



CITY OF COLTON

City Hall

650 N. La Cadena Drive
Colton, CA 92324

Website: www.coltonca.gov

Mayor Richard A. DeLaRosa

Council Members:

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

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

AGENDA

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

TUESDAY, JUNE 7, 2016 - 5:00 P.M.

COUNCIL CHAMBERS

CLOSED SESSION – 5:00 P.M.

CLOSED SESSION CALLED TO ORDER

ROLL CALL

PUBLIC COMMENT

Limit 5 Minutes

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

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

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

- A. CONFERENCE WITH LEGAL COUNSEL - 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 LEGAL COUNSEL – ANTICIPATED LITIGATION
Initiation of Litigation, Pursuant to Government Code Section 54956.9(d)(4)
Two (2) potential cases

CITY ATTORNEY ORAL REPORT ON CLOSED SESSION ACTIONS

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**RULES OF DECORUM**

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

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OPEN SESSION

6:00 P.M.

OPEN SESSION CALLED TO ORDER

INVOCATION Pastor Justin Saunders, Centerpoint Church

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

ROLL CALL

CEREMONIAL MATTERS *Presentations, Awards, Proclamations*

- Recognition - Mr. Treavor Sellnow, World Mission Society Church of God
- Presentation - Colton Police Officers Association – Richard Maloof

MAYOR AND COUNCIL ITEMS

GIFT DISCLOSURES

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

AB 1234 ORAL REPORTS

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

CITY TREASURER'S REPORTS

- Receive and File City Treasurer's Report for March 2016.
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PUBLIC COMMENT

Limit 5 Minutes

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

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

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

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**CONSENT CALENDAR**

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

- (1) Minutes – Approval of Minutes for the City Council Regular Meeting Held May 17, 2016 on File in the Office of the City Clerk. **[City Clerk Padilla]**
- (2) Warrants – Approve voucher numbers 155915 to 156074 dated 05/12/2016 and totaling \$1,281,998.28; voucher numbers 156077 to 156217 dated 05/19/2016 and totaling \$1,908,171.62; voucher numbers 156220 to 156307 dated 05/24/2016 and totaling \$781,253.55, less voided checks totaling \$1,022.14 and a payroll disbursement listing for the period 04/23/2016 to 05/10/2016 and totaling \$755,254.32. **[Staff Person: A. Agramonte]**
- (3) Second Reading of Ordinance No. O-09-16 - Waive full reading and pass second reading of 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.**
- (4) Calling the General Municipal Election for November 8, 2016 – Approve and adopt a Resolution calling and giving notice of a General Municipal Election to be held Tuesday, November 8, 2016; requesting that the County of San Bernardino to render specified services; and adopting regulations for candidates for elective office, **RESOLUTION NO. R-41-16 and R-52-16.** **[Staff Person: S. Sanchez]**
- (5) Landscape Lighting Maintenance District 1 Fiscal Year 2016-17 – Approve and adopt the following resolutions to initiate proceedings for the annual levy of assessments for Landscape Lighting and Maintenance District 1 for Fiscal Year 2016-17; 1) Resolution initiating proceedings; 2) Resolution approving the preliminary Engineer’s Report; and 3) Resolution of intention to set the public hearing date for June 21, 2016, **RESOLUTION NOS. R-42-16, R-43-16, R-44-16.** **[Staff Person: D. Kolk]**

- (6) Landscape Lighting Maintenance District 2 Fiscal Year 2016-17 – Approve and adopt the following resolutions to initiate proceedings for the annual levy of assessments for Landscape Lighting and Maintenance District 2 for Fiscal Year 2016-17; 1) Resolution initiating proceedings; 2) Resolution approving the preliminary Engineer’s Report; and 3) Resolution of intention to set the public hearing date for June 21, 2016, **RESOLUTION NOS. R-45-16, R-46-16, R-47-16.** [Staff Person: D. Kolk]
- (7) Authorize the disposition of surplus Police service dog Eddie and purchase by handler – Declare as surplus Police Service Dog “Eddie” from the Police Department inventory and approve Police Service Dog “Eddie” be purchased by his handler, Officer Greg Castillo. It is further recommended that Police Service Dog “Eddie” be purchased by Officer Castillo in the amount of \$1.00. [Staff Person: M. Owens]
- (8) Wildland Protection Reimbursement Agreement – Approve the Local Responsibility Area Wildland Protection Reimbursement Agreement and adopt **RESOLUTION NO. R-50-16.** [Staff Person: T. McHargue]
- (9) Annual DBE Participation Level for FY 16-17 – Approve the Federal Fiscal Year 2016-2017 Annual Anticipated Disadvantaged Business Enterprise (DBE) Participation Level (AADPL) of 16.8% and the methodology that are presented herein and authorize the City Manager or his designee to execute the DBE Annual Submittal Form, **RESOLUTION NO. R-51-16.** [Staff Person: D. Kolk]
- (10) Joint Powers Agreement for Omnitrans – Approve the amended and restated Joint Powers Agreement between the County of San Bernardino and the cities of Chino, Chino Hills, Colton, Fontana, Grand Terrace, Highland, Loma Linda, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Upland, and Yucaipa creating a County Wide Transportation Authority to be known as “Omnitrans.” [Staff Person: D. Kolk]
- (11) Professional Services Agreement for Traffic Engineering Consultant – 1) Authorize execution of a Professional Services Agreement (PSA) with Minagar and Associates, Inc., for Traffic Engineering Services for FY 2016-2017, in an amount not to exceed \$50,000 per year, with an option to renew for three additional one-year terms. 2) Authorize the City Manager to execute the City’s Professional Service Agreement on behalf of the City. 3) Authorize the City Manager to extend the Agreement on an annual basis for three (3) additional one-year terms upon the same terms and conditions at the City’s discretion. [Staff Person: D. Kolk]
- (12) Notice of Completion – 1) Approve Change Order No. 1 for the FY 15-16 Sewer Lining Project in the amount of \$26,285.00. 2) Authorize the execution and recordation of Notice of Completion for the FY 15-16 Sewer Lining Project. [Staff Person: D. Kolk]
- (13) Award of Contract to Babcock Laboratories, Inc. – 1) Authorize the award of Contract Agreement to Babcock Laboratories, Inc. in the amount not to exceed \$54,761.00 for the Wastewater Laboratory Sampling and Analysis Services. 2) Authorize the City Manager to execute up to four (4) one-year renewal options to the Agreement. [Staff Person: D. Kolk]

- (14) Purchase of Wastewater Bypass Pump – Award to Xylem Dewatering Solutions, Inc. for the purchase and delivery of one new 4” wastewater bypass pump and all necessary equipment in an amount not to exceed \$51,750.36. [Staff Person: D. Kolk]
- (15) Amendment to Manual of Procedure (MOP) – Adopt a Resolution Amending Section I, I-1 (A) of the City Council Manual of Procedure Related to Preparation of Ordinances, Resolutions, and Contracts, **RESOLUTION NO. R-53-16.** [City Attorney]

**PUBLIC HEARINGS**

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

- (16) Fee Schedule Update for Police Department [Staff Person: M. Owens]

TIME AND PLACE FIXED TO CONSIDER A PUBLIC HEARING TO APPROVE AND ADOPT A RESOLUTION ESTABLISHING AN UPDATED FEE SCHEDULE FOR SERVICES PERFORMED BY THE POLICE DEPARTMENT AND REPEALING PORTIONS OF RESOLUTION NO. R-05-13 AS APPLICABLE THERETO.

Mayor announces the Public Hearing open.

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

Staff Presentation.

Public Comment.

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

Consider: Approve and Adopt **RESOLUTION NO. R-48-16.**

- (17) Fee Schedule Update for Fire Department [Staff Person: T. McHargue]

TIME AND PLACE FIXED TO CONSIDER A PUBLIC HEARING TO APPROVE AND ADOPT A RESOLUTION ESTABLISHING AN UPDATED FEE SCHEDULE FOR SERVICES PERFORMED BY THE FIRE DEPARTMENT AND REPEALING PORTIONS OF RESOLUTION NO. R-05-13 AS APPLICABLE THERETO.

Mayor announces the Public Hearing open.

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

Staff Presentation.

Public Comment.

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

Consider: Approve and Adopt **RESOLUTION NO. R-49-16.**

**BUSINESS ITEMS**

**MAYOR AND COUNCIL ORAL REPORTS AND COMMENTS**

**CITY MANAGER'S REPORTS**

**ADJOURNMENT**

**POSTING STATEMENT:**

I, Sabdi Sanchez, Chief Deputy City Clerk or my designee, hereby certify that a true and correct, accurate copy of the foregoing agenda was posted Thursday, June 02, 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.

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CITY OF COLTON TREASURER'S REPORT  
FOR MARCH 2016

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

A handwritten signature in black ink, appearing to read 'Aurelio De La Torre', with a stylized, cursive script.

Aurelio De La Torre, Treasurer  
May 23, 2016

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

| <b>MONTH</b>   | <b>Yield</b> |
|----------------|--------------|
| September-2014 | 0.25%        |
| October-2014   | 0.26%        |
| November-2014  | 0.26%        |
| December-2014  | 0.27%        |
| January-2015   | 0.26%        |
| February-2015  | 0.27%        |
| March-2015     | 0.28%        |
| April-2015     | 0.28%        |
| May-2015       | 0.29%        |
| June-2015      | 0.30%        |
| July-2015      | 0.32%        |
| August-2015    | 0.33%        |
| September-2015 | 0.34%        |
| October-2015   | 0.36%        |
| November-2015  | 0.37%        |
| December-2015  | 0.40%        |
| January-2016   | 0.45%        |
| February-2016  | 0.47%        |
| March-2016     | 0.51%        |

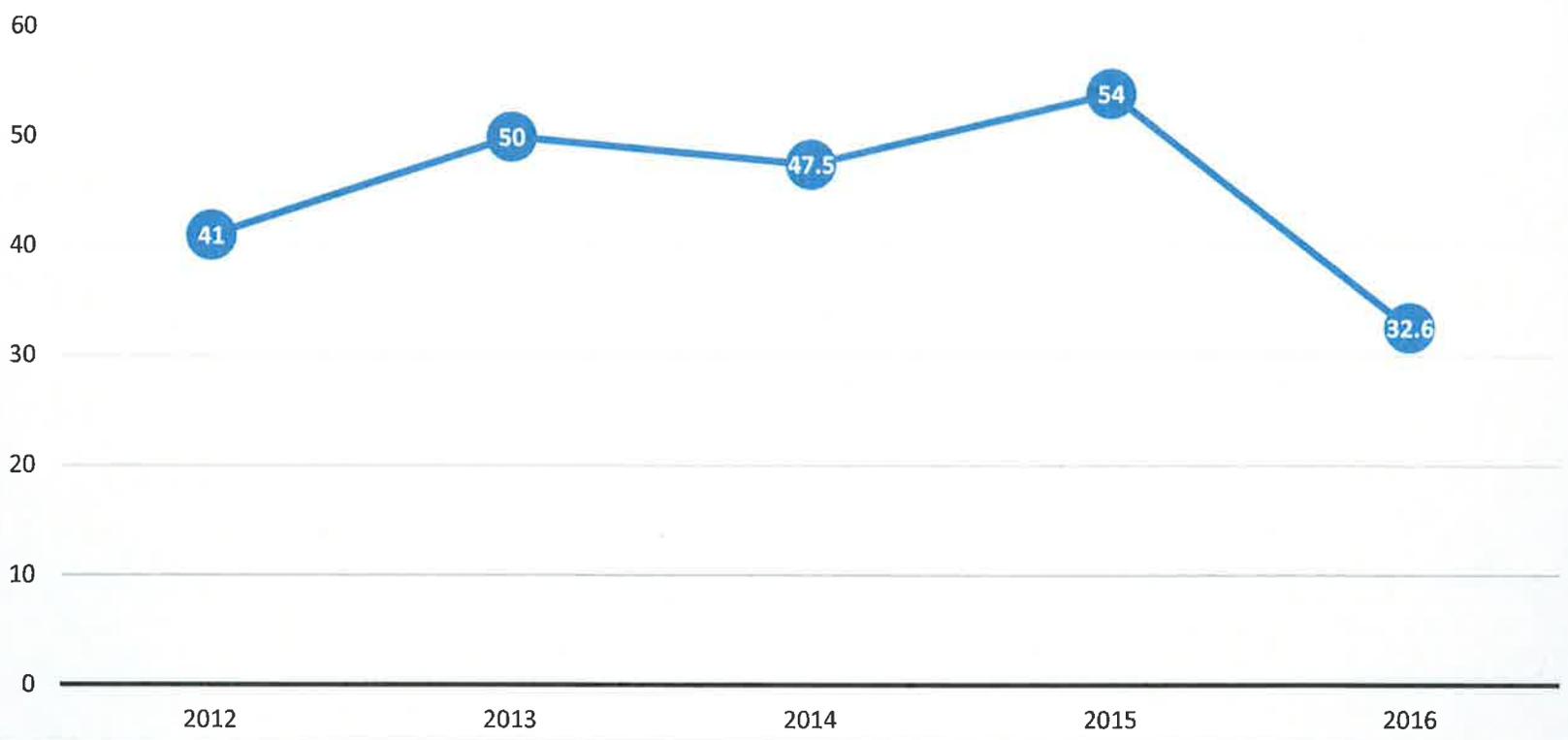
**City of Colton Treasurer's Report  
March 2016**

The Treasurer

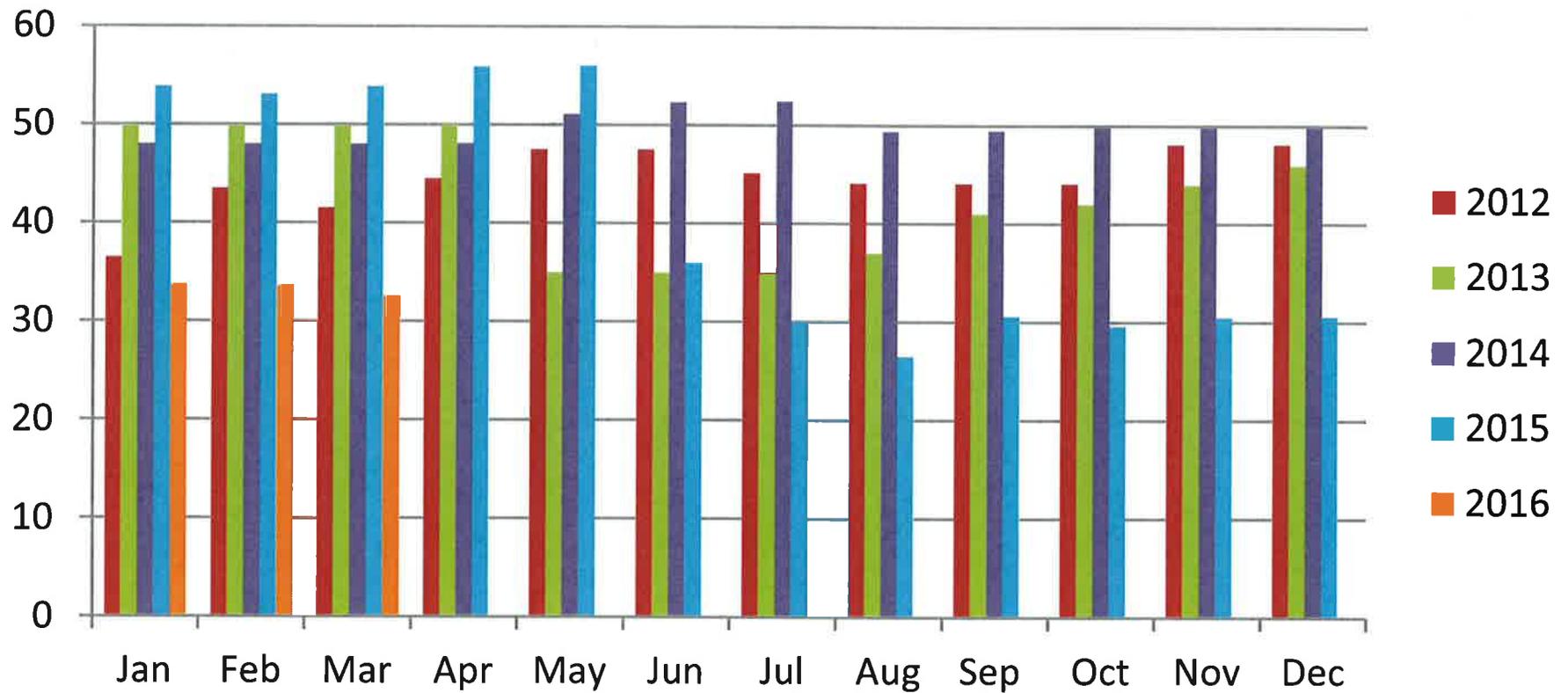
PAGE 1

| INVESTMENT TYPE                       | ISSUER              | DATE OF MATURITY | PAR AMOUNT           | COST                 | FAIR MKT VALUE       | YIELD      |
|---------------------------------------|---------------------|------------------|----------------------|----------------------|----------------------|------------|
| <b>STATE POOL</b>                     |                     |                  |                      |                      |                      |            |
| LAIF-General, other                   | State Pool          | Daily            | \$ 24,787,517        | \$ 24,787,517        | \$ 24,787,517        | 0.51%      |
| <b>UNION BANK</b>                     |                     |                  |                      |                      |                      |            |
| General                               | Money Market        | Daily            | \$ 2,080,202         | \$ 2,080,202         | \$ 2,080,202         | 0.01%      |
| General                               | FFCB                | 9/22/2017        | \$ 509,000           | \$ 502,785           | \$ 502,785           | 1.12%      |
| General                               | FFCB                | 12/21/2018       | \$ 1,013,750         | \$ 1,002,760         | \$ 1,002,760         | 1.37%      |
| General                               | FDIC Insured CD's   | 6/13-19/2017     | \$ 1,263,750         | \$ 1,253,630         | \$ 1,253,630         | 1.10%      |
|                                       |                     |                  | \$ 4,866,702         | 4,839,377            | 4,839,377            |            |
| <b>CITIZENS TRUST</b>                 |                     |                  |                      |                      |                      |            |
| General                               | Money Market        | Daily            | 308,490              | 308,490              | 308,490              | 0.10%      |
| General                               | FHLB,FFCB,FNMA,FHLM | 8/25-17/2020     | 2,700,000            | 2,698,460            | 2,700,988            | 0.83-1.32% |
|                                       |                     |                  | 3,008,490            | 3,006,950            | 3,009,478            |            |
| <b>GENERAL TOTAL</b>                  |                     |                  | <u>32,662,709</u>    | <u>32,633,844</u>    | <u>32,636,372</u>    |            |
| <b>STATE POOL</b>                     |                     |                  |                      |                      |                      |            |
| LAIF-Electric Reserve                 | State Pool          | Daily            | <u>37,850,892</u>    | <u>37,850,892</u>    | <u>37,850,892</u>    | 0.47%      |
| <b>TOTAL INVESTMENTS BY TREASURER</b> |                     |                  | <u>\$ 70,513,601</u> | <u>\$ 70,484,736</u> | <u>\$ 70,487,264</u> |            |
| <b>NON INVESTMENT ACCOUNTS</b>        |                     |                  |                      |                      |                      |            |
| Bank of America                       | General acct        | Daily            | \$ 3,223,949         | \$ 3,223,949         | \$ 3,223,949         | 0.15%      |
| Bank of America                       | Payroll acct        | Daily            | \$ 177,782           | \$ 177,782           | \$ 177,782           | 0.15%      |
| Bank of America                       | Workers Comp        | Daily            | 78,371               | 78,371               | 78,371               | 0.15%      |
| Bank of America                       | Rancho Med          | Daily            | 196,844              | 196,844              | 196,844              | 0.15%      |
| Citibank                              | Hermosa Trust       | Daily            | 411,796              | 411,796              | 411,796              | 0.05%      |
| Citibank                              | Water-meter escrow  | Daily            | 517,290              | 517,290              | 517,290              | 0.42%      |
|                                       |                     |                  | \$ 4,606,032         | \$ 4,606,032         | \$ 4,606,032         |            |
| <b>PETTY CASH FUNDS</b>               |                     |                  | 5,000                | 5,000                | 5,000                | N/A        |
| <b>TOTAL NON INVESTMENT ACCOUNTS</b>  |                     |                  | <u>\$ 4,611,032</u>  | <u>\$ 4,611,032</u>  | <u>\$ 4,611,032</u>  |            |

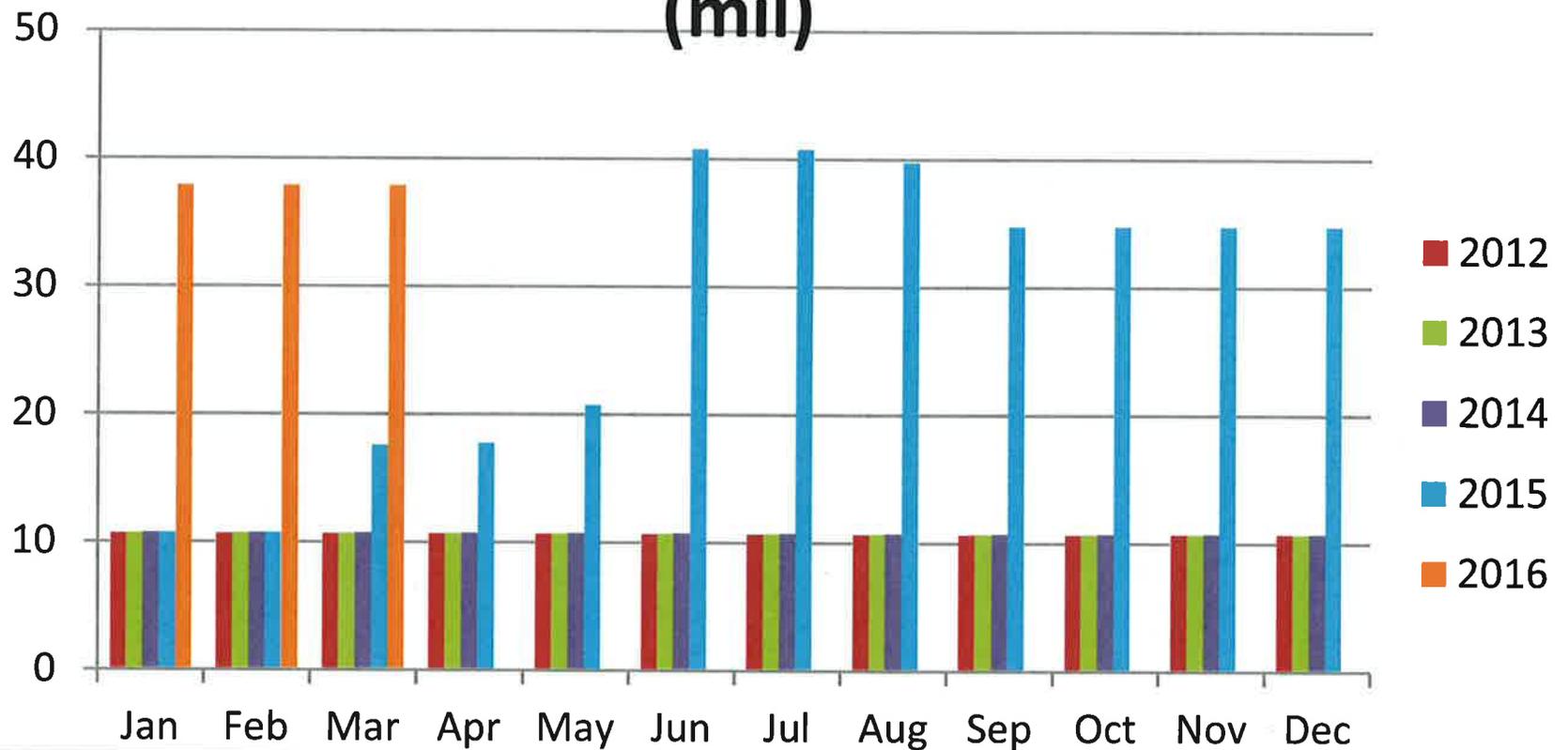
### March Comparison of Available General Cash (mil)



# City of Colton General Pooled Cash(mil)



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



## City of Colton Electric Cash (mil)



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

Investments under Bond Indentures

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| TRUSTEE<br>Bond Issue  | ISSUER             | DATE OF<br>MATURITY | PAR<br>AMOUNT       | COST                | FAIR MKT.<br>VALUE  | YIELD |
|------------------------|--------------------|---------------------|---------------------|---------------------|---------------------|-------|
| <b>Union Bank</b>      |                    |                     |                     |                     |                     |       |
| 1998 Water Bonds-R     | Morgan Grnty Trust | 3/1/2030            | \$ 702,500          | \$ 702,500          | \$ 702,500          | 5.30% |
| 1998 Water Bonds-C     | Blackrock Prov.    | Daily               | 23,161              | 23,161              | 23,161              | 0.19% |
| 2000 Wastewater B-R    | GE GIC             | 3/1/2025            | 412,658             | 412,658             | 412,658             | 6.15% |
| 2012 Electric Bonds-PP | Blackrock Prov.    | Daily               | 2,157,653           | 2,157,653           | 2,157,653           | 0.01% |
| 2012 Electric Bonds-R  | FFCB               | 11/27/2017          | 2,765,042           | 2,770,000           | 2,768,006           | 0.87% |
| 2012 Electric Bonds-R  | Blackrock Prov.    | Daily               | 16,457              | 16,457              | 16,457              | 0.01% |
| 2007A Bonds-PP         | Blackrock Prov.    | Daily               | 1,338,406           | 1,338,406           | 1,338,406           | 0.13% |
| CFD 89-2               | LAIF               | Daily               | 275,015             | 275,015             | 275,015             | 0.47% |
|                        |                    |                     | <u>\$ 7,690,892</u> | <u>\$ 7,695,850</u> | <u>\$ 7,693,856</u> |       |

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

**Investments under Bond Indentures**

**PAGE 3**

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

**Total Held by Trustees**

\$ 12,211,696    \$ 12,216,654    \$ 12,214,660

**TOTAL CITY CASH AND INVESTMENTS**

**\$ 87,312,422**

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

**PAGE 4**

| <b>BANK OF AMERICA-GENERAL ACCT</b> |            | <b>DATE OF</b>  | <b>AMOUNT</b> | <b>COST</b>  | <b>FAIR MKT.</b> | <b>YIELD</b> |
|-------------------------------------|------------|-----------------|---------------|--------------|------------------|--------------|
|                                     |            | <b>MATURITY</b> |               |              | <b>VALUE</b>     |              |
| Hermosa Endowment                   | Gen ledger | Daily           | \$ 673,315    | \$ 673,315   | \$ 673,315       | 0.15%        |
| Asset Seizure-Fed                   | Gen ledger | Daily           | \$ 122,861    | \$ 122,861   | \$ 122,861       | 0.15%        |
| Asset Seizure-State                 | Gen ledger | Daily           | \$ 60,576     | \$ 60,576    | \$ 60,576        | 0.15%        |
| Cash Evidence                       | Gen ledger | Daily           | \$ 207,554    | \$ 207,554   | \$ 207,554       | 0.15%        |
| Seizure-Lit                         | Gen ledger | Daily           | \$ 33,349     | \$ 33,349    | \$ 33,349        | 0.15%        |
| CFD 87-1                            | Gen ledger | Daily           | 29,976        | 29,976       | 29,976           | 0.15%        |
| CFD 88-1                            | Gen ledger | Daily           | 291,108       | 291,108      | 291,108          | 0.15%        |
| CFD 89-1                            | Gen ledger | Daily           | \$ 432,817    | \$ 432,817   | \$ 432,817       | 0.15%        |
| CFD 89-2                            | Gen ledger | Daily           | \$ 349,869    | \$ 349,869   | \$ 349,869       | 0.15%        |
| CFD 90-1                            | Gen ledger | Daily           | \$ 140,864    | \$ 140,864   | \$ 140,864       | 0.15%        |
| <b>Total</b>                        |            |                 | \$ 2,342,289  | \$ 2,342,289 | \$ 2,342,289     |              |

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

|                                              | <b>Fund Total</b> |
|----------------------------------------------|-------------------|
| 100 GENERAL FUND                             | 2,242,047.35      |
| 150 TREASURERS ACCOUNT GROUP                 | 22,473.95         |
| 206 COMMUNITY CHILD CARE                     | 107,981.50        |
| 210 SPECIAL GAS TAX                          | 621,480.12        |
| 211 LIBRARY GRANT FUND                       | 19,532.54         |
| 212 STATE TRAFFIC RELIEF FUND                | 49.45             |
| 214 POLLUTION REDUCTION FUND                 | 420,153.57        |
| 215 COMMUNITY DEV ACT FUND                   | (256,835.19)      |
| 217 DRUG/GANG INTERVENTION                   | 14,855.95         |
| 218 MEASURE I FUND                           | 2,755,661.69      |
| 220 ViTep                                    | 75,684.98         |
| 225 MISC GRANTS                              | (633,054.88)      |
| 240 HOST CITY FEES - CIP                     | 312,161.09        |
| 248 PARK DEVELOPMENT FUND                    | 464,781.52        |
| 249 TRAFFIC IMPACT FUND                      | 1,874,512.17      |
| 250 NEW FACILITIES DEVELOPMENT FEE           | 160,359.61        |
| 251 CIVIC CENTER DEVELOPMENT FEE             | 20,559.70         |
| 252 FIRE FACILITY DEVELOPMENT FEE            | 41,968.01         |
| 253 POLICE FACILITY DEVELOPMENT FEE          | 24,000.31         |
| 261 ASSET FORFEITURE                         | 183,436.24        |
| 350 PFA Debt Fund                            | 2,110,929.59      |
| 357 POB-Non Enterprise                       | 128,257.05        |
| 358 PENSION OBLIGATION DEBT SERVICE          | 1,313,436.38      |
| 364 WATER IMPRVMT DIST A                     | 4,190.95          |
| 450 Capital Improvement Projects             | 71,753.27         |
| 451 Colton Crossing Fund                     | 2,257,768.89      |
| 520 ELECTRIC UTILITY                         | 41,118,942.57     |
| Restricted                                   | 19,634,522.00     |
| Rate Stabilization                           | 21,484,420.57     |
| 521 WATER UTILITY                            | 6,869,123.04      |
| 522 WASTEWATER UTILITY                       | 10,801,806.34     |
| 523 SOLID WASTE                              | 240,518.17        |
| 526 PUBLIC BENEFIT FUND                      | 2,375,311.39      |
| 560 CEMETARY ENDOWMENT CARE                  | 1,136,015.46      |
| 605 Facility & Equipment Maintenance Fund    | 111,185.80        |
| 606 INFORMATION SERVICES FUND                | 1,212,550.30      |
| 607 INSURANCE FUND                           | 2,560,195.72      |
| 608 AUTOMOTIVE SHOP                          | 166,514.14        |
| 701 LLMD #2                                  | (9,014.30)        |
| 702 LLMD #1                                  | (88,138.84)       |
| 703 CFD 87-1 DEBT SERVICE                    | 29,975.70         |
| 707 CFD 88-1 DEBT SERVICE                    | 291,107.55        |
| 722 STORM WATER                              | 161,270.71        |
| 734 CFD 89-2 CONSTRUCTION                    | 0.98              |
| 744 CFD 89-1 DEBT SERVICE                    | 440,060.41        |
| 745 CFD 89-2 DEBT SERVICE                    | 624,884.73        |
| 762 TRUST AND AGENCY                         | 1,446,427.80      |
| 781 CFD 90-1 DEBT SERVICE                    | 410,759.51        |
| 850 Redevelopment Obligation Retirement Fund | 2,559,436.33      |
| 851 Successor Agency Administration          | 69,473.01         |

|                                             |                      |
|---------------------------------------------|----------------------|
| 855 Housing Auth - RM PARK DEVELOPMENT      | (4,249,309.80)       |
| 856 Housing Auth - RANCHO MED BOND PROCEEDS | (6,150,293.36)       |
| 864 Housing Auth - LOW/MOD BOND PROCEEDS    | 4,907,640.41         |
| 865 Housing Auth - RANCHO MED CHFA          | 4.24                 |
| 870 Housing Auth - RM PARK OPERATIONS       | 5,419,411.24         |
| 874 Housing Auth - LOW/MOD DEBT SERVICE     | (1,050,944.10)       |
| 890 Successor Agcy-RDA - LONG TERM DEBT GRP | (75,725.37)          |
| 898 Housing Auth - LOW/MOD CAPITAL PROJECTS | <u>(68,687.73)</u>   |
| <b>Grand Total:</b>                         | <b>85,618,647.86</b> |

**Reconciling Items:**

|                                                                |                             |
|----------------------------------------------------------------|-----------------------------|
| Outstanding checks and adjustments                             | 1,965,498.59                |
| Interest/Dividends/Gains on Investments/Cash with fiscal Agent | 17,322.62                   |
| Deposits intransit                                             | (134,562.07)                |
| City Investment in CFD's -adjustments to be posted             | 150,098.50                  |
| Petty cash not reflected in this report                        | 5,000.00                    |
| Timing Difference ( including rounding difference of \$1.64 )  | <u>(309,583.50)</u>         |
| <b>Total per Treasurer's Report</b>                            | <b><u>87,312,422.00</u></b> |

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 17, 2016

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

INVOCATION/FLAG SALUTE

Pastor Johnny DelaRosa, Echoes of Love Ministry

CITY COUNCIL ROLL CALL

Council Members Present

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

Staff Present

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

Council Members Absent

None

CEREMONIAL MATTERS *Presentations, Awards, Proclamations*

- Presentation - Dr. D. L. Van Voorhis

City Manager Smith made introductory remarks regarding life-long resident and philanthropist Dr. D.L. Van Voorhis on his donation of a sculptured bust of David Colton of whom the City of Colton is named; accepted by Mayor DeLaRosa on behalf of the citizens of the City of Colton; the bust will be on display in the entryway/reception area of the City of Colton City Hall.

- Presentation - Colton Teacher Appreciation Day

CM González announced May 2016 National Teachers Month in conjunction with the first Colton Teacher Appreciation Day; the following Teachers representing the Colton Joint Unified School District were in attendance and received a Certificate of Recognition from the Mayor and Members of the Colton City Council and a Certificate of Recognition on behalf of Assembly Member Cheryl R. Brown, State of California/District 47:

Anne Alwan, Jennie Blinkinsop, Andrea Bragg, Norma Caballero, Ian Chavez, Griselda Cortes, Martha Eaton, Martha Eaton, Kenna Gardner, Layne Gardner, Luis González, Sharon Granado, Valeria Green, Sandra Harworth, Christina Hornbeak, Michelle, Lopez, Rosa Lopez, Geri Marquez, Robert Montana, Liza Morales, Annamaria Reyes, Ashton Reynosa, Lisa Rios, Janis Rodriguez, Martha Ruggles, Virginia Scarbrough, Starlet Taylor, Jennifer Thompson-Thalasio, Lori Walton, and Teacher (*Councilmember*) Deidre Bennett.

## MAYOR AND COUNCIL ITEMS

POSSIBLE CONFLICT OF INTEREST DISCLOSURES FOR THE COUNCIL MEETING OF MAY 17, 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.

### APPOINTMENTS

- League of CA Cities Inland Empire Division (LCC-IED) Legislative Task Force - Appointment of two Council Members and one staff liaison.

The following names were presented:

Main Member: CM Toro

Alternate Member: MPT Suchil

Staff Liaison: City Manager Smith

Full consensus of Councilmembers present; appointments ratified as announced.

## MAYOR AND COUNCIL DISCUSSION AND POSSIBLE ACTION ITEMS

- 2016 Legislative Plan.

CM Suchil brought this item forward for discussion and direction to staff; discussion concluded with direction by Council to City Manager Smith and with assistance of staff to establish a 2016 Legislative Plan that will support the Council's goal of promoting Colton's legislative agenda; the pursuit of federal and state funding for major public projects; using the guidelines in place under the City of Colton Administrative Policy, Subject: Legislative Program, dated September 17, 2013. Consensus of Councilmembers present as suggested by City Manager Smith the 2016 Legislative Program will be brought before Council for review, discussion and direction after the Budget sessions are completed.

### PUBLIC COMMENT

The following community members addressed the Council: Susan Garrido, and Adrian Memeses.

### CONSENT CALENDAR

Mayor DeLaRosa presented the Consent Calendar Items 1 through 9.

City Attorney Campos requested Item 6 pulled from the Consent Calendar; to be tabled and return at a later date for discussion and action; no objection by Councilmembers present.

Councilmembers present selected items for discussion and clarification by staff: CM González/CM Jorin, Item 4; CM Jorin, Item 5, and Item 7; and Mayor DeLaRosa, Item 8.

Motion and Second by CM Navarro/CM Bennett to approve the Consent Calendar Items 1 through 9; with Item 6, tabled.

Vote: Unanimous vote.

- (1) Minutes – Approval of Minutes for the City Council Regular Meeting Held May 3, 2016 on File in the Office of the City Clerk.
- (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.
- (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. 0-07-93 and Colton Municipal Code Chapter 2.43; and 3) Ordinance No. 0-16-02 and amending Colton Municipal Code section 2.30.020 for the purpose of disbanding inactive committees and boards, ORDINANCE NO. O-10-16.
- (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.
- (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.
- (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. (Item Tabled)**
- (7) Recruitment for Water Conservation Specialist – Authorize recruitment for the Water Conservation Specialist Position, and authorize the City Manager to fill this position.
- (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-33A-16, R-34-16 and R-38-16.
- (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.

#### PUBLIC HEARING

- (10) Public Hearing and Appeal – Rebbur, LLC – File Index No. DAP-001-309

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 DeLaRosa declared the Public Hearing Open.

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

#### Staff Presentation

Mario Suarez, Senior Planner, Development Services, presented for Council consideration an explanation in response to the Appeal/File Index Number Dap-001-187 and to uphold the Planning Commission's decision (*in its entirety*) to Modify Conditional Use Permit (CUP) and Variances, subject to findings and conditions of approval.

#### Public Comment

The following audience members addressed the Council:

David Starr, Applicant, spoke against the Planning Commission decision;

John McClendon, Attorney for Applicant, spoke against the Planning Commission decision;

Richard Prieto, Planning Commission Chairperson, spoke in support of the Planning Commission decision; and,

Gary Grossich, Planning Commissioner, spoke in support of the Planning Commission decision.

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

Vote: Unanimous vote.

#### Council Discussion

Discussion and discernment by Councilmembers present with clarification provided by staff and Applicant: Director Tomich; Senior Planner Suarez; Fire Chief McHargue; and Applicant Starr.

Motion and Second by Mayor DeLaRosa/MPT Suchil to uphold the Planning Commission's decision in its entirety; approve and adopt Resolution(s) R-35-16 (MCUP) and R-36-16 (Variance).

Vote: Unanimous vote.

#### 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*)

#### Staff Presentation

CM Toro presented for Council consideration and adoption of ordinance amending Title 7 of the Colton Municipal Code. The ordinance was initially submitted to Council for approval at the April 19, 2016 Regular Council Meeting; upon discussion the item was referred back to the ad hoc committee for further clarification; items of concern were evaluated and incorporated in the redline version which is part of the documentation of the Agenda Report.

#### Council Discussion

Discussion and discernment by Councilmembers present with clarification provided by CM Toro and City Attorney Campos.

Consensus by Councilmembers present regarding Title 7, Section 7.02.040 to add verbiage as it relates to obtaining a warrant to enter an inhabited dwelling or a locked yard, warrant needs to indicate 'probable cause'; and to approve the ordinance with the caveat to return in 12 months after approval of ordinance to evaluate the nuisance level as a result of an increase in the allowable number of dogs and cats allowed in dwelling units.

A consensus as to number of animals per household was not reached.

Public Comment

The following community members addressed the Council: Elizabeth Oreck, Pamala Hall, and Dale Bartlett.

Motion and Second by CM Toro/MPT Suchil to waive full reading, read by title only, introduce Ordinance No. O-09-06; add verbiage when obtaining a warrant to enter an inhabited dwelling or a locked yard, warrant needs to indicate 'probable cause'; and return in 12 months after approval of ordinance to evaluate the nuisance level as a result of an increase in the allowable number of dogs and cats allowed in dwelling units.

Vote: Motion carried with CM Jorin/CM González voting NO.

MAYOR AND COUNCIL ORAL REPORTS AND COMMENTS

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

CITY MANAGER'S REPORTS

City Manager Smith announced to Council the City closed escrow at Rancho Med. this date.

ADJOURNMENT

At 8:36 p.m., Mayor DeLaRosa adjourned the Regular Council Meeting.

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Carolina R. Padilla  
City Clerk

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## STAFF REPORT

DATE: JUNE 07, 2016  
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
 FROM: BILL SMITH, CITY MANAGER  
 PREPARED BY: ANITA AGRAMONTE, FINANCE DIRECTOR *AA*  
 SUBJECT: APPROVAL OF ACCOUNTS PAYABLE VOUCHERS AND PAYROLL DISBURSEMENTS

### RECOMMENDED ACTION

It is recommended that the City Council approve voucher numbers 155915 to 156074 dated 05/12/2016 and totaling \$1,281,998.28; voucher numbers 156077 to 156217 dated 05/19/2016 and totaling \$1,908,171.62; voucher numbers 156220 to 156307 dated 05/24/2016 and totaling \$781,253.55, less voided checks totaling \$1,022.14 and a payroll disbursement listing for the period 04/23/2016 to 05/10/2016 and totaling \$755,254.32.

### 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                                  |

Bank code : boa

| Voucher        | Date      | Vendor                              | Invoice    | PO #   | Description/Account                                          | Amount          |
|----------------|-----------|-------------------------------------|------------|--------|--------------------------------------------------------------|-----------------|
| 155915         | 5/12/2016 | 000788 AT & T                       | 2654686203 | 015670 | ELEC- FRAME CIRCUIT CHARGES<br>520-8000-8001-2310-0930-200   | 250.56          |
| <b>Total :</b> |           |                                     |            |        |                                                              | <b>250.56</b>   |
| 155916         | 5/12/2016 | 093748 AG PRO'S WEED & PEST CONTROL | #1         | 015673 | W- WEED ABATEMENT<br>521-8100-8101-2350-0000-000             | 1,185.00        |
| <b>Total :</b> |           |                                     |            |        |                                                              | <b>1,185.00</b> |
| 155917         | 5/12/2016 | 000289 AIRGAS USA, LLC              | 9050063973 | 015718 | W- OXYGEN & WELDING SUPPLIES<br>521-8100-8101-2301-0000-000  | 105.23          |
|                |           |                                     | 9050529982 | 015713 | WW- OXYGEN & WELDING SUPPLIES<br>522-8200-8200-2255-0000-000 | 77.31           |
|                |           |                                     | 9935441177 | 015718 | W- OXYGEN & WELDING SUPPLIES<br>521-8100-8101-2301-0000-000  | 91.23           |
| <b>Total :</b> |           |                                     |            |        |                                                              | <b>273.77</b>   |
| 155918         | 5/12/2016 | 060326 ALDEEN, BRIANA               | FIRST AID  |        | C. CARE- FIRST AID TRAINING<br>206-7200-7203-1160-0000-000   | 60.00           |
| <b>Total :</b> |           |                                     |            |        |                                                              | <b>60.00</b>    |
| 155919         | 5/12/2016 | 092430 ALLIANCE BUS LINES INC.      | 53816      | 016264 | C. CAR- BUS TRANSPORTATION<br>206-7200-7203-2350-0000-000    | 624.56          |
| <b>Total :</b> |           |                                     |            |        |                                                              | <b>624.56</b>   |
| 155920         | 5/12/2016 | 026370 ALLSTAR FIRE EQUIPMENT INC   | 122392     | 015433 | FIRE- SAFETY GEAR<br>100-6090-6091-1180-0000-000             | 1,426.68        |
|                |           |                                     | 189637     | 015453 | FIRE- SAFETY BOOTS<br>100-6090-6091-1180-0000-000            | 270.00          |
|                |           |                                     | 189637-2   | 015433 | FIRE- SAFETY GEAR<br>100-6090-6091-1180-0000-000             | 181.44          |
| <b>Total :</b> |           |                                     |            |        |                                                              | <b>1,878.12</b> |
| 155921         | 5/12/2016 | cbc0716 AMERICAN CAPITAL            | 01980360   |        | CLOSING BILL CREDIT<br>521-2450-000                          | 676.34          |
| <b>Total :</b> |           |                                     |            |        |                                                              | <b>676.34</b>   |

Bank code : boa

| Voucher | Date      | Vendor                   | Invoice      | PO #   | Description/Account          | Amount          |
|---------|-----------|--------------------------|--------------|--------|------------------------------|-----------------|
| 155922  | 5/12/2016 | 046028 AT & T            | 2532447-0416 |        | PD- TELEPHONE SERVICES       |                 |
|         |           |                          |              | 054153 | 100-6070-6071-2310-0000-000  | 553.81          |
|         |           |                          | 2545539-0416 |        | PD- TELEPHONE SERVICES       |                 |
|         |           |                          |              | 054153 | 100-6070-6071-2310-0000-000  | 48.81           |
|         |           |                          | 2545540-0416 |        | PD- TELEPHONE SERVICES       |                 |
|         |           |                          |              | 054153 | 100-6070-6071-2310-0000-000  | 48.81           |
|         |           |                          | 3438452-0416 |        | PD- TELEPHONE SERVICES       |                 |
|         |           |                          |              | 054153 | 100-6070-6071-2310-0000-000  | 399.07          |
|         |           |                          | 3813148-0416 |        | FIRE- TELEPHONE SERVICES     |                 |
|         |           |                          |              | 054153 | 100-6090-6091-2310-0000-000  | 90.93           |
|         |           |                          | 5129287-0416 |        | I.S.- TELEPHONE SERVICES     |                 |
|         |           |                          |              | 054153 | 606-6040-6044-2310-0000-000  | 393.37          |
|         |           |                          | 5141746-0416 |        | C. CARE- TELEPHONE SERVICES  |                 |
|         |           |                          |              | 054153 | 206-7200-7202-2310-0000-000  | 18.14           |
|         |           |                          | 7830875-0416 |        | DEV SVCS- TELEPHONE SERVICES |                 |
|         |           |                          |              | 054153 | 100-6300-6301-2310-0000-000  | 18.26           |
|         |           |                          | 7832679-0416 |        | C. CARE- TELEPHONE SERVICES  |                 |
|         |           |                          |              | 054153 | 206-7200-7202-2310-0000-000  | 18.14           |
|         |           |                          | 7837506-0416 |        | PD- TELEPHONE SERVICES       |                 |
|         |           |                          |              | 054153 | 100-6070-6071-2310-0000-000  | 16.26           |
|         |           |                          | 8243506-0416 |        | C. CARE- TELEPHONE SERVICES  |                 |
|         |           |                          |              | 054153 | 206-7200-7202-2310-0000-000  | 119.74          |
|         |           |                          | 8252211-0416 |        | PD- TELEPHONE SERVICES       |                 |
|         |           |                          |              | 054153 | 100-6070-6071-2310-0000-000  | 25.49           |
|         |           |                          | 8720162-0416 |        | I.S.- TELEPHONE SERVICE      |                 |
|         |           |                          |              | 054153 | 606-6040-6044-2310-0000-000  | 18.12           |
|         |           |                          |              |        | <b>Total :</b>               | <b>1,768.95</b> |
| 155923  | 5/12/2016 | 000205 AT&T              | 8410909-0416 |        | W- TELEPHONE SERVICES        |                 |
|         |           |                          |              | 054152 | 522-8200-8200-2310-0000-000  | 33.29           |
|         |           |                          |              |        | <b>Total :</b>               | <b>33.29</b>    |
| 155924  | 5/12/2016 | 093447 AVAYA INC.        | 2733666427   |        | I.S.- PHONE SYSTEM MAINT.    |                 |
|         |           |                          |              | 015603 | 606-6040-6044-2310-0000-000  | 2,275.90        |
|         |           |                          |              |        | <b>Total :</b>               | <b>2,275.90</b> |
| 155925  | 5/12/2016 | cbc0699 AZARNIA, PARINAZ | 00271020     |        | CLOSING BILL CREDIT          |                 |

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| Voucher | Date      | Vendor                             | Invoice     | PO #   | Description/Account                                       | Amount            |
|---------|-----------|------------------------------------|-------------|--------|-----------------------------------------------------------|-------------------|
| 155925  | 5/12/2016 | cbc0699 AZARNIA, PARINAZ           | (Continued) |        | 520-2450-232                                              | 160.92            |
|         |           |                                    |             |        | <b>Total :</b>                                            | <b>160.92</b>     |
| 155926  | 5/12/2016 | cbc0708 BALDERAS, DELIA            | 00503115    |        | CLOSING BILL CREDIT<br>520-2450-232                       | 19.80             |
|         |           |                                    |             |        | <b>Total :</b>                                            | <b>19.80</b>      |
| 155927  | 5/12/2016 | 093492 BATTERY SYSTEMS INC.        | 3515409     | 016342 | INV- AUTOMOTIVE BATTERIES<br>100-1510-000<br>100-1510-000 | 1,156.32<br>92.50 |
|         |           |                                    |             |        | <b>Total :</b>                                            | <b>1,248.82</b>   |
| 155928  | 5/12/2016 | cbc0722 BOUZ, JENNIFER             | 00893665    |        | CLOSING BILL CREDIT<br>520-2450-232                       | 59.55             |
|         |           |                                    |             |        | <b>Total :</b>                                            | <b>59.55</b>      |
| 155929  | 5/12/2016 | 093948 BRAUN BLAISING MCLAUGHLIN & | 16048       | 015814 | ELEC- LEGAL SERVICES<br>520-8000-8001-2350-0923-000       | 1,662.80          |
|         |           |                                    |             |        | <b>Total :</b>                                            | <b>1,662.80</b>   |
| 155930  | 5/12/2016 | 092138 B'S POOL SUPPLIES           | 80880       | 015529 | COMM SVCS- CHLORINE<br>100-6200-6203-2250-0000-000        | 620.76            |
|         |           |                                    |             |        | <b>Total :</b>                                            | <b>620.76</b>     |
| 155931  | 5/12/2016 | cbc0686 BUCIO, HECTOR              | 00760550    |        | CLOSING BILL CREDIT<br>520-2450-232                       | 86.15             |
|         |           |                                    |             |        | <b>Total :</b>                                            | <b>86.15</b>      |
| 155932  | 5/12/2016 | cbc0704 BYRNS, WALTER              | 00191330    |        | CLOSING BILL CREDIT<br>521-2450-000                       | 155.15            |
|         |           |                                    |             |        | <b>Total :</b>                                            | <b>155.15</b>     |
| 155933  | 5/12/2016 | 093834 CADD OFFLOAD                | 0113        | 015933 | CDBG- ENGINEERING SUPPORT<br>215-1501-6920-3890-0000-000  | 210.00            |
|         |           |                                    |             | 015933 | 215-1502-6920-3890-0000-000                               | 300.00            |
|         |           |                                    |             | 015933 | 215-1503-6920-3890-0000-000                               | 210.00            |
|         |           |                                    |             | 015933 | 450-1509-6970-3890-0000-000                               | 90.00             |

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| 155933  | 5/12/2016 | 093834 CADD OFFLOAD                   | (Continued) |        |                             |                 |
|         |           |                                       |             | 015933 | 218-1601-6150-3890-0000-000 | 240.00          |
|         |           |                                       |             | 015933 | 218-1602-6150-3890-0000-000 | 270.00          |
|         |           |                                       |             | 015933 | 218-1510-6150-3890-0000-000 | 60.00           |
|         |           |                                       |             |        | <b>Total :</b>              | <b>1,380.00</b> |
| 155934  | 5/12/2016 | 015809 CALOLYMPIC GLOVE &             | 350593      |        | INV- SAFETY SUPPLIES        |                 |
|         |           |                                       |             | 016332 | 100-1500-000                | 759.10          |
|         |           |                                       |             |        | 100-1500-000                | 60.73           |
|         |           |                                       | 350595      |        | INV- SAFETY SUPPLIES        |                 |
|         |           |                                       |             | 016332 | 100-1500-000                | 399.78          |
|         |           |                                       |             |        | 100-1500-000                | 67.70           |
|         |           |                                       |             |        | <b>Total :</b>              | <b>1,287.31</b> |
| 155935  | 5/12/2016 | 029695 CALPORTLAND CEMENT             | 92809084    |        | W- CONCRETE MATERIAL        |                 |
|         |           |                                       |             | 015773 | 521-8100-8101-2301-0000-000 | 28.16           |
|         |           |                                       |             |        | <b>Total :</b>              | <b>28.16</b>    |
| 155936  | 5/12/2016 | cbc0710 CAO, DAVID                    | 00248046    |        | CLOSING BILL CREDIT         |                 |
|         |           |                                       |             |        | 520-2450-232                | 70.98           |
|         |           |                                       |             |        | <b>Total :</b>              | <b>70.98</b>    |
| 155937  | 5/12/2016 | 045027 CDW GOVERNMENT                 | CSD3733     |        | ELEC- COMPUTER EQUIP.       |                 |
|         |           |                                       |             | 054158 | 520-8000-8002-2301-0921-000 | 308.82          |
|         |           |                                       |             |        | <b>Total :</b>              | <b>308.82</b>   |
| 155938  | 5/12/2016 | 003817 CENTERPOINTE CAR WASH          | MARCH 16    |        | CAR WASHES (VARIOUS DEPT'S) |                 |
|         |           |                                       |             | 054159 | 100-6090-6091-2210-0000-000 | 29.98           |
|         |           |                                       |             | 054159 | 520-8000-8005-2210-0933-000 | 44.97           |
|         |           |                                       |             | 054159 | 100-6200-6200-2210-0000-000 | 247.34          |
|         |           |                                       |             | 054159 | 100-6070-6071-2210-0000-000 | 868.43          |
|         |           |                                       |             |        | <b>Total :</b>              | <b>1,190.72</b> |
| 155939  | 5/12/2016 | cbc#6917 CENTURY 21 LOIS LAUER REALTY | 00471880    |        | CLOSING BILL CREDIT         |                 |
|         |           |                                       |             |        | 520-2450-232                | 165.00          |
|         |           |                                       |             |        | <b>Total :</b>              | <b>165.00</b>   |
| 155940  | 5/12/2016 | cbc0700 CHAIREZ, AMANDA               | 00550620    |        | CLOSING BILL CREDIT         |                 |

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|---------|-----------|----------------------------------|------------------|------------------|-----------------------------------------------------------------------------------------|--------------------|
| 155940  | 5/12/2016 | cbc0700 CHAIREZ, AMANDA          | (Continued)      |                  | 520-2450-232                                                                            | 325.08             |
|         |           |                                  |                  |                  | <b>Total :</b>                                                                          | <b>325.08</b>      |
| 155941  | 5/12/2016 | 093913 CHAMPION ELECTRIC, INC.   | 4397             | 015990           | W- ELECTRICAL INSTALLATION SVC<br>521-8100-8101-2411-0000-000                           | 1,120.00           |
|         |           |                                  |                  |                  | <b>Total :</b>                                                                          | <b>1,120.00</b>    |
| 155942  | 5/12/2016 | cbc0707 CHENG, JEAN              | 00471550         |                  | CLOSING BILL CREDIT<br>520-2450-232                                                     | 112.02             |
|         |           |                                  |                  |                  | <b>Total :</b>                                                                          | <b>112.02</b>      |
| 155943  | 5/12/2016 | 001005 CITY OF COLTON            | CK#313188-313310 |                  | WORKERS COMP CLAIMS<br>607-1110-000                                                     | 120,695.58         |
|         |           |                                  |                  |                  | <b>Total :</b>                                                                          | <b>120,695.58</b>  |
| 155944  | 5/12/2016 | 093630 CIVICPLUS MARKETING       | 158353           | 016379           | I.S.- CITY WEBSITE SUBSCRIPTION<br>606-6040-6044-2315-0000-000                          | 6,730.08           |
|         |           |                                  |                  |                  | <b>Total :</b>                                                                          | <b>6,730.08</b>    |
| 155945  | 5/12/2016 | cbc0687 CLINTON, CLOVER          | 00570045         |                  | CLOSING BILL CREDIT<br>520-2450-232                                                     | 220.76             |
|         |           |                                  |                  |                  | <b>Total :</b>                                                                          | <b>220.76</b>      |
| 155946  | 5/12/2016 | cbc0693 CORIA, LEONARDO          | 00511700         |                  | CLOSING BILL CREDIT<br>520-2450-232                                                     | 135.50             |
|         |           |                                  |                  |                  | <b>Total :</b>                                                                          | <b>135.50</b>      |
| 155947  | 5/12/2016 | 092635 CRITERION AUTOMATION INC. | 1604-SCAD66      | 015585<br>015585 | W- SCADA SYSTEMS SERVICES<br>521-8100-8101-2350-0000-000<br>522-8200-8200-2350-0000-000 | 854.00<br>2,754.50 |
|         |           |                                  |                  |                  | <b>Total :</b>                                                                          | <b>3,608.50</b>    |
| 155948  | 5/12/2016 | 040945 CSR COMPANY               | 15998            | 015852           | W- A/C & VENTILATION MAINT.<br>521-8100-8101-2350-0000-000                              | 125.00             |
|         |           |                                  |                  |                  | <b>Total :</b>                                                                          | <b>125.00</b>      |
| 155949  | 5/12/2016 | 093570 CSU SAN BERNARDINO        | MSC0016192       |                  | C. CARE- AMERICA READ TUTORS                                                            |                    |

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| 155949  | 5/12/2016 | 093570 CSU SAN BERNARDINO               | (Continued) | 015444 | 206-7200-7202-2350-0000-000                                    | 160.20        |
|         |           |                                         |             |        | <b>Total :</b>                                                 | <b>160.20</b> |
| 155950  | 5/12/2016 | 003952 DAILY JOURNAL CORP               | B2852482    |        | DEV SVCS- LEGAL PUBLICATIONS<br>100-6300-6302-2340-0000-000    | 204.60        |
|         |           |                                         | B2853331    |        | C. CLERK- LEGAL PUBLICATIONS<br>100-6010-6010-2340-0000-000    | 123.20        |
|         |           |                                         | B2855635    |        | DEV SVCS- LEGAL PUBLICATION<br>100-6300-6302-2340-0000-000     | 259.60        |
|         |           |                                         |             |        | <b>Total :</b>                                                 | <b>587.40</b> |
| 155951  | 5/12/2016 | cbc0709 DELAVERGNE, SUZANNE             | 00541220    |        | CLOSING BILL CREDIT<br>520-2450-232                            | 103.37        |
|         |           |                                         |             |        | <b>Total :</b>                                                 | <b>103.37</b> |
| 155952  | 5/12/2016 | 043438 DELL COMPUTER CORPORATION        | XJX6X1174   | 054166 | ELEC- COMPUTER EQUIPMENT<br>520-8000-8009-2225-0548-000        | 54.42         |
|         |           |                                         |             |        | <b>Total :</b>                                                 | <b>54.42</b>  |
| 155953  | 5/12/2016 | 058874 DIVISION OF THE STATE, ARCHITECT | Q3-16       |        | DISABILITY ACCESS & EDUCATION FEE<br>762-2223-000              | 1,443.00      |
|         |           |                                         |             |        | 762-2224-000                                                   | -1,010.00     |
|         |           |                                         |             |        | <b>Total :</b>                                                 | <b>433.00</b> |
| 155954  | 5/12/2016 | 000149 DUNN-EDWARDS CORP                | 5439699     | 054167 | W- PAINT SUPPLIES<br>521-8100-8101-2411-0000-000               | 11.66         |
|         |           |                                         | 5439768     | 054167 | W- PAINT SUPPLIES<br>521-8100-8101-2411-0000-000               | 276.26        |
|         |           |                                         |             |        | <b>Total :</b>                                                 | <b>287.92</b> |
| 155955  | 5/12/2016 | 033495 ELECTRONICS WAREHOUSE            | T-119715    | 054168 | ELEC- ELECTRICAL SUPPLIES<br>520-8000-8003-2255-0592-100       | 5.38          |
|         |           |                                         |             |        | <b>Total :</b>                                                 | <b>5.38</b>   |
| 155956  | 5/12/2016 | 092862 ELLIOTT'S PET EMPORIUM           | 05/04/16    |        | C. CARE- SUPPLIES FOR FISH TANK<br>206-7200-7202-2301-0000-000 | 204.47        |

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|---------|-----------|---------------------------------------|------------------------|------------------|---------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|
| 155956  | 5/12/2016 | 092862 092862 ELLIOTT'S PET EMPORIUM  | (Continued)            |                  |                                                                                                                     | <b>Total : 204.47</b>                           |
| 155957  | 5/12/2016 | 093628 ENERGY MANAGEMENT LLC          | 04                     | 016065           | ELEC- PROF SVCS- BIOGAS SUPPLIES<br>520-8000-8001-2350-0923-000                                                     | 510.00<br><b>Total : 510.00</b>                 |
| 155958  | 5/12/2016 | 093309 FEDEX NATIONAL LTL             | 5-253-12948            | 016351           | PW- MAILING SERVICE<br>100-6150-6151-2300-0000-000                                                                  | 25.84<br><b>Total : 25.84</b>                   |
| 155959  | 5/12/2016 | 001422 FERGUSON ENTERPRISES INC #1350 | 2903357<br>2907100     | 054171<br>054171 | W- PLUMBING SUPPLIES<br>521-8100-8101-2411-0000-000<br>W- PLUMBING SUPPLIES<br>521-8100-8101-2301-0000-000          | 240.45<br>245.94<br><b>Total : 486.39</b>       |
| 155960  | 5/12/2016 | cbc0696 FERRER, SHERYL                | 00212505               |                  | CLOSING BILL CREDIT<br>520-2450-232                                                                                 | 178.13<br><b>Total : 178.13</b>                 |
| 155961  | 5/12/2016 | 093928 FLYERS ENERGY, LLC             | 16-247198<br>16-247497 | 054201<br>054201 | INV- FUEL<br>100-1530-000<br>FIRE- DIESEL FUEL<br>100-6090-6091-2210-0000-000                                       | 13,533.67<br>974.71<br><b>Total : 14,508.38</b> |
| 155962  | 5/12/2016 | 093573 GARDA CL WEST, INC.            | 10201642               | 015411           | C. TREASURER- CASH TRANSPORT SVC<br>100-6060-6060-2350-0000-000                                                     | 462.50<br><b>Total : 462.50</b>                 |
| 155963  | 5/12/2016 | 000230 GAS COMPANY                    | 107-621-0400-7-0416    | 054174           | WW- GAS SERVICES<br>522-8200-8200-2320-0000-000                                                                     | 6,181.32<br><b>Total : 6,181.32</b>             |
| 155964  | 5/12/2016 | 092051 GE MOBILE WATER, INC           | 98226798<br>98235461   | 015689<br>015689 | ELEC- WATER TREATMENT EQUIP.<br>520-8000-8009-2225-0548-000<br>ELEC- EQUIPMENT LEASE<br>520-8000-8009-2225-0548-000 | 7,696.70<br>519.65                              |

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|---------|-----------|---------------------------------------|----------------------------------------------|----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|
| 155964  | 5/12/2016 | 092051 092051 GE MOBILE WATER, INC    | (Continued)                                  |                            |                                                                                                                                                                   | <b>Total : 8,216.35</b>                                     |
| 155965  | 5/12/2016 | 000157 GENUINE AUTO PARTS             | 146740                                       | 054176                     | FIRE- AUTOMOTIVE PARTS<br>100-6090-6091-2210-0000-000                                                                                                             | 13.93<br><b>Total : 13.93</b>                               |
| 155966  | 5/12/2016 | 093420 GOLDEN STATE FIRE PROTECTION   | 0504201601                                   | 015879                     | BM- FIRE EXTINGUISHER MAINT.<br>605-6150-6211-2350-0000-000                                                                                                       | 355.94<br><b>Total : 355.94</b>                             |
| 155967  | 5/12/2016 | cbc0715 GONZALEZ, GUADALUPE           | 00893090                                     |                            | CLOSING BILL CREDIT<br>520-2450-232                                                                                                                               | 195.14<br><b>Total : 195.14</b>                             |
| 155968  | 5/12/2016 | 092564 GORM INC.                      | 235134                                       | 016330                     | INV- JANITORIAL SUPPLIES<br>100-1500-000<br>100-1500-000                                                                                                          | 3,479.51<br>278.36<br><b>Total : 3,757.87</b>               |
| 155969  | 5/12/2016 | 093952 GREEN ACRES ADVERTISING DESIGN | 3479                                         | 015602<br>015602<br>015602 | PUBLIC BEN- MARKETING SVCS<br>526-8000-8035-2350-0923-000<br>526-8000-8037-2350-0923-000<br>526-8000-8038-2350-0923-000                                           | 1,833.34<br>1,833.34<br>1,833.32<br><b>Total : 5,500.00</b> |
| 155970  | 5/12/2016 | 044960 HERTZ EQUIPMENT RENTAL         | 28584640-001<br>28592112-001<br>28594956-001 | 015740<br>015740<br>015740 | W- EQUIPMENT RENTALS<br>521-8100-8101-2420-0000-000<br>W- EQUIPMENT RENTALS<br>521-8100-8101-2420-0000-000<br>W- EQUIPMENT RENTALS<br>521-8100-8101-2420-0000-000 | 82.62<br>197.22<br>78.57<br><b>Total : 358.41</b>           |
| 155971  | 5/12/2016 | cbc0680 HIDALGO, JESUS                | 00261005                                     |                            | CLOSING BILL CREDIT<br>520-2450-232                                                                                                                               | 58.91<br><b>Total : 58.91</b>                               |
| 155972  | 5/12/2016 | 025906 HOME DEPOT                     | 3973408                                      |                            | W- HARDWARE SUPPLIES                                                                                                                                              |                                                             |

