



CITY OF COLTON

City Hall

650 N. La Cadena Drive
Colton, CA 92324

Website: www.ci.colton.ca.us

Mayor Richard A. DeLaRosa

Council Members:

David J. Toro – District 1

Summer Zamora Jorin – District 2

Frank J. Navarro – District 3

Dr. Luis S. González – District 4

Deirdre H. Bennett – District 5

Isaac T. Suchil – District 6

City Treasurer Aurelio De La Torre

City Manager William R. Smith

City Attorney Carlos Campos

City Clerk Carolina R. Padilla

AGENDA

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

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

COUNCIL CHAMBERS

CLOSED SESSION – 5:00 P.M.

CLOSED SESSION CALLED TO ORDER

ROLL CALL

PUBLIC COMMENT

Limit 5 Minutes

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

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

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

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

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

CITY ATTORNEY ORAL REPORT ON CLOSED SESSION ACTIONS

RULES OF DECORUM

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

OPEN SESSION

6:00 P.M.

OPEN SESSION CALLED TO ORDER

INVOCATION – Tim Isom, Faithway Fellowship Church

FLAG SALUTE

ROLL CALL

CEREMONIAL MATTERS *Presentations, Awards, Proclamations*

- Presentation - Loma Linda / Colton CERT Co-Recipients of 2015 Governor's Award for Volunteer Programs
- Recognition - Certificate of Recognition for Art Morgan, Economic Development Manager

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 October 2015.
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PUBLIC COMMENT

Limit 5 Minutes

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

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

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

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 Special Meeting Held December 15, 2015 and Minutes for the City Council Regular Meeting Held December 15, 2015, on File in the Office of the City Clerk. [City Clerk Padilla]
- (2) Warrants – Approve U.S. Bank vouchers dated 11/19/2015 and totaling \$24,898.55; voucher numbers 153044 to 153188 dated 12/10/2015 and totaling \$1,973,124.04; voucher numbers 153189 to 153344 dated 12/17/2015 and totaling \$2,147,350.74, less voided checks totaling \$3,847.14 on file in the Finance Department. [Staff Person: A. Agramonte]
- (3) Easement - Approve a new underground and overhead easement given to Colton Electric Department (CED) from the owners, San Bernardino County Flood Control District (SBCFCD), located off Cooley Drive parallel to the Santa Ana River, APN Nos. 0276-13-129 and 0276-13-132. [Staff Person: D. Kolk]
- (4) I-10 Freeway/Mt. Vernon Avenue Interchange Project – Approve the Cooperative Agreement between the City of Colton and SANBAG for the I-10/Mt. Vernon Avenue Interchange Project, **RESOLUTION NO. R-01-16**. [Staff Person: D. Kolk]
- (5) Termination of Local Emergency - Approve and Adopt a Resolution of the City Council of the City of Colton Proclaiming the Termination of a Local Emergency related to the San Bernardino Shooting Event, **RESOLUTION NO. R-02-16**. [Staff Person: B. Smith / City Attorney Campos]
- (6) Receivership Services - Authorize the City Manager to review and sign deferred billing contracts with the Law Offices of Charisse L. Smith for Receivership Services. [City Attorney Campos]

PUBLIC HEARINGS

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

- (7) Amending portions of Chapter 18.48.130 (Marijuana Dispensaries and Cultivation) [Staff Person: M. Tomich]

TIME AND PLACE FIXED TO CONSIDER A PUBLIC HEARING TO WAIVE FULL READING, READ BY TITLE ONLY AND INTRODUCE ORDINANCE NO. O-01-16, AMENDING PORTIONS OF CHAPTER 18.48.130 OF THE COLTON MUNICIPAL CODE TO PROHIBIT MARIJUANA CULTIVATION WITHIN THE CITY OF COLTON.

Mayor announces the Public Hearing open.

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

Staff Presentation.

Public Comment.

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

Consider: Waive full reading, read by title only and introduce **ORDINANCE NO. O-01-16.**

MOTION _____ SECOND _____

- (8) Amending and Restating Chapter 18.49 - Adult Business Regulations: File Index No. DAP-001-248 [Staff Person: M. Tomich]

TIME AND PLACE FIXED TO CONSIDER A PUBLIC HEARING TO WAIVE FULL READING, READ BY TITLE ONLY AND INTRODUCE ORDINANCE NO. O-02-16, AMENDING AND RESTATING CHAPTER 18.49 OF THE COLTON MUNICIPAL CODE RELATING TO ADULT BUSINESS REGULATIONS: FILE INDEX NO. DAP-001-248.

Mayor announces the Public Hearing open.

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

Staff Presentation.

Public Comment.

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

Consider: Waive full reading, read by title only and introduce **ORDINANCE NO. O-02-16.**

MOTION _____ SECOND _____

BUSINESS ITEMS

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 Wednesday, December 30, 2015, at least seventy-two (72) hours prior to the meeting per Government Code 54954.2, at the following locations:

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

PROCEDURES FOR ADDRESSING CITY COUNCIL

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

RULES OF DECORUM

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

NOTICE TO PUBLIC

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

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

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

LEGAL CHALLENGES

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

MANUAL OF PROCEDURE

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

CITY OF COLTON TREASURER'S REPORT
FOR OCTOBER 2015

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 2015. 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
December 29, 2015

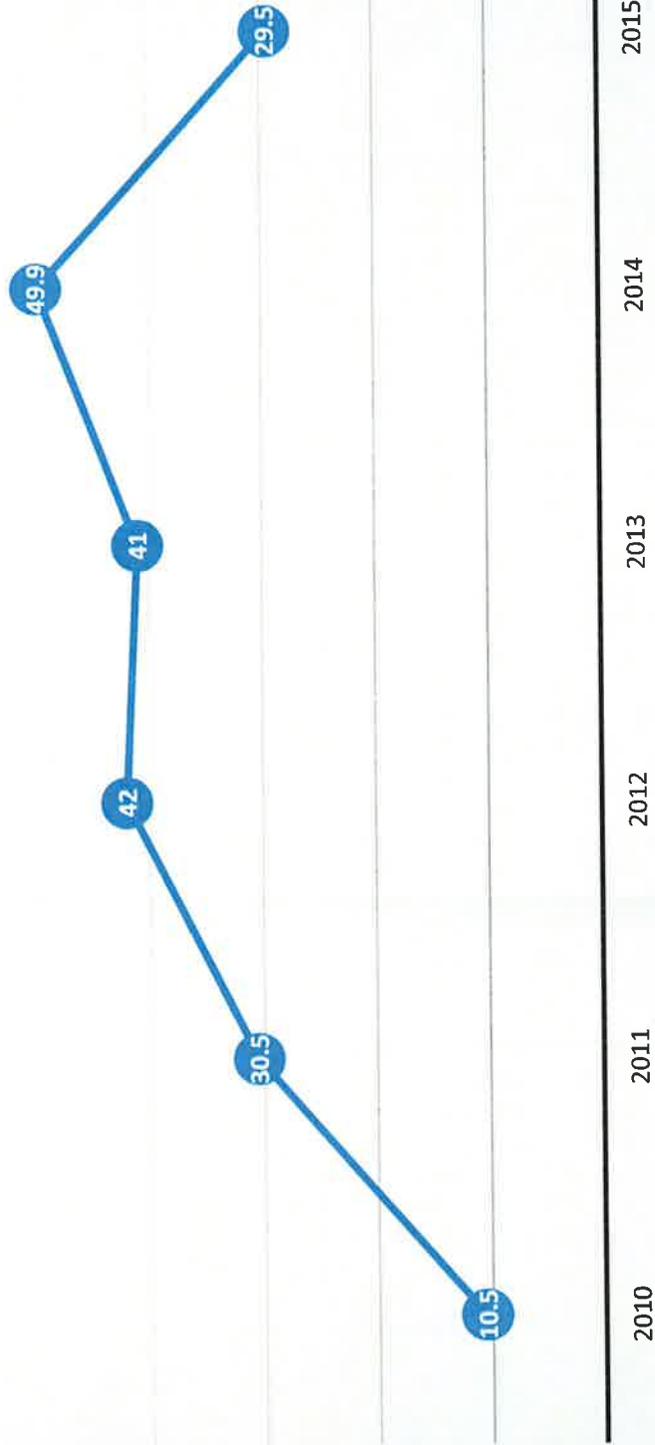
**CITY OF COLTON
WEIGHTED AVERAGE YIELD ON INVESTMENT PORTFOLIO**

MONTH	Yield
March-2014	0.24%
April-2014	0.23%
May-2014	0.23%
June-2014	0.23%
July-2014	0.24%
August-2014	0.26%
September-2014	0.25%
October-2014	0.26%
November-2014	0.26%
December-2014	0.27%
January-2015	0.26%
February-2015	0.27%
March-2015	0.28%
April-2015	0.28%
May-2015	0.29%
June-2015	0.30%
July-2015	0.32%
August-2015	0.33%
September-2015	0.34%
October-2015	0.36%

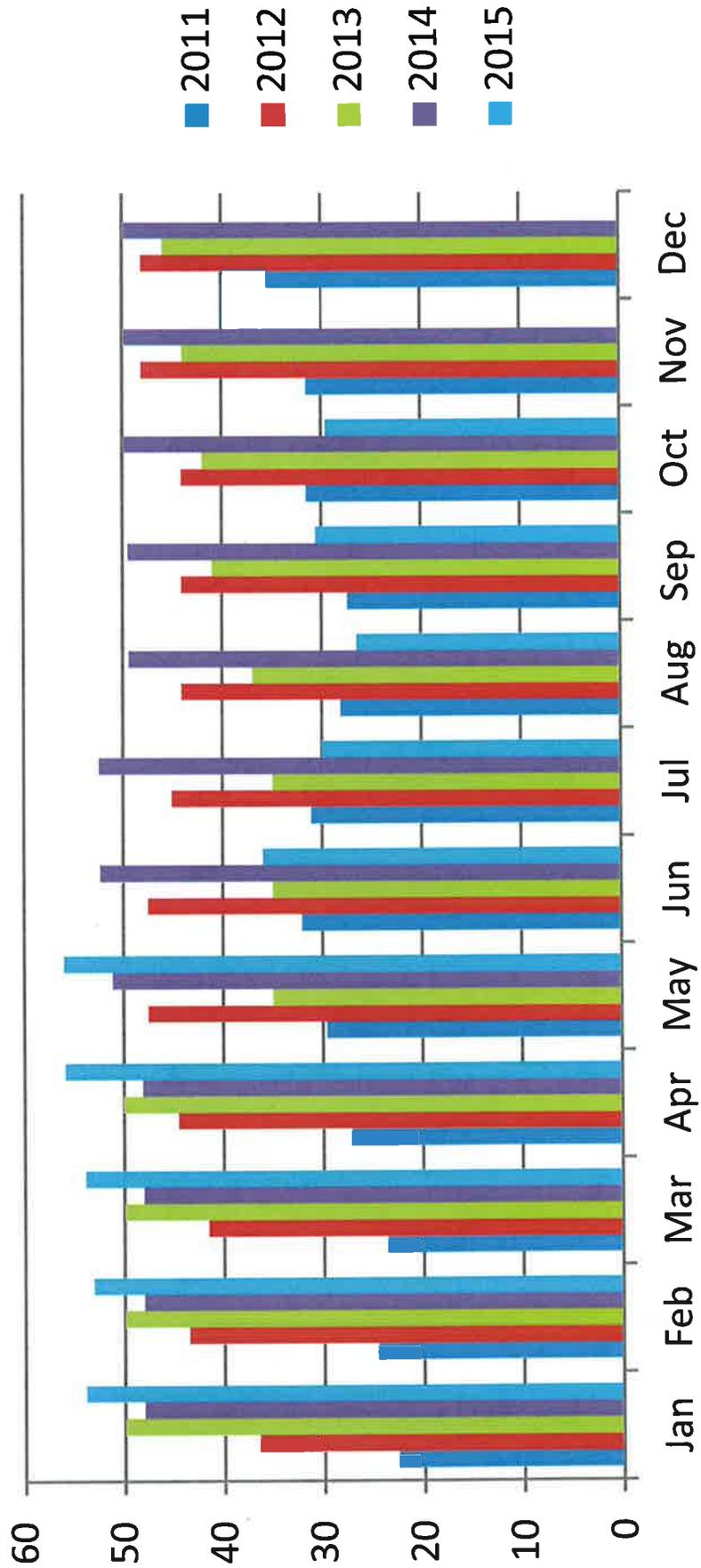
**City of Colton Treasurer's Report
October 2015**

INVESTMENT TYPE	ISSUER	DATE OF MATURITY	PAR AMOUNT	COST	FAIR MKT VALUE	YIELD
STATE POOL						
LAIF-General, other	State Pool	Daily	\$ 21,766,687	\$ 21,766,687	\$ 21,766,687	0.36%
UNION BANK						
General	Money Market	Daily	\$ 1,059,478	\$ 1,059,478	\$ 1,059,478	0.01%
General	FFCB	9/22/2017	\$ 509,000	\$ 502,590	\$ 502,590	1.12%
General	FDIC Insured CD's	6/13-19/2017	\$ 1,252,433	\$ 1,252,433	\$ 1,252,433	1.10%
General	FHLB	3/24/2017	\$ 2,022,000	\$ 2,004,000	\$ 2,004,000	1.10%
			\$ 4,842,911	4,818,501	4,818,501	
CITIZENS TRUST						
General	Money Market	Daily	300,522	300,522	300,522	0.10%
General	FHLB,FFCB,FNMA,FHLM	8/25-17/2020	2,696,200	2,697,974	2,696,200	0.83-1.32%
			2,996,722	2,998,496	2,996,722	
GENERAL TOTAL			<u>29,606,320</u>	<u>29,583,684</u>	<u>29,581,910</u>	
STATE POOL						
LAIF-Electric Reserve	State Pool	Daily	<u>34,818,667</u>	<u>34,818,667</u>	<u>34,818,667</u>	0.36%
TOTAL INVESTMENTS BY TREASURER			<u>\$ 64,424,987</u>	<u>\$ 64,402,351</u>	<u>\$ 64,400,577</u>	
NON INVESTMENT ACCOUNTS						
Bank of America	General acct	Daily	\$ 4,210,358	\$ 4,210,358	\$ 4,210,358	0.15%
Bank of America	Payroll acct	Daily	\$ 263,154	\$ 263,154	\$ 263,154	0.15%
Bank of America	Workers Comp	Daily	81,536	81,536	81,536	0.15%
Bank of America	Rancho Med	Daily	186,571	186,571	186,571	0.15%
Citibank	Hermosa Trust	Daily	469,564	469,564	469,564	0.05%
Citibank	Water-meter escrow	Daily	1,010,604	1,010,604	1,010,604	0.11%
			\$ 6,221,787	\$ 6,221,787	\$ 6,221,787	
PETTY CASH FUNDS			5,000	5,000	5,000	N/A
TOTAL NON INVESTMENT ACCOUNTS			<u>\$ 6,226,787</u>	<u>\$ 6,226,787</u>	<u>\$ 6,226,787</u>	

October Comparison of Available General Cash (mil)

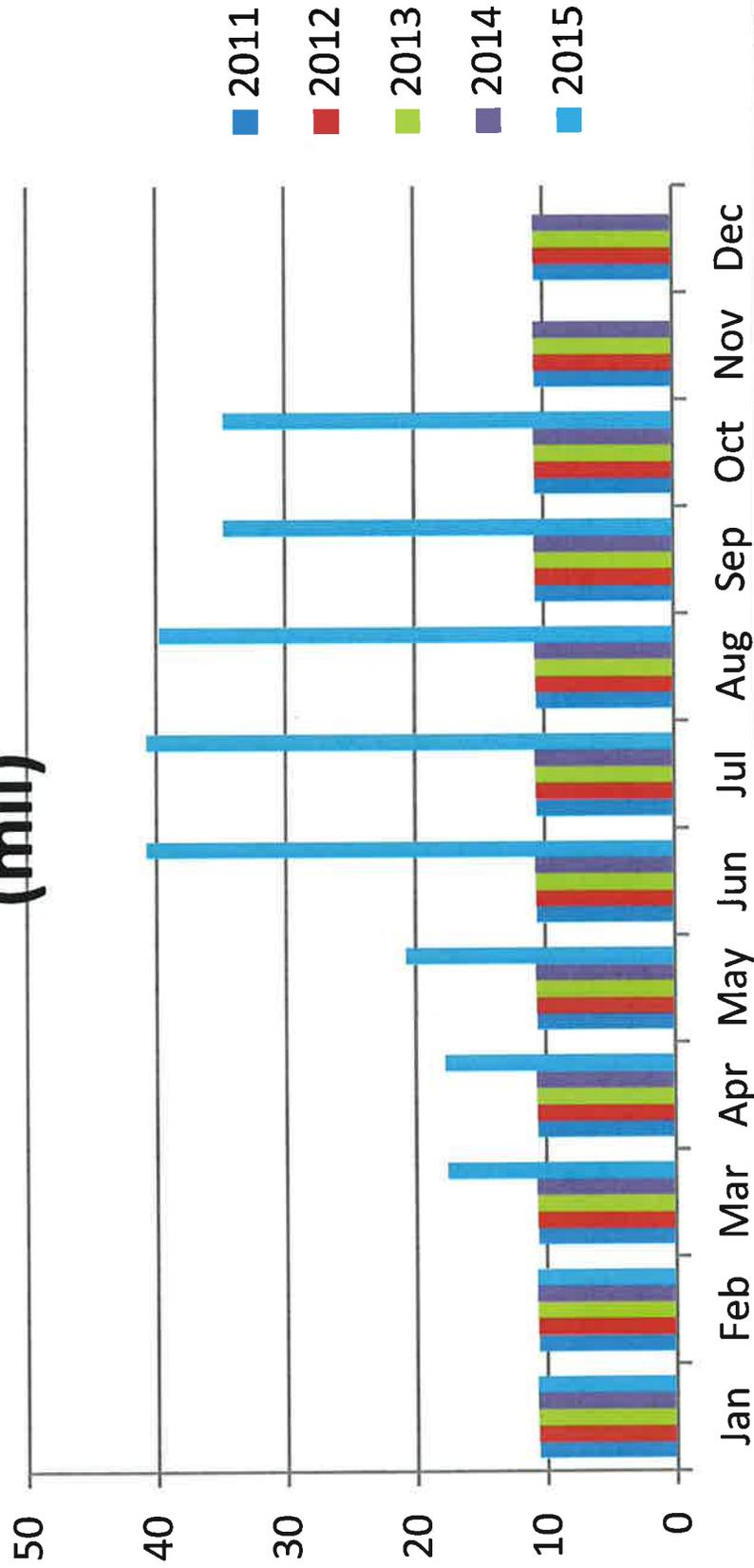


City of Colton General Pooled Cash(mil)



City of Colton Electric Cash & Reserve-

(mil)



**City of Colton Treasurer's Report
October 2015**

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-R	Blackrock Prov.	Daily	\$ 1	\$ 1	\$ 1	0.00%
1998 Water Bonds-C	Blackrock Prov.	Daily	23,145	23,145	23,145	0.01%
2000 Wastewater B-R	GE GIC	3/1/2025	412,658	412,658	412,658	6.15%
2012 Electric Bonds-PP	Blackrock Prov.	Daily	1,029,368	1,029,368	1,029,368	0.01%
2012 Electric Bonds-R	FFCB	11/27/2017	2,770,001	2,770,001	2,770,083	0.87%
2012 Electric Bonds-R	Blackrock Prov.	Daily	4,407	4,407	4,407	0.01%
2007A Bonds-PP	Blackrock Prov.	Daily	656,401	656,401	656,401	0.01%
CFD 89-2	LAIF	Daily	275,174	275,174	275,174	0.36%
			<u>\$ 5,873,655</u>	<u>\$ 5,873,655</u>	<u>\$ 5,873,737</u>	

**City of Colton Treasurer's Report
October 2015**

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	2,735,097	2,735,097	2,735,097	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	923,963	923,963	923,963	0.01%
CFD 87-1 96 Spec Tax	1st American TOF	Daily	28,907	28,907	28,907	0.01%
CFD 87-1/88-1/89-1	Municipal Bonds	9/1/2018	9,126	9,126	9,126	6.32%
CFD 90-1	1st American TOF	Daily	269,894	269,894	269,894	0.01%
PFA 1996-R	1st American TOF	Daily	11,366	11,366	11,366	0.01%
PFA 1996-R	GE GIC	9/1/2019	247,807	247,807	247,807	6.04%
			\$ 4,229,065	\$ 4,229,065	\$ 4,229,065	

Total Held by Trustees

\$ 10,102,720 \$ 10,102,720 \$ 10,102,802

TOTAL CITY CASH AND INVESTMENTS

\$ 80,731,858

**Cash and Investments Report
City of Colton
Through October 2015**

		Fund Total
100	GENERAL FUND	1,611,037.51
206	COMMUNITY CHILD CARE	180,375.82
210	SPECIAL GAS TAX	833,388.63
211	LIBRARY GRANT FUND	19,817.39
212	STATE TRAFFIC RELIEF FUND	49.45
214	POLLUTION REDUCTION FUND	401,677.55
215	COMMUNITY DEV ACT FUND	2,320.21
217	DRUG/GANG INTERVENTION	14,713.06
218	MEASURE I FUND	2,347,051.10
220	ViTep	51,492.09
225	MISC GRANTS	(189,575.29)
240	HOST CITY FEES - CIP	214,216.65
248	PARK DEVELOPMENT FUND	426,479.51
249	TRAFFIC IMPACT FUND	2,027,262.29
250	NEW FACILITIES DEVELOPMENT FEE	158,882.88
251	CIVIC CENTER DEVELOPMENT FEE	19,683.51
252	FIRE FACILITY DEVELOPMENT FEE	41,510.51
253	POLICE FACILITY DEVELOPMENT FEE	22,325.81
261	ASSET FORFEITURE	182,487.67
350	PFA Debt Fund	2,640,533.74
357	POB-Non Enterprise	128,257.05
358	PENSION OBLIGATION DEBT SERVICE	(96,597.98)
364	WATER IMPRVMT DIST A	2,091.97
450	Capital Improvement Projects	(80,546.81)
451	Colton Crossing Fund	2,581,849.17
520	ELECTRIC UTILITY	41,541,981.28
521	WATER UTILITY	7,477,915.83
522	WASTEWATER UTILITY	11,929,539.33
523	SOLID WASTE	90,812.95
526	PUBLIC BENEFIT FUND	2,332,314.85
560	CEMETARY ENDOWMENT CARE	1,186,831.82
605	Facility & Equipment Maintenance Fund	(224,649.11)
606	INFORMATION SERVICES FUND	794,490.65
607	INSURANCE FUND	966,268.60
608	AUTOMOTIVE SHOP	(35,907.72)
701	LLMD #2	(29,013.06)
702	LLMD #1	(97,940.96)
703	CFD 87-1 DEBT SERVICE	266,109.54
707	CFD 88-1 DEBT SERVICE	289,941.58
722	STORM WATER	33,183.62
734	CFD 89-2 CONSTRUCTION	0.98
744	CFD 89-1 DEBT SERVICE	497,223.98
745	CFD 89-2 DEBT SERVICE	493,091.51
762	TRUST AND AGENCY	965,270.09
781	CFD 90-1 DEBT SERVICE	319,806.01
850	Redevelopment Obligation Retirement Fund	4,074,523.14
851	Successor Agency Administration	(39,895.23)
855	Housing Auth - RM PARK DEVELOPMENT	(4,298,711.98)
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	5,414,211.02
874	Housing Auth - LOW/MOD DEBT SERVICE	(1,050,944.10)
885	Successor Agcy-MT VERNON DEBT SERVICE	(229,292.50)
890	Successor Agcy-RDA - LONG TERM DEBT GRP	7,593,607.91
895	Successor Agcy-COOLEY RANCH DEBT SERV	(1,476,744.13)
897	Successor Agcy-SANTA ANA RIVER DEBT SVC	(773,514.37)
898	Housing Auth - LOW/MOD CAPITAL PROJECTS	(974.39)
899	Successor Agcy-WEST VALLEY PRJ - DBT SV	(59,886.88)
	Grand Total:	<u>90,247,785.04</u>

Reconciling items:

Outstanding checks and adjustments	1,439,743.52
TABS - bond refinanced on August 1-pending journal entry	(8,875,766.41)
Deposits intransit	(149,167.18)
City Investment in CFD -adjustments to be posted	(1,915,874.00)
Petty cash not reflected in this report	5,000.00
Timing Difference (including rounding difference of \$0.77)	<u>(19,862.97)</u>

Per Treasurer's Report

80,731,858.00

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

December 15, 2015

Regular Special Meeting held on the above-given date at 6:04 p.m. in the Council Chambers of City Hall, with Mayor Richard DeLaRosa presiding.

CITY COUNCIL ROLL CALL

Councilmembers present were, Toro, Jorrin, González, Bennett, Suchil, MPT Navarro, and Mayor DeLaRosa.

STAFF PRESENT

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

PUBLIC COMMENT

None.

ACTION ITEM

- (1) Approve and Adopt Resolution No. R-129-15 of the City Council of the City of Colton confirming the City Manager/Director of Emergency Services' Proclamation of the Existence of a Local Emergency, RESOLUTION NO. R-129-15.

Staff Presentation

City Manager Smith informed Council as he is Director of Emergency Services and City Manager action was taken on behalf of the City as follows: proclaimed the existence of a local emergency within the City of Colton on the 11th day of December 2015 as a result of a terrorist attack commencing on or about 11:04 a.m. on the December 2, 2015 at the Inland Regional Center located at 1365 S. Waterman Avenue, San Bernardino, California; and requested Council to take action to ratify the proclamation by approving and adopting Resolution No. R-129-15.

Motion and Second by MPT Navarro/CM González to approve and adopt Resolution No.R-129-15.

Vote: All answered 'Aye'. Unanimous Vote.

Adjournment

At 6:05 p.m. Mayor DeLaRosa adjourned the Special Meeting.

Carolina R. Padilla
 City Clerk

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

December 15, 2015

Regular Meeting held on the above-given date at 6:06 p.m. in the Council Chambers of City Hall, with Mayor DeLaRosa presiding.

INVOCATION/FLAG SALUTE

City Clerk Carolina R. Padilla

CITY COUNCIL ROLL CALL

Council Members Present

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

Staff Present

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

Council Members Absent

None.

Mayor announced PUBLIC COMMENT would be moved forward; no opposition from Councilmembers present.

PUBLIC COMMENT

General

The following community members addressed the Council: Isabel Salas, Don Hines, Jerry Almendarez, Superintendent of the Colton School District.

Consent Calendar

None.

Mayor announced MAYOR AND COUNCIL ACTION ITEMS would be moved forward; no opposition from Councilmembers present.

MAYOR AND COUNCIL ACTION ITEMS

- (1) Approve and Adopt a Resolution in support of San Bernardino County Superintendent of School's Cradle to Career Roadmap, RESOLUTION NO. R-127-15.

Motion and Second by CM Bennett/CM González to approve and adopt Resolution No. R-127-15.

Roll Call Vote: YES – CM Toro/Jorin/González/Bennett/Suchil/MPT Navarro, and Mayor DeLaRosa.
Unanimous Vote.

CEREMONIAL MATTERS *Presentations, Awards, Proclamations*

- Presentation - Business Focus – Nickelodeon Pizza
MPT Navarro and CM Suchil assisted staff (*Art Morgan, Economic Development Manager and Chetay Catalano Executive Director, City of Colton Chamber of Commerce*) on presenting You Make Difference recognition certificate to Nickelodeon; accepted by Garry Grossich, Owner.

- Presentation - Veteran’s Day Proclamation to VFW Post 6476
CM González presented Proclamation for Veteran’s Day, November 11, 2015 to VFW Post 6476; accepted by VFW Post 6476 Members Mario Silva, Jessie Saucedo, and Tom Leon.

- Special Presentation - by City of Colton Council
Mayor DeLaRosa and Council presented a recognition plaque for 22 years of service in the Council Offices to Ms. Adelfa Flores, City of Colton City Council Executive Administrator.

MAYOR AND COUNCIL ITEMS

POSSIBLE CONFLICT OF INTEREST DISCLOSURES FOR THE COUNCIL MEETING OF DECEMBER 15, 2015.

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.

INFORMATIONAL ITEM

- (1) Update on Proposed Change of Colton City Logo for freeway interchanges located at I-10/Pepper, I-10/Mt. Vernon, and 215/Mt Vernon & Washington; and including but not limited to at all City Facilities, Equipment, and Documentation.

MPT Navarro presented an informational item for open discussion and possible direction; a proposed design of a new Colton City Logo for the freeway interchange projects on the I-10: Pepper Interchange; Mt. Vernon Interchange; and Mt.Vernon & Washington Interchange. Discussion and discernment among Councilmembers presented resulted in a consensus to leave the logo presented during approval of the conceptual design of the I-10/Pepper Interchange project.

- (2) Informational Report by Public Works staff on the I-10 Pepper Ave Interchange Project, I-10 Rancho Ave. Interchange East Bound On-ramp Project, I-10 Mt. Vernon Interchange Project, I-215 Washington Street Interchange Project, and Laurel Grade Separation Project.

Victor Ortiz, Engineering Superintendent, presented a PowerPoint slide presentation: ‘Updates on Freeway Interchange Projects and Laurel Grade Separation Project’. (*Informational Item*)

- Discussion and possible direction to amend CMC Title 18 Zoning; As it pertains to public noticing of properties located within a 300 foot radius.

CM González presented an informational item for discussion and possible direction to staff to consider the idea of expanding the noticing ordinance for public hearing from 300 feet to 500 feet. Discussion and discernment among Councilmembers present resulted in a consensus and direction to staff to amend and return for Council approval the CMC Title 18 Zoning as it relates to required public noticing of public hearing located within a certain property radius in all instances throughout the Zoning Ordinance to 660 feet.

APPOINTMENTS

- Appointment - Alternate Member for RIX/JPA.

Motion and Second by Mayor DeLaRosa/MPT Navarro to appoint Utilities Director Kolk as Alternate Member for RIX/JPA.

Vote: All answered 'Aye'. Appointment ratified.

CONSENT CALENDAR

Mayor DeLaRosa presented the Consent Calendar Items 2 through 6.

Councilmembers present selected items for discussion and clarification by staff: MPT Navarro, Item 6.

Motion and Second by CM Bennett/CM Suchil to approve Consent Calendar Items 2 through 6.

Vote: All answered 'Aye'. Unanimous Vote.

Mayor DeLaRosa presents the Consent Calendar Items 2 through 6

- (2) Minutes – Approval of Minutes for the City Council Regular Meeting Held December 1, 2015, on File in the Office of the City Clerk.
- (3) Warrants – Approval of voucher numbers 152853 to 152897 dated 11/25/2015 and totaling \$349,592.77; voucher number 152898 to 153043 dated 12/03/2015 and totaling \$2,073,982.46, less voided checks totaling \$1,082.32; a payroll disbursement listing for the period 10/24/2015 to 11/06/2015 and totaling \$940,793.98; and a payroll disbursement listing for the period 11/07/2015 to 11/20/2015 and totaling \$927,462.20, on file in the Finance Department.
- (4) Council / Colton Utility Authority - Amend Professional Services Agreement with NBS – Authorize to amend the Professional Services Agreement with NBS for the third time to prepare the Sewer Capacity/Connection Fee Analysis.
- (5) Update to Part-Time Salary Table – Approve the update to the City of Colton part-time salary table.
- (6) Emergency Sewer Repair of Fairway Drive – Approve and adopt Resolution No. R-128-15 determining that a local emergency exists due to the collapse of the 8-inch sewer main at Fairway Drive and authorizing emergency contracting for repairs without formal competitive bidding.

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 7:58 p.m. Mayor DeLaRosa Adjourned the Regular Meeting in memoriam of the fallen victims of the of San Bernardino tragedy of Wednesday, December 2, 2015: Robert Adams, Michael Wetzel, Bennette Bet-Badal, Nicholas Thalasinis, Yvette Velasco, Aurora Godoy, Juan Espinoza, Daniel Kaufman, Shannon Johnson, Damien Meins, Sierra Clayborn, Harry Bowman Tin Nguyen, and Isaac Amanios; also in memoriam of Jessie Valdivia who December 10, 2015.

Carolina R. Padilla
City Clerk

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STAFF REPORT

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

RECOMMENDED ACTION

It is recommended that the City Council approve U.S. Bank vouchers dated 11/19/2015 and totaling \$24,898.55; voucher numbers 153044 to 153188 dated 12/10/2015 and totaling \$1,973,124.04; voucher numbers 153189 to 153344 dated 12/17/2015 and totaling \$2,147,350.74, less voided checks totaling \$3,847.14.

BACKGROUND

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

ISSUES/ANALYSIS

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

FISCAL IMPACTS

None.

ALTERNATIVES

1. Provide alternative direction to staff.

ATTACHMENTS

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

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

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Voucher List
City of Colton

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
31296900	11/19/2015	092931 U.S. BANK CORPORATE PAYMENT SY	C. CARE-0986- 10/15		C. CARE- C. RYMER SUPPLIES FOR OUTDOOR PLAY 206-7200-7202-2304-0000-000	186.14
			C. CLERK- 9185-10/15		C. CLERK- S. SANCHEZ REGIS. NEW LAW & ELECTIONS 100-6010-6010-2280-0000-000	900.00
			C/S- 4795- 10/15		C/S- N. MIHL CAB TO & FROM AIRPORT 100-6040-6042-2280-0000-000	81.60
					LODGING (CIS CONFERENCE) 100-6040-6042-2280-0000-000	1,275.84
					PARKING AT AIRPORT 100-6040-6042-2280-0000-000	72.00
			CM- 5350- 10/15		CM- D. MILLER LEAGUE CITY MANAGER'S MEETING 100-6020-6020-2280-0000-000	650.00
			COMM SVCS-1342-10/15		COMM SVCS- D. FARRAR OFFICE SUPPLIES 100-6200-6202-2301-0000-000	37.50
					FRAUDULENT CHARGES 100-6200-6202-2301-0000-000	34.95
					CREDIT FROM FRAUDULENT CHARGE 100-6200-6202-2301-0000-000	-390.63
			COMM SVCS-1544-10/15		COMM SVCS- K. PHELPS BALLOONS FOR SPECIAL EVENT 100-6200-6214-2301-0000-000	78.72
					SUPPLIES GONZALES CENTER 100-6200-6217-2301-0000-000	65.78
					USE TAX 100-6200-6217-2301-0000-000	2.16
					USE TAX 762-2210-000	-2.16
					MICROSOFT PRO 3 COVER 100-6200-6217-2301-0000-000	109.99

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City of Colton

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
31296900	11/19/2015	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued)			
					USE TAX	
					100-6200-6217-2301-0000-000	8.80
					USE TAX	
					762-2210-000	-8.80
					TEEN TRIP	
					100-6200-6218-2301-0000-000	195.00
					HELIUM TANK	
					100-6200-6214-2301-0000-000	173.15
					CLEANING SUPPLIES & DECORATIONS	
					100-6200-6212-2301-0000-000	622.32
					TEEN TRIP TO KNOTT'S BERRY FARM	
					100-6200-6218-2301-0000-000	556.87
					WRISTBANDS	
					100-6200-6217-2301-0000-000	351.76
					USE TAX	
					100-6200-6217-2301-0000-000	28.14
					USE TAX	
					762-2210-000	-28.14
					TRAINING (NAYS ACADEMY)	
					100-6200-6202-2280-0000-000	100.00
					KNITTING BOARDS	
					100-6200-6213-2301-0000-000	62.59
					KNORR SYSTEM CONTROL UNIT	
					100-6200-6203-2301-0000-000	15.87
					SENIOR TRIP- SEAL TOURS	
					100-6200-6206-2301-0000-000	386.10
					TABLECLOTHS	
					100-6200-6201-2301-0000-000	742.40
					USE TAX	
					100-6200-6201-2301-0000-000	59.39
					USE TAX	
					762-2210-000	-59.39
					BALLOONS FOR HALLOWEEN EVENT	
					100-6200-6214-2301-0000-000	95.81

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
31296900	11/19/2015	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued)		SUPPLIES FOR HALLOWEEN EVENT 100-6200-6213-2250-0000-000	43.50
					SUPPLIES FOR HALLOWEEN EVENT 100-6200-6214-2301-0000-000	17.60
					SUPPLIES FOR HALLOWEEN EVENT 100-6200-6201-2301-0000-000	98.83
					USE TAX 100-6200-6214-2301-0000-000	3.76
					USE TAX 762-2210-000	-3.76
					HALLOWEEN DECORATIONS 100-6200-6214-2301-0000-000	29.95
					USE TAX 100-6200-6214-2301-0000-000	2.40
					USE TAX 762-2210-000	-2.40
					HALLOWEEN DECORATIONS 100-6200-6214-2301-0000-000	20.95
					USE TAX 100-6200-6214-2301-0000-000	1.68
					USE TAX 762-2210-000	-1.68
					TOUCHLESS TOWELS 100-6200-6213-2250-0000-000	59.25
					USE TAX 100-6200-6213-2250-0000-000	4.74
					USE TAX 762-2210-000	-4.74
					SUPPLIES REC ON ROAD 100-6200-6201-2301-0000-000	13.17
					HALLOWEEN SUPPLIES 100-6200-6214-2301-0000-000	20.08
			COUNCIL-4958-10/15		COUNCIL- A. FLORES ICSC DUES 2016	

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Voucher List
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
31296900	11/19/2015	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued)		100-6000-6000-2270-0000-000 REFRESHMENTS CCM 10/6/15	50.00
					100-6000-6000-2280-0001-000 CLEANING SUPPLIES	43.43
					100-6000-6000-2301-0000-000 REFRESHMENTS COUNCIL 10/6/15	6.48
					100-6000-6000-2280-0001-000 DINNER COUNCIL MEETING 10/6/15	5.00
					100-6000-6000-2280-0001-000 FLOWERS (LODARSKI)	42.93
					100-6000-6000-2301-0000-000 FLOWERS (LODARSKI)	74.62
					100-6020-6020-2300-0000-000 DINNER BUDGET WORKSHOP	42.00
					100-6000-6000-2280-0001-000 FLOWERS (LODARSKI)	37.83
					100-6000-6000-2301-0000-000 FLOWERS (LODARSKI)	85.67
					100-6020-6020-2300-0000-000 LODGING (POST COMMISSION MTG)	50.00
			DEV SVCS-5316- 10/15		100-6000-6000-2280-0000-000 DEV SVCS- M. TOMICH	179.36
					REFRESHMENTS FOR WORKSHOP	
					100-6300-6301-2280-0000-000 BUSINESS LICENSE WEB RENEWAL	45.40
					100-6300-6301-2301-0000-000 SEXUAL HARASSMENT SEMINAR	23.00
			ELEC- 3629- 10/15		100-6300-9050-2280-0000-000 ELEC- C. JIMENEZ	75.00
					APP TRAINING	
					520-8000-8003-1160-0926-000 FOOD FOR MEETING	850.00
					520-8000-8001-2280-0930-200 DRINKS FOR MEETING	27.49

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 City of Colton

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
31296900	11/19/2015	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued)			
			ELEC- 4201- 10/15		520-8000-8001-2280-0930-200 ELEC- R. GALLEGOS LUNCH DURING APPA WEBINAR	15.50
			ELEC- 8031- 10/15		520-8000-8001-2280-0930-200 ELEC- J. SUTORUS PRINTING - BRANDING WRAPS	43.00
					520-8000-8005-2341-0930-200 MARKETING MATERIALS	44.55
					520-8000-8005-2341-0930-200 CREDIT	142.56
					520-8000-8005-2341-0930-200 GLUE RUNNERS	-142.56
					520-8000-8005-2341-0930-200 PRINTING SOLAR WORKSHOP	9.00
					520-8000-8005-2341-0930-200 SMALL BUSINESS POSTCARDS	44.72
					520-8000-8005-2341-0930-200 BAGGAGE (SUTORUS/ROGERS)	57.42
					520-8000-8005-2280-0930-200 OFFICE SUPPLIES	50.00
					520-8000-8005-2300-0930-200 TRANSPORTION- APPA CONF.	61.54
					520-8000-8005-2280-0930-200 BAGGAGE FEE (SUTORUS/ROGERS)	29.26
					520-8000-8005-2280-0930-200 LODGING (APPA CONF) (ROGERS)	50.00
					520-8000-8005-2280-0930-200 LODGING (APPA CONF) (SUTORUS)	617.55
					520-8000-8005-2280-0930-200 BILL INSERTS (HHW GRANT R-86-14)	629.73
					225-6150-1325-2306-0000-000 FIRE- D. BENFIELD	941.57
			FIRE- 5098- 10/15		REAR BUMPER REPAIR 100-6090-6091-2210-0000-000	126.00

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Voucher List
City of Colton

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
31296900	11/19/2015	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued)		PORTAIT FOR LODARSKI VIGIL 100-6090-6091-2301-0000-000	135.31
			FIRE- 6381- 10/15		FIRE- K. VALENTIN DOOR DECALS 100-6090-6091-2301-0000-000	100.00
					USE TAX 100-6090-6091-2301-0000-000	8.00
					USE TAX 762-2210-000	-8.00
					DOOR ROLLER STRAP 100-6090-6091-2240-0000-000	37.60
					SMALL ENGINE FUEL 100-6090-6091-2240-0000-000	324.21
					BATH RUGS 100-6090-6091-2301-0000-000	50.37
			FIRE- 9195- 10/15		FIRE- A. SORK PAPER TOWELS 100-6090-6091-2301-0000-000	16.17
			HR- 4231- 10/15		HR- T. COOPER TESTING MATERIALS 100-6030-6030-2342-0000-000	187.06
			I.S.- 8716- 10/15		I.S.- P. EVANS WI-FI ACCESS FOR CITY BUILDINGS 606-6040-6044-4930-0000-000	259.98
					USE TAX 606-6040-6044-4930-0000-000	20.80
					USE TAX 762-2210-000	-20.80
					WEB FILTERING SOFTWARE 606-6040-6044-2315-0000-000	171.90
			LIB- 4859- 10/15		LIB- E. PEDROZA LUNCH (WEEKLY ROTARY MTG'S) 100-6200-6250-2280-0000-000	48.24
			PD- 0103- 10/15		PD- E. WICKMAN	

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Voucher List
City of Colton

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
31296900	11/19/2015	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued)		CNG FUEL 100-6070-6071-2210-0000-000	374.47
			PD- 0475- 10/15		PD- M. ALDRICH CNG FUEL 100-6070-6071-2210-0000-000	43.55
			PD- 1945- 10/15		PD- R. CARNELL CERTIFIED MAIL 100-6070-6071-2210-0000-000	6.74
			PD- 2441- 10/15		CNG FUEL 100-6070-6071-2210-0000-000	76.69
			PD- 3734- 10/15		PD- A. RIVERA CNG FUEL 100-6070-6071-2210-0000-000	299.53
			PD- 4959- 10/15		PD- T. HEARD CNG FUEL 100-6070-6071-2210-0000-000	72.07
			PD- 5050- 10/15		PD- R. WICKMAN AMAZON- PURCHASED BY MISTAKE 100-6070-6071-2300-0000-000	3.99
					PD- A. BETANCUR REPLACE SMART SIREN 608-6150-8700-2210-6071-000	94.17
					REPAIR VACUUM 100-6070-6071-2350-0000-000	81.70
					PROPERTY PROFILES 100-6070-6071-2350-0000-000	50.00
					KENNEL LEADS 100-6070-6071-2301-0000-000	99.55
					USE TAX 100-6070-6071-2301-0000-000	7.11
					USE TAX 762-2210-000	-7.11
					WAND READER 100-6070-6071-2301-0000-000	752.44

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Voucher List
City of Colton

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
31296900	11/19/2015	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued)			
			PD- 5076- 10/15		ADJUSTABLE DESK 100-6070-6071-2301-0000-000	432.00
					PD- L. AVALOS AIRFARE/CAR RENTAL CNOA TRAINING	1,314.89
					100-6070-6071-1160-0000-000 CABLE SERVICE- K2C SUBSTATION	102.97
					100-6070-6071-2301-0000-000 91 EXPRESS LANES FEES	30.00
					100-6070-6071-2210-0000-000 TUITION (TRAFFIC COLLISION)	493.37
					100-6070-6071-1160-0000-000 LODGING (FARCAS/GRUENZNER)	880.36
					100-6070-6071-1160-0000-000 MEMBERSHIP DUES (POLICE CHIEFS)	840.00
			PD- 5499- 10/15		100-6070-6071-2270-0000-000 PD- M. CHAVEZ CNG FUEL	72.81
			PURCH- 4250- 10/15		100-6070-6071-2210-0000-000 PURCH- B. GUTIERREZ MOP FOR WAREHOUSE	21.59
			PW- 9927- 10/15		100-6040-6043-2301-0000-000 PW- A. HUSSAIN WW- CNG FUEL	201.17
			ST- 7740- 10/15		522-8200-8200-2210-0000-000 ST- R. ARABELO CNG FUEL	753.63
			ST- 9441- 10/15		210-6150-6160-2210-0000-000 PARKS- A. GARCIA LANDSCAPING SUPPLIES	1,152.56
					521-8100-8110-3890-0000-000 CNG FUEL	27.51
			ST- 9458- 10/15		100-6150-6205-2210-0000-000 ST- A. PAGDILAO REPAIR STEAM CLEANER	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
31296900	11/19/2015	092931	U.S. BANK CORPORATE PAYMENT SY	(Continued)		
					520-8000-8004-2210-0933-000	358.78
					IPHONE CASE	
					100-6150-6160-2301-0000-000	54.11
					CNG FUEL	
					605-6150-6211-2210-0000-000	131.16
					CNG FUEL	
					210-6150-6160-2210-0000-000	952.39
			W- 1295- 10/15		W- J. GARCIA	
					NEW TIRES & REPAIRS	
					608-6150-8700-2210-8101-000	789.01
					PROJECTOR	
					521-8300-8300-2300-0000-000	369.35
			W- 4266- 10/15		W- G. BARAJAS	
					LODGING (C. ESQUER)	
					521-8300-8300-1160-0000-000	168.22
			W- 9192- 10/15		W- J. SHIMMIN	
					TRAINING- A.W.W.A.	
					521-8100-8110-1160-0000-000	545.00
					OFFICE SUPPLIES	
					521-8100-8110-2300-0000-000	35.46
			WW- 8118- 10/15		WW- M. GUERRERO	
					TIRES FOR GOLF CARTS	
					608-6150-8700-2210-8200-000	551.20
					CELL PHONE CASE	
					522-8200-8200-2301-0000-000	17.90
					USE TAX	
					522-8200-8200-2301-0000-000	1.43
					USE TAX	
					762-2210-000	-1.43
					BLOWER ENGINE TREATMENT	
					522-8200-8200-2255-0000-000	225.18
					SCREEN PROTECTOR	
					522-8200-8200-2301-0000-000	27.05
					Total :	24,898.55

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Voucher List
City of Colton

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
					Bank total :	24,898.55
1		Vouchers for bank code : boa				
1		Vouchers in this report			Total vouchers :	24,898.55



Anita Agramonte
Finance Director



Aurelio De La Torre
City Treasurer

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12/10/2015 4:39:30PM

Voucher List
City of Colton

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153044	12/7/2015	048088 AETNA, INC	H0829773		HEALTH PREMIUMS 762-2020-000 100-6030-6030-1150-0000-000	110,163.66 57,623.41 Total : 167,787.07
153045	12/10/2015	058517 AETNA	31062972		RETIREE HEALTH PREMIUMS 100-6030-6030-1150-0000-000	1,135.50 Total : 1,135.50
153046	12/10/2015	059314 AETNA	31062328		RETIREE HEALTH PREMIUMS 100-6030-6030-1150-0000-000	1,496.48 Total : 1,496.48
153047	12/10/2015	093748 AG PRO'S WEED & PEST CONTROL	6009		W- WEED ABATEMENT AT WELLS	
			6010	015673	521-8100-8101-2350-0000-000	276.50
			6011	015673	W- WEED ABATEMENT AT WELLS 521-8100-8101-2350-0000-000	197.50
			6012	015673	W- WEED ABATEMENT AT WELLS 521-8100-8101-2350-0000-000	790.00
			6013	015673	W- WEED ABATEMENT AT WELLS 521-8100-8101-2350-0000-000	1,185.00
			6014	015673	W- WEED ABATEMENT AT WELLS 521-8100-8101-2350-0000-000	131.54
			6015	015673	W- WEED ABATEMENT AT WELLS 521-8100-8101-2350-0000-000	395.00
			6016	015673	W- WEED ABATEMENT AT WELLS 521-8100-8101-2350-0000-000	395.00
			6017	015673	W- WEED ABATEMENT AT WELLS 521-8100-8101-2350-0000-000	118.50
			6018	015673	W- WEED ABATEMENT AT WELLS 521-8100-8101-2350-0000-000	118.50
			6019	015673	W- WEED ABATEMENT AT WELLS 521-8100-8101-2350-0000-000	395.00
			6020	015673	W- WEED ABATEMENT AT WELLS 521-8100-8101-2350-0000-000	98.75

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153047	12/10/2015	093748	AG PRO'S WEED & PEST CONTROL		(Continued)	
			6021	015673	521-8100-8101-2350-0000-000 W- WEED ABATEMENT	395.00
			6022	015673	521-8100-8101-2350-0000-000 W- WEED ABATEMENT	395.00
			6023	015673	521-8100-8101-2350-0000-000 W- WEED ABATEMENT	592.50
			6024	015673	521-8100-8101-2350-0000-000 W- WEED ABATEMENT	395.00
			6025	015673	521-8100-8101-2350-0000-000 W- WEED ABATEMENT	98.75
			6026	015673	521-8100-8101-2350-0000-000 W- WEED ABATEMENT	98.75
				015673	521-8100-8101-2350-0000-000	197.50
					Total :	6,273.79
153048	12/10/2015	000289	AIRGAS USA, LLC		W- OXYGEN & WELDING SUPPLIES	
			9044930757	015718	521-8100-8101-2301-0000-000	100.64
			9800281191	015718	521-8100-8101-2301-0000-000 W- OXYGEN & WELDING SUPPLIES	52.04
					Total :	152.68
153049	12/10/2015	026370	ALLSTAR FIRE EQUIPMENT INC		FIRE- SAFETY GEAR	
			185809	015433	100-6090-6091-1180-0000-000	59.25
					Total :	59.25
153050	12/10/2015	092644	ANDERSON, DEBORAH		COMM SVCS- MARKETING MATERIALS	
			NOV 15	015725	100-6200-6202-2350-0000-000	431.90
					Total :	431.90
153051	12/10/2015	093657	ANDERSON, LILI		COMM SVCS- CONTRACT INSTRUCTOI	
			NOV 15	015729	100-6200-6202-2350-0000-000	154.70
					Total :	154.70
153052	12/10/2015	046028	AT & T		I.S.- TELEPHONE SERVICES	
			2710107-1115	054153	606-6040-6044-2310-0000-000	88.90
			3410640-1115		I.S.- TELEPHONE SERVICES	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153052	12/10/2015	046028 AT & T	(Continued)			
			3706146-1115	054153	606-6040-6044-2310-0000-000 FIRE- TELEPHONE SERVICES	375.97
			3813148-1115	054153	100-6090-6091-2310-0000-000 FIRE- TELEPHONE SERVICES	18.54
			4221867-1115	054153	100-6090-6091-2310-0000-000 LIB- TELEPHONE SERVICES	90.90
			4330012-1115	054153	100-6200-6250-2310-0000-000 COMM SVCS- TELEPHONE SERVICES	18.51
			4330258-1115	054153	100-6200-6202-2310-0000-000 COMM SVCS- TELEPHONE SERVICES	78.52
			4512619-1115	054153	100-6200-6202-2310-0000-000 I.S.- TELEPHONE SERVICES	36.19
			5129287-1115	054153	606-6040-6044-2310-0000-000 I.S.- TELEPHONE SERVICES	69.15
			5141746-1115	054153	606-6040-6044-2310-0000-000 LIB- TELEPHONE SERVICES	393.58
			7831333-1115	054153	100-6200-6250-2310-0000-000 I.S.- TELEPHONE SERVICES	18.51
			7832544-1115	054153	606-6040-6044-2310-0000-000 I.S.- TELEPHONE SERVICES	113.51
			7832679-1115	054153	606-6040-6044-2310-0000-000 C.CARE- TELEPHONE SERVICES	101.62
			7833573-1115	054153	206-7200-7202-2310-0000-000 LIB- TELEPHONE SERVICES	18.51
			8243506-1115	054153	100-6200-6250-2310-0000-000 C. CARE- TELEPHONE SERVICES	18.51
			8798315-1115	054153	206-7200-7202-2310-0000-000 LIB- TELEPHONE SERVICES	120.79
				054153	100-6200-6250-2310-0000-000	18.51
					Total :	1,580.22
153053	12/10/2015	092211 AT & T SOLUTIONS	6969619205		ELEC- SERVICE ON WAN MODEMS	
			6973719207	015612	520-8000-8009-2225-0548-000	199.32
				015612	ELEC- SERVICE FOR WAN MODEM 520-8000-8001-2310-0930-200	148.00

