



CITY OF COLTON

City Hall

650 N. La Cadena Drive
Colton, CA 92324

Website: www.coltonca.gov

Mayor Richard A. DeLaRosa

Council Members:

- David J. Toro – District 1
- Summer Zamora 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, SEPTEMBER 6, 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. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
 Pursuant to Government Code section 54957(b)
 Title: Executive Administrator to the Mayor and City Council

- B. CONFERENCE WITH LABOR NEGOTIATORS
 Pursuant to Government Code Section 54957.6
 Agency designated representatives: Bill Smith, City Manager
 Employee Groups: General Unit, Mid-Management Unit, Confidential Group, Colton Police Officers Association, Colton Police Dispatchers Association, Colton Fire Association; International Brotherhood of Electrical Workers (IBEW), Water and Wastewater

- C. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
 Pursuant to Government Code Section 54956.9(d)(1)
 City of Colton, California v. FERC
 9th Circuit Court of Appeal, Case No. 09-72588

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 Eric Strutz - Door Christian Fellowship

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

ROLL CALL

CEREMONIAL MATTERS *Presentations, Awards, Proclamations*

- Recognition of 129th Colton Birthday Celebration Sponsorship

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))

CITY TREASURER’S REPORTS

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

PUBLIC COMMENT

Limit 5 Minutes

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

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

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

CONSENT CALENDAR

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

- (1) Minutes – Approval of Minutes for the City Council Regular Meeting Held August 2, 2016; Minutes for the City Council Regular Meeting Held August 16, 2016, on File in the Office of the City Clerk. **[City Clerk Padilla]**
- (2) Warrants – Approval of Payable Warrants dated 07/27/2016 and totaling \$34,423.47; voucher numbers 157613 to 157753 dated 08/11/2016 and totaling \$3,763,182.78; voucher numbers 157754 to 157872 dated 08/18/2016 and totaling \$1,613,468.31; voucher numbers 157873 to 158050 dated 08/25/2016 and totaling \$5,767,154.70, less voided checks totaling \$51,101.38 and a payroll disbursement listing for the period 07/30/2016 to 08/12/2016 and totaling \$760,109.53. **[Staff Person: S. Dabbs]**
- (3) Second Reading of Ordinance No. O-16-16 – Waive full reading and pass second reading of an Ordinance of the City of Colton, amending portions of Chapter 8.05 relating to abandoned and distressed residential property, and adding Chapter 8.16 relating to the registration and maintenance of vacant and abandoned commercial and industrial property, **ORDINANCE NO. O-16-16. [City Attorney]**
- (4) Purchase of (35) Level IV Ballistic Plate Carriers – Approve the Purchase of thirty five level IV ballistic plate carriers from Special Operations Technologies. Special Operations Technologies submitted the low bid with an estimated cost of \$25,749.36. **[Staff Person: M. Owens]**
- (5) Award of Bid for Tree Trimming Services - (1) award the bid for City-Wide Tree Trimming Maintenance and Electric Utility Line Clearance Project to The Original Mowbray’s Tree Service,

Inc. for a total amount of \$140,000 (\$80,000 for city-wide services and \$60,000 for electric utility line clearance services), (2) authorize the City Manager to execute contract documents for a one year term, effective November 1, 2016, through October 31, 2017, and (3) authorize the City manager to exercise up to three (3) optional one-year renewal periods. **[Staff Person: D. Kolk]**

- (6) Approve the Adjustment for Audit Fees with HdL Companies - Approve the amounts budgeted for the annual agreements with Hinderliter, de Llamas and Associates for Sales Tax information and audit services in the amount of \$30,400; and the annual agreement with HdL Coren and Cone for Property Tax reporting and Audit Services in the amount of \$13,860. **[Staff Person: A. Morgan]**
- (7) Professional Services Agreement with Smothers Appraisal - Approve a Professional Services Agreement with Smothers Appraisal in the amount of \$30,000. **[Staff Person: A. Morgan]**
- (8) First Amendment to Professional Services Agreement with Criterion Automation – Approve the First Amendment to the Professional Services Agreement with Criterion Automation, Inc., increasing the total compensation by \$2,000 for repairs to Veterans Park Splash Pad Tanks and Authorize the City Manager to execute the Amendment. The total aggregate amount is not-to-exceed \$27,000. **[Staff Person: D. Kolk]**
- (9) Cooperative Agreement with SANBAG - Approve the Cooperative Agreement between the City of Colton and SANBAG for the retiming of San Bernardino Valley Coordinated Traffic Signal System (SBVCTSS) and authorize the City Manager and the City Attorney to approve any minor non-substantive changes. **[Staff Person: D. Kolk]**
- (10) Parcel Map 19549 – Accept and Approve the recordation of Parcel Map 19549. **[Staff Person: D. Kolk]**
- (11) Measure I Capital Improvement Plan and Capital Project Needs Analysis for FY 2016-17 – 1. Approve Resolution No. R-83-16 reaffirming and adopting Fiscal Year 2016/2017 Measure I Five-Year Capital Improvement Plan and Expenditure Strategy Plan. 2. Approve Resolution R-84-16 approving submittal of the Fiscal Year 2017/2018 thru FY 2021/2022 Five-Year Capital Projects Needs Analysis (CPNA) to the San Bernardino Associated Governments, as required by the Measure I Strategic Plan. 3. Approve Resolution R-85-16 amending the Fiscal Year 2016/2017 Capital Improvement Program (CIP) Budget, **RESOLUTION NOS. R-83-16, R-84-16, R-85-16.** **[Staff Person: D. Kolk]**

PUBLIC HEARING

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

- (12) Weed Abatement **[Staff Person: T. McHargue]**

TIME AND PLACE FIXED TO CONSIDER A PUBLIC HEARING TO (1) HEAR OBJECTIONS FROM VACANT PROPERTY OWNERS TO CHARGES INCURRED BY THEM FOR WEED ABATEMENT SERVICES

PROVIDED UNDER THE PROGRAM AND (2) APPROVE AND ADOPT A RESOLUTION TO ACCEPT THE STATEMENT OF EXPENSES.

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-86-16**

MOTION _____ SECOND _____

BUSINESS ITEMS

- (13) No Smoking Regulations - Waive Further Reading, Read by Title only and Introduce an Ordinance of the City Council of the City of Colton amending the Colton Municipal Code (CMC) by adding Chapter 6.48, Smoking Pollution Protection Ordinance, **ORDINANCE NO. O-17-16** [Staff Person: D. Kolk]

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, September 1, 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

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

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NOTICE TO PUBLIC

Staff reports or other written documentation relating to each item referred to, on the Agenda, are available for public inspection at the following locations: Office of the City Clerk, 650 N. La Cadena Drive, Colton, CA; City of Colton Public Library, 656 9th St., Colton, CA; or the City of Colton Internet Website, www.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

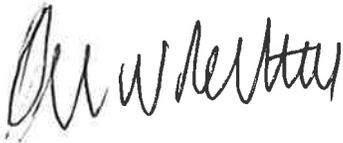
If you challenge in court any discussion or action taken concerning an item on this Agenda, you may be limited to raising only those issues you or someone else raised during the meeting or in written correspondence delivered to the City at or prior to the City's consideration of the item at the meeting.

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 JUNE 2016

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

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

Aurelio De La Torre, Treasurer
August 29, 2016

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

MONTH	Yield
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%
June-2016	0.58%

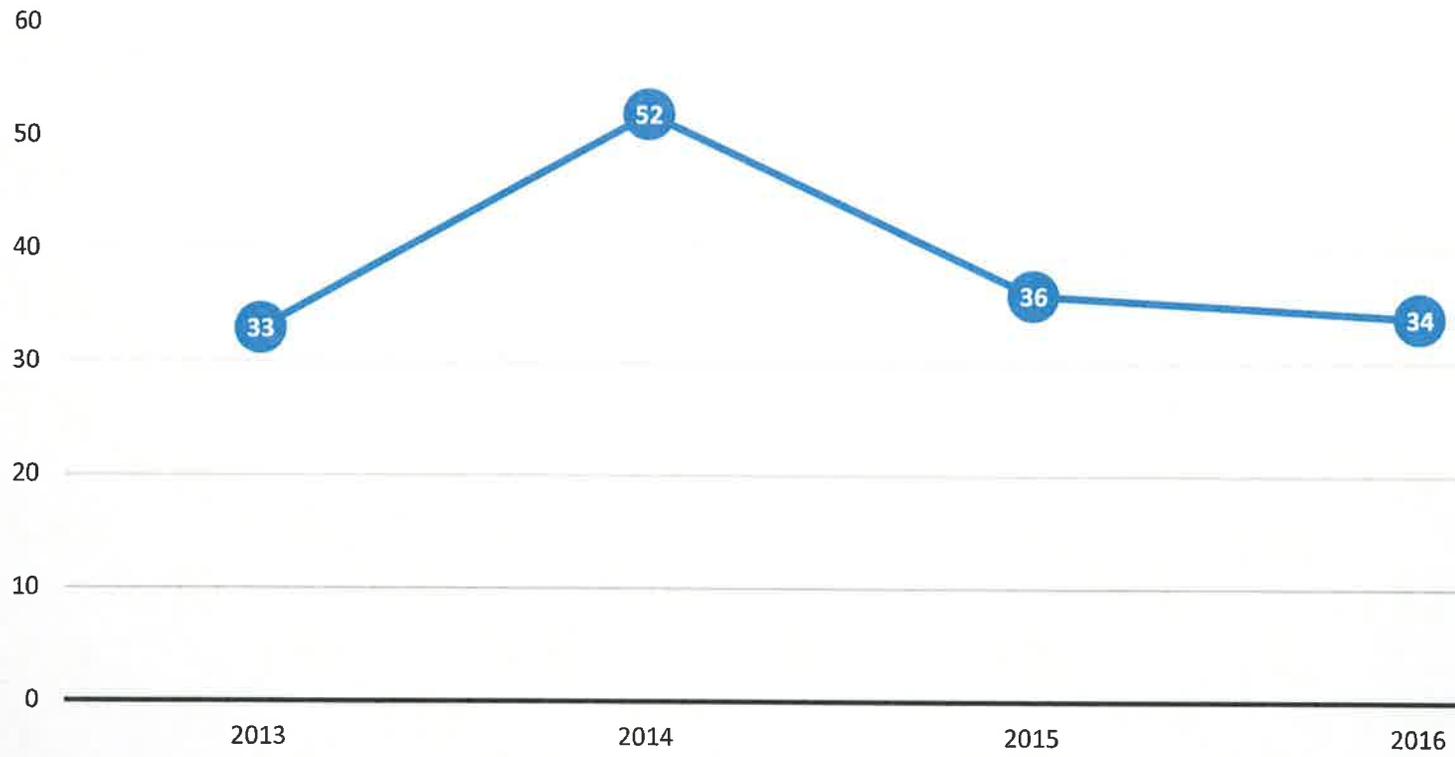
**City of Colton Treasurer's Report
June 2016**

The Treasurer

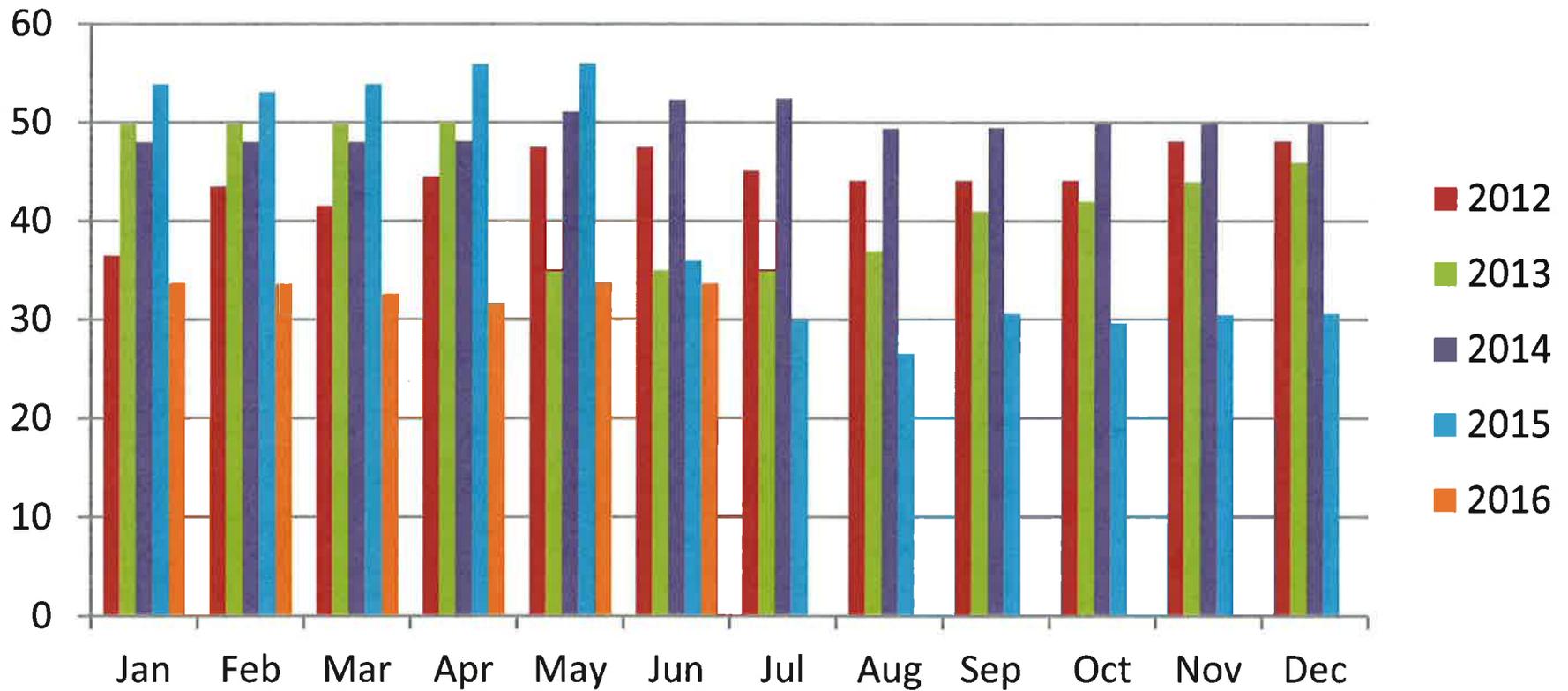
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INVESTMENT TYPE	ISSUER	DATE OF MATURITY	PAR AMOUNT	COST	FAIR MKT VALUE	YIELD
STATE POOL						
LAIIF-General, other	State Pool	Daily	\$ 25,816,840	\$ 25,816,840	\$ 25,816,840	0.58%
UNION BANK						
General	Money Market	Daily	\$ 94,503	\$ 94,503	\$ 94,503	0.01%
General	FFCB	9/22/2017	\$ 509,000	\$ 503,245	\$ 503,245	1.12%
General	FFCB	12/21/2018	\$ 1,013,750	\$ 1,002,830	\$ 1,002,830	1.37%
General	FHMC	5/24/2019	\$ 2,021,600	\$ 2,007,120	\$ 2,007,120	1.08%
General	FDIC Insured CD's	6/13-19/2017	\$ 1,263,750	\$ 1,254,390	\$ 1,254,390	1.10%
			\$ 4,902,603	4,862,088	4,862,088	
CITIZENS TRUST						
General	Money Market	Daily	818,953	818,953	818,953	0.38%
General	FHLB,FFCB,FNMA,FHLM	8/25-17/2020	2,200,000	2,199,776	2,202,675	0.83-1.32%
			3,018,953	3,018,729	3,021,628	
GENERAL TOTAL			<u>33,738,396</u>	<u>33,697,657</u>	<u>33,700,556</u>	
STATE POOL						
LAIIF-Electric Reserve	State Pool	Daily	<u>39,393,912</u>	<u>39,393,912</u>	<u>39,393,912</u>	0.58%
TOTAL INVESTMENTS BY TREASURER			<u>\$ 73,132,308</u>	<u>\$ 73,091,569</u>	<u>\$ 73,094,468</u>	
NON INVESTMENT ACCOUNTS						
Bank of America	General acct	Daily	\$ 3,190,533	\$ 3,190,533	\$ 3,190,533	0.15%
Bank of America	Payroll acct	Daily	\$ 656,235	\$ 656,235	\$ 656,235	0.15%
Bank of America	Workers Comp	Daily	112,717	112,717	112,717	0.15%
Bank of America	Rancho Med	Daily	202,937	202,937	202,937	0.15%
Citibank	Hermosa Trust	Daily	378,068	378,068	378,068	0.05%
Citibank	Water-meter escrow	Daily	517,597	517,597	517,597	0.45%
			\$ 5,058,087	\$ 5,058,087	\$ 5,058,087	
PETTY CASH FUNDS			5,000	5,000	5,000	N/A
TOTAL NON INVESTMENT ACCOUNTS			<u>\$ 5,063,087</u>	<u>\$ 5,063,087</u>	<u>\$ 5,063,087</u>	

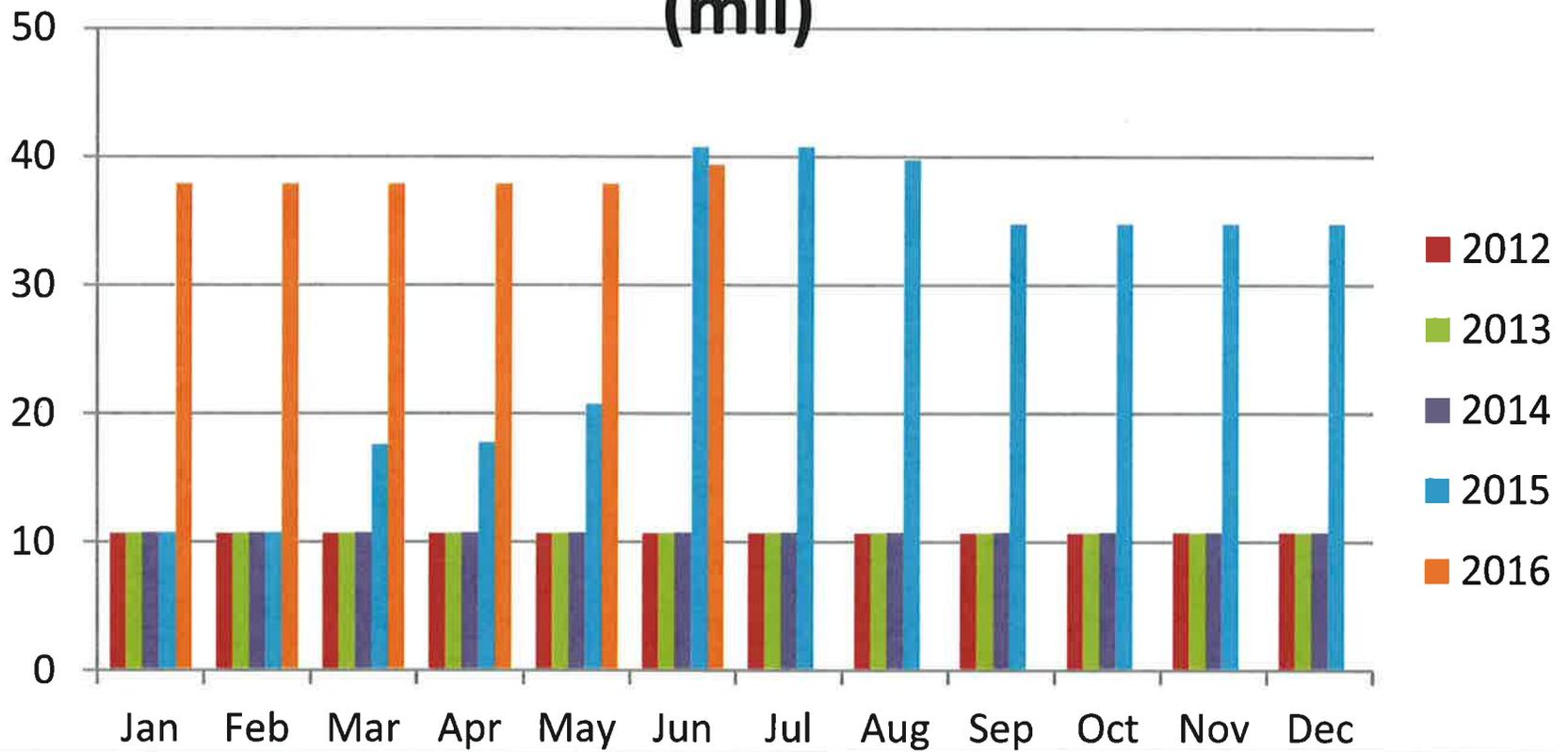
June Comparison of Available General Cash (mil)



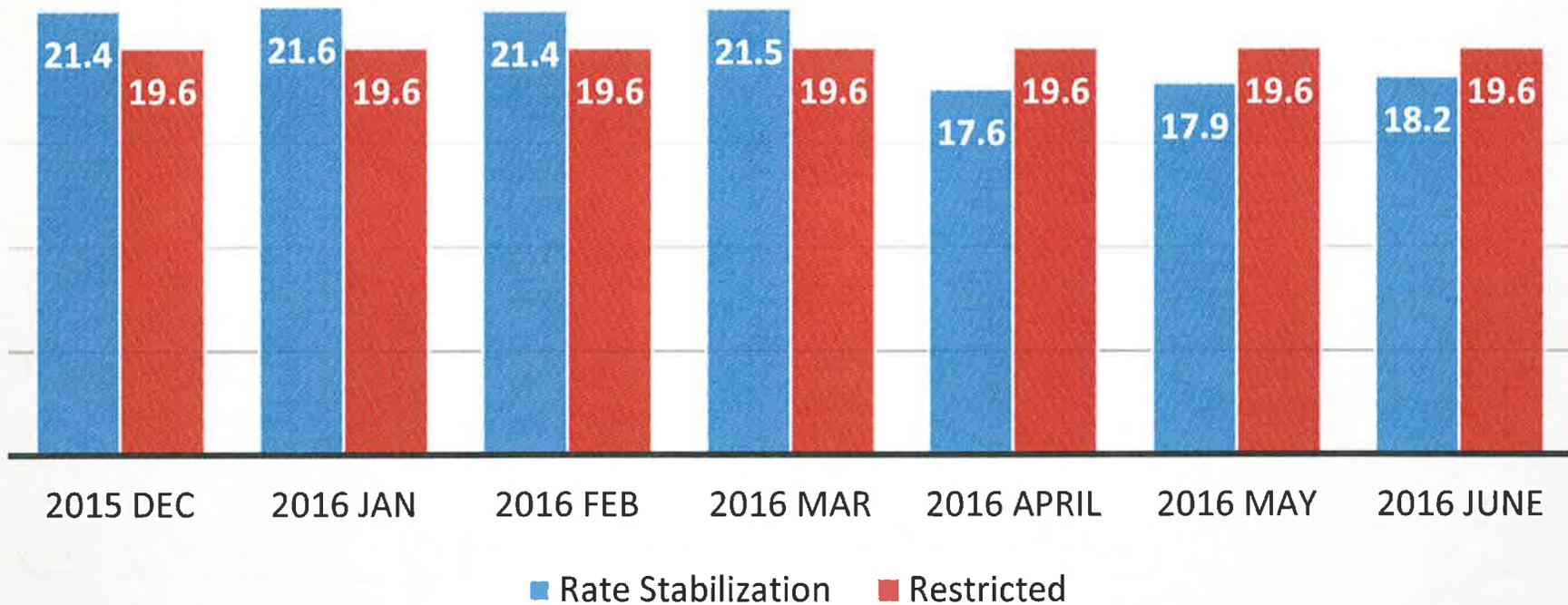
City of Colton General Pooled Cash(mil)



City of Colton Electric Cash & Reserve- (mil)



City of Colton Electric Cash (mil)



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

Investments under Bond Indentures

PAGE 2

TRUSTEE Bond Issue	ISSUER	DATE OF MATURITY	PAR AMOUNT	COST	FAIR MKT. VALUE	YIELD
Union Bank						
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	23,172	23,172	23,172	0.22%
2000 Wastewater B-R	GE GIC	3/1/2025	412,658	412,658	412,658	6.15%
2012 Electric Bonds-PP	Blackrock Prov.	Daily	718,696	718,696	718,696	0.04%
2012 Electric Bonds-R	FFCB	11/27/2017	2,765,042	2,770,000	2,770,028	0.87%
2012 Electric Bonds-R	Blackrock Prov.	Daily	12,800	12,800	12,800	0.04%
2007A Bonds-PP	Blackrock Prov.	Daily	409,148	409,148	409,148	0.22%
CFD 89-2	LAIF	Daily	275,331	275,331	275,331	0.58%
			<u>\$ 5,319,347</u>	<u>\$ 5,324,305</u>	<u>\$ 5,324,333</u>	

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

Investments under Bond Indentures

PAGE 3

INVESTMENT TYPE	ISSUER	DATE OF MATURITY	PAR AMOUNT	COST	FAIR MKT VALUE	YIELD
US Bank						
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 \$ 9,840,151 \$ 9,845,109 \$ 9,845,137

TOTAL CITY CASH AND INVESTMENTS **\$ 87,999,765**

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

PAGE 4

BANK OF AMERICA-GENERAL ACCT		DATE OF MATURITY	AMOUNT	COST	FAIR MKT. VALUE	YIELD
Hermosa Endowment	Gen ledger	Daily	\$ 680,489	\$ 680,489	\$ 680,489	0.15%
Asset Seizure-Fed	Gen ledger	Daily	\$ 137,866	\$ 137,866	\$ 137,866	0.15%
Asset Seizure-State	Gen ledger	Daily	\$ 60,576	\$ 60,576	\$ 60,576	0.15%
Cash Evidence	Gen ledger	Daily	\$ 207,554	\$ 207,554	\$ 207,554	0.15%
Seizure-Lit	Gen ledger	Daily	\$ 18,015	\$ 18,015	\$ 18,015	0.15%
CFD 87-1	Gen ledger	Daily	29,121	29,121	29,121	0.15%
CFD 88-1	Gen ledger	Daily	291,412	291,412	291,412	0.15%
CFD 89-1	Gen ledger	Daily	\$ 535,332	\$ 535,332	\$ 535,332	0.15%
CFD 89-2	Gen ledger	Daily	\$ 480,481	\$ 480,481	\$ 480,481	0.15%
CFD 90-1	Gen ledger	Daily	\$ 275,029	\$ 275,029	\$ 275,029	0.15%
Total			\$ 2,715,875	\$ 2,715,875	\$ 2,715,875	

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

		Fund Total
100 GENERAL FUND		5,243,876.47
150 TREASURERS ACCOUNT GROUP		49,773.65
206 COMMUNITY CHILD CARE		75,683.71
210 SPECIAL GAS TAX		651,183.71
211 LIBRARY GRANT FUND		25,769.75
212 STATE TRAFFIC RELIEF FUND		49.45
214 POLLUTION REDUCTION FUND		424,066.67
215 COMMUNITY DEV ACT FUND		(15,490.29)
217 DRUG/GANG INTERVENTION		15,650.01
218 MEASURE I FUND		1,797,452.17
220 ViTep		90,152.60
225 MISC GRANTS		(104,034.24)
240 HOST CITY FEES - CIP		393,202.95
248 PARK DEVELOPMENT FUND		485,520.81
249 TRAFFIC IMPACT FUND		1,940,533.60
250 NEW FACILITIES DEVELOPMENT FEE		162,169.10
251 CIVIC CENTER DEVELOPMENT FEE		22,208.24
252 FIRE FACILITY DEVELOPMENT FEE		44,350.59
253 POLICE FACILITY DEVELOPMENT FEE		27,357.15
261 ASSET FORFEITURE		198,442.05
350 PFA Debt Fund		2,135,642.09
357 POB-Non Enterprise		128,257.05
358 PENSION OBLIGATION DEBT SERVICE		1,997,210.90
364 WATER IMPRVMT DIST A		1,792.02
450 Capital Improvement Projects		(118,421.33)
451 Colton Crossing Fund		1,636,726.35
520 ELECTRIC UTILITY		37,790,969.76
Restricted	19,634,522.00	
Rate Stabilization	18,156,447.76	
521 WATER UTILITY		7,123,875.87
522 WASTEWATER UTILITY		10,979,753.75
523 SOLID WASTE		(110,490.83)
526 PUBLIC BENEFIT FUND		2,511,646.77
560 CEMETARY ENDOWMENT CARE		1,107,374.58
605 Facility & Equipment Maintenance Fund		183,187.18
606 INFORMATION SERVICES FUND		1,318,601.36
607 INSURANCE FUND		2,648,355.03
608 AUTOMOTIVE SHOP		250,494.69
701 LLMD #2		34,397.44
702 LLMD #1		(150,870.41)
703 CFD 87-1 DEBT SERVICE		29,121.10
707 CFD 88-1 DEBT SERVICE		291,411.93
722 STORM WATER		387,954.33
734 CFD 89-2 CONSTRUCTION		0.98
744 CFD 89-1 DEBT SERVICE		542,574.93
745 CFD 89-2 DEBT SERVICE		755,812.01
762 TRUST AND AGENCY		1,527,593.70
781 CFD 90-1 DEBT SERVICE		544,924.62
850 Redevelopment Obligation Retirement Fund		2,588,313.76
851 Successor Agency Administration		(16,622.35)

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	5,423,354.68
874 Housing Auth - LOW/MOD DEBT SERVICE	(1,050,944.10)
890 Successor Agcy-RDA - LONG TERM DEBT GRP	1,550.00
898 Housing Auth - LOW/MOD CAPITAL PROJECTS	<u>(118,683.77)</u>
Grand Total:	<u>86,411,108.42</u>

Reconciling Items:

Outstanding checks and adjustments	1,788,079.69
Interest/Dividends/Gains on Investments/Cash with fiscal Agent	452.60
Deposits intransit	(135,496.02)
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 \$1.11)	<u>(193,615.69)</u>
Total per Treasurer's Report	<u>87,999,765.00</u>

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

August 2, 2016

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

CITY COUNCIL ROLL CALL

Councilmembers present were, Toro (*appeared at 5:15 p.m.*), Jorrin, Navarro, González, Bennett (*absent*), MPT Suchil (*appeared at 5:35 p.m.*), and Mayor DeLaRosa.

STAFF PRESENT

City Manager Smith, Assistant City Attorney Martinez, and City Clerk Padilla.

PUBLIC COMMENT

None

CLOSED SESSION

Asst. City Attorney Martinez announced the City Council would meet in Closed Session to Discuss Item A.

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

Mayor DeLaRosa adjourned the meeting to Closed Session at 5:03 p.m. and at 6:00 p.m., the meeting reconvened, with all members present except CM Bennett.

Asst. City Attorney Martinez announced that the City Council met in Closed Session and discussed Item A with direction given to staff and no reportable action.

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

August 2, 2016

Regular Meeting held on the above-given date at 6:02 p.m. in the Council Chambers of City Hall, with Mayor DeLaRosa presiding.

INVOCATION

Pastor John Roman – Radiant Church

FLAG SALUTE

American Legion Post #155; Member Steve Ferrence

CITY COUNCIL ROLL CALL

Council Members Present

Richard A. DeLaRosa, Mayor
David J. Toro
Summer Jorin
Frank J. Navarro
Dr. Luis S. González
Isaac T. Suchil, Mayor Pro Tem

Staff Present

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

Council Members Absent

Deirdre H. Bennett (*excused*)

MAYOR AND COUNCIL ITEMS

POSSIBLE CONFLICT OF INTEREST DISCLOSURES FOR THE COUNCIL MEETING OF AUGUST 2, 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.

CITY TREASURER'S REPORTS

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

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

PUBLIC COMMENT

The following community members addressed the Council: Dr. Luis S. González, Christine Irish-Ré, Thomas Moreno, Ryan Berryman, and James Ramos, San Bernardino County 34th District Supervisor.

CONSENT CALENDAR

Mayor DeLaRosa presented the Consent Calendar Items 1 through 10.

Councilmembers present selected items for discussion and clarification by staff: CM González, Item 4; CM Jorin, Item 7 and Item 8.

Motion and Second by CM Navarro/MPT Suchil to approve the Consent Calendar Items 1 through 10.

Vote: Motion carried with CM Bennett absent.

- (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.
- (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.
- (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.
- (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.
- (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.
- (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.

- (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.

PUBLIC HEARINGS

- (11) Sensitive Development Area-Overlay Zone

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 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 reports of protests or objections thereto.

Staff Presentation

Mark Tomich, Development Services Director, presented for discussion and action by Council; this included an overview of the Agenda Report with the assistance of a PowerPoint presentation (presented by Jay Jarrin, Senior Planner): General Plan Update Follow-Up and Sensitive Development Area-Overlay Zone Change/Text Amendment (Ten 0 Areas); and concluded with a request for approval of staff's recommendation: (1) Approve and Adopt Resolution No. R-81-16; and (2) Introduce Ordinance No. O-15-16 for first reading and pass by title only.

Public Comment

The following community members addressed the Council: Linda Black, Ron Kemper, and Chris Crawford.

Motion and Second by CM González/CM Navarro to close the public hearing.

Vote: Motion carried with CM Bennett absent.

Council Discussion

Discussion centered on Sensitive Development Area (SDA) and its affect in Area 2; Area 3, and Area 8; clarification provided by staff: Director Tomich and Senior Planner Jarrin.

Consensus by Councilmembers present with direction to staff: In order to go forward as one action the item is to be tabled; return to the Planning Commission (to consider the SDA Overlay for AREA 2, AREA 3, and AREA 8); placed on the next Council Agenda for final action; allowing for timely notice for a public hearing if it becomes necessary.

(12) Basic Fee for Storm Water Services and Management User Fee

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 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 reports of protests or objections thereto.

Staff Presentation

None

Public Comment

None

Motion and Second by CM González/CM Navarro to close the public hearing.

Vote: Motion carried with CM Bennett absent.

Council Discussion

None

Motion and Second by CM González/CM Jorrin to approve and adopt Resolution No. R-82-16.

Vote: Motion carried with CM Bennett absent.

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 Presentation

None

Motion and Second by MPT Suchil/CM González to approve and adopt Resolution Nos. R-74-16, R-75-16, and R-76-16.

Council Discussion

Discussion to increase the TOT to increase the recommended rate of 12.5% to 13%.

Public Comment

The following community members addressed the Council: Bill Norris, Kathy Reynosa, and Joe Perez.

Council Discussion (cont'd)

Continued discussion of the recommended TOT increase rate of 12.5% to 13%; result a Motion and Second by CM Toro/CM Navarro to increase the TOT rate to 13% (Subsequent Motion).

Subsequent Motion/Vote

Vote: Motion failed; CM Jorin/CM González/MPT Suchil/Mayor DeLaRosa – NO; CM Toro/CM Navarro – YES; CM Bennett absent.

Main Motion/Vote

Vote: Motion carried with CM Bennett absent.

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 8:35 p.m., Mayor DeLaRosa adjourned the Regular Council Meeting.

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
CLOSED SESSION MINUTES

August 16, 2016

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

CITY COUNCIL ROLL CALL

Councilmembers present were, Toro (*appeared at 5:18 p.m.*), Jorrin, Navarro, González, Bennett (*appeared at 5:10 p.m.*), MPT Suchil (*appeared at 5:03 p.m.*), and Mayor DeLaRosa.

STAFF PRESENT

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

PUBLIC COMMENT

None

CLOSED SESSION

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

- A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Pursuant to Government Code section 54957(b)
Title: Executive Administrator to the Mayor and City Council

- B. CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to Government Code Section 54957.6
Agency designated representatives: Bill Smith, City Manager
Employee Groups: General Unit, Mid-Management Unit, Confidential Group, Colton Police Officers Association, Colton Police Dispatchers Association, Colton Fire Association; International Brotherhood of Electrical Workers (IBEW), Water and Wastewater

Mayor DeLaRosa adjourned the meeting to Closed Session at 5:03 p.m. and at 6:00 p.m., the meeting reconvened, with all members present as heretofore.

Asst. City Attorney Martinez announced that the City Council met in Closed Session and discussed Item A and Item B; with direction given to staff and no reportable action.

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

August 16, 2016

Regular Meeting held on the above-given date at 6:02 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, Asst. City Attorney
Carolina R. Padilla, City Clerk

Council Members Absent

None

CEREMONIAL MATTERS *Presentations, Awards, Proclamations*

- Presentation - Business Focus – Garcia Tires
Councilmember González presented a You Make a Difference Recognition Certificate to Owners Jair and Armida Garcia of Garcia's Tire Shop.
- Presentation - GFOA Award to Finance
Mayor DeLaRosa presented to Stacey Dabbs, Finance Manager the following awards to the Finance Department of the City of Colton:
 - ❖ The Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting was awarded to the City for its comprehensive annual financial report (CAFR).
 - ❖ An Award of Financial Reporting Achievement was awarded to the Finance Department for its primary responsibility in preparing the award-winning CAFR.

MAYOR AND COUNCIL ITEMS

- Discussion regarding Ballot Measure for Transient Occupancy Tax (TOT)

City Manager Smith presented this item for discussion as it related to the recent approval of Resolution R-72-16; requires Council to authorize designated individuals as outlined in said Resolution.

Discussion and consensus by Council the following individuals are to file a written argument in favor of the City measure:

- ✓ Mayor DeLaRosa
- ✓ Jimmy Ramirez, Youth Soccer President and Recreation & Parks Commission
- ✓ Joe Perez, City of Colton Resident
- ✓ Gary Grossich, Business Owner

POSSIBLE CONFLICT OF INTEREST DISCLOSURES FOR THE COUNCIL MEETING OF AUGUST 16, 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

The following community members addressed the Council: Carlos Gonzales and Gary Grossich.

CONSENT CALENDAR

Mayor DeLaRosa presented the Consent Calendar Items 1 through 5.

Motion and Second by CM Navarro/MPT Suchil to approve the Consent Calendar Items 1 through 5.

Vote: Unanimous.

- (1) Warrants – Approval of Payable Warrants #157333 to 157457 dated 07/28/2016 and totaling \$6,763,121.13; voucher numbers 157458 to 157612 dated 08/04/2016 and totaling \$1,188,167.22; and a payroll disbursement listing for the period 07/16/2016 to 07/29/2016 and totaling \$755,718.94.
- (2) Set Public Hearing Pertaining to Weed Abatement – Set a Public Hearing for the Meeting of September 6, 2016 and consider a resolution adopting the Report of Costs for weed abatement and confirming those costs provided to the County for placement on the tax rolls for payment.
- (3) Notice of Completion - Authorize the execution and recordation of Notice of Completion for the CDBG Community Development Block Grant (CDBG) Projects; Citywide Concrete/CDBG 104-40105-5264, Johnson Street Paving/CDBG 104-40205-5265 and Alleys Paving/CDBG 104-40305-5266.
- (4) First Amendment to Maintenance Agreement with CSR Air Conditioning and Heating – Approve the First Amendment to the Maintenance Services Agreement with CSR Air Conditioning and Heating (CSR), increasing the total compensation by \$5,312.34 for repairs to air conditioning (AC) units at various City facilities through June 30, 2016. The new Total Compensation for work performed is \$30,312.34.
- (5) Acceptance of Equipment – Authorize the City Manager to sign and execute all documents to accept ownership of (2) 60” Mean Green Riding Mowers valued at \$47,985.00 and up to \$4,000.00 for cordless electric handheld lawn care equipment.

PUBLIC HEARINGS

(6) Sensitive Development Area-Overlay Zone

Mark Tomich, Development Services Director, announced the Public Hearing continued to the City Council Meeting of September 20, 2016.

TIME AND PLACE FIXED TO CONSIDER A CONTINUED PUBLIC HEARING FROM AUGUST 2, 2016, 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.

BUSINESS ITEMS

- (7) Amendment to Title 8 of the Municipal Code relating to abandoned and distressed residential property - Waive Full Reading, Read by Title Only and Introduce an Ordinance of the City Council of the City of Colton, Amending portions of Chapter 8.05 relating to abandoned and distressed residential property, and adding Chapter 8.16 relating to the registration and maintenance of vacant and abandoned commercial and industrial property, ORDINANCE NO. O-16-16.

CEQA COMPLIANCE

ENVIRONMENTAL REVIEW: Adoption of the ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15308 of the CEQA Guidelines (Actions for the protection of the environment).

Staff Presentation

City Attorney Campos presented for Council discussion and consideration an overview of the two main sections amending the Municipal Code Title 8 – Property Maintenance and Enforcement Procedures; (1) amends existing Chapter 8.05 to clarify that it pertains exclusively to residential properties; and (2) adds new Chapter 8.16 which focuses on vacant and abandoned commercial and industrial properties.

Public Comment

None

Council Discussion

Discussion by Councilmembers present with clarification provided by staff: City Attorney Campos, Director Tomich, Police Chief Owens, and City Manager Smith.

Motion and Second by MPT Suchil/CM Jorin to waive full reading, read by title only, introduce Ordinance No. O-16-16.

Vote: Unanimous.

- (8) Medical Marijuana Regulations - Discuss and provide direction regarding possible regulations of recreational marijuana in the event of legalization.

Staff Presentation

City Attorney Campos presented for discussion and requested direction from Council regarding possible regulations of recreation marijuana in the event of legalization; with the assistance of a PowerPoint presentation by Jordan Ferguson, Associate, City Attorney’s Office: ‘Recreation Marijuana – Regulatory Considerations’; emphasis on what are recent Marijuana trends, what is Proposition 64, and what are the Regulatory Options for the City.

Council Discussion

There was detailed input and discussion by Councilmembers present which included dialogue with City Attorney Campos and Associate Jordan Ferguson.

Consensus by Councilmembers resulted in the following direction to City Attorney Campos: to prohibit recreational marijuana (in all aspects) to the extent it is unlawful under state law. In other words, they would ban all recreational use, possession, transport, etc. of marijuana unless the state allows it. The council also directed that to the extent indoor recreational cultivation is allowed under state law, which the proposition allows if passed, then individuals would need to obtain a permit for indoor cultivation. The details of what would be required to obtain an indoor cultivation permit would be drafted if and when the state proposition passes. As a side note, since we will have to amend the zoning code to make recreational marijuana unlawful (unless certain aspects are allowed by the state, such as indoor cultivation under the proposition), we will be taking the ordinance to Planning Commission first before going to the City Council.

At 7:35 p.m. CM Bennett left the dais for the balance of the meeting.

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 7:42 p.m., Mayor DeLaRosa adjourned the Regular Council Meeting.

Carolina R. Padilla
City Clerk

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STAFF REPORT

DATE: SEPTEMBER 06, 2016
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
 FROM: BILL SMITH, CITY MANAGER
 PREPARED BY: STACEY DABBS, ACTING FINANCE DIRECTOR *[Signature]*
 SUBJECT: APPROVAL OF ACCOUNTS PAYABLE VOUCHERS AND PAYROLL DISBURSEMENTS

RECOMMENDED ACTION

It is recommended that the City Council approve U.S. Bank vouchers dated 07/27/2016 and totaling \$34,423.47; voucher numbers 157613 to 157753 dated 08/11/2016 and totaling \$3,763,182.78; voucher numbers 157754 to 157872 dated 08/18/2016 and totaling \$1,613,468.31; voucher numbers 157873 to 158050 dated 08/25/2016 and totaling \$5,767,154.70, less voided checks totaling \$51,101.38 and a payroll disbursement listing for the period 07/30/2016 to 08/12/2016 and totaling \$760,109.53.

BACKGROUND

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

ISSUES/ANALYSIS

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

FISCAL IMPACTS

None.

ALTERNATIVES

1. Provide alternative direction to staff.

ATTACHMENTS

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

City of Colton
Fund Number and Title Legend

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

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

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
10672900	7/27/2016	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued)			
					100-6200-6202-1160-0000-000 MEMBERSHIP DUES	509.00
					100-6200-6200-2270-0000-000 PAWS ADVERTISEMENT	83.00
					100-6200-6214-2354-0000-000 DRY CLEAN BUNNY SUIT	23.14
					100-6200-6214-2306-0000-000 CONF REGIS. (LIBRARY ASSOCIATION)	28.00
					100-6200-6250-1160-0000-000 AIRFARE (ALA CONF)	285.00
					100-6200-6200-2280-0000-000 REFUND AIRFARE	640.20
					100-6200-6200-2280-0000-000 DAY CAMP TRIP	-640.20
					100-6200-6209-2301-0000-000 SUPPLIES- COMMUNITY EVENTS	797.00
			COMM SVCS-0138-0616		100-6200-6214-2306-0000-000 COMM SVCS- K. PHELPS	48.00
					DVD- MOVIES IN THE PARK	
					100-6200-6214-2301-0000-000 BAGS FOR EVENT GIVEAWAYS	21.45
					100-6200-6204-2301-0000-000 USE TAX	364.87
					100-6200-6204-2301-0000-000 USE TAX	29.19
					762-2210-000 DVD'S- MOVIES IN THE PARK	-29.19
					100-6200-6214-2301-0000-000 SUPPLIES- MOVIES IN THE PARK	47.16
					100-6200-6214-2301-0000-000 SUPPLIES- DROP IN REC	29.97
					100-6200-6215-2301-0000-000 WRISTBANDS FOR EVENTS	405.58
					100-6200-6213-2301-0000-000	88.70

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
10672900	7/27/2016	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued)			
					USE TAX	
					100-6200-6213-2301-0000-000	7.10
					USE TAX	
					762-2210-000	-7.10
					GIVEAWAYS- SPECIAL EVENTS	
					100-6200-6204-2301-0000-000	293.91
					USE TAX	
					100-6200-6204-2301-0000-000	22.37
					USE TAX	
					762-2210-000	-22.37
					TABLE CLOTHS	
					100-6200-6212-2301-0000-000	44.30
					RED CHINESE PAPER LANTERNS	
					100-6200-6212-2301-0000-000	42.88
					USE TAX	
					100-6200-6212-2301-0000-000	3.43
					USE TAX	
					762-2210-000	-3.43
					TISSUE PAPER FANS	
					100-6200-6212-2301-0000-000	249.70
					USE TAX	
					100-6200-6212-2301-0000-000	19.98
					USE TAX	
					762-2210-000	-19.98
					TABLE CLOTH ROLLS	
					100-6200-6212-2301-0000-000	17.33
					PAPER GARLAND	
					100-6200-6212-2301-0000-000	6.98
					USE TAX	
					100-6200-6212-2301-0000-000	0.56
					USE TAX	
					762-2210-000	-0.56
					SUPPLIES- 50+ SPECIAL EVENTS	
					100-6200-6212-2301-0000-000	144.77

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
10672900	7/27/2016	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued)			
					USE TAX	
					100-6200-6212-2301-0000-000	11.58
					USE TAX	
					762-2210-000	-11.58
					SUPPLIES- 50+ SPECIAL EVENTS	
					100-6200-6212-2301-0000-000	54.92
					GAMES- TEEN CENTER	
					100-6200-6218-2301-0000-000	776.72
					STREET BANNERS- B-DAY EVENT	
					762-2319-000	140.40
					SUPPLIES SPECIAL EVENTS	
					100-6200-6214-2301-0000-000	542.86
					FLYERS- B-DAY EVENT	
					762-2319-000	150.12
					FLYERS- CONCERTS IN THE PARK	
					100-6200-6215-2301-0000-000	302.40
					USE TAX	
					100-6200-6214-2301-0000-000	2.40
					USE TAX	
					762-2210-000	-2.40
					CREDIT ON NEWS PAPER SUBSCRIPTION	
					100-6200-6212-2301-0000-000	-15.27
			COUNCIL-4958-06/16		C. COUNCIL- A. FLORES	
					CREDIT ON LODGING (ICSC CONF)	
					100-6000-6000-2280-0000-000	-97.44
					AIRFARE (WDC GRANT MTG) (MORGAN)	
					100-6300-9050-2280-0000-000	1,038.24
					AIRFARE (WDC GRANT MTG) (ORTIZ)	
					100-6150-6151-2280-0000-000	1,008.62
					AIRFARE (WDC GRANT MTG) (DELAROSA)	
					100-6000-6000-2280-0000-000	1,038.24
					REGIS- LCC EXEC FORM CONF	
					100-6000-6000-2280-0000-000	375.00
					REGIS. (LCC LEADERSHIP CONF)	

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
10672900	7/27/2016	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued)			
					100-6000-6000-2280-0000-000	195.00
					AIRFARE (LCC MONTEREY CONF)	
					100-6000-6000-2280-0000-000	255.96
					DINNER/PAPER GOODS- CC MTG 6/7/16	
					100-6000-6000-2301-0000-000	8.07
					DINNER/PAPER GOODS- CC MTG 6/7/16	
					100-6000-6000-2280-0001-000	78.64
					BLUE RIBBION, CERTIFICATE PAPER	
					100-6000-6000-2301-0000-000	68.35
					USE TAX	
					100-6000-6000-2301-0000-000	4.71
					USE TAX	
					762-2210-000	-4.71
					AIRFARE- BOARDING PASSES	
					100-6000-6000-2280-0000-000	25.00
					AIRFARE- BOARDING PASSES	
					100-6150-6151-2280-0000-000	25.00
					CREDIT ON AIRFARE SEATING	
					100-6300-9050-2280-0000-000	-20.09
					CREDIT ON AIRFARE SEATING	
					100-6150-6151-2280-0000-000	-20.09
					CREDIT ON AIRFARE SEATING	
					100-6000-6000-2280-0000-000	-20.09
					LODGING (WDC GRANT MTG) MORGAN	
					100-6300-9050-2280-0000-000	816.40
					LODGING (WDC GRANT MTG) ORTIZ	
					100-6150-6151-2280-0000-000	816.40
					LODGING (WDC GRANT MTG) DELAROSA	
					100-6000-6000-2280-0000-000	816.40
					DINNER CC MTG 6/21/16	
					100-6000-6000-2280-0001-000	58.63
					LODGING (LCC MONTEREY CONF)	
					100-6000-6000-2280-0000-000	405.52
			DEV SVCS-5316- 06/16		DEV SVCS- M. TOMICH	

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
10672900	7/27/2016	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued)		MAILING	
					100-6300-6301-2300-0000-000	6.45
					MEMBERSHIP	
					100-6300-6302-2270-0000-000	240.00
					WEB SUBSCRIPTION	
					100-6300-6301-2301-0000-000	21.10
			ELEC- 3629- 06/16		ELEC- C. JIMENEZ	
					LODGING (ESRI GIS CONF)	
					520-8000-8002-2280-0930-200	530.44
					COMPUTER EQUIPMENT	
					520-8000-8002-4900-0101-000	98.27
					COMPUTER EQUIPMENT	
					520-8000-8004-2301-0921-000	6.43
					COMPUTER EQUIPMENT	
					520-8000-8001-2410-0930-200	8.09
					OTTER BOX PHONE CASES	
					520-8000-8004-2301-0921-000	191.24
			ELEC- 4201- 06/16		ELEC- R. GALLEGOS	
					WATER SERVICES FOR AMPP	
					520-8000-8009-2225-0548-000	231.34
					EUSERC PUBLICATIONS	
					520-8000-8002-2270-0930-200	75.00
					WATER SERVICES FOR AMPP	
					520-8000-8009-2225-0548-000	222.82
			ELEC- 8031- 06/16		ELEC- J. SUTORUS	
					SUPPLIES FOR EARTH DAY	
					520-8000-8005-2341-0930-200	259.31
					CREDIT ON PROJECTOR SCREEN	
					520-8000-8005-2341-0930-200	-76.67
					SUPPLIES FOR INTERNS	
					520-8000-8005-2341-0930-200	93.38
					POSTERS FOR CONFERENCE	
					520-8000-8005-2341-0930-200	75.60
					LETTERHEAD	

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
10672900	7/27/2016	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued)		520-8000-8005-2341-0930-200 GIFTS FOR KEY ACCOUNTS	139.10
			FIRE- 4015- 06/16		520-8000-8005-2341-0930-200 FIRE- D. DEANTONIO BLS TRAINING SUPPLIES	570.59
					100-6090-6091-2270-0000-000 OIL & FILTER CHANGE	442.92
			FIRE- 6381- 06/16		100-6090-6091-2210-0000-000 FIRE- K. VALENTIN MULTI BEAM SCENE LIGHTS	107.42
					100-6090-6091-2301-0000-000 USE TAX	271.14
					100-6090-6091-2301-0000-000 USE TAX	20.79
					762-2210-000 INVESTIGATOR UNIFORM SHIRTS	-20.79
					100-6090-6091-1170-0000-000 CAREER BROCHURES	323.94
					100-6090-6091-2270-0000-000 HYDRAULIC FLUID	408.96
					100-6090-6091-2240-0000-000 DIAGNOSIS OF GENERATOR	266.49
			FIRE- 9195- 06/16		100-6090-6091-2240-0000-000 FIRE- A. SORK REPLACEMENT AUTO BATTERY	112.50
					100-6090-6091-2210-0000-000 REFUND ON BATTERY RETURN	133.17
			I.S.- 8716- 0616		100-6090-6091-2210-0000-000 I.S.- P. EVANS DVD RECORDER	-19.44
					606-6040-6044-4930-0000-000 USE TAX	109.55
					606-6040-6044-4930-0000-000 USE TAX	6.00