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|---------|-----------|-----------------------------------|-------------|--------|---------------------------------------------------------|-----------------|
| 155972  | 5/12/2016 | 025906 HOME DEPOT                 | (Continued) |        |                                                         |                 |
|         |           |                                   | 5562960     | 054184 | 521-8100-8101-2411-0000-000<br>ELEC- HARDWARE SUPPLIES  | 999.88          |
|         |           |                                   | 7973273     | 054181 | 520-8000-8003-2255-0592-100<br>W- HARDWARE SUPPLIES     | 45.34           |
|         |           |                                   | 8121801     | 054184 | 521-8100-8101-2301-0000-000<br>W- HARDWARE SUPPLIES     | 304.54          |
|         |           |                                   |             | 054184 | 521-8100-8101-2301-0000-000                             | 248.97          |
|         |           |                                   |             |        | <b>Total :</b>                                          | <b>1,598.73</b> |
| 155973  | 5/12/2016 | 025906 HOME DEPOT                 | 5025170     |        | ELEC- HARDWARE SUPPLIES                                 |                 |
|         |           |                                   | 8091029     | 015509 | 520-8000-8009-2225-0548-000                             | 192.38          |
|         |           |                                   |             | 015509 | ELEC- HARDWARE SUPPLIES<br>520-8000-8009-2225-0548-000  | 54.72           |
|         |           |                                   |             |        | <b>Total :</b>                                          | <b>247.10</b>   |
| 155974  | 5/12/2016 | cbc0714 HOOKER, TAL               | 00892560    |        | CLOSING BILL CREDIT<br>520-2450-232                     | 33.17           |
|         |           |                                   |             |        | <b>Total :</b>                                          | <b>33.17</b>    |
| 155975  | 5/12/2016 | cbc0703 HU, EDWARD                | 00190710    |        | CLOSING BILL CREDIT<br>520-2450-232                     | 15.72           |
|         |           |                                   |             |        | <b>Total :</b>                                          | <b>15.72</b>    |
| 155976  | 5/12/2016 | 000164 HUB CONST SPECIALTIES, INC | B01015925   |        | W- MAINTENANCE MATERIALS                                |                 |
|         |           |                                   | B01016114   | 054187 | 521-8100-8101-2301-0000-000<br>W- MAINTENANCE MATERIALS | 51.15           |
|         |           |                                   | B01018840   | 054187 | 521-8100-8101-2301-0000-000<br>W- MAINTENANCE MATERIALS | 55.80           |
|         |           |                                   |             | 054187 | 521-8100-8101-2301-0000-000                             | 47.36           |
|         |           |                                   |             |        | <b>Total :</b>                                          | <b>154.31</b>   |
| 155977  | 5/12/2016 | 016765 HYDRO SCAPE                | 9561432-00  |        | W- LANDSCAPING SUPPLIES                                 |                 |
|         |           |                                   |             | 054188 | 521-8100-8101-2301-0000-000                             | 75.17           |
|         |           |                                   |             |        | <b>Total :</b>                                          | <b>75.17</b>    |
| 155978  | 5/12/2016 | 093790 ICG, INC.                  | 201618      |        | COMM SVCS- FEASIBILITY STUDY                            |                 |

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| 155978  | 5/12/2016 | 093790 ICG, INC.                            | (Continued)  |        |                                   |                  |
|         |           |                                             |              | 016350 | 225-6200-1304-3890-0000-000       | 42,663.00        |
|         |           |                                             |              |        | <b>Total :</b>                    | <b>42,663.00</b> |
| 155979  | 5/12/2016 | 046663 INFOSEND INC.                        | 104472       |        | C/S- UTILITY BILLING AND MAIL SVC |                  |
|         |           |                                             |              | 015448 | 100-6040-6042-2350-0000-000       | 8,272.06         |
|         |           |                                             |              |        | <b>Total :</b>                    | <b>8,272.06</b>  |
| 155980  | 5/12/2016 | 018204 INLAND DESERT SECURITY &, COMMUNICAT | 160500506101 |        | ELEC- AFTER-HOURS ANSWERING SVC   |                  |
|         |           |                                             |              | 015520 | 520-8000-8001-2350-0923-000       | 346.85           |
|         |           |                                             |              |        | <b>Total :</b>                    | <b>346.85</b>    |
| 155981  | 5/12/2016 | cbc0718 INLAND VALLEY COMMUNICATIONS        | 01950840     |        | CLOSING BILL CREDIT               |                  |
|         |           |                                             |              |        | 520-2450-232                      | 15.75            |
|         |           |                                             |              |        | <b>Total :</b>                    | <b>15.75</b>     |
| 155982  | 5/12/2016 | 000276 INLAND WATER WORKS SUPPLY            | 282612       |        | W- PIPING SUPPLIES                |                  |
|         |           |                                             |              | 054189 | 521-8100-8101-2301-0000-000       | 256.55           |
|         |           |                                             | 283139       |        | W- PIPING SUPPLIES                |                  |
|         |           |                                             |              | 054189 | 521-8100-8101-2301-0000-000       | 1,426.68         |
|         |           |                                             | 283177       |        | W- PIPING SUPPLIES                |                  |
|         |           |                                             |              | 054189 | 521-8100-8101-2301-0000-000       | 276.04           |
|         |           |                                             | 283209       |        | W- PIPING SUPPLIES                |                  |
|         |           |                                             |              | 054189 | 521-8100-8101-2301-0000-000       | 149.39           |
|         |           |                                             | 283339       |        | W- PIPING SUPPLIES                |                  |
|         |           |                                             |              | 054189 | 521-8100-8101-2301-0000-000       | 49.80            |
|         |           |                                             |              |        | <b>Total :</b>                    | <b>2,158.46</b>  |
| 155983  | 5/12/2016 | 000276 INLAND WATER WORKS SUPPLY            | 283136       |        | W. INV- HARDWARE SUPPLIES         |                  |
|         |           |                                             |              | 016285 | 521-1500-000                      | 350.00           |
|         |           |                                             |              |        | 521-1500-000                      | 28.00            |
|         |           |                                             | 283137       |        | W. INV- CONNECTOR HOSES           |                  |
|         |           |                                             |              | 016203 | 521-1500-000                      | 96.00            |
|         |           |                                             |              |        | 521-1500-000                      | 7.68             |
|         |           |                                             | 283138       |        | W. INV- ADAPTER HOSES             |                  |
|         |           |                                             |              | 016298 | 521-1500-000                      | 553.00           |
|         |           |                                             |              |        | 521-1500-000                      | 44.24            |

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| Voucher | Date      | Vendor  | Invoice                          | PO #           | Description/Account              | Amount                  |
|---------|-----------|---------|----------------------------------|----------------|----------------------------------|-------------------------|
| 155983  | 5/12/2016 | 000276  | 000276 INLAND WATER WORKS SUPPLY |                | (Continued)                      | <b>Total : 1,078.92</b> |
| 155984  | 5/12/2016 | 093706  | INSITUFORM TECHNOLOGIES LLC      | 376738         | WW- SEWER LINING PROJECT         |                         |
|         |           |         |                                  | 016246         | 522-8200-8206-3890-0000-000      | 143,990.00              |
|         |           |         |                                  |                | 522-2460-000                     | -7,199.50               |
|         |           |         |                                  |                | <b>Total :</b>                   | <b>136,790.50</b>       |
| 155985  | 5/12/2016 | 093861  | JULES & ASSOCIATES, INC.         | PMT #9         | STORM W.- LEASE ON ST. SWEEPER   |                         |
|         |           |         |                                  | 015457         | 722-6150-8215-2510-0000-000      | 580.70                  |
|         |           |         |                                  | 015457         | 214-6150-6151-2500-0000-000      | 13,414.48               |
|         |           |         |                                  | 015457         | 214-6150-6151-2510-0000-000      | 580.70                  |
|         |           |         |                                  | 015457         | 722-6150-8215-2500-0000-000      | 13,414.49               |
|         |           |         |                                  |                | <b>Total :</b>                   | <b>27,990.37</b>        |
| 155986  | 5/12/2016 | 092166  | K H METALS AND SUPPLY            | 0346050-IN     | W- HARDWARE SUPPLIES             |                         |
|         |           |         |                                  | 054193         | 521-8100-8101-2301-0000-000      | 115.25                  |
|         |           |         |                                  |                | <b>Total :</b>                   | <b>115.25</b>           |
| 155987  | 5/12/2016 | 048797  | KERSHNER, MISTY                  | 03/13-03/18/16 | PD- MILEAGE REIMUBRSEMENT (CAPE) |                         |
|         |           |         |                                  |                | 100-6070-6071-1160-0000-000      | 159.84                  |
|         |           |         |                                  |                | <b>Total :</b>                   | <b>159.84</b>           |
| 155988  | 5/12/2016 | 093106  | KONECRANES INC.                  | SBD01104457    | WW- REPAIR PARTS                 |                         |
|         |           |         |                                  | 015706         | 522-8200-8200-2255-0000-000      | 400.00                  |
|         |           |         |                                  |                | <b>Total :</b>                   | <b>400.00</b>           |
| 155989  | 5/12/2016 | 039644  | L N CURTIS & SONS                | 1393519-00     | FIRE- SAFETY SUPPLIES            |                         |
|         |           |         |                                  | 015436         | 100-6090-6091-2301-0000-000      | 120.96                  |
|         |           |         |                                  |                | <b>Total :</b>                   | <b>120.96</b>           |
| 155990  | 5/12/2016 | 023087  | LAKESHORE LIFESKILLS             | 2013180416     | C. CARE- EDUCATIONAL MATERIAL    |                         |
|         |           |         |                                  | 054194         | 206-7200-7203-2304-0000-000      | 43.64                   |
|         |           |         |                                  |                | <b>Total :</b>                   | <b>43.64</b>            |
| 155991  | 5/12/2016 | cbc0719 | LAS PALOMAS                      | 01956284       | CLOSING BILL CREDIT              |                         |
|         |           |         |                                  |                | 520-2450-232                     | 801.01                  |
|         |           |         |                                  |                | <b>Total :</b>                   | <b>801.01</b>           |

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|---------|-----------|---------------------------------------|------------------|--------|---------------------------------------------------------------|-------------------------------------|
| 155992  | 5/12/2016 | 039589 LAW ENFORCEMENT MEDICAL SERVIC | 12159            | 016123 | PD- BLOOD DRAW/SART KITS<br>100-6070-6071-2350-0000-000       | 1,845.00<br><b>Total : 1,845.00</b> |
| 155993  | 5/12/2016 | 060324 LAWLER, EDNEISHA               | 00284300         |        | REFUND CHARGE ON ACCOUNT<br>522-2450-000                      | 1,120.66<br><b>Total : 1,120.66</b> |
| 155994  | 5/12/2016 | 032193 LEXIS-NEXIS                    | 1630501-20160430 | 015685 | PD- ADVANCED INVESTIGATIONS<br>100-6070-6071-2350-0000-000    | 555.90<br><b>Total : 555.90</b>     |
| 155995  | 5/12/2016 | cbc0694 LOPEZ, JENNIFER               | 00880640         |        | CLOSING BILL CREDIT<br>520-2450-232                           | 149.46<br><b>Total : 149.46</b>     |
| 155996  | 5/12/2016 | 041927 LOU'S TIRE SERVICE             | 79555            | 054196 | AUTOMOTIVE TIRES<br>608-6150-8700-2210-8101-000               | 462.38<br><b>Total : 462.38</b>     |
| 155997  | 5/12/2016 | 047291 MCFARLAND, SHAWN               | CAHN DUES        |        | PD- REIMBURSE CAHN DUES 15/16<br>100-6070-6071-2270-0000-000  | 40.00<br><b>Total : 40.00</b>       |
| 155998  | 5/12/2016 | 093453 MELFRED INDUSTRIAL SERVICES IN | 6477             | 016313 | VWV- WASTE DISPOSAL SERVICE<br>522-8200-8200-2255-0000-000    | 1,075.00<br><b>Total : 1,075.00</b> |
| 155999  | 5/12/2016 | 049750 MERCURY INSURANCE              | 1924803          |        | RISK- CLAIM SETTLEMENT<br>607-6040-8601-2290-0000-000         | 4,878.67<br><b>Total : 4,878.67</b> |
| 156000  | 5/12/2016 | cbc0698 MEZA, JOSEFINA                | 00190490         |        | CLOSING BILL CREDIT<br>520-2450-232                           | 171.69<br><b>Total : 171.69</b>     |
| 156001  | 5/12/2016 | 041081 MISSION LINEN SUPPLY & UNIFORM | 502228161        | 054197 | PURCH- UNIFORM RENTAL SERVICES<br>100-6040-6043-1170-0000-000 | 31.31                               |

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| Voucher        | Date      | Vendor                                | Invoice                  | PO #   | Description/Account                                           | Amount          |
|----------------|-----------|---------------------------------------|--------------------------|--------|---------------------------------------------------------------|-----------------|
| 156001         | 5/12/2016 | 041081 MISSION LINEN SUPPLY & UNIFORM | (Continued)<br>502274665 |        | PURCH- UNIFORM RENTAL SERVICES<br>100-6040-6043-1170-0000-000 | 31.31           |
|                |           |                                       | 502320323                | 054197 | PURCH- UNIFORM RENTAL SERVICES<br>100-6040-6043-1170-0000-000 | 31.31           |
|                |           |                                       | 502365870                | 054197 | PURCH- UNIFORM RENTAL SERVICES<br>100-6040-6043-1170-0000-000 | 34.53           |
|                |           |                                       | 502403742                | 054197 | PD- TOWEL CLEANING SERVICE<br>100-6070-6071-2350-0000-000     | 155.06          |
|                |           |                                       | 502448874                | 054197 | PD- TOWEL CLEANING SERVICE<br>100-6070-6071-2350-0000-000     | 155.06          |
| <b>Total :</b> |           |                                       |                          |        |                                                               | <b>438.58</b>   |
| 156002         | 5/12/2016 | 093781 NBS GOVERNMENT FINANCE GROUP   | 41600027                 |        | W- PROF SVCS- WATER RATE STUDY<br>522-8200-8200-2350-0000-000 | 5,220.00        |
| <b>Total :</b> |           |                                       |                          |        |                                                               | <b>5,220.00</b> |
| 156003         | 5/12/2016 | cbc0720 OAK PROJECT MANAGEMENT        | 00372714                 |        | CLOSING BILL CREDIT<br>520-2450-232                           | 58.32           |
| <b>Total :</b> |           |                                       |                          |        |                                                               | <b>58.32</b>    |
| 156004         | 5/12/2016 | cbc0691 OCHOA, DOMINIC                | 00180660                 |        | CLOSING BILL CREDIT<br>520-2450-232                           | 31.81           |
| <b>Total :</b> |           |                                       |                          |        |                                                               | <b>31.81</b>    |
| 156005         | 5/12/2016 | 045033 OFFICE DEPOT                   | 835442467002             |        | LIB- OFFICE SUPPLIES<br>211-6200-7101-2301-0000-000           | 43.18           |
|                |           |                                       | 835676159001             | 054199 | PD- OFFICE SUPPLIES<br>100-6070-6071-2300-0000-000            | 6.58            |
|                |           |                                       | 835677367001             | 054199 | PD- OFFICE SUPPLIES<br>100-6070-6071-2300-0000-000            | 748.30          |
|                |           |                                       | 835962090001             | 054199 | HR- OFFICE SUPPLIES<br>100-6030-6030-2300-0000-000            | 72.90           |
|                |           |                                       | 835963413001             | 054199 | HR- OFFICE SUPPLIES<br>100-6030-6030-2300-0000-000            | 17.72           |
|                |           |                                       | 836839921001             | 054199 | PD- OFFICE SUPPLIES<br>100-6070-6071-2300-0000-000            | 90.64           |

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|----------------|-----------|--------------------------------|-----------------|--------|------------------------------------------------------|------------------|
| 156005         | 5/12/2016 | 045033 OFFICE DEPOT            | (Continued)     |        |                                                      |                  |
|                |           |                                | 837144828001    | 054199 | FIN- OFFICE SUPPLIES<br>100-6040-6041-2300-0000-000  | 26.08            |
|                |           |                                | 837144828002    | 054199 | I.S.- OFFICE SUPPLIES<br>100-6040-6041-2300-0000-000 | 29.43            |
|                |           |                                | 838011330001    | 054199 | PD- OFFICE SUPPLIES<br>100-6070-6071-2300-0000-000   | 69.39            |
| <b>Total :</b> |           |                                |                 |        |                                                      | <b>1,104.22</b>  |
| 156006         | 5/12/2016 | 092396 ONE SOURCE DISTRIBUTORS | S5082473.001    | 016287 | INV- SAFETY VESTS<br>100-1500-000                    | 86.40            |
|                |           |                                |                 |        | 100-1500-000                                         | 6.91             |
|                |           |                                | S5082473.002    |        | INV- SAFETY VESTS<br>100-1500-000                    | 4.61             |
|                |           |                                |                 | 016287 | 100-1500-000                                         | 57.60            |
|                |           |                                | S5082473.003    | 016287 | INV- SAFETY VESTS<br>100-1500-000                    | 57.60            |
|                |           |                                |                 |        | 100-1500-000                                         | 4.61             |
|                |           |                                | S5109297.001    | 016331 | ELEC INV- HARDWARE SUPPLIES<br>520-1500-154          | 234.00           |
|                |           |                                |                 |        | 520-1500-154                                         | 18.72            |
|                |           |                                | S5109297.002    | 016331 | ELEC INV- HARDWARE SUPPLIES<br>520-1500-154          | 225.00           |
|                |           |                                |                 |        | 520-1500-154                                         | 18.00            |
| <b>Total :</b> |           |                                |                 |        |                                                      | <b>713.45</b>    |
| 156007         | 5/12/2016 | cbc0681 PENA, JENNIFER         | 00511600        |        | CLOSING BILL CREDIT<br>521-2450-000                  | 43.36            |
| <b>Total :</b> |           |                                |                 |        |                                                      | <b>43.36</b>     |
| 156008         | 5/12/2016 | 000214 PERS-PAYROLL REPORT     | 04/14/16- 26038 |        | RETIREMENT CONTR. 04/08/16<br>762-2080-000           | 22,072.46        |
| <b>Total :</b> |           |                                |                 |        |                                                      | <b>22,072.46</b> |
| 156009         | 5/12/2016 | cbc0683 POOL, ALLINA           | 00180945        |        | CLOSING BILL CREDIT<br>520-2450-232                  | 125.76           |

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|---------|-----------|---------------------------------------|----------------------------------|--------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|
| 156009  | 5/12/2016 | cbc0683 cbc0683 POOL, ALLINA          | (Continued)                      |                                      |                                                                                                                                                                                                                           | <b>Total : 125.76</b>                                       |
| 156010  | 5/12/2016 | 092540 PRAXAIR DISTRIBUTION           | 55105210                         | 015523                               | ELEC- VARIOUS GASES<br>520-8000-8009-2225-0548-000                                                                                                                                                                        | 457.55<br><b>Total : 457.55</b>                             |
| 156011  | 5/12/2016 | cbc0213 PRESTIGE FLOOR COVERING       | 01940065                         |                                      | CLOSING BILL CREDIT<br>520-2450-232                                                                                                                                                                                       | 19.59<br><b>Total : 19.59</b>                               |
| 156012  | 5/12/2016 | 093499 PROFORMA EXPRESS GRAPHICS      | 9015601176                       | 054202                               | PD- PRINTING SERVICE<br>100-6070-6071-2301-0000-000                                                                                                                                                                       | 138.02<br><b>Total : 138.02</b>                             |
| 156013  | 5/12/2016 | 093060 PROTECTION ONE ALARM MONITORIN | 60390036- 3/16-5/16              | 015449                               | BM- MAINT. AGREEMENT-CITY HALL<br>605-6150-6211-2250-6211-000                                                                                                                                                             | 459.03<br><b>Total : 459.03</b>                             |
| 156014  | 5/12/2016 | 014316 PRUDENTIAL OVERALL SUPPLY      | 22240344<br>22241803<br>22241804 | 054229<br>054229<br>054229<br>054229 | ELEC- UNIFORM RENTAL SERVICES<br>520-8000-8009-2225-0548-000<br>ELEC- UNIFORM RENTAL SERVICE<br>520-8000-8004-1170-0926-000<br>520-8000-8002-2301-0921-000<br>ELEC- UNIFORM RENTAL SERVICE<br>520-8000-8003-1170-0926-000 | 58.35<br>228.05<br>25.30<br>106.70<br><b>Total : 418.40</b> |
| 156015  | 5/12/2016 | 034968 PUMP CHECK                     | 6347                             | 015905                               | W- PUMP CHECK SERVICE<br>521-8100-8101-2350-0000-000                                                                                                                                                                      | 5,570.00<br><b>Total : 5,570.00</b>                         |
| 156016  | 5/12/2016 | 094021 QUALITROL IRIS POWER           | 410203                           | 016321                               | ELEC- BUS COUPLER PACKAGE<br>520-8000-8009-2225-0548-000<br>520-8000-8009-2225-0548-000                                                                                                                                   | 7,305.00<br>584.40<br><b>Total : 7,889.40</b>               |
| 156017  | 5/12/2016 | 016168 RAINBOW BOLT & SUPPLY          | N279482-IN                       | 016333                               | PW- HARDWARE SUPPLIES<br>100-6150-6205-2301-0000-000                                                                                                                                                                      | 56.02                                                       |

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| 156017  | 5/12/2016 | 016168 RAINBOW BOLT & SUPPLY         | (Continued)    |        | 100-6150-6205-2301-0000-000         | 4.48              |
|         |           |                                      |                |        | <b>Total :</b>                      | <b>60.50</b>      |
| 156018  | 5/12/2016 | cbc0684 RAMOS, MAIRA                 | 00820272       |        | CLOSING BILL CREDIT<br>520-2450-232 | 148.90            |
|         |           |                                      |                |        | <b>Total :</b>                      | <b>148.90</b>     |
| 156019  | 5/12/2016 | cbc0712 RANDOLPH, DAVID              | 00850180       |        | CLOSING BILL CREDIT<br>520-2450-232 | 179.27            |
|         |           |                                      |                |        | <b>Total :</b>                      | <b>179.27</b>     |
| 156020  | 5/12/2016 | 093950 ROBERT D. GOSNEY CONSTRUCTION | #2.2- 54C-0599 |        | CIP- BRIDGE SEISMIC RETROFIT PRO.   |                   |
|         |           |                                      |                | 015383 | 450-0641-6989-3890-0000-000         | 12,565.96         |
|         |           |                                      |                | 015383 | 225-0641-6150-3890-0000-000         | 96,989.04         |
|         |           |                                      |                |        | 225-2460-000                        | -4,849.45         |
|         |           |                                      |                |        | 450-2460-000                        | -628.30           |
|         |           |                                      |                |        | <b>Total :</b>                      | <b>104,077.25</b> |
| 156021  | 5/12/2016 | 036601 ROCKWELL ENGINEERING          | 15471          |        | WW- TSURUMI CUTTER PUMP             |                   |
|         |           |                                      |                | 016314 | 522-8200-8200-2257-0000-000         | 3,501.32          |
|         |           |                                      |                |        | 522-8200-8200-2257-0000-000         | 268.80            |
|         |           |                                      | 15514          |        | WW- TSURUMI CUTTER PUMP             |                   |
|         |           |                                      |                | 016314 | 522-8200-8200-2257-0000-000         | 495.00            |
|         |           |                                      |                |        | 522-8200-8200-2257-0000-000         | 39.60             |
|         |           |                                      |                |        | <b>Total :</b>                      | <b>4,304.72</b>   |
| 156022  | 5/12/2016 | cbc0682 RODRIGUEZ, KRISTEN           | 00881170       |        | CLOSING BILL CREDIT<br>520-2450-232 | 63.32             |
|         |           |                                      |                |        | <b>Total :</b>                      | <b>63.32</b>      |
| 156023  | 5/12/2016 | 016258 ROYAL WHOLESALE ELECTRIC      | 6441-494655    |        | BM- ELECTRICAL SUPPLIES             |                   |
|         |           |                                      |                | 015489 | 605-6150-6211-2250-6211-000         | 37.42             |
|         |           |                                      | 6441-500338    |        | BM- ELECTRICAL SUPPLIES             |                   |
|         |           |                                      |                | 015489 | 605-6150-6211-2250-6211-000         | 57.74             |
|         |           |                                      | 6441-500424    |        | BM- ELECTRICAL SUPPLIES             |                   |
|         |           |                                      |                | 015489 | 605-6150-6211-2250-6211-000         | 85.09             |

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|----------------|-----------|---------------------------------|--------------|--------|-------------------------------------------------------------|-----------------|
| 156023         | 5/12/2016 | 016258 ROYAL WHOLESALE ELECTRIC | (Continued)  |        |                                                             |                 |
|                |           |                                 | 6441-501034  | 016307 | BM- ELECTRICAL SUPPLIES<br>605-6150-6211-2250-6205-000      | 1,112.40        |
|                |           |                                 | 6441-501846  | 015489 | BM- ELECTRICAL SUPPLIES<br>605-6150-6211-2250-6211-000      | 403.92          |
|                |           |                                 | 6441-501847  | 016307 | BM- ELECTRICAL SUPPLIES<br>605-6150-6211-2250-6205-000      | 807.84          |
|                |           |                                 | 6441-501848  | 016307 | BM- ELECTRICAL SUPPLIES<br>605-6150-6211-2250-6205-000      | 807.84          |
|                |           |                                 | 6441-501849  | 016307 | BM- ELECTRICAL SUPPLIES<br>605-6150-6211-2250-6205-000      | 807.84          |
|                |           |                                 | 6441-501850  | 016307 | BM- ELECTRICAL SUPPLIES<br>605-6150-6211-2250-6205-000      | 276.92          |
|                |           |                                 | 6441-503169  | 016307 | BM- ELECTRICAL SUPPLIES<br>605-6150-6211-2250-6205-000      | 7.94            |
|                |           |                                 | 6441-503588  | 015489 | BM- ELECTRICAL SUPPLIES<br>605-6150-6211-2250-6211-000      | 493.02          |
| <b>Total :</b> |           |                                 |              |        |                                                             | <b>4,897.97</b> |
| 156024         | 5/12/2016 | 093926 RRM DESIGN GROUP         | 0017-01-0316 | 015047 | DEV SVCS- DOWNTOWN DEV. CODE<br>225-6300-6305-2350-0000-000 | 2,704.50        |
|                |           |                                 | 0017-01-0416 | 015047 | DEV SVCS- DOWNTOWN DEV. CODE<br>225-6300-6305-2350-0000-000 | 4,465.00        |
| <b>Total :</b> |           |                                 |              |        |                                                             | <b>7,169.50</b> |
| 156025         | 5/12/2016 | cbc0692 RUIZ, MAYLET            | 00270470     |        | CLOSING BILL CREDIT<br>520-2450-232                         | 188.36          |
| <b>Total :</b> |           |                                 |              |        |                                                             | <b>188.36</b>   |
| 156026         | 5/12/2016 | cbc0711 RYAN, TRACEY            | 00770490     |        | CLOSING BILL CREDIT<br>520-2450-232                         | 178.96          |
| <b>Total :</b> |           |                                 |              |        |                                                             | <b>178.96</b>   |
| 156027         | 5/12/2016 | 015748 SAN BERNARDINO COUNTY    | 15576        | 015541 | PD- FIRING RANGE<br>100-6070-6071-1160-0000-000             | 960.00          |
| <b>Total :</b> |           |                                 |              |        |                                                             | <b>960.00</b>   |

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| Voucher | Date      | Vendor                    | Invoice     | PO #   | Description/Account                                         | Amount                              |
|---------|-----------|---------------------------|-------------|--------|-------------------------------------------------------------|-------------------------------------|
| 156028  | 5/12/2016 | cbc0706 SANABRIA, WILLIAM | 00411660    |        | CLOSING BILL CREDIT<br>520-2450-232                         | 162.45<br><b>Total : 162.45</b>     |
| 156029  | 5/12/2016 | cbc0705 SANDOVAL, RICARDO | 00321800    |        | CLOSING BILL CREDIT<br>520-2450-232                         | 75.95<br><b>Total : 75.95</b>       |
| 156030  | 5/12/2016 | cbc0713 SCHIANO, ANTHONY  | 00892300    |        | CLOSING BILL CREDIT<br>520-2450-232                         | 113.53<br><b>Total : 113.53</b>     |
| 156031  | 5/12/2016 | 093642 SHRED-IT USA INC.  | 9410534215  | 015549 | PD- DOCUMENT DESTRUCTION SVC<br>100-6070-6071-2350-0000-000 | 172.86<br><b>Total : 172.86</b>     |
| 156032  | 5/12/2016 | cbc0721 SILVA, EDWARD     | 00650660    |        | CLOSING BILL CREDIT<br>520-2450-232                         | 115.64<br><b>Total : 115.64</b>     |
| 156033  | 5/12/2016 | 093099 SKAPIK LAW GROUP   | CLT-003M-44 |        | LEGAL SERVICES<br>521-8100-8101-2350-0000-000               | 1,327.50<br><b>Total : 1,327.50</b> |
| 156034  | 5/12/2016 | cbc0701 SMITH, JENNIFER   | 00330730    |        | CLOSING BILL CREDIT<br>520-2450-232                         | 109.46<br><b>Total : 109.46</b>     |
| 156035  | 5/12/2016 | 045634 SMOTHERS APPRAISAL | 1-25-2016   | 016347 | ECON DEV- APPRAISAL SERVICES<br>100-6020-6020-2350-0000-000 | 7,500.00<br><b>Total : 7,500.00</b> |
| 156036  | 5/12/2016 | 092670 SO CAL LOCKSMITH   | 32035       | 054209 | W- LOCK PARTS AND SERVICES<br>521-8100-8101-2301-0000-000   | 153.96                              |
|         |           |                           | 32123       | 054209 | WW- LOCK PARTS AND SERVICES<br>522-8200-8200-2255-0000-000  | 121.33                              |
|         |           |                           | 32820       | 054209 | W- LOCK PARTS AND SERVICES<br>521-8100-8101-2301-0000-000   | 9.45                                |

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| Voucher | Date      | Vendor                            | Invoice              | PO #   | Description/Account                                       | Amount            |
|---------|-----------|-----------------------------------|----------------------|--------|-----------------------------------------------------------|-------------------|
| 156036  | 5/12/2016 | 092670 SO CAL LOCKSMITH           | (Continued)<br>32821 |        |                                                           |                   |
|         |           |                                   |                      | 054209 | W- LOCK PARTS AND SERVICES<br>521-8100-8101-2301-0000-000 | 9.45              |
|         |           |                                   |                      |        | <b>Total :</b>                                            | <b>294.19</b>     |
| 156037  | 5/12/2016 | cbc0689 SORIA, ANGELICA           | 00180230             |        | CLOSING BILL CREDIT<br>520-2450-232                       | 50.05             |
|         |           |                                   |                      |        | <b>Total :</b>                                            | <b>50.05</b>      |
| 156038  | 5/12/2016 | 000228 SOUTHERN CALIFORNIA EDISON | 2-01-522-0296-0416   |        | W- ELECTRIC SERVICE                                       |                   |
|         |           |                                   |                      | 054210 | 521-8100-8101-2320-0000-000                               | 1,000.01          |
|         |           |                                   | 2-01-522-0296-0516   |        | W- ELECTRIC SERVICE                                       |                   |
|         |           |                                   |                      | 054210 | 521-8100-8101-2320-0000-000                               | 1,365.72          |
|         |           |                                   |                      |        | <b>Total :</b>                                            | <b>2,365.73</b>   |
| 156039  | 5/12/2016 | 000228 SOUTHERN CALIFORNIA EDISON | 2-01-195-9400-0516   |        | ELEC- ELECTRIC SERVICE                                    |                   |
|         |           |                                   |                      | 015753 | 520-8000-8011-2320-0585-000                               | 175.31            |
|         |           |                                   |                      |        | <b>Total :</b>                                            | <b>175.31</b>     |
| 156040  | 5/12/2016 | 003758 SOUTHERN CALIFORNIA EDISON | 2-20-444-9151-0516   |        | ELEC- ELECTRIC SERVICE                                    |                   |
|         |           |                                   |                      |        | 520-8000-8006-2330-0555-700                               | 297.12            |
|         |           |                                   |                      |        | <b>Total :</b>                                            | <b>297.12</b>     |
| 156041  | 5/12/2016 | 003763 SOUTHERN CALIFORNIA EDISON | 7500654826           |        | ELEC- FIRM TRANSMISSION                                   |                   |
|         |           |                                   |                      |        | 520-8000-8006-2330-0555-700                               | 16,920.00         |
|         |           |                                   | 7500654827           |        | ELEC- FIRM TRANSMISSION                                   |                   |
|         |           |                                   |                      |        | 520-8000-8006-2330-0555-700                               | 16,920.00         |
|         |           |                                   | 7500654828           |        | ELEC- FIRM TRANSMISSION                                   |                   |
|         |           |                                   |                      |        | 520-8000-8006-2330-0555-700                               | 101,520.00        |
|         |           |                                   | 7500654829           |        | ELEC- FIRM TRANSMISSION                                   |                   |
|         |           |                                   |                      |        | 520-8000-8006-2330-0555-700                               | 79,202.52         |
|         |           |                                   |                      |        | <b>Total :</b>                                            | <b>214,562.52</b> |
| 156042  | 5/12/2016 | 000234 SQUIRES LUMBER COMPANY     | 307702               |        | W- MAINTENANCE MATERIAL                                   |                   |
|         |           |                                   |                      | 054212 | 521-8100-8101-2301-0000-000                               | 35.63             |
|         |           |                                   | 307712               |        | WW- MAINTENANCE MATERIAL                                  |                   |
|         |           |                                   |                      | 054212 | 522-8200-8200-2255-0000-000                               | 17.26             |

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| Voucher | Date      | Vendor                               | Invoice     | PO #   | Description/Account                                       | Amount        |
|---------|-----------|--------------------------------------|-------------|--------|-----------------------------------------------------------|---------------|
| 156042  | 5/12/2016 | 000234 SQUIRES LUMBER COMPANY        | (Continued) |        |                                                           |               |
|         |           |                                      | 307808      | 054212 | WW- MAINTENANCE MATERIAL<br>522-8200-8200-2255-0000-000   | 6.46          |
|         |           |                                      | 307834      | 054212 | W- MAINTENANCE MATERIAL<br>521-8100-8101-2411-0000-000    | 7.54          |
|         |           |                                      | 307946      | 054212 | W- MAINTENANCE MATERIAL<br>521-8100-8101-2411-0000-000    | 43.68         |
|         |           |                                      | 307968      | 054212 | WW- MAINTENANCE MATERIAL<br>522-8200-8200-2257-0000-000   | 34.54         |
|         |           |                                      | 307977      | 054212 | WW- MAINTENANCE MATERIAL<br>522-8200-8200-2257-0000-000   | 9.01          |
|         |           |                                      | 308023      | 054212 | WW- MAINTENANCE MATERIAL<br>522-8200-8200-2255-0000-000   | 61.48         |
|         |           |                                      | 308086      | 054212 | WW- MAINTENANCE MATERIAL<br>522-8200-8200-2255-0000-000   | 64.21         |
|         |           |                                      | 308220      | 054212 | W- MAINTENANCE MATERIAL<br>521-8100-8101-2301-0000-000    | 126.81        |
|         |           |                                      | 308221      | 054212 | W- CREDIT<br>521-8100-8101-2301-0000-000                  | -64.78        |
|         |           |                                      | 308358      | 054212 | ELEC- MAINTENANCE MATERIAL<br>520-8000-8004-2301-0921-000 | 93.94         |
|         |           |                                      |             |        | <b>Total :</b>                                            | <b>435.78</b> |
| 156043  | 5/12/2016 | cbc0702 ST. JEAN, DON                | 00731470    |        | CLOSING BILL CREDIT<br>520-2450-232                       | 136.65        |
|         |           |                                      |             |        | <b>Total :</b>                                            | <b>136.65</b> |
| 156044  | 5/12/2016 | 060325 STANFORD, MICHELLE            | 00280100    |        | REFUND DEPOSIT<br>520-2450-232                            | 100.00        |
|         |           |                                      |             |        | <b>Total :</b>                                            | <b>100.00</b> |
| 156045  | 5/12/2016 | 002327 STATE OF CALIF / JUSTICE DEPT | 162359      | 015550 | PD- FINGERPRINTING SERVICE<br>100-6070-6071-2350-0000-000 | 690.00        |
|         |           |                                      |             |        | <b>Total :</b>                                            | <b>690.00</b> |
| 156046  | 5/12/2016 | 024139 SUN BADGE CO                  | 365830      | 015547 | PD- BADGE REPAIRS<br>100-6070-6071-2350-0000-000          | 136.28        |

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| Voucher | Date      | Vendor                           | Invoice                        | PO #                       | Description/Account                                                                                                          | Amount                                            |
|---------|-----------|----------------------------------|--------------------------------|----------------------------|------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|
| 156046  | 5/12/2016 | 024139 SUN BADGE CO              | (Continued)<br>366613          | 015547                     | PD- BADGE REPAIRS<br>100-6070-6071-2350-0000-000                                                                             | 1,601.10<br><b>Total : 1,737.38</b>               |
| 156047  | 5/12/2016 | 092088 SUNSTATE EQUIPMENT        | 6514176-001                    | 016311                     | WW- RENTAL EQUIPMENT<br>522-8200-8200-2420-0000-000                                                                          | 447.84<br><b>Total : 447.84</b>                   |
| 156048  | 5/12/2016 | 093922 T & B PLANNING, INC.      | 16-4243                        | 014996                     | DEV SVCS- PROF. PLANNING SVC<br>762-2327-000                                                                                 | 16,053.86<br><b>Total : 16,053.86</b>             |
| 156049  | 5/12/2016 | 092585 TESTAMERICA LABORATORIES  | 1415430-3-2016                 | 016075                     | WW- LABORATORY SAMPLING<br>522-8200-8200-2350-0000-000                                                                       | 3,810.50<br><b>Total : 3,810.50</b>               |
| 156050  | 5/12/2016 | 094015 THE LIVING DESERT         | 4030                           | 016261                     | C. CARE- PRESCHOOL FIELD TRIP<br>206-7200-7203-2350-0000-000                                                                 | 516.00<br><b>Total : 516.00</b>                   |
| 156051  | 5/12/2016 | 093935 TRIPLE R MUNITIONS        | 25                             | 016266                     | PD- AMMUNITION<br>100-6070-6071-1180-0000-000<br>100-6070-6071-1180-0000-000                                                 | 17,760.00<br>1,598.40<br><b>Total : 19,358.40</b> |
| 156052  | 5/12/2016 | 014681 UNDERGROUND SERVICE ALERT | 420160159                      | 015521<br>015521<br>015521 | ELEC- UNDERGROUND SERVICE ALERT<br>520-8000-8001-2350-0923-000<br>521-8100-8101-2301-0000-000<br>522-8200-8200-2301-0000-000 | 48.01<br>48.00<br>47.99<br><b>Total : 144.00</b>  |
| 156053  | 5/12/2016 | 003123 UNITED PARCEL SERVICE     | 0000A4V827176<br>0000A4V827186 | 054218<br>054218           | ELEC- SHIPPING SERVICES<br>520-8000-8003-2301-0921-000<br>PURCH- SHIPPING SERVICES<br>100-6040-6043-2301-0000-000            | 76.12<br>13.11<br><b>Total : 89.23</b>            |

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| Voucher        | Date      | Vendor                            | Invoice                                              | PO #                                 | Description/Account                                                                                                                                                                                                                 | Amount                                   |
|----------------|-----------|-----------------------------------|------------------------------------------------------|--------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|
| 156054         | 5/12/2016 | cbc0690 VALDEZ, ELIZABETH         | 00791110                                             |                                      | CLOSING BILL CREDIT<br>520-2450-232                                                                                                                                                                                                 | 135.74                                   |
| <b>Total :</b> |           |                                   |                                                      |                                      |                                                                                                                                                                                                                                     | <b>135.74</b>                            |
| 156055         | 5/12/2016 | cbc0679 VASQUEZ, MARGARITA        | 00540120                                             |                                      | CLOSING BILL CREDIT<br>520-2450-232                                                                                                                                                                                                 | 78.89                                    |
| <b>Total :</b> |           |                                   |                                                      |                                      |                                                                                                                                                                                                                                     | <b>78.89</b>                             |
| 156056         | 5/12/2016 | 093999 VERIZON BUSINESS SOLUTIONS | 69752490                                             | 016043                               | PD- T-1 LINE CHARGES<br>100-6070-6071-2310-0000-000                                                                                                                                                                                 | 1,033.22                                 |
| <b>Total :</b> |           |                                   |                                                      |                                      |                                                                                                                                                                                                                                     | <b>1,033.22</b>                          |
| 156057         | 5/12/2016 | 036062 VERIZON CALIFORNIA         | 3810369-0416<br>8845048-04/16                        | 015625<br>015625                     | ELEC- TELEPHONE LINE/MODEM<br>520-8000-8024-2310-0930-200<br>ELEC- TELEPHONE LINE/MODEM<br>520-8000-8024-2310-0930-200                                                                                                              | 50.36<br>50.36                           |
| <b>Total :</b> |           |                                   |                                                      |                                      |                                                                                                                                                                                                                                     | <b>100.72</b>                            |
| 156058         | 5/12/2016 | 093406 VERIZON WIRELESS           | 9763995861<br>9763995875<br>9763995876<br>9763995878 | 054219<br>054219<br>054219<br>054219 | PD- CELLULAR SERVICES<br>100-6070-6071-2310-0000-000<br>W- CELLULAR SERVICES<br>521-8100-8101-2310-0000-000<br>I.S.- CELLULAR SERVICES<br>606-6040-6044-2310-0000-000<br>DEV SVCS- CELLULAR SERVICES<br>100-6300-6302-2310-0000-000 | 1,218.54<br>1,285.30<br>309.74<br>107.54 |
| <b>Total :</b> |           |                                   |                                                      |                                      |                                                                                                                                                                                                                                     | <b>2,921.12</b>                          |
| 156059         | 5/12/2016 | 093071 VOYAGER FLEET SYSTEMS INC. | 869246439618                                         | 054220                               | PD- FUEL - CITY VEHICLES<br>100-6070-6071-2210-0000-000                                                                                                                                                                             | 65.00                                    |
| <b>Total :</b> |           |                                   |                                                      |                                      |                                                                                                                                                                                                                                     | <b>65.00</b>                             |
| 156060         | 5/12/2016 | 034149 VWR SCIENTIFIC PRODUCTS CO | 8044454075                                           | 015694                               | WW- LAB SUPPLIES<br>522-8200-8200-2255-0000-000                                                                                                                                                                                     | 51.42                                    |
| <b>Total :</b> |           |                                   |                                                      |                                      |                                                                                                                                                                                                                                     | <b>51.42</b>                             |
| 156061         | 5/12/2016 | 000159 W W GRAINGER, INC          | 9093464163                                           | 015464                               | ELEC- INDUSTRIAL SUPPLIES<br>520-8000-8009-2225-0548-000                                                                                                                                                                            | 398.00                                   |

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|---------|-----------|-------------------------------|---------------------------|--------|-----------------------------|-----------------|
| 156061  | 5/12/2016 | 000159 W W GRAINGER, INC      | (Continued)<br>9094065720 |        | INV- PAINT SUPPLIES         |                 |
|         |           |                               |                           | 016338 | 100-1500-000                | 435.68          |
|         |           |                               |                           |        | 100-1500-000                | 34.84           |
|         |           |                               | 9095815958                |        | ELEC- INDUSTRIAL SUPPLIES   |                 |
|         |           |                               |                           | 015464 | 520-8000-8009-2225-0548-000 | 283.83          |
|         |           |                               | 9096132544                |        | ELEC- INDUSTRIAL SUPPLIES   |                 |
|         |           |                               |                           | 015464 | 520-8000-8009-2225-0548-000 | 19.75           |
|         |           |                               |                           |        | <b>Total :</b>              | <b>1,172.10</b> |
| 156062  | 5/12/2016 | 000159 W W GRAINGER, INC      | 9055867130                |        | W- MAINTENANCE SUPPLIES     |                 |
|         |           |                               |                           | 054221 | 521-8100-8101-2411-0000-000 | 65.21           |
|         |           |                               | 9873504279                |        | WW- MAINTENANCE SUPPLIES    |                 |
|         |           |                               |                           | 054221 | 522-8200-8200-2255-0000-000 | 125.23          |
|         |           |                               |                           |        | <b>Total :</b>              | <b>190.44</b>   |
| 156063  | 5/12/2016 | cbc0695 WALLER, RAVEN         | 00284200                  |        | CLOSING BILL CREDIT         |                 |
|         |           |                               |                           |        | 520-2450-232                | 75.27           |
|         |           |                               |                           |        | <b>Total :</b>              | <b>75.27</b>    |
| 156064  | 5/12/2016 | 000188 WAXIE                  | 75935352                  |        | INV- JANITORIAL SUPPLIES    |                 |
|         |           |                               |                           | 016334 | 100-1500-000                | 1,782.09        |
|         |           |                               |                           |        | 100-1500-000                | 90.76           |
|         |           |                               |                           | 016334 | 100-1500-000                | 124.76          |
|         |           |                               |                           |        | <b>Total :</b>              | <b>1,997.61</b> |
| 156065  | 5/12/2016 | 000188 WAXIE                  | 75915902                  |        | BM- JANITORIAL SUPPLIES     |                 |
|         |           |                               |                           | 054223 | 605-6150-6211-2250-6211-000 | 35.64           |
|         |           |                               | 75935302                  |        | BM- JANITORIAL SUPPLIES     |                 |
|         |           |                               |                           | 054223 | 605-6150-6211-2250-6211-000 | 139.45          |
|         |           |                               |                           |        | <b>Total :</b>              | <b>175.09</b>   |
| 156066  | 5/12/2016 | cbc0688 WEAVER, EILEEN        | 00760680                  |        | CLOSING BILL CREDIT         |                 |
|         |           |                               |                           |        | 520-2450-232                | 179.53          |
|         |           |                               |                           |        | <b>Total :</b>              | <b>179.53</b>   |
| 156067  | 5/12/2016 | 000750 WESCO DISTRIBUTION INC | 762183                    |        | ELEC- PHOTOCONTROL RIPLEY   |                 |

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|-------------|-----------|---------------------------------------|------------------------|------------------|--------------------------------------------------------------------------------------------------------------|-----------------------------------------------|
| Voucher     | Date      | Vendor                                | Invoice                | PO #             | Description/Account                                                                                          | Amount                                        |
| 156067      | 5/12/2016 | 000750 WESCO DISTRIBUTION INC         | (Continued)            | 016209           | 520-8000-8011-3890-0107-000<br>520-8000-8011-3890-0107-000                                                   | 2,575.00<br>206.00<br><b>Total : 2,781.00</b> |
| 156068      | 5/12/2016 | 000750 WESCO DISTRIBUTION INC         | 760778                 | 016304           | ELEC INV- HARDWARE SUPPLIES<br>520-1500-154<br>520-1500-154                                                  | 91.20<br>7.30<br><b>Total : 98.50</b>         |
| 156069      | 5/12/2016 | 003478 WESTERN WATER WORKS SUPPLY     | 412828-00<br>413732-00 | 015875<br>015875 | WW- HARDWARE SUPPLIES<br>522-8200-8200-2255-0000-000<br>WW- HARDWARE SUPPLIES<br>522-8200-8200-2255-0000-000 | 816.48<br>66.96<br><b>Total : 883.44</b>      |
| 156070      | 5/12/2016 | 002306 WILLDAN ENGINEERING            | 002-16553              | 054227           | DEV SVCS- CRYSTAL RIDGE DEV. PROJECT<br>762-2335-000                                                         | 90.00<br><b>Total : 90.00</b>                 |
| 156071      | 5/12/2016 | cbc0685 WILLIAMS, ROBERT              | 00800225               |                  | CLOSING BILL CREDIT<br>520-2450-232                                                                          | 87.53<br><b>Total : 87.53</b>                 |
| 156072      | 5/12/2016 | 045690 WIRZ & COMPANY PRINTING        | 86374                  |                  | C. CARE- BUSINESS CARDS<br>206-7200-7203-2300-0000-000                                                       | 25.92<br><b>Total : 25.92</b>                 |
| 156073      | 5/12/2016 | 092120 XYLEM DEWATERING SOLUTIONS INC | 400600679              | 015762           | WW- RENTAL OF PUMPING SYSTEM<br>522-8200-8200-2303-0000-000                                                  | 81.00<br><b>Total : 81.00</b>                 |
| 156074      | 5/12/2016 | cbc0697 ZAVALA, ALEJO                 | 00311680               |                  | CLOSING BILL CREDIT<br>520-2450-232                                                                          | 279.35<br><b>Total : 279.35</b>               |
| 13355500    | 5/5/2016  | 003111 SO CALIF PUBLIC POWER AUTH     | MAG F 0316             |                  | ELEC- POWER COSTS<br>520-8000-8006-2330-0555-400                                                             | 29,428.00                                     |

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| Voucher  | Date     | Vendor                                   | Invoice            | PO # | Description/Account                                             | Amount                                  |
|----------|----------|------------------------------------------|--------------------|------|-----------------------------------------------------------------|-----------------------------------------|
| 13355500 | 5/5/2016 | 003111 003111 SO CALIF PUBLIC POWER AUTH | (Continued)        |      |                                                                 | <b>Total : 29,428.00</b>                |
| 13473746 | 5/2/2016 | 000245 KAISER FOUNDATION HEALTH PLAN     | 107795-0000- 05/16 |      | HEALTH PREMIUMS<br>762-2020-000                                 | 75,583.66<br><b>Total : 75,583.66</b>   |
| 13473767 | 5/2/2016 | 000245 KAISER FOUNDATION HEALTH PLAN     | 107795-0002- 05/16 |      | RETIREE HEALTH PREMIUMS<br>100-6030-6030-1150-0000-000          | 16,702.97<br><b>Total : 16,702.97</b>   |
| 13473779 | 5/2/2016 | 000245 KAISER FOUNDATION HEALTH PLAN     | 107795-0001- 05/16 |      | RETIREE HEALTH PREMIUMS<br>100-6030-6030-1150-0000-000          | 3,332.07<br><b>Total : 3,332.07</b>     |
| 69458200 | 5/3/2016 | 003672 CALIFORNIA PUBLIC EMPLOYEES'      | 100000014746295    |      | FIN- FEES FOR GASB-68 REPORTING<br>100-6040-6041-2350-0000-000  | 3,250.00<br><b>Total : 3,250.00</b>     |
| 69458500 | 5/3/2016 | 000215 CALPERS/ REPLACEMENT BEN.FUND     | 100000014742238    |      | REPLACEMENT BENEFIT CONTRIBUTION<br>100-6030-6030-2440-0000-000 | 20,760.24<br><b>Total : 20,760.24</b>   |
| 69503800 | 5/3/2016 | 000214 PERS-PAYROLL REPORT               | 04/14/16- 68       |      | RETIREMENT CONTRIBUTION<br>762-2080-000                         | 118,679.21<br><b>Total : 118,679.21</b> |
| 69503900 | 5/3/2016 | 000214 PERS-PAYROLL REPORT               | 04/14/16- 69       |      | RETIREMENT CONTRIBUTION<br>762-2080-000                         | 28,610.95<br><b>Total : 28,610.95</b>   |
| 69504000 | 5/3/2016 | 000214 PERS-PAYROLL REPORT               | 04/14/16- 70       |      | RETIREMENT CONTRIBUTION<br>762-2080-000                         | 38,396.68<br><b>Total : 38,396.68</b>   |
| 69504100 | 5/3/2016 | 000214 PERS-PAYROLL REPORT               | 04/14/16- 25056    |      | RETIREMENT CONTRIBUTION<br>762-2080-000                         | 4,643.65<br><b>Total : 4,643.65</b>     |

Bank code : boa

| Voucher                                 | Date      | Vendor                             | Invoice             | PO # | Description/Account                                                            | Amount                                                |
|-----------------------------------------|-----------|------------------------------------|---------------------|------|--------------------------------------------------------------------------------|-------------------------------------------------------|
| 69504200                                | 5/3/2016  | 000214 PERS-PAYROLL REPORT         | 04/14/16- 25057     |      | RETIREMENT CONTRIBUTION<br>762-2080-000                                        | 5,346.46<br><b>Total : 5,346.46</b>                   |
| 69504400                                | 5/3/2016  | 000214 PERS-PAYROLL REPORT         | 04/14/16- 15025     |      | RETIREMENT CONTRIBUTION<br>762-2080-000                                        | 1,688.40<br><b>Total : 1,688.40</b>                   |
| 69504500                                | 5/3/2016  | 000214 PERS-PAYROLL REPORT         | 04/14/16- 15026     |      | RETIREMENT CONTRIBUTION<br>762-2080-000                                        | 5,831.38<br><b>Total : 5,831.38</b>                   |
| 500288443                               | 5/5/2016  | 058819 CALIFORNIA INDEPENDENT      | 2016050331-32360990 |      | ELEC- ELECTRIC TRANSMISSION SVC<br>520-8000-8006-2330-0555-710<br>520-7907-000 | 293,699.49<br>-246,482.21<br><b>Total : 47,217.28</b> |
| 792429184                               | 4/25/2016 | 000901 EMPLOYMENT DEVELOPMENT DEPT | L1587715776         |      | RISK- UNEMPLOYMENT BENEFITS<br>607-6040-8601-2262-0000-000                     | 5,625.00<br><b>Total : 5,625.00</b>                   |
| <b>175 Vouchers for bank code : boa</b> |           |                                    |                     |      |                                                                                | <b>Bank total : 1,281,998.28</b>                      |
| <b>175 Vouchers in this report</b>      |           |                                    |                     |      |                                                                                | <b>Total vouchers : 1,281,998.28</b>                  |

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

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

Bank code : boa

| Voucher | Date      | Vendor                          | Invoice    | PO #                       | Description/Account                                                                                                           | Amount                                               |
|---------|-----------|---------------------------------|------------|----------------------------|-------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|
| 156077  | 5/19/2016 | 045787 TRINITY ESCROW, INC      | ESCROW     |                            | CLOSING FUNDS- HOUSING AUTHORITY<br>898-9000-9800-2350-0000-000                                                               | 568.02<br><b>Total : 568.02</b>                      |
| 156078  | 5/19/2016 | 092955 12MILESOUT               | 155393     | 015653                     | I.S.- VIDEO STREAMING SERVICES<br>606-6040-6044-2240-0000-000                                                                 | 600.00<br><b>Total : 600.00</b>                      |
| 156079  | 5/19/2016 | cbc0745 2015-1 IH2 BORROWER, LP | 00892695   |                            | CLOSING BILL CREDIT<br>520-2450-232                                                                                           | 94.89<br><b>Total : 94.89</b>                        |
| 156080  | 5/19/2016 | 041437 AAF INTERNATIONAL        | 90995107   | 016175<br>016175           | WW- BIO-FILTERS- BLOWER BUILDING<br>522-8200-8200-2301-0000-000<br>522-8200-8200-4955-0000-000                                | 153.12<br>41.76<br>12.25                             |
|         |           |                                 | 90995108   | 016175<br>016175<br>016175 | WW- BIO-FILTERS- BLOWER BUILDING<br>522-8200-8200-2301-0000-000<br>522-8200-8200-4955-0000-000<br>522-8200-8200-2301-0000-000 | 446.94<br>210.12<br>1,333.32<br>142.42               |
|         |           |                                 | 90995109   | 016175<br>016175           | WW- BIO-FILTERS- BLOWER BUILDING<br>522-8200-8200-2301-0000-000<br>522-8200-8200-4955-0000-000                                | 432.00<br>110.18<br>34.56<br><b>Total : 2,916.67</b> |
| 156081  | 5/19/2016 | cbc0726 ACEVEDO, RICARDO        | 00721030   |                            | CLOSING BILL CREDIT<br>520-2450-232                                                                                           | 92.76<br><b>Total : 92.76</b>                        |
| 156082  | 5/19/2016 | cbc0736 AGUAYO, FERNANDO        | 02004791   |                            | CLOSING BILL CREDIT<br>521-2450-000                                                                                           | 100.86<br><b>Total : 100.86</b>                      |
| 156083  | 5/19/2016 | 000289 AIRGAS USA, LLC          | 9050298641 |                            | WW- OXYGEN & WELDING SUPPLIES                                                                                                 |                                                      |

Bank code : boa

| Voucher | Date      | Vendor                   | Invoice        | PO #   | Description/Account                                             | Amount        |
|---------|-----------|--------------------------|----------------|--------|-----------------------------------------------------------------|---------------|
| 156083  | 5/19/2016 | 000289 AIRGAS USA, LLC   | (Continued)    |        |                                                                 |               |
|         |           |                          |                | 015713 | 522-8200-8200-2255-0000-000                                     | 110.19        |
|         |           |                          |                |        | <b>Total :</b>                                                  | <b>110.19</b> |
| 156084  | 5/19/2016 | 058945 ALBA, CARLOS      | REBATE- WASHER |        | PUBLIC BEN- ENERGY EFFICIENCY RE<br>526-8000-8035-2041-0930-010 | 75.00         |
|         |           |                          |                |        | <b>Total :</b>                                                  | <b>75.00</b>  |
| 156085  | 5/19/2016 | cbc0716 AMERICAN CAPITAL | 00290370       |        | CLOSING BILL CREDIT<br>520-2450-232                             | 338.00        |
|         |           |                          |                |        | <b>Total :</b>                                                  | <b>338.00</b> |
| 156087  | 5/19/2016 | 046028 AT & T            | 0001454-0516   |        | I.S.- TELEPHONE SERVICES                                        |               |
|         |           |                          | 2516474-0416   | 054153 | 606-6040-6044-2310-0000-000                                     | 1,092.91      |
|         |           |                          | 3700339-0416   | 054153 | ELEC- TELEPHONE SERVICES<br>520-8000-8001-2310-0930-200         | 88.94         |
|         |           |                          | 3700340-0416   | 054153 | ELEC- TELEPHONE SERVICES<br>520-8000-8024-2310-0930-200         | 18.16         |
|         |           |                          | 3701325-0516   | 054153 | ELEC- TELEPHONE SERVICES<br>520-8000-8024-2310-0930-200         | 34.43         |
|         |           |                          | 3702643-0416   | 054153 | I.S.- TELEPHONE SERVICES<br>606-6040-6044-2310-0000-000         | 16.24         |
|         |           |                          | 3702739-0416   | 054153 | ELEC- TELEPHONE SERVICES<br>520-8000-8024-2310-0930-200         | 18.72         |
|         |           |                          | 3704863-0416   | 054153 | ELEC- TELEPHONE SERVICES<br>520-8000-8024-2310-0930-200         | 18.72         |
|         |           |                          | 4218472-0416   | 054153 | W- TELEPHONE SERVICES<br>521-8100-8101-2310-0000-000            | 32.55         |
|         |           |                          | 4219818-0416   | 054153 | ELEC- TELEPHONE SERVICES<br>520-8000-8024-2310-0930-200         | 18.16         |
|         |           |                          | 4220768-0416   | 054153 | ELEC- TELEPHONE SERVICES<br>520-8000-8024-2310-0930-200         | 34.34         |
|         |           |                          | 4221190-0416   | 054153 | ELEC- TELEPHONE SERVICES<br>520-8000-8024-2310-0930-200         | 18.16         |
|         |           |                          | 4221864-0416   | 054153 | ELEC- TELEPHONE SERVICES<br>520-8000-8024-2310-0930-200         | 18.70         |

Bank code : boa

| Voucher | Date      | Vendor        | Invoice      | PO #   | Description/Account         | Amount |
|---------|-----------|---------------|--------------|--------|-----------------------------|--------|
| 156087  | 5/19/2016 | 046028 AT & T | (Continued)  |        |                             |        |
|         |           |               |              | 054153 | 520-8000-8024-2310-0930-200 | 18.61  |
|         |           |               | 4230547-0416 |        | ELEC- TELEPHONE SERVICES    |        |
|         |           |               |              | 054153 | 520-8000-8024-2310-0930-200 | 16.28  |
|         |           |               | 4300092-0416 |        | ELEC- TELEPHONE SERVICES    |        |
|         |           |               |              | 054153 | 520-8000-8009-2225-0548-000 | 207.57 |
|         |           |               | 4330024-0416 |        | ELEC- TELEPHONE SERVICES    |        |
|         |           |               |              | 054153 | 520-8000-8024-2310-0930-200 | 35.45  |
|         |           |               | 4330127-0416 |        | ELEC- TELEPHONE SERVICES    |        |
|         |           |               |              | 054153 | 520-8000-8024-2310-0930-200 | 18.16  |
|         |           |               | 4339203-0416 |        | ELEC- TELEPHONE SERVICES    |        |
|         |           |               |              | 054153 | 520-8000-8024-2310-0930-200 | 18.14  |
|         |           |               | 4339427-0416 |        | ELEC- TELEPHONE SERVICES    |        |
|         |           |               |              | 054153 | 520-8000-8024-2310-0930-200 | 18.16  |
|         |           |               | 4497448-0416 |        | ELEC- TELEPHONE SERVICES    |        |
|         |           |               |              | 054153 | 520-8000-8001-2310-0930-200 | 249.39 |
|         |           |               | 4510114-0416 |        | ELEC- TELEPHONE SERVICES    |        |
|         |           |               |              | 054153 | 520-8000-8001-2310-0930-200 | 69.18  |
|         |           |               | 5140443-0416 |        | ELEC- TELEPHONE SERVICES    |        |
|         |           |               |              | 054153 | 520-8000-8024-2310-0930-200 | 18.05  |
|         |           |               | 5141921-0416 |        | ELEC- TELEPHONE SERVICES    |        |
|         |           |               |              | 054153 | 520-8000-8024-2310-0930-200 | 18.14  |
|         |           |               | 6862546-0416 |        | ELEC- TELEPHONE SERVICES    |        |
|         |           |               |              | 054153 | 520-8000-8024-2310-0930-200 | 18.63  |
|         |           |               | 7830926-0416 |        | ELEC- TELEPHONE SERVICES    |        |
|         |           |               |              | 054153 | 520-8000-8024-2310-0930-200 | 16.26  |
|         |           |               | 7831436-0416 |        | ELEC- TELEPHONE SERVICES    |        |
|         |           |               |              | 054153 | 520-8000-8024-2310-0930-200 | 18.14  |
|         |           |               | 7831468-0416 |        | VW- TELEPHONE SERVICES      |        |
|         |           |               |              | 054153 | 522-8200-8200-2310-0000-000 | 18.14  |
|         |           |               | 7832613-0416 |        | ELEC- TELEPHONE SERVICES    |        |
|         |           |               |              | 054153 | 520-8000-8024-2310-0930-200 | 18.14  |
|         |           |               | 7832709-0416 |        | ELEC- TELEPHONE SERVICES    |        |
|         |           |               |              | 054153 | 520-8000-8024-2310-0930-200 | 18.14  |
|         |           |               | 7833501-0416 |        | ELEC- TELEPHONE SERVICES    |        |
|         |           |               |              | 054153 | 520-8000-8024-2310-0930-200 | 18.14  |
|         |           |               | 7833610-0416 |        | ELEC- TELEPHONE SERVICES    |        |

Bank code : boa

| Voucher | Date      | Vendor        | Invoice       | PO #   | Description/Account                                     | Amount |
|---------|-----------|---------------|---------------|--------|---------------------------------------------------------|--------|
| 156087  | 5/19/2016 | 046028 AT & T | (Continued)   |        |                                                         |        |
|         |           |               |               | 054153 | 520-8000-8024-2310-0930-200<br>ELEC- TELEPHONE SERVICES | 18.14  |
|         |           |               | 7833649-0416  | 054153 | 520-8000-8024-2310-0930-200<br>ELEC- TELEPHONE SERVICES | 18.14  |
|         |           |               | 7833652-0416  | 054153 | 520-8000-8024-2310-0930-200<br>ELEC- TELEPHONE SERVICES | 34.39  |
|         |           |               | 7833824-0416  | 054153 | 520-8000-8024-2310-0930-200<br>ELEC- TELEPHONE SERVICES | 18.14  |
|         |           |               | 7833826-0416  | 054153 | 520-8000-8024-2310-0930-200<br>ELEC- TELEPHONE SERVICES | 18.14  |
|         |           |               | 78338269-0416 | 054153 | 520-8000-8024-2310-0930-200<br>ELEC- TELEPHONE SERVICES | 18.14  |
|         |           |               | 7833835-0416  | 054153 | 520-8000-8024-2310-0930-200<br>ELEC- TELEPHONE SERVICES | 18.14  |
|         |           |               | 7833902-0416  | 054153 | 520-8000-8024-2310-0930-200<br>ELEC- TELEPHONE SERVICES | 18.14  |
|         |           |               | 7833911-0416  | 054153 | 520-8000-8024-2310-0930-200<br>ELEC- TELEPHONE SERVICES | 18.14  |
|         |           |               | 7833917-0416  | 054153 | 520-8000-8024-2310-0930-200<br>ELEC- TELEPHONE SERVICES | 18.14  |
|         |           |               | 7833923-0416  | 054153 | 520-8000-8024-2310-0930-200<br>ELEC- TELEPHONE SERVICES | 18.14  |
|         |           |               | 7833944-0416  | 054153 | 520-8000-8024-2310-0930-200<br>ELEC- TELEPHONE SERVICES | 18.14  |
|         |           |               | 7834069-0416  | 054153 | 520-8000-8024-2310-0930-200<br>ELEC- TELEPHONE SERVICES | 18.14  |
|         |           |               | 7834206-0416  | 054153 | 520-8000-8024-2310-0930-200<br>ELEC- TELEPHONE SERVICES | 18.14  |
|         |           |               | 7834208-0416  | 054153 | 520-8000-8024-2310-0930-200<br>ELEC- TELEPHONE SERVICES | 18.14  |
|         |           |               | 7834218-0416  | 054153 | 520-8000-8024-2310-0930-200<br>ELEC- TELEPHONE SERVICES | 18.14  |
|         |           |               | 7834230-0416  | 054153 | 520-8000-8024-2310-0930-200<br>ELEC- TELEPHONE SERVICES | 18.14  |
|         |           |               | 7834317-0416  | 054153 | 520-8000-8024-2310-0930-200<br>ELEC- TELEPHONE SERVICES | 18.14  |
|         |           |               | 7837951-0416  | 054153 | 520-8000-8024-2310-0930-200<br>ELEC- TELEPHONE SERVICES | 18.14  |

