



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, NOVEMBER 15, 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)
 Case Name: Ronald J. Collins v. City of Colton, Jack Morenberg, et al.

Case Number: San Bernardino County Superior Court Case No. CIVDS 1501669;
US District Court, Central District, Case No. 5:15-CV-01771-CAS(KKx)

B. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

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

Case Name: Raymundo Rodriguez & Adriel Guitron v. City of Colton, et al.

Case Number: USDC Case No. CV-00303-SGL-OP;

US Court of Appeals, 9th Circuit, Case No. 09-55149

C. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code Section 54957.6

Agency designated representatives: Elvie Balderrama, Human Resources Director

Employee Groups: General Unit, Mid-Management Unit, Confidential Group, Colton Police

Officers Association, Colton Police Management Association, Colton Police Dispatchers

Association, Colton Fire Association; International Brotherhood of Electrical Workers (IBEW),

Water and Wastewater

D. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to Government Code section 54957(b)

Title: Executive Administrator to the Mayor and City Council

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 Reverend Jonathon Florez

FLAG SALUTE

ROLL CALL

CEREMONIAL MATTERS *Presentations, Awards, Proclamations*

- Recognition - Employees Retiring at the end of the Year 2016
 - Rosemarie Gonzales, Customer Service - 28 years
 - Alan Sork, Fire Department - 25 years
 - Alonso Garcia, Public Works - 30 years

- Presentation - Donation of Fire Department t-shirt sales to Susan G. Komen Foundation for cancer research

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 August 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 November 1, 2016 on File in the Office of the City Clerk. **[City Clerk Padilla]**
- (2) Warrants – Approval of Payable Warrants dated 10/13/2016 and totaling \$36,399.42; voucher numbers 159086 to 159228 dated 10/27/2016 and totaling \$1,710,742.96; voucher numbers 159229 to 159374 dated 11/03/2016 and totaling \$2,950,299.63 and a payroll disbursement listing for the period 10/08/2016 to 10/21/2016 and totaling \$757,010.53. **[Staff Person: S. Dabbs]**
- (3) Disposition of Surplus Item and Sale to Council Member Bennett – It is recommended that the City Council declare as surplus a table-top, decorative water fountain, which was a gift to the City Council from Colton’s Sister City in Mexico, during the active period of the Sister City Program. It is further recommended that this item be purchased by Council Member Bennett in the amount of \$1.00. **[Staff Person: B. Smith]**
- (4) Side Letter Agreement/CPOA - Authorize the City Manager to enter into a side letter agreement with the Colton Police Officers Association (CPOA) to amend Section 2 of the MOU regarding holiday accrual and use. **[Staff Person: E. Balderrama]**
- (5) Side Letter Agreement/CPMA - Authorize the City Manager to enter into a side letter agreement with the Colton Police Management Association (CPMA) to amend Section 1 Vacation to include vacation buy back language and Section 2 of the MOU regarding holiday accrual. **[Staff Person: E. Balderrama]**
- (6) Amendment No. 1 with Development Management Group, Inc. – Approve Amendment No. 1 with Development Management Group, Inc. for Economic Development Consulting Services. **[Staff Person: A. Morgan]**
- (7) Short Term Lease Agreement with Ed Berki – Adopt a Resolution approving a short term Lease agreement with Ed Berki for the property located at 1595 Valley Boulevard, Colton, **RESOLUTION NO. R-111-16.** **[Staff Person: A. Morgan]**
- (8) Professional Services Agreement with Criterion Automation – Approve a second amendment to the City’s existing Professional Services Agreement with Criterion Automation in an additional amount not to exceed \$50,000 for an ongoing Water and Wastewater Supervisory Control and Data Acquisition (SCADA) System Maintenance, retrofit and upgrade services, with the total aggregate amount not to exceed \$77,000. **[Staff Person: D. Kolk]**
- (9) Purchase of Two Electric Vehicles – Waive the formal bidding process and authorize the City of Colton to piggyback on the State of California’s bid award for the purchase of two new Nissan Leaf Electric Vehicles for the total amount of \$48,209.18 in accordance with Colton Municipal Code 3.08.140(c). **[Staff Person: D. Kolk]**
- (10) Award of Contract to Inland Empire Landscape – Approve a Resolution to amend FY 2016-17 Lighting Maintenance Assessment Districts 1 and 2 (LLMD 1 and 2) to increase the expenditure in the amount of \$23,652; Approve the award of maintenance services agreement for the LLMD 1

and 2 to Inland Empire Landscape for FY 2016-17, in the amount not-to-exceed \$102,652 from December 1, 2016 to June 30, 2017, and authorize the City Manager to execute the contract documents; Authorize the City Manager to exercise the renewal option to extend the agreement for FY 2017-18, with a monthly cost of \$14,664.53 (\$175,974.36 for the period July 1, 2017 through June 30, 2018) if the City is satisfied with the Contractor's performance, **RESOLUTION NO. R-112-16. [Staff Person: D. Kolk]**

- (11) Laurel Grade Separation Project- Temporary Truck Route - Approve a Resolution amending the FY16-17 Capital Improvement Program (CIP) budget increasing account #451-1103-6987-3890 in the amount of \$26,070 to restore the traffic signal and striping that were modified to serve as a temporary truck route during construction of Laurel Grade Separation Project, **RESOLUTION NO. R-113-16. [Staff Person: D. Kolk]**
- (12) I-10 FWY/ Mt. Vernon Ave Interchange Project - Approve a Resolution to reapprove Resolution R-01-16 that establishes an appropriation for the I-10 Freeway/ Mt. Vernon Avenue Interchange Project in the amount of \$31,314 and amend the Capital Improvement Program (CIP) to include the Project, **RESOLUTION NO. R-114-16. [Staff Person: D. Kolk]**
- (13) Notice of Completion - Authorize the execution and recordation of Notice of Completion for the Sycamore Avenue Asphalt Paving Project. **[Staff Person: D. Kolk]**
- (14) Local Goals and Policies Concerning Districts Formed Pursuant to the Mello-Roos Community Facilities Act of 1982 – Approve a Resolution to adopt Local Goals and Policies concerning Districts formed pursuant to the Mello-Roos Community Facilities Act of 1982, **RESOLUTION NO. R-115-16. [Staff Person: S. Dabbs]**

BUSINESS ITEMS

- (15) Hub City Centre Economic Investment Inducement Program – Authorize staff to begin implementation of the Hub City Centre Specific Plan Economic Investment Inducement Program (“Hub Economic Investment Program”) subject to approval of each individual Operating Covenant Agreement. **[Staff Person: M. Tomich]**
- (16) Administration of the City's Zoning Code – Consider Introduction of an Ordinance Amending portions of Chapter 18.58 of the Colton Municipal Code relating to the Administration of the City's Zoning Code, **ORDINANCE NO. O-24-16. [City Attorney: C. Campos]**
- (17) Amendment to Municipal Code Relating to Executive Assistant to the Council/Office Manager and section 2.04.040 itself - Waive full reading and introduce by title only Ordinance No. O-25-16, an Ordinance of the City Council of the City of Colton amending the title of Section 2.04.040 of Chapter 2.04 of the Colton Municipal Code relating to the Executive Assistant to the Council/Office Manager and Section 2.04.040 itself, **ORDINANCE NO. O-25-16 [City Attorney: C. Campos]**

- (18) Employment Agreement for the Executive Administrator to the Mayor and Council – Approve the employment agreement between the City of Colton and the Executive Administrator to the Mayor and Council. [City Attorney: C. Campos]

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, November 10, 2016, at least seventy-two (72) hours prior to the meeting per Government Code 54954.2, at the following locations:

City of Colton City Hall 650 N. La Cadena Drive
City of Colton Website, www.coltonca.gov

PROCEDURES FOR ADDRESSING CITY COUNCIL

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

RULES OF DECORUM

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NOTICE TO PUBLIC

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

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

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

LEGAL CHALLENGES

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

MANUAL OF PROCEDURE

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

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CITY OF COLTON TREASURER'S REPORT
FOR AUGUST 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". The signature is written in a cursive style with a large initial "A".

Aurelio De La Torre, Treasurer
October 31, 2016

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

MONTH	Yield
May-2015	0.29%
June-2015	0.30%
July-2015	0.32%
August-2015	0.33%
September-2015	0.34%
October-2015	0.36%
November-2015	0.37%
December-2015	0.40%
January-2016	0.45%
February-2016	0.47%
March-2016	0.51%
April-2016	0.53%
May-2016	0.55%
June-2016	0.58%
July-2016	0.59%
August-2016	0.61%

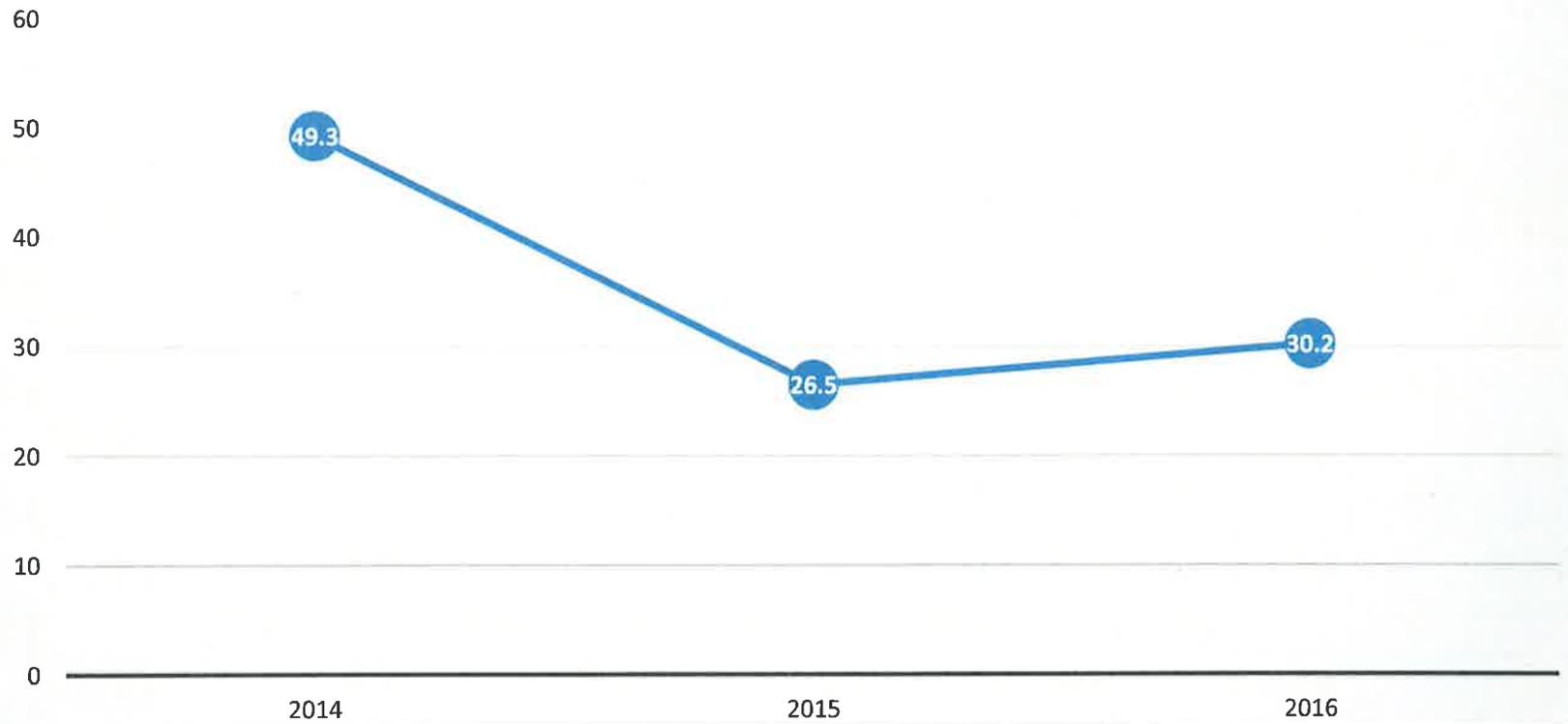
**City of Colton Treasurer's Report
August 2016**

The Treasurer

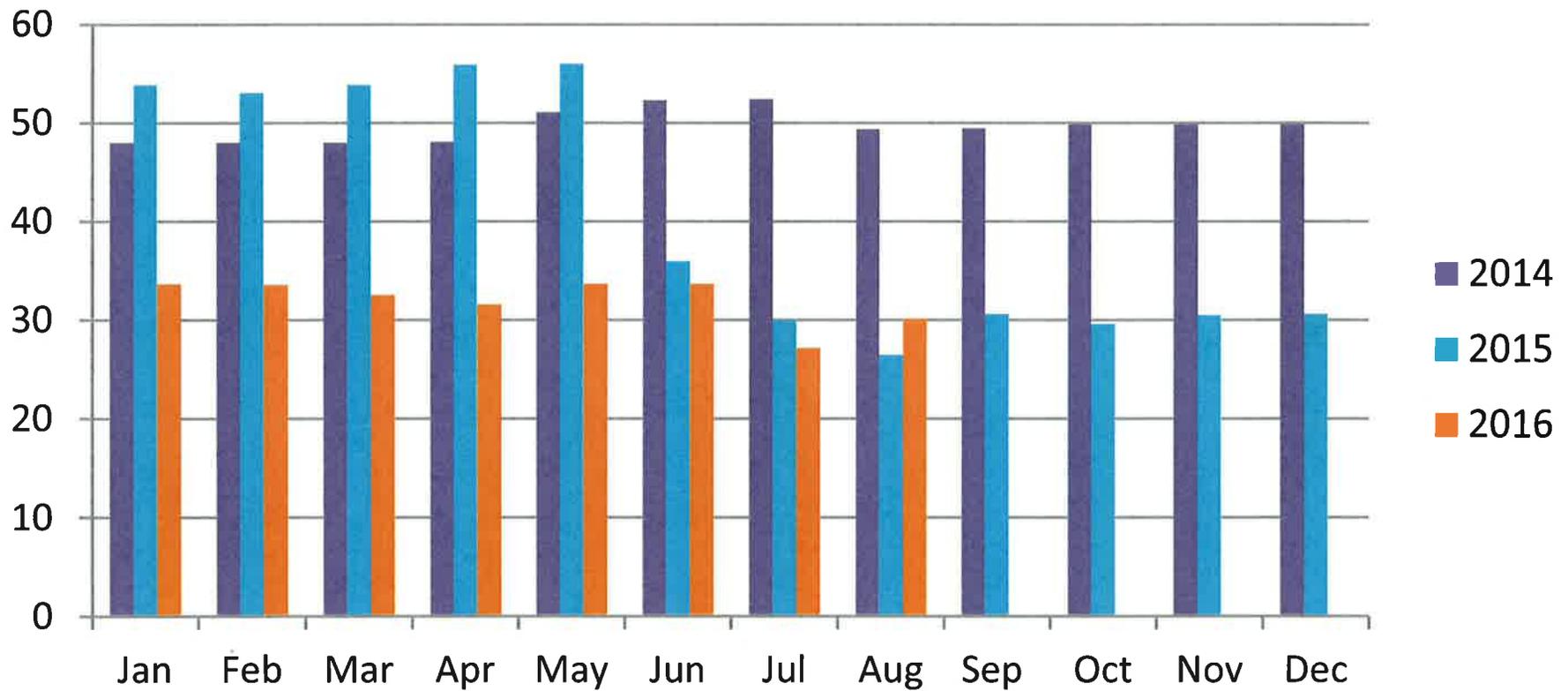
PAGE 1

INVESTMENT TYPE	ISSUER	DATE OF MATURITY	PAR AMOUNT	COST	FAIR MKT VALUE	YIELD
STATE POOL						
LAIF-General, other	State Pool	Daily	\$ 22,350,558	\$ 22,350,558	\$ 22,350,558	0.61%
UNION BANK						
General	Money Market	Daily	\$ 94,504	\$ 94,504	\$ 94,504	0.01%
General	FFCB	9/22/2017	\$ 509,000	\$ 501,645	\$ 501,645	1.12%
General	FFCB	12/21/2018	\$ 1,013,750	\$ 1,001,300	\$ 1,001,300	1.37%
General	FHMC	5/24/2019	\$ 2,021,600	\$ 2,000,160	\$ 2,000,160	1.08%
General	FDIC Insured CD's	6/13-19/2017	\$ 1,263,750	\$ 1,254,595	\$ 1,254,595	1.10%
			\$ 4,902,604	4,852,204	4,852,204	
CITIZENS TRUST						
General	Money Market	Daily	569,334	569,334	569,334	0.38%
General	FHLB,FFCB,FNMA,FHLM	8/25-17/2020	2,500,000	2,449,746	2,443,400	0.83-1.32%
			3,069,334	3,019,080	3,012,734	
GENERAL TOTAL			<u>30,322,496</u>	<u>30,221,842</u>	<u>30,215,496</u>	
STATE POOL						
LAIF-Electric Reserve	State Pool	Daily	<u>37,446,094</u>	<u>37,446,094</u>	<u>37,446,094</u>	0.61%
TOTAL INVESTMENTS BY TREASURER			<u>\$ 67,768,590</u>	<u>\$ 67,667,936</u>	<u>\$ 67,661,590</u>	
NON INVESTMENT ACCOUNTS						
Bank of America	General acct	Daily	\$ 1,717,090	\$ 1,717,090	\$ 1,717,090	0.15%
Bank of America	Payroll acct	Daily	\$ 850,385	\$ 850,385	\$ 850,385	0.15%
Bank of America	Workers Comp	Daily	104,991	104,991	104,991	0.15%
Bank of America	Rancho Med	Daily	201,693	201,693	201,693	0.15%
Citibank	Hermosa Trust	Daily	378,100	378,100	378,100	0.05%
Citizens	Water-meter escrow	Daily	517,822	517,822	517,822	0.45%
			\$ 3,770,081	\$ 3,770,081	\$ 3,770,081	
PETTY CASH FUNDS			5,000	5,000	5,000	N/A
TOTAL NON INVESTMENT ACCOUNTS			<u>\$ 3,775,081</u>	<u>\$ 3,775,081</u>	<u>\$ 3,775,081</u>	

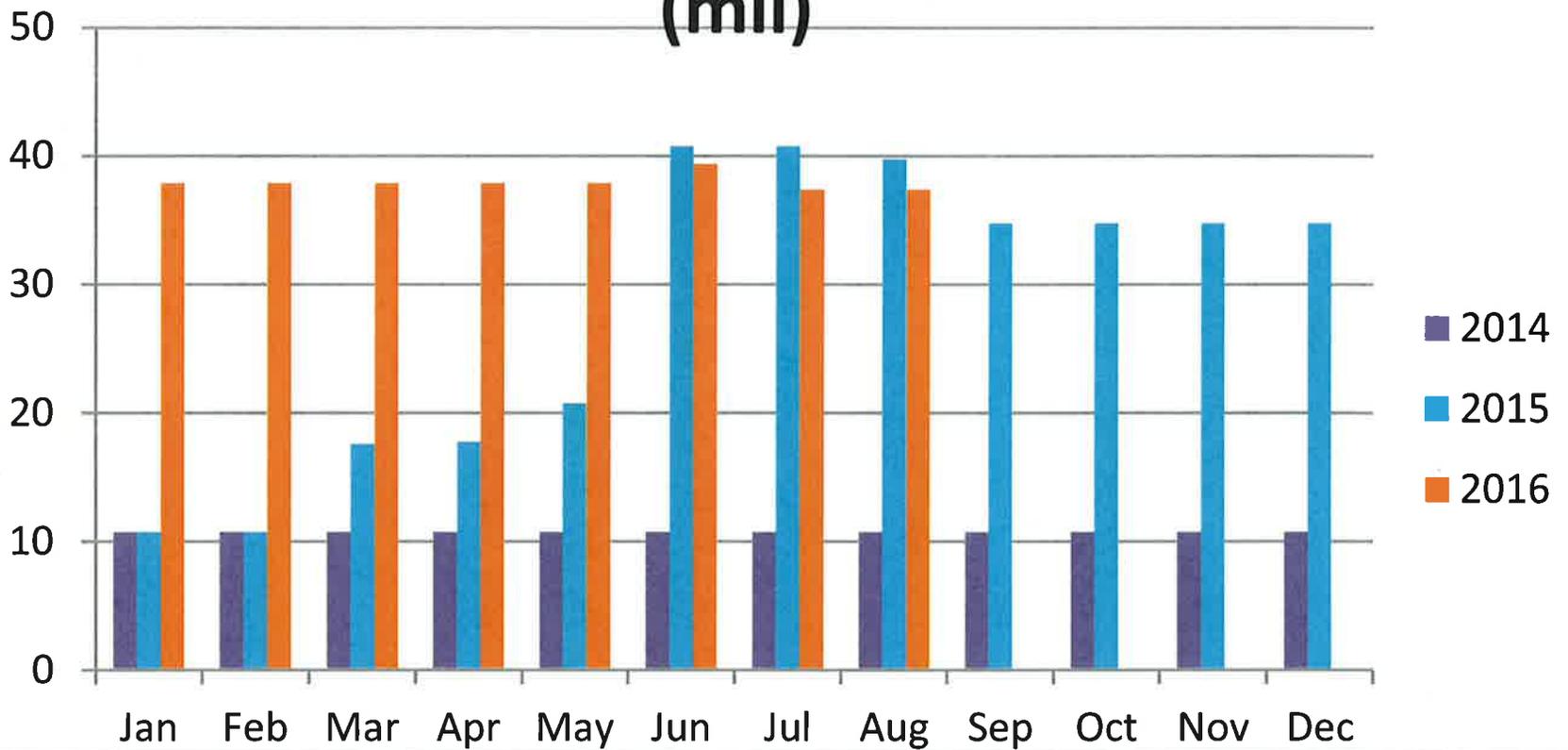
August Comparison of Available General Cash (mil)



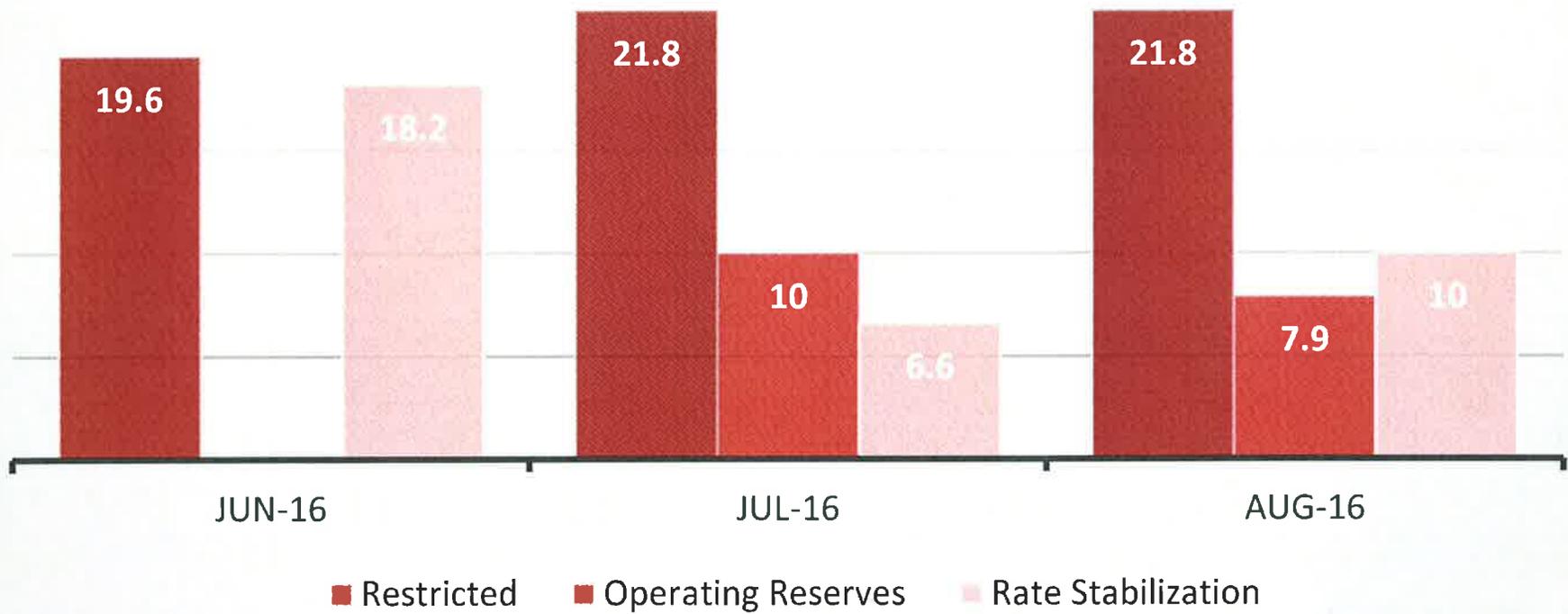
City of Colton General Pooled Cash(mil)



City of Colton Electric Cash & Reserve- (mil)



City of Colton Electric Cash (mil)



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

Investments under Bond Indentures

PAGE 2

TRUSTEE Bond Issue	ISSUER	DATE OF MATURITY	PAR AMOUNT	COST	FAIR MKT. VALUE	YIELD
Union Bank						
1998 Water Bonds-R	Morgan Grnty Trust	3/1/2030	\$ 702,500	\$ 702,500	\$ 702,500	5.30%
1998 Water Bonds-R	Morgan Grnty Trust	Daily	\$ 18,927	\$ 18,927	\$ 18,927	0.22%
1998 Water Bonds-C	Blackrock Prov.	Daily	23,181	23,181	23,181	0.22%
2000 Wastewater B-R	GE GIC	3/1/2025	412,658	412,658	412,658	6.15%
2000 Wastewater B-R	Morgan Grnty Trust	Daily	12,830	12,830	12,830	0.22%
2000 Wastewater B-R	Morgan Grnty Trust	Daily	60,999	60,999	60,999	0.22%
2012 Electric Bonds-PP	Blackrock Prov.	Daily	1,179,846	1,179,846	1,179,846	0.01%
2012 Electric Bonds-R	FFCB	11/27/2017	2,765,042	2,768,172	2,768,172	0.87%
2012 Electric Bonds-R	Blackrock Prov.	Daily	12,800	12,800	12,800	0.01%
2007A Bonds-PP	Blackrock Prov.	Daily	681,514	681,514	681,514	0.01%
CFD 89-2	LAIF	Daily	275,703	275,703	275,703	0.61%
			<u>\$ 6,146,000</u>	<u>\$ 6,149,130</u>	<u>\$ 6,149,130</u>	

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

Investments under Bond Indentures

PAGE 3

INVESTMENT TYPE	ISSUER	DATE OF MATURITY	PAR AMOUNT	COST	FAIR MKT VALUE	YIELD
US Bank						
PFB 2007-R	1st American TOF	Daily	2,827,918	2,827,918	2,827,918	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	216,544	216,544	216,544	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	480,000	480,000	480,000	0.01%
PFA 1996-R	GE GIC	9/1/2019	247,807	247,807	247,807	6.04%
			<u>\$ 5,654,432</u>	<u>\$ 5,654,432</u>	<u>\$ 5,654,432</u>	

Total Held by Trustees \$ 11,800,432 \$ 11,803,562 \$ 11,803,562

TOTAL CITY CASH AND INVESTMENTS **\$ 83,246,579**

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

	Fund Total
100 GENERAL FUND	474,834.86
150 TREASURERS ACCOUNT GROUP	-
206 COMMUNITY CHILD CARE	(1,851.50)
210 SPECIAL GAS TAX	670,129.07
211 LIBRARY GRANT FUND	19,005.70
212 STATE TRAFFIC RELIEF FUND	49.45
214 POLLUTION REDUCTION FUND	465,434.29
215 COMMUNITY DEV ACT FUND	(57,257.04)
217 DRUG/GANG INTERVENTION	15,712.76
218 MEASURE I FUND	1,518,161.14
220 ViTep	97,495.24
225 MISC GRANTS	(637,934.09)
240 HOST CITY FEES - CIP	416,638.37
248 PARK DEVELOPMENT FUND	494,641.61
249 TRAFFIC IMPACT FUND	1,831,106.41
250 NEW FACILITIES DEVELOPMENT FEE	162,714.30
251 CIVIC CENTER DEVELOPMENT FEE	22,329.36
252 FIRE FACILITY DEVELOPMENT FEE	44,545.78
253 POLICE FACILITY DEVELOPMENT FEE	27,559.56
261 ASSET FORFEITURE	185,278.29
350 PFA Debt Fund	1,444,103.08
357 POB-Non Enterprise	128,257.05
358 PENSION OBLIGATION DEBT SERVICE	(98,637.50)
364 WATER IMPRVMT DIST A	2,188.55
450 Capital Improvement Projects	218,077.23
451 Colton Crossing Fund	1,640,656.94
520 ELECTRIC UTILITY	39,677,343.99
Restricted	21,789,348.00
Operating Reserves	7,887,995.99
Rate Stabilization	10,000,000.00
521 WATER UTILITY	9,947,950.77
522 WASTEWATER UTILITY	11,291,955.38
523 SOLID WASTE	(223,814.05)
526 PUBLIC BENEFIT FUND	2,487,869.10
560 CEMETARY ENDOWMENT CARE	1,114,691.90
605 Facility & Equipment Maintenance Fund	132,720.14
606 INFORMATION SERVICES FUND	1,190,154.23
607 INSURANCE FUND	1,619,355.04
608 AUTOMOTIVE SHOP	187,082.43
701 LLMD #2	7,507.55
702 LLMD #1	(207,432.63)
703 CFD 87-1 DEBT SERVICE	29,180.56
707 CFD 88-1 DEBT SERVICE	292,007.83
722 STORM WATER	363,232.69
734 CFD 89-2 CONSTRUCTION	0.98
744 CFD 89-1 DEBT SERVICE	566,940.71
745 CFD 89-2 DEBT SERVICE	756,138.34
762 TRUST AND AGENCY	2,690,219.86
781 CFD 90-1 DEBT SERVICE	544,575.98
850 Redevelopment Obligation Retirement Fund	2,593,615.40

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

	Fund Total
851 Successor Agency Administration	(48,640.33)
855 Housing Auth - RM PARK DEVELOPMENT	(4,248,740.42)
856 Housing Auth - RANCHO MED BOND PROCEEDS	(6,150,293.36)
864 Housing Auth - LOW/MOD BOND PROCEEDS	4,907,640.41
865 Housing Auth - RANCHO MED CHFA	4.24
870 Housing Auth - RM PARK OPERATIONS	5,423,035.92
874 Housing Auth - LOW/MOD DEBT SERVICE	(1,050,944.10)
890 Successor Agcy-RDA - LONG TERM DEBT GRP	113,792.25
898 Housing Auth - LOW/MOD CAPITAL PROJECTS	(194,180.54)
Grand Total:	<u>82,896,209.18</u>
 Reconciling Items:	
Outstanding checks and adjustments	988,527.38
Interest/Dividends/Gains on Investments/Cash with fiscal Agent	(9,307.48)
Deposits intransit	(98,854.66)
Revenue Bonds and CFD's debt payments	(400,704.39)
City Investment in CFD's -adjustments to be posted	124,236.00
Petty cash not reflected in this report	5,000.00
Timing Difference (including rounding difference of \$2.01)	(258,527.03)
Total per Treasurer's Report	<u><u>83,246,579.00</u></u>

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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

November 1, 2016

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

INVOCATION

Pastor Ron Hamann – Centerpoint Church

FLAG SALUTE

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

CITY COUNCIL ROLL CALL

Council Members Present

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

Staff Present

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

Council Members Absent

None

CEREMONIAL MATTERS

- Presentation - Introduction of New Employees

The following new employees were introduced by their Managers/Supervisors by Department/Division:

Environmental Sustainability & Conservation Division:

Jessica Sutorus, Environmental Conservation Supervisor
New Employee: Rob Waner, Water Conservation Specialist

Customer Service

Nicole Mihld, Customer Service Manager
New employee: Makayla Lichtengberg, Customer Service Representative (FT)
New Employee: Linda Gallardo, Customer Service Representative (PT)

Transmission & Distribution Division

Tim Lunt, T&D Superintendent
New Employee: Johnathan Vega, Powerline Technician Apprentice

- Proclamation - Veteran's Day - American Legion, Post 155

CM González presented a Veteran's Day Proclamation to American Legion, Post 155; accepted by Commander Ken Lebron and Members Louis Barrera and Steve Ferrance of American Legion, Post 155.