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
10672900	7/27/2016	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued)			
					762-2210-000 HDMI CABLE	-6.00
					606-6040-6044-4930-0000-000 USE TAX	17.01
					606-6040-6044-4930-0000-000 USE TAX	1.36
					762-2210-000 LIB- 4859- 06/16 LIB- E. PEDROZA ROTARY LUNCH MEETING	-1.36
					100-6200-6250-2280-0000-000 SUMMER READING SUPPLIES	12.94
					100-6200-6250-2301-0000-000 USE TAX	318.50
					100-6200-6250-2301-0000-000 USE TAX	25.48
					762-2210-000 ROTARY LUNCH MTG	-25.48
					100-6200-6250-2280-0000-000 SUPPLIES SUMMER READING PROGR.	21.62
					100-6200-6250-2301-0000-000 PD- 1502- 06/16 PD- R. MENDEZ LUNCH DURING ORAL BOARD	19.00
					100-6070-6071-2280-0000-000 PD- 1945- 06/16 PD- R. CARNELL CNG FUEL	35.99
					100-6070-6071-2210-0000-000 PD- 3734- 06/16 PD- T. HEARD CNG FUEL	97.16
					100-6070-6071-2210-0000-000 PD- 4959- 06/16 PD- R. WICKMAN ETHERNET CABLES	76.11
					100-6070-6071-2310-0000-000 FIREARM CATALOG	18.68
					100-6070-6071-2270-0000-000	30.52

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
10672900	7/27/2016	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued)		BWC MOUNTS	
					100-6070-6071-1180-0000-000	982.52
					PHONE CORD DETANGLER	
					100-6070-6071-2300-0000-000	29.76
					ADAPTER	
					100-6070-6071-2310-0000-000	323.70
					EARTIPS	
					100-6070-6071-2310-0000-000	49.14
					USE TAX	
					100-6070-6071-2310-0000-000	3.93
					USE TAX	
					762-2210-000	-3.93
					LADDERS	
					100-6070-6071-2301-0000-000	106.06
					SHARPS BOXES	
					100-6070-6071-2301-0000-000	129.22
					WIFI ADAPTER	
					100-6070-6071-2310-0000-000	123.94
					RV COVER	
					100-6070-6071-2210-0000-000	431.43
					USE TAX	
					100-6070-6071-2210-0000-000	34.51
					USE TAX	
					762-2210-000	-34.51
			PD- 5050- 06/16		PD- A. BETANCUR	
					BIKE REPAIR	
					608-6150-8700-2210-6071-000	772.60
					NAMEPLATE DESK HOLDER	
					100-6070-6071-2300-0000-000	13.16
					USE TAX	
					100-6070-6071-2300-0000-000	1.05
					USE TAX	
					762-2210-000	-1.05
					GUN BOXES- EVIDENCE	

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
10672900	7/27/2016	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued)			
					100-6070-6071-2300-0000-000 WINDSHIELD REPAIR	98.55
					608-6150-8700-2210-6071-000 COFFEE FOR STAFF MEETING	159.00
					100-6070-6071-2280-0000-000 EXCEL TRAINING	29.90
					100-6070-6071-1160-0000-000 GUN BOXES- EVIDENCE	34.99
					100-6070-6071-2300-0000-000 SHIPPING	98.55
					100-6070-6071-2300-0000-000 PD- L. AVALOS	22.95
			PD- 5076- 06/16		COLTON PD BASEBALL CAPS	
					100-6070-6071-1170-0000-000 LODGING (K-9 EVALUATOR)	567.00
					100-6070-6071-1160-0000-000 SUPPLIES- STAFF MEETING	0.16
					100-6070-6071-2280-0000-000 CABLE SERVICE (K2C SUBSTATION)	52.25
					100-6070-6071-2301-0000-000 TRAINING	
					100-6070-6071-1160-0000-000 91 TRANSPONDER FEE	140.97
					100-6070-6071-2210-0000-000 TRAINING (BUSINESS OFFICE)	34.99
					100-6070-6071-1160-0000-000 PICTURE FRAMES	30.00
					100-6070-6071-2300-0000-000 PD- L. AVALOS	104.97
			PD- 5076-06/16-FY17		LODGING (TASER COURSE)	104.74
					100-6070-6071-1160-0000-000 TRAVEL PROTECTION (SPILLMAN CONF)	
					100-6070-6071-1160-0000-000 TRAVEL PROTECTION (SILLMAN CONF)	487.98
						21.00

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
10672900	7/27/2016	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued)		100-6070-6071-1160-0000-000	61.52
					AIRLINE TICKET (SPILLMAN CONF)	
					100-6070-6071-1160-0000-000	1,311.60
					LODGING (SPILLMAN CONF)~	
					100-6070-6071-1160-0000-000	1,351.20
					MEMBERSHIP DUES	
					100-6070-6071-2270-0000-000	1,105.00
					PATROL RIFLE COURSE	
					100-6070-6071-1160-0000-000	400.00
			PD- 5499- 06/16		FUEL	
					FUEL	
					100-6070-6071-2210-0000-000	100.53
			PD- 6031- 06/16		PD- J. JOLLIFF	
					SHOTGUN SLINGS	
					100-6070-6071-1180-0000-000	528.00
					USE TAX	
					100-6070-6071-1180-0000-000	42.24
					USE TAX	
					762-2210-000	-42.24
			PURCH-4250-06/16		PURCH- B. GUTIERREZ	
					PROPANE FOR FORKLIFT	
					100-6040-6043-2301-0000-000	28.85
			PW- 9927- 06/16		PW- A. HUSSAIN	
					CNG FUEL	
					522-8200-8200-2210-0000-000	151.07
			ST- 7740- 06/16		ST- R. ARABELO	
					CNG FUEL (5/26-6/23/16)	
					210-6150-6160-2210-0000-000	659.82
			ST- 9441- 06/16		ST- A. GARCIA	
					CNG FUEL	
					100-6150-6205-2301-0000-000	35.61
			ST- 9541- 06/16		ST- A. PAGDILAO	
					OFFICE SUPPLIES	
					210-6150-6160-2301-0000-000	158.87

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
10672900	7/27/2016	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued)			
					REMOTE TRANSMITTER	
					605-6150-6211-2250-6202-000	48.97
					VIBRATING PLATE	
					210-6150-6160-2301-0000-000	255.00
					CNG FUEL (05/24-06/27/16)	
					210-6150-6160-2301-0000-000	1,124.54
			W- 1295- 06/16		W- J. GARCIA	
					TIRE SERVICE REPAIRS	
					521-8100-8101-2210-0000-000	109.95
					A/C UNIT REPAIR	
					605-6150-6211-2250-8200-000	107.14
					UNIFORM HATS & JACKETS	
					521-8100-8101-1170-0000-000	460.76
					HDMI CABLE	
					521-8100-8101-2301-0000-000	16.23
			W- 4266- 06/16		W- G. BARAJAS	
					STAFF TRAINING	
					522-8200-8200-1160-0000-000	690.00
					SAFETY MATERIAL	
					522-8200-8200-1180-0000-000	129.49
			WW- 8118- 06/16		WW- M. GUERRERO	
					MULTI PRO METER	
					522-8200-8200-1180-0000-000	709.56
					USE TAX	
					762-2210-000	-55.60
					USE TAX	
					522-8200-8200-1180-0000-000	55.60
					Total :	34,423.47
1 Vouchers for bank code :		boa			Bank total :	34,423.47
1 Vouchers in this report					Total vouchers :	34,423.47

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
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Stacey Dabbs
Acting Finance Director



Aurelio De La Torre
City Treasurer

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157613	8/9/2016	059740 SPINITAR	348406		I.S.- REPAIRS TO CAMERA IN CHAMBEI 606-6040-6044-4930-0000-000	2,467.00 Total : 2,467.00
157614	8/10/2016	048088 AETNA, INC	AUG 2016		HEALTH PREMIUMS 762-2020-000 100-6030-6030-1150-0000-000	98,920.99 73,728.82 Total : 172,649.81
157615	8/10/2016	092344 EZ LANDSCAPE/SUNNY DAY LANDSCA	1722	015770 015770	LLMD- LANDSCAPE LIGHTING MAINT. 701-6150-6220-2350-0000-000 702-6150-6210-2350-0000-000	3,583.33 7,916.67 Total : 11,500.00
157616	8/11/2016	093552 AIR RESOURCES BOARD	INVC116131		ELEC- COST OF IMPLEMENTATION FEE 520-8000-8009-2225-0548-000	1,952.00 Total : 1,952.00
157617	8/11/2016	000289 AIRGAS USA, LLC	9936879903	015718	W- OXYGEN & WELDING SUPPLIES 521-8100-8101-2301-0000-000	97.99 Total : 97.99
157618	8/11/2016	026370 ALLSTAR FIRE EQUIPMENT INC	191220	016575	FIRE- SAFETY GEAR 100-6090-6091-1180-0000-000	30.00 Total : 30.00
157619	8/11/2016	cbc0938 ALUSH, MOKHAMED	00970935		CLOSING BILL CREDIT 520-2450-232	229.07 Total : 229.07
157620	8/11/2016	092985 AMS	13662441-00	015568	BM- LAMINATING & ACOUSTIC TILES 605-6150-6211-2250-6211-000	89.76 Total : 89.76
157621	8/11/2016	044956 ANGELICA HEALTHCARE SERVICES	1400545620 1400546332	016574	FIRE- LINEN SUPPLIES 100-6090-6091-2301-0000-000 FIRE- LINEN SUPPLIES	36.77

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157621	8/11/2016	044956 ANGELICA HEALTHCARE SERVICES	(Continued)			
				016574	100-6090-6091-2301-0000-000	36.77
			1400547042		FIRE- LINEN SUPPLIES	
				016574	100-6090-6091-2301-0000-000	36.77
			1400547762		FIRE- LINEN SUPPLIES	
				016574	100-6090-6091-2301-0000-000	36.77
					Total :	147.08
157622	8/11/2016	093989 ANIXTER POWER SOLUTIONS INC.	3235195-00		ELEC INV- WIRE	
					520-1500-154	1,078.92
			3235195-01		ELEC INV- WIRE	
					520-1500-154	2,241.00
					Total :	3,319.92
157623	8/11/2016	046028 AT & T	9391054978- 0616		PW- TELEPHONE SERVICES	
				054153	100-6150-6160-2310-0000-000	19.18
			9391055059- 0616		PW- TELEPHONE SERVICES	
				054153	100-6150-6160-2310-0000-000	19.18
					Total :	38.36
157624	8/11/2016	cbc0921 AYALA, ERIC V	02003616		CLOSING BILL CREDIT	
					521-2450-000	98.12
					Total :	98.12
157625	8/11/2016	cbc0931 AZARNIA, PARINAZ	00270905		CLOSING BILL CREDIT	
					520-2450-232	195.31
					Total :	195.31
157626	8/11/2016	036663 BEAR STATE PUMP & EQUIP	63716		LLMD- REPAIRS- IRRIGATION BOOSTER	
				016491	701-6150-6220-2301-0000-000	2,585.00
					701-6150-6220-2301-0000-000	166.80
					Total :	2,751.80
157627	8/11/2016	001527 BEST BEST & KRIEGER	776256		W- LEGAL SERVICES	
					521-8100-8101-2350-0000-000	135.85
			776257		W- LEGAL SERVICES	
					521-8100-8101-2350-0000-000	14.50

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157627	8/11/2016	001527 BEST BEST & KRIEGER	(Continued)			
			776258		C. ATTORNEY- LEGAL SERVICES 100-6050-6050-2350-0000-000	2,303.50
			776259		C. ATTORNEY- LEGAL SERVICES 100-6050-6050-2350-0000-603	3,210.73
			776261		C. ATTORNEY- LEGAL SERVICES 100-6050-6050-2350-0000-603	8,453.84
			776262		LEGAL SVCS (O'DUFFY) 100-6050-6050-2350-0000-000	4,606.74
			776263		C. ATTORNEY- LEGAL SERVICES 898-9000-9000-2350-0000-000	2,460.45
					100-6050-6050-2350-0000-000	2,210.15
			776264		LEGAL SVCS (MARGARITA BECERRA) 607-6040-8601-2290-0000-000	724.00
			776265		C. ATTORNEY- LEGAL SERVICES 100-6050-6050-2350-0000-000	3,748.38
			776266		LEGAL SVCS (MANUEL MARTINEZ) 607-6040-8601-2290-0000-000	5,248.93
			776267		DEV SVCS- LEGAL SERVICES 762-2327-000	1,540.00
			776268		C. ATTORNEY- LEGAL SERVICES 100-6050-6050-2350-0000-000	1,683.00
			776269		ECON DEV- LEGAL SERVICES 100-6050-6050-2350-0000-851	2,385.00
			776270		ELEC- LEGAL SERVICES 520-8000-8001-2350-0923-000	484.00
			776271		W- LEGAL SERVICES 521-8100-8101-2350-0000-000	264.00
			776272		W- LEGAL SERVICES 521-8100-8101-2352-0000-000	510.00
			776273		C. ATTORNEY- LEGAL SERVICES 100-6050-6050-2350-0000-000	34,571.51
			776299		ECON DEV- LEGAL SERVICES 898-9000-9800-2350-0000-000	127.50
			776300		ECON DEV- LEGAL SERVICES 898-9000-9800-2350-0000-000	4,590.00
			776301		ECON DEV- LEGAL SERVICES	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157627	8/11/2016	001527 BEST BEST & KRIEGER	(Continued)		898-9000-9800-2350-0000-000	2,907.00
Total :						82,179.08
157628	8/11/2016	092968 BLAIS & ASSOCIATES	06-2016-CL2	016348	WW- APPLICATION PROCESSING 522-8200-8200-2350-0000-000	275.00
Total :						275.00
157629	8/11/2016	060479 CABUTO, LUIS	REBATE- WASHER		WATER CONSERVATION REBATE 521-8100-8110-2041-0000-000	75.00
Total :						75.00
157630	8/11/2016	048388 CALIFORNIA UTILITIES EMERGENCY, ASSOCI	1617040		ELEC- MEMBERSHIP DUES 16/17 520-8000-8001-2270-0930-200	500.00
Total :						500.00
157631	8/11/2016	003165 CANON FINANCIAL SERVICES	16296823		COPIER LEASE PAYMENTS	
				016663	100-6040-6043-2420-0000-000	157.22
				016663	100-6150-6151-2420-0000-000	104.14
				016663	521-8300-8300-2420-0000-000	104.14
				016663	100-6200-6250-2420-0000-000	147.80
				016663	520-8000-8001-2420-0931-000	157.22
				016663	100-6040-6043-2420-0000-000	35.67
				016663	520-8000-8009-2225-0548-000	89.48
				016663	100-6150-6151-2420-0000-000	74.00
					100-6200-6250-2420-0000-000	14.37
					520-8000-8001-2420-0931-000	12.58
				016663	521-8300-8300-2420-0000-000	74.00
				016663	100-6070-6071-2420-0000-000	204.36
				016663	100-6200-6200-2420-0000-000	157.23
				016663	520-8000-8003-2420-0931-000	138.58
				016663	522-8200-8200-2420-0000-000	148.00
				016663	100-6070-6071-2420-0000-000	35.67
				016663	206-7200-7202-2420-0000-000	40.79
				016663	100-6200-6250-2420-0000-000	31.82
				016663	100-6300-6301-2420-0000-000	157.22
				016663	100-6070-6071-2420-0000-000	138.58

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157631	8/11/2016	003165 CANON FINANCIAL SERVICES	(Continued)			
				016663	100-6030-6030-2420-0000-000	148.00
				016663	100-6070-6071-2420-0000-000	142.12
				016663	100-6040-6041-2420-0000-000	117.15
				016663	100-6090-6091-2420-0000-000	217.71
				016663	100-6070-6071-2420-0000-000	222.19
				016663	100-6020-6020-2420-0000-000	174.59
				016663	100-6000-6000-2420-0000-000	191.55
					100-6040-6043-2420-0000-000	15.43
					100-6150-6151-2420-0000-000	14.25
					521-8300-8300-2420-0000-000	14.25
					520-8000-8009-2225-0548-000	7.16
					100-6070-6071-2420-0000-000	59.43
					100-6200-6200-2420-0000-000	12.58
					520-8000-8003-2420-0931-000	11.09
					522-8200-8200-2420-0000-000	11.84
					206-7200-7202-2420-0000-000	3.26
					100-6300-6301-2420-0000-000	12.58
					100-6030-6030-2420-0000-000	11.84
					100-6040-6041-2420-0000-000	9.37
					100-6090-6091-2420-0000-000	17.42
					100-6020-6020-2420-0000-000	13.97
					100-6000-6000-2420-0000-000	15.33
					Total :	3,465.98
157632	8/11/2016	cbc0247 CC STAFFING	00790425		C/S- REFUND OF OVERPAYMENT 520-2450-232	123.07
					Total :	123.07
157633	8/11/2016	045027 CDW GOVERNMENT	DFS7919		ELEC- LAP TOPS	
				016361	520-8000-8002-4900-0101-000	3,656.46
					520-8000-8002-4900-0101-000	298.52
					Total :	3,954.98
157634	8/11/2016	003817 CENTERPOINTE CAR WASH	JUNE 16		CAR WASHES (VARIOUS DEPT'S)	
				054159	100-6150-6151-2300-0000-000	49.97
				054159	521-8100-8101-2210-0000-000	14.99

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157634	8/11/2016	003817 CENTERPOINTE CAR WASH	(Continued)			
				054159	520-8000-8004-2210-0933-000	18.49
				054159	520-8000-8005-2210-0933-000	14.99
				054159	100-6200-6200-2210-0000-000	96.94
				054159	100-6070-6071-2210-0000-000	1,261.17
					Total :	1,456.55
157635	8/11/2016	001005 CITY OF COLTON	CK#313569-313676		WORKERS COMP CLAIMS 607-1110-000	52,235.54
					Total :	52,235.54
157636	8/11/2016	093586 CONTROLTEC, INC.	7269		C. CARE- KINDERWALL SOFTWARE 206-7200-7202-2315-0000-000 206-7200-7203-2315-0000-000	282.00 282.00
					Total :	564.00
157637	8/11/2016	cbc0920 COUNTRYWOOD ESTATES HOA	00370105		CLOSING BILL CREDIT 520-2450-232	147.48
					Total :	147.48
157638	8/11/2016	022608 COX, DVM, KENNETH R	06/23/16		C/S- DOG CLINIC (RABIES SHOTS) 100-5401-000	360.00
					Total :	360.00
157639	8/11/2016	059035 CRAIN, TANTI	1074801.015		REFUND CLEANING DEPOSIT 100-6747-000	150.00
					Total :	150.00
157640	8/11/2016	040945 CSR COMPANY	15780 15946		C. CARE- AIR CONDITIONING SERVICE 206-7200-7202-2250-0000-000 C. CARE- AIR CONDITIONING SERVICE 206-7200-7202-2250-0000-000	95.00 95.00
					Total :	190.00
157641	8/11/2016	003952 DAILY JOURNAL CORP	B2898996 B2900009		DEV SVCS- LEGAL PUBLICATION 100-6300-6302-2340-0000-000 DEV SVCS- LEGAL PUBLICATION 100-6300-6301-2340-0000-000	99.00 237.60

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157641	8/11/2016	003952 003952 DAILY JOURNAL CORP	(Continued)			Total : 336.60
157642	8/11/2016	cbc0940 DAVEY, GINA	00850292		CLOSING BILL CREDIT 520-2450-232	175.56 Total : 175.56
157643	8/11/2016	cbc0942 DELGADO, RUBEN	00220670		CLOSING BILL CREDIT 520-2450-232	147.76 Total : 147.76
157644	8/11/2016	043438 DELL COMPUTER CORPORATION	XJXPMFP51 XJXT39NC2	054166 054166	ELEC- TONER CARTRIGE 520-8000-8001-2300-0921-000 BM- TONER CARTRIDGE 605-6150-6211-2250-6211-000	51.29 92.33 Total : 143.62
157645	8/11/2016	093982 DENALI WATER SOLUTIONS LLC	0011725-IN	015831	WW- HAULING & DISPOSAL SERVICES 522-8200-8200-2350-0000-000	7,888.59 Total : C. 7,888.59
157646	8/11/2016	029963 DEPT OF SOCIAL SERVICES	364843507-2017		CARE- ANNUAL LICENSE FEE 206-7200-7203-2241-0000-000	242.00 Total : 242.00
157647	8/11/2016	029963 DEPT OF SOCIAL SERVICES	364843506- 2017		C. CARE- ANNUAL LICENSE FEE 206-7200-7203-2241-0000-000	242.00 Total : 242.00
157648	8/11/2016	cbc0919 DONIAN, ELIZABETH	00880340		CLOSING BILL CREDIT 520-2450-232	312.97 Total : 312.97
157649	8/11/2016	060478 DONNALLEY, GARY	REBATE- POOL PUMP		PUBLIC BEN- ENERGY EFFICIENCY REBATE 526-8000-8035-2041-0930-010	400.00 Total : 400.00
157650	8/11/2016	000149 DUNN-EDWARDS CORP	2018261190	054167	BM- PAINT SUPPLIES 605-6150-6211-2250-0000-000	84.05

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157650	8/11/2016	000149 000149 DUNN-EDWARDS CORP	(Continued)			Total : 84.05
157651	8/11/2016	060224 DUTHOY, ROD	#7-T-BASKETBALL-2016		COMM SVCS- BASKETBALL OFFICIAL 100-6200-6204-2350-0000-000	100.00 Total : 100.00
157652	8/11/2016	cbc0930 EDELSTEIN, SEAN	00271205		CLOSING BILL CREDIT 520-2450-232	147.14 Total : 147.14
157653	8/11/2016	cbc0944 EL COYOTE RESTAURANT	01919780 01919785		CLOSING BILL CREDIT 520-2450-232 CLOSING BILL CREDIT 520-2450-232	68.06 56.00 Total : 124.06
157654	8/11/2016	033495 ELECTRONICS WAREHOUSE	T-125317	054249	ELEC- ELECTRICAL SUPPLIES 520-8000-8003-2301-0921-000	135.25 Total : 135.25
157655	8/11/2016	092864 ELIFEGUARD	62233		COMM SVCS- WHISTLES 100-6200-6206-2301-0000-000	38.07 Total : 38.07
157656	8/11/2016	003851 EQUIFAX	9815455	016650	C/S- CREDIT INFORMATION SERVICES 100-6040-6042-2350-0000-000	727.76 Total : 727.76
157657	8/11/2016	003851 EQUIFAX	9762410 9811006		HR- BACKGROUND CHECKS 100-6030-6030-2342-0000-000 HR- BACKGROUND CHECKS 100-6030-6030-2342-0000-000	35.44 46.40 Total : 81.84
157658	8/11/2016	046823 FEDEX FREIGHT	3857622193		PW- SHIPPING CHARGES 100-6150-6151-2300-0000-000	117.00 Total : 117.00

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157659	8/11/2016	093928 FLYERS ENERGY, LLC	16-285181		ELEC- FUEL		
				054252	520-8000-8004-2301-0921-000	898.94	
			16-287958		FIRE- DIESEL FUEL		
				054252	100-6090-6091-2210-0000-000	876.53	
			16-287959		FIRE- DIESEL FUEL		
				054252	100-6090-6091-2210-0000-000	1,373.86	
			16-293780		INV- FUEL		
				054252	100-1530-000	10,542.13	
			16-295182		FIRE- DIESEL FUEL		
				054252	100-6090-6091-2210-0000-000	1,322.56	
Total :						15,014.02	
157660	8/11/2016	092134 FOX OCCUPATIONAL MEDICAL CENTE	5100-70760		HR- PRE-EMPLOYMENT PHYSICALS		
					054172	210-6150-6160-2350-0000-000	35.00
					054172	521-8300-8300-2350-0000-000	35.00
					054172	520-8000-8004-1161-0926-000	70.00
					054172	100-6030-6030-2342-0000-000	977.00
Total :						1,117.00	
157661	8/11/2016	cbc0951 FRENES, NATASHA	00760075		CLOSING BILL CREDIT		
					520-2450-232	132.25	
Total :						132.25	
157662	8/11/2016	060485 GAITAN, BARBARA	REBATE- TURF		WATER CONSERVATION REBATE		
					521-8100-8110-2041-0000-000	781.38	
Total :						781.38	
157663	8/11/2016	060483 GALICIA, MARIA	REIMBURSE-08/01/16		C. CARE- REIMBURSE FOR LIVE SCAN		
					206-7200-7202-2350-0000-000	89.00	
Total :						89.00	
157664	8/11/2016	017955 GALLS, LLC	005516328		PD- CREDIT (S. DAVIS)		
					054173	100-6070-6071-1170-0000-000	-107.84
						PD- CREDIT (S. DAVIS)	
					054173	100-6070-6071-1170-0000-000	-159.41
			BC0287717		PD- UNIFORM (S. DAVIS)		
				054173	100-6070-6071-1170-0000-000	267.25	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157664	8/11/2016	017955 GALLS, LLC	(Continued) BC0288380	054173	FIRE- UNIFORM (K. VALENTIN) 100-6090-6091-1170-0000-000	146.75
Total :						146.75
157665	8/11/2016	093573 GARDA CL WEST, INC.	10216612	016533	TREASURER- CASH TRANSPORT SVC 100-6060-6060-2350-0000-000	462.50
Total :						462.50
157666	8/11/2016	000230 GAS COMPANY	009-021-7100-8-0716	054255	BM- GAS SERVICES 605-6150-6211-2320-0000-000	106.83
			034-221-7500-4-0716	054255	BM- GAS SERVICES 605-6150-6211-2320-0000-000	122.38
			036-321-7500-0-0716	054255	BM- GAS SERVICES 605-6150-6211-2320-0000-000	299.43
			050-921-8700-3-0716	054255	BM- GAS SERVICES 605-6150-6211-2320-0000-000	72.62
			059-421-7122-3-0616	054174	BM- GAS SERVICES 605-6150-6211-2320-0000-000	1.19
			061-521-7100-2-0616	054174	BM- GAS SERVICES 605-6150-6211-2320-0000-000	1.80
			078-321-4900-4-0716	054255	BM- GAS SERVICES 605-6150-6211-2320-0000-000	2.88
			082-521-4900-3-0716	054255	BM- GAS SERVICES 605-6150-6211-2320-0000-000	45.54
			101-521-4300-3-0716	054255	BM- GAS SERVICES 605-6150-6211-2320-0000-000	50.44
			116-145-3943-2-0716	054255	BM- GAS SERVICES 605-6150-6211-2320-0000-000	38.78
			120-321-4800-4-0616	054174	W- GAS SERVICES 521-8100-8101-2320-0000-000	47.61
			187-421-0400-5-0716	054255	BM- GAS SERVICES 605-6150-6211-2320-0000-000	28.63
Total :						818.13
157667	8/11/2016	000157 GENUINE AUTO PARTS	153581	054256	ELEC- AUTOMOTIVE PARTS 520-8000-8004-2301-0921-000	9.14

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157667	8/11/2016	000157 000157 GENUINE AUTO PARTS	(Continued)			Total : 9.14
157668	8/11/2016	cbc0947 GREEN, DIANE	00841870		CLOSING BILL CREDIT 520-2450-232	Total : 15.60
157669	8/11/2016	093598 GRISWOLD INDUSTRIES	695899- TAX	015992	W- MAINT & INSTALLATION SERVICE 521-8100-8101-2350-0000-000	Total : 322.01
157670	8/11/2016	060484 HERNANDEZ, JANEL	1075243.015		REFUND CLEANING DEPOSIT 100-6747-000	Total : 100.00
157671	8/11/2016	cbc0926 HERNANDEZ, ROCIO	00880220		CLOSING BILL CREDIT 520-2450-232	Total : 36.80
157672	8/11/2016	025906 HOME DEPOT	3974761	054182	ST- HARDWARE SUPPLIES 210-6150-6160-2301-0000-000	633.35
			9581183	054260	COMM SVC- HARDWARE SUPPLIES 762-2319-000	42.73
			9590876	054261	ELEC- HARDWARE SUPPLIES 520-8000-8003-2301-0921-000	15.49
					Total : 691.57	
157673	8/11/2016	025906 HOME DEPOT	1021179	015790	PARKS- HARDWARE SUPPLIES 100-6150-6205-2301-0000-000	Total : 109.14
157674	8/11/2016	cbc#8308 HOME EXPO FINANCIAL	00330730		CLOSING BILL CREDIT 520-2450-232	Total : 75.62
157675	8/11/2016	000372 HOUR GLASS & MIRROR INC.	32057	054186	BM- REPAIRS TO GLASS 605-6150-6211-2250-6212-000	418.00
			32058	054186	BM- REPAIRS 605-6150-6211-2250-6212-000	290.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount		
157675	8/11/2016	000372	000372 HOUR GLASS & MIRROR INC.		(Continued)		Total :	708.00
157676	8/11/2016	cbc0936	HURTADO, KRISTINA	00461086		CLOSING BILL CREDIT 520-2450-232		56.66
							Total :	56.66
157677	8/11/2016	000276	INLAND WATER WORKS SUPPLY	285173		LLMD- BACKFLOW		
				016490		701-6150-6220-2301-0000-000		1,280.42
				016490		702-6150-6210-2301-0000-000		1,641.58
						701-6150-6220-2301-0000-000		105.63
						702-6150-6210-2301-0000-000		135.44
							Total :	3,163.07
157678	8/11/2016	000276	INLAND WATER WORKS SUPPLY	285386		W. INV- HARDWARE SUPPLIES		
					016519	521-1500-000		382.00
						521-1500-000		30.56
							Total :	412.56
157679	8/11/2016	092606	INTERNATIONAL DATA BASE CORP, DBA BIDN IN00000002227			PURCH- MAINTENANCE & SUPPORT		
					016509	100-6040-6043-2350-0000-000		5,250.00
							Total :	5,250.00
157680	8/11/2016	cbc0935	ITEHUA, ERIKA	00260140		CLOSING BILL CREDIT		
						520-2450-232		33.97
							Total :	33.97
157681	8/11/2016	093487	JACK HENRY & ASSOCIATES, INC	2268867		C/S- AUDIOTEL REMIT		
					016666	100-6040-6042-2350-0000-000		2,873.70
							Total :	2,873.70
157682	8/11/2016	cbc0950	JI MIN MOON	00290365		CLOSING BILL CREDIT		
						520-2450-232		106.95
							Total :	106.95
157683	8/11/2016	cbc0924	JOHNSON, CHRISTOPHER	00842170		CLOSING BILL CREDIT		
						520-2450-232		69.38
							Total :	69.38

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157684	8/11/2016	cbc0933 JOHNSON, LATONYA	00460148		CLOSING BILL CREDIT 520-2450-232	37.20
Total :						37.20
157685	8/11/2016	060350 LANG, LINDA	160618		COMM SVCS- SUPPLIES 100-6200-6214-2301-0000-000	131.95
Total :						131.95
157686	8/11/2016	cbc0946 LEAL, ALICIA CHRISTINA	00657346		CLOSING BILL CREDIT 520-2450-232	89.15
Total :						89.15
157687	8/11/2016	093969 LEIDOS ENGINEERING, LLC	INV-0003950581	016282	ELEC- ENGINEERING SERVICES 520-8000-8003-3890-0107-000	11,240.04
			INV-0003965797	015954	ELEC- ENGINEERING SERVICES 520-8000-8003-2350-0923-000	14,300.00
			INV-003963531	015671	ELEC- ENGINEERING SERVICES 520-8000-8002-2350-0923-000	17,790.00
Total :						43,330.04
157688	8/11/2016	cbc0925 LESILE, RIKKI	00790165		CLOSING BILL CREDIT 520-2450-232	192.79
Total :						192.79
157689	8/11/2016	093595 LINKO TECHNOLOGY	4568-	015961	WW- SOFTWARE MAINT. & SUPPORT 522-8200-8200-2350-0000-000	1,480.00
Total :						1,480.00
157690	8/11/2016	cbc0927 LUJAN, CHRISTOPHER	00880270		CLOSING BILL CREDIT 520-2450-232	75.37
Total :						75.37
157691	8/11/2016	060480 LUJANO, LINDA	REBATE- PLANTS		WATER CONSERVATION REBATE 521-8100-8110-2041-0000-000	300.00
Total :						300.00
157692	8/11/2016	093887 LUTHER'S TRUCK & EQUIPMENT	37996	016572	AUTO- ENGINE REPAIR 608-6150-8700-2210-0000-000	2,145.49

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157692	8/11/2016	093887 093887 LUTHER'S TRUCK & EQUIPMENT	(Continued)			Total : 2,145.49
157693	8/11/2016	060481 MAGANA, VANESSA	1073638.015		REFUND CLEANING DEPOSIT 100-6747-000	150.00 Total : 150.00
157694	8/11/2016	cbc0948 MCNEIL, PATRICK	00128140		CLOSING BILL CREDIT 520-2450-232	153.31 Total : 153.31
157695	8/11/2016	cbc0929 MEDINA, KIMBERLY	00261450		CLOSING BILL CREDIT 520-2450-232	261.44 Total : 261.44
157696	8/11/2016	cbc0928 MEJIA, MONTSERRAT	00502985		CLOSING BILL CREDIT 520-2450-232	634.19 Total : 634.19
157697	8/11/2016	041081 MISSION LINEN SUPPLY & UNIFORM	502081128		AUTO- UNIFORM RENTAL SERVICES	
			502090705	054197	608-6150-8700-1170-0000-000	30.56
			502090706	054197	608-6150-8700-1170-0000-000	42.77
			502457465	054197	608-6150-8700-1170-0000-000	15.55
			502504532	054197	608-6150-8700-1170-0000-000	84.15
			502504592	054197	605-6150-6211-2250-6211-000	31.11
			502588520	054197	608-6150-8700-1170-0000-000	30.28
			502598183	054197	608-6150-8700-1170-0000-000	123.90
			502598188	054197	608-6150-8700-1170-0000-000	30.28
			502638863	054197	605-6150-6211-1170-0000-000	15.84
					BM- UNIFORM RENTAL SERVICES	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157697	8/11/2016	041081 MISSION LINEN SUPPLY & UNIFORM	(Continued)			
			502650454	054197	605-6150-6211-2250-6211-000 AUTO- UNIFORM RENTAL SERVICES	31.11
			502650456	054197	608-6150-8700-1170-0000-000 BM- UNIFORM RENTAL SERVICES	68.93
			502677661	054197	605-6150-6211-1170-0000-000 BM- UNIFORM RENTAL SERVICES	16.91
			502689193	054197	605-6150-6211-1170-0000-000 BM- UNIFORM RENTAL SERVICES	31.11
			502689195	054197	605-6150-6211-1170-0000-000 BM- UNIFORM RENTAL SERVICES	30.28
			502780106	054197	605-6150-6211-1170-0000-000 ST- UNIFORM RENTAL SERVICES	15.84
			502780108	054197	210-6150-6160-1170-0000-000 ST- UNIFORM RENTAL SERVICES	6.48
			502819791	054197	210-6150-6160-1170-0000-000 BM- MAT RENTAL	67.60
				054276	605-6150-6211-2250-0000-000	35.73
					Total :	708.43
157698	8/11/2016	041081 MISSION LINEN SUPPLY & UNIFORM	502780109		PARKS- UNIFORM RENTAL SERVICE	
				015794	100-6150-6205-1170-0000-000	74.98
			502780110		PARKS- UNIFORM RENTAL SERVICE	
				015794	100-6150-6205-1170-0000-000	15.84
					Total :	90.82
157699	8/11/2016	cbc0943 MONT, ASHLEY	00471800		CLOSING BILL CREDIT	
					520-2450-232	74.76
					Total :	74.76
157700	8/11/2016	093994 MONTROSE ENVIRONMENTAL CORP.	INV1014904		ELEC- ENVIRONMENTAL CONSULTING	
				016008	520-8000-8003-2350-0923-000	472.50
			INV1014905		ELEC- SCAQMD EMISSIONS REPORT	
				016048	520-8000-8009-2225-0548-000	472.50
					Total :	945.00
157701	8/11/2016	093220 NESTLE WATERS NORTH AMERICA	06F0034312413		C. CARE- BOTTLE WATER SERVICES	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157701	8/11/2016	093220 NESTLE WATERS NORTH AMERICA	(Continued)			
				054277	206-7200-7203-2305-0000-000	18.23
			06F0034312421		C. CARE- BOTTLE WATER SERVICES	
			06G0030671358	054277	206-7200-7203-2305-0000-000	39.59
					LIB- BOTTLE WATER SERVICES	
			06G0030671663	054277	100-6200-6250-2301-0000-000	10.76
					ELEC- BOTTLE WATER SERVICES	
			06G0030671911	054277	520-8000-8009-2225-0548-000	29.10
					PURCH- BOTTLE WATER SERVICES	
			06G0030672000	054277	100-6040-6043-2301-0000-000	12.14
					AUTO- BOTTLE WATER SERVICES	
				054277	605-6150-6211-2301-0000-000	3.24
				054277	608-6150-8700-2301-0000-000	3.23
			06G0034312413		C. CARE- BOTTLE WATER SVC	
				054277	206-7200-7203-2305-0000-000	18.23
Total :						134.52
157702	8/11/2016	045033 OFFICE DEPOT	849503837001		ECON DEV- OFFICE SUPPLIES	
				054280	100-6300-9050-2301-0000-000	70.53
			850260254001		CM- OFFICE SUPPLIES	
			850260254002	054280	100-6020-6020-2300-0000-000	13.44
					ECON DEV- OFFICE SUPPLIES	
			850269370001	054280	100-6300-9050-2301-0000-000	211.60
					C/S- OFFICE SUPPLIES	
				054280	100-6040-6042-2300-0000-000	406.17
					100-6040-6042-2300-0000-000	32.49
			850270082001		C/S- OFFICE SUPPLIES	
				054280	100-6040-6042-2300-0000-000	24.99
					100-6040-6042-2300-0000-000	2.00
			850270085001		C/S- OFFICE SUPPLIES	
				054280	100-6040-6042-2300-0000-000	53.90
					100-6040-6042-2300-0000-000	4.31
			852036162001		ELEC- OFFICE SUPPLIES	
				054280	526-8000-8035-2301-0921-000	56.86
Total :						876.29
157703	8/11/2016	045075 ORIGINAL MOWBRAY'S TREE	17501		PW- TREE TRIMMING SERVICES	

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157703	8/11/2016	045075 ORIGINAL MOWBRAY'S TREE	(Continued)			
			17502	016234	100-6150-6160-2350-0000-000	6,804.00
				012560	ELEC- TREE TRIMMING SERVICES 520-8000-8004-2350-0923-000	4,284.00
					Total :	11,088.00
157704	8/11/2016	cbc0937 OSBORNE HOMES	00511210		CLOSING BILL CREDIT 520-2450-232	66.05
					Total :	66.05
157705	8/11/2016	093839 P & P UNIFORMS	405292/4		PD- FLASHLIGHTS	
				054281	100-6070-6071-1180-0000-000	356.38
					Total :	356.38
157706	8/11/2016	cbc0945 PERCY, NICOLE	00750065		CLOSING BILL CREDIT 520-2450-232	41.19
					Total :	41.19
157707	8/11/2016	093896 PRISTINE UNIFORMS	3222		PD- UNIFORM (S. LEOPARD)	
				016630	100-6070-6071-1170-0000-000	215.92
					Total :	215.92
157708	8/11/2016	060482 RAMIREZ, ROBERTO	REBATE- WINDOW		PUBLIC BEN- ENEGY EFFICIENCY REBATE	
					526-8000-8035-2041-0930-010	200.00
					Total :	200.00
157709	8/11/2016	027892 RDO EQUIPMENT COMPANY	E03558		W- JOHN DEERE BACKHOE	
				016402	521-8100-8101-4910-0000-000	107,528.74
					521-8100-8101-4910-0000-000	8,601.74
			E03570		WW- JOHN DEERE 644K LOADER	
				016403	522-8200-8200-4910-0000-000	296,809.01
					522-8200-8200-4910-0000-000	23,744.16
					Total :	436,683.65
157710	8/11/2016	045861 RIVERSIDE COUNTY SHERIFF'S	09/12-09/16/16		PD- TUITION (FIREARMS INSTRUCTOR)	
					100-6070-6071-1160-0000-000	312.00
					Total :	312.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157711	8/11/2016	cbc0952 ROMAN REALTY SERVICE	00502110		CLOSING BILL CREDIT 520-2450-232	78.86
Total :						78.86
157712	8/11/2016	cbc0949 ROSSI, GABRIELLE	00170315		CLOSING BILL CREDIT 520-2450-232	207.36
Total :						207.36
157713	8/11/2016	093193 SAMBA HOLDING	5185-201606	015934	AUTO- DRIVERS LICENSE CHECKS 608-6150-8700-2270-0000-000	257.76
Total :						257.76
157714	8/11/2016	092322 SAM'S CLUB DIRECT	CHARGES 07/16	054288 054288 054288	SUPPLIES (VARIOUS DEPT'S) 100-6200-6215-2301-0000-000 100-6200-6212-2301-0000-000 762-2319-000	987.23 68.43 293.04
Total :						1,348.70
157715	8/11/2016	092322 SAM'S CLUB DIRECT	CHARGES 07/16-2	016529 016529	INV- SUPPLIES 100-1500-000 520-1500-154 100-1500-000	526.57 28.68 45.81
Total :						601.06
157716	8/11/2016	018335 SAN BERNARDINO ASSOCIATED GOVT	896-C13040-1000802-7	013650	TRAFFIC IMPACT- I-10/PEPPER 249-1000-6900-2350-0000-000	64,460.06
Total :						64,460.06
157717	8/11/2016	003272 SAN BERNARDINO COUNTY	APRIL 16 MAY 16	015544 015544	PD- COUNTY FORMS/ SUPPLIES 100-6070-6071-2300-0000-000 PD- COUNTY FORMS/ SUPPLIES 100-6070-6071-2300-0000-000	14.34 390.72
Total :						405.06
157718	8/11/2016	003799 SAN BERNARDINO COUNTY	19459- 1 19459- 2		PD- RADIO ACCESS SERVICE 100-6070-6071-2310-0000-000 PD- RADIO MAINTENANCE 100-6070-6071-2240-0000-000	10,542.08 1,617.04

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
157718	8/11/2016	003799 SAN BERNARDINO COUNTY	(Continued) 19459- 5		PD- DISPATCH CONSOLE MAINT. 100-6070-6071-2240-0000-000	1,053.00	
			19459- 6		PD- COUNTY WAN CONNECTION 100-6070-6071-2310-0000-000	324.00	
					Total :	13,536.12	
157719	8/11/2016	014615 SAN BERNARDINO COUNTY	IN0251772		COMM SVCS- HEALTH PERMIT 100-6200-6203-2241-0000-000	774.00	
					Total :	774.00	
157720	8/11/2016	015748 SAN BERNARDINO COUNTY	15690	015541	PD- FIRING RANGE 100-6070-6071-1160-0000-000	640.00	
					Total :	640.00	
157721	8/11/2016	015748 SAN BERNARDINO COUNTY	19459		PD- SHERIFF'S AUTO SYSTEM 100-6070-6071-2350-0000-000	391.66	
					Total :	391.66	
157722	8/11/2016	093293 SCHWEITZER ENGINEERING LABORAT	INV-000026828	016360	ELEC- RELAYS AND SWITCHES 520-8000-8003-4930-0101-000 520-8000-8003-4930-0101-000	300.00 24.00	
					Total :	324.00	
157723	8/11/2016	cbc0939 SERRATOS, DIANA	00760740		CLOSING BILL CREDIT 520-2450-232	28.48	
					Total :	28.48	
157724	8/11/2016	093712 SIEMENS INDUSTRY INC.	5610011599	015886	ST- TRAFFIC SIGNAL MAINT. 210-6150-6160-2460-0000-000	4,165.00	
			5620006474	015886	ST- TRAFFIC SIGNAL MAINT. 210-6150-6160-2460-0000-000	5,048.92	
			5620008092	015886	ST- TRAFFIC SIGNAL MAINT. 210-6150-6160-2460-0000-000	1,365.00	
					Total :	10,578.92	
157725	8/11/2016	cbc0922 SINGH, HARMEET	00321520		CLOSING BILL CREDIT 520-2450-232	356.11	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount		
157725	8/11/2016	cbc0922 cbc0922 SINGH, HARMEET	(Continued)				Total :	356.11
157726	8/11/2016	000224 SMART AND FINAL IRIS CO	173158	054290	COMM SVCS- SUPPLIES FOR CAMP 100-6200-6209-2301-0000-000	117.42	Total :	117.42
157727	8/11/2016	cbc0934 SMITH, LADARA	00791815		CLOSING BILL CREDIT 520-2450-232	130.46	Total :	130.46
157728	8/11/2016	092670 SO CAL LOCKSMITH	33737	054291	COMM SVCS- LOCK PARTS AND SVC 100-6200-6217-2250-0000-000	19.71		
			34709	054291	COMM SVCS- LOCK PARTS AND SVC 100-6200-6217-2250-0000-000	95.00	Total :	114.71
157729	8/11/2016	018063 SO CAL MUNI ATHLETIC FED	4680		COMM SVCS- ADULT BASKETBALL REGIS. 100-6200-6204-2350-0000-000	32.00	Total :	32.00
157730	8/11/2016	000228 SOUTHERN CALIFORNIA EDISON	2-27-327-1130-0616	054210	W- ELECTRIC SERVICE 521-8100-8101-2320-0000-000	313.77	Total :	313.77
157731	8/11/2016	003181 SOUTHERN CALIFORNIA GAS CO	162-347-7713-0-0616	054211	BM- NATURAL GAS VEHICLES 605-6150-6211-2320-0000-000	13.37	Total :	13.37
157732	8/11/2016	060151 SOVYANHADI, YOEDONO	REBATE- TURF-3		WATER CONSERVATION REBATE 521-8100-8110-2041-0000-000	800.00	Total :	800.00
157733	8/11/2016	000234 SQUIRES LUMBER COMPANY	307896	054212	WW- MAINTENANCE MATERIAL 522-8200-8200-2255-0000-000	14.83		
			309063	054212	MAINTENANCE MATERIAL 522-8200-8200-2255-0000-000	19.96		
			309123	054212	WW- MAINTENANCE MATERIAL 522-8200-8200-2255-0000-000	37.99		

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157733	8/11/2016	000234 SQUIRES LUMBER COMPANY	(Continued) 309474	054295	ELEC- MAINTENANCE MATERIAL 520-8000-8003-2301-0921-000	37.81 Total : 110.59
157734	8/11/2016	093655 STB LANDSCAPE ARCHITECTS, INC.	16271	016498	W- LANDSCAPE DESIGN PROJECT 521-8100-8110-3890-0000-000	5,800.00 Total : 5,800.00
157735	8/11/2016	093922 T & B PLANNING, INC.	16-4378	014996	DEV SVCS- PROF. PLANNING SVC 762-2327-000	14,340.75 Total : 14,340.75
157736	8/11/2016	094005 THE PRESS-ENTERPRISE	10178119		LLMD- LEGAL PUBLICATIONS 702-6150-6210-2340-0000-000 701-6150-6220-2340-0000-000	331.20 331.20 Total : 662.40
157737	8/11/2016	059602 THE STANDARD INSURANCE COMPANY	AUG 16		VSP PLAN INSURANCE PREMIUMS 762-2015-000 100-6030-6030-1150-0000-000 762-2015-000	1,720.08 13.92 -27.84 Total : 1,706.16
157738	8/11/2016	093800 THOMAS, MATTHEW	#7-T-BASKETBALL-2016		COMM SVCS- BASKETBALL OFFICIAL 100-6200-6204-2350-0000-000	100.00 Total : 100.00
157739	8/11/2016	093146 TIME WARNER CABLE	0470566386-07/16 844840- 07/16	016593 016510	PD- CABLE SERVICE 100-6070-6071-2310-0000-000 I.S.- CITY WIDE CABLE 606-6040-6044-2310-0000-000	240.46 611.66 Total : 852.12
157740	8/11/2016	093930 TOOLS-R-US, INC.	490268	016607	ELEC- SMALL TOOLS 520-8000-8004-2301-0921-000	1,264.43 Total : 1,264.43

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157741	8/11/2016	092083 ULTRA PRINTING	12578		FIRE- BUSINESS CARDS	
				054300	100-6090-6091-2301-0000-000	31.00
					100-6090-6091-2301-0000-000	2.48
					Total :	33.48
157742	8/11/2016	003123 UNITED PARCEL SERVICE	0000A4V827276		ELEC- SHIPPING SERVICES	
				054301	520-8000-8003-2301-0921-000	13.00
					Total :	13.00
157743	8/11/2016	060309 URENA, JOE	REBATE- MULCH		WATER CONSERVATION REBATE	
					521-8100-8110-2041-0000-000	150.00
					Total :	150.00
157744	8/11/2016	036062 VERIZON CALIFORNIA	3810369-0616		ELEC- MODEM CHARGES-REMOTE METERS	
				015625	520-8000-8024-2310-0930-200	50.36
					Total :	50.36
157745	8/11/2016	093406 VERIZON WIRELESS	9765644074		PD- CELLULAR SVC & EQUIPMENT	
			9767283974	054302	100-6070-6071-2310-0000-000	7,003.74
			9767283974	054219	AUTO- CELLULAR SERVICES	
			9767283975	054219	608-6150-8700-2310-0000-000	11.30
			9767283975	054219	ST- CELLULAR SERVICES	
			9767283980	054219	210-6150-6160-2310-0000-000	182.08
			9767283980	054219	PW- CELLULAR SERVICES	
			9767283982	054219	100-6150-6151-2310-0000-000	391.62
			9767283982	054219	PARKS- CELLULAR SERVICES	
			9767283984	054219	100-6150-6205-2310-0000-000	175.79
			9767283984	054219	BM- CELLULAR SERVICES	
			9767283985	054219	605-6150-6211-2310-0000-000	66.98
			9767283985	054219	VV- CELLULAR SERVICES	
			9767949857	054219	522-8200-8200-2310-0000-000	1,265.44
			9767949857	054302	PD- CELLULAR SERVICES	
			9767963433	054302	100-6070-6071-2310-0000-000	698.22
			9767963433	054302	PD- CELLULAR SERVICES	
			9768601886	054302	100-6070-6071-2310-0000-000	1,507.76
			9768601886	054302	I.S.- CELLULAR SERVICES	
				054302	606-6040-6044-2310-0000-000	76.02

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157745	8/11/2016	093406 VERIZON WIRELESS	(Continued) 9768927239	054302	PURCH- CELLULAR SERVICES 100-6040-6043-2310-0000-000	22.67
			9768927244	054302	I.S.- CELLULAR SERVICES 606-6040-6044-2310-0000-000	24.33
					Total :	11,425.95
157746	8/11/2016	060395 VILLARRUEL, JOSE	REBATE- TURF		WATER CONSERVATION REBATE 521-8100-8110-2041-0000-000	800.00
					Total :	800.00
157747	8/11/2016	049184 WALLACE, JEREMY	REBATE- TURF		WATER CONSERVATION REBATE 521-8100-8110-2041-0000-000	800.00
					Total :	800.00
157748	8/11/2016	034005 WEST COAST ROTOR	25274	015693	WW- PUMP REPLACEMENT PARTS 522-8200-8200-2256-0000-000	2,939.42
					Total :	2,939.42
157749	8/11/2016	cbc0941 WHITE, TERRY	00791190		CLOSING BILL CREDIT 520-2450-232	14.20
					Total :	14.20
157750	8/11/2016	002761 XEROX CORPORATION	085418509	015883	C. CLERK- COPIER LEASE 100-6010-6010-2420-0000-000 100-6010-6010-2420-0000-000	69.05 2.33
					Total :	71.38
157751	8/11/2016	cbc0953 YAIR CELIS	00351140		CLOSING BILL CREDIT 520-2450-232	44.40
					Total :	44.40
157752	8/11/2016	cbc0923 YANIS, HUGO	00760560		CLOSING BILL CREDIT 520-2450-232	5.30
					Total :	5.30
157753	8/11/2016	cbc0932 ZWIERLEIN, DANIEL	00472190		CLOSING BILL CREDIT 520-2450-232	44.61