Bank code : boa

| Voucher | Date      | Vendor                  | Invoice             | PO #   | Description/Account               | Amount          |
|---------|-----------|-------------------------|---------------------|--------|-----------------------------------|-----------------|
| 156087  | 5/19/2016 | 046028 AT & T           | (Continued)         |        |                                   |                 |
|         |           |                         |                     | 054153 | 520-8000-8024-2310-0930-200       | 18.14           |
|         |           |                         | 7838104-0516        |        | I.S.- TELEPHONE SERVICES          |                 |
|         |           |                         |                     | 054153 | 606-6040-6044-2310-0000-000       | 115.12          |
|         |           |                         | 8250742-0416        |        | ELEC- TELEPHONE SERVICES          |                 |
|         |           |                         |                     | 054153 | 520-8000-8024-2310-0930-200       | 16.26           |
|         |           |                         | 8251278-0416        |        | ELEC- TELEPHONE SERVICES          |                 |
|         |           |                         |                     | 054153 | 520-8000-8009-2225-0548-000       | 116.64          |
|         |           |                         | 8252094-0416        |        | ELEC- TELEPHONE SERVICES          |                 |
|         |           |                         |                     | 054153 | 520-8000-8024-2310-0930-200       | 34.39           |
|         |           |                         | 8254114-0416        |        | VW- TELEPHONE SERVICES            |                 |
|         |           |                         |                     | 054153 | 522-8200-8200-2310-0000-000       | 100.39          |
|         |           |                         | 8257703-0416        |        | ELEC- TELEPHONE SERVICES          |                 |
|         |           |                         |                     | 054153 | 520-8000-8024-2310-0930-200       | 18.14           |
|         |           |                         | 8720497-0416        |        | ELEC- TELEPHONE SERVICES          |                 |
|         |           |                         |                     | 054153 | 520-8000-8024-2310-0930-200       | 18.14           |
|         |           |                         | 8720941-0416        |        | ELEC- TELEPHONE SERVICES          |                 |
|         |           |                         |                     | 054153 | 520-8000-8024-2310-0930-200       | 18.07           |
|         |           |                         | 8751438-0316        |        | ELEC- TELEPHONE SERVICES          |                 |
|         |           |                         |                     | 054153 | 520-8000-8024-2310-0930-200       | 18.16           |
|         |           |                         | 8755362-0316        |        | ELEC* TELEPHONE SERVICES          |                 |
|         |           |                         |                     | 054153 | 520-8000-8024-2310-0930-200       | 34.43           |
|         |           |                         |                     |        | <b>Total :</b>                    | <b>3,073.40</b> |
| 156088  | 5/19/2016 | 093746 AT & T           | 287254304436X042716 |        | ELEC- PHONE SURVEILLANCE CAMERAS  |                 |
|         |           |                         |                     | 015458 | 520-8000-8004-2301-0921-000       | 28.98           |
|         |           |                         |                     |        | <b>Total :</b>                    | <b>28.98</b>    |
| 156089  | 5/19/2016 | 000205 AT&T             | 2710010-0516        |        | ELEC- TELEPHONE SERVICES          |                 |
|         |           |                         |                     | 054152 | 520-8000-8001-2310-0930-200       | 33.29           |
|         |           |                         |                     |        | <b>Total :</b>                    | <b>33.29</b>    |
| 156090  | 5/19/2016 | 049779 AVILA, ELIAS     | 06/13-16/16         |        | ELEC- PER DIEM (AVO TRAINING)     |                 |
|         |           |                         |                     |        | 520-8000-8002-2280-0930-200       | 72.00           |
|         |           |                         |                     |        | <b>Total :</b>                    | <b>72.00</b>    |
| 156091  | 5/19/2016 | 060330 BAUMANN, DANIELA | REBATE- WINDOWS     |        | PUBLIC BEN- WEATHERIZATION REBATE |                 |

Bank code : boa

| Voucher | Date      | Vendor                     | Invoice     | PO # | Description/Account                    | Amount        |
|---------|-----------|----------------------------|-------------|------|----------------------------------------|---------------|
| 156091  | 5/19/2016 | 060330 BAUMANN, DANIELA    | (Continued) |      | 526-8000-8035-2041-0930-010            | 708.92        |
|         |           |                            |             |      | <b>Total :</b>                         | <b>708.92</b> |
| 156092  | 5/19/2016 | 003096 BENNETT, DEIRDRE    | 10/01-02 14 |      | COUNCIL- PER DIEM/ MILEAGE (ICSC CONF) |               |
|         |           |                            |             |      | 100-6000-6000-2280-0000-000            | 240.96        |
|         |           |                            |             |      | <b>Total :</b>                         | <b>240.96</b> |
| 156093  | 5/19/2016 | 001527 BEST BEST & KRIEGER | 762831      |      | ECON DEV- LEGAL SERVICES               |               |
|         |           |                            | 764586      |      | 100-6050-6050-2350-0000-851            | 2,652.00      |
|         |           |                            | 766415      |      | ECON DEV- LEGAL SERVICES               |               |
|         |           |                            | 770245      |      | 100-6050-6050-2350-0000-851            | 994.50        |
|         |           |                            | 770246      |      | ECON DEV- LEGAL SERVICES               |               |
|         |           |                            | 770247      |      | 100-6050-6050-2350-0000-851            | 1,102.50      |
|         |           |                            | 770248      |      | ECON DEV- LEGAL SERVICES               |               |
|         |           |                            | 770249      |      | 898-9000-9800-2350-0000-000            | 2,677.50      |
|         |           |                            | 770250      |      | W- LEGAL SERVICES                      |               |
|         |           |                            | 770251      |      | 521-8100-8101-2350-0000-000            | 612.00        |
|         |           |                            | 770252      |      | W- LEGAL SERVICES                      |               |
|         |           |                            | 770253      |      | 521-8100-8101-2350-0000-000            | 299.76        |
|         |           |                            | 770254      |      | C. ATTORNEY- LEGAL SERVICES            |               |
|         |           |                            | 770255      |      | 100-6050-6050-2350-0000-000            | 32,647.98     |
|         |           |                            | 770256      |      | C. ATTORNEY- LEGAL SERVICES            |               |
|         |           |                            | 770257      |      | 100-6050-6050-2350-0000-000            | 1,606.50      |
|         |           |                            |             |      | C. ATTORNEY- LEGAL SERVICES            |               |
|         |           |                            |             |      | 100-6050-6050-2350-0000-603            | 1,247.88      |
|         |           |                            |             |      | LEGAL SVCS (DANIELS) (FIRE)            |               |
|         |           |                            |             |      | 100-6050-6050-2350-0000-603            | 2,347.00      |
|         |           |                            |             |      | C. ATTORNEY- LEGAL SERVICES            |               |
|         |           |                            |             |      | 100-6050-6050-2350-0000-000            | 7,699.08      |
|         |           |                            |             |      | ECON DEV- LEGAL SERVICES               |               |
|         |           |                            |             |      | 898-9000-9000-2350-0000-000            | 8,933.89      |
|         |           |                            |             |      | RISK- LEGAL SERVICES                   |               |
|         |           |                            |             |      | 607-6040-8601-2290-0000-000            | 1,247.50      |
|         |           |                            |             |      | C. ATTORNEY- LEGAL SVCS                |               |
|         |           |                            |             |      | 100-6050-6050-2350-0000-000            | 5,993.01      |
|         |           |                            |             |      | ELEC- LEGAL SERVICES                   |               |

Bank code : boa

| Voucher | Date      | Vendor                                | Invoice      | PO #   | Description/Account                                           | Amount           |
|---------|-----------|---------------------------------------|--------------|--------|---------------------------------------------------------------|------------------|
| 156093  | 5/19/2016 | 001527 BEST BEST & KRIEGER            | (Continued)  |        |                                                               |                  |
|         |           |                                       | 770258       |        | 520-8000-8001-2350-0923-000<br>W- LEGAL SERVICES              | 1,518.00         |
|         |           |                                       | 770259       |        | 521-8100-8101-2350-0000-000<br>W- LEGAL SERVICES              | 871.50           |
|         |           |                                       | 770262       |        | 521-8100-8101-2352-0000-000<br>WW- LEGAL SERVICES             | 459.00           |
|         |           |                                       |              |        | 522-8200-8200-2350-0000-000                                   | 2,345.50         |
|         |           |                                       |              |        | <b>Total :</b>                                                | <b>75,255.10</b> |
| 156094  | 5/19/2016 | 003812 BEST BUY                       | 2291320      |        |                                                               |                  |
|         |           |                                       |              | 016374 | PD- CAMERAS<br>100-6070-6071-1180-0000-000                    | 9,599.94         |
|         |           |                                       |              |        | 100-6070-6071-1180-0000-000                                   | 768.00           |
|         |           |                                       |              |        | <b>Total :</b>                                                | <b>10,367.94</b> |
| 156095  | 5/19/2016 | cbc0747 BRAUNS, SHANNON               | 00880100     |        |                                                               |                  |
|         |           |                                       |              |        | CLOSING BILL CREDIT<br>520-2450-232                           | 49.52            |
|         |           |                                       |              |        | <b>Total :</b>                                                | <b>49.52</b>     |
| 156096  | 5/19/2016 | 059924 BURTON, ROBERT                 | REBATE- TURF |        |                                                               |                  |
|         |           |                                       |              |        | WATER CONSERVATION REBATE<br>521-8100-8110-2041-0000-000      | 1,600.00         |
|         |           |                                       |              |        | <b>Total :</b>                                                | <b>1,600.00</b>  |
| 156097  | 5/19/2016 | 059362 BUSCH, SUZANNE                 | 04/21/16     |        |                                                               |                  |
|         |           |                                       |              |        | LIB- MILEAGE REIMBURSE<br>211-6200-7101-2280-0000-000         | 18.14            |
|         |           |                                       |              |        | <b>Total :</b>                                                | <b>18.14</b>     |
| 156098  | 5/19/2016 | cbc0725 BUTLER, JESSIE                | 00411155     |        |                                                               |                  |
|         |           |                                       |              |        | CLOSING BILL CREDIT<br>520-2450-232                           | 37.04            |
|         |           |                                       |              |        | <b>Total :</b>                                                | <b>37.04</b>     |
| 156099  | 5/19/2016 | 018879 CAL-DUCT, INC                  | 5079300      |        |                                                               |                  |
|         |           |                                       |              | 015606 | ELEC- PARTS FOR T&D DIVISION<br>520-8000-8004-2301-0921-000   | 668.19           |
|         |           |                                       |              |        | <b>Total :</b>                                                | <b>668.19</b>    |
| 156100  | 5/19/2016 | 093676 CANON SOLUTIONS AMERICAN, INC. | 4019029477   |        |                                                               |                  |
|         |           |                                       |              | 015416 | COPIER MAINT. (VARIOUS DEPT'S)<br>100-6070-6071-2240-0000-000 | 170.03           |
|         |           |                                       |              | 015416 | 520-8000-8009-2225-0548-000                                   | 5.38             |

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| Voucher | Date      | Vendor                                | Invoice                       | PO #   | Description/Account                                                                                                                                   | Amount              |
|---------|-----------|---------------------------------------|-------------------------------|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| 156100  | 5/19/2016 | 093676 CANON SOLUTIONS AMERICAN, INC. | (Continued)                   |        |                                                                                                                                                       |                     |
|         |           |                                       |                               | 015416 | 100-6040-6041-2240-0000-000                                                                                                                           | 74.66               |
|         |           |                                       |                               | 015416 | 100-6200-6250-2240-0000-000                                                                                                                           | 62.99               |
|         |           |                                       |                               | 015416 | 100-6070-6071-2240-0000-000                                                                                                                           | 189.95              |
|         |           |                                       |                               | 015416 | 520-8000-8003-2240-0592-100                                                                                                                           | 25.02               |
|         |           |                                       |                               | 015416 | 100-6020-6020-2240-0000-000                                                                                                                           | 120.53              |
|         |           |                                       |                               | 015416 | 100-6150-6151-2240-0000-000                                                                                                                           | 73.05               |
|         |           |                                       |                               | 015416 | 521-8300-8300-2240-0000-000                                                                                                                           | 73.05               |
|         |           |                                       |                               | 015416 | 100-6300-6301-2240-0000-000                                                                                                                           | 417.10              |
|         |           |                                       |                               | 015416 | 520-8000-8001-2240-0930-200                                                                                                                           | 196.66              |
|         |           |                                       |                               | 015416 | 100-6040-6043-2240-0000-000                                                                                                                           | 36.42               |
|         |           |                                       |                               | 015416 | 100-6200-6200-2240-0000-000                                                                                                                           | 244.74              |
|         |           |                                       |                               | 015416 | 100-6090-6091-2240-0000-000                                                                                                                           | 12.55               |
|         |           |                                       |                               | 015416 | 100-6000-6000-2240-0000-000                                                                                                                           | 213.47              |
|         |           |                                       |                               | 015416 | 100-6070-6071-2240-0000-000                                                                                                                           | 222.29              |
|         |           |                                       |                               | 015416 | 206-7200-7202-2240-0000-000                                                                                                                           | 56.13               |
|         |           |                                       |                               | 015416 | 100-6070-6071-2240-0000-000                                                                                                                           | 23.85               |
|         |           |                                       |                               | 015416 | 100-6150-6151-2240-0000-000                                                                                                                           | 31.54               |
|         |           |                                       |                               | 015416 | 521-8300-8300-2240-0000-000                                                                                                                           | 31.55               |
|         |           |                                       |                               | 015416 | 100-6070-6071-2240-0000-000                                                                                                                           | 187.28              |
|         |           |                                       |                               | 015416 | 100-6030-6030-2240-0000-000                                                                                                                           | 38.96               |
|         |           |                                       |                               |        | <b>Total :</b>                                                                                                                                        | <b>2,507.20</b>     |
| 156101  | 5/19/2016 | 060328 CANTRELL, RICKY                | 05/01-02/16                   |        | PD- REIMBURSE FOR FUEL<br>100-6070-6071-1160-0000-000                                                                                                 | 51.79               |
|         |           |                                       |                               |        | <b>Total :</b>                                                                                                                                        | <b>51.79</b>        |
| 156102  | 5/19/2016 | 092067 CAPTURE TECHNOLOGIES           | 37482                         | 016278 | PD- SOLE SOURCE - AUDIOLOG<br>100-6070-6071-2310-0000-000<br>100-6070-6071-2310-0000-000                                                              | 13,904.99<br>902.00 |
|         |           |                                       |                               |        | <b>Total :</b>                                                                                                                                        | <b>14,806.99</b>    |
| 156103  | 5/19/2016 | 045542 CARL WARREN & COMPANY          | 1751076<br>1752685<br>1752686 |        | RISK- LIABILITY CLAIMS FEES<br>607-6040-8601-2350-0000-000<br>RISK- LIABILITY CLAIMS FEE<br>607-6040-8601-2350-0000-000<br>RISK- LIABILITY CLAIMS FEE | 7,540.00<br>787.03  |

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|----------------|-----------|--------------------------------------|-----------------|--------|---------------------------------------------------------------------------------------|--------------------------|
| 156103         | 5/19/2016 | 045542 CARL WARREN & COMPANY         | (Continued)     |        | 607-6040-8601-2350-0000-000                                                           | 176.45                   |
| <b>Total :</b> |           |                                      |                 |        |                                                                                       | <b>8,503.48</b>          |
| 156104         | 5/19/2016 | 045027 CDW GOVERNMENT                | CWT5739         | 016359 | C/S- PRINTER/ TONER<br>100-6040-6042-2300-0000-000                                    | 1,183.17                 |
|                |           |                                      | CXM2931         | 016359 | 100-6040-6042-2300-0000-000<br>C/S- LASERJET PRINTER                                  | 94.65                    |
|                |           |                                      | CXM3067         | 016359 | 100-6040-6042-2300-0000-000<br>100-6040-6042-2300-0000-000                            | 5,069.03<br>405.52       |
|                |           |                                      | CXT3653         | 016359 | C/S- PRINTER/ TONER<br>100-6040-6042-2300-0000-000                                    | 510.44<br>40.83          |
|                |           |                                      | CXV6491         | 016359 | 100-6040-6042-2300-0000-000<br>100-6040-6042-2300-0000-000<br>C/S- 3 YEAR REPAIR PLAN | 370.27<br>29.63<br>64.51 |
| <b>Total :</b> |           |                                      |                 |        |                                                                                       | <b>7,768.05</b>          |
| 156105         | 5/19/2016 | 093625 CITY OF FOSTER CITY           | 10102           |        | HR- ANNUAL RENEWAL FEE<br>100-6030-6030-2350-0000-000                                 | 2,000.00                 |
| <b>Total :</b> |           |                                      |                 |        |                                                                                       | <b>2,000.00</b>          |
| 156106         | 5/19/2016 | 033508 CITY OF SAN BERNARDINO        | 121-93224-04/16 |        | W- HYDRANT METER CHARGE<br>521-8100-8101-2331-0000-000                                | 526.15                   |
| <b>Total :</b> |           |                                      |                 |        |                                                                                       | <b>526.15</b>            |
| 156107         | 5/19/2016 | 000128 CLINICAL LAB OF S B INC       | 949387          | 015771 | W- LABORATORY SAMPLING<br>521-8100-8101-2350-0000-000                                 | 1,970.50                 |
| <b>Total :</b> |           |                                      |                 |        |                                                                                       | <b>1,970.50</b>          |
| 156108         | 5/19/2016 | 093545 COLLECTOR SOLUTIONS, INC.     | 2015905         | 015654 | C/S- ELECTRONIC COLLECTION SVC<br>100-6040-6042-2670-0000-000                         | 19,511.77                |
| <b>Total :</b> |           |                                      |                 |        |                                                                                       | <b>19,511.77</b>         |
| 156109         | 5/19/2016 | 093439 COMMERCIAL DOOR METAL SYSTEMS | 44819           |        | ELEC- PARTS FOR POWER PLANT                                                           |                          |

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|---------|-----------|--------------------------------------|-------------------|--------|------------------------------------------------------------------|-----------------|
| 156109  | 5/19/2016 | 093439 COMMERCIAL DOOR METAL SYSTEMS | (Continued)       | 015503 | 520-8000-8009-2225-0548-000                                      | 419.42          |
|         |           |                                      |                   |        | <b>Total :</b>                                                   | <b>419.42</b>   |
| 156110  | 5/19/2016 | cbc0728 COMMUNITY SVC & DEVELOPMENT  | 00882115          |        | CLOSING BILL CREDIT<br>520-2450-232                              | 41.68           |
|         |           |                                      |                   |        | <b>Total :</b>                                                   | <b>41.68</b>    |
| 156111  | 5/19/2016 | 060332 CONDE, AXEL                   | REBATE- PV SYSTEM |        | ELEC- PHOTOVOLTAIC SYSTEM REBATE<br>520-8000-8006-2330-0555-540  | 5,130.00        |
|         |           |                                      |                   |        | <b>Total :</b>                                                   | <b>5,130.00</b> |
| 156112  | 5/19/2016 | 092635 CRITERION AUTOMATION INC.     | 1604-SCAD67       | 015585 | W- SCADA SYSTEMS SERVICES<br>521-8100-8101-2350-0000-000         | 2,273.50        |
|         |           |                                      |                   | 015585 | 522-8200-8200-2350-0000-000                                      | 448.00          |
|         |           |                                      | 1605-SCAD68       | 015585 | W- SCADA SYSTEMS SERVICES<br>521-8100-8101-2350-0000-000         | 1,025.00        |
|         |           |                                      |                   | 015585 | 522-8200-8200-2350-0000-000                                      | 1,615.00        |
|         |           |                                      |                   |        | <b>Total :</b>                                                   | <b>5,361.50</b> |
| 156113  | 5/19/2016 | 040945 CSR COMPANY                   | 16125             | 015852 | WW- A/C & VENTILATING MAINTENANCE<br>522-8200-8200-2350-0000-000 | 574.76          |
|         |           |                                      |                   |        | <b>Total :</b>                                                   | <b>574.76</b>   |
| 156114  | 5/19/2016 | 000139 CULLIGAN WATER CONDITION      | 573004            | 015710 | WW- SOFTENER SUPPLIES<br>522-8200-8200-2301-0000-000             | 44.40           |
|         |           |                                      |                   |        | <b>Total :</b>                                                   | <b>44.40</b>    |
| 156115  | 5/19/2016 | 003952 DAILY JOURNAL CORP            | B2848407          |        | DEV SVCS- LEGAL PUBLICATION<br>100-6300-6302-2340-0000-000       | 585.20          |
|         |           |                                      | B2856284          |        | DEV SVCS- LEGAL PUBLICATION<br>100-6300-6302-2340-0000-000       | 253.00          |
|         |           |                                      | B2864586          |        | DEV SVCS- LEGAL PUBLICATION<br>100-6300-6302-2340-0000-000       | 90.20           |
|         |           |                                      | B2869860          |        | DEV SVCS- LEGAL PUBLICATION<br>100-6300-6302-2340-0000-000       | 169.40          |
|         |           |                                      |                   |        | <b>Total :</b>                                                   | <b>1,097.80</b> |

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| 156116  | 5/19/2016 | cbc0482 DARWIN, BILL                  | 02008376       |        | CLOSING BILL CREDIT<br>520-2450-232                             | 217.86          |
|         |           |                                       | 02008381       |        | CLOSING BILL CREDIT<br>520-2450-232                             | 17.50           |
|         |           |                                       |                |        | <b>Total :</b>                                                  | <b>235.36</b>   |
| 156117  | 5/19/2016 | 060336 DE LA TORRE, NICHOLAS          | REBATE- FRIDGE |        | PUBLIC BEN- ENERGY EFFICIENCY RE<br>526-8000-8035-2041-0930-010 | 75.00           |
|         |           |                                       |                |        | <b>Total :</b>                                                  | <b>75.00</b>    |
| 156118  | 5/19/2016 | 094020 DELTA ONE SOFTWARE SOLUTIONS   | 16-483         |        | PD- BARCODE SCANNER                                             |                 |
|         |           |                                       |                | 016315 | 100-6070-6071-2301-0000-000                                     | 2,690.39        |
|         |           |                                       |                |        | 100-6070-6071-2301-0000-000                                     | 228.07          |
|         |           |                                       |                |        | <b>Total :</b>                                                  | <b>2,918.46</b> |
| 156119  | 5/19/2016 | 093982 DENALI WATER SOLUTIONS LLC     | 0011295-IN     |        | WW- HAULING & DISPOSAL SVC                                      |                 |
|         |           |                                       |                | 015831 | 522-8200-8200-2350-0000-000                                     | 9,622.07        |
|         |           |                                       |                |        | <b>Total :</b>                                                  | <b>9,622.07</b> |
| 156120  | 5/19/2016 | 003851 EQUIFAX                        | 9718242        |        | C/S- CREDIT INFORMATION SERVICES                                |                 |
|         |           |                                       |                | 015426 | 100-6040-6042-2350-0000-000                                     | 698.09          |
|         |           |                                       |                |        | <b>Total :</b>                                                  | <b>698.09</b>   |
| 156121  | 5/19/2016 | cbc0723 ESCARCEGA, JESUS              | 00832190       |        | CLOSING BILL CREDIT<br>520-2450-232                             | 30.28           |
|         |           |                                       |                |        | <b>Total :</b>                                                  | <b>30.28</b>    |
| 156122  | 5/19/2016 | 013964 FEDERAL EXPRESS CORPORATION    | 5-415-74608    |        | ELEC- DELIVERY SERVICE                                          |                 |
|         |           |                                       |                | 015623 | 520-8000-8009-2225-0548-000                                     | 13.35           |
|         |           |                                       |                |        | <b>Total :</b>                                                  | <b>13.35</b>    |
| 156123  | 5/19/2016 | 001422 FERGUSON ENTERPRISES INC #1350 | 3202814        |        | WW- PLUMBING SUPPLIES                                           |                 |
|         |           |                                       |                | 054171 | 522-8200-8200-2257-0000-000                                     | 120.67          |
|         |           |                                       |                |        | <b>Total :</b>                                                  | <b>120.67</b>   |
| 156124  | 5/19/2016 | cbc0724 GARCIA, JENNY ANN             | 00680245       |        | CLOSING BILL CREDIT<br>520-2450-232                             | 42.47           |

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|---------|-----------|-----------------------------------|----------------|--------|-------------------------------|----------------------|
| 156124  | 5/19/2016 | cbc0724 cbc0724 GARCIA, JENNY ANN |                |        | (Continued)                   | <b>Total : 42.47</b> |
| 156125  | 5/19/2016 | 000157 GENUINE AUTO PARTS         | 136009         |        | AUTOMOTIVE PARTS              |                      |
|         |           |                                   | 145857         | 054176 | 608-6150-8700-2210-8700-000   | 12.16                |
|         |           |                                   | 145865         | 054176 | WW- HARDWARE PARTS            |                      |
|         |           |                                   | 145911         | 054176 | 522-8200-8200-2257-0000-000   | 31.15                |
|         |           |                                   | 146456         | 054176 | WW- HARDWARE PARTS            |                      |
|         |           |                                   | 146488         | 054176 | 522-8200-8200-2257-0000-000   | 9.50                 |
|         |           |                                   | 146743         | 054176 | WW- HARDWARE PARTS            |                      |
|         |           |                                   | 146966         | 054176 | 522-8200-8200-2255-0000-000   | 114.36               |
|         |           |                                   | 147092         | 054176 | AUTOMOTIVE PARTS              |                      |
|         |           |                                   | 147229         | 054176 | 608-6150-8700-2210-8000-000   | 16.90                |
|         |           |                                   | 148412         | 054176 | AUTOMOTIVE PARTS              |                      |
|         |           |                                   |                | 054176 | 608-6150-8700-2210-6071-000   | 10.68                |
|         |           |                                   |                | 054176 | AUTOMOTIVE PARTS              |                      |
|         |           |                                   |                | 054176 | 608-6150-8700-2210-6071-000   | 25.63                |
|         |           |                                   |                | 054176 | AUTOMOTIVE PARTS              |                      |
|         |           |                                   |                | 054176 | 608-6150-8700-2210-6205-000   | 192.19               |
|         |           |                                   |                | 054176 | AUTOMOTIVE PARTS              |                      |
|         |           |                                   |                | 054176 | 608-6150-8700-2210-6160-000   | 14.40                |
|         |           |                                   |                | 054176 | AUTO- CREDIT                  |                      |
|         |           |                                   |                | 054176 | 608-6150-8700-2210-8700-000   | -12.16               |
|         |           |                                   |                | 054176 | ELEC- AUTOMOTIVE PARTS        |                      |
|         |           |                                   |                | 054176 | 520-8000-8009-2225-0548-000   | 77.49                |
|         |           |                                   |                |        | <b>Total :</b>                | <b>492.30</b>        |
| 156126  | 5/19/2016 | 044587 GOLDEN WEST COLLEGE        | 06/13-06/24/16 |        | PD- TUITION (SGT SUPERVISORY) |                      |
|         |           |                                   |                |        | 100-6070-6071-1160-0000-000   | 254.00               |
|         |           |                                   |                |        | <b>Total :</b>                | <b>254.00</b>        |
| 156127  | 5/19/2016 | cbc0741 GONZALEZ, MAYRA           | 00760820       |        | CLOSING BILL CREDIT           |                      |
|         |           |                                   |                |        | 520-2450-232                  | 288.68               |
|         |           |                                   |                |        | <b>Total :</b>                | <b>288.68</b>        |
| 156128  | 5/19/2016 | cbc0729 GUADRON, CHRISTINA        | 02001301       |        | CLOSING BILL CREDIT           |                      |
|         |           |                                   |                |        | 520-2450-232                  | 135.91               |
|         |           |                                   |                |        | <b>Total :</b>                | <b>135.91</b>        |

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|----------------|-----------|---------------------------------|-----------------|--------|---------------------------------------------------------------|---------------|
| 156129         | 5/19/2016 | cbc0749 GUTIERREZ, TERESO       | 00530500        |        | CLOSING BILL CREDIT<br>520-2450-232                           | 206.78        |
| <b>Total :</b> |           |                                 |                 |        |                                                               | <b>206.78</b> |
| 156130         | 5/19/2016 | 059229 GUZMAN, JESUS            | OPT REIMB 15/17 |        | OPTICAL REIMBURSEMENT<br>520-8000-8003-1101-0926-000          | 76.75         |
| <b>Total :</b> |           |                                 |                 |        |                                                               | <b>76.75</b>  |
| 156131         | 5/19/2016 | cbc0727 HALDER, ROSALINDA       | 00960495        |        | CLOSING BILL CREDIT<br>520-2450-232                           | 173.25        |
| <b>Total :</b> |           |                                 |                 |        |                                                               | <b>173.25</b> |
| 156132         | 5/19/2016 | 049122 HARRIS, WADE             | 06/13-06/24/16  |        | PD- PER DIEM (SGT SUPERVISORY)<br>100-6070-6071-1160-0000-000 | 430.00        |
| <b>Total :</b> |           |                                 |                 |        |                                                               | <b>430.00</b> |
| 156133         | 5/19/2016 | cbc#8424 HEBERT, DEREK          | 00411055        |        | CLOSING BILL CREDIT<br>520-2450-232                           | 43.33         |
| <b>Total :</b> |           |                                 |                 |        |                                                               | <b>43.33</b>  |
| 156134         | 5/19/2016 | 060329 HERITAGE ANIMAL HOSPITAL | 04302016        |        | COMM SVCS- DOG VACCINES<br>762-2350-000                       | 365.00        |
| <b>Total :</b> |           |                                 |                 |        |                                                               | <b>365.00</b> |
| 156135         | 5/19/2016 | 025906 HOME DEPOT               | 0015271         |        | BM- HARDWARE SUPPLIES                                         |               |
|                |           |                                 | 1014115         | 054182 | 605-6150-6211-2250-6217-000                                   | 31.26         |
|                |           |                                 | 1574205         | 054182 | 605-6150-6211-2250-6213-000                                   | 35.94         |
|                |           |                                 | 2010663         | 054182 | 605-6150-6211-2250-6211-000                                   | 14.01         |
|                |           |                                 | 3023727         | 054182 | 605-6150-6211-2250-6250-000                                   | 105.59        |
|                |           |                                 | 3563057         | 054182 | 605-6150-6211-2250-6205-000                                   | 91.71         |
|                |           |                                 | 3592113         | 054181 | 520-8000-8003-2255-0592-100                                   | 211.41        |
|                |           |                                 |                 |        | BM- HARDWARE SUPPLIES                                         |               |

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|---------|-----------|-------------------------|-----------------|--------|------------------------------------------------------|---------------|
| 156135  | 5/19/2016 | 025906 HOME DEPOT       | (Continued)     |        |                                                      |               |
|         |           |                         | 4025247         | 054182 | 605-6150-6211-2250-6211-000<br>BM- HARDWARE SUPPLIES | 49.17         |
|         |           |                         | 9024098         | 054182 | 605-6150-6211-2250-6205-000<br>BM- HARDWARE SUPPLIES | 61.19         |
|         |           |                         | 9041754         | 054182 | 605-6150-6211-2250-6211-000<br>BM- HARDWARE SUPPLIES | 27.03         |
|         |           |                         |                 | 054182 | 605-6150-6211-2250-6211-000                          | 30.01         |
|         |           |                         |                 |        | <b>Total :</b>                                       | <b>657.32</b> |
| 156136  | 5/19/2016 | 025906 HOME DEPOT       | 6563428         |        | ELEC- HARDWARE SUPPLIES                              |               |
|         |           |                         |                 | 015509 | 520-8000-8009-2225-0548-000                          | 119.69        |
|         |           |                         |                 |        | <b>Total :</b>                                       | <b>119.69</b> |
| 156137  | 5/19/2016 | 037218 HOSE MAN         | 6180354-0001-06 |        | W- HOSE REPAIRS                                      |               |
|         |           |                         |                 | 054185 | 521-8100-8101-2411-0000-000                          | 160.38        |
|         |           |                         |                 |        | <b>Total :</b>                                       | <b>160.38</b> |
| 156138  | 5/19/2016 | cbc0752 HUANG, PUWEN    | 00290680        |        | CLOSING BILL CREDIT                                  |               |
|         |           |                         |                 |        | 520-2450-232                                         | 193.00        |
|         |           |                         |                 |        | <b>Total :</b>                                       | <b>193.00</b> |
| 156139  | 5/19/2016 | 016765 HYDRO SCAPE      | 9550172-00      |        | PARKS- LANDSCAPING SUPPLIES                          |               |
|         |           |                         | 9563357-00      | 015796 | 100-6150-6205-2301-0000-000                          | 231.68        |
|         |           |                         | 9563511-00      | 015796 | 100-6150-6205-2301-0000-000                          | 156.07        |
|         |           |                         | 9563958-00      | 015796 | 100-6150-6205-2301-0000-000                          | 63.43         |
|         |           |                         |                 | 015796 | 100-6150-6205-2301-0000-000                          | 105.18        |
|         |           |                         |                 |        | <b>Total :</b>                                       | <b>556.36</b> |
| 156140  | 5/19/2016 | 016765 HYDRO SCAPE      | 9553527-00      |        | LLMD- LANDSCAPING SUPPLIES                           |               |
|         |           |                         |                 | 054188 | 701-6150-6220-2301-0000-000                          | 83.89         |
|         |           |                         |                 |        | <b>Total :</b>                                       | <b>83.89</b>  |
| 156141  | 5/19/2016 | 019129 IE ALARM SYSTEMS | 93251           |        | BM- FIRE ALARM SYSTEM SERVICE                        |               |

| Bank code : |           | boa                                   |                     |        |                                                               |                  |
|-------------|-----------|---------------------------------------|---------------------|--------|---------------------------------------------------------------|------------------|
| Voucher     | Date      | Vendor                                | Invoice             | PO #   | Description/Account                                           | Amount           |
| 156141      | 5/19/2016 | 019129 IE ALARM SYSTEMS               | (Continued)         | 015715 | 605-6150-6211-2250-8101-000                                   | 60.00            |
|             |           |                                       |                     |        | <b>Total :</b>                                                | <b>60.00</b>     |
| 156142      | 5/19/2016 | 093934 INDUSTRIAL SAFETY SUPPLY CORP. | 1029505             |        | INV- ANTIBACTERIAL WIPES<br>100-1500-000                      | 105.62           |
|             |           |                                       |                     |        | <b>Total :</b>                                                | <b>105.62</b>    |
| 156143      | 5/19/2016 | 000276 INLAND WATER WORKS SUPPLY      | 282984              | 054189 | W- PIPING SUPPLIES<br>521-8100-8101-2411-0000-000             | 2,477.85         |
|             |           |                                       |                     |        | <b>Total :</b>                                                | <b>2,477.85</b>  |
| 156144      | 5/19/2016 | 029976 INTERNAL CONTROL POLYGRAPH     | 10852               |        | HR- PRE-EMPLOYMENT POLYGRAPHS<br>100-6030-6030-2342-0000-000  | 560.00           |
|             |           |                                       |                     |        | <b>Total :</b>                                                | <b>560.00</b>    |
| 156145      | 5/19/2016 | cbc0740 JIMENEZ, BRIANDA              | 00260095            |        | CLOSING BILL CREDIT<br>520-2450-232                           | 35.26            |
|             |           |                                       |                     |        | <b>Total :</b>                                                | <b>35.26</b>     |
| 156146      | 5/19/2016 | 044753 JUAREZ, SAMUEL                 | OPT REIMB 15/17     |        | ELEC- OPTICAL REIMBURSEMENT<br>520-8000-8003-1101-0926-000    | 450.00           |
|             |           |                                       |                     |        | <b>Total :</b>                                                | <b>450.00</b>    |
| 156147      | 5/19/2016 | 001947 KRIEGER & STEWART              | 39305               | 014684 | W- ENGINEERING ASSESSMENT<br>521-8100-8104-3890-0000-000      | 11,511.55        |
|             |           |                                       |                     |        | <b>Total :</b>                                                | <b>11,511.55</b> |
| 156148      | 5/19/2016 | 093056 LAWSON PRODUCTS                | 9304018934          | 016130 | WW- HARDWARE SUPPLIES<br>522-8200-8200-2301-0000-000          | 333.68           |
|             |           |                                       |                     |        | <b>Total :</b>                                                | <b>333.68</b>    |
| 156149      | 5/19/2016 | 060333 LEDEZMA, JUANA                 | REBATE- A/C UPGRADE |        | PUBLIC BEN- A/C UPGRADE REBATE<br>526-8000-8035-2041-0930-010 | 750.00           |
|             |           |                                       |                     |        | <b>Total :</b>                                                | <b>750.00</b>    |
| 156150      | 5/19/2016 | cbc0733 LI, ROGER                     | 00370110            |        | CLOSING BILL CREDIT<br>520-2450-232                           | 11.47            |

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| Voucher | Date      | Vendor                                | Invoice                             | PO #                       | Description/Account                                                                                                                                                                 | Amount                  |
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| 156150  | 5/19/2016 | cbc0733 cbc0733 LI, ROGER             | (Continued)                         |                            |                                                                                                                                                                                     | <b>Total : 11.47</b>    |
| 156151  | 5/19/2016 | cbc0751 LINARES, MARISOL              | 00111760                            |                            | CLOSING BILL CREDIT<br>520-2450-232                                                                                                                                                 | <b>Total : 31.97</b>    |
| 156152  | 5/19/2016 | cbc0731 LOERA, STEVE                  | 00271110                            |                            | CLOSING BILL CREDIT<br>520-2450-232                                                                                                                                                 | <b>Total : 11.82</b>    |
| 156153  | 5/19/2016 | 060335 MARIA AND AUGUSTO PEITEN       | REBATE- TURF                        |                            | W- WATER CONSERVATION REBATE<br>521-8100-8110-2041-0000-000                                                                                                                         | <b>Total : 800.00</b>   |
| 156154  | 5/19/2016 | 049938 MARTUS, GILBERT                | 00251580                            |                            | LEVEL PAY PLAN REFUND<br>520-2450-232                                                                                                                                               | <b>Total : 325.67</b>   |
| 156155  | 5/19/2016 | 093033 MAYON, LLC                     | 05/06-19/16                         |                            | FIN- PROF ACCOUNTING SERVICE<br>100-6040-6041-2350-0000-000                                                                                                                         | <b>Total : 2,100.00</b> |
| 156156  | 5/19/2016 | cbc#8044 MCR & DIVERS, INC            | 00950745<br>00970440                |                            | CLOSING BILL CREDIT<br>520-2450-232<br>CLOSING BILL CREDIT<br>520-2450-232                                                                                                          | <b>Total : 245.93</b>   |
| 156157  | 5/19/2016 | cbc0730 MENDOZA, VILMA                | 00494050                            |                            | CLOSING BILL CREDIT<br>520-2450-232                                                                                                                                                 | <b>Total : 119.21</b>   |
| 156158  | 5/19/2016 | 041081 MISSION LINEN SUPPLY & UNIFORM | 502137383<br>502181938<br>502181942 | 054197<br>054197<br>054197 | ST- UNIFORM RENTAL SERVICE<br>210-6150-6160-1170-0000-000<br>ST- UNIFORM RENTAL SERVICE<br>210-6150-6160-1170-0000-000<br>ST- UNIFORM RENTAL SERVICE<br>210-6150-6160-1170-0000-000 | 66.00<br>6.36<br>64.94  |

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| Voucher | Date      | Vendor                                | Invoice     | PO #   | Description/Account                                         | Amount |
|---------|-----------|---------------------------------------|-------------|--------|-------------------------------------------------------------|--------|
| 156158  | 5/19/2016 | 041081 MISSION LINEN SUPPLY & UNIFORM | (Continued) |        |                                                             |        |
|         |           |                                       | 502228160   | 054197 | ST- UNIFORM RENTAL SERVICE<br>210-6150-6160-1170-0000-000   | 6.36   |
|         |           |                                       | 502228164   | 054197 | ST- UNIFORM RENTAL SERVICE<br>210-6150-6160-1170-0000-000   | 64.94  |
|         |           |                                       | 502256153   | 054197 | WW- UNIFORM RENTAL SERVICES<br>522-8200-8200-1170-0000-000  | 201.90 |
|         |           |                                       | 502274663   | 054197 | W- UNIFORM RENTAL SERVICE<br>521-8100-8101-1170-0000-000    | 234.69 |
|         |           |                                       | 502274664   | 054197 | ST- UNIFORM RENTAL SERVICE<br>210-6150-6160-1170-0000-000   | 6.36   |
|         |           |                                       | 502274668   | 054197 | ST- UNIFORM RENTAL SERVICE<br>210-6150-6160-1170-0000-000   | 72.85  |
|         |           |                                       | 502274670   | 054197 | LLMD- UNIFORM RENTAL SERVICE<br>701-6150-6220-1170-0000-000 | 15.55  |
|         |           |                                       | 502284159   | 054197 | W- UNIFORM RENTAL SERVICES<br>521-8100-8101-1170-0000-000   | 12.48  |
|         |           |                                       | 502301759   | 054197 | WW- UNIFORM RENTAL SERVICES<br>522-8200-8200-1170-0000-000  | 198.97 |
|         |           |                                       | 502313790   | 054197 | ST- UNIFORM RENTAL SERVICE<br>210-6150-6160-1170-0000-000   | 226.24 |
|         |           |                                       | 502320321   | 054197 | W- UNIFORM RENTAL SERVICES<br>521-8100-8101-1170-0000-000   | 236.06 |
|         |           |                                       | 502320322   | 054197 | ST- UNIFORM RENTAL SERVICE<br>210-6150-6160-1170-0000-000   | 6.36   |
|         |           |                                       | 502320326   | 054197 | ST- UNIFORM RENTAL SERVICE<br>210-6150-6160-1170-0000-000   | 68.33  |
|         |           |                                       | 502320328   | 054197 | LLMD- UNIFORM RENTAL SERVICE<br>701-6150-6220-1170-0000-000 | 15.55  |
|         |           |                                       | 502347261   | 054197 | WW- UNIFORM RENTAL SERVICES<br>522-8200-8200-1170-0000-000  | 199.90 |
|         |           |                                       | 502365868   | 054197 | W- UNIFORM RENTAL SERVICES<br>521-8100-8101-1170-0000-000   | 233.82 |
|         |           |                                       | 502365869   | 054197 | ST- UNIFORM RENTAL SERVICE<br>210-6150-6160-1170-0000-000   | 6.36   |
|         |           |                                       | 502365873   | 054197 | ST- UNIFORM RENTAL SERVICE<br>210-6150-6160-1170-0000-000   | 64.94  |

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| Voucher        | Date      | Vendor                                | Invoice                  | PO #   | Description/Account                                           | Amount          |
|----------------|-----------|---------------------------------------|--------------------------|--------|---------------------------------------------------------------|-----------------|
| 156158         | 5/19/2016 | 041081 MISSION LINEN SUPPLY & UNIFORM | (Continued)<br>502365874 |        | PARKS- UNIFORM RENTAL SERVICE<br>100-6150-6205-1170-0000-000  | 73.62           |
|                |           |                                       | 502365875                | 054197 | ST- UNIFORM RENTAL SERVICES<br>701-6150-6220-1170-0000-000    | 15.55           |
|                |           |                                       | 502413126                | 054197 | W- UNIFORM RENTAL SERVICES<br>521-8100-8101-1170-0000-000     | 219.98          |
|                |           |                                       | 502413127                | 054197 | ST- UNIFORM RENTAL SERVICE<br>210-6150-6160-1170-0000-000     | 6.36            |
|                |           |                                       | 502413131                | 054197 | ST- UNIFORM RENTAL SERVICE<br>210-6150-6160-1170-0000-000     | 66.91           |
|                |           |                                       | 502413132                | 054197 | PARKS- UNIFORM RENTAL SERVICE<br>100-6150-6205-1170-0000-000  | 73.62           |
|                |           |                                       | 502413133                | 054197 | LLMD- UNIFORM RENTAL SERVICES<br>701-6150-6220-1170-0000-000  | 15.55           |
| <b>Total :</b> |           |                                       |                          |        |                                                               | <b>2,480.55</b> |
| 156159         | 5/19/2016 | 041081 MISSION LINEN SUPPLY & UNIFORM | 502274669                |        | PARKS- UNIFORM RENTAL SERVICES<br>100-6150-6205-1170-0000-000 | 73.62           |
|                |           |                                       | 502320327                | 015794 | PARKS- UNIFORM RENTAL SERVICES<br>100-6150-6205-1170-0000-000 | 73.62           |
|                |           |                                       | 502357465                | 015794 | BM- RUG RENTAL- CITY HALL<br>605-6150-6211-2250-6211-000      | 30.56           |
|                |           |                                       | 502365871                | 015582 | AUTO- UNIFORM RENTAL SERVICE<br>608-6150-8700-1170-0000-000   | 19.68           |
|                |           |                                       |                          | 015580 | 608-6150-8700-2301-0000-000                                   | 10.60           |
|                |           |                                       | 502365872                |        | BM- UNIFORM RENTAL SERVICE<br>605-6150-6211-1170-0000-000     | 15.55           |
|                |           |                                       | 502403743                | 015581 | BM- RUG RENTAL- CITY HALL<br>605-6150-6211-2250-6211-000      | 30.56           |
|                |           |                                       | 502413129                | 015582 | AUTO- UNIFORM RENTAL SERVICE<br>608-6150-8700-1170-0000-000   | 19.68           |
|                |           |                                       |                          | 015580 | 608-6150-8700-2301-0000-000                                   | 10.60           |
|                |           |                                       | 502413130                |        | BM- UNIFORM RENTAL SERVICE<br>605-6150-6211-1170-0000-000     | 15.55           |
|                |           |                                       | 502448875                | 015581 | BM- MAT RENTAL- CITY HALL<br>605-6150-6211-2250-6211-000      | 30.56           |
|                |           |                                       |                          | 015582 |                                                               |                 |

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| Voucher | Date      | Vendor                                | Invoice                  | PO #   | Description/Account                                          | Amount                  |
|---------|-----------|---------------------------------------|--------------------------|--------|--------------------------------------------------------------|-------------------------|
| 156159  | 5/19/2016 | 041081 MISSION LINEN SUPPLY & UNIFORM | (Continued)<br>502458402 |        | BM- UNIFORM RENTAL SERVICE<br>605-6150-6211-1170-0000-000    | 16.95                   |
|         |           |                                       |                          | 015581 |                                                              | <b>Total : 347.53</b>   |
| 156160  | 5/19/2016 | cbc0738 MORFIN, JESUS                 | 00157257                 |        | CLOSING BILL CREDIT<br>520-2450-232                          | 81.89                   |
|         |           |                                       |                          |        |                                                              | <b>Total : 81.89</b>    |
| 156161  | 5/19/2016 | 093220 NESTLE WATERS NORTH AMERICA    | 06C0034312421            |        | C. CARE- BOTTLE WATER SERVICE<br>206-7200-7203-2305-0000-000 | 34.19                   |
|         |           |                                       | 06D0030671358            | 054155 | LIB- BOTTLE WATER SERVICES<br>100-6200-6250-2301-0000-000    | 61.53                   |
|         |           |                                       | 06D0030671663            | 054155 | ELEC- BOTTLE WATER SERVICES<br>520-8000-8009-2225-0548-000   | 56.95                   |
|         |           |                                       | 06D0030671911            | 054155 | PURCH- BOTTLE WATER SERVICES<br>100-6040-6043-2301-0000-000  | 12.14                   |
|         |           |                                       | 06D0030672000            | 054155 | PW- BOTTLE WATER SERVICES<br>605-6150-6211-2301-0000-000     | 16.26                   |
|         |           |                                       |                          | 054155 | 608-6150-8700-2301-0000-000                                  | 16.25                   |
|         |           |                                       |                          |        |                                                              | <b>Total : 197.32</b>   |
| 156162  | 5/19/2016 | 059177 NEW YORK LIFE                  | MAY 16                   |        | SUPP. LIFE INSURANCE PREMIUMS<br>762-2205-000                | 576.46                  |
|         |           |                                       |                          |        |                                                              | <b>Total : 576.46</b>   |
| 156163  | 5/19/2016 | 060334 NUNEZ, JOSE                    | 02003231                 |        | WASTEWATER REFUND<br>522-2450-000                            | 1,348.89                |
|         |           |                                       |                          |        |                                                              | <b>Total : 1,348.89</b> |
| 156164  | 5/19/2016 | 045033 OFFICE DEPOT                   | 828914293001             |        | ELEC- CREDIT<br>520-8000-8001-2300-0921-000                  | -64.21                  |
|         |           |                                       | 834178903-001            | 054199 | W- OFFICE SUPPLIES<br>521-8100-8101-2300-0000-000            | 23.85                   |
|         |           |                                       | 839174926001             | 054199 | PUBLIC BEN- OFFICE SUPPLIES<br>526-8000-8035-2301-0921-000   | 253.71                  |
|         |           |                                       |                          |        |                                                              | <b>Total : 213.35</b>   |

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| 156165  | 5/19/2016 | 001712 PACIFIC ALARM SERVICE          | R120114   |        | BM- ALARM SERVICE             |                 |
|         |           |                                       |           | 054225 | 605-6150-6211-2250-6250-000   | 57.00           |
|         |           |                                       | R120115   |        | BM- ALARM SERVICES            |                 |
|         |           |                                       |           | 054225 | 605-6150-6211-2250-6202-000   | 260.00          |
|         |           |                                       | R120116   |        | BM- ALARM SERVICE             |                 |
|         |           |                                       |           | 054225 | 605-6150-6211-2250-6091-000   | 61.00           |
|         |           |                                       | R120117   |        | BM- ALARM SERVICE             |                 |
|         |           |                                       |           | 054225 | 605-6150-6211-2250-6250-000   | 147.00          |
|         |           |                                       | R120118   |        | BM- ALARM SERVICES            |                 |
|         |           |                                       |           | 054225 | 605-6150-6211-2250-6213-000   | 48.50           |
|         |           |                                       | R120119   |        | BM- ALARM SERVICE             |                 |
|         |           |                                       |           | 054225 | 605-6150-6211-2250-6213-000   | 41.00           |
|         |           |                                       | R120120   |        | BM- ALARM SERVICE             |                 |
|         |           |                                       |           | 054225 | 605-6150-6211-2250-6213-000   | 175.00          |
|         |           |                                       | R120121   |        | BM- ALARM SERVICES            |                 |
|         |           |                                       |           | 054225 | 605-6150-6211-2250-6091-000   | 53.50           |
|         |           |                                       | R120122   |        | BM- ALARM SERVICE             |                 |
|         |           |                                       |           | 054225 | 605-6150-6211-2250-6218-000   | 124.00          |
|         |           |                                       |           |        | <b>Total :</b>                | <b>967.00</b>   |
| 156166  | 5/19/2016 | cbc0737 PHUNG, CHRISTINE              | 00471540  |        | CLOSING BILL CREDIT           |                 |
|         |           |                                       |           |        | 520-2450-232                  | 3.00            |
|         |           |                                       |           |        | <b>Total :</b>                | <b>3.00</b>     |
| 156167  | 5/19/2016 | 041300 POWER PLUS                     | P10884-21 |        | ELEC- ENGINEERING SERVICES    |                 |
|         |           |                                       |           | 015802 | 520-8000-8002-2350-0923-000   | 4,500.00        |
|         |           |                                       |           |        | <b>Total :</b>                | <b>4,500.00</b> |
| 156168  | 5/19/2016 | 093977 PRECISION INSTRUMENTATION COMP | 201602165 |        | ELEC- INSTRUMENTATION EQUIP.  |                 |
|         |           |                                       |           | 015760 | 520-8000-8009-2225-0548-000   | 1,755.01        |
|         |           |                                       |           |        | <b>Total :</b>                | <b>1,755.01</b> |
| 156169  | 5/19/2016 | 014316 PRUDENTIAL OVERALL SUPPLY      | 22200881  |        | ELEC- UNIFORM RENTAL SERVICES |                 |
|         |           |                                       |           | 054229 | 520-8000-8009-2225-0548-000   | 84.55           |
|         |           |                                       |           |        | <b>Total :</b>                | <b>84.55</b>    |
| 156170  | 5/19/2016 | cbc0735 RANCHO HORIZON                | 00530490  |        | CLOSING BILL CREDIT           |                 |

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|---------|-----------|-----------------------------------|-------------|--------|-----------------------------------------------------------------|----------------|-----------------|
| 156170  | 5/19/2016 | cbc0735 RANCHO HORIZON            | (Continued) |        | 520-2450-232                                                    | 85.22          |                 |
|         |           |                                   |             |        |                                                                 | <b>Total :</b> | <b>85.22</b>    |
| 156171  | 5/19/2016 | 027892 RDO EQUIPMENT COMPANY      | P17078      | 015470 | ELEC- PARTS FOR MANLIFT<br>520-8000-8009-2225-0548-000          | 40.60          |                 |
|         |           |                                   |             |        |                                                                 | <b>Total :</b> | <b>40.60</b>    |
| 156172  | 5/19/2016 | 060331 RED TILE INN               | REBATE      |        | PUBLIC BEN- ENERGY EFFICIENCY RE<br>526-8000-8037-2041-0930-010 | 5,216.86       |                 |
|         |           |                                   |             |        |                                                                 | <b>Total :</b> | <b>5,216.86</b> |
| 156173  | 5/19/2016 | cbc#2438 REMAX RESULTS            | 00480350    |        | CLOSING BILL CREDIT<br>520-2450-232                             | 71.39          |                 |
|         |           |                                   |             |        |                                                                 | <b>Total :</b> | <b>71.39</b>    |
| 156174  | 5/19/2016 | cbc0588 REO ACCOUNTING, INC       | 00710660    |        | CLOSING BILL CREDIT<br>520-2450-232                             | 86.06          |                 |
|         |           |                                   |             |        |                                                                 | <b>Total :</b> | <b>86.06</b>    |
| 156175  | 5/19/2016 | 093905 RIGHT OF WAY INC.          | 19966       | 054205 | ST- TRAFFIC CONTROL EQUIP.<br>210-6150-6160-2301-0000-000       | 1,550.53       |                 |
|         |           |                                   | 20074       | 054205 | ST- TRAFFIC CONTROL EQUIP.<br>210-6150-6160-2301-0000-000       | 1,285.09       |                 |
|         |           |                                   | 21285       | 054205 | ST- TRAFFIC CONTROL EQUIP.<br>210-6150-6160-2301-0000-000       | 237.60         |                 |
|         |           |                                   | 21365       | 054205 | ST- TRAFFIC CONTROL EQUIP.<br>210-6150-6160-2301-0000-000       | 136.25         |                 |
|         |           |                                   | 21457       | 054205 | ST- TRAFFIC CONTROL EQUIP.<br>210-6150-6160-2301-0000-000       | 139.52         |                 |
|         |           |                                   | 21458       | 054205 | ST- TRAFFIC CONTROL EQUIP.<br>210-6150-6160-2301-0000-000       | 2,825.83       |                 |
|         |           |                                   | 21658       | 054205 | ST- TRAFFIC CONTROL EQUIP.<br>210-6150-6160-2301-0000-000       | 1,560.34       |                 |
|         |           |                                   |             |        |                                                                 | <b>Total :</b> | <b>7,735.16</b> |
| 156176  | 5/19/2016 | 045861 RIVERSIDE COUNTY SHERIFF'S | 06/06-10/16 |        | TRAINING (FIELD OFFICER COURSE)                                 |                |                 |

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|----------------|-----------|----------------------------------------|--------------------|--------|-----------------------------------------------------------------|---------------|
| Voucher        | Date      | Vendor                                 | Invoice            | PO #   | Description/Account                                             | Amount        |
| 156176         | 5/19/2016 | 045861 RIVERSIDE COUNTY SHERIFF'S      | (Continued)        |        | 100-6070-6071-1160-0000-000                                     | 180.00        |
| <b>Total :</b> |           |                                        |                    |        |                                                                 | <b>180.00</b> |
| 156177         | 5/19/2016 | 060322 RODRIGUEZ, DONALD               | REBATE- TREES      |        | PUBLIC BEN- TREE PLANTING REBATE<br>526-8000-8035-2041-0930-010 | 150.00        |
| <b>Total :</b> |           |                                        |                    |        |                                                                 | <b>150.00</b> |
| 156178         | 5/19/2016 | 049071 ROMO, ANTONIO                   | REBATE- AC TUNE UP |        | PUBLIC BEN- A/C TUNE UP REBATE<br>526-8000-8035-2041-0930-010   | 111.50        |
| <b>Total :</b> |           |                                        |                    |        |                                                                 | <b>111.50</b> |
| 156179         | 5/19/2016 | 016258 ROYAL WHOLESALE ELECTRIC        | 6441-506742        | 015887 | ELEC- ELECTRICAL SUPPLIES<br>520-8000-8009-2225-0548-000        | 169.51        |
| <b>Total :</b> |           |                                        |                    |        |                                                                 | <b>169.51</b> |
| 156180         | 5/19/2016 | cbc0732 ROYCE, JAIME                   | 00540671           |        | CLOSING BILL CREDIT<br>521-2450-000                             | 62.98         |
| <b>Total :</b> |           |                                        |                    |        |                                                                 | <b>62.98</b>  |
| 156181         | 5/19/2016 | cbc0742 SAMMONS-SMITH, ANGELA DENESHIA | 00841950           |        | CLOSING BILL CREDIT<br>520-2450-232                             | 235.55        |
| <b>Total :</b> |           |                                        |                    |        |                                                                 | <b>235.55</b> |
| 156182         | 5/19/2016 | 045951 SAN BERNARDINO COUNTY           | 06/27-06/30/16     |        | PD- TUITION (DEFENSIVE TACTICS)<br>100-6070-6071-1160-0000-000  | 630.00        |
| <b>Total :</b> |           |                                        |                    |        |                                                                 | <b>630.00</b> |
| 156183         | 5/19/2016 | 060337 SANCHEZ, LUIS                   | REBATE- AC TUNE UP |        | PUBLIC BEN- A/C TUNE UP REBATE<br>526-8000-8035-2041-0930-010   | 70.00         |
| <b>Total :</b> |           |                                        |                    |        |                                                                 | <b>70.00</b>  |
| 156184         | 5/19/2016 | 046302 SCOTT EQUIPMENT                 | E99760             | 015787 | ST- BACKHOE MATERIALS<br>210-6150-6160-2210-0000-000            | 180.36        |
|                |           |                                        | E99761             | 015787 | ST- BACKHOE MATERIALS<br>210-6150-6160-2210-0000-000            | 88.33         |
| <b>Total :</b> |           |                                        |                    |        |                                                                 | <b>268.69</b> |

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|-----------------|-----------|------------------------------------|---------------------|--------|---------------------------------------------------------------|-----------------|
| Voucher         | Date      | Vendor                             | Invoice             | PO #   | Description/Account                                           | Amount          |
| 156185          | 5/19/2016 | cbc#9847 SILVER BAY PROPERTY CORP  | 00502255            |        | CLOSING BILL CREDIT<br>520-2450-232                           | 289.72          |
| <b>Total :</b>  |           |                                    |                     |        |                                                               | <b>289.72</b>   |
| 156186          | 5/19/2016 | cbc0744 SIMIANO, NICOLAS           | 00791540            |        | CLOSING BILL CREDIT<br>520-2450-232                           | 121.88          |
| <b>Total :</b>  |           |                                    |                     |        |                                                               | <b>121.88</b>   |
| 156187          | 5/19/2016 | cbc0734 SMIRNIOTAKIS, PETER        | 00800630            |        | CLOSING BILL CREDIT<br>520-2450-232                           | 42.13           |
| <b>Total :</b>  |           |                                    |                     |        |                                                               | <b>42.13</b>    |
| 156188          | 5/19/2016 | 058614 SO CAL INDUSTRIES           | 224426              |        | COMM SVCS- RESTROOM RENTALS<br>100-6200-6214-2301-0000-000    | 183.24          |
| <b>Total :</b>  |           |                                    |                     |        |                                                               | <b>183.24</b>   |
| 156189          | 5/19/2016 | 092670 SO CAL LOCKSMITH            | 32248               |        | PARKS- LOCK PARTS & SERVICE                                   |                 |
|                 |           |                                    | 34553               | 015789 | 100-6150-6205-2301-0000-000                                   | 34.84           |
|                 |           |                                    |                     | 015789 | PARKS- LOCK PARTS & SERVICE<br>100-6150-6205-2301-0000-000    | 25.57           |
| <b>Total :</b>  |           |                                    |                     |        |                                                               | <b>60.41</b>    |
| 156190          | 5/19/2016 | 000269 SOUTHERN CALIFORNIA         | 18980               |        | ELEC- PROCESSING JOINT POLE<br>520-8000-8002-2255-0592-100    | 790.71          |
| <b>Total :</b>  |           |                                    |                     |        |                                                               | <b>790.71</b>   |
| 156191          | 5/19/2016 | 003758 SOUTHERN CALIFORNIA EDISON  | 2-20-147-0325-0516  |        | ELEC- ELECTRIC SERVICE<br>520-8000-8006-2330-0555-700         | 6,795.49        |
|                 |           |                                    | 2-25-757-6884-0516  |        | ELEC- ELECTRIC SERVICE<br>520-8000-8006-2330-0555-700         | 159.22          |
| <b>Total :</b>  |           |                                    |                     |        |                                                               | <b>6,954.71</b> |
| 156192          | 5/19/2016 | 003181 SOUTHERN CALIFORNIA GAS CO  | 099-236-3108-0-0416 |        | ELEC- NATURAL GAS TRANSMISSION<br>520-8000-8009-2321-0547-000 | 50.00           |
| <b>Total :</b>  |           |                                    |                     |        |                                                               | <b>50.00</b>    |
| 156193          | 5/19/2016 | 092358 SOUTHWEST MATERIAL HANDLING | 00593208            |        | PURCH- REPAIRS TO FORKLIFT                                    |                 |
|                 |           |                                    |                     | 016292 | 100-6040-6043-2240-0000-000                                   | 385.60          |

| Bank code : |           | boa    |                                    |             |                             |                       |
|-------------|-----------|--------|------------------------------------|-------------|-----------------------------|-----------------------|
| Voucher     | Date      | Vendor | Invoice                            | PO #        | Description/Account         | Amount                |
| 156193      | 5/19/2016 | 092358 | 092358 SOUTHWEST MATERIAL HANDLING | (Continued) |                             | <b>Total : 385.60</b> |
| 156194      | 5/19/2016 | 093988 | SPARKLING CLEAN CAR WASH INC.      | 166         | CAR WASH SERVICES           |                       |
|             |           |        |                                    | 054228      | 520-8000-8004-2210-0933-000 | 17.00                 |
|             |           |        |                                    | 054228      | 522-8200-8200-2210-0000-000 | 54.00                 |
|             |           |        | 173                                |             | VW- CAR WASH SERVICE        |                       |
|             |           |        |                                    | 054228      | 522-8200-8200-2210-0000-000 | 17.00                 |
|             |           |        |                                    |             | <b>Total :</b>              | <b>88.00</b>          |
| 156195      | 5/19/2016 | 000234 | SQUIRES LUMBER COMPANY             | 307956      | BM- MAINTENANCE MATERIAL    |                       |
|             |           |        |                                    | 054212      | 605-6150-6211-2250-0000-000 | 4.09                  |
|             |           |        | 308018                             | 054212      | BM- MAINTENANCE MATERIAL    |                       |
|             |           |        |                                    | 054212      | 605-6150-6211-2250-0000-000 | 14.55                 |
|             |           |        | 308098                             | 054212      | BM- MAINTENANCE MATERIAL    |                       |
|             |           |        |                                    | 054212      | 605-6150-6211-2250-6250-000 | 21.59                 |
|             |           |        | 308126                             | 054212      | BM- MAINTENANCE MATERIAL    |                       |
|             |           |        |                                    | 054212      | 605-6150-6211-2250-6211-000 | 8.09                  |
|             |           |        |                                    | 054212      | 605-6150-6211-2250-8101-000 | 8.09                  |
|             |           |        | 308177                             | 054212      | BM- MAINTENANCE MATERIAL    |                       |
|             |           |        |                                    | 054212      | 605-6150-6211-2250-6211-000 | 2.68                  |
|             |           |        |                                    | 054212      | 605-6150-6211-2250-8101-000 | 2.67                  |
|             |           |        | 308249                             | 054212      | BM- MAINTENANCE MATERIAL    |                       |
|             |           |        |                                    | 054212      | 605-6150-6211-2250-6217-000 | 21.58                 |
|             |           |        | 308322                             | 054212      | BM- MAINTENANCE MATERIAL    |                       |
|             |           |        |                                    | 054212      | 605-6150-6211-2250-0000-000 | 31.83                 |
|             |           |        | 308421                             | 054212      | BM- MAINTENANCE MATERIAL    |                       |
|             |           |        |                                    | 054212      | 605-6150-6211-2250-6211-000 | 53.99                 |
|             |           |        | 943178                             | 054212      | BM- MAINTENANCE MATERIAL    |                       |
|             |           |        |                                    | 054212      | 605-6150-6211-2250-0000-000 | 215.09                |
|             |           |        |                                    |             | <b>Total :</b>              | <b>384.25</b>         |
| 156196      | 5/19/2016 | 000234 | SQUIRES LUMBER COMPANY             | 0308070     | ST- ASPHALT MATERIAL        |                       |
|             |           |        |                                    | 015835      | 210-6150-6160-2301-0000-000 | 71.18                 |
|             |           |        | 307862                             | 015835      | ST- MAINTENANCE MATERIAL    |                       |
|             |           |        |                                    | 015835      | 210-6150-6160-2301-0000-000 | 66.88                 |
|             |           |        | 307873                             | 015835      | ST- MAINTENANCE MATERIAL    |                       |
|             |           |        |                                    | 015835      | 210-6150-6160-2301-0000-000 | 5.14                  |

