



**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, AUGUST 2, 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 REAL PROPERTY NEGOTIATORS  
Pursuant to Government Code Section 54956.8,  
Assessor Parcel Numbers: 0163-086-14; 0163-086-13; 0163-086-06 thru 12; 0163-086-02 thru 04;  
0163-086-15; 0163-087-01, 02, 04;  
Negotiating Parties: Bill Smith, Mark Tomich, David Kolk, Arthur Morgan, and Carlos Campos;  
Under Negotiation: Price and Terms of Purchase

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

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**RULES OF DECORUM**

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

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**OPEN SESSION**

**6:00 P.M.**

**OPEN SESSION CALLED TO ORDER**

**INVOCATION** Pastor John Roman – Radiant Church

**FLAG SALUTE** Louie Barrera & Steve Ferrance, American Legion Post 155

**ROLL CALL**

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

**MAYOR AND COUNCIL ITEMS**

**GIFT DISCLOSURES**

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

**AB 1234 ORAL REPORTS**

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

**APPOINTMENTS**

**CITY TREASURER’S REPORTS**

- Receive and File City Treasurer’s Report for May 2016.

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**PUBLIC COMMENT**

**Limit 5 Minutes**

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

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

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

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**CONSENT CALENDAR**

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

- (1) Minutes – Approval of Minutes for the City Council Regular Meeting Held July 19, 2016; Minutes for the Special Meeting held June 9, 2016; Minutes for the Special Meeting held June 1, 2016, on File in the Office of the City Clerk. **[City Clerk Padilla]**
- (2) Warrants – Approval of U.S. Bank vouchers dated 07/08/2016 and totaling \$30,809.64; voucher numbers 157130 to 157278 dated 07/14/2016 and totaling \$1,197,863.72; voucher numbers 157134 and 157279 to 157332 dated 07/21/2016 and totaling \$1,597,110.72; and a payroll disbursement listing for the period 07/02/2016 to 07/15/2016 and totaling \$849,108.23. **[Staff Person: S. Dabbs]**
- (3) Second Reading of Ordinance No. O-11-16 – Waive full reading and pass second reading of Ordinance No. O-11-16, an ordinance of the City Council of the City of Colton amending section 18.58.060 (conditional use permits) and section 18.06.060 (uses permitted in each zone) of Title 18 of the Colton Municipal Code [File Index No. DAP-001-325], **ORDINANCE NO. O-11-16.**
- (4) Second Reading of Ordinance No. O-12-16 – Waive full reading and pass second reading of Ordinance No. O-12-16, an ordinance of the City Council of the City of Colton amending Title 18, Chapter 18.06 (Permitted Uses), 18.23 (Mixed-use Downtown), and add new section 18.23.04 (General Commercial Downtown Overlay) and to change the zone to certain properties from C-2 (General Commercial) to M-U/D (Mixed Use Downtown) and C-2 (General Commercial) to C-2/D (General Commercial) zone to ensure consistency with adopted General Plan and state law (File Index No. DAP-001-307), **ORDINANCE NO. O-12-16.**

- (5) Second Reading of Ordinance No. O-13-16 – Waive full reading and pass second reading of Ordinance No. O-13-16, an ordinance of the City Council of the City of Colton amending Title 5, Chapter 5.02 of the Colton Municipal Code relating to Business License application contents – License Fee (Section 5.02.040) and License Renewal (Section 5.02.100), **ORDINANCE NO. O-13-16**.
- (6) Boulder Canyon (Hoover Dam) Project – Approve the Electric Service Contract No. 16-DSR-12643 with the United States Department of Energy, Western Area Power Administration (WAPA) and the Amended and Restated Implementation Agreement with the United States Department of the Interior, Bureau of Reclamation (USBR), along with any ancillary documents, for the purchase of energy and capacity from the Boulder Canyon Project (Project), commonly known as The Hoover Dam (Hoover), and authorize the Utility Services Director to execute the related documents. **[Staff Person: D. Kolk]**
- (7) Award of Contract to Preferred Power Solutions, Inc. – 1) Award a contract to Preferred Power Solutions, Inc. to engineer, install and test a new 2500KVA 13.8KV/480V replacement transformer and construction of oil containment system for the transformer at the Agua Mansa Power Plant in the amount not to exceed \$264,874; and 2) Authorize the City Manager to execute the contract documents. **[Staff Person: D. Kolk]**
- (8) Avoided Cost of Energy Rate Adjustment – Approve a Resolution to amend Schedule NEM, Net Energy Metering, of the Electric Rules and Rate Schedule in the City of Colton Customer Service Policy, to set the net energy metering compensation rate (Avoided Cost of Energy Mechanism) for FY 2016/2017 to \$0.070/kWh, and to authorize this rate be used to reimburse commercial and residential customers for over-generation from customer-owner solar facilities, **RESOLUTION NO. R-79-16. [Staff Person: D. Kolk]**
- (9) Professional Services Agreements for Participation in Energy Efficiency Programs - Approve the participation, in Professional Services Agreements, between Southern California Public Power Authority (SCPPA), ARCA Recycling Inc., Synergy Companies, Energy Federation Incorporated (EFI), Resource Action Programs, LLC, and Energy Services Group (ESG) to participate in Energy Efficiency programs for residential and commercial customers and authorize the City manager to execute letters of participation with SCPPA, **RESOLUTION NO. R-80-16. [Staff Person: D. Kolk]**
- (10) Early Childhood Education – Accept and Approve the Annual Program Self Evaluation (PSE) and the FY 16-17 Parent Handbooks. All are requirements from the California Department of Education (CDE) for both the State Preschool and School Age programs in the Early Care and Education (ECE) Division of the Community Services Department. **[Staff Person: D. Farrar]**

**PUBLIC HEARINGS**

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

(11) Sensitive Development Area-Overlay Zone - [Staff Person: M. Tomich]

TIME AND PLACE FIXED TO CONSIDER A PUBLIC HEARING TO (1) APPROVE AND ADOPT RESOLUTION NO R-81-16 APPROVING A GENERAL PLAN AMENDMENT TO CHANGE THE LAND USE DESIGNATIONS ON THE LAND USE PLAN FOR PROPERTIES LOCATED AT 1070 S. LA CADENA DRIVE FROM "LIGHT INDUSTRIAL" TO "GENERAL COMMERCIAL" & 271 EAST CONGRESS DRIVE FROM "LOW DENSITY RESIDENTIAL" TO "OPEN SPACE-RESOURCE". (FILE INDEX NO. DAP-001-277); (2) WAIVE FULL READING, READ BY TITLE ONLY AND INTRODUCE ORDINANCE NO. O-15-16 TO AMEND THE COLTON MUNICIPAL CODE TO AMEND CHAPTER 18.30 OF TITLE 18 (ZONING) OF THE COLTON MUNICIPAL CODE, PERTAINING TO THE SDA-O, SENSITIVE DEVELOPMENT AREA OVERLAY, ZONE, AND THE ZONING MAP TO APPLY THE SDA-O ZONE TO CERTAIN PROPERTIES AND REZONE THREE INDUSTRIALLY ZONED AREAS TO OTHER ZONES, AND ADOPT A NEGATIVE DECLARATION. (FILE INDEX FILE NO. DAP-001-277)

**CEQA COMPLIANCE**

ENVIRONMENTAL ASSESSMENT: Negative Declaration. A draft Initial Study has been prepared to assess environmental impacts for the proposed project. The draft Initial Study determined that the project would not create any significant adverse impacts on the environment and therefore a Negative Declaration was prepared for the project.

Mayor announces the Public Hearing open.

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

Staff Presentation.

Public Comment.

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

Consider: Approve and Adopt **RESOLUTION NO. R-81-16**

**MOTION** \_\_\_\_\_ **SECOND** \_\_\_\_\_

Consider: Waive Full Reading, Read by Title Only and Introduce **ORDINANCE NO. O-15-16**

**MOTION** \_\_\_\_\_ **SECOND** \_\_\_\_\_

(12) Basic Fee for Storm Water Services and Management User Fee - [Staff Person: D. Kolk]

TIME AND PLACE FIXED TO CONSIDER A PUBLIC HEARING TO APPROVE AND ADOPT RESOLUTION NO. R-82-16 APPROVING THE BASIC FEE FOR STORM WATER SERVICES AND THE STORM WATER

MANAGEMENT USER FEE FOR FISCAL YEAR 2016-17 AS PROVIDED FOR IN CHAPTER 14.01 OF THE COLTON MUNICIPAL CODE.

Mayor announces the Public Hearing open.

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

Staff Presentation.

Public Comment.

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

Consider: Approve and Adopt **RESOLUTION NO. R-82-16**

**MOTION** \_\_\_\_\_ **SECOND** \_\_\_\_\_

**BUSINESS ITEMS**

- (13) Ballot Measure for November 8, 2016 Municipal Election – Approve and Adopt the following resolutions: 1) Resolution No. R-74-16 – “A Resolution of the City Council of the City of Colton, California, Calling for the Placement of Special Tax Measure to be held at the November 8, 2016 General Municipal Election for the Submission to the Qualified Voters of a Proposed Ordinance Amending the City’s Transient Occupancy (Hotel) Tax by Increasing the Rate from 10% to 12.5%, Dedicating the Additional 2.5% of the Tax Rate Above 10% for Specific Purposes, and Addressing Online Travel Company and Other Third Party Bookings, and Making Various Conforming Changes”, 2) Resolution No. R-75-16 – “A Resolution of the City Council of the City of Colton, California, Requesting the Board of Supervisors of San Bernardino County to Consolidate a General Municipal Election to be held on November 8, 2016 with the Statewide General Election to be held on the same date pursuant to Section 10403 of the Elections Code”, 3) Resolution No. R-76-16 – “A Resolution of the City Council of the City of Colton, California, Providing for the Filing of Primary and Rebuttal Arguments and Setting Rules for the Filing of Written Arguments Regarding a City Measure to be Submitted at the November 8, 2016 General Municipal Election”, **RESOLUTION NOS. R-74-16, R-75-16, R-76-16 [Staff Person: City Attorney/S. Dabbs]**

**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, July 28, 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.

CITY OF COLTON TREASURER'S REPORT  
FOR MAY 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.



Aurelio De La Torre, Treasurer  
July 18, 2016

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

<b>MONTH</b>	<b>Yield</b>
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%
May-2016	0.55%

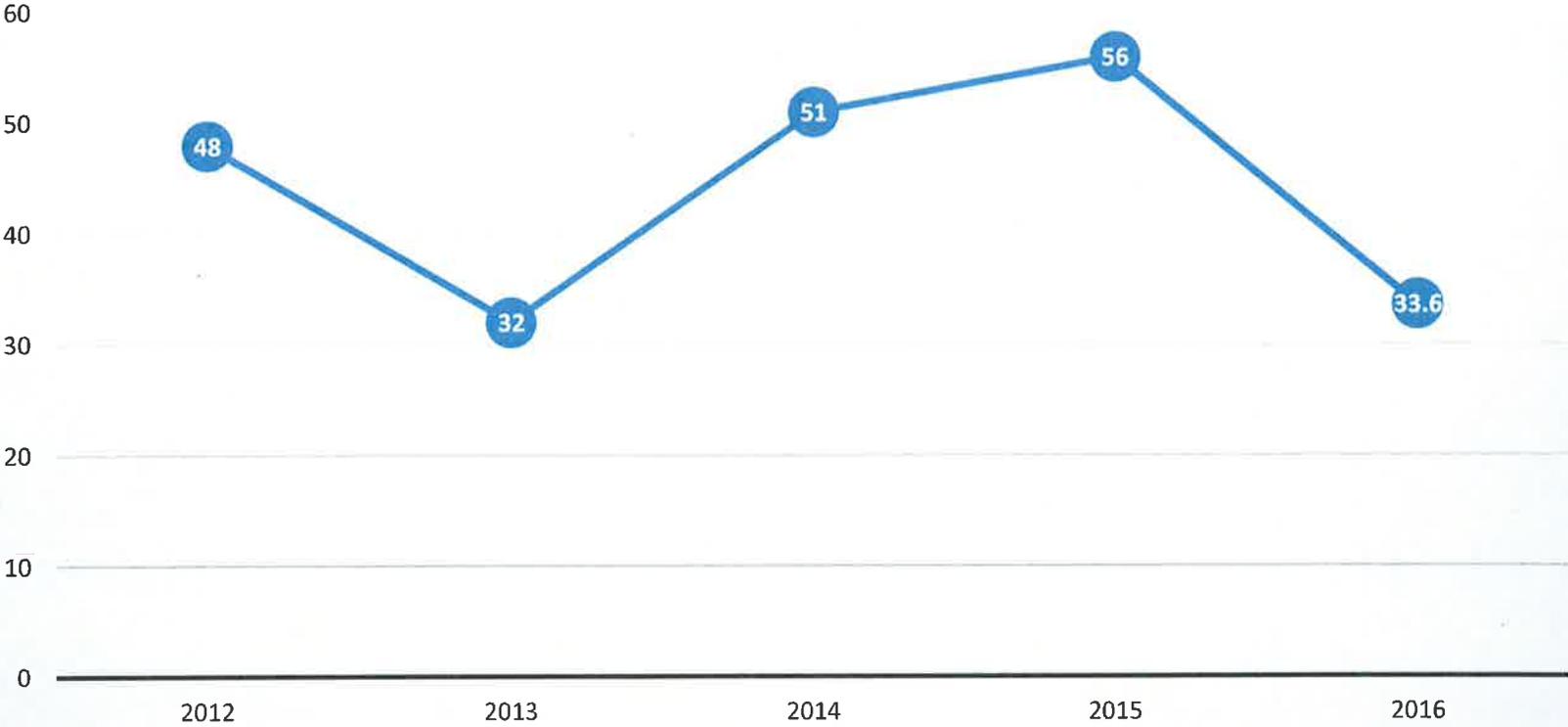
**City of Colton Treasurer's Report  
May 2016**

The Treasurer

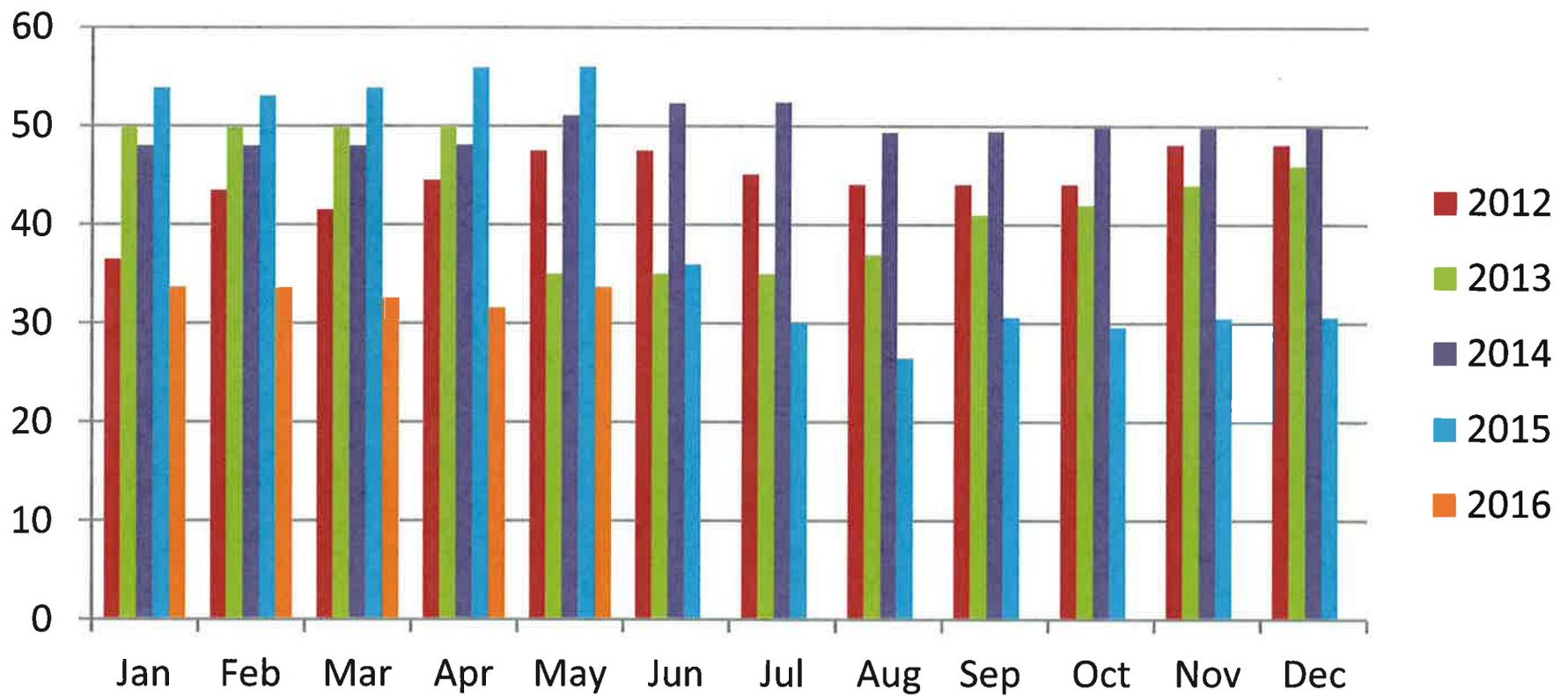
PAGE 1

INVESTMENT TYPE	ISSUER	DATE OF MATURITY	PAR AMOUNT	COST	FAIR MKT VALUE	YIELD
<b>STATE POOL</b>						
LAIF-General, other	State Pool	Daily	\$ 25,816,840	\$ 25,816,840	\$ 25,816,840	0.55%
<b>UNION BANK</b>						
General	Money Market	Daily	\$ 80,733	\$ 80,733	\$ 80,733	0.01%
General	FFCB	9/22/2017	\$ 509,000	\$ 502,290	\$ 502,290	1.12%
General	FFCB	12/21/2018	\$ 1,013,750	\$ 1,001,480	\$ 1,001,480	1.37%
General	FHMC	5/24/2019	\$ 2,021,600	\$ 1,995,720	\$ 1,995,720	1.08%
General	FDIC Insured CD's	6/13-19/2017	\$ 1,263,750	\$ 1,254,338	\$ 1,254,338	1.10%
			\$ 4,888,833	4,834,561	4,834,561	
<b>CITIZENS TRUST</b>						
General	Money Market	Daily	366,921	366,921	366,921	0.30%
General	FHLB,FFCB,FNMA,FHLM	8/25-17/2020	2,650,000	2,649,949	2,645,377	0.83-1.32%
			3,016,921	3,016,870	3,012,298	
<b>GENERAL TOTAL</b>			<u>33,722,594</u>	<u>33,668,271</u>	<u>33,663,699</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>	0.55%
<b>TOTAL INVESTMENTS BY TREASURER</b>			<u>\$ 71,616,506</u>	<u>\$ 71,562,183</u>	<u>\$ 71,557,611</u>	
<b>NON INVESTMENT ACCOUNTS</b>						
Bank of America	General acct	Daily	\$ 4,862,214	\$ 4,862,214	\$ 4,862,214	0.15%
Bank of America	Payroll acct	Daily	\$ 183,732	\$ 183,732	\$ 183,732	0.15%
Bank of America	Workers Comp	Daily	82,595	82,595	82,595	0.15%
Bank of America	Rancho Med	Daily	201,693	201,693	201,693	0.15%
Citibank	Hermosa Trust	Daily	378,052	378,052	378,052	0.05%
Citibank	Water-meter escrow	Daily	517,492	517,492	517,492	0.42%
			\$ 6,225,778	\$ 6,225,778	\$ 6,225,778	
<b>PETTY CASH FUNDS</b>			5,000	5,000	5,000	N/A
<b>TOTAL NON INVESTMENT ACCOUNTS</b>			<u>\$ 6,230,778</u>	<u>\$ 6,230,778</u>	<u>\$ 6,230,778</u>	

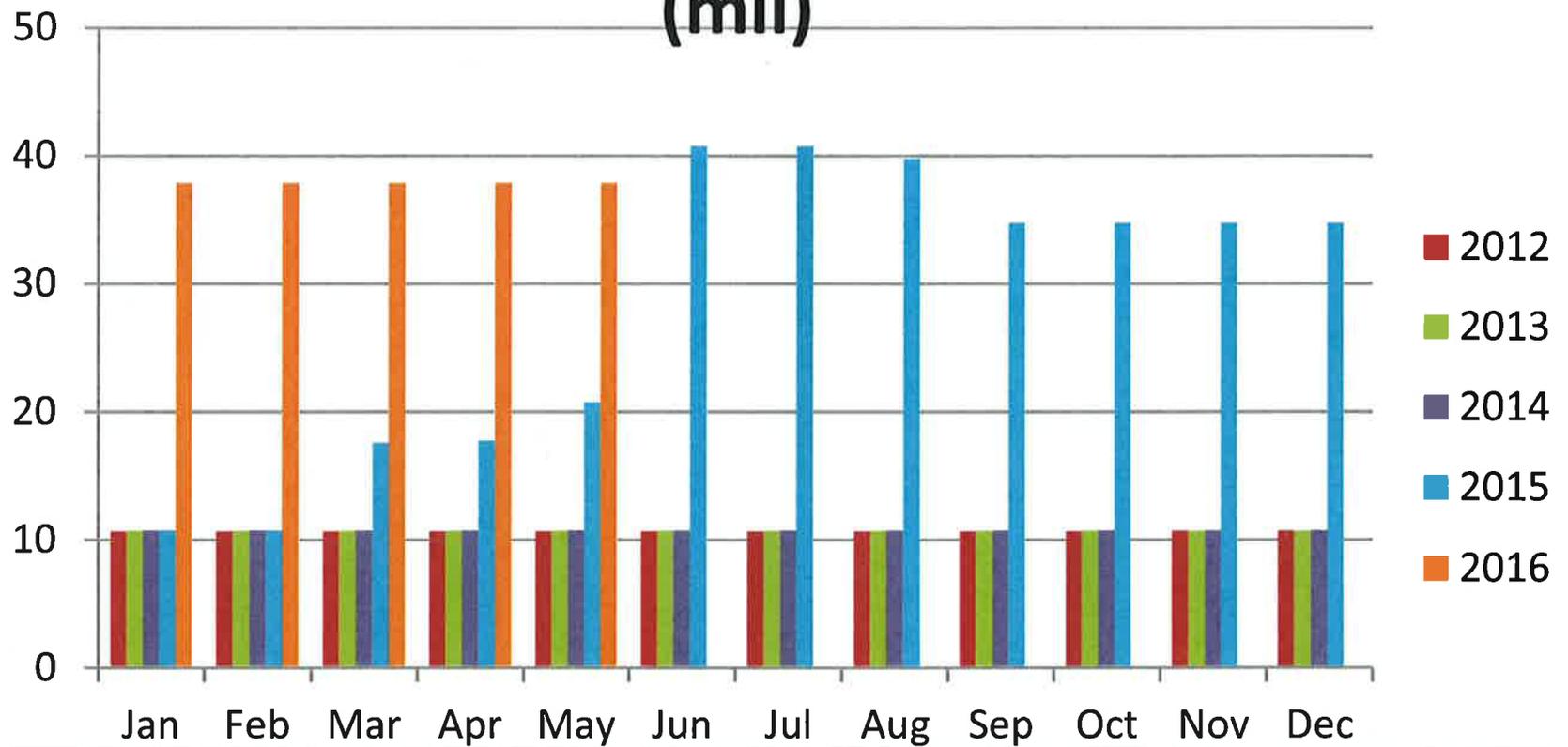
### May Comparison of Available General Cash (mil)



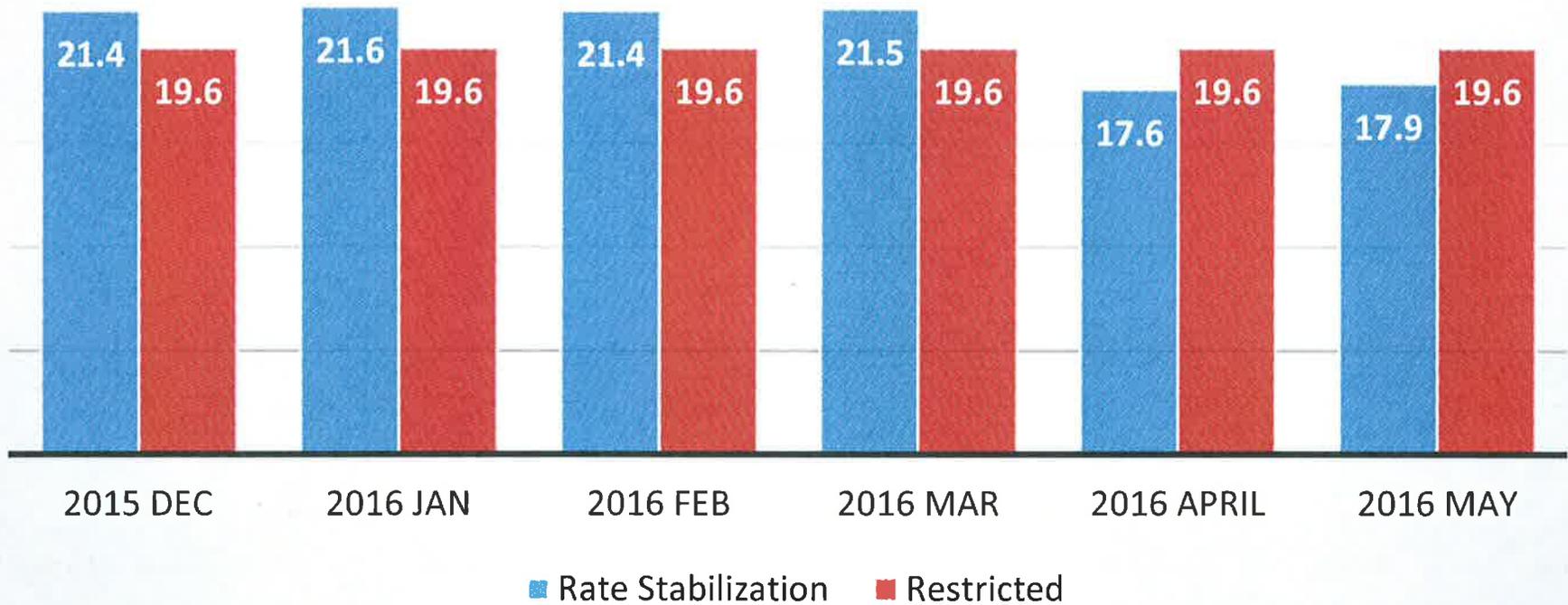
# City of Colton General Pooled Cash(mil)



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



## City of Colton Electric Cash (mil)



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

Investments under Bond Indentures

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TRUSTEE Bond Issue	ISSUER	DATE OF MATURITY	PAR AMOUNT	COST	FAIR MKT. 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	23,168	23,168	23,168	0.20%
2000 Wastewater B-R	GE GIC	3/1/2025	412,658	412,658	412,658	6.15%
2012 Electric Bonds-PP	Blackrock Prov.	Daily	488,122	488,122	488,122	0.04%
2012 Electric Bonds-R	FFCB	11/27/2017	2,765,042	2,770,000	2,763,934	0.87%
2012 Electric Bonds-R	Blackrock Prov.	Daily	12,800	12,800	12,800	0.04%
2007A Bonds-PP	Blackrock Prov.	Daily	273,003	273,003	273,003	0.20%
CFD 89-2	LAIF	Daily	275,331	275,331	275,331	0.55%
			<u>\$ 4,952,624</u>	<u>\$ 4,957,582</u>	<u>\$ 4,951,516</u>	

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

**Investments under Bond Indentures**

**PAGE 3**

INVESTMENT TYPE	ISSUER	DATE OF MATURITY	PAR AMOUNT	COST	FAIR MKT 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**

\$ 9,473,428    \$ 9,478,386    \$ 9,472,320

**TOTAL CITY CASH AND INVESTMENTS**

\$ 87,271,347

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

	<b>Fund Total</b>
100 GENERAL FUND	5,691,348.60
150 TREASURERS ACCOUNT GROUP	15,283.65
206 COMMUNITY CHILD CARE	124,486.29
210 SPECIAL GAS TAX	547,445.75
211 LIBRARY GRANT FUND	22,689.12
212 STATE TRAFFIC RELIEF FUND	49.45
214 POLLUTION REDUCTION FUND	406,592.40
215 COMMUNITY DEV ACT FUND	(142,503.52)
217 DRUG/GANG INTERVENTION	15,650.01
218 MEASURE I FUND	2,126,339.69
220 ViTep	85,055.27
225 MISC GRANTS	(304,718.94)
240 HOST CITY FEES - CIP	312,453.04
248 PARK DEVELOPMENT FUND	477,026.81
249 TRAFFIC IMPACT FUND	1,955,726.42
250 NEW FACILITIES DEVELOPMENT FEE	161,954.10
251 CIVIC CENTER DEVELOPMENT FEE	22,131.24
252 FIRE FACILITY DEVELOPMENT FEE	44,244.59
253 POLICE FACILITY DEVELOPMENT FEE	27,208.15
261 ASSET FORFEITURE	195,693.56
350 PFA Debt Fund	2,135,642.09
357 POB-Non Enterprise	128,257.05
358 PENSION OBLIGATION DEBT SERVICE	1,769,286.06
364 WATER IMPRVMT DIST A	17,575.14
450 Capital Improvement Projects	(447,140.48)
451 Colton Crossing Fund	2,064,891.72
520 ELECTRIC UTILITY	37,492,472.61
Restricted	19,634,522.00
Rate Stabilization	17,857,950.61
521 WATER UTILITY	7,134,597.62
522 WASTEWATER UTILITY	11,095,985.97
523 SOLID WASTE	168,959.61
526 PUBLIC BENEFIT FUND	2,492,978.01
560 CEMETARY ENDOWMENT CARE	1,103,029.09
605 Facility & Equipment Maintenance Fund	163,096.73
606 INFORMATION SERVICES FUND	1,289,713.02
607 INSURANCE FUND	2,704,511.06
608 AUTOMOTIVE SHOP	223,799.71
701 LLMD #2	38,411.67
702 LLMD #1	6,953.46
703 CFD 87-1 DEBT SERVICE	29,121.10
707 CFD 88-1 DEBT SERVICE	291,411.93
722 STORM WATER	295,212.24
734 CFD 89-2 CONSTRUCTION	0.98
744 CFD 89-1 DEBT SERVICE	542,574.93
745 CFD 89-2 DEBT SERVICE	755,811.66
762 TRUST AND AGENCY	1,484,873.50
781 CFD 90-1 DEBT SERVICE	544,924.62
850 Redevelopment Obligation Retirement Fund	2,604,048.13
851 Successor Agency Administration	33,418.06

855 Housing Auth - RM PARK DEVELOPMENT	(4,249,025.11)
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	5,423,132.29
874 Housing Auth - LOW/MOD DEBT SERVICE	(1,050,944.10)
890 Successor Agcy-RDA - LONG TERM DEBT GRP	26,824.88
898 Housing Auth - LOW/MOD CAPITAL PROJECTS	(110,280.47)
<b>Grand Total:</b>	<b><u>86,745,631.75</u></b>

**Reconciling Items:**

Outstanding checks and adjustments	652,069.01
Interest/Dividends/Gains on Investments/Cash with fiscal Agent	5,301.25
Deposits intransit	(92,926.06)
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 \$2.69 )	(167,964.95)
<b>Total per Treasurer's Report</b>	<b><u><u>87,271,347.00</u></u></b>

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

July 19, 2016

Regular Meeting held on the above-given date at 6:00 p.m. in the Council Chambers of City Hall, with Mayor DeLaRosa presiding.

INVOCATION/FLAG SALUTE

Pastor Jonathon Florez, First Assembly of God

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 - Introduction of New Employees

City Manager introduced this item to the Council and the following were acknowledged:

Development Services – Ramon Hernandez, Building Official

Office of the City Clerk – Ana Sauseda, Office Specialist I

City Council Office – Sara Gutierrez, Administrative Assistant, and Leno Tapia Office Specialist II

MAYOR AND COUNCIL ITEMS

POSSIBLE CONFLICT OF INTEREST DISCLOSURES FOR THE COUNCIL MEETING OF JULY 19, 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)*).

Mayor DeLaRosa reported attending the Post Commission Peace Officers Damage and Training in Sacramento, California on July 13, 2016; Interviewed for the Executive Director of the Post direct in Sacramento.

## APPOINTMENTS

- League Voting Delegate and Alternates - Designate one (1) voting delegate and may appoint up to two (2) alternate voting delegates.

Discussion and consensus by Councilmembers present and so ratified as follows:

Voting Delegate – Mayor Pro Tem Suchil

1<sup>st</sup> Alternate – Councilmember Jorrin

2<sup>nd</sup> Alternate – Councilmember Bennett

## PUBLIC COMMENT

The following community members addressed the Council: Pastor John Braxton.

## CONSENT CALENDAR

Mayor DeLaRosa presented the Consent Calendar Items 1 through 9.

Councilmembers present selected items for discussion and clarification by staff: CM Jorrin, Item 7.

Motion and Second by CM Navarro/CM González to approve the Consent Calendar Items 1 through 9.

Vote: Unanimous vote.

- (1) Minutes – Approval of Minutes for the City Council Regular Meeting Held July 5, 2016 on File in the Office of the City Clerk.
- (2) Warrants – Approval of Payable Warrants # 156828 to 156960 dated 06/30/2016 and totaling \$2,460,621.49; voucher numbers 156961 to 157129 dated 07/07/2016 and totaling \$1,503,809.58, less voided checks totaling \$134,247.52; a payroll disbursement listing for the period 06/04/2016 to 06/17/2016 and totaling \$762,073.74 and a payroll disbursement listing for the period 06/18/2016 to 07/01/2016 and totaling \$1,087,997.66.
- (3) Appropriation of Funds – Approve and adopt the accompanying Resolution and appropriate \$13,000 in the Drug and Gang Prevention Fund, RESOLUTION NO. R-71-16.
- (4) Notice of Completion Well No. 22 Project - Authorize the execution and recordation of Notice of Completion for the Pump Testing and Rehabilitation of Well No. 22 Project.
- (5) City-Wide Tree Trimming Services – 1) Approve the Second Amendment to the Maintenance Services Agreement with The Original Mowbray’s Tree Service for electric utility line clearance to extend the term for city-wide tree trimming for the period through October 31, 2016, and to increase the total compensation by the amount not to exceed \$25,000 for the additional city-wide services; and, 2) authorize the City Manager to execute the Second Amendment to the Maintenance Services Agreement.
- (6) Notice of Completion – Authorize the execution and recordation of Notice of Completion for the FY 15-16 Asphalt Paving Project.
- (7) Pipeline Crossing License Agreement – Approve the Pipeline Crossing License Agreement for the De Berry Waterline Replacement Project.

- (8) Approve ISDA Master Agreement – Approve the International Swap and Derivative Agreement (ISDA) between the City of Colton and Shell Energy Trading and Risk Management, and authorize the City Manager to execute the agreement, RESOLUTION NO. R-78-16.
- (9) Set Public Hearing for Basic Fee for Storm Water Services & Storm Water Management User Fee – Set a public hearing for August 2, 2016, to adopt a Resolution approving the Basic Fee for Storm Water Services and the Storm Water Management User Fee as provided for in Chapter 14.01 of the Colton Municipal Code.

Mayor DeLaRosa with no objection from Councilmembers present pulled Business Item/Item 14 forward for discussion and action by Council.

#### BUSINESS ITEMS

- (14) Disposition and Development Agreement with Lumar Devco, LLC – Approve and adopt a resolution approving a Disposition and Development Agreement (“DDA”) with Lumar Devco, LLC for the acquisition and development of two parcels of land at the southeast corner of Valley Boulevard and Pepper Avenue, Assessor Parcel Numbers 0254-191-09 and 11; and, approving an amendment to Fiscal Year 2016-17 Budget to increase revenues associated with this transaction, RESOLUTION NO. R-77-16.

#### CEQA COMPLIANCE

The City’s approval of the Agreement and adoption of this Resolution is exempt from the California Environmental Quality Act (Pub. Res. Code § 21000 et seq.: “CEQA”) because the Agreement is a land acquisition agreement and the City has conditioned future use of the site on CEQA compliance. (14 C.C.R. § 15004(b)(2)(A).) The City’s approval of this Agreement does not constitute approval of any site-specific development plan for the Property, or other activity on the Property, that would have a direct or reasonably foreseeable indirect environmental impact pursuant to CEQA. (14 C.C.R. § 15378(b).) The City’s approval of the Agreement results in a mere transfer of the Property from the City to the Developer. As more fully explained in the Agreement, Developer’s future use and/or development of the Property is expressly conditioned upon CEQA compliance. The City shall conduct environmental review pursuant to CEQA prior to taking any discretionary action with regard to any proposed development of the Property. Nothing in the Agreement or this Resolution shall be construed to limit the City’s discretion to consider and adopt any mitigation measure or project alternative, including the alternative of rejecting any proposed development of the Property, as provided in section 21002 of the Public Resources Code. Following completion of the City’s environmental review of any proposed development of the Property, the City shall file a notice of such approval as provided in section 21152 of the Public Resources Code.

#### Staff Presentation

Art Morgan, Economic Development Manager, presented for Council consideration an overview of the agenda report; with the conclusion of staff’s recommendation; and to approve and adopt Resolution No. R-77-16.

#### Public Comment

None

#### Council Discussion

Discussion by Councilmembers presented with clarification provided by staff: City Manager Smith and Manager Morgan.

Motion and Second by CM Toro/CM Navarro to approve staff's recommendation and approve and adopt Resolution No. R-77-16.

Vote: Unanimous vote.

## PUBLIC HEARINGS

Mayor DeLaRosa with no objection from Councilmembers present pulled Item 11 forward for discussion and action; to be followed by Item 10.

### (11) Minor Conditional Use Permits

TIME AND PLACE FIXED TO CONSIDER A PUBLIC HEARING TO 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 OF THE COLTON MUNICIPAL CODE RELATED TO SECTION 18.58.060 (CONDITIONAL USE PERMITS) AND SECTION 18.06.060 (USES PERMITTED IN EACH ZONE) [FILE INDEX NO. DAP-001-325], ORDINANCE NO. O-11-16.

Mayor DeLaRosa declared the Public Hearing Open.

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

### Staff Presentation

Mark Tomich, Development Services Director, presented for Council consideration an overview of the agenda report; with the conclusion of staff's recommendation and request to introduce Ordinance No. O-11-16.

### Public Comment

None

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

Vote: Unanimous vote.

### Council Discussion

Discussion by Councilmembers presented with clarification provided by staff: Director Tomich.

Motion and Second by CM González/MPT Suchil to approve staff's recommendation and to waive full reading, read by title only, introduce ORDINANCE NO. O-11-16.

Vote: Unanimous vote.

### (10) User Fee Update

TIME AND PLACE FIXED TO CONSIDER A PUBLIC HEARING TO APPROVE AND ADOPT A RESOLUTION UPDATING CERTAIN PLANNING AND BUSINESS LICENSE FEES FOR SERVICES PERFORMED BY AND FOR THE CITY, ESTABLISHING NEW FEE, AND REPEALING SELECTED FEES ADOPTED BY RESOLUTION NO. R-05-13; BY RESOLUTION R-72-16

Mayor DeLaRosa declared the Public Hearing Open.

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

Staff Presentation

Mark Tomich, Development Services Director, presented for Council consideration an overview of the agenda report; with the conclusion of staff's recommendation and to approve and adopt Resolution No. R-72-16.

Public Comment

None

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

Vote: Unanimous vote.

Council Discussion

Discussion by Councilmembers presented with clarification provided by staff: City Manager Smith and Director Tomich.

Motion and Second by CM González/CM Navarro to approve and adopt RESOLUTION NO. R-72-16.

Vote: Unanimous vote.

Prior to announcement and discussion of the Downtown Development Code Update & Design Manual CM González recused himself as there is a Conflict of Interest as his personal residence is in the immediate area of the Colton Downtown Design Project area.

(12) Downtown Development Code Update & Design Manual

TIME AND PLACE FIXED TO CONSIDER A PUBLIC HEARING TO APPROVE AND ADOPT A RESOLUTION APPROVING AN AMENDMENT TO THE GENERAL PLAN LAND USE MAP AND ADOPTING THE DOWNTOWN DESIGN MANUAL AND TO WAIVE FULL READING, READ BY TITLE ONLY AND INTRODUCE AN ORDINANCE TO AMEND TITLE 18, CHAPTER 18.06 (PERMITTED USES), 18.23 (MIXED-USE DOWNTOWN), AND ADD NEW SECTION 18.23.04 (GENERAL COMMERCIAL DOWNTOWN OVERLAY) AND TO CHANGE THE ZONE OF CERTAIN PROPERTIES FROM C-2 (GENERAL COMMERCIAL) TO M-U/D (MIXED USE DOWNTOWN) AND C-2 (GENERAL COMMERCIAL) TO C-2/D (GENERAL COMMERCIAL) ZONE TO ENSURE CONSISTENCY WITH ADOPTED GENERAL PLAN AND STATE LAW (FILE INDEX NO. DAP-001-307), RESOLUTION NO. R-73-16 and ORDINANCE NO. O-12-16.

Mayor DeLaRosa declared the Public Hearing Open.

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

Staff Presentation

Mark Tomich, Development Services Director presented this item for Council consideration; with the assistance by Consultant Diane Bathgate from RRM Design Group; with the assistance of a PowerPoint slide presentation Ms. Bathgate summarized for discussion:

- ✓ Project Overview
- ✓ What We Heard
- ✓ Planning Principles
- ✓ Vision Poster

- ✓ Key Concepts
- ✓ Recommendation – Approval of Negative Declaration; General Plan Amendment; Downtown Design Manual; Introduce the first reading of: Negative Declaration; Development code Changes; and Changes of Zone.

#### Public Comment

The following community members addressed the Council: Christine Irish-Ré spoke regarding concerns of local business location as part of the downtown design: Squires Lumber; Jose Olivar spoke in support of the project.

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

Vote: Motion carried with CM Navarro absent from the dais; and CM González absent from the dais due to a conflict of interest as his personal residence is in the immediate area of the Colton Downtown Design Project area.

Motion and Second by MPT Suchil/CM Bennett to approve staff’s recommendation and to approve and adopt RESOLUTION NO. R-73-16

Vote: Motion carried with CM Navarro absent from the dais; and CM González absent from the dais due to a conflict of interest as his personal residence is in the immediate area of the Colton Downtown Design Project area.

Motion and Second by MPT Suchil/CM Navarro to waive full reading, read by title only, introduce ORDINANCE NO. O-12-16.

Vote: Motion carried with CM González absent from the dais due to a conflict of interest as his personal residence is in the immediate area of the Colton Downtown Design Project area.

#### BUSINESS ITEMS

- (13) Ballot Measure for November 8, 2016 Municipal Election – Approve and Adopt the following resolutions: 1) Resolution No. R-74-16 – “A Resolution of the City Council of the City of Colton, California, Calling for the Placement of General Tax Measure to be held at the November 8, 2016 General Municipal Election for the Submission to the Qualified Voters of a Proposed Ordinance Amending the City’s Transient Occupancy (Hotel) Tax by Increasing the Rate from 10% to 12.5% and Addressing Online Travel Company and Other Third Party Bookings, and Making Various Conforming Changes”, 2) Resolution No. R-75-16 – “A Resolution of the City Council of the City of Colton, California, Requesting the Board of Supervisors of San Bernardino County to Consolidate a General Municipal Election to be held on November 8, 2016 with the Statewide General Election to be held on the same date pursuant to Section 10403 of the Elections Code”, 3) Resolution No. R-76-16 – “A Resolution of the City Council of the City of Colton, California, Providing for the Filing of Primary and Rebuttal Arguments and Setting Rules for the Filing of Written Arguments Regarding a City Measure to be Submitted at the November 8, 2016 General Municipal Election”, RESOLUTION NOS. R-74-16, R-75-16, R-76-16.

#### Staff Presentation

Carlos Campos, City Attorney, presented for Council consideration an overview of the agenda report; with the conclusion of staff’s recommendation and to approve and adopt Resolution Nos. R-74-16; R-75-16; R-76-16.

#### Public Comment

The following community member addressed the Council: Gary Grossich.

Council Discussion

Discussion and consensus by Councilmembers concluded with direction to staff: City Manager Smith and City Attorney Campos; bring back updated language that reflects a “special” tax, with the increase allocated to the construction, maintenance, and rehabilitation of sports fields in Colton. The percentage increase will be a number that is recommended by our Economist; for the Council Meeting of August 2, 2016.

- (15) Amendment to Business Licenses and Regulations - Waive Full Reading, Read by Title Only and Introduce an Ordinance to amend Title 5, Chapter 5.02 of the Colton Municipal Code relating to Business License application contents – License Fee (Section 5.02.040) and License Renewal Fee (Section 5.02.100), ORDINANCE NO. O-13-16.

Staff Presentation

Mark Tomich, Development Services Director, presented for Council consideration an overview of the agenda report; with the conclusion of staff’s recommendation and request to introduce Ordinance No. O-13-16.

Public Comment

None

Council Discussion

None

Motion and Second by CM González/CM Navarro to waive full reading, read by title only, introduce ORDINANCE NO. O-13-16.

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

None

ADJOURNMENT

At 9:18 p.m., Mayor DeLaRosa adjourned the Regular Council Meeting.

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Carolina R. Padilla  
City Clerk

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  
SPECIAL MEETING MINUTES

June 9, 2016

A Special Meeting was held on the above given date at 5:03 p.m., in the Council Chambers of City Hall, with Mayor Richard DeLaRosa presiding.

CITY COUNCIL ROLL CALL

Councilmembers present were, Toro, Jorin, Navarro, González, Bennett (*absent*), MPT Suchil, and Mayor DeLaRosa.

STAFF PRESENT

City Manager Smith and City Clerk Padilla.

MAYOR AND COUNCIL ITEMS

POSSIBLE CONFLICT OF INTEREST DISCLOSURES FOR THE COUNCIL MEETING OF JUNE 9, 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)*). None disclosed.

PUBLIC COMMENT

None

DISCUSSION ITEMS

(1) Fiscal Year 2016-17 Budget Workshop.

City Manager Smith made opening comments. Budget Workshop IV; it is the last scheduled workshop; with the news on Measure D we will consider a final draft budget for Council to review; also brought back a couple of items which Council requested; positions and things of that nature; we are hoping at the end of the meeting a budget format that is about finished so we can bring it to Council for the June 21, 2016 Council Meeting and have the budget passed as an administrative item; we would like to have all the Council's questions addressed and finalized.

### Staff Presentation:

Anita Agramonte, Finance Director, presented a PowerPoint presentation 'City of Colton – Fiscal Year 2016-17 – Budget Workshop – June 9, 2016'.

### Agenda

- Review Election Results – *Preliminary Elections Results*
  
- Authorized Positions List
  - Current Vacancies
  - Review of Acting Assignments
  - Staffing Recommendations
  - Citywide Organizational Chart
  
- General Fund Transfer Overview
  - General Fund Overview
  - Electric Utility Overview
  
- Citywide Overview

City Manager Smith responded to the Council inquiry as to the development of the Oversight Committee as directed; handled similar as to how Council appoint commissioners; residents will come in and fill out an application; item to be on the agenda for June 21, 2016 or the subsequent council meeting; there is no timing element, as to right away; would at least meet in advance of the Mid-Year Budget process to start the appointees to get involved.

Current Vacancy List – 34 vacant positions of which Council authorized 14 to be filled.

Concerns stated by Councilmembers present with discussion and clarification provided by City Manager Smith and staff included:

- ~ Each department vacancy reviewed separately;
- ~ Continued support for the authorized 14 vacant positions as outlined;

Current Acting Assignments – Assuming all vacant positions are filled, acting assignments will be terminated;

### Staffing Recommendation

- Fill All Authorized Vacant Positions
- No New General Fund Positions Proposed
- Funded Staffing Requests

Concerns stated by Councilmembers present with discussion and clarification provided by City Manager Smith and staff included:

- ~ Financial impact of the requests;
- ~ Recommended for the next fiscal year;
- ~ Any recommended for Utilities Department will depend on the audit;

### Recommended Organization Chart

Concerns stated by Councilmembers present with discussion and clarification provided by City Manager Smith and staff included:

- ~ Human Resources Manager vs. Human Resources Director

### General Fund Transfer Overview

- General Fund Overview

Concerns stated by Councilmembers present with discussion and clarification provided by City Manager Smith and staff included:

- ~ Structural deficit last year;
- ~ GFT – what will this be providing;
- ~ Support of a three (3) year plan to be self-sufficient;
- ~ There will be a structural deficit regardless of the GFT;

- Electric Utility Fund Overview

Concerns stated by Councilmembers present with discussion and clarification provided by City Manager Smith and staff included:

- ~ Stabilization Fund – how does this function;
- ~ Rate Stabilization needs approval by Council;

### Citywide Overview

Concerns stated by Councilmembers present with discussion and clarification provided by City Manager Smith and staff included:

- ~ Request the Finance Committee meet before the budget is finalized;

FY 2016-17 Budget Schedule – *Budget Adoption – June 21 City Council Meeting.*

### ADJOURNMENT

At 6:48 p.m. Mayor DeLaRosa adjourned the Special Council Meeting.

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Carolina R. Padilla  
City Clerk

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  
SPECIAL MEETING/CLOSED SESSION MINUTES

June 1, 2016

Closed Session Meeting was held on the above given date at 5:30 p.m., in the Council Chambers of City Hall, with Mayor DeLaRosa presiding.

FLAG SALUTE

Mayor DeLaRosa

City Attorney Campos announced that the City Council would meet in Closed Session to Discuss Items A.

CLOSED SESSION

A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to Government Code section 54957(b)

Title: City Manager

Mayor DeLaRosa adjourned the meeting to Closed Session at 5:31 p.m. and at 6:43 p.m. with Councilmember Bennett and Councilmember Suchil absent.

City Attorney Campos announced that the City Council did meet in Closed Session and discussed Item A with direction to staff and no reportable action.

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  
SPECIAL MEETING SESSION MINUTES

June 1, 2016

A Special Meeting was held on the above given date at 6:44 p.m., in the Council Chambers of City Hall, with Mayor Richard DeLaRosa presiding.

CITY COUNCIL ROLL CALL

Councilmembers present were, Toro, Jorin, Navarro, González, Bennett (*absent*), MPT Suchil (*appeared at 6:44 p.m.*), and Mayor DeLaRosa.

## MAYOR AND COUNCIL ITEMS

POSSIBLE CONFLICT OF INTEREST DISCLOSURES FOR THE COUNCIL MEETING OF June 1, 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)*). None disclosed.

### Public Comment

None

## DISCUSSION ITEMS

(1) Fiscal Year 2016-17 Budget Workshop.

### Staff Presentation:

Anita Agramonte, Finance Director, presented a PowerPoint presentation 'City of Colton – Fiscal Year 2016-17 – Budget Workshop – June 1, 2016'.

### Agenda

#### Other Funds Update

- Special Revenue Funds
- Capital Projects Funds
- Debt Service Funds
- Internal Service Funds
- Special Assessment District Funds
- Housing Authority Funds

#### Follow Up Items

- Budget Workshop 1
- Budget Workshop 2

Detailed discussion related to all funds and follow-up items outlined included:

#### Special Gas Tax Fund

Filling Vacant Streets Maintenance Worker III

#### Capital Projects Funds

Use of Park Development Funds (*bathrooms at the Hutton Center*)

Access of Quimby Funds (*limited use*)

Master Park Plan (*process of upgrading plan*)

Special Assessment District Funds

CFD pay off – roll over to subsequent debt service

Housing Authority Funds

Suggested funds be allocated for rehabilitation expenditures

Budget Workshop 1 – Follow-Up Items

\$15K for animal spay/neuter & micro-chipping program

Review of recently approved ordinance to revisit in one year the same may be advisable to review the set aside of \$15K

Fire Water Meter Program feasibility

Program not recommended at this time

Budget Workshop 1 – Follow-Up Items

Fund Balance & Reserve Requirements for Water & Wastewater Utilities

Legal Services Costs for Utilities: Electric/Water/Wastewater

ADJOURNMENT

At 8:03 p.m. Mayor DeLaRosa adjourned the Special Council Meeting.

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Carolina R. Padilla  
City Clerk

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## STAFF REPORT

DATE: AUGUST 02, 2016  
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
 FROM: BILL SMITH, CITY MANAGER  
 PREPARED BY: STACEY DABBS, ACTING FINANCE DIRECTOR *SD*  
 SUBJECT: APPROVAL OF ACCOUNTS PAYABLE VOUCHERS AND  
 PAYROLL DISBURSEMENTS

### RECOMMENDED ACTION

It is recommended that the City Council approve U.S. Bank vouchers dated 07/08/2016 and totaling \$30,809.64; voucher numbers 157130 to 157278 dated 07/14/2016 and totaling \$1,197,863.72; voucher numbers 157134 and 157279 to 157332 dated 07/21/2016 and totaling \$1,597,110.72; and a payroll disbursement listing for the period 07/02/2016 to 07/15/2016 and totaling \$849,108.23.

### BACKGROUND

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

### ISSUES/ANALYSIS

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

### FISCAL IMPACTS

None.

### ALTERNATIVES

1. Provide alternative direction to staff.

### ATTACHMENTS

1. Fund number & Title legend
2. Voucher lists & payroll disbursement register

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

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

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

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Voucher List  
City of Colton

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
25948500	7/8/2016	092931 U.S. BANK CORPORATE PAYMENT SY	C. CARE- 0986- 05/16		C. CARE- C. RYMER PEST CONTROL SERVICE	180.00
					206-7200-7203-2250-0000-000 AMAZON PRIME MEMBERSHIP FEE	106.92
					206-7200-7204-2350-0000-000 STATE BUDGET MEETING	20.00
					206-7200-7202-2280-0000-000 STATE BUDGET MEETING	20.00
			C. CLERK- 3244-05/16		206-7200-7203-2280-0000-000 C. CLERK- S. SANCHEZ	584.55
					100-6010-6010-2280-0000-000 MAILING	32.29
					100-6010-6010-2404-0000-000 MILITARY BANNERS	810.00
			CM- 5350- 05/16		762-2314-000 CM- D. MILLER	322.64
					100-6020-6020-2280-0000-000 LODGING (ICSC- W. SMITH)	322.64
					100-6300-9050-2280-0000-000 LODGING (ICSC- A. MORGAN)	322.64
					100-6300-9050-2280-0000-000 LODGING (C. ELSHOF)	322.64
					100-6300-9050-2280-0000-000 SOCIAL MEDIAL MARKETING	204.00
			COMM SVCS-0138-05/16		100-6300-9050-2350-0000-000 COMM SVCS- K. PHELPS	33.48
					100-6200-6214-2301-0000-000 SUPPLIES FOR PAWS EVENT	431.57
					100-6200-6212-2301-0000-000 SUPPLIES FOR PROM EVENT	46.82
					100-6200-6212-2301-0000-000 SUPPLIES FOR RELAY FOR LIFE	38.99
					100-6200-6214-2301-0000-000 DVD - MOVIES IN THE PARK	
					100-6200-6214-2306-0000-000	

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
25948500	7/8/2016	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued)		USE TAX 100-6200-6214-2306-0000-000	3.12
			COMM SVCS-1342- 5/16		USE TAX 762-2210-000	-3.12
					COMM SVCS- D. FARRAR DECORATIONS FOR EVENT 100-6200-6214-2301-0000-000	142.30
					DECORATIONS FOR EVENTS 100-6200-6214-2301-0000-000	209.64
					FACEBOOK AD 100-6200-6214-2354-0000-000	17.02
			COMM SVCS-1342- FY17		SPECIAL EVENT SUPPLIES 100-6200-6214-2301-0000-000	63.72
					COMM SVCS- D. FARRAR- FY17 LODGING DEPOSIT- NRPA 100-6200-6202-2280-0000-000	195.92
			COUNCIL- 4958-5/16		COUNCIL- A. FLORES CREDIT 100-6000-6000-2301-0000-000	-32.95
					LODGING (ICSC-BENNETT) 100-6000-6000-2280-0000-000	179.20
					CREDIT ON LODGING 100-6000-6000-2280-0000-000	-179.20
					GAVEL SET 100-6000-6000-2301-0000-000	65.94
					USE TAX 100-6000-6000-2301-0000-000	4.40
					USE TAX 762-2210-000	-4.40
					REGIS. (SANBAG ASSEMBLY) 100-6000-6000-2280-0002-000	95.00
					LODGING (ICSC- TORO) 100-6000-6000-2280-0000-000	529.76
					LODGING (ICSC- SUCHIL)	

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
25948500	7/8/2016	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued)			
					100-6000-6000-2280-0000-000 LODGING (ICSC- BENNETT)	529.76
					100-6000-6000-2280-0000-000 DINNER (BUDGET WORKSHOP)	637.28
			DEV SVCS- 5316-05/16		100-6000-6000-2280-0001-000 DEV SVCS- M. TOMICH	28.63
					WEB SUBSCRIPTION	
			ELEC- 3629- 05/16		100-6300-6301-2301-0000-000 ELEC- C. JIMENEZ	25.50
					PROJECTOR/ OTTER BOX CASES	
					520-8000-8004-2301-0921-000 PROJECTOR/ OTTER BOX CASES	26.42
					526-8000-8035-2301-0921-000 USB CAR CHARGERS	633.77
					520-8000-8004-2301-0921-000 USE TAX	47.94
					520-8000-8004-2301-0921-000 USE TAX	3.84
					762-2210-000 GATE REMOTES	-3.84
					520-8000-8004-2301-0921-000 GATE REMOTES	107.50
					520-8000-8003-2301-0921-000 USE TAX	64.50
					762-2210-000 CANCELLATION ON HOTEL ROOM	-13.76
					520-8000-8003-2280-0930-200 CREDIT ON REGIS. FEE (HOOVER DAM)	-180.80
					520-8000-8003-1161-0926-000 WIRELESS KEYBOARD	-300.00
					520-8000-8001-2300-0921-000 USE TAX	73.43
					520-8000-8004-2301-0921-000 USE TAX	8.60

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
25948500	7/8/2016	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued)			
			ELEC- 8031- 05/16		520-8000-8003-2301-0921-000 ELEC- J. SUTORUS KEY ACCOUNT MTG SUPPLIES	5.16
					520-8000-8005-2280-0930-200 KEY ACCOUNT MTG CATERING	42.77
					520-8000-8005-2280-0930-200 MICROSOFT DISPLAY ADAPTER	366.43
					526-8000-8035-2301-0921-000 USE TAX	68.56
					526-8000-8035-2301-0921-000 USE TAX	5.48
					762-2210-000 SHIPPING REFUND	-5.48
					526-8000-8035-2301-0921-000 PROJECTOR EQUIPMENT	-18.61
			FIN- 1711- 05/16		526-8000-8035-2301-0921-000 FIN- S. MAGTURO HR- JOB POSTING FOR HR MANAGER	76.67
			FIRE- 4015- 05/16		100-6030-6030-2342-0000-000 FIRE- D. DEANTONIO USPS MAILING	234.00
					100-6090-6091-2300-0000-000 RADIATOR REPAIR	3.77
					100-6090-6091-2210-0000-000 REMOTE SPEAKER MICS	999.54
					100-6090-6091-2301-0000-000 USE TAX	415.68
					100-6090-6091-2301-0000-000 USE TAX	32.40
			FIRE- 4196- 05/16		762-2210-000 FIRE- T. MCHARGUE MEALS (WILDLAND FIRE MTG)	-32.40
					100-6090-6094-2280-0000-000 LODGING (WILDLAND FIRE MTG)	104.43

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
25948500	7/8/2016	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued)			
					100-6090-6094-2280-0000-000 VEHICLE MAINTENANCE	383.88
			FIRE- 5098- 0516		100-6090-6091-2210-0000-000 FIRE- D. BENFIELD HOSE CLAMPS & COOLANT	261.45
					100-6090-6091-2210-0000-000 FOOD FOR EOC TRAINING	59.34
					100-6090-6094-2280-0000-000 SATELLITE PHONE & ACCESSORIES	27.98
					100-6090-6094-2301-0000-000 LASER POINTER	88.59
					100-6090-6091-2301-0000-000 FOOD FOR EOC TRAINING	86.59
			FIRE- 6381- 0516		100-6090-6094-2280-0000-000 FIRE- K. VALENTIN PUBLIC SVC ANNOUNCEMENT VIDEOS	12.38
					100-6090-6092-2405-0000-000 VEHICLE REPAIRS	500.00
					100-6090-6091-2210-0000-000 HELMET DECALS	230.00
					100-6090-6091-1180-0000-000 HELMET MAGNETS	43.20
					100-6090-6091-1180-0000-000 USE TAX	104.00
					100-6090-6091-1180-0000-000 USE TAX	7.20
					762-2210-000 PORTABLE RESTROOM RENTAL	-7.20
					100-6090-6091-2301-0000-000 ICE CHEST	195.36
			FIRE- 9195- 0516		100-6090-6091-2301-0000-000 FIRE- A. SORK PAPER TOWELS	15.91
					100-6090-6091-2301-0000-000	32.34

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
25948500	7/8/2016	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued)		ICC MEMBERSHIP 100-6090-6092-2270-0000-000	55.00
			HR- 4231- 05/16		HR- T. COOPER SHRED DOCUMENTS 100-6030-6030-2350-0000-000	203.98
			I.S.- 8716- 05/16		I.S.- P. EVANS SPEAKING 13 PREMIUM SOFTWARE 606-6040-6044-2315-0000-000	181.38
			I.S.- 8716- FY17		I.S.- P. EVANS- FY17 MISAC MEMBERSHIP RENEWAL 606-6040-6044-2270-0000-000	160.00
			LIB- 4859- 05/16		LIB- E. PEDROZA SUPPLIES FOR MEETING 100-6200-6250-2302-0000-000	6.59
					LITERACY TRAINING SUPPLIES 211-6200-7101-2280-0000-000	26.79
					LUNCH (ROTARY MEETINGS) 100-6200-6250-2280-0000-000	28.02
					INCENTIVES (SUMMER READING PROGRAM) 100-6200-6250-2302-0000-000	360.80
					USE TAX 100-6200-6250-2302-0000-000	28.86
			PARKS- 9441- 05/16		762-2210-000 PARKS- A. GARCIA CNG FUEL 100-6150-6205-2210-0000-000	-28.86
			PD- 1945- 05/16		PD- R. CARNELL CNG FUEL 100-6070-6071-2210-0000-000	17.74
			PD- 2441- 05/16		PD- A. RIVERA CNG FUEL 100-6070-6071-2210-0000-000	75.75
			PD- 3734- 05/16		PD- T. HEARD 100-6070-6071-2210-0000-000	31.88

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
25948500	7/8/2016	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued)		CNG FUEL	
			PD- 4959- 05/16		100-6070-6071-2210-0000-000	43.85
					PD- R. WICKMAN	
					SHOWER MATS	
					100-6070-6071-2301-0000-000	94.45
					USE TAX	
					100-6070-6071-2301-0000-000	6.36
					USE TAX	
					762-2210-000	-6.36
					PELICAN CASES	
					100-6070-6071-2301-0000-000	154.78
					TRIPODS FOR PATROL	
					100-6070-6071-2301-0000-000	398.00
					USE TAX	
					100-6070-6071-2301-0000-000	31.84
					USE TAX	
					762-2210-000	-31.84
					PELICAN CASES	
					100-6070-6071-2301-0000-000	154.78
					CAMERA LENS	
					100-6070-6071-2301-0000-000	905.04
					PELICAN CASES	
					100-6070-6071-2301-0000-000	154.78
					POSTAGE	
					100-6070-6071-2300-0000-000	14.75
					SERVICE AWARD PINS	
					100-6070-6071-1170-0000-000	1,484.03
					POSTAGE	
					100-6070-6071-2300-0000-000	35.79
					VEHICLE PARTS	
					100-6070-6071-2210-0000-000	65.22
			PD- 5050- 05/16		PD- A. BETANCUR	
					AMMO	
					100-6070-6071-1180-0000-000	593.14

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
25948500	7/8/2016	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued)		OTTERBOX CASE	
					100-6070-6071-2300-0000-000	43.28
					USE TAX	
					100-6070-6071-2300-0000-000	3.46
					USE TAX	
					762-2210-000	-3.46
					PROPERTY PROFILES	
					100-6070-6071-2350-0000-000	50.00
					UTILITY CART	
					100-6070-6071-2300-0000-000	229.29
					DECAL FOR VEHICLE	
					608-6150-8700-2210-6071-000	49.75
					ON LINE TRAINING	
					100-6070-6071-1160-0000-000	34.99
			PD- 5076- 05/16		PD- L. AVALOS	
					K2C AWARENESS BRACELETS	
					217-6070-6086-2301-0000-000	230.41
					USE TAX	
					217-6070-6086-2301-0000-000	0.00
					TRAINING (RESOLVING CONFLICT)	
					100-6070-6071-1160-0000-000	50.00
					TRAINING (DISPATCH MASS)	
					100-6070-6071-1160-0000-000	65.00
					MEMBERSHIP DUES (IAPE)	
					100-6070-6071-2270-0000-000	100.00
					CABLE SERVICE (K2C SUBSTATION)	
					100-6070-6071-2301-0000-000	140.97
					LODGING (EVIDENCE PROPERTY)	
					100-6070-6071-1160-0000-000	774.34
					POST K-9 EVALUATOR COURSE	
					100-6070-6071-1160-0000-000	201.80
					LODGING (SERGEANT SUPERVISORY)	
					100-6070-6071-1160-0000-000	1,049.44
					LODGING (BUDGET ACADEMY-HADDEI	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
25948500	7/8/2016	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued)		100-6070-6071-1160-0000-000 LODGING (BUDGET ACADEMY-JOLLIFF)	360.00
					100-6070-6071-1160-0000-000 LODGING (BUDGET ACADEMY-HEUSTERBERG)	360.00
					100-6070-6071-1160-0000-000 TRAINING (BUSINESS OFFICE)	360.00
					100-6070-6071-1160-0000-000 TASER INSTRUCTOR COURSE	139.96
					100-6070-6071-1160-0000-000 PD- L. AVALOS- FY17	870.00
			PD- 5076- 05/16-FY17		LE TRAINING SEMINAR	300.00
					100-6070-6071-1160-0000-000 MEMBERSHIP DUES (POLICE CHIEFS)	662.00
					100-6070-6071-2270-0000-000 LODGING (ADVANCED SRO TRAINING)	624.78
					100-6070-6071-1160-0000-000 CNG FUEL	66.93
			PD- 5499- 05/16		CNG FUEL	1,305.00
					100-6090-6092-2270-0000-000 PURCH- B. GUTIERREZ	99.69
			PURCH- 4250- 05/16		FIRE CODE SUBSCRIPTION	136.80
					100-6090-6092-2270-0000-000 PW- A. HUSSAIN	150.00
			PW- 9927- 05/16		CNG FUEL (04/27/16-05/18/16)	96.06
					522-8200-8200-2210-0000-000 CNG FUEL (04/27/16-05/18/16)	216.52
					210-6150-6160-2210-0000-000 ST- L. NUNEZ	
			ST- 6681- 05/16		TRAINING (APWA STORM WATER)	
					100-6150-6151-1160-0000-000 CITY SIGNS	
					210-6150-6160-2301-0000-000 WELDING SUPPLIES	
					210-6150-6160-2301-0000-000	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
25948500	7/8/2016	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued) ST- 7740- 05/16		ST- R. ARABELO CNG FUEL (04/27/16-05/25/16) 210-6150-6160-2210-0000-000	923.59
			ST- 8541- 05/16		ST- A. PAGDILOA RENTAL EQUIPMENT 210-6150-6160-2301-0000-000	85.00
					ELECTRIC GENERATOR 210-6150-6160-2301-0000-000	595.36
					GATE OPENER 210-6150-6160-2301-0000-000	737.25
					PROPANE 210-6150-6160-2301-0000-000	103.92
					ASPHALT RELEASE FOR PATCH TRUCK 210-6150-6160-2301-0000-000	332.75
					DRUMS FOR HAZ MAT 210-6150-6160-2301-0000-000	84.62
					GATE OPENERS 210-6150-6160-2301-0000-000	41.14
					GATE OPENER 210-6150-6160-2301-0000-000	20.57
					RENTAL EQUIPMENT 210-6150-6160-2301-0000-000	85.00
					CNG FUEL 210-6150-6160-2210-0000-000	1,144.01
			W- 1295- 05/16		W- J. GARCIA FUEL FOR WATER VAN 521-8100-8101-2210-0000-000	59.61
					TRAINING SEMINAR 521-8100-8101-1161-0000-000	525.00
					CHLORINE RESIDUAL KIT 521-8100-8101-2301-0000-000	955.65
			WW- 8118- 05/16		WW- M. GUERRERO LUMBER/BUILDING MATERIAL 522-8200-8200-2255-0000-000	311.54

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
25948500	7/8/2016	092931	092931 U.S. BANK CORPORATE PAYMENT SY		(Continued)	Total : 30,809.64
1 Vouchers for bank code : boa						Bank total : 30,809.64
1 Vouchers in this report						Total vouchers : 30,809.64

  
\_\_\_\_\_  
Stacey Dabbs  
Acting Finance Director



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Aurelio De La Torre  
City Treasurer

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157130	7/7/2016	058945 ALBA, CARLOS	07/09/16		COMM SVCS- DJ SVC- B-DAY EVENT 762-2319-000	300.00 <b>Total : 300.00</b>
157131	7/7/2016	092344 EZ LANDSCAPE/SUNNY DAY LANDSCA	1700 & 1701	015770 015770 015770	LLMD- LANDSCAPE LIGHTING MAINT. 701-6150-6220-2350-0000-000 702-6150-6210-2350-0000-000 722-6150-8215-2350-0000-000	3,583.34 7,916.66 9,000.00 <b>Total : 20,500.00</b>
157132	7/11/2016	018335 SAN BERNARDINO ASSOCIATED GOVT	03/24/16	013650	PW- LOAN FEES- I-10 PEPPER INTERCHANGE 249-1000-6900-2350-0000-000	2,750.00 <b>Total : 2,750.00</b>
157133	6/30/2016	060361 LEWIS, JENNIFER	REBATE- PV SYSTEM		ELEC- RESIDENTIAL PV REBATE 520-8000-8006-2330-0555-540	5,130.00 <b>Total : 5,130.00</b>
157135	7/14/2016	060415 UNION PACIFIC RAILROAD COMPANY	FINAL SETTLEMENT		ECON DEV- EMINENT DOMAIN 100-6300-9050-2350-0000-000 898-9000-9000-2350-0000-000	46,712.50 45,787.50 <b>Total : 92,500.00</b>
157136	7/14/2016	000788 A T & T	2654822645	015670	ELEC- FRAME CIRCUIT CHARGES 520-8000-8009-2225-0548-000	445.44 <b>Total : 445.44</b>
157137	7/14/2016	092355 ACACIA RV	38586	016414	AUTO- REPAIRS TO REC VEHICLE 608-6150-8700-2210-6200-000	547.42 <b>Total : 547.42</b>
157138	7/14/2016	cbc#7191 ACE MANAGEMENT SERVICES	00892980		CLOSING BILL CREDIT 520-2450-232	100.18 <b>Total : 100.18</b>
157139	7/14/2016	027506 ADVANCE REFRIGERATION	41434	015669	ELEC- REPAIRS TO ICE MACHINE 520-8000-8003-2240-0592-100	409.92

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157139	7/14/2016	027506	027506 ADVANCE REFRIGERATION		(Continued)	Total : 409.92
157140	7/14/2016	093748	AG PRO'S WEED & PEST CONTROL	#2	W- WEED ABATEMENT	
				015673	521-8100-8101-2350-0000-000	950.00
					Total :	950.00
157141	7/14/2016	093061	ALL STAR PEST ELIMINATION	01-0042332	FIRE- TERMITE SERVICES	
				016500	605-6150-6211-2250-6091-000	950.00
					Total :	950.00
157142	7/14/2016	093061	ALL STAR PEST ELIMINATION	01-201605	BM- PEST ELIMINATION SERVICE	
				015827	605-6150-6211-2350-0000-000	867.30
					Total :	867.30
157143	7/14/2016	cbc0890	ALVAREZ, DAISY	00430600	CLOSING BILL CREDIT	
					520-2450-232	167.30
					Total :	167.30
157144	7/14/2016	044956	ANGELICA HEALTHCARE SERVICES	1400544191	FIRE- LINENS SUPPLIES	
				015432	100-6090-6091-2301-0000-000	38.82
				1400544898	FIRE- LINEN SUPPLIES	
				015432	100-6090-6091-2301-0000-000	36.77
					Total :	75.59
157145	7/14/2016	cbc0887	ANGUIANO, MARLENY	00180635	CLOSING BILL CREDIT	
					520-2450-232	25.13
					Total :	25.13
157146	7/14/2016	046028	AT & T	7831468-0516	WW- TELEPHONE SERVICES	
				054153	522-8200-8200-2301-0000-000	14.30
				8243506-0616	C. CARE- TELEPHONE SERVICES	
				054153	206-7200-7202-2310-0000-000	84.29
				8256846-0416	WW- TELEPHONE SERVICES	
				054153	522-8200-8200-2301-0000-000	73.41
				8256846-0516	WW- TELEPHONE SERVICES	
				054153	522-8200-8200-2301-0000-000	0.36
				9391054786- 0616	C. CARE- TELEPHONE SERVICES	
				054153	206-7200-7202-2310-0000-000	124.44

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157146	7/14/2016	046028 AT & T	(Continued)			
			9391054803- 06/16	054153	COMM SVCS- TELEPHONE SERVICES 100-6200-6250-2310-0000-000	81.20
			9391054979- 0616	054153	C. CARE- TELEPHONE SERVICES 206-7200-7203-2310-0000-000	19.18
			9391055022- 06/16	054153	COMM SVCS- TELEPHONE SERVICES 100-6200-6250-2310-0000-000	19.18
			9391055038- 0616	054153	C. CARE- TELEPHONE SERVICES 206-7200-7203-2310-0000-000	19.18
			9391055165- 0616	054153	C. CARE- TELEPHONE SERVICES 206-7200-7202-2310-0000-000	234.74
			9391055175- 0616	054153	COMM SVCS- TELEPHONE SERVICES 100-6200-6250-2310-0000-000	76.71
<b>Total :</b>						<b>746.99</b>
157147	7/14/2016	000205 AT&T	2710100-0616	054152	PD- TELEPHONE SERVICES 100-6070-6071-2310-0000-000	33.29
			2710101-0616	054152	PD- TELEPHONE SERVICES 100-6070-6071-2310-0000-000	33.29
<b>Total :</b>						<b>66.58</b>
157148	7/14/2016	093397 AUTOMATIC TRANSMISSION SERVICE	36996	054156	AUTO- TRANSMISSION REPAIRS 608-6150-8700-2210-6071-000	297.61
<b>Total :</b>						<b>297.61</b>
157149	7/14/2016	092506 BAY CITY ELECTRIC WORKS,INC	W159332	016279	FIRE- GENERATOR MAINTENANCE 100-6090-6091-2240-0000-000	344.00
			W159333	016279	FIRE- GENERATOR MAINTENANCE 100-6090-6091-2240-0000-000	344.00
			W159334	016279	FIRE- GENERATOR MAINTENANCE 100-6090-6091-2240-0000-000	344.00
			W159335	016279	FIRE- GENERATOR MAINTENANCE 100-6090-6091-2240-0000-000	344.00
<b>Total :</b>						<b>1,376.00</b>
157150	7/14/2016	046228 BIG MIKE'S ROOTER & PLUMBING,	47480	016121	BM- PLUMBING SERVICES 605-6150-6211-2350-0000-000	147.50

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157150	7/14/2016	046228 046228 BIG MIKE'S ROOTER & PLUMBING,	(Continued)			Total : 147.50
157151	7/14/2016	050008 BOGGS, JONATHAN	RECERT FEES 2016		FIRE- REIMBURSE PARAMEDIC RECER T 100-6090-6091-1161-0000-000	260.00 Total : 260.00
157152	7/14/2016	024815 BRITHINEE ELECTRIC	SI05198	015746	W- MAINT. ON WELLS & BOOSTERS 521-8100-8101-2411-0000-000	14,126.82 Total : 14,126.82
157153	7/14/2016	cbc0875 CABRERA, MARISOL	00760255		CLOSING BILL CREDIT 520-2450-232	132.82 Total : 132.82
157154	7/14/2016	093662 CAROLLO ENGINEERS, INC.	0149350 0149951	012931 012931	W- MASTERPLAN PER CONTRACT 521-8100-8101-2350-0000-000 W- MASTERPLAN PER CONTRACT 521-8100-8101-2350-0000-000	9,548.00 6,775.25 Total : 16,323.25
157155	7/14/2016	001005 CITY OF COLTON	CK#313459-313568		WORKERS COMP CLAIMS 607-1110-000	37,531.99 Total : 37,531.99
157156	7/14/2016	cbc0892 COLOMBEL, RETTA	00790825		CLOSING BILL CREDIT 520-2450-232	68.54 Total : 68.54
157157	7/14/2016	002018 COLTON TRUCK TERMINAL	49422	016143 016143	AUTO REPAIRS 608-6150-8700-2210-0000-000 608-6150-8700-2210-8101-000	177.60 772.56 Total : 950.16
157158	7/14/2016	092663 COUTS HEATING & COOLING, INC.	SRVCE04182	016430	BM- DIAGNOSIS ON A/C 605-6150-6211-2250-6217-000	470.00 Total : 470.00
157159	7/14/2016	092635 CRITERION AUTOMATION INC.	1606-SCAD69		W- SCADA SYSTEMS SERVICES	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157159	7/14/2016	092635 CRITERION AUTOMATION INC.	(Continued)			
				015585	521-8100-8101-2350-0000-000	2,255.00
				015585	522-8200-8200-2350-0000-000	1,275.00
					<b>Total :</b>	<b>3,530.00</b>
157160	7/14/2016	000139 CULLIGAN WATER CONDITION	577058		WW- SOFTENER SUPPLIES	
				015710	522-8200-8200-2301-0000-000	44.40
					<b>Total :</b>	<b>44.40</b>
157161	7/14/2016	003952 DAILY JOURNAL CORP	B2874110		DEV SVCS- LEGAL PRINTING	
			B2877609		100-6300-6301-2340-0000-000	411.40
			B2889289		100-6300-6301-2340-0000-000	334.40
			b2890720		100-6300-6301-2340-0000-000	407.00
					100-6300-6301-2340-0000-000	195.80
					<b>Total :</b>	<b>1,348.60</b>
157162	7/14/2016	001897 DAN'S LAWNMOWER	108703		W- LAWN & GARDEN SUPPLIES	
				054165	521-8100-8101-2301-0000-000	74.53
					<b>Total :</b>	<b>74.53</b>
157163	7/14/2016	094004 DAVE HENRY TRUCKING	A-1348524		WW- DIRT FILL- WW PLANT	
				016074	522-8200-8200-2255-0000-000	365.50
					<b>Total :</b>	<b>365.50</b>
157164	7/14/2016	060412 DE LA ROSA, RHONDA	2007827.015		REFUND VENDOR FEE- BDAY EVENT	
					100-6752-000	100.00
					<b>Total :</b>	<b>100.00</b>
157165	7/14/2016	093982 DENALI WATER SOLUTIONS LLC	0011024-IN		WW- HAULING & DISPOSAL SERVICES	
				015831	522-8200-8200-2350-0000-000	9,159.07
					<b>Total :</b>	<b>9,159.07</b>
157166	7/14/2016	060411 DEPARTMENT OF MOTOR VEHICLES	3306796		PD- VEHICLE CODE BOOKS	
					100-6070-6071-2270-0000-000	371.74

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157166	7/14/2016	060411	060411 DEPARTMENT OF MOTOR VEHICLES		(Continued)	Total : 371.74
157167	7/14/2016	093744	DIVERSIFIED ENERGY CONSULTING			
			COC15-11-1	013299	ELEC- PROFESSIONAL SERVICES 520-8000-8040-3890-0107-000	12,293.54
			COC15-12-1	013299	ELEC- PROFESSIONAL SERVICES 520-8000-8040-3890-0107-000	12,390.43
			COC16-1-1	013299	ELEC- PROFESSIONAL SERVICES 520-8000-8040-3890-0107-000	12,637.32
			COC16-2-1	013299	ELEC- PROFESSIONAL SERVICES 520-8000-8040-3890-0107-000	12,443.54
			COC16-3-2	013299	ELEC- PROFESSIONAL SERVICES 520-8000-8040-3890-0107-000	15,355.98
			COC16-4-1	013299	ELEC- PROFESSIONAL SERVICES 520-8000-8040-3890-0107-000	9,681.10
			COC16-5-1	013299	ELEC- PROFESSIONAL SERVICES 520-8000-8040-3890-0107-000	6,124.88
					Total :	80,926.79
157168	7/14/2016	093773	DM CONTRACTING, INC.			
			4375	015888	CDBG- CITYWIDE CONCRETE 215-1502-6920-3890-0000-000 215-2460-000	43,965.00 -2,198.25
					Total :	41,766.75
157169	7/14/2016	000149	DUNN-EDWARDS CORP			
			2018262560	054167	PARKS- PAINT SUPPLIES 100-6150-6205-2301-0000-000	80.55
			2018264137	054167	BM- PAINT SUPPLIES 605-6150-6211-2250-6212-000	142.41
					Total :	222.96
157170	7/14/2016	093628	ENERGY MANAGEMENT LLC			
			05	016065	ELEC- PROF SVCS- BIOGAS SUPPLIES 520-8000-8001-2350-0923-000	720.00
			06	016065	ELEC- PROF SVCS- BIOGAS SUPPLIES 520-8000-8001-2350-0923-000	840.00
					Total :	1,560.00
157171	7/14/2016	cbc0894	ESTATE OF ROY BRANSON			
			00480730		CLOSING BILL CREDIT 520-2450-232	227.36

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157171	7/14/2016	cbc0894 cbc0894 ESTATE OF ROY BRANSON	(Continued)			Total : 227.36
157172	7/14/2016	015957 FAIRVIEW FORD SALES, INC	305186	054170	AUTOMOTIVE PARTS 100-6070-6071-2210-0000-000	512.24
			C18140	054170	AUTOMOTIVE PARTS 608-6150-8700-2210-6071-000	105.96
					Total :	618.20
157173	7/14/2016	cbc#7715 FATTAL, ERAN	00510110		CLOSING BILL CREDIT 520-2450-232	337.54
					Total :	337.54
157174	7/14/2016	013964 FEDERAL EXPRESS CORPORATION	5-460-01924	015623	ELEC- DELIVERY SERVICE 520-8000-8001-2300-0921-000	32.75
					Total :	32.75
157175	7/14/2016	001422 FERGUSON ENTERPRISES INC #1350	3155427-1	054171	PARKS- PLUMBING SUPPLIES 100-6150-6205-2301-0000-000	334.69
					Total :	334.69
157176	7/14/2016	093728 FIRE APPARATUS SOLUTIONS	10305	015586	FIRE- VEHICLE MAINTENANCE 100-6090-6091-2210-0000-000	491.14
			10348	015586	FIRE- VEHICLE MAINTENANCE 100-6090-6091-2210-0000-000	336.44
			10349	015586	FIRE- VEHICLE MAINTENANCE 100-6090-6091-2210-0000-000	750.77
			10350	015586	FIRE- VEHICLE MAINTENANCE 100-6090-6091-2210-0000-000	283.82
			10351	015586	FIRE- VEHICLE MAINTENANCE 100-6090-6091-2210-0000-000	391.01
			10356	015586	FIRE- VEHICLE MAINTENANCE 100-6090-6091-2210-0000-000	1,914.49
					Total :	4,167.67
157177	7/14/2016	060416 FIRST AMERICAN TITLE COMPANY	1603-1603104860		COMM SVCS- CHAIN OF TITLE DOCUMENTS 100-6200-6200-2350-0000-000	900.00
			1603-1603104898		COMM SVCS- CHAIN OF TITLE DOCUMENTS 100-6200-6200-2350-0000-000	500.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157177	7/14/2016	060416 060416 FIRST AMERICAN TITLE COMPANY	(Continued)			Total : 1,400.00
157178	7/14/2016	cbc0879 FLATT, CRAIG	00290550		CLOSING BILL CREDIT 520-2450-232	68.49 Total : 68.49
157179	7/14/2016	093928 FLYERS ENERGY, LLC	16-258666	054201	WW- DIESEL FUEL 522-8200-8200-2255-0000-000	817.98
			16-262034	054201	WW- DIESEL FUEL 522-8200-8200-2255-0000-000	3,115.85
			16-266280	054201	WW- DIESEL FUEL 522-8200-8200-2255-0000-000	796.81
			16-277969	054201	FIRE- DIESEL FUEL 100-6090-6091-2210-0000-000	1,974.31
			16-281126	054201	INV- FUEL 100-1530-000	13,565.15
						Total : 20,270.10
157180	7/14/2016	092108 G & G ENVIRONMENTAL	COC-0516	016033	WW- PRETREATMENT PROGRAM 522-8200-8200-2350-0000-000	6,650.28
				016033	722-6150-8215-2350-0000-000	6,210.00
						Total : 12,860.28
157181	7/14/2016	cbc0884 GARCIA, SARA	00290165		CLOSING BILL CREDIT 520-2450-232	68.91 Total : 68.91
157182	7/14/2016	093811 GENERAL PUMP COMPANY, INC.	24990	015717	WW- PUMP REPAIRS 521-8100-8101-3890-0000-000	88,227.17 Total : 88,227.17
157183	7/14/2016	000157 GENUINE AUTO PARTS	145637	054176	AUTOMOTIVE PARTS 522-8200-8200-2255-0000-000	397.01
			150386	054176	AUTOMOTIVE PARTS 608-6150-8700-2210-8200-000	43.16
			151060	054176	AUTOMOTIVE PARTS 608-6150-8700-2210-8101-000	46.21
			151173		AUTOMOTIVE PARTS	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
157183	7/14/2016	000157	GENUINE AUTO PARTS		(Continued)		
			151547	054176	608-6150-8700-2210-8101-000 AUTOMOTIVE PARTS	12.24	
			151639	054176	608-6150-8700-2210-6071-000 ST- AUTOMOTIVE PARTS	81.70	
			152038	054176	210-6150-6160-2301-0000-000 AUTOMOTIVE PARTS	13.33	
			152142	054176	608-6150-8700-2210-6160-000 AUTOMOTIVE PARTS	17.41	
			152348	054176	522-8200-8200-2255-0000-000 AUTOMOTIVE PARTS	178.15	
			152392	054176	522-8200-8200-2255-0000-000 AUTOMOTIVE PARTS	15.97	
			152714	054176	608-6150-8700-2210-6160-000 AUTOMOTIVE PARTS	9.71	
			152883	054176	100-6090-6091-2210-0000-000 AUTOMOTIVE PARTS	23.22	
			152938	054176	608-6150-8700-2210-6071-000 AUTOMOTIVE PARTS	21.59	
			152961	054176	608-6150-8700-2210-8700-000 AUTOMOTIVE PARTS	13.93	
				054176	608-6150-8700-2210-6071-000	63.91	
					<b>Total :</b>	<b>937.54</b>	
157184	7/14/2016	cbc0891	GONZALEZ, MONICA	00351310	CLOSING BILL CREDIT 520-2450-232	25.91	
					<b>Total :</b>	<b>25.91</b>	
157185	7/14/2016	093598	GRISWOLD INDUSTRIES	695476	W- MAINTENANCE & INSTALLATION SVC 521-8100-8101-2350-0000-000	4,587.07	
			695899	015992	W- MAINTENANCE & INSTALLATION SVC 521-8100-8101-2350-0000-000	4,025.00	
				015992		<b>Total :</b>	<b>8,612.07</b>
157186	7/14/2016	059227	GUZMAN-GONZALEZ, YVONNE	06/23/16	HR- MILEAGE REIMBURSMENT 100-6030-6030-2280-0000-000	42.34	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157186	7/14/2016	059227 059227 GUZMAN-GONZALEZ, YVONNE	(Continued)			<b>Total : 42.34</b>
157187	7/14/2016	045250 HDL COREN & CONE	0021728-IN	016478	ECON DEV- CONSULTING/AUDITING 100-6300-9050-2350-0000-000	3,150.00
			0022132-IN	016478	ECON DEV- CONSULTING/AUDITING 100-6300-9050-2350-0000-000	3,150.00
			0022381-IN	016478	ECON DEV- CONSULTING/AUDITING 100-6300-9050-2350-0000-000	3,150.00
			0022628-IN	016478	ECON DEV- CONSULTING/AUDITING 100-6300-9050-2350-0000-000	3,150.00
					<b>Total :</b>	<b>12,600.00</b>
157188	7/14/2016	cbc0876 HERNANDEZ, ISABEL	00580780		CLOSING BILL CREDIT 520-2450-232	23.95
					<b>Total :</b>	<b>23.95</b>
157189	7/14/2016	019252 HINDERLITER, de LLAMAS AND, ASSOCIATES	0024273-IN	016477	ECON DEV- SALES TAX & ECON ANALYSIS 100-6300-9050-2350-0000-000	4,803.95
			0024646-IN	016477	ECON DEV- SALES TAX & ECON ANALYSIS 100-6300-9050-2350-0000-000	15,337.97
			0025020-IN	016477	ECON DEV- SALES TAX & ECON ANALYSIS 100-6300-9050-2350-0000-000	2,328.83
			0025367-IN	016477	ECON DEV- SALES TAX & ECON ANALYSIS 100-6300-9050-2350-0000-000	3,177.40
					<b>Total :</b>	<b>25,648.15</b>
157190	7/14/2016	025906 HOME DEPOT	1011640-TAX	015836	ST- HARDWARE SUPPLIES 210-6150-6160-2301-0000-000	2.60
			4011389- TAX	015790	PARKS- HARDWARE SUPPLIES 100-6150-6205-2301-0000-000	3.90
			5013748	015570	BM- HARDWARE SUPPLIES 605-6150-6211-2250-6211-000	981.80
			6020065	015570	BM- HARDWARE SUPPLIES 605-6150-6211-2250-6211-000	414.39
			6082547	015570	BM- HARDWARE SUPPLIES 605-6150-6211-2250-6211-000	395.09
			7031571-TAX		PARKS- HARDWARE SUPPLIES	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157190	7/14/2016	025906 HOME DEPOT	(Continued)			
				015790	100-6150-6205-2301-0000-000	4.00
<b>Total :</b>						<b>1,801.78</b>
157191	7/14/2016	025906 HOME DEPOT	3026672		BM- HARDWARE SUPPLIES	
			3035494	054182	605-6150-6211-2250-6217-000	103.29
			4022800	054182	BM- HARDWARE SUPPLIES	
			4035160	054182	605-6150-6211-2250-6205-000	53.46
				054182	BM- HARDWARE SUPPLIES	
				054180	605-6150-6211-2250-6205-000	70.42
				054180	COMMU SVCS- HARDWARE SUPPLIES	
			7561150	054180	100-6200-6209-2301-0000-000	189.32
			7971459	054180	100-6200-6218-2250-0000-000	181.41
				054180	COMM SVCS- HARDWARE SUPPLIES	
				054180	605-6150-6211-2250-6213-000	43.13
				054180	COMM SVCS- HARDWARE SUPPLIES	
			844469129001	054180	100-6200-6214-2301-0000-000	326.53
			845946439001	054181	ELEC- HARDWARE SUPPLIES	
				054181	520-8000-8002-2300-0921-000	39.95
				054181	ELEC- HARDWARE SUPPLIES	
				054181	526-8000-8035-2350-0923-000	46.45
			8971386	054181	520-8000-8001-2300-0921-000	8.38
				054181	ELEC- HARDWARE SUPPLIES	
			9016066	054181	520-8000-8004-2301-0921-000	128.72
				054181	ELEC- HARDWARE SUPPLIES	
			9016092	054181	520-8000-8002-2300-0921-000	23.79
				054180	C. CARE- HARDWARE SUPPLIES	
				054180	206-7200-7202-2301-0000-000	15.09
<b>Total :</b>						<b>1,229.94</b>
157192	7/14/2016	000164 HUB CONST SPECIALTIES, INC	B02010609		W- MAINTENANCE MATERIALS	
				054187	521-8100-8101-2301-0000-000	38.97
			B03001471		W- MAINTENANCE MATERIAL	
				054187	521-8100-8101-2301-0000-000	125.57
<b>Total :</b>						<b>164.54</b>
157193	7/14/2016	016765 HYDRO SCAPE	76155015		PARKS- LANDSCAPING SUPPLIES	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157193	7/14/2016	016765 HYDRO SCAPE	(Continued)			
				054188	100-6150-6205-2301-0000-000	166.85
			76222430		LLMD- LANDSCAPING SUPPLIES	
				054188	702-6150-6210-2301-0000-000	394.27
			76223007		LLMD- LANDSCAPING SUPPLIES	
				054188	702-6150-6210-2301-0000-000	234.90
			76233944		PARKS- LANDSCAPING SUPPLIES	
				054188	100-6150-6205-2301-0000-000	1,376.16
					<b>Total :</b>	<b>2,172.18</b>
157194	7/14/2016	060351 IMAGE WEST	207		COMM SVCS- HALL OF FAME PLAQUE:	
					100-6200-6214-2301-0000-000	48.60
					<b>Total :</b>	<b>48.60</b>
157195	7/14/2016	093769 INDUSTRIAL RUBBER & SUPPLY LLC	29256		WW- FITTINGS & HOSES	
				015704	522-8200-8200-2255-0000-000	48.06
					<b>Total :</b>	<b>48.06</b>
157196	7/14/2016	093706 INSITUFORM TECHNOLOGIES LLC	200282-2		WW- SEWER LINING PROJECT	
				016246	522-8200-8206-3890-0000-000	29,207.75
					<b>Total :</b>	<b>29,207.75</b>
157197	7/14/2016	094022 JACOBSEN SOUTHERN CALIFORNIA	90077932		WW- GOLF CARTS	
				016336	522-8200-8200-4910-0000-000	14,249.20
					522-8200-8200-4910-0000-000	1,139.94
					<b>Total :</b>	<b>15,389.14</b>
157198	7/14/2016	cbc0888 JENNINGS, THAD	00261260		CLOSING BILL CREDIT	
					520-2450-232	59.54
					<b>Total :</b>	<b>59.54</b>
157199	7/14/2016	cbc0886 JOHNSON, GLENIECE	00461144		CLOSING BILL CREDIT	
					520-2450-232	83.84
					<b>Total :</b>	<b>83.84</b>
157200	7/14/2016	cbc0895 JOHNSON, PATRINA	00780650		CLOSING BILL CREDIT	
					520-2450-232	83.40

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157200	7/14/2016	cbc0895 cbc0895 JOHNSON, PATRINA	(Continued)			<b>Total : 83.40</b>
157201	7/14/2016	003770 JONES CHEMICALS, INC	688723	054192	WW- CHEMICAL SUPPLIES	2,308.71
			688724	054192	522-8200-8200-2255-0000-000 W- CHEMICAL SUPPLIES	2,370.23
			6895925	054192	521-8100-8101-2308-0000-000 WW- CHEMICAL SUPPLIES	4,603.44
			691050	054192	522-8200-8200-2255-0000-000 W- CHEMICAL SUPPLIES	2,303.09
			691808	054192	521-8100-8101-2308-0000-000 WW- CHEMICAL SUPPLIES	3,042.99
			691815	054192	522-8200-8200-2255-0000-000 W- CHEMICAL SUPPLIES	1,609.02
			692889	054192	521-8100-8101-2308-0000-000 W- CHEMICAL SUPPLIES	2,739.44
					<b>Total :</b>	<b>18,976.92</b>
157202	7/14/2016	cbc0893 JOSEPH, DESIREE	00170405		CLOSING BILL CREDIT 520-2450-232	132.92
					<b>Total :</b>	<b>132.92</b>
157203	7/14/2016	092166 K H METALS AND SUPPLY	0340650-IN	054193	WW- HARDWARE SUPPLIES	119.22
			0354083-IN	054193	522-8200-8200-2255-0000-000 WW- HARDWARE SUPPLIES	183.51
			0354896-IN	054193	522-8200-8200-2255-0000-000 ELEC- HARDWARE SUPPLIES	197.99
					<b>Total :</b>	<b>500.72</b>
157204	7/14/2016	093997 KELLER MCINTYRE & ASSOCIATES	1134	016231	W & WW- SECURING FEDERAL FUNDS	2,151.02
				016231	521-8100-8101-2350-0000-000	2,151.02
				016231	522-8200-8200-2350-0000-000	2,151.01
					<b>Total :</b>	<b>6,453.05</b>
157205	7/14/2016	001947 KRIEGER & STEWART	39408		W- DESIGN ENGINEERING	

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157205	7/14/2016	001947 KRIEGER & STEWART	(Continued)			
				014684	521-8100-8104-3890-0000-000	9,848.90
					<b>Total :</b>	<b>9,848.90</b>
157206	7/14/2016	093456 KROGER	0416049987		C. CARE- SUPPLIES - PRESCHOOL 206-7200-7203-2305-0000-000	213.66
			0516050174		C. CARE- SUPPLIES - PRESCHOOL 206-7200-7203-2305-0000-000	200.95
			0516050243		C.CARE- SUPPLIES- SCHOOL AGE PROGRAM 206-7200-7202-2305-0000-000	111.28
			0516050509		C. CARE- SUPPLIES- SCHOOL AGE PROGRAM 206-7200-7202-2305-0000-000	62.67
					<b>Total :</b>	<b>588.56</b>
157207	7/14/2016	046215 KUSTOM IMPRINTS	22295		COMM SVCS- STAFF HATS 100-6200-6202-1170-0000-000	342.89
			22382	015662	COMM SVCS- DRAWSTRING BAGS 100-6200-6250-1170-0000-000	459.30
			22383	015662	COMM SVCS- DRAWSTRING BAGS 100-6200-6250-1170-0000-000	451.89
			22394	015662	COMM SVCS- STAFF T-SHIRTS 206-7200-7202-1170-0000-000	413.99
				015662	206-7200-7203-1170-0000-000	579.58
				015662	206-7200-7204-1170-0000-000	41.40
			22396	015662	COMM SVCS- FOLDABLE FANS 100-6200-6250-1170-0000-000	401.00
			22397	015662	COMM SVCS- JUMP ROPES 100-6200-6250-1170-0000-000	833.60
					<b>Total :</b>	<b>3,523.65</b>
157208	7/14/2016	023087 LAKESHORE LIFESKILLS	3273650616		C. CARE- EDUCATIONAL MATERIAL 206-7200-7203-2304-0000-000	77.36
				054194		<b>Total :</b> 77.36
157209	7/14/2016	cbc0877 LEWIS, MARVIN J.	00510855		CLOSING BILL CREDIT 520-2450-232	52.72

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157209	7/14/2016	cbc0877 cbc0877 LEWIS, MARVIN J.	(Continued)			Total : 52.72
157210	7/14/2016	032193 LEXIS-NEXIS	1630501-20160630	015685	PD- ADVANCED INVESTIGATIONS 100-6070-6071-2350-0000-000	555.90 Total : 555.90
157211	7/14/2016	042327 LIFE ASSIST	755526 757202	015435 015435	FIRE- MEDICAL SUPPLIES 100-6090-6091-2301-0000-000 FIRE- MEDICAL SUPPLIES 100-6090-6091-2301-0000-000	4,522.06 1,805.83 Total : 6,327.89
157212	7/14/2016	093595 LINKO DATA SYSTEMS INC.	4568	015961	VW- SUPPORT PLAN 522-8200-8200-2350-0000-000	1,480.00 Total : 1,480.00
157213	7/14/2016	041927 LOU'S TIRE SERVICE	79550 80030 80068 80129	054196 054196 054196 054196	AUTOMOTIVE TIRES 210-6150-6160-2210-0000-000 AUTOMOTIVE TIRES 520-8000-8003-2210-0933-000 AUTOMOTIVE TIRES 608-6150-8700-2210-8000-000 AUTOMOTIVE TIRES 608-6150-8700-2210-8000-000	34.00 179.54 361.24 18.00 Total : 592.78
157214	7/14/2016	060413 LUEVANO, ALBERT	REBATE- TOILET		WATER CONSERVATION REBATE 521-8100-8110-2041-0000-000	200.00 Total : 200.00
157215	7/14/2016	093887 LUTHER'S TRUCK & EQUIPMENT	37851	015624	ELEC- PARTS FOR TRUCK ENGINES 608-6150-8700-2210-8000-000	412.99 Total : 412.99
157216	7/14/2016	pc08 MAGTURO, SOLOMON	PC-FINANCE-07/13/16		FIN- PETTY CASH REPLENISHMENT 100-6300-6302-2280-0000-000	20.00 Total : 20.00

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157217	7/14/2016	cbc0889 MALCOLM, NOVELETTE	00390275		CLOSING BILL CREDIT 520-2450-232	140.36
<b>Total :</b>						<b>140.36</b>
157218	7/14/2016	cbc0883 MCDANIELS, GOLDIE	00882765		CLOSING BILL CREDIT 520-2450-232	16.01
<b>Total :</b>						<b>16.01</b>
157219	7/14/2016	cbc0885 MENDOZA, VICTOR	00891850		CLOSING BILL CREDIT 520-2450-232	165.14
<b>Total :</b>						<b>165.14</b>
157220	7/14/2016	041081 MISSION LINEN SUPPLY & UNIFORM	502650453		PURCH- UNIFORM RENTAL SERVICES	
			502689192	054197	100-6040-6043-1170-0000-000	31.89
			502689194	054197	PURCH- UNIFORM RENTAL SERVICES 100-6040-6043-1170-0000-000	31.89
			502689196	054197	ST- UNIFORM RENTAL SERVICES 210-6150-6160-1170-0000-000	6.48
			502689197	054197	ST- UNIFORM RENTAL SERVICES 210-6150-6160-1170-0000-000	67.95
			502689198	054197	PARKS- UNIFORM RENTAL SERVICES 100-6150-6205-1170-0000-000	74.98
			502734597	054197	LLMD- UNIFORM RENTAL SERVICES 701-6150-6220-1170-0000-000	15.84
			502734599	054197	PURCH- UNIFORM RENTAL SERVICES 100-6040-6043-1170-0000-000	32.24
			502734601	054197	ST- UNIFORM RENTAL SERVICES 210-6150-6160-1170-0000-000	6.48
			502734602	054197	ST- UNIFORM RENTAL SERVICES 210-6150-6160-1170-0000-000	67.95
			502734603	054197	PARKS- UNIFORM RENTAL SERVICES 100-6150-6205-1170-0000-000	74.98
			502780104	054197	LLMD- UNIFORM RENTAL SERVICES 701-6150-6220-1170-0000-000	15.84
				054197	PURCH- UNIFORM RENTAL SERVICES 100-6040-6043-1170-0000-000	31.89

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157220	7/14/2016	041081	041081 MISSION LINEN SUPPLY & UNIFORM	(Continued)		<b>Total : 458.41</b>
157221	7/14/2016	041081	MISSION LINEN SUPPLY & UNIFORM			
			502540376	015582	BM- RUG RENTAL SERVICE	31.11
			502724062		605-6150-6211-2250-6211-000	
				015582	BM- RUG RENTAL SERVICE	31.11
			502770974		605-6150-6211-2250-6211-000	
				015582	BM- RUG RENTAL SERVICE	31.11
					605-6150-6211-2250-6211-000	
					<b>Total :</b>	<b>93.33</b>
157222	7/14/2016	093985	MR. ECO			
			1092		ELEC- PERFORMANCES- SCHOOLS	
				016023	225-6020-1325-2306-0000-000	2,430.00
					<b>Total :</b>	<b>2,430.00</b>
157223	7/14/2016	093781	NBS GOVERNMENT FINANCE GROUP			
			416000124		W- PROF SVCS- WATER RATE STUDY	
				015782	521-8100-8101-2350-0000-000	11,457.50
			51600098		W- PROF SVCS- WATER RATE STUDY	
				015782	521-8100-8101-2350-0000-000	786.25
					<b>Total :</b>	<b>12,243.75</b>
157224	7/14/2016	cbc0898	NEAVES, ALMA			
			00261120		CLOSING BILL CREDIT	
					520-2450-232	7.83
					<b>Total :</b>	<b>7.83</b>
157225	7/14/2016	093220	NESTLE WATERS NORTH AMERICA			
			16F0021202460		FIRE- BOTTLE WATER SERVICES	
				054155	100-6090-6091-2301-0000-000	215.96
					<b>Total :</b>	<b>215.96</b>
157226	7/14/2016	014668	NORTHSIDE VETERINARY CLINIC			
			382583160		PD- VETERINARY SERVICES	
				015546	100-6070-6071-2350-0000-000	114.90
					<b>Total :</b>	<b>114.90</b>
157227	7/14/2016	000681	OCLC, INC			
			0000470494		LIB- OCLC TCP/IP ACCESS	
				015424	100-6200-6250-2302-0000-000	48.45
					<b>Total :</b>	<b>48.45</b>
157228	7/14/2016	045033	OFFICE DEPOT			
			844142594001		FIRE- OFFICE SUPPLIES	
				054199	100-6090-6092-2300-0000-000	447.01

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157228	7/14/2016	045033 OFFICE DEPOT	(Continued)			
			845317650002	054199	COMM SVCS- OFFICE SUPPLIES 100-6200-6202-2354-0000-000	20.51
			845317650003	054199	COMM SVCS- OFFICE SUPPLIES 100-6200-6202-2354-0000-000	16.17
			845364586001	054199	COUNCIL- OFFICE SUPPLIES 100-6000-6000-2300-0000-000	59.98
			845425761001	054199	COUNCIL- OFFICE SUPPLIES 100-6000-6000-2300-0000-000	102.08
			845425803001	054199	COUNCIL- OFFICE SUPPLIES 100-6000-6000-2300-0000-000	49.31
			845439799001	054199	W- OFFICE SUPPLIES 521-8300-8300-2300-0000-000	415.91
			845511502001	054199	FIRE- OFFICE SUPPLIES 100-6090-6092-2300-0000-000	248.29
			845665063001	054199	DEV SVCS- OFFICE SUPPLIES 100-6300-6301-2300-0000-000	271.07
			845666388001	054199	DEV SVCS- OFFICE SUPPLIES 100-6300-6301-2300-0000-000	84.87
			845686116001	054199	PD- OFFICE SUPPLIES 100-6070-6071-2300-0000-000	20.40
			845686244001	054199	PD- OFFICE SUPPLIES 100-6070-6071-2300-0000-000	431.98
			845952565001	054199	DEV SVCS- OFFICE SUPPLIES 100-6300-6301-2300-0000-000	78.28
			846594078001	054199	FIRE- OFFICE SUPPLIES 100-6090-6092-2300-0000-000	69.60
			846658153001	054199	COMM SVCS- OFFICE SUPPLIES 100-6200-6202-2301-0000-000	144.48
				054199	100-6200-6250-2302-0000-000	389.53
				054199	100-6200-6213-2301-0000-000	80.12
			846658185001	054199	COMM SVCS- OFFICE SUPPLIES 100-6200-6213-2301-0000-000	27.19
			846882678001	054199	PD- OFFICE SUPPLIES 100-6070-6071-2300-0000-000	86.62
			846938974001	054199	FIRE- CREDIT 100-6090-6092-2300-0000-000	-447.01

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157228	7/14/2016	045033 OFFICE DEPOT	(Continued)			
			847043323001	054199	COMM SVCS- OFFICE SUPPLIES 100-6200-6218-2300-0000-000	336.79
			847043664001	054199	COMM SVCS- OFFICE SUPPLIES 100-6200-6218-2300-0000-000	7.01
			847043667001	054199	COMM SVCS- OFFICE SUPPLIES 100-6200-6218-2300-0000-000	9.17
			847043668001	054199	COMM SVCS- OFFICE SUPPLIES 100-6200-6218-2300-0000-000	27.05
			847173333001	054199	COMM SVCS- OFFICE SUPPLIES 100-6200-6250-2302-0000-000	195.35
			847366596001	054199	COMM SVCS- OFFICE SUPPLIES 100-6200-6217-2300-0000-000	421.10
			847366729001	054199	COMM SVCS- OFFICE SUPPLIES 100-6200-6201-2301-0000-000	185.22
			84736673001	054199	COMM SVCS- OFFICE SUPPLIES 100-6200-6217-2300-0000-000	11.33
			847366731001	054199	COMM SVCS- OFFICE SUPPLIES 100-6200-6217-2300-0000-000	6.87
			847373679001	054199	FIRE- OFFICE SUPPLIES 100-6090-6092-2300-0000-000	58.09
			848057339001	054199	COUNCIL- OFFICE SUPPLIES 100-6000-6000-2300-0000-000	105.27
			848076704001	054199	COMM SVCS- OFFICE SUPPLIES 100-6200-6217-2300-0000-000	45.76
<b>Total :</b>						<b>4,005.40</b>
157229	7/14/2016	092396 ONE SOURCE DISTRIBUTORS	S5157657.001	016445	INV- HARDWARE SUPPLIES 100-1500-000	27.00
					100-1500-000	2.16
			S5157657.002	016445	INV- HARDWARE SUPPLIES 100-1500-000	119.25
					100-1500-000	9.54
			S5157657.003	016445	INV- HARDWARE SUPPLIES 100-1500-000	108.00
					100-1500-000	8.64

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157229	7/14/2016	092396 092396 ONE SOURCE DISTRIBUTORS	(Continued)			Total : 274.59
157230	7/14/2016	059838 OPTIMUM, INC.	REFUND		REFUND STREET CUT PERMIT 762-2360-000	250.00 Total : 250.00
157231	7/14/2016	045075 ORIGINAL MOWBRAY'S TREE	17374	016416	W- TREE TRIMMING SERVICE 521-8100-8110-2350-0000-000	3,160.00
			17392	016234	PW- TREE TRIMMING SERVICES 100-6150-6160-2350-0000-000	1,512.00
			17393	012560	ELEC- TREE TRIMMING 520-8000-8004-2350-0923-000	7,056.00
			17439	016416	W- TREE TRIMMING SERVICE 521-8100-8110-2350-0000-000	1,800.00 Total : 13,528.00
157232	7/14/2016	094036 OVIVO USA, LLC	8468	016397	VW- MAINTENANCE SERVICE 522-8200-8200-2350-0000-000 522-8200-8200-2350-0000-000	21,250.00 1,700.00 Total : 22,950.00
157233	7/14/2016	093839 P & P UNIFORMS	404919/4	054200	PD- UNIFORM (R. VALENCIA) 100-6070-6071-1170-0000-000	158.09
			405002/4	054200	PD- GEAR (M. VERHULST) 100-6070-6071-1180-0000-000	20.52 Total : 178.61
157234	7/14/2016	001712 PACIFIC ALARM SERVICE	R118713	054225	BM- ALARM SERVICE 605-6150-6211-2250-6213-000	175.00
			R118714	054225	BM- ALARM SERVICES 605-6150-6211-2250-6091-000	53.50
			R118715	054225	BM- ALARM SERVICE 605-6150-6211-2250-6218-000	124.00
			R120418	054225	BM- ALARM SERVICE 605-6150-6211-2250-8001-000	76.00
			R120419	054225	BM- ALARM SERVICES 605-6150-6211-2250-8001-000	41.50

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157234	7/14/2016	001712	PACIFIC ALARM SERVICE (Continued)			
			R120420		BM- ALARM SERVICE	
				054225	605-6150-6211-2250-8001-000	134.00
			R120421		BM- ALARM SERVICES	
				054225	605-6150-6211-2250-8001-000	86.00
			R120422		BM- ALARM SERVICES	
				054225	605-6150-6211-2250-6211-000	162.00
			R120423		BM- ALARM SERVICES	
				054225	605-6150-6211-2250-6211-000	61.50
				054225	605-6150-6211-2250-8101-000	61.50
			R120424		BM- ALARM SERVICE	
				054225	605-6150-6211-2250-6211-000	59.00
			R120425		BM- ALARM SERVICES	
				054225	605-6150-6211-2250-8001-000	111.00
			R120426		BM- ALARM SERVICES	
				054225	605-6150-6211-2250-8001-000	210.00
			R120427		BM- ALARM SERVICES	
				054225	605-6150-6211-2250-6211-000	43.50
			R120428		BM- ALARM SERVICE	
				054225	605-6150-6211-2250-6211-000	164.50
			R120429		BM- ALARM SERVICES	
				054225	605-6150-6211-2250-8001-000	88.00
			R120431		ALARM SERVICES	
				054225	605-6150-6211-2250-6071-000	58.00
			R120432		BM- ALARM SERVICES	
				054225	605-6150-6211-2250-6071-000	48.50
			R120433		BM- ALARM SERVICES	
				054225	605-6150-6211-2250-6071-000	39.50
			R120434		BM- ALARM SERVICES	
				054225	605-6150-6211-2250-6071-000	92.50
			R120435		ALARM SERVICES	
				054225	605-6150-6211-2250-6071-000	38.50
					<b>Total :</b>	<b>1,928.00</b>
157235	7/14/2016	003293	PADILLA, CAROLINA R			
			EXEC MED 15/16		C. CLERK- MEDICAL EXPENSE REIMBL	
					100-6010-6010-1100-0000-000	100.00

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157235	7/14/2016	003293 003293 PADILLA, CAROLINA R	(Continued)			Total : 100.00
157236	7/14/2016	092540 PRAXAIR DISTRIBUTION	55350891	015523	ELEC- VARIOUS GASES 520-8000-8009-2225-0548-000	124.20 Total : 124.20
157237	7/14/2016	014316 PRUDENTIAL OVERALL SUPPLY	22264674	054229	ELEC- UNIFORM RENTAL SERVICES 520-8000-8009-2225-0548-000	58.35
			22265971	054229	ELEC- UNIFORM RENTAL SERVICES 520-8000-8004-1170-0926-000	253.45
			22265972	054229	520-8000-8002-2301-0921-000	5.30
			22268839	054229	ELEC- UNIFORM RENTAL SERVICES 520-8000-8003-1170-0926-000	106.70
				054229	ELEC- UNIFORM RENTAL SERVICES 520-8000-8009-2225-0548-000	58.35 Total : 482.15
157238	7/14/2016	033502 RANCHO READY MIX	83462	054204	PW- CONCRETE PRODUCTS 248-6200-6205-3890-0000-000	346.68 Total : 346.68
157239	7/14/2016	093905 RIGHT OF WAY INC.	22626	054205	ST- TRAFFIC CONTROL EQUIPMENT 210-6150-6160-2301-0000-000	738.48 Total : 738.48
157240	7/14/2016	093905 RIGHT OF WAY INC.	22730	015583	ST- TRAFFIC CONTROL MATERIALS 210-6150-6160-2301-0000-000	68.13 Total : 68.13
157241	7/14/2016	093911 RIVERSIDE COUNTY DEPARTMENT OF	AN0000000787	015539	PD- ANIMAL SHELTER SERVICE 100-6070-6071-2350-0000-000	15,053.00 Total : 15,053.00
157242	7/14/2016	003162 RIVERSIDE HIGHLAND WATER CO	01014-01- 06/16		W- ASSESSMENT FEES 521-8100-8101-2331-0000-000	474.48 Total : 474.48
157243	7/14/2016	cbc0880 RIVERSIDE PROPERTY MNGT	00361275		CLOSING BILL CREDIT	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157243	7/14/2016	cbc0880 RIVERSIDE PROPERTY MNGT	(Continued)		520-2450-232	90.72
					<b>Total :</b>	<b>90.72</b>
157244	7/14/2016	cbc0896 ROBLES, BREANNA	00580555		CLOSING BILL CREDIT 520-2450-232	27.30
					<b>Total :</b>	<b>27.30</b>
157245	7/14/2016	002041 SAN BERNARDINO & RIVERSIDE CTY	85285	015441	FIRE- EXTINGUISHER SERVICE 100-6090-6091-2240-0000-000	534.84
					<b>Total :</b>	<b>534.84</b>
157246	7/14/2016	014714 SAN BERNARDINO VALLEY	2920 2928		WW- FIXED PIPELINE CAPACITY FEE 522-8200-8200-2651-0000-000 WW- FIXED PIPELINE CAPACITY FEE 522-8200-8200-2651-0000-000	31,221.18 31,221.18
					<b>Total :</b>	<b>62,442.36</b>
157247	7/14/2016	093293 SCHWEITZER ENGINEERING LABORAT	INV-000012403	016360	ELEC- RELAYS AND SWITHES 520-8000-8003-4930-0101-000 520-8000-8003-4930-0101-000	14,600.00 1,168.00
					<b>Total :</b>	<b>15,768.00</b>
157248	7/14/2016	093642 SHRED-IT USA INC.	9411127997	015549	PD- DOCUMENT DESTRUCTION SVC 100-6070-6071-2350-0000-000	124.62
					<b>Total :</b>	<b>124.62</b>
157249	7/14/2016	093099 SKAPIK LAW GROUP	CLT-003M-46 CLT-006M-22		W- LEGAL SERVICES- GROUNDWATER 521-8100-8101-2350-0000-000 LEGAL SERVICES- I-215/MT VERNON 100-6050-6050-2350-0000-000	6,637.50 154.40
					<b>Total :</b>	<b>6,791.90</b>
157250	7/14/2016	cbc0897 SLM SHUTTLE	019712585		CLOSING BILL CREDIT 520-2450-232	169.96
					<b>Total :</b>	<b>169.96</b>
157251	7/14/2016	000224 SMART AND FINAL IRIS CO	06/24/16		COMM SVCS- SUPPLIES-DAY CAMP	

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157251	7/14/2016	000224 SMART AND FINAL IRIS CO	(Continued)			
				054208	100-6200-6209-2301-0000-000	241.09
			161099		COMM SVCS- SUPPLIES- TEEN CENTER	
				054208	100-6200-6218-2301-0000-000	87.12
			161485		COMM SVCS- SUPPLIES	
				054208	100-6200-6212-2301-0000-000	322.38
				054208	100-6200-6215-2301-0000-000	60.10
			161777		COMM SVCS- SUPPLIES	
				054208	100-6200-6215-2301-0000-000	22.37
			164002		COMM SVCS- SUPPLIES- DAY CAMP	
				054208	100-6200-6209-2301-0000-000	94.70
					<b>Total :</b>	<b>827.76</b>
157252	7/14/2016	093734 SMART LEVELS MEDIA MAILING & P	270846		COMM SVCS- MARKETING MATERIALS	
				015556	100-6200-6212-2354-0000-000	242.54
				015556	100-6200-6215-2354-0000-000	39.23
			271079		COMM SVCS- MARKETING MATERIALS	
				015556	100-6200-6212-2354-0000-000	15.36
				015556	100-6200-6214-2354-0000-000	35.61
					<b>Total :</b>	<b>332.74</b>
157253	7/14/2016	045634 SMOTHERS APPRAISAL	15029		ECON DEV- APPRAISAL SERVICES	
				016492	100-6300-9050-2350-0000-000	3,000.00
			16020		CM- APPRAISAL SERVICES	
				016479	100-6020-6020-2350-0000-000	2,500.00
					<b>Total :</b>	<b>5,500.00</b>
157254	7/14/2016	025294 SOUTH COAST AIR QUALITY	2959443		PW- AQMD FEE	
				016438	100-6150-6151-2241-0000-000	122.53
			2961741		PW- AQMD FEES	
				016438	100-6150-6151-2241-0000-000	122.53
					<b>Total :</b>	<b>245.06</b>
157255	7/14/2016	003758 SOUTHERN CALIFORNIA EDISON	2-20-444-9151-0716		ELEC- ELECTRIC SERVICE	
					520-8000-8006-2330-0555-700	297.12
					<b>Total :</b>	<b>297.12</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157256	7/14/2016	000234 SQUIRES LUMBER COMPANY	308585		BM- MAINTENANCE MATERIAL	
				054212	605-6150-6211-2250-6091-000	4.58
			308608		BM- MAINTENANCE MATERIAL	
				054212	605-6150-6211-2250-6091-000	42.66
			308682		BM- MAINTENANCE MATERIAL	
				054212	605-6150-6211-2250-6091-000	56.12
			308696		BM- MAINTENANCE MATERIAL	
				054212	605-6150-6211-2250-6091-000	9.17
			308731		BM- MAINTENANCE MATERIAL	
				054212	605-6150-6211-2250-6217-000	10.48
			308774		BM- MAINTENANCE MATERIAL	
				054212	605-6150-6211-2250-6217-000	21.56
			308789		BM- MAINTENANCE MATERIAL	
				054212	605-6150-6211-2250-6091-000	10.28
			308831		BM- MAINTENANCE MATERIAL	
				054212	605-6150-6211-2250-6091-000	137.06
			308908		BM- MAINTENANCE MATERIAL	
				054212	605-6150-6211-2250-6091-000	4.85
			308909		BM- MAINTENANCE MATERIAL	
				054212	605-6150-6211-2250-6091-000	23.75
			308938		BM- MAINTENANCE MATERIAL	
				054212	605-6150-6211-2250-6091-000	6.57
			308940		BM- MAINTENANCE MATERIAL	
				054212	605-6150-6211-2250-6160-000	2.57
			308942		BM- MAINTENANCE MATERIAL	
				054212	605-6150-6211-2250-6211-000	1.08
				054212	605-6150-6211-2250-8101-000	1.07
			308960		BM- MAINTENANCE MATERIAL	
				054212	605-6150-6211-2250-6091-000	35.93
			308975		BM- MAINTENANCE MATERIAL	
				054212	605-6150-6211-2250-6091-000	14.10
			308977		BM- MAINTENANCE MATERIAL	
				054212	605-6150-6211-2250-6211-000	53.18
			308986		BM- MAINTENANCE MATERIAL	
				054212	605-6150-6211-2250-6211-000	82.87
			308997		BM- MAINTENANCE MATERIAL	
				054212	605-6150-6211-2250-6212-000	15.09

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157256	7/14/2016	000234 SQUIRES LUMBER COMPANY	(Continued) 308998		BM- MAINTENANCE MATERIAL 605-6150-6211-2250-6091-000	18.35
			309007	054212	BM- MAINTENANCE MATERIAL 605-6150-6211-2250-6212-000	50.68
			309153	054212	BM- MAINTENANCE MATERIAL 605-6150-6211-2250-6071-000	20.51
			309197	054212	COMM SVCS- MAINTENANCE MATERIAL 100-6200-6218-2301-0000-000	44.05
			309204	054212	C. CARE- MAINTENANCE MATERIAL 206-7200-7203-2301-0000-000	51.41
			309329	054212	C. CARE- MAINTENANCE MATERIAL 206-7200-7203-2301-0000-000	8.63
			309348	054212	COMM SVCS- MAINTENANCE MATERIAL 100-6200-6209-2301-0000-000	100.38
					<b>Total :</b>	<b>826.98</b>
157257	7/14/2016	000234 SQUIRES LUMBER COMPANY	309045		ST- MAINTENANCE MATERIAL 210-6150-6160-2301-0000-000	42.07
			309069	015835	ST- MAINTENANCE MATERIAL 210-6150-6160-2301-0000-000	37.23
			309070	015835	ST- MAINTENANCE MATERIAL 210-6150-6160-2301-0000-000	9.27
			309152	015835	ST- MAINTENANCE MATERIAL 210-6150-6160-2301-0000-000	16.20
					<b>Total :</b>	<b>104.77</b>
157258	7/14/2016	094041 STAGERIGHT CORPORATION	R118160		COMM SVCS- FOLDABLE RISERS 100-6200-6214-2301-0000-000	6,114.00
				016462	100-6200-6214-2301-0000-000	425.60
					<b>Total :</b>	<b>6,539.60</b>
157259	7/14/2016	060095 STYLIANIDES, JOHN	REBATE- DISHWASHER		WATER CONSERVATION REBATE 521-8100-8110-2041-0000-000	75.00
					<b>Total :</b>	<b>75.00</b>
157260	7/14/2016	024139 SUN BADGE CO	368319		PD- BADGE REPAIRS	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157260	7/14/2016	024139 SUN BADGE CO	(Continued)			
				015547	100-6070-6071-2350-0000-000	181.64
					<b>Total :</b>	<b>181.64</b>
157261	7/14/2016	cbc#6718 SUPERIOR PROPERTY MANAGEMENT	00383010		CLOSING BILL CREDIT 520-2450-232	102.50
					<b>Total :</b>	<b>102.50</b>
157262	7/14/2016	092896 SWANK MOTION PICTURES INC.	2195558		COMM SVCS- DVD RENTAL 100-6200-6202-2241-0000-000	325.00
				016322		325.00
					<b>Total :</b>	<b>325.00</b>
157263	7/14/2016	002964 THE COUNSELING TEAM	31249		HR- COUNSELING SERVICES 100-6030-6030-2350-0000-000	720.00
			31321	054163	HR- PSYCHOLOGICAL ASSESSMENT 100-6030-6030-2342-0000-000	250.00
				054163		250.00
					<b>Total :</b>	<b>970.00</b>
157264	7/14/2016	045823 THOMPSON COBURN LLP	MAY 16		ELEC- LEGAL SERVICES- FERC 520-8000-8001-2350-0923-000	5,876.35
				015759		5,876.35
					<b>Total :</b>	<b>5,876.35</b>
157265	7/14/2016	cbc0882 TRICE, JOSIAH	00461132		CLOSING BILL CREDIT 520-2450-232	3.22
					<b>Total :</b>	<b>3.22</b>
157266	7/14/2016	cbc0881 TRUEX, JUSTIN	00270425		CLOSING BILL CREDIT 520-2450-232	220.43
					<b>Total :</b>	<b>220.43</b>
157267	7/14/2016	003123 UNITED PARCEL SERVICE	0000A4V827266		ELEC- SHIPPING SERVICES 520-8000-8003-2301-0921-000	62.08
				054218		62.08
					<b>Total :</b>	<b>62.08</b>
157268	7/14/2016	cbc0878 URIBE, MARIAH	00970745		CLOSING BILL CREDIT 520-2450-232	45.31
					<b>Total :</b>	<b>45.31</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157269	7/14/2016	093999 VERIZON BUSINESS SOLUTIONS	69809699	016043	PD- T-1 DEDICATED LINE 100-6070-6071-2310-0000-000	1,033.22
<b>Total :</b>						<b>1,033.22</b>
157270	7/14/2016	036062 VERIZON CALIFORNIA	8845048-0616	015625	ELEC- MODEM CHARGES-REMOTE METERS 520-8000-8024-2310-0930-200	50.36
<b>Total :</b>						<b>50.36</b>
157271	7/14/2016	093406 VERIZON WIRELESS	9765644077	054219	AUTO- CELLULAR SERVICES 608-6150-8700-2310-0000-000	11.30
			9765644078	054219	ST- CELLULAR SERVICES 210-6150-6160-2310-0000-000	187.82
			9765644083	054219	PW- CELLULAR SERVICES 100-6150-6151-2310-0000-000	396.07
			9765644085	054219	PARKS- CELLULAR SERVICES 100-6150-6205-2310-0000-000	157.48
			9765644087	054219	BM- CELLULAR SERVICES 605-6150-6211-2310-0000-000	65.03
			9766242575	054219	ELEC- CELLULAR SERVICES 520-8000-8001-2310-0930-200	456.12
			9767283971	054219	PD- CELLULAR SERVICES 100-6070-6071-2310-0000-000	1,289.13
			9767283972	054219	ELEC- CELLULAR SERVICES 520-8000-8001-2310-0930-200	494.49
			9767283973	054219	FIRE- CELLULAR SERVICES 100-6090-6091-2310-0000-000	2.20
			9767283976	054219	ELEC- CELLULAR SERVICES 520-8000-8001-2310-0930-200	288.60
			9767283977	054219	ELEC- CELLULAR SERVICES 520-8000-8001-2310-0930-200	569.03
			9767283978	054219	ELEC- CELLULAR SERVICES 520-8000-8009-2225-0548-000	286.46
			9767283979	054219	COMM SVCS- CELLULAR SERVICES 100-6200-6250-2310-0000-000	100.97
				054219	100-6200-6202-2310-0000-000	192.32
			9767283981	054219	PURCH- CELLULAR SERVICES 100-6040-6043-2310-0000-000	23.11

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157271	7/14/2016	093406 VERIZON WIRELESS	(Continued) 9767283986		I.S.- CELLULAR SERVICES	
				054219	606-6040-6044-2310-0000-000	175.34
			9767283987		FIRE- CELLULAR SERVICES	
				054219	100-6090-6091-2310-0000-000	143.32
			9767283989		COUNCIL- CELLULAR SERVICES	
				054219	100-6000-6000-2310-0000-000	76.02
			9767283990		COUNCIL- CELLULAR SERVICES	
				054219	100-6000-6000-2310-0000-000	165.78
			9767283991		CM- CELLULAR SERVICES	
				054219	100-6020-6020-2310-0000-000	26.65
					<b>Total :</b>	<b>5,107.24</b>
157272	7/14/2016	033501 VULCAN MATERIALS COMPANY	117103		ST- ASPHALT MATERIAL	
				015798	210-6150-6160-2301-0000-000	69.72
			71098103		ST- ASPHALT MATERIAL	
				015798	210-6150-6160-2301-0000-000	33.12
			71120009		ST- ASPHALT MATERIAL	
				015798	210-6150-6160-2301-0000-000	144.20
			71133413		ST- ASPHALT MATERIAL	
				015798	210-6150-6160-2301-0000-000	208.84
			71141725		ST- ASPHALT MATERIAL	
				015798	210-6150-6160-2301-0000-000	208.84
			71141726		ST- ASPHALT MATERIAL	
				015798	210-6150-6160-2301-0000-000	327.20
			71149807		ST- ASPHALT MATERIAL	
				015798	210-6150-6160-2301-0000-000	208.84
			71156680		ST- ASPHALT MATERIAL	
				015798	210-6150-6160-2301-0000-000	445.98
			71158486		ST- ASPHALT MATERIAL	
				015798	210-6150-6160-2301-0000-000	211.56
			71163689		ST- ASPHALT MATERIAL	
				015798	210-6150-6160-2301-0000-000	277.56
			71165363		ST- ASPHALT MATERIAL	
				015798	210-6150-6160-2301-0000-000	180.22
					<b>Total :</b>	<b>2,316.08</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157273	7/14/2016	000159 W W GRAINGER, INC	9123436694		BM- MAINTENANCE SUPPLIES	
				054221	605-6150-6211-2250-6211-000	23.39
			9127443142	054221	605-6150-6211-2250-6211-000	111.78
<b>Total :</b>						<b>135.17</b>
157274	7/14/2016	092064 WALTER'S WHOLESALE ELECTRIC	1446431-00		BM- ELECTRICAL SUPPLIES	
				054222	605-6150-6211-2250-6211-000	63.69
				054222	605-6150-6211-2250-8101-000	63.68
<b>Total :</b>						<b>127.37</b>
157275	7/14/2016	003646 WILLDAN FINANCIAL SERVICES	010-30191		CFD- ADMIN CONSULTING SERVICE	
					745-7500-7508-2350-0000-000	1,000.00
					350-7700-7705-2380-0000-000	1,000.00
			010-30858		CONTINUING DISCLOSURE	
					358-1000-1000-2380-0000-000	550.00
					890-9000-9000-2350-0000-000	1,550.00
					521-8100-8101-2350-0000-000	1,150.00
			010-30859		NOTICE OF DISCLOSURE SERVICES	
		358-1000-1000-2380-0000-000	250.00			
		350-7700-7707-2380-0000-000	250.00			
		010-30927		CONTINUING DISCLOSURE		
				100-6040-6041-2350-0000-000	475.00	
<b>Total :</b>						<b>6,225.00</b>
157276	7/14/2016	003646 WILLDAN FINANCIAL SERVICES	010-31353		CFD- PHASE 2 REMINDER LETTER	
					744-7500-7507-2380-0000-000	61.88
					745-7500-7508-2380-0000-000	46.41
			010-31354		CFD- PHASE 2 DEMAND LETTER	
					744-7500-7507-2380-0000-000	45.47
				745-7500-7508-2380-0000-000	90.94	
<b>Total :</b>						<b>244.70</b>
157277	7/14/2016	059605 ZAMORA JORRIN, SUMMER	EXEC MED 15/16		COUNCIL- MEDICAL EXP REIMBURSEMENT	
					100-6000-6000-1100-0000-000	845.00
<b>Total :</b>						<b>845.00</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157278	7/14/2016	cbc0899 ZUNIGA, LUIS	00560060		CLOSING BILL CREDIT 520-2450-232	119.88 <b>Total : 119.88</b>
12493600	6/30/2016	092133 IBERDROLA RENEWABLES, ENERGY SERVIC	34296-CLTN		ELEC- WIND ENERGY DELIVERED 520-8000-8006-2330-0555-510	21,128.67 <b>Total : 21,128.67</b>
12511800	6/30/2016	059733 COLTON SOLAR TWO, LLC	CST013		ELEC- ENERGY PURCHASED 520-8000-8006-2330-0555-540	18,386.07 <b>Total : 18,386.07</b>
12511900	6/30/2016	059733 COLTON SOLAR TWO, LLC	CS1011		ELEC- ENERGY PURCHASED 520-8000-8006-2330-0555-540	40,936.24 <b>Total : 40,936.24</b>
32227800	6/30/2016	058819 CALIFORNIA INDEPENDENT	2016062832-32753952		ELECTRIC TRANSMISSION SERVICE 520-8000-8006-2330-0555-710 520-7907-000	26.83 -10.01 <b>Total : 16.82</b>
72446900	7/11/2016	000214 PERS-PAYROLL REPORT	06/23/16-68		RETIREMENT CONTRIBUTION 762-2080-000	131,632.24 <b>Total : 131,632.24</b>
72447000	7/11/2016	000214 PERS-PAYROLL REPORT	06/23/16- 69		RETIREMENT CONTRIBUTION 762-2080-000	29,245.29 <b>Total : 29,245.29</b>
72447100	7/11/2016	000214 PERS-PAYROLL REPORT	06/23/16- 70		RETIREMENT CONTRIBUTION 762-2080-000	38,615.06 <b>Total : 38,615.06</b>
72447200	7/11/2016	000214 PERS-PAYROLL REPORT	06/23/16- 25056		RETIREMENT CONTRIBUTION 762-2080-000	5,427.43 <b>Total : 5,427.43</b>
72447300	7/11/2016	000214 PERS-PAYROLL REPORT	06/23/16- 25057		RETIREMENT CONTRIBUTION	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
72447300	7/11/2016	000214 PERS-PAYROLL REPORT	(Continued)		762-2080-000	6,141.69
					<b>Total :</b>	<b>6,141.69</b>
72447400	7/11/2016	000214 PERS-PAYROLL REPORT	06/23/16- 26038		RETIREMENT CONTRIBUTION 762-2080-000	22,250.37
					<b>Total :</b>	<b>22,250.37</b>
72447500	7/11/2016	000214 PERS-PAYROLL REPORT	06/23/16- 15025		RETIREMENT CONTRIBUTION 762-2080-000	1,721.28
					<b>Total :</b>	<b>1,721.28</b>
72447600	7/11/2016	000214 PERS-PAYROLL REPORT	06/23/16- 15026		RETIREMENT CONTRIBUTION 762-2080-000	6,418.98
					<b>Total :</b>	<b>6,418.98</b>
800297086	7/8/2016	058819 CALIFORNIA INDEPENDENT	2016070531-32797562		ELECTRIC TRANSMISSION SERVICE 520-8000-8006-2330-0555-710 520-7907-000	396,232.19 -335,636.88
					<b>Total :</b>	<b>60,595.31</b>
<b>161 Vouchers for bank code : boa</b>						<b>Bank total : 1,197,863.72</b>
<b>161 Vouchers in this report</b>						<b>Total vouchers : 1,197,863.72</b>



Stacey Dabbs  
Acting Finance Director



Aurelio De La Torre  
City Treasurer

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157134	7/13/2016	060414 RUTAN & TUCKER CLIENT, TRUST ACCOUNT	SETTLEMENT		SETTLEMENT- LARGO 100-2070-000	1,000,000.00 <b>Total : 1,000,000.00</b>
157279	7/14/2016	046809 US POSTAL SERVICE	FALL 2016		REC- BROCHURE POSTAGE (FALL 2016) 100-6200-6202-2300-0000-000	2,000.00 <b>Total : C. 2,000.00</b>
157280	7/14/2016	046809 US POSTAL SERVICE	2518-FY 16/17		CLERK- STANDARD MAIL PERMIT FEE 100-6010-6010-2404-0000-000	215.00 <b>Total : 215.00</b>
157281	7/14/2016	060071 CHINO POLICE DEPARTMENT	07/18-07/19/2016		PD- TRAINING (FIREARMS/TACTICAL RIFLE) 100-6070-6071-1160-0000-000	594.00 <b>Total : 594.00</b>
157282	7/21/2016	092955 12MILESOUT	155414	015653	I.S.- VIDEO STREAMING SERVICES 606-6040-6044-2240-0000-000	600.00 <b>Total : 600.00</b>
157283	7/21/2016	094025 3SI SECURITY SYSTEMS, INC.	0000437908	016346	PD- SECURITY EQUIPMENT 100-6070-6071-2301-0000-000 100-6070-6071-2301-0000-000	6,676.00 452.70 <b>Total : 7,128.70</b>
157284	7/21/2016	058493 AETNA	AT0066- AUG 2016		RETIREE HEALTH PREMIUMS 100-6030-6030-1150-0000-000	1,426.93 <b>Total : 1,426.93</b>
157285	7/21/2016	003661 AHEARN, JOHN	RECERT- 2016		W- REIMBURSE FOR CERTIFICATION 521-8100-8101-1161-0000-000	361.00 <b>Total : 361.00</b>
157286	7/21/2016	092075 AVIATION POWER & MARINE	B10138	015499	ELEC- REPLACEMENT PARTS 520-8000-8009-2225-0548-000	2,982.46 <b>Total : 2,982.46</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157287	7/21/2016	050450 CALIFORNIA BUILDING STANDARDS	BLDG STD FY Q4-16		BUILDING STANDARDS QTRLY FEES 762-2221-000	367.00 <b>Total : 367.00</b>
157288	7/21/2016	047336 CALPERS EDUCATIOAL FORUM 2016	10/24-26/16		FIN- REGIS- EDUCATIONAL FORUM 2016 100-6040-6041-2280-0000-000	350.00 <b>Total : 350.00</b>
157289	7/21/2016	093545 COLLECTOR SOLUTIONS, INC.	2016137	015654	FIN- ELECTRONIC COLLECTION SVC 100-6040-6042-2670-0000-000	16,228.50 <b>Total : 16,228.50</b>
157290	7/21/2016	000340 COLTON EMPLOYEES ASSOC	MAY-JUNE 2016		FLOWER FUND MONIES FOR PAYROLL 762-2140-000	173.25 <b>Total : 173.25</b>
157291	7/21/2016	041030 CUES	459868	015711	WW- PARTS & SERVICE FOR CAMERA 522-8200-8200-2257-0000-000	6.48 <b>Total : 6.48</b>
157292	7/21/2016	000446 DEPT OF CONSERVATION	FY Q4-16		FIN- QTRLY SMIP FEES 762-2220-000 762-2225-000	1,900.80 -95.04 <b>Total : 1,805.76</b>
157293	7/21/2016	013964 FEDERAL EXPRESS CORPORATION	5-445-67357		W- EXPRESS SHIPPING SERVICE 521-8300-8300-2300-0000-000	66.48 <b>Total : 66.48</b>
157294	7/21/2016	001422 FERGUSON ENTERPRISES INC #1350	3151340 3235065	054171 054171	LLMD- PLUMBING SUPPLIES 701-6150-6220-2301-0000-000 LLMD- PLUMBING SUPPLIES 701-6150-6220-2301-0000-000	30.78 <b>Total : 168.85</b> <b>199.63</b>
157295	7/21/2016	000157 GENUINE AUTO PARTS	151836	054176	WW- AUTOMOTIVE PARTS 522-8200-8200-2255-0000-000	74.52

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157295	7/21/2016	000157 000157 GENUINE AUTO PARTS	(Continued)			Total : 74.52
157296	7/21/2016	093598 GRISWOLD INDUSTRIES	693500	015992	W- MAINT & INSTALLATION SVC 521-8100-8101-2350-0000-000	1,942.37
			693501	015992	W- MAINT & INSTALLATION SVC 521-8100-8101-2350-0000-000	1,725.07
					Total :	3,667.44
157297	7/21/2016	044960 HERTZ EQUIPMENT RENTAL	28711484-001	015740	W- EQUIPMENT RENTALS 521-8100-8101-2420-0000-000	82.62
					Total :	82.62
157298	7/21/2016	025906 HOME DEPOT	3972962	015509	ELEC- HARDWARE SUPPLIES 520-8000-8009-2225-0548-000	701.67
			4022853	015836	ST- HARDWARE SUPPLIES 210-6150-6160-2301-0000-000	69.39
					Total :	771.06
157299	7/21/2016	025906 HOME DEPOT	0610404240	054180	C. CARE- HARDWARE SUPPLIES 206-7200-7204-2304-0000-000	94.17
					Total :	94.17
157300	7/21/2016	016765 HYDRO SCAPE	76402729	016447	INV- HARDWARE EQUIPMENT 100-1500-000 100-1500-000	703.08 58.00
					Total :	761.08
157301	7/21/2016	016765 HYDRO SCAPE	9608895-00	054188	WW- LANDSCAPING SUPPLIES 522-8200-8200-2301-0000-000	88.20
			9610956-00	054188	WW- LANDSCAPING SUPPLIES 522-8200-8200-2301-0000-000	309.27
					Total :	397.47
157302	7/21/2016	018204 INLAND DESERT SECURITY &, COMMUNICATI	160700506101	015520	ELEC- AFTER-HOURS ANSWERING SVC 520-8000-8001-2350-0923-000	454.00
					Total :	454.00
157303	7/21/2016	015550 INTERNATIONAL INSTITUTE OF	ID# 1410- FY 2017		C. CLERK- MEMBERSHIP DUES	

