



**CITY OF COLTON**

**City Hall**

650 N. La Cadena Drive

Colton, CA 92324

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

**Mayor Richard A. DeLaRosa**

**Council Members:**

David J. Toro – District 1

Summer Zamora Jorin – District 2

Frank J. Navarro – District 3

Dr. Luis S. González – District 4

Deirdre H. Bennett – District 5

Isaac T. Suchil – District 6

City Treasurer Aurelio De La Torre

City Manager William R. Smith

City Attorney Carlos Campos

**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, MAY 17, 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.*

**THERE ARE NO CLOSED SESSION ITEMS SCHEDULED AT THIS TIME; THE REGULAR MEETING WILL COMMENCE AT 6:00 P.M.**

**RULES OF DECORUM**

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

**OPEN SESSION**

**6:00 P.M.**

**OPEN SESSION CALLED TO ORDER**

**INVOCATION** Pastor Johnny Delarosa, Echoes of Love Ministry

**FLAG SALUTE**

**ROLL CALL**

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

- Presentation - Dr. D.L. Van Voorhis
- Presentation - Presentation to CPOA Richard Maloof
- Presentation - Colton Teacher Appreciation Day
- Presentation - Cooley Ranch Elementary School

**MAYOR AND COUNCIL ITEMS**

**GIFT DISCLOSURES**

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

**AB 1234 ORAL REPORTS**

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

**APPOINTMENTS**

- League of CA Cities Inland Empire Division (LCC-IED) Legislative Task Force - Appointment of two Council Members and one staff liaison.
- Intergovernmental Agency Appointments – Possible re-appointments.

**MAYOR AND COUNCIL DISCUSSION AND POSSIBLE ACTION ITEMS**

- 2016 Legislative Plan.

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**PUBLIC COMMENT**

**Limit 5 Minutes**

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

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

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

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**CONSENT CALENDAR**

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

- (1) Minutes – Approval of Minutes for the City Council Regular Meeting Held May 3, 2016 on File in the Office of the City Clerk. **[City Clerk Padilla]**
- (2) Warrants – Approval of Payable Warrants U.S. Bank voucher numbers dated 04/22/2016 and totaling \$28,445.22; voucher numbers 155656 to 155783 dated 04/28/2016 and totaling \$1,240,034.49; voucher numbers 155784 to 155913 dated 05/05/2016 and totaling \$1,299,185.38, less voided checks totaling \$790.00 and a payroll disbursement listing for the period 04/09/2016 to 04/22/2016 and totaling \$751,095.56. **[Staff Person: A. Agramonte]**
- (3) Second Reading of Ordinance No. O-10-16 - Waive Full Reading and pass second reading of an Ordinance of the City Council of the City of Colton repealing 1) Ordinance No. 1126 and Colton Municipal Code Chapter 2.40; 2) Ordinance No. O-07-93 and Colton Municipal Code Chapter 2.43; and 3) Ordinance No. O-16-02 and amending Colton Municipal Code section 2.30.020 for the purpose of disbanding inactive committees and boards, **ORDINANCE NO. O-10-16 [Staff Person: City Attorney]**
- (4) Lease/Maintenance Agreement with DivDat – (1) Approve the five (5) year lease/maintenance contract with DivDat for two (2) payment kiosks in the annual amount \$60,000, in accordance with Colton Municipal Code 3.08.140 (e), (2) Approve the one time development and programming costs for DivDat in the amount of \$9,800, and (3) Authorize the City Manager to execute the lease/maintenance contract. **[Staff Person: D. Kolk]**

- (5) Award Construction Agreement to Elrod Fence Company – Authorize the City Manager to execute the Award of Short Form Construction Agreement for Habitat Conservation Fencing to Elrod Fence Company, in the amount of \$66,402. **[Staff Person: M. Tomich]**
- (6) Reports to Council on Conduct of Department Heads – Adopt a resolution regarding the reports to council on conduct of department heads, **RESOLUTION NO. R-37-16. [City Attorney]**
- (7) Recruitment for Water Conservation Specialist – Authorize recruitment for the Water Conservation Specialist Position, and authorize the City Manager to fill this position. **[Staff Person: D. Kolk]**
- (8) Measure I Five Year Plan Amendment and Maintenance of Effort (MOE) Submittal – (1) Approve a resolution amending the FY 2015-2016 Measure I Five-Year Capital Improvement Plan and Expenditure Strategy Plan; (2) Approve a resolution adopting the City of Colton Measure I 2010-2040 Maintenance of Effort (MOE) Base Year Level, **RESOLUTION NOS. R-33-16, R-34-16 and R-38-16. [Staff Person: D. Kolk]**
- (9) Approval of Travel Expenses – Approve an increase to the individual travel expense limits for the Mayor and Mid-Management staff for FY 2015-16, **RESOLUTION NO. R-39-16. [Staff Person: M. Tomich]**

## PUBLIC HEARING

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

- (10) Public Hearing and Appeal – Rebbur, LLC – File Index No. DAP-001-309 **[Staff Person: M. Tomich]**

AN APPEAL TO THE CITY COUNCIL REGARDING THE PLANNING COMMISSION’S DECISION TO DENY MODIFICATION OF FILE INDEX NUMBER DAP-001-187 (VALLEY PALLETS, INC.), A REQUEST TO MODIFY SEVERAL CONDITIONS OF APPROVAL (REF: DAP-000-641, PLANNING COMMISSION RESOLUTIONS R-19-15 AND R-20-15).

Mayor announces the Public Hearing Open.

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

Staff Presentation.

Public Comment.

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

Consider: Approve and adopt RESOLUTION NOS. R-35-16 AND R-36-16.

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

**BUSINESS ITEMS**

- (11) Amending Title 7 of the Municipal Code - Animal Regulations - Waive full reading, read by title only, and introduce an ordinance of the of the City Council of the City of Colton amending Title 7 of the Colton Municipal Code relating to the City's comprehensive animal regulations, **ORDINANCE NO. O-09-16.** *(Item #12, 4/19/16 agenda)*

**MAYOR AND COUNCIL ORAL REPORTS AND COMMENTS**

**CITY MANAGER'S REPORTS**

**ADJOURNMENT**

**POSTING STATEMENT:**

I, Sabdi Sanchez, Chief Deputy City Clerk or my designee, hereby certify that a true and correct, accurate copy of the foregoing agenda was posted Thursday, May 12, 2016, at least seventy-two (72) hours prior to the meeting per Government Code 54954.2, at the following locations:

City of Colton City Hall 650 N. La Cadena Drive  
City of Colton Website, [www.coltonca.gov](http://www.coltonca.gov)

## PROCEDURES FOR ADDRESSING CITY COUNCIL

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

### RULES OF DECORUM

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

### NOTICE TO PUBLIC

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

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

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

### LEGAL CHALLENGES

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

### MANUAL OF PROCEDURE

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

MAYOR AND COUNCIL ITEMS  
APPOINTMENTS



INLAND EMPIRE DIVISION  
10500 Civic Center Dr. • Rancho Cucamonga, CA 91730

April 12, 2016

William R. Smith, City Manager  
City of Colton  
650 N La Cadena Dr  
Colton, CA 92324

RECEIVED  
APR 21 2016  
CITY OF COLTON  
MAYOR'S OFFICE

RECEIVED  
APR 18 2016  
CITY OF COLTON  
CITY MANAGER OFFICE

Dear William:

As you may know, I currently serve as the President of the League of California Cities Inland Empire Division. For over a decade, our Division has maintained a Legislative Task Force of elected officials and staff from each member city. The Legislative Task Force is a unique opportunity for our Division to discuss proposed legislation and take positions on bills.

Traditionally, each city has designated a member of its city council to serve on the Legislative Task Force. At the last Division meeting, however, it came to my attention that several cities no longer actively participate on the Legislative Task Force.

**Today, I am writing to ask that your city designate a city council member to serve on the Legislative Task Force, as well as a city council member to serve as an alternate.** Participation by elected officials is vital to the business that needs to be conducted at the Legislative Task Force. Without consistent, committed attendance by elected officials, the Task Force cannot be successful.

For 2016, meetings are chaired by Ontario Council Member Alan Wapner, and are held at Ontario City Hall at 10:00 a.m. on the fourth Wednesday of every other month. Please respond back to this letter with the following information:

1. Name and Email Address for your City Council Representative for the Legislative Task Force
2. Name and Email Address for your City Council Alternate for the Legislative Task Force
3. Name and Email Address for your Staff Member responsible for Legislative Affairs

Please email this information to [sgasca@ontarioca.gov](mailto:sgasca@ontarioca.gov) at your earliest convenience.

Thank you for your consideration and continued support for the Inland Empire Division. Feel free to contact me at any time regarding your participation in the Division, or in the Legislative Task Force. I can be reached at (909) 477-2700. For questions regarding the Legislative Task Force, please contact David Sheasby, City of Ontario, at (909) 395-2280, or at [DSheasby@OntarioCA.gov](mailto:DSheasby@OntarioCA.gov).

Sincerely,

Sam Spagnolo  
Mayor Pro Tem, City of Rancho Cucamonga  
IE Division President

attachment "A"  
List of Colton City Council  
Intergov. Agency Appts.  
updated 1/2015.

MEMBER CITIES

Chino, Chino Hills, Colton, Fontana, Grand Terrace, Highland, Loma Linda, Montclair,  
Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Upland, Yucaipa

**May 17, 2016: City Council Meeting**

**ATTACHMENT "A"**

Colton City Council to designate one Member, one Alternate, one Staff Liaison -----> to serve on the League Inland Empire Division Legislative Task Force.

Last update: 01-20-15 City Council Meeting

INTERGOVERNMENTAL AGENCY APPOINTMENTS	STAFF LIAISON							MEETING DATE	TIME	LOCATION
	M	D1	D2	D3	D4	D5	D6			
<b>LEGISLATIVE TASK FORCE</b>								<b>4th Wednesday (odd months)</b>	<b>10:00 AM</b>	<b>Ontario</b> <b>ONT City Hall, B Street</b>
AMIGA		D1				D6		2nd Thursday	3:00 PM	San Bernardino San Bernardino County Board Room
CONFIRE JPA			D3					AS NEEDED (twice per year)	11:00 AM	Rialto EOC Room, 1700 Miro Way
IVDA	M		D2		D5			2nd Wednesday	3:00 PM	San Bernardino SBIAA/IVDA Board Room
SBIAA	M		D2					4th Wednesday	3:00 PM	San Bernardino SBIAA/IVDA Board Room
OMNITRANS	M			D3				1st Wednesday	8:30 AM	San Bernardino Omnitrans Board Room, 1700 W. 5th St
RIX JPA			D3			D6		1st Wednesday	3:00 PM	San Bernardino RIX/JPA Board Room, 399 Chandler St.
SANBAG	M		D3					1st Wednesday	9:30 AM	San Bernardino SANBAG Board Room, 1170 W 3 <sup>rd</sup> St
SBVMWD (Advisory Committee)	M	D1						AS NEEDED (Monday, twice a year)	7:00 PM	San Bernardino SBVMWD Board Room, 1350 S. E St.
SCAG General Assembly	M		D2					AS NEEDED (May & September)	10:00 AM	La Quinta Conf Center & Los Angeles Conf Center
SWAT	M					D6		3rd Thursday	2:00 PM	San Bernardino 222 W. Hospitality Ln, 2nd Floor
SBCo FLOOD ZONE 2	M			D3				AS NEEDED (February & April)	9:00 AM	San Bernardino 825 E. 3 <sup>rd</sup> St., S. Wesley Break Bldg.

YELLOW = PRIMARY Member >>	4	1	1	5	0	0	1
ALTERNATE Member >>	4	1	2	1	0	1	2
<b>TOTAL Committee Appointments &gt;&gt;</b>	<b>8</b>	<b>2</b>	<b>3</b>	<b>6</b>	<b>0</b>	<b>1</b>	<b>3</b>

# UNDER SEPARATE COVER

## MAYOR AND COUNCIL DISCUSSION AND POSSIBLE ACTION ITEMS

- 2016 Legislative Plan.

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

May 3, 2016

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

CITY COUNCIL ROLL CALL

Councilmembers present were, Toro (*appeared at 5:02 p.m.*), Jorrin (*appeared at 5:05 p.m.*), Navarro, González, Bennett, MPT Suchil, and Mayor DeLaRosa.

STAFF PRESENT

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

PUBLIC COMMENT

None

CLOSED SESSION

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

A. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(d)(1)

Largo Concrete, Inc., v. City of Colton, et al.

San Bernardino Superior Court, Case No. CIVDS 1400406

B. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code Section 54956.8

Property Owner UPRR APN: 0161-221-21

Negotiating Parties: Bill Smith, City Manager; Mark Tomich, Development Services Director; Arthur Morgan, Economic Development Manager; Carlos Campos, City Attorney

Under Negotiation: Price and Terms of Purchase

C. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant Exposure to Litigation

Pursuant to Government Code Section 54956.9(d)(2)/(e)(1)

One (1) potential case

Mayor DeLaRosa adjourned the meeting to Closed Session at 5:02 p.m. and at 6:06 p.m., the meeting reconvened, with all members present as heretofore.

City Attorney Campos announced that the City Council met in Closed Session and discussed Items A through C; with direction given to staff and no reportable action.

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

May 3, 2016

Regular Meeting held on the above-given date at 6:07 p.m. in the Council Chambers of City Hall, with Mayor DeLaRosa presiding.

INVOCATION

Pastor Eric Strutz, The Door Christian Fellowship

FLAG SALUTE

American Legion Post #155; Member(s) Louie Barrera, and Steve Ferrence

CITY COUNCIL ROLL CALL

Council Members Present

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

Staff Present

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

Council Members Absent

None

CEREMONIAL MATTERS *Presentations, Awards, Proclamations*

- Proclamation - National Day of Prayer  
Mayor DeLaRosa presented a Proclamation declaring May 5, 2016 National Day of Prayer; accepted by Pastor Tim Isom of Faithway Fellowship.
- Proclamation - Colton Area Museum/Colton Area Museum Day; Saturday, May 7, 2016;  
CM González presented a Proclamation to the Colton Area Museum declaring Saturday, May 7, 2016 Colton Area Museum Day; accepted by Mike Murphy, President, Colton Area Museum

MAYOR AND COUNCIL ITEMS

POSSIBLE CONFLICT OF INTEREST DISCLOSURES FOR THE COUNCIL MEETING OF MAY 3, 2016.

GIFT DISCLOSURES

Mayor DeLaRosa asked the members present if there were any agenda items that were a conflict of interest pursuant to CMC Section 2.04.030. None disclosed.

AB 1234 ORAL REPORTS

Mayor DeLaRosa asked the members present if there were any brief reports on meetings attended at the expense of the City. (GC Section 53232.3(d). None disclosed.

With no objection by Council Mayor DeLaRosa brought forward Item 12 for discussion and action.

## BUSINESS ITEMS

- (12) Waste Disposal Agreement - Approve Amendment No. 6 to the Waste Disposal Agreement (WDA) between the County of San Bernardino and the City of Colton to change the termination date from June 30, 2016 to June 30, 2021. (Item #9, 4/19/16 agenda).

### Staff Presentation

City Manager Smith requested Item 12 pulled from tonight's Agenda to return for discussion and action for the Council Meeting of May 17, 2016. No objection by Councilmembers present.

## MAYOR AND COUNCIL DISCUSSION ITEMS

- City Attorney Work Authorization

Mayor DeLaRosa requested this item to be added to the agenda to freshen our discussion as to how we deal with the City Attorney; as far as making recommendations or asking our City Manager to look into things. Mayor DeLaRosa asked City Manager Smith to give a brief overview of what the policy requires and if we are going by the policy or do we need advice as part of what we are doing.

City Manager Smith believed this issue is covered in the MOP and referred to the following:

### I. ORDINANCES, RESOLUTIONS AND CONTRACTS

#### I-1 PREPARATION OF ORDINANCES, RESOLUTIONS AND CONTRACTS

- (A) ORDINANCES. All ordinances shall be prepared by the City Attorney and shall be presented to the Council only when ordered by the Council, requested by the Mayor, City Manager or prepared by the City Attorney on his own initiative.

City Manager Smith indicated this was a clear understanding of the City Attorney role but Council can amend as they like.

Discussion continued on the average hours that may occur during the year and within a 30 day period; City Manager Smith recently began issuing to Council an itemized version of all costs incurred regarding BB&K which included costs both on the staff level and the Council level.

Discussion continued with the intention of reducing office hours so that it reflects a reduction in over all budget cost.

A consensus was determined regarding City Attorney office hours on Tuesday of the Regular Council Meeting: City Attorney will begin his office hours at 5 p.m. unless there is a scheduled appointment and it will be set for just prior to 5 p.m.

In addition, a consensus to amend the verbiage in the City Council Meetings/Manual of Procedure, Section I, I-1, (A) to change '. . . when ordered by the Council . . .' to read: '. . . when ordered by *the majority of the Council . . .*'

## CITY TREASURER'S REPORTS

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

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

## PUBLIC COMMENT

The following community members addressed the Council: Terry Boykins, John Morales/Isabel Salas, Ashley Jones, representing Assembly Member Cheryl Brown, Robert Chevez, and Marvin Norman.

## CONSENT CALENDAR

Mayor DeLaRosa presented the Consent Calendar Items 1 through 10.

Councilmembers present selected items for discussion and clarification by staff: CM González/Mayor DeLaRosa, Item 4; Mayor DeLaRosa, Item 5; CM González/CM Navarro, Item 8.

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

Vote: Unanimous vote.

- (1) Minutes – Approval of Minutes for the City Council Special Meeting Held March 21, 2016; Approval of Minutes for the City Council Regular Meeting Held April 19, 2016; on File in the Office of the City Clerk.
- (2) Warrants – Approve U.S. Bank voucher numbers 155387 to 155492 dated 04/14/2016 and totaling \$3,045,447.13; voucher numbers 155493 to 155655 dated 04/21/2016 and totaling \$1,001,531.84; less voided checks totaling \$10,788.87; and a payroll disbursement listing for the period 03/26/2016 to 04/08/2016 and totaling \$709,265.24.
- (3) Ticket and Passes Distribution Policy – Approve and adopt a resolution to establish a Ticket and Passes Distribution Policy in accordance with the Fair Political Practices Commission (FPPC) regulations, RESOLUTION NO. R-32-16.
- (4) First Amendment to Professional Agreement with Interwest Consulting Group – Authorize the City Manager to execute the First Amendment to the Professional Services Agreement (PSA) with Interwest Consulting Group to provide supplemental building plan review and inspection services for the City of Colton, and approve and adopt a Resolution to amend the FY2016-16 budget, RESOLUTION NO. R-33-16.
- (5) Award Bid for Professional Services Agreement to J Sahl & Associates – Award bid for the Professional Services to complete the City of Colton's Urban Forestry Management Plan and Tree Planting Component to J Sahl & Associates in the amount of \$168,831 and authorize the City Manager to execute the contract documents.
- (6) Authorize the purchase of John Deere Utility Machinery to RDO Equipment Company – 1) Award to RDO Equipment Company for the purchase and delivery of one new John Deere 310SL backhoe for the Water Division in the amount not to exceed \$116,130.48. 2) For the purchase and delivery of one new John Deere 644K loader for the Wastewater Division in the amount not to exceed \$320,329.17.
- (7) Request to Appoint Police Dispatcher – Authorize the recruitment and appointment of a Police Dispatcher in the Police Department.

- (8) Purchase of Police Vehicles – Approve the purchase of four (4) new Ford Interceptor Police SUV vehicles and the related emergency equipment including installation (estimated cost of \$41,825.46 per vehicle, or \$167,301.84 total).
- (9) Utility Agreement between Colton and SANBAG – Approve the utility Agreement between the City of Colton and the San Bernardino Associated Governments (SANBAG) for the relocation of the existing sewer main line for the Interstate 215 and Barton Road interchange project.
- (10) Professional Services Agreement with KOA Corporation – Authorize the award of Professional Services Agreement to KOA Corporation in the amount not to exceed \$204,357.04 for the Environmental and Design of the I-10/Rancho Avenue Interchange Eastbound On-ramp Improvement Project.

#### BUSINESS ITEMS

- (11) Disbanding of Certain Boards and Commissions – Waive Full Reading, Read by Title Only and Introduce an Ordinance to Amend certain sections of Chapter 2.30 of the Colton Municipal Code relating to the dissolution of certain Boards and Commissions. ORDINANCE NO. O-10-16.

#### Staff Presentation

City Attorney Campos presented an overview of the Agenda Report and requested approval of staff's recommendation.

#### Council Discussion

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

Motion and Second by MPT Suchil/CM Jorin to waive full reading, read by title only and introduce Ordinance No. O-10-16.

Vote: Unanimous vote.

#### MAYOR AND COUNCIL ORAL REPORTS AND COMMENTS

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

Mayor DeLaRosa referred back to Item 12 on the Agenda Waste Disposal Agreement - Approve Amendment No. 6 to the Waste Disposal Agreement (WDA) between the County of San Bernardino and the City of Colton to change the termination date from June 30, 2016 to June 30, 2021. (Item #9, 4/19/16 agenda). Discussion and consensus to return the item for discussion and action to May 11, 2016, instead of waiting until the next regular council meeting of May 17, 2016.

#### CITY MANAGER'S REPORTS

City Manager Smith reviewed with Council information sent in the form of a memorandum related to the restrooms at all city parks and hours they will be open; this included Fleming Park.

#### ADJOURNMENT

At 7:49 p.m., Mayor DeLaRosa adjourned the Regular Council Meeting in memoriam of Hope Luna;

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Carolina R. Padilla  
City Clerk

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## STAFF REPORT

DATE: MAY 17, 2016  
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
 FROM: BILL SMITH, CITY MANAGER *[Signature]*  
 PREPARED BY: ANITA AGRAMONTE, FINANCE DIRECTOR *[Signature]*  
 SUBJECT: APPROVAL OF ACCOUNTS PAYABLE VOUCHERS AND PAYROLL DISBURSEMENTS

### RECOMMENDED ACTION

It is recommended that the City Council approve U.S. Bank voucher numbers dated 04/22/2016 and totaling \$28,445.22; voucher numbers 155656 to 155783 dated 04/28/2016 and totaling \$1,240,034.49; voucher numbers 155784 to 155913 dated 05/05/2016 and totaling \$1,299,185.38, less voided checks totaling \$790.00 and a payroll disbursement listing for the period 04/09/2016 to 04/22/2016 and totaling \$751,095.56.

### BACKGROUND

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

### ISSUES/ANALYSIS

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

### FISCAL IMPACTS

None.

### ALTERNATIVES

1. Provide alternative direction to staff.

### ATTACHMENTS

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

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

Fund	Title
100	GENERAL FUND
150	TREASURERS ACCOUNT GROUP
206	COMMUNITY CHILD CARE
209	DSF FLY CONSERVATION
210	SPECIAL GAS TAX
211	LIBRARY GRANT FUND
212	STATE TRAFFIC RELIEF FUND
213	S.Y.E.T.P. GRANT
214	POLLUTION REDUCTION FUND
215	COMMUNITY DEV ACT FUND
216	CDBG HOUSING REHAB FUND
217	DRUG/GANG INTERVENTION
218	MEASURE I FUND
219	STATE AID - CAPITAL PROJECTS
220	ViTep
225	MISC GRANTS
240	HOST CITY FEES - CIP
247	Quimby In Lieu Fees
248	PARK DEVELOPMENT FUND
249	TRAFFIC IMPACT FUND
250	NEW FACILITIES DEVELOPMENT FEE
251	CIVIC CENTER DEVELOPMENT FEE
252	FIRE FACILITY DEVELOPMENT FEE
253	POLICE FACILITY DEVELOPMENT FEE
261	ASSET FORFEITURE
326	AD 94-1 DEBT SERVICE
332	1971 SEWER BONDS, A & C
350	PFA Debt Fund
357	POB-Non Enterprise
358	PENSION OBLIGATION DEBT SERVICE
359	CORP YARD DEBT SERVICE
363	1978-2 ASSESSMENT DIST.
364	WATER 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
12778500	4/22/2016	092931 U.S. BANK CORPORATE PAYMENT SY	C. CARE- 0986-03/16		C. CARE- C. RYMER PRINTING CARTRIDGES 206-7200-7202-2301-0000-000	150.08
					PRINTING CARTRIDGES 206-7200-7203-2301-0000-000	150.08
					USE TAX	
					206-7200-7202-2301-0000-000	12.01
					USE TAX	
					206-7200-7203-2301-0000-000	12.00
					USE TAX	
					762-2210-000	-24.01
					PILLOW FOR BENCH SEAT 206-7200-7202-2304-0000-000	44.31
					DOLL HOUSE AT PRESCHOOL 206-7200-7202-2304-0000-000	107.45
					USE TAX	
					206-7200-7202-2304-0000-000	0.50
					USE TAX	
					762-2210-000	-0.50
					VIDEO GAME FOR PRESCHOOL 206-7200-7202-2304-0000-000	50.73
					USE TAX	
					206-7200-7202-2304-0000-000	3.19
					USE TAX	
					762-2210-000	-3.19
					DEPOSIT FOR FIELD TRIP 206-7200-7203-2350-0000-000	150.00
					SUPPLIES FOR PLAY AREAS 206-7200-7202-2304-0000-000	314.78
					PRINTER CARTRIDGES 206-7200-7203-2301-0000-000	29.95
					USE TAX	
					206-7200-7203-2301-0000-000	2.40
					USE TAX	

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
12778500	4/22/2016	092931	U.S. BANK CORPORATE PAYMENT SY	(Continued)		
					762-2210-000	-2.40
					PENCIL SHARPENERS	
					206-7200-7202-2304-0000-000	6.85
					VACUUM CLEANER REPAIRS	
					206-7200-7202-2250-0000-000	89.94
			C. CLERK- 3244-03/16		C. CLERK- S. SANCHEZ	
					MILITARY BANNERS	
					762-2314-000	486.00
					INK CARTRIDGE FOR POSTAGE MACH	
					100-6010-6010-2300-0000-000	271.02
			COMM SVCS-0138-03/16		COMM SVCS- K. PHELPS	
					TRAINING- HEALTH & WELLNESS	
					100-6200-6202-2280-0000-000	40.00
					SUPPLIES FOR LCC CENTER	
					100-6200-6213-2301-0000-000	43.42
					REAMS OF COLORED PAPER	
					100-6200-6212-2354-0000-000	158.83
					REAMS OF COLORED PAPER	
					100-6200-6215-2354-0000-000	15.75
					REAMS OF COLORED PAPER	
					100-6200-6214-2354-0000-000	15.75
					PIZZA FOR EVENT AT LCC CENTER	
					100-6200-6215-2301-0000-000	17.82
					CPR MASKS	
					100-6200-6202-2301-0000-000	94.25
					CPR MASKS	
					520-8000-8004-1180-0926-000	94.25
					USE TAX	
					100-6200-6202-2301-0000-000	7.54
					USE TAX	
					520-8000-8004-1180-0926-000	7.54
					USE TAX	
					762-2210-000	-15.08
					SUPPLIES FOR HCC CENTER	

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
12778500	4/22/2016	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued)		100-6200-6212-2301-0000-000 SUPPLIES FOR HCC CENTER	28.28
			COMM SVCS-1342-03/16		100-6200-6214-2301-0000-000 COMM SVCS- D. FARRAR PARKING AT CPRS CONF	10.80
					100-6200-6200-2280-0000-000 LODGING FOR CPRS CONF (D. FARRAR)	10.00
					100-6200-6200-2280-0000-000 LODGING- CPRS CONF (FERNANDEZ/VEGA)	842.34
					100-6200-6200-2280-0000-000 LODGING- CPRS CONF (FERNANDEZ/VEGA)	67.34
			COUNCIL- 4958-0316		100-6200-6202-2280-0000-000 C. COUNCIL- A. FLORES REFRESHMENTS- CCM 03/01/16	775.00
					100-6000-6000-2280-0001-000 OFFICE SUPPLIES	72.46
					100-6000-6000-2301-0000-000 CREDIT ON RETURN	23.12
					100-6000-6000-2280-0001-000 REFRESHMENTS- CCM 03/01/16	-3.01
					100-6000-6000-2280-0001-000 LUNCH- BUSINESS OUTREACH MTG	26.71
					100-6000-6000-2280-0001-000 REFRESHMENTS- CCM 03/15/16	116.15
					100-6000-6000-2280-0001-000 PAPER GOODS- COUNCIL OPERATIONS	22.00
					100-6000-6000-2301-0000-000 DINNER- CCM 03/15/16	14.19
					100-6000-6000-2280-0001-000 DINNER- SPECIAL CCM 03/21/16	61.56
			DEV SVCS- 5316-03/16		100-6000-6000-2280-0001-000 DEV SVCS- M. TOMICH	50.54
					WEB BUS. LIC. RENEWAL	
					100-6300-6301-2301-0000-000	29.70

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
12778500	4/22/2016	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued) ELEC- 3629- 03/16		ELEC- C. JIMENEZ FLASH DRIVES/BATTERIES 520-8000-8003-2301-0921-000	8.85
					FLASH DRIVES/BATTERIES 520-8000-8001-2300-0921-000	42.50
					PENS/ JUMP DRIVE FOR MAPPING 520-8000-8002-2301-0921-000	32.28
					PENS/ JUMP DRIVE FOR MAPPING 520-8000-8005-2300-0930-200	9.72
					BOTTLE STORAGE SYSTEM 520-8000-8009-2225-0548-000	205.19
					LODGING (J. PACHAS) 606-6040-6044-1160-0000-000	529.08
					IPHONE CASE 520-8000-8004-2301-0921-000	56.74
					SAFETY EQUIPMENT FOR T&D 520-8000-8004-1180-0926-000	999.82
					SAFETY SIGNS 520-8000-8004-1180-0926-000	148.77
			ELEC- 4201- 03/16		ELEC- R. GALLEGOS AIRFARE- APPA LINEMEN'S RODEO 520-8000-8004-2280-0930-200	449.20
					AIRFARE- CEC & CARB MEETINGS 520-8000-8001-2280-0930-200	142.00
					FRAME FOR SERVICE AREA MAP 520-8000-8001-2300-0921-000	477.09
					WATER SERVICE FOR AMPP 520-8000-8009-2225-0548-000	231.34
			ELEC- 8031- 03/16		ELEC- J. SUTORUS MARKETING SUPPLIES FOR EARTH DA Y 520-8000-8005-2341-0930-200	476.96
					USE TAX 520-8000-8005-2341-0930-200	38.16
					USE TAX	

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
12778500	4/22/2016	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued)			
					762-2210-000	-38.16
					CLIMATE ACTION PLAN BOOKLETS	
					520-8000-8005-2341-0930-200	549.50
					EARTH DAY PRINTING	
					520-8000-8005-2341-0930-200	72.90
					EARTH DAY SUPPLIES	
					520-8000-8005-2341-0930-200	80.16
					USE TAX	
					520-8000-8005-2341-0930-200	4.68
					USE TAX	
					762-2210-000	-4.68
					SAFETY GLASSES- EARTH DAY	
					526-8000-8035-2301-0921-000	20.40
					EARTH DAY SUPPLIES	
					526-8000-8035-2301-0921-000	27.03
					EARTH DAY SUPPLIES- HATS	
					526-8000-8035-2301-0921-000	66.90
					USE TAX	
					526-8000-8035-2301-0921-000	5.35
					USE TAX	
					762-2210-000	-5.35
					EARTH DAY SUPPLIES- FILM	
					526-8000-8035-2301-0921-000	74.47
					EARTH DAY SUPPLIES	
					526-8000-8035-2301-0921-000	4.73
					USE TAX	
					526-8000-8035-2301-0921-000	0.38
					USE TAX	
					762-2210-000	-0.38
					TRAINING- WALKING/BICYCLING	
					520-8000-8005-1160-0926-000	219.00
					EARTH DAY SUPPLIES- STAMPERS	
					526-8000-8035-2301-0921-000	20.98
					USE TAX	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
12778500	4/22/2016	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued)		526-8000-8035-2301-0921-000 USE TAX	1.68
					762-2210-000 SUSTAINABILITY SIGN	-1.68
					520-8000-8005-2341-0930-200 SPRING INTO SUMMER FLYER	106.76
					520-8000-8005-2341-0930-200 EARTH DAY PRINTING	80.09
					520-8000-8005-2341-0930-200 EARTH DAY EVENT- TABLE COVERS	64.80
					520-8000-8005-2341-0930-200 FIRE- D. DEANONIO	41.50
			FIRE- 4015- 03/16		IMAGE TREND CONF. (DEANTONIO/PEREZ)	
					100-6090-6091-1160-0000-000 USPS MAILING	1,020.00
					100-6090-6091-2300-0000-000 FIRE- T. MCHARGUE	7.45
			FIRE- 4196- 03/16		BRIEFCASE	
					100-6090-6091-2301-0000-000 USE TAX	86.50
					100-6090-6091-2301-0000-000 USE TAX	6.92
					762-2210-000 SUPPLIES FOR MAPS/CHARTS	-6.92
					100-6090-6091-2301-0000-000 USE TAX	13.95
					100-6090-6091-2301-0000-000 USE TAX	1.12
					762-2210-000 REGIS. CA FIRE CHIEFS ASSOC.	-1.12
					100-6090-6091-2280-0000-000 FIRE- D. BENFIELD	170.00
			FIRE- 5098- 03/16		HAND LIGHT BATTERY	
					100-6090-6091-2301-0000-000	28.09

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
12778500	4/22/2016	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued) FIRE- 6381- 03/16		FIRE- K. VALENTIN REPAIRS TO SAWS 100-6090-6091-2240-0000-000 USE TAX	17.95
					100-6090-6091-2240-0000-000 USE TAX	1.04
					762-2210-000 REPAIRS TO GENERATOR	-1.04
					100-6090-6091-2301-0000-000 ELEVATION ARM REPLACEMENT	43.15
					100-6090-6091-2210-0000-000 EAST VALLEY FIRE DOMAIN- WEBSITE	80.63
					100-6090-6091-2301-0000-000 PARTS FOR ME212	64.00
					100-6090-6091-2210-0000-000 REPAIR LEAKS	275.99
					100-6090-6091-2240-0000-000 CO MONITORS	56.95
					100-6090-6091-2210-0000-000 REPAIRS TO DISHWASHER	213.84
					100-6090-6091-2240-0000-000 WINDSHIELD REPLACEMENT	176.01
					100-6090-6091-2210-0000-000 THOMAS BROS. MAP BOOKS	273.09
					100-6090-6091-2301-0000-000 HR- T. COOPER	1,040.58
			HR- 4231- 03/16		JOB ANNOUCEMENT- RECRUITMENT	
					100-6030-6030-2342-0000-000 I.S.- P. EVANS	390.00
			I.S.- 8716- 03/16		SUPER SHUTTLE	
					606-6040-6044-2280-0000-000 LIB- E. PEDROZA	24.00
			LIB- 4859- 03/16		READING MATERIAL FOR EVENT	
					100-6200-6250-2302-0000-000	264.65

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
12778500	4/22/2016	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued)		ROTARY LUNCH MEETINGS 100-6200-6250-2280-0000-000	25.01
					PROCESSING MATERIALS 100-6200-6250-2302-0000-000	92.26
			PARKS- 9441- 03/16		PARKS- A. GARCIA FENCE REPAIRS 100-6150-6205-2301-0000-000	36.83
					LANDSCAPE SUPPLIES 100-6150-6205-2301-0000-000	248.40
					CNG FUEL 100-6150-6205-2301-0000-000	31.27
			PD- 1945- 03/16		PD- R. CARNELL CNG FUEL 100-6070-6071-2210-0000-000	61.18
			PD- 3734- 03/16		PD- T. HEARD CNG FUEL 100-6070-6071-2210-0000-000	59.05
			PD- 4959- 0316		PD- R. WICKMAN ID CAMERAS BATTERIES 100-6070-6071-2301-0000-000	61.08
					USE TAX 100-6070-6071-2301-0000-000	3.84
					USE TAX 762-2210-000	-3.84
					HEADSETS 100-6070-6071-2310-0000-000	172.72
					CAR CHARGER 100-6070-6071-2310-0000-000	31.96
					USE TAX 100-6070-6071-2310-0000-000	2.56
					USE TAX 762-2210-000	-2.56
					BIOHAZARD LABELS 100-6070-6071-2301-0000-000	98.99

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
12778500	4/22/2016	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued)		USE TAX 100-6070-6071-2301-0000-000	7.92
					USE TAX 762-2210-000	-7.92
					CATCH POLES- ANIMAL SVCS 100-6070-6071-1180-0000-000	839.85
					USE TAX 100-6070-6071-1180-0000-000	61.73
					USE TAX 762-2210-000	-61.73
					USE TAX 100-6070-6071-2301-0000-000	3.20
					USE TAX 762-2210-000	-3.20
					SAFE- PROPERTY ROOM 100-6070-6071-2301-0000-000	419.18
					LOCKS/ BOWLS- ANIMAL SVCS 100-6070-6071-2301-0000-000	62.12
					LODGING REFUND 100-6070-6071-1160-0000-000	-220.86
					LABELS 100-6070-6071-2301-0000-000	10.44
					USE TAX 100-6070-6071-2301-0000-000	0.84
					USE TAX 762-2210-000	-0.84
					LABELS 100-6070-6071-2301-0000-000	36.27
					USE TAX 100-6070-6071-2301-0000-000	2.90
					USE TAX 762-2210-000	-2.90
					LABELS 100-6070-6071-2301-0000-000	10.44

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
12778500	4/22/2016	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued)		USE TAX	
					100-6070-6071-2301-0000-000	0.84
					USE TAX	
					762-2210-000	-0.84
					AIR FRESHENER	
					100-6070-6071-2210-0000-000	12.94
					OFFICE CLOCK	
					100-6070-6071-2301-0000-000	39.95
			PD- 5050- 03/16		PD- A. BETANCUR	
					PROPERTY PROFILES	
					100-6070-6071-2350-0000-000	50.00
					CALLYO BASIC SYSTEM	
					100-6070-6071-2315-0000-000	780.00
					CHECK SERVICES- BOXING CLUB	
					100-6070-6071-2350-0000-000	732.59
			PD- 5076- 03/16		PD- L. AVALOS	
					FLOWER ARRANGEMENT (FUNERAL)	
					100-6070-6071-2301-0000-000	75.72
					LODGING (NASRO COURSE)	
					100-6070-6071-1160-0000-000	208.26
					PRINTER RIBBON	
					100-6070-6071-2300-0000-000	66.95
					LODGING CREDIT (KIECOLT)	
					100-6070-6071-1160-0000-000	-142.29
					TUITION (TACTICAL DISPATCH)	
					100-6070-6071-1160-0000-000	75.00
					LODGING (FIELD EVID.) (KIECOLT)	
					100-6070-6071-1160-0000-000	463.32
					LODGING (ASSET FORFEITURE)	
					100-6070-6071-1160-0000-000	294.98
					CABLE SVC- K2C SUBSTATION	
					100-6070-6071-2301-0000-000	140.97
					TRANSPONDERS FEE	
					100-6070-6071-2210-0000-000	33.00

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
12778500	4/22/2016	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued)		LODGING- FIELD EVID. (HANNA)	
					100-6070-6071-1160-0000-000	579.60
			PD- 5499- 03/16		PD- M. CHAVEZ	
					CNG FUEL	
					100-6070-6071-2210-0000-000	35.83
			PURCH- 4250- 03/16		PURCH- B. GUTIERREZ	
					GATE AND FUEL ACCESS CARDS	
					100-1500-000	992.00
					LETTER OPENER (EQUIP. MAINT)	
					100-6040-6042-2301-0000-000	396.00
			PW- 1295- 03/16		PW- J. GARCIA	
					REPAIRS TO WELDING TRUCK	
					608-6150-8700-2210-8101-000	2,514.64
			PW- 6681- 03/16		PW- L. NUNEZ	
					OFFICE FAN	
					100-6150-6151-2300-0000-000	22.72
			PW- 9458- 03/16		PW- A. PAGDILAO	
					PARTS FENCE PROJECT	
					450-1511-6970-3890-0000-000	179.47
					CNG FUEL	
					608-6150-8700-2210-6211-000	162.99
					CNG FUEL	
					608-6150-8700-2210-8700-000	115.40
					CNG FUEL	
					210-6150-6160-2210-0000-000	846.71
			PW- 9927- 03/16		PW- A. HUSSAIN	
					CNG FUEL	
					100-6150-6160-2210-0000-000	39.02
					CNG FUEL	
					522-8200-8200-2210-0000-000	63.07
			ST- 7740- 03/16		ST- R. ARABELO	
					CNG FUEL	
					210-6150-6160-2210-0000-000	904.39
			W- 4266- 03/16		W- G. BARAJAS	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
12778500	4/22/2016	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued)		REPLACE PARTS IN VACTOR TRUCK 605-6150-6211-2250-8200-000	489.28	
					STAFF TRAINING WORKSHOP 522-8200-8200-1160-0000-000	180.00	
			W- 9192- 0316		W- J. SHIMMIN SUPPLIES FOR EARTH DAY GIVEAWAY 521-8100-8110-2300-0000-000	318.00	
					USE TAX 521-8100-8110-2300-0000-000	25.44	
					USE TAX 762-2210-000	-25.44	
					SUPPLIES- EARTH DAY GIVEAWAYS 521-8100-8110-2300-0000-000	576.43	
					WATER CONSERVATION BOOKLETS 521-8100-8110-2300-0000-000	683.00	
					USE TAX 521-8100-8110-2300-0000-000	52.64	
					USE TAX 762-2210-000	-52.64	
					SOIL MIX 521-8100-8110-3890-0000-000	3.23	
					NOZZLE FOR CAR WASH BAY 521-8100-8110-3890-0000-000	53.85	
			WW- 8118- 03/16		WW- M. GUERRERO GAS DETECTION SENSORS 522-8200-8200-1180-0000-000	387.56	
					CNG FUEL 522-8200-8200-2210-0000-000	30.42	
					<b>Total :</b>	<b>28,445.22</b>	
1 Vouchers for bank code : boa						<b>Bank total :</b>	<b>28,445.22</b>
1 Vouchers in this report						<b>Total vouchers :</b>	<b>28,445.22</b>

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05/09/2016 4:27:06PM

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

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155656	4/26/2016	014316 PRUDENTIAL OVERALL SUPPLY	22193766		ELEC- UNIFORM RENTAL SERVICES	
				054229	520-8000-8009-2225-0548-000	84.55
			22197301		ELEC- UNIFORM RENTAL SERVICES	
				054229	520-8000-8009-2225-0548-000	84.55
			22198795		ELEC- UNIFORM RENTAL SERVICES	
				054229	520-8000-8004-1170-0926-000	230.20
				054229	520-8000-8002-2301-0921-000	25.30
			22198796		ELEC- UNIFORM RENTAL SERVICES	
				054229	520-8000-8003-1170-0926-000	127.45
			22222699		ELEC- UNIFORM RENTAL SERVICES	
				054229	520-8000-8009-2225-0548-000	84.55
			22226299		ELEC- UNIFORM RENTAL SERVICES	
				054229	520-8000-8009-2225-0548-000	84.55
			22227676		ELEC- UNIFORM RENTAL SERVICES	
				054229	520-8000-8002-2301-0921-000	25.30
				054229	520-8000-8004-1170-0926-000	240.70
			22227677		ELEC- UNIFORM RENTAL SERVICES	
				054229	520-8000-8003-1170-0926-000	106.70
			22229758		ELEC- UNIFORM RENTAL SERVICES	
				054229	520-8000-8009-2225-0548-000	84.55
			22231182		ELEC- UNIFORM RENTAL SERVICES	
				054229	520-8000-8004-1170-0926-000	240.70
				054229	520-8000-8002-2301-0921-000	25.30
			22231183		ELEC- UNIFORM RENTAL SERVICES	
				054229	520-8000-8003-1170-0926-000	106.70
					<b>Total :</b>	<b>1,551.10</b>
155657	4/26/2016	093076 GUILI GARCIA	634401		PD- WINDOW TINTING SERVICE	
					100-6070-6071-2210-0000-000	625.00
					<b>Total :</b>	<b>625.00</b>
155658	4/28/2016	058517 AETNA	31097771		HR- RETIREE HEALTH PREMIUMS	
					100-6030-6030-1150-0000-000	1,140.00
					<b>Total :</b>	<b>1,140.00</b>
155659	4/28/2016	059314 AETNA	31097071		HR- RETIREE HEALTH PREMIUMS	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155659	4/28/2016	059314 AETNA	(Continued)		100-6030-6030-1150-0000-000	1,446.24
<b>Total :</b>						<b>1,446.24</b>
155660	4/28/2016	092034 AIRGAS SPECIALTY PRODUCTS	131432514	015478	ELEC- AMMONIUM HYDROXIDE 520-8000-8009-2225-0548-000	5,706.32
<b>Total :</b>						<b>5,706.32</b>
155661	4/28/2016	058945 ALBA, CARLOS	04/30/16		COMM SVCS- DJ SVC- "PAWS" EVENT 100-6200-6214-2350-0000-000	150.00
<b>Total :</b>						<b>150.00</b>
155662	4/28/2016	026370 ALLSTAR FIRE EQUIPMENT INC	188884	016188	FIRE- CLASS A FOAM 100-6090-6091-2301-0000-000	1,865.00
			189181	015433	100-6090-6091-2301-0000-000 FIRE- SAFETY GEAR 100-6090-6091-1180-0000-000	149.20 180.00
<b>Total :</b>						<b>2,194.20</b>
155663	4/28/2016	093657 ANDERSON, LILI	APRIL 16	015729	COMM SVCS- CONTRACT INSTRUCTOI 100-6200-6202-2350-0000-000	289.80
<b>Total :</b>						<b>289.80</b>
155664	4/28/2016	044956 ANGELICA HEALTHCARE SERVICES	REBATE- LIGHTING		LED LIGHTING RETROFIT REBATE 526-8000-8038-2041-0930-020	1,260.27
<b>Total :</b>						<b>1,260.27</b>
155665	4/28/2016	001139 ANIMAL EMERGENCY CLINIC	MARCH 16	015561	PD- VETERINARIAN SERVICES 100-6070-6071-2350-0000-000	410.00
<b>Total :</b>						<b>410.00</b>
155666	4/28/2016	093989 ANIXTER POWER SOLUTIONS INC.	3128253-00	016153	ELEC- HARDWARE SUPPLIES 520-1500-154	393.90
					520-1500-154	31.51
			3128253-01	016153	ELEC- HARDWARE SUPPLIES 520-1500-154	2,120.60
					520-1500-154	169.65
			3132954-00		ELEC INV- HARDWARE SUPPLIES	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155666	4/28/2016	093989 ANIXTER POWER SOLUTIONS INC.	(Continued)			
				016153	520-1500-154	115.80
					520-1500-154	9.26
			3152870-00		ELEC INV- HARDWARE SUPPLIES	
				016227	520-1500-154	234.00
					520-1500-154	18.72
			3152870-01		ELEC INV- HARDWARE SUPPLIES	
				016227	520-1500-154	103.00
					520-1500-154	8.24
					<b>Total :</b>	<b>3,204.68</b>
155667	4/28/2016	cb083656 ASHLEY FURNITURE INC.	01921350		CLOSING BILL CREDIT	
					521-2450-000	6,213.55
					<b>Total :</b>	<b>6,213.55</b>
155668	4/28/2016	046028 AT & T	3700807-0416		FIRE- TELEPHONE SERVICES	
				054153	100-6090-6091-2310-0000-000	16.28
			3703715-0416		COMM SVCS- TELEPHONE SERVICES	
				054153	100-6200-6250-2310-0000-000	16.83
			3706146-0416		FIRE- TELEPHONE SERVICES	
				054153	100-6090-6091-2310-0000-000	18.21
			4220124-0416		LIB- TELEPHONE SERVICES	
				054153	100-6200-6250-2310-0000-000	18.16
			4229528-0416		COMM SVCS- TELEPHONE SERVICES	
				054153	100-6200-6202-2310-0000-000	18.63
			4240128-0416		LIB- TELEPHONE SERVICES	
				054153	100-6200-6250-2310-0000-000	108.15
			4300031-0416		I.S.- TELEPHONE SERVICES	
				054153	606-6040-6044-2310-0000-000	1,228.07
			4302850-0416		I.S.- TELEPHONE SERVICES	
				054153	606-6040-6044-2310-0000-000	485.04
			4330012-0416		COMM SVCS- TELEPHONE SERVICES	
				054153	100-6200-6202-2310-0000-000	78.61
			4330258-0416		COMM SVCS- TELEPHONE SERVICES	
				054153	100-6200-6202-2310-0000-000	35.45
			7830875-0316		DEV SVCS- TELEPHONE SERVICES	
				054153	100-6300-6301-2310-0000-000	18.42

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155668	4/28/2016	046028	046028 AT & T		(Continued)	<b>Total : 2,041.85</b>
155669	4/28/2016	000205	AT&T	2710010-0416	ELEC- TELEPHONE SERVICES 520-8000-8001-2310-0930-200	33.46 <b>Total : 33.46</b>
155670	4/28/2016	092427	AVISTAR	81810	ELEC- CELLULAR SVC- AP30 TRAKKER 520-8000-8003-2255-0592-100	290.00 <b>Total : 290.00</b>
155671	4/28/2016	001527	BEST BEST & KRIEGER	758664,760580,762820	RISK- CLAIM EXPENSE	
			766401		607-6040-8601-2290-0000-000	9,337.90
			766402		C. ATTORNEY- LEGAL SERVICES 100-6050-6050-2350-0000-603	2,657.94
			766403		W- LEGAL SERVICES 521-8100-8101-2350-0000-000	2,082.70
			766404		W- LEGAL SERVICES 521-8100-8101-2350-0000-000	399.88
			766405		C. ATTORNEY- LEGAL SERVICES 100-6050-6050-2350-0000-603	261.80
			766406		C. ATTORNEY- LEGAL SERVICES 100-6050-6050-2350-0000-000	14,213.62
			766407		C. ATTORNEY- LEGAL SERVICES 100-6050-6050-2350-0000-603	2,278.61
			766408		C. ATTORNEY- LEGAL SERVICES 100-6050-6050-2350-0000-603	2,070.40
			766409		C. ATTORNEY- LEGAL SERVICES 100-6050-6050-2350-0000-000	8,810.29
			766410		LEGAL SVCS- S. COMPTON 100-6050-6050-2350-0000-603	286.00
			766411		C. ATTORNEY- LEGAL SERVICES 100-6050-6050-2350-0000-603	102.00
			766412		C. ATTORNEY- LEGAL SERVICES 100-6050-6050-2350-0000-603	102.00
			766413		ECON DEV - LEGAL SERVICE 898-9000-9000-2350-0000-000	1,847.50
					100-6050-6050-2350-0000-000	1,847.50

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155671	4/28/2016	001527 BEST BEST & KRIEGER	(Continued) 766416		C. ATTORNEY- LEGAL SERVICES 100-6050-6050-2350-0000-000	4,309.50
			766417		ELEC- LEGAL SERVICES 520-8000-8001-2350-0923-000	1,364.00
			766418		W- LEGAL SERVICES 521-8100-8101-2350-0000-000	2,090.00
			766419		W- LEGAL SERVICES 521-8100-8101-2352-0000-000	1,511.51
			768254,758665,760581		RISK- CLAIM EXPENSES 607-6040-8601-2290-0000-000	6,557.22
<b>Total :</b>						<b>62,130.37</b>
155672	4/28/2016	001527 BEST BEST & KRIEGER	760584,762822,764585		RISK- CLAIM EXPENSE 607-6040-8601-2290-0000-000	1,023.70
<b>Total :</b>						<b>1,023.70</b>
155673	4/28/2016	060308 BIN-FLORES, CHRISTINA	REBATE- TOILET		WATER CONSERVATION REBATE 521-8100-8110-2041-0000-000	198.00
<b>Total :</b>						<b>198.00</b>
155674	4/28/2016	059913 BOWLER, DARYL	REBATE- DISHWASHER		W- INDOOR REBATE PROGRAM 521-8100-8110-2041-0000-000	75.00
			REBATE- PLANTS/DRIP		WATER CONSERVATION REBATE 521-8100-8110-2041-0000-000	515.70
<b>Total :</b>						<b>590.70</b>
155675	4/28/2016	045647 BRUNO, RAY	TUIT 15/16		FIRE- TUITION REIMBURSEMENT 100-6090-6091-1160-0000-000	700.00
<b>Total :</b>						<b>700.00</b>
155676	4/28/2016	050450 CALIFORNIA BUILDING STANDARDS	BLDG STD FY Q3-16		BUILDING STANDARDS QTRLY FEES 762-2221-000	158.00
<b>Total :</b>						<b>158.00</b>
155677	4/28/2016	059707 CALIFORNIA DISTRICT ATTORNEYS, ASSOCI/ AF# 215119			ASSET FORFEITURE DISTRIBUTION 762-2300-000	152.75

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155677	4/28/2016	059707	059707 CALIFORNIA DISTRICT ATTORNEYS, ASE (Continued)			<b>Total : 152.75</b>
155678	4/28/2016	015809	CALOLYMPIC GLOVE &	349993	INV- SAFETY SUPPLIES	
				016296	100-1500-000	113.40
				016296	520-1500-154	281.92
					520-1500-154	36.46
					100-1500-000	14.11
					520-1500-154	17.52
			349993-1		INV- SAFETY SUPPLIES	
				016296	100-1500-000	113.40
					100-1500-000	22.52
					<b>Total : 599.33</b>	
155679	4/28/2016	003165	CANON FINANCIAL SERVICES	15993529	COPIER LEASE (VARIOUS DEPT'S)	
				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	100-6020-6020-2420-0000-000	174.59
				015447	100-6000-6000-2420-0000-000	191.55
					100-6200-6200-2420-0000-000	12.59
					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

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155679	4/28/2016	003165 CANON FINANCIAL SERVICES	(Continued)		520-8000-8003-2420-0931-000	11.09
					522-8200-8200-2420-0000-000	11.84
					206-7200-7202-2420-0000-000	3.26
					100-6300-6301-2420-0000-000	12.58
					100-6030-6030-2420-0000-000	11.84
					100-6040-6041-2420-0000-000	9.37
					100-6090-6091-2420-0000-000	17.42
					100-6020-6020-2420-0000-000	13.97
					100-6000-6000-2420-0000-000	15.32
				015447	100-6200-6250-2420-0000-000	31.82
				015447	100-6300-6301-2420-0000-000	157.22
				015447	100-6070-6071-2420-0000-000	138.58
				015447	100-6030-6030-2420-0000-000	148.00
				015447	100-6070-6071-2420-0000-000	142.12
				015447	100-6040-6041-2420-0000-000	117.15
				015447	100-6090-6091-2420-0000-000	217.71
				015447	100-6070-6071-2420-0000-000	222.19
				015447	206-7200-7202-2420-0000-000	40.79
					100-6040-6043-2420-0000-000	15.43
					<b>Total :</b>	<b>3,465.98</b>
155680	4/28/2016	050100 CARPENTER, ROTHANS & DUMONT	26564		RISK- CLAIM EXPENSE	
					607-6040-8601-2290-0000-000	167.70
					<b>Total :</b>	<b>167.70</b>
155681	4/28/2016	060292 CASTRO, SOFIA	REBATE- WASHER		PUBLIC BEN- ENERGY EFFICIENCY REBATE	
					526-8000-8035-2041-0930-010	75.00
					<b>Total :</b>	<b>75.00</b>
155682	4/28/2016	003817 CENTERPOINTE CAR WASH	FEB 2016		CAR WASHES (VARIOUS DEPT'S)	
				054159	100-6090-6091-2210-0000-000	29.98
				054159	520-8000-8004-2210-0933-000	14.99
				054159	521-8100-8101-2210-0000-000	14.99
				054159	100-6150-6151-2210-0000-000	17.49
				054159	608-6150-8700-2210-8101-000	83.45
				054159	100-6200-6200-2210-0000-000	123.42

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155682	4/28/2016	003817 CENTERPOINTE CAR WASH	(Continued)			
				054159	100-6070-6071-2210-0000-000	847.45
					<b>Total :</b>	<b>1,131.77</b>
155683	4/28/2016	093729 CHILDCARE CAREERS, LLC	236014		C. CARE- TEACHERS & AIDES	
				015460	206-7200-7202-2350-0000-000	91.40
					<b>Total :</b>	<b>91.40</b>
155684	4/28/2016	093906 CHJ CONSULTANTS	8763		PW- INSPECTION AND MATERIAL	
			8983	015833	100-6150-6151-2350-0000-000	504.00
			9198	015833	PW- INSPECTION AND MATERIAL	
			9335	015833	100-6150-6151-2350-0000-000	415.50
			9336	015833	PW- INSPECTION AND MATERIAL	
			9337	015833	100-6150-6151-2350-0000-000	1,003.00
			9608	015833	PW- INSPECTION AND MATERIAL	
				015833	100-6150-6151-2350-0000-000	867.00
				015833	PW- INSPECTION AND MATERIAL	
				015833	100-6150-6151-2350-0000-000	415.50
				015833	PW- INSPECTION AND MATERIAL	
				015833	100-6150-6151-2350-0000-000	504.00
				015833	PW- INSPECTION AND MATERIAL	
				015833	100-6150-6151-2350-0000-000	377.50
					<b>Total :</b>	<b>4,086.50</b>
155685	4/28/2016	046237 COAST FITNESS REPAIR SHOP	63015		COMM SVCS- SERVICE GYM EQUIP.	
				016137	100-6200-6208-2350-0000-000	125.00
					<b>Total :</b>	<b>125.00</b>
155686	4/28/2016	060314 COE, HELEN	REBATE- INSULATION		PUBLIC BEN- WEATHERIZATION REBATE	
					526-8000-8035-2041-0930-010	217.50
					<b>Total :</b>	<b>217.50</b>
155687	4/28/2016	093326 COGGS STUCKEY, HARRIETTE	APRIL 16		COMM SVCS- CONTRACT INSTRUCTOR	
				016031	100-6200-6202-2350-0000-000	154.00
					<b>Total :</b>	<b>154.00</b>
155688	4/28/2016	093545 COLLECTOR SOLUTIONS, INC.	2015807		C/S- ELECTRONIC COLLECTION SVC	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155688	4/28/2016	093545 COLLECTOR SOLUTIONS, INC.	(Continued)	015654	100-6040-6042-2670-0000-000	18,408.85
					<b>Total :</b>	<b>18,408.85</b>
155689	4/28/2016	060216 COLLISION & INJURY DYANMICS	29907,29971,30114		RISK- CLAIM EXPENSE 607-6040-8601-2290-0000-000	24,405.20
					<b>Total :</b>	<b>24,405.20</b>
155690	4/28/2016	060315 COLONY INN	REBATE- ROOM A/C		PUBLIC BEN- ENERGY EFFICIENCY REBATE 526-8000-8037-2041-0930-010	1,000.00
					<b>Total :</b>	<b>1,000.00</b>
155691	4/28/2016	031653 CONFIRE JPA	2016074	015563	FIRE- CONFIRE SERVICES 100-6090-6091-2350-0000-000	33,240.13
					<b>Total :</b>	<b>33,240.13</b>
155692	4/28/2016	094027 CRITERION PICTURES, USA	226426 226430		DVD RENTAL- MADAGASCAR 100-6200-6202-2241-0000-000 DVD RENTAL- EPIC 100-1990-000	300.00 275.00
					<b>Total :</b>	<b>575.00</b>
155693	4/28/2016	059654 DELTA DENTAL INSURANCE COMPANY	BE001601642		DENTAL PREMIUMS 762-2030-000 100-6030-6030-1150-0000-000 762-2030-000	14,319.66 94.42 45.47
					<b>Total :</b>	<b>14,459.55</b>
155694	4/28/2016	000446 DEPT OF CONSERVATION	FY Q3-16		SMIP FEES COLLECTED 762-2220-000 762-2225-000	352.84 -17.64
					<b>Total :</b>	<b>335.20</b>
155695	4/28/2016	093773 DM CONTRACTING, INC.	4344	015888	CDBG- CITYWIDE CONCRETE 215-1501-6920-3890-0000-000 215-2460-000	10,266.25 -513.31
					<b>Total :</b>	<b>9,752.94</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155696	4/28/2016	093981 DRIFTWOOD DAIRY INC.	4669472		COMM SVCS- MILK- SNACK PROGRAM	
				015828	100-6200-6215-2301-0000-000	49.47
					<b>Total :</b>	<b>49.47</b>
155697	4/28/2016	003851 EQUIFAX	9669437		C/S- CREDIT INFORMATION SVC	
				015426	100-6040-6042-2350-0000-000	737.76
					<b>Total :</b>	<b>737.76</b>
155698	4/28/2016	013964 FEDERAL EXPRESS CORPORATION	5-385-52981		ELEC- DELIVERY SERVICE	
				015623	520-8000-8009-2225-0548-000	19.57
					<b>Total :</b>	<b>19.57</b>
155699	4/28/2016	001422 FERGUSON ENTERPRISES INC #1350	3154025		C. CARE- PLUMBING SUPPLIES	
				054171	206-7200-7202-2301-0000-000	161.62
			3156224		C. CARE- PLUMBING SUPPLIES	
				054171	206-7200-7202-2301-0000-000	50.19
					<b>Total :</b>	<b>211.81</b>
155700	4/28/2016	093928 FLYERS ENERGY, LLC	16-240255		FIRE- DIESEL FUEL	
				054201	100-6090-6091-2210-0000-000	673.10
					<b>Total :</b>	<b>673.10</b>
155701	4/28/2016	092134 FOX OCCUPATIONAL MEDICAL CENTE	5100-68176		HR- PRE-EMPLOYMENT PHYSICALS	
				054172	100-6030-6030-2342-0000-000	733.00
				054172	522-8200-8200-2350-0000-000	105.00
				054172	520-8000-8004-1161-0926-000	115.00
				054172	210-6150-6160-2350-0000-000	190.00
				054172	100-6150-6205-2350-0000-000	35.00
					<b>Total :</b>	<b>1,178.00</b>
155702	4/28/2016	000230 GAS COMPANY	009-021-7100-8-0416		BM- GAS SERVICES	
				054174	605-6150-6211-2320-0000-000	61.45
			050-921-8700-3-0416		BM- GAS SERVICES	
				054174	605-6150-6211-2320-0000-000	81.47
			101-521-4300-3-0416		BM- GAS SERVICES	
				054174	605-6150-6211-2320-0000-000	54.32
			116-145-3943-2-0416		BM- GAS SERVICES	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155702	4/28/2016	000230 GAS COMPANY	(Continued)			
				054174	605-6150-6211-2320-0000-000	33.30
			160-221-7000-1-0416		BM- GAS SERVICES	
				054174	605-6150-6211-2320-0000-000	23.30
			187-421-0400-5-0416		BM- GAS SERVICES	
				054174	605-6150-6211-2320-0000-000	36.50
					<b>Total :</b>	<b>290.34</b>
155703	4/28/2016	092051 GE MOBILE WATER, INC	98206738		ELEC- WATER TREATMENT EQUIP.	
				015689	520-8000-8009-2225-0548-000	1,028.01
					<b>Total :</b>	<b>1,028.01</b>
155704	4/28/2016	000157 GENUINE AUTO PARTS	137852		AUTOMOTIVE PARTS	
				054176	608-6150-8700-2210-8700-000	402.61
			146179		ELEC- AUTOMOTIVE PARTS	
				054176	520-8000-8003-2301-0921-000	0.73
					<b>Total :</b>	<b>403.34</b>
155705	4/28/2016	094029 GIFTS GALORE	0020153		COMM SVCS- FILLED EASTER EGGS	
					100-6200-6214-2306-0000-000	1,444.99
					762-2210-000	-107.04
					<b>Total :</b>	<b>1,337.95</b>
155706	4/28/2016	060212 HAHN & BOWERSOCK, INC	488018,488413,488515		RISK- CLAIM EXPENSE	
					607-6040-8601-2290-0000-000	827.40
					<b>Total :</b>	<b>827.40</b>
155707	4/28/2016	025906 HOME DEPOT	0036394		ELEC- HARDWARE SUPPLIES	
				054181	520-8000-8003-2301-0921-000	318.37
			4022768		ELEC- HARDWARE SUPPLIES	
				054181	520-8000-8003-2301-0921-000	153.50
			6313376		ELEC- HARDWARE SUPPLIES	
				054181	520-8000-8003-2301-0921-000	508.09
			8040884		ELEC- HARDWARE SUPPLIES	
				054181	520-8000-8003-2301-0921-000	258.85
			8304865		ELEC- HARDWARE SUPPLIES	
				054181	520-8000-8003-2301-0921-000	-1.98

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155707	4/28/2016	025906 HOME DEPOT	(Continued)			<b>Total : 1,236.83</b>
155708	4/28/2016	025906 HOME DEPOT	4015346	015836	ST- HARDWARE SUPPLIES 210-6150-6160-2301-0000-000	451.65
			4016518	015836	ST- HARDWARE SUPPLIES 210-6150-6160-2301-0000-000	419.52
			4591268	015509	ELEC- HARDWARE SUPPLIES 520-8000-8009-2225-0548-000	75.58
			8254433	015836	ST- HARDWARE SUPPLIES 210-6150-6160-2301-0000-000	16.18
					<b>Total :</b>	<b>962.93</b>
155709	4/28/2016	060214 HUNTLEY-FENNER ADVISORS, INC	1562		RISK- CLAIM EXPENSE 607-6040-8601-2290-0000-000	5,834.68
					<b>Total :</b>	<b>5,834.68</b>
155710	4/28/2016	046663 INFOSEND INC.	103641	015448	C/S- UTILITY BILLING AND MAIL SVC 100-6040-6042-2350-0000-000	6,656.34
					<b>Total :</b>	<b>6,656.34</b>
155711	4/28/2016	027610 INTERNATIONAL COUNCIL OF	1264250		ECON DEV- ICSC DUES (C. ELSHOF) 100-6300-9050-2270-0000-000	50.00
					<b>Total :</b>	<b>50.00</b>
155712	4/28/2016	059253 IRON MOUNTAIN ARCHIVE	MLL6791		DEV SVCS- STORAGE SERVICES 100-6300-9050-2350-0000-000	105.50
					<b>Total :</b>	<b>105.50</b>
155713	4/28/2016	045634 JAMES SMOTHERS	15027	016250	ECON DEV - PROF SVCS- APPRAISALS 100-6300-9050-2350-0000-000	2,500.00
					<b>Total :</b>	<b>2,500.00</b>
155714	4/28/2016	003930 JENSEN PRECAST	SC73036	015622	ELEC- MAINTENANCE MATERIAL 520-8000-8004-2301-0921-000	930.96
					<b>Total :</b>	<b>930.96</b>
155715	4/28/2016	092954 KATZ, OKITSU AND ASSOCIATES	JB24151x30	013615	CIP- BRIDGE WIDENING PROJECT 450-1307-6987-3890-0000-000	24,268.37

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155715	4/28/2016	092954 KATZ, OKITSU AND ASSOCIATES	(Continued)			
				013615	450-1307-6900-3890-0000-000	1,370.88
				013615	450-1307-6971-3890-0000-000	1,773.35
			JB24151x31		CIP- BRIDGE WIDENING PROJECT	
				013615	450-1307-6987-3890-0000-000	9,749.09
				013615	450-1307-6900-3890-0000-000	550.71
				013615	450-1307-6971-3890-0000-000	712.39
					<b>Total :</b>	<b>38,424.79</b>
155716	4/28/2016	046215 KUSTOM IMPRINTS	21736		COMM SVCS- STAFF SHIRTS	
				015662	100-6200-6202-1170-0000-000	328.02
				015662	100-6200-6250-1170-0000-000	36.93
				015662	206-7200-7202-1170-0000-000	47.11
				015662	206-7200-7203-1170-0000-000	65.96
				015662	206-7200-7204-1170-0000-000	4.71
					<b>Total :</b>	<b>482.73</b>
155717	4/28/2016	039644 L N CURTIS & SONS	1389758-01		FIRE- SAFETY SUPPLIES	
				015436	100-6090-6091-2301-0000-000	179.12
					<b>Total :</b>	<b>179.12</b>
155718	4/28/2016	093969 LEIDOS ENGINEERING, LLC	INV- 0003848211		ELEC- PROF ENGINEERING SVCS	
				015954	520-8000-8003-2350-0923-000	2,005.00
			INV- 0003872702		ELEC- PROF ENGINEERING SVCS	
				015954	520-8000-8003-2350-0923-000	2,020.50
			INV-0003823020		ELEC- PROF ENGINEERING SVCS	
				015954	520-8000-8003-2350-0923-000	1,927.50
					<b>Total :</b>	<b>5,953.00</b>
155719	4/28/2016	093951 LIBERTY PAPER	283919		INV- COPY PAPER	
				016273	100-1500-000	1,280.00
					100-1500-000	102.40
					<b>Total :</b>	<b>1,382.40</b>
155720	4/28/2016	093873 LOMA LINDA UNIVERSITY	04/11/16		PD- CHILD ABUSE EXAMS	
				015555	100-6070-6071-2350-0000-000	900.00
					<b>Total :</b>	<b>900.00</b>

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155721	4/28/2016	093703 MAILFINANCE INC.	N5862992		C. CLERK- LEASE ON FOLDING MACHINE	
				015884	100-6010-6010-2420-0000-000	449.78
					100-6010-6010-2420-0000-000	28.09
			N5889532		C. CLERK- LEASE ON MAILING SYSTEM	
				015884	100-6010-6010-2420-0000-000	318.88
					100-6010-6010-2420-0000-000	18.73
					<b>Total :</b>	<b>815.48</b>
155722	4/28/2016	092449 MANNING & KASS, ELLROD, RAMIREZ, TRESTI	439357,443869,452021		RISK- CLAIM EXPENSE	
					607-6040-8601-2290-0000-000	125.00
			443870,449425,452022		RISK- CLAIM EXPENSES	
					607-6040-8601-2290-0000-000	10,926.61
					<b>Total :</b>	<b>11,051.61</b>
155723	4/28/2016	092811 MARX BROS. FIRE EXTINGUISHER	H040928		ELEC- INSPECTION AND MAINTENANCE	
				016185	520-8000-8009-2225-0548-000	350.00
					<b>Total :</b>	<b>350.00</b>
155724	4/28/2016	060044 MASSA, JOHN	REBATE- A/C TUNE UP		PUBLIC BEN- A/C TUNE UP PROGRAM	
					526-8000-8035-2041-0930-010	60.00
					<b>Total :</b>	<b>60.00</b>
155725	4/28/2016	060215 MCCUNE & HARBER, LLP	77153, 77597		RISK- CLAIM EXPENSE	
					607-6040-8601-2290-0000-000	34,411.95
					<b>Total :</b>	<b>34,411.95</b>
155726	4/28/2016	041081 MISSION LINEN SUPPLY & UNIFORM	502218828		PD- TOWEL CLEANING SERVICE	
				054197	100-6070-6071-2350-0000-000	148.04
			502265596		PD- TOWEL CLEANING SERVICE	
				054197	100-6070-6071-2350-0000-000	155.06
					<b>Total :</b>	<b>303.10</b>
155727	4/28/2016	060246 NORMAN SCHALL & ASSOCIATES	183173 & 183137		CLAIM EXPENSES	
					607-6040-8601-2290-0000-000	708.15
					<b>Total :</b>	<b>708.15</b>
155728	4/28/2016	045033 OFFICE DEPOT	820902078001		INV- OFFICE SUPPLIES	
				016125	100-1500-000	1,180.39

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155728	4/28/2016	045033 OFFICE DEPOT	(Continued)			
			820902318001		100-1500-000 INV- OFFICE SUPPLIES	94.43
				016125	100-1500-000	224.34
					100-1500-000	17.95
					<b>Total :</b>	<b>1,517.11</b>
155729	4/28/2016	045033 OFFICE DEPOT	832775252001		COMM SVCS- OFFICE SUPPLIES	
				054199	100-6200-6250-2302-0000-000	124.79
					100-6200-6250-2302-0000-000	9.98
			833360266001		PD- OFFICE SUPPLIES	
				054199	100-6070-6071-2300-0000-000	210.10
			833360662001		PD- OFFICE SUPPLIES	
				054199	100-6070-6071-2300-0000-000	27.96
			833395085001		FIRE- OFFICE SUPPLIES	
				054199	100-6090-6092-2300-0000-000	77.52
					100-6090-6092-2300-0000-000	6.20
			833397374001		FIRE- OFFICE SUPPLIES	
				054199	100-6090-6092-2300-0000-000	114.95
					100-6090-6092-2300-0000-000	9.20
			834843930001		CM- OFFICE SUPPLIES	
				054199	100-6020-6020-2301-0000-000	58.22
					100-6020-6020-2301-0000-000	3.76
			834967148001		COMM SVCS- OFFICE SUPPLIES	
				054199	100-6200-6202-2301-0000-000	56.44
					100-6200-6202-2301-0000-000	4.52
			834967256001		COMM SVCS- OFFICE SUPPLIES	
				054199	100-6200-6202-2301-0000-000	53.79
					100-6200-6202-2301-0000-000	4.30
			834979838001		COMM SVCS- OFFICE SUPPLIES	
				054199	100-6200-6202-2301-0000-000	18.78
					100-6200-6202-2301-0000-000	1.50
			834979856001		COMM SVCS- OFFICE SUPPLIES	
				054199	100-6200-6202-2301-0000-000	31.27
					100-6200-6202-2301-0000-000	2.50
			835214040001		C. CLERK- OFFICE SUPPLIES	
				054199	100-6010-6010-2300-0000-000	221.08

