized representative(s) of Buyer in recordable form;

3.7.3 **Escrow Closing Statement.** Buyer's Escrow Closing Statement signed by the authorized representative(s) of Buyer;

3.7.4 **Other Reasonable Items.** Any other documents or funds required to be delivered by Buyer under the terms of this Agreement or as otherwise reasonably requested by Escrow Agent or Title Company in order to close the Escrow that have not previously been delivered by Buyer.

3.8 **Seller's Escrow Deposits.** Seller shall deposit the following items into Escrow and, concurrently, provide a copy of each document deposited into Escrow to Buyer, at least one (1) Business Day prior to the Close of Escrow:

3.8.1 **Closing Funds.** All monetary amounts required to be deposited into Escrow by Seller under the terms of this Agreement to close the Escrow, all in immediately available funds;

3.8.2 **Seller Deed.** The Seller Deed signed by the authorized representative(s) of Seller in recordable form;

3.8.3 **Escrow Closing Statement.** Seller's Escrow Closing Statement signed by the authorized representative(s) of Seller;

3.8.4 **FIRPTA Affidavit.** A FIRPTA affidavit signed by the authorized representative(s) of Seller, in the customary form used by the Escrow Agent.

3.8.5 **Form 593.** A Form 593 signed by the authorized representative(s) of Seller; and

3.8.6 **Other Reasonable Items.** Any other documents or funds required to be delivered by Seller under the terms of this Agreement or as otherwise reasonably requested by Escrow Agent or Title Company in order to close the Escrow that have not been previously delivered by Seller.

3.9 Closing Procedure. When each of Buyer's Escrow deposits, as set forth in Section 3.7, and each of Seller's Escrow deposits, as set forth in Section 3.8, are deposited into Escrow, Escrow Agent shall request confirmation in writing from both Buyer and Seller that each of their respective conditions precedent to the Close of Escrow, as set forth in Sections 3.4 and 3.4.4, respectively, are satisfied or waived. Within three (3) Business Days after Escrow Agent receives written confirmation from both Seller and Buyer that each of their respective conditions precedent to the Close of Escrow are satisfied or waived, Escrow Agent shall close the Escrow by doing all of the following:

3.9.1 **Recordation and Distribution of Documents.** Escrow Agent shall cause the following documents to be filed with the office of the Recorder of the County for recording in the official records of the County in the following order of priority at Close of Escrow: (a) the Seller Deed, with Buyer's Certificate of Acceptance attached; and (b) any other documents to be recorded through Escrow upon the written joint instructions of the Parties. At Close of Escrow, Escrow Agent shall deliver conformed copies of all documents filed for recording in the official records of the County through the Escrow to Seller, Buyer and any other Person designated in the written joint escrow instructions of the Parties to receive an original or conformed copy of each such document. Each conformed copy of a document filed for recording shall show all recording information. The Parties intend and agree that this Section 3.9.1 shall establish the relative priorities of the documents to be recorded in the official records of the County through the Escrow, by providing for recordation of senior interests prior in order and time to junior interests, in the order provided in this Section 3.9.1;

3.9.2 **Distribution of Other Documents.** Escrow Agent shall deliver copies of all documents to be delivered through the Escrow that are not filed for recording to the Parties and any other Person designated in the written joint escrow instructions of the Parties to receive an original or copy of each such document.

3.9.3 **Funds.** Distribute all funds held by the Escrow Agent pursuant to the Escrow Closing Statements approved in writing by Seller and Buyer.

3.9.4 **FIRPTA Affidavit.** File the FIRPTA Affidavit with the United States Internal Revenue Service;

3.9.5 **Form 593.** File the Form 593 with the California Franchise Tax Board;  
and

3.9.6 **Title Policy.** Obtain and deliver to Buyer the Buyer Title Policy issued by the Title Company.

3.10 Close of Escrow. The Close of Escrow shall occur on or before the Outside Closing Date. The Parties may mutually agree to change the Outside Closing Date by joint written instruction to Escrow Agent. If for any reason (other than a Default or Event of Default by such Party) the Close of Escrow has not occurred on or before the Outside Closing Date, then

any Party not then in Default under this Agreement may cancel the Escrow and terminate this Agreement upon seven (7) calendar days advance Notice, in their respective sole and absolute discretion, without liability to the other Party or any other Person for such cancellation and termination, by delivering Notice of termination to both the other Party and Escrow Agent. Following any such Notice of termination of this Agreement and cancellation of the Escrow, the Parties and Escrow Agent shall proceed pursuant to Section 3.13. Without limiting the right of either Party to cancel the Escrow and terminate this Agreement, pursuant to this Section 3.10, if the Escrow does not close on or before the Outside Closing Date and neither Party has exercised its contractual right to cancel the Escrow and terminate this Agreement under this Section 3.10 before the first date on which Escrow Agent Notifies both Parties that Escrow is in a position to close in accordance with the terms and conditions of this Agreement, then the Escrow shall close as soon as reasonably possible following the first date on which Escrow Agent Notifies both Parties that Escrow is in a position to close in accordance with the terms and conditions of this Agreement.

3.11 Escrow Costs. Escrow Agent shall notify Buyer and Seller of the costs to be borne by each of them at the Close of Escrow by delivering an Escrow Closing Statement to Seller and Buyer at least two (2) Business Days prior to the Close of Escrow. Seller and Buyer shall each pay one-half (1/2) of the Escrow fees and costs attributable to conveyance of the Property pursuant to this Agreement, including the premium charged by the Title Company for the basic Buyer Title Policy. Buyer shall be solely responsible for all costs of or premiums for issuance of any endorsements or other supplements to the coverage of the Buyer Title Policy that may be requested by Buyer.

3.12 Escrow Cancellation Charges. If the Escrow fails to close due to Seller's Default under this Agreement, Seller shall pay all ordinary and reasonable Escrow and title order cancellation charges charged by Escrow Agent or Title Company, respectively. If the Escrow fails to close due to Buyer's Default under this Agreement, Buyer shall pay all ordinary and reasonable Escrow and title order cancellation charges charged by Escrow Agent or Title Company, respectively. If the Escrow fails to close for any reason other than the Default of either Buyer or Seller, Buyer and Seller shall each pay one-half (1/2) of any ordinary and reasonable Escrow and title order cancellation charges charged by Escrow Agent or Title Company, respectively.

3.13 Escrow Cancellation. If this Agreement is terminated pursuant to a contractual right granted to a Party in this Agreement to terminate this Agreement (other than due to an Event of Default by the other Party), the Parties shall do all of the following:

3.13.1 **Cancellation Instructions.** The Parties shall, within three (3) Business Days following Escrow Agent's written request, sign any reasonable Escrow cancellation instructions requested by Escrow Agent and deliver such signed Escrow cancellation instructions to Escrow Agent;

3.13.2 **Return of Funds and Documents.** Within ten (10) Business Days following receipt by the Parties of a settlement statement of Escrow and title order cancellation charges (if any) from Escrow Agent or within twenty (20) calendar days following Notice of Termination, whichever is earlier: (a) Buyer or Escrow Agent, respectively, shall return to Seller all documents previously delivered by Seller to Buyer or Escrow Agent regarding the Escrow; (b) Seller or Escrow Agent, respectively, shall return to Buyer all documents previously

delivered by Buyer to Seller or Escrow Agent regarding the Escrow; (c) Escrow Agent shall, except as otherwise provided for in this Agreement, return to Buyer all funds deposited in Escrow by Buyer, less Buyer's share of customary and reasonable Escrow and title order cancellation charges (if any) in accordance with Section 3.12; and (d) Escrow Agent shall, except as otherwise provided in this Agreement, return to Seller all funds deposited in Escrow by Seller, less Seller's share of customary and reasonable Escrow and title order cancellation charges (if any) in accordance with Section 3.12.

3.14 Report to IRS. After the Close of Escrow and prior to the last date on which such report is required to be filed with the Internal Revenue Service under applicable Federal law, if such report is required pursuant to Internal Revenue Code Section 6045(e), Escrow Agent shall report the gross proceeds of the conveyance of the Property pursuant to this Agreement to the Internal Revenue Service on Form 1099-B, W-9 or such other form(s) as may be specified by the Internal Revenue Service pursuant to Internal Revenue Code Section 6045(e). Concurrently with the filing of such reporting form with Internal Revenue Service, Escrow Agent shall deliver a copy of the filed form to both Seller and Buyer.

3.15 Condemnation. If Seller receives written notice that all or any portion of the Property or any interest in any portion of the Property becomes the subject of any eminent domain proceeding after the Effective Date and prior to Close of Escrow, including the filing of any notice of intended condemnation or proceedings in the nature of eminent domain commenced by any Government, Seller shall give Notice to Buyer of such occurrence. Buyer shall have the option to either: (a) proceed with the Close of Escrow, in which case this Agreement shall continue in full force and effect in accordance with its terms and at the Close of Escrow, Seller shall pay to Buyer any condemnation award attributable to the Property that is paid to Seller after the Effective Date and prior to the Close of Escrow or assign to Buyer any and all rights of Seller to receive any condemnation award attributable to the Property that is to be paid after the Close of Escrow; or (b) Buyer may terminate this Agreement by Notice to Seller thirty (30) calendar days in advance of the effective date of such termination.

#### 4. **REPRESENTATIONS AND WARRANTIES OF THE PARTIES**

4.1 Representations and Warranties by Buyer. Buyer makes the following representations, covenants and warranties as of the Effective Date and acknowledges that the execution of this Agreement by Seller is made in material reliance by Seller on such covenants, representations and warranties of Buyer:

4.1.1 Buyer has taken all requisite action and obtained all requisite consents in connection with entering into this Agreement, such that this Agreement is valid and enforceable against Buyer in accordance with its terms and each instrument to be executed by Buyer pursuant to or in connection with this Agreement will, when executed, be valid and enforceable against Buyer in accordance with its terms. No approval, consent, order or authorization of, or designation or declaration of any other Person is required in connection with the valid execution, delivery or performance of this Agreement by Buyer.

4.1.2 If Buyer becomes aware of any act or circumstance that would change or render incorrect, in whole or in part, any representation or warranty made by Buyer under this Agreement, whether as of the date given or any time thereafter, whether or not such

representation or warranty was based upon Buyer's knowledge and/or belief as of a certain date, Buyer will give immediate written notice of such changed fact or circumstance to Seller.

4.2 Representations and Warranties by Seller. Seller makes the following representations, covenants and warranties as of the Effective Date and acknowledges that the execution of this Agreement by Buyer is made in material reliance by Buyer on such covenants, representations and warranties of Seller:

4.2.1 Seller has full legal right, power and authority to enter into this Agreement and the instruments and documents referenced herein, and to consummate the transactions contemplated hereby.

4.2.2 The execution and delivery of this Agreement by Seller, Seller's performance hereunder, and the consummation of the transaction contemplated hereby will not constitute a violation of any order or decree or result in the breach of any contract or agreement to which Seller is at present a party or by which Seller is bound, including, but not limited to, any agreements for occupancy with respect to the Property or any portion thereof or other unrecorded possessory interests or unrecorded agreements that would adversely affect Buyer's title to or use of the Property.

4.2.3 Independent from this Agreement, Seller shall not initiate or carry on negotiations for the sale of the Property with any Person other than Buyer and shall not enter into any agreements nor undertake any obligations prior to Close of Escrow that would in any way burden, encumber or otherwise affect the Property, including, without limitation, any agreements for occupancy with respect to the Property or any portion thereof.

4.2.4 To Seller's current actual knowledge, Seller is not aware that the Property is in violation of any federal, state, county or municipal law, ordinance, order, regulation or other requirement.

4.2.5 To Seller's current actual knowledge, no existing or threatened litigation or claims made related to the Property are pending, proposed or threatened.

4.2.6 If Seller is in possession of any documents related to the Property which are being provided to Buyer, to Seller's knowledge those documents are true, correct and complete copies of what they purport to be.

4.2.7 Seller is not aware of any Hazardous Substances located on, under or about the Property.

4.2.8 If Seller becomes aware of any act or circumstance that would change or render incorrect, in whole or in part, any representation or warranty made by Seller under this Agreement, whether as of the date given or any time thereafter, whether or not such representation or warranty was based upon Seller knowledge and/or belief as of a certain date, Seller will give immediate written notice of such changed fact or circumstance to Buyer.