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| Voucher | Date      | Vendor                               | Invoice     | PO #   | Description/Account         | Amount        |
|---------|-----------|--------------------------------------|-------------|--------|-----------------------------|---------------|
| 156196  | 5/19/2016 | 000234 SQUIRES LUMBER COMPANY        | (Continued) |        |                             |               |
|         |           |                                      | 307938      |        | ST- MAINTENANCE MATERIAL    |               |
|         |           |                                      |             | 015835 | 210-6150-6160-2301-0000-000 | 177.28        |
|         |           |                                      | 307955      |        | ST- MAINTENANCE MATERIAL    |               |
|         |           |                                      |             | 015835 | 210-6150-6160-2301-0000-000 | 8.62          |
|         |           |                                      | 307972      |        | ST- MAINTENANCE MATERIAL    |               |
|         |           |                                      |             | 015835 | 210-6150-6160-2301-0000-000 | 24.82         |
|         |           |                                      | 307976      |        | ST- MAINTENANCE MATERIAL    |               |
|         |           |                                      |             | 015835 | 210-6150-6160-2301-0000-000 | 69.39         |
|         |           |                                      | 308037      |        | ST- MAINTENANCE MATERIAL    |               |
|         |           |                                      |             | 015835 | 210-6150-6160-2301-0000-000 | 8.09          |
|         |           |                                      | 308102      |        | ST- ASPHALT MATERIAL        |               |
|         |           |                                      |             | 015835 | 210-6150-6160-2301-0000-000 | 5.39          |
|         |           |                                      | 308275      |        | ST- ASPHALT MATERIAL        |               |
|         |           |                                      |             | 015835 | 210-6150-6160-2301-0000-000 | 24.28         |
|         |           |                                      | 308278      |        | ST- ASPHALT MATERIAL        |               |
|         |           |                                      |             | 015835 | 210-6150-6160-2301-0000-000 | 18.35         |
|         |           |                                      | 308318      |        | ST- ASPHALT MATERIAL        |               |
|         |           |                                      |             | 015835 | 210-6150-6160-2301-0000-000 | 57.74         |
|         |           |                                      | 308331      |        | ST- ASPHALT MATERIAL        |               |
|         |           |                                      |             | 015835 | 210-6150-6160-2301-0000-000 | 22.12         |
|         |           |                                      |             |        | <b>Total :</b>              | <b>559.28</b> |
| 156197  | 5/19/2016 | 003079 STATE OF CALIF / JUSTICE DEPT | 163567      |        | HR- FINGERPRINTING SERVICE  |               |
|         |           |                                      |             | 054213 | 100-6030-6030-2342-0000-000 | 32.00         |
|         |           |                                      |             |        | <b>Total :</b>              | <b>32.00</b>  |
| 156198  | 5/19/2016 | 018487 STATER BROS MARKET            | C0220-0416  |        | SUPPLIES (VARIOUS DEPTS)    |               |
|         |           |                                      |             | 054214 | 206-7200-7202-2305-0000-000 | 19.32         |
|         |           |                                      |             | 054214 | 100-6070-6071-2301-0000-000 | 180.37        |
|         |           |                                      |             | 054214 | 100-6200-6209-2301-0000-000 | 25.42         |
|         |           |                                      |             | 054214 | 100-6200-6204-2301-0000-000 | 90.88         |
|         |           |                                      |             | 054214 | 100-6200-6215-2301-0000-000 | 76.11         |
|         |           |                                      |             | 054214 | 100-6200-6218-2301-0000-000 | 54.91         |
|         |           |                                      |             | 054214 | 100-6200-6212-2301-0000-000 | 17.96         |
|         |           |                                      |             | 054214 | 206-7200-7204-2305-0000-000 | 67.70         |
|         |           |                                      |             | 054214 | 100-6200-6214-2301-0000-000 | 7.38          |

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| Voucher | Date      | Vendor                              | Invoice      | PO #   | Description/Account                                             | Amount          |
|---------|-----------|-------------------------------------|--------------|--------|-----------------------------------------------------------------|-----------------|
| 156198  | 5/19/2016 | 018487 STATER BROS MARKET           | (Continued)  | 054214 | 206-7200-7203-2305-0000-000                                     | 316.81          |
|         |           |                                     |              |        | <b>Total :</b>                                                  | <b>856.86</b>   |
| 156199  | 5/19/2016 | cbc0739 STEIN, ALEXANDER            | 00800340     |        | CLOSING BILL CREDIT<br>520-2450-232                             | 80.13           |
|         |           |                                     |              |        | <b>Total :</b>                                                  | <b>80.13</b>    |
| 156200  | 5/19/2016 | 047580 SUCHIL, ISAAC T.             | 05/22-25/16  |        | C. COUNCIL- MILEAGE (ICSC RECON)<br>100-6000-6000-2280-0000-000 | 189.76          |
|         |           |                                     |              |        | <b>Total :</b>                                                  | <b>189.76</b>   |
| 156201  | 5/19/2016 | 002964 THE COUNSELING TEAM          | 31131        | 054163 | HR- COUNSELING SERVICES<br>100-6030-6030-2342-0000-000          | 250.00          |
|         |           |                                     | 31789        | 054163 | HR- COUNSELING SERVICES<br>100-6030-6030-2350-0000-000          | 960.00          |
|         |           |                                     |              |        | <b>Total :</b>                                                  | <b>1,210.00</b> |
| 156202  | 5/19/2016 | 093146 TIME WARNER CABLE            | 844840- 5/16 | 015651 | I.S.- CITY WIDE CABLE<br>606-6040-6044-2310-0000-000            | 602.82          |
|         |           |                                     |              |        | <b>Total :</b>                                                  | <b>602.82</b>   |
| 156203  | 5/19/2016 | 048802 TORO, DAVID                  | 05/22-25 16  |        | C. COUNCIL- MILEAGE (ICSC RECON)<br>100-6000-6000-2280-0000-000 | 189.76          |
|         |           |                                     |              |        | <b>Total :</b>                                                  | <b>189.76</b>   |
| 156204  | 5/19/2016 | 060327 TORO, DAVID                  | 04/30/16     |        | REIMBURSE DOG MICROCHIPPING<br>762-2350-000                     | 10.00           |
|         |           |                                     |              |        | <b>Total :</b>                                                  | <b>10.00</b>    |
| 156205  | 5/19/2016 | 041675 TRANSCAT, INC                | 1100593      | 015522 | ELEC- TEST & CALIBRATE EQUIP.<br>520-8000-8009-2225-0548-000    | 687.68          |
|         |           |                                     |              |        | <b>Total :</b>                                                  | <b>687.68</b>   |
| 156206  | 5/19/2016 | cbc#3294 UNITED PROPERTY MANAGEMENT | 00850336     |        | CLOSING BILL CREDIT<br>520-2450-232                             | 133.90          |
|         |           |                                     |              |        | <b>Total :</b>                                                  | <b>133.90</b>   |

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| Voucher        | Date      | Vendor                          | Invoice        | PO #   | Description/Account                                        | Amount          |
|----------------|-----------|---------------------------------|----------------|--------|------------------------------------------------------------|-----------------|
| 156207         | 5/19/2016 | 026131 VALENTIN, KEVIN          | 04/16-05/03/16 |        | FIRE- REIMBURSE RECERT FEES<br>100-6090-6091-1161-0000-000 | 260.00          |
| <b>Total :</b> |           |                                 |                |        |                                                            | <b>260.00</b>   |
| 156208         | 5/19/2016 | cbc0743 VELARDEZ, KATHERINE     | 00232355       |        | CLOSING BILL CREDIT<br>520-2450-232                        | 69.43           |
| <b>Total :</b> |           |                                 |                |        |                                                            | <b>69.43</b>    |
| 156209         | 5/19/2016 | cbc0748 VELASQUEZ, GUILLERMO    | 00260545       |        | CLOSING BILL CREDIT<br>520-2450-232                        | 73.36           |
| <b>Total :</b> |           |                                 |                |        |                                                            | <b>73.36</b>    |
| 156210         | 5/19/2016 | 093406 VERIZON WIRELESS         | 9763995864     | 054219 | AUTO- CELLULAR SERVICES<br>608-6150-8700-2310-0000-000     | 11.30           |
|                |           |                                 | 9763995865     | 054219 | ST- CELLULAR SERVICE<br>210-6150-6160-2310-0000-000        | 541.24          |
|                |           |                                 | 9763995870     | 054219 | PW- CELLULAR SERVICES<br>100-6150-6151-2310-0000-000       | 387.59          |
|                |           |                                 | 9763995872     | 054219 | PARKS- CELLULAR SERVICES<br>100-6150-6205-2310-0000-000    | 214.60          |
|                |           |                                 | 9763995873     | 054219 | WW- CELLULAR SERVICES<br>522-8200-8200-2310-0000-000       | 548.13          |
|                |           |                                 | 9763995874     | 054219 | BM- CELLULAR SERVICE<br>605-6150-6211-2310-0000-000        | 63.56           |
| <b>Total :</b> |           |                                 |                |        |                                                            | <b>1,766.42</b> |
| 156211         | 5/19/2016 | 033501 VULCAN MATERIALS COMPANY | 71059899       | 015798 | ST- ASPHALT MATERIAL<br>210-6150-6160-2301-0000-000        | 261.49          |
|                |           |                                 | 71061586       | 015798 | ST- ASPHALT MATERIAL<br>210-6150-6160-2301-0000-000        | 351.68          |
|                |           |                                 | 71073666       | 015798 | ST- ASPHALT MATERIAL<br>210-6150-6160-2301-0000-000        | 342.36          |
|                |           |                                 | 71086290       | 015798 | ST- ASPHALT MATERIAL<br>210-6150-6160-2301-0000-000        | 143.52          |
|                |           |                                 | 71093634       | 015798 | ST- ASPHALT MATERIAL<br>210-6150-6160-2301-0000-000        | 280.96          |

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|---------|-----------|----------------------------------------|-----------------|------------------|-----------------------------------------------------------------------------------------------|-------------------------|
| 156211  | 5/19/2016 | 033501 033501 VULCAN MATERIALS COMPANY | (Continued)     |                  |                                                                                               | <b>Total : 1,380.01</b> |
| 156212  | 5/19/2016 | 000159 W W GRAINGER, INC               | 1260876475      | 054221           | W- MAINTENANCE SUPPLIES<br>521-8100-8101-2301-0000-000                                        | 47.04                   |
|         |           |                                        | 9080155170      | 054221           | WW- MAINTENANCE SUPPLIES<br>522-8200-8200-2255-0000-000                                       | 376.74                  |
|         |           |                                        | 9086083095      | 054221           | W- MAINTENANCE SUPPLIES<br>521-8100-8101-2301-0000-000                                        | 163.30                  |
|         |           |                                        | 9095815966      | 054221           | BM- MAINTENANCE SUPPLIES<br>605-6150-6211-2250-6211-000                                       | 44.43                   |
|         |           |                                        |                 |                  | <b>Total :</b>                                                                                | <b>631.51</b>           |
| 156213  | 5/19/2016 | 000188 WAXIE                           | 75955514        | 054223           | BM- JANITORIAL SUPPLIES<br>605-6150-6211-2250-6071-000                                        | 89.75                   |
|         |           |                                        |                 |                  | <b>Total :</b>                                                                                | <b>89.75</b>            |
| 156214  | 5/19/2016 | 003478 WESTERN WATER WORKS SUPPLY      | 398245-00       | 015875           | WW- HARDWARE SUPPLIES<br>522-8200-8200-2255-0000-000                                          | 3,023.15                |
|         |           |                                        |                 |                  | <b>Total :</b>                                                                                | <b>3,023.15</b>         |
| 156215  | 5/19/2016 | cbc0750 WILLIAMS, ANGELA               | 00880430        |                  | CLOSING BILL CREDIT<br>520-2450-232                                                           | 88.23                   |
|         |           |                                        |                 |                  | <b>Total :</b>                                                                                | <b>88.23</b>            |
| 156216  | 5/19/2016 | 093978 WORKFORCE SAFETY                | COL-49812-16    | 016329<br>016329 | W- TRAFFIC CONTROL SAFETY CLASS<br>521-8300-8300-1160-0000-000<br>522-8200-8200-1160-0000-000 | 850.00<br>850.00        |
|         |           |                                        |                 |                  | <b>Total :</b>                                                                                | <b>1,700.00</b>         |
| 156217  | 5/19/2016 | cbc0746 ZAMORA, DESIREE                | 00590560        |                  | CLOSING BILL CREDIT<br>520-2450-232                                                           | 5.21                    |
|         |           |                                        |                 |                  | <b>Total :</b>                                                                                | <b>5.21</b>             |
| 1353200 | 5/11/2016 | 035929 BANK OF AMERICA                 | FEDERAL 5/12/16 |                  | FEDERAL TAXES<br>762-2200-000                                                                 | 144,097.29              |
|         |           |                                        |                 |                  | <b>Total :</b>                                                                                | <b>144,097.29</b>       |
| 1355000 | 5/11/2016 | 035929 BANK OF AMERICA                 | STATE 5/12/16   |                  | STATE TAXES                                                                                   |                         |

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| Voucher        | Date      | Vendor                            | Invoice            | PO # | Description/Account               | Amount              |
|----------------|-----------|-----------------------------------|--------------------|------|-----------------------------------|---------------------|
| 1355000        | 5/11/2016 | 035929 BANK OF AMERICA            | (Continued)        |      | 762-2010-000                      | 46,369.60           |
| <b>Total :</b> |           |                                   |                    |      |                                   | <b>46,369.60</b>    |
| 5790000        | 5/10/2016 | 009994 SHELL ENERGY NORTH AMERICA | 03.2016 RECALC T12 |      | ELEC- FIRM POWER, TRANSMISSION    |                     |
|                |           |                                   |                    |      | 520-8000-8006-2330-0555-800       | 13,548.12           |
|                |           |                                   |                    |      | 520-8000-8006-2330-0555-400       | 60.35               |
|                |           |                                   |                    |      | 520-7905-000                      | 4,094.96            |
|                |           |                                   |                    |      | 520-8000-8006-2330-0555-000       | -1,760.75           |
|                |           |                                   |                    |      | 520-8000-8009-2321-0547-000       | -60.35              |
| <b>Total :</b> |           |                                   |                    |      |                                   | <b>15,882.33</b>    |
| 6558600        | 5/10/2016 | 003754 SO CALIF PUBLIC POWER AUTH | SJ 0516            |      | ELEC- POWER COSTS                 |                     |
|                |           |                                   |                    |      | 520-8000-8006-2330-0555-300       | 1,075,487.00        |
| <b>Total :</b> |           |                                   |                    |      |                                   | <b>1,075,487.00</b> |
| 6558700        | 5/10/2016 | 003755 SO CALIF PUBLIC POWER AUTH | HU0516             |      | ELEC- POWER COSTS- HOOVER         |                     |
|                |           |                                   |                    |      | 520-8000-8006-2330-0555-100       | 6,313.65            |
| <b>Total :</b> |           |                                   |                    |      |                                   | <b>6,313.65</b>     |
| 11462003       | 5/10/2016 | 048436 COLTON PUBLIC UTILITIES    | 11462003           |      | TIME OF USE BILLS- WELLS & BOOSTE |                     |
|                |           |                                   |                    |      | 521-8100-8101-2320-0000-000       | 93,575.28           |
| <b>Total :</b> |           |                                   |                    |      |                                   | <b>93,575.28</b>    |
| 69504300       | 5/3/2016  | 000214 PERS-PAYROLL REPORT        | 04/14/16- 26038    |      | RETIREMENT CONTRIBUTION           |                     |
|                |           |                                   |                    |      | 762-2080-000                      | 22,072.46           |
| <b>Total :</b> |           |                                   |                    |      |                                   | <b>22,072.46</b>    |
| 69573200       | 5/4/2016  | 000214 PERS-PAYROLL REPORT        | 04/28/16- 68       |      | RETIREMENT CONTRIBUTION           |                     |
|                |           |                                   |                    |      | 762-2080-000                      | 120,874.99          |
| <b>Total :</b> |           |                                   |                    |      |                                   | <b>120,874.99</b>   |
| 69573300       | 5/4/2016  | 000214 PERS-PAYROLL REPORT        | 04/28/16- 69       |      | RETIREMENT CONTRIBUTION           |                     |
|                |           |                                   |                    |      | 762-2080-000                      | 28,118.77           |
| <b>Total :</b> |           |                                   |                    |      |                                   | <b>28,118.77</b>    |
| 69573400       | 5/4/2016  | 000214 PERS-PAYROLL REPORT        | 04/28/16- 70       |      | RETIREMENT CONTRIBUTION           |                     |
|                |           |                                   |                    |      | 762-2080-000                      | 39,895.57           |

Bank code : boa

| Voucher                                 | Date      | Vendor | Invoice                    | PO #            | Description/Account                                          | Amount                                        |
|-----------------------------------------|-----------|--------|----------------------------|-----------------|--------------------------------------------------------------|-----------------------------------------------|
| 69573400                                | 5/4/2016  | 000214 | 000214 PERS-PAYROLL REPORT |                 | (Continued)                                                  | <b>Total : 39,895.57</b>                      |
| 69573500                                | 5/4/2016  | 000214 | PERS-PAYROLL REPORT        | 04/28/16- 25056 | RETIREMENT CONTRIBUTION<br>762-2080-000                      | 4,775.91<br><b>Total : 4,775.91</b>           |
| 69573600                                | 5/4/2016  | 000214 | PERS-PAYROLL REPORT        | 04/28/16- 25057 | RETIREMENT CONTRIBUTION<br>762-2080-000                      | 5,576.02<br><b>Total : 5,576.02</b>           |
| 69573700                                | 5/4/2016  | 000214 | PERS-PAYROLL REPORT        | 04/28/16- 26038 | RETIREMENT CONTRIBUTION<br>762-2080-000                      | 22,164.43<br><b>Total : 22,164.43</b>         |
| 69573800                                | 5/4/2016  | 000214 | PERS-PAYROLL REPORT        | 04/28/16- 15025 | RETIREMENT CONTRIBUTION<br>762-2080-000                      | 1,690.32<br><b>Total : 1,690.32</b>           |
| 69573900                                | 5/4/2016  | 000214 | PERS-PAYROLL REPORT        | 04/28/16- 15026 | RETIREMENT CONTRIBUTION<br>762-2080-000                      | 5,686.54<br><b>Total : 5,686.54</b>           |
| 69904700                                | 5/12/2016 | 003893 | ING                        | PP 05/12/16     | 457 DEF COMP & LOAN PAYMENT<br>762-2045-000<br>762-2040-000  | 480.08<br>9,456.72<br><b>Total : 9,936.80</b> |
| 300241673                               | 5/13/2016 | 048861 | CITIZENS BUSINESS BANK     | CLOSE ESCROW    | CLOSE ESCROW (RANCHO MED LOTS<br>898-9000-9800-2350-0000-000 | 6,270.06<br><b>Total : 6,270.06</b>           |
| 665750516                               | 5/11/2016 | 003772 | STATE OF CALIFORNIA        | PP 05/12/16     | CHILD SUPPORT PAYMENTS<br>762-2150-000                       | 3,437.84<br><b>Total : 3,437.84</b>           |
| <b>158 Vouchers for bank code : boa</b> |           |        |                            |                 |                                                              | <b>Bank total : 1,908,171.62</b>              |
| <b>158 Vouchers in this report</b>      |           |        |                            |                 |                                                              | <b>Total vouchers : 1,908,171.62</b>          |

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Voucher List  
City of Colton

Bank code : boa

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| <u>Voucher</u> | <u>Date</u> | <u>Vendor</u> | <u>Invoice</u> | <u>PO #</u> | <u>Description/Account</u> | <u>Amount</u> |
|----------------|-------------|---------------|----------------|-------------|----------------------------|---------------|
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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          |
|----------------|-----------|-------------------------------------|---------------------|--------|---------------------------------------------------------------|-----------------|
| 156220         | 5/24/2016 | cbc0333 2015-3 IH2 BORROWER LP      | 00270850            |        | CLOSING BILL CREDIT<br>520-2450-232                           | 191.60          |
| <b>Total :</b> |           |                                     |                     |        |                                                               | <b>191.60</b>   |
| 156221         | 5/24/2016 | cbc0759 ADAIR, MICHELLE             | 00640132            |        | CLOSING BILL CREDIT<br>520-2450-232                           | 178.47          |
| <b>Total :</b> |           |                                     |                     |        |                                                               | <b>178.47</b>   |
| 156222         | 5/24/2016 | 058493 AETNA                        | AT0066- JUNE        |        | RETIREE HEALTH PREMIUMS<br>100-6030-6030-1150-0000-000        | 1,426.93        |
| <b>Total :</b> |           |                                     |                     |        |                                                               | <b>1,426.93</b> |
| 156223         | 5/24/2016 | 026370 ALLSTAR FIRE EQUIPMENT INC   | 189743              | 015433 | FIRE- SAFETY GEAR<br>100-6090-6091-1180-0000-000              | 619.07          |
| <b>Total :</b> |           |                                     |                     |        |                                                               | <b>619.07</b>   |
| 156224         | 5/24/2016 | cbc0765 AMARAL JR., ARTHUR          | 00650860            |        | CLOSING BILL CREDIT<br>520-2450-232                           | 269.07          |
| <b>Total :</b> |           |                                     |                     |        |                                                               | <b>269.07</b>   |
| 156225         | 5/24/2016 | 044956 ANGELICA HEALTHCARE SERVICES | 1400539113          | 015432 | FIRE- LINENS<br>100-6090-6091-2301-0000-000                   | 38.82           |
|                |           |                                     | 1400539836          | 015432 | FIRE- LINENS<br>100-6090-6091-2301-0000-000                   | 38.82           |
| <b>Total :</b> |           |                                     |                     |        |                                                               | <b>77.64</b>    |
| 156226         | 5/24/2016 | 059214 ARAKAKI, MARIE               | REBATE- A/C TUNE-UP |        | PUBLIC BEN- A/C TUNE UP REBATE<br>526-8000-8035-2041-0930-010 | 120.00          |
| <b>Total :</b> |           |                                     |                     |        |                                                               | <b>120.00</b>   |
| 156227         | 5/24/2016 | 046028 AT & T                       | 3700807-0516        | 054153 | FIRE- TELEPHONE SERVICES<br>100-6090-6091-2310-0000-000       | 16.24           |
|                |           |                                     | 3703715-0516        | 054153 | LIB- TELEPHONE SERVICES<br>100-6200-6250-2310-0000-000        | 16.79           |
|                |           |                                     | 4220124-0516        | 054153 | LIB- TELEPHONE SERVICES<br>100-6200-6250-2310-0000-000        | 18.12           |

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| Voucher | Date      | Vendor                                | Invoice                                                                                                     | PO #                                                     | Description/Account                                                                                                                                                                                                                                                                                                                                               | Amount                                                                              |
|---------|-----------|---------------------------------------|-------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| 156227  | 5/24/2016 | 046028 AT & T                         | (Continued)<br>4229528-0516<br>4240128-0516<br>4300031-0516<br>4302850-0516<br>8243147-0416<br>8249576-0416 | 054153<br>054153<br>054153<br>054153<br>054153<br>054153 | COMM SVCS- TELEPHONE SERVICES<br>100-6200-6202-2310-0000-000<br>LIB- TELEPHONE SERVICES<br>100-6200-6250-2310-0000-000<br>I.S.- TELEPHONE SERVICES<br>606-6040-6044-2310-0000-000<br>I.S.- TELEPHONE SERVICES<br>606-6040-6044-2310-0000-000<br>FIRE- TELEPHONE SERVICES<br>100-6090-6094-2310-0000-000<br>LIB- TELEPHONE SERVICES<br>100-6200-6250-2310-0000-000 | 18.60<br>113.11<br>1,388.55<br>485.09<br>261.79<br>18.12<br><b>Total : 2,336.41</b> |
| 156228  | 5/24/2016 | 093305 AT & T TELE CONFERENCE SERVICE | 605-021102                                                                                                  | 015599                                                   | ELEC- CONFERENCE PHONE<br>520-8000-8001-2310-0930-200                                                                                                                                                                                                                                                                                                             | 61.42<br><b>Total : 61.42</b>                                                       |
| 156229  | 5/24/2016 | 093582 BARNES AND NOBLE               | 3250069                                                                                                     | 015423                                                   | COMM SVCS- LIBRARY MATERIALS<br>100-6200-6250-2302-0000-000                                                                                                                                                                                                                                                                                                       | 2,049.07<br><b>Total : 2,049.07</b>                                                 |
| 156230  | 5/24/2016 | 094009 BARRERA, JOSE A.               | APRIL 16                                                                                                    | 016173                                                   | COMM SVCS- CONTRACT INSTRUCTOI<br>100-6200-6202-2350-0000-000                                                                                                                                                                                                                                                                                                     | 540.40<br><b>Total : 540.40</b>                                                     |
| 156231  | 5/24/2016 | 093492 BATTERY SYSTEMS INC.           | 3535827                                                                                                     | 016398                                                   | INV- AUTOMOTIVE BATTERIES<br>100-1510-000<br>100-1510-000                                                                                                                                                                                                                                                                                                         | 759.76<br>60.79<br><b>Total : 820.55</b>                                            |
| 156232  | 5/24/2016 | 092138 B'S POOL SUPPLIES              | 81101                                                                                                       | 015529                                                   | COMM SVCS- CHLORINE<br>100-6200-6203-2250-0000-000                                                                                                                                                                                                                                                                                                                | 786.90<br><b>Total : 786.90</b>                                                     |
| 156233  | 5/24/2016 | 059924 BURTON, ROBERT                 | REBATE- PLANTS                                                                                              |                                                          | WATER CONSERVATION REBATE                                                                                                                                                                                                                                                                                                                                         |                                                                                     |

Bank code : boa

| Voucher        | Date      | Vendor                          | Invoice     | PO #   | Description/Account             | Amount          |
|----------------|-----------|---------------------------------|-------------|--------|---------------------------------|-----------------|
| 156233         | 5/24/2016 | 059924 BURTON, ROBERT           | (Continued) |        | 521-8100-8110-2041-0000-000     | 950.00          |
| <b>Total :</b> |           |                                 |             |        |                                 | <b>950.00</b>   |
| 156234         | 5/24/2016 | 093834 CADD OFFLOAD             | 0114        |        | PW- ENGINEERING SUPPORT         |                 |
|                |           |                                 |             | 015933 | 215-1501-6920-3890-0000-000     | 450.00          |
|                |           |                                 |             | 015933 | 215-1502-6920-3890-0000-000     | 720.00          |
|                |           |                                 |             | 015933 | 215-1503-6920-3890-0000-000     | 480.00          |
|                |           |                                 |             | 015933 | 450-1509-6970-3890-0000-000     | 60.00           |
|                |           |                                 |             | 015933 | 218-1510-6150-3890-0000-000     | 60.00           |
| <b>Total :</b> |           |                                 |             |        |                                 | <b>1,770.00</b> |
| 156235         | 5/24/2016 | 003165 CANON FINANCIAL SERVICES | 16093934    |        | LEASE PAYMENTS (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 | 206-7200-7202-2420-0000-000     | 40.79           |
|                |           |                                 |             | 015447 | 100-6200-6250-2420-0000-000     | 31.82           |
|                |           |                                 |             | 015447 | 100-6300-6301-2420-0000-000     | 157.22          |
|                |           |                                 |             | 015447 | 100-6070-6071-2420-0000-000     | 138.58          |
|                |           |                                 |             | 015447 | 100-6030-6030-2420-0000-000     | 148.00          |
|                |           |                                 |             | 015447 | 100-6070-6071-2420-0000-000     | 142.12          |
|                |           |                                 |             | 015447 | 100-6040-6041-2420-0000-000     | 117.15          |
|                |           |                                 |             | 015447 | 100-6090-6091-2420-0000-000     | 217.71          |
|                |           |                                 |             | 015447 | 100-6070-6071-2420-0000-000     | 222.19          |
|                |           |                                 |             | 015447 | 100-6020-6020-2420-0000-000     | 174.59          |

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| Voucher | Date      | Vendor                           | Invoice     | PO #   | Description/Account           | Amount          |
|---------|-----------|----------------------------------|-------------|--------|-------------------------------|-----------------|
| 156235  | 5/24/2016 | 003165 CANON FINANCIAL SERVICES  | (Continued) |        |                               |                 |
|         |           |                                  |             | 015447 | 100-6000-6000-2420-0000-000   | 191.55          |
|         |           |                                  |             |        | 100-6040-6043-2420-0000-000   | 15.43           |
|         |           |                                  |             |        | 100-6150-6151-2420-0000-000   | 14.25           |
|         |           |                                  |             |        | 521-8300-8300-2420-0000-000   | 14.25           |
|         |           |                                  |             |        | 100-6200-6250-2420-0000-000   | 14.37           |
|         |           |                                  |             |        | 520-8000-8001-2420-0931-000   | 12.58           |
|         |           |                                  |             |        | 520-8000-8009-2225-0548-000   | 7.16            |
|         |           |                                  |             |        | 100-6070-6071-2420-0000-000   | 59.44           |
|         |           |                                  |             |        | 100-6200-6200-2420-0000-000   | 12.58           |
|         |           |                                  |             |        | 520-8000-8003-2420-0931-000   | 11.09           |
|         |           |                                  |             |        | 522-8200-8200-2420-0000-000   | 11.84           |
|         |           |                                  |             |        | 206-7200-7202-2420-0000-000   | 3.26            |
|         |           |                                  |             |        | 100-6300-6301-2420-0000-000   | 12.58           |
|         |           |                                  |             |        | 100-6030-6030-2420-0000-000   | 11.84           |
|         |           |                                  |             |        | 100-6040-6041-2420-0000-000   | 9.37            |
|         |           |                                  |             |        | 100-6090-6091-2420-0000-000   | 17.42           |
|         |           |                                  |             |        | 100-6020-6020-2420-0000-000   | 13.97           |
|         |           |                                  |             |        | 100-6000-6000-2420-0000-000   | 15.32           |
|         |           |                                  |             |        | <b>Total :</b>                | <b>3,465.98</b> |
| 156236  | 5/24/2016 | 093729 CHILDCARE CAREERS, LLC    | 238603      |        | C.CARE- TEACHERS AND AIDES    |                 |
|         |           |                                  |             | 015460 | 206-7200-7202-2350-0000-000   | 91.40           |
|         |           |                                  | 238604      |        | C.CARE- TEACHERS AND AIDES    |                 |
|         |           |                                  |             | 015460 | 206-7200-7202-2350-0000-000   | 308.48          |
|         |           |                                  | 238605      |        | C. CARE- TEACHERS AND AIDES   |                 |
|         |           |                                  |             | 015460 | 206-7200-7202-2350-0000-000   | 133.50          |
|         |           |                                  |             |        | <b>Total :</b>                | <b>533.38</b>   |
| 156237  | 5/24/2016 | 046237 COAST FITNESS REPAIR SHOP | 63252       |        | COMM SVCS- SERVICE GYM EQUIP. |                 |
|         |           |                                  |             | 016137 | 100-6200-6208-2350-0000-000   | 415.00          |
|         |           |                                  |             |        | 100-6200-6208-2350-0000-000   | 9.20            |
|         |           |                                  |             |        | <b>Total :</b>                | <b>424.20</b>   |
| 156238  | 5/24/2016 | 000131 COLTON COURIER            | CC5693      |        | C. CLERK- LEGAL PUBLICATIONS  |                 |
|         |           |                                  |             |        | 100-6010-6010-2340-0000-000   | 68.00           |

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| Voucher | Date      | Vendor                                       | Invoice                    | PO #             | Description/Account                                                                                               | Amount                                       |
|---------|-----------|----------------------------------------------|----------------------------|------------------|-------------------------------------------------------------------------------------------------------------------|----------------------------------------------|
| 156238  | 5/24/2016 | 000131 000131 COLTON COURIER                 | (Continued)                |                  |                                                                                                                   | <b>Total : 68.00</b>                         |
| 156239  | 5/24/2016 | 044828 COLTON FIREFIGHTERS ASSOC             | 21                         |                  | FIRE- 911 PHONE LINES<br>100-6090-6091-2310-0000-000                                                              | 1,089.00<br><b>Total : 1,089.00</b>          |
| 156240  | 5/24/2016 | 001634 COLTON JOINT UNIFIED SCHOOL, DISTRICT | REBATE- LIGHTING           |                  | PUBLIC BEN- LIGHTING RETROFIT REBATE<br>526-8000-8038-2041-0930-020                                               | 590.00<br><b>Total : 590.00</b>              |
| 156241  | 5/24/2016 | 000136 CONSOLIDATED ELECT DIST               | 6903-754970<br>6903-755039 | 015484<br>015484 | ELEC- ELECTRICAL PARTS<br>520-8000-8009-2225-0548-000<br>ELEC- ELECTRICAL SUPPLIES<br>520-8000-8009-2225-0548-000 | 83.34<br>102.03<br><b>Total : 185.37</b>     |
| 156242  | 5/24/2016 | cbc0767 CORTEZ, MARIA                        | 00520590                   |                  | CLOSING BILL CREDIT<br>520-2450-232                                                                               | 52.12<br><b>Total : 52.12</b>                |
| 156243  | 5/24/2016 | 003952 DAILY JOURNAL CORP                    | B2877623                   |                  | C. CLERK- LEGAL SERVICES<br>100-6010-6010-2340-0000-000                                                           | 145.20<br><b>Total : 145.20</b>              |
| 156244  | 5/24/2016 | cbc0760 DE LA VIDA-FELDER, HELEN             | 00128160<br>00129015       |                  | CLOSING BILL CREDIT<br>520-2450-232<br>CLOSING BILL CREDIT<br>521-2450-000                                        | 302.71<br>114.27<br><b>Total : 416.98</b>    |
| 156245  | 5/24/2016 | 043438 DELL COMPUTER CORPORATION             | XJX9M9KD4                  | 016358           | W- NEW COMPUTER<br>521-8300-8300-4900-0000-000<br>521-8300-8300-4900-0000-000                                     | 1,503.76<br>99.48<br><b>Total : 1,603.24</b> |
| 156246  | 5/24/2016 | cbc0757 DEVADHASON, RAJIV                    | 00891135                   |                  | CLOSING BILL CREDIT<br>520-2450-232                                                                               | 356.63                                       |

Bank code : boa

| Voucher | Date      | Vendor                                | Invoice                                                                                  | PO #                       | Description/Account                                                                                                                                                       | Amount                                                |
|---------|-----------|---------------------------------------|------------------------------------------------------------------------------------------|----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|
| 156246  | 5/24/2016 | cbc0757 cbc0757 DEVADHASON, RAJIV     | (Continued)                                                                              |                            |                                                                                                                                                                           | <b>Total : 356.63</b>                                 |
| 156247  | 5/24/2016 | cbc#9930 EAGLE VISTA EQUITIES         | 02003161                                                                                 |                            | CLOSING BILL CREDIT<br>520-2450-232                                                                                                                                       | 313.85<br><b>Total : 313.85</b>                       |
| 156248  | 5/24/2016 | 092157 EMBLEM ENTERPRISES, INC.       | 649095                                                                                   | 016340                     | FIRE- UNIFORM PATCHES<br>100-6090-6091-1170-0000-000<br>100-6090-6091-1170-0000-000                                                                                       | 306.27<br>23.36<br><b>Total : 329.63</b>              |
| 156249  | 5/24/2016 | cbc#7715 FATTAL, ERAN                 | 02007196                                                                                 |                            | CLOSING BILL CREDIT<br>520-2450-232                                                                                                                                       | 1,173.03<br><b>Total : 1,173.03</b>                   |
| 156250  | 5/24/2016 | 001422 FERGUSON ENTERPRISES INC #1350 | 2525540                                                                                  | 054171                     | BM- PLUMBING SUPPLIES<br>605-6150-6211-2250-6205-000                                                                                                                      | 95.22<br><b>Total : 95.22</b>                         |
| 156251  | 5/24/2016 | 093928 FLYERS ENERGY, LLC             | 16-252139<br>16-254936<br>16-254937                                                      | 054201<br>054201<br>054201 | FIRE- DIESEL FUEL<br>100-6090-6091-2210-0000-000<br>FIRE- DIESEL FUEL<br>100-6090-6091-2210-0000-000<br>FIRE- DIESEL FUEL<br>100-6090-6091-2210-0000-000                  | 655.03<br>933.38<br>479.31<br><b>Total : 2,067.72</b> |
| 156252  | 5/24/2016 | 059339 FOULKS, RYAN                   | 04/29/16                                                                                 |                            | FIRE- REIMBURSE EMT RE-CERT<br>100-6090-6091-1161-0000-000                                                                                                                | 97.00<br><b>Total : 97.00</b>                         |
| 156253  | 5/24/2016 | 000230 GAS COMPANY                    | 009-021-7100-8-0516<br>034-221-7500-4-0516<br>036-321-7500-0-0516<br>050-921-8700-3-0516 | 054174<br>054174<br>054174 | BM- GAS SERVICES<br>605-6150-6211-2320-0000-000<br>BM- GAS SERVICES<br>605-6150-6211-2320-0000-000<br>BM- GAS SERVICES<br>605-6150-6211-2320-0000-000<br>BM- GAS SERVICES | 132.00<br>112.42<br>1,771.71                          |

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|---------|-----------|---------------------------|---------------------|--------|--------------------------------------------------------|-----------------|
| 156253  | 5/24/2016 | 000230 GAS COMPANY        | (Continued)         |        |                                                        |                 |
|         |           |                           |                     | 054174 | 605-6150-6211-2320-0000-000<br>BM- GAS SERVICES        | 92.72           |
|         |           |                           | 059-421-7122-3-0416 | 054174 | 605-6150-6211-2320-0000-000<br>BM- GAS SERVICES        | 36.69           |
|         |           |                           | 061-521-7100-2-0416 | 054174 | 605-6150-6211-2320-0000-000<br>BM- GAS SERVICES        | 43.95           |
|         |           |                           | 063-621-7100-8-0416 | 054174 | 605-6150-6211-2320-0000-000<br>BM- GAS SERVICES        | 33.05           |
|         |           |                           | 078-321-4900-4-0516 | 054174 | 605-6150-6211-2320-0000-000<br>BM- GAS SERVICES        | 4.57            |
|         |           |                           | 082-521-4900-3-0516 | 054174 | 605-6150-6211-2320-0000-000<br>BM- GAS SERVICES        | 55.59           |
|         |           |                           | 101-521-4300-3-0516 | 054174 | 605-6150-6211-2320-0000-000<br>BM- GAS SERVICES        | 51.88           |
|         |           |                           | 160-221-7000-1-0516 | 054174 | 605-6150-6211-2320-0000-000<br>BM- GAS SERVICES        | 20.43           |
|         |           |                           | 187-421-0400-5-0516 | 054174 | 605-6150-6211-2320-0000-000<br>BM- GAS SERVICES        | 43.83           |
|         |           |                           |                     |        | <b>Total :</b>                                         | <b>2,398.84</b> |
| 156254  | 5/24/2016 | 000157 GENUINE AUTO PARTS | 147709              |        | FIRE- HARDWARE SUPPLIES                                |                 |
|         |           |                           |                     | 054176 | 100-6090-6091-2210-0000-000<br>FIRE- HARDWARE SUPPLIES | 4.91            |
|         |           |                           | 148185              | 054176 | 100-6090-6091-2210-0000-000<br>FIRE- HARDWARE SUPPLIES | 40.14           |
|         |           |                           | 148249              | 054176 | 100-6090-6091-2210-0000-000<br>FIRE- HARDWARE SUPPLIES | 26.99           |
|         |           |                           | 148639              | 054176 | 100-6090-6091-2210-0000-000<br>FIRE- HARDWARE SUPPLIES | 138.78          |
|         |           |                           |                     |        | <b>Total :</b>                                         | <b>210.82</b>   |
| 156255  | 5/24/2016 | cbc0771 GUERRERO, RICARDO | 00490220            |        | CLOSING BILL CREDIT                                    |                 |
|         |           |                           |                     |        | 520-2450-232                                           | 327.89          |
|         |           |                           |                     |        | <b>Total :</b>                                         | <b>327.89</b>   |
| 156256  | 5/24/2016 | cbc0775 GULLART, DANIEL   | 00300335            |        | CLOSING BILL CREDIT                                    |                 |
|         |           |                           |                     |        | 520-2450-232                                           | 40.41           |

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|---------|-----------|---------------------------------|-------------------------------|----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|
| 156256  | 5/24/2016 | cbc0775 cbc0775 GULLART, DANIEL | (Continued)                   |                            |                                                                                                                                                                                 | <b>Total : 40.41</b>                               |
| 156257  | 5/24/2016 | 060076 HART, BARBARA            | 06/11/16<br>09/26-30 2016     |                            | COMM SVCS- ENTERTAINMENT<br>100-6200-6212-2350-0000-000<br>COMM SVCS- ENTERTAINMENT<br>100-6200-6212-2350-0000-000                                                              | 65.00<br>165.00<br><b>Total : 230.00</b>           |
| 156258  | 5/24/2016 | cbc0755 HAYES, DEREK            | 00791560                      |                            | CLOSING BILL CREDIT<br>520-2450-232                                                                                                                                             | 154.89<br><b>Total : 154.89</b>                    |
| 156259  | 5/24/2016 | cbc0762 HIGGINS, DESHAWN        | 00882480                      |                            | CLOSING BILL CREDIT<br>520-2450-232                                                                                                                                             | 143.83<br><b>Total : 143.83</b>                    |
| 156260  | 5/24/2016 | cbc0777 HIGH, ANGELA            | 00791565                      |                            | CLOSING BILL CREDIT<br>520-2450-232                                                                                                                                             | 85.77<br><b>Total : 85.77</b>                      |
| 156261  | 5/24/2016 | 044931 HILLYARD                 | 602054312                     | 016291                     | COMM SVCS- CLEANING SUPPLIES<br>100-6200-6208-2301-0000-000<br>100-6200-6208-2301-0000-000                                                                                      | 284.32<br>20.03<br><b>Total : 304.35</b>           |
| 156262  | 5/24/2016 | 025906 HOME DEPOT               | 3974319<br>6563413<br>9024821 | 054181<br>054181<br>054180 | ELEC- HARDWARE SUPPLIES<br>520-8000-8004-2301-0921-000<br>ELEC- HARDWARE SUPPLIES<br>520-8000-8003-2255-0592-100<br>COMM SVCS- HARDWARE SUPPLIES<br>100-6200-6214-2301-0000-000 | 113.62<br>196.92<br>41.73<br><b>Total : 352.27</b> |
| 156263  | 5/24/2016 | 046663 INFOSEND INC.            | 105103                        | 015448                     | C/S- UTILITY BILLING & MAIL SVC<br>100-6040-6042-2350-0000-000                                                                                                                  | 5,702.36<br><b>Total : 5,702.36</b>                |
| 156264  | 5/24/2016 | 059253 IRON MOUNTAIN ARCHIVE    | MNS3224                       |                            | ECON DEV- STORAGE SERVICE                                                                                                                                                       |                                                    |

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| Voucher | Date      | Vendor                             | Invoice        | PO #   | Description/Account                                                                            | Amount          |
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| 156264  | 5/24/2016 | 059253 IRON MOUNTAIN ARCHIVE       | (Continued)    |        | 100-6300-9050-2350-0000-000                                                                    | 105.50          |
|         |           |                                    |                |        | <b>Total :</b>                                                                                 | <b>105.50</b>   |
| 156265  | 5/24/2016 | cbc0770 JONES JR, BOBBY FRANKLIN   | 00631370       |        | CLOSING BILL CREDIT<br>520-2450-232                                                            | 8.94            |
|         |           |                                    |                |        | <b>Total :</b>                                                                                 | <b>8.94</b>     |
| 156266  | 5/24/2016 | 046215 KUSTOM IMPRINTS             | 21949          | 016371 | COMM SVCS- LIFEGUARD T-SHIRTS<br>100-6200-6203-1180-0000-000<br>100-6200-6203-1180-0000-000    | 212.40<br>16.19 |
|         |           |                                    |                |        | <b>Total :</b>                                                                                 | <b>228.59</b>   |
| 156267  | 5/24/2016 | cbc0754 LAYFELD, JOSHUA            | 00472300       |        | CLOSING BILL CREDI<br>520-2450-232                                                             | 73.99           |
|         |           |                                    |                |        | <b>Total :</b>                                                                                 | <b>73.99</b>    |
| 156268  | 5/24/2016 | cbc0758 LEE, ISAAC                 | 00850252       |        | CLOSING BILL CREDIT<br>520-2450-232                                                            | 19.49           |
|         |           |                                    |                |        | <b>Total :</b>                                                                                 | <b>19.49</b>    |
| 156269  | 5/24/2016 | 093969 LEIDOS ENGINEERING, LLC     | INV-0003904922 | 015954 | ELEC- PROF ENGINEERING SVCS<br>520-8000-8003-2350-0923-000                                     | 3,446.50        |
|         |           |                                    |                |        | <b>Total :</b>                                                                                 | <b>3,446.50</b> |
| 156270  | 5/24/2016 | 093703 MAILFINANCE INC.            | N5909908       | 015884 | C. CLERK- LEASE- FOLDING MACHINE<br>100-6010-6010-2420-0000-000<br>100-6010-6010-2420-0000-000 | 449.78<br>28.09 |
|         |           |                                    | N5934527       | 015884 | C. CLERK- LEASE- MAILING MACHINE<br>100-6010-6010-2420-0000-000<br>100-6010-6010-2420-0000-000 | 318.88<br>18.73 |
|         |           |                                    |                |        | <b>Total :</b>                                                                                 | <b>815.48</b>   |
| 156271  | 5/24/2016 | 093062 MALLORY SAFETY & SUPPLY LLC | 4080503        | 015437 | FIRE- SAFETY SUPPLIES<br>100-6090-6091-1180-0000-000                                           | 324.00          |
|         |           |                                    |                |        | <b>Total :</b>                                                                                 | <b>324.00</b>   |
| 156272  | 5/24/2016 | cbc0779 MEADOW LANE APT LLC        | 00790030       |        | CLOSING BILL CREDIT                                                                            |                 |

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| 156272  | 5/24/2016 | cbc0779 MEADOW LANE APT LLC | (Continued) |      |                                     |          |
|         |           |                             | 00790420    |      | 520-2450-232<br>CLOSING BILL CREDIT | 21.82    |
|         |           |                             | 00790425    |      | 520-2450-232<br>CLOSING BILL CREDIT | 39.78    |
|         |           |                             | 00790495    |      | 520-2450-232<br>CLOSING BILL CREDIT | 9.70     |
|         |           |                             | 00790575    |      | 520-2450-232<br>CLOSING BILL CREDIT | 41.02    |
|         |           |                             | 00790685    |      | 520-2450-232<br>CLOSING BILL CREDIT | 72.92    |
|         |           |                             | 00790765    |      | 520-2450-232<br>CLOSING BILL CREDIT | 2.92     |
|         |           |                             | 00790770    |      | 520-2450-232<br>CLOSING BILL CREDIT | 35.70    |
|         |           |                             | 00791765    |      | 520-2450-232<br>CLOSING BILL CREDIT | 127.19   |
|         |           |                             | 01910305    |      | 520-2450-232<br>CLOSING BILL CREDIT | 37.72    |
|         |           |                             | 01910325    |      | 521-2450-000<br>CLOSING BILL CREDIT | 996.06   |
|         |           |                             | 01910335    |      | 521-2450-000<br>CLOSING BILL CREDIT | 1,276.04 |
|         |           |                             | 01910345    |      | 521-2450-000<br>CLOSING BILL CREDIT | 989.88   |
|         |           |                             | 01910355    |      | 521-2450-000<br>CLOSING BILL CREDIT | 829.40   |
|         |           |                             | 01918500    |      | 521-2450-000<br>CLOSING BILL CREDIT | 905.68   |
|         |           |                             | 01918550    |      | 520-2450-232<br>CLOSING BILL CREDIT | 14.00    |
|         |           |                             | 01999650    |      | 520-2450-232<br>CLOSING BILL CREDIT | 712.18   |
|         |           |                             | 01999660    |      | 520-2450-232<br>CLOSING BILL CREDIT | 1.40     |
|         |           |                             |             |      | 520-2450-232                        | 76.17    |

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|---------|-----------|---------------------------------------|---------------|--------|-------------------------------------------------------|---------------------------------|
| 156272  | 5/24/2016 | cbc0779 cbc0779 MEADOW LANE APT LLC   | (Continued)   |        |                                                       | <b>Total : 6,189.58</b>         |
| 156273  | 5/24/2016 | cbc0776 MEDINA, RAQUEL                | 00641500      |        | CLOSING BILL CREDIT<br>520-2450-232                   | 4.12<br><b>Total : 4.12</b>     |
| 156274  | 5/24/2016 | 041081 MISSION LINEN SUPPLY & UNIFORM | 502448873     | 054197 | BM- MAT RENTAL SERVICE<br>605-6150-6211-2350-0000-000 | 51.63<br><b>Total : 51.63</b>   |
| 156275  | 5/24/2016 | cbc0756 MONROY, CHRISTIAN             | 00420930      |        | CLOSING BILL CREDIT<br>520-2450-232                   | 134.52<br><b>Total : 134.52</b> |
| 156276  | 5/24/2016 | cbc0772 MONTEJO, ALVARO               | 00490645      |        | CLOSING BILL CREDIT<br>520-2450-232                   | 72.55<br><b>Total : 72.55</b>   |
| 156277  | 5/24/2016 | cbc0763 MORRISON, ALEXAS              | 00880690      |        | CLOSING BILL CREDIT<br>520-2450-232                   | 92.32<br><b>Total : 92.32</b>   |
| 156278  | 5/24/2016 | 093220 NESTLE WATERS NORTH AMERICA    | 06D0030671473 |        | BOTTLE WATER SERVICE                                  |                                 |
|         |           |                                       |               | 054155 | 100-6070-6071-2301-0000-000                           | 311.01                          |
|         |           |                                       |               | 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                           | 20.34                           |
|         |           |                                       |               | 054155 | 100-6300-6301-2301-0000-000                           | 62.18                           |
|         |           |                                       |               | 054155 | 100-6010-6010-2301-0000-000                           | 20.34                           |
|         |           |                                       |               | 054155 | 206-7200-7202-2301-0000-000                           | 2.69                            |
|         |           |                                       |               | 054155 | 206-7200-7203-2301-0000-000                           | 34.13                           |
|         |           |                                       |               | 054155 | 520-8000-8001-2300-0921-000                           | 107.04                          |
|         |           |                                       |               | 054155 | 606-6040-6044-2301-0000-000                           | 33.85                           |
|         |           |                                       |               | 054155 | 100-6040-6041-2301-0000-000                           | 66.89                           |
|         |           |                                       |               | 054155 | 100-6040-6042-2301-0000-000                           | 66.90                           |
|         |           |                                       |               | 054155 | 522-8200-8200-2301-0000-000                           | 154.31                          |
|         |           |                                       |               | 054155 | 100-6090-6091-2301-0000-000                           | 31.45                           |
|         |           |                                       |               | 054155 | 100-6200-6212-2301-0000-000                           | 175.62                          |

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| 156278  | 5/24/2016 | 093220 NESTLE WATERS NORTH AMERICA | (Continued)  |        |                             |                 |
|         |           |                                    |              | 054155 | 100-6200-6217-2301-0000-000 | 148.66          |
|         |           |                                    |              | 054155 | 100-6200-6213-2301-0000-000 | 33.71           |
|         |           |                                    |              | 054155 | 521-8100-8101-2301-0000-000 | 36.85           |
|         |           |                                    |              | 054155 | 100-6150-6151-2301-0000-000 | 36.85           |
|         |           |                                    |              | 054155 | 100-6200-6250-2301-0000-000 | 19.00           |
|         |           |                                    |              | 054155 | 605-6150-6211-2301-0000-000 | 12.63           |
|         |           |                                    |              | 054155 | 608-6150-8700-2301-0000-000 | 12.64           |
|         |           |                                    |              | 054155 | 210-6150-6160-2301-0000-000 | 104.38          |
|         |           |                                    |              | 054155 | 100-6150-6205-2301-0000-000 | 104.39          |
|         |           |                                    |              |        | <b>Total :</b>              | <b>1,633.84</b> |
| 156279  | 5/24/2016 | 000681 OCLC, INC                   | 0000459291   |        | LIB- OCLC TCP/IP ACCESS     |                 |
|         |           |                                    |              | 015424 | 100-6200-6250-2302-0000-000 | 48.45           |
|         |           |                                    |              |        | <b>Total :</b>              | <b>48.45</b>    |
| 156280  | 5/24/2016 | 045033 OFFICE DEPOT                | 833274830001 |        | COUNCIL- OFFICE SUPPLIES    |                 |
|         |           |                                    | 835442467003 | 054199 | 100-6000-6000-2300-0000-000 | 78.67           |
|         |           |                                    | 835442467004 | 054199 | 100-6200-6213-2301-0000-000 | 2.15            |
|         |           |                                    | 837120177001 | 054199 | 100-6200-6218-2301-0000-000 | 518.34          |
|         |           |                                    | 837771174001 | 054199 | 526-8000-8035-2301-0921-000 | 299.99          |
|         |           |                                    | 837771516001 | 054199 | 526-8000-8035-2301-0921-000 | 24.00           |
|         |           |                                    | 837771516001 | 054199 | 520-8000-8009-2225-0548-000 | 151.59          |
|         |           |                                    | 837771516001 | 054199 | 520-8000-8009-2225-0548-000 | 12.13           |
|         |           |                                    | 838460865001 | 054199 | 520-8000-8009-2225-0548-000 | 421.97          |
|         |           |                                    | 838460865001 | 054199 | 520-8000-8009-2225-0548-000 | 30.56           |
|         |           |                                    | 838631355001 | 054199 | 100-6010-6010-2300-0000-000 | 309.98          |
|         |           |                                    | 838631355001 | 054199 | 100-6010-6010-2300-0000-000 | 24.80           |
|         |           |                                    | 838631356001 | 054199 | 520-8000-8009-2225-0548-000 | -161.46         |
|         |           |                                    | 838631356001 | 054199 | ELEC- OFFICE SUPPLIES       |                 |

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|---------|-----------|-------------------------------------|--------------|--------|-------------------------------------------------------------------------------------|------------------|
| 156280  | 5/24/2016 | 045033 OFFICE DEPOT                 | (Continued)  |        |                                                                                     |                  |
|         |           |                                     | 839094232001 | 054199 | 520-8000-8009-2225-0548-000<br>FIRE- OFFICE SUPPLIES                                | -2.26            |
|         |           |                                     | 839285907001 | 054199 | 100-6090-6092-2300-0000-000<br>CM- OFFICE SUPPLIES                                  | 55.53            |
|         |           |                                     | 839286580001 | 054199 | 100-6020-6020-2301-0000-000<br>100-6020-6020-2301-0000-000<br>CM- OFFICE SUPPLIES   | 107.74<br>8.62   |
|         |           |                                     | 839535466001 | 054199 | 100-6020-6020-2301-0000-000<br>100-6020-6020-2301-0000-000<br>ELEC- OFFICE SUPPLIES | 3.87<br>0.31     |
|         |           |                                     | 839639184001 | 054199 | 526-8000-8035-2301-0921-000<br>526-8000-8035-2301-0921-000<br>FIN- OFFICE SUPPLIES  | 299.99<br>24.00  |
|         |           |                                     | 839639371001 | 054199 | 100-6040-6041-2300-0000-000<br>100-6040-6041-2300-0000-000<br>FIN- OFFICE SUPPLIES  | 26.38<br>2.11    |
|         |           |                                     | 840538505001 | 054199 | 100-6040-6041-2300-0000-000<br>100-6040-6041-2300-0000-000<br>ELEC- OFFICE SUPPLIES | 24.87<br>1.99    |
|         |           |                                     |              | 054199 | 520-8000-8001-2300-0921-000<br>520-8000-8001-2300-0921-000                          | 2.09<br>0.17     |
|         |           |                                     |              |        | <b>Total :</b>                                                                      | <b>2,268.13</b>  |
| 156281  | 5/24/2016 | cbc0766 OGinni, ADEKANMI            | 00261455     |        | CLOSING BILL CREDIT<br>520-2450-232                                                 | 76.07            |
|         |           |                                     |              |        | <b>Total :</b>                                                                      | <b>76.07</b>     |
| 156282  | 5/24/2016 | 045075 ORIGINAL MOWBRAY'S TREE      | 17085        |        | ELEC- TREE TRIMMING                                                                 |                  |
|         |           |                                     | 17086        | 012560 | 520-8000-8004-2350-0923-000                                                         | 5,040.00         |
|         |           |                                     |              | 012560 | 520-8000-8004-2350-0923-000                                                         | 14,112.00        |
|         |           |                                     |              |        | <b>Total :</b>                                                                      | <b>19,152.00</b> |
| 156283  | 5/24/2016 | 093915 PRECISION SURVEY SUPPLY, LLC | 18774        |        | PD- ROBOTIC STATION CLEANING<br>100-6070-6071-2240-0000-000                         | 400.00           |

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|---------|-----------|--------------------------------------------|-----------------------------|--------|----------------------------------------------------------------------------------------------------------------|---------------------------------------|
| 156283  | 5/24/2016 | 093915 093915 PRECISION SURVEY SUPPLY, LLC | (Continued)                 |        |                                                                                                                | <b>Total : 400.00</b>                 |
| 156284  | 5/24/2016 | 093431 Q PRESS                             | 2016101                     | 015919 | COMM SVCS- SUMMER BROCHURE<br>100-6200-6202-2354-0000-000                                                      | 11,693.91<br><b>Total : 11,693.91</b> |
| 156285  | 5/24/2016 | cbc0769 RAMIREZ, JESSE                     | 00842050                    |        | CLOSING BILL CREDIT<br>520-2450-232                                                                            | 95.32<br><b>Total : 95.32</b>         |
| 156286  | 5/24/2016 | 045002 RELIABLE ICE EQUIPMENT              | 43852                       |        | COMM SVCS- REPAIRS TO ICE MACHINE<br>100-6200-6217-2240-0000-000                                               | 407.21<br><b>Total : 407.21</b>       |
| 156287  | 5/24/2016 | cbc0764 RENTERIA, MARITSA                  | 00260750                    |        | CLOSING BILL CREDIT<br>520-2450-232                                                                            | 44.22<br><b>Total : 44.22</b>         |
| 156288  | 5/24/2016 | cbc0774 RIVERA JR, MARIO                   | 00511460                    |        | CLOSING BILL CREDIT<br>520-2450-232                                                                            | 2.15<br><b>Total : 2.15</b>           |
| 156289  | 5/24/2016 | cbc0778 ROYBAL, MARK                       | 00380120                    |        | CLOSING BILL CREDIT<br>520-2450-232                                                                            | 75.15<br><b>Total : 75.15</b>         |
| 156290  | 5/24/2016 | 045153 SAN BERNARDINO COUNTY               | R22714                      | 015543 | PD- FINGERPRINTING SERVICE<br>100-6070-6071-2310-0000-000                                                      | 16.00<br><b>Total : 16.00</b>         |
| 156291  | 5/24/2016 | 046087 SIERRA VISTA BAPTIST CHURCH         | 67-2016                     |        | C. CARE- PRESCHOOL LEASE PAYMENT<br>206-7200-7203-2421-0000-000                                                | 1,625.00<br><b>Total : 1,625.00</b>   |
| 156292  | 5/24/2016 | 093099 SKAPIK LAW GROUP                    | CLT-003M-45<br>CTL-006M- 21 |        | W- LEGAL SERVICES<br>521-8100-8101-2350-0000-000<br>C. ATTORNEY- LEGAL SERVICES<br>100-6050-6050-2350-0000-000 | 7,746.12<br>973.50                    |

Bank code : boa

| Voucher | Date      | Vendor                                | Invoice                                | PO #                       | Description/Account                                                                                                                                                                 | Amount                                            |
|---------|-----------|---------------------------------------|----------------------------------------|----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|
| 156292  | 5/24/2016 | 093099 093099 SKAPIK LAW GROUP        | (Continued)                            |                            |                                                                                                                                                                                     | <b>Total : 8,719.62</b>                           |
| 156293  | 5/24/2016 | 000224 SMART AND FINAL IRIS CO        | 135289                                 | 054208                     | COMM SVCS- SUPPLIES FOR CENTER<br>100-6200-6218-2301-0000-000                                                                                                                       | 38.15<br><b>Total : 38.15</b>                     |
| 156294  | 5/24/2016 | 093734 SMART LEVELS MEDIA MAILING & P | 265995<br>267189                       | 015556<br>015556           | COMM SVCS- MARKETING MATERIALS<br>100-6200-6214-2354-0000-000<br>COMM SVCS- MARKETING MATERIALS<br>100-6200-6214-2354-0000-000                                                      | 71.59<br>426.29<br><b>Total : 497.88</b>          |
| 156295  | 5/24/2016 | 025294 SOUTH COAST AIR QUALITY        | 2959730<br>2959731                     | 015446<br>015446           | FIRE- AQMD PERMIT FEES<br>100-6090-6091-2241-0000-000<br>FIRE- AQMD PERMIT FEES<br>100-6090-6091-2241-0000-000                                                                      | 122.53<br>122.53<br><b>Total : 245.06</b>         |
| 156296  | 5/24/2016 | 025294 SOUTH COAST AIR QUALITY        | 2944945                                |                            | PD- AQMD FEE-HOT SPOTS PROGRAM<br>100-6070-6071-2241-0000-000                                                                                                                       | 122.53<br><b>Total : 122.53</b>                   |
| 156297  | 5/24/2016 | 045534 SOUTHERN CALIFORNIA POOL GUYS  | A194217                                | 015903                     | COMM SVC- SWIMMING POOL MAINT.<br>100-6200-6203-2350-0000-000                                                                                                                       | 449.95<br><b>Total : 449.95</b>                   |
| 156298  | 5/24/2016 | 060095 STYLIANIDES, JOHN              | REBATE- WASHER                         |                            | PUBLIC BEN- ENERGY EFFICIENCY RE<br>526-8000-8035-2041-0930-010                                                                                                                     | 75.00<br><b>Total : 75.00</b>                     |
| 156299  | 5/24/2016 | 093833 SWISHER HYGIENE FRANCHISE CORP | 6H02958092<br>6H02972968<br>6H02987950 | 016134<br>016134<br>016134 | COMM SVCS- RESTROOM MAINT.<br>100-6200-6217-2350-0000-000<br>COMM SVCS- RESTROOM MAINT.<br>100-6200-6217-2350-0000-000<br>COMM SVCS- RESTROOM MAINT.<br>100-6200-6217-2350-0000-000 | 95.00<br>95.00<br>116.60<br><b>Total : 306.60</b> |

Bank code : boa

| Voucher | Date      | Vendor                                | Invoice    | PO #   | Description/Account         | Amount          |
|---------|-----------|---------------------------------------|------------|--------|-----------------------------|-----------------|
| 156300  | 5/24/2016 | 093960 TELEDYNE ADVANCED POLLUTION IN | S010046615 |        | ELEC- INTERFACE SOFTWARE    |                 |
|         |           |                                       |            | 015524 | 520-8000-8009-2225-0548-000 | 473.04          |
|         |           |                                       |            |        | <b>Total :</b>              | <b>473.04</b>   |
| 156301  | 5/24/2016 | 094005 THE PRESS-ENTERPRISE           | 0010148213 |        | PW- LEGAL ADVERTISING       |                 |
|         |           |                                       |            | 054169 | 249-1606-6150-3890-0000-000 | 96.90           |
|         |           |                                       |            |        | <b>Total :</b>              | <b>96.90</b>    |
| 156302  | 5/24/2016 | cbc0773 THREE D SERVICES              | 02005266   |        | CLOSING BILL CREDIT         |                 |
|         |           |                                       |            |        | 521-2450-000                | 783.78          |
|         |           |                                       |            |        | <b>Total :</b>              | <b>783.78</b>   |
| 156303  | 5/24/2016 | cbc0753 VELA, LISE                    | 00790905   |        | CLOSING BILL CREDIT         |                 |
|         |           |                                       |            |        | 520-2450-232                | 21.35           |
|         |           |                                       |            |        | <b>Total :</b>              | <b>21.35</b>    |
| 156304  | 5/24/2016 | 000159 W W GRAINGER, INC              | 9044193796 |        | BM- MAINTENANCE SUPPLIES    |                 |
|         |           |                                       | 9099344831 | 054221 | 605-6150-6211-2250-6205-000 | 263.78          |
|         |           |                                       | 9108660920 | 054221 | FIRE- MAINTENANCE SUPPLIES  |                 |
|         |           |                                       |            |        | 100-6090-6091-2250-0000-000 | 667.28          |
|         |           |                                       | 9108660938 | 054221 | ELEC- MAINTENANCE SUPPLIES  |                 |
|         |           |                                       |            |        | 520-8000-8003-2255-0592-100 | 230.48          |
|         |           |                                       |            | 054221 | ELEC- MAINTENANCE SUPPLIES  |                 |
|         |           |                                       |            |        | 520-8000-8003-2255-0592-100 | 284.70          |
|         |           |                                       |            |        | <b>Total :</b>              | <b>1,446.24</b> |
| 156305  | 5/24/2016 | 000159 W W GRAINGER, INC              | 9074328668 |        | ELEC- INDUSTRIAL SUPPLIES   |                 |
|         |           |                                       | 9079080785 | 015464 | 520-8000-8009-2225-0548-000 | 335.99          |
|         |           |                                       | 9097347950 | 015464 | ELEC- INDUSTRIAL SUPPLIES   |                 |
|         |           |                                       |            |        | 520-8000-8009-2225-0548-000 | 398.00          |
|         |           |                                       | 9097546254 | 015464 | ELEC- CREDIT                |                 |
|         |           |                                       |            |        | 520-8000-8009-2225-0548-000 | -242.13         |
|         |           |                                       | 9106240808 | 015464 | ELEC- INDUSTRIAL SUPPLIES   |                 |
|         |           |                                       |            |        | 520-8000-8009-2225-0548-000 | 242.13          |
|         |           |                                       | 9107088628 | 015464 | ELEC- INDUSTRIAL SUPPLIES   |                 |
|         |           |                                       |            |        | 520-8000-8009-2225-0548-000 | 189.45          |
|         |           |                                       |            |        | ELEC- INDUSTRIAL SUPPLIES   |                 |