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155729	4/28/2016	045033 OFFICE DEPOT	(Continued) 835231745001			
				054199	FIN- OFFICE SUPPLIES 100-6040-6041-2300-0000-000	54.50
					100-6040-6041-2300-0000-000	4.36
					<b>Total :</b>	<b>1,095.72</b>
155730	4/28/2016	045075 ORIGINAL MOWBRAY'S TREE	16952		ELEC- TREE TRIMMING SERVICES	
			16953	016234	100-6150-6160-2350-0000-000	3,528.00
				012560	ELEC- TREE TRIMMING 520-8000-8004-2350-0923-000	18,648.00
					<b>Total :</b>	<b>22,176.00</b>
155731	4/28/2016	060310 OSIAS, CANDIDA	1071556.015		REFUND CLEANING DEPOSIT 100-6747-000	100.00
					<b>Total :</b>	<b>100.00</b>
155732	4/28/2016	094011 P.F. SERVICES INC.	12273		FIRE- FUEL TANK UPGRADES	
				016312	100-6090-6091-2240-0000-000	575.00
					<b>Total :</b>	<b>575.00</b>
155733	4/28/2016	060317 PARK AVENUE DEPOSITION SVC	62887		RISK- CLAIM EXPENSES 607-6040-8601-2290-0000-000	1,026.75
					<b>Total :</b>	<b>1,026.75</b>
155734	4/28/2016	058494 PARRA, BRANDON	04/15/16		COMM SVCS- REIMBURSE FOR SUPPLIES 100-6200-6204-2301-0000-000	147.90
					<b>Total :</b>	<b>147.90</b>
155735	4/28/2016	093995 PLACEWORKS, INC.	58305		DEV SVCS- ENVIRO SERVICES	
			58860	054230	762-2338-000	299.02
				054230	DEV SVCS- ENVIRO SERVICES 762-2338-000	2,933.75
					<b>Total :</b>	<b>3,232.77</b>
155736	4/28/2016	093060 PROTECTION ONE ALARM MONITORIN	108725711		PD- ELECTRONIC SECURITY SYSTEM 100-6070-6071-2350-0000-000	363.62
				015559		363.62
					<b>Total :</b>	<b>363.62</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155737	4/28/2016	014316 PRUDENTIAL OVERALL SUPPLY	22233279		EELC- UNIFORM RENTAL SERVICES	
			22234688	054229	520-8000-8009-2225-0548-000	84.55
				054229	ELEC- UNIFORM RENTAL SERVICES	
				054229	520-8000-8004-1170-0926-000	228.05
			22234689	054229	520-8000-8002-2301-0921-000	25.30
				054229	ELEC- UNIFORM RENTAL SERVICES	
				054229	520-8000-8003-1170-0926-000	106.70
					<b>Total :</b>	<b>444.60</b>
155738	4/28/2016	016168 RAINBOW BOLT & SUPPLY	N280205-IN		ELEC- HARDWARE SUPPLIES	
				015496	520-8000-8009-2225-0548-000	43.20
					<b>Total :</b>	<b>43.20</b>
155739	4/28/2016	060316 RAMIREZ-MARTINEZ, MARISOL	REBATE- DISHWASHER		ENERGY EFFICIENCY REBATE	
					526-8000-8035-2041-0930-010	150.00
					<b>Total :</b>	<b>150.00</b>
155740	4/28/2016	027892 RDO EQUIPMENT COMPANY	P06546		ST- EQUIPMENT LEASE	
			P12383	054203	210-6150-6160-2301-0000-000	39.04
			P13520	054203	ST- EQUIPMENT LEASE	
				054203	210-6150-6160-2210-0000-000	279.22
				054203	ST- EQUIPMENT LEASE	
				054203	210-6150-6160-2301-0000-000	568.13
					<b>Total :</b>	<b>886.39</b>
155741	4/28/2016	094028 REACH MEDIA NETWORK	40901		MARKETING/SIGNAGE	
					100-6200-6214-2354-0000-000	999.00
					762-2210-000	-47.99
					<b>Total :</b>	<b>951.01</b>
155742	4/28/2016	018335 SAN BERNARDINO ASSOCIATED GOVT	884-C11001-221777-10		CIP-LAUREL ST. GRADE SEPARATION F	
				013885	451-1103-6990-3890-0000-000	195,265.05
					<b>Total :</b>	<b>195,265.05</b>
155743	4/28/2016	003272 SAN BERNARDINO COUNTY	MARCH 16		PD- COUNTY FORMS/ SUPPLIES	
				015544	100-6070-6071-2300-0000-000	576.96
					<b>Total :</b>	<b>576.96</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155744	4/28/2016	003799 SAN BERNARDINO COUNTY	19229- 1		PD- RADIO ACCESS SERVICE	
				015533	100-6070-6071-2310-0000-000	9,533.00
			19229- 2		PD- RADIO MAINTENANCE	
				015532	100-6070-6071-2240-0000-000	1,463.39
			19229- 5		PD- DISPATCH CONSOLE MAINT.	
				015551	100-6070-6071-2240-0000-000	951.06
			19229- 6		PD- COUNTY WAN CONNECTION	
				015554	100-6070-6071-2310-0000-000	324.00
					<b>Total :</b>	<b>12,271.45</b>
155745	4/28/2016	015748 SAN BERNARDINO COUNTY	15497		PD- SHERIFF'S AUTO SYSTEM	
				015553	100-6070-6071-2350-0000-000	2,210.78
			19229- 3 & 4		PD- SHERIFF'S AUTO SYSTEM	
				015553	100-6070-6071-2350-0000-000	428.29
					<b>Total :</b>	<b>2,639.07</b>
155746	4/28/2016	059708 SAN BERNARDINO COUNTY, DISTRICT ATTOF AF# 215119			ASSET FORFEITURE DISTRIBUTION	
					762-2300-000	1,527.54
					<b>Total :</b>	<b>1,527.54</b>
155747	4/28/2016	059708 SAN BERNARDINO COUNTY, DISTRICT ATTOF AF# 215119			ASSET FORFEITURE DISTRIBUTION	
					762-2300-000	59.00
					<b>Total :</b>	<b>59.00</b>
155748	4/28/2016	000224 SMART AND FINAL IRIS CO	129221		COMM SVCS- SUPPLIES- REC CENTER	
				054208	100-6200-6215-2301-0000-000	32.40
				054208	100-6200-6212-2301-0000-000	18.55
			131731		COMM SVCS- SUPPLIES- REC CENTER	
				054208	100-6200-6214-2301-0000-000	31.45
					<b>Total :</b>	<b>82.40</b>
155749	4/28/2016	092670 SO CAL LOCKSMITH	30890		ELEC- LOCK PARTS AND SERVICES	
				054209	520-8000-8002-2301-0921-000	11.34
					<b>Total :</b>	<b>11.34</b>
155750	4/28/2016	001473 SOUTHERN CALIFORNIA EDISON	7500606963		COVERING BILL OF SALE JOINT POLES	
					520-8000-8002-2255-0592-100	1,926.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155750	4/28/2016	001473 SOUTHERN CALIFORNIA EDISON	(Continued) 7500649401		ELEC- BILL OF SALE 520-8000-8002-2255-0592-100	2,240.00
<b>Total :</b>						<b>4,166.00</b>
155751	4/28/2016	003763 SOUTHERN CALIFORNIA EDISON	7500653008		ELEC- DISTRIBUTION ACCESS TARIFF 520-8000-8006-2330-0555-700	21,848.24
<b>Total :</b>						<b>21,848.24</b>
155752	4/28/2016	003181 SOUTHERN CALIFORNIA GAS CO	099-236-3108-0-0416		ELEC- NATURAL GAS TRANSMISSION 520-8000-8009-2321-0547-000	2,881.21
<b>Total :</b>						<b>2,881.21</b>
155753	4/28/2016	045534 SOUTHERN CALIFORNIA POOL GUYS	A194214	015903	COMM SVCS- SWIMMING POOL MAINT 100-6200-6203-2350-0000-000	499.95
			A194215	015903	COMM SVCS- SWIMMING POOL MAINT 100-6200-6203-2350-0000-000	599.90
<b>Total :</b>						<b>1,099.85</b>
155754	4/28/2016	000234 SQUIRES LUMBER COMPANY	307353	015835	ST- MAINTENANCE MATERIAL 210-6150-6160-2301-0000-000	6.44
			307381	015835	ST- MAINTENANCE MATERIAL 210-6150-6160-2301-0000-000	6.89
			307382	015835	ST- MAINTENANCE MATERIAL 210-6150-6160-2301-0000-000	19.97
			307401	015835	ST- MAINTENANCE MATERIAL 210-6150-6160-2301-0000-000	140.29
<b>Total :</b>						<b>173.59</b>
155755	4/28/2016	000234 SQUIRES LUMBER COMPANY	307390	054212	PARKS - MAINTENANCE MATERIAL 100-6150-6205-2301-0000-000	4.30
			307417	054212	PARKS- MAINTENANCE MATERIAL 100-6150-6205-2301-0000-000	39.78
			307474	054212	PARKS- MAINTENANCE MATERIAL 100-6150-6205-2301-0000-000	34.29
			307497	054212	PARKS- MAINTENANCE MATERIAL 100-6150-6205-2301-0000-000	14.02

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155755	4/28/2016	000234 SQUIRES LUMBER COMPANY	(Continued) 307576	054212	PARKS- MAINTENANCE MATERIAL 100-6150-6205-2301-0000-000	17.80
			307796	054212	PARKS- MAINTENANCE MATERIAL 100-6150-6205-2301-0000-000	1.92
			307797	054212	PARKS- MAINTENANCE MATERIAL 100-6150-6205-2301-0000-000	1.71
			307811	054212	PARKS- MAINTENANCE MATERIAL 100-6150-6205-2301-0000-000	22.64
			307827	054212	PARKS- MAINTENANCE MATERIAL 100-6150-6205-2301-0000-000	104.93
<b>Total :</b>						<b>241.39</b>
155756	4/28/2016	002327 STATE OF CALIF / JUSTICE DEPT	156672	015550	PD- FINGERPRINTING SERVICE 100-6070-6071-2350-0000-000	32.00
<b>Total :</b>						<b>32.00</b>
155757	4/28/2016	003079 STATE OF CALIF / JUSTICE DEPT	158108	054213	C. CARE- FINGERPRINT SERVICES 206-7200-7202-2350-0000-000	72.00
<b>Total :</b>						<b>72.00</b>
155758	4/28/2016	005151 STATE OF CALIFORNIA	SL160638	015593	ELEC- STREETLIGHTING COSTS 520-8000-8001-2320-0930-200	9,724.38
<b>Total :</b>						<b>9,724.38</b>
155759	4/28/2016	059709 STATE TREASURER, SBC AUDITOR/CONTROL AF# 215119			ASSET FORFEITURE DISTRIBUTION 762-2300-000	3,666.11
<b>Total :</b>						<b>3,666.11</b>
155760	4/28/2016	093833 SWISHER HYGIENE FRANCHISE CORP	6H02911850	016134	COMM SVCS- RESTROOM MAINT. 100-6200-6217-2350-0000-000	95.00
<b>Total :</b>						<b>95.00</b>
155761	4/28/2016	092998 TECHNOFIT FITNESS EQUIPMENT	34321	015545	PD- MAINT. TO GYM EQUIP. 100-6070-6071-2350-0000-000	229.50
<b>Total :</b>						<b>229.50</b>
155762	4/28/2016	059602 THE STANDARD INSURANCE COMPANY	MAY 16		VSP PLAN INSURANCE PREMIUMS	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155762	4/28/2016	059602 THE STANDARD INSURANCE COMPANY	(Continued)		762-2015-000 100-6030-6030-1150-0000-000	1,689.24 13.92 <b>Total : 1,703.16</b>
155763	4/28/2016	059603 THE STANDARD INSURANCE COMPANY	MAY 16		LIFE & AD&D PREMIUMS 100-6030-6030-2440-0000-000 762-2205-000	11,023.89 802.32 <b>Total : 11,826.21</b>
155764	4/28/2016	093778 THIRD ALARM FIRE EQUIPMENT CO.	2250	015517	FIRE- SAFETY SUPPLIES 100-6090-6091-2301-0000-000	720.46 <b>Total : 720.46</b>
155765	4/28/2016	059967 TRUJILLO, ROBERT	REBATE- MULCH		W- MULCH REBATE 521-8100-8110-2041-0000-000	46.55 <b>Total : 46.55</b>
155766	4/28/2016	092083 ULTRA PRINTING	12195	054217	ELEC- BUSINESS CARDS 520-8000-8005-2300-0930-200	33.48 <b>Total : 33.48</b>
155767	4/28/2016	003123 UNITED PARCEL SERVICE	0000A4V827156	054218	ELEC- SHIPPING SERVICES 520-8000-8004-1180-0926-000	15.48 <b>Total : 15.48</b>
155768	4/28/2016	060309 URENA, JOE	REBATE- TURF		WATER CONSERVATION REBATE 521-8100-8110-2041-0000-000	800.00 <b>Total : 800.00</b>
155769	4/28/2016	021965 VALLEY ANIMAL HOSPITAL, INC	326473	015548	PD- VETERINARY SERVICES 100-6070-6071-2350-0000-000	30.00 <b>Total : 30.00</b>
155770	4/28/2016	093361 VEOLIA ENVIRONMENTAL SERVICES	EW1083675	016320	ELEC- DISPOSAL-SURPLUS 520-8000-8004-2301-0921-000	1,293.29 <b>Total : 1,293.29</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155771	4/28/2016	060311 VERITEXT CORP	CA2472499, CA2481676		RISK- CLAIM EXPENSE 607-6040-8601-2290-0000-000	1,285.12 <b>Total : 1,285.12</b>
155772	4/28/2016	093406 VERIZON WIRELESS	9762354821 9763673276	054219 054219	DEV SVCS- CELLULAR SERVICES 100-6300-6302-2310-0000-000 I.S.- CELLULAR SERVICES 606-6040-6044-2310-0000-000	636.13 38.01 <b>Total : 674.14</b>
155773	4/28/2016	060312 VWM ANALYTICS, LLC	56351		RISK- CLAIM EXPENSE 607-6040-8601-2290-0000-000	2,500.00 <b>Total : 2,500.00</b>
155774	4/28/2016	000159 W W GRAINGER, INC	9074211955	016305 016305	INV- HARDWARE SUPPLIES 100-1500-000 100-1500-000 100-1500-000	321.74 27.71 24.84 <b>Total : 374.29</b>
155775	4/28/2016	000159 W W GRAINGER, INC	9075783291 9076334193	054221 054221	PURCH- MAINTENANCE SUPPLIES 100-6040-6043-2301-0000-000 PURCH- MAINTENANCE SUPPLIES 100-6040-6043-2301-0000-000	16.06 16.06 <b>Total : 32.12</b>
155776	4/28/2016	000188 WAXIE	75915903	016288	INV- JANITORIAL SUPPLIES 100-1500-000 100-1500-000	28.00 2.24 <b>Total : 30.24</b>
155777	4/28/2016	000750 WESCO DISTRIBUTION INC	710177 718986	016236 016236	ELEC INV- HARDWARE SUPPLIES 520-1500-154 520-1500-154 ELEC INV- HARDWARE SUPPLIES 520-1500-154 520-1500-154	30.92 2.47 165.60 13.25

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155777	4/28/2016	000750 WESCO DISTRIBUTION INC	(Continued) 721885		ELEC INV- HARDWARE SUPPLIES	
				016236	520-1500-154	252.00
					520-1500-154	20.16
			733655		ELEC INV- HARDWARE SUPPLIES	
				016236	520-1500-154	247.36
					520-1500-154	19.79
			736585		ELEC INV- HARDWARE SUPPLIES	
				016236	520-1500-154	92.76
					520-1500-154	7.42
					<b>Total :</b>	<b>851.73</b>
155778	4/28/2016	003646 WILLDAN FINANCIAL SERVICES	010-30736		CFD- ADMIN CONSULTING SERVICE	
				015750	703-7500-7501-2380-0000-000	886.90
				015750	744-7500-7507-2380-0000-000	774.08
				015750	745-7500-7508-2380-0000-000	876.83
				015750	781-7400-7403-2380-0000-000	631.04
					<b>Total :</b>	<b>3,168.85</b>
155779	4/28/2016	003646 WILLDAN FINANCIAL SERVICES	010-30810		W- ARBITRAGE REBATE SERVICE	
					521-8100-8101-2350-0000-000	1,250.00
			010-30811		WW- ARBITRAGE REBATE SERVICE	
					522-8200-8200-2350-0000-000	1,250.00
					<b>Total :</b>	<b>2,500.00</b>
155780	4/28/2016	093330 WINZER CORPORATION	5564038		INV- JANITORIAL SUPPLIES	
				016297	100-1500-000	247.67
					100-1500-000	18.59
					<b>Total :</b>	<b>266.26</b>
155781	4/28/2016	045690 WIRZ & COMPANY PRINTING	86080		ELEC- UTILITY TIER SHEETS	
				015856	520-8000-8005-2341-0930-200	124.20
			86260		ELEC- UTILITY FOLDERS	
				015856	520-8000-8005-2341-0930-200	745.20
					<b>Total :</b>	<b>869.40</b>
155782	4/28/2016	002761 XEROX CORPORATION	084066936		C. CLERK- LEASE ON COPIER	

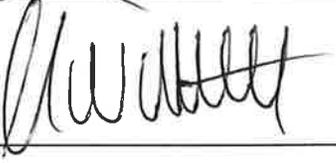
Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155782	4/28/2016	002761 XEROX CORPORATION	(Continued)	015883	100-6010-6010-2420-0000-000 100-6010-6010-2420-0000-000	802.94 64.23 <b>Total : 867.17</b>
155783	4/28/2016	059605 ZAMORA JORRIN, SUMMER	EXC MED 15/16		COUNCIL- MEDICAL EXP REIMBURSEMENT 100-6000-6000-1100-0000-000	141.00 <b>Total : 141.00</b>
1770000	4/25/2016	042999 SO CALIF PUBLIC POWER AUTH, U S BANK A NGRP 0416			ELEC- COSTS & GAS SALES 520-8000-8006-2330-0555-400	48,192.00 <b>Total : 48,192.00</b>
2054000	4/21/2016	000904 CITY OF BURBANK	117717		ELEC- BILLING FOR MAGNOLIA POWER 520-8000-8006-2330-0555-700	29,200.00 <b>Total : 29,200.00</b>
2112000	4/20/2016	092133 IBERDROLA RENEWABLES, ENERGY SERVIC 32072-CLTN			ELEC- WIND ENERGY DELIVERED 520-8000-8006-2330-0555-510	11,225.61 <b>Total : 11,225.61</b>
2539400	4/20/2016	042999 SO CALIF PUBLIC POWER AUTH, U S BANK A NGPP 0416			ELEC- MONTHLY COSTS & GAS SALES 520-8000-8006-2330-0555-400	24,649.20 <b>Total : 24,649.20</b>
5287500	4/26/2016	035929 BANK OF AMERICA	FEDERAL 04/25/16		FEDERAL TAXES 762-2200-000	1,055.23 <b>Total : 1,055.23</b>
5290400	4/26/2016	035929 BANK OF AMERICA	STATE 04/25/16		STATE TAXES 762-2010-000	74.05 <b>Total : 74.05</b>
12452100	4/25/2016	042999 SO CALIF PUBLIC POWER AUTH, U S BANK A NGRP BARNETT 0416			ELEC- COSTS & GAS SALES- BARNETT 520-8000-8006-2330-0555-400	90,938.00 <b>Total : 90,938.00</b>
12455000	4/25/2016	009994 SHELL ENERGY NORTH AMERICA	03.2016 T+3		ELEC- FIRM POWER, TRANSMISSION FEES	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
12455000	4/25/2016	009994 SHELL ENERGY NORTH AMERICA	(Continued)		520-8000-8009-2321-0547-000 520-8000-8006-2330-5550-000 520-8000-8006-2330-0555-600 520-8000-8006-2330-0555-800	3,970.33 17,200.00 88,358.45 39,623.16 <b>Total : 149,151.94</b>
24000000	4/21/2016	003833 SO CALIF PUBLIC POWER AUTH, %US BANK / MA 0416			ELEC- TRANSMISSION COSTS 520-8000-8006-2330-0555-700	53,211.00 <b>Total : 53,211.00</b>
25000000	4/21/2016	003111 SO CALIF PUBLIC POWER AUTH	MAG 0416		ELEC- POWER COSTS 520-8000-8006-2330-0555-900	180,990.00 <b>Total : 180,990.00</b>
25772321	4/26/2016	047215 STATE BRD OF EQUALIZATION	01/01/16-03/31/16		SALES TAX RETURN 762-2210-000	1,283.00 <b>Total : 1,283.00</b>
26000000	4/21/2016	003834 SO CALIF PUBLIC POWER AUTH	MP 0416		ELEC- TRANSMISSION COSTS 520-8000-8006-2330-0555-700	6,806.00 <b>Total : 6,806.00</b>
<b>140 Vouchers for bank code : boa</b>						<b>Bank total : 1,240,034.49</b>
<b>140 Vouchers in this report</b>						<b>Total vouchers : 1,240,034.49</b>

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

  
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Aurelio De La Torre  
City Treasurer

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155784	5/5/2016	000788 AT & T	2654609583	015670	ELEC- FRAME CIRCUIT CHARGES 520-8000-8009-2225-0548-000	445.44 <b>Total : 445.44</b>
155785	5/5/2016	048088 AETNA, INC	MAY 16		HEALTH PREMIUMS 762-2020-000 100-6030-6030-1150-0000-000	104,631.94 58,578.57 <b>Total : 163,210.51</b>
155786	5/5/2016	cbc0671 AGUIRRE, ARMINA	00580620		CLOSING BILL CREDIT 520-2450-232	29.28 <b>Total : 29.28</b>
155787	5/5/2016	000289 AIRGAS USA, LLC	9048577558	016345	PURCH- PROPANE FOR FORKLIFT 100-6040-6043-2301-0000-000 100-6040-6043-2301-0000-000	79.06 6.52 <b>Total : 85.58</b>
155788	5/5/2016	058945 ALBA, CARLOS	REBATE- WASHER		WATER CONSERVATION REBATE 521-8100-8110-2041-0000-000	75.00 <b>Total : 75.00</b>
155789	5/5/2016	047771 AMERICAN PLANNING ASSOCIATION	095105-1643		DEV SVCS- MEMBERSHIP DUES 100-1990-000	555.00 <b>Total : 555.00</b>
155790	5/5/2016	cbc0653 ANDERSON, ADRIAN	00842200		CLOSING BILL CREDIT 520-2450-232	107.19 <b>Total : 107.19</b>
155791	5/5/2016	044956 ANGELICA HEALTHCARE SERVICES	1400536139	015432	FIRE- LINEN SERVICE 100-6090-6091-2301-0000-000	38.82
			1400536881	015432	FIRE- LINEN SUPPLIES 100-6090-6091-2301-0000-000	38.82
			1400537619	015432	FIRE- LINEN SUPPLIES 100-6090-6091-2301-0000-000	38.82

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155791	5/5/2016	044956 ANGELICA HEALTHCARE SERVICES	(Continued) 1400538357	015432	FIRE- LINEN SUPPLIES 100-6090-6091-2301-0000-000	38.82
<b>Total :</b>						<b>155.28</b>
155792	5/5/2016	046028 AT & T	2710107-0416	054153	I.S.- TELEPHONE SERVICES 606-6040-6044-2310-0000-000	88.94
			3410640-0416	054153	I.S.- TELEPHONE SERVICES 606-6040-6044-2310-0000-000	376.13
			3701428-0416	054153	LIB- TELEPHONE SERVICES 100-6200-6250-2310-0000-000	94.80
			3703596-0416	054153	PD- TELEPHONE SERVICES 100-6070-6071-2310-0000-000	18.16
			4221867-0416	054153	LIB- TELEPHONE SERVICES 100-6200-6250-2310-0000-000	18.14
			4512619-0416	054153	I.S.- TELEPHONE SERVICES 606-6040-6044-2310-0000-000	69.18
			5141132-0416	054153	PD- TELEPHONE SERVICES 100-6070-6071-2310-0000-000	328.75
			7831333-0416	054153	I.S.- TELEPHONE SERVICES 606-6040-6044-2310-0000-000	118.14
			7832544-0416	054153	I.S.- TELEPHONE SERVICES 606-6040-6044-2310-0000-000	101.25
			7833573-0416	054153	LIB- TELEPHONE SERVICES 100-6200-6250-2310-0000-000	18.14
			8243247-0416	054153	PD- TELEPHONE SERVICES 100-6070-6071-2310-0000-000	67.00
			8798315- 0416	054153	LIB- TELEPHONE SERVICES 100-6200-6250-2310-0000-000	18.14
<b>Total :</b>						<b>1,316.77</b>
155793	5/5/2016	092211 AT & T SOLUTIONS	6573471306	015612	ELEC- SERVICE FOR WAN MODEMS 520-8000-8009-2225-0548-000	199.32
			6587471300	015612	ELEC- SERVICE FOR WAN MODEMS 520-8000-8001-2310-0930-200	148.00
<b>Total :</b>						<b>347.32</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155794	5/5/2016	000205 AT&T	2710100-0416		PD- TELEPHONE SERVICES	
				054152	100-6070-6071-2310-0000-000	33.29
			2710101-0416		PD- TELEPHONE SERVICES	
				054152	100-6070-6071-2310-0000-000	33.29
					<b>Total :</b>	<b>66.58</b>
155795	5/5/2016	cbc0669 BARRAJAS, JESUS	00791105		CLOSING BILL CREDIT	
					520-2450-232	313.47
					<b>Total :</b>	<b>313.47</b>
155796	5/5/2016	060323 BECERRA, ARMANDO	REBATE- TURF		WATER CONSERVATION REBATE	
					521-8100-8110-2041-0000-000	800.00
					<b>Total :</b>	<b>800.00</b>
155797	5/5/2016	cbc0659 BLACKWELL, SIMONE	00170045		CLOSING BILL CREDIT	
					520-2450-232	102.69
					<b>Total :</b>	<b>102.69</b>
155798	5/5/2016	092968 BLAIS & ASSOCIATES	03-2016-CL2		WW- APPLICATION PROCESSING	
				016348	522-8200-8200-2350-0000-000	279.53
					<b>Total :</b>	<b>279.53</b>
155799	5/5/2016	cbc0658 CAL SCREENS	01971470		CLOSING BILL CREDIT	
					520-2450-232	283.10
					<b>Total :</b>	<b>283.10</b>
155800	5/5/2016	060100 CASTANEDA, JAVIER	REBATE- TURF		WATER CONSERVATION REBATE	
					521-8100-8110-2041-0000-000	357.00
					<b>Total :</b>	<b>357.00</b>
155801	5/5/2016	092703 CASTLE ANALYTICAL LABORATORY	604102		ELEC- TESTING- PCB TRANSFORMER	
				015605	520-8000-8004-2301-0921-000	15.00
					<b>Total :</b>	<b>15.00</b>
155802	5/5/2016	049181 CITY NEWS GROUP	23277		C. CLERK- LEGAL PUBLICATION	
					100-6010-6010-2340-0000-000	51.80
			23387		C. CLERK- LEGAL PUBLICATION	
					100-6010-6010-2340-0000-000	55.04

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155802	5/5/2016	049181 CITY NEWS GROUP	(Continued) 23388		C. CLERK- LEGAL PUBLICATION 100-6010-6010-2340-0000-000	42.09
			23389		C. CLERK- LEGAL PUBLICATION 100-6010-6010-2340-0000-000	51.80
			23390		C. CLERK- LEGAL PUBLICATION 100-6010-6010-2340-0000-000	61.51
<b>Total :</b>						<b>262.24</b>
155803	5/5/2016	044828 COLTON FIREFIGHTERS ASSOC	1768		FIRE- SHIFT CALENDARS 100-6090-6091-2301-0000-000	120.27
<b>Total :</b>						<b>120.27</b>
155804	5/5/2016	000491 COLTON TRUCK SUPPLY	5260480053	054161	AUTOMOTIVE PARTS & SUPPLIES 608-6150-8700-2210-8200-000	15.03
			5260530023	054161	AUTOMOTIVE PARTS & SUPPLIES 608-6150-8700-2210-8101-000	52.02
			5260960020	054161	AUTOMOTIVE PARTS & SUPPLIES 608-6150-8700-2210-6205-000	40.16
			5261110036	054161	AUTOMOTIVE PARTS & SUPPLIES 608-6150-8700-2210-8000-000	9.80
			5261110037	054161	AUTOMOTIVE PARTS & SUPPLIES 608-6150-8700-2210-8000-000	64.78
<b>Total :</b>						<b>181.79</b>
155805	5/5/2016	000136 CONSOLIDATED ELECT DIST	6903-752696	016295	ELEC INV- HARDWARE SUPPLIES 520-1500-154	1,043.10
					520-1500-154	83.45
<b>Total :</b>						<b>1,126.55</b>
155806	5/5/2016	000136 CONSOLIDATED ELECT DIST	6903-752268	016280	ELEC INV- ELECTRICAL SUPPLIES 520-1500-154	285.00
					520-1500-154	22.80
<b>Total :</b>						<b>307.80</b>
155807	5/5/2016	058935 COSIPA	06/23/16		HR- COSIPA MEETING 100-6030-6030-1160-0000-000	100.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155807	5/5/2016	058935 058935 COSIPA			(Continued)	<b>Total : 100.00</b>
155808	5/5/2016	003952 DAILY JOURNAL CORP	B2848231		W- LEGAL PUBLICATION 521-8300-8300-2340-0000-000	646.80
			B2852488		PW- LEGAL PUBLICATION 523-6150-6163-2340-0000-000	134.20
			B2859345		PW- LEGAL PUBLICATION 450-1511-6970-3890-0000-000	121.00
					<b>Total :</b>	<b>902.00</b>
155809	5/5/2016	001897 DAN'S LAWNMOWER	100064		ST- LAWN & GARDEN SUPPLIES 210-6150-6160-2301-0000-000	9.03
			95510	054165	ST- LAWN & GARDEN SUPPLIES 210-6150-6160-2301-0000-000	292.47
			99411	054165	ST- LAWN & GARDEN SUPPLIES 210-6150-6160-2301-0000-000	16.20
					<b>Total :</b>	<b>317.70</b>
155810	5/5/2016	043438 DELL COMPUTER CORPORATION	XJW9T4N16		LIB- TONER 211-6200-7101-2300-0000-000	157.08
				054166		<b>Total : 157.08</b>
155811	5/5/2016	059654 DELTA DENTAL INSURANCE COMPANY	BE001603540		DENTAL PREMIUMS 762-2030-000	2,783.37
					<b>Total :</b>	<b>2,783.37</b>
155812	5/5/2016	093850 DEPT OF FORESTRY & FIRE PROTEC	133464		FIRE- WILDLAND FIRE PROTECTION 100-6090-6091-2350-0000-000	25,963.25
				016341		<b>Total : 25,963.25</b>
155813	5/5/2016	003851 EQUIFAX	9664875		HR- BACKGROUND CHECKS 100-6030-6030-2342-0000-000	35.44
					<b>Total :</b>	<b>35.44</b>
155814	5/5/2016	048123 EVANS, CHERYL	04/28/16		PER DIEM (DISPATCHER/WELLNESS) 100-6070-6071-1160-0000-000	13.00
					<b>Total :</b>	<b>13.00</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155815	5/5/2016	044801 EVERBANK COMMERCIAL FINANCE IN	3706667		C/S- MAINT ON COPIER	
				015587	100-6040-6042-2420-0000-000	317.30
					<b>Total :</b>	<b>317.30</b>
155816	5/5/2016	092344 EZ LANDSCAPE/SUNNY DAY LANDSCA	1650		LLMD- LANDSCAPE LIGHTING MAINT.	
			1651	015770	722-6150-8215-2350-0000-000	9,000.00
				015770	LLMD- LANDSCAPE LIGHTING MAINT.	
				015770	701-6150-6220-2350-0000-000	3,583.34
				015770	702-6150-6210-2350-0000-000	7,916.66
					<b>Total :</b>	<b>20,500.00</b>
155817	5/5/2016	013964 FEDERAL EXPRESS CORPORATION	6-605-26888		ELEC- DELIVERY SERVICE	
			6-605-91670	015623	520-8000-8001-2300-0921-000	34.84
				015623	ELEC- DELIVERY SERVICE	
					520-8000-8009-2225-0548-000	470.83
					<b>Total :</b>	<b>505.67</b>
155818	5/5/2016	001422 FERGUSON ENTERPRISES INC #1350	3151216		PARKS- PLUMBING SUPPLIES	
			3155427	054171	100-6150-6205-2301-0000-000	54.73
				054171	PARKS- PLUMBING SUPPLIES	
					100-6150-6205-2301-0000-000	514.11
					<b>Total :</b>	<b>568.84</b>
155819	5/5/2016	cbc0660 FINNEY, TYLER	00841750		CLOSING BILL CREDIT	
					520-2450-232	119.29
					<b>Total :</b>	<b>119.29</b>
155820	5/5/2016	cbc0662 FLORES, ELISEO	00120430		CLOSING BILL CREDIT	
					520-2450-232	477.52
					<b>Total :</b>	<b>477.52</b>
155821	5/5/2016	cbc0655 FLORES, MIGUEL A.	00611490		CLOSING BILL CREDIT	
					520-2450-232	23.43
					<b>Total :</b>	<b>23.43</b>
155822	5/5/2016	093928 FLYERS ENERGY, LLC	16-243445		FIRE- DIESEL FUEL	
			16-243446	054201	100-6090-6091-2210-0000-000	926.61
					FIRE- DIESEL FUEL	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155822	5/5/2016	093928 FLYERS ENERGY, LLC	(Continued)	054201	100-6090-6091-2210-0000-000	268.82
<b>Total :</b>						<b>1,195.43</b>
155823	5/5/2016	cbc0656 GARCIA, ANTONIA	00232230		CLOSING BILL CREDIT 520-2450-232	487.72
<b>Total :</b>						<b>487.72</b>
155824	5/5/2016	000157 GENUINE AUTO PARTS	141833		PARKS- HARDWARE PARTS	
				054176	100-6150-6205-2301-0000-000	22.43
			143132		PARKS- HARDWARE PARTS	
				054176	100-6150-6205-2301-0000-000	10.84
			143305		PARKS- HARDWARE PARTS	
				054176	100-6150-6205-2301-0000-000	148.94
			144115		ST- HARDWARE PARTS	
				054176	210-6150-6160-2301-0000-000	18.35
			145342		PARKS- HARDWARE PARTS	
				054176	100-6150-6205-2301-0000-000	16.49
			145537		AUTOMOTIVE PARTS	
				054176	608-6150-8700-2210-6071-000	676.06
			145552		AUTOMOTIVE PARTS	
				054176	608-6150-8700-2210-6205-000	73.41
			145580		AUTOMOTIVE PARTS	
				054176	608-6150-8700-2210-8101-000	23.33
			145640		AUTOMOTIVE PARTS	
				054176	608-6150-8700-2210-8700-000	6.89
			145670		AUTOMOTIVE PARTS	
				054176	608-6150-8700-2210-8101-000	102.66
			145790		AUTOMOTIVE PARTS	
				054176	608-6150-8700-2210-8101-000	9.71
			146059		AUTOMOTIVE PARTS	
				054176	608-6150-8700-2210-8000-000	14.89
			146063		AUTOMOTIVE PARTS	
				054176	608-6150-8700-2210-8000-000	92.75
			146065		AUTOMOTIVE PARTS	
				054176	608-6150-8700-2210-6071-000	167.38
			146084		AUTOMOTIVE PARTS	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155824	5/5/2016	000157 GENUINE AUTO PARTS	(Continued)			
				054176	608-6150-8700-2210-8000-000	68.86
			146098		AUTOMOTIVE PARTS	
				054176	608-6150-8700-2210-8000-000	3.46
			146144		AUTOMOTIVE PARTS	
				054176	608-6150-8700-2210-8101-000	118.78
			146224		AUTOMOTIVE PARTS	
				054176	608-6150-8700-2210-6071-000	115.82
			146225		AUTOMOTIVE PARTS	
				054176	608-6150-8700-2210-6071-000	86.36
			146328		AUTOMOTIVE PARTS	
				054176	608-6150-8700-2210-8101-000	19.18
			146373		AUTOMOTIVE PARTS	
				054176	608-6150-8700-2210-6071-000	92.20
					<b>Total :</b>	<b>1,888.79</b>
155825	5/5/2016	093069 GLOBALSTAR USA	1000000007271246		FIRE- SATELLITE PHONES	
				015535	100-6090-6094-2310-0000-000	359.32
					<b>Total :</b>	<b>359.32</b>
155826	5/5/2016	cbc0674 GOMEZ, SABRINA	00290145		CLOSING BILL CREDIT	
					520-2450-232	151.46
					<b>Total :</b>	<b>151.46</b>
155827	5/5/2016	044723 GONZALES, RUDOLPH	00630650		LEVEL PAY PLAN REFUND	
					520-2450-232	784.32
					<b>Total :</b>	<b>784.32</b>
155828	5/5/2016	049324 GRAY, JOSEPH	00960455		C/S- LEVEL PAY PLAN REFUND	
					520-2450-232	275.76
					<b>Total :</b>	<b>275.76</b>
155829	5/5/2016	000160 GRAYBAR ELECTRIC CO	984227532		BM- ELECTRIC PARTS	
				054178	605-6150-6211-2250-6211-000	96.36
			984227533		BM- ELECTRIC PARTS	
				054178	605-6150-6211-2250-6211-000	33.38
			984494637		PARKS- ELECTRIC PARTS	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155829	5/5/2016	000160 GRAYBAR ELECTRIC CO	(Continued)	054178	100-6150-6205-2301-0000-000	347.31
					<b>Total :</b>	<b>477.05</b>
155830	5/5/2016	048322 GRIMES, PAUL	05/25/16		PD- PER DIEM (POST K-9 EVALUATOR) 100-6070-6071-1160-0000-000	125.00
					<b>Total :</b>	<b>125.00</b>
155831	5/5/2016	059397 GUZMAN, DAVID	00240450		C/S- LEVEL PAY PLAN REFUND 520-2450-232	193.82
					<b>Total :</b>	<b>193.82</b>
155832	5/5/2016	059995 HERNANDEZ, JUAN	1071244.015 1071244.015- #2		REFUND RESERVATION FEE 100-6747-000 COMM SVCS- REFUND CLEANING DEF 100-6747-000	41.00 100.00
					<b>Total :</b>	<b>141.00</b>
155833	5/5/2016	cbc0666 HERNANDEZ, ZENON	00490515		CLOSING BILL CREDIT 520-2450-232	137.12
					<b>Total :</b>	<b>137.12</b>
155834	5/5/2016	025906 HOME DEPOT	2030526	054180	COMM SVCS- HARDWARE SUPPLIES 100-6200-6212-2301-0000-000	238.14
					<b>Total :</b>	<b>238.14</b>
155835	5/5/2016	025906 HOME DEPOT	7312720 7322691 8121684 9591448	015836 015836 015836 015836	ST- CREDIT 210-6150-6160-2301-0000-000 ST- CREDIT 210-6150-6160-2301-0000-000 ST- HARDWARE SUPPLIES 210-6150-6160-2301-0000-000 ST- HARDWARE SUPPLIES 210-6150-6160-2301-0000-000	-112.32 -16.24 79.56 112.32
					<b>Total :</b>	<b>63.32</b>
155836	5/5/2016	cbc0651 HOSEA, TONY	00570025		CLOSING BILL CREDIT 520-2450-232	213.94

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155836	5/5/2016	cbc0651 cbc0651 HOSEA, TONY	(Continued)			<b>Total : 213.94</b>
155837	5/5/2016	000372 HOUR GLASS & MIRROR INC.	31873	054186	PARKS- SCREENS 100-6150-6205-2301-0000-000	40.54 <b>Total : 40.54</b>
155838	5/5/2016	014247 INLAND OVERHEAD DOOR CO	40002	016135	BM- OVERHEAD DOOR MAINTENANCE 605-6150-6211-2250-6091-000	236.25 <b>Total : 236.25</b>
155839	5/5/2016	029976 INTERNAL CONTROL POLYGRAPH	10843		HR- PRE-EMPLOYMENT POLYGRAPHS 100-6030-6030-2342-0000-000	280.00 <b>Total : 280.00</b>
155840	5/5/2016	046790 INTERNATIONAL FOOTPRINT ASSOC., CHAPT 05/10/16			PD- BLUE RIBBON BREAKFAST 100-6070-6071-2280-0000-000	180.00 <b>Total : 180.00</b>
155841	5/5/2016	018000 JOLLIFF, JAMES	05/23-5-25/16		PD- PER DIEM (BUDGET ACADEMY) 100-6070-6071-1160-0000-000	168.00 <b>Total : 168.00</b>
155842	5/5/2016	092954 KATZ, OKITSU AND ASSOCIATES	JB24151x32  JB53145x2	013615 013615 013615 016118	CIP- BRIDGE WIDENING PROJECT 450-1307-6987-3890-0000-000 450-1307-6900-3890-0000-000 450-1307-6971-3890-0000-000 CIP- BRIDGE WIDENING PROJECT 225-1604-6150-3890-0000-000	21,298.96 1,203.15 1,556.36 12,484.94 <b>Total : 36,543.41</b>
155843	5/5/2016	048797 KERSHNER, MISTY	05/31-06/03/16		PD- PER DIEM (EVIDENCE & PROPERTY) 100-6070-6071-1160-0000-000	229.00 <b>Total : 229.00</b>
155844	5/5/2016	cbc0663 KING'S SMOKE SHOP	01941895		CLOSING BILL CREDIT 520-2450-232	209.70 <b>Total : 209.70</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155845	5/5/2016	cbc0673 KININMONTH, CASSANDRA STRONG	00461116		CLOSING BILL CREDIT 520-2450-232	287.76
<b>Total :</b>						<b>287.76</b>
155846	5/5/2016	093456 KROGER	0216048646	015421	C. CARE- SUPPLIES FOR PRESCHOOL 206-7200-7203-2305-0000-000	231.97
			0216048647	015421	C. CARE- SUPPLIES FOR PRESCHOOL 206-7200-7203-2305-0000-000	229.16
			0316048937	015419	C. CARE- SUPPLIES FOR PRESCHOOL 206-7200-7202-2305-0000-000	22.53
<b>Total :</b>						<b>483.66</b>
155847	5/5/2016	000182 LARSON'S DRUG	APRIL 2016		C/S- PAYMENTS PROCESSED 100-6040-6042-2350-0000-000	125.50
			MARCH 2016		C/S- PAYMENTS PROCESSED 100-6040-6042-2350-0000-000	141.25
<b>Total :</b>						<b>266.75</b>
155848	5/5/2016	041927 LOU'S TIRE SERVICE	79602	054196	AUTOMOTIVE TIRES 608-6150-8700-2210-6160-000	407.79
			79603	054196	AUTOMOTIVE TIRES 608-6150-8700-2210-6160-000	354.69
			79705	054196	AUTOMOTIVE TIRES 608-6150-8700-2210-6071-000	413.64
<b>Total :</b>						<b>1,176.12</b>
155849	5/5/2016	cbc0657 MADRID, MICHAEL	00790520		CLOSING BILL CREDIT 520-2450-232	62.94
<b>Total :</b>						<b>62.94</b>
155850	5/5/2016	cbc0675 MANZANO, ROCIO	00780080		CLOSING BILL CREDIT 520-2450-232	228.96
<b>Total :</b>						<b>228.96</b>
155851	5/5/2016	093033 MAYON, LLC	04/22-05/05/16		FIN- PROF ACCOUNTING SERVICE 100-6040-6041-2350-0000-000	2,150.00
<b>Total :</b>						<b>2,150.00</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155852	5/5/2016	060321 MEDINA, PABLO	1072037.015		COMM SVCS- REFUND CLEANING DEF 100-6747-000	100.00
<b>Total :</b>						<b>100.00</b>
155853	5/5/2016	cbc0664 MELENDEZ, BENJAMIN	00151770		CLOSING BILL CREDIT 520-2450-232	64.70
<b>Total :</b>						<b>64.70</b>
155854	5/5/2016	060318 MICHAEL BAKER INTERNATIONAL	MARKERS		DEV SVCS- SURVEY MARKERS 100-6300-6301-2350-0000-000	1,000.00
<b>Total :</b>						<b>1,000.00</b>
155855	5/5/2016	041081 MISSION LINEN SUPPLY & UNIFORM	502137385	054197	LLMD- UNIFORM RENTAL SVC 701-6150-6220-1170-0000-000	15.55
			502181944	054197	LLMD- UNIFORM RENTAL SVC 701-6150-6220-1170-0000-000	15.55
			502228166	054197	LLMD- UNIFORM RENTAL SVC 701-6150-6220-1170-0000-000	15.55
			502310292	054197	PD- TOWEL CLEANING SERVICE 100-6070-6071-2350-0000-000	155.06
			502357463	054197	BM- UNIFORM RENTAL SERVICES 605-6150-6211-2350-0000-000	45.69
			502357464	054197	PD- TOWEL CLEANING SERVICE 100-6070-6071-2350-0000-000	155.06
<b>Total :</b>						<b>402.46</b>
155856	5/5/2016	041081 MISSION LINEN SUPPLY & UNIFORM	502137384	015794	PARKS- UNIFORM RENTAL SERVICES 100-6150-6205-1170-0000-000	73.62
			502173260	015582	BM- WEEKLY RUG RENTAL 605-6150-6211-2250-6211-000	30.56
			502181940	015580	AUTO- UNIFORM RENTAL SERVICE 608-6150-8700-1170-0000-000	27.80
				015580	608-6150-8700-2301-0000-000	14.97
			502181941	015581	BM- UNIFORM RENTAL SERVICE 605-6150-6211-1170-0000-000	15.55
			502181943	015794	PARKS- UNIFORM RENTAL SERVICES 100-6150-6205-1170-0000-000	73.62

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155856	5/5/2016	041081 MISSION LINEN SUPPLY & UNIFORM	(Continued) 502218829		BM- WEEKLY RUG RENTAL	
			502228162	015582	605-6150-6211-2250-6211-000 AUTO- UNIFORM RENTAL SVC	30.56
				015580	608-6150-8700-1170-0000-000	27.80
				015580	608-6150-8700-2301-0000-000	14.97
			502228163		BM- UNIFORM RENTAL SVC	
				015581	605-6150-6211-1170-0000-000	15.55
			502228165		PARKS- UNIFORM RENTAL SERVICES	
				015794	100-6150-6205-1170-0000-000	73.62
			502265597		BM- WEEKLY RUG RENTAL	
				015582	605-6150-6211-2250-6211-000	30.56
			502274666		AUTO- UNIFORM RENTAL SVC	
				015580	608-6150-8700-1170-0000-000	19.68
				015580	608-6150-8700-2301-0000-000	10.60
			502274667		BM- UNIFORM RENTAL SVC	
				015581	605-6150-6211-1170-0000-000	15.55
			502310293		BM- WEEKLY RUG RENTAL	
				015582	605-6150-6211-2250-6211-000	30.56
			502320324		AUTO- UNIFORM RENTAL SVC	
				015580	608-6150-8700-1170-0000-000	27.80
				015580	608-6150-8700-2301-0000-000	14.97
			502320325		BM- UNIFORM RENTAL SVC	
				015581	605-6150-6211-1170-0000-000	16.60
					<b>Total :</b>	<b>564.94</b>
155857	5/5/2016	cbc#9942 MONTE VISTA PROPERTIES	00811250		CLOSING BILL CREDIT	
					520-2450-232	105.47
					<b>Total :</b>	<b>105.47</b>
155858	5/5/2016	093985 MR. ECO	1090		ELEC- PERFORMANCE (EARTH DAY)	
				016253	520-8000-8005-2341-0930-200	810.00
					<b>Total :</b>	<b>810.00</b>
155859	5/5/2016	093737 NATIONAL METER & AUTOMATION IN	S1070823.001		W- METERS	
				016308	521-1500-000	9,264.00
					521-1500-000	741.12

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155859	5/5/2016	093737	093737 NATIONAL METER & AUTOMATION IN		(Continued)	<b>Total : 10,005.12</b>
155860	5/5/2016	093220	NESTLE WATERS NORTH AMERICA	06C0030671473	BOTTLE WATER SVC (VARIOUS DEPT'S	
				054155	100-6070-6071-2301-0000-000	337.92
				054155	100-6030-6030-2301-0000-000	19.43
				054155	100-6000-6000-2301-0000-000	18.55
				054155	100-6020-6020-2301-0000-000	18.54
				054155	100-6300-6301-2301-0000-000	36.23
				054155	100-6010-6010-2301-0000-000	14.98
				054155	206-7200-7202-2301-0000-000	13.99
				054155	206-7200-7203-2301-0000-000	39.09
				054155	520-8000-8001-2300-0921-000	160.32
				054155	606-6040-6044-2301-0000-000	26.31
				054155	100-6040-6041-2301-0000-000	38.33
				054155	100-6040-6042-2301-0000-000	38.33
				054155	522-8200-8200-2301-0000-000	128.72
				054155	100-6090-6091-2301-0000-000	27.50
				054155	100-6200-6212-2301-0000-000	137.38
				054155	100-6200-6217-2301-0000-000	77.74
				054155	100-6200-6213-2301-0000-000	38.67
				054155	521-8100-8101-2301-0000-000	20.09
				054155	100-6150-6151-2301-0000-000	20.09
				054155	100-6200-6250-2301-0000-000	6.47
				054155	605-6150-6211-2301-0000-000	7.69
				054155	608-6150-8700-2301-0000-000	7.69
				054155	210-6150-6160-2301-0000-000	123.96
				054155	100-6150-6205-2301-0000-000	123.96
					<b>Total :</b>	<b>1,481.98</b>
155861	5/5/2016	093220	NESTLE WATERS NORTH AMERICA	16D0021202460	FIRE- BOTTLE WATER SERVICES	
				054155	100-6090-6091-2301-0000-000	268.88
					<b>Total :</b>	<b>268.88</b>
155862	5/5/2016	060319	NOWDEN, LATOSHA	00170240	LEVEL PAY PLAN REFUND	
					520-2450-232	567.10
					<b>Total :</b>	<b>567.10</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155863	5/5/2016	045033 OFFICE DEPOT	823435866001		HR- OFFICE SUPPLIES	
				054199	100-6030-6030-2300-0000-000	26.38
			827356902001		PD- OFFICE SUPPLIES	
				054199	100-6070-6071-2300-0000-000	36.24
					100-6070-6071-2300-0000-000	2.90
			831999801001		PD- OFFICE SUPPLIES	
				054199	100-6070-6071-2300-0000-000	270.49
			835174045001		FIRE- OFFICE SUPPLIES	
				054199	100-6090-6091-2300-0000-000	75.99
					100-6090-6091-2300-0000-000	6.08
			835442467001		COMM SVCS- OFFICE SUPPLIES	
				054199	211-6200-7101-2301-0000-000	48.51
				054199	100-6200-6217-2301-0000-000	5.44
				054199	100-6200-6213-2301-0000-000	28.96
835442539001		COMM SVCS- OFFICE SUPPLIES				
	054199	211-6200-7101-2301-0000-000	24.62			
835442540001		COMM SVCS- OFFICE SUPPLIES				
	054199	100-6200-6213-2301-0000-000	11.43			
<b>Total :</b>						<b>537.04</b>
155864	5/5/2016	092396 ONE SOURCE DISTRIBUTORS	S5100087.001	016309	ELEC- HARDWARE SUPPLIES	
					520-1500-154	418.00
					520-1500-154	33.44
<b>Total :</b>						<b>451.44</b>
155865	5/5/2016	001712 PACIFIC ALARM SERVICE	P98443		BM- ALARM SERVICES	
				054225	605-6150-6211-2250-6202-000	124.50
			R118998		BM- ALARM SERVICES	
				054225	605-6150-6211-2250-6211-000	61.50
				054225	605-6150-6211-2250-8101-000	61.50
			R119438		BM- ALARM SERVICES	
				054225	605-6150-6211-2250-6250-000	57.00
			R119439		BM- ALARM SERVICES	
	054225	605-6150-6211-2250-6202-000	260.00			
R119440		BM- ALARM SERVICES				
	054225	605-6150-6211-2250-6091-000	61.00			
R119441		BM- ALARM SERVICES				

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155865	5/5/2016	001712 PACIFIC ALARM SERVICE	(Continued)			
				054225	605-6150-6211-2250-6250-000	147.00
			R119442		BM- ALARM SERVICES	
				054225	605-6150-6211-2250-6213-000	48.50
			R119443		BM- ALARM SERVICES	
				054225	605-6150-6211-2250-6213-000	41.00
			R119444		BM- ALARM SERVICES	
				054225	605-6150-6211-2250-6213-000	175.00
			R119445		BM- ALARM SERVICES	
				054225	605-6150-6211-2250-6091-000	53.50
			R119446		BM- ALARM SERVICES	
				054225	605-6150-6211-2250-6218-000	124.00
					<b>Total :</b>	<b>1,214.50</b>
155866	5/5/2016	047011 PADILLA, PATRICIA	04/28/16		PD- PER DIEM (DISPATCHER/WELLNES	
					100-6070-6071-1160-0000-000	13.00
					<b>Total :</b>	<b>13.00</b>
155867	5/5/2016	092751 PERFORMANCE CONSTRUCTION & PAI	5568		BM- RACQUET BALL/SHOWER REPAIR.	
				015154	605-6150-6211-2350-0000-000	7,521.26
					<b>Total :</b>	<b>7,521.26</b>
155868	5/5/2016	cbc0665 PERRY, JORGE	00800180		CLOSING BILL CREDIT	
					520-2450-232	108.64
					<b>Total :</b>	<b>108.64</b>
155869	5/5/2016	093977 PRECISION INSTRUMENTATION COMP	201604130		ELEC- INSTRUMENTATION EQUIP.	
				015760	520-8000-8009-2225-0548-000	150.00
					<b>Total :</b>	<b>150.00</b>
155870	5/5/2016	093499 PROFORMA EXPRESS GRAPHICS	9015601144		INV- KIOSK PAPER ROLLS	
				016283	100-1500-000	396.16
					100-1500-000	31.69
			9015601161		INV- PRINTING SERVICES	
				016283	100-1500-000	396.76
					100-1500-000	31.74
			9015601166		INV- ENVELOPES	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155870	5/5/2016	093499	PROFORMA EXPRESS GRAPHICS		(Continued)	
				016283	100-1500-000	322.02
					100-1500-000	25.76
			9015601167		INV- PRINTING SERVICE	
				016283	100-1500-000	701.85
					100-1500-000	56.15
					<b>Total :</b>	<b>1,962.13</b>
155871	5/5/2016	093499	PROFORMA EXPRESS GRAPHICS		9015601172	
				054202	ELEC- PRINTING SERVICES	
					520-8000-8003-2301-0921-000	405.45
					<b>Total :</b>	<b>405.45</b>
155872	5/5/2016	014316	PRUDENTIAL OVERALL SUPPLY		22236768	
				054229	ELEC- UNIFORM RENTAL SERVICES	
					520-8000-8009-2225-0548-000	84.55
			22238218		ELEC- UNIFORM RENTAL SERVICES	
				054229	520-8000-8004-1170-0926-000	233.45
				054229	520-8000-8002-2301-0921-000	25.30
			22238219		ELEC- UNIFORM RENTAL SERVICES	
				054229	520-8000-8003-1170-0926-000	106.70
					<b>Total :</b>	<b>450.00</b>
155873	5/5/2016	018496	R H F INC		70510	
					PD- RADAR MACHINE REPAIR	
					100-6070-6071-2240-0000-000	86.60
					762-2210-000	-0.10
			70511		PD- RADAR MACHINE REPAIRS	
					100-6070-6071-2240-0000-000	86.60
					762-2210-000	-0.10
					<b>Total :</b>	<b>173.00</b>
155874	5/5/2016	060320	RAMIREZ, MARIA		1071955.015	
					COMM SVCS- REFUND CLEANING DEF	
					100-6747-000	100.00
					<b>Total :</b>	<b>100.00</b>
155875	5/5/2016	033502	RANCHO READY MIX		81344	
				054204	ST- CONCRETE PRODUCTS	
					210-6150-6160-2301-0000-000	420.66
					<b>Total :</b>	<b>420.66</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155876	5/5/2016	003921 RIALTO UNIFIED SCHOOL DISTRICT	REBATE- TURF		WATER CONSERVATION REBATE 521-8100-8110-2041-0000-000	21,624.00 <b>Total : 21,624.00</b>
155877	5/5/2016	cbc0676 RIOS, CATALINA	00271150		CLOSING BILL CREDIT 520-2450-232	104.55 <b>Total : 104.55</b>
155878	5/5/2016	093911 RIVERSIDE COUNTY DEPARTMENT OF	AN0000000719	015539	PD- ANIMAL SHELTER SERVICES 100-6070-6071-2350-0000-000	15,053.00 <b>Total : 15,053.00</b>
155879	5/5/2016	045861 RIVERSIDE COUNTY SHERIFF'S	05/20/16		PD- TRAINING (DISPATCHER ROLE) 100-6070-6071-1160-0000-000	36.00 <b>Total : 36.00</b>
155880	5/5/2016	060322 RODRIGUEZ, DONALD	REBATE- PLANTS		WATER CONSERVATION REBATE 521-8100-8110-2041-0000-000	150.00 <b>Total : 150.00</b>
155881	5/5/2016	cbc0677 SALAS, ANA	00820320		CLOSING BILL CREDIT 520-2450-232	54.97 <b>Total : 54.97</b>
155882	5/5/2016	092322 SAM'S CLUB DIRECT	CHARGES- APRIL 16	054207 054207 054207 054207 054207	SUPPLIES (VARIOUS DEPT'S) 100-6200-6214-2306-0000-000 100-6200-6215-2301-0000-000 520-8000-8005-2341-0930-200 100-6200-6213-2301-0000-000 100-6200-6212-2301-0000-000	72.59 1,343.23 77.57 22.94 52.88 <b>Total : 1,569.21</b>
155883	5/5/2016	092322 SAM'S CLUB DIRECT	CHARGES 04/16- 2	016327 016327	INV- JANITORIAL SUPPLIES 100-1500-000 520-1500-154 100-1500-000	437.60 28.68 38.47 <b>Total : 504.75</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155884	5/5/2016	024315 SAN BERNARDINO CO FIRE CHIEF'S, ASSOCI	DUES- 2016		FIRE- MEMBERSHIP DUES 100-1990-000	105.00 <b>Total : 105.00</b>
155885	5/5/2016	039612 SAN BERNARDINO SHERIFF'S DEPT	04/20/16		TUITION (MASS CASUALTY INCIDENTS 100-6070-6071-1160-0000-000	65.00 <b>Total : 65.00</b>
155886	5/5/2016	039612 SAN BERNARDINO SHERIFF'S DEPT	06/06/16		PD- TUITION-DRUG INFLUENCE 100-6070-6071-1160-0000-000	40.00 <b>Total : 40.00</b>
155887	5/5/2016	cbc0672 SCOTT, GITANA	00790755		CLOSING BILL CREDIT 520-2450-232	31.45 <b>Total : 31.45</b>
155888	5/5/2016	093642 SHRED-IT USA INC.	9410337814	015549	PD- DOCUMENT DESTRUCTION SERVICE 100-6070-6071-2350-0000-000	168.84 <b>Total : 168.84</b>
155889	5/5/2016	046087 SIERRA VISTA BAPTIST CHURCH	#66		C. CARE- PRESCHOOL LEASE PAYMENT 206-7200-7203-2421-0000-000	1,625.00 <b>Total : 1,625.00</b>
155890	5/5/2016	000224 SMART AND FINAL IRIS CO	132632	054208	COMM SVCS- SUPPLIES- SNACK PROGRAM 100-6200-6215-2301-0000-000	71.93 <b>Total : 71.93</b>
155891	5/5/2016	093920 SMITH, JODY	#1- BB- SPRING-2016		COMM SVCS- BASKETBALL OFFICIAL 100-6200-6204-2350-0000-000	25.00 <b>Total : 25.00</b>
155892	5/5/2016	cbc0668 SOTO, SILVIA J.	00560125		CLOSING BILL CREDIT 520-2450-232	290.62 <b>Total : 290.62</b>
155893	5/5/2016	025294 SOUTH COAST AIR QUALITY	2944964	015446	FIRE- AQMD PERMIT FEES 100-6090-6091-2241-0000-000	122.53

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155893	5/5/2016	025294 SOUTH COAST AIR QUALITY	(Continued) 2944986	015446	FIRE- AQMD PERMIT FEES 100-6090-6091-2241-0000-000	122.53
<b>Total :</b>						<b>245.06</b>
155894	5/5/2016	cbc0652 SOUTHER CALIFORNIA PROPERTY, MGMT	00471340		CLOSING BILL CREDIT 520-2450-232	156.25
<b>Total :</b>						<b>156.25</b>
155895	5/5/2016	045534 SOUTHERN CALIFORNIA POOL GUYS	A194216	015903	COMM SVCS- POOL MAINTENANCE 100-6200-6203-2350-0000-000	800.00
<b>Total :</b>						<b>800.00</b>
155896	5/5/2016	000234 SQUIRES LUMBER COMPANY	307716	054212	BM- MAINTENANCE MATERIAL 605-6150-6211-2250-6091-000	12.11
			307971	054212	BM- MAINTENANCE MATERIAL 605-6150-6211-2250-6091-000	37.86
			308035	054212	BM- MAINTENANCE MATERIAL 605-6150-6211-2250-6091-000	39.59
			308040	054212	ELEC- MAINTENANCE MATERIAL 520-8000-8003-2301-0921-000	2.08
			308074	054212	BM- MAINTENANCE & MATERIAL 605-6150-6211-2250-6217-000	19.96
			308100	054212	ELEC- MAINTENANCE MATERIAL 520-8000-8003-2301-0921-000	58.82
			308116	054212	BM- MAINTENANCE MATERIAL 605-6150-6211-2250-6091-000	8.62
			308125	054212	BM- MAINTENANCE MATERIAL 605-6150-6211-2250-6091-000	15.92
			308188	054212	BM- MAINTENANCE MATERIAL 605-6150-6211-2250-6091-000	6.87
			308245	054212	COMM SVCS- MAINT. MATERIAL 100-6200-6214-2306-0000-000	13.96
<b>Total :</b>						<b>215.79</b>
155897	5/5/2016	093833 SWISHER HYGIENE FRANCHISE CORP	6H02927702	016134	COMM SVCS- RESTROOM MAINT. 100-6200-6217-2350-0000-000	95.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155897	5/5/2016	093833 093833 SWISHER HYGIENE FRANCHISE CORP	(Continued)			<b>Total : 95.00</b>
155898	5/5/2016	049857 TAFOLLA, CECELIA	00511020		C/S- LEVEL PAY PLAN REFUND 520-2450-232	161.12 <b>Total : 161.12</b>
155899	5/5/2016	002964 THE COUNSELING TEAM	31055	054163	HR- COUNSELING SERVICES 100-6030-6030-2350-0000-000	720.00 <b>Total : 720.00</b>
155900	5/5/2016	045823 THOMPSON COBURN LLP	MARCH 16	015759	ELEC- LEGAL SVCS - FERC 520-8000-8001-2350-0923-000	9,761.41 <b>Total : 9,761.41</b>
155901	5/5/2016	093146 TIME WARNER CABLE	0470566386-04/16	015948	PD- CABLE SERVICE 100-6070-6071-2310-0000-000	230.33 <b>Total : 230.33</b>
155902	5/5/2016	060244 TORRES, MICHAEL	#1-BB- SPRING- 2016		COMM SVCS- BASKETBALL OFFICAL 100-6200-6204-2350-0000-000	25.00 <b>Total : 25.00</b>
155903	5/5/2016	092534 TROPHIES UNLIMITED	Q9811	016139	COMM SVC- TROPHIES 100-6200-6204-2301-0000-000 100-6200-6204-2301-0000-000	2,310.00 184.80 <b>Total : 2,494.80</b>
155904	5/5/2016	cbc0670 VARGAS-MEDINA, JOEL	00840175		CLOSING BILL CREDIT 520-2450-232	29.76 <b>Total : 29.76</b>
155905	5/5/2016	cbc0667 VEGA, JUDY	00290130		CLOSING BILL CREDIT 520-2450-232	175.85 <b>Total : 175.85</b>
155906	5/5/2016	092286 VERIZON WIRELESS	9763808429	015598	ELEC- CELLULAR SERVICE 520-8000-8024-2310-0930-200	652.27

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155906	5/5/2016	092286 092286 VERIZON WIRELESS	(Continued)			<b>Total : 652.27</b>
155907	5/5/2016	093406 VERIZON WIRELESS	9762951691	054219	ELEC- CELLULAR SERVICES 520-8000-8001-2310-0930-200	456.12
			9763020921	054219	PD- CELLULAR SERVICES 100-6070-6071-2310-0000-000	698.22
			9763995862	054219	ELEC- CELLULAR SERVICES 520-8000-8001-2310-0930-200	519.80
			9763995863	054219	FIRE- CELLULAR SERVICES 100-6090-6091-2310-0000-000	2.20
			9763995866	054219	ELEC- CELLULAR SERVICES 520-8000-8001-2310-0930-200	230.66
			9763995867	054219	ELEC- CELLULAR SERVICES 520-8000-8001-2310-0930-200	287.00
			9763995868	054219	ELEC- CELLULAR SERVICES 520-8000-8009-2225-0548-000	415.07
			9763995869	054219	COMM SVCS- CELLULAR SERVICES 100-6200-6250-2310-0000-000	100.97
				054219	100-6200-6202-2310-0000-000	187.01
			9763995877	054219	FIRE- CELLULAR SERVICES 100-6090-6091-2310-0000-000	143.32
			9763995879	054219	COUNCIL- CELLULAR SERVICES 100-6000-6000-2310-0000-000	76.02
			9763995880	054219	COUNCIL- CELLULAR SERVICES 100-6000-6000-2310-0000-000	165.78
			9763995881	054219	CM- CELLULAR SERVICES 100-6020-6020-2310-0000-000	25.75
					<b>Total :</b>	<b>3,307.92</b>
155908	5/5/2016	000159 W W GRAINGER, INC	9080999288	054221	ELEC- MAINTENANCE SUPPLIES 520-8000-8004-2301-0921-000	178.85
					<b>Total :</b>	<b>178.85</b>
155909	5/5/2016	cbc0654 WEATHERSPOON, ARRICKA	00850144		CLOSING BILL CREDIT 520-2450-232	212.51
					<b>Total :</b>	<b>212.51</b>

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
155910	5/5/2016	000750 WESCO DISTRIBUTION INC	741432		ELEC INV- HARDWARE SUPPLIES	
				016304	520-1500-154	2,518.55
					520-1500-154	201.48
			752686		ELEC INV- HARDWARE SUPPLIES	
				016304	520-1500-154	666.72
					520-1500-154	53.34
					<b>Total :</b>	<b>3,440.09</b>
155911	5/5/2016	045690 WIRZ & COMPANY PRINTING	86335		COMM SVCS- FLYERS- REC EVENT	
					100-6200-6215-2354-0000-000	113.40
					<b>Total :</b>	<b>113.40</b>
155912	5/5/2016	cbc0661 WRIGHT, ANGELA	00232345		CLOSING BILL CREDIT	
					520-2450-232	120.21
					<b>Total :</b>	<b>120.21</b>
155913	5/5/2016	002761 XEROX CORPORATION	084218131		C. CLERK- LEASE ON COPIER	
				015883	100-6010-6010-2420-0000-000	105.86
					100-6010-6010-2420-0000-000	4.65
			084463782		C. CLERK- COPIER LEASE	
				015883	100-6010-6010-2420-0000-000	32.24
			084463783		C. CLERK- LEASE ON COPIER	
				015883	100-6010-6010-2420-0000-000	817.55
					100-6010-6010-2420-0000-000	65.41
					<b>Total :</b>	<b>1,025.71</b>
155914	5/5/2016	036045 ZEP MANUFACTURING COMPANY	9002196800		INV- JANITORIAL SUPPLIES	
				016306	100-1500-000	264.00
					100-1500-000	21.12
					<b>Total :</b>	<b>285.12</b>
440000	4/26/2016	003753 SO CALIF PUBLIC POWER AUTH, BNY WESTE PV0416			ELEC- MONTHLY POWER COSTS	
					520-8000-8006-2330-0555-200	76,663.00
					520-8000-8001-2350-0923-000	1,080.46
					520-8000-8022-2350-0923-000	477.68
					526-8000-8035-2350-0923-000	5,990.72
					526-8000-8035-2041-0930-040	9,222.57

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
440000	4/26/2016	003753 SO CALIF PUBLIC POWER AUTH, BNY WESTE (Continued)			526-8000-8037-2041-0930-030 526-8000-8038-2350-0923-000	250.00 1,625.00 <b>Total : 95,309.43</b>
2420000	4/25/2016	003755 SO CALIF PUBLIC POWER AUTH	MWD 0416		ENERGY COSTS- MWD SMALL HYDRO 520-8000-8006-2330-0555-530	20,527.00 <b>Total : 20,527.00</b>
2430000	4/25/2016	021869 UNION BANK OF CALIFORNIA	APRIL 16		DEBT SVC (REV BONDS, 2007 SERIES, 520-1090-008	136,113.54 <b>Total : 136,113.54</b>
4776900	4/25/2016	009994 SHELL ENERGY NORTH AMERICA	09.2014 RERUN T18M		ELEC- FIRM POWER, TRANSMISSION 520-8000-8006-2330-0555-800	432.60 <b>Total : 432.60</b>
7259400	4/27/2016	035929 BANK OF AMERICA	FEDERAL 04/28/16		FEDERAL TAXES 762-2200-000	142,826.48 <b>Total : 142,826.48</b>
7263100	4/27/2016	035929 BANK OF AMERICA	STATE 04/28/16		STATE TAXES 762-2010-000	44,919.65 <b>Total : 44,919.65</b>
7522500	4/26/2016	059170 TENASKA POWER SERVICES CO.	1348-DEC-15-01		ELEC- RENEWABLE ENERGY 520-8000-8006-2330-0555-000	82,558.75 <b>Total : 82,558.75</b>
8729600	4/28/2016	035929 BANK OF AMERICA	FEDERAL 4/28/16-SUPP		FEDERAL TAXES 762-2200-000	36.46 <b>Total : 36.46</b>
8731200	4/28/2016	035929 BANK OF AMERICA	STATE 4/28/16-SUPPLE		STATE TAXES 762-2010-000	6.17 <b>Total : 6.17</b>
10040400	4/28/2016	059733 COLTON SOLAR TWO, LLC	CST011		ELEC- ENERGY PURCHASED	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
10040400	4/28/2016	059733 COLTON SOLAR TWO, LLC	(Continued)		520-8000-8006-2330-0555-540	15,671.52
					<b>Total :</b>	<b>15,671.52</b>
10040500	4/28/2016	059733 COLTON SOLAR TWO, LLC	CS1009		ELEC- ENERGY PURCHASED 520-8000-8006-2330-0555-540	40,218.08
					<b>Total :</b>	<b>40,218.08</b>
12457600	4/25/2016	059170 TENASKA POWER SERVICES CO.	1348-DEC-15-01-#2		ELEC- RENEWABLE ENERGY 520-8000-8006-2330-0555-000	42,556.25
					<b>Total :</b>	<b>42,556.25</b>
12469400	4/25/2016	003756 CITY OF LOS ANGELES / DWP	GA186012		ELEC- TRANSMISSION & DISPATCHING 520-8000-8006-2330-0555-700	6,322.96
					<b>Total :</b>	<b>6,322.96</b>
15177600	5/2/2016	003484 CITY OF ANAHEIM	EX0003007		ELEC- SMALL HYDRO CAISO CHARGE 520-7905-000	217.64
					<b>Total :</b>	<b>217.64</b>
24400000	4/25/2016	021869 UNION BANK OF CALIFORNIA	APRIL 16- ELECTRIC		DEBT SVC (ELEC BONDS, 2012 SERIES 520-1090-000	230,562.50
					<b>Total :</b>	<b>230,562.50</b>
69261800	4/28/2016	003893 ING	PP 04/28/16		457 DEF COMP & LOAN PAYMENT 762-2040-000 762-2045-000	9,202.84 583.93
					<b>Total :</b>	<b>9,786.77</b>
69399100	5/2/2016	003672 CALIFORNIA PUBLIC EMPLOYEES'	MAY 16		HEALTH PREMIUMS 762-2020-000 100-6030-6030-2380-0000-000 100-6030-6030-1150-0000-000	36,665.91 231.42 18,465.04
					<b>Total :</b>	<b>55,362.37</b>
119500633	5/2/2016	000882 COLONIAL LIFE & ACCIDENT	9636291-0501384		PREMIUM PROCESSING 762-2020-000	4,823.27