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Voucher List
City of Colton

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153053	12/10/2015	092211	092211 AT & T SOLUTIONS		(Continued)	Total : 347.32
153054	12/10/2015	000205 AT&T	2710010-1115	054152	ELEC- TELEPHONES SERVICES 520-8000-8001-2310-0930-200	33.45 Total : 33.45
153055	12/10/2015	060113 AT&T	4330627-1115		C. CARE- PHONE SERVICE 206-7200-7202-2310-0000-000	48.48 Total : 48.48
153056	12/10/2015	093447 AVAYA INC.	2733577248	015603	I.S.- PHONE SYSTEM MAINT. 606-6040-6044-2310-0000-000	2,275.90 Total : 2,275.90
153057	12/10/2015	093492 BATTERY SYSTEMS INC.	3341908	016004	INV- AUTO BATTERIES 100-1510-000 100-1510-000	632.68 50.62 Total : 683.30
153058	12/10/2015	001527 BEST BEST & KRIEGER	760583		ECON DEV- LEGAL SERVICES 898-9000-9800-2350-0000-000	6,436.80 Total : 6,436.80
153059	12/10/2015	093975 BLACK, ROBERT DOUGLAS	NOV 15	015766	COMM SVCS- CONTRACT INSTRUCTO 100-6200-6202-2350-0000-000	11.20 Total : 11.20
153060	12/10/2015	093948 BRAUN BLAISING MCLAUGHLIN &	15720 15812	015814 015814	ELEC- LEGAL SERVICES 520-8000-8001-2350-0923-000 ELEC- LEGAL SERVICES 520-8000-8001-2350-0923-000	627.80 894.95 Total : 1,522.75
153061	12/10/2015	024815 BRITHINEE ELECTRIC	W1003183	015746	W- ELECTRICAL PARTS 521-8100-8101-2411-0000-000	3,804.63 Total : 3,804.63
153062	12/10/2015	093834 CADD OFFLOAD	0103		CDGB- ENG. SUPPORT & PROJECT M	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153062	12/10/2015	093834 CADD OFFLOAD	(Continued)	015933	215-1501-6920-3890-0000-000	1,260.00
					Total :	1,260.00
153063	12/10/2015	037984 CALIFORNIA CHILD DEVELOPMENT	12/15/15		C. CARE- CCDAA-DRDP TRAINING 206-7200-7203-1160-0000-000	1,859.00
					Total :	1,859.00
153064	12/10/2015	037984 CALIFORNIA CHILD DEVELOPMENT	12/11/15		C. CARE- REGIS. CCDAA MEETING 206-7200-7202-2280-0000-000	40.00
					Total :	40.00
153065	12/10/2015	057956 CAMPOS, ALONDRA	1068213.015		COMM SVCS- REFUND CLASS FEES 100-6747-000	100.00
					Total :	100.00
153066	12/10/2015	003165 CANON FINANCIAL SERVICES	15495030		COPIER LEASE- (VARIOUS DEPT'S)	
				015447	100-6090-6091-2420-0000-000	217.71
				015447	100-6070-6071-2420-0000-000	89.49
				015447	100-6040-6043-2420-0000-000	157.22
				015447	100-6150-6151-2420-0000-000	104.14
				015447	521-8300-8300-2420-0000-000	104.14
				015447	100-6200-6250-2420-0000-000	147.80
				015447	520-8000-8001-2420-0931-000	157.22
				015447	100-6040-6043-2420-0000-000	35.67
				015447	520-8000-8009-2225-0548-000	89.48
				015447	100-6150-6151-2420-0000-000	74.00
				015447	521-8300-8300-2420-0000-000	74.00
				015447	100-6070-6071-2420-0000-000	204.36
				015447	100-6200-6200-2420-0000-000	157.23
				015447	520-8000-8003-2420-0931-000	138.58
				015447	522-8200-8200-2420-0000-000	148.00
				015447	100-6070-6071-2420-0000-000	35.67
				015447	206-7200-7202-2420-0000-000	40.79
				015447	100-6200-6250-2420-0000-000	31.82
				015447	100-6300-6301-2420-0000-000	157.22
				015447	100-6070-6071-2420-0000-000	138.58

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153066	12/10/2015	003165 CANON FINANCIAL SERVICES	(Continued)			
				015447	100-6030-6030-2420-0000-000	148.00
				015447	100-6070-6071-2420-0000-000	142.12
				015447	100-6040-6041-2420-0000-000	117.15
					206-7200-7202-2420-0000-000	3.26
					100-6300-6301-2420-0000-000	12.58
					100-6030-6030-2420-0000-000	11.84
					100-6040-6041-2420-0000-000	9.37
					100-6090-6091-2420-0000-000	17.42
					100-6020-6020-2420-0000-000	13.97
					100-6000-6000-2420-0000-000	15.32
					100-6200-6200-2420-0000-000	12.58
					520-8000-8003-2420-0931-000	11.09
					522-8200-8200-2420-0000-000	11.84
				015447	100-6070-6071-2420-0000-000	132.70
				015447	100-6020-6020-2420-0000-000	174.59
				015447	100-6000-6000-2420-0000-000	191.55
					100-6040-6043-2420-0000-000	15.43
					100-6150-6151-2420-0000-000	14.25
					521-8300-8300-2420-0000-000	14.25
					100-6200-6250-2420-0000-000	14.37
					520-8000-8001-2420-0931-000	12.58
					520-8000-8009-2225-0548-000	7.16
					100-6070-6071-2420-0000-000	59.43
					Total :	3,465.97
153067	12/10/2015	093662 CAROLLO ENGINEERS, INC.	0142966		WW- WATER MASTERPLANS	
				012931	522-8200-8200-2350-0000-000	24,340.00
					Total :	24,340.00
153068	12/10/2015	003817 CENTERPOINTE CAR WASH	SEPT 15- FUEL		PD- FUEL FOR MOTORBIKES	
			SEPT 2015	054159	100-6070-6071-2210-0000-000	155.10
				054159	100-6200-6200-2210-0000-000	19.00
				054159	100-6090-6091-2210-0000-000	12.00
				054159	608-6150-8700-2210-8101-000	12.00
				054159	520-8000-8005-2210-0933-000	9.50

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153068	12/10/2015	003817 CENTERPOINTE CAR WASH	(Continued)			
				054159	521-8100-8101-2210-0000-000	11.00
				054159	100-6070-6071-2210-0000-000	522.00
					Total :	740.60
153069	12/10/2015	093729 CHILDCARE CAREERS, LLC	222100		C. CARE- CHILDCARE TEACHERS	
			222101	015460	206-7200-7202-2350-0000-000	91.40
				015460	C. CARE- CHILDCARE TEACHERS	
					206-7200-7202-2350-0000-000	536.99
					Total :	628.39
153070	12/10/2015	093122 CINTAS CORP. LOC#150	150580095		ELEC- UNIFORM CLEANING SERVICE	
				054160	520-8000-8004-1170-0926-000	290.80
				054160	520-8000-8002-2301-0921-000	29.72
			150580096		ELEC- UNIFORM CLEANING SERVICE	
				054160	520-8000-8003-1170-0926-000	175.56
			150583895		ELEC- UNIFORM CLEANING SERVICE	
				054160	520-8000-8004-1170-0926-000	290.80
				054160	520-8000-8002-2301-0921-000	29.72
			150583896		ELEC- UNIFORM CLEANING SERVICE	
				054160	520-8000-8003-1170-0926-000	175.56
					Total :	992.16
153071	12/10/2015	093122 CINTAS CORP. LOC#150	150578985		ELEC- UNIFORM CLEANING SERVICE	
				015614	520-8000-8009-2225-0548-000	158.63
			150582786		ELEC- UNIFORM CLEANING SVC	
				015614	520-8000-8009-2225-0548-000	158.63
					Total :	317.26
153072	12/10/2015	001005 CITY OF COLTON	312577-312691		WORKERS COMP CLAIMS	
					607-1110-000	77,445.22
					Total :	77,445.22
153073	12/10/2015	038079 COLTON DISPOSAL	OCT 15		SOLID WASTE- DISPOSAL SERVICES	
					523-6150-6163-2350-0000-000	229,998.09
					100-5307-000	-47,142.32
					100-6779-000	-4,358.50

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153073	12/10/2015	038079 COLTON DISPOSAL	(Continued)		100-6805-000	-8,777.33
			SEPT 15		STORM W.- DISPOSAL SERVICES	
					523-6150-6163-2350-0000-000	229,924.26
					100-5307-000	-52,714.90
					100-6779-000	-5,533.26
					100-6805-000	-8,777.33
					523-6150-6163-2350-0000-000	17,571.75
					100-7835-000	-52,500.00
					100-7836-000	-20,000.00
					Total :	277,690.46
153074	12/10/2015	046366 CORONA, MANUEL A.	NOV 15		COMM SVCS- CONTRACT INSTRUCTO	
				015728	100-6200-6202-2350-0000-000	491.40
					Total :	491.40
153075	12/10/2015	092635 CRITERION AUTOMATION INC.	1510-SCAD59		W- SCADA SYSTEMS SERVICES	
				015585	521-8100-8101-2350-0000-000	1,269.00
				015585	522-8200-8200-2350-0000-000	2,722.15
			1510-SCAD60		W- SCADA SYSTEMS SERVICES	
				015585	521-8100-8101-2350-0000-000	4,879.68
				015585	522-8200-8200-2350-0000-000	1,020.00
					Total :	9,890.83
153076	12/10/2015	040945 CSR COMPANY	15254		BM- A/C REPAIRS	
				015519	605-6150-6211-2350-0000-000	151.16
			15282		BM- A/C REPAIRS	
				015519	605-6150-6211-2350-0000-000	105.80
			15301		BM- A/C REPAIRS	
				015519	605-6150-6211-2350-0000-000	337.80
					Total :	594.76
153077	12/10/2015	003952 DAILY JOURNAL CORP	B2793822		DEV SVCS- LEGAL PUBLICATIONS	
					100-6300-6301-2340-0000-000	253.00
			B2801256		DEV SVCS- LEGAL PUBLICATIONS	
					100-6300-6301-2340-0000-000	206.80
			B2806022		DEV SVCS- LEGAL PUBLICATIONS	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153077	12/10/2015	003952 DAILY JOURNAL CORP	(Continued)			
			B2806031		100-6300-6301-2340-0000-000 DEV SVCS- LEGAL PUBLICATIONS	204.60
			B2806140		100-6300-6301-2340-0000-000 DEV SVCS- LEGAL PUBLICATIONS	244.20
			B2810471		100-6300-6301-2340-0000-000 DEV SVCS- LEGAL PUBLICATIONS	244.20
					100-6300-6301-2340-0000-000	178.20
					Total :	1,331.00
153078	12/10/2015	002720 DANIELS TIRE SERVICE	230089136		INV- TIRES	
				015997	100-1510-000	2,251.20
					100-1510-000	208.10
					Total :	2,459.30
153079	12/10/2015	050049 DE LA TORRE, AURELIO	EXC MED 15/16		TREASURER- MEDICAL REIMB.	
					100-6060-6060-1100-0000-000	561.46
					Total :	561.46
153080	12/10/2015	093773 DM CONTRACTING, INC.	4315		CDBG- CITYWIDE CONCRETE IMPROV	
				015888	215-1501-6920-3890-0000-000	102,029.55
					215-2460-000	-5,101.48
			4322		CIP- ST. DRAINAGE PROJECT	
				016006	450-1202-6970-3890-0000-000	14,460.00
					450-2460-000	-723.00
					Total :	110,665.07
153081	12/10/2015	cbc0116 EALY, LAVADA M	00284350		CLOSING BILL CREDIT	
					520-2450-232	11.30
					Total :	11.30
153082	12/10/2015	033495 ELECTRONICS WAREHOUSE	T-102045		ELEC- ELECTRICAL SUPPLIES	
				015502	520-8000-8009-2225-0548-000	11.99
					Total :	11.99
153083	12/10/2015	044801 EVERBANK COMMERCIAL FINANCE IN	3456954		C/S- MAINTENANCE ON COPIER	
				015587	100-6040-6042-2420-0000-000	315.40

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153083	12/10/2015	044801	044801 EVERBANK COMMERCIAL FINANCE IN	(Continued)		Total : 315.40
153084	12/10/2015	001422	FERGUSON ENTERPRISES, INC		W- PLUMBING SUPPLIES	
			2453452	054171	521-8100-8101-2301-0000-000	46.75
			2461792	054171	W- PLUMBING SUPPLIES	
			2525399	054171	521-8100-8101-2301-0000-000	37.46
				054171	W- PLUMBING SUPPLIES	
				054171	521-8100-8101-2301-0000-000	108.22
					Total :	192.43
153085	12/10/2015	093728	FIRE APPARATUS SOLUTIONS		FIRE- VEHICLE MAINTENANCE	
			9795	015586	100-6090-6091-2210-0000-000	167.21
			9796	015586	FIRE- VEHICLE MAINTENANCE	
			9797	015586	100-6090-6091-2210-0000-000	802.63
			9798	015586	FIRE- VEHICLE MAINTENANCE	
			9799	015586	100-6090-6091-2210-0000-000	166.42
			9800	015586	FIRE- VEHICLE MAINTENANCE	
			9801	015586	100-6090-6091-2210-0000-000	186.87
				015586	FIRE- VEHICLE MAINTENANCE	
				015586	100-6090-6091-2210-0000-000	715.91
				015586	FIRE- VEHICLE MAINTENANCE	
				015586	100-6090-6091-2210-0000-000	881.39
				015586	FIRE- VEHICLE MAINTENANCE	
				015586	100-6090-6091-2210-0000-000	643.17
					Total :	3,563.60
153086	12/10/2015	093928	FLYERS ENERGY, LLC		FIRE- FUEL, DIESEL, AND LUBRICANTS	
			15-149926	054201	100-6090-6091-2210-0000-000	1,583.79
			15-168633	054201	FIRE- FUEL, DIESEL, AND LUBRICANTS	
			15-168634	054201	100-6090-6091-2210-0000-000	848.46
				054201	FIRE- FUEL, DIESEL, AND LUBRICANTS	
				054201	100-6090-6091-2210-0000-000	906.83
					Total :	3,339.08
153087	12/10/2015	092134	FOX OCCUPATIONAL MEDICAL CENTE		HR- PRE-EMPLOYMENT PHYSICALS	
			5100-64107	054172	100-6030-6030-2342-0000-000	864.00
				054172	520-8000-8004-1161-0926-000	105.00

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153087	12/10/2015	092134 FOX OCCUPATIONAL MEDICAL CENTE	(Continued)			
				054172	521-8100-8101-2350-0000-000	35.00
					Total :	1,004.00
153088	12/10/2015	093488 FRUIT GROWERS SUPPLY COMPANY	91715055		FIRE- EQUIPMENT PARTS	
				015452	100-6090-6091-2240-0000-000	74.12
					Total :	74.12
153089	12/10/2015	092108 G & G ENVIRONMENTAL	COC-1015		WW- PRETREATMENT PROGRAM SVCS	
				015037	522-8200-8200-2350-0000-000	17,323.06
					Total :	17,323.06
153090	12/10/2015	017955 GALLS, LLC	BC0211885		PD- UNIFORM (R. CANTRELL)	
				054173	100-6070-6071-1170-0000-000	235.74
			BC0212705		PD- UNIFORM (A. BETANCUR)	
				054173	100-6070-6071-1170-0000-000	302.38
			BC0212856		PD- UNIFORM (A. GOMEZ)	
				054173	100-6070-6071-1170-0000-000	43.19
					Total :	581.31
153091	12/10/2015	093573 GARDA CL WEST, INC.	10156490		TREASURER- CASH TRANSPORT SVCS	
				015411	100-6060-6060-2350-0000-000	462.50
					Total :	462.50
153092	12/10/2015	092051 GE MOBILE WATER, INC	98018632		ELEC- EQUIPMENT LEASE	
				015689	520-8000-8009-2225-0548-000	7,472.52
					Total :	7,472.52
153093	12/10/2015	093811 GENERAL PUMP COMPANY, INC.	24451		W- WELL AND PUMP REPAIR	
				015958	521-8100-8101-2411-0000-000	572.00
			24602		W- PUMP TESTING AND REHABILITATION	
				015717	521-8100-8101-3890-0000-000	69,929.00
					521-2460-000	-3,496.45
					Total :	67,004.55
153094	12/10/2015	000157 GENUINE AUTO PARTS	131035		AUTOMOTIVE PARTS	
				054176	608-6150-8700-2210-8200-000	47.29
			131431		AUTOMOTIVE PARTS	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153094	12/10/2015	000157 GENUINE AUTO PARTS	(Continued)			
				054176	608-6150-8700-2210-8200-000	7.74
					Total :	55.03
153095	12/10/2015	093069 GLOBALSTAR USA	1.6937567		FIRE- SATELLITE PHONE SERVICE	
				015535	100-6090-6094-2310-0000-000	240.40
					Total :	240.40
153096	12/10/2015	001387 GOVERNMENT FINANCE OFFICERS, ASSOCI/	460585		FIN- TRAINING SEMINAR (S. DABBS)	
			460587		100-6040-6041-1160-0000-000	333.00
					FIN- TRAINING SEMINAR (A. AGRAMONTE)	
					100-6040-6041-1160-0000-000	333.00
					Total :	666.00
153097	12/10/2015	000160 GRAYBAR ELECTRIC CO	982203391		ELEC- ELECTRIC PARTS	
				054178	520-8000-8003-2301-0921-000	15.05
					Total :	15.05
153098	12/10/2015	082768 HAIG, ANTHONY J	NOV 15		COMM SVCS- CONTRACT INSTRUCTORS	
				015882	100-6200-6202-2350-0000-000	192.00
					Total :	192.00
153099	12/10/2015	092596 HI-LINE	1/J87060		ELEC INV- ROPE	
				015952	520-1500-154	186.64
					520-1500-154	11.50
					762-2210-000	-11.50
					Total :	186.64
153100	12/10/2015	025906 HOME DEPOT	1014020		BM- HARDWARE SUPPLIES	
			1032175	054182	605-6150-6211-2250-6217-000	65.00
			2023162	054181	ELEC- HARDWARE SUPPLIES	
					520-8000-8002-2301-0921-000	149.98
			5011421	054182	BM- HARDWARE SUPPLIES	
					605-6150-6211-2250-6217-000	196.91
			5130327	054184	W- HARDWARE SUPPLIES	
					521-8100-8110-3890-0000-000	27.64
					COMM SVCS- HARDWARE SUPPLIES	

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153100	12/10/2015	025906 HOME DEPOT	(Continued)	054180	100-6200-6208-2301-0000-000	490.84
Total :						930.37
153101	12/10/2015	025906 HOME DEPOT	6014554	015509	ELEC- HARDWARE SUPPLIES 520-8000-8009-2225-0548-000	259.50
Total :						259.50
153102	12/10/2015	037590 HONDA YAMAHA OF REDLANDS	62174	015988	AUTOMOTIVE REPAIRS 608-6150-8700-2210-6071-000	572.26
			62878	015988	AUTOMOTIVE REPAIRS 608-6150-8700-2210-6071-000	245.96
			63311	015988	AUTOMOTIVE REPAIRS 608-6150-8700-2210-6071-000	478.64
			65205	015988	AUTOMOTIVE REPAIRS 608-6150-8700-2210-6071-000	884.45
Total :						2,181.31
153103	12/10/2015	037218 HOSE MAN	6176772-0001-06	054185	W- HOSE REPAIRS 521-8100-8101-2301-0000-000	114.40
Total :						114.40
153104	12/10/2015	000164 HUB CONST SPECIALTIES, INC	A08012755	054187	W- MAINTENANCE MATERIALS 521-8100-8101-2301-0000-000 521-8100-8101-2301-0000-000	28.80 2.38
Total :						31.18
153105	12/10/2015	016765 HYDRO SCAPE	9390776-00	054188	W- LANDSCAPING SUPPLIES 521-8100-8110-3890-0000-000 521-8100-8110-3890-0000-000	56.30 4.65
Total :						60.95
153106	12/10/2015	019129 IE ALARM SYSTEMS	91070	015715	BM- FIRE ALARM SYSTEM SERVICE 605-6150-6211-2250-8101-000	60.00
Total :						60.00
153107	12/10/2015	093769 INDUSTRIAL RUBBER & SUPPLY LLC	27076	015704	WWW- HARDWARE SUPPLIES 522-8200-8200-2255-0000-000	485.46

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153107	12/10/2015	093769	093769 INDUSTRIAL RUBBER & SUPPLY LLC	(Continued)		Total : 485.46
153108	12/10/2015	093565	INLAND BODY & PAINT CENTER	100120	AUTO- VEHICLE REPAIRS	
				015985	608-6150-8700-2210-6071-000	791.00
					608-6150-8700-2210-6071-000	13.04
					Total :	804.04
153109	12/10/2015	000276	INLAND WATER WORKS SUPPLY	278497	W- PIPING SUPPLIES	
				054189	521-8100-8101-4940-0000-000	108.25
			278547	054189	W- PIPING SUPPLIES	
			278548	054189	521-8100-8101-2301-0000-000	276.04
			278681	054189	W- PIPING SUPPLIES	
			278910	054189	522-8200-8200-2255-0000-000	580.22
			279059	054189	W- PIPING SUPPLIES	
			279123	054189	521-8100-8101-2301-0000-000	433.01
			279124	054189	W- PIPING SUPPLIES	
				054189	522-8200-8200-2255-0000-000	1,031.63
				054189	W- PIPING SUPPLIES	
				054189	522-8200-8200-2255-0000-000	1,319.08
					Total :	4,437.51
153110	12/10/2015	001201	INNER-TITE	119895	ELEC- METER LOCK RINGS AND ADAPTERS	
				015912	520-8000-8024-2301-0921-000	17,540.00
					520-8000-8024-2301-0921-000	1,403.20
					Total :	18,943.20
153111	12/10/2015	000392	JOHNSON MACHINERY & TRACTOR CO	PC001357502	AUTOMOTIVE REPAIRS	
				016016	608-6150-8700-2210-6160-000	78.65
					608-6150-8700-2210-6160-000	6.29
					Total :	84.94
153112	12/10/2015	003770	JONES CHEMICALS, INC	672966	W- CHEMICAL SUPPLIES	
				054192	521-8100-8101-2308-0000-000	4,634.28

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153112	12/10/2015	003770	003770 JONES CHEMICALS, INC		(Continued)	Total : 4,634.28
153113	12/10/2015	092166	K H METALS AND SUPPLY	032493-IN	W- HARDWARE SUPPLIES	87.24
				054193	521-8100-8101-2301-0000-000	
				0326192-IN	W- HARDWARE SUPPLIES	92.85
				054193	521-8100-8101-2301-0000-000	
					Total :	180.09
153114	12/10/2015	092166	K H METALS AND SUPPLY	0328811-IN	ELEC- VARIOUS REPAIR PARTS	44.69
				015477	520-8000-8009-2225-0548-000	
					Total :	44.69
153115	12/10/2015	034110	KAMAN INDUSTRIAL TECHNOLOGIES	V876056	WW- HARDWARE PARTS	224.81
				015705	522-8200-8200-2301-0000-000	
					Total :	224.81
153116	12/10/2015	004747	KINCO WEED ABATEMENT	19246	FIRE- WEED ABATEMENT	2,457.48
				015982	100-6090-6093-2350-0000-000	
				19285	FIRE- WEED ABATEMENT	451.25
				015982	100-6090-6093-2350-0000-000	
				19286	FIRE- WEED ABATEMENT	1,415.00
				015982	100-6090-6093-2350-0000-000	
				19287	FIRE- WEED ABATEMENT	2,134.75
				015982	100-6090-6093-2350-0000-000	
				19288	FIRE- WEED ABATEMENT	1,181.70
				015982	100-6090-6093-2350-0000-000	
				19290	FIRE- WEED ABATEMENT	440.00
				015982	100-6090-6093-2350-0000-000	
				19291	FIRE- WEED ABATEMENT	477.50
				015982	100-6090-6093-2350-0000-000	
				19292	FIRE- WEED ABATEMENT	1,483.45
				015982	100-6090-6093-2350-0000-000	
					Total :	10,041.13
153117	12/10/2015	093106	KONECRANES INC.	SBD01056798	WW- REPAIR PARTS	400.00
				015706	522-8200-8200-2255-0000-000	
					Total :	400.00

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153118	12/10/2015	042327 LIFE ASSIST	732135		FIRE- MEDICAL SUPPLIES	
				015435	100-6090-6091-2301-0000-000	1,028.62
			732287		FIRE- MEDICAL SUPPLIES	
				015435	100-6090-6091-2301-0000-000	117.69
					Total :	1,146.31
153119	12/10/2015	060119 LOPEZ, GINA	2007274.015		REFUND YBB FEE	
					100-6750-000	48.00
					Total :	48.00
153120	12/10/2015	092449 MANNING & KASS, ELLROD,RAMIREZ,TRESTI	405987-2		RISK- PERSONNEL INVESTIGATION	
					607-6040-8601-2290-0000-000	3,422.43
					Total :	3,422.43
153121	12/10/2015	093959 MARKLEY TECHNOLOGIES	6793		I.S.- VMWARE INTERGRATION	
				015366	606-6040-6044-4900-0000-000	8,000.00
					Total :	8,000.00
153122	12/10/2015	093033 MAYON, LLC	11/30-12/10/15		FIN- PROF ACCOUNTING SERVICE	
					100-6040-6041-2350-0000-000	2,625.00
					Total :	2,625.00
153123	12/10/2015	092953 MCAVOY & MARKHAM ENGINEERING &	394128		ELEC- ELECTRIC METERS	
				015891	520-8000-8024-3890-0107-000	7,625.65
					Total :	7,625.65
153124	12/10/2015	041081 MISSION LINEN SUPPLY & UNIFORM	501268724		BM- UNIFORM RENTAL SERVICE	
				015581	605-6150-6211-1170-0000-000	91.60
			501269997		BM- UNIFORM RENTAL SERVICE	
				015582	605-6150-6211-2250-6211-000	26.07
			501315790		BM- UNIFORM RENTAL SERVICE	
				015582	605-6150-6211-2250-6211-000	26.07
			501325343		AUTO- UNIFORM RENTAL SERVICE	
				015580	608-6150-8700-1170-0000-000	27.80
				015580	608-6150-8700-2301-0000-000	14.97
			501325344		BM- UNIFORM RENTALS	
				015581	605-6150-6211-1170-0000-000	13.01

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153124	12/10/2015	041081 MISSION LINEN SUPPLY & UNIFORM	(Continued) 501361705		BM- UNIFORM RENTAL SERVICE 605-6150-6211-2250-6211-000	26.07
			501371094	015582	AUTO- UNIFORM RENTAL SERVICE	
				015580	608-6150-8700-1170-0000-000	27.80
				015580	608-6150-8700-2301-0000-000	14.97
			501371095		BM- UNIFORM RENTAL SERVICE 605-6150-6211-1170-0000-000	13.01
					Total :	281.37
153125	12/10/2015	041081 MISSION LINEN SUPPLY & UNIFORM	501234621		PURCH- UNIFORM RENTAL SERVICES 100-6040-6043-1170-0000-000	26.28
			501269995	054197	BM- MAT RENTAL SERVICES	
				054197	605-6150-6211-2250-6211-000	39.71
			501279614		PURCH- UNIFORM RENTAL SERVICES 100-6040-6043-1170-0000-000	26.28
			501325342	054197	PURCH- UNIFORM RENTAL SERVICES 100-6040-6043-1170-0000-000	26.28
			501361703	054197	BM- UNIFORM RENTAL SERVICES 605-6150-6211-2250-6211-000	39.71
			501371093	054197	PURCH- UNIFORM RENTAL SERVICES 100-6040-6043-1170-0000-000	26.28
					Total :	184.54
153126	12/10/2015	093409 MITY LITE	00015598		COMM SVCS- TABLES 100-6200-6201-2301-0000-000	1,761.76
				015910	100-6200-6201-2301-0000-000	132.13
					Total :	1,893.89
153127	12/10/2015	058211 MORGAN, ARTHUR	11/30-12/01 15		ECON DEV- REIMBURSE LODGING/MIL 100-6300-9050-2280-0000-000	289.79
					Total :	289.79
153128	12/10/2015	049002 NAEIR	H620932		SUPPLIES FOR COMM SVCS 100-6200-6214-2301-0000-000	14.00
					100-6200-6213-2301-0000-000	12.50
					100-6200-6215-2301-0000-000	34.00

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153128	12/10/2015	049002 NAEIR	(Continued)		100-6200-6212-2301-0000-000	26.25
					100-6200-6214-2301-0000-000	1.12
					100-6200-6213-2301-0000-000	1.00
					100-6200-6215-2301-0000-000	2.72
					100-6200-6212-2301-0000-000	2.10
					762-2210-000	-6.94
			H621978		C. CARE- SUPPLIES	
					206-7200-7202-2300-0000-000	78.30
					762-2210-000	-5.80
			H622029		C.CARE- SUPPLIES	
					206-7200-7202-2300-0000-000	44.00
					100-6200-6209-2301-0000-000	13.50
					206-7200-7202-2300-0000-000	3.52
					100-6200-6209-2301-0000-000	1.08
					762-2210-000	-4.60
					Total :	216.75
153129	12/10/2015	060121 NAVARRO, JR, RALPH A.	001		PERFORMANCE XMAS IN PARK	
					100-6200-6214-2350-0000-000	500.00
					Total :	500.00
153130	12/10/2015	093220 NESTLE WATERS NORTH AMERICA	15K0021202460		FIRE- BOTTLE WATER SERVICES	
				054155	100-6090-6091-2301-0000-000	209.48
					Total :	209.48
153131	12/10/2015	093924 NINA MEZA GERMAN	NOV 15		COMM SVCS- CONTRACT INSTRUCTOI	
				015730	100-6200-6202-2350-0000-000	167.30
					Total :	167.30
153132	12/10/2015	045033 OFFICE DEPOT	804126898001		ELEC- OFFICE SUPPLIES	
				054199	520-8000-8005-2341-0930-200	8.11
			805963237001		COUNCIL- OFFICE SUPPLIES	
				054199	100-6000-6000-2300-0000-000	28.23
			805963525001		COUNCIL- OFFICE SUPPLIES	
				054199	100-6000-6000-2300-0000-000	179.76
			807445133001		COMM SVCS- OFFICE SUPPLIES	

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153132	12/10/2015	045033 OFFICE DEPOT	(Continued)			
			807519924001	054199	100-6200-6217-2301-0000-000 FIRE- OFFICE SUPPLIES	94.61
			807520185001	054199	100-6090-6091-2300-0000-000 FIRE- OFFICE SUPPLIES	65.87
			807520186001	054199	100-6090-6091-2300-0000-000 FIRE- OFFICE SUPPLIES	94.77
			807967332001	054199	100-6090-6091-2300-0000-000 LIB- OFFICE SUPPLIES	35.63
			807967379001	054199	100-6200-6250-2302-0000-000 LIB- OFFICE SUPPLIES	156.50
			808812798001	054199	100-6200-6250-2302-0000-000 COMM SVCS- OFFICE SUPPLIES	26.77
				054199	100-6200-6212-2301-0000-000	60.87
				054199	100-6200-6217-2301-0000-000	21.58
					Total :	772.70
153133	12/10/2015	060116 ORNELAS, KEVIN	1067719.015		REFUND CLEANING DEPOSIT 100-6747-000	59.00
					Total :	59.00
153134	12/10/2015	060118 ORTIZ, MIRNA	1067725.015		REFUND CLEANING DEPOSIT 100-6747-000	100.00
					Total :	100.00
153135	12/10/2015	093839 P & P UNIFORMS	042158/4		PD- UNIFORM (E. WICKMAN)	
			369077	054200	100-6070-6071-1170-0000-000 PD- UNIFORM CHARGE	82.08
			401495/4	054200	100-6070-6071-1170-0000-000 PD- UNIFORM (J. HIXON)	1.25
			401632/4	054200	100-6070-6071-1170-0000-000 PD- UNIFORM (J. JOLLIFF)	83.15
			401769/4	054200	100-6070-6071-1170-0000-000 PD- UNIFORM (B. ACEVEDO)	201.92
			402034/4	054200	100-6070-6071-1170-0000-000 PD- UNIFORM (K. GEORGE)	225.16
				054200	100-6070-6071-1170-0000-000	183.56

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153135	12/10/2015	093839 P & P UNIFORMS	(Continued) 402171/4		PD- UNIFORM (A. KOAHOU) 100-6070-6071-1170-0000-000	253.56
			875434	054200	PD- UNIFORM CHARGE 100-6070-6071-1170-0000-000	7.65
					Total :	1,038.33
153136	12/10/2015	060124 PAR ELECTRICAL CONTRACTORS,INC	SC0-000-464 - 535		REFUND MULTIPLE- ST. CUT PERMITS 762-2360-000	3,750.00
					Total :	3,750.00
153137	12/10/2015	015285 PATRIOT TOWING	7449		AUTO- TOWING SERVICES 608-6150-8700-2210-6205-000	75.00
			7450	016017	AUTO- TOWING SERVICES 608-6150-8700-2210-6205-000	75.00
			7718	016017	AUTO- TOWING SERVICES 608-6150-8700-2210-6205-000	75.00
					Total :	225.00
153138	12/10/2015	060117 PEDROZA, SANDRA	1066472.015		REFUND CLEANING DEPOSIT 100-6747-000	50.00
					Total :	50.00
153139	12/10/2015	093995 PLACEWORKS, INC.	56817		DEV SVCS- ENVIRO SERVICES 762-2337-000	7,203.50
			57048	054230	DEV SVCS- ENVIRO SERVICES 762-2337-000	16,242.25
			57296	054230	DEV SVCS- ENVIRO SERVICES 762-2337-000	21,021.04
			57551	054230	DEV SVCS- ENVIRO SERVICES 762-2337-000	12,375.94
					Total :	56,842.73
153140	12/10/2015	092540 PRAXAIR DISTRIBUTION	54213194		ELEC- VARIOUS GASES 520-8000-8009-2225-0548-000	49.69
			54219785	015523	ELEC- VARIOUS GASES 520-8000-8009-2225-0548-000	1,242.81

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153140	12/10/2015	092540 PRAXAIR DISTRIBUTION	(Continued) 54259789	015523	ELEC- VARIOUS GASES 520-8000-8009-2225-0548-000	609.91
			54293325	015523	ELEC- VARIOUS GASES- 520-8000-8009-2225-0548-000	414.61
					Total :	2,317.02
153141	12/10/2015	093060 PROTECTION ONE ALARM MONITORIN	60390036-11/15&12/15	015449	BM- MAINT. AGREEMENT-CITY HALL 605-6150-6211-2250-6211-000	278.20
					Total :	278.20
153142	12/10/2015	034968 PUMP CHECK	6105	015905	W- PUMP CHECK TESTS 521-8100-8101-2350-0000-000	695.00
					Total :	695.00
153143	12/10/2015	016168 RAINBOW BOLT & SUPPLY	N271580-IN	015596	ELEC- HARDWARE SUPPLIES 520-8000-8003-2301-0921-000	17.16
			N271914-IN	015496	ELEC- HARDWARE SUPPLIES 520-8000-8009-2225-0548-000	13.66
					Total :	30.82
153144	12/10/2015	093965 RAM CONSTRUCTION & INSPECTIONS	#2 MCKINLEY	016015	PARKS- RESTROOM INSPECTION PRJ 100-6150-6151-2350-0000-000	780.00
					Total :	780.00
153145	12/10/2015	027892 RDO EQUIPMENT COMPANY	W31468	015876	AUTO- REPAIRS TO DUMPTRUCK 608-6150-8700-2210-8200-000	16,299.69
					Total :	16,299.69
153146	12/10/2015	027892 RDO EQUIPMENT COMPANY	P15862	054203	W- AUTO PARTS 521-8100-8101-2301-0000-000	24.79
					Total :	24.79
153147	12/10/2015	093592 REYES, PAUL	NOV 15	015726	COMM SVCS- CONTRACT INSTRUCTOI 100-6200-6202-2350-0000-000	109.20
					Total :	109.20
153148	12/10/2015	038549 RODRIGUEZ, PATRICIA	NOV 15		COMM SVCS- CONTRACT INSTRUCTOI	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
153148	12/10/2015	038549 RODRIGUEZ, PATRICIA	(Continued)				
				015727	100-6200-6202-2350-0000-000	1,409.60	
						Total :	1,409.60
153149	12/10/2015	031287 ROTOLO CHEVROLET	CTCS404748		AUTO- VEHICLE REPAIRS		
				016019	608-6150-8700-2210-6071-000	413.16	
					608-6150-8700-2210-6071-000	9.29	
						Total :	422.45
153150	12/10/2015	016258 ROYAL WHOLESALE ELECTRIC	6441-484409		WW- ELECTRICAL SUPPLIES		
				015702	522-8200-8200-2255-0000-000	42.06	
						Total :	42.06
153151	12/10/2015	093926 RRM DESIGN GROUP	0017-01-1015		DEV SVCS- DOWNTOWN DEV. CODE		
				015047	225-6300-6305-2350-0000-000	15,037.03	
						Total :	15,037.03
153152	12/10/2015	092322 SAM'S CLUB DIRECT	CHARGES 11/15		SUPPLIES (VARIOUS DEPT'S)		
				054207	100-6200-6215-2301-0000-000	1,910.21	
				054207	100-6200-6212-2301-0000-000	349.58	
				054207	100-6200-6214-2301-0000-000	372.38	
				054207	100-6200-6213-2301-0000-000	143.36	
				054207	762-2318-000	600.52	
						Total :	3,376.05
153153	12/10/2015	092322 SAM'S CLUB DIRECT	CHARGES 11/15-2		WAREHOUSE SUPPLIES		
				015979	100-1500-000	316.98	
					100-1500-000	39.15	
					520-1500-154	3.98	
				015979	520-1500-154	43.02	
				015979	100-1500-000	156.19	
						Total :	559.32
153154	12/10/2015	060122 SEGURA, MELQUIADES	1068825.015		REFUND RENTAL FEE		
					100-6747-000	25.00	
						Total :	25.00
153155	12/10/2015	009994 SHELL ENERGY NORTH AMERICA	01.2015 RERUN T9M		ELEC- FIRM POWER, TRANMISSION		

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153155	12/10/2015	009994 SHELL ENERGY NORTH AMERICA	(Continued)		520-8000-8006-2330-0555-600	1,848.87
					520-8000-8006-2330-0555-800	1,612.20
					Total :	3,461.07
153156	12/10/2015	093099 SKAPIK LAW GROUP	CLT-003M-39		W- LEGAL SERVICES- GROUNDWATER	4,803.90
			CLT-006M-15		521-8100-8101-2350-0000-000	5,478.35
					C. ATTORNEY- LEGAL SERVICES	
					100-6050-6050-2350-0000-000	5,478.35
					Total :	10,282.25
153157	12/10/2015	093734 SMART LEVELS MEDIA MAILING & P	242314		COMM SVCS- MARKETING MATERIALS	
				015556	100-6200-6214-2354-0000-000	13.91
				015556	100-6200-6204-2354-0000-000	1,129.83
			248622		COMM SVCS- MARKETING MATERIALS	
				015556	100-6200-6212-2354-0000-000	39.77
			249360		COMM SVCS- MARKETING MATERIALS	
				015556	100-6200-6214-2354-0000-000	107.53
			249723		COMM SVCS- MARKETING MATERIALS	
				015556	100-6200-6214-2354-0000-000	136.75
			249726		COMM SVCS- MARKETING MATERIALS	
				015556	100-6200-6215-2354-0000-000	120.23
					Total :	1,548.02
153158	12/10/2015	092670 SO CAL LOCKSMITH	30399		ELEC- LOCK PARTS AND SERVICES	
				054209	520-8000-8003-2301-0921-000	72.09
			31590		ELEC- LOCK PARTS AND SERVICES	
				054209	520-8000-8003-2301-0921-000	73.71
					Total :	145.80
153159	12/10/2015	000228 SOUTHERN CALIFORNIA EDISON	2-01-522-0296-1015		W- ELECTRIC SERVICE	
				054210	521-8100-8101-2320-0000-000	967.97
					Total :	967.97
153160	12/10/2015	003763 SOUTHERN CALIFORNIA EDISON	7500602085		ELEC- DISTRIBUTION ACCESS TARIFF	
					520-8000-8006-2330-0555-700	22,353.36
					Total :	22,353.36

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153161	12/10/2015	000234 SQUIRES LUMBER COMPANY	305304		BM- MAINTENANCE MATERIAL	
				054212	605-6150-6211-2250-6091-000	24.26
			305512		ELEC- MAINTENANCE MATERIAL	
				054212	520-8000-8003-2255-0592-100	8.09
			305535		BM- MAINTENANCE MATERIAL	
				054212	605-6150-6211-2250-6091-000	5.15
			305548		BM- MAINTENANCE MATERIAL	
				054212	605-6150-6211-2250-6091-000	4.05
			305645		COMM SVCS- MAINTENANCE MATERIA	
				054212	100-6200-6214-2301-0000-000	37.32
					Total :	78.87
153162	12/10/2015	001515 STATE WATER RESOURCES CONTROL	WD-0109597		WW- WASTE DISCHARGE FEE	
					522-8200-8200-2241-0000-000	12,037.00
			WD-0114273		WASTE DISCHARGE FEE	
					522-8200-8200-2241-0000-000	2,088.00
					Total :	14,125.00
153163	12/10/2015	001515 STATE WATER RESOURCES CONTROL	LW-1002007		W- LARGE WATER SYSTEM FEES	
					521-8100-8101-2241-0000-000	3,955.16
					Total :	3,955.16
153164	12/10/2015	092338 STEWART, HOPE	NOV 15		MIXCOACALLI FOLKLORICO INSTRUCI	
				015731	100-6200-6202-2350-0000-000	244.30
					Total :	244.30
153165	12/10/2015	046381 SUNSHINE GROWERS	100677		W- LAWN & GARDEN SUPPLIES	
				015859	521-8100-8110-3890-0000-000	370.21
					Total :	370.21
153166	12/10/2015	092896 SWANK MOTION PICTURES INC.	2115311		COMM SVCS- DVD RENTAL	
				015409	100-6200-6202-2241-0000-000	325.00
					Total :	325.00
153167	12/10/2015	058823 TASC	IN672479		HR- RENEWAL/ADMIN FEES	
					100-6030-6030-2380-0000-000	1,363.84
					Total :	1,363.84

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153168	12/10/2015	093077 TECHNIQUE DATA SYSTEMS	044203	016026	C/S- ANNUAL MAINTENANCE 100-6040-6042-2240-0000-000	550.00 Total : 550.00
153169	12/10/2015	045898 TEK TIME SYSTEMS, LLC	2049824		FIN- REPAIR DOCUMENT STAMPER 100-6040-6041-2240-0000-000	116.30 Total : 116.30
153170	12/10/2015	045823 THOMPSON COBURN LLP	OCT 15	015759	ELEC- LEGAL SERVICES - FERC 520-8000-8001-2350-0923-000	4,935.68 Total : 4,935.68
153171	12/10/2015	060120 TOMBRELLO, PAUL	15-011		CLAIM SETTLEMENT 607-6040-8601-2290-0000-000	1,202.71 Total : 1,202.71
153172	12/10/2015	093930 TOOLS-R-US, INC.	465725	016000	ELEC- TOOLS & ADAPTERS 520-8000-8004-2301-0921-000	97.08 Total : 97.08
153173	12/10/2015	093955 TRAFFIC MANAGEMENT, INC.	252058	015668	ELEC- SAFETY EQUIPMENT 520-8000-8004-1180-0926-000	24.35 Total : 24.35
153174	12/10/2015	021816 TRI COUNTY PUMP CO	00015128	015861	W- ABANDONEMENT OF WELL 29 PRO. 521-8100-8101-3890-0000-000	20,419.00 Total : 20,419.00
153175	12/10/2015	093976 TYRON D. TALBERT	NOV 15	015767	COMM SVCS- CONTRACT INSTRUCTOI 100-6200-6202-2350-0000-000	31.50 Total : 31.50
153176	12/10/2015	060123 VASQUEZ, PASCUL	1066309.015		REFUND CLEANING DEPOSIT 100-6747-000	100.00 Total : 100.00
153177	12/10/2015	036062 VERIZON CALIFORNIA	8842700-0915	015971	C. CARE- TELEPHONE SERVICE 206-7200-7203-2310-0000-000	175.69

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153177	12/10/2015	036062 VERIZON CALIFORNIA	(Continued) 8842700-1015		C.CARE- TELEPHONE SERVICE 206-7200-7203-2310-0000-000	85.21
				015971		Total : 260.90
153178	12/10/2015	092286 VERIZON WIRELESS	9755622736		ELEC- CELLULAR SERVICES 520-8000-8024-2310-0930-200	646.62
				015598		Total : 646.62
153179	12/10/2015	093406 VERIZON WIRELESS	9755486886		I.S.- CELLULAR SERVICES 606-6040-6044-2310-0000-000	38.01
			9755808651	054219	ELEC- CELLULAR SERVICES 520-8000-8001-2310-0930-200	537.41
			9755808655	054219	ELEC- CELLULAR SERVICES 520-8000-8001-2310-0930-200	239.75
			9755808656	054219	ELEC- CELLULAR SERVICES 520-8000-8001-2310-0930-200	383.01
			9755808657	054219	ELEC- CELLULAR SERVICES 520-8000-8009-2225-0548-000	431.62
			9755808658	054219	COMM SVCS- CELLULAR SERVICES 100-6200-6202-2310-0000-000	188.95
				054219	100-6200-6250-2310-0000-000	100.97
			9755808660	054219	PURCH- CELLULAR SERVICE 100-6040-6043-2310-0000-000	11.45
			9755808665	054219	I.S.- CELLULAR SERVICES 606-6040-6044-2310-0000-000	316.82
			9755808666	054219	FIRE- CELLULAR SERVICES 100-6090-6091-2310-0000-000	142.97
			9755808671	054219	CM- CELLULAR SERVICES 100-6020-6020-2310-0000-000	26.74
					Total : 2,417.70	
153180	12/10/2015	043535 VFTS DISTRIBUTORS	10012328		AUTO- HARDWARE SUPPLIES 608-6150-8700-2301-0000-000	429.01
			10012342	015584	AUTO- HARDWARE SUPPLIES 608-6150-8700-2301-0000-000	357.22
				015584		

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153180	12/10/2015	043535 043535 VFTS DISTRIBUTORS	(Continued)			Total : 786.23
153181	12/10/2015	093071 VOYAGER FLEET SYSTEMS INC.	869246439543	054220	PD- FUEL FOR CITY VEHICLE 100-6070-6071-2210-0000-000	378.58
			869246439548	054220	PD- FUEL FOR CITY VEHICLE 100-6070-6071-2210-0000-000	179.31
					Total :	557.89
153182	12/10/2015	033501 VULCAN MATERIALS COMPANY	70945014	015754	W- ASPHALT MATERIAL 521-8100-8101-2301-0000-000	500.73
					Total :	500.73
153183	12/10/2015	034149 VWR SCIENTIFIC PRODUCTS CO	8042915217	015694	WW- LAB SUPPLIES 522-8200-8200-2255-0000-000	265.38
					Total :	265.38
153184	12/10/2015	000159 W W GRAINGER, INC	9883561376	015464	ELEC- INDUSTRIAL SUPPLIES 520-8000-8009-2225-0548-000	101.21
			9884661225	015464	ELEC- INDUSTRIAL SUPPLIES 520-8000-8009-2225-0548-000	10.74
					Total :	111.95
153185	12/10/2015	092064 WALTER'S WHOLESALE ELECTRIC	1433371-01	054222	ELEC- ELECTRICAL SUPPLIES 520-8000-8003-2255-0592-100	495.86
					Total :	495.86
153186	12/10/2015	002306 WILLDAN ENGINEERING	002-16027	054227	DEV SVC- BUILDING INSPECTIONS 762-2335-000	1,710.00
					Total :	1,710.00
153187	12/10/2015	003646 WILLDAN FINANCIAL SERVICES	010-28406	016007	LLMD- LANDSCAPE & LIGHTING PRJ 702-6150-6210-2350-0000-000	1,813.91
				016007	701-6150-6220-2350-0000-000	808.09
			010-28407	016007	STORM W- LANDSCAPE & LIGHTING M 722-6150-8215-2350-0000-000	3,620.34
					Total :	6,242.34
153188	12/10/2015	043159 WYATT'S PAINT AND BODY	16344		AUTO- REPAIRS TO PD UNIT	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153188	12/10/2015	043159 WYATT'S PAINT AND BODY	(Continued)			
				015984	608-6150-8700-2210-6071-000	2,944.85
					Total :	2,944.85
5166000	11/25/2015	009994 SHELL ENERGY NORTH AMERICA	12.2014 RERUN T9M		ELEC- FIRM POWER, TRANSMISSION 520-8000-8006-2330-0555-600	1,738.50
					520-8000-8006-2330-0555-800	508.53
					Total :	2,247.03
5167000	11/25/2015	009994 SHELL ENERGY NORTH AMERICA	10.2012 T+35		ELEC- FIRM POWER, TRANSMISSION 520-8000-8006-2330-0555-600	7.34
					520-8000-8006-2330-0555-800	2,375.07
					Total :	2,382.41
5168000	11/25/2015	009994 SHELL ENERGY NORTH AMERICA	03.2014 RERUN T18M		ELEC- FIRM POWER, TRANSMISSION 520-8000-8006-2330-0555-600	2,261.32
					520-8000-8006-2330-0555-800	1.81
					Total :	2,263.13
6153200	12/2/2015	003111 SO CALIF PUBLIC POWER AUTH	MAG F 1015		ELEC- POWER COSTS- MAGNOLIA PO 520-8000-8006-2330-0555-400	25,229.00
					Total :	25,229.00
6237600	12/2/2015	042999 SO CALIF PUBLIC POWER AUTH, U S BANK A NGRP 1115- BARNETT			MONTHLY COSTS & GAS SALES 520-8000-8006-2330-0555-400	90,938.00
					Total :	90,938.00
9182500	12/3/2015	059170 TENASKA POWER SERVICES CO.	1348-JUL-15-01		ELEC- RENEWABLE ENERGY 520-8000-8006-2330-0555-000	42,556.25
					Total :	42,556.25
11192015	11/19/2015	003833 SO CALIF PUBLIC POWER AUTH, %US BANK , MA 1115			ELEC- TRANSMISSION COSTS 520-8000-8006-2330-0555-700	53,211.00
					Total :	53,211.00
11280751	11/24/2015	048436 COLTON PUBLIC UTILITIES	11280751		ELECTRIC TOU BILLS- WELLS & BOOS 521-8100-8101-2320-0000-000	68,151.10

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11280751	11/24/2015	048436	048436 COLTON PUBLIC UTILITIES		(Continued)	Total : 68,151.10
11292298	11/24/2015	048436	COLTON PUBLIC UTILITIES	11292298	WW- ELECTRIC TOU BILL FOR WWTP 522-8200-8200-2320-0000-000	144,090.03 Total : 144,090.03
24420600	11/25/2015	003753	SO CALIF PUBLIC POWER AUTH, BNY WESTE	PV1115	ELEC- POWER COSTS- PALO VERDE 520-8000-8006-2330-0555-200 520-8000-8001-2350-0923-000 520-8000-8005-2350-0923-000 520-8000-8022-2350-0923-000 526-8000-8035-2041-0930-020 526-8000-8038-2350-0923-000	72,594.00 1,114.12 9,481.83 1,403.93 3,676.56 10,126.56 Total : 98,397.00
300264754	12/3/2015	093712	SIEMENS INDUSTRY INC.	5620000479 5620003109	ST- TRAFFIC SIGNAL MAINTENANCE 210-6150-6160-2460-0000-000 ST- TRAFFIC SIGNAL MAINTENANCE 210-6150-6160-2460-0000-000	2,150.00 4,118.05 Total : 6,268.05
300266614	12/3/2015	093815	JACOBS ENGINEERING GROUP INC.	W9Y13100-12 W9Y13100-13 W9Y13100-14 W9Y13100-15	CIP- ENG SVCS- LA CADENA BRIDGE F 450-1306-6986-3890-0000-000 CIP- ENG SVCS- LA CADENA BRIDGE F 450-1306-6986-3890-0000-000 CIP- ENG SVCS- LA CADENA BRIDGE F 450-1306-6986-3890-0000-000 CIP- ENG SVCS- LA CADENA BRIDGE F 450-1306-6986-3890-0000-000	12,923.90 136,070.35 118,959.30 79,192.12 Total : 347,145.67
300422034	11/30/2015	058819	CALIFORNIA INDEPENDENT	2015112431-31250203	ELECTRIC TRANSMISSION SERVICE 520-8000-8006-2330-0555-710 520-7907-000	29.70 -13.89 Total : 15.81
158 Vouchers for bank code : boa						Bank total : 1,973,124.04

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
158		Vouchers in this report				
Total vouchers :						1,973,124.04