Bank code : boa

| Voucher        | Date      | Vendor                            | Invoice            | PO #   | Description/Account                                 | Amount            |
|----------------|-----------|-----------------------------------|--------------------|--------|-----------------------------------------------------|-------------------|
| 156305         | 5/24/2016 | 000159 W W GRAINGER, INC          | (Continued)        |        |                                                     |                   |
|                |           |                                   | 9107732803         | 015464 | 520-8000-8009-2225-0548-000<br>ELEC- CREDIT         | 352.80            |
|                |           |                                   |                    | 015464 | 520-8000-8009-2225-0548-000                         | -117.66           |
| <b>Total :</b> |           |                                   |                    |        |                                                     | <b>1,158.58</b>   |
| 156306         | 5/24/2016 | 003171 WEST VALLEY WATER DISTRICT | 23577-23504- 05/16 |        | LLMD- WATER SERVICES                                |                   |
|                |           |                                   | 24015-23926-0516   |        | 702-6150-6210-2320-0000-000<br>LLMD- WATER SERVICES | 51.61             |
|                |           |                                   | 24843-24702- 0516  |        | 702-6150-6210-2320-0000-000<br>LLMD- WATER SERVICES | 51.61             |
|                |           |                                   | 25241-25078-05/16  |        | 702-6150-6210-2320-0000-000<br>LLMD- WATER SERVICES | 70.02             |
|                |           |                                   | 25493-25320- 0516  |        | 702-6150-6210-2320-0000-000<br>LLMD- WATER SERVICES | 70.02             |
|                |           |                                   | 25495-25322-0516   |        | 702-6150-6210-2320-0000-000<br>LLMD- WATER SERVICES | 35.91             |
|                |           |                                   | 25875-25680- 05/16 |        | 702-6150-6210-2320-0000-000<br>LLMD- WATER SERVICES | 166.92            |
|                |           |                                   | 26061-25862-0516   |        | 702-6150-6210-2320-0000-000<br>LLMD- WATER SERVICES | 94.01             |
|                |           |                                   | 26529-26320- 0516  |        | 702-6150-6210-2320-0000-000<br>LLMD- WATER SERVICES | 25.05             |
|                |           |                                   |                    |        | 702-6150-6210-2320-0000-000                         | 70.02             |
| <b>Total :</b> |           |                                   |                    |        |                                                     | <b>635.17</b>     |
| 156307         | 5/24/2016 | cbc0768 WOODS, ALEXSIS            | 00590450           |        | CLOSING BILL CREDIT                                 |                   |
|                |           |                                   |                    |        | 520-2450-232                                        | 47.47             |
| <b>Total :</b> |           |                                   |                    |        |                                                     | <b>47.47</b>      |
| 1239000        | 5/17/2016 | 059170 TENASKA POWER SERVICES CO. | 1348-JAN-16-01     |        | ELEC- RENEWABLE ENERGY                              |                   |
|                |           |                                   |                    |        | 520-8000-8006-2330-0555-000                         | 281,138.25        |
| <b>Total :</b> |           |                                   |                    |        |                                                     | <b>281,138.25</b> |
| 3457400        | 5/16/2016 | 003770 JONES CHEMICALS, INC       | 687031             |        | W- CHEMICAL SUPPLIES                                |                   |
|                |           |                                   | 687032             | 054192 | 521-8100-8101-2308-0000-000<br>W- CHEMICAL SUPPLIES | 1,394.84          |

Bank code : boa

| Voucher  | Date      | Vendor                                        | Invoice      | PO #   | Description/Account                                              | Amount            |
|----------|-----------|-----------------------------------------------|--------------|--------|------------------------------------------------------------------|-------------------|
| 3457400  | 5/16/2016 | 003770 JONES CHEMICALS, INC                   | (Continued)  | 054192 | 521-8100-8101-2308-0000-000                                      | 3,703.49          |
|          |           |                                               |              |        | <b>Total :</b>                                                   | <b>5,098.33</b>   |
| 3464800  | 5/16/2016 | 003770 JONES CHEMICALS, INC                   | 685688       | 054192 | W- CHEMICAL SUPPLIES<br>521-8100-8101-2308-0000-000              | 3,416.32          |
|          |           |                                               | 685694       | 054192 | W- CHEMICAL SUPPLIES<br>521-8100-8101-2308-0000-000              | 1,171.79          |
|          |           |                                               |              |        | <b>Total :</b>                                                   | <b>4,588.11</b>   |
| 6002688  | 5/23/2016 | 093997 KELLER MCINTYRE & ASSOCIATES           | 1019         | 016231 | W & WW- PROF SVCS- SECURING FED<br>521-8100-8101-2350-0000-000   | 2,000.00          |
|          |           |                                               |              | 016231 | 522-8200-8200-2350-0000-000                                      | 2,000.00          |
|          |           |                                               |              | 016231 | 722-6150-8215-2350-0000-000                                      | 2,000.00          |
|          |           |                                               |              |        | <b>Total :</b>                                                   | <b>6,000.00</b>   |
| 6500000  | 5/19/2016 | 092133 IBERDROLA RENEWABLES, ENERGY SERVIC    | 33209-CLTN   |        | ELEC- WIND ENERGY DELIVERED<br>520-8000-8006-2330-0555-510       | 16,054.43         |
|          |           |                                               |              |        | <b>Total :</b>                                                   | <b>16,054.43</b>  |
| 10263100 | 5/19/2016 | 042999 SO CALIF PUBLIC POWER AUTH, U S BANK A | NGPP 0516    |        | ELEC- MONTHLY COSTS & GAS SALES<br>520-8000-8006-2330-0555-400   | 24,449.00         |
|          |           |                                               |              |        | <b>Total :</b>                                                   | <b>24,449.00</b>  |
| 17006500 | 5/16/2016 | 046969 NORESKO                                | 31880        |        | ELEC- O & M SERVICES - AGUA MANS/<br>520-8000-8009-2225-0548-000 | 85,962.75         |
|          |           |                                               |              |        | <b>Total :</b>                                                   | <b>85,962.75</b>  |
| 18600000 | 5/18/2016 | 000904 CITY OF BURBANK                        | 117966       |        | ELEC- BILLING FOR MAGNOLIA POWEI<br>520-8000-8006-2330-0555-700  | 29,200.00         |
|          |           |                                               |              |        | <b>Total :</b>                                                   | <b>29,200.00</b>  |
| 70215800 | 5/23/2016 | 000214 PERS-PAYROLL REPORT                    | 05/12/16- 68 |        | RETIREMENT CONTRIBUTION<br>762-2080-000                          | 120,651.68        |
|          |           |                                               |              |        | <b>Total :</b>                                                   | <b>120,651.68</b> |
| 70215900 | 5/23/2016 | 000214 PERS-PAYROLL REPORT                    | 05/12/16- 69 |        | RETIREMENT CONTRIBUTION<br>762-2080-000                          | 29,040.63         |

Bank code : boa

| Voucher                                 | Date      | Vendor | Invoice                    | PO #            | Description/Account                     | Amount                                |
|-----------------------------------------|-----------|--------|----------------------------|-----------------|-----------------------------------------|---------------------------------------|
| 70215900                                | 5/23/2016 | 000214 | 000214 PERS-PAYROLL REPORT |                 | (Continued)                             | <b>Total : 29,040.63</b>              |
| 70216000                                | 5/23/2016 | 000214 | PERS-PAYROLL REPORT        | 05/23/16- 70    | RETIREMENT CONTRIBUTION<br>762-2080-000 | 39,164.07<br><b>Total : 39,164.07</b> |
| 70216100                                | 5/23/2016 | 000214 | PERS-PAYROLL REPORT        | 05/12/16- 25056 | RETIREMENT CONTRIBUTION<br>762-2080-000 | 5,233.29<br><b>Total : 5,233.29</b>   |
| 70216200                                | 5/23/2016 | 000214 | PERS-PAYROLL REPORT        | 05/12/16- 25057 | RETIREMENT CONTRIBUTION<br>762-2080-000 | 5,601.26<br><b>Total : 5,601.26</b>   |
| 70216300                                | 5/23/2016 | 000214 | PERS-PAYROLL REPORT        | 05/12/16- 26038 | RETIREMENT CONTRIBUTION<br>762-2080-000 | 22,040.76<br><b>Total : 22,040.76</b> |
| 70216400                                | 5/23/2016 | 000214 | PERS-PAYROLL REPORT        | 05/12/16- 15025 | RETIREMENT CONTRIBUTION<br>762-2080-000 | 1,688.40<br><b>Total : 1,688.40</b>   |
| 70216500                                | 5/23/2016 | 000214 | PERS-PAYROLL REPORT        | 05/12/16- 15026 | RETIREMENT CONTRIBUTION<br>762-2080-000 | 5,965.10<br><b>Total : 5,965.10</b>   |
| <b>104 Vouchers for bank code : boa</b> |           |        |                            |                 |                                         | <b>Bank total : 781,253.55</b>        |
| <b>104 Vouchers in this report</b>      |           |        |                            |                 |                                         | <b>Total vouchers : 781,253.55</b>    |

Bank code : boa

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

  
\_\_\_\_\_  
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 |
|---------|------------|--------------------------------|--------|-----------------|-------------------|------------|-------------|-------------|
| 145991  | 11/13/2014 | 003823 PORTABLE STORAGE CORP   | V      | 05/23/2016      | 453600            | 10/14/2014 | 87.00       | 87.00       |
| 149110  | 05/07/2015 | 059754 COLTON YOUTH SOCCER     | V      | 05/23/2016      | 1054924.015       | 04/09/2014 | 260.00      | 260.00      |
| 149344  | 05/21/2015 | 027506 ADVANCE REFRIGERATION   | V      | 05/23/2016      | 1624-39846        | 04/14/2015 | 132.00      | 132.00      |
| 150200  | 07/02/2015 | cbc0071 OLGA MARIN             | V      | 05/23/2016      | 02006636          | 06/03/2015 | 5.50        | 5.50        |
| 150514  | 07/16/2015 | 059871 OPTIONS FOR YOUTH CHART | V      | 05/23/2016      | 1064543.015       | 07/03/2015 | 100.00      | 100.00      |
| 151064  | 08/13/2015 | 059968 CRESENCIO GALINDO       | V      | 05/23/2016      | REBATE- PLANT     | 08/06/2015 | 10.96       | 10.96       |
| 151421  | 09/03/2015 | 059343 OVIDIU BOSTAN           | V      | 05/23/2016      | 279309            | 08/07/2015 | 45.44       | 45.44       |
| 151556  | 09/10/2015 | 060013 MARIA OLMOS-LOPEZ       | V      | 05/23/2016      | 207152.015        | 08/25/2015 | 8.00        | 8.00        |
| 151650  | 09/17/2015 | 060025 KENIA DRUGON            | V      | 05/23/2016      | 1064972.015       | 08/18/2015 | 60.00       | 60.00       |
| 152139  | 10/15/2015 | cbc0292 ANTHONY DOWD           | V      | 05/23/2016      | 00721990          | 09/10/2015 | 13.55       | 13.55       |
| 155411  | 04/14/2016 | 044580 HENRY DOMINGUEZ         | V      | 05/16/2016      | 05/23/16-05/25/16 | 04/14/2016 | 168.00      | 168.00      |
| 156075  | 08/13/2014 | 037218 HOSE MAN                | V      | 05/19/2016      | 6148725-0001-06   | 08/30/2012 | 42.16       |             |
|         |            |                                | V      | 05/19/2016      | 6150035-0001-06   | 10/18/2012 | 30.57       | 72.73       |
| 156076  | 04/02/2015 | 037218 HOSE MAN                | V      | 05/19/2016      | 6170614-0001-06   | 02/26/2015 | 58.96       | 58.96       |
| 156086  | 05/19/2016 | 046028 AT & T                  | V      | 05/19/2016      |                   |            | 0.00        | 0.00        |

**boa Total: 1,022.14**

14 checks in this report

**Total Checks: 1,022.14**

**COLTON**  
**Payroll Disbursement Listing**  
**Payperiod Dates: 4/23/2016 to 5/10/2016**

| <u>CHECK NO</u>        | <u>ACTIVITY ID</u> | <u>PAYMENT</u>                         |
|------------------------|--------------------|----------------------------------------|
| <b>City Council</b>    |                    |                                        |
| 111117                 | 6000               | 0.00                                   |
| 111118                 | 6000               | 2,244.14 Regular Salary                |
| 111119                 | 6000               | 258.79                                 |
| 111120                 | 6000               | 1,212.74                               |
| 111121                 | 6000               | 273.98                                 |
| 111122                 | 6000               | 272.54                                 |
| 111123                 | 6000               | 251.93                                 |
| 111124                 | 6000               | 258.95                                 |
| 935524                 | 6000               | 273.87                                 |
|                        | <b>Subtotal</b>    | <b>5,046.94</b>                        |
| <b>City Clerk</b>      |                    |                                        |
| 111125                 | 6010               | 700.33                                 |
| 111126                 | 6010               | 2,873.30 Regular Salary                |
| 111127                 | 6010               | 1,589.12                               |
|                        | <b>Subtotal</b>    | <b>5,162.75</b>                        |
| <b>City Manager</b>    |                    |                                        |
| 111128                 | 6020               | 1,975.35                               |
| 111129                 | 6020               | 4,728.34 Regular Salary                |
|                        | <b>Subtotal</b>    | <b>6,703.69</b>                        |
| <b>Human Resources</b> |                    |                                        |
| 111130                 | 6030               | 2,187.22                               |
| 111131                 | 6030               | 10,191.36 Regular Salary/Leave Cashout |
| 111132                 | 6030               | 1,920.44                               |
|                        | <b>Subtotal</b>    | <b>14,299.02</b>                       |
| <b>Finance</b>         |                    |                                        |
| 111133                 | 6040               | 4,566.61 Regular Salary                |
| 111134                 | 6040               | 2,568.22                               |
| 111135                 | 6040               | 4,516.93 Regular Salary/Leave Cashout  |
| 111136                 | 6040               | 1,796.21                               |
| 111137                 | 6040               | 1,322.86                               |
| 111138                 | 6040               | 1,589.71                               |
| 111139                 | 6040               | 1,530.73                               |
| 111140                 | 6040               | 1,453.68                               |
| 111141                 | 6040               | 1,318.77                               |
| 111142                 | 6040               | 2,097.26                               |
| 111143                 | 6040               | 1,237.92                               |
| 111144                 | 6040               | 1,876.70                               |
| 111145                 | 6040               | 1,904.97                               |
| 111146                 | 6040               | 1,355.84                               |

**COLTON**  
**Payroll Disbursement Listing**  
**Payperiod Dates: 4/23/2016 to 5/10/2016**

| <u>CHECK NO</u>       | <u>ACTIVITY ID</u> | <u>PAYMENT</u>             |
|-----------------------|--------------------|----------------------------|
| 111147                | 6040               | 1,258.77                   |
| 111148                | 6040               | 1,669.70                   |
| 111149                | 6040               | 1,430.01                   |
| 111150                | 6040               | 1,395.74                   |
| 111151                | 6040               | 3,638.14 Regular Salary    |
| 111435                | 6040               | 1,816.78                   |
| 111436                | 6040               | 1,563.18                   |
| 111437                | 6040               | 1,637.78                   |
| 111438                | 6040               | 2,179.71                   |
| 111439                | 6040               | 1,832.08                   |
| 111440                | 6040               | 2,788.97                   |
|                       | <b>Subtotal</b>    | <b>50,347.27</b>           |
| <br>                  |                    |                            |
| <b>City Treasurer</b> |                    |                            |
| 111152                | 6060               | 1,337.38                   |
|                       | <b>Subtotal</b>    | <b>1,337.38</b>            |
| <br>                  |                    |                            |
| <b>Police</b>         |                    |                            |
| 111153                | 6070               | 2,977.11                   |
| 111154                | 6070               | 1,866.99                   |
| 111155                | 6070               | 1,857.22                   |
| 111156                | 6070               | 3,061.15                   |
| 111157                | 6070               | 1,724.37                   |
| 111158                | 6070               | 2,457.49                   |
| 111159                | 6070               | 914.28                     |
| 111160                | 6070               | 4,224.64 Regular Salary/OT |
| 111161                | 6070               | 1,625.33                   |
| 111162                | 6070               | 2,555.14                   |
| 111163                | 6070               | 3,175.88                   |
| 111164                | 6070               | 2,071.34                   |
| 111165                | 6070               | 2,903.86                   |
| 111166                | 6070               | 2,797.24                   |
| 111167                | 6070               | 3,800.73                   |
| 111168                | 6070               | 1,284.15                   |
| 111169                | 6070               | 3,682.16                   |
| 111170                | 6070               | 1,656.86                   |
| 111171                | 6070               | 8,005.61 Regular Salary/OT |
| 111172                | 6070               | 1,806.97                   |
| 111173                | 6070               | 1,940.19                   |
| 111174                | 6070               | 268.35                     |
| 111175                | 6070               | 4,415.89 Regular Salary/OT |
| 111176                | 6070               | 2,646.04                   |
| 111177                | 6070               | 1,729.49                   |
| 111178                | 6070               | 274.02                     |
| 111179                | 6070               | 2,234.91                   |
| 111180                | 6070               | 4,553.77 Regular Salary/OT |
| 111181                | 6070               | 357.84                     |
| 111182                | 6070               | 202.76                     |
| 111183                | 6070               | 3,427.18                   |

**COLTON**  
**Payroll Disbursement Listing**  
**Payperiod Dates: 4/23/2016 to 5/10/2016**

| <u>CHECK NO</u> | <u>ACTIVITY ID</u> | <u>PAYMENT</u>             |
|-----------------|--------------------|----------------------------|
| 111184          | 6070               | 1,703.63                   |
| 111185          | 6070               | 4,024.77 Regular Salary/OT |
| 111186          | 6070               | 1,924.24                   |
| 111187          | 6070               | 2,582.86                   |
| 111188          | 6070               | 4,267.81 Regular Salary/OT |
| 111189          | 6070               | 1,338.31                   |
| 111190          | 6070               | 3,201.93                   |
| 111191          | 6070               | 1,804.31                   |
| 111192          | 6070               | 3,733.93                   |
| 111193          | 6070               | 3,069.48                   |
| 111194          | 6070               | 2,752.71                   |
| 111195          | 6070               | 1,448.28                   |
| 111196          | 6070               | 4,831.46 Regular Salary/OT |
| 111197          | 6070               | 3,023.04                   |
| 111198          | 6070               | 1,961.36                   |
| 111199          | 6070               | 325.98                     |
| 111200          | 6070               | 1,429.44                   |
| 111201          | 6070               | 2,757.63                   |
| 111202          | 6070               | 2,546.84                   |
| 111203          | 6070               | 1,690.21                   |
| 111204          | 6070               | 2,805.71                   |
| 111205          | 6070               | 1,967.58                   |
| 111206          | 6070               | 2,653.88                   |
| 111207          | 6070               | 4,818.45 Regular Salary/OT |
| 111208          | 6070               | 2,647.28                   |
| 111209          | 6070               | 1,959.47                   |
| 111210          | 6070               | 6,471.08 Regular Salary/OT |
| 111211          | 6070               | 2,377.14                   |
| 111212          | 6070               | 2,297.52                   |
| 111213          | 6070               | 2,320.47                   |
| 111214          | 6070               | 1,789.19                   |
| 111215          | 6070               | 1,772.12                   |
| 111216          | 6070               | 2,331.84                   |
| 111217          | 6070               | 734.82                     |
| 111218          | 6070               | 4,137.99 Regular Salary/OT |
| 111219          | 6070               | 1,648.99                   |
| 111220          | 6070               | 2,733.54                   |
| 111221          | 6070               | 4,000.06 Regular Salary/OT |
| 111222          | 6070               | 2,630.75                   |
| 111223          | 6070               | 330.99                     |
| 111224          | 6070               | 4,027.85 Regular Salary/OT |
| 111225          | 6070               | 1,974.71                   |
| 111226          | 6070               | 2,209.68                   |
| 111227          | 6070               | 2,504.83                   |
| 111228          | 6070               | 3,232.10                   |
| 111229          | 6070               | 2,690.27                   |
| 935525          | 6070               | 214.66                     |
|                 | <b>Subtotal</b>    | <b><u>196,200.15</u></b>   |

**COLTON**  
**Payroll Disbursement Listing**  
**Payperiod Dates: 4/23/2016 to 5/10/2016**

| <b>Fire</b> | <b><u>CHECK NO</u></b> | <b><u>ACTIVITY ID</u></b> | <b><u>PAYMENT</u></b>            |
|-------------|------------------------|---------------------------|----------------------------------|
|             | 111230                 | 6090                      | 3,893.80                         |
|             | 111231                 | 6090                      | 5,074.02 Regular Salary/Staffing |
|             | 111232                 | 6090                      | 3,840.95                         |
|             | 111233                 | 6090                      | 4,238.80 Regular Salary/Staffing |
|             | 111234                 | 6090                      | 2,322.04                         |
|             | 111235                 | 6090                      | 3,150.34                         |
|             | 111236                 | 6090                      | 3,568.34                         |
|             | 111237                 | 6090                      | 3,164.97                         |
|             | 111238                 | 6090                      | 2,034.05                         |
|             | 111239                 | 6090                      | 4,163.98 Regular Salary/Staffing |
|             | 111240                 | 6090                      | 3,433.81                         |
|             | 111241                 | 6090                      | 4,212.51 Regular Salary/Staffing |
|             | 111242                 | 6090                      | 2,405.70                         |
|             | 111243                 | 6090                      | 4,724.86 Regular Salary/Staffing |
|             | 111244                 | 6090                      | 2,723.34                         |
|             | 111245                 | 6090                      | 3,287.99                         |
|             | 111246                 | 6090                      | 3,805.33                         |
|             | 111247                 | 6090                      | 5,076.52 Regular Salary/Staffing |
|             | 111248                 | 6090                      | 4,793.72 Regular Salary/Staffing |
|             | 111249                 | 6090                      | 4,453.68 Regular Salary          |
|             | 111250                 | 6090                      | 3,869.70                         |
|             | 111251                 | 6090                      | 3,687.44                         |
|             | 111252                 | 6090                      | 3,597.29                         |
|             | 111253                 | 6090                      | 3,158.77                         |
|             | 111254                 | 6090                      | 3,105.64                         |
|             | 111255                 | 6090                      | 4,170.66 Regular Salary/Staffing |
|             | 111256                 | 6090                      | 2,666.62                         |
|             | 111257                 | 6090                      | 3,477.96                         |
|             | 111258                 | 6090                      | 3,586.09                         |
|             | 111259                 | 6090                      | 4,259.22 Regular Salary/Staffing |
|             | 111260                 | 6090                      | 4,869.70 Regular Salary/Staffing |
|             | 111261                 | 6090                      | 3,152.86                         |
|             | 111262                 | 6090                      | 3,268.80                         |
|             | 111263                 | 6090                      | 4,089.62 Regular Salary/Staffing |
|             | 935442                 | 6090                      | 692.60 MOU Retro                 |
|             | 935443                 | 6090                      | 656.17 MOU Retro                 |
|             | 935444                 | 6090                      | 634.94 MOU Retro                 |
|             | 935445                 | 6090                      | 637.46 MOU Retro                 |
|             | 935446                 | 6090                      | 543.17 MOU Retro                 |
|             | 935447                 | 6090                      | 566.70 MOU Retro                 |
|             | 935448                 | 6090                      | 612.13 MOU Retro                 |
|             | 935449                 | 6090                      | 595.72 MOU Retro                 |
|             | 935450                 | 6090                      | 432.11 MOU Retro                 |
|             | 935451                 | 6090                      | 549.04 MOU Retro                 |
|             | 935452                 | 6090                      | 736.45 MOU Retro                 |
|             | 935453                 | 6090                      | 290.97 MOU Retro                 |
|             | 935454                 | 6090                      | 597.76 MOU Retro                 |
|             | 935455                 | 6090                      | 581.31 MOU Retro                 |
|             | 935456                 | 6090                      | 625.01 MOU Retro                 |
|             | 935457                 | 6090                      | 674.31 MOU Retro                 |

**COLTON**  
**Payroll Disbursement Listing**  
**Payperiod Dates: 4/23/2016 to 5/10/2016**

| <u>CHECK NO</u> | <u>ACTIVITY ID</u> | <u>PAYMENT</u>    |
|-----------------|--------------------|-------------------|
| 935458          | 6090               | 525.49 MOU Retro  |
| 935459          | 6090               | 681.20 MOU Retro  |
| 935460          | 6090               | 595.52 MOU Retro  |
| 935461          | 6090               | 641.89 MOU Retro  |
| 935462          | 6090               | 659.70 MOU Retro  |
| 935463          | 6090               | 556.96 MOU Retro  |
| 935464          | 6090               | 560.65 MOU Retro  |
| 935465          | 6090               | 858.09 MOU Retro  |
| 935466          | 6090               | 568.29 MOU Retro  |
| 935467          | 6090               | 705.43 MOU Retro  |
| 935468          | 6090               | 839.55 MOU Retro  |
| 935469          | 6090               | 708.40 MOU Retro  |
| 935470          | 6090               | 891.37 MOU Retro  |
| 935471          | 6090               | 789.71 MOU Retro  |
| 935472          | 6090               | 774.50 MOU Retro  |
| 935526          | 6090               | 1,487.23          |
| 111264          | 6090               | 3,616.19          |
| 935473          | 6090               | 564.80 MOU Retro  |
| <b>Subtotal</b> |                    | <b>150,779.94</b> |

**Public Works**

|                 |      |                         |
|-----------------|------|-------------------------|
| 111265          | 6150 | 518.37                  |
| 111266          | 6150 | 1,629.66                |
| 111267          | 6150 | 2,508.57                |
| 111268          | 6150 | 1,577.73                |
| 111269          | 6150 | 1,366.57                |
| 111270          | 6150 | 334.25                  |
| 935527          | 6150 | 1,126.38                |
| 935528          | 6150 | 1,298.09                |
| 935529          | 6150 | 1,361.05                |
| 935530          | 6150 | 420.08                  |
| 935531          | 6150 | 659.97                  |
| 935532          | 6150 | 1,014.31                |
| 111271          | 6150 | 1,479.24                |
| 111272          | 6150 | 3,692.34 Regular Salary |
| 111273          | 6150 | 2,732.70                |
| 935533          | 6150 | 2,080.44                |
| 111274          | 6150 | 1,455.25                |
| 111275          | 6150 | 1,704.62                |
| 111276          | 6150 | 537.18                  |
| 111277          | 6150 | 2,392.85                |
| 111278          | 6150 | 1,967.35                |
| 111279          | 6150 | 772.53                  |
| 111280          | 6150 | 1,074.50                |
| 935534          | 6150 | 1,721.43                |
| 935535          | 6150 | 1,301.09                |
| 935536          | 6150 | 1,180.88                |
| 111441          | 6150 | 1,931.09                |
| 111442          | 6150 | 2,034.57                |
| 111443          | 6150 | 2,184.23                |
| 935560          | 6150 | 515.29                  |
| <b>Subtotal</b> |      | <b>44,572.61</b>        |

**COLTON**  
**Payroll Disbursement Listing**  
**Payperiod Dates: 4/23/2016 to 5/10/2016**

| <u>CHECK NO</u>           | <u>ACTIVITY ID</u> | <u>PAYMENT</u>                        |
|---------------------------|--------------------|---------------------------------------|
| <b>Community Services</b> |                    |                                       |
| 111281                    | 6200               | 633.07                                |
| 111282                    | 6200               | 627.78                                |
| 111283                    | 6200               | 230.57                                |
| 111284                    | 6200               | 359.03                                |
| 111285                    | 6200               | 107.08                                |
| 111286                    | 6200               | 377.78                                |
| 111287                    | 6200               | 286.01                                |
| 111288                    | 6200               | 165.38                                |
| 111289                    | 6200               | 873.68                                |
| 111290                    | 6200               | 14.26                                 |
| 111291                    | 6200               | 439.30                                |
| 111292                    | 6200               | 3,298.19 Regular Salary               |
| 111293                    | 6200               | 1,583.63                              |
| 111294                    | 6200               | 273.91                                |
| 111295                    | 6200               | 507.47                                |
| 111296                    | 6200               | 630.93                                |
| 111297                    | 6200               | 432.97                                |
| 111298                    | 6200               | 785.40                                |
| 111299                    | 6200               | 346.82                                |
| 111300                    | 6200               | 214.26                                |
| 111301                    | 6200               | 460.58                                |
| 111302                    | 6200               | 362.59                                |
| 111303                    | 6200               | 240.70                                |
| 111304                    | 6200               | 1,636.87                              |
| 111305                    | 6200               | 395.03                                |
| 111306                    | 6200               | 535.47                                |
| 111307                    | 6200               | 259.00                                |
| 111308                    | 6200               | 281.37                                |
| 111309                    | 6200               | 1,761.59                              |
| 111310                    | 6200               | 1,516.48                              |
| 111311                    | 6200               | 79.23                                 |
| 111312                    | 6200               | 350.52                                |
| 111313                    | 6200               | 154.05                                |
| 111314                    | 6200               | 581.50                                |
| 111315                    | 6200               | 202.14                                |
| 111316                    | 6200               | 705.37                                |
| 111317                    | 6200               | 432.11                                |
| 111318                    | 6200               | 144.75                                |
| 111319                    | 6200               | 489.07                                |
| 111320                    | 6200               | 2,202.96                              |
| 111321                    | 6200               | 804.03                                |
| 111322                    | 6200               | 540.28                                |
| 111323                    | 6200               | 3,297.21 Regular Salary/Leave Cashout |
| 111324                    | 6200               | 125.82                                |
| 935537                    | 6200               | 176.57                                |
| 935538                    | 6200               | 265.27                                |

**COLTON**  
**Payroll Disbursement Listing**  
**Payperiod Dates: 4/23/2016 to 5/10/2016**

| <u>CHECK NO</u>             | <u>ACTIVITY ID</u> | <u>PAYMENT</u>          |
|-----------------------------|--------------------|-------------------------|
| 935539                      | 6200               | 124.77                  |
| 935540                      | 6200               | 102.40                  |
| 935541                      | 6200               | 252.28                  |
| 935542                      | 6200               | 381.57                  |
| 935543                      | 6200               | 278.44                  |
| 935544                      | 6200               | 114.60                  |
| 935545                      | 6200               | 233.33                  |
| 935546                      | 6200               | 199.42                  |
| 935547                      | 6200               | 390.85                  |
| 935548                      | 6200               | 103.02                  |
| 935549                      | 6200               | 42.43                   |
| 935550                      | 6200               | 426.67                  |
|                             | <b>Subtotal</b>    | <b><u>32,837.86</u></b> |
| <br>                        |                    |                         |
| <b>Library</b>              |                    |                         |
| 111325                      | 6250               | 526.10                  |
| 111326                      | 6250               | 662.89                  |
| 111327                      | 6250               | 223.10                  |
| 111328                      | 6250               | 440.29                  |
| 111329                      | 6250               | 574.49                  |
| 111330                      | 6250               | 2,456.08 Regular Salary |
| 935551                      | 6250               | 655.32                  |
|                             | <b>Subtotal</b>    | <b><u>5,538.27</u></b>  |
| <br>                        |                    |                         |
| <b>Development Services</b> |                    |                         |
| 111331                      | 6300               | 1,534.72                |
| 111332                      | 6300               | 2,635.97                |
| 111333                      | 6300               | 2,072.13                |
| 111334                      | 6300               | 1,343.75                |
| 111335                      | 6300               | 2,612.47                |
| 111336                      | 6300               | 1,745.36                |
| 111337                      | 6300               | 3,019.62                |
| 111338                      | 6300               | 4,326.96 Regular Salary |
| 111339                      | 6300               | 2,006.17                |
|                             | <b>Subtotal</b>    | <b><u>21,297.15</u></b> |
| <br>                        |                    |                         |
| <b>Child Care</b>           |                    |                         |
| 111340                      | 7200               | 1,216.01                |
| 111341                      | 7200               | 564.46                  |
| 111342                      | 7200               | 863.97                  |
| 111343                      | 7200               | 444.30                  |
| 111344                      | 7200               | 844.83                  |
| 111345                      | 7200               | 864.85                  |
| 111346                      | 7200               | 935.80                  |
| 111347                      | 7200               | 1,974.47                |
| 111348                      | 7200               | 2,683.41 Regular Salary |
| 111349                      | 7200               | 839.58                  |
| 111350                      | 7200               | 786.35                  |

**COLTON**  
**Payroll Disbursement Listing**  
**Payperiod Dates: 4/23/2016 to 5/10/2016**

| <u>CHECK NO</u> | <u>ACTIVITY ID</u> | <u>PAYMENT</u>   |
|-----------------|--------------------|------------------|
| 935552          | 7200               | 496.60           |
| 111351          | 7200               | 1,531.82         |
| 111352          | 7200               | 1,595.96         |
| 111353          | 7200               | 757.64           |
| 111354          | 7200               | 844.28           |
| 111355          | 7200               | 384.43           |
| 111356          | 7200               | 853.35           |
| 111357          | 7200               | 872.57           |
| 111358          | 7200               | 291.58           |
| 111359          | 7200               | 600.99           |
| 111360          | 7200               | 153.08           |
| <b>Subtotal</b> |                    | <b>20,400.33</b> |

**Electric**

|        |      |                         |
|--------|------|-------------------------|
| 111361 | 8000 | 3,025.96                |
| 111362 | 8000 | 3,048.39                |
| 111363 | 8000 | 3,354.25                |
| 111364 | 8000 | 2,709.85                |
| 111365 | 8000 | 2,571.81                |
| 111366 | 8000 | 2,249.67                |
| 111367 | 8000 | 3,235.09                |
| 111368 | 8000 | 1,250.03                |
| 111369 | 8000 | 3,596.99                |
| 111370 | 8000 | 2,605.68                |
| 111371 | 8000 | 1,900.29                |
| 111372 | 8000 | 1,776.31                |
| 111373 | 8000 | 2,641.12                |
| 111374 | 8000 | 1,682.83                |
| 111375 | 8000 | 3,698.15                |
| 111376 | 8000 | 3,282.84                |
| 111377 | 8000 | 2,763.18                |
| 111378 | 8000 | 2,648.86                |
| 111379 | 8000 | 3,502.01                |
| 111380 | 8000 | 2,416.98                |
| 111381 | 8000 | 2,323.01                |
| 111382 | 8000 | 5,382.30                |
| 111383 | 8000 | 2,974.53                |
| 111384 | 8000 | 2,369.54                |
| 111385 | 8000 | 2,068.90                |
| 111386 | 8000 | 2,544.43                |
| 111387 | 8000 | 1,900.73                |
| 935553 | 8000 | 3,191.45                |
| 935554 | 8000 | 3,300.12                |
| 935555 | 8000 | 3,828.42                |
| 935556 | 8000 | 3,839.93                |
| 935557 | 8000 | 2,785.01                |
| 111388 | 8000 | 2,206.87                |
| 111389 | 8000 | 4,833.32 Regular Salary |
| 111390 | 8000 | 1,298.47                |
| 111391 | 8000 | 1,950.69                |

**COLTON**  
**Payroll Disbursement Listing**  
**Payperiod Dates: 4/23/2016 to 5/10/2016**

| <u>CHECK NO</u> | <u>ACTIVITY ID</u> | <u>PAYMENT</u>    |
|-----------------|--------------------|-------------------|
| 111392          | 8000               | 1,629.05          |
| 111393          | 8000               | 2,279.00          |
| 111394          | 8000               | 2,309.57          |
| 111395          | 8000               | 2,706.70          |
| 111396          | 8000               | 386.36            |
|                 | <b>Subtotal</b>    | <b>110,068.69</b> |

**Water Utility**

|        |                 |                            |
|--------|-----------------|----------------------------|
| 111397 | 8100            | 1,705.54                   |
| 111398 | 8100            | 1,705.57                   |
| 111399 | 8100            | 2,346.89                   |
| 111400 | 8100            | 1,765.95                   |
| 111401 | 8100            | 2,235.84                   |
| 111402 | 8100            | 1,805.66                   |
| 111403 | 8100            | 1,726.68                   |
| 111404 | 8100            | 1,975.49                   |
| 111405 | 8100            | 2,036.43                   |
| 111406 | 8100            | 2,627.19                   |
| 111407 | 8100            | 1,679.33                   |
| 111408 | 8100            | 2,583.65                   |
| 111409 | 8100            | 1,742.39                   |
| 111410 | 8100            | 3,351.41 Regular Salary/OT |
| 935558 | 8100            | 2,181.02                   |
|        | <b>Subtotal</b> | <b>31,469.04</b>           |

**Wastewater Utility & Storm Water**

|        |                 |                            |
|--------|-----------------|----------------------------|
| 111416 | 8200            | 3,401.81 Regular Salary/OT |
| 111417 | 8200            | 2,028.69                   |
| 111418 | 8200            | 1,291.64                   |
| 111419 | 8200            | 2,613.31                   |
| 111420 | 8200            | 2,253.16                   |
| 111421 | 8200            | 1,151.09                   |
| 111422 | 8200            | 1,812.37                   |
| 111423 | 8200            | 1,490.43                   |
| 111424 | 8200            | 1,887.57                   |
| 111425 | 8200            | 1,968.12                   |
| 111426 | 8200            | 2,764.14                   |
| 111427 | 8200            | 2,339.81                   |
| 111428 | 8200            | 1,847.05                   |
| 111429 | 8200            | 2,137.09                   |
| 111430 | 8200            | 1,915.65                   |
| 111431 | 8200            | 1,564.94                   |
| 111432 | 8200            | 2,053.24                   |
| 111433 | 8200            | 1,601.33                   |
| 111434 | 8200            | 2,143.83                   |
| 935559 | 8200            | 1,748.07                   |
|        | <b>Subtotal</b> | <b>40,013.34</b>           |

**COLTON**  
**Payroll Disbursement Listing**  
**Payperiod Dates: 4/23/2016 to 5/10/2016**

| <u>CHECK NO</u>                               | <u>ACTIVITY ID</u> | <u>PAYMENT</u>                        |
|-----------------------------------------------|--------------------|---------------------------------------|
| <b>Wastewater Administration</b>              |                    |                                       |
| 111411                                        | 8300               | 1,215.95                              |
| 111412                                        | 8300               | 3,269.17 Regular Salary               |
| 111413                                        | 8300               | 3,048.21                              |
| 111414                                        | 8300               | 5,327.93 Regular Salary/Leave Cashout |
| 111415                                        | 8300               | 3,242.92 Regular Salary               |
|                                               | <b>Subtotal</b>    | <u><u>16,104.18</u></u>               |
| <br><b>Successor Agency for Redevelopment</b> |                    |                                       |
| 111444                                        | 9000               | 3,075.71 Regular Salary               |
|                                               | <b>Subtotal</b>    | <u><u>3,075.71</u></u>                |
| <br><b>Grand Total</b>                        |                    | <br><u><u>755,254.32</u></u>          |

  
 \_\_\_\_\_  
 Anifa Agramonte, Finance Director

  
 \_\_\_\_\_  
 Aurelio De La Torre, Treasurer

**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**

**WHEREAS**, the City Council of the City of Colton desires to establish standards for the care, ownership, licensing, treatment and impounding of animals maintained in the City in such a manner as to ensure that such animals will not endanger the health, safety, peace and welfare of the residents of this City; and

**WHEREAS**, the City Council of the City of Colton further desires to ensure that all animals are kept in a clean, sanitary and healthy condition and not subjected to suffering, cruelty or abuse; and

**WHEREAS**, portions of this ordinance adopt regulations adopted by the County of Riverside, the City's contracted animal shelter, and it is the intent of the City Council of the Colton to adopt those portions by reference as if fully set forth herein in accordance with California Government Code section 50022.2; and

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

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

**SECTION 1.** Incorporation of Recitals. The City Council hereby finds that all of the foregoing recitals presented herewith are true and correct and are hereby incorporated and adopted as findings of the City Council.

**SECTION 2.** The City Council of the City of Colton hereby amends and restates Title 7 of the Colton Municipal Code in its entirety to read as follows:

**“TITLE 7 - ANIMALS**

**Chapter 7.02 – ANIMAL CONTROL ADMINISTRATION.**

**Sections:**

- 7.02.010. Definitions.**
- 7.02.020 Enforcement of title--Powers of Animal Control Director and Animal Control Officers.**
- 7.02.030 Interference with officers.**
- 7.02.040 Right of entry of certain officials.**
- 7.02.050 Disposition of money--Payment of expenses.**
- 7.02.060. Prohibition on retail sale of dogs and cats.**

**Section 7.02.010. Definitions.**

For the purpose of this title, the following words and phrases shall have the meanings given herein, unless a more specific definition is provided in a chapter:

“Abused animal” shall mean any animal which is mistreated, beaten, tormented or teased, or is deprived of water or food or shelter; or is kept under unsanitary conditions; or is abandoned; or is trained for fighting other animals;

“Administrative hearing authority” or “hearing authority” or “hearing officer” shall have the same meaning provided in Colton Municipal Code section 18.58.101.

“Adequate feed” means the provision at suitable intervals, depending upon the age of the animal, at least once every twenty-four hours of a quantity of wholesome foodstuff suitable for the species’ physical condition and age, sufficient to maintain an adequate level of nutrition in the animal, which is served in a clean receptacle, dish or container.

“Adequate water” means the access to a constant source of clean, fresh, potable water suitable for the species’ physical condition and age of the animal.

“Animal Control Department” or “Department” means the City of Colton Animal Control Department, or whatever entity performs any of the animal control functions for the City of Colton, whether internally or pursuant to contract with the City.

“Animal Control Director” means the person duly appointed by the City Manager to administer the Animal Control Department and/or the animal control contract of the City;

“Animal Control Officer” means those duly appointed and acting deputies of the Animal Control Director assigned to provide animal control field services within the corporate limits of the City and enforce the provisions of this title.

“Animal” means any vertebrate creature, domestic or wild. “Animal” specifically includes, but is not limited to the following categories of animals:

- (A) Dog: Any *Canis familiaris*, over four months of age.
- (B) Puppy: Any *Canis familiaris*, under four months of age.
- (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

public safety concerns. Animal hoarding is further defined by an inability to provide even minimal standards of nutrition, sanitation, shelter and veterinary care often resulting in animal starvation, illness and/or death.

“Barking dog” means a dog that barks, bays, cries, howls, or makes any noise audible beyond the boundaries of the property on which the dog is situated for an extended period of time to the disturbance of any person at any time of day or night, regardless of whether the dog is physically situated in or upon private property. Such extended period of time shall consist of incessant barking, baying, crying, howling, or making of any noise for 30 minutes or more in any 24-hour period, or intermittent barking, baying, crying, howling, or making any noise for 60 minutes or more during a 24-hour period. A dog shall not be deemed a "barking dog" for purposes of this 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.

“Bite” means a puncture or tear of the skin inflicted by teeth of an animal.

“Breeder” means any person who, for pay or other compensation, causes the breeding of a male or female dog or cat or makes a dog or cat available for breeding purposes, or any person who 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.

“Cat” means any male or female cat (*felis catus*). An adult cat is any cat older than four months of age.

“City” means the City of Colton.

“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.

“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;

“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;

“Pet shop for animal rescue” or “animal rescue shop” means an establishment that offers dogs and/or cats for a nonprofit adoption fee, and such dogs and/or cats are made available to the establishment by nonprofit humane societies, animal shelters, bona fide animal rescue organizations.

“Quarantine” means the strict isolation of an animal in an approved location under proper care and observation as approved by the Animal Control Officer. Animal quarantines must prevent contact by the quarantined animal with any person or animal that has not already been in contact with said animal, or any person who is responsible for the care of such animal while under quarantine either in an approved quarantine location or an enclosure at the owner’s home. The person charged with overseeing the animal's quarantine must provide for its daily care, maintenance and protection from inclement weather as deemed appropriate for the animal quarantined.

“Stray animal” means any animal at large.

“Substantial injury” means a substantial impairment of the physical condition of a person or animal which requires professional medical treatment, including, but not limited to, loss of consciousness; concussion; bone fracture; protracted loss or impairment of function of any bodily member or organ; muscle tears, disfiguring lacerations, punctures, or a wound requiring multiple sutures; or any injury requiring corrective or cosmetic surgery.

“TNR program” means a “trap, neuter and return” program in which feral and stray cats are humanely trapped, sterilized, vaccinated against rabies, ear tipped, and then returned to the location that is their “territory.”

**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.

**Section 7.02.040. Right of entry of certain officials.**

The Animal Control Director, 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.

## **Chapter 7.04 – DOG LICENSING REQUIREMENTS.**

### **Sections:**

- 7.04.010. Dog License and Fee.**
- 7.04.020 Dog License; Application Contents.**
- 7.04.030 Dog License Exemptions.**
- 7.04.040 Rabies vaccination required for license issuance.**
- 7.04.050 License Application; Tag issuance; Duplicate license fee.**
- 7.04.060. Dogs License Fee Waiver.**
- 7.04.070. Unlicensed Dogs; Impoundment and Disposal.**
- 7.04.080. Dogs; Control; Owner's duty.**
- 7.04.090. Dogs; Running at large; Impoundment and Disposal.**
- 7.04.100. Dogs claimed by owner; Fee paid to City.**
- 7.04.110. Harming police dogs; Unlawful.**
- 7.04.120. Harming police dogs; Penalty.**
- 7.04.130 Number of dogs and cats allowed in dwelling units.**

**7.04.010. Dog License and Fee.** Every person, firm or corporation owning or harboring a dog within the City for a period longer than thirty days shall pay to the City a license fee in an amount to be determined by resolution of the City Council. No license to own or harbor a dog as provided in this chapter shall be issued except on application in writing to the Finance Director of the City as provided in Section 7.04.020.

### **7.04.020. Dog License; Application Contents.**

No license to own or harbor a dog or similar type animal shall be issued except upon application in writing to the City, setting forth the name and address of the owner or possessor of the dog, or similar type animal and a brief description of the dog, together with a certificate of vaccination from a licensed veterinarian, showing that the dog has been vaccinated with canine rabies vaccine within a period of twelve months preceding date of application for 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 unless such

veterinarian has issued a written certificate that such a vaccination might be fatal 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.

**7.04.050. License Application; Tag issuance; Duplicate license fee.**

The Finance Director upon receipt of such application and the license fee as set out in Section 7.04.020 shall issue and deliver to such owner or possessor of a license, a receipt certifying the payment of the license fee and setting forth the name and address of the applicant and a brief description of the dog, together with the fact that it has been vaccinated as provided in 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 dog, which tag shall at all times be affixed to the collar, covering, harness or other article worn by such dog.

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 provisions of Sections 7.04.010 through 7.04.130 which has been lost or destroyed.

**7.04.060. Dogs License Fee Waiver.**

The Finance Director may, at his or her discretion, waive payment of the required license 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 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.

**7.04.070. Unlicensed Stray Dogs; Impoundment and Disposal.**

Every stray dog found within the City for which a license has not been issued as provided 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 shall be in accordance with the City contracted animal shelter policies.

**7.04.080. Dogs; Control; Owner's duty.**

Every person owning, harboring, or having charge, custody, control or possession of any dog, cat, or similar type animal shall not permit such animal to run loose or unrestrained in, along, or upon any public street, sidewalk or place.

**7.04.090. Dogs; Running at large; Impoundment and Disposal.**

Every dog, cat or similar type animal, regardless of whether or not it has a license, which is found running at large, loose or unrestrained in, along, or upon any public street, 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.

**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.

**Chapter 7.06. VICIOUS AND POTENTIALLY DANGEROUS DOG DETERMINATIONS**

**Sections:**

- 7.06.010. Definitions.**
- 7.06.020. Nonapplication of chapter.**
- 7.06.030. Seizure and impoundment pending hearing.**
- 7.06.040. Hearing on declaration of dog as potentially dangerous or vicious.**
- 7.06.050. Failure of owner or keeper to appear; Decision.**
- 7.06.060. Determination and Orders; Notice; Compliance; Appeal.**
- 7.06.070. Finality of determination.**
- 7.06.080. Licensing and vaccination; Designation maintained in registration records; Additional Fee.**
- 7.06.090. Keeping and controlling vicious and potentially dangerous dogs.**
- 7.06.100. Death, sale, transfer or permanent removal; Notice.**
- 7.06.110. Removal from list of potentially dangerous dogs.**
- 7.06.120. Destruction and Nondestruction, Conditions; Enclosures.**
- 7.06.130. Prohibition of owning, possessing, controlling or having custody.**
- 7.06.140. Penalty and fines.**

**7.06.010. Definitions.** For the purpose of this chapter, the following words and phrases shall have the meanings given herein:

"Animal Control Department" or "Department" shall have the same meaning as the definition contained in section 7.02.010 of this title.

"Chief of Police" means the Chief of the Colton Police Department, or designee.

"Enclosure" shall have the same meaning as the definition contained in section 7.02.010 of this title.

"Hearing Authority" means the Code Enforcement Housing Advisory Appeals Board, or such 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;

3. Any dog that, when unprovoked, on two separate occasions within the prior thirty-six (36) month period, has seriously bitten, inflicted injury or otherwise caused injury attacking a domestic animal off the Property of the owner or keeper of the dog;

4. Any dog that in a threatening or annoying manner barks, snarls or menaces a person or persons within the City.

"Severe Injury" means any physical injury that results in muscle tears or disfiguring lacerations or requires multiple sutures or corrective or cosmetic surgery.

"Vicious animal" or "dangerous animal" means an animal which

1. Has attacked or behaved in such a manner that the owner thereof knows or should reasonably know that the animal has tendencies to attack or bite human beings; or
2. Has twice within a twelve (12) month period bitten, attacked, or shown the disposition, tendency, or propensity to attack, bite, or otherwise cause injury or attempt to cause injury to a person engaged in lawful activity; or
3. Has once attacked or bitten a person engaged in lawful activity, causing death or substantial injury; or
4. Has been determined by a doctor of veterinary medicine, after observation thereof, as posing a danger to humans or domestic animals if not enclosed or muzzled; or
5. Has attacked or behaved in such a manner that the owner thereof knows or should reasonably know that the animal has tendencies to attack domestic animals without provocation; or
6. Has been trained for fighting or as an attack animal, except such animals which are employed by a government agency, including the Police Department of the City or County; or
7. Has been classified as dangerous, potentially dangerous or vicious by any other local, county, or state animal control agency; or
8. When unprovoked has, on two separate occasions within the prior twelve (12) month ~~thirty-six (36) month~~ period, engaged in any behavior that required a defensive action by any person to prevent bodily injury to himself or herself or another person, during which the person who was attacked and the 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.

**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

enforcement officer to find probable cause, shall be sworn to and verified by the complainant and shall be attached to the petition. The Animal Control Department or the Chief of Police shall notify the owner or keeper of the dog that a hearing will be held by the Hearing Authority, at which time he or she may present evidence as to why the dog should not be declared potentially dangerous or vicious. The owner or keeper of the dog shall be served with notice of the hearing and a copy of the petition, either personally or by first-class mail with return receipt requested. The hearing shall be held no fewer than five working days after service of notice upon the owner or keeper of the dog.

For purposes of this section, service shall be deemed complete upon personal service on the owner or keeper or, if service is effectuated by mail, the service shall be deemed complete five days after deposit in the mail if the owner or keeper's address is within the State of California, ten days if the owner or keeper's address is outside the State of California but within the United States, and twenty days if the owner or keeper's address is outside the United States. The hearing shall be open to the public. The Hearing Authority may admit into evidence all relevant evidence, including incident reports and the affidavits of witnesses, limit the scope of discovery, subpoena witnesses and documents and shorten the time to produce records or witnesses. The Hearing Authority may find, upon a preponderance of the evidence, that the dog is potentially dangerous or vicious and make other orders authorized by this chapter.

**7.06.050. Failure of owner or keeper to appear; Decision.**

The Hearing Authority of original jurisdiction may decide all issues for or against the owner or keeper of the dog even if the owner or keeper fails to appear at the hearing.

**7.06.060. Determination and Orders; Notice; Compliance; Appeal.**

A. After the hearing conducted pursuant to Section 7.06.040 of this chapter, the owner or keeper of the dog shall be notified in writing of the determination and Orders issued, either personally or by first-class mail postage prepaid by Hearing Authority. If a determination 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 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

documents and may shorten the time to produce records or witnesses. The issue shall be decided upon the preponderance of the evidence. If the Court rules the dog to be potentially dangerous or vicious, the Court may establish a time schedule to ensure compliance with this chapter, but in no case more than thirty days subsequent to the date of the Court's determination or thirty-five days if the service of the judgment is by first-class mail.

**7.06.070. Finality of determination.**

The determination of the Hearing Authority or, if contested pursuant to this chapter, shall be final and conclusive upon all parties.

**7.06.080. Licensing and vaccination; Designation maintained in registration records; Additional Fee.**

All Vicious Dogs and Potentially Dangerous Dogs shall be properly licensed and vaccinated. The licensing authority shall include the Vicious Dog Designation and potentially dangerous designation in the registration records of the dog, either after the owner or keeper of the dog has agreed to the designation or the Court or Hearing Authority has determined the designation applies to the dog. The Animal Control Department may charge a Vicious Dog Fee or Potentially Dangerous Dog Fee, to be established and amended by the City Council by resolution, in addition to the regular licensing fee to provide for the increased costs of maintaining the records of the dog.

**7.06.090. Keeping and controlling vicious and potentially dangerous dogs.**

A vicious or Potentially Dangerous Dog, while on the owner or keeper's Property, shall, at all times, be kept indoors, or in a securely fenced yard from which the dog cannot escape, and into which children cannot trespass. A vicious or potentially dangerous animal may be off the owner or keeper's premises only if it is restrained by a substantial leash, of appropriate length, and if it is under the control of a responsible adult.

**7.06.100. Death, sale, transfer or permanent removal; Notice.**

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 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.

**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.**

- 7.08.090. Interference with official police dog or horse.**
- 7.08.100. Mandatory spay/neuter for dogs and cats adopted from animal shelter.**
- 7.08.110. Disposal of dead animals by owner.**
- 7.08.120. Disposal of dead animals; Owner unknown.**
- 7.08.130. Same - Notification of owner.**
- 7.08.140. Abandonment.**
- 7.08.150. Animals in unattended vehicle.**
- 7.08.160. Reserved.**
- 7.08.170. Animal sales in public places prohibited.**

**7.08.010. General standards of care.**

These standards are promulgated with the understanding that animals are sentient beings - with consciousness, sentience, or in some contexts life itself. Sentient beings are composed of the five aggregates - matter, sensation, perception, mental formations and consciousness. The City of Colton recognizes that animals are sentient and can experience both positive and negative emotions, including pain and distress. As a result, all animals deserve to be cared for in ways that are respectful of these sentiments. Every person owning or occupying any property or premises where any animal or bird is kept shall keep such premises clean and sanitary. Any feces, uneaten food, or other matter that emits an offensive odor or encourages the breeding of flies or other insects shall be collected daily and not allowed to accumulate. This provision shall not prohibit the owner or occupant of any premises from storing such feces, uneaten food, or other matter in a closed container prior to disposal. In addition, every person owning and animal shall also comply with the following:

- (A) An animal's owner shall keep the animal in a clean, sanitary, and healthy condition.
- (B) An animal's owner or handler shall provide for the animal:
  1. Regular and adequate amounts of nutritious food that is appropriate for the species and that maintains the animal in good health;
  2. A constant and adequate supply of clean, fresh, potable water that keeps the animal hydrated for environmental conditions; and
  3. Care and medical treatment for injuries, parasites, and diseases that is sufficient to maintain the animal in good health and minimize suffering.
- (C) An animal's owner shall provide the animal with shelter that:
  1. Is large enough for the animal to enter, stand, turn around, and lie down in a natural manner;
  2. Keeps the animal dry;
  3. Provides the animal with natural or artificial shade from direct sunlight;
  4. Protects the animal from excessive heat and cold and other adverse weather conditions; and
  5. Is adequately ventilated.

(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.

(E) An animal's owner shall regularly maintain the animal and its shelter to prevent odor or a health or sanitation problem.

(F) An animal's owner shall provide the animal with exercise space that is large enough to prevent injury and keep the animal in good condition.

(G) It is an affirmative defense to prosecution under this section that the animal's treatment was as directed by a licensed veterinarian.

#### **Section 7.08.020. Tethering standards.**

It shall be unlawful to tether a dog, except as follows.

A dog may be restrained to an overhead running line, pulley, or trolley system under the following conditions:

(1) The tether is attached to the dog by means of a suitable, properly-fitted collar or harness not exceeding two inches in width. Choke or prong collars are not permitted. The tether must have a swivel on both ends.

(2) The tether provides access to adequate space for the dog to move about freely and cannot become entangled in such a way that would prevent the dog's mobility or cause strangulation.

(3) At minimum, the tether should be four times the length of the dog from the tip of the 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.

(4) The tether is made of a durable, lightweight material that will not cause unnecessary 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.

(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 or the animal may be committed to the Animal Control Officer. This section shall not apply to community cats, as defined in this title.

**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.

**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

by the Animal Control Officer and may be subject the provisions of California Penal Code, section 597.

**Section 7.08.150. Animals in unattended vehicle.**

A. No person shall leave or confine an animal in any unattended motor vehicle under conditions that endanger the health or well-being of an animal due to heat, cold, lack of adequate ventilation, or lack food or water, or other circumstances that could reasonably be 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.

B. The Animal Control Director or his or her designee are authorized to remove and impound any animal found in violation of subsection A above if the animal's safety appears to be in immediate danger from heat, cold, lack of adequate ventilation, lack of food or water, or other circumstances that could reasonably be expected to cause suffering, disability, or death to the animal, or that present an immediate threat to public safety. Animals impounded pursuant to this section shall be taken to the City's animal shelter or, if deemed necessary, to a licensed veterinarian for examination and/or treatment.

C. The Animal Control Director or his or her designee are authorized to take all steps that are reasonably necessary for the removal of an animal from a motor vehicle, including, but not limited to, breaking into the motor vehicle, after a reasonable effort to locate the owner or other person responsible is made. Any person authorized to enforce this section who removes an animal from a motor vehicle shall, in a secure and conspicuous location on or within the motor vehicle, leave a written notice bearing his or her name and office, and the address of the location where the animal can be claimed. The animal may be claimed by the owner only after payment of all charges that have accrued for the maintenance, care, medical treatment, or impoundment of the animal.

D. Nothing in this section shall preclude prosecution under both this section and Section 597 of the California Penal Code or any other provision of law, including any applicable 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.

## **Chapter 7.10 - SPAY, NEUTER AND MICROCHIP**

### **Sections:**

- 7.10.010 Spay and neuter.**
- 7.10.020 Penalties for failure to spay or neuter.**
- 7.10.030 Microchipping of dogs and cats.**

### **Section 7.10.010 Spay and neuter.**

#### **A.**

1. Requirement. No person may own, keep, or harbor an unaltered and unspayed dog or cat over the age of seven months in violation of this section. An owner or custodian of an unaltered dog must have the dog spayed or neutered, or provide a certificate of sterility, or obtain an unaltered dog license in accordance with this chapter. An owner or custodian of an unaltered cat must have the animal spayed or neutered, or provide a certificate of sterility.

2. Exemptions. This section shall not apply to any of the following:

a. A dog with a high likelihood of suffering serious bodily harm or death if spayed or neutered, due to age or infirmity. The owner or custodian must obtain written confirmation of this fact from a California Licensed Veterinarian. If the dog is able to be safely spayed or neutered at a later date, that date must be stated in the written confirmation; should this date be later than thirty (30) days, the owner or custodian must apply for an unaltered dog license.

b. A cat with a high likelihood of suffering serious bodily harm or death if spayed or neutered, due to age or infirmity. The owner or custodian must obtain written confirmation of this fact from a California Licensed Veterinarian. If the cat is able to be safely spayed or neutered at a later date, that date must be stated in the written confirmation.

c. Animals owned by recognized dog or cat breeders, as defined by City policy.

#### **B. Denial or revocation of unaltered dog license and reapplication.**

1. The Animal Control Director or his/her designee may deny or revoke an unaltered 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;

d. The unaltered dog has been adjudicated by a court or an agency of appropriate jurisdiction to be potentially dangerous, dangerous or vicious, or to be nuisance within the meaning of the Colton Municipal Code or under state law;

e. Any unaltered dog license held by the applicant has been revoked;

f. The license application is discovered to contain a material misrepresentation or omission of fact.

## 2. Re-application for unaltered dog license:

a. When an unaltered dog license is denied, the applicant may re-apply for a license upon changed circumstances and a showing that the requirements of this chapter have been 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.

b. When an unaltered dog license is revoked, the owner or custodian of the dog may apply for a new license after a thirty (30) day waiting period upon showing that the requirements of this chapter have been met. No part of an unaltered dog license fee is refundable when a license is revoked and the applicant shall pay the full fee upon re-application.

## C. Appeal of denial or revocation of unaltered dog license.

### 1. Request for hearing.

a. Notice of intent to deny or revoke. The Department shall mail to the owner, custodian, licensee, or applicant a written notice of its intent to deny or revoke the license for an unaltered dog which includes the reason(s) for the denial or revocation. The owner, custodian, licensee or applicant may request a hearing to appeal the denial or revocation by 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.

b. Administrative Hearing Authority. shall be the same as described in section 7.06.040 with the qualifications and authority outlined in code section 7.020.010.

c. Notice and conduct of hearing. The Animal Control Director or his/her designee shall 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.

2. Change in location of dog. If the dog is moved after the department has issued a letter of intent to deny or revoke, but has not yet denied or revoked the license, the owner, custodian, licensee, or applicant must provide the department with information as to the dog's whereabouts, including the current owner or custodian's name, address, and telephone number.

D. Transfer, sale, and breeding of unaltered dog or cat.

1. Offer for sale or transfer of unaltered dog. An owner or custodian who offers any unaltered dog over the age of four (4) months of age for sale, trade, or adoption must include a valid unaltered dog license number with the offer of sale, trade or adoption, or otherwise state and establish compliance with this section. An owner or custodian of an unaltered dog must notify the department of the name and address of the transferee within ten (10) days after the transfer. The unaltered license and microchip numbers must appear on a document transferring the animal to the new owner.

2. Offer for sale or transfer of unaltered cat. An owner or custodian of an unaltered cat must notify the department of the name and address of the transferee within ten (10) days after the transfer. The microchip numbers must appear on a document transferring the animal to the new owner.

E. Impoundment of unaltered dog or cat.

1. When an unaltered dog or cat is impounded pursuant to this title, in addition to satisfying applicable requirements for the release of the animal, including but not limited to payment of impound fees pursuant to this chapter, the owner or custodian shall also do one of the following:

a. Provide written proof of the dog or cat's prior sterilization, if conditions cannot or do not make this assessment obvious to Department personnel.

b. Have the dog or cat spayed or neutered by a Department veterinarian at the expense of the owner or custodian. Such expense may include additional fees due to extraordinary care required.

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.

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.

An administrative citation, infraction, or other such authorized penalty may be issued to an owner or custodian of an unmicrochipped dog 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. Exemptions. The microchipping requirements shall not apply to any of the following:

1. A dog or cat with a high likelihood of suffering serious bodily injury, if implanted with the microchip identification, due to the health conditions of the animal. The owner or custodian must obtain written confirmation of that fact from a California licensed veterinarian. If the dog or cat is able to be safely implanted with an identifying microchip at a later date, that date must be stated in the written confirmation.

2. A dog or cat that is kenneled or trained in the City of Colton, but is owned by an individual that does not reside in the City of Colton. The owner or custodian must keep and maintain the animal in accordance with the applicable laws and ordinances of the jurisdiction in which the owner or custodian of the animal permanently resides, including but not limited to the applicable licensing and rabies vaccination requirements of that jurisdiction.

3. A dog or cat over the age of ten (10) years.

C. Transfer, sale of dogs and cats.

1. An owner or custodian who offers any dog, over the age of four (4) months, for sale, trade, or adoption must provide the microchip identification number and the valid dog license 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.

3. When a puppy or kitten under the age of four (4) months implanted with microchip identification is sold or otherwise transferred to another person, the owner or custodian shall advise the Department of the name and address of the new owner or custodian, and the microchip number of the puppy or kitten within ten (10) days after the transfer. If it is discovered that an owner or custodian has failed to provide the Department with the name and address of the new owner and the microchip number of the puppy or kitten, the owner or custodian shall be subject to the administrative remedies set forth in Chapter 1.17.

D. When an impounded dog or cat is without microchip identification, in addition to satisfying applicable requirements for the release of the animal, including but not limited to payment of impound fees pursuant to this chapter, the owner or custodian shall also do one of the following:

1. Have the dog or cat implanted with a Department microchip by a Department registered veterinarian technician or veterinarian or designated personnel at the expense of the owner or custodian;

2. Have the dog or cat implanted with a department approved microchip by a California licensed veterinarian. The owner or custodian may arrange for another California licensed veterinarian to perform the implant, and shall pay to the department the cost to deliver the dog or cat to the chosen veterinarian. The veterinarian shall complete and return to the Department within ten (10) days, a statement confirming that the microchip has been implanted, provide the Department with the number and shall release the dog or cat to the owner or custodian only after the procedure is complete; or

3. 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 implanted with a microchip 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 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.

## **Chapter 7.12 - NOISY ANIMALS**

### **Sections:**

- 7.12.010 Purpose.**
- 7.12.015 Definitions.**
- 7.12.020 Administrative hearing authority.**
- 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 welfare of the residents of the City by providing for an administrative proceeding for the abatement of such nuisances, which abatement procedures shall be in addition to all other proceedings authorized by this Code or otherwise by law.

### **Section 7.12.015 Definitions.**

For the purpose of this chapter, the following words and phrases shall have the meanings given herein:

“Complaining Party” means that person or those persons who contact the Animal Control 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. The person or persons who own the property where the noisy animal is located;
2. The person or persons in charge of the premises where the noisy animal is located;
3. The person or persons occupying the premises where the noisy animal is located;
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.

**Section 7.12.020 Administrative Hearing Authority.**

A determination whether an animal is violating this chapter shall be made by the Administrative Hearing Authority. The Administrative Hearing Authority shall have the power to hear testimony from witnesses including complainants, peace officers, animal control 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.

**Section 7.12.030 Declaration of noisy animal as a public nuisance.**

A. The City Council hereby determines and declares that it is unlawful and a public nuisance for any person owning, keeping, harboring or having in his or her care, custody or control any animal, to cause or suffer, or permit to be made or caused by such animal, barking, 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 sensitivity residing in the area, unless such noise or sound is made by an official police dog while on duty.

B. If, in violation of the provisions of this declaration of nuisance, any person owns, maintains, harbors, keeps or has any animal who persistently emits any noises or sounds in such a manner as to annoy and become offensive to a resident or residents in the vicinity in which the animal is kept, the maintenance of such animal may be declared a public nuisance by written 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.