MAYOR AND COUNCIL ITEMS

POSSIBLE CONFLICT OF INTEREST DISCLOSURES FOR THE COUNCIL MEETING OF NOVEMBER 1, 2016.

GIFT DISCLOSURES

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

AB 1234 ORAL REPORTS

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

PUBLIC COMMENT

The following community members addressed the Council: Dan Flores; Charles Martinez; and Guadalupe Galvec.

CONSENT CALENDAR

Mayor DeLaRosa presented the Consent Calendar Items 1 through 12.

Councilmembers present selected items for discussion and clarification by staff: CM Jorrin/MPT Suchil, Item 4.

Motion and Second by CM Navarro/CM González to approve the Consent Calendar Items 1 through 12 with correction to Item 4 – Second Reading of Ordinance No. O-20-16: 10.60.020 DESIGNATED. (B) Remove the following public streets designates as “Truck Routes”: 1. Mill Street (within Colton City Limits) and 9. San Bernardino Avenue (Westerly City Limit to Pepper Avenue)

Vote: Unanimous vote.

- (1) Minutes – Approval of Minutes for the City Council Regular Meeting Held October 18, 2016 on File in the Office of the City Clerk.
- (2) Warrants – Approval of Payable Warrants dated 09/14/2016 and totaling \$29,529.64; voucher numbers 158856 to 158966 dated 10/13/2016 and totaling \$695,204.50; voucher numbers 158967 to 159085 dated 10/20/2016 and totaling \$2,109,158.23; less voided checks totaling \$1,695.50 and a payroll disbursement listing for the period 09/10/2016 to 09/23/2016 and totaling \$780,695.90.
- (3) Second Reading of Ordinance No. O-19-16 - Waive full reading and pass second reading of Ordinance No. O-19-16, an Ordinance of the City Council of the City of Colton adding Chapter 6.25: Regulation of Butane Resale to the Health and Safety Section of the City of Colton Municipal Code, ORDINANCE NO. O-19-16.
- (4) Second Reading of Ordinance No. O-20-16 - Waive full reading and pass second reading of Ordinance No. O-20-16, an Ordinance of the City Council of the City of Colton amending Chapter 10 of the Colton municipal code by adding chapter 10.60, truck route, ORDINANCE NO. O-20-16.

- (5) Second Reading of Ordinance No. O-21-16 - Waive full reading and pass second reading of Ordinance No. O-21-16, an Ordinance of the City Council of the City of Colton Amending Title 5 (Business Licenses and Regulations) of the Colton Municipal Code to address unattended donation & collection bins, ORDINANCE NO. O-21-16.
- (6) Use of City Logo Policy – Approve and Adopt a Resolution establishing a policy and procedures regarding the use of the City of Colton’s official logo, RESOLUTION NO. R-107-16.
- (7) Conflict of Interest Code Update – Approve and Adopt a Resolution amending the City of Colton’s Conflict of Interest Code (Form 700), RESOLUTION NO. R-108-16.
- (8) 2017 Legislative Program – Adopt the 2017 Colton Legislative Program.
- (9) Third Amendment to the PSA with Leidos - Approve the Third Amendment to the Professional Services Agreement (PSA) with Leidos Engineering, LLC (Leidos) for electrical engineering services for additional compensation in the amount not-to-exceed \$31,000 and to extend the term through June 30, 2017, and authorize the City Manager to execute the contract documents.
- (10) Award of Contract to TSR Construction – 1) Approve the award of construction contract for the Traffic Signal Installation Project along La Cadena Drive at the intersections of M Street and La Loma Avenue to TSR Construction and Inspection, Inc. as the lowest responsive and responsible bidder in the amount of \$369,400, 2) Authorize the City Manager or his designee to approve Change Orders not to exceed 10% of the awarded contract, and 3) Approve a Resolution amending the Fiscal Year 2016-2017 Capital Improvement Program (CIP) Budget to include Traffic Signal Installation Project at the intersection of La Cadena Drive and La Loma Avenue, RESOLUTION NO. R-109-16.
- (11) Award of Contract to Denali Water Solutions, LLC – 1) Approve the award of contract agreement to Denali Water Solutions to provide hauling and disposal services for Class B Bio-solids at the Wastewater Treatment Plant as the lowest responsive and responsible bidder at an annual amount not to exceed \$335,600.00, and 2) Authorize the City Manager to extend the Agreement on an annual basis for up to four, one-year terms on the same terms and conditions at the City’s discretion.
- (12) Final Report for 2014 Sustainable Communities Planning Grant - Adopt a Resolution approving and certifying as accurate the Final Report for the 2014 Sustainable Communities Planning Grant, RESOLUTION NO. R-110-16.

PUBLIC HEARINGS

- (13) Regulate the personal, medical and commercial use of marijuana - **[City Attorney]**

TIME AND PLACE FIXED TO CONSIDER A PUBLIC HEARING TO WAIVE FURTHER READING, READ BY TITLE ONLY AND INTRODUCE ORDINANCE No. O-22-16, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLTON AMENDING SECTION 18.48.130 OF THE COLTON MUNICIPAL CODE TO REGULATE THE PERSONAL, MEDICAL, AND COMMERCIAL USE OF MARIJUANA. IT IS FURTHER RECOMMENDED THAT THE CITY COUNCIL ADOPT INTERIM URGENCY ORDINANCE NO. O-23-16 WITH SUBSTANTIALLY THE SAME PROVISIONS TO PROTECT THE CITY IN THE GAP BETWEEN ORDINANCE NO. O-22-16’S ENACTMENT AND ITS EFFECTIVE DATE.

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

City Attorney Campos introduce Jordan Ferguson, Associate, City Attorney's Office, who outlined in detail for Council consideration, action as it relates to the possible effect of Tax Adult use of Marijuana Act ("AUMA") Proposition 64 for the November 8, 2016 ballot; if the proposition should pass it would be effective November 9, 2016. In conclusion staff recommended: (a) the City Council adopt an ordinance banning or regulating these uses (*personal marijuana uses*); (b) that the Ordinance regulate or ban to the extent allowable (personal marijuana use and cultivation, (2) medical marijuana uses, and (3) commercial marijuana uses; and (c) that the City Council adopt an interim urgency Ordinance so that the provision of the adopted ordinance are in place prior to November 9, 2016.

Council Discussion

Council inquiry as to why there are two ordinances; how long can we extend the urgency ordinance: clarification provided by Associate Ferguson.

Public Comment

None

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

Vote: Unanimous

Council Discussion (cont'd)

Detailed input and discussion continued by Councilmembers present which included dialogue with City Attorney Campos and Associate Jordan Ferguson.

Motion and Second by CM González/CM Jorin to waive full reading, read by title only, and introduce Ordinance No. O-22-16.

Vote: Unanimous

Motion and Second by CM Navarro/CM Bennett to waive full reading and pass Urgency Ordinance No. O-23-16.

Vote: Unanimous

MAYOR AND COUNCIL ORAL REPORTS AND COMMENTS

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

CITY MANAGER'S REPORTS

None

ADJOURNMENT

At 7:07 p.m. Mayor DeLaRosa adjourned the Regular Council Meeting; in memoriam: Albert 'Veto' Negrete; and Lee Gonzales;

Carolina R. Padilla
City Clerk



STAFF REPORT

DATE: NOVEMBER 15, 2016
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
 FROM: BILL SMITH, CITY MANAGER
 PREPARED BY: STACEY DABBS, FINANCE DIRECTOR
 SUBJECT: APPROVAL OF ACCOUNTS PAYABLE VOUCHERS AND PAYROLL DISBURSEMENTS

RECOMMENDED ACTION

It is recommended that the City Council approve U.S. Bank vouchers dated 10/13/2016 and totaling \$36,399.42; voucher numbers 159086 to 159228 dated 10/27/2016 and totaling \$1,710,742.96; voucher numbers 159229 to 159374 dated 11/03/2016 and totaling \$2,950,299.63 and a payroll disbursement listing for the period 10/08/2016 to 10/21/2016 and totaling \$757,010.53.

BACKGROUND

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

ISSUES/ANALYSIS

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

FISCAL IMPACTS

None.

ALTERNATIVES

1. Provide alternative direction to staff.

ATTACHMENTS

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

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
159086	10/27/2016	092955 12MILESOUT	155449		I.S.- VIDEO STREAMING SERVICES	
				016784	606-6040-6044-2240-0000-000	600.00
					Total :	600.00
159087	10/27/2016	cbc1421 2014-3 IH BORROWER LP	00760300		CLOSING BILL CREDIT	
					520-2450-232	83.30
					Total :	83.30
159088	10/27/2016	094063 A ONE JANITORIAL	1552		PARKS- HERBICIDE	
				016933	100-6150-6205-2301-0000-000	131.16
					100-6150-6205-2301-0000-000	7.98
					762-2210-000	-7.98
					Total :	131.16
159089	10/27/2016	092665 A PLUS TIRE SERVICE	72844		AUTOMOTIVE SERVICE	
				054234	608-6150-8700-2210-6071-000	69.95
					Total :	69.95
159090	10/27/2016	000788 AT & T	2655211947		ELEC- FRAME CIRCUIT CHARGES	
				016673	520-8000-8001-2310-0930-200	250.56
					Total :	250.56
159091	10/27/2016	058517 AETNA	31136793		RETIREE HEALTH PREMIUMS	
					100-6030-6030-1150-0000-000	912.00
					Total :	912.00
159092	10/27/2016	059314 AETNA	31136112		RETIREE PREMIUMS	
					100-6030-6030-1150-0000-000	1,446.24
					Total :	1,446.24
159093	10/27/2016	048088 AETNA, INC	H3692629		RETIREE HEALTH PREMIUMS	
			H3692631		100-6030-6030-1150-0000-000	10,614.51
					HEALTH PREMIUMS	
					762-2020-000	98,149.07
			H3692632		RETIREE HEALTH PREMIUMS	
					100-6030-6030-1150-0000-000	47,277.53

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
159093	10/27/2016	048088	048088 AETNA, INC		(Continued)	Total : 156,041.11
159094	10/27/2016	093748	AG PRO'S WEED & PEST CONTROL			
			6163	016852	W- WEED ABATEMENT 521-8100-8101-2350-0000-000	950.00
			6164	016852	W- WEED ABATEMENT 521-8100-8101-2350-0000-000	975.00
			6165	016852	W- WEED ABATEMENT 521-8100-8101-2350-0000-000	1,185.00
			6166	016852	W- WEED ABATEMENT 521-8100-8101-2350-0000-000	1,086.25
					Total :	4,196.25
159095	10/27/2016	013884	AGUA MANSA LANDFILL			
			10264- SEPT 16	054237	WW- LANDFILL SERVICES 522-8200-8200-2256-0000-000	100.00
					Total :	100.00
159096	10/27/2016	092700	AIR & HOSE SOURCE INC.			
			260565	016743	WW- HOSES & FITTINGS 522-8200-8200-2255-0000-000	48.60
					Total :	48.60
159097	10/27/2016	026370	ALLSTAR FIRE EQUIPMENT INC			
			193181	016575	FIRE- SAFETY GEAR AND SUPPLIES 100-6090-6091-1180-0000-000	284.18
			193184	016575	FIRE- SAFETY GEAR AND SUPPLIES 100-6090-6091-1180-0000-000	864.00
					Total :	1,148.18
159098	10/27/2016	cbc1417	ALVAREZ, BELEN			
			00490985		CLOSING BILL CREDIT 520-2450-232	42.50
					Total :	42.50
159099	10/27/2016	093774	AMERICAN NATIONAL RED CROSS &			
			10484477	016569	COMM SVCS- CPR TRAINING 100-6200-6202-1160-0000-000	90.00
				016569	100-6200-6202-2350-0000-000	97.20
					Total :	187.20
159100	10/27/2016	092644	ANDERSON, DEBORAH			
			SEPT 16	016648	COMM SVCS- CONTRACT INSTRUCTO 100-6200-6202-2350-0000-000	700.00

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
159100	10/27/2016	092644	092644 ANDERSON, DEBORAH		(Continued)	Total : 700.00
159101	10/27/2016	044956	ANGELICA HEALTHCARE SERVICES			
			1400553482	016574	FIRE- LAUNDRY SUPPLIES 100-6090-6091-2301-0000-000	38.82
			1400554231	016574	FIRE- LAUNDRY SUPPLIES 100-6090-6091-2301-0000-000	38.82
			1400554914	016574	FIRE- LAUNDRY SUPPLIES 100-6090-6091-2301-0000-000	40.18
			1400555588	016574	FIRE- LAUNDRY SUPPLIES 100-6090-6091-2301-0000-000	40.18
			1400556302	016574	FIRE- LAUNDRY SUPPLIES 100-6090-6091-2301-0000-000	40.18
					Total :	198.18
159102	10/27/2016	093989	ANIXTER POWER SOLUTIONS INC.			
			3324581-00	016879	ELEC- BRACKETS FOR TRANSFORMER 520-8000-8004-2301-0921-000	2,904.00
					520-8000-8004-2301-0921-000	232.32
					Total :	3,136.32
159103	10/27/2016	cbc1420	ARMSTRONG REALTY			
			00641220		CLOSING BILL CREDIT 520-2450-232	103.65
					Total :	103.65
159104	10/27/2016	060575	ARRIETA, LYNN			
			1077188.015		REFUND CLEANING DEPOSIT 100-6747-000	100.00
					Total :	100.00
159106	10/27/2016	046028	AT & T			
			3931055098-09/16	054236	TELEPHONE SERVICES 520-8000-8024-2310-0930-200	19.82
			9391054753-09/16	054236	TELEPHONE SERVICES 520-8000-8024-2310-0930-200	5.63
			9391054757-09/16	054236	PD- TELEPHONE SERVICES 100-6070-6071-2310-0000-000	20.62
			9391054769-09/16	054236	TELEPHONE SERVICES 520-8000-8024-2310-0930-200	20.67
			9391054770-09/16	054236	TELEPHONE SERVICES 520-8000-8024-2310-0930-200	39.67

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
159106	10/27/2016	046028 AT & T	(Continued)			
			9391054773- 1016	054236	LIB- TELEPHONE SERVICES 100-6200-6250-2310-0000-000	4.31
			9391054777-10/16	054236	C. CARE- TELEPHONE SERVICES 206-7200-7202-2310-0000-000	108.80
			9391054778-1016	054236	W- TELEPHONE SERVICES 521-8100-8101-2310-0000-000	35.89
			9391054782-09/16	054236	TELEPHONE SERVICES 520-8000-8024-2310-0930-200	2.82
			9391054785- 10/16	054236	LIB- TELEPHONE SERVICES 100-6200-6250-2310-0000-000	114.81
			9391054786- 10/16	054236	C. CARE- TELEPHONE SERVICES 206-7200-7202-2310-0000-000	85.45
			9391054787-0916	054236	PD- TELEPHONE SERVICES 100-6070-6071-2310-0000-000	421.09
			9391054794- 10/16	054236	LIB- TELEPHONE SERVICES 100-6200-6250-2310-0000-000	20.62
			9391054798-09/16	054236	TELEPHONE SERVICES 520-8000-8024-2310-0930-200	4.82
			9391054799-09/16	054236	TELEPHONE SERVICES 520-8000-8024-2310-0930-200	0.66
			9391054800-1016	054236	C. CARE- TELEPHONE SERVICES 206-7200-7202-2310-0000-000	21.12
			9391054801-09/16	054236	TELEPHONE SERVICES 520-8000-8024-2310-0930-200	19.20
			9391054942-09/16	054236	TELEPHONE SERVICES 520-8000-8024-2310-0930-200	8.67
			9391054943-09/16	054236	TELEPHONE SERVICES 520-8000-8024-2310-0930-200	19.82
			9391054978-0816	054236	BM- TELEPHONE SERVICES 605-6150-6211-2320-0000-000	20.42
			9391054980-09/16	054236	ELEC- TELEPHONE SERVICES 520-8000-8024-2310-0930-200	39.12
			9391054983-09/16	054236	TELEPHONE SERVICES 520-8000-8024-2310-0930-200	17.46
			9391054985-09/16	054236	TELEPHONE SERVICES 520-8000-8024-2310-0930-200	6.46

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
159106	10/27/2016	046028 AT & T	(Continued)			
			9391054989-09/16	054236	TELEPHONE SERVICES 520-8000-8024-2310-0930-200	19.82
			9391054992-09/16	054236	TELEPHONE SERVICES 520-8000-8001-2310-0930-200	19.29
			9391055023-09/16	054236	TELEPHONE SERVICES 520-8000-8024-2310-0930-200	0.51
			9391055024-09/16	054236	TELEPHONE SERVICES 520-8000-8024-2310-0930-200	19.82
			9391055025-09/16	054236	TELEPHONE SERVICES 520-8000-8024-2310-0930-200	0.51
			9391055026-09/16	054236	TELEPHONE SERVICES 520-8000-8024-2310-0930-200	19.82
			9391055028-09/16	054236	PD- TELEPHONE SERVICES 100-6070-6071-2310-0000-000	19.22
			9391055032-09/16	054236	TELEPHONE SERVICES 520-8000-8024-2310-0930-200	36.65
			9391055034-09/16	054236	TELEPHONE SERVICES 520-8000-8024-2310-0930-200	17.89
			9391055035-09/16	054236	TELEPHONE SERVICES 520-8000-8024-2310-0930-200	19.82
			9391055037-09/16	054236	TELEPHONE SERVICES 520-8000-8024-2310-0930-200	19.82
			9391055039-09/16	054236	TELEPHONE SERVICES 520-8000-8024-2310-0930-200	19.82
			939105505- 0916	054236	PD- TELEPHONE SERVICES 100-6070-6071-2310-0000-000	0.79
			9391055052-09/16	054236	TELEPHONE SERVICES 520-8000-8024-2310-0930-200	5.00
			9391055055-09/16	054236	TELEPHONE SERVICES 520-8000-8024-2310-0930-200	19.82
			9391055057-09/16	054236	TELEPHONE SERVICES 520-8000-8024-2310-0930-200	19.82
			9391055086-09/16	054236	TELEPHONE SERVICES 520-8000-8024-2310-0930-200	21.82
			9391055087-09/16	054236	TELEPHONE SERVICES 520-8000-8024-2310-0930-200	19.82

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
159106	10/27/2016	046028 AT & T	(Continued)			
			9391055089-09/16	054236	TELEPHONE SERVICES 520-8000-8024-2310-0930-200	80.18
			9391055093-09/16	054236	TELEPHONE SERVICES 520-8000-8024-2310-0930-200	19.82
			9391055099-09/16	054236	TELEPHONE SERVICES 520-8000-8024-2310-0930-200	0.51
			9391055100-09/16	054236	TELEPHONE SERVICES 520-8000-8024-2310-0930-200	19.82
			9391055104-09/16	054236	TELEPHONE SERVICES 520-8000-8024-2310-0930-200	19.82
			9391055105-09/16	054236	TELEPHONE SERVICES 520-8000-8024-2310-0930-200	16.17
			9391055107-09/16	054236	TELEPHONE SERVICES 520-8000-8024-2310-0930-200	5.44
			9391055124-09/16	054236	TELEPHONE SERVICES 520-8000-8024-2310-0930-200	19.82
			9391055140-09/16	054236	TELEPHONE SERVICES 520-8000-8024-2310-0930-200	19.82
			9391055143-09/16	054236	TELEPHONE SERVICES 520-8000-8024-2310-0930-200	19.82
			9391055177-09/16	054236	TELEPHONE SERVICES 520-8000-8009-2225-0548-000	94.27
			9391055269-1016	054236	C. CARE- TELEPHONE SERVICES 206-7200-7202-2310-0000-000	20.01
			9391055286-09/16	054236	TELEPHONE SERVICES 520-8000-8024-2310-0930-200	5.66
			9391057023- 0916	054236	PD- TELEPHONE SERVICES 100-6070-6071-2310-0000-000	89.74
Total :						1,788.91
159107	10/27/2016	000205 AT&T	2710010-1016	054235	ELEC- TELEPHONE SERVICES 520-8000-8001-2310-0930-200	33.64
			2710100-0716	054235	PD- TELEPHONE SERVICE 100-6070-6071-2310-0000-000	33.29
			2710101-0716	054235	PD- TELEPHONE SERVICE 100-6070-6071-2310-0000-000	33.29

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
159107	10/27/2016	000205 AT&T	(Continued) 2710101-0916	054235	PD- TELEPHONE SERVICE 100-6070-6071-2310-0000-000	33.29 Total : 133.51
159108	10/27/2016	092784 BAUER COMPRESSORS	0000216819	016917	FIRE- SCBA FLOW TESTS 100-6090-6091-2350-0000-000 100-6090-6091-2350-0000-000 762-2210-000	3,503.00 40.00 -40.00
			0000217122	016916	FIRE- CHEST STRAP/HARNES ASSEMBLY 100-6090-6091-2240-0000-000 100-6090-6091-2240-0000-000	932.60 71.01 Total : 4,506.61
159109	10/27/2016	048757 BENITEZ, MARIA	REBATE- PLANTS		WATER CONSERVATION REBATE 521-8100-8110-2041-0000-000	348.83 Total : 348.83
159110	10/27/2016	001527 BEST BEST & KRIEGER	780373		C. ATTORNEY- LEGAL SERVICES 100-6050-6050-2350-0000-603	1,331.00
			780374		W- LEGAL SERVICES 521-8100-8101-2350-0000-000	72.91
			780375		C. ATTORNEY- LEGAL SERVICES 100-6050-6050-2350-0000-603	1,559.20
			780376		C. ATTORNEY- LEGAL SERVICES 100-6050-6050-2350-0000-603	8,560.53
			780377		C. ATTORNEY- LEGAL SERVICES 100-6050-6050-2350-0000-000	160.90
			780378		ECON DEV - LEGAL SERVICES 898-9000-9000-2350-0000-000 100-6050-6050-2350-0000-000	6,258.17 6,384.60
			780379		RISK- LEGAL SERVICES 607-6040-8601-2290-0000-000	528.50
			780380		C. ATTORNEY- LEGAL SERVICES 100-6050-6050-2350-0000-000	2,557.64
			780381		RISK- LEGAL SERVICES 607-6040-8601-2290-0000-000	7,410.66

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
159110	10/27/2016	001527 BEST BEST & KRIEGER	(Continued) 780382		DEV SVCS - LEGAL SERVICES 762-2327-000	106.50
			780383		C. ATTORNEY- LEGAL SERVICES 100-6050-6050-2350-0000-851	207.20
			780384		C. ATTORNEY- LEGAL SERVICES 100-6050-6050-2350-0000-000	362.60
			780385		C. ATTORNEY- LEGAL SERVICES 100-6050-6050-2350-0000-000	6,309.80
			780386		ELEC- LEGAL SERVICES 520-8000-8001-2350-0923-000	2,540.30
			780387		W- LEGAL SERVICES 521-8100-8101-2352-0000-000	1,372.70
			780388		LEGAL SVCS- RANCHO MEDITERRAINIA 898-9000-9800-2350-0000-000	129.50
			780456/780457		C. ATTORNEY- LEGAL SERVICES 100-6050-6050-2350-0000-000	32,597.06
Total :						78,449.77
159111	10/27/2016	033590 BIO-TOX LABORATORIES	32681	016633	PD- LAB ANALYSIS 100-6070-6071-2350-0000-000	360.00
Total :						360.00
159112	10/27/2016	043154 CABRERA, RENE	11/12/16		COMM SVCS- ENTERTAINMENT SR. DANCE 100-6200-6212-2350-0000-000	600.00
Total :						600.00
159113	10/27/2016	043162 CALIFORNIA TOOL & WELD SUPPLY	162727	016583	FIRE- OXYGEN CYLINDER RE-FILLS 100-6090-6091-2301-0000-000	80.58
Total :						80.58
159114	10/27/2016	049687 CALIFORNIA-NEVADA J.A.T.C.	1994		ELEC- APPRENTICE TUITION 520-8000-8004-1161-0926-000	3,500.00
Total :						3,500.00
159115	10/27/2016	029695 CALPORTLAND CEMENT	92923857	016703	W- CONCRETE MATERIAL 521-8100-8101-2301-0000-000	41.42

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
159115	10/27/2016	029695 029695 CALPORTLAND CEMENT	(Continued)			Total : 41.42
159116	10/27/2016	cbc1415 CANO, LISA MARIE	00411920		CLOSING BILL CREDIT 520-2450-232	284.64 Total : 284.64
159117	10/27/2016	060568 CASTRO, GEORGE	REBATE- WASHER		WATER CONSERVATION REBATE 521-8100-8110-2041-0000-000	75.00 Total : 75.00
159118	10/27/2016	cbc1419 CHAVELAS, YESICA	00860700		CLOSING BILL CREDIT 520-2450-232	246.43 Total : 246.43
159119	10/27/2016	033508 CITY OF SAN BERNARDINO	121-93224 -1016		W- HYDRANT METER CHARGE 521-8100-8101-2331-0000-000	524.15 Total : 524.15
159120	10/27/2016	000128 CLINICAL LAB OF S B INC	952400	016901	W- LABORATORY SAMPLING 521-8100-8101-2350-0000-000	3,388.00 Total : 3,388.00
159121	10/27/2016	092892 CNS ENGINEERING INC.	15017-1	016194 016194 016194	CIP- PLAN CHECK - LA CADENA BRIDGE 450-1306-6986-3890-0000-000 450-1306-6972-3890-0000-000 450-1306-6900-3890-0000-000	5,916.02 432.29 334.19 Total : 6,682.50
159122	10/27/2016	000491 COLTON TRUCK SUPPLY	5262730027 5262780010 5262780011	054242 054242 054242	AUTOMOTIVE PARTS 608-6150-8700-2210-6160-000 W- AUTOMOTIVE PARTS 521-8100-8101-2411-0000-000 W- AUTOMOTIVE PARTS 521-8100-8101-2411-0000-000	57.42 26.24 87.21 Total : 170.87
159123	10/27/2016	cbc1418 CRESTWOOD COMMUNITIES	00361960		CLOSING BILL CREDIT 520-2450-232	82.90

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
159123	10/27/2016	cbc1418 cbc1418 CRESTWOOD COMMUNITIES	(Continued)			Total : 82.90
159124	10/27/2016	040945 CSR COMPANY	17176	016906	W- A/C MAINTENANCE 521-8100-8101-2350-0000-000	125.00 Total : 125.00
159125	10/27/2016	003952 DAILY JOURNAL CORP	B2911266	016975	CIP- LEGAL PRINTING 249-1000-6900-2350-0000-000	519.20 Total : 519.20
159126	10/27/2016	060590 DAVID A. GUY	16-109		HR- INVESTIGATIVE SERVICES 100-6030-6030-2350-0000-000	300.00 Total : 300.00
159127	10/27/2016	043438 DELL COMPUTER CORPORATION	XK1T899K9	054247	LIB- TONER CARTRIGES 100-6200-6250-2302-0000-000 100-6200-6250-2302-0000-000	256.48 20.52 Total : 277.00
159128	10/27/2016	093838 DEVELOPMENT MANAGEMENT GROUP	AUG 16 JULY 16 SEPT 16	016644 016644 016644	ECON DEV.- CONSULTING SERVICES 100-6300-9050-2350-0000-000 ECON DEV.- CONSULTING SERVICES 100-6300-9050-2350-0000-000 ECON DEV.- CONSULTING SERVICES 100-6300-9050-2350-0000-000	2,968.48 6,562.50 1,382.40 Total : 10,913.38
159129	10/27/2016	094017 ELISEO ART SILVA	0002	016249	CIP- COLTON MURAL PROJECT 451-1203-6987-3890-0000-000 451-2460-000	1,389.76 -69.49 Total : 1,320.27
159130	10/27/2016	093628 ENERGY MANAGEMENT LLC	09	016804	ELEC- CONSULTING SERVICES 520-8000-8001-2350-0923-000	1,500.00 Total : 1,500.00
159131	10/27/2016	cbc1410 ENJOY PROPERTY INVESTMENTS LLC	00882255		CLOSING BILL CREDIT 520-2450-232	125.17

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
159131	10/27/2016	cbc1410 cbc1410	ENJOY PROPERTY INVESTMENTS LLC (Continued)			Total : 125.17
159132	10/27/2016	003851 EQUIFAX	9959472	016650	FIN- CREDIT INFO SERVICE 100-6040-6042-2350-0000-000	654.12 Total : 654.12
159133	10/27/2016	003851 EQUIFAX	9859102 9955047		HR- BACKGROUND CHECKS 100-6030-6030-2342-0000-000 HR- BACKGROUND CHECKS 100-6030-6030-2342-0000-000	35.44 47.62 Total : 83.06
159134	10/27/2016	060585 ESPINOZA, MARIA	REBATE- PLANTS		WATER CONSERVATION REBATE 521-8100-8110-2041-0000-000	81.74 Total : 81.74
159135	10/27/2016	cbc1411 ESTRADA, VALERIE	00261160		CLOSING BILL CREDIT 520-2450-232	100.00 Total : 100.00
159136	10/27/2016	058736 EVANS, PAUL	10/09-10/13/16		I.S.- PER DIEM (MUNICIPAL I.S. CONF) 606-6040-6044-2280-0000-000	174.14 Total : 174.14
159137	10/27/2016	015957 FAIRVIEW FORD SALES, INC	C19214 C20175	054250 054250	AUTOMOTIVE REPAIRS 608-6150-8700-2210-6071-000 AUTOMOTIVE REPAIRS 608-6150-8700-2210-6071-000	5,443.55 116.24 Total : 5,559.79
159138	10/27/2016	cbc#7715 FATTAL, ERAN	00110850		CLOSING BILL CREDIT 520-2450-232	225.61 Total : 225.61
159139	10/27/2016	060587 FELIX JR, ALBERT	REBATE- TURF		WATER CONSERVATION REBATE 521-8100-8110-2041-0000-000	800.00 Total : 800.00

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
159140	10/27/2016	001422 FERGUSON ENTERPRISES INC #1350	3837687		WW- PLUMBING SUPPLIES	
				054251	522-8200-8200-2257-0000-000	105.02
			3850692		WW- PLUMBING SUPPLIES	
				054251	522-8200-8200-2257-0000-000	234.63
					Total :	339.65
159141	10/27/2016	093728 FIRE APPARATUS SOLUTIONS	10674		FIRE- VEHICLE MAINTENANCE	
				016610	100-6090-6091-2210-0000-000	331.52
			10675		FIRE- VEHICLE MAINTENANCE	
				016610	100-6090-6091-2210-0000-000	6,538.87
			10676		FIRE- VEHICLE MAINTENANCE	
				016610	100-6090-6091-2210-0000-000	10,818.33
			10677		FIRE- VEHICLE MAINTENANCE	
				016610	100-6090-6091-2210-0000-000	486.01
			10678		FIRE- VEHICLE MAINTENANCE	
				016610	100-6090-6091-2210-0000-000	4,666.54
					Total :	22,841.27
159142	10/27/2016	060576 FLORES, JOHN	1076104.015		REFUND CLEANING DEPOSIT	
					100-6747-000	100.00
					Total :	100.00
159143	10/27/2016	093928 FLYERS ENERGY, LLC	16-342804		INV- FUEL, DIESEL, AND LUBRICANTS	
				054252	100-1530-000	8,477.34
			16-345443		FIRE- DIESEL FUEL	
				054252	100-6090-6091-2210-0000-000	1,404.00
					Total :	9,881.34
159144	10/27/2016	092108 G & G ENVIRONMENTAL	COC-0916		WW- PRETREATMENT PROGRAM	
				016033	522-8200-8200-2350-0000-000	6,443.42
					Total :	6,443.42
159145	10/27/2016	060573 GALLEGOS, JUAN C.	REBATE- TURF		WATER CONSERVATION REBATE	
					521-8100-8110-2041-0000-000	800.00
					Total :	800.00
159146	10/27/2016	017955 GALLS, LLC	BC0335506		PD- UNIFORM (T. HEARD)	