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
119500633	5/2/2016	000882	000882 COLONIAL LIFE & ACCIDENT	(Continued)		Total : 4,823.27
665742816	4/27/2016	003772	STATE OF CALIFORNIA	PP 04/28/16	CHILD SUPPORT PAYMENTS 762-2150-000	3,487.84 Total : 3,487.84
150 Vouchers for bank code : boa						Bank total : 1,299,185.38
150 Vouchers in this report						Total vouchers : 1,299,185.38

  
\_\_\_\_\_  
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
154812	03/10/2016	039612 SAN BERNARDINO SHERIFFS	V	05/04/2016	04/20/16	03/10/2016	65.00	65.00
154816	03/10/2016	047469 SBSB TRAINING CENTER	V	05/04/2016	05/11/16	03/09/2016	50.00	50.00
154817	03/10/2016	047469 SBSB TRAINING CENTER	V	05/04/2016	05/10/16	03/09/2016	50.00	50.00
155542	04/21/2016	093076 GUILI GARCIA	V	04/26/2016	634401	04/12/2016	625.00	625.00
							<b>boa Total:</b>	<b>790.00</b>
4 checks in this report							<b>Total Checks:</b>	<b>790.00</b>

**COLTON**  
**Payroll Disbursement Listing**  
**Payperiod Dates: 4/9/2016 to 4/22/2016**

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
<b>City Council</b>		
110784	6000	0.00
110785	6000	2,244.14 Regular Salary
110786	6000	259.27
110787	6000	942.98
110788	6000	274.04
110789	6000	274.04
110790	6000	252.41
110791	6000	259.27
935474	6000	274.04
	<b>Subtotal</b>	<b><u>4,780.19</u></b>
<b>City Clerk</b>		
110792	6010	721.33
110793	6010	2,873.30 Regular Salary
110794	6010	1,589.12
	<b>Subtotal</b>	<b><u>5,183.75</u></b>
<b>City Manager</b>		
110795	6020	1,975.34
110796	6020	4,731.09 Regular Salary
	<b>Subtotal</b>	<b><u>6,706.43</u></b>
<b>Human Resources</b>		
110797	6030	2,096.91
110798	6030	3,226.31 Regular Salary
110799	6030	1,920.43
	<b>Subtotal</b>	<b><u>7,243.65</u></b>
<b>Finance</b>		
110800	6040	4,568.44 Regular Salary
110801	6040	2,568.22
110802	6040	1,541.84
110803	6040	1,796.21
110804	6040	1,322.86
110805	6040	1,589.71
110806	6040	1,530.73
110807	6040	1,453.68
110808	6040	1,214.91
110809	6040	1,871.80
110810	6040	1,237.92
110811	6040	1,876.70
110812	6040	1,539.09
110813	6040	1,355.84

**COLTON**  
**Payroll Disbursement Listing**  
**Payperiod Dates: 4/9/2016 to 4/22/2016**

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
110814	6040	1,258.77
110815	6040	1,564.34
110816	6040	1,430.01
110817	6040	1,241.29
110818	6040	3,638.13 Regular Salary
111102	6040	1,816.78
111103	6040	1,563.18
111104	6040	1,637.78
111105	6040	2,433.77
111106	6040	1,794.01
111107	6040	2,948.22
	<b>Subtotal</b>	<b>46,794.23</b>
<b>City Treasurer</b>		
110819	6060	1,350.62
	<b>Subtotal</b>	<b>1,350.62</b>
<b>Police</b>		
110820	6070	2,849.52
110821	6070	1,866.99
110822	6070	1,857.22
110823	6070	3,268.14
110824	6070	2,112.80
110825	6070	2,533.42
110826	6070	914.28
110827	6070	3,835.71
110828	6070	1,625.33
110829	6070	2,555.14
110830	6070	3,027.78
110831	6070	2,071.34
110832	6070	2,947.52
110833	6070	4,311.75 Regular Salary/OT
110834	6070	3,998.16
110835	6070	1,284.15
110836	6070	5,640.98 Regular Salary/Retro Merit
110837	6070	1,674.16
110838	6070	4,674.99 Regular Salary/OT
110839	6070	1,806.97
110840	6070	2,355.35
110841	6070	295.20
110842	6070	4,014.89 Regular Salary/OT
110843	6070	2,646.04
110844	6070	1,729.49
110845	6070	238.22
110846	6070	2,234.91
110847	6070	4,353.52 Regular Salary/OT
110848	6070	313.10
110849	6070	202.76
110850	6070	3,447.05

**COLTON**  
**Payroll Disbursement Listing**  
**Payperiod Dates: 4/9/2016 to 4/22/2016**

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
110851	6070	1,703.63
110852	6070	4,467.86 Regular Salary/OT
110853	6070	1,948.11
110854	6070	2,007.45
110855	6070	2,726.32
110856	6070	1,291.42
110857	6070	3,150.55
110858	6070	1,821.61
110859	6070	3,198.56
110860	6070	2,341.94
110861	6070	2,907.42
110862	6070	1,448.28
110863	6070	3,548.55
110864	6070	3,918.72
110865	6070	1,801.43
110866	6070	525.19
110867	6070	1,429.44
110868	6070	2,779.82
110869	6070	2,211.95
110870	6070	1,597.41
110871	6070	2,805.71
110872	6070	1,919.63
110873	6070	2,287.47
110874	6070	4,818.45 Regular Salary
110875	6070	2,344.88
110876	6070	2,385.66
110877	6070	3,126.94
110878	6070	2,390.74
110879	6070	2,688.76
110880	6070	2,613.78
110881	6070	1,474.37
110882	6070	1,858.11
110883	6070	2,343.71
110884	6070	623.17
110885	6070	3,208.60
110886	6070	1,648.99
110887	6070	2,393.21
110888	6070	3,450.47
110889	6070	2,630.75
110890	6070	116.23
110891	6070	3,117.54
110892	6070	1,974.70
110893	6070	1,953.02
110894	6070	2,504.84
110895	6070	3,189.79
110896	6070	2,459.33
935435	6070	489.52
935436	6070	1,086.12
935437	6070	15,383.86 Leave Cashout
935475	6070	156.50
	<b>Subtotal</b>	<b><u>206,800.37</u></b>

**COLTON**  
**Payroll Disbursement Listing**  
**Payperiod Dates: 4/9/2016 to 4/22/2016**

	<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
<b>Fire</b>			
	110897	6090	3,137.64
	110898	6090	2,713.45
	110899	6090	4,827.27 Regular Salary/Staffing
	110900	6090	4,654.45 Regular Salary/Staffing
	110901	6090	2,224.33
	110902	6090	2,761.31
	110903	6090	3,571.09
	110904	6090	3,184.04
	110905	6090	2,034.06
	110906	6090	4,818.30 Regular Salary/Staffing
	110907	6090	4,898.56 Regular Salary/Staffing
	110908	6090	3,313.54
	110909	6090	2,301.15
	110910	6090	5,289.03 Regular Salary/Staffing
	110911	6090	4,075.55 Regular Salary/Staffing
	110912	6090	2,694.49
	110913	6090	4,141.06 Regular Salary/Staffing
	110914	6090	2,576.20
	110915	6090	3,415.99
	110916	6090	4,456.43 Regular Salary
	110917	6090	2,788.93
	110918	6090	4,989.91 Regular Salary/Staffing
	110919	6090	3,778.23
	110920	6090	3,003.75
	110921	6090	5,179.37 Regular Salary/Staffing
	110922	6090	3,376.74
	110923	6090	2,427.37
	110924	6090	5,230.38 Regular Salary/Staffing
	110925	6090	3,071.23
	110926	6090	2,266.19
	110927	6090	3,332.77
	110928	6090	5,302.57 Regular Salary/Staffing
	110929	6090	3,263.45
	935439	6090	4,672.38 Leave Cashout
	935440	6090	1,247.99
	935441	6090	1,165.86
	935476	6090	4,385.56 Regular Salary/Staffing
	110930	6090	3,628.30
		<b>Subtotal</b>	<b><u>134,198.92</u></b>
<b>Public Works</b>			
	110931	6150	502.31
	110932	6150	1,194.56
	110933	6150	2,508.57
	110934	6150	1,577.73

**COLTON**

**Payroll Disbursement Listing**

**Payperiod Dates: 4/9/2016 to 4/22/2016**

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
110935	6150	1,366.57
110936	6150	485.40
935477	6150	1,126.38
935478	6150	1,298.09
935479	6150	1,361.05
935480	6150	492.52
935481	6150	1,360.57
935482	6150	1,181.54
110937	6150	1,479.24
110938	6150	3,718.37 Regular Salary
110939	6150	2,732.70
935483	6150	2,080.44
110940	6150	1,455.25
110941	6150	1,938.68
110942	6150	517.34
110943	6150	2,925.50
110944	6150	1,926.80
110945	6150	752.39
110946	6150	1,349.09
935484	6150	1,955.48
935485	6150	1,301.09
935486	6150	1,180.88
111108	6150	1,919.05
111109	6150	2,034.57
111110	6150	2,050.20
935511	6150	515.29
	<b>Subtotal</b>	<b>46,287.65</b>

**Community Services**

110947	6200	603.03
110948	6200	644.76
110949	6200	149.75
110950	6200	224.11
110951	6200	119.89
110952	6200	383.75
110953	6200	178.54
110954	6200	111.99
110955	6200	768.82
110956	6200	57.05
110957	6200	462.42
110958	6200	3,298.19 Regular Salary
110959	6200	1,583.63
110960	6200	298.81
110961	6200	516.45
110962	6200	526.97
110963	6200	758.36
110964	6200	574.05
110965	6200	405.06
110966	6200	9.99
110967	6200	121.23

**COLTON**  
**Payroll Disbursement Listing**  
**Payperiod Dates: 4/9/2016 to 4/22/2016**

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
110968	6200	548.05
110969	6200	175.62
110970	6200	1,636.87
110971	6200	513.85
110972	6200	506.65
110973	6200	206.12
110974	6200	514.26
110975	6200	68.16
110976	6200	1,761.59
110977	6200	1,516.48
110978	6200	171.55
110979	6200	281.37
110980	6200	124.15
110981	6200	540.37
110982	6200	326.86
110983	6200	630.86
110984	6200	241.68
110985	6200	102.32
110986	6200	432.29
110987	6200	2,202.96
110988	6200	861.11
110989	6200	573.69
110990	6200	1,486.33
110991	6200	138.93
935487	6200	129.03
935488	6200	344.71
935489	6200	448.50
935490	6200	112.57
935491	6200	90.20
935492	6200	151.92
935493	6200	299.68
935494	6200	207.32
935495	6200	138.09
935496	6200	141.04
935497	6200	358.04
935498	6200	341.04
935499	6200	409.47
935500	6200	319.81
935523	6200	636.37
	<b>Subtotal</b>	<b><u>31,486.76</u></b>

**Library**

110992	6250	591.19
110993	6250	617.31
110994	6250	297.28
110995	6250	504.50
110996	6250	415.53
110997	6250	2,456.07 Regular Salary
935501	6250	692.02
	<b>Subtotal</b>	<b><u>5,573.90</u></b>

**COLTON**  
**Payroll Disbursement Listing**  
**Payperiod Dates: 4/9/2016 to 4/22/2016**

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
<b>Development Services</b>		
110998	6300	1,534.72
110999	6300	2,635.96
111000	6300	2,072.13
111001	6300	1,311.71
111002	6300	2,612.49
111003	6300	1,745.36
111004	6300	3,019.62
111005	6300	4,600.08 Regular Salary
111006	6300	2,006.17
	<b>Subtotal</b>	<b>21,538.24</b>

<b>Child Care</b>		
111007	7200	640.24
111008	7200	840.53
111009	7200	449.72
111010	7200	766.41
111011	7200	822.67
111012	7200	1,002.68
111013	7200	1,974.46
111014	7200	2,683.41 Regular Salary
111015	7200	839.57
111016	7200	455.59
935502	7200	1,449.31
935503	7200	618.40
111017	7200	1,531.83
111018	7200	1,595.96
111019	7200	757.64
111020	7200	849.25
111021	7200	693.34
111022	7200	969.89
111023	7200	865.03
111024	7200	657.44
111025	7200	470.15
111026	7200	188.61
	<b>Subtotal</b>	<b>21,122.13</b>

<b>Electric</b>		
111027	8000	3,169.13
111028	8000	3,166.43
111029	8000	3,570.22
111030	8000	2,709.86
111031	8000	2,941.08
111032	8000	2,382.09
111033	8000	3,235.08
111034	8000	1,250.03

**COLTON**  
**Payroll Disbursement Listing**  
**Payperiod Dates: 4/9/2016 to 4/22/2016**

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
111035	8000	3,714.66
111036	8000	2,729.77
111037	8000	1,881.76
111038	8000	1,776.31
111039	8000	2,733.98
111040	8000	1,682.82
111041	8000	7,403.97 Regular Salary/OT
111042	8000	3,801.63
111043	8000	3,395.88
111044	8000	2,648.86
111045	8000	4,063.58 Regular Salary/OT
111046	8000	3,141.93
111047	8000	2,323.01
111048	8000	3,734.89
111049	8000	2,974.52
111050	8000	2,460.07
111051	8000	2,189.10
111052	8000	2,938.83
111053	8000	1,928.38
935504	8000	4,225.13 Regular Salary/OT
935505	8000	3,821.97
935506	8000	3,289.91
935507	8000	3,839.93
935508	8000	3,421.33
111054	8000	2,206.87
111055	8000	4,858.51 Regular Salary
111056	8000	1,368.47
111057	8000	2,125.09
111058	8000	1,998.11
111059	8000	1,088.41
111060	8000	3,087.99
111061	8000	3,430.50
111062	8000	2,341.54
111063	8000	393.84
	<b>Subtotal</b>	<b><u>121,445.47</u></b>

**Water Utility**

111064	8100	1,799.07
111065	8100	2,887.32
111066	8100	2,350.83
111067	8100	1,860.88
111068	8100	1,329.26
111069	8100	2,290.03
111070	8100	1,629.80
111071	8100	3,310.72 Regular Salary/OT
111072	8100	1,437.83
111073	8100	1,912.83
111074	8100	2,211.04
111075	8100	3,022.36 Regular Salary/OT
111076	8100	1,684.71

**COLTON**  
**Payroll Disbursement Listing**  
**Payperiod Dates: 4/9/2016 to 4/22/2016**

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
111077	8100	2,240.36
935509	8100	2,058.70
	<b>Subtotal</b>	<b><u>32,025.74</u></b>

**Wastewater Utility & Storm Water**

111083	8200	3,135.43 Regular Salary
111084	8200	2,102.28
111085	8200	1,185.35
111086	8200	2,708.08
111087	8200	2,456.95
111088	8200	1,241.56
111089	8200	1,812.37
111090	8200	1,574.58
111091	8200	2,005.51
111092	8200	1,781.04
111093	8200	2,764.14
111094	8200	2,120.97
111095	8200	2,051.16
111096	8200	3,430.52 Regular Salary/OT
111097	8200	2,152.21
111098	8200	1,418.32
111099	8200	2,146.79
111100	8200	2,391.58
111101	8200	2,225.92
935510	8200	1,665.33
	<b>Subtotal</b>	<b><u>42,370.09</u></b>

**Wastewater Administration**

111078	8300	1,215.95
111079	8300	3,269.17 Regular Salary
111080	8300	3,048.21 Regular Salary
111081	8300	2,473.97
111082	8300	3,104.41 Regular Salary
	<b>Subtotal</b>	<b><u>13,111.71</u></b>

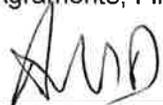
**Successor Agency for Redevelopment**

111111	9000	3,075.71 Regular Salary
	<b>Subtotal</b>	<b><u>3,075.71</u></b>

**Grand Total**

**751,095.56**

  
 Anita Agramonte, Finance Director

  
 Aurelio De La Torre, Treasurer

ORDINANCE NO. O-10-16

1  
2 **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY**  
3 **OF COLTON CALIFORNIA REPEALING 1) ORDINANCE**  
4 **NO. 1126 AND COLTON MUNICIPAL CODE CHAPTER**  
5 **2.40; 2) ORDINANCE NO. 0-07-93 AND COLTON**  
6 **MUNICIPAL CODE CHAPTER 2.43; AND 3) ORDINANCE**  
7 **NO. 0-16-02 AND AMENDING COLTON MUNICIPAL**  
8 **CODE SECTION 2.30.020 FOR THE PURPOSE OF**  
9 **DISBANDING INACTIVE COMMITTEES AND BOARDS**

7 **WHEREAS**, the City Council of the City of Colton (“City Council”) has created various  
8 commissions by Ordinance as a valid delegation of its power; and

9 **WHEREAS**, the City Council’s power to legislate, by implication, includes the power to  
10 amend or repeal existing legislation (*Blotter v. Farrell* (1954) 42 Cal.2d 804, 811); and

11 **WHEREAS**, the City Council, by way of this Ordinance, desires to disband and dissolve  
12 certain commissions that are no longer active; and

13 **WHEREAS**, by Ordinance No. 1126 *An Ordinance Creating a Cemetery Commission in*  
14 *and for the City of Colton and Providing for the Functions of such Commission*, enacted on May  
15 15, 1962, the City Council established the Cemetery Commission to recommend policies and  
16 create an annual budget for the Municipal Cemetery, namely Hermosa Cemetery; and

17 **WHEREAS**, current Cemetery Commission regulations are codified in Code Chapter  
18 2.40 *Cemetery Commission*; and

19 **WHEREAS**, the City leases the Cemetery to Inland Memorial Cremational and Burial  
20 Society (“Inland Memorial”); and

21 **WHEREAS**, the Lease obligates Inland Memorial to handle the responsibilities originally  
22 given to the Cemetery Commission; and

23 **WHEREAS**, as a result of the Lease, the Cemetery Commission has been inactive for  
24 many years and the City wishes to repeal Ordinance No. 1126 and Code Chapter 2.40 in their  
25 entirety; and

26 **WHEREAS**, by Ordinance No. 0-07-93 *An Ordinance Enacted by the City Council of the*  
27 *City of Colton Establishing a Community Facilities District Commission*, enacted on April 6,  
28 1993, the City Council established the Community Facilities District Commission to recommend  
policies and assist with the annual budget for community facilities districts; and

**WHEREAS**, current Community Facilities District Commission regulations are codified  
in Code Chapter 2.43 *Community Facilities District Commission*; and

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1           **WHEREAS**, the Community Facilities District Commission is indefinitely inactive, its  
2 functions are handled by City Council and City staff, and the City wishes to repeal Ordinance No.  
3 0-07-93 and Code Chapter 2.43 in their entirety; and

4           **WHEREAS**, by Ordinance No. 0-16-02 *An Ordinance of the City of Colton Amending*  
5 *Chapter 2.30 of the City of Colton to Allow the Appointment of Youth Commissioners to City*  
6 *Commissions*, enacted on December 17, 2002, the City Council allowed two youth commissioners  
7 to sit on each City committee; and

8           **WHEREAS**, Ordinance No. 0-16-02 was codified in Section 2.30.020 of the Colton  
9 Municipal Code; and

10           **WHEREAS**, the Colton Youth Board, i.e. all youth commissioners sitting on committees,  
11 is indefinitely inactive and the City now desires to disband the Colton Youth Board and amend  
12 Section 2.30.020 to reflect same; and

13           **WHEREAS**, all prerequisites to the adoption of this ordinance have occurred.

14           **NOW, THEREFORE**, the City Council of the City of Colton, California, does ordain as  
15 follows:

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

19           **SECTION 2.** Repeal of Ordinance No. 1126. Ordinance No. 1126 *An Ordinance*  
20 *Creating a Cemetery Commission in and for the City of Colton and Providing for the Functions*  
21 *of such Commission*, enacted on May 15, 1962, is hereby repealed for the purpose of dissolving  
22 and disbanding the Cemetery Commission.

23           **SECTION 3.** Repeal of Colton Municipal Code Chapter 2.40. Colton Municipal Code  
24 Chapter 2.40 *Cemetery Commission* is hereby repealed for the purpose of dissolving and  
25 disbanding the Cemetery Commission.

26           **SECTION 4.** Repeal of Ordinance No. 0-07-93. Ordinance No. 0-07-93 *An Ordinance*  
27 *Enacted by the City Council of the City of Colton Establishing a Community Facilities District*  
28 *Commission*, enacted on April 6, 1993, is hereby repealed for the purpose of dissolving and  
disbanding the Community Facilities District Commission.

**SECTION 5.** Repeal of Colton Municipal Code Chapter 2.43. Colton Municipal Code  
Chapter 2.43 *Community Facilities District Commission* is hereby repealed for the purpose of  
dissolving and disbanding the Community Facilities District Commission.

**SECTION 6.** Repeal of Ordinance No. 0-16-02. Ordinance No. 0-16-02 *An Ordinance*  
*of the City of Colton Amending Chapter 2.30 of the City of Colton to Allow the Appointment of*  
*Youth Commissioners to City Commissions*, enacted on December 17, 2002, is hereby repealed  
for the purpose of disbanding and dissolving the indefinitely inactive Colton Youth Board.

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**SECTION 7.** Amendment to Colton Municipal Code Section 2.30.020. Code Section 2.30.020 is hereby amended to read as below for the purpose of disbanding and dissolving the indefinitely inactive Colton Youth Board. Additions to Code Section 2.30.020 are underlined. Deletions to Code Chapter 2.48 are ~~stricken~~.

**“2.30.020 - Composition of Commissions and Committees.**

All Commissions and Committees of the City Shall be comprised of seven members appointed on the recommendation of each Councilmember and the Mayor, and ratified by a majority vote of the City Council. ~~The City Council May also appoint up to two Youth Commissioners for each Commission and Committee of the City. The position of Youth Commissioner Shall be advisory only and Shall not vote on any Matters brought before any Commission or Committee. The presence or absence of Youth Commissioners Shall have no effect on the ability of a Commission or Committee to establish a quorum.”~~

**SECTION 8.** Compliance with California Environmental Quality Act. Based on the entire record before the City Council, and all written and oral evidence presented to the City Council, the City Council hereby finds that this ordinance is exempt from review under the California Environmental Quality Act (“CEQA”), pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Article 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

**SECTION 9.** Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

**SECTION 10.** Effective Date. This ordinance shall become effective thirty (30) days after its adoption.

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**SECTION 11. Publication.** The City Clerk shall certify the passage of this Ordinance and shall cause the same to be entered in the book of original ordinances of said City; shall make a minute passage and adoption thereof in the records of the meeting at which time the same is passed and adopted; and shall, within fifteen (15) days after the passage and adoption thereof, cause the same to be published as required by law, in a local newspaper of general circulation and which is hereby designated for that purpose.

**PASSED, APPROVED AND ADOPTED** this 17th day of May, 2016.

\_\_\_\_\_  
Richard A. DeLaRosa, Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Best Best & Krieger LLP  
City Attorney



## STAFF REPORT

DATE: MAY 17, 2016  
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
 FROM: BILL SMITH, CITY MANAGER *BS*  
 PREPARED BY: DAVID X. KOLK, Ph.D., UTILITY DIRECTOR *DK*  
 SUBJECT: CUSTOMER SERVICE KIOSK PROJECT

### RECOMMENDED ACTION

It is recommended that the City Council; (1) approve the five (5) year lease/maintenance contract with DivDat for two (2) payment kiosks in the annual amount \$60,000, in accordance with Colton Municipal Code 3.08.140 (e), (2) approve the one-time development and programming costs for DivDat in the amount of \$9,800, and (3) authorize the City Manager to execute the lease/maintenance contract.

### BACKGROUND

The Customer Services Division of the Colton Electric Department (CED) has been working to implement enhanced customer options for the City of Colton customers. The kiosk project is one of the options identified to provide customers with additional resources to pay their utility bills.

The City currently has various options for its customers to pay their utility bill. These options include the following: Mail payment, 24 hour night drop, online payment, telephone payment, walk-in payment at Larson's Drug Store, and walk-in payment at Colton City Hall. Additionally, the City has two, non-functioning, payment kiosks which offered an unmanned walk-in payment option. One kiosk located at Colton City Hall and one at the Gonzales Community Center. The current kiosks are original purchases from approximately 13 years ago and have been functioning minimally, or not at all, over the last several years. The current kiosks ran on outdated technology and did not accept cash payments. This limited and poor performance of these kiosks has resulted in reduced ability for customers to make utility payments in person at an unmanned on-site location.

The two non-functioning kiosks can be replaced by newer kiosks with up-to-date technology that will not only provide the Customers with an additional payment option during business hours but will also allow the Customers to make in-person payments outside of City business hours. The two kiosks will be placed as follows: one outdoor kiosk at the entrance of City Hall, and one kiosk at the Gonzales Center or the Hutton Center, the exact location is to be determined. The new kiosks would provide customers with the option to make a payment with: cash, check, debit or credit card, and will also provide the customer with real-time account status.

## **ISSUES/ANALYSIS**

Staff contacted three (3) kiosk vendors that are familiar with accepting utility bill payments and requested written proposals to provide the necessary hardware and services required for this project. The proposals were required to include 24/7 support to provide for any post installation maintenance and support issues.

Responses were received from two vendors, CityBase and DivDat. The proposals were evaluated based on project approach, timeline for Colton to be on the firm's project schedule, and each firm's approach to establishing a fee schedule/cost to the City. Both vendors offered no capital outlay expense for the kiosks since they were requested to provide a 24/7 maintenance component.

The proposal from CityBase offered a per transaction fee of \$1.50, which was non-negotiable. The per transaction approach included a minimum transaction amount of \$3,000 per month for both kiosks. A per transaction approach means the fees, paid to City Base, would fluctuate monthly, depending on how much customers utilize the option of payment by the kiosk. This uncertainty may reduce the City's ability to effectively budget for the annual cost for the kiosks.

The Proposal from DivDat offered a flat fee approach, with a flat rate of \$2,500 per month per kiosk. The cost will be the same regardless of number of transactions. Since a kiosk will be located outside of the locked doors, customers will be able to access it and make their payment during non-business hours. Because of this added flexibility, CED anticipates payments made by kiosk to increase significantly as the customers become more aware of the option. Additionally, a flat fee approach allows the City to control the costs associated with the increased flexibility to its customers.

In addition to the evaluation on monthly fees, Staff evaluated both proposals based on each firm's prior experience of providing kiosk payment options for utility companies, the proposed timeline offered for implementation, and the ability to provide 24/7 maintenance. The proposal from DivDat offered a more streamlined and timely approach to implementation, access to 24/7 maintenance for staff, 24/7 customer assistance for users, marketing and training for staff and customers, and demonstrated significant experience in providing kiosk payment options to utility companies. Although CityBase did offer support services for staff and staff training, the enhanced customer service components, offered by DivDat, were not offered by CityBase.

In this instance, an informal bidding process was used, however a Notice Inviting Informal Bids was not issued and instead staff contacted three vendors that are familiar with providing kiosks to accept utility bill payments. The vendors were allowed to submit their written proposals electronically instead of in a sealed envelope.

Based on the comprehensive evaluation of both proposals, staff has determined that the proposal submitted by DivDat is the lowest most responsive and responsible bidder. The annual cost for two (2) kiosks is \$60,000. The total cost for the five (5) year term of the lease/maintenance contract will be \$300,000. Additional kiosks can be added at any time, at additional cost and with future City Council approval.

Colton Municipal Code, Title 3, Chapter 3.08.140, Section (e) allows for the competitive bidding requirement to be waived for non-public projects when the purpose of bidding is otherwise accomplished, and the City Manager determines that it is in the best interest of the City and its administrative operations to dispense with public bidding for non-public projects under this chapter. Prior City Council concurrence with the City Manager's determination shall be required for non-public project purchases over \$100,000."

Staff and the City Manager have determined that it is in the City's best interest to waive the Informal Bidding Process and award the contract to DivDat to provide the payment kiosk services in accordance with Colton Municipal Code 3.08.140 (e), since the purpose of bidding was accomplished through a modified informal competitive bidding and evaluation process.

### **FINANCIAL IMPACT**

Funds for the project are approved and available in the FY15/16 Customer Service Professional Services Expense Account Number 100-6040-6042-2350-0000-000.

### **ALTERNATIVES**

Provide alternative direction to staff.

### **ATTACHMENTS**

DivDat Equipment Lease/Purchase and Service Agreement

# Kiosk Lease and Services Agreement

CONTRACT NUMBER: DDC-2061-COC

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

This Kiosk Lease and Services Agreement (the "*Agreement*") is made and entered into on the Effective Date between Diversified Data Processing & Consulting, Inc. d/b/a DivDat ("*DivDat*"), and the City of Colton ("*Client*"). During the Term of this Agreement, DivDat shall lease the Kiosk(s) and provide the Services to the Client described in the attached Statement of Work in exchange for the Fees described in such Statement of Work. DivDat and Client may be referred to herein collectively as the "Parties."

## TERMS AND CONDITIONS:

This Equipment Lease/Purchase and Services Agreement consists of these Terms and Conditions, as well as any applicable Service Level Agreement ("SLA") and Statement of Work ("SOW"), as set forth in the attached Exhibit(s) or as otherwise agreed upon and executed by DivDat and Client (collectively, this "*Agreement*").

**DEFINITIONS.** The following terms shall have the meaning set forth below.

"*Equipment*" shall have the meaning set forth in the SOW describing the DivDat payment kiosk hardware and software solution.

"*Fees*" shall have the meaning set forth in the SOW.

"*Intellectual Property Rights*" shall mean patent rights (including, without limitation, patent applications and disclosures), copyrights, trademarks, trade secrets, moral rights, know-how, and any other intellectual property rights recognized in any relevant country or jurisdiction in the world.

"*Proprietary Information*" is the confidential and valuable information of the respective parties which the parties desire to protect against disclosure or competitive use and which is either in written form and designated as proprietary or confidential or is disclosed orally and under the circumstances a reasonable person would consider the information confidential. DivDat's Proprietary Information includes, without limitation source code, trade secrets and know-how embodied in the Software, any results of benchmark tests run on the Software, as well as the terms of this Agreement and any fees (including but not limited to the Fees defined above) charged by DivDat to Client.

"*Services*" shall have the meaning set forth on the SOW and the SLA.

"*Software*" shall mean the commercially available computer program, and any related update which may be furnished by DivDat to Client in order to operate the Equipment.

"*Tax(es)*" shall include but not be limited to withholding taxes or royalties, or know-how payments, customs,

privilege, excise, sales, use, value-added and property taxes.

**ORDER OF PRECEDENCE.** The terms of this Agreement shall control with respect to the subject matter described herein; however, if there is a conflict between this Agreement and any Statement of Work, the Statement of Work shall prevail. Any provisions of any document submitted by Client that are in addition to or in conflict with this Agreement shall be void.

**TERM AND TERMINATION.** This Agreement is effective as of the Effective Date and will continue for sixty (60) months from the Effective Date.

**FEES.** Client shall pay to DivDat the Fees in accordance with the terms set forth herein and in any Exhibit, Statement of Work and/or invoice. Fees are not based on actual usage. All amounts payable by Client to DivDat hereunder are exclusive of any sales, use and/or all other Taxes or duties, however designated. Client shall pay any such Taxes, unless Client provides to DivDat an appropriate certificate of exemption from the applicable Tax. For any services rendered outside of DivDat's obligations pursuant to this Agreement, Client shall pay DivDat the then-current applicable charges. If Client requests on-site support and DivDat does not reasonably believe that such support is required to resolve the problem, Client will pay reasonable travel expenses for the DivDat representative, in addition to the applicable time and material charges, irrespective of whether work has been performed.

**PAYMENT.** All payments are due within forty-five (45) days from the date of DivDat's invoice. If DivDat has not received payment within forty-five (45) days after the date of the invoice, interest shall accrue on past due amounts at the rate of one and one-half (1.5%) percent per month, or the maximum rate permitted by law, whichever is lower, calculated from the date such amount was due until the date that payment is received by DivDat. For purposes of this paragraph, Client shall be deemed to have received DivDat's

## Kiosk Lease and Services Agreement

invoice immediately if such invoice is sent electronically, or if sent by regular mail, then three (3) days following such mailing's post-mark date. Client is responsible for reviewing every invoice received by DivDat. If Client believes there is an error on any one or more invoices, Client must inform DivDat of such error in writing within thirty (30) days after the error first appears on the invoice(s). If Client fails to inform DivDat of such error in writing within the time period specified above, DivDat shall not be liable to Client for such error.

**LICENSE.** Upon payment by Client of the Fees as and when they become due, DivDat grants to Client a non-transferable and non-exclusive license to use the Software, subject to the use restrictions set forth in this Agreement and any other restrictions identified by DivDat to Client in writing.

Client may use the Software solely for the purpose of operating the Equipment. Except as expressly provided herein, Client may not copy, modify, market, or distribute the Software or charge fees for use of the Software without DivDat's prior written consent. Client shall not disassemble, decompile, reverse engineer or otherwise examine the code associated with the Software, nor shall it authorize or assist any third party to do so. The license granted herein shall terminate upon the expiration or termination of this Agreement and/or upon the date on which DivDat otherwise ceases to provide the Services to Client.

**LOCATION OF EQUIPMENT.** Client agrees to provide a proper place for the Equipment, which placement is subject to the approval of DivDat. Client will provide access to the installation location and adequate and appropriate electrical and other services for the successful operation of the Equipment (at no charge to DivDat) as more particularly described in the attached Exhibit.

**USE OF SUBCONTRACTORS.** DivDat may subcontract Services to be performed under this Agreement.

**DEFAULT.** If Client does not pay any amounts required under this Agreement promptly when due or is otherwise in breach of any of the other terms of this Agreement, DivDat may exercise the following rights: (1) refuse to provide Services to Client; and/or (2) pursue any and all other rights and remedies available to DivDat in law or in equity. All remedies under this Agreement, at law and in equity are cumulative and non-exclusive.

**DIVDAT PROPERTY.** Subject to the limited rights expressly granted hereunder, the Equipment (except for any Equipment that was purchased and has been fully paid for by

Client), any applicable Software and any enhancements, upgrades or updates to same, and all Intellectual Property Rights therein or relating thereto are and shall remain the exclusive property of DivDat and its licensors. Client may not, without the prior written consent of DivDat, sell, transfer, assign, pledge or in any way encumber or convey or modify, alter or improve the: (1) Equipment or any portion or component of such Equipment unless and until such Equipment has been purchased and fully paid for by Client; and (2) the Software or any portion or component of such Software at any time. In addition, Client agrees not to change, alter, or remove, or permit to be changed, altered, or removed, any insignia, lettering, serial number, or model name on the Equipment and Software. Client shall identify the Equipment conspicuously with a tag, label or marking supplied by DivDat indicating DivDat's ownership. Client shall return the Equipment and Software to DivDat in good order and condition, ordinary wear and tear excepted.

**TRAVEL EXPENSES.** Client shall reimburse DivDat for all reasonable travel costs and expenses relating to travel in connection with the installation of the Equipment and the performance of the Services, including, but not limited to, airfare (coach), food, lodging, land transportation and as further described in any Exhibit.

**LOSS OR DAMAGE.** Unless caused by DivDat or its employees, agents or subcontractors, Client hereby assumes and shall bear the entire risk of loss, theft or destruction of or damage to the Equipment and/or Software for any cause whatsoever (including but not limited to vandalism and/or graffiti), or requisition of the Equipment and/or Software by any government agency, whether or not such loss or damage is covered by insurance. No such loss or damage shall relieve Client of any of its obligations under this Agreement. Client shall immediately notify DivDat of any accident or event of loss or damage involving the Equipment.

**INDEMNITY.** The Parties shall indemnify, defend and hold each other, their owners, officers, agents and employees, harmless from and against any all liabilities, demands, claims suits, losses, damages, causes of action, fines or judgment, including costs, attorney's fees, and expenses incident thereto, for a Party's breach of this Agreement, for injuries to persons and for loss of, damage to, or destruction of property arising out of the use of the Equipment or Software or otherwise in connection with this Agreement, unless such damages are caused solely by the gross negligence or the willful misconduct of a Party, its owners, officers, agents and employees.

**INSURANCE.** Client shall, during the Term of this Agreement, continuously insure the Equipment against such risks or hazards as are customarily insured against by businesses of Client's like size and type, including, but not

## Kiosk Lease and Services Agreement

limited to, loss or damages due to fire or flood, with extended coverage. Such insurance for loss or damage to the Equipment shall name Client and DivDat as insureds thereunder, and shall be at all times maintained in an amount equal to or exceeding the full replacement value of the Equipment. Divdat will maintain the following insurance coverages:

1. Professional liability insurance under a claims made policy with minimum limits of \$2 Million Dollars per occurrence and \$2 Million Dollars annual aggregate. Contractor shall maintain continuity of claims made coverage for at least 3 years following completion of services under this Contract.
2. Workers' Compensation Insurance that meets Michigan statutory requirements.
3. Commercial General Liability Insurance under an occurrence based policy with minimum limits of bodily injury and property damage of \$2 Million Dollars per occurrence and \$2 Million Dollars aggregate.
4. Comprehensive Automobile Liability (including hired and non-owned vehicles) with single limits of \$1 Million Dollars per occurrence.

**HIRING OF DIVDAT EMPLOYEES.** Client agrees that during the Term of this Agreement and for a period of two (2) years thereafter, it will not hire or solicit for hire, directly or indirectly, any employees or contractors of DivDat. Client acknowledges that any violation of this provision will cause such damage to DivDat as may be irreparable or impossible to measure in monetary damages. Accordingly, Client agrees that DivDat shall be entitled to injunctive relief in addition to any other remedy to which DivDat may be entitled.

**PROTECTION OF PROPRIETARY INFORMATION.** Client and DivDat shall each safeguard the other's Proprietary Information in the same manner as they safeguard their own valuable proprietary information. Each of the parties acknowledges that the other's Proprietary Information constitutes such party's valuable proprietary information and trade secrets. Each of the parties expressly acknowledges and agrees that it is entering into this Agreement, and providing the other party copies of its Proprietary Information hereunder, in reliance upon the other's foregoing promise of confidentiality.

The parties shall only disclose or otherwise allow access to the Proprietary Information of the other party, to employees or contractors who (1) have a need to obtain access thereto in order to give effect to the rights granted to Client under this Agreement, and (2) are legally bound to maintain the

proprietary and confidential nature of such materials under a written agreement.

Any provisions herein concerning non disclosure and non use of confidential information of a party shall not apply to any such information which (1) is already rightfully known to the other party when received, (2) is or becomes publicly known through publication or otherwise and through no wrongful act of the other party, (3) is received from a third party without similar restriction and without breach of this Agreement, (4) is approved for release or use by written authorization of the other party, or (5) is required to be disclosed pursuant to any government statute, regulation or order, provided that the receiving party shall advise the disclosing party of such request in time for the disclosing party to apply for legal protection.

**APPROPRIATION OF FUNDS.** Client represents that it is a government agency or instrumentality, and that Client has obtained all requisite approvals and authority to enter into and perform its obligations under this Agreement, including, without limitation, the ability to make the initial payment required to be made hereunder on the date upon which such initial payment becomes due. With respect to any subsequent payments which may be required to be made hereunder in a subsequent fiscal year of the Client, which begins July 1, the parties acknowledge that Client's authority to make such subsequent payments may be contingent upon appropriation to the Client by relevant government agencies or legislative authorities of funds sufficient for such purpose. If such sufficient funds are not appropriated to the Client, either DivDat or Client may terminate this Agreement as of the first day of the applicable subsequent fiscal year of the Client on which such sufficient funds are not available. Notwithstanding the foregoing, Client shall make payment to DivDat for all services for which work has been adequately completed prior to the date of termination. Client agrees: a) not to effect such termination for the purposes of replacing the Equipment and Software with equivalent product(s) supplied by others; b) that the City of Colton will use its reasonable efforts to obtain such sufficient funds by taking all appropriate action to request the appropriation of such funds; and c) to comply with the provisions of this Agreement concerning the discontinuance of use and destruction or return of the Equipment and Software (to the extent Client is in possession of any back-up discs) up to the then unencumbered balance of budgeted appropriations.

**MISCELLANEOUS.** This Agreement shall be governed by and construed according to the laws of the State of California. Client agrees to submit to the non-exclusive jurisdiction of the courts of California for any claims made under this Agreement. Client agrees that all actions arising directly or indirectly out of this Agreement shall be litigated only in the San Bernadino County, California Circuit Court,

## Kiosk Lease and Services Agreement

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and Client hereby irrevocably consents to the personal jurisdiction and venue of these courts. This Agreement constitutes the entire Agreement between the parties and may not be modified except in writing signed by duly authorized officers of DivDat and Client. This Agreement is not assignable by either of the Parties without prior written consent, which shall not be unreasonably withheld.

## Kiosk Lease and Services Agreement

SIGNATURES	
DivDat and Client have executed this Agreement by their duly authorized representatives as of the Effective Date.	
<b>DIVDAT</b>	<b>CLIENT</b>
Signature:	Signature:
Name and Title (printed):	Name and Title (printed):
Address:	Address:
Phone Number:	Phone Number:

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# Kiosk Lease and Services Agreement

## EXHIBIT A

### Service Level Agreement

#### *Kiosk Services*

This Service Level Agreement (SLA) is entered into between DivDat and Client as of the Effective Date of the Agreement between DivDat and Client to which this SLA is attached. The terms of this SLA are incorporated into the Agreement.

1. **General Scope of Services.** DivDat shall perform the following Kiosk Services for and on behalf of the Client described in the attached Statement(s) of Work:

- Manned telephone support
- Monitored email support
- Remote technical assistance
- Remote monitoring and management of kiosk described in the Statement(s) of Work and data center
- Planned or emergency technical support
- Monthly preventative maintenance to Kiosk(s)

2. **Monitoring, Scheduled & Emergency Maintenance.**

- **Monitoring** – DivDat shall remotely monitor and manage: (i) all Kiosks during the Location Owner's (defined in the respective Statement(s) of Work) hours of operation; and (ii) its Data Center and Network Services on a 24-hour / 7 days per week basis. In the event of service outages, DivDat's system alarms shall notify its Technical Support Staff about the problem and the appropriate assessment and corrective actions will be executed. DivDat shall attempt to resolve any outages remotely and if the issue is not capable of being resolved remotely, in DivDat's discretion, DivDat will send a field technician assistant to the Owner Location.
- **Scheduled Maintenance** – DivDat shall perform quarterly preventative maintenance on all Kiosks. Preventative maintenance may take 15-20 minutes and will require the technician to place the Kiosk in an "out of order" status until complete. DivDat shall schedule the preventative maintenance with the Location Owner and shall provide the Client with prior notice for any planned outages of the Kiosk(s) being affected.
- **Emergency Maintenance** - When emergency maintenance is required, DivDat will promptly notify the Client and arrange a solution that minimizes the impact on the users. An email will be sent to the Client's designated support contact. The Client shall provide DivDat's project manager the name and contact information of the Client's primary support contact for emergencies.

3. **Availability.** DivDat's support availability is as follows:

- **Technical Support.** DivDat's Technical Support Call Center can be reached during Location Owner's hours of operation. DivDat's technical representative responding to the call will assign a Priority (described in Section 5 below) and will attempt to rectify the problem while on the phone. Phone calls received by DivDat's technical support outside of the hours designated above will be returned the next day.
  - There will be a technical support phone number printed on each Kiosk for its Users. For Kiosks serving more than one biller, the User shall have the option to choose the applicable biller through an automated voice system, which will connect the User with a DivDat technical support staff member. Any calls regarding User inquiries relating to an

## Kiosk Lease and Services Agreement

account balance or other account information will be forwarded by the technical support staff member to the Client.

- Client will be provided with a technical support phone number to transfer calls from Users requiring technical support.
- **Business Support.** Business Support (including but not limited to reconciliation of any accounts) is available Monday – Friday, 9am to 5pm Eastern Time via email (*support@divdat.com*) or the DivDat corporate business number: 1-800-356-8561. This is a nonemergency and nontechnical support option to assist with treasury or business needs. Emails received outside of office hours will be collected; however, responses to any such emails will be taken until the next business day.
- **Onsite Support.** Onsite field technician assistance is provided for any hardware problems relating to a Kiosk, typically within 4 hours during the Location Owner's hours of operation. In the event the 4 hour response time falls outside of the Location's hours of operation, the 4 hour response time will carry over to the next day that the Location Owner is open for business.

4. **Mean Time to Repair Kiosk (MTTR).** DivDat shall use reasonable efforts to maintain Kiosk operability. In the event there is an issue with the operability of any Kiosk, DivDat shall use reasonable efforts to restore customer services in a timely manner. In the event that it is necessary to dispatch a DivDat field service technician to the Location, DivDat shall use reasonable efforts to achieve a Mean Time to Repair (MTTR) as follows:

- Response time of acknowledgement of request for support from the Client is within 30 minutes.
- Response time (MTTR) for field technician to be onsite for initial inspection of the Kiosk support request is up to 4 hours.
- This MTTR is contingent on DivDat having prompt access to the Kiosk location.

5. **Problem Classification & Notification.** Problems and service requests are recorded in the DivDat support system and are evaluated by DivDat personnel according to the following levels of severity:

- **Priority 1 – URGENT:** Complete service interruption (i.e. data center / payment gateway outage over 15 consecutive minutes and payments cannot be processed). A service is considered "unavailable" and defined as Priority 1 Urgent if network communication from the Kiosk to DivDat's data center fails for over 15 consecutive minutes and the Kiosk is completely inoperable. Interruption does not include problems related to the customer's local area network (LAN) or any service failure caused by power outages at the Location or for any other reason outside of DivDat's control.
- **Priority 2 – MEDIUM:** Service degradation or preventable service outage (i.e. bill acceptor not functioning on Kiosk).
- **Priority 3 – LOW:** Information request or minor service degradation (i.e. Kiosk application displays a misspelling).

Problems may be re-classified in priority levels as new information about the problem becomes available.

## Kiosk Lease and Services Agreement

6. **Response Times.** DivDat shall respond in the following manner:

- Priority 1 – URGENT: DivDat will attempt restoration of service within 24 hours or less.
- Priority 2 – MEDIUM: DivDat will attempt resolution of the issue in 72 hours or less.
- Priority 3 – LOW: DivDat will use its best efforts to resolve.

7. **Problem Notification.** Before calling the Technical Support Call Center, please have the following information available so that your call can be handled more efficiently (A technical support number for the general public will be added to the Kiosk(s) that is/are licensed. The number when called will provide options and instructions.):

- Company Name
- Name of Caller
- Location of problem
- Type of Problem
- A detailed description of the nature of the call

8. **Communication & Notification Procedures.** DivDat's communication and notification procedures are as follows:

- Priority 1 Client Notification - DivDat will send a communication notification to the Client for all Priority 1 support items within 1 hour of reported issue once the issue has been qualified by the DivDat support team.
- Priority 1 Public User Notification - In the event the Kiosk is not operable due to a Priority 1 issue, a public notification will be displayed on the Kiosk immediately with information pertaining to the issue.
- Priority 2 Client Notification - DivDat will send a communication notification to the Client for all Priority 2 support items within 1 hour of reported issue once the issue has been qualified by the DivDat support team.
- Priority 2 Public User Notification - In the event the Kiosk is not operable a public notification will be displayed on the Kiosk immediately with information pertaining to the issue.
- Priority 3 Client Notification - DivDat will send communication notifications to the Client for all Priority 3 support items within 24 hours of reported issue once the issue has been qualified by the DivDat support team.
- Priority 3 Public User Notification - In the event the Kiosk is not operable due to a Priority 3 issue, a public notification may be displayed on the Kiosk with information pertaining to the issue. The notification and details will be at the discretion of DivDat and can be coordinated with the Client.

9. **Disaster Recovery & Data Backup.** DivDat shall utilize: (a) VMware's advanced virtualization technology in connection with the provision of Services described herein; (b) a production environment infrastructure which shall be centrally located in a secured rack location at a Network Operations Center managed by DivDat's Internet Service Provider; and (c) Veeam's Backup and Replication software package. DivDat does not currently offer off-site disaster recovery services for its Services; however, DivDat may, upon the mutual consent of DivDat and Client, develop a disaster recovery plan for Client pursuant to terms and conditions of a separate agreement that is acceptable to both parties.

## Kiosk Lease and Services Agreement

10. **Security.** DivDat shall use all reasonable efforts to provide a secure environment for the Services and shall utilize a corporate information security policy with its staff members. DivDat shall only permit access to the DivDat Data Center and equipment rooms to authorized operators and system administrators.

11. **Review and Update of the Kiosk Services.** This Exhibit is subject to change by DivDat upon the mutual written consent of the Parties.

SIGNATURES	
DivDat and Client have executed this Service Level Agreement by their duly authorized representatives as of the Effective Date described in the Kiosk Lease and Services Agreement.	
<b>DIVDAT</b>	<b>CLIENT</b>
Signature:	Signature:
Name and Title (printed):	Name and Title (printed):
Address:	Address:
Phone Number:	Phone Number:

# Kiosk Lease and Services Agreement

## EXHIBIT B

### Statement of Work

#### Introduction/Background

DivDat will work with City of Colton to provide the development and integration needed to run an innovative, real-time reliable and easy-to-use self-service kiosk solution on City of Colton property (the "Kiosk Project"). The DivDat kiosk is a turnkey solution including installation, remote management, monitoring and maintenance of the kiosk hardware (the "Equipment"), software and payments. The DivDat kiosk accepts various payment methods including cash, check and debit/credit cards. Our operation is nationwide and capable of deployment in any area. We are committed to providing exemplary service from implementation and development through marketing to your customers.

#### Scope of Work

The scope of work for the Kiosk Project includes all planning, execution, implementation, and training for a new kiosk solution for City of Colton. Each stage of the project will require approval from City of Colton before moving on to the next stage. DivDat ensures it has adequate resources for designing, building, testing, and implementing the kiosk project. Specific deliverables and milestones will be listed in the Work Requirements and Schedules and Milestones sections of this SOW.

#### Period of Performance

The standard period of performance for the Kiosk Project is 10 – 14 weeks; this will depend on the level of involvement at City of Colton. However, DivDat understands the City's desire for a quicker implementation and that can be accomplished with a commitment from the City of Colton. Any delays or deviation from the work requirements listed below may require contract modifications and an increase in the cost of the project.

#### Place of Performance

DivDat will perform the work for the kiosk project at its own facility. DivDat will have a scheduled call with City of Colton once per week (day and time TBD) for a weekly status meeting. Additionally, all kiosk testing will need to be done at a production ready kiosk set up in a test environment.

#### Work Requirements

As part of the Kiosk Project, DivDat will be responsible for performing tasks throughout various stages of this project. The following is a list of these tasks which will result in the successful completion of this project. The project will initiate upon receipt of the following:

- 1.) Defined the kiosk types and locations:
  - A New Sole Proprietor Kiosk (City of Colton is the only biller):
    - At which City of Colton location?
- 2.) Fully defined API which includes the following:
  - The URL and how DivDat will access the link (post, add as a web service, encryption, etc.)
  - Defines variables required for the account look up call including: key field (i.e. account number), name/address combination and scan bill.
  - Defines the return account object for fields to display on the kiosk including: account number, account name, due date, account message flags, etc. This will vary based on City of Colton defined business rules.
  - Defines the variables required for the payment update call including: key field (i.e. account number), payment amount, method of payment, etc. This will vary based on City of Colton defined business rules.

## Kiosk Lease and Services Agreement

- Defines the return payment update object including: successful update flag, receipt messages, remaining balance, etc. This will vary based on City of Colton defined business rules.
- 3.) Test account data for validation of all client defined business rules
  - 4.) Sample production bill payment coupons for the bill scan
  - 5.) Custom branding elements including:
    - Logo Graphic File (preferably in .png format)
    - Background Image (1280 x 1024 in .png format)
    - Color Codes (in RGB format)
    - Payment Terms and Conditions
    - Payment methods accepted
  - 6.) Merchant IDs for credit card and check/ACH processing

Upon receipt of the previously listed 6 items above, the timeline will start for the following stages in order to connect City of Colton services to retrieve account level information and return payment information.

### Stage 1 – Define Business Rules for the following:

- Account look up methods
  - Key field, up to 2 (i.e. Account number, customer number, phone number)
  - Name and Address
  - Scan Bill
- Account return object
  - Return single account or multiple accounts
  - Display fields
  - Define account message flags
- Payment update return object
  - City of Colton defined receipt display fields
  - Successful payment post status flag
- Remittance file processing
  - Batch close time
  - File format/layout
  - Processing schedule
  - File transfer protocol

### Stage 1 - DivDat Assumptions for City of Colton Solution

- City of Colton Advanced CIS Infinity API can support look up by the following methods:
  - Key field
  - Name and Address
  - Scan Bill – OCR Line
- City of Colton Advanced CIS Infinity API account return object will contain all required account display fields and account message flags
- City of Colton Advanced CIS Infinity API can support a payment update post for cash, credit card and check/ach payments
- City of Colton Advanced CIS Infinity API will return a successful payment post status flag and City of Colton defined display fields
- City of Colton will provide a defined file format for a batch remittance file
- City of Colton will provide production bill payment coupons for configuring bill scan functionality based on OCR line format

# Kiosk Lease and Services Agreement

## Stage 2 – System Integration/Development Effort

- Kiosk Application
  - Establish connection to City of Colton test service
  - Build the request object for each call defined in the service based on business rules
  - Validate the response object for each call ensuring they fulfill the defined business rules
  - Integrate the response object with DivDat kiosk service
  - Enable payment processing
- Payment Post Application
  - Develop payment post update application to monitor failed payment posts and reattempt until successful
- Remittance File Application
  - Develop remittance file processing application

## Stage 2 - DivDat Assumptions for City of Colton Solution

- DivDat will integrate to the City of Colton API which is defined as a SOAP based web service that integrates to the Advanced CIS Infinity application.
- DivDat will authenticate to the City of Colton Advanced CIS Infinity API using HTTPS key pairs.
- The City of Colton Advanced CIS Infinity API will be fully defined and ready to integrate to the DivDat kiosk service
- City of Colton will authorize Advanced CIS Infinity to modify the AccountInfo and PostPayment calls. Enabling account look-up by service address and posting of cash payments.
- City of Colton will provide a test environment for the API
- City of Colton will retrieve batch remittance files from the DivDat secure FTP

## Stage 3 – Application Configuration/Database Setup

- Configure City of Colton merchant id in DivDat payment gateway
- Configure City of Colton branding screen elements
- Configure screen content
- Configure for multi language
- Configure DivDat kiosk application report
- Setup City of Colton specific data elements in the kiosk database

## Stage 3 - DivDat Assumptions for City of Colton Solution

- City of Colton will establish merchant ids with DivDat approved merchant processors: Card Connect and T-Tech
- City of Colton will provide all required branding elements

## Stage 4 – System Testing and UAT

- DivDat (to take place at DivDat)
  - Manual unit testing
    - Validate the response object for each call ensuring they fulfill the defined business rules
  - Kiosk unit testing
    - Validate logical screen flow and City of Colton defined content
    - Run user stories to validate City of Colton defined business rules for all account types
    - Validate payment processing
    - Validate payment post and reattempt process
    - Validate remittance file processing and file transfer
- City of Colton - to take place at a physical kiosk
  - End-to-End system testing
    - Validate account details displayed on screen
    - Validate payment update posting to backend billing systems
    - Validate remittance file format

# Kiosk Lease and Services Agreement

- UAT
  - Validate logical screen flow and City of Colton defined content
  - Run user stories to validate City of Colton defined business rules for all account types
  - City of Colton defined UAT processes

## Stage 4 - DivDat Assumptions for City of Colton Solution

- City of Colton will provide a test environment and accounts for validation of all business rules and account types
- City of Colton will participate in defining the user stories to validate defined business rules
- City of Colton will assign resources to conduct End-to-End and UAT testing

## **Stage 5 – Training**

- Application Business Rules & Reconciliation Processes
  - Operational Processes - scheduled tasks for batch close and remittance processing
  - DivDat Kiosk CashLINC Transaction Report
  - Merchant Portals (CardConnect and T-Tech)

## Stage 5 - DivDat Assumptions for City of Colton Solution

- Training will be conducted by DivDat via webinar

## **Stage 6 - Go-Live / Customer Launch**

- Complete End-to-End Go-Live Check List
  - Establish connection to City of Colton production service
  - Successfully process credit card and check/ach payments to confirm settlement of funds

## Stage 6 - DivDat Assumptions for City of Colton Solution

- City of Colton will provide a production API a minimum of 2 weeks prior to scheduled go-live
- City of Colton will provide designated account(s) for processing payments to confirm settlement of funds

## **Schedule/Milestones**

The below list consists of the initial milestones identified for the Kiosk Project (as mentioned earlier DivDat understands the City's desire for a quicker implementation and that can be accomplished with a commitment from the City of Colton) :

Stage 1 – Define Business Rules	1 – 2 Weeks (may require multiple sessions)
Stage 2 – System Integration/Development	3 – 4 Weeks
Stage 3 – Application Configuration/Database Setup	1 – 2 Weeks
Stage 4 – System Testing and UAT	2 Weeks
Stage 5 – Kiosk Delivery & Installation	1 Week
Stage 6 – Training	2 Weeks
Stage 7 – Go-Live/Customer Launch	1 Week
Project Completion Review	Date TBD

## **Acceptance Criteria**

The acceptance of all deliverables will reside with City of Colton Project Sponsor. City of Colton will designate appropriate resources to ensure the completeness of each stage of the project and that the scope of work has been met. Once a project stage is completed, DivDat will provide a report/presentation for review and approval. The City of Colton Project Sponsor will either sign off on the approval for the next stage to begin or advise what tasks must still be accomplished.

## Kiosk Lease and Services Agreement

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Once all project tasks have been completed, DivDat will provide a project closure report and go-live checklist to City of Colton Project Sponsor. The acceptance of this documentation by City of Colton will acknowledge acceptance of all project deliverables and that DivDat has met the requirements for all assigned tasks. Any discrepancies involving completion of project tasks or disagreement between City of Colton and DivDat will be referred to both organizations' contracting offices for review and discussion. The following Acceptance Criteria will be used to determine acceptance of all deliverables for the kiosk project.

- User can look-up their account by entering a Key Field (i.e. Account Number, Customer Number).
- User can look-up their account by entering a combination of Name and Address.
- User can look-up their account by scanning their bill payment coupon.
- Kiosk will display User account detail.
- Kiosk will display User account message(s).
- Kiosk will allow User to enter payment amount based on business rules.
- Kiosk will display payment methods allowed on the User account.
- Kiosk will allow User to pay by Cash.
- Kiosk will allow User to pay by Credit Card.
- Kiosk will allow User to pay by Check.
- Kiosk will not allow User to pay by Check if account is ACH Restricted.
- Kiosk will display receipt delivery methods.
- Kiosk will allow User to print receipt.
- Kiosk will allow User to email receipt.
- Kiosk will process payment and display either Approve or Decline response.
- Kiosk will allow User to reattempt payment for a Decline response.
- Kiosk will deliver payment receipt based on selected delivery method.
- Kiosk will send payment post update.
- Kiosk will reattempt payment post update until successful.

# Kiosk Lease and Services Agreement

## Pricing

Description	Pricing
<p><b><u>One Time Implementation:</u></b></p> <ul style="list-style-type: none"> <li>- Define Business Rules</li> <li>- System Integration/Development</li> <li>- Application Configuration/Database Setup</li> <li>- System Testing and UAT</li> <li>- Training</li> <li>- Go-Live/Customer Launch</li> <li>- Project Management and IT Resources</li> </ul>	<p><b><u>One Time Implementation:</u></b></p> <p>\$9,800</p> <ul style="list-style-type: none"> <li>- 50% Due prior to the start of Stage 1</li> <li>- Remaining 50% due upon completion of UAT</li> </ul>
<p><b><u>Monthly Fee Includes The Following:</u></b></p> <ul style="list-style-type: none"> <li>➤ Unlimited Transactions</li> <li>➤ All Hardware Including: Kiosk With 5 Devices: Cash Acceptor, Credit Card Reader, Check Scanner, Bill Stub Scanner, Receipt Printer. Kaba Mas Safe Lock. 1 Extra Cassette</li> <li>➤ Hardware Freight And Installation</li> <li>➤ Hardware Equipment Upgrades</li> <li>➤ Hardware Equipment Quarterly Preventative Maintenance</li> <li>➤ Hardware Equipment Repair And Replacement With Onsite Field Technician (10 Hours A Day, 7 Days A Week, 4 Hour Response Time)</li> <li>➤ Systems Monitoring And Remote Maintenance 24-Hour / 7 Days Per Week</li> <li>➤ Technical Support Call Center <b>For You</b> 24 Hour / 7 Days Per Week</li> <li>➤ Technical Support Call Center <b>For Your Customer</b> During Kiosk Hours Of Operation</li> <li>➤ A Single Dedicated Resource/Contact For You</li> <li>➤ Hardwired Connection</li> <li>➤ Insurance</li> <li>➤ All Taxes (Sales &amp; Personal Property)</li> <li>➤ Real Time Reporting Online</li> <li>➤ Application Hosting</li> <li>➤ Software Licensing Fee</li> <li>➤ Exterior Kiosk Branding To Ensure Consumer Recognition</li> <li>➤ Branded Signage Surrounding The Kiosk To Ensure Consumer Recognition</li> <li>➤ Consumables (Receipt Paper)</li> <li>➤ Kiosk Marketing Awareness Campaign</li> <li>➤ A DivDat Provided Kiosk Expert Greeter On Site As An Optional Add-On</li> </ul>	<p><b><u>Monthly Fee:</u></b></p> <p>\$2,500/kiosk/month</p> <p>Pricing is based on a 60 month agreement.</p>

## Kiosk Lease and Services Agreement

SIGNATURES	
DivDat and Client have executed this Statement of Work by their duly authorized representatives as of the Effective Date described in the Kiosk Lease and Services Agreement.	
<b>DIVDAT</b>	<b>CLIENT</b>
Signature:	Signature:
Name and Title (printed):	Name and Title (printed):
Address:	Address:
Phone Number:	Phone Number:

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## STAFF REPORT

DATE: MAY 17, 2016  
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
 FROM: BILL SMITH, CITY MANAGER *BS*  
 PREPARED BY: MARK TOMICH, DEVELOPMENT SERVICES DIRECTOR *MT*  
 SUBJECT: AWARD OF SHORT FORM CONSTRUCTION AGREEMENT FOR HABITAT CONSERVATION FENCING TO ELROD FENCE COMPANY

### RECOMMENDED ACTION

It is recommended that the City Council authorize the City Manager to execute the award of the attached Short Form Construction Agreement for habitat conservation fencing to Elrod Fence Company, in the amount of \$66,402.

### BACKGROUND

On February 3, 2015, the City Council approved the West Valley Habitat Conservation Plan ("HCP") which provides for the conservation of 50.3 acres of Delhi Sands Flower-loving Fly habitat in exchange for development rights on other Fly habitat. Subsequently, on May 5, 2015, the City Council approved a MOU between the City and the Riverside Land Conservancy ("RLC"), which commits the City to offer and RLC to accept, under specified criteria, a Conservation Easement with respect to parcels identified in the adopted HCP. Specified criteria include fencing of the habitat parcels and removal of debris.

The first parcel in process for acceptance by the RLC is HCP Parcel No. 97, a 7-acre parcel located at the southeast corner of the Hermosa Gardens Cemetery. On March 31, 2016, the City issued a Notice Inviting Informal Bids to fence contractors to install fencing around the 7-acre Cemetery parcel (Attachment 1). The bid specifications included chain link fencing along three sides of the parcel, and for aesthetic reasons, wrought iron fencing along the C Street side of the parcel.

### ISSUES/ANALYSIS

The City received six bids in response to the Notice Inviting Informal Bids, as follows:

- Elrod Fence Company: \$45,842
- A&A Fence Company: \$52,055
- Ferreira Construction Company: \$63,935

- Team West Contracting: \$92,240
- IVL Contractors: \$98,880
- Ace Fence Company: \$116,500

Staff initiated contract negotiations with the lowest bidder, Elrod Fence Company. Due to minor changes requested in the project specifications (i.e., addition of a 12-foot wide swing gate for truck access, extending the wrought iron fence 300 feet to the west as a replacement for deteriorated chain link cemetery fencing along C Street, and minor changes to iron rail specifications to accommodate topographical variations). The changes requested by staff bring the contract total to \$66,402.

### **FISCAL IMPACTS**

The full amount of the \$66,402 cost of construction services is budgeted and is available in the Professional Services Account No. 100-6300-6301-2350.

### **ALTERNATIVES**

1. Direct that bid alternative be selected (i.e., black vinyl covered chain link along C Street), in which case the construction contract would total \$40,292.
2. Provide alternative direction to staff.

### **ATTACHMENTS**

1. Notice Inviting Informal Bids
2. Short Form Construction Agreement with Elrod Fence Company
3. Received Bids

## NOTICE INVITING INFORMAL BIDS

### FENCING OF 7-ACRE HABITAT CONSERVATION SITE

**Issue Date: March 24, 2016**

The City of Colton Development Services Department is soliciting informal bids from fence contractors to install chain link and wrought iron fencing surrounding a 7-acre parcel located in the Hermosa Gardens Cemetery in the City of Colton.

Proposals **must** be received by the **Development Services Department (Attn: Mark Tomich), 659 N. La Cadena Drive, Colton, CA 92324, no later than 3:00 P.M., April 14, 2016.**

Described below are the proposed scope of work of the requested proposal and information pertinent to the project.

#### **Project Description:**

FENCE PERIMETER OF 7-ACRE HABITAT CONSERVATION PROPERTY WITHIN THE HERMOSA GARDENS CEMETERY IN THE CITY OF COLTON AS FOLLOWS:

- 3 SIDES OF PROPERTY: APPROXIMATELY 1,844 LINEAR FEET OF CHAIN LINK FENCE (6' TALL; 2" X 9GA; TOP RAIL, BOTTOM TENSION WIRE, 12"x24" CONCRETE FOOTINGS)
- ONE SIDE OF PROPERTY: APPROXIMATELY 420 LINEAR FEET OF WROUGHT IRON (STEEL) FENCE (6' TALL, TOP & BOTTOM RAILS, 1" X 16GA PICKETS ON 6" CENTERS, 3" X 11GA POSTS, 12" X 24: CONCRETE FOOTINGS, POWDER COATED BLACK)
  - BIDS SHALL INCLUDE THE FOLLOWING ALTERNATIVE TO WROUGHT IRON: 430 LINEAR FEET OF VINYL-COATED CHAIN LINK (BLACK).

ALL FENCING SHALL INCLUDE A MINIMUM 10-YEAR WARRANTY FOR DEFECTS, RUST OR DETERIORATION DUE TO NORMAL WEATHER CONDITIONS.

NOTE: the description stated is to provide bidders with an approximate scope of work for the project and it is the bidder's sole responsibility to accurately and completely determine the amount of material and labor necessary to complete the work. No additional costs or time delays will be considered by the City for bidder's inaccurate determinations.

**For any information on the project and JOB WALK please contact Mark Tomich at (909) 370-5185 or e-mail: [mtomich@coltonca.com](mailto:mtomich@coltonca.com)**

#### **Contractor License**

Each bidder shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following appropriate classification(s) of contractor's license(s), for the work bid upon, and must maintain the license(s) throughout the duration of the Contract: Bidders shall possess the following California Contractor's license in order to perform the Work of this Project: **Class "A", "B" or a letter from Contractor's Licensing Board** outlining the combination of licenses necessary to perform all the work at the time the bid is submitted to the City.

**Other Requirements:**

1. Prevailing wage/certified payroll.
2. Payment, material and performance bond.
3. Liability insurance (see below).

**Insurance requirements:**

\* City of Colton Professional Liability Insurance Requirements is as follows:

- 1- General Liability each occurrence set at \$1,000,000 and general aggregate set at \$2,000,000.
- 2- Additionally Insured Endorsement naming the City of Colton as Additionally Insured with primary and non-contributory wording.
- 3- Automobile Policy with combined Single Limit of 1,000,000.
- 4- Automobile additionally insured endorsement naming the City of Colton as Additionally Insured.
- 5- Workers Compensation set at \$1,000,000.
- 6- Waiver of Subrogation for Workers Compensation
- 7- Professional Services Liability: Please include declaration page for policy

**Attachments:**

1. Aerial Photo – Hermosa Gardens Cemetery with Subject Site
2. Aerial Photo – Subject Site
3. Survey Exhibit of Subject Site
4. City of Colton Model Contract





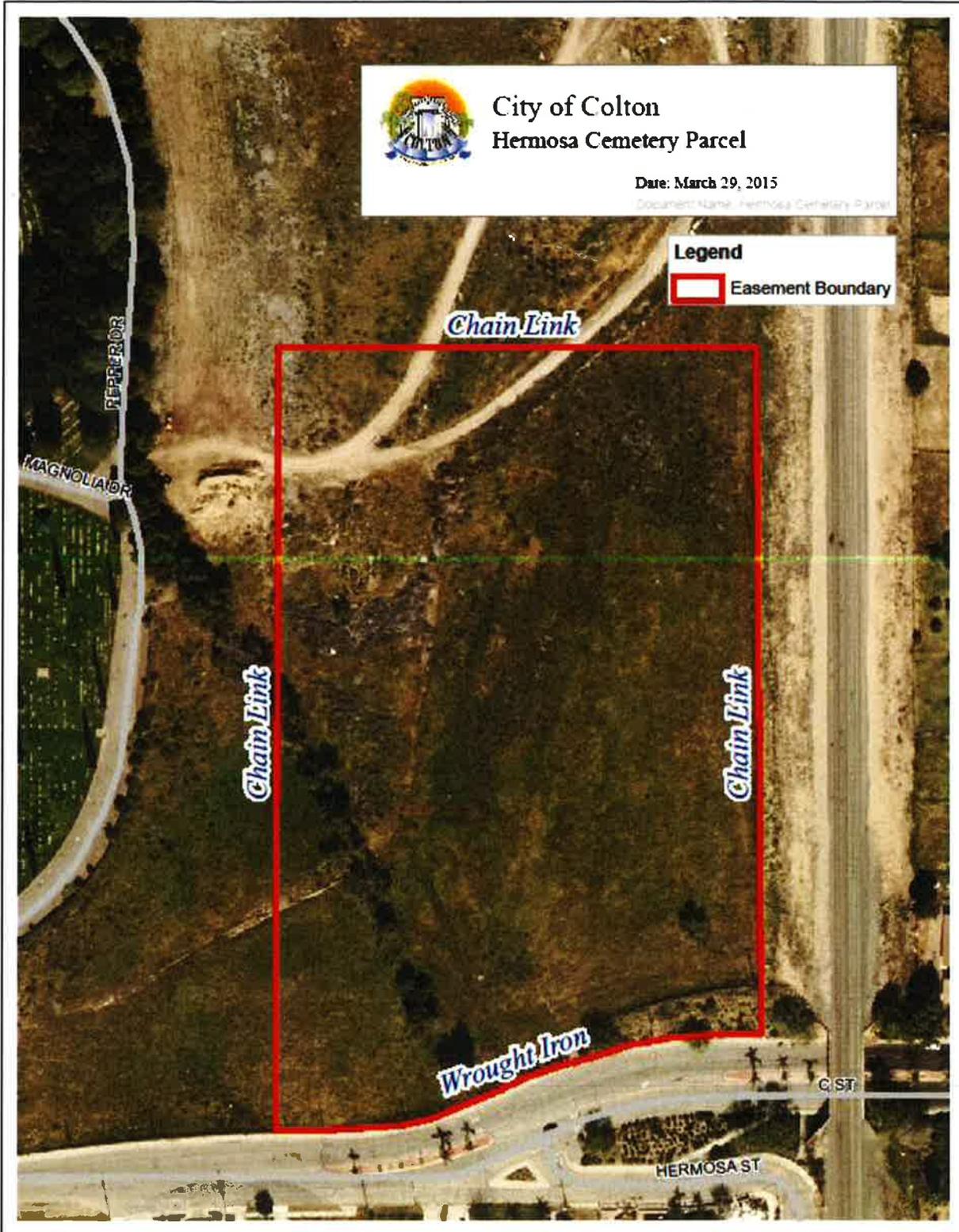
City of Colton  
Hermosa Cemetery Parcel

Date: March 29, 2015

Document Name: Hermosa Cemetery Parcel

Legend

 Easement Boundary





**CITY OF COLTON  
SHORT-FORM CONSTRUCTION CONTRACT**

**FENCING OF 7-ACRE HABITAT CONSERVATION SITE  
HERMOSA GARDENS CEMETERY**

**1. PARTIES AND DATE.**

This Contract is made and entered into this 17<sup>th</sup> day of May, 2016 by and between the City of Colton, a municipal organization organized under the laws of the State of California with its principal place of business at 650 North La Cadena Drive, Colton, California 92324 (“City”) and Elrod Fence Company, a Corporation with its principal place of business at 6459 Mission Blvd., Riverside, CA 92509 (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Contract.