5. **REMEDIES, INDEMNITY AND TERMINATION**

5.1 PRE-CLOSING LIQUIDATED DAMAGES TO SELLER. UPON THE OCCURRENCE OF AN EVENT OF DEFAULT BY BUYER UNDER THIS AGREEMENT PRIOR TO THE CLOSE OF ESCROW, SELLER MAY CANCEL THE ESCROW, PURSUANT TO SECTION 3.13, AND TERMINATE THIS AGREEMENT. UPON CANCELLATION OF THE ESCROW AND TERMINATION OF THIS AGREEMENT, SELLER SHALL BE RELIEVED OF ANY OBLIGATION OF SELLER UNDER THIS AGREEMENT TO SELL OR CONVEY THE PROPERTY TO BUYER. ANY SUCH ESCROW CANCELLATION AND TERMINATION OF THIS AGREEMENT SHALL BE WITHOUT ANY LIABILITY OF SELLER TO BUYER OR BUYER TO SELLER, OR ANY OTHER PERSON ARISING FROM SUCH ACTION. SELLER AND BUYER ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT AND IMPRACTICAL TO ASCERTAIN THE AMOUNT OF DAMAGES THAT WOULD BE SUFFERED BY SELLER, IN THE EVENT OF A CANCELLATION OF THE ESCROW AND TERMINATION OF THIS AGREEMENT DUE TO THE OCCURRENCE OF AN EVENT OF DEFAULT BY BUYER UNDER THIS AGREEMENT, PRIOR TO THE CLOSE OF ESCROW. HAVING MADE DILIGENT BUT UNSUCCESSFUL ATTEMPTS TO ASCERTAIN THE ACTUAL DAMAGES SELLER WOULD SUFFER, IN THE EVENT OF A CANCELLATION OF THE ESCROW AND TERMINATION OF THIS AGREEMENT DUE TO THE OCCURRENCE OF AN EVENT OF DEFAULT BY BUYER UNDER THIS AGREEMENT PRIOR TO THE CLOSE OF ESCROW, SELLER AND BUYER AGREE THAT A REASONABLE ESTIMATE OF SELLER'S DAMAGES IN SUCH EVENT IS THE AMOUNT OF THE DEPOSIT. THEREFORE, UPON THE CANCELLATION OF THE ESCROW AND TERMINATION OF THIS AGREEMENT BY SELLER DUE TO THE OCCURRENCE OF AN EVENT OF DEFAULT BY BUYER UNDER THIS AGREEMENT PRIOR TO THE CLOSE OF ESCROW, THE ESCROW AGENT SHALL IMMEDIATELY CANCEL THE ESCROW AND PROMPTLY DELIVER THE DEPOSIT TO SELLER. RECEIPT OF THE DEPOSIT SHALL BE SELLER'S SOLE AND EXCLUSIVE REMEDY UPON THE CANCELLATION OF THE ESCROW AND TERMINATION OF THIS AGREEMENT DUE TO THE OCCURRENCE OF AN EVENT OF DEFAULT BY BUYER UNDER THIS AGREEMENT, PRIOR TO THE CLOSE OF ESCROW.

  
\_\_\_\_\_  
Initials of Authorized  
Seller Representative

\_\_\_\_\_  
Initials of Authorized  
Buyer Representative

5.2 BUYER'S REMEDIES PRIOR TO CLOSE OF ESCROW.

5.2.1 **LIMITATION ON REMEDIES.** DURING THE CONTINUANCE OF AN EVENT OF DEFAULT BY SELLER UNDER THIS AGREEMENT PRIOR TO THE CLOSE OF ESCROW THAT PREVENTS BUYER FROM ACQUIRING TITLE TO THE PROPERTY, BUYER SHALL HAVE THE REMEDY OF TERMINATION OF THIS AGREEMENT OR SPECIFIC PERFORMANCE. THE REMEDY OF SPECIFIC PERFORMANCE IS ABSOLUTE AND SHALL BE AVAILABLE FOR ANY EVENT OF DEFAULT CAUSED DIRECTLY BY THE SELLER OR CAUSED BY MATTERS OUTSIDE OF THE SELLER'S CONTROL, INCLUDING BUT NOT LIMITED TO, COSTS OR ANY SPECULATIVE, CONSEQUENTIAL, COLLATERAL, SPECIAL, PUNITIVE OR INDIRECT

DAMAGES OR FOR ANY LOSS OF PROFITS SUFFERED OR CLAIMED TO HAVE BEEN SUFFERED BY BUYER.

5.3 Legal Actions. Either Party may institute legal action, at law or in equity, to enforce or interpret the rights or obligations of the Parties under this Agreement or recover damages, including reasonable attorney fees, subject to the provisions of Section 5.1.

5.4 Rights and Remedies are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties set forth in this Agreement are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by such Party, at the same or different times, of any other rights or remedies for the same Default or the same rights or remedies for any other Default by the other Party.

5.5 Indemnification.

5.5.1 **Seller Indemnity Obligations.** Seller shall, at Seller's sole cost and expense, indemnify, protect and defend and hold Buyer Parties and Buyer's successors and assigns harmless from and against any and all claims, liabilities, obligations, losses, damages, costs and expenses of any kind or nature whatsoever, including, without limitation, reasonable attorneys' fees, court costs and litigation expenses, that Seller may reasonably incur or sustain by reason of or in connection with: (i) the Property or Seller's ownership or operation thereof on or before the Close of Escrow; (ii) the use on or before the Close of Escrow of the Property by Seller or any third party, including, without limitation, any tenant, invitee or licensee of Seller; (iii) any breach of any covenant, agreement, representation or warranty of Seller contained in this Agreement; (iv) the presence, use, handling, storage, disposal or release on or before the Close of Escrow of Hazardous Materials and/or Hazardous Substances on, under or about the Property caused by Seller; and (v) the Seller's violation of any federal, state or local law, ordinance or regulation, occurring or allegedly occurring with respect to the Property prior to the Close of Escrow. This indemnity by Seller herein contained shall survive recordation of the Grand Deed and the Close of Escrow.

5.5.2 **Buyer Indemnity Obligations.** Buyer shall Indemnify Seller Parties against any Claim to the extent such Claim arises from any wrongful intentional act or negligence of Buyer Parties, but only to the extent that Buyer may be held liable under applicable law for such wrongful intentional act or negligence and exclusive of any violation of law (including the State Constitution) relating to Buyer's approval, entry into or performance of this Agreement. Nothing in this Agreement is intended nor shall be interpreted to waive any limitation on Buyer's liability, any exemption from liability in favor of Buyer, or any limitations period applicable to liability of Buyer, all as set forth in Government Code Sections 800 et seq., Sections 900 et seq., or in any other law, or require City to Indemnify any Person beyond such limitations of City's liability.

5.5.3 **Survival of Indemnification and Defense Obligations.** The indemnity and defense obligations of the Parties under this Agreement shall survive the expiration or earlier termination of this Agreement, until any and all actual or prospective Claims regarding any matter subject to an indemnity obligation under this Agreement are fully, finally, absolutely and completely barred by applicable statutes of limitations.

**5.5.4 Indemnification Procedures.** Wherever this Agreement requires any Indemnitor to Indemnify any Indemnitee:

(a) *Prompt Notice.* The Indemnitee shall promptly Notify the Indemnitor of any Claim.

(b) *Selection of Counsel.* The Indemnitor shall select counsel reasonably acceptable to the Indemnitee. Counsel to Indemnitor's insurance carrier that is providing coverage for a Claim shall be deemed reasonably satisfactory, except in the event of a potential or actual conflict of interest for such counsel regarding such representation or such counsel proves to be incompetent regarding such representation. Even though the Indemnitor shall defend the Claim, Indemnitee may, at Indemnitee's option and expense (except in a situation where the Indemnitor is defending Indemnitee under a reservation of rights, in which situation the Indemnitor shall pay for such separate counsel), engage separate counsel to advise it regarding the Claim and its defense. The Indemnitee's separate counsel may attend all proceedings and meetings. The Indemnitor's counsel shall actively consult with the Indemnitee's separate counsel.

(c) *Cooperation.* The Indemnitee shall reasonably cooperate with the Indemnitor's defense of the Indemnitee.

(d) *Settlement.* The Indemnitor may only settle a Claim with the consent of the Indemnitee. Any settlement shall procure a release of the Indemnitee from the subject Claims, shall not require the Indemnitee to make any payment to the claimant and shall provide that neither the Indemnitee nor the Indemnitor on behalf of Indemnitee admits any liability.

## 6. GENERAL PROVISIONS

6.1 Incorporation of Recitals. The Recitals of fact set forth preceding this Agreement are true and correct and are incorporated into this Agreement in their entirety by this reference.

6.2 Notices, Demands and Communications Between the Parties. Any and all Notices submitted by any Party to the other Party pursuant to or as required by this Agreement shall be proper, if in writing and sent by messenger for immediate personal delivery, nationally recognized overnight (one Business Day) courier (i.e., United Parcel Service, Federal Express, etc.) or by registered or certified United States mail, postage prepaid, return receipt requested, to the address of the recipient Party, as designated below in this Section 6.2. Notices may be sent in the same manner to such other addresses as either Party may from time to time designate by Notice in accordance with this Section 6.2. Notice shall be deemed received by the addressee, regardless of whether or when any return receipt is received by the sender or the date set forth on such return receipt, on the day that the Notice is sent by messenger for immediate personal delivery, one Business Day after delivery to a nationally recognized overnight carrier or two (2) calendar days after the Notice is placed in the United States mail in accordance with this Section 6.2. Any attorney representing a Party may give any Notice on behalf of such Party. The Notice addresses for the Parties, as of the Effective Date, are as follows:

To Buyer: City of Colton  
650 N. La Cadena Drive  
Colton, CA 92324  
Attn: City Manager

With Copy To: Best Best & Krieger LLP  
74760 Highway 111, Suite 200  
Indian Wells, CA 92210  
Attn: Colton City Attorney

To Seller: Ed Berki  
Pacific Ocean Drive 3315 LLC  
1370 N. La Cadena Drive  
Colton, CA 92324

6.3 Relationship of Parties. The Parties each intend and agree that Seller and Buyer are independent contracting entities and do not intend by this Agreement to create any partnership, joint venture, or similar business arrangement, relationship or association between them.

6.4 Calculation of Time Periods. Unless otherwise specified, all references to time periods in this Agreement measured in days shall be to consecutive calendar days, all references to time periods in this Agreement measured in months shall be to consecutive calendar months and all references to time periods in this Agreement measured in years shall be to consecutive calendar years. Any reference to Business Days in this Agreement shall mean consecutive Business Days.

6.5 Principles of Interpretation. No inference in favor of or against any Party shall be drawn from the fact that such Party has drafted any part of this Agreement. The Parties have both participated substantially in the negotiation, drafting and revision of this Agreement, with advice from legal and other counsel and advisers of their own selection. A word, term or phrase defined in the singular in this Agreement may be used in the plural, and vice versa, all in accordance with ordinary principles of English grammar, which shall govern all language in this Agreement. The words “include” and “including” in this Agreement shall be construed to be followed by the words: “without limitation.” Each collective noun in this Agreement shall be interpreted as if followed by the words “(or any part of it),” except where the context clearly requires otherwise. Every reference to any document, including this Agreement, refers to such document, as modified from time to time (excepting any modification that violates this Agreement), and includes all exhibits, schedules, addenda and riders to such document. The word “or” in this Agreement includes the word “and.” Every reference to a law, statute, regulation, order, form or similar governmental requirement refers to each such requirement as amended, modified, renumbered, superseded or succeeded, from time to time.

6.6 Governing Law. The procedural and substantive laws of the State shall govern the interpretation and enforcement of this Agreement, without application of conflicts of laws principles. The Parties acknowledge and agree that this Agreement is entered into, is to be fully performed in and relates to real property located in the County. All legal actions arising from this Agreement shall be filed in the Superior Court of the State in and for the County or in the United States District Court with jurisdiction in the County.

6.7 Unavoidable Delay; Extension of Time of Performance.

6.7.1 Notice. Subject to any specific provisions of this Agreement stating that they are not subject to Unavoidable Delay or otherwise limiting or restricting the effects of an Unavoidable Delay (if any), performance by either Party under this Agreement shall not be deemed or considered to be in Default, where any such Default is due to the occurrence of an Unavoidable Delay. Any Party claiming an Unavoidable Delay shall Notify the other Party: (a) within twenty (20) days after such Party knows of any such Unavoidable Delay; and (b) within ten (10) days after such Unavoidable Delay ceases to exist. To be effective, any Notice of an Unavoidable Delay must describe the Unavoidable Delay in reasonable detail. The Party claiming an extension of time to perform due to an Unavoidable Delay shall exercise reasonable efforts to cure the condition causing the Unavoidable Delay, within a reasonable time.