Anita Agramonte
Finance Director



Aurelio De La Torre
City Treasurer

vchlist
12/17/2015 3:15:11PM

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153189	12/17/2015	092955 12MILESOUT	21519	015653	I.S.- VIDEO STREAMING SERVICES 606-6040-6044-2240-0000-000	600.00 Total : 600.00
153190	12/17/2015	000788 AT & T	2654068322	015670	ELEC- FRAME CIRCUIT CHARGES 520-8000-8009-2225-0548-000	445.44 Total : 445.44
153191	12/17/2015	093757 ACCOUNTEMPS	44287420 44335630	015962 015962	W- TEMP EMPLOYEE- W. CONSERVATION 521-8300-8300-2350-0000-000 W- TEMP EMPLOYEE- W. CONSERVATION 521-8300-8300-2350-0000-000	1,175.20 1,175.20 Total : 2,350.40
153192	12/17/2015	060144 ADAUTO, MARIA	REBATE- TURF		WATER CONSERVATION REBATE 521-8100-8110-2041-0000-000	800.00 Total : 800.00
153193	12/17/2015	000289 AIRGAS USA, LLC	9931306098	015713	WW- OXYGEN & WELDING SUPPLIES 522-8200-8200-2255-0000-000	91.23 Total : 91.23
153194	12/17/2015	092310 ALPHA OMEGA RESPIRATOR FIT TES	201511-1388	015644	FIRE- ANNUAL FIT TESTS 100-6090-6091-2350-0000-000	1,550.00 Total : 1,550.00
153195	12/17/2015	cbc#9264 ALTMAN'S COLTON PROPERTIES	01980360		C/S- BILLING REFUND 521-2450-000	1,832.72 Total : 1,832.72
153196	12/17/2015	001139 ANIMAL EMERGENCY CLINIC	NOV 15	015561	PD- EMERGENCY VETERINARIAN SVCS 100-6070-6071-2350-0000-000	840.00 Total : 840.00
153197	12/17/2015	059214 ARAKAKI, MARIE	REBATE-WASHER		WATER CONSERVATION REBATE 521-8100-8110-2041-0000-000	75.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153197	12/17/2015	059214	059214 ARAKAKI, MARIE		(Continued)	Total : 75.00
153198	12/17/2015	046028	AT & T			
			0001454-1215		I.S.- TELEPHONE SERVICES	
			2532447-1115	054153	606-6040-6044-2310-0000-000	1,092.91
			2545539-1115	054153	PD- TELEPHONE SERVICES	
			2545540-1115	054153	100-6070-6071-2310-0000-000	553.58
			3701325-1215	054153	PD- TELEPHONE SERVICES	
			4300031-1215	054153	100-6070-6071-2310-0000-000	48.79
			4302850-1215	054153	PD- TELEPHONE SERVICES	
			7837506-1115	054153	100-6070-6071-2310-0000-000	48.79
			7838104-1215	054153	I.S.- TELEPHONE SERVICES	
			8243147-1115	054153	606-6040-6044-2310-0000-000	16.63
			8249576-1115	054153	I.S.- TELEPHONE SERVICES	
			8252211-1115	054153	606-6040-6044-2310-0000-000	1,297.53
			8720162-1115	054153	I.S.- TELEPHONE SERVICES	
				054153	606-6040-6044-2310-0000-000	486.02
				054153	PD- TELEPHONE SERVICES	
				054153	100-6070-6071-2310-0000-000	16.63
				054153	I.S.- TELEPHONE SERVICES	
				054153	606-6040-6044-2310-0000-000	110.51
				054153	FIRE- TELEPHONE SERVICES	
				054153	100-6090-6094-2310-0000-000	267.88
				054153	COMM SVCS- TELEPHONE SERVICES	
				054153	100-6200-6250-2310-0000-000	18.51
				054153	PD- TELEPHONE SERVICES	
				054153	100-6070-6071-2310-0000-000	25.65
				054153	I.S.- TELEPHONE SERVICES	
				054153	606-6040-6044-2310-0000-000	18.51
					Total :	4,001.94
153199	12/17/2015	093746	AT & T			
			287254304436X1127215		ELEC- PHONE SURVEILLANCE CAMER	
				015458	520-8000-8004-2301-0921-000	28.98
					Total :	28.98
153200	12/17/2015	000205	AT&T			
			8410909-1115		VW- TELEPHONE SERVICES	
				054152	522-8200-8200-2310-0000-000	33.28

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153200	12/17/2015	000205 000205 AT&T	(Continued)			Total : 33.28
153201	12/17/2015	060139 AVILA, RUBEN	2007342.015		COMM SVCS- YVB REFUND 100-6750-000	58.00 Total : 58.00
153202	12/17/2015	059599 BARICH & ASSOCIATES INSURANCE	1065713.015		REFUND CLEANING DEPOSIT 100-6747-000	100.00 Total : 100.00
153203	12/17/2015	093492 BATTERY SYSTEMS INC,	3356217	016024	INV- BATTERIES 100-1510-000 100-1510-000	383.32 30.66 Total : 413.98
153204	12/17/2015	001527 BEST BEST & KRIEGER	760582		W- LEGAL SERVICES 521-8100-8101-2350-0000-000	70.63
			760585		C. ATTORNEY- LEGAL SERVICES 100-6050-6050-2350-0000-000	9,144.08
			760586		LEGAL SERVICES- PERSONNEL 100-6050-6050-2350-0000-603	590.10
			760588		C. ATTORNEY- LEGAL SERVICES 100-6050-6050-2350-0000-603	5,502.67
			760589		C. ATTORNEY- LEGAL SERVICES 100-6050-6050-2350-0000-603	4,648.78
			760590		C. ATTORNEY- LEGAL SERVICES 100-6050-6050-2350-0000-000	457.89
			760591		C. ATTORNEY- LEGAL SERVICES 100-6050-6050-2350-0000-603	572.10
			760592		C. ATTORNEY- LEGAL SERVICES 100-6050-6050-2350-0000-603	7,967.70
			760594		C. ATTORNEY- LEGAL SERVICES 100-6050-6050-2350-0000-603	6,693.80
			760595		C. ATTORNEY- LEGAL SERVICES 100-6050-6050-2350-0000-000	11,005.00
			760596		ECON DEV- LEGAL SERVICES 851-9000-9000-2350-0000-000	1,080.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153204	12/17/2015	001527 BEST BEST & KRIEGER	(Continued)			
			760597		LEGAL SERVICES- CITY CLERK 100-6050-6050-2350-0000-000	119.70
			760598		C. ATTORNEY- LEGAL SERVICES 100-6050-6050-2350-0000-000	2,937.68
			760599		C. ATTORNEY- LEGAL SERVICES 100-6050-6050-2350-0000-000	216.00
			760600		C. ATTORNEY- LEGAL SERVICES 100-6050-6050-2350-0000-851	3,886.50
			760601		C. ATTORNEY- LEGAL SERVICES 100-6050-6050-2350-0000-603	732.37
			760602		C. ATTORNEY- LEGAL SERVICES 100-6050-6050-2350-0000-000	39.90
			760603		C. ATTORNEY- LEGAL SERVICES 100-6050-6050-2350-0000-000	5,810.76
			760604		C. ATTORNEY- LEGAL SERVICES 100-6050-6050-2350-0000-000	5,908.72
			760605		C. ATTORNEY- LEGAL SERVICES 100-6050-6050-2350-0000-000	1,404.30
			760606		C. ATTORNEY- LEGAL SERVICES 100-6050-6050-2350-0000-000	64.80
			760607		C. ATTORNEY- LEGAL SERVICES 100-6050-6050-2350-0000-000	64.13
			760612		C. ATTORNEY- LEGAL SERVICES 100-6050-6050-2350-0000-074	275.90
			760613		C. ATTORNEY- LEGAL SERVICES 100-6050-6050-2350-0000-074	1,166.40
			760614		C. ATTORNEY- LEGAL SERVICES 100-6050-6050-2350-0000-000	68.10
			760615		ELEC- LEGAL SERVICES 520-8000-8001-2350-0923-000	1,576.80
			760616		W- LEGAL SERVICES 521-8100-8101-2350-0000-000	172.80
			760617		W- LEGAL SERVICES 521-8100-8101-2352-0000-000	2,055.40
Total :						74,233.01

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153205	12/17/2015	033590 BIO-TOX LABORATORIES	31227		PD- LAB ANALYSIS	
				015557	100-6070-6071-2350-0000-000	859.00
Total :						859.00
153206	12/17/2015	024815 BRITHINEE ELECTRIC	SI04450		W- ELECTRICAL PARTS	
				015746	521-8100-8101-2411-0000-000	1,039.71
Total :						1,039.71
153207	12/17/2015	024815 BRITHINEE ELECTRIC	SI04374		WW- ELECTRICAL PARTS	
				054157	522-8200-8200-2255-0000-000	326.16
Total :						326.16
153208	12/17/2015	015809 CALOLYMPIC GLOVE &	345921		INV- SAFETY SUPPLIES	
				015955	100-1500-000	226.80
					100-1500-000	44.18
			345921-1		INV- SAFETY SUPPLIES	
				015955	100-1500-000	296.40
					100-1500-000	60.22
Total :						627.60
153209	12/17/2015	029695 CALPORTLAND CEMENT	92632303		W- ASPHALT MATERIAL	
				015773	521-8100-8101-2301-0000-000	120.42
			92635258		W- ASPHALT MATERIAL	
				015773	521-8100-8101-2301-0000-000	2,283.72
			92640652		W- ASPHALT MATERIAL	
				015773	521-8100-8101-2301-0000-000	123.06
			92643293		W- ASPHALT MATERIAL	
				015773	521-8100-8101-2301-0000-000	2,300.84
			92665980		W- ASPHALT MATERIAL	
				015773	521-8100-8101-2301-0000-000	2,597.47
Total :						7,425.51
153210	12/17/2015	093676 CANON SOLUTIONS AMERICAN, INC.	4017692485		COPIER MAINTENANCE (VARIOUS DEPTS)	
				015416	100-6070-6071-2240-0000-000	206.62
				015416	520-8000-8009-2225-0548-000	4.57
				015416	100-6040-6041-2240-0000-000	78.88
				015416	100-6200-6250-2240-0000-000	91.51

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153210	12/17/2015	093676 CANON SOLUTIONS AMERICAN, INC.	(Continued)			
				015416	100-6070-6071-2240-0000-000	69.43
				015416	520-8000-8003-2240-0592-100	10.96
				015416	100-6020-6020-2240-0000-000	57.26
				015416	100-6150-6151-2240-0000-000	96.35
				015416	521-8300-8300-2240-0000-000	96.34
				015416	100-6300-6301-2240-0000-000	358.17
				015416	520-8000-8001-2240-0930-200	407.66
				015416	100-6040-6043-2240-0000-000	33.20
				015416	100-6000-6000-2240-0000-000	226.60
				015416	100-6070-6071-2240-0000-000	119.29
				015416	206-7200-7202-2240-0000-000	45.25
				015416	100-6040-6043-2240-0000-000	7.22
				015416	100-6070-6071-2240-0000-000	14.17
				015416	100-6150-6151-2240-0000-000	37.25
				015416	521-8300-8300-2240-0000-000	37.25
				015416	100-6070-6071-2240-0000-000	106.11
				015416	100-6200-6250-2240-0000-000	6.08
				015416	100-6030-6030-2240-0000-000	82.79
				015416	100-6200-6200-2240-0000-000	267.25
				015416	100-6090-6091-2240-0000-000	18.45
					Total :	2,478.66
153211	12/17/2015	093662 CAROLLO ENGINEERS, INC.	0145078		WW- MASTERPLAN PER CONTRACT	
				012931	522-8200-8200-2350-0000-000	8,134.00
					Total :	8,134.00
153212	12/17/2015	092018 CB TYRES RECYCLING RESOURCES	18265		ST- TIRE DISPOSAL SERVICE	
			18266	015797	210-6150-6160-2350-0000-000	48.00
				015797	ST- TIRE DISPOSAL SERVICE	
					210-6150-6160-2350-0000-000	61.00
					Total :	109.00
153213	12/17/2015	093122 CINTAS CORP. LOC#150	150587694		ELEC- UNIFORM CLEANING SERVICES	
				054160	520-8000-8004-1170-0926-000	290.80
				054160	520-8000-8002-2301-0921-000	29.72
			150587696		ELEC- UNIFORM CLEANING SERVICES	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153213	12/17/2015	093122 CINTAS CORP. LOC#150	(Continued)			
			150591505	054160	520-8000-8003-1170-0926-000 ELEC- UNIFORM CLEANING SERVICE	175.56
				054160	520-8000-8004-1170-0926-000	287.92
			150591506	054160	520-8000-8002-2301-0921-000 ELEC- UNIFORM CLEANING SERVICE	29.72
				054160	520-8000-8003-1170-0926-000	175.56
					Total :	989.28
153214	12/17/2015	093122 CINTAS CORP. LOC#150	150586625		ELEC- UNIFORM CLEANING SERVICE	
				015614	520-8000-8009-2225-0548-000	158.63
					Total :	158.63
153215	12/17/2015	033508 CITY OF SAN BERNARDINO	121-93224-0915		W- HYDRANT METER CHARGE	
			121-93224-10/15		521-8100-8101-2331-0000-000 W- HYDRANT METER CHARGE	528.15
			121-93224-11/15		521-8100-8101-2331-0000-000 W- HYDRANT METER CHARGE	530.15
					521-8100-8101-2331-0000-000	526.15
					Total :	1,584.45
153216	12/17/2015	000128 CLINICAL LAB OF S B INC	946118		W- LABORATORY SAMPLING	
				014632	521-8100-8101-2350-0000-000	2,541.50
					Total :	2,541.50
153217	12/17/2015	093545 COLLECTOR SOLUTIONS, INC.	2015429		C/S- ELECTRONIC COLLECTION SVCS	
				015654	100-6040-6042-2670-0000-000	17,963.98
					Total :	17,963.98
153218	12/17/2015	060032 CORRALES, VICTOR	REBATE- PLANTS		WATER CONSERVATION REBATE	
					521-8100-8110-2041-0000-000	74.37
					Total :	74.37
153219	12/17/2015	060005 CRAMER, JOANN	REBATE- TOILET		WATER CONSERVATION REBATE	
					521-8100-8110-2041-0000-000	200.00
					Total :	200.00
153220	12/17/2015	092635 CRITERION AUTOMATION INC.	1511-SCAD61		W- SCADA SYSTEMS SERVICES	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153220	12/17/2015	092635 CRITERION AUTOMATION INC.	(Continued)			
				015585	521-8100-8101-2350-0000-000	448.00
				015585	522-8200-8200-2350-0000-000	2,203.00
					Total :	2,651.00
153221	12/17/2015	040945 CSR COMPANY	15293		W- A/C MAINTENANCE	
				015852	521-8100-8101-2350-0000-000	100.00
			15294		W- A/C MAINTENANCE	
				015852	521-8100-8101-2350-0000-000	125.00
					Total :	225.00
153222	12/17/2015	000139 CULLIGAN WATER CONDITION	563703		WWW- SOFTENER SUPPLIES	
				015710	522-8200-8200-2301-0000-000	41.40
					Total :	41.40
153223	12/17/2015	060142 DALLIN, MELVIN	REBATE- OUTDOOR		WATER CONSERVATION REBATE	
					521-8100-8110-2041-0000-000	518.96
					Total :	518.96
153224	12/17/2015	001897 DAN'S LAWNMOWER	97168		INV- LAWN & GARDEN SUPPLIES	
				016001	100-1500-000	1,013.35
				016001	520-1500-154	455.76
					100-1500-000	81.07
					520-1500-154	36.46
					Total :	1,586.64
153225	12/17/2015	001897 DAN'S LAWNMOWER	97425		ELEC- LAWN & GARDEN SUPPLIES	
				054165	520-8000-8004-2301-0921-000	83.40
			97446		ELEC- LAWN & GARDEN SUPPLIES	
				054165	520-8000-8004-2301-0921-000	8.00
					Total :	91.40
153226	12/17/2015	060134 DECASAS, GEORGE	REBATE- MULCH		WATER CONSERVATION REBATE	
					521-8100-8110-2041-0000-000	150.00
			REBATE- TURF		WATER CONSERVATION REBATE	
					521-8100-8110-2041-0000-000	720.00
					Total :	870.00

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153227	12/17/2015	043438 DELL COMPUTER CORPORATION	XJTJTPP71		INV- TONER	
				015980	100-1500-000	579.46
					100-1500-000	46.36
					Total :	625.82
153228	12/17/2015	093981 DRIFTWOOD DAIRY INC.	4493800		COMM SVCS- MILK FOR SNACK PROG	
				015828	100-6200-6215-2301-0000-000	71.46
					Total :	71.46
153229	12/17/2015	060138 ESAU, MELIAME	REFUND-YYB		COMM SVCS- YYB REFUND	
					100-6750-000	48.00
					Total :	48.00
153230	12/17/2015	015957 FAIRVIEW FORD SALES, INC	249324		AUTOMOTIVE PARTS	
			253948	054170	608-6150-8700-2210-6071-000	130.51
				054170	AUTOMOTIVE REPAIRS	
					608-6150-8700-2210-6071-000	1,054.18
					Total :	1,184.69
153231	12/17/2015	057722 FAVELA, MIKE	REBATE- TOILET		WATER CONSERVATION REBATE	
					521-8100-8110-2041-0000-000	226.40
					Total :	226.40
153232	12/17/2015	001422 FERGUSON ENTERPRISES, INC	2451660		WW- PLUMBING SUPPLIES	
			CM288860	054171	522-8200-8200-2255-0000-000	202.55
				054171	WW- CREDIT	
					522-8200-8200-2255-0000-000	-99.97
					Total :	102.58
153233	12/17/2015	093796 FLEET METAL BOX CORPORATION	24886		AUTO- LIGHTING & REPAIRS	
				015857	608-6150-8700-2210-8000-000	887.57
					Total :	887.57
153234	12/17/2015	093928 FLYERS ENERGY, LLC	15-170113		INV- FUEL, DIESEL, AND LUBRICANTS	
				054201	100-1530-000	9,286.32
					Total :	9,286.32
153235	12/17/2015	092134 FOX OCCUPATIONAL MEDICAL CENTE	5100-65101		HR- PRE-EMPLOYMENT PHYSICALS	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153235	12/17/2015	092134 FOX OCCUPATIONAL MEDICAL CENTE	(Continued)	054172	100-6030-6030-2342-0000-000	375.00
Total :						375.00
153236	12/17/2015	092108 G & G ENVIRONMENTAL	COC-1115	015037	STORM W- PRETREATMENT SVCS 522-8200-8200-2350-0000-000	11,718.80
Total :						11,718.80
153237	12/17/2015	043844 G & R REFRIGERATION	54222		FIRE- REPAIR ICEMAKER 100-6090-6091-2240-0000-000	111.20
Total :						111.20
153238	12/17/2015	060137 GARCIA, FRANCISCO	REBATE- TURF		WATER CONSERVATION REBATE 521-8100-8110-2041-0000-000	800.00
Total :						800.00
153239	12/17/2015	000230 GAS COMPANY	116-145-3943-2-1215 160-221-7000-1-12/15	054174 054174	BM- GAS SERVICES 605-6150-6211-2320-0000-000 BM- GAS SERVICES 605-6150-6211-2320-0000-000	36.71 30.71
Total :						67.42
153240	12/17/2015	092051 GE MOBILE WATER, INC	97984491	015689	ELEC- EQUIPMENT LEASE 520-8000-8009-2225-0548-000	14,006.75
Total :						14,006.75
153241	12/17/2015	000157 GENUINE AUTO PARTS	131652 131671 131964 132312 132338 132366	054176 054176 054176 054176 054176 054176	AUTOMOTIVE PARTS 608-6150-8700-2210-6160-000 AUTOMOTIVE PARTS 608-6150-8700-2210-6160-000 AUTOMOTIVE PARTS 100-6090-6091-2301-0000-000 AUTOMOTIVE PARTS 608-6150-8700-2210-6071-000 AUTOMOTIVE PARTS 608-6150-8700-2210-6071-000 AUTOMOTIVE PARTS	40.11 10.48 10.78 303.48 247.29

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153241	12/17/2015	000157 GENUINE AUTO PARTS	(Continued)			
			132660	054176	608-6150-8700-2210-8000-000 AUTOMOTIVE PARTS	21.58
			132755	054176	608-6150-8700-2210-6160-000 AUTOMOTIVE PARTS	29.38
			132756	054176	608-6150-8700-2210-6160-000 AUTOMOTIVE PARTS	12.20
			132780	054176	608-6150-8700-2210-6160-000 AUTOMOTIVE PARTS	25.65
			132781	054176	608-6150-8700-2210-6071-000 AUTOMOTIVE PARTS	49.66
			132815	054176	608-6150-8700-2210-8700-000 AUTOMOTIVE PARTS	12.13
			133056	054176	608-6150-8700-2210-6160-000 AUTOMOTIVE PARTS	21.58
			133148	054176	608-6150-8700-2210-6071-000 AUTOMOTIVE PARTS	337.68
			133149	054176	608-6150-8700-2210-8700-000 AUTOMOTIVE PARTS	133.34
			133152	054176	608-6150-8700-2210-6205-000 AUTOMOTIVE PARTS	66.50
			133438	054176	608-6150-8700-2210-8101-000 AUTOMOTIVE PARTS	70.82
			133449	054176	608-6150-8700-2210-6160-000 FIRE- AUTOMOTIVE PARTS	69.82
			133699	054176	100-6090-6091-2210-0000-000 AUTOMOTIVE PARTS	36.35
			133791	054176	608-6150-8700-2210-6071-000 AUTOMOTIVE PARTS	3.27
			133948	054176	608-6150-8700-2210-6071-000 ELEC- AUTOMOTIVE PARTS	24.68
				054176	520-8000-8004-2301-0921-000	29.72
Total :						1,556.50
153242	12/17/2015	092123 GM BUSINESS INTERIORS	0217714-IN		ELEC- OFFICE CHAIR	
				015911	520-8000-8001-4900-0101-000	731.08
					520-8000-8001-4900-0101-000	54.28

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153242	12/17/2015	092123 092123 GM BUSINESS INTERIORS	(Continued)			Total : 785.36
153243	12/17/2015	060136 GONZALES, ANDREW	REBATE- ROCK		WATER CONSERVATION REBATE 521-8100-8110-2041-0000-000	165.34 Total : 165.34
153244	12/17/2015	060129 GONZALEZ, SALVADOR	REBATE- PLANT		WATER CONSERVATION REBATE 521-8100-8110-2041-0000-000	108.21 Total : 108.21
153245	12/17/2015	092564 GORM INC.	230326		INV- JANITORIAL SUPPLIES	
				015983	100-1500-000	2,708.96
					100-1500-000	219.85
				015983	100-1500-000	39.14
					Total :	2,967.95
153246	12/17/2015	000160 GRAYBAR ELECTRIC CO	981826158		PARKS- ELECTRICAL PARTS	
			982203390	054178	100-6150-6205-2301-0000-000	82.28
			982383973	054178	PARTS- ELECTRICAL PARTS 100-6150-6205-2301-0000-000	132.75
				054178	PARKS- ELECTRICAL PARTS 100-6150-6205-2301-0000-000	61.04
					Total :	276.07
153247	12/17/2015	093952 GREEN ACRES ADVERTISING DESIGN	3412		ELEC- MARKETING SERVICES	
				015602	526-8000-8035-2350-0923-000	1,833.33
				015602	526-8000-8037-2350-0923-000	1,833.33
				015602	526-8000-8038-2350-0923-000	1,833.34
					Total :	5,500.00
153248	12/17/2015	092649 HD SUPPLY POWER SOLUTIONS	2930446-01		INV- HARDWARE SUPPLIES	
				015404	520-1500-154	340.75
					520-1500-154	27.26
					Total :	368.01
153249	12/17/2015	060145 HOANG, NGOC	REBATE- TURF		WATER CONSERVATION REBATE 521-8100-8110-2041-0000-000	950.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153249	12/17/2015	060145	060145 HOANG, NGOC		(Continued)	Total : 950.00
153250	12/17/2015	025906	HOME DEPOT	1120440	PARKS- HARDWARE SUPPLIES	
				1584978	100-6150-6205-2301-0000-000	557.92
				1584989	PARKS- HARDWARE SUPPLIES	
				7311043	100-6150-6205-2301-0000-000	91.33
					PARKS- HARDWARE SUPPLIES	
					100-6150-6205-2301-0000-000	17.62
					PARKS- CREDIT	
					100-6150-6205-2301-0000-000	-263.70
					Total :	403.17
153251	12/17/2015	025906	HOME DEPOT	2015888	BM- HARDWARE SUPPLIES	
				3024824	605-6150-6211-2250-6212-000	29.68
				3077992	BM- HARDWARE SUPPLIES	
				6013445	605-6150-6211-2250-6211-000	478.16
				8015277	BM- HARDWARE SUPPLIES	
					605-6150-6211-2250-6211-000	13.80
					FIRE- HARDWARE SUPPLIES	
					100-6090-6091-2301-0000-000	41.11
					BM- HARDWARE SUPPLIES	
					605-6150-6211-2250-6211-000	20.89
					Total :	583.64
153252	12/17/2015	092080	HORIBA INSTRUMENTS INC.	5100083610	ELEC- PARTS NEEDED FOR POWER PLANT	
					520-8000-8009-2225-0548-000	2,578.40
					Total :	2,578.40
153253	12/17/2015	037218	HOSE MAN	6177350-0001-06	AUTO- HOSE REPAIRS	
					608-6150-8700-2210-6071-000	14.39
					Total :	14.39
153254	12/17/2015	000164	HUB CONST SPECIALTIES, INC	A08017161	W- MAINTENANCE MATERIAL	
				A09002364	521-8100-8101-2301-0000-000	234.90
					ST- MAINTENANCE MATERIALS	
					210-6150-6160-2301-0000-000	270.63
					Total :	505.53

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153255	12/17/2015	060131 HUDGINS, ELROY	REBATE- MULCH		WATER CONSERVATION REBATE 521-8100-8110-2041-0000-000	150.00 Total : 150.00
153256	12/17/2015	016765 HYDRO SCAPE	9410177-00	016038	ELEC- MAINTENANCE MATERIALS 520-8000-8003-2255-0592-100 520-8000-8003-2255-0592-100	57.29 4.72 Total : 62.01
153257	12/17/2015	093086 INERTIA ENGINEERING & MACHINE	30454	015858	ELEC INV- SWITCH- STEEL CROSSARM 520-1500-154 520-1500-154	19,624.38 1,569.95 Total : 21,194.33
153258	12/17/2015	001201 INNER-TITE	120023	015912	ELEC- TWIST-TIE WIRE ASSEMBLY 520-8000-8024-2301-0921-000 520-8000-8024-2301-0921-000	3,125.00 250.00 Total : 3,375.00
153259	12/17/2015	092525 INTERSTATE BATTERY CENTER	600008487	054190	WW- BATTERIES 522-8200-8200-2255-0000-000	712.48 Total : 712.48
153260	12/17/2015	093195 JOHNSON RENTAL SERVICES	13013465	015701	WW- EQUIPMENT RENTAL 522-8200-8200-2420-0000-000	479.95 Total : 479.95
153261	12/17/2015	092166 K H METALS AND SUPPLY	0327095-IN	054193	WW- HARDWARE SUPPLIES 522-8200-8200-2255-0000-000	106.97 Total : 106.97
153262	12/17/2015	060143 KOBAYAH, TORU	REBATE- TOILET		WATER CONSERVATION REBATE 521-8100-8110-2041-0000-000	100.00 Total : 100.00
153263	12/17/2015	001947 KRIEGER & STEWART	38479 38799	015325	W- ENGINEERING ASSESSMENT 522-8200-8200-2350-0000-000 W- ENGINEERING ASSESSMENT	13,911.40

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153263	12/17/2015	001947 KRIEGER & STEWART	(Continued)			
			38827	015325	522-8200-8200-2350-0000-000	2,000.22
				014684	W- DESIGN ENGINEERING & CONSULTING	
					SVCS 521-8100-8104-3890-0000-000	2,941.00
					Total :	18,852.62
153264	12/17/2015	059874 LARA, ROBERT	REBATE- TURF		WATER CONSERVATION REBATE	
					521-8100-8110-2041-0000-000	800.00
					Total :	800.00
153265	12/17/2015	093056 LAWSON PRODUCTS	9303623921		ELEC- HARDWARE SUPPLIES	
				015649	520-8000-8009-2225-0548-000	907.20
					Total :	907.20
153266	12/17/2015	093951 LIBERTY PAPER	280597		INV- COPY PAPER	
				015953	100-1500-000	1,280.00
					100-1500-000	102.40
					Total :	1,382.40
153267	12/17/2015	041927 LOU'S TIRE SERVICE	79207		AUTOMOTIVE TIRES	
				054196	608-6150-8700-2210-6071-000	124.87
					Total :	124.87
153268	12/17/2015	060140 LU, JUN	REBATE- SHOWEHEAD		INDOOR REBATE PROGRAM	
					521-8100-8110-2041-0000-000	25.00
					Total :	25.00
153269	12/17/2015	093703 MAILFINANCE INC.	N5655416		C. CLERK- LEASE ON FOLDING MACHINE	
				015884	100-6010-6010-2420-0000-000	449.78
					100-6010-6010-2420-0000-000	28.09
					Total :	477.87
153270	12/17/2015	041081 MISSION LINEN SUPPLY & UNIFORM	501451575		BM- MAT RENTAL SERVICE	
				054197	605-6150-6211-2250-0000-000	39.71
					Total :	39.71
153271	12/17/2015	060130 MORDEN, EDWARD	REBATE- TURF		WATER CONSERVATION REBATE	
					521-8100-8110-2041-0000-000	800.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153271	12/17/2015	060130 060130 MORDEN, EDWARD	(Continued)			Total : 800.00
153272	12/17/2015	060127 MORENO, ELIZABETH	1068239.015		REFUND CLEANING DEPOSIT 100-6747-000	100.00 Total : 100.00
153273	12/17/2015	092651 MOSS BROS DODGE	A1CS923126 A1CS925434	015987 015987	AUTOMOTIVE REPAIRS 608-6150-8700-2210-6071-000 AUTOMOTIVE REPAIRS 608-6150-8700-2210-6071-000	224.66 119.95 Total : 344.61
153274	12/17/2015	060147 NAJERA, MARIA	00390880		CLOSING BILL CREDIT 520-2450-232	620.00 Total : 620.00
153275	12/17/2015	060146 NARVAEZ, JOSE	REBATE- WASHER		WATER CONSERVATION REBATE 521-8100-8110-2041-0000-000	75.00 Total : 75.00
153276	12/17/2015	059177 NEW YORK LIFE	DEC 15		SUPP. LIFE INSURANCE PREMIUMS 762-2205-000	576.46 Total : 576.46
153277	12/17/2015	059741 NICHOLSON, MERRYN	REBATE- TOILET		WATER CONSERVATION REBATE 521-8100-8110-2041-0000-000	98.00 Total : 98.00
153278	12/17/2015	000681 OCLC, INC	0000430628	015424	LIB- OCLC TCP/IP ACCESS 100-6200-6250-2302-0000-000	48.45 Total : 48.45
153279	12/17/2015	045033 OFFICE DEPOT	807866303001 807866922001 808533268001	054199 054199 054199	C. CLERK- OFFICE SUPPLIES 100-6010-6010-2300-0000-000 C. CLERK- OFFICE SUPPLIES 100-6010-6010-2300-0000-000 FIRE- OFFICE SUPPLIES 100-6090-6091-2301-0000-000	58.83 3.88 131.74

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153279	12/17/2015	045033 OFFICE DEPOT	(Continued) 808574752001	054199	DEV SVCS- OFFICE SUPPLIES 100-6300-6301-2300-0000-000	295.90
			808574755001	054199	DEV SVCS- OFFICE SUPPLIES 100-6300-6301-2300-0000-000	154.11
			808939714001	054199	ELEC- OFFICE SUPPLIES 520-8000-8001-2300-0921-000	55.44
				054199	520-8000-8003-2301-0921-000	18.14
				054199	520-8000-8002-2301-0921-000	2.59
			808939808001	054199	ELEC- OFFICE SUPPLIES 520-8000-8005-2301-0930-200	80.99
			810146997001	054199	PD- OFFICE SUPPLIES 100-6070-6071-2300-0000-000	104.50
			810530687001	054199	OFFICE SUPPLIES 100-6070-6071-2300-0000-000	16.61
			810530916001	054199	PD- OFFICE SUPPLIES 100-6070-6071-2300-0000-000	28.41
			810530917001	054199	PD- OFFICE SUPPLIES 100-6070-6071-2300-0000-000	60.06
			810530918001	054199	PD- OFFICE SUPPLIES 100-6070-6071-2300-0000-000	39.50
					Total :	1,050.70
153280	12/17/2015	028315 OLIVA, MARTIN L	TUIT 15/16		WW- TUITION REIMBURSEMENT 522-8200-8200-1161-0000-000	230.00
					Total :	230.00
153281	12/17/2015	092396 ONE SOURCE DISTRIBUTORS	S4916805.001	015925	ELEC INV- WOOD ELECTRIC POLES 520-1500-154	22,989.80
					520-1500-154	1,839.18
					Total :	24,828.98
153282	12/17/2015	060020 OSEGUERA, YESSICA	REBATE- PLANTS		WATER CONSERVATION REBATE 521-8100-8110-2041-0000-000	138.82
					Total :	138.82
153283	12/17/2015	092380 OSMOSE UTILITIES SERVICES INC.	7UB-0195340		ELEC- UTILITY POLE INSPECTIONS	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153283	12/17/2015	092380 OSMOSE UTILITIES SERVICES INC.	(Continued)	015825	520-8000-8004-2350-0923-000	4,236.20
Total :						4,236.20
153284	12/17/2015	001712 PACIFIC ALARM SERVICE	R116127	054225	BM- ALARM SERVICE	365.50
			R116128	054225	605-6150-6211-2250-8200-000	134.00
			R116512	054225	605-6150-6211-2250-8101-000	57.00
			R116513	054225	605-6150-6211-2250-6250-000	260.00
			R116514	054225	605-6150-6211-2250-6202-000	61.00
			R116515	054225	605-6150-6211-2250-6091-000	147.00
			R116516	054225	605-6150-6211-2250-6250-000	48.50
			R116517	054225	605-6150-6211-2250-6213-000	41.00
			R116518	054225	605-6150-6211-2250-6213-000	175.00
			R116519	054225	605-6150-6211-2250-6213-000	53.50
			R116520	054225	605-6150-6211-2250-6091-000	124.00
Total :						1,466.50
153285	12/17/2015	003244 PARKHOUSE TIRE, INC	2010439307-2	015438	FIRE- TIRES	255.00
Total :						255.00
153286	12/17/2015	060132 PEARSON, MARYANN	REBATE- TURF		WATER CONSERVATION REBATE	800.00
Total :						800.00
153287	12/17/2015	060106 POWELL, BETH	REBATE- PLANT		WATER CONSERVATION REBATE	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153287	12/17/2015	060106 POWELL, BETH	(Continued)		521-8100-8110-2041-0000-000	70.00
					Total :	70.00
153288	12/17/2015	041300 POWER PLUS	P10884-16	015802	ELEC- ENGINEERING SERVICES 520-8000-8003-2350-0923-000	8,187.50
					Total :	8,187.50
153289	12/17/2015	093499 PROFORMA EXPRESS GRAPHICS	9015600977	054202	PD- PRINTING SERVICES 100-6070-6071-2301-0000-000	1,133.62
					Total :	1,133.62
153290	12/17/2015	060135 PULIDO, MARIANA	REBATE- MULCH		WATER CONSERVATION REBATE 521-8100-8110-2041-0000-000	150.00
					Total :	150.00
153291	12/17/2015	016168 RAINBOW BOLT & SUPPLY	N266707-IN	016018	BM- HARDWARE SUPPLIES 605-6150-6211-2301-0000-000	31.75
			N266759-IN	016018	BM- HARDWARE SUPPLIES 605-6150-6211-2301-0000-000	69.23
			N266816-CM	016018	BM- CREDIT 605-6150-6211-2301-0000-000	-31.75
					Total :	69.23
153292	12/17/2015	093905 RIGHT OF WAY INC.	19708	054205	ST- TRAFFIC CONTROL EQUIP. 210-6150-6160-2301-0000-000	10.36
			19817	054205	ST- TRAFFIC CONTROL EQUIP. 210-6150-6160-2301-0000-000	486.00
			20056	054205	ST- TRAFFIC CONTROL EQUIP. 210-6150-6160-2301-0000-000	453.60
					Total :	949.96
153293	12/17/2015	093950 ROBERT D. GOSNEY CONSTRUCTION	#4- BRIDGE 54C-0079	015383	CIP- BRIDGE SEISMIC RETROFIT PRO. 450-0636-6989-3890-0000-000	3,888.33
				015383	225-0636-6150-3890-0000-000	30,011.67
					450-2460-000	-194.42
					225-2460-000	-1,500.58

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153293	12/17/2015	093950 ROBERT D. GOSNEY CONSTRUCTION	(Continued) #5- BRIDGE 54C-0078		CIP- BRIDGE SEISMIC RETROFIT PRO.	
				015383	225-0635-6150-3890-0000-000	14,204.64
				015383	450-0635-6989-3890-0000-000	1,840.36
					225-2460-000	-710.23
					450-2460-000	-92.02
					Total :	47,447.75
153294	12/17/2015	014930 ROBERTSON'S	662329		W- ASPHALT MATERIAL	
				054206	521-8100-8101-2301-0000-000	246.09
					Total :	246.09
153295	12/17/2015	060148 SAAD, DAVID	REBATE- TURF		WATER CONSERVATION REBATE	
					521-8100-8110-2041-0000-000	643.47
					Total :	643.47
153296	12/17/2015	093193 SAMBA HOLDING	5185-201511		AUTO- DRIVERS LICENSE CHECKS	
				015934	608-6150-8700-2270-0000-000	85.92
					Total :	85.92
153297	12/17/2015	018335 SAN BERNARDINO ASSOCIATED GOVT	896-C13040-1000802-6		TRAFFIC IMPACT- I-10 PEPPER INTERC	
				013650	249-1000-6900-2350-0000-000	2,116.50
					Total :	2,116.50
153298	12/17/2015	045153 SAN BERNARDINO COUNTY	R22646		PD- FINGERPRINTING SERVICE	
				015543	100-6070-6071-2310-0000-000	32.00
					Total :	32.00
153299	12/17/2015	045463 SAN BERNARDINO COUNTY	IN0109717		ELEC- PERMIT FEES FOR AMPP	
					520-8000-8009-2225-0548-000	3,559.00
					Total :	3,559.00
153300	12/17/2015	046302 SCOTT EQUIPMENT	E96128		ST- BACKHOE MATERIALS	
				015787	210-6150-6160-2210-0000-000	37.71
			E96154		ST- BACKHOE MATERIALS	
				015787	210-6150-6160-2210-0000-000	225.01
					Total :	262.72

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153301	12/17/2015	093642 SHRED-IT USA INC.	9408324167	015549	PD- DOCUMENT DESTRUCTION 100-6070-6071-2350-0000-000	188.94 Total : 188.94
153302	12/17/2015	046087 SIERRA VISTA BAPTIST CHURCH	#63		C. CARE- PRESCHOOL LEASE 206-7200-7203-2421-0000-000	1,625.00 Total : 1,625.00
153303	12/17/2015	000224 SMART AND FINAL IRIS CO	177119	054208 054208 054208	COMM SVCS- SUPPLIES FOR EVENTS 100-6200-6212-2301-0000-000 100-6200-6213-2301-0000-000 762-2318-001	41.55 15.58 73.00 Total : 130.13
153304	12/17/2015	093734 SMART LEVELS MEDIA MAILING & P	250608	015556	COMM SVCS- MARKETING MATERIALS 100-6200-6214-2354-0000-000	138.08 Total : 138.08
153305	12/17/2015	059866 SMITH, ROBERT	REBATE- PLANTS REBATE- TURF-2		WATER CONSERVATION REBATE 521-8100-8110-2041-0000-000 WATER CONSERVATION REBATE 521-8100-8110-2041-0000-000	257.00 800.00 Total : 1,057.00
153306	12/17/2015	092670 SO CAL LOCKSMITH	31598	054209	BM- LOCK PARTS AND SERVICE 605-6150-6211-2250-6211-000	15.00 Total : 15.00
153307	12/17/2015	025294 SOUTH COAST AIR QUALITY	2764801		WW- AQMD FEES-GEN DIESEL 522-8200-8200-2241-0000-000	497.72 Total : 497.72
153308	12/17/2015	025294 SOUTH COAST AIR QUALITY	2884732	015986	STORM W- ANNUAL OPERATING FEES 722-6150-8215-2241-0000-000	346.54 Total : 346.54
153309	12/17/2015	025294 SOUTH COAST AIR QUALITY	2887971	015986	STORM W- EMISSIONS FEE 722-6150-8215-2241-0000-000	121.44

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153309	12/17/2015	025294 025294 SOUTH COAST AIR QUALITY	(Continued)			Total : 121.44
153310	12/17/2015	000269 SOUTHERN CALIFORNIA	18800		ELEC- PROCESSING JOINT POLE 520-8000-8002-2255-0592-100	620.24 Total : 620.24
153311	12/17/2015	000228 SOUTHERN CALIFORNIA EDISON	2-01-522-0296-1115 2-27-327-1130-1015 2-27-327-1130-1115	054210 054210 054210	W- ELECTRIC SERVICE 521-8100-8101-2320-0000-000 WW- ELECTRIC SERVICE 522-8200-8200-2320-0000-000 WW- ELECTRIC SERVICE 522-8200-8200-2320-0000-000	1,580.24 370.56 386.16 Total : 2,336.96
153312	12/17/2015	000228 SOUTHERN CALIFORNIA EDISON	2-01-195-9400-1115 2-01-522-0452	015753 015915	ELEC- ELECTRICAL SERVICE 520-8000-8011-2320-0585-000 STORM W- ELECTRIC SERVICE 722-6150-8215-2320-0000-000	182.64 28.64 Total : 211.28
153313	12/17/2015	003758 SOUTHERN CALIFORNIA EDISON	2-20-444-9151-1215 2-25-757-6884-1215		ELEC- ELECTRIC SERVICE 520-8000-8006-2330-0555-700 ELEC- ELECTRIC SERVICE 520-8000-8006-2330-0555-700	304.94 163.41 Total : 468.35
153314	12/17/2015	003763 SOUTHERN CALIFORNIA EDISON	7500603413 7500603414 7500603415 7500603416		ELEC- FIRM TRANSMISSION 520-8000-8006-2330-0555-700 ELEC- FIRM TRANSMISSION 520-8000-8006-2330-0555-700 ELEC- FIRM TRANSMISSION 520-8000-8006-2330-0555-700 ELEC- FIRM TRANSMISSION 520-8000-8006-2330-0555-700	14,010.00 14,010.00 84,060.00 65,580.81 Total : 177,660.81
153315	12/17/2015	093065 SOUTHWEST AERIAL & CRANE	007824	016039	ELEC- INSPECTIONS-HYDRAULIC BUC 520-8000-8004-2210-0933-000	4,752.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153315	12/17/2015	093065	093065 SOUTHWEST AERIAL & CRANE		(Continued)	Total : 4,752.00
153316	12/17/2015	000234	SQUIRES LUMBER COMPANY	305416	PARKS- MAINTENANCE MATERIAL 100-6150-6205-2301-0000-000	53.97 Total : 53.97
153317	12/17/2015	000234	SQUIRES LUMBER COMPANY	305425	BM- MAINTENANCE MATERIAL	
			305508	054212	605-6150-6211-2250-6211-000	21.58
			305559	054212	605-6150-6211-2250-6213-000	15.20
			305565	054212	AUTO- MAINTENANCE MATERIAL 608-6150-8700-2210-8700-000	7.54
			305593	054212	PD- MAINTENANCE MATERIAL 100-6070-6071-2301-0000-000	12.94
			305608	054212	ELEC- MAINTENANCE MATERIAL 520-8000-8004-2301-0921-000	16.19
			305614	054212	BM- MAINTENANCE MATERIAL 605-6150-6211-2250-6211-000	5.91
			305639	054212	ELEC- MAINTENANCE MATERIAL 520-8000-8004-2301-0921-000	5.81
				054212	BM- MAINTENANCE MATERIAL 605-6150-6211-2250-6211-000	9.17
					Total : 94.34	
153318	12/17/2015	093899	STANLEY STEEMER	1655733	COMM SVCS- CARPET CLEANING 100-6200-6217-2250-0000-000	534.00 Total : 534.00
153319	12/17/2015	093993	STARTING TIME	86860	COMM SVCS- SUPPLIES FOR CENTER	
				016025	100-6200-6209-2301-0000-000	174.18
				016025	100-6200-6212-2301-0000-000	171.58
				016025	100-6200-6215-2301-0000-000	174.19
					100-6200-6209-2301-0000-000	13.94
					100-6200-6212-2301-0000-000	13.73
					100-6200-6215-2301-0000-000	13.93
					Total : 561.55	

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153320	12/17/2015	002327 STATE OF CALIF / JUSTICE DEPT	134895	015550	PD- FINGERPRINTING SERVICE 100-6070-6071-2350-0000-000	32.00
Total :						32.00
153321	12/17/2015	018487 STATER BROS MARKET	NOV 15	054214	SUPPLIES (VARIOUS DEPT'S) 206-7200-7203-2305-0000-000	424.52
				054214	100-6200-6215-2301-0000-000	85.56
				054214	100-6070-6071-2301-0000-000	310.37
				054214	100-6200-6218-2301-0000-000	48.79
				054214	206-7200-7202-2305-0000-000	160.82
				054214	100-6200-6212-2301-0000-000	9.98
				054214	100-6200-6204-2301-0000-000	87.90
				054214	100-6200-6213-2301-0000-000	56.30
				054214	762-2318-000	37.77
Total :						1,222.01
153322	12/17/2015	060126 STEPHEN P. COMPTON AND	SETTLEMENT		RISK- CLAIM SETTLEMENT 607-6040-8601-2290-0000-000	95,000.00
Total :						95,000.00
153323	12/17/2015	060141 STYLIANIDES, JOHN	REBATE- TOILET		WATER CONSERVATION REBATE 521-8100-8110-2041-0000-000	88.00
Total :						88.00
153324	12/17/2015	092896 SWANK MOTION PICTURES INC.	2126477	015409	COMM SVCS- DVD RENTAL 100-6200-6202-2241-0000-000	325.00
Total :						325.00
153325	12/17/2015	093146 TIME WARNER CABLE	844840- 12/15	015651	I.S.- CITY WIDE CABLE 606-6040-6044-2310-0000-000	576.35
Total :						576.35
153326	12/17/2015	003825 TYLER TECHNOLOGIES	045-147582	016022	I.S.- MAINTENANCE SUPPORT 606-6040-6044-2315-0000-000	41,611.78
Total :						41,611.78
153327	12/17/2015	092083 ULTRA PRINTING	11624	054217	COMM SVCS- BUSINESS CARDS 100-6200-6202-2301-0000-000	33.48

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153327	12/17/2015	092083	092083 ULTRA PRINTING		(Continued)	Total : 33.48
153328	12/17/2015	014681	UNDERGROUND SERVICE ALERT	1120150163	ELEC- UNDERGROUND SVC ALERTS	
				015521	520-8000-8001-2350-0923-000	40.51
				015521	521-8100-8101-2301-0000-000	40.50
				015521	522-8200-8200-2301-0000-000	40.49
					Total :	121.50
153329	12/17/2015	003123	UNITED PARCEL SERVICE	0000A4V827495	ELEC- SHIPPING SERVICES	
				054218	520-8000-8004-1180-0926-000	13.00
					Total :	13.00
153330	12/17/2015	046809	US POSTAL SERVICE	WINTER 2015	REC- BROCHURE POSTAGE (WINTER ;	
					100-6200-6202-2300-0000-000	2,000.00
					Total :	2,000.00
153331	12/17/2015	093984	VCA CODE GROUP	71406	DEV SVCS- PLAN CHECK & INSPECTIONS	
				015870	100-6300-6302-2350-0000-000	8,965.90
					Total :	8,965.90
153332	12/17/2015	036062	VERIZON CALIFORNIA	8845048-1115	ELEC- TELEPHONE MODEM CHARGES	
				015625	520-8000-8024-2310-0930-200	57.40
					Total :	57.40
153333	12/17/2015	093406	VERIZON WIRELESS	9755808650	PD- CELLULAR SERVICES	
				054219	100-6070-6071-2310-0000-000	1,298.27
			9755808668	054219	COUNCIL- CELLULAR SERVICES	76.02
			9755808670	054219	COUNCIL- CELLULAR SERVICES	165.42
					Total :	1,539.71
153334	12/17/2015	043652	VERSATILE INFO PRODUCTS, INC	3925	PD- DIGITAL AUDIO RECORDERS	
				015732	100-6070-6071-1180-0000-000	4,224.86
					100-6070-6071-1180-0000-000	335.99
					Total :	4,560.85
153335	12/17/2015	093660	VOHNE LICHE KENNELS, INC.	10582	PD- HANDLER & K-9 TRAINING	

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153335	12/17/2015	093660 VOHNE LICHE KENNELS, INC.	(Continued)	015456	100-6070-6071-1160-0000-000	350.00
Total :						350.00
153336	12/17/2015	033501 VULCAN MATERIALS COMPANY	70966874	015754	W- ASPHALT MATERIAL 521-8100-8101-2301-0000-000	143.52
Total :						143.52
153337	12/17/2015	000159 W W GRAINGER, INC	9892681025	015464	ELEC- INDUSTRIAL SUPPLIES 520-8000-8009-2225-0548-000	1,744.74
			9896845980	015977	INV- WAREHOUSE SUPPLIES 100-1500-000	75.42
					100-1500-000	6.03
			9897087913	015977	INV- WAREHOUSE SUPPLIES 100-1500-000	692.42
					100-1500-000	55.42
			9904762219	016011	INV- HARDWARE SUPPLIES 100-1500-000	247.50
					100-1500-000	19.81
			9904762227	016011	INV- HARDWARE SUPPLIES 100-1500-000	276.00
					100-1500-000	22.08
Total :						3,139.42
153338	12/17/2015	000159 W W GRAINGER, INC	9857942685	054221	WW- MAINTENANCE SUPPLIES 522-8200-8200-2255-0000-000	148.97
			9863036753	054221	WW- MAINTENANCE SUPPLIES 522-8200-8200-1180-0000-000	869.45
			9863036761	054221	WW- MAINTENANCE SUPPLIES 522-8200-8200-1180-0000-000	190.77
			9863968302	054221	WW- CREDIT 522-8200-8200-1180-0000-000	-70.84
			9866541106	054221	WW- MAINTENANCE SUPPLIES 522-8200-8200-1180-0000-000	78.49
			9866541114	054221	WW- MAINTENANCE SUPPLIES 522-8200-8200-2255-0000-000	55.17
			9866541122		WW- MAINTENANCE SUPPLIES	

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153338	12/17/2015	000159 W W GRAINGER, INC	(Continued)			
			9868558439	054221	522-8200-8200-1180-0000-000 WW- MAINTENANCE SUPPLIES	205.32
			9868558447	054221	522-8200-8200-1180-0000-000 WW- MAINTENANCE SUPPLIES	259.36
			9868824294	054221	522-8200-8200-1180-0000-000 WW- MAINTENANCE SUPPLIES	421.45
				054221	522-8200-8200-1180-0000-000	406.68
					Total :	2,564.82
153339	12/17/2015	092064 WALTER'S WHOLESALE ELECTRIC	7304418-00		ELEC INV- ELECTRICAL SUPPLIES	
				015947	520-1500-154	318.96
					520-1500-154	25.51
					Total :	344.47
153340	12/17/2015	000188 WAXIE	75648884		INV- JANITORIAL SUPPLIES	
				015995	100-1500-000	2,068.60
					100-1500-000	98.46
					Total :	2,167.06
153341	12/17/2015	003171 WEST VALLEY WATER DISTRICT	23577-23504-12/15		LLMD- WATER SERVICES	
			24015-23926- 12/15		702-6150-6210-2320-0000-000 LLMD- WATER SERVICES	51.61
			24843-24702-12/15		702-6150-6210-2320-0000-000 LLMD- WATER SERVICES	301.53
			25241-25078-12/15		702-6150-6210-2320-0000-000 LLMD- WATER SERVICES	70.02
			25493-25320-12/15		702-6150-6210-2320-0000-000 LLMD- WATER SERVICES	185.85
			25495-25322-12/15		702-6150-6210-2320-0000-000 LLMD- WATER SERVICES	35.91
			25875-25680-12/15		702-6150-6210-2320-0000-000 LLMD- WATER SERVICES	35.91
			26061-25862-12/15		702-6150-6210-2320-0000-000 LLMD- WATER SERVICES	91.71
			26529-26320-12/15		702-6150-6210-2320-0000-000 LLMD- WATER SERVICES	25.05

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
153341	12/17/2015	003171 WEST VALLEY WATER DISTRICT	(Continued)		702-6150-6210-2320-0000-000	70.02
Total :						867.61
153342	12/17/2015	060133 WILCOX, JASON	00780050		CLOSING BILL CREDIT 520-2450-232	300.00
Total :						300.00
153343	12/17/2015	060128 WRIGHT, LAURA	REBATE- TURF		WATER CONSERVATION REBATE 521-8100-8110-2041-0000-000	800.00
Total :						800.00
153344	12/17/2015	002761 XEROX CORPORATION	082408220	015883	C. CLERK- COPIER LEASE PAYMENT 100-6010-6010-2420-0000-000 100-6010-6010-2420-0000-000	810.20 64.82
Total :						875.02
3364900	12/10/2015	003755 SO CALIF PUBLIC POWER AUTH	HU1215		ELEC- POWER COSTS- HOOVER 520-8000-8006-2330-0555-100	6,287.23
Total :						6,287.23
3365000	12/10/2015	003754 SO CALIF PUBLIC POWER AUTH	SJ1215		ELEC- POWER COSTS- SAN JUAN 520-8000-8006-2330-0555-300	1,075,487.00
Total :						1,075,487.00
7389000	12/15/2015	046969 NORESKO	31645		ELEC- O & M SERVICES FOR AGUA MA 520-8000-8009-2225-0548-000	89,320.68
Total :						89,320.68
9652200	12/10/2015	035929 BANK OF AMERICA	FEDERAL 12/10/15		FEDERAL TAXES 762-2200-000	147,664.24
Total :						147,664.24
9652800	12/11/2015	035929 BANK OF AMERICA	STATE 12/10/15		STATE TAXES PP 12/10/15 762-2010-000	45,837.73
Total :						45,837.73
51690000	11/25/2015	009994 SHELL ENERGY NORTH AMERICA	01.2015 RERUN T9M		ELEC- FIRM POWER, TRANSMISSION	

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
51690000	11/25/2015	009994 SHELL ENERGY NORTH AMERICA	(Continued)		520-8000-8006-2330-0555-600 520-8000-8006-2330-0555-800	1,848.87 1,612.20 Total : 3,461.07
63730900	12/10/2015	003893 ING	PP 12/10/15		457 DEF COMP & LOAN PAYMENT 762-2040-000 762-2045-000	8,378.49 788.16 Total : 9,166.65
63904200	12/16/2015	000214 PERS-PAYROLL REPORT	11/12/15		RETIREMENT CONTRIBUTION 762-2080-000	505.51 Total : 505.51
66571210	12/10/2015	003772 STATE OF CALIFORNIA	PP 12/10/15		CHILD SUPPORT PAYMENTS 762-2150-000	4,431.34 Total : 4,431.34
74120000	12/15/2015	003833 SO CALIF PUBLIC POWER AUTH, %US BANK, MA1215			TRANSMISSION COSTS 520-8000-8006-2330-0555-700	53,211.00 Total : 53,211.00
100291019	12/11/2015	059710 US POSTAL SERVICE (NEOPOST, POSTAGE C 8011073- 12/10/15			C. CLERK- POSTAGE FOR METER 100-6010-6010-2404-0000-000	5,000.00 Total : 5,000.00
116972971	12/7/2015	000882 COLONIAL LIFE & ACCIDENT	9636291-1201323		PREMIUMS PROCESSED 762-2080-000	4,228.34 Total : 4,228.34
168 Vouchers for bank code : boa					Bank total :	2,147,350.74
168 Vouchers in this report					Total vouchers :	2,147,350.74

vchlist
12/17/2015 3:15:11PM

Voucher List
City of Colton

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
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Anita Agramonte
Finance Director



Aurelio De La Torre
City Treasurer

**Voided Check
History Listing**

Bank code: boa

Check #	Date	Vendor	Status	Clear/Void Date	Invoice	Inv. Date	Amount Paid	Check Total
152078	10/08/2015	093413 THE CORPORATE GIFT SERV	V	12/15/2015	22535	08/26/2015	374.77	374.77
153081	12/10/2015	cbc0116 LAVADA M EALY	V	12/15/2015	00284350	06/24/2015	11.30	11.30
153155	12/10/2015	009994 SHELL ENERGY NORTH AMEI	V	12/15/2015	01.2015 RERUN T9M	11/10/2015	3,461.07	3,461.07
							boa Total:	3,847.14
3 checks in this report							Total Checks:	3,847.14

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STAFF REPORT

DATE: JANUARY 5, 2016
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
 FROM: BILL SMITH, CITY MANAGER *BS*
 PREPARED BY: DAVID X. KOLK, Ph.D., ELECTRIC UTILITY DIRECTOR *DK*
 SUBJECT: APPROVE A NEW ELECTRIC OVERHEAD AND UNDERGROUND EASEMENT LOCATED OFF OF COOLEY DRIVE PARALLEL TO THE SANTA ANA RIVER.