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157303	7/21/2016	015550 INTERNATIONAL INSTITUTE OF	(Continued)		100-6010-6010-2270-0000-000	220.00
					<b>Total :</b>	<b>220.00</b>
157304	7/21/2016	059253 IRON MOUNTAIN ARCHIVE	MRZ6471		ECON DEV- STORAGE SERVICE 100-6300-9050-2350-0000-000	105.50
					<b>Total :</b>	<b>105.50</b>
157305	7/21/2016	093861 JULES & ASSOCIATES, INC.	FINAL PAYMENT		STORM W.- LEASE ON ST. SWEEPER	
				016571	722-6150-8215-2500-0000-000	41,985.55
				016571	214-6150-6151-2500-0000-000	41,985.56
					<b>Total :</b>	<b>83,971.11</b>
157306	7/21/2016	092166 K H METALS AND SUPPLY	0345583-IN		ELEC- VARIOUS REPAIR	
			0354743-IN	015477	520-8000-8009-2225-0548-000	67.64
				015477	ELEC- VARIOUS REPAIRS 520-8000-8009-2225-0548-000	9.85
					<b>Total :</b>	<b>77.49</b>
157307	7/21/2016	092174 LEGALSHIED	JULY 16		PREMIUMS PROCESSED 762-2086-000	269.01
					<b>Total :</b>	<b>269.01</b>
157308	7/21/2016	093959 MARKLEY TECHNOLOGIES	7182		I.S.- NETWORK SERVICES	
				016501	606-6040-6044-2350-0000-000	4,700.00
					<b>Total :</b>	<b>4,700.00</b>
157309	7/21/2016	093033 MAYON, LLC	07/12-07/21/2016		FIN- PROF ACCOUNTING SERVICE 100-6040-6041-2350-0000-000	2,125.00
					<b>Total :</b>	<b>2,125.00</b>
157310	7/21/2016	048919 MCHARGUE, TIM	TUIT 15/16		FIRE- TUITION REIMBURSEMENT 100-6090-6094-1160-0000-000	1,083.33
					<b>Total :</b>	<b>1,083.33</b>
157311	7/21/2016	060121 NAVARRO, JR, RALPH A.	002		PERFORMANCE- CONCERTS IN THE PARK 100-6200-6214-2301-0000-000	750.00

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157311	7/21/2016	060121 060121 NAVARRO, JR, RALPH A.	(Continued)			<b>Total : 750.00</b>
157312	7/21/2016	059177 NEW YORK LIFE	JULY 16		SUPP. LIFE INSURANCE PREMIUMS 762-2205-000	576.46 <b>Total : 576.46</b>
157313	7/21/2016	092037 O G SUPPLY	138763	015474	ELEC- MAINTENANCE PARTS 520-8000-8009-2225-0548-000	24.73 <b>Total : 24.73</b>
157314	7/21/2016	060410 OROZCO AUTO REPAIR	01960730		C/S- DEPOSIT REFUND 520-2450-232	1,200.00 <b>Total : 1,200.00</b>
157315	7/21/2016	041699 POSITIVE PROMOTIONS	05539820	016343	FIRE- KIDS FIRE HELMETS 100-6090-6092-2405-0000-000 100-6090-6092-2405-0000-000 762-2210-000	1,171.30 93.70 -93.70 <b>Total : 1,171.30</b>
157316	7/21/2016	092540 PRAXAIR DISTRIBUTION	55382059	015523	ELEC- VARIOUS GASES 520-8000-8009-2225-0548-000	1,069.50 <b>Total : 1,069.50</b>
157317	7/21/2016	016656 PYRO SPECTACULARS INC	53818		FIRWORKS DISPLAY B-DAY EVENT 762-2319-000	11,000.00 <b>Total : 11,000.00</b>
157318	7/21/2016	027892 RDO EQUIPMENT COMPANY	W33779	015876	AUTO- REPAIRS TO TRUCK 608-6150-8700-2210-8200-000	3,650.39 <b>Total : 3,650.39</b>
157319	7/21/2016	093905 RIGHT OF WAY INC.	22813 22830	054205 054205	ST- TRAFFIC CONTROL MATERIALS 210-6150-6160-2301-0000-000 ST- TRAFFIC CONTROL MATERIALS 210-6150-6160-2301-0000-000	232.17 167.82 <b>Total : 399.99</b>

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157320	7/21/2016	093799 RILEY JR, ADAM	#4-T-BASKETBALL-2016		COMM SVCS- BASKETBALL OFFICIAL 100-6200-6204-2350-0000-000	100.00 <b>Total : 100.00</b>
157321	7/21/2016	039612 SAN BERNARDINO SHERIFF'S DEPT	07/30/16		PD- TRAINING (TERRORISM AWARENESS) 100-6070-6071-1160-0000-000	50.00 <b>Total : 50.00</b>
157322	7/21/2016	000228 SOUTHERN CALIFORNIA EDISON	2-01-195-9400-0716	015753	ELEC- ELECTRIC SERVICE 520-8000-8011-2320-0585-000	175.31
			2-01-522-0452-0516	015915	STORM W- ELECTRIC SERVICE 722-6150-8215-2320-0000-000	24.66
			2-01-522-0452-0616	015915	STORM W- ELECTRIC SERVICE 722-6150-8215-2320-0000-000	25.89 <b>Total : 225.86</b>
157323	7/21/2016	003763 SOUTHERN CALIFORNIA EDISON	7500664039		ELEC- FIRM TRANSMISSION 520-8000-8006-2330-0555-700	16,920.00
			7500664040		ELEC- FIRM TRANSMISSION 520-8000-8006-2330-0555-700	16,920.00
			7500664041		ELEC- FIRM TRANSMISSION 520-8000-8006-2330-0555-700	101,520.00
			7500664042		ELEC- FIRM TRANSMISSION 520-8000-8006-2330-0555-700	79,202.52 <b>Total : 214,562.52</b>
157324	7/21/2016	003481 STATE BOARD OF EQUALIZATION	06/16		ELEC- QTRLY SURCHARGE RETURN 520-2250-242	29,279.81 <b>Total : 29,279.81</b>
157325	7/21/2016	092585 TESTAMERICA LABORATORIES	1415430-2-2016	016075	WW- LABORATORY SAMPLING 522-8200-8200-2350-0000-000	2,923.00
			1415430-4-2016	016075	WW- LABORATORY SAMPLING 522-8200-8200-2350-0000-000	3,068.50
			1415430-5-2016	016075	WW- LABORATORY SAMPLING 522-8200-8200-2350-0000-000	3,318.50
			1415430-6-2016	016075	WW- LABORATORY SAMPLING	

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157325	7/21/2016	092585 TESTAMERICA LABORATORIES	(Continued)	016075	522-8200-8200-2350-0000-000	3,118.50
<b>Total :</b>						<b>12,428.50</b>
157326	7/21/2016	059603 THE STANDARD INSURANCE COMPANY	JULY 16		LIFE & STD/LTD PREMIUMS 100-6030-6030-2440-0000-000 762-2205-000	10,808.95 802.32
<b>Total :</b>						<b>11,611.27</b>
157327	7/21/2016	021816 TRI COUNTY PUMP CO	15432	015851	W- REPAIRS TO WELLS/BOOSTERS 521-8100-8101-2411-0000-000	8,142.95
<b>Total :</b>						<b>8,142.95</b>
157328	7/21/2016	014681 UNDERGROUND SERVICE ALERT	620160160	015521 015521 015521	ELEC- UNDERGROUND SERVICE ALER TS 520-8000-8001-2350-0923-000 521-8100-8101-2301-0000-000 522-8200-8200-2301-0000-000	54.51 54.49 54.50
<b>Total :</b>						<b>163.50</b>
157329	7/21/2016	094039 VMI, INC.	237119	016466	I.S.- UPGRADE STORAGE MEDIA 606-6040-6044-4930-0000-000 606-6040-6044-4930-0000-000	5,082.15 399.60
<b>Total :</b>						<b>5,481.75</b>
157330	7/21/2016	003171 WEST VALLEY WATER DISTRICT	23577-23504-0716 24015-23926-0716 24241-25078-0716 24843-24702-0716 25493-25320-0716 25495-25322-0716 25875-25680-0716		LLMD- WATER SERVICES 702-6150-6210-2320-0000-000 LLMD- WATER SERVICES 702-6150-6210-2320-0000-000 LLMD- WATER SERVICES 702-6150-6210-2320-0000-000 LLMD- WATER SERVICES 702-6150-6210-2320-0000-000 LLMD- WATER SERVICES 702-6150-6210-2320-0000-000 LLMD- WATER SERVICES 702-6150-6210-2320-0000-000 LLMD- WATER SERVICES	51.61 51.61 70.02 70.02 35.91 194.75

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157330	7/21/2016	003171 WEST VALLEY WATER DISTRICT	(Continued)		702-6150-6210-2320-0000-000	107.81
			26061-25862-0716		LLMD- WATER SERVICES	
			26529-26320-0716		702-6150-6210-2320-0000-000	25.05
					LLMD- WATER SERVICES	
					702-6150-6210-2320-0000-000	70.02
					<b>Total :</b>	<b>676.80</b>
157331	7/21/2016	093847 WHITE NELSON DIEHL EVANS LLP	163050	015928	FIN- CONSULTING SERVICES	7,500.00
					100-6040-6041-2350-0000-000	
					<b>Total :</b>	<b>7,500.00</b>
157332	7/21/2016	003646 WILLDAN FINANCIAL SERVICES	010-31497		CFD- ADMIN CONSULTING SERVICE	
					744-7500-7507-2380-0000-000	774.91
					745-7500-7508-2380-0000-000	878.24
					781-7400-7403-2380-0000-000	631.07
					<b>Total :</b>	<b>2,284.22</b>
1434800	7/11/2016	035929 BANK OF AMERICA	FEDERAL- 7/11/16-SUP		FEDERAL TAXES	
					762-2200-000	845.28
					<b>Total :</b>	<b>845.28</b>
1436500	7/11/2016	035929 BANK OF AMERICA	STATE 7/11/16- SUPPL		STATE TAXES	
					762-2010-000	33.25
					<b>Total :</b>	<b>33.25</b>
72255100	7/6/2016	003672 CALIFORNIA PUBLIC EMPLOYEES'	JULY 16		HEALTH PREMIUMS- ACTIVE	
					762-2020-000	37,464.96
					100-6030-6030-2380-0000-000	222.23
					100-6030-6030-1150-0000-000	15,705.18
					<b>Total :</b>	<b>53,392.37</b>
114151690	7/7/2016	000245 KAISER FOUNDATION HEALTH PLAN	107795-0000- 07/16		HEALTH PREMIUMS- ACTIVE	
					762-2020-000	71,975.68
					<b>Total :</b>	<b>71,975.68</b>
114151716	7/7/2016	000245 KAISER FOUNDATION HEALTH PLAN	107795-0001- 0716		HEATH PREMIUMS- RETIREES	
					100-6030-6030-1150-0000-000	3,332.07

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
114151716	7/7/2016	000245	000245 KAISER FOUNDATION HEALTH PLAN	(Continued)		Total : 3,332.07
114151722	7/7/2016	000245	KAISER FOUNDATION HEALTH PLAN	107795-0002- 0716	HEALTH PREMIUMS- RETIREES 100-6030-6030-1150-0000-000	17,000.26 Total : 17,000.26
120363842	7/6/2016	000882	COLONIAL LIFE & ACCIDENT	9636291-0701436	PREMIUMS PROCESSED 762-2020-000	4,823.27 Total : 4,823.27
62 Vouchers for bank code : boa						Bank total : 1,597,110.72
62 Vouchers in this report						Total vouchers : 1,597,110.72

Stacey Dabbs  
Acting Finance Director

Aurelio De La Torre  
City Treasurer

**COLTON**  
**Payroll Disbursement Listing**  
**Payperiod Dates: 7/2/2016 to 7/15/2016**

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
<b>City Council</b>		
112805	6000	0.00
112806	6000	2,114.60 Regular Salary
112807	6000	259.27
112808	6000	1,212.74
112809	6000	274.04
112810	6000	274.04
112811	6000	252.41
112812	6000	259.27
936068	6000	274.04
	<b>Subtotal</b>	<b><u>4,920.41</u></b>
<b>City Clerk</b>		
112813	6010	721.33
112814	6010	2,873.30 Regular Salary
112815	6010	1,589.12
	<b>Subtotal</b>	<b><u>5,183.75</u></b>
<b>City Manager</b>		
112816	6020	1,975.34
112817	6020	4,633.94 Regular Salary
	<b>Subtotal</b>	<b><u>6,609.28</u></b>
<b>Human Resources</b>		
112818	6030	2,651.21 Regular Salary
112819	6030	1,920.44
112820	6030	2,420.49
	<b>Subtotal</b>	<b><u>6,992.14</u></b>
<b>Finance</b>		
112821	6040	4,568.44 Regular Salary
112822	6040	2,568.22
112823	6040	1,505.30
112824	6040	1,796.20
112825	6040	1,322.86
112826	6040	1,589.72
112827	6040	1,530.73
112828	6040	1,453.68
112829	6040	3,505.95 Regular Salary/Leave Cashout
112830	6040	1,871.80
112831	6040	1,237.92
112832	6040	1,876.70
112833	6040	1,610.42

**COLTON**  
**Payroll Disbursement Listing**  
**Payperiod Dates: 7/2/2016 to 7/15/2016**

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
112834	6040	1,347.78
112835	6040	1,258.77
112836	6040	1,564.34
112837	6040	5,123.63 Regular Salary/Leave Cashout
112838	6040	1,354.10
936115	6040	4,551.78 Regular Salary/Leave Cashout
112839	6040	2,756.73
113117	6040	1,816.76
113118	6040	1,563.18
113119	6040	1,637.77
936064	6040	197.10 Boot Allowance
936065	6040	197.10 Boot Allowance
113120	6040	2,279.06
113121	6040	2,194.45
113122	6040	2,948.22
	<b>Subtotal</b>	<b>57,228.71</b>

**City Treasurer**

112840	6060	1,350.62
	<b>Subtotal</b>	<b>1,350.62</b>

**Police**

112804	6070	1,775.80
112841	6070	2,655.92
112842	6070	2,030.61
112843	6070	1,907.23
112844	6070	3,366.58
112845	6070	1,876.20
112846	6070	2,457.49
112847	6070	966.64
112848	6070	3,550.48
112849	6070	1,625.33
112850	6070	4,347.87 Regular Salary/Leave Cashout
112851	6070	2,855.00
112852	6070	2,539.48
112853	6070	3,209.53
112854	6070	2,621.52
112855	6070	3,912.37
112856	6070	1,284.15
112857	6070	4,127.85 Regular Salary/Leave Cashout
112858	6070	2,449.82
112859	6070	4,700.07 Regular Salary/OT
112860	6070	1,806.97
112861	6070	2,615.19
112862	6070	456.25
112863	6070	5,913.87 Regular Salary/OT
112864	6070	2,646.04
112865	6070	1,729.49

**COLTON**  
**Payroll Disbursement Listing**  
**Payperiod Dates: 7/2/2016 to 7/15/2016**

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
112866	6070	547.28
112867	6070	4,203.87 Regular Salary/Retro Merit
112868	6070	3,696.96
112869	6070	476.99
112870	6070	3,283.63
112871	6070	1,703.63
112872	6070	3,809.33
112873	6070	1,888.47
112874	6070	2,945.67
112875	6070	3,313.45
112876	6070	1,262.60
112877	6070	3,347.17
112878	6070	1,821.61
112879	6070	3,211.24
112880	6070	2,459.03
112881	6070	3,819.27
112882	6070	1,448.28
112883	6070	3,472.12
112884	6070	2,094.85
112885	6070	2,387.75
112886	6070	2,471.11
112887	6070	1,429.44
112888	6070	3,911.39
112889	6070	2,640.73
112890	6070	1,596.08
112891	6070	2,921.90
112892	6070	2,239.31
112893	6070	2,165.63
112894	6070	4,818.45 Regular Salary
112895	6070	2,217.01
112896	6070	1,773.49
112897	6070	644.08
112898	6070	2,629.31
112899	6070	2,380.72
112900	6070	2,389.04
112901	6070	2,452.31
112902	6070	1,628.56
112903	6070	1,616.69
112904	6070	2,458.38
112905	6070	914.34
112906	6070	2,996.29
112907	6070	1,648.99
112908	6070	2,659.50
112909	6070	3,181.13
112910	6070	2,667.29
112911	6070	3,557.00
112912	6070	2,509.31
112913	6070	6,720.30 Regular Salary/Leave Cashout
112914	6070	2,583.07

**COLTON**  
**Payroll Disbursement Listing**  
**Payperiod Dates: 7/2/2016 to 7/15/2016**

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
112915	6070	2,771.69
936069	6070	415.15
936070	6070	2,783.72
	<b>Subtotal</b>	<b>200,412.36</b>

**Fire**

112916	6090	2,996.52
112917	6090	5,750.53 Regular Salary/Staffing
112918	6090	4,419.26 Regular Salary/Staffing
112919	6090	4,822.98 Regular Salary/Staffing
112920	6090	2,943.04
112921	6090	3,903.26
112922	6090	3,095.31
112923	6090	2,034.05
112924	6090	4,959.93 Regular Salary/Staffing
112925	6090	3,823.04
112926	6090	3,744.98
112927	6090	217.94
112928	6090	4,478.66 Regular Salary/Staffing
112929	6090	2,781.46
112930	6090	4,369.80 Regular Salary/Staffing
112931	6090	3,640.16
112932	6090	3,919.63
112933	6090	2,725.07
112934	6090	4,456.43 Regular Salary
112935	6090	2,806.27
112936	6090	4,219.30 Regular Salary/Staffing
112937	6090	5,538.99 Regular Salary/Staffing
112938	6090	3,483.69
112939	6090	5,743.51 Regular Salary/Staffing
112940	6090	4,949.03 Regular Salary/Staffing
112941	6090	3,285.73
112942	6090	3,357.44
112943	6090	3,987.74
112944	6090	3,303.96
112945	6090	3,264.03
112946	6090	3,853.67
112947	6090	4,405.54 Regular Salary/Staffing
112948	6090	3,257.71
113132	6090	0.00
936116	6090	7,051.89 Leave Cashout
936117	6090	4,707.92 Leave Cashout
936118	6090	1,256.17
936119	6090	6,932.97 Retro Merit
112949	6090	3,624.80
936120	6090	4,194.18 Leave Cashout
	<b>Subtotal</b>	<b>152,306.59</b>

**COLTON**  
**Payroll Disbursement Listing**  
**Payperiod Dates: 7/2/2016 to 7/15/2016**

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
<b>Public Works</b>		
112950	6150	534.44
112951	6150	1,194.56
112952	6150	3,447.67 Regular Salary/Leave Cashout
112953	6150	1,577.73
112954	6150	1,366.58
112955	6150	410.67
935985	6150	197.10 Boot Allowance
935986	6150	197.10 Boot Allowance
935987	6150	188.85 Boot Allowance
935988	6150	185.95 Boot Allowance
935989	6150	197.10 Boot Allowance
935990	6150	197.10 Boot Allowance
935991	6150	197.10 Boot Allowance
935992	6150	197.10 Boot Allowance
935993	6150	197.10 Boot Allowance
936071	6150	1,581.16
936072	6150	1,298.09
936073	6150	1,361.05
936074	6150	483.46
936075	6150	659.97
936076	6150	4,736.39 Regular Salary/Leave Cashout
112956	6150	3,553.15
112957	6150	3,725.92
112958	6150	2,732.70
935994	6150	185.95 Boot Allowance
936077	6150	5,276.71
936121	6150	197.10 Boot Allowance
112959	6150	1,455.25
112960	6150	1,763.06
112961	6150	497.51
112962	6150	4,634.28 Regular Salary/Leave Cashout
112963	6150	1,832.39
112964	6150	902.23
112965	6150	1,166.14
935995	6150	197.10 Boot Allowance
935996	6150	197.10 Boot Allowance
935997	6150	197.10 Boot Allowance
935998	6150	197.10 Boot Allowance
935999	6150	197.10 Boot Allowance
936000	6150	197.10 Boot Allowance
936001	6150	197.10 Boot Allowance
936002	6150	197.10 Boot Allowance
936003	6150	197.10 Boot Allowance
936078	6150	1,779.86
936079	6150	1,301.09
936080	6150	1,498.31
936122	6150	5,874.33 Regular Salary/Leave Cashout
113123	6150	5,124.68 Regular Salary/Leave Cashout

**COLTON**  
**Payroll Disbursement Listing**  
**Payperiod Dates: 7/2/2016 to 7/15/2016**

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
113124	6150	2,034.57
936066	6150	197.10 Boot Allowance
936067	6150	197.10 Boot Allowance
113125	6150	3,579.89
936103	6150	500.34
936127	6150	197.10 Boot Allowance
	<b>Subtotal</b>	<b>72,386.93</b>

**Community Services**

112966	6200	643.08
112967	6200	639.24
112968	6200	262.63
112969	6200	423.85
112970	6200	403.86
112971	6200	450.93
112972	6200	651.23
112973	6200	827.65
112974	6200	270.10
112975	6200	393.06
112976	6200	3,361.40 Regular Salary
112977	6200	1,583.63
112978	6200	440.76
112979	6200	835.13
112980	6200	725.95
112981	6200	454.82
112982	6200	873.03
112983	6200	567.30
112984	6200	405.06
112985	6200	344.41
112986	6200	639.14
112987	6200	704.81
112988	6200	348.23
112989	6200	1,636.86
112990	6200	591.64
112991	6200	356.93
112992	6200	767.68
112993	6200	573.20
112994	6200	1,761.59
112995	6200	1,580.32
112996	6200	468.19
112997	6200	167.23
112998	6200	126.30
112999	6200	732.40
113000	6200	555.40
113001	6200	789.49
113002	6200	590.16
113003	6200	280.61
113004	6200	332.22
113005	6200	454.57

**COLTON**  
**Payroll Disbursement Listing**  
**Payperiod Dates: 7/2/2016 to 7/15/2016**

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
113006	6200	2,428.84
113007	6200	828.06
113008	6200	697.71
113009	6200	1,540.47
113010	6200	256.61
936081	6200	502.85
936082	6200	641.09
936083	6200	234.60
936084	6200	88.17
936085	6200	484.28
936086	6200	415.50
936087	6200	489.57
936088	6200	474.19
936089	6200	521.03
936090	6200	763.79
936091	6200	267.86
936092	6200	576.70
113011	6200	300.33
113012	6200	434.58
113013	6200	471.17
936093	6200	293.57
	<b>Subtotal</b>	<b><u>40,725.06</u></b>

**Library**

113014	6250	623.90
113015	6250	526.13
113016	6250	382.31
113017	6250	419.42
113018	6250	310.29
113019	6250	4,349.68 Regular Salary/Leave Cashout
936094	6250	690.88
	<b>Subtotal</b>	<b><u>7,302.61</u></b>

**Development Services**

113020	6300	5,820.60 Regular Salary/Leave Cashout
113021	6300	2,635.96
113022	6300	2,072.13
113023	6300	1,365.09
113024	6300	2,612.47
113025	6300	1,745.35
113026	6300	3,019.62
113027	6300	4,339.07 Regular Salary
113028	6300	2,006.17
936095	6300	3,472.30
	<b>Subtotal</b>	<b><u>29,088.76</u></b>

**COLTON**  
**Payroll Disbursement Listing**  
**Payperiod Dates: 7/2/2016 to 7/15/2016**

**Child Care**

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
113029	7200	588.15
113030	7200	608.02
113031	7200	309.69
113032	7200	327.05
113033	7200	1,974.46
113034	7200	2,683.41 Regular Salary
936096	7200	343.99
113035	7200	1,531.82
113036	7200	397.98
113037	7200	144.86
113038	7200	167.05
113039	7200	414.54
113040	7200	477.77
113041	7200	438.58
113042	7200	504.58
<b>Subtotal</b>		<b>10,911.95</b>

**Electric**

113043	8000	3,656.38 Regular Salary/OT
113044	8000	3,010.83
113045	8000	2,709.85
113046	8000	2,670.84
113047	8000	377.33
113048	8000	3,227.80
113049	8000	15,550.20 Regular Salary/Leave Cashout
113050	8000	1,250.03
113051	8000	3,714.66
113052	8000	2,729.77
113053	8000	2,894.98
113054	8000	1,776.31
113055	8000	2,547.05
113056	8000	2,350.35
113057	8000	2,699.82
113058	8000	4,904.39 Regular Salary/Leave Cashout
113059	8000	3,832.35
113060	8000	5,048.57 Regular Salary/Leave Cashout
113061	8000	3,469.44
113062	8000	2,900.59
113063	8000	2,323.01
113064	8000	3,734.89
113065	8000	418.14
113066	8000	2,974.52
113067	8000	2,460.07
113068	8000	2,214.77
113069	8000	4,547.59 Regular Salary/Leave Cashout
113070	8000	3,589.81
936004	8000	197.10 Boot Allowance
936005	8000	197.10 Boot Allowance
936006	8000	197.10 Boot Allowance



**COLTON**  
**Payroll Disbursement Listing**

**Payperiod Dates: 7/2/2016 to 7/15/2016**

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
113086	8100	2,896.12
113087	8100	3,799.32 Regular Salary/OT
113088	8100	1,907.75
113089	8100	3,703.15 Regular Salary/OT
113090	8100	4,827.03 Regular Salary/OT
113091	8100	3,371.20 Regular Salary/OT
113092	8100	1,684.71
113093	8100	2,437.96
936029	8100	185.95 Boot Allowance
936030	8100	197.10 Boot Allowance
936031	8100	197.10 Boot Allowance
936032	8100	185.95 Boot Allowance
936033	8100	185.95 Boot Allowance
936034	8100	197.10 Boot Allowance
936035	8100	197.10 Boot Allowance
936036	8100	185.95 Boot Allowance
936037	8100	197.10 Boot Allowance
936038	8100	197.10 Boot Allowance
936039	8100	185.95 Boot Allowance
936040	8100	197.10 Boot Allowance
936041	8100	197.10 Boot Allowance
936042	8100	185.95 Boot Allowance
936043	8100	197.10 Boot Allowance
936102	8100	1,957.10
<b>Subtotal</b>		<b><u>41,493.08</u></b>

**Wastewater Utility & Storm Water**

113098	8200	2,527.96
113099	8200	2,102.27
113100	8200	1,386.59
113101	8200	2,708.07
113102	8200	3,135.26
113103	8200	305.50
113104	8200	1,812.37
113105	8200	1,574.58
113106	8200	2,441.70
113107	8200	1,849.10
113108	8200	2,764.14
113109	8200	2,543.01
113110	8200	2,161.94
113111	8200	2,235.43
113112	8200	2,812.10
113113	8200	2,214.96
113114	8200	2,632.27
113115	8200	1,343.34
113116	8200	5,068.45 Regular Salary/Retro Merit
936046	8200	197.10 Boot Allowance
936047	8200	197.10 Boot Allowance
936048	8200	197.10 Boot Allowance

**COLTON**  
**Payroll Disbursement Listing**  
**Payperiod Dates: 7/2/2016 to 7/15/2016**

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
936049	8200	197.10 Boot Allowance
936050	8200	197.10 Boot Allowance
936051	8200	197.10 Boot Allowance
936052	8200	185.95 Boot Allowance
936053	8200	197.10 Boot Allowance
936054	8200	197.10 Boot Allowance
936055	8200	185.95 Boot Allowance
936056	8200	197.10 Boot Allowance
936057	8200	197.10 Boot Allowance
936058	8200	188.85 Boot Allowance
936059	8200	197.10 Boot Allowance
936060	8200	197.10 Boot Allowance
936061	8200	197.10 Boot Allowance
936062	8200	197.10 Boot Allowance
936063	8200	197.10 Boot Allowance
	<b>Subtotal</b>	<b><u>47,136.29</u></b>

**Wastewater Administration**

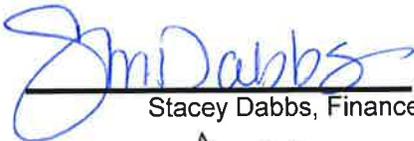
113094	8300	1,215.94
113095	8300	3,269.17 Regular Salary
113096	8300	3,048.21
113097	8300	2,794.07
936044	8300	185.95 Boot Allowance
936045	8300	197.10 Boot Allowance
	<b>Subtotal</b>	<b><u>10,710.44</u></b>

**Successor Agency for Redevelopment**

113126	9000	3,188.18
	<b>Subtotal</b>	<b><u>3,188.18</u></b>

**Grand Total**

**849,108.23**

  
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 Stacey Dabbs, Finance Manager

  
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 Aurelio De La Torre, Treasurer

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ORDINANCE NO. O-11-16

1  
2 **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLTON AMENDING**  
3 **SECTION 18.58.060 (CONDITIONAL USE PERMITS) AND SECTION 18.06.060 (USES**  
4 **PERMITTED IN EACH ZONE) OF TITLE 18 OF THE COLTON MUNICIPAL CODE**  
5 **(FILE INDEX NO. DAP-001-325).**

6 **WHEREAS**, on June 28, 2016, the Planning Commission of the City of Colton (“Planning  
7 Commission”) conducted a duly noticed public hearing and recommended the City Council of the  
8 City of Colton (“City Council”) amend Section 18.58.060 and Section 18.06.060 of Title 18 of the  
9 Colton Municipal Code (the “Municipal Code”). Following the conclusion of said hearing, the  
10 Planning Commission adopted their Resolution No. R-20-16, recommending approval to the City  
11 Council (“Zoning Text Amendment”); and

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

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

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

19 **WHEREAS**, on July 19, 2016, the City Council held a duly noticed public hearing at which  
20 persons wishing to testify in connection with the Zoning Text Amendment were heard and the  
21 Zoning Text Amendment was comprehensively reviewed.

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

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

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

27 **SECTION 2.** General Plan Consistency. Based on the entire record before the City  
28 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 to establish a new discretionary permit category, Minor Conditional Use Permit  
 (“Minor CUP”), furthers the City’s goals and policies as set forth in the City of Colton General  
 Plan, specifically:

**Land Use Element:** Establish a “Minor CUP” discretionary permit category that is  
consistent with the Land Use Diversity and Compatibility, Residential Neighborhood Preservation  
and Protection, Commercial Districts and Industrial Districts policies of the City of Colton Land  
Use Element, specifically:

- **Policy LU-1.1:** “*Ensure that all new development conforms to all appreciable provisions of the General Plan and Zoning Code.*” The Ordinance will provide for a discretionary permitting category that allows for Planning Commission review and approval of proposed

1 uses, including adoption of findings that confirm consistency with the General Plan and  
2 Zoning Code. .

- 3 ○ **Policy LU-1.6:** *“Ensure that new development projects are compatible with permitted,  
4 well-maintained uses and buildings in the surrounding neighborhood or district.”* The  
5 Ordinance will provide for a discretionary permitting category that allows for Planning  
6 Commission review of proposed uses for compatibility with existing neighborhoods and  
7 districts.
- 8 ○ **Policy LU-6.4:** *“Promote the use of buildings, setbacks, walls, landscaping, and other  
9 design features to buffer and reduce conflicts between adjacent properties.”* The  
10 Ordinance will provide for a discretionary permitting category that allows for Planning  
11 Commission review of proposed uses to ensure design features are incorporated which  
12 minimize conflicts between adjacent properties.
- 13 ○ **Policy LU-9-1:** *“Encourage and facilitate an appropriate mix of goods and services  
14 offered in community and neighborhood centers.”* The Ordinance will provide for  
15 Planning Commission review of discretionary land uses in commercial zones to ensure that  
16 they provide the desired mix of goods and services.
- 17 ○ **Policy LU-11.3:** *“Increase and diversify local employment opportunities, and retain and  
18 accommodate industrial development that is compatible with City objectives for safety,  
19 environmental and visual quality, and employment and revenue generation.”* The  
20 Ordinance will provide for Planning Commission review of discretionary land uses in  
21 industrial zones to ensure that the proposed uses will increase and diversify local  
22 employment opportunities, and are compatible with City objectives for safety,  
23 environmental and visual quality, and employment and revenue generation.

17 **SECTION 3.** Section 18.06.060 of Chapter 18.06 of Title 18 of the Colton Municipal  
18 Code, pertaining to the Uses Permitted in Each Zone, is hereby amended to read as follows:

19 18.06.060 – Uses Permitted in Each Zone.

20 A. Allowed Uses. Generally, a land use is either allowed by right, allowed through issuance of a  
21 conditional use permit, or not permitted. In addition to the requirements for planning permits  
22 or entitlements listed herein, other permits and entitlements may be required prior to  
23 establishment of the use (e.g., Building Permit or permits required by other agencies). The  
24 requirements for planning permits or entitlements identified in Tables: 18.06.060-E,  
25 18.06.060-F and 18.06.060-G below include:

- 26 1. Permitted (P). A land use shown with a "P" indicates that the land use is permitted by right  
27 in the designated zoning district, subject to compliance with all applicable provisions of  
28 this Title (e.g., development standards) as well state and federal law.
- 29 2. Conditionally Permitted (C). A land use shown with a "C" or “MC” indicates that the  
30 land use is permitted in the designated zoning district upon issuance of a Conditional Use  
31 Permit or Minor Conditional Use Permit, respectively, from the designated approving  
32 authority, subject to compliance with all applicable provisions of this Zoning Code (e.g.,  
33 development standards) as well as state and federal law.

- 1 3. Not Permitted (N). A land use shown with an "N" is not allowed in the applicable zoning  
 2 district.
- 3 4. Adult Use Development Permit (A). A land use shown with an "A" indicates that the land  
 4 use is permitted in the designated zoning district upon issuance of an Adult Use  
 5 Development Permit from the Planning Commission subject to compliance with all  
 6 provisions of Chapter 18.49 of this Zoning Code.
- 7 B. Uses Not Listed. Land uses that are not listed in Table 18.06.060-1 below or in the zoning  
 8 district tables are not allowed, except as otherwise provided for in this Title.
- 9 C. Illegal Uses. No use that is illegal under local, state, or federal law shall be allowed in  
 10 any zoning district within the City.
- 11 D. Special Use Regulations. Additional use regulations for specific land uses, such as Residential  
 12 or Group Care Facility, are listed in Chapter 18.48 (Special Provisions).

E. Residential Districts Table	V-L	R1	R2	R3/R4
Animal Boarding	P	N	N	N
Assisted Living Facilities	N	N	N	P
Boarding, lodging, or rooming houses, pursuant to Chapter 18.48 of this Title.	C	C	C	C
Cemeteries	C	N	N	N
Day Care Center Child or Adult	<u>MC</u>	<u>MC</u>	<u>MC</u>	N
Dwelling—Compact Lots Subdivision, pursuant to Section 18.48.190 of Title 18.	N	N	C	P
Dwelling—Single-Family	P	P	P	P
Dwelling—Two-Family	N	N	P	P
Dwelling—Multiple-Family	N	N	P	P
Dwelling—Second Unit	P	P	P	N
Dwellings—Cluster Development	C	C	P	P
Dwelling—Group	N	N	N	P
Educational Institution	N	C	C	C
Family Day Care Home—Small	P	P	P	P
Family Day Care Home—Large	<u>MC</u>	<u>MC</u>	<u>MC</u>	C
Home Occupation pursuant to Chapter 18.48 of this Title.	P	P	P	P
Manufactured Home, pursuant to Chapter 18.48 of this Title.	P	P	P	P
Mobilehome Park, pursuant to Chapter 18.48 of this Title.	N	N	C	C
Office Ancillary to Multi-Family/Model Home	P	P	P	P
Plant Nursery (grown in containers only)	P	P	P	P
Religious Assembly	C	C	C	C
Residential or Group Care Facility—Small (serving 6 or fewer persons)	P	P	P	P

1	Residential or Group Care Facility—Large (serving 7 or more persons)	C	C	C	C
2	Utility Distribution Facilities	P	P	P	P
3	Other such uses that the Director or designee may find to be similar with those uses previously listed, pursuant to Section 18.060.060 K.				

6	F. Commercial Districts Table	C-1	C-2	MU-D	MU-N
7	Administrative/Professional Services	P	P	P	P
8	Adult Businesses	N	N	N	N
9	Alcoholic Beverage Sales—On- or Off-Site, pursuant to Chapter 18.48 of this Title.	<u>MC</u>	<u>MC</u>	<u>MC</u>	<u>MC</u>
10	Amusement Arcade, pursuant to Chapter 18.48 of this Title.	N	P	C	C
11	Animal Boarding	N	C	N	N
12	Animal Grooming	N	P	P	P
12	Animal Health Care	N	<u>MC</u>	P	P
13	Antique Shops	P	P	P	N
14	Assembly Uses	C	C	C	N
14	Automobile Parking	N	<u>MC</u>	<u>MC</u>	<u>MC</u>
15	Automobile Repair	N	C	N	N
16	Automobile Sales/Rentals	N	C	N	N
17	Automobile Servicing	N	C	N	N
17	Bar	N	C	C	N
18	Business Support Services	P	P	P	P
19	Cemeteries	N	N	N	N
20	Communication Services	N	P	P	P
21	Community Recreation	P	P	P	P
21	Construction Sales/Service	N	P	N	N
22	Composting	N	N	N	N
23	Convenience Sales and Service	P	P	P	P
24	Cultural Institutions	P	P	P	P
24	Dance, Martial Arts or Yoga Studio	P	P	P	P
25	Day Care Center Child or Adult	<u>MC</u>	<u>MC</u>	<u>MC</u>	<u>MC</u>
26	Dwelling—Compact Lots Subdivision, pursuant to Section 18.48.190 of Title 18.	N	N	P	P
27	Dwelling—Single Family	N	N	P	P
28	Dwelling—Multiple-Family	N	N	P	P

1	Dwelling—Second Units	N	N	P	P
2	Dwelling—Live/Work	P	P	P	P
3	Eating/Drinking Establishments	P	P	P	P
4	Eating/Drinking Establishments—Drive-Thru	C	C	C	C
5	Educational Institutions and Vocational Schools	C	P	C	C
6	Entertainment Facilities	C	P	P	P
7	Family Day Care Home, Large	<u>MC</u>	<u>MC</u>	<u>MC</u>	<u>MC</u>
8	Family Day Care Home, Small	P	N	P	P
9	Farmers Market, pursuant to Chapter 18.48 of this Title.	P	P	P	P
10	Financial Institutions	N	P	P	P
11	Florist	P	P	P	P
12	Fortunetelling, pursuant to Chapter 18.48 of this Title.	N	<u>MC</u>	N	N
13	Funeral Services	N	P	N	N
14	Health and Fitness Club	N	P	P	P
15	Home Occupations, pursuant to Chapter 18.44 of this Title.	P	P	P	P
16	Hospitals	N	P	N	N
17	Hotels and Motels	N	C	C	N
18	Instructional Services	C	P	P	N
19	Laundry services—Heavy	N	P	N	N
20	Laundry services—Light	P	P	P	P
21	Library Services	<u>MC</u>	P	P	P
22	Manufacturing—Custom, pursuant to Chapter 18.48 of this Title.	N	P	N	N
23	Medical/Dental/Optical Services	P	P	P	P
24	Movie Theaters	N	P	P	N
25	Nightclub	N	C	C	N
26	Personal Services	P	P	P	P
27	Plant Nursery (grown in containers only)	P	P	P	P
28	Postal Services	P	P	P	P
29	Recreational Facilities	N	P	P	P
30	Recycling Facilities—Small Collection	P	P	P	P
31	Recycling Facilities—Large Collection	N	C	N	N
32	Recycling Facilities—Reverse Vending Machines	P	P	P	P
33	Recycling Processing Facility—Light	N	N	N	N
34	Recycling Processing Facility—Heavy	N	N	N	N
35	Repair Services	N	P	P	P
36	Resale/Secondhand Stores	<u>MC</u>	<u>MC</u>	<u>MC</u>	<u>MC</u>

1	Research Services	N	P	N	N
2	Retail Sales—Indoors	P	P	P	P
3	Retails Sales—Outdoors	N	C	C	C
4	Single-Room Occupancy Facility	N	C	C	N
5	Swap Meets (Indoor and Outdoor), pursuant to Chapter 18.48 of this Title.	N	C	N	N
6	Therapeutic Services, pursuant to Chapter 18.48 of this Title.	P	P	P	P
7	Transportation Facilities—Public.	C	P	P	P
8	Transportation Facilities—Private.	N	C	N	N
9	Utility Distribution Facilities	P	P	N	N
10	Utility Operations Facilities	N	<u>MC</u>	<u>MC</u>	N
11	Warehousing (accessory use only, maximum 15% of floor area)	N	P	N	N
12	Wholesaling	N	P	N	N
13	24-hour Retail or Restaurant Operations, pursuant to Chapter 18.48 of this Title.	C	C	C	C
14	Other such uses that the Director or designee may find to be similar with those uses previously listed, pursuant to Section 18.060.060 K.				

15	G. Industrial Districts Table			I-P	M-1	M-2
16	Administrative/Professional Services			P	P	P
17	Adult Businesses. (See Chapter 18.49, Adult Use Regulations.)			N	A	A
18	Alcoholic Beverage Sales—On- or Off-Site Sale			<u>MC</u>	<u>MC</u>	<u>MC</u>
19	Amusement Arcade, pursuant to Chapter 18.48 of this Title.			P	P	P
20	Animal Boarding			N	N	P
21	Animal Grooming			P	P	P
22	Animal Health Care			P	P	P
23	Assembly Uses			C	C	P
24	Automobile Parking			<u>MC</u>	<u>MC</u>	P
25	Automobile Repair			C	C	P
26	Automobile Sales/Rentals			C	C	P
27	Automobile Servicing			C	C	P
28	Business Support Services			P	P	P
	Cemeteries			N	C	P
	Communication Services			P	P	P
	Community Recreation			P	P	P
	Construction Sales/Service			P	P	P

1	Composting, Mulching and Related Green Waste	N	C	C
2	Convenience Sales and Service	P	P	P
3	Contractors' Storage Yard/Corporation Yards	N	C	C
4	Cultural Institutions	P	P	P
4	Dance, Martial Arts or Yoga Studio	P	P	N
5	Day Care Center Child or Adult	<u>MC</u>	N	N
6	Dwelling—Caretaker	P	P	P
6	Dwelling—Live/Work	P	P	N
7	Eating/Drinking Establishments	P	P	P
8	Eating/Drinking Establishments—Drive Thru	P	P	C
9	Educational Institutions and Vocational Schools	P	P	P
9	Emergency Shelter	N	P	N
10	Entertainment Facilities	P	P	N
11	Farmers Market, pursuant to Chapter 18.48 of this Title.	P	P	P
12	Financial Institutions	P	P	P
12	Funeral Services	P	P	P
13	Health and Fitness Club	P	P	N
14	Hospitals	P	P	P
15	Hotels and Motels	C	N	N
15	Instructional Services	P	P	P
16	Laundry services—Heavy	P	P	P
17	Laundry services—Light	P	P	P
18	Library Services	P	P	P
18	Lodge or Private Club	C	C	C
19	Manufacturing—Custom	P	P	P
20	Manufacturing—Light	P	P	P
21	Manufacturing—Heavy	N	N	P
21	Medical/Dental/Optical Services	P	P	P
22	Miniwarehouse	C	C	P
23	Personal Services	P	P	P
24	Plant Nurseries (grown in containers)	P	P	P
24	Plant Nurseries (grown in soil)	C	C	C
25	Postal Services	P	P	P
26	Public Maintenance Services	P	P	P
27	Recreational Facilities	P	P	P
27	Recreational Vehicle Parks	C	N	N

1	Recycling Facilities—Small Collection	P	P	P
2	Recycling Facilities—Large Collection	C	C	C
3	Recycling Facilities—Reverse Vending Machines	P	P	P
4	Recycling Processing Facility—Light	N	C	C
4	Recycling Processing Facility—Heavy	N	N	C
5	Repair Services	P	P	P
6	Research Services	P	P	P
7	Retail Sales—Indoor	P	P	P
7	Retail Sales—Outdoor	C	C	C
8	Salvage Operations	N	N	C
9	Swap Meets (Indoor and Outdoor), pursuant to Chapter 18.48 of this Title.	C	C	C
10	Transportation Facilities—Public	P	P	P
10	Transportation Facilities—Private	C	P	P
11	Truck and Trailer Storage	N	N	C
12	Utility Distribution Facilities	P	P	P
13	Utility Operations Facilities	N	N	P
13	Warehousing	P	P	P
14	Wholesaling	P	P	P
15	24-hour Retail or Restaurant Operations, pursuant to Chapter 18.48 of this Title.	C	C	C
16	Other such uses that the Director or designee may find to be similar with those uses previously listed, pursuant to Section 18.060.060 K.			

19	H. Open Space Districts Table	O-S Recreation	O-S Resources
20	Basins for Groundwater Recharge	N	P
21	Cemeteries	N	C
22	Equestrian Uses	<u>MC</u>	<u>MC</u>
23	Flood Control Facilities	N	P
23	Flood Plains	N	P
24	Habitat Conservation Areas	N	P
25	Nature Preserves	N	P
26	Passive Recreation Areas (public and private)	P	<u>MC</u>
26	Permanent Open Space	N	P
27	Private Parks	C	N
28	Private Recreational	C	N

1	Public Parks	P	N
2	Recreational Activity Fields, including but not limited to private or public golf courses	P	C
3	Trails (public and private)	P	C
4	Other such uses that the Director or designee may find to be similar with those uses previously listed, pursuant to Section 18.060.060 K.		

7	I. Public/Institutional District Table	Public/Institutional Zone
8	Affordable Housing owned by City Housing Authority or other public entity	P
9	Cemeteries	P
10	Civic Center and City Hall	P
11	Community Recreation	P
12	Fire Stations	P
13	Flood Control Facilities	P
14	Flood Plains	P
15	Hospitals	P
16	Library Services	P
17	Parks	P
18	Postal Services	P
19	Public Maintenance Services	P
20	Public Safety Facilities (Police and Fire Stations)	P
21	Public Schools	P
22	Public Transportation Facilities	P
23	Recreation Activity Fields (public only), including golf courses	P
24	Recreation Uses (public only)	P
25	Trails	P
26	Utility Operations and/or Distribution Facilities	P
27	All facilities, including buildings and grounds, owned by the City, County, State of California, the United States government, a school district, library district, water district, sanitary district, or other type of public service district	P
28	Incidental and accessory structures and uses located on the same site with and necessary for the operation of a permitted use	P
	Other such uses that the Director or designee may find to be similar with those uses previously listed, pursuant to Section 18.060.060 K.	

J. Railroad/Utility Corridor Table	Railroad/Utility Corridor Zone
Community Gardens within Utility Corridor	P
Flood Plains	P
Public Transportation Facilities	P
Railroads	P
Trails	P
Utility Operations and/or Distribution Facility	P
Incidental and accessory equipment and uses located on the same site with and necessary for the operation of a permitted use	P
Other such uses that the Director or designee may find to be similar with those uses previously listed, pursuant to Section 18.060.060 K.	

K. Similar Uses Permitted. When a use is not specifically listed in this Zoning Code, it shall be understood that the use may be permitted if it is determined by the Director that the use is similar to other uses listed.

It is further recognized that every conceivable use cannot be identified in this Zoning Code, and anticipating that new uses will evolve over time, this Section establishes the Director's authority to compare a proposed use and measure it against those listed in this Zoning Code and the Standard Industrial Classification Manual for determining similarity. The Director may administer a fee via the Code Interpretation Letter in accordance with the most current adopted fee schedule.

1. In determining "similarity," the Director shall consider all of the following:
  - a. The proposed use meets the intent of, and is consistent with the goals, objectives and policies of the General Plan; and
  - b. The proposed use meets the stated purpose and general intent of the district in which the use is proposed to be located; and
  - c. The proposed use will not adversely impact the public health, safety and general welfare of the City's residents; and
  - d. The proposed use shares characteristics common with, and not be of greater intensity, density or generate more environmental impact, than those uses listed in the land use district in which it is to be located.
2. Appeal. Any determination of similarity shall be final ten days after the date the Director's decision letter is issued, unless an appeal to the Planning Commission is filed and fees paid pursuant to adopted fee schedule.

**SECTION 4.** Section 18.58.060 of Chapter 18.58 of Title 18 of the Colton Municipal Code, pertaining to the Conditional Use Permits, is hereby amended to read as follows:

18.58.060 - Conditional Use Permits **and Minor Conditional Use Permits.**

- 1 A. The purpose of a Conditional Use Permit or Minor Conditional Use Permit is to allow certain  
 2 Uses that contribute to the orderly growth and Development of the City to be properly  
 3 integrated into the overall community pattern and zone where located.
- 4 B. A Minor Conditional Use Permit application may be filed for uses that are of less  
 5 complexity and require less staff time to process than uses which require a Conditional  
 6 Use Permit. Uses subject to a Minor Conditional Use Permit are listed in Section  
 7 18.06.060 – Uses Permitted in each Zone.
- 8 B. In considering a Conditional Use Permit or Minor Conditional Use Permit, the Commission  
 9 Shall affix those conditions which it determines will tend to safeguard the public health, safety  
 10 and general welfare in the zone.
- 11 C. Applications for Conditional Use Permits or Minor Conditional Use Permits Shall be made  
 12 to the Commission, in writing, and Shall contain such information as May be specified by the  
 13 Director.
- 14 D. A Uniform Fee, set by Council Resolution, Shall be paid to the City upon the filing of each  
 15 Application.
- 16 E. The Commission Shall hold one Public Hearing upon the Matters referred to in the Application.  
 17 Additional hearings May be held, at the discretion of the Commission. The Commission Shall  
 18 investigate the facts bearing on each case to provide information necessary to assure action  
 19 consistent with the intent and purpose of this title.
- 20 F. Notice of the time and place of the hearing Shall be given by Notice through the United States  
 21 mail, with postage prepaid, to all Persons shown on the last equalized assessment roll of the  
 22 County, as owning Property, and tenants of each Property, within a distance of six hundred  
 23 sixty feet from the external boundaries of the Property described in the Application.
- 24 G. In addition, further Notice May be given by publication in a newspaper of general circulation  
 25 in the City, or in such other manner as May be deemed necessary or desirable.
- 26 H. Before approving a Conditional Use Permit or Minor Conditional Use Permit, the  
 27 Commission Shall make certain findings that the circumstances prescribed below do apply:
- 28 1. That the proposed Use is in accord with the General Plan, the objectives of this title, and  
 the purposes of the zone in which the site is located;
  2. That the proposed Use, together with the conditions applicable thereto will not be  
 detrimental to the public health, safety or welfare, or Materially injurious to Properties or  
 Improvements in the vicinity;
  3. That the proposed Use complies with each of the applicable provisions of this title.
- I. The Commission Shall make its findings and render its Decision granting or denying the  
 Conditional Use Permit or Minor Conditional Use Permit in writing forty Days after the date  
 of the first hearing, unless continued for further investigation, study or hearing.
- J. A revision or modification to an Approved Conditional Use Permit or Minor Conditional Use  
 Permit such as, but not limited to, change in conditions, expansions, intensification, location,  
 hours of operation or change of ownership May be requested by an Applicant. The Applicant  
 Shall supply necessary information as determined by the City, to indicate reasons for the  
 requested change.

1 K. The Planning Commission May periodically review any Conditional Use Permit **or Minor**  
2 **Conditional Use Permit** to ensure that it is being operated in a manner consistent with  
3 conditions of Approval or in a manner which is not detrimental to the public health, safety or  
4 welfare, or Materially injurious to Properties in the vicinity. If, after review, the Commission  
deems that there is sufficient evidence to warrant a full examination, then a Public Hearing  
date Shall be set.

5 **SECTION 5.** If any sentence, clause or phrase of this Ordinance is for any reason held to  
6 be unconstitutional or otherwise invalid, such decisions shall not affect the validity of the remaining  
provisions of this Ordinance.

7 **SECTION 6.** The City Council hereby finds and determines that it can be seen with  
8 certainty that there is no possibility that this Ordinance may have a significant adverse effect on the  
9 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.

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

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

15  
16 PASSED, APPROVED AND ADOPTED on this \_\_\_ day of \_\_\_\_\_, 2016.

17  
18  
19 \_\_\_\_\_  
RICHARD A. DELAROSA  
Mayor

20 ATTEST:

21  
22 \_\_\_\_\_  
23 CAROLINA R. PADILLA  
24 City Clerk

ORDINANCE NO. O-12-16

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**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLTON TO AMEND TITLE 18, CHAPTER 18.06 (PERMITTED USES), 18.23 (MIXED-USE DOWNTOWN), AND ADD NEW SECTION 18.23.04 (GENERAL COMMERCIAL DOWNTOWN OVERLAY) AND TO CHANGE THE ZONE TO CERTAIN PROPERTIES FROM C-2 (GENERAL COMMERCIAL) TO M-U/D (MIXED USE DOWNTOWN) AND C-2 (GENERAL COMMERCIAL) TO C-2/D (GENERAL COMMERCIAL) ZONE TO ENSURE CONSISTENCY WITH ADOPTED GENERAL PLAN AND STATE LAW (FILE INDEX NO. DAP-001-307).**

**WHEREAS**, on June 28, 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 18.06 (Permitted Uses), and 18.23 (Mixed-Use Downtown), and add new Section 18.23.04 (General Plan Downtown Overlay) 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-19-16, recommending approval to the City Council (“Zoning Text and Map Amendments”); 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 Map and Text Amendments were reviewed, studied and pursuant to the California Environmental Quality Act (“CEQA”), an Initial Study was prepared of the potential environmental effects of the project. Based on the findings contained in that Initial Study, City staff determined that there would be no substantial evidence that the project would have a significant effect on the environment. Based on that determination, a Negative Declaration was prepared. Thereafter, the City staff provided public notice of the public comment period and of the intent to adopt the Negative Declaration; and

**WHEREAS**, on July 19, 2016, the City Council held a duly noticed public hearing at which persons wishing to testify in connection with the Zoning Text and Map Amendments were heard and the Zoning Text and Map Amendments was comprehensively reviewed; and

**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

1 in this Ordinance, the City Council hereby finds and determines that the proposed Ordinance is  
2 consistent with the goals and policies of the City of Colton General Plan and is reasonably related  
3 to the public welfare of the citizens of the City and surrounding regions. Specifically the Mixed-  
4 Use Downtown changes and the new General Commercial Downtown Overlay Zone is consistent  
5 and furthers the City's goals and policies as set forth in the City of Colton General Plan,  
6 specifically:

7 **Land Use Element:** in addressing new mixed-use, walkable neighborhoods in downtown  
8 policies of the City of Colton Land Use Element, specifically:

9 **Goal LU-10: "Create new mixed-use, walkable districts that are great places to live and exciting  
10 destinations."** The proposed Ordinance text and map amendments provide for creating a vibrant  
11 and distinctive character within the outlined boundaries of the downtown. The proposed code  
12 amendments provide for more defined setbacks and parking within the downtown Colton area and  
13 provides a link to the proposed Downtown Design Manual in setting design criteria for making  
14 mixed-use, walkable downtown neighborhoods.

15 **Policy LU-10.2: "Adopt a new Neighborhood Mixed-Use zone."** The proposed General  
16 Commercial Overlay Zone further enhances and balances the Downtown area along Valley  
17 Boulevard generally between Pennsylvania Avenue and Mt. Vernon Avenue.

18 **Policy LU-10.4: "Establish land use patterns and provide pedestrian amenities within the  
19 mixed use districts that minimize the need for vehicle travel among the uses within a  
20 district."** The proposed text and zoning map amendments further support this policy along with  
21 its companion document, Downtown Design Manual, in establishing land use patterns with  
22 pedestrian amenities within the Colton Downtown area.

23 Finally, the City of Colton finds that the attached Zone Text and Map Amendment to permit  
24 appropriate uses within the mixed-use zoned properties is reasonably related to the public welfare  
25 of the citizens of the City and surrounding region; more specifically, Chapters 18.06 (Permitted  
26 Uses), 18.23 (Mixed-Use Downtown), and add new section 18.23.04 (General Commercial  
27 Downtown Overlay) and to change the zone to certain properties from C-2 (General Commercial)  
28 to M-U/D (Mixed Use Downtown) and C-2 (General Commercial) to C-2/D (General Commercial)  
Zone in the Colton Municipal Code. The Ordinance includes appropriate restrictions to ensure that  
the permitted encroachments and parking are integrated into the overall community pattern of M-  
U Downtown and General Commercial Mixed Use Overlay zones for revitalization of Colton's  
Downtown. (File Index No. DAP-001-307).

29 **SECTION 3.** The City hereby adopts the Zoning Map Amendment in Exhibit "B" and  
30 Zoning Text Amendments in Exhibit "C" to be consistent with the City's General Plan. The  
31 proposed Zoning Map and Zoning Text Amendments area a continued part of the implementation  
32 consistency program of the General Plan Update deleting, renaming and adding new zoning  
33 districts and categories in the City of Colton, County of San Bernardino.

34 **SECTION 4.** If any sentence, clause or phrase of this Ordinance is for any reason held to  
35 be unconstitutional or otherwise invalid, such decisions shall not affect the validity of the remaining  
36 provisions of this Ordinance.

37 **SECTION 5.** The City Council hereby finds and determines that it can be seen with  
38 certainty that there is no possibility that this Ordinance may have a significant adverse effect on the  
environment. Pursuant to the California Environmental Quality Act ("CEQA"), an Initial Study was

1 prepared of the potential environmental effects of the project. Based on the findings contained in  
2 that Initial Study, City staff determined that there would be no substantial evidence that the project  
3 would have a significant effect on the environment. Based on that determination, a Negative  
4 Declaration was prepared. Thereafter, the City staff provided public notice of the public comment  
5 period and of the intent for the City Council to adopt the Negative Declaration in Exhibit "A" for  
6 the proposed project herein.

7 **SECTION 6. Certification/Publication.** The City Clerk shall certify to the passage of the  
8 Ordinance and cause the same or a summary thereof to be published within fifteen (15) days after  
9 adoption in a newspaper of general circulation published and circulated in the City of Colton.

10 **SECTION 7.** This Ordinance shall become effective thirty (30) days after its adoption in  
11 accordance with the provisions of California law.

12 **PASSED, APPROVED AND ADOPTED** on this \_\_\_\_ day of \_\_\_\_\_, 2016.

13 \_\_\_\_\_  
14 RICHARD A. DELAROSA  
15 Mayor

16 ATTEST:

17 \_\_\_\_\_  
18 CAROLINA R. PADILLA  
19 City Clerk

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ORDINANCE NO. O-13-16

1  
2 **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLTON AMENDING**  
3 **TITLE 5, CHAPTER 5.02 OF THE COLTON MUNICIPAL CODE RELATING TO**  
4 **BUSINESS LICENSE APPLICATION CONTENTS - LICENSE FEE (SECTION 5.02.040)**  
5 **AND LICENSE RENEWAL (SECTION 5.02.100)**

6       **WHEREAS**, the City of Colton Business Licenses and Regulations (CMC Title 5, Chapter  
7 5.02, Section 5.02.040F, “Ordinance”) identifies the application requirements and requires that “a  
8 nonrefundable license fee of twenty-five dollars is due and payable to the Collector at the time of  
9 filing application for the first license.” Furthermore, Section 5.02.100 requires that “a  
10 nonrefundable renewal fee of ten dollars is due and payable to the Collector at the time of license  
11 renewal;” and

12       **WHEREAS**, to facilitate greater efficiency in the annual renewal process, the City Council  
13 wishes to amend the Ordinance to provide for two renewal cycles per year; and

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

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

17       **SECTION 1.** Title 5 of the Colton Municipal Code is hereby amended as follows:

18       **5.02.040 - License—Application contents.**

19       Upon making Application for the first license to be issued pursuant to the provisions of  
20 Sections [5.02.010](#) through [5.02.370](#) or for a newly established Business, the Applicant Shall  
21 furnish to the Collector, setting forth the Following information:

- 22       A. The exact nature or kind of Business for which a license is requested;
- 23       B. The place where such Business is to be carried on, and if the Business is not to be  
24 carried on at any permanent place of Business, the place of residence of the Owner of  
25 such Business;
- 26       C. In the event the Application is made for the issuance of a license to a Person doing  
27 Business under a fictitious name, the name and place of residence of the Person  
28 owning the Business;
- D. In the event the Application is made for the issuance of a license to a corporation or a  
partnership, the names and places of residence of the officers or partners thereof;
- E. In all cases where the amount of license tax to be paid is measured by Gross Receipts,  
such information as May be required and as May be necessary to determine the  
amount of the license tax to be paid by the Applicant;
- F. A nonrefundable license Fee **as adopted by City Council Resolution** ~~of twenty-five  
dollars~~ is due and payable to the Collector at the time of filing Application for the  
first license.

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**5.02.100 - License—Renewal.**

In all cases the Applicant for the renewal of the license required by the provisions of Sections 5.02.010 through 5.02.370 Shall submit to the Collector for his guidance in ascertaining the amount of the license tax to be paid by the Applicant, a Sworn Statement, upon a form to be provided by the Collector, setting forth such information concerning the Applicant's Business during the Preceding Year as May be required by the Collector to enable him to ascertain the amount of the license tax to be paid by such Applicant. A nonrefundable renewal Fee as adopted by City Council Resolution of ten dollars is due and payable to the Collector at the time of license renewal.

**SECTION 2. CEQA.** The adoption of this Ordinance will not result in a direct or indirect physical change in the environment and is therefore not subject to the California Environmental Quality Act (California Public Resources Code §§ 21000 *et seq.*) pursuant to Section 21065 of the California Public Resources Code and Section 15378 of the CEQA Guidelines.

**SECTION 3. Invalidity.** 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 4. Reading.** A full reading of this Ordinance is hereby waived. This Ordinance was introduced at a regular meeting of the City Council of the City of Colton, California, on July 19, 2016, and thereafter adopted at a regular meeting of the City Council.

**SECTION 5. Effective Date.** This Ordinance shall become effective thirty (30) days after its adoption in accordance with the provisions of California law.

**SECTION 6. Certification/Publication.** The City Clerk shall certify to the passage of this Ordinance and cause the same or a summary thereof to be published within fifteen (15) days after adoption in the San Bernardino County Sun, a newspaper published and circulated in the City of Colton.

PASSED, APPROVED AND ADOPTED on this \_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
RICHARD A. DELAROSA  
Mayor

ATTEST:

\_\_\_\_\_  
CAROLINA R. PADILLA  
City Clerk



## STAFF REPORT

DATE: AUGUST 2, 2016  
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
 FROM: BILL SMITH, CITY MANAGER *BS*  
 PREPARED BY: DAVID X. KOLK, Ph.D., UTILITY SERVICES DIRECTOR *DKolk*  
 SUBJECT: BOULDER CANYON (HOOVER DAM) PROJECT

### RECOMMENDED ACTION

It is recommended that the Colton City Council approve the Electric Service Contract No. 16-DSR-12643 with the United States Department of Energy, Western Area Power Administration (WAPA) and the Amended and Restated Implementation Agreement with the United States Department of the Interior, Bureau of Reclamation (USBR), along with any ancillary documents, for the purchase of energy and capacity from the Boulder Canyon Project (Project), commonly known as The Hoover Dam (Hoover), and authorize the Utility Services Director to execute the related documents.

### BACKGROUND

Hoover was originally constructed in the early 1930s for flood control, improvement of navigation and regulation of the Colorado River, storage and delivery of Colorado River waters for reclamation of public lands, and hydroelectric power production for Southern California and portions of Nevada and Arizona. The construction of the dam led to the formation of Lake Mead which is the reservoir from which water is released to effectuate the intended purposes of the Project. The current rated capacity of the 17 hydroelectric generator sets is 2,074 megawatts (MW). Colton Electric Department (CED) does not have specific rights to any particular generator set however, CED schedules energy and capacity rights from the Project as a whole.

In 1984, Congress passed the Hoover Power Plant Act of 1984 (HPA-1984) which extended the original contracts, authorized advance funding for upgrades to the plant turbines, and allocated the increased capabilities resulting from those upgrades to the entities that funded them. The allotment of the increased capacity borne from the upgrades resulted in the need for a second contractor list, known as the "Schedule B contractors," made up of 11 entities in total (including CED). The electric service contracts resulting from the HPA-1984 are 30-year agreements which began in

1987 and will continue through and terminate on September 30, 2017. CED's Schedule B contractual rights are 3.0 MW of capacity and 4,000 MWh of energy.

The Hoover Power Plant Act of 2011 (HPA-2011) was signed into law on December 20, 2011. HPA-2011 extends the availability of Hoover hydropower until 2067. HPA-2011 also sets aside 5 percent of Hoover for use by new contractors including Native American Tribes, irrigation districts, and electric cooperatives. These new contractors are grouped under a new list called "Schedule D contractors." HPA-2011 mandates that each Schedule A and B entity give up 5 percent of its Hoover allocation to the Schedule D contractors, with none of the existing Schedule A and B contractors being a part of Schedule D. At the same time, HPA-2011 also increases the total Schedule A and B plant capacities to reflect the actual net dependable capacity before the 5 percent reduction called forth in HPA-2011 is applied. As a result, CED's total capacity remains at 3.0 MW but CED's annual energy entitlement decreases by 5 percent to 3,800 MWh.

## ISSUES/ANALYSIS

The two Agreements implementing HPA-2011, known as the Electric Service Contract and the Amended and Restated Implementation Agreement, have been intensively negotiated by the parties over the years since HPA-2011 was passed. CED staff has been active in these negotiations through its participation in Southern California Public Power Authority (SCPPA). A total of 46 entities are expected to execute the new Agreements.

USBR and WAPA have structured the Agreements as two separate Agreements in order to keep to the conventions established for other federal hydropower projects, namely to bifurcate the terms and responsibilities of all parties into two separate Agreements. The Electric Service Contract defines the nature of the power sales Hoover is capable of and the allocation of the power sales to each respective contractor. The Amended and Restated Implementation Agreement (Implementation Agreement) defines the responsibilities of the parties with respect to Hoover in matters such as development of the Project's annual budget, committee representation, financial obligations and related matters.

Below is a summary of some of the material terms of the Agreements:

1. ***Electric Service Contract.*** The Electric Service Contract is executed between City of Colton (Colton) and WAPA, pursuant to which WAPA will sell and Colton will purchase energy and capacity from the Hoover project.
  - a. **Capacity and Energy Entitlements.** Colton shall be entitled to 3.03 MW of capacity with an annual energy entitlement of 3,800 MWh.
  - b. **Term.** The Electric Service Contract will become effective on October 1, 2017 and expire on September 30, 2067.
  - c. **Payment.** Colton pays a monthly charge for the electric service in accordance with a base charge and rates developed pursuant to applicable regulations. This base charge is a formula that covers the annual revenue requirement for the Project,

including, among other things, operations and maintenance costs, debt service and maintenance.

- d. Increased Capacity. If funds paid under the Electric Service Contract for replacements, modifications or additions result in an increase in the generation capacity of the Project, such increased capacity will be offered on a pro rata basis to those parties with an Electric Service Contract (Hoover Contractors) with WAPA.

2. ***Implementation Agreement***. The Amended and Restated Implementation Agreement is executed by and among WAPA, USBR, Colton and the all of the other Hoover contractors. The Implementation Agreement amends and replaces the existing Implementation Agreement, which establishes a means for the various parties to exchange information and establish procedures for certain administrative processes.

- a. Term. The Implementation Agreement commences on October 1, 2017 and remains in effect until replaced by a successor agreement. An individual contractor that relinquishes its allocation of the Hoover Project will no longer be party to the Implementation Agreement.
- b. Creation of Committees. The parties to the Implementation Agreement will create a number of committees for collaboration and communication over the Hoover Project – namely, a Coordinating Committee, an Engineering and Operating Committee and a Technical Review Committee. These committees will consist of representatives from each of the parties.
- c. Future Development. The Implementation Agreement also provides an opportunity for the discussion of future electric power development projects related to the Hoover Dam facilities.

## **FISCAL IMPACT**

The costs associated with the new agreements will not increase CED's power supply costs. CED will continue to include funding for these agreements in its Fiscal Year 2017/18 expense appropriations.

## **ALTERNATIVES**

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

## **ATTACHMENTS**

1. Electric Services Contract No. 16-DSR-12643 between WAPA and City of Colton
2. Amended and Restated Implementation Agreement between USBR and Boulder Canyon Project Electric Service Contractor.

ATTACHMENT 1

ELECTRIC SERVICE  
CONTRACT NO. 16-DSR-12643  
BETWEEN  
WAPA  
AND  
CITY OF COLTON





**United States  
Department of Energy**

**WESTERN AREA  
POWER ADMINISTRATION**

**Desert Southwest  
Regional Office**

**CONTRACT**

**CONTRACT NO. 16-DSR-12643**

**BETWEEN**

**UNITED STATES  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION  
Desert Southwest Customer Service Region  
Boulder Canyon Project**

**AND**

**CITY OF COLTON**

**FOR**

**ELECTRIC SERVICE**

**CONTRACT NO. 16-DSR-12643**

**BETWEEN**

**UNITED STATES**

**DEPARTMENT OF ENERGY**

**WESTERN AREA POWER ADMINISTRATION**

**Desert Southwest Customer Service Region**

**Boulder Canyon Project**

**AND**

**CITY OF COLTON**

**FOR**

**ELECTRIC SERVICE**

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**CONTRACT NO. 16-DSR-12643**

**BETWEEN**

**UNITED STATES  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION  
Desert Southwest Customer Service Region  
Boulder Canyon Project**

**AND**

**CITY OF COLTON**

**FOR**

**ELECTRIC SERVICE**

1. **PREAMBLE**: This Contract is made this \_\_\_\_ day of \_\_\_\_\_, 2016 (Contract), in accordance with the following Acts of Congress: Reclamation Act of June 17, 1902 (32 Stat. 388, 43 U.S.C. 391); the Boulder Canyon Project Act of December 21, 1928 (45 Stat. 1057, 43 U.S.C. 617); the Boulder Canyon Project Adjustment Act of July 19, 1940 (54 Stat. 774, 43 U.S.C. 618); the Colorado River Basin Project Act of September 30, 1968 (82 Stat. 885, 43 U.S.C. 1501); the Department of Energy Organization Act of August 4, 1977 (91 Stat. 565, 42 U.S.C. 7101); the Hoover Power Plant Act of August 17, 1984 (98 Stat. 1333, 43 U.S.C. 619); the Hoover Power Allocation Act of December 20, 2011 (125 Stat. 777, 43 U.S.C. 619a), hereinafter called the Hoover Power Allocation Act of 2011; and acts amendatory or supplementary to the foregoing acts as of the date of execution of this Contract, between THE UNITED STATES OF AMERICA, Department of Energy, acting by and through the Administrator, Western Area Power Administration, hereinafter called Western, represented by the officer executing this Contract, and with the concurrence of the Secretary of the Interior through the Commissioner, Bureau of Reclamation, represented

by the Regional Director, Lower Colorado Region insofar as their responsibilities and authority under the Boulder Canyon Project Act (45 Stat. 1057, 43 U.S.C. 617), the Boulder Canyon Project Adjustment Act (54 Stat. 774, 43 U.S.C. 618), the Hoover Power Plant Act of 1984 (98 Stat. 1333, 43 U.S.C. 619), and the Hoover Power Allocation Act of 2011 (125 Stat. 777, 43 U.S.C. 619a) as provided in section 30 of this Contract, and CITY OF COLTON, organized and existing under and by virtue of the laws of the State of California, or a duly authorized representative, hereinafter called the Contractor or City of Colton, its successors and assignees; each sometimes individually called Party, and collectively called Parties.

2. **EXPLANATORY RECITALS:**

- 2.1 The Hoover Power Allocation Act of 2011 established allocations of Schedule A and Schedule B power to existing Contractors, excess energy provisions under Schedule C, and a resource pool defined as Schedule D.
- 2.2 Western's Administrator published Conformed General Consolidated Power Marketing Criteria or Regulations for Boulder City Area Projects in Federal Register Notice 77 FR 35671, dated June 14, 2012, as required by the Hoover Power Allocation Act of 2011, collectively hereinafter called "Conformed Criteria" which serve as the regulations for the sale of electric service from the Boulder Canyon Project (BCP).
- 2.3 In accordance with the Hoover Power Allocation Act of 2011 and the Conformed Criteria, Western marketed 66.7 percent of the Schedule D capacity and energy to new eligible allottees within the Boulder City Area Projects marketing area. Western further marketed 11.1 percent of the Schedule D capacity and energy each to the Arizona Power Authority for new allottees within Arizona, and to the Colorado River Commission of Nevada for new allottees within Nevada, and to

new allottees within the State of California. The Arizona Power Authority (APA) marketed 11.1 percent of the Schedule D capacity and energy to new allottees within the State of Arizona and the Colorado River Commission of Nevada (CRC) marketed 11.1 percent of the Schedule D capacity and energy to new allottees within the State of Nevada.

- 2.4 Western's Energy Planning and Management Program (EPAMP), dated October 20, 1995, in Federal Register Notice 60 FR 54151 requires all BCP electric service contractors to prepare Integrated Resource Plans (IRP). In accordance with Federal Register Notice 76 FR 81487, dated December 28, 2011, only the IRP portion of the EPAMP Power Marketing Initiative is applicable to BCP Contractors. EPAMP was revised in 65 FR 16789, dated March 30, 2000, to allow customers more alternatives in meeting the IRP requirements, such as the small customer plan and other acceptable plans.
- 2.5 In Federal Register Notice 77 FR 65681, dated October 30, 2012, Western proposed additional marketing criteria, for public comment.
- 2.6 Western announced in Federal Register Notice 78 FR 79436, dated December 30, 2013, its final marketing criteria and a call for applications.
- 2.7 Western announced in Federal Register Notice 78 FR 79436, dated December 30, 2013, eligible Schedule D Contractors, with the exception of Native American Tribes, must be ready, willing and able to receive and distribute or use power from Western by October 1, 2016.
- 2.8 Western announced in Federal Register Notice 78 FR 79443, dated December 30, 2013, the general marketing criteria stating that any allocated Schedule D power not under contract by October 1, 2016, shall be redistributed

on a pro-rata basis to the remaining Schedule D allottees. Any power not allocated and under contract by October 1, 2017, shall be distributed in accordance with the 2012 Conformed Criteria.

- 2.9 Western announced in Federal Register Notice 79 FR 46432, dated August 8, 2014, proposed allocations for BCP Schedule D resource pool.
- 2.10 Western provided the public opportunities to discuss and comment on the proposed allocations for the BCP Schedule D resource pool and after evaluation of the comments received, Western published notice of final allocations of power from the BCP Schedule D resource pool in Federal Register Notice 79 FR 75544, dated December 18, 2014.
- 2.11 In the Federal Register Notice 79 FR 75544, dated December 18, 2014, Western approved allocations of electric service to Schedule D Contractors subject to the execution of a definitive contract. The Hoover Power Allocation Act of 2011 further provides that in the case of Arizona and Nevada, Schedule D Contingent Capacity and Firm Energy allocated by Western for new allottees other than federally recognized Indian tribes shall be offered in contracts through the Arizona Power Authority and the Colorado River Commission of Nevada, respectively.
- 2.12 The Boulder Canyon Project Act sets forth the Hoover-specific preference to be applied in allocation and marketing of power generated at Hoover Dam; section 18 of the Reclamation Project Act of 1939 (53 Stat. 1187) states that “[n]othing in this Act shall be construed to amend the Boulder Canyon Project Act (45 Stat. 1057), as amended”; and Congress has consistently exempted the Boulder Canyon Project Act from preference granted under the Reclamation Project Act subsequent to 1939.

2.13 The Hoover Power Allocation Act of 2011 provides for contract offers to existing Contractors of Schedule A and Schedule B Contingent Capacity and Firm Energy, and Schedule C Excess Energy, and Schedule D resource pool for new allottees. Western herein offers such Schedule A and Schedule B Contingent Capacity and Firm Energy, and also offers such Schedule C Excess Energy, and Schedule D Contingent Capacity and Firm Energy for new allottees, and this Contract evidences such offers and the acceptance of such offers.

3. **AGREEMENT**: The Parties agree to the terms and conditions set forth herein.

4. **TERM OF CONTRACT**:

4.1 This Contract shall become effective on October 1, 2016, to provide for obligations required to initiate service in advance of the date of initial service, including, but not limited to, advance funding obligations defined under the Restated Agreement. This Contract shall remain in effect through September 30, 2067, without prejudice to any rights to extension hereof which the Contractor may have under the Boulder Canyon Project Act, provided that this Contract is not terminated prior to September 30, 2067, and the Contractor is not in default hereunder as of September 30, 2067.

4.2 The date of initial service hereunder shall be October 1, 2017.

4.3 Western reserves the right to terminate this Contract in the event the Contractor does not meet the requirements of this Contract as specified in section 17.

4.4 If the Contractor's Allocation is reallocated in accordance with section 16, this Contract shall terminate on the effective date of the reallocation specified in the written notice from Western.

5. **DEFINITIONS**: The following terms, when used herein and in the Exhibits and Attachments as attached, shall have the meanings specified:

- 5.1 Actual Expenses: The amount equal to the expenses, authorized by applicable laws or regulations, actually incurred by or for the benefit of the BCP each Fiscal Year by Western and Reclamation excluding any expenses for Firming Energy purchases.
- 5.2 Administrator: The Administrator of the Western Area Power Administration.
- 5.3 Ancillary Services: Those generation services that are necessary to support the transmission of capacity and scheduled energy from resources to loads. Ancillary Services provided under this Contract deemed delivered from Hoover Powerplant are those described in subsection 6.11 and listed in Attachment No. 3.
- 5.4 Annual Revenue Requirement: The estimated BCP expenses for the Rate Year less any carryover of funds from prior Fiscal Year(s) and revenues from other sources as provided under subsection 7.4.
- 5.5 Arizona: The State of Arizona, represented, for purposes of this Contract, by the Arizona Power Authority.
- 5.6 Authorized Representative: A representative of a Party designated in accordance with section 23.
- 5.7 Available Capacity: Hoover Powerplant generating capacity which is available to the Contractors at any given time, taking into account the unit capability and Outages at that time.
- 5.8 Balancing Authority (BA): The responsible entity that integrates resource plans ahead of time, maintains load-interchange-generation balance within a balancing authority area, and supports interconnection frequency in real time.
- 5.9 Base Charge: The total charge paid by the Contractors for their allocated Contingent Capacity and Firm Energy based on the Annual Revenue

Requirement, in accordance with section 7. The Base Charge shall be composed of a capacity component and an energy component.

- 5.10 Billing Period: The service period beginning on the first Day and extending through the last Day of any calendar month.
- 5.11 Boulder Canyon Project (BCP): All works and the real property associated with such works authorized by the Boulder Canyon Project Act, as amended, the Hoover Power Plant Act of 1984, as amended, and any future additions authorized by Congress, to be constructed and owned by the United States, but exclusive of the main canal and its related appurtenances authorized by the Boulder Canyon Project Act, known as the All-American Canal.
- 5.12 Boulder Canyon Project Act: The Act of Congress approved December 21, 1928 (45 Stat. 1057, 43 U.S.C. 617), as amended and supplemented.
- 5.13 Boulder Canyon Project Adjustment Act: The Act of Congress approved July 19, 1940 (54 Stat. 774, 43 U.S.C. 618), as amended and supplemented.
- 5.14 Boulder Canyon Project Ten Year Operating Plan (BCP Ten Year Operating Plan): The written product of the annual budget planning process for the on-going operation of the BCP, developed by Reclamation in consultation with Western and the Contractors. A preliminary and final plan will be developed each year. The final plan will include, but is not limited to, information regarding proposed budget and revenues, staffing projections, hydrology and generation projections, and historical data.
- 5.15 Capacity Dollar: The amount of revenue to be billed for BCP capacity allocation for each Fiscal Year. Such amount shall be fifty (50) percent of the Annual Revenue Requirement.

- 5.16 Change In Law: Any of the following events occurring after the execution date of this Contract: (a) a material change in or repeal of any applicable act, statute or regulation, or (b) an enactment or making of a new applicable act, statute or regulation.
- 5.17 Colorado River Dam Fund: The special fund in the United States Treasury established by Section 2(a) of the Boulder Canyon Project Act and available for carrying out the provisions of said Act, the Boulder Canyon Project Adjustment Act, the Hoover Power Plant Act of 1984, the Hoover Dam Miscellaneous Sales Act, and the Hoover Power Allocation Act of 2011.
- 5.18 Conformed Criteria: The Conformed General Consolidated Power Marketing Criteria or Regulations for Boulder City Area Projects, published in Federal Register Notice 49 FR 50582, dated December 28, 1984, as amended by 77 FR 35671, dated June 14, 2012.
- 5.19 Contingent Capacity: The aggregate of Schedule A Contingent Capacity, Schedule B Contingent Capacity, and Schedule D Contingent Capacity provided to all Contractors as set forth in Attachment No. 1, subject to reduction as provided in section 6.
- 5.20 Contractor(s): The parties specified in Attachment No. 4 that have a fully executed contract with Western for BCP electric service.
- 5.21 Contractor's Allocation: The Contractor's Contingent Capacity and Firm Energy provided for under this Contract as set forth in Exhibit A and inclusive of Excess Energy that may be available to the Contractor.
- 5.22 Contractor's Available Capacity: The Contractor's share of Available Capacity in accordance with section 6 and Exhibit C.

- 5.23 Contractor's Available Energy: The amounts of energy available to the Contractor for each Fiscal Year and Billing Period in accordance with section 6 and Exhibit C.
- 5.24 Contractor's Contingent Capacity: The aggregate of Contractor's Schedule A Contingent Capacity, Schedule B Contingent Capacity, and Schedule D Contingent Capacity provided to the Contractor as set forth in Exhibit A, subject to reduction as provided in section 6.
- 5.25 Contractor's Energy Dollar: The amount equal to the Energy Dollar for each Fiscal Year multiplied by each Contractor's Firm Energy percentage in Attachment No. 2.
- 5.26 Day: A calendar day.
- 5.27 Energy Deemed Delivered: The amount of energy scheduled, metered, and determined to be delivered to each Contractor, including Motoring Losses (ML) and Unloaded Synchronized Generation Losses (SL) as defined in Exhibit D attached hereto, all determined in accordance with the Metering and Scheduling Instructions (MSI) developed and agreed upon in accordance with subsection 6.12.2. Such energy amount shall exclude energy purchased by Western, at the request of a Contractor in accordance with subsection 6.9.4.
- 5.28 Energy Dollar: The amount of revenue to be billed for BCP energy allocation for each Fiscal Year. Such amount shall be fifty (50) percent of the Annual Revenue Requirement.
- 5.29 Environmental Attributes: The environmental characteristics that are attributable to a renewable energy resource, or to renewable energy from such a renewable energy resource, which shall include, but not be limited to, renewable energy or

tax credits, offsets and benefits; green tags (regardless of how any present or future law or regulation attributes or allocates such characteristics); credits towards achieving renewable portfolio standard or emissions standards, and any reporting rights associated with any of the foregoing. Where practicable, such Environmental Attributes (such as renewable energy credits) shall be expressed in MWh, with one (1) MWh of Environmental Attributes produced for each one (1) MWh of energy generated by the renewable energy resource.

- 5.30 Excess Capacity: Capacity in excess of 2074 MW from Hoover Powerplant provided under this Contract.
- 5.31 Excess Energy: Energy in excess of 4,501.001 million kilowatt hours in any Fiscal Year obligated from the Hoover Powerplant in accordance with section 105 (a) (1) (C) of the Hoover Power Plant Act of 1984, as amended by the Hoover Power Allocation Act of 2011.
- 5.32 Federal Projects: The Boulder Canyon Project and the Parker-Davis Project.
- 5.33 Firm Energy: Energy obligated from Hoover Powerplant in accordance with section 2 of the Hoover Power Allocation Act of 2011 and the Conformed Criteria.
- 5.34 Firming Energy: Supplemental energy (with or without capacity) purchased by Western at the request of a Contractor to meet any deficiency in Firm Energy under Section 105 (a) (3) of the Hoover Power Plant Act of 1984, as amended by the Hoover Power Allocation Act of 2011.
- 5.35 Fiscal Year: The twelve (12) month period so designated by Federal law. Until changed by Federal law, Fiscal Year means the period commencing October 1 of each year, immediately after midnight of September 30, and ending at midnight of September 30 of the following year.

- 5.36 Hoover Power Allocation Act of 2011: The Act of Congress approved December 20, 2011 (125 Stat. 777, 43 U.S.C. 619a) that amends the Hoover Power Plant Act of 1984, for certain statutory schedules governing contracts for delivery commencing October 1, 2017, of hydroelectric power generated at the Hoover Powerplant to the BCP marketing area within Arizona, California, and Nevada.
- 5.37 Hoover Power Plant Act of 1984: The Act of Congress approved August 17, 1984 (98 Stat. 1333, 43 U.S.C. 619) and amended by the Hoover Power Allocation Act of 2011.
- 5.38 Hoover Powerplant: The power houses included in the Hoover Dam facilities, consisting of the existing seventeen (17) main generating units and their associated equipment used to produce the power and ancillary services related to the Contractors' Contingent Capacity and Firm Energy, as may be improved, replaced, renovated, or expanded during the term of this Contract.
- 5.39 Lay Off Power: Power made available from a Contractor that is unable to receive and make use of its allocated capacity and energy.
- 5.40 Loaded Synchronized Generation: The quantity of Synchronized Generation that is supplying energy.
- 5.41 Lower Colorado River Basin Development Fund Contribution Charge (LCRBDF Charge): Charge assessed on Energy Deemed Delivered and purchased by Contractors in Arizona, California and Nevada, developed in accordance with Title I, Section 102(c) of the Hoover Power Plant Act of 1984, as amended.
- 5.42 Lower Colorado River Multi-Species Conservation Program (MSCP): As defined in Section 9401 of the Omnibus Public Land Management Act of 2009 (Public Law 111-11; 123 Stat.1327).

- 5.43 Master Schedule: The schedule, described in subsection 6.10, prepared by Western each year and furnished to the Contractors setting forth Western's estimate of power available by months from the BCP for the sixteen (16) month period beginning on June 1 of any year and extending through September 30 of the next year for each of the Contractors.
- 5.44 Monthly Energy Ratio: The estimated amount of energy each Contractor is to receive each month in accordance with the Master Schedule divided by the total energy that Contractor is to receive in that Fiscal Year under the Master Schedule. The annual sum of the Monthly Energy Ratios for each Fiscal Year shall equal one (1) for each Contractor.
- 5.45 Native American Tribes: Federally recognized Indian tribes.
- 5.46 North American Electric Reliability Corporation (NERC): The North American Electric Reliability Corporation, or successor(s) organization. A not-for-profit international regulatory authority whose mission is to assure the reliability of the bulk power system in North America.
- 5.47 Nevada: The State of Nevada, represented, for purposes of this Contract, by the Colorado River Commission of Nevada.
- 5.48 Off-Peak Hours: As defined in Exhibit C.
- 5.49 Outage: Removal from service of a generating unit, transmission line, or other facility equipment.
- 5.50 Overruns: The use of capacity or energy in amounts greater than Contractor's Available Capacity and/or Available Energy provided for in this Contract.
- 5.51 Point(s) of Delivery: The point(s) at which Western delivers capacity and energy to the Contractor, as set forth in Exhibit B.

- 5.52 Power Repayment Study (PRS): The Power Repayment Study used by Western to calculate the Base Charge and capacity and energy rates for the BCP.
- 5.53 Rate Year: The Fiscal Year for which the Annual Revenue Requirement is forecast for annual rate determination purposes in the PRS.
- 5.54 Reclamation: Department of the Interior, Bureau of Reclamation.
- 5.55 Repayable Advances: The repayable capital investments determined in accordance with the Restated Agreement and Hoover Power Allocation Act of 2011.
- 5.56 Resource Integration Exchange Program (RIE Program): A voluntary program for exchange of energy facilitated by Western among BCP Contractors and between BCP Contractors and Parker-Davis Project contractors.
- 5.57 Restated Agreement: The Amended and Restated Boulder Canyon Project Implementation Agreement No. 95-PAO-10616 (Western) and No. 5-CU-30-P1128 (Reclamation), including all Attachments and any future exhibit(s).
- 5.58 Schedule A Contingent Capacity: The capacity shown in Attachment No. 1, as established by the Hoover Power Allocation Act of 2011 and the Conformed Criteria.
- 5.59 Schedule A Contractor: An entity listed in Attachment No. 4 that has entered into a contract with Western in accordance with Section 105 (a) (1) (A) of the Hoover Power Plant Act of 1984, as amended by the Hoover Power Allocation Act of 2011, and the Conformed Criteria.
- 5.60 Schedule A Firm Energy: The energy shown in Attachment No. 2, as established by the Hoover Power Allocation Act of 2011 and the Conformed Criteria.

- 5.61 Schedule B Contingent Capacity: The capacity shown in Attachment No. 1, as established by the Hoover Power Allocation Act of 2011 and the Conformed Criteria.
- 5.62 Schedule B Contractor: An entity listed in Attachment No. 4 that has entered into a contract with Western in accordance with Section 105 (a) (1) (B) of the Hoover Power Plant Act of 1984, as amended by the Hoover Power Allocation Act of 2011, and the Conformed Criteria.
- 5.63 Schedule B Firm Energy: The energy shown in Attachment No. 2, as established by the Hoover Power Allocation Act of 2011 and the Conformed Criteria.
- 5.64 Schedule C: The schedule so captioned appearing in Section 2(c) of the Hoover Power Allocation Act of 2011 and adopted by the Conformed Criteria, reproduced in Exhibit A.
- 5.65 Schedule D Contingent Capacity: The capacity shown in Attachment No. 1, as established by the Hoover Power Allocation Act of 2011 and the Conformed Criteria.
- 5.66 Schedule D Contractor: An entity listed in Attachment No. 4 that has entered into a contract with Western in accordance with Section 2(d) of the Hoover Power Allocation Act of 2011 and the Conformed Criteria.
- 5.67 Schedule D Firm Energy: The energy shown in Attachment No. 2, as established by the Hoover Power Allocation Act of 2011 and the Conformed Criteria.
- 5.68 Scheduling Entity(ies): Western or an entity(ies) designated by the Contractor to schedule the Contractor's power with Western at the BCP Point of Delivery in accordance with subsection 6.11.5.

- 5.69 Summer: For the purpose of purchasing Firm Energy, the seven (7) month period beginning on the first (1<sup>st</sup>) Day of the March Billing Period of any year, extending through the last Day of the September Billing Period of that year.
- 5.70 Supplemental Firming Purchases: Supplemental purchases of capacity and/or energy to increase the Contractor's energy deliveries up to one-hundred (100) percent capacity factor of the Contractor's Contingent Capacity.
- 5.71 Synchronized Generation: Contingent Capacity available from any of the Hoover Powerplant generating units synchronized to Western's power system.
- 5.72 Tribal Contractors: Contractors that are Native American Tribes including an entity, enterprise, or authority of a Native American Tribe(s) that is formed by such tribe(s) to lawfully use the Contractor's Allocation.
- 5.73 Unloaded Synchronized Generation: The difference between scheduled Synchronized Generation and Loaded Synchronized Generation. Exhibit D documents the formula for energy used to supply Unloaded Synchronized Generation.
- 5.74 Winter: For the purpose of purchasing Firm Energy, the five (5) month period beginning on the first (1<sup>st</sup>) Day of the October Billing Period of any year and extending through the last Day of the February Billing Period in the next year.
- 5.75 Western Electricity Coordinating Council (WECC): The Western Electricity Coordinating Council, or successor(s) organization.
- 5.76 Working Capital: Funds advanced by the Contractors to meet BCP cash flow needs. Such funds will be adjusted, if needed, through the Annual Revenue Requirement in accordance with Section 15 and Attachment 3.IA of the Restated Agreement.

6. **ELECTRIC SERVICE TO BE FURNISHED:**

6.1 **Water Operations, Power Generation and Delivery Responsibilities:**

Nothing in this Contract shall impede or inhibit the statutory requirement that Hoover Dam and Lake Mead shall be used: first, for river regulation, improvement of navigation and flood control; second, for irrigation and domestic uses and satisfaction of present perfected rights in pursuance of Article VIII of the Colorado River Compact; and third, for power.

6.1.1 **Responsibilities of Reclamation:** Reclamation has the responsibilities for: water operations, power generation, development of the BCP Ten Year Operating Plan, financial integrity, repayment of the BCP and the administration of the Colorado River Dam Fund and MSCP.

6.1.1.1 Reclamation shall schedule the release of water to meet statutory requirements as specified in subsection 6.1.

6.1.1.2 In scheduling the release of water in subsection 6.1.1.1, Reclamation shall release water through the Hoover Powerplant so that energy is generated; bypass and spills will be avoided unless necessary to meet flood control, dam safety, operations and maintenance requirements, or other critical hydrologic or operational reasons to be determined.

6.1.1.3 Reclamation shall accept the real-time scheduling by Western in accordance with the monthly and sub-monthly period schedules (including revisions to the monthly and sub-monthly period schedules) provided by Reclamation.

6.1.1.4 Reclamation is responsible for the operation, maintenance, repairs, and replacements, and for investigations and inspections necessary to keep Hoover Dam and powerplant operational in accordance with regulatory, safety, and security requirements, and Reclamation practices and standards. Reclamation will make every effort to schedule and complete all inspections, maintenance, repairs and replacements in a manner that is timely and efficient and coordinate with Western as appropriate.

6.1.1.5 Reclamation shall, except in case of emergency, give Western reasonable notice in advance of any change in delivery of water in accordance with subsection 6.10.7, and Western shall promptly forward such notice to the Contractors.

6.1.2 Responsibilities of Western: Western shall operate, maintain, replace and repair the Federal electric delivery system and coordinate the scheduling of the deliveries of the Contractor's Contingent Capacity, Firm Energy, and Excess Energy allocations from the Hoover Powerplant to the BCP Point of Delivery as set forth in Exhibit B. Western shall calculate the Base Charge and set rates and charges which will recover costs as set forth in 10 CFR Part 903 and 10 CFR Part 904. Western shall measure and account for power deliveries, render bills, and maintain books of account to ensure the financial integrity of the BCP.

6.1.2.1 Western shall accept power from Reclamation and, subject to the terms and conditions stated in this Contract, schedule, deliver, and measure said power to the Contractor from and after the date

of initial service, as provided in subsection 4.2, at the Point(s) of Delivery and voltage set forth in Exhibit B.

6.1.2.2 Western shall be permitted to satisfy its obligations under this Contract by use of generation from Hoover Powerplant, the Parker-Davis Project, or other sources of generation available to Western; provided, that the measure of the Contractor's rights to power hereunder shall be the quantity of capacity and energy available from Hoover Powerplant. Western will satisfy its obligations under this Contract by use of generation from sources other than Hoover Powerplant and the Parker-Davis Project (i) as required to meet the statutory requirements for water releases as specified in subsection 6.1 and (ii) only in quantities that do not exceed fifteen (15) percent of the forecast energy production of the Hoover Powerplant over the term of the Contract. Western will use best efforts to minimize use of generation from sources other than Federal Projects to satisfy its obligations under this Contract. Power made available to the Contractor, exclusive of Firming Energy purchases under subsection 6.9.4 which are scheduled and accounted for separately from the above power deliveries, shall be deemed to be from Hoover Powerplant. Subject to the Contract rights of all Contractors being preserved, except as provided in subsection 6.11.2, Western will utilize the BCP to optimize the operation of Federal Projects in coordination with Western's BA requirements. Western shall be obligated to provide Ancillary Services to the Contractor in

quantities that can be provided by Hoover Powerplant, except as provided in subsection 6.11.2; provided, that Western may provide Ancillary Services from other resources, if such Ancillary Services can be made available from such other resources in the same quantity and quality as if such Ancillary Services were provided by Hoover Powerplant, subject to the limitations of subsection 6.11.2.

- 6.1.2.3 If integrated operation of the BCP with other Federal Projects confers a substantive power benefit upon such other Federal Projects, or if a substantive power benefit is conferred by other Federal Projects upon the BCP, Western shall equitably apportion such benefits and appropriate charges among the Federal Projects following consultation among the affected projects' contractors. Western shall provide the Contractor an opportunity to review, discuss, and comment on any integration agreement prior to execution of such agreement.
- 6.1.2.4 Western shall provide annual reports on integration of the projects assessing the impacts of integration. Western shall also report annually revenues collected from other Western customers into the BCP and losses assessed to Western for use of capacity. Western shall meet and confer with the Contractors regarding resource integration and revenues collected from other Western customers when requested.
- 6.1.2.5 Western will provide contractors of the Federal Projects the opportunity to review, discuss, and comment on the specific

guidelines Western will use for project integration in advance.

Western will publish, maintain, and follow these guidelines for project integration and will submit proposed changes to contractors of the Federal Projects in advance to provide the same opportunity to review, discuss, and comment.

- 6.2 Undertaking of Western to Provide Contingent Capacity: Western shall provide, and the Contractor shall accept and schedule directly or through one (1) or more Scheduling Entities designated as provided for in this Contract, the Contractor's Contingent Capacity as set forth in this Contract.
- 6.3 Determination of Reductions in Contingent Capacity: Reductions to Contingent Capacity may result due to Outages, river operation, or reservoir drawdown. Notice of reductions in Contingent Capacity shall be provided in accordance with the MSI.
- 6.3.1 Any reduction in Contingent Capacity due to a reduction in generating capacity or in the availability of capacity of the Hoover Powerplant, whether scheduled or unscheduled, shall be determined by Reclamation.
- 6.3.2 Any reduction in Contingent Capacity due to a reduction in transmission capability, whether scheduled or unscheduled, of the BCP transmission or delivery system, shall be determined by Western.
- 6.4 Allocation of Reductions in Contingent Capacity: Reductions in Contingent Capacity shall be borne pro rata among Schedule A, Schedule B, and Schedule D Contingent Capacity, and each Contractor's reduction in Contingent Capacity shall be based on the Contractors' Contingent Capacity allocation percentages in Attachment No. 1.

- 6.5 Availability of Excess Capacity: If Excess Capacity exists, Western shall make available such capacity on a pro rata basis to Schedule A, Schedule B, and Schedule D Contractors based on the allocation percentages in Attachment No. 1.
- 6.6 Limitations on Energy Deliveries: Electric energy shall be delivered to the Contractor in quantities which the Contractor may schedule or have scheduled, up to the Contractor's Available Capacity. The simultaneous rate of delivery of Firm Energy and Excess Energy at the Point of Delivery shall not exceed the Contractor's Available Capacity. Contractor's Available Capacity shall be available in any hour within the Billing Period except for reductions in accordance with subsection 6.11.
- 6.7 Contractor's Firm Energy Allocations and Excess Energy Priority:  
Western shall allocate and deliver, and the Contractor shall schedule Firm Energy and Excess Energy, as follows:
- 6.7.1 Schedule A Firm Energy: The allocation of Schedule A Firm Energy as listed in Exhibit A.
- 6.7.2 Schedule B Firm Energy: The allocation of Schedule B Firm Energy as listed in Exhibit A.
- 6.7.3 Schedule D Firm Energy: The allocation of Schedule D Firm Energy as listed in Exhibit A.
- 6.7.4 Total of Schedule A, Schedule B, and Schedule D, Firm Energy: The quantity of Firm Energy allocated to the Contractor expressed as a percentage of the aggregate of Schedule A, Schedule B, and Schedule D, Firm Energy allocated to all Contractors as listed in Exhibit A.
- 6.7.5 Schedule C Excess Energy: The allocation for First, Second, and Third priority Excess Energy as set forth in Exhibit A.

6.7.6 Contractor's Available Energy: Established annually in accordance with subsections 6.8, 6.9, and Exhibit C.

6.8 Annual Energy:

6.8.1 Master Schedule: The Contractor's Available Energy, including any Excess Energy for the Summer and the Winter, and for each Billing Period of the ensuing sixteen (16) month period shall be set forth in the final Master Schedule. The Contractor's Available Energy, including any Excess Energy available, shall be determined in accordance with Exhibit C utilizing the gross energy that would have been produced at the Hoover Powerplant adjusted for energy exchanged with the Parker-Davis Project, without any loss of efficiency for providing Ancillary Services less station service use (exclusive of motoring energy) less transformer and transmission line losses to the Point(s) of Delivery at the Mead 230-kV Bus, shown in Exhibit B.

6.8.2 Allocation of Excess Energy: Whenever Excess Energy is available, Western shall deliver Excess Energy in accordance with the allocation and the order of priority set forth in Schedule C, shown in Exhibit A.

6.9 Deficiencies in Firm Energy:

6.9.1 The difference between 4,527.001 million kilowatt hours and 4,501.001 million kilowatt hours of energy generation during any Fiscal Year is deemed to be a deficiency in Firm Energy. To the extent that the actual generation at Hoover Powerplant in any Fiscal Year (less deliveries thereof to Arizona required by its first priority under Schedule C, whenever actual generation in any Fiscal Year is in excess of 4,501.001 million kilowatt hours) is less than 4,527.001 million kilowatt hours, such

deficiency shall be borne by each Contractor according to the percentages shown in Exhibit A.

- 6.9.2 Change in Characterization of Energy: When Excess Energy is forecast, scheduled, and delivered during any Fiscal Year, and later during such period it is forecast that only Firm Energy or a reduced quantity of Excess Energy deliveries can be made, the amount of over-delivered Excess Energy shall be accounted for and deducted from the Contractor's Available Energy in future months or as otherwise agreed upon, in accordance with the MSI provided for in subsection 6.12.2.
- 6.9.3 Minimum Schedules: The Contractor may be required to schedule or have scheduled a minimum amount of energy at times to meet minimum power system or water delivery requirements. Western may also require the Contractor to schedule energy up to ten (10) percent of the Contractor's Available Capacity for the current hour and next hour, if necessary, during low load hours when system frequency is high to meet power system minimum requirements. Western may require the Contractor to schedule a minimum amount of energy during Off-Peak Hours in order to allow Reclamation to comply with required minimum water releases. The number of kilowatt-hours to be taken during the Off-Peak Hours to meet minimum requirements will not exceed twenty-five (25) percent of the Contractor's monthly energy allocation, subject to critical conditions pertaining to reservoir drawdown, Outages, or river operations.
- 6.9.4 Firming Purchases: At the request of the Contractor and at the Contractor's expense, Western shall purchase Firming Energy to meet that Contractor's Firm Energy deficiency. Such firming purchases shall be

subject to a prior written agreement between the Parties that requires the Contractor to advance fund firming purchases and contains terms acceptable to both Parties. Under such agreements, Western shall make other purchases of capacity and/or energy to increase the Contractor's energy deliveries up to one-hundred (100) percent capacity factor of the Contractor's Contingent Capacity (Supplemental Firming Purchases) if requested by the Contractor. The price to the Contractor for Firming Energy and Supplemental Firming Purchases shall not include the LCRBDF Charge.

6.9.5 Lay Off of Energy: In the event a Contractor is unable to receive and make use of all or part of the Contractor's Available Energy in any month and declares an amount of energy to be available for lay off (Lay Off Energy), the Contractor may request Western to offer Lay Off Energy: first to other Contractors in the same schedule from which the Contractor's Allocation originates; second to all other Contractors; and third to any potential purchaser. No other Contractor shall be obligated to accept any Lay Off Energy. The charge to be paid by a purchaser agreeing to accept Lay Off Energy shall be the charge that would have been paid by the Contractor requesting the lay off of such energy including the LCRBDF Charge applicable to Firm Energy. A Contractor requesting Western to lay off the Contractor's Available Energy shall not be relieved of its obligation to pay for the Contractor's Available Energy. Any revenues received by Western under this subsection shall be credited against the requesting Contractor's obligation.

6.9.6 Lay Off Power: In the event a Contractor is temporarily unable to receive and make use of its Contractor's Allocation, the Contractor may request Western to offer Lay Off Power: first to Contractors within the same schedule from which the allocation originates; second to all other Contractors; and third to any potential purchaser. No other Contractor shall be obligated to accept any Lay Off Power. All Lay Off Power offers and resulting capacity and energy adjustments shall be made a minimum of one (1) full calendar month preceding such time as the Contractor is unable to receive and make use of its Contractor's Allocation. The charge to be paid by a purchaser agreeing to Lay Off Power shall be the charge that would have been paid by the Contractor requesting the lay off of such power including the LCRBDF Charge applicable to Firm Energy. Payments for the MSCP are a continuing obligation of the Contractor which are not collected under this Contract and therefore not paid by the purchaser of Lay Off Power. A Contractor unable to receive and make use of its Contractor's Allocation shall not be relieved of its obligation to make payments for the Contractor's Allocation. Any revenues received by Western under this subsection shall be credited against the requesting Contractor's obligation. Lay off of less than the full Contractor's Allocation will be allowed if Western develops the technical capability to do so in a practical manner.

6.10 Procedure for Developing the Master Schedule:

6.10.1 Integration of BCP: Western will use the BCP with other resources available in order to make the deliveries of power from the BCP more useful to the Contractors in accordance with subsection 6.1. Such

integration shall not impair the rights of any Contractor. Western will provide an annual integration plan with other Federal Projects for Contractor review and comment prior to development of the Master Schedule for that year.

6.10.2 Preparation of Draft Master Schedule: On or around March 1 of each year, Western shall furnish to the Contractor for review the first draft Master Schedule. The first draft of the Master Schedule shall contain the following by month for the BCP: (i) Reclamation's Hoover Dam 17-Month Operating Schedule showing estimated capacity and planned Outages; and (ii) a draft power generation schedule showing the best available forecast of energy, including projected integration with other Federal Projects, and a tabulation of forecasted Available Capacity to the Contractors during the ensuing sixteen (16) month period beginning on the 1<sup>st</sup> Day of the month subsequent to the month the draft Master Schedule is issued. On or around May 1 of each year, Western shall furnish to the Contractor for review the second draft Master Schedule. The second draft of the Master Schedule shall contain everything that the first draft of the Master Schedule contained plus the results of any BCP Contractor's participation in the RIE Program.

6.10.3 Contractor's Proposed Delivery Schedule: Within fifteen (15) Days after receipt of the information listed in subsection 6.10.2, the Contractor may submit to Western comments on the draft Master Schedules.

6.10.4 Review of Draft Schedule: Western shall meet with all interested Contractors to review the draft Master Schedule including any proposed integration schedule and alternative schedules. Western shall provide

written notice to each Contractor thirty (30) Days prior to the date and location of such meeting.

6.10.5 Issuance of Final Master Schedule: After Western has considered any Contractor(s) comments provided for in subsections 6.10.3 and 6.10.4, it shall issue the final Master Schedule. Prior to September 1 of each year, Western shall furnish to the Contractor the final Master Schedule containing by month for the BCP: (i) Hoover Dam 17-Month Operating Schedule for the Hoover Powerplant showing estimated capacity and Outages; (ii) a power generation schedule showing the best available forecast of energy, including projected integration with the Parker-Davis Project, and a tabulation of forecasted Available Capacity to the Contractors; and (iii) the results of any Contractor's participation in the RIE Program during the ensuing sixteen (16) month period beginning on June 1 of the current year and extending through September 30 of the next year for each of the Contractors. The RIE Program in no way limits Western's integration of the BCP with Parker-Davis Project and other sources available to Western.

6.10.6 Revisions of Master Schedule: In the event of forced Outages, a change in forecasted river operations, or in scheduled Outages that necessitates a revision of the then effective Master Schedule, a revised Master Schedule shall be furnished to the Contractors as soon as possible after the data becomes available.

6.10.7 Reclamation's Right to Change Schedules: Reclamation reserves the right to reschedule, temporarily discontinue, reduce, or increase the delivery of water for the generation of electrical energy at any time in coordination

with Western to allow for changing reservoir and river conditions;  
maintenance, repairs, replacements and for investigations or inspections;  
or by reason of compliance with the statutory requirement referred to in  
subsection 6.1.

6.11 Use of Generation:

6.11.1 Scheduling Generation: Within the constraints of Outages, river operations, or reservoir drawdown, and to the extent the Contractor does not exceed its energy allocation, emergencies excepted, the Contractor shall have the right to schedule or have scheduled Loaded Synchronized Generation and Unloaded Synchronized Generation, the sum of which shall not exceed the Contractor's Available Capacity. Synchronized Generation shall be scheduled in advance following the NERC and WECC prescheduling calendars, emergencies excepted, and accounted for on the basis of such advance schedules, all in accordance with the MSI agreed upon in accordance with subsection 6.12.2. The MSI will provide for modifying such schedules to the needs of day-to-day or hour-by-hour operation.

6.11.2 Ancillary Services: Subject to subsection 6.11.1, the Contractor, through use of a dynamic signal from the Contractor or a Scheduling Entity to a control center designated by Western, or through other methods and procedures agreed upon by the Contractor and Western, shall have the right to use previously scheduled Synchronized Generation from zero (0) to full scheduled Synchronized Generation and the reverse; provided, that a Contractor's use of capacity for Ancillary Services shall not (i) have a detrimental effect on power system equipment at Hoover Powerplant or on river operations, as determined by Reclamation in accordance with

subsection 6.1.1; (ii) impair the rights of other Contractors to use capacity for Ancillary Services; or (iii) have a detrimental effect on Western's ability to utilize the BCP to optimize the operation of the Federal Projects. If the Contractor's use of Ancillary Services does impair such rights or have such detrimental effect, the Contractor's use of capacity for Ancillary Services will be restricted to the extent necessary and for as long as the condition continues to exist or until the impairment or detrimental effect is corrected. Western shall promptly consult with the Contractors and determine with the Contractors how such impairment or detrimental effect may be corrected. If restriction on the use of the Contractor's capacity is due to the impairment of Western's ability to utilize the BCP to optimize the operation of the Federal Projects, Western shall not reduce the Contractor's use of capacity for Ancillary Services by more than ten (10) percent of the Contractor's Available Capacity for Ancillary Services.

6.11.2.1 For Contractors receiving delivery of their Contractor's

Available Energy deemed to be from Hoover Powerplant through static schedules, Western will provide ramping and hold reserves for such deliveries in accordance with regulatory standards.

6.11.3 Scheduling Under Emergency Conditions: During emergencies, the Contractor shall have the right for up to twelve (12) hours to schedule or have scheduled capacity in excess of previously scheduled amounts, up to its Contingent Capacity to the extent capacity is available. For purposes of this subsection and subsection 6.11.1, an emergency will be determined by the Contractor based upon standard utility practice.

6.11.4 Accounting for Use of Unloaded Synchronized Generation: The

Contractor's use of energy to support the use of Unloaded Synchronized Generation for Ancillary Services in any Billing Period shall be accounted for by a reduction in the Contractor's Available Energy in the following Billing Period. The amount of the reduction in the Contractor's monthly Available Energy shall be the Contractor's proportional share of the energy used to support Unloaded Synchronized Generation for the benefit of all Contractors, and shall be determined in accordance with Exhibit D. The procedure for reducing the Contractor's Available Energy shall be as set forth in the MSI or as otherwise agreed to.

6.11.5 Scheduling Entity(ies): In addition to the Authorized Representative(s) designated in section 23, the Contractor shall designate, by written notice to Western, a Scheduling Entity(ies) responsible for scheduling the Contractor's Allocation. Additional Scheduling Entities may be permitted subject to limits by Western in consideration of the additional cost and resources required. Any Contractor with deliveries in more than one (1) balancing area may at a minimum designate one (1) Scheduling Entity for each Balancing Authority. A Scheduling Entity must be designated at least sixty (60) Days prior to energy deliveries to said Scheduling Entity on behalf of the Contractor. The Contractor may change its Scheduling Entity upon sixty (60) Days written notice to Western, and the said change shall become effective at the beginning of the Billing Period immediately following the end of such notice period, provided that any necessary arrangements required to implement a Scheduling Entity change are in

place. In the event that the Contractor designates a Scheduling Entity which is also designated by other Contractors, energy deliveries shall be prorated by Western among, and charged and collected from, the Contractors for whom the same Scheduling Entity schedules generation, unless otherwise agreed to in writing by the Contractor(s) and such Scheduling Entity with written notice to and written agreement from Western. Said prorations shall be for a Billing Period and in the proportions that their respective Firm Energy and Excess Energy allocations bear to the aggregate Firm Energy and Excess Energy allocations of the Contractors for whom the Scheduling Entity schedules generation. In the event that the Contractor dynamically schedules generation through a Scheduling Entity that is a Contractor, energy reductions as provided in subsection 6.11.4 shall be borne by the Scheduling Entity in the absence of other written agreement between the Contractor(s) and such Scheduling Entity with written notice to and written agreement from Western. In the event that the Contractor dynamically schedules generation through a Scheduling Entity that is not a Contractor, energy reductions shall be borne by the Contractor. The procedures for metering and scheduling shall be included in the MSI.

6.11.6 Environmental Attributes: The Contractor shall have the right to utilize any Environmental Attributes associated with the Contractor's Allocation for compliance with any environmental laws, regulations, or standards applicable to the Contractor; provided, that any sale, transfer, or award of Environmental Attributes by the Contractor to third parties shall be subject to approval by Western, not to be unreasonably withheld. Western agrees

to undertake any reasonable actions necessary to effectuate the Contractor's use of the Environmental Attributes. Western makes no representation or warranty as to whether the Environmental Attributes associated with the Contractor's Allocation are compliance instruments that qualify for or meet any particular environmental laws, regulations, or standards applicable to the Contractor. The Contractor shall be responsible for all costs arising from or directly relating to the Contractor's use of Environmental Attributes. Any Environmental Attribute not utilized by the Contractor may be utilized by Western or Reclamation for the benefit of the Contractor or the BCP as appropriate and feasible; provided, that Western and Reclamation shall consult with the Contractor prior to utilization of any Environmental Attribute.

6.12 Coordination of Power System:

6.12.1 Operating Reserves: Each Party shall provide or cause to be provided applicable operating reserve requirements; provided, that such reserves shall meet or exceed the minimum reserve criteria established by the NERC, WECC, or successor organizations.

6.12.2 Metering and Scheduling Instructions (MSI): Scheduling of capacity and deliveries of energy shall be in accordance with the written MSI developed and agreed upon by the Authorized Representatives, detailing the operating arrangements and scheduling and accounting procedures to be used. The MSI shall be developed in conformity with the following principles:

6.12.2.1 The MSI are intended to implement the terms of this Contract, but not to modify or amend it and are, therefore, subordinate to this Contract.

6.12.2.2 It is the Contractor's responsibility to effectuate agreement(s) with Western and any third party or parties which may be necessary to enable the Contractor to accept deliveries hereunder, including arrangements necessary for dynamic scheduling if desired by the Contractor.

6.12.2.3 In the event that the Contractor's Authorized Representative does not execute the initial metering and scheduling instructions or any revised instructions which Western determines to be necessary, Western shall develop and temporarily implement revised instructions until mutually acceptable instructions have been developed and executed by Western, and the Authorized Representative of the Contractor.

7. **BILLINGS, PAYMENTS, AND SCHEDULE OF RATES:**

7.1 **General:** The Contractor shall pay monthly for electric service hereunder in accordance with the Base Charge and rates developed in accordance with the public process requirements required under 10 CFR Part 903, 10 CFR Part 904, and, to the extent applicable, Department of Energy Order RA 6120.2, as each may hereafter be amended or supplemented, and included in a rate schedule to be developed. The initial rate schedule is attached hereto as Attachment No. 5. Changes to the Base Charge or rates shall likewise be developed in accordance with the foregoing regulations and order.

- 7.2 Payment for Annual Base Charge: The Contractor shall pay for all of its proportionate share of the annual Base Charge as calculated below. Each monthly bill will include both a capacity charge and a charge for the associated Firm Energy. In addition to the proportionate share of the annual Base Charge, the Contractor shall pay the LCRBDF Charge on all Energy Deemed Delivered during the Billing Period, which excludes purchases of Firming Energy. Western shall continue to bill the Contractor for its portion of the annual Base Charge, regardless of the actual output of Hoover Powerplant, for reasons including but not limited to, low reservoir elevation or other uncontrollable forces.
- 7.3 Base Charge Calculation: The Base Charge shall be so calculated as to provide the dollar amount of the estimated Annual Revenue Requirement of the BCP during each of the next five (5) Fiscal Years. Prior to October 1 of each Rate Year, Western shall determine the Base Charge through the Rate Year Power Repayment Study (PRS) and an estimate for the four (4) Fiscal Years following the Rate Year. Each Fiscal Year may have a different Base Charge.
- 7.4 Annual Revenue Requirement Formula: The Annual Revenue Requirement (C) for the BCP shall be established in accordance with the following formula:  

$$C = O\&M + DS + PR + MC + WC + P - (W + VF + B + CO + O),$$
where
- 7.4.1 O&M is the cost associated with Reclamation's and Western's projected BCP operation and maintenance costs, which include costs for the operation and maintenance of the visitor facilities.
- 7.4.2 DS is the debt service cost associated with the BCP debt owed to the United States Treasury, which includes annual interest, capital costs of investments and repayment of the remaining balance on twenty-five (25) million dollars that was allocated to flood control, as defined in

10 CFR Part 904 Section 904.5(b)(2), (5), (6) and (7). Debt associated with the visitor facilities and air slots incurred prior to October 1, 2017, is no longer an obligation owed to the United States. The United States Treasury debt associated with general maintenance and equipment (GM&E) and dam appurtenances (D&A) are repaid as of October 1, 2017. DS is determined by the uniform debt service over its full allowable remaining amortization period; provided, however, that the cumulative amount of principal to be paid by the Contractors over the term of the Contract shall be no greater than the sum of the principal amounts over such period which would result from uniform annual annuity payments for each debt item issued over its allowable repayment period shown in 10 CFR Part 904 Section 904.5 (c).

- 7.4.3 PR is the cost associated with Reclamation's and Western's projected replacement costs for the BCP, which include costs for visitor facilities replacements.
- 7.4.4 MC is BCP related costs to be recovered by the Base Charge, not defined in any other category within the formula of the Annual Revenue Requirement, in an amount determined after consultation among Western, Reclamation, and the Contractors.
- 7.4.5 WC is the Working Capital adjustment (increase or decrease).
- 7.4.6 P is the payments to the States of Arizona and Nevada, in accordance with 10 CFR Part 904 Section 904.5(b) (4).
- 7.4.7 W is the annual water diversion revenue received by Reclamation in accordance with its water contracts as authorized by the Boulder Canyon Project Act.

- 7.4.8 VF is the revenue associated with the visitor facilities.
- 7.4.9 B is the benefits paid to (-) or benefits received from (+) the Parker-Davis Project.
- 7.4.10 CO is the carryover of revenue surplus (+) or deficit (-) from the previous Fiscal Year as shown in the PRS excluding the funds for the working capital balance.
- 7.4.11 O is revenue and funds from any other source as properly allocated to the BCP in accordance with published regulations.
- 7.5 Forecast Rates: One-half of the estimated Annual Revenue Requirement shall be provided by revenues from the sale of capacity (Capacity Dollar) and one-half by revenue from the sale of energy (Energy Dollar). Once the Annual Revenue Requirement is determined for each Rate Year, Western shall calculate a Forecast Capacity Rate and a Forecast Energy Rate. The Forecast Capacity Rate shall be equal to the Capacity Dollar divided by 2,074,000 kilowatts. The Forecast Energy Rate shall be equal to the Energy Dollar divided by the lesser of the total Master Schedule energy or 4,501.001 million kilowatt-hours.
- 7.6 Capacity Charge: For each month in the Rate Year, Western shall bill each Contractor for a capacity charge equal to one-twelfth (1/12) of the Capacity Dollar multiplied by each Contractor's Contingent Capacity percentage as set forth in Attachment No. 1.
- 7.7 Energy Charge: For each month in the Rate Year, Western shall bill each Contractor for an energy charge equal to that period's Monthly Energy Ratio, multiplied by the Contractor's Energy Dollar.
- 7.8 Calculated Energy Rate: Within ninety (90) Days after the end of the Fiscal Year and the Energy Deemed Delivered has been determined, Western shall determine

the Calculated Energy Rate by dividing fifty (50) percent of the Annual Revenue Requirement by the Energy Deemed Delivered. For any Rate Year in which Energy Deemed Delivered is greater than 4,501.001 million kilowatt hours,

Western shall apply the Calculated Energy Rate to each Contractor's Energy Deemed Delivered to determine the Contractor's actual energy charge. Western shall then establish a credit or debit for each Contractor based on the difference between the Contractor's Energy Dollar and the Contractor's actual energy charge, to be applied in the month following the calculation or as soon as possible thereafter. The sum of all such credits due the Contractors shall equal the sum of all debits paid by the Contractors in each Fiscal Year.

7.9 Carryovers: In any Fiscal Year when a carryover exists due to Actual Expenses being less than the Annual Revenue Requirement and/or actual revenues being more than the estimated revenues on which capacity and energy payments were based, such carryover shall reduce the next Fiscal Year Annual Revenue Requirement.

7.10 Overruns: Overruns will be as provided for in accordance with subsection 7.5 of the MSI and Attachment No. 5 using the Forecast Capacity Rate and the Forecast Energy Rate applicable for each month for each Contractor that incurs Overruns. Such amounts shall be considered other revenue (O) in the Annual Revenue Requirement calculation and shall be carried over to the next Fiscal Year. Additionally, such amounts shall not be used in the calculation cited in subsection 7.8.

7.11 Review of Base Charge: The Base Charge shall be reviewed annually with the Contractors. The Base Charge shall be adjusted either upward or downward annually if necessary to assure sufficient revenues to effectuate payment of all

costs and financial obligations associated with the BCP in accordance with 10 CFR Part 904.5. The Administrator shall provide all Contractors an opportunity to comment on any proposed adjustment to the Base Charge in accordance with the Department of Energy's power rate adjustment procedures then in effect.

7.12 Rates: The rate methodology and the calculated rates established in accordance with this section 7 for the first Rate Year, and established each fifth (5<sup>th</sup>) Fiscal Year thereafter, shall become effective provisionally upon approval by the Deputy Secretary of Energy subject to final approval by the Federal Energy Regulatory Commission. For all other Fiscal Years, the rate shall become effective upon approval by the Deputy Secretary of Energy.

7.13 Billing and Transfer of Funds: Bills will be issued for the preceding month within three (3) working Days after the end of the Billing Period. Payments of bills issued by Western are due and payable by the Contractor before the close of business on the twentieth (20th) Day after issuance of the bill, or the next business Day thereafter, if said Day is Saturday, Sunday, or a Federal holiday. Western shall transfer the revenue collected from the Contractor to Reclamation's account on the next to last business Day of each month, except for the month of September when the transfer shall be made on the last business Day of the month.

8. **HOOVER POWERPLANT REPLACEMENTS, MODIFICATIONS, OR**

**ADDITIONS**: Funding provided under this Contract for replacements, modifications, or additions relating to Hoover Powerplant may result in an increase of the generation capacity, energy efficiency, or a change in Ancillary Services from Hoover Powerplant. The increased capacity, energy, or other power attributes resulting from such replacements, modifications, or additions shall be made available to the Contractors on a

pro rata basis in accordance with section 6. Other power development not included in the BCP Ten Year Operating Plan shall be implemented in accordance with Section 11 of the Restated Agreement. Agreements for such other power development under Section 11 of the Restated Agreement shall require payments to the BCP as appropriate.

9. **RESALE OF ELECTRIC ENERGY:**

9.1 **Distribution Principles:** The purpose of making low-cost, Federally-generated power available is to encourage the most widespread use thereof, and therefore for entities which resell power purchased under this Contract the benefits of electric service supplied under this Contract shall be made available to its consumers at rates or charges that are established at the lowest possible level consistent with sound business principles. These rates or charges must be established in an open and public manner. The Contractor further agrees that it will identify the costs of electric service supplied under this Contract to its consumers upon request. The Contractor will demonstrate compliance with the requirements of this subsection to Western upon request.

9.2 **Sales to Resale Customers:** No Contractor shall sell for profit any of the power contracted for hereunder to any Contractor or to any resale customer of the Contractor for resale by that resale customer, provided, that Contractor transactions utilizing capacity and/or energy under this Contract with an entity or entities that coordinate, control, monitor, or support operation of the bulk electric system, or act as a marketplace operator in wholesale power, or procure products or service on behalf of any such entity, including but not limited to independent system operators, regional transmission organizations, Balancing Authorities, or successor organizations associated with the Contractor's load shall not be considered a sale for resale. Contractor transactions utilizing capacity and/or

energy purchased under this Contract with their designated Scheduling Entity shall also be permitted subject to Western's review that such transactions result in delivery of electric service to the Contractor or the Contractor's customers consistent with subsection 9.1.

- 9.3 Delivery Arrangements for Native American Tribes: Delivery arrangements for Native American Tribes published in the Federal Register Notice 78 FR 79443, dated December 30, 2013, may be made with other Western electric service customers within the BCP marketing area. Such delivery arrangements, which may include benefit or bill crediting to allow Native American Tribes to receive the economic benefit of their allocations, shall not be considered a sale for resale. MSCP payments and LCRBDF Charges for Tribal Contractors shall be determined based on the location of the Tribal Contractors irrespective of the delivery arrangements.

10. **INTEGRATED RESOURCE PLANS AND SMALL CUSTOMER PLANS:**

- 10.1 The Contractor shall comply with the IRP, Small Customer Plan, or other acceptable plan, as applicable, in accordance with the EPAMP, dated March 30, 2000, in Federal Register Notice 65 FR 16789.
- 10.2 Western shall administer the IRP or other acceptable plan requirements, as applicable, in accordance with the EPAMP. Subject to approval by Western, plans submitted to state authorities, with any needed supplements or modifications, may also meet the IRP requirements. Allocations for Native American Tribes delivered to other Western customers, as provided for in the Federal Register Notice 78 FR 79443, dated December 30, 2013, may be reported by the entity receiving the allocation in accordance with a benefit or bill crediting arrangement. Contractors that subcontract their Contractor's Allocations may

meet the IRP requirements through submission of the proper IRP's or other acceptable plans by each of the Contractor's subcontractors.

10.3 The Contractor's failure to comply with the IRP or acceptable plan requirements, after exhaustion of all appeals, will result in the application of penalties in accordance with the EPAMP Federal Register Notice 65 FR 16801, dated March 30, 2000. These penalties shall not be applied to Tribal Contractors who have allocations delivered to other Western customers in accordance with benefit crediting arrangements.

11. **LOWER COLORADO RIVER MULTI-SPECIES CONSERVATION PROGRAM:**

In accordance with the Hoover Power Allocation Act of 2011 and the Conformed Criteria, each Schedule D Contractor shall pay its proportionate share of its State's respective contribution to the cost of the MSCP. The billing and collection of MSCP payments will be in accordance with the Restated Agreement. These costs will not be billed or collected under this Contract.

12. **CREDITWORTHINESS:** Due to the distinctive funding aspects and advance working capital funding requirements of the BCP, Western's Creditworthiness Procedures do not apply to this Contract. Section 17 addresses the manner in which Contractors who are in default due to non-payment may provide financial assurance to restore electric service.

13. **REPAYABLE ADVANCES:** In accordance with the Hoover Power Allocation Act of 2011, Reclamation, on behalf of Western, shall collect from Schedule D Contractors a pro rata share of Repayable Advances for distribution to Schedule A and Schedule B Contractors as specified in the Restated Agreement. Collection and distribution of Repayable Advances at the end of the term of this Contract are provided for under the Restated Agreement.

14. **OBLIGATION TO EXECUTE RESTATED AGREEMENT:** The Parties shall complete and execute the Restated Agreement, consistent with this Contract and in accordance with the Hoover Power Allocation Act of 2011. The Restated Agreement is intended to implement the terms of this Contract, but not to modify or amend this Contract.
15. **REALLOCATION OF SCHEDULE D POWER NOT UNDER CONTRACT BY OCTOBER 1, 2016:** As prescribed by the Federal Register Notice 78 FR 79443, dated December 30, 2013, any Schedule D power allocated by Western not under contract by October 1, 2016, shall be made available for redistribution on a pro-rata basis to remaining Schedule D allottees. If Western has determined that any Schedule D power will not be under contract on October 1, 2016, Western will provide written notice to all Schedule D Contractors. Schedule D Contractors will have sixty (60) Days to accept by written notice any such additional Schedule D power that may become available from reallocation. Once a reallocation of Schedule D power is completed, Western shall issue a new Exhibit A to affected Schedule D Contractors to reflect the revised allocations and revised Attachments Nos. 1 and 2 to all Contractors. No Contractor's Contingent Capacity or Firm Energy allocation will be reduced by a reallocation of Schedule D power. Any Schedule D power not under contract by October 1, 2017, shall be distributed to Schedule A and Schedule B Contractors as prescribed by the Hoover Power Allocation Act of 2011.
16. **RELINQUISHMENT AND REALLOCATION OF CONTRACTOR'S ALLOCATION:**
- 16.1 At any time the Contractor may make a written request to Western to relinquish all of the Contractor's Allocation for the remaining duration of this Contract.
- Upon receiving a written request for relinquishment, Western shall provide notice

to other Contractors within thirty (30) Days and seek to reallocate the Contractor's Allocation as provided for in subsections 16.2 through 16.8.

Western may consider reallocation of less than all of the Contractor's Allocation if requested. Western reserves the right, however, to not provide for any reallocation to an entity that it deems a financial risk to the BCP so long as reallocation is not withheld from a Contractor with a timely payment history. The Contractor shall remain responsible for all payments under this Contract unless and until a reallocation of the Contractor's Allocation is implemented.

- 16.2 For Schedule D power allocated to entities in California, Western shall first offer the Contingent Capacity and Firm Energy to all other Schedule D Contractors in California, next to all other Schedule D Contractors, and last to all other Contractors.
- 16.3 For Schedule D power allocated by Western and offered through the Arizona Power Authority (APA) or the Colorado River Commission (CRC), Western shall first offer, pro rata, the Contingent Capacity and Firm Energy to other Schedule D subcontractors that are Western allottees in their respective State. If any Schedule D power allocated by Western and offered through APA or CRC remains, Western shall then offer to Tribal Contractors in Arizona and Nevada, next to all other Schedule D Contractors, and last to all other Contractors.
- 16.4 For Schedule D power allocated to Tribal Contractors in Arizona and Nevada, Western shall first offer the Contingent Capacity and Firm Energy first to all other Tribal Contractors in Arizona and Nevada. If any remains, Western shall offer next to APA and CRC to be offered to Schedule D subcontractors in their respective State, then to all other Schedule D Contractors, and last to all other Contractors.

- 16.5 For Schedule B power, Western shall offer the Contingent Capacity and Firm Energy first to other Schedule B Contractors in the same state, next to all other Schedule B Contractors, and if any remains, to all other Contractors.
- 16.6 For Schedule A power, Western shall offer the Contingent Capacity and Firm Energy first to other Schedule A Contractors in the same state, next to all other Schedule A Contractors, and if any remains, to all other Contractors.
- 16.7 In offering a reallocation of a Contractor's Allocation, Western shall provide a reasonable period, based on factors such as the size of the allocation and urgency, for Contractors to evaluate and respond to whether they will accept such a reallocation. Offers for reallocation will be made on a pro rata basis except if Western determines there is evidence of financial risk in offering a reallocation to a Contractor or if that reallocation would result in Federal allocation for the Contractor in excess of load. Any Contractor accepting a reallocation shall be responsible for payment of its pro rata share of the Repayable Advances, Working Capital, and reconciling items associated with the relinquishing Contractor's current balance for these items at the time of the reallocation, as provided for under section 21 of the Restated Agreement, unless reimbursement for these items is waived by written notice to Western from the Contractor requesting the reallocation of their Contractor's Allocation.
- 16.8 In the event that existing Contractors do not accept reallocation of all of a Contractor's Allocation, Western may attempt to reallocate the remaining Contingent Capacity and Firm Energy to other entities eligible under section 5 of the Boulder Canyon Project Act.
- 16.9 Prior to reallocation of the Contractor's Allocation, the Contractor may utilize the Lay Off Energy and Lay Off Power provisions in subsections 6.9.5 and 6.9.6.

Further, the Contractor may request that any of the Contractor's power not accepted as Lay Off Energy or Lay Off Power be sold by Western to any entity at best available price. Revenues received by Western under this subsection shall be credited against the requesting Contractor's obligation provided that the credit to the Contractor does not exceed the rate that would have been paid by the Contractor for the power.

16.10 If the Contractor's Allocation is reallocated, this Contract shall terminate under subsection 4.4 and the Contractor shall have no further payment obligations after termination except for outstanding Contract payment obligations incurred prior to the effective date of the reallocation.

16.11 Hypothecation of Contract by Contractor: The Contractor may hypothecate, pledge, or encumber this Contract as collateral for the faithful performance under any debt obligation incurred by the Contractor directly or through a joint powers agency of which the Contractor is a member in furtherance of serving the Contractor's public utility customers, administering the Contractor's load, or performing the Contractor's legal obligation to furnish electric power and energy to the extent the terms of such hypothecation or encumbrance are not inconsistent with the terms and conditions of the Contract.

17. **DEFAULT BY THE CONTRACTOR AND TERMINATION BY WESTERN:**

17.1 Western shall issue a written notice to the Contractor if the Contractor fails to make any payment required under section 7 of this Contract or payment required under sections 16 and 20 of the Restated Agreement within thirty (30) Days after the due date. The Contractor shall be in default under this Contract if the failure to make payment is not cured within thirty (30) Days after such notice is given.

Notice of default shall be provided to all other Contractors. In the event of failure

to make payment by a crediting partner of a Tribal Contractor, both the crediting partner and Tribal Contractor shall be notified and the payment shall be due from the Tribal Contractor within thirty (30) Days after such notice. The Tribal Contractor shall be in default under this Contract if the failure is not cured within sixty (60) Days after such notice is given and notice of default shall be provided to all other Contractors.

- 17.2 Upon the occurrence of a Contractor default under subsection 17.1, Western shall immediately: (a) treat the defaulting Contractor's Allocation as Lay Off Power and utilize revenues from sales to offset unpaid amounts from the defaulting Contractor; and (b) pursue all reasonable remedies to recover unpaid amounts from the defaulting Contractor and/or from sales of the Contractor's Allocation.
- 17.3 In the event of a default by a Contractor under subsection 17.1 and Western's implementation of the actions set forth in subsection 17.2, Contractor may cure its default and restore electric service at any time prior to termination of this Contract in accordance with subsection 17.4 by paying Western the full amount in arrears and: (a) providing collateral reasonably satisfactory to Western (e.g., an irrevocable and unconditional corporate guaranty or an unconditional and irrevocable letter of credit as security to meet the Contractor's responsibilities and obligations that complies with Uniform Customs and Practice for Documentary Credits requirements), or (b) advance payment of three (3) months electric service. A Contractor that cures a default and makes timely and full payments to Western for at least twelve (12) consecutive months may petition Western to release the collateral previously provided under subsection (a) above, or return any unused portions of advance payment made under subsection (b) above. Western will consider any such requests in good faith.

- 17.4 If any required payment cited in subsection 17.1 is delinquent by ninety (90) Days or more beyond the payment due date, Western may at its discretion terminate this Contract, provided that the Contractor's obligation to make payment for electric service herein shall survive termination of this Contract unless and until Western reallocates the Contractor's Allocation to other entities. The terminated Contractor shall remain obligated for outstanding payments for electric service prior to the effective date of such reallocation.
- 17.5 Upon termination of this Contract, Attachment No. 1 and Attachment No. 2 shall be revised to reflect changes in allocation percentages on a pro rata basis for the remaining Contractors until the terminated Contractor's Allocation is permanently reallocated. Western will offer the terminated Contractor's Contract Allocation to potential transferees in accordance with the procedures set forth in subsections 16.2 through 16.8. The Contractor whose Contractor's Allocation has been terminated shall not receive any reimbursement as set forth in subsection 21.2 of the Restated Agreement.
- 17.6 Any amounts received from the terminated Contractor shall be considered other revenue (O) in the Annual Revenue Requirement calculation and shall be carried over to the next Fiscal Year.
18. **ATTACHMENTS:** Certain terms of this Contract that may change during the term of this Contract are set forth in attachments as formulated and modified from time to time. The initial Attachments 1 through 6 are attached hereto, and each is incorporated into this Contract in accordance with its respective terms until superseded by a subsequent attachment. Western shall provide to the Contractors written notice of, and opportunity to comment on, any change, modification, or addition of an attachment at least thirty (30) Days prior to the effective date of such revised attachment and at least ninety (90) Days

for an additional attachment. Changes, additions, or modifications to the attachments shall be reflected in new or revised attachments and will be distributed in accordance with Provision 40 of the General Power Contract Provisions. This section does not permit and shall not be interpreted to allow Western to distribute or issue any attachment on a subject matter not addressed in an initial attachment without the prior written consent of the Contractor.

19. **GENERAL POWER CONTRACT PROVISIONS:** The General Power Contract Provisions effective September 1, 2007, attached hereto as Exhibit E, are hereby made a part of this Contract with the same force and effect as if expressly set forth herein; Provided, that Provisions 4, 11, 13, 14.2, 15 through 30, shall not apply to this Contract. Future revisions to the General Power Contract Provisions shall not be applicable to this Contract except as may be provided for in a new exhibit executed by the Authorized Representatives.

20. **DISPUTES:**

20.1 **Western Actions Reviewable:** All decisions, directions, and determinations of Western under this Contract, including those decisions, directions, or determinations which call for the exercise of discretion, are subject to review as provided in this section. However, the Contractor shall comply with any such decision, direction, or determination unless and until it is reversed or modified by the Administrator, or by a court or by arbitration, in accordance with subsection 20.3. Unless the Contractor exercises its rights under subsection 20.3, such decisions, directions, and determinations are binding on the Contractor.

20.2 **Reclamation Actions Reviewable:** All decisions, directions, and determinations of Reclamation under this Contract, including those decisions, directions, or determinations which call for the exercise of discretion, are subject to review as

provided in this section. However, the Contractor shall comply with any such decision, direction, or determination unless and until it is reversed or modified by the Secretary of the Interior, or by a court or by arbitration, in accordance with subsection 20.3. Unless the Contractor exercises its rights under subsection 20.3, such decisions, directions, and determinations are binding on the Contractor.

20.3 Disputes and Disagreements: The Parties agree to discuss in good faith any dispute or disagreement as to interpretation of or performance pursuant to the Hoover Power Plant Act of 1984, the Hoover Power Allocation Act of 2011, and applicable regulations or this Contract. The Parties also agree to consider the use of arbitration to resolve disputes or disagreements prior to filing suit in Federal court. Any dispute or disagreement to be addressed in arbitration that falls under the responsibility of the Secretary of Energy, shall be resolved in accordance with 10 C.F.R. Section 904.13 in effect as of the date of execution of this Contract. Any dispute or disagreement to be addressed in arbitration that falls under the responsibility of the Secretary of the Interior shall be resolved in accordance with 43 C.F.R. Section 431.8 in effect as of the date of execution of this Contract.

20.4 Tribal Contractor agrees to a limited waiver of sovereign immunity solely to allow the federal Parties to enforce Tribal Contractor's obligations under this Contract through arbitration as set forth in 10 C.F.R. Section 904.13 or 43 C.F.R. Section 431.8, and through litigation in Federal courts of competent jurisdiction. Aside from this limited waiver, nothing in this Contract, or in any current or future schedules, attachments, exhibits, amendments, or addenda, is intended to be or shall be construed as a waiver of Tribal Contractor's sovereign immunity. Except as otherwise provided in this subsection 20.4, the Parties understand and agree that neither this Contract nor any underlying law or

procedure abrogates or waives Tribal Contractor's sovereign immunity from suit in any state or federal court or confers jurisdiction on any such court.

21. **AMENDMENTS AND MODIFICATIONS:** This Contract may be amended or modified only by an amendment or modification duly executed by the Parties.
22. **EXHIBITS:** Certain requirements or provisions of this Contract that may change during the term hereof are set forth in respective Exhibits A through E. The initial Exhibits A through E are attached hereto and made a part hereof, and each shall be in force and effect in accordance with its respective provisions until superseded by a subsequent exhibit executed by the Authorized Representative(s). The initial Exhibit A may be reissued by Western prior to October 1, 2017, for reallocation of Schedule D power, if applicable to the Contractor, in accordance with section 15. On or after October 1, 2017, exhibits may only be added or revised by execution by the Authorized Representative(s). Each superseding exhibit shall be attached to and become part of this Contract.
23. **AUTHORIZED REPRESENTATIVES:** Each Party, by written notice to the other, shall designate the representative(s) who is (are) authorized to act on its behalf with respect to those matters contained herein which are the functions and responsibilities of its Authorized Representative(s). In case a Party designates more than one (1) representative, the notice shall state the particular matter(s) upon which each designated representative is authorized to act. Either Party may change the designation of its Authorized Representative(s) upon oral notice given to the other and confirmed promptly by written notice.
24. **APPLICABLE LAWS, MODIFICATIONS, EXTENSIONS, AND WAIVERS:**
  - 24.1 **Applicable Laws:** Any reference in this Contract to any Federal act, statute, or regulation, shall be deemed to be a reference to such act, statute, or regulation and all amendments and supplements thereto in existence on the date of execution of this Contract, unless specifically noted otherwise; provided, that nothing in this

Contract is intended to limit the sovereign authority of Congress. The charges for electric service under this Contract are currently established to recover the costs and financial obligations associated with the BCP as specified by law. In the event that a Change in Law materially impairs any right, benefit or interest of Contractor under this Contract, or imposes any material increase in cost, or reduction in allocation of capacity or energy, or otherwise materially changes an obligation on Contractor hereunder, the Parties shall promptly meet and discuss in good faith regarding possible changes to this Contract to mitigate the impact of the Change in Law. The rights and remedies under this section 24 are cumulative and in addition to, not exclusive of or in substitution for, any other rights and remedies available under law or equity.

24.2 Modifications, Extensions, and Waivers: Any modification, extension, or waiver of any provision or requirement of this Contract granted for the benefit of Contractor(s) in connection with electric service from the BCP shall not be denied to any other Contractor; provided, that any Federal obligations due to the unique constitutional and political status of Native American Tribes shall remain exclusive to Tribal Contractors.

25. **CONTINUED COOPERATION**: Western and Reclamation will coordinate with the Contractors and work together in a collaborative manner to accommodate changes in circumstances during the term of this Contract including, but not limited to, evolving wholesale energy markets and transmission services, modifications to the BCP, and changes in technology and hydrology. Nothing in this Contract limits the United States or Tribal Contractors from government-to-government relations.

26. **FORWARD CONTRACT**: The Parties acknowledge and agree that all transactions under this Contract constitute a “forward contract,” and Western acknowledges it is a

“forward contract merchant” within the meaning of the United States Bankruptcy Code (11 U.S.C. §101 et seq., as amended).