**2. RECITALS.**

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

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of certain construction services required by the City on the terms and conditions set forth in this Contract. Contractor represents that it is experienced in providing fencing construction services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California, and that is familiar with the plans of City.

2.3 Project. City desires to engage Contractor to render such services for the fencing of a 7-acre habitat conservation site within the Hermosa Gardens Cemetery Project (“Project”) as set forth in this Contract.

2.4 Project Documents & Certifications. Contractor has obtained, and delivers concurrently herewith, PERFORMANCE BOND or other acceptable security, PAYMENT BOND, and INSURANCE DOCUMENTS as required by the Contract.

**3. TERMS.**

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

- A. Plans and Specifications/Scope of Work
- B. Special Conditions
- C. Certification – Labor Code Section 1861.

3.2 Contractor's Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the Owner all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Project, including all structures and facilities necessary for the Project or described in the Contract (hereinafter sometimes referred to as the "Work"), for a Total Contract Price as specified pursuant to this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents, as well as the exhibits attached hereto and incorporated herein by reference. The plans and specifications for the Work are further described in Exhibit "A" attached hereto and incorporated herein by this reference. Special conditions, if any, relating to the Work are described in Exhibit "B" attached hereto and incorporated herein by this reference.

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

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

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

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

lifecycle cost of the requested substituted “or equal” material, process or article. Failure to submit all the required substantiating data, including the signed affidavit, to the City in a timely fashion will result in the rejection of the proposed substitution.

Contractor shall bear all of the City’s costs associated with the review of substitution requests. Contractor shall be responsible for all costs related to a substituted “or equal” material, process or article. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code section 3400.

3.3 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Work under this Contract **within 30 days**, beginning the effective date of the Notice to Proceed (“Contract Time”). Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed by the City. Such schedules or milestones may be included as part of Exhibits “A” or “B” attached hereto, or may be provided separately in writing to Contractor. Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages the sum of **One-Hundred dollars (\$100.00) per day** for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule or Project milestones established pursuant to the Contract.

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

3.5 Control and Payment of Subordinates; Contractual Relationship. City retains Contractor on an independent contractor basis and Contractor is not an employee of City. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor’s exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor shall be responsible for all reports and

obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.6 City's Basic Obligation. City agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the City shall pay to Contractor, as full consideration for the satisfactory performance by Contractor of the services and obligations required by this Contract, the above referenced compensation in accordance with compensation provisions set forth in the Contract.

3.7 Compensation and Payment.

3.7.1 Amount of Compensation. As consideration for performance of the Work required herein, City agrees to pay Contractor the Total Contract Price of **Sixty-Six Thousand Four-Hundred and Two Dollars (\$66,402)** ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the City.

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

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

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

3.7.5 Other Retentions. In addition to Contract retentions, the City may deduct from each progress payment an amount necessary to protect City from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the City in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by City during the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Contract; and (11) any other sums which the City is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

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

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

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

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

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

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

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

### 3.8 Performance of Work; Jobsite Obligations.

#### 3.8.1 Water Quality Management and Compliance.

3.8.1.1 Water Quality Management and Compliance. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

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

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

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

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

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

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

3.8.2 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and life saving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

3.8.3 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and

regulations in connection with Work. If Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the City in writing. Any necessary changes shall be made by written change order. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

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

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

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

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

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

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

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

### 3.10 Claims; Government Code Claim Compliance.

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

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

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

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

### 3.12 Indemnification.

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

3.12.2 Additional Indemnity Obligations. Contractor shall defend, with Counsel of City's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.12.1 that may be brought or instituted against City or its directors, officials, officers, employees, volunteers and agents. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Contract and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

### 3.13 Insurance.

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

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

3.13.2.1 Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; and (4) *Builders'/All Risk*: Builders'/All Risk insurance covering for all risks of loss, including explosion, collapse, underground excavation and removal of lateral support (and including earthquakes and floods if requested by the City).

3.13.2.2 Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used including, but not limited to, form CG 2503, either the general

aggregate limit shall apply separately to this Contract/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; (3) *Workers' Compensation and Employer's Liability*: Workers' compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease; and (4) *Builders'/All Risk*: Completed value of the project.

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

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

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

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

3.13.3.4 All Coverages. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents and volunteers.

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

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

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

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

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

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

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

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

### 3.14 Bond Requirements.

3.14.1 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "B" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Contract a Payment Bond in an amount

required by the City and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the City.

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

3.14.2.1 Security Deposit. Contractor may, in lieu of providing a performance bond, deposit cash with the City in an amount equal to 100% of the required bond amount. The cash deposit shall serve the same purpose as the performance bond and shall be construed to provide the same security as a performance bond. The cash deposit shall guarantee Contractor’s faithful performance of all obligations under this Contract. In the event of any default by Contractor, City shall have a right to draw on the funds to cure the default, complete the project or portions of the project, or to compensate City for any amounts due the City under the Contract, including but not limited to liquidated damages, back charges, and reasonable attorney’s fees and costs, if applicable. If the Contractor performs all of the covenants, conditions and agreements in this Contract, and any alteration thereof, and faithfully fulfills all obligations, then the security or any remaining portion of the security shall be returned to Contractor.

3.14.3 Bond Provisions. Should, in City’s sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within (ten) 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, Contractor shall, upon request of the City, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. If Contractor fails to furnish any required bond, the City may terminate the Contract for cause.

3.14.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.15 Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work,

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

### 3.16 Employee/Labor Certifications.

3.16.1 Employment Eligibility; Contractor. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Contract, and shall not violate any such law at any time during the term of the Contract. Contractor shall avoid any violation of any such law during the term of this Contract by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.16 or any of its sub-sections.

3.16.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Contract to make the same verifications and comply with all requirements and restrictions provided for in Section 3.16.1.

3.16.3 Employment Eligibility; Failure to Comply. Each person executing this Contract on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Contract for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.16.1 or 3.16.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.16.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

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

3.16.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

### 3.17 General Provisions.

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

3.17.2 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the City ("Contractor's Representative"). Following approval by the City, Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Contract. Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all construction means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract. Contractor's Representative shall

devote full time to the Project and either he or his designee, who shall be acceptable to the City, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the City, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the City's written approval.

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

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

3.17.5 Anti-Trust Claims. This provision shall be operative if this Contract is applicable to California Public Contract Code Section 7103.5. In entering into this Contract to supply goods, services or materials, Contractor hereby offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the City tender final payment to Contractor, without further acknowledgment by the Parties.

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

**Contractor:**

Elrod Fence Company  
6459 Mission Blvd.  
Riverside, CA 92509  
Attn: Brian Elrod

**City:**

City of Colton  
650 North La Cadena Drive  
Colton, California 92324  
Attn: Mark Tomich, Development Services

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

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

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

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

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

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

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

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

3.17.14 Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City shall have the right to terminate this Contract without liability.

3.17.15 Conflict of Interest. For the term of this Contract, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom. In addition, Contractor agrees to file, or to cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Work.

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

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

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

**[SIGNATURES ON NEXT PAGE]**

**SIGNATURE PAGE FOR SHORT-FORM CONSTRUCTION CONTRACT  
BETWEEN THE CITY OF COLTON  
AND ELROD FENCE COMPANY**

IN WITNESS WHEREOF, the Parties have entered into this Contract as of the 17<sup>th</sup> day of May, 2016.

**CITY OF COLTON**

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

*Attest:* \_\_\_\_\_  
Carolina R. Padilla  
City Clerk

**ELROD FENCE COMPANY  
a Corporation**

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

\_\_\_\_\_  
Name: Brian Elrod

\_\_\_\_\_  
Title: Sales Manager

## EXHIBIT "A"

### PLANS AND SPECIFICATIONS/SCOPE OF WORK

The following plans and specifications are incorporated into this Contract herein by this reference:

Construct and install fencing around the perimeter of a 7-acre habitat conservation site within the Hermosa Gardens Cemetery in the City of Colton, per the following specifications:

- Chain link fencing along 3 sides of site; approximately 1,844 linear feet.
  - 6 feet tall
  - 2" x 9 gauge chain link fabric
  - Post spacing: 10 feet
  - Bottom tension wire
  - Top rail
  - 12" x 24" concrete footings
  - 12 foot wide swing gate near northeast corner of site
  - Existing chain link fence posts and fabric shall be removed and hauled away.

Note: If authorization is received by the City from Union Pacific Railroad for truck access right-of-way along east side of site, and to change-out chain link fabric on fence owned by railroad (poles to remain), Contractor shall modify scope of work to perform same. In such case, charges shall be reduced by \$1,680.

- Wrought iron fence along south side of site, along C Street (approximately 420 linear feet); and extension along C Street, west of habitat conservation site, to Hermosa Cemetery gate (approximately 300 linear feet).
- - 6 feet tall
  - Top and bottom rails (1" x 2" minimum)
  - 1" x 16 gauge pickets on 6" centers
  - 3" x 11 gauge posts
  - 12" x 24" footings
  - Pre-galvanized and powder coated black
  - Any existing fence posts and chain link fabric shall be removed and hauled away.

## **EXHIBIT "B"**

### **SPECIAL CONDITIONS**

- Contractor shall complete fence installation and remove all debris and construction materials within 30 days from Notice to Proceed.
- A Performance Bond, Payment Bond and insurance documents are required prior to Notice to Proceed. A cashier's check in the amount of \$6,640.00 (10% of contract amount), may be substituted for the Performance Bond. The cashier's check shall be returned to Contractor upon completing Project to City's satisfaction, including approval of materials and workmanship.
- Contractor shall work from outside the perimeter of habitat conservation site, to the extent feasible. Construction equipment and trucks are permitted on existing dirt roads within habitat conservation site. Should construction activity and/or materials be required within the habitat conservation site, hand and foot work shall be performed to the extent feasible, and materials transported by small, hand-pulled trailer or cart.
- Work shall be performed outside of active Delhi Sands Flower-loving Fly season, per direction of City.
- In addition to City inspections, work may be monitored by U.S. Fish & Wildlife Service staff and Riverside Land Conservancy staff.

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

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

**ELROD FENCE COMPANY**  
**a Corporation**

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

\_\_\_\_\_  
Name : Brian Elrod

\_\_\_\_\_  
Title: Sales Manager



**Project: City of Colton – Habitat Fencing Project**

Bidder/Contractor: BRIAN ELPED / ELPED FENCE CO.

Address: 6459 MISSION D.C.D.

Tel No.: 951 684 3103

Email: BELPED1981@YAHOO.COM

Total Bid Amount: \$ 45,847

Alternative Bid Amount (i.e., vinyl-coated chain link on south side): \$ 36,808

Total Bid Amount shall include all labor, materials, equipment, mobilization and any incidentals to complete the work as describe on the Notice of Inviting Informal Bids. It shall also include any required insurance and bond (performance, labor and material).

\* OPTIONAL QUOTE TO REPLACE FABRIC AND 4 POSTS ON SOUTH SIDE SIDEWALK - # 2884

Contractor Signature: 

**PROPOSAL**



579 E. LINCOLN STREET  
 BANNING, CA 92220  
 951-849-8515

*Larry*

DATE	ESTIMATE #
4/14/2016	3459

<b>NAME</b>
CITY OF COLTON - DEVELOPMENT SERVICES MARK TOMICH 659 N. LA CADENA DRIVE COLTON, CA 92324

<b>PROJECT NAME</b>
7 ACRE HABITAT HERMOSA GARDENS CEMETARY

ITEM	DESCRIPTION	QTY	COST	TOTAL
CHAIN LINK	MATERIALS AND LABOR FOR INSTALLING COMMERCIAL GRADE 6' HIGH CHAIN LINK FENCE  2 7/8 END POSTS 2 3/8 LINE POSTS 1 5/8 TOP RAIL 9 GAUGE CHAIN LINK 12" X 24" FOOTINGS	1,844	16.58406	30,581.00
IRON	MATERIALS AND LABOR FOR INSTALLING 6' HIGH WROUGHT IRON FENCE 3' - 11 GE POSTS 1 1/2" TOP AND BOTTOM RAILS 3/4" PICKETS 12" X 24" FOOTINGS ALL PRE- GALVANIZED MATERIALS	420	47.47381	19,939.00
CHAIN LINK	TEAR OUT AND HAUL AWAY COSTS = \$3.00 PER LINEAR FOOT		0.00	0.00
CHAIN LINK	ALTERANTE COSTS FOR 6' HIGH BLACK VINYL COATED CHAIN LINK IN LIEU OF WROUGHT IRON = \$23.50 PLF		0.00	0.00
MISCELLANE...	BOND ESTIMATED EXPENSE	1	1,535.00	1,535.00
	QUOTED WITH PREVAILING WAGES Sales Tax		8.00%	0.00

UNLESS NOTED ON ESTIMATE, GRADING, STAKING, CLEARING AND GRUBBING, CORING, LOCKSETS, PERMITS, DEMOLITION, MOW STRIP, GROUNDING AND SURVEYING NOT INCLUDED

<b>TOTAL</b>	<b>\$52,055.00</b>
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**Project: City of Colton – Habitat Fencing Project**

**Bidder/Contractor:** Ferreira Construction Company Inc., dba  
Ferreira Coastal Construction Company

**Address:** 15188 Vista Del Rio Ave - Chino, CA 91710

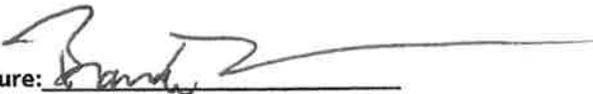
**Tel No.:** 909-606-5900

**Email:** kraleigh@ferreiraconstruction.com

**Total Bid Amount:** \$ 63,935.00

**Alternative Bid Amount (i.e., vinyl-coated chain link on south side):** \$ 57,855.00

**Total Bid Amount shall include all labor, materials, equipment, mobilization and any incidentals to complete the work as describe on the Notice of Inviting Informal Bids. It shall also include any required insurance and bond (performance, labor and material).**

**Contractor Signature:** 

Brandon Pensick  
Vice President of California Operations

**Project: City of Colton – Habitat Fencing Project**

Bidder/Contractor: Team West Contracting  
Address: 1611 Jenks Dr, Corona, CA 92880  
Tel No.: 951-340-3426  
Email: phil@twc-corp.com

Total Bid Amount: \$ 92,240

Alternative Bid Amount (i.e., vinyl-coated chain link on south side): \$ <9,117> Deduct

Total Bid Amount shall include all labor, materials, equipment, mobilization and any incidentals to complete the work as describe on the Notice of Inviting Informal Bids. It shall also include any required insurance and bond (performance, labor and material).

Contractor Signature: Phil Benedict



Date: April 14, 2016

**Non-Union Company**  
**Cont Lic. # 934352**

Job Name: Fencing of 7-Acre Habitat  
Conservation Site

**Team West Contracting (Fence Division)**

1611 Jenks Dr., Corona, Ca. 92882

\* DVBE / SDVOSB / SBE

DVBE #1738461

Bid Date/Time: April 14, 2016  
3:00 P.M.

Team West Contracting, proposes to supply and install the following items. Proposal valid for 90 days from above date.

**BASE BID SCOPE OF WORK**

Install approximately 1,844 LF of 6' ht chainlink fence on three side of property per the following specs:  
9-gauge, 2" mesh, 1-5/8" O.D. top rail, 7-gauge bottom tension wire, 12" dia x 24" depth concrete footings  
All material has galvanized finish

Install approximately 420 LF of 6' ht wrought iron fence on one side of property per the following specs:  
2" sq x 14-gauge top and bottom rails, 1" sq x 16-gauge pickets at 6" on center, 3" x 11-gauge posts,  
12" dia x 24" depth concrete footings,  
All material is powder coated black

**TOTAL BASE BID: \$92,240**  
**(performance bond included in total)**

**ALTERNATE IN LIEU OF ABOVE WROUGHT IRON FENCE:**

Install approximately 430 LF of 6' ht chainlink fence per the following specs:  
9-gauge, 2" mesh, 1-5/8" O.D. top rail, 7-gauge bottom tension wire, 12" dia x 24" depth concrete footings  
All material is vinyl coated black.

**TOTAL DEDUCT FROM BASE BID: <\$9,117>**

**OPTION:** Remove 300 LF of 6' ht chainlink fence fabric, top and bottom and tension wire and replace with new on south fence line along sidewalk. All posts to remain except replace four (4) damaged line posts.

**TOTAL ADD: \$2,995**

**Note:**

Prevailing wage used for labor rate

**Exclusions:** coring, permits, demolition, mow strip, spoils removal, backfilling, signs, concrete flat work, electrical, grounding, surveying, existing underground pipes & electrical wiring, engineering, shop and field inspections & testing, ADA regulations,

Sincerely,

Phil Benedict  
Project Manager  
951-340-3426 (O)  
951-340-3428 (F)

Project: City of Colton – Habitat Fencing Project

Bidder/Contractor: IVL Contractors, Inc.  
Address: P.O. Box 8666, Rialto, CA 92377  
Tel No.: 951-471-2871  
Email: ivlcontractors@yahoo.com

Total Bid Amount: \$ 98,880.00

Alternative Bid Amount (i.e., vinyl-coated chain link on south side): \$ 63,400.00

Total Bid Amount shall include all labor, materials, equipment, mobilization and any incidentals to complete the work as describe on the Notice of Inviting Informal Bids. It shall also include any required insurance and bond (performance, labor and material).

Contractor Signature:   
Ivan Lopez

**Project: City of Colton – Habitat Fencing Project**

Bidder/Contractor: ACE FENCE COMPANY

Address: 727 N GLENDOVA AVE. LA PUENTE CA 91744

Tel No.: 626 - 333 - 0727

Email: PLAYOS@ACEFENCECOMPANY.COM

Total Bid Amount: \$ 114,500.00

Alternative Bid Amount (i.e., vinyl-coated chain link on south side): \$ 21,500

Total Bid Amount shall include all labor, materials, equipment, mobilization and any incidentals to complete the work as describe on the Notice of Inviting Informal Bids. It shall also include any required insurance and bond (performance, labor and material).

Contractor Signature:  \_\_\_\_\_

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## AGENDA REPORT

DATE: MAY 17, 2016  
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
 FROM: CARLOS CAMPOS, CITY ATTORNEY  
 SUBJECT: RESOLUTION REGARDING REPORTS TO COUNCIL ON CONDUCT OF DEPARTMENT HEADS

### RECOMMENDED ACTION

It is recommended that the City Council adopt the following: Resolution R-37-16.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLTON REGARDING REPORTS TO COUNCIL ON CONDUCT OF DEPARTMENT HEADS

### BACKGROUND

The Mayor and City Council requested that the City Attorney prepare the documents necessary for the City to adopt a policy requiring the City Manager to inform the Mayor and City Council of the conduct of City Department Heads that may reflect poorly on the City. In addition, the Mayor and City Council requested that the policy require the City Manager, to the extent practical, to inform the Mayor and City Council prior to terminating a City Department Head because of the significant impact such terminations may have on City finances.

The attached Resolution would establish such a policy.

### ISSUES/ANALYSIS

The attached Resolution would require the City Manager to inform the Mayor and City Council whenever he or she becomes aware of and is able to verify any off-duty or on-duty conduct committed by a City Department Head, which is either: (1) job related and discredits the City; or (2) incompatible with the due and faithful discharge of that employee's duties.

In addition, the attached Resolution would require the City Manager, to the extent practical, prior to terminating any City Department Head, to inform the Mayor and City Council of such decision and the financial impact of the decision.

### FISCAL IMPACT

None.

**ALTERNATIVES**

1. Provide alternative direction to the City Attorney.

**ATTACHMENTS**

1. Resolution R-37-16

Report Prepared By: City Attorney

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**RESOLUTION NO. R-37-16**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLTON  
REGARDING REPORTS TO COUNCIL ON CONDUCT OF DEPARTMENT HEADS**

WHEREAS, the conduct of City Department Heads may in some cases reflect adversely upon the City; and

WHEREAS, as the legislative body of the City, the City Council ought to be informed of such conduct where the City's reputation may be impacted; and

WHEREAS, the City Council therefore wishes to establish a policy requiring that it be made aware fully and expeditiously of any and all conduct committed by City Department Heads which is incompatible with the due and faithful discharge of their duties; and

WHEREAS, under the Colton Municipal Code, the City Manager has sole authority over the hiring and firing of City Department Heads; and

WHEREAS, the firing of City Department Heads may have significant financial consequences for the City; and

WHEREAS, without altering the authority of the City Manager, the City Council desires to be informed, to the extent practicable, of the City Manager's decision to fire a City Department Head before the action is taken.

NOW THEREFORE, BE IT RESOLVED, DECLARED, DETERMINED AND ORDERED by the City Council of the City of Colton, California, as follows:

SECTION 1. Policy Established.

The City Manager shall inform the Mayor and City Council when he/she is made aware of, and has substantiated or verified, any off-duty and/or on-duty conduct committed by a City Department Head, which is either: (1) job related and discredits the City; or (2) incompatible with the due and faithful discharge of that employee's duties.

To the extent practical, prior to terminating any City Department Head, the City Manager shall inform the Mayor and City Council of the decision and the financial impact of the decision.

1 SECTION 2. Notwithstanding the forgoing, nothing in this Policy shall be  
2 interpreted in any manner which contradicts the established employment rules of the  
3 City, including but not limited to who has the authority to direct, hire, or terminate  
4 employees. Furthermore, this Policy is not intended to provide any employee of the  
5 City with any additional procedural rights. The violation of this Policy shall not give  
6 rise to any right of appeal on behalf of any employee. This Policy is intended as  
7 direction to the City Manager only.

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10 **PASSED, APPROVED AND ADOPTED** this 17th day of May, 2016.

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Richard A. DeLaRosa, Mayor

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## STAFF REPORT

DATE: MAY 17, 2016  
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
 FROM: BILL SMITH, CITY MANAGER *B*  
 PREPARED BY: DAVID X. KOLK, Ph.D., UTILITY DIRECTOR *DK*  
 SUBJECT: RECRUITMENT FOR WATER CONSERVATION SPECIALIST

### RECOMMENDED ACTION

It is recommended that the City Council authorize recruitment for the Water Conservation Specialist position, and authorize the City Manager to fill this position.

### BACKGROUND

The City of Colton currently has a vacant position authorized in the Fiscal Year 2015/2016 budget. This position is under the Environmental Sustainability and Conservation Division. The position of Water Conservation Specialist is responsible for performing skilled professional duties in the development and implementation of the City's water conservation programs, outreach, education, and related initiatives. The Water Conservation Specialist is responsible for monitoring conservation programs, reporting the achievement of water conservation to the State, and water use efficiency goals and objectives.

### ISSUES/ANALYSIS

The Water Conservation Specialist position is an essential position with the continued state of the drought. California is currently in its fourth consecutive year of below-average precipitation. In order to continue the City's efforts to reduce water waste, continue rebate incentives for customers and maintain the City of Colton's Water Conservation Plan, the Water Conservation Specialist position is necessary.

The recruitment for the Water Conservation Specialist will be open to external candidates. The time for completion of recruitment is four to six months for an open or outside recruitment.

**FISCAL IMPACT**

The Water Conservation Specialist position is authorized and funded in Fiscal Year 2015/16 entirely from the Water Departments budget. The Water Department recommends to continue funding for this critical position in the Fiscal Year 2016/17 budget requests.

**ALTERNATIVES**

1. Provide alternative direction to staff.

**ATTACHMENTS**

1. None



## STAFF REPORT

DATE: MAY 17, 2016  
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
 FROM: BILL SMITH, CITY MANAGER  
 PREPARED BY: DAVID X. KOLK, Ph.D., UTILITY DIRECTOR  
 SUBJECT: MEASURE I FIVE YEAR PLAN AMENDMENT AND MAINTENANCE OF EFFORT SUBMITTAL

### RECOMMENDED ACTION

It is recommended that the City Council:

1. Approve Resolution R-33-16 amending the Fiscal Year 2015/2016 Measure I Five-Year Capital Improvement Plan and Expenditure Strategy Plan.
2. Approve Resolution R-34-16 adopting the Measure I 2010-2040 Maintenance of Effort Base Year Level.
3. Approve Resolution R-38-16 amending the Fiscal Year 2015/2016 Capital Improvement Program (CIP) Budget.

### BACKGROUND

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

### ISSUES/ANALYSIS

#### Measure I Five-Year Capital Improvement Plan

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

The Fiscal Year 2015/2016 Five-Year Capital Improvement and Expenditure Strategy Plan approved by the City Council on September 1, 2015 needs to be amended to comply with Measure I Policy VLS -11.

The projects that will be added on the revised Five Year Capital Improvement Plan for Fiscal Year 2015/2016 are as follows:

1. Barton Road/Center Street Pavement Rehabilitation	\$ 205,000
2. Rancho Avenue Pavement Rehabilitation	\$ 260,000
3. Cemetery Rd. Pavement Repair	\$ 26,800
4. Washington Street Drainage Repair	\$ 14,500
5. Mill Street and South Rancho Traffic Safety	\$ 3,850
6. Valley Blvd. Median Fence Extension	\$ 7,000

The revised Fiscal Year 2015/2016 Measure I Five Year Capital Improvement Plan (see Exhibit A) will include the listed project above. Pavement rehabilitation of Barton Road (City limit to Washington Street), Center Street (Washington St. to Barton Road), Rancho Ave. (various location from Johnston St. to H St.) and Cemetery Road (repair on various location) were part of FY15/16 Citywide Pavement Rehabilitation Project. The Measure I fund reimbursed by FEMA for the Mt. Vernon Bridge Scour repair Project was utilized for these road improvements (Account No. 218-1608-6150-3890).

Washington Street Drainage, and Mill Street and South Rancho Ave. Traffic Safety Improvements utilized funding from previously allocated Measure I fund from account numbers 450-1202-6970-3890 and 450-1511-6970-3890 (Categorical/Unnamed Projects). Both of the traffic safety improvement projects were performed by City crews.

Other changes on the FY 2015/2016 Measure I Plan includes increased funding for the Washington Street Pavement Rehabilitation from \$100,000 to \$317,000 (Resolution No. R-38-16). The funding to cover this improvement will come from leftover funding from Iowa Avenue (\$79,000 – Account No. 218-1602-6150-3890), Hunts Lane (\$21,000 - Account No. 218-1603-6150-3890), Mt. Vernon Avenue (\$88,000 - Account No. 218-1510-6150-3890) and Reche Canyon Road (\$29,000 - Account No. 450-1509-6150-3890). The funding changes for Mt. Vernon Avenue, Hunts Lane, Reche Canyon and Iowa Avenue reflects the actual quantity used on these road improvements. Iowa Avenue scope was reduced to curb and gutter work since the asphalt paving was completed already as part of the I-215 HOV Project funding.

Staff recommends approval of the attached Resolution R-33-16 amending and affirming the Fiscal Year 2015/2016 Measure I Five-Year Capital Improvement Plan (CIP) and Expenditure Strategy Plan.

Maintenance of Effort (MOE) Submittal

MOE Base Year Level submittal is required by Measure I Ordinance to establish the base level of Local Agency's general fund expenditures for transportation purposes. The purpose of setting a base year level is to quantify a jurisdiction's typical commitment of general fund expenditure for street and highway purposes. At the suggestion of Independent Taxpayer Oversight Committee (ITOC), Fiscal Year 2008/2009 is the base year as this is the year before the current Measure I Ordinance started.

Jurisdictions will be required to provide statement in the resolution of the governing body adopting the Measure I Local Program CIP that acknowledges the MOE base year level will be maintained in that fiscal year. Additionally, the MOE requirement will be tracked as part of the annual Measure I Local Street Program audit. This will go into effect for Fiscal Year 2016/2017. If a jurisdiction has reported General Fund expenditures above the MOE base year level, the amount in excess of the MOE base year level can be applied in future years to offset the amount the local agency may need to meet the MOE requirement. If an audit indicates that the MOE is not being met, then the jurisdiction has four years to make up the amount. If the audit on the succeeding four year period indicates that the jurisdiction is still below the MOE base year level, SANBAG will immediately stop disbursing the Measure I Local Street Program funds until MOE shortfall is withheld. The withheld funds will be disbursed to the jurisdiction upon demonstration that the jurisdiction has met the MOE requirements.

As requested, City staff submitted the MOE Base Year (FY 2008/2009) to SANBAG. On this submittal, the MOE base year total general fund expenditures is \$919,850. Since this fiscal year is prior to the economic recession that resulted significant reduction in City workers, staff indicated to SANBAG staff that the FY 2008/2009 MOE Base Level does not represent the City's succeeding year general fund expenditures for transportation purposes. Subsequently, City staff requested to resubmit a revised MOE by using FY 09/10. Upon review, SANBAG staff recommended the approval of the City of Colton MOE Base Year to ITOC using FY 09/10. The total general fund expenditures for this submittal is \$313,796 (Exhibit B). On April 20, 2016, ITOC recommended the City's submittal for Board approval.

Staff recommends approval of the attached Resolution R-34-16 adopting the Measure I 2010-2040 Maintenance of Effort Base Year Level.

## **FISCAL IMPACTS**

All of the newly listed Measure I CIP projects above are completed already. The expenditures for these projects were encumbered against account numbers 218-1608-6150-3890, 450-1202-6970-3890 and 450-1511-6970-3890.

MOE Base Year submittal does not have any fiscal impact.

## **ALTERNATIVES**

1. Provide alternative direction to staff.

## **ATTACHMENTS**

1. Exhibit A – Revised Measure I Five Year Capital Improvement Plan
2. Exhibit B – MOE Submittal
3. Resolution No. R-33-16 (Revised Measure I CIP)
4. Resolution No. R-34-16 (MOE Base Year Level)
5. Resolution No. R-38-16 (Budget Adjustment)

# **Exhibit A**

## **FY 15-16 Measure I CIP Amendment**



# **Exhibit B**

## **MOE Base Year Level**

**Measure I 2010-2040 Maintenance of Effort Base Year Calculation**  
 Based on Fiscal Year 2009/2010 Construction and Maintenance Expenditures  
 (Rounded to nearest dollar)

Project Expenditures Included in General Ledger	Total Project Cost	Funding Breakdown					
		General Fund	Measure I	Federal	State	City Funds	Other
<b>Construction Projects:</b>							
1. Valley Blvd and Rancho Ave. Median Improvement	\$ 355,081		\$ 76,828	\$ 209,305		\$ 68,948	
2. Mt. Vernon Ave./D Street Crosswalk Lighting Project	\$ 49,324					\$ 49,324	
3. 2009-2010 Citywide Concrete & Street Improvement	\$ 243,150			\$ 243,150			
4. 2009-2010 Citywide Drainage and Street Improvement	\$ 128,010		\$ 70,332		\$ 39,610	\$ 18,068	
<b>Maintenance Projects:</b>							
5. Street Maintenance	\$ 1,063,568	\$ 1,063,568					
6. Traffic Signal Maintenance	\$ 100,228	\$ 100,228					
<b>Engineering/Administrative Overhead Not Allocated to Specific Projects:</b>							
		\$ 273,674					
<b>Expenditure Totals</b>	\$ 1,939,361	\$ 1,437,470	\$ 147,160	\$ 452,455	\$ 39,610	\$ 136,340	\$ -

Deductions for Special Consideration (Deduction Must Also be Included in Project Expenditures Above):	Total Project Cost	General Fund	State Reason Why Project Expenditure Should Be Deducted from MOE
<b>Construction Projects:</b>			
1. Project #			
2. Project #			
<b>Maintenance Projects:</b>			
1. Street Maintenance	\$ 850,000	\$ 850,000	Gas Tax fund used for street maintenance
<b>Engineering/Administrative Overhead Not Allocated to Specific Projects:</b>			
	\$ -	\$ 273,674	
<b>Deduction Totals</b>	\$ 850,000	\$ 1,123,674	

Total GF Expenditures	\$ 1,437,470
Minus Deductions	\$ 1,123,674
<b>MOE Base Year</b>	<b>\$ 313,796</b>

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**RESOLUTION NO. R-33-16**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLTON, CALIFORNIA  
TO AMEND AND ADOPT THE MEASURE I FIVE YEAR CAPITAL IMPROVEMENT  
PROGRAM PLAN FOR FY 2015/2016 THROUGH 2019/2020.**

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

**WHEREAS**, San Bernardino County voters approved passage of Measure I 1990-2010 in November 1989, and renewed as Measure I 2010-2040 in November 2004, authorizing San Bernardino Associated Governments, acting as the San Bernardino County Transportation Authority, to impose a one-half of one percent retail transactions and use tax applicable in the incorporated and unincorporated territory of the County of San Bernardino, and;

**WHEREAS**, revenue from the tax can only be used for transportation improvement and traffic management programs authorized in the Expenditure Plans set forth in Ordinance No. 89-1 and Ordinance No. 04-1 of the Authority, and;

**WHEREAS**, Expenditure Plans of the Ordinances require each local jurisdiction receiving revenue from the tax to expend those funds pursuant to a Capital Improvement Program and an Expenditure Strategy Plan adopted by resolution of the local jurisdiction, and;

**WHEREAS**, Expenditure Plans of the Ordinances also require that each local jurisdiction annually adopt and update its Capital Improvement Plans.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COLTON  
DO HEREBY RESOLVE AS FOLLOWS:** that the City of Colton, State of California,

1 hereby adopts the amendment for the Fiscal Year 2015/2016 Measure I Capital  
2 Improvement Plan attached as Exhibit A.  
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5 **PASSED, APPROVED AND ADOPTED THIS 17th DAY OF MAY 2016.**  
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7 \_\_\_\_\_  
Richard A. DeLaRosa, Mayor

8 **ATTEST:**

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11 Carolina R. Padilla, City Clerk  
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MEASURE I LOCAL STREET PASS-THROUGH FUNDS FIVE YEAR CAPITAL IMPROVEMENT PLAN

<b>PLAN PERIOD:</b>	2015/2016 to 2019/2020												
<b>AGENCY NAME:</b>	City of Colton												<b>Total Available</b> (Carryover plus estimate)
<b>CARRYOVER BALANCE:</b>	\$1,298,730.00	<b>MEASURE I ESTIMATE:</b>	\$821,790.30	\$846,444.01	\$873,953.44	\$904,541.81	\$940,723.48	\$940,723.48	\$940,723.48	\$940,723.48	\$940,723.48	\$940,723.48	\$5,686,183.04

Named Projects:	Estimated Total Project Cost	Nexus Project?		FY 2015/2016		FY 2016/2017		FY 2017/2018		FY 2018/2019		FY 2019/2020		Total Local Street Measure I Programmed
		Public Share (%)	OLF Share (%)	Carryover Funds	Current Estimate									
Colton Crossing - Laurel Grade Separation	\$ 55,349,000.00			\$ -										\$0.00
Bridge Retrofit - BNSF Track over La Cadena Drive	\$ 130,000.00			\$ 17,121.00										\$17,121.00
Bridge Retrofit - La Cadena Dr. & Wilson Elem POC	\$ 130,000.00			\$ 17,047.00										\$17,047.00
Bridge Retrofit - Mt. Vernon Ave. over Santa Ana River	\$ 621,494.00			\$ 68,677.00										\$68,677.00
Bridge Retrofit - UPRR Track over C Street	\$ 130,000.00			\$ 17,039.00										\$17,039.00
Bridge Retrofit - BNSF Track over C Street	\$ 195,000.00			\$ 17,121.00										\$17,121.00
Bridge Retrofit - Colton High POC at Rancho Avenue	\$ 124,600.00			\$ 14,548.00										\$14,548.00
Barton Bridge Replacement Project	\$ 3,243,075.00			\$ 32,090.00		\$ 150,000.00		\$ 150,000.00		\$ 100,000.00		\$ 150,000.00		\$582,090.00
Mt. Vernon Bridge over UPRR Widening Project	\$ 10,981,800.00					\$ 150,000.00		\$ 150,000.00		\$ 150,000.00		\$ 150,000.00		\$600,000.00
La Cadena Bridge over Santa Ana River Replacement Project	\$ 27,535,000.00					\$ 150,000.00		\$ 150,000.00		\$ 150,000.00		\$ 150,000.00		\$600,000.00
Washington St./Reche Canyon Intersection Improvement (CMAQ)	\$ 400,000.00			\$ 31,063.00										\$31,063.00
Mt. Vernon Ave. Corridor Traffic Signal Improvement	\$ 770,000.00			\$ 70,533.00										\$70,533.00
Washington Street Extension	\$ 1,500,000.00			\$ 54,341.00										\$54,341.00
Pepper Avenue Interchange Project (Loan = \$164,266.70)	\$ 10,102,000.00	66.0%	34.0%	\$ 54,755.55		\$ 54,755.57								\$109,511.12
Pavement Rehabilitation - Washington St. (Mt. Vernon to Waterman)	\$ 882,000.00			\$ 317,000.00		\$ 150,000.00		\$ 115,000.00		\$ 150,000.00		\$ 150,000.00		\$882,000.00
Pavement Rehabilitation - Reche Canyon Road (Shane Dr. to Topanga)	\$ 342,000.00			\$ 342,000.00										\$342,000.00
Pavement Rehabilitation - Mt. Vernon Avenue (Olive St. to City Limit)	\$ 272,000.00			\$ 100,000.00		\$ 172,000.00								\$272,000.00
Pavement Rehabilitation - Rancho Avenue (Valley Blvd. to Mill Street)	\$ 560,000.00					\$ 110,000.00		\$ 100,000.00		\$ 150,000.00		\$ 200,000.00		\$560,000.00
Pavement Rehabilitation - Iowa Avenue (I-215 Project Limit to Main Street)	\$ 39,000.00			\$ 39,000.00										\$39,000.00
Pavement Rehabilitation - Hunts Lane (Washington to Mountainwoods)	\$ 153,000.00			\$ 153,000.00										\$153,000.00
Pavement Rehabilitation - Barton/Center St. (FEMA Reimbursement)	\$ 205,000.00			\$ 205,000.00										\$205,000.00
Pavement Rehabilitation - Rancho Ave. (FEMA Reimbursement)	\$ 260,000.00			\$ 260,000.00										\$260,000.00
Pavement Repair - Cemetery Road (FEMA Reimbursement)	\$ 26,800.00			\$ 26,800.00										\$26,800.00
Washington Street Drainage Repair	\$ 14,500.00			\$ 14,500.00										\$14,500.00
Mill Street and South Rancho Traffic Safety (by City Crew)	\$ 3,850.00			\$ 3,850.00										\$3,850.00
Valley Median Fence Extension (by City Crew)	\$ 7,000.00			\$ 7,000.00										\$7,000.00
La Cadena Drive Pavement Rehabilitation Project	\$ 400,000.00							\$ 150,000.00		\$ 150,000.00		\$ 100,000.00		\$400,000.00
														\$0.00
														\$0.00

Project Count: 29	<b>Named Projects Total:</b>	\$ 114,367,119.00		\$ 1,298,730.00	\$ 735,755.55	\$ -	\$ 764,755.57	\$ -	\$ 815,000.00	\$ -	\$ 850,000.00	\$ -	\$ 900,000.00	\$5,364,241.12
	<b>Total Carryover + Estimate:</b>	\$ 5,364,241		\$2,034,485.55	\$ 764,755.57	\$815,000.00	\$850,000.00	\$900,000.00	\$900,000.00	\$900,000.00	\$900,000.00	\$900,000.00	\$900,000.00	\$5,364,241.12
	<b>(%) Named Projects:</b>			248%	90%	93%	94%	96%						

Categorical Projects Total *:	Estimated Total Project Cost			FY 2015/2016	FY 2016/2017	FY 2017/2018	FY 2018/2019	FY 2019/2020	Total Local Street Measure I Programmed
Citiwide Street and Traffic Improvement	\$321,941.92			\$86,034.75	\$81,688.44	\$58,953.44	\$54,541.81	\$40,723.48	\$321,941.92
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<b>Categorical Projects Total:</b>	<b>\$ 321,941.92</b>			<b>\$ 86,034.75</b>	<b>\$ 81,688.44</b>	<b>\$ 58,953.44</b>	<b>\$ 54,541.81</b>	<b>\$ 40,723.48</b>	<b>\$321,941.92</b>
<b>(%) Categorical Projects (cannot exceed 50%):</b>				<b>10%</b>	<b>10%</b>	<b>7%</b>	<b>6%</b>	<b>4%</b>	

(\*) = Carryover funds may not be used on Categorical Projects.

Total Programmed: \$ 5,686,183.04  
 Total Carryover Programmed: \$ 1,298,730.00  
 Total Estimated Programmed: \$ 4,387,453.04  
 Check: \$ 5,686,183.04  
 150% of Estimated Measure I plus carryover: \$ 8,529,274.56  
 Does programming amount exceed 150% limit: No

**In Accordance with Measure I Strategic Plan Policy 40003:**

- If Measure I allocated to project is ≥ \$100,000, then list individually in Named Projects section
- There is a 50% limit on total categorical projects.
- There is a 150% constraint on total planned expenditures to Measure I estimated revenue
- Expenditures of Measure I Local Street funds must be detailed in the Five Year Capital Improvement Plan and adopted by resolution of the governing body
- Revised Capital Improvement Plans are due to SANBAG by the end of the fiscal year along with the resolution.

<b>RESOLUTION NUMBER:</b>	R-33-16
<b>RESOLUTION APPROVAL DATE:</b>	Sept. 1, 2015
<b>CONTACT PERSON &amp; TITLE:</b>	Victor Ortiz, P.E., Engineering Superintendent
<b>CONTACT PHONE:</b>	(909) 370-5065
<b>CONTACT EMAIL:</b>	

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**RESOLUTION NO. R-34-16**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLTON, CALIFORNIA  
ADOPTING THE MEASURE I 2010-2040 MAINTENANCE OF EFFORT BASE YEAR  
LEVEL**

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

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

**WHEREAS**, revenue from the tax can only be used for transportation improvement and traffic management programs authorized in the Expenditure Plans set forth in Ordinance No. 04-01 of the Authority; and

**WHEREAS**, the Local Streets Program is a Measure I program that provides funds through a pass-through mechanism directly to local jurisdictions for expenditure on street and road construction, repair, maintenance and other eligible local transportation priorities; and

**WHEREAS**, in accordance with Ordinance No. 04-01 of the San Bernardino County Transportation Authority and Authority Measure I 2010-2040 Strategic Plan (Strategic Plan) Policy VLS-22, Local Street Program funds shall not be used to supplant existing local discretionary funds being used for street and highway purposes; and

**WHEREAS**, the Strategic Plan requires each local jurisdiction adopt a Maintenance of Effort base year level that is equivalent to the discretionary General Fund expenditures for transportation-related construction and maintenance activities in Fiscal Year 2008/2009, with some allowances for exceptions, to be approved by the Authority; and

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**WHEREAS**, Authority will monitor local jurisdiction annual use of discretionary General Fund for transportation-related construction and maintenance activities relative to the Maintenance of Effort base year level through 2040 through the annual audit process; and

**WHEREAS**, failure to meet the Maintenance of Effort base year level requirements can result in temporary to permanent withholding of Measure I Local Street Program funds.

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

That the Measure I 2010-2040 Maintenance of Effort Base Year Level of \$313,796 is hereby adopted (attached as Exhibit A).

**PASSED, ADOPTED AND APPROVED THIS 17<sup>th</sup> DAY OF MAY 2016.**

Richard A. DeLaRosa, Mayor

ATTEST:

Carolina R. Padilla, City Clerk



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**RESOLUTION NO. R- 38-16**

**A RESOLUTION OF THE CITY COUNCIL, TO AMEND THE FISCAL YEAR 2015/2016  
CAPITAL IMPROVEMENT BUDGET.**

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

**WHEREAS**, revenue from the tax can only be used for transportation improvement and traffic management programs authorized in the Expenditure Plans set forth in Ordinance No. 89-1 and Ordinance No. 04-1 of the Authority, and;

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

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

Decrease expenditure account 218-1510-6150-3890 by \$88,000

Decrease expenditure account 218-1602-6150-3890 by \$79,000

Decrease expenditure account 218-1603-6150-3890 by \$21,000

Decrease expenditure account 450-1509-6970-3890 by \$29,000

Increase expenditure account 218-1601-6150-3890 by \$217,000

**PASSED, ADOPTED AND APPROVED THIS 17<sup>th</sup> DAY OF MAY, 2016.**

\_\_\_\_\_  
Richard A. DeLaRosa, Mayor

ATTEST:

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



## STAFF REPORT

DATE: MAY 17, 2016  
 TO: HONORABLE MAYOR AND CITY COUNCIL  
 FROM: BILL SMITH, CITY MANAGER  
 PREPARED BY: MARK TOMICH, DEVELOPMENT SERVICES DIRECTOR  
 SUBJECT: APPROVAL OF TRAVEL EXPENSES FOR COUNCIL OFFICE,  
 ECONOMIC DEVELOPMENT DIVISION AND PUBLIC WORKS  
 DEPARTMENT

### RECOMMENDED ACTION

It is recommended that the City Council approve an increase to the individual travel expense limits for the Mayor and the following Mid-Management staff for FY 2015/16:

Mayor Richard DeLaRosa	\$6,500
Victor Ortiz, Engineering Superintendent	\$5,000
Arthur Morgan, Economic Development Manager	\$5,500

### BACKGROUND

On April 15, 2014, the City Council amended Administrative Policy 2.05.050, Travel, Training, Meeting Expense; and Use of Credit Cards ("Policy"). The Policy set limits for travel related expenses for Council Members at \$3,000 and staff members in the Mid-Manager's Unit at \$1,500 per fiscal year. The policy allows for expenditures in excess of this amount with City Council approval.

The City's Public Works Department engaged the professional grant writing services of Keller McIntyre & Associates for the preparation of a United States Federal Economic Development Administration ("EDA") Grant for an approximate \$6.0 million dollar storm drain improvement project east of Arrowhead Regional Medical Center ("ARMC") in the Hub City Centre Specific Plan area to alleviate flooding and to accommodate future development on the 22 acres being sold to the California University of Science and Medicine. This is a 50% matching grant. The City's Economic Development Division, under the Development Services Department, has been providing assistance in the grant writing process with Public Works' staff. The City Council has identified and stated that development within the Hub City Centre area and the California University of Science and Medicine are the top priorities of the City.

On March 29, 2016, staff met with Wilfred Marshal, Director of the United States EDA Los Angeles Office, to present the proposed project for submittal of an EDA grant application. Mr. Marshal was very excited about the proposed project as it contains many of the regional economic development criteria used in awarding an EDA grant. Mr. Marshal encouraged the City to begin the pre-application and formal application process for the proposed project.

The City's grant writing consultant and Mr. Marshal strongly recommends that the Mayor and the two staff members who are preparing the grant travel to Washington D.C. to meet with our Congressional leaders to make them aware of Colton's need for grant funding of the proposed project. Congressional support is key to being awarded the approximate \$3.0 million Federal EDA grant to implement the proposed storm drain improvement within the Hub City Centre area.

### **ISSUES/ANALYSIS**

The Council Office, the Public Works Department and the Economic Development Division included in the FY 15-16 budget to cover costs associated with travel to attend various training events, conferences and regulatory meetings. Currently the Mayor and the two Mid-Managers are at or near the \$3,000 and the \$1,500 limit, respectively, and need City Council approval to exceed that amount for the current fiscal year. The Council Office, the Public Works Department and the Economic Development Division have funds within their budget to cover the increases in the requested travel limits.

Keller McIntyre is scheduling the meetings with our Congressional leaders for the Mayor and staff to travel to Washington D.C in mid-June. Council Office has checked flight travel and hotel costs, mileage expenses to the airport and per diem, estimated up to \$3,000 per person all-inclusive, if immediately scheduled.

### **FISCAL IMPACTS**

The Council Office, the Public Works Department and the Economic Development Division includes funds for travel expenses related to City business in its FY 15-16 budget. All three are not requesting additional appropriations, because funds are available within each of the three budgets. The request is to approve an increase in the travel expense limit for the below named individuals, for FY-15-16, as follows:

Mayor Richard DeLaRosa	Increase limit from \$3,000 to \$6,500 Account number 100-6000-6000-2280
Victor Ortiz	Increase limit from \$1,500 to \$5,000 Account number 100-6150-6151-2280
Arthur Morgan	Increase limit from \$1,500 to \$5,000 Account number 100-6300-9050-2280

The budget resolution R-39-16 authorizes the appropriate transfer of the balances needed to fund this request.

Should the City be awarded the Federal EDA grant and the proposed project constructed, the increase in travel expenses would be recouped by development within the Hub City Centre area in terms of annual increased sale and property taxes revenues to the City and added job creation opportunities.

### **ALTERNATIVES**

1. Provide alternative direction to staff.

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**RESOLUTION NO. R-39-16**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLTON TO AMEND THE FISCAL YEAR 2015/2016 BUDGET TO TRANSFER \$7,000 FOR TRAINING AND TRAVEL.**

**WHEREAS**, the City of Colton travel policy excludes from the City Manager's budget authority the ability to transfer funds from one line item to another in excess of any department's originally approved line item budget for training and travel; and

**WHEREAS**, the City of Colton recognizes the necessity for the Mayor and two staff members to travel to Washington D.C. to meet with Congressional leaders regarding the United States Federal Economic Development Administration ("EDA") Grant for the storm drain improvement project.

**WHEREAS**, a budget appropriation 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 Recitals preceding in this Resolution are true and correct and are incorporated into this Resolution by reference.

**Section 2** The City Council authorizes to amend the FY2015/16 budget to transfer appropriations as follows:

- Transfer \$3,500 from account number 100-6300-9050-2270 to account number 100-6300-9050-2280;

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- Transfer \$3,500 from account number 100-6150-6151-2350 to account number 100-6150-6151-2280;

**PASSED, APPROVED AND ADOPTED THIS 17<sup>th</sup> day of May, 2016.**

\_\_\_\_\_  
RICHARD A. DELAROSA, MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK



## STAFF REPORT

DATE: MAY 17, 2016  
TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
FROM: BILL SMITH, CITY MANAGER  
PREPARED BY: MARK TOMICH, DEVELOPMENT SERVICES DIRECTOR  
SUBJECT: DAP-001-309, AN APPEAL TO THE CITY COUNCIL REGARDING THE PLANNING COMMISSION'S DECISION PERTAINING TO MODIFICATION OF CONDITIONAL USE PERMIT (DAP-000-641) REQUESTING MODIFICATION OF SEVERAL CONDITIONS OF APPROVAL AND VARIANCE OF PARKING, LANDSCAPING AND SCREENING REQUIREMENTS TO ALLOW A PALLET MANUFACTURING, DISTRIBUTION AND PALLET STORAGE USE.

### RECOMMENDED ACTION

It is recommended that the City Council adopt Resolution No. R-35-16 and R-36-16 denying the Appeal and upholding the Planning Commission's decision to Modify Conditional Use Permit and Variances, subject to findings and conditions of approval.

### BACKGROUND

On April 12, 2016 the Planning Commission, by vote of 6 ayes to 1 no, adopted Resolution Nos. R-19-15 and R-20-15, approving the Modification of a Conditional Use Permit for pallet use and a Variance of development standards, subject to findings and amended conditions of approval including:

- Deletion of condition of approval # 10 and the addition of one condition of approval pertaining to follow up inspections and review of conditions within 45-days following the approval;
- Re-instating condition 16, to require Business Occupancy Permit (BOP) within 60 days and limiting hours of operation;
- Re-instating installation of an 8-foot high block wall along the rear and side yard areas of the perimeter of the site;
- Adopt Resolution No. R-20-15 denying Variance pertaining to screen wall and removal of findings and conditions of approval pertaining thereto;
- Approving Variance to allow 59 parking spaces instead of 95 parking space; and
- Approving Variance to allow .005% landscaping instead of 15% landscaping.

The applicant and property owner (Rebbur, LLC – David Starr as managing partner) filed an appeal on April 21, 2016. The specific areas of the appeal are included in the two appeal letters (Attachment 1).

**City Council Considerations**

Because this is a de novo hearing of the appeal, the City Council is not bound by the decision of the Planning Commission.

**ENVIRONMENTAL DETERMINATION**

Staff analyzed the proposal for California Environmental Quality Act (CEQA) compliance. The proposal is exempt under Article 19, Section 15301 (Existing Facilities), Class 1 of the CEQA Guidelines. 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.

**FISCAL IMPACTS**

None

**ALTERNATIVES**

1. Deny the Applicant's appeal and uphold the Planning Commission's decision in its entirety;  
or
2. Sustain the Applicant's appeal and overturn portions of the Planning Commission's decision;  
or
3. Provide alternative direction to staff.

**ATTACHMENTS**

1. Applicant's Appeal Letter Dated April 21, 2016 and second letter received dated May 4, 2016
2. Planning Commission Resolutions: R-19-15 and R-20-15
3. Chronology of Dates related to DAP-001-641, DAP-001-187 and DAP-001-309
4. January 23, 2007, Planning Commission Staff Report and Approved Conditions of Approval
5. September 22, 2015, Planning Commission Staff Report (Cover only)
6. February 23, 2016, Planning Commission Staff Report (Cover only)
7. April 12, 2016, Planning Commission Staff Report (Cover only)
8. City Council Draft Resolution Nos. R-35-16 and R-36-16
9. Site Plan

# ATTACHMENT 1

Applicant's Appeal Letter Dated April 21, 2016

**REBBUR, LLC**  
12341 Newport Avenue, D-100  
Santa Ana, California 92705  
(714) 834-0454

April 21, 2016

Carolina R. Padilla, City Clerk  
City of Colton  
650 N. La Cadena Drive  
Colton, CA 92324

Re: Appeal from Planning Commission decision on Application for Modification  
of CUP File No. DAP-001-187  
Conditional Use Permit File No. DAP-000-641  
Resolution No.: R-19-15 and Resolution No.: R-20-15  
Property: 1235 S. Lincoln St., Colton, CA 92324

Dear Ms. Padilla:

Rebbur, LLC is the property owner or the real property indicated above. An application by Valley Pallets, Inc. (File Index No. DAP 001-187) was filed with the City of Colton for Modification of Conditional Use Permit (DAP 000-641) requesting modification of several conditions of approval.

On April 12, 2016, the Planning Commission held a public hearing on the application. The Planning Commission thereafter voted for Resolutions R-19-15 and R-20-16.

#### **NOTICE OF APPEAL OF CONDITIONS**

Rebbur, LLC, pursuant to Colton Municipal Code section 18.58.100, hereby appeals to the City Council regarding Resolution R-19-15, R-20-15 and Exhibit A Conditions of Approval as to the **following conditions**:

1. R-19-15 Section 1 (a) request is made to delete the wording "...and surrounding the perimeter..." (page 2 of 11, line 1).
2. R-19-16 Exhibit A Conditions of Approval paragraph 7 request is made to delete the wording "...and surrounding the perimeter..." (page 5 of 11, line 24).
3. R-19-16 Exhibit A Conditions of Approval paragraph 10 request is made to delete the wording "...along the rear and side yard areas of the perimeter of the site..."

and insert the following: "... an eight (8) foot high block wall along the frontage of the site and a six (6) foot high chain link fence along the side and rear property lines..." (page 6 of 11, lines 7-8).

4. R-19-16 Exhibit A Conditions of Approval paragraph 12 request is made to delete the wording: "... The property owner and/or tenant shall be responsible to maintain 31 parking spaces including disabled parking spaces for 1233 Lincoln Street and 62 parking spaces for 1231 Lincoln Street (note: that there are only 29 current parking spaces in the vicinity of 1231 Lincoln Street. Therefore, additional parking will need to be designed to comply with the minimum parking code requirements for U.S. Rubber Company)." (Exhibit A page 2 of 11, lines 13-16).

5. R-20-16 Section 1 (1) C. Request is made to change this section to allow an 8 foot block wall running along the frontage on Lincoln Street and to allow a 6 foot chain link fence along the rear and side areas of the site. (page 1-2, lines 27-28; 1-2).

6. R-20-16 Section 1 (2) C. Request is made to change this section to allow an 8 foot block wall running along the frontage on Lincoln Street and to allow a 6 foot chain link fence along the rear and side areas of the site. (page 2, lines 10-12).

7. R-20-16 Section 1 (3) C. Request is made to change this section to allow an 8 foot block wall running along the frontage of Lincoln Street and to allow a 6 foot chain link fence along the rear and side areas of the site. (page 2, lines 20-23).

## **BASIS FOR APPEAL**

The basis for the appeal of items 1, 2, 3, 5, 6 and 7 above are that the CUP from 2007 only addressed the frontage for the screening fence. The modification asked for a chain link fence. In working with Planning Commission staff Rebbur, LLC agreed to build an 8 foot block wall along the frontage on Lincoln Street. The Planning Commission, without prior notice to Rebbur, LLC, made its decision such that an 8 foot block wall is to be built around the entire perimeter of the property on the assumption that a block wall would somehow help with firefighting if a fire were to break out on the property. Rebbur, LLC objects to this condition because there is no factual basis to assume that a block wall would assist in firefighting. Depending on the location of the block wall it will interfere with mutual reciprocal easements among the tenants in possession for ingress and egress. In addition, the cost of building a perimeter wall is a burdensome cost for a small company. Having an eight foot high block wall on the sides and rear of the property would restrict the fire department's ability to place hose streams in the most effective positions to fight a potential fire. Having a chain link fence along the sides and rear would allow firefighters to access the property and surround a potential fire by merely cutting the chain link and not having to break down a block wall.

As recommended by the Planning Commission Staff, Rebbur, LLC is respectfully requesting that the City Council approve modification of the CUP to allow an eight (8) foot high block wall along the frontage of the property on Lincoln Street and allow a six

(6) foot high chain link fence along the side and rear property lines. The adjacent industrial and railroad uses do not need screening from each other as they complement each other and no residential use is within close proximity to the side and rear yard property lines.

The basis for the appeal of item 4 above is that this application for modification of the CUP was filed by Valley Pallets, Inc. for its premises. U.S. Rubber Company is not a part of the application for modification and the Conditions of Approval should not link the two companies together.

I have completed this letter of appeal accurately and declare all statements made here are true.

Very truly yours,



David Starr, Managing Member  
Rebbur, LLC  
12341 Newport Ave, D-100  
Santa Ana, CA 92705  
(714) 834-0454

**REBBUR, LLC**  
12341 Newport Avenue, D-100  
Santa Ana, California 92705  
(714) 834-0454

May 4, 2016

City Council  
City of Colton  
650 N. La Cadena Drive  
Colton, CA 92324

Re: Appeal from Planning Commission decision on Application for Modification  
of CUP

File No. DAP-000-641

Resolution No.: R-19-15

Property: 1235 S. Lincoln St., Colton, CA 92324

Honorable Mayor and City Councilmembers:

I am David Starr, the managing member of Rebbur, LLC (“Rebbur”), the owner of the real property located at 1235 Lincoln Street, Colton, CA (“the property”).

Valley Pallet, Inc. (“Valley Pallet”) is a tenant of Rebbur. Valley Pallet filed the proposed modification to the CUP. Valley Pallet is now leaving the premises and its lease is terminated. We expect Valley Pallet to be completely off the property by June 1, 2016.

As of March 1, 2016, Rebbur has taken an assignment of the application for modification of the CUP.

Once the modification requests are approved, the project will meet all the development requirements of the City of Colton’s M-1 Zone.

Since taking over this modification application on March 1, 2016 I have been working closely with the Planning Commission staff. In doing so, I believe **staff has agreed with Rebbur that:**

1. Because of the property’s location and modifications proposed, **the proposed modifications will not create any significant environmental impacts** affecting the citizens of Colton related to aesthetics, air quality, water quality, noise, or traffic.

2. The provisions for on-site **landscaping** do provide adequate protection to neighboring properties from detrimental features of the proposed development. The proposed project modification does include a reduction of landscape coverage. The 0.005% landscape coverage will cover a five-foot front yard planter, planting in parking

areas and around existing office area which meets the intent of the landscape coverage requirement of the Zoning Code.

3. The provisions for exterior lighting are adequate for human safety and will not diminish the value and/or usability of adjacent property: The proposed project is required to meet all **lighting** standards and requirements of the City of Colton for all proposed exterior lighting. This project site is located within an industrial district and is not adjacent to any residential use and is surrounded by railroad on the western boundary.

4. Continuing the property's use for pallet manufacturing, distribution and storage will meet all the requirements of the Uniform Building Code, **Fire Code** and Zoning Code.

5. The proposed modification to the CUP is meant to **clarify conditions** of approval, for the pallet manufacturing, distribution and pallet storage use, which will not be a burden on existing sewer, water, electric, and street services.

6. The proposed modification shall provide an **entry gate** constructed of wrought iron and shall include screening mesh to match the color of the gate materials. We have also agreed to an **eight foot (8') high concrete block wall** with decorative cap along the front of the property.

7. We have agreed that a **trash container** shall be provided within a sufficient capacity to contain all refuse generated by the use. All outside trash and garbage collection areas shall be enclosed or screened with a six foot (6') high wall with gates and shall be located as to allow for convenient pickup and disposal. The design of the trash enclosure shall follow the guidelines of City Specifications on trash enclosures.

8. We have agreed to install an **eight foot (8') high block wall** along the frontage of the property on Lincoln Street. (The original modification asked for a chain link fence.) In working with Planning Commission staff, Rebbur agreed to build an 8 foot (8') block wall along the frontage of the property on Lincoln Street. Without prior notice to Rebbur, however, the Planning Commission directed that an 8 foot (8') block wall be built around the entire perimeter of the property on the assumption that a block wall would somehow help with firefighting or fire containment if a fire were to break out on the property. Rebbur objects to this condition because there is no factual basis to assume that a block wall would assist in firefighting. Depending on the location of the block wall, it will interfere with mutual reciprocal easements among the tenants in possession for ingress and egress. Moreover, the cost of building an eight foot (8') high perimeter block wall is a burdensome cost for a small company. Having such a wall on the sides and rear of the property would restrict the fire department's ability to place hose streams in the most effective positions to fight a potential fire. By contrast, having a chain link fence along the sides and rear perimeter would allow firefighters to access the property and surround a potential fire by merely cutting the chain link and not having to break down a block wall.

As recommended by the Planning Commission Staff, Rebbur respectfully requests that the City Council approve a modification of the CUP to allow an eight foot (8') high block wall along the frontage of the property on Lincoln Street as related to this CUP and allow a six foot (6') high chain link fence along the side and rear property lines. The adjacent industrial and railroad uses do not need screening from each other as they complement each other and no residential use is within close proximity to the side and rear property lines.

9. Resolution R-19-16 stated in part on Exhibit A ("Conditions of Approval") in paragraph 12 that: "...The property owner and/or tenant shall be responsible to maintain 31 parking spaces including disabled parking spaces for 1233 Lincoln Street and 62 parking spaces for 1231 Lincoln Street (note: that there are only 29 current parking spaces in the vicinity of 1231 Lincoln Street. Therefore, additional parking will need to be designed to comply with the minimum parking code requirement for **U.S. Rubber Company**)."

The basis for the appeal of that statement is that this application for modification of the CUP was filed by Valley Pallet for its premises. U.S. Rubber Company is not a part of the application for modification, and the Conditions of Approval should not link the two uses and companies together.

10. The proposed modification to the CUP for an approved pallet manufacturing, distribution and storage use will provide adequate circulation, parking, and landscaping for the site because of the low number of employees and occasional visitors to the site. The proposed **59 parking spaces** are an adequate number of off-street parking for the use.

In addition, the adjacent right-of-way is adequate and provides direct access onto Lincoln Street, a paved street with sidewalk and landscaped street running the full length of the subject property and, with the installation of five foot (5') landscape planter with block wall also running the length of the frontage of the property on Lincoln Street, will create a safe and attractive street frontage in the block and neighborhood.

In conclusion, I have attended every Planning Commission meeting on these issues and have followed the Planning Commission staff's recommendations on the issues, including (but not limited to) agreeing to the significant cost of constructing a block wall instead of a chain link fence across the front of the property.

I would respectfully request that you approve the modifications as we have agreed to with the Planning Commission staff. I also want to thank Mario Suarez for his diligence and professionalism in working with me.

Very truly yours,



David Starr, Managing Member

# ATTACHMENT 2

Planning Commission Resolutions: R-19-15 and R-20-15

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**RESOLUTION NO. R-19-15**

**A RESOLUTION OF THE OF THE CITY OF COLTON PLANNING COMMISSION APPROVING MODIFICATION OF CONDITIONAL USE PERMIT (DAP-000-641) REQUESTING MODIFICATION OF SEVERAL CONDITIONS OF APPROVAL TO ALLOW A PALLET MANUFACTURING, DISTRIBUTION AND PALLET STORAGE USE ON PROPERTY LOCATED IN THE M-1 / SDA (LIGHT INDUSTRIAL / SENSITIVE DEVELOPMENT AREA) ZONE ON PROPERTY MEASURING APPROXIMATELY 3.12 ACRES IN SIZE OF A LARGER SITE THAT MEASURES 6.7 ACRES IN AREA. (FILE INDEX NO. DAP-001-187)**

**WHEREAS**, an application (File Index No. DAP 001-187) was filed with the City of Colton by Frank Shean, President of Valley Pallets, Inc., (hereinafter "Applicant") for Modification of Conditional Use Permit (DAP-000-641) requesting modification of several conditions of approval to allow a pallet manufacturing, distribution, and pallet storage use on property located in the M-1 / SDA (Light Industrial / Sensitive Development Area) Zone on property measuring approximately 3.12 acres lease area of a larger site that measures 6.7 acres consisting of six parcels;

**WHEREAS**, on April 12, 2016, the Planning Commission of the City of Colton held a duly noticed public hearing at which time all persons wishing to testify in connection with the application were heard and the Application was fully examined; and

**WHEREAS**, pursuant to the California Environmental Quality Act ("CEQA"), Section 15301 (Existing Facilities), the project is categorically exempt from CEQA because the project meets the criteria for existing facilities in size and location and would not result in significant environmental impacts.

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

**BE IT NOW THEREFORE RESOLVED AS FOLLOWS:**

**SECTION 1.** Based on the entire record before the Planning Commission and all written and oral evidence presented, and the findings made in this Resolution, the Planning Commission hereby finds that:

- a. *The provisions for vehicular parking and for vehicular and pedestrian circulation on the site, and onto adjacent public Right-of-Way will not create safety hazards; The proposed modification to conditional use permit for an approved pallet manufacturing, distribution and storage use will provide adequate circulation, parking, and landscaping for the site because of the number of employees and low numbers of visitors to the site, visitors arrive on occasion, the proposed 59 parking spaces are adequate number of off-street parking for the use. In addition, the adjacent right-of-way is adequate and provides direct access onto Lincoln Street, a paved street with sidewalk and landscaped street verge running the full length of the subject property and with the installation of five feet landscape planter with block wall also running the full length of the street*

1 frontage and surrounding the perimeter of the site will create a safe and attractive street  
2 frontage in the block and neighborhood.

3 b. *The bulk, location and height proposed will not be detrimental or injurious to other*  
4 *Development in the neighborhood or will result in the loss of or damage to unique*  
5 *natural or topographic features of the site that are important to the environmental*  
6 *quality of life for the citizens of Colton, and the Development is feasible in a manner*  
7 *that will avoid such detrimental or injurious results or such loss or damage;* if the  
8 Variance requests are approved, the project will meet all the development requirements  
9 of the M-1 Zone. The modifications to the project also includes a reduction in the  
10 number of pallet storage areas from 16 to 12 pallet storage areas creating a more  
11 balanced site for the existing pallet manufacturing, distribution and pallet storage use  
12 and the proposed project will not create any significant environmental impacts affecting  
13 the citizens of Colton in that the proposed project is located in an area that will not create  
14 any significant impacts related to air quality, water quality, noise, or traffic. In addition,  
15 continued compliance with all the conditions of approval for DAP-000-641 and replaced  
16 with conditions of approval for this modification of conditional use permit is made to  
17 make it clearer for the applicant and the property owner in complying with conditions  
18 of approval.

19 c. *The provisions for on-site landscaping do provide adequate protection to neighboring*  
20 *properties from detrimental features of the proposed development that could be avoided*  
21 *by adequate landscaping;* in that the proposed project modification does include a  
22 reduction of landscape coverage subject to Variance approval. The 0.005% landscape  
23 coverage will cover a five foot front yard planter, planting in parking areas and around  
24 existing office area which meets the intent of the landscape coverage requirement of the  
25 Zoning Code.

26 d. *The provisions for exterior lighting are adequate for human safety and will not diminish*  
27 *the value and/or usability of adjacent property;* The proposed project is required to meet  
28 all lighting standards and requirements of the City of Colton for all proposed exterior  
lighting. This project site is located within an industrial district and is not adjacent to  
any residential use and is surrounded by railroad on the western boundary.

e. *The exterior design of the buildings and structures will not be injurious or detrimental*  
*to the environmental or historic features of the immediate neighborhood in which the*  
*proposed development is located and will not cause irreparable damage to property in*  
*the neighborhood, to the City and to its citizens;* The proposed pallet manufacturing,  
distribution and storage use will need to meet all the requirements of the Uniform  
Building Code, Fire Code, and Zoning Code requirements prior to issuance to  
occupancy, except as modified herein. The applicant has provided a “*Site Management*

1                    *Plan*” and a condition of approval has been included requiring strict adherence with the  
2                    adopted conditions of approval including the “*Site Management Plan*.”

3                    *f. The proposed Development will not impose an undue burden upon off-site public*  
4                    *services, including sewer, water and streets, which conclusion shall be based upon a*  
5                    *written report of the City Engineer; and there is no provision in the capital works*  
6                    *program of the City to correct the specific burden within a reasonable period after the*  
7                    *development will be completed. The proposed modification to conditional use permit is*  
8                    *meant to clarify conditions of approval, organize responsibility and consequences for*  
9                    *not complying and provides updated language and conditions related to the*  
10                   *maintenance, operation and management operation of the pallet manufacturing,*  
11                   *distribution and pallet storage use, which will not be a burden on existing sewer, water,*  
12                   *electric, and street services. If conditions of approval are not met within a 90 days from*  
13                   *the date of conditional use permit approval, any and all entitlements related to the pallet*  
14                   *manufacturing, distribution and pallet storage use will be investigated and reviewed for*  
15                   *revocation of permits as allowed by the Zoning Code.*

16                   **SECTION 2.** The Planning Commission of the City of Colton, in accordance with the  
17                   California Environmental Quality Act, has found that the project will not have a significant impact  
18                   on the environment and is Categorical Exempt from CEQA under Article 19, Section 15301,  
19                   Class 1 (Existing Facilities) of the CEQA Guidelines. This section pertains to the proposed project  
20                   which does not rise to a level of significant environmental impact and will not be detrimental to the  
21                   health and welfare of the surrounding neighborhood.

22                   **SECTION 3.** Based upon the findings set forth in Sections 1 and 2 of this Resolution, the  
23                   Planning Commission hereby approves Modification to Conditional Use Permit (DAP-000-641),  
24                   subject to the attached conditions of approval (Exhibit “A”).

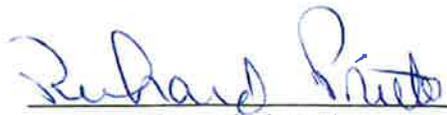
25                   **SECTION 4.** This action by the Planning Commission shall be final unless an appeal of  
26                   the action is filed with the City Clerk’s office in writing, pursuant to Section 18.58.100 of the Colton  
27                   Municipal Code.

28                   **SECTION 5.** This land use entitlement shall become null and void if not exercised within  
one (1) year of this approval and the applicant has not been granted an extension of time by the  
Planning Commission, pursuant to Section 18.58.070 of the Colton Municipal Code.

**SECTION 6.** The Secretary shall certify the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 12<sup>th</sup> day of April 2016.

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Planning Commission Chairperson  
Richard Prieto

ATTEST:

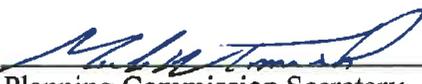


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Planning Commission Secretary  
Mark R. Tomich, AICP

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Planning Commission of the City of Colton at a meeting held on April 12, 2016, by the following vote of the Planning Commission:

- AYES: Archuleta, Larson, Delgado, Granado-Dominquez, Grossich, Prieto
- NOES: Arrieta
- ABSENT:
- ABSTAIN:



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Planning Commission Secretary  
Mark R. Tomich, AICP

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**EXHIBIT "A"**  
**CONDITIONS OF APPROVAL**

THE APPLICANT SHALL COMPLY WITH ALL CONDITIONS AS SET FORTH IN THE FOLLOWING CONDITIONS OF APPROVAL FOR PLANNING CASE # DAP-001-187.