6.7.2 Assumption of Economic Risks. EACH PARTY EXPRESSLY AGREES THAT ADVERSE CHANGES IN ECONOMIC CONDITIONS, OF EITHER PARTY SPECIFICALLY OR THE ECONOMY GENERALLY, OR CHANGES IN MARKET CONDITIONS OR DEMAND OR CHANGES IN THE ECONOMIC ASSUMPTIONS OF EITHER PARTY THAT MAY HAVE PROVIDED A BASIS FOR ENTERING INTO THIS AGREEMENT SHALL NOT OPERATE TO EXCUSE OR DELAY THE PERFORMANCE OF EACH AND EVERY ONE OF EACH PARTY'S OBLIGATIONS AND COVENANTS ARISING UNDER THIS AGREEMENT. ANYTHING IN THIS AGREEMENT TO THE CONTRARY NOTWITHSTANDING, THE PARTIES EXPRESSLY ASSUME THE RISK OF UNFORESEEABLE CHANGES IN ECONOMIC CIRCUMSTANCES OR MARKET DEMAND OR CONDITIONS AND WAIVE, TO THE GREATEST EXTENT ALLOWED BY LAW, ANY DEFENSE, CLAIM, OR CAUSE OF ACTION BASED IN WHOLE OR IN PART ON ECONOMIC NECESSITY, IMPRACTICABILITY, CHANGED ECONOMIC CIRCUMSTANCES, FRUSTRATION OF PURPOSE, OR SIMILAR THEORIES. THE PARTIES AGREE THAT ADVERSE CHANGES IN ECONOMIC CONDITIONS, EITHER OF THE PARTY SPECIFICALLY OR THE ECONOMY GENERALLY, OR CHANGES IN MARKET CONDITIONS OR DEMANDS, SHALL NOT OPERATE TO EXCUSE OR DELAY THE STRICT OBSERVANCE OF EACH AND EVERY ONE OF THE OBLIGATIONS, COVENANTS, CONDITIONS AND REQUIREMENTS OF THIS AGREEMENT. THE PARTIES EXPRESSLY ASSUME THE RISK OF SUCH ADVERSE ECONOMIC OR MARKET CHANGES, WHETHER OR NOT FORESEEABLE AS OF THE EFFECTIVE DATE.

\_\_\_\_\_  
Initials of Authorized  
Buyer Representative

  
\_\_\_\_\_  
Initials of Authorized  
Seller Representative

6.8 Tax Consequences. Seller acknowledges and agrees that Seller shall bear any and all responsibility, liability, costs or expenses connected in any way with any tax consequences experienced by Seller related to this Agreement.

6.9 Real Estate Commissions. Each Party: (a) represents and warrants that the Party did not engage or deal with any broker or finder in connection with this Agreement and no Person is entitled to any commission or finder's fee regarding this Agreement or conveyance of

all or any portion of the Property from Seller to Buyer on account of any agreement or arrangement made by such Party; and (b) shall Indemnify the other Party against any breach of the representation and warranty set forth in clause “(a)” of this Section 6.8.

6.10 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any Person other than the Parties and their respective permitted successors and assigns, nor is anything in this Agreement intended to relieve or discharge any obligation of any Third Person to any Party or give any Third Person any right of subrogation or action over or against any Party.

6.11 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.

6.12 Time Declared to be of the Essence. As to the performance of any obligation under this Agreement of which time is a component, the performance of such obligation within the time specified is of the essence.

6.13 Entire Agreement. This Agreement integrates all of the terms, conditions and exhibits mentioned in this Agreement or incidental to this Agreement, and supersedes all negotiations or previous agreements between the Parties with respect to all or any portion of the Property.

6.14 Survival of Agreement. All of the provisions of this Agreement shall be applicable to any dispute between the Parties arising from this Agreement, whether prior to or following expiration or termination of this Agreement, until any such dispute is finally and completely resolved between the Parties, either by written settlement, entry of a non-appealable judgment or expiration of all applicable statutory limitations periods and all terms and conditions of this Agreement relating to dispute resolution and limitations on damages or remedies shall survive any expiration or termination of this Agreement.

6.15 Waivers and Amendments. All waivers of the provisions of this Agreement must be in writing and signed by the authorized representative(s) of the Party making the waiver. All amendments to this Agreement must be in writing and signed by the authorized representative(s) of both Seller and Buyer. Failure to insist on any one occasion upon strict compliance with any term, covenant, condition, restriction or agreement contained in this Agreement shall not be deemed a waiver of such term, covenant, condition, restriction or agreement, nor shall any waiver or relinquishment of any rights or powers under this Agreement, at any one time or more times, be deemed a waiver or relinquishment of such right or power at any other time or times.

6.16 Counterparts; Electronic Signatures. This Agreement may be signed in counterpart originals, each of which is deemed to be an original. Signatures delivered by facsimile or electronic means shall be binding as originals upon the Party so signing and delivering; provided, however, that original signature(s) of each Party shall be required for each document to be recorded.

*[Signatures on following page]*

**SIGNATURE PAGE  
TO  
REAL PROPERTY PURCHASE AND SALE AGREEMENT  
AND JOINT ESCROW INSTRUCTIONS  
(1595 West Valley Boulevard)**

IN WITNESS WHEREOF, the Parties have signed and entered into this Agreement by and through the signatures of their respective authorized representative(s) as follow:

**SELLER:**

ED BERKI, DBA Pacific Ocean Drive 3315  
LLC

By:   
Ed Berki

*Approved as to form:*

By: \_\_\_\_\_  
General Counsel

**BUYER:**

CITY OF COLTON, a California Municipal  
Corporation

By: \_\_\_\_\_  
William R. Smith  
City Manager

**ATTEST:**

By: \_\_\_\_\_  
City Clerk

*Approved as to form:*

BEST BEST & KRIEGER, LLP

By: \_\_\_\_\_  
City Attorney

**EXHIBIT A  
TO  
REAL PROPERTY PURCHASE AND SALE AGREEMENT  
AND JOINT ESCROW INSTRUCTIONS  
(1595 West Valley Boulevard)**

**PROPERTY LEGAL DESCRIPTION**

The land referred to in this Commitment is situated in the City of Colton, County of San Bernardino, State of California, and is described as follows:

PARCEL 1: APN: 0254-191-09-0-000

THAT PORTION OF LOT 214 AND LOT 215, TOWN OF RIALTO AND ADJOINING SUBDIVISION, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 4 OF MAPS, PAGE 11, RECORDS OF SAID COUNTY DESCRIBED AS THAT PORTION OF THAT PARCEL DESCRIBED IN DEED TO DION MORRISON, DONALD D. MORRISON AND EDGAR C. KELLER, RECORDED MAY 13, 1982 AS DOCUMENT NO. 82-094599 OF OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, SAID PARCEL DESCRIBED IN SAID DEED AS FOLLOWS:

(RESTATED AS RECORDED)

THAT PORTION OF LOT 215, TOWN OF RIALTO AND ADJOINING SUBDIVISION, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 4 OF MAPS, PAGE 11, RECORDS OF SAID COUNTY LYING NORTHERLY OF VALLEY BOULEVARD AS IT NOW EXISTS.

TOGETHER WITH ANY RIGHT, TITLE AND INTEREST OF THE GRANTOR HEREIN IN AND TO ADJACENT ROADS AND IN AND TO COLTON AVENUE AS SHOWN ON THE MAP OF THE TOWN OF RIALTO AND ADJOINING SUBDIVISION LYING BETWEEN LOTS 214 AND 215, RECORDS OF SAID COUNTY AND IN AND TO THOSE PORTIONS OF VALLEY BOULEVARD CONVEYED BY THE COUNTY OF SAN BERNARDINO TO MORRISON AND HILL A GENERAL PARTNERSHIP BY DEED RECORDED IN BOOK 5865, PAGES 287, 288, 289 AND 290 OFFICIAL RECORDS OF SAID COUNTY.

EXCEPTING THEREFROM THOSE PORTIONS DEEDED TO VERNON SCHAFER, ELBERTA SCHAFER, E. G. BERGHARDT AND HARRIETT BERGHARDT BY INSTRUMENTS RECORDED IN BOOK 6329, PAGE 241 AND IN BOOK 6587, PAGE 235, OFFICIAL RECORDS OF SAID COUNTY.

(END OF DOCUMENT NO. 82-094599, OFFICIAL RECORDS)

TOGETHER WITH THAT PORTION OF THAT PARCEL DESCRIBED IN FINAL ORDER OF CONDEMNATION AS PARCEL 3 RECORDED MARCH 28, 1996 AS DOCUMENT NO. 1 9960107225 OF OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, SAID PARCEL 3 DESCRIBED IN SAID FINAL ORDER OF CONDEMNATION AS FOLLOWS:

(RESTATED AS RECORDED)

THE WEST 1/2 OF FARM LOT 214, EXCEPTING THE NORTH 400.00 FEET, IN ACCORDANCE WITH THE MAP OF RIALTO AND ADJOINING SUBDIVISIONS, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLOT RECORDED IN BOOK 4 OF MAPS, PAGE 11, RECORDS OF SAID COUNTY.

Exhibit A

TOGETHER WITH THE NORTH 30 FEET OF VALLEY BOULEVARD, AS VACATED BY RESOLUTION OF BOARD OF SUPERVISORS, RECORDED AUGUST 31, 1965 IN BOOK 6464, PAGE 459, OF OFFICIAL RECORDS.

(END OF PARCEL 3, DOCUMENT NO. 19960107225, OFFICIAL RECORDS)

SAID PORTION OF SAID PARCELS LYING SOUTHWESTERLY OF A LINE THAT IS CONCENTRIC WITH AND 66.00 FEET SOUTHWESTERLY OF THE CENTERLINE OF VALLEY BOULEVARD REALIGNMENT AS DESCRIBED IN DEED TO THE COUNTY OF SAN BERNARDINO RECORDED OCTOBER 22, 1997 AS DOCUMENT NO. 19970386485, OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, SAID CENTERLINE DESCRIBED IN SAID DEED AS FOLLOWS:

(RESTATED AS RECORDED)

COMMENCING AT A POINT IN THE CENTERLINE OF VALLEY BOULEVARD, SAID POINT BEING THE TERMINUS OF A 7000.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHWEST, AS SHOWN ON CALIFORNIA STATE HIGHWAY MAP APPROVED JULY 19, 1937, AND BEING ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF THE COUNTY OF SAN BERNARDINO, DESIGNATED AS COUNTY SURVEYOR PLAT NO. 3157, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 12° 34' 40" EAST; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF VALLEY BOULEVARD, SAID CENTERLINE BEING A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 6655.27 FEET, THROUGH A CENTRAL ANGLE OF 00° 26' 10", AN ARC DISTANCE OF 50.66 FEET (50.36 FEET PER BOOK 6747, PAGE 325) TO AN INTERSECTION WITH THE CENTERLINE OF PEPPER AVE. (60.00 FEET WIDE) AS SHOWN ON MAP OF THE TOWN OF RIALTO AND ADJOINING SUBDIVISIONS AS PER MAP RECORDED IN BOOK 4 OF MAPS, PAGE 11, RECORDS OF SAID COUNTY; THENCE CONTINUING ALONG SAID CENTERLINE CURVE THROUGH A CENTRAL ANGLE OF 7° 38' 36", AN ARC DISTANCE OF 887.82 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING A POINT OF CUSP AND THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 850.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 4° 29' 54" WEST; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28° 06' 49", AN ARC DISTANCE OF 417.07 FEET TO THE POINT OF A REVERSE CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 850.00 FEET; THENCE NORTHEASTERLY, EASTERLY, AND SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 67° 53' 19", ON ARC DISTANCE OF 1007.15 FEET TO THE POINT OF A REVERSE CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 850.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31° 41' 44", AN ARC DISTANCE OF 470.21 TO THE POINT OF TERMINUS, SAID POINT BEING A POINT OF TANGENCY WITH SAID CENTERLINE OF VALLEY BOULEVARD, SAID POINT BEARS SOUTH 77° 25' 20" EAST, A DISTANCE OF 842.22 FEET, AT MEASURED ALONG SAID CENTERLINE OF VALLEY BOULEVARD, FROM THE POINT OF COMMENCEMENT.

(END OF CENTERLINE OF VALLEY BOULEVARD REALIGNMENT PER DOCUMENT NO.19970386485, OFFICIAL RECORDS)

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 214, SAID CORNER BEING THE INTERSECTION OF THE CENTERLINE OF PEPPER AVENUE AND THE CENTERLINE OF COLTON AVENUE (VACATED) AS SHOWN PER SAID TOWN OF RIALTO AND ADJOINING SUBDIVISION; THENCE NORTH 00° 23' 32" WEST LONG THE WEST LINE OF SAID LOT 214 AND SAID CENTERLINE OF PEPPER AVENUE A DISTANCE OF 46.26 FEET TO A POINT IN SAID LINE THAT IS CONCENTRIC WITH AND 66.00 FEET SOUTHWESTERLY OF SAID CENTERLINE OF VALLEY BOULEVARD REALIGNMENT (DOCUMENT NO. 19970386485, OFFICIAL RECORDS, RESTATED HEREINABOVE), SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 784.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 9° 26' 59" EAST; THENCE SOUTHEASTERLY ALONG SAID CURVE AND CONCENTRIC LINE THROUGH A CENTRAL ANGLE OF 4° 16' 16", A DISTANCE OF 58.44 FEET; THENCE

Exhibit A

SOUTH 54° 50' 36" WEST, A DISTANCE OF 52.73 FEET; THENCE SOUTH 05° 57' 58" WEST, A DISTANCE OF 4.08 FEET TO A POINT IN THE SOUTH LINE OF SAID LOT 214 AND SAID CENTERLINE OF COLTON AVENUE (VACATED); THENCE SOUTH 89° 33' 77" WEST ALONG SAID SOUTH LINE AND CENTERLINE OF COLTON AVENUE, A DISTANCE OF 13.39 FEET TO THE POINT OF BEGINNING.