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
159146	10/27/2016	017955 GALLS, LLC	(Continued)			
			BV0334596	054254	100-6070-6071-1170-0000-000	41.20
				054254	PD- UNIFORM (A. BETANCUR)	28.97
					100-6070-6071-1170-0000-000	28.97
					Total :	70.17
159147	10/27/2016	000230 GAS COMPANY	009-021-7100-8-1016		BM- GAS SERVICES	
			034-221-7500-4-1016	054255	605-6150-6211-2320-0000-000	112.99
			036-321-7500-0-1016	054255	BM- GAS SERVICES	122.71
			050-921-8700-3-1016	054255	605-6150-6211-2320-0000-000	1,001.22
			078-321-4900-4-1016	054255	BM- GAS SERVICES	76.14
			082-521-4900-3-1016	054255	605-6150-6211-2320-0000-000	6.44
			101-521-4300-3-1016	054255	BM- GAS SERVICES	36.10
			187-421-0400-5-1016	054255	605-6150-6211-2320-0000-000	55.57
				054255	BM- GAS SERVICES	42.89
					Total :	1,454.06
159148	10/27/2016	000157 GENUINE AUTO PARTS	161154		AUTOMOTIVE PARTS	
			161411	054256	608-6150-8700-2210-6160-000	24.26
			161529	054256	FIRE- AUTOMOTIVE PARTS	28.06
			161530	054256	100-6090-6091-2210-0000-000	348.14
			161539	054256	AUTOMOTIVE PARTS	28.34
			161559	054256	608-6150-8700-2210-8000-000	26.99
			161573	054256	AUTOMOTIVE PARTS	-7.02

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
159148	10/27/2016	000157 GENUINE AUTO PARTS	(Continued)			
			161615	054256	608-6150-8700-2210-6205-000 AUTOMOTIVE PARTS	7.33
			161621	054256	608-6150-8700-2210-6160-000 AUTOMOTIVE PARTS	31.95
			161729	054256	608-6150-8700-2210-6071-000 AUTOMOTIVE PARTS	203.74
			161814	054256	608-6150-8700-2210-6071-000 AUTOMOTIVE PARTS	75.30
			161898	054256	608-6150-8700-2210-6071-000 AUTOMOTIVE PARTS	14.57
			161945	054256	608-6150-8700-2210-8200-000 AUTOMOTIVE PARTS	29.14
			161962	054256	608-6150-8700-2210-8000-000 AUTOMOTIVE PARTS	385.87
			162333	054256	608-6150-8700-2210-8000-000 AUTOMOTIVE PARTS	1.27
			162335	054256	608-6150-8700-2210-6205-000 AUTOMOTIVE PARTS	32.39
			162764	054256	608-6150-8700-2210-6205-000 FIRE- AUTOMOTIVE PARTS	5.51
			162895	054256	100-6090-6091-2210-0000-000 AUTOMOTIVE PARTS	30.22
				054256	100-6090-6091-2210-0000-000	47.67
					Total :	1,329.58
159149	10/27/2016	092564 GORM INC.	240383		INV- JANITORIAL SUPPLIES	
				016981	100-1500-000	1,345.21
					100-1500-000	121.84
				016981	100-1500-000	177.84
					Total :	1,644.89
159150	10/27/2016	025906 HOME DEPOT	1594780		BM- HARDWARE SUPPLIES	
			2020560	054262	605-6150-6211-2250-6217-000 ELEC- HARDWARE SUPPLIES	39.09
				054261	520-8000-8003-2255-0592-100	397.31

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
159150	10/27/2016	025906 HOME DEPOT	(Continued) 2060375		ELEC- HARDWARE SUPPLIES 520-8000-8003-2255-0592-100	449.74
			3032150	054261	BM- HARDWARE SUPPLIES 605-6150-6211-2250-8101-000	21.62
			4032034	054262	ELEC- HARDWARE SUPPLIES 520-8000-8003-2255-0592-100	169.41
			4973449	054261	FIRE- HARDWARE SUPPLIES 100-6090-6091-2301-0000-000	973.17
			8020012	054263	BM- HARDWARE SUPPLIES 605-6150-6211-2250-6211-000	61.70
			9024343	054262	ELEC- HARDWARE SUPPLIES 520-8000-8003-2255-0592-100	28.07
					Total :	2,140.11
159151	10/27/2016	025906 HOME DEPOT	0023257		PARKS- HARDWARE SUPPLIES 100-6150-6205-2301-0000-000	24.88
			1024013	016984	ST- HARDWARE SUPPLIES 210-6150-6160-2301-0000-000	254.60
			5123016	016720	PARKS- HARDWARE SUPPLIES 100-6150-6205-2301-0000-000	21.61
			8622917	016984	ELEC- HARDWARE SUPPLIES 520-8000-8009-2225-0548-000	691.51
					Total :	992.60
159152	10/27/2016	037218 HOSE MAN	6184785-0001-06		PARKS- HOSE REPAIRS 100-6150-6160-2301-0000-000	23.43
			6184786-0001-06	054265	PARKS- HOSE REPAIRS 100-6150-6160-2301-0000-000	9.90
					Total :	33.33
159153	10/27/2016	041205 HOUSTON & HARRIS PCS INC.	16-19863		WW- HYDRO-WASH SERVICES 522-8200-8200-2350-0000-000	1,564.00
				016900		Total : 1,564.00
159154	10/27/2016	000164 HUB CONST SPECIALTIES, INC	B07002319		PARKS- MAINTENANCE SUPPLIES 100-6150-6205-2301-0000-000	104.46
				016889		

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
159154	10/27/2016	000164 HUB CONST SPECIALTIES, INC	(Continued) B07003256	016889	PARKS- MAINTENANCE SUPPLIES 100-6150-6205-2301-0000-000	194.85 Total : 299.31
159155	10/27/2016	000164 HUB CONST SPECIALTIES, INC	B07019149 B07019894	054267 054267	W- MAINTENANCE MATERIALS 521-8100-8101-2301-0000-000 W- MAINTENANCE MATERIALS 521-8100-8101-2411-0000-000	20.19 Total : 127.79
159156	10/27/2016	018204 INLAND DESERT SECURITY &, COMMUNICATI	161000506101	016707	ELEC- ANSWERING SERVICE 520-8000-8001-2350-0923-000	455.90 Total : 455.90
159157	10/27/2016	003770 JONES CHEMICALS, INC	700584	054271	W- CHEMICAL SUPPLIES 521-8100-8101-2308-0000-000	2,427.21 Total : 2,427.21
159158	10/27/2016	060586 JUNG, RAY	REBATE- TURF		WATER CONSERVATION REBATE 521-8100-8110-2041-0000-000	800.00 Total : 800.00
159159	10/27/2016	092954 KATZ, OKITSU AND ASSOCIATES	JB53145xX8	016118	CIP- CITYWIDE TRANSPORTATION PLAN 225-1604-6150-3890-0000-000	6,692.50 Total : 6,692.50
159160	10/27/2016	093456 KROGER	0816052561 0816052562 0916052745 0916052864 0916052969	016638 016638 016637 016638 016638	C. CARE- SUPPLIES- PRESCHOOL 206-7200-7203-2305-0000-000 C. CARE- SUPPLIES- PRESCHOOL 206-7200-7203-2305-0000-000 C. CARE- SUPPLIES- SCHOOL AGE 206-7200-7202-2305-0000-000 C. CARE- SUPPLIES- PRESCHOOL 206-7200-7203-2305-0000-000 C. CARE- SUPPLIES- PRESCHOOL 206-7200-7203-2305-0000-000	229.16 276.53 65.22 236.16 183.84

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
159160	10/27/2016	093456 093456 KROGER	(Continued)			Total : 990.91
159161	10/27/2016	cbc1422 LEVAYE, MARIE	00110770		CLOSING BILL CREDIT 520-2450-232	108.17 Total : 108.17
159162	10/27/2016	042327 LIFE ASSIST	769452	016573	FIRE- MEDICAL SUPPLIES 100-6090-6091-2301-0000-000	1,020.09 Total : 1,020.09
159163	10/27/2016	041927 LOU'S TIRE SERVICE	81100 81136 81179	054275 054275 054275	AUTOMOTIVE TIRES 608-6150-8700-2210-6071-000 AUTOMOTIVE TIRES 608-6150-8700-2210-8000-000 AUTOMOTIVE TIRES 608-6150-8700-2210-6205-000	890.52 655.00 100.03 Total : 1,645.55
159164	10/27/2016	093703 MAILFINANCE INC.	N6159013	016790	C. CLERK- LEASE- FOLDING MACHINE 100-6010-6010-2420-0000-000 100-6010-6010-2420-0000-000	449.78 28.09 Total : 477.87
159165	10/27/2016	093062 MALLORY SAFETY & SUPPLY LLC	4148190	016794	FIRE- UNIFORM PANTS 100-6090-6091-1170-0000-000	2,509.06 Total : 2,509.06
159166	10/27/2016	094057 MARK DUST PHOTOGRAPHY	#SS-00030-001		PHOTOGRAPHY SERVICES 100-6200-6202-2301-0000-000	920.00 Total : 920.00
159167	10/27/2016	093033 MAYON, LLC	10/18-10/27/16		FIN- PROF ACCOUNTING SERVICES 100-6040-6041-2350-0000-000	2,150.00 Total : 2,150.00
159168	10/27/2016	048919 MCHARGUE, TIM	TUIT 16/17		FIRE- TUITION REIMBURSEMENT 100-6090-6091-1160-0000-000	1,221.00

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
159168	10/27/2016	048919 048919 MCHARGUE, TIM	(Continued)		Total :	1,221.00
159169	10/27/2016	024589 MEDRANO, VIOLA	REBATE- TURF		WATER CONSERVATION REBATE 521-8100-8110-2041-0000-000	800.00
					Total :	800.00
159170	10/27/2016	060583 MILSTEAD, LISA	REBATE- TURF		WATER CONSERVATION REBATE 521-8100-8110-2041-0000-000	640.00
					Total :	640.00
159171	10/27/2016	041081 MISSION LINEN SUPPLY & UNIFORM	503388225	054276	PD- UNIFORM RENTAL SERVICES 100-6070-6071-2350-0000-000	329.87
			503434941	054276	BM- UNIFORM RENTAL SERVICES 605-6150-6211-2250-6211-000	32.59
			503443555	054276	AUTO- UNIFORM RENTAL SERVICES 608-6150-8700-1170-0000-000	18.56
				054276	608-6150-8700-2301-0000-000	24.21
			503443557	054276	BM- UNIFORM RENTAL SERVICES 605-6150-6211-1170-0000-000	25.15
					Total :	430.38
159172	10/27/2016	041081 MISSION LINEN SUPPLY & UNIFORM	503397594	016714	ST- UNIFORM RENTAL SERVICES 210-6150-6160-1170-0000-000	6.86
			503397596	016714	ST- UNIFORM RENTAL SERVICES 210-6150-6160-1170-0000-000	72.74
			503397597	016893	PARKS- UNIFORM RENTAL SERVICES 100-6150-6205-1170-0000-000	70.86
			503397598	016894	PARKS- UNIFORM RENTAL SERVICES 701-6150-6220-1170-0000-000	8.38
				016894	702-6150-6210-1170-0000-000	8.39
					Total :	167.23
159173	10/27/2016	060591 NASSAR, JOSHUA	10/24-10/26/16		PD- PER DIEM (FIELD SOBRIETY) 100-6070-6071-1160-0000-000	141.00
					Total :	141.00
159174	10/27/2016	059177 NEW YORK LIFE	NOV 16		PREMIUMS PROCESSED 762-2205-000	576.46

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
159174	10/27/2016	059177	059177 NEW YORK LIFE		(Continued)	Total : 576.46
159175	10/27/2016	045033	OFFICE DEPOT		846850585001	PD- CREDIT
				054280	100-6070-6071-2300-0000-000	-23.65
					851676558001	DEV SVCS- OFFICE SUPPLIES
				054280	100-6300-6302-2300-0000-000	241.80
						100-6300-6302-2300-0000-000
					864537344001	PD- OFFICE SUPPLIES
				054280	100-6070-6071-2300-0000-000	128.48
					864537492001	PD- OFFICE SUPPLIES
				054280	100-6070-6071-2300-0000-000	5.39
					866191603001	PD- OFFICE SUPPLIES
				054280	100-6070-6071-2300-0000-000	212.18
					866191802001	PD- OFFICE SUPPLIES
				054280	100-6070-6071-2300-0000-000	20.93
					866191803001	PD- OFFICE SUPPLIES
				054280	100-6070-6071-2300-0000-000	6.27
					866712007001	COMM SVCS- OFFICE SUPPLIES
				054280	100-6200-6213-2301-0000-000	18.79
						100-6200-6213-2301-0000-000
					867671388001	COMM SVCS- OFFICE SUPPLIES
				054280	100-6200-6218-2301-0000-000	19.34
						100-6200-6218-2301-0000-000
					868611898001	COMM SVCS- OFFICE SUPPLIES
				054280	100-6200-6215-2301-0000-000	81.64
						100-6200-6215-2301-0000-000
					868611963001	COMM SVCS- OFFICE SUPPLIES
				054280	100-6200-6250-2302-0000-000	21.41
						100-6200-6250-2302-0000-000
					868611965001	COMM SVCS- OFFICE SUPPLIES
				054280	100-6200-6213-2301-0000-000	8.79
						100-6200-6213-2301-0000-000
					868611966001	COMM SVCS- OFFICE SUPPLIES
				054280	100-6200-6215-2301-0000-000	4.19
						100-6200-6215-2301-0000-000
					869424938001	COMM SVCS- OFFICE SUPPLIES
				054280	100-6200-6202-2301-0000-000	72.24

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
159175	10/27/2016	045033 OFFICE DEPOT	(Continued)			
			869627472001	054280	100-6200-6212-2301-0000-000 COMM SVCS- OFFICE SUPPLIES	151.24
					100-6200-6202-2301-0000-000	5.78
			869627472002	054280	100-6200-6202-2301-0000-000 COMM SVCS- OFFICE SUPPLIES	72.26
					100-6200-6202-2354-0000-000	28.77
			870128081001		100-6200-6202-2354-0000-000 DEV SVCS- OFFICE SUPPLIES	2.30
				054280	100-6300-6302-2300-0000-000	52.34
			870128082001		100-6300-6302-2300-0000-000 DEV SVCS- OFFICE SUPPLIES	4.19
				054280	100-6300-6302-2300-0000-000	16.47
			870346930001		100-6300-6302-2300-0000-000 COMM SVCS- OFFICE SUPPLIES	1.32
				054280	100-6200-6202-2354-0000-000	173.83
			871946490001		100-6200-6202-2354-0000-000 FIN- OFFICE SUPPLIES	13.91
				054280	100-6040-6041-2300-0000-000	47.78
					100-6040-6041-2300-0000-000	3.82
			871946553001		FIN- OFFICE SUPPLIES	8.79
				054280	100-6040-6041-2300-0000-000	0.70
					Total :	1,432.97
159176	10/27/2016	060574 OKUWOQA, ADESHULA	1077187.015		REFUND CLEANING DEPOSIT 100-6747-000	100.00
					Total :	100.00
159177	10/27/2016	046038 ORACLE AMERICA INC., ("SPL")	43114623	015688	ELEC- MAINTENANCE- EAM SOFTWARE 520-8000-8001-2350-0923-000	16,144.39
					Total :	16,144.39
159178	10/27/2016	060589 OROZCO AUTO REPAIR	00546436		CLOSING BILL CREDIT 520-2450-232	1,040.34
					Total :	1,040.34

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
159179	10/27/2016	093839 P & P UNIFORMS	406159/4		PD- UNIFORM (L. GUIITERREZ)	
				054281	100-6070-6071-1170-0000-000	19.53
			406319/4		PD- UNIFORM (R. VEGA)	
				054281	100-6070-6071-1170-0000-000	211.24
					Total :	230.77
159180	10/27/2016	003293 PADILLA, CAROLINA R	EXC MED 16/17		C. CLERK- MEDICAL EXPENSE REIMB.	
					100-6010-6010-1100-0000-000	455.54
					Total :	455.54
159181	10/27/2016	003244 PARKHOUSE TIRE, INC	2010479773		FIRE- APPARATUS	
				016945	100-6090-6091-2210-0000-000	4,095.96
			2010481143		FIRE - APPARATUS	
				016945	100-6090-6091-2210-0000-000	1,630.24
					Total :	5,726.20
159182	10/27/2016	060339 PEREZ, EDGAR	10/24-10/26/16		PD- PER DIEM (FIELD SOBRIETY)	
					100-6070-6071-1160-0000-000	141.00
					Total :	141.00
159183	10/27/2016	093060 PROTECTION ONE ALARM MONITORIN	60390036- 11/15		BM- MAINT. AGREEMENT-CITY HALL	
				016938	605-6150-6211-2250-6211-000	153.01
					Total :	153.01
159184	10/27/2016	014316 PRUDENTIAL OVERALL SUPPLY	22318759		ELEC- UNIFORM RENTAL SERVICES	
				054308	520-8000-8009-2225-0548-000	63.75
			22319401		ELEC- UNIFORM RENTAL SERVICES	
				054308	520-8000-8004-1170-0926-000	271.54
				054308	520-8000-8002-2301-0921-000	25.30
			22319402		ELEC- UNIFORM RENTAL SERVICES	
				054308	520-8000-8003-1170-0926-000	126.93
			22322165		ELEC- UNIFORM RENTAL SERVICES	
				054308	520-8000-8009-2225-0548-000	63.75
			22322863		ELEC- UNIFORM RENTAL SERVICES	
				054308	520-8000-8004-1170-0926-000	208.15
				054308	520-8000-8002-2301-0921-000	12.65
			22322864		ELEC- UNIFORM RENTAL SERVICES	

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
159184	10/27/2016	014316 PRUDENTIAL OVERALL SUPPLY	(Continued)	054308	520-8000-8003-1170-0926-000	176.84
Total :						948.91
159185	10/27/2016	094044 R. F. DICKSON	2508176	016476	ST- STREET SWEEPING SVC 100-6150-6160-2350-0000-000	17,500.00
Total :						17,500.00
159186	10/27/2016	060584 RAMOS, MICHELE	REBATE- TURF		WATER CONSERVATION REBATE 521-8100-8110-2041-0000-000	800.00
Total :						800.00
159187	10/27/2016	060538 REALTY ASSOCIATE FUND 10	01977995		CLOSING BILL CREDIT 520-2450-232	1,410.00
			01978201		CLOSING BILL CREDIT 520-2450-232	315.00
Total :						1,725.00
159188	10/27/2016	093911 RIVERSIDE COUNTY DEPARTMENT OF	AN0000000837	016796	PD- ANIMAL SHELTER SVCS 100-6070-6071-2350-0000-000	13,773.50
Total :						13,773.50
159189	10/27/2016	038549 RODRIGUEZ, PATRICIA	SEPT 16	016803	COMM SVCS- CONTRACT INSTRUCTOI 100-6200-6202-2350-0000-000	2,310.40
Total :						2,310.40
159190	10/27/2016	cbc1414 RODRIGUEZ, VIRGINIA	00390585		CLOSING BILL CREDIT 520-2450-232	139.96
Total :						139.96
159191	10/27/2016	cbc1412 ROQUET CONTRUCTION INC	02005266		CLOSING BILL CREDIT 521-2400-000	726.58
Total :						726.58
159192	10/27/2016	016258 ROYAL WHOLESALE ELECTRIC	6441-517075	016812	BM- MAINTENANCE MATERIAL 605-6150-6211-2250-6211-000	385.56
			6441-518500	016812	BM- MAINTENANCE MATERIAL 605-6150-6211-2250-6211-000	190.53

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
159192	10/27/2016	016258 ROYAL WHOLESALE ELECTRIC	(Continued) 6441-518514	016812	BM- MAINTENANCE MATERIAL 605-6150-6211-2250-6211-000	278.10 Total : 854.19
159193	10/27/2016	cbc1413 RUIZ, ANA	00491130		CLOSING BILL CREDIT 520-2450-232	96.77 Total : 96.77
159194	10/27/2016	018335 SAN BERNARDINO ASSOCIATED GOVT	896-C13040-1000802-9	013650	TRAFFIC IMPACT- I-10 PEPPER 249-1000-6900-2350-0000-000	26,640.57 Total : 26,640.57
159195	10/27/2016	003272 SAN BERNARDINO COUNTY	SEPT 16	016654	PD- COUNTY FORMS & SUPPLIES 100-6070-6071-2300-0000-000	70.50 Total : 70.50
159196	10/27/2016	025855 SAN BERNARDINO COUNTY	0284-221-16- 1ST&2ND		W- SECURED PROPERTY TAX 722-6150-8215-2570-0000-000	253.46 Total : 253.46
159197	10/27/2016	093702 SERRANO NURSERY	10219 10224	016982 016982	PARKS- LANDSCAPE MATERIALS 100-6150-6205-2301-0000-000 PARKS- LANDSCAPE MATERIALS 100-6150-6205-2301-0000-000	70.20 35.10 Total : 105.30
159198	10/27/2016	093642 SHRED-IT USA INC.	8120856559	016660	PD- DOCUMENT DESTRUCTION SVC 100-6070-6071-2350-0000-000	156.14 Total : 156.14
159199	10/27/2016	046087 SIERRA VISTA BAPTIST CHURCH	69		C. CARE- PRESCHOOL LEASE 206-7200-7203-2421-0000-000	1,625.00 Total : 1,625.00
159200	10/27/2016	094045 SITEONE LANDSCAPE SUPPLY, LLC	77934646	016954	INV- LANDSCAPE SUPPLIES 100-1500-000 100-1500-000	867.19 69.38

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
159200	10/27/2016	094045 SITEONE LANDSCAPE SUPPLY, LLC	(Continued) 77935383		INV- VALVE BOXES	
				016978	100-1500-000	223.23
					100-1500-000	17.86
					Total :	1,177.66
159201	10/27/2016	093099 SKAPIK LAW GROUP	CLT-003M- 50		W- LEGAL SERVICES- GROUNDWATER	
					521-8100-8101-2350-0000-000	3,628.50
					Total :	3,628.50
159202	10/27/2016	092670 SO CAL LOCKSMITH	34473		PARKS- LOCK PARTS & SVC	
				016888	100-6150-6205-2301-0000-000	47.50
					Total :	47.50
159203	10/27/2016	000228 SOUTHERN CALIFORNIA EDISON	2-01-195-9400-10/16		ELEC- ELECTRICAL SERVICE	
				016843	520-8000-8001-2320-0930-200	170.53
					Total :	170.53
159204	10/27/2016	000234 SQUIRES LUMBER COMPANY	308736		BM- MAINTENANCE MATERIAL	
			309229	054295	605-6150-6211-2250-6091-000	45.15
			309246	054295	605-6150-6211-2250-6091-000	12.18
			309289	054295	605-6150-6211-2250-6091-000	64.92
			309303	054295	605-6150-6211-2250-6091-000	13.11
			309668	054295	605-6150-6211-2250-6091-000	12.18
			310716	054295	520-8000-8003-2255-0592-100	11.86
			310722	054295	605-6150-6211-2250-6091-000	6.47
			310723	054295	522-8200-8200-2255-0000-000	51.25
			310741	054295	522-8200-8200-2255-0000-000	31.33

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
159204	10/27/2016	000234 SQUIRES LUMBER COMPANY	(Continued)			
			310745	054295	522-8200-8200-2301-0000-000 WW- MAINTENANCE MATERIAL	4.97
			310765	054295	522-8200-8200-2301-0000-000 WW- MAINTENANCE MATERIAL	70.16
			310777	054295	522-8200-8200-2257-0000-000 WW- MAINTENANCE MATERIAL	53.97
			310800	054295	522-8200-8200-2255-0000-000 W- MAINTENANCE MATERIAL	52.84
			310805	054295	521-8100-8101-2411-0000-000 BM- MAINTENANCE MATERIAL	52.26
			310808	054295	605-6150-6211-2250-6217-000 ELEC- MAINTENANCE MATERIAL	42.37
			310810	054295	520-8000-8003-2255-0592-100 W- MAINTENANCE MATERIAL	17.95
			310812	054295	521-8100-8101-2411-0000-000 W- MAINTENANCE MATERIAL	47.98
			310827	054295	521-8100-8101-2411-0000-000 COMM SVCS- MAINTENANCE MATERIAL	11.33
				054295	100-6200-6250-2250-0000-000	13.33
					Total :	615.61
159205	10/27/2016	003079 STATE OF CALIF / JUSTICE DEPT	191882		HR- FINGERPRINTING SERVICES	
				054296	100-6030-6030-2342-0000-000	128.00
					Total :	128.00
159206	10/27/2016	003203 STATE OF CALIFORNIA	52457		PD- OFFSET PROGRAM	
					100-6070-6071-2350-0000-000	103.76
					Total :	103.76
159207	10/27/2016	093833 SWISHER HYGIENE FRANCHISE CORP	6H03374356		COMM SVCS- RESTROOM MAINT. SVCS	
				016806	100-6200-6217-2350-0000-000	95.00
			6H03389400		COMM SVCS- RESTROOM MAINT. SERVICES	
				016806	100-6200-6217-2350-0000-000	95.00
			6H03389401		COMM SVCS- RESTROOM MAINTENANCE SVC	
				016806	100-6200-6217-2350-0000-000	425.00
			6H03404785		COMM SVCS- RESTROOM MAINT. SVC	

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
159207	10/27/2016	093833 SWISHER HYGIENE FRANCHISE CORP	(Continued)			
			6H03418665	016806	100-6200-6217-2350-0000-000	116.60
				016806	COMM SVCS- RESTROOM MAINT. SVC	116.60
					Total :	848.20
159208	10/27/2016	093644 THE ALTUM GROUP	3358		DEV SVCS- ENVIRONMENTAL SERVICE	
				054311	762-2326-000	300.00
					Total :	300.00
159209	10/27/2016	002964 THE COUNSELING TEAM	32253		HR- PSYCHOLOGICAL ASSESSMENT	
			32360	054244	100-6030-6030-2342-0000-000	500.00
					PD- CRISIS INTERVENTION	
					100-6070-6071-2350-0000-000	875.00
					Total :	1,375.00
159210	10/27/2016	059603 THE STANDARD INSURANCE COMPANY	NOV 16		LIFE & STD/LTD PREMIUMS	
					100-6030-6030-2440-0000-000	11,085.91
					762-2205-000	857.58
					Total :	11,943.49
159211	10/27/2016	093146 TIME WARNER CABLE	844840- OCT 16		COMM SVCS- CABLE SERVICES	
					100-6200-6217-2301-0000-000	60.10
					Total :	60.10
159212	10/27/2016	092057 U E COMPRESSION	92369		ELEC- VARIOUS PARTS	
				016545	520-8000-8009-2225-0548-000	2,363.44
					Total :	2,363.44
159213	10/27/2016	092083 ULTRA PRINTING	12950		COMM SVCS- BUSINESS CARDS	
			12977	054300	100-6200-6202-2301-0000-000	33.48
			12978	054300	FIRE- BUSINESS CARDS	
				054300	100-6090-6091-2301-0000-000	24.73
				054300	DEV SVCS- BUSINESS CARDS	
					100-6300-6302-2301-0000-000	55.30
					Total :	113.51
159214	10/27/2016	014681 UNDERGROUND SERVICE ALERT	920160160		ELEC- SERVICE ALERTS	

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
159214	10/27/2016	014681 UNDERGROUND SERVICE ALERT	(Continued)			
				016842	520-8000-8001-2350-0923-000	62.01
				016842	521-8100-8101-2301-0000-000	61.99
				016842	522-8200-8200-2301-0000-000	62.00
					Total :	186.00
159215	10/27/2016	035315 USA BLUE BOOK	072132		W- OPERATING SUPPLIES	
				016704	521-8100-8101-2411-0000-000	946.91
					Total :	946.91
159216	10/27/2016	021965 VALLEY ANIMAL HOSPITAL, INC	335240		PD- VETERINARY SERVICES	
				016657	100-6070-6071-2350-0000-000	10.50
					Total :	10.50
159217	10/27/2016	093406 VERIZON WIRELESS	9772233930		FIRE- CELLULAR SERVICES	
				054302	100-6090-6091-2310-0000-000	4.40
			9772233944		FIRE- CELLULAR SERVICES	
				054302	100-6090-6091-2310-0000-000	143.39
			9772840748		ELEC- CELLULAR SERVICES	
				054302	520-8000-8001-2310-0930-200	456.12
					Total :	603.91
159218	10/27/2016	093660 VOHNE LICHE KENNELS, INC.	11206		PD- K-9/ HANDLER TRAINING	
				016631	100-6070-6071-1160-0000-000	175.00
			11266		PD- K-9/ HANDLER TRAINING	
				016631	100-6070-6071-1160-0000-000	175.00
					Total :	350.00
159219	10/27/2016	033501 VULCAN MATERIALS COMPANY	71238499		ST- ASPHALT MATERIAL	
				016716	210-6150-6160-2301-0000-000	486.40
			71246495		ST- ASPHALT MATERIAL	
				016716	210-6150-6160-2301-0000-000	828.64
			71251164		ST- ASPHALT MATERIAL	
				016716	210-6150-6160-2301-0000-000	209.52
			71251165		W- ASPHALT MATERIAL	
				016699	521-8100-8101-2301-0000-000	315.40
					Total :	1,839.96

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
159220	10/27/2016	000159 WW GRAINGER, INC	9235439099		WW- MAINTENANCE SUPPLIES	
				054304	522-8200-8200-2255-0000-000	259.24
			9235439107		WW- MAINTENANCE SUPPLIES	
				054304	522-8200-8200-2255-0000-000	196.93
			9235925659		WW- MAINTENANCE SUPPLIES	
				054304	522-8200-8200-2255-0000-000	196.93
			9237371936		WW- MAINTENANCE SUPPLIES	
				054304	522-8200-8200-2255-0000-000	160.38
			9239863906		ELEC- MAINTENANCE SUPPLIES	
				054304	520-8000-8003-2255-0592-100	201.44
			9242013168		ELEC- MAINTENANCE SUPPLIES	
				054304	520-8000-8003-2255-0592-100	718.07
			9242013176		ELEC- MAINTENANCE SUPPLIES	
				054304	520-8000-8003-2255-0592-100	77.12
					Total :	1,810.11
159221	10/27/2016	000188 WAXIE	76265865		INV- JANITORIAL SUPPLIES	
				016986	100-1500-000	1,469.30
					100-1500-000	69.94
			76271891		INV- JANITORIAL SUPPLIES	
				016986	100-1500-000	31.19
					100-1500-000	1.48
					Total :	1,571.91
159222	10/27/2016	000750 WESCO DISTRIBUTION INC	937465		ELEC INV- HARDWARE SUPPLIES	
				016961	520-1500-154	1,459.68
					520-1500-154	116.77
			946633		ELEC INV- HARDWARE SUPPLIES	
				016961	520-1500-154	515.00
					520-1500-154	41.20
					Total :	2,132.65
159223	10/27/2016	003478 WESTERN WATER WORKS SUPPLY	431071-00		W- HARDWARE SUPPLIES	
				016966	521-1500-000	2,080.00
					521-1500-000	166.40
					Total :	2,246.40

Bank code :		boa					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
159224	10/27/2016	cbc1416 WILLIAMS, ROMONA	00520590		CLOSING BILL CREDIT 520-2450-232	164.34	
							Total : 164.34
159225	10/27/2016	045690 WIRZ & COMPANY PRINTING	88598		COMM SVCS- ARMC 5K FLYERS 100-6200-6214-2301-0000-000	259.20	
							Total : 259.20
159226	10/27/2016	002761 XEROX CORPORATION	086450370	016789	C. CLERK- LEASE ON COPIER 100-6010-6010-2420-0000-000 100-6010-6010-2420-0000-000	850.29 68.02	
							Total : 918.31
159227	10/27/2016	092120 XYLEM DEWATERING SOLUTIONS INC	400643799	016485 016485	WW- BYPASS PUMP 522-8200-8200-4955-0000-000 522-8200-8200-4955-0000-000 522-8200-8200-4955-0000-000	55,276.26 4,574.10 1,900.00	
							Total : 61,750.36
159228	10/27/2016	060588 YAZMIN TORRES CERDA, NAYELI	REBATE- TURF		WATER CONSERVATION REBATE 521-8100-8110-2041-0000-000	800.00	
							Total : 800.00
1250000	10/24/2016	003833 SO CALIF PUBLIC POWER AUTH, %US BANK / MA 1016			ELEC- TRANSMISSION COSTS 520-8000-8006-2330-0555-700	52,591.00	
							Total : 52,591.00
1260000	10/24/2016	003111 SO CALIF PUBLIC POWER AUTH	MAG 1016		ELEC- POWER COSTS 520-8000-8006-2330-0555-900	165,824.00	
							Total : 165,824.00
1270000	10/24/2016	000904 CITY OF BURBANK	119161		ELEC- BILLING FOR MAGNOLIA POWEI 520-8000-8006-2330-0555-700	29,200.00	
							Total : 29,200.00
1280000	10/24/2016	003834 SO CALIF PUBLIC POWER AUTH	MP 1016		ELEC- TRANSMISSION COSTS 520-8000-8006-2330-0555-700	6,822.00	