RECOMMENDED ACTION

It is recommended that City Council approve a new overhead and underground easement given to Colton Electric Department (CED) from the owners, San Bernardino County Flood Control District (SBCFCD), located off of Cooley Dr parallel to the Santa Ana River, APN's: 0276-13-129 and 0276-13-132.

BACKGROUND

The City has requested an electric utility easement which is fifty feet (50') in width through the middle of the property located off of Cooley Drive, parallel to the Santa Ana River, APN's # 0276-13-129 and 0276-13-132 extending 1,281 feet east to west of said properties.

ISSUE/ANALYSIS

On August 19, 2013 CED approached SBCFCD about obtaining an easement in order to supply service to a new building, United Packing Group (UPG), located at 1601 Steel Road, in the City of Colton.

The easement will allow CED to install a primary (12kV) system that will contain an overhead pole line and an underground system.

UPG is located south of the I-10 Freeway and north of Cooley Drive. Due to the location and the size of the building, 800,000sf, CED is limited at this time on the amount of load that could be supplied with the current circuit line. With the installation of a new 12kV circuit line CED will be able to supply UPG up to 8 MW's of power.

For the last 2 years the development was put on hold due to some unforeseen issues. UPG informed CED this past month that they have renewed their permits with the Building Department and are ready to start the project again.

FINANCIAL IMPACT

The recommended action will not have an impact on the approved FY 15/16 budget. By obtaining the easement for installing the overhead and underground system, CED will benefit by encouraging new business and growth in the City.

ALTERNATIVES

1. City Council may provide alternate direction to staff.

ATTACHMENTS

1. Underground Easement
2. Plan of easement area

CERTIFICATE OF ACCEPTANCE

This is to certify that the interests in real property conveyed by the Grant Deed to which this Certificate of Acceptance is attached, dated December 10, 2015 from San Bernardino County Flood Control District, a body corporate and politic, is hereby accepted by the order of City Council of the City of Colton on the 5th day of January, 2016 and the CITY OF COLTON consents to recordation thereof by its duly authorized agent.

THE CITY OF COLTON, a municipal corporation

By: _____
CAROLINA R. PADILLA
City Clerk

Dated: January 5, 2016

Recording Requested By:

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

**WHEN RECORDED MAIL
DOCUMENT TO:**

Same as above

Record without fee subject to
Gov't Code 6103and 27383

Project: Santa Ana River System No.: 2.701 Parcel No.: 109 Dept. Code: 11600	ELECTRIC UTILITY EASEMENT DEED	D.P. No.: 2.700/69 APN: 0276-131-29, 32 (Ptn.) Date: April 17, 2015
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The undersigned grantor(s) declare(s):

DOCUMENTARY TRANSFER TAX \$

- computed on full value of property conveyed, or
- computed on full value less liens and encumbrances remaining at the time of sale
- Unincorporated Area City of _____

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the **SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT**, a body corporate and politic, hereinafter referred to as **Grantor**, do(es) hereby **grants** to,

THE CITY OF COLTON, CALIFORNIA,

an Easement for Electric Utility purposes, including, but not limited to, the construction, reconstruction and maintenance (place, operate, inspect, repair, replace and remove) of such above ground and underground utility facilities as Grantee(s) may from time to time require (including ingress thereto and egress there from), including, but not limited to, poles, wires, cables, conduits, pipes, manholes, handholes, service boxes, aboveground markers, risers, service pedestals, underground and above ground switches, fuses, terminals, terminal equipment cabinets, transformers with associated concrete pads, associated electrical conductors, necessary fixtures and appurtenances necessary to provide electric utility service and maintenance hereinafter referred to as "**Utility Facilities**", under, across and over the following parcel of land, hereinafter referred to as "**Property**", described as follows:

see **Exhibit "A"**, legal description and **Exhibit "B"** plat, attached hereto and made a part hereof,

The easement herein granted shall include:

the right to construct, reconstruct, inspect, operate, maintain and repair the **Utility Facilities**; the right to enter upon and pass and repass over and along the surface of the **Property** during the construction, reconstruction, or repair of the said **Utility Facilities**;

the right to enter and pass and repass along and through said **Property** at any time and from time to time for purposes of inspection of said **Utility Facilities**.

This easement is granted subject to the following terms and conditions:

1. This easement may only be used by the **Grantee**, its successors and assigns, and their respective employees, agents, contractors, and invitees.
2. It is subject to the **Grantor's** paramount right to use the **Property**, and the **Grantor** reserves to itself and its successors and assigns a continuing right to use and make improvements to the **Property**; provided however, that **Grantor's** improvements do not interfere with **Grantee's** use.
3. In using this **Easement**, **Grantee** shall not unreasonably interfere with the use and operation of **Grantor** on the **Property** or on **Grantor's** adjacent property.
4. **Grantee** shall submit in advance, all plans for installation, construction or reconstruction of the **Utility Facilities** to the **Grantor** for review and approval, and the **Grantee** shall obtain a permit from the **Grantor** prior to the commencement of any such improvements.
5. **Grantor** may temporarily close off the **Property** (or portions thereof) to **Grantee** (which includes **Grantee's** respective employees, agents, contractors and invitees) at any time and for any reason, but shall give **Grantee** at least 48 hours prior notice of any planned closure to the extent reasonably possible. Notwithstanding the foregoing, **Grantor** agrees not to close off the **Property** (or portions thereof) to **Grantee** for more time than is reasonably necessary to complete any required maintenance or repairs to the **Grantor's** facilities.
6. **Grantee** shall not change the existing grade or otherwise modify the topography of **Property** affected by this easement without the prior written consent of **Grantor**.
7. **Grantee** shall not park vehicles within the **Property**, nor permit any portion of the **Property** to be blocked off or obstructed in any manner (except during periods of construction and/or maintenance). **Grantor** shall at all times have free and clear access through and over the **Property** (except during periods of construction and/or maintenance) for vehicular traffic. **Grantee** shall provide a means to allow **Grantor** to place its lock(s) on any gates constructed hereon.

8. **Grantee** shall at all times, and at its sole cost and expense, maintain the **Property** and the **Utility Facilities** constructed thereon by **Grantee** in good condition and repair. **Grantee** shall be responsible for any damage caused by its use of the **Property**, as well as the use of the **Property** by **Grantee's** respective employees, agents, contractors and invitees, and **Grantee** shall promptly repair all such damage at its expense. **Grantee's** maintenance may include trimming vegetation to allow access to the **Utility Facilities**, but **Grantee** must remove and dispose of the resulting plant material.

9. **Grantor** acquired the **Property** in fee for its existing facility and/or future appurtenances. Any additional costs incurred for construction, reconstruction, maintenance, and use of the existing and/or future facilities and appurtenances on **Property** and/or **Grantor's** adjacent property attributable to the presence of the **Utility Facilities** shall be borne solely by **Grantee**. In the event that it will be necessary for the **Utility Facilities** to be relocated or protected as a consequence of the **Grantor's** use of the **Property**, **Grantee** shall bear all related costs.

10. **Grantor** may grant other non-exclusive easements, leases, licenses and permits over the **Property** (or portions thereof) for the benefit of other entities not parties to this grant; provided, however, that such easements, leases, licenses and permits over the **Property** (or portions thereof) do not interfere with **Grantee's** use.

11. **Grantor** shall not be required to contribute any part of the costs of improvements on the **Property**, and furthermore, if **Grantor** is included in an assessment district to pay such costs, **Grantee** shall reimburse **Grantor** for any assessment therefore levied upon it.

12. **Grantee** shall be responsible for securing and maintaining all necessary permits and approvals from other appropriate local, state and federal agencies for its use of the **Property**, and **Grantee** shall comply with all applicable laws and regulations concerning its use of the **Property**.

13. In the event of abandonment by **Grantee** of the rights granted herein, they shall terminate, and **Grantee** shall thereupon, without cost to **Grantor**, restore **Property** to a condition as near as possible to that which existed prior to **Grantee** occupancy, and deliver to **Grantor** a quitclaim of such rights. Non-use for a period of one year shall constitute conclusive evidence of such abandonment.

14. This **Easement** is granted subject to all permits, agreements, licenses, leases, easements, reservations, restrictions, conditions, covenants, encumbrances, liens and claims of title which may affect said **Property**, whether or not of record, including, but not limited to, environmental restrictions and restrictive covenants. The use of the word "grant" herein shall not imply any warranty on the part of the **Grantor** with respect to the **Property**.

15. **Grantee** agrees to indemnify, defend (with counsel reasonably approved by **Grantor**) and hold harmless the **Grantor** and its authorized officers, employees, agents

and volunteers (individually "Indemnified Party" and collectively "Indemnified Parties") from any and all claims, actions, losses, damages, and/or liability arising out of **Grantee's** use of the **Property** pursuant to this grant of easement from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by **Grantor** on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The **Grantee's** indemnification obligation applies to the **Grantor's** "active" as well as "passive" negligence but does not apply to the "sole negligence" or "willful misconduct" of an Indemnified Party or Indemnified Parties, as the case may be, within the meaning of Civil Code Section 2782.

16. To the actual knowledge of the **Grantor**, the **Property** is not contaminated with hazardous materials or hazardous substances, within the meaning of the law.

**SAN BERNARDINO COUNTY
FLOOD CONTROL DISTRICT**

By: _____

Name: James Ramos

Title: Chairman, Board of Supervisors

Date: _____

EXHIBIT "A"
EASEMENT

ALL THAT PORTION OF THAT PART OF LOTS 6 AND 7 OF BLOCK 64 OF THE SAN BERNARDINO RANCHO, AS SHOWN ON THE MAP RECORDED MARCH 10, 1857, IN BOOK 7, PAGE 2 OF MAPS, IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, SAID PART BEING THOSE PARCELS OF LAND DESCRIBED IN DEED TO THE SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT, RECORDED NOVEMBER 10, 1965 IN BOOK 6510, PAGE 150 AND IN DEED RECORDED AUGUST 21, 1962 IN BOOK 5754, PAGE 621, BOTH OF OFFICIAL RECORDS OF SAID COUNTY, SAID PORTION BEING ALL OF SAID PART DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERY CORNER OF PARCEL 7, AS SHOWN ON PARCEL MAP 7442, ON FILE IN BOOK 122 OF PARCEL MAPS AT PAGES 62 THRU 65, INCLUSIVE, RECORDS OF THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA;

THENCE ALONG THE SOUTHEASTERLY LINE OF SAID FLOOD CONTROL DISTRICT LAND AS DESCRIBED IN SAID DEED RECORDED NOVEMBER 10, 1965 IN BOOK 6510, PAGE 150, OF OFFICIAL RECORDS, NORTH 48°25'24" EAST, A DISTANCE OF 884.27 FEET TO THE NORTHEAST CORNER OF SAID DISTRICT LAND;

THENCE ALONG THE NORTHERLY LINE OF SAID FLOOD CONTROL DISTRICT LAND AS DESCRIBED IN SAID DEED RECORDED NOVEMBER 10, 1965 IN BOOK 6510, PAGE 150, OF OFFICIAL RECORDS, NORTH 80°29'20" WEST, A DISTANCE OF 63.33 FEET;

THENCE SOUTH 48°38'19" WEST, A DISTANCE OF 1281.50 FEET;

THENCE SOUTH 41°34'36" EAST, A DISTANCE OF 58.29 FEET TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY LINE OF SAID FLOOD CONTROL DISTRICT LAND AS DESCRIBED IN SAID DEED RECORDED AUGUST 21, 1962 IN BOOK 5754, PAGE 621, OF OFFICIAL RECORDS

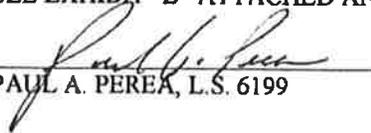
THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE OF SAID FLOOD CONTROL DISTRICT LAND AS DESCRIBED IN SAID DEED RECORDED AUGUST 21, 1962 IN BOOK 5754, PAGE 621 AND DESCRIBED IN SAID DEED RECORDED NOVEMBER 10, 1965 IN BOOK 6510, PAGE 150, BOTH OF OFFICIAL RECORDS, ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 10974.61 FEET, THROUGH A CENTRAL ANGLE OF 1°35'09", AN ARC LENGTH OF 303.76 FEET (A RADIAL LINE OF SAID CURVE THROUGH SAID POINT BEARS NORTH 43°09'45" WEST);

THENCE NORTH 48°25'24" EAST, A DISTANCE OF 133.28 FEET TO THE POINT OF BEGINNING.

CONTAINING: 67,636 SQUARE FEET, OR 1.55 ACRES MORE OR LESS,.

SUBJECT TO ALL COVENANTS, RIGHTS, RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

SEE EXHIBIT "B" ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF.

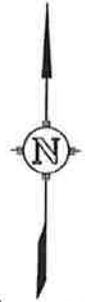

PAUL A. PERERA, L.S. 6199

03/29/15
DATE EXP. 03/31/16



EXHIBIT "B" EASEMENT

POR. LOTS 6 AND 7, BLOCK 64,
RANCHO SAN BERNARDINO,
M.B. 7/2



1" = 200'

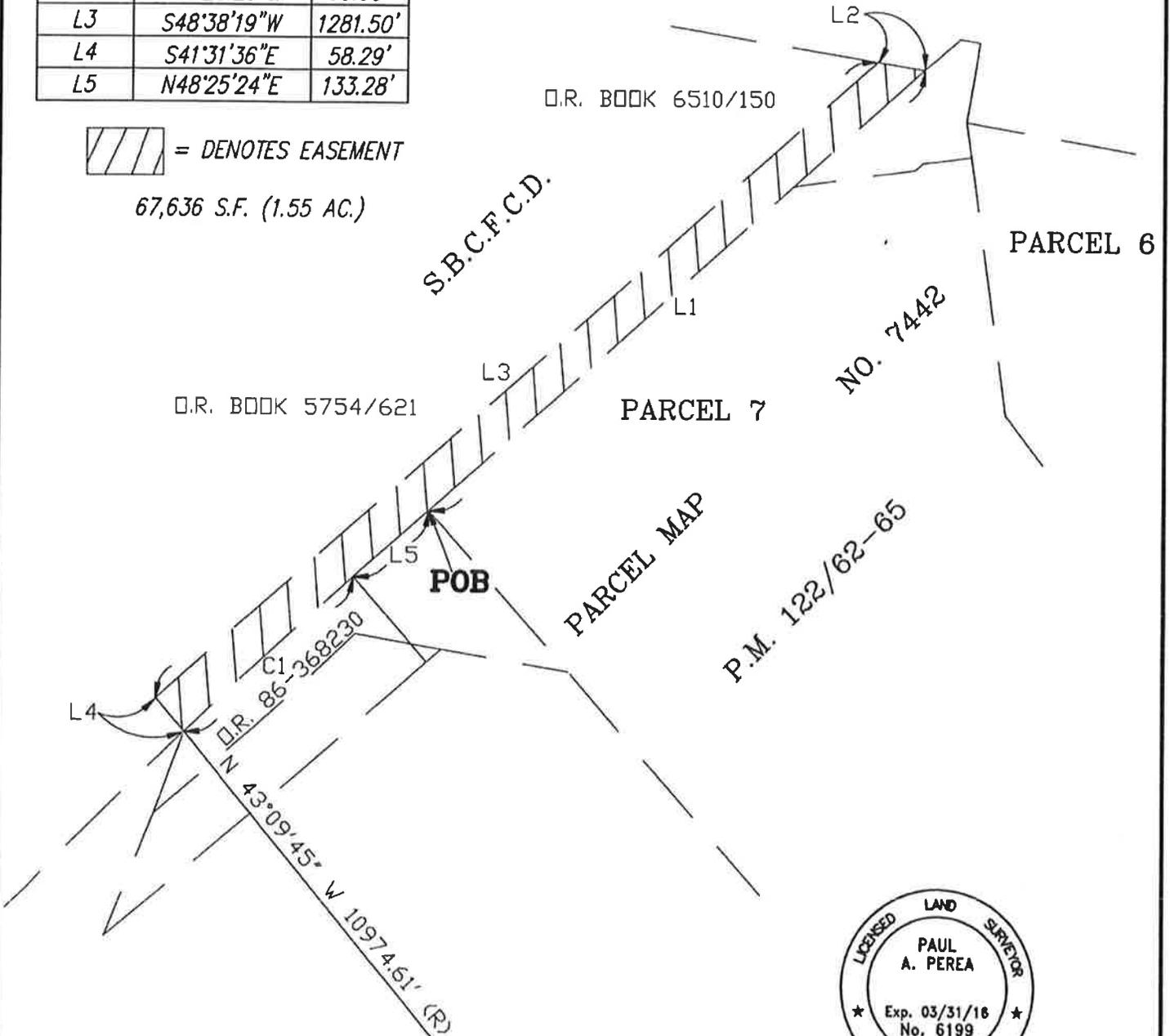
LINE TABLE		
LINE	BEARING	LENGTH
L1	N48°25'24"E	884.27'
L2	N80°29'20"W	63.33'
L3	S48°38'19"W	1281.50'
L4	S41°31'36"E	58.29'
L5	N48°25'24"E	133.28'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	01°35'09"	10974.61'	303.76'



= DENOTES EASEMENT

67,636 S.F. (1.55 AC.)



PLUMP ENGINEERING, INC.

CONSULTING ENGINEERS IN CIVIL, SURVEYING,
ARCHITECTURAL & STRUCTURAL ENGINEERING
914 E. KATELLA AVENUE, ANAHEIM, CA 92805
(714) 385-1835, (714) 385-1834 FAX



Paul Perea

DATE: 4/15/2015 SHEET 2 OF 2



STAFF REPORT

DATE: JANUARY 5, 2016
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
 FROM: BILL SMITH, CITY MANAGER *MS for Bill Smith*
 PREPARED BY: DAVID X. KOLK, Ph.D., UTILITY DIRECTOR *[Signature]*
 SUBJECT: I-10 FREEWAY/MT. VERNON AVENUE INTERCHANGE PROJECT

RECOMMENDED ACTION

It is recommended that the City Council:

1. Approve Cooperative Agreement No.15-1001228 between the City of Colton (City), County of San Bernardino (County) and San Bernardino Associated Governments (SANBAG) for I-10/ Mt. Vernon Avenue Interchange Project (Project), and authorize the City Manager and the City Attorney to approve any minor non-substantive changes.
2. Approve Resolution No. R-01-16 that establishes an appropriation for the I-10 Freeway/ Mt. Vernon Avenue Interchange Project in the amount of \$31,314 and amend the Capital Improvement Program (CIP) to include the Project.

BACKGROUND

The Interstate 10 (I-10) Mount Vernon Avenue Interchange Project is ranked #8 on the SANBAG Valley Interchange Program priority list. As directed by SANBAG Board, project development is to commence on all the remaining interchange projects listed in the top 10 priority list.

Per the Measure I Strategic Plan policy (No. 40005), the local agency is required to submit in writing a request to proceed with the development of a project. On February 13, 2015, the City of Colton requested SANBAG to initiate this project with the City being lead agency for all phases of the project. SANBAG staff responded with a letter dated March 5, 2015, stating that SANBAG would prefer to be the lead agency since SANBAG's contribution is 95% and due to SANBAG's expertise in delivering such projects.

On March 12, 2015, the City responded stating that they would await SANBAG Board direction on which agency would take the lead. On May 6, 2015, SANBAG Board approved their staff recommendation assuming project management responsibilities for all phases of the I-10 Mount Vernon Interchange Project.

ISSUES/ANALYSIS

Cooperative Agreement No.15-1001228 between the City of Colton and SANBAG defines each Agency's roles and responsibilities for the Project Study Report/Project Development Support (PSR/PDS) document phase of the Project. PSR/PDS document contains a report of preliminary engineering efforts, a detailed project alternative analysis, cost, schedule, and project scope information including estimated schedule and cost for environmental mitigation and permit compliance. The cooperative agreement identifies two (2) build alternatives (see Attachment B of the Cooperative Agreement) that will be carried toward the PSR/PDS phase. SANBAG is the lead agency for the Project.

The PSR/PDS phase of the Project is estimated to be \$614,000. The City's contribution for the PSR/PDS phase is \$31,314 (5.1%) and SANBAG's contribution is \$582,686 (94.9%). City's share will come from development impact fees. The remaining project cost for the environmental, plan, specification and estimates (PS&E), right of way (ROW), and construction phases will be estimated as part of the PSR/PDS phase. If the project progresses to such phases the project costs shall be funded with 5.10% Development Share funds and 94.9% Public Share funds, as defined by the Nexus Study.

FISCAL IMPACTS

The City's contribution to the PSR/PDS phase of the Project is \$31,314. The City's Traffic Impact Fees fund (Fund 249) has available funding. Colton's share for this Project will be appropriated upon approval of Resolution No. R-01-16.

ALTERNATIVES

1. Provide alternative direction to staff.

ATTACHMENTS

1. Exhibit A – Cooperative Agreement
2. Exhibit B – Resolution R-01-16

Exhibit A

Cooperative Agreement between the City of Colton and SANBAG

COOPERATIVE AGREEMENT NO. 15-1001228

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF COLTON

FOR

**PLANNING DOCUMENT PREPARATION FOR MOUNT VERNON AVENUE AT
INTERSTATE 10 IN THE CITY OF COLTON**

I. PARTIES AND TERM

- A. THIS COOPERATIVE AGREEMENT (“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 (CITY), (AUTHORITY and CITY may be referred to herein as a “Party” and collectively “Parties”).
- B. This Agreement shall terminate upon completion of the AUTHORITY’s management of the planning phase and upon reimbursement of eligible costs by CITY or December 31, 2018, whichever is earlier in time, except that the indemnification provisions shall remain in effect until terminated or modified, in writing, by mutual agreement. Should any claims arising out of this Agreement be asserted against one of the Parties, the Parties agree to extend the fixed termination date of this Agreement, until such time as the claims are settled, dismissed or paid.

II. RECITALS

- A. WHEREAS, CITY intends to improve the Mount Vernon Avenue at Interstate 10 Interchange in the City of COLTON; and
- B. WHEREAS, two “build” alternatives for planned improvements at Mount Vernon Avenue at Interstate 10 Interchange will be studied and documented as part of the Project Study Report/Project Development Support (PSR/PDS) document as further described in Attachment B, attached hereto and made part of this Agreement, and is defined as the “PROJECT”; and
- C. WHEREAS, the PROJECT is identified in the Measure I 2010-2040 Expenditure Plan and SANBAG Nexus Study (Nexus Study) prepared by the San Bernardino Associated Governments (SANBAG), and approved by the SANBAG Board of Directors on November 6, 2013; and
- D. WHEREAS, the Parties consider PROJECT to be high priority and are willing to participate in funding the PROJECT pursuant to the provisions of the Nexus Study; and

- E. WHEREAS, the Parties wish to enter into this Agreement to delineate roles, responsibilities, and funding commitments relative to the Planning activities of the PROJECT.
- F. WHEREAS, the AUTHORITY's Board of Directors considered the 94.9% Public Share for the PROJECT and directed staff on May 6, 2015, to assume project management responsibilities for all phases of this PROJECT. Project management costs will be included as part of the Project cost and will be distributed per the public and private share percentages established by the Nexus Study per AUTHORITY Policy 40005/VFI-32 and VFI-33; and
- G. WHEREAS, the project planning phase is to study two alternatives, which phase is estimated to cost a total of \$614,000 including \$100,000 for AUTHORITY to provide project management services for the Planning phase; and
- H. WHEREAS, the remaining PROJECT cost for the Environmental, PS&E, ROW, and Construction phases will be estimated as part of this PSR/PDS and if the PROJECT progresses to such phases the PROJECT costs shall be funded with 5.10% Development Share funds and 94.9% Public Share funds, as defined by the Nexus Study and the SANBAG Measure I 2010-2014 Strategic Plan and Policy 40005 VFI-33; and
- I. WHEREAS, roles and responsibilities of future phases of the PROJECT will be addressed in separate agreements.

NOW, THEREFORE, the Parties agree to the following:

III. AUTHORITY RESPONSIBILITIES

AUTHORITY agrees:

- A. To be lead agency on Project Management and Planning and to diligently undertake and complete Planning work on PROJECT, including the selection and retention of consultants. Performance of services under these consultant 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. To contribute towards the Project Management of the PROJECT cost an amount not to exceed \$94,900 as shown in Attachment A. Under no circumstances is the total combined AUTHORITY contribution for the Planning Phase to exceed \$582,686 without an amendment to this agreement.
- C. To prepare and submit to CITY an original signed invoice for reimbursement of eligible PROJECT expenses. Invoices may be submitted to CITY as frequently as monthly.
- D. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support AUTHORITY's request for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT Management and Planning work elements and produce monthly reports which clearly identify

reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by AUTHORITY.

- E. To prepare a final accounting of expenditures, including a final invoice for the actual PROJECT Management and Planning costs. The final accounting and invoice shall be submitted no later than one hundred and twenty (120) calendar days following the completion of work and shall be submitted to CITY. The invoice shall include a statement that these PROJECT funds were used in conformance with this Agreement and for those PROJECT-specific Management and Planning work activities.
- F. To cooperate in having a PROJECT-specific audit completed by CITY, at its option, upon completion of the PROJECT Planning work. The audit should justify and validate that all funds expended on the PROJECT were used in conformance with this Agreement.
- H. To reimburse CITY for costs that are determined by subsequent audit to be unallowable within ninety (90) calendar days of AUTHORITY receiving notice of audit findings, which time shall include an opportunity for AUTHORITY to respond to and/or resolve the finding. Should the finding not be otherwise resolved and AUTHORITY fails to reimburse monies due CITY within ninety (90) calendar days of audit finding, or within such other period as may be agreed between both Parties hereto, the Cities' Council reserves the right to withhold future payments due AUTHORITY from any source under CITY'S control.
- I. To include CITY in Project Development Team (PDT) meetings and related communications on PROJECT progress as well as to provide CITY with copies of PDT meeting minutes and action items.
- J. To provide CITY an opportunity to review and comment on the Planning documents.

IV. **CITY RESPONSIBILITIES**

CITY agrees:

- A. To reimburse AUTHORITY for the actual costs incurred estimated at \$5,100 towards SANBAG Project Management of the PROJECT cost as shown in Attachment A. Under no circumstances is the total combined CITY contribution for the Planning Phase to exceed \$31,314 without an amendment to this Agreement.
- B. To reimburse AUTHORITY within 30 days after AUTHORITY submits an original signed invoice in the proper form covering those actual allowable PROJECT expenditures and SANBAG management that were incurred by AUTHORITY. Invoices may be submitted to CITY as frequently as monthly.
- C. When conducting an audit of the costs claimed under the provisions of this Agreement, to rely to the maximum extent possible on any prior audit of AUTHORITY performed pursuant to the provisions of State and Federal laws. In the absence of such an audit, work of other auditors

will be relied upon to the extent that work is acceptable to CITY when planning on conducting additional audits.

- D. To designate a responsible staff member at no cost to the Project that will be CITY's representative in attending the PDT meetings, receiving day-to-day communication and reviewing the project documents.
- E. To complete review and provide comments on the Project documents within 10 working days of receiving the review request from AUTHORITY.
- F. CITY's Director of the Department of Public Works is authorized to act on behalf of CITY under this Section of the Agreement.

V. MUTUAL RESPONSIBILITIES

The Parties agree:

- A. To abide by all applicable Federal, State and Local laws and regulations pertaining to the PROJECT, including policies in the applicable program in the Measure I 2010-2040 Strategic Plan, as amended, as of the Effective Date of this Agreement.
- B. In the event AUTHORITY determines PROJECT Management and Planning work may exceed the amounts identified in Attachment A of this Agreement, AUTHORITY shall inform CITY of this determination and thereafter the Parties shall work together in an attempt to agree upon an amendment to the amounts identified in this Agreement. In no event, however, shall any of the Parties be responsible for PROJECT costs in excess of the amounts identified in this Agreement absent a written amendment that is approved by all Parties. This Agreement neither binds nor commits AUTHORITY to complete this Planning Phase if the cost exceeds the amount of this Agreement nor to proceed to and fund any further phases of the Project.
- C. Eligible PROJECT reimbursements shall include only those costs incurred by AUTHORITY for PROJECT-specific work activities that are described in this Agreement and shall not include escalation or interest.
- D. 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 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.
- E. 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 and 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.

- F. This Agreement will be considered terminated upon reimbursement of eligible costs by CITY. Notwithstanding any other provision herein, to the extent consistent with the terms and obligations hereof, any Party may terminate this Agreement at any time, with or without cause, by giving thirty (30) calendar days written notice to all the other Parties. In the event of a termination, the Party terminating this Agreement shall be liable for any costs or other obligations it may have incurred under the terms of the Agreement prior to termination.
- G. The Recitals to this Agreement are true and correct and are incorporated into this Agreement.
- H. All signatories hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by 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 by 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 provisions of this Agreement is 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 cannot be amended or modified in any way except in writing, signed by all Parties hereto.
- M. Neither this Agreement, nor any of the Parties rights, obligations, duties, or authority hereunder may be assigned in whole or in part by either Party without the prior written consent of the other Party in its sole, and absolute, discretion. Any such attempt of assignment shall be deemed void and of no force and effect.
- N. No waiver of any default shall constitute a waiver of any other default 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.

- O. 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 D and E of this Section.
- P. This Agreement may be signed in counterparts, each of which shall constitute an original. This Agreement is effective and shall be dated on the date executed by AUTHORITY.
- Q. Any notice required, authorized or permitted 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 or by reputable courier addressed to the relevant party at the address/fax number stated below:

If to AUTHORITY: Garry Cohoe
Director of Project Delivery
1170 West Third Street, Second Floor
San Bernardino, CA 92410-1715
Telephone: (909) 884-8276

If to CITY: Dr. David Kolk
Department of Public Works
160 South 10th Street
Colton, CA 92324
Telephone: (909) 370-6199

- R. There are no third party beneficiaries, and this Agreement is not intended, and shall not be construed to be for the benefit of, or be enforceable by, any other person or entity whatsoever.

SIGNATURES ON FOLLOWING PAGE:

**SIGNATURE PAGE TO
COOPERATIVE AGREEMENT NO. 15-1001228
BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
and CITY OF COLTON**

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

CITY OF COLTON

By: _____
Ryan McEachron
President, Board of Directors

By: _____

Date: _____

Date: _____

APPROVED AS TO FORM

APPROVED AS TO FORM AND
PROCEDURE:

By: _____
Eileen Monaghan Teichert
General Counsel

By: _____
CITY Attorney

By: _____
Jeffery Hill
Procurement Manager

Attachment A

PROJECT DESCRIPTION

The CITY of COLTON and AUTHORITY propose to develop a PSR/PDS studying two build alternatives for providing improvements to Mount Vernon Ave at Interstate 10.

PROJECT FUNDING TABLE

Public Share: 94.9%

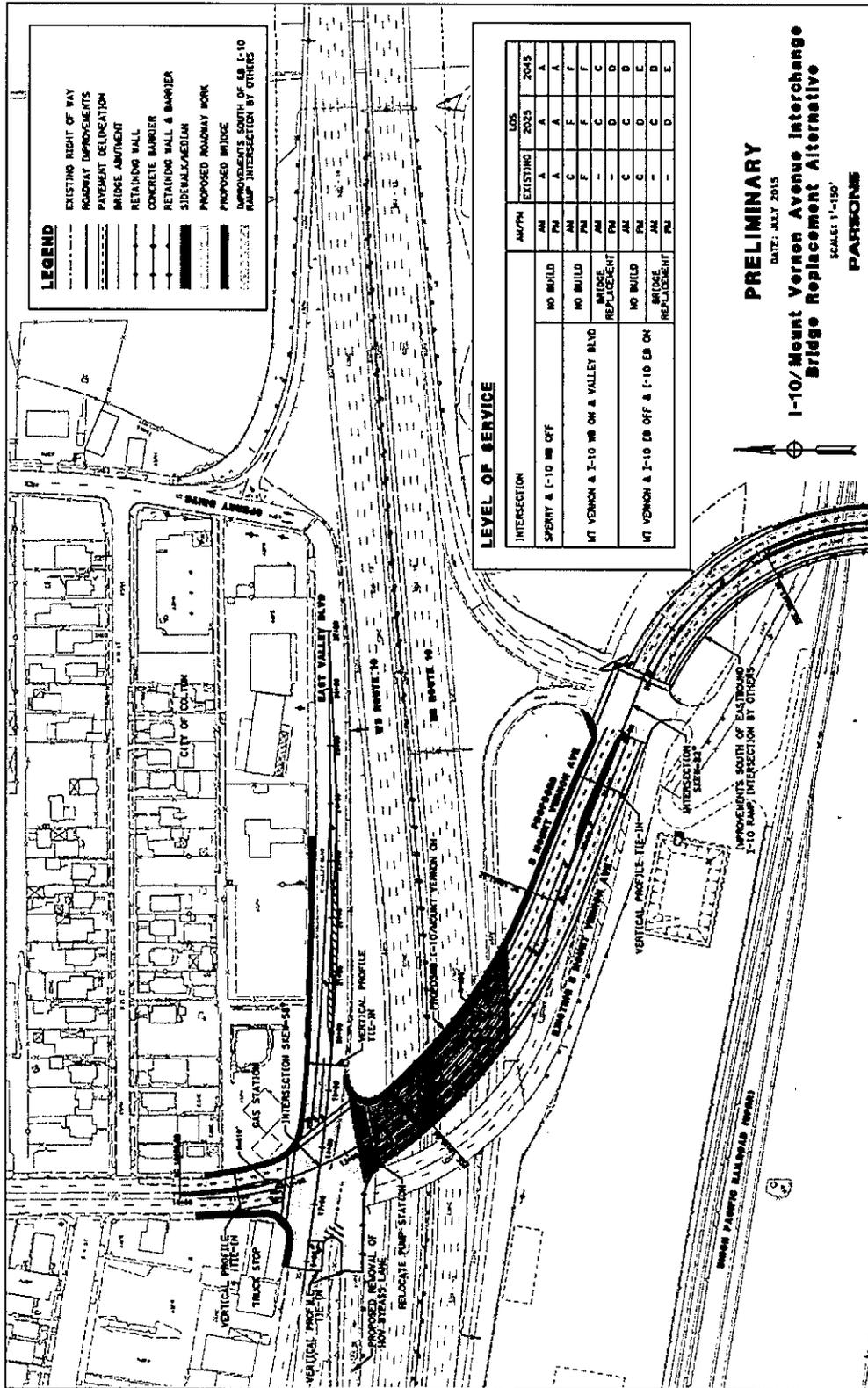
Nexus Development Impact Fee Share (DIF, "Development Share" or "Local Share"): 5.10%

Local Jurisdictional Split of the DIF Share: COLTON 100%

Phase	Estimated Cost*	Public Share	Development Share
Project Study Report/Project Development Support	\$415,000	\$393,835	\$21,165
Caltrans PSR/PDS Review	\$99,000	\$93,951	\$5,049
SANBAG Project Management	\$100,000	\$94,900	\$5,100
Total	\$614,000	\$582,686	\$31,314

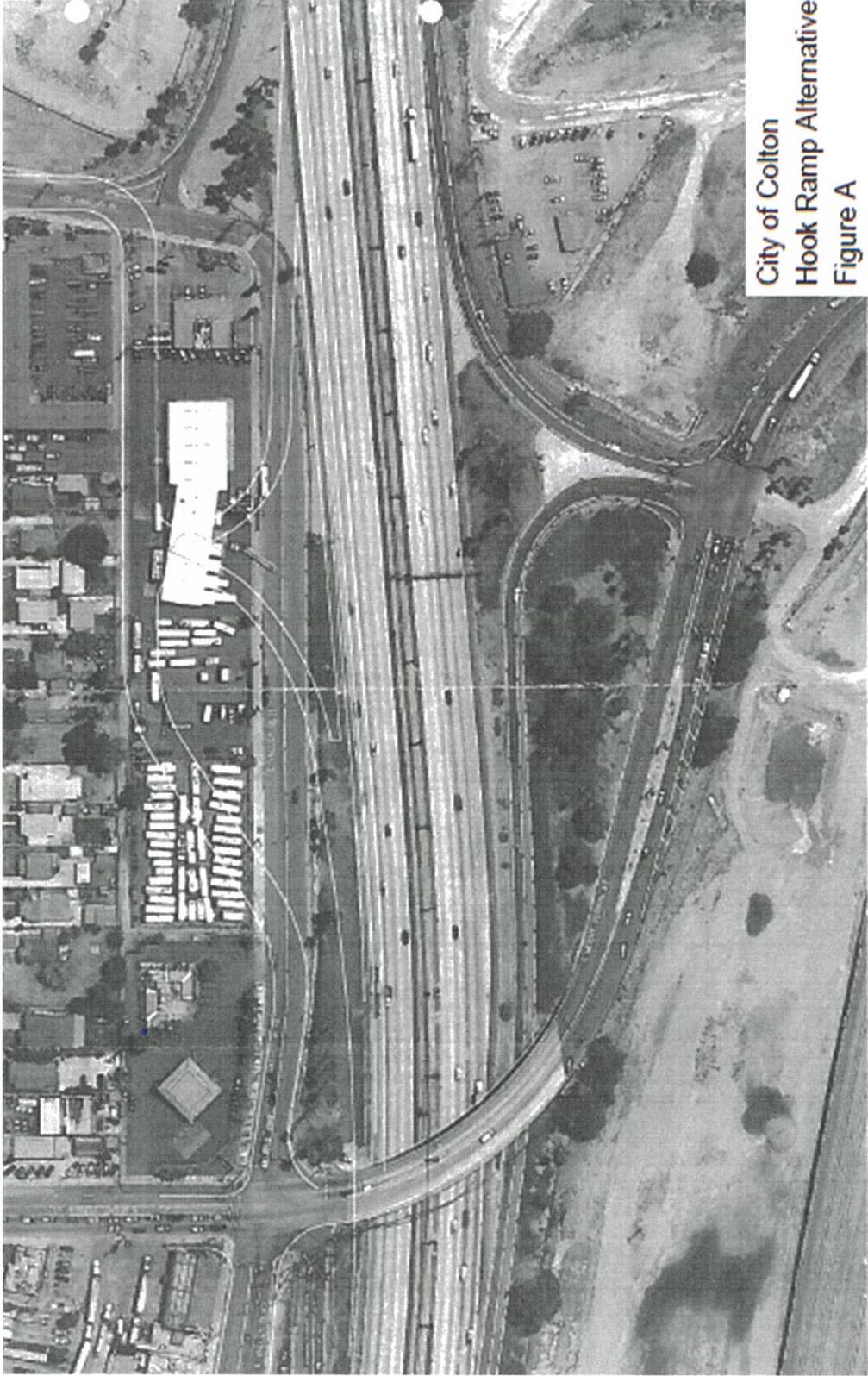
* Caltrans coordination has not occurred to determine the level of the planning document. A low level document is assumed with two build alternatives.

CONCEPTUAL BUILD ALTERNATIVE



Attachment B

CONCEPTUAL BUILD ALTERNATIVE



City of Colton
Hook Ramp Alternative
Figure A

COOPERATIVE AGREEMENT NO. 15-1001228

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF COLTON

FOR

**PLANNING DOCUMENT PREPARATION FOR MOUNT VERNON AVENUE AT
INTERSTATE 10 IN THE CITY OF COLTON**

I. PARTIES AND TERM

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II. RECITALS

- A. WHEREAS, CITY intends to improve the Mount Vernon Avenue at Interstate 10 Interchange in the City of COLTON; and
- B. WHEREAS, two “build” alternatives for planned improvements at Mount Vernon Avenue at Interstate 10 Interchange will be studied and documented as part of the Project Study Report/Project Development Support (PSR/PDS) document as further described in Attachment B, attached hereto and made part of this Agreement, and is defined as the “PROJECT”; and
- C. WHEREAS, the PROJECT is identified in the Measure I 2010-2040 Expenditure Plan and SANBAG Nexus Study (Nexus Study) prepared by the San Bernardino Associated Governments (SANBAG), and approved by the SANBAG Board of Directors on November 6, 2013; and
- D. WHEREAS, the Parties consider PROJECT to be high priority and are willing to participate in funding the PROJECT pursuant to the provisions of the Nexus Study; and

- E. WHEREAS, the Parties wish to enter into this Agreement to delineate roles, responsibilities, and funding commitments relative to the Planning activities of the PROJECT.
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- G. WHEREAS, the project planning phase is to study two alternatives, which phase is estimated to cost a total of \$614,000 including \$100,000 for AUTHORITY to provide project management services for the Planning phase; and
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- I. WHEREAS, roles and responsibilities of future phases of the PROJECT will be addressed in separate agreements.

NOW, THEREFORE, the Parties agree to the following:

III. AUTHORITY RESPONSIBILITIES

AUTHORITY agrees:

- A. To be lead agency on Project Management and Planning and to diligently undertake and complete Planning work on PROJECT, including the selection and retention of consultants. Performance of services under these consultant 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. To contribute towards the Project Management of the PROJECT cost an amount not to exceed \$94,900 as shown in Attachment A. Under no circumstances is the total combined AUTHORITY contribution for the Planning Phase to exceed \$582,686 without an amendment to this agreement.
- C. To prepare and submit to CITY an original signed invoice for reimbursement of eligible PROJECT expenses. Invoices may be submitted to CITY as frequently as monthly.
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reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by AUTHORITY.

- E. To prepare a final accounting of expenditures, including a final invoice for the actual PROJECT Management and Planning costs. The final accounting and invoice shall be submitted no later than one hundred and twenty (120) calendar days following the completion of work and shall be submitted to CITY. The invoice shall include a statement that these PROJECT funds were used in conformance with this Agreement and for those PROJECT-specific Management and Planning work activities.
- F. To cooperate in having a PROJECT-specific audit completed by CITY, at its option, upon completion of the PROJECT Planning work. The audit should justify and validate that all funds expended on the PROJECT were used in conformance with this Agreement.
- H. To reimburse CITY for costs that are determined by subsequent audit to be unallowable within ninety (90) calendar days of AUTHORITY receiving notice of audit findings, which time shall include an opportunity for AUTHORITY to respond to and/or resolve the finding. Should the finding not be otherwise resolved and AUTHORITY fails to reimburse monies due CITY within ninety (90) calendar days of audit finding, or within such other period as may be agreed between both Parties hereto, the Cities' Council reserves the right to withhold future payments due AUTHORITY from any source under CITY'S control.
- I. To include CITY in Project Development Team (PDT) meetings and related communications on PROJECT progress as well as to provide CITY with copies of PDT meeting minutes and action items.
- J. To provide CITY an opportunity to review and comment on the Planning documents.

IV. CITY RESPONSIBILITIES

CITY agrees:

- A. To reimburse AUTHORITY for the actual costs incurred estimated at \$5,100 towards SANBAG Project Management of the PROJECT cost as shown in Attachment A. Under no circumstances is the total combined CITY contribution for the Planning Phase to exceed \$31,314 without an amendment to this Agreement.
- B. To reimburse AUTHORITY within 30 days after AUTHORITY submits an original signed invoice in the proper form covering those actual allowable PROJECT expenditures and SANBAG management that were incurred by AUTHORITY. Invoices may be submitted to CITY as frequently as monthly.
- C. When conducting an audit of the costs claimed under the provisions of this Agreement, to rely to the maximum extent possible on any prior audit of AUTHORITY performed pursuant to the provisions of State and Federal laws. In the absence of such an audit, work of other auditors

will be relied upon to the extent that work is acceptable to CITY when planning on conducting additional audits.

- D. To designate a responsible staff member at no cost to the Project that will be CITY's representative in attending the PDT meetings, receiving day-to-day communication and reviewing the project documents.
- E. To complete review and provide comments on the Project documents within 10 working days of receiving the review request from AUTHORITY.
- F. CITY's Director of the Department of Public Works is authorized to act on behalf of CITY under this Section of the Agreement.

V. MUTUAL RESPONSIBILITIES

The Parties agree:

- A. To abide by all applicable Federal, State and Local laws and regulations pertaining to the PROJECT, including policies in the applicable program in the Measure I 2010-2040 Strategic Plan, as amended, as of the Effective Date of this Agreement.
- B. In the event AUTHORITY determines PROJECT Management and Planning work may exceed the amounts identified in Attachment A of this Agreement, AUTHORITY shall inform CITY of this determination and thereafter the Parties shall work together in an attempt to agree upon an amendment to the amounts identified in this Agreement. In no event, however, shall any of the Parties be responsible for PROJECT costs in excess of the amounts identified in this Agreement absent a written amendment that is approved by all Parties. This Agreement neither binds nor commits AUTHORITY to complete this Planning Phase if the cost exceeds the amount of this Agreement nor to proceed to and fund any further phases of the Project.
- C. Eligible PROJECT reimbursements shall include only those costs incurred by AUTHORITY for PROJECT-specific work activities that are described in this Agreement and shall not include escalation or interest.
- D. 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 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.
- E. 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 and 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.

- F. This Agreement will be considered terminated upon reimbursement of eligible costs by CITY. Notwithstanding any other provision herein, to the extent consistent with the terms and obligations hereof, any Party may terminate this Agreement at any time, with or without cause, by giving thirty (30) calendar days written notice to all the other Parties. In the event of a termination, the Party terminating this Agreement shall be liable for any costs or other obligations it may have incurred under the terms of the Agreement prior to termination.
- G. The Recitals to this Agreement are true and correct and are incorporated into this Agreement.
- H. All signatories hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by 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 by 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 provisions of this Agreement is 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 cannot be amended or modified in any way except in writing, signed by all Parties hereto.
- M. Neither this Agreement, nor any of the Parties rights, obligations, duties, or authority hereunder may be assigned in whole or in part by either Party without the prior written consent of the other Party in its sole, and absolute, discretion. Any such attempt of assignment shall be deemed void and of no force and effect.
- N. No waiver of any default shall constitute a waiver of any other default 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.

- O. 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 D and E of this Section.
- P. This Agreement may be signed in counterparts, each of which shall constitute an original. This Agreement is effective and shall be dated on the date executed by AUTHORITY.
- Q. Any notice required, authorized or permitted 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 or by reputable courier addressed to the relevant party at the address/fax number stated below:

If to AUTHORITY: Garry Cohoe
Director of Project Delivery
1170 West Third Street, Second Floor
San Bernardino, CA 92410-1715
Telephone: (909) 884-8276

If to CITY: Dr. David Kolk
Department of Public Works
160 South 10th Street
Colton, CA 92324
Telephone: (909) 370-6199

- R. There are no third party beneficiaries, and this Agreement is not intended, and shall not be construed to be for the benefit of, or be enforceable by, any other person or entity whatsoever.

SIGNATURES ON FOLLOWING PAGE:

**SIGNATURE PAGE TO
COOPERATIVE AGREEMENT NO. 15-1001228
BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
and CITY OF COLTON**

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

CITY OF COLTON

By: _____
Ryan McEachron
President, Board of Directors

By: _____

Date: _____

Date: _____

APPROVED AS TO FORM

APPROVED AS TO FORM AND
PROCEDURE:

By: _____
Eileen Monaghan Teichert
General Counsel

By: _____
CITY Attorney

By: _____
Jeffery Hill
Procurement Manager

Attachment A

PROJECT DESCRIPTION

The CITY of COLTON and AUTHORITY propose to develop a PSR/PDS studying two build alternatives for providing improvements to Mount Vernon Ave at Interstate 10.