**EXHIBIT B  
TO  
REAL PROPERTY PURCHASE AND SALE AGREEMENT  
AND JOINT ESCROW INSTRUCTIONS  
(1595 West Valley Boulevard)**

**SELLER DEED**

**[Attached behind this cover page]**

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

City of Colton  
650 N. La Cadena Drive  
Colton, CA 92324  
Attn: City Manager

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**GRANT DEED**  
**(1595 West Valley Boulevard)**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

**ED BERKI**, DBA Pacific Ocean Drive 3315 LLC ("**Grantor**"),

does hereby grant to

**CITY OF COLTON**, a California municipal corporation ("**Grantee**"),

that certain real property in the City of Colton, County of San Bernardino, State of California, specifically described in Exhibit "1" attached to this Grant Deed ("**Property**") and made a part of this Grant Deed by this reference.

Dated: \_\_\_\_\_

ED BERKI, DBA Pacific Ocean Drive 3315  
LLC

By: \_\_\_\_\_  
Ed Berki

EXHIBIT "1"  
TO  
GRANT DEED  
(1595 West Valley Boulevard)

**Property Legal Description**

The land referred to in this Commitment is situated in the City of Colton, County of San Bernardino, State of California, and is described as follows:

PARCEL 1: APN: 0254-191-09-0-000

THAT PORTION OF LOT 214 AND LOT 215, TOWN OF RIALTO AND ADJOINING SUBDIVISION, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 4 OF MAPS, PAGE 11, RECORDS OF SAID COUNTY DESCRIBED AS THAT PORTION OF THAT PARCEL DESCRIBED IN DEED TO DION MORRISON, DONALD D. MORRISON AND EDGAR C. KELLER, RECORDED MAY 13, 1982 AS DOCUMENT NO. 82-094599 OF OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, SAID PARCEL DESCRIBED IN SAID DEED AS FOLLOWS:

(RESTATED AS RECORDED)

THAT PORTION OF LOT 215, TOWN OF RIALTO AND ADJOINING SUBDIVISION, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 4 OF MAPS, PAGE 11, RECORDS OF SAID COUNTY LYING NORTHERLY OF VALLEY BOULEVARD AS IT NOW EXISTS.

TOGETHER WITH ANY RIGHT, TITLE AND INTEREST OF THE GRANTOR HEREIN IN AND TO ADJACENT ROADS AND IN AND TO COLTON AVENUE AS SHOWN ON THE MAP OF THE TOWN OF RIALTO AND ADJOINING SUBDIVISION LYING BETWEEN LOTS 214 AND 215, RECORDS OF SAID COUNTY AND IN AND TO THOSE PORTIONS OF VALLEY BOULEVARD CONVEYED BY THE COUNTY OF SAN BERNARDINO TO MORRISON AND HILL A GENERAL PARTNERSHIP BY DEED RECORDED IN BOOK 5865, PAGES 287, 288, 289 AND 290 OFFICIAL RECORDS OF SAID COUNTY.

EXCEPTING THEREFROM THOSE PORTIONS DEEDED TO VERNON SCHAFER, ELBERTA SCHAFER, E. G. BERGHARDT AND HARRIETT BERGHARDT BY INSTRUMENTS RECORDED IN BOOK 6329, PAGE 241 AND IN BOOK 6587, PAGE 235, OFFICIAL RECORDS OF SAID COUNTY.

(END OF DOCUMENT NO. 82-094599, OFFICIAL RECORDS)

TOGETHER WITH THAT PORTION OF THAT PARCEL DESCRIBED IN FINAL ORDER OF CONDEMNATION AS PARCEL 3 RECORDED MARCH 28, 1996 AS DOCUMENT NO. 1 9960107225 OF OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, SAID PARCEL 3 DESCRIBED IN SAID FINAL ORDER OF CONDEMNATION AS FOLLOWS:

(RESTATED AS RECORDED)

THE WEST 1/2 OF FARM LOT 214, EXCEPTING THE NORTH 400.00 FEET, IN ACCORDANCE WITH THE MAP OF RIALTO AND ADJOINING SUBDIVISIONS, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLOT RECORDED IN BOOK 4 OF MAPS, PAGE 11, RECORDS OF SAID COUNTY.

TOGETHER WITH THE NORTH 30 FEET OF VALLEY BOULEVARD, AS VACATED BY RESOLUTION OF BOARD OF SUPERVISORS, RECORDED AUGUST 31, 1965 IN BOOK 6464, PAGE 459, OF OFFICIAL RECORDS.

Exhibit 1 to Grant Deed

(END OF PARCEL 3, DOCUMENT NO. 19960107225, OFFICIAL RECORDS)

SAID PORTION OF SAID PARCELS LYING SOUTHWESTERLY OF A LINE THAT IS CONCENTRIC WITH AND 66.00 FEET SOUTHWESTERLY OF THE CENTERLINE OF VALLEY BOULEVARD REALIGNMENT AS DESCRIBED IN DEED TO THE COUNTY OF SAN BERNARDINO RECORDED OCTOBER 22, 1997 AS DOCUMENT NO. 19970386485, OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, SAID CENTERLINE DESCRIBED IN SAID DEED AS FOLLOWS:

(RESTATED AS RECORDED)

COMMENCING AT A POINT IN THE CENTERLINE OF VALLEY BOULEVARD, SAID POINT BEING THE TERMINUS OF A 7000.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHWEST, AS SHOWN ON CALIFORNIA STATE HIGHWAY MAP APPROVED JULY 19, 1937, AND BEING ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF THE COUNTY OF SAN BERNARDINO, DESIGNATED AS COUNTY SURVEYOR PLAT NO. 3157, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 12° 34' 40" EAST; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF VALLEY BOULEVARD, SAID CENTERLINE BEING A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 6655.27 FEET, THROUGH A CENTRAL ANGLE OF 00° 26' 10", AN ARC DISTANCE OF 50.66 FEET (50.36 FEET PER BOOK 6747, PAGE 325) TO AN INTERSECTION WITH THE CENTERLINE OF PEPPER AVE. (60.00 FEET WIDE) AS SHOWN ON MAP OF THE TOWN OF RIALTO AND ADJOINING SUBDIVISIONS AS PER MAP RECORDED IN BOOK 4 OF MAPS, PAGE 11, RECORDS OF SAID COUNTY; THENCE CONTINUING ALONG SAID CENTERLINE CURVE THROUGH A CENTRAL ANGLE OF 7° 38' 36", AN ARC DISTANCE OF 887.82 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING A POINT OF CUSP AND THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 850.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 4° 29' 54" WEST; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28° 06' 49", AN ARC DISTANCE OF 417.07 FEET TO THE POINT OF A REVERSE CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 850.00 FEET; THENCE NORTHEASTERLY, EASTERLY, AND SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 67° 53' 19", ON ARC DISTANCE OF 1007.15 FEET TO THE POINT OF A REVERSE CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 850.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31° 41' 44", AN ARC DISTANCE OF 470.21 TO THE POINT OF TERMINUS, SAID POINT BEING A POINT OF TANGENCY WITH SAID CENTERLINE OF VALLEY BOULEVARD, SAID POINT BEARS SOUTH 77° 25' 20" EAST, A DISTANCE OF 842.22 FEET, AT MEASURED ALONG SAID CENTERLINE OF VALLEY BOULEVARD, FROM THE POINT OF COMMENCEMENT.

(END OF CENTERLINE OF VALLEY BOULEVARD REALIGNMENT PER DOCUMENT NO.19970386485, OFFICIAL RECORDS)

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 214, SAID CORNER BEING THE INTERSECTION OF THE CENTERLINE OF PEPPER AVENUE AND THE CENTERLINE OF COLTON AVENUE (VACATED) AS SHOWN PER SAID TOWN OF RIALTO AND ADJOINING SUBDIVISION; THENCE NORTH 00° 23' 32" WEST LONG THE WEST LINE OF SAID LOT 214 AND SAID CENTERLINE OF PEPPER AVENUE A DISTANCE OF 46.26 FEET TO A POINT IN SAID LINE THAT IS CONCENTRIC WITH AND 66.00 FEET SOUTHWESTERLY OF SAID CENTERLINE OF VALLEY BOULEVARD REALIGNMENT (DOCUMENT NO. 19970386485, OFFICIAL RECORDS, RESTATED HEREINABOVE), SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 784.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 9° 26' 59" EAST; THENCE SOUTHEASTERLY ALONG SAID CURVE AND CONCENTRIC LINE THROUGH A CENTRAL ANGLE OF 4° 16' 16", A DISTANCE OF 58.44 FEET; THENCE SOUTH 54° 50' 36" WEST, A DISTANCE OF 52.73 FEET; THENCE SOUTH 05° 57' 58" WEST, A DISTANCE OF 4.08 FEET TO A POINT IN THE SOUTH LINE OF SAID LOT 214 AND SAID CENTERLINE OF COLTON AVENUE (VACATED); THENCE SOUTH 89° 33' 77" WEST ALONG SAID SOUTH LINE AND CENTERLINE OF COLTON AVENUE, A DISTANCE OF 13.39 FEET TO THE POINT OF BEGINNING.

Exhibit 1 to Grant Deed

**CERTIFICATE OF ACCEPTANCE OF GRANT DEED**

This is to certify that the interest in real property conveyed by the foregoing Grant Deed from **ED BERKI**, DBA Pacific Ocean Drive 3315 LLC, to **THE CITY OF COLTON**, a California municipal corporation, is hereby accepted by the undersigned, who consents to the recordation of such Grant Deed in the official records of the County of San Bernardino, California.

CITY OF COLTON  
a California municipal corporation

By: \_\_\_\_\_  
William R. Smith  
City Manager

**ATTACHMENT C**

**Resolution No. R-69-16**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLTON APPROVING A PURCHASE AND SALE AGREEMENT WITH THE COUNTY OF SAN BERNARDINO FOR THE ACQUISITION OF APPROXIMATELY 2.04 ACRES OF REAL PROPERTY AND TO AMEND THE FISCAL YEAR 2016-17 BUDGET TO APPROPRIATE FUNDS ASSOCIATED WITH THE TRANSACTION

1  
2  
3  
4  
5  
6  
7  
8

**RESOLUTION NO. R-69-16**

9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLTON APPROVING A PURCHASE AND SALE AGREEMENT WITH THE COUNTY OF SAN BERNARDINO FOR THE ACQUISITION OF APPROXIMATELY 2.04 ACRES OF REAL PROPERTY AND TO AMEND THE FISCAL YEAR 2016-17 BUDGET TO APPROPRIATE FUNDS ASSOCIATED WITH THE TRANSACTION**

25  
26  
27  
28

**WHEREAS**, the County of San Bernardino (“Seller”) is the owner of that certain real property located at east of Pepper Avenue in the City of Colton (APN 0254-191-11) (the “Property”); and

**WHEREAS**, Seller acquired the Property during the acquisition phase for the Valley Boulevard and Pepper Avenue Interchange Improvement Project (“Project”) and has determined that that the Property is not necessary for road right-of-way or any other purpose; and

**WHEREAS**, Seller is therefore authorized to sell the Property to the City for fair market value in accordance with Section 25365 of the Government Code of the State of California; and

**WHEREAS**, California Government Code Section 37350 provides that a city may purchase, lease, receive, hold, and enjoy real and personal property, and control and dispose of it for the common benefit; and

**WHEREAS**, the City of Colton (“City”) desires to purchase the Property from Seller to facilitate the redevelopment of the Property; and

**WHEREAS**, Seller desires to sell the Property to the City, and City desires to purchase the Property from Seller, through a Purchase and Sale Agreement, which includes joint escrow instructions, in the form attached hereto as Exhibit “A” and incorporated herein (the “Agreement”); and

**WHEREAS**, City staff has determined that the Seller’s conveyance of the Property to City is exempt from the requirements of the California Environmental Quality Act (“CEQA”), pursuant to State CEQA Guidelines Section 15061(b)(3), because it can be seen with certainty that the mere transfer of title to the Property from the Seller to the City will not have a significant effect on the environment; and

**WHEREAS**, a budget appropriation for the purchase of the Property, not listed in the 2016-17 Fiscal Year budget, is required and must be approved by resolution of the City Council.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COLTON RESOLVES AS FOLLOWS:**

1           **SECTION 1. RECITALS.** The City Council does hereby find and affirm the above-  
2 noted recitals are true and correct and hereby incorporated in the body of this Resolution as if  
3 restated in full.