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
1280000	10/24/2016	003834	003834 SO CALIF PUBLIC POWER AUTH		(Continued)	Total : 6,822.00
4320000	10/20/2016	003934	U S DEPARTMENT OF ENERGY	GG1947A0916	INTERTIE POWER SYSTEM 520-8000-8006-2330-0555-700	817.88 Total : 817.88
6508000	10/18/2016	046969	NORESCO	32173	ELEC- O & M SERVICES - AGUA MANS/ 520-8000-8009-2225-0548-000	93,686.16 Total : 93,686.16
7680000	10/20/2016	092133	AVANGRID RENEWABLES, LLC	38401-CLTN	ELEC- WIND ENERGY DELIVERED 520-8000-8006-2330-0555-510	10,788.30 Total : 10,788.30
9990300	10/24/2016	003753	SO CALIF PUBLIC POWER AUTH, BNY WESTE PV 1016		ELEC- POWER COSTS- PALO VERDE 520-8000-8006-2330-0555-200 520-8000-8001-2350-0923-000 520-8000-8004-1160-0926-000 526-8000-8035-2041-0930-040 526-8000-8038-2350-0923-000	72,476.00 1,059.79 209.08 3,565.30 1,600.07 Total : 78,910.24
11567500	10/24/2016	003755	SO CALIF PUBLIC POWER AUTH	MWD 1016	ELEC- MONTHLY POWER COSTS 520-8000-8006-2330-0555-530	56,426.00 Total : 56,426.00
11567600	10/24/2016	060161	SO CALIF PUBLIC POWER AUTH	KBS 1016	ELEC- POWER COSTS 520-8000-8006-2330-0555-540	36,863.81 Total : 36,863.81
29427800	10/20/2016	093997	KELLER MCINTYRE & ASSOCIATES	1169	W & WW- SECURING FEDERAL FUNDS 521-8100-8101-2350-0000-000 522-8200-8200-2350-0000-000 722-6150-8215-2350-0000-000	2,000.00 2,000.00 2,000.00
			1206		W & WW- SECURING FEDERAL FUNDS 521-8100-8101-2350-0000-000 522-8200-8200-2350-0000-000 722-6150-8215-2350-0000-000	2,000.00 2,000.00 2,000.00

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
29427800	10/20/2016	093997 KELLER MCINTYRE & ASSOCIATES	(Continued) 1243		W & WW- SECURING FEDERAL FUNDS	
				016231	521-8100-8101-2350-0000-000	2,236.02
				016231	522-8200-8200-2350-0000-000	2,236.02
				016231	722-6150-8215-2350-0000-000	2,236.01
			1279		W & WW- SECURING FEDERAL FUNDS	
				016231	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
					Total :	24,708.05
46124000	10/25/2016	035929 BANK OF AMERICA	FEDERAL 10/25/16SUPP		FEDERAL TAXES	
					762-2200-000	310.60
					Total :	310.60
46128000	10/25/2016	035929 BANK OF AMERICA	STATE 10/25/16-SUPPL		STATE TAXES	
					762-2010-000	56.74
					Total :	56.74
76404900	10/5/2016	000214 PERS-PAYROLL REPORT	09/29/16- 68		RETIREMENT CONTRIBUTION	
					762-2080-000	118,245.12
					Total :	118,245.12
76405000	10/5/2016	000214 PERS-PAYROLL REPORT	09/29/16- 69		RETIREMENT CONTRIBUTION	
					762-2080-000	27,579.15
					Total :	27,579.15
76405100	10/5/2016	000214 PERS-PAYROLL REPORT	09/29/16- 70		RETIREMENT CONTRIBUTION	
					762-2080-000	39,295.64
					Total :	39,295.64
76405200	10/5/2016	000214 PERS-PAYROLL REPORT	09/29/16- 25056		RETIREMENT CONTRIBUTION	
					762-2080-000	5,679.59
					Total :	5,679.59
76405300	10/5/2016	000214 PERS-PAYROLL REPORT	09/29/16- 25057		RETIREMENT CONTRIBUTION	
					762-2080-000	6,959.47

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
76405300	10/5/2016	000214	000214 PERS-PAYROLL REPORT		(Continued)	Total : 6,959.47
76405400	10/5/2016	000214	PERS-PAYROLL REPORT	09/29/16- 26038	RETIREMENT CONTRIBUTION 762-2080-000	23,720.83 Total : 23,720.83
76405500	10/5/2016	000214	PERS-PAYROLL REPORT	09/29/16- 15025	RETIREMENT CONTRIBUTION 762-2080-000	3,534.15 Total : 3,534.15
76405600	10/5/2016	000214	PERS-PAYROLL REPORT	09/29/16- 15026	RETIREMENT CONTRIBUTION 762-2080-000	6,164.34 Total : 6,164.34
76700000	10/20/2016	042999	SO CALIF PUBLIC POWER AUTH, U S BANK A NGPP 1016		ELEC- COSTS & GAS SALES 520-8000-8006-2330-0555-400	115,034.60 Total : 115,034.60
76987000	10/19/2016	000214	PERS-PAYROLL REPORT	10/13/16- 68	RETIREMENT CONTRIBUTION 762-2080-000	118,899.52 Total : 118,899.52
76987100	10/19/2016	000214	PERS-PAYROLL REPORT	10/13/16- 69	RETIREMENT CONTRIBUTION 762-2080-000	26,799.79 Total : 26,799.79
76987200	10/19/2016	000214	PERS-PAYROLL REPORT	10/13/16- 70	RETIREMENT CONTRIBUTION 762-2080-000	35,292.16 Total : 35,292.16
76987300	10/19/2016	000214	PERS-PAYROLL REPORT	10/13/13- 25056	RETIREMENT CONTRIBUTION 762-2080-000	7,254.20 Total : 7,254.20
76987400	10/19/2016	000214	PERS-PAYROLL REPORT	10/13/16- 25057	RETIREMENT CONTRIBUTION 762-2080-000	6,974.63 Total : 6,974.63

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
76987500	10/19/2016	000214 PERS-PAYROLL REPORT	10/13/16- 26038		RETIREMENT CONTRIBUTION 762-2080-000	24,735.10 Total : 24,735.10
76987600	10/19/2016	000214 PERS-PAYROLL REPORT	10/13/16- 15025		RETIREMENT CONTRIBUTION 762-2080-000	3,621.26 Total : 3,621.26
76987700	10/19/2016	000214 PERS-PAYROLL REPORT	10/13/16- 15026		RETIREMENT CONTRIBUTION 762-2080-000	6,093.87 Total : 6,093.87
99892000	10/24/2016	003756 CITY OF LOS ANGELES / DWP	GA187267		ELEC- TRANSMISSION & DISPATCHING 520-8000-8006-2330-0555-700	6,322.96 Total : 6,322.96
99902000	10/24/2016	003181 SOUTHERN CALIFORNIA GAS CO	099-236-3108-0-0916		ELEC- NATURAL GAS TRANSMISSION 520-8000-8009-2321-0547-000	12,147.00 Total : 12,147.00
300280490	10/13/2016	058819 CALIFORNIA INDEPENDENT	2016101131-33486168		ELECTRIC TRANSMISSION SERVICE 520-8000-8006-2330-0555-710	15.79 Total : 15.79
175 Vouchers for bank code : boa						Bank total : 1,710,742.96
175 Vouchers in this report						Total vouchers : 1,710,742.96



Stacey Dabbs
Finance Director



Aurelio De La Torre
City Treasurer

vchlist
 11/01/2016 10:49:44AM

Voucher List
 City of Colton

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
34135800	10/13/2016	092931 U.S. BANK CORPORATE PAYMENT SY	AUTO- 7740- 0916		AUTO- R. ARABELO CNG FUEL 608-6150-8700-2210-8700-000	36.21
			C. CARE- 4762-0916		C. CARE- C.. RYMER VACUUM BELTS 206-7200-7202-2250-0000-000	5.51
					VACUUM BELTS 206-7200-7203-2250-0000-000	5.50
					VACUUM REPAIR 206-7200-7202-2250-0000-000	30.00
					VACUUM REPAIR 206-7200-7203-2250-0000-000	29.99
			C. CLERK-3244- 0916		C. CLERK- S. SANCHEZ REGIS.- LEAGUE SEMINAR (C. PADILLA) 100-6010-6010-2280-0000-000	475.00
					REGIS.- LEAGUE SEMINAR (S. SANCHEZ) 100-6010-6010-2280-0000-000	475.00
			CM- 5350- 0916		CM- D. MILLER LODGING- ICSC CONF (C. ELSHOF) 100-6300-9050-2280-0000-000	584.29
					LODGING - ICSC CONF (A. MORGAN) 100-6300-9050-2280-0000-000	678.30
					REGIS. (2017 CM DEPT. MEETING) 100-6020-6020-2280-0000-000	650.00
			COMM SVCS-0138-0916		COMM SVCS- K. PHELPS SUPPIES FOR REC 100-6200-6201-2301-0000-000	107.43
					USE TAX 100-6200-6201-2301-0000-000	8.59
					USE TAX 762-2210-000	-8.59
					REFUND OF OVER CHARGE 100-6200-6202-2280-0000-000	-7.33
					PIZZA FOR STAFF TRAINING	

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
34135800	10/13/2016	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued)			
					100-6200-6202-2280-0000-000 GOTHIC ARCH & TRELIS	127.80
					100-6200-6201-2301-0000-000 GAZEBO RENTAL	50.26
					100-6200-6201-2301-0000-000 OUTDOOR LIGHTING	71.65
					100-6200-6201-2301-0000-000 USE TAX	239.80
					100-6200-6201-2301-0000-000 USE TAX	19.18
					762-2210-000 HDMI CABLES	-19.18
					100-6200-6212-2301-0000-000 LAUNDRY BAGS	51.70
					100-6200-6208-2301-0000-000 USE TAX	15.83
					100-6200-6208-2301-0000-000 USE TAX	1.27
					762-2210-000 SUPPLIES FOR 50+ CLUB	-1.27
					762-2318-001 SUPPLIES FOR 50+ CLUB	76.00
					100-6200-6212-2301-0000-000 HDMI ADAPTER	411.08
					100-6200-6212-2301-0000-000 LAUNDRY BAGS	9.71
					100-6200-6208-2301-0000-000 USE TAX	66.87
					100-6200-6208-2301-0000-000 USE TAX	5.35
					762-2210-000 HALLOWEEN BAGS	-5.35
					100-6200-6214-2301-0000-000 USE TAX	235.77

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
34135800	10/13/2016	092931	U.S. BANK CORPORATE PAYMENT SY	(Continued)		
					100-6200-6214-2301-0000-000 USE TAX	16.80
					762-2210-000 STAMPS FOR NOTIFICATION POSTCAF	-16.80
					100-6200-6202-2301-0000-000 GAMES FOR TEEN CENTER	47.00
					100-6200-6218-2301-0000-000 TABLECLOTH ROLLS	286.83
					100-6200-6212-2301-0000-000 USE TAX	155.85
					100-6200-6212-2301-0000-000 USE TAX	10.23
					762-2210-000 THANKSGIVING BANNER	-10.23
					762-2318-001 USE TAX	86.14
					762-2318-001 USE TAX	6.89
					762-2210-000 SUPPLIES FOR LCC 50+ BINGO	-6.89
			COMM SVCS-1342-0916		100-6200-6213-2301-0000-000 COMM SVCS- D. FARRAR STAFF TRAINING	9.72
					100-6200-6202-2301-0000-000 AIRFARE (NRPA CONF)	34.86
			COUNCIL- 4958-0916		100-6200-6202-2280-0000-000 COUNCIL- A. FLORES LODGING (ICSC CONF)	328.58
					100-6000-6000-2280-0000-000 OFFICE SUPPLIES	1,597.96
					100-6000-6000-2301-0000-000 DESSERTS- MAYOR & SENATOR MTG	15.08
					100-6000-6000-2280-0001-000 FRUITS	18.26

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
34135800	10/13/2016	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued)		100-6000-6000-2280-0001-000 HAND SOAP	4.45
					100-6000-6000-2301-0000-000 DINNER- COUNCIL MTG 9/20/16	4.31
			DEV SVCS- 5316- 0916		100-6000-6000-2280-0001-000 DEV SVCS- M. TOMICH	32.99
					TRAIN DURING ICSC CONF	
					100-6300-6301-2280-0000-000 LODGING- ICSC CONF	24.85
					100-6300-6301-2280-0000-000 WEB SUBSCRIPTION- BUS LICENSE	609.40
			ELEC- 3629- 09/16		100-6300-6301-2301-0000-000 ELEC- C. JIMENEZ	25.30
					LODGING- ELECTRIC METER SCHOOL	
					520-8000-8002-2280-0930-200 FOOD FOR IRP MEETING	745.60
					520-8000-8001-2280-0930-200 HARDWARE SUPPLIES	41.69
					520-8000-8004-2301-0921-000 REGIS. (CIS CONFERENCE)	78.57
					606-6040-6044-1160-0000-000 LODGING (CIS CONF)	902.13
			ELEC- 4201- 09/16		606-6040-6044-2280-0000-000 ELEC- R. GALLEGOS	217.82
					WATER SERVICE FOR POWER PLANT	
					520-8000-8009-2225-0548-000 REGIS. (CIS USER TRAINING)	222.82
					606-6040-6044-2280-0000-000 LODGING DEPOSIT	1,726.93
					606-6040-6044-2280-0000-000 WATER SERVICE FOR POWER PLANT	217.82
			ELEC- 8031- 0916		520-8000-8009-2225-0548-000 ELEC- J. SUTORUS	224.95
					BILL INSERT- POWER CONTENT LABEL	

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
34135800	10/13/2016	092931	U.S. BANK CORPORATE PAYMENT SY	(Continued)		
					520-8000-8001-2350-0923-000 LODGING CREDIT	895.27
					520-8000-8005-1160-0926-000 AIRFARE	-150.00
					520-8000-8005-2280-0930-200 APPA CONF REGIS. (A. ROGERS)	732.40
					520-8000-8005-2280-0930-200 APPA CONF REGIS. (J. SUTORUS)	695.00
					520-8000-8005-2280-0930-200 FIN- S. MAGTURO SHIPPING COSTS	695.00
			FIN- 1711- 09/16		100-6040-6041-2300-0000-000	26.75
			FIRE- 4015- 09/16		FIRE- D. DEANTONIO AIRFARE- ADV. LAW ENFORCEMENT~	
					100-6090-6091-2280-0000-000	365.96
					ACLs TRAINING MATERIAL	
					100-6090-6091-1160-0000-000	409.62
			FIRE- 4196- 09/16		FIRE- T. MCHARGUE 911 CEREMONY PHOTOS	
					100-6090-6091-2301-0000-000	50.50
					911 CEREMONY FRAMES	
					100-6090-6091-2301-0000-000	143.82
					OIL CHANGE/ WIPER BLADES	
					100-6090-6091-2210-0000-000	91.28
			FIRE- 4548- 09/16		FIRE- C. CENDEJAS BREAKFAST FOR 911 HONOR GUARD	
					100-6090-6091-2301-0000-000	59.84
					REGIS. CAL OES TRAINING	
					100-6090-6091-1160-0000-000	800.00
					SHIIPPING FEE- HEADSET REPAIRS	
					100-6090-6091-2300-0000-000	18.75
			FIRE- 6381- 09/16		FIRE- K. VALENTIN POSTAGE FOR RETURN ITEM	
					100-6090-6091-2300-0000-000	28.15

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
34135800	10/13/2016	092931	U.S. BANK CORPORATE PAYMENT SY	(Continued)		
					RENEW COLTONFIRE.COM WEB PAGE	
					100-6090-6091-2301-0000-000	379.40
					REPLACEMENT PARTS	
					100-6090-6091-2240-0000-000	209.43
					IFSTA ESSENTIALS BOOKS	
					100-6090-6091-2270-0000-000	548.01
					USE TAX	
					100-6090-6091-2270-0000-000	43.84
					USE TAX	
					762-2210-000	-43.84
					CARBURETOR REPAIR	
					100-6090-6091-2240-0000-000	68.10
					REFUND	
					100-6090-6091-2240-0000-000	-68.10
					CARBURETOR REPAIRS	
					100-6090-6091-2240-0000-000	74.34
					REFUND CARBURETOR REPAIRS	
					100-6090-6091-2240-0000-000	-74.34
					SD CARD READER	
					100-6090-6091-2301-0000-000	18.23
					ACCOUNTABILITY TAGS	
					100-6090-6091-1180-0000-000	99.80
					CARBURETOR REBUILD KIT	
					100-6090-6091-2240-0000-000	19.58
					USE TAX	
					100-6090-6091-2240-0000-000	1.57
					USE TAX	
					762-2210-000	-1.57
					HELMET NAME ROCKERS	
					100-6090-6091-1180-0000-000	54.00
			FIRE- 9195- 0916		FIRE- A. SORK	
					BUILDING & FIRE CODES BOOKS	
					100-6090-6092-2270-0000-000	501.70
			I.S.- 8716- 0916		I.S.- P. EVANS	

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
34135800	10/13/2016	092931	U.S. BANK CORPORATE PAYMENT SY	(Continued)		
					USB CABLE	
					606-6040-6044-2301-0000-000	15.41
					INVENTORY LABELS FOR IT EQUIPMENT	
					606-6040-6044-2301-0000-000	152.00
					USE TAX	
					606-6040-6044-2301-0000-000	12.16
					USE TAX	
					762-2210-000	-12.16
					TRAINING SUBSCRIPTION	
					606-6040-6044-1160-0000-000	299.00
					WI-FI ACCESS POINTS	
					606-6040-6044-4930-0000-000	315.70
			LIB- 4859- 09/16		LIB- E. PEDROZA	
					HARDWARE SUPPLIES	
					100-6200-6250-2301-0000-000	19.96
					LUNCHES- ROTARY MEETINGS	
					100-6200-6250-2280-0000-000	45.39
			PARKS- 9441- 0916		PARKS- A. GARCIA	
					CNG FUEL	
					100-6150-6205-2210-0000-000	21.29
			PD- 1502- 09/16		PD- R. MENDEZ	
					NEXT DAY SHIPPING (ABC GRANT)	
					100-6070-6071-2280-0000-000	59.48
					LODGING (BACKGROUND INVESTIGATION)	
					100-6070-6071-2280-0000-000	167.87
					AIRFARE (BACKGROUND INVESTIGATION)	
					100-6070-6071-2280-0000-000	447.96
					RENTAL CAR (BACKGROUND)	
					100-6070-6071-2280-0000-000	187.84
					PARKING FEE AT HOTEL	
					100-6070-6071-2280-0000-000	22.00
					PARKING FEE AT AIRPORT	
					100-6070-6071-2280-0000-000	36.00
			PD- 1945- 09/16		PD- R. CARNELL	

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
34135800	10/13/2016	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued)			
			PD- 3734- 09/16		CNG FUEL 100-6070-6071-2210-0000-000	149.38
			PD- 5050- 09/16		PD- T. HEARD CNG FUEL 100-6070-6071-2210-0000-000	102.35
					PD- A. BETANCUR HEADSETS 100-6070-6071-2301-0000-000	428.50
					CLOCK 100-6070-6071-2300-0000-000	44.10
					RESPIRATOR MASKS 100-6070-6071-1160-0000-000	76.50
					USE TAX 100-6070-6071-1160-0000-000	5.20
					USE TAX 762-2210-000	-5.20
					ODOR PERCEPTION INHIBITOR 100-6070-6071-1180-0000-000	51.00
					USE TAX 100-6070-6071-1180-0000-000	3.16
					USE TAX 762-2210-000	-3.16
					SHIRTS- CART 100-6070-6071-1170-0000-000	59.48
					XPD FORMULA- 5 GALLON PAIL 100-6070-6071-2210-0000-000	294.37
					END FILING- PAL PROGRAM 100-6070-6071-2350-0000-000	100.00
					AUTOMOTIVE TIRES 100-6070-6071-2210-0000-000	546.50
					POLY BAGS 100-6070-6071-2300-0000-000	25.76
					UNIFORMS 100-6070-6071-1170-0000-000	129.57

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
34135800	10/13/2016	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued)		REAGENT STRIPS/DIST. WATER 100-6070-6071-2301-0000-000	446.41
					CD CASES 100-6070-6071-2300-0000-000	26.29
					T-SHIRTS- CART 100-6070-6071-1170-0000-000	302.40
					REPAIR GATE 100-6070-6071-2240-0000-000	532.00
					A/C REPAIR 605-6150-6211-2250-6071-000	40.49
					ERGONOMIC KEYBOARD 100-6070-6071-2300-0000-000	54.58
					USE TAX 100-6070-6071-2300-0000-000	4.37
					USE TAX 762-2210-000	-4.37
					AVR MINI TOWER 100-6070-6071-2300-0000-000	118.75
					BINDERS 100-6070-6071-2300-0000-000	148.39
					WIRELESS MOUSE 100-6070-6071-2300-0000-000	64.77
					TRAINING 100-6070-6071-1160-0000-000	34.99
					CLEANING SHIRTS 100-6070-6071-2350-0000-000	53.82
					COLD SHIPPING BOX 100-6070-6071-2300-0000-000	234.53
					BOXES 100-6070-6071-2300-0000-000	7.84
					REPAIR REFRIGERATION 100-6070-6071-2240-0000-000	139.05
			PD- 5076- 09/16		PD- L. AVALOS ENGINE OIL GALLON	

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
34135800	10/13/2016	092931	U.S. BANK CORPORATE PAYMENT SY	(Continued)		
					100-6070-6071-2210-0000-000 FLOOR BUFFER	62.75
					605-6150-6211-2250-6071-000 CABLE SERVICE (K2C SUBSTATION)	48.16
					100-6070-6071-2301-0000-000 TRANSPONDERS FEE	140.97
					100-6070-6071-2210-0000-000 ONLINE BUSINESS TRAINING	34.81
			PD- 6031- 09/16		100-6070-6071-1160-0000-000 PD- J. JOLLIFF	139.96
			PW- 6681- 09/16		100-6070-6071-1180-0000-000 SHOTGUN STOCKS	998.27
					PW- L. NUNEZ	
					BOOK- CONCRETE MANUAL	
					521-8300-8300-1160-0000-000	45.53
					BOOK- CONCRETE MANUAL	
					522-8200-8200-1160-0000-000	45.54
					BOOK- CONCRETE MANUAL	
					100-6150-6151-1160-0000-000	45.53
					BOOK- CONCRETE MANUAL	
					521-8300-8300-1160-0000-000	30.67
					BOOK- CONCRETE MANUAL	
					522-8200-8200-1160-0000-000	30.67
					BOOK- CONCRETE MANUAL	
					100-6150-6151-1160-0000-000	30.67
					REFUND ON BOOK ORDER	
					521-8300-8300-1160-0000-000	-45.53
					REFUND ON BOOK ORDER	
					522-8200-8200-1160-0000-000	-45.54
					SLURRY MATERIAL FOR LIFT STATION	
					522-8200-8200-2256-0000-000	502.20
					CLASS FEE- GOV ACCOUNTING	
					100-6150-6151-1160-0000-000	150.00
					REFUND ON BOOK ORDER	

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
34135800	10/13/2016	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued)			
			PW- 9927- 09/16		100-6150-6151-1160-0000-000 PW- A. HUSSAIN CNG FUEL	-45.53
			ST- 9541- 0916		522-8200-8200-2210-0000-000 ST- A. PAGDILAO HERBICIDE SPRAYER PARTS	104.72
					100-6150-6205-2301-0000-000 HOSE AND SEAL FOR LOADER	210.39
					210-6150-6160-2301-0000-000 REPAIR CYLINDER CASE LOADER	98.74
					210-6150-6160-2301-0000-000 CNG FUEL (08/26/16-09/26/16)	456.71
			W- 1295- 09/16		210-6150-6160-2210-0000-000 W- J. GARCIA SEMINAR REGIS. (TRI STATE)	1,291.62
					521-8100-8101-1160-0000-000 LODGING (TRI STATE SEMINAR)	99.00
					521-8300-8300-2280-0000-000 VEHICLE REPAIR	95.20
					608-6150-8700-2210-8101-000 CABLE & ADAPTER FOR IPHONE	1,728.76
					521-8100-8101-2310-0000-000 EQUIPMENT RENTAL	33.35
					521-8100-8101-2420-0000-000 IPHONE LIFEPROOF CASE	241.00
					521-8100-8101-2310-0000-000 AUTOMOTIVE REPAIRS	85.69
					608-6150-8700-2210-8101-000 AUTOMOTIVE TIRES	998.48
					608-6150-8700-2210-8101-000 PROTECTIVE COVERING	776.18
					608-6150-8700-2210-8101-000 A/C REPAIRS	113.63
					608-6150-8700-2210-8101-000	997.42

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
34135800	10/13/2016	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued)		FUEL	
					521-8100-8101-2210-0000-000	44.90
					SEMINAR ACCOMODATIONS	
					521-8300-8300-2280-0000-000	190.40
			W- 4266- 09/16		W- G. BARAJAS	
					CUTTING BLADE	
					521-8100-8101-2301-0000-000	332.03
					TRAINING- GOV. ACCOUNTING	
					522-8200-8200-1160-0000-000	150.00
			WW- 0411- 0916		WW- O. BOSTAN	
					LAB TESTING EQUIPMENT	
					522-8200-8200-2301-0000-000	589.69
					NITROGEN AMMONIA	
					522-8200-8200-2301-0000-000	351.81
			WW- 8118- 0916		WW- M. GUERRERO	
					CNG FUEL	
					522-8200-8200-2210-0000-000	10.08
					ASBESOTS INSPECTION	
					522-8200-8200-2350-0000-000	450.00
					Total :	36,399.42

1 Vouchers for bank code : boa

Bank total : 36,399.42

1 Vouchers in this report

Total vouchers : 36,399.42


Stacey Dabbs

Finance Director



Aurelio De La Torre

City Treasurer

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
159229	11/3/2016	059071 SUTORUS, JESSICA	11/6-11/9/16		ELEC- PER DIEM (APPA CONF) 520-8000-8005-2280-0930-200	230.68 Total : 230.68
159230	11/3/2016	049870 ROGERS, ADRIANNE	11/6-11/9/16		ELEC- PER DIEM (APPA CONF) 520-8000-8005-2280-0930-200	154.00 Total : 154.00
159231	11/3/2016	060595 ADAM, ALFRED	REBATE- A/C REPLACE REBATE-A/C REPLACE-2		PUBLIC BEN- ENERGY EFFICIENCY REBATE 526-8000-8035-2041-0930-010 PUBLIC BEN- ENERGY EFFICIENCY REBATE 526-8000-8035-2041-0930-010	800.00 800.00 Total : 1,600.00
159232	11/3/2016	060605 ADMAR MANAGEMENT CORP	REFUND REFUND		DEV SVCS- REFUND DEPOSIT BALANCE 762-2336-000 DEV SVCS- REFUND DEPOSIT BALANCE 762-2335-000	20,791.36 6,320.00 Total : 27,111.36
159233	11/3/2016	094077 AFFORDABLE AWNINGS COMPANY OF	6501	017062	C/S- CANOPY OVER OUTDOOR KIOSK 100-6040-6042-2250-0000-000	450.00 Total : 450.00
159234	11/3/2016	093748 AG PRO'S WEED & PEST CONTROL	6167 6171	016852 016852	W- WEED ABATEMENT 521-8100-8101-2350-0000-000 W- WEED ABATEMENT 521-8100-8101-2350-0000-000	592.50 1,580.00 Total : 2,172.50
159235	11/3/2016	cbc1437 AGUIRRE, JAYMY	00190610		CLOSING BILL CREDIT 520-2450-232	28.67 Total : 28.67
159236	11/3/2016	000289 AIRGAS USA, LLC	9055996294	016818	WW- OXYGEN & WELDING SUPPLIES 522-8200-8200-2255-0000-000	122.43

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
159236	11/3/2016	000289 AIRGAS USA, LLC	(Continued) 9056040556	016698	W- OXYGEN & WELDING SUPPLIES 521-8100-8101-2301-0000-000	43.95
			9939751133	016698	W- OXYGEN & WELDING SUPPLIES 521-8100-8101-2301-0000-000	95.20
					Total :	261.58
159237	11/3/2016	020563 ALLIED REFRIGERATION	497961	016912	BM- COOLANT SYSTEM SUPPLIES 605-6150-6211-2250-6211-000	238.99
			498104	016912	BM- COOLANT SYSTEM SUPPLIES 605-6150-6211-2250-6211-000	20.72
					Total :	259.71
159238	11/3/2016	001139 ANIMAL EMERGENCY CLINIC	SEPT 16	016665	PD- VETERINARIAN SERVICES 100-6070-6071-2350-0000-000	670.00
					Total :	670.00
159239	11/3/2016	093989 ANIXTER POWER SOLUTIONS INC.	3326935-00	016878	ELEC INV- HARDWARE SUPPLIES 520-1500-154	6,277.61
					520-1500-154	502.21
			3326935-01	016878	ELEC INV- HARDWARE SUPPLIES 520-1500-154	3,523.94
					520-1500-154	281.92
					Total :	10,585.68
159240	11/3/2016	000205 AT&T	2710100- 09/16	054235	PD- TELEPHONE SERVICES 100-6070-6071-2310-0000-000	66.58
			2710100-1016	054235	PD- TELEPHONE SERVICES 100-6070-6071-2310-0000-000	33.29
			2710101-10/16	054235	PD- TELEPHONE SERVICES 100-6070-6071-2310-0000-000	66.58
					Total :	166.45
159241	11/3/2016	046992 BARRAJAS, CECILIA	10/18-10/21/16		DEV SVCS- PER DIEM/LODGING (BUS. 100-6300-6301-2280-0000-000	527.81
					Total :	527.81

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
159242	11/3/2016	093492 BATTERY SYSTEMS INC.	3698401	016995	WW- BATTERY CHARGER 522-8200-8200-2255-0000-000 522-8200-8200-2255-0000-000	78.71 6.29 Total : 85.00
159243	11/3/2016	060532 BAUTISTA, MARIANO	REBATE- A/C TUNE UP		PUBLIC BEN- ENERGY EFFICIENCY REBATE 526-8000-8035-2041-0930-010	59.00 Total : 59.00
159244	11/3/2016	003096 BENNETT, DEIRDRE	10/05-10/07/16		COUNCIL- PER DIEM (LCC CONF) 100-6000-6000-2280-0000-000	34.55 Total : 34.55
159245	11/3/2016	060603 BESSIRE AND CASENHISER INC.	REFUND		DEV SVCS- REFUND DEPOSIT BALANCE 762-2334-000	728.50 Total : 728.50
159246	11/3/2016	060598 BRUMITT, WAYNE	REBATE- A/C REPLACE REBATE- ATTIC FAN		ELEC- ENERGY EFFICIENCY REBATE 526-8000-8035-2041-0930-010 PUBLIC BEN- ENERGY EFFICIENCY REBATE 526-8000-8035-2041-0930-010	800.00 200.00 Total : 1,000.00
159247	11/3/2016	060597 BURRIS, CARIDAD	REBATE- A/C REPLACE		PUBLIC BEN- ENERGY EFFICIENCY REBATE 526-8000-8035-2041-0930-010	600.00 Total : 600.00
159248	11/3/2016	060479 CABUTO, LUIS	REBATE- FRIDGE		PUBLIC BEN- ENERGY EFFICIENCY REBATE 526-8000-8035-2041-0930-010	75.00 Total : 75.00
159249	11/3/2016	060608 CALDERA, PETRA	2008033.015		COMM SVCS- REFUND TRIP FEE 100-6748-000	54.00 Total : 54.00
159250	11/3/2016	045069 CALIFORNIA PARKS & REC SOCIETY	001947- 16/17		COMM SVCS- DUES (D. FARRAR) 100-6200-6200-2270-0000-000	480.00