C. It is unlawful for the Responsible Party, after being informed in writing that such person's animal has been declared a noisy animal and that the maintenance of a noisy animal is a public nuisance, to fail, refuse or neglect to take whatever steps or use whatever means are necessary to assure that such animal does not again disturb residents in the vicinity in which the animal is kept.

**Section 7.12.040 Noisy animal warning notice.**

A. When an Animal Control Officer or Police Officer of the City is notified or alerted of a possible noisy animal which may constitute a nuisance and has personally confirmed the 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

and that the noisy animal nuisance must be abated forthwith to avoid further City action. Such notice shall be served upon the Responsible Party or, if such service cannot be safely made, posted at the premises upon which the animal is located. A copy of the Noisy Animal Warning Notice shall be filed with the Animal Control Director. The Director shall, within five days of the issuance of said warning notice, make a reasonable attempt to speak personally or by telephone with the Responsible Party concerning the matter, including what efforts have been made to abate the nuisance.

B. If within five days of the issuance of the Noisy Animal Warning Notice the Director determines that the barking, howling or other sound or cry was provoked and that such barking, howling or other sound or cry was not excessive, unrelenting or habitual, the Director of Animal Services shall cause the Noisy Animal Warning Notice to be voided and the person to whom it was issued to be so notified. In the event a Noisy Animal Warning Notice has been voided, such warning notice shall not be considered as having been issued for the purposes of Sections 7.12.050 or 7.12.090 of this chapter.

**Section 7.12.050 Declaration of complaint of noisy animal and petition for administrative hearing.**

A. When the Director receives a subsequent verbal or written complaint concerning a noisy animal at the same location within twelve months after the issuance of a Noisy Animal Warning Notice, the Director shall determine whether the Noisy Animal Warning Notice went unheeded. If the determination is made the nuisance was not abated, a Declaration of Complaint of Noisy Animal and Petition for Administrative Hearing shall be issued by the Director to the Complaining Party.

B. The Declaration of Complaint and Petition for Administrative Hearing shall be completed under penalty of perjury by the Complaining Party and returned within ten (10) days to the Director.

C. The Director, upon receipt of a timely executed Declaration of Complaint and Petition for Administrative Hearing, shall set the case for hearing before the Administrative Hearing 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

Responsible Party for the animal fails to appear at the hearing. The Administrative Hearing Authority may find, upon a preponderance of the evidence, that the animal is a noisy animal and the maintenance of such noisy animal is a public nuisance. Upon the conclusion of the hearing, the Administrative Hearing Authority shall orally announce the decision as to whether a public nuisance has been found to exist on the premises.

**Section 7.12.070. Determination and order.**

At the conclusion of the hearing conducted pursuant to Section 7.12.060, the hearing authority shall, notify the Responsible Party of the Administrative Hearing Authority's determination and any orders issued. If the Administrative Hearing Authority determines that the animal is a noisy animal and the maintenance thereof, a public nuisance, the Responsible Party shall comply with the Administrative Hearing Authority's order within five days after the date of mailing of the determination and order. The decision of the Administrative Hearing Authority shall be final.

**Section 7.12.080. Administrative abatement measures.**

The Administrative Hearing Authority may, as part of his/her determination that the animal is a noisy animal and a public nuisance, direct the Responsible Party to perform one or more of the following actions:

- A. Containment of the animal within an enclosed building on the premises of Responsible Party;
- 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;
- C. Require that the animal undertake obedience training designed to abate the nuisance problem when appropriate and under the conditions imposed by the Administrative Hearing Authority and at the expense of the Responsible Party;
- 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;
- E. Require the Responsible Party to permanently remove the animal from said property and outside the City limits.
- F. Any other reasonable means to accomplish the abatement.

**Section 7.12.090. Failure to Comply with Administrative Order.**

It is unlawful for any person to fail, neglect or refuse to comply with an administrative abatement order of the Administrative Hearing Authority within the time specified in said order. Should any party to the order issued by the Administrative Hearing Authority fail to comply with the order, in whole or in any part thereof, that party or those parties may be subject to administrative remedies to enforce the order as set forth in this Code, including administrative citations and administrative civil penalties, and any other lawful means necessary to gain compliance, including a civil action.

**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.

**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.

**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)

days of the administering of the rabies vaccination. The information requested may be transmitted in the form of a paper copy or in an electronic format approved by the City of Colton.

C. The information provided to the City of Colton in Section A shall be considered confidential and shall not be used, released or distributed for any purpose except to ensure compliance with existing federal, state, county, or city laws or regulations, as set forth in California Health and Safety Code Section 121690.

D. Any veterinarian or person under this Chapter who fails to provide the information requested may be subject to all lawful legal remedies to enforce this Chapter, including but not limited to those set forth in Chapter 1.17 of this Code.

## **Chapter 7.16 - COYOTE CONTROL**

### **Sections:**

**7.16.010 Feeding of coyotes.**  
**7.16.020 Control.**

### **Section 7.16.010 Feeding of coyotes.**

A. Except as provided herein, no person shall feed or in any manner provide food for any coyote which is not under the ownership or legal possession of such person.

B. A person may feed and provide food for a coyote which is trapped, unweaned or injured during that period of time after said person notifies the Police Department or Animal Control Department until said animal is picked up by the City or its designated agent or contractor for animal control.

### **Section 7.16.020 Control.**

The City, its agents and its contractor for the provision of animal control are hereby authorized to use all legal means to control coyotes and to reduce their number in the City.

## **Chapter 7.18 – COMMUNITY CAT INITIATIVE**

### **Sections:**

**7.18.010 Purpose.**  
**7.18020 Authority; Trap-Neuter Return program.**

### **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.

**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 7th day of June, 2016.

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

ATTEST:

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

APPROVED AS TO FORM:

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

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## STAFF REPORT

DATE: JUNE 7, 2016  
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
 FROM: BILL SMITH, CITY MANAGER  
 PREPARED BY: SABDI SANCHEZ, CHIEF DEPUTY CITY CLERK  
 SUBJECT: CALLING AND GIVING NOTICE OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2016; REQUESTING THE COUNTY OF SAN BERNARDINO TO RENDER SPECIFIED SERVICES; AND ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE.

### RECOMMENDED ACTION

It is recommended that the City Council approve and adopt a Resolution, calling and giving notice of a General Municipal Election to be held in the City of Colton on Tuesday, November 8, 2016, for the election of certain municipal officers and requesting that the County of San Bernardino render specified services as required by the provisions of the laws of the State of California relating to General Law cities; and, approve and adopt a resolution adopting regulations for candidates for elective office pertaining to candidate's statements submitted to the voters at an election to be held on Tuesday, November 8, 2016.

### BACKGROUND

Under applicable State law, the City of Colton must take steps to call for the election of certain officers of the City and to order a General Municipal Election to be held on Tuesday, November 8, 2016, which will be consolidated with the Statewide General Election for the following:

1. District 3 Councilmember for full term of four years
2. District 5 Councilmember for full term of four years
3. District 6 Councilmember for full term of four years
4. City Clerk for full term of four years
5. City Treasurer for full term of four years

### ISSUES/ANALYSIS

Terms of office for certain elected City officials are nearing conclusion. As such, the election must be called by the City.

### **FISCAL IMPACTS**

Cost of the General Municipal Election is estimated at approximately \$35,000. This amount has been funded in the City Clerk's Budget, Account No. 100-6010-6010-2401 for Fiscal Year 2016-17.

### **ALTERNATIVES**

1. Provide alternative direction to staff.

### **ATTACHMENTS**

1. Resolution No. R-41-16
2. Resolution No. R-52-16

# ATTACHMENT 1

Resolution No. R- 41-16







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SECTION 2. FOREIGN LANGUAGE POLICY.

A. Pursuant to the Federal Voting Rights Act, candidates statements will be translated into all languages required by the County of San Bernardino. The County is required to translate candidate’s statements into the following languages: Spanish.

B. The County will print and mail sample ballots and candidates statements to all voters in Spanish. The County will make the sample ballots and candidates statements in the required languages available at all polling places, on the County’s website, and in the Election Official’s office.

SECTION 3. PAYMENT.

A. Translations:

1. The candidate shall be required to pay for the cost of translating the candidate’s statement into any required foreign language as specified in (A) and/or (B) of Section 2 above pursuant to Federal and/or State law.
2. The candidate shall be required to pay for the cost of translating the candidate’s statement into any foreign language that is not required as specified in (A) and/or (B) of Section 2 above, pursuant to Federal and/or State law, but is requested as an option by the candidate.

B. Printing:

1. The candidate shall be required to pay for the cost of printing the candidate’s statement in English in the main voter pamphlet.
2. The candidate shall be required to pay for the cost of printing the candidates statement in a foreign language required in (A) of Section 2 above, in the main voter pamphlet.

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3. The candidate shall be required to pay for the cost of printing the candidate’s statement in a foreign language requested by the candidate per (B) of Section 2 above, in the main voter pamphlet.

4. The candidate shall be required to pay for the cost of printing the candidates statement in a foreign language required by (A) of Section 2 above, in the facsimile voter pamphlet.

The City Clerk shall estimate the total cost of printing, handling, translating, and mailing the candidate’s statements filed pursuant to this section, including costs incurred as a result of complying with the Voting Rights Act of 1965 (as amended), and require each candidate filing a statement to pay in advance to the local agency his or her estimated pro rata share as a condition of having his or her statement included in the voter’s pamphlet. In the event the estimated payment is required, the estimate is just an approximation of the actual cost that varies from one election to another election and may be significantly more or less than the estimate, depending on the actual number of candidates filing statements. Accordingly, the clerk is not bound by the estimate and may, on a pro rata basis, bill the candidate for additional actual expense or refund any excess paid depending on the final actual cost. In the event of underpayment, the clerk may require the candidate to pay the balance of the cost incurred. In the event of overpayment, the clerk shall prorate the excess amount among the candidates and refund the excess amount paid within 30 days of the election.

SECTION 4. MISCELLANEOUS.

- A) All translations shall be provided by professionally-certified translators.
- B) The City Clerk shall allow (bold type) (underlining) (capitalization) (indentations) (bullets) (leading hyphens) to the same extent and manner as allowed in previous City elections.

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C) The City Clerk shall comply with all recommendations and standards set forth by the California Secretary of State regarding occupational designations and other matters relating to elections.

SECTION 5. ADDITIONAL MATERIALS. No candidate will be permitted to include additional materials in the sample ballot package.

SECTION 6. That the City Clerk shall provide each candidate or the candidate's representative a copy of this Resolution at the time nominating petitions are issued.

SECTION 7. That all previous resolutions establishing council policy on payment for candidate's statements are repealed.

SECTION 8. That this resolution shall apply at the next ensuing municipal election and at each municipal election after that time.

SECTION 9. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

**PASSED, APPROVED AND ADOPTED** this 7<sup>th</sup> day of June, 2016.

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

ATTEST:

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

# ATTACHMENT 2

## Resolution No. R-52-16



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SECTION 4. MISCELLANEOUS.

A) All translations shall be provided by professionally-certified translators.

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SECTION 8. That this resolution shall apply at the next ensuing municipal election and at each municipal election after that time.

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**PASSED, APPROVED AND ADOPTED** this 7<sup>th</sup> day of June, 2016.

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

ATTEST:

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



## STAFF REPORT

DATE: JUNE 7, 2016  
 TO: HONORABLE MAYOR AND CITY COUNCIL  
 FROM: BILL SMITH, CITY MANAGER *BS*  
 PREPARED BY: DAVID X. KOLK, Ph.D., UTILITY DIRECTOR *DK*  
 SUBJECT: PUBLIC HEARING FOR LANDSCAPE LIGHTING MAINTENANCE  
 DISTRICT I FISCAL YEAR 2016/2017

### RECOMMENDED ACTION

It is recommended that the City Council approve and adopt the following resolutions to initiate proceedings for the annual levy of assessments for Landscape Lighting and Maintenance District 1 for Fiscal Year 2016/2017: 1) Resolution No. R-42-16, initiating proceedings; 2) Resolution No. R-44-16, approving the preliminary engineer's report; and 3) Resolution No. R-43-16, Intention to Set the Public Hearing date regarding this matter for June 21, 2016.

### GOAL STATEMENT

The proposed action will support the City's goal to continue to maintain its landscaped areas within the community.

### BACKGROUND

In compliance with the Landscape and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, the City Council formed a Landscape and Lighting Maintenance Assessment District (LLMD). Currently, there are two Landscape Lighting and Maintenance Districts within the City of Colton. Each District provides the services of maintaining lighting, landscaping and all applicable facilities within its boundaries.

Within the LLMD District 1, there are five zones; Exhibit A depicts the locations of these zones. Within each zone a different amount is levied that is determined by the benefit units each property type (residential, industrial or commercial) is assigned; a single family residence is used as the basic unit of assessment and is assessed an Equivalent Benefit Unit (EBU) of 1.00. In addition to the EBU, the other determining factor in establishing each zone's corresponding assessment is the acreage of each parcel. The costs associated with maintaining the improvements within each zone are then distributed to those parcels within the zone in proportion to the benefit received by those parcels. Only parcels that directly benefit from the improvements are assessed.

The City Council approved that City owned utilities would not charge the District for streetlight and water services for Fiscal Years 2014/15 and 2015/16 to allow the District to catch up on lingering maintenance issues. The cost of City owned utilities expense for Fiscal Year 2016/17 is estimated to be approximately \$57,000 for both electricity and water.

## **ISSUES/ANALYSIS**

On April 1, 2003, the City Council approved an amendment to the Colton Municipal Code increasing the powers and duties of the Community Facilities District Commission (CFD) to include review of the City's LLMDs. As the CFD Commission exists today, it is not comprised of enough members to obtain a quorum. For this reason, staff was unable to present the preliminary budget and engineer's report correspondent to LLMD 1 for review by the CFD Commission.

The Preliminary Engineer's Report for FY 2016/2017 is available for review at the City Clerk's Office. The Fiscal Year 2016/2017 budget does not reflect any levy changes to the five zones located within the District (Zones: 2, 3, 4, 5 and 8), and it does not include the estimated \$57,000 cost for City owned electric or water utilities. Staff is recommending that the City Council authorize the City provided electric and water expenses be excluded from the District for the upcoming fiscal year. All assessment rates within LLMD 1, with the exception of Zone 3 Annexation, which has an inflator of 3%, were established over 20 years ago and have not since been adjusted. As this District was created without an inflator to keep up with inflationary increases, the rates cannot be adjusted to meet the service costs without balloting all parcels within each Zone. In 2005, staff did ballot all property owners in LLMD 1 and the ballot failed.

If authorized, the resolution attached to this report will be advertised in the local newspaper to inform the community that a Public Hearing will be held on Tuesday, June 21, 2016, at 6:00 p.m., for the LLMD 1 Fiscal Year 2016/2017 Engineer's Report.

## **FISCAL IMPACTS**

The Preliminary Engineer's Report is on file in the Office of the City Clerk as prescribed by law and identifies the LLMD 1 operating budget for 2016/2017 to be \$286,406, which will not have an impact on the general fund as the LLMD 1 revenue for FY 2016/2017 is estimated at \$328,122.

## **ALTERNATIVES**

1. Provide alternative direction to staff.

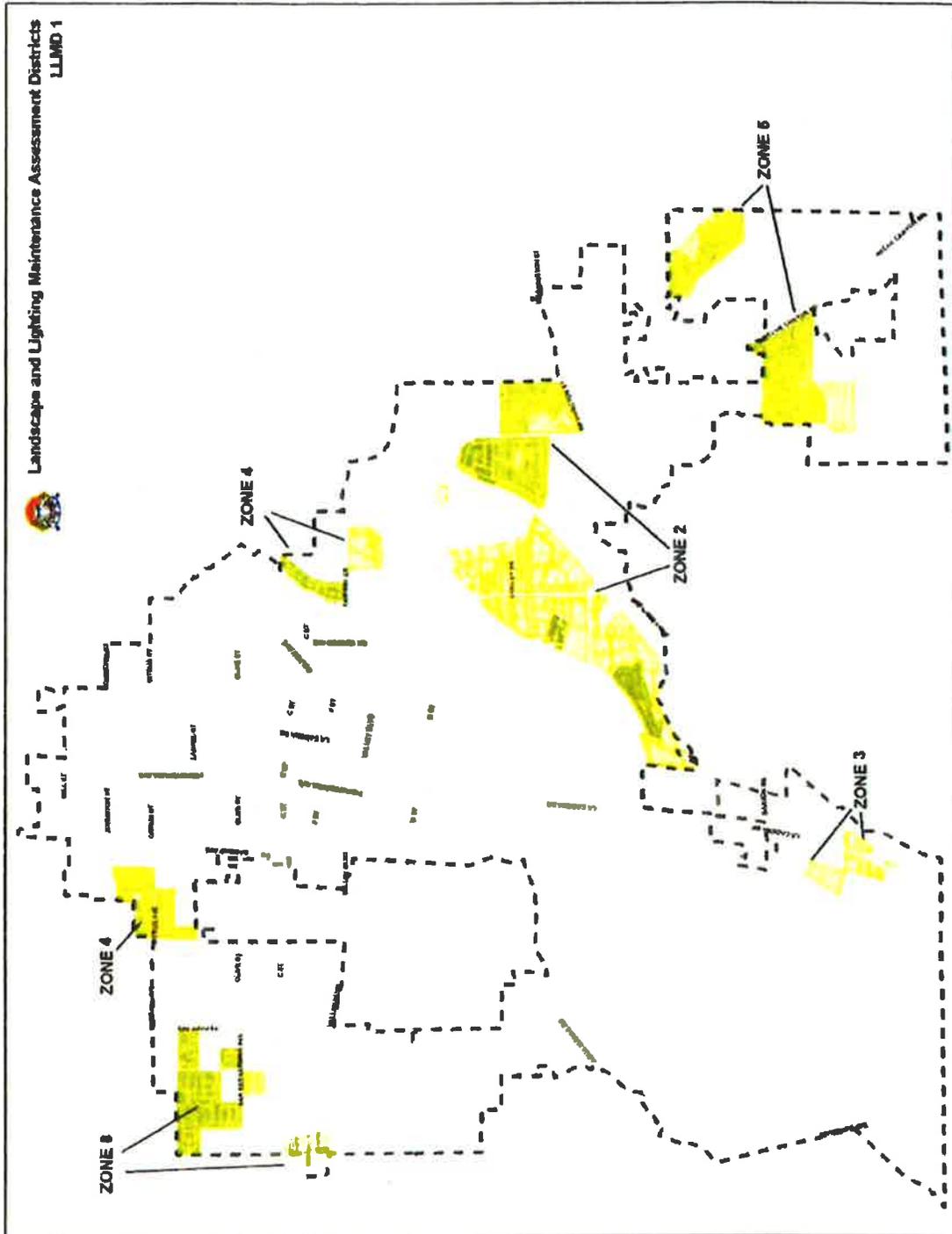
## **ATTACHMENTS**

1. Exhibit 'A' – LLMD 1 Map
2. Resolution No. R-42-16 Initiating Proceedings
3. Resolution No. R-44-16 Approving the Preliminary Engineering's Report
4. Resolution No. R-43-16 Intention to Set the Public Hearing Date

## **Exhibit A**

LLMD 1 MAP

EXHIBIT "A"



**Exhibit B**

R-42-16

**INITIATING PROCEEDINGS**

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**RESOLUTION NO. R-42-16**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLTON, CALIFORNIA INITIATING PROCEEDINGS FOR THE ANNUAL LEVY OF ASSESSMENTS FOR THE COLTON LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 1 FOR FISCAL YEAR 2016/2017.**

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

**WHEREAS**, the City Council of the City of Colton, California has, by previous Resolutions, formed the Colton Landscape and Lighting Maintenance District No. 1 ("District") pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500 ("Act"), that provides for levy and collection of assessments by the County of San Bernardino for the City of Colton to pay the maintenance and services of street lighting, landscaping, and all appurtenant facilities and operations related thereto.

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

1. The description of the District boundary and the Zones therein are outlined in the Engineer's Report and by reference is made part of this Resolution. The District consists of five (5) Benefit Zones. The District is designated as "Colton Landscape and Lighting Maintenance District No. 1."
2. The improvements within the District include but are not limited to: turf, ground cover, shrubs, trees, irrigation systems, ornamental lighting, entry monuments, drainage systems, and associated appurtenances. The Engineer's Report describes all new improvements or substantial changes in existing improvements.
3. That the City Clerk shall certify to the passage and adoption of this Resolution; shall enter the same in the book of original Resolutions of said City; and shall make a minute of passage and adoption thereof in the records of the proceedings of the City Council of said City, in the minutes of the meeting at which Resolution is passed and adopted.

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

\_\_\_\_\_  
Richard A. Delarosa  
Mayor

ATTEST:

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

**Exhibit C**

R-43-16

INTENTION TO SET THE PUBLIC HEARING DATE

**RESOLUTION NO. R-43-16**

1 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLTON, CALIFORNIA,**  
2 **DECLARING ITS INTENTION FOR THE LEVY AND COLLECTION OF ASSESSMENTS**  
3 **FOR THE COLTON LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 1 FOR**  
4 **FISCAL YEAR 2016/2017.**

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

7 **WHEREAS**, the City Council has by previous Resolutions formed the Colton  
8 Landscape and Lighting Maintenance District No. 1 ("District"), and initiated proceedings for  
9 Fiscal Year 2016/2017, pursuant to the provisions of the Landscaping and Lighting Act of  
10 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with  
11 section 22500) ("Act") that provides for the levy and collection of assessments by the County  
12 of San Bernardino for the City of Colton to pay the maintenance and services of all  
13 improvements and facilities related thereto, and;

14 **WHEREAS**, all assessments for the District were previously approved in accordance  
15 with the requirements of the California State Constitution, Article XIII D, and;

16 **WHEREAS**, the Engineer's Report for Fiscal Year 2016/2017 has been filed with the  
17 City Clerk, presented to the City Council and approved by the City Council, as required by  
18 Chapter 3 Sections 22623 and 22624 of said act.

19 **NOW, THEREFORE BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY**  
20 **COUNCIL FOR THE DISTRICT, PURSUANT TO CHAPTER 3, SECTION 22624 OF THE ACT,**  
21 **AS FOLLOWS:**

- 22 1. The above recitals are true and correct.
- 23 2. Intention: The City Council hereby declares its intention to seek the annual levy and  
24 collection of assessments within the District pursuant to the Act, over and including the land  
25 within the District boundary, and to levy and collect assessments on all such land to pay the  
26 annual costs and expenses of the improvements and services described in Section 4 of this  
27 Resolution, for Fiscal Year 2016/2017.
- 28 3. Boundaries and Designation: The description of the District boundary and the Zones therein  
are outlined in the Engineer's Report and by reference made part of this Resolution. The  
District consists of five (5) Benefit Zones. The District is designated as "Colton Landscape  
and Lighting Maintenance District No. 1."
4. Description of Improvements: The improvements within the District include but are not  
limited to: turf, ground cover, shrubs, trees, irrigation systems, ornamental lighting, entry  
monuments, drainage systems, and associated appurtenances. The Engineer's Report  
describes all new improvements or substantial changes in existing improvements.

- 1 5. Proposed Assessment Amounts: The proposed district assessments are within the limits  
2 previously approved by the property owners. The assessments outlined in the Engineer's  
3 Report have not been increased over the maximum rates approved by the property  
4 owners, and do not require additional property owner approval in accordance with the  
5 requirements of the California Constitution, Articles XIIC and XIID.
- 6 6. Public Hearing(s): The City Council hereby declares its intention to conduct a Public  
7 Hearing concerning the levy of assessments for the District in accordance with *Chapter 3,*  
8 *Section 22626* of the Act.
- 9 7. Notice: The City shall give notice of the time and place of the Public Hearing to all  
10 property owners within the District by causing the publishing of this Resolution once in the  
11 local newspaper not less than ten (10) days before the date of the public hearing, and by  
12 posting a copy of this resolution on the official bulletin board customarily used by the  
13 Council for the posting of notices.
- 14 8. Notice Of Public Hearing: Notice is hereby given that a Public Hearing on these matters  
15 will be held by the City Council on June 21, 2016 at 6:00 pm, or as soon thereafter as  
16 feasible in the Council Chambers at City Hall, 650 North La Cadena Drive, Colton, CA.
- 17 9. The City Clerk is hereby authorized and directed to give notice of such hearing as provided  
18 by law.
- 19 10. That the City Clerk shall certify to the passage and adoption of this Resolution; shall enter  
20 the same in the book of original Resolutions of said City; and shall make a minute of  
21 passage and adoption thereof in the records of the proceedings of the City Council of said  
22 City, in the minutes of the meeting at which Resolution is passed and adopted.

23 **PASSED, APPROVED AND ADOPTED THIS 7<sup>th</sup> DAY OF JUNE 2016.**

24 \_\_\_\_\_  
25 Richard A. Delarosa  
26 Mayor

27 ATTEST:

28 \_\_\_\_\_  
29 Carolina R. Padilla  
30 City Clerk

**Exhibit D**

R-44-16

**APPROVING THE PRELIMINARY ENGINEERING'S REPORT**

**RESOLUTION NO. R-44-16**

**A RESOLUTION OF THE CITY COUNCIL OF COLTON, CALIFORNIA FOR PRELIMINARY APPROVAL OF THE ENGINEER'S REPORT FOR THE COLTON LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 1 FOR FISCAL YEAR 2016/2017.**

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

**WHEREAS**, the City Council of the City of Colton, California has, by previous Resolutions, ordered the preparation of the Fiscal Year 2016/2017: Engineer's Annual Levy Report ("Engineer's Report") for the Colton Landscape and Lighting Maintenance District No. 1 ("District") pursuant to the provisions of the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500* ("Act"), and;

**WHEREAS**, there has now been presented to this City Council the Engineer's Report as required by *Chapter 1, Article 4, Section 22566* of said Act, and;

**WHEREAS**, this City Council has examined and reviewed the Engineer's Report as presented, and is preliminarily satisfied with the District, each and all of the budget items and documents as set forth therein, and is satisfied that the assessments, have been spread in accordance with the special benefits received from the improvements, operation, maintenance and services to be performed within each Benefit Zone of the District, as set forth in said Engineer's Report.

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

1. The above recitals are true and correct.
2. That the Engineer's Report as presented, consists of the following:
  - A Description of Improvements (Plans & Specifications).
  - The Annual Budget (Costs and Expenses of Services, Operations and Maintenance)
  - A Description of the Method of Apportionment resulting in an Assessment Rate per Levy Unit for each said District for Fiscal Year 2016/2017.
  - District Assessment Diagrams showing the exterior boundaries of the Assessment District and/or the Benefit Zones therein.
  - The Fiscal Year 2016/2017 Assessment Collection Roll with the proposed assessment apportioned to each lot or parcel.
3. The Engineer's Report is hereby approved on a preliminary basis pending a public hearing, and ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection.
4. That the City Clerk shall certify to the passage and adoption of this Resolution and the minutes of this meeting shall so reflect the presentation of the Engineer's Report.

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5. That the City Clerk shall certify to the passage and adoption of this Resolution; shall enter the same in the book of original Resolutions of said City; and shall make a minute of passage and adoption thereof in the records of the proceedings of the City Council of said City, in the minutes of the meeting at which Resolution is passed and adopted.

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

\_\_\_\_\_  
Richard A. Delarosa  
Mayor

ATTEST:

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



## STAFF REPORT

DATE: JUNE 7, 2016  
 TO: HONORABLE MAYOR AND CITY COUNCIL  
 FROM: BILL SMITH, CITY MANAGER *BS*  
 PREPARED BY: DAVID X. KOLK, Ph.D., UTILITY DIRECTOR *DK*  
 SUBJECT: PUBLIC HEARING FOR LANDSCAPE LIGHTING MAINTENANCE  
 DISTRICT II FISCAL YEAR 2016/2017

### RECOMMENDED ACTION

It is recommended that the City Council approve and adopt the following resolutions to initiate proceedings for the annual levy of assessments for Landscape Lighting and Maintenance District 2 for Fiscal Year 2016/2017: 1) Resolution No. R-45-16, initiating proceedings; 2) Resolution No. R-47-16, approving the preliminary engineer's report; and 3) Resolution No. R-46-16, Intention to Set the Public Hearing date regarding this matter for June 21, 2016.

### GOAL STATEMENT

The proposed action will support the City's goal to continue to maintain its landscaped areas within the community.

### BACKGROUND

In compliance with the Landscape and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, the City Council formed a Landscape and Lighting Maintenance Assessment District (LLMD). Currently, there are two Landscape Lighting and Maintenance Districts within the City of Colton. Each District provides the services of maintaining lighting, landscaping and all applicable facilities within its boundaries.

Within the LLMD District 2 there are two zones; Exhibit A depicts the locations of these zones. The levy for this district is determined by the benefit units each property type (residential, industrial or commercial) is assigned; a single family residence is used as the basic unit of assessment and is assessed a Equivalent Benefit Unit (EBU) of 1.00. In addition to the EBU, the other determining factor in establishing the assessment rate is the acreage of each parcel. The costs associated with maintaining the improvements within each zone are distributed to those parcels within each zone of the District in proportion to the benefit received by those parcels. The improvements within the District include: turf, ground cover, street trees, irrigation systems, perimeter landscaping, slopes, open space, lighting systems and all necessary appurtenances. Only parcels that directly benefit from the improvements are assessed.

The City Council approved that City owned utilities would not charge the District for streetlight and water services for Fiscal Years 2014/15 and 2015/16 to allow the District to catch up on lingering maintenance issues. The cost of City owned utilities expense for Fiscal Year 2016/17 is estimated to be approximately \$20,000 for both electricity and water.

## **ISSUES/ANALYSIS**

On April 1, 2003, the City Council approved an amendment to the Colton Municipal Code increasing the powers and duties of the Community Facilities District Commission (CFD) to include review of the City's LLMDs. As the CFD Commission exists today, it is not comprised of enough members to obtain a quorum. For this reason, staff was unable to present the preliminary budget and engineer's report correspondent to LLMD 2 for their review.

The Preliminary Engineer's Report for FY 2016/2017 is available at the City Clerk's Office. The Preliminary Engineer's Report identifies those parcels within the zones that can be assessed. The Fiscal Year 2016/2017 budget does not reflect any levy changes to the two zones located within the District, and it does not include the estimated \$20,000 cost for City owned electric or water utilities. Staff is recommending that the City Council authorize the City provided electric and water expenses be excluded from the District for the upcoming fiscal year.

If authorized, the resolution attached to this report will be advertised in the local newspaper to inform the community that a public hearing will be held on Tuesday, June 21, 2016, at 6:00 p.m., for the LLMD 2 Fiscal Year 2016/2017 Engineer's Report.

## **FISCAL IMPACTS**

The Preliminary Engineer's Report is on file in the Office of the City Clerk as prescribed by law and identifies the LLMD 2 operating budget for 2016/2017 to be \$122,015, which will not have an impact on the general fund as the LLMD 2 revenue for FY 2016/2017 is estimated at \$143,114.

## **ALTERNATIVES**

1. Provide alternative direction to staff.

## **ATTACHMENTS**

1. Exhibit 'A' – LLMD 2 Map
2. Resolution No. R-45-16 Initiating Proceedings
3. Resolution No. R-47-16 Approving the Preliminary Engineering's Report
4. Resolution No. R-46-16 Intention to Set the Public Hearing Date

## **Exhibit A**

LLMD 2 MAP



**Exhibit B**

R-45-16

INITIATING PROCEEDINGS

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**RESOLUTION NO. R-45-16**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLTON, CALIFORNIA INITIATING PROCEEDINGS FOR THE ANNUAL LEVY OF ASSESSMENTS FOR THE COLTON LANDSCAPE AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT NO. 2 FOR FISCAL YEAR 2016/2017.**

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

**WHEREAS**, the City Council of the City of Colton, California has, by previous Resolutions, formed the Colton Landscape and Lighting Maintenance Assessment District No. 2 ("District") pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500 ("Act"), that provides for levy and collection of assessments by the County of San Bernardino for the City of Colton to pay the maintenance and services of street lighting, landscaping, and all appurtenant facilities and operations related thereto.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COLTON DO HEREBY**

**RESOLVE AS FOLLOWS:**

1. The description of the District boundary and the Zones therein are outlined in the Engineer's Report and by reference is made part of this Resolution. The District consists of two (2) Benefit Zones. The District is designated as "Colton Landscape and Lighting Maintenance Assessment District No. 2."
2. The improvements within the District include but are not limited to: turf, ground cover, shrubs, trees, irrigation systems, weed abatement, drainage systems, and associated appurtenances. The Engineer's Report describes all new improvements or substantial changes in existing improvements.
3. That the City Clerk shall certify to the passage and adoption of this Resolution; shall enter the same in the book of original Resolutions of said City; and shall make a minute of passage and adoption thereof in the records of the proceedings of the City Council of said City, in the minutes of the meeting at which Resolution is passed and adopted.

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

\_\_\_\_\_  
Richard A. Delarosa  
Mayor

ATTEST:

\_\_\_\_\_  
Caroline R. Padilla  
City Clerk

**Exhibit C**

R-46-16

INTENTION TO SET THE PUBLIC HEARING DATE

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**RESOLUTION NO. R-46-16**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLTON, CALIFORNIA, DECLARING ITS INTENTION FOR THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE COLTON LANDSCAPE AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT NO. 2 FOR FISCAL YEAR 2016/2017**

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

**WHEREAS**, the City Council has by previous Resolutions formed the Colton Landscape and Lighting Maintenance Assessment District No. 2 (“District”), and initiated proceedings for Fiscal Year 2016/2017 pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with section 22500) (“Act”) that provides for the levy and collection of assessments by the County of San Bernardino for the City of Colton to pay the maintenance and services of all improvements and facilities related thereto, and;

**WHEREAS**, all assessments for the District were previously approved in accordance with the requirements of the California State Constitution, Article XIID, and;

**WHEREAS**, the Engineer’s Report for Fiscal Year 2016/2017 has been filed with the City Clerk, presented to the City Council and approved by the City Council, as required by Chapter 3 Sections 22623 and 22624 of said act.

**NOW, THEREFORE BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL FOR THE DISTRICT, PURSUANT TO CHAPTER 3, SECTION 22624 OF THE ACT, AS FOLLOWS:**

1. The above recitals are true and correct.
2. Intention: The City Council hereby declares its intention to seek the annual levy and collection of assessments within the District pursuant to the Act, over and including the land within the District boundary, and to levy and collect assessments on all such land to pay the annual costs and expenses of the improvements and services described in Section 4 of this Resolution, for Fiscal Year 2016/2017.
3. Boundaries and Designation: The description of the District boundary and the Zones therein are outlined in the Engineer’s Report and by reference made part of this Resolution. The District consists of two (2) Benefit Zones. The District is designated as “Colton Landscape and Lighting Maintenance Assessment District No. 2.”
4. Description of Improvements: The improvements within the District include but are not limited to: turf, ground cover, shrubs, trees, irrigation systems, ornamental lighting, entry monuments, drainage systems, and associated appurtenances. The Engineer’s Report describes all new improvements or substantial changes in existing improvements.

- 1 5. Proposed Assessment Amounts: The proposed district assessments are within the limits  
2 previously approved by the property owners. The assessments outlined in the Engineer's  
3 Report have not been increased over the maximum rates approved by the property  
4 owners, and do not require additional property owner approval in accordance with the  
5 requirements of the California Constitution, Articles XIIC and XIID.
- 6 6. Public Hearing(s): The City Council hereby declares its intention to conduct a Public  
7 Hearing concerning the levy of assessments for the District in accordance with *Chapter 3,*  
8 *Section 22626* of the Act.
- 9 7. Notice: The City shall give notice of the time and place of the Public Hearing to all  
10 property owners within the District by causing the publishing of this Resolution once in the  
11 local newspaper not less than ten (10) days before the date of the public hearing, and by  
12 posting a copy of this resolution on the official bulletin board customarily used by the  
13 Council for the posting of notices.
- 14 8. Notice Of Public Hearing: Notice is hereby given that a Public Hearing on these matters  
15 will be held by the City Council on June 21, 2016 at 6:00 pm, or as soon thereafter as  
16 feasible in the Council Chambers at City Hall, 650 North La Cadena Drive, Colton, CA.
- 17 9. The City Clerk is hereby authorized and directed to give notice of such hearing as provided  
18 by law.
- 19 10. That the City Clerk shall certify to the passage and adoption of this Resolution; shall enter  
20 the same in the book of original Resolutions of said City; and shall make a minute of  
21 passage and adoption thereof in the records of the proceedings of the City Council of said  
22 City, in the minutes of the meeting at which Resolution is passed and adopted.

17 **PASSED, APPROVED AND ADOPTED THIS 7<sup>th</sup> DAY OF JUNE 2016.**

20 \_\_\_\_\_  
Richard A Delarosa  
Mayor

21 ATTEST:

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

**Exhibit D**

**R-47-16**

**APPROVING THE PRELIMINARY ENGINEERING'S REPORT**

**RESOLUTION NO. R-47-16**

1 **A RESOLUTION OF THE CITY COUNCIL OF COLTON, CALIFORNIA FOR PRELIMINARY**  
2 **APPROVAL OF THE ENGINEER'S REPORT FOR THE COLTON LANDSCAPE AND**  
3 **LIGHTING MAINTENANCE ASSESSMENT DISTRICT NO. 2 FOR FISCAL YEAR**  
4 **2016/2017.**

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

7 **WHEREAS**, the City Council of the City of Colton, California has, by previous  
8 Resolutions, ordered the preparation of the Fiscal Year 2016/2017 Engineer's Annual Levy  
9 Report ("Engineer's Report") for the Colton Landscape and Lighting Maintenance Assessment  
10 District No. 2 ("District") pursuant to the provisions of the *Landscaping and Lighting Act of*  
11 *1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with*  
12 *Section 22500 ("Act")*, and;

13 **WHEREAS**, there has now been presented to this City Council the Engineer's Report  
14 as required by *Chapter 1, Article 4, Section 22566* of said Act, and;

15 **WHEREAS**, this City Council has examined and reviewed the Engineer's Report as  
16 presented, and is preliminarily satisfied with the District, each and all of the budget items and  
17 documents as set forth therein, and is satisfied that the assessments, have been spread in  
18 accordance with the special benefits received from the improvements, operation,  
19 maintenance and services to be performed within each Benefit Zone of the District, as set  
20 forth in said Engineer's Report.

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

- 23 1. The above recitals are true and correct.
- 24 2. That the Engineer's Report as presented, consists of the following:
  - 25 • A Description of Improvements (Plans & Specifications).
  - 26 • The Annual Budget (Costs and Expenses of Services, Operations and Maintenance)
  - 27 • A Description of the Method of Apportionment resulting in an Assessment Rate per  
28 Levy Unit for each said District for Fiscal Year 2016/2017.
  - District Assessment Diagrams showing the exterior boundaries of the Assessment  
District and/or the Benefit Zones therein.
  - The Fiscal Year 2016/2017 Assessment Collection Roll with the proposed  
assessment apportioned to each lot or parcel.
3. The Engineer's Report is hereby approved on a preliminary basis pending a public  
hearing, and ordered to be filed in the Office of the City Clerk as a permanent record and  
to remain open to public inspection.
4. That the City Clerk shall certify to the passage and adoption of this Resolution and the  
minutes of this meeting shall so reflect the presentation of the Engineer's Report.

1 5. That the City Clerk shall certify to the passage and adoption of this Resolution; shall enter  
2 the same in the book of original Resolutions of said City; and shall make a minute of  
3 passage and adoption thereof in the records of the proceedings of the City Council of said  
4 City, in the minutes of the meeting at which Resolution is passed and adopted.

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

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8 Richard A. Delarosa  
9 Mayor

10 ATTEST:

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12 Carolina R. Padilla  
13 City Clerk  
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## STAFF REPORT

DATE: JUNE 7, 2016  
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
 FROM: BILL SMITH, CITY MANAGER  
 PREPARED BY: MARK OWENS, POLICE CHIEF *[Signature]*  
 SUBJECT: AUTHORIZE THE DISPOSITION OF SURPLUS POLICE SERVICE DOG EDDIE AND PURCHASE BY HANDLER

### RECOMMENDED ACTION

The Police Department requests the City Council declare as surplus Police Service Dog "Eddie" from the Police Department inventory and the City Council approve Police Service Dog "Eddie" be purchased by his handler, Officer Greg Castillo. It is further recommended that Police Service Dog "Eddie" be purchased by Officer Castillo in the amount of \$1.00.

### BACKGROUND

The Colton Police Department purchased Police Service Dog "Eddie", as a two-year-old Czechoslovakian Shepherd from Master K9 around June of 2008. Police Service Dog "Eddie" was assigned to Officer Greg Castillo. From that point, Officer Castillo and "Eddie" attended and successfully completed a 200-hour basic handler course administered by Master K9. After completing their basic course, Officer Castillo and "Eddie" were assigned to the patrol division of the Colton Police Department, in a patrol capacity. Officer Castillo and "Eddie" protected and served the citizens of Colton for approximately 7 ½ years.

During Police Service Dog "Eddie's" off time, he lived with Officer Castillo. This included feeding, grooming, and taking him to annual veterinarian visits. During Police Service Dog "Eddie's" last visit to the veterinarian, she advised that it might be in "Eddie's" best interest to 'retire' from service due to "Eddie's" age (9 ½ years old) and some obvious hip and joint issues.

### ISSUES/ANALYSIS

Colton Municipal Code section 3.08.150: Surplus Supplies and Equipment-- provides that the purchasing officer has the authority to sell as surplus all supplies, materials and equipment which have become obsolete or unsuitable for use.

Generally, a police service dog's age, medical condition, length of service, and ability to positively impact the police department are all taken into account when determining whether or not to assign the police service dog to another handler or retire the dog from service.

Officer Castillo and Police Service Dog “Eddie” have been partnered together for approximately 7 ½ years. Since their partnership, Police Service Dog “Eddie” has stayed with Officer Castillo and his family, where he has been cared for at their residence. Due to “Eddie’s” age (9 ½), his physical ailments, and a recommendation from the veterinarian it was determined that “Eddie” would no longer be an asset to the Department and is thus considered to be unsuitable for use as a patrol K-9.

Traditionally, as with other police and sheriff’s departments, when a police service dog is set to be retired from duty, the handler is given the first option to purchase the police service dog. Generally, the police service dog is sold to the handler for \$1.00

It is our opinion, that given these variables, it is our recommendation that the City release all liability regarding Police Service Dog “Eddie” and sell him to Officer Castillo.

### **FISCAL IMPACTS**

There is no fiscal impact to the City; rather the City would profit \$1.00 from the sale of Police Service Dog “Eddie.”

### **ALTERNATIVES**

Provide alternative direction to staff.

### **ATTACHMENTS**

None



# STAFF REPORT

DATE: JUNE 7, 2016  
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
 FROM: BILL SMITH, CITY MANAGER  
 PREPARED BY: TIM McHARGUE, FIRE CHIEF  
 SUBJECT: RENEWAL OF THE LOCAL RESPONSIBILITY AREA WILDLAND PROTECTION REIMBURSEMENT AGREEMENT

## RECOMMENDED ACTION

It is recommended that City Council approve the Local Responsibility Area Wildland Protection Reimbursement Agreement and adopt Resolution No. R-50-16.

## BACKGROUND

On July 1, 2012, the City of Colton entered into an agreement with Cal Fire to provide for the protection of 1,000 acres of wildland within the City of Colton in the Reche Canyon area. Annual amendments are required to reflect any changes in Cal Fire’s cost for providing this service.

The Reche Canyon area of Colton is prone to wildfire. The magnitude of these wildfires in terms of suppression efforts and response far exceeds the capabilities of Colton on-duty fire crews. Local city fire departments routinely rely on mutual aid to assist each other in large scale incidents. By definition, mutual aid is a like-for-like provision of resources without cost to the receiving agency.

The suppression of large-scale wildfires is enhanced by utilizing water and retardant dropping aircraft, hand crews, dozers, and various overhead management positions. Colton Fire Department does not have the capacity to provide firefighting aircraft, hand crews, dozers, and enough overhead management to respond to large wildland fires on a mutual aid basis; therefore, we must provide compensation for these services.

The State of California realizes that fires in Reche Canyon are a mutual threat to State Responsibility Areas (SRA) and formulates available agreements with local agencies on a per acre fee.

## **ISSUES/ANALYSIS**

If the City chooses to not renew the Local Responsibility Area Wildland Protection Reimbursement Agreement, then the actual cost of retardant dropping aircraft, hand crews, dozers, and various overhead management positions utilized to suppress wildland fires in Reche Canyon will be the responsibility of the City. In year's past, the hourly rate for a Neptune P2V retardant dropping airplane was \$5,750 per hour.

## **FISCAL IMPACTS**

The cost for the Local Responsibility Area Wildland Protection Reimbursement Agreement for Fiscal Year 2016-2017 is \$27.54 per acre or \$27,540, compared to last year's cost of \$24.42 per acre or \$24,420. The total cost includes an administrative fee of 12.79%. This amount will be budgeted in the Fire Department's Professional Services Account # 100-6090-6091-2350 in Fiscal Year 2016-17.

## **ALTERNATIVES**

1. Provide alternative direction to staff.

## **ATTACHMENTS**

1. Cost-Per-Acre Letter
2. Resolution No. R-50-16

ATTACHMENT 1

State of California

Natural Resources Agency

**M e m o r a n d u m**

**To:** Region Chiefs  
Assistant Region Chiefs  
Unit Chiefs  
Unit Local Government Contacts

**Date:** February 24, 2016  
**Telephone:** (916) 653-9475  
**Website:** www.fire.ca.gov

  
**From:** Dan Sendek  
Staff Chief  
Cooperative Fire Program  
California Department of Forestry and Fire Protection (CAL FIRE)

**Subject:** HB 8500 Cooperative Fire Protection  
Local Government Program  
LRA Wildland Agreements  
Cost-Per-Acre FY 2016-2017

Attached you will find the new CALFIRE fire protection Cost-Per-Acre information sheet. The new base rate for FY 16-17 will be \$24.42 per acre. The Administrative Rate is 12.79% or \$3.12 per acre, resulting in a Total Protection Rate per acre of \$27.54. This rate should be used to prepare new, or amend existing wildland agreements with local agencies.

Per Handbook 8500 policy, Section 8556 Wildland Agreements, it is required that a map showing the area covered by the agreement, in hardcopy and electronic GIS format, be submitted to the Sacramento Cooperative Fire Section for each new and renewed agreement.

An annual report shall be submitted to the Sacramento Cooperative Fire Section per Handbook Section 8556.5.3.

Should you have questions or concerns, please contact Tom Hostetter at (916) 653-9475 for assistance.

**cc:**  
Phyllis Banducci                      Dave Teter  
Tony Favro                              Tom Lutzenberger  
Tom Hostetter

*"The Department of Forestry and Fire Protection serves and safeguards the people and protects the property and resources of California."*

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**RESOLUTION NO. R- 50-16**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLTON, CALIFORNIA, AUTHORIZING THE RENEWAL OF THE LOCAL RESPONSIBILITY AREA WILDLAND PROTECTION REIMBURSEMENT AGREEMENT**

**WHEREAS:** The Reche Canyon area of Colton is prone to wildfire. The magnitude of these wildfires in terms of suppression efforts and response far exceeds the capabilities of Colton on-duty fire crews; and

**WHEREAS:** The suppression of large-scale wildfires is enhanced by utilizing water and retardant dropping aircraft, hand crews, dozers, and various overhead management positions; and

**WHEREAS:** Colton Fire Department does not have the capacity to provide firefighting aircraft, hand crews, dozers, and enough overhead management to respond to large wildland fires on a mutual aid basis; therefore, we must provide compensation for these services; and

**WHEREAS:** The California Department of Forestry and Fire Protection (CAL FIRE) may, with the approval of the Department of General Services, enter into a cooperative agreement upon such terms and under such conditions it deems wise, for the purpose of preventing and suppressing forest fires or other fires in any lands within any county, city, or district which makes an appropriation for such purpose; and

**WHEREAS:** The purpose of an operating plan is to increase and or enhance the fire ground operations within the CAL FIRE San Bernardino Unit Colton Wildland Contract Area including mutual threat zones. This plan would allow responding agencies to pre-designate the Unified Ordering point, VHF Radio Frequencies, establishment of a Unified Command structure for wildland fires in the contract area; and

**WHEREAS:** The cost for Fiscal Year 2016-2017 is \$27.54 per acre, for a total cost of \$27,540; which includes an administrative fee of 12.79%.

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

The Agreement is hereby approved, adopted and incorporated herein.

**PASSED, APPROVED AND ADOPTED** this 7<sup>th</sup> day of June, 2016.

ATTEST:

RICHARD A. DELAROSA  
Mayor

CAROLINA R. PADILLA  
City Clerk

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## STAFF REPORT

DATE: JUNE 7, 2016  
 TO: HONORABLE MAYOR AND CITY COUNCIL  
 FROM: BILL SMITH, CITY MANAGER  
 PREPARED BY: DAVID X. KOLK, Ph.D., UTILITY DIRECTOR  
 SUBJECT: ANNUAL ANTICIPATED DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION LEVEL (AADPL) FOR FEDERAL FISCAL YEAR 2016/2017

### RECOMMENDED ACTION

It is recommended that the City Council approve the Federal Fiscal Year 2016-2017 Annual Anticipated Disadvantaged Business Enterprise (DBE) Participation Level (AADPL) of 16.8 % and the methodology that are presented herein and authorize the City Manager or his Designee to execute the DBE Annual Submittal Form.

### BACKGROUND

In 1984, City Council first adopted the Disadvantaged Business Enterprise (DBE) Program as required by 49 CFR Part 26. The program defines disadvantaged businesses and percentage goals for federally funded or assisted public works contracts to be awarded each year. The California Department of Transportation (Caltrans) has been entrusted with local agency oversight responsibility for DBE implementation since 1999, and as such, has the responsibility of overseeing Colton's DBE Program. The DBE Program is intended to remedy past and current discrimination against DBEs, ensure a level playing field, and foster equal opportunity in federal-aid contracts.

On June 29, 2012, California Department of Transportation (Caltrans) announced that the U.S. Department of Transportation (US DOT) has informed Caltrans that the Disadvantaged Business Enterprise (DBE) program waiver granted on August 7, 2008, has been rescinded. That waiver allowed race-conscious (RC) contract goals to be limited to only four groups (African Americans, Asian Pacific Americans, Native Americans, and Women) referred to as "UDBEs" (the "Old RC DBE Program"). With rescission of the waiver, contract goals for federally funded projects authorized on and after July 1, 2012, must include all DBE groups (African Americans, Asian Pacific American, Native American, Women, Hispanic American, and Subcontinent Asian American and any other groups whose members are certified as socially and economically disadvantaged). This is referred to as the New RC DBE Program.

## **ISSUES/ANALYSIS**

On May 19, 2009, the City Council approved the Race-Conscious Implementation Agreement with Caltrans. The City is now required to annually submit the AADPL calculation and methodology for Caltrans' approval. The methodology and calculation used to determine the AADPL is outlined in Exhibit 'A' (Local Agency DBE Annual Submittal Form).

Public Works staff identified two (2) federally-funded transportation projects that are expected to be awarded for construction and/or preliminary engineering contracts during the 2016/2017 Federal Fiscal Year (October 1, 2016 to September 30, 2017). These projects are as follows:

1. Mt. Vernon Avenue Corridor Traffic Signal Improvement Project (\$700,000) – Traffic signal upgrade at the intersections of Olive Street, Colton Avenue, Valley Blvd., Cooley Drive, Santo Antonio Drive and Centerpointe Drive
2. Barton Road Bridge Replacement Project (\$460,000) – prepare plans, specifications, environmental and right of way documents.

To calculate the New RC DBE, the total number of DBEs within each project's market area from the Caltrans DBE database is compared to the total number of businesses (DBE and non-DBE) performing the same services based on information from the US Census Bureau database. The market areas vary by project and were selected by determining the location of the bidders for similar projects within the past several years. Using the projects' race-conscious percentage, a weighted average was calculated to determine the City of Colton's AADPL for Federal Fiscal Year 2016/2017. The results of the calculations are as follows:

$$\text{AADPL} = \text{New Race-Conscious DBEs} = 16.8\%$$

After the City Council approval, the Fiscal Year 2016-2017 AADPL and methodology will be submitted to Caltrans. The City will use every opportunity to implement good faith effort to meet the New RC DBE goal of 16.8% for all projects with federal funding.

## **FISCAL IMPACTS**

There is no fiscal impact associated with this recommendation, however, if the DBE goal is not approved, the City may become ineligible for federal grants obtained to date and any future federal grant funding application. An approved DBE goal is also necessary for project authorization and reimbursement of any projects with federal funding.

## **ALTERNATIVES**

1. Provide alternative direction to staff.

## **ATTACHMENTS**

1. Resolution No. R-51-16
2. Exhibit A – DBE Annual Submittal Form

## **Exhibit A**

DBE Annual Submittal Form

**EXHIBIT 9-B LOCAL AGENCY DBE ANNUAL SUBMITTAL FORM**

TO: CALTRANS DISTRICT 8  
District Local Assistance Engineer

The information for Exhibit 9-B presented herein, in accordance with Title 49 of the Code of Federal Regulations (CFR), Part 26, and the State of California Department of Transportation (Caltrans) Disadvantaged Business Enterprise (DBE) Program Plan.

The City of Colton submits our Annual 9-B information for the Federal Fiscal Year 2016/2017, beginning on October 1, 2016 and ending on September 30, 2017.

Disadvantaged Business Enterprise Liaison Officer (DBELO)

Victor Ortiz, P.E.  
Public Works Department  
160 South 10<sup>th</sup> Street  
Colton CA 92324  
Tel. (909) 370-5065  
Fax (909) 370-5072  
Email [vortiz@ci.colton.ca.us](mailto:vortiz@ci.colton.ca.us)

Planned Race-neutral Measures

The City of Colton is planning to advertise all the projects with local and regional newspaper, and trade journals indicating the DBE requirement of the projects. The City also plans to hold mandatory pre-bid meetings when necessary to ensure compliance with all DBE requirements of the projects.

The City of Colton utilized the 2014 Census Bureau Data, CUCP DBE Directory, and all Federal Funded Projects expected to be completed for FY 2016-2017 to establish the AADPL for Federal Fiscal Year 2016-2017. We have established an AADPL of 16.8% for New Race-Conscious (RC) DBE (Please see attachment identifying the methodology used to determine the AADPL and calculations to determine the DBE Goal).

Prompt Pay

Federal regulation 49 CFR 26.29 requires one of three methods be used in federal-aid contracts to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor. (Attached is a listing of the three methods. On the attachment, please designate which prompt payment provision the local agency will use.)

The City's monitoring and enforcement mechanism is in- place to ensure that all subcontractors, including DBEs, are promptly paid include the following:

- Establish a contract clause that requires prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment from the agency.
- Establish a contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes.
- Establish a contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

Prompt Pay Enforcement Mechanism

49 CFR 26.29(d) requires providing appropriate means to enforce prompt payment. These means may include appropriate penalties for failure to comply with the terms and conditions of the contract. The means may also provide that any delay or postponement of payment among the parties may take place only for good cause with the local agency’s prior written approval. **Please briefly describe the monitoring and enforcement mechanisms in place to ensure that all subcontractors, including DBEs, are promptly paid.**

The City's monitoring and enforcement mechanisms in- place to ensure that all subcontractors, including DBEs, are promptly paid include the following:

- Establish a contract clause that requires prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment from the agency.
- Establish a contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes.
- Establish a contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Bill Smith, City Manager  
CITY OF COLTON  
(Authorized Governing Body Representative)

\_\_\_\_\_  
(909) 370-5051  
(Phone Number)

\_\_\_\_\_  
(Signature of Caltrans District Local Assistance Engineer)

\_\_\_\_\_  
(Date)

**Distribution:** (1) Original – DLAE  
(2) Signed copy by the DLAE – Local Agency

## (Attachment)

**Prompt Payment of Withheld Funds to  
Subcontractors**

Federal regulation (49 CFR 26.29) requires one of the following three methods be used in federal-aid contracts to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor.

Please check the box of the method chosen by the local agency to ensure prompt and full payment of any retainage.

- Method 1:** No retainage will be held by the agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.
- Method 2:** No retainage will be held by the agency from progress payments due to the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor in 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.
- Method 3:** The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

## Methodology

The process for establishing the Annual Anticipated DBE Participation Level (AADPL) was derived from data gathered from the U.S. Census Bureau - 2014 County Business Patterns (NAICS) and California Department of Transportation (Caltrans) Civil Rights Program. The data was gathered based upon four counties in which City of Colton lies and neighbors. These four counties include Los Angeles, Orange, Riverside, and San Bernardino, in the State of California. The U.S. Census Bureau's Economic Census and the County Business Patterns contain all business and minority business data which are to be compiled as of the latest published version. For the purpose of calculating the City's overall DBE goal, we used these neighboring counties as the market area. Those jurisdictions and municipalities most closely reflect the same jurisdictions where businesses are located that typically participate in the bid process for DBE projects awarded by the City of Colton. Also, in researching the most reliable sources of data available to complete our calculations, it was discovered that the best data could be obtained for the jurisdictions and municipalities contained in these areas.

In order to establish the City of Colton's base figure reflecting the relative availability of DBEs in relation to all comparable firms available to participate in the City's DOT assisted and other federally funded contracts. The City elected to use the Directory of Certified Firms with Census Bureau Data methodology. The strategy used to determine DBE availability involved a multi-step process. First, we identified the major work types (North American Industrial Classification System - NAICS) for the contracts anticipated for award in the upcoming fiscal year. Second, using the United States Census Bureau's 2014 County' Business Patterns data, we identified the businesses located in the counties noted for which data was available and recorded the number of businesses found for each work type. This particular database was used because it contained the most recent information available for counting the number of businesses located in the jurisdiction for each work type. Then, using Caltrans' database of DBE firms, we queried DBE firms for the appropriate NAICS codes and license type. Using that list, we identified the DBE firms ready, willing and able to perform services in our market area. Projected DOT and Federally assisted contracts by work type and NAICS Code For FY 2016-2017, we took the dollar value of work related to each work type (from the chart of federal DBE projects anticipated for award for the fiscal year) and calculated the percentage of federal funds applicable to each work type. Then, using Caltrans' Directory of Certified firms, we determined the availability of DBE firms for each work type by dividing the number of DBEs in the directory by the number of firms found in the census bureau data for each work type. Using the same Caltrans directory, Disadvantage Business Enterprise (DBE) Male firms (African Americans, Asian Pacific American, Native American, Women, Hispanic American, and Subcontinent Asian American and any other groups whose members are certified as socially and economically disadvantaged) and Female firm were further set aside to calculate for the Race Neutral DBE. AADPL calculations for New Race Neutral DBEs are shown on the succeeding page.

**FY 2016-2017 Annual DBE Submittal**  
**Establishment Located in Market Area**  
 From 2014 County Business Patterns (NAICS)

| Counties                   | 237310<br>Highway | 238210<br>Electrical | 541330<br>Engineering | 541370<br>Surveying | 541620<br>Environmental | 541380<br>Testing |
|----------------------------|-------------------|----------------------|-----------------------|---------------------|-------------------------|-------------------|
| Los Angeles                | 84                | 1726                 | 1511                  | 53                  | 231                     | 182               |
| Orange                     | 67                | 795                  | 1099                  | 45                  | 169                     | 125               |
| Riverside                  | 46                | 467                  | 260                   | 35                  | 46                      | 36                |
| San Bernardino             | 54                | 360                  | 206                   | 31                  | 39                      | 28                |
| <b>Total Establishment</b> | <b>251</b>        | <b>3348</b>          | <b>3076</b>           | <b>164</b>          | <b>485</b>              | <b>371</b>        |

**DBE in Market Area (MA)**

| Trade/Work           | DBE Female    |               | DBE Male      |               | All DBE Firms |               |
|----------------------|---------------|---------------|---------------|---------------|---------------|---------------|
|                      | Working in MA | Located in MA | Working in MA | Located in MA | Working in MA | Located in MA |
| 237310 - Highway     | 58            | 35            | 139           | 79            | 197           | 114           |
| 238210 - Electrical  | 22            | 13            | 101           | 75            | 123           | 88            |
| 541330-Engineering   | 104           | 56            | 256           | 127           | 360           | 183           |
| 541370-Surveying     | 23            | 10            | 48            | 18            | 71            | 28            |
| 541620-Environmental | 184           | 84            | 118           | 58            | 302           | 142           |
| 541380-Testing       | 27            | 17            | 43            | 24            | 70            | 41            |
| <b>Total</b>         | <b>418</b>    | <b>215</b>    | <b>705</b>    | <b>381</b>    | <b>1123</b>   | <b>596</b>    |

## AADPL CALCULATIONS

### FY 2016/2017

|                                                                 | NAICS CODES               |                       |                        |                      |                             |                          |
|-----------------------------------------------------------------|---------------------------|-----------------------|------------------------|----------------------|-----------------------------|--------------------------|
|                                                                 | #237310<br>Highway/Bridge | #238210<br>Electrical | #541330<br>Engineering | #541370<br>Surveying | #541380<br>Material Testing | #541620<br>Environmental |
| (A) Total Establishment Located in Market Area (from CBP table) | 251                       | 3348                  | 3076                   | 164                  | 371                         | 485                      |
| All Female DBE Firms <u>Working</u> in Market Area (from CUCP   | 58                        | 22                    | 104                    | 23                   | 27                          | 184                      |
| Female DBE <u>Located</u> in Market Area                        | 35                        | 13                    | 56                     | 10                   | 17                          | 84                       |
| All Male DBE Firms <u>Working</u> in Market Area (from CUCP     | 139                       | 101                   | 256                    | 48                   | 43                          | 118                      |
| Male DBE <u>Located</u> in Market Area                          | 79                        | 75                    | 127                    | 18                   | 24                          | 58                       |
| Total DBE Firms <u>Working</u> in Market Area (from CUCP        | 197                       | 123                   | 360                    | 71                   | 70                          | 302                      |
| (C) Total DBE Firms <u>Located</u> in Market Area (from CUCP    | <b>114</b>                | <b>88</b>             | <b>183</b>             | <b>28</b>            | <b>41</b>                   | <b>142</b>               |
| (D) Weight                                                      | 0.237                     | 0.341                 | 0.276                  | 0.047                | 0.013                       | 0.086                    |

$$\begin{aligned}
 \text{AADPL} = \text{New RC DBE} &= \left( \left( \frac{C}{A} \times D \right) + \left( \frac{C}{A} \times D \right) \right) \times 100\% \\
 &= \left( \left( \frac{114}{251} \times 0.237 \right) + \left( \frac{88}{3348} \times 0.341 \right) + \left( \frac{183}{3076} \times 0.276 \right) + \left( \frac{28}{164} \times 0.047 \right) + \left( \frac{41}{371} \times 0.013 \right) + \left( \frac{142}{485} \times 0.086 \right) \right) \times 100\% \\
 &= \left( \left( 0.1076 \right) + \left( 0.0090 \right) + \left( 0.0164 \right) + \left( 0.0081 \right) + \left( 0.0014 \right) + \left( 0.0252 \right) \right) \times 100\% \\
 &= \mathbf{16.8\%}
 \end{aligned}$$

**List of DOT Assisted/Federal Funded Project for FY 16/17**

| Projects                                                | NAICS Code                  |                      |                       |                      |                          | #541380<br>Testing | Total           |
|---------------------------------------------------------|-----------------------------|----------------------|-----------------------|----------------------|--------------------------|--------------------|-----------------|
|                                                         | 237310<br>Highway & Bridges | 238210<br>Electrical | 541330<br>Engineering | #541370<br>Surveying | #541620<br>Environmental |                    |                 |
| 1 Mt. Vernon Avenue Corridor Traffic Signal Improvement | \$ 274,700.00               | \$ 395,300.00        |                       | \$ 15,000.00         |                          | \$ 15,000.00       | 700,000.00      |
| 2 Barton Road Bridge Replacement Project                |                             |                      | \$ 320,000.00         | \$ 40,000.00         | \$ 100,000.00            |                    | 460,000.00      |
|                                                         |                             |                      |                       |                      |                          |                    | -               |
|                                                         |                             |                      |                       |                      |                          |                    | -               |
|                                                         |                             |                      |                       |                      |                          |                    | -               |
|                                                         |                             |                      |                       |                      |                          |                    | -               |
| <b>Total</b>                                            | \$ 274,700.00               | \$ 395,300.00        | \$ 320,000.00         | \$ 55,000.00         | \$ 100,000.00            | \$ 15,000.00       | \$ 1,160,000.00 |
| <b>Weighted %</b>                                       | <b>0.237</b>                | <b>0.341</b>         | <b>0.276</b>          | <b>0.047</b>         | <b>0.086</b>             | <b>0.013</b>       | <b>1.000</b>    |

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**RESOLUTION NO. R-51-16**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLTON APPROVING THE ANNUAL ANTICIPATED DBE PARTICIPATION LEVEL (AADPL) FOR FEDERAL FISCAL YEAR 2016/2017 AND AUTHORIZING THE CITY MANAGER OR HIS/HER DESIGNEE TO SIGN THE DBE ANNUAL SUBMITTAL FORM ON BEHALF OF THE CITY OF COLTON.**

**WHEREAS**, the City of Colton intends to apply for Federal-Aid projects related to transportation, streets, and roads; and

**WHEREAS**, to be eligible for such Federal-Aid projects, the Federal Highway Administration and the California Department of Transportation requires agencies to implement Caltrans' New Race-Conscious Disadvantaged Business Enterprises (DBE) Program; and

**WHEREAS**, Exhibit "A" is a Disadvantaged Business Enterprise (DBE) Annual Submittal Form provided by Caltrans that meets their requirements and the City Council wishes to meet the requirements of the Federal and State authorities and promotes the inclusion of Disadvantaged Business Enterprises in said projects; and

**WHEREAS**, the City Council approved as attached in Exhibit "A" the Disadvantaged Business Enterprise (DBE) Annual Submittal Form with Caltrans for Federal Fiscal Year 2016/2017.

**NOW, THEREFORE, IT IS HEREBY RESOLVED** that the City Council authorizes the City Manager or his designee to sign the Disadvantaged Business Enterprise (DBE) Annual Submittal Form for Federal Fiscal Year 2016/2017 on behalf of the City of Colton.