4           **SECTION 2. APPROVAL OF AGREEMENT.** The City Council hereby approves and  
5 accepts the conveyance of the Property to the City by and pursuant to the terms and conditions set  
6 forth in the attached Purchase and Sale Agreement and Joint Escrow Instructions. The City  
7 Council hereby authorizes and directs the City Manager (with the concurrence of the City  
8 Attorney) to execute and deliver on behalf of the City the Agreement and any documents and  
9 instruments as may be necessary or convenient in the furtherance of the actions authorized by this  
10 Resolution.

11           **SECTION 3. CEQA.** The City Council hereby authorizes and directs City staff to file a  
12 Notice of Exemption for the City as a lead agency under CEQA within five (5) days from the  
13 adoption of this Resolution.

14           **SECTION 4. APPROPRIATION OF EXPENDITURES.** The City Council authorizes  
15 an adjustment to the Fiscal Year 2016–17 budget, for an appropriation of \$1,134,000 plus  
16 estimated closing costs of \$6,500 as follows:

- 17           • Appropriate the Expenditure in the amount of \$1,140,500 for associated  
18 expenses related to that certain Purchase and Sale Agreement for purchase  
19 and subsequent sale of APN 0254-191-11, the Property, from Colton  
20 Electric Utility Rate Stabilization/Land Purchase Account 520-8000-8001-  
21 4960-0000-000.

22           **SECTION 5. CERTIFICATION.** The City Clerk shall certify to the passage and  
23 adoption of this Resolution and the same shall thereupon take effect and be in force immediately  
24 upon its adoption.

25           **SECTION 6. EFFECTIVE DATE.** The Mayor shall sign this Resolution and the City  
26 Clerk shall attest thereto, and this Resolution shall take effect immediately upon its adoption.

27           **PASSED, APPROVED AND ADOPTED** this 5<sup>th</sup> day of July, 2016.

28  
\_\_\_\_\_  
Richard De La Rosa, Mayor

ATTEST:

\_\_\_\_\_  
Carolina R. Padilla, City Clerk

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

**EXHIBIT A**

Purchase and Sale Agreement and Joint Escrow Instructions

**[Attached Behind This Page]**

Exhibit A

## PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS

This Purchase and Sale and Escrow Instructions ("Agreement") is dated as of \_\_\_\_\_, 2015, and is entered into by and between the COUNTY OF SAN BERNARDINO, a body corporate and politic, of the State of California herein called "SELLER" and the CITY OF COLTON, a municipal corporation, herein called "BUYER". SELLER and BUYER are sometimes individually referred to as "Party" and collectively as "Parties."

### RECITALS

- A. SELLER is the owner of the fee interest in that certain property, as more particularly described in Exhibit "A", containing approximately 88,862.4 square feet on 2.04 acre parcel of vacant land (APN 0254-191-11) Valley Boulevard (vacated) and east of Pepper Avenue in the City of Colton and hereinafter referred to as ("the Property).
- B. SELLER acquired the Property during the acquisition phase for the Valley Boulevard and Pepper Avenue Interchange Improvement Project ("Project") in exchange for the realigned Valley Boulevard and has determined that this Property is not necessary for road right-of-way or any other purpose and is authorized to sell the Property to the BUYER for fair market value in accordance with Section 25365 of the Government Code of the State of California.
- C. BUYER desires to purchase the Property for redevelopment purposes for an agreed upon purchase price as more fully set forth herein.
- D. The parties desire by this Agreement to provide the terms and conditions for the purchase and sale of the Property.

NOW, THEREFORE, in consideration of the foregoing, and the terms and conditions of this Agreement, the SELLER and BUYER agree as follows:

#### Section 1. Purchase and Sale of Property

Subject to all of the terms, conditions and provisions of this Agreement and for the consideration set forth below, SELLER hereby agrees to sell to BUYER and BUYER hereby agrees to acquire from SELLER the fee simple interest in the property identified herein as the Property.

#### Section 2. Consideration

As a condition to SELLER's performance hereunder, BUYER shall pay to SELLER total consideration in the amount of ONE MILLION ONE HUNDRED THIRTY-FOUR THOUSAND AND 00/100 DOLLARS (\$1,134,000.00) ("Purchase Price") for the Property in cash ("Cash Payment") at Close of Escrow.

#### Section 3. Opening of Escrow

(a) The transfer and sale of the Property shall take place through escrow (the "Escrow") administered by Golden State Escrow, 1421-1 East Cooley Drive, Colton, CA 92324 (the "Escrow Holder"), for the purpose of consummating the purchase and sale of the SELLER's interest in the Property as described herein. The Escrow for the Property shall be deemed open ("Opening of Escrow") upon the receipt by the Escrow Holder of a copy of this Agreement executed by SELLER and BUYER. The parties hereto shall execute and deliver to Escrow Holder such escrow instructions prepared by Escrow Holder as may be required to consummate the transaction contemplated by this Agreement. SELLER and BUYER shall open escrow within one month after approval of this Agreement by the SELLER ("Escrow Opening Date").

(b) If this Agreement or Escrow is terminated by SELLER for any reason except the BUYER's default, SELLER shall be solely responsible to the Escrow Holder for payment of all customary and reasonable escrow cancellation charges to the Escrow Holder without further or separate instruction to the Escrow Holder, and the parties shall each be relieved and discharged from all further responsibility or liability under this Agreement. If this Agreement or Escrow is terminated due to BUYER's default, then BUYER shall

be solely responsible for the payment of the escrow cancellation costs of the Escrow Holder without further or separate instruction, and the parties shall each be relieved and discharged from all further responsibility or liability under this Agreement except that SELLER shall waive any right to seek injunctive relief for the removal of any construction that is part of the Project.

Section 4. Title Approval; Due Diligence Period

(a) Promptly following execution of this Agreement, BUYER shall obtain a preliminary title report describing the state of title of the Property, together with legible copies of all exceptions specified therein (the "Preliminary Title Report"). BUYER shall notify SELLER in writing ("Buyer's Title Notice") of BUYER's approval of all matters contained in the Preliminary Title Report or of any objections BUYER may have to title exceptions or other matters ("Disapproved Exceptions") contained in the Preliminary Title Report within thirty (30) days after BUYER's receipt of the Preliminary Title Report ("Buyer's Title Notice").

In the event BUYER delivers Buyer's Title Notice within said period, SELLER shall have a period of fifteen (15) days after receipt of Buyer's Title Notice in which to notify BUYER of SELLER's election to either (i) agree to attempt to remove the Disapproved Exceptions prior to the Closing Date; or (ii) decline to remove any such Disapproved Exceptions ("Seller's Notice"). SELLER's failure to deliver Seller's Notice within said fifteen (15) day period shall be deemed SELLER's election to decline to remove the Disapproved Exceptions.

If SELLER notifies BUYER of its election to decline to remove the Disapproved Exceptions, if SELLER is deemed to have elected to decline to remove the Disapproved Exceptions, or if SELLER is unable to remove the Disapproved Exceptions, BUYER may elect either to terminate this Agreement or to accept title to the Property subject to the Disapproved Exception(s). BUYER shall exercise such election by delivery of written notice to SELLER within ten (10) days following the earlier of (i) the date of written advice from SELLER that such Disapproved Exception(s) cannot be removed; or (ii) the date SELLER declines or is deemed to have declined to remove such Disapproved Exception(s).

Upon the issuance of any amendment or supplement to the Preliminary Title Report which adds additional exceptions, the foregoing right of review and approval shall also apply to said amendment or supplement, provided, however, that BUYER's initial period of review and approval or disapproval of any such additional exceptions shall be limited to five (5) days following receipt of notice of such additional exceptions, together with copies of the underlying documents referenced therein.

Nothing to the contrary herein withstanding, BUYER shall be deemed to have automatically objected to all deeds of trust, mortgages, judgment liens, federal and state income tax liens, delinquent general and special real property taxes and assessments and similar monetary encumbrances affecting the Property, and SELLER shall discharge any such non-permitted title matters of record, or obtain a reconveyance or release of lien, prior to or concurrently with the Closing Date.

(b) During the period extending four (4) months from the Escrow Opening Date (the "Due Diligence Period"), BUYER shall have the right to inspect and approve all physical, environmental, legal and any other matters relating to the Property (including zoning, land use and similar public agency or governmental conditions or approvals with respect to ownership, operation and use of the Property) as BUYER may, in BUYER's judgment, elect to investigate at BUYER's cost; and, during the Due Diligence Period, BUYER shall be permitted to make complete physical, environmental, legal and other inspections of the Property (at BUYER's cost) and to make and remove copies of any and all records and files regarding the Property; provided, however, neither BUYER nor any agent or consultant acting on behalf of BUYER shall conduct a Phase II environmental testing, boring, or other entry or disturbance of any sort on the Property without prior notice to and written consent of SELLER. If BUYER, in BUYER's sole and absolute discretion, is satisfied with all of the inspections and investigations BUYER elects to undertake as described above, BUYER shall give written notice of such satisfaction to SELLER prior to the end of the Due Diligence Period ("Notice of Due Diligence Approval"). If BUYER does not provide a Notice of Due Diligence Approval, the condition of the Property shall be disapproved and, except as otherwise provided, this Agreement shall terminate.

(c) SELLER shall assist and cooperate with BUYER in endeavoring to remove title exceptions unacceptable to BUYER, but SELLER shall have no obligation to cause such objections to be removed or to

expend any sums in such endeavor, except that SELLER shall remove all monetary liens and encumbrances created by or as a result of SELLER's activities. Notwithstanding the foregoing, in the event that SELLER cannot or will not remove title exceptions unacceptable to BUYER, BUYER may elect either to terminate this Agreement or accept title to the Property subject to the title exceptions.

Section 5. Environmental Conditions.

(a) **Environmental Indemnity.** To the best of SELLER's knowledge, SELLER shall disclose to BUYER any documents, writings, or knowledge of any environmental conditions of the Property. BUYER will purchase SELLER's interest in the Property as provided herein, in an "As-Is, Where Is" condition. Notwithstanding any contrary provisions of this Agreement, upon the execution of this Agreement by BUYER, and provided SELLER makes true and correct disclosures pursuant to this Section, and pursuant to Section 10(a), BUYER shall indemnify and does hereby hold SELLER harmless from any liability, cost or expense for any liability under all Environmental Laws BUYER may incur as a result of BUYER's purchase of the Property commencing on the Closing Date or at any time thereafter. For purposes of this Agreement, "Environmental Laws" shall mean all federal, state or local statutes, regulations, ordinances, codes or rules as such have been or may hereafter be enacted, adopted, amended or supplemented and all common law causes of action relating to the protection of human health or the environmental, including without limitations the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 6901 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. Section 7401, et seq.), the Toxic Substance Control Act, as amended (15 U.S.C. 2601, et seq.), the Safe Drinking Water Act, as amended (42 U.S.C. Section 300f, et seq.), the Federal Insecticide, Fungicide and Rodenticide Act, as amended (7 U.S.C. Section 136, et seq.) and the Clean Air Act, as amended (42 U.S.C. 7401, et seq.), and private rights of action for nuisance or damages to property or persons.

Notwithstanding any contrary provisions of this Agreement or otherwise, upon the execution of this Agreement by BUYER, BUYER shall and does hereby release SELLER from any liability, cost or expense BUYER may incur as a result of BUYER's purchase of the Property or the presence of any Hazardous Materials (hereinafter defined) which are or may be located in, on or about the Property commencing on the Closing Date or at any time thereafter. Additionally, SELLER shall remain liable to BUYER from any breach of the representations and warranties in Section 10(a).

(b) **Hazardous Materials.** For the purposes of this Agreement, Hazardous Materials shall be deemed to mean asbestos, polychlorinated biphenyls, petroleum or by-products thereof, radioactive materials, or any chemical, material or substance included in the definitions of "hazardous substances", "hazardous materials", "hazardous waste", "toxic substances" and/or words of similar import under any federal, state and local laws, ordinances, rules and regulations whether present or future, relating to and/or dealing with the protection of the environment and/or human health and safety and/or applicable to the generation, handling, manufacture, installation, treatment, storage, use, transportation, discharge, disposal, presence and/or release into the air, soil, water at, above or below ground level (whether accidental or intentional) of such substances or materials. Without limiting the generality of the foregoing, this shall be deemed to include shall include, but shall not be limited to, substances defined as "hazardous substances, hazardous materials or toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 USC Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 USC Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 USC Section 6901, et seq.; those substances defined as "hazardous wastes" in Section 25117 of the California Health & Safety Code or as "hazardous substances" in Section 25316 of the California Health & Safety Code; and those chemicals known to cause cancer or reproductive toxicity, as published pursuant to the Safe Drinking Water and Toxic Enforcement Act of 1986, Section 25249.5, et seq., of the California Health & Safety Code; and in the regulations adopted and publications promulgated pursuant to each of the aforesaid laws.