27. **PRIORITY OF CLAIMS OF THE UNITED STATES**: Claims of the United States arising out of this Contract shall have priority over all others, secured or unsecured.
28. **ACCESS TO BOOKS AND RECORDS**: The Authorized Representative(s) of the Contractor may request applicable portions of all Western and Reclamation books and records related to transactions associated with this Contract subject to federal laws, regulations, and Western’s and Reclamation’s retention policies.
29. **REFERENCE TO SECTION OR SUBSECTION**: A reference to a section or subsection shall include all the subparts of such referenced section or subsection.
30. **EFFECT OF CONCURRENCE OF RECLAMATION**: The concurrence in this Contract by Reclamation signifies its contractual commitment to discharge the obligations of the United States, acting through Reclamation, as provided in subsections 6.1.1, 6.3.1, 6.10.7, 20.2, and section 11. Reclamation’s concurrence further signifies that it shares contractual commitment to discharge the obligations of the United States, with Western, as provided for in subsections 4.1, 6.11.6, 20.3, and sections 13, 25, and 28. The execution of this Contract by Western signifies its contractual commitment to discharge the obligations of the United States, acting through Western, as provided for in all other sections and subsections of this Contract.
31. **EXECUTION IN COUNTERPART**: This Contract may be executed in any number of counterparts and, upon execution and delivery by each Party, the executed and delivered counterparts together shall have the same force and effect as an original instrument as if all Parties had signed the same instrument. Any signature page of this Contract may be detached without impairing the legal effect

of any signatures thereon, and may be attached to another counterpart of this Contract identical in form hereto, by having attached to it one (1) or more signature pages.

32. **AUTHORITY TO EXECUTE**: Each individual signing this Contract certifies that the Party represented has duly authorized such individual to execute this Contract that binds and obligates the Party.

[Remainder of Page Intentionally Blank]

The Parties agree this Contract No. 16-DSR-12643 has been executed by duly authorized representatives of the Contractor, Western, and Reclamation and is to be effective in accordance with section 4, herein.

THE UNITED STATES OF AMERICA  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION

Date \_\_\_\_\_

By \_\_\_\_\_

Jack D. Murray

Title \_\_\_\_\_ Vice President of Power Marketing \_\_\_\_\_

Address \_\_\_\_\_ for Desert Southwest Region \_\_\_\_\_

\_\_\_\_\_ P.O. Box 6457 \_\_\_\_\_

\_\_\_\_\_ Phoenix, AZ 85005-6457 \_\_\_\_\_

CONCURRENCE OF  
THE UNITED STATES OF AMERICA  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

Date \_\_\_\_\_

By \_\_\_\_\_

Terrance J. Fulp, Ph.D.

Title \_\_\_\_\_ Regional Director \_\_\_\_\_

Address \_\_\_\_\_ Bureau of Reclamation \_\_\_\_\_

\_\_\_\_\_ Lower Colorado Region \_\_\_\_\_

\_\_\_\_\_ P.O. Box 61470 \_\_\_\_\_

\_\_\_\_\_ Boulder City, NV 89006-1470 \_\_\_\_\_



The Parties agree this Contract No. 16-DSR-12643 has been executed by duly authorized representatives of the Contractor and is to be effective in accordance with section 4, herein.

(SEAL)

CITY OF COLTON, CALIFORNIA

ATTEST

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Address City of Colton  
\_\_\_\_\_  
\_\_\_\_\_



CERTIFICATE

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_,  
the state named as Contractor herein; that who signed the above Contract No. \_\_\_\_\_  
on behalf of said Contractor was then its General Manager; and that said Contract was duly signed  
for and in behalf of said Contractor by authority of its governing body and is within the scope of the  
powers conferred by the laws of the State of \_\_\_\_\_.

\_\_\_\_\_  
(Title)  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Date \_\_\_\_\_



**CONTRACTOR'S SCHEDULE A, SCHEDULE B, AND SCHEDULE D  
CONTINGENT CAPACITY**

1. This Exhibit A, under and as part of Contract No. 16-DSR-12643 (Contract), shall become effective October 1, 2017, and shall remain in effect until superseded by another Exhibit A as approved by the Authorized Representative(s); provided, that this Exhibit A or any superseding Exhibit A shall be terminated upon expiration of this Contract.

2. Schedule A Contingent Capacity expressed as a percentage of total Schedule A Contingent Capacity is documented below.

<u>Contractor</u>	<u>Schedule A Contingent Capacity</u>	
	(kW)	(%)
City of Colton	000	0.0000

3. Schedule B Contingent Capacity expressed as a percentage of total Schedule B Contingent Capacity is documented below.

<u>Contractor</u>	<u>Schedule B Contingent Capacity</u>	
	(kW)	(%)
City of Colton	3,030	0.5965

4. Schedule D Contingent Capacity expressed as a percentage of total Schedule D Contingent Capacity is documented below.

<u>Contractor</u>	<u>Schedule D Contingent Capacity</u>	
	(kW)	(%)
City of Colton	000	0.0000

5. Schedule A, B, and D Total Contingent Capacity is documented below.

<u>Contractor</u>	<u>Schedule D Contingent Capacity</u>	
	(kW)	(%)
City of Colton Contingent Capacity Totals Schedule A, B, and D	<b><u>3,030</u></b>	<b><u>0.1461</u></b> <sup>1</sup>

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<sup>1</sup> Percentage is based upon 2074 MW

**SCHEDULE A, SCHEDULE B, AND SCHEDULE D FIRM ENERGY**

1. Schedule A Firm Energy is documented below.

<u>Contractor</u>	Firm Energy (Thousands of kWh)		
	<u>Summer</u>	<u>Winter</u>	<u>Total</u>
City of Colton	000	000	000

2. Schedule B Firm Energy is documented below.

<u>Contractor</u>	Firm Energy (Thousands of kWh)		
	<u>Summer</u>	<u>Winter</u>	<u>Total</u>
City of Colton	2,650	1,150	3,800

3. Schedule D Firm Energy is documented below.

<u>Contractor</u>	Firm Energy (Thousands of kWh)		
	<u>Summer</u>	<u>Winter</u>	<u>Total</u>
City of Colton	000	000	000

4. Schedule A, B, and D Total Firm Energy is documented below.

<u>Contractor</u>	Firm Energy	
	<u>Thousands of kWh</u>	<u>Percent</u>
City of Colton Firm Energy Totals Schedule A, B, and D	<b><u>3,800</u></b>	<b><u>0.0839</u></b>

**SCHEDULE C EXCESS ENERGY**

1. Schedule C excess energy is defined by the Priority of Entitlement to Excess Energy.

Priority of Entitlement to Excess Energy

- First: The first 200 million kWh for use within the State of Arizona; provided, that in the event Excess Energy in the amount of 200 million kWh is not generated during any year of operation, Arizona shall accumulate a first right to delivery of Excess Energy subsequently generated in an amount not to exceed 600 million kWh, inclusive of the current year's 200 million kWh. Said first right of delivery shall accrue at a rate of 200 million kWh per year for each year Excess Energy in the amount of 200 million kWh is not generated, less amounts of Excess Energy delivered.
- Second: Meeting Hoover Dam contractual obligations under the States of Arizona, California, and Nevada for; Schedule A (Schedule A), Schedule B (Schedule B), and Schedule D (Schedule D), not to exceed 26 million kWh hours in each year of operation.
- Third: Meeting the energy requirements of the States of Arizona, California, and Nevada; such available Excess Energy to be divided equally among the three States.

2. Third Priority Excess Energy for California is documented below.

<u>Contractor</u>	<u>Percent</u>
City of Colton	0.1998

3. This Exhibit A to Contract No. 16-DSR-12643 may be modified in accordance with section 22 of this Contract.

**DELIVERY CONDITIONS**

1. This Exhibit B, under and as part of Contract No. 16-DSR-12643 (Contract), shall become effective October 1, 2017, and shall remain in effect until superseded by another Exhibit B as approved by the Authorized Representative(s); provided, that this Exhibit B or any superseding Exhibit B shall be terminated upon the expiration of this Contract.
2. **POINT(S) OF DELIVERY:** Western shall deliver power to the Contractor at the Mead 230-kV Bus.
3. This Exhibit B to Contract No. 16-DSR-12643 may be modified in accordance with section 22 of this Contract.

**AVAILABLE ENERGY, AVAILABLE CAPACITY, AND OTHER TERMS**

1. This Exhibit C, under and as part of Contract No. 16-DSR-12643 (Contract), shall become effective October 1, 2017, and shall remain in effect until superseded by another Exhibit C as approved by the Authorized Representative(s); provided, that this Exhibit C or any superseding Exhibit C shall be terminated upon the expiration of this Contract.
2. **CONTRACTOR'S AVAILABLE ENERGY:** The Contractor's Available Energy, in accordance with this Contract shall be determined by the following formula utilizing the gross energy that would have been produced at the Hoover Powerplant adjusted for energy exchanged with the Parker-Davis Project, without any loss of efficiency for providing Ancillary Services, less station service use (exclusive of motoring energy) less transformer and transmission line losses to the Point(s) of Delivery at the Mead 230-kV Bus:

2.1  $CAE = (P \times B) - A + M + C + D$

Where (values deemed to be in thousands of kWh),

CAE = Contractor's Available Energy for the applicable period

P = Contractor's percentage of total Schedule A, Schedule B, and Schedule D Firm Energy

B = Projected Hoover Firm Energy generation for the applicable period, including transformer and transmission line losses and projected integration with Parker-Davis Project

A = Adjustments from previous month's accounting process including schedule deviation and  $M_L$  and  $S_L$  assessments

M =  $M_L$  and  $S_L$  return energy

C = Excess Energy for the applicable period available to the Contractor, in accordance with Schedule C Excess Energy in Exhibit A, herein

D = Contractor's requested Firming Energy purchases in accordance with subsection 6.9.4, of this Contract which are scheduled and accounted for separately from energy deemed to be from Hoover Powerplant

2.2 Contractor's Available Energy will then be rounded to the nearest whole megawatt hour for scheduling purposes.

3. **CONTRACTOR'S AVAILABLE CAPACITY**: The Contractor's portion of Available Capacity, in accordance with the Contract shall be determined by the following formula:

3.1  $CAC = (P \times B)$

Where (Values deemed to be kW),

CAC = Contractor's Available Capacity for the respective period

P = Contractor's percentage of total Schedule A, Schedule B, and Schedule D Contingent Capacity

B = Available Capacity

3.2 Contractor's portion of Available Capacity will then be rounded to the nearest whole megawatt for scheduling purposes.

4. The following terms, when used in the Contract or Exhibits, shall have the meanings specified:

4.1 **NERC Holidays**: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

4.2 **Normal Business Day**: Monday through Friday inclusive, except for NERC Holidays.

- 4.3 Off-Peak Hours: All day on Sundays and NERC Holidays, and the following hours on Mondays through Saturdays:
- 4.3.1 Hour ending one (1) though hour ending eight (8) Central Prevailing Time.
- 4.4 On-Peak Hours: All other times.
5. This Exhibit C to Contract No. 16-DSR-12643 may be modified in accordance with section 22 of this Contract.

**ACCOUNTING FOR  
UNLOADED SYNCHRONIZED GENERATION**

1. This Exhibit D, under and as part of Contract No. 16-DSR-12643 (Contract), shall become effective October 1, 2017, and shall remain in effect until superseded by another Exhibit D as approved by the Authorized Representative(s); provided, that this Exhibit D or any superseding Exhibit D shall be terminated upon the expiration of this Contract.
2. Energy used to supply Unloaded Synchronized Generation to the Contractor for Ancillary Services in accordance with subsection 6.11.4 of this Contract shall be accounted for in accordance with the following formulas:

$$(M_L)_C = (M_L) \times (R_C) / (R_T)$$

$$(S_L)_C = (S_L) \times (R_C) / (R_T)$$

Where,

$(M_L)_C$  = Cumulative sum, expressed in megawatt hours, of the Contractor's share of the  $M_L$  during the Billing Period

$M_L$  = Megawatt hours used for operation of generating units in a motoring mode for all Contractors that schedule Unloaded Synchronized Generation during the Billing Period

$R_C$  = Cumulative sum, expressed in megawatt hours, of the Contractor's Unloaded Synchronized Generation during the Billing Period

$R_T$  = Cumulative sum, expressed in megawatt hours, of all Unloaded Synchronized Generation during the Billing Period

$(S_L)_C$  = Cumulative sum, expressed in megawatt hours, of the Contractor's share of the  $S_L$  during the Billing Period

$S_L$  = Computed energy, expressed in megawatt hours, lost due to reduced plant efficiency caused by operation of generating units in a partially loaded spinning mode for all Contractors that schedule Unloaded Synchronized Generation during the Billing Period

- 2.1 The value of  $M_L$  will be determined by metering total energy used for motoring units during the Billing Period.
- 2.2 The value of  $S_L$  will be determined by comparing actual generation to a statically scheduled baseline equivalent during the Billing Period.
3. Western, in coordination with Reclamation and the Contractors, will periodically review the methodology that determines the Hoover Powerplant  $S_L$  to ensure that the most equitable methodology is used. Supporting data justifying any methodology revision will be provided upon written request to the Contractor.
4. Scheduling of such energy shall be in accordance with the metering and scheduling instructions agreed upon in accordance with subsection 6.12.2 of this Contract.
5. This Exhibit D to Contract No. 16-DSR-12643 may be modified in accordance with section 22 of this Contract.

**WESTERN AREA POWER ADMINISTRATION  
GENERAL POWER CONTRACT PROVISIONS**

**I. APPLICABILITY.**

1. Applicability.

1.1 These General Power Contract Provisions (Provisions) shall be a part of the contract to which they are attached. In the event these Provisions differ from requirements of the contract, specific terms set forth in the contract shall prevail.

1.2 If the Contractor has member utilities which are either directly or indirectly receiving benefits from the contract, then the Contractor shall require such members to comply with Provisions 10, 17, 18, 19, 29, 30, 36, 43, 44, and 45 of these General Power Contract Provisions.

**II. DELIVERY OF SERVICE PROVISIONS.**

2. Character of Service.

Electric energy supplied or transmitted under the contract will be three-phase, alternating current, at a nominal frequency of sixty (60) hertz (cycles per second).

3. Use of Capacity or Energy in Excess of Contract Obligation.

The Contractor is not entitled to use Federal power, energy, or capacity in amounts greater than the Western contract delivery obligation in effect for each type of service provided for in the contract except with the approval of Western. Unauthorized overruns of contract delivery obligations shall be subject to charges specified in the contract or the applicable rate schedules. Overruns shall not establish any continuing right thereto and the Contractor shall cease any overruns when requested by Western, or in the case of authorized overruns, when the approval expires, whichever occurs first. Nothing in the contract shall obligate Western to increase any delivery obligation. If additional power, energy, or capacity is not available from Western, the responsibility for securing additional power, energy, or capacity shall rest wholly with the Contractor.

4. Continuity of Service.

Electric service will be supplied or transmitted continuously except for: (1) fluctuations, interruptions, or reductions due to uncontrollable forces, as defined in Provision 34 (Uncontrollable Forces) herein, (2) fluctuations, interruptions, or reductions due to operation of devices installed for power system protection; and (3) temporary fluctuations, interruptions, or reductions, which, in the opinion of the party supplying the service, are necessary or desirable for the purposes of maintenance, repairs, replacements, installation of equipment, or investigation and inspection. The party supplying service, except in case of emergency, will give the party to whom service is being provided reasonable advance notice of such temporary interruptions or reductions and will remove the cause thereof with diligence.

5. Multiple Points of Delivery.

When electric service is supplied at or transmitted to two or more points of delivery under the same rate schedule, said rate schedule shall apply separately to the service supplied at or transmitted to each point of delivery; Provided, That where the meter readings are considered separately, and during abnormal conditions, the Contractors system is interconnected between points of delivery such that duplication of metered power is possible, the meter readings at each affected point of delivery will be adjusted to compensate for duplication of power demand recorded by meters at alternate points of delivery due to abnormal conditions which are beyond the Contractors control or temporary conditions caused by scheduled outages.

6. Metering.

6.1 The total electric power and energy supplied or transmitted under the contract will be measured by metering equipment to be furnished and maintained by Western, a designated representative of Western, or where situations deem it appropriate as determined by Western, by the Contractor or its agent(s). In the event metering equipment is furnished and maintained by the Contractor or its agent(s) and the equipment is used for billing and other accounting purposes by Western, the Contractor shall ensure that the metering equipment complies with applicable metering policies established by Western.

6.2 Meters shall be secured by appropriate security measures and meters shall not be accessed except when the meters are to be inspected, tested, adjusted, or repaired. Representatives of affected parties shall be afforded reasonable opportunity to be present upon such occasions. Metering equipment shall be inspected and tested each year by the party responsible for meter maintenance, unless a different test interval is determined in accordance with good utility practices by an applicable regional metering policy, or as agreed upon by the parties. Meters shall also be tested at any reasonable time upon request by a party hereto, or by an affected supplemental power supplier, transmission agent, or control area operator. Any metering equipment found to be damaged, defective, or inaccurate shall be repaired and readjusted or replaced by the party responsible for meter maintenance as soon as practicable. Meters found with security breaches shall be tested for tampering and, if appropriate, meter readings shall be adjusted by Western Provision 6.3 below.

6.3 Except as otherwise provided in Provision 6.4 hereof, should any meter that is used by Western for billing or other accounting purposes fail to register accurately, the electric power and energy supplied or transmitted during the period of failure to register accurately, shall, for billing purposes, be estimated by Western from the best available information.

6.4 If inspections and tests of a meter used by Western for billing or other accounting purposes disclose an error exceeding two (2) percent, or a lesser range in error as agreed upon by the parties, then a correction based upon the inaccuracy found shall be made to the service records for the period of inaccuracy as determined by Western. If the period of inaccuracy cannot be determined, the inaccuracy shall be assumed to have existed during the entire monthly billing period immediately preceding the billing period in which the inspection or test was made and the resulting correction shall be made accordingly.

6.5 Any correction in billing or other accounting information that results from a correction in meter records shall be made in a subsequent monthly bill rendered by Western to the Contractor. Payment of such bill shall constitute full adjustment of any claim between the parties arising out of inaccurate metering equipment.

7. Existence of Transmission Service Contract.

If the contract provides for Western to furnish services using the facilities of a third party, the obligation of Western shall be subject to and contingent upon the existence of a transmission service contract granting Western rights to use such facilities. If Western acquires or constructs facilities which would enable it to furnish direct service to the Contractor, Western, at its option, may furnish service over its own facilities.

8. Conditions of Transmission Service.

8.1 When the electric service under the contract is furnished by Western over the facilities of others by virtue of a transmission service arrangement, the power and energy will be furnished at the voltage available and under the conditions which exist from time to time on the transmission system over which the service is supplied.

8.2 Unless otherwise provided in the contract or applicable rate schedule, the Contractor shall maintain a power factor at each point of delivery from Western's transmission agent as required by the transmission agent.

8.3 Western will endeavor to inform the Contractor from time to time of any changes planned or proposed on the system over which the service is supplied, but the costs of any changes made necessary in the Contractor's system, because of changes or conditions on the system over which the service is supplied, shall not be a charge against or a liability of Western.

8.4 If the Contractor, because of changes or conditions on the system over which service under the contract is supplied, is required to make changes on its system at its own expense in order to continue receiving service under the contract, then the Contractor may terminate service under the contract upon not less than sixty (60) Days written notice given to Western prior to making such changes, but not thereafter.

8.5 If Western notifies the Contractor that electric service provided for under the contract cannot be delivered to the Contractor because of an insufficiency of capacity available to Western in the facilities of others over which service under the contract is supplied, then the Contractor may terminate service under the contract upon not less than sixty (60) Days written notice given to Western prior to the date on which said capacity ceases to be available to Western, but not thereafter.

9. Multiple Points of Delivery Involving Direct and Indirect Deliveries.

When Western has provided line and substation capacity under the contract for the purpose of delivering electric service directly to the Contractor at specified direct points of delivery and also has agreed to absorb transmission service allowance or discounts for deliveries of energy over other system(s) to indirect points of delivery and the Contractor shifts any of its load served under the contract from direct delivery to indirect delivery, Western will not absorb the transmission service costs on such shifted load until the unused capacity, as determined solely by Western, available at the direct delivery points affected is fully utilized.

10. Construction, Operation, and Maintenance of Contractor's Power System.

The Contractor shall, and, if applicable, shall require each of its members or transmission agents to construct, operate, and maintain its power system in a manner which, as determined by Western, will not interfere with the operation of the system of Western or its transmission agents over which electric services are furnished to the Contractor under the contract, and in a manner which will coordinate with the protective relaying and other protective arrangements of the system(s) of Western or Western's transmission agents. Western may reduce or discontinue furnishing services to the Contractor if, after notice by Western,

the Contractor fails or refuses to make such changes as may be necessary to eliminate an unsatisfactory condition on the Contractors power system which is determined by Western to interfere significantly under current or probable conditions with any service supplied from the power system of Western or from the power system of a transmission agent of Western. Such a reduction or discontinuance of service will not relieve the Contractor of liability for any minimum charges provided for in the contract during the time said services are reduced or discontinued. Nothing in this Provision shall be construed to render Western liable in any manner for any claims, demands, costs, losses, causes of action, damages, or liability of any kind or nature arising out of or resulting from the construction, operation, or maintenance of the Contractors power system.

### **III. RATES, BILLING, AND PAYMENT PROVISIONS.**

#### **11. Change of Rates.**

Rates applicable under the contract shall be subject to change by Western in accordance with appropriate rate adjustment procedures. If at any time the United States promulgates a rate changing a rate then in effect under the contract, it will promptly notify the Contractor thereof. Rates shall become effective as to the contract as of the effective date of such rate. The Contractor, by written notice to Western within ninety (90) Days after the effective date of a rate change, may elect to terminate the service billed by Western under the new rate. Said termination shall be effective on the last day of the billing period requested by the Contractor not later than two (2) years after the effective date of the new rate. Service provided by Western shall be paid for at the new rate regardless of whether the Contractor exercises the option to terminate service.

#### **12. Minimum Seasonal or Annual Capacity Charge.**

When the rate in effect under the contract provides for a minimum seasonal or annual capacity charge, a statement of the minimum capacity charge due, if any, shall be included in the bill rendered for service for the last billing period of the service season or contract year as appropriate, adjusted for increases or decreases in the contract rate of delivery and for the number of billing periods during the year or season in which service is not provided. Where multiple points of delivery are involved and the contract rate of delivery is stated to be a maximum aggregate rate of delivery for all points, in determining the minimum seasonal or annual capacity charge due, if any, the monthly capacity charges at the individual points of delivery shall be added together.

#### **13. Billing and Payment.**

13.1 Western will normally issue bills to the Contractor for services furnished during the preceding month within ten (10) Days after the end of the billing period.

13.2 If Western is unable to issue timely monthly bill(s), Western may elect to render estimated bill(s). Such estimated bill(s) shall be subject to the same payment provisions as final bill(s), and any applicable adjustments will be shown on a subsequent monthly bill.

13.3 Payments of bills issued by Western are due and payable by the Contractor before the close of business on the twentieth (20th) calendar day after the date of issuance of each bill or the next business day thereafter if said day is a Saturday, Sunday, or Federal holiday. Bills shall be considered paid when payment is received by Western. Bills will be paid electronically or via the Automated Clearing House method of payment unless a written request to make payments by mail is submitted by the Contractor and approved by Western. Should Western agree to accept payments by mail, these payments will be accepted as timely and without assessment of the charge provided for in Provision 14 (Nonpayment of Bills in Full When Due) if a United States Post Office first class mail postmark indicates the payment was mailed at least three (3) calendar days before the due date.

13.4 The parties agree that net billing procedures will be used for payments due Western by the Contractor and for payments due the Contractor by Western for the sale or exchange of electric power and energy, use of transmission facilities, operation and maintenance of electric facilities, and other services. Payments due one party in any month shall be offset against payments due the other party in such month, and the resulting net balance shall be paid to the party in whose favor such balance exists. The parties shall exchange such reports and information that either party requires for billing purposes. Net billing shall not be used for any amounts due which are in dispute.

14. Nonpayment of Bills in Full When Due.

14.1 Bills not paid in full by the Contractor by the due date specified in Provision 13 (Billing and Payment) hereof shall bear a charge of five hundredths percent (0.05%) of the principal sum unpaid for each day payment is delinquent, to be added until the amount due is paid in full. Western will also assess a fee of twenty-five dollars (\$25.00) for processing a late payment. Payments received will first be applied to the charges for late payment assessed on the principal and then to payment of the principal.

14.2 Western shall have the right, upon not less than fifteen (15) Days advance written notice, to discontinue furnishing the services specified in the contract for nonpayment of bills in full when due, and to refuse to resume such services so long as any part of the amount due remains unpaid. Such a discontinuance of service will not relieve the Contractor of liability for minimum charges during the time service is so discontinued. The rights reserved to Western herein shall be in addition to all other remedies available to Western either by law or in equity, for the breach of any of the terms hereof.

15. Adjustments for Fractional Billing Period.

The demand or capacity charge and minimum charges shall each be proportionately adjusted when fractional billing periods are applicable under this contract. A fractional billing period can occur: 1) at the beginning or end of electric service; 2) at the beginning or end of irrigation pumping service each year; 3) for a fractional billing period under a new rate schedule; or 4) for fractional periods due to withdrawals of electric services. The adjustment will be made based on the ratio of the number of hours that electric service is available to the Contractor in such fractional billing period, to the total number of hours in the billing period involved. Energy billing shall not be affected by fractional billing periods.

16. Adjustments for Curtailments to Firm Service.

16.1 Billing adjustments will be made if firm electric service is interrupted or reduced because of conditions on the power system of the United States for periods of one (1) hour or longer in duration each. Billing adjustments will not be made when such curtailment of electric service is due to a request by the Contractor or a discontinuance of electric service by Western pursuant to Provision 14 (Nonpayment of Bills In Full When Due). For purposes of billing adjustments under this Provision, the term power system of the United States shall include transmission facilities used under contract but not owned by the United States.

16.2 The total number of hours of curtailed firm electric service in any billing period shall be determined by adding: (1) the sum of the number of hours of interrupted electric service to (2) the product, of each reduction, of: the number of hours reduced electric service and the percentage by which electric service was reduced below the delivery obligation of Western at the time of each said reduction of electric service. The demand or capacity charge and applicable minimum charges shall each be proportionately adjusted in the ratio that the total number of hours of electric service determined to have been curtailed bears to the total number of hours in the billing period involved.

16.3 The Contractor shall make written claim within thirty (30) Days after receiving the monthly bill, for adjustment on account of any curtailment of firm electric service, for periods of one (1) hour or longer in duration each, alleged to have occurred that is not reflected in said bill. Failure to make such written claim, within said thirty-day (30-day) period, shall constitute a waiver of said claim. All curtailments of electric service, which are due to conditions on the power system of the United States, shall be subject to the terms of this Provision; Provided, That withdrawal of power and energy under the contract shall not be considered a curtailment of electric service.

#### IV. **POWER SALES PROVISIONS.**

##### 17. Resale of Firm Electric Service (Wholesale Sales for Resale).

The Contractor shall not sell any firm electric power or energy supplied under the contract to any electric utility customer of the Contractor for resale by that utility customer; Provided, That the Contractor may sell the electric power and energy supplied under the contract to its members on condition that said members not sell any of said power and energy to any customer of the member for resale by that customer.

##### 18. Distribution Principles.

The Contractor agrees that the benefits of firm electric power or energy supplied under the contract shall be made available to its consumers at rates that are established at the lowest possible level consistent with sound business principles, and that these rates will be established in an open and public manner. The Contractor further agrees that it will identify the costs of firm electric power or energy supplied under the contract and power from other sources to its consumers upon request. The Contractor will demonstrate compliance with the requirements of this Provision to Western upon request.

##### 19. Contract Subject to Colorado River Compact.

Where the energy sold under the contract is generated from waters of the Colorado River system, the contract is made upon the express condition and with the express covenant that all rights under the contract shall be subject to and controlled by the Colorado River Compact approved by Section 13 (a) of the Boulder Canyon Project Act of December 21, 1928, 43 U.S.C. §§ 617a-e, and the parties to the contract shall observe and be subject to and controlled by said Colorado River Compact in the construction, management, and operation of the dams, reservoirs, and powerplants from which electrical energy is to be furnished by Western to the Contractor under the contract, and in the storage, diversion, delivery, and use of water for the generation of electrical energy to be delivered by Western to the Contractor under the contract.

#### V. **FACILITIES PROVISIONS.**

##### 20. Design Approval.

All facilities, construction, and installation by the Contractor pursuant to the contract shall be subject to the approval of Western. Facilities interconnections shall normally conform to Western's current "General Requirements for Interconnection," in effect upon the signing of the contract document providing for each interconnection, copies of which are available from Western. At least ninety (90) Days, unless otherwise agreed, prior to the date the Contractor proposes to commence construction or to incur an obligation to purchase facilities to be installed pursuant to the contract, whichever date is the earlier, the Contractor shall submit, for the approval of Western, detailed designs, drawings, and specifications of the facilities the Contractor proposes to purchase, construct, and install. The Contractor assumes all risks for construction commenced or obligations to purchase facilities incurred prior to receipt of approval from

Western. Western review and approval of designs and construction work in no way implies that Western is certifying that the designs meet the Contractors needs.

21. Inspection and Acceptance.

Western shall have the right to inspect the materials and work furnished by the Contractor, its agents, employees, and subcontractors pursuant to the contract. Such inspections shall be at reasonable times at the work site. Any materials or work that Western determines is defective or not in accordance with designs, drawings, and specifications, as approved by Western, shall be replaced or modified, as directed by Western, at the sole expense of the Contractor before the new facilities are energized.

22. As-Built Drawings.

Within a reasonable time, as determined by Western, after the completion of construction and installation of facilities pursuant to the contract, the Contractor shall submit to Western marked as-built prints of all Western drawings affected by changes made pursuant to the contract and reproducible drawings the Contractor has prepared showing facilities of Western. The Contractors drawings of Western facilities shall use drawing title blocks, drawing numbers, and shall be prepared in accordance with drafting standards all as approved by Western. Western may prepare, revise, or complete said drawings and bill the Contractor if the Contractor fails to provide such drawings to Western within a reasonable time as determined by Western.

23. Equipment Ownership Markers.

23.1 The Contractor shall identify all movable equipment and, to the extent agreed upon by the parties, all other salvageable facilities constructed or installed on the United States right-of-way or in Western substations pursuant to the contract which are owned by the Contractor, by permanently affixing thereto suitable markers clearly identifying the Contractor as the owner of said equipment and facilities.

23.2 If requested by the Contractor, Western shall identify all movable equipment and, to the extent agreed upon by the parties, all other salvageable facilities constructed or installed on the Contractors right-of-way or in the Contractors substations pursuant to the contract which are owned by the United States, by permanently affixing thereto suitable markers clearly identifying the United States as the owner of said equipment and facilities.

24. Third-Party Use of Facilities.

The Contractor shall notify Western of any proposed system change relating to the facilities governed by the contract or allowing third-party use of the facilities governed by the contract. If Western notifies the Contractor that said system change will, as solely determined by Western, adversely affect the operation of Western's system the Contractor shall, at no cost to Western, provide a solution to said adverse effect acceptable to Western.

25. Changes to Western Control Facilities.

If at any time during the term of the contract, Western determines that changes or additions to control, relay, or communications facilities are necessary to maintain the reliability or control of Western's transmission system, and said changes or additions are entirely or partially required because of the Contractors equipment installed under the contract, such changes or additions shall, after consultation with the Contractor, be made by Western with all costs or a proportionate share of all costs, as determined by Western, to be paid by the Contractor. Western shall notify the Contractor in writing of the necessary changes or additions and the estimated costs to be paid by the Contractor. If the Contractor fails to pay its share of said estimated costs, Western shall have the right, after giving sixty (60) days' written notice to the

Contractor, to terminate the applicable facility installation provisions to the contract and require the removal of the Contractors facilities.

26. Modification of Western Facilities.

Western reserves the right, at any time, to modify its facilities. Western shall keep the Contractor informed of all planned modifications to Western facilities which impact the facilities installation pursuant to the contract. Western shall permit the Contractor to change or modify its facilities, in a manner satisfactory to and at no cost or expense to Western, to retain the facilities interconnection pursuant to the contract. At the Contractors option, Western shall cooperate with the Contractor in planning alternate arrangements for service which shall be implemented at no cost or expense to Western. The Contractor and Western shall modify the contract, as necessary, to conform to the new facilities arrangements.

27. Transmission Rights.

If the contract involves an installation which sectionalizes a Western transmission line, the Contractor hereby agrees to provide a transmission path to Western across such sectionalizing facilities at no cost or expense to Western. Said transmission path shall be at least equal, in terms of capacity and reliability, to the path in the Western transmission line prior to the installation pursuant to the contract.

28. Construction and Safety Procedures.

28.1 The Contractor hereby acknowledges that it is aware of the hazards inherent in high-voltage electric lines and substations, and hereby assumes full responsibility at all times for the adoption and use of necessary safety measures required to prevent accidental harm to personnel engaged in the construction, inspection, testing, operation, maintenance, replacement, or removal activities of the Contractor pursuant to the contract. The Contractor and the authorized employees, agents, and subcontractors of the Contractor shall comply with all applicable safety laws and building and construction codes, including the provisions of Chapter 1 of the Power System Operations Manual, entitled Power System Switching Procedure, and the Occupational Safety and Health Administration regulations, Title 29 C.F.R. §§ 1910 and 1926, as amended or supplemented. In addition to the safety program required herein, upon request of the United States, the Contractor shall provide sufficient information to demonstrate that the Contractors safety program is satisfactory to the United States.

28.2 The Contractor and its authorized employees, agents, and subcontractors shall familiarize themselves with the location and character of all the transmission facilities of Western and interconnections of others relating to the work performed by the Contractor under the contract. Prior to starting any construction, installation, or removal work, the Contractor shall submit a plan of procedure to Western which shall indicate the sequence and method of performing the work in a safe manner. No work shall be performed by the Contractor, its employees, agents, or subcontractors until written authorization to proceed is obtained from Western.

28.3 At all times when the Contractor, its employees, agents, or subcontractors are performing activities of any type pursuant to the contract, such activities shall be under supervision of a qualified employee, agent, or subcontractor of the Contractor who shall be authorized to represent the Contractor in all matters pertaining to the activity being performed. The Contractor and Western will keep each other informed of the names of their designated representatives at the site.

28.4 Upon completion of its work, the Contractor shall remove from the vicinity of the right-of-way of the United States all buildings, rubbish, used materials, concrete forms, and other like material belonging to the Contractor or used under the Contractors direction, and in the event of failure to do so the same may be removed by Western at the expense of the Contractor.

28.5 In the event the Contractor, its employees, agents, or subcontractors fail to comply with any requirement of this Provision, or Provision 21 (Inspection and Acceptance) herein, Western or an authorized representative may issue an order to stop all or any part of the work until such time as the Contractor demonstrates compliance with the provision at issue. The Contractor, its employees, agents, or subcontractors shall make no claim for compensation or damages resulting from such work stoppage.

29. Environmental Compliance.

Facilities installed under the contract by any party shall be constructed, operated, maintained, replaced, transported, and removed subject to compliance with all applicable laws, including but not limited to the National Historic Preservation Act of 1966, 16 U.S.C. §§ 470x-6, the National Environmental Policy Act of 1969, 42 U.S.C. §§ 4321-4347, the Endangered Species Act of 1973, 16 U.S.C. §§ 1531-1544, and the Archaeological Resources Protection Act of 1979, 16 U.S.C. §§ 470aa-470mm, and the regulations and executive orders implementing these laws, as they may be amended or supplemented, as well as any other existing or subsequent applicable laws, regulations, and executive orders.

30. Responsibility for Regulated Materials.

When either party owns equipment containing regulated material located on the other party's substation, switchyard, right-of-way, or other property, the equipment owner shall be responsible for all activities related to regulated materials in such equipment that are necessary to meet the requirements of the Toxic Substances Control Act, 15 U.S.C. §§ 2601-2692, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901-6992k, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9601-9675, the Oil Pollution Act of 1990, 33 U.S.C. §§ 2702-2761, the Clean Water Act, 33 U.S.C. §§ 1251-1387, the Safe Drinking Water Act, 42 U.S.C. §§ 300f-j26, and the regulations and executive orders implementing these laws, as they may be amended or supplemented, and any other existing or subsequent applicable laws, regulations, and executive orders. Each party shall label its equipment containing regulated material in accordance with appropriate laws and regulations. If the party owning the equipment does not perform activities required under appropriate laws and regulations within the time frame specified therein, the other party may perform or cause to be performed the required activities after notice to and at the sole expense of the party owning the equipment.

**VI. OTHER PROVISIONS.**

31. Authorized Representatives of the Parties.

Each party to the contract, by written notice to the other, shall designate the representative(s) who is (are) authorized to act in its behalf with respect to those matters contained in the contract which are the functions and responsibilities of the authorized representatives of the parties. Each party may change the designation of its authorized representative(s) upon oral notice given to the other, confirmed promptly by written notice.

32. Effect of Section Headings.

Section headings or Provision titles appearing in the contract or these General Power Contract Provisions are inserted for convenience only and shall not be construed as interpretations of text.

33. Operating Guidelines and Procedures.

The parties to the contract may agree upon and put into effect from time to time, such other written guidelines and procedures as may be required in order to establish the methods of operation of the power system to be followed in the performance of the contract.

34. Uncontrollable Forces.

Neither party to the contract shall be considered to be in default in performance of any of its obligations under the contract, except to make payment as specified in Provision 13 (Billing and Payment) herein, when a failure of performance shall be due to an uncontrollable force. The term "uncontrollable force" means any cause beyond the control of the party affected, including but not restricted to, failure of or threat of failure of facilities, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, restraint by court order or public authority and action or nonaction by, or failure to obtain the necessary authorizations or approvals from, any governmental agency or authority, which by exercise of due diligence such party could not reasonably have been expected to avoid and which by exercise of due diligence it shall be unable to overcome. Nothing contained herein shall be construed to require a party to settle any strike or labor dispute in which it may be involved. Either party rendered unable to fulfill any of its obligations under the contract by reason of an uncontrollable force shall give prompt written notice of such fact to the other party and shall exercise due diligence to remove such inability with all reasonable dispatch.

35. Liability.

35.1 The Contractor hereby agrees to indemnify and hold harmless the United States, its employees, agents, or contractors from any loss or damage and from any liability on account of personal injury, death, or property damage, or claims for personal injury, death, or property damage of any nature whatsoever and by whomsoever made arising out of the Contractors', its employees', agents', or subcontractors' construction, operation, maintenance, or replacement activities under the contract.

35.2 The United States is liable only for negligence on the part of its officers and employees in accordance with the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b), 1346(c), 2401(b), 2402, 2671, 2672, 2674-2680, as amended or supplemented.

36. Cooperation of Contracting Parties.

If, in the operation and maintenance of their respective power systems or electrical equipment and the utilization thereof for the purposes of the contract, it becomes necessary by reason of any emergency or extraordinary condition for either party to request the other to furnish personnel, materials, tools, and equipment for the accomplishment thereof, the party so requested shall cooperate with the other and render such assistance as the party so requested may determine to be available. The party making such request, upon receipt of properly itemized bills from the other party, shall reimburse the party rendering such assistance for all costs properly and reasonably incurred by it in such performance, including administrative and general expenses, such costs to be determined on the basis of current charges or rates used in its own operations by the party rendering assistance. Issuance and payment of bills for services provided by Western shall be in accordance with Provisions 13 (Billing and Payment) and 14 (Nonpayment of Bills in Full When Due) herein. Western shall pay bills issued by the Contractor for services provided as soon as the necessary vouchers can be prepared which shall normally be within twenty (20) Days.

37. Transfer of Interest in Contract or Change in Preference Status.

37.1 No voluntary transfer of the contract or of the rights of the Contractor under the contract shall be made without the prior written approval of the Administrator of Western. Any voluntary transfer of the contract or of the rights of the Contractor under the contract made without the prior written approval of the Administrator of Western may result in the termination of the contract; Provided, That the written approval of the Administrator shall not be unreasonably withheld; Provided further, That if the Contractor operates a project financed in whole or in part by the Rural Utilities Service, the Contractor may transfer or assign its interest in the contract to the Rural Utilities Service or any other department or agency of the Federal Government without such prior written approval; Provided further, That any successor to or assignee of the rights of the Contractor, whether by voluntary transfer, judicial sale, foreclosure sale, or otherwise, shall be subject to all the provisions and conditions of the contract to the same extent as though such successor or assignee were the original Contractor under the contract; and, Provided further, That the execution of a mortgage or trust deed, or judicial or foreclosure sales made thereunder, shall not be deemed voluntary transfers within the meaning of this Provision.

37.2 The Contractor shall maintain its status as an entity eligible for preference in Western's sale of Federal power pursuant to Reclamation law, as amended and supplemented.

37.3 Western shall give the Contractor written notice of Western's proposed determination that the Contractor has violated Provision 37.1 and Western's proposed action in response to the violation.

37.4 The Contractor shall have 120 Days after receipt of Western's notice provided under Provision 37.3 to submit a written response to Western. The Contractor may also make an oral presentation to the Administrator during this 120-day period.

37.5 At any time during this process, the Contractor and Western may agree upon corrective action to resolve Western's proposed determination that the Contractor is in violation of Provision 37.1.

37.6 Within 30 days of receipt of the Contractors written response provided under Provision 37.4, Western will notify the Contractor in writing of its final decision. The Administrator's written notice will include the intended action, the effective date thereof, and the reasons for taking the intended action. Implementation of the Administrator's action shall take place no earlier than 60 Days from the Contractors receipt of such notice.

37.7 Any successor to Western shall be subject to all the provisions and conditions of the contract to the same extent as though such successor were an original signatory to the contract.

37.8 Nothing in this Provision shall preclude any right to judicial review available to the Contractor under Federal law.

38. Choice of Law and Forum.

Federal law shall control the obligations and procedures established by this contract and the performance and enforcement thereof. The forum for litigation arising from this contract shall exclusively be a Federal court of the United States, unless the parties agree to pursue alternative dispute resolution.

39. Waivers.

Any waivers at any time by either party to the contract of its rights with respect to a default or any other matter arising under or in connection with the contract shall not be deemed a waiver with respect to any subsequent default or matter.

40. Notices.

Any notice, demand, or request specifically required by the contract or these Provisions to be in writing shall be considered properly given when delivered in person or sent by postage prepaid registered or certified mail, commercial delivery service, facsimile, electronic, prepaid telegram, or by other means with prior agreement of the parties, to each party's authorized representative at the principal offices of the party. The designation of the person to be notified may be changed at any time by similar notice. Where facsimile or electronic means are utilized for any communication covered by this Provision, the sending party shall keep a contemporaneous record of such communications and shall verify receipt by the other party.

41. Contingent Upon Appropriations and Authorization.

41.1 Where activities provided for in the contract extend beyond the current fiscal year, continued expenditures by the United States are contingent upon Congress making the necessary appropriations required for the continued performance of the United States' obligations under the contract. In case such appropriation is not made, the Contractor hereby releases the United States from its contractual obligations and from all liability due to the failure of Congress to make such appropriation.

41.2 In order to receive and expend funds advanced from the Contractor necessary for the continued performance of the obligations of the United States under the contract, additional authorization may be required. In case such authorization is not received, the Contractor hereby releases the United States from those contractual obligations and from all liability due to the lack of such authorization.

42. Covenant Against Contingent Fees.

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, Western shall have the right to annul the contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

43. Contract Work Hours and Safety Standards.

The contract, to the extent that it is of a character specified in Section 103 of the Contract Work Hours and Safety Standards Act (Act), 40 U.S.C. § 3701, as amended or supplemented, is subject to the provisions of the Act, 40 U.S.C. §§ 3701-3708, as amended or supplemented, and to regulations promulgated by the Secretary of Labor pursuant to the Act.

44. Equal Opportunity Employment Practices.

Section 202 of Executive Order No. 11246, 30 Fed. Reg. 12319 (1965), as amended by Executive Order No. 12086, 43 Fed. Reg. 46501 (1978), as amended or supplemented, which provides, among other things, that the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, is incorporated herein by reference the same as if the specific language had been written into the contract, except that Indian Tribes and tribal organizations may apply Indian preference to the extent permitted by Federal law.

45. Use of Convict Labor.

The Contractor agrees not to employ any person undergoing sentence of imprisonment in performing the contract except as provided by 18 U.S.C. § 3622(c), as amended or supplemented, and Executive Order No. 11755, 39 Fed. Reg. 779 (1973), as amended or supplemented.



**SCHEDULE A, SCHEDULE B, AND SCHEDULE D  
CONTINGENT CAPACITY ALLOCATIONS**

1. Schedule A Contingent Capacity expressed as a percentage of total Schedule A

Contingent Capacity is documented below.

<u>Schedule A Contractor</u>	<u>Schedule A Contingent Capacity (kW)</u>	<u>Schedule A Contingent Capacity (%)<sup>1</sup></u>
Metropolitan Water District of Southern California	249,948	17.0925
City of Los Angeles	495,732	33.9003
Southern California Edison Company	280,245	19.1644
City of Glendale	18,178	1.2431
City of Pasadena	11,108	0.7596
City of Burbank	5,176	0.3540
Arizona Power Authority	190,869	13.0525
Colorado River Commission of Nevada	190,869	13.0525
United States, for Boulder City	<u>20,198</u>	<u>1.3812</u>
<b>Total Schedule A Contingent Capacity</b>	<b><u>1,462,323</u></b>	<b><u>100.0000</u></b>

<sup>1</sup> Percentages are calculated by rounding to the nearest ten thousandths decimal place.

2. Schedule B Contingent Capacity expressed as a percentage of total Schedule B

Contingent Capacity is documented below.

<u>Schedule B Contractor</u>	<u>Schedule B Contingent Capacity</u>	
	(kW)	(%) <sup>2</sup>
<u>Arizona:</u>		
Arizona Power Authority	189,860	37.3757
<u>Nevada:</u>		
Colorado River Commission	189,860	37.3757
<u>California:</u>		
City of Anaheim	40,396	7.9523
City of Azusa	4,039	0.7951
City of Banning	2,020	0.3977
City of Burbank	15,149	2.9822
City of Colton	3,030	0.5965
City of Glendale	2,020	0.3977
City of Pasadena	9,089	1.7893
City of Riverside	30,296	5.9640
City of Vernon	<u>22,218</u>	<u>4.3738</u>
<b>Total Schedule B Contingent Capacity</b>	<b><u>507,977</u></b>	<b><u>100.0000</u></b>

<sup>2</sup> Percentages are calculated by rounding to the nearest ten thousandths decimal place.

3. Schedule D Contingent Capacity expressed as a percentage of total Schedule D

Contingent Capacity is documented below.

<u>Schedule D Contractor</u>	<u>Schedule D Contingent Capacity</u>	
	(kW)	(%) <sup>3</sup>
<u>Arizona:</u>		
Arizona Power Authority (APA)	11,510	11.0993
City of Chandler, AZ Municipal Utility Department	676	0.6519
City of Flagstaff	201	0.1938
City of Glendale	426	0.4108
City of Globe	115	0.1109
City of Payson	119	0.1148
City of Peoria	691	0.6663
City of Phoenix	3,000	2.8930
City of Scottsdale	2,366	2.2816
City of Tempe, AZ Public Works Department	241	0.2324
City of Tucson, AZ Water Department	1,248	1.2035
Graham County Electric Cooperative, Inc.	312	0.3009
Metropolitan Domestic Water Improvement District	179	0.1726
Mohave Electric Cooperative, Inc.	1,145	1.1041
Navopache Electric Cooperative, Inc.	888	0.8563
Northern Arizona Irrigation District Power Pool	246	0.2372

<sup>3</sup> Percentages are calculated by rounding to the nearest ten thousandths decimal place.

<u>Schedule D Contractor (cont.)</u>	<u>Schedule D Contingent Capacity</u>	
	(kW)	(%) <sup>4</sup>
<u>Arizona:</u>		
Sulphur Springs Valley Electric Cooperative, Inc.	2,731	2.6336
Trico Electric Cooperative, Inc.	<u>3,000</u>	<u>2.8930</u>
<b>APA Subtotals</b>	<b>29,094</b>	<b>28.0559</b>
<u>Arizona Tribes:</u>		
Fort McDowell Yavapai Nation	338	0.3259
Gila River Indian Community	3,000	2.8930
Hualapai Indian Tribe	381	0.3674
Kaibab Band of Paiute Indians	124	0.1196
Navajo Tribal Utility Authority	3,000	2.8930
Pascua Yaqui Tribe	437	0.4214
Salt River Pima-Maricopa Indian Community	3,000	2.8930
Tohono O'odham Nation	2,709	2.6123
Tonto Apache Tribe	<u>250</u>	<u>0.2411</u>
<b>Arizona Tribes Subtotals</b>	<b>13,239</b>	<b>12.7666</b>
<u>Nevada:</u>		
Colorado River Commission (CRC)	11,510	11.0993
City of Henderson	906	0.8737
City of Las Vegas	1,054	1.0164
City of North Las Vegas	763	0.7358
Clark County School District	3,000	2.8930

<sup>4</sup> Percentages are calculated by rounding to the nearest ten thousandths decimal place.

<u>Schedule D Contractor (cont.)</u>	<u>Schedule D Contingent Capacity</u>	
	(kW)	(%) <sup>5</sup>
<u>Nevada:</u>		
Clark County Water Reclamation District	680	0.6557
College of Southern Nevada	281	0.2710
Las Vegas Valley Water District	3,000	2.8930
State of Nevada Department of Administration	109	0.1051
State of Nevada Department of Corrections	281	0.2710
State of Nevada Department of Transportation	116	0.1119
University of Nevada, Las Vegas	<u>305</u>	<u>0.2941</u>
<b>CRC Subtotals</b>	<b>22,005</b>	<b>21.2199</b>
<u>Nevada Tribes:</u>		
Las Vegas Paiute Tribe	<u>688</u>	<u>0.6635</u>
<b>Nevada Tribe Subtotals</b>	<b>688</b>	<b>0.6635</b>
<u>California:</u>		
Anza Electric Cooperative, Inc.	1,596	1.5391
California Department of Water Resources	3,000	2.8930
City of Cerritos	3,000	2.8930
City of Corona	2,988	2.8814
City of Rancho Cucamonga	3,000	2.8930
City of Victorville	2,625	2.5313
Imperial Irrigation District	3,000	2.8930
San Diego County Water Authority	<u>1,619</u>	<u>1.5612</u>
<b>California Subtotals</b>	<b>20,828</b>	<b>20.0849</b>

<sup>5</sup> Percentages are calculated by rounding to the nearest ten thousandths decimal place.

<u>Schedule D Contractor (cont.)</u>	<u>Schedule D Contingent Capacity</u>	
	(kW)	(%) <sup>6</sup>
<u>California Tribes:</u>		
Agua Caliente Band of Cahuilla Indians	1,449	1.3973
Augustine Band of Cahuilla Indians	479	0.4619
Bishop Paiute Tribe	380	0.3664
Cabazon Band of Mission Indians	1,003	0.9672
Chemehuevi Indian Tribe	1,397	1.3472
Morongongo Band of Mission Indians	1,098	1.0588
Pechanga Band of Luiseno Mission Indians	2,000	1.9286
San Luis Rey River Indian Water Authority	3,000	2.8930
San Manuel Band of Mission Indians	2,554	2.4629
Timbisha Shoshone Tribe	119	0.1148
Torres Martinez Desert Cahuilla Indians	1,659	1.5998
Twenty-Nine Palms Band of Mission Indians	1,320	1.2729
Viejas Band of Kumeyaay Indians	<u>1,388</u>	<u>1.3385</u>
<b>California Tribes Subtotals</b>	<b>17,846</b>	<b>17.2093</b>
<b>Total Schedule D Contingent Capacity</b>	<b><u>103,700</u></b>	<b><u>100.0000</u></b>

<sup>6</sup> Percentages are calculated by rounding to the nearest ten thousandths decimal place.

**SCHEDULE A, SCHEDULE B, AND SCHEDULE D,  
CONTINGENT CAPACITY ALLOCATIONS**

4. Schedule A, B, and D, Contingent Capacity expressed as a percentage of total Schedule A, B, and D, Contingent Capacity is documented below.

<u>State</u>	<u>Contractor</u>	<u>Schedule A,B, and D Contingent Capacity (kW)</u>	<u>Schedule A,B, and D Contingent Capacity (%)<sup>7</sup></u>
Arizona (APA)			
	Arizona Power Authority	<u>409,823</u>	<u>19.7600</u>
	Subtotals, Arizona (APA)	<b><u>409,823</u></b>	<b><u>19.7600</u></b>
Arizona (Tribes)			
	Fort McDowell Yavapai Nation	338	0.0163
	Gila River Indian Community	3,000	0.1446
	Hualapai Indian Tribe	381	0.0184
	Kaibab Band of Paiute Indians	124	0.0060
	Navajo Tribal Utility Authority	3,000	0.1446
	Pascua Yaqui Tribe	437	0.0211
	Salt River Pima- Maricopa Indian Community	3,000	0.1446
	Tohono O'odham Nation	2,709	0.1306
	Tonto Apache Tribe	<u>250</u>	<u>0.0121</u>
	Subtotals, Arizona (Tribes)	<b><u>13,239</u></b>	<b><u>0.6383</u></b>
	<b>Subtotals, Arizona (APA and Tribes)</b>	<b><u>423,062</u></b>	<b><u>20.3984</u></b>

<sup>7</sup> Percentages are calculated by rounding to the nearest ten thousandths decimal place.

State	Contractor	Schedule A,B, and D Contingent Capacity (kW)	Schedule A,B, and D Contingent Capacity (%) <sup>8</sup>
<u>Nevada</u>			
<u>(CRC)</u>			
	Colorado River Commission of Nevada	<u>402,734</u>	<u>19.4182</u>
	Subtotals, Nevada (CRC)	<b><u>402,734</u></b>	<b><u>19.4182</u></b>
Nevada			
(Tribes)			
	Las Vegas Paiute Tribe	<u>688</u>	<u>0.0332</u>
	Subtotals, Nevada (Tribes)	<b><u>688</u></b>	<b><u>0.0332</u></b>
Nevada			
(BC)			
	United States, for Boulder City	<u>20,198</u>	<u>0.9739</u>
	Subtotals, Nevada (BC)	<b><u>20,198</u></b>	<b><u>0.9739</u></b>
	<b>Subtotals, Nevada (CRC, Tribes, and BC)</b>	<b><u>423,620</u></b>	<b><u>20.4253</u></b>
California			
(Tribes)			
	Agua Caliente Band of Cahuilla Indians	1,449	0.0699
	Augustine Band of Cahuilla Indians	479	0.0231
	Bishop Paiute Tribe	380	0.0183
	Cabazon Band of Mission Indians	1,003	0.0484

<sup>8</sup> Percentages are calculated by rounding to the nearest ten thousandths decimal place.

<u>State</u>	<u>Contractor</u>	<u>Schedule A,B, and D Contingent Capacity</u>	<u>Schedule A,B, and D Contingent Capacity</u>
		(kW)	(%) <sup>9</sup>
California (Tribes)			
	Chemehuevi Indian Tribe	1,397	0.0674
	Morongo Band of Mission Indians	1,098	0.0529
	Pechanga Band of Luiseno Mission Indians	2,000	0.0964
	San Luis Rey River Indian Water Authority	3,000	0.1446
	San Manuel Band of Mission Indians	2,554	0.1231
	Timbisha Shoshone Tribe	119	0.0057
	Torres Martinez Desert Cahuilla Indians	1,659	0.0800
	Twenty-Nine Palms Band of Mission Indians	1,320	0.0636
	Viejas Band of Kumeyaay Indians	<u>1,388</u>	<u>0.0669</u>
	Subtotals, California (Tribes)	<b><u>17,846</u></b>	<b><u>0.8605</u></b>
California			
	Anza Electric Cooperative, Inc.	1,596	0.0770
	California Department of Water Resources	3,000	0.1446

<sup>9</sup> Percentages are calculated by rounding to the nearest ten thousandths decimal place.

State	Contractor	Schedule A,B, and D Contingent Capacity (kW)	Schedule A,B, and D Contingent Capacity (%) <sup>10</sup>
California			
	City of Anaheim	40,396	1.9477
	City of Azusa	4,039	0.1947
	City of Banning	2,020	0.0974
	City of Burbank	20,325	0.9800
	City of Cerritos	3,000	0.1446
	City of Colton	3,030	0.1461
	City of Corona	2,988	0.1441
	City of Glendale	20,198	0.9739
	City of Los Angeles	495,732	23.9022
	City of Pasadena	20,197	0.9738
	City of Rancho Cucamonga	3,000	0.1446
	City of Riverside	30,296	1.4608
	City of Vernon	22,218	1.0713
	City of Victorville	2,625	0.1266
	Imperial Irrigation District	3,000	0.1446

<sup>10</sup> Percentages are calculated by rounding to the nearest ten thousandths decimal place.

<u>State</u>	<u>Contractor</u>	<u>Schedule A,B, and D Contingent Capacity (kW)</u>	<u>Schedule A,B, and D Contingent Capacity (%)<sup>11</sup></u>
California			
	Metropolitan Water District of Southern California	249,948	12.0515
	Southern California Edison	280,245	13.5123
	San Diego County Water Authority	<u>1,619</u>	<u>0.0781</u>
	Subtotals, California	<u>1,209,472</u>	<u>58.3159</u>
	<b>Subtotals, California (Tribes and Non-Tribes)</b>	<b><u>1,227,318</u></b>	<b><u>59.1764</u></b>
	<b>Total Schedule A, B, and D Contingent Capacity</b>	<b><u>2,074,000</u></b>	<b><u>100.0000</u></b>

5. Changes, additions, or modifications to the attachment shall be reflected in new or revised attachments and will be distributed in accordance with section 18 of this Contract.

<sup>11</sup> Percentages are calculated by rounding to the nearest ten thousandths decimal place.



**SCHEDULE A, SCHEDULE B, AND SCHEDULE D  
FIRM ENERGY ALLOCATIONS**

1. Schedule A Firm Energy is documented below.

<u>Contractor</u>	Firm Energy (Thousands of kWh)		<u>Total</u>
	<u>Summer</u>	<u>Winter</u>	
Metropolitan Water District of Southern California	859,163	368,212	1,227,375
City of Los Angeles	464,108	199,175	663,283
Southern California Edison Company	166,712	71,448	238,160
City of Glendale	45,028	19,297	64,325
City of Pasadena	38,622	16,553	55,175
City of Burbank	14,070	6,030	20,100
Arizona Power Authority	429,582	184,107	613,689
Colorado River Commission of Nevada	429,582	184,107	613,689
United States, for Boulder City	<u>53,200</u>	<u>22,800</u>	<u>76,000</u>
<b>Totals</b>	<b><u>2,500,067</u></b>	<b><u>1,071,729</u></b>	<b><u>3,571,796</u></b>

2. Schedule B Firm Energy is documented below.

<u>Contractor</u>	Firm Energy (Thousands of kWh)		Total
	Summer	Winter	
<u>Arizona:</u>			
Arizona Power Authority (APA)	140,600	60,800	201,400
<u>Nevada:</u>			
Colorado River Commission (CRC)	<u>273,600</u>	<u>117,800</u>	<u>391,400</u>
<b>APA and CRC Subtotals</b>	<b>414,200</b>	<b>178,600</b>	<b>592,800</b>
<u>California:</u>			
City of Anaheim	34,442	14,958	49,400
City of Azusa	3,312	1,438	4,750
City of Banning	1,324	576	1,900
City of Burbank	3,604	1,566	5,170
City of Colton	2,650	1,150	3,800
City of Glendale	2,749	1,194	3,943
City of Pasadena	2,399	1,041	3,440
City of Riverside	25,831	11,219	37,050
City of Vernon	<u>18,546</u>	<u>8,054</u>	<u>26,600</u>
<b>California Subtotals</b>	<b><u>94,857</u></b>	<b><u>41,196</u></b>	<b><u>136,053</u></b>
<b>Schedule B, Firm Energy Totals</b>	<b><u>509,057</u></b>	<b><u>219,796</u></b>	<b><u>728,853</u></b>

3. Schedule D Firm Energy is documented below.

<u>Contractor</u>	<u>Firm Energy (Thousands of kWh)</u>		
	<u>Summer</u>	<u>Winter</u>	<u>Total</u>
<u>Arizona:</u>			
Arizona Power Authority (APA)	17,580	7,533	25,113
City of Chandler AZ Municipal Utilities Department	1,032	444	1,476
City of Flagstaff	307	132	439
City of Glendale	651	279	930
City of Globe	176	75	251
City of Payson	182	78	260
City of Peoria	1,055	453	1,508
City of Phoenix	4,582	1,968	6,550
City of Scottsdale	3,613	1,552	5,165
City of Tempe AZ Public Works Department	368	158	526
City of Tucson AZ Water Department	1,906	819	2,725
Graham County Electric Cooperative, Inc.	476	205	681
Metropolitan Domestic Water Improvement District	273	117	390
Mohave Electric Cooperative, Inc.	1,749	751	2,500

<u>Contractor</u>	<u>Firm Energy</u> <u>(Thousands of kWh)</u>		
	<u>Summer</u>	<u>Winter</u>	<u>Total</u>
<u>Arizona:</u>			
Navopache Electric Cooperative, Inc.	1,356	583	1,939
Northern Arizona Irrigation District Power Pool	376	161	537
Sulphur Springs Valley Electric Cooperative, Inc.	4,171	1,792	5,962
Trico Electric Cooperative, Inc.	<u>4,582</u>	<u>1,968</u>	<u>6,550</u>
<b>APA Subtotals</b>	<b>44,434</b>	<b>19,068</b>	<b>63,502</b>
<u>Arizona Tribes:</u>			
Fort McDowell Yavapai Nation	516	222	738
Gila River Indian Community	4,582	1,968	6,550
Hualapai Indian Tribe	582	250	832
Kaibab Band of Paiute Indians	189	81	270
Navajo Tribal Utility Authority	4,582	1,968	6,550
Pascua Yaqui Tribe	667	287	954
Salt River Pima-Maricopa Indian Community	4,582	1,968	6,550
Tohono O'odham Nation	4,137	1,777	5,914
Tonto Apache Tribe	<u>382</u>	<u>164</u>	<u>546</u>
<b>Arizona Tribes Subtotals</b>	<b>20,219</b>	<b>8,685</b>	<b>28,904</b>
<b>APA and Arizona Tribes Subtotal</b>	<b><u>64,653</u></b>	<b><u>27,753</u></b>	<b><u>92,405</u></b>
<u>Nevada:</u>			
Colorado River Commission (CRC)	17,580	7,533	25,113
City of Henderson	1,384	594	1,978

<u>Contractor (cont.)</u>	Firm Energy (Thousands of kWh)		
	Summer	Winter	Total
City of Las Vegas	1,610	692	2,301
City of North Las Vegas	1,165	501	1,666
Clark County School District	4,582	1,968	6,550
Clark County Water Reclamation District	1,038	446	1,485
College of Southern Nevada	429	184	613
Las Vegas Valley Water District	4,582	1,968	6,550
State of Nevada Department of Administration	166	72	238
State of Nevada Department of Corrections	429	184	613
State of Nevada Department of Transportation	177	76	253
University of Nevada, Las Vegas	<u>466</u>	<u>200</u>	<u>666</u>
<b>CRC Subtotals</b>	<b>33,608</b>	<b>14,418</b>	<b>48,026</b>
<u>Nevada Tribes:</u>			
Las Vegas Paiute Tribe	<u>1,051</u>	<u>451</u>	<u>1,502</u>
<b>Nevada Tribes Subtotals</b>	<b>1,051</b>	<b>451</b>	<b>1,502</b>
<b>CRC and Nevada Tribes Subtotals</b>	<b>34,659</b>	<b>14,869</b>	<b>49,528</b>

<u>Contractor (cont.)</u>	Firm Energy (Thousands of kWh)		
	Summer	Winter	Total
<u>California:</u>			
Anza Electric Cooperative, Inc.	2,438	1,045	3,482
California Department of Water Resources	4,581	1,968	6,550
City of Cerritos	4,582	1,965	6,547
City of Corona	4,564	1,956	6,519
City of Rancho Cucamonga	4,582	1,965	6,547
City of Victorville	4,009	1,719	5,728
Imperial Irrigation District	4,582	1,968	6,550
San Diego County Water Authority	<u>2,473</u>	<u>1,060</u>	<u>3,533</u>
<b>California Subtotals</b>	<b>31,811</b>	<b>13,646</b>	<b>45,456</b>
<u>California Tribes:</u>			
Agua Caliente Band of Cahuilla Indians	2,213	951	3,163
Augustine Band of Cahuilla Indians	731	314	1,046
Bishop Paiute Tribe	580	249	830
Cabazon Band of Mission Indians	1,532	658	2,190
Chemehuevi Indian Tribe	2,133	917	3,050
Morongo Band of Mission Indians	1,677	720	2,397
Pechanga Band of Luiseno Mission Indians	3,054	1,312	4,366

<u>Contractor (cont.)</u>	Firm Energy (Thousands of kWh)		<u>Total</u>
	<u>Summer</u>	<u>Winter</u>	
San Luis Rey River Indian Water Authority	4,582	1,968	6,550
San Manuel Band of Mission Indians	3,900	1,675	5,575
Timbisha Shoshone Tribe	182	78	260
Torres Martinez Desert Cahuilla Indians	2,534	1,088	3,622
Twenty-Nine Palms Band of Mission Indians	2,016	866	2,882
Viejas Band of Kumeyaay Indians	<u>2,120</u>	<u>911</u>	<u>3,031</u>
<b>California Tribes Subtotals</b>	<b><u>27,255</u></b>	<b><u>11,707</u></b>	<b><u>38,962</u></b>
<b>California and California Tribes Subtotals</b>	<b><u>59,065</u></b>	<b><u>25,353</u></b>	<b><u>84,418</u></b>
<b>Schedule D, Firm Energy Totals</b>	<b><u>158,377</u></b>	<b><u>67,975</u></b>	<b><u>226,352</u></b>

4. Schedule A, B, and D, Total Firm Energy is documented below.

<u>Contractor</u>	<u>Firm Energy</u>	
	<u>Thousands of kWh</u>	<u>Percent<sup>1</sup></u>
Arizona:		
Arizona Power Authority (APA)	<u>878,592</u>	<u>19.4078</u>
<b>APA Subtotals</b>	<b><u>878,592</u></b>	<b><u>19.4078</u></b>
Arizona Tribes:		
Fort McDowell Yavapai Nation	738	0.0163
Gila River Indian Community	6,550	0.1447
Hualapai Indian Tribe	832	0.0184
Kaibab Band of Paiute Indians	271	0.0060
Navajo Tribal Utility Authority	6,550	0.1447
Pascua Yaqui Tribe	954	0.0211
Salt River Pima-Maricopa Indian Community	6,550	0.1447
Tohono O'odham Nation	5,914	0.1306
Tonto Apache Tribe	<u>546</u>	<u>0.0120</u>
<b>Tribes Subtotals</b>	<b><u>28,904</u></b>	<b><u>0.6385</u></b>
<b>APA and Tribes Subtotals, Arizona</b>	<b><u>907,495</u></b>	<b><u>20.0463</u></b>

<sup>1</sup> Percentages are calculated by rounding to the nearest ten thousandths decimal place.

<u>Contractor</u>	<u>Firm Energy</u>	
	<u>Thousands of kWh</u>	<u>Percent<sup>2</sup></u>
<u>Nevada:</u>		
Colorado River Commission (CRC)	<u>1,053,115</u>	<u>23.2630</u>
<b>CRC Subtotals</b>	<b><u>1,053,115</u></b>	<b><u>23.2630</u></b>
<u>Nevada Tribes:</u>		
Las Vegas Paiute Tribe	<u>1,502</u>	<u>0.0332</u>
<b>Tribes Subtotals</b>	<b><u>1,502</u></b>	<b><u>0.0332</u></b>
<u>Nevada:</u>		
U.S. for Boulder City (BC)	<u>76,000</u>	<u>1.6788</u>
<b>U.S. for BC Subtotals</b>	<b><u>76,000</u></b>	<b><u>1.6788</u></b>
<b>CRC, Tribes, and BC Subtotals, Nevada</b>	<b><u>1,130,617</u></b>	<b><u>24.9750</u></b>
<u>California:</u>		
Anza Electric Cooperative, Inc.	3,482	0.0769
California Department of Water Resources	6,550	0.1447
City of Anaheim	49,400	1.0912
City of Azusa	4,750	0.1049
City of Banning	1,900	0.0420
City of Burbank	25,270	0.5582
City of Cerritos	6,547	0.1446
City of Colton	3,800	0.0839
City of Corona	6,519	0.1440
City of Glendale	68,268	1.5080
City of Los Angeles	663,283	14.6517

<sup>2</sup> Percentages are calculated by rounding to the nearest ten thousandths decimal place.

<u>Contractor</u>	<u>Firm Energy</u>	
	<u>Thousands of kWh</u>	<u>Percent<sup>3</sup></u>
City of Pasadena	58,615	1.2948
City of Rancho Cucamonga	6,547	0.1446
City of Riverside	37,050	0.8184
City of Vernon	26,600	0.5876
City of Victorville	5,728	0.1265
Imperial Irrigation District	6,550	0.1447
Metropolitan Water District of Southern California	1,227,375	27.1123
Southern California Edison Company	238,160	5.2609
San Diego County Water Authority	<u>3,533</u>	<u>0.0780</u>
<b>Subtotals, California</b>	<b><u>2,449,927</u></b>	<b><u>54.1181</u></b>

<sup>3</sup> Percentages are calculated by rounding to the nearest ten thousandths decimal place.

<u>Contractor</u>	<u>Firm Energy</u>	
	<u>Thousands of kWh</u>	<u>Percent<sup>4</sup></u>
<b>California Tribes:</b>		
Agua Caliente Band of Cahuilla Indians	3,163	0.0699
Augustine Band of Cahuilla Indians	1,046	0.0231
Bishop Paiute Tribe	830	0.0183
Cabazon Band of Mission Indians	2,190	0.0484
Chemehuevi Indian Tribe	3,050	0.0674
Moronggo Band of Mission Indians	2,397	0.0530
Pechanga Band of Luiseno Mission Indians	4,366	0.0965
San Luis Rey River Indian Water Authority	6,550	0.1447
San Manuel Band of Mission Indians	5,576	0.1232
Timbisha Shoshone Tribe	260	0.0057
Torres Martinez Desert Cahuilla Indians	3,622	0.0800
Twenty-Nine Palms Band of Mission Indians	2,882	0.0637
Viejas Band of Kumeyaay Indians	<u>3,030</u>	<u>0.0669</u>
<b>Tribes Subtotals, California</b>	<b><u>38,962</u></b>	<b><u>0.8607</u></b>
<b>Totals Schedule A, B, and D Firm Energy</b>	<b><u>4,527,001</u></b>	<b><u>100.0000</u></b>

<sup>4</sup> Percentages are calculated by rounding to the nearest ten thousandths decimal place.

**SCHEDULE A, SCHEDULE B, AND SCHEDULE D  
EXCESS ENERGY ALLOCATIONS**

1. Schedule A, Schedule, B, and Schedule D excess energy is defined by the Priority of Entitlement to Excess Energy.

Priority of Entitlement to Excess Energy

- First: The first 200 million kWh for use within the State of Arizona; Provided, That in the event excess energy in the amount of 200 million kWh is not generated during any year of operation, Arizona shall accumulate a first right to delivery of excess energy subsequently generated in an amount not to exceed 600 million kWh, inclusive of the current year's 200 million kWh. Said first right of delivery shall accrue at a rate of 200 million kWh per year for each year excess energy in the amount of 200 million kWh is not generated, less amounts of excess energy delivered.
- Second: Meeting Hoover Dam contractual obligations under the States of Arizona, California, and Nevada for; Schedule A (Schedule A), Schedule B (Schedule B), and Schedule D (Schedule D), not to exceed 26 million kWh hours in each year of operation.
- Third: Meeting the energy requirements of the States of Arizona, California, and Nevada; such available excess energy to be divided equally among the three States.
2. Percentage Allocations is defined for third priority excess energy for use in Arizona, California, and Nevada.

2.1. Third Priority Excess Energy for Arizona is documented below.

<u>Contractor</u>	<u>Percent</u> <sup>5</sup>
Arizona Power Authority (APA)	100.0000
<b>Total</b>	<b><u>100.0000</u></b>

2.2. Third Priority Excess Energy for Nevada is documented below.

<u>Contractor</u>	<u>Percent</u> <sup>6</sup>
Colorado River Commission (CRC)	100.0000
<b>Total</b>	<b><u>100.0000</u></b>

2.3. Third Priority Excess Energy for California is documented below.

<u>Contractor</u>	<u>Percent</u> <sup>7</sup>
Anza Electric Cooperative, Inc.	0.1350
California Department of Water Resources	0.2538
City of Anaheim	2.6381
City of Azusa	0.2600
City of Banning	0.1205
City of Burbank	1.3357
City of Cerritos	0.2537
City of Colton	0.1998
City of Corona	0.2527
City of Glendale	2.1943
City of Los Angeles	33.5206

<sup>5</sup> Percentages are calculated by rounding to the nearest ten thousandths decimal place.

<sup>6</sup> Percentages are calculated by rounding to the nearest ten thousandths decimal place.

<sup>7</sup> Percentages are calculated by rounding to the nearest ten thousandths decimal place.

<u>Contractor (cont.)</u>	<u>Percent<sup>8</sup></u>
City of Pasadena	2.0003
City of Rancho Cucamonga	0.2537
City of Riverside	1.9785
City of Vernon	1.4395
City of Victorville	0.2220
Imperial Irrigation District	0.2538
Metropolitan Water District of Southern California	34.8398
San Diego County Water Authority	0.1369
Southern California Edison Company	16.2014
Agua Caliente Band of Cahuilla Indians	0.1226
Augustine Band of Cahuilla Indians	0.0405
Bishop Paiute Tribe	0.0321
Cabazon Band of Mission Indians	0.0849
Chemehuevi Indian Tribe	0.1182
Morongo Band of Mission Indians	0.0929
Pechanga Band of Luiseno Mission Indians	0.1692
San Luis Rey River Indian Water Authority	0.2538
San Manuel Band of Mission Indians	0.2161
Timbisha Shoshone Tribe	0.0101
Torres Martinez Desert Cahuilla Indians	0.1403
Twenty-Nine Palms Band of Mission Indians	0.1117
Viejas Band of Kumeyaay Indians	0.1174
<b>Total</b>	<b><u>100.0000</u></b>

3. Changes, additions, or modifications to the attachment shall be reflected in new or revised attachments and will be distributed in accordance with section 18 of this Contract.

<sup>8</sup> Percentages are calculated by rounding to the nearest ten thousandths decimal place.

**ANCILLARY SERVICES**

**1. Operating Reserve – Spinning**

Generation that is synchronized to the system and fully available to respond in accordance with applicable regulatory standards and requirements. Capacity scheduling requirements for Operating Reserves – Spinning are provided in the metering and scheduling instructions pursuant to subsection 6.12.2 of this Contract.

**2. Operating Reserve – Supplemental**

Generation capable of being synchronized to the system that is fully available to respond in accordance with applicable regulatory standards and requirements. Capacity scheduling requirements for Operating Reserves – Supplemental are provided in metering and scheduling instructions pursuant to subsection 6.12.2 of this Contract.

**3. Regulation**

Regulation service, including ramping up or ramping down, is provided dynamically by Western in response to a digital control signal from the Contractor or a Scheduling Entity, consistent with established NERC and WECC reliability standards or reliability standards of their successor organizations, and any requirements of Western.

4. Changes, additions, or modifications to the attachment shall be reflected in new or revised attachments and will be distributed in accordance with section 18 of this Contract.



**SCHEDULE A, SCHEDULE B, AND SCHEDULE D**  
**ELECTRIC SERVICE CONTRACTORS**

Agua Caliente Band of Cahuilla Indians  
Anza Electric Cooperative, Inc.  
Arizona Power Authority  
Augustine Band of Cahuilla Indians  
Bishop Paiute Tribe  
Cabazon Band of Mission Indians  
California Department of Water Resources  
Chemehuevi Indian Tribe  
City of Anaheim, California  
City of Azusa, California  
City of Banning, California  
City of Boulder City, Nevada  
City of Burbank, California  
City of Cerritos, California  
City of Colton, California  
City of Corona, California  
City of Glendale, California  
City of Los Angeles, California  
City of Pasadena, California  
City of Rancho Cucamonga, California  
City of Riverside, California  
City of Vernon, California  
City of Victorville, California  
Colorado River Commission of Nevada  
Fort McDowell Yavapai Nation  
Gila River Indian Community  
Hualapai Indian Tribe  
Imperial Irrigation District  
Kaibab Band of Paiute Indians  
Las Vegas Paiute Tribe  
Metropolitan Water District of Southern California  
Morongo Band of Mission Indians  
Navajo Tribal Utility Authority  
Pascua Yaqui Tribe  
Pechanga Band of Luiseno Mission Indians  
Salt River Pima-Maricopa Indian Community  
San Diego County Water Authority  
San Luis Rey River Indian Water Authority  
Southern California Edison Company  
San Manuel Band of Mission Indians  
Timbisha Shoshone Tribe

**SCHEDULE A, SCHEDULE B, AND SCHEDULE D**  
**ELECTRIC SERVICE CONTRACTORS**

Tohono O'odham Nation  
Tonto Apache Tribe  
Torres Martinez Desert Cahuilla Indians  
Twenty-Nine Palms Band of Mission Indians  
Viejas Band of Kumeyaay Indians

**UNITED STATES DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION**

**Boulder Canyon Project  
Desert Southwest Customer Service Region**

**SCHEDULE OF RATES FOR ELECTRIC SERVICE**

Effective:

The first day of the first full Billing Period beginning on or after October 1, 2018, and extending through September 30, 2023, or until superseded by another rate schedule, whichever occurs earlier.

Available:

In the marketing area serviced by the Boulder Canyon Project.

Applicable:

To power Contractors served by the Boulder Canyon Project supplied through one meter, at one point of delivery, unless otherwise provided by Contract.

Character and Conditions of Service:

Alternating current at 60 hertz, three-phase, delivered and metered at the voltages and points established by contract.

Base Charge:

The total charge paid by the Contractors for their allocated capacity and firm energy based on the Annual Revenue Requirement. The Base Charge shall be composed of a capacity component and an energy component:

ENERGY CHARGE: For each month in the Rate Year, Western shall bill each Contractor for an energy charge equal to that period's Monthly Energy Ratio, multiplied by the Contractor's Energy Dollar as provided by the Contract.

CAPACITY CHARGE: For each month in the Rate Year, Western shall bill each Contractor for a capacity charge equal to one-twelfth (1/12) of the Capacity Dollar multiplied by each Contractor's Contingent Capacity percentage as provided by the Contract.

Forecast Rates:

ENERGY: Shall be equal to the Rate Year Energy Dollar divided by the lesser of the total Master Schedule energy or 4,501.001 million kWhs. This rate is to be applied for use of excess energy, unauthorized overruns, and water pump energy.

CAPACITY: Shall be equal to the Rate Year Capacity Dollar divided by 2,074,000 kW, to be applied for use of unauthorized overruns.

Calculated Energy Rate:

Within ninety (90) Days after the end of the Fiscal Year, after the Energy Deemed Delivered has been determined, the Calculated Energy Rate shall be determined by dividing fifty (50) percent of the Annual Revenue Requirement by the Energy Deemed Delivered. For any Rate Year in which Energy Deemed Delivered is greater than 4,501,001 million kilowatt hours, Western shall apply the Calculated Energy Rate to each Contractor's Energy Deemed Delivered to determine the Contractor's actual energy charge. A credit or debit shall be established for each Contractor based on the difference between the Contractor's Energy Dollar and the Contractor's actual energy charge, to be applied in the month following the calculation or as soon as possible thereafter.

Lower Basin Development Fund Contribution Charge:

The contribution charge is 4.5 mills/kWh for each kWh measured or scheduled to an Arizona purchaser and 2.5 mills/kWh for each kWh measured or scheduled to a California or Nevada purchaser, except for purchased power.

Billing for Unauthorized Overruns:

For each Billing Period in which there is a Contract violation involving an unauthorized overrun of the contractual power obligations, such overrun shall be billed at 10 times the forecast energy rate and forecast capacity rate. The contribution charge shall also be applied to each kWh of overrun.

Adjustments:

None.



Attachment No. 6  
Contract No. 16-DSR-12643  
City of Colton

**CONTRACT NO. 16-DSR-12643**

**METERING AND SCHEDULING INSTRUCTIONS**

**BETWEEN**

**THE UNITED STATES  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION  
Desert Southwest Customer Service Region  
Boulder Canyon Project**

**AND**

**CITY OF COLTON**

**CONTRACT NO. 16-DSR-12643**

**METERING AND SCHEDULING INSTRUCTIONS**

**BETWEEN**

**THE UNITED STATES  
WESTERN AREA POWER ADMINISTRATION  
Desert Southwest Customer Service Region  
Boulder Canyon Project**

**AND**

**CITY OF COLTON**

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## METERING AND SCHEDULING INSTRUCTIONS

BETWEEN

THE UNITED STATES  
WESTERN AREA POWER ADMINISTRATION  
Desert Southwest Customer Service Region Office  
Boulder Canyon Project

AND

CITY OF COLTON

1. **PARTIES**: The Parties to these Metering and Scheduling Instructions (MSI) are Western Area Power Administration (Western) and City of Colton (Contractor) or their Authorized Representative, each sometimes individually called Party and collectively called Parties.
2. **PURPOSE**: This MSI is written to implement the metering, scheduling, and accounting contractual requirements in accordance with subsection 6.12.2 of Contractor's Boulder Canyon Project (BCP) Electric Service Contract No. 16-DSR-12643 (Contract), as well as Implementation Agreement No. 95-PAO-10616, as amended and restated (Restated Agreement), associated with the BCP. If there are any conflicts between the terms of the Contract and the terms of this MSI, the terms of the Contract shall prevail. If there are conflicts between the terms of the Restated Agreement and the terms of this MSI, the terms of the Restated Agreement shall prevail.
3. **TERM**: This MSI shall become effective on October 1, 2016, for power provided on October 1, 2017, and shall remain in effect through September 30, 2067, until superseded by revised instructions or termination of the Contract and Restated Agreement listed in section 2, herein.
4. **REVISION**: The Parties intend that this MSI shall be reviewed periodically, and revised as necessary by agreement of the Parties, or as determined necessary by Western.
5. **POINT(S) OF DELIVERY**: Western shall deliver capacity and energy to the Contractor through the Contractor's authorized Scheduling Entity(ies) at the Mead 230-kV Bus listed in Exhibit B to the Contract.

6. **DEFINITIONS:** Terms, when used herein and in the Attachments, hereto, whether in singular or plural, shall have the meanings set forth in section 5 (Definitions) of the Contract.

7. **GENERATION SCHEDULING:**

7.1 **Scheduling:** Schedules associated with capacity and energy deliveries will be established and confirmed on Mountain Standard Time (MST) in advance as outlined in this MSI.

7.1.1 The Scheduling Entity is designated to implement schedules with Western on behalf of Contractor. Each Party shall provide its scheduling point(s) of contact and other information for this MSI as indicated on Attachment Nos. 1 and 2, attached hereto. In accordance with subsection 6.11.5 of the Contract, each Party agrees to provide the other Party, at least sixty (60) Days advance written notification, of any modifications to contact information or Scheduling Entity. Western will provide a revised Attachment No. 1 as confirmation of the change.

7.1.2 The Scheduling Entity will schedule and Western will deliver Contractor's Schedule A, Schedule B, and Schedule D Contingent Capacity and associated Firm Energy; and will schedule and deliver Excess Energy in accordance with the Contract and subsection 7.7 and 7.8, herein.

7.1.3 Contingent Capacity is based on Hoover Powerplant generating capacity which may be changed to the extent the output capability of the designated unit(s) has been changed due to a new unit rating or outage of the designated unit(s) in accordance with section 6 of the Contract.

7.1.4 Changes in Available Capacity shall be shared pro rata among Schedule A, Schedule B, and Schedule D Contingent Capacity and each Contractor's change in Available Capacity shall be based upon the Contractor's allocation percentages in Attachment No. 1 of the Contract. Notifications of changes in Available Capacity will be made as soon as practicable after unit capacity ratings have been determined by the Bureau of Reclamation (Reclamation).

7.1.5 Notice of changes in Available Capacity will be made in accordance with North American Electric Reliability Corporation (NERC) and Western Electricity Coordinating Council (WECC) outage reporting requirements and in accordance with the coordination procedure with the Western Area Lower Colorado Balancing Authority (WALC) and Reclamation. The WALC-Reclamation coordination procedure includes:

7.1.5.1 Planned Outage Scheduling: Planned removal of equipment from service currently requires four (4) business days minimum advance notice with no bulk electric system (BES) impact, and ten (10) business days if the BES is impacted or as required by NERC and WECC.

7.1.5.2 Emergencies: Unplanned outages requiring emergency restoration response do not require any advance minimum outage notification period.

7.1.5.3 Emerging Actions: Emerging or pressing equipment issues requiring an outage or preventive action by either Reclamation or WALC, are to be responded to as determined by the WALC system operator, the Reclamation generator operator, or the WECC Reliability Coordinator to avoid an imminent adverse impact to the BES, to prevent generator or transmission damage, or to avoid injury.

7.1.6 Scheduling practices will comply with current North American Electric Standards Board, (NAESB), NERC, WECC, and applicable Federal Energy Regulatory Commission (FERC), or successor(s) requirements. Contractor shall have the option to schedule statically in accordance with subsection 7.7, herein or to schedule dynamically in accordance with subsection 7.8, herein. All scheduling shall follow the electronic interchange transaction information (e-Tag) requirements in accordance with subsection 7.7, 7.8, and 7.9, herein.

7.1.7 The Contractor may request a change in schedule type (static or dynamic). Any changes will be in effect for a minimum twelve (12) month period, unless a more expedient change is agreed to by Western and the Contractor. Preference for schedule type will be made by submitting a written request to Western to evaluate implementation of the change in schedule type. Attachment No. 6, herein describes steps for establishing dynamic scheduling with Western.

7.2 Master Schedule: Western will use MST as the timing basis for the determination of the monthly breakdown of estimated energy and capacity allocation as shown in the annual Master Schedule and any revisions. As stated in subsection 6.8.1 of the Contract, the Master Schedule shall be for a sixteen (16) month period, beginning on June 1 of the current year and extending through September 30 of the next year for each of the Contractors. An example of a Master Schedule showing Schedule A, Schedule B, Schedule D Contingent Capacity and Firm Energy, and Schedule C, Excess Energy are shown in Attachment No. 3, herein.

- 7.3 Energy Allocations (Target Schedule): The Target Schedule is a report that documents the energy allocations that may be scheduled by the Scheduling Entity for the current or next month including sub-monthly period schedules within a month. The Target Schedule is comprised of the following components:
- 7.3.1 Contractor's Energy Percentage: Contractor's percentage of Schedule A, Schedule B, and Schedule D Firm Energy.
  - 7.3.2 Transformer and Transmission Losses: Transformer and transmission line losses to the point of delivery at the Mead 230-kV Substation. The current value is 0.9355%.
  - 7.3.3 Adjustment: Adjustment represents the energy deviations as well as Motoring Losses ( $M_L$ ) and Unloaded Synchronized Generation Losses ( $S_L$ ) assessments less  $M_L$  and  $S_L$  returns from the previous month's accounting as calculated in the monthly energy accounting process. These adjustments are intended to minimize over and under deliveries of energy during the Fiscal Year.
  - 7.3.4 Interchange: Interchange represents the Resource Integration Exchange programs values either between Contractors or between Western resources. The monthly and yearly net value between Contractors will be zero (0).
  - 7.3.5 Returned Energy for use of  $M_L$  and  $S_L$ : Energy to be scheduled as repayment of assessments from previous month's accounting process.
  - 7.3.6 Miscellaneous Energy: Miscellaneous energy may be used for a return or delivery of energy associated with a Contractor's energy usage, past month's power accounting, or the reconciliation of the deviations from the prior Fiscal Year. A notation describing the application will be communicated to the Scheduling Entity upon issuance of the Target Schedule.
  - 7.3.7 Firming Energy: Supplemental energy purchased by Western at the request of a Contractor to meet any deficiency in Firm Energy in accordance with subsection 6.9.4 of the Contract. At the request of the Contractor and at the Contractor's expense, Western shall purchase, schedule, and account for requested Firming Energy separately from energy deemed to be from the Hoover Powerplant in order to meet that Contractor's Firm Energy deficiency.

- 7.3.8 Excess Energy: As defined in section 5 of the Contract.
- 7.3.9 Contractor's Available Energy: As defined in section 5 of the Contract.
- 7.4 Notification of Target Schedule: The Scheduling Entity shall be notified of its original monthly and sub-monthly period Target Schedule no later than one (1) week before the beginning of such period unless a shorter notification period is deemed necessary to meet urgent water conditions. Routine changes in Target Schedules shall be electronically communicated to Scheduling Entities on a pre-scheduling basis. The modification of the Target Schedule and the implementation or removal of energy restrictions due to special circumstances shall be communicated via voice or electronic means.
- 7.5 Monthly Energy Excursions: The Scheduling Entity or Contractor, when in need of a monthly energy excursion of more than +/- two (2) percent, but within +/- five (5) percent of Contractor's Available Energy from the Target Schedule, must request approval from the Western Scheduling Point of Contact (POC). The Western Scheduling POC will communicate to the Scheduling Entity approval or disapproval of the excursion requested based on power and hydro system conditions at the time of request and record the request. Contractor will forfeit energy for under-runs on unapproved excursions beyond the two (2) percent monthly window and five (5) percent Western approved window. Overruns in excess of two (2) percent that are not pre-approved or any overrun in excess of five (5) percent shall be assessed a penalty in accordance with Attachment No. 5, Schedule of Rates for Power Service, of the Contract.
- 7.6 Sub-Monthly Energy Requirement: The Scheduling Entity or Contractor is required to schedule within +/- two (2) percent of the Contractor's Available Energy for the first sub-monthly period identified on the Target Schedule each month. For each subsequent sub-monthly period, the Scheduling Entity or Contractor is required to schedule within +/- five (5) percent of the Contractor's Available Energy identified on the Target Schedule each month. Deviations outside of the applicable percentage requirements will be calculated for each period and are subject to forfeiture of energy and/or penalties in accordance with Attachment No. 5, Schedule of Rates for Electric Service, of the Contract.

7.7 Static Scheduling:

7.7.1 Capacity: Western will notify Scheduling Entities of hourly Contractor's Available Capacity according to the normal pre-scheduling calendar.

7.7.2 Energy: The Scheduling Entity will pre-schedule anticipated energy on a daily and hourly basis as follows:

7.7.2.1 Electronic-Tagging (e-Tag): Contractor will submit normal type e-Tags for its static schedule and adhere to NAESB, NERC, WECC, and FERC Interchange Standards and Requirements for normal type interchange schedules. Specific Western e-Tag requirements are provided in subsection 7.9, herein.

7.7.2.2 Sub-hourly Static Schedules: Contractor will submit sub-hourly normal type e-Tags as defined in subsection 7.7.2.1, herein and must include a separate capacity schedule. The Contractor will confirm the pre-scheduled hourly capacity schedule with Western's Scheduling POC by 1400 hours MST on the business day prior to execution, unless a later time is agreed to by Western and Contractor.

By 2300 hours MST each day, Contractor's Scheduling Entity Real Time Scheduling Desk will confirm the next day's hourly capacity schedule with Western's Real Time Marketer Desk.

Changes to any hourly capacity schedule must be communicated to Western thirty (30) minutes prior to the hour, excluding emergencies.

7.7.2.3 Inefficiencies for sub-hourly Static Schedules will be assessed for losses as described in subsection 7.8.9, herein.

7.7.2.4 The daily sum of tagged energy for Static Schedules in MST will be used by Western to assure that energy deliveries conform to monthly Contractor's Available Energy.

7.7.2.5 The daily sum of tagged energy for Static Schedules in MST will be the basis to establish energy deviation between Contractor and Western in section 10, herein.

7.8

Dynamic Scheduling:

- 7.8.1 Capacity: Western will notify Scheduling Entities of hourly Contractor's Available Capacity according to the normal pre-scheduling calendar. Scheduling Entities will pre-schedule required on-line capacity with Western on a daily and hourly basis as follows:
- 7.8.2 Daily: Contractor will communicate the pre-schedule hourly on-line capacity to Western's Scheduling POC by 1400 hours MST on the business day prior to execution, unless a later time is agreed to by Western and Contractor.

By 2300 hours MST each day, Contractor's Scheduling Entity Real Time Marketer Desk will confirm the next day's hourly capacity schedule with the WALC Dispatch POC.

- 7.8.3 Hourly Scheduled Capacity: Changes to capacity schedules will be communicated to the WALC Dispatch POC. Changes to any hourly schedule must normally be communicated (30) minutes prior to the hour.
- 7.8.4 Hourly Unscheduled Capacity: A Scheduling Entity may increase its capacity schedule and request up to its full Contractor's Available Capacity four (4) times per month outside of the hourly requirement of subsection 7.8.3. Western and Reclamation, at their determination, will make their best effort to supply Contractor's full capacity request within ten (10) minutes of the request. Western or Reclamation shall not be liable for costs incurred by Contractor if the capacity cannot be supplied or ramped to full load to meet reserve requirements as may be defined in a reserve sharing group or by WECC or NERC. Western may alter the number of unscheduled capacity changes per month allowed under this Section by written notice to Contractor.

- 7.8.5 Emergency Capacity Request: Following an emergency, determined by the Contractor based on standard utility practice, Contractor is entitled to increase the capacity schedule with the WALC Dispatch POC by verbal communication, up to the Contractor's Available Capacity and to the extent capacity is available, for up to twelve (12) consecutive hours, in accordance with subsection 6.11.3 of the Contract.

Western and Reclamation will make their best effort to supply energy associated with the requested Emergency Capacity, but shall not be liable for costs incurred by Contractor if the capacity cannot be supplied or ramped to full load to meet reserve requirements as may be defined in a reserve sharing group or by WECC or NERC.

- 7.8.6 Energy: Contractor will schedule energy on a daily and hourly basis as follows:

7.8.6.1 Energy Forecast: Contractor shall provide Western's scheduling POC by 1500 hours each day with an hourly forecast of dynamic energy to be scheduled for the following day.

7.8.6.2 Dynamic Schedules (Real Time): Contractor shall transmit an electronic signal of its Dynamic Schedule request to Western, within pre-scheduled Contractor's Available Capacity limits, once each Automatic Generation Control (AGC) cycle. Western will receive Contractor's Dynamic Schedule request and will reply with Western's electronic signal indicating that Contractor's schedule is accepted and confirmed. When either Party is unable to transmit or receive an electronic signal with the other Party, the Parties will voice request changes in hourly Hoover Powerplant generation.

7.8.6.3 Dynamic Schedules (Integrated): The hourly integral of Western's dynamic energy schedule signal, as provided by Western, is the Dynamic Schedule representing Contractor's energy delivery. The energy profile of the Dynamic Schedule e-Tag must be updated with this energy integration in accordance with WECC, NERC, FERC, and NAESB Dynamic Schedule e-Tagging Requirements.

7.8.6.4 Electronic-Tagging (e-Tag): The Scheduling Entity will submit e-Tags for its dynamic schedule and adhere to NAESB, NERC, WECC, and FERC Interchange Standards and Requirements for Dynamic Interchange Schedules. Specific Western e-Tag requirements are provided in subsection 7.9, herein.

- 7.8.7 The daily sum of integrated energy for Dynamic Schedules in MST will be used by Western to assure that energy deliveries conform to monthly Contractor's Available Energy.
- 7.8.8 The daily sum of integrated energy for Dynamic Schedules in MST will be the basis to establish energy deviation between Contractor and Western in section 10, herein.
- 7.8.9 Inefficiency:  $M_L$  and  $S_L$  as defined in Exhibit D of the Contract will accumulate hourly each month. The total inefficiency accumulated monthly shall be assessed monthly as part of the Energy Deemed Delivered which is billed the applicable LCRBDF rate and used to reduce the Target Schedule two (2) months after occurrence. Contractors may also select to return such energy from sources available to the Contractor other than the Hoover Powerplant during On-Peak Hours in the following Billing Period, or as soon thereafter as practicable.
- 7.8.10 Western will provide Ancillary Services in accordance with Attachment No. 3 of the Contract to Contractor as the Scheduling Entity schedules the energy dynamically.
- 7.8.11 Operating Reserves: Operating Reserves-Spinning, and Operating Reserves-Supplemental will be provided through hourly scheduled capacity. Western is not responsible for immediate full load response, such as from partial to full load increases without consideration for ramping in the requested energy component. The Contractor and Western will coordinate to establish acceptable ramp rates.

7.9 e-Tag Requirements:

- 7.9.1 The Scheduling Entity will submit requests for interchange (e-Tags) for its schedules and adhere to NAESB, NERC, WECC, and FERC Interchange Standards and Requirements for Interchange Schedules. Per e-Tag specifications, all e-Tags will have whole megawatt values and contain the following:
  - 7.9.1.1 DSWM01 shall be the first Purchasing Selling Entity (PSE) listed in the Market Path.
  - 7.9.1.2 WALC shall be the Source Balancing Authority (BA) with DSWM01 as the source PSE, and Hoover Powerplant as the Generating Source in the Physical Path.

7.9.1.3 The first Physical Segment (1) shall have the Point of Receipt (POR) and Point of Delivery (POD) as MEAD230 with DSWM01 as the PSE and WALC as the Transmission Provider.

7.9.1.4 The Scheduling Entity shall be the second PSE listed in the Physical Path with MEAD230 as the POR on the second Physical Segment (2).

7.9.2 All e-Tags submitted shall comply with NAESB Timing Requirements. Due to Western not having adequate time to perform a reliability assessment, all late requested e-Tags will not be approved.

7.9.3 If an Emergency type e-Tag is submitted and the Sink BA approves the e-Tag, Western will approve the transaction as the Source BA.

7.9.4 Sufficient firm transmission shall be required to schedule from MEAD230 to the Sink/Load. In addition, Dynamic and Sub-hourly Static Schedules normal type e-Tags must have sufficient firm transmission to transfer the maximum instantaneous generation for any hour.

8. **METERING:** Deliveries of capacity and energy are based upon scheduled quantities, therefore no meters are necessary for billing and accounting purposes.

9. **ENERGY AND CAPACITY CALCULATIONS:**

9.1 **Hourly Minimum Rate of Delivery of Energy:** Minimum power system and water release requirements are in accordance with subsection 6.9.3 of the Contract.

9.1.1 Contractor's hourly power system minimum schedule will be up to ten (10) percent of the Contractor's Available Capacity for current hour energy deliveries and next hour if requested by the WALC Dispatch POC.

9.1.2 Contractors hourly water minimum energy schedule will not exceed twenty-five (25) percent of Contractor's monthly energy allocation.

9.1.3 Contractor's Proportional share of total Firm Energy and Excess Energy for the Billing Period	X	Overall minimum rate of delivery of energy for required minimum water releases
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9.2 Contractor's Available Energy: The Contractor's Available Energy is in accordance with Exhibit C of the Contract and shall be determined by the following formula:

9.2.1  $CAE = (P \times B) - A + M + C + D$

Where (values deemed to be in thousands of kWh),

CAE = Contractor's Available Energy for the applicable period.

P = Contractor's percentage of total Schedule A, Schedule B, and Schedule D Firm Energy

B = Projected Hoover Firm Energy generation for the applicable period, including transformer and transmission line losses and projected integration with the Parker-Davis Project

A = Adjustments from previous month's accounting process including schedule deviation and  $M_L$  and  $S_L$  assessments

M =  $M_L$  and  $S_L$  return energy

C = Excess Energy for the applicable period available to the Contractor in accordance with Schedule C of the Contract

D = Contractor's requested Firming Energy purchase in accordance with subsection 6.9.4 of the Contract which are scheduled and accounted for separately from energy deemed to be from Hoover Powerplant

9.2.2 Contractor's Available Energy will then be rounded to the nearest whole megawatt hour for scheduling purposes.

9.3 Contractor's Energy Deemed Delivered: The Contractor's Energy Deemed Delivered shall be determined by the following formula:

9.3.1  $CEDD = S + (M_L)_C + (S_L)_C - (M_L)_C \text{ return} - (S_L)_C \text{ return}$   
Where (values deemed to be in thousands of kWh),

$CEDD$  = Contractor's Energy Deemed Delivered for the applicable period

$S$  = Contractor's actual energy scheduled, delivered, calculated, and received for the applicable period

$(M_L)_C$  = Contractor's share of the Motoring Loss for the applicable period

$(S_L)_C$  = Contractor's share of the Unloaded Synchronized Generation Loss for the applicable period

$(M_L)_C \text{ return}$  =  $(M_L)_C$  from two (2) months previous

$(S_L)_C \text{ return}$  =  $(S_L)_C$  from two (2) months previous

9.3.2 Contractor's Energy Deemed Delivered will then be rounded to the nearest whole megawatt hour for energy accounting purposes.

9.4 Contractor's Available Capacity: Contractor's Available Capacity is in accordance with Exhibit C of the Contract and shall be determined by the following formula:

9.4.1  $CAC = (P \times B)$

Where (values deemed to be kW),

$CAC$  = Contractor's Available Capacity for the applicable period

$P$  = Contractor's percentage of total Schedule A, Schedule B, and Schedule D Contingent Capacity

$B$  = Available Capacity

9.4.2 Contractor's Available Capacity will then be rounded to the nearest whole megawatt for scheduling purposes.

10. **POWER ACCOUNTING:**

10.1 Excess Energy Allocation and Accounting Process:

10.1.1 Prior to the start of the Fiscal Year or after receiving the latest Reclamation Hoover forecast energy availability above 4,501,001 MWh for the Fiscal Year, Western will compute the total estimated energy for the BCP and determine the amount of total estimated energy, including Excess Energy, if any, available in the coming or current Fiscal Year. Reclamation may update such studies on a frequent basis and will provide such information to Western. Western may recalculate the total estimated energy as deemed appropriate.

10.1.2 The total estimated Excess Energy declared for a Fiscal Year will be equally distributed over the number of months remaining in such Fiscal Year based on the following principles:

10.1.2.1 The priority rights of Schedule C entitlement will be determined based on Exhibit A of the Contract and an equal division of estimated Excess Energy will be added to the applicable Contractor's monthly Target Schedule, with adjustments for transformer and transmission line losses. The Excess Energy entitlement in the Target Schedule, once provided by Western to the Contractors prior to each month, will not be adjusted during the month of delivery unless: a water emergency is declared by Reclamation; a significant change in Colorado River regulating conditions occurs; an uncontrollable force impacts the Hoover Powerplant generation capability; or in order to deliver each Contractor's total entitlement.

10.1.3 During the Fiscal Year, estimated Excess Energy entitlement, based on the best available information, will be adjusted for actual deliveries and for changes in Reclamation's projected availability of Hoover Powerplant energy as determined by Western. The adjustment in energy will occur to the Target Schedule provided by Western prior to the month of delivery in an attempt to minimize over/under deliveries of energy.

- 10.1.4 During the Annual Energy Reconciliation process, the actual values of Schedule A, Schedule B, Schedule C, and Schedule D will be computed. Any deviations in Schedule A, Schedule B, Schedule C, and Schedule D between what was scheduled and received to the actual values will be returned or delivered the following Fiscal Year. A proposed schedule for return or delivery of deviation will be sent to each Contractor with the draft Annual Energy Reconciliation. The Contractor can provide written comments on the proposed schedule. These comments will be used to determine the schedule for returns or deliveries of deviation as adjustments to the Target Schedules during the current Fiscal Year.
- 10.1.5 Once the Annual Energy Reconciliation Report is final, the Annual Energy Reconciliation results will be used for the development of the Calculated Energy Rate. The Total Energy Delivered value (column K of Attachment No. 5, herein) in the Annual Energy Reconciliation Report will be used as the Energy Deemed Delivered value for the purposes of calculating the Calculated Energy Rate in accordance with section 7.8 of the Contract.
- 10.2 Capacity and Energy Delivery Verification: The data to be exchanged between Western and Scheduling Entity(ies) during and following each month is in MST as follows:
- 10.2.1 Daily Schedule Checkout – For Contractors who schedule dynamically, Western will verify the hourly scheduled totals equal Western’s totals of hourly integrated energy delivered. Any required adjustments will be requested by Western to the Scheduling Entity.
- 10.2.2 Sub-monthly Period Schedule Checkouts – Western will provide to the Scheduling Entity on a weekly basis the total energy and capacity used by Contractor cumulative for the month-to-date and by sub-monthly period.
- 10.2.3 Previous Month Data – Western will provide to the Scheduling Entity, by the first working day of each month, the following data for the previous month:
- 10.2.3.1 Actual hourly energy delivered for the entire month.
  - 10.2.3.2 Hourly capacity for the entire month.
  - 10.2.3.3 Sub-monthly period(s) energy total.

10.2.4 Concurrence of Monthly Schedules – The Scheduling Entity and Western will concur to the amount of energy and capacity scheduled by the fifth (5<sup>th</sup>) business day in accordance with subsection 10.2.3 (10.2.3.1 - 10.2.3.3).

10.3 Monthly Accounting: Monthly accounting reports will be distributed to the Contractor by the twenty-fifth (25<sup>th</sup>) day of the following month. These reports will include a monthly accounting report; a summary of schedules, losses and loss apportionment; Energy Deemed Delivered calculations per Contractor; Target Schedules for current and the next month; forecasted capacity entitlement for the next month; updated Master Schedule for the current Fiscal Year; and the projected operating schedule.

10.4 Deviation Accounting: Deviation accounting will be maintained between Contractor and Western to accommodate energy accounting adjustments. Monthly deviations are applied as adjustments in the Target Schedule two (2) months after occurrence. Any accumulated deviation remaining at the end of the Fiscal Year will be determined in the Annual Energy Reconciliation Report. Example provided in Attachment No. 5, herein.

Deviation accounts may include:

10.4.1 Delivery Concurrence: Agreed to under/over deliveries from energy

10.4.2 Losses: Transformer and transmission line losses

10.4.3 Any adjustments or reallocations of  $M_L$  and  $S_L$

10.4.4 Other Deviation: Any additional deviation accounting will be mutually agreed upon

10.5 Annual Energy Reconciliation: The Annual Energy Reconciliation for each Fiscal Year will account for the accumulated deviation for each Contractor on an annual basis. This accounting confirms that each MWh of energy generated at BCP for each month in the Fiscal Year is allocated to the Contractors.

10.5.1 Monthly Accumulated Deviation: The components and calculation for the Monthly Accumulated Deviation will be printed on each Contractor's BCP Reconciliation sheet.

10.5.2 End Notes: Billing discrepancies or special adjustments will be listed, as needed, in the Annual Energy Reconciliation document.

10.5.3 Distribution: Within six (6) weeks after the end of the Fiscal Year, a draft Annual Energy Reconciliation Report (Report) will be distributed by Western to the Contractors. The Contractors shall make every effort to review and provide comments to Western's draft Report no later than four (4) weeks of receipt. Western shall address, resolve comments, and issue the final Report within four (4) weeks after the Contractors' comment period.

**CONTRACTOR'S SCHEDULING ENTITY AND  
POINT OF CONTACTS**

Contractor agrees to designate and provide contact information, identified herein, of its Scheduling Entity for scheduling Contractor's Contract capacity and energy. Modifications to Contractor's Scheduling Entity contact information shall provide notification to the other Party, in accordance with subsection 7.1.1, herein by submitting a revised Attachment No. 1.

**Contractor's Balancing Authority for  
Energy Deliveries**

California Independent System Operator

**Contractor's Scheduling Entity**

Company Name:

Shell Energy North America (US)

Attn:

Mailing Address:

**Pre-Scheduling Contact Information**

Name:

Efrain Sandoval

Position:

Resource Scheduler

Phone:

(323) 826-1424

Fax:

(323) 826-3629

E-mail:

esandoval@ci.vernon.ca.us

**Real Time Scheduling Desk Contact**

Primary Phone:

(858) 320-1500

Alternate Phone:

Fax:

E-mail:

gxtrSENAspokanerealttime@SHELL.com

**Settlements Contact Information**

Name: Katie Fambrini (Primary Contact)

Rebecca Gallegos

Position: Real Time Trader

Integrated Resource Coordinator

Phone: (858) 320-1500

(909) 370-5175

E-mail: katie.fambrini@shell.com

rgallegos@ci.colton.ca.us

**Invoicing Point of Contact**

Name:

Phone:

E-mail:

**WESTERN'S POINT OF CONTACTS**

Western agrees to designate and provide scheduling Point of Contact (POC) information, identified herein, for scheduling the Contractor's Contract capacity and energy. Modifications to Western's scheduling POC information shall be immediately communicated to the other Party by a revised Attachment No. 2.

**Western's Scheduling POC**

Company Name: Western Area Power Administration

Attn: G0200  
Desert Southwest Region (DSW) Energy Management  
and Marketing Office

Mailing Address: P.O. Box 6457  
Phoenix, AZ 85005-6457

Street Address: 615 South 43rd Avenue  
Phoenix, AZ 85009

Scheduling Desk: (602) 605-2712  
Real Time Marketer Desk: (602) 605-2666  
Scheduling Fax: (602) 605-2831  
Target Excursion Requests: (602) 605-2666

**WALC Dispatch POC**

Name: J4900  
Operations Reliability & Balancing Authority

Real Time Desk Phone: (602) 605-2512

**Western's Settlements POC**

Name: G6300  
Settlements Staff

Phone: (602) 605-2947  
E-Mail: walcpostschedule@wapa.gov

**Invoicing Point of Contact**

**For billing inquiries and address changes refer to the contact information printed on Western's invoice.**

**EXAMPLE MASTER SCHEDULE**

Pending insertion of  
example Master Schedule.

**EXAMPLE TARGET SCHEDULE**

Pending insertion of  
example Target Schedule.

**EXAMPLE ANNUAL ENERGY RECONCILIATION REPORT**

Pending insertion of  
example annual energy  
reconciliation report.

**ESTABLISHING A DYNAMIC SCHEDULE**

The Contractor may request to establish a dynamic schedule, or request to change from a static to a dynamic schedule type as provided in subsection 7.1.7. This option is also available to Tribal Benefit Crediting Partners. The following steps describe the work necessary to establish a dynamic schedule with WALC.

1. The Contractor must send a written request to evaluate establishing a dynamic schedule to Western's Vice President of Power Marketing for DSW.
2. Western will respond with instructions to advance fund the costs to evaluate the project.
3. Once the project has been funded, Western will coordinate with the Contractor and/or its Scheduling Entity and the sink balancing authority to evaluate the labor hours and equipment required to implement a dynamic schedule, including but not limited to:
  - 3.1 Western Power Marketing contract or letter agreement coordination and development
  - 3.2 Communications, network, firewall equipment or software installations, configuration, and testing
  - 3.3 Inter-Control Center Communication Protocol (ICCP) servers, data associations, objects, and testing
  - 3.4 Supervisory Control and Data Acquisition (SCADA) development, programming, testing, and implementation
  - 3.5 SCADA historian modifications
  - 3.6 Energy accounting and reporting modifications
  - 3.7 Capacity allocation and scheduling program modifications
  - 3.8 Procedure updates and training
  - 3.9 Program and test dispatch phone contacts
  - 3.10 e-Tag coordination and testing
  - 3.11 Project coordination
4. Western will send a letter agreement that describes responsibilities for work to be completed, a timeline for completion, and instructions to advance fund costs of the project if the Contractor decides to implement the dynamic schedule.
5. Once funds are received and the project is established, Western will assign a project manager and commence coordination of the project to implement the dynamic schedule.

ATTACHMENT 2

AMENDED AND RESTATED IMPLEMENTATION  
AGREEMENT

BETWEEN

USBR

AND

CITY OF COLTON





**United States  
Department of Energy**

**WESTERN AREA  
POWER ADMINISTRATION**

**Desert Southwest  
Regional Office**

**AMENDED AND RESTATED  
IMPLEMENTATION  
AGREEMENT**

**BETWEEN**

**UNITED STATES  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION  
Desert Southwest Customer Service Region  
Boulder Canyon Project  
AGREEMENT NO. 95-PAO-10616**

**AND**

**UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
AGREEMENT NO. 5-CU-30-P1128**

**AND**

**BOULDER CANYON PROJECT  
ELECTRIC SERVICE CONTRACTORS**

**AMENDED AND RESTATED  
BOULDER CANYON PROJECT  
IMPLEMENTATION AGREEMENT**

**between**

**The United States,**

**acting through**

**The Western Area Power Administration, Department of Energy**

**and**

**The Bureau of Reclamation, Department of the Interior,**

**and the parties identified in**

**Attachment 10.IA – Boulder Canyon Project Electric Service Contractors**

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- Attachment 7.IA Table 7 from Calculations for Repayable Capital Investments (Repayable Advances) from the 1995 Implementation Agreement
- Attachment 8.IA Calculations for Replacements and Repayable Capital Investments from the 2016 Restated Agreement
- Attachment 9.IA Boulder Canyon Project Ten Year Operating Plan
- Attachment 10.IA Boulder Canyon Project Electric Service Contractors

**AMENDED AND RESTATED BOULDER CANYON PROJECT  
IMPLEMENTATION AGREEMENT**

1. **PARTIES:** The Parties to this Amended and Restated Boulder Canyon Project Implementation Agreement (Restated Agreement) are the United States of America, acting by and through the Administrator, Western Area Power Administration (Western) Department of Energy, represented by the officer executing this Restated Agreement or a duly appointed successor, and acting by and through the Commissioner, Bureau of Reclamation (Reclamation) Department of the Interior, represented by the Regional Director, Lower Colorado Region or a duly appointed successor; and the entities specified in Attachment 10.IA, that have a fully executed Boulder Canyon Project (BCP) Electric Service Contract with Western. Such entities may be referred to individually as Party or collectively as Parties.
2. **EXPLANATORY RECITALS:** This Restated Agreement is made with reference to the following facts:
  - 2.1. Pursuant to the Hoover Power Plant Act of 1984, Western entered into a Boulder Canyon Project Electric Service Contract with each Schedule A and Schedule B Contractor for the sale of contingent capacity and associated firm energy from the Hoover Powerplant for the period June 1, 1987 through September 30, 2017, with Reclamation a concurring signatory to each BCP Electric Service Contract insofar as its responsibilities were involved.
  - 2.2. Pursuant to the Hoover Power Allocation Act of 2011, Western is entering into a BCP Electric Service Contract (Contract) with each Contractor for the sale of contingent capacity and associated firm energy from the Hoover Powerplant for the period October 1, 2017 through September 30, 2067, with Reclamation a concurring signatory to each Contract insofar as its responsibilities are involved.

- 2.3. Reclamation and Western recognize each agency has responsibilities to ensure the BCP's plans, programs, budget, operation, maintenance, and replacements are managed in an efficient manner. The power output of the Hoover Powerplant will be delivered to the Contractors at the lowest possible cost consistent with applicable laws, statutes, regulations, and sound business principles.
- 2.4. Reclamation has the responsibility and authority for establishing the overall budget and the revenue requirement for the BCP. Reclamation is also responsible for the operation, maintenance, and replacements (OM&R) of the Hoover Dam Facilities. Western has the responsibility and authority for the OM&R of the Federal transmission system, including the delivery point(s) at Mead Substation. Western is also responsible for the administration of the Contracts and for the sale of contingent capacity and associated firm energy from the Hoover Powerplant.
- 2.5. The Parties have previously established Committees for the exchange of information and viewpoints regarding Contract administration, including the Hoover Dam Facilities' OM&R in accordance with applicable practices, standards, and regulatory requirements, and the Parties agree to extend and modify the Committees as set forth in this Restated Agreement.
- 2.6. In March 2014, the contractors of the BCP Implementation Agreement that was effective as of February 17, 1995 (Agreement) paid the outstanding principal balance for the Visitors Center and Air Slot loans due to the United States Treasury.
- 2.7. The applicable resolutions approved by the Engineering & Operating Committee and documented under the Agreement have been incorporated into the Contract or this Restated Agreement.
- 2.8. The Agreement was developed in conjunction with the BCP Electric Service Contracts in effect from June 1, 1987 through September 30, 2017. The Parties desire to enter into this Restated Agreement pursuant to the Hoover Power

Allocation Act of 2011, the Conformed Criteria, and the Contracts as defined in section 5.14 herein.

3. **AGREEMENT AMENDED AND RESTATED:** Now therefore, in consideration of the above recitals, the mutual covenants, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree this Restated Agreement amends and restates the Agreement dated February 17, 1995, in its entirety.
4. **TERM OF RESTATED AGREEMENT:**
  - 4.1. This Restated Agreement shall become effective on October 1, 2016, and shall remain in effect until replaced by a successor agreement among the Parties, or with respect to an individual Contractor until termination of any BCP electric service agreement with that Contractor. The financial obligations incurred under this Restated Agreement, including but not limited to sections 12, 13, and 20 herein, shall remain enforceable until all such obligations hereunder have been performed in full.
  - 4.2. If a Contractor's Allocation is reallocated in accordance with section 16 of the Contract, the Contractor will no longer be a Party to this Restated Agreement as of the effective date of the reallocation provided in written notice from Western to Reclamation and the Contractors. The Contractor shall have no further payment obligations after the effective date of the reallocation except for outstanding Contract and/or Restated Agreement payment obligations incurred prior to the reallocation. If the Contractor receiving the reallocation is not an existing Contractor, the new Contractor shall execute this Restated Agreement not later than the effective date of the reallocation.
  - 4.3. If a Contractor's Contract is terminated in accordance with section 17 of the Contract, the Contractor will no longer be a Party to this Restated Agreement as of the effective date of the termination provided by written notice from Western to

Reclamation and the Contractors.

5. **DEFINITIONS:** The following terms, when used herein and in the Attachments as attached and future exhibit(s), if any, shall have the meanings specified:
  - 5.1. **Annual Revenue Requirement:** The estimated BCP expenses for the Rate Year less any carryover of funds from prior Fiscal Year(s) and revenues from other sources as provided under subsection 7.4 of the Contract.
  - 5.2. **Area Manager:** The Area Manager, Lower Colorado Dams Office, Reclamation.
  - 5.3. **Base Charge:** The total charge paid by the Contractors for their allocated contingent capacity and firm energy based on the Annual Revenue Requirement, in accordance with section 7 of the Contract. The Base Charge shall be composed of a capacity component and an energy component.
  - 5.4. **Boulder Canyon Project (BCP):** All works and the real property associated with such works authorized by the Boulder Canyon Project Act, as amended, the Hoover Power Plant Act of 1984, as amended, and any future additions authorized by Congress, to be constructed and owned by the United States, but exclusive of the main canal and its related appurtenances authorized by the Boulder Canyon Project Act, known as the All-American Canal.
  - 5.5. **Boulder Canyon Project Act:** The Act of Congress approved December 21, 1928 (45 Stat. 1057, 43 U.S.C. 617), as amended and supplemented.
  - 5.6. **Boulder Canyon Project Adjustment Act:** The Act of Congress approved July 19, 1940 (54 Stat. 774, 43 U.S.C. 618), as amended and supplemented.
  - 5.7. **Boulder Canyon Project Ten Year Operating Plan (BCP Ten Year Operating Plan):** The written product of the annual budget planning process for the on-going operation of the BCP, developed by Reclamation in consultation with Western and the Contractors. A preliminary and final plan will be developed each year. The final plan will include, but is not limited to, information regarding proposed budget

and revenues, staffing projections, hydrology and generation projections, and historic data.

- 5.8. Change in Law: Any of the following events occurring after the execution date of the Contract: (a) a material change in or repeal of any applicable act, statute or regulation or (b) an enactment or making of a new applicable act, statute or regulation.
- 5.9. Colorado River Dam Fund (Dam Fund): The special fund in the United States Treasury established by Section 2(a) of the Boulder Canyon Project Act and available for carrying out the provisions of said Act, the Boulder Canyon Project Adjustment Act, the Hoover Power Plant Act of 1984, the Hoover Dam Miscellaneous Sales Act, and the Hoover Power Allocation Act of 2011.
- 5.10. Committees: The Coordinating Committee, the Engineering & Operating Committee, and the Technical Review Committee.
- 5.11. Conformed Criteria: The Conformed General Consolidated Power Marketing Criteria or Regulations for Boulder City Area Projects, published in Federal Register Notice 49 FR 50582, dated December 28, 1984, as amended by Federal Register Notice 77 FR 35671, dated June 14, 2012.
- 5.12. Contractor(s): The parties specified in Attachment No. 4 of the Contract that have a fully executed Contract with Western for BCP electric service.
- 5.13. Contractor's Allocation: The Contractor's contingent capacity and firm energy provided for under the Contract as set forth in Exhibit A of the Contract and inclusive of excess energy that may be available to the Contractor.
- 5.14. Contract(s): Each and all of the Boulder Canyon Project Electric Service Contracts between each Contractor and Western, with the concurrence of Reclamation, effective from October 1, 2016 through September 30, 2067, with an initial service date of October 1, 2017.

- 5.15. Coordinating Committee: The Coordinating Committee established pursuant to section 8 herein.
- 5.16. Coordinating Committee Chairperson: Reclamation's Representative on the Coordinating Committee authorized to chair the Coordinating Committee.
- 5.17. Engineering and Operating Committee (E&OC): The Engineering and Operating Committee established pursuant to section 8 herein.
- 5.18. E&OC Chairperson: Reclamation's Representative on the E&OC authorized to chair the E&OC.
- 5.19. Energy Deemed Delivered: The amount of energy scheduled, metered, and determined to be delivered to each Contractor, including Motoring Losses ( $M_L$ ) and Unloaded Synchronized Generation Losses ( $S_L$ ) as defined in Exhibit D to the Contract, all determined in accordance with the Metering and Scheduling Instructions (MSI) developed and agreed upon in accordance with subsection 6.12.2 of the Contract. Such energy amount shall exclude energy purchased by Western, at the request of a Contractor, in accordance with subsection 6.9.4 of the Contract.
- 5.20. Federally Recognized Indian Tribe(s): A Native American Indian tribe that is eligible to contract with Western for an allocation of Schedule D contingent capacity and firm energy.
- 5.21. Fiscal Year: The twelve (12) month period so designated by Federal law. Until changed by Federal law, Fiscal Year means the period commencing October 1 of each year, immediately after midnight of September 30, and ending at midnight of September 30 of the following year.
- 5.22. Hoover Dam Facilities: The dam and incidental works constructed by the Secretary of the Interior pursuant to the authority granted in Section 1 of the Boulder Canyon Project Act and the Hoover Power Plant Act of 1984, including all associated facilities, but not limited to the dam, support buildings, power houses, station

service system, central section, intake towers, penstocks, spillways, tunnels, and Visitor Facilities.

- 5.23. Hoover Dam Miscellaneous Sales Act: The Act of Congress approved November 7, 2000 (114 Stat. 1989, 43 U.S.C. 619), as amended and supplemented.
- 5.24. Hoover Power Allocation Act of 2011: The Act of Congress approved December 20, 2011 (125 Stat. 777, 43 U.S.C. 619a) that amends the Hoover Power Plant Act of 1984, for certain statutory schedules governing contracts for delivery commencing October 1, 2017, of hydroelectric power generated at the Hoover Powerplant to the BCP marketing area within Arizona, California, and Nevada.
- 5.25. Hoover Power Plant Act of 1984: The Act of Congress approved August 17, 1984 (98 Stat. 1333, 43 U.S.C. 619) and amended by the Hoover Power Allocation Act of 2011.
- 5.26. Hoover Powerplant: The power houses included in the Hoover Dam Facilities, consisting of the existing seventeen (17) main generating units and their associated equipment used to produce the power and ancillary services related to the Contractors' contingent capacity and firm energy, as may be improved, replaced, renovated, or expanded during the term of the Contract.
- 5.27. Lower Colorado River Multi-Species Conservation Program (MSCP): As defined in Section 9401 of the Omnibus Public Land Management Act of 2009 (Public Law 111-11; 123 Stat. 1327).
- 5.28. Power Repayment Study (PRS): The Power Repayment Study used by Western to calculate the Base Charge and capacity and energy rates for the BCP.
- 5.29. Rate Year: The Fiscal Year for which the Annual Revenue Requirement is forecast for annual rate determination purposes in the PRS.
- 5.30. Readvances: Available funds appropriated by the Secretary of the Treasury to the Dam Fund for replacements related to the BCP pursuant to the Boulder Canyon

Project Act and the Boulder Canyon Project Adjustment Act. These funds are only readvanced to the Dam fund if requested by the Secretary of the Interior.

- 5.31. Regional Director: The Regional Director, Lower Colorado Region, Reclamation.
- 5.32. Repayable Capital Investments: The calculation that shows the difference between the amount funded by the Contractors and the amount that would have been paid by the Contractors if replacements were funded by Readvances and amortized for fifty (50) years. The term Repayable Capital Investments has the same meaning and replaces the defined term Repayable Advances as used in the Contract, and the term repayable advances as used in the Hoover Power Allocation Act of 2011 and the Conformed Criteria.
- 5.33. Replacement Capital Investment: Ninety-six (96) percent of the total amount expensed for multi-year and annual replacements. Multi-year replacements include interest during construction. The Replacement Capital Investment is amortized for fifty (50) years, as if Readvances were appropriated for the replacements. Replacement Capital Investment is used to calculate the Repayable Capital Investment. The Replacement Capital Investment is documented in the Fiscal Year following the year the replacements have been placed in service.
- 5.34. Representative(s): The primary or alternate Committee representative(s) designated by a Contractor pursuant to subsection 7.3 herein.
- 5.35. Restated Agreement: This Amended and Restated Boulder Canyon Project Implementation Agreement No. 95-PAO-10616 (Western) and No. 5-CU-30-P1128 (Reclamation), including all Attachments and future exhibit(s), if any.
- 5.36. Schedule A Contractor: An entity listed in Attachment No. 4 of the Contract that has entered into a Contract with Western in accordance with Section 105 (a) (1) (A) of the Hoover Power Plant Act of 1984, as amended by the Hoover Power Allocation Act of 2011, and the Conformed Criteria.

- 5.37. Schedule B Contractor: An entity listed in Attachment No. 4 of the Contract that has entered into a Contract with Western in accordance with Section 105 (a) (1) (B) of the Hoover Power Plant Act of 1984, as amended by the Hoover Power Allocation Act of 2011, and the Conformed Criteria.
- 5.38. Schedule D Contractor: An entity listed in Attachment No. 4 of the Contract that has entered into a Contract with Western in accordance with Section 2(d) of the Hoover Power Allocation Act of 2011 and the Conformed Criteria.
- 5.39. Technical Review Committee (TRC): A subcommittee of the E&OC established pursuant to section 8 herein.
- 5.40. Transitional Items: Financial obligations of the BCP funded by the Schedule A and Schedule B Contractors prior to October 1, 2017, which have not been expensed as of that date. Transitional Items also include sequestered funds as described in section 16 herein, which are unavailable to spend as of October 1, 2017.
- 5.41. Treasury: The United States Treasury.
- 5.42. Tribal Contractor(s): Any Contractor that is a Federally Recognized Indian Tribe, or an entity, enterprise, or authority of a Federally Recognized Indian Tribe(s) that is formed by such a tribe(s) to lawfully use the Contractor's Allocation.
- 5.43. Visitor Facilities: The facilities at the BCP that contribute to the safety, education, and quality of recreation and tourism opportunities for Hoover Dam visitors. The facilities include, but are not limited to, the historic exhibit building, the multi-story parking structure, tour galleries, visitor center, exhibits, Spillway building, and viewing platform at the Hoover Dam Facilities.
- 5.44. Visitor Related Revenues: Revenues collected by Reclamation from fees established by Reclamation for public use of the Visitor Facilities including, but not limited to, fees for parking, entrance, tours and exhibits, and other visitor related revenues including, but not limited to sales of photographs and memorabilia.

- 5.45. Working Capital: Funds advanced by the Contractors to meet BCP cash flow needs. Such funds will be adjusted, if needed, through the Annual Revenue Requirement in accordance with section 15 and Attachment 3.IA herein.
6. **RELATIONSHIP TO THE CONTRACTS**: The Contracts and this Restated Agreement shall be interpreted and implemented together. In the event of any conflict or inconsistency between the Contracts and this Restated Agreement, the Contracts shall control.
7. **COMMITTEES**:
- 7.1. Reclamation, Western, and the Contractors have formed the Coordinating Committee, the E&OC, and the TRC (Committees) to facilitate the exchange of information in a manner that promotes enhanced collaboration, communication, and transparency in order to seek consensus among the Parties regarding funding and management of the BCP.
- 7.2. The Committees will share information and provide an avenue for Contractor input so that capacity and energy charges for the BCP shall be at the lowest possible cost consistent with applicable laws, statutes, regulations, and sound business principles.
- 7.3. The Parties shall appoint a Representative(s) for the Committees by the effective date of the Restated Agreement. The Representatives are referenced in Attachment 1.IA, and will be reviewed annually by the Parties to this Restated Agreement. The designated Representatives shall be authorized to make decisions and commitments with regard to the issues being considered by the Committees. Changes to a designated Representative shall be communicated to the Chairperson of the appropriate Committee in writing at least fifteen (15) business days prior to the next committee meeting. Any person who is not a Representative will not act as a Representative. A minimum of five (5) business days advance notice to the Chairperson is requested for all guest attendance. Reclamation's Representative for each committee shall be the Chairperson.

- 7.4. Representatives may participate in Committee meetings either in person or remotely, using available electronic methods. A Committee Representative may represent and act for one (1) or more non-participating Contractor(s), provided that the non-participating Contractor(s) provides prior written notice of such representation to the Committee Chairperson at least five (5) business days prior to the meeting in which the Contractor is unable to participate.
- 7.5. The Chairperson shall provide an agenda for all Committee meetings to each Committee Representative at least ten (10) business days prior to the scheduled meeting date. Each meeting notice shall include an agenda and a list of all action items to be addressed, including any proposed resolutions. Meeting locations shall be designated by the Chairperson.
- 7.6. Minutes for the Coordinating Committee and the E&OC shall be prepared by Reclamation and copies thereof shall be transmitted to each Committee Representative within twenty (20) business days, and Reclamation shall allow at least five (5) business days between transmittal of the minutes and the Area Manager making a decision under section 9 herein. Minutes shall be finalized at the following meeting. A report for the TRC shall be prepared by the Contractor Representatives of the TRC and copies thereof shall be transmitted to the E&OC Representatives.
- 7.7. Nothing in this section 7 shall limit the United States or Federally Recognized Indian Tribes and Tribal Contractors which are signatories to this Restated Agreement from conducting government-to-government consultations and communications at any time, as stated in section 27 herein.
8. **ROLES AND RESPONSIBILITIES OF THE COORDINATING COMMITTEE, ENGINEERING & OPERATING COMMITTEE, AND TECHNICAL REVIEW COMMITTEE:**

- 8.1. Coordinating Committee: The Coordinating Committee shall consist of persons from each of the Parties designated to act as Representatives.
- 8.1.1. General Functions: The function of the Coordinating Committee is to resolve issues, disputes, or disagreements arising from the actions of the E&OC, TRC, or any other subcommittee.
- 8.1.2. Formal Decision-Making Process: In the event consensus is not achieved, the Coordinating Committee Representatives may participate in the formal decision-making process as provided in section 9 of this Restated Agreement.
- 8.1.3. Meetings: The Coordinating Committee shall meet at the call of the Coordinating Committee Chairperson or upon the written request of two (2) or more Coordinating Committee Representatives.
- 8.2: Engineering & Operating Committee: The E&OC is a subcommittee of the Coordinating Committee. The E&OC is intended to consist of program managers.
- 8.2.1. General Functions: The function of the E&OC is to share information and communicate the BCP's budget, projects, and OM&R status, provide an avenue for Contractor input, and facilitate implementation of the Contracts and this Restated Agreement.
- 8.2.1.1. The E&OC may establish subcommittees to address specific issue(s) and report back to the E&OC.
- 8.2.1.2. The E&OC shall perform such other functions as directed by the Chairperson or Coordinating Committee.
- 8.2.2. Formal Decision-Making Process: In the event consensus is not achieved, the E&OC Representatives may participate in the formal decision-making process as provided in Section 9 of this Restated Agreement.

8.2.3. Meetings: The E&OC shall meet at least three (3) times a year, unless otherwise agreed to by the E&OC Representatives, with prior notice provided by the E&OC Chairperson to the E&OC Representatives. The E&OC Chairperson may schedule additional E&OC meetings as necessary. If an issue occurs outside of an E&OC meeting, a special meeting may be requested to address the issue.

8.2.3.1. Agenda items for the next E&OC meeting shall be submitted to the Chairperson at least fifteen (15) business days prior to the meeting by any E&OC Representative. Reclamation and Western shall use their best efforts to present supporting documents and studies.

8.2.3.2. The E&OC may consider, discuss, and comment upon all matters presented to it. A Contractor's Representative may present issues, comments, or concerns in writing to the E&OC Chairperson at any time for inclusion on the agenda for the next E&OC meeting. The E&OC Chairperson may also present matters to the E&OC on behalf of Reclamation or Western, including proposed actions or recommendations.

8.2.3.3. The E&OC may appoint subcommittees to consider any matter before the E&OC and to make recommendations to the E&OC.

8.2.4. Outages: Reclamation shall provide the Hoover Dam 17-Month Operating Schedule on a monthly basis to the Representatives of the E&OC.

8.2.5. Resolutions: When clarification or implementing provisions of the Restated Agreement are necessary, the E&OC Representatives or a subcommittee may draft resolutions, and such resolutions shall become effective when approved by the E&OC Representatives.

8.3. Technical Review Committee: The TRC is a subcommittee of the E&OC. The TRC is intended to consist of persons with engineering, operating, or other technical capabilities.

8.3.1. General Functions: The function of the TRC is to review, discuss, and make recommendations regarding the BCP Ten Year Operating Plan.

8.3.2. Meetings: The TRC shall meet annually in September, unless otherwise agreed to by the TRC Representatives with prior notice provided by the E&OC Chairperson to the TRC Representatives. The main purpose of the annual meeting is to present the background for, and answer questions relating to, the preliminary BCP Ten Year Operating Plan.

8.3.2.1. Following the annual TRC meeting, the Contractor Representatives of the TRC shall review and prepare a report of recommendations for the E&OC on the preliminary BCP Ten Year Operating Plan.

8.4. General Provisions Applicable to all Committees:

8.4.1. The recommendations of the Committees shall not limit or impair any Party's rights or obligations as provided by their respective Contracts, or as provided by applicable laws, statutes, or regulations.

8.4.2. Reclamation or Western shall forward issues or concerns raised by Contractors which are outside the scope of this Restated Agreement or the Contracts to the appropriate authorities.

8.4.3. Nothing in this section 8 shall authorize any of the Committees to amend or modify this Restated Agreement or the Contracts.

8.4.4. Nothing in this section 8 is intended to restrict, modify, or waive any provision of section 20 of the Contracts (Disputes).

8.4.5. Nothing in this section 8 shall limit the United States or Federally Recognized Indian Tribes and Tribal Contractors which are signatories to

this Restated Agreement from conducting government-to-government consultations and communications at any time, as stated in section 27 herein.

8.5. Ten-Year Planning Process:

8.5.1. Reclamation and Western, in coordination with the E&OC and the TRC, shall conduct an annual planning process to provide to the Contractors:

- a) information, including but not limited to plans for the on-going operation, safety, and security of the BCP;
- b) information regarding plans for the integrated operation with the Parker-Davis Project and the financial impact of such integration on the Hoover Dam Facilities;
- c) the opportunity to submit input into the OM&R of the Hoover Powerplant prior to the expenditures of significant funds;
- d) assurance that the Hoover Dam Facilities are being operated as efficiently and effectively as possible; and
- e) a mechanism to link the budget, Annual Revenue Requirement, Base Charge, and rate and ten-year planning processes.

8.5.2. The product of the annual planning process will be a preliminary and final BCP Ten Year Operating Plan. The Parties intend that the annual planning process be completed in advance of the budget finalization, Annual Revenue Requirement and Base Charge development, and rate making process so that the E&OC and the TRC will have the ability to constructively comment during the preparation of the BCP Ten Year Operating Plan.

8.5.3. Reclamation and Western shall take into consideration the budget, hydrology, and generation contained in the most current final BCP Ten Year Operating Plan during the development of all budgetary documents, Annual

Revenue Requirement and Base Charges, and rate analysis prepared by Western or Reclamation.

8.5.4. Attachment 9.IA shall serve as the guideline for the BCP Ten Year Operating Plan. The form of the BCP Ten Year Operating Plan may be modified and adjusted by Reclamation and Western in coordination with the E&OC.

8.5.5. Western and Reclamation shall utilize the most current information available in developing the PRS. Each year, in conjunction with the ten-year planning process, Reclamation will determine the total costs to be recovered in the upcoming year and submit those costs to Western for inclusion in the PRS for purposes of calculating the Base Charge. The data developed in accordance with the ten-year planning process shall be used in the PRS, unless prior to the distribution of the PRS to the Contractors more current data is communicated to and reviewed with the Contractors.

8.6. Annual Revenue Requirement Analysis: Each year, Western and Reclamation shall present the analysis of the Annual Revenue Requirement and proposed Base Charges.

8.7. Early Participation: From October 1, 2016, through September 30, 2017, the Schedule D Contractors' participation in Committees is limited to business related to Fiscal Year 2018 and beyond.

9. **FORMAL DECISION-MAKING PROCESS**: The formal decision-making process will be used when consensus is not achieved related to any matter that has been or may be submitted to the E&OC for consideration as provided in subsection 8.2.3.2 herein. Proposed decisions by the Area Manager relating to contingency planning under section 10 herein are subject to the formal decision-making process described in this section 9.

9.1. The formal decision-making process begins with the E&OC. The formal decision-making process will typically be concluded within seventy-five (75) days. The following steps will be used during the formal decision-making process:

9.1.1. E&OC: When the Area Manager proposes to make a decision taking action on a matter that is subject to this section 9, the matter will be included on the agenda of the next E&OC meeting. During the E&OC meeting, Reclamation and Western will solicit discussion and comments concerning proposed action(s) on the matter from those E&OC Representatives who participate in the E&OC meeting either in person or remotely, using available electronic methods. An E&OC Representative may represent and act for one (1) or more non-participating Contractor(s), provided that the non-participating Contractor(s) provides prior written notice of such representation to the E&OC Chairperson at least five (5) business days prior to the meeting in which the Contractor is unable to participate. The E&OC will exercise all reasonable efforts to unanimously agree on actions proposed by Reclamation or Western during an E&OC meeting. If objections are raised at the E&OC meeting, the E&OC Chairperson or any participating E&OC Representative may call for each Representative to state their position on Reclamation's or Western's proposed action(s). Those E&OC Representatives participating in the meeting, or a designated Representative who has been appointed by written notice to the E&OC Chairperson, will state their position(s). The E&OC Chairperson or his/her designee will document the position for each Representative as advisory information to show which E&OC Representatives support or oppose the proposed action(s). Once the position of each participating Representative has been documented, any Representative may verbally request, during the

meeting, a written decision from the Area Manager concerning the proposed action(s). Additionally, any Representative who participated in the E&OC meeting, or Contractor who was represented at the meeting, may request a written decision from the Area Manager by submitting a written request to the Area Manager with a copy to all of the E&OC Representatives. If no request for a written decision is requested, no further action is required. If there are no objections, Reclamation and Western shall be deemed to have the support of the E&OC to pursue the proposed action(s).

9.1.2. Area Manager's Written Decision: If a written decision is requested during or after the E&OC meeting, within ten (10) business days of receipt of the request, the Area Manager, in concurrence with Western as appropriate, will issue a written decision to the E&OC Representatives after considering the position of each E&OC Representative, as documented in the minutes of the applicable meeting, and additional information provided by interested Contractors.

9.1.3. Coordinating Committee: The Representatives of two (2) or more of the Contractors may request that the Area Manager's decision be reviewed by the Coordinating Committee. Such a request shall be made in writing to the Coordinating Committee Chairperson and the Area Manager with a copy to the E&OC and Coordinating Committee Representatives, within five (5) business days of the date of the receipt of the Area Manager's decision. The Coordinating Committee Chairperson shall establish a date for the Coordinating Committee to meet within fifteen (15) business days after the Coordinating Committee Chairperson's receipt of the required notice. A written request to convene the Coordinating Committee shall include an

explanation of the basis for opposing the Area Manager's decision, and offer a proposal for advancing an alternate position.

9.1.3.1. Either or both Reclamation and Western will present the rationale supporting the Area Manager's decision and solicit comment from those Coordinating Committee Representatives, who participate either in person or remotely, using available electronic methods. A Coordinating Committee Representative may represent and act for one (1) or more non-participating Contractor(s) provided that the non-participating Contractor(s) provides written notification of such representation to the Coordinating Committee Chairperson at least five (5) business days prior to the meeting in which the Contractor is unable to participate. The Representatives will have an opportunity to express their support or opposition to the Area Manager's decision or present an alternate position. The Coordinating Committee will consider all positions and exercise reasonable efforts to unanimously agree on actions to be taken. The Coordinating Committee Chairperson or any participating Representative may call for each Representative to state their position on the proposed action(s) sustained by the Area Manager's decision or any alternate position presented by a participating Representative. Those Coordinating Committee Representatives participating in the meeting, or a designated Representative who has been appointed by written notice to the Coordinating Committee Chairperson, will state their position(s). The Coordinating Committee Chairperson or his/her designee will document the position for each Representative as advisory information to show

which Coordinating Committee Representatives support or oppose the original proposed action(s) sustained by the Area Manager's decision or an alternate position(s) presented by Coordinating Committee Representatives. Once the position of each participating Representative has been documented, any Representative may verbally request a written decision from the Reclamation Deputy Regional Director, Lower Colorado Region (Deputy RD). Additionally, any Representative who participated in the Coordinating Committee meeting, or any Contractor who was represented at the meeting, may request a written decision from the Deputy RD by submitting a written request to the Deputy RD with a copy to all of the Coordinating Committee Representatives. If no request for a written decision is requested, no further action is required. If there are no objections, Reclamation and Western shall be deemed to have the support of the Coordinating Committee to pursue the proposed action(s).