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Public Share: 94.9%

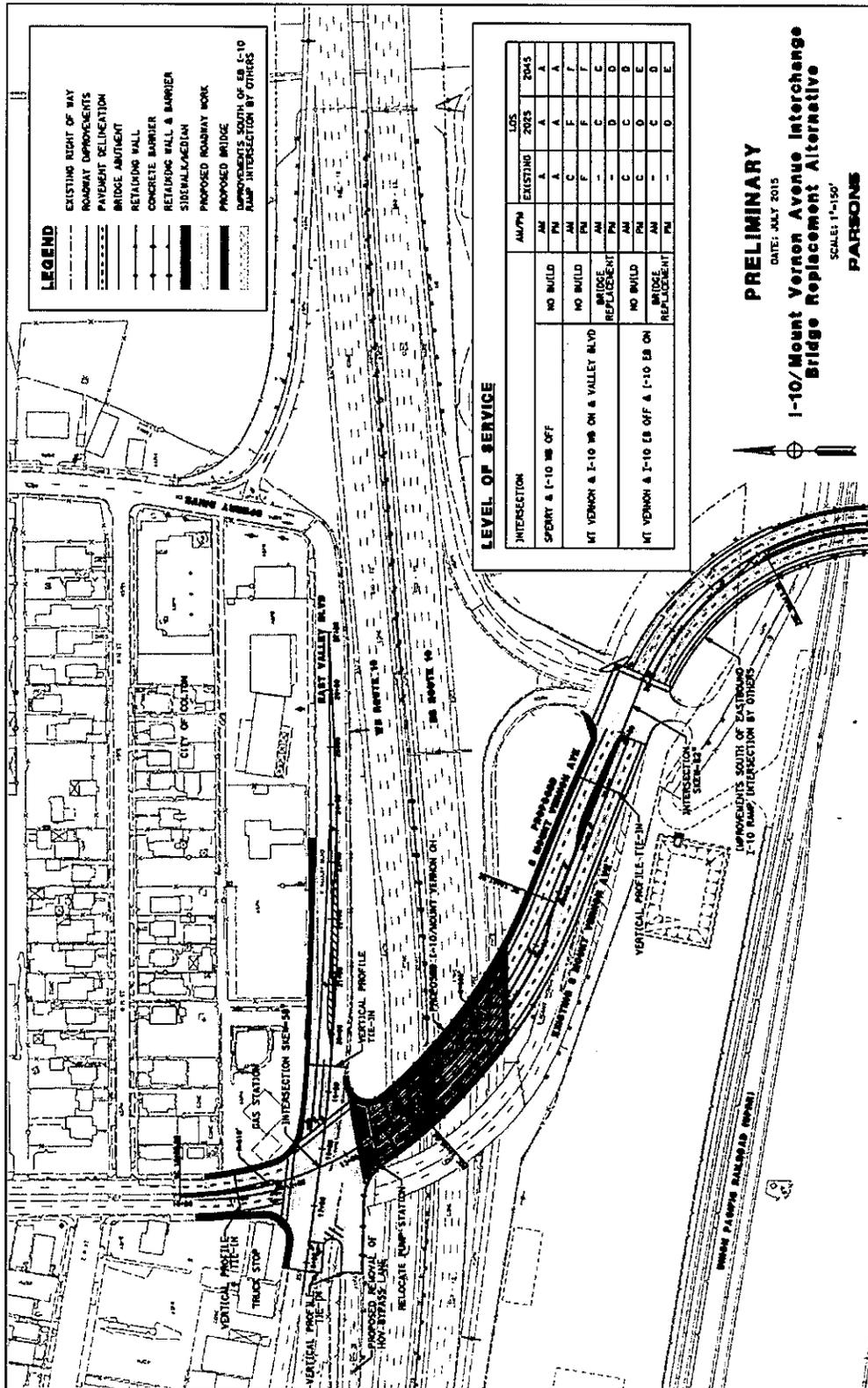
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Local Jurisdictional Split of the DIF Share: COLTON 100%

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SANBAG Project Management	\$100,000	\$94,900	\$5,100
Total	\$614,000	\$582,686	\$31,314

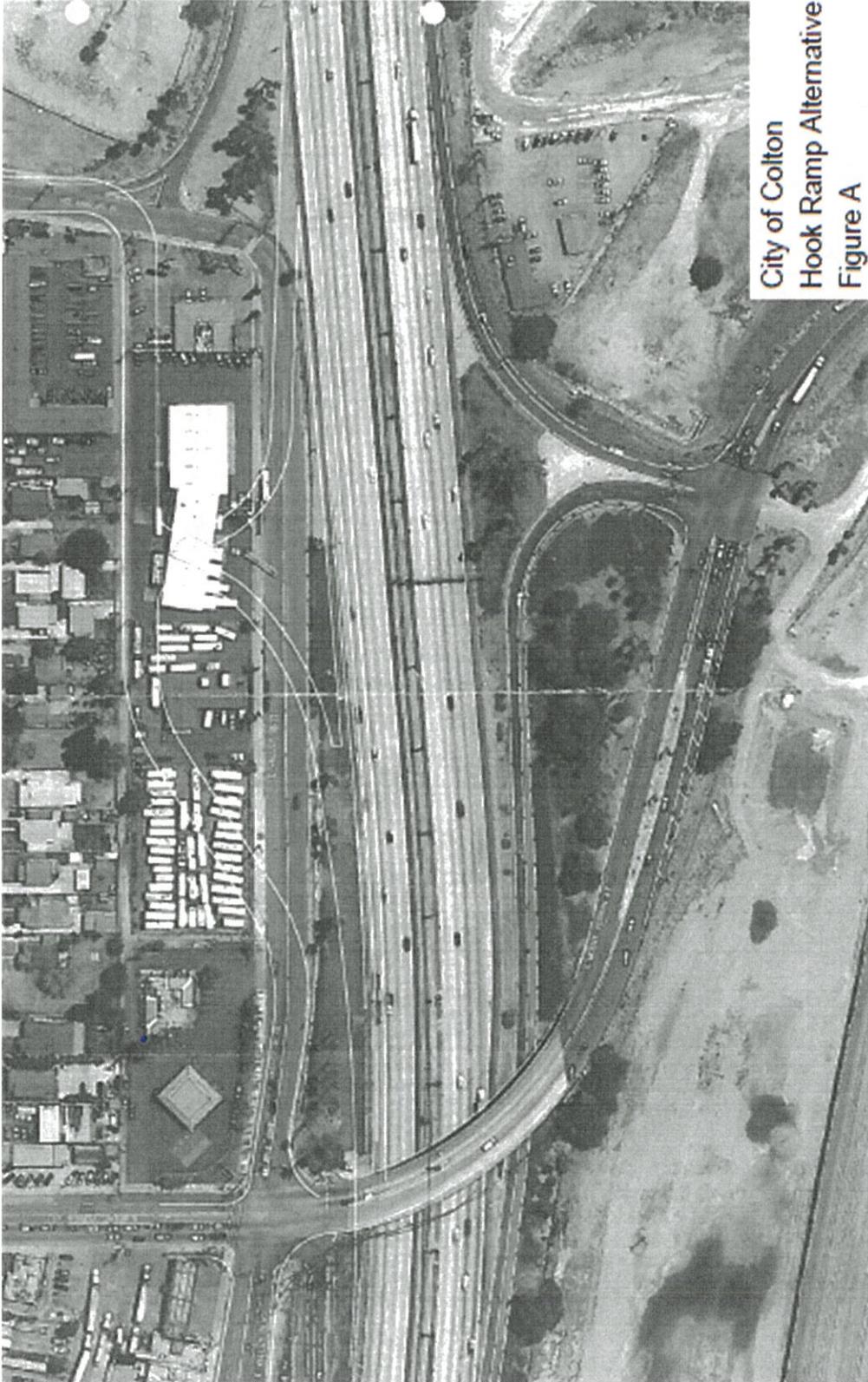
* Caltrans coordination has not occurred to determine the level of the planning document. A low level document is assumed with two build alternatives.

CONCEPTUAL BUILD ALTERNATIVE



Attachment B

CONCEPTUAL BUILD ALTERNATIVE



City of Colton
Hook Ramp Alternative
Figure A

Exhibit B

Resolution R-01-16

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RESOLUTION NO. R-01-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLTON, TO AMEND THE FISCAL YEAR 2015/2016 CAPITAL IMPROVEMENT BUDGET TO SET UP AND APPROPRIATE \$31,314 INTO A NEW TRAFFIC IMPACT FEES ACCOUNT FOR THE I-10 FREEWAY/MT. VERNON AVENUE INTERCHANGE PROJECT

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, the City and SANBAG will enter into a cooperative agreement for the preparation of the Project Study Report (PSR) for the I-10/Mt. Vernon Avenue Interchange Project; and

WHEREAS, the estimated cost of preparing the PSR is \$614,000; and

WHEREAS, the City needs to provide a local match in the amount of \$31,314 (5.1%) and SANBAG’s contribution is \$582,686 (94.9%); and

WHEREAS, the Traffic Impact Fee is a fee that is imposed by the local government within the United States on a new or proposed development project to pay for all or a portion of the costs of providing public services to the new development; and

WHEREAS, a budget appropriation for approved activities, not listed in the 2015-2016 Fiscal Year budget is required and must be approved by resolution of the City Council.

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF COLTON DOES HEREBY RESOLVE AS FOLLOWS:

Section 1 The City Council authorizes an appropriation of \$31,314. As an adjustment to the Fiscal Year 2015-2016 budget as follows:

- Increase new expenditure account 249-6150- 1503-3890 in the amount of \$31,314. (I-10 Freeway/Mt. Vernon Ave Interchange Project)

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PASSED, ADOPTED AND APPROVED THIS 5th DAY OF JANUARY 2016.

Richard A. DeLaRosa, Mayor

ATTEST:

Carolina R. Padilla, City Clerk



AGENDA REPORT

DATE: JANUARY 5, 2016
 TO: HONORABLE MAYOR AND CITY COUNCIL
 FROM: BILL SMITH, CITY MANAGER *Not for Bill Smith*
 CARLOS CAMPOS, CITY ATTORNEY
 SUBJECT: RESOLUTION PROCLAIMING THE TERMINATION OF A LOCAL EMERGENCY RELATED TO THE SAN BERNARDINO SHOOTING EVENT

RECOMMENDED ACTION

It is recommended that the City Council adopt the following:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLTON PROCLAIMING THE TERMINATION OF A LOCAL EMERGENCY RELATED TO THE SAN BERNARDINO SHOOTING EVENT

BACKGROUND

California Government Code, Section 8630 and Section 2.28.070 of the Colton Municipal Code empower the Director of Emergency Services/City Manager to proclaim a local emergency if the City Council is not in session and requires that the City Council ratify the proclamation. Once a local emergency is concluded and there is no longer any peril to persons and/or property, the City Council is authorized to terminate the local emergency.

ISSUES/ANALYSIS

Conditions of extreme peril to the safety of persons and property arose within the City of Colton and the adjacent City of San Bernardino, caused by the terrorist attack commencing on or about 11:04 a.m. on December 2, 2015, at the Inland Regional Center located at 1365 S. Waterman Avenue within the City of San Bernardino. In response to the terrorist attack, resources from the City were immediately required and dispatched to care for, protect and ensure the ongoing safety of City employees and residents, including victims of the shooting transported to Arrowhead Regional Medical Center in the City of Colton.

As a result, the City Manager, acting as the Director of Emergency Services, proclaimed the existence of a local emergency on the 11th day of December, 2015 based upon the shooting event. Subsequently, the City Council ratified the City Manager's proclamation at the City Council meeting held on the 15th day of December.

California Government Code, Section 8630(c) and (d) provide that once a local emergency is proclaimed:

(c) The governing body shall review the need for continuing the local emergency at least once every 30 days until the governing body terminates the local emergency; and

(d) The governing body shall proclaim the termination of the local emergency at the earliest possible date that conditions warrant.

Given that the situation San Bernardino shooting event is now deemed to be within the control of the normal protective services, personnel, equipment, and facilities of and within the City of Colton, there is no need to continue the proclamation. As a result, it is recommended that the Council terminate the local emergency.

FISCAL IMPACT

None. The original declaration and ratification by the Council makes the City eligible for any reimbursement available from the State.

ALTERNATIVES

1. Find that conditions of peril continue to exist and continue the declaration of emergency.
2. Provide alternative direction to the City Manager.

ATTACHMENTS

1. Resolution No. R-02-16

Report Prepared By: City Attorney

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RESOLUTION NO. R-02-16

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLTON
PROCLAIMING THE TERMINATION OF A LOCAL EMERGENCY
RELATED TO THE SAN BERNARDINO SHOOTING EVENT**

WHEREAS, California Government Code, Section 8630 and Section 2.28.070 of the Colton Municipal Code empower the Director of Emergency Services/City Manager to proclaim a local emergency if the City Council is not in session and requires that the City Council shall take action to ratify the proclamation; and

WHEREAS, conditions of extreme peril to the safety of persons and property arose within the City of Colton and the adjacent City of San Bernardino, caused by the terrorist attack commencing on or about 11:04 a.m. on the day of December 2, 2015, at the Inland Regional Center located at 1365 S. Waterman Avenue within the City of San Bernardino, and subsequent terrorist investigations occurring, and at which time the City Council of the City of Colton was not in session; and

WHEREAS, in response to the terrorist attack, resources from the City were immediately required and expended to care for, protect and ensure the ongoing safety of City employees and residents, including victims of the shooting transported to Arrowhead Regional Medical Center in the City of Colton, and

WHEREAS, the City Manager, acting as the Director of Emergency Services, did proclaim the existence of a local emergency on the 11th day of December, 2015 based upon the shooting event; and

WHEREAS, the City Council ratified the City Manager's declaration on the 15th day of December; and

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WHEREAS, the situation resulting from said conditions of extreme peril are now deemed to be within the control of the normal protective services, personnel, equipment, and facilities of and within the City of Colton;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Colton that the Proclamation of Existence of a Local Emergency, as issued by the Director of Emergency Services/City Manager and ratified by the City Council, is hereby terminated.

PASSED, APPROVED AND ADOPTED this 5th day of January, 2016.

Richard A. De La Rosa, Mayor

ATTEST:

Carolina R. Padilla, City Clerk

APPROVED AS TO FORM:

Carlos Campos, City Attorney



STAFF REPORT

DATE: JANUARY 5, 2016
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
 FROM: CITY ATTORNEY
 SUBJECT: SPECIAL COUNSEL CONTRACT(S) FOR HEALTH AND SAFETY
 CODE SECTION 17980.7(c) RECEIVERSHIP LITIGATION AND/OR
 AUTHORIZATION FOR CITY MANAGER TO REVIEW AND SIGN
 SUCH CONTRACTS

RECOMMENDED ACTION

It is recommended that the City Council authorize the City Manager to review and sign deferred billing contracts with the Law Offices of Charisse L. Smith for Receivership Services.

BACKGROUND

The Law Offices of Charisse L. Smith has provided Receivership Services to the City to rehabilitate distressed properties in the City at no direct costs to the City. Specifically, with the assistance of Ms. Smith's office, two properties in the City were completely rehabilitated and sold by the respective receivers eliminating blight and public nuisances in the community. In these cases, Ms. Smith was paid directly through a court-ordered sale of the properties after the properties were rehabilitated by the receiver.

At this time, the City seeks to contract with Ms. Smith for services specifically related to receivership litigation pursuant to California Health & Safety Code Section 17980.7. As noted, in these types of actions, in most instances, the costs incurred by Ms. Smith are paid directly through a court-ordered sale of the property after the receiver has either directly rehabbed the property or sold the property to an investor who agrees to rehab the property. Accordingly, Ms. Smith proposes to defer billing until the close of the case and/or recovery of settlement proceeds or a judgment from the court. The City is not billed attorneys' fees directly for this type of case on a monthly basis. The contracts provide that in the event the Court awards Ms. Smith a lesser amount than the amount of attorneys' fees actually incurred, Ms. Smith agrees to accept the amount awarded by the court. Additionally, the contracts provide in no event, shall fees and costs paid directly by the City exceed \$20,000.00 for any individual property.

The City Manager's authority to sign contracts is \$25,000.00. While these individual contracts for Receivership Services are capped at \$20,000 and thus do not exceed the City Manager's authority, in an abundance of caution, the City Attorney's Office advises that the City Council either consider and approve each proposed "deferred billing contract" with Ms. Smith's office, or give the City Manager the authority to enter into the separate "deferred billing contracts" with Ms. Smith's office since no one contract will exceed the City Manager's authority.

ISSUES/ANALYSIS

Ms. Smith's office has completed two such receivership actions for the City: one at 610 East F Street, and one at 475 Armory Court. In both instances, the properties were completely rehabilitated and sold by the respective receivers, substantially increasing the value of the homes and eliminating continuing complaints from the neighboring property owners. In both cases, the City did not pay any attorneys' fees directly to Ms. Smith's office, and the City recovered all previous abatement costs. Without such deferred billing contracts, the City will need to continue to spend its resources in attempting to keep vacant or abandoned properties secured and clear of trash and debris, and the properties may eventually get to the point of needing to be demolished rather than rehabilitated. The City can record administrative liens against the properties to recover its costs, and can even specially assess the properties. However, in either case, the City must wait for a foreclosure sale, traditional sale, or tax sale of the property in order to recover its abatement costs, which could be several years after they are incurred. Accordingly, the City Attorney's Office recommends that the City Council authorize the City Manager to enter the above described "deferred billing contracts" with Ms. Smith's Office.

FISCAL IMPACTS

It is not intended for the City to bear the costs for these receivership actions and the risk to collect fees and costs is shifted to Ms. Smith's firm. However, there may be unforeseen circumstances where, for one reason or another, the property itself does not sustain a receivership action. In such cases, the City may be responsible for a portion of Ms. Smith's fees and costs, capped at \$20,000. Moreover, since the City has not budgeted for these services should any situation arise where the City would have to bear the fees and costs, this would require an additional budget appropriation.

ENVIRONMENTAL IMPACTS

None.

ALTERNATIVES

1. Approve Recommendation to allow City Manager to sign deferred billing contracts with Ms. Smith's office for no more than \$20,000.00 each.
2. Direct the Code Compliance Division to place each separate deferred billing contract on the City Council Agenda for review and approval by the City Council.

ATTACHMENTS

1. Exhibit A – Sample Deferred Billing Contracts

**CITY OF COLTON
LEGAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this 7th day of October, 2015, by and between the City of Colton, a municipal corporation organized under the laws of the State of California with its principal place of business at 650 N. La Cadena Drive, Colton, California 92324 (“City”) and the Law Offices of Charisse L. Smith, a sole proprietor with its principal place of business at 9620 Center Avenue, Suite 130, Rancho Cucamonga, California 91730 (“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 legal services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Projects.

City desires to engage Consultant to render such services for various projects relating to Code Enforcement matters (“Projects”) as set forth in this Agreement.

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 legal services necessary for the Projects (“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 October 7, 2015 to October 6, 2016, 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 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: Charisse L. Smith.

3.2.5 City's Representative. The City hereby designates William R. Smith, or his 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 designee.

3.2.6 Consultant's Representative. Consultant hereby designates Charisse L. Smith, 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 and Liquidated Damages. 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 sub-sections.

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.

3.2.11 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. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.11.2 Minimum Requirements. 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.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: One Million Dollars (\$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*: One Million Dollars (\$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 One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

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 Two Hundred Thousand Dollars (\$200,000) per claim, Six Hundred Thousand Dollars (\$600,000) per year in the aggregate, and shall be endorsed to include contractual liability.

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) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the 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.

(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.

(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 prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers.

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

3.2.11.6 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 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. 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.

3.2.11.9 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. In no event, shall the total compensation paid directly by the City exceed Twenty Thousand Dollars (\$20,000.00) without written approval from the City. 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 receive compensation as stated in Exhibit "C" attached hereto and incorporated herein by reference. In the event, payment is not received directly from the proceeds of any court-ordered sale of the Property described in Exhibit "B," Consultant shall provide the City with a statement which shall describe the amount of Services and supplies provided since the initial commencement date 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 be reimbursed for expenses as set forth in Exhibit "C" attached hereto and incorporated herein by this reference. Consultant shall submit a statement for expenses related to the litigation upon receipt of such expenses. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

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 re-use 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:

Law Offices of Charisse L. Smith
9620 Center Avenue, Suite 130
Rancho Cucamonga, CA 91730
Attn: Charisse L. Smith

City:

City of Colton
650 N. La Cadena Drive
Colton, CA 92324
Attn: William R. Smith
City Manager

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

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 3.5.6.1 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 CHARISSE L. SMITH**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the 7th day of October 2015.

CITY OF COLTON

By: _____
William R. Smith
City Manager

Attest: _____
City Clerk

LAW OFFICES OF CHARISSE L. SMITH

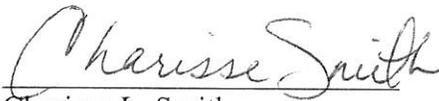
By: 
Charisse L. Smith

EXHIBIT "A"

SCOPE OF SERVICES

The scope of services shall involve providing the City of Colton with legal services for pursuing litigation under California Health and Safety Code Section 17980.7 against the specific real property commonly known as 1109 N. 7th Street, Colton, California, APN 0161-083-13 (the "Property"). The property owner appears to be deceased and the lender has have failed to comply with orders of the Building Official who has determined that the property shows numerous unsafe and unsanitary conditions.

EXHIBIT "B"

SCHEDULE OF SERVICES

The term of this Agreement shall be from October 7, 2015 to October 6, 2016, 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 as set in the City's sole discretion. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

EXHIBIT "C"
COMPENSATION

DEFERRED FEES

Attorney Rate \$295.00 per hour
Paralegal Rate \$135.00 per hour

Billing is deferred until the close of the case and/or recovery of settlement proceeds or a judgment from the court. Therefore, the City is not billed attorneys' fees directly for this type of case on a monthly basis. Consultant may compromise and settle the amount of attorneys' fees; however, in the event of a proposed settlement of attorneys' fees where the City is expected to pay any portion of the fees to Consultant, Consultant agrees to seek the written approval of the City Manager prior to entering any such agreement. Consultant will diligently seek to recover all fees from the proceeds of any court-ordered sale of the Property, along with recovery of all costs associated with the Litigation, which costs will be billed to the City at the rates below and at the time incurred by Consultant. In the event the Court awards Consultant a lesser amount than the amount of attorneys' fees than those actually incurred, Consultant agrees to accept the amount of award of attorneys' fees from the court. In no event, shall fees and costs paid directly by the City, exceed \$20,000.00.

REIMBURSABLE EXPENSES

Mileage:

No charge for mileage to travel to or from court, or to meetings in Colton. Consultant will bill for time traveling to and from any meetings and/or court hearings, from Consultant's office in Rancho Cucamonga.

Other costs:

Actual costs will be charged for extraordinary telephone and document delivery charges, copying charges (\$.15 for black and white copies and \$.60 for color copies), postage (actual postage, plus 15% of the cost of postage, to cover meter expenses), computerized research, court filing fees and other court-related expenditures including court reporter and transcription fees. No separate charge is made for secretarial or word processing services; those costs are included within the above hourly rates. A Litigation Guarantee at the approximate rate of \$395.00 will be ordered prior to filing the lawsuit. If publication of the Summons and Notice of Action is necessary, there will be an additional cost of approximately \$600.00 for publication in a local newspaper.

**CITY OF COLTON
LEGAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this 7th day of October, 2015, by and between the City of Colton, a municipal corporation organized under the laws of the State of California with its principal place of business at 650 N. La Cadena Drive, Colton, California 92324 (“City”) and the Law Offices of Charisse L. Smith, a sole proprietor with its principal place of business at 9620 Center Avenue, Suite 130, Rancho Cucamonga, California 91730 (“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 legal services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Projects.

City desires to engage Consultant to render such services for various projects relating to Code Enforcement matters (“Projects”) as set forth in this Agreement.

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 legal services necessary for the Projects (“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 October 7, 2015 to October 6, 2016, 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 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: Charisse L. Smith.

3.2.5 City's Representative. The City hereby designates William R. Smith, or his 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 designee.

3.2.6 Consultant's Representative. Consultant hereby designates Charisse L. Smith, 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 and Liquidated Damages. 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 sub-sections.

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.

3.2.11 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. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.11.2 Minimum Requirements. 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.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: One Million Dollars (\$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*: One Million Dollars (\$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 One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

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 Two Hundred Thousand Dollars (\$200,000) per claim, Six Hundred Thousand Dollars (\$600,000) per year in the aggregate, and shall be endorsed to include contractual liability.

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) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the 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.

(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.

(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 prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers.

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

3.2.11.6 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 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. 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.

3.2.11.9 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. In no event, shall the total compensation paid directly by the City exceed Twenty Thousand Dollars (\$20,000.00) without written approval from the City. 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 receive compensation as stated in Exhibit “C” attached hereto and incorporated herein by reference. In the event, payment is not received directly from the proceeds of any court-ordered sale of the Property described in Exhibit “B,” Consultant shall provide the City with a statement which shall describe the amount of Services and supplies provided since the initial commencement date 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 be reimbursed for expenses as set forth in Exhibit “C” attached hereto and incorporated herein by this reference. Consultant shall submit a statement for expenses related to the litigation upon receipt of such expenses. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

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 re-use 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:

Law Offices of Charisse L. Smith
9620 Center Avenue, Suite 130
Rancho Cucamonga, CA 91730
Attn: Charisse L. Smith

City:

City of Colton
650 N. La Cadena Drive
Colton, CA 92324
Attn: William R. Smith
City Manager

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

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 3.5.6.1 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 CHARISSE L. SMITH**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the 7th day of October 2015.

CITY OF COLTON

By: _____
William R. Smith
City Manager

Attest: _____
City Clerk

LAW OFFICES OF CHARISSE L. SMITH

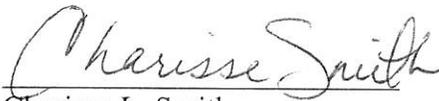
By: 
Charisse L. Smith

EXHIBIT "A"

SCOPE OF SERVICES

The scope of services shall involve providing the City of Colton with legal services for pursuing litigation under California Health and Safety Code Section 17980.7 against the specific real property commonly known as 1109 N. 7th Street, Colton, California, APN 0161-083-13 (the "Property"). The property owner appears to be deceased and the lender has have failed to comply with orders of the Building Official who has determined that the property shows numerous unsafe and unsanitary conditions.

EXHIBIT "B"

SCHEDULE OF SERVICES

The term of this Agreement shall be from October 7, 2015 to October 6, 2016, 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 as set in the City's sole discretion. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

EXHIBIT "C"
COMPENSATION

DEFERRED FEES

Attorney Rate \$295.00 per hour
Paralegal Rate \$135.00 per hour

Billing is deferred until the close of the case and/or recovery of settlement proceeds or a judgment from the court. Therefore, the City is not billed attorneys' fees directly for this type of case on a monthly basis. Consultant may compromise and settle the amount of attorneys' fees; however, in the event of a proposed settlement of attorneys' fees where the City is expected to pay any portion of the fees to Consultant, Consultant agrees to seek the written approval of the City Manager prior to entering any such agreement. Consultant will diligently seek to recover all fees from the proceeds of any court-ordered sale of the Property, along with recovery of all costs associated with the Litigation, which costs will be billed to the City at the rates below and at the time incurred by Consultant. In the event the Court awards Consultant a lesser amount than the amount of attorneys' fees than those actually incurred, Consultant agrees to accept the amount of award of attorneys' fees from the court. In no event, shall fees and costs paid directly by the City, exceed \$20,000.00.

REIMBURSABLE EXPENSES

Mileage:

No charge for mileage to travel to or from court, or to meetings in Colton. Consultant will bill for time traveling to and from any meetings and/or court hearings, from Consultant's office in Rancho Cucamonga.

Other costs:

Actual costs will be charged for extraordinary telephone and document delivery charges, copying charges (\$.15 for black and white copies and \$.60 for color copies), postage (actual postage, plus 15% of the cost of postage, to cover meter expenses), computerized research, court filing fees and other court-related expenditures including court reporter and transcription fees. No separate charge is made for secretarial or word processing services; those costs are included within the above hourly rates. A Litigation Guarantee at the approximate rate of \$395.00 will be ordered prior to filing the lawsuit. If publication of the Summons and Notice of Action is necessary, there will be an additional cost of approximately \$600.00 for publication in a local newspaper.



STAFF REPORT

DATE: JANUARY 05, 2016
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
 FROM: MARCO A. MARTINEZ, CITY ATTORNEY
 SUBJECT: ADOPTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLTON AMENDING SECTION 18.48.130 OF THE COLTON MUNICIPAL CODE TO PROHIBIT MARIJUANA CULTIVATION ACTIVITIES IN ALL ZONING DISTRICTS IN THE CITY OF COLTON

RECOMMENDED ACTION

Staff recommends that the City Council waive further reading, read by title only and introduce the following:

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

The proposed ordinance is attached as Attachment 1.

BACKGROUND

The City's Municipal Code currently prohibits medical marijuana dispensaries per Colton Municipal Code ("CMC") Section 18.48.130. That section also prohibits the delivery of marijuana or marijuana infused products. However, the City does not currently regulate marijuana cultivation activities.

The California legislature recently adopted legislation identified as the Medical Marijuana Regulation and Safety Act (AB 243, AB 266, and SB 643) (MMRSA) to comprehensively regulate medical marijuana (medical cannabis). The MMRSA recognizes and preserves local control to regulate or ban medical cannabis cultivation, transportation, and distribution. The MMRSA confirms and clarifies that, in addition to the complete land use control over retail dispensaries recognized in *City of Riverside v. Inland Empire Patients Health and Wellness Center, Inc.* (2013) 56 Cal. 4th 729, municipalities have the power to regulate or ban the cultivation and distribution of medical marijuana. *Maral v. City of Live Oak* (2013) 221 Cal.App.4th 975.

Although the MMRSA allows municipalities to regulate or ban cannabis cultivation, manufacturing, transportation, and distribution of medical cannabis within their jurisdictions, it requires some local enabling legislation to accomplish some aspects of this. If a city chooses to regulate these activities comprehensively, it must adopt an overlay of local regulatory standards that are at least as strict as the state's default regulations. Specifically, the MMRSA provides that if a City has not banned or regulated cannabis cultivation by March 1, 2016, then cultivation in that City will be subject only to state law on this issue.¹

In 2013, the Colton City Council adopted an ordinance banning marijuana dispensaries in the City, as well as prohibiting marijuana delivery services from delivering to or operating within the jurisdiction. At the time, several California cities were involved in legal challenges to their zoning ordinances based on arguments that the ordinances allowed medical marijuana uses – either explicitly or implicitly -- or that the ordinances were somehow preempted by state medical marijuana laws. The Council adopted an ordinance amending the City's code to clarify that medical marijuana dispensaries were prohibited in all zones. The City did not regulate marijuana cultivation at that time.

The cultivation, transportation, and distribution of marijuana can create problems relating to public health and safety, crime, water and air quality, and energy consumption. Marijuana uses can create nuisance activity such as loitering and criminal activity in business and residential districts. Specifically, cultivation can create air quality, energy, and water quality damage and impair building maintenance and safety. For example, the increased moisture necessary to grow indoors can create excessive mold growth and structural damage. Additionally, the equipment utilized to grow indoors can pose a risk of fire and electrical hazards due to dangerous electrical alterations and use. Further, inadequate ventilation combined with the use of pesticides and fertilizers in an enclosed space can lead to chemical contamination within structures.

At least one California city (Live Oak) has successfully defended its total ban on the cultivation of marijuana for any purpose within that city. Its legally upheld regulation provides that “[m]arijuana cultivation by any person, including primary caregivers and qualified patients, collectives, cooperatives, or dispensaries” are prohibited in all zones within the City. The MMRSA allows this approach. As a result, the attached ordinance would prohibit medical cannabis cultivation in all zones in the City of Colton.

ENVIRONMENTAL DETERMINATION

No impact. The City Council finds that this ordinance is not subject to the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines Sections 15060(c)(3) because this activity is not a project as defined by Section 15378 of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, and pursuant to CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that it will not have a significant effect or physical change to the environment.

¹ It is possible that this deadline provision will be repealed and allow cultivation regulation any time.

FISCAL IMPACT

No significant impact is expected.

ALTERNATIVES

Provide alternative direction to staff. Should the City choose to leave cultivation unregulated, under the currently enacted version of the MMRSA, on March 1, 2016 only State law would control cultivation activities in Colton.

ATTACHMENT

1. Proposed Ordinance No. O-01-16

1 use regulations or ordinances regulating or prohibiting the cultivation of marijuana...” (Health
2 and Safety Code §11362.777(c)(4); and

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

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

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

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

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

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

25 **WHEREAS**, the Municipal Code (“Code”) does not address the cultivation of medical
26 cannabis; and

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

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

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

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

1
2 **NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COLTON,**
3 **CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:**

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

7 **SECTION 2. Repeal.** The City Council of the City of Colton hereby repeals Section
8 18.04.321.

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

11 **“18.48.130 - Prohibition of Businesses or Uses that Violate State or Federal Law; Medical
12 Cannabis Uses.**

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

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

21 2. “Cannabis dispensary” means a facility where cannabis, cannabis products, or devices
22 for the use of cannabis or cannabis products are offered, either individually or in any
23 combination, for retail sale, including an establishment that delivers cannabis and
24 cannabis products as part of a retail sale.

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

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

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

B. Cannabis dispensaries, cultivation, cannabis manufacturers, and delivery of cannabis, as
defined in Section 18.04.321, shall be considered prohibited uses in all zoning districts of

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

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

17 **SECTION 4. CEQA.** The City Council finds that this ordinance is not subject to the
18 California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines Sections
19 15060(c)(3) because this activity is not a project as defined by Section 15378 of the CEQA
20 Guidelines, California Code of Regulations, Title 14, Chapter 3, and pursuant to CEQA
21 Guidelines Section 15061(b)(3) because it can be seen with certainty that it will not have a
22 significant effect or physical change to the environment.

23 **SECTION 5. Severability.** If any section, subsection, subdivision, sentence, clause,
24 phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the
25 decision of any court of competent jurisdiction, such decision shall not affect the validity of the
26 remaining portions of this Ordinance. The City Council hereby declares that it would have
27 adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or
28 portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions,
sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

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

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2015.

Richard De La Rosa, Mayor

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ATTEST:

Carolina R. Padilla, City Clerk

APPROVED AS TO FORM:

Best Best & Krieger LLP
City Attorney



STAFF REPORT

DATE: JANUARY 5, 2016
TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
FROM: BILL SMITH, CITY MANAGER *BS*
PREPARED BY: MARK TOMICH, DEVELOPMENT SERVICES DIRECTOR *MT*
SUBJECT: ZONE TEXT AMENDMENT AMENDING AND RESTATING
CHAPTER 18.49 OF THE COLTON MUNICIPAL CODE RELATING
TO ADULT BUSINESS REGULATIONS: FILE INDEX NO. DAP-
001-248

RECOMMENDED ACTION

It is recommended that the City Council accept all public testimony at the duly noticed public hearing, waive further reading, read by title only and introduce Ordinance No. O-02-16 amending and restating Chapter 18.49 of the Colton Municipal Code relating to Adult Business Regulations (File Index No. DAP-001-248).

BACKGROUND

Courts have held that adult businesses provide a forum for protected speech and expression. As a result, cities cannot ban them entirely from their jurisdiction. In fact, cities have legal obligation to zone sufficient areas to allow adult businesses to find a location in which to locate. Although cities may not ban adult businesses from locating within their boundaries, cities can regulate these businesses to address any adverse secondary effects that they may create, including crime, the spread of disease and blighting effects. The United States Supreme Court, in a number of decisions, has repeatedly upheld the use of secondary effect studies to justify content-neutral regulations aimed at addressing the adverse secondary effects of adult businesses.

The City of Colton adopted its adult use regulations in 1998. They included provisions describing the locations in the City in which an adult business may locate. However, cities must, from time to time, update these provisions. As a result, in June 2014, planning staff undertook a study of areas where the existing adult business ordinance would permit the establishment of an adult business. The result of the study concluded that additional sites were needed to meet constitutional requirements and increase the effectiveness of the existing Adult Use Regulations. Therefore, two site location criteria were revised in the site suitability study to consider additional sites. The revised criteria does the following: 1) reduces the 1000 foot buffer from to 500 feet; and 2) adds properties within the M-1 (Light Industrial) zone, subject to certain restrictions. (Attachment 1)

The Planning Commission considered DAP-001-248 on December 8, 2015 and voted 6 to 0 to recommend approval of DAP-001-248 to the Colton City Council.

ISSUES/ANALYSIS

The proposed Zoning Text Amendment proposes to change two major areas. The first change is within the Permitted Use Tables of Title 18, Section 18.06.060 G., which is proposed to be amended to allow an adult business within certain areas of the M-1 (Light Industrial) Zone. The specific change in the attached draft ordinance look like the table on the following page (**Underline and bold** is new and *Strikeout* is text being deleted)

G. Industrial Districts Table	I-P	M-1	M-2
Adult Businesses (See Chapter 18.49 <u>Adult Use Regulations</u>)	N	N <u>A</u>	A

Note that the “A” in the table above stands for an Adult Use Development Permit (A). A land use shown with an "A" indicates that the land use is permitted in the designated zoning district upon issuance of an Adult Use Development Permit from the Planning Commission subject to compliance with all provisions of Chapter 18.49 of this Zoning Code.

The second proposed change or amendment to Title 18 (Zoning Code) is to Section 18.49.030 – Locational Limitations. The change allows for expansion of permitted adult business within certain areas of the M-1 (Light Industrial) and all areas of the M-2 (Heavy Industrial) Zones.

Because all of the areas within the M-2 Zone are out of range whether at 1000 or 500 feet, no further impact or sites become available. However, in the M-1 Zone, several sites become available with the proposed 500 foot buffer. After review of the several sites, staff narrowed the potential sites down to two areas within the M-1 Zone. The proposed text amendment includes the following language that describes the location of the two M-1 Zone areas where an adult business may be located, subject to approval of an Adult Use Development Permit:

Section 18.49.030 – A.

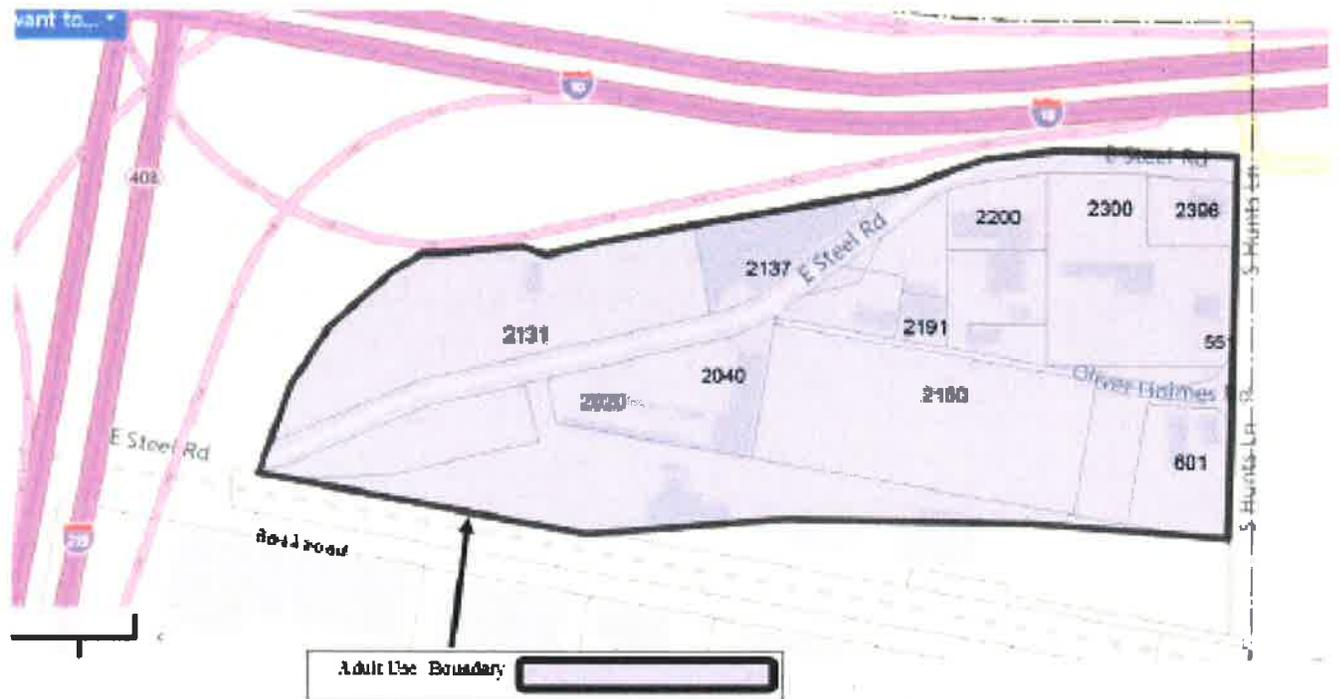
4. For properties located in the M-1 (Light Industrial Zone), it is unlawful to establish any adult business, except as specified in the following locations:

Location 1: Properties south of 1-10 Freeway and west of intersection of Hunts Lane and Steel Road, western boundary is 2131 East Steel Road to eastern boundary at 2396 East Steel Road, southern boundary is 2150 Oliver Holmes Road and eastern boundary is 441 and 601 South Hunts Lane.

Location 2: Properties west of 215 Freeway, from 2185 to 2283 La Crosse Avenue and 375 De Berry Street east of the Southern Pacific Railroad property.

The maps below depict the location of the areas in within the text of the ordinance.

Location 1 – Map:



Location 2 – Map:



Staff has also included a redlined copy of the proposed changes for reference purposes (Attachment 2). The Planning Commission’s recommendation for approval contained in Attachment 3 and the proposed City Council draft Ordinance is in Attachment 4. In addition, studies documenting the adverse secondary effects upon which the City's regulations are based are referenced in the ordinance. Copies of the adverse secondary effect studies have been made available in the Planning Department office for review by the City Council and the public. A summary of the secondary effect studies and other reference materials is attached to the draft Ordinance as Exhibit-A (Attachment 6).

ENVIRONMENTAL DETERMINATION

Based on the entire record before it and all written and oral evidence presented, the City Council finds that pursuant to the California Environmental Quality Act (CEQA), the attached Initial Study was prepared of the potential environmental effects of the project. Based on the findings contained in that Initial Study, City staff determined that, there would be no substantial evidence that the project would have a significant effect on the environment. Based on that determination, proposed project could not have a significant effect on the environment, and a Negative Declaration has been prepared. The Negative Declaration was advertised and posted for public review and comment period starting on November 16, 2015. The public review period for comments on the proposed adoption of the Negative Declaration closed December 7, 2015. No comments were received on the proposed text amendment. (Attachment 5)

FISCAL IMPACT

None.

ALTERNATIVES

1. Provide alternative direction to staff.

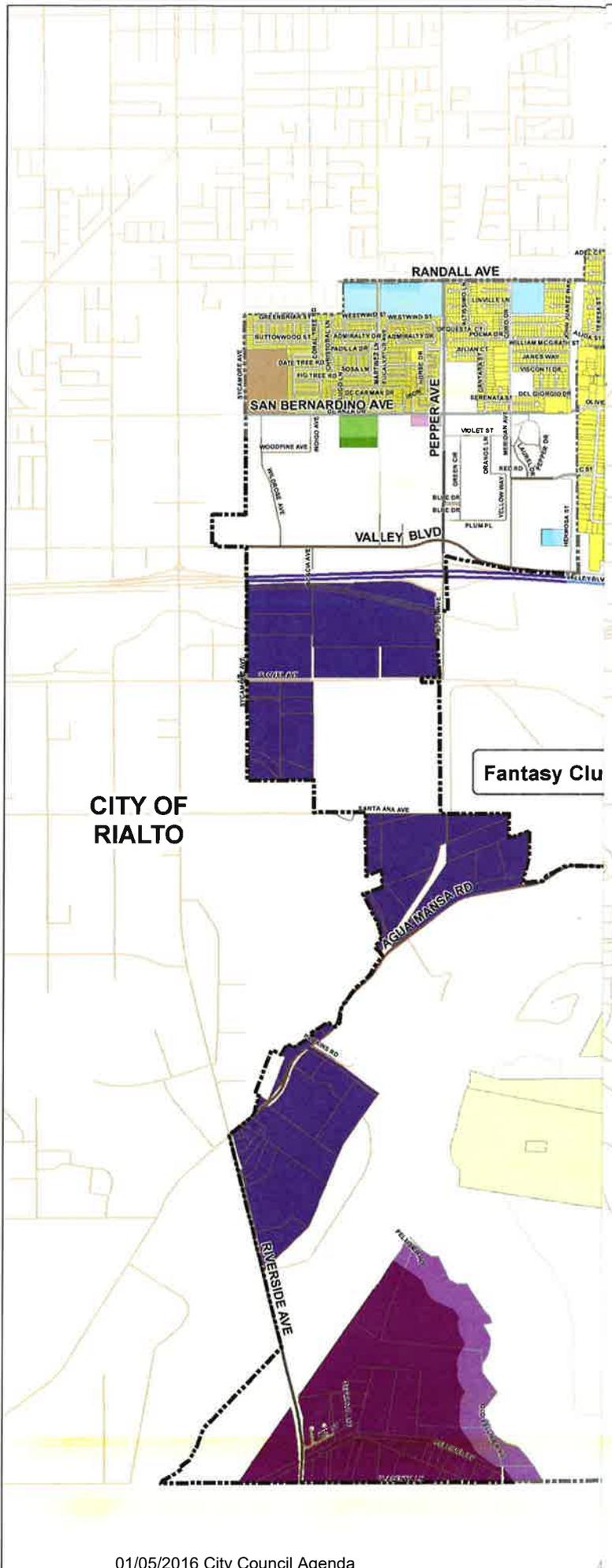
ATTACHMENTS

1. Adult Suitability Analysis
2. Planning Commission Meeting Minutes, excerpts– December 8, 2015
3. Redline Copy of Ordinance Changes
4. Planning Commission Resolution R-27-15
5. Negative Declaration
6. Draft City Council Ordinance No. 0-02-16 and Exhibit-A (Secondary effect studies and other reference materials)

ATTACHMENT 1
Adult Suitability Analysis

City of Colton

Adult Sustainability Analysis



LEGEND

- Adult Business
- Buffer
- City Boundary
- M-1 Parcels
- M-2 Parcels
- Churches
- Parks
- Schools
- Very Low Density Residential (0.1 - 2.0 DU/AC)
- Low Density Residential (2.1-8.0 DU/AC)
- Medium Density Residential (8.1-16.0 DU/AC)
- High Density Residential (14.1-22.0 DU/AC)

CITY OF RIALTO

Fantasy Clu



Created Date: June 18, 2015

Revised Date: August 18, 2015

Not To Scale

ATTACHMENT 2

Planning Commission Meeting Minutes

2. FILE INDEX NUMBER: DAP-001-258 **Calvary the Brook**

APPLICANT: Calvary the Brook (Bob Christoff)

PROPERTY LOCATION: 1550 E. Washington Street (APN): 0276-542-26)

DESCRIPTION: **Conditional Use Permit** to occupy 2nd story of existing building as a church measuring approximately 9,260 square feet with 120 seats for the sanctuary area on property measuring approximately 1.16 acres (50,747 square feet) located in the C-2 (General Commercial) Zone.

PRESENTED BY: Mario Suarez, Senior Planner

PUBLIC COMMENTS

- Bob Christoff, Applicant (designer and member of church).
- John Anaya, Sr.

ENVIRONMENTAL DETERMINATION: Pursuant to CEQA Guidelines Section 15301 – Existing Facilities - This section pertains to existing facilities, categorically exempting from CEQA proposed projects that involve negligible or no expansion beyond what currently exists at the time of environmental determination.

RECOMMENDATION: Staff recommends that the Planning Commission approve the Conditional Use Permit through the adoption of attached Resolution No. R-29-15 titled:

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF COLTON APPROVING A CONDITIONAL USE PERMIT (CUP) TO OCCUPY 2ND STORY OF EXISTING BUILDING AS A CHURCH MEASURING APPROXIMATELY 9,260 SQUARE FEET WITH 120 SEATS FOR THE SANCTUARY AREA ON PROPERTY MEASURING APPROXIMATELY 1.16 ACRES (50,747 SQUARE FEET) LOCATED IN THE C-2 (GENERAL COMMERCIAL) ZONE.

Motion and second by Commissioner Larson /Commissioner Arrieta 5 to 0 to approve. Roll call vote as follows: Ayes-Commissioner Grossich, Vice Chair Archuleta, Commissioner Delgado, Commissioner Larson , and Commissioner Arrieta. Commissioner Granado-Dominguez and Chair Prieto absent from vote.

3. FILE INDEX NUMBER: DAP-001-248 **Adult Use Regulations**

APPLICANT: City of Colton

PROPERTY LOCATION: Citywide

DESCRIPTION:

A Zoning Text Amendment to update the Adult Use Regulations by making certain changes to the areas in which an adult business may locate in the City of Colton. (File Index No. DAP-001-248).

PRESENTED BY: Mario Suarez, Senior Planner

PUBLIC COMMENTS

None.

ENVIRONMENTAL DETERMINATION: Pursuant to CEQA Guidelines a Negative Declaration is proposed for adoption pursuant to Sections 15070 and 15074 of the Guidelines for the California Environmental Quality Act (CEQA).

RECOMMENDATION: Staff recommends that the Planning Commission approve the Conditional Use Permit through the adoption of attached Resolution No. R-27-15 titled:

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF COLTON RECOMMENDING TO THE COLTON CITY COUNCIL APPROVE AN ORDINANCE AMENDING AND RESTATING CHAPTER 18.49 OF THE COLTON MUNICIPAL RELATING TO ADULT BUSINESS REGULATIONS: FILE INDEX NO. DAP-001-248

Motion and second by Commissioner Archuleta /Commissioner Delgado 5 to 0 to recommend approval. Roll Call Vote as follows: Ayes-Commissioner Grossich, Vice Chair Archuleta, Commissioner Delgado, Commissioner Larson , and Commissioner Arrieta. Commissioner Granado-Dominguez and Chair Prieto absent from vote.

H. COMMISSION CONSIDERATION

1. Update on Valley Pallets – 1235 S. Lincoln Street (File Index No. DAP-001-187).

PRESENTED BY : Mario Suarez, Senior Planner.

I. DIRECTOR'S REMARKS/REVIEW OF CITY COUNCIL AGENDAS

- Update on Cal Med Project.
- Possible cancellation of 12/22/15 Planning Commission Meeting.

J. COMMISSION CONSIDERATION

Archuleta

- Sunstate Equipment forklifts are up in air on display.
- Complimented the last week's first responders.

ATTACHMENT 3
Redlined Ordinance

Draft

SECTION 2. General Plan Consistency. Based on the entire record before the City Council and all written and oral evidence presented, including the staff report and the findings made in this Ordinance, the City Council hereby finds and determines that the proposed Zone Text Amendment is consistent with the goals and policies of the City of Colton General Plan and is reasonably related to the public welfare of the citizens of the City and surround regions. Specifically, the provisions of this Zone Text Amendment pertain to hillside development and compact lots subdivision ordinance and updating various other sections of the Zoning Code.

SECTION 3. Section 18.06.060 G. Industrial Districts Table of Chapter 18.06 of Title 18 of the Colton Municipal Code pertaining to Uses Permitted in each Zone, is hereby amended (New Text is shown in **underline and bold** and deleted text is shown in ~~strikethrough~~):

18.06.060 - Uses Permitted in each Zone.

G. Industrial Districts Table	I-P	M-1	M-2
Adult Businesses (See Chapter 18.49 Adult Use Regulations)	N	N A	A

SECTION 4. Chapter 18.49 – Adult Use Regulations of Title 18 of the Colton Municipal Code pertaining to Uses Permitted in each Zone, is hereby amended (New Text is shown in **underline and bold** and deleted text is shown in ~~strikethrough~~):

Chapter 18.49 - ADULT USE REGULATIONS

Sections:

18.49.010 - Purpose.

The purpose of this chapter is to provide special Design Guidelines/~~s~~**Standards** and ~~D~~**development** regulations which regulate the time, place and manner of the operation of ~~A~~**adult U**~~se~~ facilities in order to minimize the negative secondary effects associated with such facilities.

(Ord. 0-2-97 § 3 (part), 1997)

18.49.020 - Definitions.

In Addition to the definitions contained in the Municipal Code, the ~~F~~**following** words and phrases ~~S~~**shall**, for the purposes of this chapter, be defined as follows, unless it is clearly apparent from the context that another meaning is intended. Should any of the definitions be in conflict with the current provisions of the Municipal Code, these definitions ~~S~~**shall** prevail:

Draft

1 "Adult Arcade" means any Business Establishment or concern to which the public is
2 Permitted or invited and where coin or slug operated or electronically, electrically or
3 mechanically controlled amusement devices, still or Motion Picture machines, Projectors,
4 videos or other image-producing devices are maintained to show images on a regular or
5 substantial basis, where the images so displayed are distinguished or characterized by an
emphasis on Matter depicting or describing "Specified Sexual Activities" or "Specified
Anatomical Areas."

6 "Adult Bookstore" means any Business Establishment or concern having as a regular and
7 substantial portion of its stock in trade, "Material" (as defined below) which is distinguished or
8 characterized by its emphasis on Matter depicting, describing or relating to "Specified Sexual
Activities" or "Specified Anatomical Areas."

9 "Adult Business" or "Adult Use" means:

- 10 1. Any Business Establishment or concern which as a regular and substantial course of
11 conduct operates as an Aadult Bookstore, Aadult Theater, Aadult Arcade, Aadult
12 Cabaret, adult figure modeling studio, adult Motel or Hotel; or
- 13 2. Any Business Establishment or concern which as a regular and substantial course of
14 conduct offers, sells or distributes Aadult Oriented Merchandise or sexually oriented
15 merchandise, or which offers to its patrons Materials, products, merchandise, services
16 or entertainment characterized by an emphasis on Matters depicting, describing or
relating to "Specified Sexual Activities" or "Specified Anatomical Parts," but not
including those Uses or activities which are preempted by state Law.