**HOLD HARMLESS**

1. The Applicant shall defend, indemnify, and hold harmless the City of Colton and its officers, employees, and agents from and against any claim, action, or proceeding against the City of Colton, its officers, employees, or agents to attacks, set aside, void, or annul any approval or condition of approval of the City of Colton concerning this project, including but not limited to any approval or condition of approval of the city council, planning commission, or development services director. The City shall promptly notify the Applicant of any claim, action, or proceeding concerning the project and the City shall cooperate fully in the defense of the matter. The City reserves the right, at its own option, to choose its own attorney to represent the City, its officers, employees, and agents in the defense of the matter

**PLANNING DIVISION (909) 370-5079**

2. This approval is for modification of conditional use permit (File Index No. DAP-000-641), as conditioned and modified herein, for the operation of a pallet manufacturing, distribution and pallet storage use as shown on plans stamped January 28, 2016 by the Development Services Department, except as modified herein.
3. These conditions shall replace conditions of approval contained in File Index No. DAP-000-641 for conditional use permit approved on January 26, 2007 for a pallet manufacturing, distribution and pallet storage use located at 1235 S. Lincoln Street.
4. Any plans submitted for building plan check and construction plans for this project shall contain an exact reproduction of these conditions of approval on one of its sheets
5. Any requests for modifications, including any deviation from the approved plans and/or conditions of approval, shall be submitted to the Development Services Director for review, prior to scheduling for Planning Commission meeting.
6. Any proposed signs shall conform to the Sign Code.
7. The Applicant for the pallet manufacturing, distribution and pallet storage use shall provide an entry gate constructed of wrought iron and shall include screening mesh to match the color of the gate materials. In addition, an eight foot high concrete block wall with decorative cap along the entire frontage and surrounding the perimeter of the site, subject to review and approval by the Development Services Director.
8. All pallets stored outdoors shall not exceed the maximum height of sixteen feet (16') and shall be limited to areas designed within the approved site plan. The designated areas shall also be striped to identify the storage areas and fire/circulation areas from being occupied. An explanation of allowing a maximum of 16 feet high pallet storage areas shall be included in the

- 1 Site Management Plan, subject to review and approval by the Fire Marshal and Development  
2 Services Director.
- 3 9. As per Development Code Section 18.24.140, a trash container shall be provided within a  
4 sufficient capacity to contain all refuse generated by the use. All outside trash and garbage  
5 collection areas shall be enclosed or screened with a six foot (6') high wall with gates and shall  
6 be located as to allow for convenient pickup and disposal. The design of the trash enclosure  
7 shall follow the guidelines of City Specifications on trash enclosures.
- 8 10. As per Development Code Section 18.38.070 C. the height of screening for all storage areas or  
9 industrial operations shall be eight (8') feet for all zones, that the applicant shall install a  
10 minimum eight (8') feet high block wall along the rear and side yard areas of the perimeter of  
11 the site, subject to review and approval by the Development Services Department.
- 12 11. The Applicant, tenants and/or Property Owner shall, at all times, operate and maintain the  
13 property (1231, 1233 and 1235 Lincoln Street), including but not limited to fences, lighting,  
14 landscaping, paving and street sidewalk landscaped areas so as not to constitute a nuisance in  
15 the community.
- 16 12. All parking provided shall meet the requirements of Chapter 18.36 of the Colton Zoning Code.  
17 The applicant shall provide 59 parking spaces including disabled parking requirements for 1235  
18 Lincoln Street, subject to review and approval of the Development Services Director. The  
19 property owner and/or tenant shall be responsible to maintain 31 parking spaces including  
20 disabled parking spaces for 1233 Lincoln Street and 62 parking spaces for 1231 Lincoln Street  
21 (note: that there are only 29 current parking spaces in the vicinity of 1231 Lincoln Street.  
22 Therefore, additional parking will need to be designed to comply with the minimum parking  
23 code requirement for U.S. Rubber Company).
- 24 13. Gas meters, backflow prevention devices and other ground-mounted mechanical or electrical  
25 equipment installed by the developer shall be inconspicuously located and screened, as  
26 approved by the Development Services Director. Location of this equipment shall be clearly  
27 noted on landscape construction documents.
- 28 14. Electrical and other service facilities shall be located within an interior electrical room or  
approved comparable location. All electrical service facilities shall be totally screened from  
public view, as approved by the Planning Division.
15. The Applicant and/or Property Owner shall comply with all requirements of all reviewing  
agencies and shall comply with all applicable local, state, and federal rules, laws, and  
regulations.
16. The Applicant shall obtain approval of a Business Occupancy Permit (BOP) within 60 days of  
this approval. The hours of operation for the pallet use shall be from 5:00 a.m. to 12:30 a.m. –  
Monday through Friday and 7:00 a.m. to 12:00 pm on Saturday. Closed Sunday except for  
office hours may be kept to operate the administrative portion of the Pallet Use.
17. Once the BOP is approved the Applicant shall pay for a business license fees dating back to  
February 1, 2007, including any penalties, to the City Business License Officer within 10 days  
of the BOP approval or Temporary BOP Approval.

1  
2 18. The Applicant shall provide a status report to the Development Services Director on the status  
3 of compliance with all conditions of approval 45 days from the date of approval.  
4 Noncompliance with this condition may initiate investigation and discussion for revocation of  
5 this conditional use permit and variance approvals by City Staff.

6 19. All Applicant shall comply with all Fire Code requirements including maintaining and keeping  
7 fire access roads and separation requirements/setbacks free of debri, pallets,  
8 trucks/autos/trailers and any other obstruction of any fire access roads, separation distance  
9 requirements at all times. Noncompliance with this requirement is subject to investigation and  
10 review by the Fire and Development Services Department for possible discussion and dialogue  
11 with the Planning Commission for revocation of conditional use permit and variance approvals  
12 to allow a pallet manufacturing, distribution and pallet storage use at 1235 Lincoln Street.

13 20. There shall be a review of conditions of approval and a Special Inspection within 90 days  
14 following this approval by the Building, Planning and Fire Department.

15 **CODE ENFORCEMENT:**

16 21. Comply with the requirements of the City of Colton **Code Enforcement/Police**, including the  
17 following:

- 18 a. Landscaping: Property manager or tenant will maintain all approved landscaping in  
19 good condition, including but not limited to adequate irrigation, mowing of grass, and  
20 replacing dead trees and shrubs. Above ground landscaping controls or backflow valves  
21 will be secured in a locked metal cage to prevent theft or vandalism.
- 22 b. Loitering: Loitering is prohibited on or about the premises. No exterior fixtures or  
23 furnishings at or adjacent to the location that encourage loitering and nuisance  
24 behavior.
- 25 c. Litter/Graffiti: The exterior of the business and areas adjacent to the business over which  
26 they have control, including all signs and accessory buildings and structures, shall be  
27 maintained free of litter and graffiti at all times. The owner or operator shall provide for  
28 daily removal of trash, litter and debris from the premises and on all abutting sidewalks  
and parking lots within twenty (20) feet of the premises. Graffiti shall be removed within  
forty-eight (48) hours upon notification with a color-matching paint. The expectation  
for graffiti cover up is an appearance that the graffiti never existed.
- d. The applicant shall grant “right of access” by the city or agent to remove graffiti.
- e. Exterior Lighting: All lightning will be maintained in good working order. All lighting  
shall be shown on the required plot plans. Lighting level will be a minimum foot candles  
as required by ordinance. The placement of the lighting fixtures shall be such that the  
angle of projected light does not interfere or hinder the vision of police officers or  
security personnel patrolling the areas. All lighting will be properly shielded so as to  
not trespass or disturb neighboring residences, adjacent businesses, or persons while  
driving vehicles upon the roadway. In the event a lighting fixture becomes inoperable,  
property management will have the lighting repaired within 72 hours.

- 1
- 2 f. Storage: Parking and trash areas will not be used for storage of hazardous materials,  
3 including but not limited to tires, waste oil, and inoperable or unregistered  
4 vehicles. Property manager or tenant shall promptly abate hazardous materials or  
5 inoperable vehicles. General exterior storage areas will be screened from public view.
- 6 g. Emergency Access: The business must be equipped with a Knox device to facilitate  
7 emergency access.
- 8 h. Signage: Applicant will fully comply with Colton Municipal Code 18.50 Sign Ordinance  
9 as amended. Temporary promotional signs require a permit and must be authorized by  
10 Development Services prior to display. Refer to code for additional signage permitting  
11 and requirements.
- 12 i. Advertisements: Handbills or advertisements may be distributed in public places  
13 person-to-person but will not be placed or left upon unoccupied vehicles or otherwise  
14 left unattended in public places.
- 15 j. Special Events: Per Colton Municipal Code section 5.44, applicant shall not conduct,  
16 operate, maintain, organize, advertise, or sell or furnish tickets for a special event or  
17 permit the subject property to be used for any special event without first obtaining a  
18 special event permit. Special events include, but are not limited to, sales events where  
19 merchandise, goods, or vehicles are displayed for sale on the property, political  
20 functions, fundraising events by non-profit entities, and events featuring motivational  
21 or educational speakers. The Special Event Committee may expressly grant a minor  
22 variance of conditions specific to individual special events.
- 23 k. Surveillance Monitoring: Should permittee install a video surveillance monitoring  
24 system, the video system shall be capable of recording a clear view of all areas of the  
25 subject property including, but not limited to, parking lots, walkways, corridors, all  
26 sides of buildings, the perimeter landscape and grass areas. Recordings shall be  
27 retained for a minimum of 30 days. Copies of recordings will be provided to the  
28 Colton Police Department upon request.
- l. After hours Contact Information: Permittee will ensure after hours contact person  
information is kept current and on file with the Colton Police Department dispatch  
center. Ideally there should be several responsible persons available to respond in case  
of emergency; each should be a key holder with knowledge of alarm reset codes,  
available to respond within 20-30 minutes, and of sufficient authority to facilitate a  
board up or other emergency repair measures.
- m. Right of Access: Permittee shall grant “right of access” to the City of Colton and its  
employees or agents for the purposes of monitoring compliance with these Conditional  
Use Permit conditions, patrolling, investigating crimes, and enforcing laws and  
ordinances on the subject property. Permittee shall grant “right of access” to the City  
of Colton and its employees or agents to remove graffiti and to determine if the applicant  
is in compliance with these conditions.

**BUILDING**

- 1 21. The above project shall comply with the current California Codes (CBC, CEC, CMC and the  
2 CPC) as well as city ordinances. All new projects shall provide a soils report as well. Plans shall  
3 be submitted to the Building & Safety Division as a separate submittal. The 2013 edition of the  
4 California Codes will become effective for all permit applications submitted after January 1,  
5 2014.
- 6 22. The applicant shall provide required trash enclosures for the project site, subject to review and  
7 approval by the City’s Building Official.
- 8 23. Prior to final inspection, all plans will be placed on a CD Rom for reference and verification.  
9 Plans will include “as built” plans, revisions and changes. The CD will also include Title 24  
10 energy calculations, structural calculations and all other pertinent information. It will be the  
11 responsibility of the developer and or the building or property owner(s) to bear all costs required  
12 for this process. The CD will be presented to the Building & Safety Division for review prior  
13 to final inspection and building occupancy. The CD will become the property of the Colton  
14 Building & Safety Division at that time. In addition, a site plan showing the path of travel from  
15 public right of way and building to building access with elevations will be required.

16 **ELECTRIC DEPARTMENT:**

17 24. General Conditions and Requirements:

- 18 a. It has been determined that the project is within the City of Colton. The City of Colton  
19 will provide service to this project. The developer shall meet all City of Colton Electric  
20 Utility service requirements and pay all applicable fees.
- 21 b. The project developer/applicant shall comply with all customer service policies of the  
22 City of Colton Electric Utility Department. The developer shall provide the Electric  
23 Utility with all information necessary to determine the project’s electric service  
24 requirements; and if necessary and at their own expense, install all conduit and vault  
25 systems associated with underground primary/service line extensions and street-lighting  
26 as per the Electric Utility’s approved design. The developer shall pay all charges  
27 associated with the Electric Utility’s cost to construct underground and overhead line  
28 extensions and street-lighting.

29 25. Conditions and requirements specific to the project:

- 30 a. The project developer/applicant is required to attach load calculations during the plan  
31 check process.

32 **FIRE DEPARTMENT**

33 **Site Plan**

- 34 26. Provide detail plans on propane storage on plans. Include location dimensions, vehicle  
35 protection details, and quantities, subject to review and approval by the Development Services  
36 Director and Fire Marshal.
- 37 27. Provide the adjusted dimensions of the delineated pallet stacking located adjacent to the  
38 propane storage, subject to review and approval by the Fire Marshal.
- 39 28. South Gate – Provide a minimum clear width of 26 feet.

- 1  
29. Indicate location of the on-site private fire hydrant. Include details on vehicle protection,  
2 subject to review and approval by the Fire Marshal.  
3  
30. Indicate on plans the location of the proposed truck parking and staging areas, subject to review  
4 and approval by the Fire Marshal and Development Services Director.

5 **Site Management Plan**

- 6 31. Reference Item #4 – Provide details on site maintenance details, subject to review and approval  
7 by the Fire Marshal and Development Services Director. All new owners shall adhere to the  
8 Site Management Plan and hold a meeting introducing themselves to the Development Services  
9 and Fire Department when processing new Business Occupancy.

8 **Other Fire Conditions**

- 9 32. Maintain all wood pallet storage operations in accordance with the City’s Municipal Code  
10 Section 15.16 which adopts and amends the 2012 Edition of the International Fire Code and the  
11 2013 Edition of the California Fire Code.  
12 33. Maintain pallet storage height to a maximum of 16 feet. CMC 15.16.310  
13 34. Maintain pallet storage pile width to a maximum of 20 feet and 70 feet in length. CMC  
14 15.16.310  
15 35. Maintain a minimum of 20 foot separation between pallet piles and a minimum 26 foot  
16 separation from all property lines or exposures. CMC 15.16.310  
17 36. Provide and maintain fire department access roads throughout. Fire access roads shall be a  
18 minimum of 26 feet in width and shall be maintained within 150 feet of all pallet storage areas  
19 and structures.  
20 37. Junk wood shall be removed from the site, subject to review and approval by the Fire Marshal  
21 within 10 days of written or verbal notice. If compliance is not met, investigation and review  
22 of the approved Conditional Use Permit and Variance shall be subject to revocation procedures  
23 of the Zoning Code.  
24 38. Maintain a minimum 30 foot clearance on all sides on the onsite fire hydrant.  
25 39. LPG Storage – All LPG storage shall be stored a minimum of 10 feet from any pallet storage  
26 and shall be protected from vehicular impact (protection posts).  
27 40. A Fire Code Operational Permit is required to store, handle, repair or manufacture pallets.  
28 Make application for the required Fire Permit. The Fire Permit may be issued upon compliance  
with all fire code related violations.

26 **PUBLIC WORKS:**

27 **41. IMPROVEMENTS – 1231 through 1235 Lincoln Street**

- 28 a) All parkway and unpaved areas within the public right-of-way fronting the project shall be landscaped and maintained, and an automatic sprinkler system installed.

- 1
- 2 b) Install street trees (based on 1 parkway tree per 50 feet of property frontage) and provide
- 3 landscaping in public right of way.
- 4 c) Dedicate sufficient Right of Way to provide for (30') half width along Lincoln Street.

5 **42. ADDITIONAL PUBLIC WORKS REQUIREMENTS**

- 6 a) The Owner and Contractor are responsible for complying with National Pollutant Discharge
- 7 Elimination System Ordinance, during and after construction.
- 8 b) All storm waters originating from the development should be draining to the street. No
- 9 contaminated water shall be allowed to discharge on sidewalks, gutters, storm drains,
- 10 parkways and driveways.
- 11 c) The City Engineer may require other information deemed necessary.
- 12 d) Place City Standards grading and drainage notes, includes NPDES requirements on grading
- 13 plan.
- 14 e) If Utilities are installed that would require trenching within existing street pavement,
- 15 resurfacing or slurry seal of the affected area may be required, as determined by the City
- 16 Engineer.
- 17 f) The property is located on a Zone AE that is a special Flood Hazard Area subject to
- 18 inundation by the 1% annual chance flood event. The applicant shall comply with all
- 19 (FEMA) Federal Emergency Management Agency requirements.
- 20 g) Owner/Contractor shall comply with these requirements and City Engineer's directions
- 21 during any course of construction.
- 22 43. The applicant shall not store any pallets around the manufacturing building and keep areas clear
- 23 around the manufacturing building of the site. Include this specific condition in the site
- 24 management plan submitted to the Fire Department. Storage of pallets and not keeping these
- 25 areas clear is subject to violation of CUP and subject to investigation, notice of violation, and/or
- 26 code compliance fees as permitted by the Colton Municipal Code.
- 27 44. The applicant must install a dust collection system for the pallet manufacturing building, subject
- 28 to review and approval process of the Building Division.

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**RESOLUTION NO. R-20-15**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF COLTON APPROVING A VARIANCE TO ALLOW 59 PARKING SPACES INSTEAD OF 95; AND VARIANCE TO ALLOW .005% LANDSCAPING INSTEAD OF 15% LANDSCAPING, SUBJECT TO FINDINGS FOR EACH VARIANCE AND CONDITIONS OF APPROVAL LOCATED AT 1235 S. LINCOLN STREET, WITHIN THE M-1/SDA (LIGHT INDUSTRIAL / SENSITIVE DEVELOPMENT AREA) ZONE. (FILE INDEX NO.: DAP-001-187).**

**WHEREAS**, an application (File Index No. DAP 001-187) was filed with the City of Colton by Frank Shean, President of Valley Pallets, Inc., (hereinafter "Applicant") for a **Variance** to allow 59 parking spaces instead of 95; and **Variance** to allow 0.05% landscaping instead of 15% landscaping, subject to findings for each Variance and conditions of approval located at 1235 S. Lincoln Street, designated M-1/SDA (Light Industrial / Sensitive Development Area) Zone. (APN: 0163-302-11, 12, 13, 14, 15 and 0163-311-35); and

**WHEREAS**, on April 12, 2016, the Planning Commission of the City of Colton held a duly noticed public hearing at which time all persons wishing to testify in connection with the application were heard and the Application was fully examined; and

**WHEREAS**, pursuant to the California Environmental Quality Act ("CEQA"), Section 15301 (Existing Facilities), the project is categorically exempt from CEQA because the project meets the criteria for existing facilities in size and location and would not result in significant environmental impacts.

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

**SECTION 1.** Based on the entire record before the Planning Commission and all written and oral evidence presented, including the staff report, the Planning Commission makes the following findings in accordance with the Colton Municipal Code:

1. *There are exceptional or extraordinary circumstances or conditions applicable to the property involved, or to the intended use of the property, which do not apply generally to other property in the same zoning district and neighborhood in which the property is located in that:*
  - A. The Variance to allow 59 parking spaces instead of 95 parking spaces warrant reduction because the property's irregular lot shape and function do not lend itself to providing the required 95 parking spaces for the proposed pallet manufacturing and storage use.
  - B. The Variance to allow .005% landscape coverage instead of 15% is warranted because the site's irregular shape and function. The majority of the site is being used for pallet manufacturing and storage and areas such as parking, office location and five foot planter along the entire frontage of the leased site are being landscaped of the project site which fulfills the intent of the landscape requirement.
  - C. The Variance to allow six foot chain link fence along the rear and side yards instead of eight feet was denied because Planning Commission concerns that a future pallet fire may

1 spread to adjacent properties. If the property is properly screened and protected by an  
2 eight foot high block wall, the risk of fire spreading may be minimized.

3 **2. That such Variance is necessary for the preservation and enjoyment of a substantial**  
4 **property right of the applicant in that:**

5 A. The Variance to allow a reduction in the parking requirement will not cause overflow  
6 parking demand into the street and 59 parking spaces are adequate to provide for a site  
7 with 25 employees. The majority of the site is used for the storage and manufacturing of  
8 pallets on a lot that is irregular in shape.

9 B. The Variance to allow .005% landscape coverage instead of 15% as required by the  
10 Zoning Code is warranted because of the irregular shape, location and size of the property.  
11 Furthermore, the function of the site is primarily for the use of a pallet manufacturing and  
12 storage use and is surrounded by industrial properties. The applicant is providing  
13 adequate landscaping along the front of the property, in parking areas and around the  
14 existing office area fulfilling the intent of the landscape coverage requirement.

15 C. The Variance to allow six foot chain link fence along the rear and side yards instead of  
16 eight (8) feet was denied because Planning Commission concerns of future fire of a pallet  
17 use would be reduced in affecting other properties if the property was screened by an eight  
18 foot high block wall along the side and rear lots of the pallet use including development of  
19 the front eight foot block wall with 8 foot wrought iron gate screening.

20 **3. That the granting of the variance will not be materially detrimental to the public welfare or**  
21 **injurious to property and improvements in the zoning district and neighborhood in which**  
22 **the property is located in that:**

23 A. The Variance to allow a reduction in the parking will not be detrimental to the public  
24 welfare or injurious to property and improvements in the M-1 Zone and neighborhood in  
25 which the property is located because the pallet storage and manufacturing use employs a  
26 maximum of 25 employees and on occasion a guest visits the site. The 59 parking spaces  
27 is a sufficient number of spaces for the use.

28 B. The Variance for the reduction in landscape coverage will not be detrimental to the public  
welfare or injurious to property and improvements in the M-1 Zone and neighborhood in  
which the property is located because the applicant is providing adequate landscaping  
along the street frontage; parking area and office location.

C. The Variance to allow six foot chain link fence along the rear and side yards instead of  
eight feet was denied because Planning Commission concerns of future fire of a pallet use  
would be reduced in affecting other properties if the property was screened by an eight  
foot high block wall along the side and rear lots of the pallet use including development of  
the front eight foot block wall with 8 foot wrought iron gate screening.

**4. That the granting of such a Variance will not be contrary to the objectives of the General**  
**Plan.** The subject site is located within an area designated as Light Industrial in the General  
Plan. Approval of the Variance for reduction in parking, landscape coverage and outdoor  
screen fence requirements is not detrimental and consistent with the following policies of the  
General Plan Land Use Element:

**Goal LU-7: states** *“Provide opportunities for all neighborhoods in Colton to be in a  
healthy and attractive physical condition.”*

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**Policy LU-7.1 states** “*Stress the importance of property maintenance and rehabilitation activities to improve neighborhood conditions.*”

**SECTION 2.** The Planning Commission of the City of Colton, in accordance with the California Environmental Quality Act, has found that the project will not have a significant impact on the environment and is Categorical Exempt from CEQA under Article 19, Section 15301, Class 1 (Existing Facilities) of the CEQA Guidelines.

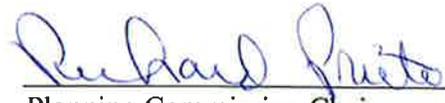
**SECTION 3.** Based upon the findings set forth above, the Planning Commission hereby denies the Variance for the wall height and materials (?) and approves th Variance for [list – parking, landscaping], subject to the Conditions of Approval set forth in attached Exhibit “A” of Resolution No. R-20-15.

**SECTION 4.** This action by the Planning Commission shall be final unless an appeal of the action is filed with the city clerk’s office in writing, pursuant to Section 18.58.100 of the Colton Municipal Code.

**SECTION 5.** This land use entitlement shall become null and void if not exercised within one year of this approval and the Applicant has not been granted an extension of time by the Planning Commission, pursuant to Section 18.58.070 of the Colton Municipal Code.

**SECTION 6.** The Secretary shall certify the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 12<sup>th</sup> day of April 2016.



Planning Commission Chairperson  
Richard Prieto

ATTEST:

  
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Planning Commission Secretary  
Mark R. Tomich, AICP

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I hereby certify that the foregoing is a true copy of a resolution adopted by the Planning Commission of the City of Colton at a meeting held on April 12, 2016 by the following vote of the Planning Commission:

AYES: Archuleta, Larson, Delgado, Granado-Dominquez, Grossich, Prieto

NOES: Arrieta

ABSENT:

ABSTAIN:



Planning Commission Secretary  
Mark R. Tomich, AICP

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**EXHIBIT "A"**  
**CONDITIONS OF APPROVAL**

THE APPLICANT SHALL COMPLY WITH ALL CONDITIONS AS SET FORTH IN THE FOLLOWING CONDITIONS OF APPROVAL FOR PLANNING CASE # DAP-001-187.

**HOLD HARMLESS**

1. The Applicant shall defend, indemnify, and hold harmless the City of Colton and its officers, employees, and agents from and against any claim, action, or proceeding against the City of Colton, its officers, employees, or agents to attacks, set aside, void, or annul any approval or condition of approval of the City of Colton concerning this project, including but not limited to any approval or condition of approval of the city council, planning commission, or development services director. The City shall promptly notify the Applicant of any claim, action, or proceeding concerning the project and the City shall cooperate fully in the defense of the matter. The City reserves the right, at its own option, to choose its own attorney to represent the City, its officers, employees, and agents in the defense of the matter

**PLANNING DIVISION (909) 370-5079**

2. This approval is for a **Variance** to allow 59 parking spaces instead of 95; and **Variance** to allow .005% landscaping instead of 15% landscaping on an approximately 3.12 acres lease area of an overall site that measures 6.7 acres consisting of six parcels zoned M-1/SDA, Light Industrial/Sensitive Development Area, as shown on the plans dated 09/10/15, by the Development Services Department.
2. Any requests for modifications, including any deviation from the approved plans and/or conditions of approval, shall be submitted to the Development Services Director for review, prior to implementation of the modification. Significant deviations from the approved plans or conditions of approval shall be subject to review and approval by the Planning Commission. The applicant requesting the modification shall supply information deemed necessary by the Director and/or Commission to make a determination.
3. Prior to implementation of this approval, plans shall be submitted to the Development Services Department for review and building permits and/or other appropriate permits shall be obtained.
4. Any plans submitted for building plan check and construction plans for this project shall contain an exact reproduction of these conditions of approval on one of its sheets.
5. All conditions of approval of Planning Commission Resolution No. R-19-15 shall be met, except as modified herein.

# ATTACHMENT 3

Chronology of Dates related to DAP-001-641, DAP-001-187 and DAP-001-309

# CITY OF COLTON

## CHRONOLOGY OF DATES

### 1235 S. Lincoln Street

The existing pallet use has been operating since approximately mid to late 2007. A final BOP approval and Business License has not been issued. The following is a chronology of events:

- 01-23-2007 Planning Commission approves CUP to allow the Pallet Manufacturing and Storage Use (File Case No. DAP-000-641)
- 10-25-2007 Business Occupancy Permit (BOP-116-289) application submitted for pallet manufacturing use –Inspections were not passed and subsequently BOP expired. Business is currently unlicensed.
- 11-13-13 City Business License Officer reports to Code Enforcement about Valley Pallets operating without a business license. Code Enforcement opens up a case file and starts investigation.
- 01-09-2014 Planning Staff mailed/emailed a letter of noncompliance with 2007 CUP after receiving an anonymous complaint about the business operating without a business license permit.
- 01-22-2014 Staff Receives a letter from the owner/attorney disputing staff's letter and potential revocation hearing for CUP to allow the pallet manufacturing and storage use.
- 10-16-2014 Application for Modification of CUP and Variances submitted for Planning Commission Consideration (File Case No. DAP-001-187)
- 11-13-2014 Application Incomplete Letter emailed / mailed to the applicants to clarify application proposal.
- 07-28-2015 MCUP and Variance scheduled for Planning Commission consideration. Recommendation for continuance to clarify applicants Variance request and possible renote of agenda item.
- 09-22-2015 Planning Commission reviews MCUP and Variance application. The Planning Commission continued the application review for 90-days to allow the applicant time to complete 2007 CUP conditions of approval.
- 02-23-2016 MCUP and Variance continued the agenda item to allow staff to finalize conditions of approval with applicant. In addition, the Planning Commission requested the following information:
  - Planning Staff to contact the City of Fontana to learn what they have learned for deterring fire and other dangers of a pallet use.
  - Verify status of electrical service provided to the site.

- Include a condition on hours of operation and truck traffic based on application.
- Start process with Valley Pallets to provide a temporary occupancy for Valley Pallets in order to complete business license application. A new BOP application must be submitted on Monday, February 28, 2016.

03-08-2016 Planning Commission continued this agenda item to March 22, 2016 at the request of the new applicants of the MCUP and Variance. In addition, staff informed the applicant of the following:

- The Planning Commission expressed a reluctance to consider any further continuances and would urge you to finalize your plans for the site.
- If the intent is to begin a phase out of Valley Pallets business, the Planning Commissioners recommended that Valley Pallets initiate and obtain a Final Business Occupancy Permit, request the appropriate inspections immediately, and pay business license fees dating back to business start date in 2007 to assure the use is being operated safely and in accordance with all City regulations during the phase out period.
- Finally, at the March 22 meeting, the Planning Commission would like you to be prepared to discuss proposed truck access to the site and provide information concerning whether it is appropriate to limit the operation hours, limit the number of trucks traveling to and from this area until additional access can be provided to La Cadena Drive or restrict trucks from traveling through nearby residential streets.

03-15-2015 BOP Application and Business License Application were submitted for processing. Development Services staff completed draft letter to provide the applicant initiation of inspections for BOP and total amount owed to the City's Development Services Business License Division once the BOP is approved.

03-22-2016 Agenda item is requested to be continued to April 12, 2016, to allow City Council to be briefed on the status of this application.

04-12-2016 Planning Commission to approved Modification of Conditional Use Permit and Variances (DAP-001-187), subject to findings and amended conditions of approval.

04-21-2016 Rubber, LLC filed an appeal of the Planning Commission's decision approving Modification of Conditional Use Permit and Variance (DAP-001-187).

05-17-2016 City Council date to review appeal of P.C. Resolution No's R-19-15 and R-20-15 pertaining to pallet use at 1235 S. Lincoln Street located in the M-1/SDA (Light Industrial/Sensitive Development Area) Zone (File Index No. DAP-001-309).

# ATTACHMENT 4

January 23, 2007, Planning Commission Staff Report and  
Approved Conditions of Approval

# PLANNING COMMISSION STAFF REPORT FOR THE MEETING OF JANUARY 23, 2007

**STAFF REPORT BY:** Sky Warden, Associate Planner

**FILE INDEX NUMBER:** DAP-000-641  
(Reference DAP-000-523 & DAP-000-544)

**APPLICANT:** Valley Pallets

**APPLICANT NOTICE DATE:** October 5, 2006

**PERMIT STREAMLING COMPLIANCE DATE:** April 5, 2007

**POSTING OF SITE & PUBLIC NOTICE TO PROPERTY OWNERS:** January 11, 2007

**REQUEST:** Conditional Use Permit to allow the manufacture of wood pallets at an existing industrial property located within the M-1/SDA (Sensitive Development Area) Zone.

**EXISTING CONDITIONS:**

1. Location: 1231 Lincoln Street  
A.P.N. 0163-302-11, 12, 13, 14, 15 & 0163-311-35
2. Area: 6.41 Acres (Approximately)
3. Existing Use: BASF Colton Technical Laboratory & U. S. Rubber
4. General Plan Designation: Light Industrial
5. Existing Zoning: M-1/SDA (Light Industrial / Sensitive Development Area)
6. Surrounding Zoning & Land Use: North: M-1/SDA - Industrial  
South: M-2 - Cascade Lumber  
East: M-1/SDA - Industrial  
West: M-1/SDA – BNSF Railroad

**PROJECT DESCRIPTION:**

The applicant is seeking approval from the Planning Commission to establish a pallet manufacturing and distribution facility within an existing industrial site located at the northwest corner of Lincoln and Washington Street, 1299 Lincoln Street. The company is a regional pallet company with service contracts in place with several large retail distribution centers including MBM, Target, and Costco. The facility currently has several dock high and ground level doors and as proposed all pallet repair work will take place inside the warehouse while all pallets and materials are to be stored outside. The company will recycle all materials with no excess to be thrown away. The operation involves three tractor trailers and one small deliver truck with approximately 20 loads per day being shipped and received. The hours of operation will be Monday through Friday from 7:00 a.m. to 5:00 p.m. and Saturdays from 7:00 a.m. to 12:00 noon with 25 employees.

The total industrial complex includes 52,456 square feet of warehousing and 11,000 square feet of office space, and as proposed, the parking design is to include 170 parking spaces on the main parcel with the buildings. This amount of spaces will exceed the 150 spaces required by the existing and proposed uses. The adjoining smaller lots will be used for additional pallet storage. There are three driveways accessing the complex and one driveway accessing the BASF Colton Technical Laboratory parking lot from Lincoln Street. Conditions of Approval for the project include installation of an eight foot (8') high block wall and landscaping along Lincoln Street frontage for screening of the proposed pallet storage areas.

**ANALYSIS:**

**GENERAL PLAN CONSISTENCY**

The General Plan designation of the project site is Light Industrial. The General Plan states that Light Industrial land use area should include low intensity packing, assembly, storage, and similar uses which do not adversely affect surrounding residential, office, educational or commercial land uses. The proposed project site is currently surrounded by industrial uses. The applicant is requesting approval to establish a pallet manufacturing and distribution facility with all production processes to take place indoors. It is staff's opinion that the proposed project is consistent with the intent and guidelines of the General Plan.

**ZONING CONSISTENCY**

The zoning classification of the proposed project site is M-1 with a SDA overlay (Light Industrial / Sensitive Development Area). The proposed project, a pallet manufacturing and distribution facility, is permitted within the M-1 zone through the Conditional Use Permit process. The SDA overlay zone requires that a change in use be submitted to the commission for review and approval under the Conditional Use Permit procedure to insure sensitive development standards for all proposed uses. The commission must determine that the proposed use is in conformance with the guidelines in the General Plan for this area and that the proposed development meets all requirements of Title 18 for similar developments permitted by right. As stated previously, all production processes are to take place indoors and the Conditions of Approval for the project include installation of an eight foot (8') high block wall and landscaping along Lincoln Street frontage for screening of the proposed pallet storage areas. If the Planning Commission approves a Conditional Use Permit and the applicant complies with the Conditions of Approval, the proposed project will be consistent with the intent and guidelines of the City of Colton Zoning Ordinance.

**COMPATIBILITY TO SURROUNDING USES**

The proposed project site is located within a Light Industrial zone. It is surrounded by industrial uses and trucking and auto storage yards. It is staff's opinion that the proposed project is compatible with the surrounding uses.

**ENVIRONMENTAL CONCERNS/DESIGN REVIEW CONSIDERATION:**

The proposed project is exempt under Section 15301 of the California Environmental Quality Act (CEQA).

The Design Review Committee considered the proposed project on November 6, and on November 20, 2006; at which time the Committee voted to recommend approval of the proposed project subject to Conditions of Approval. Staff concurs with the Committee's recommendation

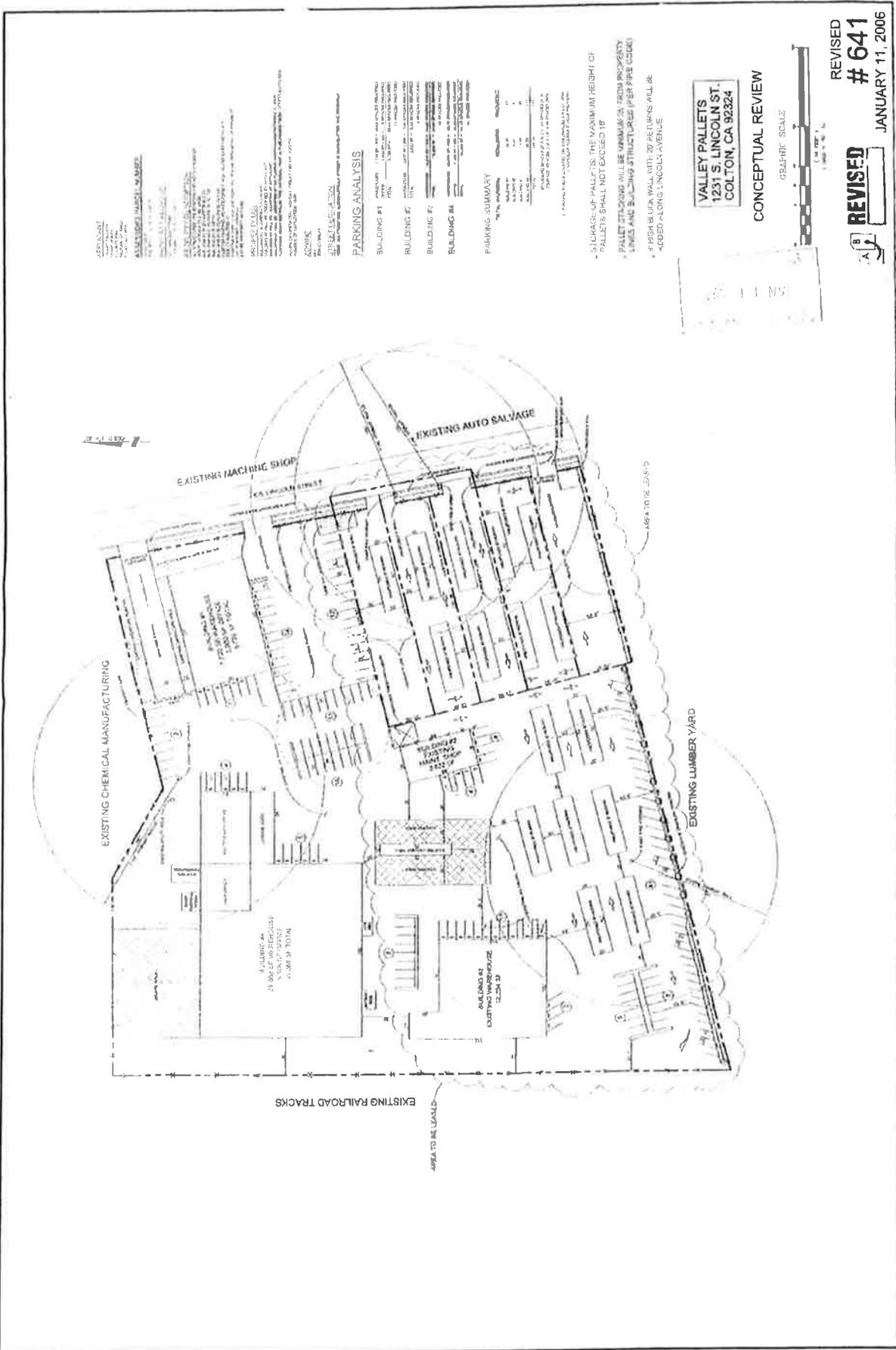
**FINDINGS:**

1. The proposed project is consistent with the intent and guidelines of the General Plan.
2. If the Planning Commission approves the Conditional Use Permit for a pallet manufacturing and distribution facility, and the applicant complies with the Conditions of Approval, the proposed project will be consistent with the Zoning Ordinance.
3. The proposed project is compatible with the surrounding uses.
4. The proposed project will not have a significant effect on the environment and is exempt under Section 15301 of CEQA.

**RECOMMENDATION:**

Based on staff's analysis of the proposed project as referenced above, it is recommended that the Planning Commission approve File Index Number DAP-000-641, which includes the approval of a Conditional Use Permit and adopting a Notice of Exemption, subject to the findings and Conditions of Approval.

(SW 01/17/07)



**APPENDIX**

**VALLEY PALLET'S PROJECT SUMMARY**  
 PROJECT LOCATION: 1231 S. LINCOLN ST., COLTON, CA 92324  
 PROJECT TYPE: MANUFACTURING  
 PROJECT AREA: 10.5 ACRES  
 PROJECT VALUE: \$15,000,000  
 PROJECT START DATE: 2005  
 PROJECT STATUS: CONCEPTUAL REVIEW

**PARKING ANALYSIS**

BUILDING #	TYPE	AREA (SQ FT)	PER 1000 SQ FT	TOTAL
BUILDING #1	WAREHOUSE	100,000	1.0	100
BUILDING #2	WAREHOUSE	100,000	1.0	100
BUILDING #3	WAREHOUSE	100,000	1.0	100
BUILDING #4	WAREHOUSE	100,000	1.0	100
<b>TOTAL</b>				<b>400</b>

**PARKING SUMMARY**

TYPE	AREA (SQ FT)	PER 1000 SQ FT	TOTAL
EXISTING	100,000	1.0	100
NEW	300,000	3.0	300
<b>TOTAL</b>			<b>400</b>

- 1. STORAGE OF PALLETS: THE MAXIMUM HEIGHT OF PALLETS SHALL NOT EXCEED 18'
- 2. PALLET STACKING SHALL BE MINIMUM 2' FROM PROPERTY LINES AND BUILDING STRUCTURES (PER FIRE CODE)
- 3. HIGH BLOCK WALL WITH 20' PERUERS WILL BE ADDED ALONG LINCOLN AVENUE

**VALLEY PALLET'S**  
 1231 S. LINCOLN ST.  
 COLTON, CA 92324

**CONCEPTUAL REVIEW**

GRAPHIC SCALE  
 1" = 100'



**REVISED # 641**  
 JANUARY 11, 2006

# DAP-000-641

## Valley Pallets Proposal



This map is a public resource of general information. This map was produced by the City of Corton Geographic Information Systems Department. The data on this map was acquired from San Bernardino County GIS Department. The City of Corton assumes no warranty or legal responsibility for the information on this map. The information is subject to change without notice.

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# DESIGN REVIEW ACTION FORM

OFFICIAL  
APPROVAL  
BY

**APPLICANT:** VALLEY PALLETS

**FILE NUMBER:** DAP-000-641

**REFERENCE:** DAP-000-333 & DAP-000-544

**REQUEST:** CONDITIONAL USE PERMIT TO ALLOW THE MANUFACTURE OF WOOD PALLETS AT AN EXISTING INDUSTRIAL PROPERTY LOCATED WITHIN THE M-1/SDA (SENSITIVE DEVELOPMENT AREA) ZONE.

- |  |   |
|--|---|
| 1. <b>LOCATION:</b> 1231 SOUTH LINCOLN STREET              | 2. <b>AREA:</b> 6.723 ± ACRES                   |
| 3. <b>GENERAL PLAN:</b> LIGHT INDUSTRIAL                   | 4. <b>ZONING:</b> M-1/SDA                       |
| 5. <b>EXISTING USE:</b> INDUSTRIAL BUILDINGS & PARKING LOT | 6. <b>APN:</b> 0163-302-11, 12, 13, 14, 15 & 35 |

**DRC ACTION:** 11/06/06 – CONTINUED.

**DRC ACTION:** 11/20/06 - CONDITIONAL APPROVAL.

**P.C. ACTION:** 01/23/07 – CONDITIONALLY APPROVED.

**ENVIRONMENTAL DETERMINATION:** EXEMPT UNDER CEQA, SECTION 15301.

**CONDITIONS/REMARKS:** THE APPLICANT SHALL COMPLY WITH ALL CONDITIONS AS SET FORTH IN THE CONDITIONS OF APPROVAL.

## CONDITIONS OF APPROVAL

### HOLD HARMLESS:

1. THE APPLICANT AGREES TO DEFEND, INDEMNIFY, HOLD HARMLESS, AND PROVIDE FOR REIMBURSEMENT OR ASSUMPTION OF ALL LEGAL COSTS IN CONNECTION WITH THIS PROJECT.

### MISCELLANEOUS:

1. THE APPLICANT SHALL ATTACH THESE CONDITIONS OF APPROVAL TO ALL PLANS SUBMITTED FOR BUILDING PERMIT PLAN CHECK. FOR COMMERCIAL/INDUSTRIAL PROJECTS, ALL CONSTRUCTION PLANS MUST CONTAIN AN EXACT REPRODUCTION OF THESE CONDITIONS OF APPROVAL.
2. THE APPLICANT SHALL MEET AND COMPLY WITH ALL REQUIREMENTS OF ALL REVIEWING AGENCIES.
3. ALL PLANS AND SUPPORTING INFORMATION, AS OUTLINED IN THE CONDITIONS STATED WITHIN SHALL BE APPROVED BY THE COMMUNITY DEVELOPMENT DIRECTOR PRIOR TO ISSUANCE OF ANY BUILDING PERMITS, BUSINESS LICENSE OR OCCUPANCY PERMITS, WHICHEVER IS FIRST APPLICABLE.
4. SIGNIFICANT DEVIATIONS FROM THE APPROVED CONDITIONS OR PLANS MUST FIRST RETURN TO THE PLANNING COMMISSION FOR REVIEW.
5. THE APPLICANT SHALL MEET ALL SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (AQMD) REQUIREMENTS, INCLUDING BUT NOT LIMITED TO: AIR QUALITY, EMISSION CONTROLS, REGULATION XV, AND REGULATION VII.
6. THE APPLICANT SHALL PROVIDE AMENITIES WHICH WILL SUPPORT AND ENCOURAGE THE USE OF ALTERNATE MODES OF TRANSPORTATION BY EMPLOYEES AND CLIENTELE, I.E. BICYCLE RACK, BUS SHELTERS AND BENCH SITES, CARPOOL PARKING SPACES, ETC., AS SHALL BE APPLICABLE TO THE PROJECT USE AND LOCATION.

7. THE APPLICANT SHALL REVISE THE SITE PLANS PARKING TO ALLOCATE A MINIMUM OF 151 PARKING SPACES ON LOT APN 0163-311-35 WHICH SHALL MEET ALL DEVELOPMENT DESIGN CRITERIA AND SHALL INCLUDE LANDSCAPING PRIOR TO SUBMITTAL FOR PLAN CHECK AND/OR OBTAINING BUILDING PERMITS. THE SITE PLANS SHALL INCLUDE HANDICAPP ACCESSIBLE PARKING SPACES LOCATED ON THE SHORTEST ACCESSIBLE ROUTE OF TRAVEL FROM ADJACENT PARKING TO ACCESSIBLE ENTRANCES OF THE BUILDINGS. CALIFORNIA BUILDING CODE 1129b TABLE 11B-6 - SPACES REQUIRED, ALLOCATES A MINIMUM OF SIX ACCESSIBLE SPACES.
8. THE PROPOSED PROJECT ENTRY GATE SHALL BE CONSTRUCTED OF WROUGHT IRON AND SHALL INCLUDE SCREENING MESH TO MATCH THE COLOR OF THE GATE MATERIALS.
9. ALL PALLETS STORED OUT DOORS SHALL NOT EXCEED THE MAXIMUM HEIGHT OF SIXTEEN FEET (16') AND SHALL BE LIMITED TO AREAS DESIGNATED WITHIN THE APPROVED SITE PLANS.
10. AS PER DEVELOPMENT CODE SECTION 18.24.140, A TRASH CONTAINER SHALL BE PROVIDED WITH A SUFFICIENT CAPACITY TO CONTAIN ALL REFUSE GENERATED BY THE USE. ALL OUTSIDE TRASH AND GARBAGE COLLECTION AREAS SHALL BE ENCLOSED OR SCREENED WITH A SIX FOOT (6') HIGH WALL WITH GATES AND SHALL BE LOCATED AS TO ALLOW FOR CONVENIENT PICKUP AND DISPOSAL. THE DESIGN OF THE TRASH ENCLOSURE SHALL FOLLOW THE GUIDELINES OF CITY SPECIFICATIONS ON TRASH ENCLOSURES.
11. AS PER DEVELOPMENT CODE SECTION 18.38.040 C. THE HEIGHT OF SCREENING FOR ALL STORAGE AREAS OR INDUSTRIAL OPERATIONS SHALL BE EIGHT FEET (8') FOR ALL ZONES. THE APPLICANT IS TO INCLUDE CIMBING VINES IN ALL LANDSCAPING ADJACENT TO WALLS AND FENCING TO AID IN SCREENING OF THE PROJECT AND TO DISCOURAGE GRAFFITI.

**SIGNS:**

1. THE COMMUNITY DEVELOPMENT DIRECTOR SHALL REVIEW ALL SIGNS. THE DIRECTOR SHALL HAVE SOLE RESPONSIBILITY TO APPROVE OR DENY SAID SIGNS.
2. NO SIGNS SHALL BE ERECTED WITHOUT PROPER PERMITS.

**POLICE DEPARTMENT:**

1. THE APPLICANT OR PERMITTEE SHALL IMMEDIATELY REMOVE ANY GRAFFITTI ON SITE.
2. THE APPLIANT OR PERMITTEE SHALL GRANT "RIGHT OF ACCESS" BY THE CITY OR AGENT TO REMOVE GRAFFITTI.

**SECURITY:**

1. THE APPLICANT MUST COMPLY WITH CITY ORDINANCE NUMBER O-13-89, SECURITY ORDINANCE FOR THE CITY OF COLTON, AND ALL CONDITIONS CONTAINED THEREIN. THE BUILDING DIVISION SHALL PROVIDE YOU A COPY OF THIS UPON REQUEST OR IT CAN BE ACCESSED ON THE CITY WEB SITE AT [WWW.CL.COLTON.CA.US](http://WWW.CL.COLTON.CA.US), UNDER THE CITY CLERK'S DEPARTMENT, MUNICIPAL CODES, TITLE 15, CHAPTER 10.

**AESTHETICS:**

1. THE APPLICANT SHALL MAINTAIN THE ENTIRE PROJECT AREA IN A NEAT, ORDERLY MANNER.
2. ALL LIGHT STANDARD DESIGNS SHALL BE SUBJECT TO REVIEW AND APPROVAL BY THE PLANNING DEPARTMENT. ALL EXTERIOR LIGHTING SHALL BE HIGH PRESSURE SODIUM FIXTURES THAT ARE RECESSED AND/OR SCREENED AND DIRECTED DOWNWARD.

3. THE APPLICANT SHALL AGREE TO BE ANNEXED INTO THE CITY OF COLTON LANDSCAPE MAINTENANCE DISTRICT AT SUCH TIME DEEMED APPLICABLE BY THE CITY.

**ELECTRIC UTILITY DEPARTMENT:**

1. THE APPLICANT SHALL CONTACT THE ELECTRIC UTILITY DEPARTMENT TO OBTAIN ALL CONDITIONS AND REQUIREMENTS REGARDING ELECTRICAL SERVICE AND STREET LIGHTING. IF REQUIRED, THE APPLICANT SHALL INSTALL ALL CONDUIT AND SUBSTRUCTURE SYSTEMS ASSOCIATED WITH ELECTRIC LINE EXTENSIONS AND STREET LIGHTING AS PER THE ELECTRIC UTILITY PLAN. THE APPLICANT SHALL PAY ALL APPLICABLE LINE EXTENSIONS FEES, STREET LIGHTING FEES, CONSTRUCTION CHARGES, PLAN CHECK AND ENGINEERING FEES.

**NOISE:**

1. ALL UNITS WITHIN THE 65 CNEL ZONE SHALL INCORPORATE NOISE ATTENUATION MEASURES MEANT TO DECREASE EXTERIOR NOISE LEVELS TO BELOW 65dbS, AND INTERIOR NOISE LEVELS TO 45dbS.

**BUSINESS LICENSE DIVISION:**

1. ALL GENERAL AND SUBCONTRACTORS MUST OBTAIN A CITY BUSINESS LICENSE PRIOR TO PERFORMING ANY WORK IN THE CITY OF COLTON. PRIOR TO FINAL APPROVAL AND OCCUPANCY, PER C.M.C. 5.02.035, THE CONTRACTOR/SUBCONTRACTOR LIST SHALL BE COMPLETED AND SUBMITTED TO THE BUSINESS LICENSE DIVISION.

**BUILDING:**

1. THE APPLICANT SHALL COMPLY WITH ALL BUILDING CODE REGULATIONS, AND SHALL OBTAIN A BUILDING PERMIT PRIOR TO START OF CONSTRUCTION OF THE PROJECT.

**POLICE DEPARTMENT:**

1. THE APPLICANT OR PERMITTEE SHALL IMMEDIATELY REMOVE ANY GRAFFITI ON SITE.
2. THE APPLICANT OR PERMITTEE SHALL GRANT "RIGHT OF ACCESS" BY THE CITY OR AGENT TO REMOVE GRAFFITI.

**CITY ENGINEER/ENGINEERING DEPARTMENT:**

1. THE APPLICANT SHALL COMPLY WITH ALL CONDITIONS OF APPROVAL FROM THE CITY ENGINEERING DEPARTMENT, LISTED IN THE ATTACHED 1 PAGE MEMORANDUM WHICH IS ATTACHED TO AND MADE A PART OF THESE CONDITIONS OF APPROVAL.

**FIRE DEPARTMENT:**

1. THE APPLICANT SHALL COMPLY WITH ALL CONDITIONS OF APPROVAL FROM THE CITY FIRE DEPARTMENT, LISTED IN THE ATTACHED 2 PAGE MEMORANDUM WHICH IS ATTACHED TO AND MADE A PART OF THESE CONDITIONS OF APPROVAL.

**ENVIRONMENTAL DETERMINATION FILING FEES:**

1. THE APPLICANT SHOULD BE AWARE THAT THIS PROJECT IS NOT CONSIDERED APPROVED UNTIL THE NOTICE OF EXEMPTION HAS BEEN FILED WITH THE SAN BERNARDINO COUNTY. THEY REQUIRE A \$50.00 PAYMENT FOR SAID FILING. THE APPLICANT SHALL SUBMIT TO THE CITY OF COLTON, COMMUNITY DEVELOPMENT DEPARTMENT, ATTN: SKY WARDEN, A CHECK IN THIS AMOUNT, PAYABLE TO: COUNTY OF SAN BERNARDINO. THE CITY WILL SUBMIT THE PAYMENT ALONG WITH THE ENVIRONMENTAL DETERMINATION TO SAN BERNARDINO COUNTY, FOR FILING.

**FEES:**

1. THE APPLICANT SHOULD BE AWARE THAT OTHER FEES, NOT SPECIFICALLY DESIGNATED HEREIN ***MAY*** BE SUBSTANTIAL. IT IS THE APPLICANT'S RESPONSIBILITY TO ASCERTAIN THE AMOUNT OF ALL FEES. MOST FEES WILL BE DUE UPON ISSUANCE OF BUILDING PERMITS. HOWEVER, SOME FEES WILL NOT BE DUE UNTIL THE CERTIFICATE OF OCCUPANCY IS REQUESTED.

**EXPIRATION:**

1. THIS APPROVAL SHALL BE NULL AND VOID ONE (1) YEAR FROM DATE OF APPROVAL IF BUILDING PERMITS OR APPROVED ACTIVITY HAS NOT OCCURRED WITHIN TWELVE (12) MONTHS OF APPROVAL. **TENTATIVE TRACTS** WILL BE VOID TWO (2) YEARS FROM DATE OF APPROVAL IF BUILDING PERMITS HAVE NOT BEEN ISSUED, OR AN EXTENSION REQUESTED PRIOR TO THE EXPIRATION.

**PROJECT APPROVAL:**

1. PROJECT APPROVAL IS NOT CONSIDERED FINAL UNTIL THE APPLICANT SIGNS THE ATTACHED ACKNOWLEDGMENT OF CONDITIONS OF APPROVAL, AND SUBMITS THE EXECUTED FORM TO THE COMMUNITY DEVELOPMENT DEPARTMENT.

**APPEAL:**

1. PLEASE BE ADVISED THAT YOU HAVE THE RIGHT TO APPEAL THE DECISION OR CONDITIONS OF APPROVAL WITHIN 10 DAYS FROM THE DATE OF THE PLANNING COMMISSION ACTION.

***CITY OF COLTON  
COMMUNITY DEVELOPMENT DEPARTMENT  
PLANNING DIVISION***

**DAVID R. ZAMORA, Director  
Community Development Director**

  
\_\_\_\_\_  
SKY WARDEN, Associate Planner

**DATE: JANUARY 24, 2007**

**CITY OF COLTON  
ENGINEERING DEPARTMENT**

DRC MEETING  
October 20, 2006

TO: PLANNING / BUILDING DEPARTMENT/APPLICANT  
FROM: ENGINEERING DEPARTMENT  
SUBJECT: DAP-000-641

**DEVELOPER:**

Valley Pallets  
1231 Lincoln Street

**APN: 0163-30211,12,13,14,15 and 35**

**1. PROJECT DESCRIPTION**

Conditional Use Permit to allow the manufacture of wood pallets at an existing industrial property located within the M-1/SDA Zone.

**2. IMPROVEMENTS**

- a) All parkway and unpaved areas within the public right-of-way fronting the project shall be landscaped and maintained, and an automatic sprinkler system installed.
- b) Install street trees (based on 1 parkway tree per 50 feet of property frontage) and provide landscaping in public right of way.
- c) Dedicate sufficient Right of Way to provide for (30') half width along Lincoln Street.

**3. ADDITIONAL REQUIREMENTS**

- a) The Owner and Contractor are responsible for complying with National Pollutant Discharge Elimination System Ordinance, during and after construction.
- b) All storm waters originating from the development should be draining to the street. No contaminated water shall be allowed to discharge on sidewalks, gutters, storm drains, parkways and driveways.
- c) The City Engineer may require other information deemed necessary.
- d) Place City Standards grading and drainage notes, includes NPDES requirements on grading plan.
- e) If Utilities are installed that would require trenching within existing street pavement, resurfacing or slurry seal of the affected area may be required, as determined by the City Engineer.
- f) The property is located on a Zone AE that is a special Flood Hazard Area subject to inundation by the 1% annual chance flood event. The applicant shall comply with all (FEMA) Federal Emergency Management Agency requirements.

Owner/Contractor shall comply with these requirements and City Engineer's directions during the course of construction.

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

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

Amer Jakher  
Director of Public Works/City Engineer

U:\COA - Engineer\Eng#641 Valley Pallets 11-20-06 DRC.doc

# City of Colton Fire Department

## Design Review Conditions for Development

<b>Date:</b>	11/29/06
<b>File Index Number:</b>	DAP-000-641
<b>Project Name:</b>	VALLEY PALLETS
<b>Location:</b>	1231 S. LINCOLN
<b>Description:</b>	MFG AND STORAGE OF WOOD PALLETS

1. THE DEVELOPMENT SHALL CONFORM WITH ALL THE REQUIREMENTS OF THE CITY OF COLTON'S MUNICIPAL CODE REQUIRING ON-SITE FIRE PROTECTION PRIOR TO CONSTRUCTION.
2. ACCESS ROADWAYS SHALL BE PROVIDED IN ACCORDANCE WITH THE UNIFORM FIRE CODE.
3. A WATER SUPPLY SYSTEM SHALL BE INSTALLED, CAPABLE OF PROVIDING THE REQUIRED FIRE FLOW FOR THE PROPOSED TYPE OF CONSTRUCTION. MINIMUM FIRE FLOW FOR THIS PROJECT SHALL BE 1500 GPM.
4. ON-SITE FIRE HYDRANTS SHALL BE REQUIRED FOR THIS PROJECT, AND INSTALLED PRIOR TO CONSTRUCTION. DETAILED DRAWINGS WITH SUPPORTING CALCULATIONS SHALL BE SUBMITTED TO THE FIRE DEPARTMENT/FIRE PREVENTION BUREAU FOR REVIEW, APPROVAL, AND PERMIT ISSUANCE PRIOR TO INSTALLATION.
5. PREMISE IDENTIFICATION SHALL BE PROVIDED IN ACCORDANCE WITH THE CITY'S SECURITY ORDINANCE #O-13-89, SECTION XIV (RESIDENTIAL), SECTION XV (COMMERCIAL).
6. WHERE ACCESS TO OR WITHIN A STRUCTURE IS RESTRICTED DUE TO SECURED OPENINGS, A "KNOX" RAPID ENTRY KEY SYSTEM WILL BE REQUIRED. KEY BOX OR SWITCH SHALL BE LOCATED IN AN ACCESSIBLE LOCATION, AS DETERMINED BY THE FIRE DEPARTMENT.
7. A FIRE DEPARTMENT PERMIT WILL BE REQUIRED FOR YOUR OPERATIONS IN ACCORDANCE WITH ARTICLE 4 OF THE UNIFORM FIRE CODE. PERMIT SHALL BE OBTAINED FROM THE FIRE PREVENTION BUREAU.
8. PORTABLE FIRE EXTINGUISHERS SHALL BE REQUIRED FOR THIS PROJECT. SIZE, TYPE, AND LOCATIONS SHALL BE DETERMINED BY THE FIRE DEPARTMENT'S FIELD INSPECTOR.
9. THE PROPOSED FACILITY'S USE AND/OR OPERATIONS SHALL BE DESIGNED AND MAINTAINED IN ACCORDANCE WITH THE 2000/2001 EDITIONS OF THE UNIFORM FIRE AND BUILDING CODES / CALIFORNIA FIRE AND BUILDING CODES (TITLE 24).
10. THE APPLICANT SHALL COMPLY WITH ALL FIRE DEPARTMENT REQUIREMENTS.

VALLEY PALLETS  
File Index Number DAP-000-641  
Date of PC Approval: January 23, 2007

**ACKNOWLEDGMENT OF CONDITIONS OF APPROVAL**

I/WE ACKNOWLEDGE RECEIPT OF THE CONDITIONS OF APPROVAL AND I/WE WILL COMPLY WITH ALL REQUIREMENTS CONTAINED THEREIN.

I/WE UNDERSTAND THAT MY/OUR PROJECT IS NOT CONSIDERED APPROVED UNTIL I/WE SIGN THE ACKNOWLEDGMENT OF THE CONDITIONS OF APPROVAL, AND RETURN AN ORIGINAL, SIGNED COPY OF THIS FORM TO THE CITY OF COLTON, COMMUNITY DEVELOPMENT DEPARTMENT, PLANNING DIVISION.

PROJECT NUMBER: **DAP-000-641**

PRINT NAME: FRANK SHEAN  
APPLICANT

PRINT NAME: \_\_\_\_\_  
APPLICANT

SIGNED: [Signature]  
APPLICANT

DATE: 2-7-07

SIGNED: \_\_\_\_\_  
APPLICANT

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

# ATTACHMENT 5

September 22, 2015, Planning Commission Staff Report  
(Cover Report Only)



# Planning Commission Staff Report

City of Colton  
Development Services Department

**MEETING DATE:** September 22, 2015

**FILE INDEX NUMBER:** DAP-001-187

**APPLICANT:** Frank Shean, President of Valley Pallets, Inc.

**PROPERTY OWNER:** Rebbur, LLC

**REQUEST:** DAP-001-187. Modification to Conditional Use Permit (CUP) (File Index No. DAP-000-641) requesting modification of several conditions of approval to allow a pallet manufacturing, distribution and pallet storage use, Variance to allow 59 parking spaces instead of 95; Variance to allow six foot screen fence along the rear and side property lines instead of the minimum eight foot high screen fence/wall; and Variance to allow 3.5% landscaping instead of 15% landscaping on an approximately 3.12 acres lease area of a larger site that measures 6.7 acres consisting of six parcels zoned M-1/SDA, Light Industrial/Sensitive Development Area.

**ACTIONS:**

**APPLICATION FILED:** 10/16/14

**CONSIDERATION OF Application Review Committee (ARC):** April 6, 2015 on-site review and follow up inspection on June 1, 2015 with Fire Department (Provision of Comments and Conditions);

**CONSIDERATION BY THE PLANNING COMMISSION:** 07/28/15;9/22/15 **Decision**\_\_\_\_\_.

**ENVIRONMENTAL DETERMINATION: Exempt under CEQA, Section 15301 (Existing Facilities), Class 1.** 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.

**PROPERTY INFORMATION:**

1. Location: 1235 S. Lincoln St. (APN: 0163-302-11, 12, 13, 14, 15 and 0163-311-35)
2. Lot Size(s): 6.7 acres
3. Existing/Previous Land Use: Pallet Manufacturing and Storage.
4. General Plan Land Use Designation: Light Industrial
5. Zoning: M-1/SDA (Light Industrial/Sensitive Development Overlay)
6. Surrounding Properties:

	Existing Land Use	Zoning	General Plan Land Use Designation
North	Flooring Manufacturer	M1- Light Industrial/SDA	Light Industrial
South	Lumber Storage	M1- Light Industrial/SDA	Open Space - Resource
East	Industrial	M1- Light Industrial/SDA	Light Industrial
West	Railroad	R-U Railroad Utility ROW	Railroad Utility ROW

## 7. Past Planning Actions:

### 1235 Lincoln Street

- 10-25-2007 Business Occupancy Permit (BOP-116-289) application submitted for pallet manufacturing use – Inspections were not passed and subsequently BOP expired. Business is currently unlicensed.
- 6-12-2007 Planning Commission approved Conditional Use Permit (File Index No. DAP-000-695) to allow the installation of a 499 gallon, above ground propane tank.
- 1-23-2007 Planning Commission approved Conditional Use Permit (File Index No. DAP-000-641) to allow the manufacturer of wood pallets at an existing industrial property within the M-1/SDA (Sensitive Development Area) Zone. (**See Attachment 1 and 2 includes PC Minutes**)

### 1231-1235 Lincoln Street

- 09-14-1993 Planning Commission approved Architectural and Site Plan Review to allow a 2,005 square foot enclosed canopy (Case Index No. D-47-93).
- 03-23-1993 Planning Commission approved Conditional Use Permit to allow an 8,000 square foot metal storage building (Case Index No. D-5-93). *Project not built.*
- 08-09-1990 Planning Commission approved conditional use permit to allow 2-story office addition to an existing industrial building (Case Index No. DC-53-90).
- 03-25-1986 Planning Commission approved Conditional Use Permit to allow expansion of an existing manufacturing business located in the M-1/SDA Zone (File Case Index No.: C-2-86 & 20-86A). *File not found.*

## **BACKGROUND**

The subject Modification of Conditional Use Permit (CUP) and Variance is proposed to address conditions of approval required as part of the January 23, 2007 Planning Commission approval. The applicant has informed staff that Valley Pallets was not clear on the next steps for compliance of their CUP. Staff has met with the applicant and their engineer on numerous occasions to clarify, identify conditions that the applicant desires to change, modify or delete from the 2007 Planning Commission approval.

Because the applicant has not been in compliance with the 2007 Conditional Use Permit, the Code Compliance Division of the Police Department has opened a case to assist Development Services Department to achieve full zoning compliance.

The project site has been routinely out of compliance with the Fire Department conditions going back to their original development application submission in 2007. A previous fire citation was provided to the Planning Commission at the August 25, 2015 meeting. The applicants cleaned up the property substantially and are moving towards compliance.

## **PROPERTY INFORMATION**

The property is located at 1235 S. Lincoln Street and is improved with metal buildings, sheds, storage containers and other small structures. The overall project site consists of seven lots totaling 6.7 acres in size. The pallet manufacturing and storage use is being conducted on 3.12 acres in area, which is leased from the landowner, Rebbur, LLC, which also operates a rubber manufacturing business on the property and leases a second building to an office for an underground utility business on the property. Below is an outline of the subject site with seven lots and a red outline of the subject property lease area:



The aerial photograph below provides an overall view of the site zoned M-1/SDA area:



The larger property is in blue and the subject site location is outlined in red. The Site is surrounded by business/industrial buildings to the north and south, railroad to the west and residential, vacant and industrial

properties to the east. The property has direct street access from Lincoln Street – See Attachment 6 – Additional aerial photo of site and surrounding uses.

## PROPOSAL

The applicant is requesting approval of a Modification of Conditional Use Permit (File Index No. DAP-000-641) conditions of approval for the operation of a wood pallet manufacturer and storage use and Variances for three development standards: 1. parking; 2. landscaping; and 3. storage screening requirements of the Zoning Code.

Staff initially notified the applicant in initiation of revocation procedures in September 2014 for not complying with conditions of approval. The applicant decided to request a Modification of Conditional Use Permit, but was initially uncertain as to which conditions he was proposing to modify. The most current request will require modification of Conditions of Approval numbers 7, 8 and 11. The most recent proposed modifications provides a clear description of the amount of landscaping, parking and screening modifications. This is sufficient for staff to analyze for the Planning Commission's consideration.

The applicant's requests include proposed modifications to the following conditions of approval related to DAP-001-641 approved by the Planning Commission in 2007. (See **Conditions of Approval in Attachment 1**) The strikethrough is the proposed modification and the **bold and underline** is the requested change.

7. *The applicant shall revise the site plans parking to allocate a minimum of ~~151~~ 59 parking spaces on lot APN 0163-311-35 which shall meet all development design criteria and shall include landscaping prior to submittal for plan check and/or obtaining building permits. The site plans shall include handicapped accessibility parking spaces located on the shortest accessible route of travel from adjacent parking to accessible entrances of the building. California building code 1129b, Table 11B-6 spaces required, allocates a minimum of ~~six~~ **two** accessible spaces.*
8. *The proposed project entry gate shall be constructed of ~~wrought iron~~ **chain link** and shall include screening mesh to match the color of the gate materials.*
11. *As per Development Code Section 18.38.070 C. the height of screening for all storage areas or industrial operations shall be eight (8') feet **along the front property line and 50 feet from the front block wall on each side of the Valley Pallets project site. for all zones.** ~~The applicant is to include climbing vines in all landscaping adjacent to walls and fencing to aid in screening of the project and to discourage graffiti.~~*

The modification of conditional use permit request also causes a Variance requirement for the parking in providing 59 parking spaces instead of 95 parking spaces; Variance to allow six feet high screening fence along the side and rear property lines; and Variance to allow 3.5% landscaping instead of 15% as required by the Zoning Code.

Presently, the operation of the site includes the following number of employees, hours of operation and number of truck trips per day:

- 25 employees
- Hours of operation are Monday thru Friday from 5 a.m. to 12:30 p.m.
- Saturday hours of operation are from 7 a.m. to 12 p.m. (2 drivers, 1 forklift driver)
- 2 trucks and trailers operates at any one time.
- Approximately 14 loads per day being shipped and received.

**ANALYSIS**

**Compliance with Development Standards**

<b>Standard</b>	<b>Required</b>	<b>Existing</b>	<b>Proposed</b>	<b>Compliance</b>
<b>Lot Area</b>	15,000 sf minimum	6.7 acres	No change	Yes
<b>Lot Depth</b>	100'		No change	Yes
<b>Lot Width</b>	100'	~200+	No change	Yes
<b>Maximum Bldg. Coverage</b>	50%	.05%	No change	Yes
<b>Floor area, total</b>	0.5 FAR or 145,926 sq. ft.	60,004 sq. ft.	No new structures proposed.	Yes
<b>Building Height</b>	50' or 3 stories max	One story	One story	Yes
<b>Setback, front</b>	20' min	20	20 ft.	Yes
<b>Setback, side</b>	None**	Less than 26 feet	26 ft.	Yes
<b>Setback, rear</b>	None	32 ft.	No change	Yes
<b>Landscaping Area</b>	15% of lot area	0%	3.5 %	No***
<b>Parking required for entire site</b>	95 (Valley Pallets) 62 (U.S. Rubber) 31 (Utiliquest)	2 (Valley Pallets) 29 (U.S. Rubber) 31 (Utiliquest)	59 (Valley Pallets) Not addressed (U.S. Rubber)* 31 (Utiliquest)	No***
<b>Screening</b>	8 feet screening	6 feet	Partially 8 feet and 6 feet along side and rear yards	No***
<b>Parking Summary and Handicapped Accessible</b>	1 for each 25 parking spaces if less than 50 spaces provided.	0	2	Yes

\*Note: There are approximately 29 current parking spaces in the vicinity of 1231 Lincoln Street. Therefore, additional parking will need to be designed to comply with the minimum parking code requirement for U.S. Rubber Company.

\*\*The location of the pallet storage areas are adjacent to property lines and in other cases the locations comply with setback requirements. Applicant has addressed the appropriate setback issues on the most recent site plan.

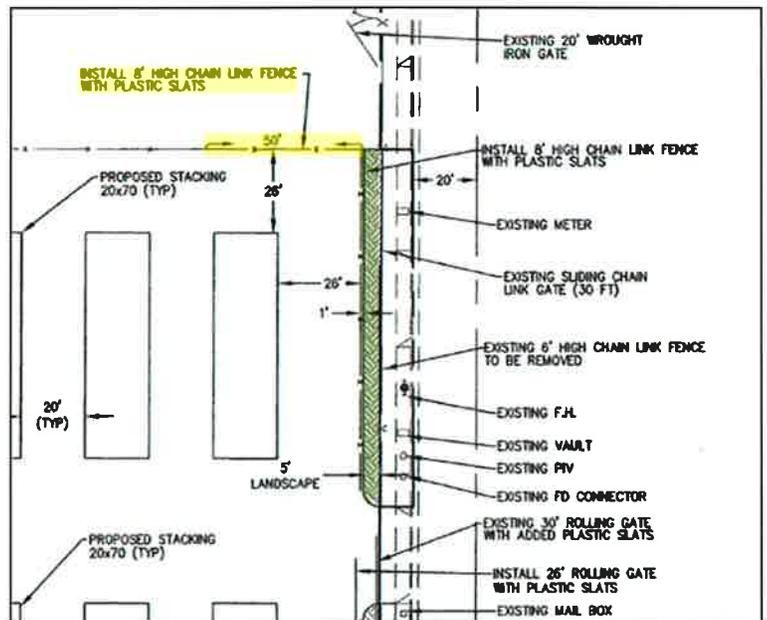
\*\*\*A Variance to allow 59 parking spaces instead of 95 parking spaces is being requested and a Variance to reduce the landscape coverage requirement and a Variance is also requested to provide an 8-foot screen chain link fence with slats along the front property line instead of providing an 8 feet high block wall with wrought Iron gate. Note that the existing two other uses on the site, U.S. Rubber and Utiliquest, are required to comply with the 2007 parking requirement.