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157753	8/11/2016	cbc0932 cbc0932 ZWIERLEIN, DANIEL			(Continued)	Total : 44.61
3305300	7/28/2016	003756 CITY OF LOS ANGELES / DWP	GA186657		ELEC- TRANSMISSION & DISPATCHING 520-8000-8006-2330-0555-700	6,322.96 Total : 6,322.96
3307400	7/28/2016	059733 COLTON SOLAR TWO, LLC	CST014		ELEC- ENERGY PURCHASED 520-8000-8006-2330-0555-540	18,855.30 Total : 18,855.30
3307500	7/28/2016	059733 COLTON SOLAR TWO, LLC	CS1012		ELEC- ENERGY PURCHASED 520-8000-8006-2330-0555-540	38,468.80 Total : 38,468.80
3325700	7/27/2016	003753 SO CALIF PUBLIC POWER AUTH, BNY WESTE PV 0716			ELEC- POWER COSTS- PALO VERDE 520-8000-8006-2330-0555-200 520-8000-8001-2350-0923-000 PV 0716-2 POWER COSTS- PALO VERDE 520-8000-8005-2270-0930-200 526-8000-8035-2350-0923-000 526-8000-8035-2041-0930-040 526-8000-8037-2041-0930-030 526-8000-8037-2350-0923-000 526-8000-8038-2350-0923-000	75,531.00 1,024.36 1,894.01 7,402.32 4,073.77 44,758.90 99,823.29 4,875.00 Total : 239,382.65
4413500	8/4/2016	035929 BANK OF AMERICA	FEDERAL 8/4/16-SUPP		FEDERAL TAXES 762-2200-000	3,874.56 Total : 3,874.56
4415100	8/4/2016	035929 BANK OF AMERICA	STATE 8/4/16- SUPPLE		STATE TAXES 762-2010-000	1,425.67 Total : 1,425.67
28466000	7/7/2016	003111 SO CALIF PUBLIC POWER AUTH	MAG F 0516		ELEC- POWER COSTS 520-8000-8006-2330-0555-400	26,817.00 Total : 26,817.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
66578316	8/3/2016	003772 STATE OF CALIFORNIA	PP 08/04/16		CHILD SUPPORT PAYMENTS 762-2150-000	2,927.84 Total : 2,927.84
73142300	7/26/2016	003893 ING	PP 07/21/16		457 DEF COMP & LOAN PAYMENT 762-2040-000 762-2045-000	10,415.31 583.93 Total : 10,999.24
73153700	7/27/2016	003672 CALIFORNIA PUBLIC EMPLOYEES'	100000014788647		FIRE- UNFUNDED ACCRUED LIABILITY 100-6090-6091-1107-0000-000	899,673.00 Total : 899,673.00
73153800	7/27/2016	003672 CALIFORNIA PUBLIC EMPLOYEES'	100000014788656		PD- UNFUNDED ACCRUED LIABILITY 100-6070-6071-1107-0000-000	972,454.00 Total : 972,454.00
73153900	7/27/2016	003672 CALIFORNIA PUBLIC EMPLOYEES'	1000000014788664		PD- UNFUNDED ACCRUED LIABILITY 100-6070-6071-1107-0000-000	614.00 Total : 614.00
73411300	8/1/2016	000215 CALPERS/ REPLACEMENT BEN.FUND	100000014741836		ARREARS CONTRIBUTIONS 100-6040-6042-1100-0000-000	4,609.01 Total : 4,609.01
73411400	8/1/2016	000215 CALPERS/ REPLACEMENT BEN.FUND	100000014741835		ADMIN FEES ARREARS (DEJEAN) 100-6040-6042-2380-0000-000	500.00 Total : 500.00
73589700	8/4/2016	003672 CALIFORNIA PUBLIC EMPLOYEES'	AUG 16		HEALTH PREMIUMS 762-2020-000 100-6030-6030-2380-0000-000 100-6030-6030-1150-0000-000	35,315.37 208.62 15,705.18 Total : 51,229.17
73608500	8/4/2016	003893 ING	PP 08/04/16		457 DEF COMP & LOAN PAYMENT 762-2040-000 762-2045-000	10,533.86 583.93

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
73608500	8/4/2016	003893 003893 ING	(Continued)			Total : 11,117.79
200284667	8/2/2016	059710 US POSTAL SERVICE (NEOPOST, POSTAGE C 07/28/16			C. CLERK- POSTAGE FOR METER 100-6010-6010-2404-0000-000	5,000.00 Total : 5,000.00
300261099	8/3/2016	093712 SIEMENS INDUSTRY INC.	5610016445	015886	ST- TRAFFIC SIGNAL MAINT. 210-6150-6160-2460-0000-000	4,165.00
			5620011395	015886	ST- TRAFFIC SIGNAL MAINT. 210-6150-6160-2460-0000-000	9,292.53 Total : 13,457.53
300262476	8/3/2016	093815 JACOBS ENGINEERING GROUP INC.	W9Y13100-21	013870	CIP- ENG SVCS- LA CADENA BRIDGE F 450-1306-6986-3890-0000-000	55,971.08 Total : 55,971.08
300263307	8/3/2016	093815 JACOBS ENGINEERING GROUP INC.	W9Y13100-22	013870	CIP- ENG SVCS- LA CADENA BRIDGE F 450-1306-6986-3890-0000-000	75,497.10 Total : 75,497.10
400255084	8/4/2016	058819 CALIFORNIA INDEPENDENT	2016080231-32960962		ELECTRIC TRANSMISSION SERVICE 520-8000-8006-2330-0555-710 520-7907-000	429,135.13 -361,309.46 Total : 67,825.67
900424915	7/29/2016	093815 JACOBS ENGINEERING GROUP INC.	W9Y13100-23	013870	CIP- ENG SVCS- LA CADENA BRIDGE F 450-1306-6986-3890-0000-000	233,365.67 Total : 233,365.67
163 Vouchers for bank code : boa						Bank total : 3,763,182.78
163 Vouchers in this report						Total vouchers : 3,763,182.78

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
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Stacey Dabbs
Acting Finance Director



Aurelio De La Torre
City Treasurer

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157754	8/18/2016	093369 A & I REPROGRAPHICS	CN00022694		W- BONDING/ PAPER FOR BIDS	
				054232	701-6150-6220-2340-0000-000	27.81
				054232	702-6150-6210-2340-0000-000	27.81
					Total :	55.62
157755	8/18/2016	000788 AT & T	2654898202		ELEC- FRAME CIRCUIT CHARGES	
				016673	520-8000-8001-2310-0930-200	250.56
			2654927980		ELEC- FRAME CIRCUIT CHARGES	
				016673	520-8000-8009-2225-0548-000	445.44
					Total :	696.00
157756	8/18/2016	058493 AETNA	SEPT 16		RETIREE HEALTH PREMIUMS	
					100-6030-6030-1150-0000-000	1,426.93
					Total :	1,426.93
157757	8/18/2016	060495 AFSS SOUTHERN DIVISION	DUES- 2017		FIRE- DUES (K. DONLEY)	
					100-6090-6091-2270-0000-000	50.00
					Total :	50.00
157758	8/18/2016	093552 AIR RESOURCES BOARD	INVC116250		ELEC- COSTS OF IMPLEMENTATION FE	
					520-8000-8006-2330-0555-300	29,032.00
					Total :	29,032.00
157759	8/18/2016	000289 AIRGAS USA, LLC	9053505922		PURCH- PROPANE TANK	
				016668	100-6040-6043-2301-0000-000	228.10
					100-6040-6043-2301-0000-000	3.25
			9937618873		PURCH- PROPANE TANK	
				016668	100-6040-6043-2301-0000-000	36.50
					Total :	267.85
157760	8/18/2016	058945 ALBA, CARLOS	08/07/16		COMM SVCS- MUSIC PERFORMANCE	
					100-6200-6214-2350-0000-000	800.00
					Total :	800.00
157761	8/18/2016	020563 ALLIED REFRIGERATION	491746		BM- COOLANT SYSTEM SUPPLIES	
				015908	605-6150-6211-2250-6211-000	18.03

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157761	8/18/2016	020563 ALLIED REFRIGERATION	(Continued) 491802	015908	BM- COOLANT SYSTEM SUPPLIES 605-6150-6211-2250-6211-000	39.34
Total :						57.37
157762	8/18/2016	093578 AMERICAN TRAFFIC PRODUCTS INC.	16-17984	016513	INV- PAINT 100-1500-000 100-1500-000	208.58 16.68
Total :						225.26
157763	8/18/2016	092644 ANDERSON, DEBORAH	JULY 16	016648	COMM SVCS- CONTRACT INSTRUCTOI 100-6200-6202-2350-0000-000	581.00
Total :						581.00
157764	8/18/2016	093657 ANDERSON, LILI	JULY 16	016647	COMM SVCS- CONTRACT INSTRUCTOI 100-6200-6202-2350-0000-000	257.60
Total :						257.60
157765	8/18/2016	046399 ANDRESEN ARCHITECHTURE	15-2380-03	016284	ELEC- ARCHITECTURAL DEISGN SVCS 520-8000-8003-3890-0107-000	7,500.00
Total :						7,500.00
157766	8/18/2016	093989 ANIXTER POWER SOLUTIONS INC.	3275411-00	016525	ELEC INV- WOOD POLES 520-1500-154 520-1500-154	5,194.25 415.54
Total :						5,609.79
157767	8/18/2016	093942 ASPLUNDH CONSTRUCTION CORP.	APP#9-03/17/16	015201	ELEC- AGUA MANSA PROJECT 520-8000-8040-3890-0107-000	939,420.28
Total :						939,420.28
157768	8/18/2016	046028 AT & T	2710107-0716 4339720-0516 5141675-0516 7832544-0716	054236 054153 054153	I.S.- TELEPHONE SERVICES 606-6040-6044-2310-0000-000 ST- TELEPHONE SERVICES 210-6150-6160-2310-0000-000 PW- TELEPHONE SERVICES 210-6150-6160-2310-0000-000 I.S.- TELEPHONE SERVICES	10.33 36.12 0.03

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157768	8/18/2016	046028 AT & T	(Continued)			
			8256846-0616	054236	606-6040-6044-2310-0000-000 WW- TELEPHONE SERVICES	99.43
			9391054752- 0716	054153	522-8200-8200-2310-0000-000 LIB- TELEPHONE SERVICES	127.69
			9391054773	054236	100-6200-6250-2310-0000-000 COMM SVCS- TELEPHONE SERVICES	188.10
			9391054778	054236	100-6200-6250-2310-0000-000 W- TELEPHONES SERVICES	17.84
			9391054785	054236	521-8100-8101-2310-0000-000 COMM SVCS- TELEPHONE SERVICES	34.61
			9391054794	054236	100-6200-6250-2310-0000-000 LIB- TELEPHONE SERVICES	114.17
			9391054803	054236	100-6200-6250-2310-0000-000 LIB- TELEPHONE SERVICES	19.18
			9391054805- 0716	054236	100-6200-6250-2310-0000-000 COMM SVCS- TELEPHONES SERVICES	119.69
			9391054939- 0716	054236	100-6200-6202-2310-0000-000 COMM SVCS- TELEPHONE SERVICES	19.79
			9391054976- 0716	054236	100-6200-6202-2310-0000-000 COMM SVCS- TELEPHONE SERVICES	79.79
			9391054984- 07/16	054236	100-6200-6202-2310-0000-000 I.S.- TELEPHONE SERVICES	37.64
			9391054986- 0616	054236	606-6040-6044-2310-0000-000 W- TELEPHONE SERVICES	119.31
			9391054986-0516	054153	521-8100-8101-2310-0000-000 W- TELEPHONE SERVICES	19.18
			9391054987	054153	521-8100-8101-2310-0000-000 I.S.- TELEPHONE SERVICES	57.53
			9391055022- 0716	054236	606-6040-6044-2310-0000-000 LIB- TELEPHONE SERVICE	104.30
			9391055095- 05/16	054236	100-6200-6250-2310-0000-000 W- TELEPHONE SERVICES	19.31
			9391055095- 06/16	054153	521-8100-8101-2310-0000-000 W- TELEPHONE SERVICES	322.96
			9391055102- 0616	054153	521-8100-8101-2310-0000-000 W- TELEPHONE SERVICES	110.32

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157768	8/18/2016	046028 AT & T	(Continued)			
				054153	521-8100-8101-2310-0000-000	77.56
			9391055102-0516		W- TELEPHONE SERVICES	
				054153	521-8100-8101-2310-0000-000	232.70
			9391055106- 0716		I.S.- TELEPHONE SERVICES	
				054236	606-6040-6044-2310-0000-000	213.18
			9391055175- 0716		LIB- TELEPHONE SERVICES	
				054236	100-6200-6250-2310-0000-000	96.02
			9391057033- 0716		I.S.- TELEPHONE SERVICES	
				054236	606-6040-6044-2310-0000-000	444.69
			9391057038		I.S.- TELEPHONE SERVICES	
				054236	606-6040-6044-2310-0000-000	575.26
					Total :	3,296.73
157769	8/18/2016	093746 AT & T	287254304436X72716		ELEC- SURVEILLANCE CAMERAS	
				015458	520-8000-8004-2301-0921-000	59.04
					Total :	59.04
157770	8/18/2016	000205 AT&T	2710010-0716		ELEC- TELEPHONE SERVICES	
				054235	520-8000-8001-2310-0930-200	33.29
			8410909- 0716		WW- TELEPHONE SERVICES	
				054235	522-8200-8200-2310-0000-000	33.99
					Total :	67.28
157771	8/18/2016	093447 AVAYA INC.	2733716194		I.S.- PHONE SYSTEM MAINT.	
				016753	606-6040-6044-2310-0000-000	2,275.90
					Total :	2,275.90
157772	8/18/2016	093975 BLACK, ROBERT DOUGLAS	JULY 16		COMM SVCS- CONTRACT INSTRUCTOI	
				016646	100-6200-6202-2350-0000-000	11.20
					Total :	11.20
157773	8/18/2016	093948 BRAUN BLAISING MCLAUGHLIN &	16186		ELEC- LEGAL SERVICES	
				015814	520-8000-8001-2350-0923-000	169.50
					Total :	169.50
157774	8/18/2016	024815 BRITHINEE ELECTRIC	SI05129		W- ELECTRICAL PARTS	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157774	8/18/2016	024815 BRITHINEE ELECTRIC	(Continued)			
			SI05313	054157	521-8100-8101-2411-0000-000 W- ELECTRICAL PARTS	1,200.00
				054157	521-8100-8101-2411-0000-000	450.00
Total :						1,650.00
157775	8/18/2016	048296 CALIFORNIA FIRE CHIEFS, ASSOCIATION	DUES- 2017		FIRE- MEMBERSHIP DUES 100-6090-6091-2270-0000-000	400.00
Total :						400.00
157776	8/18/2016	045069 CALIFORNIA PARKS & REC SOCIETY	120224- 2017		COMM SVCS- MEMBERSHIP RENEWAL 100-6200-6202-2270-0000-000	150.00
Total :						150.00
157777	8/18/2016	015809 CALOLYMPIC GLOVE &	353272	016531	INV- SAFETY SUPPLIES 100-1500-000 100-1500-000	448.71 66.51
Total :						515.22
157778	8/18/2016	043552 CHARLES E THOMAS COMPANY	84977		AUTO- MAINTENANCE 608-6150-8700-2210-8700-000	217.74
Total :						217.74
157779	8/18/2016	093906 CHJ CONSULTANTS	8330	015833	PW- INSPECTION AND MATERIAL 450-0635-6970-3890-0000-000	180.00
			8762	015833	PW- INSPECTION AND MATERIAL 450-0641-6970-3890-0000-000	4,821.40
			8982	015833	PW- INSPECTION AND MATERIAL 450-0641-6970-3890-0000-000	1,836.00
			9197	015833	PW- INSPECTION AND MATERIAL 450-0641-6970-3890-0000-000	2,201.00
			9509	015833	PW- INSPECTION AND MATERIAL 450-0636-6970-3890-0000-000	1,141.00
			9703	015833	PW- INSPECTION AND MATERIAL 450-0635-6970-3890-0000-000	39.00
			9704	015833	PW- INSPECTION AND MATERIAL 450-0639-6970-3890-0000-000	625.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
157779	8/18/2016	093906 CHJ CONSULTANTS	(Continued) 9809		PW- INSPECTION AND MATERIAL 450-0641-6970-3890-0000-000	210.00	
			9981	015833	PW- INSPECTION AND MATERIAL 450-0639-6970-3890-0000-000	1,752.50	
					Total :	12,805.90	
157780	8/18/2016	093122 CINTAS CORP. LOC#150	5005500329		ELEC- FIRST AID SUPPLIES 520-8000-8009-2225-0548-000	85.50	
				016619			Total : 85.50
157781	8/18/2016	048861 CITIZENS BUSINESS BANK	06-024-AF- 09/16		LEASE ON 2006 LADDER FIRE TRUCK 100-6090-6091-2500-0000-000	36,665.99	
					100-6090-6091-2510-0000-000	834.01	
					Total :	37,500.00	
157782	8/18/2016	093326 COGGS STUCKEY, HARRIETTE	JULY 16		COMM SVCS- CONTRACT INSTRUCTOI 100-6200-6202-2350-0000-000	187.60	
				016734			Total : 187.60
157783	8/18/2016	049519 COLLINS, MICHAEL	REIMBURSE- 08/11/16		PD- REIMBURSE FOR SOFTWARE 100-6070-6071-2240-0000-000	90.00	
					Total :	90.00	
157784	8/18/2016	060490 CORTES, ARMANDO	REBATE- TOILET		WATER CONSERVATION REBATE 521-8100-8110-2041-0000-000	100.00	
					Total :	100.00	
157785	8/18/2016	040945 CSR COMPANY	15894		W- A/C REPAIRS 521-8100-8101-2350-0000-000	737.68	
			16360	015852	W- A/C REPAIRS 521-8100-8101-2350-0000-000	486.64	
			16378	015852	WW- A/C REPAIRS 522-8200-8200-2350-0000-000	805.30	
					Total :	2,029.62	
157786	8/18/2016	001897 DAN'S LAWNMOWER	107930		ST- LAWN & GARDEN SUPPLIES 210-6150-6160-2301-0000-000	999.25	
				054165			

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157786	8/18/2016	001897 DAN'S LAWNMOWER	(Continued) 110861	054165	ST- LAWN & GARDEN SUPPLIES 210-6150-6160-2301-0000-000	5.79 Total : 1,005.04
157787	8/18/2016	092344 EZ LANDSCAPE/SUNNY DAY LANDSCA	1723	015770	LLMD- LANDSCAPE LIGHTING MAINT. 722-6150-8215-2350-0000-000	9,000.00 Total : 9,000.00
157788	8/18/2016	015957 FAIRVIEW FORD SALES, INC	C19217	054170	AUTOMOTIVE PARTS 608-6150-8700-2210-6071-000	57.50 Total : 57.50
157789	8/18/2016	001422 FERGUSON ENTERPRISES INC #1350	2909471 3171723 3180530 3209232 3304146 3371801 3440151 3467764 3557508	054171 054171 054171 054171 054171 054171 054171 054171 054251	W- PLUMBING SUPPLIES 521-8100-8101-2411-0000-000 W- PLUMBING SUPPLIES 521-8100-8101-2301-0000-000 BM- PLUMBING SUPPLIES 605-6150-6211-2250-6217-000 WW- PLUMBING SUPPLIES 522-8200-8200-2255-0000-000 BM- PLUMBING SUPPLIES 605-6150-6211-2250-6217-000 BM- PLUMBING SUPPLIES 605-6150-6211-2250-6211-000 BM- PLUMBING SUPPLIES 605-6150-6211-2250-6211-000 BM- PLUMBING SUPPLIES 605-6150-6211-2250-6212-000 BM- PLUMBING SUPPLIES 605-6150-6211-2250-6211-000	187.79 116.72 82.63 19.68 253.60 86.38 172.76 157.99 25.30 Total : 1,102.85
157790	8/18/2016	093928 FLYERS ENERGY, LLC	16-283627	054252	STORM W.- DIESEL FUEL 722-6150-8215-2301-0000-000	1,391.37 Total : 1,391.37

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157791	8/18/2016	094052 FRANK ESQUER	JULY 16	016754	COMM SVCS- CONTRACT INSTRUCTOI 100-6200-6202-2350-0000-000	58.80 Total : 58.80
157792	8/18/2016	094052 FRANK ESQUER	JUNE 16		COMM SVCS- CONTRACT INSTRUCTOI 100-6200-6202-2350-0000-000	58.80 Total : 58.80
157793	8/18/2016	060492 GARCIA ROOFING	B00-032-055		REFUND CANCELLED PERMIT 100-5403-000	320.29 Total : 320.29
157794	8/18/2016	093573 GARDA CL WEST, INC.	10227394	016533	TREASURER- CASH TRANSPORT SVC 100-6060-6060-2350-0000-000	462.50 Total : 462.50
157795	8/18/2016	000230 GAS COMPANY	059-421-7122-3-0716 061-521-7100-2-0716 107-621-0400-7-0716 120-321-4800-4-0716 160-221-7000-1-0716	054255 054255 054255 054255 054255	BM- GAS SERVICES 605-6150-6211-2320-0000-000 BM- GAS SERVICES 605-6150-6211-2320-0000-000 WW- GAS SERVICES 522-8200-8200-2320-0000-000 W- GAS SERVICES 521-8100-8101-2320-0000-000 BM- GAS SERVICES 605-6150-6211-2320-0000-000	0.94 1.52 10,103.59 66.85 19.75 Total : 10,192.65
157796	8/18/2016	000157 GENUINE AUTO PARTS	148544 149648 150414 152754 153122	054176 054176 054176 054176	AUTOMOTIVE PARTS 608-6150-8700-2210-6071-000 AUTOMOTIVE PARTS 608-6150-8700-2210-6071-000 AUTOMOTIVE PARTS 608-6150-8700-2210-8000-000 AUTOMOTIVE PARTS 608-6150-8700-2210-8000-000 AUTOMOTIVE PARTS	29.86 262.21 27.69 28.16

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157796	8/18/2016	000157	GENUINE AUTO PARTS		(Continued)	
				054176	608-6150-8700-2210-8200-000	23.09
					ST- AUTOMOTIVE PARTS	
				054256	210-6150-6160-2301-0000-000	29.52
					LLMD- AUTOMOTIVE PARTS	
				054256	701-6150-6220-2301-0000-000	27.63
					LLMD- AUTOMOTIVE PARTS	
				054256	701-6150-6220-2301-0000-000	86.08
					LLMD- AUTOMOTIVE PARTS	
				054256	701-6150-6220-2301-0000-000	18.13
					LLMD- AUTOMOTIVE PARTS	
				054256	701-6150-6220-2301-0000-000	21.59
					ELEC- AUTOMOTIVE PARTS	
				054256	520-8000-8004-2301-0921-000	62.92
					Total :	616.88
157797	8/18/2016	092564	GORM INC.		INV- JANITORIAL SUPPLIES	
				237667	100-1500-000	2,961.42
					100-1500-000	236.91
				016512		
					Total :	3,198.33
157798	8/18/2016	060486	GRAFIX SYSTEMS		PD- GRAPHICS FOR POLICE UNITS	
				23577	608-6150-8700-2210-6071-000	322.20
					Total :	322.20
157799	8/18/2016	048322	GRIMES, PAUL		PD- REIMBURSE FOR K-9 SUPPLIES	
				REIMBURSE 7/29/16	100-6070-6071-2301-0000-000	58.92
					Total :	58.92
157800	8/18/2016	060504	GRYPHON TRAINING GROUP, INC		PD- TRAINING (CRIME & THE ELDERLY	
				09/19-09/20/16	100-6070-6071-1160-0000-000	150.00
					Total :	150.00
157801	8/18/2016	060502	HARDY, CHANELL		CLOSING BILL CREDIT	
				00570620	520-2450-232	390.00
					Total :	390.00

Bank code :		boa				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157802	8/18/2016	092610 HD SUPPLY WATERWORKS	F807292		W- HARDWARE SUPPLIES	
				016518	521-1500-000	4,010.58
					521-1500-000	320.84
					Total :	4,331.42
157803	8/18/2016	044960 HERTZ EQUIPMENT RENTAL	28174309-002		PARKS- RENTAL EQUIPMENT	
				016107	100-6150-6205-2420-0000-000	2,235.60
					Total :	2,235.60
157804	8/18/2016	025906 HOME DEPOT	0071830		BM- HARDWARE SUPPLIES	
			0071831	054262	605-6150-6211-2250-6211-000	29.80
			0071831	054262	BM- HARDWARE SUPPLIES	
			0590371	054262	605-6150-6211-2250-6213-000	19.14
			0590371	054262	BM- HARDWARE SUPPLIES	
			1531023	054262	605-6150-6211-2250-6212-000	23.64
			1531023	054262	BM- HARDWARE SUPPLIES	
			2590247	054262	605-6150-6211-2250-6205-000	42.99
			2590247	054262	BM- HARDWARE SUPPLIES	
			2590248	054262	605-6150-6211-2250-8200-000	16.21
			2590248	054262	BM- HARDWARE SUPPLIES	
			3023363	054262	605-6150-6211-2250-6211-000	66.40
			3023363	054262	BM- HARDWARE SUPPLIES	
			4040717	054262	605-6150-6211-2250-6212-000	233.53
			4040717	054260	COMM SVCS- HARDWARE SUPPLIES	
			6591017	054260	100-6200-6217-2250-0000-000	77.23
			6591017	054262	BM- HARDWARE SUPPLIES	
			8562327	054262	605-6150-6211-2250-6211-000	48.68
			8562327	054262	BM- HARDWARE SUPPLIES	
			9021564	054262	605-6150-6211-2250-6211-000	68.15
			9021564	054182	BM- HARDWARE SUPPLIES	
			9033830	054182	605-6150-6211-2250-6211-000	564.78
			9033830	054182	BM- HARDWARE SUPPLIES	
				054182	605-6150-6211-2250-6211-000	273.61
					Total :	1,464.16
157805	8/18/2016	025906 HOME DEPOT	1582206		ELEC- HARDWARE SUPPLIES	
				016587	520-8000-8009-2225-0548-000	156.44

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157805	8/18/2016	025906 HOME DEPOT	(Continued) 8023807		ELEC- HARDWARE SUPPLIES 520-8000-8009-2225-0548-000	170.98
			9011148	016587	ELEC- HARDWARE SUPPLIES 520-8000-8009-2225-0548-000	275.31
			9562283	016587	ELEC- HARDWARE SUPPLIES 520-8000-8009-2225-0548-000	47.38
Total :						650.11
157806	8/18/2016	037218 HOSE MAN	6182696-0001-06		W- HOSE REPAIRS 521-8100-8101-2301-0000-000	154.81
				054265	521-8100-8101-2301-0000-000	12.38
			6183069-0001-06		W- HOSE REPAIRS 521-8100-8101-2411-0000-000	263.43
				054265	521-8100-8101-2411-0000-000	21.07
Total :						451.69
157807	8/18/2016	000164 HUB CONST SPECIALTIES, INC	B05007634		W- MAINTENANCE MATERIALS 521-8100-8101-2301-0000-000	192.04
			B05007854	054267	W- MAINTENANCE MATERIALS 521-8100-8101-2301-0000-000	216.50
			B05008558	054267	W- MAINTENANCE MATERIALS 521-8100-8101-2301-0000-000	1,073.30
Total :						1,481.84
157808	8/18/2016	000164 HUB CONST SPECIALTIES, INC	B05007343		ELEC INV- HARDWARE SUPPLIES 520-1500-154	710.00
				016521	520-1500-154	58.58
Total :						768.58
157809	8/18/2016	046663 INFOSEND INC.	108367		FIN- UTILITY BILLING AND MAIL SVC 100-6040-6042-2350-0000-000	6,587.77
Total :						6,587.77
157810	8/18/2016	000276 INLAND WATER WORKS SUPPLY	285404		W- PIPING SUPPLIES 521-8100-8101-2301-0000-000	137.00
				054268	521-8100-8101-2301-0000-000	11.30

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157810	8/18/2016	000276	000276 INLAND WATER WORKS SUPPLY		(Continued)	Total : 148.30
157811	8/18/2016	048710	INTERNATIONAL CODE COUNCIL		DEV SVCS- BUILDING CODE BOOKS	146.59
					100-6300-6302-2270-0000-000	
					DEV SVCS- BUILDING CODE BOOKS	356.97
					100-6300-6302-2270-0000-000	
					Total :	503.56
157812	8/18/2016	043029	INWESCO INC		ELEC INV- HARDWARE SUPPLIES	
				016515	520-1500-154	762.38
					520-1500-154	60.00
					ELEC INV- HARDWARE SUPPLIES	
				016532	520-1500-154	380.29
					520-1500-154	29.61
					Total :	1,232.28
157813	8/18/2016	003770	JONES CHEMICALS, INC		W- CHEMICAL SUPPLIES	
				054271	521-8100-8101-2308-0000-000	2,944.74
					W- CHEMICAL SUPPLIES	
				054271	521-8100-8101-2308-0000-000	2,833.07
					Total :	5,777.81
157814	8/18/2016	092166	K H METALS AND SUPPLY		ELEC- HARDWARE SUPPLIES	
				016588	520-8000-8009-2225-0548-000	26.62
					Total :	26.62
157815	8/18/2016	060488	KING, DORIEN		COMM SVCS- REFUND- REFEREE FEE	
					100-6750-000	50.00
					Total :	50.00
157816	8/18/2016	093803	KNOX, CLIFTON		COMM SVCS- BASKETBALL OFFICIAL	
					100-6200-6204-2350-0000-000	100.00
					Total :	100.00
157817	8/18/2016	093814	LAVI INDUSTRIES		ELEC- RENEWAL OF SERVICE AGREEMENT	
				016724	520-8000-8005-2350-0923-000	3,900.00
					Total :	3,900.00

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157818	8/18/2016	000617 LEAGUE OF CALIFORNIA CITIES	56541		HR- RECRUITMENT ADVERTISING 100-6030-6030-2342-0000-000	1,150.00 Total : 1,150.00	
157819	8/18/2016	060333 LEDEZMA, JUANA	REBATE- TURF		WATER CONSERVATION REBATE 521-8100-8110-2041-0000-000	800.00 Total : 800.00	
157820	8/18/2016	060489 LEON, SYLVIA	REBATE- TOILET		WATER CONSERVATION REBATE 521-8100-8110-2041-0000-000	89.00 Total : 89.00	
157821	8/18/2016	041927 LOU'S TIRE SERVICE	80088		AUTOMOTIVE TIRES		
			80150	054196	608-6150-8700-2210-6071-000	305.90	
				054196	608-6150-8700-2210-6071-000	2,241.63	
					Total :	2,547.53	
157822	8/18/2016	060491 MARUAHAL, UTJOK	00890045		CLOSING BILL CREDIT 520-2450-232	316.17 Total : 316.17	
157823	8/18/2016	093033 MAYON, LLC	08/09-08/18/16		FIN- PROF ACCOUNTING SERVICE 100-6040-6041-2350-0000-000	2,250.00 Total : 2,250.00	
157824	8/18/2016	cbc0217 MILLER, LANA	00791665		CLOSING BILL CREDIT 520-2450-232	53.75 Total : 53.75	
157826	8/18/2016	041081 MISSION LINEN SUPPLY & UNIFORM	502544873		AUTO- UNIFORM RENTAL SERVICES 608-6150-8700-1170-0000-000	45.89	
				054197	608-6150-8700-2301-0000-000	24.71	
			502550995		AUTO- UNIFORM RENTAL SERVICES 608-6150-8700-1170-0000-000	19.68	
				054197	608-6150-8700-2301-0000-000	10.60	
			502550996		BM- UNIFORM RENTAL SERVICES 605-6150-6211-1170-0000-000	17.63	
				054197			

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157826	8/18/2016	041081 MISSION LINEN SUPPLY & UNIFORM	(Continued) 502734598		AUTO- UNIFORM RENTAL SERVICES	
				054197	608-6150-8700-1170-0000-000	27.80
				054197	608-6150-8700-2301-0000-000	14.97
			502734600		BM- UNIFORM RENTAL SERVICES	
				054197	605-6150-6211-1170-0000-000	15.84
			502770973		PD- UNIFORM RENTAL SERVICES	
				054276	100-6070-6071-2350-0000-000	150.73
			502780105		AUTO- UNIFORM RENTAL SERVICES	
				054197	608-6150-8700-1170-0000-000	27.80
				054197	605-6150-8700-2301-0000-000	14.97
			502780107		BM- UNIFORM RENTAL SERVICES	
				054197	605-6150-6211-1170-0000-000	15.84
			502811328		WW- UNIFORM RENTAL SERVICES	
				054276	522-8200-8200-1170-0000-000	218.77
			502819792		PD- UNIFORM RENTAL SERVICES	
				054276	100-6070-6071-2350-0000-000	150.73
			502827222		PURCH- UNIFORM RENTAL SERVICE	
				054276	100-6040-6043-1170-0000-000	31.89
			502827224		ST- UNIFORM RENTAL SERVICES	
				054276	210-6150-6160-1170-0000-000	6.40
			502827226		ST- UNIFORM RENTAL SERVICES	
				054276	210-6150-6160-1170-0000-000	67.24
			502827227		PARKS- UNIFORM RENTAL SERVICES	
				054276	100-6150-6205-1170-0000-000	74.98
			502827228		LLMD- UNIFORM RENTAL SERVICES	
				054276	701-6150-6220-1170-0000-000	15.84
			502827229		W- UNIFORM RENTAL SERVICES	
				054276	521-8100-8101-1170-0000-000	219.26
			502858045		WW- UNIFORM RENTAL SERVICES	
				054276	522-8200-8200-1170-0000-000	224.68
			502867439		PD- UNIFORM RENTAL SERVICES	
				054276	100-6070-6071-2350-0000-000	150.73
			502878740		PURCH- UNIFORM RENTAL SERVICES	
				054276	100-6040-6043-1170-0000-000	31.89
			502878742		ST- UNIFORM RENTAL SERVICES	
				054276	210-6150-6160-1170-0000-000	6.48

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157826	8/18/2016	041081 MISSION LINEN SUPPLY & UNIFORM	(Continued) 502878744		ST- UNIFORM RENTAL SERVICES 210-6150-6160-1170-0000-000	68.32
			502878745	054276	PARKS- UNIFORM RENTAL SERVICES 100-6150-6205-1170-0000-000	74.98
			502878746	054276	LLMD- UNIFORM RENTAL SERVICES 701-6150-6220-1170-0000-000	15.84
			502878747	054276	W- UNIFORM RENTAL SERVICES 521-8100-8101-1170-0000-000	219.63
			502898989	054276	WW- UNIFORM RENTAL SERVICES 522-8200-8200-1170-0000-000	219.10
			502906535	054276	BM- MAT RENTAL 605-6150-6211-2250-6202-000	35.73
			502906536	054276	PD- UNIFORM RENTAL SERVICES 100-6070-6071-2350-0000-000	154.58
			502917009	054276	PURCH- UNIFORM RENTAL SERVICES 100-6040-6043-1170-0000-000	31.89
			502917011	054276	ST- UNIFORM RENTAL SERVICES 210-6150-6160-1170-0000-000	6.48
			502917013	054276	ST- UNIFORM RENTAL SERVICES 210-6150-6160-1170-0000-000	68.67
			502917014	054276	PARKS- UNIFORM RENTAL SERVICES 100-6150-6205-1170-0000-000	74.98
			502917015	054276	LLMD- UNIFORM RENTAL SERVICES 701-6150-6220-1170-0000-000	15.84
			502917016	054276	W- UNIFORM RENTAL SERVICES 521-8100-8101-1170-0000-000	219.26
			502963474	054276	PURCH- UNIFORM RENTAL SERVICES 100-6040-6043-1170-0000-000	31.89
			502963476	054276	ST- UNIFORM RENTAL SERVICES 210-6150-6160-1170-0000-000	6.48
			502963478	054276	ST- UNIFORM RENTAL SERVICES 210-6150-6160-1170-0000-000	67.96
			502963479	054276	PARKS- UNIFORM RENTAL SERVICES 100-6150-6205-1170-0000-000	74.98
			502963480	054276	LLMD- UNIFORM RENTAL SERVICES 701-6150-6220-1170-0000-000	15.84

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157826	8/18/2016	041081 MISSION LINEN SUPPLY & UNIFORM	(Continued) 503000206		BM- MAT RENTAL 605-6150-6211-2250-6202-000	35.73
Total :						3,023.53
157827	8/18/2016	060503 NAVARRETE, ALDEIN	2007971.015		REFUND FOR SWIM LESSONS 100-6725-000	48.00
Total :						48.00
157828	8/18/2016	093220 NESTLE WATERS NORTH AMERICA	06F0030671473		BOTTLE WATER SVCS (VARIOUS DEPT 100-6070-6071-2301-0000-000	446.08
				054277	100-6030-6030-2301-0000-000	55.33
				054277	100-6000-6000-2301-0000-000	8.63
				054277	100-6020-6020-2301-0000-000	15.38
				054277	100-6300-6301-2301-0000-000	94.10
				054277	100-6010-6010-2301-0000-000	23.94
				054277	206-7200-7202-2301-0000-000	44.38
				054277	206-7200-7203-2301-0000-000	49.01
				054277	520-8000-8001-2300-0921-000	158.15
				054277	606-6040-6044-2301-0000-000	45.14
				054277	100-6040-6041-2301-0000-000	86.03
				054277	100-6040-6042-2301-0000-000	86.03
				054277	522-8200-8200-2301-0000-000	105.31
				054277	100-6090-6091-2301-0000-000	31.45
				054277	100-6200-6212-2301-0000-000	132.91
				054277	100-6200-6217-2301-0000-000	161.38
				054277	100-6200-6213-2301-0000-000	33.71
				054277	521-8100-8101-2301-0000-000	22.57
				054277	100-6200-6250-2301-0000-000	6.47
				054277	605-6150-6211-2301-0000-000	28.16
				054277	608-6150-8700-2301-0000-000	28.16
				054277	210-6150-6160-2301-0000-000	160.49
				054277	100-6150-6205-2301-0000-000	160.50
				054277	100-6150-6151-2301-0000-000	22.57
Total :						2,005.88
157829	8/18/2016	059177 NEW YORK LIFE	AUG 16		SUPP. LIFE INSURANCE PREMIUMS	

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157829	8/18/2016	059177 NEW YORK LIFE	(Continued)		762-2205-000	576.46
						Total : 576.46
157830	8/18/2016	093924 NINA MEZA GERMAN	JULY 16	016737	COMM SVCS- CONTRACT INSTRUCTOR 100-6200-6202-2350-0000-000	96.60
						Total : 96.60
157831	8/18/2016	093733 NORATEK SOLUTIONS INC.	C20808	016570	COMM SVCS- PLAYGROUND INSPECTION 100-6200-6200-2350-0000-000	1,000.00
						Total : 1,000.00
157832	8/18/2016	045033 OFFICE DEPOT	849605408001	054280	COMM SVCS- CREDIT 100-6200-6217-2301-0000-000	-11.33
			850842219001	054280	COMM SVCS- OFFICE SUPPLIES 100-6200-6217-2301-0000-000	74.87
			850842290001	054280	COMM SVCS- OFFICE SUPPLIES 100-6200-6203-2301-0000-000	18.18
			850842291001	054280	COMM SVCS- OFFICE SUPPLIES 100-6200-6217-2301-0000-000	11.98
			850941404001	054280	COMM SVCS- OFFICE SUPPLIES 100-6200-6217-2301-0000-000	0.96
			850941454001	054280	COMM SVCS- OFFICE SUPPLIES 100-6200-6203-2301-0000-000	40.17
					100-6200-6203-2301-0000-000	3.21
					100-6200-6203-2301-0000-000	48.72
					100-6200-6203-2301-0000-000	3.90
						Total : 198.10
157833	8/18/2016	093581 O'REILLY AUTO PARTS	3177-376422	054198	AUTO- CREDIT 608-6150-8700-2210-6160-000	-371.26
			3177-387316	054198	AUTOMOTIVE PARTS 608-6150-8700-2210-6071-000	145.50
			3177-387319	054198	AUTOMOTIVE PARTS 608-6150-8700-2210-6160-000	383.09

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157833	8/18/2016	093581 O'REILLY AUTO PARTS	(Continued)			
			3177-388799		AUTOMOTIVE PARTS	
				054198	608-6150-8700-2210-6071-000	301.01
			3177-388959		AUTOMOTIVE PARTS	
				054198	608-6150-8700-2210-6071-000	25.54
			3177-389242		AUTOMOTIVE PARTS	
				054198	608-6150-8700-2210-6071-000	94.80
			3177-389803		AUTOMOTIVE PARTS	
				054198	608-6150-8700-2210-6071-000	289.49
			3177-389875		AUTOMOTIVE PARTS	
				054198	608-6150-8700-2210-6071-000	77.14
			3177-391828		AUTOMOTIVE PARTS	
				054198	608-6150-8700-2210-6071-000	163.83
			3177-393685		AUTOMOTIVE PARTS	
				054198	608-6150-8700-2301-0000-000	23.75
			3177-394400		AUTOMOTIVE PARTS	
				054198	608-6150-8700-2210-8000-000	249.57
			3177-397422		AUTOMOTIVE PARTS	
				054198	608-6150-8700-2301-0000-000	107.99
			3177-397532		AUTO- CREDIT	
				054198	608-6150-8700-2301-0000-000	-23.75
			3177-397645		AUTOMOTIVE PARTS	
				054198	608-6150-8700-2301-0000-000	321.46
			3177-397654		AUTO- CREDIT	
				054198	608-6150-8700-2301-0000-000	-321.46
					Total :	1,466.70
157834	8/18/2016	014316 PRUDENTIAL OVERALL SUPPLY	22270223		ELEC- UNIFORM RENTAL SERVICES	
				054308	520-8000-8004-1170-0926-000	258.75
			22270224		ELEC- UNIFORM RENTAL SERVICES	
				054308	520-8000-8003-1170-0926-000	106.70
			22272305		ELEC- UNIFORM RENTAL SERVICES	
				054308	520-8000-8009-2225-0548-000	58.35
			22273690		ELEC- UNIFORM RENTAL SERVICES	
				054308	520-8000-8004-1170-0926-000	246.10
				054308	520-8000-8002-2301-0921-000	12.65
			22273691		ELEC- UNIFORM RENTAL SERVICES	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157834	8/18/2016	014316 PRUDENTIAL OVERALL SUPPLY	(Continued)			
			22275788	054308	520-8000-8003-1170-0926-000 ELEC- UNIFORM RENTAL SERVICES	106.70
			22277162	054308	520-8000-8009-2225-0548-000 ELEC- UNIFORM RENTAL SERVICES	58.35
				054308	520-8000-8004-1170-0926-000	246.10
			22277163	054308	520-8000-8002-2301-0921-000 ELEC- UNIFORM RENTAL SERVICES	12.65
			22279962	054308	520-8000-8003-1170-0926-000 ELEC- UNIFORM RENTAL SERVICES	106.70
			22280368	054308	520-8000-8009-2225-0548-000 ELEC- UNIFORM RENTAL SERVICES	58.35
				054308	520-8000-8004-1170-0926-000	220.80
			22280369	054308	520-8000-8002-2301-0921-000 ELEC- UNIFORM RENTAL SERVICES	12.65
				054308	520-8000-8003-1170-0926-000	106.70
					Total :	1,611.55
157835	8/18/2016	093852 QUESTLINE, INC.	060116E		PUBLIC BEN- DIGITAL NEWSLETTER	
				016725	526-8000-8038-2350-0923-000	4,400.00
					Total :	4,400.00
157836	8/18/2016	027892 RDO EQUIPMENT COMPANY	P20747		AUTO EQUIPMENT LEASE	
			P21798	054203	608-6150-8700-2210-6160-000 ST- AUTO EQUIPMENT LEASE	10.76
			P22287	054284	210-6150-6160-2301-0000-000 ST- AUTO EQUIPMENT LEASE	81.17
				054284	210-6150-6160-2301-0000-000	16.59
			P22381	054284	210-6150-6160-2301-0000-000 ST- AUTO EQUIPMENT LEASE	363.25
					Total :	471.77
157837	8/18/2016	093592 REYES, PAUL	JULY 16		COMM SVCS- CONTRACT INSTRUCTOI	
				016735	100-6200-6202-2350-0000-000	72.80
					Total :	72.80
157838	8/18/2016	093905 RIGHT OF WAY INC.	23177		ST- TRAFFIC CONTROL EQUIPMENT	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157838	8/18/2016	093905 RIGHT OF WAY INC.	(Continued)			
			23270	054205	210-6150-6160-2301-0000-000	947.76
					ST- TRAFFIC CONTROL EQUIPMENT	
				054205	210-6150-6160-2301-0000-000	951.84
					Total :	1,899.60
157839	8/18/2016	014930 ROBERTSON'S	817350		W- CONCRETE MATERIAL	
				054287	521-8100-8101-2301-0000-000	159.30
					Total :	159.30
157840	8/18/2016	092322 SAM'S CLUB DIRECT	CHARGES 07/16-3		CHARGES (VARIOUS DEPT'S)	
				054207	100-6200-6215-2301-0000-000	508.93
				054207	100-6200-6213-2301-0000-000	900.72
				054207	100-6200-6203-2301-0000-000	102.56
				054207	100-6200-6209-2301-0000-000	882.64
				054207	762-2319-000	781.73
				054207	100-6200-6214-2301-0000-000	30.41
				054207	100-6200-6218-2301-0000-000	500.84
					Total :	3,707.83
157841	8/18/2016	003272 SAN BERNARDINO COUNTY	JUNE 16		PD- COUNTY FORMS & SUPPLIES	
					100-6070-6071-2300-0000-000	238.66
					Total :	238.66
157842	8/18/2016	041080 SIMPLER LIFE EMERGENCY PROVISI	36490		FIRE- 55 GALLON DRUMS & PUMPS	
					100-6090-6094-2301-0000-000	200.66
					Total :	200.66
157843	8/18/2016	094045 SITEONE LANDSCAPE SUPPLY, LLC	76808042		LLMD- LANDSCAPING SUPPLIES	
			76835311	054289	701-6150-6220-2301-0000-000	573.32
			76843509	054289	701-6150-6220-2301-0000-000	707.83
			76849196	054289	100-6150-6205-2301-0000-000	454.08
			76849899	054289	100-6150-6205-2301-0000-000	589.12
					PARKS- LANDSCAPING SUPPLIES	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157843	8/18/2016	094045 SITEONE LANDSCAPE SUPPLY, LLC	(Continued)	054289	100-6150-6205-2301-0000-000	-589.12
Total :						1,735.23
157844	8/18/2016	000224 SMART AND FINAL IRIS CO	07/15/16	054290	COMM SVCS- SUPPLIES FOR EVENTS	60.41
			171575	054290	100-6200-6218-2301-0000-000	40.24
				054290	100-6200-6214-2301-0000-000	81.10
				054290	100-6200-6209-2301-0000-000	29.54
			709506	054290	100-6200-6215-2301-0000-000	58.12
Total :						269.41
157845	8/18/2016	093920 SMITH, JODY	#8-T-BASKETBALL-2016		COMM SVCS- BASKETBALL OFFICIAL	100.00
					100-6200-6204-2350-0000-000	100.00
Total :						100.00
157846	8/18/2016	092670 SO CAL LOCKSMITH	33573	054209	BM- LOCK PARTS AND SERVICES	8.91
			33773	054291	605-6150-6211-2250-6211-000	26.08
			33829	054291	100-6200-6217-2301-0000-000	129.51
			33894	054291	605-6150-6211-2250-8101-000	25.65
			34720	054291	100-6200-6217-2301-0000-000	120.00
Total :						310.15
157847	8/18/2016	025294 SOUTH COAST AIR QUALITY	2979587		PD- AQMD FEES-GEN DIESEL	354.86
			2980827		100-6070-6071-2241-0000-000	124.35
					PD- EMISSIONS FEES	124.35
					100-6070-6071-2241-0000-000	124.35
Total :						479.21
157848	8/18/2016	000228 SOUTHERN CALIFORNIA EDISON	2-01-522-0296-0516-2		W- ELECTRIC SERVICE	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157848	8/18/2016	000228 SOUTHERN CALIFORNIA EDISON	(Continued)			
			2-01-522-0296-0716	054210	521-8100-8101-2320-0000-000 W- ELECTRIC SERVICE	2,194.08
			2-01-522-0452-0716	054292	521-8100-8101-2320-0000-000 STORM W- ELECTRIC SERVICE	4,704.47
				054292	722-6150-8215-2320-0000-000	24.29
					Total :	6,922.84
157849	8/18/2016	003758 SOUTHERN CALIFORNIA EDISON	2-20-147-0325-0816		ELEC- ELECTRIC SERVICE	
			2-20-444-9151-0816		520-8000-8006-2330-0555-700 ELEC- ELECTRIC SERVICE	6,795.49
			2-25-757-6884- 0816		520-8000-8006-2330-0555-700 ELEC- ELECTRIC SERVICE	297.12
					520-8000-8006-2330-0555-700	159.22
					Total :	7,251.83
157850	8/18/2016	003763 SOUTHERN CALIFORNIA EDISON	7500702476		ELEC- FIRM TRANSMISSION	
			7500702477		520-8000-8006-2330-0555-700 ELEC- FIRM TRANSMISSION	16,920.00
			7500702478		520-8000-8006-2330-0555-700 ELEC- FIRM TRANSMISSION	16,920.00
			7500702479		520-8000-8006-2330-0555-700 ELEC- FIRM TRANSMISSION	101,520.00
					520-8000-8006-2330-0555-700	79,202.52
					Total :	214,562.52
157851	8/18/2016	000234 SQUIRES LUMBER COMPANY	308600		W- MAINTENANCE MATERIAL	
			308721	054212	521-8100-8101-2411-0000-000 W- MAINTENANCE MATERIAL	22.41
			309117	054212	521-8100-8101-2411-0000-000 BM- MAINTENANCE MATERIAL	18.33
			309118	054212	605-6150-6211-2250-6211-000 BM- MAINTENANCE MATERIAL	16.18
			309392	054212	605-6150-6211-2250-6211-000 W- HARDWARE SUPPLIES	-16.18
			309396	054295	521-8100-8101-2411-0000-000 WW- MAINTENANCE MATERIAL	22.60

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157851	8/18/2016	000234 SQUIRES LUMBER COMPANY	(Continued)			
			309430	054295	522-8200-8200-1180-0000-000 W- HARDWARE SUPPLIES	9.71
			309478	054295	521-8100-8101-2411-0000-000 WW- MAINTENANCE MATERIAL	21.66
			309481	054295	522-8200-8200-2255-0000-000 W- HARDWARE SUPPLIES	44.79
			309486	054295	608-6150-8700-2210-8101-000 W- HARDWARE SUPPLIES	57.74
			309551	054295	521-8100-8101-2301-0000-000 COMM SVCS- MAINTENANCE MATERIA	99.30
			309562	054295	100-6200-6213-2250-0000-000 W- HARDWARE SUPPLIES	39.77
			309564	054295	521-8100-8101-2411-0000-000 W- MAINTENANCE MATERIAL	53.59
			309566	054295	521-8100-8101-2411-0000-000 WW- MAINTENANCE MATERIAL	7.53
			309578	054295	522-8200-8200-2256-0000-000 W- HARDWARE SUPPLIES	28.58
			309590	054295	521-8100-8101-2411-0000-000 WW- MAINTENANCE MATERIAL	4.63
			309593	054295	522-8200-8200-2257-0000-000 W- HARDWARE SUPPLIES	101.30
			309619	054295	521-8100-8101-2411-0000-000 W- HARDWARE SUPPLIES	7.42
			309632	054295	521-8100-8101-2411-0000-000 W- HARDWARE SUPPLIES	43.44
			309638	054295	521-8100-8101-2411-0000-000 W- HARDWARE SUPPLIES	42.94
			309639	054295	521-8100-8101-2411-0000-000 W- HARDWARE SUPPLIES	11.87
			309662	054295	521-8100-8101-2411-0000-000 WW- MAINTENANCE MATERIAL	4.95
			309701	054295	522-8200-8200-2257-0000-000 WW- MAINTENANCE MATERIAL	24.28
			969373	054295	522-8200-8200-2257-0000-000 W- HARDWARE SUPPLIES	36.70