17 "Adult Cabaret" or "Adult Nightclub" means a Business Establishment or concern (whether or
18 not serving Alcoholic Beverages) which features live performances by topless and/or bottomless
19 dancers, go-go dancers, exotic dancers, strippers or similar entertainers, and where such
performances are distinguished or characterized by their emphasis on Matter depicting,
describing or relating to "Specified Sexual Activities" or "Specified Anatomical Areas."

20 "Adult Dance Studio" means any Business Establishment or concern which provides for
21 members of the public a partner for dance where the partner, or the dance, is distinguished or
22 characterized by the emphasis on Matter depicting, or describing or relating to "Specified
Sexual Activities" or "Specified Anatomical Areas."

23 "Adult Oriented Merchandise" means sexually oriented implements, paraphernalia or novelty
24 items, such as, but not limited to: dildos, auto sucks, sexually oriented vibrators, benwa balls,
25 inflatable orifices, anatomical balloons with orifices, simulated and battery operated vaginas, and
26 similar sexually oriented devices which are designed or marketed primarily for the stimulation of
27 human genital organs or sado-masochistic activity or distinguished or characterized by their
emphasis on Matter depicting, describing or relating to "Specified Sexual Activities" or
"Specified Anatomical Areas."

Draft

1 "Adult Theater" means a theater or other commercial Eestablishment with or without a stage or
2 proscenium which is Used for presenting, on a regular and substantial basis, "Material" which
3 is distinguished or characterized by an emphasis on Matter depicting, or describing, or relating
4 to "Specified Sexual Activities" or "Specified Anatomical Areas."

4 "Arcade Booth" means any enclosed or partially enclosed portion of an Eestablishment in which
5 an Aadult Aarcade is located, or where a live performance is presented, on a regular or
6 substantial basis, where the Material presented is distinguished or characterized by an
7 emphasis on Matter depicting, or describing, or relating to "Specified Sexual Activities" or
8 "Specified Anatomical Areas."

8 "M-2 Heavy Industrial Zone" means any Property within the City which is zoned M-2 Heavy
9 Industrial Zone on the City's Official Zoning Map adopted by Ordinance No. 0-14-92, effective
10 August 21, 1992, as May be amended from time to time, Attached as Exhibit A and fully
11 incorporated by this reference.

11 "Material" relative to Aadult Businesses, means and includes, but is not limited to, accessories,
12 books, magazines, photographs, prints, drawings, paintings, Motion Pictures, pamphlets,
13 videos, slides, tapes or electronically generated images or devices including computer software,
14 or any combination thereof.

14 "Park" means any Property within the City which is zoned public Park on the City's Official
15 Zoning Map adopted by Ordinance No. 0-14-92, effective August 21, 1992, as May be
16 amended from time to time, Attached as Exhibit A and fully incorporated by this reference,
17 ~~including Property shown as Park within the Planned Community Overlay Zone.~~

17 "Performer" means any Person who is an Employee or independent contractor of the Aadult
18 Business, or any Person who, with or without any compensation or other form of
19 consideration, performs live entertainment for patrons of an Aadult Business.

19 "Religious Institution" means a Facility Used primarily for Rreligious Aassembly or worship
20 and related religious activities.

21 "Residential Zone" means any Property within the City which is zoned Residential, including
22 R-E Residential Estate Zone, R-1 Low Density Residential Zone, R-2 Medium Density
23 Residential Zone and R-3 High Density Residential Zone as set forth on the City Zoning Map,
24 adopted by Ordinance No. 0-14-92 on August 21, 1992 and fully incorporated by this reference,
25 and as May be amended from time to time. "Residential Zone" also includes Residential
26 Zones within Specific Plan areas ~~and the Planned Community Development Overlay Zone~~ as
27 set forth on the City Zoning Map.

26 "School" means any Institution of learning for Minors whether public or private, which offers
27 instruction in those courses of study required by the California Education Code or which is
28 maintained pursuant to standards set by the State Board of Education and has an Approved
Use Permit, if required, under the applicable jurisdiction. This definition includes a Nursery

Draft

1 ~~S~~school, ~~K~~kindergarten, ~~E~~elementary ~~S~~school, ~~J~~junior ~~H~~high ~~S~~school, ~~S~~senior ~~H~~high ~~S~~school.
2 The definition of ~~S~~school does not include a community or junior college, college or university,
3 or a vocational Institution.

4 "Specified Anatomical Areas" means:

- 5 1. Less than completely and opaquely covered:
 - 6 a. Human genitals, pubic region,
 - 7 b. Buttock, or
 - 8 c. Female breast below a point immediately above the top of the areola; or
- 9 2. Any device or covering, when exposed to view, which simulates the female breast below
10 a point immediately above the top of the areola, human genitals, pubic region or buttock;
11 or
- 12 3. Human or simulated male genitals in a discernible turgid state, even if completely and
13 opaquely covered.

14 "Specified Sexual Activities" means:

- 15 1. Human genitals in a state of sexual stimulation or arousal; and/or
- 16 2. Acts of human masturbation, sexual stimulation or arousal; and/or
- 17 3. Use of human or animal ejaculation, sodomy, oral copulation, coitus or masturbation;
18 and/or
- 19 4. Masochism, erotic or sexually-oriented torture, beating or the infliction of pain; and/or
- 20 5. Human excretion, urination, menstruation, vaginal or anal irrigation; and/or
- 21 6. Fondling or other erotic touching of human genitals, pubic region, buttock or female
22 breast.

23 (Ord. 0-2-97 § 3 (part), 1997)

24 **18.49.030 - Locational Limitations.**

25 A. Subject to the limitations of this chapter, ~~A~~adult ~~B~~businesses ~~M~~may be located in the M-2
26 Heavy Industrial **and designaged M-1 (Light Industrial) areas** Zones of the City **as**
27 **specified within this ordinance.**

28 B. ~~In the M-2 Heavy Industrial Zone where ~~A~~adult ~~B~~businesses regulated by this chapter would
otherwise be ~~P~~permitted ~~U~~uses, it is unlawful to establish any such ~~A~~adult ~~B~~business if the
location is:~~

1. Within a one thousand foot radius of a ~~R~~residential ~~Z~~zone. The distance between a
proposed Use and a ~~R~~residential ~~Z~~zone ~~S~~shall be measured from the nearest exterior
~~W~~wall of the ~~F~~facility housing the ~~A~~adult ~~U~~use or proposed ~~A~~adult ~~U~~use to the nearest

Draft

1 Pproperty line included within the Rresidential Zzone, measured along a straight line
2 extended between the two points.

3 2. Within a one thousand-foot radius of a Sschool or Ppark. The distance between the
4 proposed Uuse and a Sschool or Ppark Sshall be measured from the nearest exterior
5 Wwall of the Ffacility housing the Aadult Uuse or proposed Aadult Uuse to the nearest
6 Pproperty line of the Sschool or Ppark site, along a straight line extended between the
7 two points.

8 3. Within a one thousand foot radius of a Rreligious Iinstitution. The distance between the
9 Aadult Uuse or proposed Aadult Uuse and a Rreligious Iinstitution Sshall be measured
10 from the nearest exterior Wwall housing the Aadult Uuse or proposed Aadult Uuse along
11 a straight line extended to the nearest exterior Wwall of the Ffacility housing the
12 Rreligious Iinstitution.

13 **4. For properties located in the M-1 (Light Industrial Zone), it is unlawful to establish
14 any adult business, except as specified in the following locations:**

15 **Location 1: Properties south of 1-10 Freeway and west of intersection of Hunts Lane and
16 Steel Road, western boundary is 2131 East Steel Road to eastern boundary at
17 2396 East Steel Road, southern boundary is 2150 Oliver Holmes Road and
18 eastern boundary is 441 and 601 South Hunts Lane.**

19 **Location 2: Properties west of 215 Freeway, from 2185 to 2283 La Crosse Avenue and 375
20 De Berry Street east of the Southern Pacific Railroad property.**

21 **CB.** The Eestablishment of any Aadult Bbusiness Sshall include the opening of such a Bbusiness
22 as a new Bbusiness, the relocation of the Bbusiness, or the conversion of an existing
23 Bbusiness, or an increase of more than fifty percent of the square footage of an existing
24 Bbusiness, or of an existing Aadult Bbusiness to a different type of Aadult Bbusiness.

25 (Ord. 0-2-97 § 3 (part), 1997)

26 **18.49.040 - Development and Operating Standards.**

27 A. Hours of Operation. It is unlawful for any Ooperator or Eemployee of an Aadult Bbusiness to
28 allow such Aadult Bbusiness to remain open for Bbusiness, or to Ppermit any Eemployee to
engage in a performance, solicit a performance, make a Ssale, solicit a Ssale, provide a service
or solicit a service, between the hours of 12:00 a.m. and 8:00 a.m. of any Dday.

B. Lighting Requirements. All exterior areas of the Aadult Bbusiness Sshall be illuminated at a
minimum of one footcandle throughout the Premises, minimally maintained and evenly
distributed at ground level.

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1 C. Access Provision. The Operator Sshall not Ppermit any doors on the Premises to be locked
2 during Business hours and, in addition, the Operator Sshall be responsible to see that any
3 room or area on the Premises Sshall be readily accessible at all times and Sshall be open to
4 view in its entirety for inspection by any Law Enforcement Officer.

4 D. Minors' Access.

5 1. X-Rated Movies. X-rated movies or video tapes Sshall be restricted to Ppersons over
6 eighteen Years of age. If an Establishment that is not otherwise prohibited from
7 providing Access to Ppersons under eighteen Years of age sells, Rents or displays
8 videos that have been rated "X" or rated "NC-17" by the Motion Picture Rating Industry
9 (MPAA), or which have not been submitted to the MPAA for a rating, and which consist
10 of images which are distinguished or characterized by an emphasis on depicting or
11 describing "Specified Sexual Activities" or "Specified Anatomical Areas," such videos
12 Sshall be located in a specific section of the Establishment where Ppersons under the
13 age of eighteen Sshall be prohibited and Sshall not be visible from outside the Premises.

14 2. Other Adult Materials. Access to adult Materials Sshall be restricted to Ppersons over
15 eighteen Years of age.

16 E. Regulation of Closed Booths. No one Sshall maintain any Arcade Booth or individual
17 Viewing Area unless the entire interior of such Premises wherein the picture or
18 entertainment that is viewed is visible upon entering into such Premises; and further, that the
19 entire body of any viewing Person is also visible immediately upon entrance to the Premises
20 without the assistance of mirrors or other viewing aids. No partially or fully enclosed
21 booths/individual Viewing Area or partially or fully concealed booths/individual Viewing
22 Area shall be maintained. No Arcade Booth Sshall be occupied by more than one patron
23 at a time. No holes Sshall be Ppermitted between Arcade Booths or individual Viewing
24 Area.

25 F. Regulation of Viewing Areas. All Viewing Areas within the Aadult Business Sshall be
26 visible from a continuous and accessible main aisle in a public portion of the Establishment,
27 and not obscured in any manner by any door, curtain, Wall, two-way mirror or other device
28 which would prohibit a Person from seeing into the Viewing Areas from the main aisle.
A manager Sshall be stationed in the main aisle or video monitoring shall be established at a
location from which the inside of all of the Viewing Areas are visible at all times in order
to enforce all rules and regulations. All Viewing Areas Sshall be designed or operated to
Permit Occupancy of either one Person only, or more than ten Persons. "Viewing Area"
means any area in which a Person views performances, pictures, movies, videos or other
presentations.

29 G. Business License. A Person Sshall not own, operate, manage, conduct or maintain an Aadult
30 Business without first having obtained a Business License from the Community
31 Development Services Director pursuant to Chapter 5.02 of the Colton Municipal Code. The
32 issuance or denial of the Business License Sshall be made within fifteen Days of the
33 Applicant's submitted Application.

34 H. On-Site Manager—Security Measures. All Aadult Business Sshall have a Person who
35 Sshall be at least eighteen Years of age and Sshall be on the Premises to act as manager at

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1 all times during which the Business is open. Any and all individual(s) Designated as the
2 on-site manager Shall be registered with the City's Community Development Services
3 Director by the Owner to receive all complaints and be responsible for all Violations taking
place on the Premises.

4 The Aadult Business Shall provide a security system that visually records and monitors all
5 Parking Lot Areas, or in the alternative, uniformed security guards to patrol and monitor the
6 all Parking Lot Areas during all Business hours. A Sign indicating compliance with this
7 provision Shall be posted on the Premises. The Sign Shall not exceed two by three feet and
Shall at a minimum be one foot by one and a half feet.

8 I. Adult Business—Operating Requirements. No Person, association, partnership or
9 corporation Shall engage in, conduct or carry on, or Permit to be engaged in, conducted or
10 carried on the operation of an Aadult Business unless each and all of the Following
requirements are met:

11 1. No Employee, Owner, Operator, responsible managing Employee, manager or
12 Permittee of an Aadult Business Shall allow any Person below the age of eighteen
13 Years upon the Premises or within the confines of any Aadult Business if no liquor
is served, or under the age of twenty-one if liquor is served.

14 2. All Employees of Adult Businesses, other than Performers while performing, Shall, at
15 a minimum while on or about the licensed Premises, wear an opaque covering which
16 covers their Specified Aanatomical Areas.

17 3. No Person Shall perform live entertainment for patrons of an Aadult Business except
18 upon a permanently fixed stage which is at least eighteen inches above the level of the
19 floor, separated by a distance of at least six feet from the nearest area occupied by patrons
20 and surrounded with a three-foot-high barrier. No patron Shall be Permitted within six
21 feet of the stage while the stage is occupied by a Performer.

22 When patrons are present at the Establishment, they Shall not be allowed to directly
23 touch, fondle or caress, as those terms are defined in *Kev, Inc. v. Kitsap County*, 793 F.2d
24 1053 (9th Cir. 1986), the Performers while they are performing. This prohibition does not
25 extend to Incidental touching. Patrons Shall be advised of the separation and no touching
26 requirements by Signs placed on the barrier and if necessary by Employees of the
27 Establishment.

28 4. If patrons wish to tip Performers, receptacles Shall be at least six feet from the
permanently fixed stage. Patrons Shall not throw tips to Performers, hand tips directly
to Performers or place tips in the Performers' costumes.

(Ord. 0-2-97 § 3 (part), 1997)

18.49.050 - Adult Use Development Permit— Requirements.

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- 1 A. No Aadult Bbusiness May be established or operate within the City by right—all Ppersons
- 2 wishing to establish an Aadult Bbusiness within the City Mmust apply for and receive an
- 3 Adult Use Development Permit under this chapter.
- 4 B. It is the burden of the Aapplicant to supply evidence to justify the grant of an Adult Use
- 5 Development Permit.
- 6 C. Any Person desiring to establish or operate an Aadult Bbusiness within the City Sshall file
- 7 with the Community Development Services Department an Adult Use Development Permit
- 8 Application on a standard Application form supplied by the Community Development
- 9 Services Department.

(Ord. 0-2-97 § 3 (part), 1997)

18.49.060 - Permit—Contents of Application.

- 10
- 11
- 12
- 13 A. The Application Mmust be signed by the Owner or lessee. If the Application is signed by
- 14 a lessee, a notarized statement signed by the Owner Sshall accompany the Application.
- 15 Proof of status is required.
- 16 B. The City Council, by Resolution Sshall set forth the contents required for such Applications
- 17 for an Adult Use Development Permit.
- 18 C. All Applicants for an Adult Use Development Permit Mmust also fill out the City's
- 19 environmental package for purposes of complying with the California Environmental Quality
- 20 Act (CEQA).

(Ord. 0-2-97 § 3 (part), 1997)

18.49.070 - Permit—Application Fee.

The City Council, by Resolution, Sshall set a reasonable nonrefundable Application Fee for Ppersons applying for an Adult Use Development Permit. The Fee Sshall not exceed the reasonable estimated costs of the City expended in processing the Permit Application.

(Ord. 0-2-97 § 3 (part), 1997)

18.49.080 - Permit—Decision to Grant or Deny.

- 21
- 22
- 23
- 24
- 25
- 26
- 27 A. The Planning Commission (the Commission) Sshall grant, conditionally grant or deny an
- 28 Application for an Adult Use Development Permit. Any conditions imposed upon the

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1 ~~P~~ermit ~~S~~hall be in keeping with the objective Development standards of this chapter and
2 the underlying zoning ~~D~~istrict in which the ~~P~~roperty is located.

3 B. The completeness of the ~~A~~pplication ~~S~~hall be determined by the ~~C~~ommunity Development
4 ~~S~~ervices Director within thirty calendar ~~D~~ays of its submittal to the ~~C~~ommunity
5 Development ~~S~~ervices Director.

6 C. Upon the filing of a completed ~~A~~pplication, the Commission ~~S~~hall cause to be made by its
7 own members, or members of its staff, an appropriate investigation, including consultation
8 with the Building, Police, Fire and Health Departments and inspection of the ~~P~~remises as
9 needed. Consultation is not grounds for the City to unilaterally delay in reviewing a completed
10 ~~A~~pplication.

11 D. In reaching a ~~D~~ecision, the Commission ~~S~~hall not be bound by the formal rules of evidence.

12 E. After the investigation has been completed within ten ~~D~~ays or a specified time period that
13 falls within subsection (G) of this section, the Commission ~~S~~hall conduct a ~~N~~oticed ~~P~~ublic
14 ~~H~~earing on the ~~A~~pplication for an Adult Use Development Permit.

15 F. Notice of the time and place of the hearing ~~S~~hall be given by ~~N~~otice through the U.S.
16 ~~M~~ail, with postage prepaid, to all ~~P~~ersons shown on the last equalized assessment roll of
17 the ~~C~~ounty, as owning ~~P~~roperty within a distance of three hundred feet from the external
18 boundaries of the ~~P~~roperty described in the ~~A~~pplication. Further ~~N~~otice ~~S~~hall be given
19 by publication in a newspaper of general circulation within the City at least ten ~~D~~ays before
20 the scheduled hearing.

21 G. The Planning Commission ~~S~~hall render a ~~W~~ritten ~~D~~ecision on the ~~A~~pplication for an
22 Adult Use Development Permit within thirty ~~D~~ays of receiving a completed ~~A~~pplication.
23 However, in the event a negative declaration, mitigated negative declaration or any type of
24 Environmental Impact Report needs to be prepared for the ~~P~~roject pursuant to the California
25 Environmental Quality Act (CEQA, Public Resources Code Section 21000, et seq.) and the
26 companion guidelines (CEQA guidelines, Title 14 California Code of Regulation Section
27 15000, et seq.), then those timeframes set forth in CEQA and the CEQA guidelines ~~S~~hall
28 apply.

H. The failure of the Commission to render such a ~~D~~ecision within the time frames set forth
above ~~S~~hall be deemed to constitute an ~~A~~pproval.

I. Written ~~N~~otice of the Commission's ~~D~~ecision ~~S~~hall be hand delivered or mailed to the
~~A~~pplicant within twenty-four hours.

(Ord. 0-2-97 § 3 (part), 1997)

18.49.090 - Permit—Appeal.

A. Any interested ~~P~~erson ~~M~~ay ~~A~~ppel the ~~D~~ecision of the Commission to the City Council
in writing within ten ~~D~~ays after the Commission's ~~W~~ritten ~~D~~ecision. The City Council
within the same ten ~~D~~ays ~~M~~ay also initiate such an ~~A~~ppel.

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1 B. Consideration of an App~~a~~el of the Commission's Dec~~i~~si~~o~~n Shall be at a Pu~~b~~l~~i~~c Hea~~r~~i~~n~~g
2 which Shall be Noticed as provided in Section 18.49.080(F) above and Shall occur within
3 thirty Day~~s~~ of the filing or initiation of the App~~a~~el.

4 C. The City Council action on the App~~a~~el of the Commission's Dec~~i~~si~~o~~n Shall be by a
5 majority vote of the quorum and upon the conclusion of the de novo Pu~~b~~l~~i~~c Hea~~r~~i~~n~~g. The
6 City Council Shall grant, conditionally grant or deny the App~~a~~lication. The City Council's
7 Dec~~i~~si~~o~~n Shall be final and conclusive.

8 D. In reaching its Decision, the City Council Shall not be bound by the formal rules of evidence.

9 (Ord. 0-2-97 § 3 (part), 1997)

10 **18.49.100 - Permit—Judicial Review of Decision to Grant or Deny.**

11 a. The time for Court challenge to a Dec~~i~~si~~o~~n by the City Council is governed by California
12 Code of Civil Procedure Section 1094.6.

13 B. Notice of the City Council's Decision and its findings Shall be mailed to the App~~a~~licant
14 within twenty-four hours and Shall include citation to California Code of Civil Procedure
15 Section 1094.6.

16 (Ord. 0-2-97 § 3 (part), 1997)

17 **18.49.110 - Permit—Expiration.**

18 Any Adult Use Development Permit Approved pursuant to this chapter Shall become null and
19 void if not exercised within one Year from the date of the Approval. If an Aad~~u~~lt Bu~~sness
20 ceases to operate for a period of six Mmonth~~s~~, the Adult Use Development Permit Shall become
21 null and void. A Permit extension Shall be granted if prior to the expiration date the
22 Permittee demonstrates to the satisfaction of the City's Planning Commission that it has a good
23 faith intent to presently commence the proposed Use. Ssuch extensions Sshall not exceed a total
24 of two six-Mmonth extensions.~~

25 (Ord. 0-2-97 § 3 (part), 1997)

26 **18.49.120 - Permit—Approval Criteria.**

27 A. The Commission or City Council Sshall approve or conditionally approve an App~~a~~lication for
28 an Adult Use Development Permit where the information submitted by the App~~a~~licant
substantiates the Following findings:

- 1. That the proposed Use complies with the objective Ddevelopment and design requirements of M-2 Heavy Industrial Zone in which it is located and with the applicable standards of this chapter;

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2. That the proposed site is not located within a one thousand foot radius of a Residential Zone. The distance between a proposed Use and a Residential Zone Shall be measured from the nearest exterior Wall of the Facility housing the Aadult Use or proposed Aadult Use, to the nearest Property line included within the Residential Zone, along a straight line extended between the two points;
3. That the proposed site is not located within a one thousand-foot radius of a School or Park. The distance between the proposed Use and a School or Park Shall be measured from the nearest exterior Wall of the Facility housing the Aadult Use or proposed Adult Use to the Property line of the nearest School or Park site, along a straight line extended between the two points;
4. That the proposed site is not located within a one thousand foot radius of a Religious Institution. The distance between the Aadult Use or proposed Aadult Use and a Religious Institution Shall be measured from the nearest exterior Wall housing the Aadult Use or proposed Aadult Use along a straight line extended to the nearest exterior Wall of the Facility housing the Religious Institution;
5. That neither the Applicant, if an individual, or any of the officers or general partners, if a corporation or partnership, have been found guilty or pleaded nolo contendere within the past four Years of a misdemeanor or a felony classified by the state as a sex or sex-related offense.

(Ord. 0-2-97 § 3 (part), 1997)

18.49.130 - Permit—Revocation.

- A. Any Permit issued pursuant to the provisions of this chapter May be revoked by the City on the basis of any of the Following:
 1. That the Business or Use has been conducted in a manner which violates one or more of the conditions imposed upon the issuance of the Permit or which fails to conform to the plans and procedures described in the Application, or which violates the Occupant load limits set by the Fire Marshal;
 2. That the Permittee has failed to obtain or maintain all required City, County and State Licenses and Permits;
 3. That the Permit is being Used to conduct a Use different from that for which it was issued;
 4. That the Permittee has misrepresented a Material fact in the Application for Permit or has not answered each question therein truthfully;
 5. That the Building or Structure in which the Aadult Business is conducted is Hazardous to the health or safety of the Employees or patrons of the Business or of the general public under the standards set forth in the Uniform Building, Uniform Plumbing or Uniform Fire Code;

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6. That the Permittee, if an individual, or any of the officers or general partners, if a corporation or partnership is found guilty or pleaded nolo contendere to a misdemeanor or felony classified by the state as a sex or sex-related offense during the period of the adult Establishment's operation; or

7. That the Use for which the Approval was granted has ceased to exist or has been suspended for six Mmonths or more.

B. Written Notice of hearing on the proposed Permit revocation, together with Written notification of the specific grounds of complaint against the Permittee Shall be personally delivered or sent by Certified Mail to the Permittee at least ten Days prior to the hearing.

C. The Commission Shall Notice and conduct a Public Hearing on the proposed Permit revocation. Written Notice Shall be provided within at least ten Days prior to the hearing to all parties who have expressed their interest in writing.

D. The revocation hearing Shall be heard by the Commission. The Commission Shall not be bound by the formal rules of evidence at the hearing.

E. The Commission Shall revoke, not revoke, or not revoke but add additional conditions to, the Permittee's Adult Use Development Permit. Any additional conditions imposed upon the Permit Shall be in keeping with the objective Development standards of this chapter as set forth in Section 18.49.120 above, and the underlying zoning District in which the Property is located.

F. The Commission Shall make its Decision within thirty Days of the Public Hearing.

G. The Commission's Decision Shall be by Resolution, and Shall be hand delivered or mailed to the Applicant within twenty-four hours and mailed to all Property Owners within three hundred feet of the Use.

H. Any interested Person May Appel the Decision of the Commission to the City Council in writing within ten Days after the Written Decision of the Commission in accordance with the provisions of Section 18.58.070 of the City's Municipal Code.

I. In the event a Permit is revoked pursuant to this chapter, another Adult Use Development Permit to operate an Aadult Business Shall not be granted to the Permittee within twelve Mmonths after the date of such revocation.

(Ord. 0-2-97 § 3 (part), 1997)

18.49.140 - Violation—Penalty.

Any Person who violates any section of this chapter Shall be guilty of a misdemeanor and subject to a fine of one thousand dollars and/or imprisonment in the Ccounty Jail for a period of up to six Mmonths or any other legal remedy available to the City.

(Ord. 0-2-97 § 3 (part), 1997)

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18.49.150 - Applicability to other regulations.

The provisions of this chapter are not intended to provide exclusive regulation of the regulated Adult Uses. Such Uses must comply with any and all applicable regulations imposed in other chapters of the zoning code, other City Ordinances and state and Federal Law.

(Ord. 0-2-97 § 3 (part), 1997)

18.49.160 - Conduct constituting a Public Nuisance.

The conduct of any Business within the City in violation of any of the terms of this chapter is found and declared to be a Public Nuisance, and the City Attorney or the District Attorney may, in addition or in lieu of prosecuting a criminal action hereunder, commence an action or proceeding for the abatement, removal and enjoinder thereof, in the manner provided by Law; and shall take other steps and shall apply to such Courts as may have jurisdiction to grant such relief as will abate or remove such Adult Use Establishment and restrain and enjoin any Person from conducting, operating or maintaining an Adult Use Establishment contrary to the provisions of this chapter.

(Ord. 0-2-97 § 3 (part), 1997)

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

SECTION 8. Pursuant to CEQA 15164 Approved Negative Declaration, this activity is within the scope of the project was approved by the City Council on February 24, 2015. The Negative Declaration adequately describes the various amendments to Title 18 to ensure consistency with the adopted Land Use Element. The proposed zoning text amendments are consistent in implementing general plan policies (THIS AREA NEEDS TO BE VETTED);

SECTION 9. This Ordinance shall become effective thirty (30) days after its adoption in accordance with the provisions of California law.

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

PASSED, APPROVED AND ADOPTED on this ___ day of ____, 2015.

ATTACHMENT 4

P.C. Resolution No. R-27-15

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RESOLUTION NO. R-27-15

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

WHEREAS, the City of Colton Development Services Department filed initiated amendments to the City’s current adult business regulations, including expanding and updating the zoning standards that are applicable to such uses (collectively the “Text Amendments”);

WHEREAS, the Text Amendments were reviewed, studied, and found to comply with the California Environmental Quality Act (“CEQA”) as more fully described below;

WHEREAS, on December 8, 2015, the Planning Commission of the City of Colton (“Planning Commission”) conducted a duly noticed public hearing on the Text Amendments at which time all persons wishing to testify in connection with the Text Amendments were heard and the Text Amendments were comprehensively reviewed; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF COLTON:

SECTION 1. The Planning Commission hereby makes and adopts all applicable findings with respect to the Text Amendments as set forth in the attached Exhibit “A” as if fully set forth herein.

SECTION 2. The Planning Commission hereby recommends that the City Council adopt the attached Ordinance amending and restating Chapter 18.49 of the Colton Municipal Code relating to adult business regulations. A copy of the Ordinance as well as the findings contained therein is attached hereto as Exhibit “A,” and is incorporated herein by reference.

SECTION 3. Based on the entire record before it and all written and oral evidence presented, the Planning Commission finds that pursuant to the California Environmental Quality Act (CEQA), the attached Initial Study was prepared of the potential environmental effects of the project. Based on the findings contained in that Initial Study, City staff determined that, there would be no substantial evidence that the project would have a significant effect on the environment. Based on that determination, proposed project could not have a significant effect on the environment, and a Negative Declaration has been prepared. The Negative Declaration was advertised and posted for public review and comment period starting on November 16, 2015. The public review period for comments on the proposed adoption of the Negative Declaration closed December 7, 2015. Staff is directed to file a Notice of Determination with the San Bernardino

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1 County Clerk's Office within five (5) working days. The Secretary shall certify to the adoption of
2 this resolution.

3
4 SECTION 4. The Secretary shall certify to the adoption of this Resolution.

5 PASSED, APPROVED AND ADOPTED this 8th day of December, 2015.

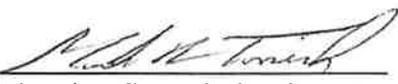
6 
7 Richard Prieto, Planning Commission Chairperson

8
9 ATTEST:

10
11 
12 Planning Commission Secretary
13 Mark Tomich, AICP

14
15 I hereby certify that the foregoing is a true copy of a Resolution adopted by the Planning
16 Commission of the City of Colton at a meeting held on December 8, 2015, by the following vote
17 of the Planning Commission:

- 18 AYES: Arrieta, Archuleta, Delgado, Grossich, Larson
19 NOES:
20 ABSENT: Granado-Dominguez, Prieto
21 ABSTAIN:

22 
23 Planning Commission Secretary
24 Mark Tomich, AICP

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EXHIBIT "A"

SUMMARY OF ADULT BUSINESS ADVERSE SECONDARY EFFECT STUDIES AND LETTERS

1. Environmental Research Group - 1996
(Report: The American Center for Law and Justice on the Secondary Impacts of Sex-Oriented Businesses)

This report provides evidence showing that crime rates are significantly higher in areas with one or more sex-oriented business than in comparable areas without these businesses within the same municipality. More specifically, sex-oriented businesses lead to significantly increased property and personal crimes within a 1000 foot radius of the sites. Sex-related crimes occur more frequently in residential neighborhoods containing a sex-oriented business than in commercial areas containing a sex-oriented business.

In addition, the presence of sex-oriented businesses is consistently and strongly associated with perceived decreases in value of both residential and commercial properties in the opinion of real estate appraisers and lenders. The presence of sex-oriented businesses in small towns is likely to be magnified beyond that which would be expected in larger cities because of the more compact nature of downtowns and their relationship to surrounding neighborhoods.

2. Phoenix, AZ - 1979
(Study by: Planning Department of the City of Phoenix)

Crime statistics in Phoenix show that all types of crimes, especially sex-related crimes (mainly indecent exposure), occur with more frequency in neighborhoods where sexually-oriented businesses are located.

3. Adams County, CO - 1991
(Adams County Sheriff Department)

Adult establishments attract transients, as well as patrons from outside the county in which the businesses are located. Crime statistics also showed that all types of crimes, especially sex-related crimes, occur with more frequency in neighborhoods where sexually-oriented businesses are located. Perpetrators of criminal activities at or near adult establishments often have records for prior arrests for moral turpitude crimes, sexual assaults, alcohol-related arrests, and crimes of violence.

4. Manatee County, FL - 1987
(Adult Entertainment Business Study for Manatee County, Florida)

This study reports on previous studies from Austin, Indianapolis, and Los Angeles to support the theory that higher crime rates exist, particularly for sex-related crimes, in areas located near adult businesses. Further, the study reports that adult entertainment establishments have a negative effect upon property values and perceptions in a neighborhood. Furthermore, adult entertainment businesses tend to locate in areas with poorer residential conditions. Residential conditions thereafter tend to worsen. Concentrations of adult entertainment businesses tend to have higher crime rates.

5. An Analysis of Adult Business Studies in Indianapolis and Los Angeles 1984/1977

This analysis indicates that crime statistics for all types of crimes, especially sex-related crimes, occur with more frequency in neighborhoods where sexually-oriented businesses are located. Sex-related crimes occur more frequently in predominantly residential areas than in areas that are substantially commercial in nature. The presence of sex-oriented businesses is consistently and strongly associated with perceived decreases in the value of both residential and commercial properties. The negative impacts are greater for residential properties than for commercial properties.

Property owners and businessmen surveyed in the Los Angeles study area cited the following adverse effects resulting from adult entertainment establishments locating near their properties or businesses: difficulty in renting office space, difficulty in keeping desirable tenants, difficulty in recruiting employees, limitations on hours of operation, decrease in the patronage of women and families, and generally reduced business patronage.

6. New Hanover County, NC - 1989
(Regulation of Adult Entertainment Establishments in New Hanover County)

This study cites to studies from Detroit, Los Angeles, Beaumont (TX), and Indianapolis to support the theory that a concentration of adult businesses results in deteriorating property values and depressed neighborhood conditions, particularly residential neighborhoods. In addition, this study cites studies from Phoenix (AZ), Detroit, Los Angeles, and Beaumont (TX) to support the theory that concentrations of

adult business often result in an increase in crime, particularly prostitution, drugs, assault, and sex crimes.

The New Hanover County Planning Department also provided recommendations to address impacts created by adult business establishments in light of the information obtained from the studies. Recommendations included: enforcing proper zoning, licensing, active law enforcement, sign regulations, and nuisance provisions.

7. Las Vegas, NV - 1978

(A Report Prepared by Las Vegas, NV - City Commission Minutes for Regular Meeting on 3/15/78)

This study includes:

(1) A transcript from the City Commission Meeting on 3/15/78;

- 3 individuals commented for the record:

1. A physician whose practice was located near an adult business commented on how the business had an adverse impact on his property and that he had seen multiple business owners in the area move their businesses elsewhere because of the presence of the adult business in that particular area. The physician also commented on how the business had adversely affected his practice because people had commented to him that having his practice near a pornographic business is not appealing;

2. The Executive Director of Christian Coalition did not believe a 1,000 ft. separation restriction was stringent enough; and

3. The City Attorney replied to the physician and Director by explaining that you can't get rid of adult businesses completely; can only regulate them and that the most important thing is that an ordinance uphold a constitutional challenge.

(2) Testimony in the form of sworn affidavits from a city planner (recommending a dispersal ordinance), police officer (concentrations of adult businesses have adverse effects on the surrounding areas), and a sociologist (recommended a dispersal ordinance); and

(3) Questionnaires that were distributed to 4 categories of persons: brokers and Realtors in the area, owners and residents (who lived in neighborhoods located

near adult entertainment businesses), business owners and proprietors (who owned businesses located near adult entertainment businesses); and a cross-section of people (who lived in neighborhoods not located near adult entertainment businesses).

- The questionnaires tended to show that adult entertainment businesses had a deteriorating effect on surrounding neighborhoods.

8. Cattaraugus County, NY - 1998
(Adult Business Study: Town and Village of Ellicottville Cattaraugus County, New York, January 1998)

There were no adult businesses in the Town and Village of Ellicottville at the time of the study nor did the Town's existing land use regulations address adult uses, however the Town Board wished to enact certain preemptive steps, including: (1) enacting temporary moratoriums on establishing adult uses while, (2) preparing a joint Town and Village study investigating the possible effects on the community from adult entertainment businesses, and (3) preparing zoning text amendments to regulate where and how adult uses could be allowed in Ellicottville in the future. Ellicottville's economic health was partially dependant upon recreational tourism and the Town feared that the uncontrolled establishment of adult entertainment businesses would conflict with Ellicottville's efforts to remain a family oriented, tourist community.

The Board came to the conclusion that the best land use control would be a zoning law, but in order for it to be affective, adult uses needed to be defined in a manner that differentiated them from traditional bookstores and bars (one method: to use their exclusion of minors as part of the definition).

9. Islip, NY - 1980
(Study & Recommendations for Adult Entertainment in the Town of Islip)

The Town of Islip wished to create a dispersal ordinance similar to that enacted by Detroit (commonly referred to as the "Detroit model"). This study analyzed the Detroit ordinance and the Supreme Court's ruling in favor of Detroit in 1976 to support its own proposed ordinance which prohibited any adult uses within a 500 ft. radius of residential areas and a 2 mile radius of another adult use.

10. New York City - 1994
(Adult Entertainment Study by Department of City and Planning for City of N.Y.)

This study shows that adult entertainment is more readily accessible than it was ten years ago. Adult videos are produced in greater numbers and at lower costs. They are often available in general interest video stores as well as those devoted exclusively to adult entertainment. Cable television has significantly increased the availability of adult viewing material. Adult material is also available at newsstands and book stores.

The study also shows that adult entertainment uses tend to concentrate near each other. Studies of adult entertainment uses in areas where they are highly concentrated, such as Times Square and Chelsea, identified a number of significant negative secondary impacts. In the Times Square area, property owners, theater operators and other business people overwhelmingly believed that their businesses were adversely affected. An analysis of criminal complaints indicated a substantially higher incidence of criminal activity in the Times Square area where adult uses are most concentrated. In addition, the study found that the rate of increase in assessed property values for study blocks with adult uses grew at a slower rate than control blocks without adult uses.

The strongest negative reactions to adult entertainment uses came from residents living near them. Furthermore, most real estate brokers reported that adult entertainment establishments were perceived to negatively affect nearby property values and decrease market values. In addition, adult use accessory business signs are generally larger, more often illuminated, and graphic (sexually-oriented) compared with signs of other nearby commercial uses. Community residents view this signage as out of keeping with neighborhood character and were concerned about the exposure of minors to sexual images.

11. New York Times Square - 1994

(Report on the secondary effects of the Concentration of Adult Use Establishments in the Times Square Area)

The survey respondents in this study felt that some adult establishments could exist in the area, but their growing number and their concentration would constitute a threat to the commercial prosperity and residential stability of the area. The study did reveal a reduction in criminal complaints the further one went from the major concentration of adult establishments. Furthermore, many property owners, businesses, experts and officials provided anecdotal evidence that proximity (defined in various degrees) to adult establishments hurts businesses and property values.

12. Oklahoma City, OK - 1989 Report On Sexually-Oriented Business Abatement

[Quality of Life: A Look at Successful Abatement of Adult Oriented Business Nuisances in Oklahoma City, Oklahoma (1984-1989)]

This study shows that aggressive law enforcement is one means of addressing negative secondary effects of adult businesses. From 1984 to 1989, the police department in Oklahoma City cracked down on the+ adult businesses in the City. Priorities were established in a plan of attack. The police began by cracking down on street prostitution, then brothels, then adult book stores with peep shows, followed by nude and semi-nude bars, and lastly, escort services.

At adult book stores, police mainly arrested male customers offering to engage in sex acts with undercover officers, sale of and possession of pornography, display of pornography, and various health department violations (as a result of officers swabbing the walls and floors of peep show booths securing samples of seminal fluids). At nude and semi-nude bars, most arrests were for prostitution, drink hustling with promises of sexual favors, and fondling in corners of bars. Escort services were particularly difficult to crack down on because most customers were transients and even a 100% arrest rate lead to little deterrence for future offenders. The police therefore, focused their efforts on disconnecting phone services to escort services who used their phone numbers "in furtherance of criminal conduct."

As a result of the police crack down, very few adult businesses remained operating by 1990. Incidents of reported rapes during the period of the crack down (1984-1989) decreased in Oklahoma City while rising in the rest of the state and nation.

13. Cleburne, TX: Why and How to Organize a County-Wide Sex business Task Force - 1997

This study stresses the importance of a county-wide effort to address the problems created by sexually oriented businesses ("SOBs"). The City Attorney for Cleburne, Texas, emphasized the point that even if Cleburne itself enacted a strong SOB ordinance, SOBs would simply locate just outside Cleburne in adjacent cities. Thus, it was important to get the participation of as many cities in the county as possible to support Cleburne's efforts to effectively regulate adult businesses.

The county-wide task force held public hearings where experts testified as a precursor to each city planning and zoning commission and council later holding their own separate, individual hearings to discuss adoption of SOB regulations in their individual jurisdictions.

Task force findings included the following: major and sex-related crime rates are substantially higher in areas within the vicinity of an SOB; property values for areas surrounding SOBs seriously depreciate when an SOB opens; the spread of communicable diseases (including HIV and STDs) is higher in SOBs. The study then suggested ways to protect health, welfare, and public safety of cities and counties from SOBs, including: enforcement of public nuisance laws and diligent prosecution of any obscenity or sexual offense cases that may be filed in the county/district courts.

14. Dallas, TX - 1997

(An Analysis of Effects of SOBs on the Surrounding Neighborhoods in Dallas, TX)

This study presented evidence concerning the high rates of police calls from SOBs. Research also showed a higher number of crime arrests (including rape, prostitution/commercial vice, and other sex offenses) where SOBs were concentrated versus areas where SOBs were spaced more than a half mile apart. Such findings lead to the theory that there are increased crime arrests and disturbances requiring police presence around SOBs and significantly more crime when there is a concentration of SOBs in one area.

Real estate brokers active in Dallas areas reported that SOBs "are perceived to negatively affect nearby property values and decrease market values." In addition, interviews with real estate professionals revealed that the location of multiple SOBs in one neighborhood can have a major impact on the neighborhood by contributing to crime, driving away family-oriented businesses, and impacting the nearby residential neighborhoods. When concentrated, SOBs typically compete with one another for customers through larger, more visible signs, and graphic advertising. Investors and lenders are unwilling to invest in new improvements in areas near SOBs. Thus, vacant land often sits idle for years. Single-family homes in areas near SOBs frequently end up as rentals because the families move away from the SOB-dominated area and it becomes exceedingly difficult to sell such houses.

15. El Paso, TX - 1986

(Effects of Adult Entertainment Businesses on Residential Neighborhoods)

Surveys of the real estate appraisal community as well as businesses and residents, and data from the Data Processing Unit of the El Paso Police Department led to the preparation of the following findings:

Real Estate

The housing base within a study area decreases substantially with the concentration of adult business uses. Properties located within a one-block radius of an adult entertainment business realize a decrease in property value (affecting both residential and commercial properties). Properties located near adult entertainment businesses experience an increase in listings on the real estate market.

Crime

A statistically significant increase in crime is found in areas where adult entertainment businesses are located. The average crime rate in the study areas was 72% higher than the rate for control areas. Sex-related crimes occurred more frequently within neighborhoods having at least one adult entertainment business than in those neighborhoods with no adult business. The neighborhood residents within the study areas also perceived far greater neighborhood problems than residents of the control areas.

16. Houston, TX - 1997

(Houston City Council: Sexually Oriented Business Ordinance Revision Committee Legislative Report)

Because of the criminal activities that are associated with SOBs, the City Council Committee determined the necessity of licensing all SOB entertainers and managers. Testimony presented to the Committee also requested that notice be given of any pending SOB permits to surrounding neighbors of proposed sites. Amortization provisions were also found preferable to grandfathering sexually oriented businesses.

Vice officers testified that sexually oriented businesses that don't have clear regulations encourage lewd sexual behavior or sexual contact. Many businesses are designed with internal areas that are out of the view of managers and are conducive to illegal behavior. Inadequate lighting prevents managers and police officers from monitoring illegal activities. Enterprises that had locked rooms were often used as fronts for prostitution.

17. Newport News, VA - 1996

(Adult Use Study: Newport News Department of Planning and Development)

Adult entertainment establishments in Newport News had higher rates of police calls compared to nearby restaurants (adult entertainment establishments accounted for 65% of the area's calls). Realtors who were knowledgeable of local market conditions indicated that having adult uses nearby can reduce the number of people interested in occupying a property by 20% to 30%, and will hurt property values and resales of

property in adjacent residential neighborhoods. Those who thought commercial property values would decline cited concerns for personal safety, increased crime, noise, strangers in the neighborhood, and parking problems.

This study also cited to studies from Indianapolis, Los Angeles, St. Paul, and Austin to support the conclusions that adult businesses result in higher crime rates and lower property values in the areas in which they are located.

18. Bellevue, WA - 1988
(City of Bellevue - Background Material from Planning Director to City Council)

This study discussed telephone surveys of real estate appraisers conducted by the Kent Planning Department. The appraisers cautioned that each case must be evaluated individually and according to its particular circumstances, however most agreed that the impact of adult uses on residential property values is probably negative. The total impact on property values depends on several factors including: proximity to the adult use, exterior building appearance and condition of the adult business and neighborhood characteristics. As for commercial properties, most appraisers felt that there would be little to no adverse impacts to surrounding businesses or property values. The conclusion therefore, was that in order to protect property values, adult uses should be located in commercial areas not adjacent to any residential uses.

In Bellevue, there existed three adult uses. An analysis of police reports for these areas showed no higher incidence of crime than in adjacent areas without adult uses. However, all properties were located in established commercial areas and all structures in which these uses were located were in excellent condition.

19. Des Moines, IA - 1984

This study analyzed cases from Detroit, Boston, New Orleans, and Los Angeles to support the conclusion that a dispersal model ordinance would be the most effective means for regulating adult business uses in Des Moines. The study further concluded that the area most appropriate in Des Moines for adult uses was not the City's revitalization area (or business district) because of its close proximity to schools, residential areas, parks, playfields, etc., but rather that such uses would be more appropriately located near the City's main highway. This conclusion was supported by the fact that children had limited access ways to schools and a location near the highway would make it easier for potential customers of the adult businesses to patronize the facilities.

20. St. Croix County, WI - 1993
(Regulation of Adult Entertainment Establishments in St. Croix County, WI)

St. Croix County had not experienced any major problems with its two adult entertainment establishments. However, the County wished to implement new regulatory measures as a prophylactic measure. This study analyzed the Detroit case and ordinance to support the theory that a dispersal model like Detroit's would best suit St. Croix County's goals. The study also discussed various regulatory techniques utilized by other jurisdictions such as traditional law enforcement and licensing.

21. Report of the Minnesota Attorney General's Working Group on the Regulation of Sexually Oriented Businesses (June 6, 1989)

This report found that sexually-oriented businesses in Minneapolis are associated with higher crime rates and depression of property values. Data also indicates that the addition of one sexually-oriented business to a census tract increases the overall crime rate index in that area by 9.15 crimes per thousand people per year even if all other social factors remained unchanged. In St. Paul, there was a significantly higher crime rate associated with two adult businesses in an area than an area with only one adult business. Housing values were also significantly lower in an area where there were three adult businesses compared to an area with only one adult business.

Individuals who lived near adult businesses testified concerning the following: pornographic materials were left in adjacent lots; prostitution resulted in harassment of neighborhood residents; adult businesses contributed to infiltration of organized crime in those areas.

22. Saint Paul, Minnesota: Adult Entertainment Study (1983)

In Saint Paul, in 1983, adult business were relatively innocuous. However, there were some exceptions and the City Council recognized that inadequate regulations of these adult uses could result in adverse impacts. The report was restricted to the sex-related adult industry and excluded alcohol-related adult businesses. The report looked at three ways to protect neighborhoods in the City. These included: (1) existing regulations; (2) incompatible uses; and (3) concentrations of uses.

23. City of Garden Grove, California: The Relationship Between Crime and Adult Business Operations on Garden Grove Blvd (1991)

This study was commissioned by the City of Garden Grove to research the secondary effects of adult businesses in the City. It summarizes an exhaustive series of statistical analyses conducted over a 10-month period. The report provides an analysis incorporating data most relevant for the legal requirements for implementing zoning restrictions on adult businesses.

This is a thorough study that reviews all the criminal activity that took place within the proximity of adult businesses for a nine-year period. The researchers found that "crime rises whenever an adult business opens or expands its operation and the change is statistically significant." Increases result in the most serious crime categories, especially assaults, robberies, burglaries, and thefts. The rise in "victimless" crimes (drug and alcohol use, sex offenses, etc.) is also significant, though less consistent and interpretable. This report is widely used to justify regulations addressing the secondary effects of adult businesses.

24. City of Austin, Texas: Report on Adult Oriented businesses in Austin (1986)

This report provides an analysis of crime rates by comparing areas with adult businesses (study areas) and areas without adult businesses (control areas) within the City of Austin. Both control and study areas were circular in shape with a radius of 1,000 feet. These areas contained similar land uses and were in close proximity to one another. Four study areas were defined: two with single businesses and two with more than one business.

Within the study areas, sex-related crimes rates were two to nearly five times the city-wide average. Also, sex-related crime rates were found to be 66% higher in study areas with two adult businesses compared to study areas with one adult business.

25. City of Amarillo, Texas: A Report on Zoning and Other Methods of Regulating Adult Entertainment in Amarillo (1977)

This report presents the findings of the Amarillo Planning Department regarding the adult entertainment industry within the confines of the City of Amarillo. These findings analyze the land use effects of adult entertainment businesses and alternatives for regulation. This report provides a general overview of the secondary effects caused by adult businesses and includes suggestions for ways to address the impacts. The report found that adult businesses tend to increase crime rates.

26. Police Reports and Letters. The following police department reports are also available:

a. Anaheim, CA Letter in Response to NFLF 1998: From 1/1/95 to 12/31/97, the Anaheim Police Department responded to calls for service at nude theaters and topless bars in excess of 500 times.

b. Los Angeles, CA Statement of LAPD Detective: from 1969-1975, SOBs in Hollywood increased from 11 to 88; crime rates increased as a result; virtually every adult bookstore requires police attention resulting in the drain of extensive police resources.

c. Los Angeles, CA Letter re Harmful Effects 1998: commented on the significant increase of nude juice bars from 1996-1998; although the juice bars comply with L.A.'s zoning ordinances, citizens from the surrounding areas protested the businesses (prostitution and lewd conduct arrests had been made in and around many of the juice bars).

d. Cleveland, OH Letter re Harmful Effects 1977: Lists crimes which have occurred in or near adult businesses in the City of Cleveland such as murder, rapes, and other sex offenses, and robberies.

e. Bellevue, WA Detective's Report 1994: Details an undercover police officer's experience at a Dance Club where customers paid women employees to dance with them while performing certain lewd acts.

f. Seattle, WA Police Report 1996: Complainant reported experience working as a dancer at a club where dancers and customers engaged in lewd acts, heavy drinking, and drug use; statistics regarding criminal violations committed by club dancers from 1994-1996.

g. Seattle, WA Letter re Effects 1998: Details a vice detective's experience with Seattle's nude dance or strip clubs such as "sting" operations, number of arrests made, and observation of drugs and alcohol in such clubs; also mentions Seattle's draft amendments which would put more liabilities on the managers to control illegal activities in their clubs, prohibit table and couch dances, and require brighter interior club lighting.

EXHIBIT A¹

Los Alamitos
Police Department

Memo

To: Chief McCrary
From: Sergeant Arnold
Date: 8/27/2003
Re: Sexually Oriented Businesses

Over the past two weeks I have solicited information from various police agencies in Orange County regarding police responses to Sexually Oriented Businesses, specifically adult clubs with nude or partially nude entertainment. All of the agencies that responded with information agree that much of the criminal or illicit activity which take place at these types of establishments goes unreported to the police. They also stated that clubs, which hosted different theme nights, attracted different types of clientele depending on the theme, and amateur nights were typically the busiest nights with regards to incidents to which they were called. All cities cited a six-foot barrier between dancers and patrons, written into the municipal code, as being extremely important in helping to control illicit activity. I was not able to obtain exact statistics from all agencies contacted. The following is a compilation of information provided to us.

Santa Ana Police Department

The City of Santa Ana currently has three adult clubs. One is a partially nude strip bar with an ABC license to sell alcohol, one is a totally nude juice bar with no ABC license, and the other is a bikini bar with an ABC license. Since January 1, 2003, SAPD has responded to 171 calls for service at these three establishments. The calls included robberies, disturbances of the peace, assaults, thefts, prostitution, criminal threats, stolen vehicles, intoxicated drivers, vehicle burglaries, suspicious subjects or circumstances, reckless driving, hit and run traffic collisions, kidnapping, and burglary alarms. The police department also provided us with a copy of their municipal code and study on sexually oriented businesses including negative secondary side effects of adult entertainment businesses (attached).