**Parking:** A recalculation of the parking requirements indicate an adjustment to the original requirement from 151 parking spaces to 95 parking spaces for the pallet manufacturing and storage use. The applicant has designed 59 parking spaces with the required disabled parking spaces adjacent to the office area of the proposed pallet manufacturing and storage use.

Based on review of the number of employees and proposed number of future truck trip loads generated per day, staff is recommending approval of the 59 parking spaces instead of the 95 parking spaces as required by Zoning Code. However, because the overall site includes U.S. Rubber Company and Utiliquest Company parking for these existing uses will need to be maintained, which includes 62 parking spaces for U.S. Rubber and 31 parking spaces for Utiliquest. Therefore, deletion of Condition of Approval # 7 is recommended to be replaced with Condition #12 requiring 59 parking spaces on the subject site with added language requiring other uses on the site to maintain their 2007 parking space requirements of 62 parking spaces for U.S. Rubber Company and 31 parking spaces for Utiliquest Company. (See Condition # 12 of Resolution No. R-19-15 – Attachment 9).

**Landscape Coverage Requirement:** The applicant is requesting a reduction of the landscape requirements from 15% to 3.5%. The plans depict a landscape planter along the front of the pallet site. However, in order to comply with 3.5% landscape coverage, the applicant will also be providing landscaping along the southern property line and possibly other areas of the site. Staff is recommending approval of the proposed Variance to reduce the landscaping from 15% to 3.5% subject to the findings and conditions of approval. The primary reason for the justification of the Variance approval is that the 3.1 acre site is a working industrial site surrounded by industrial uses and railroad making this parcel different from other to which the regulation applies. The proposed landscape coverage will be provided along the front of the property, parking areas and along the office area of the project site which fulfills the intent of the landscape requirement.

**Outdoor Storage Screening Requirement:** The applicant is requesting a modification of CUP to allow chain link fence for the screening and gate along Lincoln Street instead of building a block wall and wrought iron gate as originally proposed and required by Condition of Approval #8 of the 2007 approved conditional use permit. The primary reason the applicant's would like to make this change is related to cost. The Commission may consider this factor in deciding what material to use. Staff's position is that Valley Pallets has benefited from not fully complying with the required landscaping, parking, installation of original wall and wrought iron gate for eight years and costs really should not be a primary consideration. Staff recommends no change to Condition #8 and that the wrought-iron gate be provided as originally conditioned by the Planning Commission. However, staff supports installation of an eight feet high, 50 feet from the front yard block wall because this is the only part of the property directly visible from the street. (See figure to the right)



With regard to the Variance request related to the screening heights, staff supports the Variance to allow six feet high fence along the side and rear property lines, with the exception of the front of the property, which is proposed with an eight foot high chain link fence with slats 50 feet from the block wall located on the back side of the proposed five foot landscaped area. The primary reason for the Variance is that the adjacent industrial and railroad uses do not need screening from each other as they complement each other and no residential use is within close proximity to the side and rear yard property lines. The location of the site is one of the primary finding for this justification.

**Variance Findings:** The Zoning Code allows for review of a Variance to address development standards such as the request to parking, landscape coverage and height of outdoor storage screening requirements. “The statutory justification for a Variance is that the property owner would suffer unique hardship under the general zoning regulation because a particular parcel is different from the others to which the regulation applies due to its size, shape, topography, location, or surroundings – State Government Code § 65906”. Staff has prepared a draft Resolution for approval making the following findings.

1. **There are exceptional or extraordinary circumstances or conditions applicable to the property involved, or to the intended use of the property, which do not apply generally to other property in the same zoning district and neighborhood in which the property is located in that:**

- A. The Variance to allow 59 parking spaces instead of 95 parking spaces warrant reduction because the property's irregular lot shape and function do not lend itself to providing the required 95 parking spaces for the proposed pallet manufacturing and storage use.
  - B. The Variance to allow 3.5% landscape coverage instead of 15% is warranted because the site's irregular shape and function. The majority of the site is being used for pallet manufacturing and storage and areas such as parking, office location and five foot planter along the entire frontage of the leased site are being landscaped of the project site which fulfills the intent of the landscape requirement.
  - C. The Variance to allow six foot screen fence along the rear and side yards instead of eight feet is supported by the site's location within the far side block corner surrounded by industrial properties and 10 feet below grade of the railroad property located on the western boundary of the site. An eight foot high screen is, however, conditioned to be installed along the front of the property located in back of a five foot landscape planter as originally proposed in 2007.
2. ***That such Variance is necessary for the preservation and enjoyment of a substantial property right of the applicant in that:***
- a. The Variance to allow a reduction in the parking requirement will not cause overflow parking demand into the street and 59 parking spaces are adequate to provide for a site with 25 employees. The majority of the site is used for the storage and manufacturing of pallets on a lot that is irregular in shape.
  - b. The Variance to allow 3.5% landscape coverage instead of 15% as required by the Zoning Code is warranted because of the irregular shape, location and size of the property. Furthermore, the function of the site is primarily for the use of a pallet manufacturing and storage use and is surrounded by industrial properties. The applicant is providing adequate landscaping along the front of the property, in parking areas and around the existing office area fulfilling the intent of the landscape coverage requirement.
  - c. The Variance for six feet high screen fence along the side and rear property lines instead of eight feet high fence is warranted in that the location of the site is located in an industrial district that is tucked away and 10 feet below the finished grade of the adjacent railroad property located on the western boundary of the subject site. Because of the site's location and size, the outdoor screening fence height Variance is needed for the preservation and enjoyment of a substantial property right of the applicant.
3. ***That the granting of the variance will not be materially detrimental to the public welfare or injurious to property and improvements in the zoning district and neighborhood in which the property is located in that:***
- a. The Variance to allow a reduction in the parking will not be detrimental to the public welfare or injurious to property and improvements in the M-1 Zone and neighborhood in which the property is located because the pallet storage and manufacturing use employs a maximum of 25 employees and on occasion a guest visits the site. The 59 parking spaces is a sufficient number of spaces for the use.
  - b. The Variance for the reduction in landscape coverage will not be detrimental to the public welfare or injurious to property and improvements in the M-1 Zone and neighborhood in which the property is located because the applicant is providing adequate landscaping along the street frontage; parking area and office location.
  - c. The Variance for the outdoor storage screening will not be detrimental to the public welfare and injurious to property and improvements in the M-1 Zone and neighborhood in which the property is located because the site is surrounded by industrial property and is 10 feet below grade along the west side adjacent to the railroad property and is not located near residential uses. In addition, an eight foot high block wall will be constructed in back of a five foot landscape planter along Lincoln Street and an eight foot high chain link fence with slats will be built along the south and north property boundaries 50 feet from the front yard block wall further screening the pallet manufacturing use from the public right-of-way along Lincoln Street.

4. *That the granting of such a Variance will not be contrary to the objectives of the General Plan.* The subject site is located within an area designated as Light Industrial in the General Plan. Approval of the Variance for reduction in parking, landscape coverage and outdoor screen fence requirements is not detrimental and consistent with the following policies of the General Plan Land Use Element:

**Goal LU-7: states** *“Provide opportunities for all neighborhoods in Colton to be in a healthy and attractive physical condition.”*

**Policy LU-7.1 states** *“Stress the importance of property maintenance and rehabilitation activities to improve neighborhood conditions.”*

**Updated 2007 Planning Commission Resolution:** In order to clarify the conditions of approval and ensure that the applicant and property owner will complete the improvements within a specific time frame or face possible public hearing to revoke the Conditional Use Permit and Variance approvals staff has added additional conditions of approval and modified existing conditions. In addition, a condition of approval related to late payment of business license fees and penalties from 2007 be made to the City for the eight years in operation shall be paid within 5 days of the Business Occupancy Permit approval. Staff is recommending that all conditions approved in 2007 be updated and replaced with new conditions in Planning Commission Resolution R-19-15 (See Attachment 9)

### **ENVIRONMENTAL DETERMINATION**

Staff analyzed the proposal for California Environmental Quality Act (CEQA) compliance. The proposal is exempt under Article 19, Section 15301 (Existing Facilities), Class 1 of the CEQA Guidelines. 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 adopt:

1. Resolution No. R-19-15: **A RESOLUTION OF THE OF THE CITY OF COLTON PLANNING COMMISSION APPROVING MODIFICATION OF CONDITIONAL USE PERMIT (DAP-000-641) REQUESTING MODIFICATION OF SEVERAL CONDITIONS OF APPROVAL TO ALLOW A PALLET MANUFACTURING, DISTRIBUTION AND PALLET STORAGE USE ON PROPERTY LOCATED IN THE M-1 / SDA (LIGHT INDUSTRIAL / SENSITIVE DEVELOPMENT AREA) ZONE ON PROPERTY MEASURING APPROXIMATELY 3.12 ACRES IN SIZE OF A LARGER SITE THAT MEASURES 6.7 ACRES IN AREA. (FILE INDEX NO. DAP-001-187); and**
2. Resolution No. R-20-15: **A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF COLTON APPROVING A VARIANCE TO ALLOW VARIANCE TO ALLOW 59 PARKING SPACES INSTEAD OF 95; VARIANCE TO ALLOW SIX FOOT SCREEN FENCE ALONG THE REAR AND SIDE PROPERTY LINES INSTEAD OF THE MINIMUM EIGHT FOOT HIGH SCREEN FENCE/WALL; AND VARIANCE TO ALLOW 3.5% LANDSCAPING INSTEAD OF 15% LANDSCAPING, SUBJECT TO FINDINGS FOR EACH VARIANCE AND CONDITIONS OF APPROVAL LOCATED AT 1235 S. LINCOLN STREET, WITHIN THE M-1/SDA (LIGHT INDUSTRIAL / SENSITIVE DEVELOPMENT AREA) ZONE. (FILE INDEX NO.: DAP-001-187).**

# ATTACHMENT 6

February 23, 2016, Planning Commission Staff Report  
(Cover Report Only)



# Planning Commission Staff Report

City of Colton  
Development Services Department

**MEETING DATE:**

February 23, 2016

**FILE INDEX NUMBER:**

DAP-001-187

**APPLICANT:**

Frank Shean, President of Valley Pallets, Inc.

**PROPERTY OWNER:**

Rebbur, LLC

**REQUEST:**

**DAP-001-187. DAP-001-187. Modification to Conditional Use Permit (CUP) (File Index No. DAP-000-641) requesting modification of several conditions of approval to allow a pallet manufacturing, distribution and pallet storage use including the modification of conditions 7, 8, and 11 of DAP-000-641 and reporting on the completion status and compliance with appropriate code requirements; in addition, the City of Colton will be reviewing all conditions for update and modification to current standards since project has not been completed since it's original approval in 2007. In addition, **Variance** to allow 59 parking spaces instead of 95; **Variance** to allow six foot screen fence along the rear and side property lines instead of the minimum eight foot high screen fence/wall; and **Variance** to allow 0.005% or 780 square feet landscaping instead of 15% or 22,368 square feet landscaping on an approximately 3.42 acres of an overall site that measures 6.7 acres consisting of six parcels zoned M-1/SDA, Light Industrial/Sensitive Development Area.**

**ACTIONS:**

**APPLICATION FILED:** 10/16/14

**CONSIDERATION OF Application Review Committee (ARC):** April 6, 2015 on-site review and follow up inspection on June 1, 2015 with Fire Department (Provision of Comments and Conditions);

**CONSIDERATION BY THE PLANNING COMMISSION:** 07/28/15 & 9/22/15; & 2/23/16  
**Decision**\_\_\_\_\_.

**ENVIRONMENTAL DETERMINATION: Exempt under CEQA, Section 15301 (Existing Facilities), Class 1.** 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.

**BACKGROUND**

On September 22, 2015, the Planning Commission voted to continue the Modification of CUP and Variance for 90-days to allow the applicant to finalize full compliance with 2007 Conditional Use Permit Conditions. This report addresses what has been completed in the past 151 days. Staff's work schedule, holidays and other scheduling conflicts with other projects have pushed back review of the 90-day continuance to the February 23, 2016 Planning Commission meeting. On January 28, 2016, the applicant provided a letter with status of compliance with conditions and a plan that was prepared by

their engineer to complete bids for construction of trash enclosure, fence and other improvements required by the 2007 Conditional Use Permit approval (See Attachment 1).

On December 17, 2015, January 18, 2016 and February 11, 2016, staff conducted a drive-by inspections to review property maintenance of the pallet manufacturing and storage use. In the following analysis staff will provide a status of what has been completed to date and another verbal update will be reported at the Planning Commission meeting being held on February 23, 2016.

### ANALYSIS:

The applicant has made progress on providing the following improvements as required by the conditional use permit conditions and plans approved in 2007:

- 51 parking spaces have been provided along the south property line instead of the 95 required parking spaces. An additional 9 parking spaces remain to be provided, including two parking spaces for the disabled.
- The pallets storage areas are reorganized with painted guidelines. The entire site is cleaner and much more attractive and safer than has been in the past.
- The frontage along Lincoln Street has been cleaned up and maintained as shown with pictures provided by the applicant.

On February 11, 2016, the Planning staff confirmed that the property is being well maintained and some progress has been made towards compliance with conditions. The following remaining items need to be completed:

- Permits obtained and construction completed for a trash enclosure.
- Disabled parking needs to be painted and appropriate signs installed.
- The landscaping along the frontage of the lot needs to be completed.
- The wall along the front and chain link fence along portions of the side yard (50 feet from front wall line) need to be replaced with an eight foot high wall and fence.
- The applicant is requesting a **Variance** to allow 59 parking spaces instead of 95; **Variance** to allow six foot screen fence along the rear and side property lines instead of the minimum eight foot high screen fence/wall; and a revised **Variance** to allow 0.005% or 780 square feet landscaping instead of 15% or 22,368 square feet landscaping (previous request was to allow 3.5% of landscaping), which will require Planning Commission approval in order for staff to approve the project's Business Occupancy Permit.
- A detailed list of conditions status has been updated and attached to this update in providing a more comprehensive review (See Attachment 2).

The proposed Modification of Conditional Use Permit and Variances were renoticed in the paper and notices were mailed to property owners and residents. The renoticed includes the most recent Variance to allow less than required landscaping areas for the Planning Commission's consideration.

While the landscaping Variance was modified to further decrease landscaping, staff's original recommendation remains the same.

## **RECOMMENDATION**

Staff recommends that the Planning Commission consider the staff presentation, applicant's letter and testimony and public comments and adopt the following resolutions titled:

1. Resolution No. R-19-15 **A RESOLUTION OF THE OF THE CITY OF COLTON PLANNING COMMISSION APPROVING MODIFICATION OF CONDITIONAL USE PERMIT (DAP-000-641) REQUESTING MODIFICATION OF SEVERAL CONDITIONS OF APPROVAL TO ALLOW A PALLET MANUFACTURING, DISTRIBUTION AND PALLET STORAGE USE ON PROPERTY LOCATED IN THE M-1 / SDA (LIGHT INDUSTRIAL / SENSITIVE DEVELOPMENT AREA) ZONE ON PROPERTY MEASURING APPROXIMATELY 3.12 ACRES IN SIZE OF A LARGER SITE THAT MEASURES 6.7 ACRES IN AREA. (FILE INDEX NO. DAP-001-187)**
2. Resolution No. R-20-15: **A RESOLUTION OF THE PLANNING COM MISSION OF THE CITY OF COLTON APPROVING A VARIANCE TO ALLOW VARIANCE TO ALLOW 59 PARKING SPACES INSTEAD OF 95; VARIANCE TO ALLOW SIX FOOT SCREEN FENCE ALONG THE REAR AND SIDE PROPERTY LINES INSTEAD OF THE MINIMUM EIGHT FOOT HIGH SCREEN FENCE/WALL; AND VARIANCE TO ALLOW .005% LANDSCAPING INSTEAD OF 15% LANDSCAPING, SUBJECT TO FINDINGS FOR EACH VARIANCE AND CONDITIONS OF APPROVAL LOCATED AT 1235 S. LINCOLN STREET, WITHIN THE M-1/SDA (LIGHT INDUSTRIAL / SENSITIVE DEVELOPMENT AREA) ZONE. (FILE INDEX NO.: DAP-001-187)**



Prepared By:  
Mario Suarez, AICP, Senior Planner



Reviewed By:  
Mark Tomich, AICP, Director

### Attachments:

- Attachment-1: Letter and attachments from Valley Pallets, dated January 18, 2016.
- Attachment-2: Updated tables showing status of compliance with 2007 conditions of approval.
- Attachment 3: September 22, 2015, Staff Report Cover only
- Attachment 4: Draft Planning Commission Resolution Nos. R-19-15 and R-20-15

# ATTACHMENT 7

April 12, 2016, Planning Commission Staff Report  
(Cover Report Only)



# Planning Commission Staff Report

City of Colton  
Development Services Department

DATE: April 12, 2016  
TO: PLANNING COMMISSION  
FROM: MARK TOMICH, DIRECTOR OF DEVELOPMENT SERVICES  
PREPARED BY: MARIO SUAREZ, SENIOR PLANNER  
SUBJECT: Agenda Item G-1  
DAP-001-187 –Pallets Use – Modification of CUP and Variances

## BACKGROUND:

This item was continued from the March 22, 2016 Planning Commission meeting to the April 12, 2016 Planning Commission meeting to allow the City Council to review background and status report related to Valley Pallets. No reportable action was taken on April 5, 2016 City Council meeting. Staff was directed to proceed with the Planning Commission's review.

## ANALYSIS:

Attached are the latest Resolutions for the Planning Commission to consider. Staff has updated the draft Planning Commission Resolutions to reflect some of the concerns voiced at previous Planning Commission meetings. Condition No. 16 has been modified to include hours of operation in an effort to reduce the cumulative truck traffic coming to the area and through the residential neighborhood to the north and east of the subject site. The applicant has reviewed and has accepted the condition of approval.

The recommended updated conditions for Draft Resolution No. R-19-15 including #16 described above are listed below (areas in yellow are modified or new):

2. This approval is for modification of conditional use permit (File Index No. DAP-000-641), as conditioned and modified herein, for the operation of a pallet manufacturing, distribution and pallet storage use as shown on plans stamped January 28, 2016 by the Development Services Department, except as modified herein.
16. The Applicant shall obtain approval of a Business Occupancy Permit (BOP) within 60 days of this approval. The hours of operation for the pallet use shall be from 5:00 a.m. to 12:30 p.m. – Monday through Friday and 7:00 a.m. to 12:00 pm on Saturday. Closed Sunday except for office hours may be kept to operate the administrative portion of the Pallet Use.
17. Once the BOP is approved the Applicant shall pay for a business license fees dating back to February 1, 2007, including any penalties, to the City Business License Officer within 10 days of the BOP approval or Temporary BOP Approval, subject to review and approval by the Development Services Department..
18. The Applicant shall provide a status report to the Development Services Director on the status of compliance with all conditions of approval 45 days from the date of approval. Noncompliance with this condition may initiate investigation and discussion for revocation of this conditional use permit and variance approvals by City Staff.

31. Reference Item #4 – Provide details on site maintenance details, subject to review and approval by the Fire Marshal and Development Services Director. All new owners shall adhere to the Site Management Plan and hold a meeting introducing themselves to the Development Services and Fire Department when processing new Business Occupancy.

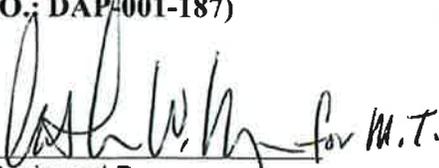
On February 23, 2016, the Planning Commission continued this agenda item to March 8, 2016 to allow staff additional time to discuss final conditions of approval with the applicant and owners of the subject site. Since this time this application has been continued to address concerns from new applicant and address status of the project with City Council. The conditions of approval have been submitted to the new applicants for review. Staff will be reporting the status at the April 12, 2016 Planning Commission meeting.

**RECOMMENDATION:**

Staff recommends that the Planning Commission adopt the following resolution:

1. Resolution No. R-19-15 **A RESOLUTION OF THE OF THE CITY OF COLTON PLANNING COMMISSION APPROVING MODIFICATION OF CONDITIONAL USE PERMIT (DAP-000-641) REQUESTING MODIFICATION OF SEVERAL CONDITIONS OF APPROVAL TO ALLOW A PALLET MANUFACTURING, DISTRIBUTION AND PALLET STORAGE USE ON PROPERTY LOCATED IN THE M-1 / SDA (LIGHT INDUSTRIAL / SENSITIVE DEVELOPMENT AREA) ZONE ON PROPERTY MEASURING APPROXIMATELY 3.12 ACRES IN SIZE OF A LARGER SITE THAT MEASURES 6.7 ACRES IN AREA. (FILE INDEX NO. DAP-001-187)**
2. Resolution No. R-20-15: **A RESOLUTION OF THE PLANNING COM MISSION OF THE CITY OF COLTON APPROVING A VARIANCE TO ALLOW VARIANCE TO ALLOW 59 PARKING SPACES INSTEAD OF 95; VARIANCE TO ALLOW SIX FOOT SCREEN FENCE ALONG THE REAR AND SIDE PROPERTY LINES INSTEAD OF THE MINIMUM EIGHT FOOT HIGH SCREEN FENCE/WALL; AND VARIANCE TO ALLOW .005% LANDSCAPING INSTEAD OF 15% LANDSCAPING, SUBJECT TO FINDINGS FOR EACH VARIANCE AND CONDITIONS OF APPROVAL LOCATED AT 1235 S. LINCOLN STREET, WITHIN THE M-1/SDA (LIGHT INDUSTRIAL / SENSITIVE DEVELOPMENT AREA) ZONE. (FILE INDEX NO.: DAP-001-187)**

  
Prepared by:  
Mario Suarez, AICP, Senior Planner

  
Reviewed By:  
Mark R. Tomich, AICP, Director

**ATTACHMENTS**

1. Chronology of Dates – Project History
2. September 22, 2015 Staff Report with no Attachments
3. February 23, 2016 Staff Report with no Attachments
4. 2007 Conditions of Approval from DAP-000-641
5. Draft PC Resolution for R-19-15
6. Draft PC Resolution for R-20-15
7. Site Plan Dated January 28, 2016

# ATTACHMENT 8

City Council Draft Resolution No. R-35-16 (MCUP) and  
R-36-16 (Variance)

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**RESOLUTION NO. R-35-16**

**A RESOLUTION OF THE OF THE CITY OF COLTON CITY COUNCIL DENYING THE APPEAL AND UPHOLDING THE PLANNING COMMISSION'S DECISION TO APPROVING MODIFY CONDITIONAL USE PERMIT (DAP-000-641) ALLOWING MODIFICATION OF SEVERAL CONDITIONS OF APPROVAL TO ALLOW A PALLET MANUFACTURING, DISTRIBUTION AND PALLET STORAGE USE ON PROPERTY LOCATED IN THE M-1 / SDA (LIGHT INDUSTRIAL / SENSITIVE DEVELOPMENT AREA) ZONE ON PROPERTY MEASURING APPROXIMATELY 3.12 ACRES IN SIZE OF A LARGER SITE THAT MEASURES 6.7 ACRES IN AREA. (FILE INDEX NO. DAP-001-187)**

**WHEREAS**, an application (File Index No. DAP 001-187) was filed with the City of Colton by Frank Shean, President of Valley Pallets, Inc., (hereinafter "Applicant") for Modification of Conditional Use Permit (DAP-000-641) requesting modification of several conditions of approval to allow a pallet manufacturing, distribution, and pallet storage use on property located in the M-1 / /SDA (Light Industrial / Sensitive Development Area) Zone on property measuring approximately 3.12 acres lease area of a larger site that measures 6.7 acres consisting of six parcels;

**WHEREAS**, on May 17, 2016, the City Council of the City of Colton held a duly noticed public hearing at which time all persons wishing to testify in connection with the application were heard and the Application was fully examined; and

**WHEREAS**, pursuant to the California Environmental Quality Act ("CEQA"), Section 15301 (Existing Facilities), the project is categorically exempt from CEQA because the project meets the criteria for existing facilities in size and location and would not result in significant environmental impacts.

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

**BE IT NOW THEREFORE RESOLVED AS FOLLOWS:**

**SECTION 1.** Based on the entire record before the City Council and all written and oral evidence presented, and the findings made in this Resolution, the Planning Commission hereby finds that:

- a. *The provisions for vehicular parking and for vehicular and pedestrian circulation on the site, and onto adjacent public Right-of-Way will not create safety hazards; The proposed modification to conditional use permit for an approved pallet manufacturing, distribution and storage use will provide adequate circulation, parking, and landscaping for the site because of the number of employees and low numbers of visitors to the site, visitors arrive on occasion, the proposed 59 parking spaces are adequate number of off-street parking for the use. In addition, the adjacent right-of-way is adequate and provides direct access onto Lincoln Street, a paved street with sidewalk and landscaped street verge running the full length of the subject property and with the installation of*

1 five feet landscape planter with block wall also running the full length of the street  
2 frontage and surrounding the perimeter of the site will create a safe and attractive street  
3 frontage in the block and neighborhood.

4 b. *The bulk, location and height proposed will not be detrimental or injurious to other*  
5 *Development in the neighborhood or will result in the loss of or damage to unique*  
6 *natural or topographic features of the site that are important to the environmental*  
7 *quality of life for the citizens of Colton, and the Development is feasible in a manner*  
8 *that will avoid such detrimental or injurious results or such loss or damage; if the*  
9 *Variance requests are approved, the project will meet all the development requirements*  
10 *of the M-1 Zone. The modifications to the project also includes a reduction in the*  
11 *number of pallet storage areas from 16 to 12 pallet storage areas creating a more*  
12 *balanced site for the existing pallet manufacturing, distribution and pallet storage use*  
13 *and the proposed project will not create any significant environmental impacts affecting*  
14 *the citizens of Colton in that the proposed project is located in an area that will not create*  
15 *any significant impacts related to air quality, water quality, noise, or traffic. In addition,*  
16 *continued compliance with all the conditions of approval for DAP-000-641 and replaced*  
17 *with conditions of approval for this modification of conditional use permit is made to*  
18 *make it clearer for the applicant and the property owner in complying with conditions*  
19 *of approval.*

20 c. *The provisions for on-site landscaping do provide adequate protection to neighboring*  
21 *properties from detrimental features of the proposed development that could be avoided*  
22 *by adequate landscaping; in that the proposed project modification does include a*  
23 *reduction of landscape coverage subject to Variance approval. The 0.005% landscape*  
24 *coverage will cover a five foot front yard planter, planting in parking areas and around*  
25 *existing office area which meets the intent of the landscape coverage requirement of the*  
26 *Zoning Code.*

27 d. *The provisions for exterior lighting are adequate for human safety and will not diminish*  
28 *the value and/or usability of adjacent property; The proposed project is required to meet*  
all lighting standards and requirements of the City of Colton for all proposed exterior  
lighting. This project site is located within an industrial district and is not adjacent to  
any residential use and is surrounded by railroad on the western boundary.

e. *The exterior design of the buildings and structures will not be injurious or detrimental*  
*to the environmental or historic features of the immediate neighborhood in which the*  
*proposed development is located and will not cause irreparable damage to property in*  
*the neighborhood, to the City and to its citizens; The proposed pallet manufacturing,*  
*distribution and storage use will need to meet all the requirements of the Uniform*  
*Building Code, Fire Code, and Zoning Code requirements prior to issuance to*  
*occupancy, except as modified herein. The applicant has provided a “Site Management*

1            *Plan*” and a condition of approval has been included requiring strict adherence with the  
2            adopted conditions of approval including the “*Site Management Plan.*”

3            *f. The proposed Development will not impose an undue burden upon off-site public*  
4            *services, including sewer, water and streets, which conclusion shall be based upon a*  
5            *written report of the City Engineer; and there is no provision in the capital works*  
6            *program of the City to correct the specific burden within a reasonable period after the*  
7            *development will be completed. The proposed modification to conditional use permit is*  
8            *meant to clarify conditions of approval, organize responsibility and consequences for*  
9            *not complying and provides updated language and conditions related to the*  
10           *maintenance, operation and management operation of the pallet manufacturing,*  
11           *distribution and pallet storage use, which will not be a burden on existing sewer, water,*  
12           *electric, and street services. If conditions of approval are not met within a 90 days from*  
13           *the date of conditional use permit approval, any and all entitlements related to the pallet*  
14           *manufacturing, distribution and pallet storage use will be investigated and reviewed for*  
15           *revocation of permits as allowed by the Zoning Code.*

12           **SECTION 2.** The City Council of the City of Colton, in accordance with the California  
13           Environmental Quality Act, has found that the project will not have a significant impact on the  
14           environment and is Categorically Exempt from CEQA under Article 19, Section 15301, Class 1  
15           (Existing Facilities) of the CEQA Guidelines. This section pertains to the proposed project which  
16           does not rise to a level of significant environmental impact and will not be detrimental to the health  
17           and welfare of the surrounding neighborhood.

16           **SECTION 3.** Based upon the findings set forth in Sections 1 and 2 of this Resolution, the  
17           City Council hereby denies the Appeal and upholding the Planning Commission’s decision to  
18           approve the Modify Conditional Use Permit (DAP-000-641), subject to the attached conditions of  
19           approval (Exhibit “A”).

19           **SECTION 5.** This land use entitlement shall become null and void if not exercised within  
20           one (1) year, unless conditioned herein, of this approval and the applicant has not been granted an  
21           extension of time by the Planning Commission, pursuant to Section 18.58.070 of the Colton  
22           Municipal Code.

22           **SECTION 6. EFFECTIVE DATE.** The Mayor shall sign this Resolution and the City  
23           Clerk shall attest hereto, and this Resolution shall take effect and be in force on the date of its  
24           adoption.

24           **PASSED, APPROVED AND ADOPTED** this 17th day of May, 2016.

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28           Richard A. DeLaRosa  
                 Mayor

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ATTEST:

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Carolina R. Padilla  
City Clerk

APPROVED AS TO LEGAL FORM:

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Best Best & Krieger LLP  
City Attorney



- 1 Site Management Plan, subject to review and approval by the Fire Marshal and Development  
2 Services Director.
- 3 9. As per Development Code Section 18.24.140, a trash container shall be provided within a  
4 sufficient capacity to contain all refuse generated by the use. All outside trash and garbage  
5 collection areas shall be enclosed or screened with a six foot (6') high wall with gates and shall  
6 be located as to allow for convenient pickup and disposal. The design of the trash enclosure  
7 shall follow the guidelines of City Specifications on trash enclosures.
- 8 10. As per Development Code Section 18.38.070 C. the height of screening for all storage areas or  
9 industrial operations shall be eight (8') feet for all zones, that the applicant shall install a  
10 minimum eight (8') feet high block wall along the rear and side yard areas of the perimeter of  
11 the site, subject to review and approval by the Development Services Department.
- 12 11. The Applicant, tenants and/or Property Owner shall, at all times, operate and maintain the  
13 property (1231, 1233 and 1235 Lincoln Street), including but not limited to fences, lighting,  
14 landscaping, paving and street sidewalk landscaped areas so as not to constitute a nuisance in  
15 the community.
- 16 12. All parking provided shall meet the requirements of Chapter 18.36 of the Colton Zoning Code.  
17 The applicant shall provide 59 parking spaces including disabled parking requirements for 1235  
18 Lincoln Street, subject to review and approval of the Development Services Director. The  
19 property owner and/or tenant shall be responsible to maintain 31 parking spaces including  
20 disabled parking spaces for 1233 Lincoln Street and 62 parking spaces for 1231 Lincoln Street  
21 (note: that there are only 29 current parking spaces in the vicinity of 1231 Lincoln Street.  
22 Therefore, additional parking will need to be designed to comply with the minimum parking  
23 code requirement for U.S. Rubber Company).
- 24 13. Gas meters, backflow prevention devices and other ground-mounted mechanical or electrical  
25 equipment installed by the developer shall be inconspicuously located and screened, as  
26 approved by the Development Services Director. Location of this equipment shall be clearly  
27 noted on landscape construction documents.
- 28 14. Electrical and other service facilities shall be located within an interior electrical room or  
approved comparable location. All electrical service facilities shall be totally screened from  
public view, as approved by the Planning Division.
15. The Applicant and/or Property Owner shall comply with all requirements of all reviewing  
agencies and shall comply with all applicable local, state, and federal rules, laws, and  
regulations.
16. The Applicant shall obtain approval of a Business Occupancy Permit (BOP) within 60 days of  
this approval. The hours of operation for the pallet use shall be from 5:00 a.m. to 12:30 a.m. –  
Monday through Friday and 7:00 a.m. to 12:00 pm on Saturday. Closed Sunday except for  
office hours may be kept to operate the administrative portion of the Pallet Use.
17. Once the BOP is approved the Applicant shall pay for a business license fees dating back to  
February 1, 2007, including any penalties, to the City Business License Officer within 10 days  
of the BOP approval or Temporary BOP Approval.

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2 18. The Applicant shall provide a status report to the Development Services Director on the status  
3 of compliance with all conditions of approval 45 days from the date of approval.  
4 Noncompliance with this condition may initiate investigation and discussion for revocation of  
5 this conditional use permit and variance approvals by City Staff.

6 19. All Applicant shall comply with all Fire Code requirements including maintaining and keeping  
7 fire access roads and separation requirements/setbacks free of debri, pallets,  
8 trucks/autos/trailers and any other obstruction of any fire access roads, separation distance  
9 requirements at all times. Noncompliance with this requirement is subject to investigation and  
10 review by the Fire and Development Services Department for possible discussion and dialogue  
11 with the Planning Commission for revocation of conditional use permit and variance approvals  
12 to allow a pallet manufacturing, distribution and pallet storage use at 1235 Lincoln Street.

13 20. There shall be a review of conditions of approval and a Special Inspection within 90 days  
14 following this approval by the Building, Planning and Fire Department.

15 **CODE ENFORCEMENT:**

16 21. Comply with the requirements of the City of Colton **Code Enforcement/Police**, including the  
17 following:

18 a. Landscaping: Property manager or tenant will maintain all approved landscaping in  
19 good condition, including but not limited to adequate irrigation, mowing of grass, and  
20 replacing dead trees and shrubs. Above ground landscaping controls or backflow valves  
21 will be secured in a locked metal cage to prevent theft or vandalism.

22 b. Loitering: Loitering is prohibited on or about the premises. No exterior fixtures or  
23 furnishings at or adjacent to the location that encourage loitering and nuisance  
24 behavior.

25 c. Litter/Graffiti: The exterior of the business and areas adjacent to the business over which  
26 they have control, including all signs and accessory buildings and structures, shall be  
27 maintained free of litter and graffiti at all times. The owner or operator shall provide for  
28 daily removal of trash, litter and debris from the premises and on all abutting sidewalks  
and parking lots within twenty (20) feet of the premises. Graffiti shall be removed within  
forty-eight (48) hours upon notification with a color-matching paint. The expectation  
for graffiti cover up is an appearance that the graffiti never existed.

d. The applicant shall grant “right of access” by the city or agent to remove graffiti.

e. Exterior Lighting: All lightning will be maintained in good working order. All lighting  
shall be shown on the required plot plans. Lighting level will be a minimum foot candles  
as required by ordinance. The placement of the lighting fixtures shall be such that the  
angle of projected light does not interfere or hinder the vision of police officers or  
security personnel patrolling the areas. All lighting will be properly shielded so as to  
not trespass or disturb neighboring residences, adjacent businesses, or persons while  
driving vehicles upon the roadway. In the event a lighting fixture becomes inoperable,  
property management will have the lighting repaired within 72 hours.

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- 2 f. Storage: Parking and trash areas will not be used for storage of hazardous materials,
- 3 including but not limited to tires, waste oil, and inoperable or unregistered
- 4 vehicles. Property manager or tenant shall promptly abate hazardous materials or
- 5 inoperable vehicles. General exterior storage areas will be screened from public view.
- 6 g. Emergency Access: The business must be equipped with a Knox device to facilitate
- 7 emergency access.
- 8 h. Signage: Applicant will fully comply with Colton Municipal Code 18.50 Sign Ordinance
- 9 as amended. Temporary promotional signs require a permit and must be authorized by
- 10 Development Services prior to display. Refer to code for additional signage permitting
- 11 and requirements.
- 12 i. Advertisements: Handbills or advertisements may be distributed in public places
- 13 person-to-person but will not be placed or left upon unoccupied vehicles or otherwise
- 14 left unattended in public places.
- 15 j. Special Events: Per Colton Municipal Code section 5.44, applicant shall not conduct,
- 16 operate, maintain, organize, advertise, or sell or furnish tickets for a special event or
- 17 permit the subject property to be used for any special event without first obtaining a
- 18 special event permit. Special events include, but are not limited to, sales events where
- 19 merchandise, goods, or vehicles are displayed for sale on the property, political
- 20 functions, fundraising events by non-profit entities, and events featuring motivational
- 21 or educational speakers. The Special Event Committee may expressly grant a minor
- 22 variance of conditions specific to individual special events.
- 23 k. Surveillance Monitoring: Should permittee install a video surveillance monitoring
- 24 system, the video system shall be capable of recording a clear view of all areas of the
- 25 subject property including, but not limited to, parking lots, walkways, corridors, all
- 26 sides of buildings, the perimeter landscape and grass areas. Recordings shall be
- 27 retained for a minimum of 30 days. Copies of recordings will be provided to the
- 28 Colton Police Department upon request.
- l. After hours Contact Information: Permittee will ensure after hours contact person
- information is kept current and on file with the Colton Police Department dispatch
- center. Ideally there should be several responsible persons available to respond in case
- of emergency; each should be a key holder with knowledge of alarm reset codes,
- available to respond within 20-30 minutes, and of sufficient authority to facilitate a
- board up or other emergency repair measures.
- m. Right of Access: Permittee shall grant “right of access” to the City of Colton and its
- employees or agents for the purposes of monitoring compliance with these Conditional
- Use Permit conditions, patrolling, investigating crimes, and enforcing laws and
- ordinances on the subject property. Permittee shall grant “right of access” to the City
- of Colton and its employees or agents to remove graffiti and to determine if the applicant
- is in compliance with these conditions.

1     **BUILDING**

- 2     21. The above project shall comply with the current California Codes (CBC, CEC, CMC and the  
3       CPC) as well as city ordinances. All new projects shall provide a soils report as well. Plans shall  
4       be submitted to the Building & Safety Division as a separate submittal. The 2013 edition of the  
5       California Codes will become effective for all permit applications submitted after January 1,  
6       2014.
- 7     22. The applicant shall provide required trash enclosures for the project site, subject to review and  
8       approval by the City's Building Official.
- 9     23. Prior to final inspection, all plans will be placed on a CD Rom for reference and verification.  
10    Plans will include "as built" plans, revisions and changes. The CD will also include Title 24  
11    energy calculations, structural calculations and all other pertinent information. It will be the  
12    responsibility of the developer and or the building or property owner(s) to bear all costs required  
13    for this process. The CD will be presented to the Building & Safety Division for review prior  
14    to final inspection and building occupancy. The CD will become the property of the Colton  
15    Building & Safety Division at that time. In addition, a site plan showing the path of travel from  
16    public right of way and building to building access with elevations will be required.

17     **ELECTRIC DEPARTMENT:**

18     24. General Conditions and Requirements:

- 19       a. It has been determined that the project is within the City of Colton. The City of Colton  
20       will provide service to this project. The developer shall meet all City of Colton Electric  
21       Utility service requirements and pay all applicable fees.
- 22       b. The project developer/applicant shall comply with all customer service policies of the  
23       City of Colton Electric Utility Department. The developer shall provide the Electric  
24       Utility with all information necessary to determine the project's electric service  
25       requirements; and if necessary and at their own expense, install all conduit and vault  
26       systems associated with underground primary/service line extensions and street-lighting  
27       as per the Electric Utility's approved design. The developer shall pay all charges  
28       associated with the Electric Utility's cost to construct underground and overhead line  
29       extensions and street-lighting.

30     25. Conditions and requirements specific to the project:

- 31       a. The project developer/applicant is required to attach load calculations during the plan  
32       check process.

33     **FIRE DEPARTMENT**

34     **Site Plan**

- 35     26. Provide detail plans on propane storage on plans. Include location dimensions, vehicle  
36       protection details, and quantities, subject to review and approval by the Development Services  
37       Director and Fire Marshal.
- 38     27. Provide the adjusted dimensions of the delineated pallet stacking located adjacent to the  
39       propane storage, subject to review and approval by the Fire Marshal.

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2 28. South Gate – Provide a minimum clear width of 26 feet.

3 29. Indicate location of the on-site private fire hydrant. Include details on vehicle protection,  
subject to review and approval by the Fire Marshal.

4 30. Indicate on plans the location of the proposed truck parking and staging areas, subject to review  
5 and approval by the Fire Marshal and Development Services Director.

6 **Site Management Plan**

7 31. Reference Item #4 – Provide details on site maintenance details, subject to review and approval  
8 by the Fire Marshal and Development Services Director. All new owners shall adhere to the  
Site Management Plan and hold a meeting introducing themselves to the Development Services  
and Fire Department when processing new Business Occupancy.

9 **Other Fire Conditions**

10 32. Maintain all wood pallet storage operations in accordance with the City’s Municipal Code  
11 Section 15.16 which adopts and amends the 2012 Edition of the International Fire Code and the  
2013 Edition of the California Fire Code.

12 33. Maintain pallet storage height to a maximum of 16 feet. CMC 15.16.310

13 34. Maintain pallet storage pile width to a maximum of 20 feet and 70 feet in length. CMC  
14 15.16.310

15 35. Maintain a minimum of 20 foot separation between pallet piles and a minimum 26 foot  
16 separation from all property lines or exposures. CMC 15.16.310

17 36. Provide and maintain fire department access roads throughout. Fire access roads shall be a  
18 minimum of 26 feet in width and shall be maintained within 150 feet of all pallet storage areas  
and structures.

19 37. Junk wood shall be removed from the site, subject to review and approval by the Fire Marshal  
20 within 10 days of written or verbal notice. If compliance is not met, investigation and review  
21 of the approved Conditional Use Permit and Variance shall be subject to revocation procedures  
of the Zoning Code.

22 38. Maintain a minimum 30 foot clearance on all sides on the onsite fire hydrant.

23 39. LPG Storage – All LPG storage shall be stored a minimum of 10 feet from any pallet storage  
24 and shall be protected from vehicular impact (protection posts).

25 40. A Fire Code Operational Permit is required to store, handle, repair or manufacture pallets.  
26 Make application for the required Fire Permit. The Fire Permit may be issued upon compliance  
with all fire code related violations.

27 **PUBLIC WORKS:**

28 41. **IMPROVEMENTS – 1231 through 1235 Lincoln Street**

- 1 a) All parkway and unpaved areas within the public right-of-way fronting the project shall be
- 2 landscaped and maintained, and an automatic sprinkler system installed.
- 3 b) Install street trees (based on 1 parkway tree per 50 feet of property frontage) and provide
- 4 landscaping in public right of way.
- 5 c) Dedicate sufficient Right of Way to provide for (30') half width along Lincoln Street.

6 **42. ADDITIONAL PUBLIC WORKS REQUIREMENTS**

- 7 a) The Owner and Contractor are responsible for complying with National Pollutant Discharge
- 8 Elimination System Ordinance, during and after construction.
- 9 b) All storm waters originating from the development should be draining to the street. No
- 10 contaminated water shall be allowed to discharge on sidewalks, gutters, storm drains,
- 11 parkways and driveways.
- 12 c) The City Engineer may require other information deemed necessary.
- 13 d) Place City Standards grading and drainage notes, includes NPDES requirements on grading
- 14 plan.
- 15 e) If Utilities are installed that would require trenching within existing street pavement,
- 16 resurfacing or slurry seal of the affected area may be required, as determined by the City
- 17 Engineer.
- 18 f) The property is located on a Zone AE that is a special Flood Hazard Area subject to
- 19 inundation by the 1% annual chance flood event. The applicant shall comply with all
- 20 (FEMA) Federal Emergency Management Agency requirements.
- 21 g) Owner/Contractor shall comply with these requirements and City Engineer's directions
- 22 during any course of construction.

23 43. The applicant shall not store any pallets around the manufacturing building and keep areas clear

24 around the manufacturing building of the site. Include this specific condition in the site

25 management plan submitted to the Fire Department. Storage of pallets and not keeping these

26 areas clear is subject to violation of CUP and subject to investigation, notice of violation, and/or

27 code compliance fees as permitted by the Colton Municipal Code.

28 44. The applicant must install a dust collection system for the pallet manufacturing building, subject

to review and approval process of the Building Division.

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**RESOLUTION NO. R-36-16**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLTON DENYING APPEAL AND UPHOLDING THE PLANNING COMMISSION'S DECISION TO APPROVE A VARIANCE TO ALLOW 59 PARKING SPACES INSTEAD OF 95; AND VARIANCE TO ALLOW .005% LANDSCAPING INSTEAD OF 15% LANDSCAPING, SUBJECT TO FINDINGS FOR EACH VARIANCE AND CONDITIONS OF APPROVAL LOCATED AT 1235 S. LINCOLN STREET, WITHIN THE M-1/SDA (LIGHT INDUSTRIAL / SENSITIVE DEVELOPMENT AREA) ZONE. (FILE INDEX NO.: DAP-001-187).**

**WHEREAS**, an application (File Index No. DAP 001-187) was filed with the City of Colton by Frank Shean, President of Valley Pallets, Inc., (hereinafter "Applicant") for a **Variance** to allow 59 parking spaces instead of 95; and **Variance** to allow 0.05% landscaping instead of 15% landscaping, subject to findings for each Variance and conditions of approval located at 1235 S. Lincoln Street, designated M-1/SDA (Light Industrial / Sensitive Development Area) Zone. (APN: 0163-302-11, 12, 13, 14, 15 and 0163-311-35); and

**WHEREAS**, on May 17, 2016, the City Council of the City of Colton held a duly noticed public hearing at which time all persons wishing to testify in connection with the application were heard and the Application was fully examined; and

**WHEREAS**, pursuant to the California Environmental Quality Act ("CEQA"), Section 15301 (Existing Facilities), the project is categorically exempt from CEQA because the project meets the criteria for existing facilities in size and location and would not result in significant environmental impacts.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLTON:**

**SECTION 1.** Based on the entire record before the City Council and all written and oral evidence presented, including the staff report, the Planning Commission makes the following findings in accordance with the Colton Municipal Code:

1. *There are exceptional or extraordinary circumstances or conditions applicable to the property involved, or to the intended use of the property, which do not apply generally to other property in the same zoning district and neighborhood in which the property is located in that:*
  - A. The Variance to allow 59 parking spaces instead of 95 parking spaces warrant reduction because the property's irregular lot shape and function do not lend itself to providing the required 95 parking spaces for the proposed pallet manufacturing and storage use.
  - B. The Variance to allow .005% landscape coverage instead of 15% is warranted because the site's irregular shape and function. The majority of the site is being used for pallet manufacturing and storage and areas such as parking, office location and five foot planter along the entire frontage of the leased site are being landscaped of the project site which fulfills the intent of the landscape requirement.
  - C. The Variance to allow six foot chain link fence along the rear and side yards instead of eight feet was denied because Planning Commission and City Council concerns that a

1 future pallet fire may spread to adjacent properties. If the property is properly screened  
2 and protected by an eight foot high block wall, the risk of fire spreading may be  
3 minimized.

4 **2. That such Variance is necessary for the preservation and enjoyment of a substantial  
property right of the applicant in that:**

- 5 A. The Variance to allow a reduction in the parking requirement will not cause overflow  
6 parking demand into the street and 59 parking spaces are adequate to provide for a site  
7 with 25 employees. The majority of the site is used for the storage and manufacturing of  
8 pallets on a lot that is irregular in shape.  
9 B. The Variance to allow .005% landscape coverage instead of 15% as required by the  
10 Zoning Code is warranted because of the irregular shape, location and size of the property.  
11 Furthermore, the function of the site is primarily for the use of a pallet manufacturing and  
12 storage use and is surrounded by industrial properties. The applicant is providing  
13 adequate landscaping along the front of the property, in parking areas and around the  
14 existing office area fulfilling the intent of the landscape coverage requirement.  
15 C. The Variance to allow six foot chain link fence along the rear and side yards instead of  
16 eight (8) feet was denied because Planning Commission and City Council concerns of  
17 future fire of a pallet use would be reduced in affecting other properties if the property  
18 was screened by an eight foot high block wall along the side and rear lots of the pallet use  
19 including development of the front eight foot block wall with 8 foot wrought iron gate  
20 screening.

21 **3. That the granting of the variance will not be materially detrimental to the public welfare or  
injurious to property and improvements in the zoning district and neighborhood in which  
the property is located in that:**

- 22 A. The Variance to allow a reduction in the parking will not be detrimental to the public  
23 welfare or injurious to property and improvements in the M-1 Zone and neighborhood in  
24 which the property is located because the pallet storage and manufacturing use employs a  
25 maximum of 25 employees and on occasion a guest visits the site. The 59 parking spaces  
26 is a sufficient number of spaces for the use.  
27 B. The Variance for the reduction in landscape coverage will not be detrimental to the public  
28 welfare or injurious to property and improvements in the M-1 Zone and neighborhood in  
which the property is located because the applicant is providing adequate landscaping  
along the street frontage; parking area and office location.  
C. The Variance to allow six foot chain link fence along the rear and side yards instead of  
eight feet was denied because Planning Commission and City Council concerns of future  
fire of a pallet use would be reduced in affecting other properties if the property was  
screened by an eight foot high block wall along the side and rear lots of the pallet use  
including development of the front eight foot block wall with 8 foot wrought iron gate  
screening.

**4. That the granting of such a Variance will not be contrary to the objectives of the General  
Plan.** The subject site is located within an area designated as Light Industrial in the General  
Plan. Approval of the Variance for reduction in parking, landscape coverage and outdoor  
screen fence requirements is not detrimental and consistent with the following policies of the  
General Plan Land Use Element:

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**Goal LU-7: states** *“Provide opportunities for all neighborhoods in Colton to be in a healthy and attractive physical condition.”*

**Policy LU-7.1 states** *“Stress the importance of property maintenance and rehabilitation activities to improve neighborhood conditions.”*

**SECTION 2.** The City Council of the City of Colton, in accordance with the California Environmental Quality Act, has found that the project will not have a significant impact on the environment and is Categorically Exempt from CEQA under Article 19, Section 15301, Class 1 (Existing Facilities) of the CEQA Guidelines.

**SECTION 3.** Based upon the findings set forth above, the City Council hereby upholds the Planning Commission decision to deny the Variance for the wall height and approves a **Variance** to allow 59 parking spaces instead of 95; and **Variance** to allow 0.05% landscaping instead of 15% landscaping, subject to findings for each Variance and conditions of approval located at 1235 S. Lincoln Street, designated M-1/SDA (Light Industrial / Sensitive Development Area) Zone., subject to the Conditions of Approval set forth in attached Exhibit “A” of Resolution No. R-36-16.

**SECTION 4.** This land use entitlement shall become null and void if not exercised within one year of this approval and the Applicant has not been granted an extension of time by the Planning Commission, pursuant to Section 18.58.070 of the Colton Municipal Code.

**SECTION 5. EFFECTIVE DATE.** The Mayor shall sign this Resolution and the City Clerk shall attest hereto, and this Resolution shall take effect and be in force on the date of its adoption.

**PASSED, APPROVED AND ADOPTED** this 17th day of May, 2016.

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Richard A. DeLaRosa  
Mayor

ATTEST:

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Carolina R. Padilla  
City Clerk

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APPROVED AS TO LEGAL FORM:

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Best Best & Krieger LLP  
City Attorney

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**EXHIBIT "A"**  
**CONDITIONS OF APPROVAL**

THE APPLICANT SHALL COMPLY WITH ALL CONDITIONS AS SET FORTH IN THE FOLLOWING CONDITIONS OF APPROVAL FOR PLANNING CASE # DAP-001-309 (Appeal of File Index No. DAP-001-187).

**HOLD HARMLESS**

1. The Applicant shall defend, indemnify, and hold harmless the City of Colton and its officers, employees, and agents from and against any claim, action, or proceeding against the City of Colton, its officers, employees, or agents to attacks, set aside, void, or annul any approval or condition of approval of the City of Colton concerning this project, including but not limited to any approval or condition of approval of the city council, planning commission, or development services director. The City shall promptly notify the Applicant of any claim, action, or proceeding concerning the project and the City shall cooperate fully in the defense of the matter. The City reserves the right, at its own option, to choose its own attorney to represent the City, its officers, employees, and agents in the defense of the matter

**PLANNING DIVISION (909) 370-5079**

2. This approval is for a **Variance** to allow 59 parking spaces instead of 95; and **Variance** to allow .005% landscaping instead of 15% landscaping on an approximately 3.12 acres lease area of an overall site that measures 6.7 acres consisting of six parcels zoned M-1/SDA, Light Industrial/Sensitive Development Area, as shown on the plans dated 09/10/15, by the Development Services Department.
2. Any requests for modifications, including any deviation from the approved plans and/or conditions of approval, shall be submitted to the Development Services Director for review, prior to implementation of the modification. Significant deviations from the approved plans or conditions of approval shall be subject to review and approval by the Planning Commission. The applicant requesting the modification shall supply information deemed necessary by the Director and/or Commission to make a determination.
3. Prior to implementation of this approval, plans shall be submitted to the Development Services Department for review and building permits and/or other appropriate permits shall be obtained.
4. Any plans submitted for building plan check and construction plans for this project shall contain an exact reproduction of these conditions of approval on one of its sheets.
5. All conditions of approval of Planning Commission Resolution No. R-35-16 shall be met, except as modified herein.

# ATTACHMENT 9

## Site Plan



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# STAFF REPORT

ITEM NO. 11

DATE: MAY 17, 2016  
TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
FROM: BILL SMITH, CITY MANAGER  
PREPARED BY: CARLOS CAMPOS, CITY ATTORNEY  
SUBJECT: AN ORDINANCE OF THE OF THE CITY COUNCIL OF THE CITY OF COLTON AMENDING TITLE 7 OF THE COLTON MUNICIPAL CODE RELATING TO THE CITY'S COMPREHENSIVE ANIMAL REGULATIONS

## RECOMMENDED ACTION

It is recommended that the City Council waive full reading and introduce by title only Ordinance No. O-09-16:

AN ORDINANCE OF THE OF THE CITY COUNCIL OF THE CITY OF COLTON AMENDING TITLE 7 OF THE COLTON MUNICIPAL CODE RELATING TO THE CITY'S COMPREHENSIVE ANIMAL REGULATIONS

## BACKGROUND

The City of Colton's animal control regulations have been established since the 1960's. Several provisions have been amended over the years, however no significant changes have occurred since 2004. As a result, the City Council recently formed an ad hoc committee to review the entirety of Title 7 of the Code containing all of the City's animal control regulations. After several meetings reviewing the City's current regulations and samples of more up-to-date ordinances, the ad hoc committee prepared a working draft that included provisions from other cities that would improve Colton's regulations. That working draft formed the basis of the proposed ordinance.

## ISSUES/ANALYSIS

The proposed ordinance was presented to the City Council at the April 19 City Council meeting. At that meeting, the Council discussed the ordinance and directed that certain elements be reviewed and considered by the ad hoc committee. The ad hoc committee met and received additional comments from members of the public. The attached ordinance contains changes made by the ad hoc committee in response to the direction provided by the City Council and comments provided by the public. For ease of review, a redline version of the ordinance is attached.

The ad hoc committee will be available to answer any questions.

### **FISCAL IMPACTS**

No fiscal impact.

### **ALTERNATIVES**

1. Maintain the existing animal control regulations contained in Title 7.
2. Provide alternative direction to staff.

### **ATTACHMENTS**

1. Ordinance No. O-09-16
2. Redline Version



1  
2 **Section 7.02.010. Definitions.**

3 For the purpose of this title, the following words and phrases shall have the meanings given  
4 herein, unless a more specific definition is provided in a chapter:

5 “Abused animal” shall mean any animal which is mistreated, beaten, tormented or teased, or is  
6 deprived of water or food or shelter; or is kept under unsanitary conditions; or is abandoned; or is  
7 trained for fighting other animals;

8 “Administrative hearing authority” or “hearing authority” or “hearing officer” shall have the same  
9 meaning provided in Colton Municipal Code section 18.58.101.

10 “Adequate feed” means the provision at suitable intervals, depending upon the age of the animal,  
11 at least once every twenty-four hours of a quantity of wholesome foodstuff suitable for the  
12 species’ physical condition and age, sufficient to maintain an adequate level of nutrition in the  
13 animal, which is served in a clean receptacle, dish or container.

14 “Adequate water” means the access to a constant source of clean, fresh, potable water suitable for  
15 the species’ physical condition and age of the animal.

16 “Animal Control Department” or “Department” means the City of Colton Animal Control  
17 Department, or whatever entity performs any of the animal control functions for the City of  
18 Colton, whether internally or pursuant to contract with the City.

19 “Animal Control Director” means the person duly appointed by the City Manager to administer  
20 the Animal Control Department and/or the animal control contract of the City;

21 “Animal Control Officer” means those duly appointed and acting deputies of the Animal Control  
22 Director assigned to provide animal control field services within the corporate limits of the City  
23 and enforce the provisions of this title.

24 “Animal” means any vertebrate creature, domestic or wild. “Animal” specifically includes, but is  
25 not limited to the following categories of animals:

26 (A) Dog: Any *Canis familiaris*, over four months of age.

27 (B) Puppy: Any *Canis familiaris*, under four months of age.

28 (C) Cat: Any *Felis catus*, over four months of age.

(D) Kitten: Any *Felis catus*, under four months of age.

(E) Livestock: Horses, ponies, stallions, colts, geldings, mares, sheep, rams, lambs, bulls,  
bullocks, steers, heifers, cows, calves, mules, jacks, jennets, burros, goats, kids, swine, and  
confined and domesticated hares and rabbits.

(F) Wild/exotic animals: Animals normally found in the wild state which are being kept  
for exhibition purposes or as private pets.

“Animal hoarding” means a situation where an individual is housing more animals than he or she  
can adequately care for. It is a complex issue that encompasses mental health, animal welfare and

1 public safety concerns. Animal hoarding is further defined by an inability to provide even  
2 minimal standards of nutrition, sanitation, shelter and veterinary care often resulting in animal  
starvation, illness and/or death.

3 “Barking dog” means a dog that barks, bays, cries, howls, or makes any noise audible beyond the  
4 boundaries of the property on which the dog is situated for an extended period of time to the  
5 disturbance of any person at any time of day or night, regardless of whether the dog is physically  
6 situated in or upon private property. Such extended period of time shall consist of incessant  
7 barking, baying, crying, howling, or making of any noise for 30 minutes or more in any 24-hour  
8 period, or intermittent barking, baying, crying, howling, or making any noise for 60 minutes or  
9 more during a 24-hour period. A dog shall not be deemed a "barking dog" for purposes of this  
10 title, if at anytime the dog is barking, a person is trespassing or threatening to trespass upon  
private property in or upon which the dog is situated, or when the dog is being teased or  
provoked.

11 “Bite” means a puncture or tear of the skin inflicted by teeth of an animal.

12 “Breeder” means any person who, for pay or other compensation, causes the breeding of a male  
13 or female dog or cat or makes a dog or cat available for breeding purposes, or any person who  
14 sells or offers for sale any dog or cat. All breeders must obtain a City business license. For  
purposes of this definition a hobby breeder who causes the breeding of male or females cats  
and/or dogs without pay or other compensation shall not be considered a breeder and does not  
require a license.

15 “Cat” means any male or female cat (*felis catus*). An adult cat is any cat older than four months of  
16 age.

17 “City” means the City of Colton.

18 “City animal shelter” or “City contracted animal shelter” means the County of Riverside animal  
19 shelter and/or the contracted animal shelter providing services to the City of Colton. The term  
20 “City pound” as may be used in this title or this code shall mean the "City contracted animal  
shelter.”

21 “Community cat” means a feral or free-roaming cat that is without visibly-discernible  
22 identification of any kind and has been sterilized, vaccinated, and ear-tipped. Community cats are  
23 exempt from licensing, feeding bans, and registration requirements. A community cat is not to be  
classified as a public nuisance animal merely for being repeatedly found at large.

24 “Community cat caregiver” means a person who in accordance with trap-neuter-return program  
25 (TNR), provides care, including food, shelter or medical care to a community cat. A community  
cat caregiver shall not be considered the owner, harborer, controller or keeper of a community  
cat.

26 “Confined” means a condition whereby an animal is restricted to the property of the owner by an  
27 enclosure or enclosed lot, secure enough so that the animal cannot bite, harm, or injure anyone by  
28 the animal overreaching the top of the fence or other enclosure.

1 “County” means San Bernardino County.

2 “Department” means and include the administrative apparatus and those individuals that report to  
3 the Animal Control Director;

4 “Dog” means any male or female dog (canis familiaris). An adult dog is any dog older than four  
5 months of age.

6 “Ear tipped” and “tipped ear” refer to the process by which the tip of a cat's ear is cut to indicate  
7 that the cat has been sterilized and vaccinated against rabies.

8 “Enclosed lot” means a parcel of land or portion thereof around the perimeter of which is a fence  
9 or wall adequate to contain any animal kept therein.

10 “Enclosure” means a fence or structure suitable to prevent the entry of young children, which is  
11 suitable to confine a vicious dog in conjunction with other measures which may be taken by the  
12 owner or keeper of the dog. The enclosure shall be designed in order to prevent the animal from  
13 escaping. The animal shall be housed pursuant to section 597(t) of the Penal Code.

14 “Feral cat” means a cat that:

15 (A) Has no apparent owner or identification; and  
16 (B) Appears to be unsocialized, unmanageable or demonstrates characteristics normally  
17 associated with wild or undomesticated animals.

18 “Feral cat colony” or “colony” means a group of cats that congregates, more or less, together as a  
19 unit, whether or not every cat in the colony is a feral cat.

20 “Feral cat colony caretaker” or “colony caretaker” means any person who provides food, water,  
21 shelter and medical care to and traps, sterilizes, and vaccinates a feral cat or cats and who is  
22 approved by a sponsor to care for a feral cat colony.

23 “Nuisance” means, with respect to a stray animal or feral cat, behavior that:

24 (A) Disturbs the peace through habitual or continual howling or fighting; or  
25 (B) Consists of habitual and significant destruction, desecration or soiling of property against the  
26 wishes of the owner of the property.

27 “Official police dog” means any canine trained for law enforcement purposes and used by the  
28 Police Department for such purpose, and so designated by the Police Chief by the issuance of  
distinguishing tags;

“Official police horse” means any equine used by a police officer for law enforcement purposes;

“Owner” means any person, firm or corporation having title to any animal, or a person who has,  
harbors, or keeps, or who causes or permits to be harbored or kept, an animal in his or her care, or  
who permits an animal to remain on or about his or her premises for a period of seven  
consecutive days;

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2 “Pet shop for animal rescue” or “animal rescue shop” means an establishment that offers dogs  
3 and/or cats for a nonprofit adoption fee, and such dogs and/or cats are made available to the  
4 establishment by nonprofit humane societies, animal shelters, bona fide animal rescue  
5 organizations.

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7 “Quarantine” means the strict isolation of an animal in an approved location under proper care  
8 and observation as approved by the Animal Control Officer. Animal quarantines must prevent  
9 contact by the quarantined animal with any person or animal that has not already been in contact  
10 with said animal, or any person who is responsible for the care of such animal while under  
11 quarantine either in an approved quarantine location or an enclosure at the owner’s home. The  
12 person charged with overseeing the animal’s quarantine must provide for its daily care,  
13 maintenance and protection from inclement weather as deemed appropriate for the animal  
14 quarantined.

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16 “Stray animal” means any animal at large.

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18 “Substantial injury” means a substantial impairment of the physical condition of a person or  
19 animal which requires professional medical treatment, including, but not limited to, loss of  
20 consciousness; concussion; bone fracture; protracted loss or impairment of function of any bodily  
21 member or organ; muscle tears, disfiguring lacerations, punctures, or a wound requiring multiple  
22 sutures; or any injury requiring corrective or cosmetic surgery.

23  
24 “TNR program” means a “trap, neuter and return” program in which feral and stray cats are  
25 humanely trapped, sterilized, vaccinated against rabies, ear tipped, and then returned to the  
26 location that is their “territory.”

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**Section 7.02.020. Enforcement of title--Powers of Animal Control Director and Animal  
Control Officers.**

The Animal Control Director and the Animal Control Officers shall be primarily responsible for  
the enforcement of the provisions of this title. The Animal Control Director and the Animal  
Control Officers shall have and are vested with the authority to issue a notice to appear as  
prescribed by chapter 5C (commencing with Section 853.6) of Title 3 of Part 2 of the California  
Penal Code in the manner provided by Section 836.5 of the California Penal Code to any person  
who violates the provisions of this title.

**Section 7.02.030. Interference with officers.**

It is unlawful for any person to interfere with or oppose or resist the Chief of Police or any of the  
officers of the Colton Police Department, the Animal Control Director or any of the deputies of  
the Animal Control Director while said officers are engaged in the performance of the duties  
pertaining to the enforcement of this title. All of the aforementioned officers, deputies or  
employees are empowered to enforce all of the provisions of this title.

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2 **Section 7.02.040. Right of entry of certain officials.**

3 The Animal Control Director, any Animal Control Officer, and any Police Officer of the City are  
4 empowered to enter upon any private property for the purpose of ascertaining whether any dog  
5 kept or harbored therein is afflicted with rabies or hydrophobia or whether or not a license tag has  
6 been secured for such dog; provided, however, that no such animal control director, animal  
control officer, or police officer shall have the right to enter an inhabited dwelling or a locked  
yard without first having obtained a warrant therefor.

7 **Section 7.02.050. Disposition of money--Payment of expenses.**

8 All money collected for licenses, tags or other fees shall be paid into the City treasury for the  
9 general fund. All expenses incurred in carrying out or enforcing the provisions of this title shall  
be paid out of the general fund.

10 **Section 7.02.060. Prohibition on retail sale of dogs and cats.**

11 A. No commercial establishment shall display, sell, deliver, offer for sale, barter, auction,  
12 give away, or otherwise transfer or dispose of dogs or cats in the City on or after the effective  
13 date of the ordinance codified in this section.

14 B. A pet shop that displayed, sold, delivered, offered for sale, offered for adoption, bartered,  
15 auctioned, gave away, or otherwise transferred or disposed of dogs or cats in the City as of the  
16 effective date of this section, and whose operations complied with all applicable provisions of the  
17 this Code, may continue to display, offer for sale, offer for adoption, barter, auction, give away,  
or otherwise transfer or dispose of dogs and cats until the one-year anniversary of the effective  
date of the ordinance codified in this section.

18 C. This section shall not apply to:

- 19 1. A commercial animal rescue shop that offers dogs or cats for an adoption fee;  
20 2. A publicly operated animal control facility or animal shelter;  
21 3. A private, charitable, nonprofit humane society or animal rescue organization; or  
22 4. A publicly operated animal control agency, nonprofit humane society, or nonprofit animal  
rescue organization that operates out of or in connection with a pet shop.

23 D. Nothing in this section shall prevent a pet shop or its owner, operator or employees from  
24 providing space and appropriate care for animals owned by a publicly operated animal control  
25 agency, nonprofit humane society, or nonprofit animal rescue agency and maintained at the pet  
26 shop for the purpose of adopting those animals to the public.  
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2 **Chapter 7.04 – DOG LICENSING REQUIREMENTS.**

3 **Sections:**

- 4 **7.04.010. Dog License and Fee.**  
5 **7.04.020 Dog License; Application Contents.**  
6 **7.04.030 Dog License Exemptions.**  
7 **7.04.040 Rabies vaccination required for license issuance.**  
8 **7.04.050 License Application; Tag issuance; Duplicate license fee.**  
9 **7.04.060. Dogs License Fee Waiver.**  
10 **7.04.070. Unlicensed Dogs; Impoundment and Disposal.**  
11 **7.04.080. Dogs; Control; Owner's duty.**  
12 **7.04.090. Dogs; Running at large; Impoundment and Disposal.**  
13 **7.04.100. Dogs claimed by owner; Fee paid to City.**  
14 **7.04.110. Harming police dogs; Unlawful.**  
15 **7.04.120. Harming police dogs; Penalty.**  
16 **7.04.130 Number of dogs and cats allowed in dwelling units.**

17 **7.04.010. Dog License and Fee.** Every person, firm or corporation owning or harboring a  
18 dog within the City for a period longer than thirty days shall pay to the City a license fee in an  
19 amount to be determined by resolution of the City Council. No license to own or harbor a dog as  
20 provided in this chapter shall be issued except on application in writing to the Finance Director of  
21 the City as provided in Section 7.04.020.

22 **7.04.020. Dog License; Application Contents.**

23 No license to own or harbor a dog or similar type animal shall be issued except upon  
24 application in writing to the City, setting forth the name and address of the owner or possessor of  
25 the dog, or similar type animal and a brief description of the dog, together with a certificate of  
26 vaccination from a licensed veterinarian, showing that the dog has been vaccinated with canine  
27 rabies vaccine within a period of twelve months preceding date of application for license or that  
28 such a vaccination might be fatal to the animal due to its physical condition.

**7.04.030. Dog License Exemptions.**

The license provisions of Sections 7.04.010 through 7.04.130 shall not be deemed to  
apply to dogs under the age of four months and which are kept within an enclosure and not  
permitted to run at large and to any dogs that are recovering as rescue dogs or being fostered.

**7.04.040. Rabies vaccination required for license issuance.**

In order to protect the public health and safety all dogs, cats, or similar type animals  
within the City must be vaccinated with canine or feline rabies vaccine, as appropriate for the  
species of the animal being vaccinated. It is unlawful for any person to own, have an interest in,  
harbor and feed, or have the care, charge, custody or possession of a dog or cat over the age of  
four months unless such dog or cat has been vaccinated with the appropriate rabies vaccine by  
injection or other approved method by a duly qualified and licensed veterinarian, or unless such

1 veterinarian has issued a written certificate that such a vaccination might be fatal to the animal  
2 due to its physical condition, and such certificate has been filed with the City, and, for dogs, a  
license issued by the City for the animal.

3 **7.04.050. License Application; Tag issuance; Duplicate license fee.**

4 The Finance Director upon receipt of such application and the license fee as set out in  
5 Section 7.04.020 shall issue and deliver to such owner or possessor of a license, a receipt  
6 certifying the payment of the license fee and setting forth the name and address of the applicant  
7 and a brief description of the dog, together with the fact that it has been vaccinated as provided in  
8 this chapter and stating the number allotted to such dog, and he shall deliver or cause to be  
delivered to the applicant a metallic tag which shall set forth the license number allotted to the  
9 dog, which tag shall at all times be affixed to the collar, covering, harness or other article worn by  
such dog.

10 The Finance Director shall make a charge in an amount to be determined by resolution of  
the City Council for each duplicate license issued to replace any license issued under the  
11 provisions of Sections 7.04.010 through 7.04.130 which has been lost or destroyed.

12 **7.04.060. Dogs License Fee Waiver.**

13 The Finance Director may, at his or her discretion, waive payment of the required license  
14 fee to an owner, custodian or trainer of a dog, if such dog is, or is in training to be, a guide dog for  
the blind, signal dog for the deaf, or service dog to the disabled. The owner, custodian or trainer  
15 of such a dog may be requested to submit proof that the dog has been successfully trained as a  
guide, signal or service dog, or is currently involved in such training.

16 **7.04.070. Unlicensed Stray Dogs; Impoundment and Disposal.**

17 Every stray dog found within the City for which a license has not been issued as provided  
18 in this chapter, and which does not bear a tag or microchip, shall be impounded by the Animal  
Control Officer after a reasonable attempt to ascertain ownership is made. Release of such animal  
19 shall be in accordance with the City contracted animal shelter policies.

20 **7.04.080. Dogs; Control; Owner's duty.**

21 Every person owning, harboring, or having charge, custody, control or possession of any  
22 dog, cat, or similar type animal shall not permit such animal to run loose or unrestrained in, along,  
23 or upon any public street, sidewalk or place.

24 **7.04.090. Dogs; Running at large; Impoundment and Disposal.**

25 Every dog, cat or similar type animal, regardless of whether or not it has a license, which  
26 is found running at large, loose or unrestrained in, along, or upon any public street, sidewalk or  
27 place, shall be impounded by the Animal Control Officer after a reasonable attempt to ascertain  
ownership is made. Release of such animal shall be in accordance with the City contracted animal  
28 shelter policies.