(c) **Hazardous Substance Disclosure.** Section 25359.7 of the California Health and Safety Code requires owners of nonresidential property who know or have reasonable cause to believe that a release of a Hazardous Substance has come to be located on or beneath real property to provide written notice of that condition to a buyer of said real property. BUYER acknowledges the receipt prior to the date hereof of the written disclosure, if any, as to Hazardous Substances. By its execution of this Agreement, BUYER (1)

acknowledges its receipt of the foregoing notice given pursuant to Section 25359.7 of the California Health and Safety Code and that it is aware of the benefits conferred to BUYER by Section 1542 of the California Code of Civil Procedure and the risks it assumes by any waiver of its benefits there under, (2) is fully aware of any environmental matters disclosed in the Due Diligence Materials and Environmental Report, of which BUYER has received and reviewed; and (3) after receiving advice of its legal counsel, waives any and all rights or remedies whatsoever, expressed or implied, BUYER may have against SELLER, including remedies for actual damages under Section 25359.7 of the California Health and Safety Code, arising out of or resulting from any unknown, unforeseen or unanticipated presence or releases of hazardous substances or other Hazardous Substances from or on the Property.

(d) **Survival.** Notwithstanding any other provision of this Agreement, the provisions of this Section 5 shall survive the Closing Date and the delivery of the Deed.

Section 6. Conditions Precedent.

(a) SELLER's Contingencies: SELLER's obligation to sell the Property shall be subject to and contingent upon, to the SELLER's reasonable satisfaction:

(1) BUYER's performance of each and every covenant required to be performed by BUYER hereunder on or before the Close of Escrow.

(2) the truth and accurateness of each of BUYER's covenants, representations and warranties, as set forth in Section 10(b) of this Agreement as of the Close of Escrow.

(3) BUYER provides to SELLER environmental clearance for the proposed project improvements.

In the event that any of the foregoing conditions have not been either timely satisfied or expressly waived in writing by SELLER, then SELLER may terminate this Agreement by written notice to BUYER at any time prior to the Close of Escrow.

(b) BUYER's Contingencies: The Close of Escrow and BUYER'S obligation to purchase the property from SELLER is subject to the timely satisfaction of the following conditions:

(1) the representations and warranties of the SELLER contained in this Agreement are all true and correct in all material respects as of the Close of Escrow, and SELLER is not in default under this Agreement.

(2) the SELLER shall have formally determined and declared in writing that the Property is no longer necessary for SELLER purposes.

(3) BUYER shall obtain a title report and copies of the title exception documents, which BUYER may accept or reject in part or in total. BUYER, at its sole discretion, may terminate this Agreement at any time if any or all title exceptions are not acceptable to SELLER in its good faith discretion.

Section 7. Escrow Instructions

SELLER and BUYER each agree to execute and deliver to the Escrow Holder the customary supplemental written escrow instructions (consistent with the terms of this Agreement) of the Escrow Holder. In the event of a conflict between the additional terms of such customary supplemental escrow instructions of the Escrow Holder and the provisions of this Agreement, this Agreement shall supersede and be controlling. Upon any termination of this Agreement or cancellation of the Escrow, except as results from the default of

SELLER, BUYER shall be solely responsible for the payment of the escrow cancellation costs of the Escrow Holder.

Section 8. Close of Escrow; Conveyance of Title

(a) As used herein, "Close of Escrow" means and refers to the date on which the conditions set forth in this Agreement for the close of Escrow for the transfer of the Property have been satisfied, and the Deed is recorded by the Escrow Holder.

(b) The Property shall be transferred to BUYER at the Close of Escrow, provided that within the periods of time set forth in this Agreement: (i) Neither SELLER nor BUYER have terminated this Agreement, (ii) BUYER has accepted the Deed, and (iii) all other conditions of the Close of Escrow set forth in this Agreement have been met and BUYER has paid, or caused to be paid to the Escrow Holder all applicable escrow costs relating to such closing.

(c) The Close of Escrow shall occur no later than six (6) months after the Opening of Escrow (as defined in Section 3, above); provided, however, that the Parties may mutually agree in writing to extend the date for the Close of Escrow, in the Parties respective sole and absolute discretion.

(d) On or before the day designated by BUYER as the date for the Close of Escrow date (the "Closing Date"), SELLER shall deliver to the Escrow Holder in recordable form the Grant Deed in form attached hereto as Exhibit "C" (the "Deed") (duly executed and acknowledged by SELLER), which Deed shall relinquish SELLER's rights, title and interest in the Property to BUYER, respectively. The Escrow Holder shall be instructed to record the Deed in the Recorder's Office of San Bernardino County, California, if and when the Escrow Holder holds the funds for the SELLER as set forth herein and can obtain for BUYER, if requested, a ALTA owner's policy of title insurance ("Title Policy") issued by a Title Insurance Company (the "Title Company") acceptable to BUYER with liability in an amount equal to the Purchase Price together with such endorsements to the policy as may be reasonably requested by BUYER, insuring that fee title to the Property is vested in BUYER, free and clear of options, rights of first refusal or other purchase rights, leases or other possessory interests, lis pendens and monetary liens and/or encumbrances and subject only to:

- (1) non-delinquent real property taxes;
- (2) easements in and to and over the Property that have been approved by BUYER;
- (3) such other title exceptions, if any, resulting from documents previously recorded or being recorded or delivered through Escrow that are approved by BUYER.

(e) SELLER and BUYER hereby agree that if SELLER and BUYER may mutually agree to extend the date for the Close of Escrow by executing an amendment to the escrow instruction of Escrow Holder setting forth such mutually agreed upon new date for the Close of Escrow.

(f) On the Close of Escrow, Escrow Holder shall effect the same by:

- (1) recording all documents as may be necessary to clear title in accordance with the requirements of this Agreement;
- (2) recording the Grant Deed;
- (3) paying all closing costs and making all prorations in accordance with the terms of this Agreement and a statement of adjustments and prorations as approved by BUYER and SELLER prior to the Close of Escrow; and
- (4) delivering to BUYER the Title Policy, Escrow Holder's certified closing statement and a certified copy of the Deed.

Section 9. Closing Costs, Possession.

(a) Escrow Holder shall notify BUYER of all costs to be borne at the Close of Escrow by delivering an Escrow Closing Statement to BUYER at least two (2) Business Days prior to the Close of Escrow. BUYER shall pay the premium charged by the Title Company for the basic Title Policy. BUYER shall be solely responsible for all costs of or premiums for issuance of any endorsements or other supplements to the coverage of the Title Policy that may be requested by BUYER. BUYER shall pay all fees and other costs that the Escrow Holder may charge for conducting the Escrow. BUYER shall pay any and all recording fees, documentary transfer taxes and any and all other charges, fees and taxes levied relative to the conveyance of the Property through the Escrow.

(b) BUYER shall be entitled to exclusive possession of the Property immediately upon the Close of Escrow and compliance with Section 8.

(c) BUYER shall accept the delivery of possession of the Property (including but not limited to, subterranean structures and soil conditions), in the proposed condition, but otherwise "As Is," "Where is," and "Subject to all Faults" condition. BUYER hereby acknowledges that it has relied solely upon its own investigation of the Property and its own review of such information and documentation as it deems appropriate. BUYER is not relying on any statement or representation by SELLER, any employee, official or consultant of SELLER relating to the condition of the Property. SELLER makes no representations or warranties as to whether the Property presently complies with environmental laws nor whether it will comply after completion of the activities by the BUYER. Furthermore, to the extent that SELLER has provided BUYER with information relating to the condition of the Property, SELLER makes no representation or warranty with respect to the accuracy, completeness or methodology or content of such reports or information.

(d) BUYER, on behalf of itself and its successors, waives and releases SELLER and its successors and assigns from any and all costs or expenses whatsoever (including, without limitation, attorneys' fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, arising from or relating to any conditions relating to the Property which exist as of the date of the Close of Escrow.

(e) BUYER expressly waives any rights or benefits available to it with respect to the foregoing release under any provision of applicable law which generally provides that a general release does not extend to claims which the creditor does know or suspect to exist in his or her favor at the time the release is agreed to, which, if known to such creditor, would materially affect a settlement. By execution of this Agreement, BUYER acknowledges that it fully understands the foregoing, and with this understanding, nonetheless elects to and does assume all risk for claims known or unknown, described in this Section 9 without limiting the generality of the foregoing.

The undersigned acknowledges that it has been advised by legal counsel and is familiar with the provisions of California Civil Code Section 1542, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY, AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

The undersigned, being aware of this Code section, hereby expressly waives any rights it may have thereunder, as well as under any other statutes or Common law principles of similar effect.

Initials of BUYER: \_\_\_\_\_

(f) The provisions of this Section 6(b) shall survive the Close of Escrow, and shall be binding upon BUYER.

Section 10. Covenants, Representations and Warranties.

(a) SELLER hereby makes the following covenants, representations and warranties:

(1) Power and Authority. SELLER has the legal power, right and authority to enter into this Agreement and to execute the instruments and documents referenced herein, and to consummate the transaction contemplated hereby.

(2) Requisite Action. SELLER has taken all requisite action and obtained all requisite consents in connection with entering into this Agreement and the instruments and documents referenced herein and the consummation of the transactions contemplated hereby, and no consent of any other party is required.

(3) Enforceability of Agreement. The persons executing this Agreement and any instrument or document referenced herein have been duly authorized to so and this Agreement and any such instrument or document is valid and legally binding on SELLER and enforceable in accordance with their respective terms.

(4) No Litigation. There is no pending or, to the best of SELLER's knowledge, threatened claims, action, allegations or lawsuit of any kind, whether for personal injury, property damage, property taxes, or otherwise, that could affect the consummation of the purchase of the Property.

(5) No Violation. Neither the execution of this Agreement or the other instruments and documents referenced herein nor the performance by SELLER of its obligations hereunder and thereunder shall to the best of the SELLER's knowledge result in a breach or constitute a default under any agreement, document, instrument or other obligation to which SELLER is a party or by which SELLER may be bound or under law, statute, ordinance, rule, governmental regulation, state constitution, or any writ, injunction, order or decree of any court or governmental body applicable to SELLER.

(6) Operation and Condition Pending Closing. Between the date of this Agreement and the Close of Escrow hereunder, SELLER will continue to manage, operate and maintain the Property in the same manner as existed prior to the execution of this Agreement.

(7) Contracts. There are no contracts or agreements to which SELLER is a party relating to the operation, maintenance, development, improvement, ownership or use of the Property which will survive the Close of Escrow.

(8) Encumbrances. SELLER covenants not to further encumber and not to place any further liens or encumbrances on the Property, including, but not limited to, covenants, conditions, restrictions, easements, liens, options to purchase, rights of first offer options to lease, leases, tenancies, or other possessory interest. SELLER also covenants not to authorize any other person or entity to take any action that adversely affects the physical condition of the Property or its soils to any material extent. All representations and warranties contained in this Section 9(a) are true and correct on the date hereof and on the Closing Date and shall survive the Close of Escrow.

(b) BUYER hereby makes the following covenants, representations and warranties and acknowledges that the execution of this Agreement by SELLER has been made in material reliance by SELLER on such covenants, representations and warranties.

(1) Power and Authority. BUYER has the legal right, power and authority to enter into this Agreement and the instruments and documents referenced herein and to consummate the transactions contemplated hereby. The persons executing this Agreement and such other instruments as may be referenced herein on behalf of BUYER hereby represent and warrant that such persons have the power, right and authority to bind BUYER.

(2) Requisite Action. BUYER has taken all requisite action and obtained all requisite consents in connection with entering into this Agreement and the instruments and documents referenced

herein and the consummation of the transactions contemplated hereby, and no consent of any other party is required.

(3) Enforceability of Agreement. This Agreement is, and all instruments and documents to be executed by BUYER pursuant to this Agreement shall be, duly executed by and are or shall be valid and legally binding upon BUYER and upon its successors, administrators and assigns and enforceable in accordance with their respective terms.

(4) No Violation. Neither the execution of this Agreement nor the consummation of the transaction contemplated hereby shall result in a breach of or constitute a default under any other agreement, document, instrument or other obligation to which BUYER is a party or by which BUYER may be bound, or under law, statute, ordinance, rule, governmental regulation, state Constitution, or any writ, injunction, order or decree of any court or governmental body applicable to BUYER.

All representations and warranties contained in this Section 10(b) are true and correct on the date hereof and on the Closing Date and shall survive the Close of Escrow.

Section 11. Default/Liquidated Damages.

In the event BUYER fails to complete the purchase of the Property for any reason other than default by SELLER, then the SELLER shall have no right to seek specific performance or damages including, but not limited to incidental, consequential and punitive damages. If this transaction should fail to close as provided herein as a result of BUYER's default, this Agreement shall terminate upon written notice to BUYER, and upon such written notice of termination, all obligations of BUYER and SELLER shall terminate.

Section 13. Conflict of Interest.

No member, official or employee of either party having any conflict of interest, direct or indirect, related to this Agreement and the use and development of the Property shall participate in any decision relating to the Agreement. The parties represent and warrant that they do not have knowledge of any such conflict of interest.

Section 14. Nonliability of Officials and Employees.

No officer, official or employee of either party shall be personally liable to the other, or any successor in interest of such other party, in the event of any default or breach or for any amount which may become due hereunder, or on any obligations under the terms of this Agreement.