- 9.1.4. Deputy RD's Written Decision: If a written decision is requested during or after the Coordinating Committee meeting, within ten (10) business days of receipt of the request the Deputy RD, in concurrence with Western as appropriate, will issue a written decision to the E&OC and Coordinating Committee Representatives after considering the position for each of the E&OC and Coordinating Committee Representatives, as documented in the minutes of the applicable meetings. The Deputy RD shall consider:
- a) the Representatives' written requests for additional review;
  - b) the position of each E&OC and Coordinating Committee Representative as documented in the minutes of the applicable

meetings and additional information provided by interested Contractors;

c) the Area Manager's decision; and

d) applicable laws, statutes, regulations, and sound business principles.

9.1.5. Regional Director's Involvement: Two (2) or more Representatives who participated at the applicable Coordinating Committee meeting or Contractor(s) who were represented at the meeting may submit a written request for the Regional Director to review the decision of the Deputy RD. Such notice requesting the Deputy RD's issued decision be reviewed shall be submitted to the Regional Director, the Deputy RD, and the Coordinating Committee Representatives, within five (5) business days of receipt of the Deputy RD's decision. The Representatives' written request for the Regional Director's review shall include an explanation of the basis for opposing the Deputy RD's decision, and offer a proposal for advancing an alternate position. The Regional Director, in concurrence with Western as appropriate, shall consider:

a) the Representatives' written requests for additional review;

b) the position of each Representative as documented in the minutes of the applicable meetings and additional information provided by interested Contractors;

c) the Area Manager's and Deputy RD's decision; and

d) applicable laws, statutes, regulations, and sound business principles.

9.1.6. Regional Director's Written Decision: The Regional Director will issue a written decision to all the Committee Representatives within twenty (20) business days of the required notice. The decision rendered by the Regional

Director shall only be reviewed, modified or overturned subject to the provisions identified in section 25 (Disputes) of this Restated Agreement.

9.1.7. No Early Action During Formal Decision-Making Process: Although nothing in this formal decision-making process shall prohibit Reclamation from continuing operations of the Hoover Dam Facilities, whenever possible Reclamation or Western will not proceed with an action(s) under review until a final decision to proceed, as proposed, is rendered pursuant to the formal decision-making process detailed in this section 9. Except as provided below, any action(s) subject to the formal decision-making process under this section 9 may not be submitted for dispute under section 25 of this Restated Agreement until the Regional Director has issued a written decision in accordance with subsection 9.1.6 herein. In the event that a decision is not rendered by the Area Manager or Deputy RD within the timeframes established in this section 9, any Contractor may elevate a proposed action for additional review by the next higher decision-making official identified in this section 9. In the event the Regional Director does not issue a decision within the timeframe established in subsection 9.1.6 herein, any Contractor may elect to submit the matter for dispute under section 25 herein.

9.2. Emergency Decisions: The formal decision-making process does not apply to actions that are required in response to emergency conditions which may adversely affect public safety, public health, property, or the operation of the BCP, as determined by the Area Manager.

9.3. Nothing in this section 9 shall limit the United States or Federally Recognized Indian Tribes and Tribal Contractors which are signatories to this Restated

Agreement from conducting government-to-government consultations and communications at any time, as stated in section 27 herein.

10. **CONTINGENCY PLANNING:**

10.1. In an effort to address potential events that may have an adverse effect on the BCP, the Parties agree to engage in contingency planning if any of the following occurs:

10.1.1. Capacity Loss Below 1000 MW: Hoover Dam 17-Month Operating

Schedule reveals one (1) of the following capacity levels will be sustained:

- a) Level 1 - Below 1000 MW for > 45 days;
- b) Level 2 - Below 850 MW for > 30 days;
- c) Level 3 - Below 700 MW for > 1 day.

10.1.2. Force Majeure: The operation of the Hoover Dam Facilities is significantly compromised by an act of God or of a public enemy, a major catastrophe, drought, or any other unforeseen and unavoidable cause, or an “uncontrollable force,” as defined in Provision 34 of the Western Area Power Administration General Power Contract Provisions, which are made part of the Contract and are attached thereto as Exhibit E.

10.2. As a result of the above events, additional meetings may be requested by any E&OC Representative or TRC Representative, as provided in subsection 8.2.3 of this Restated Agreement. The purpose of a meeting called under this subsection shall be for the Parties to meet, confer, and recommend appropriate action by any or all Parties, in connection with the operation of the Hoover Dam Facilities, which may include:

- a) Identifying the full range of cost containment opportunities to mitigate adverse financial impacts to the Contractors due to loss of generation;
- b) Reviewing available hydrology data;

- c) Evaluating the ability of Reclamation to seek alternate statutorily authorized funding sources; and/or
- d) Evaluating other operational or adverse impacts to the BCP.

11. **FUTURE ELECTRIC POWER DEVELOPMENT RELATED TO HOOVER DAM FACILITIES:**

11.1. **New Hydropower:** Pursuant to the Boulder Canyon Project Act, Reclamation reserves the right to pursue all proposed hydropower developments at the Hoover Dam Facilities, unless such proposed hydropower developments would adversely impact the BCP. Reclamation and Western will meet and confer with any or all Contractor(s) to discuss the proposed hydropower development. Reclamation and Western will consider hydropower development proposals that involve the financial participation by all or some of the Contractors, provided that participation by fewer than all of the Contractors does not adversely impact the non-participating Contractors and provided that the proposal can be implemented as determined by Reclamation and Western. The parameters of any proposed hydropower development will be determined by written agreement, and considered part of the Hoover Dam Facilities.

11.2. **New Non-Hydropower:** Proposals for non-hydropower development at the Hoover Dam Facilities and appurtenant lands will be governed by applicable laws at the time such development proposals are made. Reclamation and Western will meet and confer with the Contractors to discuss any proposed non-hydropower development. Reclamation must determine that the non-hydropower development proposal is compatible with and does not adversely impact BCP purposes before it can proceed.

12. **BILLING AND PAYMENT:** Western shall bill and collect for all amounts in accordance with the Contracts, except for the amounts billed by Reclamation. Reclamation shall bill

and collect, in accordance with this Restated Agreement, for MSCP payments, Transitional Items, and Repayable Capital Investments, as provided in sections 13, 16, and 20 herein. Failure by a Contractor to submit payment on a timely basis will result in accrual of charges for interest, penalties, and administrative costs as provided by applicable law.

13. **LOWER COLORADO RIVER MULTI-SPECIES CONSERVATION PROGRAM:**

Reclamation will issue bills for collection on a quarterly schedule to the Schedule D Contractors in California and the Tribal Contractors in Arizona and Nevada, for their proportionate shares of the MSCP funding schedule based on the MSCP cost share of the non-federal MSCP funding specified in Attachment 2.IA attached hereto. The bills will be sent out approximately thirty (30) days before the start of a Fiscal Year quarter, and are due on or before the first business day of the Fiscal Year quarter. The billing will begin in Fiscal Year 2018 with the first bill issued on September 1, 2017, due on October 1, 2017. After timely payment of the amount due, the Schedule D Contractor's MSCP payment obligation under section 11 of the Contract will be satisfied.

The amounts billed to Schedule D Contractors in California and the Tribal Contractors in Arizona and Nevada in accordance with this section shall be credited quarterly toward the respective MSCP cost share funding obligations of the California Permittees, Arizona Permittees, and Nevada Permittees as specified in section 8 of the Lower Colorado River Multi-Species Conservation Program Funding and Management Agreement dated April 4, 2005. Payment of amounts billed to Schedule D Contractors in California and the Tribal Contractors in Arizona and Nevada in accordance with this section shall not be deemed an obligation of any other Contractors or Permittees, either jointly or individually.

14. **TREASURY PAYMENTS:** The Annual Revenue Requirement includes principal and interest currently due to the Treasury. When sufficient funds are available to meet the requirements of the BCP in accordance with the Contracts, Reclamation will pay principal on a monthly basis, or in the early part of the Fiscal Year as a lump sum, rather than at the

end of the year; provided, however, the annual principal payments over the term of the Contracts shall not exceed the cumulative principal payments that would be made under a level amortization schedule. Reclamation shall report the timing and amount of principal payments paid in the prior Fiscal Year at the first E&OC meeting of each Fiscal Year.

15. **WORKING CAPITAL:**

15.1. The Working Capital advanced by the Contractors shall be used only to: bridge the time delay between the date of billing by Western for the Base Charge and the date of receipt by Reclamation of the resulting revenues; and assure that sufficient funds are available during each Fiscal Year to avoid deferral for work necessary to maintain the safe operation of the BCP and to meet required obligations. The Working Capital is available only to cover expenditures for those BCP uses included in the authorized budget of Reclamation or Western.

15.2. Working Capital calculations shall be based on the formula included in Attachment 3.IA. Reclamation will prepare a Projected Dam Fund Balance, as described in Attachment 3.IA, by February 1 of each year.

15.3. Initial Working Capital: The initial Working Capital required shall be calculated based on the lowest balance of the Projected Dam Fund balance and shall be included in the Annual Revenue Requirement.

15.3.1. Working Capital and unapplied carryover amounts due to Schedule A and Schedule B Contractors from the contract ending September 30, 2017, will be refunded or credited against monthly energy and capacity bills as available in Fiscal Year 2018.

15.4. Annual Working Capital: The first Working Capital adjustment will occur in Fiscal Year 2018 to be available in Fiscal Year 2019 and thereafter the Working Capital may need to be adjusted based on the Projected Dam Fund Balance. Reclamation

and Western will work with the E&OC to determine the adjustment amount and timing. Adjustments will be included in the Annual Revenue Requirement.

15.5. FY 2068: The Working Capital balance shall be returned to the Contractors in Fiscal Year 2068 according to their proportionate shares. The proportionate shares will be calculated by dividing the Working Capital balance amount by two (2) and allocating to each Contractor based on each Contractor's percentage of contingent capacity and firm energy.

16. **TRANSITION OF FINANCIAL OBLIGATIONS**: Reclamation will bill Schedule D Contractors in California and the Tribal Contractors in Arizona and Nevada for their proportionate share of the financial obligations of the BCP funded by the Schedule A and Schedule B Contractors prior to October 1, 2017, for which benefits have not been received as of that date. Reclamation will bill the Arizona Power Authority (APA) and the Colorado River Commission of Nevada (CRC) for the proportionate shares of Transitional Items for the Schedule D non-tribal entities in Arizona and Nevada, which have contracted for BCP electric service with APA or CRC. The proportionate share to be billed shall be calculated by dividing the required total Transitional Item amount by two (2) and allocating to each Schedule D Contractor. Half of the Transitional Items billed will be allocated based on each Schedule D Contractor's percentage of contingent capacity, and the other half will be allocated based on the Schedule D Contractor's percentage of firm energy. The amounts billed under this section 16 will be returned prior to October 1, 2018, to the Schedule A and Schedule B Contractors in proportion to their shares of the BCP under the prior contract. Financial obligations include the following items:

- a) Undelivered orders as of September 30, 2017. Undelivered orders are obligated funds for undelivered work;

- b) Sequestered funds as of September 30, 2017. Sequestered funds are an unobligated cash balance set aside from the available funding based on Executive Order 13589 in response to the Budget Control Act of 2011;
- c) Multi-year project funding as of September 30, 2017. Multi-year project funding is unobligated funds collected in prior years for work not completed in the Fiscal Year budgeted, but needed in the following Fiscal Year to continue work.

16.1. FY 2068: Collection and reimbursement of transitional items, at the end of the Contract term, September 30, 2067, shall follow the procedure outlined in this section 16, substituting appropriate dates, and entities as necessary, subject to applicable laws, regulations, and policies.

17. **MULTI-PROJECT BENEFITS AND COSTS**: Western develops procedures for multi-project benefits and costs, which specify: the procedures to determine multi-project benefits and costs; calculation of the benefits and costs of integrated operation of the BCP with other federal projects; and allocation of such benefits and costs among other projects. Any reports, data, or analysis pertaining to BCP-related multi-projects benefits and costs provided to the contractors of other federal projects shall be made available to the E&OC Representatives for review prior to inclusion of the multi-project benefits and costs in any PRS. The Multi-Project Written Procedures are included as Attachment 4.IA.

18. **AUDITS**: The Parties desire to establish procedures for audits of the financial records for the BCP. Western and Reclamation shall make available any and all audit reports that are completed pursuant to this section 18. It is the intent of the Parties that audits provided for in this Restated Agreement must follow the procedures outlined in this section 18.

18.1. Conduct of Audits:

18.1.1. All recommendations from audits conducted pursuant to this Restated Agreement shall be evaluated and reviewed by the E&OC, and those recommendations with which the E&OC Representatives unanimously

agree shall be implemented by Western or Reclamation, as applicable. If a recommendation will not be fully implemented, Reclamation and Western agree to provide a written explanation to the E&OC for discussion, and such explanation shall specify the reasons for non-implementation. Any E&OC Representative may request a meeting, under the formal decision-making process pursuant to section 9 herein, to discuss any audit recommendation which Reclamation or Western does not plan to implement.

18.1.2. All audits shall be conducted in accordance with the generally accepted auditing standards and other established standards or guidelines.

18.1.3. Audit reports produced as a result of audits of the BCP shall be made available to and reviewed with Reclamation and Western before finalization. Reclamation and Western shall receive copies of the final audit report.

18.2. Periodic Audit:

18.2.1. The Contractors agree to have a periodic audit of the BCP performed by an independent auditor beginning Fiscal Year 2019 and every third year thereafter. This schedule may be modified by the E&OC. Audits scheduled for a period longer than three (3) years may not include all supporting documentation, as some records are retained for only three (3) years in accordance with federal document retention policies. The Parties shall mutually agree upon the specific date that periodic audits will commence.

18.2.2. The costs incurred to complete periodic audits and the administrative costs associated therewith shall be deemed an operation and maintenance expense for the BCP and shall be included in the BCP Ten Year Operating

Plan and the Annual Revenue Requirement. Each Contractor shall pay its proportionate share of the cost through the Annual Revenue Requirement.

18.2.3. The scope of the periodic audit is to review Reclamation's and Western's records to ensure the records are maintained in accordance with the Restated Agreement and the Contracts. The scope of the periodic audit may include cash balances, undelivered orders, carryover, repayable schedules, debt service, and allocated costs. The information for the periodic audit shall be limited to that available pursuant to section 28 of the Contracts.

18.2.4. Reclamation's Acquisitions and Assistance Management Division, Operations Branch in Denver, Colorado, or another Reclamation regional office, will solicit and award the contract for the periodic audit. The Reclamation contracting officer assigned with soliciting and awarding the contract for the periodic audit will appoint a Contracting Officer's Representative (COR) with the necessary audit expertise to function independently of Reclamation's Lower Colorado Region. The COR advises the Reclamation contracting officer with regard to all technical aspects of the contract requirements, including any technical issues that may arise during contract administration.

18.2.5. The Contractors may designate a small committee of representatives to participate in the contracting process in an advisory capacity. Such committee will review and comment on the written audit scope of work, the evaluation criteria, the independent cost estimate, and the proposals received from vendors. To ensure the final actual costs for the audit services are fair and reasonable, the Reclamation contracting officer will seek competing proposals for the contract for audit services from

participating qualified vendors. The Reclamation contracting officer will make the final determination for the contract selection.

18.2.6. Reclamation and Western will provide documents to the independent auditor in accordance with all applicable laws, regulations, and federal document retention policies.

18.3. Annual Chief Financial Officers Audits: Western and Reclamation are subject to an annual audit pursuant to the Chief Financial Officers Act of 1990 (Public Law 101-576). The audit is conducted according to generally accepted accounting principles and audit standards, reviews Reclamation's and Western's records to ensure they are maintained in compliance with applicable standards, laws, regulations, and procedures, and verifies that appropriate internal fiscal controls and procedures are in place. Such audits are authorized pursuant to section 28 of the Contract. Reclamation's audit is a subset of the Department of the Interior audit.

18.4. Other Audits:

18.4.1. Other audits may be performed by the Contractors. If any Contractor(s) request(s) an audit, then all Contractors shall be provided the opportunity to participate in the audit. All audits shall be performed at the sole expense of the Contractors participating therein. The auditor(s) shall have access for any purpose at all reasonable times to applicable portions of all books and records of Reclamation and Western relating to transactions associated with the Contract. Prior to commencement of the audit, the participating Contractors shall have agreed to the details of conducting the audit. Such details may include, but shall not be limited to:

- a) the scope and work plan;
- b) whether the audit is to be conducted by an independent auditor or an audit team of the Contractors;

- c) the identity of the independent auditors and the estimated costs thereof, or the identity of the audit team and the basis for the audit team's estimated charges;
- d) how the costs and expenses of the audit shall be allocated among, and paid by, the Contractors participating in the audit; and
- e) distribution of the audit report.

18.4.2. The Contractors shall provide Reclamation and Western at least thirty (30) days advance written notice of intent to conduct an other audit, the audit scope, and the proposed work plan. Reclamation, Western, and the Contractors shall mutually agree upon the date on which the other audit will commence, which shall be within ninety (90) days of such notice.

19. **VISITOR FACILITIES:**

- 19.1. Reclamation will perform OM&R activities to the Visitor Facilities as necessary in accordance with applicable safety, security, regulatory requirements, or other Reclamation standards.
- 19.2. The cost of OM&R of the Visitor Facilities and related services shall be included in the BCP Ten Year Operating Plan and in the Annual Revenue Requirement.
- 19.3. Reclamation shall use its best efforts to establish, maintain, and maximize Visitor Related Revenues. The total amount of Visitor Related Revenues collected annually shall be deposited in the Colorado River Dam Fund. The revenue estimated to be available from Visitor Related Revenues shall be credited against the expenses estimated for the Annual Revenue Requirement.
- 19.4. Reclamation shall provide the E&OC an estimate of Visitor Related Revenues to be used in the PRS.
- 19.5. Reclamation shall at least annually review the Visitor Related Revenues at an E&OC and/or TRC meeting, including the existing fees, scheduled adjustments in

fees, actual and projected visitation, and total revenues from Visitor Related Revenues.

20. **REPLACEMENT AND REPAYABLE CAPITAL INVESTMENTS**: Replacements are expensed in full and documented as Replacement Capital Investments in the Fiscal Year following the year the replacements were placed in service. The purpose of this section is to identify costs and benefits of capital investments in future years. The Repayable Capital Investment is calculated as if the BCP utilized Readvances for replacements, amortized over a fifty (50) year period. The Increased Allocation Contractors, as defined in subsection 20.5.1 herein, will pay their proportionate share of the difference between the amount the contractors paid and the amount that would have been paid by the contractors if the replacements were funded by Readvances amortized over fifty (50) years, as of October 1, 2017 or October 1, 2067.

20.1. **Repayable Advances**: The term Repayable Capital Investments has the same meaning and replaces the defined term Repayable Advances as used in the Contract, and the term repayable advances as used in the Hoover Power Allocation Act of 2011 and the Conformed Criteria.

20.2. **Readvances**: Reclamation may request readvances from the Treasury for each Fiscal Year to cover all or some portion of the total cost of replacements required for the BCP pursuant to Section 5 of the Boulder Canyon Project Adjustment Act. It is recognized that budget priorities or constraints may prevent Reclamation from requesting or obtaining such readvances. Those replacements funded with readvances shall be amortized and repaid pursuant to the Boulder Canyon Project Adjustment Act.

20.3. **Replacements**:

20.3.1. Replacements are defined as one (1) or more item of equipment, facility, structure, or system that is classified as a "replacement" in the most recent

final BCP Ten Year Operating Plan; or fits into one (1) or more of the following categories unless classified as an item of maintenance in the annual revision of the final BCP Ten Year Operating Plan.

- a) "Unit of Property/Plant Item Service Life" as described in Table 6 of the Department of Energy, the Department of the Interior, and the Department of Army, Blue Covered Manual entitled "REPLACEMENTS, UNITS, SERVICE LIVES, FACTORS", (hereafter called the "Bluebook");
- b) "Summary of Units of Property and Service Lives" described in the Bluebook related table; and
- c) Any item covered by revisions to the documents described in a) and b) in this subsection.

20.3.2. In any Fiscal Year during the term of the contract in which the amounts required for replacements for the BCP are not funded by readvances from the Treasury, the amounts not funded by readvances shall be provided by revenues of the BCP pursuant to Section 1 of the Boulder Canyon Project Adjustment Act. Ninety-six (96) percent of the sum of the multi-year and annual replacement amounts, together with interest during construction on those expenditures which are for replacement items not placed in service in the year such expenditures are made, shall be Replacement Capital Investments. The remaining four (4) percent of replacement expenditures shall not be included in the Replacement Capital Investments calculation because of the 50-year life cycle and/or repayment period.

20.3.3. Reclamation agrees that moderating the Annual Revenue Requirement and the rate impacts of year-to-year changes in OM&R costs is a relevant criterion for scheduling OM&R in accordance with the BCP Ten Year

Operating Plan, and agrees to manage such expenditures over the Contract term with the objective of avoiding excessive or precipitous annual increases in OM&R expenses. Such commitment notwithstanding, Reclamation shall schedule OM&R as necessary for the safe and reliable operation of the BCP.

20.4. Repayable Capital Investments: Reclamation shall, in consultation with Western and the Contractors, annually calculate the Repayable Capital Investments, in accordance with the tables in Attachment 8.IA and the procedures in a) through d) of this subsection. Such calculations shall be completed by the end of the second month following the end of each Fiscal Year. The calculations shall:

- a) identify the replacements as multi-year or annual as shown in Tables 1 through 3 of Attachment 8.IA;
- b) identify the annual Replacement Capital Investments, which are amortized for fifty (50) years as shown in Tables 4 and 5 of Attachment 8.IA;
- c) identify the capital (principal) which the Treasury would have recovered annually and cumulatively each Fiscal Year from October 1, 2017, if replacements funded through the Annual Revenue Requirement had been funded by Readvances pursuant to Section 5 of the Boulder Canyon Project Adjustment Act and amortized on a levelized basis, as shown in Table 6 of Attachment 8.IA. For the calculation, the amortization repayment period shall be fifty (50) years, beginning with the first (1<sup>st</sup>) day of the Fiscal Year following the Fiscal Year in which the investment is placed in service. Interest rates incorporated in the calculation shall be determined in accordance with repayable interest rates as provided by Reclamation's Directives and Standards; and

- d) identify the annual and cumulative difference between items b) and c) of this subsection as shown in Table 7 of Attachment 8.IA. The amount by which b) exceeds c) in this subsection shall constitute the amount of Repayable Capital Investments.

20.5. Recovery of Repayable Capital Investments: The calculation of payment obligations and the reimbursements due related to Repayable Capital Investments shall be in accordance with this subsection.

20.5.1. The value of "P" shall be calculated pursuant to subsection 20.5.2 herein for each Increased Allocation Contractor with a payment obligation (such "Increased Allocation Contractor" is a Contractor which receives an increase in the percentage of total BCP contingent capacity and/or firm energy after September 30, 2017, based on the percentage referenced in Attachment 5.IA and Attachment 6.IA). The value of "R" shall be calculated pursuant to subsection 20.5.3 herein for each Contractor with a reimbursement due. The cumulative value of P less the cumulative value of R calculated for all Contractors shall be equal to zero (0).

20.5.2. Responsibility for payment of Repayable Capital Investments shall be calculated for each Increased Allocation Contractor in accordance with the following formula:

$$P = 0.5 \times RCI \times (C2 - C1) + 0.5 \times RCI \times (E2 - E1) \text{ where:}$$

P = The portion of the Repayable Capital Investments to be paid by each Increased Allocation Contractor as defined in 20.5.1 herein.

RCI = The total amount of Repayable Capital Investments as of September 30, 2017, as illustrated in Table 7, Column 5 for Fiscal Year 2017, of Attachment 7.IA.

C1 = The Contractor's contingent capacity decimal percentage from Appendix G of the 1995 Agreement as referenced in Attachment 6.IA.

C2 = The Contractor's contingent capacity decimal percentage from Attachment 5.IA.

E1 = The Contractor's firm energy decimal percentage from Appendix G of the 1995 Agreement as referenced in Attachment 6.IA.

E2 = The Contractor's firm energy decimal percentage from Attachment 5.IA.

20.5.3. Entitlement to reimbursement for Repayable Capital Investments shall be allocated to each Decreased Allocation Contractor (such "Decreased Allocation Contractor" is a Contractor which either receives no allocation of BCP contingent capacity and/or firm energy after September 30, 2017, or receives a decrease in the percentage of total BCP contingent capacity and/or firm energy after September 30, 2017, based on the percentage referenced in Attachment 5.IA and Attachment 6.IA herein) in accordance with the following formula:

$$R = 0.5 \times RCI \times (C1 - C2) + 0.5 \times RCI \times (E1 - E2) \text{ where:}$$

R = The portion of the Repayable Capital Investments to be reimbursed to each Decreased Allocation Contractor.

The definitions for RCI through E2 are the same as above, relating to the formula for P, in subsection 20.5.2 herein.

20.5.4. Reclamation will issue bills for collection to the Schedule D Contractors in California and the Tribal Contractors in Arizona and Nevada for their proportionate shares of the Repayable Capital Investments, per subsection

20.5.2 herein. Reclamation will bill APA and CRC for the proportionate shares of the Repayable Capital Investments, per subsection 20.5.2 herein, for the Schedule D non-tribal entities in Arizona and Nevada which have contracted for BCP electric service with APA or CRC. Amounts collected will be refunded to the “Decreased Allocation Contractors”.

20.5.5. This process shall be conducted upon any new electric service contract or change in allocations of contingent capacity and/or firm energy in the future.

20.5.6. Repayable Capital Investments shall be reimbursed with interest to eligible Contractors, pursuant to subsection 20.5.3 herein, from the revenues collected by Western pursuant to subsection 20.5.2 herein.

Reimbursements shall be made in no more than five (5) annual installments commencing on September 30, 2018, and each year thereafter, with interest calculated from October 1, 2017. Such interest shall be compounded at the prime rate, as published in the Wall Street Journal, or such successor rate or publication which substitutes for the prime rate, on the last business day of Fiscal Year 2017 less one (1) percent.

20.5.7. Reimbursement to “Decreased Allocation Contractors” will be paid by October 31 of each year for five (5) years, with the first payment beginning October 31, 2018. Payment will represent Repayable Capital Investments plus interest collected from the “Increased Allocation Contractors” for that particular year.

20.6. FY 2068: Collection and reimbursement of Repayable Capital Investments at the end of the Contract term, September 30, 2067, shall follow the procedure outlined in subsection 20.5 herein, substituting appropriate dates, Attachments, and entities as necessary, subject to applicable laws, regulations, and policies.

20.7. Equal Treatment: If the United States shall implement funding of replacements on terms which are more favorable to a Contractor than the terms contained in this Restated Agreement, the United States shall promptly make such terms available to all Contractors.

21. **REIMBURSEMENT OF WORKING CAPITAL, REPAYABLE CAPITAL INVESTMENTS, AND RECONCILING ITEMS FOR REALLOCATION OF A CONTRACTOR'S ALLOCATION:**

21.1. In the event that Western reallocates a Contractor's Allocation under section 16 of the Contract, each party contracting with Western for all or part of such reallocation shall, within ninety (90) days after the reallocation becomes effective, reimburse the relinquishing Contractor for the relinquishing Contractor's proportionate shares of Working Capital, Repayable Capital Investments, and reconciling items, including but not limited to undelivered orders, sequestered amounts, and multi-year project funding, as of the last full month prior to the reallocation. The reimbursement will be in an amount proportionate to the portion of the reallocated Contractor's Allocation taken by such party, unless reimbursement for these items is waived by written notice to Western from the Contractor requesting the reallocation of their Contractor's Allocation. The total amounts of the relinquishing Contractor's proportionate shares of Working Capital, Repayable Capital Investments, and reconciling items shall be determined by Reclamation as of the last day of the calendar month immediately preceding the effective date of the reallocation under section 16 of the Contract. Reclamation shall determine the relinquishing Contractor's proportionate share of Working Capital in accordance with section 15 herein. Reclamation shall determine the relinquishing Contractor's proportionate share of reconciling items in accordance with current Reclamation and/or Department of the Interior standards. Reclamation shall determine the relinquishing

Contractor's proportionate share of Repayable Capital Investments in accordance with section 20 herein.

- 21.2. In the event a Contractor's Allocation is terminated by Western under section 17 of the Contract, the terminated Contractor shall not be entitled to reimbursement for Working Capital, Repayable Capital Investments, and reconciling items. The terminated Contractor's proportionate shares of Working Capital, Repayable Capital Investments, and reconciling items shall be reallocated in the same manner as Western reallocates the terminated Contractor's Allocation under section 17 of the Contract.
- 21.3. Upon request by a Contractor, Reclamation shall identify the amount of the Contractor's estimated share of their current contributions for Working Capital, Repayable Capital Investments, and reconciling items, as of the last full month prior to the request.
22. **APPLICABLE LAWS**: Any reference in the Contract or this Restated Agreement, to any Federal act, statute, or regulation, shall be deemed to be a reference to such act, statute, or regulation and all amendments and supplements thereto in existence on the date of execution of the Contract or this Restated Agreement, unless specifically noted otherwise; provided, that nothing in the Contract or this Restated Agreement is intended to limit the sovereign authority of Congress. The charges for electric service under the Contract are currently established to recover the costs and financial obligations associated with the BCP as specified by law. In the event that a Change in Law materially impairs any right, benefit, or interest of a Contractor under the Contract or this Restated Agreement, or imposes any material increase in cost, or reduction in allocation of capacity or energy, or otherwise materially changes an obligation on a Contractor under the Contract or this Restated Agreement, the Parties shall promptly meet and discuss in good faith regarding possible changes to the Contract, or this Restated Agreement, to mitigate the impact of the

Change in Law. The rights and remedies under this section and section 24 of the Contract are cumulative and in addition to, not exclusive of or in substitution for, any other rights and remedies available under law or equity.

23. **RESTATED AGREEMENT**: Except as provided in section 31 herein, it is mutually understood and agreed that this Restated Agreement represents the complete agreement of the Parties, and that no amendment, alteration or variation of the terms, conditions, covenants, and obligations of this Restated Agreement, shall be valid and binding unless made in writing and signed by the Parties hereto.
24. **NOTICE**: Any notice, demand, or request specifically required or permitted under this Restated Agreement to be in writing shall be deemed properly served, given, or made when delivered in person or sent by postage prepaid registered or certified mail, commercial delivery service, facsimile, electronic, prepaid telegram, or by other means with prior agreement of the Parties, to each Party's authorized representative at the principal offices of the Party. The designation of the person to be notified may be changed at any time by similar notice. Where facsimile or electronic means are utilized for any communication covered herein, the sending Party shall keep a contemporaneous record of such communications, as objective proof of delivery.
25. **DISPUTES**: Any unresolved issues or any disputes arising out of this Restated Agreement shall be subject to section 20 of the Contract. Aside from the Tribal Contractor's limited waiver to submit to dispute resolution related to the Contracts or this Restated Agreement as described in subsections 20.3 and 20.4 of the Contract, nothing in this Restated Agreement, or in any current or future schedules, attachments, exhibits, amendments, or addenda, is intended to be or shall be construed as a waiver of any Tribal Contractor's sovereign immunity.
26. **RELATIONSHIP OF PARTIES**: The covenants, obligations, and liabilities of the Parties are intended to be separate and not joint or collective, and nothing herein contained

shall be construed to create an association, joint venture, trust, or partnership of the Parties. Each Party shall be individually responsible for its own covenants, obligations, and liabilities as herein provided. No Party shall be the agent of or have a right or power to bind any other Party or to waive any other Party's rights without such other Party's express written consent. Default in the performance of any obligation under this Restated Agreement, or lack of capacity to enter into this Restated Agreement, on the part of any Contractor shall not affect the performance of this Restated Agreement and the enforceability thereof between the United States and each of the other Contractors.

27. **FEDERAL/TRIBAL CONTRACTOR CONSULTATIONS AND COMMUNICATIONS:** Nothing in this Restated Agreement, including but not limited to sections 7, 8, and 9 herein, shall limit the United States or Federally Recognized Indian Tribes and Tribal Contractors which are signatories to this Restated Agreement from conducting government-to-government consultations and communications at any time.
28. **MODIFICATION AND WAIVER:** Any modification, extension, or waiver of any provision or requirement of the Contract or this Restated Agreement granted for the benefit of Contractor in connection with electric service from the BCP shall not be denied to any other Contractor, provided that any Federal obligations due to the unique constitutional and political status of Federally Recognized Indian Tribes shall remain exclusive to Tribal Contractors. Any waiver at any time by any Party hereto of its rights with respect to a default or any other matter arising under or in connection with this Restated Agreement shall not be deemed to be a waiver with respect to any subsequent default or matter.
29. **EFFECT OF SECTION HEADINGS:** Other than definitions, section headings appearing in this Restated Agreement are inserted for convenience only, and shall not be considered as interpretation of text.
30. **RESOLUTIONS:** Resolutions adopted in accordance with subsection 8.2.5 herein will be attached and made part of this Restated Agreement.

31. **EXHIBITS AND ATTACHMENTS**: Any future exhibit(s), as well as Attachments 1.IA through 10.IA, are incorporated by reference herein and shall be considered a part of this Restated Agreement. Any future exhibit(s) may be added or updated, from time to time by written consent of the Parties, which consent shall not be unreasonably withheld. Any future exhibit(s) shall be in force and effect until superseded by a subsequent exhibit executed by the Parties. Changes, additions, or modifications to the Attachments may be made by Reclamation and Western as appropriate; provided, that Reclamation and Western shall provide to the Contractors written notice of, and an opportunity to comment on, any proposed changes, or addition of an Attachment, at least thirty (30) days prior to the effective date of such revised Attachment and at least ninety (90) days for an additional Attachment. Attachments shall be in force and effect until superseded by a subsequent Attachment. This section does not permit and shall not be interpreted to allow Reclamation or Western to distribute or issue any Attachment on a subject matter not addressed in an initial Attachment without the prior written consent of the Contractors.
32. **SUCCESSOR OR ASSIGNEE**: Any successor or assignee of the rights of any Party, whether by voluntary transfer, judicial or foreclosure sale or otherwise, shall be subject to all the provisions and conditions of the Contract and this Restated Agreement to the same extent as though such successor or assignee were the original Party under the Contract and this Restated Agreement, and the execution of a mortgage or trust deed, or judicial or foreclosure sale made thereunder, shall not be deemed voluntary transfer within the meaning of this section. No assignment or transfer of any rights under the Contract and this Restated Agreement shall be effective unless and until the assignee or transferee agrees in writing to assume all of the obligations of the assignor or transferor and to be bound by all of the provisions and conditions of the Contract and this Restated Agreement.
33. **EXECUTION BY COUNTERPART**: This Restated Agreement may be executed in any number of counterparts and, upon execution and delivery by each Party, the executed and

delivered counterparts together shall have the same force and effect as an original instrument as if all Parties had signed the same instrument. Any signature page of this Restated Agreement may be detached without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Restated Agreement identical in form hereto, by having attached to it one (1) or more signature pages.

34. **AUTHORITY TO EXECUTE**: Each individual signing this Restated Agreement certifies that the Party represented has duly authorized such individual to execute this Restated Agreement that binds and obligates the Party.

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The Parties agree this Restated Agreement to the Contract has been executed by duly authorized representatives of the Contractors, Western, and Reclamation and is to be effective in accordance with section 4, herein.

THE UNITED STATES OF AMERICA  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION

Date \_\_\_\_\_

By \_\_\_\_\_  
Jack D. Murray

Title \_\_\_\_\_  
Vice President of Power Marketing

Address \_\_\_\_\_  
for Desert Southwest Region  
\_\_\_\_\_  
P.O. Box 6457  
\_\_\_\_\_  
Phoenix, AZ 85005-6457

THE UNITED STATES OF AMERICA  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

Date \_\_\_\_\_

By \_\_\_\_\_  
Terrance J. Fulp, Ph.D.

Title \_\_\_\_\_  
Regional Director

Address \_\_\_\_\_  
Bureau of Reclamation  
\_\_\_\_\_  
Lower Colorado Region  
\_\_\_\_\_  
P.O. Box 61470  
\_\_\_\_\_  
Boulder City, NV 89006-1470

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City of Colton agrees this Restated Agreement to Contract No. 16-DSR-12643 has been executed by a duly authorized representative of the Contractor and is to be effective in accordance with section 4, herein.

(SEAL)

CITY OF COLTON, CALIFORNIA

ATTEST

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Address City of Colton

\_\_\_\_\_

\_\_\_\_\_

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Attachment 1.IA to  
Amended and Restated Boulder Canyon Project  
Implementation Agreement (Restated Agreement)  
Agreement No. 95-PAO-10616 (Western)  
Agreement No. 5-CU-30-P1128 (Reclamation)

**ATTACHMENT 1.IA**

**COMMITTEE REPRESENTATIVES**

## COORDINATING COMMITTEE REPRESENTATIVES

### PRIMARY

#### AGUA CALIENTE BAND OF CAHUILLA INDIANS

**Mr. Manuel Ruiz**

Project Manager

Agua Caliente Band of Cahuilla Indians

5401 Dinah Shore Dr.

Palm Springs, CA 92264

#### ANZA ELECTRIC COOPERATIVE, INC.

#### ARIZONA POWER AUTHORITY

Arizona Power Authority

1810 W. Adams Street

Phoenix, AZ 85007-2697

#### AUGUSTINE BAND OF CAHUILLA INDIANS

#### BISHOP PAIUTE TRIBE

#### CABAZON BAND OF MISSION INDIANS

#### CALIFORNIA DEPT. OF WATER RESOURCES

### ALTERNATES

**Mr. Todd Hooks**

Director of Economic Development

Agua Caliente Band of Cahuilla Indians

5401 Dinah Shore Dr.

Palm Springs, CA 92264

**Ms. Linda Sullivan**

Senior Rate Analyst

Arizona Power Authority

1810 W. Adams Street

Phoenix, AZ 85007-2697

**PRIMARY**  
**CHEMEHUEVI INDIAN TRIBE**

**ALTERNATES**

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**KAIBAB BAND OF PAIUTE INDIANS**

**LAS VEGAS PAIUTE TRIBE**

**METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA**

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**MORONGO BAND OF MISSION INDIANS**

**PRIMARY**  
**NAVAJO TRIBAL UTILITY AUTHORITY**

**ALTERNATES**

**PASCUA YAQUI TRIBE**

**PECHANGA BAND OF LUISENO MISSION INDIANS**

**SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY**

**SAN DIEGO COUNTY WATER AUTHORITY**

**SAN LUIS REY RIVER INDIAN WATER AUTHORITY**

**SAN MANUEL BAND OF MISSION INDIANS**

**PRIMARY**

**SOUTHERN CALIFORNIA EDISON**

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**ALTERNATES**

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**Mr. Scott Wiedermann**  
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**SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY (SCPPA)**

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Southern California Public Power Authority  
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**Mr. Steve Homer**  
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**TIMBISHA SHOSHONE TRIBE**

**TOHONO O'ODHAM NATION**

**Mr. Mike Bethurem**  
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**Mr. Darrold Hobbs**  
Electric Operations Manager  
Tohono O'odham Utility Authority  
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**TONTO APACHE TRIBE**

**TORRES MARTINEZ DESERT CAHUILLA INDIANS**

**PRIMARY**  
**TWENTY-NINE PALMS BAND OF MISSION INDIANS**

**ALTERNATES**

**VIEJAS BAND OF KUMEYAAY INDIANS**

**WESTERN AREA POWER ADMINISTRATION**

**Mr. Jack D. Murray**

Vice President of Power Marketing for  
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**Ms. Teresita Amaro**

Protection & Communication Manager  
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Phoenix, AZ 85009

Attachment 2.IA to  
Amended and Restated Boulder Canyon Project  
Implementation Agreement (Restated Agreement)  
Agreement No. 95-PAO-10616 (Western)  
Agreement No. 5-CU-30-P1128 (Reclamation)

**ATTACHMENT 2.IA**

**LOWER COLORADO RIVER MULTI-SPECIES CONSERVATION PROGRAM**

## ATTACHMENT 2.IA

### LOWER COLORADO RIVER MULTI-SPECIES CONSERVATION PROGRAM

1. In accordance with section 11 of the Contracts and subsection 2(d)(2)(E) of the Hoover Power Allocation Act of 2011, each Contractor's proportionate share of its State's respective contribution to the cost of the MSCP is determined in accordance with each State's applicable funding agreement. The funding agreement applicable to Contractors located in Arizona is the Trust Indenture and Joint Payment Agreement. The funding agreement applicable to Contractors located in California is the First Amended California Joint Payment Agreement for the Lower Colorado River Multi-Species Conservation Program. The funding agreement applicable to Contractors located in Nevada is the First Amended Agreement to Share the Costs of Implementation of the Lower Colorado River Multi-Species Conservation Program Among the Colorado River Commission of Nevada and Electric Service Contractors.
2. Each Schedule A and Schedule B Contractor is a party to its respective State's funding agreement. Each Schedule A and Schedule B Contractor has paid, and shall continue to be required to pay, its respective MSCP cost share contribution in the amounts and in the manner specified by its respective State funding agreement. Reclamation will not issue bills for collection to Schedule A or Schedule B Contractors, under this Restated Agreement.
3. As provided in section 13 of the Restated Agreement, Reclamation will issue quarterly bills for collection to Schedule D Contractors in California and the Tribal Contractors in Arizona and Nevada, and these Schedule D Contractors shall make payment to Reclamation. Although these Schedule D Contractors are not expected to become parties to any of the State funding agreements, the amount of each of these Schedule D Contractor's proportionate share of the MSCP funding schedule billed by Reclamation will be determined in accordance with the applicable State funding agreement. This provision does not apply to non-tribal entities that received Schedule D allocations from Western and are offered contracts through APA and CRC.

4. On an annual basis, the entity responsible under each State funding agreement for determining the proportionate MSCP cost share payment due from each Contractor located in that State shall determine the amount payable by each Contractor in accordance with the terms of the State funding agreement, and shall provide written notice to Reclamation and to each of the Contractors located in that State indicating the amount payable. Reclamation will issue bills to the Schedule D Contractors in California and the Tribal Contractors in Arizona and Nevada for collection based on this notice.
5. The proportionate share of the MSCP cost share contribution is based on the cost share allocations specified in MSCP program documents, specifically including Section 8 of the MSCP Funding and Management Agreement and Table 7-1 of the MSCP Habitat Conservation Plan, stated in 2003 dollars. In accordance with the MSCP program documents, the amount of the cost share contribution is adjusted annually for inflation.
6. The tables below identify the respective cost share contributions for each Schedule D Contractor in California and the Tribal Contractors in Arizona and Nevada as of October 1, 2017, as determined under the applicable State funding agreements.
7. Should a Schedule D Contractor's Allocation be reduced or increased, as described in section 16 of the Contract, the Contractor's funding obligation will be reduced or increased, accordingly, as of the effective date of the reallocation. The State MSCP cost-share formulas are based on the capacity and energy of all BCP and Parker-Davis Project power users within the state, so adjustments may be made to cost-share amounts if the energy and capacity of the power users are adjusted.

**MSCP COST SHARE**

**Schedule D Tribal Contractors – Arizona Allocation**

Quarterly Payment Due:

\$119,000 x IA<sup>(1)</sup> x Tribal %

Tribal %

Fort McDowell Yavapai Nation	.0806 %
Gila River Indian Community	.7154 %
Hualapai Indian Tribe	.0909 %
Kaibab Band of Paiute Indians	.0296 %
Navajo Tribal Utility Authority	.7154 %
Pascua Yaqui Tribe	.1042 %
Salt River Pima-Maricopa Indian Community	.7154 %
Tohono O’odham Nation	.6460 %
Tonto Apache Tribe	.0596 %

**Schedule D Contractors – California Allocation**

Quarterly Payment Due:

California Required Payment (2003 dollars) x 20% x IA<sup>(1)</sup> x Contractor %

Tribal %

Agua Caliente Band of Cahuilla Indians	.1077 %
Augustine Band of Cahuilla Indians	.0356 %
Bishop Paiute Tribe	.0283 %
Cabazon Band of Mission Indians	.0746 %
Chemehuevi Indian Tribe	.1039 %
Morongo Band of Mission Indians	.0817 %
Pechanga Band of Luiseno Mission Indians	.1487 %
San Luis Rey River Indian Water Authority	.2230 %
San Manuel Band of Mission Indians	.1899 %
Timbisha Shoshone Tribe	.0089 %
Torres Martinez Desert Cahuilla Indians	.1234 %
Twenty-Nine Palms Band of Mission Indians	.0982 %
Viejas Band of Kumeyaay Indians	.1032 %

Non-Tribal %

Anza Electric Cooperative, Inc.	.1186%
California Department of Water Resources	.2230%
City of Cerritos	.2230%
City of Corona	.2221%
City of Rancho Cucamonga	.2230%
City of Victorville	.1951%

**Schedule D Tribal Contractors – Nevada Allocation**

Quarterly Payment Due:

\$469,635 x IA<sup>(1)</sup> x Tribal %

Tribal %

Las Vegas Paiute Tribe	.1265 %
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<sup>(1)</sup> IA = Inflation Adjustment means for any Program Year the inflation adjustment factor calculated for that Program Year pursuant to Section 8.1.1 of the Funding and Management Agreement.

Attachment 3.IA to  
Amended and Restated Boulder Canyon Project  
Implementation Agreement (Restated Agreement)  
Agreement No. 95-PAO-10616 (Western)  
Agreement No. 5-CU-30-P1128 (Reclamation)

**ATTACHMENT 3.IA**

**WORKING CAPITAL CALCULATION**

**ATTACHMENT 3.IA**  
**WORKING CAPITAL CALCULATION**

1. The annual Working Capital will be collected by the process described in section 15.4 of the Restated Agreement.
2. By February 1st of each year after Fiscal Year 2017, Reclamation shall prepare a Projected Dam Fund Balance Analysis.
  - 2.1. The Projected Dam Fund Balance Analysis shall be based upon the most recent approved final BCP Ten Year Operating Plan prepared in accordance with section 8 of the Restated Agreement.
  - 2.2. The analysis reflects the monthly cash in-flows to the Colorado River Dam Fund by Annual Revenue Requirement and out year projected revenue by the established categories.
  - 2.3. The analysis reflects the monthly obligations to the Colorado River Dam Fund by established categories.
  - 2.4. The analysis reflects the balance of unobligated funds in the Colorado River Dam Fund on the last day of each month.
3. The Working Capital methodology may be changed to meet changing needs of the project. Each year following Fiscal Year 2019, the change in the amount of Working Capital, to be accumulated through or credited against the Annual Revenue Requirement during the upcoming Fiscal Year, shall be determined by Reclamation. The Working Capital amount will be positively or negatively adjusted to ensure the balance of the unobligated funds in the Colorado River Dam Fund on the last day of each month in the upcoming Fiscal Year is zero (0) or a positive amount.
4. Reclamation shall mitigate, to the extent possible, any increases in the Working Capital amount. Based upon any adjustments to the Annual Revenue Requirement, Reclamation shall prepare a revised Projected Dam Fund Balance Analysis. The Projected Dam Fund Balance Analysis shall be emailed to the

E&OC Representatives within two (2) weeks after submission of the most recent final BCP Ten Year Operating Plan.

5. The Projected Dam Fund Balance Analysis shall be reviewed and discussed at the third Fiscal Year regularly scheduled E&OC meeting. If necessary, as determined by the E&OC, a subcommittee of the E&OC will be established to further meet, review and analyze the Monthly Obligated Funds Flow Analysis with Reclamation.
6. Upon approval of the Projected Dam Fund Balance Analysis by the E&OC, Reclamation shall notify Western of any necessary changes in the amount of the Working Capital to be accumulated through or credited against the Annual Revenue Requirement during the upcoming Fiscal Year.

Example Calculation:

<b>BOULDER CANYON PROJECT</b> <b>Projected Dam Fund Balance Using Incremental Obligation Funding</b> <b>Fiscal Year 2018</b> <b>BASED ON FY2016 FINAL TEN YEAR PLAN</b>																	
Month	REVENUE						OBLIGATIONS									TOTAL OBLIGATIONS	ENDING BALANCE
	Beginning Balance	Net Power	Water	WAPA-Other	Visitor Services	TOTAL REVENUE	Operation Maintenance ABGE	EOM	Visitor Services	Replacements	Payment of Status	Principal Payment	Interest Payment	Transfers to WAPA			
October '17	0		44,167		887,345	931,512	2,688,291	63,000	446,578	875,000	-	-	-	656,583	4,729,452	(3,797,940)	
November '17	(3,797,940)		44,167		797,518	841,685	4,397,046	62,000	652,857	1,009,000	-	-	-	656,583	6,777,486	(9,733,742)	
December '17	(9,733,742)	4,084,523	44,167	120,833	870,364	5,119,887	4,120,475	182,000	977,359	1,009,000	-	-	-	656,583	6,945,417	(11,559,272)	
January '18	(11,559,272)	4,843,390	44,167	120,833	832,728	5,841,118	2,489,438	386,000	405,455	1,009,000	-	538,000	-	656,583	5,484,476	(11,202,630)	
February '18	(11,202,630)	4,800,683	44,167	120,833	781,768	5,747,451	3,857,891	385,000	570,997	1,282,000	-	-	-	656,583	6,752,471	(12,207,650)	
March '18	(12,207,650)	5,201,470	44,167	120,833	1,103,502	6,469,972	4,483,848	203,000	1,088,717	1,707,000	-	-	-	656,583	8,139,148	(19,876,826)	
April '18	(13,876,826)	5,244,177	44,167	120,833	1,185,350	6,594,527	3,776,006	200,000	557,498	990,000	-	-	-	656,583	6,180,087	(19,462,387)	
May '18	(13,462,387)	6,141,020	44,167	120,833	1,001,504	7,307,524	3,785,152	200,000	658,457	585,000	600,000	-	-	656,583	6,485,192	(12,640,055)	
June '18	(12,640,055)	6,683,068	44,167	120,833	1,171,768	8,019,836	3,985,896	813,000	899,914	586,000	-	-	434,000	656,583	7,375,393	(11,995,612)	
July '18	(11,995,612)	6,380,835	44,167	120,833	1,315,719	7,861,554	3,572,092	813,000	630,029	425,000	-	-	-	656,583	6,096,704	(10,230,763)	
August '18	(10,230,763)	6,052,321	44,167	120,833	1,137,336	7,354,657	3,900,146	813,000	676,034	422,000	-	-	-	656,583	6,467,763	(9,343,869)	
September '18	(9,343,869)	6,029,325	44,167	120,833	915,099	7,109,424	3,995,721	813,000	1,069,106	-	-	-	-	656,583	6,534,410	(8,768,855)	
October '18	(8,768,855)	5,362,442		120,833		5,483,275									0	(9,285,580)	
November '18	(9,285,580)	4,879,526		120,833		5,000,360									0	1,714,780	
<b>Total</b>		<b>65,701,780</b>	<b>530,000</b>	<b>1,450,000</b>	<b>12,000,000</b>	<b>79,682,780</b>	<b>45,052,000</b>	<b>4,933,000</b>	<b>8,633,000</b>	<b>9,899,000</b>	<b>600,000</b>	<b>538,000</b>	<b>434,000</b>	<b>7,879,000</b>	<b>77,968,000</b>		

Lowest Monthly Balance projected Fiscal Year 2018 \$13,876,826

FY 2018 Lowest Monthly Balance rounded to the nearest million \$14,000,000

Plus an additional \$1,000,000 increase to ensure solvency \$ 1,000,000

Total Working Capital Fund Reserve \$15,000,000

Attachment 4.IA to  
Amended and Restated Boulder Canyon Project  
Implementation Agreement (Restated Agreement)  
Agreement No. 95-PAO-10616 (Western)  
Agreement No. 5-CU-30-P1128 (Reclamation)

**ATTACHMENT 4.IA**

**MULTI-PROJECT WRITTEN PROCEDURES**

**\*\*\*PROCEDURES FOR MULTI-PROJECTS COSTS\*\*\***

Multi-project Costs (MPC) are the costs of those facilities which are paid for through the appropriation process by one Project, but provide benefits to other Projects.

Projects identified in the MPC allocation process:

- AC Intertie Project
- Boulder Canyon Project
- Central Arizona Project
- Colorado River Basin Salinity Control Project
- Colorado River Front Work and Levee System
- Colorado River Storage Power System
- Parker-Davis Project

Facilities identified in the MPC allocation process that benefit other Projects:

Items 1. Phoenix Service Center and Mead Service Center.

Item 2. SCADA System

**Items 1, Phoenix Service Center and Mead Service Center:**

The factor for distribution of costs for the Phoenix Service Center and the Mead Service Center was based on the methodology used for the Desert Southwest Regional Office's distribution of General Western Allocations (GWA). This distributes building

costs in the same percentage as the direct hours charged against the Projects. The procedure for developing the distribution of General Western Allocations (GWA) is:

- a) Determine direct labor hours (DLH) from the General Ledger 451 report (O&M) from the previous year. Insert them in the second column of the table below.
  
- b) Divide these hours by a productive staff hour figure that accounts for loss of productive staff hours related to sick leave, annual leave, training, and other uses. The current figure for staff hours is 1,750. The 1,750 number was based on a 5-year average of previous actual data. The resultant figure is shown in the third column of the table below.
  
- c) Determine the percentage figure of the total for each project in the fourth column of the table below. This percentage figure is then used to allocate the MPC to each project.
  
- d) Current year data is provided in Appendix D.

**Sample Showing FY 1994 Distribution for Service Centers MPCs**

Project	Direct Labor Hours	# of FTE	Percentage
AC Intertie Project	14,966.00	8.57	7.02%
Boulder Canyon Project	23,772.80	13.58	11.12%
Central Arizona Project	14,269.70	8.15	6.67%
Colorado River Basin Salinity Control Project	958.40	0.55	0.45%
Colorado River Front Work and Levee System	945.00	0.54	.044%
Colorado River Storage Project	14,144.00	8.08	6.62%

Parker-Davis Project	144,670.23	82.67	67.68%
Total	213,756.13	122.14	100.00%

**Item 2, SCADA:**

- a) The factor for each Project is based on the total distribution of data point count requirements currently allocated and in service. The calculations are based on documented current point count utilization requirements for the SCADA as determined by Operations as of April 1994. The number of points will be reviewed annually.
  
- b) The percentages for the point factor are calculated by dividing the number of the individual project points by the total number of points. The total SCADA point count used in the current analysis is included in Appendix C.
  
- c) The following table displays an example of calculating the point factor percentage for each project based on the number of total points to each individuals project points, based on current point allocations.
  
- d) Current year data is provided in Appendix C.

**Distribution Showing FY 1994 SCADA costs in MPCs**

Project	# of Points	Percentage
AC Intertie Project	1,441	16.50%
Boulder Canyon Project	733	8.39%
Central Arizona Project	479	5.48%
Colorado River Basin Salinity Control Project	50	.57%
Colorado River Front Work and Levee System	0	0%
Colorado River Storage Project	474	5.43%
Parker-Davis Project	5,558	63.63%
Total	8,735	100.005

**Elements of costs related to Items 1 and 2 are:**

1. Historic and Future Investments Costs (both Additions and Replacements)
  
2. Interest Expense

**Procedures for compiling the Multi-projects Costs.**

1. Identify Investments, include both Plant-In-Service and Construction Work-In-Progress (CWIP) for historic years and appropriate future years. The Investments in the current study were identified by a Desert Southwest Regional Office MPC Process Improvement Team and documented in their final report.

While reviewing the data under the Phoenix Service Center in Western's FY 1994 Results of Operations Plant-In-Service (Schedule 1), \$7,351,068 is related to the old SCADA system. Western has determined that the old SCADA system should be fully funded by the Parker-Davis Project. Based on this information, Western proposed that the costs for the old SCADA system should not be included in the Multiproject Cost allocation process. All other cost booked to the SCADA system accounts are related to

the new SCADA system and should be included in the Multiproject cost allocation process.

The SCADA costs from the Engineering & Construction Ten-Year Plan were evaluated further to determine which portion of the costs were Replacements and which portion of the costs were Additions. A tabulation and analysis was compiled by Operations and is included in Appendix C.

2. Gather the current year Plant in Service data from Western's Results of Operations (ROOS), Schedule 1, General Ledger 10100/10610. The data for the current tables in Appendix A are marked on page 15 of GL 10100 and page 29 of GL 10610 of the Parker Davis ROOS for the Phoenix Service Center; page 2 of the Intertie ROOS for GL 10100 for the Mead Service Center; and page 4 of the Intertie ROOS for GL 10610 for the Mead Service Center. This data is then directly input into a spreadsheet which is shown in Appendix D titled "Multiproject Cost Allocations").
3. Gather the budgeted annual investment cost for the current year and the first five (5) future years. This information for the Phoenix O&M Stage 02 and for the SCADA as shown in Appendix B, is obtained from the 1995 Final Engineering and Construction Ten-Year Plan, Section B, page A1, items 6 and 7; and from GL 10710, Schedule 2, pages 9 and 10 in Appendix A. Add the Construction Work in Progress amounts from GL 10710 for all the work order totals shown on pages 9 and 10 plus the current year IDC to the Phoenix Service Center costs.
4. The SCADA costs in Appendix C are taken from the data from the paragraph above and allocated into Replacements and Additions.
5. Allocated the historical and future cost by the allocation factors.
6. The procedure for determining the interest rate is documented in the DOE Order RA 6120.2.11, Change 1, Dated October 1, 1983. A paraphrase of Paragraphs 11.a and b of the Order is that the interest rate used for computing interest during construction (IDC) and interest on the unpaid balance of the costs of Federal power facilities is the "yield rate" which is determined by the Secretary of the Treasury as of October 1 of the preceding fiscal year. The yield rate is the average yield during the preceding fiscal year on interest-bearing marketable securities of the United States, which, at the time of the computation, have terms of 15 years or more remaining to maturity. In the year, construction costs are charged to a FERC plant accounts 301 and 350 or above, the Treasury interest rate for that year is the interest rate is assigned to the life of the investment.

7. To determine service lives of investments, look up the unit of property in the current edition of the book entitled “Replacements Units Service Lives Factors” as jointly published by the U.S. Department of Energy, Western Power Administration, and the U.S. Department of Interior, Bureau of Reclamation, dated May 1989.

Set up project-specific amortization tables for each facility. A sample amortization table is included in Appendix D with references to where the input data comes from. The amortization tables begin with Page 2 of the same spreadsheet titled “Allocations”. The amortization tables for each project consist of:

- a) an amortized amount from steps (2), (3), and (4) above.
  - b) the Project allocated costs as determined in (5) above.
  - c) an interest rate
  - d) a Service Life
- 
9. The Rates Division will update the power repayment study for each project so that the future revenue distribution will reflect the current percentages for the Multiproject Costs. For those Projects with annual appropriations or annual funds advancement, the recovery of costs will be handled annually by accounting adjustments to Operating Expenses as a separate “Rental/Lease” payment entry.
    - a) The Boulder Canyon Project rates are determined each year. The rate process allows the addition of MPC.
    - b) Parker-Davis Project, Pacific Northwest-Pacific Southwest Intertie Project and the Colorado River Storage Project have multi-year rate processes. The rate process will allow the addition of the MPC.

c) The Central Arizona Project Contracts will allow the addition of MPC.

d) Western and the Bureau of Reclamation have a “Master and Operating Agreement” which covers the operation and maintenance of joint use facilities as well as facilities transferred to Western. This agreement included the Colorado River Basin Salinity Control Project and Colorado River Front Work and Levee System. The MPC is covered as associated funding requirements under these Projects.

10. The Rates Team Lead will initiate a memo to the Financial Manager for request of the appropriate accounting entries to each project accounts for the specific current year costs and specific current year offsets to the costs prior to September 15 of each Fiscal Year.

11. The timelines for updating Appendices and repayment tables are as follows:

Requests financial data (Rates Team Lead)	September
Updates Appendix A data (Rates)	January
Prepares final PRS (Rates)	December
Updates Service Center hour distribution table (Rates)	December
Updates SCADA points table (Appendix C) (Operations)	December
Updates Ten-Year Engineering Plan (Maintenance)	October
Updated Amortization Tables (Appendix D) (Rates)	January
Distributes to E&OC	February

**MULTI PROJECT BENEFITS  
PROCEDURES**

# **BCP MULTI PROJECT BENEFITS**

## **OVERVIEW**

**Purpose:** Provide a written summary of the process for determining, calculating, and allocating the Multiproject benefits of exchange energy through resource integration of Western Area Lower Colorado (WALC) federal projects, inclusive of internal energy exchanges among the Boulder Canyon Project participants, and among the Parker-Davis Project participants.

**Resource Integration Definition:** The process of mutually agreeing to a statically scheduled firm monthly exchange of energy among individual participants of the Boulder Canyon Project and among the Parker-Davis Project customers is Resource Integration. All monthly energy exchanges must zero balance at the completion of each fiscal year. The energy exchanged is a firm commitment by all participants and is received within each contractor's available contract capacity entitlement. Additional capacity to deliver or receive energy is not a component of the integration process.

**Resource Integration Criteria:** The primary points of concern to Western, as the resource manager, when planning and implementing the integration process are Equity, Risk Management, Operational feasibility, and serving Customer requests consistent with sound business practice. A more focused description of the criteria elements follows:

**Equity:** Each participant and project, within the requested compatible monthly energy exchange profiles, realized an energy diversity benefit on a fiscal year basis similar in value to other participating contractors and projects. If a contractor's requested monthly exchange profile is not compatible with the integrated offering of other participants, energy exchanges for the individual contractor will not be possible. The individual participants value the energy diversity benefits. When requested, Western will provide an estimate of benefit based on the spot market replacement of energy.

**Risk:** Western Area Lower Colorado (WALC), in agreeing to exchange firm blocks of monthly energy between federal projects, gauges and accepts a degree of uncertainty in resource and load availability, which could cause detrimental operational effects throughout the fiscal year. Each contractor agrees to accept the possible detrimental effects that altered monthly energy target may have on their individual resource availability profiles.

**Operational Feasibility:** WALC, in conformance with all active contractual obligations, considers resource impacting elements such as planned unit outages, levels of monthly projected generation from Hoover, Parker and Davis planned capacity restrictions and Lower Colorado river release restrictions, in preparation of monthly energy exchanges used in the Resource Integration program.

**Customer Requests:** Each contractor requests exchange energy to achieve improved load and resource matching and thus reduce the cost of operation. WALC attempts to provide the desired exchange energy within EQUITY, RISK, and OPERATIONAL FEASIBILITY criteria. At times, the individual customer monthly energy exchange requests cannot be met within all criteria or does not contain adequate diversity to permit energy exchanges. The customer making such an energy exchange will be excluded from the Resource Integration Program. The customer energy exchange requests are considered first among the contractors and then between the WALC federal projects. WALC responds to each requesting participants with their level of Resource Integration participation prior to June 1 of each calendar year.

**Resource Integration Conflicting Requests:** Circumstances in which Resource Integration participants request similar exchanges on certain months, that cannot both be served, will be individually considered when an adjustment in the particular month's exchange energy is made. Due to each customer's varying monthly requests a pro-rata reduction in exchanges between the individual customers is usually not operationally feasible and are reviewed individually. The thorough review results in a monthly exchange profile reduced to coincide with other requests over the 12 months of the target fiscal year.

**Guidelines:** These guidelines are used for determining the monthly exchange of energy for the Boulder Canyon Project and Parker-Davis Project follow.

**PARKER DAVIS PROJECT:** The primary elements which derive the projected resources and loads used in developing the PDP project Resource Integration energy exchanges are as follows:

**a) Generation –**

The monthly load profile is indexed according to the Bureau of Reclamation 2 year most probable water supply study and loss of interchanges received from other entities.

**b) External –**

The allocated load, using the baseline 1988 exhibits, as a reference is indexed to totalize monthly firm allocated load. This is also referred to as external load.

**c) MWD Parker Dam Energy Entitlement –**

Based on Parker monthly estimated releases, MWD received  $\frac{1}{2}$  of the projected generation. These indexed values will act as additional firm Parker-Davis project load.

**d) Internal –**

Historical load profiles serve as the monthly WALC Control area internal kWh value and act as the third component of Parker-Davis project load.

**e) Surplus/Deficiency in Generation –**

To compute Parker-Davis surplus or deficiency in generation and provide a parameter for monthly energy exchange the following computation serves as a guideline which

may be adjusted as required. Generation (a) – External Load (b) – MWD Load (c) – Internal Load – (d) = Parker-Davis Generation Surplus/Deficiency.

**f) Parker-Davis Monthly exchange generation –**

On a monthly basis the surplus or deficiency in generation is evaluated as to the maximum quantity available, but not necessarily to be exchanged between projects.

**g) Proposed Parker-Davis monthly Exchanged energy –**

The computation for Parker-Davis project monthly exchanged energy is developed from each individual customer's proposed exchange requests. Each customer's separate request is listed using the following formula for proposed exchanges: Firm Allocation – Proposed Customer Allocation = Parker-Davis proposed Exchange, indexed by month. If the individual requested monthly exchanges do not comply with the Resource Integration criteria, then an adjustment on the pertinent month(s) is performed.

**h) Parker-Davis Capacity –**

To assure ample capacity is available for total Parker-Davis load and reserve requirements, a computation including consideration of planned unit outages is performed.

**i) P-DP Customer notification –**

P-DP customers interested in Resource Integration are formally notified by Western of the level of Integration possible for the subject fiscal year. P-DP customers rejecting Western integration plan may notify WALC's Power Scheduling Office by fax with a formal follow up letter to the Area Manager.

## **BOULDER CANYON PROJECT:**

### **a) Generation –**

The Hoover Master Schedule's preliminary monthly energy target pertaining to the subject fiscal year is the baseline resource reference for BCP resource integration planning purposes. A preliminary Master Schedule based on the latest BOR's 24 Month Most Probably Water Supply Study is distributed to the BCP contractors by December 15.

### **b) Individual exchange analysis –**

Each customer's requested monthly exchange profile is provided to WALC by January 15<sup>th</sup> and is subtracted from the preliminary Master Schedule to ascertain each customer's energy exchange request. Individual Boulder Canyon participants energy exchange is assessed in two Stages. Stage 1 consists of 2 phases. Phase 1 conducted by WALC, is the total exchange analysis among all interested BCP contractor's requesting exchange. Phase 2 is the "individual" exchange analysis performed between BCP participants desiring energy exchanges on a one on one basis. Stage 2 is the Project exchange between Parker-Davis and Boulder Canyon Project. Exchange energy between Projects must meet the same Equity criteria as for individual participants. Ample diversity must be evident between Projects to permit a zero balanced energy exchange condition for each fiscal year.

### **c) Project exchange analysis –**

The totalized Boulder Canyon Project proposed monthly exchange quantity, in Stage 2, is used to compare maximum monthly quantities offered by the Parker-Davis project. This comparison of the projects exchange quantities is the occasion in which the Resource Integration criteria is applied to determine the level of monthly exchange by each project.

### **d) BCP Master Schedule Redraft –**

Following adjustment of the customers requested exchange to a practical level in Stage 2, a redraft of the Master Schedule, containing the proposed energy exchanges, is distributed to the customers. Following BCP customer acceptance of the proposed

energy exchange a draft of the Master Schedule is generated and distributed to the BCP customers. A minimum two week customer comment period is provided before the Actual Master Schedule is created.

**f) Actual Master Schedule –**

This document is created and distributed, in accordance with the contract, to all Boulder Canyon Contractors and includes Resource Integration energy exchange by June 1 of each year. Distribution of the Actual Master Schedule marks the completion of Resource Integration planning and is the date of formal acceptance by the Contractors.

## **SUMMARY OF ANNUAL RESOURCE INTEGRATION PROCESS AND REVIEW**

The following is a narrative of the Resource Integration information presented at the June 9, 1995 Multiproject cost/benefit Meeting. It represents the annual process and review performed by the operations group.

**HOOVER STG1 – VS - STG2 EXCHANGE:** This graphical presentation compares Multiproject cost/benefit levels of available and accepted energy exchanges in Stage 1 as compared with Stage 2.

**HOOVER ENERGY INTERCHANGE ACCOUNTING (Stage 1 and Stage 2 Summed):** Information shown here is a listing of the final energy exchanged between all BCP participants on a monthly basis. The process as described in the Guidelines Section of stage 1 (phase 1 and phase 1) coincides with the creation of these values. All monthly exchange data listed in this summary are a component of the Hoover Master Schedule for the coming fiscal year.

**DEPICTION OF ENERGY EXCHANGE FOR THE FISCAL YEAR:** The information graphically and numerically shown here indicated the monthly exchange profile by project. The limitations to exchange are described in the Overview and Guidelines Sections. Complete and equitable exchanges that zero balance and that provide a degree of equity among the participants are shown here.

### **HOOVER STAGE 1&2 RESOURCE INTEGRATION EVALUATION & REVENUE COSTS:**

This sheet is an example of the type of analysis available when requested for reviewing the replacement cost of energy exchanged as part of Stage 1 and Stage 2. Zero integration which was planned for in Stage 2, results in all Hoover Exchange Benefit to reflect only that which has to occur in Accepted Stage 1 value.

The sheet's purpose is to estimate the value of benefit the BCP contractors receive directly from energy exchanges.

Each Contractor may choose to assess this exchange value differently and may have a differing benefit weighting process for assessing value than are used by western.

**REVENUE ANALYSIS OF ENERGY EXCHANGES:**

This sheet is an example of the type of analysis available, when requested for reviewing the stage 2 saving estimates. These are based on energy replacement and a weighted average of energy market prices over a period of time. Since there were no energy exchanges between BCP and P-DP for the fiscal year there was a zero net loss and a zero net gain between the two projects. The Parker-Davis Project exercised other exchange and purchase alternatives external to WALC projects.

**PARKER-DAVIS CAPACITY FORECAST:**

This summary has three sections (A, B, & C) that reflect the forecasted Parker-Davis Capacity availability and surplus capacity above reserve requirements. The data indicates that P-DP has the capacity available to meet its spinning reserve obligations.

**HOOVER CAPACITY BALANCE:**

The Hoover Capacity Balance sheet numerically and graphically depicts the capacity support provided amongst Hoover and Parker Davis as part of WALC Control Area resources. The information shows the level of capacity transfers made in the FY 94 fiscal year as a result of fungible resources being integrated into Control Area Operations. The Outcome is indicative of current operating practices which result in loading units at the most efficient point possible in response to the varying capacity schedules requested on a "Real Time" basis at Hoover.

**CONCLUSION:** The primary resource evaluation reference is the BOR 24 Month Study for P-DP and BCP. The historical internal load estimates and contractual firm loads serve as load references for P-DP Resource Integration analysis. A series of correspondences between Western and the Contractors in which Western provides the projected monthly generation estimates and receives energy exchange requests occurs between December 1<sup>st</sup> and January 15<sup>th</sup> each fiscal year. Following an analysis by Western a response indicating the level energy exchange possible is distributed to the Contractors. The Contractors reply to Western accepting or rejecting the exchange offered. Western then formally notifies the customers, by

June 1<sup>st</sup>, either through individual documents or through a Master Schedule of the finalized energy exchanges for the subject fiscal year. These guidelines may require modification to adjust to fluctuating hydro resource availability forecast or changing conditions in evaluating individual project exchanges or in analyzing individual customer exchange requests.

Western Area Power Administration

**HOOVER ENERGY INTERCHANGE ACCOUNTING**  
**STAGES 1 & 2 SUMMED (MWh)**

Contractor	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOTAL
<b>LADWP SCHED ENTITY</b>													
LADWP	700	-2664	2000	-709	-709	125	0	0	0	175	175	198	0
BURBANK	-100	-350	-250	-400	-400	200	0	0	0	200	300	400	0
GLENDALE	0	0	0	0	0	0	0	0	0	0	0	0	0
PASADENA	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>LADWP TOTAL</b>	<b>600</b>	<b>-3014</b>	<b>1750</b>	<b>-1109</b>	<b>-1109</b>	<b>325</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>375</b>	<b>475</b>	<b>598</b>	<b>0</b>
<b>SCE SCHED ENTITY</b>													
SCE	0	0	0	0	0	0	0	0	0	0	0	0	0
MWD	-690	8154	-1830	1230	1230	-84	0	0	0	-2042	-2308	-2430	0
ANAHEIM	0	0	0	0	0	0	0	0	0	0	0	0	0
AZUSA	0	0	0	0	0	0	0	0	0	0	0	0	0
BANNING	0	0	0	0	0	0	0	0	0	0	0	0	0
COLTON	0	0	0	0	0	0	0	0	0	0	0	0	0
RIVERSIDE	20	20	20	20	20	18	0	0	0	-138	20	20	0
<b>SCE TOTAL</b>	<b>-670</b>	<b>8174</b>	<b>-1810</b>	<b>1250</b>	<b>1250</b>	<b>-66</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>-2180</b>	<b>-2288</b>	<b>-2410</b>	<b>0</b>
<b>VERNON SCHED ENTITY</b>													
VERNON	70	-22	60	-141	-141	-259	0	0	0	92	100	100	0
<b>SRP SCHED ENTITY</b>													
APA	0	-5138	0	0	0	0	0	0	0	1713	1713	1712	0
<b>NPC SCHED ENTITY</b>													
CRC	0	0	0	0	0	0	0	0	0	0	0	0	0
BOULDER CITY	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>NPC TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>HOOVER TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

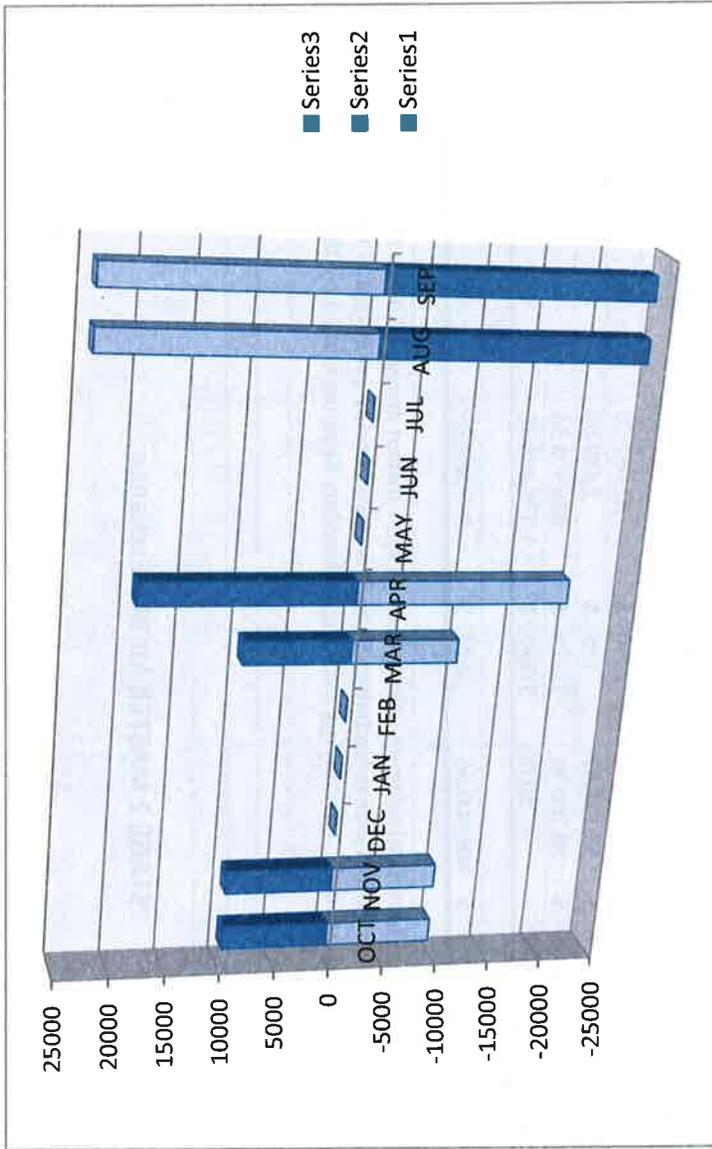
STAGE 2 MASTER for BCP Exchange

Western Area Power Administration

FY96

**DEPICTION OF ENERGY EXCHANGE FOR THE FISCAL YEAR**

54



	PDP	HVR	ALT
OCT	9600	0	-9600
NOV	9600	0	-9600
DEC	0	0	0
JAN	0	0	0
FEB	0	0	0
MAR	9600	0	-9600
APR	19200	0	-19200
MAY	0	0	0
JUN	0	0	0
JUL	0	0	0
AUG	-24000	0	24000
SEP	-24000	0	24000

EXCHANGE.XLS



**WESTERN AREA POWER ADMINISTRATION  
REVENUE ANALYSIS OF ENERGY EXCHANGES**

STAGE 2 ENERGY EXCHANGE ONLY							
MONTH	MWh	\$\$\$	MWh	\$\$\$	MWh	\$\$\$	ENERGY
	EXCH	VALUE	EXCH	VALUE	EXCH	VALUE	Exchange
	PDP*	PDP	HVR	HVR	Alt. Source	Alt. Source	PRICE
OCT	9600	(\$181,856.00)	0	\$0.00	-9600	\$181,856.00	\$18.94
NOV	9600	(\$185,504.00)	0	\$0.00	-9600	\$185,504.00	\$19.32
DEC	0	\$0.00	0	\$0.00	0	\$0.00	\$20.23
JAN	0	\$0.00	0	\$0.00	0	\$0.00	\$19.66
FEB	0	\$0.00	0	\$0.00	0	\$0.00	\$18.08
MAR	9600	(\$182,752.00)	0	\$0.00	-9600	\$182,752.00	\$19.04
APR	19200	(\$387,200.00)	0	\$0.00	-19200	\$387,200.00	\$20.17
MAY	0	\$0.00	0	\$0.00	0	\$0.00	\$18.56
JUN	0	\$0.00	0	\$0.00	0	\$0.00	\$22.57
JUL	0	\$0.00	0	\$0.00	0	\$0.00	\$23.02
AUG	-24000	\$579,760.00	0	\$0.00	24000	(\$579,760.00)	\$24.16
SEP	-24000	\$573,920.00	0	\$0.00	24000	(\$573,920.00)	\$23.91
<b>TOT</b>	<b>0</b>	<b>\$ 216,368.00</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>(\$216,368.00)</b>	<b>\$20.64</b>

The anticipated savings estimates above are based on energy replacement and spot sale pricing. The Parker-Davis Project realized an approximate Net Loss of zero and a Net Gain of zero Revenue as there was no energy exchanges between BCP and P-DP for the Fiscal Year.

The Parker-Davis Project and Boulder Canyon Project realized an avoided cost of \$216,368.00, through monthly energy exchanges.

The exchange energy price is based on a monthly composite spot energy index averaged over the last 3 years. The polarity used in this spreadsheet is: +=Surplus energy, -=Deficiency of energy

EXCHANGE.XLS

PARKER-DAVIS CAPACITY FORECAST														
AREA - A														
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
MONTH	DAVIS UNIT RATING	OUTAGE Reduction %	DAVIS Reserve Capacity	PARKER UNIT RATING	OUTAGE Reduction %	PARKER Reserve Capacity	HDG Reserve Capacity	D + G + H		MWD Load Capacity	WALC Internal Capacity	Spinning Reserve Obligation	TOTAL Peak Load Capacity	Capacity Above Obligation
								TOTAL RESERVE Capacity	TOTAL Capacity					
OCT	270	80%	216	108	75%	81	14	311	41	184	24	25	274	38
NOV	270	80%	216	108	75%	81	14	311	41	184	24	25	274	38
DEC	270	80%	216	108	75%	81	14	311	41	184	24	25	274	38
JAN	270	75%	203	108	75%	81	14	298	41	184	24	25	274	24
FEB	270	72%	194	108	100%	108	14	316	54	184	24	25	287	29
MAR	270	95%	257	108	100%	108	14	379	54	244	24	25	347	32
APR	270	100%	270	108	100%	108	14	392	54	244	24	35	357	35
MAY	270	100%	270	108	100%	108	14	392	54	244	24	40	362	30
JUNE	270	100%	270	108	100%	108	14	392	54	244	24	40	362	30
JUL	270	100%	270	108	100%	108	14	392	54	244	24	45	367	25
AUG	270	100%	270	108	100%	108	14	392	54	244	24	45	367	25
SEP	270	100%	270	108	100%	108	14	392	54	244	24	45	367	25

PARKER-DAVIS CAPACITY FORECAST															
AREA - A															
AREA - B															
Forecasted Spinning Above Reserves															
(PRIOR to reduction for Spinning Obligation)															
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
MONTH	FY-96 Available Capacity for LOAD	FY94 ACTUAL LOAD reported to IPP	Spinning Available Above Reserve Obligation	FY-96 FORECAST AVAILABLE Capacity for LOAD		FY94 ACTUAL LOAD reported to IPP		F-G Spinning BEFORE Reserve Obligation		H Spinning Reserve Obligation		I Spinning Reserve Obligation		J Spinning Available AFTER Reserve Obligation	
				311	203	311	203	108	108	203	108	24	24	24	24
NOV	311	209	102	311	209	102	102	24	24	24	24	24	24	78	78
DEC	311	257	54	311	257	54	54	24	24	24	24	24	24	30	30
JAN	298	239	59	298	239	59	59	24	24	24	24	24	24	35	35
FEB	316	249	67	316	249	67	67	24	24	24	24	24	24	43	43
MAR	379	283	96	379	283	96	96	24	24	24	24	24	24	72	72
APR	392	292	100	392	292	100	100	24	24	24	24	24	24	76	76
MAY	392	266	126	392	266	126	126	24	24	24	24	24	24	102	102
JUN	392	293	99	392	293	99	99	24	24	24	24	24	24	75	75
JUL	392	279	113	392	279	113	113	24	24	24	24	24	24	89	89
AUG	392	314	78	392	314	78	78	24	24	24	24	24	24	54	54
SEP	392	348	44	392	348	44	44	24	24	24	24	24	24	20	20

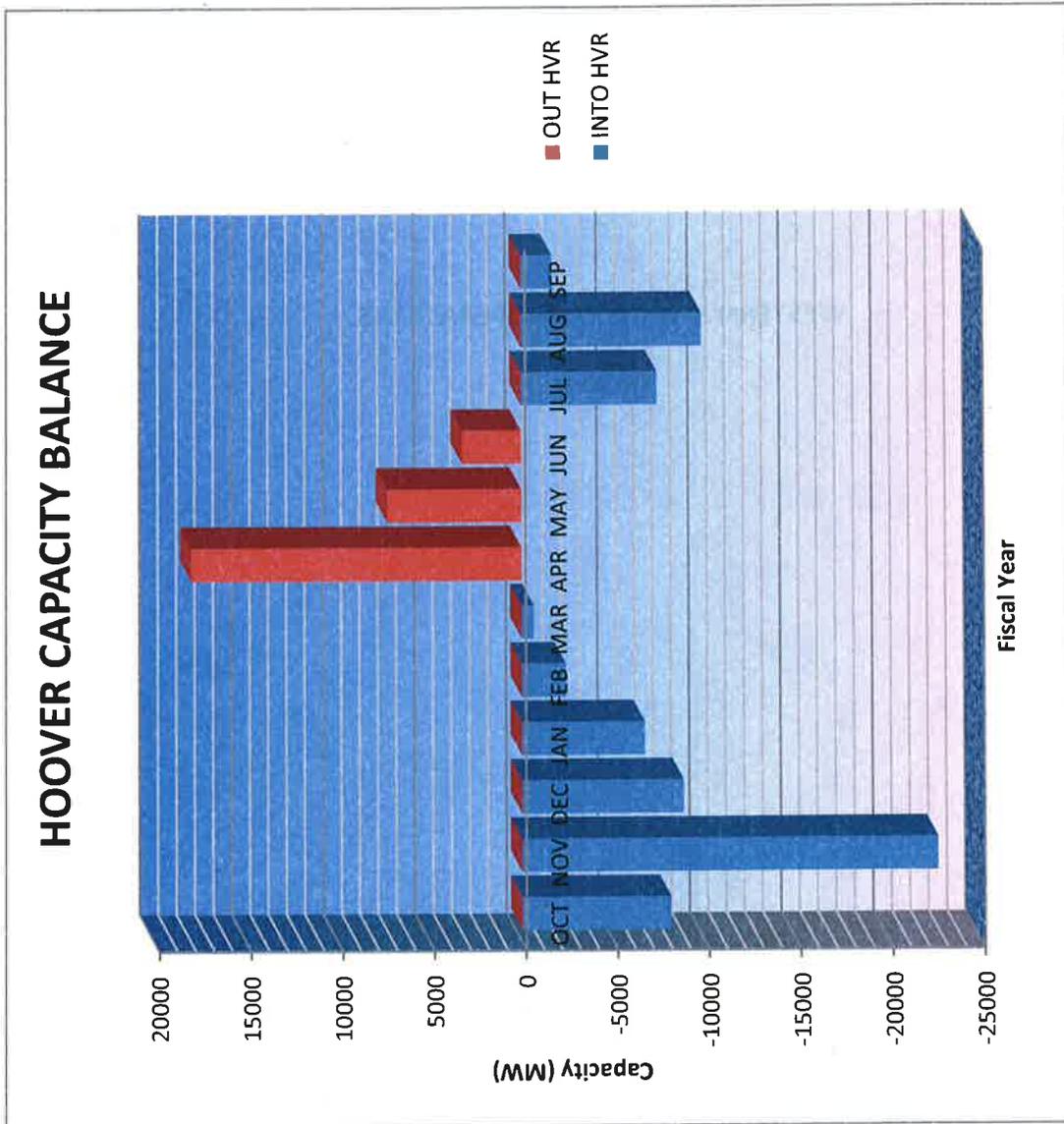
EXPLANATION:

AREA A - The Projected Parker-Davis (PDP) Generation Capacity less Projected Load and Spinning Reserve Obligation. This Area indicates PDP's ability to cover the WALC Spinning Reserve Obligation.

AREA B - The Projected PDP Generation Capacity (before spinning reserve reductions) less the Actual Peak Load for the prior fiscal year. This Area indicates that sufficient spinning capacity is available above using actual data. Negative values, if apparent, are covered through IPP purchases or interchanges. One must remember the numbers used for load are Peak values and are therefore the extreme in analyzing reserve capacity.

AREA C - The Projected PDP Generation Capacity less Actual Load and less the spinning obligation to indicate probable surplus PDP capacity.

HOOVER CAPACITY (MW) BALANCE			
	FY94	FY94	
	CAPACITY	CAPACITY	
	Into HVR	Out HVR	
OCT	-8136	0	
NOV	-22681	0	
DEC	-8841	0	
JAN	-6720	0	
FEB	-2406	0	
MAR	-669	0	
APR	0	18031	
MAY	0	7322	
JUN	0	3235	
JUL	-7437	0	
AUG	-9887	0	
SEP	-1713	0	
TOTAL	-68490	28588	



EXCHANGE.XLS

**APPENDIX A**

**WESTERN'S RESULTS OF OPERATIONS**

**(ROOS)**

**APPENDIX B**

**DESERT SOUTHWEST  
ENGINEERING & CONSTRUCTION  
TEN-YEAR PLAN**

**APPENDIX C**

**ANALYSIS OF SCADA SYSTEM**

**APPENDIX D**

**COST ALLOCATION TABLE  
AND  
AMORTIZATION TABLES**

Attachment 5.IA to  
Amended and Restated Boulder Canyon Project  
Implementation Agreement (Restated Agreement)  
Agreement No. 95-PAO-10616 (Western)  
Agreement No. 5-CU-30-P1128 (Reclamation)

**ATTACHMENT 5.IA**

**CONTINGENT CAPACITY, FIRM ENERGY,  
AND BCP PERCENTAGES**

**ATTACHMENT 5.IA**  
**CONTINGENT CAPACITY, FIRM ENERGY,**  
**AND BCP PERCENTAGES**

The following table is meant to identify the Contractors' percentage entitlements to Contingent Capacity and Firm Energy pursuant to the Contracts. Contingent Capacity and Firm Energy are given equal weight in calculating the Contractor BCP percentages. When used in a formula in this Restated Agreement, numbers expressed as a percent (i.e. 10.2345%) shall be interpreted to be the decimal equivalent (i.e. 0.102345). The percentages below shall be updated by September 30, 2017, to reflect the final percentages including the allocation of Schedule D power.

<b>Schedule A, B and D BCP Percentages</b>	<b>% of <u>Contingent Capacity</u></b>	<b>% of <u>Firm Energy</u></b>	<b>% of <u>BCP</u> <sup>(1)</sup></b>
<b>Schedule A and B Percentages</b>			
<b>Arizona:</b>			
Arizona Power Authority	18.3572%	18.0051%	18.1811%
<b>Nevada:</b>			
Colorado River Commission	18.3572%	22.2021%	20.2797%
U.S. (Boulder City)	0.9739%	1.6788%	1.3263%
 <b>California:</b>			
Anaheim	1.9477%	1.0912%	1.5195%
Azusa	0.1947%	0.1049%	0.1498%
Banning	0.0974%	0.0420%	0.0697%
Burbank	0.9800%	0.5582%	0.7691%
Colton	0.1461%	0.0839%	0.1150%
Glendale	0.9739%	1.5080%	1.2409%
Los Angeles	23.9022%	14.6517%	19.2770%
Metropolitan Water District of Southern California	12.0515%	27.1123%	19.5819%
Pasadena	0.9738%	1.2948%	1.1343%
Riverside	1.4608%	0.8184%	1.1396%
Southern California Edison Company	13.5123%	5.2609%	9.3866%
Vernon	1.0713%	0.5876%	0.8294%
<b>Total Schedule A and B</b>	<b>95.0000%</b>	<b>95.0000%</b>	<b>95.0000%</b>

<b>Schedule D Percentage</b>	<b>% of Contingent Capacity</b>	<b>% of Firm Energy</b>	<b>% of BCP <sup>(1)</sup></b>
<b>Arizona:</b>			
Arizona Power Authority (APA)	<b>1.4028%</b>	<b>1.4028%</b>	<b>1.4028%</b>
<b>Arizona Tribes:</b>			
Fort McDowell Yavapai Nation	0.0163%	0.0163%	0.0163%
Gila River Indian Community	0.1446%	0.1447%	0.1447%
Hualapai Indian Tribe	0.0184%	0.0184%	0.0184%
Kaibab Band of Paiute Indians	0.0060%	0.0060%	0.0060%
Navajo Tribal Utility Authority	0.1446%	0.1447%	0.1447%
Pascua Yaqui Tribe	0.0211%	0.0211%	0.0211%
Salt River Pima-Maricopa Indian Community	0.1446%	0.1447%	0.1447%
Tohono O'odham Nation	0.1306%	0.1306%	0.1306%
Tonto Apache Tribe	0.0121%	0.0121%	0.0121%
	<b>0.6383%</b>	<b>0.6385%</b>	<b>0.6384%</b>
<b>Schedule D Percentages</b>			
<b>Nevada:</b>			
Colorado River Commission (CRC)	<b>1.0610%</b>	<b>1.0609%</b>	<b>1.0609%</b>
<b>Nevada Tribes:</b>			
Las Vegas Paiute Tribe	0.0332%	0.0332%	0.0332%
<b>Schedule D Percentage</b>			
<b>California:</b>			
Agua Caliente Band of Cahuilla Indians	0.0699%	0.0699%	0.0699%
Anza Electric Cooperative, Inc.	0.0770%	0.0769%	0.0769%
Augustine Band of Cahuilla Indians	0.0231%	0.0231%	0.0231%
Bishop Paiute Tribe	0.0183%	0.0183%	0.0183%
Cabazon Band of Mission Indians	0.0484%	0.0484%	0.0484%
California Department of Water Resources	0.1446%	0.1447%	0.1447%
Chemehuevi Indian Tribe	0.0674%	0.0674%	0.0674%
City of Cerritos	0.1446%	0.1446%	0.1446%
City of Corona	0.1441%	0.1440%	0.1440%
City of Rancho Cucamonga	0.1446%	0.1446%	0.1446%
City of Victorville	0.1266%	0.1265%	0.1266%
Imperial Irrigation District	0.1446%	0.1447%	0.1447%
Morongo Band of Mission Indians	0.0529%	0.0530%	0.0529%

<b>Schedule D Percentage (continued)</b>	<b>% of Contingent Capacity</b>	<b>% of Firm Energy</b>	<b>% of BCP <sup>(1)</sup></b>
<b>California:</b>			
Pechanga Band of Luiseno Mission Indians	0.0964%	0.0965%	0.0964%
San Diego County Water Authority	0.0781%	0.0780%	0.0781%
San Luis Rey River Indian Water Authority	0.1446%	0.1447%	0.1447%
San Manuel Band of Mission Indians	0.1231%	0.1232%	0.1232%
Timbisha Shoshone Tribe	0.0057%	0.0057%	0.0057%
Torres Martinez Desert Cahuilla Indians	0.0800%	0.0800%	0.0800%
Twenty-Nine Palms Band of Mission Indians	0.0636%	0.0637%	0.0637%
Viejas Band of Kumeyaay Indians	0.0669%	0.0669%	0.0669%
	<b>1.8647%</b>	<b>1.8648%</b>	<b>1.8647%</b>
<b>Total Schedule D</b>	<b>5.0000%</b>	<b>5.0000%</b>	<b>5.0000%</b>

<sup>(1)</sup> The % of BCP equals the sum of the percent of Contingent Capacity plus the percent of Firm Energy divided by two.

Attachment 6.IA to  
Amended and Restated Boulder Canyon Project  
Implementation Agreement (Restated Agreement)  
Agreement No. 95-PAO-10616 (Western)  
Agreement No. 5-CU-30-P1128 (Reclamation)

**ATTACHMENT 6.IA**

**APPENDIX G OF THE 1995 IMPLEMENTATION AGREEMENT**

**APPENDIX G  
CONTINGENT CAPACITY, FIRM ENERGY,  
AND PROJECT PERCENTAGES**

For ease of understanding this Agreement and reference, the following table is meant to duplicate the Contractor's percentage entitlement to Contingent Capacity and Firm Energy pursuant to the Contracts. Contingent Capacity and Firm Energy are given equal weight in calculating the Contractor's Project percentage. When used in a formula in this Agreement, numbers expressed as a percent (i.e. 10.2345%) shall be interpreted to be the decimal equivalent (i.e. 0.102345).

	<u>% of Contingent Capacity</u>	<u>% of Firm Energy</u>	<u>% of Project (1)</u>
<b>Arizona:</b>			
Arizona Power Authority	19.3234%	18.9527%	19.1381%
<b>Nevada:</b>			
Colorado River Commission	19.3234%	23.3706%	21.3470%
U. S. (Boulder City)	1.0251%	1.7672%	1.3961%
<b>California:</b>			
Anaheim	2.0503%	1.1487%	1.5995%
Azusa	0.2050%	0.1104%	0.1577%
Banning	0.1025%	0.0442%	0.0733%
Burbank	1.0315%	0.5876%	0.8096%
Colton	0.1538%	0.0884%	0.1211%
Glendale	1.0251%	1.5874%	1.3063%
Los Angeles	25.1602%	15.4229%	20.2915%
Metropolitan Water District	12.6858%	28.5393%	20.6125%
Pasadena	1.0251%	1.3629%	1.1940%
Riverside	1.5377%	0.8615%	1.1996%
Southern California Edison	14.2235%	5.5377%	9.8806%
Vernon	1.1276%	0.6185%	0.8731%

(1) The % of Project equals the sum of the percent of Contingent Capacity plus the percent of Firm Energy divided by two.

Attachment 7.IA to  
Amended and Restated Boulder Canyon Project  
Implementation Agreement (Restated Agreement)  
Agreement No. 95-PAO-10616 (Western)  
Agreement No. 5-CU-30-P1128 (Reclamation)

**ATTACHMENT 7.IA**

**TABLE 7 FROM CALCULATIONS FOR  
REPAYABLE CAPITAL INVESTMENTS (REPAYABLE ADVANCES) FROM  
THE 1995 IMPLEMENTATION AGREEMENT**

Table # 7				
CALCULATION OF REPAYABLE CAPITAL INVESTMENTS				
(1)	(2)	(3)	(4)	(5)
Fiscal Year	Annual Replacement Amount to be Amortized	Sum of Annual Principal Payments Recovered Based on Amortization of Replacement Amount	Repayable Advance Amount Code (2 - 3)	Cumulative Repayable Advances
	\$	\$	\$	\$
<b>Historical Expense:</b>				
1989	1,744,871	1,959	1,742,912	1,742,912
1990	3,347,645	6,434	3,341,211	5,084,123
1991	2,240,603	10,015	2,230,588	7,314,711
1992	174,377	11,163	163,214	7,477,925
1993	2,708,728	17,090	2,691,638	10,169,563
1994	5,851,590	32,355	5,819,235	15,988,798
1995	5,832,686	48,110	5,784,576	21,773,374
1996	4,101,862	59,998	4,041,864	25,815,238
1997	21,460,909	119,743	21,341,166	47,156,405
1998	4,068,478	139,000	3,929,478	51,085,883
1999	2,799,682	158,828	2,640,854	53,726,737
2000	7,651,285	198,973	7,452,312	61,179,050
2001	3,290,264	223,406	3,066,858	64,245,907
2002	2,473,225	248,709	2,224,516	66,470,423
2003	3,153,914	278,634	2,875,080	69,345,503
2004	2,569,674	310,862	2,258,812	71,604,315
2005	2,639,725	344,197	2,295,528	73,899,843
2006	4,335,357	390,864	3,944,493	77,844,336
2007	3,318,829	433,385	2,885,444	80,729,780
2008	5,780,722	490,638	5,270,084	85,999,864
2009	6,908,500	561,286	6,347,214	92,347,078
2010	6,140,371	637,361	5,503,020	97,850,098
2011	6,283,219	716,769	5,566,450	103,416,548
2012	5,179,890	794,764	4,385,126	107,801,674
2013	6,449,341	900,218	5,549,123	113,350,797
2014	10,724,514	1,048,384	9,676,130	123,026,928
2015	7,320,125	1,165,716	6,154,409	129,181,337
<b>Subtotal</b>	<b>\$138,536,386</b>	<b>\$5,349,049</b>		<b>\$123,181,337</b>
2016	7,424,438	1,289,496	6,134,942	135,316,278
2017	11,101,440	1,448,395	9,653,045	144,969,323
2018	0	1,526,568	(1,526,568)	143,442,756
2019	0	1,609,432	(1,609,432)	141,833,324
2020	0	1,697,295	(1,697,295)	140,136,029
2021	0	1,790,484	(1,790,484)	138,345,544
2022	0	1,889,362	(1,889,362)	136,456,192
2023	0	1,994,272	(1,994,272)	134,461,921
2024	0	2,106,645	(2,106,645)	132,356,276
2025	0	2,223,902	(2,223,902)	130,132,374
2026	0	2,349,503	(2,349,503)	127,782,870
2027	0	2,482,944	(2,482,944)	125,299,926
2028	0	2,634,386	(2,634,386)	122,665,540
2029	0	2,785,970	(2,785,970)	119,879,570
2030	0	2,947,170	(2,947,170)	116,932,400
2031	0	3,118,634	(3,118,634)	113,813,766
2032	0	3,301,069	(3,301,069)	110,512,697
2033	0	3,495,224	(3,495,224)	107,017,472
2034	0	3,701,914	(3,701,914)	103,315,558

Table # 7				
CALCULATION OF REPAYABLE CAPITAL INVESTMENTS				
(1)	(2)	(3)	(4)	(5)
Fiscal Year	Annual Replacement Amount to be Amortized	Sum of Annual Principal Payments Recovered Based on Amortization of Replacement Amount	Repayable Advance Amount Cols (2 - 3)	Cumulative Repayable Advances
	\$	\$	\$	\$
2035	0	3,921,999	(3,921,999)	99,393,560
2036	0	4,156,410	(4,156,410)	95,237,150
2037	0	4,406,150	(4,406,150)	90,831,000
2038	0	4,685,875	(4,685,875)	86,145,124
2039	0	4,505,760	(4,505,760)	81,639,364
2040	0	4,767,517	(4,767,517)	76,871,847
2041	0	4,846,127	(4,846,127)	72,025,719
2042	0	5,108,748	(5,108,748)	66,916,972
2043	0	5,184,030	(5,184,030)	61,732,942
2044	0	5,048,113	(5,048,113)	56,684,829
2045	0	4,893,768	(4,893,768)	51,791,061
2046	0	4,840,158	(4,840,158)	46,950,903
2047	0	3,567,615	(3,567,615)	43,383,288
2048	0	3,445,256	(3,445,256)	39,938,032
2049	0	2,955,346	(2,955,346)	36,982,685
2050	0	3,081,479	(3,081,479)	33,901,206
2051	0	2,996,955	(2,996,955)	30,904,251
2052	0	2,972,362	(2,972,362)	27,931,889
2053	0	2,907,199	(2,907,199)	25,024,690
2054	0	2,885,209	(2,885,209)	22,139,481
2055	0	2,851,835	(2,851,835)	19,287,646
2056	0	2,739,056	(2,739,056)	16,548,590
2057	0	2,665,985	(2,665,985)	13,882,605
2058	0	2,457,149	(2,457,149)	11,425,456
2059	0	2,197,001	(2,197,001)	9,228,455
2060	0	1,988,376	(1,988,376)	7,240,079
2061	0	1,757,947	(1,757,947)	5,482,132
2062	0	1,575,267	(1,575,267)	3,906,865
2063	0	1,375,363	(1,375,363)	2,531,502
2064	0	1,003,463	(1,003,463)	1,528,039
2065	0	732,318	(732,318)	795,721
2066	0	447,520	(447,520)	348,201
2067	0	0	0	348,201
<b>Subtotal</b>	<b>\$157,856,264</b>	<b>\$156,708,063</b>		<b>\$348,201</b>

Notes:

Col. (1) This column provides the beginning year for amortization of the replacement expense

Col. (2) Provides, from Table #4, the replacement expense that is to be amortized.

Col. (3) Total annual principal amount, from Table #6, which would have been paid by the Contractors each year had appropriations been available to fund the replacement cost.

Col. (4) Displays the difference between the annual replacement expense to be amortized, shown in column (2), and the principal payments shown in column (3). The difference represents an amount funded by the Contractors that is in excess of the amount that would have been paid by the Contractors if replacement were funded by appropriations and amortized.

Col. (5) This is the reimbursement due to the present Hoover Power Contractors by the Post-2017 Contractors having a payment obligation as set out in Section 6.4, of the Boulder Canyon Project Implementation Agreement.

Attachment 8.IA to  
Amended and Restated Boulder Canyon Project  
Implementation Agreement (Restated Agreement)  
Agreement No. 95-PAO-10616 (Western)  
Agreement No. 5-CU-30-P1128 (Reclamation)

**ATTACHMENT 8.IA**

**CALCULATIONS FOR REPLACEMENTS AND REPAYABLE CAPITAL  
INVESTMENTS FROM THE 2016 RESTATED AGREEMENT**

TABLE #1  
SUMMARY OF BOULDER CANYON PROJECT REPLACEMENTS

ITEM NO.	DESCRIPTION	AMORT. CLASS	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
			\$	\$	\$	\$	\$	\$	\$	\$	\$
1	Drum Gate Control Valve	Annual		115,000	620,000						
2	Generator Coolers	Annual	481,000	504,000	528,000	579,000	581,000	610,000	639,000	670,000	702,000
3	Stainless Steel Wicket Gates	Annual	510,000								
4	Drum Gate Repair & Components	Annual	1,850,000	2,547,000	2,674,000	2,703,000	1,435,000				
5	A2, A4, A7, PRV Modernization	Annual	801,000								
6	Flow Meter	Annual	870,000	177,000	177,000	177,000					
7	Hoover 16.5 KV Generator Breaker	Annual	5,250,000	1,350,000							
8	Elevator Motor and Controller	Annual	1,340,000	1,290,000	920,000						
9	Wastewater Treatment Facility	Annual		170,000	2,900,000						
10	Hoover-Mead Consolidation	Multi-yr	800,000	1,000,000	400,000						
11	Jet Flow Gates - Install/Design	Multi-yr	100,000	70,000							
12	Station/Domestic Water Systems	Multi-yr		900,000	400,000	150,000					
<b>TOTAL REPLACEMENTS COST REPAYABLE TO U.S. TREASURY</b>			<b>\$12,002,000</b>	<b>\$8,123,000</b>	<b>\$8,619,000</b>	<b>\$3,609,000</b>	<b>\$2,016,000</b>	<b>\$610,000</b>	<b>\$639,000</b>	<b>\$670,000</b>	<b>\$702,000</b>

\* This table compiles all replacements from the Final Ten Year Operating Plan and identifies them as an Annual or Multi-Year Replacement.

\* Annual Replacement: Replacement items placed into service in the same year expenditures are made.

\* Multi-Year Replacement: Replacement items not placed into service in the year expenditures are made.

**TABLE #2**  
**CALCULATION OF INTEREST DURING CONSTRUCTION (IDC)**  
**FOR REPLACEMENTS NOT PLACED IN SERVICE IN THE**  
**FISCAL YEAR EXPENDITURE IS MADE**

BEGINNING IN FY 2018 MULTI-YEAR REPLACEMENTS W/IDC								
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
Fiscal Year	Item No.	Replacement Description	Replacement Expenditure	96% of Replacement Expenditure	Current Interest Rate	Annual IDC	End of Period Expenditure	Multi-Year Total For Amortization
2018	10	Hoover-Mead Cons	800,000	768,000	3.375%	12,960	780,960	
2019	10		1,000,000	960,000	3.375%	42,557	1,783,517	
2020	10		400,000	384,000	3.375%	66,674	2,234,191	
2021	10	Amort Start Year	2,200,000	2,112,000		122,191	2,234,191	\$2,234,191

**TABLE #2**  
**CALCULATION OF INTEREST DURING CONSTRUCTION (IDC)**  
**FOR REPLACEMENTS NOT PLACED IN SERVICE IN THE**  
**FISCAL YEAR EXPENDITURE IS MADE**

BEGINNING IN FY 2019 MULTI-YEAR REPLACEMENTS W/IDC								
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
Fiscal Year	Item No.	Replacement Description	Replacement Expenditure	96% of Replacement Expenditure	Current Interest Rate	Annual IDC	End of Period Expenditure	Multi-Year Total For Amortization
2020	12		400,000	384,000	3.500%	37,489	1,300,609	
2021	12		150,000	144,000	3.500%	48,041	1,492,650	
2022	12	Amort Start Year	1,450,000	1,392,000		100,650	1,492,650	\$1,492,650

**TABLE #2**  
**CALCULATION OF INTEREST DURING CONSTRUCTION (IDC)**  
**FOR REPLACEMENTS NOT PLACED IN SERVICE IN THE**  
**FISCAL YEAR EXPENDITURE IS MADE**

BEGINNING IN FY 2018 MULTI-YEAR REPLACEMENTS W/IDC								
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
Fiscal Year	Item No.	Replacement Description	Replacement Expenditure	96% of Replacement Expenditure	Current Interest Rate	Annual IDC	End of Period Expenditure	Multi-Year Total For Amortization
2018	11	Jet Flow Gates	100,000	96,000	3.375%	1,620	97,620	
2019	11		70,000	67,200	3.375%	4,429	169,249	
2020	11	Amort Start Year	170,000	163,200		6,049	169,249	\$169,249

\* This table is linked to Table #1 and calculates IDC on each Multi-Year Replacement.

- (1) Beginning and final year for each multi-year replacement, as well as, the year amortization of the replacement expense will begin.
- (2) Item Number of the multi-year replacement.
- (3) Description of the multi-year replacement activity.
- (4) Actual cost of each multi-year replacement.
- (5) 96% of the Replacement Expenditure as specified in section 20.3.2 of the Restated Agreement.
- (6) Current interest rate for each fiscal year, as determined in accordance with repayable interest rates as provided by the Department of the Interior.
- (7) Interest During Construction calculation based on a twelve month period. IDC is the product of column (5) and (6) multiplied by half an annual interest period plus the product of the previous year's amount, if any, in column (8) and (6).
- (8) Accumulation of the sum of columns (5) and (7).
- (9) Total amount, inclusive of IDC, that is to be amortized. The amount and fiscal year are inputted to Table #4.

**TABLE #3  
REPLACEMENTS PLACED IN SERVICE IN THE  
SAME FISCAL YEAR EXPENDITURE IS MADE**

<b>FY 2018</b>					
<b>ANNUAL REPLACEMENTS W/O IDC</b>					
<b>(1)</b>	<b>(2)</b>	<b>(3)</b>	<b>(4)</b>	<b>(5)</b>	<b>(6)</b>
<b>Fiscal Year</b>	<b>Item No.</b>	<b>Replacement Description</b>	<b>Annual Replacement Cost</b>	<b>96% of Annual Replacement Cost</b>	<b>Cumulative Annual Total For Amortization</b>
2018	2	Generator Coolers	481,000	461,760	461,760
2018	3	Stainless Steel Wicket Gates	510,000	489,600	951,360
2018	4	Drum Gate Repair & Components	1,850,000	1,776,000	2,727,360
2018	5	A2, A4, A7, PRV Modernization	801,000	768,960	3,496,320
2018	6	Flow Meter	870,000	835,200	4,331,520
2018	7	Hoover 16.5 KV Generator Breaker	5,250,000	5,040,000	9,371,520
2018	8	Elevator Motor and Controller	1,340,000	1,286,400	10,657,920
2019		Annual Amort Start Year Total			\$10,657,920

<b>FY 2019</b>					
<b>ANNUAL REPLACEMENTS W/O IDC</b>					
<b>(1)</b>	<b>(2)</b>	<b>(3)</b>	<b>(4)</b>	<b>(5)</b>	<b>(6)</b>
<b>Fiscal Year</b>	<b>Item No.</b>	<b>Replacement Description</b>	<b>Annual Replacement Cost</b>	<b>96% of Annual Replacement Cost</b>	<b>Cumulative Annual Total For Amortization</b>
2019	1	Drum Gate Control Valve	115,000	110,400	110,400
2019	2	Generator Coolers	504,000	483,840	594,240
2019	4	Drum Gate Repair & Components	2,547,000	2,445,120	3,039,360
2019	6	Flow Meter	177,000	169,920	3,209,280
2019	7	Hoover 16.5 KV Generator Breaker	1,350,000	1,296,000	4,505,280
2019	8	Elevator Motor and Controller	1,290,000	1,238,400	5,743,680
2019	9	Wastewater Treatment Facility	170,000	163,200	5,906,880
2020		Annual Amort Start Year Total			\$5,906,880

\* This table is linked to Table #1 and calculates 96% on each Annual Replacement.

- (1) Fiscal year of each annual replacement, as well as, the year amortization of the replacement expense will begin.
- (2) Item Number of the annual replacement.
- (3) Description of the annual replacement.
- (4) Actual cost of each annual replacement.
- (5) 96% of the Replacement Expenditure as specified in section 20.3.2 of the Restated Agreement.
- (6) Accumulation of the sum of column (5). The amount and fiscal year are inputted to Table #4.

**TABLE #4  
SUMMARY OF AMORTIZATION AMOUNTS**

(1)	(2)	(3)	(4)	(5)
Amortization Start Year	Multi-Year Replacement Total	Annual Replacement Total	Replacement Capital Investments (Total Amount to be Amortized)	Interest Rate
2018	0	0	0	3.375%
2019	0	10,657,920	10,657,920	3.500%
2020	169,249	5,906,880	6,076,129	3.375%
2021	2,234,191	7,506,240	9,740,431	3.125%
2022	1,492,650	3,320,640	4,813,290	3.000%
2023	0	1,935,360	1,935,360	3.000%
2024	0	585,600	585,600	3.000%
2025	0	613,440	613,440	3.000%
2026	0	643,200	643,200	3.000%
<b>Total</b>	<b>\$3,896,090</b>	<b>\$31,169,280</b>	<b>\$35,065,370</b>	

\* This table is linked to Table #2 and Table #3 and compiles the total amortization dollars for both Multi-Year and Annual Replacements.

- (1) Start year for amortization of replacement expenditures.
- (2) Multi-Year Replacement expenditures to be amortized, from Table #2, column (9).
- (3) Annual Replacement expenditures to be amortized, from Table #3, column (6).
- (4) Sum of columns (2) and (3). The amount is inputted in Table #5.
- (5) Current interest rate for each fiscal year, as determined in accordance with repayable interest rates as provided by the Department of the Interior.

**TABLE #5  
AMORTIZATION TABLES FOR  
REPLACEMENT CAPITAL INVESTMENTS**

FY 2019					
Amount to be Amortized		\$10,657,920			
Yearly Interest		3.500%			
Amortization Period		50 Years			
Principal & Interest Payment		\$454,387			
(1)	(2)	(3)	(4)	(5)	(6)
Fiscal Year	BOP Remaining Principal \$	Payments			EOP Remaining Principal \$
		P&I \$	Interest \$	Principal \$	
2019	10,657,920	454,387	373,0	81,359	10,576,561
2020	10,576,561	454,387	370,1	84,207	10,492,353
2021	10,492,353	454,387	367,2	87,154	10,405,199
2022	10,405,199	454,387	364,1	90,205	10,314,994
2023	10,314,994	454,387	361,0	93,362	10,221,633
2024	10,221,633	454,387	357,7	96,630	10,125,003
2025	10,125,003	454,387	354,3	100,012	10,024,992
2026	10,024,992	454,387	350,8	103,512	9,921,480
2027	9,921,480	454,387	347,2	107,135	9,814,345
2028	9,814,345	454,387	343,5	110,885	9,703,460
2029	9,703,460	454,387	339,6	114,766	9,588,695
2030	9,588,695	454,387	335,6	118,782	9,469,912
2031	9,469,912	454,387	331,4	122,940	9,346,972
2032	9,346,972	454,387	327,1	127,243	9,219,730
2033	9,219,730	454,387	322,6	131,696	9,088,034
2034	9,088,034	454,387	318,0	136,305	8,951,728
2035	8,951,728	454,387	313,3	141,076	8,810,652
2036	8,810,652	454,387	308,3	146,014	8,664,638
2037	8,664,638	454,387	303,2	151,124	8,513,514
2038	8,513,514	454,387	297,9	156,414	8,357,100
2039	8,357,100	454,387	292,4	161,888	8,195,212
2040	8,195,212	454,387	286,8	167,554	8,027,658
2041	8,027,658	454,387	280,9	173,419	7,854,239
2042	7,854,239	454,387	274,8	179,488	7,674,751
2043	7,674,751	454,387	268,6	185,770	7,488,980
2044	7,488,980	454,387	262,1	192,272	7,296,708
2045	7,296,708	454,387	255,3	199,002	7,097,706
2046	7,097,706	454,387	248,4	205,967	6,891,739
2047	6,891,739	454,387	241,2	213,176	6,678,563
2048	6,678,563	454,387	233,7	220,637	6,457,927
2049	6,457,927	454,387	226,0	228,359	6,229,567
2050	6,229,567	454,387	218,0	236,352	5,993,216
2051	5,993,216	454,387	209,7	244,624	5,748,591
2052	5,748,591	454,387	201,2	253,186	5,495,405
2053	5,495,405	454,387	192,3	262,047	5,233,358
2054	5,233,358	454,387	183,1	271,219	4,962,139
2055	4,962,139	454,387	173,6	280,712	4,681,427
2056	4,681,427	454,387	163,8	290,537	4,390,890
2057	4,390,890	454,387	153,6	300,706	4,090,185
2058	4,090,185	454,387	143,1	311,230	3,778,955
2059	3,778,955	454,387	132,2	322,123	3,456,831
2060	3,456,831	454,387	120,9	333,398	3,123,434
2061	3,123,434	454,387	109,3	345,066	2,778,367
2062	2,778,367	454,387	97,2	357,144	2,421,223
2063	2,421,223	454,387	84,7	369,644	2,051,580
2064	2,051,580	454,387	71,8	382,581	1,668,998
2065	1,668,998	454,387	58,4	395,972	1,273,026
2066	1,273,026	454,387	44,5	409,831	863,196
2067	863,196	454,387	30,2	424,175	439,021
2068	439,021	454,387	15,3	439,021	0
2069	0	0	0	0	0
<b>Total</b>		<b>\$22,719,333</b>	<b>\$12,061,413</b>	<b>\$10,657,920</b>	

**TABLE #5  
AMORTIZATION TABLES FOR  
REPLACEMENT CAPITAL INVESTMENTS**

FY 2020					
Amount to be Amortized		\$6,076,1293			
Yearly Interest		375%			
Amortization Period		50 Years			
Principal & Interest Payment		\$253,236			
(1)	(2)	(3)	(4)	(5)	(6)
Fiscal Year	BOP Remaining Principal \$	Payments			EOP Remaining Principal \$
		P&I \$	Interest \$	Principal \$	
2019	0	0	0	0	0
2020	6,076,129	253,236	205,069	48,167	6,027,962
2021	6,027,962	253,236	203,444	49,793	5,978,169
2022	5,978,169	253,236	201,763	51,473	5,926,696
2023	5,926,696	253,236	200,026	53,210	5,873,486
2024	5,873,486	253,236	198,230	55,006	5,818,479
2025	5,818,479	253,236	196,374	56,863	5,761,617
2026	5,761,617	253,236	194,455	58,782	5,702,835
2027	5,702,835	253,236	192,471	60,766	5,642,069
2028	5,642,069	253,236	190,420	62,817	5,579,253
2029	5,579,253	253,236	188,300	64,937	5,514,316
2030	5,514,316	253,236	186,108	67,128	5,447,188
2031	5,447,188	253,236	183,843	69,394	5,377,794
2032	5,377,794	253,236	181,501	71,736	5,306,058
2033	5,306,058	253,236	179,079	74,157	5,231,901
2034	5,231,901	253,236	176,577	76,660	5,155,241
2035	5,155,241	253,236	173,989	79,247	5,075,994
2036	5,075,994	253,236	171,315	81,922	4,994,073
2037	4,994,073	253,236	168,550	84,686	4,909,386
2038	4,909,386	253,236	165,692	87,545	4,821,842
2039	4,821,842	253,236	162,737	90,499	4,731,343
2040	4,731,343	253,236	159,683	93,554	4,637,789
2041	4,637,789	253,236	156,525	96,711	4,541,078
2042	4,541,078	253,236	153,261	99,975	4,441,103
2043	4,441,103	253,236	149,887	103,349	4,337,754
2044	4,337,754	253,236	146,399	106,837	4,230,916
2045	4,230,916	253,236	142,793	110,443	4,120,474
2046	4,120,474	253,236	139,066	114,170	4,006,303
2047	4,006,303	253,236	135,213	118,024	3,888,279
2048	3,888,279	253,236	131,229	122,007	3,766,272
2049	3,766,272	253,236	127,112	126,125	3,640,148
2050	3,640,148	253,236	122,855	130,381	3,509,766
2051	3,509,766	253,236	118,455	134,782	3,374,985
2052	3,374,985	253,236	113,906	139,331	3,235,654
2053	3,235,654	253,236	109,203	144,033	3,091,621
2054	3,091,621	253,236	104,342	148,894	2,942,727
2055	2,942,727	253,236	99,317	153,919	2,788,807
2056	2,788,807	253,236	94,122	159,114	2,629,693
2057	2,629,693	253,236	88,752	164,484	2,465,209
2058	2,465,209	253,236	83,201	170,036	2,295,173
2059	2,295,173	253,236	77,462	175,774	2,119,399
2060	2,119,399	253,236	71,530	181,707	1,937,692
2061	1,937,692	253,236	65,397	187,839	1,749,853
2062	1,749,853	253,236	59,058	194,179	1,555,674
2063	1,555,674	253,236	52,504	200,732	1,354,942
2064	1,354,942	253,236	45,729	207,507	1,147,435
2065	1,147,435	253,236	38,726	214,510	932,924
2066	932,924	253,236	31,486	221,750	711,174
2067	711,174	253,236	24,002	229,234	481,940
2068	481,940	253,236	16,265	236,971	244,969
2069	244,969	253,236	8,268	244,969	0
<b>Total</b>		<b>\$12,661,820</b>	<b>\$6,585,691</b>	<b>\$6,076,129</b>	

\* This table is linked to Table #4 and calculates the Amortization Tables (Principal & Interest) for each fiscal year.

TABLE #6

**PRINCIPAL PAYMENTS REQUIRED IF REPLACEMENT CAPITAL INVESTMENTS  
WERE FUNDED BY APPROPRIATIONS**

(1)	(2)	(3)
Fiscal Year	Sum of Annual Principal Payments from Amortization Tables \$	Cumulative Principal Payments \$
<u>Historical Expense:</u>		
2019	81,359	81,359
2020	132,374	213,734
<b>Subtotal</b>	<b>\$213,734</b>	<b>\$213,734</b>
<u>Budgeted Expense:</u>		
2021	136,947	350,681
2022	141,678	492,358
2023	146,572	638,931
2024	151,636	790,566
2025	156,874	947,441
2026	162,294	1,109,735

\* This table is linked to Table #5 and sums the Annual and Cumulative Principal Payments.

- (1) Fiscal Year of Principal Payments.
- (2) Total annual principal which would have been paid each fiscal year by the Contractors, representing the capital recovered annually by the United States if all replacements had been funded by appropriations.
- (3) Accumulation of the sum of column (2).

**TABLE #7**

**CALCULATION OF REPAYABLE CAPITAL INVESTMENT AMOUNTS**

(1)	(2)	(3)	(4)	(5)
Fiscal Year	Annual Replacement Capital Investments to be Amortized \$	Sum of Annual Principal Payments Recovered Based on Amortization Replacement Capital Investment Amount \$	Repayable Capital Investment Amount \$	Cumulative Repayable Capital Investment \$
<b>Historical Expense:</b>				
2019	10,657,920	81,359	10,576,561	10,576,561
2020	6,076,129	132,374	5,943,755	16,520,315
<b>Subtotal</b>	<b>\$16,734,049</b>	<b>\$213,734</b>	<b>\$16,520,315</b>	<b>\$16,520,315</b>
<b>Budgeted Expense:</b>				
2021	9,740,431	136,947	9,603,484	26,123,799
2022	4,813,290	141,678	4,671,612	30,795,412
2023	1,935,360	146,572	1,788,788	32,584,199
2024	585,600	151,636	433,964	33,018,164
2025	613,440	156,874	456,566	33,474,729
2026	643,200	162,294	480,906	33,955,635

\* This table is linked to Table #4 and Table #6 and sums the total Repayable Capital Investments.

- (1) Fiscal Year of Repayable Capital Investments.
- (2) Replacement expense that is to be amortized; from Table #4, column (4).
- (3) Total annual principal amount which would have been paid each fiscal year by the Contractors, if all replacements had been funded by appropriations; from Table #6, column (2).
- (4) Difference between columns (2) and (3) representing the annual Repayable Capital Investments.
- (5) Accumulation of the sum of column (4) representing the total Repayable Capital Investments.

Attachment 9.IA to  
Amended and Restated Boulder Canyon Project  
Implementation Agreement (Restated Agreement)  
Agreement No. 95-PAO-10616 (Western)  
Agreement No. 5-CU-30-P1128 (Reclamation)

**ATTACHMENT 9.IA**

**BOULDER CANYON PROJECT TEN YEAR OPERATING PLAN**

## **ATTACHMENT 9.IA**

### **BCP TEN YEAR OPERATING PLAN**

- 1. BCP TEN YEAR OPERATING PLAN:** The plan will be organized into a report containing the following sections and information unless Reclamation and Western, in coordination with the E&OC, agree otherwise.
- 2. BUREAU OF RECLAMATION:** This section of the report will contain information applicable to Reclamation.

#### **SECTION 1 – INTRODUCTION AND HIGHLIGHTS**

This section contains a narrative summary of Reclamation’s BCP Ten Year Operating Plan with supporting tables, charts, and graphs, as appropriate.

#### **SECTION 2 – ORGANIZATION CHART**

This section contains Reclamation’s organization chart with staffing projections.

#### **SECTION 3 – BUDGET SUMMARY**

This section contains an overall picture of Reclamation and Western’s proposed budget and revenues.

#### **SECTION 4 – OPERATION, MAINTENANCE, AND A&GE BUDGET SUMMARY**

This section provides information regarding Reclamation’s planned operation and maintenance program, including administrative and general costs. This section will include: Reclamation’s projected budget for the current Fiscal Year and for the next nine (9) Fiscal Years; staffing projections; overhead costs; BCP ten year maintenance outage schedule; and justification for any projected increase.

#### **SECTION 5 – EXTRAORDINARY MAINTENANCE, REPLACEMENTS, ADDITIONS, AND BETTERMENTS BUDGET SUMMARY**

This section provides information regarding Reclamation’s planned extraordinary maintenance, replacements, additions, and betterments for the current Fiscal Year and for the next nine (9) Fiscal Years. The first five (5) years of data will be provided based on specific replacement programs. The second five (5) years of data will be provided on the basis of strategic planning processes with known items costing \$750,000 or more specifically identified. The program summaries provide information describing the substantial costs, schedule, and goals of the program for

the ten year planning period. A program report provides the following information for each item in the plan:

- a) Description of the item.
- b) Estimated Cost of the item.
- c) Schedule for the item.
- d) Justification for the item. Examples of justifications could be as follows: test reports; data analysis; maintenance costs and repair frequency; criteria and assumptions used to identify the need; probability of equipment failure without action in the time period shown; cost and resulting impact from failure of action; cost/benefit analysis; emergencies; changes in laws and regulations; unavailability of spare parts; and any other pertinent information or analysis.

## **SECTION 6 - VISITOR SERVICES BUDGET SUMMARY**

This section provides information regarding: the planned visitor facility program for the current Fiscal Year and for the next nine (9) Fiscal Years; staffing projections related to visitor services; projections of the operation and maintenance costs for visitor services; and justification for any projected increase. This section of the report provides projections of any capital expenditures to be made in support of visitor services and provides supporting justification for any projected expenditure. This section of the report provides projections of revenues to be received from visitor services.

## **SECTION 7 - HISTORIC DATA**

This section contains tables, graphs, charts, and narrative discussions, as appropriate, regarding historic operating statistics for the BCP for the most recently completed five (5) Fiscal Years for the following categories:

- A. Staffing Levels
- B. Operation and Maintenance:
  - (a) Reclamation Operation Line Items and Costs
  - (b) Reclamation Maintenance Line Items and Costs
- C. Administrative and General:
  - (a) Reclamation Administrative and General Costs
- D. Extraordinary Maintenance:
  - (a) Reclamation Extraordinary Maintenance Line Items and Costs

- E. Replacements, Additions and Betterments:
  - (a) Reclamation Replacement Line Items and Costs
  - (b) Reclamation Additions and Betterments Line Items and Costs
- F. Visitor Services
  - (a) Visitor Levels
  - (b) Visitor Service Revenues
  - (c) Visitor Facilities Operation and Maintenance Line Items and Costs
  - (d) Visitor Facilities Replacements, Additions and Betterments Costs
- G. Generation:
  - (a) Hydrology
  - (b) Generation Output
  - (c) Generating Unit Availability Factors
  - (d) Outage Schedules and Causes
  - (e) Plant Efficiency Factors

**SECTION 8 - BUDGET EXPENDITURES**

This section contains Reclamation’s most recently completed Fiscal Year Fund Utilization Report.

**SECTION 9 - HYDROLOGY AND GENERATION PROJECTIONS**

This section contains projections of generation output, outflow from Lake Mead and Lake Mead elevation for the current Fiscal Year and for the next nine (9) Fiscal Years. It also contains supporting information identifying the methodology and assumptions used to develop the projections.

**SECTION 10 – APPENDIX A: TRC REPORT AND RESPONSES**

This section contains the TRC Recommendations Report submitted to the E&OC by the Contractors and the associated responses from Reclamation and Western.

- 3. **WESTERN AREA POWER ADMINISTRATION:** This section will contain information applicable to Western.

## **SECTION 11 – INTRODUCTION AND HIGHLIGHTS**

This section contains a narrative summary of Western’s BCP Ten Year Operating Plan with supporting tables, charts, and graphs, as appropriate.

## **SECTION 12 – ORGANIZATION CHART**

This section contains Western’s organization chart with staffing projections.

## **SECTION 13 – OPERATIONS, MAINTENANCE, & REPLACEMENTS**

This section provides information regarding Western’s planned operation and maintenance program, facility expenses and system wide expenses. This section will include Western’s projected budget for the current Fiscal Year and for the next nine (9) Fiscal Years overhead costs; and justification for any projected increase.

This section also provides information regarding Western’s planned retirements, replacements, additions, and Mead Common Facilities projects for the current Fiscal Year and for the next nine (9) Fiscal Years. Specific projects will be included in years that have already been determined. The remaining data will be provided on the basis of strategic planning processes to identify projected amounts for projects to be determined at a later date

## **SECTION 14 - HISTORIC DATA**

This section contains tables, graphs, charts, and narrative discussions, as appropriate, regarding historic operating statistics for the most recently completed five (5) Fiscal Years for the following categories:

- A. Staffing Levels
- B. Operation and Maintenance:
  - (a) Western Operation Line Items and Costs
  - (b) Western Maintenance Line Items and Costs
  - (c) Western Extraordinary Maintenance Line Items and Costs
- C. Administrative and General:
  - (a) Western Administrative and General Costs
  - (b) General Western Allocation Costs
- D. Retirements, Replacements, and Additions:
  - (a) Western Replacement Line Items and Costs

- (b) Western Retirement and Addition Line Items and Costs
- E. Multi-Project Allocations
  - (a) Multi-Project Expenses distributed to the BCP by other Western projects
  - (b) Multi-Project Revenues Received by the BCP from other Western projects
- F. Generation:
  - (a) Revenues from Sale of Electric Power

## **SECTION 15 - BUDGET EXPENDITURES**

This section contains Western's most recently completed Fiscal Year Budget Execution Report.

## **SECTION 16 - MULTI-PROJECT PROGRAM**

This section provides information regarding the planned Multi-Project Program for the current Fiscal Year and for the next nine (9) Fiscal Years; projections of multi-project costs to be paid to other Western projects and supporting documentation identifying the methodology and assumptions used to derive those projections; and projection of multi-project revenues to be received from other Western projects and supporting documentation identifying the methodology and assumptions used to derive those projections.

## **SECTION 17 - PRELIMINARY POWER REPAYMENT STUDY**

This section contains a preliminary PRS projecting BCP rates utilizing the projected costs, revenues, and power sales contained in the previous sections of the BCP Ten Year Operating Plan and supporting work papers including investment repayment calculations, and interest during construction calculations.

## **SECTION 18 – REPLACEMENT CALCULATION**

This section contains the previous year's calculation of repayable replacement amounts for the BCP.

### **4. BCP TEN YEAR OPERATING PLAN DEVELOPMENT:**

- 4.1 Reclamation and Western will meet with the TRC, in September of each year, unless otherwise agreed to by the TRC Representatives, to present and discuss the Preliminary BCP Ten Year Operating Plan. The Preliminary BCP Ten Year

Operating Plan shall be mailed, or sent by means agreed to by the Representatives, to the E&OC ten (10) working days prior to the scheduled meeting.

- 4.2 The Contractor Representatives of the TRC shall prepare a report of recommendations for the E&OC on the Preliminary BCP Ten Year Operating Plan prior to the E&OC meeting that follows the TRC meeting. Reclamation and Western will provide responses to and consideration of the recommendations of the TRC for the inclusion and development of the Final BCP Ten Year Operating Plan.
- 4.3 The E&OC shall prepare and submit final comments to Reclamation and Western regarding the Preliminary BCP Ten Year Operating Plan within three (3) working days following the E&OC meeting.
- 4.4 Reclamation and Western shall prepare and submit a draft "Section 10: Appendix A: TRC Report and Responses" to the E&OC including responses to the recommendations and comments in paragraph 4.3 by December 1 of each year.
- 4.5 The E&OC, Reclamation and Western shall work together to finalize the Appendix A and address any other comments prior to finalizing the Final BCP Ten Year Operating Plan.
- 4.6 Reclamation and Western shall prepare and submit to the E&OC the Final BCP Ten Year Operating Plan by February 1<sup>st</sup> of each year.
- 4.7 The E&OC shall review the Final BCP Ten Year Operating Plan. Each E&OC Representative will be provided an opportunity to identify, in writing, concerns with the Final BCP Ten Year Operating Plan within fifteen (15) days of receipt.
- 4.8 Reclamation and Western shall respond in writing within thirty (30) days to any concerns expressed by any E&OC Representative regarding the Final BCP Ten Year Operating Plan.

Attachment 10.IA to  
Amended and Restated Boulder Canyon Project  
Implementation Agreement (Restated Agreement)  
Agreement No. 95-PAO-10616 (Western)  
Agreement No. 5-CU-30-P1128 (Reclamation)

**ATTACHMENT 10.IA**

**BOULDER CANYON PROJECT ELECTRIC SERVICE CONTRACTORS**

## ATTACHMENT 10.IA

### BOULDER CANYON PROJECT ELECTRIC SERVICE CONTRACTORS

Agua Caliente Band of Cahuilla Indians  
Anza Electric Cooperative, Inc.  
Arizona Power Authority  
Augustine Band of Cahuilla Indians  
Bishop Paiute Tribe  
Cabazon Band of Mission Indians  
California Department of Water Resources  
Chemehuevi Indian Tribe  
City of Anaheim, California  
City of Azusa, California  
City of Banning, California  
City of Burbank, California  
City of Cerritos, California  
City of Colton, California  
City of Corona, California  
City of Glendale, California  
City of Los Angeles, California  
City of Pasadena, California  
City of Rancho Cucamonga, California  
City of Riverside, California  
City of Vernon, California  
City of Victorville, California  
Colorado River Commission of Nevada  
Fort McDowell Yavapai Nation  
Gila River Indian Community  
Hualapai Indian Tribe  
Imperial Irrigation District  
Kaibab Band of Paiute Indians  
Las Vegas Paiute Tribe  
Metropolitan Water District of Southern California  
Morongo Band of Mission Indians  
Navajo Tribal Utility Authority  
Pascua Yaqui Tribe  
Pechanga Band of Luiseno Mission Indians  
Salt River Pima-Maricopa Indian Community  
San Diego County Water Authority  
San Luis Rey River Indian Water Authority  
San Manuel Band of Mission Indians  
Southern California Edison Company  
Timbisha Shoshone Tribe  
Tohono O'odham Nation  
Tonto Apache Tribe  
Torres Martinez Desert Cahuilla Indians  
Twenty-Nine Palms Band of Mission Indians  
United States, for Boulder City  
Viejas Band of Kumeyaay Indians



## STAFF REPORT

DATE: AUGUST 2, 2016  
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
 FROM: BILL SMITH, CITY MANAGER  
 PREPARED BY: DAVID X. KOLK, Ph.D., UTILITY DIRECTOR  
 SUBJECT: AWARD OF CONTRACT TO PREFERRED POWER, INC. FOR AGUA MANSA POWER PLANT 2500 KVA TRANSFORMER REPLACEMENT

### RECOMMENDED ACTION

It is recommended that the Colton City Council; (1) award a contract to Preferred Power Solutions, Inc. to engineer, install and test a new 2500KVA 13.8KV/480V replacement transformer and construction of oil containment system for the transformer at the Agua Mansa Power Plant in the amount not-to-exceed 264,874.00; and (2) authorize the City Manager to execute the contract documents.

### BACKGROUND

In March 2015, the Agua Mansa Power Plant (AMPP) experienced failures of the two 2500 KVA 13.8KV/480V dry-type transformers, causing the facility to be offline until repairs could be made. The AMPP operator and City staff were able to temporarily connect two large distribution transformers, from our inventory, to allow the generator to operate during the testing and repair of the failed equipment. These transformers are able to meet a short-term fix to the problem but are not a suitable to maintain long term reliability.

One of the transformers was able to be repaired at a relatively minimal cost and has since been placed back in operation. The second transformer is unable to be repaired and needs to be completely replaced. Due to the ambient weather in the region, Colton's plant operator, along with the transformer manufacturers have recommended that the transformer be replaced with an oil type transformer. This type of transformer has a longer life expectancy and will provide a higher level of reliability to the system. Because the new transformer will be oil filled, an oil containment system will also need to be designed and installed to prevent any leakage of the liquid into the ground or possibly into the Santa Ana River in the event of a spill.

## **ISSUES/ANALYSIS**

Staff issued a Request for Proposals (RFP), for professional engineering services to engineer, procure, install, and test a new 2500KVA 13.8KV/480V transformer and construction of an oil containment system at the AMPP, on May 10, 2016. The RFP was posted on BidNet, the City's online bid system. BidNet notified 193 registered vendors of the bid opportunity. Potential bidders were allowed to submit questions through June 10, 2016, and sealed proposals were due to the City no later than 5:00PM on June 27, 2016.

Two proposals were received. The proposed price submitted by each contract is shown below:

Asplundh Construction Corporation (Long Beach, CA)	\$307,423.00
Preferred Power Solutions, Inc. (Bakersfield, CA)	\$264,874.00

The RFP document listed nine criteria in which the proposals would be evaluated. These criteria included the respondent's experience, approach to the project, content and quality of the proposal, qualifications of individuals assigned to the project, reasonableness of schedule, demonstrated success of completion on similar projects for public agencies, exceptions to the proposed contract language, specific methods and techniques, and reasonableness of cost. Both contractors were deemed to have the necessary qualifications and a thorough understanding of the scope of work to be provided. Both proposals are considered responsive and responsible. Staff is recommending that a contract be awarded to lowest bidder, Preferred Power Solutions, Inc., in the amount of \$264,874.00

## **FISCAL IMPACT**

Funds were included in the Electric Department Agua Mansa Power Plant operational budget and are available in Account Number 520-8000-8009-2225-0548-000.

## **ALTERNATIVES**

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

## **ATTACHMENTS**

1. Short Form Construction Contract with Preferred Power Solutions, Inc.

# ATTACHMENT 1

**CITY OF COLTON  
SHORT-FORM CONSTRUCTION CONTRACT**

**AGUA MANSA POWER PLANT 2500 KVA 13.8KV/480V REPLACEMENT  
TRANSFORMER AND OIL CONTAINMENT PROJECT**

**1. PARTIES AND DATE.**

This Contract is made and entered into this 2nd day of August, 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 Preferred Power Solutions, a corporation with its principal place of business at 1400 Easton Road, Suite 116, Bakersfield, CA 93309 (“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 electrical engineering, design, procurement and installation 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 Agua Mansa Power Plant 13.8kV/480V Replacement Transformer Project (“Project”) as set forth in this Contract.

2.4 Project Documents & Certifications. Contractor has obtained, and delivers concurrently herewith, performance and payment bonds, insurance certificates and endorsements, and contractor’s license information 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: City of Colton Request for Proposal documents and Contractor’s Engineering Proposal submitted on June 27, 2016.

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,

(BB&K: 1-14)

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 one hundred fifty (150) 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 Fifty Dollars (\$150.00) 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 two hundred sixty-four thousand eight hundred seventy-four dollars (\$264,874) (“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, five percent (5%) 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 since 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. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in 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.

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). The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

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. Defense costs shall be paid in addition to the limits.

3.13.2.3 Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or materially reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Contractor or the City may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the City may suspend or terminate this Agreement.

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. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of Colton, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the Services or ongoing and completed operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or

endorsements providing the exact same coverage, 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 excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance or self-insurance shall be called upon to protect it as a named insured. 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. Notwithstanding the minimum limits set forth in Section 3.13.2.2, any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.13.3.1.

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. Notwithstanding the minimum limits set forth in Section 3.13.2.2, any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.13.3.2.

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 (10 days for nonpayment of premium) 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. 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 officials, officers, employees, agents and volunteers, or any other additional insureds.

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; Waiver of Subrogation. 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. All policies shall waive any right of subrogation of the insurer against the City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

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. Defense costs shall be paid in addition to the limits.

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 Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. If requested by Contractor, the City may approve different scopes or minimum limits of insurance for particular subcontractors. The Contractor and the City shall be named as additional insureds on all subcontractors' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad. 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 **the Electric Utility 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 her 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:**

Preferred Power Solutions, Inc.  
1400 Easton Road, Suite 116  
Bakersfield, CA 93309  
Attn: Bill Cleveland

**City:**

City of Colton  
650 North La Cadena Drive  
Colton, California 92324  
Attn: Rebecca Gallegos, Electric Department

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.

IN WITNESS WHEREOF, the Parties have entered into this Contract as of the 2nd day of August, 2016

**CITY OF COLTON**

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

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

**PREFERRED POWER SOLUTIONS  
a Corporation**

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

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

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

## **EXHIBIT “A”**

### **PLANS AND SPECIFICATIONS**

The following plans and specifications are incorporated into this Contract herein by this reference:

1. City of Colton Request for Proposal for Engineering Services to Engineer, Install, and Test a New 2500KVA 13.8kV/480V Replacement Transformer and Construction of an Oil Containment Mechanism.
2. Contractors Proposal as submitted to City on June 27, 2016.

### **SCOPE OF SERVICES**

The purpose of the Project is to purchase, install, and test a new 2500 KVA capacity liquid type oil-filled pad mount transformer with a 13800V primary and 480V secondary, and to engineer and construct a containment area for the new oil-filled pad mount transformer.

#### **Basic Services**

Contractor shall perform the necessary professional engineering (e.g. mechanical, electrical, civil, structural, environmental, site engineering, and any other necessary engineering services mutually agreeable to the Parties) for the Project in a timely and professional manner, consistent with the standards of the profession, including those provided herein, and in the Proposal submitted to the City on June 27, 2016.

The following services shall be included in the Basic Services:

1. Comprehensive engineering analysis of the containment area for the new transformer.
2. Counter measure engineering and protective devices for the transformer.

#### **Communication with City**

Contractor shall participate in consultations and conferences with authorized representatives of City and/or other local, regional, or state agencies concerned with the Project, which may be necessary for the completion of the Project or the development of any drawings, specifications, and documents in accordance with the applicable standards and requirements of law and the City. Such consultations and conferences shall continue, as needed, throughout the duration of the Project. Contractor shall take direction only from the City’s Representative or his or her designee for this Project.

Detailed Scope of Services

*Electric System Engineering Model*

Contractor shall develop a complete detailed engineering model(s) of the plant's new 2500 KVA 13.8KV/480V transformer to perform the scope of work requested.

*Electric System Analysis*

Contractor shall use the engineering model to conduct a complete engineering analysis of the new transformer normal operation conditions.