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**7.04.100. Dogs claimed by owner; Fee paid to City.**

If any animal picked up by the Animal Control Officer or other public safety personnel, pursuant to this chapter, is claimed by any owner, the owner shall be liable for and shall pay to the City an apprehension fee in an amount determined by resolution of the City Council, together with any additional charges or fees levied by the City for the purpose of defraying expenses incurred by the City related to the apprehension of the animal.

**7.04.110. Harming police dogs; Unlawful.**

It is unlawful for any person to willfully or maliciously torture, tease, torment, beat, kick, strike, mutilate, injure, disable or kill any dog used by the Police Department of the City in the performance of the functions or duties of the Police Department or to unwarrantably interfere with or meddle with any such dog while being used by the Police Department or any Officer or member thereof in the performance of any of the functions or duties of the Police Department or of such Officer or member.

**7.04.120. Harming police dogs; Penalty.**

Any person violating any of the provisions of Section 7.04.110 is guilty of a misdemeanor and upon conviction thereof shall be fined in an amount not exceeding five hundred dollars (\$500) or imprisoned in the City or County Jail for a period not exceeding three months or by being both so fined and imprisoned.

**7.04.130. Number of dogs and cats allowed in dwelling units.**

A. The number of dogs and cats that may be kept in any one dwelling unit or on any parcel of land used as a single family dwelling unit is limited as follows:

1. It is unlawful to keep more than ten (10) dogs, or more than ten (10) cats, or a combination of dogs and cats that total more than ten (10).

B. This section shall not apply to premises where the Planning Commission has issued a conditional use permit pursuant to Colton Municipal Code Title 18 (Zoning) and by such conditional use permit the premises are authorized for use as and for animal boarding, animal grooming, animal health care, or animal keeping (heavy or light).

C. Notwithstanding the penalty provisions in this code available to enforce this section, only administrative fines may be issued for violations of this section. Upon determining that a violation of this section exists, a person shall be given a minimum of thirty (30) days to comply with this section before accruing penalties.

1  
2 **Chapter 7.06. VICIOUS AND POTENTIALLY DANGEROUS DOG**  
3 **DETERMINATIONS**

4 **Sections:**

- 5 **7.06.010. Definitions.**  
6 **7.06.020. Nonapplication of chapter.**  
7 **7.06.030. Seizure and impoundment pending hearing.**  
8 **7.06.040. Hearing on declaration of dog as potentially dangerous or vicious.**  
9 **7.06.050. Failure of owner or keeper to appear; Decision.**  
10 **7.06.060. Determination and Orders; Notice; Compliance; Appeal.**  
11 **7.06.070. Finality of determination.**  
12 **7.06.080. Licensing and vaccination; Designation maintained in registration**  
13 **records; Additional Fee.**  
14 **7.06.090. Keeping and controlling vicious and potentially dangerous dogs.**  
15 **7.06.100. Death, sale, transfer or permanent removal; Notice.**  
16 **7.06.110. Removal from list of potentially dangerous dogs.**  
17 **7.06.120. Destruction and Nondestruction, Conditions; Enclosures.**  
18 **7.06.130. Prohibition of owning, possessing, controlling or having custody.**  
19 **7.06.140. Penalty and fines.**

20 **7.06.010. Definitions.** For the purpose of this chapter, the following words and phrases  
21 shall have the meanings given herein:

22 "Animal Control Department" or "Department" shall have the same meaning as the definition  
23 contained in section 7.02.010 of this title.

24 "Chief of Police" means the Chief of the Colton Police Department, or designee.

25 "Enclosure" shall have the same meaning as the definition contained in section 7.02.010 of this  
26 title.

27 "Hearing Authority" means the Code Enforcement Housing Advisory Appeals Board, or such  
28 other person or entity designated by the City Manager of the City to administer hearings pursuant  
to this chapter.

"Impounded" means taken into the custody of the animal shelter or Animal Control Department.

"Potentially Dangerous Dog" means any of the following:

1. Any dog that, when unprovoked, on two separate occasions within the prior twelve  
(12) month period, engages in any behavior that requires a defensive action by any person to  
prevent bodily injury when the person and the dog are off the property of the owner or keeper of  
the dog;

2. Any dog that, when unprovoked, bites a person causing less than severe injury;

1           3. Any dog that, when unprovoked, on two separate occasions within the prior thirty-  
2 six (36) month period, has seriously bitten, inflicted injury or otherwise caused injury attacking a  
3 domestic animal off the Property of the owner or keeper of the dog;

4           4. Any dog that in a threatening or annoying manner barks, snarls or menaces a  
5 person or persons within the City.

6 "Severe Injury" means any physical injury that results in muscle tears or disfiguring lacerations or  
7 requires multiple sutures or corrective or cosmetic surgery.

8 "Vicious animal" or "dangerous animal" means an animal which

9 1. Has attacked or behaved in such a manner that the owner thereof knows or should  
10 reasonably know that the animal has tendencies to attack or bite human beings; or

11 2. Has twice within a twelve (12) month period bitten, attacked, or shown the disposition,  
12 tendency, or propensity to attack, bite, or otherwise cause injury or attempt to cause injury to a  
13 person engaged in lawful activity; or

14 3. Has once attacked or bitten a person engaged in lawful activity, causing death or  
15 substantial injury; or

16 4. Has been determined by a doctor of veterinary medicine, after observation thereof, as  
17 posing a danger to humans or domestic animals if not enclosed or muzzled; or

18 5. Has attacked or behaved in such a manner that the owner thereof knows or should  
19 reasonably know that the animal has tendencies to attack domestic animals without provocation;  
20 or

21 6. Has been trained for fighting or as an attack animal, except such animals which are  
22 employed by a government agency, including the Police Department of the City or County; or

23 7. Has been classified as dangerous, potentially dangerous or vicious by any other local,  
24 county, or state animal control agency; or

25 8. When unprovoked has, on two separate occasions within the prior thirty-six (36) month  
26 period, engaged in any behavior that required a defensive action by any person to prevent bodily  
27 injury to himself or herself or another person, during which the person who was attacked and the  
28 attacking animal were off the property of the owner or keeper of the animal; or

9. Has been outfitted with a training device for fighting or attack, such as a weighted collar  
around the neck of the animal, or found to be allowed to hang suspended from an object by biting  
into and holding onto the object with its jaws, shall be presumed to be an animal trained as a  
fighting or attack animal; or

10. Is a member of a species, breed, or kind (excluding dogs and cats), which in its wild or  
untamed condition is capable of and, if aroused, is likely to cause death or serious injury to a  
human being or which would cause serious fear or alarm to the average person if seen wandering  
at large in an inhabited community; or

11. Meets the definition of "vicious animal" or "dangerous animal" contained in California  
Food and Agriculture Code section 31626.

"Vicious animal" shall not include animals owned and used by a government entity, including,  
but not limited to, public entities' police dogs, guard dogs or sentry dogs.

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**7.06.020. Nonapplication of chapter.**

A. This chapter shall not apply to:

- 1. Licensed kennels, humane society shelters, animal control facilities or veterinarians; or
- 2. Dogs while utilized by any police department or any law enforcement officer in the performance of police work.

B. In addition, no dog may be declared potentially dangerous or vicious if:

- 1. Any injury or damage is sustained by a person who, at the time the injury or damage was sustained, was committing a willful trespass with the intent to commit a crime or other tort (other than a mere trespass) upon premises occupied by the owner or keeper of the dog, or was teasing, tormenting, abusing or assaulting the dog or was committing or attempting to commit a crime; or
- 2. The dog was protecting or defending a person within the immediate vicinity of the dog from an unjustified attack or assault; or
- 3. An injury or damage was sustained by a domestic animal which, at the time the injury or damage was sustained, was teasing, tormenting, abusing or assaulting the dog; or
- 4. The injury or damage to a domestic animal was sustained while the dog was working as a hunting dog, herding dog or predator control dog on the property of, or under the control of, its owner or keeper, and the damage or injury was to a species or type of domestic animal appropriate to the work of the dog.

**7.06.030. Seizure and impoundment pending hearing.**

A. If upon investigation it is determined by the Animal Control Officer or law enforcement officer that probable cause exists to believe the dog in question poses an immediate threat to public safety, then the Animal Control Officer or law enforcement officer may seize and impound the dog pending the hearings to be held pursuant to this chapter. In such event, the Animal Control Department or Chief of Police shall, not later than ten working days following the seizure and impoundment, petition the Hearing Authority for a determination of the dog as potentially dangerous or vicious at the next available regularly scheduled meeting of the Hearing Authority. The owner or keeper of the dog shall be liable to the Animal Control Department where the dog is impounded for the costs and expenses of keeping the dog, if the dog is later adjudicated potentially dangerous or vicious.

B. When a dog has been impounded pursuant to subsection (A) of this section and it is not contrary to public safety, the Animal Control Department shall permit the animal to be confined at the owner or keeper's expense in a Department approved kennel or veterinary facility.

**7.06.040. Hearing on declaration of dog as potentially dangerous or vicious.**

If an Animal Control Officer or law enforcement officer has investigated and determined that there exists probable cause to believe that a dog is potentially dangerous or vicious, an Animal Control Officer of the Animal Control Department or the Chief of Police may petition the Hearing Authority for the purpose of determining whether or not the dog in question should be declared potentially dangerous or vicious. Whenever possible, any complaint received from a member of the public, which serves as the evidentiary basis for the Animal Control Officer or law

1 enforcement officer to find probable cause, shall be sworn to and verified by the complainant and  
2 shall be attached to the petition. The Animal Control Department or the Chief of Police shall  
3 notify the owner or keeper of the dog that a hearing will be held by the Hearing Authority, at  
4 which time he or she may present evidence as to why the dog should not be declared potentially  
5 dangerous or vicious. The owner or keeper of the dog shall be served with notice of the hearing  
6 and a copy of the petition, either personally or by first-class mail with return receipt requested.  
7 The hearing shall be held no fewer than five working days after service of notice upon the owner  
8 or keeper of the dog.

9 For purposes of this section, service shall be deemed complete upon personal service on  
10 the owner or keeper or, if service is effectuated by mail, the service shall be deemed complete  
11 five days after deposit in the mail if the owner or keeper's address is within the State of  
12 California, ten days if the owner or keeper's address is outside the State of California but within  
13 the United States, and twenty days if the owner or keeper's address is outside the United States.  
14 The hearing shall be open to the public. The Hearing Authority may admit into evidence all  
15 relevant evidence, including incident reports and the affidavits of witnesses, limit the scope of  
16 discovery, subpoena witnesses and documents and shorten the time to produce records or  
17 witnesses. The Hearing Authority may find, upon a preponderance of the evidence, that the dog is  
18 potentially dangerous or vicious and make other orders authorized by this chapter.

19 **7.06.050. Failure of owner or keeper to appear; Decision.**

20 The Hearing Authority of original jurisdiction may decide all issues for or against the  
21 owner or keeper of the dog even if the owner or keeper fails to appear at the hearing.

22 **7.06.060. Determination and Orders; Notice; Compliance; Appeal.**

23 A. After the hearing conducted pursuant to Section 7.06.040 of this chapter, the  
24 owner or keeper of the dog shall be notified in writing of the determination and Orders issued,  
25 either personally or by first-class mail postage prepaid by Hearing Authority. If a determination is  
26 made that the dog is potentially dangerous or vicious, the owner or keeper shall comply with  
27 Sections 7.06.080 to 7.06.130 of this chapter, and any other reasonable requirements designed to  
28 protect the health, safety and welfare of the public or other animals, ordered by the Hearing  
Authority in accordance with a time schedule established by the Animal Control Department or  
the Chief of Police, but in no case more than thirty days after the date of the determination or  
thirty-five days if Notice of the determination is mailed to the owner or keeper of the dog. If  
the petitioner or the owner or keeper of the dog contests the determination, he or she may, within five  
days of the receipt of the Notice of determination, appeal the decision of the Hearing Authority to  
the Superior Court of the County. The contesting petitioner or the owner or keeper of the dog  
shall serve personally or by first-class mail, postage prepaid, Notice of the Appeal upon the other  
Party.

B. The Court hearing the Appeal shall conduct a hearing de novo, without a jury, and  
make its own determination as to potential danger and viciousness and make other orders  
authorized by this chapter, based upon the evidence presented. The hearing shall be conducted in  
the same manner and within the time periods set forth in Section 7.06.040 of this chapter and  
subsection (A) of this section. The Court may admit all relevant evidence, including incident  
reports and the affidavits of witnesses, limit the scope of discovery, subpoena witnesses and

1 documents and may shorten the time to produce records or witnesses. The issue shall be decided  
2 upon the preponderance of the evidence. If the Court rules the dog to be potentially dangerous or  
3 vicious, the Court may establish a time schedule to ensure compliance with this chapter, but in no  
4 case more than thirty days subsequent to the date of the Court's determination or thirty-five days  
5 if the service of the judgment is by first-class mail.

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7 **7.06.070. Finality of determination.**

8 The determination of the Hearing Authority or, if contested pursuant to this chapter, shall  
9 be final and conclusive upon all parties.

10 **7.06.080. Licensing and vaccination; Designation maintained in registration  
11 records; Additional Fee.**

12 All Vicious Dogs and Potentially Dangerous Dogs shall be properly licensed and  
13 vaccinated. The licensing authority shall include the Vicious Dog Designation and potentially  
14 dangerous designation in the registration records of the dog, either after the owner or keeper of  
15 the dog has agreed to the designation or the Court or Hearing Authority has determined the  
16 designation applies to the dog. The Animal Control Department may charge a Vicious Dog Fee or  
17 Potentially Dangerous Dog Fee, to be established and amended by the City Council by resolution,  
18 in addition to the regular licensing fee to provide for the increased costs of maintaining the  
19 records of the dog.

20 **7.06.090. Keeping and controlling vicious and potentially dangerous dogs.**

21 A vicious or Potentially Dangerous Dog, while on the owner or keeper's Property, shall, at  
22 all times, be kept indoors, or in a securely fenced yard from which the dog cannot escape, and  
23 into which children cannot trespass. A vicious or potentially dangerous animal may be off the  
24 owner or keeper's premises only if it is restrained by a substantial leash, of appropriate length, and  
25 if it is under the control of a responsible adult.

26 **7.06.100. Death, sale, transfer or permanent removal; Notice.**

27 If the dog in question dies, or is sold, transferred or permanently removed from the City,  
28 the owner or keeper of a vicious or Potentially Dangerous Dog shall notify the Animal Control  
Department of the changed condition and new location of the dog in writing within two working  
days.

**7.06.110. Removal from list of potentially dangerous dogs.**

If there are no additional instances of the behavior described in Section 7.06.010 of this  
chapter within a thirty-six month period from the date of designation as a Potentially Dangerous  
Dog, the dog shall be removed from the list of Potentially Dangerous Dogs. The dog may, but is  
not required to be, removed from the list of Potentially Dangerous Dogs prior to the expiration of  
the thirty-six month period if the owner or keeper of the dog demonstrates to the Animal Control  
Department that changes in circumstances or measures taken by the owner or keeper, such as  
training of the dog, have mitigated the risk to the public safety.

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**7.06.120. Destruction and Nondestruction, Conditions; Enclosures.**

A. At the conclusion of any appeals, a dog determined to be a vicious dog may be humanely euthanized by the Animal Control Department when it is found, after proceedings conducted under Section 7.06.040 of this chapter, that the release of the dog would create a significant threat to the public health, safety and welfare.

B. If it is determined that a dog is not vicious, it shall not be euthanized. The Hearing Authority or, if appealed, the Court, may impose conditions upon the ownership and keeping of the dog that protect the public health, safety and welfare.

C. Any enclosure that is required pursuant to subsection (B) shall meet the requirements of Section 7.06.010 of this chapter.

**7.06.130. Prohibition of owning, possessing, controlling or having custody.**

The owner or keeper of a dog determined to be a Vicious Dog may be prohibited by the Hearing Authority, or if contested, the Court, from owning, possessing, controlling or having custody of any dog for a period of up to three years, when it is found, after proceedings conducted under Section 7.06.040 of this chapter, that ownership or possession of a dog by that person would create a significant threat to the public health, safety and welfare.

**7.06.140. Penalty and fines.**

The failure of an owner or keeper to comply with an Order issued by the Hearing Authority shall be and is hereby declared a Public Nuisance. Such Public Nuisance may be punished as a misdemeanor with a fine not to exceed one thousand dollars, remedied by way of a civil action prosecuted by the City Attorney, or abated by the Animal Control Department. All fines paid pursuant to this section shall be paid to the City for the purpose of defraying the cost of the implementation of this chapter. Nothing contained in this chapter shall be construed as limiting the authority of the City to pursue any other remedy or remedies provided at law or in equity relating to vicious or Potentially Dangerous Dogs, including, without limitation, a criminal action pursuant to Chapter 8.02 of this Code, the issuance of Administrative Citations pursuant to Chapter 8.02 of this Code, or a civil action.

**Chapter 7.08. PROPER CARE OF ANIMALS**

**Sections:**

- 7.08.010. General standards of care.**
- 7.08.020. Tethering standards.**
- 7.08.030. Animals trespassing on private property.**
- 7.08.040. Duty to restrain dog on property.**
- 7.08.050. Leash laws.**
- 7.08.060. Female dog in season.**
- 7.08.070. Wild animals and reptiles.**
- 7.08.080. Prohibited conduct towards official police dogs and horses.**

- 1           **7.08.090. Interference with official police dog or horse.**
- 2           **7.08.100. Mandatory spay/neuter for dogs and cats adopted from animal shelter.**
- 3           **7.08.110. Disposal of dead animals by owner.**
- 4           **7.08.120. Disposal of dead animals; Owner unknown.**
- 5           **7.08.130. Same - Notification of owner.**
- 6           **7.08.140. Abandonment.**
- 7           **7.08.150. Animals in unattended vehicle.**
- 8           **7.08.160. Reserved.**
- 9           **7.08.170. Animal sales in public places prohibited.**

7           **7.08.010. General standards of care.**

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9           These standards are promulgated with the understanding that animals are sentient beings -  
10          with consciousness, sentience, or in some contexts life itself. Sentient beings are composed of the  
11          five aggregates - matter, sensation, perception, mental formations and consciousness. The City of  
12          Colton recognizes that animals are sentient and can experience both positive and negative  
13          emotions, including pain and distress. As a result, all animals deserve to be cared for in ways that  
14          are respectful of these sentiments. Every person owning or occupying any property or premises  
15          where any animal or bird is kept shall keep such premises clean and sanitary. Any feces, uneaten  
16          food, or other matter that emits an offensive odor or encourages the breeding of flies or other  
17          insects shall be collected daily and not allowed to accumulate. This provision shall not prohibit  
18          the owner or occupant of any premises from storing such feces, uneaten food, or other matter in a  
19          closed container prior to disposal. In addition, every person owning and animal shall also comply  
20          with the following:

21           (A) An animal's owner shall keep the animal in a clean, sanitary, and healthy  
22          condition.

23           (B) An animal's owner or handler shall provide for the animal:

- 24           1. Regular and adequate amounts of nutritious food that is appropriate for the  
25           species and that maintains the animal in good health;
- 26           2. A constant and adequate supply of clean, fresh, potable water that keeps the  
27           animal hydrated for environmental conditions; and
- 28           3. Care and medical treatment for injuries, parasites, and diseases that is sufficient  
29           to maintain the animal in good health and minimize suffering.

30           (C) An animal's owner shall provide the animal with shelter that:

- 31           1. Is large enough for the animal to enter, stand, turn around, and lie down in a  
32           natural manner;
- 33           2. Keeps the animal dry;
- 34           3. Provides the animal with natural or artificial shade from direct sunlight;
- 35           4. Protects the animal from excessive heat and cold and other adverse weather  
36           conditions; and
- 37           5. Is adequately ventilated.

1 (D) An animal's owner may not confine the animal to the extent that it is forced to  
stand, sit, or lie in its own excrement.

2 (E) An animal's owner shall regularly maintain the animal and its shelter to prevent  
odor or a health or sanitation problem.

3 (F) An animal's owner shall provide the animal with exercise space that is large  
4 enough to prevent injury and keep the animal in good condition.

5 (G) It is an affirmative defense to prosecution under this section that the animal's  
treatment was as directed by a licensed veterinarian.

6 **Section 7.08.020. Tethering standards.**

7 It shall be unlawful to tether a dog, except as follows.

8 A dog may be restrained to an overhead running line, pulley, or trolley system under the  
9 following conditions:

10 (1) The tether is attached to the dog by means of a suitable, properly-fitted collar or  
11 harness not exceeding two inches in width. Choke or prong collars are not permitted. The tether  
must have a swivel on both ends.

12 (2) The tether provides access to adequate space for the dog to move about freely and  
13 cannot become entangled in such a way that would prevent the dog's mobility or cause  
strangulation.

14 (3) At minimum, the tether should be four times the length of the dog from the tip of the  
15 nose to the tip of the tail and the tether must allow the dog to lie down with its head flat on the  
ground and provides an additional 12 inches of slack.

16 (4) The tether is made of a durable, lightweight material that will not cause unnecessary  
17 stress on the dog. The tether shall not weigh more than three percent of the dog's total body  
weight. Thick chains and other heavy lines are prohibited.

18 (5) The tether allows the dog to move at least 30 feet. Otherwise, the dog must be  
19 removed from the tether at least twice a day for exercise and/or socialization for a minimum of 60  
minutes each day.

20 (6) The tether does not inhibit the animal's access to shelter shade, food, and water; and

21 (7) Intact dogs may not be tethered under any circumstances.

22 **Section 7.08.030. Animals trespassing on private property.**

23 Every animal found running at large or trespassing upon any private property within the  
24 City may be captured by the party owning, controlling or having possession of such property, or  
25 by his representative, provided, however, that the only trap used in such capture shall be of a type  
26 of trap approved by the Animal Control Officer. Such person(s) may make reasonable attempts  
27 to ascertain ownership of the animal for up to seven (7) days. Thereafter, the party having  
28 possession of the animal may avail themselves of California Civil Code, section 2080 or the  
animal may be committed to the Animal Control Officer. This section shall not apply to  
community cats, as defined in this title.

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**Section 7.08.040. Duty to restrain dog on property.**

It shall be the duty of any person owning or having charge, custody or control of any dog to ensure that reasonable care and precautions are taken to prevent the dog leaving, while not on leash, the real property upon which it is kept and that either (1) it is securely and humanely enclosed within a house, building, fence, pen or other enclosure out of which it cannot climb, dig, jump, or otherwise escape on its own volition, which enclosure is securely locked or fastened at any time the dog is left unattended; or (2) it is securely and humanely restrained by a chain with swivel, cable or trolley or other tether of sufficient strength to prevent escape, provided that the dog while so chained or tethered cannot go beyond the boundaries of the real property upon which it is maintained or upon the public right of way; or (3) it is on leash and under the control of a competent person.

**Section 7.08.050. Leash laws.**

No person owning or having charge, care, custody or control of any dog shall, either intentionally or unintentionally, cause, permit or allow the same to be or run at large upon any street or other public place, or upon any unenclosed lot or place in the City or upon the private property of another without permission of the person owning or in possession of such property unless such dog is restrained by a substantial chain or leash and is in control of a competent person; provided, however, the provisions of this section shall not apply to any official police dog while such animal is on duty.

**Section 7.08.060. Female dog in season.**

It is unlawful for any person to permit any female dog which is owned, harbored, or controlled by him or her, to run at large in the City at any time during the period when the dog is in season or breeding condition.

**Section 7.08.070. Wild animals and reptiles.**

No person shall have, keep or maintain, or have in his or her possession or under his or her control on any residentially-zoned property any lion, tiger, bear, chimpanzee, gorilla, cougar, mountain lion, badger, wolf, coyote, fox, lynx, or any poisonous reptile, or any other dangerous or carnivorous wild animal or reptile; provided, however, such animals may be permitted on such residentially-zoned lots on the condition that a permit is obtained from the Development Services Director or his or her duly authorized representative.

Such permit shall only be granted upon a showing by the applicant that adequate safeguards have been established and will be maintained which will effectively control the dangerous or vicious propensities of such animal or reptile, eliminating any danger to individuals or property, and provided that the keeping or maintaining of such animal or reptile will in no way constitute a nuisance to the occupants of any surrounding property. The denial of the permit shall be in writing and shall specify the grounds for such denial. The applicant shall have ten days from the date the permit was denied in order to appeal such denial to the City Council.

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**Section 7.08.080. Prohibited conduct towards official police dogs and horses.**

A. It is unlawful for any person to willfully and maliciously annoy, tease, taunt, torment, strike, threaten to strike, startle, attempt to startle or throw any object at any official police dog or any official police horse. The conduct prohibited hereby shall include, but not be limited to, the use of any part of the body, including the voice, or the use of any object, including liquids, or a vehicle with the intent to accomplish one or more of the above acts.

B. It is unlawful for any person, other than an authorized employee or agent of the Police Department or a person authorized by the police officer in possession of said animal, to feed or touch, or attempt to touch an official police dog or official police horse or the equipment attached to or housing said animal while on duty.

**Section 7.08.090. Interference with official police dog or horse.**

It is unlawful for any person, other than the police officer in lawful possession of such animal, to give commands or attempt to give commands to any official police dog or official police horse or otherwise interfere with such animal while it is on duty.

**Section 7.08.100. Reserved.**

**Section 7.08.110. Disposal of dead animals by owner.**

The owner of any dead animal shall dispose of the carcass of such animal in a sanitary manner as prescribed by the Animal Control Director or his or her designee within 24 hours after said owner has knowledge of the animal's death. No person shall bury any dead animal in the City unless approved by the Animal Control Director or his or her designee . It shall be the duty of the Animal Control Director or his or her designee to take custody of all dead animals from the owner when requested.

**Section 7.08.120. Disposal of dead animals; Owner unknown.**

The Animal Control Director or his or her designee shall be responsible for the disposal of all dead animals whose ownership cannot be established.

**Section 7.08.130. Same - Notification of owner.**

Whenever deceased animals picked up by the Animal Control Officer carry identification of any kind, the owner shall be notified and a notice posted at the shelter giving such information in an easily visible location.

**Section 7.08.140. Abandonment.**

It is unlawful for any person to knowingly abandon any animal within the City. Any person violating this section shall bear full costs and expenses incurred by said City in the care of said abandoned animal and said person shall reimburse to the City all costs therefor as determined

1 by the Animal Control Officer and may be subject the provisions of California Penal Code,  
2 section 597.

3 **Section 7.08.150. Animals in unattended vehicle.**

4 A. No person shall leave or confine an animal in any unattended motor vehicle under  
5 conditions that endanger the health or well-being of an animal due to heat, cold, lack of adequate  
6 ventilation, or lack food or water, or other circumstances that could reasonably be expected to  
7 cause suffering, disability or death to the animal. Nor shall any person leave or confine an animal  
8 in any unattended motor vehicle in such a manner as to endanger persons lawfully passing by the  
9 vehicle.

10 B. The Animal Control Director or his or her designee are authorized to remove and  
11 impound any animal found in violation of subsection A above if the animal's safety appears to be  
12 in immediate danger from heat, cold, lack of adequate ventilation, lack of food or water, or other  
13 circumstances that could reasonably be expected to cause suffering, disability, or death to the  
14 animal, or that present an immediate threat to public safety. Animals impounded pursuant to this  
15 section shall be taken to the City's animal shelter or, if deemed necessary, to a licensed  
16 veterinarian for examination and/or treatment.

17 C. The Animal Control Director or his or her designee are authorized to take all steps  
18 that are reasonably necessary for the removal of an animal from a motor vehicle, including, but  
19 not limited to, breaking into the motor vehicle, after a reasonable effort to locate the owner or  
20 other person responsible is made. Any person authorized to enforce this section who removes an  
21 animal from a motor vehicle shall, in a secure and conspicuous location on or within the motor  
22 vehicle, leave a written notice bearing his or her name and office, and the address of the location  
23 where the animal can be claimed. The animal may be claimed by the owner only after payment of  
24 all charges that have accrued for the maintenance, care, medical treatment, or impoundment of the  
25 animal.

26 D. Nothing in this section shall preclude prosecution under both this section and  
27 Section 597 of the California Penal Code or any other provision of law, including any applicable  
28 federal, state, or local law, regulation, or ordinance.

E. Nothing in this section shall be deemed to prohibit the transportation of horses,  
cattle, pigs, sheep, poultry or other agricultural animals in motor vehicles designed to transport  
such animals for agricultural purposes.

**Section 7.08.160. Reserved.**

**Section 7.08.170. Animal sales in public places prohibited.**

It shall be unlawful to offer for sale, exchange, or give away puppies or kittens in public  
places such as in front of stores, at swap meets, or auctions.

1  
2 **Chapter 7.10 - SPAY, NEUTER AND MICROCHIP**

3 **Sections:**

- 4 **7.10.010 Spay and neuter.**  
5 **7.10.020 Penalties for failure to spay or neuter.**  
6 **7.10.030 Microchipping of dogs and cats.**

7 **Section 7.10.010 Spay and neuter.**

8 **A.**

9 1. Requirement. No person may own, keep, or harbor an unaltered and unspayed dog or  
10 cat over the age of seven months in violation of this section. An owner or custodian of an  
11 unaltered dog must have the dog spayed or neutered, or provide a certificate of sterility, or obtain  
12 an unaltered dog license in accordance with this chapter. An owner or custodian of an unaltered  
13 cat must have the animal spayed or neutered, or provide a certificate of sterility.

14 2. Exemptions. This section shall not apply to any of the following:

15 a. A dog with a high likelihood of suffering serious bodily harm or death if spayed or  
16 neutered, due to age or infirmity. The owner or custodian must obtain written confirmation of this  
17 fact from a California Licensed Veterinarian. If the dog is able to be safely spayed or neutered at  
18 a later date, that date must be stated in the written confirmation; should this date be later than  
19 thirty (30) days, the owner or custodian must apply for an unaltered dog license.

20 b. A cat with a high likelihood of suffering serious bodily harm or death if spayed or  
21 neutered, due to age or infirmity. The owner or custodian must obtain written confirmation of this  
22 fact from a California Licensed Veterinarian. If the cat is able to be safely spayed or neutered at a  
23 later date, that date must be stated in the written confirmation.

24 c. Animals owned by recognized dog or cat breeders, as defined by City policy.

25 **B. Denial or revocation of unaltered dog license and reapplication.**

26 1. The Animal Control Director or his/her designee may deny or revoke an unaltered dog  
27 license for one or more of the following reasons:

28 a. The owner, custodian, applicant or licensee is not in compliance with all of the  
requirements of this section;

b. The Department has received at least three complaints, verified by the Department, that  
the owner, custodian, applicant, or licensee has allowed a dog to be stray or run at large or has  
otherwise been found to be neglectful of his or her or other animals;

c. The owner, custodian, applicant, or licensee has been previously cited for violating a  
State law, city code or other municipal provision relating to the care and control of animals;

1 d. The unaltered dog has been adjudicated by a court or an agency of appropriate  
2 jurisdiction to be potentially dangerous, dangerous or vicious, or to be nuisance within the  
3 meaning of the Colton Municipal Code or under state law;

4 e. Any unaltered dog license held by the applicant has been revoked;

5 f. The license application is discovered to contain a material misrepresentation or  
6 omission of fact.

7 2. Re-application for unaltered dog license:

8 a. When an unaltered dog license is denied, the applicant may re-apply for a license upon  
9 changed circumstances and a showing that the requirements of this chapter have been met. The  
10 department shall refund one-half of the license fee when the application is denied. The applicant  
11 shall pay the full fee upon re-application.

12 b. When an unaltered dog license is revoked, the owner or custodian of the dog may apply  
13 for a new license after a thirty (30) day waiting period upon showing that the requirements of this  
14 chapter have been met. No part of an unaltered dog license fee is refundable when a license is  
15 revoked and the applicant shall pay the full fee upon re-application.

16 C. Appeal of denial or revocation of unaltered dog license.

17 1. Request for hearing.

18 a. Notice of intent to deny or revoke. The Department shall mail to the owner, custodian,  
19 licensee, or applicant a written notice of its intent to deny or revoke the license for an unaltered  
20 dog which includes the reason(s) for the denial or revocation. The owner, custodian, licensee or  
21 applicant may request a hearing to appeal the denial or revocation by filing such request with the  
22 Police Chief and/or his/her designee. The request must be made in writing within fifteen (15)  
23 days after the notice of intent to deny or revoke is mailed. Failure to submit a timely written  
24 hearing request shall be deemed a waiver of the right to appeal the license denial or revocation.

25 b. Administrative Hearing Authority. shall be the same as described in section 7.06.040  
26 with the qualifications and authority outlined in code section 7.020.010.

27 c. Notice and conduct of hearing. The Animal Control Director or his/her designee shall  
28 mail a written notice of the date, time, and place for the hearing not less than ten (10) days before  
the hearing date. The hearing date shall be no more than forty-five (45) days after the  
Department's receipt of the request for a hearing. The hearing will be informal and the rules of  
evidence will not be strictly observed. The Administrative Hearing Authority shall prepare and  
mail a written decision to the owner or custodian after the hearing. The decision of the  
Administrative Hearing Authority shall be the final administrative decision.

d. Judicial Review of Administrative Decision. Any person aggrieved by the order of the  
Administrative Hearing Authority may obtain judicial review of that order by filing a petition for  
review with the Superior Court of San Bernardino County in accordance with the timelines and  
provisions set forth in California Code of Civil Procedure Section 1094.6.

1  
2 2. Change in location of dog. If the dog is moved after the department has issued a letter  
3 of intent to deny or revoke, but has not yet denied or revoked the license, the owner, custodian,  
4 licensee, or applicant must provide the department with information as to the dog's whereabouts,  
5 including the current owner or custodian's name, address, and telephone number.

6 D. Transfer, sale, and breeding of unaltered dog or cat.

7 1. Offer for sale or transfer of unaltered dog. An owner or custodian who offers any  
8 unaltered dog over the age of four (4) months of age for sale, trade, or adoption must include a  
9 valid unaltered dog license number with the offer of sale, trade or adoption, or otherwise state and  
10 establish compliance with this section. An owner or custodian of an unaltered dog must notify the  
11 department of the name and address of the transferee within ten (10) days after the transfer. The  
12 unaltered license and microchip numbers must appear on a document transferring the animal to  
13 the new owner.

14 2. Offer for sale or transfer of unaltered cat. An owner or custodian of an unaltered cat  
15 must notify the department of the name and address of the transferee within ten (10) days after the  
16 transfer. The microchip numbers must appear on a document transferring the animal to the new  
17 owner.

18 E. Impoundment of unaltered dog or cat.

19 1. When an unaltered dog or cat is impounded pursuant to this title, in addition to  
20 satisfying applicable requirements for the release of the animal, including but not limited to  
21 payment of impound fees pursuant to this chapter, the owner or custodian shall also do one of the  
22 following:

23 a. Provide written proof of the dog or cat's prior sterilization, if conditions cannot or do  
24 not make this assessment obvious to Department personnel.

25 b. Have the dog or cat spayed or neutered by a Department veterinarian at the expense of  
26 the owner or custodian. Such expense may include additional fees due to extraordinary care  
27 required.

28 c. Have the dog or cat spayed or neutered by another California licensed veterinarian. The  
owner or custodian may arrange for another California licensed veterinarian to spay or neuter the  
animal, and shall pay to the Department the cost to deliver said animal to the chosen veterinarian.  
The cost to deliver the animal shall be based on the Department's hourly rate established by the  
auditor-controller. The veterinarian shall complete and return to the Department within ten (10)  
days, a statement confirming that the dog or cat has been spayed or neutered or is, in fact,  
incapable of breeding and shall release the dog or cat to the owner or custodian only after the  
spay or neuter procedure is complete.

d. At the discretion of the Animal Control Director, the dog or cat may be released to the  
owner or custodian if he or she signs a statement under penalty of perjury, representing that the  
dog or cat will be spayed or neutered and that he or she will submit a statement within ten (10)  
days of the release, signed by a California licensed veterinarian, confirming that the dog or cat  
has been spayed or neutered or is incapable of breeding.

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2. Costs of impoundment.

a. The owner or custodian of the unaltered dog or cat shall be responsible for the costs of impoundment, which shall include daily board costs, vaccination/medication, and any other diagnostic or therapeutic applications as provided in this chapter.

b. The costs of impoundment shall be a lien on the dog or cat, and the unaltered animal shall not be returned to its owner or custodian until the costs are paid or other arrangements are made including, but not limited to, a payment plan. If the owner or custodian of an impounded unaltered animal does not pay the lien against it in full within fourteen (14) days, the animal shall be deemed abandoned and become the property of the Department.

F. Application of fees and fines collected. All costs and fines collected under this part and the fees collected under this section shall be paid to the City of Colton for the purpose of defraying the cost of the implementation and enforcement of this program.

**Section 7.10.020 Penalties for failure to spay or neuter.**

Penalties issued for failure to spay or neuter a dog or cat shall be enforced as set forth below:

A. An administrative citation, infraction, or other such authorized penalty may be issued to an owner or custodian of an unaltered dog or cat for a violation of this section only when the owner or custodian is concurrently cited for another violation under State or local law pertaining to the obligations of a person owning or possessing a dog or cat. Examples of such State law or local ordinance violations include, but are not limited to, failure to possess a current canine rabies vaccination of the subject dog; dog or cat at large; failure to license a dog; leash law violations; kennel or cattery permit violations; tethering violations; unhealthy or unsanitary conditions; failure to provide adequate care for the subject dog or cat in violation of the Penal Code; rabies quarantine violations for the subject dog; operating a business without a license and/or lack of State Tax ID Number; fighting dog activity in violation of Penal Code section 597.5; animals left unattended in motor vehicles; potentially dangerous, dangerous or vicious animals; and noisy animals.

B. Should the owner or custodian of an unaltered dog or cat be found in violation of a State or local law, as stated above, in subsection (1), the owner or custodian shall be required to spay or neuter the unaltered animal in accordance with this section.

**Section 7.10.030 Microchipping of dogs and cats.**

A. All dogs and cats over the age of four (4) months must be implanted with an identifying microchip. The owner or custodian is required to provide the microchip number to the Department, and shall notify the Department of any change of ownership of the dog or cat, or any change of address or telephone number. Nothing in this section supersedes, eliminates, or alters any other licensing requirements of this Title.

1 An administrative citation, infraction, or other such authorized penalty may be issued to  
2 an owner or custodian of an unmicrochipped dog for a violation of this section only when the  
3 owner or custodian is concurrently cited for another violation under state or local law pertaining  
4 to the obligations of a person owning or possessing a dog or cat. Examples of such State law or  
5 local ordinance violations include, but are not limited to, failure to possess a current canine rabies  
6 vaccination of the subject dog; dog or cat at large; failure to license a dog; leash law violations;  
7 kennel or cattery permit violations; tethering violations; unhealthy or unsanitary conditions;  
8 failure to provide adequate care for the subject dog or cat in violation of the Penal Code; rabies  
9 quarantine violations for the subject dog; operating a business without a license and/or lack of  
10 State Tax ID Number; fighting dog activity in violation of Penal Code section 597.5; animals left  
11 unattended in motor vehicles; potentially dangerous, dangerous or vicious animals; and noisy  
12 animals.

13 B. Exemptions. The microchipping requirements shall not apply to any of the following:

14 1. A dog or cat with a high likelihood of suffering serious bodily injury, if implanted with  
15 the microchip identification, due to the health conditions of the animal. The owner or custodian  
16 must obtain written confirmation of that fact from a California licensed veterinarian. If the dog or  
17 cat is able to be safely implanted with an identifying microchip at a later date, that date must be  
18 stated in the written confirmation.

19 2. A dog or cat that is kenneled or trained in the City of Colton, but is owned by an  
20 individual that does not reside in the City of Colton. The owner or custodian must keep and  
21 maintain the animal in accordance with the applicable laws and ordinances of the jurisdiction in  
22 which the owner or custodian of the animal permanently resides, including but not limited to the  
23 applicable licensing and rabies vaccination requirements of that jurisdiction.

24 3. A dog or cat over the age of ten (10) years.

25 C. Transfer, sale of dogs and cats.

26 1. An owner or custodian who offers any dog, over the age of four (4) months, for sale,  
27 trade, or adoption must provide the microchip identification number and the valid dog license  
28 number with the offer of sale, trade or adoption. The license and microchip numbers must appear  
on a document transferring the dog to the new owner. The owner or custodian shall also advise  
the Department of the name and address of the new owner or custodian in accordance with  
subdivision (a) of this section. An owner or custodian who offers any dog, over the age of four (4)  
months, for sale, trade, or adoption and fails to provide the Department with the name and address  
of the new owner, is in violation of this chapter and shall be subject to the penalties set forth  
herein.

2. An owner or custodian who offers any cat, over the age of four (4) months, for sale,  
trade, or adoption must provide the microchip identification number with the offer of sale, trade  
or adoption. The microchip numbers must appear on a document transferring the cat to the new  
owner. The owner or custodian shall also advise the Department of the name and address of the  
new owner or custodian in accordance with Subdivision (A) of this section. An owner or  
custodian who offers any cat, over the age of four (4) months, for sale, trade, or adoption and fails  
to provide the Department with the name and address of the new owner, is in violation of this  
chapter and shall be subject to the penalties set forth herein.

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2 3. When a puppy or kitten under the age of four (4) months implanted with microchip  
3 identification is sold or otherwise transferred to another person, the owner or custodian shall  
4 advise the Department of the name and address of the new owner or custodian, and the microchip  
5 number of the puppy or kitten within ten (10) days after the transfer. If it is discovered that an  
6 owner or custodian has failed to provide the Department with the name and address of the new  
7 owner and the microchip number of the puppy or kitten, the owner or custodian shall be subject to  
8 the administrative remedies set forth in Chapter 1.17.

9 D. When an impounded dog or cat is without microchip identification, in addition to  
10 satisfying applicable requirements for the release of the animal, including but not limited to  
11 payment of impound fees pursuant to this chapter, the owner or custodian shall also do one of the  
12 following:

13 1. Have the dog or cat implanted with a Department microchip by a Department registered  
14 veterinarian technician or veterinarian or designated personnel at the expense of the owner or  
15 custodian;

16 2. Have the dog or cat implanted with a department approved microchip by a California  
17 licensed veterinarian. The owner or custodian may arrange for another California licensed  
18 veterinarian to perform the implant, and shall pay to the department the cost to deliver the dog or  
19 cat to the chosen veterinarian. The veterinarian shall complete and return to the Department  
20 within ten (10) days, a statement confirming that the microchip has been implanted, provide the  
21 Department with the number and shall release the dog or cat to the owner or custodian only after  
22 the procedure is complete; or

23 3. At the discretion of the Animal Control Director, the dog or cat may be released to the  
24 owner or custodian if he or she signs a statement under penalty of perjury, representing that the  
25 dog or cat will be implanted with a microchip and that he or she will submit a statement within  
26 ten (10) days of the release, signed by a California licensed veterinarian, confirming that the dog  
27 or cat has been so implanted and provide the microchip number to the Department or allow the  
28 Department to scan the dog or cat for the microchip to verify.

E. Fees for microchip identification device. The fee for an identifying microchip device  
shall be included in the cost of adoption when adopting a dog or cat from an animal shelter  
operated by the Department. If an animal has already been implanted with an identifying  
microchip device by some other facility, there will be no fee to have the identification microchip  
number entered into the Department's registry as required by subdivision (A) of this section.

F. Application of fees and fines collected. All costs and fines collected under this part and  
the fees collected under this section shall be paid to the City of Colton for the purpose of  
defraying the cost of the implementation and enforcement of this program.

1 **Chapter 7.12 - NOISY ANIMALS**

2 **Sections:**

- 3 **7.12.010 Purpose.**  
4 **7.12.015 Definitions.**  
5 **7.12.020 Administrative hearing authority.**  
6 **7.12.030 Declaration of noisy animal as a public nuisance.**  
7 **7.12.040 Noisy animal warning notice.**  
8 **7.12.050 Declaration of complaint of noisy animal and petition for**  
9 **administrative hearing.**  
10 **7.12.060 Hearing.**  
11 **7.12.070 Determination and order.**  
12 **7.12.080 Administrative abatement measures.**  
13 **7.12.090 Failure to comply with administrative order.**  
14 **7.12.100 Civil action.**  
15 **7.12.110 Not exclusive remedy.**  
16 **7.12.120 Judicial review.**

17 **Section 7.12.010 Purpose.**

18 The disturbance caused by excessive, unrelenting or habitual noise of any animal is  
19 disruptive of the public's peace and tranquility and represents an unwanted invasion of privacy of  
20 the residents of the City. It is declared to be in the public interest to promote the health and  
21 welfare of the residents of the City by providing for an administrative proceeding for the  
22 abatement of such nuisances, which abatement procedures shall be in addition to all other  
23 proceedings authorized by this Code or otherwise by law.

24 **Section 7.12.015 Definitions.**

25 For the purpose of this chapter, the following words and phrases shall have the meanings  
26 given herein:

27 "Complaining Party" means that person or those persons who contact the Animal Control  
28 Director to report a noisy animal or noisy animals.

"Director" means the Animal Control Director.

"Noisy animal" means any animal or animals maintained on the same premises or location  
whose excessive, unrelenting or habitual barking, howling, crying or other noises or sounds  
annoy or become offensive to a resident or residents in the vicinity thereby disturbing the peace  
of the neighborhood or causing excessive discomfort to any reasonable person of normal  
sensitivity hearing such sounds.

"Responsible party" means that person or those persons in charge of the premises or  
location where any noisy animal is located and may include any of the following:

- 1 1. The person or persons who own the property where the noisy animal is located;  
2 2. The person or persons in charge of the premises where the noisy animal is located;  
3 3. The person or persons occupying the premises where the noisy animal is located;  
4 4. The owner of the noisy animal. If any of those persons are minors, the parent or parents  
or a guardian of such minor shall be the Responsible Party.

5 **Section 7.12.020 Administrative Hearing Authority.**

6 A determination whether an animal is violating this chapter shall be made by the  
7 Administrative Hearing Authority. The Administrative Hearing Authority shall have the power to  
8 hear testimony from witnesses including complainants, peace officers, animal control officers or  
9 humane officers or other parties including the owner or person having charge, custody or control  
of the animal allegedly causing the nuisance, to determine whether the maintenance of the animal  
is a public nuisance as herein declared by the City Council, and to order the abatement of such  
nuisance by taking such actions as set forth in this Chapter.

10 **Section 7.12.030 Declaration of noisy animal as a public nuisance.**

11 A. The City Council hereby determines and declares that it is unlawful and a public  
12 nuisance for any person owning, keeping, harboring or having in his or her care, custody or  
13 control any animal, to cause or suffer, or permit to be made or caused by such animal, barking,  
14 howling, crying or making of any noises or other sounds, so as to annoy and become offensive to  
15 a resident or residents in the vicinity in which the animal is kept thereby disturbing the peace of  
the neighborhood or causing excessive discomfort to any reasonable person of normal sensitivity  
residing in the area, unless such noise or sound is made by an official police dog while on duty.

16 B. If, in violation of the provisions of this declaration of nuisance, any person owns,  
17 maintains, harbors, keeps or has any animal who persistently emits any noises or sounds in such a  
18 manner as to annoy and become offensive to a resident or residents in the vicinity in which the  
19 animal is kept, the maintenance of such animal may be declared a public nuisance by written  
20 notice to the owner or person in charge, custody or control of the animal. If after the issuance of  
such notice, the person owning, keeping, harboring or having in such person's care or custody any  
animal has not abated the nuisance, such person shall be liable to enforcement of the provisions of  
this Code.

21 C. It is unlawful for the Responsible Party, after being informed in writing that such  
22 person's animal has been declared a noisy animal and that the maintenance of a noisy animal is a  
23 public nuisance, to fail, refuse or neglect to take whatever steps or use whatever means are  
24 necessary to assure that such animal does not again disturb residents in the vicinity in which the  
animal is kept.

25 **Section 7.12.040 Noisy animal warning notice.**

26 A. When an Animal Control Officer or Police Officer of the City is notified or alerted of a  
27 possible noisy animal which may constitute a nuisance and has personally confirmed the  
28 existence of a potential nuisance, that Animal Control Officer or Police Officer shall issue a  
Noisy Animal Warning Notice to the Responsible Party. Such notice shall specify that the  
continued barking, howling or other noise or sounds of such animal is in violation of this Code

1 and that the noisy animal nuisance must be abated forthwith to avoid further City action. Such  
2 notice shall be served upon the Responsible Party or, if such service cannot be safely made,  
3 posted at the premises upon which the animal is located. A copy of the Noisy Animal Warning  
4 Notice shall be filed with the Animal Control Director. The Director shall, within five days of the  
5 issuance of said warning notice, make a reasonable attempt to speak personally or by telephone  
6 with the Responsible Party concerning the matter, including what efforts have been made to abate  
7 the nuisance.

8 B. If within five days of the issuance of the Noisy Animal Warning Notice the Director  
9 determines that the barking, howling or other sound or cry was provoked and that such barking,  
10 howling or other sound or cry was not excessive, unrelenting or habitual, the Director of Animal  
11 Services shall cause the Noisy Animal Warning Notice to be voided and the person to whom it  
12 was issued to be so notified. In the event a Noisy Animal Warning Notice has been voided, such  
13 warning notice shall not be considered as having been issued for the purposes of Sections  
14 7.12.050 or 7.12.090 of this chapter.

15 **Section 7.12.050 Declaration of complaint of noisy animal and petition for  
16 administrative hearing.**

17 A. When the Director receives a subsequent verbal or written complaint concerning a  
18 noisy animal at the same location within twelve months after the issuance of a Noisy Animal  
19 Warning Notice, the Director shall determine whether the Noisy Animal Warning Notice went  
20 unheeded. If the determination is made the nuisance was not abated, a Declaration of Complaint  
21 of Noisy Animal and Petition for Administrative Hearing shall be issued by the Director to the  
22 Complaining Party.

23 B. The Declaration of Complaint and Petition for Administrative Hearing shall be  
24 completed under penalty of perjury by the Complaining Party and returned within ten (10) days to  
25 the Director.

26 C. The Director, upon receipt of a timely executed Declaration of Complaint and Petition  
27 for Administrative Hearing, shall set the case for hearing before the Administrative Hearing  
28 Authority. The Director shall notify the Complaining Party and Responsible Party of the date,  
time, and place for the hearing. The notice of hearing shall advise that the Complaining Party and  
Responsible Party that they may present evidence at the hearing through witnesses and  
documents. The notice of hearing shall be accompanied by a copy of the Declaration of  
Complaint and Petition for Administrative Hearing form. The notice shall be served on all parties  
and witnesses. If the notice cannot be safely served by personal service, then it may be posted  
upon the premises where the animal is kept and sent by first-class mail. The Complaining Party  
shall be informed that further action may not be warranted if the animal is controlled, but in any  
case, no further action can be taken until the completed Declaration of Complaint and Petition for  
Administrative Hearing form is received by the Director.

**Section 7.12.060. Hearing.**

The hearing before the Administrative Hearing Authority shall be open to the public. The  
Administrative Hearing Authority may admit all relevant evidence, including incident reports and  
affidavits of witnesses. The Administrative Hearing Authority may decide all issues even if the

1 Responsible Party for the animal fails to appear at the hearing. The Administrative Hearing  
2 Authority may find, upon a preponderance of the evidence, that the animal is a noisy animal and  
3 the maintenance of such noisy animal is a public nuisance. Upon the conclusion of the hearing,  
4 the Administrative Hearing Authority shall orally announce the decision as to whether a public  
5 nuisance has been found to exist on the premises.

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10 **Section 7.12.070. Determination and order.**

11 At the conclusion of the hearing conducted pursuant to Section 7.12.060, the hearing  
12 authority shall, notify the Responsible Party of the Administrative Hearing Authority's  
13 determination and any orders issued. If the Administrative Hearing Authority determines that the  
14 animal is a noisy animal and the maintenance thereof, a public nuisance, the Responsible Party  
15 shall comply with the Administrative Hearing Authority's order within five days after the date of  
16 mailing of the determination and order. The decision of the Administrative Hearing Authority  
17 shall be final.

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21 **Section 7.12.080. Administrative abatement measures.**

22 The Administrative Hearing Authority may, as part of his/her determination that the  
23 animal is a noisy animal and a public nuisance, direct the Responsible Party to perform one or  
24 more of the following actions:

- 25 A. Containment of the animal within an enclosed building on the premises of Responsible  
26 Party;
- 27 B. Require that the animal wear a noise suppression device obtained at the expense of the  
28 Responsible Party to reduce or eliminate the noise creating the nuisance;
- 29 C. Require that the animal undertake obedience training designed to abate the nuisance  
30 problem when appropriate and under the conditions imposed by the Administrative Hearing  
31 Authority and at the expense of the Responsible Party;
- 32 D. Restrict the time of day, days of the week and duration when the animal may be placed  
33 out-of-doors on the premises of the Responsible Party;
- 34 E. Require the Responsible Party to permanently remove the animal from said property  
35 and outside the City limits.
- 36 F. Any other reasonable means to accomplish the abatement.

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40 **Section 7.12.090. Failure to Comply with Administrative Order.**

41 It is unlawful for any person to fail, neglect or refuse to comply with an administrative  
42 abatement order of the Administrative Hearing Authority within the time specified in said order.  
43 Should any party to the order issued by the Administrative Hearing Authority fail to comply with  
44 the order, in whole or in any part thereof, that party or those parties may be subject to  
45 administrative remedies to enforce the order as set forth in this Code, including administrative  
46 citations and administrative civil penalties, and any other lawful means necessary to gain  
47 compliance, including a civil action.

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**Section 7.12.100. Civil action.**

In the event any person shall fail, neglect or refuse to comply with an administrative abatement order of the Administrative Hearing Authority within the time specified in said order and the public nuisance continues to exist, the City Attorney is authorized to commence civil action to obtain the abatement of such public nuisance.

**Section 7.12.110. Not exclusive remedy.**

The provisions of this chapter are to be construed as an added remedy of abatement of the nuisance hereby declared and not in conflict with or derogation of any other actions or proceedings or remedies otherwise provided by this title or other law.

**Section 7.12.120 Judicial Review.**

Any Responsible Party aggrieved by an Administrative Determination and Order may obtain judicial review of that order by filing a petition for review with the Superior Court of San Bernardino County in accordance with the timelines and provisions set forth in California Code of Civil Procedure section 1094.6.

**Chapter 7.14 - RABIES CONTROL**

**Sections:**

- 7.14.010 Vaccination of dogs.**
- 7.14.020 Revaccination.**
- 7.14.030 Certificate.**
- 7.14.040 Restraining of animal bitten by other animal with rabies.**
- 7.14.050 Quarantine of biting animals; Examination.**
- 7.14.060 Report of suspected rabid animals.**
- 7.14.070 Destruction of rabid animals.**
- 7.14.080 Duties of animal control officer as to animals held by him having or suspected of having rabies.**
- 7.14.090 Importation of unvaccinated dogs.**
- 7.14.100 Rabies vaccination reporting.**

**Section 7.14.010 Vaccination of dogs.**

Every person keeping, maintaining or having custody or control of a dog over the age of four months in the City shall cause said dog to be vaccinated with a type of canine rabies vaccine approved by the California Department of Health within a period of thirty days from the date such dog was first maintained, kept or had within the City, or within thirty days from the date the dog attains the age of four months. Evidence of such vaccine shall be provided to the City in order to license the dog in accordance with section 7.040.050.

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**Section 7.14.020 Revaccination.**

Every person keeping, harboring, or having a dog in the City, which dog has been vaccinated shall cause such dog to be revaccinated before the expiration of the period of immunity accepted by the California Department of Health for that type of canine rabies vaccine with which the dog was vaccinated.

**Section 7.14.030 Certificate.**

Every person keeping, harboring, or maintaining in the City any dog required by the provisions of this chapter to be vaccinated shall at all times, while such dog is kept, harbored or maintained, have in his or her possession a certificate issued by a duly licensed veterinary surgeon, which certificate shall specify that such dog has been vaccinated in accordance with the provisions of this chapter. Said certificate shall include the name, address and telephone number of the dog's owner; the name of the dog; a description of the dog, including breed, color, distinctive markings, and sex; date of immunization; the type of rabies vaccine administered; the name of the manufacturer; and the lot number of the vaccine used. Such certificates shall bear the signature of the veterinarian administering the vaccine or a signature authorized by him or her, and in addition such certificate shall be stamped, printed or typed with his name, address and telephone number for legibility.

**Section 7.14.040 Restraining of animal bitten by other animal with rabies.**

Whenever any dog or other animal has been bitten by an animal infected with or reasonably suspected of being infected with rabies, the owner of the animal so bitten shall immediately restrain or confine such animal in such a way as to make it impossible for such animal to bite any other animal or person and to forthwith notify the Animal Control Officer. The City health officer or Animal Control Officer shall have the power to quarantine any animal so bitten or suspected of having been bitten by a rabid animal for such period of time as he may determine not to exceed six months.

**Section 7.14.050 Quarantine of biting animals--Examination.**

Whenever any dog or other animal has bitten, scratched, or otherwise exposed any person or animal to the possible infection of rabies, the owner shall, upon order of the City health officer, any peace officer, or Animal Control Officer, quarantine such animal and keep it securely confined for a period of not to exceed fifteen days, during which period of time it shall be the duty of the City health officer or Animal Control Officer to make an examination of such animal.

**Section 7.14.060 Report of suspected rabid animals.**

Whenever the owner of an animal observes or learns that such animal shows symptoms of rabies or acts in a manner which reasonably indicates that it may be infected with rabies, such owner shall forthwith isolate and restrain such animal and shall immediately notify the Animal Control Officer thereof.

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**Section 7.14.070 Destruction of rabid animals.**

If it appears to the Animal Control Director or his or her representative upon examination or otherwise of a dog or other animal that such animal has rabies, he or she may forthwith humanely euthanize such dog or other animal in accordance with the policies and procedures established by the City contracted animal shelter.

**Section 7.14.080 Duties of Animal Control Officer as to animals held by him having or suspected of having rabies.**

Upon the receipt by the Animal Control Director of any dog or other animal, if the Animal Control Director would have reason to believe that the same is afflicted with rabies or hydrophobia or has been bitten by any animal afflicted with or suspected of being afflicted with rabies or hydrophobia, the Animal Control Director shall separately confine and keep so confined such animal. If upon an examination, the Animal Control Director determines that such dog or other animal is afflicted with rabies, he shall humanely euthanize such animal at such time. It shall be the duty of the Animal Control Director to keep every such animal suspected of having rabies or hydrophobia so confined for such time as he deems necessary and such animal shall not be redeemed or released except upon an order in writing signed by the Animal Control Director. Nothing in this title shall be construed as permitting the redemption of any dog having or suspected of having been infected with rabies or hydrophobia.

**Section 7.14.090 Importation of unvaccinated dogs.**

No person shall bring an unvaccinated dog into the City from another city or town or other place in or outside of the County in which rabies exists or has existed within six months previously, nor shall any person take an unvaccinated dog or permit or encourage an unvaccinated dog to go from the City, at a time when rabies exists therein or has existed therein within six months previously, to any other city or town or other place in or outside of the County in which rabies does not exist or has not been known to be present within six months.

**Section 7.14.100 Rabies vaccination reporting.**

A. Any veterinarian who administers a rabies vaccination or supervises the administering of a rabies vaccination shall provide to the City of Colton Police Chief, or his or her designee, the following information:

1. The full name and residence address of the owner of all of vaccinated dogs;
2. The name, age, sex, species, breed and color of all dogs that have been vaccinated;
3. The date the vaccination was administered;
4. The type of vaccination used and the vaccine's expiration date;
5. The name of the veterinary clinic and veterinary license number of the veterinarian administering or supervising the vaccination;
6. Alternatively, a photocopy or other facsimile of the certificate required by Section 7.14.030 may be provided to the City.

B. Any such information requested in Section A shall be sent to the City of Colton Police Chief at 650 N La Cadena Drive, Colton, California, 92324, or his/her designee, within thirty (30)

1 days of the administering of the rabies vaccination. The information requested may be transmitted  
2 in the form of a paper copy or in an electronic format approved by the City of Colton.

3 C. The information provided to the City of Colton in Section A shall be considered  
4 confidential and shall not be used, released or distributed for any purpose except to ensure  
5 compliance with existing federal, state, county, or city laws or regulations, as set forth in  
6 California Health and Safety Code Section 121690.

7 D. Any veterinarian or person under this Chapter who fails to provide the information  
8 requested may be subject to all lawful legal remedies to enforce this Chapter, including but not  
9 limited to those set forth in Chapter 1.17 of this Code.

## 10 **Chapter 7.16 - COYOTE CONTROL**

### 11 **Sections:**

12 **7.16.010 Feeding of coyotes.**

13 **7.16.020 Control.**

#### 14 **Section 7.16.010 Feeding of coyotes.**

15 A. Except as provided herein, no person shall feed or in any manner provide food for any  
16 coyote which is not under the ownership or legal possession of such person.

17 B. A person may feed and provide food for a coyote which is trapped, unweaned or  
18 injured during that period of time after said person notifies the Police Department or Animal  
19 Control Department until said animal is picked up by the City or its designated agent or  
20 contractor for animal control.

#### 21 **Section 7.16.020 Control.**

22 The City, its agents and its contractor for the provision of animal control are hereby  
23 authorized to use all legal means to control coyotes and to reduce their number in the City.

## 24 **Chapter 7.18 – COMMUNITY CAT INITIATIVE**

### 25 **Sections:**

26 **7.18.010 Purpose.**

27 **7.18020 Authority; Trap-Neuter Return program.**

#### 28 **7.18.010 Purpose.**

The City recognizes the need for innovation in addressing the issues presented by  
community cats. To that end, it recognizes that Trap-Neuter-Return is an effective and humane  
method to manage, and over time, reduce the population of community cats.

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**7.18.020 Authority; Trap-Neuter Return program.**

A. Trap-Neuter-Return shall be permitted, and Community Cat Caregivers, organizations, City staff, Animal Control Officers, and hereby permitted to carry out Trap-Neuter-Return. Community Cat Caregivers shall be responsible for the costs(if any) associated with the Trap-Neuter-Return that they choose or cause to be performed.

B. An ear tipped cat received by local shelters will return to the location where trapped after neutering unless further veterinary care is required or a home is found for the cat.

C. Community Cat Caregivers may reclaim impounded Community Cats if ear tipped or for Trap-Neuter-return without proof of ownership.”

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

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

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

\_\_\_\_\_  
Richard A. DeLaRosa, Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Best Best & Krieger LLP  
City Attorney



- 1           7.02.050       Disposition of money--Payment of expenses.
- 2           7.02.060.       Prohibition on retail sale of dogs and cats.

3       **Section 7.02.010. Definitions.**

4       For the purpose of this title, the following words and phrases shall have the meanings given  
5       herein, unless a more specific definition is provided in a chapter:

6       “Abused ~~dog~~animal” shall mean any ~~dog~~animal which is mistreated, beaten, tormented or  
7       teased, or is deprived of water or food or shelter; or is kept under unsanitary conditions; or is  
8       abandoned; or is trained for fighting other animals;

9       “Administrative hearing authority” or “hearing authority” or “hearing officer” shall have the  
10       same meaning provided in Colton Municipal Code section 18.58.101.

11       ~~“Adequate feed”~~ means the provision at suitable intervals, depending upon the age of the  
12       animal; ~~however,~~ at least once every twenty-four hours; of a quantity of wholesome foodstuff  
13       suitable for the species; physical condition and age, sufficient to maintain an adequate level of  
14       nutrition in the animal, which is served in a clean receptacle, dish or container.

15       ~~“Adequate water”~~ means the access to a constant source of clean, fresh, potable water  
16       suitable for the species; physical condition and age of the animal.

17       ~~“Animal Control Department” or “Department”~~ means the City of Colton Animal  
18       Control Department, or whatever entity performs any of the animal control functions for the  
19       City of Colton, whether internally or pursuant to contract with the City.

20       “Animal Control Director” means the person duly appointed by the City Manager to administer  
21       the Animal Control Department and/or the animal control contract of the City;

22       “Animal Control Officer” means those duly appointed and acting deputies of the Animal  
23       Control Director assigned to provide animal control field services within the corporate limits of  
24       the City and enforce the provisions of this title.

25       “Animal” means any vertebrate creature, domestic or wild. “Animal” specifically ~~include~~  
26       includes, but ~~are~~is not limited to the following categories of animals:

27       ~~(A) Bird: Any of the class Aves of warm-blooded vertebrates distinguished by having~~  
28       ~~the body more or less completely covered with feathers and the forelimbs modified as wings.~~

29       (B) Dog: Any Canis familiaris, over four months of age.

30       (C) Puppy: Any Canis familiaris, under four months of age.

31       (D) Cat: Any Felis catus, over four months of age.

32       (E) Kitten: Any Felis catus, under four months of age.

33       (F) Livestock: Horses, ponies, stallions, colts, geldings, mares, sheep, rams, lambs,  
34       bulls, bullocks, steers, heifers, cows, calves, mules, jacks, jennets, burros, goats, kids, swine,  
35       and confined and domesticated hares and rabbits.

36       ~~(G) Poultry: All domesticated fowl and all game birds which are held in captivity.~~

1 (HF) Wild/exotic animals: Animals normally found in the wild state which are being  
2 kept for exhibition purposes or as private pets.

3 “Animal hoarding” means a situation where an individual is housing more animals than he or  
4 she can adequately care for. It is a complex issue that encompasses mental health, animal  
5 welfare and public safety concerns. Animal hoarding is further defined by an inability to  
6 provide even minimal standards of nutrition, sanitation, shelter and veterinary care often  
7 resulting in animal starvation, illness and/or death.

8 “Barking dog” means a dog that barks, bays, cries, howls, or makes any noise audible beyond  
9 the boundaries of the property on which the dog is situated for an extended period of time to  
10 the disturbance of any person at any time of day or night, regardless of whether the dog is  
11 physically situated in or upon private property. Such extended period of time shall consist of  
12 incessant barking, baying, crying, howling, or making of any noise for 30 minutes or more in  
13 any 24-hour period, or intermittent barking, baying, crying, howling, or making any noise for  
14 60 minutes or more during a 24-hour period. A dog shall not be deemed a "barking dog" for  
15 purposes of this title, if at anytime the dog is barking, a person is trespassing or threatening to  
16 trespass upon private property in or upon which the dog is situated, or when the dog is being  
17 teased or provoked.

18 “Bite” means a puncture or tear of the skin inflicted by teeth of an animal.

19 “Breeder” means any person who, for pay or other compensation, causes the breeding of a  
20 male or female dog or cat or makes a dog or cat available for breeding purposes, or any person  
21 who sells or offers for sale any dog or cat. All breeders must obtain a City business license<sup>2</sup>.  
22 For purposes of this definition a hobby breeder who causes the breeding of male or females  
23 cats and/or dogs without pay or other compensation shall not be considered a breeder and does  
24 not require a license.

25 “Cat” means any male or female cat (felis catus). An adult cat is any cat older than four  
26 months of age.

27 “City” means the City of Colton.

28 “City animal shelter” or “City contracted animal shelter” means the County of Riverside  
animal shelter and/or the contracted animal shelter providing services to the City of Colton.  
The term “City pound” as may be used in this title or this code shall mean the "City  
contracted animal shelter.”

“Community cat” means a feral or free-roaming cat that is without visibly-discernible  
identification of any kind and has been sterilized, vaccinated, and ear-tipped. Community cats  
are exempt from licensing, feeding bans, and registration requirements. A community cat is  
not to be classified as a public nuisance animal merely for being repeatedly found at large.

“Community cat caregiver” means a person who in accordance with trap-neuter-return program  
(TNR), provides care, including food, shelter or medical care to a community cat. A  
community cat caregiver shall not be considered the owner, harbinger, controller or keeper of a  
community cat.

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“Confined” means a condition whereby an animal is restricted to the property of the owner by an enclosure or enclosed lot, secure enough so that the animal cannot bite, harm, or injure anyone by the animal overreaching the top of the fence or other enclosure.

“County” means San Bernardino County.

“Department” means and include the administrative apparatus and those individuals that report to the Animal Control Director;

“Dog” means any male or female dog (canis familiaris). An adult dog is any dog older than four months of age.

“Ear tipped” and “tipped ear” refer to the process by which the tip of a cat's ear is cut to indicate that the cat has been sterilized and vaccinated against rabies.

“Enclosed lot” means a parcel of land or portion thereof around the perimeter of which is a fence or wall adequate to contain any animal kept therein.

“Enclosure” means a fence or structure suitable to prevent the entry of young children, which is suitable to confine a vicious dog in conjunction with other measures which may be taken by the owner or keeper of the dog. The enclosure shall be designed in order to prevent the animal from escaping. The animal shall be housed pursuant to section 597(t) of the Penal Code.

“Feral cat” means a cat that:

- (A) Has no apparent owner or identification; and
- (B) Appears to be unsocialized, unmanageable or demonstrates characteristics normally associated with wild or undomesticated animals.

“Feral cat colony” or “colony” means a group of cats that congregates, more or less, together as a unit, whether or not every cat in the colony is a feral cat.

“Feral cat colony caretaker” or “colony caretaker” means any person who provides food, water, shelter and medical care to and traps, sterilizes, and vaccinates a feral cat or cats and who is approved by a sponsor to care for a feral cat colony.

“Nuisance” means, with respect to a stray animal or feral cat, behavior that:

- (A) Disturbs the peace through habitual or continual howling or fighting; or
- (B) Consists of habitual and significant destruction, desecration or soiling of property against the wishes of the owner of the property.

“Official police dog” means any canine trained for law enforcement purposes and used by the Police Department for such purpose, and so designated by the Police Chief by the issuance of distinguishing tags;

1 “Official police horse” means any equine used by a police officer for law enforcement  
2 purposes;

3 “Owner” means any person, firm or corporation having title to any animal, or a person who  
4 has, harbors, or keeps, or who causes or permits to be harbored or kept, an animal in his or  
5 her care, or who permits an animal to remain on or about his or her premises for a period of  
6 seven consecutive days;

7 “Pet shop for animal rescue” or “animal rescue shop” means an establishment that offers  
8 dogs and/or cats for a nonprofit adoption fee, and such dogs and/or cats are made available to  
9 the establishment by nonprofit humane societies, animal shelters, bona fide animal rescue  
10 organizations.

11 “Quarantine” means the strict isolation of an animal in an approved location under proper care  
12 and observation as approved by the Animal ~~services~~Control Officer. Animal quarantines must  
13 prevent contact by the quarantined animal with any person or animal that has not already been  
14 in contact with said animal, or any person who is responsible for the care of such animal while  
15 under quarantine either in an approved quarantine location or an enclosure at the owner’s  
16 home. The person charged with overseeing the animal's quarantine must provide for its daily  
17 care, maintenance and protection from inclement weather as deemed appropriate for the animal  
18 quarantined.

19 “Stray animal” means any animal at large.

20 “Substantial injury” means a substantial impairment of the physical condition of a person or  
21 animal which requires professional medical treatment, including, but not limited to, loss of  
22 consciousness; concussion; bone fracture; protracted loss or impairment of function of any  
23 bodily member or organ; muscle tears, disfiguring lacerations, punctures, or a wound requiring  
24 multiple sutures; or any injury requiring corrective or cosmetic surgery.

25 “TNR program” means a “trap, neuter and return” program in which feral and stray cats  
26 are humanely trapped, sterilized, vaccinated against rabies, ear tipped, and then returned to the  
27 location that is their “territory.”

28 **Section 7.02.020. Enforcement of title--Powers of Animal Control Director and Animal  
Control Officers.**

The Animal Control Director and the Animal Control Officers shall be primarily responsible  
for the enforcement of the provisions of this title. The Animal Control Director and the  
Animal Control Officers shall have and are vested with the authority to issue a notice to  
appear as prescribed by chapter 5C (commencing with Section 853.6) of Title 3 of Part 2 of  
the California Penal Code in the manner provided by Section 836.5 of the California Penal  
Code to any person who violates the provisions of this title.

**Section 7.02.030. Interference with officers.**

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It is unlawful for any person to interfere with or oppose or resist the Chief of Police or any of the officers of the Colton Police Department, the Animal Control Director or any of the deputies of the Animal Control Director while said officers are engaged in the performance of the duties pertaining to the enforcement of this title. All of the aforementioned officers, deputies or employees are empowered to enforce all of the provisions of this title.

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**Section 7.02.040. Right of entry of certain officials.**

The Animal Control Director~~and~~, any Animal Control Officer, and any Police Officer of the City;  
are empowered to enter upon any private property for the purpose of ascertaining whether any dog kept or harbored therein is afflicted with rabies or hydrophobia or whether or not a license tag has been secured for such dog; provided, however, that no such animal control director, animal control officer, or police officer shall have the right to enter an inhabited dwelling or a locked yard without first having obtained a warrant therefor.

**Section 7.02.050. Disposition of money--Payment of expenses.**

All money collected for licenses, tags or other fees shall be paid into the City treasury for the general fund. All expenses incurred in carrying out or enforcing the provisions of this title shall be paid out of the general fund.