Section 15. Indemnification.

BUYER agrees to indemnify, defend (with counsel reasonably approved by SELLER) and hold SELLER and its officers, employees, volunteers and agents harmless from and against any and all claims, actions, losses, and/or liability and for any damages, judgments, costs, expenses, attorney's fees and/or liability arising out of this Agreement that arise as the result of BUYER's investigations of the Property. SELLER shall give BUYER written notice of the occurrence of a claim, litigation or other matters for which SELLER seeks indemnity under this Section as promptly as practicable following SELLER's knowledge of the occurrence of such matter and SELLER shall reasonably cooperate with BUYER in the defense of any such claim or matter and shall not take any action that would adversely affect BUYER's defense of such matter.

Section 16. Former County Officials.

BUYER agrees to provide or has already provided information on former County administrative officials (as defined below) who are employed by or represent BUYER. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of BUYER. For purposes of this provision, "County Administrative Official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant

department or group head, or any employee in the Exempt Group, management Unit or Safety Management Unit. (See Exhibit "C", List of Former County Officials).

Section 17. Improper Consideration.

BUYER shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Agreement.

The SELLER, by written notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the SELLER with respect to this Agreement or any solicitation for consideration was not reported. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement has been executed and becomes effective.

BUYER shall immediately report any attempt by an officer, employee or agent of County to solicit (either directly or through an intermediary) improper consideration from BUYER. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

Section 18. Miscellaneous.

(a) The effective date of this Agreement will be the date on which this Agreement is approved by the Board of Supervisors of the SELLER.

(b) This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and together shall constitute one and the same agreement, with one counterpart being delivered to each party hereto.

(c) All periods of time referred to in this Agreement shall include all Saturdays, Sundays and state or national holidays, provided that if the date or last date to perform any act or give any notice with respect to this Agreement shall fall on a Saturday, Sunday or state or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or state or national holiday.

(d) The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions hereof unenforceable, invalid or illegal.

(e) This Agreement and the exhibits attached hereto constitute the entire understanding and Agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto with respect to the collective Property and supersedes any prior agreement and understanding about the subject matter hereof.

(f) The headings to the paragraphs of this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not in any way affect its interpretation. Whenever used herein, the term "including" shall be deemed to be followed by the words "without limitation."

(g) As this Agreement was jointly prepared by both parties, the language in all parts of this agreement shall be construed, in all cases, according to its fair meaning, and not for or against either party hereto.

(h) This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to conflicts of law principles.

(i) Each party shall execute and deliver such other reasonable documents requested by the other party or by Escrow Holder to consummate the transactions described herein.

Section 19. Notices.

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party, or to any other person shall be in writing and either served personally or sent by prepaid, first-class mail. Any such notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated two (2) working days from the time of mailing if mailed as provided in this section.

SELLER's Address: County of San Bernardino  
C/O Director  
Real Estate Services Department  
385 N. Arrowhead Avenue, 3<sup>rd</sup> Floor  
San Bernardino, CA 92415

BUYER's Address: City of Colton  
C/O City Manager  
659 N. La Cadena Drive  
Colton, CA 92324

Section 20. Implementation.

(a) SELLER shall implement this Agreement through the Real Estate Services Department Director or his designee. The Director or his designee is hereby authorized by SELLER to enter into agreements referenced in this Agreement or reasonably required to implement this Agreement on behalf of SELLER, issue approvals, interpretations or waivers and enter into amendments to this Agreement on behalf of SELLER, to the extent that any such action(s) does/do not materially or substantially increase the monetary obligations of SELLER by more than Fifty Thousand Dollars (\$50,000) in the aggregate. All other actions shall require the consideration and approval of the County Board of Supervisors, unless expressly provided otherwise by action of the County Board of Supervisors. Nothing in this Section 21(a) shall restrict the submission to the County Board of Supervisors of any matter within the Director's authority under this Section 21(a), in the Director's sole and absolute discretion, to obtain the County Board of Supervisors' authorization on such matter. The specific intent of this Section 21(a) is to authorize certain actions on behalf of SELLER by the Director or his designee, but not to require that such actions be taken by the Director, without consideration by the County Board of Supervisors.

(b) BUYER shall implement this Agreement through the City Manager or his designee. The City Manager is hereby authorized by BUYER to enter into agreements referenced in this Agreement or reasonably required to implement this Agreement on behalf of BUYER, issue approvals, interpretations or waivers and enter into amendments to this Agreement on behalf of BUYER, to the extent that any such action(s) does/do not materially or substantially change the Project or increase the monetary obligations of BUYER by more than Fifty Thousand Dollars (\$50,000) in the aggregate. All other actions shall require the consideration and approval of the City Council, unless expressly provided otherwise by action of the City Council. Nothing in this Section 21(b) shall restrict the submission to the City Council of any matter within the City Manager's authority under this Section 21(b), in the City Manager's sole and absolute discretion, to obtain the City Council's authorization on such matter. The specific intent of this Section 21(b) is to authorize certain actions on behalf of BUYER by the City Manager, but not to require that such actions be taken by the City Manager, without consideration by the City Council.



## EXHIBIT "A"

Valley Blvd @ Pepper Avenue

### **PARCEL "A"** (East side – "old" Valley Boulevard)

#### **Those portions of Valley Boulevard described as follows:**

That portion of Lot 215, Map of the Town of Rialto, as per plat recorded in Book 4 of Maps, page 11, records of the County of San Bernardino, State of California, described in deed to the State of California, recorded February 5, 1935, in Book 1038, page 48 of Official Records of San Bernardino County, said parcel described in said deed as follows:

(Restated as recorded)

*That portion of Farm Lot 215 of the TOWN OF RIALTO and Adjoining Subdivisions, as per map recorded in Book 4 of Maps, at Page 11, Records of San Bernardino County, State of California, described as follows:*

*Beginning at a point in the west line of said Farm Lot 215, distant thereon S. 0°10'10" E., 70.61 feet, from the northwest corner of said Farm Lot 215; thence S. 77°10'10" E., 1004.14 feet; thence along a curve to the left, with a radius of 4950 feet, through an angle of 3°18'50", a distance of 286.30 feet, to a point in the east line of said Farm Lot 215, distant thereon S. 0°03'50" W., 353.59 feet, from the northeast corner of said Farm Lot 215; thence S. 0°03'50" W., 101.35 feet, along said east line thence from a tangent bearing N. 80°40'10" W., along a curve to the right, with a radius of 5050 feet, through an angle of 3°30'10", a distance of 308.73 feet thence N. 77°10'10" W., 972.85 feet; thence along a curve to the left, with a radius of 6950 feet, through an angle of 0°04'03", a distance of 8.19 feet, to a point in said west line of Farm Lot 215; distant thereon S. 0°10'10" E., 173.25 feet, from said northwest corner of Farm Lot 215; thence N. 0°10'10" W., 102.64 feet, along said west line, to the point of beginning; containing 2.96 acres, more or less.*

*RECITAL: For the purpose of this description, the west, north and east lines of said Farm Lot 215 shall be considered as the east, south and west right of way lines of the adjoining streets.*

(End of deed Book 1038, Page 48, Official Records)

**TOGETHER** with that portion of Valley Boulevard described in deed to the State of California, recorded August 2, 1937, as Book 1220, page 207, of Official Records of San Bernardino County, said parcel described in said deed as follows:

(Restated as recorded)

*That portion of Farm Lot 215 of the TOWN OF RIALTO AND ADJOINING SUBDIVISIONS, as per map filed in Book 4 of Maps, at Page 11, Records of San Bernardino County, State of California, lying between the northeasterly line of the State Highway, as conveyed to the State of California by deed recorded in Book 1038 of Official Records, at Page 48, Records of said County, and a line 50 feet*

Page 1 of 4

*northeasterly therefrom radially or at right angles and concentric or parallel therewith containing 1.46 acres, more or less.*

*ALSO, that portion of Farm Lot 215 of the TOWN OF RIALTO AND ADJOINING SUBDIVISIONS, as per map filed in Book 4 of Maps, at page 11, Records of San Bernardino County, State of California, lying between the southwesterly line of the State Highway, as conveyed to the State of California by deed recorded in Book 1038 of Official Records, at Page 48, Records of said County, and a line 50 feet southwesterly therefrom radially or at right angles and concentric or parallel therewith; containing 1.48 acres, more or less.*

(End of deed Book 1220, Page 207 Official Records)

**Excepting therefrom the following described portions:**

**EXCEPT** that portion of Valley Boulevard described in Vacation by Resolution of the Board of Supervisors, recorded November 8, 1961, in Book 5581, page 295, of Official Records, said parcel described in said deed as follows:

(Restated as recorded)

*Beginning at the intersection of the center line of Pepper Avenue with the center line of Colton Avenue, as said intersection is shown on the Map of The Town of Rialto and Adjoining Subdivisions as per map recorded in Book 4, Page 11 of Maps in the office of the Recorder of said County;*

*Thence North 89°31'45" East a distance of 30 feet to an intersection with the Northerly prolongation of the East line of said Pepper Avenue;*

*Thence South 0°27'59" East along said prolongation and East line a distance of 49.45 feet to a point on the North line of said Valley Boulevard;*

*Thence South 77°26'05" East a distance of 3.08 feet, along the North line of said Valley Boulevard, to the true point of beginning, said point also being a distance of 33 feet, measured at right angles from the center line of said Pepper Avenue;*

*Thence continuing South 77°26'05" East a distance of 1012.37 feet, along the North line of said Valley Boulevard, to the beginning of a tangent curve, concave to the Northeast, having a radius of 4900 feet;*

*Thence Southeasterly along said curve, being also along the North line of said Valley Boulevard, a distance of 267.09 feet through an angle of 3°07'23" to the end of said curve, a radial line through said end bearing South 9°26'32" West, said end of curve also being a distance of 33 feet, measured at right angles from the center line of Meridian Avenue, said end of curve also bears South 89°31'45" West a distance of 33.01 feet and South 0°38'50" West a distance of 331.65 feet from the intersection of the center line of aforesaid Colton Avenue with the center line of said Meridian Avenue;*

*Thence South 0°38'50" West a distance of 22.18 feet to the beginning of a tangent curve concave to the Northwest having a radius of 20 feet;*

Page 2 of 4

*Thence Southerly along said curve a distance of 34.55 feet through an angle of 98°59'07";*

*Thence Westerly a distance of 253.12 feet through an angle of 2°55'58" along a compound curve concave to the Northeast having a radius of 4945 feet;*

*Thence tangent to said curve North 77°26'05" West a distance of 986.05 feet to the beginning of a tangent curve, concave to the Northeast having a radius of 20 feet;*

*Thence Northerly along said curve a distance of 26.87 feet through an angle of 76°58'06", which curve is also tangent to a line that is parallel with, and measured at right angles, is 33 feet East of the center line of aforesaid Pepper Avenue;*

*Thence North 0°27'59" West along said parallel line a distance of 30.29 feet to the point of beginning.*

*"Reserving and excepting from the abandonment the existing rights of way of any and all public utilities, and the easement and right at any time or from time to time, pursuant to any existing franchise or renewals thereof, to construct, maintain, operate, replace, remove, renew and enlarge lines of pipe, conduits, cables, wires, poles, and any other fixtures for the operation of lines for the distribution of water, fuel or power"*

(End of Resolution Book 5581, page 295 Official Records)

**ALSO EXCEPTING** that portion of Valley Boulevard lying northeasterly of a line that is parallel and concentric with and 66.00 feet southwesterly of the centerline of Valley Boulevard realignment as described in Exhibit "B" of deed to the County of San Bernardino recorded October 22, 1997, as Document No. 19970386485, Official Records of San Bernardino County and its southeasterly extension being tangent to the last curve of said Valley Boulevard realignment. Said tangent line having a bearing of South 77°25'20" East and being extended to an intersection with the northerly right of way of Interstate Route 10 as shown on State of California Right of Way Map Number 984581, dated November 16, 1969. Said map also filed in the San Bernardino County Surveyor's Office as County Surveyor's (C.S.) map number 7669-1. Said centerline described in said deed as follows:

(Restated as recorded)

*COMMENCING at a point in the centerline of Valley Boulevard, said point being the terminus of a 7000.00 foot radius curve, concave to the Southwest, as shown on California State Highway Map approved July 19, 1937, and being on file in the office of the County Surveyor of the County of San Bernardino, designated as County Surveyor Plat No. 3157, a radial line through said point bears North 12°34'40" East; thence Northwesterly along the centerline of Valley Boulevard, said centerline being a curve concave Southwesterly and having a radius of 6655.27 feet, through a central angle of 00°26'10", an arc distance of 50.66 feet (50.36 feet per Book 6747, page 325) to an intersection with the centerline of Pepper Ave. (60.00 feet wide) as shown on Map of The Town of Rialto and Adjoining Subdivisions as per Map recorded in Book 4 of Maps, page 11, records of said County; thence continuing along said centerline curve through a central*

Page 3 of 4

angle of 7°38'36", an arc distance of 887.82 feet to the TRUE POINT OF BEGINNING, said point being a point of cusp and the beginning of a curve concave Northwesterly and having a radius of 850.00 feet, a radial line through said point bears South 4°29'54" West; thence Northeasterly along said curve through a central angle of 28°06'49", an arc distance of 417.07 feet to the point of a reverse curve concave Southerly and having a radius of 850.00 feet; thence Northeasterly, Easterly, and Southeasterly along said curve through a central angle of 67°53'19", an arc distance of 1007.15 feet to the point of a reverse curve concave Northeasterly and having a radius of 850.00 feet; thence Southeasterly along said curve through a central angle of 31°41'44", an arc distance of 470.21 to the POINT OF TERMINUS, said point being a point of tangency with said centerline of Valley Boulevard, said point bears South 77°25'20" East, a distance of 842.22 feet, as measured along said centerline of Valley Boulevard, from the POINT OF COMMENCEMENT.