**EXHIBIT "B"**

**SPECIAL CONDITIONS**

- 1. Contractor must comply with SB854.**
- 2. Performance and Payment Bonds are required.**

**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.

**PREFERRED POWER SOLUTIONS**  
**A corporation**

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

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

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

**EXHIBIT “D”  
SCHEDULE OF SERVICES**

- |   |                                  |
|---|----------------------------------|
| 1. Perform site visit and meeting with City   | 1 day                            |
| 2. Review requirements of new transformer   | 1 day                            |
| 3. Place order for transformer and accessories  | 1 day                            |
| 4. Perform prelim design of foundation containment  | 5 days                           |
| 5. Perform electrical modeling, prelim system design  | 10 days                          |
| 6. Submit designs to City, comment and return info  | 5 days                           |
| 7. Receive drawings back from City, incorporate<br>Comments, complete drawings, plans and specs | 10 Days                          |
| 8. Prepare and submit package for permits   | 5 days                           |
| 9. Receive permits  | 10 days                          |
| 10. Site mobilization, prep site for construction start   | 4 days after permits received    |
| 11. Construct Mods to foundation for containment  | 1 day after site mobilization    |
| 12. Receive transformer and accessories   | 9 weeks after ordered            |
| 13. Install transformer and accessories   | 11 days after receipt            |
| 14. Perform tests, commissioning, deliveries  | 1 day after site mobilization    |
| 15. Complete all items, demobilize from site  | no later than 150 days after NTP |

**EXHIBIT "E"**  
**PROJECT COSTS**

Projects costs shall be as follows, in accordance with Contractor's Proposal submitted June 27, 2016:

1. CE PROJECT COSTS

A)	Labor: 280 Man Hrs. X \$150.00	\$ 42,000.00
B)	Expenses, including travel	\$ 5,500.00
C)	Other	<u>\$ 0.00</u>
		\$ 47,500.00

2. PPS PROJECT COSTS

A)	Labor, including OT	\$ 59,115.00
B)	Materials	\$ 63,020.00
C)	Construction equipment	\$ 8,500.00
D)	Direct job expenses	\$ 9,350.00
E)	Testing	\$ 9,552.00
F)	Taxes	<u>\$ 5,963.00</u>
		\$155,000.00

3. OPTIONAL ADDERS

A)	Generator, 1000 KW, fuel For extended cutover provisions	\$ 53,000.00
B)	5-Year Extended Warranty	\$ 8,874.00

**TOTAL PROJECT COSTS                    \$264,874.00**



## STAFF REPORT

DATE: AUGUST 2, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: BILL SMITH, CITY MANAGER

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

SUBJECT: APPROVE RESOLUTION NO. R-79-16 TO AMEND THE AVOIDED COST OF ENERGY MECHANISM FOR REIMBURSING CUSTOMERS FOR OVER-PRODUCTION OF RENEWABLE ENERGY

### RECOMMENDED ACTION

It is recommended that the Colton City Council approve Resolution R-79-16 to amend Schedule NEM, Net Energy Metering, of the Electric Rules and Rate Schedule in the City of Colton Customer Service Policy, to set the net energy metering compensation rate (Avoided Cost of Energy Mechanism) for FY 2016/17 to \$0.070/kWh, and to authorize this rate be used to reimburse commercial and residential customers for over-generation from customer-owned solar facilities.

### BACKGROUND

Prior to 2009, California residents and businesses that produced more energy from solar PV and other renewable projects than they used gave their serving utility any surplus generation with no compensation. In 2009, the California legislature passed AB 920, requiring all electric utilities in California to reimburse retail customers the market cost of energy (or the avoided cost of energy) for any surplus solar energy produced by systems with less than 30 kW of on-site generation. The rate varies from utility to utility but is required to be set at a level that compensates the producing customer at the same level as the utility pays other renewable producers and that does not penalize non-producing customers.

In 2014/15 Colton Electric Department (CED) currently had 75 solar PV customers who received a total of \$8,035 for selling surplus generation to the CED. In fiscal year 2015/16, 150 customers received approximately \$16,085 (total) for selling surplus energy back to the CED.

### ISSUES/ANALYSIS

Currently, if a customer generates surplus renewable energy, CED purchases the surplus energy at the highest retail rate the customer paid that month. Under the current rate structure customers are paid \$0.105/kWh. This is higher than the current market prices, between \$0.035 and \$0.115/kWh,

for renewable energy. The CED does not receive any renewable energy credits from these customers when purchasing the solar PV energy.

CED believes some residential customers oversize their rooftop solar PV systems in order to take advantage of CED's high purchase rates for surplus generation. Homes that use 3 to 5 kW during the summer are installing 12 to 18 kW of solar PV in an attempt to drive their electric bill negative. This has the effect of increasing the costs to non-solar PV customers.

The CED pays slightly more than \$0.06/kWh for renewable energy for its 2016 existing renewable suppliers with new solar generation expected to be less expensive. Negotiations with developers show a cost of between \$0.0350 and \$0.055/kWh for larger solar PV projects and \$0.080 to \$0.115/kWh for smaller projects constructed in the City. These prices include title to the renewable energy credits from the generation.

AB 920 requires the CED to set a price for surplus energy, from customers with less than 30 kW of installed generation, that reflects the average cost of renewable energy but which does not penalize the remaining customers on the electric system.

CED is not required to purchase energy from customers with on-site generation in excess of 1 MW and customers that have more than 30 kW of onsite solar PV must demonstrate that the energy was intended to offset their retail load, and that it was not installed for the purpose of selling surplus energy to the local utility.

The CED proposes that the rate for surplus renewable energy be reduced from the current amount of \$0.105/kWh and be set at \$0.07/kWh, which is approximately the price of new solar PV energy generated within the City of Colton and slightly more than the current cost of renewable energy from existing renewable resources. This cost calculation includes an avoided cost of energy of \$0.045 and an avoided cost of capacity of \$0.025/kWh. The new rate would become effective the month following City Council approval of Resolution R-79-16.

Residential customers will have the choice of (1) banking any surplus generation for use at a later time when they are not over-producing, or (2) on an annual basis<sup>1</sup> selling any surplus back to the CED at the new rate. This allows residential customers to decide how to best maximize the value of their surplus energy.

Non-residential customers will have any surplus purchased and "cashed out" on an annual basis. They will not have the ability to bank their surplus energy from year to year and must have their

---

<sup>1</sup> A year in this case, is 12 months from the date in which the solar PV installation was allowed to connect to the CED's system.

account “zeroed out” through the sale of excess generation on an annual basis. This is consistent with the treatment of non-residential customers by other utilities and AB 920.

Every solar PV customer connected to the CED grid has been sent a letter explaining their options and requesting that they choose how they want to be compensated. Customers that do not respond will be paid at the avoided cost for surplus energy. Any cash payments will be made in the form of a billing credit unless the customer is leaving and turning off their electricity service. These customers will be issued a check for any surplus energy.

The proposed action keeps CED in compliance with California state law, provides customers with a mechanism for reimbursement for any surplus energy generation, and does not penalize the remaining customers on CED’s system. It also encourages retail customers to appropriately size PV systems so as not to significantly over produce solar energy with the goal of selling it to the utility.

This avoided cost of energy rate will apply to solar PV systems. At this time there are currently no other types of renewable generators connected to CED’s distribution system, such as wind or fuel cells. If a customer wanted to install and interconnect one of these other eligible systems, CED would have to develop business rules for interconnecting any generation.

## **FISCAL IMPACTS**

Funds are approved in the CED annual power supply budget for the purchase of surplus PV energy generation from its retail customers. If the proposed rate is adopted, CED’s cost of purchasing surplus solar PV generation will decline from \$16,085 (in fiscal year 2015/16) to an estimated \$12,000 a reduction of approximately \$4,100 annually.

## **ALTERNATIVES**

1. Provide alternative direction to staff.

## **ATTACHMENTS**

1. Resolution No. R-79-16

**RESOLUTION NO. R-79-16**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLTON TO AMEND SCHEDULE NEM NET ENERGY METERING OF THE ELECTRIC RULES AND RATE SCHEDULES IN THE CITY OF COLTON CUSTOMER SERVICE POLICY, TO ADJUST THE NET ENERGY METERING COMPENSATION RATE (AVOIDED COST OF ENERGY MECHANISM)**

**WHEREAS**, the City of Colton is a general law city, duly organized and existing under the laws of the State of California and situated in the County of San Bernardino; and

**WHEREAS**, the City Council of the City of Colton has jurisdiction over the implementation of rules and rates for the Electric Utility as propounded in the Customer Service Policy; and

**WHEREAS**, the existing Electric Rules and Rate Schedules in the Customer Service Policy were updated on December 16, 2014; and

**WHEREAS**, the Colton Electric Department (CED) now desires to amend Schedule NEM Net Energy Metering to comply with California Assembly Bill 920 (AB920) and to set the net energy metering compensation rate (Avoided Cost of Energy Mechanism) to \$0.070 per kWh, for the purchase of energy resulting from over-production of on-site renewable energy.

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

That the City Council amend the Electric Rules and Rate Schedules, Schedule NEM, Net Metering, in the Customer Service Policy to set the net energy metering compensation rate (Avoided Cost of Energy) to \$0.070 per kWh, as proposed in Exhibit "A" attached and made a part hereof to become effective immediately.

**PASSED, APPROVED AND ADOPTED** this 2nd day of August, 2016.

\_\_\_\_\_  
RICHARD A. DELAROSA, Mayor

ATTEST:

\_\_\_\_\_  
CAROLINA R. PADILLA  
City Clerk

EXHIBIT "A"

Schedule NEM  
Net Energy Metering

- 1
- 2
- 3
- 4
- 5
- 6
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**SCHEDULE NEM  
NET ENERGY METERING**

The Net Energy Metering Interconnection Agreement for Solar or Wind Turbine Electric Generating Facilities is applicable only to customers who satisfy all requirements of the definition of an Eligible Customer-Generator as set forth in Section 2827(b)(2) of the California Public Utilities Code on the effective date of this Agreement.

A. Description of Customer's Solar or Wind Electric Generating Facility

Customer elects to interconnect and operate a solar or wind turbine electrical generating facility, or hybrid system of both, located on Customer's owned, leased or rented premises within Colton Electric Utility's service area ("Generating Facility") in parallel with Colton's electric grid.

Customer represents that the Generating Facility is intended primarily to offset part or all of the Customer's own electrical requirements.

B. Residential or Small Commercial Customer Payment Schedule

As further described below, if Customer is a Residential or Small Commercial Customer, Customer elects to be billed and to make payments to Colton for Customer's Net Energy Metering Consumption on an annual or monthly basis.

C. Interruption or Reduction Of Deliveries

Colton shall not be obligated to accept or pay for, and may require Customer to curtail, interrupt or reduce, deliveries of available energy from its Generating Facility (a) when necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any of its equipment or part of Colton's system, or (b) if Colton determines in its sole discretion that such curtailment, interruption, or reduction is convenient or necessary due to emergency, forced outage, force majeure, or compliance with prudent electrical practices.

Whenever reasonably possible, Colton shall give Customer reasonable notice of the possibility that curtailment, interruption or reduction of such deliveries may be required.

Notwithstanding any other provision of this Agreement, if at any time Colton determines that either (a) the Generating Facility or its operation may endanger the health, safety or welfare of Colton personnel, any person or the public, or (b) the continued operation of the Generating Facility may endanger the integrity of Colton electric system, any property or the environment, Colton shall have the right to enter onto Customer's premises and disconnect Customer's Generating Facility from Colton system. Customer's Generating Facility shall

remain disconnected until such time as Colton is satisfied that the condition(s) referenced in (a) and (b) of this Subsection 4.3 have been corrected.

D. Interconnection

Customer shall deliver the available energy to Colton at the Required Meter (below) located on the Customer's premises.

Customer shall not commence parallel operation of the Generating Facility until Customer receives written approval from Colton's Authorized Representative. Colton's Authorized Representative shall provide such written approval within ten (10) working days from Colton's receipt of a copy of the final inspection or approval of the Generating Facility that has been issued by the governmental authority having jurisdiction to inspect and approve the installation. Such approval shall not be unreasonably withheld.

Colton shall have the right to have its representatives present at the final inspection made by the governmental authority having jurisdiction to inspect and approve the installation of the Generating Facility. Customer shall notify Colton at least five days prior to such inspection.

E. Customer Requirements

Customer shall be responsible for the design, installation, operation, and maintenance of the Generating Facility and shall obtain and maintain any required governmental authorizations and permits.

Customer shall conform to all applicable solar or wind electrical generating system safety and performance standards established by the National Electrical Code ("NEC"), the Institute of Electrical and Electronics Engineers ("IEEE"), and accredited, nationally recognized testing laboratories such as Underwriters Laboratories, applicable building codes, and to all applicable Colton Electric Utility's Rules, as may be amended from time to time.

Customer shall install a visible disconnect switch for the Generating Facility. The disconnect switch shall be lockable in the open position and directly accessible to Colton employees at all times.

F. Required Meter

In accordance with Colton's published Electrical Rules and Rates, Colton shall own, operate and maintain on Customer's premises a single meter capable of registering the flow of electricity in two directions ("Required Meter").

If the existing electrical meter of Customer is not capable of measuring the flow of electricity in two directions, Customer shall be responsible for all expenses involved in Colton's purchase and installation of a Required Meter.

EXHIBIT "A"

An additional meter or meters to monitor the flow of electricity in each direction may be installed with the consent of Customer, at the expense of Colton, and the additional metering shall be used only to provide the information necessary to accurately bill or credit Customer, or to collect solar or wind electric generating system performance information for research purposes.

If an additional meter or meters are installed, the Net Energy Metering calculation shall yield a result identical to that of a single meter.

G. Maintenance And Permits

Customer shall (a) maintain the Generating Facility and interconnection facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including and (b) obtain any governmental authorizations and permits required for the construction and operation of the Generating Facility and interconnection facilities. Customer shall reimburse Colton for any and all losses, damages, claims, penalties, or liability it incurs as a result of Customer's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of Customer's Generating Facility.

H. Access to Premises

Colton may enter Customer's premises (a) to inspect, at reasonable hours, Customer's protective devices and read or test meters, and (b) to disconnect, without notice, the interconnection facilities if, in Colton's opinion, a hazardous condition exists and such immediate action is necessary to protect persons, Colton's facilities, or property of others from damage or interference caused by Customer's Generating Facility or lack of properly operating protective devices.

I. Indemnity And Liability

Except as to Colton's negligence or willful misconduct, Customer shall defend, indemnify and hold harmless Colton, its officers, employees, and agents against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including without limitation any direct, indirect or consequential loss, liability, damage, claim, cost, charge, demand, expense, or attorneys' fees) for injury or death to any person, and damage to property, including without limitation property of either Party, arising out of or in connection with (a) any act or omission in the engineering, design, construction, destruction, maintenance, repair, operation, supervision, inspection, testing, protection or ownership of the Generating Facility, (b) any act or omission in the replacement, addition, betterment, reconstruction, removal, or destruction, of or to the Generating Facility, or (c) the Generating Facility.

EXHIBIT "A"

The provisions of this Section shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.

J. Insurance

To the extent that Customer has currently in force all risk property insurance and comprehensive personal or commercial general liability insurance, Customer agrees that it will maintain such insurance in force for the duration of this Agreement in no less amounts than those currently in effect. Colton shall have the right to inspect or obtain a copy of the original policy or policies of insurance prior to commencing operation.

If Customer meets the standards and rules set forth above, Customer shall not be required to purchase any additional liability insurance.

Prior to Colton's execution of this Agreement, Customer shall provide Colton with evidence of Customer's compliance with the requirements of this section.

K. Rates and Billing

All rates charged will be in accordance with Customer's otherwise applicable tariff (rate schedule), as in effect from time to time, on a Net Energy Metering basis. "Net Energy Metering" means measuring the difference between the electricity supplied through the electric grid to the Customer and the electricity generated by Customer's Generating Facility and fed back to the electric grid over a twelve-month period as described below.

Customer's otherwise applicable tariff (rate schedule) or "OAT" means the rate schedule in Colton's published Electric Rules and Rates that would otherwise apply to Customer from time to time in the absence of Schedule NEM and this Agreement. Provided that, Customer's OAT shall not include Rate Schedule NEM or Rate Schedule S-Stand-By Service.

Customer is responsible for paying all charges in its OAT including the minimum charge (such as customer and service charge) and demand charge, when applicable, regardless of Customer's monthly or annual net generation.

Customer is exempted from any new or additional charge imposed by Colton that would increase Customer's charges under Customer's OAT beyond those of other customers in the rate class to which Customer would otherwise be assigned.

If Customer's OAT is the Residential or Small Commercial Rate, the following provisions apply.

EXHIBIT "A"

The annualized Net Energy Metering calculation shall be made by measuring the difference between the electricity supplied to Customer and the electricity generated by Customer and fed back to the grid over a twelve-month period. At the end of each twelve-month period following the date of first interconnection, and at each anniversary date thereafter, Colton shall determine if Customer was a net consumer or a net producer of electricity during the twelve-month time period. In the event the electricity supplied by Colton during the twelve-month period exceeds the electricity generated by Customer during the same period, Customer is a net energy consumer.

If Customer is a net energy consumer, Colton will bill Customer for the net energy consumption during the twelve-month period based on Customer's OAT and Customer shall pay for such net energy consumption annually, unless Customer elects to be billed monthly.

Customer may elect to be billed monthly for net energy consumption upon initiation of service under this Agreement or upon written notice to Colton no later than thirty-days prior to the end of any twelve-month period coinciding with the anniversary of interconnection. Such change shall only be made by Colton at the beginning of a new twelve-month period coinciding with the anniversary of interconnection.

If Customer's OAT is a Commercial, Industrial or Municipal Rate the following provisions apply.

In the event the electricity supplied by Colton to Customer during the preceding billing period exceeds the electricity generated by Customer during the same period, Customer is a net electricity consumer.

Colton shall bill Customer for the net energy consumption during such billing period based on Customer's OAT and Customer shall pay for such net energy consumption monthly in accordance with Customer's monthly billing statement.

If Customer's OAT employs "time of use" rates, any net monthly consumption of electricity shall be calculated according to the terms of the OAT. When Customer is a net generator during any discrete time of use period, the net kilowatt hours produced shall be valued at the rate of \$0.070 per kWh.

If Customer's OAT employs "baseline" and "over baseline" rates, any net monthly consumption of electricity shall be calculated according to the terms of the OAT. If Customer is a net generator over a billing period, the net kilowatt-hours generated shall be valued at the same price per kilowatt-hour as Colton would charge for the baseline quantity of electricity during that billing period, and if the number of kilowatt-hours generated exceeds the baseline quantity, the excess shall be valued at the same price per kilowatt-hour as Colton would charge for electricity over the baseline quantity during that billing period.

EXHIBIT "A"

Colton shall provide Customer with Net Energy Metering consumption information on a monthly basis. Such monthly update shall include the current accrued balance owed to Colton for Net Energy Metering charges, or current accrued credits for Net Energy Metering generation, whichever applies.

If Customer is a net producer of electricity over a normal billing cycle, any excess kilowatt hours generated during the billing cycle shall be carried over to the following billing period (up to a maximum of twelve consecutive months upon the anniversary of interconnection).

In the event the energy generated exceeds the energy consumed during the twelve-month period, Colton shall retain any excess energy generated by Customer. In addition, no payment will be made to Customer for the excess energy delivered to Colton's grid, unless Colton enters into a written purchase agreement with Customer for that excess energy.

If Customer terminates service under this Agreement prior to the end of any twelve-month period, Colton shall reconcile Customer's consumption and production of electricity and bill Customer for Net Energy Metering charges, if any, and adjust the excess energy to zero, if any.

If Customer is a net energy consumer during the applicable billing period, the Public Benefits Charge that is applicable to Customer under Customer's OAT shall be calculated based upon the sum of Customer's net energy consumption, monthly minimum charge (including customer and service charge) and monthly demand charge for such billing period.

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## STAFF REPORT

DATE: AUGUST 02, 2016  
 TO: HONORABLE MAYOR, CITY COUNCIL MEMBERS  
 FROM: BILL SMITH, CITY MANAGER *BS*  
 PREPARED BY: DAVID KOLK, Ph.D., ELECTRIC UTILITY DIRECTOR *D Kolk*  
 SUBJECT: APPROVE PROFESSIONAL SERVICE AGREEMENTS WITH ARCA RECYCLING INC., SYNERGY COMPANIES, ENERGY FEDERATION INCORPORATED, AND RESOURCE ACTION PROGRAMS LLC. AND ENERGY SERVICES GROUP FOR ENERGY EFFICIENCY PROGRAMS

### RECOMMENDED ACTION

It is recommended that the City Council approve the participation, in Professional Services Agreements, between Southern California Public Power Authority (SCPPA), ARCA Recycling Inc., Synergy Companies, Energy Federation Incorporated (EFI), Resource Action Programs, LLC, and Energy Services Group (ESG) to participate in Energy Efficiency programs for residential and commercial customers and authorize the City Manager to execute letters of participation with SCPPA.

### BACKGROUND

SCPPA is a Joint Powers Authority, formed in 1980 under the Joint Exercise of Powers Act of the California Legislature. The City of Colton is one of eleven municipal utilities and one irrigation district that make up the members of SCPPA. Over the years, SCPPA's role has evolved from generation and transmission acquisition, to include legislative advocacy and cooperative efforts to reduce member costs and improve efficiency.

As a SCPPA member, the City of Colton has the benefit of participating in Professional Services Agreements that SCPPA executes at the request of, and on the behalf of, its members. The Electric Department participates in SCPPA's Public Benefit Committee where activities include the preparation of a State required annual report which details the use of public benefit funds, and the exchange of information regarding energy efficiency (EE), renewable energy, low-income, research and development programs.

California Assembly Bill 723 requires municipal electric utilities to collect revenues for the following Public Benefit Programs:

- (1) Cost effective demand side management services to promote energy efficiency and energy conservation;
- (2) new investments in renewable energy resources and technologies consistent with existing statutes and regulations which promote those

resources and technologies; (3) research, development and demonstration programs for the public interest to advance science or technology which is not adequately provided by competitive and regulated markets; (4) services provided for low income electricity customers, including but not limited to, targeted energy efficiency services and rate discounts.

Synergy Companies currently administers energy savings programs for hospitality, small business direct installations with audits, and municipal department EE updates. All the EE programs demonstrated positive energy savings in fiscal year 2015/2016. This fiscal year the Energy Efficiency Division would like to enter into an agreement with SCPPA for Synergy Companies to provide residential audits and direct installation services as well as renew the SCPPA agreement for hospitality services, small business direct installation with audits, and municipal department EE updates.

ARCA Recycling Inc., is a program that delivers energy star refrigerators to qualified customers with old inefficient refrigerators over 15 years old. This is a cost share program with the utility. The customer is billed \$15 a month for twelve consecutive months totaling \$180. ARCA takes the old inefficient refrigerator from the home and recycles it.

EFI develops software services for an online customer EE catalog. EFI developed a customized online web browser-based storefront that will allow qualified customers to order energy efficiency products directly from the CED website. The online catalog provides LED light bulbs, smart thermostats and energy saving power strips at half the costs for residential CED customers.

Resource Action Programs LLC provides an energy saving tool kit and student curriculum through the Living Wise Program. City of Colton 6<sup>th</sup> grade students can participate at no cost to the school district in energy efficiency and water conservation program kits. Currently 4 schools participate in the program with 701 students completing the course work. The schools that participate are Woodrow Wilson, William McKinley, William G. Jehue, and Ulysses Grant elementary school.

Energy Services Group delivers EE through the Keep Your Cool program. This program is designed to assist commercial customer with refrigeration EE upgrades as a direct installation program. Keep Your Cool identifies EE measures specific to electric use driven by refrigeration and lighting equipment. They also provide an audit of the business for the purpose of tracking future EE measures to address.

## **ISSUES/ANALYSIS**

In 2005, the California Legislature passed Senate Bill (SB) 1037 requiring publicly owned utilities (POU) to report kilowatt hour (kWh) savings to the California Energy Commission (CEC) annually. In 2006, Assembly Bill (AB) 2021 was approved requiring publicly owned electric utilities to identify, target and achieve all potentially cost-effective electricity savings. The Colton Electric Department (CED) currently offers a wide variety of residential and

commercial energy efficiency programs in an effort to achieve the mandated goals of AB 2021 and SB 350 which mandates 50% building efficiency by 2030. Staff recommends that entering into a professional services agreement with Synergy Companies, ARCA Recycling Inc., EFI, Resource Action Programs, and ESG, CED will be more successful in meeting mandated goals while providing valuable additional service to residential and commercial customers.

### **FISCAL IMPACTS**

Funds for this program are budgeted in the Fiscal Year Budget 2016/2017 for CED through the Public Benefits Program charge in the amount of \$490,000 in the following accounts:

- 526-8000-8038-2350-0923-000
- 526-8000-8038-2041-0930-020
- 526-8000-8035-2350-0923-000
- 526-8000-8037-2350-0923-000
- 526-8000-8035-2041-0930-040
- 526-8000-8035-2041-0930-020
- 526-8000-8035-2350-0923-000

### **ALTERNATIVES**

1. City Council may provide alternate direction to staff.

### **ATTACHMENTS**

1. Resolution R-80-16

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**RESOLUTION NO. R-80-16**

**A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF COLTON TO APPROVE  
PROFESSIONAL SERVICE AGREEMENTS WITH  
ARCA RECYCLING INC., SYNERGY  
COMPANIES, ENERGY FEDERATION  
INCORPORATED, AND RESOURCE ACTION  
PROGRAMS LLC. AND ENERGY SERVICES  
GROUP FOR ENERGY EFFICIENCY PROGRAMS**

**WHEREAS**, It is recommended that the City Council approve the participation, in Professional Services Agreements, between Southern California Public Power Authority (SCPPA), ARCA Recycling Inc., Synergy Companies, Energy Federation Incorporated (EFI), Resource Action Programs, LLC, and Energy Services Group (ESG) to participate in Energy Efficiency programs for residential and commercial customers and authorize the City manager to execute letters of participation with SCPPA.; and

**WHEREAS**, SCPPA is a Joint Powers Authority, formed in 1980 under the Joint Exercise of Powers Act of the California Legislature. The City of Colton is one of eleven municipal utilities and one irrigation district that make up the members of SCPPA. Over the years, SCPPA's role has evolved from generation and transmission acquisition, to include legislative advocacy and cooperative efforts to reduce member costs and improve efficiency; and

**WHEREAS**, As a SCPPA member, the City of Colton has the benefit of participating in Professional Services Agreements that SCPPA executes at the request of, and on the behalf of, its members. The Electric Department participates in SCPPA's Public Benefit Committee where activities include the preparation of a State required annual report which details the use of public benefit funds, and the exchange of information regarding energy efficiency (EE), renewable energy, low-income, research and development programs; and

**WHEREAS**, California Assembly Bill 723 requires municipal electric utilities to collect revenues for the following Public Benefit Programs:

- (1) Cost effective demand side management services to promote energy efficiency and energy conservation;
- (2) new investments in renewable

1 energy resources and technologies consistent with existing statutes and  
2 regulations which promote those resources and technologies; (3) research,  
3 development and demonstration programs for the public interest to advance  
4 science or technology which is not adequately provided by competitive and  
5 regulated markets; (4) services provided for low income electricity customers,  
6 including but not limited to, targeted energy efficiency services and rate  
7 discount; and

8 **WHEREAS**, Synergy Companies currently administers energy savings programs  
9 for hospitality, small business direct installations with audits, and municipal department  
10 EE updates. All the EE programs demonstrated positive energy savings in fiscal year  
11 2015/2016. This fiscal year the Energy Efficiency Division would like to enter into an  
12 agreement with SCPPA for Synergy Companies to provide residential audits and direct  
13 installation services as well as renew the SCPPA agreement for hospitality services, small  
14 business direct installation with audits, and municipal department EE updates; and

15 **WHEREAS**, ARCA Recycling Inc., is a program that delivers energy star  
16 refrigerators to qualified customers with old inefficient refrigerators over 15 years old.  
17 This is a cost share program with the utility. The customer is billed \$15 a month for  
18 twelve consecutive months totaling \$180. ARCA takes the old inefficient refrigerator  
19 from the home and recycles it; and

20 **WHEREAS**, EFI develops software services for an online customer EE catalog.  
21 EFI developed a customized online web browser-based storefront that will allow qualified  
22 customers to order energy efficiency products directly from the CED website. The online  
23 catalog provides LED light bulbs, smart thermostats and energy saving power strips at  
24 half the costs for residential CED customers; and

25 **WHEREAS**, Resource Action Programs LLC provides an energy saving tool kit  
26 and student curriculum through the Living Wise Program. City of Colton 6<sup>th</sup> grade students  
27 can participate at no cost to the school district in energy efficiency and water conservation  
28 program kits. Currently 4 schools participate in the program with 701 students completing  
the course work. The schools that participate are Woodrow Wilson, William McKinley,  
William G. Jehue, and Ulysses Grant elementary school; and

1           **WHEREAS**, Energy Services Group delivers EE through the Keep Your Cool  
2 program. This program is designed to assist commercial customer with refrigeration EE  
3 upgrades as a direct installation program. Keep Your Cool identifies EE measures  
4 specific to electric use driven by refrigeration and lighting equipment. They also provide  
5 an audit of the business for the purpose of tracking future EE measures to address; and

6           **WHEREAS**, In 2005, the California Legislature passed Senate Bill (SB) 1037  
7 requiring publicly owned utilities (POU) to report kilowatt hour (kWh) savings to the  
8 California Energy Commission (CEC) annually. In 2006, Assembly Bill (AB) 2021 was  
9 approved requiring publicly owned electric utilities to identify, target and achieve all  
10 potentially cost-effective electricity savings. The Colton Electric Department (CED)  
11 currently offers a wide variety of residential and commercial energy efficiency programs  
12 in an effort to achieve the mandated goals of AB 2021 and SB 350 which mandates 50%  
13 building efficiency by 2030. Staff recommends that entering into a professional services  
14 agreement with Synergy Companies, ARCA Recycling Inc., EFI, Resource Action  
15 Programs, and ESG, CED will be more successful in meeting mandated goals while  
16 providing valuable additional service to residential and commercial customers.

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

19           That the City Manager is authorized to sign and execute all letter agreements between the  
20 City of Colton and Southern California Public Power; and

21           **BE IT FURTHER RESOLVED** that the Colton Electric Department (CED) is  
22 authorized to participate in the Professional Services Agreement Southern California  
23 Public Power Authority (SCCPA) executes, at the request of and on behalf of its  
24 members, for the purchase of electric curbside charging stations; and

25           **BE IT FURTHER RESOLVED** that the Colton Electric Department (CED) is  
26 approved to participate in the Professional Services Agreement Southern California  
27 Public Power Authority (SCCPA) executes, at the request of and on behalf of its  
28 members, for professional services in accordance with the City of Colton Municipal Code  
3.08.140(c); and

**BE IT FURTHER RESOLVED** that funds for this program are budgeted in the Fiscal  
Year Budget 2016/2017 for CED through the Public Benefits Program charge in the  
amount of \$490,000 in the following accounts:

- 526-8000-8038-2350-0923-000
- 526-8000-8038-2041-0930-020
- 526-8000-8035-2350-0923-000
- 526-8000-8037-2350-0923-000
- 526-8000-8035-2041-0930-040
- 526-8000-8035-2041-0930-020
- 526-8000-8035-2350-0923-000

**PASSED, APPROVED AND ADOPTED** this 2nd day of August 2016

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Richard A. DeLaRosa, Mayor

ATTEST:

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Carolina R. Padilla, City Clerk

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## STAFF REPORT

DATE: AUGUST 2, 2016  
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
 FROM: BILL SMITH, CITY MANAGER *BS*  
 PREPARED BY: DEB FARRAR, COMMUNITY SERVICES DIRECTOR *DF*  
 SUBJECT: DEPARTMENT OF EDUCATION – ANNUAL SUBMITTAL AND APPROVAL OF REQUIRED DOCUMENTS

### RECOMMENDED ACTION

It is recommended that the City Council accept and approve the Annual Program Self Evaluation (PSE) and the FY 16-17 Parent Handbooks. All are requirements from the California Department of Education (CDE) for both the State Preschool and School Age programs in the Early Care and Education (ECE) Division of the Community Services Department.

### BACKGROUND

The City of Colton's ECE School Age and State Preschool Programs (SAP and SPP respectively) are funded from the CDE via annual contracts. These contracts are ongoing and must be renewed each fiscal year by submitting an annual Continued Funding Application every December 1. Also the Division must submit to CDE and its' Board of Directors (City Council) the PSE for the past School Year (2015-2016) and the Parent Handbooks for the upcoming School Year (2016-2017) for both the SAP and SPP.

The PSE is an annual, ongoing, self-evaluation of the entire ECE program. It is a multifaceted review of all aspects concerning the Childhood Development program for the School year 2015-2016. It was completed in May 2016 by Christopher Rymer, ECE Manager, with feedback from support staff and parents within the program, and submitted to CDE by the June 1 deadline. A Corrective Action Plan has been made and is being implemented, and the entire PSE must be presented to the Governing Board of Directors, in our case the City Council.

The second component requiring Council review is the Parent Handbooks for the 2016-2017 School Year for both the SAP and SPP. These handbooks are updated as needed and distributed to all incoming students. The handbook covers many topics, including program goals & objectives, non-discrimination, absences, and many other policies and procedures which are utilized on an everyday basis.

## **ISSUES/ANALYSIS**

For fiscal year 2016-2017, the School Age and Preschool programs will provide care and education for low-income families, who may not otherwise be able to afford services. The annual review and adoption of these required documents makes these programs possible.

## **FISCAL IMPACTS**

There is no general fund impact with this approval.

## **ALTERNATIVES**

1. Provide alternative direction to staff.

## **ATTACHMENTS**

1. Annual Program Self Evaluation – 2015-2016 School Year
2. School Age - Parent Handbook: revised for FY 16-17
3. Preschool - Parent Handbook: revised for FY 16-17

**Program Self-Evaluation Process  
Fiscal Year 2015–16**

<b>Contractor Legal Name</b> City of Colton	<b>Vendor Number</b> 2176
<b>Contract Type(s)</b> CSPP (part-day) & CCTR (for School Age)	
<p align="center"><b>This form can be expanded and is not limited to a single page.</b></p> <p>Check each box verifying the collection, analysis, and integration of each assessment data toward ongoing program improvement for all applicable contract types.</p> <p><input checked="" type="checkbox"/> Program Review Instrument FY 2015–16 – All Contract Types  <a href="http://www.cde.ca.gov/ta/cr/documents/eesos1516.pdf">http://www.cde.ca.gov/ta/cr/documents/eesos1516.pdf</a></p> <p><input checked="" type="checkbox"/> Desired Results Parent Survey – All Contract Types  <a href="http://www.cde.ca.gov/sp/cd/ci/documents/parentsurvey.do">http://www.cde.ca.gov/sp/cd/ci/documents/parentsurvey.do</a></p> <p><input checked="" type="checkbox"/> Age Appropriate Environment Rating Scales – Center-based/CFCC Contracts Types  <a href="http://www.ersi.info/ecers.html">http://www.ersi.info/ecers.html</a></p> <p><input checked="" type="checkbox"/> Desired Results Developmental Profile and DRDPtech Reports – Center-based/CFCC Contracts Types  <a href="https://www.desiredresults.us/drdp-forms">https://www.desiredresults.us/drdp-forms</a></p> <p>Provide a summary of staff and board member participation in the PSE process:</p> <p>Staff and board member participation is encouraged throughout the year in a variety of ways.</p> <p>For staff:                  It is vital they are part of the PSE process from the onset of each year. At the beginning of the 15-16 school year (July 6, 2015 for CCTR and August 31, 2015 for CSPP), we had all-staff meetings to review the previous years' findings. Plus, we review ERS, DRDP's, and Parent Surveys; this year, we added DRDPtech training too.</p> <p>We also review the Program Review Instrument (PRI) at the staff meeting. We go over our <i>Plan for Parent Involvement</i> for the upcoming year, staff training/development needs, and other pertinent information.</p> <p>The Office/Admin Team also meets at the beginning of the year. The PRI is discussed and reviewed so each staff knows what is to be done and by whom. We also review the <i>Annual Evaluation Plan</i> to ensure it is still accurate and on target.</p>	

Once the PSE is released by CDE we hold on-site staff meetings at each facility. We calendar items to be done (i.e. distribute Parent Surveys, hold Parent-Teacher Conferences, conduct ERS, and data input) and by whom.

The Office/Admin Team also meet once the PSE is released. We discuss/review items that are related to Governance and Administration. We plan and review who is doing what, and by when. Plus, I inquire if any trainings or reviews are desired from Admin Staff regarding child/family eligibility, records inventory, fee assessment, etc.

For Board Members:

The "findings" from the Annual Program Self Evaluation are given/presented to the Board at the first available City Council Meeting each fiscal year, typically in mid-July. Members are encouraged to review and ask any questions.

At this time, the Board is reminded that the PSE is an annual and ongoing process and any involvement from the Board is appreciated. Things that they can be involved in are: be trained in ERS and help conduct one, and/or review the findings on each individual classroom component (Parent Surveys, ERS, and DRDP's). Also a copy of the Program Instrument is available to all Members, so they can be more aware of the many aspects of our ECE Program.

**Statement of Completion:** I certify that all documents required as a part of the PSE have been completed and are available for review and/or submittal upon request.

<b>Signature of Executive Director</b> 	<b>Date</b> 30 MAY 2016
<b>Name and Title</b> Bill Smith – City Manager	<b>Phone Number</b> 909-370-5051
<b>Contact Name if different from above (please print)</b> Christopher M. Rymer – Program Director	<b>Phone Number</b> 909-370-6172

**Summary of Program Self-Evaluation  
Fiscal Year 2015–16**

<b>Contractor Legal Name</b> City of Colton		<b>Vendor Number</b> 20176
<b>Contract Type(s)</b> CSPP and CCTR		<b>Age Group (Infant/Toddler, Preschool, School-Age)</b> Preschool (part-day) and School-Age
<b>Program Director Name</b> Christopher M. Rymer / <i>CA</i>		<b>Phone Number and E-mail Address</b> 909-370-6172 & crymer@coltonca.gov
This form can be expanded and is not limited to a single page.		
<p>1. Provide a summary of the program areas that did not meet standards and a list of tasks needed to improve those areas.</p>		
<p>1. In reviewing the Parent Surveys, PAC meeting attendance sheets, ERS, Site meetings, and Parent/Teacher Conference forms, our parent participation and involvement is low throughout the Agency. We do have what was deemed a good plan for Parent Education and Involvement, however it needs to be revised.</p> <p>To increase the amount and quality of "parent involvement", we will:</p> <ol style="list-style-type: none"> <li>1. Inform parents of the results of the data, and that only 59% were "very satisfied" with parent involvement per the Parent Survey</li> <li>2. Create and disperse a survey asking parents how they would like to be involved</li> <li>3. Ask Site Supervisors, Lead Teachers, and Aides to create a list of "jobs/tasks" parents can do and/or assist us with at their sites</li> <li>4. At all enrollments and recertification's spend more time discussing the importance (and the requirement) of parent involvement in the Program</li> <li>5. On Parent Orientation at the site, give more emphasis on the importance (and the requirement) of parent involvement in the Program</li> <li>6. Disperse the "list" of ways parents can be involved in the program</li> <li>7. Review, at least quarterly, the progress of parent involvement at each site.</li> </ol> <p>2. In completing the two EESD 4002 forms (CSPP and CCTR) the average score of "Activities" is 4.2. While the SACERS and ECERS are different, they have many similarities. The two subscales with lowest score that had the most impact on the low Activities score, that I believe cross over to both ERS, are Cultural Awareness/Promoting Acceptance of Diversity and Science and Nature activities/Sand and Water (CCTR and CSPP respectively).</p> <p>In order to receive a higher score and above the level of a 5, we will need to:</p> <ol style="list-style-type: none"> <li>1. Purchase a sand/water table at one CSPP site</li> <li>2. Purchase a variety of materials to put in and then more to rotate materials at all three CSPP sites</li> <li>3. Have the tables out and accessible to the children</li> <li>4. Create a more defined "science" area in one CCTR site</li> <li>5. Buy a replacement filter and new fish for the fish tank at one CCTR site</li> <li>6. Plan more age appropriate science and nature activities at all CCTR sites</li> <li>7. Invite parents from a variety of backgrounds to come share their culture</li> <li>8. Plan and conduct more cooking projects and have snacks that represent different cultures</li> <li>9. Purchase more multicultural posters</li> <li>10. Purchase more "people color" crayons/markers</li> <li>11. Create bulletin boards and have a discussion/circle time with kids at times when the calendar dictates (i.e. MLK Jr. Day, Cesar Chavez Day, Black History month, Chinese New Year, etc.)</li> </ol>		

2. Provide a summary of areas that met standards and a summary of procedures for ongoing monitoring to ensure that those areas continue to meet standards.

1. In Governance and Administration, we continue to meet the standards. We had a very successful CMU in March of 2015. Plus, we received some Technical Assistance to make recertification go more smoothly.

To ensure we keep meeting the standards in this area we (Admin Team/Office Staff) will continue to check each other's work, use the CenterTrack and KinderWait system, stay abreast of the latest regulations (via CCDAA workshops), and attend trainings as needed.

2. This fiscal year was, in my opinion, our best year in my tenure in the area of Staffing and Professional Development. Staff received and attended more trainings this year than any other, in my memory. Besides those conducted in-house (on Staff Development Plan), staff went to CPIN, Director's Meetings, CCDAA, and Child Care Planning Council trainings. Most staff is in CaresPLUS, as well.

To ensure we continue to meet standards in this area, we (Admin Team/Office Staff) will continue to conduct our own in-house trainings, allow staff to go to any training they see fit (as long as we have a Sub available), forward any/all flyers and emails regarding upcoming trainings, and send staff to any trainings applicable.

3. The Parent Survey's showed 89% of our families, at six sites, are Very Satisfied, 11% Satisfied, and 0% not satisfied. While we strive for 100% "very satisfied", I believe this is more than sufficient.

To ensure we continue meeting the standards in this area, we (Admin Team/Office Staff) will continue to have an "open door" policy, have bi-monthly parent meeting at the sites, have quarterly PAC meetings, follow-up on all emails and voice mails within one business day, and offer excellent customer service as a rule.



EARLY CHILDHOOD EDUCATION DIVISION

# PARENT HANDBOOK

**SCHOOL AGE PROGRAM**

CCTR-School Year 2016-2017



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## INTRODUCTION

The City of Colton Early Care and Education (ECE) program is designed to meet child care needs in the community. In 1987, the City Council for the City of Colton became aware of the shortfall of available child care and resources in the community. They then requested the Community Services Department (CSD) of the City of Colton to investigate possible solutions. CSD was able to secure a contract and funding from the CA Department of Education (CDE), began offering child care in January, 1988.

Currently the ECE program operates four Child Development Centers: three are School-Age programs that operate on-site at local elementary schools (Reche Canyon, Cooley Ranch, and Paul J. Rogers), and one is a State Preschool that operates at a local church.

We serve roughly 250 families each year from the City of Colton and the surrounding communities. We employ around 25 people, some of which started out as parents.

## **MISSION STATEMENT**

To help build a better community by offering quality and affordable child development services and to enable and assist parents and families in becoming self-sufficient, respectful, and productive citizens.

## **GOALS**

- To provide a professional administrative staff with a comprehensive background in child development, strong leadership abilities, good communication skills, and an awareness of the community they serve.
- To provide a professional program staff who are knowledgeable in child development, supportive, and available to children, parents and community, and continually interested in improving quality.
- To provide an environment that encourages a feeling of success by designing learning experiences and activities that are age-appropriate and meet the social, emotional, physical, and creative needs of all children they serve.
- To assist children in gaining respect for other cultures as well as their own culture.
- To encourage the development of nutrition and health habits.
- To gather information through community resources for our families to enable them to become and remain self sufficient.
- To act as a resource to the community on matters regarding child development.
- To conduct an Annual Self-Evaluation that is on-going with “Desired Results” for children and families and focuses on ongoing program improvement.

## **OBJECTIVES**

- Administrative staff will monitor activities to insure compliance with funding sources and licensing requirements.
- Children will be encouraged to express feelings with words, learn consequences for their actions, and build empathy.
- Children will participate in group problem solving, planning and developing class rules.
- Each child will be provided a variety of appropriate learning, creative and recreational activities which allow the child to explore a range of human experiences in a non-judgmental and non-threatening manner.
- Program staff will encourage children’s development of a positive self-image by giving each child supportive and ongoing feedback throughout the day.
- Children will be given nutritional snacks and will participate in cooking experiences that promote healthy food choices.
- Children will be provided opportunities to gain a better understanding of their own culture and a respect for other cultures.
- Parents social service needs will be assessed at enrollment, annually, or as needed.

## ADMISSION GUIDELINES

### Admission Priorities

Families are enrolled based on the eligibility criteria noted below, first priority is given to:

- Child Protective Services
- At risk of abuse, neglect or exploitation
- Current Aid Recipient
- Homeless
- Income Eligible based on the Family Fee Schedule from the California Department of Education (CDE)

Within the above criteria, families are also listed/ranked by household size and income. Families with the lowest ranking have the highest priority. Additionally, all families must be inputted into our Waiting List System (KinderWait) and then enrolled from that list.

## ENROLLMENT GUIDELINES

The City of Colton ECE program collects the following pertinent information during time of enrollment. It is very important to fill out the following forms completely, accurately and promptly. Your child cannot begin to attend the Center without/until agency certification into the School Age Program.

### Documentation to be provided by parent/guardian

- Picture Identification Card (I.D.)
- One (1) month of current pay stubs (*all sources of income*)
- Employment Verification Form (*must be completed by employer*) **AND** the "Release" statement must be signed and dated by working person (see form)
- Training Verification Form (*must be completed by school/training institution*) (*if applicable*)
- Child Support / Alimony Stubs
- Current AFDC Notice of Action (*if applicable*)
- Court Orders / Restraining Order (*if applicable*)
- Documentation for special needs (*if applicable*)

**Proof of Family Size:** It is a requirement for the Adult who is attempting to enroll the child to prove *Family Size*. For each child in the home, provide; birth certificates, court orders regarding child custody, adoption documents, Foster Care records, School or Medical records, County Welfare records, or other documentation indicating the relationship with child and parent.

\*\*\*For "Single Parent" households, you must provide documentation you are a single parent. Acceptable documentation is; divorce records, child custody records, child support payments, Rental Agreement w/ utility bill (unless included), and/or letter from informal landlord (i.e. you live with your parents/child's grandparents). Other documentation may be acceptable if it supports being a single parent.

**Proof of Income: Title 5, 18087:** It is a requirement for the Adult who is attempting to enroll a child to prove Family Income.

Submitting recent Check Stubs is the preferred method to calculate income. Other types if applicable are; NOA for Public Assistance, Disability, child or spousal support, and more.

ONE MONTH of proof is required, and must current income and be within 30 days of enrollment. If paid in cash, a *Self-declaration* form must be submitted. Please inform staff if paid by cash.

For self-employed or independent contractors, income is considered gross wages minus business expenses. Previous years taxes are required, plus recent documentation of business expenses and revenue.

**Proof of Need: Title 5, 18086:** Parents/guardians who want to receive SSAP services must prove their need. The Employment Verification form is the primary document to prove need. Other documentation, like a written/printed statement from the Employer that stated hours and days worked may be acceptable.

If parent has a variable work schedule, then a “maximum hours per week” will be calculated using the four previous weeks to calculate need. Families that are deemed “Varied Schedule” will be required to be re-certified every four months to ensure compliance. Additionally, regular work schedules will need to be submitted to the ECE Division.

If a parent is self-employed or an independent contractor the documentation of need shall consist of a variety of sources; PLEASE read the Parent handbook for more details.

**Proof of Need: Title 5, 18087. (con't)**

Parents/guardians that are attending school or training need to document their need via a *Training Verification* form. This form need to be completed and “stamped” by the school or Agency conducting the training. Please note that parent will also need to submit proof of enrollment AND proof of fulfillment.

The documentation that is submitted must show beginning and ending dates, and times of the classes. Additional hours may be granted for study and travel time.

**Other Types of Need**

CDE does allow other types of need that must also be documented. These types of need are; Seeking Employment, Employment in the Home, Parental Incapacity, and Seeking Permanent Housing.

If you have any of the above needs, please ask the staff about the Service Limits.

**Documentation to be signed by parent/guardian**

- Certification Eligibility (CD 9600 Form)
- Privacy Notice and Consent Form (CD 9600A Form)
- Income Calculation Worksheet
- Employment Verification Form
- Family Needs Assessment
- Identification and Emergency Card
- Health History Report
- Consent for Medical Treatment
- Parent’s Rights
- Personal Rights
- Receipt of Parent Handbook and Orientation Checklist

**ABSENCES**

CDE, who partially funds the City of Colton ECE programs, requires that enrollment of children be monitored closely. Children are expected to attend the program on each day they are contracted to attend. We realize of course, absences will occur. Parents must identify each absence on the monthly attendance sheet.

**The following constitute an excused absence:**

- Illness and/or quarantine of child enrolled
- Illness and/or quarantine of a parent/guardian
- Family Emergency (See Note)

- Court ordered visitations (copy of court order must be submitted)
- Reasons clearly in the best interest of the child  
(10 “best interest” days per contract year)

Note: A Family Emergency (FE) consists of, but not limited to;

- Death and/or funeral of an immediate family member/guardian (parent, grandparent, sibling, 1<sup>st</sup> Aunt or Uncle, etc.). Limits; 3 days local, 5 days out of CA or in NorCal, 10 days out of Country.
- Illness/quarantine of a sibling
- Unexpected transportation issue (not chronic or frequent)
- Natural disaster

All Family Emergencies must be coordinated with the ECE Office and some have specific limits. If you need to excuse an absence(s) due to a Family Emergency, please call the office for allowable days for your FE. Lastly, we reserve the right to ask for any documentation associated with your FE.

The City of Colton **allows FIVE (5) unexcused absences**. More unexcused absences and/or absences beyond the ten (10) “best interest” days are grounds for termination. PLEASE TAKE TIME TO REVIEW THE FOLLOWING REGULATIONS. YOU ARE RESPONSIBLE FOR COMPLYING WITH City of Colton’s ECE ATTENDANCE POLICY. FAILURE TO DO SO WILL RESULT IN TERMINATION FROM OUR PROGRAM.

Families may also request a *Limited Term Service Leave (LTSL)*. A LTSL is a request to ask for time away from the program, without being terminated due to excessive absences. This request must be turned into the office in writing and in advance of the leave. It must have; the first and last day the child is expected to be gone, a date, a signature, reason why (i.e. traveling out of the country), and contact information on the request. We reserve the right to; decline the request on a case-by-case basis, use the Best Interest Days while out, and/or request more information on the request.

#### Reporting of Absences

It is the parent/guardian’s responsibility to contact the center if your child is going to be absent. After the child has been absent for three consecutive days a doctor’s note may be required in order to return to ECE program. If the center has not received any contact from the parent regarding absences, the City of Colton will issue a **Notice of Action** terminating services.

## **SIGN IN/OUT CARD PROCEDURES**

Please read the following regulations carefully as you are responsible for correctly filling out your child sign in/out card. Repeated lack of compliance regarding sign in/out card rules can result in termination from the program.

### SIGNATURES ON SIGN IN/OUT CARDS

- Parents and/or authorized guardian must sign the child "IN" upon drop-off to the Center every day.
- Parents and/or authorized guardian must sign the child "OUT" upon pick-up from the Center every day
- Legal signatures are required, no initials.
- No advanced signatures are allowed; including the required signature on the bottom of the sign in/out card (Must be from a legal guardian).
- USE EXACT TIMES, do not round.

### AUTHORIZED PERSON TO SIGN CHILDREN IN/OUT OF CENTER \* and \*\*

- Authorized person must 18 years or older **with Picture ID**.
- Authorized person must sign child in/out daily (not in advance)
- Authorized person **must be on your Emergency Card** to drop off or pick up a child (NO EXCEPTIONS).

\* Note: Please make sure that all authorized individuals that you have designated as responsible for picking up your child are aware of our rules and regulations as these regulations apply to ALL those who sign children in/out from the Center. Repeated non-compliance to sign in/out cards regulation and procedures by those other than a parent will also be cause for the child to be terminated from the program.

\*\* Note: In rare occasions children are left at the Center past closing time. We will make every attempt to find an *Authorized Person* to pick-up your child (from your Emergency Card). However, if unsuccessful, we reserve the right to take your child to the Colton Police Station 60 minutes past closing (909-370-5000: 650 La Cadena Avenue, Colton).

### CUSTODY/COURT ORDERS

If custody of a minor child (ren) is determined by the court, we require a copy of it. If there is a *Restraining Order* in place, we will need a copy of it in order to follow. It. Please know a biological parent has the right to visit and pick-up a child, unless we have a legal document prohibiting such action.

## **ARRIVAL AND DEPARTURE PROCEDURES**

When dropping off or picking up your child, the following is required:

- Verbal or non verbal gesture that child is being dropped off/picked up. Example; verbal greeting, eye contact, or a hand wave
- Allow staff to give your child a quick visual and health check. This enables staff to "screen" a child that may be too sick to attend school that day

## REPORTING CHANGES

### Parent Responsibility

In order for City of Colton ECE program to remain in compliance with State regulations, parents must notify ECE Office of any change in status within **5 Days** of such change. Examples of a change in status may include, but is not limited to the following:

- Change in marital status
- Change in family size
- Change of income
- Change of name, address and/or phone number
- Change of employer, employment, work hours or location
- Change of employment status (i.e. promotion, discharge, layoff or resigned)

Please know that once qualified for the State Preschool Program you remain qualified for the entire year, but for file accuracy we require you to report any changes on the above listed categories.

### Who to Report to

Any changes to the above are to be reported by phone or in writing to the childcare administration office within **5 Days** of the change.

### Failure to Report Changes\*\*\*

Failure to report changes within the **"5 Day"** time period may result in termination of your child's participation in our program.

## NON DISCRIMINATION/RELIGIOUS INSTRUCTION POLICY

The City of Colton ECE program operates on a non-discriminatory basis, providing equal treatment and access to services without regard to sex, sexual orientation, sexual harassment, gender, ethnic group identification, race, ancestry, national origin, religion, color, or mental or physical disability in determining which children are served.

The City of Colton ECE program welcomes the enrollment of children with disabilities. The agency understands the requirement of the Americans with Disability Act (ADA) to make reasonable accommodations for such children and will implement those accommodations.

The City of Colton ECE program refrains from religious instruction or worship, and follows the Uniform Complaint Procedures (See Complaint Procedures). You may also contact out HR Director: Ted Cooper, 552 N La Cadena Dr. Colton, CA 92324  
909-370-5063

## FEES

Families receiving subsidized child care services may be required to pay a Flat Rate Family Fee based on a sliding scale (Schedule 2600) prepared by California Department of Education. Family size and adjusted monthly income (earned and unearned) are used to determine the applicable fee rate.

The amount of the *Family Fee* will be assessed using the following methodology. If the need for the family is determined to place the child (ren) in the program for **less than 130** hours a month, the family will be assessed at the *Part Time Fee*. If the need for the family is determined to place the child (ren) in the program **130 hours or more** a month, the family will be assessed at the *Full Time Fee*.

Families receiving Cash Aid are exempt from Family Fees, as well as CPS children. CPS children have up to a year upon the written recommendation of the protective services.

Fees are due and payable **in advance** of the child care provided. Family Fees are due on the 20th of the month for the upcoming month (e.g. by the 20th day in September for October child care). City of Colton will make every effort to send a Family Fee invoice five (5) days prior to the due date. However, it is ultimately the parent's responsibility to meet the payment schedule.

**No adjustment to Family Fees shall be made for excused or unexcused absences.**

Fees are due by the due date and are considered delinquent after (7) seven days; thus subject to termination. A Notice of Action (NOA) will be sent to the family with notification of non-payment, delinquent, or insufficient payment of fees and termination from the program unless fees are paid within fourteen (14) days from when given in person to nineteen (19) days from the mailing of the notice. Families who receive three (3) Notices of Action in a twelve (12) month period for delinquent or insufficient payment of Family Fees may be terminated regardless of payment prior to the termination date. If services is terminated due to non-compliance with this Family Fee Policy, the family will be ineligible for child care services for at least one (1) year and until all outstanding delinquent fees are paid. Family fees owed by terminated customers will be referred to a collection agency. If you are paying any other Child Care fees, please let the office know as it may eliminate this fee.

City of Colton has developed a clear policy related to repayment plans for parent(s) with delinquent fees. Repayment plans only will be allowed for families who have contacted the City of Colton office prior to effective date of termination. City of Colton ECE program will continue to provide services to the child, provided the parent pays current fees when due **and** pays the amount of the repayment plan.

Checks or Money Orders may be dropped off at your site. Cash, Credit Cards or checks are accepted at the office; you may call in a Credit Card as well.

## **CONFIDENTIALITY REPORTING POLICIES**

In the process of enrolling your child and providing comprehensive services for your child and family, it is necessary for the City of Colton ECE program staff to obtain personal information on children and families. The information obtained will be kept confidential. It is the policy of the ECE program to ensure maximum confidentiality at all times. To enforce this policy, the steps listed below will be followed:

- Only designated staff will be permitted access to the child/family information files. Access to your child's records and verbal confidentiality regarding the information will be observed at all times.
- Outside Agencies (i.e. CDE, Community Care Licensing, and Dept. of Social Services) may be granted access to child/family information upon Site inspections.
- Volunteers in the classroom will not be allowed to access or view any child/family's files or confidential information.
- Child/family files will be maintained in locked file cabinets at all times when not in use.
- Emergency cards will be maintained in a secure place at all times.

## **CHILD ABUSE REPORTING ACT**

The administration and teaching staff are mandated by the "California Child Abuse Reporting Act" California Penal Code Section 111665-11174: to report instances of suspected child abuse and or neglect. These reports will be made to the local child protective services (CPS).

## **DISCIPLINE POLICY\*\*\***

- Your child is expected to treat themselves, the other children, and the adults in the center with respect.
- Your child is expected to keep themselves safe and help keep their friends safe.
- Your child is expected to respond to directions given to him/her by staff in charge.

On field trips, including on buses, your child is expected to be on their best behavior. If your child chooses to misbehave on a field trip or on the bus, he/she may be excluded to future trips. If that is the case, alternative care will be offered by the ECE program.

*What happens if your child chooses to misbehave during the day?*

- We remind them of the Classroom rules
- We redirect them to another activity
- We redirect them to another area
- Have a "time-in" with a staff member to ensure they are not hurting themselves or other classmates
- If a child constantly and frequently putting themselves or others in harm's way, we will call you and ask for your assistance getting the behavior under control.

For more serious discipline problems, like fighting or intentionally hurting others, we will call for an immediate pick-up for the day.

If this happens (a call to home/work) we require a parent/teacher conference to strategies best and current practices on getting the behavior under control. Resources may be given to the parent on related subjects as well.

Since we are on the campuses of, and partners with, the Colton Joint Unified School District, we share the "zero tolerance" philosophy for weapons. If your child brings any weapon (gun, knife, brass knuckles, etc.) your child will be terminated immediately.

## **HOLD HARMLESS AGREEMENT**

The City of Colton, its officers, employees, agents, successors, will be held harmless from all harm, accidents, personal injury or property damage which may be suffered by your child arising out of, or in any way connected with participation in the City of Colton ECE program.

## **TRANSPORTATION**

The City of Colton, its officers, employees, agents, successors, will be held harmless from claims, liability, cost and expense, arising from your child being transported in a City of Colton vehicle by City of Colton staff.

## **NUTRITION**

A healthy snack is given to your child daily. Please see the menu for specifics. If your child has any food allergies PLEASE document them on the *Consent for Medical Treatment form AND the Health History form*.

## **SUNSCREEN AUTHORIZATION**

When needed and appropriate our staff will apply sunscreen on your child with the intention of preventing any damage from the harmful rays of the sun. We will use a minimum of SPF 15 and will meet all applicable State and Federal guidelines.

## **MEDICATION**

Only prescribed medication with the physician's label showing a current date, child's name, doctor, and amount of dosage will be accepted. Parents must complete a medication permission form and the Site Supervisor/Teacher must be able to understand all directions. Medication may not be given without a permission form. Please do not send medicine to school with the child. All medication given is recorded on a form verifying dosage, time given and staff administering medication.

Special Health Considerations - Any allergic, seizure or medical limitations the child may have must be noted on the emergency card and social development report. These conditions must be brought to the Site Supervisor's attention on the first day of attendance.

## **PERSONAL BELONGINGS**

Please label all personal belongings. The City of Colton Early Childhood Education is not responsible for lost or damaged items which may be brought from home. Please do not allow your child to bring money, gum, toy guns, or items which may be used in a violent context.

## **EARTHQUAKE KITS**

It is very important to have your child earthquake kits at the center. All earthquake kits need to be turned in by the first day of attendance at the child care center.

The following items should be included in your child's kit and put in a plastic bag with child's name.

1. Change of clothes (underwear, socks, shirt and pants, etc.)
2. Emergency contact phone number on a piece of paper
3. Comfort note, very simple with lots of T.L.C. (tender loving care) a small hand toy (something that will keep your child busy)

## **PARENT INVOLVEMENT**

As a CA Dept. of Ed funded program, we are required to implement the Desired Results System for Children and Families. This program has numerous, detailed components, below is a list of the most prominent aspects;

### **Desired Results Developmental Portfolio**

The portfolio is a “file” we keep on your child. It includes an assessment (Desired Results Developmental Profile-Preschool Version) of your child, copy of the Parent –Teacher Conference (see below), and work samples that help staff complete the assessment. The assessment is done twice during each school year.

### **Parent Advisory Committee (PAC)**

Parents are invited to participate and become involved in our Parent Advisory Committee Meetings. The purpose of PAC is to empower families with knowledge of child development, positive parenting strategies, parent/staff relations, and to become an advocate for the needs of parents and children. Committee officers include the following: Chairperson, Vice Chairperson, and Secretary/Treasurer. The PAC Meetings are held once a quarter.

### **Parent Conferences**

The purpose of a parent conference is to discuss your child’s development in areas of language, self-help skills, personal/social-emotional development, motor skills development, and cognitive development. Parent’s input regarding the child’s development needs and cultural practices are obtained. Two parent conferences are held each year, after completion of the DRDP assessment.

### **Parent Meetings**

The Site will have monthly parent meetings regarding a variety of topics. Please make it a priority and attend the monthly parent meetings.

### **No Additional Payments or Costs (Title 5 Regulation 18111)\*\*\***

The City of Colton ECE program cannot charge you any additional payments, or allow the family to incur any costs, to participate in the Program. Thus we will not; accept gifts, allow you to donate items that have a cost (i.e. birthday parties, potlucks, etc.), charge you any other fees, and/or require payment for snacks or meals.

## **Authorized Visitors & Representatives**

The City of Colton’s Early Care and Education Division considers the safety and well-being of our participants the utmost importance.

In this regard, we want to inform you that as a “licensed facility” from the Department of Social Services, Community Care Licensing, Title 22, we are mandated to allow Representatives from this

State Agency into the facility. The Representative is also allowed to inspect the Center, review your file, and if needed, interview your child.

This right to enter, review, and interview is also granted to Child Protective Services.

## **PROGRAM EVALUATION**

The City of Colton ECE program is reviewed through the following:

- Annual Agency Report (Program Self-Evaluation).
- Environmental Rating Scale (ERS-discussed at Orientation and PAC Meetings) Parents are welcome to be trained and help conduct an ERS.
- Parent Surveys done bi-annually.
- Parent Conferences conducted bi-annually by parents and staff.
- Contract Monitoring Review every three years by California Department of Education.
- Department of Social Services Community Care Licensing program compliance review and/or visits.

## **UNIFORM COMPLAINT PROCEDURES**

The City of Colton ECE program recognizes that on occasion parents will have concerns and/or complaints. First of all we want you to know that we at the Administration level have an *Open Door Policy* and welcome your comments. An informal discussion between the Site Supervisor/Manager and complainant will be used to resolve the concern or complaint. If you want to submit a concern/complaint formally you must complete the Comment/Concern/Complaint form and submit the completed form to the Site Supervisor/Manager. When the form is received, the Site Supervisor/Manager will determine how the concern or complaint should be handled and what procedure will be used. It is the program intent to settle complaints fairly and expeditiously. The signed form will be forwarded to the Manager, and if necessary to the Department's Director.

If the above actions fail to satisfy the complainant he/she may request a meeting with the Director in an effort to reconcile the difference. If deemed appropriate the Director will take the issue to the City Manager and/or City Council/Board of Director's.

It is the intent of the City of Colton ECE program to fully comply with all applicable State and Federal laws and regulations. Individuals, agencies, organizations, students, and interested third parties have the right to file a complaint regarding the City of Colton ECE program's alleged violation of State and/or Federal laws. This includes allegations of unlawful discrimination (Ed. Code Sections 200 and 220, and Government Code section 11135) in any program or activity funded by the State or receiving Federal assistance.

Complaints can be made with the CDE, in writing and signed, to:

Child Development Division  
Complaint Coordinator  
1430 N Street, Suite 3410  
Sacramento, CA 95814  
1-916-319-0800

If the complainant is not satisfied with the final decision from CDE, remedies may be available in Federal and State courts. The complainant should seek the advice of an attorney if his/her choosing

in this event. A complainant filing a written complaint alleging violations of prohibited discrimination may also pursue civil remedies including, but not limited to; injunctions, restraining orders, or other remedies or orders.

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The City of Colton ECE program cooperates fully with City of Colton and State of California with the intent of preventing fraud. Fraud is defined as knowingly or intentionally making any false statements or presenting any false materials or information as a means of obtaining state-subsidized monies and/or childcare services. Committing fraud will result in termination from the program.

### **Notice of Action (NOA) and Parent Appeal Rights**

If you received a NOA and do not agree with information on it, you have rights of appeal. You must fill out the back of the NOA, and submit back (in writing) to the City of Colton's ECE program. Pay attention to dates on the front as your appeal rights are time-sensitive. Generally you have 14 or 19 days to appeal, depending on whether the NOA was given to you or mailed.

### **Complaint & Grievance Procedure\*\*\***

If you have a complaint about; an ECE staff member, another participant or relative of participant, an ECE procedure, a safety issue, and/or any other issue/complaint/concern, Please follow our "chain-of command." In general, please make the immediate staff member aware of the complaint. Then, depending how the situation was handled, you have the right to go to the Coordinator, then Site Supervisor, then ECE Manager, the City of Colton's Community Services Director (Deb Farrar: 909-370-6175), the City Manager (Bill Smith: 909-370-5151), and lastly to City Council/Board of Director's (909-370-5060).

### **Harassment Policy**

The City of Colton and the ECE Program strive to be free of all forms of harassment. If you feel you have been harassed by and ECE staff and/or City of Colton Employee, please call the Director of Human Resources Ted Cooper at 909-370-5063.



CHILDREN AND FAMILY SERVICES DIVISION

# PARENT HANDBOOK

**PRESCHOOL PROGRAM**

School Year 2016-2017



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## INTRODUCTION

The City of Colton Children and Families (CFS) Division is designed to meet child care needs in the community. In 1987, the City Council for the City of Colton became aware of the shortfall of available child care and resources in the community. They then requested the Community Services Department (CSD) of the City of Colton to investigate possible solutions. CSD was able to secure a contract and funding from the CA Department of Education (CDE), began offering child care in January, 1988.

Currently the CFS program operates five Child Development Centers: three are School Age Programs (SAP) that operate on-site at local elementary schools (Reche Canyon, Cooley Ranch, and Paul J. Rogers), and three State Preschool sites (Sierra Vista, Wilson, and Paul J. Rogers-dual purpose).

We serve roughly 250 families each year from the City of Colton and the surrounding communities. We employ around 25 people, some of which started out as parents.

## **MISSION STATEMENT**

To help build a better community by offering quality and affordable child development services and to enable and assist parents and families in becoming self-sufficient, respectful, and productive citizens.

## **GOALS**

- To provide a professional administrative staff with a comprehensive background in child development, strong leadership abilities, good communication skills, and an awareness of the community they serve.
- To provide a professional program staff who are knowledgeable in child development, supportive, and available to children, parents and community, and continually interested in improving quality.
- To provide an environment that encourages a feeling of success by designing learning experiences and activities that are age-appropriate and meet the social, emotional, physical, and creative needs of all children they serve.
- To assist children in gaining respect for other cultures as well as their own culture.
- To encourage the development of nutrition and health habits.
- To gather information through community resources for our families to enable them to become and remain self sufficient.
- To act as a resource to the community on matters regarding child development.
- To conduct an Annual Self-Evaluation that is on-going with "Desired Results" for children and families and focuses on ongoing program improvement.

## **OBJECTIVES**

- Administrative staff will monitor activities to insure compliance with funding sources and licensing requirements.
- Children will be encouraged to express feelings with words, learn consequences for their actions, and build empathy.
- Children will participate in group problem solving, planning and developing class rules.
- Each child will be provided a variety of appropriate learning, creative and recreational activities which allow the child to explore a range of human experiences in a non-judgmental and non-threatening manner.
- Program staff will encourage children's development of a positive self-image by giving each child supportive and ongoing feedback throughout the day.
- Children will be given nutritional snacks and will participate in cooking experiences that promote healthy food choices.
- Children will be provided opportunities to gain a better understanding of their own culture and a respect for other cultures.
- Parents social service needs will be assessed at enrollment, annually, or as needed.

## ADMISSION GUIDELINES

### Admission Priorities

Families are enrolled based on the eligibility criteria noted below, first priority is given to:

- Child Protective Services
- At risk of abuse, neglect or exploitation
- Current Aid Recipient
- Homeless
- Income Eligible based on the Family Fee Schedule from the California Department of Education (CDE)

Within the above criteria, families are also listed/ranked by household size and income. Families with the lowest ranking have the highest priority. Additionally, all families must be inputted into our Waiting List System (KinderWait) and then enrolled from that list.

## ENROLLMENT GUIDELINES

The City of Colton CFS program collects the following pertinent information during time of enrollment. It is very important to fill out the following forms completely, accurately and promptly. Your child cannot begin to attend the Center without/until agency certification into the California State Preschool Program

### Documentation to be provided by parent/guardian

- Picture Identification Card (I.D.)
- One (1) month of current pay stubs (*all sources of income*)
- Employment Verification Form (*must be completed by employer*) **AND** the "Release" statement must be signed and dated by working person (see form)
- Training Verification Form (*must be completed by school/training institution*) (*if applicable*)
- Child Support / Alimony Stubs
- Current AFDC Notice of Action (*if applicable*)
- Court Orders / Restraining Order (*if applicable*)
- Documentation for special needs (*if applicable*)

**Proof of Family Size:** It is a requirement for the Adult who is attempting to enroll the child to prove *Family Size*. For each child in the home, provide; birth certificates, court orders regarding child custody, adoption documents, Foster Care records, School or Medical records, County Welfare records, or other documentation indicating the relationship with child and parent.

\*\*\*For "Single Parent" households, you must provide documentation you are a single parent. Acceptable documentations is; divorce records, child custody records, child support payments, Rental Agreement w/ utility bill (unless included), and/or letter from informal landlord (i.e. you live with your parents/child's grandparents). Other documentation may be acceptable if it supports being a single parent.

**Proof of Income: Title 5, 18087:** It is a requirement for the Adult who is attempting to enroll a child to prove Family Income.

Submitting recent Check Stubs (within 30 days) is the preferred method to calculate income. Other types if applicable are; NOA for Public Assistance, Disability, child or spousal support, and more. If paid by cash, please inform staff.

Additionally, the Employment Verification form is used and needed for income verification supporting documentation.

**ONE MONTH** of proof is required, and must be within 30 days of the registration appointment.

For self-employed or independent contractors, income is considered gross wages minus business expenses. Previous years taxes are required, plus recent documentation of business expenses and revenue.

**Documentation to be signed by parent/guardian**

- Certification Eligibility (CD 9600 Form)
- Privacy Notice and Consent Form (CD 9600A Form)
- Income Calculation Worksheet
- Employment Verification Form
- Family Needs Assessment
- Identification and Emergency Card
- Health History Report
- Consent for Medical Treatment
- Parent's Rights
- Personal Rights
- Receipt of Parent Handbook and Orientation Checklist

**ABSENCES**

CDE, who funds the City of Colton CFS programs, requires that enrollment of children be monitored closely. Children are expected to attend the program on each day they are contracted to attend. We realize of course, absences will occur. Parents must identify each absence on the monthly attendance sheet.

**The following constitute an excused absence:**

- Illness and/or quarantine of child enrolled
- Illness and/or quarantine of a parent/guardian
- Family Emergency (See Note)
- Court ordered visitations (copy of court order must be submitted)
- Reasons clearly in the best interest of the child  
(10 "best interest" days per contract year)

Note: A Family Emergency (FE) consists of, but not limited to;

- Death and/or funeral of an immediate family member/guardian (parent, grandparent, sibling, 1<sup>st</sup> Aunt or Uncle, etc.). Limits; 3 days local, 5 days out of CA or in NorCal, 10 days out of Country.
- Illness/quarantine of a sibling
- Unexpected transportation issue (not chronic or frequent)
- Natural disaster

All Family Emergencies must be coordinated with the CFS Office and some have specific limits. If you need to excuse an absence(s) due to a Family Emergency, please call the office for allowable days for your FE. Lastly, we reserve the right to ask for any documentation associated with your FE.

The City of Colton **allows FIVE (5) unexcused absences**. More unexcused absences and/or absences beyond the ten (10) "best interest" days are grounds for termination. PLEASE TAKE TIME TO REVIEW THE FOLLOWING REGULATIONS. YOU ARE RESPONSIBLE FOR COMPLYING WITH City of Colton's ECE ATTENDANCE POLICY. FAILURE TO DO SO WILL RESULT IN TERMINATION FROM OUR PROGRAM.

Families may also request a *Limited Term Service Leave* (LTSL). A LTSL is a request to ask for time away from the program, without being terminated due to excessive absences. This request must be

turned into the office in writing and in advance of the leave. It must have; the first and last day the child is expected to be gone, a date, a signature, reason why (i.e. traveling out of the country), and contact information on the request. We reserve the right to; decline the request on a case-by-case basis, use the Best Interest Days while out, and/or request more information on the request.

#### Reporting of Absences

It is the parent/guardian's responsibility to contact the center if your child is going to be absent. After the child has been absent for three consecutive days a doctor's note may be required in order to return to ECE program. If the center has not received any contact from the parent regarding absences, the City of Colton will issue a **Notice of Action** terminating services.

## **SIGN IN/OUT CARD PROCEDURES**

Please read the following regulations carefully as you are responsible for correctly filling out your child sign in/out card. Repeated lack of compliance regarding sign in/out card rules can result in termination from the program.

#### SIGNATURES ON SIGN IN/OUT CARDS

- Parents and/or authorized guardian must sign the child "IN" upon drop-off to the Center every day.
- Parents and/or authorized guardian must sign the child "OUT" upon pick-up from the Center every day
- Legal signatures are required, no initials.
- No advanced signatures are allowed; including the required signature on the bottom of the sign in/out card (Must be from a legal guardian).
- USE EXACT TIMES, do not round.

#### AUTHORIZED PERSON TO SIGN CHILDREN IN/OUT OF CENTER \* and \*\*

- Authorized person must 18 years or older **with Picture ID**.
- Authorized person must sign child in/out daily (not in advance)
- Authorized person **must be on your Emergency Card** to drop off or pick up a child (NO EXCEPTIONS).

\* Note: Please make sure that all authorized individuals that you have designated as responsible for picking up your child are aware of our rules and regulations as these regulations apply to ALL those who sign children in/out from the Center. Repeated non-compliance to sign in/out cards regulation and procedures by those other than a parent will also be cause for the child to be terminated from the program.

\*\* Note: In rare occasions children are left at the Center past closing time. We will make every attempt to find an *Authorized Person* to pick-up your child (from your Emergency Card). However, if unsuccessful, we reserve the right to take your child to the Colton Police Station 60 minutes past closing (909-370-5000: 650 La Cadena Avenue, Colton).

#### CUSTODY/COURT ORDERS

If custody of a minor child (ren) is determined by the court, we require a copy of it. If there is a *Restraining Order* in place, we will need a copy of it in order to follow. It. Please know a biological parent has the right to visit and pick-up a child, unless we have a legal document prohibiting such action.

## ARRIVAL AND DEPARTURE PROCEDURES

When dropping off or picking up your child, the following is required:

- Verbal or non verbal gesture that child is being dropped off/picked up. Example; verbal greeting, eye contact, or a hand wave
- Allow staff to give your child a quick visual and health check. This enables staff to “screen” a child that may be too sick to attend school that day

## REPORTING CHANGES

### Parent Responsibility

In order for City of Colton CFS program to remain in compliance with State regulations, parents must notify ECE Office of any change in status within **5 Days** of such change. Examples of a change in status may include, but is not limited to the following:

- Change in marital status
- Change in family size
- Change of income
- Change of name, address and/or phone number
- Change of employer, employment, work hours or location
- Change of employment status (i.e. promotion, discharge, layoff or resigned)

Please know that once qualified for the State Preschool Program you remain qualified for the entire year, but for file accuracy we require you to report any changes on the above listed categories.

### Who to Report to

Any changes to the above are to be reported by phone or in writing to the childcare administration office within **5 Days** of the change.

### Failure to Report Changes\*\*\*

Failure to report changes within the **“5 Day”** time period may result in termination of your child’s participation in our program.

## NON DISCRIMINATION/RELIGIOUS INSTRUCTION POLICY

The City of Colton CFS program operates on a non-discriminatory basis, providing equal treatment and access to services without regard to sex, sexual orientation, sexual harassment, gender, ethnic group identification, race, ancestry, national origin, religion, color, or mental or physical disability in determining which children are served.

The City of Colton CFS program welcomes the enrollment of children with disabilities. The agency understands the requirement of the Americans with Disability Act (ADA) to make reasonable accommodations for such children and will implement those accommodations.

The City of Colton CFS program refrains from religious instruction or worship, and follows the Uniform Complaint Procedures (See Complaint Procedures). You may also contact our HR Director: Ted Cooper, 552 N La Cadena Dr. Colton, CA 92324

909-370-5063

## **CONFIDENTIALITY REPORTING POLICIES**

In the process of enrolling your child and providing comprehensive services for your child and family, it is necessary for the City of Colton CFS program staff to obtain personal information on children and families. The information obtained will be kept confidential. It is the policy of the CFS program to ensure maximum confidentiality at all times. To enforce this policy, the steps listed below will be followed:

- Only designated staff will be permitted access to the child/family information files. Access to your child's records and verbal confidentiality regarding the information will be observed at all times.
- Outside Agencies (i.e. CDE, Community Care Licensing, and Dept. of Social Services) may be granted access to child/family information upon Site inspections.
- Volunteers in the classroom will not be allowed to access or view any child/family's files or confidential information.
- Child/family files will be maintained in locked file cabinets at all times when not in use.
- Emergency cards will be maintained in a secure place at all times.

## **CHILD ABUSE REPORTING ACT**

The administration and teaching staff are mandated by the "California Child Abuse Reporting Act" California Penal Code Section 111665-11174: to report instances of suspected child abuse and or neglect. These reports will be made to the local child protective services (CPS).

## **DISCIPLINE POLICY\*\*\***

- Your child is expected to treat themselves, the other children, and the adults in the center with respect.
- Your child is expected to keep themselves safe and help keep their friends safe.
- Your child is expected to respond to directions given to him/her by staff in charge.

On field trips, including on buses, your child is expected to be on their best behavior. If your child chooses to misbehave on a field trip or on the bus, he/she may be excluded to future trips. If that is the case, alternative care will be offered by the CFS program.

*What happens if your child chooses to misbehave during the day?*

- We remind them of the Classroom rules
- We redirect them to another activity
- We redirect them to another area
- Have a "time-in" with a staff member to ensure they are not hurting themselves or other classmates
- If a child constantly and frequently putting themselves or others in harm's way, we will call you and ask for your assistance getting the behavior under control.

For more serious discipline problems, like fighting or intentionally hurting others, we will call for an immediate pick-up for the day.

If this happens (a call to home/work) we require a parent/teacher conference to strategies best and current practices on getting the behavior under control. Resources may be given to the parent on related subjects as well.

Since we are on the campuses of, and partners with, the Colton Joint Unified School District, we share the "zero tolerance" philosophy for weapons. If your child brings any weapon (gun, knife, brass knuckles, etc.) your child will be terminated immediately.

## **HOLD HARMLESS AGREEMENT**

The City of Colton, its officers, employees, agents, successors, will be held harmless from all harm, accidents, personal injury or property damage which may be suffered by your child arising out of, or in any way connected with participation in the City of Colton CFS program.

## **TRANSPORTATION**

The City of Colton, its officers, employees, agents, successors, will be held harmless from claims, liability, cost and expense, arising from your child being transported in a City of Colton vehicle by City of Colton staff.

## **NUTRITION**

A healthy snack is given to your child daily. Please see the menu for specifics. If your child has any food allergies PLEASE document them on the *Consent for Medical Treatment form AND the Health History form*.

## **SUNSCREEN AUTHORIZATION**

When needed and appropriate our staff will apply sunscreen on your child with the intention of preventing any damage from the harmful rays of the sun. We will use a minimum of SPF 15 and will meet all applicable State and Federal guidelines.

## **MEDICATION**

Only prescribed medication with the physician's label showing a current date, child's name, doctor, and amount of dosage will be accepted. Parents must complete a medication permission form and the Site Supervisor/Teacher must be able to understand all directions. Medication may not be given without a permission form. Please do not send medicine to school with the child. All medication given is recorded on a form verifying dosage, time given and staff administering medication.

Special Health Considerations - Any allergic, seizure or medical limitations the child may have must be noted on the emergency card and social development report. These conditions must be brought to the Site Supervisor's attention on the first day of attendance.

## **PERSONAL BELONGINGS**

Please label all personal belongings. The City of Colton Early Childhood Education is not responsible for lost or damaged items which may be brought from home. Please do not allow your child to bring money, gum, toy guns, or items which may be used in a violent context.

## **PHOTO CONSENT\*\*\***

See last page.

## **EARTHQUAKE KITS**

It is very important to have your child earthquake kits at the center. All earthquake kits need to be turned in by the first day of attendance at the child care center.

The following items should be included in your child's kit and put in a plastic bag with child's name.

1. Change of clothes (underwear, socks, shirt and pants, etc.)
2. Emergency contact phone number on a piece of paper
3. Comfort note, very simple with lots of T.L.C. (tender loving care) a small hand toy (something that will keep your child busy).

## **PARENT INVOLVEMENT**

As a CA Dept. of Ed funded program, we are required to implement the Desired Results System for Children and Families. This program has numerous, detailed components, below is a list of the most prominent aspects;

### **Desired Results Developmental Portfolio**

The portfolio is a "file" we keep on your child. It includes an assessment (Desired Results Developmental Profile-Preschool Version) of your child, copy of the Parent –Teacher Conference (see below), and work samples that help staff complete the assessment. The assessment is done twice during each school year.

### **Parent Advisory Committee (PAC)**

Parents are invited to participate and become involved in our Parent Advisory Committee Meetings. The purpose of PAC is to empower families with knowledge of child development, positive parenting strategies, parent/staff relations, and to become an advocate for the needs of parents and children. Committee officers include the following: Chairperson, Vice Chairperson, and Secretary/Treasurer. The PAC Meetings are held once a quarter.

### **Parent Conferences**

The purpose of a parent conference is to discuss your child's development in areas of language, self-help skills, personal/social-emotional development, motor skills development, and cognitive development. Parent's input regarding the child's development needs and cultural practices are obtained. Two parent conferences are held each year, after completion of the DRDP assessment.

### **Parent Meetings**

The Site will have monthly parent meetings regarding a variety of topics. Please make it a priority and attend the monthly parent meetings.

### **No Additional Payments or Costs (Title 5 Regulation 18111)\*\*\***

The City of Colton CFS program cannot charge you any additional payments, or allow the family to incur any costs, to participate in the Program. Thus we will not; accept gifts, allow you to donate items that have a cost (i.e. birthday parties, potlucks, etc.), charge you any other fees, and/or require payment for snacks or meals.

## **PROGRAM EVALUATION**

The City of Colton CFS program is reviewed through the following:

- Annual Agency Report (Program Self-Evaluation).
- Environmental Rating Scale (ERS-discussed at Orientation and PAC Meetings) Parents are welcome to be trained and help conduct an ERS.
- Parent Surveys done bi-annually.
- Parent Conferences conducted bi-annually by parents and staff.
- Contract Monitoring Review every three years by California Department of Education.
- Department of Social Services Community Care Licensing program compliance review and/or visits.

## **Authorized Visitors & Representatives**

The City of Colton's Early Care and Education Division considers the safety and well-being of our participants the utmost importance.

In this regard, we want to inform you that as a "licensed facility" from the Department of Social Services, Community Care Licensing, Title 22, we are mandated to allow Representatives from this State Agency into the facility. The Representative is also allowed to inspect the Center, review your file, and if needed, interview your child.

This right to enter, review, and interview is also granted to Child Protective Services.

## **UNIFORM COMPLAINT PROCEDURES**

The City of Colton CFS program recognizes that on occasion parents will have concerns and/or complaints. First of all we want you to know that we at the Administration level have an *Open Door Policy* and welcome your comments. An informal discussion between the Site Supervisor/Manager and complainant will be used to resolve the concern or complaint. If you want to submit a concern/complaint formally you must complete the Comment/Concern/Complaint form and submit the completed form to the Site Supervisor/Manager. When the form is received, the Site Supervisor/Manager will determine how the concern or complaint should be handled and what procedure will be used. It is the program intent to settle complaints fairly and expeditiously. The signed form will be forwarded to the Manager, and if necessary to the Department's Director.

If the above actions fail to satisfy the complainant he/she may request a meeting with the Director in an effort to reconcile the difference. If deemed appropriate the Director will take the issue to the City Manager and/or City Council/Board of Director's.

It is the intent of the City of Colton CFS program to fully comply with all applicable State and Federal laws and regulations. Individuals, agencies, organizations, students, and interested third parties have the right to file a complaint regarding the City of Colton CFS program's alleged violation of State and/or Federal laws. This includes allegations of unlawful discrimination (Ed. Code Sections 200 and 220, and Government Code section 11135) in any program or activity funded by the State or receiving Federal assistance.

Complaints can be made with the CDE, in writing and signed, to:

Child Development Division  
Complaint Coordinator  
1430 N Street, Suite 3410  
Sacramento, CA 95814  
1-916-319-0800

If the complainant is not satisfied with the final decision from CDE, remedies may be available in Federal and State courts. The complainant should seek the advice of an attorney if his/her choosing in this event. A complainant filing a written complaint alleging violations of prohibited discrimination may also pursue civil remedies including, but not limited to; injunctions, restraining orders, or other remedies or orders.

## **Policy on Fraud**

The City of Colton CFS program cooperates fully with City of Colton and State of California with the intent of preventing fraud. Fraud is defined as knowingly or intentionally making any false statements or presenting any false materials or information as a means of obtaining state-subsidized monies and/or childcare services. Committing fraud will result in termination from the program.

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## **Complaint & Grievance Procedure\*\*\***

If you have a complaint about; an CFS staff member, another participant or relative of participant, an CFS procedure, a safety issue, and/or any other issue/complaint/concern, Please follow our "chain-of command." In general, please make the immediate staff member aware of the complaint. Then, depending how the situation was handled, you have the right to go to the Coordinator, then Site Supervisor, then ECE Manager, the City of Colton's Community Services Director (Deb Farrar: 909-370-6175), the City Manager (Bill Smith: 909-370-5151), and lastly to City Council/Board of Director's (909-370-5060).

## **Harassment Policy**

The City of Colton and the CFS Program strive to be free of all forms of harassment. If you feel you have been harassed by and CFS staff and/or City of Colton Employee, please call the Director of Human Resources Ted Cooper at 909-370-5063.



## Receipt of CSPP Parent Handbook

FY 2016-17

I acknowledge I have been given a copy of the handbook form the City of Colton ECE program. I realize it is my responsibility to read, follow, and adhere to the policies and procedures in this handbook. I have been given a chance to review the handbook and ask any questions that I may have.

Printed Name	Signature	Date

### PHOTO CONSENT\*\*\*

We take many pictures/videos of children playing, singing, learning, and any other photogenic moments. In enrolling in a City of Colton program you are authorizing us to take pictures/videos of your child, and know we may use them to promote our programs.

If you **do not want** any photos/videos taken of your child; \_\_\_\_\_ initial and date here \_\_\_\_\_ initials \_\_\_\_\_ date.



EARLY CHILDHOOD EDUCATION DIVISION

# PARENT HANDBOOK

**SCHOOL AGE PROGRAM**

**PRIVATE PAY**

School Year 2015-2016



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## INTRODUCTION

The City of Colton Early Care and Education (ECE) program is designed to meet child care needs in the community. In 1987, the City Council for the City of Colton became aware of the shortfall of available child care and resources in the community. They then requested the Community Services Department (CSD) of the City of Colton to investigate possible solutions. CSD was able to secure a contract and funding from the CA Department of Education (CDE), began offering child care in January, 1988.

Currently the ECE program operates four Child Development Centers: three are School-Age programs that operate on-site at local elementary schools (Reche Canyon, Cooley Ranch, and Paul J. Rogers), and one is a State Preschool that operates at a local church.

We serve roughly 250 families each year from the City of Colton and the surrounding communities. We employ around 25 people, some of which started out as parents.

## **MISSION STATEMENT**

To help build a better community by offering quality and affordable child development services and to enable and assist parents and families in becoming self-sufficient, respectful, and productive citizens.

## **GOALS**

- To provide a professional administrative staff with a comprehensive background in child development, strong leadership abilities, good communication skills, and an awareness of the community they serve.
- To provide a professional program staff who are knowledgeable in child development, supportive, and available to children, parents and community, and continually interested in improving quality.
- To provide an environment that encourages a feeling of success by designing learning experiences and activities that are age-appropriate and meet the social, emotional, physical, and creative needs of all children they serve.
- To assist children in gaining respect for other cultures as well as their own culture.
- To encourage the development of nutrition and health habits.
- To gather information through community resources for our families to enable them to become and remain self sufficient.
- To act as a resource to the community on matters regarding child development.
- To conduct an Annual Self-Evaluation that is on-going with "Desired Results" for children and families and focuses on ongoing program improvement.

## **OBJECTIVES**

- Administrative staff will monitor activities to insure compliance with funding sources and licensing requirements.
- Children will be encouraged to express feelings with words, learn consequences for their actions, and build empathy.
- Children will participate in group problem solving, planning and developing class rules.
- Each child will be provided a variety of appropriate learning, creative and recreational activities which allow the child to explore a range of human experiences in a non-judgmental and non-threatening manner.
- Program staff will encourage children's development of a positive self-image by giving each child supportive and ongoing feedback throughout the day.
- Children will be given nutritional snacks and will participate in cooking experiences that promote healthy food choices.
- Children will be provided opportunities to gain a better understanding of their own culture and a respect for other cultures.
- Parents social service needs will be assessed at enrollment, annually, or as needed.

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- Identification and Emergency Card
- Health History Report
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- Illness and/or quarantine of child enrolled
- Illness and/or quarantine of a parent/guardian
- Family Emergency (See Note)
- Court ordered visitations (*copy of court order must be submitted*)
- Reasons clearly in the best interest of the child  
(10 "best interest" days per contract year)

Note: A Family Emergency (FE) consists of, but not limited to;

- Death and/or funeral of an immediate family member/guardian (parent, grandparent, sibling, 1<sup>st</sup> Aunt or Uncle, etc.). Limits; 3 days local, 5 days out of CA or in NorCal, 10 days out of Country.
- Illness/quarantine of a sibling
- Unexpected transportation issue (not chronic or frequent)
- Natural disaster

All Family Emergencies must be coordinated with the ECE Office and some have specific limits. If you need to excuse an absence(s) due to a Family Emergency, please call the office for allowable days for your FE. Lastly, we reserve the right to ask for any documentation associated with your FE.

Families may also request a *Limited Term Service Leave* (LTSL). A LTSL is a request to ask for time away from the program, without being terminated due to excessive absences. This request must be turned into the office in writing and in advance of the leave. It must have; the first and last day the child is expected to be gone, a date, a signature, reason why (i.e. traveling out of the country), and contact information on the request. We reserve the right to; decline the request on a case-by-case basis, use the Best Interest Days while out, and/or request more information on the request.

### Reporting of Absences

It is the parent/guardian's responsibility to contact the center if your child is going to be absent. After the child has been absent for three consecutive days a doctor's note may be required in order to return to ECE program. If the center has not received any contact from the parent regarding absences, the City of Colton will issue a **Notice of Action** terminating services.

## SIGN IN/OUT CARD PROCEDURES

Please read the following regulations carefully as you are responsible for correctly filling out your child sign in/out card. Repeated lack of compliance regarding sign in/out card rules can result in termination from the program.

### SIGNATURES ON SIGN IN/OUT CARDS

- Parents and/or authorized guardian must sign the child “IN” upon drop-off to the Center every day.
- Parents and/or authorized guardian must sign the child “OUT” upon pick-up from the Center every day
- Legal signatures are required, no initials.
- No advanced signatures are allowed; including the required signature on the bottom of the sign in/out card (Must be from a legal guardian).
- USE EXACT TIMES, do not round.

### AUTHORIZED PERSON TO SIGN CHILDREN IN/OUT OF CENTER \* and \*\*

- Authorized person must 15 years or older **with Picture ID**.
- Authorized person must sign child in/out daily (not in advance)
- Authorized person must be on your Emergency Card to drop off or pick up a child (NO EXCEPTIONS).

\* Note: Please make sure that all authorized individuals that you have designated as responsible for picking up your child are aware of our rules and regulations as these regulations apply to ALL those who sign children in/out from the Center. Repeated non-compliance to sign in/out cards regulation and procedures by those other than a parent will also be cause for the child to be terminated from the program.

\*\* Note: In rare occasions children are left at the Center past closing time. We will make every attempt to find an *Authorized Person* to pick-up your child (from your Emergency Card). However, if unsuccessful, we reserve the right to take your child to the Colton Police Station 60 minutes past closing (909-370-5000: 650 La Cadena Avenue, Colton).

### CUSTODY/COURT ORDERS

If custody of a minor child (ren) is determined by the court, we require a copy of it. If there is a *Restraining Order* in place, we will need a copy of it in order to follow. It. Please know a biological parent has the right to visit and pick-up a child, unless we have a legal document prohibiting such action.

## ARRIVAL AND DEPARTURE PROCEDURES

When dropping off or picking up your child, the following is required:

- Verbal or non verbal gesture that child is being dropped off/picked up. Example; verbal greeting, eye contact, or a hand wave
- Allow staff to give your child a quick visual and health check. This enables staff to “screen” a child that may be too sick to attend school that day

## REPORTING CHANGES

### Parent Responsibility

In order for City of Colton ECE program to remain in compliance with State regulations, parents must notify ECE Office of any change in status within **5 Days** of such change. Examples of a change in status may include, but is not limited to the following:

- Change of name, address and/or phone number
- Change of employer, employment, work hours or location

### Who to Report to

Any changes to the above are to be reported by phone or in writing to the childcare administration office within **5 Days** of the change.

### Failure to Report Changes\*\*\*

Failure to report changes within the **"5 Day"** time period may result in termination of your child's participation in our program.

## FEES

- \$35.00 Registration
- \$18.00 Part-time (less than 6.5 hours per day)
- \$30.00 Full-time (6.5 hours or more per day)

### FEE ASSESSMENT:

For *Private Pay* families, fees are set by a City Council Resolution. A monthly invoice is mailed to you near the end of each month for the upcoming month's fees. The amount of the bill is based on the number of days in the month for which you are contracted multiplied by appropriate daily rate.

### FEE COLLECTION:

Fees are due on the first day of each month, but no later than the **10th** day of each month; unless you are choosing the Split Pay Option (SPO). Unpaid fees by the **10th** of each month are considered delinquent. A Late Payment Fee of \$25.00 will be assessed if payment is delinquent. The SPO is designed to help you spread out your monthly charges over a longer period of time. The SPO allows you to make a partial payment before the **10th** AND then pay the rest of the balance by the **25th**. Failure to pay your balance by the **25th** will result in a second Late Payment Fee of \$25.00.

Make checks or money order payable to the City of Colton ECE program. For returned checks, a \$25.00 fee is charged for the first time, and a \$35.00 fee for a second and third time. Resubmit your returned check and penalty fee separately. Do not include these fees with your regular monthly payment. A 3<sup>rd</sup> returned check will result in the office requiring money order payments only.

There are **no deductions** allowed for days absent (illness, vacation, etc...), however a *Limited Service Term Leave* (LTSL) can be granted. In advance and in writing, parents may request a leave of absence billed at half their normal contracted rate. A leave of absence is to be taken in weekly increments. We do not bill for holidays or non-contracted days.

We accept cash, check, and credit card. For credit card payments you can pay by phone, pay in the office, or fill out the *Credit Card Authorization* form. This "form" will allow office staff to charge your credit card automatically on the date(s) you choose for the billed amount. The SPO is also allowed

with this option. For check payments you can pay by mail, at the office, or at the site. IF you are dropping off at the site, in an effort to avoid any disagreements as to when the check was received, site staff is required to document the date. Please ensure site staff notes when they received the check to avoid possible late payment fees. For cash payments we recommend you pay in person in the office. However, if needed to avoid the Late Payment Fee you may pay cash at the Site. ALWAYS get a "Cash Receipt" for cash payments prior to leaving cash with any staff member.

#### LATE PICK UP CHARGE:

Children are to be picked up at the site daily by 6:00 p.m. If you know you are going to be late, please contact the Site immediately so that we can reassure your child. Even in these cases there will be a late charge, but it is still very important that we know you are on your way. The late pick up charge will be \$7.00 per every 1-15 minutes, per family after 6:00 p.m. Three late pick-ups can cause termination of services. Refer to the *Un-Picked Up Child* policy for further information.

#### ACCURACY OF BILL:

Every attempt is made to produce accurate billing statements. If you believe your bill is inaccurate call the office immediately. If after contacting the office you still believe there is an error, follow the *Complaint Procedures* as listed in this handbook. If in any audit and/or file review an inaccurate bill is discovered, credits will be given or revised charges will be billed.

#### FAILURE TO PAY:

Failure to meet your financial obligation by the end of any month **will result** in suspension of services on last day of that month. You will receive one note on your child's sign in/out timesheet and one phone call re the reminder to pay. If your child comes into the Center on the first day of the next month and a payment hasn't been received by the Office or handed to a staff member, the site staff will be instructed to send your child to the school office. Services will remain suspended until payment arrangements are agreed upon and made with office staff.

When this occurs, a "Payment Plan" will be written and signed by both the parents and office staff. Failure to adhere to the terms in a Payment Plan will result in immediate suspension without advance notice. If 30 days go by without a payment to an outstanding account balance services will be permanently terminated. All uncharged late fees will be applied **AND** your file will be sent to the City's Collection Agency (Data Ticket Collection Agency). Lastly, failure to meet your financial obligation may also impact your ability to participate in other department/City programs.

## **CONFIDENTIALITY REPORTING POLICIES**

In the process of enrolling your child and providing comprehensive services for your child and family, it is necessary for the City of Colton ECE program staff to obtain personal information on children and families. The information obtained will be kept confidential. It is the policy of the ECE program to ensure maximum confidentiality at all times. To enforce this policy, the steps listed below will be followed:

- Only designated staff will be permitted access to the child/family information files. Access to your child's records and verbal confidentiality regarding the information will be observed at all times.
- Outside Agencies (i.e. CDE, Community Care Licensing, and Dept. of Social Services) may be granted access to child/family information upon Site inspections.
- Volunteers in the classroom will not be allowed to access or view any child/family's files or confidential information.
- Child/family files will be maintained in locked file cabinets at all times when not in use.
- Emergency cards will be maintained in a secure place at all times.

## **CHILD ABUSE REPORTING ACT**

The administration and teaching staff are mandated by the "California Child Abuse Reporting Act" California Penal Code Section 111665-11174: to report instances of suspected child abuse and or neglect. These reports will be made to the local child protective services (CPS).

## **DISCIPLINE POLICY\*\*\***

- Your child is expected to treat themselves, the other children, and the adults in the center with respect.
- Your child is expected to keep themselves safe and help keep their friends safe.
- Your child is expected to respond to directions given to him/her by staff in charge.

On field trips, including on buses, your child is expected to be on their best behavior. If your child chooses to misbehave on a field trip or on the bus, he/she may be excluded to future trips. If that is the case, alternative care will be offered by the ECE program.

*What happens if your child chooses to misbehave during the day?*

- We remind them of the Classroom rules
- We redirect them to another activity
- We redirect them to another area
- Have a "time-in" with a staff member to ensure they are not hurting themselves or other classmates
- If a child constantly and frequently putting themselves or others in harm's way, we will call you and ask for your assistance getting the behavior under control.

For more serious discipline problems, like fighting or intentionally hurting others, we will call for an immediate pick-up for the day.

If this happens (a call to home/work) we require a parent/teacher conference to strategies best and current practices on getting the behavior under control. Resources may be given to the parent on related subjects as well.

Since we are on the campuses of, and partners with, the Colton Joint Unified School District, we share the "zero tolerance" philosophy for weapons. If your child brings any weapon (gun, knife, brass knuckles, etc.) your child will be terminated immediately.

## **HOLD HARMLESS AGREEMENT**

The City of Colton, its officers, employees, agents, successors, will be held harmless from all harm, accidents, personal injury or property damage which may be suffered by your child arising out of, or in any way connected with participation in the City of Colton ECE program.

## **TRANSPORTATION**

The City of Colton, its officers, employees, agents, successors, will be held harmless from claims, liability, cost and expense, arising from your child being transported in a City of Colton vehicle by City of Colton staff.

## **NUTRITION**

A healthy snack is given to your child daily. Please see the menu for specifics. If your child has any food allergies PLEASE document them on the *Consent for Medical Treatment form AND the Health History form*.

## **SUNSCREEN AUTHORIZATION**

When needed and appropriate our staff will apply sunscreen on your child with the intention of preventing any damage from the harmful rays of the sun. We will use a minimum of SPF 15 and will meet all applicable State and Federal guidelines.

## **MEDICATION**

Only prescribed medication with the physician's label showing a current date, child's name, doctor, and amount of dosage will be accepted. Parents must complete a medication permission form and the Site Supervisor/Teacher must be able to understand all directions. Medication may not be given without a permission form. Please do not send medicine to school with the child. All medication given is recorded on a form verifying dosage, time given and staff administering medication.

Special Health Considerations - Any allergic, seizure or medical limitations the child may have must be noted on the emergency card and social development report. These conditions must be brought to the Site Supervisor's attention on the first day of attendance.

## **PERSONAL BELONGINGS**

Please label all personal belongings. The City of Colton Early Childhood Education is not responsible for lost or damaged items which may be brought from home. Please do not allow your child to bring money, gum, toy guns, or items which may be used in a violent context.

## **EARTHQUAKE KITS**

It is very important to have your child earthquake kits at the center. All earthquake kits need to be turned in by the first day of attendance at the child care center.

The following items should be included in your child's kit and put in a plastic bag with child's name.

1. Change of clothes (underwear, socks, shirt and pants, etc.)
2. Emergency contact phone number on a piece of paper
3. Comfort note, very simple with lots of T.L.C. (tender loving care) a small hand toy (something that will keep your child busy)

## **PARENT INVOLVEMENT**

As a CA Dept. of Ed funded program, we are required to implement the Desired Results System for Children and Families. This program has numerous, detailed components, below is a list of the most prominent aspects;

### **Parent Advisory Committee (PAC)**

Parents are invited to participate and become involved in our Parent Advisory Committee Meetings. The purpose of PAC is to empower families with knowledge of child development, positive parenting strategies, parent/staff relations, and to become an advocate for the needs of parents and children. Committee officers include the following: Chairperson, Vice Chairperson, and Secretary/Treasurer. The PAC Meetings are held once a quarter.

### **Parent Meetings**

The Site will have monthly parent meetings regarding a variety of topics. Please make it a priority and attend the monthly parent meetings.

### **No Additional Payments or Costs (Title 5 Regulation 18111)\*\*\***

This regulation applies to our subsidized cliental. However, in an effort to be fair, we will not allow you to bring in supplies for your child's birthday or donate other items to the Center. Please inquire with the Manager with any/all questions.

## **Authorized Visitors & Representatives**

The City of Colton's Early Care and Education Division considers the safety and well-being of our participants the utmost importance.

In this regard, we want to inform you that as a "licensed facility" from the Department of Social Services, Community Care Licensing, Tittle 22, we are mandated to allow Representatives from this State Agency into the facility. The Representative is also allowed to inspect the Center, review your file, and if needed, interview your child.

This right to enter, review, and interview is also granted to Child Protective Services.

## **PROGRAM EVALUATION**

The City of Colton ECE program is reviewed through the following:

- Annual Agency Report (Program Self-Evaluation).
- Environmental Rating Scale (ERS-discussed at Orientation and PAC Meetings) Parents are welcome to be trained and help conduct an ERS.
- Parent Surveys done bi-annually.
- Parent Conferences conducted bi-annually by parents and staff.
- Contract Monitoring Review every three years by California Department of Education.
- Department of Social Services Community Care Licensing program compliance review and/or visits.

## **UNIFORM COMPLAINT PROCEDURES**

The City of Colton ECE program recognizes that on occasion parents will have concerns and/or complaints. First of all we want you to know that we at the Administration level have an *Open Door Policy* and welcome your comments. An informal discussion between the Site Supervisor/Manager and complainant will be used to resolve the concern or complaint. If you want to submit a concern/complaint formally you must complete the Comment/Concern/Complaint form and submit the completed form to the Site Supervisor/Manager. When the form is received, the Site Supervisor/Manager will determine how the concern or complaint should be handled and what procedure will be used. It is the program intent to settle complaints fairly and expeditiously. The signed form will be forwarded to the Manager, and if necessary to the Department's Director.

If the above actions fail to satisfy the complainant he/she may request a meeting with the Director in an effort to reconcile the difference. If deemed appropriate the Director will take the issue to the City Manager and/or City Council/Board of Director's.

It is the intent of the City of Colton ECE program to fully comply with all applicable State and Federal laws and regulations. Individuals, agencies, organizations, students, and interested third parties have the right to file a complaint regarding the City of Colton ECE program's alleged violation of State and/or Federal laws. This includes allegations of unlawful discrimination (Ed. Code

Sections 200 and 220, and Government Code section 11135) in any program or activity funded by the State or receiving Federal assistance.

Complaints can be made with the CDE, in writing and signed, to:

Child Development Division  
Complaint Coordinator  
1430 N Street, Suite 3410  
Sacramento, CA 95814  
1-916-319-0800

If the complainant is not satisfied with the final decision from CDE, remedies may be available in Federal and State courts. The complainant should seek the advice of an attorney if his/her choosing in this event. A complainant filing a written complaint alleging violations of prohibited discrimination may also pursue civil remedies including, but not limited to; injunctions, restraining orders, or other remedies or orders.

### **Policy on Fraud**

The City of Colton ECE program cooperates fully with City of Colton and State of California with the intent of preventing fraud. Fraud is defined as knowingly or intentionally making any false statements or presenting any false materials or information as a means of obtaining state-subsidized monies and/or childcare services. Committing fraud will result in termination from the program.

### **NON DISCRIMINATION/RELIGIOUS INSTRUCTION POLICY**

The City of Colton ECE program operates on a non-discriminatory basis, providing equal treatment and access to services without regard to sex, sexual orientation, sexual harassment, gender, ethnic group identification, race, ancestry, national origin, religion, color, or mental or physical disability in determining which children are served.

The City of Colton ECE program welcomes the enrollment of children with disabilities. The agency understands the requirement of the Americans with Disability Act (ADA) to make reasonable accommodations for such children and will implement those accommodations.

The City of Colton ECE program refrains from religious instruction or worship, and follows the Uniform Complaint Procedures (See Complaint Procedures). You may also contact our HR Director: Ted Cooper, 552 N La Cadena Dr. Colton, CA 92324  
909-370-5063

### **Complaint & Grievance Procedure\*\*\***

If you have a complaint about; an ECE staff member, another participant or relative of participant, an ECE procedure, a safety issue, and/or any other issue/complaint/concern, Please follow our "chain-of command." In general, please make the immediate staff member aware of the complaint. Then, depending how the situation was handled, you have the right to go to the Coordinator, then Site Supervisor, then ECE Manager, the City of Colton's Community Services Director (Deb Farrar: 909-370-6175), the City Manager (Bill Smith: 909-370-5151), and lastly to City Council/Board of Director's (909-370-5060).

### **Harassment Policy**

The City of Colton and the ECE Program strive to be free of all forms of harassment. If you feel you have been harassed by and ECE staff and/or City of Colton Employee, please call the Director of Human Resources Ted Cooper at 909-370-5063.



## Receipt of Private Pay Parent Handbook

FY 2016-17

I acknowledge I have been given a copy of the handbook form the City of Colton ECE program. I realize it is my responsibility to read, follow, and adhere to the policies and procedures in this handbook. I have been given a chance to review the handbook and ask any questions that I may have.

\_\_\_\_\_ Printed Name                      \_\_\_\_\_ Signature                      \_\_\_\_\_ Date

### PHOTO CONSENT\*\*\*

We take many pictures/videos of children playing, singing, learning, and any other photogenic moments. In enrolling in a City of Colton program you are authorizing us to take pictures/videos of your child, and know we may use them to promote our programs.

If you **do not want** any photos/videos taken of your child; \_\_\_\_\_ initial and date here \_\_\_\_\_ initials \_\_\_\_\_ date.

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# STAFF REPORT

DATE: AUGUST 2, 2016  
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
 FROM: BILL SMITH, CITY MANAGER *[Signature]*  
 PREPARED BY: MARK TOMICH, DEVELOPMENT SERVICES DIRECTOR *[Signature]*

SUBJECT: **GENERAL PLAN UPDATE FOLLOW-UP & SENSITIVE DEVELOPMENT AREA-OVERLAY ZONE CHANGE/TEXT AMENDMENT.** Amendments to the Colton General Plan Land Use Element, Chapter 18 (Zoning) of the Colton Municipal Code, and the Official Zoning Map to amend the text of the Municipal Code relating to the SDA-O, Sensitive Development Area Overlay zone; place certain properties within the SDA-O zone with the underlying zones to remain unchanged; and change the general plan land use designations and corresponding zoning classifications for certain parcels.

## RECOMMENDED ACTION

Approve the following:

1. Adopt the following: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLTON APPROVING A GENERAL PLAN AMENDMENT TO CHANGE THE LAND USE DESIGNATIONS ON THE LAND USE PLAN FOR PROPERTIES LOCATED AT 1070 S. LA CADENA DRIVE FROM “LIGHT INDUSTRIAL” TO “GENERAL COMMERCIAL” & 271 EAST CONGRESS DRIVE FROM “LOW DENSITY RESIDENTIAL” TO “OPEN SPACE-RESOURCE”. (FILE INDEX NO. DAP-001-277)
2. Introduce for first reading and pass by title only: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLTON AMENDING THE COLTON MUNICIPAL CODE TO AMEND OF CHAPTER 18.30 OF TITLE 18 (ZONING) OF THE COLTON MUNICIPAL CODE, PERTAINING TO THE SDA-O, SENSITIVE DEVELOPMENT AREA OVERLAY, ZONE, AND THE ZONING MAP TO APPLY THE SDA-O ZONE TO CERTAIN PROPERTIES AND REZONE THREE INDUSTRIALLY ZONED AREAS TO OTHER ZONES, AND ADOPT A NEGATIVE DECLARATION. (FILE INDEX NO. DAP-001-277)

## BACKGROUND

On August 20, 2013, the City Council considered and adopted comprehensive updates to the Land Use Element, Housing Element, and Circulation (“Mobility”) Element of the City of Colton General Plan. As part of its adoption of the General Plan Update, the City Council also adopted

Resolution No. 69-13 (Attachment 3) providing direction to staff for future actions as a follow-up to the General Plan Update.

Since adoption of the General Plan Update and Resolution No. 69-13, some of these items, including the Hub City Centre Specific Plan, Hillside Ordinance, and the Roquet Ranch Specific Plan have been initiated with some adopted by the City Council. This project implements the remaining item on Resolution No. 69-13, which is to consider changing the General Plan land use designation of three industrially-designated and zoned areas to other designations (identified as “General Plan Updated Follow-Up”). A fourth area identified by Resolution No. 69-13 and located at 240 East Congress Street (Pico Rivera Pallet/ Largo Concrete) identified as APN 0163-391-11 was not included in this project due to litigation and provisions of the Settlement Agreement.

This project also implements General Plan Policy LU 2.1 by amending the Official Zoning Map and the Zoning Code relating to the SDA-O, Sensitive Development Area Overlay. Additional policy direction and public input pertaining to the expansion of the SDA Overlay was received at the following meetings:

- May 13, 2014, Planning Commission Workshop
- July 24, 2014 Stakeholders Meeting
- September 23, 2014, Planning Commission Workshop
- November 19, 2014, Joint City Council and Planning Commission Meeting

At the Joint City Council and Planning Commission Meeting, staff was directed to:

1. Initiate amending Chapter 18.30 of Title 18 of the Colton Municipal Code (identified as “SDA Text Amendment”), which requires the approval of a conditional use permit (CUP) by the Planning Commission for any development, including a change of use.
2. Allow for a Master CUP process so multiple CUPs are not required if consistent with the Master CUP approval.
3. Initiate a Zone Change to place additional properties in the SDA-O zone (identified as “SDA Expansion”), pursuant to the General Plan Policy LU-1.9 (see below), with the underlying zoning to remain unchanged.
4. Exclude expansion of the SDA-O zone to industrial areas north of the I-10 Freeway along Pennsylvania Avenue.

**General Plan – Land Use Element**

Policy LU-1.9: “Apply a [Sensitive] Special Development Area Overlay [SDA-O] on industrially zoned properties that abut properties zoned for residential uses, and apply appropriate conditions through the discretionary review process to minimize impacts.”

The General Plan Update Follow-Up, SDA text amendment and SDA overlay zone expansion have been combined into one project.

**DISCUSSION**

On July 12, 2016, the Planning Commission held a public hearing to consider its recommendation to the City Council. The properties considered by the Planning Commission for changes of zoning

and/or General Plan land use designation were divided into 10 areas described on the attached Maps/Aerials (Attachment 4) and the Planning Commission staff report (Attachment 5), which includes documents prepared pursuant to the California Environmental Quality Act, CEQA (Attachment 6).

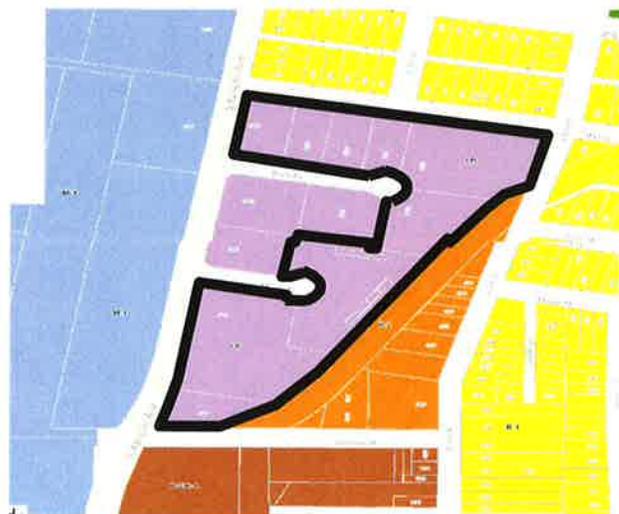
Staff received two correspondences regarding the proposed changes to the parcels identified as Area 8 and these were included in the Planning Commission staff report and are attached (Attachment 7). In addition, the following persons spoke at the public hearing:

- Tony Vilches
- James Lopez
- Dennis Palacios
- Ron Kemper
- Chris Crawford

After discussion and consideration of the project, the Planning Commission recommended approval of the project, but recommended excluding the following areas:

Area 5 – Rancho Avenue- Maple & Birch Courts

Pursuant to General Plan Policy LU-1.9, I-P, Industrial Park, zoned properties on the east side of Rancho Avenue, south of O Street, that abut or across the street from residentially-zoned properties were included in the proposal to apply the SDA overlay zone. The proposed zone of “I-P, SDA-O” would retain the underlying zone. Based on finding that the I-P zoned properties are sufficiently buffered from adjacent residential properties by street right-of-ways and block walls, the Planning Commission directed staff to exclude this area and recommend to the City Council that the properties retain the I-P zoning unchanged (no SDA Overlay zone).



Area 8 – Tropica Ranch Road

Per Resolution R-69-13, the City Council directed staff to propose the change of the existing I-P, Industrial Park, zoned properties on the west side of La Cadena Drive, south of the Santa Ana River to an “appropriate land use designation.” Staff recommended changes to a combination of zones include R-3, High Density Residential; C-1, Neighborhood Commercial; V-L, Very Low Density Residential; and R-U, Railroad Utility. The Planning Commission considered correspondence received (Attachment 3) objecting to the change. Based on finding that industrial development may be appropriate, partly due to existing overhead electrical power transmission lines that transverse the largest parcel in this area, the Planning Commission directed staff to exclude this area and recommend to the City Council that the I-P zone remain unchanged.



Area 10a – Cutting Edge Supply

Per Resolution R-69-13, the City Council directed staff to propose the change of the existing M-1, Light Industrial, zoned manufacturing business (Cutting Edge Supply) at 234 East O Street to an “appropriate residential land use designation.” Due to concerns that the existing manufacturing business become nonconforming with the proposed R-2, Medium Density Residential, zoning and would not be allowed to expand, the Planning Commission directed staff to exclude this area and recommend to the City Council that the M-1 remain unchanged.



Below is a summary of the areas proposed to be changed and recommendations by the Planning Commission. Areas where the Commission’s recommended differs from proposed in **boldface** text.

**Table 1. Summary of Proposed and Recommended Zone Changes**

Area	Existing	Proposed	Proposed Recommended to Council	Recommended by Planning Commission
Area 1- Rancho between K & M	M-1, Light Industrial	M-1, SDA-O, Light Industrial, Sensitive Development Area Overlay	Yes	Change to: M-1, SDA-O, Light Industrial, Sensitive Development Area Overlay
Area 2 - K Street, west of 7th	M-1, Light Industrial	M-1, SDA-O, Light Industrial, Sensitive Development Area Overlay	Yes	Change to: M-1, SDA-O, Light Industrial, Sensitive Development Area Overlay
Area 3 – K Street, west of 9th	M-2, Heavy Industrial	M-2, SDA-O, Heavy Industrial, Sensitive Development Area Overlay	Yes	Change to: M-2, SDA-O, Heavy Industrial, Sensitive Development Area Overlay
Area 4 – Fogg between M & Congress	I-P, Industrial Park	I-P, SDA-O, Industrial Park, Sensitive Development Area Overlay	Yes	Change to: I-P, SDA-O, Industrial Park, Sensitive Development Area Overlay
Area 5 – Rancho, south of O St	<b>I-P, Industrial Park</b>	<b>I-P, SDA-O, Industrial Park, Sensitive</b>	No	<b>No change. I-P to remain unchanged</b>

<b>Area</b>	<b>Existing</b>	<b>Proposed</b>	<b>Proposed Recommended to Council</b>	<b>Recommended by Planning Commission</b>
		<b>Development Area Overlay</b>		
Area 6 – 309 W Congress	M-1, Light Industrial	M-1, SDA-O, Light Industrial, Sensitive Development Area Overlay	Yes	Change to: M-1, SDA-O, Light Industrial, Sensitive Development Area Overlay
Area 7 – 430 Agua Mansa Rd & 1089 S La Cadena	M-1, Light Industrial	M-1, SDA-O, Light Industrial, Sensitive Development Area Overlay	Yes	Change to: M-1, SDA-O, Light Industrial, Sensitive Development Area Overlay
<b>Area 8 – SWC La Cadena &amp; Santa Ana River/ Tropica Ranch Rd</b>	<b>I-P, Industrial Park</b>	<b>Various: R-3. High Density Residential; C-1, Neighborhood Commercial; V-L, Very Low Density Residential; R-U, Railroad Utility</b>	<b>No</b>	<b>No change. I-P to remain unchanged</b>
Area 9 – 1070 S. La Cadena	M-1, Light Industrial	C-2, General Commercial	Yes	Change to: C-2, General Commercial
<b>Area 10a – 234 E. O St (Cutting Edge)</b>	<b>M-1, Light Industrial, SDA-O, Light Industrial, Sensitive Development Area Overlay</b>	<b>R-2, Medium Density Residential</b>	<b>No</b>	<b>No change. M-1, SDA-O to remain unchanged</b>
Area 10b – 271 E. Congress (Veterans Park parking lot)	R-1, Low Density Residential	OS-R, Open Space-Recreation	Yes	OS-R, Open Space-Recreation

Due to potential conflicts of interest, two commissioners (Grossich & Delgado) recused themselves from the vote relating to Areas 6, 9, and 10. Based on this, the Planning Commission directed staff to prepare resolutions for Areas 6, 9, 10 separate from resolutions for the other areas. These resolutions are attached to the report (Attachment 8)

Attached are a draft ordinance and draft resolution for approval of the associated General Plan Amendment based on the recommendations from the Planning Commission, which excludes Areas 5, 8, and 10a.

### **FISCAL IMPACT**

Implementation of this application is not expected to have a significant fiscal impact since other than the SDA expansion which will result in an increase in number of conditional use permit applications, additional costs can be absorbed by existing resources. The increase in number of conditional use permit is not expected to be significant and additional costs will be partly covered by existing filing fees paid by applicants. Costs spent on the project thus far have been absorbed by existing resources, including staff time, except for actual costs for newspaper publication of \$475.20 and for postage for direct mailing of \$460.60, which were expended from appropriations in the FY15/16 budget.

### **ALTERNATIVES:**

1. Direct staff to return with an amended ordinance and resolution to include areas excluded by the Planning Commission (Areas 5, 8, and 10a).
2. No action. All zones and designations remain unchanged.

### **ATTACHMENTS**

1. Draft City Council Resolution No. R-81-16
2. Draft City Council Ordinance No. 0-15-16
3. City Council Resolution No. 69-13, adopted August 20, 2013
4. Atlas of Maps & Aerials
5. Planning Commission Materials:
  - a. Planning Commission Staff Report for DAP-001-277, 7-12-2016
  - b. Planning Commission Minutes, 7-12-2016
6. CEQA Initial Study and Negative Declaration- DAP-001-177, June 1, 2016, with attachment: Traffic Impact Sensitivity Assessment, Minagar & Associates, January 26, 2016
7. Correspondence Received:
  - a. Letter from Ron Kemper regarding property owned by Highland Service Corporation (Areas 8a & 8b), received June 9, 2016.
  - b. Email from David Mlynarski, Transtech with letter from Patrick O'Brien regarding property owned by Highland Service Corporation (Areas 8a & 8b), received July 6, 2016.
8. Planning Commission Resolutions
  - a. Planning Commission Resolution No. R-21-16, dated 7-12-16
  - b. Planning Commission Resolution No. R-22-16, dated 7-12-16
  - c. Planning Commission Resolution No. R-26-16, dated 7-12-16
  - d. Planning Commission Resolution No. R-27-16, dated 7-12-16

###

**DAP-001-277**  
**ATTACHMENT 1**

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**RESOLUTION NO. 81-16**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLTON APPROVING A GENERAL PLAN AMENDMENT TO CHANGE THE LAND USE DESIGNATIONS ON THE LAND USE PLAN FOR PROPERTIES LOCATED AT 1070 S. LA CADENA DRIVE FROM "LIGHT INDUSTRIAL" TO "GENERAL COMMERCIAL" & 271 EAST CONGRESS DRIVE FROM "LOW DENSITY RESIDENTIAL" TO "OPEN SPACE-RESOURCE". (FILE INDEX NO. DAP-001-277)**

**WHEREAS**, local governments are authorized by Section 65350 of California Government Code et seq to prepare, adopt and amend general plans, and by Government Code Section 65800 et seq to prepare, adopt, and amend zoning ordinance which is consistent with the general plan; and

**WHEREAS**, comprehensive updates to the Land Use Element, Housing Element, and Circulation ("Mobility") Element of the City of Colton General Plan (hereinafter "General Plan Update") were initiated and prepared by the City of Colton; and

**WHEREAS**, on August 20, 2013, the City Council of the City of Colton (hereinafter "City of Colton") adopted Resolution No. 61-13 approving the General Plan Update; and

**WHEREAS**, also on August 20, 2013, the City Council adopted Resolution No. R-69-13 providing follow-up direction to staff regarding implementation of the General Plan Update; and

**WHEREAS**, while certain items noted on Resolution No. R-69-13 have been implemented, a city-initiated application for a **General Plan Amendment** was initiated as a project (File Index No. DAP-001-277) for the change of the land use designations for the following parcels:

- 1) Proposed change from "Industrial Park", to other land use designations, as described below, for parcels bounded by the Santa Ana River to the north, La Cadena Drive to the east, Loma Verde residential tract to the south, and the Colton Landfill to the west consisting of the following:
  - APN 0275-192-06 (~1601 S La Cadena Dr; southwest corner of La Cadena & Tropico Ranch Road) – identified as "Area 8a"; Change from "Industrial Park" to "Neighborhood Commercial" for a 3-acre portion of the parcel at the northeast corner of the parcel measuring 400 feet along La Cadena Drive and 325 feet along the north lot line. Change from "Industrial Park" to "High Density Residential" for the ~17-acre remainder portion of the parcel.
  - APN 0275-192-07 & 0163-361-14 & 15 (~1501 S La Cadena Dr) – identified as "Area 8b"; Change from "Industrial Park" to "High Density Residential"
  - APN 0275-192-03 (~11585 S Bostick/~1600 S Bostick) – identified as "Area 8c"; Change from "Industrial Park" to "Very Low Density Residential"
  - APN 0275-192-02, -04 (~1701 S Bostick) - identified as "Area 8d" ; Change from "Industrial Park" to "Railroad Utility Corridor"
- 2) Proposed change from "Light Industrial" to "General Commercial" for the parcel bounded by La Cadena Drive to the west, Fogg Street to the south and BNSF

1 railroad line to the east, and located at 1070 S La Cadena Drive - APN 0163-273-  
2 07 - identified as “Area 9”;

3 3) Proposed change from “Light Industrial” to “Medium Density Residential” for  
4 parcel bounded by O Street to the north, Congress Street to the south, the Ninth  
5 Street railroad spur line to the west, and Veterans Park to the east, and located at  
6 234 E O Street - APN 0163-221-39 - identified as “Area 10a”;

7 4) Proposed Change from “Low Density Residential” to “Open Space-Recreation” for  
8 parcel bounded by Congress Street to the south, “M-1” zoned property to the west,  
9 Veterans Parks to the north, and “R-1” zoned properties to the east, and located at  
10 271 E Congress – APN 0163-221-35 - identified as “Area 10b”; and

11 **WHEREAS**, the staff report accompanying this resolution is found to be true, adopted as  
12 Findings and incorporated in this resolution; and

13 **WHEREAS**, on July 12, 2016, the Planning Commission of the City of Colton (“Planning  
14 Commission”) held a duly noticed public hearing at which time all persons wishing to testify in  
15 connection with the project were heard and the project was fully examined; and

16 **WHEREAS**, the staff report accompanying this resolution is found to be true, adopted as  
17 Findings and incorporated in this resolution; and

18 **WHEREAS**, the Planning Commission directed staff to prepare separate resolutions  
19 relating to recommendations on Areas 9, and 10, as described above; and

20 **WHEREAS**, the Planning Commission, following the conclusion of said hearing, the  
21 Planning Commission adopted Resolution No. R-22-16, relating to Area 8, as described above; and  
22 adopted Resolution 27-16 relating to Areas 9 and 10; and

23 **WHEREAS**, the Planning Commission recommended approval of the project, as original  
24 described, except for the proposed changes to Areas 8 and 10a and, instead, recommended that the  
25 designations for these areas remain unchanged; and

26 **WHEREAS**, pursuant to the Guidelines for the California Environmental Quality Act  
27 (“CEQA”), an Initial Study prepared to assess environmental impacts of the project has determined  
28 that the project would not create any significant adverse impacts on the environment and, therefore,  
a Negative Declaration (ND) has been prepared, and

**WHEREAS**, on August 2, 2016, the City Council of the City of Colton (“City Council”) held a duly noticed public hearing at which time all persons wishing to testify in connection with the application were heard and the application was comprehensively reviewed; and

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

**NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF COLTON:**

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

3           **SECTION 2.** Based on the entire record before the City Council and all written and oral  
4 evidence presented, including the staff report, the City Council makes the following findings:

5           1. The proposed change of land use designations is consistent with the overall objectives  
6 of the Colton General Plan. Removing the existing industrial land use designations from  
7 these properties and applying designations that will reduce impacts on residential  
8 neighborhoods and community at large is consistent with the following policies in the  
9 Land Use Element of the General Plan:

- 10           • Policy LU-1.6: “Ensure that new development projects are compatible with  
11 permitted, well-maintained uses and buildings in the surrounding neighborhood or  
12 district.”
- 13           • Policy LU-6.2: “Discourage the establishment of incompatible uses in proximity to  
14 each other.”

15           2. The proposed change of land use designations will not adversely affect the surrounding  
16 area or the community in general since the proposed designations will prohibit industrial  
17 uses that are most likely to have the greatest impacts on residential neighborhoods and  
18 community at large.

19           3. The General Plan will remain internally consistent following adoption of this  
20 Amendment.

21           **SECTION 3.** The City Council of the City of Colton, in accordance with the California  
22 Environmental Quality Act (CEQA), finds that, based on the basis of an Initial Study prepared to  
23 assess environmental impacts of the project, the project would not create any significant adverse  
24 impacts on the environment and a Negative Declaration (ND) has been prepared to meet CEQA  
25 requirements. Therefore, the City Council hereby adopts the Negative Declaration.

26           **SECTION 4.** Based upon the findings set forth in Sections 1, 2, and 3 of this Resolution,  
27 the City Council hereby approves the General Plan Amendment to change the land use designations  
28 of the following parcels, which excludes Areas 8 and 10a, as indicated below:

1. Proposed change from “Light Industrial” to “General Commercial” for the parcel bounded  
by La Cadena Drive to the west, Fogg Street to the south and BNSF railroad line to the east,  
and located at 1070 S La Cadena Drive - APN 0163-273-07 - identified as “Area 9” on  
attached map exhibits.

2. Proposed Change from “Low Density Residential” to “Open Space-Recreation” for parcel  
bounded by Congress Street to the south, “M-1” zoned property to the west, Veterans Parks  
to the north, and “R-1” zoned properties to the east, and located at 271 E Congress – APN  
0163-221-35 - identified as “Area 10b” on attached map exhibits; and

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**SECTION 5.** Invalidity. 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 Resolution.

**SECTION 6.** The City Clerk shall certify the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED on this 2nd day of August, 2016.

\_\_\_\_\_  
RICHARD A. DELAROSA  
Mayor

ATTEST:

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CAROLINA R. PADILLA  
City Clerk

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**RESOLUTION NO. 81-16**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLTON APPROVING A GENERAL PLAN AMENDMENT TO CHANGE THE LAND USE DESIGNATIONS ON THE LAND USE PLAN FOR PROPERTIES LOCATED AT 1070 S. LA CADENA DRIVE FROM “LIGHT INDUSTRIAL” TO “GENERAL COMMERCIAL” & 271 EAST CONGRESS DRIVE FROM “LOW DENSITY RESIDENTIAL” TO “OPEN SPACE-RESOURCE”. (FILE INDEX NO. DAP-001-277)**

**WHEREAS**, local governments are authorized by Section 65350 of California Government Code et seq to prepare, adopt and amend general plans, and by Government Code Section 65800 et seq to prepare, adopt, and amend zoning ordinance which is consistent with the general plan; and

**WHEREAS**, comprehensive updates to the Land Use Element, Housing Element, and Circulation (“Mobility”) Element of the City of Colton General Plan (hereinafter “General Plan Update”) were initiated and prepared by the City of Colton; and

**WHEREAS**, on August 20, 2013, the City Council of the City of Colton (hereinafter “City of Colton”) adopted Resolution No. 61-13 approving the General Plan Update; and

**WHEREAS**, also on August 20, 2013, the City Council adopted Resolution No. R-69-13 providing follow-up direction to staff regarding implementation of the General Plan Update; and

**WHEREAS**, while certain items noted on Resolution No. R-69-13 have been implemented, a city-initiated application for a **General Plan Amendment** was initiated as a project (File Index No. DAP-001-277) for the change of the land use designations for the following parcels:

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  - APN 0275-192-06 (~1601 S La Cadena Dr; southwest corner of La Cadena & Tropico Ranch Road) – identified as “Area 8a”; Change from “Industrial Park” to “Neighborhood Commercial” for a 3-acre portion of the parcel at the northeast corner of the parcel measuring 400 feet along La Cadena Drive and 325 feet along the north lot line. Change from “Industrial Park” to “High Density Residential” for the ~17-acre remainder portion of the parcel.
  - APN 0275-192-07 & 0163-361-14 & 15 (~1501 S La Cadena Dr) – identified as “Area 8b”; Change from “Industrial Park” to “High Density Residential”
  - APN 0275-192-03 (~11585 S Bostick/~1600 S Bostick) – identified as “Area 8c”; Change from “Industrial Park” to “Very Low Density Residential”
  - APN 0275-192-02, -04 (~1701 S Bostick) - identified as “Area 8d” ; Change from “Industrial Park” to “Railroad Utility Corridor”
- 2) Proposed change from “Light Industrial” to “General Commercial” for the parcel bounded by La Cadena Drive to the west, Fogg Street to the south and BNSF

- 1 railroad line to the east, and located at 1070 S La Cadena Drive - APN 0163-273-  
2 07 - identified as “Area 9”;
- 3 3) Proposed change from “Light Industrial” to “Medium Density Residential” for  
4 parcel bounded by O Street to the north, Congress Street to the south, the Ninth  
5 Street railroad spur line to the west, and Veterans Park to the east, and located at  
6 234 E O Street - APN 0163-221-39 - identified as “Area 10a”;
- 7 4) Proposed Change from “Low Density Residential” to “Open Space-Recreation” for  
8 parcel bounded by Congress Street to the south, “M-1” zoned property to the west,  
9 Veterans Parks to the north, and “R-1” zoned properties to the east, and located at  
10 271 E Congress – APN 0163-221-35 - identified as “Area 10b”; and

11 **WHEREAS**, the staff report accompanying this resolution is found to be true, adopted as  
12 Findings and incorporated in this resolution; and

13 **WHEREAS**, on July 12, 2016, the Planning Commission of the City of Colton (“Planning  
14 Commission”) held a duly noticed public hearing at which time all persons wishing to testify in  
15 connection with the project were heard and the project was fully examined; and

16 **WHEREAS**, the staff report accompanying this resolution is found to be true, adopted as  
17 Findings and incorporated in this resolution; and

18 **WHEREAS**, the Planning Commission directed staff to prepare separate resolutions  
19 relating to recommendations on Areas 9, and 10, as described above; and

20 **WHEREAS**, the Planning Commission, following the conclusion of said hearing, the  
21 Planning Commission adopted Resolution No. R-22-16, relating to Area 8, as described above; and  
22 adopted Resolution 27-16 relating to Areas 9 and 10; and

23 **WHEREAS**, the Planning Commission recommended approval of the project, as original  
24 described, except for the proposed changes to Areas 8 and 10a and, instead, recommended that the  
25 designations for these areas remain unchanged; and

26 **WHEREAS**, pursuant to the Guidelines for the California Environmental Quality Act  
27 (“CEQA”), an Initial Study prepared to assess environmental impacts of the project has determined  
28 that the project would not create any significant adverse impacts on the environment and, therefore,  
a Negative Declaration (ND) has been prepared, and

**WHEREAS**, on August 2, 2016, the City Council of the City of Colton (“City Council”) held a duly noticed public hearing at which time all persons wishing to testify in connection with the application were heard and the application was comprehensively reviewed; and

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7 these properties and applying designations that will reduce impacts on residential  
8 neighborhoods and community at large is consistent with the following policies in the  
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12 district.”
- 13           • Policy LU-6.2: “Discourage the establishment of incompatible uses in proximity to  
14 each other.”

15           2. The proposed change of land use designations will not adversely affect the surrounding  
16 area or the community in general since the proposed designations will prohibit industrial  
17 uses that are most likely to have the greatest impacts on residential neighborhoods and  
18 community at large.

19           3. The General Plan will remain internally consistent following adoption of this  
20 Amendment.

21           **SECTION 3.** The City Council of the City of Colton, in accordance with the California  
22 Environmental Quality Act (CEQA), finds that, based on the basis of an Initial Study prepared to  
23 assess environmental impacts of the project, the project would not create any significant adverse  
24 impacts on the environment and a Negative Declaration (ND) has been prepared to meet CEQA  
25 requirements. Therefore, the City Council hereby adopts the Negative Declaration.