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157851	8/18/2016	000234 SQUIRES LUMBER COMPANY	(Continued)			
			970702	054295	521-8100-8101-2301-0000-000 W- HARDWARE SUPPLIES	172.80
				054295	521-8100-8101-2301-0000-000	52.06
					Total :	928.40
157852	8/18/2016	000234 SQUIRES LUMBER COMPANY	307165		ST- MAINTENANCE MATERIAL	
			307568	015835	210-6150-6160-2301-0000-000	8.63
			307831	015835	210-6150-6160-2301-0000-000	23.75
			308706	015835	210-6150-6160-2301-0000-000	6.87
			308787	015835	210-6150-6160-2301-0000-000	3.77
				015835	210-6150-6160-2301-0000-000	20.49
					Total :	63.51
157853	8/18/2016	018487 STATER BROS MARKET	C0220- 06/16		C. CARE- SUPPLIES	
			C0220- 0716	054214	206-7200-7202-2305-0000-000	141.65
				054297	100-6200-6214-2301-0000-000	6.25
				054297	100-6070-6071-2301-0000-000	76.48
					Total :	224.38
157854	8/18/2016	092338 STEWART, HOPE	JULY 16		COMM SVCS- CONTRACT INSTRUCTO	
				016738	100-6200-6202-2350-0000-000	184.80
					Total :	184.80
157855	8/18/2016	060505 SUCHIL, JEFF	00330130		REFUND FOR OVERPAYMENT	
					523-2450-000	1,055.45
					Total :	1,055.45
157856	8/18/2016	092896 SWANK MOTION PICTURES INC.	2203007		COMM SVCS- DVD RENTAL	
			2207210	016539	100-6200-6202-2241-0000-000	375.00
				016539	100-6200-6202-2241-0000-000	375.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157856	8/18/2016	092896 SWANK MOTION PICTURES INC.	(Continued) 2210332		COMM SVCS- DVD RENTAL 100-6200-6202-2241-0000-000	375.00
			2210873	016539	COMM SVCS- DVD RENTAL 100-6200-6202-2241-0000-000	325.00
					Total :	1,450.00
157857	8/18/2016	093976 TALBERT, TYRON D.	JULY 16		COMM SVCS- CONTRACT INSTRUCTOR 100-6200-6202-2350-0000-000	28.00
				016736		Total :
						28.00
157858	8/18/2016	044885 U S BANK	4360603		ADMIN FEES (RDA- 2015 SERIES) 890-9000-9000-2350-0006-000	2,500.00
					Total :	2,500.00
157859	8/18/2016	092083 ULTRA PRINTING	12591		PW- BUSINESS CARDS 100-6150-6151-2300-0000-000	33.48
				054300		Total :
						33.48
157860	8/18/2016	003123 UNITED PARCEL SERVICE	0000A4V827306		ELEC- SHIPPING SERVICES 520-8000-8003-2301-0921-000	66.97
				054301		Total :
						66.97
157861	8/18/2016	093883 UNITED ROTARY BRUSH CORP.	289207		ST- STREET SWEEPER MATERIALS 210-6150-6160-2301-0000-000	724.58
			289602	016352	ST- STREET SWEEPER MATERIALS 210-6150-6160-2301-0000-000	724.58
			291166	016352	ST- CREDIT ON RETURN 210-6150-6160-2301-0000-000	-1,016.27
				016352		Total :
						432.89
157862	8/18/2016	060487 VALENZUELA, ROSA	2007965.015		COMM SVCS- REFUND FOR SWIM LESSONS 100-6725-000	48.00
					Total :	48.00
157863	8/18/2016	093406 VERIZON WIRELESS	9767097536		ELEC- CELLULAR SERVICES 520-8000-8001-2310-0930-200	655.53
			9767283983	054302	WW- CELLULAR SERVICES	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157863	8/18/2016	093406 VERIZON WIRELESS	(Continued)			
			9767880267	054219	522-8200-8200-2310-0000-000 ELEC- CELLULAR SERVICES	443.99
			9768927230	054302	520-8000-8001-2310-0930-200 ELEC- CELLULAR SERVICES	456.12
			9768927234	054302	520-8000-8001-2310-0930-200 ELEC- CELLULAR SERVICES	496.75
			9768927235	054302	520-8000-8001-2310-0930-200 ELEC- CELLULAR SERVICES	242.57
			9768927236	054302	520-8000-8001-2310-0930-200 ELEC- CELLULAR SERVICES	525.29
			9768927237	054302	520-8000-8009-2225-0548-000 COMM SVCS- CELLULAR SERVICES	259.43
				054302	100-6200-6250-2310-0000-000	100.97
				054302	100-6200-6202-2310-0000-000	222.59
			9768927243		W- CELLULAR SERVICES	
				054302	521-8100-8101-2310-0000-000 COUNCIL- CELLULAR SERVICES	1,334.31
			9768927247			
				054219	100-6000-6000-2310-0000-000 COUNCIL- CELLULAR SERVICES	76.02
			9768927248			
				054219	100-6000-6000-2310-0000-000	165.84
					Total :	4,979.41
157864	8/18/2016	043535 VFYS DISTRIBUTORS	10012391		AUTOMOTIVE SUPPLIES	
				015584	608-6150-8700-2301-0000-000	551.29
					Total :	551.29
157865	8/18/2016	000159 W W GRAINGER, INC	9164293616		INV- HARDWARE SUPPLIES	
				016522	100-1500-000	376.74
				016522	520-1500-154	194.40
				016522	100-1500-000	91.50
					100-1500-000	37.46
					520-1500-154	15.55
					Total :	715.65
157866	8/18/2016	000159 W W GRAINGER, INC	9147479928		BM- MAINTENANCE SUPPLIES	
				054221	605-6150-6211-2250-6218-000	334.63

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157866	8/18/2016	000159 000159 W W GRAINGER, INC			(Continued)	Total : 334.63
157867	8/18/2016	060493 WALLACE, ARLENE			REBATE- BOXED FAN PUBLIC BEN- ENERGY EFFICIENCY REBATE 526-8000-8035-2041-0930-010	60.00 Total : 60.00
157868	8/18/2016	049184 WALLACE, JEREMY			REBATE- A/C TUNE UP PUBLIC BEN- ENERGY EFFICIENCY REBATE 526-8000-8035-2041-0930-010	120.00 Total : 120.00
157869	8/18/2016	092064 WALTER'S WHOLESALE ELECTRIC	1444996-00 1446848-00	054222 054222	BM- ELECTRICAL SUPPLIES 605-6150-6211-2250-6217-000 BM- ELECTRICAL SUPPLIES 605-6150-6211-2250-6211-000	1,449.41 114.26 Total : 1,563.67
157870	8/18/2016	000188 WAXIE	76102308	016511	INV- JANITORIAL SUPPLIES 100-1500-000 100-1500-000	2,026.21 96.44 Total : 2,122.65
157871	8/18/2016	002306 WILLDAN ENGINEERING	002-16867	054227	DEV. SVCS- CRYSTAL RIDGE DEV. PROJECT 762-2335-000	90.00 Total : 90.00
157872	8/18/2016	093330 WINZER CORPORATION	5637941	016514	INV- GRAFFITI REMOVER WIPES 100-1500-000 100-1500-000	116.19 24.59 Total : 140.78
6380600	8/10/2016	009994 SHELL ENERGY NORTH AMERICA	09.2015 RERUN T9M		FIRM POWER TRANSMISSION FEES 520-8000-8006-2330-0555-600 520-8000-8006-2330-0555-800	663.94 335.32 Total : 999.26
6382600	8/10/2016	009994 SHELL ENERGY NORTH AMERICA	6.2016 RECALC T12		ELEC- FIRM POWER TRANSMISSION 520-8000-8006-2330-0555-800 520-8000-8009-2321-0547-000	7,782.18 5,788.90

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
6382600	8/10/2016	009994 SHELL ENERGY NORTH AMERICA	(Continued)		520-8000-8006-2330-0555-600	-647.45
					520-8000-8006-2330-0555-400	-5,788.90
					520-7905-000	-2,477.14
					Total :	4,657.59
6382700	8/10/2016	046969 NORESCO	32035		ELEC- O & M SERVICES - AGUA MANS/	
					520-8000-8009-2225-0548-000	16,000.00
					Total :	16,000.00
10569600	7/28/2016	003111 SO CALIF PUBLIC POWER AUTH	ATSP 0716		ELEC- POWER COSTS	
					520-8000-8006-2330-0555-540	99,857.04
					Total :	99,857.04
30026109	8/3/2016	093712 SIEMENS INDUSTRY INC.	5610011599		ST- TRAFFIC SIGNAL MAINT.	
			5620006474	015886	210-6150-6160-2460-0000-000	4,165.00
			5620008092	015886	ST- TRAFFIC SIGNAL MAINT.	
				015886	210-6150-6160-2460-0000-000	5,048.92
				015886	ST- TRAFFIC SIGNAL MAINT.	
				015886	210-6150-6160-2460-0000-000	1,365.00
					Total :	10,578.92
114326359	8/1/2016	000245 KAISER FOUNDATION HEALTH PLAN	107795-0000-08/16		HEALTH PREMIUMS	
					762-2020-000	74,696.93
					Total :	74,696.93
114326373	8/1/2016	000245 KAISER FOUNDATION HEALTH PLAN	107795-0001-0816		HEALTH BENEFITS (RETIREEES)	
					100-6030-6030-1150-0000-000	3,332.07
					Total :	3,332.07
114326380	8/1/2016	000245 KAISER FOUNDATION HEALTH PLAN	107795-0002-0816		HEALTH PREMIUMS (RETIREEES)	
					100-6030-6030-1150-0000-000	15,164.54
					Total :	15,164.54
120619500	8/1/2016	000882 COLONIAL LIFE & ACCIDENT	9636291-0801532		PREMIUM PROCESSING	
					762-2020-000	4,786.12
					Total :	4,786.12

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
127		Vouchers for bank code : boa			Bank total :	1,613,468.31
127		Vouchers in this report			Total vouchers :	1,613,468.31



Stacey Dabbs
Acting Finance Director



Aurelio De La Torre
City Treasurer

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157873	8/23/2016	045371 DENNIS BOYLIN ASSOCIATES	737		ELEC- LEADERSHIP ACADEMY WORKS 520-8000-8001-2350-0923-000	6,000.00 Total : 6,000.00
157874	8/24/2016	092084 HARDY & HARPER CONSTRUCTION	#3- ASPHALT PAVING	016099 016099 016099 016099	CIP- ASPHALT PAVING PROJECT 218-1601-6150-3890-0000-000 218-1608-6150-3890-0000-000 218-1601-6150-3890-0000-000 225-1609-6150-3890-0000-000 225-2460-000 218-2460-000	57,847.17 15,914.36 163,228.88 60,318.00 -3,015.90 -11,849.52 Total : 282,442.99
157875	8/25/2016	092955 12MILESOUT	155428	016784	I.S.- VIDEO STREAMING SVC 606-6040-6044-2240-0000-000	600.00 Total : 600.00
157876	8/25/2016	000788 AT & T	2655003197	016673	ELEC- FRAME CIRCUIT CHARGES 520-8000-8001-2310-0930-200	250.56 Total : 250.56
157877	8/25/2016	cbc#3102 ACEVEDO, RICARDO	00321630		CLOSING BILL CREDIT 520-2450-232	106.60 Total : 106.60
157878	8/25/2016	cbc0972 ACOSTA, LOUIE	00611260		CLOSING BILL CREDIT 520-2450-232	89.06 Total : 89.06
157879	8/25/2016	cbc#8488 AIM PROPERTIES	00731416		CLOSING BILL CREDIT 520-2450-232	89.85 Total : 89.85
157880	8/25/2016	000289 AIRGAS USA, LLC	9938338327	016786	PURCH- PROPANE FOR FORKLIFT 100-6040-6043-2301-0000-000	26.30 Total : 26.30

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157881	8/25/2016	060510 ALBA, DIEGO	REBATE- TOILET		WATER CONSERVATION REBATE 521-8100-8110-2041-0000-000	282.74 Total : 282.74
157882	8/25/2016	060506 ALEJANDRO SEGURA MEDINA	REBATE- ROOM A/C		PUBLIC BEN- ENERGY EFFICIENCY REBATE 526-8000-8035-2041-0930-010	100.00 Total : 100.00
157883	8/25/2016	092430 ALLIANCE BUS LINES INC.	54420 54435	016755 016755	COMM SVCS- TRANSPORTATION SVCS 100-6200-6209-2301-0000-000 COMM SVCS- TRANSPORTATION SVCS 100-6200-6209-2301-0000-000	1,014.53 394.99 Total : 1,409.52
157884	8/25/2016	026370 ALLSTAR FIRE EQUIPMENT INC	191805	016708	FIRE- CLASS A FOAM 100-6090-6091-2301-0000-000 100-6090-6091-2301-0000-000	2,238.00 179.04 Total : 2,417.04
157885	8/25/2016	cbc0991 ALVARADO, ROSEANNE	00590140		CLOSING BILL CREDIT 520-2450-232	43.42 Total : 43.42
157886	8/25/2016	001139 ANIMAL EMERGENCY CLINIC	JULY 16	016665	PD- VETERINARIAN SERVICES 100-6070-6071-2350-0000-000	250.00 Total : 250.00
157887	8/25/2016	046028 AT & T	0001454-0816 3438452-0616 8243506-0716 8720941-0716 9391054749- 0816	054236 054153 054236 054236 054236	I.S.- TELEPHONE SERVICES 606-6040-6044-2310-0000-000 PD- TELEPHONE SERVICES 100-6070-6071-2310-0000-000 C. CARE- TELEPHONE SERVICES 206-7200-7202-2310-0000-000 DEV SVCS- TELEPHONES SERVICES 100-6300-6301-2310-0000-000 I.S.- TELEPHONE SERVICES 606-6040-6044-2310-0000-000	1,092.91 399.07 84.29 35.42 17.47

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157887	8/25/2016	046028 AT & T	(Continued)			
			9391054777		C. CARE- TELEPHONE SERVICES	
				054236	206-7200-7202-2310-0000-000	109.29
			9391054786- 07/16		C. CARE- TELEPHONE SERVICES	
				054236	206-7200-7202-2310-0000-000	84.79
			9391054787- 06/16		PD- TELEPHONE SERVICES	
				054153	100-6070-6071-2310-0000-000	509.56
			9391054800		C. CARE- TELEPHONE SERVICES	
				054236	206-7200-7202-2310-0000-000	21.09
			9391054978- 07/16		BM- TELEPHONE SERVICES	
				054236	605-6150-6211-2310-0000-000	96.01
			9391054979- 07/16		C. CARE- TELEPHONE SERVICES	
				054236	206-7200-7202-2310-0000-000	19.30
			9391054981-07/16		DEV SVCS- TELEPHONES SERVICES	
				054236	100-6300-6301-2310-0000-000	5.95
			9391055005- 06/16		TELEPHONE SERVICES	
				054153	100-6070-6071-2310-0000-000	28.10
			9391055028- 06/16		PD- TELEPHONE SERVICES	
				054153	100-6070-6071-2310-0000-000	17.30
			9391055038-07/16		C. CARE- TELEPHONE SERVICES	
				054236	206-7200-7202-2310-0000-000	19.31
			9391055059- 07/16		BM- TELEPHONE SERVICES	
				054236	605-6150-6211-2310-0000-000	96.01
			9391055078- 07/16		I.S.- TELEPHONE SERVICES	
				054236	606-6040-6044-2310-0000-000	393.34
			9391055165		C. CARE- TELEPHONE SERVICES	
				054236	206-7200-7202-2310-0000-000	126.59
			9391055262- 07/16		I.S.- TELEPHONE SERVICES	
				054236	606-6040-6044-2310-0000-000	1,082.96
			9391055264- 07/16		I.S.- TELEPHONE SERVICES	
				054236	606-6040-6044-2310-0000-000	19.34
			9391055269-07/16		C. CARE- TELEPHONE SERVICES	
				054236	206-7200-7202-2310-0000-000	19.44
			9391055462- 06/16		TELEPHONE SERVICES	
				054153	100-6070-6071-2310-0000-000	636.17
Total :						4,913.71

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157888	8/25/2016	060511 AT & T CALIFORNIA	CLAIM #14-036		RISK- FULL & FINAL SETTLEMENT 607-6040-8601-2290-0000-000	1,755.16 Total : 1,755.16
157889	8/25/2016	092211 AT & T SOLUTIONS	2774102302 2788102306	016672 016672	ELEC- SERVICE FOR WAN MODEMS 520-8000-8009-2225-0548-000 ELEC- SERVICE FOR WAN MODEMS 520-8000-8001-2310-0930-200	199.32 148.00 Total : 347.32
157890	8/25/2016	093492 BATTERY SYSTEMS INC.	3625945	016696	INV- AUTOMOTIVE BATTERIES 100-1510-000 100-1510-000	766.98 61.37 Total : 828.35
157891	8/25/2016	033590 BIO-TOX LABORATORIES	32390	016633	PD- LAB ANALYSIS 100-6070-6071-2350-0000-000	2,026.00 Total : 2,026.00
157892	8/25/2016	036463 BSN SPORTS	98081534	016536	COMM SVCS- PORTABLE TRAINING GC 100-6200-6204-2301-0000-000 100-6200-6204-2301-0000-000	127.49 10.20 Total : 137.69
157893	8/25/2016	060496 BURNS, JASON	REBATE- FRIDGE		PUBLIC BEN- ENERGY EFFICIENCY REBATE 526-8000-8035-2041-0930-010	75.00 Total : 75.00
157894	8/25/2016	cbc#8501 BUSH, KEVIN	00510380		CLOSING BILL CREDIT 520-2450-232	18.37 Total : 18.37
157895	8/25/2016	060479 CABUTO, LUIS	REBATE- ROCK REBATE- TURF REBATE- WASHER		WATER CONSERVATION REBATE 521-8100-8110-2041-0000-000 WATER CONSERVATION REBATE 521-8100-8110-2041-0000-000 PUBLIC BEN- ENERGY EFFICIENCY REBATE 526-8000-8035-2041-0930-010	150.00 800.00 75.00

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157895	8/25/2016	060479 060479 CABUTO, LUIS	(Continued)			Total : 1,025.00
157896	8/25/2016	018879 CAL-DUCT, INC	5082801	016608	ELEC- PARTS/MATERIAL 520-8000-8004-2301-0921-000	694.99 Total : 694.99
157897	8/25/2016	015809 CALOLYMPIC GLOVE &	353433	016656	INV- SAFETY SUPPLIES 100-1500-000	107.72 21.05
			353433-1	016656	INV- SAFETY SUPPLIES 100-1500-000 100-1500-000	82.60 17.75 Total : 229.12
157898	8/25/2016	060498 CAMERON, JOHN	REBATE- AC UPGRADE		PUBLIC BEN- ENERGY EFFICIENCY REBATE 526-8000-8035-2041-0930-010	800.00 Total : 800.00
157899	8/25/2016	060162 CANCINO, ADELINE	REBATE- AC TUNE UP REBATE- WASHER		PUBLIC BEN- ENERGY EFFICIENCY REBATE 526-8000-8035-2041-0930-010 WATER CONSERVATION REBATE 521-8100-8110-2041-0000-000	59.00 75.00 Total : 134.00
157900	8/25/2016	093676 CANON SOLUTIONS AMERICAN, INC.	4019809197	016827	COPIER MAINTENANCE (VARIOUS DEPTS) 100-6070-6071-2240-0000-000	134.80
				016827	100-6300-6301-2240-0000-000	712.04
				016827	520-8000-8001-2240-0930-200	173.97
				016827	100-6040-6043-2240-0000-000	53.10
				016827	100-6200-6200-2240-0000-000	578.22
				016827	100-6090-6091-2240-0000-000	7.09
				016827	100-6000-6000-2240-0000-000	171.12
				016827	100-6070-6071-2240-0000-000	101.10
				016827	206-7200-7202-2240-0000-000	122.73
				016827	100-6040-6043-2240-0000-000	2.19
				016827	100-6070-6071-2240-0000-000	39.23
				016827	100-6150-6151-2240-0000-000	38.04

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157900	8/25/2016	093676 CANON SOLUTIONS AMERICAN, INC.	(Continued)			
				016827	521-8300-8300-2240-0000-000	38.03
				016827	100-6070-6071-2240-0000-000	81.24
				016827	100-6030-6030-2240-0000-000	162.08
				016827	520-8000-8009-2225-0548-000	2.48
				016827	100-6040-6041-2240-0000-000	66.01
				016827	100-6200-6250-2240-0000-000	95.11
				016827	100-6150-6151-2240-0000-000	83.03
				016827	521-8300-8300-2240-0000-000	83.02
				016827	100-6070-6071-2240-0000-000	108.24
				016827	520-8000-8003-2240-0592-100	12.88
				016827	100-6020-6020-2240-0000-000	32.62
					Total :	2,898.37
157901	8/25/2016	093676 CANON SOLUTIONS AMERICAN, INC.	4019350053		COPIER MAINT. (VARIOUS DEPT'S)~	
					100-6070-6071-2240-0000-000	566.44
					520-8000-8009-2225-0548-000	3.69
					100-6040-6041-2240-0000-000	76.81
					100-6200-6250-2240-0000-000	90.09
					520-8000-8003-2240-0592-100	22.67
					100-6020-6020-2240-0000-000	199.16
					100-6150-6151-2240-0000-000	128.22
					521-8300-8300-2240-0000-000	128.22
					100-6300-6301-2240-0000-000	669.71
					520-8000-8001-2240-0930-200	184.54
					100-6040-6043-2240-0000-000	28.15
					100-6200-6200-2240-0000-000	367.85
					100-6090-6091-2240-0000-000	15.52
					100-6000-6000-2240-0000-000	230.91
					206-7200-7202-2240-0000-000	46.79
					100-6030-6030-2240-0000-000	47.77
					Total :	2,806.54
157902	8/25/2016	045542 CARL WARREN & COMPANY	1767311		RISK- LIABILITY CLAIMS SERVICE FEE	
					607-6040-8601-2350-0000-000	7,841.50
					Total :	7,841.50

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157903	8/25/2016	093662 CAROLLO ENGINEERS, INC.	0150447		W- MASTERPLAN PER CONTRACT	
				012931	521-8100-8101-2350-0000-000	2,576.50
				012931	522-8200-8200-2350-0000-000	964.00
					Total :	3,540.50
157904	8/25/2016	cbc0247 CC STAFFING	00790680		CLOSING BILL CREDIT	
					520-2450-232	223.33
					Total :	223.33
157905	8/25/2016	045027 CDW GOVERNMENT	DTP2143		I.S.- COMPUTER SUPPLIES	
				016609	606-6040-6044-4900-0000-000	1,025.76
					606-6040-6044-4900-0000-000	82.06
					Total :	1,107.82
157906	8/25/2016	093808 CHEMSPA INDUSTRIES, INC.	124874		COMM SVCS- SUPPLIES- LOCKER ROOMS	
				016642	100-6200-6208-2301-0000-000	315.20
					100-6200-6208-2301-0000-000	25.22
					762-2210-000	-25.22
					Total :	315.20
157907	8/25/2016	060071 CHINO POLICE DEPARTMENT	08/23-8/24/16		PD- TRAINING (FIREARMS/RIFLE COURSE)	
					100-6070-6071-1160-0000-000	495.00
					Total :	495.00
157908	8/25/2016	048861 CITIZENS BUSINESS BANK	06-024-AF- 09/16		LEASE ON 2006 LADDER FIRE TRUCK	
					100-6090-6091-2500-0000-000	36,665.99
					100-6090-6091-2510-0000-000	834.16
					Total :	37,500.15
157909	8/25/2016	049181 CITY NEWS GROUP	23862		C. CLERK- LEGAL PUBLICATIONS	
					100-6010-6010-2340-0000-000	155.40
					Total :	155.40
157910	8/25/2016	033508 CITY OF SAN BERNARDINO	121-93224-0716		W- HYDRANT METER CHARGE	
					521-8100-8101-2331-0000-000	524.15
					Total :	524.15
157911	8/25/2016	093630 CIVICPLUS MARKETING	159788		TRAINING (D. FARRAR)	

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157911	8/25/2016	093630 CIVICPLUS MARKETING	(Continued)		606-6040-6044-1160-0000-000	100.00	
						Total :	100.00
157912	8/25/2016	000128 CLINICAL LAB OF S B INC	950814	015771	W- LAB SAMPLING & ANALYSIS 521-8100-8101-2350-0000-000	4,421.00	
						Total :	4,421.00
157913	8/25/2016	046237 COAST FITNESS REPAIR SHOP	63619		COMM SVCS- SERVICE ON GYM EQUIP . 100-6200-6208-2240-0000-000	300.00	
			63778		COMM SVCS- REPAIRS TO FITNESS EQUI 100-6200-6208-2240-0000-000	456.56	
						Total :	756.56
157914	8/25/2016	cbc0971 COLE, KAYLA J	00300615		CLOSING BILL CREDIT 520-2450-232	86.20	
						Total :	86.20
157915	8/25/2016	093545 COLLECTOR SOLUTIONS, INC.	2016237	016783	C/S- ELECTRONIC COLLECTION SVC 100-6040-6042-2670-0000-000	15,133.33	
						Total :	15,133.33
157916	8/25/2016	cbc0961 COMPUTER DOCTORS	01910680		CLOSING BILL CREDIT 520-2450-232	17.39	
						Total :	17.39
157917	8/25/2016	038389 COMPUTERIZED EMBROIDERY CO	27026	016464	FIRE- UNIFORM T-SHIRTS 100-6090-6091-1170-0000-000	1,579.90	
			27027		100-6090-6091-1170-0000-000	143.67	
				016463	FIRE- UNIFORM T-SHIRTS 100-6090-6091-1170-0000-000	802.90	
					100-6090-6091-1170-0000-000	72.87	
						Total :	2,599.34
157918	8/25/2016	cbc0964 CONRADO, JACQUELINE	00560550		CLOSING BILL CREDIT 520-2450-232	232.41	
						Total :	232.41

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157919	8/25/2016	094024 CONVERGINT TECHNOLOGIES LLC	601SNF161-1		PD- SURVEILLANCE CAMERA EQUIP.	
				016363	225-6070-7004-4930-0000-015	12,616.00
				016363	261-6070-6083-2301-0000-000	20,399.11
					Total :	33,015.11
157920	8/25/2016	cbc0979 COUSIN, LESHAUN	00300715		CLOSING BILL CREDIT	
					520-2450-232	61.37
					Total :	61.37
157921	8/25/2016	032356 CSULB FOUNDATION	09/12-09/23/16		PD- TRAINING (FIELD EVIDENCE)	
					100-6070-6071-1160-0000-000	692.00
					Total :	692.00
157922	8/25/2016	003952 DAILY JOURNAL CORP	B2914552		C. CLERK- LEGAL PUBLICATION	
					100-6010-6010-2340-0000-000	121.00
			B2914553		C. CLERK- LEGAL PUBLICATION	
					100-6010-6010-2340-0000-000	154.00
			B2914554		C. CLERK- LEGAL PUBLICATION	
					100-6010-6010-2340-0000-000	123.20
					Total :	398.20
157923	8/25/2016	003132 DAVIS, STEVEN	0005836512		CONSECO FAIR FUND SETTLEMENT	
					762-2360-000	50.00
					Total :	50.00
157924	8/25/2016	093838 DEVELOPMENT MANAGEMENT GROUP	APR 16		ECON DEV.- CONSULTING SERVICES	
					100-6300-9050-2350-0000-000	3,329.70
			FEB/MAR 16		ECON DEV.- CONSULTING SERVICES	
					100-6300-9050-2350-0000-000	7,684.86
			JUNE 16		ECON DEV.- CONSULTING SERVICES	
					100-6300-9050-2350-0000-000	3,375.00
			MAY 16		ECON DEV.- CONSULTING SERVICES	
					100-6300-9050-2350-0000-000	6,198.24
					Total :	20,587.80
157925	8/25/2016	093773 DM CONTRACTING, INC.	4374		CDBG- CITYWIDE CONCRETE	
					225-1609-6150-3890-0000-000	40,665.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157925	8/25/2016	093773 DM CONTRACTING, INC.	(Continued)		225-2460-000	-2,033.25
						Total :
						38,631.75
157926	8/25/2016	060224 DUTHOY, ROD	#9-T-BASKETBALL-2016		COMM SVCS- BASKETBALL OFFICIALS 100-6200-6204-2350-0000-000	75.00
						Total :
						75.00
157927	8/25/2016	002110 EBSCO INFORMATION SERVICES	0399935	016540	COMM SVCS- MAGAZINES SUBSCRIPTION 100-6200-6250-2302-0000-000	3,026.23
						Total :
						3,026.23
157928	8/25/2016	cbc0976 ESCOBEDO, SABRINA	00791450		CLOSING BILL CREDIT 520-2450-232	34.85
						Total :
						34.85
157929	8/25/2016	060501 ESPINOZA, JESUS	REBATE- COOLER		PUBLIC BEN- ENERGY EFFICIENCY REBATE 526-8000-8035-2041-0930-010	100.00
						Total :
						100.00
157930	8/25/2016	cbc#7715 FATTAL, ERAN	00111760		CLOSING BILL CREDIT 520-2450-232	456.30
						Total :
						456.30
157931	8/25/2016	013964 FEDERAL EXPRESS CORPORATION	5-503-30048	016690	ELEC- DELIVERY SERVICE 520-8000-8009-2225-0548-000	102.93
						Total :
						102.93
157932	8/25/2016	cbc#8502 FEINGOLD, MOSHE	00502985		CLOSING BILL CREDIT 520-2450-232	49.11
						Total :
						49.11
157933	8/25/2016	001422 FERGUSON ENTERPRISES INC #1350	0561086	016516	W- TUBING 521-1500-000	7,106.00
						Total :
						568.48
						18.00
						1.44

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount		
157933	8/25/2016	001422	001422 FERGUSON ENTERPRISES INC #1350		(Continued)		Total :	7,693.92
157934	8/25/2016	001422	FERGUSON ENTERPRISES INC #1350	3413578		BM- PLUMBING SUPPLIES 605-6150-6211-2250-6043-000		138.54
					054251		Total :	138.54
157935	8/25/2016	cbc0960	FIGUEROA, MARTHA A	00580765		CLOSING BILL CREDIT 520-2450-232		363.23
							Total :	363.23
157936	8/25/2016	093928	FLYERS ENERGY, LLC	16-304159		FIRE- DIESEL FUEL 100-6090-6091-2210-0000-000		855.23
				16-304160	054252	FIRE- DIESEL FUEL 100-6090-6091-2210-0000-000		1,479.20
				16-305764	054252	INV- FUEL 100-1530-000		10,893.93
							Total :	13,228.36
157937	8/25/2016	060509	FRANCO, JOSE	REBATE- TOILET		WATER CONSERVATION REBATE 521-8100-8110-2041-0000-000		125.00
							Total :	125.00
157938	8/25/2016	094052	FRANK ESQUER	CLAIM #16-035		RISK- FULL & FINAL SETTLEMENT 607-6040-8601-2290-0000-000		1,158.99
							Total :	1,158.99
157939	8/25/2016	094050	FRONTIER COMMUNICATIONS	8842700-06/16		C. CARE- TELEPHONE SERVICE 206-7200-7203-2310-0000-000		82.60
				8842700-0716	016640	C. CARE- TELEPHONE SERVICE 206-7200-7203-2310-0000-000		86.79
					016640		Total :	169.39
157940	8/25/2016	092108	G & G ENVIRONMENTAL	COC-0616		WW- PRETREATMENT PROGRAM 522-8200-8200-2350-0000-000		12,486.90
				COC-0716	016033	WW- PRETREATMENT PROGRAM 522-8200-8200-2350-0000-000		2,590.02
					016033	722-6150-8215-2350-0000-000		6,210.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount		
157940	8/25/2016	092108 092108 G & G ENVIRONMENTAL	(Continued)				Total :	21,286.92
157941	8/25/2016	060075 GARCIA, MELISSA	TUIT REIMB 16/17		ELEC- TUITION REIMBURSEMENT 520-8000-8005-1160-0926-000	63.13	Total :	63.13
157942	8/25/2016	cbc0884 GARCIA, SARA	00290165		CLOSING BILL CREDIT 520-2450-232	68.91	Total :	68.91
157943	8/25/2016	060508 GARCILAZO, GERALDINE	REBATE- TOILETS		WATER CONSERVATION REBATE 521-8100-8110-2041-0000-000	200.00	Total :	200.00
157944	8/25/2016	000230 GAS COMPANY	009-021-7100-8-0816		BM- GAS SERVICES			
			034-221-7500-4-0816	054255	605-6150-6211-2320-0000-000	96.71		
			036-321-7500-0-0816	054255	605-6150-6211-2320-0000-000	114.40		
			050-921-8700-3-0816	054255	605-6150-6211-2320-0000-000	66.02		
			101-521-4300-3-0816	054255	605-6150-6211-2320-0000-000	79.08		
			107-621-0400-7-0816	054255	605-6150-6211-2320-0000-000	56.10		
			116-145-3943-2-0816	054255	522-8200-8200-2320-0000-000	5,320.11		
			187-421-0400-5-0816	054255	605-6150-6211-2320-0000-000	38.35		
				054255	605-6150-6211-2320-0000-000	33.88	Total :	5,804.65
157945	8/25/2016	000157 GENUINE AUTO PARTS	152024		AUTOMOTIVE PARTS			
			153406	054176	522-8200-8200-2255-0000-000	18.27		
			153432	054256	100-6090-6091-2210-0000-000	14.03		
					AUTOMOTIVE PARTS			

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157945	8/25/2016	000157	GENUINE AUTO PARTS			
			(Continued)			
			153463	054256	608-6150-8700-2210-8700-000 AUTOMOTIVE PARTS	8.10
			153492	054256	608-6150-8700-2210-8101-000 AUTOMOTIVE PARTS	92.50
			153712	054256	608-6150-8700-2210-6071-000 AUTOMOTIVE PARTS	559.53
			153717	054256	608-6150-8700-2210-8101-000 AUTOMOTIVE PARTS	87.32
			153720	054256	608-6150-8700-2210-6071-000 AUTOMOTIVE PARTS	21.78
			153769	054256	608-6150-8700-2210-6071-000 AUTOMOTIVE PARTS	21.78
			154159	054256	608-6150-8700-2210-6071-000 AUTOMOTIVE PARTS	293.27
			154189	054256	100-6090-6091-2210-0000-000 AUTOMOTIVE PARTS	100.93
			154395	054256	608-6150-8700-2210-8101-000 AUTOMOTIVE PARTS	83.13
			154415	054256	608-6150-8700-2210-8101-000 AUTOMOTIVE PARTS	70.82
			154416	054256	608-6150-8700-2210-6071-000 AUTOMOTIVE PARTS	349.77
			154711	054256	608-6150-8700-2210-6071-000 AUTOMOTIVE PARTS	23.21
			154972	054256	608-6150-8700-2210-8101-000 AUTOMOTIVE PARTS	21.58
			154991	054256	608-6150-8700-2210-6160-000 AUTOMOTIVE PARTS	148.46
			155423	054256	608-6150-8700-2210-8700-000 AUTOMOTIVE PARTS	15.09
			155446	054256	608-6150-8700-2210-6071-000 AUTOMOTIVE PARTS	19.72
			155541	054256	608-6150-8700-2210-6071-000 AUTOMOTIVE PARTS	247.29
			155570	054256	608-6150-8700-2210-6071-000 AUTOMOTIVE PARTS	258.34

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157945	8/25/2016	000157	GENUINE AUTO PARTS		(Continued)	
				054256	608-6150-8700-2210-6071-000	2.98
			155621		AUTOMOTIVE PARTS	
				054256	608-6150-8700-2210-6071-000	16.11
			155622		AUTOMOTIVE PARTS	
				054256	608-6150-8700-2210-6071-000	199.42
			155639		AUTOMOTIVE PARTS	
				054256	100-6090-6091-2210-0000-000	11.72
			156162		AUTOMOTIVE PARTS	
				054256	100-6090-6091-2210-0000-000	21.55
					100-6090-6091-2210-0000-000	1.72
			156497		AUTOMOTIVE PARTS	
				054256	100-6090-6091-2210-0000-000	14.06
					100-6090-6091-2210-0000-000	1.12
			156686		AUTOMOTIVE PARTS	
				054256	100-6090-6091-2210-0000-000	5.66
					100-6090-6091-2210-0000-000	0.45
Total :						2,729.71
157946	8/25/2016	060494	GONZALES, SANDRA		REBATE- A/C WINDOW	
					PUBLIC BEN- ENERGY EFFICIENCY RE	
					526-8000-8035-2041-0930-010	100.00
					REBATE- ROOM A/C	
					ENERGY EFFICIENCY REBATE	
					526-8000-8035-2041-0930-010	100.00
Total :						200.00
157947	8/25/2016	cbc0992	GONZALEZ, MICHELE	00260165	CLOSING BILL CREDIT	
					520-2450-232	35.49
Total :						35.49
157948	8/25/2016	cbc0959	GONZALEZ, OMAR E	00261350	CLOSING BILL CREDIT	
					520-2450-232	84.15
Total :						84.15
157949	8/25/2016	059702	GSI ENVIRONMENTAL	16267-03	W- FONTANA WATER LAWSUIT	
					521-8100-8101-2350-0000-000	5,389.53
				16492-03	W- FONTANA WATER LAWSUIT	
					521-8100-8101-2350-0000-000	535.76

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157949	8/25/2016	059702 GSI ENVIRONMENTAL	(Continued) 16522-03		W- FONTANA WATER LAWSUIT 521-8100-8101-2350-0000-000	3,763.85
			16703-03		W- FONTANA WATER LAWSUIT 521-8100-8101-2350-0000-000	2,809.01
			16835-03		W- FONTANA WATER LAWSUIT 521-8100-8101-2350-0000-000	1,633.09
Total :						14,131.24
157950	8/25/2016	049122 HARRIS, WADE	09/27-09/30/16		PD- PER DIEM (SPILLMAN USERS' CONF) 100-6070-6071-1160-0000-000	125.00
Total :						125.00
157951	8/25/2016	092610 HD SUPPLY WATERWORKS	F876952	016649	W- HARDWARE SUPPLIES 521-1500-000 521-1500-000	660.68 52.85
Total :						713.53
157952	8/25/2016	cbc0978 HERRERA, JESUS	00490420		CLOSING BILL CREDIT 520-2450-232	104.78
Total :						104.78
157953	8/25/2016	025906 HOME DEPOT	0010768	054261	ELEC- HARDWARE SUPPLIES 520-8000-8003-2301-0921-000	52.15
			1012453	054261	ELEC- HARDWARE SUPPLIES 520-8000-8003-2301-0921-000	296.90
			1024921	054260	COMM SVCS- HARDWARE SUPPLIES 100-6200-6218-2301-0000-000	84.36
			2011448	054262	BM- HARDWARE SUPPLIES 605-6150-6211-2250-6211-000	22.67
			3972159	054264	VW- HARDWARE SUPPLIES 522-8200-8200-2255-0000-000	46.02
			4071285	054262	BM- HARDWARE SUPPLIES 605-6150-6211-2250-6205-000	69.03
			4122296	054261	ELEC- HARDWARE SUPPLIES 520-8000-8002-2301-0921-000	7.71
			5041279		BM- HARDWARE SUPPLIES	

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157953	8/25/2016	025906 HOME DEPOT	(Continued)			
			5041280	054262	605-6150-6211-2250-6212-000 BM- HARDWARE SUPPLIES	128.82
			7122506	054262	605-6150-6211-2250-6205-000 WW- HARDWARE SUPPLIES	127.04
			7302421	054264	522-8200-8200-2256-0000-000 WW- CREDIT	36.75
			8011819	054264	522-8200-8200-2256-0000-000 BM- HARDWARE SUPPLIES	-27.19
			8011820	054262	605-6150-6211-2250-8001-000 BM- HARDWARE SUPPLIES	93.99
			8063170	054262	605-6150-6211-2250-6205-000 BM- HARDWARE SUPPLIES	16.66
			8132137	054262	605-6150-6211-2250-8001-000 WW- HARDWARE SUPPLIES	43.16
			8132138	054264	522-8200-8200-2256-0000-000 WW- HARDWARE SUPPLIES	88.82
			8132139	054264	522-8200-8200-2256-0000-000 WW- HARDWARE SUPPLIES	387.54
			8582887	054264	522-8200-8200-2256-0000-000 BM- HARDWARE SUPPLIES	16.78
			9024342	054262	605-6150-6211-2250-8001-000 ELEC- HARDWARE SUPPLIES	9.99
				054261	520-8000-8003-2301-0921-000	35.70
Total :						1,536.90
157954	8/25/2016	025906 HOME DEPOT	8023801		ST- HARDWARE SUPPLIES	
			80826414	016720	210-6150-6160-2301-0000-000 ELEC- HARDWARE SUPPLIES	21.63
				016587	520-8000-8009-2225-0548-000	100.09
Total :						121.72
157955	8/25/2016	000164 HUB CONST SPECIALTIES, INC	B05010357		W- MAINTENANCE MATERIALS	
			B05010979	054267	521-8100-8101-2301-0000-000 W- MAINTENANCE MATERIALS	605.01
				054267	521-8100-8101-2301-0000-000	190.63

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157955	8/25/2016	000164 000164 HUB CONST SPECIALTIES, INC	(Continued)			Total : 795.64
157956	8/25/2016	093717 IN THE SWIM	011733630	016537	COMM SVCS- LIFEGUARD SIGN 100-6200-6203-2301-0000-000 100-6200-6203-2301-0000-000	12.99 1.04 Total : 14.03
157957	8/25/2016	046663 INFOSEND INC.	109025	016667	C/S- UTILITY BILLING AND MAIL SVC 100-6040-6042-2350-0000-000	6,437.38 Total : 6,437.38
157958	8/25/2016	094048 INFRASTRUCTURE ENGINEERING COR	9132	016506	VW- ENG SVCS- SEWER RELOCATION 522-8200-8206-3890-0000-000	2,834.81 Total : 2,834.81
157959	8/25/2016	043705 INLAND COUNTIES EMERGENCY	T-COLT0N17	016828	FIRE- ICEMA FEES 100-6090-6091-2350-0000-000	3,600.00 Total : 3,600.00
157960	8/25/2016	092525 INTERSTATE BATTERY CENTER	89800	054269	PD- CAR BATTERIES 100-6070-6071-2301-0000-000	201.85 Total : 201.85
157961	8/25/2016	093841 INTERWEST CONSULTING GROUP INC	28130	015978	DEV SVCS- PLAN CHECK SVCS 100-6300-6302-2350-0000-000	104,337.84 Total : 104,337.84
157962	8/25/2016	cbc0994 INVESTOR'S FINANCIAL	00970905		CLOSING BILL CREDIT 520-2450-232	98.08 Total : 98.08
157963	8/25/2016	cbc0983 JANSSEN, WILLIAM	00180180		CLOSING BILL CREDIT 520-2450-232	72.19 Total : 72.19
157964	8/25/2016	cbc0966 JIHNSON, DEAMBER	00760300		CLOSING BILL CREDIT 520-2450-232	83.19

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157964	8/25/2016	cbc0966 cbc0966 JHNSON, DEAMBER	(Continued)			Total : 83.19
157965	8/25/2016	002791 JIMENEZ, CARMEN	REBATE- FAN		PUBLIC BEN- ENERGY EFFICIENCY REBATE 526-8000-8035-2041-0930-010	15.00 Total : 15.00
157966	8/25/2016	003770 JONES CHEMICALS, INC	692890	054192	WW- CHEMICAL SUPPLIES 522-8200-8200-2255-0000-000	1,978.92
			695513	054271	W- CHEMICAL SUPPLIES 521-8100-8101-2308-0000-000	3,044.28
			696843	054271	WW- CHEMICAL SUPPLIES 522-8200-8200-2255-0000-000	2,312.45
			696849	054271	W- CHEMICAL SUPPLIES 521-8100-8101-2308-0000-000	2,748.55
			697469	054271	W- CHEMICAL SUPPLIES 521-8100-8101-2308-0000-000	2,858.19
						Total : 12,942.39
157967	8/25/2016	060507 JONES, PAUL	REBATE- DISHWASHER		PUBLIC BEN- ENERGY EFFICIENCY REBATE 526-8000-8035-2041-0930-010	150.00 Total : 150.00
157968	8/25/2016	cbc0958 JORDON, JAMAL	00300450		CLOSING BILL CREDIT 520-2450-232	67.84 Total : 67.84
157969	8/25/2016	cbc0982 KMG SOLUTIONS LLC	00641380		CLOSING BILL CREDIT 520-2450-232	25.02 Total : 25.02
157970	8/25/2016	cbc0962 KOROMPIS, FRISCELLA	00270160		CLOSING BILL CREDIT 520-2450-232	4.78
			00700305		CLOSING BILL CREDIT 520-2450-232	53.13
						Total : 57.91
157971	8/25/2016	093456 KROGER	0616050959	016637	C. CARE- FOOD AND RELATED SUPPLIES 206-7200-7202-2305-0000-000	119.82

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157971	8/25/2016	093456 KROGER	(Continued) 0616051003		C. CARE- FOOD AND RELATED SUPPLIES 206-7200-7202-2305-0000-000	41.58
			0616051163	016637	C. CARE- FOOD AND RELATED SUPPLIES 206-7200-7202-2305-0000-000	41.97
					Total :	203.37
157972	8/25/2016	046215 KUSTOM IMPRINTS	22552		COMM SVCS- T-SHIRTS FOR EVENTS 100-6200-6204-2301-0000-000	324.50
				016664	100-6200-6204-2301-0000-000	25.08
				016664	100-6200-6204-2301-0000-000	2.00
					Total :	351.58
157973	8/25/2016	cbc0973 LEDIG, BRIAN	00170380		CLOSING BILL CREDIT 520-2450-232	71.31
					Total :	71.31
157974	8/25/2016	092174 LEGALSHIED	AUG 16		PREMIUMS PROCESSED 762-2086-000	227.15
					Total :	227.15
157975	8/25/2016	cbc0955 LEYVA, NICOLAS A	00170075		CLOSING BILL CREDIT 520-2450-232	230.95
					Total :	230.95
157976	8/25/2016	cbc0985 LOMA LINDA PROPERTY MGMT	00480120		CLOSING BILL CREDIT 520-2450-232	121.41
					Total :	121.41
157977	8/25/2016	093873 LOMA LINDA UNIVERSITY	07/07/16		PD- CHILD ABUSE EXAMS 100-6070-6071-2350-0000-000	900.00
			DUES 16/17		PD- MEMBERSHIP RENEWAL 100-6070-6071-2350-0000-000	5,000.00
				016629		
					Total :	5,900.00
157978	8/25/2016	060497 LOOMIS, CHARLES	REBATE- FAN		PUBLIC BEN- ENERGY EFFICIENCY REBATE 526-8000-8035-2041-0930-010	15.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157978	8/25/2016	060497 060497 LOOMIS, CHARLES	(Continued)			Total : 15.00
157979	8/25/2016	cbc0984 LOWERRE, MATTHEW	00881000		CLOSING BILL CREDIT 520-2450-232	210.39 Total : 210.39
157980	8/25/2016	cbc0988 LUGO, VINCENT	00860400		CLOSING BILL CREDIT 520-2450-232	74.64 Total : 74.64
157981	8/25/2016	057668 LUNT, DANIEL	09/27-09/30/16		PD- PER DIEM (SPILLMAN USERS' CONF) 100-6070-6071-1160-0000-000	125.00 Total : 125.00
157982	8/25/2016	cbc0980 MALONE, EMMETT	00461130		CLOSING BILL CREDIT 520-2450-232	64.23 Total : 64.23
157983	8/25/2016	cbc0968 MARROQUIN, HOPE	00860280		CLOSING BILL CREDIT 520-2450-232	6.76 Total : 6.76
157984	8/25/2016	cbc0993 MARTINEZ, MARIA	00494415		CLOSING BILL CREDIT 520-2450-232	174.63 Total : 174.63
157985	8/25/2016	cbc0956 MAYORGA, SOPHIE	00891405		CLOSING BILL CREDIT 520-2450-232	58.43 Total : 58.43
157986	8/25/2016	cbc0954 MCGAHEY, DANIELLE N	00610490		CLOSING BILL CREDIT 520-2450-232	61.03 Total : 61.03
157987	8/25/2016	041081 MISSION LINEN SUPPLY & UNIFORM	502137379		ST- UNIFORM RENTAL SERVICES	
			502587743	054197	210-6150-6160-1170-0000-000	6.36
				054197	BM- MAT RENTAL SERVICE 605-6150-6211-2250-6202-000	31.11

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157987	8/25/2016	041081 MISSION LINEN SUPPLY & UNIFORM	(Continued) 502953227		PD- UNIFORM RENTAL SERVICES 100-6070-6071-2350-0000-000	146.87
			503000207	054276	PD- UNIFORM RENTAL SERVICE 100-6070-6071-2350-0000-000	154.58
Total :						338.92
157988	8/25/2016	cbc0756 MONROY, CHRISTIAN	00420930		CLOSING BILL CREDIT 520-2450-232	134.52
Total :						134.52
157989	8/25/2016	cbc0987 MONUMENT REALTY	00711470		CLOSING BILL CREDIT 520-2450-232	119.72
Total :						119.72
157990	8/25/2016	058085 MORA, ISAAC	RENEWAL 2017		W- REIMBURSE FOR CWEA RENEWAL 521-8100-8101-1161-0000-000	245.00
Total :						245.00
157991	8/25/2016	092651 MOSS BROS DODGE	1401850	015987	AUTOMOTIVE REPAIRS 608-6150-8700-2210-6071-000	261.00
			1426936	016768	AUTOMOTIVE PARTS 608-6150-8700-2210-6071-000	350.30
			1430154	016768	AUTOMOTIVE PARTS 608-6150-8700-2210-6071-000	317.28
			1430156	016768	AUTOMOTIVE PARTS 608-6150-8700-2210-6071-000	64.86
			1430156-1	016768	AUTOMOTIVE PARTS 608-6150-8700-2210-6071-000	129.74
			1430609	016768	AUTOMOTIVE PARTS 608-6150-8700-2210-6071-000	111.42
			CM1392550	015987	AUTOMOTIVE REPAIRS 608-6150-8700-2210-6071-000	-43.30
			CM1430154	016768	AUTO- CREDIT 608-6150-8700-2210-6071-000	-43.30
Total :						1,148.00

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157992	8/25/2016	093220 NESTLE WATERS NORTH AMERICA	16G0021202460	054277	FIRE- BOTTLE WATER SERVICES 100-6090-6091-2301-0000-000	215.96 Total : 215.96
157993	8/25/2016	000681 OCLC, INC	0000476588	016535	LIB- OCLC TCP/IP ACCESS 100-6200-6250-2302-0000-000	49.95 Total : 49.95
157994	8/25/2016	045033 OFFICE DEPOT	853696732001	016697	INV- OFFICE SUPPLIES 100-1500-000	1,416.69 113.34
			853696938001	016697	INV- OFFICE SUPPLIES 100-1500-000	50.28 4.02 Total : 1,584.33
157995	8/25/2016	045033 OFFICE DEPOT	848259001001	054199	PD- OFFICE SUPPLIES 100-6070-6071-2300-0000-000	146.64
			852155622001	054280	DEV SVCS- OFFICE SUPPLIES 100-6300-6301-2301-0000-000	68.98
			852155625001	054280	DEV SVCS- OFFICE SUPPLIES 100-6300-6301-2301-0000-000	65.89
			852321078001	054280	PUBLIC BEN- OFFICE SUPPLIES 526-8000-8035-2301-0921-000	128.97 10.32
			853720417001	054280	PD- OFFICE SUPPLIES 100-6070-6071-2300-0000-000	157.53 12.60
			853720445001	054280	PD- OFFICE SUPPLIES 100-6070-6071-2300-0000-000	12.45 1.00
			853809694001	054280	DEV SVCS- OFFICE SUPPLIES 100-6300-6301-2300-0000-000	497.99 39.84
			853868250001	054280	DEV SVCS- OFFICE SUPPLIES 100-6300-6301-2300-0000-000	69.99 5.60