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
159250	11/3/2016	045069	045069 CALIFORNIA PARKS & REC SOCIETY	(Continued)		Total : 480.00
159251	11/3/2016	003165	CANON FINANCIAL SERVICES	16604374	COPIER LEASE PAYMENT	
				016663	100-6040-6043-2420-0000-000	157.22
				016663	100-6150-6151-2420-0000-000	104.14
				016663	100-6200-6250-2420-0000-000	147.80
				016663	521-8300-8300-2420-0000-000	104.14
				016663	520-8000-8001-2420-0931-000	157.22
				016663	100-6040-6043-2420-0000-000	35.67
				016663	520-8000-8009-2225-0548-000	89.48
				016663	100-6150-6151-2420-0000-000	74.00
				016663	521-8300-8300-2420-0000-000	74.00
				016663	100-6070-6071-2420-0000-000	204.36
				016663	100-6200-6200-2420-0000-000	157.23
				016663	520-8000-8003-2420-0931-000	138.58
				016663	522-8200-8200-2420-0000-000	148.00
				016663	100-6070-6071-2420-0000-000	35.67
				016663	206-7200-7202-2420-0000-000	40.79
				016663	100-6200-6250-2420-0000-000	31.82
				016663	100-6300-6301-2420-0000-000	157.22
				016663	100-6070-6071-2420-0000-000	138.58
				016663	100-6030-6030-2420-0000-000	148.00
				016663	100-6070-6071-2420-0000-000	142.12
				016663	100-6040-6041-2420-0000-000	117.15
				016663	100-6090-6091-2420-0000-000	217.71
				016663	100-6070-6071-2420-0000-000	222.19
				016663	100-6000-6000-2420-0000-000	191.55
					100-6040-6043-2420-0000-000	15.43
					100-6150-6151-2420-0000-000	14.25
					521-8300-8300-2420-0000-000	14.25
					100-6200-6250-2420-0000-000	14.37
					520-8000-8001-2420-0931-000	12.58
					520-8000-8009-2225-0548-000	7.16
					100-6070-6071-2420-0000-000	59.43
					100-6200-6200-2420-0000-000	12.58
					520-8000-8003-2420-0931-000	11.09
					522-8200-8200-2420-0000-000	11.84

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
159251	11/3/2016	003165 CANON FINANCIAL SERVICES	(Continued)		206-7200-7202-2420-0000-000	3.26
					100-6300-6301-2420-0000-000	12.58
					100-6030-6030-2420-0000-000	11.84
					100-6040-6041-2420-0000-000	9.37
					100-6090-6091-2420-0000-000	17.42
					100-6020-6020-2420-0000-000	13.97
					100-6000-6000-2420-0000-000	15.33
				016663	100-6020-6020-2420-0000-000	174.59
					Total :	3,465.98
159252	11/3/2016	093964 CARQUEST OF COLTON	14921-30610		INV- AUTOMOTIVE SUPPLIES	
					100-1510-000	13.88
				017025	100-1510-000	169.50
					Total :	183.38
159253	11/3/2016	060600 CARRASCO JR, ROBERT	REBATE- ATTIC FAN		PUBLIC BEN- ENERGY EFFICIENCY RE	
					526-8000-8035-2041-0930-010	200.00
					Total :	200.00
159254	11/3/2016	cbc0247 CC STAFFING	00791700		CLOSING BILL CREDIT	
					520-2450-232	228.71
					Total :	228.71
159255	11/3/2016	003817 CENTERPOINTE CAR WASH	SEPT 2016		CAR WASHES (VARIOUS DEPT'S)	
				054241	608-6150-8700-2210-8101-000	18.49
				054241	520-8000-8001-2210-0933-000	14.99
				054241	100-6200-6200-2210-0000-000	359.77
				054241	100-6070-6071-2210-0000-000	1,159.24
					Total :	1,552.49
159256	11/3/2016	060609 CERNY, DANIEL	2008097.015		REFUND- FORFIET BOND	
					100-6750-000	50.00
					Total :	50.00
159257	11/3/2016	060599 CORRAL, SALINA	REBATE- WASHER		ELEC- ENERGY EFFICIENCY REBATE	
					526-8000-8035-2041-0930-010	150.00

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
159257	11/3/2016	060599 060599 CORRAL, SALINA	(Continued)			Total : 150.00
159258	11/3/2016	092635 CRITERION AUTOMATION INC.	1610-SCAD73	016936	WW- SCADA SYSTEMS SERVICES 522-8200-8200-2350-0000-000	4,670.00 Total : 4,670.00
159259	11/3/2016	cbc1435 CUELLAR, JESUS	00290490		CLOSING BILL CREDIT 520-2450-232	133.62 Total : 133.62
159260	11/3/2016	000139 CULLIGAN WATER CONDITION	585039	016837	WW- SOFTENER SUPPLIES 522-8200-8200-2301-0000-000	44.40 Total : 44.40
159261	11/3/2016	092722 D & B AUTOMOBILE REPAIR	2372 2389 2390 2391 2392 2394	054245 054245 054245 054245 054245 054245	AUTOMOBILE REPAIRS 608-6150-8700-2210-8101-000 AUTOMOBILE REPAIRS 608-6150-8700-2210-6160-000 AUTOMOBILE REPAIRS 608-6150-8700-2210-6160-000 AUTOMOBILE REPAIRS 608-6150-8700-2210-6160-000 AUTOMOBILE REPAIRS 608-6150-8700-2210-8000-000 AUTOMOBILE REPAIRS 608-6150-8700-2210-6151-000	659.06 49.50 49.50 49.50 49.50 49.50 906.56 Total : 906.56
159262	11/3/2016	001897 DAN'S LAWNMOWER	117706	016717	ST- WEED ABATEMENT 210-6150-6160-2301-0000-000	19.33 Total : 19.33
159263	11/3/2016	059654 DELTA DENTAL INSURANCE COMPANY	BE001895886		DENTAL PREMIUMS 762-2030-000	2,610.18 Total : 2,610.18
159264	11/3/2016	003660 DELTA DENTAL OF CALIFORNIA	BE001894198		DENTAL PREMIUMS 762-2030-000	14,167.81

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
159264	11/3/2016	003660 DELTA DENTAL OF CALIFORNIA	(Continued)		100-6030-6030-1150-0000-000	94.42
					Total :	14,262.23
159265	11/3/2016	024265 DISCOUNT SCHOOL SUPPLY	P34873620103	016950	C. CARE- INSTRUCTIONAL MATERIALS 206-7200-7203-2304-0000-000	1,199.42
					Total :	1,199.42
159266	11/3/2016	060602 DOMINQUEZ, EVER	REBATE- FRIDGE		PUBLIC BEN- ENERGY EFFICIENCY REBATE 526-8000-8035-2041-0930-010	75.00
					Total :	75.00
159267	11/3/2016	060593 DOOLITTLE, JOHN	REBATE- WASHER		PUBLIC BEN- ENERGY EFFICIENCY REBATE 526-8000-8035-2041-0930-010	75.00
					Total :	75.00
159268	11/3/2016	000149 DUNN-EDWARDS CORP	2018272472	016713	ST- PAINT SUPPLIES 210-6150-6160-2301-0000-000	259.97
			2018272827	016896	PARKS- PAINT SUPPLIES 100-6150-6205-2301-0000-000	189.41
					Total :	449.38
159269	11/3/2016	060601 ECOLOGY AUTO PARTS	REFUND		DEV SVCS- REFUND DEPOSIT BALANCE 762-2324-001	20,711.24
					Total :	20,711.24
159270	11/3/2016	060610 ESQUIVEL, ANTHONY	2008098.015		REFUND- FORFIET BOND 100-6750-000	50.00
					Total :	50.00
159271	11/3/2016	060594 ESTRADA, ELOISA	REBATE- PV SYSTEM		ELEC- RESIDENTIAL PV SYSTEM REBATE 520-8000-8006-2330-0555-540	4,770.00
					Total :	4,770.00
159272	11/3/2016	015957 FAIRVIEW FORD SALES, INC	335923	054250	AUTOMOTIVE PARTS 608-6150-8700-2210-6071-000	1,252.66
					Total :	1,252.66

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
159273	11/3/2016	045442 FARGAS, MICHAEL	11/18-11/22/16		PD- PER DIEM (CNOA 52ND TRAINING) 100-6070-6071-1160-0000-000	217.00 Total : 217.00
159274	11/3/2016	001422 FERGUSON ENTERPRISES INC #1350	3863882 3867435	054251 054251	PARKS- PLUMBING SUPPLIES 100-6150-6205-2301-0000-000 W- PLUMBING SUPPLIES 521-8100-8101-2411-0000-000	140.80 7.97 Total : 148.77
159275	11/3/2016	093796 FLEET METAL BOX CORPORATION	29900	016692	AUTO- SAFETY LIGHTING AND REPAIRS 608-6150-8700-2210-8000-000	91.75 Total : 91.75
159276	11/3/2016	060611 FRATICELLI, NICHOLAS	2008100.015		COMM SVCS- REFUND- FORFIET BOND 100-6750-000	50.00 Total : 50.00
159277	11/3/2016	060607 FREDERICKS, OLIVIA	1077339.015		COMM SVCS- REFUND TRIP FEE 100-6748-000	48.00 Total : 48.00
159278	11/3/2016	093573 GARDA CL WEST, INC.	10251075	016533	TREASURER- CASH TRANSPORT SVC 100-6060-6060-2350-0000-000	462.50 Total : 462.50
159279	11/3/2016	000230 GAS COMPANY	107-621-0400-7-1016 116-145-3943-2-1016 120-321-4800-4-1016	054255 054255 054255	WW- GAS SERVICES 522-8200-8200-2320-0000-000 BM- GAS SERVICES 605-6150-6211-2320-0000-000 W- GAS SERVICES 521-8100-8101-2320-0000-000	5,639.92 39.34 14.75 Total : 5,694.01
159280	11/3/2016	cbc1436 GASTON, TYLIEA	00300445		CLOSING BILL CREDIT 520-2450-232	16.72 Total : 16.72

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
159281	11/3/2016	000157 GENUINE AUTO PARTS	161830		AUTOMOTIVE PARTS	
				054256	100-6150-6205-2301-0000-000	57.42
			161905		AUTOMOTIVE PARTS	
				054256	608-6150-8700-2210-6071-000	249.97
			162017		AUTOMOTIVE PARTS	
				054256	608-6150-8700-2210-6071-000	126.64
			162351		AUTOMOTIVE PARTS	
				054256	608-6150-8700-2210-6071-000	147.95
			162490		AUTOMOTIVE PARTS	
				054256	608-6150-8700-2210-6071-000	92.50
			162530		AUTOMOTIVE PARTS	
				054256	608-6150-8700-2210-6205-000	67.81
					Total :	742.29
159282	11/3/2016	094032 GRAFIX SYSTEMS	24017		PD- GRAPICS FOR POLICE UNITS	
				016378	100-6070-6071-4910-0000-000	1,890.17
					Total :	1,890.17
159283	11/3/2016	060417 HEARD'S INVESTIGATION	4996		HR- PRE-EMPLOYMENT POLYGRAPHS	
					100-6030-6030-2342-0000-000	300.00
					Total :	300.00
159284	11/3/2016	cbc1426 HERNANDEZ, RAMONA	00472080		CLOSING BILL CREDIT	
					520-2450-232	306.06
					Total :	306.06
159285	11/3/2016	025906 HOME DEPOT	7020166		ELEC- HARDWARE SUPPLIES	
				016587	520-8000-8009-2225-0548-000	31.34
					Total :	31.34
159286	11/3/2016	015551 I C M A	DUES- 16/17		CM- MEMBERSHIP RENEWAL	
					100-6020-6020-2270-0000-000	1,400.00
					Total :	1,400.00
159287	11/3/2016	093619 IMPERIAL SPRINKLER SUPPLY INC.	2740547-00		INV- SPRINKLER SUPPLIES	
				016979	100-1500-000	1,212.99
					100-1500-000	97.05

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
159287	11/3/2016	093619 IMPERIAL SPRINKLER SUPPLY INC.	(Continued) 2740547-01	016979	INV- SPRINKLER SUPPLIES 100-1500-000	354.24
					100-1500-000	28.34
			2740547-02	016979	INV- SPRINKLER SUPPLIES 100-1500-000	52.40
					100-1500-000	4.19
					Total :	1,749.21
159288	11/3/2016	046663 INFOSEND INC.	112065	016667	C/S- UTILITY BILLING AND MAIL SVC 100-6040-6042-2350-0000-000	5,312.56
					Total :	5,312.56
159289	11/3/2016	cbc1429 LANGARICA, CECILIA	00411335		CLOSING BILL CREDIT 520-2450-232	31.19
					Total :	31.19
159290	11/3/2016	032193 LEXIS-NEXIS	1630501-20160930	016765	PD- ADVANCED INVESTIGATIONS 100-6070-6071-2350-0000-000	555.90
					Total :	555.90
159291	11/3/2016	cbc#6317 LIDO COMMUNITIES LLC	00271105		CLOSING BILL CREDIT 520-2450-232	143.75
					Total :	143.75
159292	11/3/2016	026359 LIEBERT CASSIDY WHITMORE	11/10/16		HR- CONSORTIUM TRAINING FEES 100-6070-6071-1160-0000-000	70.00
					100-6030-6030-1160-0000-000	105.00
					Total :	175.00
159293	11/3/2016	093873 LOMA LINDA UNIVERSITY	10/07/16	016629	PD- CHILD ABUSE EXAMS 100-6070-6071-2350-0000-000	1,800.00
					Total :	1,800.00
159294	11/3/2016	cbc1438 LOWRY, JOHN	00180360		CLOSING BILL CREDIT 520-2450-232	75.62
					Total :	75.62

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
159295	11/3/2016	093887 LUTHER'S TRUCK & EQUIPMENT	38417	016572	ELEC- REPAIRS & PARTS 520-8000-8004-2210-0933-000	1,457.37
Total :						1,457.37
159296	11/3/2016	038397 MIRACLE PLAYGROUND SALES	10145	016925	PARKS- PARTS- SPLASH PAD 100-6150-6205-2301-0000-000 100-6150-6205-2301-0000-000	3,735.77 288.46
Total :						4,024.23
159297	11/3/2016	041081 MISSION LINEN SUPPLY & UNIFORM	503434940	054276	PD- TOWEL RENTAL SERVICES 100-6070-6071-2350-0000-000	166.91
			503480831	054276	PD- TOWEL RENTAL SERVICES 100-6070-6071-2350-0000-000	166.91
			503528003	054276	PD- TOWEL RENTAL SERVICES 100-6070-6071-2350-0000-000	166.91
Total :						500.73
159298	11/3/2016	041081 MISSION LINEN SUPPLY & UNIFORM	503443556	016714	ST- UNIFORM RENTAL SERVICES 210-6150-6160-1170-0000-000	6.86
			503443558	016714	ST- UNIFORM RENTAL SERVICES 210-6150-6160-1170-0000-000	73.50
			503443559	016893	PARKS- UNIFORM RENTAL SERVICES 100-6150-6205-1170-0000-000	70.86
			503443560	016894	LLMD- UNIFORM RENTAL SERVICES 701-6150-6220-1170-0000-000	8.39
				016894	702-6150-6210-1170-0000-000	8.38
			503489800	016714	ST- UNIFORM RENTAL SERVICES 210-6150-6160-1170-0000-000	6.86
			503489802	016714	ST- UNIFORM RENTAL SERVICES 210-6150-6160-1170-0000-000	71.23
			503489803	016893	PARKS- UNIFORM RENTAL SERVICES 100-6150-6205-1170-0000-000	70.86
			503489804	016894	LLMD- UNIFORM RENTAL SERVICES 701-6150-6220-1170-0000-000	8.38
				016894	702-6150-6210-1170-0000-000	8.39
			503536573	016714	ST- UNIFORM RENTAL SERVICES 210-6150-6160-1170-0000-000	6.86

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
159298	11/3/2016	041081 MISSION LINEN SUPPLY & UNIFORM	(Continued) 503536575		ST- UNIFORM RENTAL SERVICES 210-6150-6160-1170-0000-000	71.60
			503536576	016714	PARKS- UNIFORM RENTAL SERVICES 100-6150-6205-1170-0000-000	70.86
			503536577	016893	LLMD- UNIFORM RENTAL SERVICES 701-6150-6220-1170-0000-000	8.39
				016894	702-6150-6210-1170-0000-000	8.38
					Total :	499.80
159299	11/3/2016	cbc1432 MORGAN, BRIANNA	00510850		CLOSING BILL CREDIT 520-2450-232	81.96
					Total :	81.96
159300	11/3/2016	cbc1434 MUNOZ, KAREN	00120525		CLOSING BILL CREDIT 520-2450-232	96.40
					Total :	96.40
159301	11/3/2016	092514 MUSCO SPORTS LIGHTING, LLC	288893		COMM SVCS- REPAIRS- CHAVEZ PARK 100-6200-6200-2250-0000-000	1,560.00
				016964	100-6200-6200-2250-0000-000	136.07
					Total :	1,696.07
159302	11/3/2016	060604 NENA	300032666		PD- MEMBERSHIP DUES 100-6070-6071-2270-0000-000	137.00
					Total :	137.00
159303	11/3/2016	093220 NESTLE WATERS NORTH AMERICA	06I0030671473		BOTTLE WATER SERVICES 100-6070-6071-2301-0000-000	270.69
				054277	100-6030-6030-2301-0000-000	19.43
				054277	100-6020-6020-2301-0000-000	15.38
				054277	100-6200-6250-2301-0000-000	22.59
				054277	605-6150-6211-2301-0000-000	27.04
				054277	608-6150-8700-2301-0000-000	27.05
				054277	210-6150-6160-2301-0000-000	139.34
				054277	100-6150-6205-2301-0000-000	139.34
				054277	100-6300-6301-2301-0000-000	52.26

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
159303	11/3/2016	093220 NESTLE WATERS NORTH AMERICA	(Continued)			
				054277	100-6010-6010-2301-0000-000	19.00
				054277	206-7200-7202-2301-0000-000	28.72
				054277	206-7200-7203-2301-0000-000	19.25
				054277	520-8000-8001-2300-0921-000	168.72
				054277	606-6040-6044-2301-0000-000	19.00
				054277	100-6040-6041-2301-0000-000	62.32
				054277	100-6040-6042-2301-0000-000	62.32
				054277	522-8200-8200-2301-0000-000	95.46
				054277	100-6090-6091-2301-0000-000	25.16
				054277	100-6200-6212-2301-0000-000	142.19
				054277	100-6200-6217-2301-0000-000	120.97
				054277	100-6200-6213-2301-0000-000	13.87
				054277	521-8100-8101-2301-0000-000	26.14
				054277	100-6150-6151-2301-0000-000	26.15
					Total :	1,542.39
159304	11/3/2016	093220 NESTLE WATERS NORTH AMERICA	06I0034312421		C.CARE- BOTTLE WATER SERVICES	
				054277	206-7200-7203-2305-0000-000	47.42
			06J0030671358		LIB- BOTTLE WATER SERVICES	
				054277	100-6200-6250-2301-0000-000	10.76
			06J0030671663		ELEC- BOTTLE WATER SERVICES	
				054277	520-8000-8009-2225-0548-000	35.02
			06J0030671911		PURCH- BOTTLE WATER SERVICES	
				054277	100-6040-6043-2301-0000-000	3.23
			06J0030672000		BM- BOTTLE WATER SERVICES	
				054277	605-6150-6211-2301-0000-000	3.23
				054277	608-6150-8700-2301-0000-000	3.24
					Total :	102.90
159305	11/3/2016	045033 OFFICE DEPOT	866736681001		PD- OFFICE SUPPLIES	
				054280	100-6070-6071-2300-0000-000	62.09
					100-6070-6071-2300-0000-000	4.97
			868317729001		C/S- OFFICE SUPPLIES	
				054280	100-6040-6042-2300-0000-000	626.38
			869748833001		PD- OFFICE SUPPLIES	
				054280	100-6070-6071-2300-0000-000	74.36

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
159305	11/3/2016	045033 OFFICE DEPOT	(Continued)			
			869748954001	054280	100-6070-6071-2300-0000-000 PD- OFFICE SUPPLIES	5.95
					100-6070-6071-2300-0000-000	82.32
			871515426001	054280	100-6070-6071-2300-0000-000 C/S- OFFICE SUPPLIES	6.59
			872737857001	054280	100-6040-6042-2300-0000-000 PD- OFFICE SUPPLIES	88.95
					100-6070-6071-2300-0000-000	73.60
			872737935001	054280	100-6070-6071-2300-0000-000 PD- OFFICE SUPPLIES	5.89
					100-6070-6071-2300-0000-000	9.96
			872940804001	054280	100-6070-6071-2300-0000-000 PD- OFFICE SUPPLIES	0.80
					100-6070-6071-2300-0000-000	102.51
			873008644001	054280	100-6070-6071-2300-0000-000 COMM SVCS- OFFICE SUPPLIES	8.20
			873008719001	054280	100-6200-6217-2301-0000-000 COMM SVCS- OFFICE SUPPLIES	61.96
			873009926001	054280	100-6200-6201-2301-0000-000 COMM SVCS- OFFICE SUPPLIES	76.77
					211-6200-7101-2301-0000-000	165.15
					Total :	1,456.45
159306	11/3/2016	045033 OFFICE DEPOT	866943807001	016890	PW- OFFICE SUPPLIES 100-6150-6151-2301-0000-000	238.12
					Total :	238.12
159307	11/3/2016	093581 O'REILLY AUTO PARTS	3177-418454	054279	AUTOMOTIVE PARTS 520-8000-8003-2210-0933-000	39.93
			3177-419582	054279	AUTOMOTIVE PARTS 210-6150-6160-2210-0000-000	257.84
			3177-420454	054279	AUTOMOTIVE PARTS 210-6150-6160-2210-0000-000	185.41
			3177-420477	054279	AUTOMOTIVE PARTS 210-6150-6160-2210-0000-000	26.22

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
159307	11/3/2016	093581	093581 O'REILLY AUTO PARTS		(Continued)	Total : 509.40
159308	11/3/2016	093839	P & P UNIFORMS			
			406072		PD- UNIFORM CHARGE	
				054281	100-6070-6071-1170-0000-000	5.71
			406138/4	054281	PD- UNIFORM (B. ACEVEDO)	117.18
			406160/4	054281	100-6070-6071-1170-0000-000	
				054281	PD- UNIFORM (A. RIVERA)	140.90
			406219/4	054281	100-6070-6071-1170-0000-000	
				054281	PD- UNIFORM (V. QUALLS)	48.59
			406222/4	054281	100-6070-6071-1170-0000-000	
				054281	PD- UNIFORM (B. ACEVEDO)	161.98
			406280/4	054281	100-6070-6071-1170-0000-000	
				054281	PD- ALTERATIONS (N. BROWN)	24.32
			406342/4	054281	100-6070-6071-1170-0000-000	
				054281	PD- UNIFORM (P. PADILLA)	61.55
			406391/4	054281	100-6070-6071-1170-0000-000	
				054281	PD- UNIFORM (M. COLLINS)	204.08
					100-6070-6071-1170-0000-000	Total : 764.31
159309	11/3/2016	057676	PACHAS, JOE		11/13-11/18/16	
					I.S.- PER DIEM/MILEAGE (CIS CONFERENCE)	
					606-6040-6044-2280-0000-000	244.36
						Total : 244.36
159310	11/3/2016	001712	PACIFIC ALARM SERVICE			
			R12157		BM- ALARM SERVICES	
				054309	605-6150-6211-2250-7202-000	61.00
			R123276	054309	BM- ALARM SERVICES	41.50
				054309	605-6150-6211-2250-8001-000	
			R123277	054309	BM- ALARM SERVICES	134.00
				054309	605-6150-6211-2250-8001-000	
			R123278	054309	BM- ALARM SERVICES	86.00
				054309	605-6150-6211-2250-8001-000	
			R123279	054309	BM- ALARM SERVICES	162.00
				054309	605-6150-6211-2250-6211-000	
			R123281	054309	BM- ALARM SERVICES	59.00
				054309	605-6150-6211-2250-6211-000	
			R123282		BM- ALARM SERVICES	

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
159310	11/3/2016	001712	PACIFIC ALARM SERVICE (Continued)			
			R123283	054309	605-6150-6211-2250-8001-000 BM- ALARM SERVICES	111.00
			R123284	054309	605-6150-6211-2250-8001-000 BM- ALARM SERVICES	210.00
			R123285	054309	605-6150-6211-2250-6211-000 BM- ALARM SERVICES	43.50
			R123286	054309	605-6150-6211-2250-6211-000 BM- ALARM SERVICES	164.50
			R123288	054309	605-6150-6211-2250-8001-000 BM- ALARM SERVICES	88.00
			R123289	054309	605-6150-6211-2250-6071-000 BM- ALARM SERVICES	58.00
			R123290	054309	605-6150-6211-2250-6071-000 BM- ALARM SERVICES	48.50
			R123291	054309	605-6150-6211-2250-6071-000 BM- ALARM SERVICES	39.50
			R123292	054309	605-6150-6211-2250-6071-000 BM- ALARM SERVICES	92.50
			R12375	054309	605-6150-6211-2250-6071-000 BM- ALARM SERVICES	38.50
				054309	605-6150-6211-2250-8001-000	76.00
					Total :	1,513.50
159311	11/3/2016	059777	PALMA, RENE REBATE- PV SYSTEM		ELEC- PV SYSTEM REBATE 520-8000-8006-2330-0555-540	4,770.00
					Total :	4,770.00
159312	11/3/2016	093074	PETSMART 10/01/16		PD- DOG FOOD FOR K-9	
				016594	100-6070-6071-2301-0000-000	64.94
					Total :	64.94
159313	11/3/2016	cbc1430	PRIMERA, GUMERCINDO 02001476		CLOSING BILL CREDIT 520-2450-232	68.36
					Total :	68.36
159314	11/3/2016	093896	PRISTINE UNIFORMS 3450		PD- UNIFORM (V. JIMENEZ)	

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
159314	11/3/2016	093896 PRISTINE UNIFORMS	(Continued)			
			3567	016630	100-6070-6071-1170-0000-000	118.23
				016630	PD- UNIFORM (H. TOVAR)	
					100-6070-6071-1170-0000-000	49.65
					Total :	167.88
159315	11/3/2016	093060 PROTECTION ONE ALARM MONITORIN	112258657		PD- ELECTRONIC SECURITY SYSTEM	
				016627	100-6070-6071-2350-0000-000	297.33
					Total :	297.33
159316	11/3/2016	014316 PRUDENTIAL OVERALL SUPPLY	22326095		ELEC- UNIFORM RENTAL SERVICES	
			22326731	054308	520-8000-8009-2225-0548-000	63.75
				054308	ELEC- UNIFORM RENTAL SERVICES	
				054308	520-8000-8004-1170-0926-000	220.80
				054308	520-8000-8002-2301-0921-000	12.65
			22326732		ELEC- UNIFORM RENTAL SERVICES	
				054308	520-8000-8003-1170-0926-000	126.93
					Total :	424.13
159317	11/3/2016	033502 RANCHO READY MIX	85882		ST- CONCRETE PRODUCT	
			85953	016712	210-6150-6160-2301-0000-000	280.80
				016712	ST- CONCRETE PRODUCTS	
					210-6150-6160-2301-0000-000	317.52
					Total :	598.32
159318	11/3/2016	060021 RAZO, ELSIE	REBATE- BOX FAN		PUBLIC BEN- ENERGY EFFICIENCY REBATE	
					526-8000-8035-2041-0930-010	45.00
					Total :	45.00
159319	11/3/2016	027892 RDO EQUIPMENT COMPANY	P27195		ST- AUTO PARTS	
			P27295	054284	210-6150-6160-2210-0000-000	90.40
			P27296	054284	ST- AUTO PARTS	
				054284	210-6150-6160-2210-0000-000	113.28
				054284	ST- AUTO PARTS	
					210-6150-6160-2210-0000-000	7.50
					Total :	211.18

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
159320	11/3/2016	038079 REPUBLIC SERVICES	SEPT 16		SOLID WASTE- DISPOSAL SERVICES	
					523-6150-6163-2350-0000-000	223,939.40
					100-6805-000	-10,000.00
					100-7836-000	-20,000.00
					100-7835-000	-52,500.00
					100-6779-000	-2,776.89
					100-5307-000	-58,542.58
					523-6717-000	-2,863.68
					100-7837-000	-32,687.14
					Total :	44,569.11
159321	11/3/2016	038079 REPUBLIC SERVICES	0678-000235653		COLTON NEIGHBORHOOD CLEAN-UP	
					100-6150-6205-2350-0000-000	1,511.85
					Total :	1,511.85
159322	11/3/2016	093911 RIVERSIDE COUNTY DEPARTMENT OF	AN0000000861	016796	PD- ANIMAL SHELTER SERVICES	
					100-6070-6071-2350-0000-000	13,773.50
					Total :	13,773.50
159323	11/3/2016	003162 RIVERSIDE HIGHLAND WATER CO	01014-01-10/13		W- ASSESSMENT FEES	
					521-8100-8101-2331-0000-000	474.48
					Total :	474.48
159324	11/3/2016	cbc1439 ROBERTS, ANNA	00461044		CLOSING BILL CREDIT	
					520-2450-232	127.88
					Total :	127.88
159325	11/3/2016	cbc1427 RODRIGUEZ, ALINA	00491210		CLOSING BILL CREDIT	
					520-2450-232	141.44
					Total :	141.44
159326	11/3/2016	cbc1433 RODRIGUEZ, ERRICA	00800260		CLOSING BILL CREDIT	
					520-2450-232	61.99
					Total :	61.99
159327	11/3/2016	049969 RUIZ, MELANIE	REBATE- PV SYSTEM		ELEC- PV SYSTEM REBATE	
					520-8000-8006-2330-0555-540	4,770.00

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
159327	11/3/2016	049969 049969 RUIZ, MELANIE	(Continued)			Total : 4,770.00
159328	11/3/2016	059081 SALAS, ISABEL	1074961.015		COMM SVCS- REFUND OF DEPOSIT 100-6747-000	100.00 Total : 100.00
159329	11/3/2016	003799 SAN BERNARDINO COUNTY	19929- 1	016625	PD- RADIO ACCESS SERVICE 100-6070-6071-2310-0000-000	10,933.23
			19929- 2		PD- RADIO MAINTENANCE 100-6070-6071-2240-0000-000	1,302.84
			19929- 5	016592	PD- DISPATCH CONSOLE MAINT. 100-6070-6071-2240-0000-000	1,148.82
			19929- 6	016590	PD- RADIO REPAIR SERVICE 100-6070-6071-2240-0000-000	213.40
			19929- 7	016626	PD- COUNTY WAN CONNECTION 100-6070-6071-2310-0000-000	324.00
				016589		Total : 13,922.29
159330	11/3/2016	015748 SAN BERNARDINO COUNTY	15844	017040	PD- CAL-ID ASSESSMENT FEE 16/17 100-6070-6071-2350-0000-000	62,993.12
			15957		PD- SHERIFF'S AUTO SYSTEM 100-6070-6071-2350-0000-000	3,361.27
			19929- 3 & 4	016591	PD- SHERIFF'S AUTO SYSTEM 100-6070-6071-2350-0000-000	407.36
				016591		Total : 66,761.75
159331	11/3/2016	045463 SAN BERNARDINO COUNTY	IN0116984		W- CUPA PERMITS 521-8100-8101-2241-0000-000	311.00
						Total : 311.00
159332	11/3/2016	042853 SAN BERNARDINO CTY FIRE DEPT	IN0106501-2	017035	PW- CUPA PERMIT 100-6150-6151-2241-0000-000	64.00
						Total : 64.00
159333	11/3/2016	050389 SEGURA, YESENIA	1074632.015		REFUND OF DEPOSIT 100-6747-000	100.00
						Total : 100.00