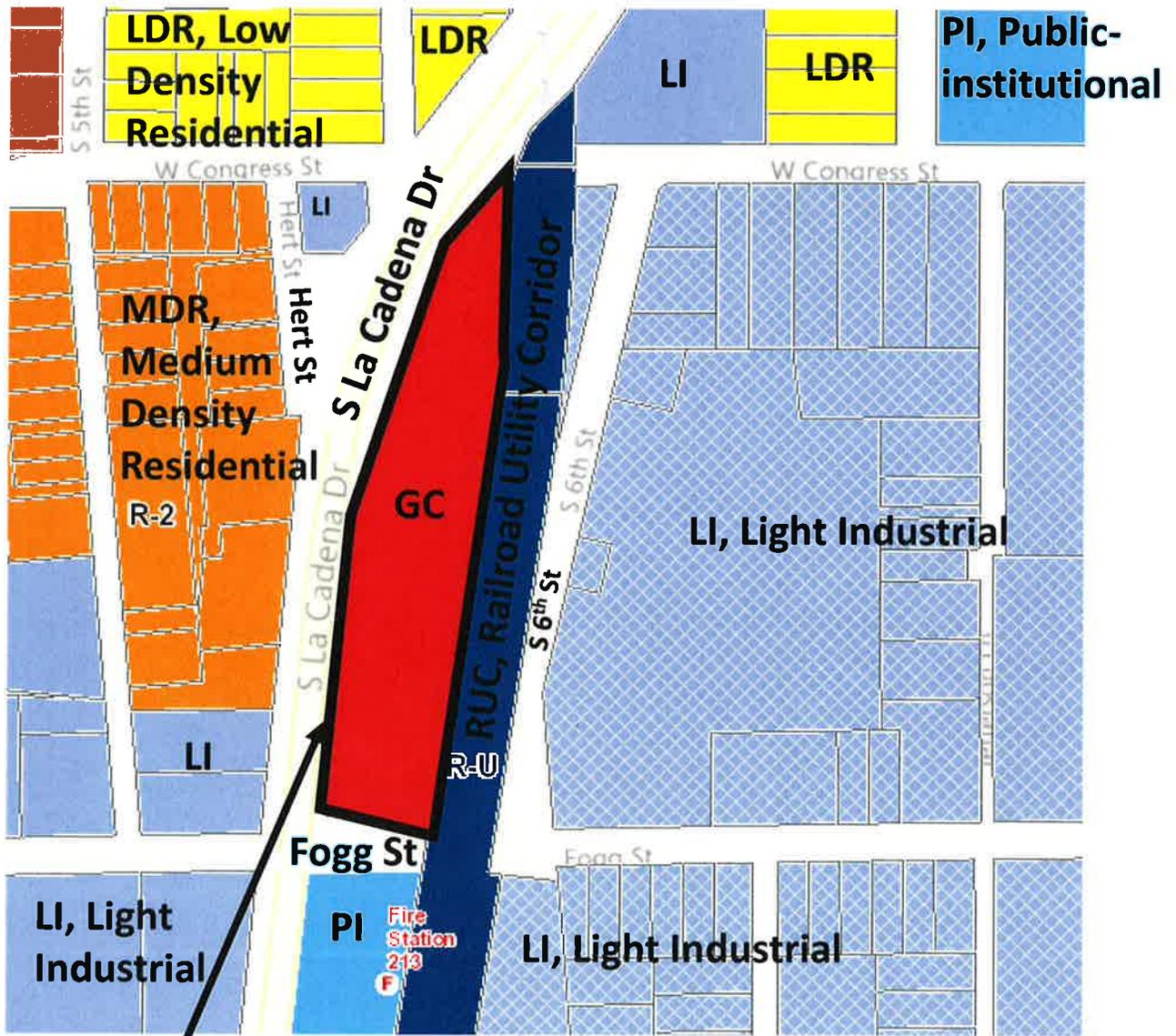
26           **SECTION 4.** Based upon the findings set forth in Sections 1, 2, and 3 of this Resolution,  
27 the City Council hereby approves the General Plan Amendment to change the land use designations  
28 of the following parcels, which excludes Areas 8 and 10a, as indicated below:

- 29           1. Proposed change from “Light Industrial” to “General Commercial” for the parcel bounded  
30 by La Cadena Drive to the west, Fogg Street to the south and BNSF railroad line to the east,  
31 and located at 1070 S La Cadena Drive - APN 0163-273-07 - identified as “Area 9” on  
32 attached map exhibits.
- 33           2. Proposed Change from “Low Density Residential” to “Open Space-Recreation” for parcel  
34 bounded by Congress Street to the south, “M-1” zoned property to the west, Veterans Parks  
35 to the north, and “R-1” zoned properties to the east, and located at 271 E Congress – APN  
36 0163-221-35 - identified as “Area 10b” on attached map exhibits; and



# Area 9

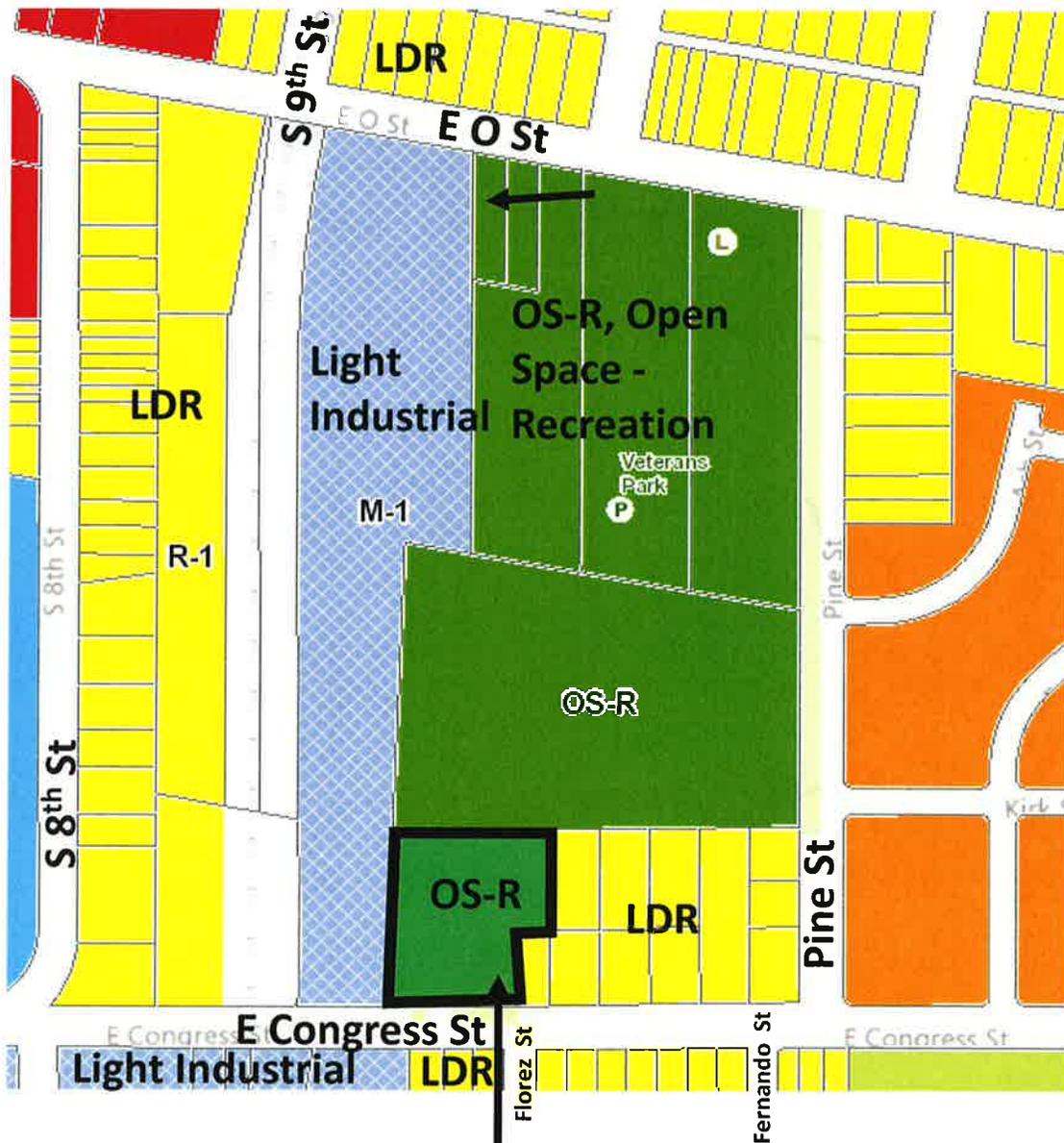
parcel zoned M-1, Light Industrial, bounded by La Cadena Drive to the west, Fogg Street to the south and BNSF railroad line to the east, and located at 1070 S La Cadena Drive - APN 0163-273-07



**PROPOSED GENERAL PLAN AMENDMENT  
FROM: LI, LIGHT INDUSTRIAL  
TO: GC, GENERAL COMMERCIAL**

# Area 10b

- Parcel zoned R-1, Low Density Residential, bounded by Congress Street to the south, "M-1" zoned property to the west, Veterans Parks to the north, and "R-1" zoned properties to the east, and located at 271 E Congress – APN 0163-221-35



**PROPOSED GENERAL PLAN AMENDMENT  
FROM: LDR, LOW DENSITY RESIDENTIAL  
TO: OS-R, OPEN SPACE-RECREATION**

June 2016

City of Colton, California  
DAP-001-277 - General Plan Update Follow  
Up & SDA-O Expansion

**DAP-001-277**  
**ATTACHMENT 2**



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- 1) Parcels zoned M-1, Light Industrial, bounded by Ranch Avenue to the west, K Street to the north, M Street to the south, and Third Street to the east, and located at 223,225,275 S Rancho Ave (3 parcels) – APN 0163-051-11, -27, & -30 – identified as “Area 1” on attached map exhibits.
- 2) Parcels zoned M-1, Light Industrial, bounded by K Street to the north, Seventh Street to the east, the BNSF Railroad line to the west, and a public alley to the south, and located at 105, 143 S 7<sup>th</sup> Street; 240, 248, 252, 264, 274, 294 West K Street (8 parcels)- APN 0163-071-12,-13,-14,-15,-16,-17,-18,-19 - identified as “Area 2” on attached map exhibits.
- 3) Parcels zoned M-2, Heavy Industrial, bounded by K Street to the north, Ninth Street to the east, the “C-2” zoned properties to the west, and a public alley to the south, and located at 134, 148, 162, ~174, 190 East K St (5 parcels) – APN 0163-081-12,-13,-14,-15,-16 – identified as “Area 3” on attached map exhibits.
- 4) Parcels zoned I-P, Industrial Park, bounded by Fogg Street to the east, M Street to the north, Congress St to the south, and properties zoned “C-1”, “R-1” and “R-2” to the west, and located at 551, 555 S Fogg St, ~402,452,454,502 S 12<sup>th</sup> St, 500 E M St - APN 0163-232-01,-02,-24; 0163-135-01,-03,-04; 0163-141-17 (7 parcels)- identified as “Area 4” on attached map exhibit.
- 5) Parcels zoned I-P, Industrial Park, bounded by Rancho Avenue to the west, Cement Plant Road/Georgia Avenue to the south, O Street to the north, and an abandoned railroad spur to the east, and located at 500, 620, 680 S Rancho Av; 510, 555, 565, 575, 585 W Birch St; ~550 Maple St –APN 0163-161-39,-45,-46,-47,-48,-49,-50,-65,-66 (9 parcels) identified as “Area 5” on attached map exhibit.
- 6) Parcel zoned M-1, Light Industrial bounded by La Cadena Drive to the west, Congress Street to the south, R-1 zoned properties to the east, and the BNSF railroad line to the west, and located at 309 W Congress St, APN 0163-202-21 (1 parcel) identified as “Area 6” on attached map exhibit.
- 7) One parcel zoned M-1, Light Industrial, abutting “R-2” zoned properties to the west, bounded by Agua Mansa Road to the north and Fifth Street to the east, and located at 430 W Agua Mansa, APN 0163-261-34 - identified as part of “Area 7” on attached map exhibit.
- 8) One parcel zoned M-1, Light Industrial, abutting “R-2” zoned properties to the north, bounded by La Cadena Drive to the east and Fifth Street to the west identified as APN 0163-271-25 ( ~1089 S La Cadena) identified as part of “Area 7” on attached map exhibit.

(c) Amending the Official Zoning Map to change the zoning classifications for the following parcels:

- 1) Proposed change from I-P, Industrial Park, to other zoning classifications for parcels bounded by the Santa Ana River to the north, La Cadena Drive to the east, Loma Verde residential tract to the south, and the Colton Landfill to the west consisting of the following:
  - APN 0275-192-06 (~1601 S La Cadena Dr; southwest corner of La Cadena & Tropico Ranch Road) – identified as “Area 8a” on attached map exhibits. Change from I-P, Industrial Park to C-1, Neighborhood

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Commercial for a 3-acre portion of the parcel at the northeast corner of the parcel measuring 400 feet along La Cadena Drive and 325 feet along the north lot line. Change from I-P, Industrial Park to R-3/R-4, Multiple-Family Residential for the ~17-acre remainder portion of the parcel.

- APN 0275-192-07 & 0163-361-14 & 15 (~1501 S La Cadena Dr) – identified as “Area 8b” on attached map exhibits. Change from I-P, Industrial Park to R-3/R-4, Multiple-Family Residential
- APN 0275-192-03 (~11585 S Bostick/~1600 S Bostick) – identified as “Area 8c” on attached map exhibits. Change from I-P, Industrial Park to V-L, Very Low Density Residential
- APN 0275-192-02, -04 (~1701 S Bostick) - identified as “Area 8d” on attached map exhibits. Change from I-P, Industrial Park to R-U, Railroad Utility

- 2) Proposed change from M-1, Light Industrial to C-2, General Commercial for the parcel bounded by La Cadena Drive to the west, Fogg Street to the south and BNSF railroad line to the east, and located at 1070 S La Cadena Drive - APN 0163-273-07 - identified as “Area 9” on attached map exhibits.
- 3) Proposed change from M-1, SDA-O - Light Industrial, Sensitive Development Area-Overlay to R-2, Medium Density Residential for parcel bounded by O Street to the north, Congress Street to the south, the Ninth Street railroad spur line to the west, and Veterans Park to the east, and located at 234 E O Street - APN 0163-221-39 - identified as “Area 10a” on attached map exhibits.
- 4) Proposed Change from R-1, Low Density Residential, to OS-R, Open Space-Recreation for parcel bounded by Congress Street to the south, “M-1” zoned property to the west, Veterans Parks to the north, and “R-1” zoned properties to the east, and located at 271 E Congress – APN 0163-221-35 - identified as “Area 10b” on attached map exhibits.

**WHEREAS**, the staff report accompanying this resolution is found to be true, adopted as Findings and incorporated in this resolution; and

**WHEREAS**, the Planning Commission directed staff to prepare separate resolutions relating to recommendations on Areas 6, 9, and 10, as described above; and

**WHEREAS**, the Planning Commission, following the conclusion of said hearing, the Planning Commission adopted Resolution No. R-21-16, recommending approval to the City Council of an Ordinance for Text and Map Amendments relating to Areas 1, 2, 3, 4, 5, 7, and 8, as described above; and adopted Resolution No. R-22-16 recommending to the City Council the approval of the proposed project regarding recommendations relating to Areas 6, 9, and 10, as described above; and

**WHEREAS**, the Planning Commission recommended approval of the project, as original described, except for the proposed zone changes to Area 5, 8, and 10a and, instead, recommended that the zoning for these areas remain unchanged; and

**WHEREAS**, pursuant to the Guidelines for the California Environmental Quality Act

1 (“CEQA”), an Initial Study prepared to assess environmental impacts of the project has  
2 determined that the project would not create any significant adverse impacts on the environment  
and, therefore, a Negative Declaration (ND) has been prepared, and

3 **WHEREAS**, on August 2, 2016, the City Council of the City of Colton (“City Council”)  
4 held a duly noticed public hearing at which time all persons wishing to testify in connection with  
the application were heard and the application was comprehensively reviewed.

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

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

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

10 **SECTION 2. General Plan Consistency.** Based on the entire record before the City  
11 Council and all written and oral evidence presented, including the staff report and the findings  
12 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, or will be  
13 consistent upon the concurrent adoption of an Amendment to the General Plan, and is reasonably  
related to the public welfare of the citizens of the City and surrounding regions. Specifically, the  
14 provisions of this Ordinance implement General Plan policies and/or reclassifies properties into  
appropriate zoning classifications, which will be consistent with new general plan land use  
15 designations, which furthers the City’s goals and policies as set forth in the City of Colton  
General Plan, specifically:

- 16
- 17 ○ Policy LU-1.1: “Ensure that all new development conforms to all appreciable provisions  
of the General Plan and Zoning Code.”

18 The proposed SDA Expansion will require a discretionary review (conditional use permit)  
19 by the Planning Commission for development and uses. The review of conditional use  
permits includes adoption of findings that confirm consistency with the General Plan and  
20 Zoning Code. The General Plan Update Follow-Up will be consistent with a concurrent  
approval of an Amendment to the General Plan to provide consistency between the  
21 General Plan and the Zoning Code.

- 22
- 23 ○ Policy LU-1.6: “Ensure that new development projects are compatible with permitted,  
well-maintained uses and buildings in the surrounding neighborhood or district.”

24 The proposed SDA Expansion will ensure that development is compatible with  
25 surrounding neighborhood through the additional discretionary (conditional use permit)  
review required by the Planning Commission. The General Plan Update Follow-Up will  
26 reclassify properties into classifications that will reduce potential impacts onto  
surrounding neighborhoods.



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and impose conditions of approval to ensure compatibility between industrial and residential uses.

**18.30.020 Map Designation.** This zone shall be in the form of an Overlay Zone and shall be established only in conjunction with another zone and shall be designated on the Official Zoning Map with the symbol SDA together with the underlying zone symbol, i.e., R-1/SDA.

**18.30.030 Conditional Use Permit requirements.**

- A. Plans for all development in an SDA Zone Shall be submitted to the Commission for review and Approval under the Conditional Use Permit procedure.
- B. Plans for Development be submitted to the Commission May be proposed as a Master Conditional Use Permit whereby potential future land uses are identified within particular buildings and/or locations within a site or parcel. Subsequent Conditional Use Permits shall not be required for uses within particular buildings and/or locations as identified by an approved Master Conditional Use Permit.
- C. Before approving a proposed Development, the Commission must find that the following conditions are satisfied:
  - 1. That the proposed development is in conformance with the goals, policies and land use designations in the General Plan for that area;
  - 2. That the proposed development will not impose significant noise, traffic, air quality, aesthetic or other environmental impacts on adjacent or nearby residential neighborhoods that cannot be mitigated to a level of insignificance.
  - 3. That the proposed development meets all requirements of this title for similar developments permitted by right.
- D. In granting a permit, the Commission may impose certain conditions that in its opinion will assist to safeguard the health, safety and property values in that zone.
- E. If the Commission so deems necessary, it may refuse to allow a use which it considers incompatible with adjacent or nearby residential neighborhoods.”

2. Amending the Official Zoning Map to apply the SDA-O, Sensitive Development Area-Overlay, zone, with the underlying zone to remain unchanged, for the following parcels, which excludes Area 5, as described above:

- A. Parcels zoned M-1, Light Industrial, bounded by Ranch Avenue to the west, K Street to the north, M Street to the south, and Third Street to the east, and located at 223,225,275 S Rancho Ave (3 parcels) – APN 0163-051-11, -27, & -30 – identified as “Area 1” on attached map exhibits.
- B. Parcels zoned M-1, Light Industrial, bounded by K Street to the north, Seventh Street to the east, the BNSF Railroad line to the west, and a public alley to the south, and located at 105, 143 S 7<sup>th</sup> Street; 240, 248, 252, 264, 274, 294 West K Street (8

- 1 parcels)- APN 0163-071-12,-13,-14,-15,-16,-17,-18,-19 - identified as “Area 2” on  
2 attached map exhibits.
- 3 C. Parcels zoned M-2, Heavy Industrial, bounded by K Street to the north, Ninth Street to  
4 the east, the “C-2” zoned properties to the west, and a public alley to the south, and  
5 located at 134, 148, 162, ~174, 190 East K St (5 parcels) – APN 0163-081-12,-13,-  
6 14,-15,-16 – identified as “Area 3” on attached map exhibits.
- 7 D. Parcels zoned I-P, Industrial Park, bounded by Fogg Street to the east, M Street to the  
8 north, Congress St to the south, and properties zoned “C-1”, “R-1” and “R-2” to the  
9 west, and located at 551, 555 S Fogg St, ~402,452,454,502 S 12<sup>th</sup> St, 500 E M St -  
10 APN 0163-232-01,-02,-24; 0163-135-01,-03,-04; 0163-141-17 (7 parcels)– identified  
11 as “Area 4” on attached map exhibit.
- 12 E. Parcel zoned M-1, Light Industrial bounded by La Cadena Drive to the west, Congress  
13 Street to the south, R-1 zoned properties to the east, and the BNSF railroad line to the  
14 west, and located at 309 W Congress St, APN 0163-202-21 (1 parcel) identified as  
15 “Area 6” on attached map exhibit.
- 16 F. One parcel zoned M-1, Light Industrial, abutting “R-2” zoned properties to the west,  
17 bounded by Agua Mansa Road to the north and Fifth Street to the east, and located at  
18 430 W Agua Mansa, APN 0163-261-34 - identified as part of “Area 7” on attached  
19 map exhibit.
- 20 G. One parcel zoned M-1, Light Industrial, abutting “R-2” zoned properties to the north,  
21 bounded by La Cadena Drive to the east and Fifth Street to the west identified as APN  
22 0163-271-25 (~1089 S La Cadena) identified as part of “Area 7” on attached map  
23 exhibit.

24 3. Amending the Official Zoning Map to change the zoning classifications for the following  
25 parcels, which excludes Areas 8 and 10a, as described above:

- 26 A. Proposed change from M-1, Light Industrial to C-2, General Commercial for the  
27 parcel bounded by La Cadena Drive to the west, Fogg Street to the south and BNSF  
28 railroad line to the east, and located at 1070 S La Cadena Drive - APN 0163-273-07 -  
identified as “Area 9” on attached map exhibits.
- A. Proposed Change from R-1, Low Density Residential, to OS-R, Open Space-  
Recreation for parcel bounded by Congress Street to the south, “M-1” zoned property  
to the west, Veterans Parks to the north, and “R-1” zoned properties to the east, and  
located at 271 E Congress – APN 0163-221-35 - identified as “Area 10b” on attached  
map exhibits.

**SECTION 5. Invalidity.** 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 6. Effective Date.** This Ordinance shall become effective thirty (30) days

1 after its adoption in accordance with the provisions of California law.

2           **SECTION 7. Certification/Publication.** The City Clerk shall certify to the passage of the  
3 Ordinance and cause the same or a summary thereof to be published within fifteen (15) days after  
4 adoption in a newspaper of general circulation published and circulated in the City of Colton.

5           PASSED, APPROVED AND ADOPTED on this \_\_\_\_ day of \_\_\_\_\_, 2016.

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\_\_\_\_\_  
RICHARD A. DELAROSA  
Mayor

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10 ATTEST:

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12 \_\_\_\_\_  
CAROLINA R. PADILLA  
City Clerk

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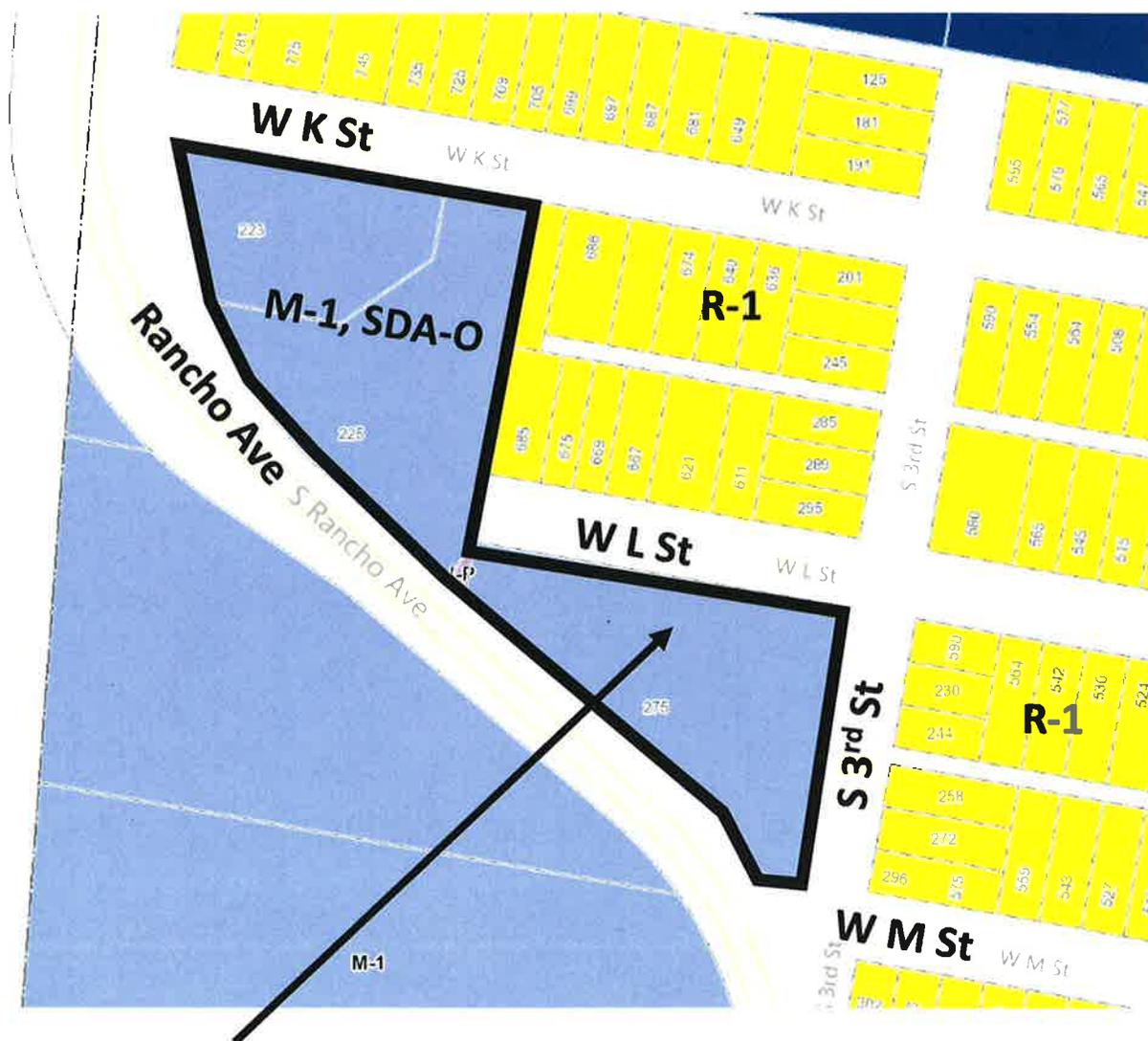
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# Area 1

Parcels zoned M-1, Light Industrial, bounded by Ranch Avenue to the west, K Street to the north, M Street to the south, and Third Street to the east, and located at 223,225,275 S Rancho Ave (3 parcels) – APN 0163-051-11, -27, & -30.



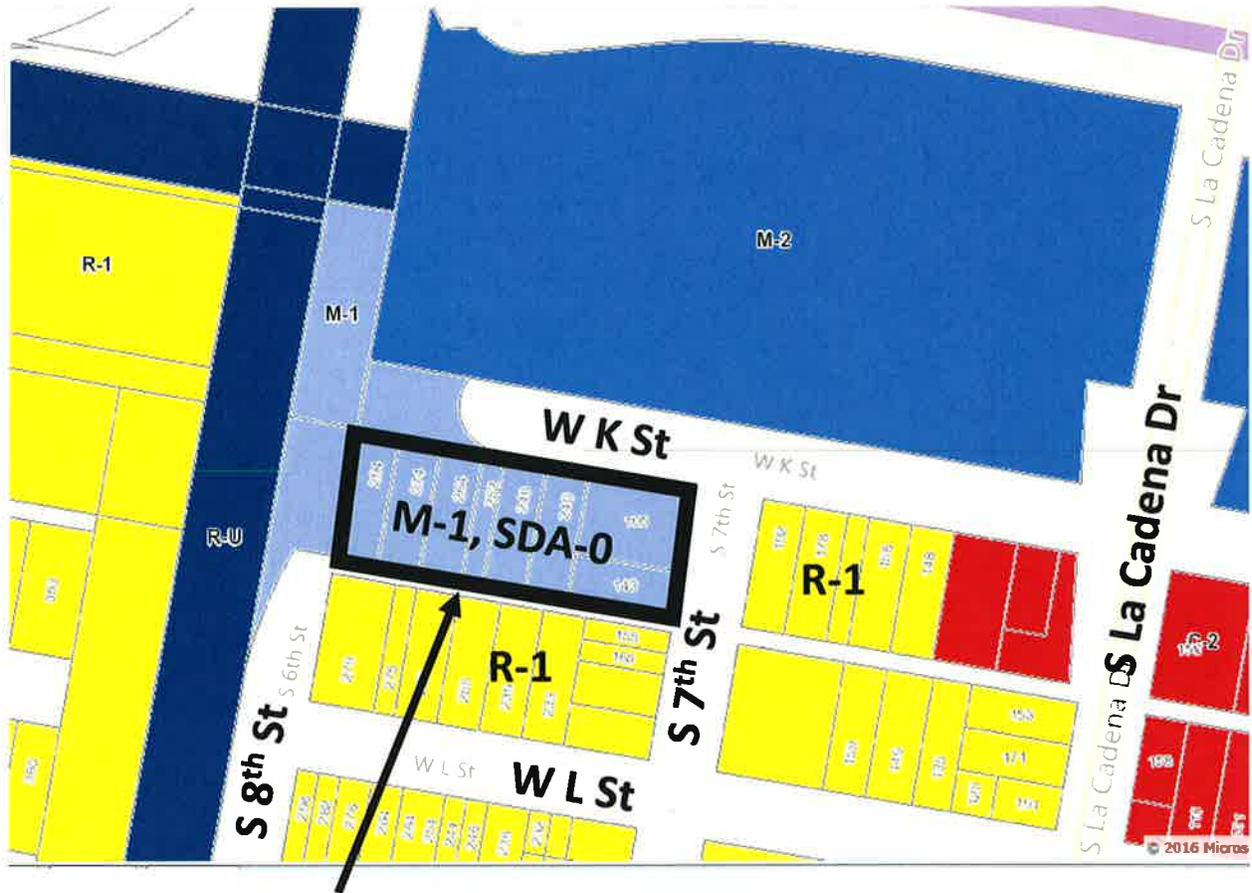
**PROPOSED ZONE CHANGE**  
**FROM: M-1, LIGHT INDUSTRIAL**  
**TO: M-1 - SDA-O, LIGHT INDUSTRIAL – SENSITIVE DEVELOPMENT AREA OVERLAY**

June 2016

City of Colton  
DAP-001-277 - General Plan Update Follow Up  
& SDA-O Expansion

# Area 2

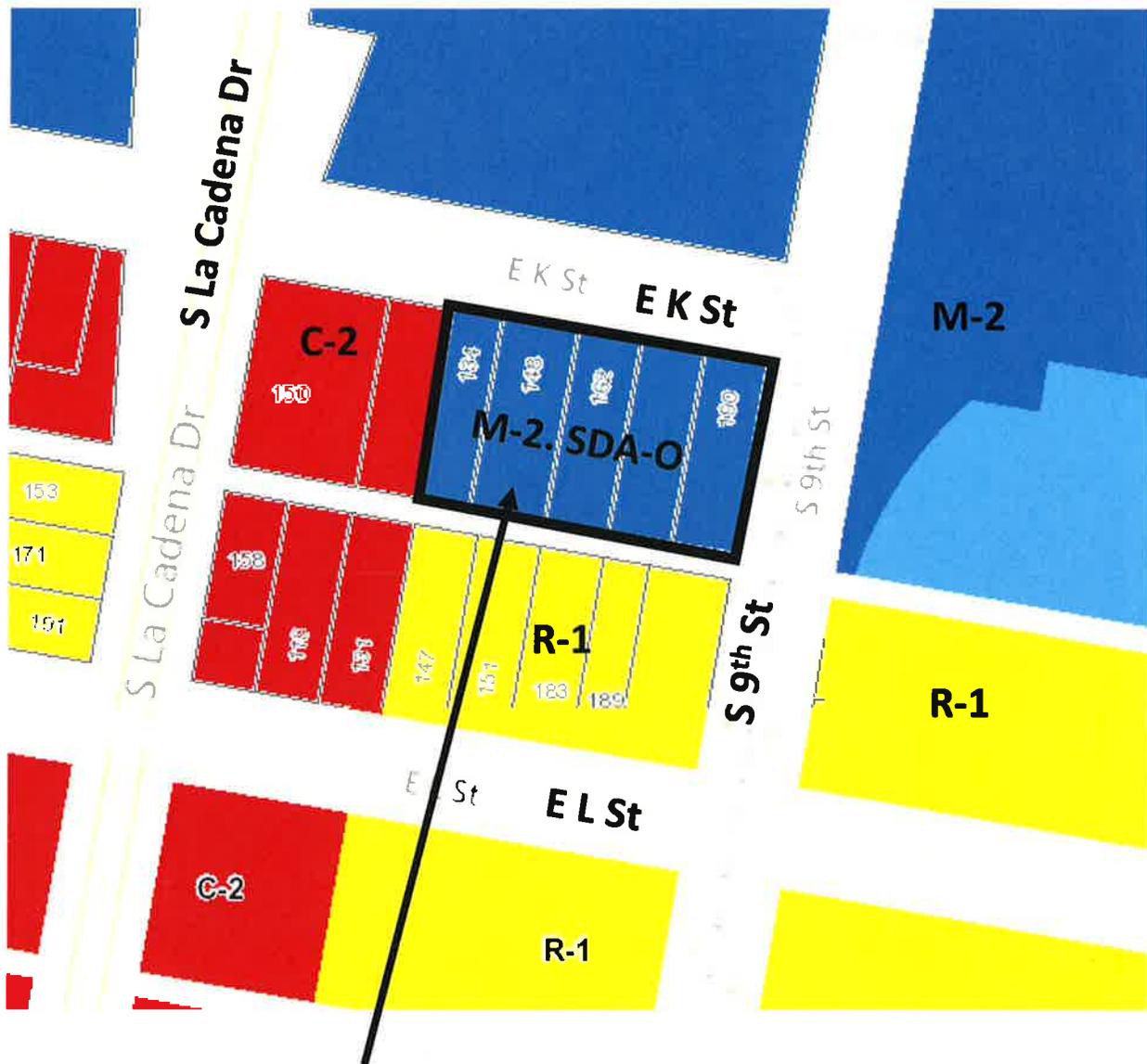
Parcels zoned M-1, Light Industrial, bounded by K Street to the north, Seventh Street to the east, the BNSF Railroad line to the west, and a public alley to the south, and located at 105, 143 S 7<sup>th</sup> Street; 240, 248, 252, 264, 274, 294 West K Street (8 parcels)- APN 0163-071-12,-13,-14,-15,-16,-17,-18,-19



**PROPOSED ZONE CHANGE**  
**FROM: M-1, LIGHT INDUSTRIAL**  
**TO: M-1 - SDA-O, LIGHT INDUSTRIAL – SENSITIVE DEVELOPMENT AREA OVERLAY**

# Area 3

Parcels zoned M-2, Heavy Industrial, bounded by K Street to the north, Ninth Street to the east, the "C-2" zoned properties to the west, and a public alley to the south, and located at 134, 148, 162, ~174, 190 West K St (5 parcels) – APN 0163-081-12,-13,-14,-15,-16



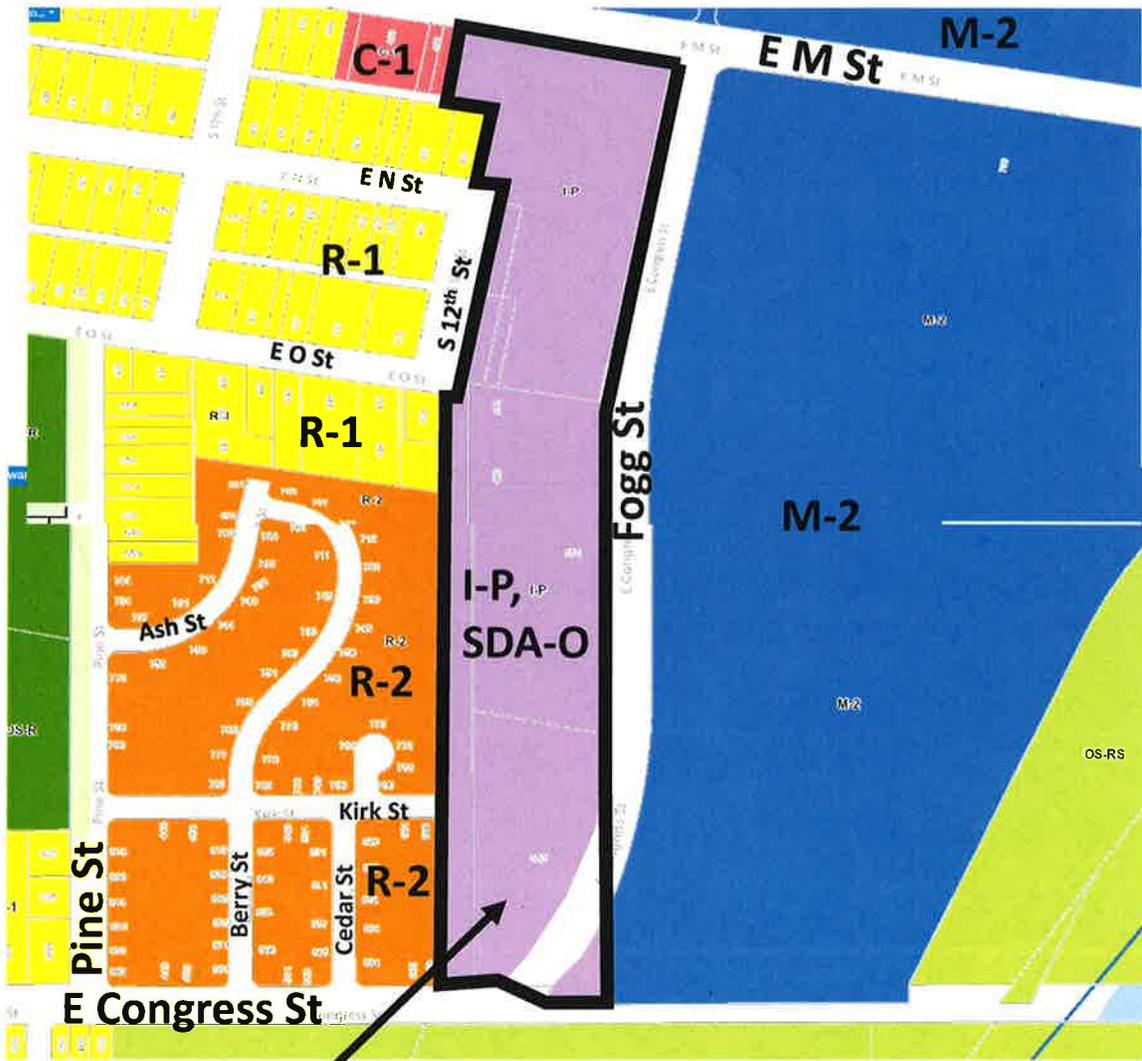
**PROPOSED ZONE CHANGE**  
**FROM: M-2, HEAVY INDUSTRIAL**  
**TO: M-2 - SDA-O, HEAVY INDUSTRIAL – SENSITIVE DEVELOPMENT AREA OVERLAY**

June 2016

City of Colton, California  
DAP-001-277 - General Plan Update Follow Up  
& SDA-O Expansion

# Area 4

Parcels zoned I-P, Industrial Park, bounded by Fogg Street to the east, M Street to the north, Congress St to the south, and properties zoned "C-1", "R-1" and "R-2" to the west, and located at 551, 555 S Fogg St, ~402,452,454,502 S 12<sup>th</sup> St, 500 E M St - APN 0163-232-01,-02,-24; 0163-135-01,-03,-04; 0163-141-17 (7 parcels)



**PROPOSED ZONE CHANGE**  
**FROM: I-P – IP, INDUSTRIAL PARK**  
**TO: I-P - SDA-O, INDUSTRIAL PARK– SENSITIVE DEVELOPMENT AREA OVERLAY**

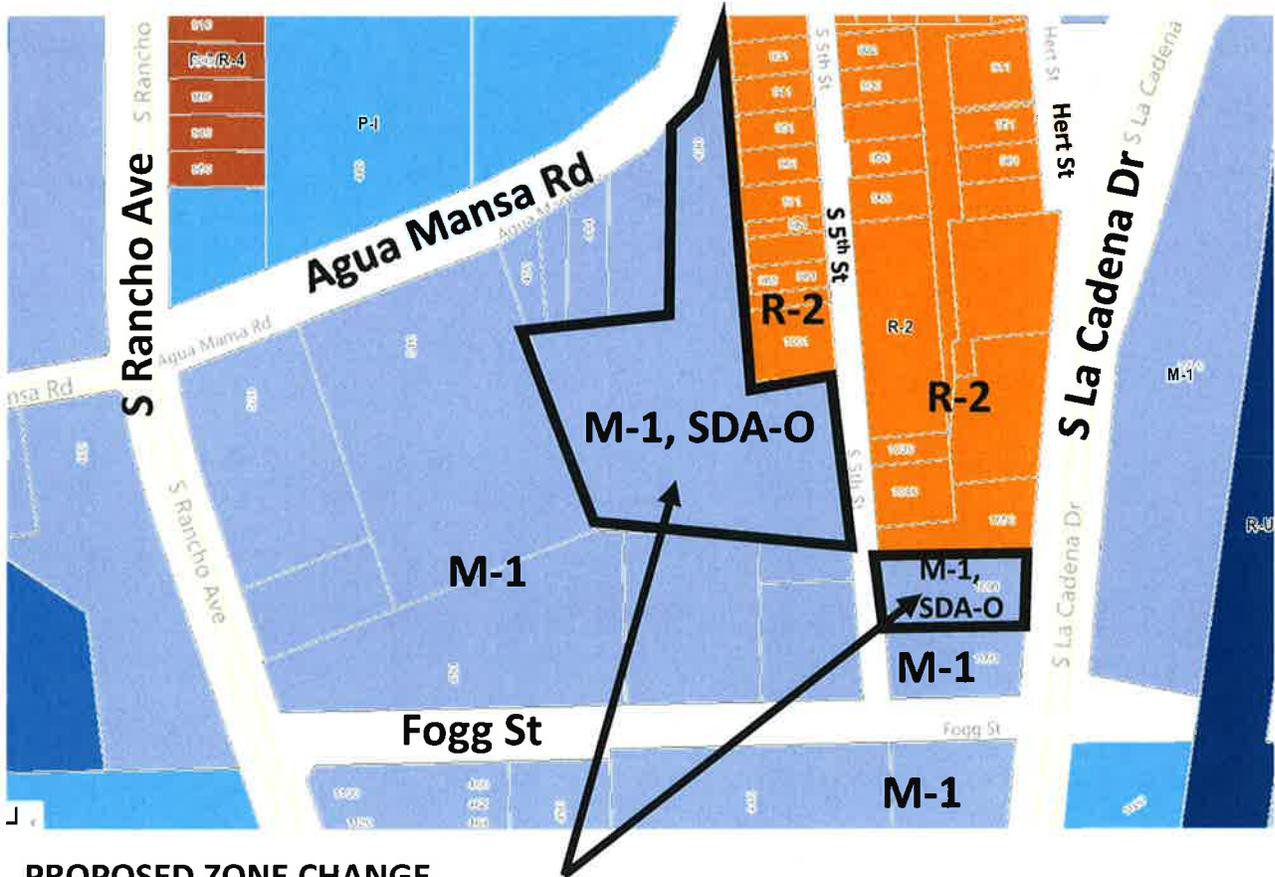
July 19, 2016

City of Colton, California  
DAP-001-277 - General Plan Update Follow Up  
& SDA-O Expansion



# Area 7

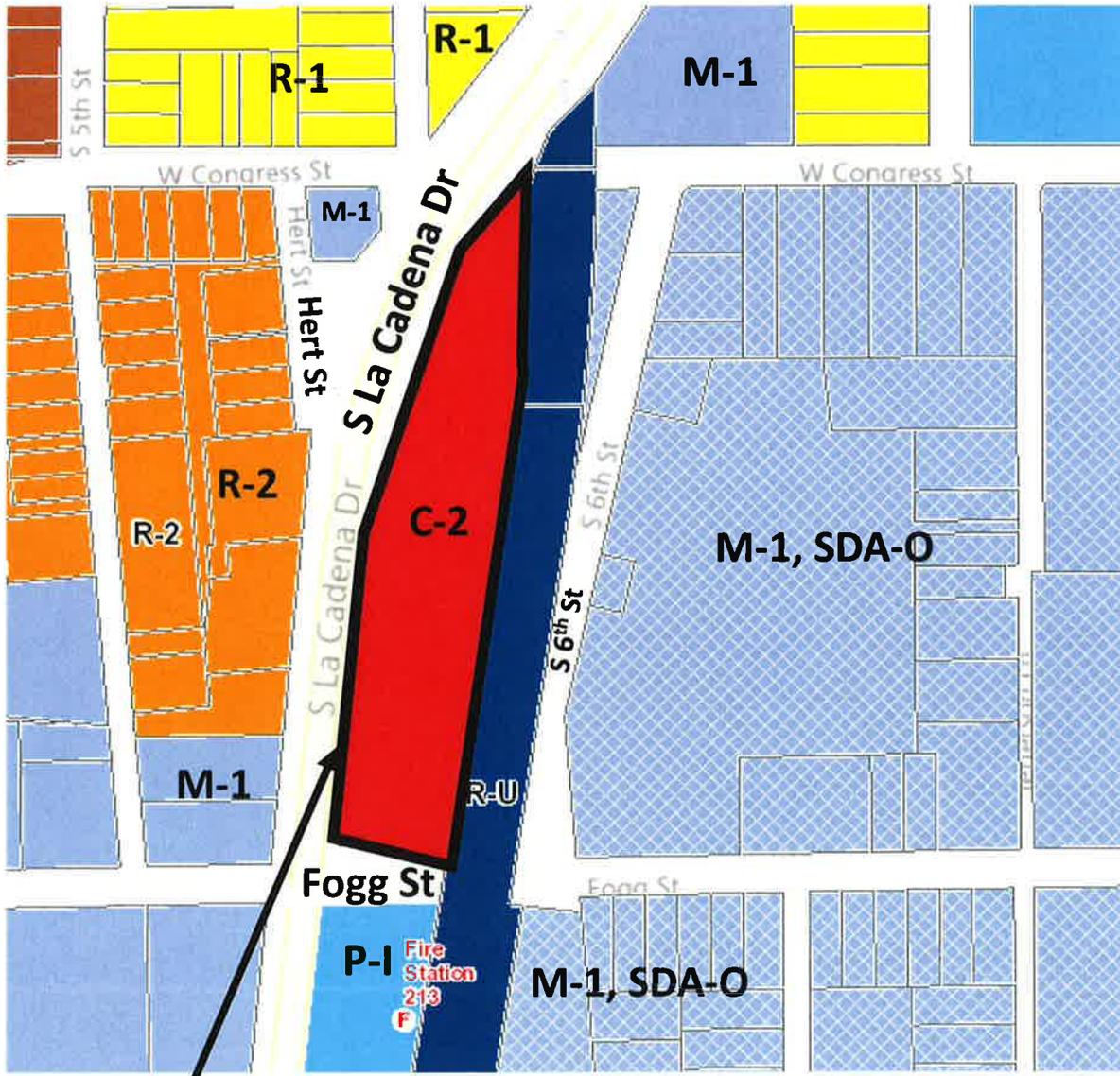
Parcels zoned M-1, Light Industrial, abutting "R-2" zoned properties respectively to the west, bounded by Agua Mansa Road to the north and Fifth Street to the east, and located at 430 W Agua Mansa, APN 0163-261-34 – and to the north, bounded by La Cadena Drive to the east and Fifth Street to the west identified as APN 0163-271-25 (~1089 S La Cadena)



**PROPOSED ZONE CHANGE**  
**FROM: M-1, LIGHT INDUSTRIAL**  
**TO: M-1 - SDA-O, LIGHT INDUSTRIAL – SENSITIVE DEVELOPMENT AREA OVERLAY**

# Area 9

parcel zoned M-1, Light Industrial, bounded by La Cadena Drive to the west, Fogg Street to the south and BNSF railroad line to the east, and located at 1070 S La Cadena Drive - APN 0163-273-07



**PROPOSED ZONE CHANGE**  
**FROM: M-1, LIGHT INDUSTRIAL**  
**TO: C-2 GENERAL COMMERCIAL**

# Area 10b

- Parcel zoned R-1, Low Density Residential, bounded by Congress Street to the south, "M-1" zoned property to the west, Veterans Parks to the north, and "R-1" zoned properties to the east, and located at 271 E Congress – APN 0163-221-35



**PROPOSED ZONE CHANGE**  
**FROM: R-1 , LOW DENSITY RESIDENTIAL**  
**TO: OS-R, OPEN SPACE-RECREATION**

June 2016

City of Colton, California  
 DAP-001-277 - General Plan Update Follow  
 Up & SDA-O Expansion

**DAP-001-277**  
**ATTACHMENT 3**

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**RESOLUTION NO. R-69-13**

**A RESOLUTION OF THE CITY OF COLTON CITY COUNCIL PROVIDING FOLLOW-UP DIRECTION TO STAFF REGARDING IMPLEMENTATION OF GENERAL PLAN AMENDMENTS FOR THE LAND USE ELEMENT, HOUSING ELEMENT AND CIRCULATION (“MOBILITY”) ELEMENT OF THE GENERAL PLAN. (FILE INDEX NO: DAP-001-101).**

**WHEREAS**, local governments are authorized by Government Code section 65350 et seq. to prepare, adopt and amend general plans, and by Government Code section 65800 et seq. to prepare, adopt and amend zoning ordinance which is consistent with the general plan; and

**WHEREAS**, comprehensive updates to the Land Use Element, Housing Element and Circulation (“Mobility”) Element of the City of Colton General Plan (hereinafter “**General Plan Update**”) were initiated and prepared by the City of Colton; and

**WHEREAS**, on July 16, August 6, August 13 and August 20, 2013, the City Council of the City of Colton held a public hearing and concurrent workshops to discuss the Planning Commission’s recommendations and to consider the project, and at such hearing the City Council heard all persons interested in or opposed to the EIR and/or the project; and

**WHEREAS**, the City Council has determined that it is in the City’s interest to provide specific direction to staff pertaining to future actions to implement the General Plan Update, future General Plan amendments (Land Use Element, Land Use Plan) for identified locations, initiation of comprehensive planning projects, and related zoning ordinance amendments and

**WHEREAS**, such direction for future amendments provide property owners with information upon which to determine future development plans for their properties.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLTON:**

**SECTION 1.** Staff is hereby directed to study the land use mix and proposed residential density of the Colton Hub City Centre Specific Plan (“West Valley Specific Plan”) and initiate a subsequent amendment to the adopted Housing Element amendment for the 2014-2021 planning period for future consideration by the City Council, that implements the City Council’s vision for the West Valley Specific Plan area and includes accommodation of any remaining 2008-2014 Regional Housing Needs Allocation units within alternative locations in the City of Colton and compliance with the California Environmental Quality Act (CEQA).

**SECTION 2.** Staff is hereby directed to develop a work program for consideration by the City Council for a new Specific Plan (or other planning instrument) to facilitate and guide development and revitalization of downtown Colton.

**SECTION 3.** Staff is further hereby directed to study and initiate amendments for future consideration by the City Council to the adopted Land Use Element (Land Use Plan) and zoning ordinance, as appropriate, to implement the following directives:

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- Land currently designated “Low Density Residential” and zoned “Residential Estates” within the Pellissier Ranch area (identified as APN Nos. 1167-01-101, 0277-01-107, 0163-35-125, 0163-34-104, 0163-35-125 and 0163-35-128) shall be studied and designated as “Open Space” or appropriate development are developed that take into account the geology, slope and terrain of the area to ensure that any future residential development will:
    - Protect ridgelines and steep slopes;
    - Require clustering development on flat or gently sloping land; and
    - Limit grading to ensure that contours of existing hillsides are preserved.
  - The General Plan Land Use designation of land bounded by O Street to the north ,a BNSF Railroad right-of-way spur to the west, , and Open Space-Recreation, Low Density Residential and Open Space-Resource land uses to the east and south, respectively (identified as APN Nos. 0163-22-139 and 0163-39-111) shall be re-designated from “Light Industrial” to an appropriate residential land use designation with corresponding zoning adopted thereon.

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The General Plan Land Use designation of land bounded by La Cadena Drive to the west, Congress Street to the north, BNSF Railroad right-of-way to the east, and Fogg Street to the south (identified as APN No. 0163-27-307) shall be re-designated from “Light Industrial” to a commercial designation appropriate for the site, with corresponding zoning adopted thereon.

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- The General Plan Land Use designation of land currently designated “Industrial Park” and bounded by the Santa Ana River to the north, La Cadena Drive to the east, “Very Low Density Residential” land use designations to the south (Loma Verde Road tract), and “Public/Institution” land use designation to the west (Colton Landfill) (identified as APN No. 027-19-206), shall be studied and an appropriate land use designation and zoning district shall be recommended to the Planning Commission and City Council.

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Staff is hereby directed to assure that the adopted General Plan remains internally consistent and that all amendments proposed are in compliance with CEQA.

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**SECTION 4.** The City Council finds that approval of this Resolution (providing follow-up direction to staff with regard to the preparation of an additional amendment proposal regarding the General Plan) is not a “project” as defined by the California Environmental Quality Act (“CEQA”), and therefore is not subject to the requirements of CEQA. Specifically, and without limitation, this finding is based on the facts that the Resolution does not commit the City to a definite course of action in terms of approving any further amendments to the General Plan, as that decision would be considered at a later time; that any further General Plan amendment proposals are, currently, sufficiently conceptual and abstract such as to prevent meaningful environmental review at the present time; that CEQA review will be conducted in conjunction with the Planning Commission and City Council consideration of whatever General Plan amendment proposal is created by City staff in response to this Resolution; and that it can be seen with certainty that the approval of the Resolution will not have an effect on the physical environment.

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**SECTION 5.** The City Clerk shall certify the adoption of this Resolution.

**PASSED, APPROVED AND ADOPTED** this 20th day of August, 2013.

  
SARAH S. ZAMORA, Mayor

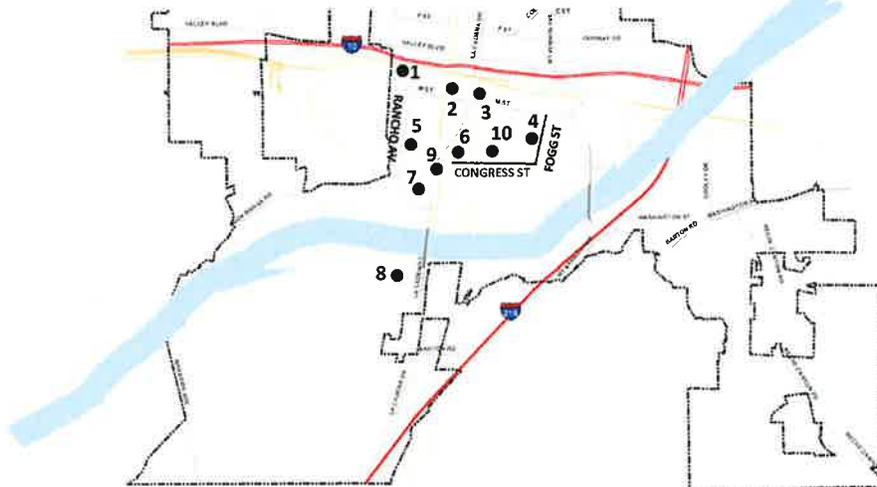
ATTEST:

  
EILEEN C. GOMEZ, CMC  
City Clerk

**DAP-001-277**  
**ATTACHMENT 4**

## Index Map to Areas Maps (1 through 10)

- Area 1 - Parcels zoned M-1, Light Industrial, bounded by Ranch Ave to the west, K St to the north, M St to the south, and Third St to the east, and located at 223,225,275 S Rancho Ave– APN 0163-051-11, -27, & -30.
- Area 2- Parcels zoned M-1, Light Industrial, bounded by K St to the north, Seventh St to the east, the BNSF Railroad line to the west, and a public alley to the south, and located at 105, 143 S 7<sup>th</sup> St; 240, 248, 252, 264, 274, 294 West K St - APN 0163-071-12,-13,-14,-15,-16,-17,-18,-19.
- Area 3 - Parcels zoned M-2, Heavy Industrial, bounded by K St to the north, Ninth St to the east, the “C-2” zoned properties to the west, and a public alley to the south, and located at 134, 148, 162, ~174, 190 East K St (5 parcels) – APN 0163-081-12,-13,-14,-15,-16.
- Area 4 - Parcels zoned I-P, Industrial Park, bounded by Fogg St to the east, M St to the north, Congress St to the south, and properties zoned “C-1”, “R-1” and “R-2” to the west, and located at 551, 555 S Fogg St, ~402,452,454,502 S 12<sup>th</sup> St, 500 E M St - APN 0163-232-01,-02,-24; 0163-135-01,-03,-04; 0163-141-17 (7 parcels)
- Area 5 - Parcels zoned I-P, Industrial Park, bounded by Rancho Ave to the west, Cement Plant Road/Georgia Avenue to the south, O Street to the north, and an abandoned railroad spur to the east, and located at 500, 620, 680 S Rancho Av; 510, 555, 565, 575, 585 W Birch St; ~550 Maple St –APN 0163-161-39,-45,-46,-47,-48,-49,-50,-65,-66
- Area 6 - Parcel zoned M-1, Light Industrial bounded by La Cadena Drive to the west, Congress Street to the south, R-1 zoned properties to the east, and the BNSF railroad line to the west, and located at 309 W Congress St, APN 0163-202-21
- Area 7 - Parcels zoned M-1, Light Industrial, abutting “R-2” zoned properties respectively to the west, bounded by Agua Mansa Road to the north and Fifth Street to the east, and located at 430 W Agua Mansa, APN 0163-261-34 – and to the north, bounded by La Cadena Drive to the east and Fifth Street to the west identified as APN 0163-271-25 ( ~1089 S La Cadena)
- Area 8 – Parcels zoned I-P, Industrial Park, bounded by the Santa Ana River to the north, La Cadena Drive to the east, Loma Verde residential tract to the south, and the Colton Landfill to the west consisting of the following:
- APN 0275-192-06 (~1601 S La Cadena Dr; southwest corner of La Cadena & Tropic Ranch Road); APN 0275-192-07 & 0163-361-14 & 15 (~1501 S La Cadena Dr) ; APN 0275-192-03 (~11585 S Bostick/~1600 S Bostick) ; APN 0275-192-02, -04 (~1701 S Bostick).
- Area 9 – parcel zoned M-1, Light Industrial, bounded by La Cadena Drive to the west, Fogg Street to the south and BNSF railroad line to the east, and located at 1070 S La Cadena Drive - APN 0163-273-07 .
- Area 10 – Parcels zoned M-1, SDA-O - Light Industrial, Sensitive Development Area-Overlay, bounded by O Street to the north, Congress Street to the south, the Ninth Street railroad spur line to the west, and Veterans Park to the east, and located at 234 E O Street - APN 0163-221-39 and parcel zoned R-1, Low Density Residential, bounded by Congress Street to the south, “M-1” zoned property to the west, Veterans Parks to the north, and “R-1” zoned properties to the east, and located at 271 E Congress – APN 0163-221-35

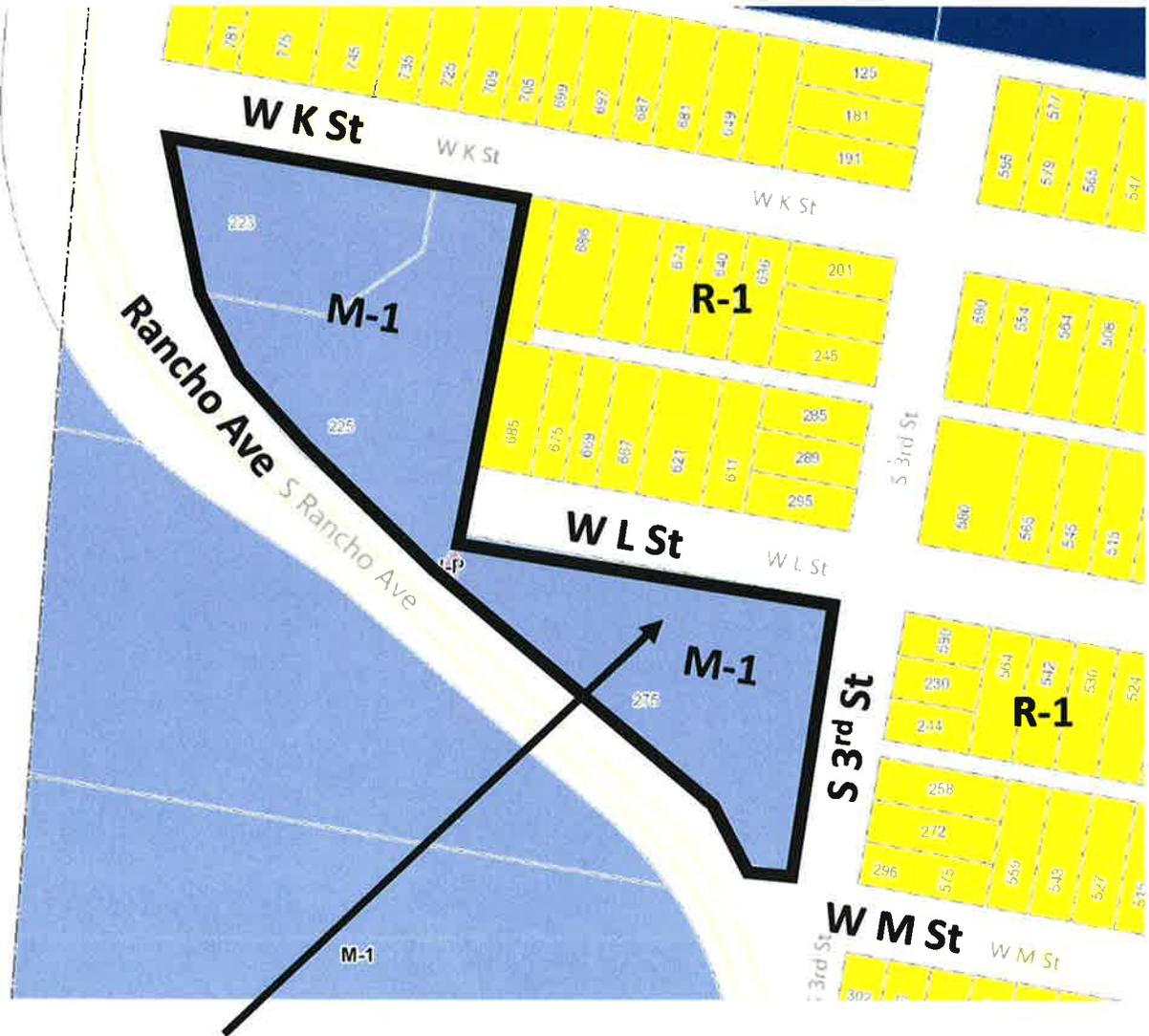


June 2016

City of Colton, California  
DAP-001-277 - General Plan Update Follow Up &  
SDA-O Expansion

# Area 1

Parcels zoned M-1, Light Industrial, bounded by Ranch Avenue to the west, K Street to the north, M Street to the south, and Third Street to the east, and located at 223,225,275 S Rancho Ave (3 parcels) – APN 0163-051-11, -27, & -30.



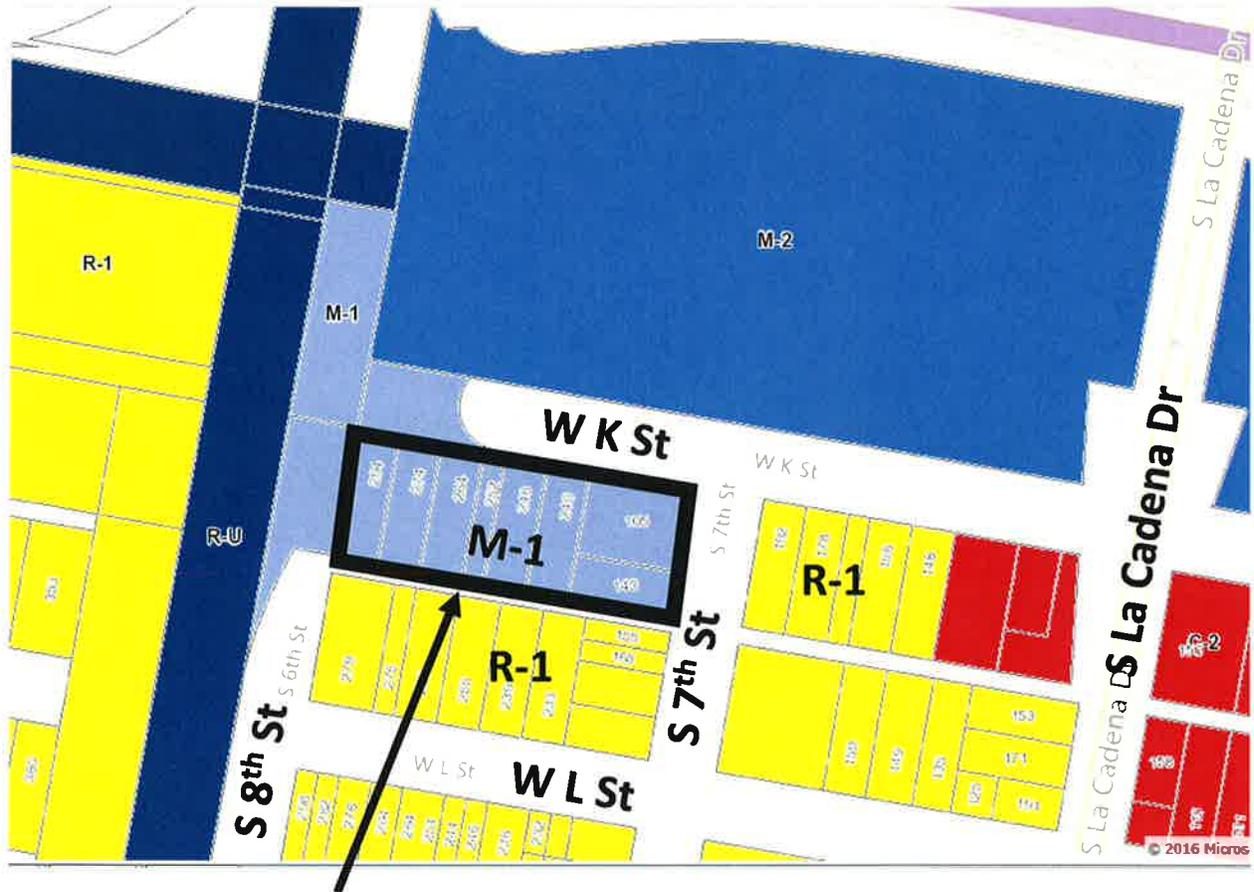
**PROPOSED ZONE CHANGE  
FROM: M-1, LIGHT INDUSTRIAL  
TO: M-1 - SDA-O, LIGHT INDUSTRIAL – SENSITIVE DEVELOPMENT AREA OVERLAY**

**Area 1- 223, 225 275 S. Rancho Avenue  
Aerial Photo (DAP-001-277)**



# Area 2

Parcels zoned M-1, Light Industrial, bounded by K Street to the north, Seventh Street to the east, the BNSF Railroad line to the west, and a public alley to the south, and located at 105, 143 S 7<sup>th</sup> Street; 240, 248, 252, 264, 274, 294 West K Street (8 parcels)- APN 0163-071-12,-13,-14,-15,-16,-17,-18,-19



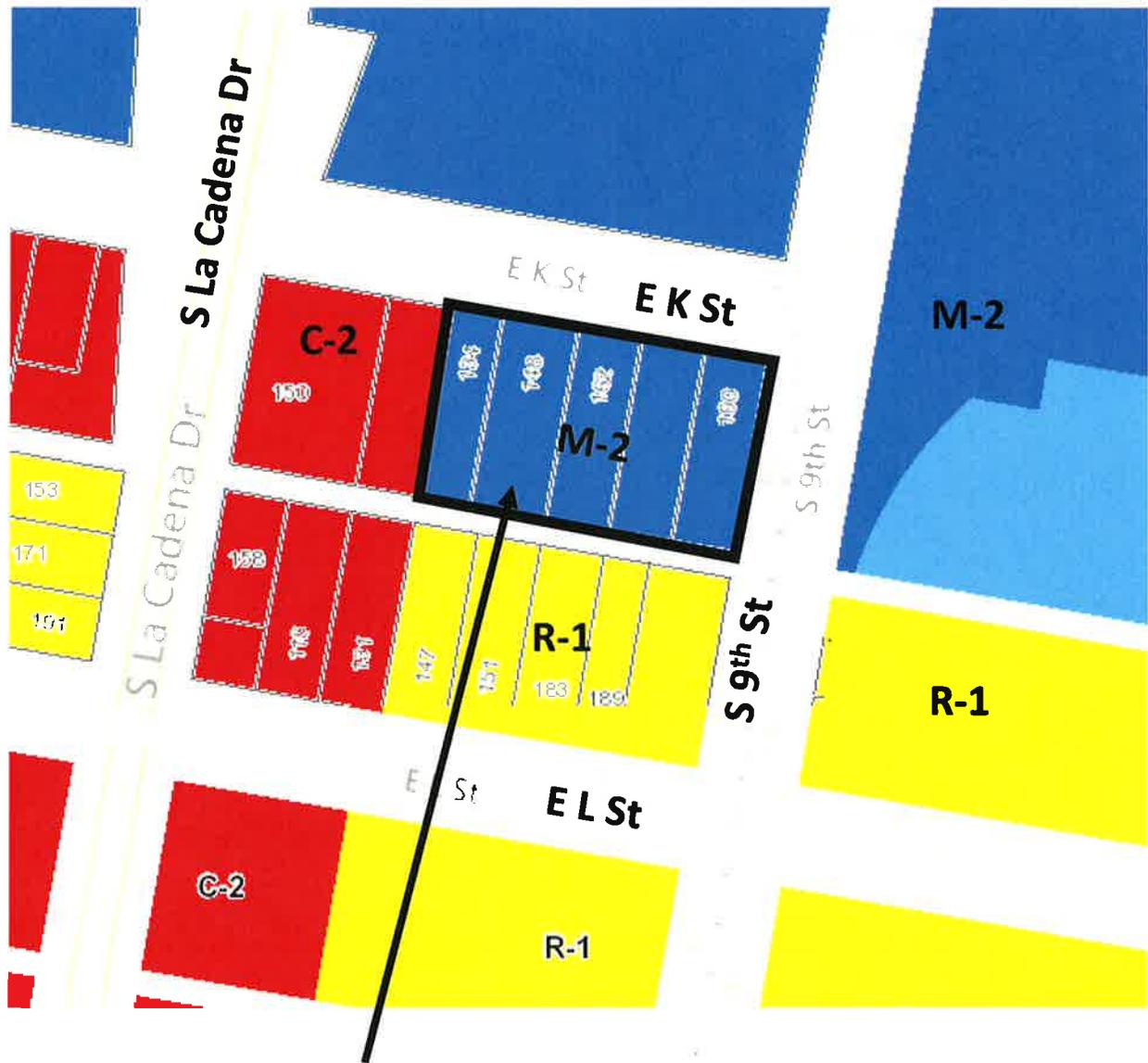
**PROPOSED ZONE CHANGE  
FROM: M-1, LIGHT INDUSTRIAL  
TO: M-1 - SDA-O, LIGHT INDUSTRIAL – SENSITIVE DEVELOPMENT AREA OVERLAY**

Area 2 – 105, 143 S 7<sup>th</sup> Street; 240,248,252,264,274,294 West K Street  
Aerial Photo (DAP-001-277)



# Area 3

Parcels zoned M-2, Heavy Industrial, bounded by K Street to the north, Ninth Street to the east, the "C-2" zoned properties to the west, and a public alley to the south, and located at 134, 148, 162, ~174, 190 East K St (5 parcels) – APN 0163-081-12,-13,-14,-15,-16



**PROPOSED ZONE CHANGE**  
**FROM: M-2, HEAVY INDUSTRIAL**  
**TO: M-2 - SDA-O, HEAVY INDUSTRIAL – SENSITIVE DEVELOPMENT AREA OVERLAY**

June 2016

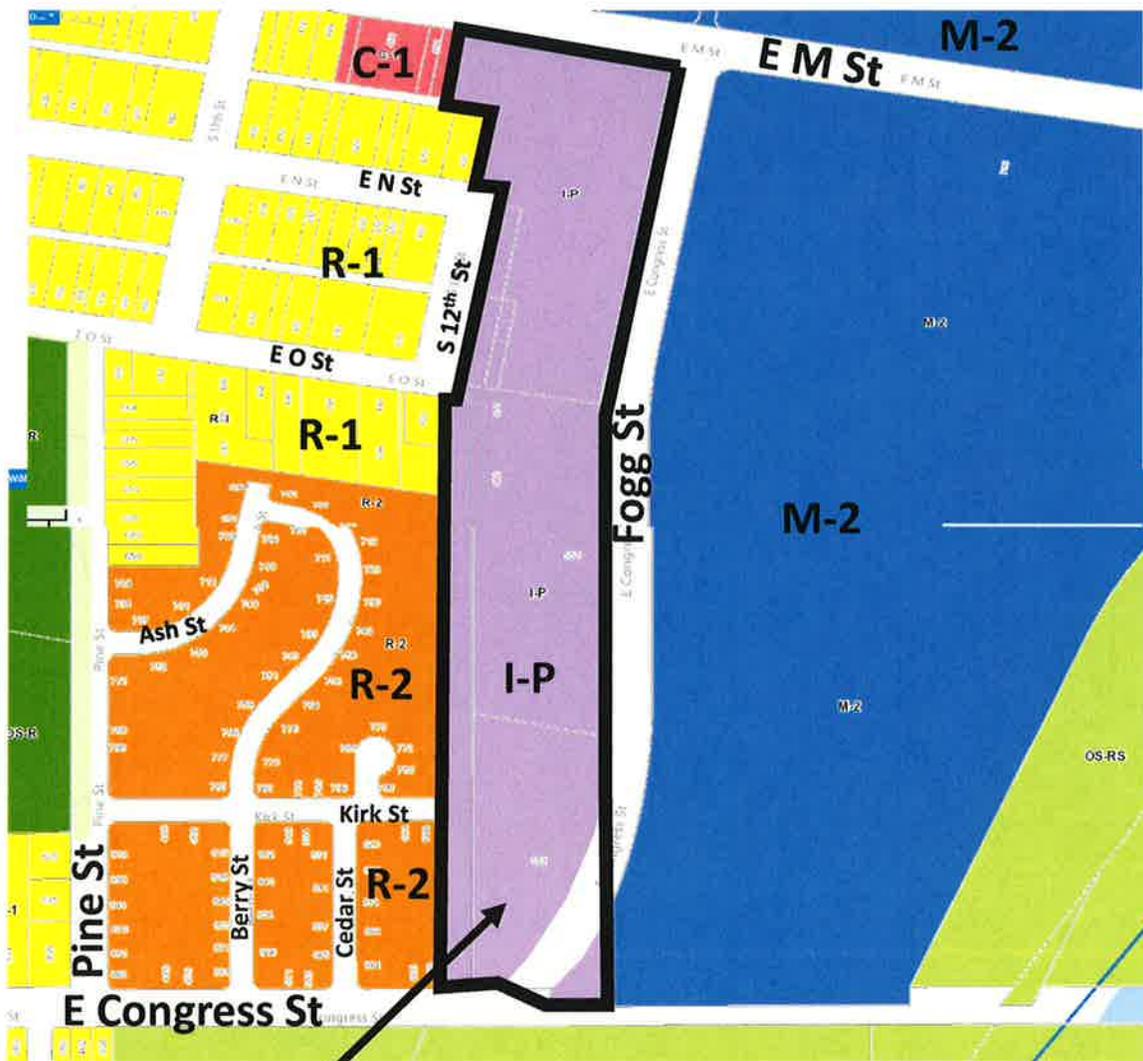
City of Colton, California  
DAP-001-277 - General Plan Update Follow Up  
& SDA-O Expansion

**Area 3 - 134, 148, 162, ~174, 190 East K St  
Aerial Photo (DAP-001-277)**



# Area 4

Parcels zoned I-P, Industrial Park, bounded by Fogg Street to the east, M Street to the north, Congress St to the south, and properties zoned "C-1", "R-1" and "R-2" to the west, and located at 551, 555 S Fogg St, ~402,452,454,502 S 12<sup>th</sup> St, 500 E M St - APN 0163-232-01,-02,-24; 0163-135-01,-03,-04; 0163-141-17 (7 parcels)



**PROPOSED ZONE CHANGE**  
**FROM: I-P – IP, INDUSTRIAL PARK**  
**TO: I-P - SDA-O, INDUSTRIAL PARK– SENSITIVE DEVELOPMENT AREA OVERLAY**

July 18, 2016

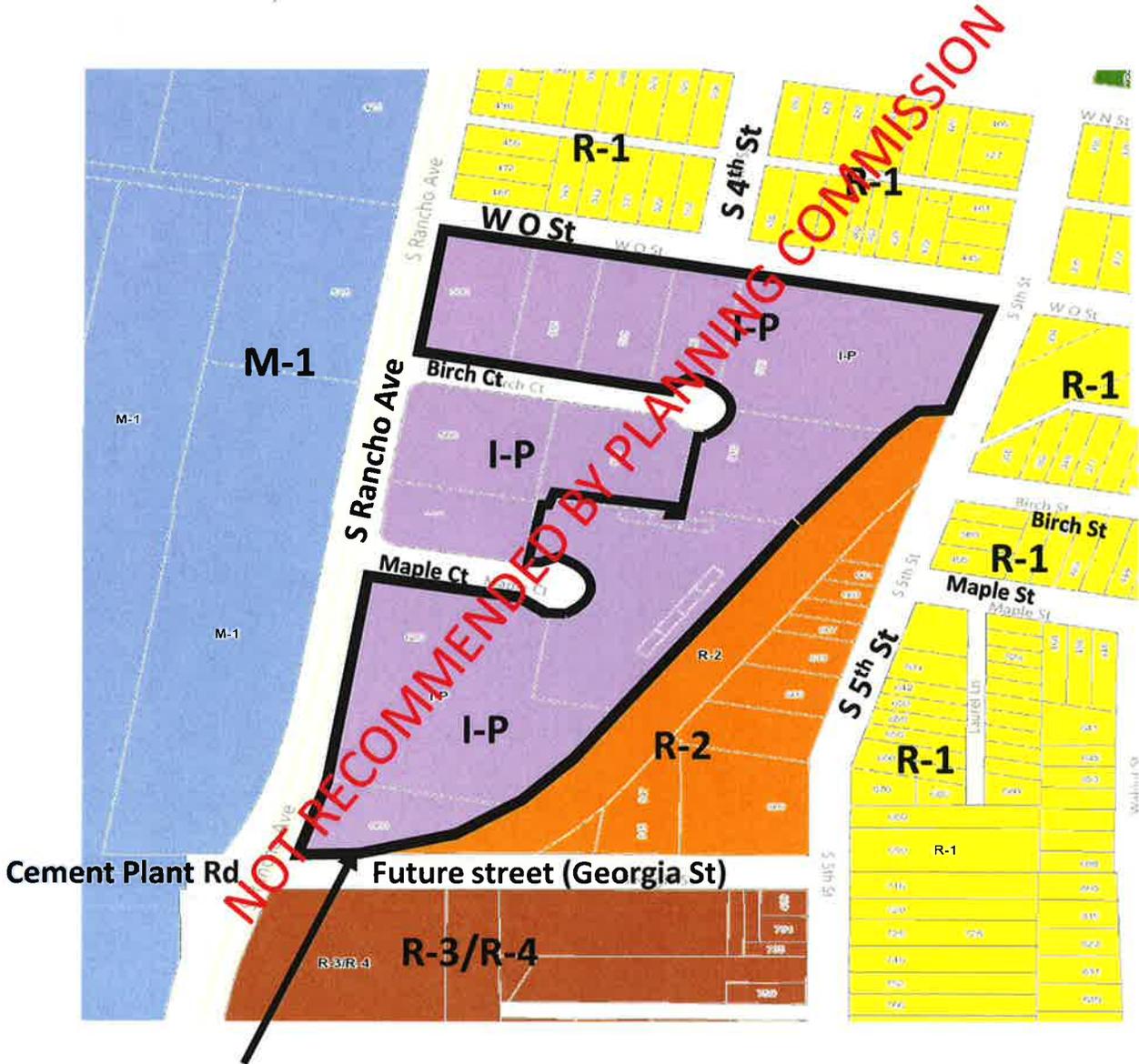
City of Colton, California  
DAP-001-277 - General Plan Update Follow Up  
& SDA-O Expansion

**Area 4 - 551,555 S Fogg St, ~402,452,454,502 S 12<sup>th</sup> St, 500 E M St  
Aerial Photo (DAP-001-277)**



# Area 5

Parcels zoned I-P, Industrial Park, bounded by Rancho Avenue to the west, Cement Plant Road/Georgia Avenue to the south, O Street to the north, and an abandoned railroad spur to the east, and located at 500, 620, 680 S Rancho Av; 510, 555, 565, 575, 585 W Birch St; ~550 Maple St –APN 0163-161-39,-45,-46,-47,-48,-49,-50,-65,-66 (9 parcels)



**PROPOSED ZONE CHANGE**  
**FROM: I-P – IP, INDUSTRIAL PARK**  
**TO: I-P - SDA-O, INDUSTRIAL PARK– SENSITIVE DEVELOPMENT AREA OVERLAY**

July 18, 2016

City of Colton, California  
 DAP-001-277 - General Plan Update Follow Up &  
 SDA-O Expansion

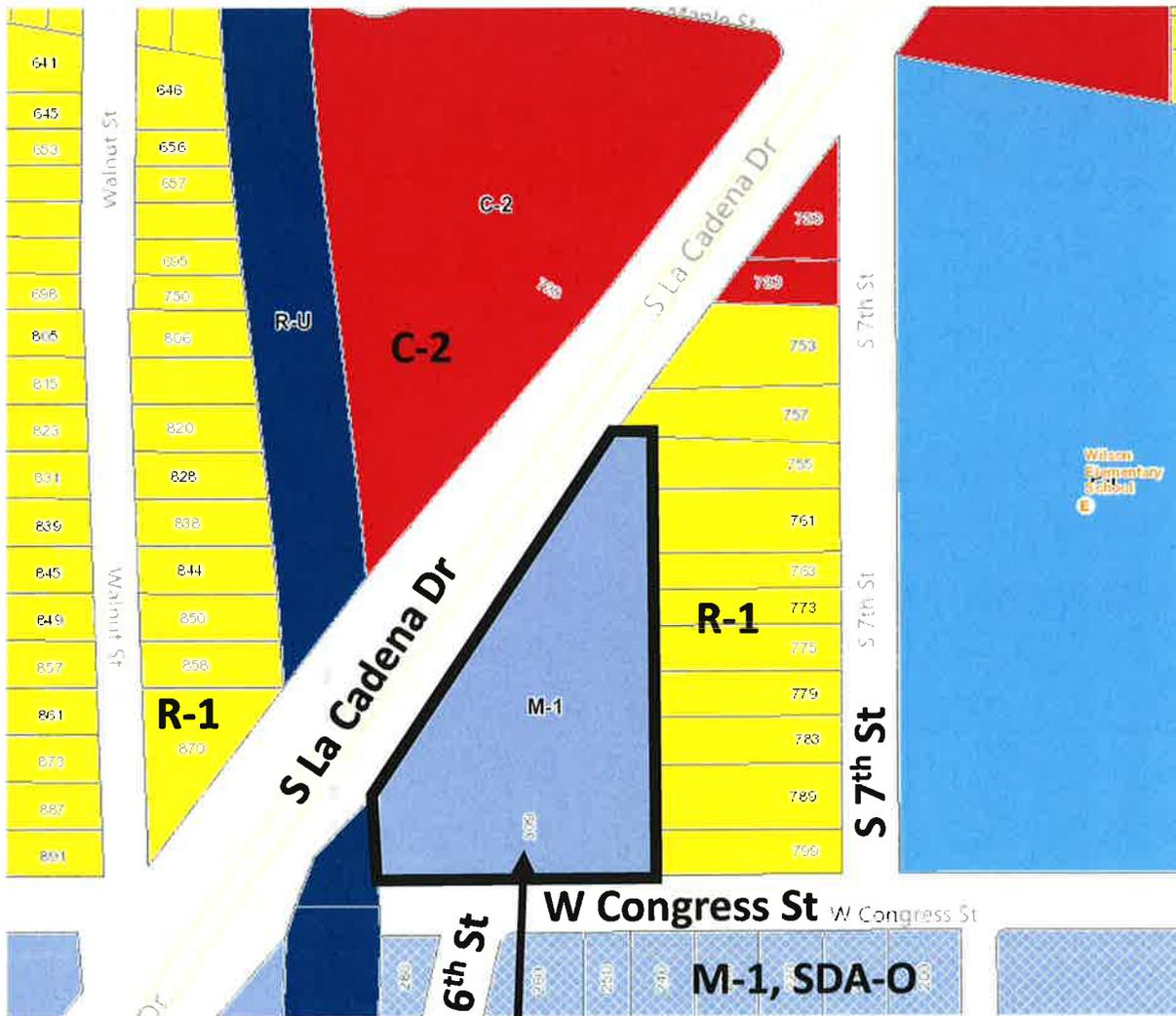
Area 5 - 500, 620, 680 S Rancho Av; 510,555,565,575,585 W Birch St; ~550 Maple St

Aerial Photo (DAP-001-277)



# Area 6

Parcel zoned M-1, Light Industrial bounded by La Cadena Drive to the west, Congress Street to the south, R-1 zoned properties to the east, and the BNSF railroad line to the west, and located at 309 W Congress St, APN 0163-202-21 (1 parcel)



**PROPOSED ZONE CHANGE  
FROM: M-1, LIGHT INDUSTRIAL  
TO: M-1 - SDA-O, LIGHT INDUSTRIAL – SENSITIVE DEVELOPMENT AREA  
OVERLAY**

July 18, 2016

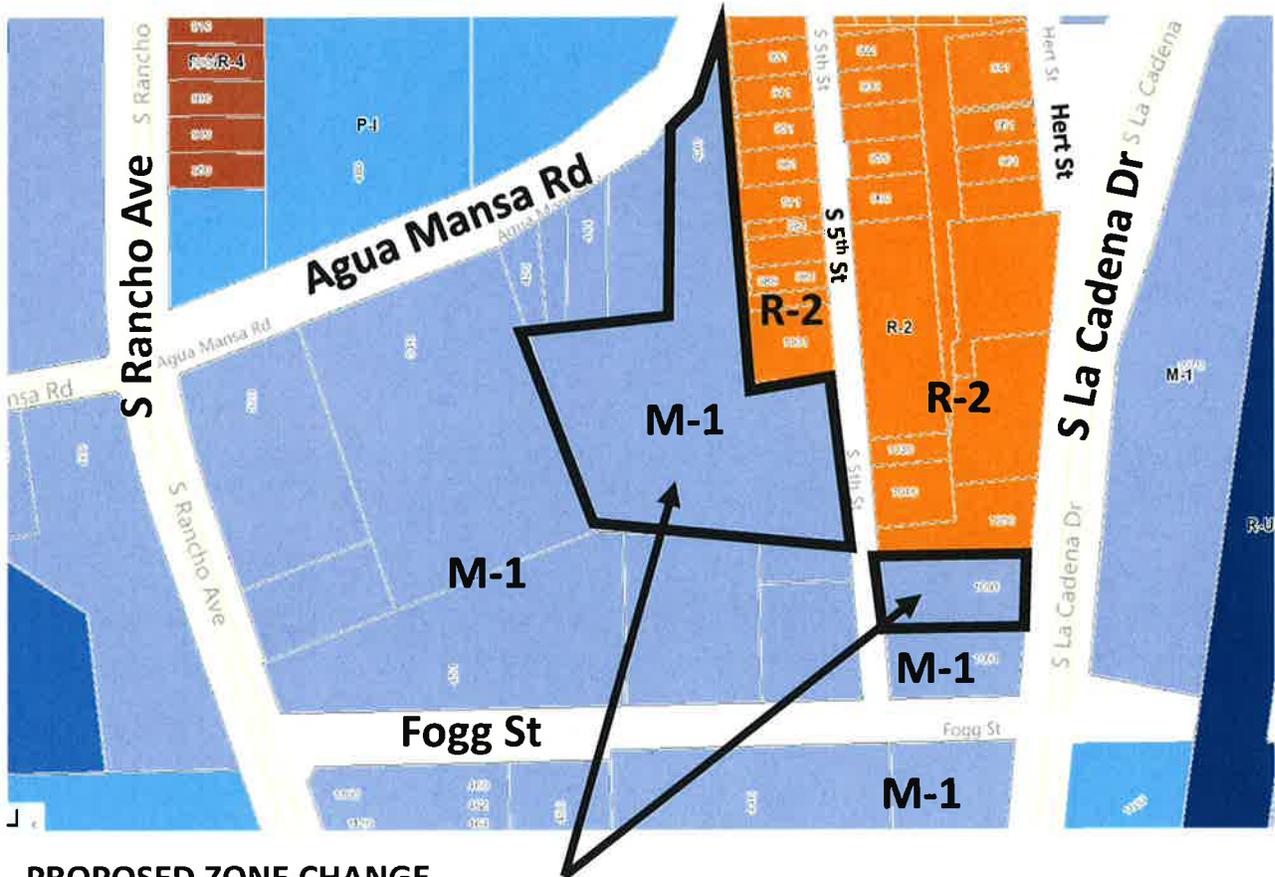
City of Colton, California  
DAP-001-277 - General Plan Update Follow  
Up & SDA-O Expansion

**Area 6 - 309 W Congress St  
Aerial Photo (DAP-001-277)**



# Area 7

Parcels zoned M-1, Light Industrial, abutting "R-2" zoned properties respectively to the west, bounded by Agua Mansa Road to the north and Fifth Street to the east, and located at 430 W Agua Mansa, APN 0163-261-34 – and to the north, bounded by La Cadena Drive to the east and Fifth Street to the west identified as APN 0163-271-25 (~1089 S La Cadena)



**PROPOSED ZONE CHANGE**  
**FROM: M-1, LIGHT INDUSTRIAL**  
**TO: M-1 - SDA-O, LIGHT INDUSTRIAL – SENSITIVE DEVELOPMENT AREA OVERLAY**

**Area 7 - 430 W Agua Mansa & 1089 S. La Cadena Dr.  
Aerial Photo (DAP-001-277)**



# Area 8

Parcels zoned I-P, Industrial Park, bounded by the Santa Ana River to the north, La Cadena Drive to the east, Loma Verde residential tract to the south, and the Colton Landfill to the west, including the following:

- 8a (1 parcel) APN 0275-192-06 (~1601 S La Cadena) – southwest corner of Tropico Ranch Rd & Santa Ana River
- 8b (3 parcels) three parcels between Tropico Ranch Rd & Santa Ana River – APN 0275-192-07 & 0163-361-14 & 15 (~1501 S La Cadena Dr)
- 8c (2 parcels) ~11585 S Bostick (~1600 S Bostick) – APN 0275-192-03
- 8d (2 parcels) – APN 0275-192-02, -04 (~1701 S Bostick)

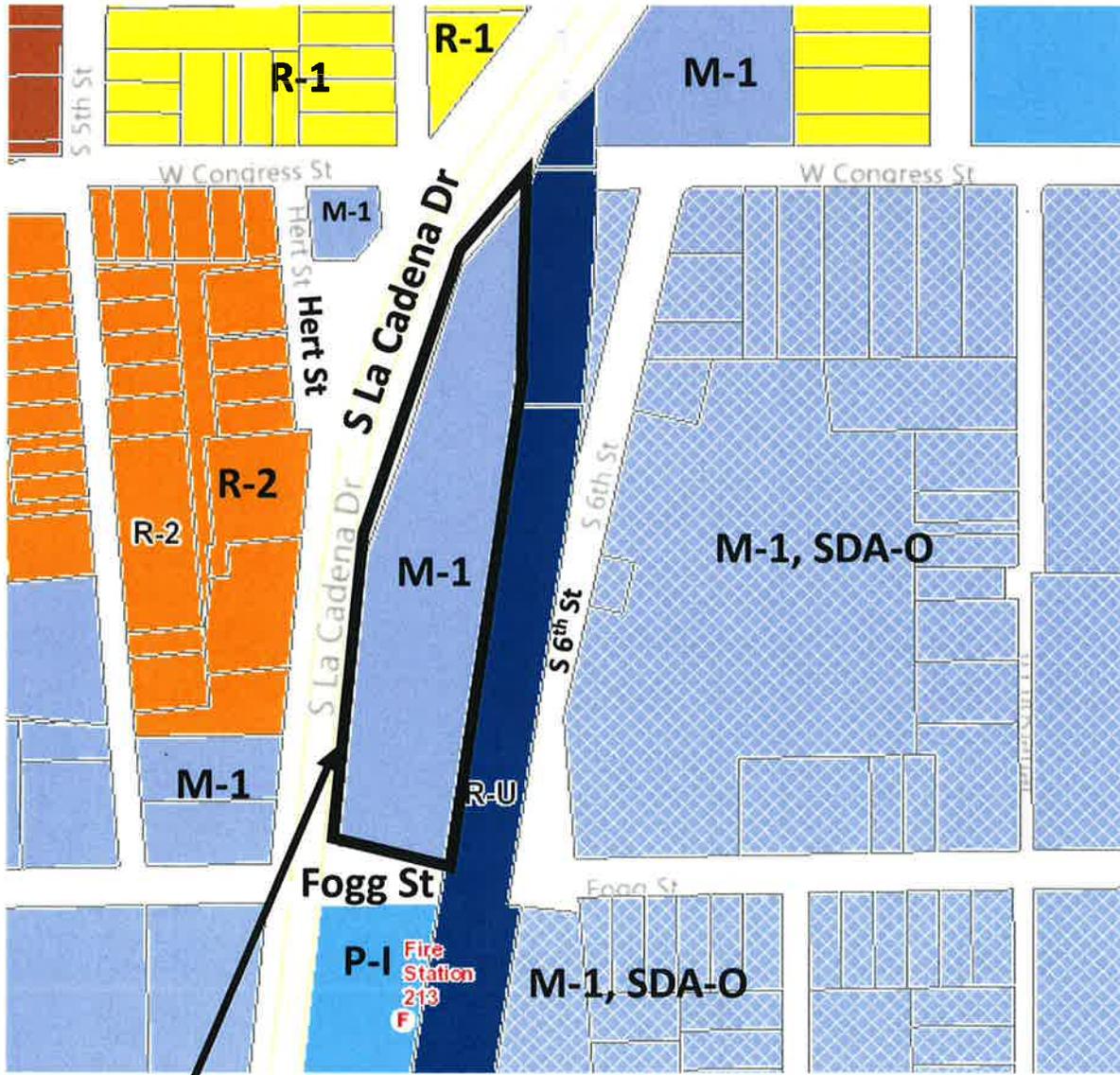


**Area 8 – southwest corner of La Cadena Dr & Santa Ana River**  
APN 0275-192-06 (~1601 S La Cadena); APN 0275-192-07 & 0163-361-14 & 15 (~1501 S La Cadena Dr)  
~11585 S Bostick (~1600 S Bostick) –APN 0275-192-03; APN 0275-192-02, -04 (~1701 S Bostick)  
**Aerial Photo (DAP-001-277)**



# Area 9

parcel zoned M-1, Light Industrial, bounded by La Cadena Drive to the west, Fogg Street to the south and BNSF railroad line to the east, and located at 1070 S La Cadena Drive - APN 0163-273-07



**PROPOSED GENERAL PLAN AMENDMENT & ZONE CHANGE  
FROM: M-1 - LI, LIGHT INDUSTRIAL  
TO: C-2 - GC, GENERAL COMMERCIAL**

June 2016

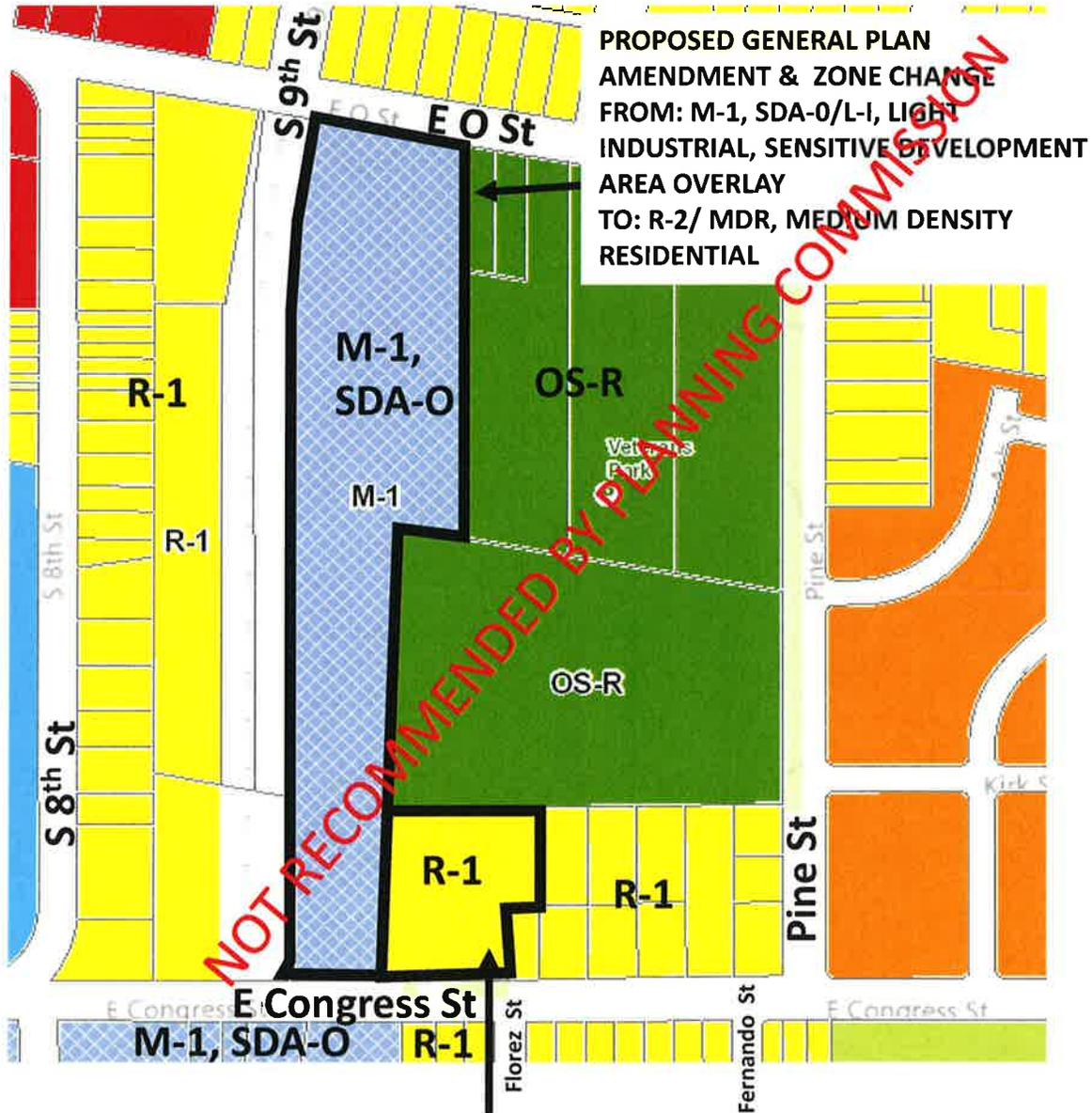
City of Colton, California  
DAP-001-277 - General Plan Update Follow  
Up & SDA-O Expansion

Area 9 - 1070 S. La Cadena Drive  
Aerial Photo (DAP-001-277)



# Area 10

- Parcel zoned M-1, SDA-O - Light Industrial, Sensitive Development Area-Overlay, bounded by O Street to the north, Congress Street to the south, the Ninth Street railroad spur line to the west, and Veterans Park to the east, and located at 234 E O Street - APN 0163-221-39
- Parcel zoned R-1, Low Density Residential, bounded by Congress Street to the south, "M-1" zoned property to the west, Veterans Parks to the north, and "R-1" zoned properties to the east, and located at 271 E Congress – APN 0163-221-35

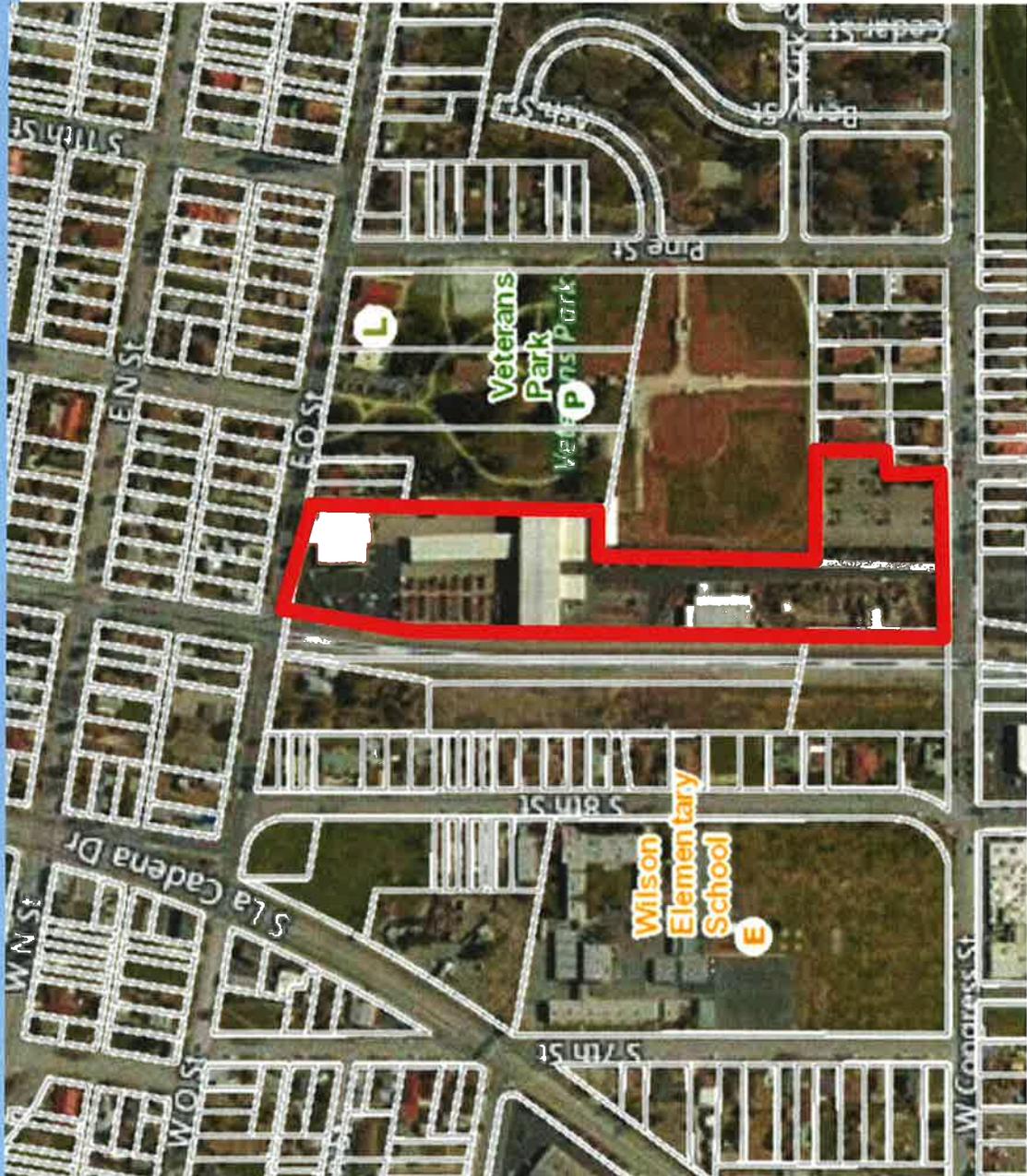


**PROPOSED GENERAL PLAN AMENDMENT & ZONE CHANGE  
 (PROPOSED TO BE CONSISTENT WITH EXISTING USE AS PUBLIC PARK PARKING LOT)  
 FROM: R-1/ LDR , LOW DENSITY RESIDENTIAL  
 TO: OS-R/ OS-R, OPEN SPACE-RECREATION**

June 2016

City of Colton, California  
 DAP-001-277 - General Plan Update Follow  
 Up & SDA-O Expansion

**Area 10- 234 East O Street & 271 East Congress St  
Aerial Photo (DAP-001-277)**



**DAP-001-277**  
**ATTACHMENT 5**

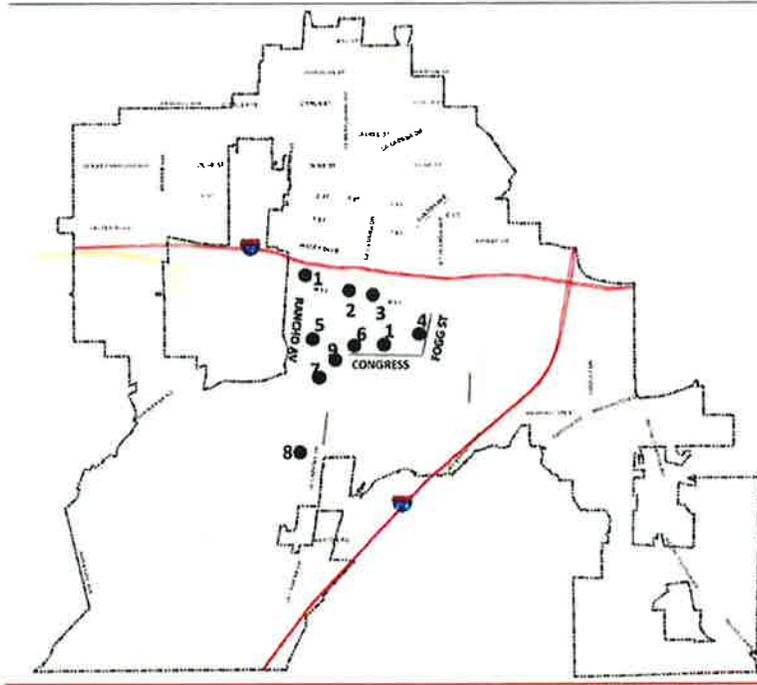


# Planning Commission Staff Report

City of Colton  
Development Services Department

- TYPE OF ACTION:** Recommendation to City Council
- MEETING DATE:** July 12, 2016
- FILE INDEX NUMBER:** DAP-001-277  
**GENERAL PLAN UPDATE FOLLOW-UP & SENSITIVE DEVELOPMENT AREA-OVERLAY ZONE CHANGE/TEXT AMENDMENT**
- APPLICANT:** City-initiated
- PROJECT DESCRIPTION:** Amendments to the Colton General Plan Land Use Element, Chapter 18 (Zoning) of the Colton Municipal Code, and the Official Zoning Map for:
- (a) – **SDA-O TEXT AMENDMENT:** amend the text of Title 18 (Zoning) of the Colton Municipal Code relating to the SDA-O, Sensitive Development Area Overlay zone.
  - (b) – **SDA-O EXPANSION:** place properties in Areas 1 through 7, as described below, within the SDA-O, Sensitive Development Area Overlay, zone with the underlying zones to remain unchanged as follows:
    - I-P, Industrial Park for parcels identified below as Areas 4 & 5.
    - M-1, Light Industrial for parcels identified below as Areas 1, 2, 6, & 7.
    - M-2, Heavy Industrial for parcels identified below as Area 3.
  - (c) – **GENERAL PLAN AMENDMENT/ZONE CHANGE:** change the General Plan land use designations and corresponding zoning classifications for parcels identified below as Areas 8 through 10, as follows:
    - Area 8a
      - 3 acres at the northeast part - from IP/I-P, Industrial Park to NC/C-1, Neighborhood Commercial
      - ~17 acre remaining part - from IP/I-P, Industrial Park to HDR/R-3/R-4, High Density/ Multiple-Family Residential
    - Area 8b – from IP/I-P, Industrial Park to HDR/R-3/R-4, High Density/ Multiple-Family Residential
    - Area 8c - from IP/I-P, Industrial Park to VLDR/ V-L, Very Low Density Residential
    - Area 8d – from IP/I-P, Industrial Park to RU/R-U, Railroad Utility
    - Area 9 – from LI/M-1, Light Industrial to GC/C-2, General Commercial

- Area 10a – from LI/M-1, SDA-O - Light Industrial, Sensitive Development Area-Overlay to MDR/R-2, Medium Density Residential
- Area 10b – from LDR/R-1, Low Density Residential to OS-R, Open Space-Recreation



**ACTIONS:**

**ENVIRONMENTAL DETERMINATION: Recommendation: Negative Declaration.**

**PUBLIC REVIEW PERIOD FOR CEQA INITIAL STUDY: 5/21/2016-6/13/2016**

**PUBLIC NOTICE: 7/2/2016**

**PLANNING COMMISSION: 7/12/2016; Recommendation to Council: \_\_\_\_\_.**

**CITY COUNCIL HEARING: 8/2/2016; Decision: \_\_\_\_\_.**

**BACKGROUND**

On August 20, 2013, the City Council considered and adopted comprehensive updates to the Land Use Element, Housing Element, and Circulation (“Mobility”) Element of the City of Colton General Plan. As part of its adoption of the General Plan Update, the City Council also adopted Resolution No. 69-13 (attached) providing direction to staff for future actions as a follow-up to the General Plan Update.

Since adoption of the General Plan Update and Resolution No. 69-13, some of these items, including the Hub City Specific Plan, Hillside Ordinance, and the Roquet Ranch Specific Plan have been initiated with some adopted by the City Council. This project implements the remaining item on Resolution No. 69-13 which is to consider changing the General Plan Land Use designation of three industrially-designated and zoned areas to other designations (identified as “General Plan Follow-Up”). A fourth area identified by Resolution No. 69-13 and located at 240 East Congress Street (Pico Rivera Pallet/ Largo Concrete)

identified as APN 0163-391-11 was not included in this project due to litigation and provisions of the Settlement Agreement.

This project also includes Amendments to the Official Zoning Map and the Zoning Code relating to the SDA-O, Sensitive Development Area Overlay. These amendment were considered as part of another Amendment (File Index No. DAP-001-184) with the following meetings held:

- May 13, 2014, Planning Commission Workshop
- July 24, 2014 Stakeholders Meeting
- September 23, 2014, Planning Commission Workshop
- November 19, 2014, Joint City Council and Planning Commission Meeting

At the Joint City Council and Planning Commission Meeting, staff was directed to:

1. initiate amending Chapter 18.30 of Title 18 of the Colton Municipal Code (identified as “SDA Text Amendment”).
2. Allow for a Master CUP process.
3. initiate a Zone Change to place additional properties in the SDA-O zone (identified as “SDA Expansion”) but to exclude expansion of the SDA-O zone to industrial areas north of the I-10 Freeway along Pennsylvania Avenue.

This General Plan Update/Zone Change includes the SDA Text Amendment & Expansion, with the necessary environmental analysis, including analysis of potential traffic impacts of the changes of zones.

## **DISCUSSION**

### **1. SDA-O Text Amendment**

Chapter 18.30 of the Colton Municipal Code contains regulations applicable to properties within the SDA-O, Sensitive Development Area Overlay, zone. The overlay zone is in addition to the underlying zone, which is M-1, Light Industrial, in most cases. Pursuant to Section 18.30.030, the approval by the Planning Commission of a conditional use permit (CUP) is required in the SDA-O zone prior to any development, which includes change of use.

Below are the proposed text changes to the Zoning Code proposed relating to the SDA-O zone with existing text to be deleted in strike through (~~text~~) and new proposed text in underline (text).

In summary, the changes clarify that the purpose of the SDA-O is to minimize impacts on residential areas, clarify the findings necessary to approve a CUP or deny a proposed use, and allow for a Master CUP approval so subsequent development/use proposals do not require CUP approval if consistent with the Master CUP approval.

## Chapter 18.30 SDA SENSITIVE DEVELOPMENT AREA OVERLAY ZONE

### 18.30.010 Intent and purpose.

The SDA Overlay Zone is intended to mitigate the impacts of industrial uses near or adjacent to residential neighborhoods. The SDA Overlay Zone allows the Planning Commission to review proposed industrial uses and impose conditions of approval to ensure compatibility between industrial and residential uses. ~~reduce flexibility in design and restrict Development of Parcels of land in certain areas of the City deemed to require sensitive Development standards.~~

**18.30.020 Map Designation.** This zone Shall be in the form of an Overlay Zone and Shall be established only in conjunction with another zone and Shall be Designated on the Official Zoning Map with the symbol SDA together with the underlying zone symbol, i.e., R-1/SDA.

### 18.30.030 Conditional Use Permit requirements.

- A. Plans for all Development in an SDA Zone Shall be submitted to the Commission for review and Approval under the Conditional Use Permit procedure.
- B. Plans for Development be submitted to the Commission May be proposed as a Master Conditional Use Permit whereby potential future land uses are identified within particular buildings and/or locations within a site or parcel. Subsequent Conditional Use Permits shall not be required for uses within particular buildings and/or locations as identified by an approved Master Conditional Use Permit.**
- C.B.** Before approving a proposed Development Project, the Commission Must find that the Following conditions are satisfied:
  - 1. That the proposed Development is in conformance with the goals, policies and land use designations ~~guidelines~~ in the General Plan for that area;
  - 2. That the proposed Development will not impose significant noise, traffic, air quality, aesthetic or other environmental impacts on adjacent or nearby residential neighborhoods that cannot be mitigated to a level of insignificance.
  - 3. That the proposed Development meets all requirements of this title for similar Developments Permitted by right.
- D.C.** In granting a Permit, the Commission May impose certain conditions that in its opinion will assist to safeguard the health, safety and Property values in that zone.
- E.D.** If the Commission so deems necessary, it May refuse to allow a Use which it considers incompatible with adjacent or nearby residential neighborhoods. ~~unfit for the area in question.~~

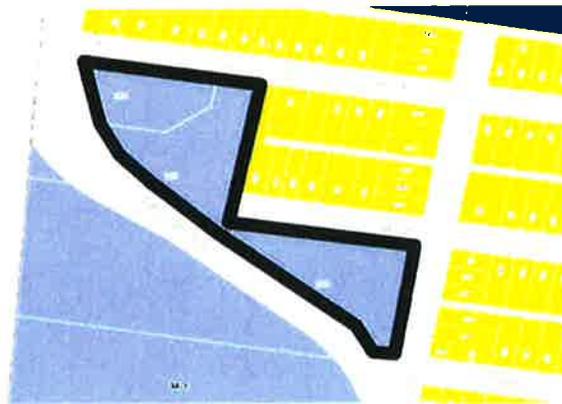
## 2. SDA-O Expansion

The project includes a Zone Change to place additional properties in the Sensitive Development Area Overlay, SDA-O, zone (identified as “SDA Expansion”) to implement Policy LU-1.9 of the General Plan (below).

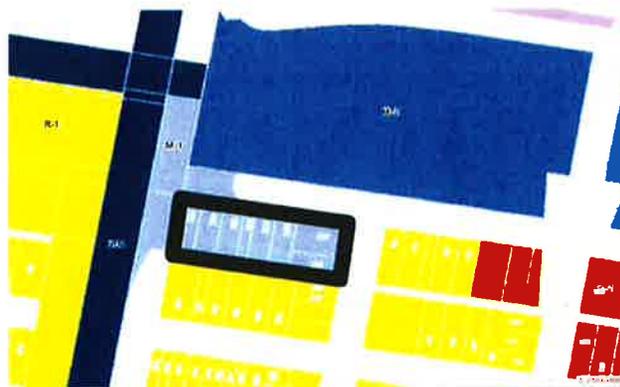
**General Plan – Land Use Element**  
Policy LU-1.9: “Apply a [Sensitive] Special Development Area Overlay [SDA-O] on industrially zoned properties that abut properties zoned for residential uses, and apply appropriate conditions through the discretionary review process to minimize impacts.”

The list of industrially-zoned parcels which abut properties zoned for residential uses (including across public alleys) to be placed with the SDA-O zone are listed below. The underlying zones, as indicated, to remain unchanged. The general location and vicinity of the parcels are depicted on Attachment 2.

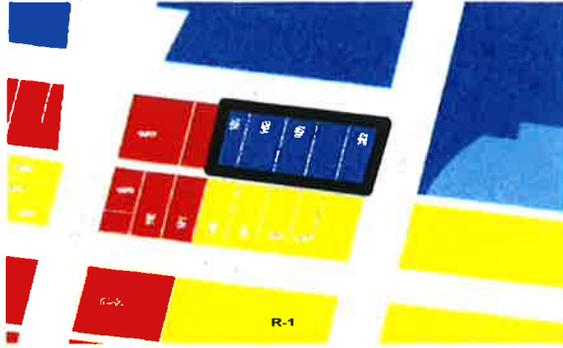
- 223,225,275 S Rancho Ave (3 parcels) – APN 0163-051-11, -27, & -30; underlying zone: M-1, Light Industrial – identified as “Area 1” on attached map exhibits.



- 105, 143 S 7<sup>th</sup> Street; 240,248,252,264,274,294 West K Street (8 parcels)- APN 0163-071-12,-13,-14,-15,-16,-17,-18,-19; underlying zone: M-1, Light Industrial - identified as “Area 2” on attached map exhibits.



- 134, 148, 162, ~174, 190 East K St (5 parcels) – APN 0163-081-12,-13,-14,-15,-16; underlying zone: M-2, Heavy Industrial – identified as “Area 3” on attached map exhibits.



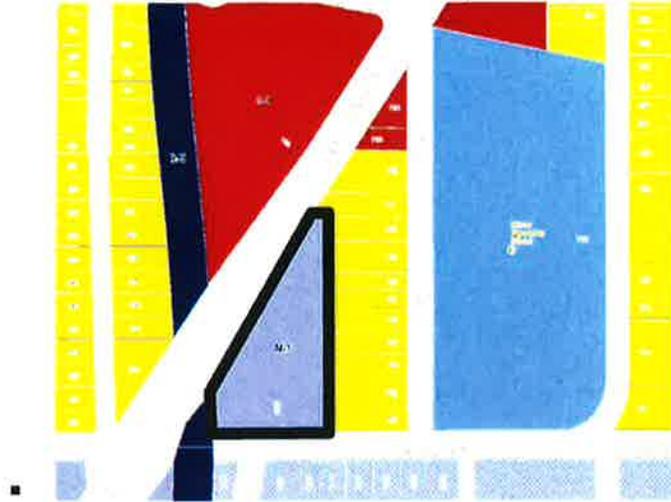
- 551,555 S Fogg St, ~402,452,454,502 S 12<sup>th</sup> St, 500 E M St- APN 0163-232-01,-02,-24; 0163-135-01,-03,-04; 0163-141-17(7 parcels); underlying zone: I-P, Industrial Park – identified as “Area 4” on attached map exhibit.



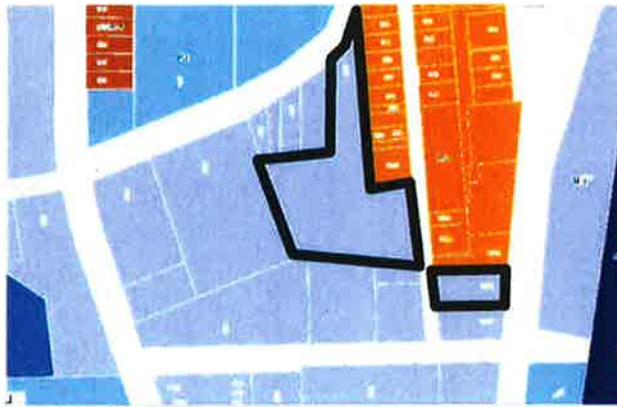
- 500, 620, 680 S Rancho Av; 510,555,565,575,585 W Birch St; ~550 Maple St –APN 0163-161-39,-45,-46,-47,-48,-49,-50,-65,-66 (9 parcels); underlying zone: I-P, Industrial Park – identified as “Area 5” on attached map exhibit.



- 309 W Congress St, APN 0163-202-21 (1 parcel); - underlying zone: M-1, Light Industrial – identified as “Area 6” on attached map exhibit.



- 430 W Agua Mansa, APN 0163-261-34 & ~1089 S La Cadena, APN 0163-271-25 (2 parcels); underlying zone: M-1, Light Industrial – identified as “Area 7” on attached map exhibit.



### **3. General Plan Update Follow-Up (Reclassification of Industrially-Zoned Properties)**

The following are the areas currently zoned and designated for industrial uses that are proposed for a change in General Plan land use designation and corresponding zone changed pursuant to Council direction (Resolution R-69-13).

#### **Area 8 - La Cadena Drive & Santa Ana River**

The subject area consists of land currently designated “Industrial Park” and bounded by the Santa Ana River to the north, La Cadena Drive to the east, Loma Verde residential tract to the south, and the Colton Landfill to the west. The total acreage is approximately 30 acres within 7 parcels.

Per Resolution R-69-13, the City Council directed staff to change the designation of this area from “Light Industrial” to “an appropriate land use district”. Due to the differences among the parcels, different designations are proposed for the various properties as discussed below.



**Area 8a: APN 0275-192-06 (~1601 S. La Cadena Drive)**

- Proposed: 3 acres at the northeast part - from IP/I-P, Industrial Park to NC/C-1, Neighborhood Commercial
- Proposed: ~17 acre remaining part - from IP/I-P, Industrial Park to HDR/R-3/R-4, High Density/ Multiple-Family Residential

The subject property is an approximately 20-acre lot bounded on the north by Tropicana Ranch (Tropico) Drive, La Cadena Drive to the east, the Loma Verde residential tract to the south and west. The lot is undeveloped and has a significant grade difference to the abutting residential properties to the south and west. The property slopes gradually to the north and is traversed by overhead utility lines, including transmission lines.

It was determined that either commercial or residential designations would be the most appropriate to replace the industrial designation per Council direction. Staff has determined that utilizing the entire 20 acre site for a large regional-oriented commercial use may not be appropriate due to its location away from regional access routes or higher concentrations of residential neighborhoods. Due to the large size of the property, it was determined that the lot could accommodate both designations. The majority of the property is recommended for residential uses with a smaller portion reserved for a “neighborhood commercial” shopping center that would complement the residential development.

Based on industry standard on the minimum size for a “neighborhood commercial” shopping center of 3 acres, the portion to be designated commercial is proposed at the

northeast part of the slot at the street intersection. It was determined that HDR - High Density Residential, 14.1 to 22.0 units per acre, would be appropriate for the remaining 17 acres since future development of this type could be accommodated by the property due to its large size.

Correspondence was received asking that the existing Light Industrial designation not be changed (Attachment 3). Among the comments was that the lot has constraints to limitations on building and uses underneath the overhead transmission lines, owned by Southern California Edison. Staff has determined that although Edison may have restrictions on the types of buildings and uses that are allowable underneath the transmission lines, these areas could still potentially be used to meet other R-3/R-4 zone standards, such as open space, parking, non-habitable structures, consistent with the proposed HDR designation.

Area 8b: APN 0275-192-07; 0163-361-14 & 15 (~1501 S. La Cadena Drive)

- Proposed: from IP/I-P, Industrial Park to HDR/R-3/R-4, High Density/ Multiple-Family Residential.

This area consists of three properties owned by the same property as Area 8a and immediately north of Area 8a, across the public street (Tropica Rancho Road) and bounded by the Santa Ana River to the north. The total area of the three parcels is 4.8 acres. The lots are irregularly shaped with about 2000 feet of street frontage along the Tropica Rancho Road and only about 170 feet along La Cadena, with a depth of only about 90 feet at the lot's narrowest point. To allow for most flexibility by allowing the broadest range of development types and be consistent with development on Area 8a, it was determined that the HDR - High Density Residential, 14.1 to 22.0 units per acre would be most appropriate.

Area 8c: APN 0275-192-03 (~11585 S Bostick (~1600 S Bostick)

- Proposed: from IP/I-P, Industrial Park to VLDR/ V-L, Very Low Density Residential

This property is a 4.54-acre lot occupied by a single-family home accessible via a street terminus on Bostick Avenue to the south. The Very Low Density Residential, 0.1 to 2 units per acre, designation is proposed to be consistent with the existing actual land use.

Area 8d: APN 0275-192-02 & -04 (~1701 S Bostick)

- Proposed: from IP/I-P, Industrial Park to RUC/R-U, Railroad Utility Corridor

This area consists of two undeveloped properties with a total acreage of .75 acres. The properties are partly underneath overhead transmission lines and are owned by Southern California Edison. The Railroad Utility Corridor designation is proposed to be consistent with other Edison property in the city.

Area 9 - 1070 S. La Cadena Drive (APN 0163-273-07)

Proposed: from LI/M-1, Light Industrial to GC/C-2, General Commercial



The subject property is a 3.96-acre lot located on the east side of La Cadena Drive between Fogg Street and the railroad overpass and bounded by the BNSF railroad line to the east. The lot has an irregular narrow shape with over 1200 feet of frontage along La Cadena Drive but a lot depth of only approximately 200 feet. An area about 270 feet wide at the center of the frontage along La Cadena Drive has been improved (paved) and contains a building last used by a drinking water company (Yosemite Water). The remainder of the parcel is unimproved.

Per Resolution R-69-13, the City Council directed staff to change the designation of this property from “Light Industrial” to a commercial designation appropriate for the site. Due to the possible constraints posed by the irregular lot shape, it was determined that the most appropriate zone would be the C-2, General Commercial zone to allow the broadest range of commercial activities. The C-2 zone provides the most flexibility by allowing certain uses such as auto repair and construction sales/service that are not allowed in other commercial zones.

Area 10

- 234 East O Street (APN 0163-221-39)  
from LI/M-1, SDA-O - Light Industrial, Sensitive Development Area-Overlay to MDR/R-2, Medium Density Residential
- 271 East Congress Drive (APN 0163-221-35)  
from LDR/R-1, Low Density Residential to OS-R, Open Space-Recreation

The subject property is a 7.1-acre property bounded by O Street to the north, Congress Drive to the south, Veterans Park to the east and the BNSF railroad line to the west. The lot has narrow irregular shape with a lot depth of approximately 1340 feet with street frontages of approximately 247 feet along O Street and 177 feet along Congress. The lot is improved with an existing manufacturing operation (Cutting Edge Supply).

Per Resolution R-69-13, the City Council directed staff to change the designation of this property from “Light Industrial” to an “appropriate residential land use designation.” Although the lot is surrounded by properties zoned R-1 (2.1 to 8 units per acre), it was determined that conventional R-1 development would not be viable due to the narrow shape of the lot could not accommodate the required lot depth and public street. Since the density of 14.1 to 22 units per acre allowed by the R-3 zone is significantly higher than that in the surrounding R-1 neighborhood, it was determined that the MDR/R-2, Medium Density Residential designation/zone (8.1 to 16 units per acre) would be more appropriate by allowing a broader range of types of developments.



The parcel facing Congress immediately to the east (at 271 East Congress Street) has been added to this project as a clean-up item. The parcel is owned by the City and is developed as a parking lot for the adjacent public park (Veterans Park). The proposed change from Low Density Residential to Open Space-Resource will bring the General Plan land use designation in conformity with the actual current land use.

### **ENVIRONMENTAL DETERMINATION**

Pursuant to the California Environmental Quality Act (CEQA), an Initial Study (attached) has been prepared to assess environmental impacts for the proposed project. A Traffic Impact Sensitivity Assessment (attached) was prepared to analyze impacts from the land use designation changes part of the General Plan FollowUp. The Assessment found that although the traffic generated by the changes would increase, the number of trips during peak congestion periods would actually decrease and, therefore, the project would have no significant traffic impacts. Based on this, the Initial Study determined that the project would not create any significant adverse impacts on the environment and therefore a Negative Declaration (attached) was prepared for the project.

**RECOMMENDATION**

Staff recommends that the Planning Commission recommend to the City Council approval of the project by adopting the following:

1. **RESOLUTION NO. 21-16. A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF COLTON RECOMMENDING THAT THE CITY COUNCIL OF THE CITY OF COLTON AMEND THE COLTON MUNICIPAL CODE AND THE OFFICIAL ZONING MAP FOR THE RECLASSIFICATION OF THREE INDUSTRIALLY ZONED AREAS TO OTHER ZONES, AND THE AMENDMENT OF CHAPTER 18.30 OF TITLE 18 (ZONING) OF THE COLTON MUNICIPAL CODE, PERTAINING TO THE SDA-O, SENSITIVE DEVELOPMENT AREA OVERLAY, ZONE, AND APPLYING THE SDA-O ZONE TO CERTAIN PROPERTIES AND ADOPT A NEGATIVE DECLARATION. (FILE INDEX NO. DAP-001-277)**
  
2. **RESOLUTION NO. R-22-16. A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF COLTON RECOMMENDING THAT THE CITY COUNCIL OF THE CITY OF COLTON APPROVE A GENERAL PLAN AMENDMENT TO CHANGE THE LAND USE DESIGNATIONS ON THE LAND USE PLAN FOR PROPERTIES LOCATED AT 1070 S. LA CADENA DRIVE; 234 EAST O STREET & 271 EAST CONGRESS DRIVE; AND THOSE PARCELS CURRENTLY DESIGNATED "INDUSTRIAL PARK" AND BOUNDED BY THE SANTA ANA RIVER TO THE NORTH, LA CADENA DRIVE TO THE EAST, LOMA VERDE RESIDENTIAL TRACT TO THE SOUTH, AND THE COLTON LANDFILL TO THE WEST. (FILE INDEX NO. DAP-001-277)**

Prepared by:   
Jay Jarrin, AICP, Senior Planner

Approved by:   
Mark R. Tomich, AICP, Director

**ATTACHMENTS**

1. City Council Resolution No. 69-13 (for reference)
2. Map Exhibits & Aerial Photographs – for each Area
3. Correspondence Received:
  - a. Letter from Ron Kemper regarding property owned by Highland Service Corporation (Areas 8a & 8b), received June 9, 2016.
  - b. Email from David Mlynarski, Transtech with letter from Patrick O'Brien regarding property owned by Highland Service Corporation (Areas 8a & 8b), received July 6, 2016
4. Draft Planning Commission Resolution No. R-21-16
5. Draft Planning Commission Resolution No. R-22-16
6. CEQA Initial Study and Negative Declaration- DAP-001-177, June 1, 2016
7. Traffic Impact Sensitivity Assessment, Minagar & Associates, January 26, 2016

###



CITY OF COLTON  
PLANNING COMMISSION AGENDA MINUTES  
REGULAR MEETING – Tuesday, July 26, 2016– 5:30 P.M.

**A. CALL TO ORDER at 5:30p.m.**

**B. ROLL CALL**

Commissioners Present:

Chair Prieto

Vice Chair Thomas Archuleta

Gilbert Arrieta

Angel Delgado

Rosa Granado-Dominguez- left meeting at 8:15 p.m. (excused)

Gary Grossich

Kirk Larson

Commissioners Absent:

None

City Staff:

Marco Martinez, City Attorney

Mark Tomich, Development Services Director

Mario Suarez, Senior Planner

Jay Jarrin, Senior Planner

Steve Gonzales, Associate Planner

**C. PLEDGE OF ALLEGIANCE**

Chair Prieto led the pledge of allegiance.

**D. APPROVAL OF MEETING MINUTES**

1. June 28, 2016 Planning Commission Meeting Minutes.

Motion and second by Commissioner Archuleta/Commissioner Delgado 7 to 0 to approve.  
Roll call vote as follows: Ayes- Commissioner Archuleta, Commissioner Arrieta,  
Commissioner Delgado, Commissioner Grando-Dominguez, Commissioner Grossich,  
Chair Prieto and Commissioner Larson. Noes- none.

**E. PUBLIC COMMENTS**

None.

**F. BUSINESS ITEMS:**

None.

**G. COMMISSION CONSIDERATION**

**1. 60 Day Status Report for 1235 S Lincoln St. - Pallet Use- City Council Resolution R-35-16 and R-36-16.**

**PRESENTED BY:** Mario Suarez, Senior Planner

**PUBLIC COMMENTS:**

- David Starr, property owner/applicant.

**STAFF RECOMMENDATION**

The Planning Commission may choose one of the following options:

- (a) Direct staff to schedule a modification/revocation hearing of the Conditional Use Permit if the following are not completed by the property owner by August 12, 2016:
- Submit Plans for construction of an eight-foot high block wall and wrought Iron fencing gates;
  - Complete the block wall, trash enclosure, landscape/irrigation improvements along the front, rear, and south side of the property;
  - Any modification of block wall installation along the north property line will require a new public hearing which may include review of all conditions of approval by the Planning Commission.

Or

- (b) The applicant may initiate a request for modification of entitlement to extend the deadline to November 12, 2016 for completion of all improvements required by the conditions of approval.

**Consensus of Commission:**

No modifications to CUP requirements or time frames at this time. Status report by staff on August 9, 2016.

**H. PUBLIC HEARINGS:**

**1. FILE INDEX NUMBER: DAP-001-175 - VERIZON @ TROJAN SELF STORAGE**

**APPLICANT:** Verizon Wireless  
Maree Hoeger, Core Development Services

**PROPERTY OWNER:** TROJAN STORAGE OF COLTON, LLC

**PROPERTY LOCATION:** 2137 East Steele Road

Chair acknowledged Council Member Gonzalez in attendance.

**ASSESSOR'S PARCEL NUMBER:** 0164-311-35 & 36-0000

**PRESENTED BY:** Jay, Jarrin, Senior Planner

**PUBLIC COMMENTS:**

- Christine Fong, representing applicant.

**REQUEST:** (1) **Architectural & Site Plan Review** for a proposed wireless telecommunication facility, which includes a 72-foot high antennae tower stealthed as a faux eucalyptus tree, outdoor equipment enclosure, and related site modifications, with a preliminary future address of 2145 East Steel Road and (2) **Variances** relating to regulations regarding antenna towers with more than one spire and landscaping around the facility perimeter, on the site of an existing self-storage facility located at 2137 East Steele Road on a 1.6-acre site consisting of two parcels, including a city-owned parcel, zoned M-1, Light Industrial.

**ENVIRONMENTAL DETERMINATION:** Categorical Exemption. Class 32. Pursuant to CEQA Guidelines Section 15332 - In-Fill Development Projects. This section pertains to in-fill development consistent with the city general plan and zoning that would not result in any significant effects relating to traffic, noise, air quality, or water quality and can be adequately served by required public utilities and services on sites of no more than five acres, substantially surrounded by urban uses, which has no value as habitat for endangered, rare, or threatened species.

**STAFF RECOMMENDATION:** Adoption of the draft Resolution No. R-12-16 titled:

**RESOLUTION NO. R-12-16: A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF COLTON APPROVING AN ARCHITECTURAL & SITE PLAN REVIEW FOR A PROPOSED WIRELESS TELECOMMUNICATION FACILITY, WHICH INCLUDES A 72-FOOT HIGH ANTENNAE TOWER STEALTHED AS A FAUX EUCALYPTUS TREE, OUTDOOR EQUIPMENT ENCLOSURE, AND RELATED SITE MODIFICATIONS, WITH A PRELIMINARY FUTURE ADDRESS OF 2145 EAST STEEL ROAD AND VARIANCES RELATING TO REGULATIONS REGARDING ANTENNA TOWERS WITH MORE THAN ONE SPIRE AND LANDSCAPING AROUND THE FACILITY PERIMETER, ON THE SITE OF AN EXISTING SELF-STORAGE FACILITY LOCATED AT 2137 EAST STEELE ROAD ON A 1.6-ACRE SITE CONSISTING OF TWO PARCELS, INCLUDING A CITY-OWNED PARCEL, ZONED M-1, LIGHT INDUSTRIAL. (FILE INDEX NO. DAP-001-175A & 175B).**

Motion and second by Commissioner Larson/ Commissioner Archuleta 7 to 0 to approve. Roll call vote as follows: Ayes-Commissioners Archuleta, Commissioner Arrieta, Commissioner Delgado, Commissioner Granado-Dominguez, Commissioner Grossich, Commissioner Larson, and Chair Prieto. Noes- None.

**2. FILE INDEX NUMBER: DAP-001-304**  
**Modarresi Auto Center Modification**

**PROPERTY OWNER:** MODARRESI FAMILY TRUST 3-17-02

**APPLICANT:** Mike Modarresi, property owner

**PROPERTY LOCATION:** 1315 & 1321 North Mount Vernon Avenue

**ASSESSOR PARCEL NUMBER:** 0161-124-30 & 31

**PRESENTED BY:** Jay Jarrin, Senior Planner

**PUBLIC COMMENTS:**

- Mike Modarresi, applicant.

**REQUEST: (1) Major Modification of Architectural & Site Plan Review/Conditional Use Permit** (Reference: File Index No. DAP-000-900 & DAP-000-958) for site and elevation modifications; and **(2) Modification of Sign Program** (Reference: File Index No. DAP-001-050) related to a proposed reduction of the size of the building addition shown on the original approval of a partially completed multiple-tenant automotive repair project on a site on two properties located at 1315 & 1321 North Mount Vernon Avenue and zoned C-1, Neighborhood Commercial.

**ENVIRONMENTAL DETERMINATION:** Categorical Exemption. Pursuant to CEQA Guidelines Section 15301 – Existing Facilities. This section pertains to existing facilities, categorically exempting from CEQA proposed projects that involve negligible or no expansion beyond what currently exists at the time of environmental determination.

**STAFF RECOMMENDATION:** Staff recommends that the Planning Commission adopt PC Resolution No. R-24-16 approving DAP-001-304 for a Major Modification of DAP-000-900/958, subject to the original conditions imposed by PC Resolution 07-10 with the following changes:

- Planning Condition No. 5 (Page 3). Amend to replace ‘Design Review Committee’ with ‘Planning Commission’ as the Committee has been disbanded.
- Planning Condition No. 11 (Page 3). Amend to refer to revised plans and sign program.
- Expiration Condition No.1 (Page 8). Amend to allow for extensions, subject to approval by the Planning Commission.

Motion and second by Commissioner Larson/ Commissioner Arrieta 7 to 0 to approve. Roll call vote as follows: Ayes-Commissioners Archuleta, Commissioner Arrieta, Commissioner Delgado, Commissioner Granado-Dominguez, Commissioner Grossich, Commissioner Larson, and Chair Prieto. Noes- None.

**3. FILE INDEX NUMBER: DAP-001-311 Choppers Tacos**

**PROPERTY OWNER:** Charlotte E. Llamas

**APPLICANT:** David Salem, Choppers Tacos

**PROPERTY LOCATION:** 479 S. La Cadena Drive

**ASSESSOR PARCEL NUMBER:** 0163-114-25

**PRESENTED BY:** Mario Suarez, Senior Planner

**PUBLIC COMMENTS:**

- David Salem, applicant.
- John Anaya, Sr.

**REQUEST: Conditional Use Permit** to allow On-Sale General alcohol sales (Type 41) ABC Beer and Wine License for a proposed 1,422 square foot sit-down restaurant and a **Determination of Public Convenience and Necessity (PCN)** located on property measuring 7,840 square feet in the C-2 (General Commercial) Zone.

**ENVIRONMENTAL DETERMINATION:** Categorical Exemption. Pursuant to CEQA Guidelines Section 15301 – Existing Facilities. This section pertains to existing facilities, categorically exempting from CEQA proposed projects that involve negligible or no expansion beyond what currently exists at the time of environmental determination.

**STAFF RECOMMENDATION:** Staff recommends that the Planning Commission adopt PC Resolution No. R-23-16 approving DAP-001-311, subject to conditions imposed by PC Resolution R-23-16 titled below:

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF COLTON APPROVING A CONDITIONAL USE PERMIT (CUP) TO ALLOW ON-SALE GENERAL ALCOHOL SALES (TYPE 41) ABC LIQUOR LICENSE AND A DETERMINATION OF PUBLIC CONVENIENCE AND NECESSITY (PCN) FOR AN EXISTING 1,422 SQUARE FOOT SIT-DOWN RESTAURANT ON PROPERTY MEASURING APPROXIMATELY 7,840 SQUARE FEET LOCATED IN THE C-2 (GENERAL COMMERCIAL) ZONE.**

Motion and second by Commissioner Arrieta/ Commissioner Granado-Dominguez 6 to 0 to approve. Roll call vote as follows: Ayes-Commissioners Archuleta, Commissioner Arrieta, Commissioner Granado-Dominguez, Commissioner Grossich, Commissioner Larson, and Chair Prieto. Noes- None. Commissioner Delgado recused himself due to property ownership near project site.

**4. FILE INDEX NUMBER: DAP-001-316 Large Child Care Center**

**PROPERTY OWNER:** Ana B. Hernandez

**APPLICANT:** Ana B. Hernandez

**PROPERTY LOCATION:** 928 Award Drive

**ASSESSOR PARCEL NUMBER:** 0164-113-14

**PRESENTED BY:** Mario Suarez, Senior Planner

**PUBLIC COMMENTS:**

- Kimberly Hernandez, applicant.
- John Anaya, Sr.

**REQUEST: Conditional Use Permit** to allow a large child care center allowing up to 14 children to be cared for in an existing single family home on property within the R-1 (Low Density Residential) Zone measuring approximately 3,920 square feet in area.

**ENVIRONMENTAL DETERMINATION:** Categorical Exemption. Pursuant to CEQA Guidelines Section 15301 – Existing Facilities. This section pertains to existing facilities, categorically exempting from CEQA proposed projects that involve negligible or no expansion beyond what currently exists at the time of environmental determination.

**STAFF RECOMMENDATION:** Staff recommends that the Planning Commission adopt PC Resolution No. R-25-16 approving DAP-001-316, subject to conditions imposed by PC Resolution R-25-16 titled below:

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF COLTON APPROVING A CONDITIONAL USE PERMIT (CUP) TO ALLOW A LARGE CHILD CARE CENTER ALLOWING UP TO 14 CHILDREN TO BE CARED FOR IN AN EXISTING SINGLE FAMILY HOME ON PROPERTY MEASURING APPROXIMATELY 3,920 SQUARE FEET LOCATED IN THE R-1 (LOW DENSITY RESIDENTIAL) ZONE.**

Motion and second by Commissioner Larson/ Commissioner Arrieta 7 to 0 to approve. Roll call vote as follows: Ayes-Commissioners Archuleta, Commissioner Arrieta, Commissioner Delgado, Commissioner Granado-Dominguez, Commissioner Grossich, Commissioner Larson, and Chair Prieto. Noes- None.

**5. FILE INDEX NUMBER: DAP-001-277 GENERAL PLAN UPDATE FOLLOW-UP & SDA-O ZONE CHANGE & TEXT AMENDMENT**

**PROPERTY LOCATION: VARIOUS**

- Area 1 – 223,225,275 S Rancho Ave (3 parcels) – APN 0163-051-11, -27, & -30
- Area 2 – 105, 143 S 7<sup>th</sup> Street; 240,248,252,264,274,294 West K Street (8 parcels)- APN 0163-071-12,-13,-14,-15,-16,-17,-18,-19

- Area 3 – 134, 148, 162, ~174, 190 East K St (5 parcels) – APN 0163-081-12,-13,-14,-15,-16
- Area 4 – 551,555 S Fogg St, ~402,452,454,502 S 12<sup>th</sup> St, 500 E M St- APN 0163-232-01,-02,-24; 0163-135-01,-03,-04; 0163-141-17(7 parcels)
- Area 5 – 500, 620, 680 S Rancho Av; 510,555,565,575,585 W Birch St; ~550 Maple St –APN 0163-161-39,-45,-46,-47,-48,-49,-50,-65,-66 (9 parcels)
- Area 6 – 309 W Congress St, APN 0163-202-21 (1 parcel)
- Area 7 – 430 W Agua Mansa, APN 0163-261-34 & ~1089 S La Cadena, APN 0163-271-25 (2 parcels)
- Area 8 –generally located at the southwest corner of La Cadena Drive & Santa Ana River (7 parcels):
  - 8a- APN 0275-192-06 (~1601 S La Cadena) - southwest corner of La Cadena Drive & Tropico Ranch Rd
  - 8b –three parcels between Tropico Ranch Rd & Santa Ana River – APN 0275-192-07 & 0163-361-14 & 15 (~1501 S La Cadena Dr)
  - 8c –(2 parcels) ~11585 S Bostick (~1600 S Bostick) –APN 0275-192-03
  - 8d (2 parcels)- APN 0275-192-02, -04 (~1701 S Bostick)
- Area 9 – 1070 S La Cadena Drive - APN 0163-273-07 (1 parcel)
- Area 10 (2 parcels)–
  - 10a: 234 E O Street - APN 0163-221-39
  - 10b: 271 E Congress – APN 0163-221-35

**PROJECT DESCRIPTION:** City-initiated amendments to Colton General Plan Land Use Element, Chapter 18 (Zoning) of the Colton Municipal Code, and the Official Zoning Map to implement City Council Resolution No. R-69-13 as follows:

- (a) – **SDA-O TEXT AMENDMENT:** amend the text of the Municipal Code relating to the SDA-O, Sensitive Development Area Overlay zone;
- (b) – **SDA-O ZONE CHANGE:** place properties in Areas 1 through 7, as described above, within the SDA-O, Sensitive Development Area Overlay zone with the underlying zones to remain unchanged as follows:
  - M-2, Heavy Industrial for parcels identified above in Area 3.
  - I-P, Industrial Park for parcels identified above in Areas 4 & 5 ,
  - M-1, Light Industrial for parcels identified above in Areas 1, 2, 6, & 7.
- (c) – **GENERAL PLAN AMENDMENT/ZONE CHANGE:** change the General Plan land use designations and corresponding zoning classifications for parcels identified below as Areas 8 through 10, as follows:
  - Area 8a
    - 3 acres at the northeast part - from IP/I-P, Industrial Park to NC/C-1, Neighborhood Commercial
    - ~17 acre remaining part - from IP/I-P, Industrial Park to HDR/R-3/R-4, High Density/ Multiple-Family Residential
  - Area 8b – from IP/I-P, Industrial Park to HDR/R-3/R-4, High Density/ Multiple-Family Residential

- Area 8c - from IP/I-P, Industrial Park to VLDR/ V-L, Very Low Density Residential
- Area 8d – from IP/I-P, Industrial Park to RU/R-U, Railroad Utility
- Area 9 – from LI/M-1, Light Industrial to GC/C-2, General Commercial
- Area 10a – from LI/M-1, SDA-O - Light Industrial, Sensitive Development Area-Overlay to MDR/R-2, Medium Density Residential
- Area 10b – from LDR/R-1, Low Density Residential to OS-R, Open Space-Recreation

**ENVIRONMENTAL ASSESSMENT:** Negative Declaration. A draft Initial Study has been prepared to assess environmental impacts for the proposed project. The draft Initial Study determined that the project would not create any significant adverse impacts on the environment and therefore a Negative Declaration was prepared for the project.