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157995	8/25/2016	045033 OFFICE DEPOT	(Continued) 853868251001	054280	DEV SVCS- OFFICE SUPPLIES 100-6300-6301-2300-0000-000	11.99
			853868252001	054280	100-6300-6301-2300-0000-000 DEV SVCS- OFFICE SUPPLIES	0.96
			854571426001	054280	100-6300-6301-2300-0000-000 100-6300-6301-2300-0000-000	6.59 0.53
			854571516001	054280	100-6200-6212-2250-0000-000 100-6200-6212-2250-0000-000	134.68 10.77
			854803090001	054280	100-6200-6213-2301-0000-000 100-6200-6213-2301-0000-000	5.79 0.46
				054280	100-6200-6212-2250-0000-000 100-6200-6212-2250-0000-000	84.54 6.76
Total :						1,480.87
157996	8/25/2016	060500 OSRETKAR, ELIZABETH	REBATE- FAN		PUBLIC BEN- ENERGY EFFICIENCY RE 526-8000-8035-2041-0930-010	15.00
Total :						15.00
157997	8/25/2016	cbc0977 PACHECO, ALFREDO	01981355		CLOSING BILL CREDIT 520-2450-232	231.58
Total :						231.58
157998	8/25/2016	001712 PACIFIC ALARM SERVICE	R121145	054309	BM- ALARM SERVICES 605-6150-6211-2250-8001-000	76.00
			R121146	054309	BM- ALARM SERVICES 605-6150-6211-2250-8001-000	41.50
			R121147	054309	BM- ALARM SERVICES 605-6150-6211-2250-8001-000	134.00
			R121148	054309	BM- ALARM SERVICES 605-6150-6211-2250-8001-000	86.00
			R121149	054309	BM- ALARM SERVICES 605-6150-6211-2250-6211-000	162.00
			R121151		BM- ALARM SERVICES	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157998	8/25/2016	001712	PACIFIC ALARM SERVICE		(Continued)	
			R121152	054309	605-6150-6211-2250-6211-000 BM- ALARM SERVICES	59.00
			R121153	054309	605-6150-6211-2250-8001-000 BM- ALARM SERVICES	111.00
			R121154	054309	605-6150-6211-2250-8001-000 BM- ALARM SERVICES	210.00
			R121155	054309	605-6150-6211-2250-6211-000 BM- ALARM SERVICES	43.50
			R121156	054309	605-6150-6211-2250-6211-000 BM- ALARM SERVICES	164.50
			R121158	054309	605-6150-6211-2250-8001-000 BM- ALARM SERVICES	88.00
			R121159	054309	605-6150-6211-2250-6071-000 BM- ALARM SERVICES	58.00
			R121160	054309	605-6150-6211-2250-6071-000 BM- ALARM SERVICES	48.50
			R121161	054309	605-6150-6211-2250-6071-000 BM- ALARM SERVICES	39.50
			R121162	054309	605-6150-6211-2250-6071-000 BM- ALARM SERVICES	92.50
			R121880	054309	605-6150-6211-2250-6071-000 BM- ALARM SERVICES	38.50
			R121881	054309	605-6150-6211-2250-8001-000 BM- ALARM SERVICES	76.00
			R121882	054309	605-6150-6211-2250-8001-000 BM- ALARM SERVICES	41.50
			R121883	054309	605-6150-6211-2250-8001-000 BM- ALARM SERVICES	134.00
			R121884	054309	605-6150-6211-2250-8001-000 BM- ALARM SERVICES	86.00
			R121886	054309	605-6150-6211-2250-6211-000 BM- ALARM SERVICES	162.00
			R121887	054309	605-6150-6211-2250-6211-000 BM- ALARM SERVICES	59.00
			R121888	054309	605-6150-6211-2250-8001-000 BM- ALARM SERVICES	111.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
157998	8/25/2016	001712	PACIFIC ALARM SERVICE		(Continued)	
			R121889	054309	605-6150-6211-2250-8001-000 BM- ALARM SERVICES	210.00
			R121890	054309	605-6150-6211-2250-6211-000 BM- ALARM SERVICES	43.50
			R121891	054309	605-6150-6211-2250-6211-000 BM- ALARM SERVICES	164.50
			R121893	054309	605-6150-6211-2250-8001-000 BM- ALARM SERVICES	88.00
			R121894	054309	605-6150-6211-2250-6071-000 BM- ALARM SERVICES	58.00
			R121895	054309	605-6150-6211-2250-6071-000 BM- ALARM SERVICES	48.50
			R121896	054309	605-6150-6211-2250-6071-000 BM- ALARM SERVICES	39.50
			R121897	054309	605-6150-6211-2250-6071-000 BM- ALARM SERVICES	92.50
			R121898	054309	605-6150-6211-2250-6071-000 BM- ALARM SERVICES	38.50
				054309	605-6150-6211-2250-8200-000	365.50
					Total :	3,270.50
157999	8/25/2016	000214	PERS-PAYROLL REPORT	07/21/16- 15025	RETIREMENT CONTRIBUTION 762-2080-000	3,425.24
					Total :	3,425.24
158000	8/25/2016	cbc0967	PETERSON, LAURA	00380520	CLOSING BILL CREDIT 520-2450-232	187.75
					Total :	187.75
158001	8/25/2016	093074	PETSMART	06/18/16	PD- K-9 DOG FOOD 100-6070-6071-2301-0000-000	64.94
				016594		64.94
					Total :	64.94
158002	8/25/2016	093995	PLACEWORKS, INC.	59617	DEV SVCS- ENVIRO SERVICES 762-2338-000	2,685.92
				054230		2,685.92

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158002	8/25/2016	093995 093995 PLACEWORKS, INC.			(Continued)	Total : 2,685.92
158003	8/25/2016	cbc#2020 PLESNIK, PALO	01911050		CLOSING BILL CREDIT 520-2450-232	128.80 Total : 128.80
158004	8/25/2016	092540 PRAXAIR DISTRIBUTION	55454372	016624	ELEC- VARIOUS GASES 520-8000-8009-2225-0548-000	124.20 Total : 124.20
158005	8/25/2016	093060 PROTECTION ONE ALARM MONITORIN	109952962 110530129	016627 016627	PD- ELECTRONIC SECURITY SYSTEM 100-6070-6071-2350-0000-000 PD- ELECTRONIC SECURITY SYSTEM 100-6070-6071-2350-0000-000	363.62 363.62 Total : 727.24
158006	8/25/2016	014316 PRUDENTIAL OVERALL SUPPLY	22283581 22284504 22287968	054308 054308 054308 054308 054308	ELEC- UNIFORM RENTAL SERVICES 520-8000-8009-2225-0548-000 ELEC- UNIFORM RENTAL SERVICE 520-8000-8004-1170-0926-000 520-8000-8002-2301-0921-000 ELEC- UNIFORM RENTAL SERVICES 520-8000-8004-1170-0926-000 520-8000-8002-2301-0921-000	58.35 208.15 25.30 208.15 25.30 Total : 525.25
158007	8/25/2016	015928 RILEY ENTERPRISES	2388	016524	ELEC INV- HARDWARE SUPPLIES 520-1500-154 520-1500-154 762-2210-000	710.49 48.46 -48.46 Total : 710.49
158008	8/25/2016	cbc0969 RIOS, CKASHA	00180840		CLOSING BILL CREDIT 520-2450-232	45.76 Total : 45.76
158009	8/25/2016	058991 RIOS, ESTEFANIA	REBATE- AC TUNE UP		PUBLIC BEN- ENERGY EFFICIENCY RE 526-8000-8035-2041-0930-010	60.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158009	8/25/2016	058991 058991 RIOS, ESTEFANIA	(Continued)			Total : 60.00
158010	8/25/2016	cbc0990 RODRIGUEZ, JOANNA	0010230		CLOSING BILL CREDIT 520-2450-232	31.51 Total : 31.51
158011	8/25/2016	093926 RRM DESIGN GROUP	0017-01-0716	015047	DEV SVCS- DOWNTOWN DEV. CODE 225-6300-6305-2350-0000-000	10,983.54 Total : 10,983.54
158012	8/25/2016	cbc0957 SAMANIEGO, MARIA	00876685		CLOSING BILL CREDIT 520-2450-232	565.71 Total : 565.71
158013	8/25/2016	045153 SAN BERNARDINO COUNTY	15814 R22742	015543 015543	PD- FINGERPRINTING SERVICE 100-6070-6071-2310-0000-000 PD- FINGERPRINTING SERVICE 100-6070-6071-2310-0000-000	34.02 38.00 Total : 72.02
158014	8/25/2016	093642 SHRED-IT USA INC.	9411514086	016660	PD- DOCUMENT DESTRUCTION SERVI 100-6070-6071-2350-0000-000	160.36 Total : 160.36
158015	8/25/2016	060512 SIDUR, TERRY	09/12-09/23/16		PD- PER DIEM (FIELD EVIDENCE) 100-6070-6071-1160-0000-000	502.00 Total : 502.00
158016	8/25/2016	093854 SIGNATURE SYSTEMS GROUP LLC	20039867		COMM SVCS- GYM FLOOR TAPE 100-6200-6201-2301-0000-000	159.54 Total : 159.54
158017	8/25/2016	cbc#9847 SILVER BAY PROPERTY CORP	00251370		CLOSING BILL CREDIT 520-2450-232	250.99 Total : 250.99
158018	8/25/2016	094045 SITEONE LANDSCAPE SUPPLY, LLC	76857697	054289	PARKS- LANDSCAPING SUPPLIES 100-6150-6205-2301-0000-000	1,142.76

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158018	8/25/2016	094045 SITEONE LANDSCAPE SUPPLY, LLC	(Continued) 76928720		PARKS- LANDSCAPING SUPPLIES 100-6150-6205-2301-0000-000	666.94
			76928825	054289	PARKS- LANDSCAPING SUPPLIES 100-6150-6205-2301-0000-000	43.09
			76950001	054289	PARKS- LANDSCAPING SUPPLIES 100-6150-6205-2301-0000-000	188.41
Total :						2,041.20
158019	8/25/2016	094045 SITEONE LANDSCAPE SUPPLY, LLC	76857575		INV- LANDSCAPE SUPPLIES 100-1500-000	956.86
			76941517	016523	100-1500-000	76.55
				016659	INV- LANDSCAPING SUPPLIES 100-1500-000	634.12
					100-1500-000	50.73
Total :						1,718.26
158020	8/25/2016	000224 SMART AND FINAL IRIS CO	08/05/16		COMM SVCS- SUPPLIES FOR EVENTS 100-6200-6214-2301-0000-000	61.11
			08/09/16	054290	COMM SVCS- SUPPLIES FOR EVENTS 100-6200-6218-2301-0000-000	39.02
			181998	054290	COMM SVCS- SUPPLIES FOR EVENTS 100-6200-6212-2301-0000-000	99.10
Total :						199.23
158021	8/25/2016	092670 SO CAL LOCKSMITH	33933		COMM SVCS- LOCK PARTS AND SERVI 100-6200-6217-2301-0000-000	5.67
			33995	054291	ELEC- LOCK PARTS AND SERVICE 520-8000-8004-2301-0921-000	29.14
			34717	054291	BM- LOCK PARTS AND SVCS 605-6150-6211-2250-6211-000	131.88
			34741	054291	BM- LOCK PARTS AND SERVICES 605-6150-6211-2250-6217-000	186.98
Total :						353.67
158022	8/25/2016	025294 SOUTH COAST AIR QUALITY	2979533		WW- ANNUAL FEES 522-8200-8200-2241-0000-000	7,729.35

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158022	8/25/2016	025294 SOUTH COAST AIR QUALITY	(Continued) 2980773		WW- EMISSIONS FEES 522-8200-8200-2241-0000-000	124.35
Total :						7,853.70
158023	8/25/2016	025294 SOUTH COAST AIR QUALITY	2979592		FIRE- AQMD FEES 100-6090-6091-2241-0000-000	354.86
			2979599	016581	FIRE- AQMD FEES 100-6090-6091-2241-0000-000	459.77
			2980832	016581	FIRE- AQMD FEES 100-6090-6091-2241-0000-000	124.35
			2980838	016581	FIRE- AQMD FEES 100-6090-6091-2241-0000-000	124.35
Total :						1,063.33
158024	8/25/2016	001473 SOUTHERN CALIFORNIA EDISON	7500659810		ELEC- BILL OF SALE FOR JOINT POLE 520-8000-8002-2255-0592-100	7,789.00
Total :						7,789.00
158025	8/25/2016	000234 SQUIRES LUMBER COMPANY	309472		BM- MAINTENANCE MATERIAL 605-6150-6211-2250-6212-000	28.03
			309473	054295	BM- MAINTENANCE MATERIAL 605-6150-6211-2250-6212-000	16.15
			309705	054295	BM- MAINTENANCE MATERIAL 605-6150-6211-2250-6091-000	19.41
			309774	054295	BM- MAINTENANCE MATERIAL 605-6150-6211-2250-6211-000	18.33
Total :						81.92
158026	8/25/2016	093797 TATE, DAVID	#9-T BASKETBALL-2016		COMM SVCS- BASKETBALL OFFICIAL 100-6200-6204-2350-0000-000	75.00
Total :						75.00
158027	8/25/2016	cbc0970 TAYLOR, JEANINE	00680315		CLOSING BILL CREDIT 520-2450-232	172.06
Total :						172.06

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158028	8/25/2016	093451 THE LIGHT HOUSE	0152510	054195	AUTO- VEHICLES LIGHTS 608-6150-8700-2210-8101-000	1,193.99 Total : 1,193.99
158029	8/25/2016	094005 THE PRESS-ENTERPRISE	0010183355	054282	PW- LEGAL PUBLICATIONS 100-6150-6151-2340-0000-000	92.00 Total : 92.00
158030	8/25/2016	093146 TIME WARNER CABLE	0470566386-06/16 844840- 08/16	015948 016510	PD- CABLE SERVICE 100-6070-6071-2310-0000-000 I.S.- CITY WIDE CABLE 606-6040-6044-2310-0000-000	240.46 611.66 Total : 852.12
158031	8/25/2016	093146 TIME WARNER CABLE	844840- AUG 16		COMM SVCS- CABLE SERVICES 100-6200-6217-2301-0000-000	60.10 Total : 60.10
158032	8/25/2016	016211 TRANS-WEST FORD	TR02691	015627 015627	ELEC- AEIRAL BUCKET TRUCK 520-8000-8004-4910-0101-000 520-8000-8004-2210-0933-000 520-8000-8004-4910-0101-000 520-8000-8004-2210-0933-000	114,987.00 9,711.53 9,198.24 776.66 Total : 134,673.43
158033	8/25/2016	092083 ULTRA PRINTING	12651	054300	ELEC- BUSINESS CARDS 520-8000-8001-2300-0921-000	66.96 Total : 66.96
158034	8/25/2016	093999 VERIZON BUSINESS SOLUTIONS	69830310	016632	PD- T-1 DEDICATED LINE 100-6070-6071-2310-0000-000	1,033.98 Total : 1,033.98
158035	8/25/2016	036062 VERIZON CALIFORNIA	3810369-0716 8845048-0716	016670 016670	ELEC- TELEPHONE LINE/MODEM CHAI 520-8000-8024-2310-0930-200 ELEC- TELEPHONE MODEM CHARGES 520-8000-8024-2310-0930-200	100.72 56.30

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158035	8/25/2016	036062	036062 VERIZON CALIFORNIA		(Continued)	Total : 157.02
158036	8/25/2016	092286	VERIZON WIRELESS	9767839509	ELEC- CELLULAR SERVICES 520-8000-8024-2310-0930-200	1,329.02 Total : 1,329.02
158037	8/25/2016	093406	VERIZON WIRELESS	9768927229	PD- CELLULAR SERVICES 100-6070-6071-2310-0000-000	1,293.26
			9768927231	054302	FIRE- CELLULAR SERVICES	
			9768927245	054302	100-6090-6091-2310-0000-000	2.20
			9768927246	054302	FIRE- CELLULAR SERVICES	143.39
				054302	100-6090-6091-2310-0000-000	53.79
				054302	DEV SVSC- CELLULAR SERVICES	489.72
					Total : 1,982.36	
158038	8/25/2016	093660	VOHNE LICHE KENNELS, INC.	11124	PD- K-9/ HANDLER TRAINING 100-6070-6071-1160-0000-000	175.00 Total : 175.00
158039	8/25/2016	093071	VOYAGER FLEET SYSTEMS INC.	869246439631	PD- FUEL FOR CITY VEHICLES 100-6070-6071-2210-0000-000	247.00 Total : 247.00
158040	8/25/2016	000159	W W GRAINGER, INC	9177751246	INV- HARDWARE SUPPLIES 100-1500-000	422.39
			9181343709		100-1500-000	33.79
				016528	INV- HARDWARE SUPPLIES	171.72
					100-1500-000	13.74
					Total : 641.64	
158041	8/25/2016	000159	W W GRAINGER, INC	9172291628	ELEC- MAINTENANCE SUPPLIES 520-8000-8003-2301-0921-000	45.58
			9172291636	054304	ELEC- MAINTENANCE SUPPLIES	260.85
				054304	520-8000-8003-2301-0921-000	

Bank code :		boa						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount		
158041	8/25/2016	000159	000159 W W GRAINGER, INC		(Continued)		Total :	306.43
158042	8/25/2016	000188	WAXIE	76119477		BM- JANITORIAL SUPPLIES		
					054306	605-6150-6211-2250-6071-000		149.34
						605-6150-6211-2250-6071-000		11.95
							Total :	161.29
158043	8/25/2016	094034	WE-DO EQUIPMENT REPAIR & SUPPL	W117326		INV- LANDSCAPING SUPPLIES		
					016527	100-1500-000		295.40
						100-1500-000		23.63
							Total :	319.03
158044	8/25/2016	003171	WEST VALLEY WATER DISTRICT	23577-23504- 0816		LLMD- WATER SERVICES		
				24015-23926- 08/16		702-6150-6210-2320-0000-000		51.61
				24843-24702- 0816		LLMD- WATER SERVICES		
						702-6150-6210-2320-0000-000		51.61
				25241-25078- 0816		LLMD- WATER SERVICES		
						702-6150-6210-2320-0000-000		70.02
				25493-25320- 0816		LLMD- WATER SERVICES		
						702-6150-6210-2320-0000-000		74.28
				25495-25322- 0816		LLMD- WATER SERVICES		
						702-6150-6210-2320-0000-000		50.82
				25875-25680- 08/16		LLMD- WATER SERVICES		
						702-6150-6210-2320-0000-000		171.98
				26061-25862- 0816		LLMD- WATER SERVICES		
						702-6150-6210-2320-0000-000		100.91
				26529-26320- 0816		LLMD- WATER SERVICES		
						702-6150-6210-2320-0000-000		25.05
							Total :	666.30
158045	8/25/2016	002306	WILLDAN ENGINEERING	002-16981		DEV. SVCS- CRYSTAL RIDGE DEV. PROJECT		
					054227	762-2335-000		540.00
							Total :	540.00
158046	8/25/2016	003646	WILLDAN FINANCIAL SERVICES	010-31990		ARBITRAGE REBATE SERVICES~		

Bank code :		boa				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158046	8/25/2016	003646 WILLDAN FINANCIAL SERVICES	(Continued)		350-7700-7707-2380-0000-000	1,250.00
Total :						1,250.00
158047	8/25/2016	cbc0981 WILLIAMS, CHRISTIAN	00370340		CLOSING BILL CREDIT 520-2450-232	269.61
Total :						269.61
158048	8/25/2016	cbc0986 WILLIAMS, YOLANDA	00190570		CLOSING BILL CREDIT 520-2450-232	47.79
Total :						47.79
158049	8/25/2016	058702 YETT, LONNIE	09/27-09/30/16		PD- PER DIEM (SPILLMAN USERS' CONF) 100-6070-6071-1160-0000-000	125.00
Total :						125.00
158050	8/25/2016	060499 ZAPATA, ADRIAN	OPT REIM 15/17		ELEC- OPTICAL REIMBURSEMENT 520-8000-8003-1101-0926-000	300.00
Total :						300.00
742157	8/18/2016	000214 PERS-PAYROLL REPORT	07/21/16- 25057		RETIREMENT CONTRIBUTION 762-2080-000	6,455.31
Total :						6,455.31
3640000	8/12/2016	044885 U S BANK	2007 TAX PENSION8/16		DEBT SVC (2007 TAXABLE PENSION) 358-1090-000	2,827,909.18
Total :						2,827,909.18
7665100	8/17/2016	035929 BANK OF AMERICA	FEDERAL 8/18/16		FEDERAL TAXES 762-2200-000	153,487.49
Total :						153,487.49
7665900	8/17/2016	035929 BANK OF AMERICA	STATE 08/18/16		STATE TAXES 762-2010-000	48,293.74
Total :						48,293.74
9521500	8/18/2016	003755 SO CALIF PUBLIC POWER AUTH	HU 0816		ELEC- POWER COSTS- HOOVER 520-8000-8006-2330-0555-100	6,313.65

Bank code :		boa						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount		
9521500	8/18/2016	003755	003755 SO CALIF PUBLIC POWER AUTH	(Continued)			Total : 6,313.65	
10100000	8/11/2016	003754	SO CALIF PUBLIC POWER AUTH	SJ 0816	ELEC- POWER COSTS- SAN JUAN 520-8000-8006-2330-0555-300	1,179,696.00	Total : 1,179,696.00	
11505696	8/22/2016	048436	COLTON PUBLIC UTILITIES	11505696	ELECTRIC TOU BILL FOR WWTP 522-8200-8200-2320-0000-000	68,635.60	Total : 68,635.60	
11527050	8/22/2016	048436	COLTON PUBLIC UTILITIES	11527050	ELECTRIC TOU BILL FOR WWTP 522-8200-8200-2320-0000-000	71,641.69	Total : 71,641.69	
11528622	8/11/2016	048436	COLTON PUBLIC UTILITIES	11528622	ELECTRIC TOU BILLS- WELLS 521-8100-8101-2320-0000-000	165,455.71	Total : 165,455.71	
32036000	8/15/2016	046969	NORESCO	32036	ELEC- O & M SERVICES - AGUA MANS/ 520-8000-8009-2225-0548-000	104,519.11	Total : 104,519.11	
74215300	8/18/2016	000214	PERS-PAYROLL REPORT	07/21/16- 68	RETIREMENT CONTRIBUTION 762-2080-000	117,874.85	Total : 117,874.85	
74215400	8/18/2016	000214	PERS-PAYROLL REPORT	07/21/16- 69	RETIREMENT CONTRIBUTION 762-2080-000	27,509.53	Total : 27,509.53	
74215500	8/18/2016	000214	PERS-PAYROLL REPORT	07/21/16- 70	RETIREMENT CONTRIBUTION 762-2080-000	40,977.32	Total : 40,977.32	
74215700	8/18/2016	000214	PERS-PAYROLL REPORT	07/21/16- 25056	RETIREMENT CONTRIBUTION 762-2080-000	4,913.93	Total : 4,913.93	

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
74215800	8/18/2016	000214 PERS-PAYROLL REPORT	07/21/16- 26038		RETIREMENT CONTRIBUTION 762-2080-000	22,810.97 Total : 22,810.97
74216000	8/18/2016	000214 PERS-PAYROLL REPORT	07/21/16- 15026		RETIREMENT CONTRIBUTION 762-2080-000	6,287.47 Total : 6,287.47
74217200	8/18/2016	003893 ING	PP 08/18/16		457 DEF COMP & LOAN PAYMENT 762-2040-000 762-2045-000	11,057.99 583.93 Total : 11,641.92
74334600	8/22/2016	003672 CALIFORNIA PUBLIC EMPLOYEES'	1000000014810839		FIN- GASB 68 REPORTING FEES 100-6040-6041-2350-0000-000	3,900.00 Total : 3,900.00
100252531	8/11/2016	058819 CALIFORNIA INDEPENDENT	2016080931-33031530		ELECTRIC TRANSMISSION SERVICE 520-8000-8006-2330-0555-710 520-7907-000	65.77 368.20 Total : 433.97
665781816	8/17/2016	003772 STATE OF CALIFORNIA	PP 08/18/16		CHILD SUPPORT PAYMENTS 762-2150-000	2,985.97 Total : 2,985.97
908994176	8/11/2016	000901 EMPLOYMENT DEVELOPMENT DEPT	L1828214464		RISK- UNEMPLOYMENT BENEFITS 607-6040-8601-2262-0000-000	2,488.00 Total : 2,488.00
199 Vouchers for bank code : boa						Bank total : 5,767,154.70
199 Vouchers in this report						Total vouchers : 5,767,154.70

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
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Stacey Dabbs
Acting Finance Director



Aurelio De La Torre
City Treasurer

Check History Listing
City of Colton

Bank code: boa

Check #	Date	Vendor	Status	Clear/Void Date	Invoice	Inv. Date	Amount Paid	Check Total
155166	03/31/2016	025906 HOME DEPOT	V	08/11/2016	1021179	03/08/2016	109.14	109.14
156275	05/24/2016	cbc0756 CHRISTIAN MONROY	V	08/22/2016	00420930	04/19/2016	134.52	134.52
156653	06/16/2016	093854 SIGNATURE SYSTEMS GROU	V	08/22/2016	20039867	06/03/2016	159.34	159.34
157181	07/14/2016	cbc0884 SARA GARCIA	V	08/22/2016	00290165	06/07/2016	68.91	68.91
157212	07/14/2016	093595 LINKO TECHNOLOGY	V	08/10/2016	4568	12/16/2015	1,480.00	1,480.00
157321	07/21/2016	039612 SAN BERNARDINO SHERIFF'S	V	08/10/2016	07/30/16	07/12/2016	50.00	50.00
157451	07/28/2016	093406 VERIZON WIRELESS	V	08/10/2016	842903584001	06/01/2016	1,020.55	1,020.55
157724	08/11/2016	093712 SIEMENS INDUSTRY INC.	V	08/11/2016	5620006474	04/18/2016	5,048.92	
			V	08/11/2016	5610011599	04/18/2016	4,165.00	
			V	08/11/2016	5620008092	04/27/2016	1,365.00	10,578.92
157781	08/18/2016	048861 CITIZENS BUSINESS BANK	V	08/24/2016	06-024-AF- 09/16	08/18/2016	37,500.00	37,500.00
157825	08/18/2016	041081 MISSION LINEN SUPPLY & UN	V	08/18/2016			0.00	0.00

boa Total: 51,101.38

10 checks in this report

Total Checks: 51,101.38

COLTON
Payroll Disbursement Listing
Payperiod Dates: 7/30/2016 to 8/12/2016

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
City Council		
113464	6000	0.00
113465	6000	2,297.30 Regular Salary
113466	6000	259.27
113467	6000	1,212.74
113468	6000	274.04
113469	6000	274.04
113470	6000	252.41
113471	6000	1,191.41
113472	6000	259.27
936209	6000	274.04
	Subtotal	<u>6,294.52</u>
City Clerk		
113473	6010	721.33
113474	6010	4,090.21 Regular Salary/Leave Cashout
113475	6010	1,589.12
	Subtotal	<u>6,400.66</u>
City Manager		
113476	6020	1,975.34
113477	6020	4,633.94 Regular Salary
	Subtotal	<u>6,609.28</u>
Human Resources		
113478	6030	2,113.10
113479	6030	1,920.43
113480	6030	2,722.92
	Subtotal	<u>6,756.45</u>
Finance		
113463	6040	10,733.54 Leave Cashout
113481	6040	3,221.75 Regular Salary
113482	6040	1,505.30
113483	6040	1,796.20
113484	6040	1,322.87
113485	6040	1,360.10
113486	6040	1,584.67
113487	6040	1,453.68
113488	6040	1,433.23
113489	6040	1,871.80
113490	6040	1,237.92
113491	6040	1,876.70

COLTON
Payroll Disbursement Listing
Payperiod Dates: 7/30/2016 to 8/12/2016

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
113492	6040	1,539.09
113493	6040	1,347.79
113494	6040	1,258.77
113495	6040	1,564.34
113496	6040	1,430.01
113497	6040	1,241.29
113498	6040	2,756.73
113779	6040	1,816.77
113780	6040	1,563.18
113781	6040	1,637.78
113782	6040	2,279.06
113783	6040	1,832.06
113784	6040	3,850.66 Regular Salary/Leave Cashout
	Subtotal	53,515.29
City Treasurer		
113499	6060	1,350.62
	Subtotal	1,350.62
Police		
113500	6070	2,577.05
113501	6070	2,017.19
113502	6070	1,907.22
113503	6070	2,750.12
113504	6070	1,724.37
113505	6070	2,457.49
113506	6070	1,214.54
113507	6070	3,446.76
113508	6070	1,684.99
113509	6070	2,692.64
113510	6070	2,480.79
113511	6070	2,071.34
113512	6070	3,270.79
113513	6070	2,621.52
113514	6070	2,902.95
113515	6070	1,397.09
113516	6070	4,127.85 Regular Salary/OT
113517	6070	1,734.21
113518	6070	4,449.12 Regular Salary/OT
113519	6070	1,806.97
113520	6070	1,909.01
113521	6070	472.70
113522	6070	3,543.64
113523	6070	2,707.08
113524	6070	1,729.50
113525	6070	434.23
113526	6070	2,386.55
113527	6070	3,376.65

COLTON
Payroll Disbursement Listing
Payperiod Dates: 7/30/2016 to 8/12/2016

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
113528	6070	476.99
113529	6070	3,210.25
113530	6070	1,703.64
113531	6070	3,675.25
113532	6070	1,948.11
113533	6070	2,290.48
113534	6070	2,568.38
113535	6070	1,297.19
113536	6070	2,940.52
113537	6070	1,730.91
113538	6070	3,468.21
113539	6070	2,356.80
113540	6070	1,556.25
113541	6070	2,853.03
113542	6070	1,448.28
113543	6070	3,878.79
113544	6070	2,051.02
113545	6070	2,387.75
113546	6070	1,860.87
113547	6070	1,429.44
113548	6070	3,179.19
113549	6070	2,225.91
113550	6070	1,485.61
113551	6070	2,472.57
113552	6070	2,047.50
113553	6070	2,414.72
113554	6070	4,818.45 Regular Salary
113555	6070	2,217.01
113556	6070	1,945.11
113557	6070	723.41
113558	6070	2,569.09
113559	6070	2,409.48
113560	6070	2,396.33
113561	6070	3,093.27
113562	6070	1,349.04
113563	6070	1,718.55
113564	6070	2,537.25
113565	6070	939.96
113566	6070	3,326.57
113567	6070	1,934.73
113568	6070	2,493.64
113569	6070	3,543.58
113570	6070	2,667.29
113571	6070	295.20
113572	6070	2,277.74
113573	6070	3,229.19
113574	6070	2,509.31
113575	6070	2,504.84
113576	6070	2,773.31

COLTON
Payroll Disbursement Listing
Payperiod Dates: 7/30/2016 to 8/12/2016

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
113577	6070	2,459.32
936183	6070	102.91
936184	6070	197.10 Boot Allowance
936185	6070	102.91
936186	6070	197.10 Boot Allowance
936187	6070	197.10 Boot Allowance
936188	6070	197.10 Boot Allowance
936189	6070	197.10 Boot Allowance
936190	6070	197.10 Boot Allowance
936191	6070	102.91
936192	6070	43.76
936193	6070	102.91
936194	6070	52.51
936195	6070	185.95 Boot Allowance
936196	6070	185.95 Boot Allowance
936197	6070	102.91
936198	6070	102.91
936199	6070	102.91
936200	6070	197.10 Boot Allowance
936201	6070	752.22
936202	6070	52.51
936210	6070	390.09
	Subtotal	<u>185,346.75</u>

Fire

113578	6090	7,767.70 Regular Salary/Staffing
113579	6090	6,086.18 Regular Salary/Staffing
113580	6090	6,181.60 Regular Salary/Staffing
113581	6090	4,172.49 Regular Salary/Staffing
113582	6090	3,341.50
113583	6090	5,947.75 Regular Salary/OT
113584	6090	3,841.50
113585	6090	2,034.05
113586	6090	4,161.55 Regular Salary/Staffing
113587	6090	3,880.59
113588	6090	5,123.97 Regular Salary/Staffing
113589	6090	0.00
113590	6090	2,022.63
113591	6090	3,056.56
113592	6090	2,997.31
113593	6090	5,259.71 Regular Salary/Staffing
113594	6090	5,678.79 Regular Salary/Staffing
113595	6090	4,232.72 Regular Salary/Staffing
113596	6090	4,456.43 Regular Salary/Staffing
113597	6090	5,680.56 Regular Salary/Staffing
113598	6090	4,720.18 Regular Salary/Staffing
113599	6090	6,459.51 Regular Salary/Staffing
113600	6090	3,022.63
113601	6090	3,919.43

COLTON
Payroll Disbursement Listing
Payperiod Dates: 7/30/2016 to 8/12/2016

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
113602	6090	3,319.87
113603	6090	7,477.62 Regular Salary/Staffing
113604	6090	6,127.33 Regular Salary/Staffing
113605	6090	5,228.24 Regular Salary/Staffing
113606	6090	5,272.30 Regular Salary/Staffing
113607	6090	9,409.57 Regular Salary/Staffing
113608	6090	3,504.84
113609	6090	6,056.05 Regular Salary/Staffing
113610	6090	2,291.73
936203	6090	94.00
936204	6090	94.00
936205	6090	94.00
936206	6090	94.00
936207	6090	94.00
936208	6090	94.00
113611	6090	3,624.80
	Subtotal	156,921.69

Public Works

113612	6150	534.44
113613	6150	1,194.56
113614	6150	4,114.45 Regular Salary/OT
113615	6150	1,577.73
113616	6150	1,787.76
113617	6150	171.55
936211	6150	1,386.26
936212	6150	1,298.09
936213	6150	1,361.05
936214	6150	487.99
936215	6150	659.96
936216	6150	2,141.57
113618	6150	1,654.51
113619	6150	3,865.81 Regular Salary
113620	6150	2,732.70
936217	6150	3,079.26 Regular Salary/Leave Cashout
113621	6150	1,455.25
113622	6150	1,763.06
113623	6150	473.72
113624	6150	2,261.22
113625	6150	2,207.39
113626	6150	1,117.18
113627	6150	1,166.14
936218	6150	1,779.86
936219	6150	1,301.09
936220	6150	1,180.88
113785	6150	2,221.87
113786	6150	2,034.57
113787	6150	2,117.21
936244	6150	515.29
	Subtotal	49,642.42

COLTON
Payroll Disbursement Listing
Payperiod Dates: 7/30/2016 to 8/12/2016

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
Community Services		
113628	6200	672.36
113629	6200	202.83
113630	6200	405.77
113631	6200	367.59
113632	6200	372.95
113633	6200	582.23
113634	6200	265.10
113635	6200	693.89
113636	6200	546.21
113637	6200	3,361.40 Regular Salary
113638	6200	1,583.63
113639	6200	206.12
113640	6200	289.76
113641	6200	721.93
113642	6200	540.28
113643	6200	507.30
113644	6200	861.60
113645	6200	528.81
113646	6200	356.62
113647	6200	309.48
113648	6200	443.00
113649	6200	572.85
113650	6200	295.85
113651	6200	2,980.38 Regular Salary/Leave Cashout
113652	6200	648.57
113653	6200	209.57
113654	6200	640.42
113655	6200	498.47
113656	6200	1,761.58
113657	6200	1,516.48
113658	6200	94.27
113659	6200	483.76
113660	6200	704.32
113661	6200	730.22
113662	6200	409.47
113663	6200	275.43
113664	6200	366.79
113665	6200	431.51
113666	6200	3,553.05 Regular Salary/Leave Cashout
113667	6200	430.77
113668	6200	864.12
113669	6200	554.60
113670	6200	1,540.47
113671	6200	178.25
936221	6200	567.98
936222	6200	244.76

COLTON
Payroll Disbursement Listing
Payperiod Dates: 7/30/2016 to 8/12/2016

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
936223	6200	433.44
936224	6200	419.36
936225	6200	313.91
936226	6200	118.67
936227	6200	525.47
936228	6200	359.20
936229	6200	473.30
936230	6200	504.08
936231	6200	329.98
936232	6200	464.29
936233	6200	711.31
936234	6200	405.47
113672	6200	730.03
113673	6200	551.12
113674	6200	444.24
936235	6200	106.79
936236	6200	326.41
Subtotal		41,589.87

Library

113675	6250	653.20
113676	6250	594.52
113677	6250	473.17
113678	6250	484.43
113679	6250	659.42
113680	6250	2,456.08 Regular Salary
936237	6250	826.15
Subtotal		6,146.97

Development Services

113681	6300	1,523.50
113682	6300	2,635.97
113683	6300	2,072.13
113684	6300	1,391.08
113685	6300	2,612.48
113686	6300	1,745.36
113687	6300	3,019.62
113688	6300	4,339.07 Regular Salary
113689	6300	3,048.45
113690	6300	2,006.18
Subtotal		24,393.84

Child Care

113691	7200	404.97
113692	7200	490.31
113693	7200	533.91
113694	7200	579.00

COLTON
Payroll Disbursement Listing
Payperiod Dates: 7/30/2016 to 8/12/2016

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
113695	7200	1,974.46
113696	7200	2,683.42 Regular Salary
113697	7200	646.41
936238	7200	564.27
113698	7200	1,531.82
113699	7200	591.28
113700	7200	694.95
113701	7200	672.37
113702	7200	555.18
113703	7200	801.59
113704	7200	582.95
113705	7200	680.41
Subtotal		13,987.30

Electric

113706	8000	3,730.36 Regular Salary/OT
113707	8000	3,119.66 Regular Salary/OT
113708	8000	2,612.13
113709	8000	3,251.84 Regular Salary/OT
113710	8000	243.10
113711	8000	2,640.50
113712	8000	3,235.09 Regular Salary
113713	8000	1,297.06
113714	8000	3,714.66 Regular Salary/OT
113715	8000	3,558.45 Regular Salary/OT
113716	8000	2,241.95
113717	8000	1,776.31
113718	8000	2,547.05
113719	8000	1,682.83
113720	8000	550.02
113721	8000	3,202.65 Regular Salary/OT
113722	8000	2,390.51
113723	8000	2,510.38
113724	8000	4,354.33 Regular Salary/OT
113725	8000	3,792.67 Regular Salary/OT
113726	8000	2,323.01
113727	8000	3,734.89 Regular Salary
113728	8000	2,974.52
113729	8000	2,460.07
113730	8000	2,163.41
113731	8000	3,057.44
113732	8000	1,947.08
936239	8000	4,547.46 Regular Salary/OT
936240	8000	3,815.82 Regular Salary/OT
936241	8000	3,839.93 Regular Salary/OT
936242	8000	4,235.24 Regular Salary/OT
113733	8000	2,206.87
113734	8000	4,858.51 Regular Salary
113735	8000	1,298.47

COLTON
Payroll Disbursement Listing
Payperiod Dates: 7/30/2016 to 8/12/2016

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
113736	8000	2,087.10
113737	8000	1,782.96
113738	8000	2,279.48
113739	8000	2,735.83
113740	8000	3,624.55 Regular Salary/OT
113741	8000	1,427.46
Subtotal		109,851.65

Water Utility

113742	8100	1,772.72
113743	8100	2,397.13
113744	8100	3,134.56 Regular Salary/OT
113745	8100	3,227.17 Regular Salary/OT
113746	8100	1,935.71
113747	8100	3,059.41 Regular Salary/Leave Cashout
113748	8100	1,726.68
113749	8100	1,742.38
113750	8100	1,734.30
113751	8100	2,675.37
113752	8100	3,104.18 Regular Salary/OT
113753	8100	4,590.91 Regular Salary/OT
113754	8100	1,684.71
113755	8100	1,949.45
936243	8100	1,530.08
Subtotal		36,264.76

Wastewater Utility & Storm Water

113760	8200	3,648.26 Regular Salary/OT
113761	8200	2,924.14
113762	8200	1,222.89
113763	8200	2,708.08
113764	8200	2,464.62
113765	8200	305.28
113766	8200	1,812.37
113767	8200	2,253.24
113768	8200	2,437.95
113769	8200	1,906.36
113770	8200	2,764.14
113771	8200	2,489.50
113772	8200	1,743.71
113773	8200	2,293.53
113774	8200	1,775.73
113775	8200	1,774.81
113776	8200	2,126.68
113777	8200	1,297.72
113778	8200	2,270.13
Subtotal		40,219.14

COLTON
Payroll Disbursement Listing
Payperiod Dates: 7/30/2016 to 8/12/2016

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
Wastewater Administration		
113756	8300	1,215.95
113757	8300	4,653.28 Regular Salary
113758	8300	3,048.21
113759	8300	2,712.70
	Subtotal	<u><u>11,630.14</u></u>
 Successor Agency for Redevelopment		
113788	9000	3,188.18 Regular Salary
	Subtotal	<u><u>3,188.18</u></u>
 Grand Total		 <u><u>760,109.53</u></u>



 Stacey Dabbs, Finance Manager



 Aurelio De La Torre, Treasurer

ORDINANCE NO. O-16-16

1
2
3 AN ORDINANCE OF THE OF THE CITY COUNCIL OF THE CITY OF COLTON,
4 CALIFORNIA, AMENDING PORTIONS OF CHAPTER 8.05 RELATING TO
5 ABANDONED AND DISTRESSED RESIDENTIAL PROPERTY AND ADDING
6 CHAPTER 8.16 RELATING TO THE REGISTRATION AND MAINTENANCE OF
7 VACANT AND ABANDONED COMMERCIAL AND INDUSTRIAL PROPERTY
8

9 WHEREAS, pursuant to article XI, section 7, of the California Constitution, the City of
10 Colton ("City") may make and enforce within its limits all local, police, sanitary, and other
11 ordinances and regulations not in conflict with general laws; and
12

13 WHEREAS, the City has determined that the presence of vacant, abandoned properties
14 (and structures thereon) has detrimental effects upon the health, safety, and welfare of the City's
15 residents, businesses, visitors, and the general public, including, but not limited to, creating an
16 attractive public nuisance; contributing to lower property values; creation of hazards resulting from
17 mosquito, vermin, and vector; contributing to increased criminal activities; discouraging potential
18 buyers from purchasing property or conducting business activities adjacent to or within the vicinity
19 of vacant, abandoned real property; and,
20

21 WHEREAS, many vacant, abandoned properties (and structures thereon) are the
22 responsibility of out-of-area or out-of-state owners, lenders and trustees, who, in many instances,
23 fail to adequately maintain and secure these vacant properties;
24

25 WHEREAS, the Legislature of the State of California, in adopting section 2929.3 of the
26 California Civil Code (requiring owners of vacant residential property acquired at a foreclosure
27 sale or by foreclosure under a mortgage or deed of trust to adequately maintain the property and to
28 abate any violations thereat) specifically provides that said section does not preempt any local

1 ordinance; and

2 **WHEREAS**, the City Council of the City of Colton has an obligation to take actions that
3 preserve the health, safety, and welfare of its residents, businesses, and the general public;

4

5 **WHEREAS**, the City Council of the City of Colton has determined that revisions to its
6 existing vacant and abandoned property ordinance are necessary:

7 1. To prevent residential neighborhoods and commercial and industrial areas from
8 becoming blighted;

9 2. To ensure adequate maintenance and/or security of commercial, industrial and
10 residential properties;

11 3. To protect citizens from health and safety hazards; and

12 4. To promote the economic stability of the City by maintaining property values.

13

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

16

17 **SECTION 1.** In order to protect the public the public peace, health and safety, the City
18 Council of the City of Colton finds as follows:

19 A. The Recitals stated above are true and correct and are incorporated herein by
20 reference.

21 B. Based upon the Recitals, the City Council finds it necessary to amend and restate
22 portions of the Colton Municipal Code (“CMC”) to adopt measures to preserve the health, safety
23 and welfare of the community.

24 C. All legal prerequisites to the adoption of this Ordinance have occurred.

25

26 **SECTION 2.** Portions of Chapter 8.05 of the Colton Municipal Code are hereby amended
27 to read as follows:

28 A. The title of the chapter is amended to read as follows:

1
2 **“Chapter 8.05 - ABANDONED AND DISTRESSED RESIDENTIAL PROPERTY”**

3 B. Section 8.05.010 of the Colton Municipal Code is amended to read as follows:

4 **“8.05.010 - Purpose.**

5 The purpose of this municipal code chapter is to establish uniform and reasonable
6 regulations to prevent the detrimental effects associated with abandoned and distressed residential
7 properties. To that end, this section establishes an abandoned and distressed residential property
8 registration program that requires adequate maintenance and security of abandoned residential
9 properties.”

10 C. The definition of “abandoned property” contained in section 8.050.020 of the Colton
11 Municipal Code is amended to read as follows:

12 "Abandoned Property" means a residentially-used real property that is vacant and either: (a) the
13 subject of a current Notice of Default and/or Notice of Trustee's Sale; (b) the subject of a pending
14 tax Assessors lien Sale; (c) the subject of a Foreclosure Sale where the title was retained by or
15 transferred to the Beneficiary of a Deed of Trust involved in the Foreclosure; (d) has been
16 transferred under a Deed in Lieu of Foreclosure/Sale; or (e) the Property has been surrendered or
17 deserted in contemplation or threat of Foreclosure.

18 D. The definition of “property” contained in section 8.050.020 of the Colton Municipal
19 Code is amended to read as follows:

20 "Property" means any unimproved or improved real property, or portion thereof, situated in
21 the incorporated territory of the City of Colton, designed and permitted to be used for dwelling or
22 residential purposes and includes the buildings or structures located on the property.”

23
24 **SECTION 3.** Chapter 8.16 is hereby added to the Colton Municipal Code to read as follows:

25
26 **“Chapter 8.16 – REGISTRATION AND MAINTENANCE OF VACANT AND**
27 **ABANDONED COMMERCIAL AND INDUSTRIAL PROPERTY**

28 **Sections:**

- 1 **8.16.010 – Purpose**
- 2 **8.16.020 – Definitions**
- 3 **8.16.030 – Property Owner Responsibilities**
- 4 **8.16.040 – Bonding and Fencing Requirements for Vacant Commercial or**
- 5 **Industrial Buildings**
- 6 **8.16.050 – Registration Requirements for Vacant Property**
- 7 **8.16.060 – Registration Fees**
- 8 **8.16.070 – Monitoring Program & Purpose**
- 9 **8.16.080 – Monitoring Program Procedures**
- 10 **8.16.090 – Local Property Management Requirement**
- 11 **8.16.100 – Enforcement**
- 12 **8.16.110 – Joint and Several Liability**

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Section 8.16.010 – Purpose.

Vacant buildings are a major cause and source of blight in both residential and nonresidential neighborhoods, especially when the owner of the building fails to actively maintain and manage the building to ensure that it does not become a liability to the neighborhood. Vacant buildings (whether or not those buildings are boarded), substandard, or unkempt buildings, and long-term vacancies discourage economic development and retard appreciation of property values. Vacant buildings are potential fire hazards and can jeopardize the ability of owners of neighboring property from securing or maintaining affordable fire insurance. It is the responsibility of property ownership to prevent owned property from becoming a burden to the neighborhood and community and a threat to the public health, safety, or welfare. One vacant building which is not actively and well maintained and managed can be the core and cause of spreading blight. It is the purpose and intent of the city council, through the adoption of this chapter, to define the responsibilities of owners of, and to establish registration and monitoring programs for, vacant commercial, and/or industrial buildings and properties.

1 **Section 8.16.020 – Definitions.**

2 In construing the provisions of this chapter, the following definitions shall apply:

3 “Agreement” means any written instrument that transfers or conveys title to real property
4 from one owner to another after a sale, trade, transfer or exchange.

5 “Beneficiary” means a lender participating in a real property transaction that holds a secured
6 interest in the real property in question identified in a deed of trust.

7 “Boarded building” means a vacant building or portion of a vacant building whose doors
8 and windows have been covered with plywood or other material for the purpose of preventing entry
9 into the vacant building by persons or animals.

10 “Building” means any structure, including, but not limited to, any commercial, industrial,
11 or assembly structure, approved for occupancy on either a lot of record or within a single project
12 approved by the city pursuant to the city’s Development Code or applicable specific plan.

13 “Buyer” means any person, partnership, association, corporation, fiduciary or other legal
14 entity that agrees to transfer anything of value in consideration for real property via an
15 “Agreement.”

16 “Chief building official” means manager of the city building division for the city or the
17 designee of the chief building official.

18 “Days” means calendar days.

19 “Deed in lieu of foreclosure” means a recorded instrument that transfers ownership of real
20 property between parties to a particular deed of trust as follows: from the trustor, i.e., borrower, to
21 the trustee upon consent of the beneficiary, i.e., lender.

22 “Deed of trust” means an instrument whereby an owner of real property, as trustor, transfers
23 a secured interest in the real property in question to a third party trustee, said instrument relating to
24 a loan issued in the context of a real property transaction. This definition applies to any and all
25 subordinate deeds of trust, i.e., second trust deed, third trust deed, etc.

26 “Default” means the material breach of a legal or contractual duty arising from or relating
27 to a deed of trust, such as a trustor’s failure to make a payment when due.

28 “Distressed” means any building, structure or real property that is subject to a current notice

1 of default and/or notice of trustee’s sale, pending tax assessors lien sale, and/or any real property
2 conveyed via a foreclosure sale resulting in the acquisition of title by an interested beneficiary of a
3 deed of trust, and/or any real property conveyed via a deed in lieu of foreclosure or sale, regardless
4 of vacancy or occupancy by a person with no legal right of occupancy.

5 “Evidence of vacancy” means any real property condition that independently, or in the
6 context of the totality of circumstances relevant to that real property, would lead a reasonable
7 enforcement official to believe that a property is vacant or occupied by a person without a legal
8 right of occupancy. Such real property conditions include, but are not limited to:

9 1. With respect to commercial/industrial: property: overgrown or dead
10 vegetation in landscape; accumulation of newspapers, circulars, flyers or mail; past due utility
11 notices or disconnected utilities; accumulation of trash, junk or debris; the absence of window
12 coverings such as curtains, blinds or shutters; the absence of furnishings or equipment items
13 consistent with commercial/industrial use; abandoned and/or damaged signs and other advertising
14 structures; graffiti; severely cracked, buckled or damaged asphalt or concrete parking areas; and/or
15 statements by neighbors, passersby, delivery agents, government employees that the property is
16 vacant.

17 “Foreclosure” means the process by which real property subject to a deed of trust is sold to
18 satisfy the debt of a defaulting trustor (i.e., borrower).

19 “Hearing officer” means an individual or board as designated by the city manager to conduct
20 hearings, including appeals hearings, and make decisions as provided in this code.

21 “Local” means within forty (40) driving miles of the building, structure or real property in
22 question.

23 “Notice of default” means a recorded instrument that reflects and provides notice that a
24 default has taken place with respect to a deed of trust, and that a beneficiary intends to proceed with
25 a trustee’s sale.

26 “Out of area” means in excess of forty (40) road or driving miles of the subject property.

27 “Owner” means any person, partnership, association, corporation, fiduciary or other legal
28 entity having a legal or equitable title or any interest in real property.

1 “Owner of record” means the person holding recorded title to the real property in question
2 at any point in time when official records are produced by the San Bernardino County recorder’s
3 office.

4 “Property” means any unimproved or improved real property or portion thereof, situated in
5 the city and includes the buildings or structures located on the property regardless of condition.

6 “Trustee” means any person, partnership, association, corporation, fiduciary or other legal
7 entity holding a deed of trust securing an interest in real property.

8 “Trustor” means any owner/borrower identified in a deed of trust, who transfers an interest
9 in real property to a trustee as security for payment of a debt by that owner/borrower.

10 “Vacant building” means a building where at least thirty-five (35) percent of the total floor
11 area within the building is not occupied.

12 “Vacant shopping center/industrial complex” means a shopping center or industrial
13 complex on a single property containing one or more buildings where fifty (50) percent of the gross
14 leasable area is not occupied.