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
159334	11/3/2016	093642 SHRED-IT USA INC.	8121019213	016660	PD- DOCUMENT DESTRUCTION SERVICES 100-6070-6071-2350-0000-000	297.22 Total : 297.22
159335	11/3/2016	060182 SILVA, GABRIEL	2008099.015		COMM SVCS- REFUND REFEREE BOND FEE 100-6750-000	50.00 Total : 50.00
159336	11/3/2016	094045 SITEONE LANDSCAPE SUPPLY, LLC	77826711	016897	PARKS- LANDSCAPING SUPPLIES 100-6150-6205-2301-0000-000	542.18 44.73
			77834705	016897	PARKS- LANDSCAPING SUPPLIES 100-6150-6205-2301-0000-000	558.31 46.06
			77949862	016897	PARKS- LANDSCAPING SUPPLIES 100-6150-6205-2301-0000-000	154.22 12.72
					Total : 1,358.22	
159337	11/3/2016	093734 SMART LEVELS MEDIA MAILING & P	274809		COMM SVCS- BUSINESS CARDS 100-6200-6217-2301-0000-000	50.70 Total : 50.70
159338	11/3/2016	cbc1431 SMITH, JAMES	00790055		CLOSING BILL CREDIT 520-2450-232	169.70 Total : 169.70
159339	11/3/2016	092670 SO CAL LOCKSMITH	34705	016888	PARKS- LOCKSMITH SERVICES 100-6150-6205-2301-0000-000	11.35 Total : 11.35
159340	11/3/2016	cbc1428 SOTO LEON, NOELI	00491040		CLOSING BILL CREDIT 520-2450-232	161.29 Total : 161.29
159341	11/3/2016	000228 SOUTHERN CALIFORNIA EDISON	2-01-522-0296-1016	054292	W- ELECTRIC SERVICE 521-8100-8101-2320-0000-000	5,434.55

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
159341	11/3/2016	000228	000228 SOUTHERN CALIFORNIA EDISON		(Continued)	Total : 5,434.55
159342	11/3/2016	000228	SOUTHERN CALIFORNIA EDISON		2-01-522-0452-0916	
				016891	STORM W.- ELECTRIC SERVICE 722-6150-8215-2320-0000-000	25.65
					Total :	25.65
159343	11/3/2016	003763	SOUTHERN CALIFORNIA EDISON		7500716056	
					ELEC- FIRM TRANSMISSION 520-8000-8006-2330-0555-700	22,729.68
					Total :	22,729.68
159344	11/3/2016	003181	SOUTHERN CALIFORNIA GAS CO		162-347-7713-0-0916	
				054293	AUTO- NATURAL GAS VEHICLES 608-6150-8700-2210-8700-000	66.94
					Total :	66.94
159345	11/3/2016	093988	SPARKLING CLEAN CAR WASH INC.		189	
				054294	WW- CAR WASH SERVICE 522-8200-8200-2210-0000-000	14.00
			206	054294	WW- CAR WASH SERVICES 522-8200-8200-2210-0000-000	34.00
			214	054294	WW- CAR WASH SERVICE 522-8200-8200-2210-0000-000	68.00
			221	054294	FIRE- CAR WASH SERVICE 100-6090-6091-2210-0000-000	25.00
					Total :	141.00
159346	11/3/2016	094062	SPECIAL OPERATIONS TECHNOLOGIE		54809	
				016921	PD- BALLISTIC PLATE CARRIERS 100-6070-6071-1180-0000-000	23,842.00
					100-6070-6071-1180-0000-000	1,907.36
					Total :	25,749.36
159347	11/3/2016	000234	SQUIRES LUMBER COMPANY		310493	
				016718	ST- MAINTENANCE MATERIAL 210-6150-6160-2301-0000-000	14.62
			310645	016718	ST- MAINTENANCE MATERIAL 210-6150-6160-2301-0000-000	8.62
			310648	016895	PARKS- MAINTENANCE MATERIAL 100-6150-6205-2301-0000-000	10.70
			310739	016718	ST- MAINTENANCE MATERIAL 210-6150-6160-2301-0000-000	57.74
			31075		PARKS- MAINTENANCE MATERIAL	

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
159347	11/3/2016	000234 SQUIRES LUMBER COMPANY	(Continued)			
			310766	016895	100-6150-6205-2301-0000-000 ST- MAINTENANCE MATERIAL	10.79
			310774	016718	210-6150-6160-2301-0000-000 PARKS- MAINTENANCE MATERIAL	9.71
			310799	016895	100-6150-6205-2301-0000-000 ST- MAINTENANCE MATERIAL	6.47
			310814	016718	210-6150-6160-2301-0000-000 PARKS- MAINTENANCE MATERIAL	5.18
			310876	016895	100-6150-6205-2301-0000-000 ST- MAINTENANCE MATERIAL	7.83
			310878	016718	210-6150-6160-2301-0000-000 PARKS- MAINTENANCE MATERIAL	20.09
			310886	016895	100-6150-6205-2301-0000-000 PARKS- MAINTENANCE MATERIAL	4.30
			310908	016895	100-6150-6205-2301-0000-000 ST- MAINTENANCE MATERIAL	33.47
			310979	016718	210-6150-6160-2301-0000-000 PARKS- MAINTENANCE MATERIAL	57.20
			310987	016895	100-6150-6205-2301-0000-000 PARKS- MAINTENANCE MATERIAL	15.64
			310992	016895	100-6150-6205-2301-0000-000 ST- MAINTENANCE MATERIAL	16.19
			311010	016718	210-6150-6160-2301-0000-000 ST- MAINTENANCE MATERIAL	8.64
			311017	016718	210-6150-6160-2301-0000-000 ST- MAINTENANCE MATERIAL	45.33
			311019	016718	210-6150-6160-2301-0000-000 PARKS- MAINTENANCE MATERIAL	4.31
				016895	100-6150-6205-2301-0000-000	6.87
					Total :	343.70
159348	11/3/2016	000234 SQUIRES LUMBER COMPANY	310476		PD- MAINTENANCE MATERIAL	
			310558	054295	100-6070-6071-2301-0000-000 PD- MAINTENANCE MATERIAL	9.71
			310957	054295	100-6070-6071-2301-0000-000 ELEC- MAINTENANCE MATERIAL	1.72

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
159348	11/3/2016	000234 SQUIRES LUMBER COMPANY	(Continued)	054295	520-8000-8004-2301-0921-000	5.91
Total :						17.34
159349	11/3/2016	003079 STATE OF CALIF / JUSTICE DEPT	190577	054296	PD- FINGERPRINTING SERVICE 100-6070-6071-2350-0000-000	330.00
Total :						330.00
159350	11/3/2016	005151 STATE OF CALIFORNIA	15127	016689	ELEC- STREETLIGHTING COSTS 520-8000-8001-2320-0930-200	4,459.77
Total :						4,459.77
159351	11/3/2016	001515 STATE WATER RESOURCES CONTROL	LW-1007739		W- LARGE WATER SYSTEM FEES 521-8100-8101-2241-0000-000	4,490.52
Total :						4,490.52
159352	11/3/2016	018487 STATER BROS MARKET	C0220- 09/16	054297	SUPPLIES (VARIOUS DEPTS) 100-6200-6213-2301-0000-000	97.70
				054297	100-6070-6071-2301-0000-000	114.71
				054297	100-6200-6219-2301-0000-000	9.15
				054297	100-6200-6214-2301-0000-000	43.13
				054297	100-6200-6218-2301-0000-000	12.33
				054297	100-6200-6212-2301-0000-000	28.84
				054297	100-6200-6215-2301-0000-000	67.67
				054297	206-7200-7203-2305-0000-000	360.02
				054297	206-7200-7202-2305-0000-000	100.47
Total :						834.02
159353	11/3/2016	cbc1425 STRATEGIC ACQUISTIONS	00741080		CLOSING BILL CREDIT 520-2450-232	139.96
Total :						139.96
159354	11/3/2016	093922 T & B PLANNING, INC.	16-4497	014996	DEV SVCS- PREPARATION OF EIR 762-2327-000	15,644.17
Total :						15,644.17
159355	11/3/2016	092998 TECHNOFIT FITNESS EQUIPMENT	34952	016606	PD- MAINT. ON GYM EQUIPMENT 100-6070-6071-2350-0000-000	358.50

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
159355	11/3/2016	092998	092998 TECHNOFIT FITNESS EQUIPMENT		(Continued)	Total : 358.50
159356	11/3/2016	094005	THE PRESS-ENTERPRISE	0010181035	ADVERTISEMENT- B-DAY EVENT 762-2319-000	530.00 Total : 530.00
159357	11/3/2016	094005	THE PRESS-ENTERPRISE	0010206699	WW- LEGAL ADVERTISING 522-8200-8200-2340-0000-000	297.60 Total : 297.60
159358	11/3/2016	059602	THE STANDARD INSURANCE COMPANY	NOV 16	VSP PLAN INSURANCE PREMIUMS 762-2015-000 100-6030-6030-1150-0000-000	1,732.32 13.92 Total : 1,746.24
159359	11/3/2016	093146	TIME WARNER CABLE	0470566386-10/16	PD- CABLE SERVICE 100-6070-6071-2310-0000-000	257.66 Total : 257.66
159360	11/3/2016	058001	TOMICH, MARK	10/25-10/25/16	DEV SVCS- PER DIEM (APA CONF) 100-6300-6301-2280-0000-000	54.48 Total : 54.48
159361	11/3/2016	060612	TURNER, BEN	CASE #15-01782	PD- RETURN EVIDENCE 762-2355-000	167.00 Total : 167.00
159362	11/3/2016	cbc1441	VALDEZ, EUGENE	00120700	CLOSING BILL CREDIT 520-2450-232	84.81 Total : 84.81
159363	11/3/2016	cbc1440	VEGA, CHEYENNE	00880060	CLOSING BILL CREDIT 520-2450-232	333.86 Total : 333.86
159364	11/3/2016	093999	VERIZON BUSINESS SOLUTIONS	69924536	PD- VERIZON T-1 LINE 100-6070-6071-2310-0000-000	1,032.56

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
159364	11/3/2016	093999	093999 VERIZON BUSINESS SOLUTIONS		(Continued)	Total : 1,032.56
159365	11/3/2016	093406	VERIZON WIRELESS			
			9772233928		PD- CELLULAR SERVICES	
				054302	100-6070-6071-2310-0000-000	1,306.67
			97729120999		PD- CELLULAR SERVICES	
				054302	100-6070-6071-2310-0000-000	698.22
			9772925309		PD- CELLULAR SERVICES	
				054302	100-6070-6071-2310-0000-000	1,505.72
			9773900877		COMM SVCS- CELLULAR SERVICES	
				054302	100-6200-6250-2310-0000-000	100.97
				054302	100-6200-6202-2310-0000-000	166.88
					Total :	3,778.46
159366	11/3/2016	000159	W W GRAINGER, INC			
			9245926358		ELEC- MAINTENANCE SUPPLIES	
				054304	520-8000-8003-2255-0592-100	89.20
			9250874642		ELEC- MAINTENANCE SUPPLIES	
				054304	520-8000-8003-2255-0592-100	199.78
					520-8000-8003-2255-0592-100	15.97
					Total :	304.95
159367	11/3/2016	060582	WALLACE, ELIAS			
			REBATE- WEATHER		WEATHERIZATION/INSULATION REBAT	
					526-8000-8035-2041-0930-010	542.40
					Total :	542.40
159368	11/3/2016	092064	WALTER'S WHOLESALE ELECTRIC			
			S106533160.001		ELEC- ELECTRICAL SUPPLIES	
				054305	520-8000-8003-2255-0592-100	259.82
			S106550736.001		ELEC- ELECTRICAL SUPPLIES	
				054305	520-8000-8003-2255-0592-100	85.67
					Total :	345.49
159369	11/3/2016	cbc1423	WELLS, TAMARA			
			00270285		CLOSING BILL CREDIT	
					520-2450-232	74.61
					Total :	74.61
159370	11/3/2016	000750	WESCO DISTRIBUTION INC			
			937464		ELEC INV- HARDWARE SUPPLIES	
				016939	520-1500-154	1,844.52
					520-1500-154	147.56
			954943		ELEC INV- HARDWARE SUPPLIES	

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
159370	11/3/2016	000750 WESCO DISTRIBUTION INC	(Continued)			
				016939	520-1500-154	989.67
					520-1500-154	79.17
					Total :	3,060.92
159371	11/3/2016	cbc1424 WHITTAKER, SASHA	00270330		CLOSING BILL CREDIT	
					520-2450-232	60.15
					Total :	60.15
159372	11/3/2016	003646 WILLDAN FINANCIAL SERVICES	010-30483		LLMD- LANDSCAPE AND LIGHTING	
				017034	702-6150-6210-2350-0000-000	574.43
				017034	701-6150-6220-2350-0000-000	106.30
				017034	722-6150-8215-2350-0000-000	1,229.91
			010-31870		STORM W- LANDSCAPE AND LIGHTING	
				017034	722-6150-8215-2350-0000-000	3,493.87
			010-31871		LLMD- LANDSCAPE AND LIGHTING	
				017034	702-6150-6210-2350-0000-000	1,679.91
				017034	701-6150-6220-2350-0000-000	794.68
					Total :	7,879.10
159373	11/3/2016	093330 WINZER CORPORATION	5712114		INV- GRAFFITI REMOVER	
				016960	100-1500-000	247.67
					100-1500-000	18.59
					Total :	266.26
159374	11/3/2016	060592 ZAMORA, ANGELICA	1077336.015		REFUND CLEANING DEPOSIT	
					100-6747-000	133.00
					Total :	133.00
6576500	10/26/2016	035929 BANK OF AMERICA	FEDERAL 10/27/16		FEDERAL TAXES	
					762-2200-000	164,882.36
					Total :	164,882.36
7640000	10/25/2016	042999 SO CALIF PUBLIC POWER AUTH, U S BANK A NGRP 1016			ELEC- COSTS & GAS SALES	
					520-8000-8006-2330-0555-400	42,765.00
					Total :	42,765.00
7840000	10/25/2016	042999 SO CALIF PUBLIC POWER AUTH, U S BANK A NGRP BARNETT 1016			ELEC- COSTS & GAS SALES	

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
7840000	10/25/2016	042999 SO CALIF PUBLIC POWER AUTH, U S BANK A	(Continued)		520-8000-8006-2330-0555-400	81,869.00
					Total :	81,869.00
7890000	10/25/2016	021869 UNION BANK	OCT 2016		DEBT SERVIC (REV BONDS,2007 SERIES A 520-1090-008	136,113.54
					Total :	136,113.54
11543729	11/2/2016	048436 COLTON PUBLIC UTILITIES	11543729		ELECTRIC TOU BILLS- WELLS & BOOSTERS 521-8100-8101-2320-0000-000	163,474.34
					Total :	163,474.34
11567630	11/2/2016	048436 COLTON PUBLIC UTILITIES	11567630		ELECTRIC TOU BILLS-WELLS & BOOSTERS 521-8100-8101-2320-0000-000	166,339.27
					Total :	166,339.27
11590810	11/2/2016	048436 COLTON PUBLIC UTILITIES	11590810		ELECTRIC TOU BILLS-WELLS & BOOSTERS 521-8100-8101-2320-0000-000	117,246.76
					Total :	117,246.76
13570500	10/31/2016	003111 SO CALIF PUBLIC POWER AUTH	MAG F 0916		ELEC- MONTHLY POWER COSTS 520-8000-8006-2330-0555-400	8,905.00
					Total :	8,905.00
13593500	10/31/2016	059733 COLTON SOLAR TWO, LLC	CST017		ELEC- ENERGY PURCHASED 520-8000-8006-2330-0555-540	14,234.98
					Total :	14,234.98
13593600	10/31/2016	059733 COLTON SOLAR TWO, LLC	CS1015		ELEC- ENERGY PURCHASED 520-8000-8006-2330-0555-540	34,516.92
					Total :	34,516.92
27963612	10/27/2016	047215 STATE BRD OF EQUALIZATION	07/01/16-09/30/16		SALES TAX RETURN 762-2210-000	1,298.00
					Total :	1,298.00
29144700	10/20/2016	093815 JACOBS ENGINEERING GROUP INC.	W9Y13100-25	013870	CIP- ENG SVCS- LA CADENA BRIDGE 450-1306-6986-3890-0000-000	38,245.15

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
29144700	10/20/2016	093815 JACOBS ENGINEERING GROUP INC.	(Continued)			
				013870	450-1306-6972-3890-0000-000	2,794.65
				013870	450-1306-6900-3890-0000-000	2,160.41
					Total :	43,200.21
33682900	10/27/2016	058819 CALIFORNIA INDEPENDENT	2016102632-33612175		ELECTRIC TRANSMISSION SERVICE	
					520-8000-8006-2330-0555-710	318.96
					520-7907-000	-18.36
					Total :	300.60
65765000	10/26/2016	000214 PERS-PAYROLL REPORT	STATE 10/27/16		STATE TAXES	
					762-2010-000	50,975.05
					Total :	50,975.05
77332600	10/28/2016	003893 ING	PP 10/27/16		457 DEF COMP & LOAN PAYMENT	
					762-2040-000	10,164.61
					762-2045-000	583.93
					Total :	10,748.54
77462600	10/31/2016	000214 PERS-PAYROLL REPORT	10/27/16- 68		RETIREMENT CONTRIBUTION	
					762-2080-000	118,782.11
					Total :	118,782.11
77462700	10/31/2016	000214 PERS-PAYROLL REPORT	10/27/16- 69		RETIREMENT CONTRIBUTION	
					762-2080-000	28,220.15
					Total :	28,220.15
77462800	10/31/2016	000214 PERS-PAYROLL REPORT	10/27/16- 70		RETIREMENT CONTRIBUTION	
					762-2080-000	40,148.85
					Total :	40,148.85
77462900	10/31/2016	000214 PERS-PAYROLL REPORT	10/27/16- 25056		RETIREMENT CONTRIBUTION	
					762-2080-000	7,924.53
					Total :	7,924.53
77463000	10/31/2016	000214 PERS-PAYROLL REPORT	10/27/16- 25057		RETIREMENT CONTRIBUTION	
					762-2080-000	6,597.88

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
77463000	10/31/2016	000214	000214 PERS-PAYROLL REPORT		(Continued)	Total : 6,597.88
77463100	10/31/2016	000214	PERS-PAYROLL REPORT	10/27/16- 26038	RETIREMENT CONTRIBUTION 762-2080-000	25,240.51 Total : 25,240.51
77463200	10/31/2016	000214	PERS-PAYROLL REPORT	10/27/16- 15025	RETIREMENT CONTRIBUTION 762-2080-000	3,595.31 Total : 3,595.31
77463300	10/31/2016	000214	PERS-PAYROLL REPORT	10/27/16- 15026	RETIREMENT CONTRIBUTION 762-2080-000	6,540.80 Total : 6,540.80
78800000	10/25/2016	021869	UNION BANK	OCT 2016- ELECRTCIC	DEBT SVC (ELEC REV BONDS,2012 SE 520-1090-000	230,562.50 Total : 230,562.50
96579000	10/26/2016	009994	SHELL ENERGY NORTH AMERICA	09.2016 T+3	ELEC- FIRM POWER TRANSMISSION 520-8000-8009-2321-0547-000 520-8000-8006-2330-5550-000 520-8000-8006-2330-0555-600 520-8000-8006-2330-0555-800 520-8000-8006-2330-0555-000 520-8000-8006-2330-0555-530 520-8000-8006-2330-0555-400 520-7905-000	8,988.48 17,200.00 656,454.65 26,420.04 213,109.81 106,890.19 -32,125.62 -26,707.02 Total : 970,230.53
96580000	10/27/2016	003111	SO CALIF PUBLIC POWER AUTH	ATSP 1016	ELEC- MONTHLY POWER COSTS 520-8000-8006-2330-0555-540	73,845.43 Total : 73,845.43
96995000	10/26/2016	009994	SHELL ENERGY NORTH AMERICA	03.2015 RERUN T18M	ELEC- FIRM POWER, TRANSMISSION 520-8000-8006-2330-0555-600 520-8000-8006-2330-0555-800	130.52 92.26 Total : 222.78

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
657102716	10/27/2016	003772 STATE OF CALIFORNIA	PP 10/27/16		CHILD SUPPORT PAYMENTS 762-2150-000	3,868.16
Total :						3,868.16
174 Vouchers for bank code : boa						Bank total : 2,950,299.63
174 Vouchers in this report						Total vouchers : 2,950,299.63



Stacey Dabbs
Finance Director



Aurelio De La Torre
City Treasurer

COLTON
Payroll Disbursement Listing
Payperiod Dates: 10/8/2016 to 10/21/2016

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
City Council		
115135	6000	0.00
115136	6000	2,297.29 Regular Salary
115137	6000	259.27
115138	6000	1,234.20
115139	6000	274.04
115140	6000	274.04
115141	6000	252.41
115142	6000	1,117.53
115143	6000	259.27
936459	6000	274.04
	Subtotal	6,242.09
City Clerk		
115144	6010	721.33
115145	6010	2,288.98 Regular Salary
115146	6010	1,587.02
	Subtotal	4,597.33
City Manager		
115147	6020	1,975.34
115148	6020	4,633.94 Regular Salary
	Subtotal	6,609.28
Human Resources		
115149	6030	2,105.45
115150	6030	1,912.78
115151	6030	2,502.61
936460	6030	1,653.43
	Subtotal	8,174.27
Finance		
115152	6040	3,251.22 Regular Salary
115153	6040	1,505.30
115154	6040	1,790.04
115155	6040	1,316.70
115156	6040	1,485.59
115157	6040	1,577.75
115158	6040	1,598.80
115159	6040	1,867.13
115160	6040	1,377.09
115161	6040	1,992.99
115162	6040	1,750.95
115163	6040	2,227.61

COLTON
Payroll Disbursement Listing
Payperiod Dates: 10/8/2016 to 10/21/2016

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
115164	6040	106.36
115165	6040	1,671.71
115166	6040	1,437.00
115167	6040	1,236.62
936461	6040	380.10
936462	6040	1,384.32
115168	6040	2,743.43 Regular Salary
115459	6040	1,812.83
115460	6040	1,557.93
115461	6040	1,630.90
115462	6040	2,279.06
115463	6040	1,863.27
115464	6040	2,778.91
	Subtotal	42,623.61
City Treasurer		
115169	6060	1,350.62
	Subtotal	1,350.62
Police		
115170	6070	3,369.52
115171	6070	1,862.40
115172	6070	1,900.34
115173	6070	1,720.73
115174	6070	3,362.39
115175	6070	1,255.31
115176	6070	3,602.35
115177	6070	1,625.33
115178	6070	2,685.55
115179	6070	2,929.05
115180	6070	2,496.92
115181	6070	2,489.75
115182	6070	2,304.27
115183	6070	3,130.87
115184	6070	1,392.50
115185	6070	3,030.44
115186	6070	1,734.21
115187	6070	4,246.84 Regular Salary/OT
115188	6070	1,799.88
115189	6070	2,603.08
115190	6070	304.15
115191	6070	4,908.14 Regular Salary/OT
115192	6070	2,646.04
115193	6070	1,724.90
115194	6070	2,386.55
115195	6070	4,823.31 Regular Salary/OT
115196	6070	476.99
115197	6070	3,813.83
115198	6070	1,696.54

COLTON
Payroll Disbursement Listing
Payperiod Dates: 10/8/2016 to 10/21/2016

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
115199	6070	4,645.49 Regular Salary/OT
115200	6070	1,948.11
115201	6070	2,671.98
115202	6070	3,339.13
115203	6070	1,146.71
115204	6070	2,938.61
115205	6070	1,730.91
115206	6070	3,363.91
115207	6070	2,178.63
115208	6070	1,556.25
115209	6070	3,283.97
115210	6070	1,445.27
115211	6070	4,793.77 Regular Salary/OT
115212	6070	6,973.32 Regular Salary/Leave Cashout
115213	6070	2,787.10
115214	6070	1,930.65
115215	6070	1,425.38
115216	6070	3,134.82
115217	6070	2,562.08
115218	6070	1,927.34
115219	6070	1,482.37
115220	6070	2,472.57
115221	6070	1,919.63
115222	6070	2,165.63
115223	6070	4,818.45 Regular Salary
115224	6070	2,287.69
115225	6070	3,328.65
115226	6070	268.35
115227	6070	941.15
115228	6070	4,519.09 Regular Salary/OT
115229	6070	2,380.72
115230	6070	752.89
115231	6070	2,396.33
115232	6070	2,584.35
115233	6070	1,250.53
115234	6070	1,790.36
115235	6070	2,582.91
115236	6070	649.14
115237	6070	3,513.21
115238	6070	1,841.67
115239	6070	3,283.41
115240	6070	3,362.06
115241	6070	2,667.29
115242	6070	456.25
115243	6070	2,296.01
115244	6070	3,229.19
115245	6070	2,509.31
115246	6070	2,494.70
115247	6070	2,634.22
115248	6070	2,449.27

COLTON
Payroll Disbursement Listing
Payperiod Dates: 10/8/2016 to 10/21/2016

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
936463	6070	1,787.20
936504	6070	3,229.19
	Subtotal	202,449.40

Fire

115249	6090	3,824.15
115250	6090	2,445.21
115251	6090	5,881.34 Regular Salary/Staffing
115252	6090	5,140.32 Regular Salary/Staffing
115253	6090	3,700.35
115254	6090	3,567.59
115255	6090	4,490.74 Regular Salary/Staffing
115256	6090	2,050.88
115257	6090	2,026.83
115258	6090	4,285.48 Regular Salary/Staffing
115259	6090	4,329.31 Regular Salary/Staffing
115260	6090	3,545.61
115261	6090	3,186.36
115262	6090	2,406.77
115263	6090	2,513.36
115264	6090	4,092.12 Regular Salary/Staffing
115265	6090	3,453.63
115266	6090	3,673.77
115267	6090	3,262.36
115268	6090	4,456.43 Regular Salary
115269	6090	3,854.43
115270	6090	5,020.72 Regular Salary/Staffing
115271	6090	6,063.99 Regular Salary/Staffing
115272	6090	3,022.63
115273	6090	3,104.79
115274	6090	4,168.22 Regular Salary/Staffing
115275	6090	3,070.11
115276	6090	4,286.17 Regular Salary/Staffing
115277	6090	3,688.70
115278	6090	4,717.97 Regular Salary/Staffing
115279	6090	3,556.40
115280	6090	5,423.43 Regular Salary/Staffing
115281	6090	1,854.91
115282	6090	6,193.87 Regular Salary/Staffing
115283	6090	5,560.63 Regular Salary/Staffing
936464	6090	1,852.97
115284	6090	3,624.80
	Subtotal	141,397.35

Public Works

115285	6150	72.44
115286	6150	1,190.51
115287	6150	2,499.64
115288	6150	2,243.69

COLTON
Payroll Disbursement Listing
Payperiod Dates: 10/8/2016 to 10/21/2016

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
115289	6150	2,409.85
115290	6150	485.40
936455	6150	7,299.10 457 Deferrred Comp Distribution
936465	6150	1,119.72
936466	6150	1,960.27
936467	6150	1,356.99
936468	6150	492.52
936469	6150	657.35
936470	6150	1,228.75
115291	6150	1,648.90
115292	6150	3,842.45 Regular Salary
115293	6150	3,062.24 Regular Salary
936471	6150	2,073.65
115294	6150	1,449.48
115295	6150	1,759.81
115296	6150	473.72
115297	6150	2,636.43
115298	6150	1,487.38
115299	6150	1,112.57
115300	6150	1,163.52
936472	6150	1,776.61
936473	6150	1,296.48
936474	6150	1,177.63
115465	6150	1,923.39
115466	6150	2,028.25
115467	6150	1,774.28
936491	6150	545.18
	Subtotal	<u>54,248.20</u>

Community Services

115301	6200	312.33
115302	6200	478.97
115303	6200	269.54
115304	6200	144.58
115305	6200	258.19
115306	6200	587.76
115307	6200	163.41
115308	6200	788.38
115309	6200	219.64
115310	6200	253.27
115311	6200	3,361.40 Regular Salary
115312	6200	1,640.85
115313	6200	495.66
115314	6200	126.81
115315	6200	104.13
115316	6200	536.78
115317	6200	432.96
115318	6200	301.50
115319	6200	782.39
115320	6200	508.04

COLTON
Payroll Disbursement Listing
Payperiod Dates: 10/8/2016 to 10/21/2016

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
115321	6200	334.25
115322	6200	217.14
115323	6200	364.38
115324	6200	407.85
115325	6200	432.43
115326	6200	173.58
115327	6200	1,631.27
115328	6200	47.54
115329	6200	441.61
115330	6200	333.97
115331	6200	107.08
115332	6200	530.02
115333	6200	169.52
115334	6200	1,755.25
115335	6200	1,510.15
115336	6200	205.06
115337	6200	195.95
115338	6200	48.53
115339	6200	459.91
115340	6200	423.42
115341	6200	41.94
115342	6200	363.70
115343	6200	372.95
115344	6200	2,196.64
115345	6200	293.82
115346	6200	678.91
115347	6200	607.07
115348	6200	2,535.66
936475	6200	193.92
936476	6200	79.23
936477	6200	190.15
936478	6200	287.47
936479	6200	491.34
936480	6200	472.76
936481	6200	577.18
936482	6200	388.98
	Subtotal	<u>31,327.22</u>

Library

115349	6250	604.36
115350	6250	526.13
115351	6250	440.40
115352	6250	676.96
115353	6250	2,447.82 Regular Salary
115354	6250	759.68
936483	6250	220.20
	Subtotal	<u>5,675.55</u>

COLTON
Payroll Disbursement Listing
Payperiod Dates: 10/8/2016 to 10/21/2016

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
Development Services		
115355	6300	1,516.77
115356	6300	2,635.96
115357	6300	2,166.13
115358	6300	1,386.93
115359	6300	2,601.62
115360	6300	1,739.34
115361	6300	3,019.62
115362	6300	4,510.22 Regular Salary
115363	6300	3,048.45
115364	6300	1,998.60
	Subtotal	24,623.64
Child Care		
115365	7200	1,214.92
115366	7200	647.36
115367	7200	697.27
115368	7200	766.42
115369	7200	785.47
115370	7200	909.63
115371	7200	1,968.86
115372	7200	4,842.71 Regular Salary/Leave Cashout
115373	7200	760.19
115374	7200	488.49
936484	7200	569.68
115375	7200	1,526.85
115376	7200	1,620.22
115377	7200	688.41
115378	7200	372.10
115379	7200	666.23
115380	7200	893.02
115381	7200	822.29
115382	7200	685.36
115383	7200	534.45
115384	7200	685.24
	Subtotal	22,145.17
Electric		
115385	8000	4,493.45 Regular Salary/OT
115386	8000	3,069.20
115387	8000	2,715.69
115388	8000	3,740.87
115389	8000	129.03
115390	8000	3,131.02
115391	8000	3,221.97
115392	8000	1,296.08
115393	8000	3,500.98
115394	8000	4,117.29 Regular Salary/OT
115395	8000	2,442.04
115396	8000	1,770.19

COLTON
Payroll Disbursement Listing
Payperiod Dates: 10/8/2016 to 10/21/2016

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
115397	8000	2,547.05
115398	8000	1,648.27
115399	8000	2,928.81
115400	8000	4,706.98 Regular Salary/OT
115401	8000	4,777.31 Regular Salary/OT
115402	8000	2,500.32
115403	8000	5,103.55 Regular Salary/OT
115404	8000	622.41
115405	8000	2,312.23
115406	8000	3,719.18
115407	8000	2,963.98
115408	8000	2,460.07
115409	8000	3,189.13
115410	8000	3,925.46
115411	8000	1,947.08
936485	8000	2,833.98
936486	8000	3,098.28
936487	8000	3,824.22
936488	8000	3,941.18
115412	8000	1,870.95
115413	8000	4,858.51 Regular Salary
115414	8000	1,337.38
115415	8000	2,180.50
115416	8000	1,826.47
115417	8000	2,448.09
115418	8000	2,790.65
115419	8000	2,894.49
115420	8000	3,080.93
115421	8000	1,427.51
	Subtotal	<u>117,392.78</u>

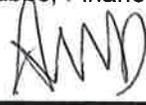
Water Utility

115422	8100	1,772.72
115423	8100	2,034.37
115424	8100	3,362.29 Regular Salary/OT
115425	8100	1,853.82
115426	8100	2,271.07
115427	8100	2,164.68
115428	8100	1,716.33
115429	8100	2,054.83
115430	8100	2,731.70
115431	8100	2,644.93
115432	8100	1,754.74
115433	8100	3,054.68 Regular Salary
115434	8100	1,684.71
115435	8100	1,949.46
936489	8100	1,752.37
	Subtotal	<u>32,802.70</u>

COLTON
Payroll Disbursement Listing
Payperiod Dates: 10/8/2016 to 10/21/2016

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
Wastewater Utility & Storm Water		
115440	8200	3,135.43
115441	8200	2,041.00
115442	8200	1,222.89
115443	8200	2,936.24
115444	8200	2,962.92
115445	8200	1,281.03
115446	8200	1,805.78
115447	8200	1,574.58
115448	8200	2,158.52
115449	8200	1,849.12
115450	8200	2,751.16
115451	8200	2,139.72
115452	8200	1,818.88
115453	8200	1,813.24
115454	8200	2,479.00
115455	8200	1,890.25
115456	8200	1,977.34
115457	8200	1,297.71
115458	8200	2,270.13
	Subtotal	<u><u>39,404.94</u></u>
Wastewater Administration		
115436	8300	1,212.18
115437	8300	3,254.16 Regular Salary
115438	8300	3,035.23
115439	8300	2,702.08
936490	8300	2,554.56
	Subtotal	<u><u>12,758.21</u></u>
Successor Agency for Redevelopment		
115468	9000	3,188.17 Regular Salary
	Subtotal	<u><u>3,188.17</u></u>
Grand Total		<u><u>757,010.53</u></u>



 Stacey Dabbs, Finance Director


 Aurelio De La Torre, Treasurer



STAFF REPORT

DATE: NOVEMBER 15, 2016
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
 FROM: BILL SMITH, CITY MANAGER *[Signature]*
 SUBJECT: AUTHORIZE THE DISPOSITION OF SURPLUS ITEM AND SALE
 TO COUNCIL MEMBER BENNETT

RECOMMENDED ACTION

It is recommended that the City Council declare as surplus a table-top, decorative water fountain, which was a gift to the City Council from Colton's Sister City in Mexico, during the active period of the Sister City Program. It is further recommended that this item be purchased by Council Member Bennett in the amount of \$1.00.