**STAFF RECOMMENDATION:** Planning Commission recommend to the City Council approval of the project.

**PRESENTED BY:** Jay Jarrin, Senior Planner

**PUBLIC COMMENTS:**

- Tony Vilches
- James Lopez
- Dennis Palacios
- Ron Kemper
- Chris Crawford

**Property Location Areas 1, 2, 3, 4, 5, 7, and 8.**

Motion and second by Commissioner Larson/Commissioner Arrieta (6 to 0 to approve) Resolution No. R-21-16 recommending approval of proposed zone changes for Areas 1 (with recorded 4-2 vote: Commissioner Grossich and Larson voting “ no”), 2, 3, 4, and 7, excluding the proposed zone change for Area 5 and 8; and Resolution No. R-22-16 recommending excluding Area 8 from the proposed change to General Plan land use designations. Commissioner Granado- Dominguez absent from vote.

**RESOLUTION NO. 21-16. A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF COLTON RECOMMENDING THAT THE CITY COUNCIL OF THE CITY OF COLTON AMEND THE COLTON MUNICIPAL CODE TO AMEND OF CHAPTER 18.30 OF TITLE 18 (ZONING) OF THE COLTON MUNICIPAL CODE, PERTAINING TO THE SDA-O, SENSITIVE DEVELOPMENT AREA OVERLAY, ZONE, AND THE ZONING MAP TO APPLY THE SDA-O ZONE TO CERTAIN PROPERTIES AND REZONE THREE INDUSTRIALLY ZONED AREAS TO OTHER ZONES, AND ADOPT A NEGATIVE DECLARATION. (FILE INDEX NO. DAP-001-277)**

**RESOLUTION NO. 22-16. A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF COLTON RELATING TO A**

**RECOMMENDATION TO THE CITY COUNCIL OF THE CITY OF COLTON OF A GENERAL PLAN AMENDMENT TO CHANGE THE LAND USE DESIGNATIONS ON THE LAND USE PLAN FOR THOSE PARCELS CURRENTLY DESIGNATED "INDUSTRIAL PARK" AND BOUNDED BY THE SANTA ANA RIVER TO THE NORTH, LA CADENA DRIVE TO THE EAST, LOMA VERDE RESIDENTIAL TRACT TO THE SOUTH, AND THE COLTON LANDFILL TO THE WEST. (FILE INDEX NO. DAP-001-277)**

**Property location areas 6, 9 and 10.** Commissioner Grossich and Delgado recused themselves from the vote due to potential conflict of interest.

Motion and second by Commissioner Archuelta/Commissioner Larson (4 to 0) to adopt the following resolutions to approve Zone Change Resolution No. R-26-16 recommending approval of the proposed change of zone for Areas 6, 9, and 10b (excluding the proposed change to Area 10a); and Resolution No. R-27-16 recommending approval of the proposed change to General Plan land use designation for Area 9 and 10b (excluding the proposed change to Area 10a); Commissioner Granado-Dominguez absent from vote.

**RESOLUTION NO. 26-16. A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF COLTON RECOMMENDING THAT THE CITY COUNCIL OF THE CITY OF COLTON RELATING TO AMENDING THE ZONING MAP TO APPLY THE SDA-O ZONE TO A M-1 ZONED PROPERTY LOCATED AT 309 WEST CONGRESS STREET, AND REZONE THREE INDUSTRIALLY ZONED AREAS TO OTHER ZONES. (FILE INDEX NO. DAP-001-277)**

**RESOLUTION NO. 27-16. A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF COLTON RELATING TO A RECOMMENDATION TO THE CITY COUNCIL OF THE CITY OF COLTON OF A GENERAL PLAN AMENDMENT TO CHANGE THE LAND USE DESIGNATIONS ON THE LAND USE PLAN FOR THOSE PARCELS LOCATED AT 1070 S. LA CADENA DRIVE; 234 EAST O STREET & 271 EAST CONGRESS DRIVE. (FILE INDEX NO. DAP-001-277)**

**I. DIRECTOR'S REMARKS/ REVIEW OF CITY COUNCIL AGENDAS**

- Update on Minor Conditional Use Permit approval process.
- Update on Downtown Development Code and Design Manual approval process.

**J. COMMISSION COMMENTS:**

Thanks to staff, residents and colleagues for lots of research and for attending.

**K. ADJOURNMENT**

Motion and second by Commissioner Arrieta / Commissioner Grossich to adjourn the meeting at 10:32 p.m.

Approved by: \_\_\_\_\_  
Mark Tomich, AICP

**DAP-001-277**  
**ATTACHMENT 6**

**CITY OF COLTON  
INITIAL STUDY FOR:**

***GENERAL PLAN UPDATE FOLLOW-UP &  
SDA-O ZONE CHANGE & TEXT  
AMENDMENT***

**DATE:**  
May 2016

**PREPARED FOR:**

City of Colton

**PREPARED BY:**

City of Colton

**CEQA INITIAL STUDY**  
**GENERAL PLAN UPDATE & SDA-O ZONE CHANGE/TEXT AMENDMENT – MAY 2016**

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The California Environmental Quality Act (CEQA) requires the preparation of an Initial Study when a proposal must obtain discretionary approval from a governmental agency and is not exempt from CEQA. The purpose of the Initial Study is to determine whether or not a proposal, not exempt from CEQA, qualifies for a Negative Declaration or whether or not an Environmental Impact Report (EIR) must be prepared.

1. **Project Title:** General Plan Update Follow-Up & SDA-O Zone Change & Text Amendment (File Index No. DAP-001-277)
  
2. **Lead Agency Name:** City of Colton  
**Address:** 659 N. La Cadena Dr.  
Colton, CA 92324  
Tel: 909-370-5079
  
3. **Contact Person:** Mark Tomich, Development Services Director  
**Phone Number:** (909) 370-5185; mtomich@colton.gov
  
4. **Property Location:** VARIOUS (refer to attached maps with locations)
  - Area 1 – 223,225,275 S Rancho Ave (3 parcels) – APN 0163-051-11, -27, & -30
  - Area 2 – 105, 143 S 7<sup>th</sup> Street; 240,248,252,264,274,294 West K Street (8 parcels)- APN 0163-071-12,-13,-14,-15,-16,-17,-18,-19
  - Area 3 – 134, 148, 162, ~174, 190 East K St (5 parcels) – APN 0163-081-12,-13,-14,-15,-16
  - Area 4 – 551,555 S Fogg St, ~402,452,454,502 S 12<sup>th</sup> St, 500 E M St- APN 0163-232-01,-02,-24; 0163-135-01,-03,-04; 0163-141-17(7 parcels)
  - Area 5 – 500, 620, 680 S Rancho Av; 510,555,565,575,585 W Birch St; ~550 Maple St – APN 0163-161-39,-45,-46,-47,-48,-49,-50,-65,-66 (9 parcels)
  - Area 6 – 309 W Congress St, APN 0163-202-21 (1 parcel)
  - Area 7 – 430 W Agua Mansa, APN 0163-261-34 & ~1089 S La Cadena, APN 0163-271-25 (2 parcels)
  - Area 8 –generally located at the southwest corner of La Cadena Drive & Santa Ana River (7 parcels):
    - 8a- (1 parcel) 3 acre portion of the parcel APN 0275-192-06 (~1601 S La Cadena)
    - 8b – (3 parcels) ~17-acre remainder portion of the parcel APN 0275-192-06 (~1601 S La Cadena) & three parcels between Tropicana Ranch Rd & Santa Ana River – APN 0275-192-07 & 0163-361-14 & 15 (~1501 S La Cadena Dr)
    - 8c –(2 parcels) ~11585 S Bostick (~1600 S Bostick) –APN 0275-192-03
    - 8d (2 parcels)- APN 0275-192-02, -04 (~1701 S Bostick)
  - Area 9 – 1070 S La Cadena Drive - APN 0163-273-07 (1 parcel)
  - Area 10 (2 parcels)–
    - 10a: 234 E O Street - APN 0163-221-39
    - 10b: 271 E Congress – APN 0163-221-35

**CEQA INITIAL STUDY  
GENERAL PLAN UPDATE & SDA-O ZONE CHANGE/TEXT AMENDMENT – MAY 2016**

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5. **Project Sponsor/Applicant:** City of Colton (909) 370-5079  
**Address:** 659 N. La Cadena  
Colton, CA 92324
6. **General Plan Designation:** See Projection Description
7. **Description of Project:** To implement City Council Direction contained in Resolution No. R-69-13, including: City-initiated amendments to Colton General Plan Land Use Element, Chapter 18 (Zoning) of the Colton Municipal Code, and the Official Zoning Map to  
**(a) – SDA-O TEXT AMENDMENT:** amend the text of the Municipal Code relating to the SDA-O, Sensitive Development Area Overlay zone;  
**(b) – SDA-O ZONE CHANGE:** place properties in Areas 1 through 7, as described above, within the SDA-O, Sensitive Development Area Overlay zone with the underlying zones to remain unchanged as follows:
- M-2, Heavy Industrial for parcels identified above in Area 3.
  - I-P, Industrial Park for parcels identified above in Areas 4 & 5 ,
  - M-1, Light Industrial for parcels identified above in Areas 1, 2, 6, & 7.
- (c) – GENERAL PLAN AMENDMENT/ZONE CHANGE:** change the general plan land use designation and corresponding zoning classification for parcels identified above in Areas 8 through 10, as follows:
- Area 8a –HDR/R-3/R-4, High Density/ Multiple-Family Residential (from IP/I-P, Industrial Park)
  - Area 8b - from IP/I-P, Industrial Park to NC/C-1, Neighborhood Commercial
  - Area 8c - from IP/I-P, Industrial Park to VLDR/ V-L, Very Low Density Residential
  - Area 8d – from IP/I-P, Industrial Park to RU/R-U, Railroad Utility
  - Area 9 – from LI/M-1, Light Industrial to GC/C-2, General Commercial
  - Area 10a – from LI/M-1, SDA-O - Light Industrial, Sensitive Development Area-Overlay to MDR/R-2, Medium Density Residential
  - Area 10b – from LDR/R-1, Low Density Residential to OS-R, Open Space-Recreation
8. **Surrounding Land Uses and Setting:** The project areas are surrounded by various land uses including residential, commercial, and industrial uses. The project is not proposing any construction at this time.
9. **Other agencies whose approval is required (e.g., permits, finance approval, or participation agreement):**
- City of Colton Planning Commission.
  - City of Colton City Council

**CEQA INITIAL STUDY  
GENERAL PLAN UPDATE & SDA-O ZONE CHANGE/TEXT AMENDMENT – MAY 2016**

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**EVALUATION FORMAT**

This initial study is prepared in compliance with the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21000, et seq. and the State CEQA Guidelines (California Code of Regulations Section 15000, et seq.). Specifically, the preparation of an Initial Study is guided by Section 15063 of the State CEQA Guidelines. This format of the study is presented as follows. The project is evaluated based upon its effect on eighteen (18) major categories of environmental factors. Each factor is reviewed by responding to a series of questions regarding the impact of the project on each element of the overall factor. The Initial Study Checklist provides a formatted analysis that provides a determination of the effect of the project on the factor and its elements. The effect of the project is categorized into one of the following four categories of possible determinations:

Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less than Significant	No Impact
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Substantiation is then provided to justify each determination. One of the four following conclusions is then provided as a summary of the analysis for each of the major environmental factors.

1. **No Impact:** No impacts are identified or anticipated and no mitigation measures are required.
2. **Less than Significant:** No significant adverse impacts are identified or anticipated and no mitigation measures are required.
3. **Less than Significant Impact with Mitigation Incorporated:** Possible significant adverse impacts have been identified or anticipated and the following mitigation measures are required as a condition of project approval to reduce these impacts to a level below significant. The required mitigation measures are: (List of mitigation measures)
4. **Potentially Significant Impact:** Significant adverse impacts have been identified or anticipated. An Environmental Impact Report (EIR) is required to evaluate these impacts, which are (List of the impacts requiring analysis within the EIR).

At the end of the analysis the required mitigation measures are restated and categorized as being either self- monitoring or as requiring a Mitigation Monitoring and Reporting Program.

**CEQA INITIAL STUDY  
GENERAL PLAN UPDATE & SDA-O ZONE CHANGE/TEXT AMENDMENT – MAY 2016**

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**ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:**

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a “Potentially Significant Impact” as indicated by the checklist on the following pages.

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Aesthetics                    | <input type="checkbox"/> Agriculture and Forestry Resources | <input type="checkbox"/> Air Quality              |
| <input type="checkbox"/> Biological Resources          | <input type="checkbox"/> Cultural Resources                 | <input type="checkbox"/> Geology / Soils          |
| <input type="checkbox"/> Hazards & Hazardous Materials | <input type="checkbox"/> Hydrology / Water Quality          | <input type="checkbox"/> Land Use / Planning      |
| <input type="checkbox"/> Greenhouse Gas Emissions      | <input type="checkbox"/> Noise                              | <input type="checkbox"/> Population / Housing     |
| <input type="checkbox"/> Mineral Resources             | <input type="checkbox"/> Recreation                         | <input type="checkbox"/> Transportation / Traffic |
| <input type="checkbox"/> Public Services               | <input type="checkbox"/> Mandatory Findings of Significance |   |
| <input type="checkbox"/> Utilities / Service Systems   |   |   |

On the basis of this Initial Study, the City of Colton Planning Commission finds:

- I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- I find that the proposed project MAY have a “potentially significant impact” or “potentially significant unless mitigated” impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Approved by:



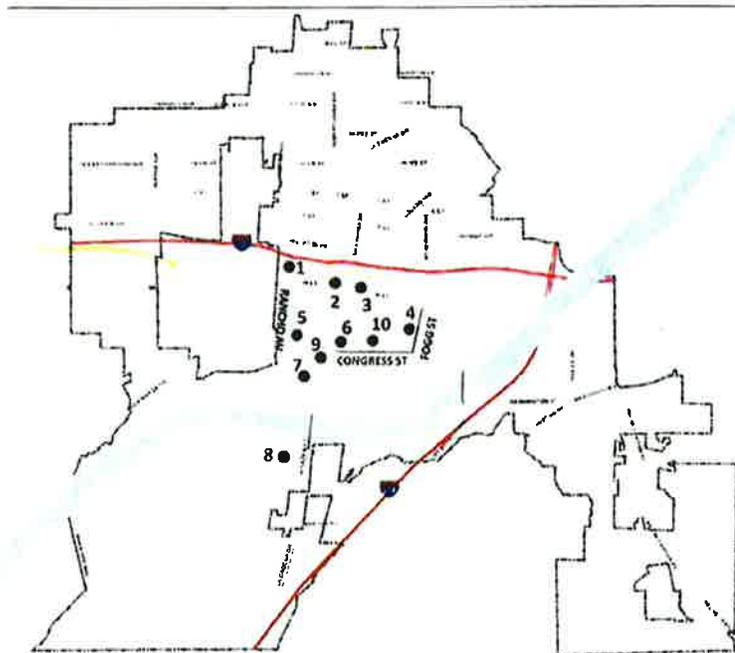
Mark Tomich, Director of Development Services

Date: May 2016

## Map Exhibit – DAP-001-277

### Index Map to Areas Maps (1 through 10)

- Area 1 – 223,225,275 S Rancho Ave – APN 0163-051-11, -27, & -30  
Area 2 – 105, 143 S 7<sup>th</sup> Street; 240,248,252,264,274,294 West K Street - APN 0163-071-12,-13,-14,-15,-16,-17,-18,-19  
Area 3 – 134, 148, 162, ~174, 190 West K St – APN 0163-081-12,-13,-14,-15,-16  
Area 4 – 551,555 S Fogg St, ~402,452,454,502 S 12<sup>th</sup> St, 500 E M St- APN 0163-232-01,-02,-24; 0163-135-01,-03,-04; 0163-141-17  
Area 5 – 500, 620, 680 S Rancho Av; 510,555,565,575,585 W Birch St; ~550 Maple St –APN 0163-161-39,-45,-46,-47,-48,-49,-50,-65,-66  
Area 6 – 309 W Congress St, APN 0163-202-21  
Area 7 – 430 W Agua Mansa, APN 0163-261-34 & ~1089 S La Cadena, APN 0163-271-25  
Area 8 –generally located at the southwest corner of La Cadena Drive & Santa Ana River:  
8a- 3 acre portion of the parcel APN 0275-192-06 (~1601 S La Cadena)  
8b –~17-acre remainder portion of the parcel APN 0275-192-06 (~1601 S La Cadena) & three parcels between Tropicana Ranch Rd & Santa Ana River – APN 0275-192-07 & 0163-361-14 & 15 (~1501 S La Cadena Dr)  
8c - ~11585 S Bostick (~1600 S Bostick) –APN 0275-192-03  
8d -APN 0275-192-02, -04 (~1701 S Bostick)  
Area 9 – 1070 S La Cadena Drive - APN 0163-273-07  
Area 10 -10a: 234 E O Street - APN 0163-221-39  
10b: 271 E Congress – APN 0163-221-35



July 5, 2016

City of Colton, California  
General Plan Follow Up & SDA-O Zone  
Change-Text Amendment

3a

# Area 1

223, 225, 275 S Rancho Ave  
APN-0163-051-11,27, & -30



**PROPOSED ZONE CHANGE**  
**FROM: M-1, LIGHT INDUSTRIAL**  
**TO: M-1 - SDA-O, LIGHT INDUSTRIAL – SENSITIVE DEVELOPMENT AREA OVERLAY**

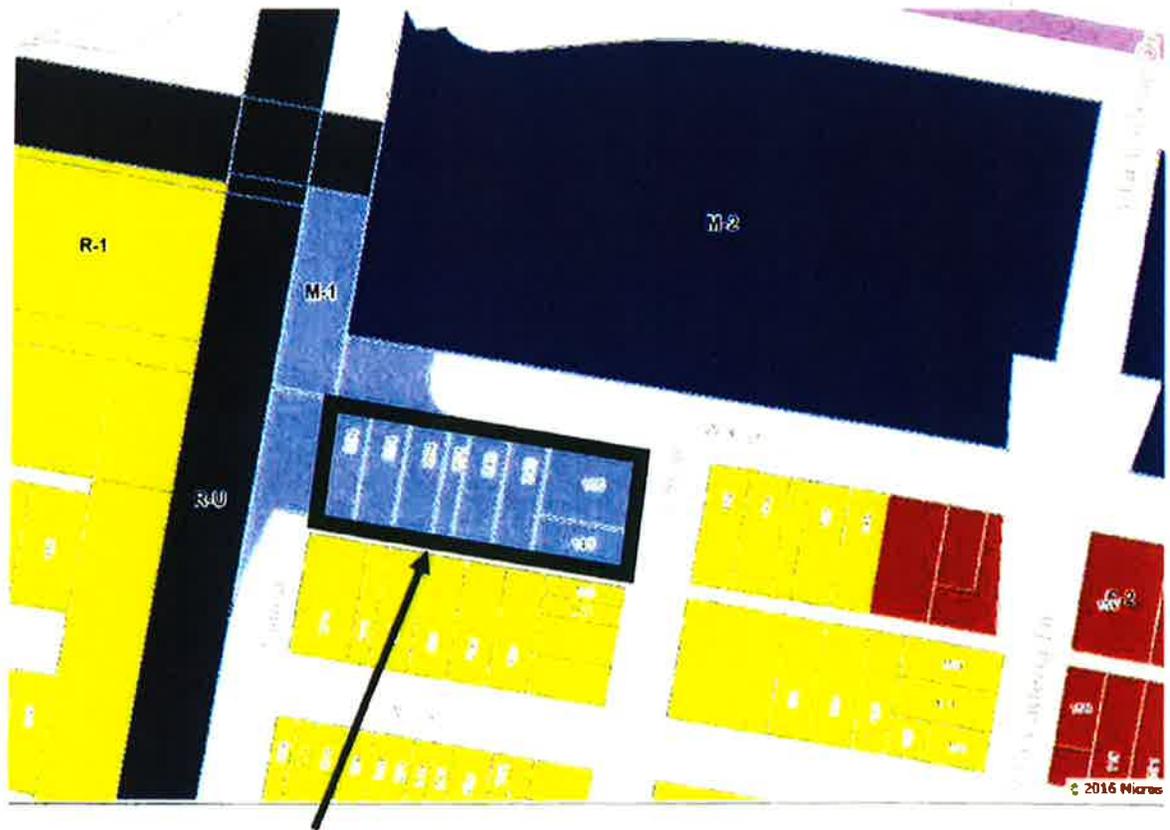
July 5, 2016

City of Colton  
General Plan Follow Up & SDA-O Zone  
Change-Text Amendment

3b

# Area 2

105, 143 S 7<sup>th</sup> St; 240, 248, 252, 264, 274, 294 W K St  
APN-0163-071-12,-13,-14,-15,-16,-17,-18,-19



**PROPOSED ZONE CHANGE**  
**FROM: M-1, LIGHT INDUSTRIAL**  
**TO: M-1 - SDA-O, LIGHT INDUSTRIAL – SENSITIVE DEVELOPMENT AREA OVERLAY**

July 5, 2016

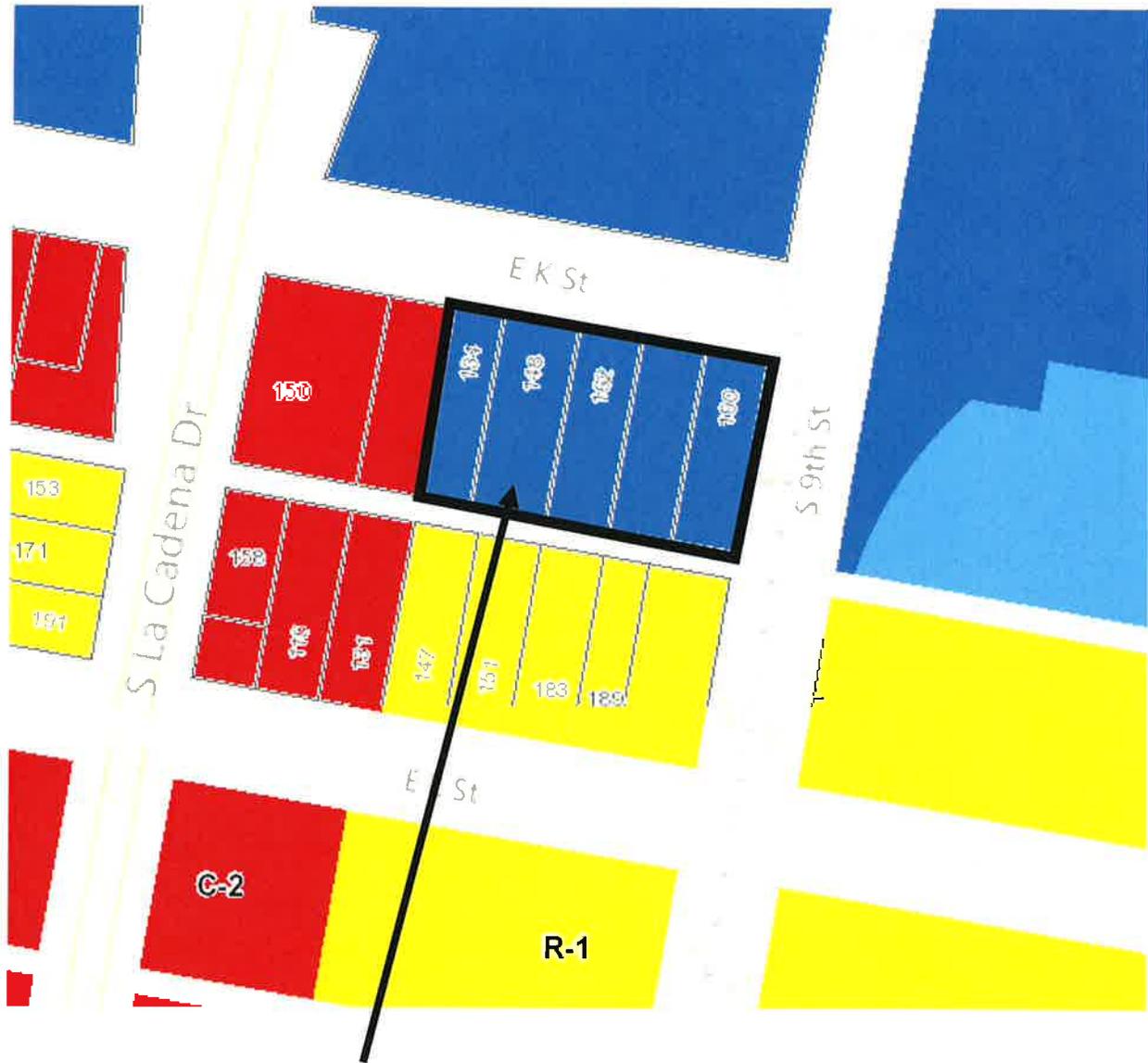
City of California  
General Plan Follow Up & SDA-O Zone  
Change-Text Amendment

3c

# Area 3

134, 148, 162, 174, 190 E K St

APN 0163-081-12,-13,-14,-15,-16



**PROPOSED ZONE CHANGE**  
**FROM: M-2, HEAVY INDUSTRIAL**  
**TO: M-2 - SDA-O, HEAVY INDUSTRIAL – SENSITIVE DEVELOPMENT AREA OVERLAY**

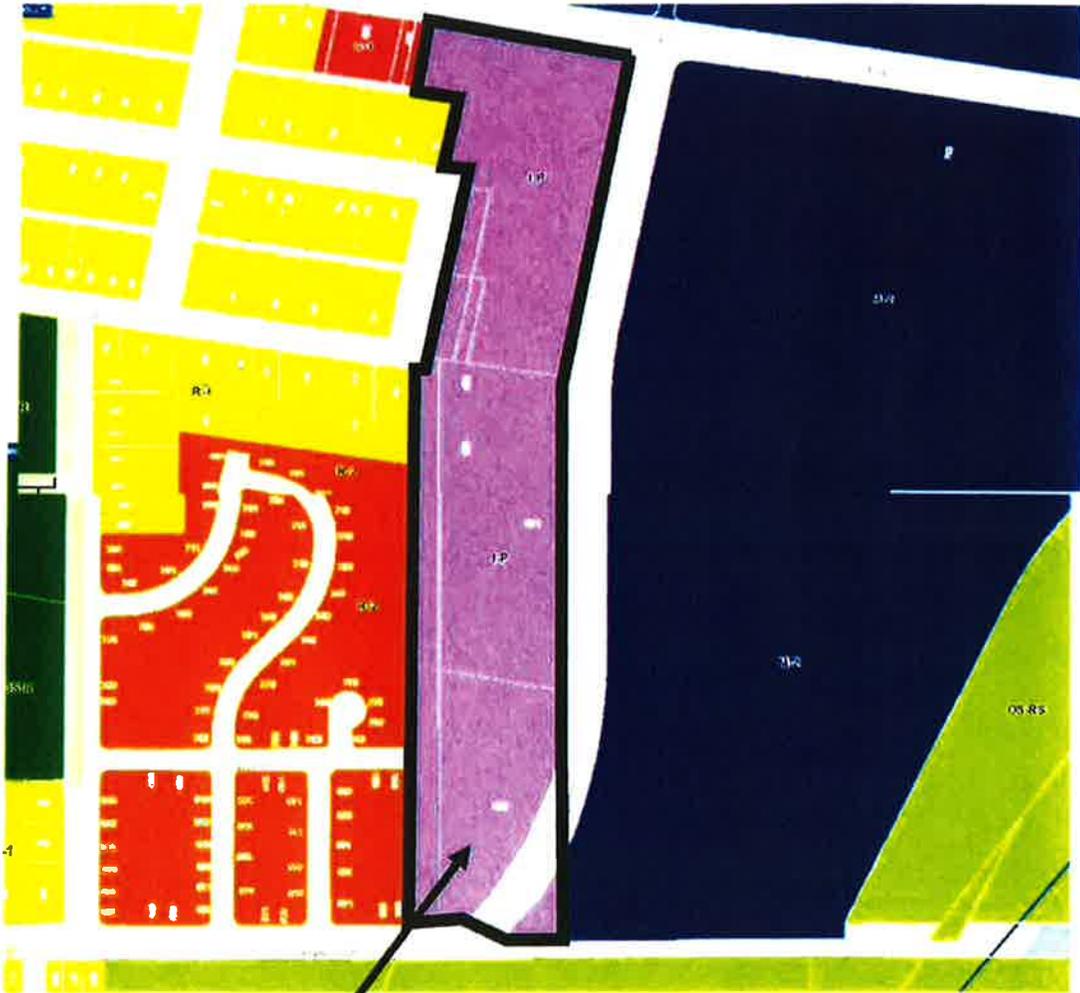
July 27, 2016

City of California  
General Plan Follow Up & SDA-O Zone  
Change-Text Amendment

3d

# Area 4

551, 555, S Fogg St, 402,452,454,502 S 12<sup>th</sup> St,  
500 E M St  
APN: 0163-135-01-03-04; 0163-141-17



**PROPOSED ZONE CHANGE**  
**FROM: I-P – IP, INDUSTRIAL PARK**  
**TO: I-P - SDA-O, INDUSTRIAL PARK– SENSITIVE DEVELOPMENT AREA OVERLAY**

July 5, 2016

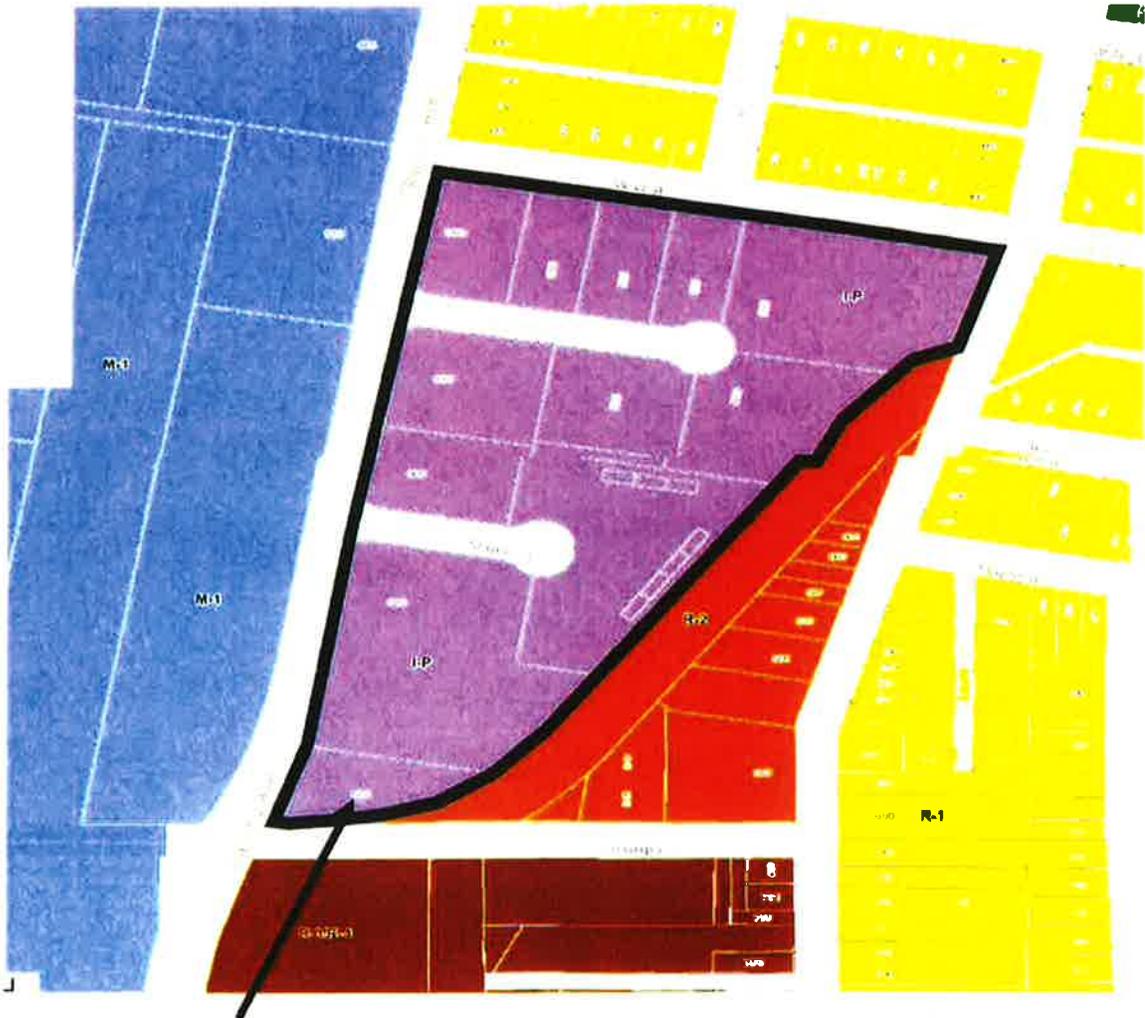
City of Colton, California  
General Plan Follow Up & SDA-O Zone  
Change-Text Amendment

3e

# Area 5

500,620,680 S Rancho Ave; 510,555,565,575,585 W Birch St

APN:0163-161-39,-45,-46,-47,-48,-49,-50,-65,-66



**PROPOSED ZONE CHANGE**  
FROM: M-1, LIGHT INDUSTRIAL  
TO: M-1 - SDA-O, LIGHT INDUSTRIAL – SENSITIVE DEVELOPMENT AREA OVERLAY

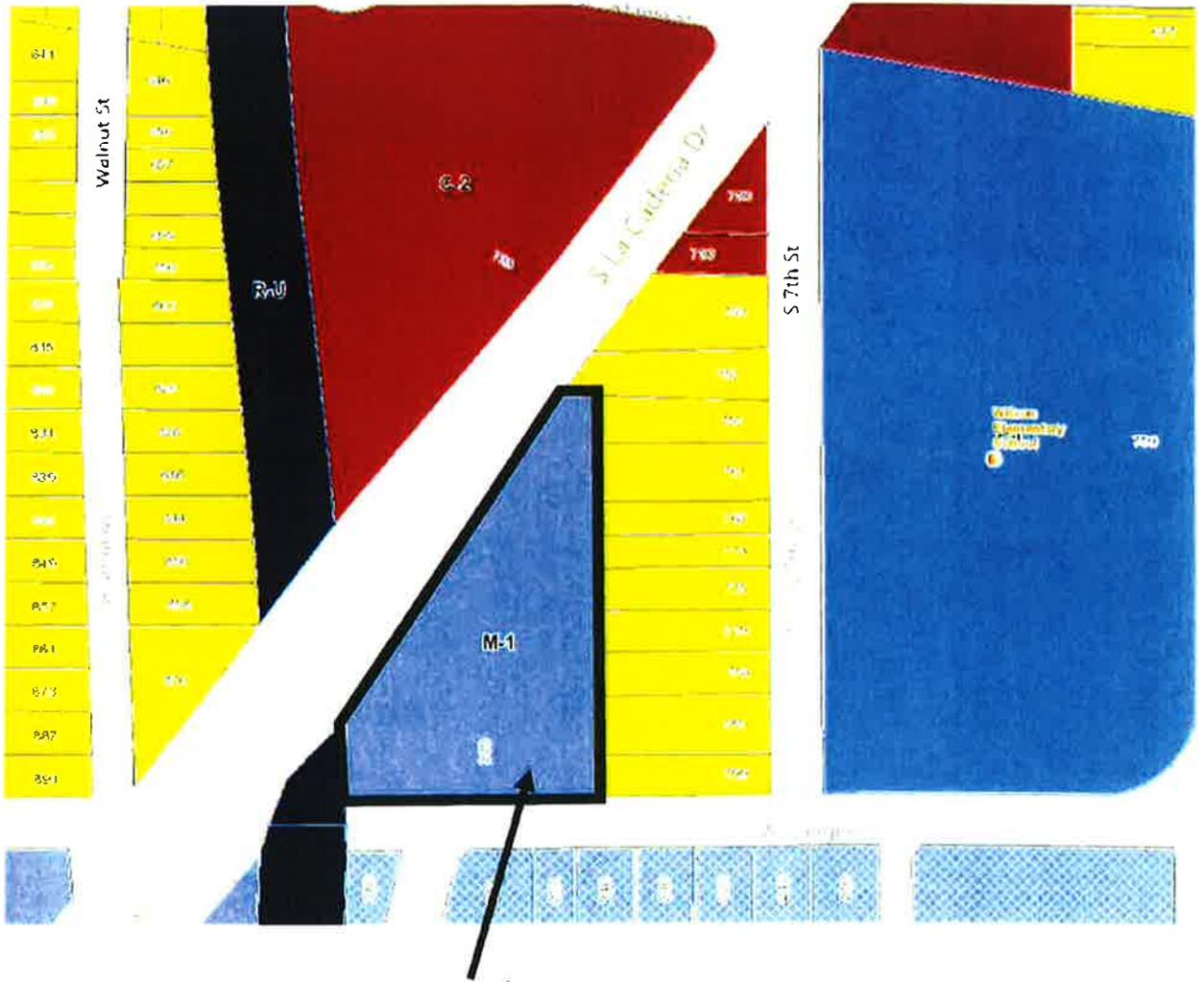
July 5, 2016

General Plan Follow Up & SDA-O Zone  
Change-Text Amendment

3f

# Area 6

309 W Congress St  
APN:0163-202-21



**PROPOSED ZONE CHANGE**  
**FROM: M-1, LIGHT INDUSTRIAL**  
**TO: M-1 - SDA-O, LIGHT INDUSTRIAL - SENSITIVE DEVELOPMENT AREA OVERLAY**

July 5, 2016

City of Colton, California  
General Plan Follow Up & SDA-O Zone  
Change-Text Amendment

3g

# Area 7

430 W Agua Mansa

APN:0163-261-34

1089 S La Cadena Dr

APN:0163-271-25



**PROPOSED ZONE CHANGE**  
**FROM: M-1, LIGHT INDUSTRIAL**  
**TO: M-1 - SDA-O, LIGHT INDUSTRIAL – SENSITIVE DEVELOPMENT AREA OVERLAY**

July 5, 2016

City of Colton, California  
General Plan Follow Up & SDA-O Zone  
Change-Text Amendment

3h

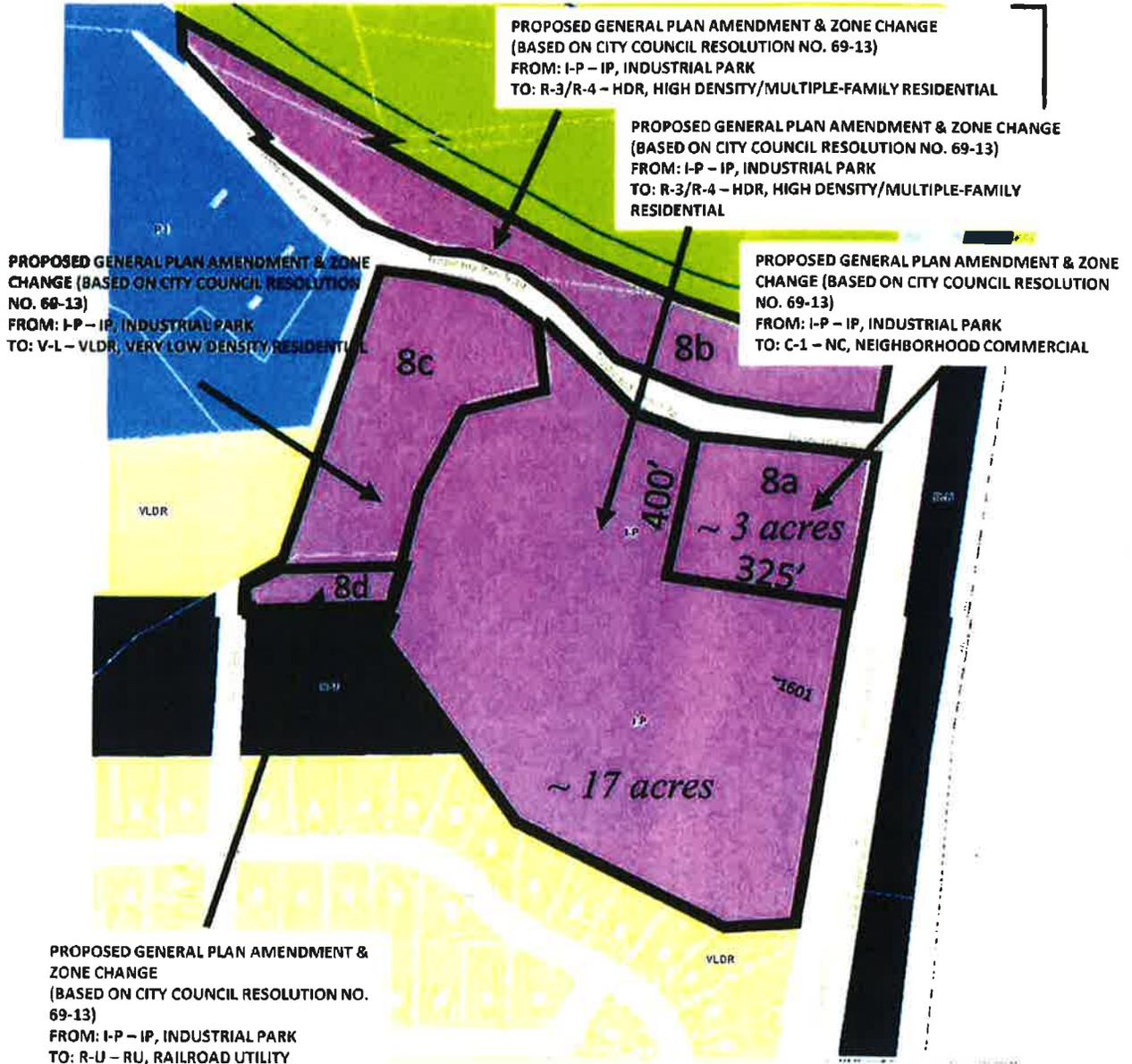
# Area 8

8a (1 parcel) 3 acre portion of the parcel APN 0275-192-06 (~1601 S La Cadena)

8b (3 parcels) ~17-acre remainder portion of the parcel APN 0275-192-06 (~1601 S La Cadena) & three parcels between Tropicana Ranch Rd & Santa Ana River – APN 0275-192-07 & 0163-361-14 & 15 (~1501 S La Cadena Dr)

8c (2 parcels) ~11585 S Bostick (~1600 S Bostick) –APN 0275-192-03

8d (2 parcels)- APN 0275-192-02, -04 (~1701 s Bostick)



July 5, 2016

City of Colton, California  
 General Plan Follow Up & SDA-O Zone  
 Change-Text Amendment

3i

# Area 9

1070 S La Cadena Dr  
APN:0163-273-07



PROPOSED GENERAL PLAN AMENDMENT & ZONE CHANGE  
(BASED ON CITY COUNCIL RESOLUTION NO. 69-13)  
FROM: M-1 - LI, LIGHT INDUSTRIAL  
TO: C-2 - GC, GENERAL COMMERCIAL

July 5, 2016

City of Colton, California  
General Plan Follow Up & SDA-O Zone  
Change-Text Amendment

3j

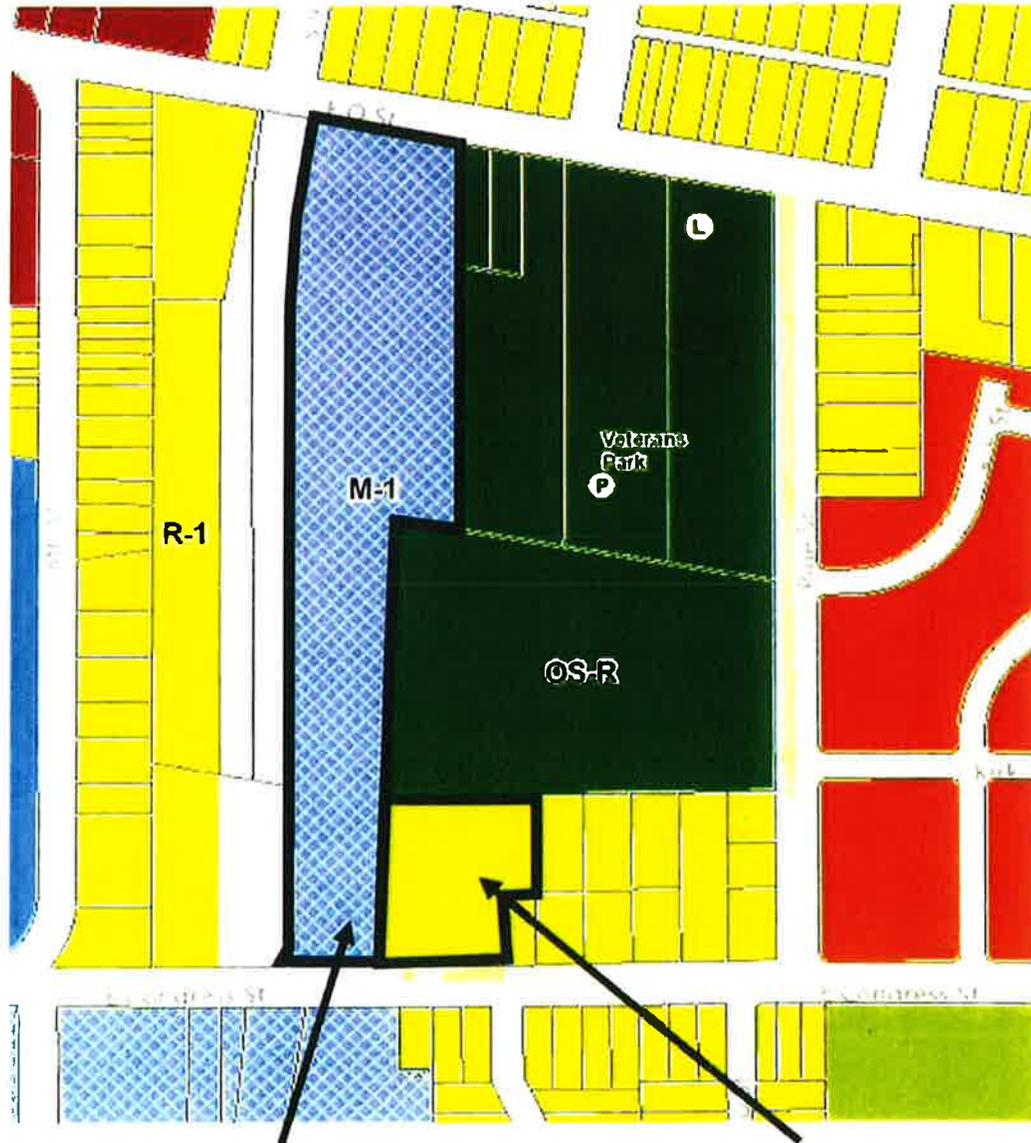
# Area 10

234 E O St

APN:0163-221-39

271 E Congress St

APN:0163-221-35



**PROPOSED GENERAL PLAN AMENDMENT & ZONE CHANGE**  
 (BASED ON CITY COUNCIL RESOLUTION NO. 69-13)  
 FROM: M-1, SDA-0/L-I, LIGHT INDUSTRIAL, SENSITIVE  
 DEVELOPMENT AREA OVERLAY  
 TO: R-2/ MDR, MEDIUM DENSITY RESIDENTIAL

**PROPOSED GENERAL PLAN AMENDMENT & ZONE CHANGE**  
 (PROPOSED TO BE CONSISTENT WITH EXISTING USE AS  
 PUBLIC PARK PARKING LOT)  
 FROM: R-1/ LDR , LOW DENSITY RESIDENTIAL  
 TO: OS-R/ OS-R, OPEN SPACE-RECREATION

July 5, 2016

General Plan Follow Up & SDA-O Zone  
 Change-Text Amendment

3k

**CEQA INITIAL STUDY  
GENERAL PLAN UPDATE & SDA-O ZONE CHANGE/TEXT AMENDMENT – MAY 2016**

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	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
<b>I. AESTHETICS – Would the project:</b>				
a) Have a substantial adverse effect on a scenic vista as identified in the City’s General Plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Substantially damage scenic resources, including but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Substantially degrade the existing visual character or quality of the site and its surroundings?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Create a new source of substantial light or glare which would adversely affect day or nighttime view in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Discussion:

- I.a No scenic resources or vistas are located in or adjacent to the project areas. Therefore, no publicly recognized scenic resources have been identified within, adjacent to, or visible from the project areas. Views of the San Bernardino and San Gabriel Mountains form a scenic backdrop for the northern portion of the City. These mountains are well outside the project areas and the jurisdiction of the City of Colton. Thus, implementation of the proposed project would have no impact on a scenic vista.
- I.b No officially designated or eligible State scenic routes or highways occur in the City of Colton, and thus none are within or near the project areas. Thus, implementation of the proposed project would have no impact on scenic resources within a state scenic highway.
- I.c The proposed project does not include any new construction. Thus implementation of the proposed project will not degrade the existing visual character or quality of the project areas or its surroundings.
- I.d The proposed project areas are currently urbanized and contain various forms of lighting. Adoption of the proposed project would not create a new source of light or glare that would adversely affect day or nighttime views because any future development within the project areas are required to meet Municipal Code requirements addressing the provision for compatible lighting and glare reduction from any new development. Thus, implementation of the proposed project would have less than significant impacts.

**CEQA INITIAL STUDY  
GENERAL PLAN UPDATE & SDA-O ZONE CHANGE/TEXT AMENDMENT – MAY 2016**

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	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
<b>II. AGRICULTURE AND FORESTRY RESOURCES:</b>				
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to a non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with existing zoning for agricultural use, or Williamson Act contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Result in the loss of forest land or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion:

- II.a The California Resources Agency defines Prime Farmland, Unique Farmland, or Farmland of Statewide Importance for San Bernardino County as farmlands which include dryland grains of wheat, barley, oats, and dryland pasture. The project area does not contain any land that is designated as Prime Farmland, Unique Farmland, or Farmland of Statewide importance. Therefore, no impacts would occur in this regard.

**CEQA INITIAL STUDY**  
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- II.b-e Williamson Act<sup>1</sup> contracts restrict land development of contract lands. The contracts typically limit land use in contract lands to agriculture, recreation, and open space, unless otherwise stated in the contract. The project areas are not located within an area covered by a Williamson Act contract; therefore, no cancellation or non-renewal action would occur. Neither the project areas nor surrounding properties are currently utilized or planned on being utilized for agricultural uses. The proposed project does not include any new construction and thus would not result in the conversion of Williamson Act contract land or conversion of agriculturally zoned land to a non-agricultural use. No impact related to these issues would occur.

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<sup>1</sup> The Williamson Act is a procedure authorized under State law to preserve agricultural lands as well as open space. Property owners entering into a Williamson Act contract receive a reduction in property taxes in return for agreeing to protect the land's open space or agricultural values.

**CEQA INITIAL STUDY  
GENERAL PLAN UPDATE & SDA-O ZONE CHANGE/TEXT AMENDMENT – MAY 2016**

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
<b>III. AIR QUALITY – Would the project:</b>				
a) Conflict with or obstruct implementation of the applicable air quality plan? (South Coast Air Basin)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation based on the thresholds in the SCAQMD’s “CEQA Air Quality Handbook?”	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Create objectionable odors affecting a substantial number of people based on the information contained in Project Description Form?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Discussion:

III.a The project is located within the South Coast Air Basin (Basin) and is within the jurisdiction of the South Coast Air Quality Management District (SCAQMD). The Basin is bounded by the Pacific Ocean to the west and the San Gabriel, San Bernardino, and San Jacinto Mountains to the north and east. It includes all of Orange County, the non-Antelope Valley portions of Los Angeles County, and the non-desert portions of Riverside and San Bernardino Counties.

The current regional air quality plan is the 2012 Air Quality Management Plan (AQMP) adopted by the SCAQMD on December 7, 2012. The 2007 AQMP proposes attainment demonstration of the federal PM<sub>2.5</sub> standards through a more focused control of sulfur oxides (SOx), directly emitted PM<sub>2.5</sub>, and nitrogen oxides (NOx) supplemented with volatile organic compounds (VOC) by 2015. The 8-hour ozone control strategy builds upon the PM<sub>2.5</sub> strategy, augmented with additional NOx and VOC reductions, to meet the standard by 2024 assuming a bump-up is obtained.<sup>2</sup> Bump up means a change in classification. The South Coast Air Management District has requested that California Air Resources Board (CARB) formally submit a

<sup>2</sup> Final 2012 Air Quality Management Plan, South Coast Air Quality Management District. Adopted December 7, 2012.

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request to EPA for voluntary re-designation (bump-up) of the South Coast Air Basin from a designation of “severe-17” to “extreme” for 8-hour average ozone and modify the attainment date to June 15, 2024. The Basin is currently a federal and state non-attainment area for PM<sub>10</sub> and ozone.

The AQMP incorporates local General Plan land use assumptions and regional growth projections developed by the Southern California Association of Governments (SCAG) to estimate stationary and mobile source emissions associated with projected population and planned land uses. If a new land use is consistent with the local General Plan and the regional growth projections adopted in the AQMP, then the added emissions generated by the new project has been evaluated and contained in AQMP and would not conflict with or obstruct implementation of the regional AQMP. The General Plan and General Plan Update EIR accounted for some type of future development within the project areas. The proposed project would not conflict with or obstruct implementation of any of the control measures in the AQMP. Thus, less than significant impacts would occur in this regard.

- III.b. The General Plan and General Plan Update EIR accounted for some type of future development within the project areas. In addition, compliance with the City Development Standards and the Zoning Code updates and General Plan Amendment ensure that air quality impacts would be confirmed in the application process. Thus, any potential impacts on air quality would be avoided or minimized to less than significant levels. As a result, implementation of the proposed project would not violate any air quality standards or contribute substantially to an existing or projected air quality violation. Therefore, less than significant impacts would occur in this regard.
- III.c As stated in the response to Checklist Question III.a, the project is in a non-attainment basin for PM<sub>10</sub> and ozone. The AQMP incorporates local General Plan land use assumptions and regional growth projections developed by SCAG to estimate stationary and mobile source emissions associated with projected population and planned land uses. The General Plan Update EIR accounted for some type of future development within the project areas. Implementation of the proposed project would not result in accumulatively considerable net increase in any criteria pollutant because future development within the project areas would be constructed and operated in compliance with City Development Standards and the proposed Zoning Code Updates and General Plan Amendment. Therefore, adoption and implementation of the proposed project would not create new impacts beyond those already identified in General Plan Update EIR. Thus, less than significant impacts would occur in this regard.
- III.d Sensitive receptors are defined as populations that are more susceptible to the effects of pollution than the population at large. The SCAQMD identifies the following as sensitive receptors: long-term health care facilities, rehabilitation centers, convalescent centers, retirement homes, schools, playgrounds, child care centers, and athletic facilities. Sensitive receptors exist today within the project areas. Compliance with City Development Standards and the proposed Zoning Code updates and General Plan Amendment ensure that potential exposure of sensitive receptors to substantial pollutant concentrations would be confirmed in the application process. Therefore, less than significant impacts would occur in this regard.
- III.e The proposed project does not proposed new construction. Therefore, adoption an implementation of the proposed project would not create new impacts beyond those already identified in the General Plan update EIR, which accounted for future development within the project areas. Thus, less than significant impacts would occur in this regard.

**CEQA INITIAL STUDY  
GENERAL PLAN UPDATE & SDA-O ZONE CHANGE/TEXT AMENDMENT – MAY 2016**

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	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
<b>IV. BIOLOGICAL RESOURCES – Would the project:</b>				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or US Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**CEQA INITIAL STUDY  
GENERAL PLAN UPDATE & SDA-O ZONE CHANGE/TEXT AMENDMENT – MAY 2016**

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Discussion:

IV.a Sensitive biological resources are those defined as (1) habitat area or vegetation communities that are unique, are of relatively limited distribution, or are of particular value to wildlife; and (2) species that have been given special recognition by federal, state, or local government agencies and organizations because of limited, declining, or threatened populations.

The project areas encompass an urbanized area of the City, which includes no candidate, sensitive, or special status species or habitat areas. Thus, implementation of the proposed project would result in no impacts in this regard.

IV.b No riparian habitat is located within the project limits. No impact related to this issue would occur.

IV.c There are no drainages located within the project limits. No federally protected wetlands are located within the project limits. No impact related to this issue would occur.

IV.d The proposed project areas are located in a urbanized area of the City. Due to its predominantly urban developed condition, the project site is not conducive for foraging ground and localized movement for wildlife. In light of the existing development in the project vicinity, impacts to regional wildlife movement associated with this project is not a factor. No impact related to this issue would occur.

IV.e The City of Colton does not have an adopted ordinance protecting biological resources. Implementation of the proposed project would have no impact.

IV.f There are no adopted Habitat Conservation Plans, Natural Community conservation Plans or other approved local, regional, or state habitat conservation plans applicable to the project areas. Thus, implementation of the proposed project would result in no impacts in this regard.

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
<b>V. CULTURAL RESOURCES – Would the project:</b>				
a) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5 of CEQA?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5 of CEQA?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**CEQA INITIAL STUDY  
GENERAL PLAN UPDATE & SDA-O ZONE CHANGE/TEXT AMENDMENT – MAY 2016**

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- |  |                          |                          |                                     |                                     |
|--|--------------------------|--------------------------|-------------------------------------|-------------------------------------|
| d) Disturb any human remains, including those interred outside of formal cemeteries? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| e) Other?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |

**Discussion:**

V.a A “historic resource” includes, but is not limited to any object, building, site, area, place, record, or manuscript that is historically or archaeologically significant, or is significant in the architectural, engineering, scientific, economic, agricultural, educational, social, political, military, or cultural annals of California.<sup>3</sup> CEQA mandates that Lead Agencies consider a resource to be “historically significant” if it meets the criteria for listing on the California Register of Historic Resources. Such resources meet this requirement if they are (1) associated with events that have made a significant contribution to the broad patterns of California history, (2) associated with the lives of important persons in the past, (3) embody distinctive characteristics of a type, period, region, or method of construction, and/or (4) represent the work of an important creative individual or possesses high artistic value.

CEQA establishes that a significant effect on the environment would occur only where a project causes a “substantial adverse change in the significance of a historic resource.” Because the proposed project does not propose any new construction, no historic resources will be impacted by the project; No impact related to this issue would occur.

V.b The project areas encompass an urbanized area of the City with land area have been previously disturbed. The City’s existing development permit process provides a manner to review specific locations to conduct resources analysis if determined to be needed for future uses within the project areas. Thus, less than significant impacts would occur in this regard.

V.c Excavation and other earthmoving activities required for future development pursuant to the General Plan within surface and subsurface exposures could disturb paleontological resources. However, the General Plan update EIR includes Mitigation Measure 4.5-1, which ensures that future development sites, if applicable, are surveyed and monitored and resources avoided, if possible, or identified, recovered, and catalogued to disseminate and preserve applicable paleontological information. Therefore, less than significant impacts would occur in this regard.

V.d The project areas encompass an urbanized area of the City, and this urbanized area is not anticipated to include human remains. Future development within the project areas would be required to comply with local, regional, state, and federal regulations related to human remains, should any be found during construction. Thus, less than significant impacts would occur in this regard.

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<sup>3</sup> Public Resources Code, Section 5020.1(j).

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	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
<b>VI. GEOLOGY AND SOILS – Would the project:</b>				
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ii) Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iii) Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iv) Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Be located in a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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Discussion:

- VI.a. The proposed project does not include any construction. All future development with regard to grading is required to conform with the recommendations of a prepared soils report that is required to be submitted with the technical building plans and prior to issuance of a grading permit; therefore, a less than significant impact is anticipated to occur.
  - a.i) No activity or potentially active faults are located within the project areas as delineated on an Alquist-Priolo Earthquake Fault Map. Therefore, no impacts would occur in this regard.
  - a.ii) The City's building plan check and building code compliance procedures include requirements to design structures in accordance with the appropriate ground-shaking design parameters set forth in the California Building Code. The California Building Code would be applied for all future development in the project areas. Thus, impacts would be less than significant in this regard.
  - a.iii) Earthquakes, due to their ground acceleration and shifting, can cause major damage to buildings and create dangerous hazards to people through injury or death. Development in the seismically active southern California region must mitigate these potential hazards through strict adherence to the California Building Code (CBC) and recommendations by geotechnical engineers. The proposed project areas are located outside the Alquist-Priolo Special Studies Zone, and all future development will be required to meet established building construction requirements. The impact from earthquake hazards is therefore found to be less than significant.
  - a.iv) All future development is required to obtain a grading permit with an accompanying soils geotechnical report to determine construction measures necessary to mitigate any potential impacts related to landslides. Thus, impacts would be less than significant in this regard.
- VI.b Implementation of erosion control measures as stated in Colton Municipal Code 14.05, as well as adherence to all requirements set forth in the National Pollutant Discharge Elimination System (NPDES) permit for construction activities would reduce potential impacts for future development to less than significant levels.
- VI.c-d Soil testing to determine expansive characteristics is required for new future development, pursuant to California Building Code. The City would continue to administer the California Building Code regulations, and any updates thereto, for all new development in the project areas. Thus, implementation of the project would result in less than significant impacts.
- VI.e The disposal of waste water generated by any proposed future development in the project areas will be through the City maintained sanitary sewerage system. No impact related to this issue would occur.

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<b>VII. GREENHOUSE GAS EMISSIONS – Would the project:</b>	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Would the project generate greenhouse gas emissions, either directly or indirectly, that may have a significant effect on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Discussion:**

VII.a-b The proposed project would not generate direct or indirect greenhouse gas emissions, and it would not conflict with a plan, policy, or regulation related to greenhouse gas emissions; however, future development within the project areas would generate emissions in a manner consistent with the provisions of the City of Colton’s Climate Action Plan (Greenhouse Gas Emissions Reduction Plan Implementation Policies adopted by the City Council on November 3, 2015.

The General Plan and General Plan Update EIR accounted for future development within the project areas. Therefore, implementation of the project would not conflict with an applicable plan, policy, or regulation related to reducing the emissions of greenhouse gases and will have less than significant impacts in this regard.

<b>VIII. HAZARDS AND HAZARDOUS MATERIALS – Would the project:</b>	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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|--|--------------------------|--------------------------|-------------------------------------|-------------------------------------|
| c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?  | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?                                   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| f) For a project within the vicinity if a private airstrip, would the project result in a safety hazard for people residing or working in the project area.  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |

Discussion:

- VIII.a-b The project areas encompasses an urbanized area of the City. The General Plan and the General Pln EIR accounted for future development the project areas. Future development shall conduct Phase I and Phase II analysis, if determined needed, which provides safeguards to ensure future projects avoid the release of hazardous materials into the environment. Thus, implementation of the proposed project would result in less than significant results.
- VIII.c Future development in proximity to an existing school would be subject to City review concerning potential environmental effects, in accordance with the City’s CEQA compliance procedures. If potentially significant effects are identified, measures to avoid or reduce impacts to less than significant would need to

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be identified. Thus, implementation of the proposed project would result in less than significant impacts in this regard.

- VIII.d Pursuant to the California Government Code (Section 65962.5[E]), the project areas are not listed in the State of California Hazardous Waste and Substances Site List (Cortese list).<sup>4</sup> No impact related to this issue would occur.
- VIII.e The project areas are not located within an Airport Influence Area<sup>5</sup> or within 2.0 miles of an airport. No impact related to this issue would occur.
- VIII.f The proposed project areas are not located within the vicinity of a private airstrip. No impact related to this issue would occur.
- VIII.g Future development within the project areas will be required to be designed, sited, constructed, and maintained in accordance with applicable emergency response evacuation standards set by the City. No impacts related to this issue would occur.
- VIII.h The project areas are not located in an urban-wildland interface area. No impacts related to this issue would occur.

Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
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**IX. HYDROLOGY AND WATER QUALITY –**  
Would the project:

- |   |                          |                          |                                     |                          |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|
| a) Violate any water quality standards or waste discharge requirements?   | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?  | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

<sup>4</sup> Hazardous Waste Substance and Sites List (Cortese List), California Department of Toxic Substance Control, <http://www.envirostor.dtsc.ca.gov/public/search.asp>, site accessed May 2, 2016.  
<sup>5</sup> City of Colton General Plan Update, Environmental Impact Report, May 2013 – Hazards and Hazardous Materials, p. 4.8-2

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- |  |                          |                          |                                     |                          |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|
| d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?  | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff, such as from areas of material storage, vehicle or equipment maintenance (including washing or detailing), waste handling, hazardous materials handling or storage, delivery areas, loading docks, or other outdoor areas? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| f) Otherwise substantially degrade water quality?  | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map? (Panel No. 06071C7930H )  | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?  | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| i) Expose people or structures to a significant risk of loss, injury, or death involving flooding, including flooding as a result of the failure of a levee or dam?  | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| j) Inundation by seiche, tsunami, or mudflow?  | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Discussion:

- IX.a Adoption and implementation of the proposed project would not create new impacts with respect to violation of water quality standards or waste discharge requirements beyond those already identified in the General Plan EIR, which accounted for future development. Future development within the project areas would be subject to existing City requirements related to the submission

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of Water Quality Management Plans to ensure safeguards that future development projects would not result in violation of any water quality standards. Thus, implementation of the project would result in less than significant impacts in this regard.

- IX.b The proposed project areas will utilize domestic water for landscaping and for domestic uses for future development. The proposed commercial development would be included in the City of Colton’s determination of future water demand. Thus, implementation of the proposed project would result in less than significant results.
- IX.c/d Future development within the project areas would continue to be regulated by provisions in the Colton Municipal Code related to erosion and drainage, including the drainage improvement requirements provided in Title 14(Storm Drain and Flood Management), Title 15 (Building and Construction), and title 16 (Division of Land). Thus, implementation of the proposed project would result in less than significant results.
- IX.e/f All future development within the project areas would be required to adhere to storm drainage requirements found within the NPDES permit process as well as provisions required by the City of Colton, Thus, a less than significant impact related to this issue is anticipated to occur with the implementation of the proposed project.
- IX.g/h General Plan Update EIR Exhibit 4.9-3, Hydrologic Hazards shows a portion of the project area is located with Zone X and Zone AE, which includes areas subject to moderate flooding and areas subject to 100 year floods respectively. Implementation of the proposed project would continue to require future development compliance with Colton Municipal code, regional, and state requirements related to flooding. Thus, a less than significant impact related to this issue is anticipated to occur with the implementation of the proposed project.
- IX.i/j Implementation of the proposed project would continue to require future development compliance with Colton Municipal code, regional, and state requirements related to flooding. The project areas are not located within the potential inundation area of dams. The project areas are not in proximity to the ocean or other water bodies to be affected by a tsunami or seiche. Flood control in the City provides an integrated approach to manage regional and local drainage flows. Thus, a less than significant impact related to this issue is anticipated to occur with the implementation of the proposed project.

Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
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**X. LAND USE AND PLANNING – Would the project:**

- a) Physically divide an established community?

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- |   |                          |                          |                                     |                                     |
|---|--------------------------|--------------------------|-------------------------------------|-------------------------------------|
| b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| c) Conflict with any applicable habitat conservation plan or natural community conservation plan?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |

**Discussion:**

- X.a The project areas encompass an urbanized area of the City. Thus, implementation of the proposed project would result in no impacts in this regard.
- X.b Adoption of the Zoning Code updates and General Plan Amendment would not conflict with applicable land use plans or policies because some type of future development within this area was included within the General Plan Update EIR and impacts mitigated for potential environmental effects. The proposed project areas are subject to a variety of Federal, State, and locally adopted plans designated to mitigate environmental impacts or to preserve important resources. Thus, a less than significant impact related to this issue is anticipated to occur with the implementation of the proposed project.
- X.c There are no adopted Habitat Conservation Plans, Natural Community Conservation Plans or other approved local, regional, or state habitat conservation plans applicable to the project areas. Thus, implementation of the proposed project would result in no impacts in this regard.

Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
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**XI. MINERAL RESOURCES – Would the project:**

- |   |                          |                          |                                     |                          |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|
| a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?                | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b) Result in the loss of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

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- |  |                          |                          |                                     |                          |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|
| c) Be located in a Mineral Resource Zone as adopted by the State Mining and Geology Board and identified in the City's General Plan? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|

Discussion:

XI.a-c Natural sand and gravel deposits in Cajon Wash, Lytle Creek, Warm Creek, City Creek, and the Santa Ana River contain the bulk of the regions' aggregate resources. A small portion of the proposed project area is located within the MRZ-2 Zone, which includes areas where geologic data indicates that significant PCC-Grade aggregate resources are present. Adoption of the Zoning Code updates and General Plan Amendment would not create new impacts to mineral resources beyond those already identified in the General Plan Update EIR, which accounted for future development. Thus, a less than significant impact related to this issue is anticipated to occur with the implementation of the proposed project.

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
<b>XII. NOISE –</b> Would the project result in:				
a) Exposure of persons to or generation of noise levels in excess of standards established in the City's General Plan or Development Code, or applicable standards of other agencies?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Exposure of persons to or generation of excessive groundborne vibration or groundbourne noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) For a project located within an airport land use plan or Airport Influence Area, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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- f) For a project in the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?

Discussion:

XII.a-d Adoption of the Zoning Code Updates and General Plan Amendment would not expose persons to excessive noise levels because some type of future development within this area was included within the General Plan Update EIR. Compliance with the Colton Municipal Code detailed in Title 18 (Zoning Code), as well as all other provisions of the Development Code would be confirmed in the application to ensure noise levels for future development does not exceed noise standards. Thus, a less than significant impact related to this issue is anticipated to occur with the implementation of the proposed project.

XII.e-f The project areas are not located within the San Bernardino International Airport's Planning Boundaries, or within the noise contours identified for this air facility, or within a private airstrip. No impact related to this issue would occur.

Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
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**XIII. POPULATION AND HOUSING – Would the project:**

- |   |                          |                          |                                     |                                     |
|---|--------------------------|--------------------------|-------------------------------------|-------------------------------------|
| a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |

Discussion:

XIII.a According to Department of Finance 2016 estimates, the City of Colton has an estimated population of 53,351. The proposed Zoning Code Update and General Plan Amendment could potentially induce future population growth that would not otherwise have occurred. Portions of the proposed project areas are

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proposed to be amended to change the land use designation from non-residential uses to residential uses. If the estimated potential new housing units allowed by the proposed land use amendments were to be built out to the maximum units allowed and occupied, this would yield approximately 585 new residential units and an approximate population increase of 2,024 persons in the City limits and would bring the total population of the City to 55,375. This is an approximately 3.7 percent increase in population over the current (2016) population estimate. However, the population and housing growth is consistent with SCAG's 2012-2035 Regional Transportation Plan (RTP) forecasts. SCAG's 2012-2035 RTP forecasts Colton's population to increase to 60,700 and 71,700 in 2020 and 2035, respectively. Growth induced by a project could be considered a significant impact if it directly or indirectly affects the ability of public agencies to provide services. Public services with regard to implementation of the proposed project will be provided by a number of public agencies, including the City of Colton. Service providers will be able to serve the project. Therefore, the population growth associated with implementation of the proposed project would have less than significant impacts in this regard.

XIII.b/c Implementation of the proposed project would not cause a loss of existing housing, or the displacement of existing residents. No impact would result from implementation of the proposed project.

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
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**XIV. PUBLIC SERVICES**

a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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Fire protection, including medical aid?  
Police protection?  
Schools?  
Parks or other recreational facilities?  
Other governmental services?

	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Discussion:

XIV.a **Fire Protection.** Fire prevention, fire protection, and emergency medical assistance (initial paramedical response) in the City of Colton are provided by the Colton Fire Department (CFD). Future development within the project areas has been identified within the General Plan Update EIR, and would be subject to

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the City’s development requirements including reviews from the City’s Fire Department. Future development within the project areas would be required to be designed and constructed per applicable fire prevention/protection standards, including the determination of the water supply to meet fire flow requirements. Adherence to standards and regulations contained in the City’s municipal and development codes and the payment of required fees would reduce potential impacts related to the provision of fire protection services to a less than significant level.

**Police Protection.** Police protection services are provided by the City of Colton Police Department (CPD) located at 650 North La Cadena Drive. The proposed project will not result in an increase in demand for police protection services sufficient to require the construction of new police facilities. Future development would be required to pay required fees to offset law enforcement impacts that may result from future development and occupation of future residential uses, if any. Adherence to these standards and the payment of required fees would reduce potential impacts related to the provision of police protection services to a less than significant level.

**School Facilities.** The proposed project areas are located within the Colton City Unified School District (District.). The local school district will monitor growth within the proposed project areas and update facilities plans to identify new facilities needs including locations, timing, and funding for expanded or new classrooms and related facilities. The district will continue to collect development impact fees to pay for the costs of expanded facilities, in accordance with state law. With the payment of the District’s required development fee, implementation of the proposed project will have less than significant impacts in this regard.

**Parks or Other Recreation or Government Services.** The project areas are located within a portion of the City that is urbanized. The existing General Plan Open Space and Conservation Element includes proposals for acquisition, maintenance, and financing of parkland and open space. These are implemented by the City primarily through collection of Quimby fees and Development Impact Fees during building plan check of development projects. Future development within the project areas would be required to adhere to standards and provisions set forth by the City in the event that it would affect other governmental services. Because adherence to these standards and provisions is required of all future development projects, implementation of the proposed project, less than significant impacts related to this issue are anticipated to occur.

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
<b>XV. RECREATION</b>				
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Does the project include recreational facilities or require the construction or expansion of	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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recreational facilities which might have an adverse physical effect on the environment?

- c) Other:

**Discussion:**

XV.a-c The project areas are located within a portion of the City that is urbanized. The existing General Plan Open Space and Conservation Element includes proposals for acquisition, maintenance, and financing of parkland and open space. These are implemented by the City primarily through collection of Quimby fees and Development Impact Fees during building plan check of development projects. Future development within the project areas would be required to adhere to standards and provisions set forth by the City in the event that it would affect other governmental services. Because adherence to these standards and provisions is required of all future development projects, implantation of the proposed project, less than significant impacts related to this issue are anticipated to occur.

**XVI. TRANSPORTATION/TRAFFIC – Would the project:**

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Cause an increase in traffic which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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- |  |                          |                          |                                     |                                     |
|--|--------------------------|--------------------------|-------------------------------------|-------------------------------------|
| e) Result in inadequate emergency access?  | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| f) Result in inadequate parking capacity?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| g) Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |

**Discussion:**

XVI.a The City of Colton adopted a new Mobility (Circulation) Element for its General Plan in 2013. Because implementation of the proposed project would amend certain land use designations, the City completed a trip generation sensitivity assessment to compare the existing approved land use and zoning designations against those proposed, and to determine if any major streets or intersections would be potentially impacted with implementation of the proposed project. The proposed General Plan land use changes were evaluated similar to that as the original Traffic Impact Analysis prepared for the City’s General Plan Update EIR Circulation Element, which analyzed potential impacts to peak hour traffic conditions. For analysis purposes, all sites of the proposed project areas have been grouped together as a single “project”. Traffic impacts were evaluated by estimating the net trip generation change for the cumulative set of General Plan land use changes, rather than through a separate analysis for each site.

The Traffic Impact concluded that while the proposed land use changes with implementation of the proposed project would result in an additional 694 daily, two-way trips, the net change in AM and PM peak hour trips will decrease. The net change in AM and PM peak hour trips due to the land use changes with implementation of the proposed project is -238 hourly vehicle trips and -119 hourly vehicle trips during the weekday AM and PM peak hours, respectively. Therefore it has been concluded that the proposed land use changes would not significantly impact any of the critical study intersections analyzed in the General Plan Update EIR during weekday peak hours.

Through the development permit application process, future development projects within the project areas would be reviewed by the City Contract Traffic Engineer, if deemed necessary and specific conditions of approval may be included. Thus, a less than significant impact related to this issue is anticipated to occur with the implementation of the proposed project.

XVI.b Implementation of the proposed project will not exceed, either individually or cumulatively, a level of service standard established by the county congestion management plan (CMP) for designated roads and highways. The existing and the future condition without the project is what is measured to determine the impact of the project or the cumulative impacts. Future development would be reviewed for compliance with the County congestion management program, off street parking and circulation patterns. Therefore, implementation of the proposed project would result in less than significant impacts in this regard.

XVI.c The nearest airport to the project site is San Bernardino International Airport, located approximately 7.0 miles northeast of the project site. Future development within the project areas would not result in change in air traffic patterns for the San Bernardino International Airport. Therefore, no impact would occur with the implementation of the proposed project.

XVI.d All proposed future development projects within the proposed project areas are required to adhere to the City of Colton Public Works Department’s policies and guidelines as per industry standards for traffic

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engineering design. These city and industry standards dictate the construction of additional roadway infrastructure as well as procedures for submittal, review, and approval of the project's circulation system. The design of roadways must provide adequate distance and traffic control measures. This provision is normally realized through proper signing and traffic sequencing to facilitate roadway traffic flows. Adherence to applicable City standards would ensure that no significant roadway design- or hazard-related impact occurs. Impacts would be less than significant.

- XVI.e. The design, construction, and maintenance of structure, roadways, and facilities for any proposed future development projects must comply with applicable City standards related to emergency access and evacuation plans. Any future construction activity that may temporarily restrict vehicular traffic would be required to implement adequate and appropriate measures to facilitate the passage of persons and vehicles through/around any required road closures. Adherence to applicable City access control measures would reduce potential impacts related to this issue to a less than significant level.
- XVI.f The proposed project does not propose new construction. All future development projects within the proposed project areas would be required to meet all parking requirements of the Colton Zoning Code (Title 18). Therefore, no impact would occur with the implementation of the project.
- XVI.g The proposed project does not propose new construction. All future development projects within the project areas would be required to comply with all City development policies, standards, and programs pertaining to supporting alternative modes of transportation; therefore, no impact related to this issue would occur.

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
<b>XVII. UTILITIES AND SERVICE SYSTEMS –</b> Would the project:				
a) Exceed wastewater treatment requirements of the Santa Ana Regional Water Quality Control Board?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which would cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Have sufficient water supplies available to serve the project from existing entitlements	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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and resources, or are new or expanded entitlements needed?

- |   |                          |                          |                                     |                          |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|
| e) Result in determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?  | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| g) Comply with federal, state, and local statutes and regulations related to solid waste?   | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Discussion:

- XVII.a Future development within the project areas would not violate any water quality standards or waste discharge requirements, as proponents are required to comply with requirements of the City Public works Department and ensure that Best Management Practices (BMP's) are followed during construction. Because future development would be required to adhere to wastewater discharge requirements found within the NPDES permit process as well as provisions required by the City of Colton, a less than significant impact related to this issue would result from implementation of the proposed project.
- XVII.b Water and wastewater facilities and services are presently provided to the overall vicinity. Future development within the proposed project areas will be accommodated by existing services and facilities; therefore, impacts related to the installation and operation of wet utility infrastructure would be less than significant.
- XVII.c The proposed project does not propose new construction. All future development projects within the project areas would be required to control storm water consistent with the existing requirements of the Regional Water Quality Control Board (RWQCB). Thus, implementation of the proposed project would result in less than significant impacts in this regard.
- XVII.d The City of Colton owns, operates and maintains a water treatment system and a wastewater collection, pumping and treatment system and will be providing the water service and wastewater collection in the proposed project areas. Through the development permit application process for future development, the City's Engineering staff would review the development's compliance for the provision of adequate short and long term water supplies and compliance with groundwater management and public water supply systems. Thus, implementation of the proposed project would result in less than significant impacts in this regard.
- XVII.e Future development within the proposed project areas would be required to comply with the Colton Municipal Code and other applicable local, regional, or state regulations related to wastewater. Thus, implementation of the proposed project would result in less than significant impacts in this regard.

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XVII.f-g Future development within the proposed project areas would be required to comply with the Colton Municipal Code and other applicable local, regional, or state regulations related to solid waste. Therefore, implementation of the proposed project would not result in impacts related to landfill capacity and compliance with solid waste regulations. Thus, implementation of the proposed project would result in less than significant impacts in this regard.

Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
--------------------------------------	---	------------------------------------	--------------

**XVIII. MANDATORY FINDINGS OF SIGNIFICANCE**

- |   |                          |                          |                                     |                                     |
|---|--------------------------|--------------------------|-------------------------------------|-------------------------------------|
| <p>a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of major periods of California history or prehistory?</p> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| <p>b) Does the project have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)</p>   | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| <p>c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?</p>  | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |

Discussion:

XVIII.a Implementation of the proposed project would not result in impacts to wildlife and habitat resources. The proposed project does not have the potential to reduce the habitat of a fish or wildlife species, cause fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, or reduce the number or restrict the range of a rare or endangered plant or animals. In general, the proposed project areas does not contain areas of sensitive habitat or where sensitive species may be found. Future

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development within the project areas would be subject to the City's development permit process, which would require review of a development project for compliance with all City development standards and CEQA. Therefore, no impact would occur with the implementation of the proposed project in this regard.

- XVIII.b Adoption and implementation of the Zoning Code updates and the General Plan Amendment would not result in impacts that are individually limited, but could be incrementally considerable. There are no other past, current, or probable future projects or proposed projects that would combine with the Zoning code updates and a General Plan Amendment to result in a cumulatively adverse impact. Thus, less than significant impacts would occur in this regard.
- XVIII.c Previous sections of this Initial Study reviewed the proposed project's potential impacts related to aesthetics, air quality, geology and soils, greenhouse gases, hazards and hazardous materials, hydrology and water quality, noise, and public services and utilities. As concluded in these previous discussions, implementation of the proposed project would result either in no impact or less than significant impacts. Thus, implementation of the proposed project would not result in environmental impacts that would cause substantial adverse effects on human beings.

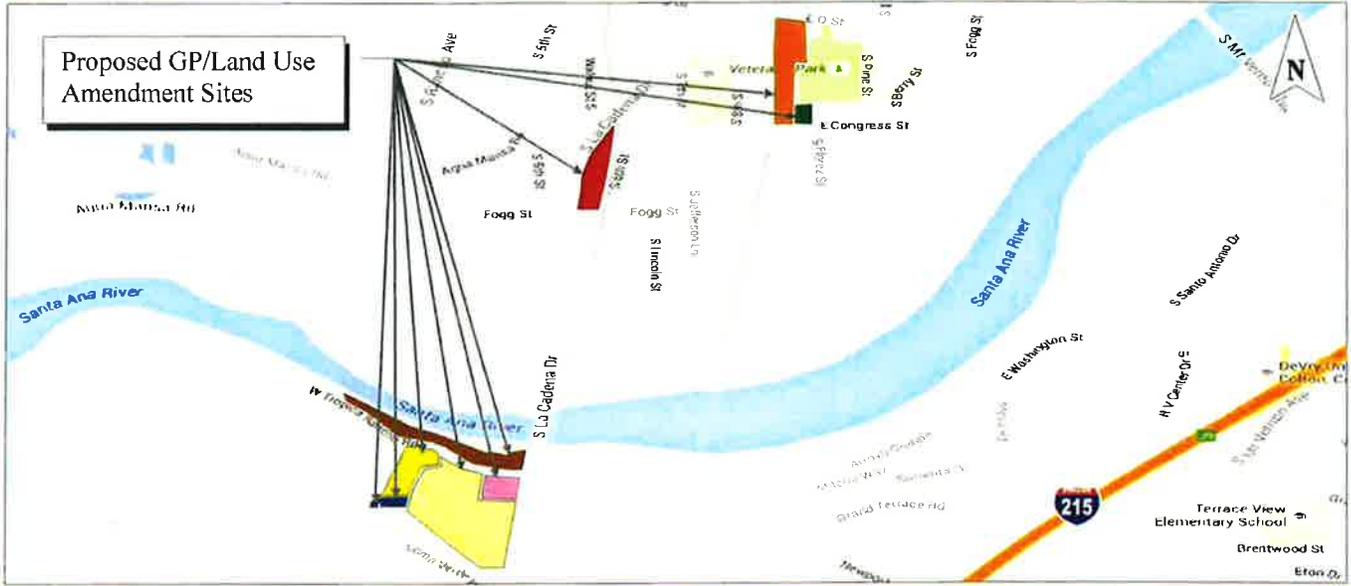
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**REFERENCES.** The following references were utilized during preparation of this Initial Study/Environmental Checklist.

1. City of Colton General Plan
2. City of Colton General Plan Land Use Plan and Zoning Districts Maps
3. Final EIR for the City of Colton General Plan Update
4. City of Colton Development Code (Title 18 of the Colton Municipal Code)
5. South Coast Air Quality Management District, CEQA Air Quality Handbook
6. Traffic Impact Sensitivity Assessment – TO#84 (City of Colton’s General Plan Mobility Element Proposed Land Use & Zoning Changes) January 26, 2016 – Mingar & Associates, Inc. - Attached
7. State of California Public Resource Code
8. Hazardous Waste Substance and Sites List.

**Traffic Impact Sensitivity Assessment  
TO#84  
for the  
City of Colton's General Plan Mobility Element  
Proposed Land Use & Zoning Changes**



**PRESENTED TO:**



**City of Colton**  
Department of Development Services  
659 N. La Cadena Drive  
Colton, CA 92324



**PREPARED FOR:**



**City of Colton**  
Public Works Department – Engineering Division  
160 S. 10th Street  
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**PREPARED BY:**



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Revised January 26, 2016



## Background

The City of Colton adopted a new Mobility (Circulation) Element for its General Plan (GP) in 2013. Since this update, several new land use and zoning designations have been proposed, prompting the City to look into the potential traffic impacts associated with these changes with respect to the approved GP Update. In order to evaluate these potential impacts, the City has requested that Minagar & Associates, Inc. conduct a trip generation sensitivity assessment to compare the existing approved land use and zoning designations against those proposed, and to determine if any major streets or intersections would be potentially impacted by the proposed changes.

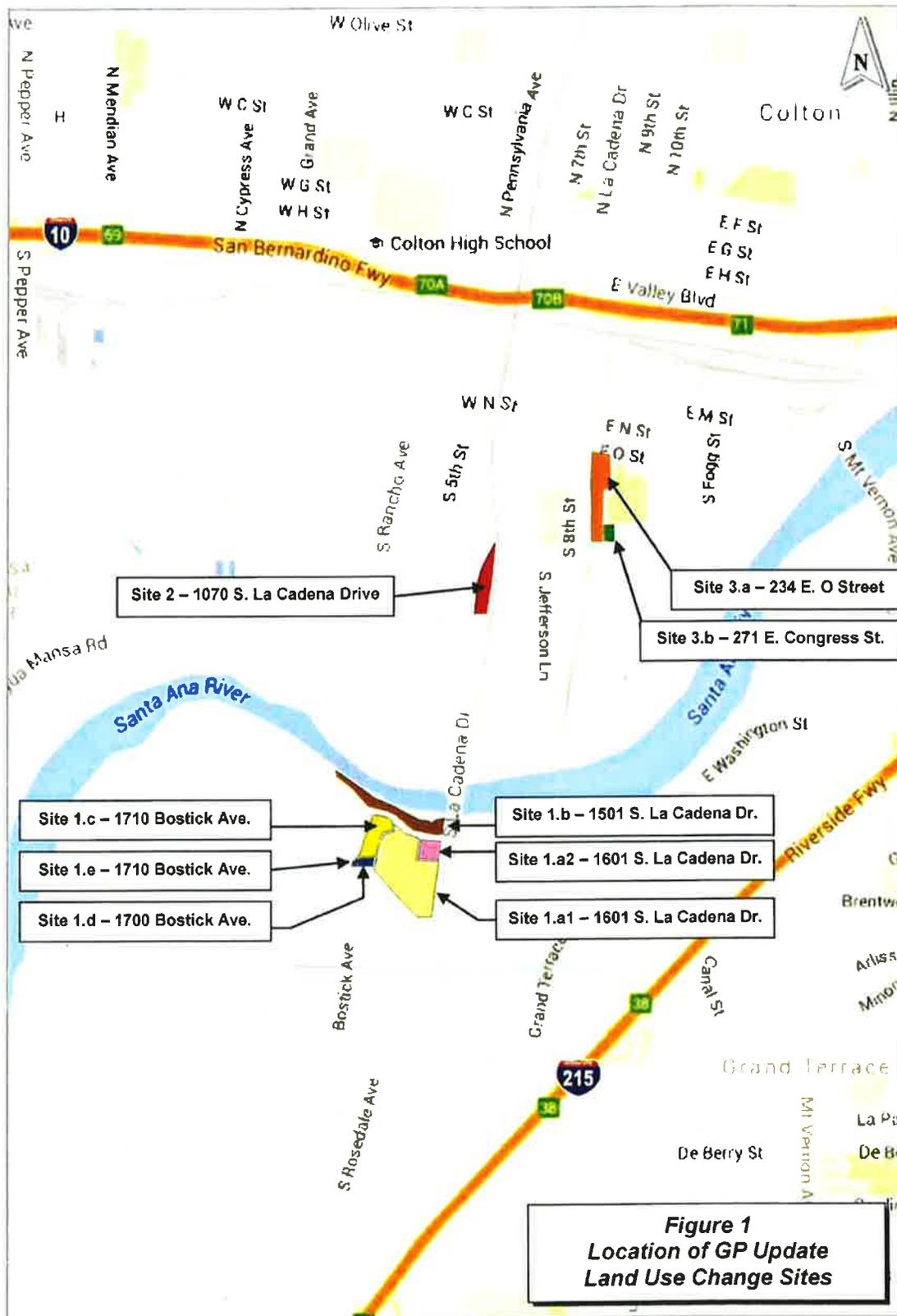
## Methodology

The following describes the approach used to conduct the comparative trip generation analysis. The contemplated GP Update land use changes were evaluated in a similar manner to that as the original Traffic Impact Analysis (TIA submitted 10/29/12) prepared for the City's General Plan Update EIR Circulation Element, which analyzed potential impacts to peak hour traffic conditions through the following steps:

- (1) Identifying various traffic analysis zones (total of 111 TAZs) for analysis throughout the City;
- (2) Separating future citywide development into various residential and commercial/non-residential uses for input into SCAG's EVTMM (East Valley Transportation Model, maintained by the Southern California Association of Governments);
- (3) Estimating the incremental (net) increase/decrease in development by TAZ, by subtracting the intensity of the then-existing General Plan land uses from that of the then-proposed General Plan land uses;
- (4) Calculating the corresponding trip generation changes due to the incremental (net) development increase/decrease, based on ITE's *Trip Generation* data; and
- (5) Distributing the net trip generation change to the surrounding transportation system of streets and intersections, and evaluating the resultant impact on the future forecast traffic conditions.

For the currently proposed land use changes, it was first assumed that for planning purposes all of the sites would be grouped together as a single "project". Individual traffic impacts were evaluated by estimating the net trip generation change for the cumulative set of GP land use changes, rather than through a separate analysis of each site. **Figure 1** depicts the locations of the sites which are proposed for land use changes in the GP Update. **Table 1** summarizes the current General Plan land use designations for the subject sites provided by the City of Colton, as well as the proposed land use modifications for each site.







**Table 1**  
**Land Use Designation Changes – Current GP vs. Proposed GP**

Site #	Location <sup>[1]</sup>	Property Size	Existing Condition		Proposed Conditions	
			Current General Plan LU <sup>[2]</sup>	Site Use	Proposed General Plan <sup>[2]</sup>	Size <sup>[3]</sup>
<b>Southern Sites</b>						
1-a1	1601 S. La Cadena Dr.	16.92 Ac	IP (0.5 FAR)	Vacant unimproved	HDR (22 DU/Ac)	368,517 SF (8.46 Ac)
1-a2	1601 S. La Cadena Dr.	3.0 Ac	IP	Vacant unimproved	NC	65,340 SF (1.5 Ac)
1-b	1501 S. La Cadena Dr.	4.8 Ac	IP	Vacant unimproved	HDR	104,544 SF (2.4 Ac)
1-c	11585 S. Bostick Ave.	4.54 Ac	IP	Single-family house	VLDR	98,881 SF (2.27 Ac)
1-d	1700 S. Bostick Ave.	0.74 Ac	IP	Utility ROW	RU	16,117 SF (0.37 Ac)
1-e	1710 S. Bostick Ave.	0.01 Ac	IP	Utility ROW	RU	217 SF (0.005 Ac)
<b>Northern Sites</b>						
2	1070 S. La Cadena Dr.	3.56 Ac	LI (0.5 FAR)	Vacant (Water Co. building)	GC	77,536 SF (1.78 Ac)
3-a	234 E. O St.	6.15 Ac	LI	Manufacturing use	MDR	133,947 SF (3.08 Ac)
3-b	271 E. Congress	1.39 Ac	LDR (8 DU/Ac)	Parking Lot (City Park)	OS-R	11.12 DU (1.39 Ac)

**Notes:**

Ac - Acres; DU - Dwelling Unit; FAR - Floor Area Ratio

<sup>[1]</sup> Locations are approximate.

<sup>[2]</sup> Land Use Categories:

- |     |                           |      |                              |
|-----|---------------------------|------|------------------------------|
| GC  | General Commercial        | HDR  | High Density Residential     |
| IP  | Industrial Park           | LI   | Light Industrial             |
| LDR | Low Density Residential   | MDR  | Medium Density Residential   |
| NC  | Neighborhood Commercial   | OS-R | Open Space Recreation        |
| RU  | Railroad/Utility/ROW Zone | VLDR | Very Low Density Residential |

<sup>[3]</sup> Maximum SF/Du (based on FAR)

Since the City's original TIA report does not include any comprehensive detail or discussion on the aggregate or individual trip rates used for the anticipated future development changes, Minagar & Associates, Inc. applied industry-standard data derived from the Institute of Transportation Engineers' "Trip Generation Manual" (ITE, 9<sup>th</sup> Edition) to estimate the relative changes in the AM peak hour, PM peak hour and daily trip volumes.

A list of related ITE-defined land uses and their corresponding trip generation properties are provided in **Table 2**, below. This data was then compared to the applicable existing and proposed GP land uses, and consolidated into a new set of trip rates developed to match the various developmental characteristics of the City of Colton's Land Use Element (see **Table 3**).





**Table 2**  
**Trip Generation Rates for Applicable GP Land Uses**

ITE Code	Land Use	Unit	Trip Rate								
			Daily			AM Peak Hour			PM Peak Hour		
			Total	In (%)	Out (%)	Total	In (%)	Out (%)	Total	In (%)	Out (%)
<b>Residential</b>											
210	Single-Family Detached Housing	DU	9.52	50%	50%	0.75	25%	75%	1.00	63%	37%
220	Apartment	DU	6.65	50%	50%	0.51	20%	80%	0.62	65%	35%
221	Low-Rise Apartment	DU	6.59	50%	50%	0.46	21%	79%	0.58	65%	35%
222	High-Rise Apartment	DU	4.20	50%	50%	0.30	25%	75%	0.35	61%	39%
223	Mid-Rise Apartment	DU	--	--	--	0.30	31%	69%	0.39	58%	42%
230	Residential Condominium/Townhouse	DU	5.81	50%	50%	0.44	17%	83%	0.52	67%	33%
231	Low-Rise Residential Condominium/Townhouse	DU	--	--	--	0.67	25%	75%	0.78	58%	42%
232	High-Rise Residential Condominium/Townhouse	DU	4.18	50%	50%	0.34	19%	81%	0.38	63%	38%
<b>Industrial</b>											
110	General Light Industrial	KSF	6.97	50%	50%	0.92	88%	12%	0.97	12%	88%
120	General Heavy Industrial	KSF	1.50	50%	50%	0.51	--	--	0.68	--	--
130	Industrial Park	KSF	6.83	50%	50%	0.82	82%	18%	0.85	21%	79%
140	Manufacturing	KSF	3.82	50%	50%	0.73	78%	22%	0.73	36%	64%
150	Warehousing	KSF	3.56	50%	50%	0.30	79%	21%	0.32	25%	75%
151	Mini-Warehouse	KSF	1.65	50%	50%	0.11	52%	48%	0.19	53%	47%
152	High-Cube Warehouse/Distribution Center	KSF	1.68	50%	50%	0.11	69%	31%	0.12	31%	69%
160	Data Center	KSF	0.99	50%	50%	0.09	52%	48%	0.09	21%	79%
170	Utilities	KSF	--	--	--	0.76	90%	10%	0.76	15%	85%
<b>General Commercial/Retail/Office</b>											
820	Shopping Center	KSF	42.70	50%	50%	0.96	62%	38%	3.71	48%	52%
826	Specialty Retail Center	KSF	44.32	50%	50%	--	--	--	2.71	44%	56%
710	General Office Building	KSF	11.03	50%	50%	1.56	88%	12%	1.49	17%	83%
715	Single Tenant Office Building	KSF	11.65	50%	50%	1.80	89%	11%	1.74	15%	85%
720	Medical-Dental Office Building	KSF	36.13	50%	50%	2.39	79%	21%	3.57	28%	72%
750	Office Park	KSF	11.42	50%	50%	1.71	89%	11%	1.48	14%	86%
760	Research & Development Center	KSF	8.11	50%	50%	1.22	83%	17%	1.07	15%	85%
770	Business Park	KSF	3.44	50%	50%	0.43	85%	15%	0.39	20%	80%
<b>Recreational</b>											
411	City Park	Ac	1.89	50%	50%	4.50	56%	44%	3.50	57%	43%

Notes:  
 [1] Trip Generation (9<sup>th</sup> Edition), Volumes II & III, Institute of Transportation Engineers.  
 -- Trip generation data



**Table 3**  
**Revised Trip Generation Rates Developed for**  
**Land Use Designations in the City of Colton**

Land Use Designation		Unit	Trip Rates								
			Daily			AM Peak Hour			PM Peak Hour		
LU Code	LU Type		Total	In (%)	Out (%)	Total	In (%)	Out (%)	Total	In (%)	Out (%)
<b>Residential Uses</b>											
VLDR	Very Low Density Residential	DU	9.52	50%	50%	0.75	25%	75%	1.00	63%	37%
LDR	Low Density Residential	DU	9.52	50%	50%	0.75	25%	75%	1.00	63%	37%
MDR	Medium Density Residential	DU	7.31	50%	50%	0.58	22%	78%	0.72	63%	37%
HDR	High Density Residential	DU	5.01	50%	50%	0.36	24%	76%	0.44	62%	38%
<b>Non-residential Uses</b>											
GC	General Commercial	KSF	25.38	50%	50%	1.68	80%	21%	2.63	27%	73%
NC	Neighborhood Commercial	KSF	16.82	50%	50%	1.12	86%	14%	1.41	23%	77%
IP	Industrial Park	KSF	6.83	50%	50%	0.82	82%	18%	0.85	21%	79%
LI	Light Industrial	KSF	4.78	50%	50%	0.65	82%	18%	0.67	24%	76%
OS-R	Open Space Recreational	Ac	8.00*	50%	50%	4.50	56%	44%	3.50	57%	43%

\*Note: Due to limited available data, the daily rate is comprised of the combined AM and PM peak hour trip generation rates.

In order to assist the City in determining the potential for traffic impacts on the surrounding street system, the cumulative developments were considered as a singular “project” alternative. This scenario assumes a maximum allowable density/intensity of each site—based on dwelling units (DU for residential type projects) or maximum floor area ratio (FAR for non-residential developments)—in accordance with the allowable intensity/density thresholds provided in the City of Colton’s Land Use Element, shown in **Table 4**.

As shown in **Table 5**, below, the representative trip generation rates from Table 4 were then applied to each land use under the existing and proposed maximum sizes and intensities of the proposed developments, in order to estimate the corresponding trip generation change due to the land use re-designations proposed by the City. The trip generation rates are based on data derived from ITE’s current standardized *Trip Generation Manual*.

The incremental (net) changes in developmental trips, calculated as the balance of the Existing General Plan and the proposed land use/trip generation conditions, are summarized below in Table 5.





**Table 4**  
**Development Density/Intensity Requirements for Applicable GP Land Uses**

Land Use Designation	LU Code	Density/Intensity <sup>[1]</sup>				Description / Sample Uses
		Unit <sup>[2]</sup>	Range		Avg.	
			Min	Max		
<b>Residential Uses</b>						
Very Low Density Residential	VLDR	DU/Ac	0.1	2.0	1.0	Characterized generally by single-family detached homes on large, individual lots in areas where terrain, access, and the presence of natural resources may limit the extent to which development can occur (e.g., hillside area).
Low Density Residential	LDR	DU/Ac	2.1	8.0	5.0	Characterized generally by single-family detached homes on individual lots that form a cohesive neighborhood (e.g., residential subdivisions).
Medium Density Residential	MDR	DU/Ac	8.1	16.0	12.0	Characterized generally by detached and attached single-family homes on small lots, alley-loaded homes, duplexes, triplexes, townhouses and condominiums with common open space and small private patios or yards.
High Density Residential	HDR	DU/Ac	16.1	22.0	19.0	Multi-family housing with higher intensities, including condos, apartments, stacked flats, and senior housing.
<b>Non-residential Uses</b>						
General Commercial	GC	FAR	-	0.5	0.5	Wide range of retail and commercial services, professional offices, and medical facilities, supporting higher-intensity commercial uses (e.g., fast-food and sit-down restaurants, offices, auto services, community retail centers).
Neighborhood Commercial	NC	FAR	-	1.0	1.0	Variety of retail, office and service-oriented business activities that serve the local neighborhood area and population. Incorporates a smaller scale, with lower intensity for compatibility with the character of surrounding residential neighborhoods.
Industrial Park	IP	FAR	-	0.5	0.5	Single- and multi-tenant office and industrial buildings that house professional offices, R&D, light industrial and similar uses.
Light Industrial	LI	FAR	-	0.5	0.5	Various fabrication, manufacturing, assembly, distribution and warehouse uses compatible with nearby commercial and residential districts.
Railroad Utility	RU	n/a	n/a	n/a	n/a	Railroad corridors, energy transmission and utility lines.
Open Space Recreational	OS-R	n/a	n/a	n/a	n/a	Outdoor parks, recreational activity fields, trails, passive areas.

**Notes:**

- <sup>[1]</sup> Per the City of Colton Land Use Element.
- <sup>[2]</sup> DU/Ac - Dwelling Units per Acre; FAR - Floor Area Ratio.





**Table 5**  
**Incremental (Net) Change in General Plan Trips\***

Site No.	Trip Generation - Maximum Allowable Density													
	Existing Condition					Proposed Conditions**					Net Change			
	Land Use	Size	Daily	AM	PM	Land Use	Density / intensity	Daily	AM	PM	Daily	AM	PM	
1-a1	IP	16.92 Ac	2,517	302	313	HDR	22.00 DU/Ac	1,865	134	164	-652	-168	-149	
	In		1,258	248	66	In		932	32	102	-326	-216	36	
	Out		1,258	54	247	Out		932	102	62	-326	48	-185	
1-a2	IP	3.00 Ac	446	54	56	NC	0.50 FAR	1,099	73	92	653	20	37	
	In		223	44	12	In		550	63	21	326	19	9	
	Out		223	10	44	Out		550	10	71	326	0	27	
1-b	IP	4.80 Ac	714	86	89	HDR	22.00 DU/Ac	529	38	46	-185	-48	-42	
	In		357	70	19	In		265	9	29	-92	-61	10	
	Out		357	15	70	Out		265	29	18	-92	14	-52	
1-c	IP	4.54 Ac	675	81	84	VLDR	2.00 DU/Ac	86	7	9	-589	-74	-75	
	In		338	66	18	In		43	2	6	-294	-64	-12	
	Out		338	15	66	Out		43	5	3	-294	-10	-63	
1-d	IP	0.74 Ac	110	13	14	RU	-	0	0	0	-110	-13	-14	
	In		55	11	3	In		0	0	0	-55	-11	-3	
	Out		55	2	11	Out		0	0	0	-55	-2	-11	
1-e	IP	0.01 Ac	1	0	0	RU	-	0	0	0	-1	0	0	
	In		1	0	0	In		0	0	0	-1	0	0	
	Out		1	0	0	Out		0	0	0	-1	0	0	
2	LI	3.56 Ac	371	50	52	GC	0.50 FAR	1,968	130	204	1,697	80	152	
	In		185	41	12	In		984	104	55	799	63	43	
	Out		185	9	39	Out		984	27	149	799	18	110	
3-a	LI	6.15 Ac	640	87	90	MDR	16.00 DU/Ac	719	57	71	79	-30	-19	
	In		320	71	22	In		360	13	45	40	-58	23	
	Out		320	16	68	Out		360	45	26	40	29	-42	
3-b	LDR	1.39 Ac	106	8	11	OS-R	1.00 FAR	8	5	4	-98	-4	-8	
	In		53	2	7	In		4	3	2	-49	1	-5	
	Out		53	6	4	Out		4	2	2	-49	-4	-2	
											<b>Total</b>	<b>Daily:</b>	<b>AM:</b>	<b>PM:</b>
												<b>694</b>	<b>-238</b>	<b>-119</b>
											<b>In</b>	<b>347</b>	<b>-327</b>	<b>101</b>
											<b>Out</b>	<b>347</b>	<b>93</b>	<b>-218</b>

\* Maximum Allowable Density  
 \*\* Provided by the City of Colton in SF, converted to acreage.  
 LU – Land Use  
 DU/Ac – Dwelling Units per Acre  
 FAR – Floor Area Ratio

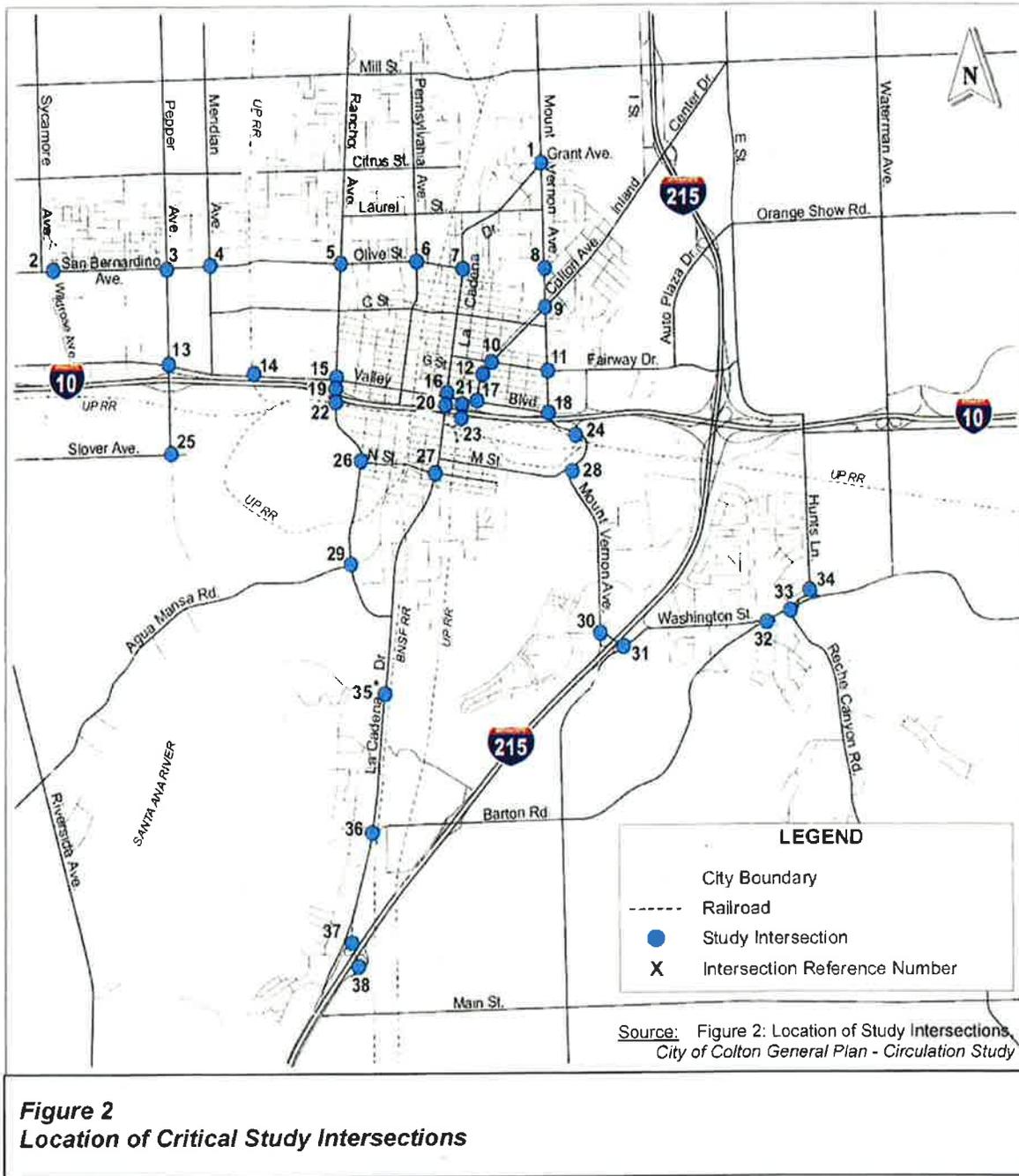


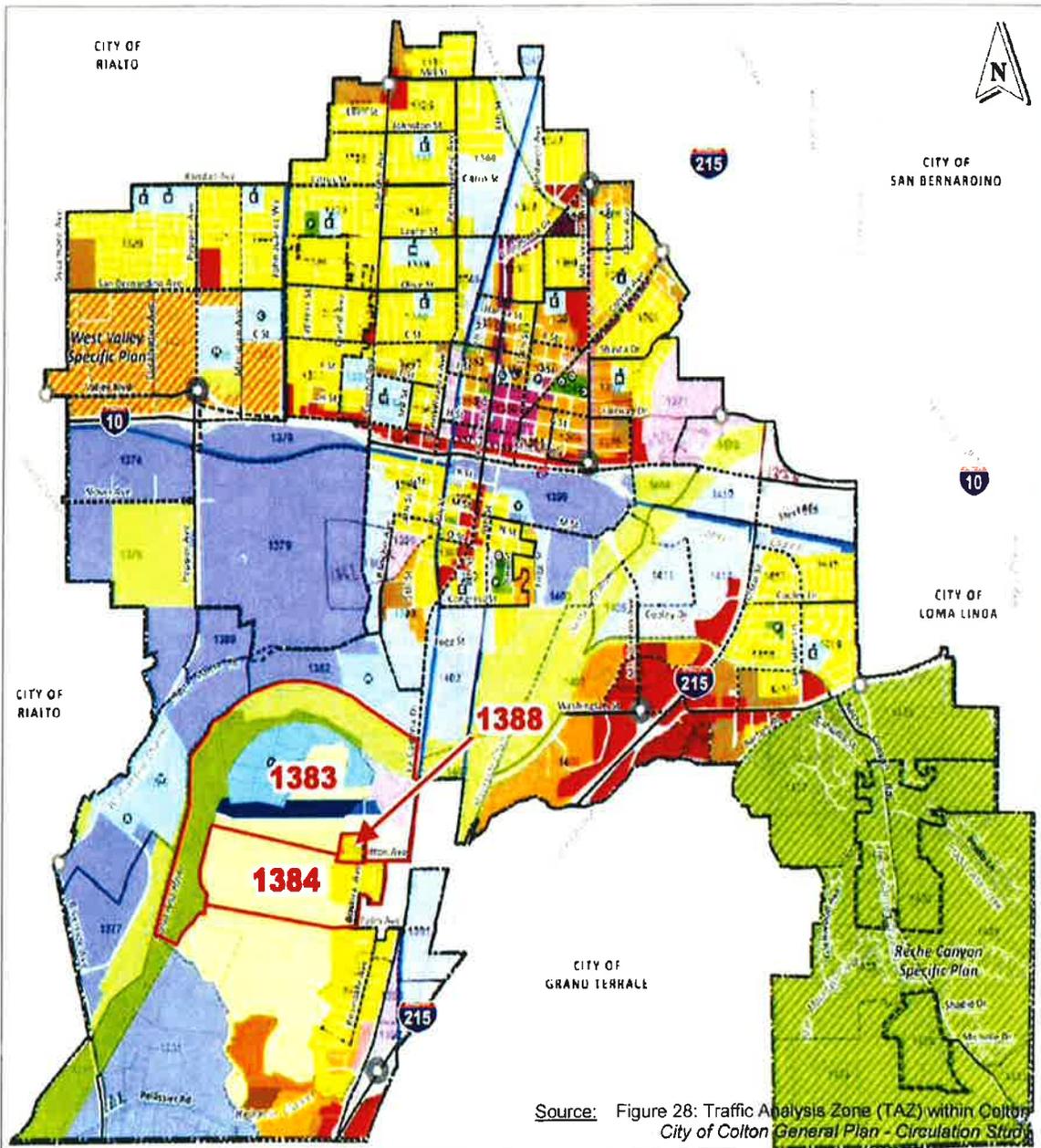
The findings shown in Table 5 indicate that while the proposed land use changes to the General Plan Update would result in +694 additional daily, two-way trips, the net change in AM and PM peak hour trips will decrease and is therefore estimated to yield a less-than-significant peak hour traffic impact on the surrounding street system. The net change in peak hour trips due to the land use changes is -238 hourly vehicle trips and -119 hourly vehicle trips during the weekday AM and PM peak hours, respectively.

The principal cause of this net trip reduction is the proposed change in land use for several of the project sites from non-residential to residential use. Since the density and trip generation rates for Very Low, Medium and High Density Residential land uses are on the whole lower than the intensity and trip generation rates for the non-residential uses outlined in the existing General Plan, the result is that of a lower overall trip generation during the AM and PM peak hours. It is therefore concluded that the proposed land use changes would not significantly impact any of the critical study intersections analyzed in the EIR for the GP Update (shown in **Figure 2**, below) during the weekday peak hours.

It is acknowledged that the cumulative "project" will yield a net increase in daily (two-way) trips on the surrounding roadway network. The majority of these added trips will occur in the south portion of the study area, west of South La Cadena Drive in the vicinity of TAZs 1383, 1384 and 1388 (see **Figure 3**). At this time there are no site-specific project plans for these sites; therefore, project layouts, driveway locations, intersection modifications, land use types, or exact intensities are unknown, and on-going development proposals for these properties must be reviewed on a case-by-case basis as they arise to ensure that the future roadway capacities are not overloaded by the projected daily traffic anticipated to travel through these zones.







Source: Figure 28: Traffic Analysis Zone (TAZ) within Colton  
 City of Colton General Plan - Circulation Study

**Figure 3**  
**Location of Traffic Analysis Zones (TAZ) 1383, 1384 and 1388**

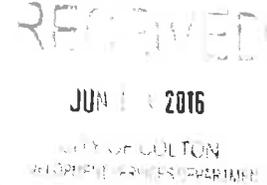
**DAP-001-277**  
**ATTACHMENT 7**

**Walter Ron Kemper**  
**Broker/ Property Manager**  
**1770 N. Arrowhead Ave. Suite B**  
**San Bernardino, CA 92405**  
**909-882-3393 Fax 909-882-3230**

June 9, 2016

Steve Gonzales, Associate Planner  
City of Colton Development Services  
659 North La Cadena Drive  
Colton CA 92324

[sgonzales@ci.colton.ca.us](mailto:sgonzales@ci.colton.ca.us)



RE: 0275-192-06 & 0163-361-14 & 15  
Owner: Highland Service Corporation  
File Index Number : DAP-001-277

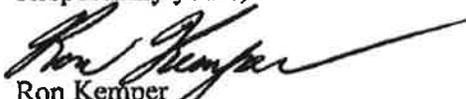
Attn: Mr. Gonzales:

The owners of the subject parcels are opposing the SDA-O Zone change. This property is currently in escrow. The buyer is purchasing the property with intent to use property as it is currently zoned.

The subject properties are buffered from neighboring residential properties on the north by the Santa Ana River bed and industrial Zoned properties; on the east by La Cadena Blvd, the rail road and industrial zoned properties. The South & West sides are buffered by 485 feet of utility easement and a 40 foot +/- elevation differential.

It is the owner's position that the zoning should remain the same and the City should not compromise the sale of subject property.

Respectfully yours,

  
Ron Kemper  
Broker/Property Manager  
[ron@ronkemper.com](mailto:ron@ronkemper.com)

**From:** David Mlynarski [mailto:david.mlynarski@transtech.org]  
**Sent:** Wednesday, July 06, 2016 9:12 AM  
**To:** Jay Jarrin  
**Cc:** Mark Tomich; Bill Smith  
**Subject:** Proposed Land Use Change - La Cadena Avenue

Gentlemen:

Please find the attached letter from one of our Clients relating to a proposed land use change.

We ran across this aerial photo with the heading regarding a fire training facility. We have no idea why this exhibit was titled like this but though it provided some good details about the surrounding area.

The subject property is only the acreage on the west side of La Cadena Avenue although the owner (in-escrow) has an 'option' on the Grand Terrace acreage as well.

We look forward to discussing this with you.

Thank you for your time and interest.

---

David Mlynarski  
Principal



**Civil Engineering and Construction Management**

**Corporate Office**

13367 Benson Avenue

Chino, CA 91710

T: (909) 595-8599 ext: 106      F: (909) 595-8863      C: (909) 841-0071

**San Bernardino Office**

413 MacKay Dr.

San Bernardino | CA 92408

T: (909) 384-7464 ext: 106      F: (909) 384-7475

**Big Bear Lake Office**

T: (909) 866-8400      F: (909) 866-8411

E: [David.Mlynarski@Transtech.org](mailto:David.Mlynarski@Transtech.org)

W: [Transtech.org](http://Transtech.org)

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Please consider the environment before printing this e-mail

July 4, 2016  
City of Colton  
650 N La Cadena Avenue  
Colton, CA 92324

RECEIVED

JUL 04 2016

CITY OF COLTON  
VEI BUSINESS CENTER

**Re: General Plan Land Use Update  
Area 8 – APN's 0275-192-06 and 07 & APN's 0163-361-14 and 15  
Approximately 21 acres (total)**

Honorable Chairman and Members of the Planning Commission:

My name is Patrick O'Brien and I am in escrow to purchase the subject parcels noted above from Mr. Christopher Crawford. I am writing this letter to your attention requesting that the proposed 'land use change/amendment' being considered for the subject parcels of land be reconsidered. I am in agreement with the current property owner to not change the land use or zoning of the properties.

I have been in escrow since June 7th. I was unaware of the proposed land use/ zoning change being considered by the City as a result of the August 20, 2013 adoption of Resolution No. R-69-13. Further, the current property owner did not inform me of this pending action, nor was he aware of this pending action.

The subject property has been zoned Industrial Park (I-P) for many years. The area adjacent to the subject property provides for access to the old landfill site located westerly of the subject property. The property is also adjacent to the Santa Ana River, a rail system and heavily traveled La Cadena Avenue.

A 360-foot wide utility corridor that runs east/west through the center of the property 'encumbers' the 25 acres. This utility corridor and surrounding area is under the jurisdiction of Southern California Edison (SCE) and is a 'major' transmission line system. In preliminary communications with SCE and Dr. Kolk of the Colton Utility Department it is estimated that the cost to relocate and/or underground this utility is in the millions of dollars and could be very difficult to accomplish.

I realize now (after a brief meeting a few days ago with one of the City Planners) that direction was given to staff to consider alternative land uses for this property and that a 'study' was completed, which recommended other land use such as residential, and retail/commercial. I am not confident that these land uses and the amount of acreage being recommended for each of them is justifiable for the following reasons:

1. There is not enough activity / development in the general area to support major retail. If there was a market demand and absorption study completed I would like to obtain a copy for review.

2. The proximity of major transmission lines is not conducive to residential development. There is great liability to develop residential in close proximity to both major transmission lines and landfill sites.
3. The existing transmission easement prohibits use for any activity accessible by the public. Public parking (for example, a retail center) is also prohibited within this easement area. The easement area is approximately 7 acres in size and this area needs to be recovered for a use permitted by all regulators.
4. The area both north and south of the subject property is developed as different types of light industrial uses. This land use pattern is significant and allows for land use types that are complementary with existing constraints and traffic patterns feeding off of major transportation corridors.

I have invested considerable amount of time and financial resources to date with the intention of developing the subject property and making a significant contribution to the city. I am in agreement with the current property owner and am respectfully requesting that the land uses being proposed for the subject property be reconsidered and to leave the current IP zoning/ land use intact.

In closing, I am only 60 days from closing escrow. Once I am in an ownership position I plan on looking at various types of businesses and operations that will be able to take advantage of the full use of the property. I am happy to meet with city staff and discuss the best methods of developing this property and bring about a project that will enhance the surrounding community to the greatest extent possible.

Thank you in advance for your thoughtful consideration of my request.

Very truly yours,

**Patrick O'Brien**

CC: Councilman Isaac Suchil, District 6  
Mark Tomich, Director of Development Services  
Bill Smith, City Administrator



RECEIVED

JUL 06 2016

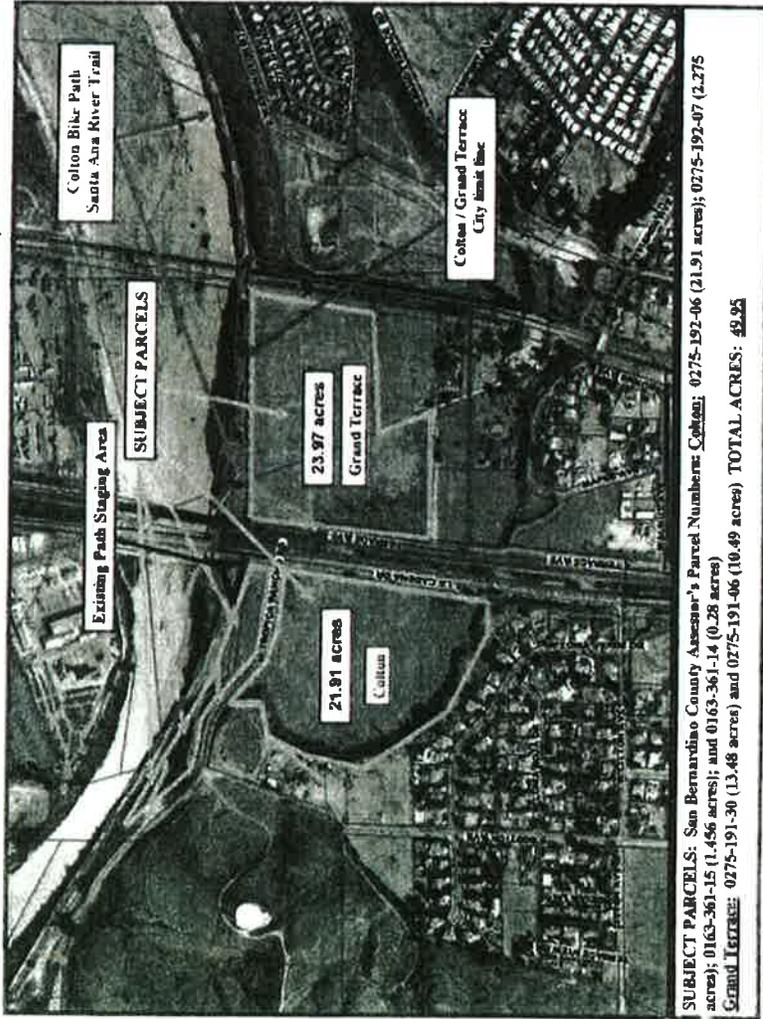
CITY OF COLTON  
DEVELOPMENT SERVICES

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### PROPOSED SITE FOR REGIONAL FIRE TRAINING FACILITIES - Colton, CA



2:55 PM  
6/22/2016

**DAP-001-277**  
**ATTACHMENT 8**

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**RESOLUTION NO. 21-16**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF COLTON RECOMMENDING THAT THE CITY COUNCIL OF THE CITY OF COLTON AMEND THE COLTON MUNICIPAL CODE TO AMEND OF CHAPTER 18.30 OF TITLE 18 (ZONING) OF THE COLTON MUNICIPAL CODE, PERTAINING TO THE SDA-O, SENSITIVE DEVELOPMENT AREA OVERLAY, ZONE, AND THE ZONING MAP TO APPLY THE SDA-O ZONE TO CERTAIN PROPERTIES AND REZONE THREE INDUSTRIALLY ZONED AREAS TO OTHER ZONES, AND ADOPT A NEGATIVE DECLARATION. (FILE INDEX NO. DAP-001-277)**

**WHEREAS**, the Planning Commission of the City of Colton (“Planning Commission”) held a public hearing, after giving published notice, on July 12, 2016 to consider recommendations to the City Council of a City-initiated Amendment to the Colton Municipal Code and Amendment to the Official Zoning Map (hereinafter “Text and Map Amendments”) for the following:

- (a) the amendment of Chapter 18.30 of Title 18 (Zoning) of the Colton Municipal Code pertaining to the SDA-O, Sensitive Development Area Overlay, zone,
- (b) applying the SDA-O zone, with the underlying zone to remain unchanged, for the following parcels:
  - 1) Parcels zoned M-1, Light Industrial, bounded by Ranch Avenue to the west, K Street to the north, M Street to the south, and Third Street to the east, and located at 223,225,275 S Rancho Ave (3 parcels) – APN 0163-051-11, -27, & -30 – identified as “Area 1”.
  - 2) Parcels zoned M-1, Light Industrial, bounded by K Street to the north, Seventh Street to the east, the BNSF Railroad line to the west, and a public alley to the south, and located at 105, 143 S 7<sup>th</sup> Street; 240, 248, 252, 264, 274, 294 West K Street (8 parcels)- APN 0163-071-12,-13,-14,-15,-16,-17,-18,-19 - identified as “Area 2”.
  - 3) Parcels zoned M-2, Heavy Industrial, bounded by K Street to the north, Ninth Street to the east, the “C-2” zoned properties to the west, and a public alley to the south, and located at 134, 148, 162, ~174, 190 East K St (5 parcels) – APN 0163-081-12,-13,-14,-15,-16 – identified as “Area 3”.
  - 4) Parcels zoned I-P, Industrial Park, bounded by Fogg Street to the east, M Street to the north, Congress St to the south, and properties zoned “C-1”, “R-1” and “R-2” to the west, and located at 551, 555 S Fogg St, ~402,452,454,502 S 12<sup>th</sup> St, 500 E M St - APN 0163-232-01,-02,-24; 0163-135-01,-03,-04; 0163-141-17 (7 parcels)– identified as “Area 4”.
  - 5) Parcels zoned I-P, Industrial Park, bounded by Rancho Avenue to the west, Cement Plant Road/Georgia Avenue to the south, O Street to the north, and an abandoned railroad spur to the east, and located at 500, 620, 680 S Rancho Av; 510, 555, 565, 575, 585 W Birch St; ~550 Maple St –APN 0163-161-39,-45,-46,-47,-48,-49,-50,-65,-66 (9 parcels) identified as “Area 5”.
  - 6) Parcel zoned M-1, Light Industrial bounded by La Cadena Drive to the west, Congress Street to the south, R-1 zoned properties to the east, and the BNSF

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- railroad line to the west, and located at 309 W Congress St, APN 0163-202-21 (1 parcel) identified as “Area 6”.
- 7) One parcel zoned M-1, Light Industrial, abutting “R-2” zoned properties to the west, bounded by Agua Mansa Road to the north and Fifth Street to the east, and located at 430 W Agua Mansa, APN 0163-261-34 - identified as part of “Area 7”.
  - 8) One parcel zoned M-1, Light Industrial, abutting “R-2” zoned properties to the north, bounded by La Cadena Drive to the east and Fifth Street to the west identified as APN 0163-271-25 ( ~1089 S La Cadena) identified as part of “Area 7”.

(c) Amending the Official Zoning Map to change the zoning classifications for the following parcels:

- 1) Proposed change from I-P, Industrial Park, to other zoning classifications for parcels bounded by the Santa Ana River to the north, La Cadena Drive to the east, Loma Verde residential tract to the south, and the Colton Landfill to the west consisting of the following:
  - APN 0275-192-06 (~1601 S La Cadena Dr; southwest corner of La Cadena & Tropico Ranch Road) – identified as “Area 8a”. Change from I-P, Industrial Park to C-1, Neighborhood Commercial for a 3-acre portion of the parcel at the northeast corner of the parcel measuring 400 feet along La Cadena Drive and 325 feet along the north lot line. Change from I-P, Industrial Park to R-3/R-4, Multiple-Family Residential for the ~17-acre remainder portion of the parcel.
  - APN 0275-192-07 & 0163-361-14 & 15 (~1501 S La Cadena Dr) – identified as “Area 8b”. Change from I-P, Industrial Park to R-3/R-4, Multiple-Family Residential
  - APN 0275-192-03 (~11585 S Bostick/~1600 S Bostick) – identified as “Area 8c”. Change from I-P, Industrial Park to V-L, Very Low Density Residential
  - APN 0275-192-02, -04 (~1701 S Bostick) - identified as “Area 8d”. Change from I-P, Industrial Park to R-U, Railroad Utility
- 2) Proposed change from M-1, Light Industrial to C-2, General Commercial for the parcel bounded by La Cadena Drive to the west, Fogg Street to the south and BNSF railroad line to the east, and located at 1070 S La Cadena Drive - APN 0163-273-07 - identified as “Area 9”.
- 3) Proposed change from M-1, SDA-O - Light Industrial, Sensitive Development Area-Overlay to R-2, Medium Density Residential for parcel bounded by O Street to the north, Congress Street to the south, the Ninth Street railroad spur line to the west, and Veterans Park to the east, and located at 234 E O Street - APN 0163-221-39 - identified as “Area 10a”.
- 4) Proposed Change from R-1, Low Density Residential, to OS-R, Open Space-Recreation for parcel bounded by Congress Street to the south, “M-1” zoned property to the west, Veterans Parks to the north, and “R-1” zoned properties to the east, and located at 271 E Congress – APN 0163-221-35 - identified as “Area 10b”.

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the east, and located at 271 E Congress – APN 0163-221-35 - identified as “Area 10b” on attached map exhibits.

**WHEREAS**, the Planning Commission directed staff to exclude recommendations on Areas 6, 9, and 10 from this resolution and to prepare separate resolution for Areas 6, 9, and 10; and

**WHEREAS**, the Planning Commission recommendations were unanimous, except in regard to Area 1 with Commissioners Grossich and Larson dissenting;

**WHEREAS**, the Planning Commission, following the conclusion of said hearing, the Planning Commission adopted Resolution No. R-21-16, recommending approval to the City Council of an Ordinance for Text and Map Amendments relating to Areas 1, 2, 3, 4, 5, 7, and 8, as described above; and

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

**NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF COLTON:**

**SECTION 1.** The Planning Commission hereby adopts the recitals and findings with respect to the Ordinance prepared for the **Text and Map Amendments**, as set forth in the attached Exhibit “A” as if fully set forth herein.

**SECTION 2.** The Planning Commission of the City of Colton, in accordance with the California Environmental Quality Act (CEQA), finds that, based on the basis of an Initial Study prepared to assess environmental impacts of the project, the project would not create any significant adverse impacts on the environment and a Negative Declaration (ND) has been prepared to meet CEQA requirements.

**SECTION 3.** The Planning Commission hereby recommends that the City Council of the City of Colton (“City Council”) adopt the Ordinance as it relates relating to Areas 1, 2, 3, 4, 5, 7, and 8, including excluding the proposed zone changes to Areas 5 and 8 which shall retain their existing zoning, in substantially the form attached hereto as Exhibit “A,” which is incorporated by reference.

**SECTION 4.** The Secretary shall certify the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 12th day of July, 2016.

  
Richard Prieto  
Planning Commission Chairperson

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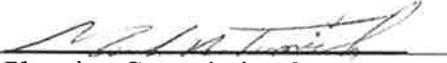
  
\_\_\_\_\_  
Planning Commission Secretary  
Mark R. Tomich, AICP

**CERTIFICATION**

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

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Planning Commission of the City of Colton at a meeting held on July 12, 2016, by the following vote of the Planning Commission:

AYES (4): Archuleta, Arrieta, Larson, Prieto  
NOES (0):  
ABSENT (1): Granado-Dominguez  
ABSTAIN (2): Delgado, Grossich

  
\_\_\_\_\_  
Planning Commission Secretary  
Mark R. Tomich, AICP

**EXHIBIT A**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLTON AMENDING THE COLTON MUNICIPAL CODE TO AMEND OF CHAPTER 18.30 OF TITLE 18 (ZONING) OF THE COLTON MUNICIPAL CODE, PERTAINING TO THE SDA-O, SENSITIVE DEVELOPMENT AREA OVERLAY, ZONE, AND THE ZONING MAP TO APPLY THE SDA-O ZONE TO CERTAIN PROPERTIES AND REZONE THREE INDUSTRIALLY ZONED AREAS TO OTHER ZONES, AND ADOPT A NEGATIVE DECLARATION. (FILE INDEX NO. DAP-001-277)**

**WHEREAS**, local governments are authorized by Section 65350 of California Government Code et seq to prepare, adopt and amend general plans, and by Government Code Section 65800 et seq to prepare, adopt, and amend zoning ordinance which is consistent with the general plan; and

**WHEREAS**, comprehensive updates to the Land Use Element, Housing Element, and Circulation (“Mobility”) Element of the City of Colton General Plan (hereinafter “General Plan Update”) were initiated and prepared by the City of Colton; and

**WHEREAS**, on August 20, 2013, the City Council of the City of Colton (hereinafter “City of Colton”) adopted Resolution No. 61-13 approving the General Plan Update; and

**WHEREAS**, also on August 20, 2013, the City Council adopted Resolution No. 69-13 providing follow-up direction to staff regarding implementation of the General Plan Update; and

**WHEREAS**, while certain items noted on Resolution No. 69-13 have been implemented, a city-initiated application for an **Amendment to the Zoning Map** the reclassification of three industrially zoned areas to other zones (hereinafter “General Plan Update Follow-Up”) was initiated as a project (File Index No. DAP-001-277); and

**WHEREAS**, the project was expanded to include **Amendments to the Zoning Map and the Zoning Code**, initiated as part of another Amendment (File Index No. DAP-001-184), relating to the SDA-O, Sensitive Development Area Overlay, including applying additional properties to the SDA-O zone and amending Chapter 18.30 of Title 18 of the Colton Municipal Code, pertaining to the SDA-O zone (hereinafter “SDA Expansion”); and

**WHEREAS**, the Planning Commission of the City of Colton (“Planning Commission”) held a public hearing, after giving published notice, on July 12, 2016 to consider recommendations to the City Council of a City-initiated Amendment to the Colton Municipal Code and Amendment to the Official Zoning Map (hereinafter “Text and Map Amendments”) for the following:

- (a) the amendment of Chapter 18.30 of Title 18 (Zoning) of the Colton Municipal Code pertaining to the SDA-O, Sensitive Development Area Overlay, zone,
- (b) applying the SDA-O zone, with the underlying zone to remain unchanged, for the following parcels:

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- 1) Parcels zoned M-1, Light Industrial, bounded by Ranch Avenue to the west, K Street to the north, M Street to the south, and Third Street to the east, and located at 223,225,275 S Rancho Ave (3 parcels) – APN 0163-051-11, -27, & -30 – identified as “Area 1” on attached map exhibits.
- 2) Parcels zoned M-1, Light Industrial, bounded by K Street to the north, Seventh Street to the east, the BNSF Railroad line to the west, and a public alley to the south, and located at 105, 143 S 7<sup>th</sup> Street; 240, 248, 252, 264, 274, 294 West K Street (8 parcels)- APN 0163-071-12,-13,-14,-15,-16,-17,-18,-19 - identified as “Area 2” on attached map exhibits.
- 3) Parcels zoned M-2, Heavy Industrial, bounded by K Street to the north, Ninth Street to the east, the “C-2” zoned properties to the west, and a public alley to the south, and located at 134, 148, 162, ~174, 190 East K St (5 parcels) – APN 0163-081-12,-13,-14,-15,-16 – identified as “Area 3” on attached map exhibits.
- 4) Parcels zoned I-P, Industrial Park, bounded by Fogg Street to the east, M Street to the north, Congress St to the south, and properties zoned “C-1”, “R-1” and “R-2” to the west, and located at 551, 555 S Fogg St, ~402,452,454,502 S 12<sup>th</sup> St, 500 E M St - APN 0163-232-01,-02,-24; 0163-135-01,-03,-04; 0163-141-17 (7 parcels)– identified as “Area 4” on attached map exhibit.
- 5) Parcels zoned I-P, Industrial Park, bounded by Rancho Avenue to the west, Cement Plant Road/Georgia Avenue to the south, O Street to the north, and an abandoned railroad spur to the east, and located at 500, 620, 680 S Rancho Av; 510, 555, 565, 575, 585 W Birch St; ~550 Maple St –APN 0163-161-39,-45,-46,-47,-48,-49,-50,-65,-66 (9 parcels) identified as “Area 5” on attached map exhibit.
- 6) Parcel zoned M-1, Light Industrial bounded by La Cadena Drive to the west, Congress Street to the south, R-1 zoned properties to the east, and the BNSF railroad line to the west, and located at 309 W Congress St, APN 0163-202-21 (1 parcel) identified as “Area 6” on attached map exhibit.
- 7) One parcel zoned M-1, Light Industrial, abutting “R-2” zoned properties to the west, bounded by Agua Mansa Road to the north and Fifth Street to the east, and located at 430 W Agua Mansa, APN 0163-261-34 - identified as part of “Area 7” on attached map exhibit.
- 8) One parcel zoned M-1, Light Industrial, abutting “R-2” zoned properties to the north, bounded by La Cadena Drive to the east and Fifth Street to the west identified as APN 0163-271-25 ( ~1089 S La Cadena) identified as part of “Area 7” on attached map exhibit.

(c) Amending the Official Zoning Map to change the zoning classifications for the following parcels:

- 1) Proposed change from I-P, Industrial Park, to other zoning classifications for parcels bounded by the Santa Ana River to the north, La Cadena Drive to the east, Loma Verde residential tract to the south, and the Colton Landfill to the west consisting of the following:
  - APN 0275-192-06 (~1601 S La Cadena Dr; southwest corner of La Cadena & Tropico Ranch Road) – identified as “Area 8a” on attached map exhibits. Change from I-P, Industrial Park to C-1, Neighborhood

- 1 exhibits. Change from I-P, Industrial Park to C-1, Neighborhood  
2 Commercial for a 3-acre portion of the parcel at the northeast corner of the  
3 parcel measuring 400 feet along La Cadena Drive and 325 feet along the  
4 north lot line. Change from I-P, Industrial Park to R-3/R-4, Multiple-  
5 Family Residential for the ~17-acre remainder portion of the parcel.
- 6 • APN 0275-192-07 & 0163-361-14 & 15 (~1501 S La Cadena Dr) –  
7 identified as “Area 8b” on attached map exhibits. Change from I-P,  
8 Industrial Park to R-3/R-4, Multiple-Family Residential
  - 9 • APN 0275-192-03 (~11585 S Bostick/~1600 S Bostick) – identified as  
10 “Area 8c” on attached map exhibits. Change from I-P, Industrial Park to  
11 V-L, Very Low Density Residential
  - 12 • APN 0275-192-02, -04 (~1701 S Bostick) - identified as “Area 8d” on  
13 attached map exhibits. Change from I-P, Industrial Park to R-U, Railroad  
14 Utility
- 15 2) Proposed change from M-1, Light Industrial to C-2, General Commercial for the  
16 parcel bounded by La Cadena Drive to the west, Fogg Street to the south and  
17 BNSF railroad line to the east, and located at 1070 S La Cadena Drive - APN  
18 0163-273-07 - identified as “Area 9” on attached map exhibits.
- 19 3) Proposed change from M-1, SDA-O - Light Industrial, Sensitive Development  
20 Area-Overlay to R-2, Medium Density Residential for parcel bounded by O  
21 Street to the north, Congress Street to the south, the Ninth Street railroad spur  
22 line to the west, and Veterans Park to the east, and located at 234 E O Street -  
23 APN 0163-221-39 - identified as “Area 10a” on attached map exhibits.
- 24 4) Proposed Change from R-1, Low Density Residential, to OS-R, Open Space-  
25 Recreation for parcel bounded by Congress Street to the south, “M-1” zoned  
26 property to the west, Veterans Parks to the north, and “R-1” zoned properties to  
27 the east, and located at 271 E Congress – APN 0163-221-35 - identified as “Area  
28 10b” on attached map exhibits.

**WHEREAS**, the staff report accompanying this resolution is found to be true, adopted as Findings and incorporated in this resolution; and

**WHEREAS**, the Planning Commission directed staff to prepare separate resolutions relating to recommendations on Areas 6, 9, and 10, as described above; and

**WHEREAS**, the Planning Commission, following the conclusion of said hearing, the Planning Commission adopted Resolution No. R-21-16, recommending approval to the City Council of an Ordinance for Text and Map Amendments relating to Areas 1, 2, 3, 4, 5, 7, and 8, as described above; and adopted Resolution No. R-22-16 recommending to the City Council the approval of the proposed project regarding recommendations relating to Areas 6, 9, and 10, as described above; and

**WHEREAS**, the Planning Commission recommended approval of the project, as original described, except for the proposed zone changes to Area 5, 8, and 10a and, instead, recommended that the zoning for these areas remain unchanged; and

1           **WHEREAS**, pursuant to the Guidelines for the California Environmental Quality Act  
2 (“CEQA”), an Initial Study prepared to assess environmental impacts of the project has  
3 determined that the project would not create any significant adverse impacts on the environment  
and, therefore, a Negative Declaration (ND) has been prepared, and

4           **WHEREAS**, on \_\_\_\_\_, the City Council of the City of Colton (“City  
5 Council”) held a duly noticed public hearing at which time all persons wishing to testify in  
6 connection with the application were heard and the application was comprehensively reviewed.

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

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

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

11           **SECTION 2. General Plan Consistency.** Based on the entire record before the City  
12 Council and all written and oral evidence presented, including the staff report and the findings  
13 made in this Ordinance, the City Council hereby finds and determines that the proposed  
14 Ordinance is consistent with the goals and policies of the City of Colton General Plan, or will be  
15 consistent upon the concurrent adoption of an Amendment to the General Plan, and is reasonably  
16 related to the public welfare of the citizens of the City and surrounding regions. Specifically, the  
provisions of this Ordinance implement General Plan policies and/or reclassifies properties into  
appropriate zoning classifications, which will be consistent with new general plan land use  
designations, which furthers the City’s goals and policies as set forth in the City of Colton  
General Plan, specifically:

- 17           ○ Policy LU-1.1: “Ensure that all new development conforms to all appreciable provisions  
18 of the General Plan and Zoning Code.”