**PASSED, APPROVED AND ADOPTED** this 7th day of June 2016.

\_\_\_\_\_  
RICHARD DELAROSA  
Mayor

ATTEST:

\_\_\_\_\_  
CAROLINA PADILLA  
City Clerk



## STAFF REPORT

DATE: JUNE 7, 2016  
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
 FROM: BILL SMITH, CITY MANAGER *B*  
 PREPARED BY: DAVID X. KOLK, Ph.D., UTILITY DIRECTOR *DxK*  
 SUBJECT: AMENDED AND RESTATED JOINT POWERS AGREEMENT FOR OMNITRANS

### RECOMMENDED ACTION

It is recommended that the City Council approve the amended and restated Joint Powers Agreement between the County of San Bernardino and the Cities of Chino, Chino Hills, Colton, Fontana, Grand Terrace, Highland, Loma Linda, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Upland, and Yucaipa for County Wide Transportation Authority (“Omnitrans”).

### BACKGROUND

In May 2015, the Omnitrans Board of Directors authorized Omnitrans to begin the process of amending the Joint Powers Agreement (JPA) with the ultimate goal of presenting a proposed new Joint Powers Agreement to the Board of Directors. Omnitrans met with the Board Executive Committee in June and August 2015 to review the existing JPA. In early October 2015, the proposed changes were submitted to the member agencies for review and comment. In December 2015, the Administrative and Finance Committee recommended additional language be incorporated to the agreement prior to submittal to the Board of Directors for adoption.

### ISSUES/ANALYSIS

The original JPA agreement was executed on March 8, 1976 and has not been amended since. The changes to the agreement include updated language and minor clarifications. The most significant changes relate to mitigation of risk to member agencies, as well as several other changes relating to Voting (Section 3), Powers (Section 4), Powers of the Director of Finance (Section 9) and Budget and Accounting (Section 10). Once executed in its entirety, the agreement will become the governing document, and will be filed with the Secretary of State.

### FISCAL IMPACTS

There is no fiscal impact related to this action.

**ALTERNATIVES**

1. Provide alternative direction to staff.

**ATTACHMENTS**

1. Exhibit A – Amended and Restated Joint Powers Agreement

## **Exhibit A**

### **Omnitrans Agreement**

**AMENDED AND RESTATED JOINT POWERS AGREEMENT BETWEEN THE COUNTY OF SAN BERNARDINO AND THE CITIES OF CHINO, CHINO HILLS, COLTON, FONTANA, GRAND TERRACE, HIGHLAND, LOMA LINDA, MONTCLAIR, ONTARIO, RANCHO CUCAMONGA, REDLANDS, RIALTO, SAN BERNARDINO, UPLAND, AND YUCAIPA CREATING A COUNTY WIDE TRANSPORTATION AUTHORITY TO BE KNOWN AS “OMNITRANS”.**

**THIS AGREEMENT**, originally dated for convenience on the 8<sup>th</sup> day of March, 1976, is hereby amended and restated on \_\_\_\_\_, 2016, is entered into by and between the COUNTY OF SAN BERNARDINO and the Cities of CHINO, CHINO HILLS, COLTON, FONTANA, GRAND TERRACE, HIGHLAND, LOMA LINDA, MONTCLAIR, ONTARIO, RANCHO CUCAMONGA, REDLANDS, RIALTO, SAN BERNARDINO, UPLAND and YUCAIPA, all of which are bodies politic in the STATE OF CALIFORNIA;

**WITNESSETH:**

**WHEREAS**, the County of San Bernardino (hereinafter sometimes referred to as “County”) and the Cities of Chino, Chino Hills, Colton, Fontana, Grand Terrace, Highland, Loma Linda, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Upland, and Yucaipa (hereinafter sometimes referred to as “Cities”) have a mutual interest in deciding upon and implementing a public transit system to serve all the parties, and

**WHEREAS**, previously certain transit service authorities served sub-areas of the County, utilizing either the County of San Bernardino or San Bernardino Transit System as transit operators; and

**WHEREAS**, the parties now wish to continue to better coordinate transit efforts by amending and restating the agreement used in creating a single umbrella agency which will provide transit services as requested by the transit service authorities, and will serve the transit needs of the San Bernardino Valley and other areas as required.

**NOW, THEREFORE**, the County and Cities above mentioned, for and in consideration of the mutual promises and agreements herein contained, do agree as follows:

**SECTION 1. PURPOSE.**

Each party to this Agreement has the power to own, maintain, and operate a public transportation system. Under authority of Title I, Division 7, Chapter 5, as amended, of the Government Code of the State of California, the parties desire by joint exercise of their common power, to create and constitute a public transportation entity separate and distinct from each of the parties to be known as “Omnitrans”, which will own, maintain, operate and administer a public transportation system. This transportation system will serve as a unifying umbrella agency to coordinate service desires of the various transit service authorities throughout the San Bernardino Valley, and to provide such service either directly or through subcontract with other operators. The transportation system initially absorbed the public transportation operations of the San Bernardino Transit System, and the County of San Bernardino Transportation Department’s Public Transit Division. Omnitrans will provide a standardized system of fares, a universal system of transfers, and expanded transit services and facilities for the benefit of the citizens of the parties.

**SECTION 2. CREATION OF AUTHORITY.**

Omnitrans was created pursuant to Section 6506 of the California Government Code and said Authority is a public entity separate and apart from the Cities and County which are parties to this Agreement.

**SECTION 3. GOVERNING BOARD.**

A. Membership.

The Authority (Omnitrans) shall be administered by a Board of Directors. The membership of the Board of Directors shall consist of an officially designated Mayor or Council Member from each member City and four seats to be officially designated members from the Board of Supervisors who currently hold the office of Supervisor of the County of San Bernardino. Each City representative may have one alternate who shall be a Mayor or City Council Member officially designated by the City Council. The County representatives may have one alternate who shall be a County Supervisor. The alternates shall serve in an official capacity and be entitled to vote only in the absence of the official representatives.

B. Voting.

Each member of the Board of Directors shall have one vote. A quorum shall consist of a majority of the membership of the Board of Directors, except that all County representatives on the Board of Directors shall be counted as one for the purpose of establishing a quorum. Less than a quorum may adjourn from time to time. All actions taken by the Board shall require a majority vote of the members present, with a quorum in attendance, provided, however, that adoption of By-laws, Amendment of By-laws, adoption of an annual budget and such other matters as the Board may designate shall require a majority vote of the entire membership of the Board. An abstention shall be considered neither an affirmative nor a negative vote, but the presence of the member abstaining shall be counted in determining whether or not there is a quorum in attendance.

Votes to issue bonded debt shall require a majority vote of the total membership.

C. Meetings.

(1) Regular Meetings.

The Board of Directors shall provide for its regular meetings; provided, however, it shall hold at least one (1) regular meeting during each quarter of each fiscal year. The dates, hour, and place of the holding of the regular meetings shall be fixed by the Board by resolution.

(2) Ralph M. Brown Act.

All meetings of the Governing Board, including, without limitation, regular, adjourned regular, and special meetings, shall be called, noticed, held, and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the Government Code).

(3) Minutes.

The Secretary of the Board shall cause to be kept minutes of regular, adjourned regular, and special meetings of the Governing Board, and shall cause a copy of the minutes to be forwarded to each member of the Board and to each of the parties hereto.

D. Officers.

The Board shall select a Chairman, a Vice Chairman, and other necessary officials. The Secretary shall be the Chief Executive Officer of Omnitrans. The Treasurer of the Authority shall be the Chief Executive Officer of Omnitrans who shall be the depository and have custody of all money of the Authority from whatever sources. Omnitrans' Director of Finance shall be the Controller of the Authority and shall draw all warrants to pay demands against the Authority. The Attorney for the Authority shall be designated by the Board. The public officers or persons who have charge of, handle or have access to any property of the Authority shall file an official bond in accordance with Section 6505.1 of the California Government Code. The Authority shall have the authority to appoint or employ such other officers, employees, consultants, advisors, and independent contractors as it may deem necessary.

E. Functions.

The Board of Directors shall perform the following functions:

- (1) Adopt the budget;
- (2) Appoint a Chief Executive Officer;
- (3) Appoint a technical committee;
- (4) Establish policy, including but not limited to:
  - (a) Uniform fares;
  - (b) Procurement Policies;
  - (c) Personnel Policies
- (5) Adopt rules and regulations for the conduct of business; and
- (6) Perform such other functions as are required to accomplish the purposes of this Agreement.

**SECTION 4. POWERS.**

Omnitrans shall have the common power of the parties to own, operate and maintain a public transit system; and, in the exercise of the power under this Agreement, Omnitrans is authorized in its own name to:

- (1) Sue and be sued;
- (2) Employ agents and employees and contract for professional services;
- (3) Make and enter contracts;

- (4) Acquire, convey, construct, manage, maintain and operate buildings and improvements;
- (5) Acquire and convey real and personal property;
- (6) Incur debts, obligations and liabilities, provided, however, the debts, obligations and liabilities incurred by Omnitrans shall not be, nor shall they be deemed to be, debts, obligations, or liabilities of any party;
- (7) Levy a fee, assessment or tax;
- (8) Power of eminent domain
- (9) Invest funds not required for immediate use as the Board determines advisable -  
- in the same manner and upon the same conditions as other local entities in accordance with Section 53601 of the Government Code; and
- (10) Do all other acts reasonable and necessary to carry out the purpose of this Agreement;
- (11) Obtain insurance;
- (12) Apply for grants under federal, state and local programs.

Such powers are subject to the statutory restrictions upon the manner of exercising the powers of the County of San Bernardino.

**SECTION 5. FISCAL YEAR.**

For the purposes of this Agreement, the term “Fiscal Year” shall mean the twelve (12) month period from July 1 to and including the following June 30.

**SECTION 6. FINANCIAL SUPPORT.**

At the time of preparing Omnitrans annual proposed operating budget and proposed capital expenditure budget, the Board shall consider the amount of financial support to be allocated by the San Bernardino Associated Governments (SANBAG) on behalf of members’ jurisdictions. SANBAG as the Transportation Planning Agency for San Bernardino County, and acting as the County Transportation Commission, is responsible for allocating Transportation Development Act (TDA) funding sources for transit and non-transit related purposes that comply with regional transportations plans.

The TDA provides two funding sources:

1. Local Transportation Fund (LTF), which is derived from a ¼ cent of the general sales tax collected statewide.
2. State Transit Assistance fund (STA), which is derived from the statewide sales tax on gasoline and diesel fuel.

**SECTION 7. CHIEF EXECUTIVE OFFICER.**

The Chief Executive Officer of Omnitrans shall serve at the pleasure of and upon the terms prescribed by the Board of Directors.

The Chief Executive Officer shall be responsible for carrying out the policy and directives of the Board of Directors. The duties of the Chief Executive Officer shall include:

1. The preparation and submission to the Board of Directors of the annual operating and capital improvement budgets;
2. The appointment, assignment, direction, supervision, and subject to the personnel rules adopted by the Board of Directors, the discipline or removal of Omnitrans employees;
3. Advising the Board of Directors concerning all matters relating to the operation of Omnitrans and the various programs of work, promotion and expansion;
4. Providing periodic financial reports covering Omnitrans and its operations in the manner and at the times determined by the Board of Directors; and
5. Approving for payment, under the procedure adopted by the Board of Directors, all valid demands against Omnitrans.

**SECTION 8. TREASURER.**

The Treasurer of the Authority shall receive, have custody of, and disburse Authority funds pursuant to the accounting procedures developed by the Authority Board in conformance with Government Accounting Standards, and shall make disbursements required by this Agreement to carry out any of the provisions or purposes of this Agreement.

**SECTION 9. CONTROLLER.**

The Director of Finance, as Controller, shall issue checks to pay demands against Omnitrans, which have been approved by the Chief Executive Officer. He shall be responsible on his official bond for his approval for the disbursement of Omnitrans money.

The Controller shall keep and maintain records and books of accounts on the basis of the uniform classification of accounts adopted by the State Controller. The books of accounts shall include records of assets and liabilities.

There shall be strict accountability of all funds by the Controller. All revenues and expenditures shall be reported by the Controller to the Board of Directors on a quarterly basis, unless otherwise required by the Board of Directors.

Books and records of the Authority shall be open to inspection at all times during normal business hours by any representative of a member of the Board of Directors, or by any accountant or other person authorized by a member of the Board of Directors to inspect said books or records.

**SECTION 10. BUDGET AND ACCOUNTING.**

The Chief Executive Officer shall prepare and submit to the Board of Directors in sufficient time for revision and adoption prior to July 1 of each year, the annual budget of the Authority for the next succeeding Fiscal Year.

All expenditures of the Authority shall be within the approved annual budget and in accordance with the bylaws of the Authority and all applicable rules, policies, and procedures adopted by the Board of Directors. No expenditures in excess of those budgeted shall be made without the approval of the Board of Directors.

The books of account and other financial records of the Authority shall be audited annually, or biennially if so authorized by the Board of Directors, by an independent certified public accountant and any cost of the audit shall be paid by the Authority. The minimum requirements shall be those prescribed by the State Controller under California Government Code Section 26909 and in conformance with generally accepted auditing standards. The annual audit, or biennial as the case may be, shall be submitted to the Board of Directors when completed.

**SECTION 11. PARTIES' LIABILITY.**

Each party to this Agreement, whether individually or collectively, does not assume, nor shall a party be deemed to assume, liability for:

- (1) Any act of Omnitrans or for any act of Omnitrans agents or employees;
- (2) The payment of wages, benefits, or other compensation of officers, agents or employees of Omnitrans; or
- (3) The payment of workmen's compensation or indemnity to agents or employees of Omnitrans for injury or illness arising out of performance of this Agreement.

Indemnity by Authority: Provided that a party has acted in good faith and in accordance with this Agreement, the Authority shall defend, indemnify and hold such party free and harmless from any loss, liability or damage incurred or suffered by such party by reason of litigation arising from or as a result of any of the following: the party's participation in the Authority, or any other act performed or to be performed by the party pursuant to this Agreement, provided, however, that such indemnification or agreement to hold harmless pursuant to this Section shall be recoverable only out of Authority assets (including insurance proceeds) and not from other parties to this Agreement.

Risk Management and Insurance: The Authority shall employ the principles of sound risk management in its operations. Risks shall be identified, evaluated, and treated in a manner that protects the Authority and each party to this Agreement. The Authority shall acquire and maintain throughout the term of this Agreement insurance in the amounts and types necessary and sufficient to protect the interest of the Authority and each party to this Agreement. Unless otherwise agreed upon by the Board of Directors, each party hereto shall be named as an additional insured on the Authority's liability coverage.

**SECTION 12. ASSIGNABILITY.**

With the unanimous approval of, and upon the terms agreed upon by the parties hereto, all or any of the rights and property subject to this Agreement may be assigned to facilitate, under the direction of another, the purpose of this Agreement, provided, however, no right or property of Omnitrans shall be assigned without compliance with all conditions imposed by any State or Federal entity from whom Omnitrans has procured financial assistance.

**SECTION 13. ADDITIONAL PARTIES.**

Any general purpose local public jurisdiction may join Omnitrans. Any such jurisdiction so joining shall become a member subject to:

- (1) Approval of the Board of Directors;
- (2) Execution of this Joint Powers Agreement.

Any such agency meeting the above conditions shall be entitled to appropriate representation on the Board of Directors as provided in Section 3.

**SECTION 14. TERM.**

This original Agreement become effective on March 3, 1976, and this Amended and Restated Agreement shall become effective on \_\_\_\_\_, and shall continue in force until terminated by mutual agreement of the parties.

**SECTION 15. WITHDRAWAL OF PARTY.**

Any party may withdraw from this Agreement as of the first day of July of any year following six (6) months' notice to the other parties by resolution of intent to withdraw adopted by the legislative body of the party. A withdrawing party shall be compensated for its total capital asset value contributed less appreciation, by return of capital assets and/or cash payment, over a period not to exceed five (5) years, the method to be determined by the Board of Directors.

**SECTION 16. DISSOLUTION PROCEDURES.**

A. General Provision.

If this Agreement is terminated, assigned, or transferred in whole or in part, except as provided in subsection B., all assets owned by Omnitrans shall be distributed to the parties. Distribution to each party shall be made in the same proportion as that reflected in the parties' accumulated capital contribution accounts as shown in the Controller's books of accounts. Cash may be distributed in lieu of property or equipment.

If the parties cannot agree as to the valuation of property or to the manner of its distribution, the distribution or valuation shall be made by a panel of three (3) referees. One (1) referee shall be appointed by the objecting entity(ies) and one (1) referee shall

be selected and appointed by the Board of Directors, and those referees shall appoint a neutral referee.

This Agreement shall not terminate until all property has been distributed in accordance with this provision; and the winding up and property distribution hereunder shall be effected in the manner calculated to cause the least disruption to existing public transportation service.

- B. In the event that Omnitrans opts to dissolve for purposes of changing its governance structure, all assets and liabilities will transfer to the successor agency.

**SECTION 17. PARTIAL INVALIDITY.**

If any one or more of the terms, provisions, promises, covenants, or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void, or voidable for any reason whatsoever by a Court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants, and conditions of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

**SECTION 18. SUCCESSORS.**

This Agreement shall be binding upon and inure to the benefit of the successors of the parties.

**SECTION 19: MULTIPLE COUNTERPARTS.**

This Agreement may be executed in multiple counterparts and a copy may be used as an original.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed, as of the day and year first above written.

Dated: \_\_\_\_\_

COUNTY OF SAN BERNARDINO

ATTEST:

\_\_\_\_\_  
Clerk of the Board Laura Welch

\_\_\_\_\_  
Chairman, Board of Supervisors James Ramos

Dated: \_\_\_\_\_

CITY OF CHINO

ATTEST:

\_\_\_\_\_  
City Clerk Angela Robles

\_\_\_\_\_  
Mayor Dennis R. Yates

Dated: \_\_\_\_\_

CITY OF CHINO HILLS

ATTEST:

\_\_\_\_\_  
City Clerk Cheryl Balz

\_\_\_\_\_  
Mayor Cynthia Moran

Dated: \_\_\_\_\_

CITY OF COLTON

ATTEST:

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

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

Dated: \_\_\_\_\_

CITY OF FONTANA

ATTEST:

\_\_\_\_\_  
City Clerk Tonia Lewis

\_\_\_\_\_  
Mayor Aquanetta Warren

Dated: \_\_\_\_\_

CITY OF GRAND TERRACE

ATTEST:

\_\_\_\_\_  
City Clerk Pat Jacquez-Nares

\_\_\_\_\_  
Mayor Darcy McNaboe

Dated: \_\_\_\_\_

CITY OF HIGHLAND

ATTEST:

\_\_\_\_\_  
City Clerk Betty Hughes

\_\_\_\_\_  
Mayor Larry McCallon

Dated: \_\_\_\_\_

CITY OF LOMA LINDA

ATTEST:

\_\_\_\_\_  
City Clerk Pamela Byrnes-O’Camb

\_\_\_\_\_  
Mayor Rhodes Rigsby

Dated: \_\_\_\_\_

CITY OF MONTCLAIR

ATTEST:

\_\_\_\_\_  
Deputy City Clerk Andrea M. Phillips

\_\_\_\_\_  
Mayor Paul M. Eaton

Dated: \_\_\_\_\_

CITY OF ONTARIO

ATTEST:

\_\_\_\_\_  
City Clerk Mary E. Wirtes

\_\_\_\_\_  
Mayor Paul S. Leon

Dated: \_\_\_\_\_

CITY OF RANCHO CUCAMONGA

ATTEST:

\_\_\_\_\_  
City Clerk Janice C. Reynolds

\_\_\_\_\_  
Mayor L. Dennis Michael

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Dated: \_\_\_\_\_

CITY OF REDLANDS

ATTEST:

\_\_\_\_\_

City Clerk Sam Irwin

Mayor Paul W. Foster

---

Dated: \_\_\_\_\_

CITY OF RIALTO

ATTEST:

\_\_\_\_\_

City Clerk Barbara A. McGee

\_\_\_\_\_

Mayor Deborah Robertson

---

Dated: \_\_\_\_\_

CITY OF SAN BERNARDINO

ATTEST:

\_\_\_\_\_

City Clerk Georgeann Hanna

\_\_\_\_\_

Mayor R. Carey Davis

---

Dated: \_\_\_\_\_

CITY OF UPLAND

ATTEST:

\_\_\_\_\_

Deputy City Clerk Debbi Covington

\_\_\_\_\_

Mayor Ray Musser

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Dated: \_\_\_\_\_

CITY OF YUCAIPA

ATTEST:

\_\_\_\_\_  
City Clerk Jennifer Shankland

\_\_\_\_\_  
Mayor Dennis Hoyt

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## STAFF REPORT

DATE: JUNE 7, 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: APPROVAL OF PROFESSIONAL SERVICES AGREEMENT FOR TRAFFIC CONSULTING SERVICES

### RECOMMENDED ACTION

It is recommended that the City Council:

1. Authorize the execution of a Professional Services Agreement (PSA) with Minagar and Associates, Inc., for Traffic Engineering Services for Fiscal Year 2016-2017, in an amount not-to-exceed \$50,000 per year, with an option to renew for three (3) additional one-year terms.
2. Authorize the City Manager to execute the City's Professional Service Agreement on behalf of the City.
3. Authorize the City Manager to extend the Agreement on an annual basis for three (3) additional one-year terms upon the same terms and conditions at the City's discretion.

### BACKGROUND

The Public Works Engineering Division has a need for Traffic Engineering Services. The services required include the following: intersection analysis, traffic count data, trip generation studies, policy area compliance, traffic modeling, traffic design plan checks and signal warrant analysis. These services are needed to assess traffic safety concerns, project management and project development.

### ISSUES/ANALYSIS

Staff completed a Request for Proposal (RFP) process as required by Colton Municipal Code, Section 3.08.070 (b). The City received proposals from seven (7) consultants. The proposals were analyzed based upon their qualifications and hourly rates provided for equal level personnel. While the position titles provided on the fee schedules vary between the individual firms that responded to the RFP, it is anticipated that the most utilized position skill level is that of the Principal Engineer. The most competitive hourly rates for all positions received were from Minagar and Associates, Inc. (see Exhibit A). Staff recommends awarding a professional services agreement in an amount not-to-exceed \$50,000.00 for a twelve-month term with an option for the

City Manager to renew for three (3) additional one-year terms upon the same terms. Minagar and Associates, Inc. has provided over twenty years of professional traffic engineering services to several municipalities.

Minagar and Associates, Inc. experience includes a diverse range of professional traffic engineering services including municipal traffic engineering, traffic signal design, engineering studies and surveys, traffic counts, traffic modeling and traffic impact analysis studies, and construction management/inspection services. Minagar and Associates, Inc. is the City Traffic Engineering consultant since July 1, 2013. Minagar performed satisfactorily during these terms by performing number of traffic analysis and studies, plan check and preparation of traffic signal plans.

### **FISCAL IMPACTS**

The funding for this agreement is included in the fiscal year 2016/2017 proposed budget (Account #210-6150-6160-2460).

### **ALTERNATIVES**

1. Provide alternative direction to staff.

### **ATTACHMENTS**

1. Exhibit A – Professional Service Agreement

# **Exhibit A**

## **Professional Services Agreement**

**CITY OF COLTON  
PROFESSIONAL SERVICES AGREEMENT**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this 8th day of June, 2016 by and between the City of Colton, a municipal corporation organized under the laws of the State of California with its principal place of business at 650 North La Cadena Drive, Colton, California 92324 (“City”) and Minagar and Associates, Inc., a corporation with its principal place of business at 18662 MacArthur Blvd., Suite 435, Airport Business Center, Irvine, CA 92612 (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

**2. RECITALS.**

**2.1 Consultant.**

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

**2.2 Project.**

City desires to engage Consultant to render such services for the Fiscal Year 2016/2017 Professional Traffic Engineering (“Project”) as set forth in this Agreement.

**3. TERMS.**

**3.1 Scope of Services and Term.**

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

3.1.2 Term. The term of this Agreement shall be from July 1, 2016 to June 30, 2017, unless earlier terminated as provided herein. The Parties may, by mutual consent, renew the terms for three (3) additional one-year terms upon the same terms and conditions. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established

(BB&K: 1-14)

schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

### **3.2 Responsibilities of Consultant.**

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

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

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

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

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

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

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

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

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

3.2.10 Laws and Regulations; Employee/Labor Certifications. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written

notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

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

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

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

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

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

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

3.2.10.7 Water Quality.

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

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

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them

without impacting water quality in violation of the laws, regulations and policies described in this Section. Consultant further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Consultant with a list of training programs that meet the requirements of this paragraph.

### 3.2.11 Insurance.

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

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

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

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

(C) Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled

or materially reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Consultant or the City may withhold amounts sufficient to pay premium from Consultant payments. In the alternative, the City may suspend or terminate this Agreement.

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

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

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of Colton, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and completed operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.4(A).

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

excess of the Consultant's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.4(B).

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

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

3.2.11.5 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers. All policies shall waive any right of subrogation of the insurer against the City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

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

3.2.11.7 Subconsultant Insurance Requirements. Consultant shall not allow any subconsultants to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. If requested by Consultant, the City may approve different scopes or minimum limits of insurance for particular subconsultants. The Consultant and the City shall be named as additional insureds on all subconsultants' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

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

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

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

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

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

### **3.3 Fees and Payments.**

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Fifty Thousand Dollars and No Cents (\$50,000.00)** without written approval of City's City Council. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant.

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

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

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

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

### **3.4 Termination of Agreement.**

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

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

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

### **3.5 Ownership of Materials and Confidentiality.**

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

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

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

abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

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

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

### **3.6 General Provisions.**

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

**Consultant:**

Minagar and Associates, Inc.  
Airport Business Center  
18662 MacArthur Blvd., Suite 435  
Irvine, CA 92612  
Attn: Fred Minagar, P.E., President

**City:**

City of Colton  
650 North La Cadena Drive  
Colton, California 92324  
Attn: Dr. Dave X. Kolk, Utilities Director

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

### 3.6.2 Indemnification.

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

3.6.2.2 Additional Indemnity Obligations. Consultant shall defend, with Counsel of City's choosing and at Consultant's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.6.2.1 that may be brought or instituted against City or its directors, officials, officers, employees, volunteers and agents. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse City for the cost of any settlement paid by City or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Consultant shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

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

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

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

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

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

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

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

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

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

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

3.6.13 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this

Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

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

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

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

3.6.19 Federal Provisions. (Not Used)

**[SIGNATURES ON NEXT PAGE]**

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF COLTON  
AND MINAGAR AND ASSOCIATES, INC.**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the 8<sup>th</sup> day of June, 2016.

**CITY OF COLTON**

By: \_\_\_\_\_  
Richard DeLaRosa  
Mayor

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

**MINAGAR AND ASSOCIATES, INC.  
a Corporation**

By: \_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Name (Print)  
  
\_\_\_\_\_  
Title (Print)

By: \_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Name (Print)  
  
\_\_\_\_\_  
Title (Print)

**EXHIBIT “A”**  
**SCOPE OF SERVICES**

- **Design**
  - Traffic signal design, modification plans, specifications & estimates (PS&E) and plan checking services
  - Design of ITS elements, expansion of the City’s existing signal interconnect system;
  - Cross-jurisdictional communication system interfacing improvements with the neighboring Cities of Rialto, Grand Terrace, San Bernardino and Loma Linda
  
- **General traffic engineering**
  - Preparing engineering studies
  - Traffic safety analysis
  - Intersection analysis
  - Signal warrant analysis
  - Traffic counts, data collection, inventory, and field measurements
  - Policy area compliance
  
- **Traffic signal operations assessment;**
  - Evaluating adequacy of signal timing
  - Timing adjustments recommendation
  - Recommendation for signal upgrades (e.g., controllers, cabinets, detection, etc.)
  
- **Transportation Planning**
  - Trip Generation & Traffic Impact Studies
  - Traffic modeling
  - Development review (transportation/circulation, traffic/access impacts, etc.);
  
- **Administration/miscellaneous services**
  - Bid and Advertisement professional services (assistance with preparation of bid package/schedule, RFA to proceed with construction, Caltrans Local Assistance requirements, Requests for Information from prospective bidders,
  - Meeting Agendas, Minutes, and preparation of RFB/RFP Addenda
  - Presentations
  - Miscellaneous office engineering and/or reports, etc.
  
- **Construction engineering management & inspection of traffic signal projects**
  - Traffic control plan check

**EXHIBIT "B"**  
**SCHEDULE OF SERVICES**

**JULY 1, 2016 TO JUNE 30, 2016**

**EXHIBIT "C"**

**COMPENSATION**

**TOTAL CONTRACT AMOUNT = \$50,000.00 (FIFTY THOSAND DOLLARS AND NO CENTS)**

**UNIT RATES:**

|                                       |                   |
|---------------------------------------|-------------------|
| Project Director/ Principal In Charge | \$114.50 per hour |
| Project Manager                       | \$103.82 per hour |
| Field Manager/ Construction Manager   | \$107.96 per hour |
| Principal Designer                    | \$100.75 per hour |
| Senior Designer                       | \$88.74 per hour  |
| Engineering Assistant                 | \$40.02 per hour  |
| Planning Assistant                    | \$35.98 per hour  |
| Admin Assistant                       | \$31.35 per hour  |



## STAFF REPORT

DATE: JUNE 7, 2016  
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
 FROM: BILL SMITH, CITY MANAGER *BS*  
 PREPARED BY: DAVID KOLK, Ph.D., UTILITIES DIRECTOR *DK*  
 SUBJECT: APPROVE CHANGE ORDER NO. 1 IN THE AMOUNT OF \$26,285.00  
 AND NOTICE OF COMPLETION FOR THE FY 15-16 SEWER LINING  
 PROJECT

### RECOMMENDED ACTION

It is recommended that the City Council:

1. Approve Change Order No. 1 for the FY 15-16 Sewer Lining Project in the amount of \$26,285.00.
2. Authorize the execution and recordation of Notice of Completion for the FY 15-16 Sewer Lining Project.

### BACKGROUND

Wastewater Division is responsible for operating and maintaining roughly 170 miles of gravity collection system pipelines ranging in size from 6 to 30-inches in diameter. As a result of the ongoing sewer line cleaning and maintenance program, City crews have identified segments of sewer mains in northwest areas of the City that are in need of rehabilitation.

### ISSUES/ANALYSIS

On February 2, 2016, the City Council awarded the construction contract to Insituform Technologies, LLC. for the FY 15-16 Sewer Lining Project in the amount of \$148,450. The scope of work consists of cured in-place pipe (CIPP) lining rehabilitation of 16 sewer pipeline segments from manhole to manhole, rehabilitating approximately 4,718 linear feet of pipeline.

The Notice to Proceed for this Project was issued on March 21, 2016 and the project was completed per plans and specification on June 18, 2016. During the course of construction, staff added adjacent sewer mains due to its deteriorating condition. Moreover, by-pass pumping and traffic control was added for the rehabilitation of the sewer mains at Fairview Avenue. This additional extra work resulted in a Change Order No. 1 in the amount of \$26,285.00 (See exhibit A).

**ALTERNATIVES**

1. Provide alternative direction to staff.

**ATTACHMENTS**

1. Exhibit A – Notice of Completion for the FY 15-16 Sewer Lining Project
2. Exhibit B – Change Order No. 1 for the FY 15-16 Sewer Lining Project

**EXHIBIT A**

**NOTICE OF COMPLETION**

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO

Name: City of Colton  
Street Address: 650 N. La Cadena Drive  
City & State: Colton, California  
Zip: 92324

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**Notice of Completion**

**NOTICE IS HEREBY GIVEN THAT:**

- The City of Colton is the owner of the interest or estate stated below in the property hereinafter described.
- The full name of the undersigned is Victor Ortiz, P.E
- The full address of the undersigned is 650 N. La Cadena Drive, Colton, CA 92324
- The nature of the title of the undersigned is City of Colton City Engineer  
(E.G. owner in fee OR vender under contract of purchase OR lessee OR OTHER APPROPRIATE DESIGNATION).
- The full names and full addresses of all persons, if any, who holds title with the undersigned as joint tenants or as tenants in common are:

| Names | Addresses |
|-------|-----------|
| N/A   | N/A       |

- The names of the predecessors in interest of the undersigned, if the property was transferred subsequent to the commencement of the work of improvement herein referred to are (OR IF NO TRANSFER WAS MADE, INSERT THE WORD "none"):

| Names | Addresses |
|-------|-----------|
| N/A   | N/A       |

- A work of improvements on the property hereinafter described was completed on June 18, 2016
- The name of the original contractor, if any, for the work of improvement was Insituform Technologies, LLC

The kind of work done or material furnished was cured in-place pipe (CIPP) lining rehabilitation of 16 sewer pipeline segments from manhole to manhole, rehabilitating approximately 4,718 linear feet of pipeline.

- The property on which the work of improvement was completed is in the City of Colton, County of San Bernardino, State of California, and is described as follows: FY 15-16 Sewer Lining Project in the City of Colton.

- The street address of the said property is Citywide, City of Colton CA 92324.

Dated: \_\_\_\_\_ (Signature)  
Victor Ortiz, P.E., City Engineer

**VERIFICATION**

I, the undersigned say:  
I am the person who signed the foregoing notice. I have read the above notice and know its contents, and the facts stated therein are true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.  
Executed at \_\_\_\_\_, California, this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
(SIGNATURE)

# **EXHIBIT B**

**CHANGE ORDER NO. 1**

DATE: June 7, 2016  
 FROM: VICTOR ORTIZ P.E., CITY ENGINEER  
 CITY OF COLTON  
 TO: INSITUFORM TECHNOLOGIES  
 1400 Orangethorpe Ave  
 Fullerton CA 92831

**PUBLIC WORKS DEPARTMENT- ENGINEERING SECTION**

**CONTRACT CHANGE ORDER NO. 1  
 FY 15-16 SEWER LINING PROJECT**

**INSTRUCTIONS TO THE CONTRACTOR AT THE REQUEST OF THE CITY ENGINEER:**

These modifications are based upon site requirement for the completion of the project.

**I. INCREASED QUANTITY**

| Item No.           | Description of Work                                                      | Quantity | Unit | Unit Cost     | Total Cost         |
|--------------------|--------------------------------------------------------------------------|----------|------|---------------|--------------------|
|                    | 8" x 6.0mm trenchless rehabilitation by CIPP of existing sewer mainlines | 460      | LF   | \$ 25.00 =    | \$11,500.00        |
|                    | Internal reinstatement of Service Laterals                               | 42       | EA   | \$ 110.00 =   | \$4,620.00         |
|                    | Cut protruding tabs                                                      | 7        | EA   | \$ 345.00 =   | \$2,415.00         |
|                    | Traffic Control                                                          | 1        | LS   | \$ 1,750.00 = | \$1,750.00         |
|                    | By-pass pumping                                                          | 1        | LS   | \$ 6,000.00 = | \$6,000.00         |
| <b>SUB-TOTAL =</b> |                                                                          |          |      |               | <b>\$26,285.00</b> |

TOTAL AMOUNT OF CHANGE ORDER #1 = **\$26,285.00**

**II. CONTRACT AMOUNT RECONCILLATION**

|                                                  |      |                   |
|--------------------------------------------------|------|-------------------|
| ORIGINAL AMOUNT OF CONTRACT                      | = \$ | <b>148,450.00</b> |
| CHANGE ORDER NO.1                                | = \$ | <b>26,285.00</b>  |
| TOTAL COST OF CONTRACT AS PER CHANGE ORDER NO. 1 | = \$ | <b>174,735.00</b> |

The amount of the contract will be increased by the sum of **\$174,735.00** and the contract time shall be extended by **14 calendar days**. The undersigned Contractor approves the foregoing Change Order # 1 as to the changes, if any, in the contract price specified for each item including any and all supervision costs and other miscellaneous costs relating to the change in work, and as to the extension of time allowed, if any, for completion of the entire work on account of said Change Order # 1. The Contractor agrees to furnish all labor and materials and perform all other necessary work, inclusive of the directly or indirectly related to the approved time extension, required to complete the Change Order items. This document will become a supplement of the contract and all provisions will apply hereto. It is understood that the Change Order shall be effective when approved by the Owner.

Execution of this Change Order by the Contractor constitutes a binding accord and satisfaction that fully satisfies, waives, and releases the Owner from all claims, demands, costs, and liabilities, in Contract, law or equity, arising out of or related to the subject of the change order, whether known or unknown, including but not limited to direct and indirect costs and/or damages for delay, disruption, acceleration, loss of productivity, and stacking of trades, as well as any and all consequential damages.

|                                                                 |                               |
|-----------------------------------------------------------------|-------------------------------|
| <p>_____<br/> <b>DAVID KOLK, Ph.D, UTILITIES DIRECTOR</b></p>   | <p>_____<br/> <b>DATE</b></p> |
| <p>_____<br/> <b>BILL SMITH, CITY MANAGER</b></p>               | <p>_____<br/> <b>DATE</b></p> |
| <p>_____<br/> <b>DAVID BIBAYAN, INSITUFORM TECHNOLOGIES</b></p> | <p>_____<br/> <b>DATE</b></p> |



## STAFF REPORT

DATE: JUNE 7, 2016  
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
 FROM: BILL SMITH, CITY MANAGER  
 PREPARED BY: DAVID KOLK, Ph.D., UTILITIES DIRECTOR  
 SUBJECT: AWARD OF CONTRACT TO BABCOCK LABORATORIES, INC. TO PROVIDE WASTEWATER LABORATORY SAMPLING AND ANALYSIS SERVICES IN AN AMOUNT NOT-TO-EXCEED \$54,761.00 PER YEAR

### RECOMMENDED ACTION

It is recommended that the City Council:

1. Authorize award of the Wastewater Laboratory Sampling and Analysis Services to the lowest responsive/responsible bidder Babcock Laboratories, Inc., in an amount not-to-exceed \$54,761.00 per year and authorize the City Manager to execute the Agreement.
2. Authorize the City Manager to execute up to four (4) one-year renewal options to the Agreement.

### BACKGROUND

The State Department of Health requires the City to perform laboratory testing on its potable water, and the Regional Water Quality Board requires the City to perform laboratory testing on the effluent being discharged to the RIX Facility. Laboratory testing for Wastewater is required on a daily basis, including weekends.

### ISSUES/ANALYSIS

Diligent effort was made to solicit competitive bid proposals for the Wastewater Regulatory Program Services. The Request for Bids (RFB) was distributed to potential bidders on April 26, 2016 and was due by May 10, 2016.

Bids proposals were received on May 10, 2016 from the following:

| No. | Bidder                          | City            | Total Bid Price |
|-----|---------------------------------|-----------------|-----------------|
| 1   | Test America Laboratories, Inc. | Colton & Irvine | \$60,195.75     |
| 2   | Babcock Laboratories, Inc.      | Riverside       | \$54,761.00     |

Babcock Laboratories, Inc. provided the lowest, most responsive and responsible bid in the annual amount of \$54,761.00. Staff has evaluated and reviewed the proposal and found that the proposal is within the project RFB scope of work and budget.

The proposed agreement term will commence upon execution of the agreement by the City and continue for one (1) year. The proposed agreement contains four (4) one-year renewal options that may be exercised by the City Manager, if in the City's best interest.

### **FISCAL IMPACTS**

The Wastewater Department has sufficient funds in the Professional Services Account #522- 8200-8200-2350 to fund the expenditure.

The total contract amount is \$273,805 but the annual Purchase Order (P.O.) will be in the amount of \$54,761 per year (for five years) starting July 1, 2016. Sufficient funds for this project annually in the amount of \$54,761 are available in the account numbers listed as follows:

### **ALTERNATIVES**

1. Provide alternative direction to staff.

### **ATTACHMENTS**

1. Exhibit A – Professional Service Agreement

# **Exhibit A**

## Professional Services Agreement

**CITY OF COLTON  
PROFESSIONAL SERVICES AGREEMENT**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this 7<sup>th</sup> day June, 2016 by and between the City of Colton, a municipal corporation organized under the laws of the State of California with its principal place of business at 650 North La Cadena Drive, Colton, California 92324 (“City”) and Babcock Laboratories, Inc. with its principal place of business at 6100 Quail Valley Ct, Riverside, CA 92507 (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

**2. RECITALS.**

**2.1 Consultant.**

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

**2.2 Project.**

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

**3. TERMS.**

**3.1 Scope of Services and Term.**

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

3.1.2 Term. The term of this Agreement shall be from **July 1, 2016 through June 30, 2017**, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The term of this agreement may be extended with authorization of the City Manager, upon mutual agreement, for up to four (4) additional one-year periods. If the City chooses to extend the Agreement City will provide written notice to Laboratory thirty (30) days prior to the end of the Agreement term.

### **3.2 Responsibilities of Consultant.**

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

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

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

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

Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: **Nick Marz**.

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

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

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

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

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

provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Consultant shall pay to the City as fixed and liquidated damages the sum of Five Hundred Dollars (\$500) per day for each and every calendar day of delay beyond the Performance Time or beyond any Project Milestones established pursuant to this Agreement.

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

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

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

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized officer of Consultant, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Consultant or its subcontractors, consultants,

sub-subcontractors or subconsultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

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

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

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

3.2.10.7 Water Quality.

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

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

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

### 3.2.11 Insurance.

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

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

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

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal

injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

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

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

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

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

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

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

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

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

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

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

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

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

injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

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

### **3.3 Fees and Payments.**

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Fifty Four Thousand Seven Hundred Sixty One Dollars (\$54,761.00)** without written approval of City's City Council. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and If the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing

rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

### **3.4 Termination of Agreement.**

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

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

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

### **3.5 Ownership of Materials and Confidentiality.**

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

Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

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

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

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

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

### **3.6 General Provisions.**

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

**Consultant:**

Babcock Laboratories, Inc.  
6100 Quail Valley Ct,  
Riverside, CA 92507  
Attn: Nick Marz, Business Development Associate

**City:**

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

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

### 3.6.2 Indemnification.

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

3.6.2.2 Additional Indemnity Obligations. Consultant shall defend, with Counsel of City's choosing and at Consultant's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.6.1 that may be brought or instituted against City or its directors, officials, officers, employees, volunteers and agents.

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

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

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

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

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

3.6.7 Assignment or Transfer; Colton Utility Authority. Consultant shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. To the extent that this Agreement is deemed to be a "material contract" under the CUA Management Agreement, Consultant has no right to terminate this Agreement, either with or without cause, based upon the existence or non-existence of the CUA Management Agreement. Therefore, if the CUA Management Agreement expires or terminates for any reason, Consultant shall remain fully obligated to perform under this Agreement on behalf of the CUA or another third party contracted by the CUA for the maintenance, management and operation of the Water Enterprise and/or Wastewater Enterprise.

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

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

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

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

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

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

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

3.6.15 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this

Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

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

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

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

**[SIGNATURES ON NEXT PAGE]**

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF COLTON  
AND BABCOCK LABORATORIES, INC.**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the 7th day of June 2016.

**CITY OF COLTON**

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

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

*Recommended for Approval:*

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

**BABCOCK LABORATORIES, INC.  
a Corporation**

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

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

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

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

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

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

## EXHIBIT "A"

### SCOPE OF SERVICES

Laboratory shall comply with the following requirements and provide all services listed under this Scope of Services.

#### Requirements:

1. Laboratory represents that it is State-Certified to perform all tests.
2. Laboratory shall maintain and keep on file chain of custody and laboratory analysis records, accessible by the City, at Laboratory's office.
3. Laboratory shall not subcontract to other laboratories for analysis routine water samples. For purpose of this Agreement, "routine" is defined as daily, weekly, and monthly tests.
4. Laboratory must employ all EPA-approved testing methods for all samples submitted for analysis.

#### Scope of Services:

1. Laboratory shall provide all sample collection kits, sample containers, preservatives, ice chests, and sample collection instructions to the City.
2. Routine wastewater samples will be collected and refrigerated by the City's Wastewater Reclamation Facility staff. However, under special circumstances, laboratory may be required to collect the wastewater samples on-site.
3. The type of wastewater sample analysis and approximate number of frequency of required tests are specified in Exhibit C of this Agreement.
4. Laboratory must comply with and utilize EPA-approved or approved biological methods for wastewater and sewage sludge (i.e. Standard Methods). Laboratory must also review, comply with, and adhere to the Practical Quantitation Levels (PQL), Minimum Levels (ML), and Method Detection Limits (MDL) pursuant to the National Pollutant Discharge Elimination System (NPDES) Permit for the City of Colton as specified in Exhibit D of this Agreement.
5. For industrial dischargers and City of Grand Terrace locations, Laboratory shall collect pretreatment/industrial discharge samples on-site based on the frequency indicated in Exhibit A Wastewater Sample Tests of this Agreement.

6. Laboratory must pick-up the wastewater samples within seven (7) hours of sample collection, seven days a week (Monday thru Sunday), including holidays at the City's Wastewater Reclamation Facility located at 1201 S. Rancho Avenue, Colton, CA 92324. The City typically collects the wastewater samples at 7:00 a.m.
  
7. Laboratory shall provide the wastewater testing results to the City within ten (10) calendar days of wastewater sample analysis for all routine tests. All non-routine tests may require longer time frames to complete the analysis. However, such non-routine tests shall be completed by Laboratory as quickly as possible to ensure the City meets regulatory agencies reporting requirements. Such results shall be provided by Laboratory to City both in hard copy and electronically. The hard copy shall be sent by Laboratory to the following address:

City of Colton  
Wastewater Reclamation Facility  
1201 S. Rancho Ave.  
Colton, CA 92324

8. Laboratory must provide flow meters and perform flow monitoring for a twenty-four (24) hour duration quarterly at each City of Grand Terrace location.
  
9. The City shall allow subcontracting of non-routine analysis and testing provided both laboratories are State-certified and are included in the Quality Assurance Quality Control (QAQC) report. Laboratory shall ensure that all subcontracted laboratories also participate in the EPA QAQC study.

## **EXHIBIT “B”**

### **SCHEDULE OF SERVICES**

The term of The term of this Agreement shall be from July 1, 2016 to June 30, 2017, unless earlier terminated as provided herein. The term of this agreement may be extended, upon mutual agreement , for up to four (4) additional one-year periods. If the City chooses to extend the Agreement City will provide written notice to Laboratory thirty (30) day prior the end of the Agreement term. Laboratory shall complete the Service within the term of this Agreement , and shall meet any other established schedules and deadlines.

**EXHIBIT "C"**  
**COMPENSATION**

The total amount for the Services provided in this Agreement shall not exceed **Fifty Four Thousand Seven Hundred Sixty One Dollars (\$54,761.00)** per year without written approval of the City Council.

The amount to be charged by Laboratory to the City each particular test is specified on the following pages.

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## STAFF REPORT

DATE: JUNE 7, 2016  
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
 FROM: BILL SMITH, CITY MANAGER  
 PREPARED BY: DAVID X. KOLK, Ph.D., UTILITY DIRECTOR  
 SUBJECT: PURCHASE OF WASTEWATER BYPASS PUMP

### RECOMMENDED ACTION

It is recommended that the City Council award to Xylem Dewatering Solutions, Inc. for the purchase and delivery of one new 4" wastewater bypass pump and all necessary equipment in an amount not to exceed \$61,750.36.

### BACKGROUND

A bypass pump is a very essential part of wastewater and collection system maintenance. In the event of a power and/or pump failure, a bypass pump is needed to move Sanitary Sewage from the lift station to gravity mains. A bypass pump is also needed for sanitary sewer bypass to prevent and contain sanitary sewer overflows (SSOs). Sanitary sewer overflows occur due to grease build up in sewer main lines, roots intrusion, joint offsets, debris and line collapses. In the event of SSO, a Sewer bypass pump is needed to divert the sanitary sewer flows, in order to make the necessary repairs.

Currently staff rents a bypass pump from Xylem Dewatering Solutions, Inc. in case of sanitary sewer overflows. The average cost of the rental bypass pump can be up to \$12,000.00 per year. The average bypass pump delivery time is 6 to 8 hours, during which time the sanitary sewer overflow has a potential to reach a storm drain or tributary waterways. This may result in substantial fines to be issued by the Regional Water Quality Control Board. These fines can be as much as \$100,000 per event. Having our own bypass pump will significantly reduce the response time and reduce the possibility of costly fines.

### ISSUES/ANALYSIS

In accordance with Colton Municipal Code Section 3.08.080, a request for proposals was sent to various pump companies for the purchase of a bypass pump, a lay flat bypass hose and all necessary couplings. The City and received the following bids on May 2, 2016:

|                                     |             |
|-------------------------------------|-------------|
| 1. Rockwell Engineering             | \$47,853.84 |
| 2. Xylem Dewatering Solutions, Inc. | \$61,750.36 |
| 3. Plumbers Depot                   | no response |
| 4. Thompson Pump                    | no response |
| 5. Global Pump                      | no response |
| 6. Lake Company                     | no response |

Upon review of the proposals received, staff determined the Rockwell Engineering pump does not meet required pump specification. Xylem Dewatering Solution, Inc. meets the required specification. The total cost of the pump, lay flat hose and coupling with freight and taxes is \$61,750.36.

### **FISCAL IMPACTS**

Sufficient funds are available in the Wastewater Operations Equipment Expense Account Number 522-8200-8200-4955.

### **ALTERNATIVES**

1. Provide alternative direction to staff.

### **ATTACHMENTS**

1. Exhibit A – Xylem Dewatering Solution Quote

# **EXHIBIT A**

## Proposal

# NC100 Dri-Prime® Pump

WITH FINAL TIER 4 DIESEL ENGINE

The Godwin Dri-Prime NC100 pump is an extremely powerful yet compact pump with flow capabilities to 1070 USGPM.

The NC100 features the unique patented Flygt N-technology with its innovative self-cleaning impeller and is able to automatically prime to 28' of suction lift from dry.

NC Series pumps are engineered to deliver sustained high efficiency resulting in lower energy and fuel costs while reducing unplanned downtime.

This makes the NC100 a best-in-class portable pump suitable for both sewage and clean water applications.



## Features and Benefits

- Dri-Prime (continuously operated Venturi air ejector priming device) requiring no periodic adjustment. Optional compressor clutch available.
- Incorporates N-technology for non-clog performance, sustained high efficiency and long term energy/fuel savings.
- Hard-Iron™ (EN12513:2000) impeller and insert ring.
- Dry running, high-pressure oil bath mechanical seal with highly abrasion resistant silicon carbide faces.
- Close coupled centrifugal pump mounted to a diesel engine or electric motor for easy pump and/or engine/motor changeover in the field.
- Also available in a critically silenced unit that reduces noise levels to less than 70 dBA at 30'
- Standard engine Yanmar 3TNV88C (FT4) EPA emissions compliant diesel engine. Also available with Yanmar 3TNV88F (FT4).

## Specifications

|                       |                    |
|-----------------------|--------------------|
| Suction connection    | 4" 150# ANSI B16.5 |
| Delivery connection   | 4" 150# ANSI B16.5 |
| Max capacity          | 1070 USGPM †       |
| Max impeller diameter | 10.1"              |
| Max operating temp    | 176°F*             |
| Max working pressure  | 73 psi             |
| Max suction pressure  | 58 psi             |
| Max casing pressure   | 109 psi            |
| Max operating speed   | 2200 rpm           |

\* Please contact our office for applications in excess of 176°F.

† Larger diameter pipes may be required for maximum flows.

Please contact the factory or office for further details. A typical picture of the pump is shown. All information is approximate and for general guidance only.

06/07/2016 City Council Agenda

godwin   
a xylem brand

# Critically Silenced Dri-Prime® Pumps

The Godwin Critically Silenced enclosure houses the versatile Dri-Prime CD, HL, NC and Wellpoint range pumps in a specially designed, acoustically-silenced enclosure. The Critically Silenced unit is intended for use in any pumping application where engine and other noise must be kept to a minimum. Sound levels are approximately 69 dBA at 30 feet (9 meters).

## Features and Benefits

- 14-gauge sheet metal (12-gauge on larger units) enclosure lined with 1" and 2" (25mm and 50mm) layers of polydamp acoustical sound-deadening material
- Engine designed with critical grade muffler, silenced priming exhaust, and isolated engine vibration to further reduce operating noise
- Hinged, lockable doors for controlled access to operating controls and service locations
- Entire unit can be unbolted and removed from the optional DOT highway trailer for added versatility
- UL142 rated and double wall fuel tanks are available



godwin   
a xylem brand



**STANDARD DROP-IN ROAD GOING TRAILER REFERENCE SHEETS (cont.)**

**Single - Axle Drop-In Trailers**

**STANDARD FEATURES<sup>1</sup>**

- Single Axle Trailer
- Two (2) Rear Corner Stabilizer Jacks
- One (1) Tongue Jack
- LED DOT Lights
- 3" Pintle Hitch
- Electric Brakes
- 6-pin Round Trailer Plug

**GL5 - Drop-In Trailer - Rated for 5,000 lbs**

- One (1) axle rated for 5,000 lbs.

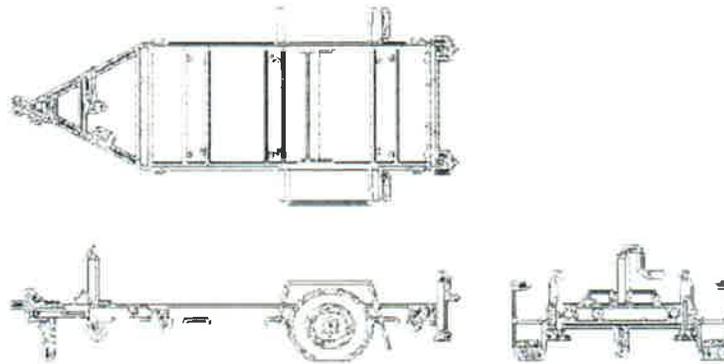
**Standard for Pumps**

**Open Diesel Pump Sets**

- none
- Critically Silent Diesel Pump Sets**
  - CD80D-CS
  - CD80M-CS
  - CD100M-CS
  - CD100MV-CS
  - CD103M-CS
  - GHPU10 (HS80)-CS
  - GHPU10-CS
  - GHPU10SG-CS
  - NC80-CS
  - NC100-CS

**Open Electric Pump Sets**

- CD140M-E
- NC150 E



NOT TO SCALE

**Comments:**

The GL5 is the smallest drop-in trailer available at Godwin. Prior to 5-25-2012, CD150M-CS, GHPU30-CS, HL80M-CS and NC150-CS pump sets used GL5 drop-in trailers. Those pump sets now use GL6 drop-in trailers.

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## STAFF REPORT

DATE: JUNE 7, 2016  
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
 FROM: BILL SMITH, CITY MANAGER  
 PREPARED BY: CARLOS CAMPOS, CITY ATTORNEY  
 SUBJECT: REVISION OF SECTION I, I-1(A) OF THE MANUAL OF PROCEDURE (“MOP”) RELATED TO THE PREPARATION OF ORDINANCES, RESOLUTIONS AND CONTRACTS

### RECOMMENDED ACTION

It is recommended that the City Council adopt Resolution No. R-53-16, amending Section I, I-1(A) of the City Council Manual of Procedure Related to Preparation of Ordinances, Resolutions and Contracts.

### BACKGROUND/ISSUES

The City Council conducts its meetings in accordance with its Manual of Procedure (“MOP”) and applicable state law, including, but not limited to, the Ralph M. Brown Act (Government Code Section 54950 et seq.). The City Council adopted the MOP in its entirety in 1986 and 2007.

Most recently, on December 2, 2014, the City Council adopted a revised Manual of Procedure (“MOP”). This action remains valid.

Currently, Section I, I-1(A) of the City Council MOP provides as follows:

“(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.”

At a recent City Council meeting, the City Council directed staff to prepare a revision to the MOP that explicitly states that the City Attorney shall prepare all ordinances when ordered to do so by a “majority” of the City Council. As such, by adopting Resolution No. R-53-16, Section I, I-1(A) will be revised to state as follows:

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

All other sections of the MOP dated December 2, 2014 will remain unchanged.

**FISCAL IMPACTS**

There is no anticipated fiscal impact as a result of this item.

**ALTERNATIVES**

1. Provide alternative direction to staff.

**ATTACHMENT**

1. Exhibit A – Resolution No R-53-16.

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**RESOLUTION NO. R-53-16**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF COLTON, REVISING SECTION I, I-1(A) OF THE  
CITY COUNCIL MANUAL OF PROCEDURE RELATED  
TO THE PREPARATION OF ORDINANCES,  
RESOLUTIONS AND CONTRACTS**

WHEREAS, the City Council conducts its meetings in accordance with its Manual of Procedure ("MOP") and applicable state law, including, but not limited to, the Ralph M. Brown Act (Government Code Section 54950 et seq.);

WHEREAS, the City Council adopted the MOP in 1986 and 2007;

WHEREAS, the City Council last updated and re-adopted the MOP in its entirety on December 2, 2014; and

WHEREAS, the City Council seeks to revise section I, I-1(A) of the MOP related to the preparation of ordinances, resolutions and contracts to explicitly state that the City Attorney shall prepare all ordinances when ordered by a "majority" of the City Council.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. Section I, I-1(A) of the MOP dated December 2, 2014 and adopted on the same date, related to the preparation of ordinances, resolutions and contracts is hereby amended to state:

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

SECTION 2. All other sections of the MOP dated December 2, 2014 will remain unchanged.

SECTION 3. The City Clerk shall certify to the adoption of this Resolution.

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SECTION 4. This Resolution shall become effective immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this 7th day of June, 2016.

\_\_\_\_\_  
Richard Delarosa, Mayor

ATTEST:

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



## STAFF REPORT

DATE: JUNE 7, 2016  
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
 FROM: BILL SMITH, CITY MANAGER  
 PREPARED BY: MARK OWENS, POLICE CHIEF  
 SUBJECT: RESOLUTION TO ADOPT POLICE DEPARTMENT FEE INCREASES

### RECOMMENDED ACTION

It is recommended the City Council approve Resolution R-48-16 to adopt Department fee increases where indicated.

### BACKGROUND

The Department has three categories of fees: Business related, California Vehicle Code parking violations, and City of Colton Municipal Code parking violations. Business fees concern recovering costs incurred through abatement responses, animal services, towing services, and the providing of other miscellaneous reporting or documentation services. California Vehicle Code and City of Colton Municipal Code parking violations concern fine amounts that address the recovery of costs associated with enforcing parking laws and provide sufficient deterrent against future violations.

### ISSUES/ANALYSIS

Business fee amounts were addressed in the "City of Colton Comprehensive User Fee Study Final Report" dated October 15, 2012 prepared by Willdan Financial Services, and through the subsequent City of Colton Resolution R-05-13 (Attachment A). A current analysis indicated changes to business fees were not warranted except as provided below.

In many cases, the City followed Willdan's recommendations for fees with R-05-13. One exception was in regards to animal related fees. The below table lists animal related fees that differ from Willdan's 2012 recommendations and the Department's recommended increases:

| Service Title                                     | Willdan | Current | Proposed   |
|---------------------------------------------------|---------|---------|------------|
| License for dogs not spayed or neutered           | \$102   | \$50    | \$100      |
| License for dogs spayed or neutered               | \$102   | \$9     | \$12       |
| Seniors - License for dogs not spayed or neutered | \$102   | \$25    | \$50       |
| Seniors - License for dogs spayed or neutered     | \$102   | \$4.50  | \$6        |
| Animal pick up (live or dead)                     | \$226   | \$60    | \$60       |
| Animal Quarantine – (Home)                        | None    | \$0     | \$50       |
| Animal Quarantine – (Riverside Shelter)           | \$224   | \$224   | \$10 p/day |

The City contracts with the Riverside County Animal Shelter for Shelter services. We have no fee to quarantine an animal at home, and a flat \$224 fee to quarantine at the Shelter. The Department recommends a \$50 flat charge for home quarantine to mirror the Shelter's fee and help cover costs associated with monitoring the quarantine. The Department also recommends changing the current \$224 Shelter quarantine fee to \$10 per day to mirror the Shelter fee.

With regard to California Vehicle Code parking violations, increased fine amounts are believed warranted. In determining appropriate fine amounts, Vehicle Code section 40203.5(a) states:

The schedule of parking penalties for parking violations and late payment penalties shall be established by the governing body of the jurisdiction where the notice of violation is issued. To the extent possible, issuing agencies within the same county shall standardize parking penalties.

Of 24 commonly cited Vehicle Code parking violations, the City of Colton's fine amounts were substantially below the 11 surrounding cities' average in 18 violations (see Attachment B). In determining appropriate fine amounts, the 11-city average was used as a guide to provide sufficient violation deterrent and achieve cost recovery while remaining compliant with State law.

Fee increases are also warranted in regard to Colton Municipal Code parking violations. Current fine amounts (see Attachment C) do not keep pace with costs associated in enforcement or processing of the violations, do not provide sufficient deterrent against future violations, and if left unchanged, would be dissimilar to proposed increases in California Vehicle Code parking violations of similar gravity.

Proposed fine increases to California Vehicle Code and City of Colton Municipal Code parking violations are shown together in Attachment D.

### **FISCAL IMPACTS**

Costs to increase animal related fees and parking fine amounts would be negligible. On average, Vehicle Code parking violation fines would increase by 80 percent and Municipal Code parking violation fines would increase by 43 percent.

### **ALTERNATIVES**

Provide alternative direction to staff.

### **ATTACHMENTS**

- A. City of Colton Resolution R-05-13
- B. California Vehicle Code Parking Violation Fines – 11 City Survey with Average
- C. City of Colton Municipal Code Parking Violation Fines – Current and Proposed
- D. City of Colton Proposed Fine Amounts for California Vehicle Code and City of Colton Municipal Code Parking Violations.
- E. City of Colton Resolution R-48-16

## ATTACHMENTS

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**RESOLUTION NO. R-05-13**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLTON, CALIFORNIA, ESTABLISHING A CITYWIDE MASTER FEE SCHEDULE FOR SERVICES PERFORMED BY AND/OR FOR THE CITY, AND REPEALING RESOLUTION NOS. R-129-94, R-80-01, R-37-02, R-55-04, R-105-04, R-84-09 AND R-39-10 IN THEIR ENTIRETY AND PORTIONS OF RESOLUTION NOS. R-71-00 AND R-08-04**

**WHEREAS**, the City Council has previously adopted various Resolutions to establish fees and charges performed by and/or for the City; and

**WHEREAS**, Resolution No. R-129-94 repealed and replaced R-73-92; and

**WHEREAS**, Resolution No. R-08-04 stated that it repealed and replaced “portions” of Resolution Nos. R-129-94, R-71-00, R-80-01 and R-37-02; and

**WHEREAS**, only certain portions of Resolutions Nos. R-71-00 and R-08-04 shall remain after the adoption of this Resolution; and

**WHEREAS**, the City Council desires to consolidate all of the fees and charges previously established into this new master schedule of fees and charges to be adopted by this Resolution; and

**WHEREAS**, a properly noticed public hearing was held on November 20, 2012, and continued to December 18, 2012 then February 5, 2013, to receive public comments on the proposed master schedule of fees and charges.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLTON AS FOLLOWS:**

**1. Title of Resolution.** This Resolution may be referred to as the “Master Fee Resolution” or “Master Fee Schedule” of the City.

**2. Adoption of Fees and Charges.** The fees and charges set forth in Exhibit “A” attached hereto and incorporated herein by reference are approved and shall take effect and be in force according to law.

**3. Entire or Partial Repeal of Prior Resolutions.** Resolution Nos. R-129-94, R-80-01, R-37-02, R-55-04, R-105-04, R-84-09 and R-39-10 are hereby repealed in their entirety. In addition, Exhibit “A” of Resolution No. R-71-00 is hereby repealed, and everything but Exhibit “B” of Resolution No. R-08-04 is hereby repealed. All fees and charges established by this Resolution shall supersede all previously established fees or charges for the same regulations, products or services, and all such previous fees and charges are hereby repealed. To this end, this Resolution shall repeal any other resolutions or portions thereof, to the extent that such resolutions or portions thereof are in conflict with this Resolution.

**4. Supporting Evidence & Study.** The adoption of this Resolution is based on all oral and written evidence presented to the City, including, but not limited to, the study titled “City of Colton Comprehensive User Fee Study Final Report” dated October 15, 2012 and prepared by Willdan Financial Services, with the assistance and final review by all affected departments. This study, which documents that all approved fees and charges do not exceed the cost to the City of providing the noted services, is hereby accepted by the City Council.

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**5. CEQA Findings.** The City Council hereby finds that, in accordance with the California Environmental Quality Act (“CEQA”) and the CEQA Guidelines, the adoption of this Resolution is exempt from CEQA pursuant to Section 15061(b)(3).

**6. Effective Date of Resolution.** The Mayor shall sign this Resolution and the City Clerk shall attest thereto, and thereafter this Resolution shall take effect immediately.