BACKGROUND

This item was given to the City Council during the period of time when Council Member Bennett was the Mayor of Colton. As such, the item has sentimental value to Council Member Bennett, and she has requested to take ownership of the item upon her departure from City Council, pursuant to the November 8, 2016 election.

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. Absent any objection on the part of City Council, staff recommends the approval of this sale.

FISCAL IMPACTS

The City would profit \$1.00 from the sale of this item.

ALTERNATIVES

Provide alternative direction to staff.

ATTACHMENTS

Photo of item.





STAFF REPORT

DATE: NOVEMBER 15, 2016
TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
FROM: BILL SMITH, CITY MANAGER
PREPARED BY: ELVIE BALDERRAMA, HUMAN RESOURCES DIRECTOR
SUBJECT: SIDE LETTER AGREEMENT BETWEEN THE CITY OF COLTON AND THE COLTON POLICE OFFICERS ASSOCIATION TO AMEND LANGUAGE REGARDING HOLIDAY ACCRUAL AND USE

RECOMMENDED ACTION

It is recommended that the City Council authorize the City Manager to enter into a side letter agreement with the Colton Police Officers Association (CPOA) to amend language regarding holiday accrual and use and to eliminate holiday leave carry over.

BACKGROUND

In August 2016, the City was subject to a CalPERS review. A finding in the review found that the City incorrectly reported Holiday Pay that did not qualify as special compensation. Specifically, the Agency's written labor agreement allows police employees to accrue holiday hours beyond the year in which it was earned. However, CCR Section 571 states that if a written labor agreement allows employees to accumulate holiday credit beyond the year in which it is earned, and an employee later elects to cash out accumulated holiday credit, it is not reportable compensation.

ISSUES/ANALYSIS

Holiday Pay should be considered when calculating pensionable special compensation only when used in the year in which it was earned. However, the current CPOA MOU language allowing members to carry over year to year, up to 240 hours, invalidates holiday pay to be considered pensionable income. This CalPERS decision will have an impact on past and future CPOA retirees.

The proposed new language would allow holiday pay to be compensable by eliminating carry over of hours and require members to either use or cash-out holiday leave in the year it was accrued. Moreover, the CPOA has agreed to use or cash out the existing non PERSable banks by no later than June 2018.

The City's negotiation team and CPOA have met and conferred regarding the aforementioned issue which has resulted in the establishment of a side letter of agreement as attached hereto.

FISCAL IMPACTS

The new language will no longer permit carry over of 240 holiday leave hours thereby mitigating future compensated absence liabilities when members save those hours to be cashed out at a higher rate upon promotion or retirement, therefore, any fiscal impact would be minimal.

ALTERNATIVES

Provide alternative direction to staff.

ATTACHMENTS

Side Letter Agreement between City and CPOA.

**SIDE LETTER OF AGREEMENT
BETWEEN
THE CITY OF COLTON
AND
THE COLTON POLICE OFFICERS ASSOCIATION**

The City of Colton ("City") and the Colton Police Officers Association ("CPOA") have met and conferred and agreed to the following amendment to the current February 1, 2014 – January 31, 2017 Memorandum of Understanding ("MOU") between the parties. All other terms and conditions of the MOU for February 1, 2014 – January 31, 2017, shall remain in force and effect, except as to the specific changes as stated below.

The parties seek to modify LEAVES, Section 2: Holidays of the MOU to change the manner in which holiday time shall be accrued and used, and eliminate the option of carry over with respect to future accruals. The City has confirmed with CalPERS that the changes provided herein comply with California Code of Regulations section 571, and that holiday compensation will be reported as special compensation.

The City and the CPOA mutually agree to amend Section 2 to reflect the language as shown below.

A. Each unit member shall receive the following 10 hour holidays:

- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day (to be observed as the second Monday in November)
- Thanksgiving Day
- Christmas Eve
- Christmas Day
- New Year's Eve

If an employee is scheduled to work or be off on a regularly scheduled day off on one of the above fixed holidays, the Police Chief shall assign the employee another day off within the same work period contiguous to his/her regularly scheduled days off unless the employee and Police Chief mutually agree to another day off during that work period.

B. All members shall receive 120 hours of holiday credit at the beginning to each fiscal year on July 1. The holiday credit will be prorated, with one-month equal to

10 hours for members hired after June 30th. Holiday credit is earned from the 1st if hired by the 15th. If hired from the 16th through the 31st holiday credit is earned the next month.

- C. Holiday leave must be taken in the fiscal year earned and cannot be carried over. Holiday leave that is not taken as paid leave during the fiscal year will convert to cash paid at the employee's regular rate of pay.
- D. Holiday leave shall not be taken in increments of less than one hour.
- E. The taking of holiday leave is subject to prior approval of the appointing authority.
- F. On May 15th of each year, an employee may designate any portion of his/her accrued holiday credit, which he/she would like to be paid for in lieu of having time off. This notification shall be in writing and is irrevocable. Payment for the holiday time shall be made by June 30 of each year. In the event that an employee separates from service and has used/or been paid for holidays in excess of 10 earned hours per month, the employee shall reimburse the city for the overage.
- G. Effective the pay period following ratification of this Agreement, for the fiscal year 2016/2017 all members will receive the prorated balance of the 120 holiday hours (reminder of holiday accrual for the fiscal year ending June 30, 2017) credited to the members Holiday Leave bank.

The City will create a separate non-PERSable bank for members who have an excess of 120 hours of holiday time (i.e., holiday time accrued in prior fiscal years). Those excess hours will then be transferred (one time transfer) to the new non-PERSable bank. Members may use the non-PERSable bank hours as time off. All time off shall be subject to prior approval of the appointing authority. On May 15, 2017 and May 15, 2018 an employee may designate any portion of his/her remaining non-PERSable bank hours, which he/she would like to be paid for in lieu of having time off. This notification shall be in writing and is irrevocable. The non-PERSable bank will sunset June 30, 2018. All members must have a zero balance of hours no later than June 30, 2018. Any remaining balance as of June 30, 2018 will be paid in cash at the employee's regular rate of pay.



STAFF REPORT

DATE: NOVEMBER 15, 2016
TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
FROM: BILL SMITH, CITY MANAGER
PREPARED BY: ELVIE BALDERRAMA, HUMAN RESOURCES DIRECTOR
SUBJECT: SIDE LETTER AGREEMENT BETWEEN THE CITY OF COLTON AND THE COLTON POLICE MANAGEMENT ASSOCIATION TO AMEND LANGUAGE REGARDING HOLIDAY ACCRUAL AND USE AND VACATION BUY-BACK

RECOMMENDED ACTION

It is recommended that the City Council authorize the City Manager to enter into a side letter agreement with the Colton Police Management Association (CPMA) to amend language regarding holiday accrual and use and to eliminate holiday leave carry over and to add language regarding vacation buy-back.

BACKGROUND

City staff and the CPMA have identified two issues that require clarification in their MOU. First, in August 2016, the City was subject to a CalPERS review. A finding in the review found that the City incorrectly reported Holiday Pay that did not qualify as special compensation. Specifically, the Agency's written labor agreement allows police employees to accrue holiday hours beyond the year in which it was earned. However, CCR Section 571 states that if a written labor agreement allows employees to accumulate holiday credit beyond the year in which it is earned, and an employee later elects to cash out accumulated holiday credit, it is not reportable compensation.

Second, the City's past practice has allowed CPMA members to "buy-back" vacation hours similar to the practice in the Police Officers Association. The City allows this practice for mostly all employees under the provisions of their respective MOU's; however, this language was not included in the CPMA MOU.

ISSUES/ANALYSIS

Holiday Pay should be considered when calculating pensionable special compensation only when used in the year in which it was earned. However, the current CPMA MOU language allowing members to carry over year to year, up to 240 hours, invalidates holiday pay to be considered pensionable income. This CalPERS decision will have an impact on past and future CPMA retirees.

The proposed new language would allow holiday pay to be compensable by eliminating carry over of hours and require members to either use or cash-out holiday leave in the year it was accrued. Moreover, the CPMA has agreed to use or cash out the existing non PERSable banks by no later than June 2018.

Moreover, the side letter agreement also seeks to document the vacation buy-back policy for the CMPA bargaining group. Specifically, the side letter agreement provides current CMPA members to buy back up to 40 hours of vacation in December of each fiscal year provided that a minimum of 100 hours is retained after cash-out.

The City's negotiation team and CPMA have met and conferred regarding the aforementioned issues which has resulted in the establishment of a side letter of agreement as attached hereto.

FISCAL IMPACTS

The new language will no longer permit carry over of 240 holiday leave hours thereby mitigating future compensated absence liabilities when members save those hours to be cashed out at a higher rate upon promotion or retirement, therefore any fiscal impact would be minimal.

There are currently only two (2) members in this bargaining group that are eligible for vacation buy back which would have a fiscal impact of approximately \$4,500 for the current fiscal year.

ALTERNATIVES

Provide alternative direction to staff.

ATTACHMENTS

Side Letter Agreement between City and CPMA.

**SIDE LETTER OF AGREEMENT
BETWEEN THE CITY OF COLTON
AND
THE COLTON POLICE MANAGEMENT ASSOCIATION**

The City of Colton ("City") and the Colton Police Management Association ("CPMA") have met and conferred and agreed to the following amendment to the current March 1, 2014 – February 28, 2017 Memorandum of Understanding ("MOU") between the parties. All other terms and conditions of the MOU for March 1, 2014 – February 28, 2017, shall remain in force and effect, except as to the specific changes as stated below.

1. The parties seek to modify LEAVES, Section 2: HOLIDAYS of the MOU to change the manner in which holiday time shall be accrued and used, and eliminate the option of carry over with respect to future accruals. The City has confirmed with CalPERS that the changes provided herein comply with California Code of Regulations section 571, and that holiday compensation will be reported as special compensation.

- A. Each unit member shall receive the following 10 hour holidays:

New Year's Day
Martin Luther King's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day (to be observed as the second Monday in November)
Thanksgiving Day
Christmas Eve
Christmas Day
New Year's Eve

If an employee is scheduled to work or be off on a regularly scheduled day off on one of the above fixed holidays, the Police Chief shall assign the employee another day off within the same work period contiguous to his/her regularly scheduled days off unless the employee and Police Chief mutually agree to another day off during that work period.

- B. All members shall receive 120 hours of holiday credit at the beginning to each fiscal year on July 1. The holiday credit will be prorated, with one-month equal to 10 hours, for members hired after June 30th. Holiday credit is earned from the 1st

if hired by the 15th, if hired from the 16th through the 31st holiday credit is earned the next month.

- C. Holiday leave must be taken in the fiscal year earned and cannot be carried over. Holiday leave that is not taken as paid leave during the fiscal year will convert to cash paid at the employee's regular rate of pay.
- D. Holiday leave shall not be taken in increments of less than one hour.
- E. The taking of holiday leave is subject to prior approval of the appointing authority.
- F. On May 15th of each year, an employee may designate any portion of his/her accrued holiday credit, which he/she would like to be paid for in lieu of having time off. This notification shall be in writing and is irrevocable. Payment for the holiday time shall be made by June 30 of each year. In the event that an employee separates from service and has used/or been paid for holidays in excess of 10 earned hours per month, the employee shall reimburse the city for the overage.
- G. Effective the pay period following ratification of this Agreement for the fiscal year 2016/2017 all members will receive the prorated balance of the 120 holiday hours (reminder of holiday accrual for the fiscal year ending June 30, 2017) credited to the members Holiday Leave bank.

The City will create a separate non-PERSable bank for members who have an excess of 120 hours of holiday time (i.e. holiday time accrued in prior fiscal years). Those excess hours will then be transferred (one time transfer) to the new non-PERSable bank. Members may use the non-PERSable bank hours as time off. All time off shall be subject to prior approval of the appointing authority. On May 15, 2017 and May 15, 2018 an employee may designate any portion of his/her remaining non-PERSable bank hours, which he/she would like to be paid for in lieu of having time off. This notification shall be in writing and is irrevocable. The non-PERSable bank will sunset June 30, 2018. All members must have a zero balance of hours no later than June 30, 2018. Any remaining balance as of June 30, 2018 will be paid in cash at the employee's regular rate of pay.

- 2. The parties seek to modify Section 1: VACATION of the MOU to include language to incorporate vacation buy-back.

The City and the CPMA mutually agree to amend Section 1 to add subsection 4 as shown below.

4. Buy-Back

Each employee shall be allowed to buy back up to 40 hours of vacation one time each fiscal year provided a minimum of 100 hours is retained after cash out. The CPMA President will submit the requests the first payroll period in December.

Bill Smith, City Manager
City of Colton

Mike Hadden, President
Police Management Association

Date

Date

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STAFF REPORT

DATE: NOVEMBER 15, 2016
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
 FROM: BILL SMITH, CITY MANAGER
 PREPARED BY: ARTHUR MORGAN, ECONOMIC DEVELOPMENT MANAGER
 SUBJECT: FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH DMG ECONOMICS, INC. TO PROVIDE PROFESSIONAL ECONOMIC DEVELOPMENT SERVICES TO THE CITY OF COLTON

RECOMMENDED ACTION

It is recommended that the City Council approve the First Amendment to the Professional Services Agreement with DMG Economics, Inc. ("DMG") for an additional thirty thousand dollars (\$30,000), for a total agreement amount of \$80,000, and to extend the term to June 30, 2017, to provide professional economic development consulting services to the City's Economic Development Division.

BACKGROUND

In 2014, RFQ/RFP's for "as needed" economic development consulting services were received, reviewed and rated by Development Services Director Mark Tomich and Economic Development Manager Arthur Morgan. The highest scoring proposal was submitted by DMG Economics, Inc., who has provided these services for the City last two fiscal years. On November 17, 2015, the City Council approved a Professional Services Agreement with DMG with a contract term ending November 17, 2016. DMG's services have proven to be beneficial to the City's economic development efforts in providing analyses and project support with retail clients and development companies.

ISSUES/ANALYSIS

Economic development consultants are able to expand staff's access to analytical and demographic software programs and customized research used by many cities, but not financially available to Colton at this time. Having project-specific reports and consulting available on an as needed basis allows the Economic Development Division access to analysis of a project or an economic impact report on specific projects, only when needed. The services included also allow the Consultant to work with staff in any presentation to a developer or a retailer, if requested. Under the direction of the Economic Development Manager, the Consultant will provide technical assistance and analysis for potential projects anywhere in the City. Economic Development Division would like to extend the contract with DMG Economics,

Inc. The familiarity with Colton's developing areas and its processes, in addition to access to valuable economic impact reports, make DMG the requested choice of Staff.

FISCAL IMPACTS

The \$30,000 for this Consultant contract First Amendment is budgeted in the Economic Development Division's Fiscal Year 2016-17 Budget account 100-6300-9050-2350.

ALTERNATIVES

1. Provide alternative direction to staff.

ATTACHMENTS

1. Attachment A—First Amendment to Professional Services Agreement with DMG Economics, Inc.

ATTACHMENT A

**First Amendment to Professional Services Agreement
with DMG Economics Inc.**

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN THE CITY OF COLTON
AND
DMG ECONOMICS, INC.**

1. PARTIES AND DATE.

This First Amendment to the Professional Services Agreement (“First Amendment”) is made and entered into this 15th day of November, 2016, by and between the City of Colton (“City”) and DMG Economics, Inc., (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this First Amendment.

2. RECITALS.

2.1 Agreement. City and Consultant entered into that certain Professional Services Agreement dated November 17, 2016 (“Agreement”), whereby Consultant agreed to provide “as needed” Economic Development Consulting Services.

2.2 Amendment. City and Consultant desire to amend the Agreement for the first time to increase the compensation by Thirty Thousand Dollars, (\$30,000) for a total contract of Eighty Thousand Dollars (\$80,000) and extend the term to June 30, 2017, in order to have the contract reflect a fiscal year schedule.

3. TERMS.

3.1. Term. Section 3.1.2 Term of the Agreement is hereby deleted in its entirety and replaced with the following:

"The term of this Agreement shall be from November 15, 2016 to June 30, 2017, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services."

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

“Consultant shall receive compensation, including authorized reimbursement, 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 Eighty Thousand Dollars (\$80,000), without written approval of City’s City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.”

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

IN WITNESS WHEREOF, the Parties have entered into this First Amendment to Professional Services Agreement as of the 15th day of November, 2016.

CITY OF COLTON

By: _____
William R. Smith
City Manager

Attest: _____
Carolina R. Padilla
City Clerk

**DMG ECONOMICS, INC.
a California Corporation**

By: _____
Signature

Michael James Bracken

Managing Partner

By: _____
Signature

Khozette Eve Bracken

Secretary



STAFF REPORT

DATE: NOVEMBER 15, 2016
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
 FROM: BILL SMITH, CITY MANAGER
 PREPARED BY: ARTHUR W. MORGAN, ECONOMIC DEVELOPMENT MANAGER
 SUBJECT: APPROVE A SHORT TERM COMMERCIAL LEASE AGREEMENT WITH EDWARD BERKI FOR THE PROPERTY LOCATED AT 1595 VALLEY BOULEVARD

RECOMMENDED ACTION

It is recommended that the City Council of the City of Colton ("City"), approve Resolution R-111-16, (Attachment "A") approving the form of a short term commercial lease agreement with Edward Berki ("Mr. Berki") for the property located at 1595 Valley Boulevard in the City of Colton.

BACKGROUND

In May 2011, a Land Exchange Agreement was initiated between the City and the County of San Bernardino ("County") for the remnant parcels created by the realignment of Valley Boulevard pursuant to a 1995 Memorandum of Understanding with the County. The realignment project was for traffic mitigation and infrastructure improvements associated with the construction of the Arrowhead Regional Medical Center ("ARMC"). The realignment and intersection project for Valley Boulevard and Pepper Avenue created two remnant parcels at the southeast corner of Valley Boulevard and Pepper Avenue.

The southeast corner parcel (APN 0254-191-09) ("Berki Parcel") of Pepper Avenue at Valley Boulevard is owned by Mr. Edward Berki doing business as Pacific Ocean Drive 3315, LLC. The parcel is currently improved as a used car dealership, which has been operated as Three Star Auto for the past several years.

The adjacent parcel, which is the former right-of-way known as "Old Valley Boulevard" (APN 0254-191-11), is owned by the County pursuant to terms agreed upon in the 2011 Land Exchange Agreement. The County, through their Real Estate Department, has agreed to sell the County Parcel to the City at their appraised value. Both the Berki Parcel and the County Parcel will be sold to Lumar, LLC ("Developer") for development.

On July 5, 2016, Council adopted Resolution No. R-70-16, approving a Purchase and Sale Agreement for the Berki Parcel. The escrow through which the City is purchasing the Berki Parcel is scheduled to close in November, 2016. On July 5, 2016, Council also approved Resolution No. R-69-16, approving the City's purchase of the County Parcel. The County Parcel is expected to close escrow in November, 2016.

On July 19, Council adopted Resolution No. R-77-16, approving a Disposition and Development Agreement (“DDA”) between the City and the Developer who is purchasing the County Parcel (approximately 88,906 square feet) and the Berki Parcel (approximately 40,511 square feet) from the City. When combined, the Project Site will contain approximately 3 acres or 129,417 square feet. Terms of the DDA call for the development of quick service restaurants, casual dining, or other sales tax producing retail uses acceptable to the City.

ISSUES/ANALYSIS

Resolution R-77-16, approving the DDA, authorized an adjustment to the Fiscal Year 2016-17 Budget for an appropriation of \$1,608,000 for purchase of the Berki Parcel, and \$1,140,500 for purchase of the County Parcel from the Colton Electric Utility Rate Stabilization Reserve (“RSR”) Account, which include purchase prices and estimated closing costs for both parcels.

Mr. Berki has requested the opportunity to continue operating his business at the current location under a rental/lease agreement at a rate of \$2,800 per month upon close of his sale escrow, to continue until the Developers close their purchase escrow with the City, which is expected to take 7 – 8 months. The Developer’s escrow shall close upon the Developer receiving their entitlement approvals for the development of the Project Site.

FISCAL IMPACTS

Resolution R-111-16, amends the City’s 2016-17 Budget, increasing revenue to Account No. 520-7801-000 by an estimated \$19,600 (\$2,800 per month for an estimated 7 months) for rental income received during the term of the lease agreement. This revenue is expected to offset closing costs paid in the purchase transactions and any related costs that may arise from the lease agreement.

ALTERNATIVES

1. Provide alternative direction to staff.

ATTACHMENTS

1. Attachment “A” – Resolution R-111-16
2. Attachment “B” – Aerial of Subject Parcel

ATTACHMENT A

Resolution No. R-111-16

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RESOLUTION NO. R-111-16

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF COLTON APPROVING A COMMERCIAL LEASE
AGREEMENT WITH EDWARD BERKI DBA PACIFIC
OCEAN DRIVE 3315 LLC FOR 1595 WEST VALLEY
BOULEVARD**

WHEREAS, pursuant to a Purchase and Sale Agreement, dated July 5, 2016 and entered into by and between the City of Colton (“City”) and Edward Berki DBA Pacific Ocean Drive 3315 LLC (“Berki”), City purchased from Berki that certain real property located at 1595 West Valley Boulevard in the City of Colton, County of San Bernardino (APN 0254-191-09) (“Property”); and

WHEREAS, Government Code Section 37350 provides that a city may purchase, lease, receive, hold, and enjoy real and personal property, and control and dispose of it for the common benefit, and Government Code section 37380 authorizes the City to lease property owned or held or controlled by it; and

WHEREAS, City plans to sell the Property in or around May 2017, to LUMAR DEVCO, LLC, a California limited liability company (“Developer”) under the terms of a Disposition and Development Agreement (“DDA”), between Developer and City, to facilitate the redevelopment of the Property; and

WHEREAS, Berki currently operates a commercial business, known as Three Star Auto Sales, on the Property and desires to lease the Property from City pursuant to a Commercial Lease Agreement, in substantially the form attached hereto as Exhibit A and incorporated herein (the “Agreement”), until the Property is transferred to Developer; and

WHEREAS, the lease of the Property to Berki serves the common benefit by generating rent on the Property until such time as the Property is transferred to Developer; and

WHEREAS, City staff has determined that Berki’s lease of the Property from City is exempt from the requirements of the California Environmental Quality Act (“CEQA”), pursuant to State CEQA Guidelines Section 15061(b)(3), because it can be seen with certainty that Berki’s continued use of the Property will not have a significant effect on the environment; and

WHEREAS, a budget revenue increase from the lease of 1595 West Valley Boulevard property, not listed in the 2016-17 Fiscal Year budget, is required and must be approved by resolution of the City Council.

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

1 SECTION 1. RECITALS. The City Council does hereby find and affirm the above-noted
2 recitals are true and correct and hereby incorporated in the body of this Resolution as if restated in
3 full.

4 SECTION 2. APPROVAL OF AGREEMENT. The City Council hereby approves the
5 lease of the Property from City to Berki pursuant to the terms and conditions set forth in the
6 Agreement. The City Council hereby authorizes and directs the City Manager (with the
7 concurrence of the City Attorney) to make any necessary non-substantive changes to the
8 Agreement, and to execute and deliver on behalf of the City the Agreement and any documents
9 and instruments as may be necessary or convenient in the furtherance of the actions authorized by
10 this Resolution.

11 SECTION 3. CEQA. The City Council hereby authorizes and directs City staff to file a
12 Notice of Exemption for the City as a lead agency under CEQA within five (5) days from the
13 adoption of this Resolution.

14 SECTION 4. INCREASE IN CITY REVENUES. The City Council authorizes this
15 amendment and adjustment to the Fiscal Year 2016-17 budget, increasing revenues in the amount
16 of an estimated \$19,600 (\$2,800 per month for an estimated 7 months) from the lease of 1595
17 West Valley Boulevard, to the Colton Electric Utility Rate Stabilization Reserve Account
18 Number 520-7801-000.

19 SECTION 5: CERTIFICATION. The City Clerk shall certify to the passage and
20 adoption of this Resolution and the same shall thereupon take effect and be in force immediately
21 upon its adoption.

22 SECTION 6: EFFECTIVE DATE. The Mayor shall sign this Resolution and the City
23 Clerk shall attest thereto, and this Resolution shall take effect immediately upon its adoption.

24 **PASSED, APPROVED AND ADOPTED** this 15th day of November, 2016.

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RICHARD A. DELAROSA, Mayor

ATTEST:

CAROLINA R. PADILLA, City Clerk

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EXHIBIT A
Commercial Lease Agreement
[Attached Behind This Page]

Exhibit A

COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT (the “Lease”) is made and entered into by and between the City of Colton (“Landlord”) and Edward Berki DBA Pacific Ocean Drive 3315 LLC (“Tenant”), under the following terms and conditions:

RECITALS

- a. Landlord owns property located at 1595 West Valley Boulevard in the City of Colton, County of San Bernardino, State of California (APN 0254-191-09), comprised of 0.93 acres or 40,615 square feet (“Property”).
- b. Landlord purchased the Property from Tenant pursuant to that certain Real Property Purchase and Sale Agreement and Joint Escrow Instructions, dated July 5, 2016.
- c. Landlord plans to sell the Property to LUMAR DEVCO, LLC, a California limited liability company (“Developer”) under the terms of a Disposition and Development Agreement (“DDA”) between Developer and Landlord.
- d. Tenant operates a commercial business, known as Three Star Auto Sales, on the Property and desires to lease the Property under the terms and conditions of this Lease.

Now, therefore, for good and valuable consideration and the promises and covenants of Landlord and Tenant set forth in this Lease, Landlord and Tenant agree, as follows:

TERMS

1. No Relocation Benefits. The Property was purchased by a public entity, the City of Colton, for a public project, as further described in the DDA. Tenant is considered a “post initiation of negotiations occupant” and as such, is not entitled to any public relocation assistance benefits at the termination of this Lease. Tenant expressly waives any claim for relocation assistance benefits under 49 CFR Part 24 , USC Title 42, Chapter 61, and California Government Code Title 1, Chapter 16, sections 7260-7277. This Section 1 applies to any tenant(s), sub-tenant(s), or other occupant(s) of the Property whether in occupancy with Landlord’s consent or not. Tenant shall defend, indemnify and hold Landlord free and harmless from and against any and all claims, damages and liabilities (including legal fees and costs) for relocation benefits or loss of business goodwill made by any occupant associated with the Property, in accordance with Section 17.
2. Description of the Property. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Property, which includes all buildings, paved area and landscaped area located on the Property and shown on **Exhibit A**.
3. Term, Occupancy, and Renewal.
 - a. Term. The term of this Lease (“Term”) shall commence on the close of escrow, estimated at November 18, 2016 (the “Commencement Date”), and end on May 31, 2017, or

when Developer receives project entitlements, whichever is later; provided that Tenant may terminate the Lease before the end of the Term by providing Landlord three months' advance notice of the intent to terminate and the date of termination.

b. Occupancy. Tenant may occupy the Property on the Commencement Date subject to all terms and conditions of this Lease, provided Tenant complies with Section 4 and pays the first month's rent, complies with Section 4.d and pays the Security Deposit, and complies with Section 18 and delivers an insurance certificate and endorsements to Landlord on or before the Commencement Date. Tenant's failure to comply with the aforementioned Sections constitutes a default of this Lease, entitling Landlord to pursue the remedies provided in Section 20.b.

4. Rent. The initial rent during the term of this Lease shall be Two Thousand Eight Hundred Dollars (\$2,800) per month. Tenant shall, commencing on the Commencement Date and continuing thereafter on the first (1st) day of each and every month during the term of this Lease, pay to Landlord in advance, such monthly rent, without setoff, deduction or demand. If possession is taken on other than the first of the month, rent shall be prorated accordingly based on a 30-day month. The rent set forth in this Section 4 is intended to be inclusive of any and all real property or possessory interest taxes that may be assessed against the Property or Tenant, as further described in Section 14.

a. Late Charge. Tenant acknowledges that late payment by Tenant to Landlord of rent will cause Landlord to incur costs not contemplated by this Lease. If any installment of rent due from Tenant is not received by Landlord within five (5) days after it becomes due, Tenant shall pay to Landlord an additional sum of the greater of \$100 or 6% of the overdue rent as a late charge. The parties agree that this late charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of late payment by Tenant. Acceptance of any late charge shall not constitute a waiver of Tenant's default with respect to the overdue amount or prevent Landlord from exercising any of the other rights and remedies available to Landlord.

b. Interest on Unpaid Rent. Rent or other charges under this Lease not paid within five (5) days of the date due shall, in addition to any late charges under Section 4.a, above, bear interest at the lesser of the maximum legal rate or 10% per annum from the date due until paid.

c. Holdover. Tenant may not hold over after the expiration or earlier termination of the Term without the express prior written consent of Landlord. Acceptance of rent is not Landlord's consent to holdover. Without Landlord's express consent, Tenant shall become a tenant at sufferance only at a rental rate equal to 150% of the rent in effect upon the date of such expiration. Acceptance by Landlord of rent after such expiration or earlier termination shall not constitute a holdover hereunder. The foregoing provisions of this Section 4 are in addition to and do not affect Landlord's right of re-entry or any rights of Landlord hereunder or as otherwise provided by law. If Tenant fails to surrender the Property upon the expiration of this Lease, Tenant shall indemnify, protect, defend and hold Landlord harmless from all loss or liability, including without limitation, any claim made by any succeeding tenant or purchaser founded on or resulting from such failure to surrender. Such indemnity shall survive the expiration of this Lease.

d. Security Deposit. Concurrently with Tenant's execution of this Lease, Tenant shall deposit with Landlord a "**Security Deposit**" in the amount of Three Thousand Dollars (\$3,000).

The Security Deposit shall be held by Landlord as security for Tenant's performance of the terms of this Lease. Landlord may (but shall not be required to) use all or any part of the Security Deposit to cure any default of Tenant under the Lease (after any required notice and expiration of any applicable cure period) or to compensate Landlord for any loss or damage which Landlord may incur as a result of Tenant's default. Tenant shall not be entitled to interest on the Security Deposit and Landlord shall not be required to keep the Security Deposit separate from its general funds. Where there have been no defaults by Tenant or where all applicable deductions from Security Deposit have been made as hereinabove provided, Landlord shall refund the then existing balance of the Security Deposit to Tenant within thirty (30) days of expiration or termination of this Lease.

5. Place of Payment of Rent. Rent and all other sums which shall become due under this Lease, including but not limited to late charges and additional rent, shall be payable by hand delivery or mail at the office of the Landlord at 650 N. La Cadena Drive, Colton, CA 92324, Attn: City Manager, or at such other place as Landlord may designate from time to time in writing. Mailed payments must be received (not postmarked) by Landlord by the date due.