19           The proposed SDA Expansion will require a discretionary review (conditional use permit)  
20 by the Planning Commission for development and uses. The review of conditional use  
21 permits includes adoption of findings that confirm consistency with the General Plan and  
22 Zoning Code. The General Plan Update Follow-Up will be consistent with a concurrent  
approval of an Amendment to the General Plan to provide consistency between the  
General Plan and the Zoning Code.

- 23           ○ Policy LU-1.6: “Ensure that new development projects are compatible with permitted,  
24 well-maintained uses and buildings in the surrounding neighborhood or district.”

25           The proposed SDA Expansion will ensure that development is compatible with  
26 surrounding neighborhood through the additional discretionary (conditional use permit)  
27 review required by the Planning Commission. The General Plan Update Follow-Up will  
28 reclassify properties into classifications that will reduce potential impacts onto  
surrounding neighborhoods.



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Overlay Zone allows the Planning Commission to review proposed industrial uses and impose conditions of approval to ensure compatibility between industrial and residential uses.

18.30.020 Map Designation. This zone shall be in the form of an Overlay Zone and Shall be established only in conjunction with another zone and Shall be Designated on the Official Zoning Map with the symbol SDA together with the underlying zone symbol, i.e., R-1/SDA.

18.30.030 Conditional Use Permit requirements.

- A. Plans for all Development in an SDA Zone Shall be submitted to the Commission for review and Approval under the Conditional Use Permit procedure.
- B. Plans for Development be submitted to the Commission May be proposed as a Master Conditional Use Permit whereby potential future land uses are identified within particular buildings and/or locations within a site or parcel. Subsequent Conditional Use Permits shall not be required for uses within particular buildings and/or locations as identified by an approved Master Conditional Use Permit.
- C. Before approving a proposed Development, the Commission Must find that the Following conditions are satisfied:
  - 1. That the proposed Development is in conformance with the goals, policies and land use designations in the General Plan for that area;
  - 2. That the proposed Development will not impose significant noise, traffic, air quality, aesthetic or other environmental impacts on adjacent or nearby residential neighborhoods that cannot be mitigated to a level of insignificance.
  - 3. That the proposed Development meets all requirements of this title for similar Developments Permitted by right.
- D. In granting a Permit, the Commission May impose certain conditions that in its opinion will assist to safeguard the health, safety and Property values in that zone.
- E. If the Commission so deems necessary, it May refuse to allow a Use which it considers incompatible with adjacent or nearby residential neighborhoods.

2. Applying the SDA-O zone, with the underlying zone to remain unchanged, for the following parcels, which excludes Area 5, as described above:

- A. Parcels zoned M-1, Light Industrial, bounded by Ranch Avenue to the west, K Street to the north, M Street to the south, and Third Street to the east, and located at 223,225,275 S Rancho Ave (3 parcels) – APN 0163-051-11, -27, & -30 – identified as “Area 1” on attached map exhibits.
- B. Parcels zoned M-1, Light Industrial, bounded by K Street to the north, Seventh Street to the east, the BNSF Railroad line to the west, and a public alley to the south, and located at 105, 143 S 7<sup>th</sup> Street; 240, 248, 252, 264, 274, 294 West K Street (8 parcels)- APN 0163-071-12,-13,-14,-15,-16,-17,-18,-19 - identified as “Area 2” on attached map exhibits.

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- C. Parcels zoned M-2, Heavy Industrial, bounded by K Street to the north, Ninth Street to the east, the “C-2” zoned properties to the west, and a public alley to the south, and located at 134, 148, 162, ~174, 190 East K St (5 parcels) – APN 0163-081-12,-13,-14,-15,-16 – identified as “Area 3” on attached map exhibits.
- D. Parcels zoned I-P, Industrial Park, bounded by Fogg Street to the east, M Street to the north, Congress St to the south, and properties zoned “C-1”, “R-1” and “R-2” to the west, and located at 551, 555 S Fogg St, ~402,452,454,502 S 12<sup>th</sup> St, 500 E M St - APN 0163-232-01,-02,-24; 0163-135-01,-03,-04; 0163-141-17 (7 parcels)– identified as “Area 4” on attached map exhibit.
- E. Parcel zoned M-1, Light Industrial bounded by La Cadena Drive to the west, Congress Street to the south, R-1 zoned properties to the east, and the BNSF railroad line to the west, and located at 309 W Congress St, APN 0163-202-21 (1 parcel) identified as “Area 6” on attached map exhibit.
- F. One parcel zoned M-1, Light Industrial, abutting “R-2” zoned properties to the west, bounded by Agua Mansa Road to the north and Fifth Street to the east, and located at 430 W Agua Mansa, APN 0163-261-34 - identified as part of “Area 7” on attached map exhibit.
- G. One parcel zoned M-1, Light Industrial, abutting “R-2” zoned properties to the north, bounded by La Cadena Drive to the east and Fifth Street to the west identified as APN 0163-271-25 ( ~1089 S La Cadena) identified as part of “Area 7” on attached map exhibit.

3. Amending the Official Zoning Map to change the zoning classifications for the following parcels, which excludes Areas 8 and 10a, as described above::

- A. Proposed change from M-1, Light Industrial to C-2, General Commercial for the parcel bounded by La Cadena Drive to the west, Fogg Street to the south and BNSF railroad line to the east, and located at 1070 S La Cadena Drive - APN 0163-273-07 - identified as “Area 9” on attached map exhibits.
- B. Proposed Change from R-1, Low Density Residential, to OS-R, Open Space-Recreation for parcel bounded by Congress Street to the south, “M-1” zoned property to the west, Veterans Parks to the north, and “R-1” zoned properties to the east, and located at 271 E Congress – APN 0163-221-35 - identified as “Area 10b” on attached map exhibits.

**SECTION 5. Invalidity.** 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 6. Effective Date.** This Ordinance shall become effective thirty (30) days after its adoption in accordance with the provisions of California law.

**SECTION 7. 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.

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PASSED, APPROVED AND ADOPTED on this \_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
RICHARD A. DELAROSA  
Mayor

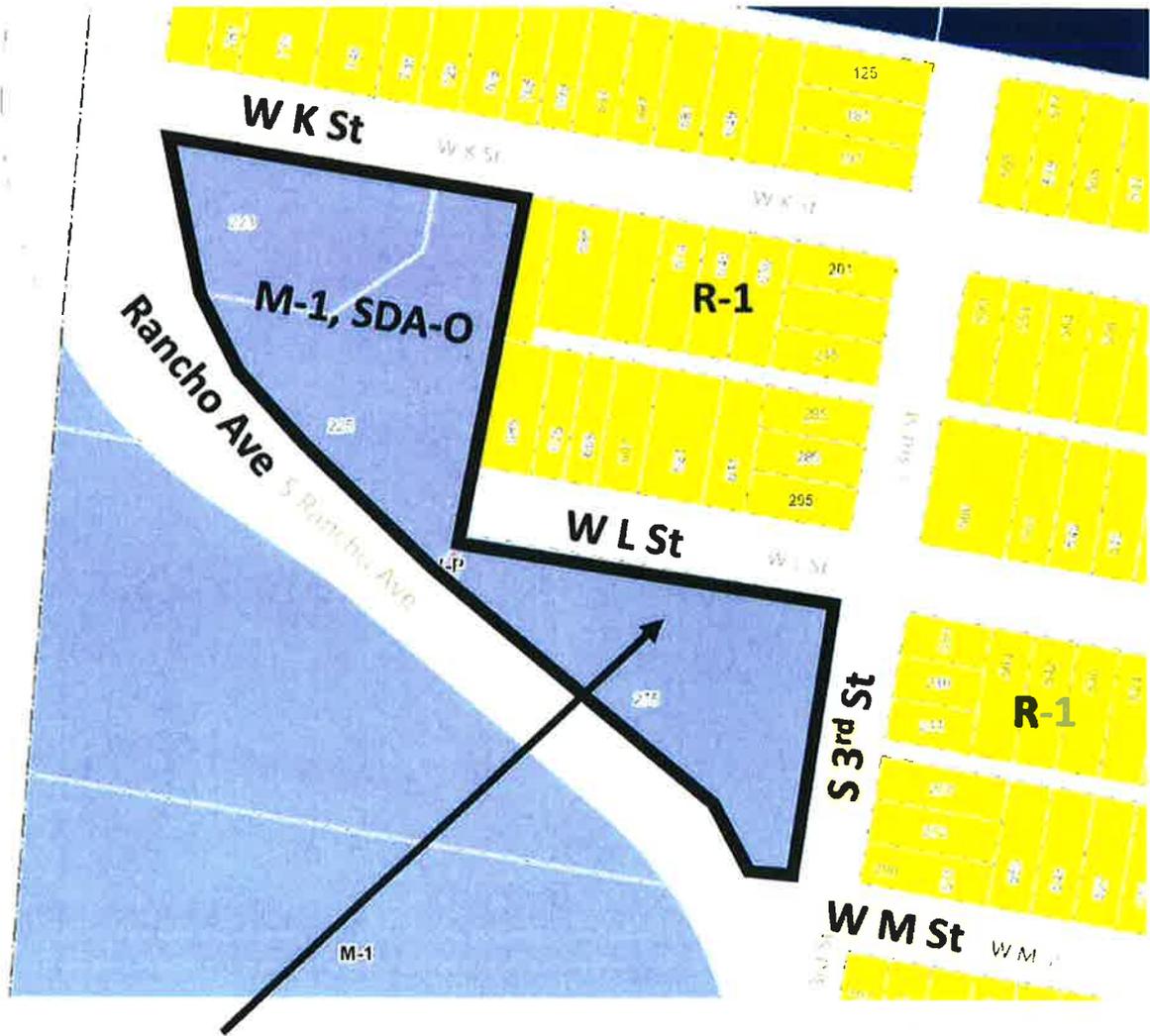
ATTEST:

\_\_\_\_\_  
CAROLINA A. PADILLA  
City Clerk

###

# Area 1

Parcels zoned M-1, Light Industrial, bounded by Ranch Avenue to the west, K Street to the north, M Street to the south, and Third Street to the east, and located at 223,225,275 S Rancho Ave (3 parcels) – APN 0163-051-11, -27, & -30.



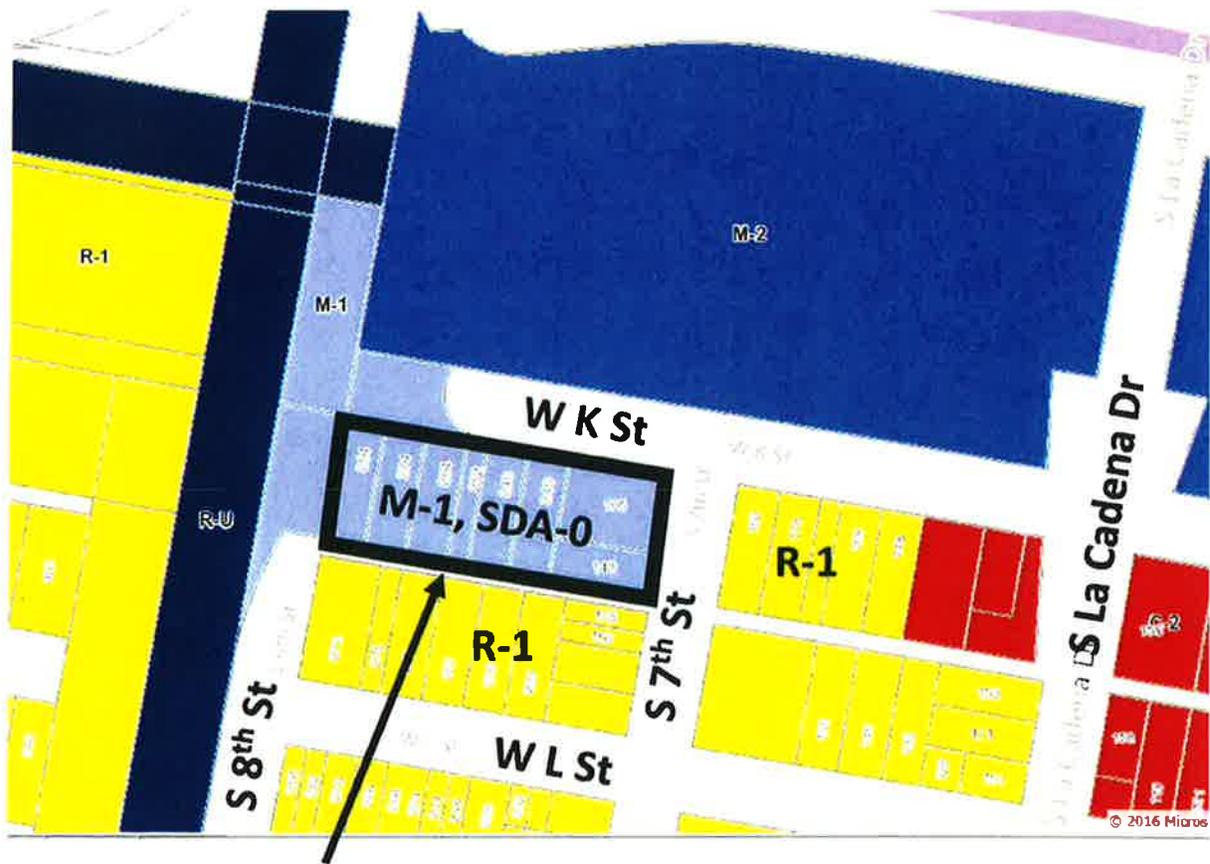
**PROPOSED ZONE CHANGE**  
**FROM: M-1, LIGHT INDUSTRIAL**  
**TO: M-1 - SDA-O, LIGHT INDUSTRIAL – SENSITIVE DEVELOPMENT AREA OVERLAY**

June 2016

City of Colton  
DAP-001-277 - General Plan Update Follow Up  
& SDA-O Expansion

# Area 2

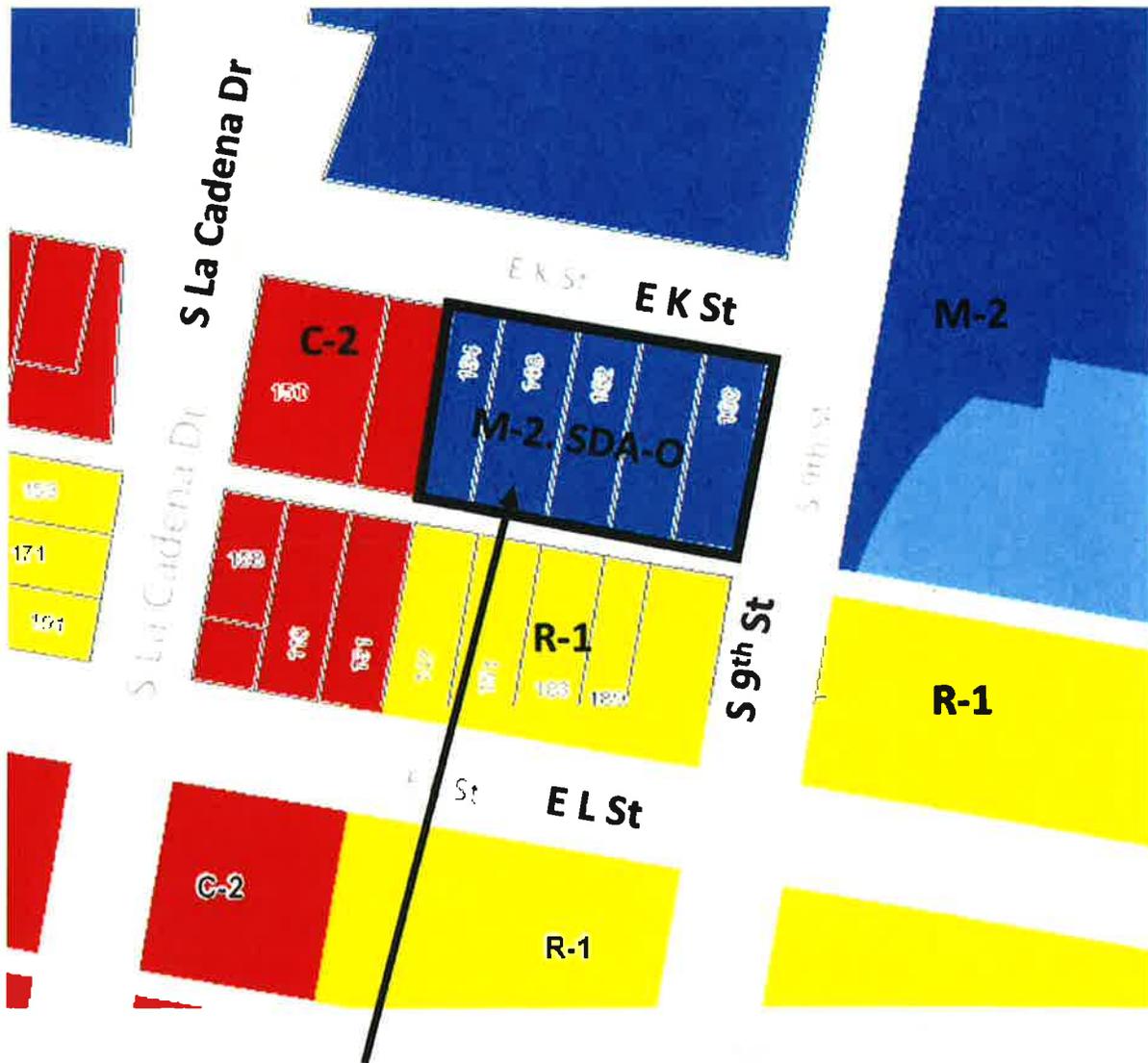
Parcels zoned M-1, Light Industrial, bounded by K Street to the north, Seventh Street to the east, the BNSF Railroad line to the west, and a public alley to the south, and located at 105, 143 S 7<sup>th</sup> Street; 240, 248, 252, 264, 274, 294 West K Street (8 parcels)- APN 0163-071-12,-13,-14,-15,-16,-17,-18,-19



**PROPOSED ZONE CHANGE**  
**FROM: M-1, LIGHT INDUSTRIAL**  
**TO: M-1 - SDA-O, LIGHT INDUSTRIAL – SENSITIVE DEVELOPMENT AREA OVERLAY**

# Area 3

Parcels zoned M-2, Heavy Industrial, bounded by K Street to the north, Ninth Street to the east, the "C-2" zoned properties to the west, and a public alley to the south, and located at 134, 148, 162, ~174, 190 East K St (5 parcels) – APN 0163-081-12,-13,-14,-15,-16



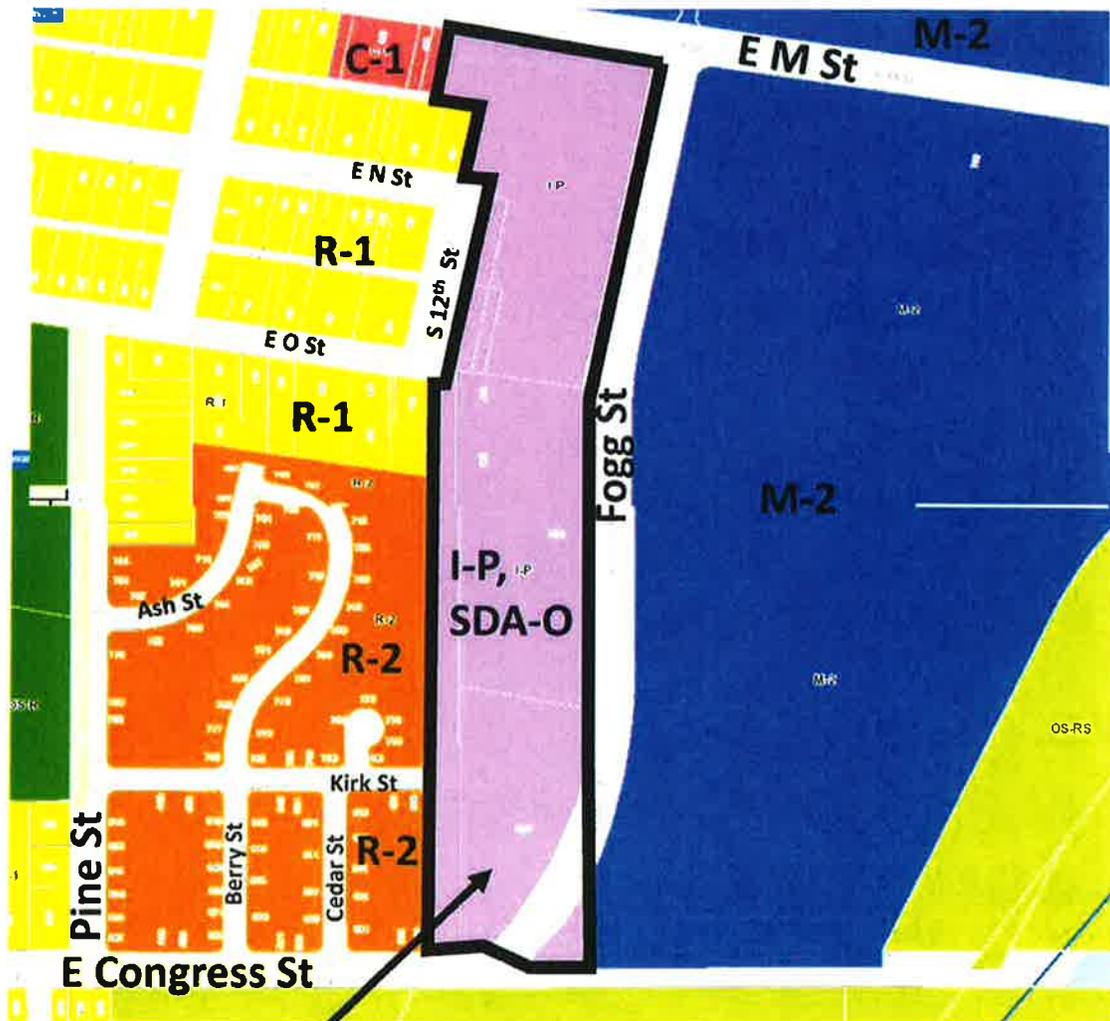
**PROPOSED ZONE CHANGE**  
**FROM: M-2, HEAVY INDUSTRIAL**  
**TO: M-2 - SDA-O, HEAVY INDUSTRIAL – SENSITIVE DEVELOPMENT AREA OVERLAY**

June 2016

City of Colton, California  
 DAP-001-277 - General Plan Update Follow Up  
 & SDA-O Expansion

# Area 4

Parcels zoned I-P, Industrial Park, bounded by Fogg Street to the east, M Street to the north, Congress St to the south, and properties zoned "C-1", "R-1" and "R-2" to the west, and located at 551, 555 S Fogg St, ~402,452,454,502 S 12<sup>th</sup> St, 500 E M St - APN 0163-232-01,-02,-24; 0163-135-01,-03,-04; 0163-141-17 (7 parcels)



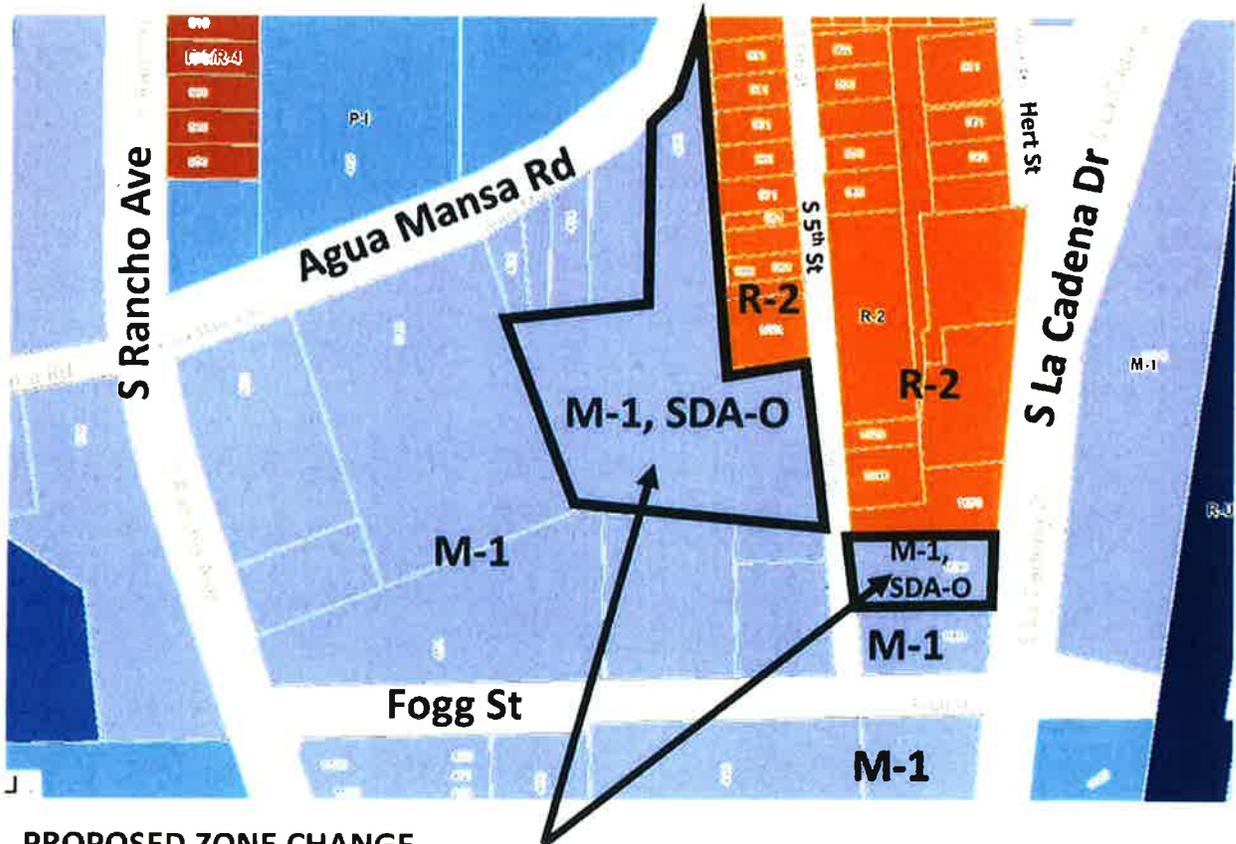
**PROPOSED ZONE CHANGE**  
**FROM: I-P – IP, INDUSTRIAL PARK**  
**TO: I-P - SDA-O, INDUSTRIAL PARK– SENSITIVE DEVELOPMENT AREA OVERLAY**

July 19, 2016

City of Colton, California  
DAP-001-277 - General Plan Update Follow Up  
& SDA-O Expansion

# Area 7

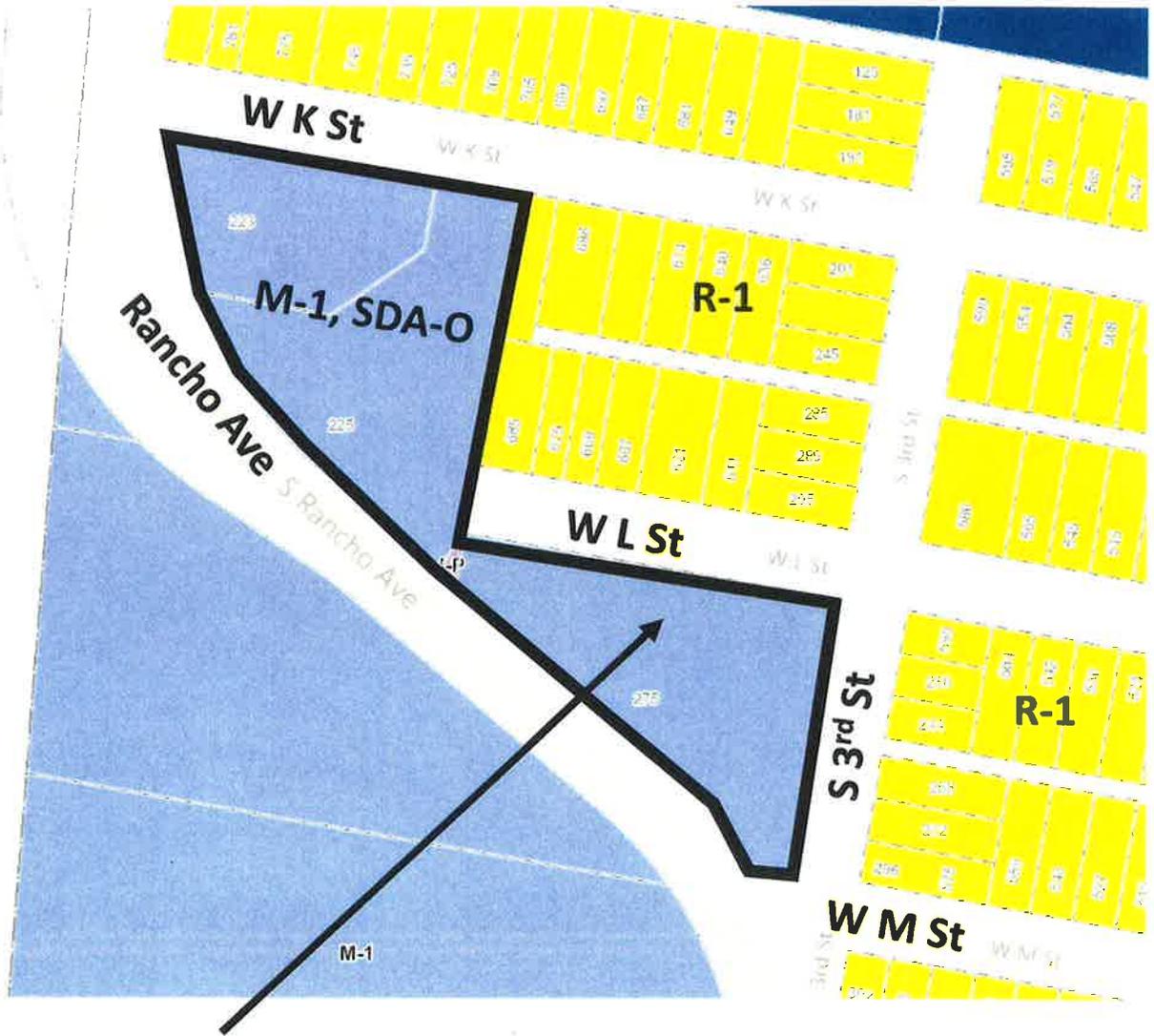
Parcels zoned M-1, Light Industrial, abutting "R-2" zoned properties respectively to the west, bounded by Agua Mansa Road to the north and Fifth Street to the east, and located at 430 W Agua Mansa, APN 0163-261-34 – and to the north, bounded by La Cadena Drive to the east and Fifth Street to the west identified as APN 0163-271-25 (~1089 S La Cadena)



**PROPOSED ZONE CHANGE**  
**FROM: M-1, LIGHT INDUSTRIAL**  
**TO: M-1 - SDA-O, LIGHT INDUSTRIAL – SENSITIVE DEVELOPMENT AREA OVERLAY**

# Area 1

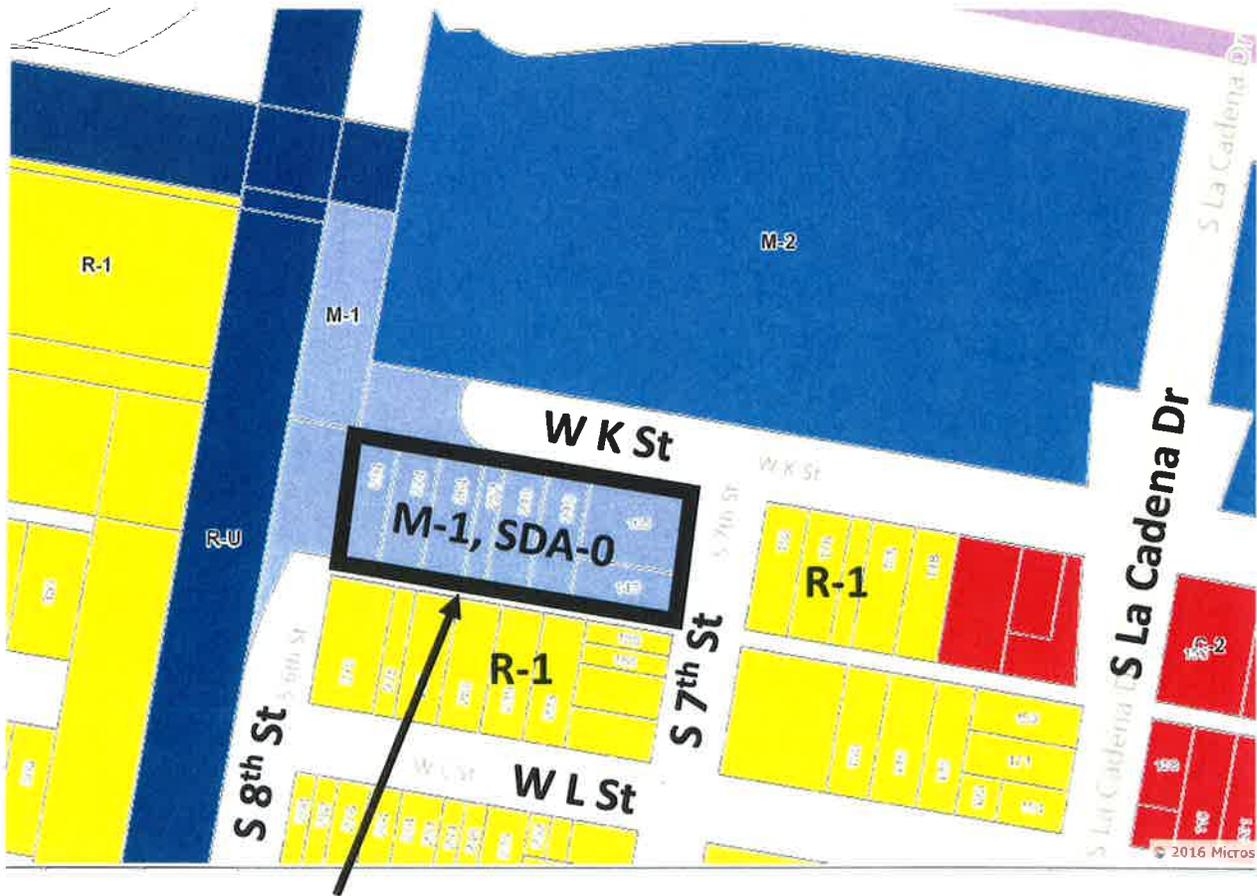
Parcels zoned M-1, Light Industrial, bounded by Ranch Avenue to the west, K Street to the north, M Street to the south, and Third Street to the east, and located at 223,225,275 S Rancho Ave (3 parcels) – APN 0163-051-11, -27, & -30.



**PROPOSED ZONE CHANGE  
FROM: M-1, LIGHT INDUSTRIAL  
TO: M-1 - SDA-O, LIGHT INDUSTRIAL – SENSITIVE DEVELOPMENT AREA OVERLAY**

# Area 2

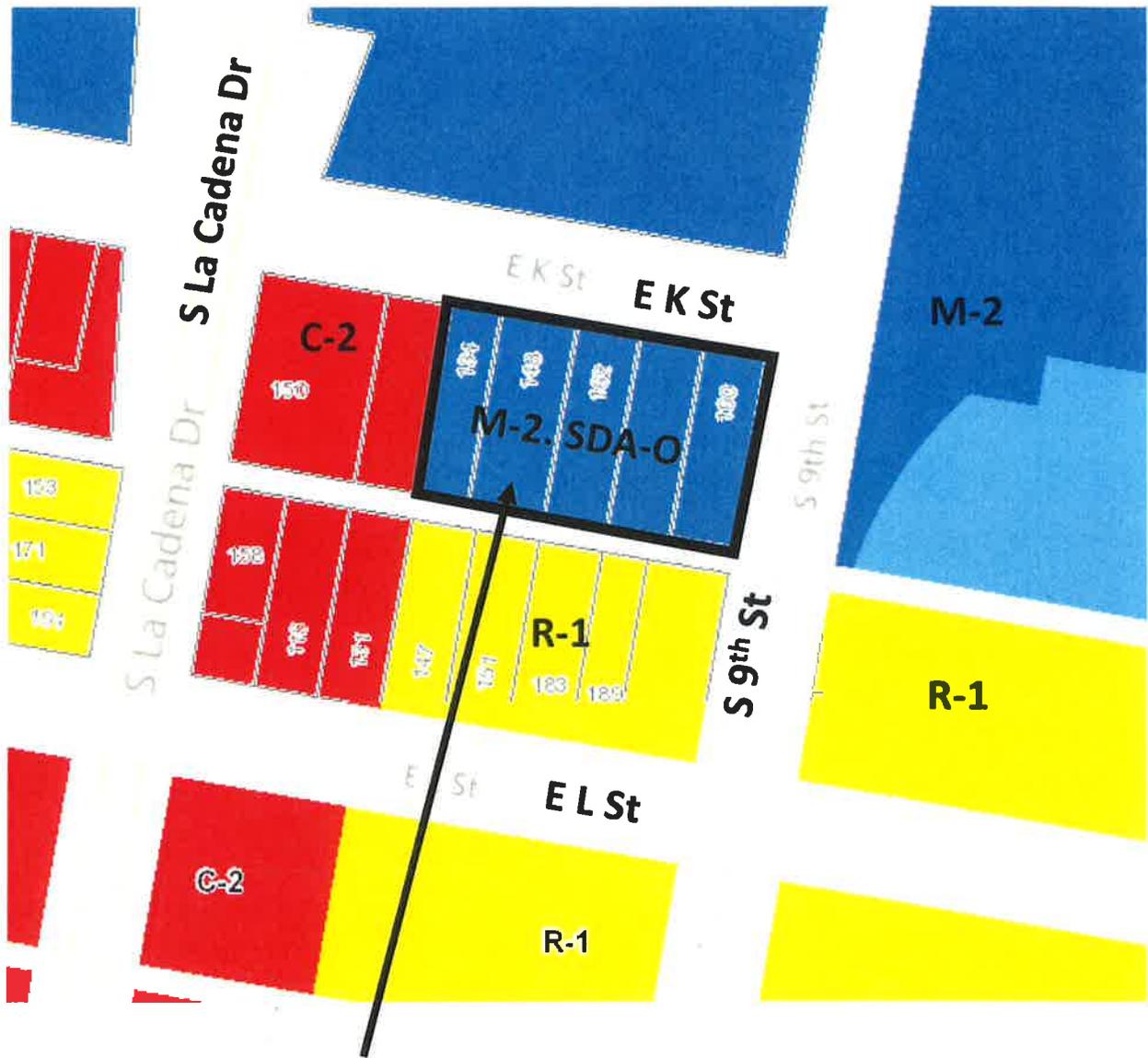
Parcels zoned M-1, Light Industrial, bounded by K Street to the north, Seventh Street to the east, the BNSF Railroad line to the west, and a public alley to the south, and located at 105, 143 S 7<sup>th</sup> Street; 240, 248, 252, 264, 274, 294 West K Street (8 parcels)- APN 0163-071-12,-13,-14,-15,-16,-17,-18,-19



**PROPOSED ZONE CHANGE**  
**FROM: M-1, LIGHT INDUSTRIAL**  
**TO: M-1 - SDA-O, LIGHT INDUSTRIAL – SENSITIVE DEVELOPMENT AREA OVERLAY**

# Area 3

Parcels zoned M-2, Heavy Industrial, bounded by K Street to the north, Ninth Street to the east, the "C-2" zoned properties to the west, and a public alley to the south, and located at 134, 148, 162, ~174, 190 West K St (5 parcels) – APN 0163-081-12,-13,-14,-15,-16



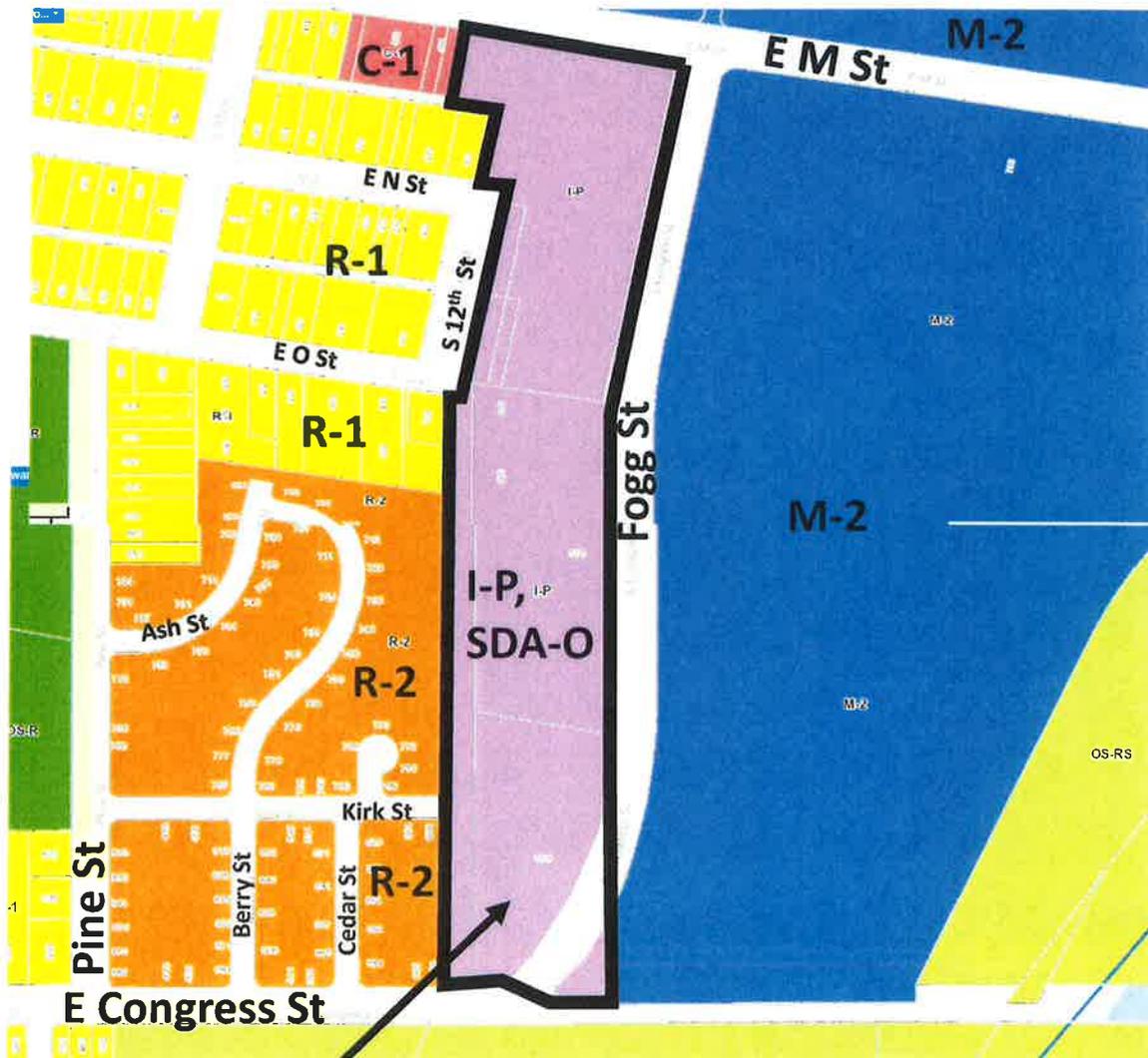
**PROPOSED ZONE CHANGE**  
**FROM: M-2, HEAVY INDUSTRIAL**  
**TO: M-2 - SDA-O, HEAVY INDUSTRIAL – SENSITIVE DEVELOPMENT AREA OVERLAY**

June 2016

City of Colton, California  
DAP-001-277 - General Plan Update Follow Up  
& SDA-O Expansion

# Area 4

Parcels zoned I-P, Industrial Park, bounded by Fogg Street to the east, M Street to the north, Congress St to the south, and properties zoned "C-1", "R-1" and "R-2" to the west, and located at 551, 555 S Fogg St, ~402,452,454,502 S 12<sup>th</sup> St, 500 E M St - APN 0163-232-01,-02,-24; 0163-135-01,-03,-04; 0163-141-17 (7 parcels)



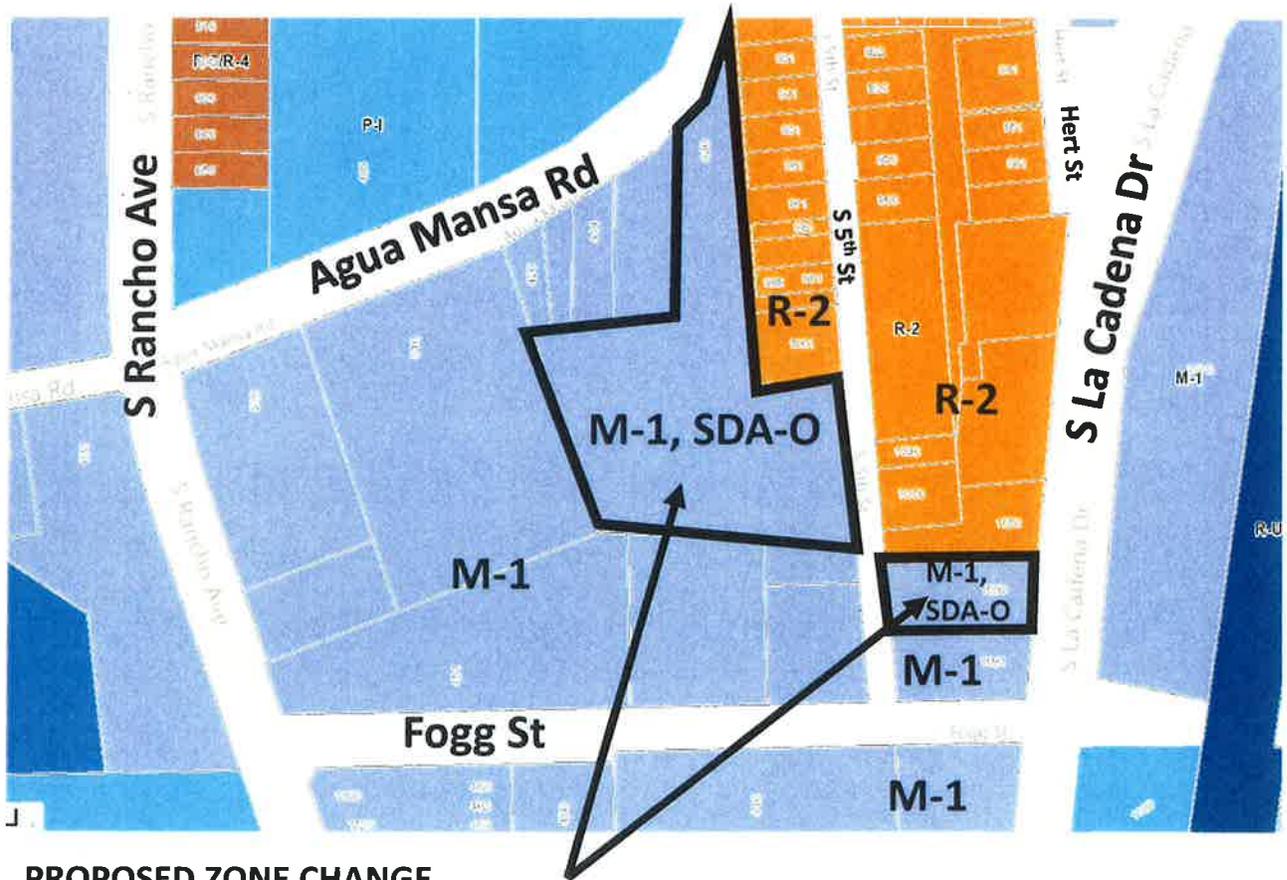
**PROPOSED ZONE CHANGE**  
**FROM: I-P – IP, INDUSTRIAL PARK**  
**TO: I-P - SDA-O, INDUSTRIAL PARK– SENSITIVE DEVELOPMENT AREA OVERLAY**

July 19, 2016

City of Colton, California  
DAP-001-277 - General Plan Update Follow Up  
& SDA-O Expansion

# Area 7

Parcels zoned M-1, Light Industrial, abutting "R-2" zoned properties respectively to the west, bounded by Agua Mansa Road to the north and Fifth Street to the east, and located at 430 W Agua Mansa, APN 0163-261-34 – and to the north, bounded by La Cadena Drive to the east and Fifth Street to the west identified as APN 0163-271-25 ( ~1089 S La Cadena)



**PROPOSED ZONE CHANGE**  
**FROM: M-1, LIGHT INDUSTRIAL**  
**TO: M-1 - SDA-O, LIGHT INDUSTRIAL – SENSITIVE DEVELOPMENT AREA OVERLAY**

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**RESOLUTION NO. R-22-16**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF COLTON RELATING TO A RECOMMENDATION TO THE CITY COUNCIL OF THE CITY OF COLTON OF A GENERAL PLAN AMENDMENT TO CHANGE THE LAND USE DESIGNATIONS ON THE LAND USE PLAN FOR THOSE PARCELS CURRENTLY DESIGNATED "INDUSTRIAL PARK" AND BOUNDED BY THE SANTA ANA RIVER TO THE NORTH, LA CADENA DRIVE TO THE EAST, LOMA VERDE RESIDENTIAL TRACT TO THE SOUTH, AND THE COLTON LANDFILL TO THE WEST. (FILE INDEX NO. DAP-001-277)**

**WHEREAS**, the Planning Commission of the City of Colton ("Planning Commission") held a public hearing on July 12, 2016, after giving published notice of a City-initiated Amendment to the General Plan Land Use Map (hereinafter "General Plan Amendment") for the change of the land use designations for the following properties:

- 1) Proposed change from "Industrial Park", to other land use designations, as described below, for parcels bounded by the Santa Ana River to the north, La Cadena Drive to the east, Loma Verde residential tract to the south, and the Colton Landfill to the west consisting of the following:
  - APN 0275-192-06 (~1601 S La Cadena Dr; southwest corner of La Cadena & Tropic Ranch Road) – identified as "Area 8a"; Change from "Industrial Park" to "Neighborhood Commercial" for a 3-acre portion of the parcel at the northeast corner of the parcel measuring 400 feet along La Cadena Drive and 325 feet along the north lot line. Change from "Industrial Park" to "High Density Residential" for the ~17-acre remainder portion of the parcel.
  - APN 0275-192-07 & 0163-361-14 & 15 (~1501 S La Cadena Dr) – identified as "Area 8b"; Change from "Industrial Park" to "High Density Residential"
  - APN 0275-192-03 (~11585 S Bostick/~1600 S Bostick) – identified as "Area 8c"; Change from "Industrial Park" to "Very Low Density Residential"
  - APN 0275-192-02, -04 (~1701 S Bostick) - identified as "Area 8d" ; Change from "Industrial Park" to "Railroad Utility Corridor"
- 2) Proposed change from "Light Industrial" to "General Commercial" for the parcel bounded by La Cadena Drive to the west, Fogg Street to the south and BNSF railroad line to the east, and located at 1070 S La Cadena Drive - APN 0163-273-07 - identified as "Area 9";
- 3) Proposed change from "Light Industrial" to "Medium Density Residential" for parcel bounded by O Street to the north, Congress Street to the south, the Ninth Street railroad spur line to the west, and Veterans Park to the east, and located at 234 E O Street - APN 0163-221-39 - identified as "Area 10a";
- 4) Proposed Change from "Low Density Residential" to "Open Space-Recreation" for parcel bounded by Congress Street to the south, "M-1" zoned property to the west, Veterans Parks to the north, and "R-1" zoned properties to the east, and located at 271 E Congress – APN 0163-221-35 - identified as "Area 10b"; and

1           **WHEREAS**, the Planning Commission directed staff to exclude recommendations on  
2 Areas 9, and 10 from this resolution and to prepare a separate resolution for Areas 9, and 10; and

3           **WHEREAS**, the staff report accompanying this resolution is found to be true, adopted as  
4 Findings and incorporated in this resolution; and

5           **WHEREAS**, the Planning Commission recommended excluding the proposed changes to  
6 Area 8 and, instead, recommended that the designations for this area remain unchanged; and

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

8           **NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF  
9 THE CITY OF COLTON:**

10           **SECTION 1.** The Planning Commission hereby adopts the recitals and findings with  
11 respect to the Ordinance prepared for the **General Plan Amendment**, as set forth in the attached  
12 Exhibit “A” as if fully set forth herein.

13           **SECTION 2.** The Planning Commission hereby recommends that the City Council of the  
14 City of Colton (“City Council”) adopt the Resolution, which excludes the proposed change Area 8  
15 which shall remain unchanged, in substantially the form attached hereto as Exhibit “A,” which is  
16 incorporated by reference.

17           **SECTION 3.** The Planning Commission of the City of Colton, in accordance with the  
18 California Environmental Quality Act (CEQA), finds that, based on the basis of an Initial Study  
19 prepared to assess environmental impacts of the project, the project would not create any significant  
20 adverse impacts on the environment and a Negative Declaration (ND) has been prepared to meet  
21 CEQA requirements.

22           **SECTION 4.** The Secretary shall certify the adoption of this Resolution.

23           PASSED, APPROVED AND ADOPTED this 12th day of July, 2016.

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Richard Prieto  
Planning Commission Chairperson

ATTEST:

  
Planning Commission Secretary  
Mark R. Tomich, AICP

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**CERTIFICATION**

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

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Planning Commission of the City of Colton at a meeting held on July 12, 2016, by the following vote of the Planning Commission:

- AYES (4): Archuleta, Arrieta, Larson, Prieto
- NOES (0):
- ABSENT (1): Granado-Dominguez
- ABSTAIN (2): Delgado, Grossich



Planning Commission Secretary  
Mark R. Tomich, AICP

EXHIBIT A

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLTON APPROVING A GENERAL PLAN AMENDMENT TO CHANGE THE LAND USE DESIGNATIONS ON THE LAND USE PLAN FOR PROPERTIES LOCATED AT 1070 S. LA CADENA DRIVE FROM “LIGHT INDUSTRIAL” TO “GENERAL COMMERCIAL” & 271 EAST CONGRESS DRIVE FROM “LOW DENSITY RESIDENTIAL” TO “OPEN SPACE-RESOURCE”. (FILE INDEX NO. DAP-001-277)**

**WHEREAS**, local governments are authorized by Section 65350 of California Government Code et seq to prepare, adopt and amend general plans, and by Government Code Section 65800 et seq to prepare, adopt, and amend zoning ordinance which is consistent with the general plan; and

**WHEREAS**, comprehensive updates to the Land Use Element, Housing Element, and Circulation (“Mobility”) Element of the City of Colton General Plan (hereinafter “General Plan Update”) were initiated and prepared by the City of Colton; and

**WHEREAS**, on August 20, 2013, the City Council of the City of Colton (hereinafter “City of Colton”) adopted Resolution No. 61-13 approving the General Plan Update; and

**WHEREAS**, also on August 20, 2013, the City Council adopted Resolution No. 69-13 providing follow-up direction to staff regarding implementation of the General Plan Update; and

**WHEREAS**, while certain items noted on Resolution No. 69-13 have been implemented, a city-initiated application for a **General Plan Amendment** was initiated as a project (File Index No. DAP-001-277) for the change of the land use designations for the following parcels:

- 1) Proposed change from “Industrial Park”, to other land use designations, as described below, for parcels bounded by the Santa Ana River to the north, La Cadena Drive to the east, Loma Verde residential tract to the south, and the Colton Landfill to the west consisting of the following:
  - APN 0275-192-06 (~1601 S La Cadena Dr; southwest corner of La Cadena & Tropic Ranch Road) – identified as “Area 8a”; Change from “Industrial Park” to “Neighborhood Commercial” for a 3-acre portion of the parcel at the northeast corner of the parcel measuring 400 feet along La Cadena Drive and 325 feet along the north lot line. Change from “Industrial Park” to “High Density Residential” for the ~17-acre remainder portion of the parcel.
  - APN 0275-192-07 & 0163-361-14 & 15 (~1501 S La Cadena Dr) – identified as “Area 8b”; Change from “Industrial Park” to “High Density Residential”
  - APN 0275-192-03 (~11585 S Bostick/~1600 S Bostick) – identified as “Area 8c”; Change from “Industrial Park” to “Very Low Density Residential”
  - APN 0275-192-02, -04 (~1701 S Bostick) - identified as “Area 8d” ; Change from “Industrial Park” to “Railroad Utility Corridor”
- 2) Proposed change from “Light Industrial” to “General Commercial” for the parcel bounded by La Cadena Drive to the west, Fogg Street to the south and BNSF

- 1 railroad line to the east, and located at 1070 S La Cadena Drive - APN 0163-273-  
07 - identified as “Area 9”;
- 2
- 3 3) Proposed change from “Light Industrial” to “Medium Density Residential” for  
4 parcel bounded by O Street to the north, Congress Street to the south, the Ninth  
5 Street railroad spur line to the west, and Veterans Park to the east, and located at  
6 234 E O Street - APN 0163-221-39 - identified as “Area 10a”;
- 7
- 8 4) Proposed Change from “Low Density Residential” to “Open Space-Recreation” for  
9 parcel bounded by Congress Street to the south, “M-1” zoned property to the west,  
10 Veterans Parks to the north, and “R-1”-zoned properties to the east, and located at  
11 271 E Congress – APN 0163-221-35 - identified as “Area 10b”; and

12 **WHEREAS**, the staff report accompanying this resolution is found to be true, adopted as  
13 Findings and incorporated in this resolution; and

14 **WHEREAS**, on July 12, 2016, the Planning Commission of the City of Colton (“Planning  
15 Commission”) held a duly noticed public hearing at which time all persons wishing to testify in  
16 connection with the project were heard and the project was fully examined; and

17 **WHEREAS**, the staff report accompanying this resolution is found to be true, adopted as  
18 Findings and incorporated in this resolution; and

19 **WHEREAS**, the Planning Commission directed staff to prepare separate resolutions  
20 relating to recommendations on Areas 9, and 10, as described above; and

21 **WHEREAS**, the Planning Commission, following the conclusion of said hearing, the  
22 Planning Commission adopted Resolution No. R-22-16, relating to Area 8, as described above; and  
23 adopted Resolution 27-16 relating to Areas 9 and 10; and

24 **WHEREAS**, the Planning Commission recommended approval of the project, as original  
25 described, except for the proposed changes to Areas 8 and 10a and, instead, recommended that the  
26 designations for these areas remain unchanged; and

27 **WHEREAS**, pursuant to the Guidelines for the California Environmental Quality Act  
28 (“CEQA”), an Initial Study prepared to assess environmental impacts of the project has determined  
that the project would not create any significant adverse impacts on the environment and, therefore,  
a Negative Declaration (ND) has been prepared, and

**WHEREAS**, on \_\_\_\_\_, the City Council of the City of Colton (“City  
Council”) held a duly noticed public hearing at which time all persons wishing to testify in  
connection with the application were heard and the application was comprehensively reviewed; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE  
CITY OF COLTON:

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

3           **SECTION 2.** Based on the entire record before the City Council and all written and oral  
4 evidence presented, including the staff report, the City Council makes the following findings:

- 5           1. The proposed change of land use designations is consistent with the overall objectives  
6 of the Colton General Plan. Removing the existing industrial land use designations from  
7 these properties and applying designations that will reduce impacts on residential  
8 neighborhoods and community at large is consistent with the following policies in the  
9 Land Use Element of the General Plan:
  - Policy LU-1.6: “Ensure that new development projects are compatible with  
10 permitted, well-maintained uses and buildings in the surrounding neighborhood or  
11 district.”
  - Policy LU-6.2: “Discourage the establishment of incompatible uses in proximity to  
12 each other.”
- 13           2. The proposed change of land use designations will not adversely affect the surrounding  
14 area or the community in general since the proposed designations will prohibit industrial  
15 uses that are most likely to have the greatest impacts on residential neighborhoods and  
16 community at large.
- 17           3. The General Plan will remain internally consistent following adoption of this  
18 Amendment.

19           **SECTION 3.** The City Council of the City of Colton, in accordance with the California  
20 Environmental Quality Act (CEQA), finds that, based on the basis of an Initial Study prepared to  
21 assess environmental impacts of the project, the project would not create any significant adverse  
22 impacts on the environment and a Negative Declaration (ND) has been prepared to meet CEQA  
23 requirements. Therefore, the City Council hereby adopts the Negative Declaration.

24           **SECTION 4.** Based upon the findings set forth in Sections 1, 2, and 3 of this Resolution,  
25 the City Council hereby approves the General Plan Amendment to change the land use designations  
26 of the following parcels, which excludes Areas 8 and 10a, as indicated below:

- 27           1. Proposed change from “Light Industrial” to “General Commercial” for the parcel bounded  
28 by La Cadena Drive to the west, Fogg Street to the south and BNSF railroad line to the east,  
and located at 1070 S La Cadena Drive - APN 0163-273-07 - identified as “Area 9” on  
attached map exhibits.
2. Proposed Change from “Low Density Residential” to “Open Space-Recreation” for parcel  
bounded by Congress Street to the south, “M-1” zoned property to the west, Veterans Parks  
to the north, and “R-1” zoned properties to the east, and located at 271 E Congress – APN  
0163-221-35 - identified as “Area 10b” on attached map exhibits; and

1           **SECTION 5. Invalidity.** If any sentence, clause or phrase of this Ordinance is for any  
2 reason held to be unconstitutional or otherwise invalid, such decisions shall not affect the validity  
of the remaining provisions of this Resolution.

3           **SECTION 6.** The City Clerk shall certify the adoption of this Resolution.

4           PASSED, APPROVED AND ADOPTED on this \_\_\_ day of \_\_\_\_\_, 2016.

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7           \_\_\_\_\_  
RICHARD A. DELAROSA  
Mayor

8           ATTEST:

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10          \_\_\_\_\_  
CAROLINA A. PADILLA  
11          City Clerk

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**RESOLUTION NO. 26-16**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF COLTON RECOMMENDING THAT THE CITY COUNCIL OF THE CITY OF COLTON RELATING TO AMENDING THE ZONING MAP TO APPLY THE SDA-O ZONE TO A M-1 ZONED PROPERTY LOCATED AT 309 WEST CONGRESS STREET, AND REZONE THREE INDUSTRIALLY ZONED AREAS TO OTHER ZONES. (FILE INDEX NO. DAP-001-277)**

**WHEREAS**, the Planning Commission of the City of Colton (“Planning Commission”) held a public hearing, after giving published notice, on July 12, 2016 to consider recommendations to the City Council of a City-initiated Amendment to the Colton Municipal Code and Amendment to the Official Zoning Map (hereinafter “Text and Map Amendments”) for the following:

- (a) the amendment of Chapter 18.30 of Title 18 (Zoning) of the Colton Municipal Code pertaining to the SDA-O, Sensitive Development Area Overlay, zone,
- (b) applying the SDA-O zone, with the underlying zone to remain unchanged, for the following parcels:
  - 1) Parcels zoned M-1, Light Industrial, bounded by Ranch Avenue to the west, K Street to the north, M Street to the south, and Third Street to the east, and located at 223,225,275 S Rancho Ave (3 parcels) – APN 0163-051-11, -27, & -30 – identified as “Area 1” on attached map exhibits.
  - 2) Parcels zoned M-1, Light Industrial, bounded by K Street to the north, Seventh Street to the east, the BNSF Railroad line to the west, and a public alley to the south, and located at 105, 143 S 7<sup>th</sup> Street; 240, 248, 252, 264, 274, 294 West K Street (8 parcels)- APN 0163-071-12,-13,-14,-15,-16,-17,-18,-19 - identified as “Area 2” on attached map exhibits.
  - 3) Parcels zoned M-2, Heavy Industrial, bounded by K Street to the north, Ninth Street to the east, the “C-2” zoned properties to the west, and a public alley to the south, and located at 134, 148, 162, ~174, 190 East K St (5 parcels) – APN 0163-081-12,-13,-14,-15,-16 – identified as “Area 3” on attached map exhibits.
  - 4) Parcels zoned I-P, Industrial Park, bounded by Fogg Street to the east, M Street to the north, Congress St to the south, and properties zoned “C-1”, “R-1” and “R-2” to the west, and located at 551, 555 S Fogg St, ~402,452,454,502 S 12<sup>th</sup> St, 500 E M St - APN 0163-232-01,-02,-24; 0163-135-01,-03,-04; 0163-141-17 (7 parcels)– identified as “Area 4” on attached map exhibit.
  - 5) Parcels zoned I-P, Industrial Park, bounded by Rancho Avenue to the west, Cement Plant Road/Georgia Avenue to the south, O Street to the north, and an abandoned railroad spur to the east, and located at 500, 620, 680 S Rancho Av; 510, 555, 565, 575, 585 W Birch St; ~550 Maple St –APN 0163-161-39,-45,-46,-47,-48,-49,-50,-65,-66 (9 parcels) identified as “Area 5” on attached map exhibit.
  - 6) Parcel zoned M-1, Light Industrial bounded by La Cadena Drive to the west, Congress Street to the south, R-1 zoned properties to the east, and the BNSF railroad line to the west, and located at 309 W Congress St, APN 0163-202-21 (1 parcel) identified as “Area 6” on attached map exhibit.

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- 7) One parcel zoned M-1, Light Industrial, abutting “R-2” zoned properties to the west, bounded by Agua Mansa Road to the north and Fifth Street to the east, and located at 430 W Agua Mansa, APN 0163-261-34 - identified as part of “Area 7” on attached map exhibit.
- 8) One parcel zoned M-1, Light Industrial, abutting “R-2” zoned properties to the north, bounded by La Cadena Drive to the east and Fifth Street to the west identified as APN 0163-271-25 ( ~1089 S La Cadena) identified as part of “Area 7” on attached map exhibit.

(c) Amending the Official Zoning Map to change the zoning classifications for the following parcels:

- 1) Proposed change from I-P, Industrial Park, to other zoning classifications for parcels bounded by the Santa Ana River to the north, La Cadena Drive to the east, Loma Verde residential tract to the south, and the Colton Landfill to the west consisting of the following:
  - APN 0275-192-06 (~1601 S La Cadena Dr; southwest corner of La Cadena & Tropico Ranch Road) – identified as “Area 8a” on attached map exhibits. Change from I-P, Industrial Park to C-1, Neighborhood Commercial for a 3-acre portion of the parcel at the northeast corner of the parcel measuring 400 feet along La Cadena Drive and 325 feet along the north lot line. Change from I-P, Industrial Park to R-3/R-4, Multiple-Family Residential for the ~17-acre remainder portion of the parcel.
  - APN 0275-192-07 & 0163-361-14 & 15 (~1501 S La Cadena Dr) – identified as “Area 8b” on attached map exhibits. Change from I-P, Industrial Park to R-3/R-4, Multiple-Family Residential
  - APN 0275-192-03 (~11585 S Bostick/~1600 S Bostick) – identified as “Area 8c” on attached map exhibits. Change from I-P, Industrial Park to V-L, Very Low Density Residential
  - APN 0275-192-02, -04 (~1701 S Bostick) - identified as “Area 8d” on attached map exhibits. Change from I-P, Industrial Park to R-U, Railroad Utility
- 2) Proposed change from M-1, Light Industrial to C-2, General Commercial for the parcel bounded by La Cadena Drive to the west, Fogg Street to the south and BNSF railroad line to the east, and located at 1070 S La Cadena Drive - APN 0163-273-07 - identified as “Area 9” on attached map exhibits.
- 3) Proposed change from M-1, SDA-O - Light Industrial, Sensitive Development Area-Overlay to R-2, Medium Density Residential for parcel bounded by O Street to the north, Congress Street to the south, the Ninth Street railroad spur line to the west, and Veterans Park to the east, and located at 234 E O Street - APN 0163-221-39 - identified as “Area 10a” on attached map exhibits.
- 4) Proposed Change from R-1, Low Density Residential, to OS-R, Open Space-Recreation for parcel bounded by Congress Street to the south, “M-1” zoned property to the west, Veterans Parks to the north, and “R-1” zoned properties to the east, and located at 271 E Congress – APN 0163-221-35 - identified as “Area 10b” on attached map exhibits.

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**WHEREAS**, the Planning Commission directed staff to prepare separate resolutions for Areas 6, 9, and 10, as described above, from those for the other parts of the Text and Map Amendments; and

**WHEREAS**, the Planning Commission, following the conclusion of said hearing, the Planning Commission adopted Resolution No. R-26-16, recommending approval to the City Council of an Ordinance for Text and Map Amendments relating to Areas 6, 9, and 10, as described above, except for the proposed changes to Area 10a; and

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

**NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF COLTON:**

**SECTION 1.** Pursuant to Section 18.58.050.F of the Colton Municipal Code, the Planning Commissions finds that the following conditions prevail:

1. The proposed changes of zones are consistent with the overall objectives of the Colton General Plan. Removing the existing industrial land use designations from these properties and applying designations that will reduce impacts on residential neighborhoods and community at large is consistent with the following policies in the Land Use Element of the General Plan:
  - Policy LU-1.6: “Ensure that new development projects are compatible with permitted, well-maintained uses and buildings in the surrounding neighborhood or district.”
  - Policy LU-6.2: “Discourage the establishment of incompatible uses in proximity to each other.”
2. The proposed changes of zones are necessary due to the need in the community for more of the types of uses permitted by the proposed zones, which include commercial uses allowed by C-2 zones. Additionally, the existing use of the property to be rezoned to the OS-R zones will become consistent upon rezoning.
3. The proposed changes of zones will not adversely affect the surrounding area or the community in general since the proposed designations will prohibit industrial uses that are most likely to have the greatest impacts on residential neighborhoods and community at large.

**SECTION 2.** The Planning Commission hereby adopts the recitals and findings with respect to the Ordinance prepared for the **Text and Map Amendments**, as set forth in the attached Exhibit “A” as if fully set forth herein.

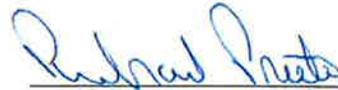
**SECTION 3.** The Planning Commission of the City of Colton, in accordance with the California Environmental Quality Act (CEQA), finds that, based on the basis of an Initial Study prepared to assess environmental impacts of the project, the project would not create any

1 significant adverse impacts on the environment and a Negative Declaration (ND) has been  
2 prepared to meet CEQA requirements.

3 **SECTION 4.** The Planning Commission hereby recommends that the City Council of the  
4 City of Colton (“City Council”) adopt the Ordinance, in substantially the form attached hereto as  
5 Exhibit “A,” which is incorporated by reference.

6 **SECTION 5.** The Secretary shall certify the adoption of this Resolution.

7 PASSED, APPROVED AND ADOPTED this 12th day of July, 2016.  
8

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10 

11 Richard Prieto  
12 Planning Commission Chairperson

13 ATTEST:

14 

15 Planning Commission Secretary  
16 Mark R. Tomich, AICP

17  
18 **CERTIFICATION**

19 STATE OF CALIFORNIA )  
20 COUNTY OF SAN BERNARDINO ) ss.  
21 CITY OF COLTON )

22 I hereby certify that the foregoing is a true copy of a Resolution adopted by the Planning  
23 Commission of the City of Colton at a meeting held on July 12, 2016, by the following vote of  
24 the Planning Commission:

25 AYES (6): Archuleta, Arrieta, Delgado, Grossich, Larson, Prieto  
26 NOES (0):  
27 ABSENT (1): Granado-Dominguez  
28 ABSTAIN (0):

29   
30 Planning Commission Secretary

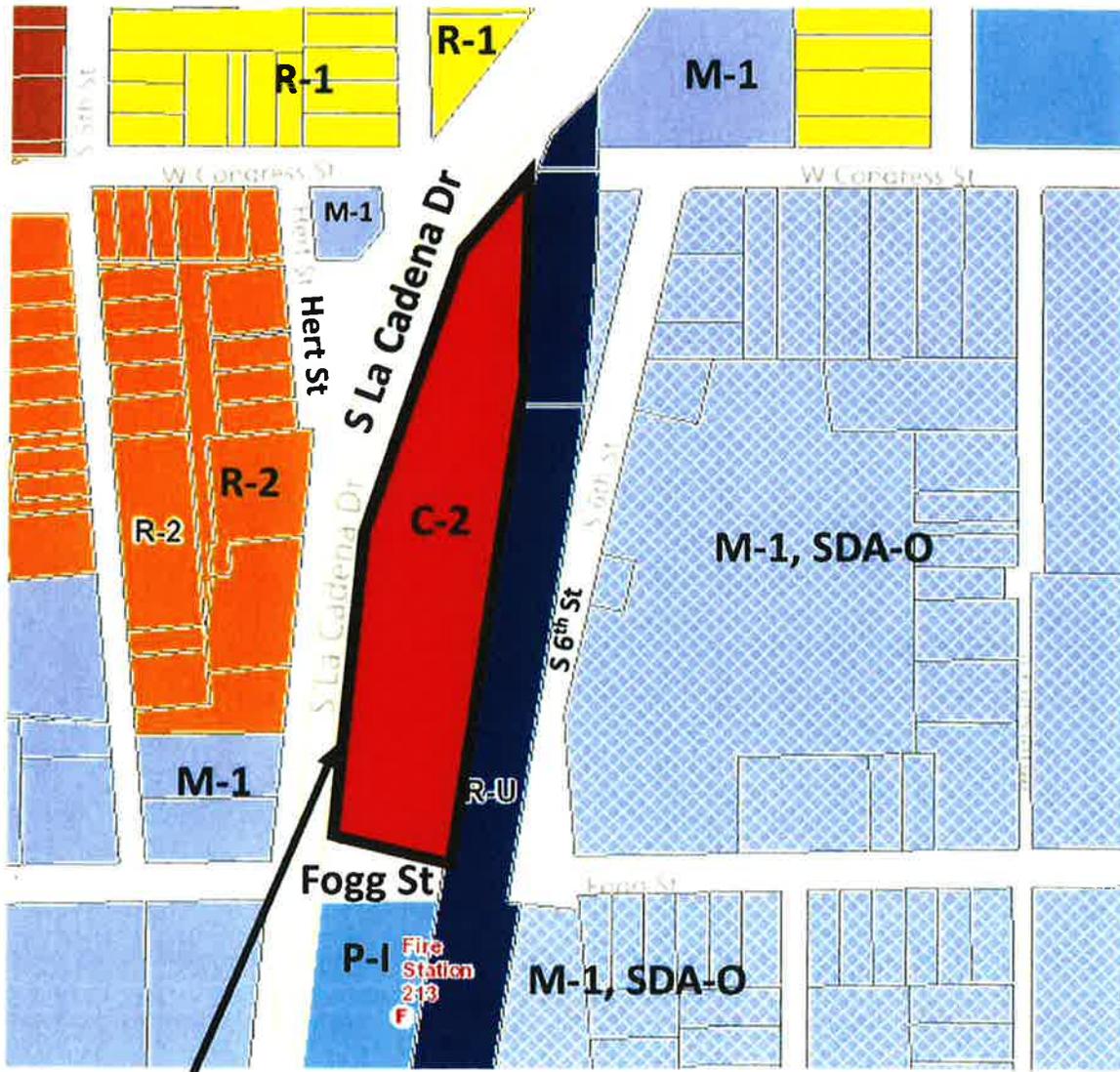
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Mark R. Tomich, AICP

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# Area 9

parcel zoned M-1, Light Industrial, bounded by La Cadena Drive to the west, Fogg Street to the south and BNSF railroad line to the east, and located at 1070 S La Cadena Drive - APN 0163-273-07



**PROPOSED ZONE CHANGE**  
**FROM: M-1, LIGHT INDUSTRIAL**  
**TO: C-2 GENERAL COMMERCIAL**

June 2016

City of Colton, California  
 DAP-001-277 - General Plan Update Follow  
 Up & SDA-O Expansion

# Area 10b

- Parcel zoned R-1, Low Density Residential, bounded by Congress Street to the south, "M-1" zoned property to the west, Veterans Parks to the north, and "R-1" zoned properties to the east, and located at 271 E Congress – APN 0163-221-35



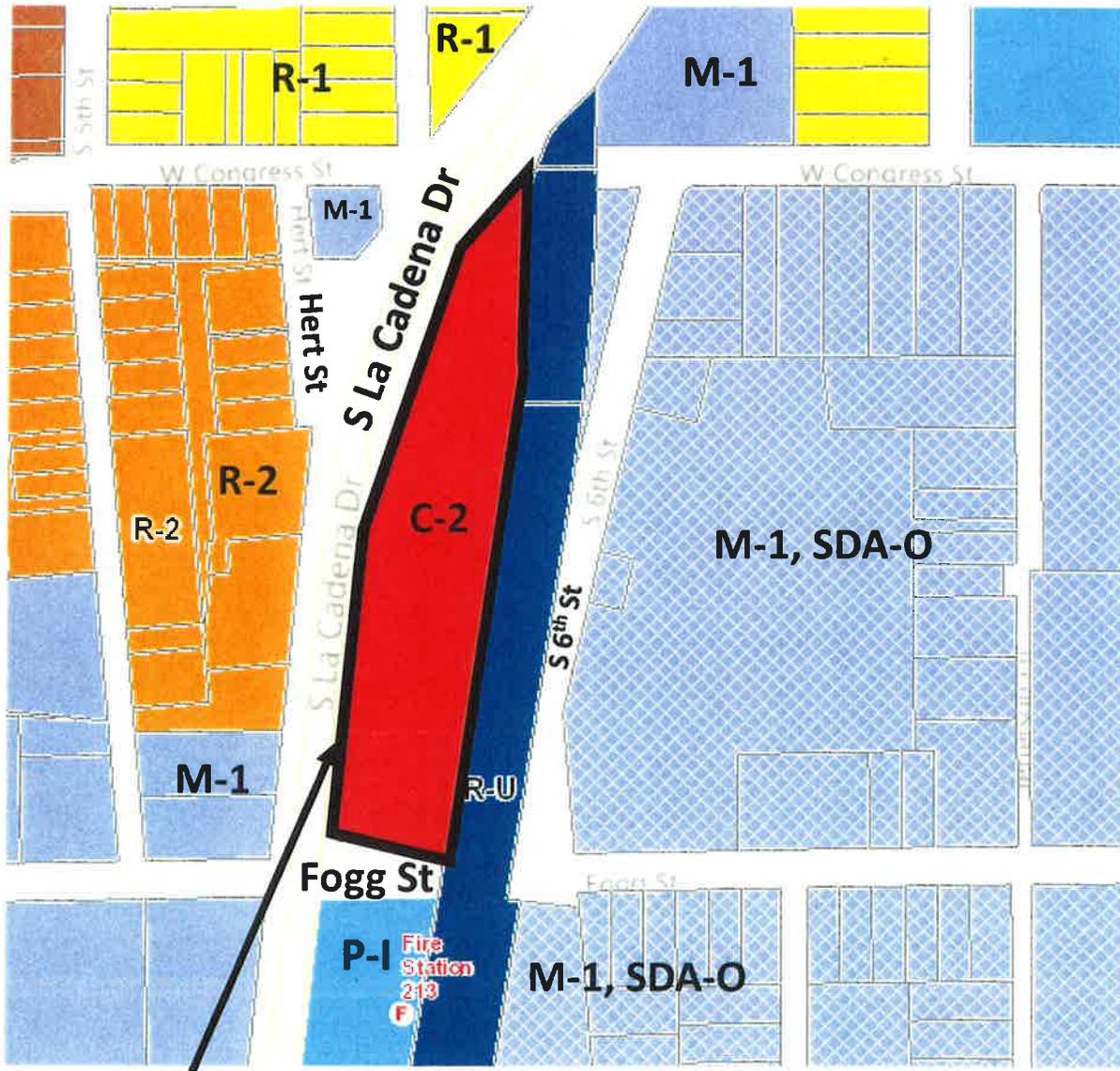
**PROPOSED ZONE CHANGE**  
**FROM: R-1 , LOW DENSITY RESIDENTIAL**  
**TO: OS-R, OPEN SPACE-RECREATION**

June 2016

City of Colton, California  
 DAP-001-277 - General Plan Update Follow  
 Up & SDA-O Expansion

# Area 9

parcel zoned M-1, Light Industrial, bounded by La Cadena Drive to the west, Fogg Street to the south and BNSF railroad line to the east, and located at 1070 S La Cadena Drive - APN 0163-273-07



**PROPOSED ZONE CHANGE**  
**FROM: M-1, LIGHT INDUSTRIAL**  
**TO: C-2 GENERAL COMMERCIAL**

June 2016

City of Colton, California  
DAP-001-277 - General Plan Update Follow  
Up & SDA-O Expansion

# Area 10b

- Parcel zoned R-1, Low Density Residential, bounded by Congress Street to the south, "M-1" zoned property to the west, Veterans Parks to the north, and "R-1" zoned properties to the east, and located at 271 E Congress – APN 0163-221-35



**PROPOSED ZONE CHANGE**  
**FROM: R-1 , LOW DENSITY RESIDENTIAL**  
**TO: OS-R, OPEN SPACE-RECREATION**

June 2016

City of Colton, California  
 DAP-001-277 - General Plan Update Follow  
 Up & SDA-O Expansion

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**RESOLUTION NO. R-27-16**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF COLTON RELATING TO A RECOMMENDATION TO THE CITY COUNCIL OF THE CITY OF COLTON OF A GENERAL PLAN AMENDMENT TO CHANGE THE LAND USE DESIGNATIONS ON THE LAND USE PLAN FOR THOSE PARCELS LOCATED AT 1070 S. LA CADENA DRIVE; 234 EAST O STREET & 271 EAST CONGRESS DRIVE. (FILE INDEX NO. DAP-001-277)**

**WHEREAS**, the Planning Commission of the City of Colton (“Planning Commission”) held a public hearing on July 12, 2016, after giving published notice of a City-initiated Amendment to the General Plan Land Use Map (hereinafter “General Plan Amendment”) for the change of the land use designations for the following properties:

- 1) Proposed change from “Industrial Park”, to other land use designations, as described below, for parcels bounded by the Santa Ana River to the north, La Cadena Drive to the east, Loma Verde residential tract to the south, and the Colton Landfill to the west consisting of the following:
  - APN 0275-192-06 (~1601 S La Cadena Dr; southwest corner of La Cadena & Tropico Ranch Road) – identified as “Area 8a”; Change from “Industrial Park” to “Neighborhood Commercial” for a 3-acre portion of the parcel at the northeast corner of the parcel measuring 400 feet along La Cadena Drive and 325 feet along the north lot line. Change from “Industrial Park” to “High Density Residential” for the ~17-acre remainder portion of the parcel.
  - APN 0275-192-07 & 0163-361-14 & 15 (~1501 S La Cadena Dr) – identified as “Area 8b”; Change from “Industrial Park” to “High Density Residential”
  - APN 0275-192-03 (~11585 S Bostick/~1600 S Bostick) – identified as “Area 8c”; Change from “Industrial Park” to “Very Low Density Residential”
  - APN 0275-192-02, -04 (~1701 S Bostick) - identified as “Area 8d” ; Change from “Industrial Park” to “Railroad Utility Corridor”
- 2) Proposed change from “Light Industrial” to “General Commercial” for the parcel bounded by La Cadena Drive to the west, Fogg Street to the south and BNSF railroad line to the east, and located at 1070 S La Cadena Drive - APN 0163-273-07 - identified as “Area 9”;
- 3) Proposed change from “Light Industrial” to “Medium Density Residential” for parcel bounded by O Street to the north, Congress Street to the south, the Ninth Street railroad spur line to the west, and Veterans Park to the east, and located at 234 E O Street - APN 0163-221-39 - identified as “Area 10a”;
- 4) Proposed Change from “Low Density Residential” to “Open Space-Recreation” for parcel bounded by Congress Street to the south, “M-1” zoned property to the west, Veterans Parks to the north, and “R-1” zoned properties to the east, and located at 271 E Congress – APN 0163-221-35 - identified as “Area 10b”; and

**WHEREAS**, the Planning Commission directed staff to prepare a separate resolution for Areas 9 and 10; and

1  
2       **WHEREAS**, the staff report accompanying this resolution is found to be true, adopted as  
Findings and incorporated in this resolution; and

3       **WHEREAS**, the Planning Commission recommended excluding the proposed changes to  
4 Area 10a and, instead, recommended that the designations for this area remain unchanged; and

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

6       **NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF**  
7 **THE CITY OF COLTON:**

8       **SECTION 1.** The Planning Commission hereby adopts the recitals and findings with  
9 respect to the Ordinance prepared for the **General Plan Amendment**, as set forth in the attached  
Exhibit “A” as if fully set forth herein.

10       **SECTION 2.** The Planning Commission of the City of Colton, in accordance with the  
11 California Environmental Quality Act (CEQA), finds that, based on the basis of an Initial Study  
12 prepared to assess environmental impacts of the project, the project would not create any significant  
13 adverse impacts on the environment and a Negative Declaration (ND) has been prepared to meet  
CEQA requirements.

14       **SECTION 3.** The Planning Commission hereby recommends that the City Council of the  
15 City of Colton (“City Council”) adopt the Resolution recommending the proposed changes to Area  
16 9 and 10b but excludes the proposed change to Area 10a, in substantially the form attached hereto  
as Exhibit “A,” which is incorporated by reference.

17       **SECTION 4.** The Secretary shall certify the adoption of this Resolution.

18  
19       PASSED, APPROVED AND ADOPTED this 12th day of July, 2016.

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Richard Prieto  
Planning Commission Chairperson

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24       ATTEST:

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Planning Commission Secretary  
Mark R. Tomich, AICP

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**CERTIFICATION**

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

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Planning Commission of the City of Colton at a meeting held on July 12, 2016, by the following vote of the Planning Commission:

AYES (6): Archuleta, Arrieta, Delgado, Grossich, Larson, Prieto  
NOES (0):  
ABSENT (1): Granado-Dominguez  
ABSTAIN (0):



Planning Commission Secretary  
Mark R. Tomich, AICP

**EXHIBIT A**

**A RESOLUTION OF THE CITY OF COLTON RELATING TO A GENERAL PLAN AMENDMENT TO CHANGE THE LAND USE DESIGNATIONS ON THE LAND USE PLAN FOR PROPERTIES LOCATED AT 1070 S. LA CADENA DRIVE FROM “LIGHT INDUSTRIAL” TO “GENERAL COMMERCIAL” & 271 EAST CONGRESS DRIVE FROM “LOW DENSITY RESIDENTIAL” TO “OPEN SPACE-RESOURCE”. (FILE INDEX NO. DAP-001-277)**

**WHEREAS**, local governments are authorized by Section 65350 of California Government Code et seq to prepare, adopt and amend general plans, and by Government Code Section 65800 et seq to prepare, adopt, and amend zoning ordinance which is consistent with the general plan; and

**WHEREAS**, comprehensive updates to the Land Use Element, Housing Element, and Circulation (“Mobility”) Element of the City of Colton General Plan (hereinafter “General Plan Update”) were initiated and prepared by the City of Colton; and

**WHEREAS**, on August 20, 2013, the City Council of the City of Colton (hereinafter “City of Colton”) adopted Resolution No. 61-13 approving the General Plan Update; and

**WHEREAS**, also on August 20, 2013, the City Council adopted Resolution No. 69-13 providing follow-up direction to staff regarding implementation of the General Plan Update; and

**WHEREAS**, while certain items noted on Resolution No. 69-13 have been implemented, a city-initiated application for a **General Plan Amendment** was initiated as a project (File Index No. DAP-001-277) for the change of the land use designations for the following parcels:

- 1) Proposed change from “Industrial Park”, to other land use designations, as described below, for parcels bounded by the Santa Ana River to the north, La Cadena Drive to the east, Loma Verde residential tract to the south, and the Colton Landfill to the west consisting of the following:
  - APN 0275-192-06 (~1601 S La Cadena Dr; southwest corner of La Cadena & Tropico Ranch Road) – identified as “Area 8a”; Change from “Industrial Park” to “Neighborhood Commercial” for a 3-acre portion of the parcel at the northeast corner of the parcel measuring 400 feet along La Cadena Drive and 325 feet along the north lot line. Change from “Industrial Park” to “High Density Residential” for the ~17-acre remainder portion of the parcel.
  - APN 0275-192-07 & 0163-361-14 & 15 (~1501 S La Cadena Dr) – identified as “Area 8b”; Change from “Industrial Park” to “High Density Residential”
  - APN 0275-192-03 (~11585 S Bostick/~1600 S Bostick) – identified as “Area 8c”; Change from “Industrial Park” to “Very Low Density Residential”
  - APN 0275-192-02, -04 (~1701 S Bostick) - identified as “Area 8d” ; Change from “Industrial Park” to “Railroad Utility Corridor”
- 2) Proposed change from “Light Industrial” to “General Commercial” for the parcel bounded by La Cadena Drive to the west, Fogg Street to the south and BNSF

- 1                   railroad line to the east, and located at 1070 S La Cadena Drive - APN 0163-273-  
2                   07 - identified as “Area 9”;
- 3                   3) Proposed change from “Light Industrial” to “Medium Density Residential” for  
4                   parcel bounded by O Street to the north, Congress Street to the south, the Ninth  
5                   Street railroad spur line to the west, and Veterans Park to the east, and located at  
6                   234 E O Street - APN 0163-221-39 - identified as “Area 10a”;
- 7                   4) Proposed Change from “Low Density Residential” to “Open Space-Recreation” for  
8                   parcel bounded by Congress Street to the south, “M-1” zoned property to the west,  
9                   Veterans Parks to the north, and “R-1” zoned properties to the east, and located at  
10                  271 E Congress – APN 0163-221-35 - identified as “Area 10b”; and

11                  **WHEREAS**, the staff report accompanying this resolution is found to be true, adopted as  
12                  Findings and incorporated in this resolution; and

13                  **WHEREAS**, on July 12, 2016, the Planning Commission of the City of Colton (“Planning  
14                  Commission”) held a duly noticed public hearing at which time all persons wishing to testify in  
15                  connection with the project were heard and the project was fully examined; and

16                  **WHEREAS**, the staff report accompanying this resolution is found to be true, adopted as  
17                  Findings and incorporated in this resolution; and

18                  **WHEREAS**, the Planning Commission directed staff to prepare separate resolutions  
19                  relating to recommendations on Areas 9, and 10, as described above; and

20                  **WHEREAS**, the Planning Commission, following the conclusion of said hearing, the  
21                  Planning Commission adopted Resolution No. R-22-16, relating to Area 8, as described above; and  
22                  adopted Resolution 27-16 relating to Areas 9 and 10; and

23                  **WHEREAS**, the Planning Commission recommended approval of the project, as original  
24                  described, except for the proposed changes to Areas 8 and 10a and, instead, recommended that the  
25                  designations for these areas remain unchanged; and

26                  **WHEREAS**, pursuant to the Guidelines for the California Environmental Quality Act  
27                  (“CEQA”), an Initial Study prepared to assess environmental impacts of the project has determined  
28                  that the project would not create any significant adverse impacts on the environment and, therefore,  
29                  a Negative Declaration (ND) has been prepared, and

30                  **WHEREAS**, on \_\_\_\_\_, the City Council of the City of Colton (“City  
31                  Council”) held a duly noticed public hearing at which time all persons wishing to testify in  
32                  connection with the application were heard and the application was comprehensively reviewed; and

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

34                  NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE  
35                  CITY OF COLTON:

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

3           **SECTION 2.** Based on the entire record before the City Council and all written and oral  
4 evidence presented, including the staff report, the City Council makes the following findings:

- 5           1. The proposed change of land use designations is consistent with the overall objectives  
6 of the Colton General Plan. Removing the existing industrial land use designations from  
7 these properties and applying designations that will reduce impacts on residential  
8 neighborhoods and community at large is consistent with the following policies in the  
9 Land Use Element of the General Plan:
  - 10           • Policy LU-1.6: “Ensure that new development projects are compatible with  
11 permitted, well-maintained uses and buildings in the surrounding neighborhood or  
12 district.”
  - 13           • Policy LU-6.2: “Discourage the establishment of incompatible uses in proximity to  
14 each other.”
- 15           2. The proposed change of land use designations will not adversely affect the surrounding  
16 area or the community in general since the proposed designations will prohibit industrial  
17 uses that are most likely to have the greatest impacts on residential neighborhoods and  
18 community at large.
- 19           3. The General Plan will remain internally consistent following adoption of this  
20 Amendment.

21           **SECTION 3.** The City Council of the City of Colton, in accordance with the California  
22 Environmental Quality Act (CEQA), finds that, based on the basis of an Initial Study prepared to  
23 assess environmental impacts of the project, the project would not create any significant adverse  
24 impacts on the environment and a Negative Declaration (ND) has been prepared to meet CEQA  
25 requirements. Therefore, the City Council hereby adopts the Negative Declaration.

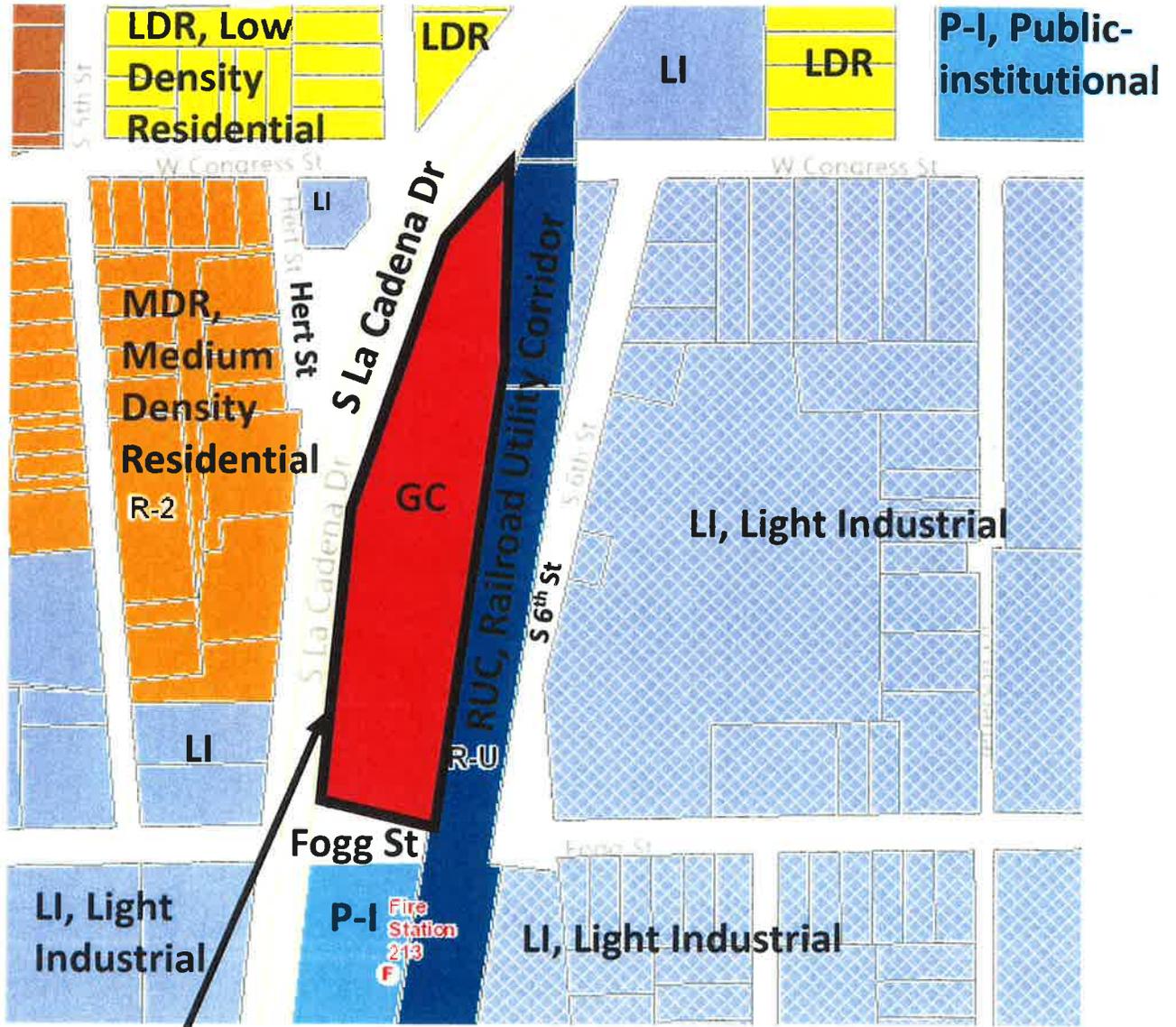
26           **SECTION 4.** Based upon the findings set forth in Sections 1, 2, and 3 of this Resolution,  
27 the City Council hereby approves the General Plan Amendment to change the land use designations  
28 of the following parcels, which excludes Areas 8 and 10a, as indicated below:

- 1           1. Proposed change from “Light Industrial” to “General Commercial” for the parcel bounded  
2 by La Cadena Drive to the west, Fogg Street to the south and BNSF railroad line to the east,  
3 and located at 1070 S La Cadena Drive - APN 0163-273-07 - identified as “Area 9” on  
4 attached map exhibits.
- 5           2. Proposed Change from “Low Density Residential” to “Open Space-Recreation” for parcel  
6 bounded by Congress Street to the south, “M-1” zoned property to the west, Veterans Parks  
7 to the north, and “R-1” zoned properties to the east, and located at 271 E Congress – APN  
8 0163-221-35 - identified as “Area 10b” on attached map exhibits; and



# Area 9

parcel zoned M-1, Light Industrial, bounded by La Cadena Drive to the west, Fogg Street to the south and BNSF railroad line to the east, and located at 1070 S La Cadena Drive - APN 0163-273-07



**PROPOSED GENERAL PLAN AMENDMENT  
FROM: LI, LIGHT INDUSTRIAL  
TO: GC, GENERAL COMMERCIAL**

June 2016

City of Colton, California  
DAP-001-277 - General Plan Update Follow  
Up & SDA-O Expansion

# Area 10b

- Parcel zoned R-1, Low Density Residential, bounded by Congress Street to the south, "M-1" zoned property to the west, Veterans Parks to the north, and "R-1" zoned properties to the east, and located at 271 E Congress – APN 0163-221-35



**PROPOSED GENERAL PLAN AMENDMENT  
FROM: LDR, LOW DENSITY RESIDENTIAL  
TO: OS-R, OPEN SPACE-RECREATION**

June 2016

City of Colton, California  
DAP-001-277 - General Plan Update Follow  
Up & SDA-O Expansion

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# STAFF REPORT

ITEM NO. 12

DATE: AUGUST 2, 2016  
TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
FROM: BILL SMITH, CITY MANAGER *B*  
PREPARED BY: DAVID X. KOLK, Ph.D., UTILITIES DIRECTOR *D. Kolk*  
SUBJECT: BASIC FEE FOR STORM WATER SERVICES AND STORM WATER MANAGEMENT USER FEE PUBLIC HEARING

## RECOMMENDED ACTION

It is recommended that the City Council conduct a public hearing and adopt Resolution No. R-82-16 approving the Basic Fee for Storm Water Services and the Storm Water Management User Fee, as provided for in Chapter 14.01 of the Colton Municipal Code.

## BACKGROUND

As a result of a state requirement issued by the California Regional Water Quality Control Board, the County of San Bernardino drafted the National Pollutant Discharge Elimination System (NPDES) Implementation Agreement. This Agreement was entered into between all the Co-Permittees (cities) listed in the Permit issued by the State to the County of San Bernardino to oversee the National Pollutant Discharge Elimination System (NPDES). This Agreement was executed in October 1990. Through the San Bernardino County Flood Control District, a five-year NPDES Storm Water Permit was issued with 16 incorporated cities (including Colton) as Co-Permittees.

Implementation of this Permit requires the City to perform regular inspections and water quality monitoring. These services are funded as authorized by Chapter 14.01 of the City's Municipal Code. Each property owner is assessed a Storm Water Management Fee based upon the land use and size of the property. The average residential Storm Water Management Fee for fiscal year 2016 is \$24.13. In order for the City to charge these fees, the County requires that the fees be submitted to the City Council for approval each year. The City Council must also hold a public hearing each year for all affected property owners.

## ISSUES/ANALYSIS

The public hearing date for the Storm Water Basic Fee and Storm Water Management Fee was set on July 19, 2016, and since published in the local newspaper. There is no increase in either the "Basic Fee for Storm Water Services" or "Storm Water Management User Fee." The fees collected

this year will fund the Storm Water Program for FY 16-17, which includes the City's operational costs for permits, storm drain cleaning, NPDES inspections and litter control.

### **FISCAL IMPACTS**

The revenues are estimated to be \$587,984.57 and will be used to fund the City's NPDES Storm Water Program as mandated by Federal and State regulations. The City's estimated Storm Water Program expenditures per the FY 16/17 adopted budget is \$551,484. Without the fees, the City's General Fund would bear the costs needed to finance the Storm Water Program.

### **ALTERNATIVES**

1. Provide alternative direction to staff.

### **ATTACHMENTS**

Resolution No. R-82-16 – Fees for Storm Water Services and Management



**PASSED, APPROVED AND ADOPTED** this 2nd day of August 2016.

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RICHARD DELAROSA  
Mayor

ATTEST:

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CAROLINA PADILLA  
City Clerk

## EXHIBIT A STORMWATER FEES - FY 2016-17

**FY 2015-16 Rate: \$24.13 per Basic Benefit Unit (BBU)**  
**FY 2016-17 Rate: \$24.13 per Basic Benefit Unit (BBU)**  
**Stormwater Management Use Fee Equals: (BBU Rate) x (No. of BBUs per Billed Parcel)**

### Basic Benefit Unit (BBU) Calculation (a)

#### **1) Single Family Residential Land Use (Stormwater Group C)**

- a. Parcel Size of 0.1667 Acres or Less: 1.0 BBU Regardless of Specific Acreage: Runoff Factor is 0.40
- b. Parcel Size Portion 0.167 to 2.50 Acres: Runoff Factor is 0.0067  
BBU equals 1.0 + (Parcel Acreage - 0.167 Acres) x 0.10
- c. Parcel Size Portion Greater Than 2.5 Acres: Runoff Factor is 0.0033  
BBU equals 1.23 + (Parcel Acreage - 2.5 Acres) x 0.05

#### **2) Other (All Other Land Use Codes and Stormwater Groups )**

Number of BBUs equals Parcel Size in Acres x BBUs per Acre per Stormwater Group (as listed below)

Stormwater Group Description	Runoff Coefficient (b)	Basic Benefit Units per Acre	San Bernardino County Land Use Code
<b>Group A - Commercial/Industrial</b>	0.80	12.00	100, 101, 102, 103, 104, 105, 106, 107, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 140, 141, 142, 143, 150, 151, 152, 153, 161, 162, 163, 164, 170, 171, 172, 173, 174, 180, 210, 211, 212, 230, 231, 232, 233, 251, 252, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 320, 321, 322, 330, 331, 332, 333, 340, 341, 342, 343, 344, 345, 346, 347, 350, 351, 352, 353, 354, 360, 361, 362, 363, 364, 365, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 387, 388, 390, 391, 392, 393, 399, 435, 799, 812, 813, 814, 815, 816, 817, 819, 823, 824, 825, 826, 827, 829, 834, 835, 836, 837, 839, 845, 846, 847, 849, 856, 857, 859, 867, 869, 879, 888, 907, 950, 951, 953
<b>Group B - Multi-family Dwellings, Churches and Schools</b>	0.60	9.00	001, 335, 336, 337, 389, 400, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 520, 521, 522, 523, 524, 525, 526, 530, 531, 532, 600, 601, 602, 603, 604, 605, 610, 611, 612, 613, 620, 621, 622, 623, 630, 631, 640, 641, 642, 643, 650
<b>Group C - Single Family Residential</b>	Varies - See (1) Above		510, 511, 512, 513, 514, 533, 534, 535, 599
<b>Group D - Agriculture/Govern/Public</b>	0.000	0.00	002, 003, 160, 236, 253, 334, 420, 421, 430, 431, 432, 433, 434, 436, 701, 702, 710, 711, 712, 713, 714, 720, 721, 722, 730, 731, 732, 733, 734, 735, 736, 737, 750, 751, 752, 753, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 778, 900, 901, 902, 903, 904, 905, 906, 952, 999
<b>Group E - Golf Courses/Cemeteries</b>	0.0067	0.10	385, 386, 410, 411
<b>Group F - Vacant/Undeveloped</b>	0.0033	0.05	000, 004, 041

No parcel is charged for fees less than \$1.

(a) The BBU calculation is based on the County Flood Control Division allocation method for County-wide communities. The BBU is based on a typical Single Family Residential parcel of 0.167 acres.

(b) The land use runoff coefficients are based on NPDES program criteria by County Flood Control, on City property.

CITY OF COLTON  
FY 2016-2017 STORMWATER MANAGEMENT FEES

Land Use Code	SW Group	BBU/Acre	Land Use	Total Acres	Total Parcels	Total Fees <sup>(1)(2)(3)</sup>
0000	F	0.05	Vacant Land	2,485.59	366	\$2,709.32
0001	B	9.00	MH Subdivision Lot	3.06	34	195.50
0002	D	0.00	Water Well Site	2.21	1	-
0003	D	0.00	Improvements Associated APN	41.34	27	-
0004	F	0.05	Unimproved Cemetery Land	39.28	11	46.21
0100	A	12.00	Storage Warehouse	71.54	66	20,107.66
0101	A	12.00	Distribution Warehouse	107.91	14	31,246.42
0102	A	12.00	Transit Warehouse	6.99	3	2,024.02
0103	A	12.00	Mini-Storage Warehouse	6.90	3	1,997.96
0104	A	12.00	Storage Building	9.72	6	2,814.52
0105	A	12.00	Lumber Storage	0.77	1	222.96
0106	A	12.00	Storage Yard	15.79	2	4,572.15
0107	A	12.00	Cold Storage Facility	32.31	2	9,355.69
0110	A	12.00	Industrial Loft	44.43	20	12,865.15
0111	A	12.00	Industrial Condo	0.71	7	205.59
0112	A	12.00	Engineering/Research Lab	5.05	1	1,462.28
0113	A	12.00	Light Industrial	164.67	74	47,681.88
0114	A	12.00	Heavy Industrial	38.62	2	11,182.81
0115	A	12.00	Food Processing	35.27	6	10,212.78
0161	A	12.00	Electric Power Plant	12.24	2	-
0171	A	12.00	Water Distribution Systems	0.01	1	2.90
0210	A	12.00	General Office	62.03	64	16,881.36
0211	A	12.00	Bank, S&L	2.77	5	802.08
0230	A	12.00	Medical Office	15.42	13	3,420.27
0231	A	12.00	Dental Office	0.46	1	133.20
0253	D	0.00	Mortuary	29.08	1	-
0300	A	12.00	Retail Store	48.61	85	14,040.80
0301	A	12.00	Retail Warehouse	6.45	1	1,867.66
0302	A	12.00	Discount Store	30.88	5	8,941.62
0303	A	12.00	Department Store	0.86	1	249.02
0304	A	12.00	Retail Strip	26.29	28	7,612.53
0305	A	12.00	Shopping Center	13.42	3	3,885.90
0308	A	12.00	Barber/Beauty Shop	0.14	1	40.54
0310	A	12.00	Dairy Sales	0.15	1	43.43
0312	A	12.00	Convenience Store	0.91	2	263.50
0313	A	12.00	Convenience Store w/Gas	5.04	8	1,459.39
0314	A	12.00	Market	2.40	9	694.95
0315	A	12.00	Supermarket	18.38	5	5,322.11
0320	A	12.00	Fast Food	15.93	30	4,612.68
0321	A	12.00	Restaurant	8.29	14	2,400.46
0322	A	12.00	Bar, Tavern	1.90	2	550.16
0330	A	12.00	Hotel	3.50	2	1,013.46
0331	A	12.00	Motel	7.52	6	2,177.48
0340	A	12.00	Car Lot	6.09	7	1,763.42
0341	A	12.00	Auto Showroom	0.79	1	228.75
0342	A	12.00	Auto Dealership (Sales, Svc)	39.60	9	11,466.58
0343	A	12.00	Service Station	3.43	6	993.20
0344	A	12.00	Service Garage	14.74	28	4,268.12
0345	A	12.00	Mini-lube Garage	1.28	2	370.64
0346	A	12.00	Car Wash, Coin-op	1.20	4	347.47
0347	A	12.00	Car Wash, Automatic	2.32	3	671.78
0350	A	12.00	Parking Lot	9.98	27	2,889.82
0351	A	12.00	Auto Storage Yard	3.30	4	955.54
0376	A	12.00	Handball/Racquetball	-	-	-
0386	E	0.10	Golf Course	52.00	1	125.48
0388	A	12.00	Clubhouse	3.01	5	871.58
0389	B	9.00	Fraternal/Veterans Organization	0.84	2	182.42
0391	A	12.00	Amusement/Theme Park	5.50	3	1,592.58

CITY OF COLTON  
FY 2016-2017 STORMWATER MANAGEMENT FEES

Land Use Code	SW		Land Use	Total Acres	Total		Total Fees <sup>(1)(2)(3)</sup>
	Group	BBU/Acre			Parcels		
0393	A	12.00	Travel Center	4.40	1		\$1,274.06
0400	B	9.00	Religious Structure	39.95	38		8,675.96
0410	E	0.10	Cemetery	47.06	7		113.57
0470	B	9.00	Educational	8.11	7		1,761.24
0471	B	9.00	Pre-School/Day Care Center	0.18	1		39.09
0472	B	9.00	Elementary School	3.81	5		827.42
0510	C	Varies	Detached SFR	1,716.71	8,690		210,601.56
0511	C	Varies	Recreational Desert/Mtn Cabin	0.20	1		24.21
0514	C	Varies	Residence on Commerical	9.33	42		1,020.50
0522	B	9.00	MH, In-Park (Leased Land)	4.30	150		-
0523	B	9.00	MH Accessories, In-Park (Leased Land)	-	-		-
0524	B	9.00	MH, Dealer Inventory	-	-		-
0525	B	9.00	MH (525)	0.18	2		39.10
0526	B	9.00	MH Permanent Foundation	21.87	227		4,731.00
0530	B	9.00	Condo	12.80	652		2,778.47
0531	B	9.00	PUD	3.57	142		775.37
0532	B	9.00	PUD, Deminimus	11.19	139		2,429.91
0599	C	Varies	Misc Residential Structure	40.56	17		393.70
0600	B	9.00	Two SFR	53.03	246		11,516.60
0601	B	9.00	Three SFR	3.82	10		829.58
0602	B	9.00	Four SFR	2.08	6		451.71
0603	B	9.00	Duplex	17.98	103		3,904.81
0604	B	9.00	Triplex (true or combination)	10.61	50		2,273.78
0605	B	9.00	Quad (true or combination)	21.72	83		4,716.88
0610	B	9.00	Multi-SFR, 5-14 Units	1.78	6		386.57
0611	B	9.00	Apartment, 5-14 Units	8.54	20		1,854.66
0621	B	9.00	Apartment, 15+ Units	128.95	26		27,608.83
0631	B	9.00	Gov't Assisted Apt (HUD, 236, Etc.)	31.49	5		6,838.68
0640	B	9.00	Rectory/Convent	0.34	1		73.84
0650	B	9.00	Manufactured Home Park	82.01	5		17,810.11
0799	A	12.00	Miscellaneous Ag Building	35.54	2		10,290.96
0813	A	12.00	Industrial/Commercial	6.14	2		1,777.90
0835	A	12.00	Commercial/Single Family Residential	0.24	2		69.49
0836	A	12.00	Commercial/Multi Family	0.17	1		49.23
0903	D	0.00	Common Area, Greenbelt	2.17	3		-
0999	D	0.00	Check	37.42	14		-
<b>TOTALS</b>				<b>5,937.18</b>	<b>11,744</b>		<b>\$587,984.57</b>

<sup>(1)</sup> Slight variance due to rounding.

<sup>(2)</sup> The information provided is subject to change as a result of parcel changes and updates received from the County.

<sup>(3)</sup> Charge Roll on file with City Clerk.

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## STAFF REPORT

DATE: AUGUST 2, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: BILL SMITH, CITY MANAGER *BS*

PREPARED BY: CARLOS CAMPOS, CITY ATTORNEY *CC*  
 STACEY DABBS, FINANCE MANAGER *SD*

SUBJECT: CONSIDER ADOPTION OF RESOLUTIONS TO PLACE A BALLOT MEASURE ON THE NOVEMBER 8, 2016 MUNICIPAL ELECTION TO INCREASE THE CITY OF COLTON'S TRANSIENT OCCUPANCY TAX RATE FROM 10% TO 12.5%, DEDICATING THE ADDITIONAL 2.5% RATE ABOVE 10% FOR SPECIFIC PURPOSES, AND MAKING CERTAIN TECHNICAL UPDATES TO THE CITY'S TRANSIENT OCCUPANCY TAX ORDINANCE

### RECOMMENDED ACTION

It is recommended that the City Council approve and adopt the following resolutions:

1. Resolution No. R-74-16 – “A Resolution of the City Council of the City of Colton, California, Calling for the Placement of Special Tax Measure to be held at the November 8, 2016 General Municipal Election for the Submission to the Qualified Voters of a Proposed Ordinance Amending the City's Transient Occupancy (Hotel) Tax by Increasing the Rate from 10% to 12.5%, Dedicating the Additional 2.5% of the Tax Rate Above 10% for Specific Purposes, and Addressing Online Travel Company and Other Third Party Bookings, and Making Various Conforming Changes”
2. Resolution No. R-75-16 – “A Resolution of the City Council of the City of Colton, California, Requesting the Board of Supervisors of San Bernardino County to Consolidate a General Municipal Election to be held on November 8, 2016 with the Statewide General Election to be held on the same date pursuant to Section 10403 of the Elections Code”
3. Resolution No. R-76-16 – “A Resolution of the City Council of the City of Colton, California, Providing for the Filing of Primary and Rebuttal Arguments and Setting Rules for the Filing of Written Arguments Regarding a City Measure to be Submitted at the November 8, 2016 General Municipal Election”

## **BACKGROUND**

The Transient Occupancy (Hotel) Tax (“TOT”) is a tax on hotels, motels and other short term accommodations that is assessed on guests who occupy these establishments. It is collected by the hoteliers or their agents on behalf of the City. The TOT is a general tax of which the proceeds are deposited into the City’s General Fund. Important City services such as police protection, fire services, street and building operations and maintenance, library services, parks and recreation services and general municipal service to the public are paid from the General Fund.

Since 1967, guests staying at these establishments have paid the TOT based on the hotel room charge/rent. The City’s current TOT rate of 10% has been in place since 1983.

## **DISCUSSION**

The purpose of the TOT is to collect funds to recover costs incurred for street maintenance, police and fire services, parks, and other City infrastructure and services related to transient occupants. With continuously increasing infrastructure and service demands on the City, it is important to review City revenue sources to ensure the revenue base is well situated with the costs associated with that revenue. The TOT does not impose a direct impact to property owners or residents, rather it is assessed when tourists or visitors stay overnight in a lodging establishment.

At its July 19 meeting, the City Council considered a proposed measure that would increase the TOT rate from 10% to 12.5%, as well as make certain amendments to modernize the City’s TOT Code by addressing online and other third-party bookings. Under that proposal, the entire TOT would have remained a general tax, the revenues from which would be deposited into the City’s General Fund to pay for important general City services. After much discussion, City Council further directed staff to engage the expertise of the City’s contracted economist to evaluate the TOT rate to ensure the market is able to bear the recommended increase without a negative impact on local business. Expert evaluation of the proposed rates and the potential impact to the market revealed that “an increase to 12.5% likely does not impact the decision to develop, nor consumer behavior but an increase to 15% may impact both development and operational models.” The evaluation further identified the City as a secondary market for transient occupants, meaning “unless a stay is related to visiting someone at Arrowhead Regional Medical Center or an employment driven stay, visitors are generally staying in Colton to travel to a destination in a surrounding community.”

Subsequent to evaluation of economic report and in consideration of direction received from City Council, staff’s recommendation is to place a measure on the ballot that would increase the TOT rate from 10% to 12.5%, as well as make certain amendments to address online and other third-party bookings. However, a key difference is that the additional 2.5% rate above the current 10% rate would be declared a special tax, the revenues from which would be deposited into a special City Fund, and would be limited to paying for the costs of constructing, maintaining and rehabilitating the City’s athletic/recreational fields and related facilities. The underlying 10% rate would continue to be a general tax.

The revised measure would amend the City's TOT ordinance in the following ways:

- Increases the rate of TOT from ten percent (10%) to twelve and one-half percent (12.5%) of the rent paid by guests to occupy a room or other space in a hotel. It is anticipated that this rate increase will generate an additional \$150,000. However, this additional rate increase would be declared a special tax and the revenues therefrom would be limited to paying for the costs of constructing, maintaining and rehabilitating the City's athletic/recreational fields and related facilities;
- Clarifies that if a guest occupies a hotel for longer than 30 consecutive days, the TOT will nonetheless apply to the first 30 days of hotel occupancy (some hotel guests have argued that if they stay longer than 30 days, their entire stay is exempt from TOT);
- Includes online travel companies (e.g.: Expedia, Travelocity), online short-term rental companies (e.g.: AirBnB) and other similar third parties as hotel "operators" for the purpose of collecting the City's full TOT from guests who purchase occupancy of a room or space in a hotel via the Internet, or by similar electronic means. (In cities with older TOT ordinance language, many of these companies either do not pay the TOT or pay less than the full amount);
- Clarifies that the taxable rent paid for a hotel room or space includes all rates and fees commonly charged for hotel occupancy, such as room rates, service charges, parking fees, block or group reservation charges, retail markup, commissions, cancellation charges, and online booking fees;
- Addresses "block reservation" arrangements by providing that the period of taxable occupancy is measured by the length of an individual guest's stay, not the length of the "block reservation" or similar agreement entered into by the guest's employer or agent; and
- Includes certain clarifying amendments regarding exemptions from the TOT.

On November 6, 1996, the voters of the State of California approved Proposition 218 (California Constitution, Article XIII C), an amendment to the State Constitution which requires that all special taxes which are imposed, extended or increased must be submitted to the electorate and approved by a two-thirds (2/3) supermajority vote of the qualified electors voting in the election.

The City of Colton will hold a general municipal election on November 8, 2016 for the purpose of filling elective offices for three Councilmember seats, a City Clerk and City Treasurer. California law permits the City to place a special tax measure on any ballot permitted by law. Therefore, placement on the November 8, 2016 ballot is authorized.

Because it is a special tax, Proposition 218 only requires a simple majority of the Council to place the measure on the ballot. The final deadline for the City Council to place a measure on the November 8 ballot is August 12, 2016. If the measure is not submitted on the November 8, 2016 general election ballot, the next regularly available ballot will be in two years, at the general

election in November 2018. The City Council could also opt to place it on any future special election date recognized by law (e.g. March 7, 2017); however, it will require that the Council make a unanimous declaration of fiscal emergency with findings.

The first resolution, R-74-16, calls for the placement of the ballot measure on the November 8, 2016 general municipal election. The second resolution, R-75-16, requests that the measure be consolidated with the Statewide General Election being conducted on the same date. The third resolution, R-76-16, provides information and sets rules for the filing of primary and rebuttal arguments regarding the measure.

### **FISCAL IMPACTS**

Placement of a measure on the November 8, 2016 general election ballot is estimated to cost approximately \$10,000. Funds are budgeted and available in General Fund account number 100-6010-6010-2401.

If passed, the rate increase to 12.5% is anticipated to provide additional annual revenue of \$150,000. This additional revenue would be deposited in a special City fund and limited to paying for the construction, maintenance or rehabilitation of the City's athletic/recreational fields and related facilities.

### **ENVIRONMENTAL IMPACTS**

Staff recommends that this action be determined Categorical Exempt under California Environmental Quality Act (CEQA) Guidelines Section 15378(b)(5) because the ballot measure relates to organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment, and therefore is not a project within the meaning of the California Environmental Quality Act.

### **ALTERNATIVES**

1. Provide alternative direction to staff.

### **ATTACHMENTS**

1. Resolution R-74-16
2. Resolution R-75-16
3. Resolution R-76-16

**RESOLUTION NO. R-74-16**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLTON, CALIFORNIA CALLING FOR THE PLACEMENT OF A SPECIAL TAX MEASURE TO BE HELD AT THE NOVEMBER 8, 2016 GENERAL MUNICIPAL ELECTION FOR THE SUBMISSION TO THE QUALIFIED VOTERS OF A PROPOSED ORDINANCE AMENDING THE CITY'S TRANSIENT OCCUPANCY (HOTEL) TAX BY INCREASING THE RATE FROM 10% TO 12.5%, DEDICATING THE ADDITIONAL 2.5% OF THE TAX RATE ABOVE 10% FOR SPECIFIC PURPOSES, AND ADDRESSING ONLINE TRAVEL COMPANY AND OTHER THIRD PARTY BOOKINGS, AND MAKING VARIOUS CONFORMING CHANGES.**

**WHEREAS**, pursuant to Section 9222 of the California Elections Code, the City Council has authority to place propositions on the ballot to be considered at a Municipal Election; and

**WHEREAS**, pursuant to Chapter 3.24 of Title 3 of the Colton Municipal Code (C.M.C. §§3.24.010 through 3.24.180), the City currently imposes a Transient Occupancy Tax (Hotel) Tax ("TOT") at the rate of ten percent (10%) upon guests of hotels and other transient accommodations within the City; and

**WHEREAS**, the current 10% rate of the TOT is a general tax the proceeds of which are deposited into the City's general fund. The general fund pays for important City services such as police protection, fire and paramedic services, street operations and maintenance, library services, parks and recreation services and general municipal services to the public; and

**WHEREAS**, the City Council desires to amend the Colton Municipal Code to increase the rate of the TOT from ten percent (10%) to twelve and one-half percent (12.5%); and

**WHEREAS**, the City Council desires that the rate increase in the TOT above the current 10% rate (the additional 2.5% of the rate) be proposed to the voters as a special tax, the proceeds of which will be deposited into a special fund dedicated for paying the costs of construction, maintenance and rehabilitation of athletic/recreational fields and related facilities within the City of Colton; and

**WHEREAS**, the City Council desires to amend the Colton Municipal Code to allow for the imposition and collection of the TOT on the full rent charged to a guest for hotel occupancy, or occupancy in any short term rental, whether the occupancy is booked directly by the guest, through the guest's employer or agent, through online travel companies which enable guests to purchase occupancy via the Internet, or through online short term rental companies operating to facilitate connections in the rental market or

otherwise broker short term rentals between a host and a guest, or by similar electronic means; and

**WHEREAS**, on November 6, 1996, the voters of the State of California approved Proposition 218 (California Constitution, Article XIIC), an amendment to the State Constitution which requires that all special taxes which are imposed, extended or increased must be submitted to the electorate and approved by a two-thirds (2/3) supermajority vote of the qualified electors voting in the election; and

**WHEREAS**, the amendments proposed in the attached ordinance which increase the rate of the TOT constitute a tax “increase” subject to Proposition 218; and

**WHEREAS**, the amendments proposed in the attached ordinance which apply the TOT rate to the total rent charged to a guest for occupancy in a hotel (including any retail markup and other charges imposed through purchase of occupancy through an employer, agent, on-line travel company, or online short term rental company) may also be characterized as an “increase” in the TOT under Proposition 218; and

**WHEREAS**, the City Council desires to submit to the voters at the November 8, 2016 General Municipal Election one ballot proposition, entitled:

"Shall the City of Colton increase the Transient Occupancy (Room) Tax rate from 10% to 12.5%, with the extra 2.5% rate increase generating approximately \$150,000 annually that will specifically pay for the construction, maintenance and rehabilitation of the City's athletic/recreational fields and related facilities, until ended by voters, and to apply the Tax to all rent charged by hotel operators, including online travel and short term rental companies, for transient occupancy of any hotel room?"

**WHEREAS**, pursuant to Government Code §53724 (“Proposition 62”), a majority of the City Council is required to place the Measure on the November 8, 2016 ballot.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COLTON, CALIFORNIA, DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:**

**SECTION 1.** Findings. The City Council finds that all of the preceding recitals are true and correct and are hereby incorporated and adopted as findings and determinations by the City Council as if fully set forth herein.

**SECTION 2.** By adoption of Resolution No. R-41-16 on June 7, 2016, the City Council has called and given notice of a General Municipal Election to be held on Tuesday, November 8, 2016 in the City of Colton, County of San Bernardino, for the election of three members of the City Council for a term of four years, a City Clerk for a term of four years, and a City Treasurer for a term of four years.



text of the Measure is not printed on the ballot, or in the voter information portion of the sample ballot, there shall be printed immediately below the impartial analysis, in no less than 10-font bold type, the following: **“The above statement is an impartial analysis of Ordinance or Measure “ \_\_\_ ”. If you desire a copy of the ordinance or measure, please call the election official’s office at (insert phone number) and a copy will be mailed at no cost to you.”**

**SECTION 8.** Certification. The City Clerk shall certify to the adoption of this Resolution.

**SECTION 9.** Filing with County. The City Clerk shall, not later than the 88th day prior to the General Municipal Election to be held on Tuesday, November 8, 2016, file with the Board of Supervisors and the County Clerk – Registrar of Voters of the County of San Bernardino, State of California, a certified copy of this Resolution.

**SECTION 10.** Public Examination. Pursuant to California Elections Code §9295, this measure will be available for public examination for no fewer than ten (10) calendar days prior to being submitted for printing in the sample ballot. The examination period will end on the day that is seventy-five (75) days prior to the date set for the election. The Clerk shall post notice in the Clerk’s office of the specific dates that the examination period will run.

**PASSED, APPROVED and ADOPTED** this 2nd day of August, 2016.

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Richard A. DeLa Rosa, Mayor

**ATTEST:**

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Carolina R. Padilla, City Clerk

**APPROVED AS TO FORM:**

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Carlos Campos, City Attorney  
Best Best & Krieger

Exhibit "A"

ORDINANCE NO. O-XX-16

MEASURE “ \_\_\_\_\_ ”

AN ORDINANCE OF THE PEOPLE OF THE CITY OF COLTON AMENDING THE CITY’S TRANSIENT OCCUPANCY (ROOM) TAX CODE BY INCREASING THE RATE FROM 10% TO 12.5%, DEDICATING THE ADDITIONAL 2.5% OF THE TAX RATE ABOVE 10% FOR SPECIFIC PURPOSES, AND ADDRESSING ONLINE TRAVEL COMPANY AND OTHER THIRD PARTY BOOKINGS, AND MAKING VARIOUS CONFORMING CHANGES.

(NOTE: additions are highlighted in ***bold italics*** and deletions are highlighted in ~~strikeout~~)

THE PEOPLE OF THE CITY OF COLTON, CALIFORNIA DO HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Section 3.24.020 of Chapter 3.24 of Title 3 of the Colton Municipal Code is hereby amended to read as follows:

**"3.24.020. Definitions.**

Except where the context otherwise requires, the definitions given in this section govern the construction of this chapter.

***“Block Reservation” means an arrangement whereby a person reserves, whether on an exclusive or non-exclusive basis, a room or block/group of rooms for a defined period of time under a written or oral agreement with an operator, intending for such room(s) to be occupied by that person’s employees or agents on an intermittent, periodic or “as needed” basis during that defined period of time.***

“Hotel” means any structure, or any portion of any structure, which is occupied or intended or designed for occupancy by transients for dwelling, lodging or sleeping purposes, and includes any hotel, inn, tourist home or house, motel, studio hotel, bachelor hotel, lodging house, rooming house, apartment house, dormitory, public or private club, mobile home or house trailer at a fixed location, or other similar structure or portion thereof.

“Occupancy” means the use or possession, or the right to use, or possession of any room or rooms or portion thereof (***whether or not the person entitled to the use or possession actually uses or possesses such room or rooms or portion thereof***), in any hotel for dwelling, lodging or sleeping purposes. ***The use or possession or right to use or possess any room or any suite of connecting rooms as office space, banquet or private dining rooms, or exhibits, sample or display space shall not be considered “occupancy” within the meaning of this definition unless the person exercising occupancy uses or***

*possesses, or has the right to use or possess all or any portion of such room or suite of rooms for dwelling, lodging or sleeping purposes.*

*“Online Short Term Rental Company” shall mean any person, whether operating for profit or not for profit, which facilitates the connection between transients aiming to purchase occupancy in any hotel via the Internet, or by similar electronic means.*

*“Online Travel Company” shall mean any person, whether operating for profit or not for profit, which enables transients to purchase occupancy in a hotel via the Internet, or by similar electronic means.*

“Operator” means the person who is proprietor of the hotel *or any other person who has the right to rent rooms within the hotel to customers or to facilitate the rental of rooms via an online short term rental company*, whether in the capacity of owner, lessee, sublessee, mortgagee in possession, licensee, *seller, reseller*, or any other capacity. Where the operator performs his functions through a managing agent *or booking agent* of any type or character, other than an employee (*including, but not limited to, an online travel company or online short term rental company*), the managing agent *or booking agent* shall also be deemed an operator for the purposes of this chapter and shall have the same duties and liabilities as his principal. *Full* compliance with the provisions of this chapter by either the principal or the managing agent *or booking agent* shall, however, be considered to be compliance by both.

"Person" means any individual, firm, partnership, joint venture, association, social club, fraternal organization, joint stock company, corporation, estate, trust, business trust, receiver, trustee, syndicate, or any other group or combination acting as a unit.

“Rent” means the *total* consideration charged *to the transient, (including but not limited to, room rates, service charges, parking fees, purchase price, advance registration, block or group reservation charges, assessments, retail markup, commission, processing fees, cancellation charges, attrition fees, or online booking or broker fees)*, whether or not received, for the occupancy of space in a hotel valued in money, whether to be received in money, goods, labor or otherwise, including all receipts, cash, credits and property and services of any kind or nature, without any deduction therefrom whatsoever. *Nothing in this definition shall be construed to mean that rent is charged directly or indirectly for occupancy in a hotel when a room is provided to the transient as a compliment for the operator and where no consideration is charged to or received from any other person. Further, bona fide charges for food and beverages which are subject to tax under the California Sales and Use Tax Law (Revenue and Taxation Code Sections 6001 et. seq.) shall not be deemed rent subject to the tax imposed by this Part.*

“Tax Administrator” means city manager or such other city employee/official, as shall be designated by the City Council *manager*.

“Transient” means any person who exercises occupancy or is entitled to occupy by reason of concession, permit, right of access, license or other agreement for a period of

thirty consecutive calendar days or less, counting portions of calendar days as full days.  
***The following rules shall apply to this definition:***

- A. Any such person so occupying space ***or entitled to occupy a room*** in a hotel shall be deemed to be a transient until the period of (30) ***calendar*** days has expired ~~unless there is an agreement in writing between the operator and the occupant providing for a longer period of occupancy.~~ Any individual who exercises or is entitled to occupancy for a period of thirty ***consecutive*** calendar days or less shall be deemed to be a transient, regardless of whether the reservation and payment or payment for occupancy is made directly by the individual exercising ***or entitled to*** occupancy or another person or entity. The intent is to tax the individual occupying ***or having the entitlement to occupy*** the hotel room.

For purposes of this definition, the exercise of or entitlement to occupancy shall be evidenced by any of the following:

1. An individual's signature on a Hotel registration card or form, a Hotel invoice or receipt or any other document associated with an individual's Occupancy in a Hotel; and/or
  2. An individual's providing identification to Hotel staff as proof of employment, membership or affiliation ~~with a Person as defined in subsection D. of this section~~ as a condition of or in connection with exercising Occupancy in a Hotel.
- B. In determining whether a person is a transient, uninterrupted periods of time extending both prior and subsequent to the effective date of this Part may be considered.
- C. ***In the event a person exercises or is entitled to occupancy for a continuous and uninterrupted period of longer than 30 calendar days, he or she shall be deemed a transient and subject to the tax for only the first 30 calendar days of occupancy and shall cease being a transient and the tax shall not apply on the 31st calendar day of occupancy and following. However, any break or interruption in occupancy shall start a new 30 day period subject to the tax.***
- D. ***In the case of a block reservation, a person's employee or agent shall be deemed a transient if that employee or agent exercises or is entitled to occupancy of a room for a period of 30 consecutive calendar days or less, regardless of the duration of any block reservation agreement. By way of example, if a corporation enters into a one-year block reservation agreement with an operator and one of the corporation's employees occupies a room for 30 calendar days, the employee shall be deemed a transient whose occupancy is subject to the tax, notwithstanding the fact that the block reservation agreement has a duration longer than 30 calendar days."***

SECTION 2. Section 3.24.030 of Chapter 3.24 of Title 3 of the Colton Municipal Code is hereby amended to read as follows:

**"3.24.030 Imposition—Rate—Purposes of Tax.**

- A. For the privilege of occupancy in any hotel, each transient is subject to and shall pay a tax in the amount of ~~10~~ 12.5 percent of the rent charged by the operator. This tax constitutes a debt owed by the transient to the City which is extinguished only by payment to the operator of the hotel at the same time the rent is paid. If the rent is paid in installments, a proportionate share of the tax shall be paid with each installment. The unpaid tax shall be due when the transient ceases to occupy space in the hotel *occupancy*. If for any reason the tax due is not paid to the operator of the hotel, the Tax Administrator may require that such tax shall be paid directly to the Tax Administrator.
- B. *The basic 10% rate of the tax is and shall remain a general tax, the revenues from which shall be deposited into the City's general fund and which may be used to pay for any valid general expenditures of the City of Colton.*
- C. *The additional 2.5% of the tax rate is hereby declared to be a special tax, the revenues from which shall be deposited into a special fund of the City and which may only be expended for the following specific purposes: The construction, maintenance and/or rehabilitation of athletic/recreational fields and related facilities located within the City of Colton.*

SECTION 3. Section 3.24.040 of Chapter 3.24 of Title 3 of the Colton Municipal Code is hereby amended to read as follows:

**"3.24.040. Exemptions.**

No tax shall be imposed upon:

- A. Any person as to whom, or any occupancy as to which, it is beyond the power of the City to impose the tax herein provided;
- B. Any federal or State *of California* officer or employee when *occupying a room while* on official *government* business. *For purposes of this section, non-employee students, supporters and volunteers of California public universities and colleges shall not be deemed to be officers or employees of the State of California.*
- C. Any officer or employee of a foreign government who is exempt by reason of express provision of federal law or international treaty.
- D. No exemption shall be granted except upon a claim therefor made at the time rent is collected and under penalty of perjury upon a form prescribed by the Tax Administrator. *Any federal or State of California officer or employee when on official government business claiming such an exemption shall provide to the operator as conclusive evidence that his or her occupancy is for the official business of his or her employer:*

- (1) *Travel orders from his or her government employer; or a government warrant issued by his or her employer to pay for the occupancy; or a government credit card issued by his or her employer to pay for the occupancy; and*
- (2) *proof of his or her governmental employment as an employee or officer as described in subsection (B), and proof, consistent with these provisions, that his or her occupancy is for the official business of his or her governmental employer.*

*It shall be the duty of an operator to keep and maintain for a period of three (3) years written documentation in support of each exemption granted under this Section."*

**SECTION 4. Effective Date.** Pursuant to California Constitution Article XIIC §(2)(d) and California Elections Code §9217, if a two-thirds (2/3) supermajority of the qualified voters voting in the election on Measure “\_\_\_” vote in favor of the adoption of such measure, this ordinance shall be deemed valid and binding and shall be considered as adopted upon the date that the vote is declared by the City Council, and shall go into effect ten (10) days after that date.

**SECTION 5. Severability.** If any section, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this ordinance. The People of the City of Colton hereby declare that they would have adopted this ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

**SECTION 6. Certification/Summary.** Following the City Clerk’s certification that the citizens of Colton have approved this Ordinance, the Mayor shall sign this Ordinance and the City Clerk shall cause the same to be entered in the book of original ordinances of said City; and shall cause the same, or a summary thereof, to be published as required by law.

Adopted by the People of the City of Colton on the 8th day of November, 2016.

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Richard A. DeLaRosa, Mayor

**ATTEST:**

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Carolina R. Padilla, City Clerk

APPROVED AS TO FORM:

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Carlos Campos, City Attorney  
Best Best & Krieger

**RESOLUTION NO. R-75-16**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLTON, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF SAN BERNARDINO COUNTY TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 8, 2016 WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE SAME DATE PURSUANT TO SECTION 10403 OF THE ELECTIONS CODE.**

**WHEREAS**, by adoption of Resolution No. R-41-16 on June 7, 2016, the City Council has called and given notice of a General Municipal Election to be held on November 8, 2016 in the City of Colton, County of San Bernardino, for the election of three members of the City Council for a term of four years, a City Clerk for a term of four years, and a City Treasurer for a term of four years; and

**WHEREAS**, the City Council is submitting to the voters a question related to the City’s transient occupancy (hotel) tax (“TOT”); and

**WHEREAS**, it is desirable that the General Municipal Election be consolidated with the Statewide General Election to be held on the same date and that within the City the precincts, polling places and election officers of the two elections be the same, and that the San Bernardino County election department canvass the returns of the General Municipal Election and that the election be held in all respects as if there were only one election.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COLTON, CALIFORNIA, DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:**

**SECTION 1.** Request for Consolidation. Pursuant to the requirements of Section 10403 of the Elections Code, the Board of Supervisors of the County of San Bernardino is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide General Election on Tuesday, November 8, 2016, for the purpose of submitting to the voters the question relating to the City’s TOT tax.

**SECTION 2.** Measure Language. The measure is to appear on the ballot as follows:

"Shall the City of Colton increase the Transient Occupancy (Room) Tax rate from 10% to 12.5%, with the extra 2.5% rate increase generating approximately \$150,000 annually that will specifically pay for the construction, maintenance and rehabilitation of the City’s athletic/recreational fields and related facilities, until ended by voters, and to apply the Tax to all rent charged by hotel operators, including online travel and short term rental companies, for transient occupancy of any hotel room?"	Yes
	No

**SECTION 3.** Canvass of Returns. The County election department is authorized to canvass the returns and perform all other proceedings incidental to and connected with the General Municipal Election. The Election shall be held in all respects as if there were only one election, and only one form of ballot shall be used. Pursuant to California Elections Code Sections 10403 and 10418, the election will be held and conducted in accordance with the provisions of law regulating the Statewide General Election.

**SECTION 4.** Necessary Steps. The Board of Supervisors is requested to issue instructions to the County election department to take any and all steps necessary for the holding of the consolidated election.

**SECTION 5.** Costs. The City of Colton recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any costs.

**SECTION 6.** Filing of Resolution. The City Clerk is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the election department of the County of San Bernardino.

**SECTION 7.** Certification. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

**PASSED, APPROVED and ADOPTED** this 2nd day of August, 2016.

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Richard A. DeLaRosa, Mayor

**ATTEST:**

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Carolina R. Padilla, City Clerk

**APPROVED AS TO FORM:**

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Carlos Campos, City Attorney  
Best Best & Krieger

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**RESOLUTION NO. R-76-16**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLTON, CALIFORNIA, PROVIDING FOR THE FILING OF PRIMARY AND REBUTTAL ARGUMENTS AND SETTING RULES FOR THE FILING OF WRITTEN ARGUMENTS REGARDING A CITY MEASURE TO BE SUBMITTED AT THE NOVEMBER 8, 2016 GENERAL MUNICIPAL ELECTION**

**WHEREAS**, a General Municipal Election is to be held in the City of Colton, California on November 8, 2016, at which there will be submitted to the voters the following measure:

"Shall the City of Colton increase the Transient Occupancy (Room) Tax rate from 10% to 12.5%, with the extra 2.5% rate increase generating approximately \$150,000 annually that will specifically pay for the construction, maintenance and rehabilitation of the City's athletic/recreational fields and related facilities, until ended by voters, and to apply the Tax to all rent charged by hotel operators, including online travel and short term rental companies, for transient occupancy of any hotel room?"	Yes
	No

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COLTON, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:**

**Section 1. Primary Arguments.** That the City Council authorizes (i) the City Council or any member(s) of the City Council, (ii) any individual voter eligible to vote on the above measure, (iii) a bona fide association of such citizens or (iv) any combination of voters and associations, to file a written argument in favor of or against the City measure, accompanied by the printed name(s) and signature(s) of the author(s) submitting it, in accordance with Article 4, Chapter 3, Division 9 of the Elections Code of the State of California, and to change the argument until and including the date fixed below by the City Clerk, after which no arguments for or against the City measure may be submitted to the City Clerk.

The deadline to submit arguments for or against the City Measure pursuant to this Resolution is declared by the City Clerk to be **Thursday, August 25, 2016, at 5:00 p.m.** Each argument shall not exceed 300 words and shall be filed with the City Clerk, signed, and include the printed name(s) and signature(s) of the author(s) submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of its principal officers who is the author of the argument.

**Section 2. Rebuttal Arguments.** Pursuant to Section 9285 of the Elections Code of

1 the State of California, when the City Clerk has selected the primary arguments for and  
2 against the City Measure(s) which will be printed and distributed to the voters, the Clerk shall  
3 send copies of the primary argument in favor of the Measure(s) to the authors of the primary  
4 argument against, and copies of the primary argument against to the authors of the primary  
5 argument in favor. The authors or persons designated by them may prepare and submit  
6 rebuttal arguments not exceeding 250 words. The rebuttal arguments shall be filed with the  
7 City Clerk not later than **Tuesday, August 30, 2016 at 5:00 p.m.** Rebuttal arguments shall  
8 be printed in the same manner as the primary arguments. Each rebuttal argument shall  
9 immediately follow the primary argument which it seeks to rebut.

7 **Section 3. Prior Resolutions.** That all previous resolutions providing for the filing  
8 of primary and rebuttal arguments related to City measures are repealed.

9 **Section 4. November 8, 2016 Election.** That the provisions of Sections 1 and 2 shall  
10 apply only to the election to be held on November 8, 2016, and shall then be repealed.

11 **Section 5. Certification.** The City Clerk shall certify to the passage and adoption of  
12 this resolution and enter it into the book of original Resolutions.

13 **PASSED, APPROVED AND ADOPTED** this 2nd day of August, 2016.

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Richard A. DeLaRosa, Mayor

17 ATTEST:

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Carolina R. Padilla, City Clerk

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23 APPROVED AS TO FORM:

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Carlos Campos, City Attorney  
27 Best Best & Krieger

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