15 **Section 8.16.030 – Property Owner Responsibilities.**

16 (a) No person, firm, partnership, corporation or other entity shall allow a commercial
17 or industrial building designed for human use or occupancy to stand vacant for more than forty-
18 five (45) days, unless the owner establishes by substantial evidence to the reasonable satisfaction
19 of the chief building official that one of the following applies:

20 (1) The building is the subject of an active building permit for repair or
21 rehabilitation and the owner is progressing diligently to complete the repair or rehabilitation;

22 (2) The building meets all applicable codes, is actively maintained in accordance
23 with all city ordinances, and is ready for occupancy, and is actively being offered for sale, lease, or
24 rent;

25 (3) The building does not contribute to and is not likely to contribute to blight
26 because the owner is actively maintaining and monitoring the building so that it does not contribute
27 to blight. Active maintenance and monitoring shall include:

28 (A) Maintenance of landscaping and plant materials in good condition,

1 (B) Maintenance of the exterior of the building, including, but not limited
2 to, paint and finishes, in good condition,

3 (C) Regular removal of all exterior trash, debris and graffiti,

4 (D) Maintenance of the building in continuing compliance with all
5 applicable codes and regulations,

6 (E) Prevention of criminal activity on the premises, including but not
7 limited to, use and sale of controlled substances, prostitution and criminal street gang activity,

8 (F) Windows screened with opaque material that is compatible with the
9 building that prevents interior space of the building from being visible from public rights of way or
10 public property,

11 (G) Securing the property in a manner so as not to be accessible to
12 unauthorized persons, including, but not limited to, the replacement of broken windows and the
13 closing and locking of windows, doors (walk-through, sliding and garage), gates and any other
14 opening that may allow access to the interior of the property.

15 (b) The owner of any boarded building, whether boarded by voluntary action of the
16 owner or as a result of enforcement activity by the city, shall cause the boarded building to be
17 rehabilitated for occupancy within ninety (90) days after the building is boarded and shall comply
18 with the provisions of subsection (a) of this section.

19 (c) It is declared a public nuisance for any person, partnership, association, corporation,
20 fiduciary, or other legal entity that owns, leases, occupies, controls or manages any building or
21 property subject to this chapter to cause, permit, or maintain such building or property in violation
22 of subsections (a) or (b) of this section.

23 (d) Upon the expiration of fifty-five (55) days after a premises becomes a vacant
24 building as defined herein, the owner of a vacant commercial or industrial building shall cause said
25 building to be registered as a vacant building pursuant to the provisions of section 8.16.050 of this
26 chapter and shall pay the registration fee required per section 8.16.060 of this chapter. Further, the
27 owner of said vacant building shall comply with the provisions of sections 8.16.070, 8.16.080, and
28 8.16.090 of this chapter relating to local property management requirements and monitoring.

1 **Section 8.16.040 – Bonding and Fencing Requirements for Vacant Commercial or**
2 **Industrial Buildings.**

3 (a) Whenever a vacant commercial or industrial building remains vacant for a period of
4 ninety (90) days or more, in addition to the other requirements of this chapter the owner, beneficiary
5 or trustee, as the case may be, shall post with the city a bond or similar security in an amount equal
6 to three (3) months estimated costs of blight prevention activities, as estimated by the chief building
7 official.

8 (b) Whenever a vacant commercial or industrial building remains vacant for a period of
9 ninety (90) days or more, in addition to the other requirements of this chapter, the owner,
10 beneficiary or trustee, as the case may be, shall cause to be installed a minimum six foot (6') high
11 chain link fence adjacent to the property boundaries, or other alternative fencing acceptable to the
12 development services director that is adequate to protect the public safety and welfare, unless the
13 director determines that the installation of such fencing will be detrimental to the public safety and
14 welfare. Any fencing required under this section may additionally require screening if the director
15 finds it necessary in order to protect the safety, streetscape and overall appearance of the site. The
16 director may promulgate additional fencing standards for vacant properties consistent with this
17 section.

18 **Section 8.16.050 – Registration Requirements for Vacant Property.**

19 (a) Each beneficiary and trustee, who holds a deed of trust on a property located within
20 the City, shall perform an inspection of the property in question prior to recording a notice of default
21 or similar instrument with the San Bernardino County clerk-recorder's office. If the property is
22 found to be vacant or shows evidence of vacancy, as defined by the chapter, it is hereby deemed to
23 be vacant.

24 (b) Within ten (10) days of identification of any vacant property, the beneficiary and
25 trustee must register the property with the chief building official on specified forms.

26 (c) If the property is occupied but distressed, the trustee and beneficiary or a designee
27 shall also inspect the property on a monthly basis until:

28 (1) The trustor or another party remedies the default; or

1 (2) The property is found to be vacant, or shows evidence of vacancy, and is
2 rendered subject to subsection (b).

3 (d) The registration pursuant to subsection (b) shall contain the identity of the
4 beneficiary and trustee, the direct mailing address of the beneficiary and trustee and, in the case of
5 a corporate or out of area beneficiary or trustee, the local property management company, if any,
6 responsible for the security, maintenance and marketing of the property in question.

7 (e) The registration pursuant to subsection (b) shall be renewed annually.

8 (f) An annual registration fee, adopted in conformance with section 8.16.060, shall
9 accompany the submission of each registration form. The fee and registration shall be valid for one
10 (1) year from the date of registration. Registration fees will not be prorated.

11 (g) This section shall also apply to properties that have been the subject of a foreclosure
12 sale wherein title has been transferred to the beneficiary of a deed of trust involved in the
13 foreclosure, and to any properties transferred under a deed in lieu of foreclosure or sale.

14 (h) Properties subject to this chapter shall remain subject to the annual registration
15 requirement, security and maintenance standards of this chapter as long as they remain vacant.

16 (i) Any person, partnership, association, corporation, fiduciary or other legal entity that
17 has registered a property under this chapter must make a written report to the chief building official
18 of any change of information contained in the registration within ten (10) days of the change.

19 (j) The duties/obligations specified in this section shall be joint and several among and
20 between all trustees and beneficiaries and their respective agents.

21 **Section 8.16.060 – Registration Fees.**

22 The fee for registering and reregistering a vacant property shall be set, from time to time,
23 by resolution of the city council. The amount of the fee charges shall not exceed the reasonable
24 estimated cost of administering the provisions of this chapter.

25 **Section 8.16.070 – Monitoring Program & Purpose.**

26 (a) Vacant buildings are a major cause and source of blight in residential and
27 nonresidential neighborhoods, especially when the owner of the building fails to maintain and
28 manage the building to ensure that it does not become a liability to the neighborhood. Vacant

1 buildings often attract transients and criminals, including drug users. Use of vacant buildings by
2 transients and criminals, who may employ primitive cooking or heating methods, creates a risk of
3 fire for the vacant buildings and adjacent properties. Vacant properties are often used as dumping
4 grounds for junk and debris and are often overgrown with weeds and grass. Vacant buildings which
5 are boarded up to prevent entry by transients and other long-term vacancies discourage economic
6 development and retard appreciation of property values.

7 (b) Because of the potential economic and public health, welfare and safety problems
8 caused by vacant buildings, the city needs to monitor vacant buildings, so that they do not become
9 attractive nuisances, are not used by trespassers, are properly maintained both inside and out, and
10 do not become a blighting influence in the neighborhood. City departments involved in such
11 monitoring include the police department, development services department, and the public works
12 department. There is a substantial cost to the city for monitoring vacant buildings (whether or not
13 those buildings are boarded up), which should be borne by the owners of the vacant buildings. The
14 fees for a monitoring program pursuant to the provisions of this chapter shall be separate from and
15 in addition to any registration fees or administrative penalties required or otherwise assessed
16 pursuant to the provisions of this chapter.

17 **Section 8.16.080 – Monitoring Program Procedures.**

18 (a) Authority. The chief building official shall be responsible for administering a
19 program for identifying and monitoring the maintenance of all vacant buildings in the city. The
20 program shall be documented and regularly updated. The program shall be available for public
21 review.

22 (b) Purposes. The purposes of the monitoring program shall be:

- 23 (1) To identify buildings that become vacant;
- 24 (2) To order vacant buildings that are open and accessible to be secured against
25 unlawful entry pursuant to City codes, including the building code, or other applicable law;
- 26 (3) To initiate proceedings against the owner of any vacant building found to be
27 substandard as defined in this chapter or a nuisance under any other provision of this code;
- 28 (4) To maintain surveillance over vacant buildings so that timely enforcement

1 proceedings are commenced in the event a building becomes substandard or a nuisance; and

2 (5) To establish and enforce rules and regulations for the implementation and
3 compliance with the provisions of this Chapter.

4 (c) Fee Imposed. There is imposed upon every owner of a vacant building monitored
5 pursuant to this chapter, an annual vacant building monitoring fee in an initial amount as the city
6 council may establish by resolution, provided that the fee shall not exceed the estimated reasonable
7 cost of monitoring the vacant building. The fee shall be payable as to any building, residential or
8 nonresidential, which:

9 (1) Is boarded up by voluntary action of the owner or as the result of
10 enforcement activities by the city; or

11 (2) Is vacant for more than ninety (90) days for any reason.

12 (d) Fee Deferral. The vacant building monitoring fee may be deferred upon a showing
13 by the owner that:

14 (1) The owner has obtained a building permit and is progressing diligently to
15 repair the premises for occupancy; and

16 (2) The building meets all applicable codes and is actively being offered for sale,
17 lease, or rent; and

18 (3) Imposition of the fee is paid prior to final inspection and/or close of escrow
19 of a pending sale.

20 (e) Procedure. The vacant building monitoring fee shall be billed to the owner of the
21 property and mailed to the owner's address as set forth on the last equalized assessment roll of the
22 San Bernardino County assessor. Any owner billed may apply for a waiver on the grounds set forth
23 in subsection d of this section by submitting a written statement of the grounds for the waiver, and
24 the owner's daytime telephone number, to the chief building official within thirty (30) days after
25 the billing is mailed to the owner. The owner shall provide substantial evidence in support of the
26 owner's statement of the grounds for the waiver. The chief building official shall review the written
27 statement and all related evidence and may contact the owner to discuss the application for waiver.
28 The chief building official shall prepare a written decision which shall be mailed to the owner and

1 shall set forth the reasons for the decision.

2 (f) Any owner aggrieved by the decision of the chief building official relating to an
3 application for waiver may appeal the chief building official's decision to the city manager by filing
4 with the city clerk a written notice of appeal within ten (10) days of the decision. The city manager
5 shall set a time and place for a hearing of such appeal, and notice of such hearing shall be mailed,
6 postage prepaid, to the owner at his or her last known address at least ten (10) days prior to the date
7 set for the hearing. The decision and order of the city manager on such appeal shall be final and
8 conclusive.

9 (g) If the fee is not paid within sixty (60) days after billing, or within sixty (60) days
10 after the decision of the chief building official or the city manager, the city manager may thereupon
11 order that the fee be specially assessed against the property involved. If the city manager orders
12 that the fee be specially assessed against the property, it shall confirm the assessment and thereafter
13 said assessment may be collected at the same time and in the same manner as ordinary real property
14 taxes are collected and shall be subject to the same penalties and the same procedure and sale in
15 case of delinquency as provided for ordinary real property taxes. All laws applicable to the levy,
16 collection, and enforcement of real property taxes are applicable to the special assessment.

17 (h) The city manager may also cause a notice of lien to be recorded. The notice shall, at
18 a minimum, identify the record owner or possessor of the property, set forth the last known address
19 of the record owner or possessor, a description of the real property subject to the lien, and the
20 amount of the fee.

21 **Section 8.16.090 – Local Property Management Requirement.**

22 (a) If a property is determined to be vacant, and the property is owned by a corporation
23 and/or out of area beneficiary, trustee, or owner, a local property management company shall be
24 contracted to perform weekly inspections to verify that the requirements of this section, and any
25 other applicable laws, are being met.

26 (b) The property shall be posted with the name and twenty-four (24) hour contact phone
27 number of the local property management company. The posting shall be no less than eighteen (18)
28 inches by twenty-four (24) inches, shall be of a font that is legible from a distance of forty-five (45)

1 feet, and shall contain the following verbiage:

2 “THIS PROPERTY MANAGED BY _____,” and “TO REPORT
3 PROBLEMS OR CONCERNS CALL (name and phone number).”

4 (c) The posting shall be placed on the interior of a window facing the street to the front
5 of the property so it is visible from the street, or secured to the exterior of the building/structure
6 facing the street of the front of the property so it is visible from the street. If no such area exists,
7 the posting shall be on a stake of sufficient size to support the posting, in a location that is visible
8 from the street to the front of the property, and to the extent possible, not readily accessible to
9 potential vandalism. Exterior posting must be constructed of, and printed with weather resistant
10 materials.

11 (d) The local property management company shall inspect the property on a weekly
12 basis to determine if the property is in compliance with the requirements of this chapter. If the
13 property management company determines the property is not in compliance, it is the company’s
14 responsibility to bring the property into compliance.

15 (e) The duties/obligations specified in this section shall be joint and several among and
16 between all trustees and beneficiaries and their respective agents.

17 **Section 8.16.100 – Enforcement.**

18 (a) Any violation of this chapter shall constitute a public nuisance.

19 (b) Any person, partnership, association, corporation, fiduciary or other legal entity, that
20 owns, leases, occupies, controls or manages any property subject to this chapter and that causes,
21 permits, or maintains a violation of this chapter, shall be guilty of a misdemeanor, and upon
22 conviction thereof, shall be subject to the penalties provided in Chapters 8.02 and 8.05 of this code.
23 Violations shall be treated as a strict liability offense, a violation shall be deemed to have occurred
24 regardless of a violator's intent.

25 (c) If an enforcement official determines a violation of this chapter exists, the
26 enforcement official may issue an administrative citation for each day a violation exists, containing
27 fines up to \$1,000.00 per day, per violation, as provided in section 8.05.090 of this code.

28 (d) This section is intended to be cumulative to, and not in place of, other rights and

1 remedies available to the city pursuant to the City of Colton Municipal Code, including any civil,
2 criminal and/or administrative action.

3 (e) Any and all costs, including attorney's fees, incurred by the City in enforcing this
4 chapter shall be recoverable, and shall constitute a lien and special assessment against the subject
5 property, pursuant to the definitions and procedures in chapters 8.02 and 8.12 and as otherwise
6 provided by this code.

7 **Section 8.16.110 – Joint and Several Liability.**

8 The duties/obligations specified in this chapter shall be joint and several among and
9 between all trustees and beneficiaries and their respective agents. In addition, local property
10 management companies retained pursuant to section 8.16.090 shall also be jointly and severally
11 liable for compliance with this chapter.”

12
13 **SECTION 4.** Based on the entire record before the City Council, and all written and oral
14 evidence presented to the City Council, the City Council hereby finds that this ordinance is exempt
15 from review under the California Environmental Quality Act (“CEQA”), pursuant to Sections
16 15308 since the activity will not result in a direct or reasonably foreseeable indirect physical change
17 in the environment) and implements actions for the protection of the environment.

18
19 **SECTION 5.** If any provision of this Ordinance or the application thereof to any person or
20 circumstance is held invalid, such invalidity shall not affect other provisions or applications of the
21 Ordinance which can be given effect without the invalid provision or application, and to this end
22 the provisions of this ordinance are severable. The City Council hereby declares that it would have
23 adopted this Ordinance irrespective of the invalidity of any particular portion thereof. By enacting
24 this Ordinance, the City ordains that nothing herein shall be deemed to conflict with or duplicate
25 federal or state law, or otherwise or to license any activity that is prohibited thereunder except as
26 mandated by such laws.

27
28 **SECTION 6.** The City Clerk shall certify the passage of this Ordinance and shall cause the

1 same to be entered in the book of original ordinances of said City; shall make a minute passage and
2 adoption thereof in the records of the meeting at which time the same is passed and adopted; and
3 shall, within fifteen (15) days after the passage and adoption thereof, cause the same to be published
4 as required by law, in a local newspaper of general circulation and which is hereby designated for
5 that purpose.

6
7 **SECTION 7.** This Ordinance shall become effective thirty (30) days from and after its
8 adoption.

9 **PASSED, APPROVED AND ADOPTED** at a regular meeting of the City Council on the
10 6th day of September, 2016.

11
12

Richard A. DeLaRosa, Mayor

13 ATTEST:

14
15

Carolina R. Padilla, City Clerk

16
17 APPROVED AS TO FORM:

18
19
20

Best Best & Krieger LLP
21 City Attorney



STAFF REPORT

DATE: SEPTEMBER 6, 2016
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
 FROM: BILL SMITH, CITY MANAGER
 PREPARED BY: MARK OWENS, POLICE CHIEF
 SUBJECT: AUTHORIZE THE PURCHASE OF (35) LEVEL IV BALLISTIC PLATE CARRIERS FOR POLICE OFFICERS

RECOMMENDED ACTION

The Police Department requests that the City Council approve the purchase of thirty five level IV ballistic plate carriers from Special Operations Technologies. Special Operations Technologies submitted the low bid with an estimated cost of \$25,749.36.

BACKGROUND

According to the Federal Bureau of Investigation, 2014 and 2015 each saw 20 active shooter incidents. This is more than any other two year period in the last sixteen years. An active shooter is defined as "an individual actively engaged in killing or attempting to kill people in a confined and populated area".

On December 2, 2015, at approximately 1105 hours, San Bernardino Police Department Dispatch requested assistance from surrounding law enforcement agencies to an "Active Shooter" incident located at 1365 S Waterman Avenue in the city of San Bernardino (Inland Regional Center). This incident was later determined to be a terrorist event.

Thirteen Colton Police Officers responded to the Inland Regional Center looking to engage and contain the shooters. During this incident officers were exposed to elevated levels of threat from semiautomatic rifles and I.E.D.'s (improvised explosive devices). The suspects were located a few hours later and killed in a gun battle with police.

While officers continue to respond to these types of incidents, they also have to deal with a new type of threat. Officers have been recently targeted by suspects using ambush style tactics with large caliber weapons. The attacks in Dallas Texas and Baton Rouge Louisiana show the need of level IV armor being accessible by officers while on patrol.

This type of safety equipment was not budgeted for this fiscal year; however this request is being brought forward at the request of the Mayor and City Council. Council members may consider appropriating additional funding to supplement the Police Department budget at midyear.

ISSUES/ANALYSIS

Of the thirteen Colton police officers that responded to this incident, only 3 had vests with a level IV rating which can stop rifle rounds. The three officers that had a vest with a level IV rating were assigned to the Inland Regional SWAT team and carry this specialized vest in their call out gear.

Patrol officers are issued bullet resistant vests that are rated III-A and can stop most handgun rounds (not rifle). With the purchase of these thirty five active shooter plate carriers, we can give our officers the added protection from rifle fire. The plate carriers are worn over the officer's uniform and in combination with the level III-A vest, the plate carrier upgrades the officer's protection to level IV.

There are currently 32 officers assigned to patrol functions and response. With the purchase of these 35 plate carriers we can outfit and upgrade all of our current patrol officers. The three extra vests will be used for anticipated new hires.

Section 3.08.080 of the Colton Municipal Code governs the awarding requirement for the purchase of supplies and equipment. For such purchases, if the amount of the purchase exceeds \$25,000, the City must put out informal bids for the item. Staff put out an informal bid. Bids were received.

Staff recommends using funds from the Police Department's Safety Equipment account to purchase thirty five (35) "Active Shooter" plate carriers from Special Operations Technologies (low bidder) to provide extra protection to our police officers during active shooter or terrorist events.

FISCAL IMPACTS

The funds to purchase the thirty five level IV ballistic plate carriers are currently budgeted and available in the Police Department's Safety Equipment account (100-6070-6071-1180). Cost not to exceed \$26,000.

ALTERNATIVES

Provide alternative direction to staff.

ATTACHMENTS

1. Special Operations Technologies price estimate.
2. Special Forces Gear price estimate.
3. Far&Away Travel price quote.

ATTACHMENTS

Estimate

03/31/2016

Revision: 4

(Estimate)

53797

Special Operations Technologies, Inc.

Special Operations Technologies, Inc.
206 Star of India Lane
Carson, CA 90746
UNITED STATES
Phone: (310) 202-9007
Fax: (310) 202-0880
Email: Sales@SpecOpsTech.com

Bill To:

Colton Police Department
650 N La Cadena Dr
Colton, CA 92324
UNITED STATES
Phone: 911
Email: rvega@ci.colton.ca.us

Ship To:

Colton Police Department
ATTN: SGT VEGA
650 N La Cadena Dr
Colton, CA 92324
UNITED STATES

Contact: Colton Police Department
PO Number: RFQ CC

Customer: Colton Police Department

Seller	Payment Terms	FOB Point	Shipping Terms	Carrier	Requested Ship Date
ClaudioC	Credit Card	Origin	Prepaid & Billed	UPS Ground	05/13/2016

Item #	Type	Number / Description	Unit Price	Qty Ordered	Total Price
1	Sale	VVMACTAC-L-BLK - VVMACTAC-L-BLK - Viper Vest, Law Enforcement Plate Carrier, Large size Black	\$ 144.00	35 ut	\$ 5,040.00
2	Sale	MP-M-BLK - MP-M-BLK - Mission Pack Micro, Black	\$ 108.00	35 ut	\$ 3,780.00
3	Sale	PP-4x9-BLK - PP-4x9-BLK - Police Patch 4" x 9.5", Black material with white thread	\$ 9.60	70 ut	\$ 672.00
4	Sale	MP-HGAP-BLK - MP-HGAP-BLK - Mission Pack Helmet/Gear Attachment Pouch, Black	\$ 28.00	35 ut	\$ 980.00
5	Sale	VFIFAK-A1-B-BLK - VFIFAK-A1-B-BLK - Viper Flat IFAK, A1, Basic, Black	\$ 52.00	35 ut	\$ 1,820.00
6	Sale	HAI-SAPI-L - Hard Armor Insert, SAPI, Large (Sold Individually) Level IV NIJ 06 Certified	\$ 165.00	70 ea	\$ 11,550.00
7	Shipping	S&H - Shipping and Handling Free Shipping	\$ 0.00	1 ut	\$ 0.00

Estimate

03/31/2016

Revision: 4

(Estimate)

53797

Special Operations Technologies, Inc.

Special Operations Technologies, Inc.
206 Star of India Lane
Carson, CA 90746
UNITED STATES
Phone: (310) 202-9007
Fax: (310) 202-0880
Email: Sales@SpecOpsTech.com

For Office Use Only:

SP: _____ Date: _____ : SI: _____ Date: _____ : PR: _____ Date: _____

QA: _____ Date: _____ : RC: _____ Date: _____ : HD: _____
Date: _____

MS: _____ Date: _____ : FI: _____ Date: _____ : SH: _____ Date: _____

Subtotal:	\$ 23,842.00
Sales Tax:	\$ 1,907.36
Total:	\$ 25,749.36

Estimate

08/05/2016

Special Forces Gear

14700 S. Main Street
 Gardena, CA 90248
 Ph 800-260-4127
 Fx 310-400-3090
 Email specialforces@specialforces.com

Bill To:

Colton Police Department
 650 N La Cadena Dr
 Colton, CA 92324
 UNITED STATES
 Phone: 911
 Email: rvega@ci.colton.ca.us

Ship To:

Colton Police Department
 ATTN: SGT VEGA
 650 N La Cadena Dr
 Colton, CA 92324
 UNITED STATES

Contact: Colton Police Department
 PO Number: RFQ CC Rev.V

Customer: Colton Police Department

Seller	Payment Terms	FOB Point	Shipping Terms	Carrier	Requested Ship Date
D.Thomas	Net 30	Origin	Prepaid & Billed	UPS Ground	10/05/2016

Item #	Type	Number / Description	Unit Price	Qty Ordered	Total Price
1	Sale	VVMACTAC-L-BLK - VVMACTAC-L-BLK - Viper Vest, Law Enforcement Plate Carrier, Large size Black	\$172.80	35 ut	\$6048.00
2	Sale	MP-M-BLK - MP-M-BLK - Mission Pack Micro, Black	\$129.60	35 ut	\$4536.00
3	Sale	PP-4x9-BLK - PP-4x9-BLK - Police Patch 4" x 9.5", Black material with white thread	\$11.52	70 ut	\$806.40
4	Sale	MP-HGAP-BLK - MP-HGAP-BLK - Mission Pack Helmet/Gear Attachment Pouch, Black	\$33.60	35 ut	\$1176.00
5	Sale	VFIFAK-A1-B-BLK - VFIFAK-A1-B-BLK - Viper Flat IFAK, A1, Basic, Black	\$62.40	35 ut	\$2184.00
6	Sale	HAI-SAPI-L - Hard Armor Insert, SAPI, Large (Sold Individually) Level IV NIJ 06 Certified. 10"x12"	\$210.00	70 ea	\$14700.00
7	Shipping	S&H - Shipping and Handling Free Shipping	\$0.00	1 ut	\$0.00

Subtotal:	\$29,450.40
Sales Tax:	\$2650.54
Total:	\$32,100.94

Quote

8/8/2016

Far & Away Travel
Los Angeles, California
Phone: 310-568-8201
E-Mail: farandawaytravel@yahoo.com

Bill To:

Ship To:

Colton Police Department
650 N La Cadena Dr
Colton, CA 92324
UNITED STATES

Colton Police Department
650 N La Cadena Dr
Colton, CA 92324
UNITED STATES

Payment Terms	FOB Point	Shipping Terms	Carrier	Requested Ship Date
Net 30	Origin	Prepaid & Billed	UPS Ground	10/05/2016

Item #	Type	Number / Description	Unit Price	Qty Ordered	Total Price
1	Sale	Viper Vest, Law Enforcement Plate Carrier, Large	\$172.80	35 ut	\$6048.00
2	Sale	Mission Pack Micro, Black	\$129.60	35 ut	\$4536.00
3	Sale	Police Patch, Black	\$11.52	70 ut	\$806.40
4	Sale	Helmet/Gear Attachment Pouch, Black	\$33.60	35 ut	\$1176.00
5	Sale	Viper Flat IFAK,A1, Basic, Black	\$62.40	35 ut	\$2184.00
6	Sale	HAI-SAPI-L - Hard Armor Insert, SAPI, Large (Sold Individually) Level IV	\$210.00	70 ea	\$14700.00
7	Shipping	S&H - Shipping and Handling	\$0.00	1 ut	\$0.00

Subtotal: \$29,450.40
Sales Tax: \$2650.54
Total: \$32,100.94

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STAFF REPORT

DATE: SEPTEMBER 6, 2016
 TO: HONORABLE MAYOR CITY COUNCIL MEMBERS
 FROM: BILL SMITH, CITY MANAGER *[Signature]*
 PREPARED BY: DAVID X. KOLK, Ph.D., UTILITY DIRECTOR *[Signature]*
 SUBJECT: AWARD OF BID FOR TREE TRIMMING SERVICES.

RECOMMENDED ACTION

It is recommended that the City Council, (1) award the bid for City-Wide Tree Trimming Maintenance and Electric Utility Line Clearance Project to The Original Mowbray's Tree Service, Inc. for a total amount of \$140,000 (\$80,000 for city-wide services and \$60,000 for electric utility line clearance services), (2) authorize the City Manager to execute contract documents for a one year term, effective November 1, 2016, through October 31, 2017, and (3) authorize the City manager to exercise up to three (3) optional one-year renewal periods.

BACKGROUND

The Public Works and Utility Services Department oversees tree trimming maintenance for all trees located in City parks, medians and parkways. Maintenance of these trees includes pruning trees with overgrown limbs, removal of deceased trees, and removal of trees that create hazards in public areas. It does not include maintenance of trees on non-city owned properties.

In addition, the electric utility is required to maintain certain line clearances in order to maintain reliability and to minimize disruption in electric service due to interference from tree branches and limbs growing in proximity to electric primary and secondary lines.

On October 2, 2012, the City Council awarded a one year contract, with the option to renew for three (3) renewal periods to The Original Mowbray's Tree Service, Inc. (Mowbray's) for electric utility line clearance services. All three renewal options were exercised. This contract was amended by City Council on February 16, 2016, and July 19, 2016, to increase the total compensation for city-wide tree trimming maintenance services through the expiration of the contract.

ISSUES/ANALYSIS

The final term of the current contract for tree trimming services will expire on October 31, 2016. Since there are no further renewal periods left, staff issued a Notice Inviting Bids, NIB-RG-16001, for the City-Wide Tree Trimming Maintenance and Electric Utility Line Clearance Project on July 5, 2016. The bid documents requested pricing for various services, and noted that the bids would be evaluated using weighting factors. The weighting factors were not disclosed prior to the bid opening.

The Notice Inviting Bids and related documents were distributed through BidNet, the City's online bid notification system. BidNet notified 12 registered vendors of the bid opportunity. The Notice Inviting Bids was posted at City Hall.

A non-mandatory pre-bid conference was held at the Electric Department administrative offices on July 13, 2016. Six representatives from five different vendors were present and were given the opportunity to ask questions regarding the scope of work and other bid documents. A formal public bid opening was held on Tuesday, August 2, 2016, at 10:00 A.M. at the Electric Department Administrative offices. Four bids were received and evaluated.

Staff evaluated the bids based on the predetermined weighting factors for each of 8 types of services listed in the bid documents. Since the actual quantity of services (trees to be pruned for regular maintenance, removed, trimmed for line clearance) cannot be easily determined, a weighting factor method of evaluation was used to determine a base-bid price. A Bid Analysis is attached showing the prices bid by each vendor, the weighting factors used to evaluate the costs, and the weighted costs for each vendor.

The lowest responsive and responsible bidder is Mowbray's, the current contractor. Staff would like to note that the pricing submitted by Mowbray's are essentially the same as the pricing under the current agreement that was awarded in October 2012.

FISCAL IMPACTS

Funding for City-wide tree trimming maintenance services in the amount of \$80,000 are provided as part of the solid waste services agreement with Republic Services, and the expenditures were approved in the Fiscal Year 2016/17 expense budget, Account Number 100-6150-6160-2350-0000-000. Sufficient funds for the electric utility line clearance services have been approved in the Fiscal Year 2016/17 expense budget Account Number 520-8000-8004-2350-0923-000. Funding for the optional renewal periods will be included in the appropriate expense budgets during the annual budget process.

ALTERNATIVES

1. Provide alternative direction to staff.

ATTACHMENTS

1. Bid Analysis
2. Maintenance Services Agreement with The Original Mowbray's Tree Service, Inc.

ATTACHMENT 1

BID ANALYSIS

BID DATE: 8/2/16

CITY-WIDE TREE TRIMMING MAINTENANCE

&

ELECTRIC UTILITY LINE CLEARANCE

CITY OF COLTON
 BID ANALYSIS

UTILITY LINE CLEARANCE TREE TRIMMING FOR THE UTILITY DEPARTMENT BID DATE: 8/2/16		THE ORIGINAL MOWBRAY'S TREE SERVICE San Bernardino, CA		WEST COAST ARBORISTS Grand Terrace, CA		
ITEM #	DESCRIPTION	WEIGHTED FACTORS	UNIT PRICE	WEIGHTED COST	UNIT PRICE	WEIGHTED COST
1	Street Tree Pruning on Grid/District	25%	\$41.00	\$10.25	\$54.00	\$13.50
2	Utility Line Clearance - Accessible by Equipment	20%	\$40.00	\$8.00	\$54.00	\$10.80
3	Utility Line Clearance - Inaccessible by Equipment	20%	\$43.00	\$8.60	\$54.00	\$10.80
4	Crew Retnal - 3-Man Crew	15%	\$145.00	\$21.75	\$210.00	\$31.50
5	Tree Pruning, 7"-12" DBH	5%	\$76.00	\$3.80	\$94.00	\$4.70
6	Tree Pruning - 13"-18" DBH	5%	\$147.00	\$7.35	\$194.00	\$9.70
7	Tree Removal - Under 30" DBH (See Note Below)	5%	\$464.00	\$23.20	\$600.00	\$30.00
8	Tree Removal over 30" DBH (See Note Below)	5%	\$1,080.00 (\$24 per inch DBH)	\$54.00	\$1,200.00	\$60.00
BASE BID WITH WEIGHTED FACTORS *Note: Mowbray's*Note: Mowbrays, Davey submitted prices for tree removal per inch of DBH (Items #7-8) and West Coast Arborists submitted pricing per tree. For evaluation purposes, prices are shown as "per tree" by calculating the "per inch" price by 29" for Item #7 and by 45" for Item #8. The actual cost per tree may be higher or lower depending on the actual DBH if a tree requires removal.				\$136.95		\$171.00

CITY OF COLTON
 BID ANALYSIS

CITY WIDE TREE TRIMMING MAINTENANCE AND
 ELECTRIC UTILITY LINE CLEARANCE PROJECT
 BID DATE: 8/2/16

ITEM #	UNIT	DESCRIPTION	WEIGHTED FACTORS	DAVEY TREE SURGERY Livermore, CA		TRIMMING LAND CO INC (TLC) South Gate, CA	
				UNIT PRICE	WEIGHTED COST	UNIT PRICE	WEIGHTED COST
1	ea	Street Tree Pruning on Grid/District	25%	\$52.00	\$13.00	\$75.00	\$18.75
2	ea	Utility Line Clearance - Accessible by Equipment	20%	\$50.00	\$10.00	\$125.00	\$25.00
3	ea	Utility Line Clearance - Inaccessible by Equipment	20%	\$54.00	\$10.80	\$275.00	\$55.00
4	hour	Crew Retnal - 3-Man Crew	15%	\$157.50	\$23.63	\$350.00	\$52.50
5	ea	Tree Pruning, 7"-12" DBH	5%	\$95.60	\$4.78	\$80.00	\$4.00
6	ea	Tree Pruning - 13"-18" DBH	5%	\$184.40	\$9.22	\$90.00	\$4.50
7		Tree Removal - Under 30" DBH (See Note Below)	5%	\$588.70 (\$20.30 per inch DBH)	\$29.44	\$1,595.00 (\$55.00 per inch DBH)	\$79.75
8		Tree Removal over 30" DBH (See note Below)	5%	\$1,386.00 (\$30.80 per inch DBH)	\$69.30	\$2,925.00 (\$65.00 per inch DBH)	\$146.25
BASE BID WITH WEIGHTED FACTORS					\$170.16		\$385.75

*Note: Mowbrays, Davey, and TLC submitted pricing for tree removal per inch of DBH (Items #7-8) and West Coast Arborists submitted pricing per tree. For evaluation purposes, prices are shown as "per tree" by calculating the "per inch" price by 29" for Item #7 and by 45" for Item #8. The actual cost per tree may be higher or lower depending on the actual DBH if a tree requires removal.

ATTACHMENT 2

**MAINTENANCE SERVICES AGREEMENT
BETWEEN
CITY OF COLTON
AND
THE ORIGINAL MOWBRAY'S TREE SERVICE**

**CITY OF COLTON
MAINTENANCE SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this 6th day of September, 2016 by and between the City of Colton, a municipal corporation organized under the laws of the State of California with its principal place of business at 650 North La Cadena Drive, Colton, California 92324 (“City”) and The Original Mowbray’s Tree Service, a Corporation with its principal place of business at 1845 Business Center Drive, Suite 215, San Bernardino, California, 92408 (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Contractor.

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

2.2 Project.

City desires to engage Contractor to render such services for the Annual City-Wide Tree Trimming Maintenance and Electric Utility Line Clearance Project (“Project”) as set forth in this Agreement

3. TERMS.

3.1 Scope of Services and Term.

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

3.1.2 Term. The term of this Agreement shall be from November 1, 2016 to October 31, 2017, with an option to renew the contract for three (3) additional one year periods, upon mutual agreement, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Contractor.

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

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

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

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

3.2.5 Contractor's Representative. Contractor hereby designates Steve Gauthier, Contracts Manager, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

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

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

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

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

3.2.10 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code,

Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

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

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

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.10.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which

require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

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

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

3.2.10.7 Water Quality.

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

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or City to penalties, fines, or additional regulatory requirements. Contractor shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section,

unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

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

3.2.11 Insurance.

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

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

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

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

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

(C) 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.

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

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) 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 insured with respect to the Services or ongoing and complete operations performed by or on behalf of the 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 the 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 the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), 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 3.2.11.3(A).

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage

excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), 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 3.2.11.3(B).

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

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers. 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.

3.2.11.4 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.

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

3.2.11.6 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.

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

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

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

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

3.2.13 Bonds.

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

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

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

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

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

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The compensation shall not exceed eighty thousand dollars and zero cents (\$80,000.00) for city-wide tree trimming and maintenance services, and sixty thousand dollars and zero cents (\$60,000.00) for electric utility line clearance services, and total compensation for all services shall not exceed the annual amount of one hundred forty thousand dollars and zero cents (\$140,000.00) without written approval of City's City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City separate monthly itemized statements for city-wide services and utility line clearance services, which clearly indicates work completed and hours of Services rendered by Contractor for each. The

statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

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

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

3.3.5 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. Since the Services are 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 Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor’s principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Termination of Agreement.

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

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

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

3.5 General Provisions.

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

Contractor:

The Original Mowbray's Tree Service 1845
1845 Business Center Drive, Suite 215
San Bernardino, CA 92408
Attn: Steve Gauthier

City:

City of Colton
650 North La Cadena Drive
Colton, California 92324
Attn: David Kolk

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

3.5.2 Indemnification.

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

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with Counsel of City's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.2.1 that may be brought

or instituted against City or its directors, officials, officers, employees, volunteers and agents. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

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

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

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

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

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

3.5.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this

Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

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

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

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

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

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

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

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

3.5.16 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

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

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

3.5.19 Federal Provisions. When funding for the Services is provided, in whole or in part, by an agency of the federal government, Contractor shall also fully and adequately comply with the provisions included in Exhibit “D” (Federal Requirements) attached hereto and incorporated herein by reference (“Federal Requirements”). With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT
BETWEEN THE CITY OF COLTON
AND THE ORIGINAL MOWBRAY'S TREE SERVICE**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the 6th day of September, 2016.

CITY OF COLTON

By: _____
William R. Smith
City Manager

Attest: _____
City Clerk

**THE ORIGINAL MOWBRAY'S TREE SERVICE
a Corporation**

By: _____
Robin Mowbray
Corporate Secretary

EXHIBIT "A"
SCOPE OF MAINTENANCE SERVICES

INTENT. The intent of the Tree Trimming contract is to secure Tree trimming contractors to provide all labor, materials, equipment, tools, and services necessary for the clearance and maintenance of trees, including electric utility line clearance. The Tree Trimming maintenance contractors will be required to effectively and efficiently complete, as a minimum, all tasks described in the General Conditions of the Project Specification.

DEFINITIONS

- A. Where "as directed", "as required", "as permitted", "approved", "acceptance", or words of similar importance are used, it shall be understood that the direction, requirement, permission, approval or acceptance of the Utility Director is intended unless otherwise stated. As used herein, "provide" shall be understood to mean "provide complete", "in place", "this is", "furnish and install"; the work "site" as used hereinafter shall be understood to mean the location receiving the service. The use of the word "Director", shall be construed to mean the Utility Director, or his delegated representative(s). The use of the word "Contractor" shall be held to mean the Contractor and/or any person employed by him and working under this contract.
- B. The use of the words "shall" and "may" will be held to mean "mandatory" and "permissive" respectively. The use of the words "his" or "him" shall be construed to mean either gender, as appropriate.
- C. Area Inspector shall mean the duly authorized representative of the Utility Director who shall monitor the Contractor's progress within the Grounds Maintenance project area he/she is assigned to.
- D. Trash and Litter shall mean any debris within the Grounds Maintenance project area such as paper, can, bottles, limbs, rocks, animal feces, etc., which is not intended to be present as part of the landscape.

Specifications for "Complete Trim"

- A. All work shall be of the highest quality and performed in accordance with City of Colton Standards, and consistent with current ANSI A300 standards relative to line clearance tree pruning.
- B. All trees shall be pruned within 48 hours upon notification to remove or prevent encroachment where it blocks vision, or encroaches in any manner deemed undesirable by the Director.
- C. All trees shall be continually maintained free of all dead, diseased and damaged branches back to the point of breaking. Cuts must be made flush with the collar to

promote proper healing. Pruning tools shall be adequately sharpened to provide clean cuts and shall be properly sterilized to reduce spread of disease.

- D. All sucker growth is to be removed from trees as it occurs.
- E. Contractors shall maintain all branches, which encroach sidewalks at a minimum height of ten (10) feet clearance and a minimum fourteen (14) foot clearance for branches, which encroach beyond the curb line into the street.
- F. All branches, which encroach over private property, shall be removed as directed.
- G. Contractors shall not remove or disturb any tree central leader without prior written approval from the Utility Director.
- H. Trees in parking lots shall be pruned at a height above vehicles to allow for obstruction free parking.
- I. Shorten the length of limbs which extend beyond the natural perimeter of an otherwise symmetrical form.
- J. Prune end branches to lighten end weight where such overburden appears likely to cause breaking of limbs. Remove cross limbs, water sprouts and suckers. Perform crown reduction to ISA Specifications to approximately a 25 percent reduction in total crown size.
- K. All trees on which vines are growing shall have said vines removed. Vine tendrils shall be removed in a manner which will not injure trees or cause scarring of low branches and tree trunks.

Clean-up

- A. The Contractor shall clean all job sites when work is completed, including the raking of leaves, twigs, etc. from the lawns and parkways and the sweeping of streets.
- B. Each day's scheduled work shall be completed and cleaned up and under no circumstances shall any brush, leaves, debris, or equipment be left on the street overnight.
- C. The Utility Director, or his authorized representative, shall be the sole judge as to the adequacy of the cleanup.

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Sections 4100-4108 of the Public Contract Code of the State of California, and any amendments thereof, each Bidder shall set forth below, the name and location of the mill, shop, or office of each subcontractor who will perform work or labor, or render service to the Contractors in an amount in excess of one-half (1/2) of

one percent (1%) of the Total Bid, and the portion of the work which will be done by each Subcontractor. Only one Subcontractor may be listed for each portion of the work.

If the Contractor fails to specify a Subcontractor for any portion of the work in excess of one-half (1/2) of one percent (1%) of the Total Bid to be performed under the Contract, he shall be deemed to have agreed to perform such portion himself and he shall not be permitted to subcontract that portion of the work except under conditions permitted by law. Subletting or subcontracting of any portion of the work as to which no subcontractor was designated in the original Bid(s) shall only be permitted in case of public emergency or necessity, or otherwise permitted by law, and then only after a finding reduced to writing as a public record of the City.

- A. The intent of this Agreement is to secure contractors, which shall provide **TREE TRIMMING MAINTENANCE AND ELECTRIC UTILITY LINE CLERANCE TREE TRIMMING SERVICES.**
- B. Contractors shall furnish all labor, tools, materials, and equipment to provide landscape maintenance services as set forth in this Agreement.
- C. All work shall be done in a thorough and workmanlike manner to the satisfaction of the utility Director, or his authorized agent, and comply with all legal construction and landscape maintenance practices. The premises shall be maintained at the level of service provided for in these specifications at all times.
- D. Contractors shall be available Monday through Sunday, 6:00 a.m. to 5:00 p.m. to respond to any calls regarding maintenance of assigned areas.
- E. Contractors shall perform a daily maintenance inspection, during daylight hours, of all areas. Such inspection shall be both visual and operational. It shall include, but not be limited to, the operation of all irrigation and/or other mechanical systems to check for proper condition and reliability.

AREAS TO BE MAINTAINED

This is a city-wide tree trimming service. City will provide electric circuit maps to Contractor for electric utility line clearance service areas.

BID REQUIREMENTS

- A. Prior to the awards of the contract, any bidder may be required to document and provide references to the Utility Director to illustrate that he can successfully perform maintenance work involved in this contract, and that he possesses suitable equipment to perform the work in a timely manner.

- C. Each bidder shall visit the proposed work site to fully acquaint himself with the conditions and possible difficulties associated with the performance of the contract. The Contractors shall be held responsible for carefully reviewing all work sites
- D. No additional compensation or relief from any obligations of the contract will be granted because of lack of knowledge of the site or conditions under which the work will be accomplished.
- E. Contractor will be required to meet with the City's representative at scheduled times to review work, and to receive special instruction, and to discuss any problems encountered on the job.
- F. Contractor must be able to respond on an emergency call out within 24 hours.
- G. Contractor shall be knowledgeable of matters pertaining to tree trimming services. The vendor must have a minimum of five (5) years experience in providing quality utility line clearance tree trimming services.

REMOVING OBSTRUCTIONS AND MAINTENANCE OF EXISTING IMPROVEMENTS

- A. When the work hereunder involves performance upon City property, and when the proper completion of the said work requires their temporary or permanent removal, the Contractors shall, at their own expense, remove, and without unreasonable delay temporarily or permanently replace or relocate to the satisfaction of the City and of another person or agency having jurisdiction, all water pipes, gas pipes, drainage lines, irrigation lines, sewer lines, pipelines, conduits, culverts, roads, driveways, fences, bridges, railroad tracks, wires, poles, towers, retaining walls, buildings, curbs, gutters, concrete walks, trees, shrubs, lawns, and all other improvements of whatsoever character not required by law to be removed by the City thereof; and all such improvements temporarily removed shall be maintained until permanently replaced, all at the Contractor's expense.
- B. Where the work is to be constructed in, or adjacent to, areas which have been improved by lawns, trees, shrubs, or gardens, the Contractors shall remove such trees or plants as may be necessary for the prosecution of the work and give them proper care and attention until the work has been satisfactorily completed, after which the Contractors shall replace them in as nearly the original condition and location as is reasonably possible. Where it is necessary to deposit the excavated materials on lawns during the process of construction, the Contractors shall first lay burlap or canvas on the lawn to prevent contact between the excavated material and the lawn.
- C. Unless otherwise indicated in the contract documents all utility lines, conduits, wires, or structures shall be maintained by the Contractors and shall not be disturbed, disconnected, or damaged by them during the progress of the work, provided, that should the Contractors in the performance of the work disturb, disconnect, or damage any of the above, all expense, arising from such disturbance, or in the replacement or repair thereof, shall be borne by the Contractors. However, in accordance with Section 4215 of the California Government Code, the Contractors shall be compensated for the cost of locating

and repairing damage to main or trunkline utility facilities located on the jobsite, not due to the failure of the Contractors to exercise reasonable care; for costs of removing or relocating such utility facilities not indicated in the contract documents with reasonable accuracy; and for the operation cost for equipment on the project necessarily idled such work.

- D. At least two working days prior to commencing any excavation pursuant to this Contract, the Contractors shall contact Underground Service Alert at (800) 227-2600 or other appropriate regional notification center if the excavation will be conducted in an area which is known, or reasonably should be known, to contain subsurface installations.

LITTER

- A. All areas in the work sites shall be kept free of, but not limited to, the following items: bottles, glass, cans, paper, cardboard, metallic items, animal excrement, and other discarded items and debris.
- B. Contractors shall promptly remove from the work area, all debris generated by their performance.

USE OF CHEMICALS

- A. Contractors shall submit a list of all chemical herbicides, pesticides, and rodenticides proposed for use under this contract for approval by the Director. Materials included on this list shall be limited to chemicals approved by the State of California Department of Food and Agriculture, and shall include the exact brand name and generic formulation. The use of any chemical on the list shall be based on the recommendations of a licensed pest control advisor where required by law. Obtaining pest control recommendations shall be the responsibility of the contractor.
- B. The use of chemicals shall conform to the current County of Riverside Agriculture commissioner regulations. No chemical herbicide, rodenticide, or pesticide shall be applied until its use is approved, in writing, by the Director as appropriate for the purpose and area proposed.

GENERAL CLEAN-UP

- A. **Trash Removal.** Remove all trash and accumulated debris from the work sites (this includes all discarded items and debris) daily resulting from tree trimming and notifying City if debris.
- B. **Walkway Maintenance.** Walkways shall be cleaned immediately following trimming. All walkway cracks and expansion joints shall be maintained leafs and branches free at all times.

- C. Drain Maintenance. All drains and catch basins shall be kept free of silt and edged weekly by the Contractors.
- D. Removal of Damaged Plant Material. All dead, damaged, declining, hazardous or broken plant material (Tree branches), whether a result of the contractors negligence or an Act of God shall be removed by the contractor at no additional cost to the City.

GREEN WASTE DISPOSAL

- A. Green waste shall be defined as tree and shrub trimmings, grass, weeds, leaves, wood chips and other organic material.
- B. Contractor shall be responsible for recycling all green waste generated from their contract performance.
 - 1. Contractor shall have the duty to keep all green waste from being contaminated with nonorganic materials to an extent the green waste can no longer be recycled.
 - 2. Contractor shall deliver all green waste to a City approved reclamation site for the purpose of recycling.

EXHIBIT "B"

SCHEDULE OF SERVICES

Services shall begin on November 1, 2016, and be completed by October 31, 2017. City and Contractor may, upon mutual agreement, renew the Term for three (3) additional one-year periods, at the same rates as set herein.

Contractor shall coordinate with designated representatives from the City's Public Works Division for assignments on the city-wide tree trimming and maintenance portion of the Work.

Contractor shall coordinate with designated representatives from the City's Electric Utility division for assignments on the electric utility line clearance portion of the Work.

EXHIBIT “C”
COMPENSATION

Performance and Payment Bonds are required for this Project.

Contractor shall submit separate itemized invoices for city-wide (City-Wide) tree trimming and maintenance and electric utility line clearance (Line Clearance) services to City, on a monthly basis, with the locations of services provided for that billing period. Annual compensation for Services provided for City-Wide services shall not exceed eighty thousand dollars and zero cents (\$80,000.00), annual compensation for services for Line Clearance shall not exceed sixty-thousand dollars and zero cents (\$60,000.00), and total annual compensation for all services shall not exceed one hundred forty thousand dollars and zero cents (\$140,000.00) for any contract Term, without written approval of the City. Services shall be billed at the following fixed rates:

Description of Work	Unit	Item Cost
Street Tree Pruning on Grid/District	Each	\$ 41.00
Utility Line Clearance – Accessible by Equipment	Each	\$ 40.00
Utility Line Clearance – Not Accessible by Equipment	Each	\$ 43.00
Crew Rental – 3-Man Crew	Hourly	\$ 145.00
Tree Removal – Up to 30” DBH	Per inch DBH	\$16.00
Tree Removal – Over 30”DBH	Per Inch DBH	\$24.00
Tree Pruning (non-line clearance), 7”-12” DBH	Each	\$ 76.00
Tree Pruning (non-line clearance), 13”-18” DBH	Each	\$ 147.00

CONTRACT

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PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, _____ (hereinafter referred to as "City") has awarded to _____, (hereinafter referred to as the "Contractor") _____ an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of _____ DOLLARS, (\$ _____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by City in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the

PERFORMANCE BOND

Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit the City to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the CITY, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

[Remainder of Page Left Intentionally Blank.]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

CONTRACTOR/PRINCIPAL

Name

By _____

SURETY:

By: _____
Attorney-In-Fact

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, \$_____.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

STATE OF CALIFORNIA)
) ss.
CITY OF _____)

On this _____ day of _____, in the year 2005, before me,
_____, a Notary Public in and for said state, personally appeared
_____, known to me to be the person whose name is
subscribed to the within instrument as the Attorney-In-Fact of the (Surety) acknowledged to me
that he subscribed the name of the _____ (Surety) thereto and his
own name as Attorney-In-Fact.

Notary Public in and for said State

(SEAL)

Commission expires: _____

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

PAYMENT BOND (LABOR AND MATERIALS)

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Colton (hereinafter designated as the "City"), by action taken or a resolution passed _____, 20____ has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows:

(the "Project"); and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ Dollars (\$_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 3181 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of

any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 or 3112 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed unoriginal thereof, have been duly executed by the Principal and Surety above named, on the ____ day of _____ 20____ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed b its undersigned representative pursuant to authority of its governing body.

(Corporate Seal of Principal,
if corporation)

Principal (Property Name of Contractor)

By _____
(Signature of Contractor)

(Seal of Surety)

Surety

By _____
Attorney in Fact

(Attached Attorney-In-Fact
Certificate and Required
Acknowledgements)

*Note: Appropriate Notarial Acknowledgments of Execution by Contractor and +surety and a power of Attorney MUST BE ATTACHED.



STAFF REPORT

DATE: SEPTEMBER 6, 2016
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
 FROM: BILL SMITH, CITY MANAGER
 PREPARED BY: ARTHUR MORGAN, ECONOMIC DEVELOPMENT MANAGER
 SUBJECT: APPROVE BUDGET CLARIFICATION FOR AGREEMENTS WITH HDL COMPANIES FOR PROPERTY TAX AND SALES TAX AUDITING SERVICES, AND AUTHORIZE THE CITY MANAGER TO APPROVE ADDITIONAL PAYMENTS AS A RESULT OF AUDIT SERVICES

RECOMMENDED ACTION

It is recommended that the City Council approve the amounts budgeted for the annual agreements with Hinderliter, de Llamas and Associates for Sales Tax information and audit services in the amount of \$30,400; and the annual agreement with HdL Coren and Cone for property tax reporting and audit services in the amount of \$13,860.