Orange County Sheriffs Department

The Sheriff's Department reported a total of four establishments located in contract cities under their jurisdiction. Two are located in the city of Lake Forrest in south Orange County. One started out as a bar which featured clad dancers but has since become a topless bar. The other has nude dancers and caters to different clientele depending on the night. Twenty reports have been taken since 1990 regarding the second bar and 75% of the reports list the bar or employee as the victim. One aggravated assault was reported there in 1993. Both establishments hold ABC licenses. The City of Stanton also has two clubs. One of the clubs is under investigation for allegations the bouncers muscle some of the customers as the customers leave the bar. This usually revolves around customers who allegedly did not pay the girls for lap dances or other special dances they received. The bouncers detain the customers and money is physically taken from them for services rendered, which if true would amount to a strong-arm robbery. The other club is under investigation by ABC for allegations of prostitution. Customers receive a lap dance and then for an extra fee, are taken into the back room where they receive oral sex. Both of these clubs also have ABC licenses.

Anaheim Police Department

The City of Anaheim has five establishments located throughout their city, ranging from full nude juice bars to topless bars. From January 1, 2003 to the present, patrol has responded to 94 calls for service at these clubs. Most of the calls for service involved disturbances of the peace, assaults, suspicious circumstances, unknown trouble reported, burglar alarms, trespassing, stolen vehicles, and others.

Garden Grove Police Department

The City of Garden Grove reports no adult clubs within their city. They do however, have several adult bookstores. The most common crimes associated with these businesses are public masturbation and narcotics related offenses.

La Habra Police Department

The City of La Habra has one nude theater. Nude dancing is performed on stage as well as special dances for individual customers. The establishment has its own security team and the police department reports no calls for service at this club.

Huntington Beach Police Department

The City of Huntington Beach had one adult club which has since gone out of business. The Vice Unit states there were few calls for service when the club was open. They believe the strength of the Municipal Code regarding Sexually Oriented Businesses was paramount to keeping illicit activities under control. The Code has been challenged several times and was upheld on appeal to the Ninth Circuit Court, recently. A copy of their municipal code is attached.

San Diego Police Department

The City of San Diego reported problems with organized crime and biker gangs associated with adult clubs. Specifically, Mafia and Hells Angels. They also reported narcotics activity associated with these establishments, including at least one incident where a customer repeatedly drugged dancers with GHB and then sexually assaulted them.

Irvine Police Department

The City of Irvine has no adult clubs.

La Palma Police Department

The City of La Palma has no adult clubs.

Orange Police Department

The City of Orange has no adult clubs.

Tustin Police Department

The City of Tustin has no adult clubs.

Brea Police Department

Brea has no adult clubs.

Cypress Police Department

Cypress has no adult clubs.

ATTACHMENT 5
Draft Negative Declaration

CITY OF COLTON
INITIAL STUDY FOR:

Adult Use Regulations Update

DATE:
November 16, 2015

PREPARED FOR:

City of Colton

PREPARED BY:

City of Colton

EXHIBIT _ OF PLANNING COMMISSION RESOLUTION NO. R-_-15

INITIAL STUDY

NOTE: The following is a sample form and may be tailored to satisfy project circumstances. It may be used to meet the requirements for an initial study when the criteria set forth in the State and Local CEQA Guidelines have been met. Substantial evidence of potential impacts that are not listed on this form must also be considered. The sample questions in this form are intended to encourage thoughtful assessment of impacts, and do not necessarily represent thresholds of significance.

1. Project Title: Adult Use Regulations Update

2. Lead Agency Name and Address:

City of Colton – Development Services Department
659 N. La Cadena Dr.
Colton, CA 92324

3. Contact Person and Phone Number: Mario Suarez, AICP, 909-370-5523

4. Project Location: Citywide

5. Project Sponsor's Name and Address:

Same as Lead Agency.

6. General Plan Designation: Light & Heavy Industrial
7. Zoning: M-1 (Light Industrial) and M-2 (Heavy Industrial)

8. Description of Project: (Describe the whole action involved, including but not limited to later phases of the project, and any secondary, support, or off-site features necessary for its implementation. Attach additional sheet(s) if necessary.) The proposed text amendment makes certain changes to the areas in which an adult business may locate in the City of Colton. Currently, such areas are allowed to locate within the M-2 (Heavy Industrial) zone designation, subject to meeting certain separation distances from sensitive uses (residentially-zoned property, schools, churches, etc). The proposed ordinance would authorize adult uses to be located in certain M-1 (Light Industrial) zoned areas of the City as well, subject to meeting the same separation criteria from sensitive uses. The proposed ordinance also restates the existing provisions of Chapter 18.49 in order to clean-up typographical and formatting errors. The proposed ordinance complies with federal and state laws requiring cities to zone for adult uses.

9. Surrounding Land Uses and Setting: (Briefly describe the project's surroundings.) The text amendment include multiple existing land uses and different adjacent land uses. However, the locational requirements in identifying areas for adult uses were instituted as part of this text amendment. In brief, the draft regulations include: the locational restrictions, restrict adult businesses to certain to M-1 and any M-2 Zones; separated by no less than 500 feet from any school or park, church and/or residential zone.

10. Other public agencies whose approval is required (e.g., permits, financing approval, or participation agreement):

Recommendation by the Planning Commission and Approval by the City Council

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED: The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

- | | | |
|---|--|---|
| <input type="checkbox"/> Aesthetics | <input type="checkbox"/> Agriculture Resources | <input type="checkbox"/> Air Quality |
| <input type="checkbox"/> Biological Resources | <input type="checkbox"/> Cultural Resources | <input type="checkbox"/> Geology / Soils |
| <input type="checkbox"/> Greenhouse Gas Emissions | <input type="checkbox"/> Hazards & Hazardous Materials | <input type="checkbox"/> Hydrology / Water Quality |
| <input type="checkbox"/> Land Use / Planning | <input type="checkbox"/> Mineral Resources | <input type="checkbox"/> Noise |
| <input type="checkbox"/> Population / Housing | <input type="checkbox"/> Public Services | <input type="checkbox"/> Recreation |
| <input type="checkbox"/> Transportation / Traffic | <input type="checkbox"/> Utilities / Service Systems | <input type="checkbox"/> Mandatory Findings of Significance |

DETERMINATION (To be completed by the Lead Agency):

On the basis of this initial evaluation:

- I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- I find that the proposed project MAY have a "potentially significant" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Mario Suarez
Signature

November 11, 2015
Date

Mario Suarez
Printed Name

For

EVALUATION OF ENVIRONMENTAL IMPACTS:

- 1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a Lead Agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g. the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g. the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
- 2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
- 3) Once the Lead Agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect is significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.
- 4) "Negative Declaration: Less Than Significant With Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less than Significant Impact." The Lead Agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from Section XVII, "Earlier Analyses," may be cross-referenced).

- 5) Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:
 - a) Earlier Analyses Used. Identify and state where they are available for review.
 - b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
 - c) Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
- 6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g. general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
- 7) Supporting Information Sources. A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
- 8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.
- 9) The explanation of each issue should identify:
 - a) the significance criteria or threshold, if any, used to evaluate each question; and
 - b) the mitigation measure identified, if any, to reduce the impact to less than significance.

QUESTIONS

I. AESTHETICS. Would the project:		Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a)	Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b)	Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c)	Substantially degrade the existing visual character or quality of the site and its surroundings?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d)	Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion:

1.a) The proposed ordinance related to adult use would have a less than significant impact on scenic vistas because any new signs or buildings related to new adult-oriented uses would be located in certain M-1 (Light Industrial) Zone and any M-2 (Heavy Industrial) Zone (compliance with *Locational Limitations*) and would be subject to current zoning development and sign standards that would reduce potential impacts on scenic vistas.

In addition, an Adult Use Development Permit is required for comprehensive review by the City to which a public hearing is scheduled for the Planning Commission to take final action. There are no designated scenic vistas at this time in the City of Colton.

1.b) Currently, the City of Colton has no designated State Scenic Highway. The proposed ordinance related to adult use would not substantially damage scenic resources, including but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway because any new project would be subject to regulations of the City's sign and various Title 18 (Zoning Code) requirements. Compliance with Standards detailed in Chapters 18.26 (M-1, Light Industrial) or 18.28 (M-2, Heavy Industrial) requirements of the Development Code and Operating Standards detailed in Chapter 18.49 (Adult Use Regulations) of the Development Code will be confirmed in the application process, in accordance with the Adult Use Development Permit application procedures.

1.c) As described in responses a) and b), the proposed ordinance would require adult use development permit to be developed and operated consistent with the regulations of the M-1 and M-2 zoning standards, and other requirements of the Title 18 (Zoning Code) and other applicable City Municipal Codes such as building and fire codes. In addition, the ordinance requires *Locational Limitations* between proposed adult use and sensitive uses. The intent of the proposed ordinance includes prevention of blight and protection of the quality of neighborhoods. As a result, implementation of the proposed ordinance would not visually degrade the character or quality of the City, and impacts are less than significant.

1.d) Updating the existing Adult Use Regulation would not create a new source of light or glare that would adversely affect day or nighttime views because any new signs or buildings within certain M-1 and any M-2 zones would be subject to the City's Code standards (i.e., *Locational Limitations*). Furthermore, compliance with the Development Standards of Title 18 (Zoning Code) and other municipal code requirements would need to be met during initial review of the project and upon final permit approval. In addition, compliance with any conditions of approval stipulated within an Adult Use Development Permit, which requires the City Planning Commission approval, will provide for compatible lighting and reduce glare from any new development. As a result, the proposed project would have a less than significant impact related to light and glare.

II. AGRICULTURE AND FOREST RESOURCES. In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest protocols adopted by the California Air Resources Board. Would the project:

		Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a)	Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b)	Conflict with existing zoning for agricultural use, or a Williamson Act contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c)	Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d)	Result in the loss of forest land or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e)	Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion:

II.a) The proposed ordinance related to adult uses would have no impact on Prime Farmland, Unique Farmland, and Farmland of Statewide Importance because the adult uses are restricted to certain M-1 (Light Industrial) or any M-2 (Heavy Industrial) Zones, which are unlikely to contain important farmland. In addition, the *Locational Limitations* requirements included in the existing Adult Use Regulations would need to be met. No Unique, or Important Farmland, including an Agricultural Preserve Overlay are located within the City Corporate limits. As

a result, implementation of the proposed project would not result in impacts to Prime Farmland, Unique Farmland, or Farmland of Statewide Importance.

II. b) As described in response a), the proposed adult use regulations amendments would not impact agricultural zoning or areas under a Williamson Act contract because adult uses are restricted to certain M-1 (Light Industrial) Zone or any M-2 (Heavy Industrial) Zone and go through the Adult Use Development Permit process, which will require a comprehensive review of the proposal by Fire, Police, Public Works, Building, Planning, Economic Development and Electric Departments/Divisions of the City of Colton. As a result, impacts to agricultural zoning or Williamson Act contracts would not occur.

II.c) As described in responses a) and b), adult uses are restricted to certain M-1 (Light Industrial) or any M-2 (Heavy Industrial) Zones subject to standards/requirements of the City of Colton Municipal Code. Thus, implementation of the proposed ordinance would not impact areas zoned for forest land or timberland.

II. d) As described in response c), adult uses are restricted to certain M-1 (Light Industrial) or any M-2 (Heavy Industrial) Zones, which are urban areas in the City that do not contain forest resources. Implementation of the proposed ordinance amendment and existing City regulations related to development areas would provide that the project does not result in impacts related to conversion of forest resources. No specific forest resources have been identified within the M-1 or M-2 Industrial Zones of the City.

II.e) The proposed ordinance would not involve changes that could result in the conversion of farmland or forest because adult uses are restricted to certain M-1 Zone or any M-2 Zone that are urban areas or areas planned for urban development.

III. AIR QUALITY. Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:		Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a)	Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b)	Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c)	Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is nonattainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d)	Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

- e) Create objectionable odors affecting a substantial number of people?

III.a) The City is largely located within the South Coast Air Basin (Basin) and is within the jurisdiction of the South Coast Air Quality Management District (SCAQMD). The Basin is bounded by the Pacific Ocean to the west and the San Gabriel, San Bernardino, and San Jacinto Mountains to the north and east. It includes all of Orange County, the non-Antelope Valley portions of Los Angeles County, and the non-desert portions of Riverside and San Bernardino Counties.

The current regional air quality plan is the 2012 Air Quality Management Plan (AQMP) adopted by the SCAQMD on December 7, 2012. The 2007 AQMP proposes attainment demonstration of the federal PM_{2.5} standards through a more focused control of sulfur oxides (SO_x), directly emitted PM_{2.5}, and nitrogen oxides (NO_x) supplemented with volatile organic compounds (VOC) by 2015. The 8-hour ozone control strategy builds upon the PM_{2.5} strategy, augmented with additional NO_x and VOC reductions, to meet the standard by 2024 assuming a bump-up is obtained.³ Bump up means a change in classification. The South Coast Air Management District has requested that California Air Resources Board (CARB) formally submit a request to EPA for voluntary re-designation (bump-up) of the South Coast Air Basin from a designation of “severe-17” to “extreme” for 8-hour average ozone and modify the attainment date to June 15, 2024. The Basin is currently a federal and state non-attainment area for PM₁₀ and ozone.

The AQMP incorporates local General Plan land use assumptions and regional growth projections developed by the Southern California Association of Governments (SCAG) to estimate stationary and mobile source emissions associated with projected population and planned land uses. If a new land use is consistent with the local General Plan and the regional growth projections adopted in the AQMP, then the added emissions generated by the new project has been evaluated and contained in AQMP and would not conflict with or obstruct implementation of the regional AQMP. The proposed project would not conflict with or obstruct implementation of any of the control measures in the AQMP. No impact related to this issue would occur; therefore, no mitigation is required. As a result, the proposed ordinance would not result in conflicts with or obstructions to the adopted air quality plans.

III. b) As described in response a), the proposed ordinance amendments would apply to uses that are consistent with the adopted air quality plans for the City of Colton and its basin. In addition, compliance with the City Development Standards and Adult Use Development Permit process review, air quality impacts will be confirmed in the application process.

Therefore, any potential impacts on air quality will be avoided or minimized to insignificant levels. As a result, implementation of the proposed ordinance amendment would not violate any air quality standards or contribute substantially to an existing or projected air quality violation.

III. c) The current South Coast Air Basin is currently in federal nonattainment for ozone and PM₁₀ and state nonattainment for ozone, PM₁₀, and PM_{2.5}. The South Coast Air Basin is in federal nonattainment for Oz one, PM₁₀, and PM_{2.5} and state nonattainment for ozone, NO₂, PM₁₀, and PM_{2.5}. Implementation of the proposed ordinance would not result in a cumulatively considerable net increase in any criteria pollutant because any adult uses would be constructed and operated in compliance with City standards and other standards of the M-1 and M-2 Zones.

III. d) The proposed adult use regulations text amendment ordinance would not expose sensitive receptors to substantial pollutant concentrations because the ordinance would regulate the location of adult uses to specific areas within the M-1 (Light Industrial) and any area within the M-2 (Heavy Industrial) Zones (compliance with *Locational Limitations*). In addition, the existing ordinance locational requirements would require a 500-foot separation from sensitive uses (including residential zones, school and parks, and religious institutions), which would not result in exposure of sensitive receptors to substantial pollutants concentrations in the area.

Therefore, adult-business locations would be separated from sensitive receptors, such that, air quality impacts to sensitive receptors would not occur.

III. e) The proposed ordinance amendment would not create objectionable odors affecting a substantial number of people because any adult use would be required to comply with zoning setback requirements and building design setbacks. Sites in industrial zones are generally away from substantial numbers of people and the proposed amendment would change the 1000 feet separation distance to 500 feet separation from sensitive uses (including residential zones, school and parks, and religious institutions). The reduced locational limitations will continue to provide an adequate buffer between uses and implementation of the ordinance would not result in odor impacts.

IV.	BIOLOGICAL RESOURCES. Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a)	Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b)	Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c)	Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d)	Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e)	Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

- f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

Discussion:

IV.a Sensitive biological resources are those defined as (1) habitat area or vegetation communities that are unique, are of relatively limited distribution, or are of particular value to wildlife; and (2) species that have been given special recognition by federal, state, or local government agencies and organizations because of limited, declining, or threatened populations. The subject property is unimproved vacant land that does not contain any unique vegetation except for a few non-native trees. No impact related to this issue would occur; therefore, no mitigation is required.

IV.b Habitats considered sensitive by federal or state resource agencies and other groups are those that have been depleted, are naturally uncommon, or support sensitive species. No riparian habitat is located within the proposed amendment added certain M-1 (Light Industrial) areas. No impact related to this issue would occur; therefore, no mitigation is required.

IV.c There are no drainages located within the project limits. During the construction of the proposed project, as previously stated, no federally protected wetlands or biotic resources that are located within the project limits. No impact related to this issue would occur; therefore, no mitigation is required.

IV.d The proposal restricts adult uses to certain M-1 Zone areas located in an urbanized areas of the City. The sites are generally bordered by commercial, freeways, railroad and industrial buildings. Due to its predominantly urban developed condition, the project site is not conducive for foraging ground and localized movement for wildlife.

Indirect impacts (e.g., noise, fugitive dust, lighting, and water quality) to on-site biological resources is not a factor. In light of the existing development in the project vicinity, impacts to regional wildlife movement associated with this project is not a factor. No impact related to this issue would occur; therefore, no mitigation is required.

IV.e The City of Colton does not have an adopted ordinance protecting biological resources. Implementation of the proposed project would have no impact.

IV.f The project sites are located within a Habitat Conservation Plan or Natural Community Conservation Plan. Implementation of the proposed project would have no impact.

V. CULTURAL RESOURCES. Would the project:		Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a)	Cause a substantial adverse change in the significance of a historical resource as defined in § 15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b)	Cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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| c) | Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| d) | Disturb any human remains, including those interred outside of formal cemeteries? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Discussion:

V.a-b) The existing and proposed amendment to the Adult Use Regulations ordinance provides zoning regulations related to the location of adult uses. In addition, the Adult Use Development Permit process provides a manner to review specific locations to conduct cultural resources analysis if determined to be needed for proposed adult uses within specified M-1 and M-2 Zones (compliance with *Locational Limitations*). As a result, implementation of the proposed ordinance would not result in impacts related to a substantial adverse change in the significance of a historical or archaeological resource.

V. c) As described in response a), the proposed ordinance amendments provides zoning regulations related to the location of adult uses. In addition, the Adult Use Development Permit process provides a manner to review specific locations to conduct cultural resources analysis if determined to be needed for proposed adult uses within specified M-1 Zone areas and any M-2 Zone areas (compliance with *Locational Limitations*). The development standards and adult use are provided to protect paleontological resources. As a result, implementation of the proposed ordinance would not result in destruction of a unique paleontological resource or site or unique geologic feature.

V. d) The proposed ordinance amendments provides zoning regulations related to the location of adult uses, and requires adult uses to be restricted to certain M-1 Zones and any M-2 zones (compliance with *Locational Limitations*). Although these areas are not anticipated to include human remains, adult-oriented business uses would be required to comply with local, regional, state, and federal regulations related to human remains, should any be found during construction of an adult use. As a result, impacts would be less than significant.

VI. GEOLOGY AND SOILS. Would the project:		Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a)	Expose people or structures to potential substantial adverse effects, including the risk of loss, injury or death involving:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i)	Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ii)	Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iii)	Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iv)	Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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| b) | Result in substantial soil erosion or the loss of topsoil? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) | Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| d) | Be located on expansive soil, as defined in Table 18 1 B of the Uniform Building Code (1994), creating substantial risks to life or property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| e) | Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Discussion:

VII. a) The proposed ordinance amendments provides zoning regulations related to the location of adult uses restricted to certain M-1 zone properties and any M-2 Zones (compliance with *Locational Limitations*). As such, a proposed adult use located within a Geological Hazards Overlay shall require Professional Reports and need to comply with City Development Standards as provided in the City's Municipal Code. In addition, any construction related to new adult uses would be required to comply with the Uniform Building Code and Fire Code and other code requirements related to seismic hazards. Therefore, the proposed ordinance would not result in impacts related to the exposure of people or structures to potential substantial adverse effects of fault ruptures, strong seismic ground shaking, liquefaction, landslides or other seismic related effects.

VI. b) Refer to the response above, the proposed ordinance amendments would provide regulations related to adult uses. These regulations are in addition to existing regional and local regulations related to soil erosion and loss of soils. The proposed ordinance amendment would not result in impacts related to construction activities of potential new commercial uses, and would not result in substantial soil erosion or the loss of topsoil.

VI. c-d) Refer to the response above, the proposed ordinance would provide regulations related to adult uses. These regulations are in addition to existing regional and local building regulations. Furthermore, an Adult Use Development Permit is required which include analysis of geologic hazards, as applicable to site specific projects. Therefore, the City's review process includes safeguards to ensure that projects avoid impacts related to unstable soils, expansive soils or unstable geologic units.

VI. e) The proposed ordinance does not involve or regulate the use of septic tanks. Any adult uses would be required to comply with the existing wastewater requirements of commercial uses within certain M-1 and any M-2 Zones (compliance with *Locational Limitations*). As a result, implementation of the proposed ordinance would not result in impacts related to septic tanks or other wastewater disposal systems.

VIII. GREENHOUSE GAS EMISSIONS. Would the project:		Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a)	Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b)	Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emission of greenhouse gases?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion:

VII a-b) The proposed ordinance amendments provides regulations related to the location and operation of adult uses, and general text clean-up. The proposed ordinance amendment would not generate direct or indirect greenhouse gas emissions, and it would not conflict with a plan, policy, or regulation related to greenhouse gas emissions; however, adult uses approved pursuant to the provisions of the proposed ordinance amendment would generate emissions in a manner consistent with the provisions of the City of Colton's Climate Action Plan (Greenhouse Gas Emissions Reduction Plan Implementation Policies adopted by the City Council on November 3, 2015). Therefore, implementation of the proposed ordinance would result in less than significant impacts related to greenhouse gasses.

IX. HAZARDS AND HAZARDOUS MATERIALS. Would the project:		Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a)	Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b)	Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c)	Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d)	Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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| e) | For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| f) | For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| g) | Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| h) | Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Discussion:

IX a-b) The proposed ordinance amendments would regulate the location and operation of adult uses. Adult uses are restricted to certain M-1 and any M-2 (compliance with *Locational Limitations*), and do not generally involve the use, routine transport, or disposal of hazardous materials beyond the use of cleaning and painting type products that are used and stored in small quantities that would not result in a hazardous condition. In addition, the Adult Use Development Permit process provides a manner to review specific locations to conduct Phase I and Phase II analysis if determined to be needed for proposed adult uses within specified M-1 and any M-2 Zones. Therefore, the proposed ordinance would not result in significant impacts related to hazards or accident conditions related to the use, transport, or storage of hazardous materials.

IX. c) The proposed ordinance amendments would regulate the location and operation of adult uses to certain areas zoned M-1 or any M-2 Zone, and to be located a minimum of 500 feet from residential zone, school, park or religious institution. As described in response a-b), adult use may include a limited amount of hazardous materials that include painting and cleaning products that would not result in a hazard. As a result, the proposed ordinance amendments would not result in hazardous impacts to schools that may exist 500 feet away from an adult use.

IX. d) The proposed ordinance amendments would regulate the location and operation of adult uses to certain areas zoned as M-1 or any area zoned M-2 (compliance with *Locational Limitations*). In addition, the Adult Use Development Permit process provides a manner to review specific locations to conduct Phase I and Phase II analysis if determined to be needed for proposed adult uses within specified M-1 and any M-2 Zones. As a result, the City’s review process includes safeguards to ensure that projects avoid impacts from implementation of the proposed ordinance amendments.

IX. e-f) The proposed ordinance amendments would regulate the location and operation of adult uses restricted to certain M-1 or any M-2 Zones (compliance with *Locational Limitations*). In addition, proposed adult uses are farther than two miles from any airports. As such, a proposed adult uses is subject to an Adult Use Development Permit and review of potential airports may be reviewed in detail, if necessary, during this discretionary process. Therefore, the proposed ordinance would not result in significant impacts related to an airport land use plan, a public airport, or a private airstrip.

IX. g) The proposed ordinance amendments would regulate the location and operation of adult uses restricted to certain M-1 Zones or any M-2 Zone (with compliance of *Locational Limitations*). In addition, proposed adult uses would be subject to the City's Municipal Code, which includes the Uniform Building Code, and reviews from the City's Fire Department. Furthermore, a proposed adult use is subject to an Adult Use Development Permit, which will require full review of all City, State and Federal laws related to emergency services. Therefore, the proposed ordinance would not result in significant impacts related to impairment or interference with an adopted emergency response plan or emergency evacuation plan.

IX. h) The proposed ordinance amendments would regulate the location and operation of adult uses restricted to certain M-1 or any M-2 Zones (compliance with *Locational Limitations*), which are not wildland fire locations. In addition, proposed adult uses would be subject to the City's municipal code requirements, which includes the Uniform Building Code, and reviews from the City's Fire Department. Furthermore, a proposed adult use is subject to an Adult Use Development Permit, which will require full review of all City, State and Federal laws related to emergency services. Therefore, the proposed ordinance would not result in impacts related to wildland fires.

X. HYDROLOGY AND WATER QUALITY.					
Would the project:		Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a)	Violate any water quality standards or waste discharge requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b)	Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c)	Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d)	Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e)	Create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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| f) | Otherwise substantially degrade water quality? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| g) | Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| h) | Place within a 100-year flood hazard area structures which would impede or redirect flood flows? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| i) | Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| j) | Expose people or structures to inundation by seiche, tsunami, or mudflow? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Discussion:

X. a) The proposed ordinance provides regulations related to the location and operation of adult uses, which are limited to certain M-1 and any M-2 Zones (compliance with *Locational Limitations*) and an Adult Use Development Permit which will require submission of Water Quality Management Plans, as required, and compliance with the Pollutant Discharge Elimination System Regulations. The City's Planning and Building Plan Check Review processes includes safeguards to ensure that projects will not result in violation of any water quality standards or waste discharge requirements.

X. b) The proposed ordinance provides regulations related to the location and operation of adult uses, which are limited to certain M-1 and any M-2 Zones (compliance with *Locational Limitations*). Under the proposed ordinance amendments, adult uses would continue to be regulated by the other provisions in the City Code, including Title 12 (Streets and other Public Places), Title 13 (Utilities), Title 14 (Storm Drains and Floodplain Management), Title 15 (Building and Construction) and Title 16 (Division of Land), that requires M-1 and M-2 uses be served by water purveyors and not well water. In addition, adult uses would continue to be regulated by local, state, and federal regulations related to groundwater supplies and recharge. Therefore, implementation of the proposed ordinance would not substantially deplete groundwater supplies or interfere with groundwater recharge, and groundwater related impacts would not occur.

X. c) As described in response b), the proposed ordinance amendments provides regulations related to the location and operation of adult uses, which are limited to certain M-1 and any M-2 Zones (compliance with *Locational Limitations*). Under the proposed ordinance amendments, adult uses would continue to be regulated by the other provisions in the City Code related to erosion and drainage, including the drainage improvement requirements provided in Title 14 (Storm Drains and Floodplain Management), Title 15 (Building and Construction) and Title 16 (Division of Land). In addition, other local and regional requirements related to Storm Water Pollution Prevention Plans (SWPPP) and Water Quality Management Plans (WQMP) would continue to apply, as appropriate, to adult-oriented business uses. Furthermore, an Adult Use Development Permit will require development review of proposed adult uses prior to development of any construction plans. Therefore, the proposed ordinance would not result in impacts related to alteration of an existing drainage pattern through the alteration of the course of a stream or river, or by other means, in a manner that would result in substantial erosion or siltation on- or off-site.

X. d) Refer to responses b) and c) above. Under the proposed ordinance amendments, adult uses would continue to be regulated by provisions in the City Code related to drainage, including the drainage improvement

requirements provided in Title 13 (Utilities), Title 14 (Storm Drains and Floodplain Management), Title 15 (Building and Construction) and Title 16 (Division of Land). In addition, other local and regional requirements related to SWPPPs and WQMPs would continue to apply, as appropriate, to adult-oriented business uses. As a result, implementation of the proposed ordinance amendments would not substantially alter existing drainage patterns through alteration of a course of a stream or river, or by other means, substantially increase the rate or amount of surface runoff in a manner that would result in flooding. The City’s review process includes safeguards to ensure that projects avoid impacts to water quantity and quality.

X. e-f) As described in responses a) through d) above, implementation of the proposed adult use ordinance amendments would not change requirements related to infrastructure, retention of stormwater or water quality. Existing local, Regional Water Quality Control Board (RWQCB), and federal regulations would continue to apply to adult uses. As a result, the City’s review process includes safeguards to ensure that projects will not create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff, or otherwise substantially degrade water quality.

X. g) The proposed ordinance amendments provides regulations related to the location and operation of adult-uses in certain M-1 and any M-2 Zones (compliance with *Locational Limitations*). The ordinance does not involve development of housing and would not place housing within a 100-year flood hazard area. No impacts would occur.

X. h) The proposed ordinance amendments provides regulations related to the location and operation of adult uses in certain M-1 or any M-2 Zone (compliance with *Locational Limitations*). Under the proposed ordinance amendments, adult uses would continue to be regulated by the other provisions in the City Code, including those related to development within a flood zone. As such, a proposed adult uses located within a Floodplain Safety Overlay zone or otherwise within a flood zone shall comply with regulations in Title 14 (Storm Drains and Floodplain Management). Therefore, the proposed ordinance would not result in impacts related to development of structures within a 100-year flood hazard area that would impede or redirect flood flows.

X. i-j) As described in responses a) through d) above, the proposed ordinance amendments provides regulations related to the location and operation of adult uses in certain M-1 or any M-2 Zones (compliance with *Locational Limitations*), and proposed adult uses would continue to require compliance with City Code, regional, and state requirements related to flooding. As such, a proposed adult use located within a Floodplain Safety Overlay or otherwise within a flood zone shall comply with regulations in Title 14 (Storm Drains and Floodplain Management). Thus, implementation of the proposed ordinance amendments would not expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam; or inundation by seiche or mudflow. The City of Colton is located a substantial distance from the Pacific Ocean and is not at risk of tsunamis.

XI.	LAND USE AND PLANNING. Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a)	Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

- b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?
- c) Conflict with any applicable habitat conservation plan or natural community conservation plan?

Discussion:

XI. a) The proposed ordinance amendments regulates the location and operation of adult uses within certain M-1 and any M-2 zones (compliance with *Locational Limitations*). In addition, the ordinance amendments require separation distances from sensitive uses such as school/park, residential zones and religious institutions. The intent of the proposed ordinance amendments is to provide appropriate locations for adult uses that would not conflict with the existing community. As a result, implementation of the proposed ordinance amendments would not physically divide an established community.

XI. b) The intent of the proposed ordinance amendments are to provide land use and operating regulations that would mitigate potential adverse secondary effects of adult uses and protect the quality of life and neighborhoods in the City. The proposed ordinance amendments specify location and operating requirements, and the application requirements for an Adult Use Development Permit, all designed to avoid or minimize potential nuisances and impacts to the environment. Adult use would continue to be regulated by the City's Code and other regional and state regulations, as appropriate. The proposed ordinance would be adopted for the purpose of providing adequate sites to establish an adult use, and would not conflict with existing land use plan policies, or regulations related to the environment. Therefore, the proposed ordinance amendments would not result in land use and planning impacts.

XI. c) The proposed ordinance amendments requires adult uses to be located in certain M-1 or any M-2 Zones (compliance with *Locational Limitations*) that would generally not be included in a habitat conservation plan or natural community conservation plan. The Adult Use Development Permit review and approval process will allow property analysis and findings in establishing an adult use within the City Corporate boundaries. Therefore, conflicts with an applicable habitat conservation plan or natural community conservation plan would not result from implementation of the proposed ordinance.

XII.	MINERAL RESOURCES. Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a)	Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b)	Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion:

XIL a-b) The proposed ordinance amendments would regulate the location and operation of adult uses to certain M-1 or any M-2 Zones (compliance with *Locational Limitations*), which may be mineral resource locations. An Adult Use Development Permit will require specific site analysis in potential loss of mineral resources via appropriate environmental review, if needed. Therefore, the City’s review process includes safeguards to ensure that projects will not result in impacts related to loss of availability of a known or locally important mineral resource. As such, the proposed ordinance amendments will have no impact on loss of mineral resources as the expanded areas are appropriately addressed by current city code and 2015 adopted CEQA policy requirements

XIII.	NOISE. Would the project result in:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a)	Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b)	Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c)	A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d)	A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e)	For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f)	For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion:

XIII. a) The proposed ordinance amendments provides regulations related to the location and operation of adult uses that are limited to certain M-1 and any M-2 Zones (compliance with *Locational Limitations*). Compliance with City Codes detailed in Title 18 (Zoning Code) and Operating Standards detailed in Chapter 18.49 (Adult Use Regulations) of the Development Code, as well as all other provisions of the Development Code will be confirmed in the application process, in accordance with the Adult Use Development Permit application procedures. Therefore any potential impacts relative to noise will be avoided.

XIII. b) The proposed ordinance amendments provides regulations related to the location and operation of adult uses that are limited to certain M-1 and any M-2 Zones (compliance with *Locational Limitations*). Under the

proposed ordinance, adult uses would continue to be required to comply with the City’s adopted noise standards, including City Code Section 18.42.050 (Vibration), which provides standards for groundborne vibration during construction periods. In addition, application of an adult use is required to be reviewed comprehensively through the Adult Use Development Permit, which may include specific conditions of approval related to noise and vibration. Therefore, implementation of the proposed ordinance would not result in the exposure of persons to, or generation of, excessive groundborne vibration or groundborne noise levels, and impacts would not occur.

XIII. c-d) As described in response a), the proposed ordinance amendments provides regulations related to the location and operation of adult uses that are limited to certain M-1 and any M-2 Zones (compliance with *Locational Limitations*), and the review of a project through the Adult Use Development Permit, which includes review of potential noise impacts. As such, noise levels generated by adult use will not exceed any adopted standards. Therefore, implementation of the proposed ordinance would not result in either permanent or temporary substantial increases in ambient noise levels, and impacts related to noise would not occur.

XIII. e-f) The proposed ordinance amendments would regulate the location and operation of adult use to areas zoned as M-1 or M-2 Zones (with compliance of *Locational Limitations*). In addition, proposed adult uses would be subject to guidelines of applicable airport land use plans, where applicable. In the case of Colton, there are no airports within two miles of M-1 or M-2 properties. Furthermore, review of potential impacts of the project will be thoroughly reviewed via Adult Use Development Permit process. Therefore, the proposed ordinance would not result in impacts related to exposure of people residing or working near an airport or airstrip to excessive noise levels.

XIV.	POPULATION AND HOUSING. Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a)	Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of road or other infrastructure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b)	Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c)	Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion:

XIV.a) The proposed ordinance amendments regulates the location and operation of adult uses within certain M-1 and any M-2 Zones (compliance with *Locational Limitations*). The proposed ordinance does not propose new homes, businesses, roads, or infrastructure; and would not induce substantial population growth. Conversely, the ordinance includes distance requirements from sensitive uses that would limit the areas where new adult could be located, and may act as a constraint to growth of adult uses. As a result, implementation of the proposed ordinance would not result in impacts related to growth.

XIV. b-c) The proposed ordinance regulates the location and operation of adult uses within certain M-1 Zones and any M-2 Zones (compliance with *Locational Limitations*), and would require adult uses to be separated from residential uses. The proposed ordinance would not displace housing units or people, and would not necessitate the construction of housing. Impacts related to population and housing would not occur from implementation of the proposed ordinance.

XV.	PUBLIC SERVICES. Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a)	Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	i.Fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	ii.Police protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	iii.Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	iv.Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	v.Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion:

XV. a.i) The proposed ordinance amendments would regulate the location and operation of adult uses restricted to certain M-1 or any M-2 Zones (compliance with *Locational Limitations*). Adult uses are also subject to the City's development requirements, which include the Uniform Building Code and reviews from the City's Fire Department. Furthermore, an Adult Use Development Permit is required where full review of environmental impacts and analysis is completed for Planning Commission consideration in approving such projects. As such, a proposed adult uses will be reviewed by Police, Fire, Electric and Public Works for the provision of adequate public services to serve a specific proposal. Therefore, the City's review process includes safeguards to ensure that projects will not result in impacts related to the need for fire protection services, which would cause a need for new, or physically altered, fire and other public services protection facilities.

XV. a.ii) The proposed ordinance amendments would regulate the location and operation of adult uses, and includes requirements for security lighting and security systems that records identification of persons entering and exiting the facility and parking lot activities. In addition, permits for adult use facilities would be reviewed and by the City's Police Department prior to approval to ensure compliance with the City's Code requirements related to crime prevention. Therefore, the proposed ordinance would not result in impacts related to the need for Police Department and other public services, which would cause a need for new, or physically altered facilities.

XV. a.iii) The proposed ordinance amendments regulates the location and operation of adult uses within the M-1 and M-2 Zones. The proposed ordinance amendments do not propose new homes, businesses, or other uses that would induce population growth. The proposed ordinance would not result in an increase in the student population of the County, or otherwise involve school facilities. As a result, impacts related to the need for new, or physically altered, schools would not occur.

XV. a.iv) The proposed ordinance amendments would regulate the location and operation of adult uses. Adult uses would be limited to areas zoned as M-1 or M-2, and would require a setback from park or community center

uses. The proposed ordinance does not otherwise involve park facilities and would not result in an increase in the use of existing facilities, such that a need for new, or physically altered, parks would occur.

XV. a.v) As described in responses a.i) through a.iv), the proposed ordinance amendments regulates the location and operation of adult uses within certain M-1 and any M-2 Zones (compliance with *Locational Limitations*). The proposed ordinance does not propose new homes, businesses, or other uses that would induce population growth. The proposed ordinance would not result in a population increase that would require public facilities. As a result, impacts related to the need for new, or physically altered, public facilities would not occur.

XVI.	RECREATION. Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a)	Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b)	Does the project include recreational facilities or require the construction or expansion of recreational facilities which have an adverse physical effect on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion:

XVI a-b) The proposed ordinance amendments would regulate the location and operation of adult uses. Adult-uses are restricted to certain M-1 or any M-2 (compliance with *Locational Limitations*), and would require a minimum of 500-foot setback from park or community center uses, and residential zones. The proposed ordinance does not otherwise involve recreation facilities and would not result in an increase in the use of existing facilities, such that substantial physical deterioration would occur. In addition, the proposed ordinance does not require the construction or expansion of recreation facilities. Therefore, implementation of the proposed ordinance would not result in impacts related to recreation facilities, or related to construction of recreation facilities.

XVII.	TRANSPORTATION / TRAFFIC. Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a)	Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation n including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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| b) | Conflict with an applicable congestion management program, including, but not limited to, level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) | Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| d) | Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| e) | Result in inadequate emergency access? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| f) | Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Discussion:

XVII. a-b) The proposed ordinance amendments regulates the location and operation of adult uses restricted to certain M-1 and any M-2 Zones (compliance with *Locational Limitations*). The proposed ordinance does not propose new uses that would induce population growth or result in substantial traffic volumes, or otherwise conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system. In addition, an Adult Use Development Permit is required at which time compliance with county congestion management program, off street parking and circulation patterns are reviewed, and the Installation of Street Improvement requirements pursuant to the Title 12 (Streets and other Public Places), Title 13 (Utilities), Title 14 (Storm Drains and Floodplain Management), Title 15 (Building and Construction) and Title 16 (Division of Land). The City Contract Traffic Engineer review and conditions would also be provided during the Adult Use Development Permit process. Therefore, implementation of the proposed ordinance would not result in impacts related to traffic congestion, conflict with traffic programs, or City performance standards.

XVII. c) The proposed ordinance amendment would regulate the location and operation of adult uses to specific areas within M-1 or any M-2 (compliance with *Locational Limitations*).. In addition, proposed adult uses would be subject to guidelines of applicable airport land use plans, where applicable. Furthermore, an Adult Use Development Permit is required at which time compliance with county congestion management program, off street parking and circulation patterns are reviewed, and the Installation of Street Improvement requirements pursuant to the Title 12 (Streets and other Public Places), Title 13 (Utilities), Title 14 (Storm Drains and Floodplain Management), Title 15 (Building and Construction), Title 16 (Division of Land) and Title 18 (Zoning Code). Therefore, the proposed ordinance would not result in impacts related to a change in air traffic patterns that results in a substantial safety risk.

XVII. d) The proposed ordinance would regulate the location and operation of adult uses restricted to areas within M-1 or M-2, subject to *Locational Limitations* requirements of the Zoning Code. The proposed ordinance amendments does not propose new uses or hazardous design features that could result in traffic impacts. In addition, the ordinance requires separation distances from sensitive to ensure that incompatible uses would not occur. The intent of the proposed ordinance amendments is to provide appropriate locations for adult uses that would not conflict with the existing community. Therefore, the proposed ordinance would not result in an increase in hazards due to design features or incompatible uses.

XVII. e) The proposed ordinance amendments would regulate the location and operation of adult uses restricted to certain M-1 or any M-2 (compliance with *Locational Limitations*). In addition, proposed adult uses would be subject to the City's development requirements, which includes the Uniform Building Code, and reviews from the City's Fire Department to ensure emergency access. Furthermore, an Adult Use Development Permit is required which would initiate review of any future adult use with compliance of City building codes, fire codes, and other municipal codes related to development standards for project developments. Therefore, the proposed ordinance amendments would not result in impacts related to inadequate emergency access.

XVII. f) The proposed ordinance amendments would regulate the location and operation of adult uses. Adult uses would be limited to areas zoned M-1 or M-2 and would be required to comply with other portions of the City's Code related to transit, bicycle, and pedestrian facilities, as applicable. The proposed ordinance does not otherwise involve alternative transportation and would not result in a conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities.

XVIII. UTILITIES AND SERVICE SYSTEMS. Would the project:		Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a)	Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b)	Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c)	Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d)	Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed? In making this determination, the Lead Agency shall consider whether the project is subject to the water supply assessment requirements of Water Code Section 10910, et. seq. (SB 610), and the requirements of Government Code Section 664737 (SB 221).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e)	Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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| f) | Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| g) | Comply with federal, state, and local statutes and regulations related to solid waste? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Discussion:

XVIII. a) The proposed ordinance amendments provides regulations related to the location and operation of adult uses restricted in certain M-1 or certain M-2 Zones (compliance with *Locational Limitations*) and an Adult Use Development Permit is required which would initiate review of any future adult use with compliance of City building codes, fire codes, and other municipal codes related to development standards for project developments. Project implementation will not violate any water quality standards or waste discharge requirements. The applicant is required to comply with requirements of the City Public Works Department and ensure that Best Management Practices (BMPs) are followed during construction. Under Section 402 of the Clean Water Act (CWA), the Regional Water Quality Control Board (RWQCB) issues National Pollutant Discharge Elimination System (NPDES) permits to regulate waste discharges to waters of the U.S. Waters of the U.S. including rivers, lakes, and their tributary waters. Waste discharges include discharges of stormwater and construction project discharges. The City has a permit from the RWQCB for all wastewater generated within its boundaries. Because the project proponent would be required to adhere to wastewater discharge requirements found within the NPDES permit process as well as provisions required by the City of Colton, no impacts would be generated to this issue would result from implementation of the proposed ordinance amendments project. Therefore, the proposed ordinance would not result in conflicts with requirements of the RWQCB (Regional Water Quality Control Board).

XVIII. b) The proposed ordinance amendments provides regulations related to the location and operation of adult uses restricted to certain M-1 or any M-2 Zones (compliance with *Locational Limitations*). In addition, adult uses would continue to be regulated by the other provisions in the City Municipal Code, including Title 13 (Utilities), that requires M-1 and M-2 uses be served by Colton wastewater. Because the proposed ordinance amendments would not induce growth and would require compliance with existing regulations related to water use and wastewater services, impacts related to wastewater treatment facilities would not occur.

XVIII. c) The proposed ordinance amendments provides regulations related to the location and operation of adult uses, which are limited to certain M-1 and certain M-2 Zones. Under the proposed ordinance, adult uses would continue to be regulated by the other provisions in the City Municipal Code, including Title 13 (Utilities) and Title 14 (Storm Drains and Floodplain Management). In addition, adult uses would continue to be required to control stormwater consistent with the existing requirements of the RWQCB. Therefore, implementation of the proposed ordinance would not result in impacts related to construction of new storm water drainage facilities.

XVIII. d) The proposed ordinance amendments provides regulations related to the location and operation of adult uses, which are limited to certain M-1 or any M-2 Zones. Under the proposed ordinance amendments, adult uses would continue to be regulated by the other provisions in the City Code, including Title 13 (Utilities) and Title 14 (Storm Drains and Floodplain Management), that requires M-1 and M-2 uses be served by water purveyors. In addition, adult-oriented uses would continue to be regulated by local and regional regulations related to water use. Also, the Adult Use Development Permit will require review by the City's Engineering staff for provision of adequate water supplies and compliance with groundwater management and public water supply systems. Therefore, implementation of the proposed ordinance amendments would not result in impacts related to water supplies, and would not require expanded water entitlements.

XVIII. e) Refer to response b). The proposed ordinance provides regulations related to the location and operation of adult uses restricted in certain M-1 and any M-2 Zones, and implementation of the proposed ordinance would not induce substantial population growth. In addition, adult uses would continue to be regulated by the City Code. Because the proposed ordinance amendments would not induce growth and would require compliance

with existing regulations related to wastewater, impacts related to wastewater treatment facilities would not occur.

XVIII. f-g) The proposed ordinance amendments provides regulations related to the location and operation of adult uses restricted in certain M-1 or any M-2 Zones. Adult uses do not generate large volumes of solid waste. In addition, the application for an Adult Use Development Permit is required, which initiates project review and compliance with all city, state and federal laws related to a development project or adult use project. Therefore, the proposed ordinance amendments would not result in impacts related to landfill capacity and compliance with solid waste regulations.

XIX.	MANDATORY FINDINGS OF SIGNIFICANCE	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a)	Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b)	Does the project have the potential to achieve short-term environmental goals to the disadvantage of long-term environmental goals?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c)	Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current project, and the effects of probable future projects.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d)	Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion:

XVIII. a) The proposed ordinance amendments would regulate the location and operation of adult uses restricted to certain M-1 and any M-2 Zones (compliance with *Locational Limitations*). The proposed adult uses ordinance amendments would not have the potential to reduce the habitat of a fish or wildlife species, cause a fish or

wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, or reduce the number or restrict the range of a rare or endangered plant or animals. Generally, the M-1 (Light Industrial) and M-2 (Heavy Industrial) Zones in the City generally do not contain areas of sensitive habitat or where sensitive species may be found. In addition, an Adult Use Development Permit is required to establish an adult use establishment in the City of Colton at which time compliance with all City codes and California Environmental Review Act (CEQA) would be reviewed and analyzed. Therefore, any potential impacts on biological resources will be avoided. Additionally, an adult uses shall be constructed and operated in compliance to the standards in Chapter 18.49 (Adult Use Regulations) and other applicable municipal codes. This includes a requirement to process an Adult Use Development Permit which would require review of an adult use project for compliance with all City development standards and CEQA. As a result, the proposed ordinance amendments would not result in impacts these biological resources. These standards are provided to protect important examples of California's history and prehistory. As a result, implementation of the proposed ordinance would not result in impacts related to cultural or paleontologic resources.

XVIII. b) The proposed ordinance amendments would regulate the location and operation of adult uses restricted to certain M-1 or any M-2 Zones (compliance with *Locational Limitations*), to mitigate potential adverse secondary effects of these uses and protect the quality of life and neighborhoods in the City. As described throughout this Initial Study, implementation of the proposed ordinance amendments would not result in environmental impacts and includes certain requirements to obtain an Adult Use Development Permit which is required to be approved by the City Planning Commission by holding a noticed public hearing. In addition, adult uses are required to comply with the City's Code, regional, state and federal regulations. Implementation of the proposed ordinance would not impacts that are individually limited, but could be incrementally considerable. There are no other past, current, or probable future projects or proposed ordinances that would combine with the proposed ordinance to result in a cumulatively adverse impact. Therefore, cumulative impacts related to the proposed ordinance would not occur.

XVIII. c) The intent of the proposed ordinance amendments is to provide land use and operating regulations that would mitigate potential adverse secondary effects of adult-oriented businesses and protect the quality of life and neighborhoods in the City. The proposed ordinance provides location standards and design standards, and the application packet includes performance standards to minimize potential nuisances and both direct and indirect impacts to human beings. In addition to the proposed ordinance, adult use would continue to be regulated by the City's Code and other regional, state and federal regulations, as appropriate. The proposed ordinance would be adopted for the purpose of avoiding or mitigating an environmental effect, and would not cause substantial adverse effects on human beings.

Note: Authority cited: Sections 21083, 21083.05, Public Resources Code. Reference: Section 65088.4, Gov. Code; Sections 21080, 21083.05, 21095, Pub. Resources Code; *Eureka Citizens for Responsible Govt. v. City of Eureka* (2007) 147 Cal.App.4th 357; *Protect the Historic Amador Waterways v. Amador Water Agency* (2004) 116 Cal.App.4th at 1109; *San Franciscans Upholding the Downtown Plan v. City and County of San Francisco* (2002) 102 Cal.App.4th 656.

Revised 2009

REFERENCES. The following references cited in the Initial Study are on file and/or information pertaining to this subject can be inquired in the Development Services Department.

1. City of Colton General Plan
2. City of Colton General Plan Land Use Plan/Zoning Districts Map
3. City of Colton Development Code (Title 18 of the Colton Municipal Code)
4. City of Colton Municipal Code (Titles 12-16)
5. South Coast Air Quality Management District, CEQA Air Quality Handbook
6. Federal Emergency Management Agency, Flood Insurance Rate Maps
7. Santa Ana Regional Water Quality Control Board
8. California Department of Conservation, Farmland Mapping and Monitoring Program, 2004.8
9. Preliminary Traffic Assessment to Identify and Evaluate any Potential Traffic Impacts.
10. State of California Public Resource Code
11. California Integrated Waste Management Board, Solid Waste Information System,
www.ciwmb.ca.gov/swis
12. Southern California Association of Governments (SCAG)
http://www.scag.ca.gov/forecast/downloads/excel/RTP07_CityLevel.xls
13. Hazardous Waste Substance and Sites List.

ATTACHMENT 6

Draft Ordinance No. O-02-16 with Exhibit-A

1
2 4. Special regulation of adult-oriented businesses is necessary to ensure that their
3 adverse secondary effects will not contribute to an increase in the crime rates or the blighting or
4 downgrading of the areas in which they are located or surrounding areas. The need for special
5 regulation is based on the recognition that adult-oriented businesses have serious objectionable
6 operational characteristics, particularly when several of them are concentrated under certain
7 circumstances or located in direct proximity to sensitive uses such as residential zones and uses,
8 parks, schools, churches or day care centers.

9
10 5. It is the purpose and intent of these special regulations to prevent the establishment
11 and operation of adult-oriented businesses in a manner that would create such adverse secondary
12 effects. Thus, in order to protect and preserve the public health, safety, and welfare of the
13 citizenry, especially minors, special regulations are necessary.

14
15 6. The protection and preservation of the public health, safety and welfare require
16 that certain operational, zoning and distance requirements for adult-oriented businesses also be
17 imposed.

18
19 **WHEREAS**, in adopting these regulations, the city council is mindful of legal principles
20 relating to regulation of adult businesses and does not intend to suppress or infringe upon any
21 expressive activities protected by the First Amendments of the United States and California
22 Constitutions, but instead desires to enact reasonable time, place, and manner regulations that
23 address the adverse secondary effects of adult businesses. The city council has considered
24 decisions of the United States Supreme Court regarding adverse secondary effects and the local
25 regulation of adult businesses, including but not limited to: *Young v. American Mini Theaters.*
26 *Inc.*, 427 U.S. 50 (1976) (Reh. denied 429 U.S. 873); *Renton v. Playtime Theaters*, 475 U.S. 41
27 (1986) (Reh. denied 475 U.S. 1132); *FW/PBS. Inc. v. Dallas*, 493 U.S. 215 (1990); *Barnes v.*
28 *Glenn Theater*, 501 U.S. 560 (1991), and *City of Erie v. Paps A.M.* (2000) 529 U.S. (2000
Daily Journal DAR 3255), United States Court of Appeals 9th Circuit decisions, including but not
limited to: *Topanga Press, et al. v. City of Los Angeles*, 989 F.2d 1524 (1993); *Kev. Inc. v.*
Kitsap County, 793 F.2d 1053 (9th Cir. 1986); *Colacurcio v. City of Kent*, 163 F.3d 545 (9th Cir.
1998), pet. For cert. Filed (1999); several California cases including but not limited to: *Tily B. v.*
City of Newport Beach, 69 Cal.App.4th 1 (1998); *City of National City v. Wiener*, 3 Cal.4th 832
(1993); *People v. Superior Court (Lucero)* 49 Cal.3d 14 (1989); and *City of Vallejo v. Adult*
Books, et al., 167 Cal.App.3d 1169 (1985); and other federal cases including *Lakeland Lounge v.*
City of Jacksonville (5th Cir. 1992) 973 F.2d 1255, *Hang On, Inc. v. Arlington* (5th Cir. 1995) 65
F.3d 1248, *Mitchell v. Commission on Adult Entertainment* (3rd Cir. 1993) 10 F.3d 123,
International Eateries v. Broward County (11th Cir. 1991) 941 F.2d 1157, and *Star Satellite v.*
City of Biloxi (5th Cir. 1986) 779 F.2d 1074.