**Section 7.02.060. Prohibition on retail sale of dogs and cats.**

A. No commercial establishment shall display, sell, deliver, offer for sale, barter, auction, give away, or otherwise transfer or dispose of dogs or cats in the City on or after the effective date of the ordinance codified in this section.

B. A pet shop that displayed, sold, delivered, offered for sale, offered for adoption, bartered, auctioned, gave away, or otherwise transferred or disposed of dogs or cats in the City as of the effective date of this section, and whose operations complied with all applicable provisions of the this Code, may continue to display, offer for sale, offer for adoption, barter, auction, give away, or otherwise transfer or dispose of dogs and cats until the one-year anniversary of the effective date of the ordinance codified in this section.

C. This section shall not apply to:

- 1. A commercial animal rescue shop that offers dogs or cats for an adoption fee;
- 2. A publicly operated animal control facility or animal shelter;
- 3. A private, charitable, nonprofit humane society or animal rescue organization; or
- 4. A publicly operated animal control agency, nonprofit humane society, or nonprofit animal rescue organization that operates out of or in connection with a pet shop.

D. Nothing in this section shall prevent a pet shop or its owner, operator or employees from providing space and appropriate care for animals owned by a publicly operated animal control agency, nonprofit humane society, or nonprofit animal rescue agency and maintained at the pet shop for the purpose of adopting those animals to the public.

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2 **Chapter 7.04 – DOG LICENSING REQUIREMENTS.**

3 **Sections:**

- 4 **7.04.010. Dog License and Fee.**  
5 **7.04.020 Dog License; Application Contents.**  
6 **7.04.030 Dog License Exemptions.**  
7 **7.04.040 Rabies vaccination required for license issuance.**  
8 **7.04.050 License Application; Tag issuance; Duplicate license fee.**  
9 **7.04.060. Dogs License Fee Waiver.**  
10 **7.04.070. Unlicensed Dogs; Impoundment and Disposal.**  
11 **7.04.080. Dogs; Control; Owner's duty.**  
12 **7.04.090. Dogs; Running at large; Impoundment and Disposal.**  
13 **7.04.100. Dogs claimed by owner; Fee paid to City.**  
14 **7.04.110. Harming police dogs; Unlawful.**  
15 **7.04.120. Harming police dogs; Penalty.**  
16 **7.04.130 Number of dogs and cats allowed in dwelling units.**

17 **7.04.010. Dog License and Fee.** Every person, firm or corporation owning or  
18 harboring a dog within the City for a period longer than thirty days shall pay to the City a  
19 license fee in an amount to be determined by resolution of the City Council. No license to own  
20 or harbor a dog as provided in this chapter shall be issued except on application in writing to  
21 the Finance Director of the City as provided in Section 7.04.020.

22 **7.04.020. Dog License; Application Contents.**

23 No license to own or harbor a dog or similar type animal shall be issued except upon  
24 application in writing to the City, setting forth the name and address of the owner or possessor  
25 of the dog, or similar type animal and a brief description of the dog, together with a certificate  
26 of vaccination from a licensed veterinarian, showing that the dog has been vaccinated with  
27 canine rabies vaccine within a period of twelve months preceding date of application for  
28 license or that such a vaccination might be fatal to the animal due to its physical condition.

**7.04.030. Dog License Exemptions.**

The license provisions of Sections 7.04.010 through 7.04.130 shall not be deemed to  
apply to dogs under the age of four months and which are kept within an enclosure and not  
permitted to run at large and to any dogs that are recovering as rescue dogs or being fostered.

**7.04.040. Rabies vaccination required for license issuance.**

In order to protect the public health and safety all dogs, cats, or similar type animals  
within the City must be vaccinated with canine or feline rabies vaccine, as appropriate for the  
species of the animal being vaccinated. It is unlawful for any person to own, have an interest  
in, harbor and feed, or have the care, charge, custody or possession of a dog or cat over the  
age of four months unless such dog or cat has been vaccinated with the appropriate rabies  
vaccine by injection or other approved method by a duly qualified and licensed veterinarian, or

1 unless such ~~a~~-veterinarian has issued a written certificate that such a vaccination might be fatal  
2 to the animal due to its physical condition, and such certificate has been filed with the City,  
and, for dogs, a license issued by the City for the animal.

3 **7.04.050. License Application; Tag issuance; Duplicate license fee.**

4 The Finance Director upon receipt of such application and the license fee as set out in  
5 Section 7.04.020 shall issue and deliver to such owner or possessor of a license, a receipt  
6 certifying the payment of the license fee and setting forth the name and address of the  
7 applicant and a brief description of the dog, together with the fact that it has been vaccinated  
8 as provided in this chapter and stating the number allotted to such dog, and he shall deliver or  
9 cause to be delivered to the applicant a metallic tag which shall set forth the license number  
allotted to the dog, which tag shall at all times be affixed to the collar, covering, harness or  
other article worn by such dog.

10 The Finance Director shall make a charge in an amount to be determined by resolution  
11 of the City Council for each duplicate license issued to replace any license issued under the  
provisions of Sections 7.04.010 through 7.04.130 which has been lost or destroyed.

12 **7.04.060. Dogs License Fee Waiver.**

13 The Finance Director may, at his or her discretion, waive payment of the required  
14 license fee to an owner, custodian or trainer of a dog, if such dog is, or is in training to be, a  
15 guide dog for the blind, signal dog for the deaf, or service dog to the disabled. The owner,  
16 custodian or trainer of such a dog may be requested to submit proof that the dog has been  
successfully trained as a guide, signal or service dog, or is currently involved in such training.

17 **7.04.070. Unlicensed Stray Dogs; Impoundment and Disposal.**

18 Every stray dog found within the City ~~found~~ for which a license ~~shall~~has not ~~have~~  
19 issued, as provided in this chapter, and which ~~shall~~does not bear a tag or microchip ~~as~~  
20 provided, shall be impounded by the Animal Control Officer after a reasonable attempt to  
ascertain ownership is made. Release of such animal shall be in accordance with the City  
contracted animal shelter policies.

21 **7.04.080. Dogs; Control; Owner's duty.**

22 Every person owning ~~or~~, harboring, or having charge, custody, control or possession of  
23 any dog, cat, or similar type animal shall not permit such animal to run loose or unrestrained  
24 in, along, or upon any public street, sidewalk or place.

25 **7.04.090. Dogs; Running at large; Impoundment and Disposal.**

26 Every dog, cat or similar type animal, regardless of whether or not it has a license,  
27 which is found running at large, loose or unrestrained in, along, or upon any public street,  
28 sidewalk or place, shall be impounded by the Animal Control Officer after a reasonable  
attempt to ascertain ownership is made. Release of such animal shall be in accordance with the  
City contracted animal shelter policies.

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**7.04.100. Dogs claimed by owner; Fee paid to City.**

If any animal picked up by the Animal Control Officer or other public safety personnel, pursuant to this chapter, is claimed by any owner, the owner shall be liable for and shall pay to the City an apprehension fee in an amount determined by resolution of the City Council, together with any additional charges or fees levied by the City for the purpose of defraying expenses incurred by the City related to the apprehension of the animal.

**7.04.110. Harming police dogs; Unlawful.**

It is unlawful for any person to willfully or maliciously torture, tease, torment, beat, kick, strike, mutilate, injure, disable or kill any dog used by the Police Department of the City in the performance of the functions or duties of ~~such~~the Police Department or to unwarrantably interfere with or meddle with any such dog while being used by the Police Department or any Officer or member thereof in the performance of any of the functions or duties of the Police Department or of such Officer or member.

**7.04.120. Harming police dogs; Penalty.**

Any person violating any of the provisions of Section 7.04.110 is guilty of a misdemeanor and upon conviction thereof shall be fined in an amount not exceeding five hundred dollars (\$500) or imprisoned in the City or County Jail for a period not exceeding three months or by being both so fined and imprisoned.

**7.04.130. Number of dogs and cats allowed in dwelling units.**

A. The number of dogs and cats that may be kept in any one dwelling unit or on any parcel of land used as a single family dwelling unit is limited as follows:

1. It is unlawful to keep more than ten (10) dogs, or more than ten (10) cats, or a combination of dogs and cats that total more than ten (10).

~~2. Dogs or cats less than six Months of age Shall not be counted in determining the number kept in a Dwelling Unit.~~

B. This section shall not apply to premises where the Planning Commission has issued a conditional use permit pursuant to Colton Municipal Code Title 18 (Zoning) and by such conditional use permit the premises are authorized for use as and for animal boarding, animal grooming, animal health care, or animal keeping (heavy or light).

C. Notwithstanding the penalty provisions in this code available to enforce this section, only administrative fines may be issued for violations of this section. Upon determining that a violation of this section exists, a person shall be given a minimum of thirty (30) days to comply with this section before accruing penalties.

1 Chapter 7.06. VICIOUS AND POTENTIALLY DANGEROUS DOG  
2 DETERMINATIONS

3 Sections:

- 4 7.06.010. Definitions.  
5 7.06.020. Nonapplication of chapter.  
6 7.06.030. Seizure and impoundment pending hearing.  
7 7.06.040. Hearing on declaration of dog as potentially dangerous or vicious.  
8 7.06.050. Failure of owner or keeper to appear; Decision.  
9 7.06.060. Determination and Orders; Notice; Compliance; Appeal.  
10 7.06.070. Finality of determination.  
11 7.06.080. Licensing and vaccination; Designation maintained in registration  
12 records; Additional Fee.  
13 7.06.090. Keeping and controlling vicious and potentially dangerous dogs.  
14 7.06.100. Death, sale, transfer or permanent removal; Notice.  
15 7.06.110. Removal from list of potentially dangerous dogs.  
16 7.06.120. Destruction and Nondestruction, Conditions; Enclosures.  
17 7.06.130. Prohibition of owning, possessing, controlling or having custody.  
18 7.06.140. Penalty and fines.

19 7.06.010. Definitions. For the purpose of this chapter, the following words and  
20 phrases shall have the meanings given herein:

21 "Animal Control Department" or "Department" shall have the same meaning as the definition  
22 contained in section 7.02.010 of this title.

23 "Chief of Police" means the Chief of the Colton Police Department, or designee.

24 "Enclosure" shall have the same meaning as the definition contained in section 7.02.010 of this  
25 title.

26 "Hearing Authority" means the Code Enforcement Housing Advisory Appeals Board, or such  
27 other person or entity designated by the City Manager of the City to administer hearings  
28 pursuant to this chapter.

"Impounded" means taken into the custody of the animal shelter or Animal Control  
Department.

"Potentially Dangerous Dog" means any of the following:

1. Any dog that, when unprovoked, on two separate occasions within the prior  
~~thirty-six~~twelve (12) month period, engages in any behavior that requires a defensive action by  
any person to prevent bodily injury when the person and the dog are off the property of the  
owner or keeper of the dog;

2. Any dog that, when unprovoked, bites a person causing less than severe injury;

1           3. Any dog that, when unprovoked, on two separate occasions within the prior  
2 thirty-six (36) month period, has seriously bitten, inflicted injury or otherwise caused injury  
3 attacking a domestic animal off the Property of the owner or keeper of the dog;

4           4. Any dog that in a threatening or annoying manner barks, snarls or menaces a  
5 person or persons within the City.

6 "Severe Injury" means any physical injury that results in muscle tears or disfiguring lacerations  
7 or requires multiple sutures or corrective or cosmetic surgery.

8 "Vicious animal" or "dangerous animal" means an animal which

9 1. Has attacked or behaved in such a manner that the owner thereof knows or should  
10 reasonably know that the animal has tendencies to attack or bite human beings; or

11 2. Has twice within a ~~thirty-six~~twelve (12) month period bitten, attacked, or shown the  
12 disposition, tendency, or propensity to attack, bite, or otherwise cause injury or attempt to  
13 cause injury to a person engaged in lawful activity; or

14 3. Has once attacked or bitten a person engaged in lawful activity, causing death or  
15 substantial injury; or

16 4. Has been determined by a doctor of veterinary medicine, after observation thereof, as  
17 posing a danger to humans or domestic animals if not enclosed or muzzled; or

18 5. Has attacked or behaved in such a manner that the owner thereof knows or should  
19 reasonably know that the animal has tendencies to attack domestic animals without  
20 provocation; or

21 6. Has been trained for fighting or as an attack animal, except such animals which are  
22 employed by a government agency, including the Police Department of the City or County; or

23 7. Has been classified as dangerous, potentially dangerous or vicious by any other local,  
24 county, or state animal control agency; or

25 8. When unprovoked, has, on two separate occasions within the prior thirty-six (36) month  
26 period, engaged in any behavior that required a defensive action by any person to prevent  
27 bodily injury to himself or herself or another person, during which the person ~~having been~~who  
28 was attacked and the attacking animal ~~was~~were off the property of the owner or keeper of the  
animal; or

9. Has been outfitted with a training device for fighting or attack, such as a weighted  
collar around the neck of the animal, or found to be allowed to hang suspended from an object  
by biting into and holding onto the object with its jaws, shall be presumed to be an animal  
trained as a fighting or attack animal; or

10. Is a member of a species, breed, or kind (excluding dogs and cats), which in its wild or  
untamed condition is capable of and, if aroused, is likely to cause death or serious injury to a  
human being or which would cause serious fear or alarm to the average person if seen  
wandering at large in an inhabited community; or

11. ~~That~~ Meets the definition of "vicious animal" or "dangerous animal" contained in  
California Food and Agriculture Code section 31626.

"Vicious animal" shall not include animals owned and used by a government entity, including,  
but not limited to, public entities' police dogs, guard dogs or sentry dogs.

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**7.06.020. Nonapplication of chapter.**

- A. This chapter shall not apply to:
  - 1. Licensed kennels, humane society shelters, animal control facilities or veterinarians; or
  - 2. Dogs while utilized by any police department or any law enforcement officer in the performance of police work.
- B. In addition, no dog may be declared potentially dangerous or vicious if:
  - 1. Any injury or damage is sustained by a person who, at the time the injury or damage was sustained, was committing a willful trespass with the intent to commit a crime or other tort (other than a mere trespass) upon premises occupied by the owner or keeper of the dog, or was teasing, tormenting, abusing or assaulting the dog or was committing or attempting to commit a crime; or
  - 2. The dog was protecting or defending a person within the immediate vicinity of the dog from an unjustified attack or assault; or
  - 3. An injury or damage was sustained by a domestic animal which, at the time the injury or damage was sustained, was teasing, tormenting, abusing or assaulting the dog; or
  - 4. The injury or damage to a domestic animal was sustained while the dog was working as a hunting dog, herding dog or predator control dog on the property of, or under the control of, its owner or keeper, and the damage or injury was to a species or type of domestic animal appropriate to the work of the dog.

**7.06.030. Seizure and impoundment pending hearing.**

- A. If upon investigation it is determined by the Animal Control Officer or law enforcement officer that probable cause exists to believe the dog in question poses an immediate threat to public safety, then the Animal Control Officer or law enforcement officer may seize and impound the dog pending the hearings to be held pursuant to this chapter. In such event, the Animal Control Department or Chief of Police shall, not later than ten working days following the seizure and impoundment, petition the Hearing Authority for a determination of the dog as potentially dangerous or vicious at the next available regularly scheduled meeting of the Hearing Authority. The owner or keeper of the dog shall be liable to the Animal Control Department where the dog is impounded for the costs and expenses of keeping the dog, if the dog is later adjudicated potentially dangerous or vicious.
- B. When a dog has been impounded pursuant to subsection (A) of this section and it is not contrary to public safety, the Animal Control Department shall permit the animal to be confined at the owner or keeper's expense in a Department approved kennel or veterinary facility.

**7.06.040. Hearing on declaration of dog as potentially dangerous or vicious.**

If an Animal Control Officer or ~~a~~ law enforcement officer has investigated and determined that there exists probable cause to believe that a dog is potentially dangerous or vicious, an Animal Control Officer of the Animal Control Department or the Chief of Police may petition the Hearing Authority for the purpose of determining whether or not the dog in question should be declared potentially dangerous or vicious. Whenever possible, any

1 complaint received from a member of the public, which serves as the evidentiary basis for the  
2 Animal Control Officer or law enforcement officer to find probable cause, shall be sworn to  
3 and verified by the complainant and shall be attached to the petition. The Animal Control  
4 Department or the Chief of Police shall notify the owner or keeper of the dog that a hearing  
5 will be held by the Hearing Authority, at which time he or she may present evidence as to why  
6 the dog should not be declared potentially dangerous or vicious. The owner or keeper of the  
7 dog shall be served with notice of the hearing and a copy of the petition, either personally or  
8 by first-class mail with return receipt requested. The hearing shall be held no fewer than five  
9 working days after service of notice upon the owner or keeper of the dog.

10 For purposes of this section, service shall be deemed complete upon personal service  
11 on the owner or keeper or, if service is effectuated by mail, the service shall be deemed  
12 complete five days after deposit in the mail if the owner or keeper's address is within the State  
13 of California, ten days if the owner or keeper's address is outside the State of California but  
14 within the United States, and twenty days if the owner or keeper's address is outside the  
15 United States. The hearing shall be open to the public. The Hearing Authority may admit into  
16 evidence all relevant evidence, including incident reports and the affidavits of witnesses, limit  
17 the scope of discovery, subpoena witnesses and documents and shorten the time to produce  
18 records or witnesses. The Hearing Authority may find, upon a preponderance of the evidence,  
19 that the dog is potentially dangerous or vicious and make other orders authorized by this  
20 chapter.

21 **7.06.050. Failure of owner or keeper to appear; Decision.**

22 The Hearing Authority of original jurisdiction may decide all issues for or against the  
23 owner or keeper of the dog even if the owner or keeper fails to appear at the hearing.

24 **7.06.060. Determination and Orders; Notice; Compliance; Appeal.**

25 A. After the hearing conducted pursuant to Section 7.06.040 of this chapter, the  
26 owner or keeper of the dog shall be notified in writing of the determination and Orders issued,  
27 either personally or by first-class mail postage prepaid by Hearing Authority. If a determination  
28 is made that the dog is potentially dangerous or vicious, the owner or keeper shall comply with  
Sections 7.06.080 to 7.06.130 of this chapter, and any other reasonable requirements designed  
to protect the health, safety and welfare of the public or other animals, ordered by the Hearing  
Authority in accordance with a time schedule established by the Animal Control Department or  
the Chief of Police, but in no case more than thirty days after the date of the determination or  
thirty-five days if Notice of the determination is mailed to the owner or keeper of the dog. If  
the petitioner or the owner or keeper of the dog contests the determination, he or she may,  
within five days of the receipt of the Notice of determination, appeal the decision of the  
Hearing Authority to the Superior Court of the County. The contesting petitioner or the owner  
or keeper of the dog shall serve personally or by first-class mail, postage prepaid, Notice of the  
Appeal upon the other Party.

B. The Court hearing the Appeal shall conduct a hearing de novo, without a jury,  
and make its own determination as to potential danger and viciousness and make other orders  
authorized by this chapter, based upon the evidence presented. The hearing shall be conducted  
in the same manner and within the time periods set forth in Section 7.06.040 of this chapter

1 and subsection (A) of this section. The Court may admit all relevant evidence, including  
2 incident reports and the affidavits of witnesses, limit the scope of discovery, subpoena  
3 witnesses and documents and may shorten the time to produce records or witnesses. The issue  
4 shall be decided upon the preponderance of the evidence. If the Court rules the dog to be  
5 potentially dangerous or vicious, the Court may establish a time schedule to ensure compliance  
6 with this chapter, but in no case more than thirty days subsequent to the date of the Court's  
7 determination or thirty-five days if the service of the judgment is by first-class mail.

8 **7.06.070. Finality of determination.**

9 The determination of the Hearing Authority or, if contested pursuant to this chapter,  
10 shall be final and conclusive upon all parties.

11 **7.06.080. Licensing and vaccination; Designation maintained in registration  
12 records; Additional Fee.**

13 All Vicious Dogs and Potentially Dangerous Dogs shall be properly licensed and  
14 vaccinated. The licensing authority shall include the Vicious Dog Designation and potentially  
15 dangerous designation in the registration records of the dog, either after the owner or keeper of  
16 the dog has agreed to the designation or the Court or Hearing Authority has determined the  
17 designation applies to the dog. The Animal Control Department may charge a Vicious Dog Fee  
18 or Potentially Dangerous Dog Fee, to be established and amended by the City Council by  
19 resolution, in addition to the regular licensing fee to provide for the increased costs of  
20 maintaining the records of the dog.

21 **7.06.090. Keeping and controlling vicious and potentially dangerous dogs.**

22 A vicious or Potentially Dangerous Dog, while on the owner or keeper's Property, shall,  
23 at all times, be kept indoors, or in a securely fenced yard from which the dog cannot escape,  
24 and into which children cannot trespass. A vicious or potentially dangerous animal may be off  
25 the owner or keeper's premises only if it is restrained by a substantial leash, of appropriate  
26 length, and if it is under the control of a responsible adult.

27 **7.06.100. Death, sale, transfer or permanent removal; Notice.**

28 If the dog in question dies, or is sold, transferred or permanently removed from the  
City, the owner or keeper of a vicious or Potentially Dangerous Dog shall notify the Animal  
Control Department of the changed condition and new location of the dog in writing within  
two working days.

**7.06.110. Removal from list of potentially dangerous dogs.**

If there are no additional instances of the behavior described in Section 7.06.010 of this  
chapter within a thirty-six month period from the date of designation as a Potentially  
Dangerous Dog, the dog shall be removed from the list of Potentially Dangerous Dogs. The  
dog may, but is not required to be, removed from the list of Potentially Dangerous Dogs prior  
to the expiration of the thirty-six month period if the owner or keeper of the dog demonstrates

1 to the Animal Control Department that changes in circumstances or measures taken by the  
2 owner or keeper, such as training of the dog, have mitigated the risk to the public safety.

3 **7.06.120. Destruction and Nondestruction, Conditions; Enclosures.**

4 A. At the conclusion of any appeals, a dog determined to be a vicious dog may be  
5 ~~destroyed~~humanely euthanized by the Animal Control Department when it is found, after  
6 proceedings conducted under Section 7.06.040 of this chapter, that the release of the dog  
7 would create a significant threat to the public health, safety and welfare.

8 B. If it is determined that a dog ~~found to be~~ not vicious, it shall not be  
9 ~~destroyed~~euthanized. The Hearing Authority or, if appealed, the Court, ~~Shall~~may impose  
10 conditions upon the ownership and keeping of the dog that protect the public health, safety and  
11 welfare.

12 C. Any enclosure that is required pursuant to subsection (B) shall meet the  
13 requirements of Section 7.06.010 of this chapter.

14 **7.06.130. Prohibition of owning, possessing, controlling or having custody.**

15 The owner or keeper of a dog determined to be a Vicious Dog may be prohibited by  
16 the Hearing Authority, or if contested, the Court, from owning, possessing, controlling or  
17 having custody of any dog for a period of up to three years, when it is found, after  
18 proceedings conducted under Section 7.06.040 of this chapter, that ownership or possession of  
19 a dog by that person would create a significant threat to the public health, safety and welfare.

20 **7.06.140. Penalty and fines.**

21 The failure of an owner or keeper to comply with an Order issued by the Hearing  
22 Authority shall be and is hereby declared a Public Nuisance. Such Public Nuisance may be  
23 punished as a misdemeanor with a fine not to exceed one thousand dollars, remedied by way  
24 of a civil action prosecuted by the City Attorney, or abated by the Animal Control Department.  
25 All fines paid pursuant to this section shall be paid to the City for the purpose of defraying the  
26 cost of the implementation of this chapter. Nothing contained in this chapter shall be construed  
27 as limiting the authority of the City to pursue any other remedy or remedies provided at law or  
28 in equity relating to vicious or Potentially Dangerous Dogs, including, without limitation, a  
criminal action pursuant to Chapter 8.02 of this Code, the issuance of Administrative Citations  
pursuant to Chapter 8.02 of this Code, or a civil action.

**Chapter 7.08. PROPER CARE OF ANIMALS**

**Sections:**

- 7.08.010. General standards of care.**
- 7.08.020. Tethering standards.**
- 7.08.030. Animals trespassing on private property.**
- 7.08.040. Duty to restrain dog on property.**

- 1           **7.08.050.       Leash laws.**
- 2           **7.08.060.       Female dog in season.**
- 3           **7.08.070.       Wild animals and reptiles.**
- 4           **7.08.080.       Prohibited conduct towards official police dogs and horses.**
- 5           **7.08.090.       Interference with official police dog or horse.**
- 6           **7.08.100.       Mandatory spay/neuter for dogs and cats adopted from animal**
- 7           **shelter.**
- 8           **7.08.110.       Disposal of dead animals by owner.**
- 9           **7.08.120.       Disposal of dead animals; Owner unknown.**
- 10          **7.08.130.       Same - Notification of owner.**
- 11          **7.08.140.       Abandonment.**
- 12          **7.08.150.       Animals in unattended vehicle.**
- 13          **7.08.160.       Reserved.**
- 14          **7.08.170.       Animal sales in public places prohibited.**

15           **7.08.010. General standards of care.**

16           These standards are promulgated with the understanding that animals are sentient  
 17           beings - with consciousness, sentience, or in some contexts life itself. Sentient beings are  
 18           composed of the five aggregates - matter, sensation, perception, mental formations and  
 19           consciousness. The City of Colton recognizes that animals are sentient and can experience  
 20           both positive and negative emotions, including pain and distress. As a result, all animals  
 21           deserve to be cared for in ways that are respectful of these sentiments. Every person owning  
 22           or occupying any property or premises where any animal or bird is kept shall keep such  
 23           premises clean and sanitary. Any feces, uneaten food, or other matter that emits an offensive  
 24           odor or encourages the breeding of flies or other insects shall be collected daily and not  
 25           allowed to accumulate. This provision shall not prohibit the owner or occupant of any premises  
 26           from storing such feces, uneaten food, or other matter in a closed container prior to disposal.  
 27           In addition, every person owning and animal shall also comply with the following:

28           (A) An animal's owner shall keep the animal in a clean, sanitary, and healthy  
 condition.

- 29           (B) An animal's owner or handler shall provide for the animal:
- 30               1. Regular and adequate amounts of nutritious food that is appropriate for the  
 species and that maintains the animal in good health;
  - 31               2. A constant and adequate supply of clean, fresh, potable water that keeps the  
 animal hydrated for environmental conditions; and
  - 32               3. Care and medical treatment for injuries, parasites, and diseases that is  
 sufficient to maintain the animal in good health and minimize suffering.

33           (C) An animal's owner shall provide the animal with shelter that:

- 34               1. Is large enough for the animal to enter, stand, turn around, and lie down in a  
 natural manner;
- 35               2. Keeps the animal dry;
- 36               3. Provides the animal with natural or artificial shade from direct sunlight;

- 1 4. Protects the animal from excessive heat and cold and other adverse weather
- 2 conditions; and
- 3 5. Is adequately ventilated.

4 (D) An animal's owner may not confine the animal to the extent that it is forced to

5 stand, sit, or lie in its own excrement.

6 (E) An animal's owner shall regularly maintain the animal and its shelter to prevent

7 odor or a health or sanitation problem.

8 (F) An animal's owner shall provide the animal with exercise space that is large

9 enough to prevent injury and keep the animal in good condition.

10 (G) It is an affirmative defense to prosecution under this section that the animal's

11 treatment was as directed by a licensed veterinarian.

12 **Section 7.08.020. Tethering standards.**

13 It shall be unlawful to tether a dog, except as follows.

14 A dog may be restrained to an overhead running line, pulley, or trolley system under

15 the following conditions:

16 (1) The tether is attached to the dog by means of a suitable, properly-fitted collar or

17 harness not exceeding ~~2~~two inches in width. Choke or prong collars are not permitted. The

18 tether must have a swivel on both ends.

19 (2) The tether provides access to adequate space for the dog to move about freely and

20 cannot become entangled in such a way that would prevent the dog's mobility or cause

21 strangulation.

22 (3) At minimum, the tether should be ~~4~~four times the length of the dog from the tip of

23 the nose to the tip of the tail and the tether must allow the dog to lie down with its head flat

24 on the ground and provides an additional 12 inches of slack.

25 (4) The tether is made of a durable, lightweight material that will not cause

26 unnecessary stress on the dog. The tether shall not weigh more than ~~3%~~three percent of the

27 dog's total body weight. Thick chains and other heavy lines are prohibited.

28 (5) The tether allows the dog to move at least 30 feet. Otherwise, the dog must be

removed from the tether at least twice a day for exercise and/or socialization for a minimum of

60 minutes each day.

(6) The tether does not inhibit the animal's access to shelter shade, food, and water;

and

(7) Intact dogs may not be tethered under any circumstances.

**Section 7.08.030. Animals trespassing on private property.**

Every animal found running at large or trespassing upon any private property within the

City may be captured by the party owning, controlling or having possession of such property,

or by his representative, provided, however, that the only trap used in such capture shall be of

a type of trap approved by the Animal Control Officer. Such person(s) may make reasonable

attempts to ascertain ownership of the animal for up to seven (7) days. Thereafter, the party

having possession of the animal may avail themselves of California Civil Code, section 2080

1 or the animal may be committed to the Animal Control Officer. This section shall not apply  
2 to community cats, as ~~these are~~ defined in this title.

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**Section 7.08.040. Duty to restrain dog on property.**

It shall be the duty of any person owning or having charge, custody or control of any dog to ensure that reasonable care and precautions are taken to prevent the dog leaving, while not ~~in~~ on leash, the real property upon which it is kept and that either (1) it is securely and humanely enclosed within a house, building, fence, pen or other enclosure out of which it cannot climb, dig, jump, or otherwise escape on its own volition, which enclosure is securely locked or fastened at any time the dog is left unattended; or (2) it is securely and humanely restrained by a chain with swivel, cable or trolley or other tether of sufficient strength to prevent escape, provided that the dog while so chained or tethered cannot go beyond the boundaries of the real property upon which it is maintained or upon the public right of way; or (3) it is on leash and under the control of a competent person.

**Section 7.08.050. Leash laws.**

No person owning or having charge, care, custody or control of any dog shall, either intentionally or unintentionally, cause, permit or allow the same to be or run at large upon any street or other public place, or upon any unenclosed lot or place in the City or upon the private property of another without permission of the person owning or in possession of such property unless such dog is restrained by a substantial chain or leash and is in control of a competent person; provided, however, the provisions of this section shall not apply to any official police dog while such animal is on duty.

**Section 7.08.060. Female dog in season.**

It is unlawful for any person to permit any female dog which is owned, harbored, or controlled by him or her, to run at large in the City at any time during the period when the dog is in season or breeding condition.

**Section 7.08.070. Wild animals and reptiles.**

No person shall have, keep or maintain, or have in his or her possession or under his or her control on any residentially-zoned property any lion, tiger, bear, chimpanzee, gorilla, cougar, mountain lion, badger, wolf, coyote, fox, lynx, or any poisonous reptile, or any other dangerous or carnivorous wild animal or reptile; provided, however, such animals may be permitted on such residentially-zoned lots on the condition that a permit is obtained from the Development Services Director or his or her duly authorized representative.

Such permit shall only be granted upon a showing by the applicant that adequate safeguards have been established and will be maintained which will effectively control the dangerous or vicious propensities of such animal or reptile, eliminating any danger to individuals or property, and provided that the keeping or maintaining of such animal or reptile will in no way constitute a nuisance to the occupants of any surrounding property. The denial of the permit shall be in writing and shall specify the grounds for such denial. The applicant shall have ten days from the date the permit was denied in order to appeal such denial to the City Council.

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**Section 7.08.080. Prohibited conduct towards official police dogs and horses.**

A. It is unlawful for any person to willfully and maliciously annoy, tease, taunt, torment, strike, threaten to strike, startle, attempt to startle or throw any object at any official police dog or any official police horse. The conduct prohibited hereby shall include, but not be limited to, the use of any part of the body, including the voice, or the use of any object, including liquids, or a vehicle with the intent to accomplish one or more of the above acts.

B. It is unlawful for any person, other than an authorized employee or agent of the Police Department or a person authorized by the police officer in possession of said animal, to feed or touch, or attempt to touch an official police dog or official police horse or the equipment attached to or housing said animal while on duty.

**Section 7.08.090. Interference with official police dog or horse.**

It is unlawful for any person, other than the police officer in lawful possession of such animal, to give commands or attempt to give commands to any official police dog or official police horse or otherwise interfere with such animal while it is on duty.

**Section 7.08.100. Reserved.**

**Section 7.08.110. Disposal of dead animals by owner.**

The owner of any dead animal shall dispose of the carcass of such animal in a sanitary manner as prescribed by the Animal Control Director or his or her designee within 24 hours after said owner has knowledge of the animal's death. No person shall bury any dead animal in the City unless approved by the Animal Control Director or his or her designee . It shall be the duty of the Animal Control Director or his or her designee to take custody of all dead animals from the owner when requested.

**Section 7.08.120. Disposal of dead animals; Owner unknown.**

The Animal Control Director or his or her designee shall be responsible for the disposal of all dead animals whose ownership cannot be established.

**Section 7.08.130. Same - Notification of owner.**

Whenever deceased animals picked up by the Animal ~~services~~Control Officer carry identification of any kind, the owner shall be notified and a notice posted at the shelter giving such information in an easily visible location.

**Section 7.08.140. Abandonment.**

It is unlawful for any person to knowingly abandon any animal within the City. Any person violating this section shall bear full costs and expenses incurred by said City in the care of said abandoned animal and said person shall reimburse to the City all costs therefor as

1 determined by the Animal Control Officer and may be subject the provisions of California  
2 Penal Code, section 597.

3 **Section 7.08.150. Animals in unattended vehicle.**

4 A. No person shall leave or confine an animal in any unattended motor vehicle  
5 under conditions that endanger the health or well-being of an animal due to heat, cold, lack of  
6 adequate ventilation, or lack food or water, or other circumstances that could reasonably be  
7 expected to cause suffering, disability or death to the animal. Nor shall any person leave or  
confine an animal in any unattended motor vehicle in such a manner as to endanger persons  
lawfully passing by the vehicle.

8 B. The Animal Control Director or his or her designee are authorized to remove  
9 and impound any animal found in violation of subsection A- above if the animal's safety  
10 appears to be in immediate danger from heat, cold, lack of adequate ventilation, lack of food  
11 or water, or other circumstances that could reasonably be expected to cause suffering,  
12 disability, or death to the animal, or that present an immediate threat to public safety. Animals  
13 impounded pursuant to this section shall be taken to the City's animal shelter or, if deemed  
14 necessary, to a licensed veterinarian for examination and/or treatment.

15 C. The Animal Control Director or his or her designee are authorized to take all  
16 steps that are reasonably necessary for the removal of an animal from a motor vehicle,  
17 including, but not limited to, breaking into the motor vehicle, after a reasonable effort to locate  
18 the owner or other person responsible is made. Any person authorized to enforce this section  
19 who removes an animal from a motor vehicle shall, in a secure and conspicuous location on or  
20 within the motor vehicle, leave a written notice bearing his or her name and office, and the  
21 address of the location where the animal can be claimed. The animal may be claimed by the  
22 owner only after payment of all charges that have accrued for the maintenance, care, medical  
23 treatment, or impoundment of the animal.

24 D. Nothing in this section shall preclude prosecution under both this section and  
25 Section 597 of the California Penal Code or any other provision of law, including any  
26 applicable federal, state, or local law, regulation, or ordinance.

27 E. Nothing in this section shall be deemed to prohibit the transportation of horses,  
28 cattle, pigs, sheep, poultry or other agricultural animals in motor vehicles designed to transport  
such animals for agricultural purposes.

**Section 7.08.160. Reserved.**

**Section 7.08.170. Animal sales in public places prohibited.**

It shall be unlawful to offer for sale, exchange, or give away puppies or kittens in  
public places such as in front of stores, at swap meets, or auctions.

1  
2 **Chapter 7.10 - SPAY, NEUTER AND MICROCHIP**

3 **Sections:**

4 **7.10.010 Spay and neuter.**

5 **7.10.020 Penalties for failure to spay or neuter.**

6 **7.10.030 Microchipping of dogs and cats.**

7 ~~**7.10.040— Mandatory spay and neuter of pit bull breeds.**~~

8 **Section 7.10.010 Spay and neuter.**

9 **A.**

10 1. Requirement. No person may own, keep, or harbor an unaltered and unspayed dog or  
11 cat over the age of seven months in violation of this section. An owner or custodian of an  
12 unaltered dog must have the dog spayed or neutered, or provide a certificate of sterility, or  
13 obtain an unaltered dog license in accordance with this chapter. An owner or custodian of an  
14 unaltered cat must have the animal spayed or neutered, or provide a certificate of sterility.

15 2. Exemptions. This section shall not apply to any of the following:

16 a. A dog with a high likelihood of suffering serious bodily harm or death if spayed or  
17 neutered, due to age or infirmity. The owner or custodian must obtain written confirmation of  
18 this fact from a California Licensed Veterinarian. If the dog is able to be safely spayed or  
19 neutered at a later date, that date must be stated in the written confirmation; should this date  
20 be later than thirty (30) days, the owner or custodian must apply for an unaltered dog license.

21 b. A cat with a high likelihood of suffering serious bodily harm or death if spayed or  
22 neutered, due to age or infirmity. The owner or custodian must obtain written confirmation of  
23 this fact from a California Licensed Veterinarian. If the cat is able to be safely spayed or  
24 neutered at a later date, that date must be stated in the written confirmation.

25 c. Animals owned by recognized dog or cat breeders, as defined by City policy.

26 **B. Denial or revocation of unaltered dog license and reapplication.**

27 1. The Animal Control Director or his/her designee may deny or revoke an unaltered  
28 dog license for one or more of the following reasons:

a. The owner, custodian, applicant or licensee is not in compliance with all of the  
requirements of this section;

b. The Department has received at least three complaints, verified by the Department,  
that the owner, custodian, applicant, or licensee has allowed a dog to be stray or run at large  
or has otherwise been found to be neglectful of his or her or other animals;

c. The owner, custodian, applicant, or licensee has been previously cited for violating a  
State law, city code or other municipal provision relating to the care and control of animals;

1 d. The unaltered dog has been adjudicated by a court or an agency of appropriate  
2 jurisdiction to be potentially dangerous, dangerous or vicious, or to be nuisance within the  
meaning of the Colton Municipal Code or under state law;

3 e. Any unaltered dog license held by the applicant has been revoked;

4 f. The license application is discovered to contain a material misrepresentation or  
5 omission of fact.

6 2. Re-application for unaltered dog license:

7 a. When an unaltered dog license is denied, the applicant may re-apply for a license  
8 upon changed circumstances and a showing that the requirements of this chapter have been  
9 met. The department shall refund one-half of the license fee when the application is denied.  
The applicant shall pay the full fee upon re-application.

10 b. When an unaltered dog license is revoked, the owner or custodian of the dog may  
11 apply for a new license after a thirty (30) day waiting period upon showing that the  
12 requirements of this chapter have been met. No part of an unaltered dog license fee is  
13 refundable when a license is revoked and the applicant shall pay the full fee upon re-  
application.

14 C. Appeal of denial or revocation of unaltered dog license.

15 1. Request for hearing.

16 a. Notice of intent to deny or revoke. The Department shall mail to the owner,  
17 custodian, licensee, or applicant a written notice of its intent to deny or revoke the license for  
18 an unaltered dog which includes the reason(s) for the denial or revocation. The owner,  
19 custodian, licensee or applicant may request a hearing to appeal the denial or revocation by  
20 filing such request with the Police Chief and/or his/her designee. The request must be made in  
writing within fifteen (15) days after the notice of intent to deny or revoke is mailed. Failure to  
submit a timely written hearing request shall be deemed a waiver of the right to appeal the  
license denial or revocation.

21 b. Administrative Hearing Authority. shall be the same as described in section 7.06.040  
22 with the qualifications and authority outlined in code section 7.020.010.

23 c. Notice and conduct of hearing. The Animal Control Director or his/her designee  
24 shall mail a written notice of the date, time, and place for the hearing not less than ten (10)  
25 days before the hearing date. The hearing date shall be no more than forty-five (45) days after  
26 the Department's receipt of the request for a hearing. The hearing will be informal and the  
27 rules of evidence will not be strictly observed. The Administrative Hearing Authority shall  
prepare and mail a written decision to the owner or custodian after the hearing. The decision  
of the Administrative Hearing Authority shall be the final administrative decision.

28 d. Judicial Review of Administrative Decision. Any person aggrieved by the order of  
the Administrative Hearing Authority may obtain judicial review of that order by filing a

1 petition for review with the Superior Court of San Bernardino County in accordance with the  
2 timelines and provisions set forth in California Code of Civil Procedure Section 1094.6.

3 2. Change in location of dog. If the dog is moved after the department has issued a  
4 letter of intent to deny or revoke, but has not yet denied or revoked the license, the owner,  
5 custodian, licensee, or applicant must provide the department with information as to the dog's  
6 whereabouts, including the current owner or custodian's name, address, and telephone number.

7 D. Transfer, sale, and breeding of unaltered dog or cat.

8 1. Offer for sale or transfer of unaltered dog. An owner or custodian who offers any  
9 unaltered dog over the age of four (4) months of age for sale, trade, or adoption must include a  
10 valid unaltered dog license number with the offer of sale, trade or adoption, or otherwise state  
11 and establish compliance with this section. An owner or custodian of an unaltered dog must  
12 notify the department of the name and address of the transferee within ten (10) days after the  
13 transfer. The unaltered license and microchip numbers must appear on a document transferring  
14 the animal to the new owner.

15 2. Offer for sale or transfer of unaltered cat. An owner or custodian of an unaltered cat  
16 must notify the department of the name and address of the transferee within ten (10) days after  
17 the transfer. The microchip numbers must appear on a document transferring the animal to the  
18 new owner.

19 E. Impoundment of unaltered dog or cat.

20 1. When an unaltered dog or cat is impounded pursuant to this title, in addition to  
21 satisfying applicable requirements for the release of the animal, including but not limited to  
22 payment of impound fees pursuant to this chapter, the owner or custodian shall also do one of  
23 the following:

24 a. Provide written proof of the dog or cat's prior sterilization, if conditions cannot or do  
25 not make this assessment obvious to Department personnel;

26 b. Have the dog or cat spayed or neutered by a Department veterinarian at the expense  
27 of the owner or custodian. Such expense may include additional fees due to extraordinary care  
28 required;

29 c. Have the dog or cat spayed or neutered by another California licensed veterinarian.  
30 The owner or custodian may arrange for another California licensed veterinarian to spay or  
31 neuter the animal, and shall pay to the Department the cost to deliver said animal to the  
32 chosen veterinarian. The cost to deliver the animal shall be based on the Department's hourly  
33 rate established by the auditor-controller. The veterinarian shall complete and return to the  
34 Department within ten (10) days, a statement confirming that the dog or cat has been spayed or  
35 neutered or is, in fact, incapable of breeding and shall release the dog or cat to the owner or  
36 custodian only after the spay or neuter procedure is complete;

37 d. At the discretion of the Animal Control Director, the dog or cat may be released to  
38 the owner or custodian if he or she signs a statement under penalty of perjury, representing  
39 that the dog or cat will be spayed or neutered and that he or she will submit a statement within

1 ten (10) days of the release, signed by a California licensed veterinarian, confirming that the  
2 dog or cat has been spayed or neutered or is incapable of breeding; ~~or~~.

3 2. Costs of impoundment.

4 a. The owner or custodian of the unaltered dog or cat shall be responsible for the costs  
5 of impoundment, which shall include daily board costs, vaccination/medication, and any other  
6 diagnostic or therapeutic applications as provided in this chapter.

7 b. The costs of impoundment shall be a lien on the dog or cat, and the unaltered animal  
8 shall not be returned to its owner or custodian until the costs are paid or other arrangements  
9 are made including, but not limited to, a payment plan. If the owner or custodian of an  
10 impounded unaltered animal does not pay the lien against it in full within fourteen (14) days,  
11 the animal shall be deemed abandoned and become the property of the Department.

12 F. Application of fees and fines collected. All costs and fines collected under this part  
13 and the fees collected under this section shall be paid to the City of Colton for the purpose of  
14 defraying the cost of the implementation and enforcement of this program.

15 **Section 7.10.020 Penalties for failure to spay or neuter.**

16 Penalties issued for failure to spay or neuter a dog or cat shall be enforced as set forth  
17 below:

18 A. An administrative citation, infraction, or other such authorized penalty may be  
19 issued to an owner or custodian of an unaltered dog or cat for a violation of this section only  
20 when the owner or custodian is concurrently cited for another violation under State or local  
21 law pertaining to the obligations of a person owning or possessing a dog or cat. Examples of  
22 such State law or local ordinance violations include, but are not limited to, failure to possess a  
23 current canine rabies vaccination of the subject dog; dog or cat at large; failure to license a  
24 dog; leash law violations; kennel or cattery permit violations; tethering violations; unhealthy or  
25 unsanitary conditions; failure to provide adequate care for the subject dog or cat in violation of  
26 the Penal Code; rabies quarantine violations for the subject dog; operating a business without a  
27 license and/or lack of State Tax ID Number; fighting dog activity in violation of Penal Code  
28 section 597.5; animals left unattended in motor vehicles; potentially dangerous, dangerous or  
vicious animals; and noisy animals.

B. Should the owner or custodian of an unaltered dog or cat be found in violation of a  
State or local law, as stated above, in subsection (1), the owner or custodian shall be required  
to spay or neuter the unaltered animal in accordance with this section.

**Section 7.10.030 Microchipping of dogs and cats.**

A. All dogs and cats over the age of four (4) months must be implanted with an  
identifying microchip. The owner or custodian is required to provide the microchip number to  
the Department, and shall notify the Department of any change of ownership of the dog or cat,  
or any change of address or telephone number. Nothing in this section supersedes, eliminates,  
or alters any other licensing requirements of this Title.

1 An administrative citation, infraction, or other such authorized penalty may be issued to  
2 an owner or custodian of an unmicrochipped dog for a violation of this section only when the  
3 owner or custodian is concurrently cited for another violation under state or local law  
4 pertaining to the obligations of a person owning or possessing a dog or cat. Examples of such  
5 State law or local ordinance violations include, but are not limited to, failure to possess a  
6 current canine rabies vaccination of the subject dog; dog or cat at large; failure to license a  
7 dog; leash law violations; kennel or cattery permit violations; tethering violations; unhealthy or  
8 unsanitary conditions; failure to provide adequate care for the subject dog or cat in violation of  
9 the Penal Code; rabies quarantine violations for the subject dog; operating a business without a  
10 license and/or lack of State Tax ID Number; fighting dog activity in violation of Penal Code  
11 section 597.5; animals left unattended in motor vehicles; potentially dangerous, dangerous or  
12 vicious animals; and noisy animals.

9 B. Exemptions. The ~~mandatory~~ microchipping requirements shall not apply to any of  
10 the following:

11 1. A dog or cat with a high likelihood of suffering serious bodily injury, if implanted  
12 with the microchip identification, due to the health conditions of the animal. The owner or  
13 custodian must obtain written confirmation of that fact from a California licensed veterinarian.  
14 If the dog or cat is able to be safely implanted with an identifying microchip at a later date,  
15 that date must be stated in the written confirmation.

14 2. A dog or cat that is kenneled or trained in the City of Colton, but is owned by an  
15 individual that does not reside in the City of Colton. The owner or custodian must keep and  
16 maintain the animal in accordance with the applicable laws and ordinances of the jurisdiction  
17 in which the owner or custodian of the animal permanently resides, including but not limited  
18 to the applicable licensing and rabies vaccination requirements of that jurisdiction.

18 3. A dog or cat over the age of ten (10) years.

19 C. Transfer, sale of dogs and cats.

20 1. An owner or custodian who offers any dog, over the age of four (4) months, for  
21 sale, trade, or adoption must provide the microchip identification number and the valid dog  
22 license number with the offer of sale, trade or adoption. The license and microchip numbers  
23 shall also advise the Department of the name and address of the new owner or custodian in  
24 accordance with subdivision (a) of this section. An owner or custodian who offers any dog,  
25 over the age of four (4) months, for sale, trade, or adoption and fails to provide the  
26 Department with the name and address of the new owner, is in violation of this chapter and  
27 shall be subject to the penalties set forth herein.

25 2. An owner or custodian who offers any cat, over the age of four (4) months, for sale,  
26 trade, or adoption must provide the microchip identification number with the offer of sale,  
27 trade or adoption. The microchip numbers must appear on a document transferring the cat to  
28 the new owner. The owner or custodian shall also advise the Department of the name and  
address of the new owner or custodian in accordance with Subdivision (A) of this section. An  
owner or custodian who offers any cat, over the age of four (4) months, for sale, trade, or

1 adoption and fails to provide the Department with the name and address of the new owner, is  
2 in violation of this chapter and shall be subject to the penalties set forth herein.

3 3. When a puppy or kitten under the age of four (4) months implanted with microchip  
4 identification is sold or otherwise transferred to another person, the owner or custodian shall  
5 advise the Department of the name and address of the new owner or custodian, and the  
6 microchip number of the puppy or kitten within ten (10) days after the transfer. If it is  
7 discovered that an owner or custodian has failed to provide the Department with the name and  
8 address of the new owner and the microchip number of the puppy or kitten, the owner or  
9 custodian shall be subject to the administrative remedies set forth in Chapter 1.17.

10 D. When an impounded dog or cat is without microchip identification, in addition to  
11 satisfying applicable requirements for the release of the animal, including but not limited to  
12 payment of impound fees pursuant to this chapter, the owner or custodian shall also do one of  
13 the following:

14 1. Have the dog or cat implanted with a Department microchip by a Department  
15 registered veterinarian technician or veterinarian or designated personnel at the expense of the  
16 owner or custodian;

17 2. Have the dog or cat implanted with a department approved microchip by a California  
18 licensed veterinarian. The owner or custodian may arrange for another California licensed  
19 veterinarian to perform the implant, and shall pay to the department the cost to deliver the dog  
20 or cat to the chosen veterinarian. The veterinarian shall complete and return to the Department  
21 within ten (10) days, a statement confirming that the microchip has been implanted, provide  
22 the Department with the number and shall release the dog or cat to the owner or custodian  
23 only after the procedure is complete; or

24 3. At the discretion of the Animal Control Director, the dog or cat may be released to  
25 the owner or custodian if he or she signs a statement under penalty of perjury, representing  
26 that the dog or cat will be implanted with a microchip and that he or she will submit a  
27 statement within ten (10) days of the release, signed by a California licensed veterinarian,  
28 confirming that the dog or cat has been so implanted and provide the microchip number to the  
Department or allow the Department to scan the dog or cat for the microchip to verify.

E. Fees for microchip identification device. The fee for an identifying microchip device  
shall be included in the cost of adoption when adopting a dog or cat from an animal shelter  
operated by the Department. If an animal has already been implanted with an identifying  
microchip device by some other facility, there will be no fee to have the identification  
microchip number entered into the Department's registry as required by subdivision (A) of this  
section.

F. Application of fees and fines collected. All costs and fines collected under this part  
and the fees collected under this section shall be paid to the City of Colton for the purpose of  
defraying the cost of the implementation and enforcement of this program.

1 ~~G. ear tipped cats.~~

2 ~~F. Licensed animals with collar and tags.~~

3 **Section 7.10.040 Mandatory spay and neuter of pit bull breeds.**

4 ~~A. Findings:~~

5 ~~1. The City of Colton has a contract with the County of Riverside (“County”) for~~  
6 ~~shelter services and as such hereby adopts the findings made by the County in support of~~  
7 ~~Riverside County Ordinance No. 921 as follows:~~

8 ~~a. In recent years, pit bulls comprise a disproportionately high number of unwanted~~  
9 ~~dogs in the County and the City of Colton, accounting for twenty (20) percent of shelter dogs~~  
10 ~~and thirty (30) percent of dogs euthanized in the County.~~

11 ~~b. While the majority of pit bull owners are responsible and take appropriate measures~~  
12 ~~to ensure that their dogs do not have unwanted offspring, there is a need to mitigate the large~~  
13 ~~number of unwanted pit bulls in the County and City of Colton.~~

14 ~~c. Restricting the maintenance of and breeding of intact pit pulls and requiring the~~  
15 ~~spaying and neutering of pit bulls will not prevent responsible pet owners and pet breeders~~  
16 ~~from owning, breeding, or showing pit bull breeds.~~

17 ~~B. The City of Colton hereby adopts Riverside County Ordinance No. 921, titled~~  
18 ~~“an ordinance of the County of Riverside requiring the mandatory spaying and neutering of pit~~  
19 ~~bull breeds” as if fully set forth herein.~~

20 ~~C. Any person violating any provision of this section shall be deemed guilty of an~~  
21 ~~infraction or misdemeanor and subject to the same criminal, civil and administrative fines,~~  
22 ~~penalties and costs, including all rights to appeal, as enumerated in Chapter 8.02 of this Code.~~

23 **Chapter 7.12 - NOISY ANIMALS**

24 **Sections:**

25 **7.12.010 Purpose.**

26 **7.12.015 Definitions.**

27 **7.12.020 Administrative hearing authority.**

28 **7.12.030 Declaration of noisy animal as a public nuisance.**

**7.12.040 Noisy animal warning notice.**

**7.12.050 Declaration of complaint of noisy animal and petition for administrative hearing.**

**7.12.060 Hearing.**

**7.12.070 Determination and order.**

**7.12.080 Administrative abatement measures.**

**7.12.090 Failure to comply with administrative order.**

**7.12.100 Civil action.**

**7.12.110 Not exclusive remedy.**

**7.12.120 Judicial review.**

**Section 7.12.010 Purpose.**

The disturbance caused by excessive, unrelenting or habitual noise of any animal is disruptive of the public's peace and tranquility and represents an unwanted invasion of privacy of the residents of the City. It is declared to be in the public interest to promote the health and

1 welfare of the residents of the City by providing for an administrative proceeding for the  
2 abatement of such nuisances, which abatement procedures shall be in addition to all other  
proceedings authorized by this Code or otherwise by law.

3 **Section 7.12.015 Definitions.**

4 For the purpose of this chapter, the following words and phrases shall have the  
5 meanings given herein:

6 “Complaining Party” means that person or those persons who contact the Animal  
7 Control Director to report a noisy animal or noisy animals.

8 “Director” means the Animal Control Director.

9 “Noisy animal” means any animal or animals maintained on the same premises or  
10 location whose excessive, unrelenting or habitual barking, howling, crying or other noises or  
11 sounds annoy or become offensive to a resident or residents in the vicinity thereby disturbing  
the peace of the neighborhood or causing excessive discomfort to any reasonable person of  
normal sensitivity hearing such sounds.

12 “Responsible party” means that person or those persons in charge of the premises or  
13 location where any noisy animal is located and may include any of the following:

- 14 1. The person or persons who own the property where the noisy animal is located;
- 15 2. The person or persons in charge of the premises where the noisy animal is located;
- 16 3. The person or persons occupying the premises where the noisy animal is located;
- 17 4. The owner of the noisy animal. If any of those persons are minors, the parent or  
parents or a guardian of such minor shall be the Responsible Party.

18 **Section 7.12.020 Administrative Hearing Authority.**

19 A determination whether an animal is violating this chapter shall be made by the  
20 Administrative Hearing Authority. The Administrative Hearing Authority shall have the power  
21 to hear testimony from witnesses including complainants, peace officers, animal control  
22 officers or humane officers or other parties including the owner or person having charge,  
custody or control of the animal allegedly causing the nuisance, to determine whether the  
maintenance of the animal is a public nuisance as herein declared by the City Council, and to  
order the abatement of such nuisance by taking such actions as set forth in this Chapter.

23 **Section 7.12.030 Declaration of noisy animal as a public nuisance.**

24 A. The City Council hereby determines and declares that it is unlawful and a public  
25 nuisance for any person owning, keeping, harboring or having in his or her care, custody or  
26 control any animal, to cause or suffer, or permit to be made or caused by such animal, barking,  
27 howling, crying or making of any noises or other sounds, so as to annoy and become offensive  
to a resident or residents in the vicinity in which the animal is kept thereby disturbing the  
peace of the neighborhood or causing excessive discomfort to any reasonable person of normal  
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1 sensitivity residing in the area, unless such noise or sound is made by an official police dog  
2 while on duty.

3 B. If, in violation of the provisions of this declaration of nuisance, any person owns,  
4 maintains, harbors, keeps or has any animal who persistently emits any noises or sounds in  
5 such a manner as to annoy and become offensive to a resident or residents in the vicinity in  
6 which the animal is kept, the maintenance of such animal may be declared a public nuisance  
7 by written notice to the owner or person in charge, custody or control of the animal. If after  
8 the issuance of such notice, the person owning, keeping, harboring or having in such person's  
9 care or custody any animal has not abated the nuisance, such person shall be liable to  
10 enforcement of the provisions of this Code.

11 C. It is unlawful for the Responsible Party, after being informed in writing that such  
12 person's animal has been declared a noisy animal and that the maintenance of a noisy animal is  
13 a public nuisance, to fail, refuse or neglect to take whatever steps or use whatever means are  
14 necessary to assure that such animal does not again disturb residents in the vicinity in which  
15 the animal is kept.

16 **Section 7.12.040 Noisy animal warning notice.**

17 A. When an Animal Control Officer or Police Officer of the City is notified or alerted  
18 of a possible noisy animal which may constitute a nuisance and has personally confirmed the  
19 existence of a potential nuisance, that Animal Control Officer or Police Officer shall issue a  
20 Noisy Animal Warning Notice to the Responsible Party. Such notice shall specify that the  
21 continued barking, howling or other noise or sounds of such animal is in violation of this Code  
22 and that the noisy animal nuisance must be abated forthwith to avoid further City action. Such  
23 notice shall be served upon the Responsible Party or, if such service cannot be safely made,  
24 posted at the premises upon which the animal is located. A copy of the Noisy Animal Warning  
25 Notice shall be filed with the Animal Control Director. The Director shall, within five days of  
26 the issuance of said warning notice, make a reasonable attempt to speak personally or by  
27 telephone with the Responsible Party concerning the matter, including what efforts have been  
28 made to abate the nuisance.

29 B. If within five days of the issuance of the Noisy Animal Warning Notice the Director  
30 determines that the barking, howling or other sound or cry was provoked and that such  
31 barking, howling or other sound or cry was not excessive, unrelenting or habitual, the Director  
32 of Animal Services shall cause the Noisy Animal Warning Notice to be voided and the person  
33 to whom it was issued to be so notified. In the event a Noisy Animal Warning Notice has been  
34 voided, such warning notice shall not be considered as having been issued for the purposes of  
35 Sections 7.12.050 or 7.12.090 of this chapter.

36 **Section 7.12.050 Declaration of complaint of noisy animal and petition for  
37 administrative hearing.**

38 A. When the Director receives a subsequent verbal or written complaint concerning a  
39 noisy animal at the same location within twelve months after the issuance of a Noisy Animal  
40 Warning Notice, the Director shall determine whether the Noisy Animal Warning Notice went  
41 unheeded. If the determination is made the nuisance was not abated, a Declaration of

1 Complaint of Noisy Animal and Petition for Administrative Hearing shall be issued by the  
2 Director to the Complaining Party.

3 B. The Declaration of Complaint and Petition for Administrative Hearing shall be  
4 completed under penalty of perjury by the Complaining Party and returned within ten (10) days  
5 to the Director.

6 C. The Director, upon receipt of a timely executed Declaration of Complaint and  
7 Petition for Administrative Hearing, shall set the case for hearing before the Administrative  
8 Hearing Authority. The Director shall notify the Complaining Party and Responsible Party of  
9 the date, time, and place for the hearing. The notice of hearing shall advise that the  
10 Complaining Party and Responsible Party that they may present evidence at the hearing  
11 through witnesses and documents. The notice of hearing shall be accompanied by a copy of  
12 the Declaration of Complaint and Petition for Administrative Hearing form. The notice shall be  
13 served on all parties and witnesses. If the notice cannot be safely served by personal service,  
14 then it may be posted upon the premises where the animal is kept and sent by first-class mail.  
15 The Complaining Party shall be informed that further action may not be warranted if the  
16 animal is controlled, but in any case, no further action can be taken until the completed  
17 Declaration of Complaint and Petition for Administrative Hearing form is received by the  
18 Director.

13 **Section 7.12.060. Hearing.**

14 The hearing before [the](#) Administrative Hearing Authority shall be open to the public.  
15 The Administrative Hearing Authority may admit all relevant evidence, including incident  
16 reports and affidavits of witnesses. The Administrative Hearing Authority may decide all issues  
17 even if the Responsible Party for the animal fails to appear at the hearing. The Administrative  
18 Hearing Authority may find, upon a preponderance of the evidence, that the animal is a noisy  
19 animal and the maintenance of such noisy animal is a public nuisance. Upon the conclusion of  
20 the hearing, the Administrative Hearing Authority shall orally announce the decision as to  
21 whether a public nuisance has been found to exist on the premises.

19 **Section 7.12.070. Determination and order.**

20 At the conclusion of the hearing conducted pursuant to Section 7.12.060, the hearing  
21 authority shall, notify the Responsible Party of the Administrative Hearing Authority's  
22 determination and any orders issued. If the Administrative Hearing Authority determines that  
23 the animal is a noisy animal and the maintenance thereof, a public nuisance, the Responsible  
24 Party shall comply with the Administrative Hearing Authority's order within five days after the  
25 date of mailing of the determination and order. The decision of the [Administrative](#) Hearing  
26 Authority shall be final.

25 **Section 7.12.080. Administrative abatement measures.**

26 The Administrative Hearing Authority may, as part of his/her determination that the  
27 animal is a noisy animal and a public nuisance, direct the Responsible Party to perform one or  
28 more of the following actions:

1 A. Containment of the animal within an enclosed building on the premises of  
Responsible Party;

2 B. Require that the animal wear a noise suppression device obtained at the expense of  
the Responsible Party to reduce or eliminate the noise creating the nuisance;

3 C. Require that the animal undertake obedience training designed to abate the nuisance  
4 problem when appropriate and under the conditions imposed by the Administrative Hearing  
Authority and at the expense of the Responsible Party;

5 D. Restrict the time of day, days of the week and duration when the animal may be  
placed out-of-doors on the premises of the Responsible Party;

6 ~~E. Require the animal to be debarked at the expense of the Responsible Party;~~

7 ~~E~~. Require the Responsible Party to permanently remove the animal from said  
property and outside the City limits.

8 ~~G~~F. Any other reasonable means to accomplish the ~~a~~-abatement.

9 **Section 7.12.090. Failure to Comply with Administrative Order.**

10 It is unlawful for any person to fail, neglect or refuse to comply with an administrative  
11 abatement order of the Administrative Hearing Authority within the time specified in said  
12 order. Should any party to the order issued by the Administrative Hearing Authority fail to  
13 comply with the order, in whole or in any part thereof, that party or those parties may be  
14 subject to administrative remedies to enforce the order as set forth in this Code, including  
15 administrative citations and administrative civil penalties, and any other lawful means  
16 necessary to gain compliance, including a civil action.  
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**Section 7.12.100. Civil action.**

In the event any person shall fail, neglect or refuse to comply with an administrative abatement order of the Administrative Hearing Authority within the time specified in said order and the public nuisance continues to exist, the City Attorney is authorized to commence civil action to obtain the abatement of such public nuisance.

**Section 7.12.110. Not exclusive remedy.**

The provisions of this chapter are to be construed as an added remedy of abatement of the nuisance hereby declared and not in conflict with or derogation of any other actions or proceedings or remedies otherwise provided by this title or other law.

**Section 7.12.120 Judicial Review.**

Any Responsible Party aggrieved by an Administrative Determination and Order may obtain judicial review of that order by filing a petition for review with the Superior Court of San Bernardino County in accordance with the timelines and provisions set forth in California Code of Civil Procedure section 1094.6.

**Chapter 7.14 - RABIES CONTROL**

**Sections:**

- 7.14.010 Vaccination of dogs.**
- 7.14.020 Revaccination.**
- 7.14.030 Certificate.**
- 7.14.040 Restraining of animal bitten by other animal with rabies.**
- 7.14.050 Quarantine of biting animals; Examination.**
- 7.14.060 Report of suspected rabid animals.**
- 7.14.070 Destruction of rabid animals.**
- 7.14.080 Duties of animal control officer as to animals held by him having or suspected of having rabies.**
- 7.14.090 Importation of unvaccinated dogs.**
- 7.14.100 Rabies vaccination reporting.**

**Section 7.14.010 Vaccination of dogs.**

Every person keeping, maintaining or having custody or control of a dog over the age of four months in the City shall cause said dog to be vaccinated with a type of canine rabies vaccine approved by the California Department of Health within a period of thirty days from the date such dog was first maintained, kept or had within the City, or within thirty days from the date the dog attains the age of four months. Evidence of such vaccine shall be provided to the City in order to license the dog in accordance with section 7.040.050.

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**Section 7.14.020 Revaccination.**

Every person keeping, harboring, or having a dog in the City, which dog has been vaccinated shall cause such dog to be revaccinated before the expiration of the period of immunity accepted by the California Department of Health for that type of canine rabies vaccine with which the dog was vaccinated.

**Section 7.14.030 Certificate.**

Every person keeping, harboring, or maintaining in the City any dog required by the provisions of this chapter to be vaccinated shall at all times, while such dog is kept, harbored or maintained, have in his or her possession a certificate issued by a duly licensed veterinary surgeon, which certificate shall specify that such dog has been vaccinated in accordance with the provisions of this chapter. Said certificate shall include the name, address and telephone number of the dog's owner; the name of the dog; a description of the dog, including breed, color, distinctive markings, and sex; date of immunization; the type of rabies vaccine administered; the name of the manufacturer; and the lot number of the vaccine used. Such certificates shall bear the signature of the veterinarian administering the vaccine or a signature authorized by him or her, and in addition such certificate shall be stamped, printed or typed with his name, address and telephone number for legibility.

**Section 7.14.040 Restraining of animal bitten by other animal with rabies.**

Whenever any dog or other animal has been bitten by an animal infected with or reasonably suspected of being infected with rabies, the owner of the animal so bitten shall immediately restrain or confine such animal in such a way as to make it impossible for such animal to bite any other animal or person and to forthwith notify the Animal Control Officer. The City health officer or Animal Control Officer shall have the power to quarantine any animal so bitten or suspected of having been bitten by a rabid animal for such period of time as he may determine not to exceed six months.

**Section 7.14.050 Quarantine of biting animals--Examination.**

Whenever any dog or other animal has bitten, scratched, or otherwise exposed any person or animal to the possible infection of rabies, the owner shall, upon order of the City health officer, any peace officer, or Animal Control Officer, quarantine such animal and keep it securely confined for a period of not to exceed fifteen days, during which period of time it shall be the duty of the City health officer or Animal Control Officer to make an examination of such animal.

**Section 7.14.060 Report of suspected rabid animals.**

Whenever the owner of an animal observes or learns that such animal shows symptoms of rabies or acts in a manner which reasonably indicates that it may be infected with rabies, such owner shall forthwith isolate and restrain such animal and shall immediately notify the Animal Control Officer thereof.

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**Section 7.14.070 Destruction of rabid animals.**

If it appears to the Animal Control Director or his or her representative upon examination or otherwise of a dog or other animal that such animal has rabies, he or she may forthwith ~~kill and destroy~~ humanely euthanize such dog or other animal in accordance with the policies and procedures established by the City contracted animal shelter.

**Section 7.14.080 Duties of Animal Control Officer as to animals held by him having or suspected of having rabies.**

Upon the receipt by the Animal Control Director of any dog or other animal, if the Animal Control Director would have reason to believe that the same is afflicted with rabies or hydrophobia or has been bitten by any animal afflicted with or suspected of being afflicted with rabies or hydrophobia, the Animal Control Director shall separately confine and keep so confined such animal. If upon an examination, the Animal Control Director determines that such dog or other animal is afflicted with rabies, he shall ~~kill~~ humanely euthanize such animal at such time. It shall be the duty of the Animal Control Director to keep every such animal suspected of having rabies or hydrophobia so confined for such time as he deems necessary and such animal shall not be redeemed or released except upon an order in writing signed by the Animal Control Director. Nothing in this title shall be construed as permitting the redemption of any dog having or suspected of having been infected with rabies or hydrophobia.

**Section 7.14.090 Importation of unvaccinated dogs.**

No person shall bring an unvaccinated dog into the City from another city or town or other place in or outside of the County in which rabies exists or has existed within six months previously, nor shall any person take an unvaccinated dog or permit or encourage an unvaccinated dog to go from the City, at a time when rabies exists therein or has existed therein within six months previously, to any other city or town or other place in or outside of the County in which rabies does not exist or has not been known to be present within six months.

**Section 7.14.100 Rabies vaccination reporting.**

A. Any veterinarian who administers a rabies vaccination or supervises the administering of a rabies vaccination shall provide to the City of Colton Police Chief, or his or her designee, the following information:

1. The full name and residence address of the owner of all of vaccinated dogs;
2. The name, age, sex, species, breed and color of all dogs that have been vaccinated;
3. The date the vaccination was administered;
4. The type of vaccination used and the vaccine's expiration date;
5. The name of the veterinary clinic and veterinary license number of the veterinarian administering or supervising the vaccination;
6. Alternatively, a photocopy or other facsimile of the certificate required by Section 7.14.030 may be provided to the City.

1 B. Any such information requested in Section A shall be sent to the City of Colton  
2 Police Chief at 650 N La Cadena Drive, Colton, California, 92324, or his/her designee, within  
3 thirty (30) days of the administering of the rabies vaccination. The information requested may  
4 be transmitted in the form of a paper copy or in an electronic format approved by the City of  
5 Colton.

6 C. The information provided to the City of Colton in Section A shall be considered  
7 confidential and shall not be used, released or distributed for any purpose except to ensure  
8 compliance with existing federal, state, county, or city laws or regulations, as set forth in  
9 California Health and Safety Code Section 121690.

10 D. Any veterinarian or person under this Chapter who fails to provide the information  
11 requested may be subject to all lawful legal remedies to enforce this Chapter, including but not  
12 limited to those set forth in Chapter 1.17 of this Code.

## 13 **Chapter 7.16 - COYOTE CONTROL**

### 14 **Sections:**

15 **7.16.010 Feeding of coyotes.**

16 **7.16.020 Control.**

### 17 **Section 7.16.010 Feeding of coyotes.**

18 A. Except as provided herein, no person shall feed or in any manner provide food for  
19 any coyote which is not under the ownership or legal possession of such person.

20 B. A person may feed and provide food for a coyote which is trapped, unweaned or  
21 injured during that period of time after said person notifies the Police Department or Animal  
22 Control [Department](#) until said animal is picked up by the City or its designated agent or  
23 contractor for animal control.

### 24 **Section 7.16.020 Control.**

25 The City, its agents and its contractor for the provision of animal control are hereby  
26 authorized to use all legal means to control coyotes and to reduce their number in the City.

## 27 **Chapter 7.18 – COMMUNITY CAT INITIATIVE**

### 28 **Sections:**

**7.18.010 Purpose.**

**7.18020 Authority; Trap-Neuter Return program.**

**7.18.010 Purpose.**

1 The City recognizes the need for innovation in addressing the issues presented by  
2 community cats. To that end, it recognizes that Trap-Neuter-Return is an effective and humane  
method to manage, and over time, reduce the population of community cats.

3 **7.18.020 Authority; Trap-Neuter Return program.**

4 A. Trap-Neuter-Return shall be permitted, and Community Cat Caregivers,  
5 organizations, City staff, Animal Control Officers, and hereby permitted to carry out Trap-  
6 Neuter-Return. Community Cat Caregivers shall be responsible for the costs(if any) associated  
with the Trap-Neuter-Return that they choose or cause to be performed.

7 B. An ear tipped cat received by local shelters will return to the location where  
8 trapped after neutering unless further veterinary care is required or a home is found for the cat.

9 C. Community Cat Caregivers may reclaim impounded Community Cats if ear  
10 tipped or for Trap-Neuter-return without proof of ownership.”

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

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

21 PASSED, APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_,  
22 2016.

23 \_\_\_\_\_  
Richard De La Rosa, Mayor

24 ATTEST:

25 \_\_\_\_\_  
26 Carolina R. Padilla, City Clerk

27 APPROVED AS TO FORM:  
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Best Best & Krieger LLP  
City Attorney

<b>Summary report:</b>	
<b>Litéra® Change-Pro 7.5.0.135 Document comparison done on 5/12/2016 9:30:43 AM</b>	
<b>Style name:</b> Default Style	
<b>Intelligent Table Comparison:</b> Active	
<b>Original DMS:</b> iw://iManage/iManage/24405766/4	
<b>Modified DMS:</b> iw://iManage/iManage/24405766/5	
<b>Changes:</b>	
Add	157
Delete	133
Move From	0
Move To	0
Table Insert	2
Table Delete	2
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	<b>294</b>