(End of Centerline of Valley Boulevard Realignment per Document No. 19970386485, Official Records)

ALSO EXCEPTING that portion lying within the right of way of Interstate Route 10 as shown on State of California Right of Way Map Number 984581, dated November 16, 1969. Said map also filed in the Surveyor's Office of the County of San Bernardino as County Surveyor's (C.S.) map number 7669-1.

(End Exhibit "C")

|                   |
|-------------------|
| Job No.<br>H13003 |
| Prepared by:      |
| L.S.              |

This legal description was prepared by me or under my direction.

By: Travis G. Kottwitz  
Travis G. Kottwitz, Professional Land Surveyor  
Date: 10/06/10, P.L.S. #7617



**EXHIBIT "B"**  
**DEED**

RECORDING REQUESTED BY:  
County of San Bernardino  
Real Estate Services Department  
385 N. Arrowhead Ave., 3<sup>rd</sup> Floor  
San Bernardino, CA 92415-0832

WHEN RECORDED MAIL TO:  
Same as above

RECORDER: EXEMPT  
Recordation required to complete the chain  
of title and record without fee per Govt. Code  
6103.

|                                       |                   |                   |
|---------------------------------------|-------------------|-------------------|
| CITY OF COLTON<br>A.P.N.: 0254-191-11 | <b>GRANT DEED</b> | Dept. Code: 11700 |
|---------------------------------------|-------------------|-------------------|

DOCUMENTARY TRANSFER TAX \$ 0.00  
 Computed on full value of property conveyed or  
 Computed on full value less lien and encumbrance  
remaining at the time of sale.

COUNTY OF SAN BERNARDINO, a body corporate and politic ("Grantor")

for a valuable consideration receipt of which is hereby acknowledged, hereby GRANTS to the

CITY OF COLTON, a municipal corporation ("Grantee")

the real property in the City of Colton, County of San Bernardino, California, described as follows;

SEES EXHIBIT "A" LEGAL DESCRIPTION AND  
EXHIBIT "B" PLAT MAP  
ATTACHED HERETO AND MADE A PART HEREOF

County of San Bernardino

\_\_\_\_\_  
James Ramos, Chairman  
Board of Supervisors

\_\_\_\_\_  
Date

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE

|                |                |              |
|----------------|----------------|--------------|
| Not Applicable |                |              |
| Name           | Street Address | City & State |

EXHIBIT "A"  
LEGAL DESCRIPTION  
DEED

Valley Blvd @ Pepper Avenue

**PARCEL "A"** (East side – "old" Valley Boulevard)

**Those portions of Valley Boulevard described as follows:**

That portion of Lot 215, Map of the Town of Rialto, as per plat recorded in Book 4 of Maps, page 11, records of the County of San Bernardino, State of California, described in deed to the State of California, recorded February 5, 1935, in Book 1038, page 48 of Official Records of San Bernardino County, said parcel described in said deed as follows:

(Restated as recorded)

*That portion of Farm Lot 215 of the TOWN OF RIALTO and Adjoining Subdivisions, as per map recorded in Book 4 of Maps, at Page 11, Records of San Bernardino County, State of California, described as follows:*

*Beginning at a point in the west line of said Farm Lot 215, distant thereon S. 0°10'10" E., 70.61 feet, from the northwest corner of said Farm Lot 215; thence S. 77°10'10" E., 1004.14 feet; thence along a curve to the left, with a radius of 4950 feet, through an angle of 3°18'50", a distance of 286.30 feet, to a point in the east line of said Farm Lot 215, distant thereon S. 0°03'50" W., 353.59 feet, from the northeast corner of said Farm Lot 215; thence S. 0°03'50" W., 101.35 feet, along said east line thence from a tangent bearing N. 80°40'10" W., along a curve to the right, with a radius of 5050 feet, through an angle of 3°30'10", a distance of 308.73 feet thence N. 77°10'10" W., 972.85 feet; thence along a curve to the left, with a radius of 6950 feet, through an angle of 0°04'03", a distance of 8.19 feet, to a point in said west line of Farm Lot 215; distant thereon S. 0°10'10" E., 173.25 feet, from said northwest corner of Farm Lot 215; thence N. 0°10'10" W., 102.64 feet, along said west line, to the point of beginning; containing 2.96 acres, more or less.*

*RECITAL: For the purpose of this description, the west, north and east lines of said Farm Lot 215 shall be considered as the east, south and west right of way lines of the adjoining streets.*

(End of deed Book 1038, Page 48, Official Records)

**TOGETHER** with that portion of Valley Boulevard described in deed to the State of California, recorded August 2, 1937, as Book 1220, page 207, of Official Records of San Bernardino County, said parcel described in said deed as follows:

(Restated as recorded)

*That portion of Farm Lot 215 of the TOWN OF RIALTO AND ADJOINING SUBDIVISIONS, as per map filed in Book 4 of Maps, at Page 11, Records of San Bernardino County, State of California, lying between the northeasterly line of the State Highway, as conveyed to the State of California by deed recorded in Book 1038 of Official Records, at Page 48, Records of said County, and a line 50 feet*

Page 1 of 4

*northeasterly therefrom radially or at right angles and concentric or parallel therewith containing 1.46 acres, more or less.*

*ALSO, that portion of Farm Lot 215 of the TOWN OF RIALTO AND ADJOINING SUBDIVISIONS, as per map filed in Book 4 of Maps, at page 11, Records of San Bernardino County, State of California, lying between the southwesterly line of the State Highway, as conveyed to the State of California by deed recorded in Book 1038 of Official Records, at Page 48, Records of said County, and a line 50 feet southwesterly therefrom radially or at right angles and concentric or parallel therewith; containing 1.48 acres, more or less.*

(End of deed Book 1220, Page 207 Official Records)

**Excepting therefrom the following described portions:**

**EXCEPT** that portion of Valley Boulevard described in Vacation by Resolution of the Board of Supervisors, recorded November 8, 1961, in Book 5581, page 295, of Official Records, said parcel described in said deed as follows:

(Restated as recorded)

*Beginning at the intersection of the center line of Pepper Avenue with the center line of Colton Avenue, as said intersection is shown on the Map of The Town of Rialto and Adjoining Subdivisions as per map recorded in Book 4, Page 11 of Maps in the office of the Recorder of said County;*

*Thence North 89°31'45" East a distance of 30 feet to an intersection with the Northerly prolongation of the East line of said Pepper Avenue;*

*Thence South 0°27'59" East along said prolongation and East line a distance of 49.45 feet to a point on the North line of said Valley Boulevard;*

*Thence South 77°26'05" East a distance of 3.08 feet, along the North line of said Valley Boulevard, to the true point of beginning, said point also being a distance of 33 feet, measured at right angles from the center line of said Pepper Avenue;*

*Thence continuing South 77°26'05" East a distance of 1012.37 feet, along the North line of said Valley Boulevard, to the beginning of a tangent curve, concave to the Northeast, having a radius of 4900 feet;*

*Thence Southeasterly along said curve, being also along the North line of said Valley Boulevard, a distance of 267.09 feet through an angle of 3°07'23" to the end of said curve, a radial line through said end bearing South 9°26'32" West, said end of curve also being a distance of 33 feet, measured at right angles from the center line of Meridian Avenue, said end of curve also bears South 89°31'45" West a distance of 33.01 feet and South 0°38'50" West a distance of 331.65 feet from the intersection of the center line of aforesaid Colton Avenue with the center line of said Meridian Avenue;*

*Thence South 0°38'50" West a distance of 22.18 feet to the beginning of a tangent curve concave to the Northwest having a radius of 20 feet;*

Page 2 of 4

*Thence Southerly along said curve a distance of 34.55 feet through an angle of 98°59'07";*

*Thence Westerly a distance of 253.12 feet through an angle of 2°55'58" along a compound curve concave to the Northeast having a radius of 4945 feet;*

*Thence tangent to said curve North 77°26'05" West a distance of 986.05 feet to the beginning of a tangent curve, concave to the Northeast having a radius of 20 feet;*

*Thence Northerly along said curve a distance of 26.87 feet through an angle of 76°58'06", which curve is also tangent to a line that is parallel with, and measured at right angles, is 33 feet East of the center line of aforesaid Pepper Avenue;*

*Thence North 0°27'59" West along said parallel line a distance of 30.29 feet to the point of beginning.*

*"Reserving and excepting from the abandonment the existing rights of way of any and all public utilities, and the easement and right at any time or from time to time, pursuant to any existing franchise or renewals thereof, to construct, maintain, operate, replace, remove, renew and enlarge lines of pipe, conduits, cables, wires, poles, and any other fixtures for the operation of lines for the distribution of water, fuel or power"*

(End of Resolution Book 5581, page 295 Official Records)

**ALSO EXCEPTING** that portion of Valley Boulevard lying northeasterly of a line that is parallel and concentric with and 66.00 feet southwesterly of the centerline of Valley Boulevard realignment as described in Exhibit "B" of deed to the County of San Bernardino recorded October 22, 1997, as Document No. 19970386485, Official Records of San Bernardino County and its southeasterly extension being tangent to the last curve of said Valley Boulevard realignment. Said tangent line having a bearing of South 77°25'20" East and being extended to an intersection with the northerly right of way of Interstate Route 10 as shown on State of California Right of Way Map Number 984581, dated November 16, 1969. Said map also filed in the San Bernardino County Surveyor's Office as County Surveyor's (C.S.) map number 7669-1. Said centerline described in said deed as follows:

(Restated as recorded)

*COMMENCING at a point in the centerline of Valley Boulevard, said point being the terminus of a 7000.00 foot radius curve, concave to the Southwest, as shown on California State Highway Map approved July 19, 1937, and being on file in the office of the County Surveyor of the County of San Bernardino, designated as County Surveyor Plat No. 3157, a radial line through said point bears North 12°34'40" East; thence Northwesterly along the centerline of Valley Boulevard, said centerline being a curve concave Southwesterly and having a radius of 6655.27 feet, through a central angle of 00°26'10", an arc distance of 50.66 feet (50.36 feet per Book 6747, page 325) to an intersection with the centerline of Pepper Ave. (60.00 feet wide) as shown on Map of The Town of Rialto and Adjoining Subdivisions as per Map recorded in Book 4 of Maps, page 11, records of said County; thence continuing along said centerline curve through a central*

Page 3 of 4

angle of 7°38'36", an arc distance of 887.82 feet to the TRUE POINT OF BEGINNING, said point being a point of cusp and the beginning of a curve concave Northwesterly and having a radius of 850.00 feet, a radial line through said point bears South 4°29'54" West; thence Northeasterly along said curve through a central angle of 28°06'49", an arc distance of 417.07 feet to the point of a reverse curve concave Southerly and having a radius of 850.00 feet; thence Northeasterly, Easterly, and Southeasterly along said curve through a central angle of 67°53'19", an arc distance of 1007.15 feet to the point of a reverse curve concave Northeasterly and having a radius of 850.00 feet; thence Southeasterly along said curve through a central angle of 31°41'44", an arc distance of 470.21 to the POINT OF TERMINUS, said point being a point of tangency with said centerline of Valley Boulevard, said point bears South 77°25'20" East, a distance of 842.22 feet, as measured along said centerline of Valley Boulevard, from the POINT OF COMMENCEMENT.

(End of Centerline of Valley Boulevard Realignment per Document No. 19970386485, Official Records)

ALSO EXCEPTING that portion lying within the right of way of Interstate Route 10 as shown on State of California Right of Way Map Number 984581, dated November 16, 1969. Said map also filed in the Surveyor's Office of the County of San Bernardino as County Surveyor's (C.S.) map number 7669-1.

(End Exhibit "C")

|                   |
|-------------------|
| Job No.<br>H13003 |
| Prepared by:      |
| L.S.              |

This legal description was prepared by me or under my direction.

By: Travis G. Kottwitz  
Travis G. Kottwitz, Professional Land Surveyor  
Date: 10/06/10, P.L.S. #7617