29
30 **WHEREAS**, the city council hereby adopts each of the regulations contained in this
31 chapter as a means to reasonably address the adverse secondary effects of adult-oriented
32 businesses; and

1
2 **NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF COLTON,**
3 **CALIFORNIA, DOES ORDAIN AS FOLLOWS:**

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

6 **SECTION 2. General Plan Consistency.** Based on the entire record before the City Council and
7 all written and oral evidence presented, including the staff report and the findings made in this
8 Ordinance, the City Council hereby finds and determines that the proposed Zone Text
9 Amendment is consistent with the goals and policies of the City of Colton General Plan. In
10 addition, the proposed amendments are reasonably related to the public welfare because they
11 impose regulations that address and mitigate the potential adverse secondary effects of adult
12 businesses that may locate in the City of Colton.

13 **SECTION 3.** The City Council of the City of Colton hereby amends a portion of the table found
14 in Section 18.06.060 G - Industrial Districts Table - of the Colton Municipal Code relating to
15 Uses Permitted in each Zone, to read as follows (New text is shown in **underline and bold** and
16 deleted text is shown in ~~strike through~~):

G. Industrial Districts Table	I-P	M-1	M-2
Adult Businesses <u>(See Chapter 18.49 Adult Use Regulations)</u>	N	N <u>A</u>	A

18
19 **SECTION 4.** The City Council of the City of Colton hereby amends and restates Chapter 18.49
20 – Adult Use Regulations, in its entirety, to read as follows:

21 **“Chapter 18.49 - ADULT USE REGULATIONS**

22 **Sections:**

23 **18.49.010 - Purpose.**

24 The purpose of this chapter is to provide special design guidelines/standards and development
25 regulations which regulate the time, place and manner of the operation of adult use facilities in
26 order to minimize the negative secondary effects associated with such facilities.

27 **18.49.020 - Definitions.**

28

1 In addition to the definitions contained in the Municipal Code, the following words and phrases
2 shall, for the purposes of this chapter, be defined as follows, unless it is clearly apparent from the
3 context that another meaning is intended. Should any of the definitions be in conflict with the
4 current provisions of the Municipal Code, these definitions shall prevail:

4 "Adult Arcade" means any business establishment or concern to which the public is permitted or
5 invited and where coin or slug operated or electronically, electrically or mechanically controlled
6 amusement devices, still or motion picture machines, projectors, videos or other image-producing
7 devices are maintained to show images on a regular or substantial basis, where the images so
8 displayed are distinguished or characterized by an emphasis on matter depicting or describing
9 "Specified Sexual Activities" or "Specified Anatomical Areas."

8 "Adult Bookstore" means any business establishment or concern having as a regular and
9 substantial portion of its stock in trade, "Material" (as defined below) which is distinguished or
10 characterized by its emphasis on matter depicting, describing or relating to "Specified Sexual
11 Activities" or "Specified Anatomical Areas."

11 "Adult Business" or "Adult Use" means:

12 1. Any business establishment or concern which as a regular and substantial course of
13 conduct operates as an Adult Bookstore, Adult Theater, Adult Arcade, Adult Cabaret, Adult
14 Figure Modeling Studio, Adult Motel or Hotel; or

15 2. Any business establishment or concern which as a regular and substantial course of
16 conduct offers, sells or distributes Adult Oriented Merchandise or sexually oriented merchandise,
17 or which offers to its patrons materials, products, merchandise, services or entertainment
18 characterized by an emphasis on matters depicting, describing or relating to "Specified Sexual
19 Activities" or "Specified Anatomical Parts," but not including those uses or activities which are
20 preempted by state law.

19 "Adult Cabaret" or "Adult Nightclub" means a business establishment or concern (whether or not
20 serving Alcoholic Beverages) which features live performances by topless and/or bottomless
21 dancers, go-go dancers, exotic dancers, strippers or similar entertainers, and where such
22 performances are distinguished or characterized by their emphasis on matter depicting, describing
23 or relating to "Specified Sexual Activities" or "Specified Anatomical Areas."

23 "Adult Dance Studio" means any business establishment or concern which provides for members
24 of the public a partner for dance where the partner, or the dance, is distinguished or characterized
25 by the emphasis on matter depicting, or describing or relating to "Specified Sexual Activities" or
26 "Specified Anatomical Areas."

26 "Adult Oriented Merchandise" (or sexually oriented merchandise) means sexually oriented
27 implements, paraphernalia or novelty items, such as, but not limited to: dildos, auto sucks,
28 sexually oriented vibrators, benwa balls, inflatable orifices, anatomical balloons with orifices,
simulated and battery operated vaginas, and similar sexually oriented devices which are designed
or marketed primarily for the stimulation of human genital organs or sado-masochistic activity or

1 distinguished or characterized by their emphasis on matter depicting, describing or relating to
2 "Specified Sexual Activities" or "Specified Anatomical Areas."

3 "Adult Theater" means a theater or other commercial establishment with or without a stage or
4 proscenium which is used for presenting, on a regular and substantial basis, "Material" which is
5 distinguished or characterized by an emphasis on matter depicting, or describing, or relating to
6 "Specified Sexual Activities" or "Specified Anatomical Areas."

7 "Arcade Booth" means any enclosed or partially enclosed portion of an establishment in which an
8 Adult Arcade is located, or where a live performance is presented, on a regular or substantial
9 basis, where the material presented is distinguished or characterized by an emphasis on matter
10 depicting, or describing, or relating to "Specified Sexual Activities" or "Specified Anatomical
11 Areas."

12 "M-1 Light Industrial Zone" means any property within the City which is zoned M-1 Light
13 Industrial Zone on the City's Official Zoning Map adopted by Ordinance No. 0-14-92, effective
14 August 21, 1992, as may be amended from time to time.

15 "M-2 Heavy Industrial Zone" means any Property within the City which is zoned M-2 Heavy
16 Industrial Zone on the City's Official Zoning Map adopted by Ordinance No. 0-14-92, effective
17 August 21, 1992, as may be amended from time to time.

18 "Material" relative to Adult Businesses, means and includes, but is not limited to, accessories,
19 books, magazines, photographs, prints, drawings, paintings, motion pictures, pamphlets, videos,
20 slides, tapes or electronically generated images or devices including computer software, or any
21 combination thereof.

22 "Park" means any property within the City which is zoned "Public Park" on the City's Official
23 Zoning Map adopted by Ordinance No. 0-14-92, effective August 21, 1992, as may be amended
24 from time to time.

25 "Performer" means any person who is an employee or independent contractor of the Adult
26 Business, or any person who, with or without any compensation or other form of consideration,
27 performs live entertainment for patrons of an Adult Business.

28 "Religious Institution" means a facility used primarily for religious assembly or worship and
related religious activities.

"Residential Zone" means any property within the City which is zoned "Residential," including
R-E (Residential Estate Zone), R-1 (Low Density Residential Zone), R-2 (Medium Density
Residential Zone) and R-3 (High Density Residential Zone) as set forth on the City Zoning Map,
adopted by Ordinance No. 0-14-92 on August 21, 1992 and fully incorporated by this reference,
and as may be amended from time to time. "Residential Zone" also includes residential zones
contained within Specific Plan areas and the Planned Community Development Overlay Zone as
set forth on the City Zoning Map.

1 "School" means any institution of learning for minors whether public or private, which offers
2 instruction in those courses of study required by the California Education Code or which is
3 maintained pursuant to standards set by the State Board of Education and has an approved use
4 permit, if required, under the applicable jurisdiction. This definition includes a nursery school,
kindergarten, elementary school, junior high school, senior high school. The definition of School
does not include a community or junior college, college or university, or a vocational institution.

5 "Specified Anatomical Areas" means:

- 6
1. Less than completely and opaquely covered:
 - 7 a. Human genitals, pubic region,
 - 8 b. Buttock, or
 - 9 c. Female breast below a point immediately above the top of the areola; or
 2. Any device or covering, when exposed to view, which simulates the female breast below a
10 point immediately above the top of the areola, human genitals, pubic region or buttock; or
 - 11 3. Human or simulated male genitals in a discernible turgid state, even if completely and
opaquely covered.

12 "Specified Sexual Activities" means:

- 13 1. Human genitals in a state of sexual stimulation or arousal; and/or
- 14 2. Acts of human masturbation, sexual stimulation or arousal; and/or
- 15 3. Use of human or animal ejaculation, sodomy, oral copulation, coitus or masturbation;
and/or
- 16 4. Masochism, erotic or sexually-oriented torture, beating or the infliction of pain; and/or
- 17 5. Human excretion, urination, menstruation, vaginal or anal irrigation; and/or
- 18 6. Fondling or other erotic touching of human genitals, pubic region, buttock or female
breast.

19 **18.49.030 - Locational Limitations.**

20 A. Subject to the limitations of this chapter, Adult Businesses or Adult Use may be located in
21 the M-2 (Heavy Industrial Zone) or M-1 (Light Industrial Zone) of the City, subject to the
22 following:.

23 1. Within a one thousand foot radius of a Residential Zone. The distance between a proposed
24 use and a Residential Zone shall be measured from the nearest exterior wall of the facility
25 housing the Adult Business or proposed Adult Use to the nearest property line included within the
Residential Zone, measured along a straight line extended between the two points.

26 2. Within a one thousand-foot radius of a school or park. The distance between the proposed
27 Adult Business or Adult Use and a school or park shall be measured from the nearest exterior
28 wall of the facility housing the Adult Business or Adult Use to the nearest property line of the
school or park site, along a straight line extended between the two points.

1
2 3. Within a one thousand foot radius of a religious institution. The distance between the
3 Adult Business or proposed Adult Use and a religious institution shall be measured from the
4 nearest exterior wall housing the Adult Business or proposed Adult Use along a straight line
5 extended to the nearest exterior wall of the facility housing the religious institution.

6
7 4. For properties located in the M-1 (Light Industrial Zone), it is unlawful to establish any
8 adult business, except as specified in the following locations:

9
10 Location 1: Properties south of 1-10 Freeway and west of intersection of Hunts Lane and Steel
11 Road, western boundary is 2131 East Steel Road to eastern boundary at 2396 East
12 Steel Road, southern boundary is 2150 Oliver Holmes Road and eastern boundary is
13 441 and 601 South Hunts Lane.

14
15 Location 2: Properties west of 215 Freeway, from 2185 to 2283 La Crosse Avenue and 375 De
16 Berry Street east of the Southern Pacific Railroad property.

17
18 B. The Establishment of any Adult Business or Adult Use shall include the opening of such a
19 business as a new business, the relocation of the business, or the conversion of an existing
20 business, or an increase of more than fifty percent of the square footage of an existing business,
21 or of an existing Adult Business or Adult Use to a different type of Adult Business or Adult Use.

22
23 **18.49.040 - Development and Operating Standards.**

24
25 A. Hours of Operation. It is unlawful for any operator or employee of an Adult Business to
26 allow such Adult Business to remain open for business, or to permit any employee to engage in a
27 performance, solicit a performance, make a sale, solicit a sale, provide a service or solicit a
28 service, between the hours of 12:00 a.m. and 8:00 a.m. of any day.

B. Lighting Requirements. All exterior areas of the Adult Business shall be illuminated at a
minimum of one footcandle throughout the premises, minimally maintained and evenly
distributed at ground level.

C. Access Provision. The operator shall not permit any doors on the premises to be locked
during business hours and, in addition, the operator shall be responsible to see that any room or
area on the premises shall be readily accessible at all times and shall be open to view in its
entirety for inspection by any Law Enforcement Officer.

D. Minors' Access.

1. X-Rated Movies. X-rated movies or video tapes shall be restricted to persons over
eighteen years of age. If an establishment that is not otherwise prohibited from providing access
to persons under eighteen years of age sells, rents or displays videos that have been rated "X" or
rated "NC-17" by the Motion Picture Rating Industry (MPAA), or which have not been submitted
to the MPAA for a rating, and which consist of images which are distinguished or characterized
by an emphasis on depicting or describing "Specified Sexual Activities" or "Specified Anatomical

1 Areas," such videos shall be located in a specific section of the establishment where persons
2 under the age of eighteen shall be prohibited and shall not be visible from outside the premises.

3 2. Other Adult Materials. Access to adult materials shall be restricted to persons over
4 eighteen years of age.

5 E. Regulation of Closed Booths. No one shall maintain any Arcade Booth or individual
6 viewing area unless the entire interior of such premises wherein the picture or entertainment that
7 is viewed is visible upon entering into such premises; and further, that the entire body of any
8 viewing person is also visible immediately upon entrance to the premises without the assistance
9 of mirrors or other viewing aids. No partially or fully enclosed booths/individual viewing area or
partially or fully concealed booths/individual viewing area shall be maintained. No Arcade Booth
shall be occupied by more than one patron at a time. No holes shall be permitted between Arcade
Booths or individual viewing area.

10 F. Regulation of Viewing Areas. All viewing areas within the Adult Business shall be visible
11 from a continuous and accessible main aisle in a public portion of the establishment, and not
12 obscured in any manner by any door, curtain, wall, two-way mirror or other device which would
13 prohibit a person from seeing into the viewing area from the main aisle. A manager shall be
14 stationed in the main aisle or video monitoring shall be established at a location from which the
15 inside of all of the viewing areas are visible at all times in order to enforce all rules and
regulations. All viewing areas shall be designed or operated to permit occupancy of either one
person only, or more than ten persons. "Viewing area" means any area in which a person views
performances, pictures, movies, videos or other presentations.

16 G. Business License. A person shall not own, operate, manage, conduct or maintain an Adult
17 Business without first having obtained a Business License from the Development Services
18 Director pursuant to Chapter 5.02 of the Colton Municipal Code. The issuance or denial of the
Business License shall be made within fifteen days of the applicant's submitted application.

19 H. On-Site Manager—Security Measures. All Adult Businesses shall have a person who shall
20 be at least eighteen years of age and shall be on the premises to act as manager at all times during
21 which the business is open. Any and all individual(s) designated as the on-site manager shall be
22 registered with the City's Development Services Director by the owner to receive all complaints
and be responsible for all violations taking place on the premises.

23 The Adult Business shall provide a security system that visually records and monitors all parking
24 lot areas, or in the alternative, uniformed security guards to patrol and monitor the parking lot
25 areas during all business hours. A sign indicating compliance with this provision shall be posted
on the premises. The sign shall not exceed two by three feet and shall at a minimum be one foot
by one and a half feet.

26 I. Adult Business—Operating Requirements. No person, association, partnership or
27 corporation shall engage in, conduct or carry on, or permit to be engaged in, conducted or carried
28 on the operation of an Adult Business unless each and all of the following requirements are met:

1 1. No Employee, Owner, Operator, responsible managing employee, manager or permittee
2 of an Adult Business shall allow any person below the age of eighteen years upon the premises or
3 within the confines of any Adult Business if no liquor is served, or under the age of twenty-one if
liquor is served.

4 2. All Employees of Adult Businesses, other than performers while performing, shall, at a
5 minimum while on or about the licensed premises, wear an opaque covering which covers their
Specified Anatomical Areas.

6 3. No person shall perform live entertainment for patrons of an Adult Business except upon a
7 permanently fixed stage which is at least eighteen inches above the level of the floor, separated by
8 a distance of at least six feet from the nearest area occupied by patrons and surrounded with a
three-foot-high permanent barrier.. No patron shall be permitted within six feet of the stage while
the stage is occupied by a performer.

9 When patrons are present at the establishment, they shall not be allowed to directly touch, fondle
10 or caress, as those terms are defined in *Kev, Inc. v. Kitsap County*, 793 F.2d 1053 (9th Cir. 1986),
11 the performers while they are performing. This prohibition does not extend to incidental touching.
12 Patrons shall be advised of the separation and no touching requirements by signs placed on the
barrier and if necessary by employees of the establishment.

13 4. If patrons wish to tip performers, receptacles shall be at least six feet from the
14 permanently fixed stage. Patrons shall not throw tips to performers, hand tips directly to
performers or place tips in the performers' costumes.

15 **18.49.050 - Adult Use Development Permit— Requirements.**

16 A. No Adult Business may be established or operate within the City by right—all persons
17 wishing to establish an Adult Business or Adult Use within the City must apply for and receive an
18 Adult Use Development Permit under this chapter.

19 B. It is the burden of the applicant to supply evidence to justify the grant of an Adult Use
20 Development Permit. Such evidence shall include information, maps and/or exhibits that shows
compliance with the provision of section 18.49.030 of this chapter.

21 C. Any Person desiring to establish or operate an Adult Business or Adult Use within the
22 City shall file with the Development Services Director an Adult Use Development Permit
23 application on a standard application form supplied by the Development Services Department.

24 **18.49.060 - Permit—Contents of Application.**

25 A. The application must be signed by the owner or lessee of the property where the Adult
26 Business or Adult Use will take place. If the application is signed by a lessee, a notarized
statement signed by the owner shall accompany the application. Proof of status is required.

27 B. The Development Services Department \shall set forth the contents required for such
28 applications for an Adult Use Development Permit.

1
2 C. All applicants for an Adult Use Development Permit must also fill out the City's
3 environmental package for purposes of complying with the California Environmental Quality Act
(CEQA).

4 **18.49.070 - Permit—Application Fee.**

5 The City Council, by resolution, shall set a reasonable nonrefundable application fee for persons
6 applying for an Adult Use Development Permit. The fee shall not exceed the reasonable
7 estimated costs of the City expended in processing the application.

8 **18.49.080 - Permit—Decision to Grant or Deny.**

9 A. The Planning Commission (the Commission) shall grant, conditionally grant or deny an
10 application for an Adult Use Development Permit in accordance with the approval criteria
11 contained in section 18.49.120 of this chapter. Any conditions imposed upon the permit shall be
12 in keeping with the objective development standards of this chapter and the underlying zoning
district in which the property is located.

13 B. The completeness of the application shall be determined by the Development Services
Director within fifteen (15) calendar days of its submittal to the Development Services Director.

14 C. Upon the filing of a completed application, the Commission shall cause to be made by its
15 own members, or members of its staff, an appropriate investigation, including consultation with
16 the Building, Police, Fire and Health Departments and inspection of the premises as needed.
17 Consultation is not grounds for the City to unilaterally delay in reviewing a completed
application.

18 D. In reaching a decision, the Commission shall not be bound by the formal rules of
19 evidence.

20 E. After the investigation has been completed within ten days or a specified time period that
21 falls within subsection (G) of this section, the Commission shall conduct a noticed public hearing
on the application for an Adult Use Development Permit.

22 F. Notice of the time and place of the hearing shall be given by notice through the U.S. Mail,
23 with postage prepaid, to all persons shown on the last equalized assessment roll of the County, as
24 owning property within a distance of three hundred feet from the external boundaries of the
property described in the application. Further notice shall be given by publication in a newspaper
25 of general circulation within the City at least ten days before the scheduled hearing.

26 G. The Planning Commission shall render a written decision on the application for an Adult
27 Use Development Permit within thirty days of receiving a completed application. The
Commission is authorized to impose conditions reasonably related to the impacts generated by
28 the proposed Adult Business or Adult Use. However, in the event a negative declaration,
mitigated negative declaration or any type of Environmental Impact Report needs to be prepared

1 for the Project pursuant to the California Environmental Quality Act (CEQA, Public Resources
2 Code Section 21000, et seq.) and the companion guidelines (CEQA guidelines, Title 14
3 California Code of Regulation Section 15000, et seq.), then those timeframes set forth in CEQA
and the CEQA guidelines shall apply.

4 H. The failure of the Commission to render such a decision within the time frames set forth
5 above shall be deemed to constitute an approval.

6 I. Written Notice of the Commission's decision shall be hand delivered or mailed to the
7 applicant within forty-eight hours.

8 **18.49.090 - Permit—Appeal.**

9 A. Any interested person may appeal the decision of the Commission to the City Council in
10 writing within ten days after the Commission's written decision. The City Council within the
same ten days may also initiate such an appeal.

11 B. Consideration of an appeal of the Commission's decision shall be at a public hearing
12 which shall be noticed as provided in Section 18.49.080(F) above and shall occur within thirty
13 days of the filing or initiation of the appeal.

14 C. The City Council action on the appeal of the Commission's decision shall be by a majority
15 vote of the quorum and upon the conclusion of the de novo public hearing. The City Council shall
16 grant, conditionally grant or deny the application in accordance with the approval criteria
contained in section 18.49.120 of this chapter. The City Council's decision shall be final and
conclusive.

17 D. In reaching its decision, the City Council shall not be bound by the formal rules of
18 evidence.

19 **18.49.100 - Permit—Judicial Review of Decision to Grant or Deny.**

20 A. The time for court challenge to a final decision by the Commission or City Council is
21 governed by California Code of Civil Procedure Section 1094.6.

22 B. Notice of the Commission's or City Council's decision and its findings shall be mailed to
23 the applicant within forty-eight hours and shall include citation to California Code of Civil
Procedure Section 1094.6.

24 **18.49.110 - Permit—Expiration.**

25
26 Any Adult Use Development Permit approved pursuant to this chapter shall become null and void
27 if not exercised within one year from the date of the approval. If an Adult Business ceases to
28 operate for a period of six months, the Adult Use Development Permit shall become null and
void. A permit extension shall be granted if prior to the expiration date the permittee

1 demonstrates to the satisfaction of the City's Planning Commission that it has a good faith intent
2 to presently commence the proposed use. Such extensions shall not exceed a total of two six-
3 month extensions.

4 **18.49.120 - Permit—Approval Criteria.**

5 A. The Commission or City Council shall approve or conditionally approve an application
6 for an Adult Use Development Permit where the information submitted by the applicant
7 substantiates the following findings:

8 1. That the proposed use complies with the objective development and design requirements
9 of zone in which it is located and with the applicable standards of this chapter;

10 2. That the proposed site is not located within a one thousand foot radius of a Residential
11 Zone. The distance between a proposed use and a Residential Zone Shall be measured from the
12 nearest exterior wall of the facility housing the Adult Business or proposed Adult Use, to the
13 nearest property line included within the Residential Zone, along a straight line extended between
14 the two points;

15 3. That the proposed site is not located within a one thousand-foot radius of a school or park.
16 The distance between the proposed use and a School or park shall be measured from the nearest
17 exterior wall of the facility housing the Adult Business or proposed Adult Use to the property line
18 of the nearest school or park site, along a straight line extended between the two points;

19 4. That the proposed site is not located within a one thousand foot radius of a religious
20 institution. The distance between the Adult Business or proposed Adult Use and a religious
21 institution shall be measured from the nearest exterior wall housing the Adult Business or
22 proposed Adult Use along a straight line extended to the nearest exterior wall of the facility
23 housing the religious institution;

24 5. That neither the applicant, if an individual, or any of the officers or general partners, if a
25 corporation or partnership, have been found guilty or pleaded nolo contendere within the past
26 four years of a misdemeanor or a felony classified by the state as a sex or sex-related offense.

27 **18.49.130 - Permit—Revocation.**

28 A. Any permit issued pursuant to the provisions of this chapter may be revoked by the City
on the basis of any of the following:

1. That the business or use has been conducted in a manner which violates one or more of
the conditions imposed upon the issuance of the permit or which fails to conform to the plans and
procedures described in the application, or which violates the occupant load limits set by the Fire
Marshal;

1 2. That the permittee has failed to obtain or maintain all required City, County and State
2 licenses and permits;

3 3. That the permit is being used to conduct a use different from that for which it was issued;

4 4. That the permittee has misrepresented a material fact in the application for Adult Use
5 Development Permit or has not answered each question therein truthfully;

6 5. That the building or structure in which the Adult Business is to be conducted is hazardous
7 to the health or safety of the employees or patrons of the business or of the general public under
the standards set forth in the City's Building, Electrical, Plumbing or Fire Code;

8 6. That the permittee, if an individual, or any of the officers or general partners, if a
9 corporation or partnership is found guilty or pleaded nolo contendere to a misdemeanor or felony
10 classified by the state as a sex or sex-related offense during the period of the Adult Business'
operation; or

11 7. That the use for which the approval was granted has ceased to exist or has been suspended
12 for six months or more.

13 B. Written notice of hearing on the proposed permit revocation, together with written
14 notification of the specific grounds of complaint against the permittee shall be personally
delivered or sent by certified mail to the permittee at least ten days prior to the hearing.

15 C. The Commission shall provide notice and conduct a public hearing on the proposed
16 permit revocation. Written notice shall be provided within at least ten days prior to the hearing to
17 all parties who have expressed their interest in writing. The notice shall inform the permittee of
the reasons for revocation.

18 D. The revocation hearing shall be heard by the Commission. The Commission shall not be
19 bound by the formal rules of evidence at the hearing.

20 E. The Commission shall revoke, not revoke, or not revoke but add additional conditions to,
21 the permittee's Adult Use Development Permit. Any additional conditions imposed upon the
22 permit shall be in keeping with the objective development standards of this chapter as set forth in
23 Sections 18.49.020 and 18.49.120 above, and the underlying zoning district in which the property
is located.

24 F. The Commission shall make its decision within thirty days of the conclusion of the public
25 hearing.

26 G. The Commission's decision shall be by resolution, and shall be hand delivered or mailed
27 to the applicant within forty-eight hours and mailed to all property owners within three hundred
feet of the use.

28

1 H. Any interested person may appeal the decision of the Commission to the City Council in
2 writing within ten days after the written decision of the Commission in accordance with the
provisions of Section 18.58.070 of this chapter.

3 I. In the event a permit is revoked pursuant to this chapter, another Adult Use Development
4 Permit to operate an Adult Business shall not be granted to the permittee within twelve months
5 after the date of such revocation.

6 **18.49.140 - Violation—Penalty.**

7 Any person who violates any section of this chapter shall be guilty of a misdemeanor and subject
8 to a fine of one thousand dollars and/or imprisonment in the County jail for a period of up to six
months or any other legal remedy available pursuant to the Colton Municipal Code.

9 **18.49.150 - Applicability to other regulations.**

10 The provisions of this chapter are not intended to provide exclusive regulation of the regulated
11 adult uses. Such uses must comply with any and all applicable regulations imposed in other
12 chapters of the zoning code, other City ordinances and state and federal law.

13 **18.49.160 - Conduct constituting a Public Nuisance.**

14 The conduct of any business within the City in violation of any of the terms of this chapter is
15 found and declared to be a public nuisance, and the City Attorney or the District Attorney may, in
16 addition or in lieu of prosecuting a criminal action hereunder, commence an action or proceeding
17 for the abatement, removal and enjoinder thereof, in the manner provided by law; and shall take
18 other steps and shall apply to such courts as may have jurisdiction to grant such relief as will
19 abate or remove such Adult Business or Adult Use and restrain and enjoin any person from
conducting, operating or maintaining an Adult Business or Adult Use contrary to the provisions
of this chapter. “

20 **SECTION 5:** If any provision or clause of this ordinance or any application of it to any person,
21 firm, organization, partnership or corporation is held invalid, such invalidity shall not affect other
22 provisions of this ordinance which can be given effect without the invalid provision or
application. To this end, the provisions of this ordinance are declared to be severable.

23 **SECTION 6.** Based on the entire record before it and all written and oral
24 evidence presented, the Planning Commission finds that pursuant to the California Environmental
25 Quality Act (CEQA), the attached Initial Study was prepared of the potential environmental
26 effects of the project. Based on the findings contained in that Initial Study, City staff determined
27 that, there would be no substantial evidence that the project would have a significant effect on the
28 environment. Based on that determination, proposed project could not have a significant effect
on the environment, and a Negative Declaration has been prepared. The Negative Declaration
was advertised and posted for public review and comment period starting on November 16, 2015.
The public review period for comments on the proposed adoption of the Negative Declaration
closed December 7, 2015. Staff is directed to file a Notice of Determination with the San

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Bernardino County Clerk's Office within five (5) working days. The Secretary shall certify to the adoption of this resolution.

SECTION 7. Effective Date. This ordinance shall become effective thirty (30) days after its adoption.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2015.

Richard De La Rosa, Mayor

ATTEST:

Carolina R. Padilla, City Clerk

APPROVED AS TO FORM:

Best Best & Krieger LLP
City Attorney

EXHIBIT "A"

SUMMARY OF ADULT BUSINESS ADVERSE SECONDARY EFFECT STUDIES AND LETTERS

1. Environmental Research Group - 1996
(Report: The American Center for Law and Justice on the Secondary Impacts of Sex-Oriented Businesses)

This report provides evidence showing that crime rates are significantly higher in areas with one or more sex-oriented business than in comparable areas without these businesses within the same municipality. More specifically, sex-oriented businesses lead to significantly increased property and personal crimes within a 1000 foot radius of the sites. Sex-related crimes occur more frequently in residential neighborhoods containing a sex-oriented business than in commercial areas containing a sex-oriented business.

In addition, the presence of sex-oriented businesses is consistently and strongly associated with perceived decreases in value of both residential and commercial properties in the opinion of real estate appraisers and lenders. The presence of sex-oriented businesses in small towns is likely to be magnified beyond that which would be expected in larger cities because of the more compact nature of downtowns and their relationship to surrounding neighborhoods.

2. Phoenix, AZ - 1979
(Study by: Planning Department of the City of Phoenix)

Crime statistics in Phoenix show that all types of crimes, especially sex-related crimes (mainly indecent exposure), occur with more frequency in neighborhoods where sexually-oriented businesses are located.

3. Adams County, CO - 1991
(Adams County Sheriff Department)

Adult establishments attract transients, as well as patrons from outside the county in which the businesses are located. Crime statistics also showed that all types of crimes, especially sex-related crimes, occur with more frequency in neighborhoods where sexually-oriented businesses are located. Perpetrators of criminal activities at or near adult establishments often have records for prior arrests for moral turpitude crimes, sexual assaults, alcohol-related arrests, and crimes of violence.

4. Manatee County, FL - 1987
(Adult Entertainment Business Study for Manatee County, Florida)

This study reports on previous studies from Austin, Indianapolis, and Los Angeles to support the theory that higher crime rates exist, particularly for sex-related crimes, in areas located near adult businesses. Further, the study reports that adult entertainment establishments have a negative effect upon property values and perceptions in a neighborhood. Furthermore, adult entertainment businesses tend to locate in areas with poorer residential conditions. Residential conditions thereafter tend to worsen. Concentrations of adult entertainment businesses tend to have higher crime rates.

5. An Analysis of Adult Business Studies in Indianapolis and Los Angeles
1984/1977

This analysis indicates that crime statistics for all types of crimes, especially sex-related crimes, occur with more frequency in neighborhoods where sexually-oriented businesses are located. Sex-related crimes occur more frequently in predominantly residential areas than in areas that are substantially commercial in nature. The presence of sex-oriented businesses is consistently and strongly associated with perceived decreases in the value of both residential and commercial properties. The negative impacts are greater for residential properties than for commercial properties.

Property owners and businessmen surveyed in the Los Angeles study area cited the following adverse effects resulting from adult entertainment establishments locating near their properties or businesses: difficulty in renting office space, difficulty in keeping desirable tenants, difficulty in recruiting employees, limitations on hours of operation, decrease in the patronage of women and families, and generally reduced business patronage.

6. New Hanover County, NC - 1989
(Regulation of Adult Entertainment Establishments in New Hanover County)

This study cites to studies from Detroit, Los Angeles, Beaumont (TX), and Indianapolis to support the theory that a concentration of adult businesses results in deteriorating property values and depressed neighborhood conditions, particularly residential neighborhoods. In addition, this study cites studies from Phoenix (AZ), Detroit, Los Angeles, and Beaumont (TX) to support the theory that concentrations of

adult business often result in an increase in crime, particularly prostitution, drugs, assault, and sex crimes.

The New Hanover County Planning Department also provided recommendations to address impacts created by adult business establishments in light of the information obtained from the studies. Recommendations included: enforcing proper zoning, licensing, active law enforcement, sign regulations, and nuisance provisions.

7. Las Vegas, NV - 1978

(A Report Prepared by Las Vegas, NV - City Commission Minutes for Regular Meeting on 3/15/78)

This study includes:

(1) A transcript from the City Commission Meeting on 3/15/78;

- 3 individuals commented for the record:

1. A physician whose practice was located near an adult business commented on how the business had an adverse impact on his property and that he had seen multiple business owners in the area move their businesses elsewhere because of the presence of the adult business in that particular area. The physician also commented on how the business had adversely affected his practice because people had commented to him that having his practice near a pornographic business is not appealing;

2. The Executive Director of Christian Coalition did not believe a 1,000 ft. separation restriction was stringent enough; and

3. The City Attorney replied to the physician and Director by explaining that you can't get rid of adult businesses completely; can only regulate them and that the most important thing is that an ordinance uphold a constitutional challenge.

(2) Testimony in the form of sworn affidavits from a city planner (recommending a dispersal ordinance), police officer (concentrations of adult businesses have adverse effects on the surrounding areas), and a sociologist (recommended a dispersal ordinance); and

(3) Questionnaires that were distributed to 4 categories of persons: brokers and Realtors in the area, owners and residents (who lived in neighborhoods located

near adult entertainment businesses), business owners and proprietors (who owned businesses located near adult entertainment businesses); and a cross-section of people (who lived in neighborhoods not located near adult entertainment businesses).

- The questionnaires tended to show that adult entertainment businesses had a deteriorating effect on surrounding neighborhoods.

8. Cattaraugus County, NY - 1998
(Adult Business Study: Town and Village of Ellicottville Cattaraugus County, New York, January 1998)

There were no adult businesses in the Town and Village of Ellicottville at the time of the study nor did the Town's existing land use regulations address adult uses, however the Town Board wished to enact certain preemptive steps, including: (1) enacting temporary moratoriums on establishing adult uses while, (2) preparing a joint Town and Village study investigating the possible effects on the community from adult entertainment businesses, and (3) preparing zoning text amendments to regulate where and how adult uses could be allowed in Ellicottville in the future. Ellicottville's economic health was partially dependant upon recreational tourism and the Town feared that the uncontrolled establishment of adult entertainment businesses would conflict with Ellicottville's efforts to remain a family oriented, tourist community.

The Board came to the conclusion that the best land use control would be a zoning law, but in order for it to be affective, adult uses needed to be defined in a manner that differentiated them from traditional bookstores and bars (one method: to use their exclusion of minors as part of the definition).

9. Islip, NY - 1980
(Study & Recommendations for Adult Entertainment in the Town of Islip)

The Town of Islip wished to create a dispersal ordinance similar to that enacted by Detroit (commonly referred to as the "Detroit model"). This study analyzed the Detroit ordinance and the Supreme Court's ruling in favor of Detroit in 1976 to support its own proposed ordinance which prohibited any adult uses within a 500 ft. radius of residential areas and a 2 mile radius of another adult use.

10. New York City - 1994
(Adult Entertainment Study by Department of City and Planning for City of N.Y.)

This study shows that adult entertainment is more readily accessible than it was ten years ago. Adult videos are produced in greater numbers and at lower costs. They are often available in general interest video stores as well as those devoted exclusively to adult entertainment. Cable television has significantly increased the availability of adult viewing material. Adult material is also available at newsstands and book stores.

The study also shows that adult entertainment uses tend to concentrate near each other. Studies of adult entertainment uses in areas where they are highly concentrated, such as Times Square and Chelsea, identified a number of significant negative secondary impacts. In the Times Square area, property owners, theater operators and other business people overwhelmingly believed that their businesses were adversely affected. An analysis of criminal complaints indicated a substantially higher incidence of criminal activity in the Times Square area where adult uses are most concentrated. In addition, the study found that the rate of increase in assessed property values for study blocks with adult uses grew at a slower rate than control blocks without adult uses.

The strongest negative reactions to adult entertainment uses came from residents living near them. Furthermore, most real estate brokers reported that adult entertainment establishments were perceived to negatively affect nearby property values and decrease market values. In addition, adult use accessory business signs are generally larger, more often illuminated, and graphic (sexually-oriented) compared with signs of other nearby commercial uses. Community residents view this signage as out of keeping with neighborhood character and were concerned about the exposure of minors to sexual images.

11. New York Times Square - 1994

(Report on the secondary effects of the Concentration of Adult Use Establishments in the Times Square Area)

The survey respondents in this study felt that some adult establishments could exist in the area, but their growing number and their concentration would constitute a threat to the commercial prosperity and residential stability of the area. The study did reveal a reduction in criminal complaints the further one went from the major concentration of adult establishments. Furthermore, many property owners, businesses, experts and officials provided anecdotal evidence that proximity (defined in various degrees) to adult establishments hurts businesses and property values.

12. Oklahoma City, OK - 1989 Report On Sexually-Oriented Business Abatement

[Quality of Life: A Look at Successful Abatement of Adult Oriented Business Nuisances in Oklahoma City, Oklahoma (1984-1989)]

This study shows that aggressive law enforcement is one means of addressing negative secondary effects of adult businesses. From 1984 to 1989, the police department in Oklahoma City cracked down on the+ adult businesses in the City. Priorities were established in a plan of attack. The police began by cracking down on street prostitution, then brothels, then adult book stores with peep shows, followed by nude and semi-nude bars, and lastly, escort services.

At adult book stores, police mainly arrested male customers offering to engage in sex acts with undercover officers, sale of and possession of pornography, display of pornography, and various health department violations (as a result of officers swabbing the walls and floors of peep show booths securing samples of seminal fluids). At nude and semi-nude bars, most arrests were for prostitution, drink hustling with promises of sexual favors, and fondling in corners of bars. Escort services were particularly difficult to crack down on because most customers were transients and even a 100% arrest rate lead to little deterrence for future offenders. The police therefore, focused their efforts on disconnecting phone services to escort services who used their phone numbers "in furtherance of criminal conduct."

As a result of the police crack down, very few adult businesses remained operating by 1990. Incidents of reported rapes during the period of the crack down (1984-1989) decreased in Oklahoma City while rising in the rest of the state and nation.

13. Cleburne, TX: Why and How to Organize a County-Wide Sex business Task Force - 1997

This study stresses the importance of a county-wide effort to address the problems created by sexually oriented businesses ("SOBs"). The City Attorney for Cleburne, Texas, emphasized the point that even if Cleburne itself enacted a strong SOB ordinance, SOBs would simply locate just outside Cleburne in adjacent cities. Thus, it was important to get the participation of as many cities in the county as possible to support Cleburne's efforts to effectively regulate adult businesses.

The county-wide task force held public hearings where experts testified as a precursor to each city planning and zoning commission and council later holding their own separate, individual hearings to discuss adoption of SOB regulations in their individual jurisdictions.

Task force findings included the following: major and sex-related crime rates are substantially higher in areas within the vicinity of an SOB; property values for areas surrounding SOBs seriously depreciate when an SOB opens; the spread of communicable diseases (including HIV and STDs) is higher in SOBs. The study then suggested ways to protect health, welfare, and public safety of cities and counties from SOBs, including: enforcement of public nuisance laws and diligent prosecution of any obscenity or sexual offense cases that may be filed in the county/district courts.

14. Dallas, TX - 1997

(An Analysis of Effects of SOBs on the Surrounding Neighborhoods in Dallas, TX)

This study presented evidence concerning the high rates of police calls from SOBs. Research also showed a higher number of crime arrests (including rape, prostitution/commercial vice, and other sex offenses) where SOBs were concentrated versus areas where SOBs were spaced more than a half mile apart. Such findings lead to the theory that there are increased crime arrests and disturbances requiring police presence around SOBs and significantly more crime when there is a concentration of SOBs in one area.

Real estate brokers active in Dallas areas reported that SOBs "are perceived to negatively affect nearby property values and decrease market values." In addition, interviews with real estate professionals revealed that the location of multiple SOBs in one neighborhood can have a major impact on the neighborhood by contributing to crime, driving away family-oriented businesses, and impacting the nearby residential neighborhoods. When concentrated, SOBs typically compete with one another for customers through larger, more visible signs, and graphic advertising. Investors and lenders are unwilling to invest in new improvements in areas near SOBs. Thus, vacant land often sits idle for years. Single-family homes in areas near SOBs frequently end up as rentals because the families move away from the SOB-dominated area and it becomes exceedingly difficult to sell such houses.

15. El Paso, TX - 1986

(Effects of Adult Entertainment Businesses on Residential Neighborhoods)

Surveys of the real estate appraisal community as well as businesses and residents, and data from the Data Processing Unit of the El Paso Police Department led to the preparation of the following findings:

Real Estate

The housing base within a study area decreases substantially with the concentration of adult business uses. Properties located within a one-block radius of an adult entertainment business realize a decrease in property value (affecting both residential and commercial properties). Properties located near adult entertainment businesses experience an increase in listings on the real estate market.

Crime

A statistically significant increase in crime is found in areas where adult entertainment businesses are located. The average crime rate in the study areas was 72% higher than the rate for control areas. Sex-related crimes occurred more frequently within neighborhoods having at least one adult entertainment business than in those neighborhoods with no adult business. The neighborhood residents within the study areas also perceived far greater neighborhood problems than residents of the control areas.

16. Houston, TX - 1997

(Houston City Council: Sexually Oriented Business Ordinance Revision Committee Legislative Report)

Because of the criminal activities that are associated with SOBs, the City Council Committee determined the necessity of licensing all SOB entertainers and managers. Testimony presented to the Committee also requested that notice be given of any pending SOB permits to surrounding neighbors of proposed sites. Amortization provisions were also found preferable to grandfathering sexually oriented businesses.

Vice officers testified that sexually oriented businesses that don't have clear regulations encourage lewd sexual behavior or sexual contact. Many businesses are designed with internal areas that are out of the view of managers and are conducive to illegal behavior. Inadequate lighting prevents managers and police officers from monitoring illegal activities. Enterprises that had locked rooms were often used as fronts for prostitution.

17. Newport News, VA - 1996

(Adult Use Study: Newport News Department of Planning and Development)

Adult entertainment establishments in Newport News had higher rates of police calls compared to nearby restaurants (adult entertainment establishments accounted for 65% of the area's calls). Realtors who were knowledgeable of local market conditions indicated that having adult uses nearby can reduce the number of people interested in occupying a property by 20% to 30%, and will hurt property values and resales of

property in adjacent residential neighborhoods. Those who thought commercial property values would decline cited concerns for personal safety, increased crime, noise, strangers in the neighborhood, and parking problems:

This study also cited to studies from Indianapolis, Los Angeles, St. Paul, and Austin to support the conclusions that adult businesses result in higher crime rates and lower property values in the areas in which they are located.

18. Bellevue, WA - 1988
(City of Bellevue - Background Material from Planning Director to City Council)

This study discussed telephone surveys of real estate appraisers conducted by the Kent Planning Department. The appraisers cautioned that each case must be evaluated individually and according to its particular circumstances, however most agreed that the impact of adult uses on residential property values is probably negative. The total impact on property values depends on several factors including: proximity to the adult use, exterior building appearance and condition of the adult business and neighborhood characteristics. As for commercial properties, most appraisers felt that there would be little to no adverse impacts to surrounding businesses or property values. The conclusion therefore, was that in order to protect property values, adult uses should be located in commercial areas not adjacent to any residential uses.

In Bellevue, there existed three adult uses. An analysis of police reports for these areas showed no higher incidence of crime than in adjacent areas without adult uses. However, all properties were located in established commercial areas and all structures in which these uses were located were in excellent condition.

19. Des Moines, IA - 1984

This study analyzed cases from Detroit, Boston, New Orleans, and Los Angeles to support the conclusion that a dispersal model ordinance would be the most effective means for regulating adult business uses in Des Moines. The study further concluded that the area most appropriate in Des Moines for adult uses was not the City's revitalization area (or business district) because of its close proximity to schools, residential areas, parks, playfields, etc., but rather that such uses would be more appropriately located near the City's main highway. This conclusion was supported by the fact that children had limited access ways to schools and a location near the highway would make it easier for potential customers of the adult businesses to patronize the facilities.

20. St. Croix County, WI - 1993
(Regulation of Adult Entertainment Establishments in St. Croix County, WI)

St. Croix County had not experienced any major problems with its two adult entertainment establishments. However, the County wished to implement new regulatory measures as a prophylactic measure. This study analyzed the Detroit case and ordinance to support the theory that a dispersal model like Detroit's would best suit St. Croix County's goals. The study also discussed various regulatory techniques utilized by other jurisdictions such as traditional law enforcement and licensing.

21. Report of the Minnesota Attorney General's Working Group on the Regulation of Sexually Oriented Businesses (June 6, 1989)

This report found that sexually-oriented businesses in Minneapolis are associated with higher crime rates and depression of property values. Data also indicates that the addition of one sexually-oriented business to a census tract increases the overall crime rate index in that area by 9.15 crimes per thousand people per year even if all other social factors remained unchanged. In St. Paul, there was a significantly higher crime rate associated with two adult businesses in an area than an area with only one adult business. Housing values were also significantly lower in an area where there were three adult businesses compared to an area with only one adult business.

Individuals who lived near adult businesses testified concerning the following: pornographic materials were left in adjacent lots; prostitution resulted in harassment of neighborhood residents; adult businesses contributed to infiltration of organized crime in those areas.

22. Saint Paul, Minnesota: Adult Entertainment Study (1983)

In Saint Paul, in 1983, adult business were relatively innocuous. However, there were some exceptions and the City Council recognized that inadequate regulations of these adult uses could result in adverse impacts. The report was restricted to the sex-related adult industry and excluded alcohol-related adult businesses. The report looked at three ways to protect neighborhoods in the City. These included: (1) existing regulations; (2) incompatible uses; and (3) concentrations of uses.

23. City of Garden Grove, California: The Relationship Between Crime and Adult Business Operations on Garden Grove Blvd (1991)

This study was commissioned by the City of Garden Grove to research the secondary effects of adult businesses in the City. It summarizes an exhaustive series of statistical analyses conducted over a 10-month period. The report provides an analysis incorporating data most relevant for the legal requirements for implementing zoning restrictions on adult businesses.

This is a thorough study that reviews all the criminal activity that took place within the proximity of adult businesses for a nine-year period. The researchers found that "crime rises whenever an adult business opens or expands its operation and the change is statistically significant." Increases result in the most serious crime categories, especially assaults, robberies, burglaries, and thefts. The rise in "victimless" crimes (drug and alcohol use, sex offenses, etc.) is also significant, though less consistent and interpretable. This report is widely used to justify regulations addressing the secondary effects of adult businesses.

24. City of Austin, Texas: Report on Adult Oriented businesses in Austin (1986)

This report provides an analysis of crime rates by comparing areas with adult businesses (study areas) and areas without adult businesses (control areas) within the City of Austin. Both control and study areas were circular in shape with a radius of 1,000 feet. These areas contained similar land uses and were in close proximity to one another. Four study areas were defined: two with single businesses and two with more than one business.

Within the study areas, sex-related crimes rates were two to nearly five times the city-wide average. Also, sex-related crime rates were found to be 66% higher in study areas with two adult businesses compared to study areas with one adult business.

25. City of Amarillo, Texas: A Report on Zoning and Other Methods of Regulating Adult Entertainment in Amarillo (1977)

This report presents the findings of the Amarillo Planning Department regarding the adult entertainment industry within the confines of the City of Amarillo. These findings analyze the land use effects of adult entertainment businesses and alternatives for regulation. This report provides a general overview of the secondary effects caused by adult businesses and includes suggestions for ways to address the impacts. The report found that adult businesses tend to increase crime rates.

26. Police Reports and Letters. The following police department reports are also available:

a. Anaheim, CA Letter in Response to NFLF 1998: From 1/1/95 to 12/31/97, the Anaheim Police Department responded to calls for service at nude theaters and topless bars in excess of 500 times.

b. Los Angeles, CA Statement of LAPD Detective: from 1969-1975, SOBs in Hollywood increased from 11 to 88; crime rates increased as a result; virtually every adult bookstore requires police attention resulting in the drain of extensive police resources.

c. Los Angeles, CA Letter re Harmful Effects 1998: commented on the significant increase of nude juice bars from 1996-1998; although the juice bars comply with L.A.'s zoning ordinances, citizens from the surrounding areas protested the businesses (prostitution and lewd conduct arrests had been made in and around many of the juice bars).

d. Cleveland, OH Letter re Harmful Effects 1977: Lists crimes which have occurred in or near adult businesses in the City of Cleveland such as murder, rapes, and other sex offenses, and robberies.

e. Bellevue, WA Detective's Report 1994: Details an undercover police officer's experience at a Dance Club where customers paid women employees to dance with them while performing certain lewd acts.

f. Seattle, WA Police Report 1996: Complainant reported experience working as a dancer at a club where dancers and customers engaged in lewd acts, heavy drinking, and drug use; statistics regarding criminal violations committed by club dancers from 1994-1996.

g. Seattle, WA Letter re Effects 1998: Details a vice detective's experience with Seattle's nude dance or strip clubs such as "sting" operations, number of arrests made, and observation of drugs and alcohol in such clubs; also mentions Seattle's draft amendments which would put more liabilities on the managers to control illegal activities in their clubs, prohibit table and couch dances, and require brighter interior club lighting.

EXHIBIT A¹

Los Alamitos
Police Department

Memo

To: Chief McCrary
From: Sergeant Arnold
Date: 8/27/2003
Re: Sexually Oriented Businesses

Over the past two weeks I have solicited information from various police agencies in Orange County regarding police responses to Sexually Oriented Businesses, specifically adult clubs with nude or partially nude entertainment. All of the agencies that responded with information agree that much of the criminal or illicit activity which take place at these types of establishments goes unreported to the police. They also stated that clubs, which hosted different theme nights, attracted different types of clientele depending on the theme, and amateur nights were typically the busiest nights with regards to incidents to which they were called. All cities cited a six-foot barrier between dancers and patrons, written into the municipal code, as being extremely important in helping to control illicit activity. I was not able to obtain exact statistics from all agencies contacted. The following is a compilation of information provided to us.

Santa Ana Police Department

The City of Santa Ana currently has three adult clubs. One is a partially nude strip bar with an ABC license to sell alcohol, one is a totally nude juice bar with no ABC license, and the other is a bikini bar with an ABC license. Since January 1, 2003, SAPD has responded to 171 calls for service at these three establishments. The calls included robberies, disturbances of the peace, assaults, thefts, prostitution, criminal threats, stolen vehicles, intoxicated drivers, vehicle burglaries, suspicious subjects or circumstances, reckless driving, hit and run traffic collisions, kidnapping, and burglary alarms. The police department also provided us with a copy of their municipal code and study on sexually oriented businesses including negative secondary side effects of adult entertainment businesses (attached).

Orange County Sheriffs Department

The Sheriff's Department reported a total of four establishments located in contract cities under their jurisdiction. Two are located in the city of Lake Forrest in south Orange County. One started out as a bar which featured clad dancers but has since become a topless bar. The other has nude dancers and caters to different clientele depending on the night. Twenty reports have been taken since 1990 regarding the second bar and 75% of the reports list the bar or employee as the victim. One aggravated assault was reported there in 1993. Both establishments hold ABC licenses. The City of Stanton also has two clubs. One of the clubs is under investigation for allegations the bouncers muscle some of the customers as the customers leave the bar. This usually revolves around customers who allegedly did not pay the girls for lap dances or other special dances they received. The bouncers detain the customers and money is physically taken from them for services rendered, which if true would amount to a strong-arm robbery. The other club is under investigation by ABC for allegations of prostitution. Customers receive a lap dance and then for an extra fee, are taken into the back room where they receive oral sex. Both of these clubs also have ABC licenses.

Anaheim Police Department

The City of Anaheim has five establishments located throughout their city, ranging from full nude juice bars to topless bars. From January 1, 2003 to the present, patrol has responded to 94 calls for service at these clubs. Most of the calls for service involved disturbances of the peace, assaults, suspicious circumstances, unknown trouble reported, burglar alarms, trespassing, stolen vehicles, and others.

Garden Grove Police Department

The City of Garden Grove reports no adult clubs within their city. They do however, have several adult bookstores. The most common crimes associated with these businesses are public masturbation and narcotics related offenses.

La Habra Police Department

The City of La Habra has one nude theater. Nude dancing is performed on stage as well as special dances for individual customers. The establishment has its own security team and the police department reports no calls for service at this club.

Huntington Beach Police Department

The City of Huntington Beach had one adult club which has since gone out of business. The Vice Unit states there were few calls for service when the club was open. They believe the strength of the Municipal Code regarding Sexually Oriented Businesses was paramount to keeping illicit activities under control. The Code has been challenged several times and was upheld on appeal to the Ninth Circuit Court, recently. A copy of their municipal code is attached.

San Diego Police Department

The City of San Diego reported problems with organized crime and biker gangs associated with adult clubs. Specifically, Mafia and Hells Angels. They also reported narcotics activity associated with these establishments, including at least one incident where a customer repeatedly drugged dancers with GHB and then sexually assaulted them.

Irvine Police Department

The City of Irvine has no adult clubs.

La Palma Police Department

The City of La Palma has no adult clubs.

Orange Police Department

The City of Orange has no adult clubs.

Tustin Police Department

The City of Tustin has no adult clubs.

Brea Police Department

Brea has no adult clubs.

Cypress Police Department

Cypress has no adult clubs.