BACKGROUND

On September 19, 2000, the City Council adopted Resolution No. R-73-00 authorizing an agreement for Sales Tax information and audit services with Hinderliter, de Llamas and Associates, and HdL Coren and Cone, now known as HdL Companies ("HdL"). HdL is officially designated as the City's authorized consultant to examine sales tax records maintained by the State Board of Equalization ("Board") on behalf of the City. HdL is also authorized to report on and analyze property tax records generated by the County of San Bernardino. HdL works with many cities and public agencies to collect and provide sales and use tax information from the State Board of Equalization to various public entities. The information provided by HdL is confidential, and is consistently used by Finance and Economic Development to project expected sales and property tax revenues for the City and to help determine the growth or decline of businesses in the City.

On March 1, 2016, Council approved the first new contract with HdL Companies since 2000 for services from Fiscal Year 2015-16 and containing a provision for four (4) one year extensions at the same rates, upon execution of a signed letter from the City Manager requesting the extension.

Services provided through the Sales and Property Tax contracts on an annual basis include a fixed-fee service for tax information reports, and audit services for which compensation is based on funds recovered. The fixed-fee services for Property Tax information is an annual amount of \$13,860, billed quarterly. The fixed fee service for Sales and Use Tax information is an annual amount of \$5,400 also billed quarterly.

HdL also provides Sales Tax and Property Tax auditing services. Those services for the new contracts approved in March were estimated by Staff, based on an average amount paid over the last several years, but fell short of the amount needed. Both Sales Tax and Property Tax audit services are charged as a percentage of the amount recovered, not as a set dollar amount. Audits are conducted continually by HdL, particularly when sales tax anomalies are found, or secured and unsecured tax rolls are corrected. It is not uncommon for sales tax to be allocated incorrectly, due to an addressing error or other reporting mistakes. HdL charges 15% of the amount collected as a fee for completion of a sales tax audit and monitoring. Funds are then returned to the City. If nothing is recovered for Colton, nothing is owed to HdL for that particular audit. Property tax audits of the secured and unsecured tax records are charged at a rate of 25% of the amount collected.

ISSUES/ANALYSIS

Sales Tax audit services for the Fiscal Year 2015 - 2016 contract had been budgeted at \$10,000. However, in that Fiscal Year, Sales Tax audit services ultimately returned a substantial amount of misallocated sales tax to the City of Colton. Sales Tax audit fees charged for the 2015 - 2016 Fiscal Year were \$20,500 and the audits returned over \$111,000 in recovered sales tax revenue to the City. In light of this, Staff is recommending that the audit services amount be budgeted at \$25,000 annually, bringing the Sales Tax services for each of the remaining 4 years to an estimated total of \$30,400 annually; \$5,400 fixed fee, \$25,000 estimated audit cost. Should a larger amount be recovered as a result of HdL's audit services and the audit costs exceed the estimated \$25,000, Staff recommends that the City Manager be given authorization to approve payment related to additional audit charges, should they exceed the budgeted amount.

Since 2000, HdL's Sales Tax audit services have garnered a return to Colton of 331% on all fees paid for audit, reporting and management by HdL.

Staff recommends that the contract be awarded to HdL on a sole source basis. Staff is aware of only one other company in the country that offers the specialized services of HdL. HdL's knowledge of Colton's businesses and trends over that past 20+ years, and its Inland Empire location, make HdL the preferred choice for both property and sales tax reporting and audit services for the City of Colton.

FISCAL IMPACTS

The City of Colton's annual agreements with HdL Companies are budgeted and available in the amount of \$44,260 in the Economic Development Division Fiscal Year 2016/2017 professional services budget in account number 100-6300-9050-2350.

ALTERNATIVES

1. Provide alternative direction to staff.

ATTACHMENTS

None

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STAFF REPORT

DATE: SEPTEMBER 6, 2016
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
 FROM: BILL SMITH, CITY MANAGER
 PREPARED BY: ARTHUR MORGAN, ECONOMIC DEVELOPMENT MANAGER
 SUBJECT: APPROVE PROFESSIONAL SERVICES AGREEMENT WITH SMOTHERS APPRAISAL FOR VARIOUS APPRAISALS IN FISCAL YEAR 2016 - 2017

RECOMMENDED ACTION

It is recommended that the City Council approve a Professional Services Agreement with Smothers Appraisal in the amount of \$30,000.

BACKGROUND

During the last fiscal year, a number of appraisals were ordered on properties in the City of Colton. An independent appraisal is required to verify the fair market value of properties prior to any City purchase of property, and is required for sale of property owned by the former redevelopment agency.

ISSUES/ANALYSIS

Property appraisals are often time-sensitive. When tied to a negotiation, when a rush transaction is requested by either buyer or seller, an appraisal, or an update to an appraisal, may be required to be completed in a matter of a week or two. As a result, Purchasing has suggested that a Professional Services Agreement will be a better option than letter agreements for appraisals needed by the City. The amount of the contract for appraisal work during the fiscal year will be estimated, and any unused funds at the end of the year will be returned to the General Fund. Staff is estimating that \$30,000 will cover required appraisals for the remainder of the current 2016 - 2017 Fiscal Year. Should the contract amount not be sufficient to cover all appraisal work needed in the Fiscal Year, Staff will return for Council consideration of a contract amendment for the estimated amount needed.

Staff recommends entering into a Professional Services Agreement with Smothers Appraisal. James Smothers of Smothers Appraisal is a local appraiser with extensive knowledge and experience in the Colton area. Smothers has earned many professional designations, including the MAI designation, held by appraisers who have met rigorous requirements relating to

education, testing, and experience that exceeds state-certified requirements. A valuation by an MAI appraiser is required on federal projects and is required by most public entities.

Staff recommends that this contract for appraisal services be awarded as a sole source contract. Smothers Appraisal has an excellent reputation for high quality appraisal work at a reasonable price. James Smothers is a resident in the area and has completed work for nearly every city in the region, is well versed in right-of-way valuations, eminent domain issues and is a qualified appraisal expert, called upon for many court cases. Mr. Smothers is also a valuable resource for day-to-day land valuation opinions when needed. Staff has used other appraisers in the past, but believes that Mr. Smothers' knowledge of this market area and attention to detail surpasses the appraisal work completed by other appraisers.

FISCAL IMPACTS

Appraisal work is estimated in an amount not to exceed \$30,000 for the Fiscal Year 2016 – 2017 and is available in the Economic Development Division Fiscal Year professional services budget, in account number 100-6300-9050-2350. Appraisal services arranged by Economic Development on behalf of another department shall be paid for directly by that Department.

ALTERNATIVES

1. Provide alternative direction to staff.

ATTACHMENTS

Attachment A: Smothers Professional Services Agreement

ATTACHMENT A

**Professional Services Agreement
Smothers Appraisal**

**CITY OF COLTON
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this 6th day of September, 2016, by and between the City of Colton, a municipal corporation organized under the laws of the State of California with its principal place of business at 650 North La Cadena Drive, Colton, California 92324 (“City”) and Smothers Appraisal, a Sole Proprietorship, with its principal place of business at 1881 Commercenter East, Suite 206, San Bernardino, CA 92408 (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing Appraisal services to public clients, is licensed in the State of California, and is familiar with the plans of City.

3. TERMS.

3.1 Scope of Services and Term.

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

3.1.2 Term. The term of this Agreement shall be from September 6, 2016 to June 30, 2017, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the

(BB&K: 1-14)

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

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

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

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

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

3.2.6 Consultant's Representative. Consultant hereby designates James Smothers, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

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

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

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

3.2.10 Laws and Regulations; Employee/Labor Certifications. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10.1 Employment Eligibility; Consultant. By executing this Agreement, Consultant 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 Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Consultant shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant 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 Consultant's compliance with the requirements provided for in Section 3.2.10 or any of its subsections.

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

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized officer of Consultant, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Consultant or its subcontractors, consultants, sub-subcontractors or subconsultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

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

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

3.2.10.6 Air Quality. To the extent applicable, Consultant 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, Consultant 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. Consultant 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 Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.7 Water Quality.

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

(B) Liability for Non-compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Consultant or City to penalties, fines, or additional regulatory requirements. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Consultant's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

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

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this Section.

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

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

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.

(C) 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, Consultant 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 Consultant or the City may withhold amounts sufficient to pay premium from Consultant payments. In the alternative, the City may suspend or terminate this Agreement.

3.2.11.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim, and shall be endorsed to include contractual liability. Defense costs shall be paid in addition to the limits.

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

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) 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 insured with respect to the Services or ongoing and completed operations performed by or on behalf of the Consultant, 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 the Consultant'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 the Consultant's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), 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 3.2.11.4(A).

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), 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 3.2.11.4(B).

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

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers. 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.

3.2.11.5 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 Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant 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 subconsultants.

3.2.11.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Consultant 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 Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

3.2.11.7 Subconsultant Insurance Requirements. Consultant shall not allow any subconsultants 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 Consultant, the City may approve different scopes or minimum limits of insurance for particular subconsultants. The Consultant and the City shall be named as additional insureds on all subconsultants' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

3.2.11.8 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.

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

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

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

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

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed Thirty Thousand Dollars (\$30,000) without written approval of City's City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

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

3.4 Termination of Agreement.

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

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

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

3.5 Ownership of Materials and Confidentiality.

3.5.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.5.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.5.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or reuse of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.5.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.5.5 Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of City, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6 General Provisions.

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

Consultant:

Smothers Appraisal
1881 Commercenter East, Suite 206
San Bernardino, CA 92408
Attn: James Smothers

City:

City of Colton
650 North La Cadena Drive
Colton, California 92324
Attn: Arthur Morgan, Economic Development Manager

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

3.6.2 Indemnification.

3.6.2.1 Scope of Indemnity. To the fullest extent permitted by law, Consultant 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 Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

3.6.2.2 Additional Indemnity Obligations. Consultant shall defend, with Counsel of City's choosing and at Consultant's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.6.2.1 that may be brought or instituted against City or its directors, officials, officers, employees, volunteers and agents. Consultant 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. Consultant 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. Consultant 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. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

3.6.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant 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 Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

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

3.6.5 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

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

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

3.6.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

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

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

3.6.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.6.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

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

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

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

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

3.6.16 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

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

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

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF COLTON
AND SMOTHERS APPRAISAL**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the 6th day of September, 2016

CITY OF COLTON

By: _____
William R. Smith
City Manager

Attest: _____
Carolina Padilla
City Clerk

**SMOTHERS APPRAISAL
a Sole Proprietorship**

By: _____
Signature

By: _____
Signature

Name (Print)

Name (Print)

Title (Print)

Title (Print)

EXHIBIT “A”

SCOPE OF SERVICES

Smother's Appraisal will conduct the appropriate investigations as applicable and necessary to comply with requirements as defined in the *Uniform Standards of Professional Appraisal Practice (USPAP)*. It is anticipated that each appraisal report will not include a leased fee or leasehold analysis; business valuation; subdivision analysis; partial ownership interest valuation; furniture, fixture and/or equipment valuation; billboard valuation; feasibility analysis; contamination, mineral rights, water rights or market studies.

Specifically, Smother's Appraisal will estimate market value of the real estate for potential sale and internal use, using the Direct Sales Comparison Approach. Other methods of valuation are available, if directed by the City, and if the cost is approved by the City. The cost of each report will be provided by Smother's Appraisal and must be agreed upon by the City prior to the commencement of work on each appraisal.

EXHIBIT "B"

SCHEDULE OF SERVICES

Appraisal assignments are complex and adequate time must be allotted to ascertain that the estimates provided are credible. Therefore, the completion of assignments with specific due dates cannot be guaranteed. An estimated date will be provided, but not a guaranteed turnaround time. Assignments are worked in the order received and completed as quickly as is practicable. Upon receipt of the signed contract proposal provided by Smothers Appraisal, the assignment will be put in the queue.

EXHIBIT “C”
COMPENSATION

Senior Appraiser:	Appraisal Services: \$225.00 per hour. Testimony: \$425.00 per hour. (Minimum 4 hours. Includes Court, Mediation &/or Arbitration). Stand-by &/or driving time: \$125.00 per hour (maximum \$3,000 in 24 hours).
Associate Appraisers:	\$125.00 per hour
Field Assistants:	\$75.00 per hour
Administrative:	\$45.00 per hour
Naming as Expert Witness:	\$1,000 Non-Refundable Fee, to be paid in advance of naming, will be applied to subsequent charges. Once the Retention Fee is rendered and accepted, I have made myself available to handle the matter on Client's behalf, and refuse employment by an adverse party; therefore, the Retention Fee is deemed to be earned upon receipt of the fee.

In addition, Smothers Appraisal is to be reimbursed for any and all out-of-pocket expenses such as, but not limited to engineering costs, City, County or agency licenses, fees or costs, zoning or other maps, aerial photographs, court exhibits, copies of deeds or other documents, title company charges, copies of deposition and/or trial transcripts and necessary travel or living expenses. These fees are subject to change, and will be billed at the IRS rate prevailing at the time the charge is incurred.



STAFF REPORT

DATE: SEPTEMBER 6, 2016
 TO: HONORABLE MAYOR CITY COUNCIL MEMBERS
 FROM: BILL SMITH, CITY MANAGER *B*
 PREPARED BY: DAVID X. KOLK, Ph.D., UTILITY DIRECTOR *DK*
 SUBJECT: APPROVAL FOR FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH CRITERION AUTOMATION FOR VETERANS PARK SPLASH PAD

RECOMMENDED ACTION

Staff recommends that the City Council approve the First Amendment to the Professional Services Agreement with Criterion Automation, Inc., increasing the total compensation by \$2,000 for repairs to Veterans Park Splash Pad Tanks and authorize the City Manager to execute the Amendment. The total aggregate amount is not-to-exceed \$27,000.

BACKGROUND

The City currently has a Professional Services Contract with Criterion Automation, Inc., in the amount of \$25,000 with the Water/Wastewater Departments for their Supervisory and Control Data Acquisition (SCADA) systems, which manages reservoir levels, operational status, water quality flows, water system pressures, and alarm conditions; and monitors and controls the operating equipment and lift stations for the Water Reclamation Facility.

The splash pad at Veterans Park was originally installed in 2009. The splash pad is a unique feature at Veterans Park. The water consumed by the splash pad is collected and stored in underground tanks then the water is reused to irrigate the park so the Splash Pad serves two purposes.

ISSUES/ANALYSIS

The Splash Pad Underground Tanks are not working properly; the underground cable circuit is disabled and not allowing the tanks to fill above a specified maximum level. The cable circuit has been compromised twice in the last 3 years. Apparently, gophers like to eat the installation on the underground wiring, shorting out the sensors controlling the tank levels.

Criterion Automation, Inc. is familiar with the Splash Pad and they installed the computer that helps with the operations of the splash pad in conjunction with the irrigation. Parks Staff has been working with Criterion Automation for the past 4 years. Criterion Automation has provided a wireless solution to replace the underground cable at Veterans Park with wireless I/O radios, which will include

industrial gateway and node radios, antennas, power supplies, NEMA4X enclosures, cabling, PLC I/O wiring and field installation for approximately \$2,000.

Colton Municipal Code 3.07.0(A) provides that the City Manager may authorize work in excess of \$25,000, without a formal bid process. Additional services were needed for the splash pad, which increased the costs beyond the original contract amount of \$25,000. The city's Purchasing Policy for Professional Services (CMC Section 3.08.070(G)) states the City Manager shall not award a subsequent contract to the same individual or entity for the same or similar services, or amend, extend or renew such a contract, without City Council approval when the award, amendment, extension or renewal will result in the City paying an aggregate amount of more than twenty-five thousand dollars (\$25,000) to the individual entity in any given fiscal year. Therefore, Council action is needed for the First Amendment.

FISCAL IMPACTS

Sufficient funds are available in the Professional Services Account 100-6150-6205-2350 to cover the Veterans Park Splash Pad Repairs of \$2,000.

ALTERNATIVES

1. Provide alternative direction to staff.

ATTACHMENTS

1. First Amendment to the Professional Services Agreement with Criterion Automation, Inc.

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN THE CITY OF COLTON
AND
CRITERION AUTOMATION, INC.**

1. PARTIES AND DATE.

This First Amendment to the Professional Services Agreement (“First Amendment”) is made and entered into this 7th day of September, 2016 by and between the City of Colton (“City”) and **Criterion Automation** (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this First Amendment.

2. RECITALS.

2.1 Agreement. City and Consultant entered into that certain Professional Services Agreement dated August 10, 2016 (“Agreement”), whereby Consultant agreed to provide Supervisory Control and Data Acquisition (SCADA) system maintenance, retrofits and upgrade services, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project: Colton Utility Authority

City desires to engage Consultant to render such services for the Water and Sewer SCADA System Services projects (“Project”) as set forth in this Agreement. Consultant understands that the City has entered into a Utility System Management Agreement, dated September 1, 2000, with the Colton Utility Authority (“CUA”) for the maintenance, management and operation of its Water Enterprise and Wastewater Enterprise (“CUA Management Agreement”). To the extent that this Agreement is deemed to be a “material contract” under the CUA Management Agreement, City enters into this Agreement on behalf of the CUA and subject to the terms of the CUA Management Agreement.

2.3 Amendment. City and Consultant desire to amend the Agreement for the First time to: (1) increase the total amount of compensation for the additional Wireless I/O Radios and Installation System Services for Veterans Park Splash Pad in an amount not to exceed \$2,000.

3. TERMS.

3.1 Scope of Services. Exhibit “A” of the Agreement is hereby deleted in its entirety and replaced with Exhibit “A” attached hereto and incorporated herein by reference, making the Services described therein part of the Consultant’s required Scope of Services under this Agreement.

3.2 Compensation. Section 3.3.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

"3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Twenty-Seven Thousand Dollars and Zero Cents (\$27,000)**, without written approval of the City Council. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement."

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF COLTON
AND CRITERION AUTOMATION, INC.**

CITY OF COLTON

By: _____
William R. Smith
City Manager

Attest: _____
Carolina R. Padilla
City Clerk

Recommended for Approval:

Executive Director
Colton Utility Authority

CRITERION AUTOMATION, INC.

By: _____
Signature

By: _____
Signature

Name (Print)

Name (Print)

Title (Print)

Title (Print)

EXHIBIT "A"

SCOPE OF SERVICES

Provide PLC/SCADA instrumentation installation, electrical services and SCADA system retrofits, upgrades on an as-needed-basis for the Water Departments wells and reservoir sites, and the Sewer Departments Water Reclamation Facility.

Water Department: \$13,000

Sewer Department: \$12,000

Veterans Park Splash Pad Tanks High Level Wireless Interrupt

Wireless I/O Radios and Installation: Replace the underground cable at Veterans Park - Includes industrial gateway and node radios, antennas, power supplies, NEMA4X enclosures, cabling, PLC I/O wiring and field installation. Commissioning and functional testing with PLC AND Splash Pad upon completion.

Veterans Park Splash Pad Cost: \$1,988

EXHIBIT "C"
COMPENSATION

SCADA System Maintenance Services/Veterans Park Splash Pad Repairs

The total amount for the SCADA System Maintenance Services and replacement/repairs of the underground cable at Veterans Park Splash Pad provided under this Agreement shall not exceed **Twenty-Seven Thousand Dollars and Zero Cents (\$27,000)** through June 30, 2017.

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STAFF REPORT

DATE: SEPTEMBER 6, 2016
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
 FROM: BILL SMITH, CITY MANAGER
 PREPARED BY: DAVID X. KOLK, Ph.D., UTILITIES DIRECTOR
 SUBJECT: COOPERATIVE AGREEMENT WITH SAN BERNARDINO ASSOCIATED GOVERNMENTS (SANBAG) FOR THE RETIMING OF SAN BERNARDINO VALLEY COORDINATED TRAFFIC SIGNAL SYSTEM

RECOMMENDED ACTION

It is recommended that the City Council Approve the Cooperative Agreement between the City of Colton and SANBAG for the retiming of San Bernardino Valley Coordinated Traffic Signal System (SBVCTSS) and authorize the City Manager and the City Attorney to approve any minor non-substantive changes.

BACKGROUND

On September 1, 1999, SANBAG approved the development of the San Bernardino Valley Coordinated Traffic Signal System Plan Tiers 1, 2, 3 and 4 (Project) to be implemented over a 10-year period. As part of the Project, SANBAG has worked with the cities of Chino, Chino Hills, Colton, Fontana, Grand Terrace, Highland, Loma Linda, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Upland and Yucaipa, the County of San Bernardino and Caltrans District 8, to implement a multijurisdictional plan for interconnecting and coordinating traffic signals in the San Bernardino Valley. The goal of the traffic signal synchronization program is to decrease arterial travel times, congestion and pollution.

In 2002, SANBAG implemented a traffic signal coordination, in conjunction with the local agencies, on major arterial corridors on a valley-wide scale with an investment of over \$15 million. Implementation of signal coordination occurred in various phases designated as Tiers 1, 2, 3 and 4, and included approximately 1,250 signalized intersections controlled by sixteen (16) separate local agencies and Caltrans. Both the Tiers 1 & 2 Project (completed in 2008) and Tiers 3 & 4 Project (completed in 2012), showed significant improvements in arterial travel times and reductions in stops and delays.

ISSUES/ANALYSIS

The coordinated timing for the Tiers 1 & 2 portions of the SBVCTSS was completed in 2008 with Tiers 3 & 4 completed in 2012. Without updating the signal coordinated timing, the benefits of SBVCTSS will diminish. The estimated cost for updating timing for the SBVCTSS is \$4.6 million. Previously the roles and responsibilities of the local agencies and SANBAG for the development and maintenance of the SBVCTSS were defined in individual Memoranda of Understanding (MOU), collectively known as MOU C11223. As noted above, these MOUs expire September 30, 2016.

SANBAG staff has been working with Transportation Technical Advisory Committee (TTAC) and City Managers Technical Advisory Committee (TAC) in the development of the cooperative agreements with local agencies to define the continued operation and maintenance of the SBVCTSS. These cooperative agreements define the roles and responsibilities of the parties for retiming of the corridors, the semi-annual assessments to gauge the “health” of the SBVCTSS and the on-call services to assist local agencies with special needs beyond their expertise. Some local agencies have requested that they lead within their jurisdictional boundaries. Due to this, two versions of the cooperative agreements are proposed; one with SANBAG as the lead in the retiming effort, and another with the local agency as the lead. City staff recommend to have SANBAG as the lead agency for the re-timing as indicated on the attached Cooperative Agreement (Exhibit A).

The anticipated cost of retiming is \$3,700 per intersection, once every 3-5 years. The City of Colton has fourteen (14) intersections on the list of corridors (Table 2 on the Cooperative Agreement) that are candidates for retiming. Pepper Avenue is included but the retiming will be done after the completion of the I-10 Interchange Project. Fifty percent (50%) of the funding will be provided by sources at the discretion of the local agency such as local funds, Measure I Valley Major Street Program, or Measure I Local Street Program, and the other 50% from grants secured by SANBAG.

On the same agreement, SANBAG will reimburse the City (\$500 annually) for each signal listed on Table I found to be coordinated as specified and meeting the semi-annual assessment criteria (Attachment A on the Cooperative Agreement).

FISCAL IMPACTS

The estimated cost of retiming to the City is \$25,900 and any expenditures on this agreement will be charged to Measure I Local Street Program (Fund 218) – FY 16/17 Citywide Street and Traffic Improvement Account (set up thru Resolution R-85-16).

ENVIRONMENTAL

The activity for this agreement is a regular traffic signal maintenance and exempt under California Environmental Quality Act (CEQA).

ALTERNATIVES

1. Provide alternative direction to staff.

ATTACHMENTS

1. Exhibit A – Cooperative Agreement between Colton and SANBAG

Exhibit A

Cooperative Agreement

COOPERATIVE AGREEMENT NO. 16-1001388

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

THE CITY OF COLTON

FOR

**SAN BERNARDINO VALLEY COORDINATED TRAFFIC SIGNAL SYSTEM
Operation and Maintenance
(AUTHORITY RETIMING)**

THIS Cooperative Agreement (hereinafter "AGREEMENT") is made and entered into by and between the San Bernardino County Transportation Authority (hereinafter referred to as "AUTHORITY") and the City of Colton, (hereinafter "CITY"). CITY and AUTHORITY may be referred to herein as a "PARTY" and collectively "PARTIES".

I. RECITALS

- A. WHEREAS, on September 1, 1999, the AUTHORITY approved development of the San Bernardino Valley Coordinated Traffic Signal System (SBVCTSS) to be implemented over a 10-year period. AUTHORITY worked with CITY, California Department of Transportation ("Caltrans"), and other local agencies to implement a multijurisdictional plan for interconnecting and coordinating traffic signals in the San Bernardino Valley. The goal of the SBVCTSS is to decrease arterial travel times, congestion and pollution;
- B. WHEREAS, in 2002 starting with the SBVCTSS Master Plan, PARTIES, Caltrans and the other local agencies implemented signal coordination on major arterial corridors on a valley-wide scale in various phases designated as Tiers 1, 2, 3 and 4, and included over 1,250 signalized intersections controlled by fifteen (15) cities, the County of San Bernardino and Caltrans. Both the Tiers 1 and 2 phase (completed in 2008) and Tiers 3 and 4 phase (completed in 2012), at system "turn-on", showed significant improvements in arterial travel times and reductions in stops and delays;
- C. WHEREAS, in July 2011 the AUTHORITY entered into individual Memorandums of Understanding (MOU) with the CITY, and other local agencies, which define the roles and responsibilities for the continual operation and maintenance of the SBVCTSS; these MOUs are collectively known as AUTHORITY's MOU C11223;
- D. WHEREAS, the PARTIES desire that this Cooperative Agreement supersede MOU C11223;
- E. WHEREAS the SBVCTSS is an intricate system requiring constant monitoring and maintenance to ensure maximum benefits;

- F. WHEREAS, to obtain maximum benefit of the systems, the PARTIES would like to enter into this Agreement to ensure the SBVCTSS continues to operate in an efficient manner, including maintaining traffic signal coordinated timing across jurisdictional boundaries, in a continual effort to reduce delays and improve travel times, mobility and air quality in the San Bernardino Valley;
- G. WHEREAS, to assist in obtaining the maximum benefit of the system, the PARTIES wish to work in partnership to maintain the system corridors listed in Table 1 attached hereto, by conducting a periodic assessment (hereinafter referred to as “Assessment Program”);
- H. WHEREAS, industry standards recommend timing to be updated every 3 to 5 years depending on changes in traffic volumes and patterns and roadway geometric improvements, and without updating the coordinated timing the benefits of SBVCTSS diminish;
- I. WHEREAS, to obtain the benefit of updated coordinated timing, the PARTIES propose updating and implementing revised timing plans for the SBVCTSS corridors listed in **Table 2** attached hereto, including Caltrans owned signals on these corridors (hereinafter referred to as “Timing Project”);
- J. WHEREAS the SBVCTSS may require unique support services not normally provided by CITY to address major SBVCTSS coordination issues (hereinafter referred to as “Support Services”);
- K. WHEREAS, PARTIES want to continue operation and maintenance of the SBVCTSS for another three (3) years with an option to extend two (2) more to ensure the SBVCTSS continues to operate as planned in an efficient manner, with communication and cooperation among AUTHORITY and CITY, to maintain the benefits the system affords to the traveling public; and
- L. WHEREAS, this AGREEMENT does not transfer ownership nor does it transfer any legal responsibilities associated with ownership, operation and maintenance of the existing and future improvements from current owners unless specifically stated below.

NOW, THEREFORE, the PARTIES agree as follows:

II. **EFFECTIVE DATE/TERM**

THIS AGREEMENT shall be effective as of the date executed by AUTHORITY and shall terminate when the AUTHORITY’s annual reimbursement as described in Section III, Subsection C is complete or three (3) years from the effective date whichever is earlier, unless earlier terminated in accordance with this Agreement or by mutual agreement. The indemnification and defense obligations and any other terms that contemplate obligations lasting beyond the termination date shall survive termination of this Agreement.

III. **AUTHORITY RESPONSIBILITIES:**

AUTHORITY agrees:

- A. To be the lead agency for the Timing Project, Assessment Program and Support Services, including the selection and retention of consultants, contractors, and coordination with other Local Agencies. Performance of services under these consultant and/or contractor contracts shall be subject to the technical direction of the AUTHORITY's Director of Project Delivery, or his designee, with input and consultation from CITY.
- B. As the lead of the Timing Project, to:
- i. Develop revised timing plans for the corridors listed in Table 2.
 - ii. Implement revised timing plans under the oversight of the CITY.
 - iii. Provide the CITY with a schedule to complete the Timing Project.
 - iv. Seek grants such as Mobile Source Air Pollution Reduction Review Committee (MSRC) grants to fund AUTHORITY's 50% of the Timing Project costs as described by Attachment A. The AUTHORITY's funding of the Timing Project will be limited to the extent of available grant funding.
 - v. Develop a SBVCTSS network corridor priority list for San Bernardino Valley sub-areas, taking into consideration Local Agency boundaries, established on travel delay data from the AUTHORITY's iPeMS monitoring tool.
- C. To administer the Assessment Program, to:
- i. Provide a **\$500** annual reimbursement to the CITY for each CITY signal on the SBVCTSS corridors listed in **Table 1** found to be coordinated as described in Attachment A during AUTHORITY's semi-annual assessment. The AUTHORITY will provide the annual reimbursement for three years, with an option, at AUTHORITY's sole discretion, to extend the period by an additional two years, from the date AUTHORITY deems the corridor coordinated. For a corridor found not coordinated as described in Attachment A for two consecutive assessments, the CITY will not receive the annual reimbursement for the corridor and will not have the annual reimbursement reinstated until the corridor is found to be coordinated in a subsequent assessment.
 - ii. Perform and fund 100% of the semi-annual assessment as described by Attachment A.
- D. As the lead of the Support Services, to:
- i. Provide and fund 100% of the cost for on-call Support Services to assist the CITY on a case-by-case basis to address major traffic signal coordination and related communication system issues on the SBVCTSS corridors listed in **Table 1** that cannot be resolved by the CITY. Support Services include training, a maximum of once per year, for CITY staff in the use and maintenance of coordinated traffic signal system equipment and software. These extra Support Services will be considered upon written request from the CITY to AUTHORITY, and if granted at the discretion of the AUTHORITY, will not alleviate the CITY's responsibility for daily operations and maintenance of the signal timing equipment and communications.

- E. To designate a Project Manager to represent AUTHORITY through whom all communications with the CITY shall be channeled.
- F. To perform the services in accordance with State and Federal standards and practices as applicable.
- G. Assist in responding to public inquiries regarding the signal timing plans for the corridors.
- H. To be responsible for its own administrative and management cost for the Timing Project, Assessment Program and Support Services.

IV. **CITY'S RESPONSIBILITIES**

CITY agrees:

- A. In support of the Timing Project, to;
 - i. Provide timely reviews of Timing Project submittals at no cost to the AUTHORITY.
 - ii. To review and approve revised traffic signal timing plans developed by AUTHORITY for those SBVCTSS coordinated arterials identified in Table 2.
 - iii. Provide oversight of the implementation of the approved traffic signal timing plans by the AUTHORITY as deemed necessary by the CITY.
 - iv. Provide 50% of the Timing Project cost from sources at the discretion of the CITY, such as Local Funds, Measure I Valley Major Street or Measure I Local Street. The CITY's funding of the Timing Project will be limited to the extent of available funding.
 - v. Be the lead on responding to public inquiries regarding the signal timing plans for the corridors within the CITY's jurisdiction.
- B. Assessment Program, to;
 - i. Provide, maintain and operate traffic signal communication equipment between traffic signals, the Traffic Management Center as well as remote access to CITY's Traffic Management Center.
 - ii. Maintain the traffic signal coordination plan for each SBVCTSS corridor.
 - iii. For a corridor found not coordinated as described in Attachment A for two consecutive assessments, the CITY acknowledges it will not receive the annual reimbursement for the corridor and will not have the annual reimbursement reinstated until the corridor is found to be coordinated in a subsequent assessment.
- C. In support of Support Services, to;
 - i. Request in writing to AUTHORITY on-call support services to assist the CITY on a case-by-case basis to address major traffic signal coordination and related communication system issues on SBVCTSS corridors eligible for reimbursement

as listed in **Table 1** that cannot be resolved by the CITY. These extra services will be considered upon written request and justification from the City to AUTHORITY, and if granted at the discretion of the AUTHORITY, would not alleviate the CITY's responsibility for daily operations and maintenance of the signal timing equipment and communications.

- D. To provide encroachment, traffic control, or other permits at no cost authorizing entry of AUTHORITY and its consultants and contractors onto CITY right of way to perform activities outlined in Part III Authority Responsibilities of this Agreement.
- E. To be responsible for its own administrative and management cost for the Timing Project, Assessment Program and Support Services.
- F. To provide at no cost, existing as-built plans and CITY's standard plans and specifications.
- G. To maintain a common time source (either a GPS time clock, or other highly accurate time source) at the appropriate local controller system, field master traffic signal controller or centralized control center for its signals along SBVCTSS arterials identified in **Table 1** and shall resynchronize the system clock time at 12:00 midnight each day.
- H. If modifying existing signalized intersection or constructing new signalized intersection on a coordinated signal system corridor, CITY shall be responsible for providing traffic signal control equipment, traffic signal communications equipment and a signal timing plan that is compatible with such corridor.
- I. To be responsible for funding for the on-going monitoring, maintenance and timing adjustments of SBVCTSS signals within CITY's jurisdiction.
- J. To designate a responsible staff member who will be CITY's representative in attending meetings, receiving communication and reviewing the Timing Project and Assessment documents.
- K. To provide read-only remote access to AUTHORITY's consultant to CITY's Central System to assess communication and coordination of SBVCTSS corridors identified in **Table 1**.

V. MUTUAL RESPONSIBILITIES

- A. To cooperate and coordinate with all PARTIES, adjacent Cities, Caltrans, County of San Bernardino and other jurisdictions, their staff, contractors, consultants and vendors in providing the services and responsibilities required under this AGREEMENT to the extent practicable with respect to the performance hereunder.
- B. To work together in good faith, using reasonable efforts to resolve any issues, changes or disputes arising out of this AGREEMENT.
- C. The Timing Project can be completed in total or in phases depending on the available funding from both PARTIES.
- D. Neither CITY nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be

done by AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this AGREEMENT. It is understood and agreed that, pursuant to Government Code Section 895.4, AUTHORITY shall fully defend, indemnify and save harmless CITY its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY under this AGREEMENT.

- E. Neither AUTHORITY nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this AGREEMENT. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless AUTHORITY its affiliated entities, members officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this AGREEMENT. "Its affiliated entities" as used herein shall mean the San Bernardino Associated Governments, the San Bernardino County Transportation Commission, the San Bernardino County Service Authority for Freeway Emergencies and the San Bernardino County Congestion Management Agency.
- F. CITY is a public entity with Professional Liability, General Liability and Automobile Liability policies of \$10,000,000 each and Workers' Compensation insurance coverage in the statutory limits, to protect against liabilities arising out of the performance of the terms, conditions or obligations of this AGREEMENT, or through self-insurance in accordance with applicable provisions of California law.
- G. AUTHORITY is a public entity with Professional Liability, General Liability and Automobile Liability policies of \$10,000,000 each and Workers' Compensation insurance coverage in the statutory limits, to protect against liabilities arising out of the performance of the terms, conditions or obligations of this AGREEMENT. AUTHORITY shall contractually require any contractor or consultant retained to perform Timing Project work, Assessments or Support Services to maintain sufficient insurance coverage and to name CITY as an additional insured under its Commercial General Liability and Automobile Liability Insurance Policies.
- H. All PARTIES hereto warrant that they are duly authorized to execute this AGREEMENT on behalf of said PARTIES and that, by so executing this AGREEMENT, the PARTIES hereto are formally bound to this AGREEMENT.
- I. Except on subjects preempted by Federal law, this AGREEMENT shall be governed and construed in accordance with the laws of the State of California. All PARTIES agree to follow all local, state, county and federal laws and ordinances with respect to performance under this AGREEMENT.
- J. The PARTIES agree that each PARTY and any authorized representative, designated in writing to the PARTIES, and upon reasonable notice, shall have the right during normal

business hours to examine all PARTIES' financial books and records with respect to this AGREEMENT. The PARTIES agree to retain their books and records for a period of five (5) years from the later of; (a) the date on which this AGREEMENT terminates; or (b) the date on which such book or record was created.

- K. If any clause or provision of this AGREEMENT is found by a court of competent jurisdiction to be illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the PARTIES that the remainder of this AGREEMENT shall not be affected but shall remain in full force and effect.
- L. This AGREEMENT can be amended with a written amendment when agreed upon and duly authorized to be executed by all PARTIES. Facsimile signatures will be permitted.
- M. In the event of litigation arising from this AGREEMENT, each PARTY to this AGREEMENT shall bear its own costs, including attorney(s) fees. This paragraph shall not apply to the costs or attorney(s) fees relative to paragraphs C and D of this Section.
- N. This AGREEMENT may be signed in counterparts, each of which shall constitute an original.
- O. Any notice required or authorized to be given hereunder or any other communications between the PARTIES provided for under the terms of this AGREEMENT shall be in writing, unless otherwise provided for herein, and shall be served personally, by reputable courier; by postage-paid and certified United States Mail (return receipt requested) or by facsimile addressed to the relevant party at the address/fax number stated below.
- P. Notice given under or regarding this AGREEMENT shall be deemed given (a) upon actual delivery, if delivery is personally made or by fax or private courier; or (b) upon deposit into the United States Mail, postage paid and certified (return receipt requested), if properly addressed. Notice shall be sent to the respective Party at the address indicated below or to any other address as a Party may designate from time to time by a notice given in accordance with this paragraph.
 - a. If to CITY
 - City of Colton
 - 650 N. La Cadena Drive
 - Colton, CA 92324
 - Attention: David X. Kolk, Ph.D.
 - Title: Utilities/Public Works Director
 - b. If to AUTHORITY:
 - San Bernardino County Transportation Authority
 - 1170 West 3rd Street, 2nd Floor
 - San Bernardino, CA 92410
 - Attention: Garry Cohoe
 - Director of Project Delivery
- Q. The Recitals stated above are true and correct and are incorporated by this reference into the AGREEMENT.

R. Tables 1 and 2, and Attachment A are attached to and incorporated into this AGREEMENT.

SIGNATURES ON THE FOLLOWING PAGE:

**SIGNATURE PAGE TO
COOPERATIVE AGREEMENT NO. 16-1001388
BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
AND
THE CITY OF COLTON**

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

CITY OF COLTON

By: _____
Raymond W. Wolfe
Executive Director

By: _____
Richard DeLaRosa
Mayor

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Eileen Monaghan Teichert
General Counsel

By: _____
Best, Best and Krieger LLP
City Attorney

TABLE 1

Corridors Eligible for Reimbursement				
No.	Arterial Street	Limits		Number of Signals
		From	To	
1	Mt. Vernon Ave.	Valley Blvd.	Olive St.	4
2	La Cadena Dr.	7th St.	Mt. Vernon	9
3	Rancho Ave.	Valley Blvd.	Johnston St.	6
4	Pepper Ave.	Valley Blvd.	San Bernardino Ave.	4
5	Valley Blvd.	9 th St.	Wildrose Ave.	3
6	Pennsylvania Ave.	Mill St.		1
7	Colton Ave.	Fairview Ave.		1
8	Reche Canyon Road	Washington/ Barton	Shane Dr.	3
9				
10				
11				
12				
13				
Total Number of Signals				31

Note: Traffic signals added to an "Arterial Street" within the "Limits" as described by Table 1 after the execution of this Agreement may be added to Table 1 without an amendment.

Table 2 Corridors Receiving Timing Plan Update				
No.	Arterial Street	Limits		Number of Signals
		From	To	
1	Mt. Vernon Ave.	Valley Blvd.	Olive Ave.	4
2	Rancho Ave.	Valley Blvd.	Johnston St.	6
3	Pepper Ave.	Valley Blvd	San Bernardino Ave.	4
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
Total Number of Signals				14

Note: Traffic signals added to an “Arterial Street” within the “Limits” as described by Table 2 after the execution of this agreement may be added to Table 2 without an amendment.

Attachment A

Semi-Annual Assessment Criteria

A corridor is deemed to be coordinated and in compliance to receive the annual reimbursement per signal if the following criteria are met:

- A. Traffic signal communication equipment between traffic signals and the Traffic Management Center, if operational at the completion of SBVCTSS Tiers 1 thru 4, and remote access to CITY's Traffic Management Center are functional.
- B. The traffic signal coordination plan is implemented; the coordination plan cycle length and the timing offset between signals are per the traffic signal coordination plan.

The following issues will be taken into consideration when determining compliance:

- A. Communication failures caused by a third party, such as the communication provider.
- B. When an isolated traffic signal(s) on a corridor is brought in compliance in the following semi-annual assessment, while a different isolated traffic signal(s) is found to be out of compliance in the same semi-annual assessment.



STAFF REPORT

DATE: SEPTEMBER 6, 2016
TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
FROM: BILL SMITH, CITY MANAGER *BS*
PREPARED BY: DAVID X. KOLK, Ph.D., UTILITIES DIRECTOR *DKC*
SUBJECT: PARCEL MAP 19549

RECOMMENDED ACTION

It is recommended that the City Council accept and approve the recordation of Parcel Map 19549.

BACKGROUND

Parcel Map 19549 is located on the northwest corner of Fairway Drive and Auto Plaza Drive. As recorded by the County of San Bernardino, the map is a portion of Parcel I (Parcel A) of Parcel Map 18599, as per map recorded in book 219, pages 71 through 72, together with a portion of Lot 9, Block 54, Rancho San Bernardino, as per plat recorded in Book 7, page s 2 and 2A. The Parcel map encompasses approximately 8.34 acres. The development consists of one industrial building.

ISSUES/ANALYSIS

The proposed development, owned by CPRF Fairway, LLC, will dedicate right-of-way to the City of Colton of approximately 1,237 square feet along Fairway Drive for streets and public utility purposes. The Parcel Map has been reviewed for conformance with the Subdivision Map Act and local ordinances. All applied conditions have been addressed by the owner.

FISCAL IMPACTS

No financial impact for this action.

ALTERNATIVES

1. Provide alternative direction to staff.

ATTACHMENTS

1. Exhibit A – Parcel Map 19549

Exhibit A

PARCEL MAP 19549

IN THE CITY OF COLTON, STATE OF CALIFORNIA

PARCEL MAP No. 19549

BEING PARCEL 1 OF PARCEL MAP 18599 PER MAP RECORDED IN BOOK 219, PAGES 71 TO 72, INCLUSIVE, OF PARCEL MAPS, TOGETHER WITH A PORTION OF THE EAST 8 ACRES OF THE NORTH 1/2 OF LOT 9, BLOCK 54, RANCHO SAN BERNARDINO, AS PER PLAT RECORDED IN BOOK 7 OF MAPS, PAGES 2 AND 2A, RECORDS OF SAN BERNARDINO, STATE OF CALIFORNIA

DAWSON SURVEYING, Inc.

MAY 2016

OWNER'S STATEMENT

WE HEREBY STATE WE ARE ALL AND THE ONLY PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND SUBDIVIDED AS SHOWN ON THE ANNEXED MAP, AND WE CONSENT TO THE PREPARATION AND RECORDED OF THIS PARCEL MAP. WE HEREBY IRREVOCABLY OFFER TO DEDICATE TO THE CITY OF COLTON, THE PUBLIC IN GENERAL, AND TO ANY OF THE SEVERAL PUBLIC UTILITY COMPANIES WHICH ARE AUTHORIZED TO SERVE IN SAID SUBDIVISION, AN EASEMENT FOR PUBLIC ROADS, COUNTY HIGHWAYS, AND PUBLIC UTILITY PURPOSES IN, UNDER, OVER, THROUGH, AND ACROSS FAIRWAY DRIVE AS SHOWN ON THE ANNEXED MAP. THE EXPRESSED RIGHTS TO THE PUBLIC IN GENERAL AND TO THE SEVERAL UTILITY COMPANIES SHALL BE AND SHALL REMAIN INFERIOR TO THE SUPERIOR RIGHTS OF THE CITY OF COLTON.

CRPF II FAIRWAY LLC, A DELAWARE LIMITED LIABILITY COMPANY

PATRICK B. DANIELS
CHIEF OPERATING OFFICER

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

NOTARY ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

ON _____ BEFORE ME, _____, A NOTARY PUBLIC, PERSONALLY APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL MY COMMISSION EXPIRES _____

PRINT NAME _____ SIGNATURE _____
MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY.

SIGNATURE OMISSIONS

THE SIGNATURE OF SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, OWNER OF AN EASEMENT FOR PUBLIC UTILITIES AS DISCLOSED BY DOCUMENT RECORDED JUNE 25, 1928 IN BOOK 110, PAGE 356 OF OFFICIAL RECORDS, HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436 OF THE SUBDIVISION MAP ACT. THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE AND SAID EASEMENT CANNOT BE LOCATED OF RECORD.

THE SIGNATURE OF SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, OWNER OF AN EASEMENT FOR PUBLIC UTILITIES AS DISCLOSED BY DOCUMENT RECORDED MARCH 20, 1931 IN BOOK 705, PAGE 246 OF OFFICIAL RECORDS, HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66438 OF THE SUBDIVISION MAP ACT. THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE AND SAID EASEMENT CANNOT BE LOCATED OF RECORD.

THE SIGNATURE OF SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, OWNER OF AN EASEMENT FOR ELECTRIC LINE AS DISCLOSED BY DOCUMENT RECORDED MARCH 18, 1953 IN BOOK 3127, PAGE 459 OF OFFICIAL RECORDS, HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66438 OF THE SUBDIVISION MAP ACT. THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE AND SAID EASEMENT CANNOT BE LOCATED OF RECORD.

AUDITOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE REAL PROPERTY SHOWN UPON THIS MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES, SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS, NOT YET PAYABLE, ESTIMATED TO BE \$ _____.

DATED: _____
OSCAR VALDEZ, AUDITOR-CONTROLLER/TREASURER/TAX COLLECTOR
COUNTY OF SAN BERNARDINO

BY: _____ DEPUTY

BOARD OF SUPERVISOR'S CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ _____ HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL OR LOCAL, AND ALL SPECIAL ASSESSMENTS, COLLECTED AS TAXES, WHICH AT THE TIME OF THE FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY, BUT NOT YET PAYABLE AND THAT THE SUBDIVIDER HAS FILED WITH ME A CERTIFICATE BY THE PROPER OFFICER GIVING HIS ESTIMATE OF THE AMOUNT OF SAID TAXES AND SPECIAL ASSESSMENTS, AND SAID BOND IS HEREBY ACCEPTED.

DATED: _____
LAURA H. WELCH
CLERK OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SAN BERNARDINO

BY: _____ DEPUTY

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF CRPF II FAIRWAY LLC ON JULY 16, 2015. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE _____ AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

ROBERT JOHN DAWSON, PLS 6932 DATE _____
EXPIRATION DATE 09/30/17



CITY ENGINEER'S CERTIFICATE

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP, AND THAT THE SUBDIVISION SHOWN THEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THERETO, AND THAT ALL THE PROVISIONS OF THE SUBDIVISION MAP ACT AND CITY OF COLTON SUBDIVISION ORDINANCE HAVE BEEN COMPLIED WITH.

VICTOR ORTIZ RCE 73848 DATE _____
REGISTRATION EXPIRES: 06/30/17

I HEREBY STATE THAT I HAVE EXAMINED THE ANNEXED MAP, AND THAT I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

JOHN G. EGAN RCE 14653 DATE _____
REGISTRATION EXPIRES: 03/31/17

CITY COUNCIL'S CERTIFICATE

RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLTON, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA THAT THIS MAP OF PARCEL MAP 19549, THE FOREGOING DEDICATIONS SUBJECT TO THEIR IMPROVEMENTS FOR STREET PURPOSES, ALL PUBLIC THOROUGHFARES, BEING ONE IN THE SAME, SHOWN ON SAID MAP ARE HEREBY ACCEPTED, AND WE HEREBY ACCEPT THE ABANDONMENT OF THAT CERTAIN EASEMENT FOR STREET AND HIGHWAY PURPOSES IN FAVOR OF THE CITY OF COLTON PER INSTRUMENT No. 11, BOOK 6975, PAGE 300, RECORDED FEBRUARY 15, 1998, AND RECORDED IN BOOK 6744, PAGE 955, DECEMBER 19, 1998, OF OFFICIAL RECORDS, AS SHOWN ON SAID MAP. WE ALSO ACCEPT THE ABANDONMENT OF THAT CERTAIN EASEMENT FOR PUBLIC UTILITY PURPOSES IN FAVOR OF THE CITY OF COLTON (AS SUCCESSOR TO SOUTHERN CALIFORNIA EDISON COMPANY) AS RECORDED IN BOOK 3589, PAGE 531, OFFICIAL RECORDS, AS SHOWN ON SAID MAP. WE ALSO ACCEPT THE ABANDONMENT OF THAT CERTAIN EASEMENT FOR PUBLIC UTILITY PURPOSES IN FAVOR OF THE CITY OF COLTON (AS SUCCESSOR TO SOUTHERN CALIFORNIA EDISON COMPANY) AS RECORDED IN BOOK 3263, PAGE 369, OFFICIAL RECORDS, AS SHOWN ON SAID MAP.

THE FOREGOING RESOLUTION WAS ADOPTED BY THE CITY OF COLTON ON THIS DAY OF _____ 20____ BY THE FOLLOWING VOTE:

NOES:

ABSENT:

CAROLINA R. PADILLA
CITY CLERK OF THE CITY OF COLTON

I HEREBY APPROVE THE FOREGOING RESOLUTION.

RICHARD A. DeLaRosa
MAYOR OF THE CITY OF COLTON

SAN BERNARDINO COUNTY RECORDER'S CERTIFICATE

THIS MAP HAS BEEN FILED UNDER THE DOCUMENT NUMBER _____ THIS DAY OF _____, 20____, AT _____ M. IN BOOK _____ OF PARCEL MAPS AT PAGE _____ AT THE REQUEST OF COMMONWEALTH LAND TITLE INSURANCE COMPANY, IN THE AMOUNT OF \$ _____.

BOB DUTTON
ASSESSOR-RECORDER
COUNTY OF SAN BERNARDINO

BY: _____ DEPUTY RECORDER

IN THE CITY OF COLTON, STATE OF CALIFORNIA

PARCEL MAP No. 19549

BEING PARCEL 1 OF PARCEL MAP 18599 PER MAP RECORDED IN BOOK 219, PAGES 71 TO 72, INCLUSIVE, OF PARCEL MAPS, TOGETHER WITH A PORTION OF THE EAST 8 ACRES OF THE NORTH 1/4 OF LOT 9, BLOCK 54, RANCHO SAN BERNARDINO, AS PER PLAT RECORDED IN BOOK 7 OF MAPS, PAGES 2 AND 2A, RECORDS OF SAN BERNARDINO, STATE OF CALIFORNIA

DAWSON SURVEYING, Inc. MAY 2016



SCALE: 1" = 50'

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT
GRANT DEED #128648 O.R.

FD 3/4" BRASS DISC
STAMPED "SBCFCD 1948"
DN. 0.5" PER RS 5227-28 and
RS 8927. 0.15" NLY OF
N.W. CORNER

EASEMENT OF THE CITY OF COLTON
FOR STREET AND INCIDENTAL PURPOSES
BOOK 6744, PAGE 855 O.R. AND
BOOK 6975, PAGE 399 O.R.
(TO BE ABANDONED BY THIS MAP)

DESTROYED

94.00'
(94.05')

484.23'
(484.24')

LOT "D" PM 18599, PMB 219 / 71-72
ACCEPTED BY CITY SUBJECT TO
IMPROVEMENTS - IMPROVEMENTS
NOT COMPLETED

EASEMENT OF THE CITY OF COLTON
AS SUCCESSOR AGENCY TO SOUTHERN
CALIFORNIA EDISON COMPANY FOR
PUBLIC UTILITY PURPOSES PER
BOOK 3283, PAGE 309, O.R.
(TO BE ABANDONED BY THIS MAP)

EASEMENT OF THE CITY OF COLTON
AS SUCCESSOR AGENCY TO SOUTHERN
CALIFORNIA EDISON COMPANY FOR
PUBLIC UTILITY PURPOSES PER
BOOK 3593 PAGE 531, O.R.
(TO BE ABANDONED BY THIS MAP)

PARCEL 1 PM 18599
PMB 219 / 71-72

LOT "C" PM 18599, PMB 219 / 71-72
ACCEPTED BY CITY SUBJECT TO
IMPROVEMENTS - IMPROVEMENTS
NOT COMPLETED

PARCEL 1
8.34 ACRES

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT

POP. LOT 9, BLOCK 54
Mb 7 / 2

AUTO PLAZA DRIVE

CITY OF SAN BERNARDINO
CITY OF COLTON

FD 3/4" BRASS DISC
STAMPED "SBCFCD 1948"
DN. 0.5" PER RS 5227-28 and
RS 8927. 25.12" NLY OF
CL OF FAIRWAY DRIVE

ADDITIONAL 13' CITY RIGHT-OF-WAY
TO BE DEDICATED PER THIS MAP

LOT "A" PM 18599, PMB 219 / 71-72
ACCEPTED BY CITY SUBJECT TO
IMPROVEMENTS - IMPROVEMENTS
NOT COMPLETED

LOT "B" PM 18599, PMB 219 / 71-72
ACCEPTED BY CITY SUBJECT TO
IMPROVEMENTS - IMPROVEMENTS
NOT COMPLETED

DESTROYED

DESTROYED

DESTROYED

FD 1" IP W/ PLASTIC PLUG
STAMPED LS 3813, FLUSH
PER RS 8987, 0.15" SOUTH
OF CL OF FAIRWAY DRIVE

FAIRWAY DRIVE

FD 1" IP TAGGED S.B.C. SURVEYOR
DN. 0.2" PER TR No. 12837 30256-37
and RS 8987.