**PASSED, APPROVED AND ADOPTED** this 5th day of February, 2013.

  
Sarah S. Zamora  
Mayor

**ATTEST:**

  
Eileen C. Gomez CMC  
City Clerk

**CITY OF COLTON  
MASTER**

**RESOLUTION R-05-13  
EXHIBIT A**

| <b>Service Title</b>                                                                                                                          | <b>Fee</b>                                | <b>Unit</b>                                                                           |
|-----------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|---------------------------------------------------------------------------------------|
| <b>Police Department:</b>                                                                                                                     |                                           |                                                                                       |
| Abatement of Public Nuisance - Initial Response/citation                                                                                      | 118.00                                    |                                                                                       |
| Abatement of Public Nuisance - Follow up response/citation                                                                                    | 79.00                                     |                                                                                       |
| Abatement of Public Nuisance - Filing pendency                                                                                                | 158.00                                    |                                                                                       |
| Abatement of Public Nuisance - CEHAAB preparation                                                                                             | 1,036.00                                  |                                                                                       |
| Abatement of Public Nuisance - Warrant preparation                                                                                            | 799.00                                    |                                                                                       |
| Abatement of Public Nuisance - Sergeant meetings and/or On-site inspections                                                                   | 326.00                                    |                                                                                       |
| Animal Fees Animal Apprehension Fee                                                                                                           | 226.00                                    |                                                                                       |
|                                                                                                                                               |                                           | Plus Actual Costs (ie tranquilizer, bait, additional staff time)                      |
| Animal Fees Animal Licenses for dogs not spayed or neutered                                                                                   | 50.00                                     |                                                                                       |
| Animal Fees Animal Licenses for dogs spayed or neutered                                                                                       | 9.00                                      |                                                                                       |
| Animal Fees Animal Licenses for dogs not spayed or neutered (Seniors - 65 years of age or older)                                              | 50% of above license fee                  |                                                                                       |
| Animal Fees Animal Licenses for dogs spayed or neutered (Seniors - 65 years of age or older)                                                  | 50% of above license fee                  |                                                                                       |
| Animal Fees Duplicate License Fee                                                                                                             | 5.00                                      |                                                                                       |
| Animal Fees Animal Pick-up Fee - dead or live animals (including dogs, cats, similar type animals, large animals, and wild or exotic animals) | 60.00                                     |                                                                                       |
| Animal Fees Animal Trap Rental (Cats only)                                                                                                    | 21.00                                     |                                                                                       |
| Animal Fees Animal Quarantine fee                                                                                                             | 224.00                                    |                                                                                       |
| Attorney Fees                                                                                                                                 | Actual Costs incurred                     |                                                                                       |
| Audio-Tape Fee reproduction                                                                                                                   | 32.00                                     | Actual Costs Incurred                                                                 |
|                                                                                                                                               | Actual costs invoiced or ordered by court |                                                                                       |
| Booking Fee Reimbursement                                                                                                                     | Staff Time + Associated Costs             |                                                                                       |
| Documentation of Police Calls (retrieval of dispatch logs)                                                                                    |                                           |                                                                                       |
| Crime Analysis Reports (research and statistics)                                                                                              | 132.00                                    |                                                                                       |
| False Alarm Response                                                                                                                          | 229.00                                    |                                                                                       |
| Fingerprinting                                                                                                                                | 50.00                                     | \$50 minimum for labor plus expenses (\$30 DOJ, \$2 Live Scan Access, \$17 FBI)       |
|                                                                                                                                               | -                                         |                                                                                       |
| Disruptive Party/Gathering Response (Public Safety Service Fee)                                                                               | 1,000.00                                  |                                                                                       |
| Administrative Permit Application Fee: (e.g. Dance, Massage Technicians, Pawnbrokers, Solicitors,) Initial Application                        | 489.00                                    | Plus actual costs (e.g. fingerprinting costs, etc.) unless otherwise set forth by law |
|                                                                                                                                               |                                           |                                                                                       |
| Renewal if completed prior to expiration of current permit                                                                                    | 489.00                                    |                                                                                       |
|                                                                                                                                               | -                                         |                                                                                       |
| Police Service Fee for Repeat Minor Curfew and Loitering Violators                                                                            | 229.00                                    |                                                                                       |
|                                                                                                                                               | -                                         |                                                                                       |
| Postage Fees                                                                                                                                  | -                                         |                                                                                       |
| Standard Tow Release Fee                                                                                                                      | 96.00                                     |                                                                                       |
| VITEP Tow Release Fee                                                                                                                         | 224.00                                    |                                                                                       |
| 30-day Tow Release Fee                                                                                                                        | 224.00                                    |                                                                                       |
| Stolen Vehicle Recovery                                                                                                                       | 64.00                                     |                                                                                       |
| Reports (including Crime Reports, Code Enforcement Reports, Traffic Collision Reports)                                                        | 0.25                                      | per page                                                                              |
| Repossession Release Fee (per Government Code section 41612)                                                                                  | -                                         |                                                                                       |
| Subpoena Duces Tecum Service of subpoena for records                                                                                          | 15.00                                     | Statutory fee                                                                         |
| Service of subpoena for Civil Testimony                                                                                                       | 150.00                                    | Statutory fee - Billed at Current State Mileage Rate                                  |
|                                                                                                                                               |                                           |                                                                                       |
| Video-Tape reproduction                                                                                                                       | 64.00                                     |                                                                                       |

**CITY OF COLTON  
MASTER**

**RESOLUTION R-05-13  
EXHIBIT A**

| <b>Service Title</b>                                                                   | <b>Fee</b> | <b>Unit</b>                                                                  |
|----------------------------------------------------------------------------------------|------------|------------------------------------------------------------------------------|
| VIN Verification                                                                       | 115.00     | \$135 to \$150; if at applicant property                                     |
| Emergency Response Cost Recovery Fee pursuant to Government Code section 53150 et seq. | 1,997.00   | Actual costs (Including staff time) to Government Code section 53150 et seq. |
| Citation Sign off                                                                      | \$25-\$40  |                                                                              |
| Background Check Fee                                                                   | 32.00      |                                                                              |
| Other Records Fee                                                                      | 65.00      |                                                                              |
| Film Reproduction Fee                                                                  | 1.00       | each for standard 3X5 prints or actual costs whichever is greater            |
| Rental Inspection Fee - PROGRAM SUSPENDED UNTIL FURTHER COUNCIL ACTION                 | .          |                                                                              |

| Service Title                                                   | Fee                                                                                    | Unit                                                                                               |
|-----------------------------------------------------------------|----------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|
| <b>Public Works:</b>                                            |                                                                                        |                                                                                                    |
| <b>Public Works Engineering Fees:</b>                           |                                                                                        |                                                                                                    |
| Plan Check Fees Tentative Tract Map                             | Contact Community Development<br>Department - Planning Div.<br>\$2000 + 100 per parcel | lot                                                                                                |
| Plan Check Fees Final Tract Map                                 | \$2000 + 150 per parcel                                                                | parcel                                                                                             |
| Plan Check Fees Parcel Map                                      | 1,447.00                                                                               |                                                                                                    |
| Plan Check Fees Parcel Merger                                   | 1,447.00                                                                               |                                                                                                    |
| Plan Check Fees Lot Line Adjustment                             | 483.00                                                                                 |                                                                                                    |
| Plan Check Fees Certificate of Compliance                       | 1,951.00                                                                               |                                                                                                    |
| Plan Check Fees Street Vacation                                 | 868.00                                                                                 | per sheet                                                                                          |
| Plan Check Fees Signing & Striping Plans                        | 869.00                                                                                 | per sheet                                                                                          |
| Plan Check Fees Signalization Plans                             | 869.00                                                                                 | per sheet                                                                                          |
| Plan Check Fees Landscaping Plans                               | -                                                                                      |                                                                                                    |
| <b>Plan Check Fees Based upon Improvement Costs of:</b>         |                                                                                        |                                                                                                    |
| Plan Check Fees \$0 to \$50,000                                 | 450.00                                                                                 | plus 3.50% of Cost Estimate                                                                        |
| Plan Check Fees \$50,001 to \$150,000                           | 2,200.00                                                                               | plus 3.25% of Cost Estimate                                                                        |
| Plan Check Fees \$150,001 to \$250,000                          | 5,450.00                                                                               | plus 2.60% of Cost Estimate                                                                        |
| Plan Check Fees \$250,001 to \$500,000                          | 8,050.00                                                                               | plus 1.60% of Cost Estimate                                                                        |
| Plan Check Fees Over \$500,000                                  | 12,050.00                                                                              | plus 1.50% of Cost Estimate                                                                        |
| Plan Check Fees On Site Improvements (e.g., parking lots, etc.) | 2% of Engineer's Cost Estimate                                                         |                                                                                                    |
| <b>Permit Fees On-Site Improvements</b>                         | 1% of Cost estimate                                                                    |                                                                                                    |
| <b>Permit Fees Based upon Improvement Costs of:</b>             |                                                                                        |                                                                                                    |
| Permit Fees \$0 to \$25,000                                     | 50.00                                                                                  | plus 4.00% of Cost Estimate                                                                        |
| Permit Fees \$25,001 to \$50,000                                | 1,050.00                                                                               | plus 3.50% of Cost Estimate                                                                        |
| Permit Fees \$50,001 to \$100,000                               | 1,050.00                                                                               | plus 3.50% of Cost Estimate                                                                        |
| Permit Fees Over \$100,001                                      | 3,675.00                                                                               | plus 3.00% of Cost Estimate                                                                        |
| Permit Fees Residential Driveways                               | 116.00                                                                                 |                                                                                                    |
| Permit Fees Commercial Driveways                                | 116.00                                                                                 |                                                                                                    |
| Permit Fees Cross Gutter, Spandrel                              | 116.00                                                                                 |                                                                                                    |
| Permit Fees Curb and Gutter                                     | \$50 + 0.25 per lf                                                                     |                                                                                                    |
| Permit Fees Sidewalks                                           | \$50 + 0.25 per sf                                                                     |                                                                                                    |
| Permit Fees Manholes, Cleanouts, Catch Basins                   | 50.00                                                                                  |                                                                                                    |
| Permit Fees Asphalt Berms                                       | \$50 + 0.25 per lf                                                                     |                                                                                                    |
| Permit Fees Asphalt Pavement                                    | 50.00                                                                                  | plus \$0.05 per sq. ft.                                                                            |
| Permit Fees Handicap Ramp                                       | 116.00                                                                                 |                                                                                                    |
| Permit Fees Encroachment Permit                                 | 116.00                                                                                 |                                                                                                    |
| Permit Fees Asphalt Pavement                                    | 1.00                                                                                   | per S.F.                                                                                           |
| Permit Fees Concrete Surface                                    | 2.00                                                                                   | per S.F.                                                                                           |
| Permit Fees Earth/Dirt Surface                                  | 0.25                                                                                   | per S.F.                                                                                           |
| Permit Fees Borling (Any Surface)                               | 2.00                                                                                   | per L.F.                                                                                           |
| Permit Fee Aerial LF                                            | \$35 + 0.25 per lf                                                                     | per L.F.                                                                                           |
| WQMP Review                                                     | 50.00                                                                                  |                                                                                                    |
|                                                                 |                                                                                        | non-refundable processing fee plus<br>actual consultant cost; subject to<br>City specified deposit |
| SWPPP Plan Check                                                | 50.00                                                                                  | non-refundable processing fee plus<br>actual consultant cost; subject to<br>City specified deposit |

**CITY OF COLTON  
MASTER**

**RESOLUTION R-05-13  
EXHIBIT A**

| <b>Service Title</b>                                    | <b>Fee</b> | <b>Unit</b>                                                                                  |
|---------------------------------------------------------|------------|----------------------------------------------------------------------------------------------|
| Traffic Control plan                                    | 50.00      |                                                                                              |
|                                                         |            | non-refundable processing fee plus actual consultant cost; subject to City specified deposit |
| Preliminary Hydrology Calculation Plan Check            | 50.00      |                                                                                              |
|                                                         |            | non-refundable processing fee plus actual consultant cost; subject to City specified deposit |
| Subordination Agreement/ Lien Release                   | 520.00     |                                                                                              |
| Subdivision Agreement                                   | 1,733.00   |                                                                                              |
| Street Closure Permit                                   | 687.00     |                                                                                              |
| Final Tract Map Amendment                               | 872.00     |                                                                                              |
| Tentative Parcel Map Plan Check                         | 687.00     |                                                                                              |
| Environmental Impact Report Review                      | 50.00      |                                                                                              |
|                                                         |            | non-refundable processing fee plus actual consultant cost; subject to City specified deposit |
| Traffic Study report Plan Check                         | 50.00      |                                                                                              |
| Street Name Change                                      | 1,190.00   |                                                                                              |
| Grading Plan check                                      | -          |                                                                                              |
| 0 to 5,000                                              | 500.00     | minimum                                                                                      |
| 5001 to 10,000                                          | 500.00     |                                                                                              |
|                                                         |            | plus \$0.07 for each additional CY                                                           |
| 10,001 to 100,000                                       | 850.00     |                                                                                              |
|                                                         |            | plus \$0.01 for each additional CY                                                           |
| 100,001 to 1,000,000                                    | 1,750.00   |                                                                                              |
|                                                         |            | plus \$0.015 for each additional CY                                                          |
| 1,000,000 to +cubic yards                               | 15,250.00  |                                                                                              |
|                                                         |            | plus \$0.008 for each additional CY                                                          |
| Grading Permit                                          | -          |                                                                                              |
| 0 to 1,000                                              | 160.00     | +\$10.00/100 CY after the first 100 CY                                                       |
| 1,001 to 10,000                                         | 250.00     | +\$20.00/1000 CY after first 1,000 CY                                                        |
| 10,001 to 100,000                                       | 430.00     | +\$100.00/10000 CY after first 10,000 CY                                                     |
| 100,001 to more CY                                      | 1,330.00   | +\$50.00/10000 CY after first 100,000 CY                                                     |
| Hydrology Plan Check                                    | 200.00     |                                                                                              |
|                                                         |            | non-refundable processing fee plus actual consultant cost; subject to City specified deposit |
| 0 to 5,000                                              |            | see Hydrology Plan Check                                                                     |
| 5001 to 10,000                                          |            | see Hydrology Plan Check                                                                     |
| 10,001 to 100,000                                       |            | see Hydrology Plan Check                                                                     |
| 100,001 to 1,000,000                                    |            | see Hydrology Plan Check                                                                     |
| 1,000,000 to +cubic yards                               |            | see Hydrology Plan Check                                                                     |
| <b>Public Works Utility Fees:</b>                       |            |                                                                                              |
| Service Not Connected To Customer's Facility - 1" Meter | 520.00     | -                                                                                            |
| Service Connected To Customer's Facility - 1" Meter     | 725.00     | -                                                                                            |

**CITY OF COLTON  
MASTER**

**RESOLUTION R-05-13  
EXHIBIT A**

| <b>Service Title</b>                                       | <b>Fee</b>                 | <b>Unit</b> |
|------------------------------------------------------------|----------------------------|-------------|
| Additional Change Located Within a Driveway                | 130.00                     | -           |
| Entension or Shortened Water Service 3/4" Meter            | 420.00                     | -           |
| Entension or Shortened Water Service 1" Meter              | 520.00                     | -           |
| Entension or Shortened Water Service 1 1/2" Meter          | 825.00                     | -           |
| Entension or Shortened Water Service 2" Meter              | 925.00                     | -           |
| Water Plan Check Fee*                                      | \$4.0% of Improvement Cost | -           |
| Water Plan Check Fee (Residential)                         | 116.00                     | per sheet   |
| Sewer Plan Check Fee*                                      | \$4.0% of Improvement Cost | -           |
| Sewer Plan Check Fee (Residential)                         | 116.00                     | per sheet   |
| Inspection Fee (\$1.00 to \$25,000)*                       | 4.5% of Improvement cost   | -           |
| Inspection Fee (\$25,001 to \$100,000)*                    | 4.0% of Improvement cost   | -           |
| Inspection Fee (\$100,000 and over)*                       | 3.5% of Improvement cost   | -           |
| Wastewater Discharge Permit(s) - Annual Fee                | 300.00                     | -           |
| Wastewater Discharge Permitting                            | -                          | -           |
| Class I Permit (Categorical SIU)                           | 1,275.00                   | -           |
| Class II Permit (Non-Categorical SIU)                      | 1,275.00                   | -           |
| Class III Permit (NSIU)                                    | 255.00                     | -           |
| Class IV Permit (Temporary Discharge Permit)               | 255.00                     | -           |
| Class V Permit (Hauled Liquid Waste)                       | 255.00                     | -           |
| Plan Check Fees                                            | -                          | -           |
| Plan (Blueprint) Review                                    | 85.00                      | -           |
| Waste Water Discharge Application Review                   | 170.00                     | -           |
| Site Inspection Rough Plumbing/Treatment System Inspection | 85.00                      | -           |
| Dye Check                                                  | 85.00                      | -           |
| Compliance Fees                                            | -                          | -           |
| Notice of Violation                                        | 255.00                     | -           |
| Non-Compliance Inspection                                  | 255.00                     | -           |
| Compliance Order                                           | 510.00                     | -           |
| Non-Compliance Meeting                                     | 510.00                     | -           |
| Cease & Desist Order                                       | 765.00                     | -           |
| Inspection Warrant                                         | 765.00                     | -           |
| Compliance Hearing                                         | 1,190.00                   | -           |
| Manhole, Cleanout, catch basins, Inspection Charges        | 125.00                     | -           |
| Sanitary Sewers, Storm Drains, Water Lines (LF)            | 50.00                      | + 0.35/LF   |

**CITY OF COLTON  
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**RESOLUTION R-05-13  
EXHIBIT A**

| <b>Service Title</b>                                                                | <b>Fee</b>                                     | <b>Unit</b> |
|-------------------------------------------------------------------------------------|------------------------------------------------|-------------|
| <b>Miscellaneous Fees:</b>                                                          |                                                |             |
| Credit Check Fee                                                                    | \$ 2.00                                        |             |
| Electronic Opening Fee                                                              | 10.00                                          |             |
| Water Opening Fee                                                                   | 11.00                                          |             |
| Electric Disconnect Fee                                                             | 10.00                                          |             |
| Electric After Hours Reconnect Fee - Before 9:00 pm Mon-Thurs                       | 50.00                                          |             |
| Electric After Hours Reconnect Fee - After 9:00 pm Mon-Thurs, Weekends and Holidays | 180.00                                         |             |
| Water Disconnect Fee                                                                | 11.00                                          |             |
| Water Reconnect Fee - After Hours                                                   | 103.00                                         |             |
| Pull Meter fee water                                                                | 25.00                                          |             |
| Door Tag Fee                                                                        | 5.00                                           |             |
| Electric Meter test fee                                                             | 15.00                                          |             |
| Meter Tampering                                                                     | Double the actual cost of labor and materials  |             |
| Off at the Pole                                                                     | 120.00                                         |             |
| Inspection for new/repared service - Electric                                       | 11.00                                          |             |
| In order to restore service disconnected by the City at water meter                 | 11.00                                          |             |
| Restore disconnected service if meter removed - water                               | 25.00                                          |             |
| Water Meter/Fire Hydrant Tampering                                                  | 100.00                                         |             |
| Water Meter Test                                                                    | 27.00                                          |             |
| Construction Water Meter                                                            | 787.00                                         |             |
| Reinspection Fees ( Minimum 1 Hour Each)                                            | minimum 1/2 hour (\$50/hour)                   |             |
| GIS Services Fee                                                                    | 106.00                                         |             |
| GIS Map Production Fee - General Plan Map                                           | 106.00                                         |             |
| GIS Map Production Fee - Zoning Map                                                 | 106.00                                         |             |
| GIS Map Production Fee - RDA Project Area Map                                       | 106.00                                         |             |
| GIS Map Production Fee - Council Districts Map                                      | 213.00                                         |             |
| 11 x 17 (Tabloid) Customized Map                                                    | 213.00                                         |             |
| 17 x 24 (ANSI C) Customized Map                                                     | 213.00                                         |             |
| 22 x 34 (ANSI D) Customized Map                                                     | 213.00                                         |             |
| 34 x 44 (ANSI E) Customized Map                                                     | 213.00                                         |             |
| Produce Audio or Video (CD)                                                         | 17.00                                          |             |
| <b>City Clerk:</b>                                                                  |                                                |             |
| Questys Research Service                                                            | 40.00                                          |             |
| City District Maps Request                                                          | 26.00                                          |             |
| FPPC Copies                                                                         | 0.10                                           |             |
| Copy Charge - per page                                                              | 0.25                                           |             |
| City Attorney or Other Legal Review - to be applied Citywide as appropriate         | Actual Cost; subject to City Specified Deposit |             |

| Service Title                                                                                                                      | Fee                    | Unit |
|------------------------------------------------------------------------------------------------------------------------------------|------------------------|------|
| <b>Human Services:</b>                                                                                                             |                        |      |
| Human Services Fees Childcare Registration Fee (per family, at enrollment)                                                         | 35.00                  |      |
| Human Services Fees Childcare Annual Fee (per child)                                                                               | 30.00                  |      |
| Human Services Fees Childcare Late Pick-up Charge (for every 1-15 minutes late)                                                    | 7.00                   |      |
| Human Services Fees Childcare Late Payment Charge (after the 10th of each month)                                                   | 25.00                  |      |
| Human Services Fees Childcare Part-Time Care Rate 0-6 hours per day                                                                | 18.00                  |      |
| Human Services Fees Childcare Full-Time Care Rate 6+ hours per day                                                                 | 30.00                  |      |
| Human Services Fees Childcare Sibling Discount (for additional family members)                                                     | 15% of all "per-child" |      |
| Human Services Fees Tiny Tots Program (per class session) - Resident                                                               | 6.50                   |      |
| Human Services Fees Tiny Tots Program (per class session) - Non-resident                                                           | 7.00                   |      |
| <b>Recreation:</b>                                                                                                                 |                        |      |
| Brochure Fee: added to Recreation class/program registration listed in Colton Chronicle                                            | 1.00                   |      |
| Facility Reservation Fee - Banquet Room - 1st hour - Resident                                                                      | 90.00                  |      |
| Facility Reservation Fee - Banquet Room - 1st hour - Non-resident                                                                  | 154.00                 |      |
| Facility Reservation Fee - Banquet Room - Each Additional Hour - Resident                                                          | 50.00                  |      |
| Facility Reservation Fee - Banquet Room - Each Additional Hour - Non-resident                                                      | 87.00                  |      |
| Facility Reservation Fee - Meeting Room - 1st hour - Resident                                                                      | 60.00                  |      |
| Facility Reservation Fee - Meeting Room - 1st hour - Non-resident                                                                  | 118.00                 |      |
| Facility Reservation Fee - Meeting Room - Each Additional Hour - Resident                                                          | 45.00                  |      |
| Facility Reservation Fee - Meeting Room - Each Additional Hour - Non-resident                                                      | 85.00                  |      |
| Facility Reservation Fee - Kitchen (per day)                                                                                       | 33.00                  |      |
| Facility Reservation Fee - Hutton Center Kitchen (per day) - Resident                                                              | 54.00                  |      |
| Facility Reservation Fee - Hutton Center Kitchen (per day) - Non-resident                                                          | 54.00                  |      |
| Facility Reservation Fee - Hutton Center Patio (per hour) - Resident                                                               | 25.00                  |      |
| Facility Reservation Fee - Hutton Center Patio (per hour) - Non-resident                                                           | 35.00                  |      |
| Facility Reservation Fee - Gymnasium (per court-per hour) - Resident                                                               | 45.00                  |      |
| Facility Reservation Fee - Gymnasium (per court-per hour) - Non-resident                                                           | 74.00                  |      |
| Facility Reservation Fee - Aquatic Facility (per hour - includes 2 lifeguards) - Resident                                          | 75.00                  |      |
| Facility Reservation Fee - Aquatic Facility (per hour - includes 2 lifeguards) - Non-resident                                      | 121.00                 |      |
| Facility Reservation Fee - Aquatic Facility (per hour - Includes 2 lifeguards) - Lifeguard Fee (per hour-per 25 attendees over 50) | 25.00                  |      |
| Facility Reservation Fee - Athletic Field Usage (per hour) - Youth Groups - Resident                                               | 1.00                   |      |
| Facility Reservation Fee - Athletic Field Usage (per hour) - Youth Groups - Non-resident                                           | 26.00                  |      |
| Facility Reservation Fee - Athletic Field Usage (per hour) - Adult Groups - Resident                                               | 29.00                  |      |
| Facility Reservation Fee - Athletic Field Usage (per hour) - Adult Groups - Non-resident                                           | 58.00                  |      |
| Facility Reservation Fee - Athletic Field Lighting Fee (per hour)                                                                  | 18.00                  |      |
| Facility Reservation Fee - Teen Center - Game Room Package (2 hours/25 persons)                                                    | 200.00                 |      |
| Facility Reservation Fee - Teen Center - Game Room Package (2 hours/25 persons) - Non-resident                                     | 254.00                 |      |
| Facility Reservation Fee - Teen Center - Dance Package (2 hours/25 persons)                                                        | 200.00                 |      |
| Facility Reservation Fee - Teen Center - Dance Package (2 hours/25 persons) - Non-resident                                         | 254.00                 |      |
| Facility Reservation Fee - Teen Center Rental - Additional Participants (per 10 persons)                                           | 20.00                  |      |
| Facility Reservation Fee - Picnic Shelter (per day) - Resident                                                                     | 40.00                  |      |
| Facility Reservation Fee - Picnic Shelter (per day) - Non-resident                                                                 | 66.00                  |      |
| Facility Reservation Fee - Fleming Park Bandshell (per day) - Resident                                                             | 50.00                  |      |
| Facility Reservation Fee - Fleming Park Bandshell (per day) - Non-resident                                                         | 100.00                 |      |

CITY OF COLTON  
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RESOLUTION R-05-13  
EXHIBIT A

| Service Title                                                                          | Fee      | Unit |
|----------------------------------------------------------------------------------------|----------|------|
| Mobile Recreation Program Rental Fee - Party Package #1                                | 150.00   |      |
| Mobile Recreation Program Rental Fee - Party Package #2                                | 250.00   |      |
| Mobile Recreation Program Rental Fee- Each 25 participants in excess of 50             | 26.00    |      |
| Mobile Recreation Program Rental - Rental outside City of Colton Fee                   | 41.00    |      |
| Mobile Recreation Program Rental - Rental outside City of Colton Fee - Non-profit rate | 20.00    |      |
| Special Event Application Fee                                                          | 100.00   |      |
| Special Event Application Fee (Non-Profit)                                             | 50.00    |      |
| Equipment Rental - Stage Rental (per day)                                              | 75.00    |      |
| Equipment Rental - Audio-Visual Equipment (as available/per hour)                      | 25.00    |      |
| Equipment Rental - Tablecloths (each/per day)                                          | 5.00     |      |
| Equipment Rental - Decorative arch, Podium/Easel (each/per day)                        | 25.00    |      |
| Recreation Party Package A (one hour/50 persons)                                       | 100.00   |      |
| Recreation Party Package B (two hours/50 persons)                                      | 125.00   |      |
| Recreation Party Package - Additional Participants (per 25 persons)                    | 20.00    |      |
| Cleaning Deposit (all facilities/equipment)                                            | 100.00   |      |
| Miscellaneous - P/T Staff Fee                                                          | 22.00    |      |
| Aquatic Swim Lessons - Resident                                                        | 40.00    |      |
| Aquatic Swim Lessons - Non-resident                                                    | 45.00    |      |
| Aquatic Daily Recreation Swim - Children                                               | 1.00     |      |
| Aquatic Daily Recreation Swim - Adult                                                  | 2.00     |      |
| Aquatic Monthly Swim Pass- Youth (up to 18 years) - Resident                           | 20.00    |      |
| Aquatic Monthly Swim Pass- Youth (up to 18 years) - Non-resident                       | 25.00    |      |
| Aquatic Monthly Swim Pass- Adult - Resident                                            | 35.00    |      |
| Aquatic Monthly Swim Pass- Adult - Non-resident                                        | 50.00    |      |
| Day Camp (per week) - Youth (ages 6-12) - Resident                                     | 55.00    |      |
| Day Camp (per week) - Youth (ages 6-12) - Non-resident                                 | 65.00    |      |
| Day Camp (per week) - Tots (ages 3-5) - Resident                                       | 45.00    |      |
| Day Camp (per week) - Tots (ages 3-5) - Non-resident                                   | 55.00    |      |
| Teen Camp (per week) - Resident                                                        | 30.00    |      |
| Teen Camp (per week) - Non-resident                                                    | 40.00    |      |
| Youth Sports (Basketball/Football) - Resident                                          | 45.00    |      |
| Youth Sports (Basketball/Football) Non-resident                                        | 55.00    |      |
| Youth Sports - Late fee for registration established deadline                          | 5.00     |      |
| Youth Sports - Tot Sports - Resident                                                   | 30.00    |      |
| Youth Sports - Tot Sports - Non-resident                                               | 40.00    |      |
| Adult Sports - Adult Basketball - Returning                                            | 250.00   |      |
| Adult Sports - Adult Basketball - New                                                  | 275.00   |      |
| Adult Sports - Adult Dodgeball - Returning                                             | 175.00   |      |
| Adult Sports - Adult Dodgeball - New                                                   | 200.00   |      |
| Membership - Yearly Pass - Resident                                                    | 180.00   |      |
| Membership - Yearly Pass - Non-resident                                                | 282.00   |      |
| Membership - 3 Month Pass - Resident                                                   | 50.00    |      |
| Membership - 3 Month Pass - Non-resident                                               | 77.00    |      |
| Membership - Monthly Pass - Resident                                                   | 20.00    |      |
| Membership - Monthly Pass - Non-resident                                               | 31.00    |      |
| Membership - Monthly Pass - City of Colton Employee or Colton Active Military Duty     | 10.00    |      |
| Membership - Daily Pass - Resident                                                     | 2.00     |      |
| Membership - Daily Pass - Non-resident                                                 | 4.00     |      |
| Membership - Family Pass - Resident                                                    | 35.00    |      |
| Membership - Family Pass - Non-resident                                                | 55.00    |      |
| Membership - Senior Discount - Resident                                                | Less 20% |      |

| Service Title                                                 | Fee    | Unit |
|---------------------------------------------------------------|--------|------|
| <b>Library:</b>                                               |        |      |
| Overdue/Late Materials (per day) Adult Books                  | 0.25   |      |
| Overdue/Late Materials (per day) Children's Books             | 0.10   |      |
| Overdue/Late Materials (per day) Periodicals                  | 0.25   |      |
| Overdue/Late Materials (per day) CD's                         | 0.25   |      |
| Overdue/Late Materials (per day) Read-a-Longs                 | 0.25   |      |
| Overdue/Late Materials (per day) DVD's                        | 1.00   |      |
| Overdue/Late Materials (per day) Inter-Library Loan Materials | 1.00   |      |
| Overdue/Late Materials (per day) AV Material Returned Outside | 1.00   |      |
| Damage Audio Books - Album/CD Case                            | 4.00   |      |
| Damage Audio Books - Missing Barcode, Due Date Card/Pocket    | 2.00   |      |
| Damage DVD's/CD's - Outer Plastic Case (single)               | 2.00   |      |
| Damage DVD's/CD's - Outer Plastic Case (double)               | 4.00   |      |
| Damage DVD's/CD's - Missing Barcode, Due Date Card/Pocket     | 2.00   |      |
| Damage Minor Damage Repair                                    | 2.00   |      |
| Replacement Library Cards                                     | 1.50   |      |
| Replacement Periodicals                                       | 4.00   |      |
| Replacement Hardbound - Adult & Young Adult                   | 26.00  |      |
| Replacement Hardbound - Children's                            | 17.00  |      |
| Replacement Paperback - Adult & Young Adult (standard)        | 8.00   |      |
| Replacement Paperback - Adult & Young Adult (oversize)        | 21.00  |      |
| Replacement Paperback - Children's                            | 8.00   |      |
| Replacement Read-a-Longs - CD;s                               | 26.00  |      |
| Replacement Read-a-Longs - Paperback                          | 8.00   |      |
| Replacement Audio Materials - Audio Books                     | 40.00  |      |
| Replacement Audio Materials - DVD's                           | 21.00  |      |
| Replacement Audio Materials - CD's                            | 15.00  |      |
| Meeting Room Rental 1st Hour - Resident                       | 60.00  |      |
| Meeting Room Rental 1st Hour - Non-resident                   | 118.00 |      |
| Meeting Room Rental Each Additional Hour - Resident           | 45.00  |      |
| Meeting Room Rental Each Additional Hour - Non-resident       | 85.00  |      |

| Service Title                                                              | Fee      | Unit                                            |
|----------------------------------------------------------------------------|----------|-------------------------------------------------|
| <b>Development Services:</b>                                               |          |                                                 |
| Addressing                                                                 | 44.00    |                                                 |
| Administrative Review                                                      | 144.00   |                                                 |
| Annexation                                                                 |          | actual cost; subject to City specified deposit  |
| Appeal                                                                     | 400.00   | 400.00 or original app. fee - whichever is less |
| <b>Architectural &amp; Site Plan Review</b>                                |          |                                                 |
| - Minimum                                                                  | 256.00   |                                                 |
| - Structure Less Than 500 S.F.                                             | 475.00   |                                                 |
| - Structure 500 S.F. To 14,999 S.F.                                        | 1,200.00 |                                                 |
| - Structure 15,000 S.F. To 100,000 S.F.                                    | 1,860.00 |                                                 |
| - Structure Over 100,000 S.F.                                              | 2,665.00 |                                                 |
| - Single-Family Residential Or Manufactured/Mobile Home - Per Plan Type    | 440.00   |                                                 |
| Business Occupancy Permit (BOP)                                            | 230.00   | Includes Fire Inspection                        |
| Bop Waiver                                                                 | 20.00    |                                                 |
| Code Amendment                                                             | 7,500.00 |                                                 |
| Code Interpretation                                                        | -        |                                                 |
| - Director                                                                 | 75.00    |                                                 |
| - Design Review Committee Or Planning Commission                           | 400.00   |                                                 |
| Conditional Use Permit                                                     | 3,000.00 |                                                 |
| Development Agreement                                                      |          | actual cost; subject to City specified deposit  |
| Extension. Administrative                                                  | 115.00   |                                                 |
| Environmental Document (EIR/MD/MND)                                        | At Cost  |                                                 |
| Environmental Assessment (Initial Study)                                   | 1,400.00 | (At cost + 15% admin fee if by consultant)      |
| Fence Permit (Non-Drc)                                                     | 20.00    |                                                 |
| General Plan Amendment                                                     |          | actual cost; subject to City specified deposit  |
| <b>Historic Preservation</b>                                               |          |                                                 |
| Cert Of Appropriateness - Minor                                            | 35.00    |                                                 |
| Cert Of Appropriateness - Major                                            | 190.00   |                                                 |
| Cert Of Hardship                                                           | 100.00   |                                                 |
| Special Review Of Potential Resource                                       | -        |                                                 |
| Historic Preservation Amendment                                            | 1,200.00 |                                                 |
| Home Occupation Permit (Business License)                                  | 20.00    |                                                 |
| Landscape & Irrigation Plan Review                                         | 335.00   |                                                 |
| Lot Line Adjustment                                                        | 289.00   |                                                 |
| Lot Merger                                                                 | 370.00   |                                                 |
| Minor Modification Of Entitlement                                          | 130.00   |                                                 |
| Modification Of Entitlement - With Hearing                                 | 675.00   |                                                 |
| Modification Of Entitlement - With No Hearing (DRC Or PC)                  | 460.00   |                                                 |
| Preliminary Parcel Map                                                     | 1,150.00 |                                                 |
| Pre-Application Review (Distribution For Comment & Meeting With Applicant) | 300.00   | deposit (charged per 1/2 hour)                  |
| Public Hearing Noticing (Independent Or Re-Advertise)                      | 120.00   | Or publication cost, whichever is higher        |
| Sign Design Review (Drc)                                                   | 290.00   |                                                 |
| Sign Permit                                                                | 125.00   |                                                 |

**CITY OF COLTON  
MASTER**

**RESOLUTION R-05-13  
EXHIBIT A**

| <b>Service Title</b>                                                                                                                    | <b>Fee</b>                                        | <b>Unit</b>            |
|-----------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|------------------------|
| Sign Permit (Temporary)                                                                                                                 | -                                                 |                        |
| Sign Program Review                                                                                                                     | 237.00                                            |                        |
|                                                                                                                                         | actual cost; subject to City specified deposit    |                        |
| Specific Plan Amendment                                                                                                                 |                                                   |                        |
| <b>Tentative Tract Map (Vesting or Non-Vesting)</b>                                                                                     |                                                   |                        |
| 5 To 29 Parcels                                                                                                                         | 2,000.00                                          |                        |
| 30 To 99 Parcels                                                                                                                        | 2,500.00                                          |                        |
| 100+ Parcels Or PUD                                                                                                                     | 3,000.00                                          |                        |
| Time Extension Of Entitlement (DRC or PC)                                                                                               | 366.00                                            |                        |
| Time Extension Of Entitlement (PC)                                                                                                      | 366.00                                            |                        |
| Variance                                                                                                                                | -                                                 |                        |
| Major                                                                                                                                   | 1,200.00                                          |                        |
| Minor                                                                                                                                   | 400.00                                            |                        |
|                                                                                                                                         | actual cost; subject to City specified deposit    |                        |
| Zone Change                                                                                                                             |                                                   |                        |
| Zoning Interpretation Letter                                                                                                            | 200.00                                            |                        |
| Zoning Confirmation Letter                                                                                                              | 35.00                                             |                        |
| Zone Map (1,000 Scale, Color)                                                                                                           | At Cost                                           |                        |
| Building Permit Issuance (Administrative Charges)                                                                                       | 66.32                                             |                        |
| Building Permit                                                                                                                         | 97 UAC Table 3-A + Outside Department Charges     | +15% admin fee         |
| Sign                                                                                                                                    | 97 UAC Table 3-A                                  | +15% admin fee         |
| Building Plan Check                                                                                                                     | 75% of Building Permit fee + Outside Dept charges |                        |
| Demolition Permit (Building referral)                                                                                                   | 255.00                                            | includes 15% admin fee |
| Electrical Permit Fees                                                                                                                  | 97 UAC Table 3C +15% admin fee                    |                        |
| Solar Panel Installation Residential                                                                                                    | 100.00                                            |                        |
| Mechanical Permit                                                                                                                       | 97 UAC Table 3C + 15%                             |                        |
| Residential HVAC Change Out - Or New                                                                                                    | 100.00                                            | includes 15% admin fee |
| Electric Service Panel                                                                                                                  | 100.00                                            | includes 15% admin fee |
| Plumbing Permit Fees                                                                                                                    | 97 UAC Table 3-D + 15%                            |                        |
| Sewer Line Replacement                                                                                                                  | 100.00                                            | includes 15% admin fee |
| Water Heater Replacement                                                                                                                | 100.00                                            | Includes 15% admin fee |
| <b>Energy Fees</b>                                                                                                                      |                                                   |                        |
| Residential                                                                                                                             | \$28.00 Per 1,000 SF                              |                        |
| Commercial, Industrial                                                                                                                  | \$0.04 Per Building SF (\$30 Min)                 |                        |
| Computer Fees                                                                                                                           | \$0.039 per SF                                    |                        |
| Disable Access Fee                                                                                                                      | \$0.05 per Building SF                            |                        |
| Archive                                                                                                                                 | 10.00                                             |                        |
| Inspections Outside Of Normal Business Hours                                                                                            | Total hourly cost + 15% admin                     |                        |
| Inspections For Which No Fee Is Specifically Indicated                                                                                  | Total hourly cost + 15% admin                     |                        |
| Plan Review- Not Covered By Valuation Based Projects                                                                                    | Total hourly cost + 15% admin                     |                        |
| Additional Plan Review Required By Changes, Additions Or Revisions To Plans Or To Plans For Which An Initial Review Has Been Completed. | Total hourly cost + 15% admin                     |                        |
| Reinspection Fees ( Minimum 1 Hour Each)                                                                                                | Total hourly cost + 15% admin                     |                        |

| Service Title                                       | Fee                                                  | Unit     |
|-----------------------------------------------------|------------------------------------------------------|----------|
| <b>Fire Department:</b>                             |                                                      |          |
| <b>Checks &amp; Inspections Fees</b>                |                                                      |          |
| Weed Abatement Administration                       | 133.00                                               |          |
| Business Occupancy Inspection Fee                   | \$98.00 per inspection                               |          |
| Confined Space Permit                               | \$355 per year                                       |          |
| Fireworks Booth Program                             | 100.00                                               |          |
| Special Services Cost Recovery                      | Actual Staff costs                                   |          |
| Fire Suppression Cost Recovery                      | Actual Staff costs including<br>administrative costs |          |
| Emergency Response Cost Recovery                    | Actual Staff costs                                   |          |
| Fire Dept. New Construction Plan Check              | Actual Staff costs                                   |          |
| Fire Dept. Building Permit                          | Actual Staff costs                                   |          |
| New Residential Developments                        | Actual Staff costs                                   |          |
| Special Request Inspections                         | Actual Staff costs                                   |          |
| Fire Flow Test                                      | Actual Staff costs                                   |          |
| State License Facilities                            | Actual Staff costs                                   |          |
| Fireworks Displays                                  | 250.00                                               |          |
| Environmental Site Review                           | 250.00                                               |          |
| Medical Gas System Review                           | 250.00                                               |          |
| Compressed Gas System                               | 250.00                                               |          |
| Industrial Refrigeration                            | 250.00                                               |          |
| Above Ground Fuel Storage                           | 200.00                                               |          |
| Fire/Life Safety Plan Check                         | 97 UAC Table 3-A                                     |          |
| Fire/Life Safety Re-Inspections                     | 100.00                                               |          |
| <b>Hazardous Materials &amp; Waste Related Fees</b> |                                                      |          |
| Annual Fire Permit - Less Hazardous Occupancies     | 100.00                                               |          |
| Annual Fire Permit - Hazardous Occupancies          | 200.00                                               |          |
| Annual Fire Permit - Hazardous Material Storage Fee | 200.00                                               | per tank |

**B. California Vehicle Code Parking Violation Fines – 11 City Survey with Average**

| VC Parking    | Description                              | Chino | Chino Hills | Corona | Fontana | Pomona | Ontario | Redlands | Rialto | Riverside | Sn. Bndo. | Victorville | <b>Average</b> | Colton | <b>Proposed</b> |
|---------------|------------------------------------------|-------|-------------|--------|---------|--------|---------|----------|--------|-----------|-----------|-------------|----------------|--------|-----------------|
| 4000(a)       | Expired registration                     | 75    | 200         | 55     | 137     | 74.5   | 67.5    | 135      | 136    | 116       |           | 140         | <b>114</b>     | 136    | <b>135</b>      |
| 4463(a)(1)    | False tabs displayed                     |       |             | 41     |         | 44.5   | 67.5    | 35       |        | 76        |           |             | <b>53</b>      |        | <b>50</b>       |
| 5200          | License plate required                   | 145   | 114         | 25     | 78      | 44.5   | 67.5    | 35       | 76     | 76        | 58        | 82          | <b>73</b>      | 30     | <b>75</b>       |
| 5204(a)       | Current tabs required                    | 75    | 114         | 25     | 78      | 44.5   | 67.5    | 80       | 60     | 76        | 58        | 82          | <b>69</b>      |        | <b>75</b>       |
| 22500(a)      | Parking in intersection                  | 35    |             | 25     | 25      | 54.5   | 37.5    | 35       | 35     | 41        |           | 30          | <b>35</b>      | 20     | <b>40</b>       |
| 22500(b)      | Parking on crosswalk                     | 35    | 43          | 25     | 100     | 54.5   | 42      | 35       | 55     |           |           | 30          | <b>47</b>      | 20     | <b>50</b>       |
| 22500(c)      | Parking within safety zone               |       |             |        | 25      | 54.5   | 42      | 35       | 25     |           |           | 30          | <b>35</b>      | 20     | <b>50</b>       |
| 22500(d)      | Parking w/i 15' of Fire Station driveway | 35    | 58          |        | 25      | 54.5   | 67.5    | 35       | 50     | 46        |           | 30          | <b>45</b>      | 20     | <b>50</b>       |
| 22500(e)      | Parked blocking driveway                 | 35    |             | 25     | 50      | 54.5   | 42      | 35       | 35     |           |           | 30          | <b>38</b>      | 35     | <b>40</b>       |
| 22500(f)      | Parking on sidewalk                      | 35    | 43          | 25     | 50      | 54.5   | 42      | 35       | 35     |           |           | 30          | <b>39</b>      | 20     | <b>40</b>       |
| 22500(g)      | Parked alongside/opposite excavation     | 35    |             |        | 25      | 54.5   |         | 35       |        |           |           | 30          | <b>36</b>      | 20     | <b>40</b>       |
| 22500(h)      | Parking on roadway side other vehicle    | 35    |             | 25     | 25      | 54.5   | 37.5    | 35       | 35     | 41        |           | 30          | <b>35</b>      | 20     | <b>50</b>       |
| 22500(i)      | Parking blocking bus stop w/red curb     | 35    | 43          | 27     | 100     | 54.5   | 67.5    | 35       |        | 41        |           | 255         | <b>73</b>      |        | <b>75</b>       |
| 22500(k)      | Parking on a bridge                      | 35    |             |        |         | 54.5   |         | 35       | 25     |           |           | 80          | <b>46</b>      | 20     | <b>50</b>       |
| 22500(l)      | Parked blocking wheelchair access        |       |             |        |         |        | 317.5   | 35       | 35     | 341       |           | 255         | <b>197</b>     | 250    | <b>250</b>      |
| 22500.1       | Parking in a designated Fire Lane        |       |             |        | 100     | 87     | 67.5    | 80       | 55     | 46        | 93        | 70          | <b>75</b>      | 50     | <b>75</b>       |
| 22502(a)      | Parked facing wrong direction or > 18"   |       | 50          | 25     | 50      | 54.5   | 37.5    | 35       | 55     | 41        | 43        | 30          | <b>42</b>      | 20     | <b>40</b>       |
| 22505(b)      | Parking in viol. of DOT restrictions     |       |             | 25     | 50      |        | 42      | 35       |        | 41        |           | 70          | <b>44</b>      | 30     | <b>40</b>       |
| 22507.8(a)    | Parked in disabled parking w/o Placard   | 300   |             | 325    | 500     | 413    | 317.5   | 375      | 300    | 341       |           | 280         | <b>350</b>     | 350    | <b>350</b>      |
| 22507.8(b)    | Parked blocking disabled parking stall   | 300   |             |        | 275     | 413    | 317.5   | 375      | 300    | 341       |           | 280         | <b>325</b>     | 350    | <b>350</b>      |
| 22507.8(c)(1) | Parked on disabled stall boundaries      | 300   |             |        | 275     | 413    | 317.5   | 375      | 300    | 341       |           | 280         | <b>325</b>     | 350    | <b>350</b>      |
| 22507.8(c)(2) | Parked on disabled crosshatched lines    | 300   |             |        | 275     | 413    | 317.5   | 375      | 300    | 341       |           | 280         | <b>325</b>     | 350    | <b>350</b>      |
| 22514         | Parked w/i 15' of fire hydrant           | 50    |             | 25     | 100     | 54.5   | 67.5    | 80       | 50     | 46        | 93        | 30          | <b>60</b>      | 20     | <b>50</b>       |
| 22523(a)      | Abandon vehicle on highway               |       |             | 25     |         |        | 50      | 35       | 25     | 41        |           | 105         | <b>47</b>      | 30     | <b>50</b>       |

### C. City of Colton Municipal Code Parking Violation Fines – Current and Proposed

| Colton Mun. Code  | Description                                                         | Current | Proposed |
|-------------------|---------------------------------------------------------------------|---------|----------|
| 10.04.010 9.6     | Repairing or Greasing Vehicles on Public Streets                    | 35      | 40       |
| 10.04.010 9.7     | Washing or Polishing Vehicles on Public Streets                     | 35      | 40       |
| 10.04.010 11.3    | Parked in a Loading Zone                                            | 35      | 40       |
| 10.04.010 11.5    | Parked in an alley                                                  | 35      | 40       |
| 10.04.010 12.1    | Advertising Vehicle Operated in Traffic District                    | 35      | 40       |
| 10.04.060 9.1     | Stopping or Standing in Parkways                                    | 35      | 40       |
| 10.04.070 9.2     | Pedestrians to use Crosswalks in Business District                  | 35      | 50       |
| 10.04.075 9.3a    | No Parking in Divisional Island                                     | 35      | 50       |
| 10.04.075 9.3b    | No Parking within Crosswalks or Intersections                       | 35      | 50       |
| 10.04.075 9.3d    | No Parking where Posted or Red Curbs                                | 35      | 50       |
| 10.04.075 9.3e    | No Parking on Railroad Tracks                                       | 35      | 50       |
| 10.04.075 9.3f    | No Parking where it Constitutes a Traffic Hazard                    | 35      | 50       |
| 10.04.075 9.3g    | No Parking where posted Temporary signs after 24 hrs.               | 35      | 40       |
| 10.04.075 9.3k    | No Parking within 50' of Intersection (except passenger vehicles)   | 35      | 100      |
| 10.04.075 9.3l    | No Parking on Front or Side of Yard                                 | 35      | 40       |
| 10.04.075 9.3m    | No Parking on Private Property without Permission                   | 35      | 40       |
| 10.04.075 9.3n    | No Parking on City Property without Permission                      | 35      | 40       |
| 10.4.080 9.11     | Vendors parked within 300' of School during School or 30 min. after | 35      | 50       |
| 10.04.090 10      | No Parking at Green Curb exceeding 24 min                           | 35      | 40       |
| 10.04.100 10.2    | No Parking where Posted exceeding 1 hour                            | 35      | 40       |
| 10.04.105 10.9    | No Parking Residential District by Truck Tractors or Trailers       | 35      | 100      |
| 10.04.107 12.3(b) | Commercial Trucks driving off Truck Route                           |         | 100      |

D. City of Colton Proposed Fine Amounts for California Vehicle Code and City of Colton Municipal Code Parking Violations

| Code Section                   | Description                                                         | Current Fine | Proposed Fine | % Change | % Avg Chg |
|--------------------------------|---------------------------------------------------------------------|--------------|---------------|----------|-----------|
| <i>California Vehicle Code</i> |                                                                     |              |               |          |           |
| 4000(a)                        | Expired registration                                                | 136          | 135           | -0.7%    |           |
| 4463(a)(1)                     | False tabs displayed                                                |              | 50            | 100.0%   |           |
| 5200                           | License plate required                                              | 30           | 75            | 150.0%   |           |
| 5204(a)                        | Current tabs required                                               |              | 75            | 100.0%   |           |
| 22500(a)                       | Parking in intersection                                             | 20           | 40            | 100.0%   |           |
| 22500(b)                       | Parking on crosswalk                                                | 20           | 50            | 150.0%   |           |
| 22500(c)                       | Parking within safety zone                                          | 20           | 50            | 150.0%   |           |
| 22500(d)                       | Parking w/ 15' of Fire Station driveway                             | 20           | 50            | 150.0%   |           |
| 22500(e)                       | Parked blocking driveway                                            | 35           | 40            | 14.3%    |           |
| 22500(f)                       | Parking on sidewalk                                                 | 20           | 40            | 100.0%   |           |
| 22500(g)                       | Parked alongside/opposite excavation                                | 20           | 40            | 100.0%   |           |
| 22500(h)                       | Parking on roadway side other vehicle                               | 20           | 50            | 150.0%   |           |
| 22500(i)                       | Parking blocking bus stop w/red curb                                |              | 75            | 100.0%   |           |
| 22500(k)                       | Parking on a bridge                                                 | 20           | 50            | 150.0%   |           |
| 22500(l)                       | Parked blocking wheelchair access                                   | 250          | 250           | 0.0%     |           |
| 22500.1                        | Parking in a designated Fire Lane                                   | 50           | 75            | 50.0%    |           |
| 22502(a)                       | Parked facing wrong direction or > 18"                              | 20           | 40            | 100.0%   |           |
| 22505(b)                       | Parking in viol. of DOT restrictions                                | 30           | 40            | 33.3%    |           |
| 22507.8(a)                     | Parked in disabled parking w/o Placard                              | 350          | 350           | 0.0%     |           |
| 22507.8(b)                     | Parked blocking disabled parking stall                              | 350          | 350           | 0.0%     |           |
| 22507.8(c)(1)                  | Parked on disabled stall boundaries                                 | 350          | 350           | 0.0%     |           |
| 22507.8(c)(2)                  | Parked on disabled crosshatched lines                               | 350          | 350           | 0.0%     |           |
| 22514                          | Parked w/ 15' of fire hydrant                                       | 20           | 50            | 150.0%   |           |
| 22523(a)                       | Abandon vehicle on highway                                          | 30           | 50            | 66.7%    | 79.7%     |
| <i>Colton Municipal Code</i>   |                                                                     |              |               |          |           |
| 10.04.010 9.6                  | Repairing or Greasing Vehicles on Public Streets                    | 35           | 40            | 14.3%    |           |
| 10.04.010 9.7                  | Washing or Polishing Vehicles on Public Streets                     | 35           | 40            | 14.3%    |           |
| 10.04.010 11.3                 | Parked in a Loading Zone                                            | 35           | 40            | 14.3%    |           |
| 10.04.010 11.5                 | Parked in an alley                                                  | 35           | 40            | 14.3%    |           |
| 10.04.010 12.1                 | Advertising Vehicle Operated in Traffic District                    | 35           | 40            | 14.3%    |           |
| 10.04.060 9.1                  | Stopping or Standing in Parkways                                    | 35           | 40            | 14.3%    |           |
| 10.04.070 9.2                  | Pedestrians to use Crosswalks in Business District                  | 35           | 50            | 42.9%    |           |
| 10.04.075 9.3a                 | No Parking in Divisional Island                                     | 35           | 50            | 42.9%    |           |
| 10.04.075 9.3b                 | No Parking within Crosswalks or Intersections                       | 35           | 50            | 42.9%    |           |
| 10.04.075 9.3d                 | No Parking where Posted or Red Curbs                                | 35           | 50            | 42.9%    |           |
| 10.04.075 9.3e                 | No Parking on Railroad Tracks                                       | 35           | 50            | 42.9%    |           |
| 10.04.075 9.3f                 | No Parking where it Constitutes a Traffic Hazard                    | 35           | 50            | 42.9%    |           |
| 10.04.075 9.3g                 | No Parking where posted Temporary signs after 24 hrs.               | 35           | 40            | 14.3%    |           |
| 10.04.075 9.3k                 | No Parking within 50' of Intersection (except passenger vehicles)   | 35           | 100           | 185.7%   |           |
| 10.04.075 9.3l                 | No Parking on Front or Side of Yard                                 | 35           | 40            | 14.3%    |           |
| 10.04.075 9.3m                 | No Parking on Private Property without Permission                   | 35           | 40            | 14.3%    |           |
| 10.04.075 9.3n                 | No Parking on City Property without Permission                      | 35           | 40            | 14.3%    |           |
| 10.4.080 9.11                  | Vendors parked within 300' of School during School or 30 min. after | 35           | 50            | 42.9%    |           |
| 10.04.090 10                   | No Parking at Green Curb exceeding 24 min                           | 35           | 40            | 14.3%    |           |
| 10.04.100 10.2                 | No Parking where Posted exceeding 1 hour                            | 35           | 40            | 14.3%    |           |
| 10.04.105 10.9                 | No Parking Residential District by Truck Tractors or Trailers       | 35           | 100           | 185.7%   |           |
| 10.04.107 12.3(b)              | Commercial Trucks driving off Truck Route                           | 35           | 100           | 100.0%   | 42.9%     |



**Exhibit A. Resolution R-48-16**

|                                | <b>Service Title</b>                                                | <b>Fee \$</b>  |
|--------------------------------|---------------------------------------------------------------------|----------------|
|                                | License for dogs not spayed or neutered                             | 100            |
|                                | License for dogs spayed or neutered                                 | 12             |
|                                | (Seniors) License for dogs not spayed or neutered                   | 50             |
|                                | (Seniors) License for dogs spayed or neutered                       | 6              |
|                                | Animal home quarantine                                              | 50             |
|                                | Animal shelter quarantine                                           | 10 per day     |
|                                |                                                                     |                |
| <b>Code Section</b>            | <b>Description</b>                                                  | <b>Fine \$</b> |
| <i>California Vehicle Code</i> |                                                                     |                |
| 4000(a)                        | Expired registration                                                | 135            |
| 4463(a)(1)                     | False tabs displayed                                                | 50             |
| 5200                           | License plate required                                              | 75             |
| 5204(a)                        | Current tabs required                                               | 75             |
| 22500(a)                       | Parking in intersection                                             | 40             |
| 22500(b)                       | Parking on crosswalk                                                | 50             |
| 22500(c)                       | Parking within safety zone                                          | 50             |
| 22500(d)                       | Parking w/i 15' of Fire Station driveway                            | 50             |
| 22500(e)                       | Parked blocking driveway                                            | 40             |
| 22500(f)                       | Parking on sidewalk                                                 | 40             |
| 22500(g)                       | Parked alongside/opposite excavation                                | 40             |
| 22500(h)                       | Parking on roadway side other vehicle                               | 50             |
| 22500(i)                       | Parking blocking bus stop w/red curb                                | 75             |
| 22500(k)                       | Parking on a bridge                                                 | 50             |
| 22500(l)                       | Parked blocking wheelchair access                                   | 250            |
| 22500.1                        | Parking in a designated Fire Lane                                   | 75             |
| 22502(a)                       | Parked facing wrong direction or > 18"                              | 40             |
| 22505(b)                       | Parking in viol. of DOT restrictions                                | 40             |
| 22507.8(a)                     | Parked in disabled parking w/o Placard                              | 350            |
| 22507.8(b)                     | Parked blocking disabled parking stall                              | 350            |
| 22507.8(c)(1)                  | Parked on disabled stall boundaries                                 | 350            |
| 22507.8(c)(2)                  | Parked on disabled crosshatched lines                               | 350            |
| 22514                          | Parked w/i 15' of fire hydrant                                      | 50             |
| 22523(a)                       | Abandon vehicle on highway                                          | 50             |
|                                |                                                                     |                |
| <i>Colton Municipal Code</i>   |                                                                     |                |
| 10.04.010 9.6                  | Repairing or Greasing Vehicles on Public Streets                    | 40             |
| 10.04.010 9.7                  | Washing or Polishing Vehicles on Public Streets                     | 40             |
| 10.04.010 11.3                 | Parked in a Loading Zone                                            | 40             |
| 10.04.010 11.5                 | Parked in an alley                                                  | 40             |
| 10.04.010 12.1                 | Advertising Vehicle Operated in Traffic District                    | 40             |
| 10.04.060 9.1                  | Stopping or Standing in Parkways                                    | 40             |
| 10.04.070 9.2                  | Pedestrians to use Crosswalks in Business District                  | 50             |
| 10.04.075 9.3a                 | No Parking in Divisional Island                                     | 50             |
| 10.04.075 9.3b                 | No Parking within Crosswalks or Intersections                       | 50             |
| 10.04.075 9.3d                 | No Parking where Posted or Red Curbs                                | 50             |
| 10.04.075 9.3e                 | No Parking on Railroad Tracks                                       | 50             |
| 10.04.075 9.3f                 | No Parking where it Constitutes a Traffic Hazard                    | 50             |
| 10.04.075 9.3g                 | No Parking where posted Temporary signs after 24 hrs.               | 40             |
| 10.04.075 9.3k                 | No Parking within 50' of Intersection (except passenger vehicles)   | 100            |
| 10.04.075 9.3l                 | No Parking on Front or Side of Yard                                 | 40             |
| 10.04.075 9.3m                 | No Parking on Private Property without Permission                   | 40             |
| 10.04.075 9.3n                 | No Parking on City Property without Permission                      | 40             |
| 10.4.080 9.11                  | Vendors parked within 300' of School during School or 30 min. after | 50             |
| 10.04.090 10                   | No Parking at Green Curb exceeding 24 min                           | 40             |
| 10.04.100 10.2                 | No Parking where Posted exceeding 1 hour                            | 40             |
| 10.04.105 10.9                 | No Parking Residential District by Truck Tractors or Trailers       | 100            |
| 10.04.107 12.3(b)              | Commercial Trucks driving off Truck Route                           | 100            |



## STAFF REPORT

DATE: JUNE 7, 2016  
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
 FROM: BILL SMITH, CITY MANAGER  
 PREPARED BY: TIM McHARGUE, FIRE CHIEF  
 SUBJECT: FIRE DEPARTMENT FEE UPDATE

### RECOMMENDED ACTION

It is recommended that the City Council approve the updated Fire Department Fee Schedule.

### BACKGROUND

In 2011, the City undertook a comprehensive User Fee Study with a consultant to review and update fees city-wide. Through an 18 month timeframe, all fees were reviewed and assessed based on expenditures and comparable fees with neighboring, similarly sized cities. On February 19, 2013, City Council adopted Resolution R-05-13, which created a new Master Fee Schedule updating all fees city-wide.

### ISSUES/ANALYSIS

Since the adoption of Resolution R-05-13, costs to provide services by the Fire Department have increased with no increase in fees collected. With the rising costs of supplies and equipment and the increase in salaries, updated fees are necessary to meet the same service levels. Additionally, through the Fiscal Year 2015-2016 budget process, Departments were encouraged to seek enhanced cost recovery.

The adoption of a new fee schedule includes all services and programs reviewed by Wildan Financial Services in 2012. The process to assess fees was to adjust the hourly-dependent fees by the percentage salary and cost of living increase (3.8%) in staff costs. Additionally, it is proposed that fire suppression and emergency response cost recovery be tied to actual staff, supply, and equipment loss or damage costs. Vehicle and administrative costs (currently 20%) are tied to the annually updated Agreement for Local Government Fire and Emergency Assistance, also known as the California Fire Assistance Agreement (CFAA).

Some fees are recommended to remain the same to assist in development and business growth in the City.

**FISCAL IMPACTS**

The potential revenue is conservatively estimated to increase 3.8% in some fees.

**ALTERNATIVES**

1. Provide alternative direction to staff.

**ATTACHMENTS**

1. Exhibit 'A'
2. Resolution R-49-16.

## **Exhibit A**

Proposed Fire Fees 2016

# PROPOSED FIRE FEES 2016

## Checks & Inspections

| FEE TITLE                              | CURRENT FEE                                                    | RECOMMENDED FEE                                                | PERCENT CHANGE |
|----------------------------------------|----------------------------------------------------------------|----------------------------------------------------------------|----------------|
| Weed Abatement Administration          | \$133.00                                                       | \$138.00                                                       | 3.8% increase  |
| Business Occupancy Inspection Fee      | \$98.00 per inspection                                         | \$98.00 per inspection                                         | No Change      |
| Confined Space Permit                  | \$355 per year                                                 | \$368.00                                                       | 3.8% increase  |
| Fireworks Booth Inspection             | \$100.00                                                       | \$100.00                                                       | No Change      |
| Special Services Cost Recovery         | Actual Staff Costs                                             | *Actual Staff, Equipment, Administrative and Supply Costs      | *See Below     |
| Fire Suppression Cost Recovery         | Actual Staff costs including Administrative Costs              | *Actual Staff, Equipment, Administrative and Supply Costs      | *See Below     |
| Emergency Response Cost Recovery       | Actual Staff Costs                                             | *Actual Staff, Equipment, Administrative and Supply Costs      | *See Below     |
| Fire Dept. New Construction Plan Check | 25% of Building Permit Fee (Assessed by Community Development) | 25% of Building Permit Fee (Assessed by Community Development) | No Change      |
| Fire Dept. Building Permit             | 5% of Permit Fee (Assessed by Community Development)           | 5% of Permit Fee (Assessed by Community Development)           | No Change      |
| New Residential Developments           | Actual Staff Costs                                             | Actual Staff Costs                                             | No Change      |
| Special Request Inspection             | Actual Staff Costs                                             | Actual Staff Costs                                             | No Change      |
| Fire Flow Test                         | Actual Staff Costs                                             | Actual Staff Costs                                             | No Change      |
| State License Facilities               | Actual Staff Costs                                             | Actual Staff Costs                                             | No Change      |
| Fireworks Displays                     | \$250.00                                                       | \$260.00                                                       | 3.8% increase  |
| Environmental Site Review              | \$250.00                                                       | \$260.00                                                       | 3.8% increase  |
| Medical Gas System Review              | \$250.00                                                       | \$260.00                                                       | 3.8% increase  |
| Compressed Gas System                  | \$250.00                                                       | \$260.00                                                       | 3.8% increase  |
| Industrial Refrigeration               | \$250.00                                                       | \$260.00                                                       | 3.8% increase  |
| Above Ground Fuel Storage              | \$200.00                                                       | \$208.00                                                       | 3.8% increase  |
| Fire/Life Safety Plan Check            | **UAC Table 3-A                                                | **UAC Table 3-A                                                | No Change      |
| Fire/Life Safety Re-Inspections        | \$100.00                                                       | \$104.00                                                       | 3.8% increase  |

\*Based on the most recent California Fire Assistance Agreement; 2015 Administrative Fee is 0.20102%

\*\*Uniform Administrative Code

# PROPOSED FIRE FEES 2016

## HAZARDOUS MATERIALS & OCCUPANCIES PERMIT FEES

| FEE TITLE                                             | CURRENT FEE       | RECOMMENDED FEE   | PERCENT CHANGE |
|-------------------------------------------------------|-------------------|-------------------|----------------|
| Annual Fire Permit                                    | \$100.00          | \$104.00          | 3.8% increase  |
| Less Hazardous Occupancies                            |                   |                   |                |
| Annual Fire Permit<br>Hazardous Occupancies           | \$200.00          | \$208.00          | 3.8% increase  |
| Annual Fire Permit<br>Hazardous Materials Storage Fee | \$200.00 per tank | \$208.00 per tank | 3.8% increase  |



- 1 Above Ground Fuel Storage
- 2 Annual Fire Permit
- 3 Annual Fire Permit
- 4 Annual Fire Permit
- 5 Compressed Gas System
- 6 Confined Space Permit
- 7 Confined Space Permit
- 8 Emergency Response Cost Recovery
- 9 Environmental Site Review
- 10 Fire Suppression Cost Recovery
- 11 Fire/Life Safety Re-Inspections
- 12 Fireworks Displays
- 13 Hazardous Materials Storage Fee
- 14 Hazardous Occupancies
- 15 Industrial Refrigeration
- 16 Less Hazardous Occupancies
- 17 Medical Gas System Review
- 18 Special Services Cost Recovery
- 19 Weed Abatement Administration

23 **SECTION 3 Supporting Evidence & Study.** The adoption of this Resolution is based  
24 on adjustments to the hourly-dependent fees by the percentage salary and cost of living increase  
25 (3.8%) in staff costs. Additionally, fire suppression and emergency response cost recovery are  
26 based on actual staff, supply, and equipment loss or damage costs. Vehicle and administrative  
27 costs are based on the annually updated Agreement for Local Government Fire and Emergency  
28

1 Assistance, also known as the California Fire Assistance Agreement.

2           **SECTION 5. Effective Date of Resolution.** The Mayor shall sign this Resolution and  
3 the City Clerk shall attest thereto, and thereafter this Resolution shall take effect immediately.

4  
5           The new fees are hereby approved, adopted and incorporated herein.

6  
7           **PASSED, APPROVED AND ADOPTED** this 7<sup>th</sup> day of June, 2016.

8  
9  
10 ATTEST:

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

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

## **Exhibit A**

Proposed Fire Fees 2016

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