SURVEYOR'S NOTES

- INDICATES MONUMENT FOUND AS NOTED
 - INDICATES FOUND 1" IP AND TAG "LS 7993" PER PM 18599 PMB 219/71-72
 - INDICATES SET 1" IRON PIPE, 18" IN LENGTH, TAGGED "LS 6932" FLUSH, UNLESS OTHERWISE NOTED.
 - () INDICATES RECORD DATA PER PM 18599 PMB 219/71-72
 - (R) INDICATES RADIAL BEARING
- BASIS OF BEARINGS TAKEN AS N 89°58'44" W AS SHOWN ON CENTERLINE OF FAIRWAY DRIVE PER PARCEL MAP 18599, MB 219/71-72



STAFF REPORT

DATE: SEPTEMBER 6, 2016
TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
FROM: BILL SMITH, CITY MANAGER *BS*
PREPARED BY: DAVID X. KOLK, Ph.D., UTILITY DIRECTOR *DK*
SUBJECT: MEASURE I FIVE YEAR CAPITAL IMPROVEMENT PLAN AND
CAPITAL PROJECT NEEDS ANALYSIS FOR FY 2016-2017

RECOMMENDED ACTION

It is recommended that the City Council:

1. Approve Resolution No. R-83-16 reaffirming and adopting Fiscal Year 2016/2017 Measure I Five-Year Capital Improvement Plan and Expenditure Strategy Plan.
2. Approve Resolution No. R-84-16 approving submittal of the Fiscal Year 2017/2018 thru FY 2021/2022 Five-Year Capital Projects Needs Analysis (CPNA) to the San Bernardino Associated Governments, as required by the Measure I Strategic Plan.
3. Approve Resolution R-85-16 amending the Fiscal Year 2016/2017 Capital Improvement Program (CIP) Budget.

BACKGROUND

In 1989, the San Bernardino County voters approved the passage of Measure I, authorizing San Bernardino Associated Governments (SANBAG) acting as the San Bernardino County Transportation Authority, to impose a one-half of one-percent sales tax through 2010. This tax revenue is designated for transportation and traffic management programs. In 2004, voters approved an extension of this sales tax through 2040.

Measure I requires that each local jurisdiction receiving program revenues annually adopt a Five-Year Capital Improvement Plan and an Expenditure Strategy Plan. The Five-Year Capital Improvement and Expenditure Strategy Plan outlines how the local agency plans to expend its funds. As part of the County-Wide Measure I Sales Initiative Program, the measure requires an annual adoption and update of the respective plans.

ISSUES/ANALYSIS

Measure I Five-Year Capital Improvement Plan and Expenditure Strategy Plan

Measure I Policy Valley Local Streets (VLS) -11 requires that the Five Year Capital Improvement Plan shall be the basis for the annual audit. Jurisdictions will have flexibility in moving projects around in their Five Year Capital Improvement Plan based on the necessities of the jurisdiction. However, in order for the project to be qualified for expenditure of Local Streets funds, the project must be included in the Five Year Capital Improvement and Expenditure Strategy Plan.

Measure I Local Pass-Through funds estimated revenue for Fiscal Year 2016/2017 to Fiscal Year 2020/2021 is estimated at \$4,776,561.44. Attached as exhibits are the Five Year Measure I Capital Improvement Plan Plan (Exhibit A) and the Measure I Expenditure Strategy Plan (Exhibit B) for Fiscal Year 2016/2017 to Fiscal Year 2020/2021. The plan identifies a five-year plan for twenty-two (22) projects and their cost.

The projects that will be funded by Measure I for Fiscal Year 2016/2017 are as follows with corresponding cost:

- | | |
|---|------------|
| 1. Pavement Rehabilitation - Washington St. (Mt. Vernon to Waterman) | \$ 150,000 |
| 2. Pavement Rehabilitation - Rancho Avenue (Valley Blvd. to Mill Street) | \$ 110,000 |
| 3. Pavement Rehabilitation - Sycamore Avenue | \$ 50,000 |
| 4. Pavement Rehabilitation - M Street (Fogg to Mt. Vernon Ave.) | \$ 146,000 |
| 5. Pavement Rehabilitation - Pepper Ave. (San Bernardino Ave to Plum Pl.) | \$ 210,000 |
| 6. Citywide Striping Project | \$ 75,000 |

Staff recommends approval of the attached Resolution No. R-83-16, affirming the Measure I Capital Improvement Plan and Expenditure Strategy Plan for Fiscal Year 2016/2017 through Fiscal Year 2020/2021.

Measure I Five-Year Capital Project Needs Analysis

In April 1, 2009, SANBAG Board of Directors approved the Strategic Plan, which is the reference manual and policy document for the administration of Measure I 2010-2040 programs by SANBAG and its member agencies. The Strategic Plan requires all local jurisdictions applying for revenue from the Measure I-Valley Street and Freeway Interchange Programs to annually adopt and update a Five-Year Capital Project Needs Analysis. Staff requests authorization (Resolution No. R-84-16) to submit the updated Capital Project Needs Analysis for FY 2017/2018 thru FY 2021/2022), attached to this report as Exhibit C.

Local jurisdictions apply for funds from the Valley Street and Freeway Interchange Programs to finance improvements along City arterial roadways and interchanges. The projects identified for allocations are arterial improvements to the La Cadena Drive over Santa Ana River Bridge Replacement Project, Mount Vernon Avenue over UPRR Bridge Widening Project, and Reche Canyon Road Re-alignment to Hunts Lane Project. These projects are all identified in our current

Capital Improvement Program. Exhibit D shows the Measure I Major Street Arterial Program Allocations for each local jurisdiction.

The prior and current year Measure I Arterial Funding, with the required Development Impact Fee (DIF) match, is being used as a match for the federally funded projects such as the Mt. Vernon Avenue Bridge Widening Project and the La Cadena Drive Bridge over Santa Ana River Bridge Replacement Project. These two projects are on-going and currently in environmental and design phase, and anticipated to be in construction towards the end of 2017. The Measure I Arterial Funding for the Reche Canyon Re-alignment to Hunts Lane will be used as a match for the federal High Priority Project (HPP)/DEMO funding.

FISCAL IMPACTS

Expenditure accounts are already set up for the following pavement rehabilitation projects that will receive Measure I funding for Fiscal Year 2016/2017:

1. Washington St. (Mt. Vernon to Waterman) - #218-1707-6150-3890 (\$150,000)
2. Rancho Avenue (Valley Blvd. to Mill Street) - #218-1708-6180-3890 (\$110,000)
3. Sycamore Ave. - #218-1702-61850-380 (\$50,000) & #450-1511-6970-3890 (\$18,758.04)
4. M Street (Fogg to Mt. Vernon Ave.) - #218-1709-6150-3890 (\$146,000)

Approval of Resolution R-85-16 will create the expenditure account for the Pepper Avenue Pavement Rehabilitation Project, the Citywide Striping Project, and the Citywide Street and Traffic Improvement.

ENVIRONMENTAL IMPACTS

Each of the Projects listed on the Measure I Five Year Capital Improvement Plan and Expenditure Strategy Plan, and the Measure I Five-Year Capital Project Needs Analysis are required to comply with the National Environmental Protection Agency (NEPA) and/or California Environmental Quality Acts (CEQA).

ALTERNATIVES

1. Provide alternative direction to staff.

ATTACHMENTS

1. Exhibit A - Five Year Plan Capital Improvement Plan
2. Exhibit B - Expenditure Plan
3. Exhibit C - Five Year Capital Project Needs Analysis
4. Exhibit D - Measure I Major Street Arterial Program Allocations
5. Exhibit E - Resolution No. R-83-16 - Five Year Plan Capital Improvement Plan
6. Exhibit F - Resolution No. R-84-16 - Five Year Capital Project Needs Analysis
7. Exhibit G – Resolution No. R-85-16 – Amend FY 16/17 CIP Budget

Exhibit A

Measure I Five Year Capital Improvement Plan

Exhibit B

Measure I Expenditure and Strategy Plan

City of Colton

MEASURE “I” EXPENDITURE STRATEGY PLAN

The City of Colton allocates approximately seventy-five percent of annual Measure I revenue for system improvements to streets infrastructure. Delivery of these improvements is focused on streets requiring rehabilitation or capacity enhancement improvements. Measure I funds are also being used to provide local match for federal and state grant funded projects; these projects are focused on improving Colton’s infrastructure and/or transportation system for pedestrian/bicycle/vehicular traffic.

The remaining twenty-five percent of the City’s annual Measure I revenue are allocated to traffic safety such as traffic sign installation/replacement, striping and traffic signal upgrade. All identified improvements are consistent with the goals of the city’s General Plan Circulation Element.

Exhibit C

Measure I Five Year Capital Projects Need Analysis

Capital Project Needs Analysis
City of Colton
Valley Arterial Sub-Program

09/06/2016 City

Project Information	Phase	Funding	PRIOR*	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FUTURE
Wenden La Cadena Dr. from Rancho Ave. to Iowa Split Incl. Bridge Over Santa Ana River	PA&ED								
	Total Cost:	\$1,000,600.00							
	Fund Type:	MI MAJ ST	\$ 65,030.00						
		HBRR	\$ 885,300.00						
Total Project Cost (FY 15/16 - 19/20): \$26,054,640.00		DEV FEE	\$ 50,270.00						
		- Select Fund -	\$ -						
		Other:	\$ -						
Total Measure I Request (FY 15/16 - 19/20): \$517,920.00 (Summation of MI MAJ ST)	PS&E								
	Total Cost:	\$1,460,180.00							
	Fund Type:	MI MAJ ST	\$ 104,790.00						
		HBRR	\$ 1,274,370.00						
Total Project Cost (All phases): \$26,054,640.00		DEV FEE	\$ 81,020.00						
		- Select Fund -	\$ -						
		Other:	\$ -						
Comments:	ROW								
	Total Cost:	\$150,000.00							
	Fund Type:	MI MAJ ST	\$ 9,700.00						
		HBRR	\$ 132,800.00						
Total Project Cost (All phases): \$26,054,640.00		DEV FEE	\$ 7,500.00						
		- Select Fund -	\$ -						
		Other:	\$ -						
Total Project Cost (All phases): \$26,054,640.00	CONST								
	Total Cost:	\$23,443,860.00							
	Fund Type:	MI MAJ ST	\$ 84,600.00						
		HBRR	\$ 5,921,070.00						
Total Project Cost (All phases): \$26,054,640.00		DEV FEE	\$ 65,400.00						
		MI LOCAL ST	\$ 150,000.00						
		- Select Fund -	\$ -						
Total Project Cost (All phases): \$26,054,640.00		- Select Fund -	\$ -						
		Other:	\$ -						
			\$ -						

*Prior should identify any expenses incurred in prior years that have not yet been reimbursed by SANBAG including FY 2014/2015 expenses.

**Capital Project Needs Analysis
City of Colton
Valley Arterial Sub-Program**

09/06/2016 City

Project Information	Phase	Funding	PRIOR*	Public Share: 56.4%					Dev. Share: 43.60%	FY 21/22	FY 20/21	FY 19/20	FY 18/19	FY 17/18	FY 16/17	FUTURE	
				PA&ED	PS&E	ROW	CONST										
Mount Vernon Ave. Bridge over UPRR Widening Project	Total Cost:	\$1,375,000.00															
	Fund Type:	MI MAJ ST	\$ 155,100.00													\$ -	
		HBRR	\$ 1,100,000.00														\$ -
		DEV FEE	\$ 119,900.00														\$ -
		- Select Fund	\$ -													\$ -	
		Other:	\$ -													\$ -	
Total Project Cost (FY 15/16 - 19/20): \$11,149,707.50	Total Cost:	\$1,308,640.00															
	Fund Type:	MI MAJ ST	\$ 129,110.00													\$ -	
		DEMO	\$ 1,079,730.00													\$ -	
		DEV FEE	\$ 99,800.00													\$ -	
Total Measure I Request (FY 15/16 - 19/20): \$522,330.00 (Summation of MI MAJ ST)	Total Cost:	\$150,000.00															
	Fund Type:	MI MAJ ST	\$ 9,700.00													\$ -	
		DEMO	\$ 132,800.00													\$ -	
		DEV FEE	\$ 7,500.00													\$ -	
Total Project Cost (All phases): \$11,149,707.50	Total Cost:	\$8,316,067.50															
	Fund Type:	MI MAJ ST	\$ 57,105.00													\$ -	
		HBRR	\$ 1,454,437.50													\$ -	
		DEV FEE	\$ 44,145.00													\$ -	
Comments:	Total Cost:	\$150,000.00															
	Fund Type:	MI LOCAL ST	\$ 150,000.00													\$ -	
		- Select Fund	\$ -													\$ -	
		- Select Fund	\$ -													\$ -	
	Other:	\$ -													\$ -		

*Prior should identify any expenses incurred in prior years that have not yet been reimbursed by SANBAG including FY 2014/2015 expenses.

Capital Project Needs Analysis

City of Colton
Valley Arterial Sub-Program

09/06/2016 City

Project Information	Phase	Funding	PRIOR*	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FUTURE
Realign Reche Cyn. Rd. to Hunts Lane from Washington St. to City Limit (New 4 lane road)	PA&E	\$134,985.00	-	\$ 15,226.31	-	\$ -	-	\$ -	-
	Total Cost:	MI MAJ ST	-	\$ 107,988.00	-	\$ -	-	\$ -	-
	Fund Type:	DEMO	-	\$ 11,770.69	-	\$ -	-	\$ -	-
		DEV FEE	-	\$ -	-	\$ -	-	\$ -	-
		- Select Fund	-	\$ -	-	\$ -	-	\$ -	-
		Other:	-	\$ -	-	\$ -	-	\$ -	-
Total Project Cost (FY 17/18 - 21/22): \$2,449,950.00	PS&E	\$314,965.00	-	\$ -	\$ 35,528.05	\$ -	-	\$ -	-
	Total Cost:	MI MAJ ST	-	\$ -	\$ 251,972.00	\$ -	-	\$ -	-
	Fund Type:	DEMO	-	\$ -	\$ 27,464.95	\$ -	-	\$ -	-
		DEV FEE	-	\$ -	\$ -	\$ -	-	\$ -	-
		- Select Fund	-	\$ -	\$ -	\$ -	-	\$ -	-
		Other:	-	\$ -	\$ -	\$ -	-	\$ -	-
Total Project Cost (All phases): \$2,449,950.00	ROW	\$0.00	-	\$ -	-	\$ -	-	\$ -	-
	Total Cost:	MI MAJ ST	-	\$ -	\$ -	\$ -	-	\$ -	-
	Fund Type:	- Select Fund	-	\$ -	\$ -	\$ -	-	\$ -	-
		- Select Fund	-	\$ -	\$ -	\$ -	-	\$ -	-
		- Select Fund	-	\$ -	\$ -	\$ -	-	\$ -	-
		Other:	-	\$ -	\$ -	\$ -	-	\$ -	-
Comments:	CONST	\$2,000,000.00	-	\$ -	\$ -	\$ 112,800.00	\$ 112,800.00	\$ 169,200.00	\$ -
	Total Cost:	MI MAJ ST	-	\$ -	\$ -	\$ 87,200.00	\$ 87,200.00	\$ 130,800.00	\$ -
	Fund Type:	DEV FEE	-	\$ -	\$ 150,000.00	\$ 150,000.00	\$ 200,000.00	\$ 200,000.00	\$ -
		MI LOCAL ST	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		- Select Fund	-	\$ -	\$ -	\$ -	\$ -	\$ -	-
		- Select Fund	-	\$ -	\$ -	\$ -	\$ -	\$ -	-
		- Select Fund	-	\$ -	\$ -	\$ -	\$ -	\$ -	-
		Other: TIF	-	\$ -	\$ -	\$ 150,000.00	\$ 200,000.00	\$ 250,000.00	\$ -

*Prior should identify any expenses incurred in prior years that have not yet been reimbursed by SANBAG including FY 2014/2015 expenses.

Exhibit D

Measure I Major Street Arterial Program Allocations

Measure I Major Street Arterial Program Allocations & Reimbursements

Jurisdiction	Equitable Share	Approved FY 10/11 Allocation	Approved FY11/12 Allocation	Approved Adjusted FY12/13 Allocation	Approved Adjusted FY13/14 Allocation	Approved Adjusted FY 14/15 Allocation	Approved Adjusted FY 15/16 Allocation	Approved Adjusted FY 16/17 Allocation	Cumulative Allocation through FY16/17	Reimbursements thru 6/30/16	Remaining Balance
	<i>Revised March 2015</i>										
Chino	7.591%	\$482,680.00	\$638,400.00	\$158,390.00	\$45,900.00	\$748,748.26	\$726,503.33	\$1,104,086.73	\$3,904,708.32	\$298,945.94	\$3,605,762.38
Chino Hills	2.194%	\$139,720.00	\$184,800.00	\$45,860.00	\$13,290.00	\$170,892.92	\$195,262.69	\$319,236.20	\$1,069,051.80	\$0.00	\$1,069,051.80
Colton	2.534%	\$158,780.00	\$210,000.00	\$52,100.00	\$15,100.00	\$246,298.77	\$258,069.39	\$367,173.28	\$1,307,521.44	\$155,320.29	\$1,152,201.15
Fontana	19.400%	\$1,238,450.00	\$1,638,000.00	\$786,170.00	\$528,350.00	\$1,526,654.76	\$1,295,957.71	\$2,599,771.41	\$9,613,353.88	\$1,363,192.13	\$8,250,161.75
Grand Terrace	1.389%	\$88,910.00	\$117,600.00	\$29,180.00	\$8,460.00	\$137,927.31	\$129,005.04	\$202,374.43	\$713,456.78	\$54,997.22	\$658,459.56
Highland	6.777%	\$431,870.00	\$571,200.00	\$141,720.00	\$41,070.00	\$528,212.65	\$601,236.06	\$986,254.68	\$3,301,563.39	\$0.00	\$3,301,563.39
Loma Linda	4.074%	\$260,390.00	\$344,400.00	\$85,450.00	\$24,760.00	\$318,479.98	\$356,250.92	\$593,344.27	\$1,983,075.17	\$0.00	\$1,983,075.17
Montclair	0.597%	\$38,110.00	\$50,400.00	\$22,500.00	\$9,930.00	\$36,611.70	\$46,243.52	\$81,000.88	\$284,796.09	\$6,308.40	\$278,487.69
Ontario	12.272%	\$781,170.00	\$1,033,200.00	\$434,900.00	\$74,290.00	\$776,889.94	\$1,094,554.02	\$1,679,741.55	\$5,874,745.52	\$343,307.86	\$5,531,437.66
Rancho Cucamonga	5.044%	\$323,900.00	\$428,400.00	\$430,190.00	\$30,800.00	\$335,152.13	\$461,717.82	\$561,546.12	\$2,571,706.07	\$2,009,407.74	\$562,298.33
Redlands	4.854%	\$311,200.00	\$411,600.00	\$102,120.00	\$29,600.00	\$380,625.59	\$418,032.94	\$707,510.82	\$2,360,889.35	\$0.00	\$2,360,889.35
Rialto	3.831%	\$247,690.00	\$327,600.00	\$81,280.00	\$23,560.00	\$384,226.08	\$339,544.91	\$559,629.28	\$1,963,530.27	\$1,403,900.99	\$559,629.28
San Bernardino	7.857%	\$501,730.00	\$663,600.00	\$164,650.00	\$47,720.00	\$613,654.11	\$714,291.09	\$1,144,040.02	\$3,849,685.23	\$884,492.05	\$2,965,193.18
Upland	2.743%	\$146,070.00	\$193,200.00	\$47,940.00	\$207,090.00	\$226,594.87	\$243,047.95	\$382,182.03	\$1,446,124.85	\$1,063,942.82	\$382,182.03
Yucaipa	5.965%	\$381,060.00	\$504,000.00	\$506,110.00	\$36,240.00	\$591,117.05	\$522,902.04	\$643,080.53	\$3,184,509.62	\$381,060.00	\$2,803,449.62
County	12.878%	\$819,280.00	\$1,083,600.00	\$1,088,140.00	\$1,161,520.00	\$1,270,901.65	\$1,229,657.17	\$1,388,363.97	\$6,041,462.79	\$3,889,367.00	\$4,152,095.79
TOTALS	100.00%	\$6,351,010.00	\$8,400,000.00	\$4,176,690.00	\$2,297,690.00	\$8,292,987.77	\$8,632,276.59	\$13,339,336.20	\$57,469,980.56	\$11,854,242.44	\$45,615,738.12

Exhibit E

Resolution for Measure I Five Year CIP Plan

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RESOLUTION NO. R-83-16

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLTON, CALIFORNIA
ADOPTING THE MEASURE I FIVE YEAR CAPITAL IMPROVEMENT PLAN AND THE
MEASURE I EXPENDITURE STRATEGY PLAN.**

WHEREAS, the City of Colton is a municipal corporation duly organized and existing pursuant to the Constitution and laws of the State of California ("City"); and

WHEREAS, San Bernardino County voters approved passage of Measure I in November 2004, authorizing the San Bernardino County Transportation Authority to impose a one-half of one percent retail transactions and use tax applicable in the incorporated and unincorporated territory of the County of San Bernardino; and

WHEREAS revenue from the tax can only be used for transportation improvement and traffic management programs authorized in the Expenditure Plans set forth in Ordinance No. 04-1 of the Authority; and

WHEREAS the Strategic Plan requires each local jurisdiction applying for revenue from the Local Streets Program to annually adopt and update a Five-Year Capital Improvement Program, and

WHEREAS, Expenditure Plans of the San Bernardino County Transportation Authority Ordinance No. 89-1 also require that each local jurisdiction annually adopt and update its Capital Improvement Plans; and

WHEREAS, California Public Utilities Code 190300 and Ordinance No. 04-1 require each local jurisdiction to maintain General Fund expenditures for transportation-related construction and maintenance activities at the required Maintenance of Effort base year level in each fiscal year of the adopted Five-Year Capital Improvement Plan, which for the City of Colton is \$ 313,796.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COLTON,
STATE OF CALIFORNIA DOES HEREBY** resolve, reaffirm and adopt the Fiscal Year

1 2016/2017 Five Year Measure I Capital Improvement Plan (Exhibit "A") and Expenditure
2 Strategy Plan (Exhibit "B").
3

4 **PASSED, APPROVED AND ADOPTED THIS 6th DAY OF SEPTEMBER, 2016.**
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8 RICHARD A. DELAROSA, MAYOR
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10 **ATTEST:**
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12 CAROLINA R. PADILLA, CITY CLERK
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City of Colton

MEASURE "I" EXPENDITURE STRATEGY PLAN

The City of Colton allocates approximately seventy-five percent of annual Measure I revenue for system improvements to streets infrastructure. Delivery of these improvements is focused on streets requiring rehabilitation or capacity enhancement improvements. Measure I funds are also being used to provide local match for federal and state grant funded projects; these projects are focused on improving Colton's infrastructure and/or transportation system for pedestrian/bicycle/vehicular traffic.

The remaining twenty-five percent of the City's annual Measure I revenue are allocated to traffic safety such as traffic sign installation/replacement, striping and traffic signal upgrade. All identified improvements are consistent with the goals of the city's General Plan Circulation Element.

Exhibit F

Resolution for Measure I Five Year CPNA

Capital Project Needs Analysis
 City of Colton
 Valley Arterial Sub-Program

09/06/2016 City

Project Information	Phase	Funding	PRIOR*	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FUTURE
Warden La Cadena Dr. from Rancho Ave. to Iowa Split inf. Bridge Over Santa Ana River	PA&ED								
	Total Cost:	\$1,000,600.00	\$ 65,030.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Fund Type:	MI MAJ ST HBRR	\$ 885,300.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		DEV FEE - Select Fund - Other:	\$ 50,270.00 \$ - \$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Project Cost (FY 15/16 - 19/20): \$26,054,640.00	PS&E								
	Total Cost:	\$1,460,180.00	\$ 104,790.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Fund Type:	MI MAJ ST HBRR	\$ 1,274,370.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		DEV FEE - Select Fund - Other:	\$ 81,020.00 \$ - \$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Measure I Request (FY 15/16 - 19/20): \$517,920.00 (Summation of MI MAJ ST)	ROW								
	Total Cost:	\$150,000.00	\$ -	\$ 9,700.00	\$ -	\$ -	\$ -	\$ -	\$ -
	Fund Type:	MI MAJ ST HBRR	\$ -	\$ 132,800.00	\$ -	\$ -	\$ -	\$ -	\$ -
		DEV FEE - Select Fund - Other:	\$ 7,500.00 \$ - \$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Project Cost (All phases): \$26,054,640.00	CONST								
	Total Cost:	\$23,443,860.00	\$ -	\$ 84,600.00	\$ 84,600.00	\$ 84,600.00	\$ 84,600.00	\$ 84,600.00	\$ -
	Fund Type:	MI MAJ ST HBRR	\$ -	\$ 5,921,070.00	\$ 5,921,070.00	\$ 5,921,070.00	\$ 4,480,650.00	\$ -	\$ -
		DEV FEE MI LOCAL ST - Select Fund - - Select Fund - Other:	\$ - \$ - \$ - \$ - \$ -	\$ 65,400.00 \$ 150,000.00 \$ - \$ - \$ -	\$ - \$ - \$ - \$ - \$ -				

*Prior should identify any expenses incurred in prior years that have not yet been reimbursed by SANBAG including FY 2014/2015 expenses.

Capital Project Needs Analysis
City of Colton
Valley Arterial Sub-Program

09/06/2016 City

Project Information	Phase	Funding	PRIOR*	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FUTURE
Mount Vernon Ave. Bridge over UPRR Widening Project	PA&ED								
	Total Cost:	\$1,375,000.00							
	Fund Type:	MI MAJ ST	\$ 155,100.00						
		HBRR	\$ 1,100,000.00						
Total Project Cost (FY 15/16 - 19/20): \$11,149,707.50									
		DEV FEE	\$ 119,900.00						
		- Select Fund	\$ -						
		Other:	\$ -						
Total Measure I Request (FY 15/16 - 19/20): \$522,330.00 (Summation of MI MAJ ST)	PS&E								
	Total Cost:	\$1,308,640.00							
	Fund Type:	MI MAJ ST	\$ 129,110.00						
		DEMO	\$ 1,079,730.00						
Total Project Cost (All phases): \$11,149,707.50									
		DEV FEE	\$ 99,800.00						
		- Select Fund	\$ -						
		Other:	\$ -						
Comments:	ROW								
	Total Cost:	\$150,000.00							
	Fund Type:	MI MAJ ST	\$ 9,700.00						
		DEMO	\$ 132,800.00						
		DEV FEE	\$ 7,500.00						
		- Select Fund	\$ -						
		Other:	\$ -						
	CONST								
	Total Cost:	\$8,316,067.50							
	Fund Type:	MI MAJ ST	\$ 57,105.00						
		HBRR	\$ 1,454,437.50						
		DEV FEE	\$ -						
		MI LOCAL ST	\$ 44,145.00						
		- Select Fund	\$ 150,000.00						
		- Select Fund	\$ -						
		Other:	\$ -						
			\$ -						

*Prior should identify any expenses incurred in prior years that have not yet been reimbursed by SANBAG including FY 2014/2015 expenses.

Capital Project Needs Analysis
 City of Colton
 Valley Arterial Sub-Program

09/06/2016 City

Project Information	Phase	Funding	PRIOR*	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FUTURE
Realign Reche Cyn. Rd. to Hunts Lane from Washington St. to City Limit (New 4 lane road)	PA&ED	\$134,985.00							
	Total Cost:	MI MAJ ST		\$ 15,226.31					
	Fund Type:	DEMO		\$ 107,988.00					
		DEV FEE		\$ 11,770.69					
		- Select Fund							
		Other:							
Total Project Cost (FY 17/18 - 21/22): \$2,449,950.00	PS&E	\$314,965.00							
	Total Cost:	MI MAJ ST		\$ 35,528.05					
	Fund Type:	DEMO		\$ 251,972.00					
		DEV FEE		\$ 27,464.95					
Total Measure I Request (FY 17/18 - 21/22): \$445,554.36 (Summation of MI MAJ ST)	ROW	\$0.00							
	Total Cost:	MI MAJ ST							
	Fund Type:	- Select Fund							
		- Select Fund							
Total Project Cost (All phases): \$2,449,950.00	CONST	\$2,000,000.00							
	Total Cost:	MI MAJ ST				\$ 112,800.00	\$ 112,800.00	\$ 169,200.00	\$ -
	Fund Type:	DEV FEE				\$ 87,200.00	\$ 87,200.00	\$ 130,800.00	\$ -
		MI LOCAL ST			\$ 150,000.00	\$ 150,000.00	\$ 200,000.00	\$ 200,000.00	\$ -
Comments:		- Select Fund							
		- Select Fund							
		- Select Fund							
		- Select Fund							
	Other: TIF					\$ 150,000.00	\$ 150,000.00	\$ 250,000.00	\$ -

*Prior should identify any expenses incurred in prior years that have not yet been reimbursed by SANBAG including FY 2014/2015 expenses.

Exhibit G

Resolution for Measure I Budget

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RESOLUTION NO. R-85-16

**A RESOLUTION OF THE CITY COUNCIL, TO AMEND THE FISCAL YEAR 2016/2017
CAPITAL IMPROVEMENT BUDGET.**

WHEREAS, the City of Colton is a municipal corporation duly organized and existing pursuant to the Constitution and laws of the State of California (“City”), and;

WHEREAS, revenue from the Measure I can only be used for transportation improvement and traffic management programs authorized in the Expenditure Plans set forth in Ordinance No. 89-1 and Ordinance No. 04-1 of the Authority, and;

WHEREAS, a budget appropriation for approved activities, not listed in the 2016-2017 Fiscal Year budget is required and must be approved by resolution of the City Council.

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

Section 1 The Recital preceding in this Resolution are true and correct and are incorporated into this Resolution by reference.

Section 2 The City Council authorizes an appropriation of Measure I Fund (Fund 218) to the following projects:

- a. \$210,000 - Account No. 218-1710-6150-3890 for the Pepper Avenue Pavement Rehabilitation Project Interchange Project.
- b. \$75,000 - Account No. 218-1711-6150-3890 for the Citywide Striping Project.
- c. \$98,916 - Account No. 218-1712-6150-3890 for the FY 16/17 Citywide Street and Traffic Improvement Project.

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PASSED, ADOPTED AND APPROVED THIS 6th DAY OF SEPTEMBER, 2016.

Richard A. DeLaRosa, Mayor

ATTEST:

Carolina R. Padilla, City Clerk



STAFF REPORT

DATE: SEPTEMBER 6, 2016
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
 FROM: BILL SMITH, CITY MANAGER
 PREPARED BY: TIM McHARGUE, FIRE CHIEF
 SUBJECT: PUBLIC HEARING TO CONSIDER ANY OBJECTIONS OR PROTESTS FROM PROPERTY OWNERS FOR WEED ABATEMENT SERVICES PERFORMED DURING THE 2016 ANNUAL WEED ABATEMENT PROGRAM AND TO CONSIDER IMPOSING A LIEN UPON THE PROPERTIES FOR PAYMENT

RECOMMENDED ACTION

It is recommended that the City Council: (1) hold the Public Hearing to hear objections from vacant property owners to charges incurred by them for weed abatement services provided under the Program, and (2) accept the attached "Statement of Expenses" and approve the attached Resolution, and direct staff to file a Certified Copy of Resolution No. R-86-16 with the County Auditor.

BACKGROUND

On March 1, 2016, the City Council approved Resolution No. R-19-16, declaring weeds, rubbish and refuse a public nuisance and subject to abatement in accordance with the City standards.

Additionally, the Resolution authorized the Fire Chief to approve a contractor to perform the abatement, to charge an administrative fee, and to place all contractor fees plus administrative fees on the County Tax Rolls for collection.

ISSUES/ANALYSIS

Abatement has been completed on approximately 46 vacant parcels. As a courtesy, invoices were sent out, giving the property owners the opportunity to pay the City directly and forgoing placement on the Tax Rolls. At this time, staff has processed payment on approximately six (6) parcels. Those parcels will be removed from the tax rolls.

If no changes are warranted to the Report of Costs, City Council direction is needed to ratify Resolution No. R-86-16 and direct a certified copy to be filed with the County Auditor.

Staff Report to the Mayor and City Council
Public Hearing to consider any objections or protests from property owners for weed abatement services performed during the 2016 Annual Weed Abatement Program
September 6, 2016
Page 2

FISCAL IMPACTS

Approximately 46 parcels were abated, resulting in the assessment of approximately \$5,980.00 in administrative fees, in addition to the contractor charges of \$9,855.88. Any amounts not collected through the invoice process will remain on the tax rolls.

ALTERNATIVES

1. Provide alternative direction to staff.

ATTACHMENTS

1. Resolution No. R-86-16
2. Exhibit "A"

**City of Colton
Weed Abatement Spring 2016**

Exhibit "A"

APN	CONTRACTOR FEE	ADMIN FEE	TOTAL FEE
0160-261-16-0000	232.50	130.00	362.50
0160-264-01-0000	60.00	130.00	190.00
0160-264-05-0000	60.00	130.00	190.00
0160-271-01-0000	60.00	130.00	190.00
0162-083-14-0000	60.00	130.00	190.00
0162-203-01-0000	60.00	130.00	190.00
0162-212-13-0000	60.00	130.00	190.00
0163-022-27-0000	60.00	130.00	190.00
0163-065-12-0000	60.00	130.00	190.00
0163-065-15-0000	60.00	130.00	190.00
0163-065-16-0000	60.00	130.00	190.00
0163-074-31-0000	154.25	130.00	284.25
0163-114-06-0000	60.00	130.00	190.00
0163-141-17-0000	277.80	130.00	407.80
0163-182-01-0000	443.80	130.00	573.80
0163-211-05-0000	125.00	130.00	255.00
0163-211-25-0000	125.00	130.00	255.00
0163-212-30-0000	237.50	130.00	367.50
0163-252-10-0000	125.00	130.00	255.00
0163-253-06-0000	125.00	130.00	255.00
0163-261-14-0000	265.00	130.00	395.00
0163-281-09-0000	203.75	130.00	333.75
0164-011-01-0000	60.00	130.00	190.00
0164-011-18-0000	60.00	130.00	190.00
0164-021-31-0000	125.00	130.00	255.00
0164-091-11-0000	197.50	130.00	327.50
0164-101-23-0000	65.00	130.00	195.00
0164-101-26-0000	65.00	130.00	195.00
0164-151-16-0000	382.50	130.00	512.50
0164-161-15-0000	200.95	130.00	330.95
0164-161-27-0000	130.00	130.00	260.00
0164-181-09-0000	160.00	130.00	290.00
0164-201-11-0000	704.00	130.00	834.00
0164-202-50-0000	247.50	130.00	377.50
0164-301-14-0000	200.00	130.00	330.00

**City of Colton
Weed Abatement Spring 2016**

Exhibit "A"

0275-081-01-0000	810.00	130.00	940.00
0275-192-06-0000	1,028.05	130.00	1,158.05
0275-192-07-0000	278.20	130.00	408.20
0276-014-24-0000	350.85	130.00	480.85
0276-041-24-0000	75.00	130.00	205.00
TOTALS	8,114.15	5,200.00	13,314.15



STAFF REPORT

DATE: SEPTEMBER 6, 2016
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
 FROM: BILL SMITH, CITY MANAGER *BS*
 PREPARED BY: DAVID X. KOLK, Ph.D., UTILITY DIRECTOR *DK*
 SUBJECT: NO SMOKING REGULATIONS

RECOMMENDED ACTION

It is recommended that the City Council read by title only, waive any further reading, and introduce an ordinance amending the Colton Municipal Code (CMC) by adding Chapter 6.48, Smoking Pollution Protection Ordinance.

BACKGROUND

The City of Colton currently prohibits the use of tobacco in public parks. The existing city ordinance that regulates smoking was adopted on December 5, 2006. Since then, a substantial amount of scientific research has confirmed the adverse health effects of smoking and secondhand smoke. Public attitudes and desires with respect to secondhand smoke exposure have also changed, and communities throughout California and the nation have begun adopting stronger regulations with respect to secondhand smoke, including prohibiting smoking within outdoor public areas.

ISSUES/ANALYSIS

The proposed ordinance amends Title 6 of the Colton Municipal Code by adding a new chapter 6.48 that is a more restrictive set of provisions which regulate smoking within the city. More specifically, the proposed ordinance:

- 1) Increases the areas within the city where smoking is prohibited that includes streets and sidewalks that are publicly owned, controlled or used by the City and open to the general public for recreational purposes. It also includes parks, parklets, picnic areas, playgrounds, sports fields, open space, walking paths, gardens, hiking trails, bike paths, riding trails, swimming pools, and tennis courts.
- 2) Includes service area definition, which means any publicly or privately owned area, including streets and sidewalks that are designed to be used or are regularly used by persons that receive a service. The term "service area" includes but is not limited to areas including or adjacent to bus stops or shelters, transit stops, or taxicab stands.

- 3) Includes new definitions, including the definitions of smoke and smoking;
- 4) Declares secondhand smoke to be a nuisance; and
- 5) Sets forth methods of enforcement and penalties.

The ordinance was prepared by examining similar ordinances recently adopted by other jurisdictions, current tobacco laws affecting California, and model ordinances that exist to assist jurisdictions within California that are drafting contemporary smoking regulations.

FISCAL IMPACTS

Costs associated with implementing the ordinance include the purchase and installation of signs, the development of necessary forms, and increased staff time for education and outreach, inspections, and dealing with complaints.

Proper signage is considered a critical component for obtaining compliance with the ordinance and staff will evaluate the most effective use of signage to support compliance efforts. Other cities implementing similar regulations have estimated signage costs at \$15,000. This money is currently unbudgeted but could come from undesignated General Fund balance or from potential grants.

ALTERNATIVES

1. Provide alternative direction to staff.

ATTACHMENTS

1. Exhibit A - Smoking Ordinance No. 0-17-16

Exhibit A

ORDINANCE 0-17-16

1 **WHEREAS**, tobacco use and exposure to secondhand smoke impose great social and
2 economic costs, including increased healthcare expenditures, medical costs, and lost
3 productivity; and

4 **WHEREAS**, exposure to secondhand smoke anywhere has negative health impacts,
5 increases air pollution levels, and does occur at significant levels outdoors, and
6

7 **WHEREAS**, cigarette butts are a major and persistent source of litter, pose a health threat
8 to young children, frequently end up in storm drains that flow into streams, rivers, creeks, Santa
9 Ana River, and ultimately the ocean; adversely impacts the health of both pets and wildlife, and
10 can take up to several years to degrade; and

11 **WHEREAS**, cigarettes present a dangerous fire hazard in that every year, men, women
12 and children are killed in home fires caused by cigarettes and other smoking materials; and
13 improperly disposed of cigarettes can easily start fires in outdoor open spaces where there is a
14 risk of wildfire; and
15

16 **WHEREAS**, electronic smoking devices often mimic conventional tobacco products in
17 shape, size, and color, with the user exhaling a smoke-like vapor similar in appearance to the
18 exhaled smoke from cigarettes and other conventional tobacco products; and
19

20 **WHEREAS**, existing studies on electronic smoking devices' vapor emissions and cartridge
21 contents have found a number of dangerous substances, and conclude that exposure to vapor
22 from electronic smoking devices may cause passive or secondhand vaping; and
23

24 **WHEREAS**, laws restricting smoking and the use of tobacco products have recognizable
25 benefits to public health and medical costs, and

26 **WHEREAS**, there is no Constitutional right to smoke; and
27
28

1 **WHEREAS**, this proposed Ordinance will preserve and enhance the environment within
2 the City of Colton and is exempt from the requirements of the California Environmental Quality
3 Act (“CEQA”), as amended, pursuant to Section 15061(b)(3) or Section 15308 of the CEQA
4 Guidelines.
5

6 **NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COLTON DOES**
7 **HEREBY ORDAIN AS FOLLOWS:**
8

9 **SECTION 1 Amendment of Municipal Code.** Title 6 of the Colton Municipal Code is
10 hereby amended by adding a new Chapter 6.48 to read as follows:
11

12 **“ 6.48.010 - Title.**

13 This Ordinance shall be known as the Colton Smoking Ordinance. The City of Colton
14 hereinafter shall be called "City." This Ordinance shall be applicable in the incorporated territory
15 of the City.
16

17 **6.48.020 - Definitions.**

18 The following definitions apply to this Ordinance:
19

20 A. “Electronic Smoking Device” means an electronic and/or battery-operated device, the use
21 of which may resemble smoking, which can be used to deliver an inhaled dose of nicotine
22 or other substances. “Electronic smoking device” includes any such device, whether
23 manufactured, distributed, marketed, or sold as an electronic cigarette, an electronic cigar,
24 an electronic cigarillo, an electronic pipe, an electronic hookah, or any other product name
25 or descriptor. “Electronic smoking device” does not include any product specifically
26 approved by the United States Food and Drug Administration for use in the mitigation,
27 treatment, or prevention of disease.
28

1 B. "Employee" means any person who is employed or retained as an independent contractor by
2 any employer or nonprofit entity in consideration for direct or indirect monetary wages or profit,
3 or any person who volunteers his or her services for an employer or nonprofit entity.

4 C. "Employer" shall mean any person, partnership, corporation, municipal corporation,
5 association, nonprofit or other entity who employs or retains the service of one or more
6 employees, or supervises volunteers.

8 D. "Enclosed Area" means all space between a floor and ceiling where the space is closed in on
9 all sides by solid walls or windows that extend from the floor to the ceiling. An enclosed area
10 may have openings for ingress and egress, such as doorways or passageways. An enclosed area
11 includes all spaces within that area, such as hallways and areas screened by partitions that do
12 not extend to the ceiling or are not solid.

14 E. "Nonprofit Entity" shall mean any entity that meets the requirements of California
15 Corporations Code section 5003 as well as any corporation, unincorporated association or other
16 entity created for charitable, religious, philanthropic, educational, political, social or similar
17 purposes, the net proceeds of which are committed to the promotion of the objectives or
18 purposes of the entity and not to private gain. A public agency is not a nonprofit entity within
19 the meaning of this section.

21 F. "Person" means any natural person, partnership, cooperative association, corporation,
22 personal representative, receiver, trustee, assignee, or any other legal entity and including
23 government agencies.

25 G. "Playground" shall mean any park or recreational area designed in part to be used by children
26 that has play or sports equipment installed or has been designated or landscaped for play or
27 sports activities, or any similar facility located on public or private school grounds, or on City
28 grounds.

1 H. "Public Place" means any area or place, publicly or privately owned, which the public is
2 invited or in which the public is permitted, that is open to the general public regardless of any
3 fee or age requirement.

4 I. "Reasonable Distance" shall mean a distance that ensures that occupants of an area in which
5 smoking is prohibited are not exposed to secondhand smoke created by smokers outside the
6 area. This distance shall be a minimum of twenty-five (25') feet.

8 J. "Recreational Area" means any area, including streets and sidewalks that is publicly owned,
9 controlled or used by the City and open to the general public for recreational purposes,
10 regardless of any fee or age requirement. The term "recreational area" includes but is not limited
11 to parks, parklets, picnic areas, playgrounds, sports fields, open space, walking paths, gardens,
12 hiking trails, bike paths, riding trails, swimming pools, and tennis courts.

14 K. "Service Area" means any publicly or privately owned area, including streets and sidewalks
15 that is designed to be used or is regularly used by one (1) or more persons to receive a service.
16 The term "service area" includes but is not limited to areas including or adjacent to bus stops or
17 shelters, transit stops, or taxicab stands.

19 L. "Smoke" means the gases, particles, or vapors released into the air as a result of the
20 combustion, electrical ignition, or vaporization of a tobacco product, when the apparent or usual
21 purpose of the combustion, electrical ignition, or vaporization is human inhalation of the tobacco
22 product. "Smoke" includes but is not limited to tobacco smoke, electronic cigarette or electronic
23 smoking device vapors, and marijuana smoke. "Smoke" excludes incense or similar products
24 inhaled solely for olfactory purposes as long as those products do not contain tobacco or
25 nicotine.
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1 M. "Smoking" means engaging in an act that generates smoke or vapor from a tobacco product,
2 marijuana, or any other weed or plant. "Smoking" includes inhaling, exhaling, burning,
3 possessing, holding, or carrying any lighted cigar, lighted cigarette, lighted pipe, lighted hookah
4 pipe, operating electronic cigarette or electronic smoking device, or any other smoke inhalation
5 device of any kind; "Smoking" includes smoking marijuana for medical purposes.
6

7 N. "Tobacco Product" means any of the following:

8 1. Any substance containing tobacco leaf, including but not limited to cigarettes, cigars, pipe
9 tobacco, hookah tobacco, snuff, chewing tobacco, dipping tobacco, bidis, blunts, clove
10 cigarettes, or any other preparation of tobacco.
11

12 2. Any product or formulation of matter containing biologically active amounts of nicotine that
13 is manufactured, sold, offered for sale, or otherwise distributed with the expectation that the
14 product or matter will be introduced into the human body, including but not limited to electronic
15 cigarettes or electronic smoking devices.
16

17 "Tobacco product" does not include any cessation product specifically approved by the United
18 States Food and Drug Administration for use in treating nicotine or tobacco dependence.

19 X. "Unenclosed Area" means any area that is not an Enclosed Area.

20 **6.48.030 – City facilities.**

21 Smoking is prohibited in all outdoor areas owned or leased by the City, including but not limited
22 to parks, parklets, picnic areas, Playgrounds, sports fields, open space, walking paths, gardens,
23 hiking trails, bike paths, riding trails, swimming pools, and tennis courts.
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1 **6.48.040 – Prohibition of Smoking in Unenclosed Areas.**

2 A. In addition to prohibitions under State or Federal law, Smoking is prohibited in the
3 Unenclosed Areas of the following places within the City of Colton:

- 4 1. Recreational Areas; and
5
6 2. Service Areas.

7 B. Nothing in this chapter prohibits any Person, Employer, or Nonprofit Entity with legal control
8 over any property from prohibiting Smoking on any part of such property, even if Smoking is
9 not otherwise prohibited in that area.

10 **6.48.050 – Other Requirements and Prohibitions.**

11 A. Notwithstanding any other provision of this chapter, it shall be a violation of this chapter to
12 use an Electronic Smoking Device in any place within the City subject to the prohibition on
13 Smoking contained in this chapter and in California Labor Code section 6404.5, as that section
14 may be amended from time to time.

15
16 B. No Person, Employer, or Nonprofit Entity shall knowingly permit Smoking or use of Tobacco
17 Product in an area which is under the legal or de facto control of that Person, Employer, or
18 Nonprofit Entity and in which Smoking is prohibited by law, unless otherwise required by state
19 or federal law.

20
21 C. No Person, Employer, or Nonprofit Entity shall knowingly or intentionally permit the
22 presence or placement of ash receptacles, such as, for example, ash trays or ash cans, within an
23 area under the legal or de facto control of that Person, Employer, or Nonprofit Entity and in
24 which Smoking or use of Tobacco Product is prohibited by law. Notwithstanding the foregoing,
25 the presence of ash receptacles in violation of this subsection shall not be a defense to a charge
26 of Smoking or use of Tobacco Product in violation of any provision of this chapter.
27
28

1 D. A Person, Employer, or Nonprofit Entity that has legal or de facto control of an area in which
2 Smoking is prohibited by this chapter shall post a clear, conspicuous and unambiguous “No
3 Smoking” or “Smokefree” sign at each point of ingress to the area, and in at least one other
4 conspicuous point within the area. The signs shall have letters of no less than one inch in height
5 and shall include the international “No Smoking” symbol (consisting of a pictorial
6 representation of a burning cigarette enclosed in a red circle with a red bar across it).
7 Notwithstanding the above, for purposes of this section, the City Manager or his or her designee
8 shall be responsible for the posting of a reasonable number of signs in Recreational Areas
9 owned, leased in whole or in part by the City. Notwithstanding this provision, the absence of
10 signs shall not be a defense to a charge of Smoking or the use of Tobacco Products in violation
11 of any other provision of this chapter.
12
13

14 E. Each instance of Smoking in violation of this chapter shall constitute a separate violation. For
15 violations other than for Smoking, each day of a continuing violation of this chapter shall
16 constitute a separate violation.
17

18 **6.48.060 – Enforcement and Violation – Penalty.**

19 A. Any Person violating any provision of this chapter shall be subject to criminal citation and
20 any other applicable enforcement authority available to the City. Criminal violations of this
21 chapter shall be punishable as misdemeanors, and subject to a fine of not more than one thousand
22 dollars (\$1,000) or be imprisoned in the City or County jail for a period not to exceed six (6)
23 months, or both such fine and imprisonment.
24

25 B. The City Manager or his or her designee has primary responsibility for enforcement of this
26 Chapter. Any peace officer or Code Enforcement Official also may enforce this chapter.

27 C. The remedies provided by this chapter are cumulative and in addition to any other remedies
28 available at law or in equity.

1 D. Causing, permitting, aiding, abetting, or concealing a violation of any provision of this
2 chapter shall also constitute a violation of this chapter.

3 E. Any Person may act as a private enforcer, acting for the interests of itself, its members, or the
4 general public may bring a civil action in any court of competent jurisdiction, including small
5 claims court, to enforce this chapter against any Person who has violated this chapter two or
6 more times. Upon proof of the violations, a court shall grant all appropriate relief, including:
7 (1) awarding damages; and (2) issuing an injunction or a conditional judgment.”

9 SECTION 3. Compliance with the California Environmental Quality Act. Pursuant to Title 14
10 of the California Administrative Code, the City Council finds that this Ordinance is exempt from
11 the requirements of the California Environmental Quality Act (CEQA) for the following
12 reasons: (1) under Section 15061 (b)(3), it is not a project which has the potential for causing a
13 significant effect on the environment; (2) under Section 15308, it is an authorized action by an
14 agency with regulatory authority for the purpose of assuring the maintenance, restoration,
15 enhancement, or protection of the environment.

18 SECTION 4. Severability. If any section, subsection, sentence, clause, or phrase of this
19 Ordinance is for any reason held to be invalid by a decision of any court of competent
20 jurisdiction, that decision will not affect the validity of the remaining portions of the Ordinance.
21 The City Council of the City of Colton hereby declares that it would have passed this Ordinance
22 and each and every section, subsection, sentence, clause, or phrase not declared invalid or
23 unconstitutional without regard to whether any portion of this Ordinance would be subsequently
24 declared invalid.

27 SECTION 5. No Conflict with Federal or State Law. Nothing in this Ordinance is intended to
28 create any requirement, power or duty that is in conflict with any federal or state law.

1 SECTION 6. Effective Date. This Ordinance shall take effect and be enforced December 1,
2 2016, and prior to the expiration of fifteen days from the passage thereof, the ordinance or a
3 summary there of shall be posted or published as may be required by law, and thereafter the
4 same shall be in full force and effect.
5

6
7 **PASSED, APPROVED AND ADOPTED** this 6th day of September 2016.
8

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10 _____
11 RICHARD DELAROSA
12 Mayor

11 ATTEST:

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13 _____
14 CAROLINA PADILLA
15 City Clerk
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