6. Condition of, and Improvements to, Property.

a. Improvements. Under this Lease, Landlord shall have no obligation or responsibility, actual or implied, to install, construct, accommodate, or make any improvements to the Property prior to, or as a condition of, Tenant's occupation of the Property.

b. As-Is Condition. Tenant warrants and agrees that Tenant has inspected the Property. Tenant agrees to take possession of the Property in an AS-IS condition (which exists on the date this Lease is signed) and Tenant further agrees that Landlord shall have no responsibility for any repairs or improvements to the Property, prior to, or as a condition of, Tenant's occupation of the Property. Landlord makes no representations regarding the condition, status, compliance with laws or suitability for a particular purpose for Tenant's use.

c. Condition Upon Surrender. Upon termination of this Lease, Tenant shall surrender the Property to Landlord in as good condition as when received, ordinary wear and tear and damage by fire, earthquake, or act of God excepted, and including any repairs or improvements made by Tenant. If Tenant fails to maintain the Property in good order and repair, after thirty (30) days' prior written notice, Landlord may, at its option, make such repairs, and Tenant shall pay the reasonable cost thereof as additional rent hereunder within ten (10) days after receipt of a written statement therefor. In the event the giving of thirty (30) days' prior notice may result in additional damage to the Property, Landlord may make such repairs, at Tenant's expense, without thirty days' prior written notice.

d. CASp Disclosure. The Building has not undergone inspection by a Certified Access Specialist (CASp) as referenced in California Civil Code Section 1938.

7. Use. The Property shall be used only for the operation of Three Star Auto Sales. Tenant shall not use any portion of the Property for purposes other than those specified without first obtaining the written consent of Landlord. Tenant shall not do, bring, or keep anything in, on, or about the Property which will in any way increase the premium rate or cause the cancellation of any fire or other insurance upon the Property, the building in which the Property are located, or

any of its contents. Tenant shall have the non-exclusive right to use the parking area and driveways, sidewalks, hallways, restrooms (to the extent not entirely contained in the Property), common area pathways to and from the parking area and Property in common with the other tenants of the Building as well as with Landlord's use of same.

8. Compliance with Laws/Hazardous Materials.

a. Tenant, at Tenant's expense, shall comply with and cause all of Tenant's agents to comply with all applicable laws, ordinances, rules and regulations of governmental authorities applicable to the Property or the use or occupancy thereof, including, without limitation, the law commonly known as the Americans With Disabilities Act and California Code of Regulations Title 8, Sections 3281 through 3299 (collectively, "Laws").

b. Tenant shall not cause or permit any Hazardous Materials, as defined below, to be brought upon, kept, used, discharged, deposited or leaked in or about the Property or the Building by Tenant or any of Tenant's agents or by anyone in the Property (other than Landlord or its agents, employees or contractors), except to the extent such Hazardous Materials are cleaning or office supplies customarily kept or used by typical office tenants and are kept and used in accordance with all applicable laws. If Tenant breaches the obligations stated in the preceding sentence, or if the presence of any Hazardous Material on the Property caused or suffered or permitted by Tenant or any of Tenant's agents or by anyone in the Property (other than Landlord or its agents, employees or contractors) results in contamination of the Property, or if contamination of the Property by any Hazardous Material otherwise occurs for which Tenant is legally liable, then Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, damages, costs, liabilities and expenses (including, without limitation, diminution in value or use of the Building, attorneys' fees, consultant fees and expert fees) which arise during or after the Term as a result of such contamination. This indemnification shall include, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work on or under the Property. "Hazardous Material" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local, state or federal governmental authority or by common law decisions, including without limitation (i) all chlorinated solvents, (ii) petroleum products or by-products, (iii) asbestos and (iv) polychlorinated biphenyls.

9. Waste; Nuisance; Quiet Enjoyment. Tenant shall not suffer or commit any waste or nuisance on the Property, nor shall Tenant interfere with or obstruct the rights of or disturb the quiet enjoyment of any other tenant or occupant of the building or injure or annoy them. Tenant shall not use or allow the Property to be used for any improper, immoral, or objectionable purposes, to be determined in Landlord's sole and absolute judgment.

10. Repair and Maintenance.

a. Landlord shall repair and maintain the roof, structural foundations, exterior walls of the building, and common areas in which the Property are located unless the need for such repair shall be caused by the neglect, misuse, or misconduct of Tenant, its agents, employees or invitees, in which case Landlord shall promptly cause the repairs to be made at Tenant's sole expense. Within ten (10) days after receipt of a written notice that Landlord has made repairs that were

caused by the neglect, misuse, or misconduct of Tenant, its agents, employees or invitees, Tenant shall promptly reimburse Landlord within thirty (30 days of invoice for the cost of all such repairs and maintenance.

b. Tenant shall, at Tenant's sole cost and expense, maintain the Property except as noted under Section 10.a, above, in good condition and repair. Said maintenance shall include but not be limited to, the interior of the Property, exterior doors and windows, all fixtures and equipment, including without limitation, plate glass, electrical wiring, plumbing fixtures, plumbing drains (from the interior of the Property to the point of connection of Tenant's drainage system with the sanitary sewer system owned, managed, and/or maintained by the local municipality). Landlord shall maintain the heating and air conditioning system in good and working order at Landlord's sole expense and cost. Tenant hereby waives California Civil Code Sections 1932(1), 1941 and 1942 and any other applicable existing or future law, ordinance or governmental regulation permitting Tenant to make repairs at Landlord's expense.

11. Utilities. Tenant shall contract directly for and pay for all utilities and services furnished to or used by Tenant upon the Property. Landlord shall not be responsible for any interruptions or disturbance of service, nor shall there be any abatement of rent resulting from any cessation or interruption of utility service or other service contemplated by this section unless such interruption is caused by Landlord's actions in which case Tenant may receive abatement of rent on a day for day basis after 1 business day of interruption if such interruption causes material interference with tenant's business or Tenant is not able to occupy the Property. Tenant shall deposit all trash only in designated areas.

12. Rules. Tenant shall comply with the rules and regulations attached to this Lease as **Exhibit B** and all reasonable modifications thereof and additions thereto from time to time put into effect by Landlord so long as prompt notice is given by Landlord of any changes (the "**Rules and Regulations**").

13. Alterations and Liens. Tenant shall not make or cause to be made any alterations, additions, or improvements to or of the Property or any part thereof without the prior written consent of Landlord except for cosmetic or non-structural alterations up to a total cost of \$10,000. If any alterations require additional changes to comply with Laws which are triggered by Tenant's alterations, all such resulting requirements to comply with Laws shall be at Tenant's expense and any Landlord consent to such alterations shall be conditioned on Tenant's payment for same. Any alterations, additions, or improvements affixed to the Property, except furnishings, equipment, and trade fixtures, shall, at Landlord's option, become part of the real property and belong to Landlord on expiration or termination of the term and any extension thereof. If Landlord consents to the making of any alteration, additions, or improvements to the Property, they shall be made at Tenant's sole cost and expense. Tenant shall keep the Property free and clear of any liens or encumbrances which may arise from such work. At Landlord's option, Tenant shall, at its sole cost and expense, remove all such additions, alterations, and improvements from the Property at the end of the term hereof and repair any damage to the Property occasioned by such removal provided Landlord notifies tenant of such requirement at the time of any alteration, and any cosmetic or nonstructural alterations shall not require removal.

14. Taxes. Tenant hereby recognizes and understands that this Lease may create a possessory interest subject to property taxation, and that Tenant may be subject to the payment of property taxes levied on such interest. Landlord and Tenant agree that the Rent set forth in Section 4 is intended to include any possessor interest tax assessed against Tenant, if applicable. In the event Tenant is assessed a possessor interest tax because of this Lease, Tenant shall submit such tax bill or assessment to Landlord within 3 business days of receipt by Tenant. Any failure by Tenant to submit a possessor interest tax bill or related notices to Landlord less than 3 business days before, or at any time after, the deadline to pay such taxes which results in a late payment penalty shall be the sole responsibility of Tenant. Tenant shall pay any personal property taxes that may become due for equipment, fixtures, inventory, or other personal property installed, maintained, or present in the Property. Tenant's failure to pay Landlord for any late payment penalties within 45 days of Landlord's written notice to Tenant of such penalty shall constitute a breach of this Lease under Section 20.

15. Assignment and Subletting. Tenant shall not assign or encumber this Lease or any interest therein or sublet the Property or any portion thereof either voluntarily or by operation of law without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, delayed or denied. Consent to one assignment, subletting, or use by any person other than Tenant shall not be deemed to be consent to a subsequent assignment, subletting, or use by any other person. In considering whether or not to grant such consent, Landlord may consider, among other things, the proposed tenant's character, credit, and professional standing.

16. Entry by Landlord. Except for emergencies such as fire, water intrusion and the like which may be at any time, Landlord and its agents shall have the right to enter the Property at reasonable times to inspect and examine the same and to make such repairs to the Property as the Landlord shall deem advisable, and to show the Property to prospective tenants, buyers or lenders.

17. Indemnification.

a. Waiver of Claims. To the extent permitted by law, Tenant waives all claims against Landlord for damage to person or property arising for any reason. Tenant assumes all such risks for Tenant and any employees, licensees, invitees, agents, or contractors.

b. General Indemnity. Tenant agrees, as an independent obligation, separate from any of its promises or covenants in this Lease, to indemnify, defend (with counsel selected by Landlord at Tenant's expense), protect and hold harmless Landlord, its employees, agents, officers, legal counsel, assigns, any successor or successors to Landlord's interest in the Property and any future owners of the Property to whom this Lease is assigned (hereinafter collectively referred to as the "**Indemnitees**") from and against all claims, actual damages (including but not limited to special and consequential damages), punitive damages, injuries, costs, response costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties and expenses arising out of any damage to any person or property occurring in, on, or about the Property, except for any acts of willful misconduct by Landlord. Tenant's obligation under this paragraph to indemnify and hold the Indemnitees harmless shall be limited to the sum that exceeds the amount of insurance proceeds, if any, received by the party being indemnified.

18. Insurance.

a. Liability Insurance. Tenant shall carry, during the term hereof, commercial general liability and property damage insurance with a single combined liability limit of not less than \$1 million per occurrence, \$2 million in aggregate, property damage limits of not less than \$1 million insuring against all liability of Tenant and its authorized representatives arising out of and in connection with Tenant's use and occupancy of the Property, and statutory worker's compensation Insurance for any employees. Landlord shall be endorsed as an additional insured on each such policy. Landlord shall be entitled to additional coverage or higher limits maintained by Tenant than those included herein. Tenant shall provide proof of such insurance in the form of a certificate of insurance and shall provide copies of all endorsements on or before the Commencement Date of this Lease.

b. Waiver of Subrogation. The parties release each other, and their respective authorized representatives, from any claims (for damage to any person or to the Property and/or the building in which the Property are located, and to the fixtures, personal property, Tenant's improvements, and alterations of either Landlord or Tenant in or on the Property and/or the building in which the Property are located) that are caused by or result from risks which are insured against under any insurance policies carried by the parties and in force at the time of any such damage and to the full extent of any proceeds paid under said policies.

19. Destruction of Property.

a. Destruction. If, during the Term of this Lease, the Property or the Building and other improvements in which the Property are located are totally or partially destroyed, rendering the Property totally or partially inaccessible or unusable, either party can elect to terminate this Lease by giving notice to the other party.

b. Waiver of Civil Code Sections. Tenant waives the provisions of California Civil Code Section 1932(2) and California Civil Code Section 1933(4) with respect to any destruction of the Property.

20. Default and Landlord's Remedies.

a. Default. The occurrence of any of the following shall constitute a default by Tenant:

(1) Tenant shall fail to pay any rent when due or any other monetary sum payable under this Lease within 5 days after written notice from Landlord.

(2) Tenant shall fail to observe, keep or perform any of the other terms, covenants, agreements or conditions contained in this Lease and such default continues for a period of fifteen (15) days after written notice by Landlord specifying the nature of the default with reasonable particularity, unless the nature of the default is such that more than fifteen (15) days is required to cure it and Tenant commences to cure it within such fifteen (15) -day period and thereafter diligently pursues it to completion.

(3) Tenant shall become bankrupt or insolvent or make a transfer in fraud of creditors, or make an assignment for the benefit of creditors, or take or have taken against Tenant any proceedings of any kind under any provision of the Federal Bankruptcy Act or under any other insolvency, bankruptcy or reorganization act and, in the event any such proceedings are involuntary, Tenant is not discharged from the same within thirty (30) days thereafter.

(4) A receiver is appointed for a substantial part of the assets of Tenant, and such receivership is not released within thirty (30) days.

(5) The abandonment of the Property by Tenant, or the vacation (hereby defined to be ten (10) or more consecutive days of continual absence from the Property) of the Property by Tenant.

(6) This Lease or any estate of Tenant hereunder shall be levied upon by any attachment or execution and such levy is not released within thirty (30) days.

Notices given under this section shall specify the alleged default and the applicable Lease provisions, and shall demand that Tenant perform the provisions of this Lease or pay the rent that is in arrears, as the case may be, within the applicable period of time, or quit the Property.

b. Landlord's Remedies. If any default by Tenant shall occur, and following notice of default as required by this Lease (for the period applicable to the default under the applicable provision of this Lease), Landlord shall have the following remedies in addition to all other rights and remedies provided by law or equity, to which Landlord may resort cumulatively or in the alternative.

(1) Landlord shall have the immediate option to terminate this Lease and all rights of Tenant hereunder by giving written notice of such intention to terminate. In the event that Landlord shall so elect to terminate this Lease, then Landlord may recover from Tenant:

(a) The worth at the time of award of any unpaid rent which had been earned at the time of such termination; plus

(b) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss Tenant proves could have been reasonably avoided; plus

(c) The worth at the time of award of the amount by which the unpaid rent for the balance of the Term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; plus

(d) Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom; and

(e) At Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable law.

As used in Subparagraphs (a) and (b) above of this section, the “worth at the time of award” is computed by allowing interest at the maximum rate an individual is permitted by law to charge. As used in subparagraph (c) above, the “worth at the time of award” is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

(2) In the event of the vacation or abandonment of the Property by Tenant, or in the event that Landlord shall elect to reenter as provided herein or shall take possession of the Property pursuant to legal proceeding or pursuant to any notice provided by law, then Landlord shall have the remedy specified by Civil Code Section 1951.4, in which Landlord may from time to time recover all rental as it becomes due or relet the Property or any part thereof for the account of Tenant on such term or terms and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable, with the right to make alterations and repairs to the Property. In the event that Landlord shall elect so to relet, then rentals received by Landlord from such reletting shall be applied first, to the payment of any indebtedness, other than rent due hereunder, owed by Tenant to Landlord; second, to the payment of any cost (including commissions) of such reletting; third, to the payment of the cost of any alterations and repairs to the Property; fourth, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. Should that portion of such rentals received from such reletting during any month, which is applied to the payment of rent hereunder, be less than the rent payable during that month by Tenant hereunder, then Tenant shall pay such deficiency to Landlord upon demand. Tenant shall also pay to Landlord, as soon as ascertained, any and all costs and expenses incurred by Landlord in such reletting or in making such alterations and repairs not covered by the rentals received from such reletting.

(3) No reentry or taking possession of the Property by Landlord pursuant to this section shall be construed as an election to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction.

21. Signs. Landlord agrees that Tenant may provide signs on the building, subject to the City’s sign ordinance criteria and the Rules and Regulations attached as Exhibit B to this Lease.

22. Parking. Tenant shall have the nonexclusive use, in common with Landlord, of the parking area owned by Landlord at and around the Property. Should any damages to the Property, the parking area, and/or the vehicles of Tenant or their invitees/licensees/employees be occasioned by the invitees, licensees, tradesmen, or customers of Tenant, such damage shall be repaired at Tenant’s sole cost and expense. It is expressly understood and agreed the Tenant’s right to the use of said parking area shall be subject to the Rules and Regulations, and Landlord reserves the right to establish and enforce other rules with respect to the use thereof, and Tenant agrees to abide by and conform to the same, as revised from time-to-time.

23. Estoppel Certificate. Tenant shall execute and deliver to Landlord within ten (10) days of request a commercially reasonable estoppel statement. Landlord and Tenant intend that any estoppel statement delivered pursuant to this Section may be relied upon by any mortgagee,

beneficiary, purchaser or prospective purchaser of the building or any interest therein and failure to execute and return such estoppel shall be a material breach of the Lease.

24. Eminent Domain. In case the whole of the Property, or such part thereof that substantially interferes with the reasonable use of the Property as commercial space, shall be taken for any public or quasi-public purpose by any lawful power or authority by exercise of the right of appropriation, condemnation or eminent domain, or sold to prevent such taking, either party shall have the right to terminate this Lease effective as of the date possession is required to be surrendered to said authority. Tenant shall not assert any claim against Landlord or the taking authority for any compensation because of such taking and Landlord shall be entitled to receive the entire amount of any award without deduction for any estate or interest of Tenant. In the event the amount of property or the type of estate taken shall not substantially interfere with the reasonable use of the Property as office space, Landlord shall be entitled to the entire amount of the award without deduction for any estate or interest of Tenant. If there is no substantial interference or if there is substantial interference, but neither party elects to terminate, Landlord shall promptly proceed to restore the Property to substantially the same condition as the Property existed prior to such partial taking, to the extent possible by application of the condemnation proceeds only, and a proportionate allowance shall be made to Tenant for the rent corresponding to the time during which, and to the part of the Property of which Tenant shall be so deprived on account of such taking and restoration. Nothing contained in this Section shall be deemed to give Landlord any interest in any award made to Tenant for the taking of personal property and fixtures belonging to Tenant. Each party waives the provisions of California Code of Civil Procedure Section 1265.130 allowing either party to petition the Superior Court to terminate this Lease in the event of a partial taking of the Property.

25. Brokers. Tenant and Landlord each represent and warrant to each other that no broker has represented either of them or is otherwise entitled to a commission or fee in connection with the transactions contemplated in this Lease. Each party hereby indemnifies, defends and holds the other party harmless from all loss, cost and expense (including reasonable attorneys' fees) arising out of a breach of its representation set forth in this Paragraph 24. The provisions of this Paragraph 24 shall survive the termination of the Lease. This paragraph 24 is for the benefit of Landlord and Tenant only and is not intended to give any third person any right of subrogation or action over or against any party to this Lease.

26. Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Lease, the prevailing party shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of suit.

27. Notices. Any notice required or permitted to be given hereunder may be given by personal delivery or by United States certified mail, postage prepaid, addressed to Tenant at the Property and to Landlord at 650 N. La Cadena Drive, Colton, CA 92324, Attention City Manager, or at such other address as the Landlord shall designate in writing.

28. Waiver; Accord and Satisfaction. No delay or omission in the exercise of any right or remedy of Landlord on any default by Tenant shall impair such right or be construed as a waiver. The receipt and acceptance by Landlord of delinquent rent shall not constitute a waiver of any other default; it shall constitute only a waiver of timely payment for the particular rent payment

involved. No payment by Tenant or receipt by Landlord of a lesser amount than the rent payment herein stipulated shall be deemed to be other than on account of the rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided in this Lease.

29. Time is of the Essence. Time is of the essence of this Lease as to the performance of all terms, covenants, and conditions stated herein.

30. Successors and Assigns. Except as otherwise provided herein, all of the terms and conditions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. In the event of any transfer, assignment or other conveyance or transfers of any such title or tenant, Landlord herein named (and in case of any subsequent transfers or conveyances, the then grantor) shall be automatically freed and relieved from and after the date of such transfer. Landlord may transfer its interest in the Property without the consent of Tenant and such transfer or subsequent transfer shall not be deemed a violation on Landlord's part of any of the terms and conditions of this Lease.

31. Titles and Definitions. The titles of paragraphs herein are for identification only. They shall not be considered to be a part of this Lease and shall have no effect upon the construction or interpretation thereof. The word "Landlord" and "Tenant" as used in this Lease shall include both singular, plural, masculine, feminine, and neuter as the context shall require.

32. Entire Agreement/Amendment. This Lease contains the entire agreement of the parties and supersedes all prior negotiations, drafts, and other understandings which the parties may have concerning the subject matter hereof. This Lease may not be modified except by written instrument duly executed by the parties hereto or their successors in interest.

33. Choice of Laws; Interpretation. This Lease shall be governed by and construed pursuant to the laws of the State of California. The provisions of this Lease shall be construed in accordance with the fair meaning of the language used and shall not be strictly construed against either party.

34. Authority. Each of the persons executing this Lease on behalf of Tenant warrants and represents that Tenant is a duly organized and validly existing entity, that Tenant has full right and authority to enter into this Lease and that the persons signing on behalf of Tenant are authorized to do so and have the power to bind Tenant to this Lease. Tenant shall provide Landlord upon request with evidence reasonably satisfactory to Landlord confirming the foregoing representations.

35. No Merger. The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of Landlord, operate as an assignment to it of any or all subleases or subtenancies.

36. City Manager Implementation. Landlord shall implement this Lease through the City Manager of the City of Colton ("City Manager"). The City Manager is hereby authorized by Landlord to enter into agreements referenced in this Lease or reasonably required to implement this Lease on behalf of Landlord, issue approvals, interpretations or waivers and enter into

amendments to this Lease on behalf of Landlord, to the extent that any such action(s) does/do not increase the monetary obligations of Landlord by more than Fifty Thousand Dollars (\$50,000) in the aggregate. All other actions shall require the consideration and approval of Landlord, unless expressly provided otherwise by action of Landlord. Nothing in this Section 36 shall restrict the submission to Landlord of any matter within the City Manager's authority under this Section 36, in the City Manager's sole and absolute discretion, to obtain Landlord's authorization on such matter. The specific intent of this Section 36 is to authorize certain actions on behalf of Landlord by the City Manager, but not to require that such actions be taken by the City Manager, without consideration by Landlord.

[Signatures on following page]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease on the day and year set forth below.

TENANT:

EDWARD BERKI, DBA Pacific Ocean Drive 3315 LLC

By: 
Edward Berki

Approved as to form:

By: _____
General Counsel

LANDLORD:

CITY OF COLTON, a California Municipal Corporation

By: _____
William R. Smith
City Manager

ATTEST:

By: _____
Carolina R. Padilla
City Clerk

Approved as to form:

BEST BEST & KRIEGER, LLP

By: _____
City Attorney

EXHIBIT A
AERIAL OF PROPERTY

Aerial Site Map of Subject Parcels

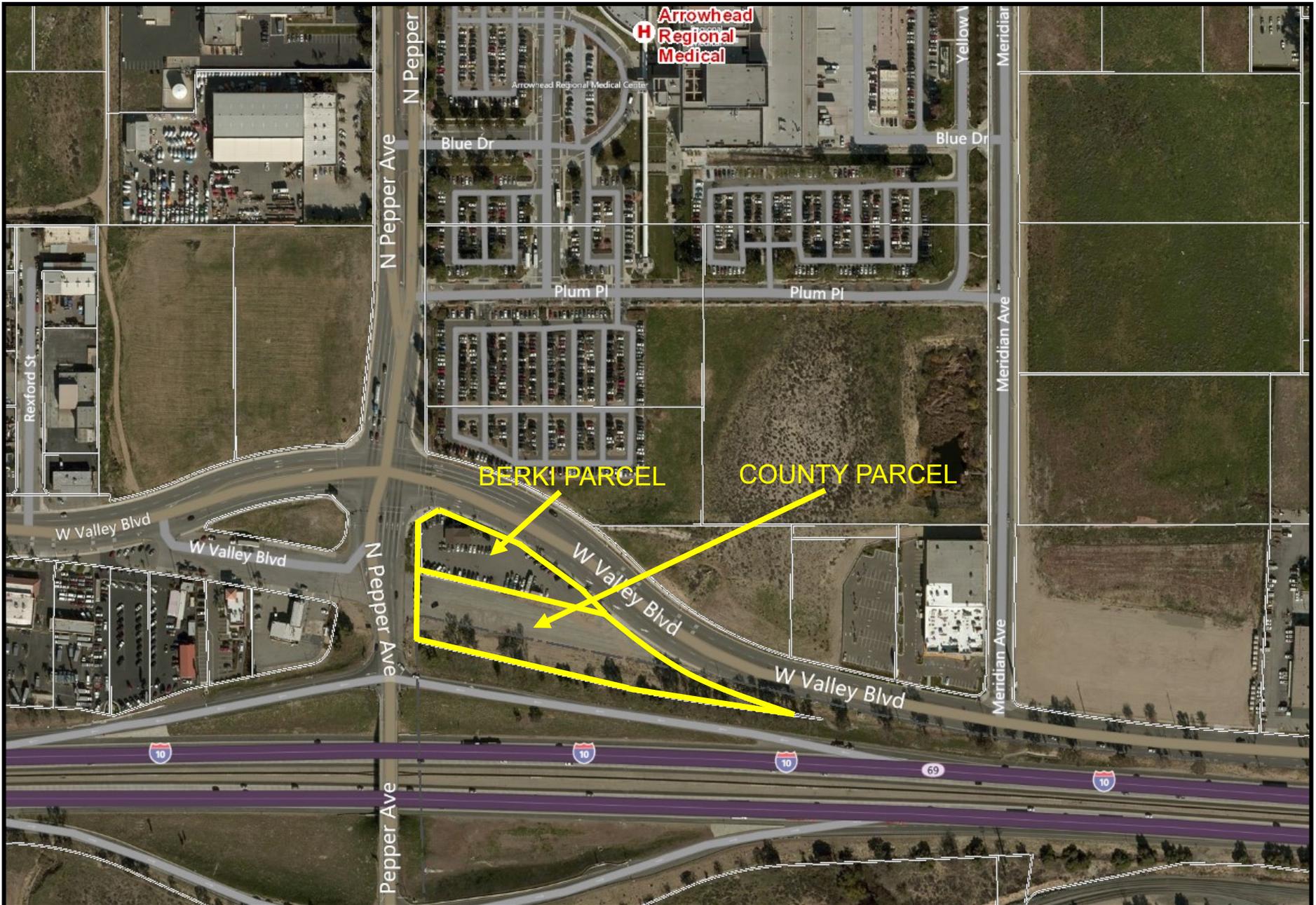


EXHIBIT B

RULES AND REGULATIONS

1. These Rules and Regulations are referred to in and hereby incorporated into the Lease attached hereto and all defined terms are set forth therein.

2. Sidewalks, halls, passageways, exits, entrances, elevators, escalators and stairways shall not be obstructed by Tenant or used by Tenant for any purpose (including consumption of tobacco or alcoholic products) other than for entry and exit from the Property. Neither Tenant nor any employee or invitee of Tenant shall go upon the terraces or roof(s) of the Building, except as authorized by Landlord, and only when accompanied by a Landlord representative or Building engineer.

3. No sign, placard, picture, name, advertisement or notice visible from the exterior of the Property shall be inscribed, painted, affixed, installed or otherwise displayed by Tenant without the prior written consent of Landlord, and, absent such consent, Landlord shall have the right to remove any such sign, placard, picture, name, advertisement or notice without notice to, and at the expense of, Tenant.

4. (a) Landlord reserves the right to control access to the Building at all times. Tenant shall be responsible for all persons for whom it requests access and shall be liable to Landlord for all acts of such persons.

(b) Landlord shall in no event be liable for damages for error with regard to the admission to, or the exclusion from, the Building of any person.

5. Tenant shall not necessitate any unreasonable labor by reason of Tenant's carelessness in the preservation of good order and cleanliness of the Property. Landlord shall in no way be liable for any loss of property on the Property, however occurring, or for any damage done to the effects of Tenant by the janitor or any other employee or any other person.

6. Upon daily departure by Tenant and its employees from the Property, Tenant shall cause:

(a) the doors of the Property to be closed and securely locked, and any security system set for night/"alert" mode;

(b) all water faucets and apparatus, heating and air conditioning, and, to the extent practicable, devices using other resources, to be shut off so as to prevent waste or damage.

7. (a) Tenant shall not waste electricity, water or any other resource, or heating or air-conditioning, and shall cooperate fully with Landlord to assure the most effective operation of the Building's heating, ventilating and air-conditioning system.

(b) No heating or air-conditioning unit or other similar apparatus shall be installed by Tenant without the prior written consent of Landlord.

8. Tenant shall not alter any lock or access device or install any new or additional lock or access device or any bolt on any door of the Property without the prior written consent of Landlord. In any event, Tenant shall in each case furnish Landlord with a key for any such lock or device.

9. Tenant shall not make or have made copies of any keys or key cards furnished by Landlord. Tenant, upon termination of its tenancy, shall deliver to Landlord all keys and key cards so furnished. In the event of the loss of any of same, Tenant shall pay Landlord the cost thereof or the cost of changing the subject lock(s) or access device(s) if Landlord shall deem it necessary to make such change.

10. The toilet rooms, toilets, urinals, wash bowls, plumbing fixtures and other apparatus shall not be used for any purpose other than that for which they are constructed, and no foreign substance of any kind whatsoever shall be thrown therein. Any loss, cost or expense relating to any breakage, stoppage or damage resulting from any violation of this rule shall be borne by Tenant.

11. Tenant shall not use or keep in the Property or the Building any kerosene, gasoline or inflammable or combustible fluid or material other than limited quantities necessary for the operation or maintenance of office equipment.

12. Tenant shall not use or keep, or permit to be used or kept, in or on the Property any foul or noxious gas or substance, nor shall any animals or birds be brought to or kept in or on the Property.

13. No cooking shall be done or permitted by Tenant on the Property (except that private, noncommercial use by Tenant and its employees of Underwriters' Laboratory approved equipment for the preparation of coffee, tea, hot chocolate and similar beverages, and for the heating of foods, shall be permitted, provided that such equipment and use is in accordance with all applicable federal, state and city laws, codes, ordinances, rules and regulations), nor shall Tenant use or permit any open flames, candles or halogen lamps in the Property. Any food brought into the Building on week-ends shall be cleaned up and properly disposed of by Tenant. The Property shall not be used for lodging or sleeping purposes. If any portion of the Property becomes infested with vermin, Tenant, at its sole cost and expense, shall cause such portion of the Property to be exterminated by exterminators satisfactory to Landlord.

14. Except with the prior written consent of Landlord, Tenant shall not sell, or permit the sale, of newspapers, magazines, periodicals, theatre tickets, liquor or tobacco or any other goods or merchandise in or on the Property, nor shall Tenant carry on, or permit any employee or other person to carry on, the business of stenography, typewriting or any similar business in or on the Property for the service or accommodation of others, nor shall the Property be used for storage of merchandise (except for such storage incidental to the permitted use of the Property) or for manufacturing of any kind or for the business of a public barber shop, beauty parlor or employment

bureau, nor shall the Property be used for any improper, immoral or objectionable purpose. No auction shall be held on the Property.

15. Tenant shall notify in advance Landlord of any extraordinary demands for electrical power. Tenant shall not overload the electrical system.

16. Landlord shall direct electricians as to where and how telephone, telegraph and electrical wires are to be introduced or installed. No boring or cutting for wires shall be allowed without the prior written consent of Landlord. The location of burglar alarms, telephones, call boxes and other office equipment affixed to the Property shall be subject to the prior written consent of Landlord.

17. Tenant shall not install any radio or television antenna, loudspeaker or other device on the exterior walls or roof of the Building. Tenant shall not interfere with radio or television broadcasting or reception from or in the Building or elsewhere.

18. Tenant shall not lay linoleum, tile, carpet or any other floor covering so that same shall be affixed to the floor of the Property in any manner except as approved in advance in writing by Landlord. Any loss, cost or expense relating to any damage resulting from any violation of this rule or the removal of any floor covering shall be borne by Tenant.

19. (a) Tenant shall not place a load upon any floor of the Property which exceeds the load per square foot which such floor was designed to carry and which is allowed by law. Landlord shall have the right to prescribe the weight, size and position of all safes, furniture or other heavy equipment brought into the building. Safes or other heavy objects shall, if considered necessary by Landlord, stand over steel bracing or on wood strips of such thickness as determined by Landlord to properly distribute the weight thereof. Landlord shall not be responsible for loss of or damage to any such safes or other heavy objects from any cause, and all damage done to the building by moving or maintaining any of same shall be repaired at the expense of Tenant.

(b) If Tenant's Property are furnished, all furniture shall be provided by or through Landlord, and shall not be removed at any time during the Lease term. Furniture shall not be moved from or between the facilities, office suites or other rooms except by Landlord or its agents.

20. Tenant shall not mark, or drive nails or screw or drill into, the partitions, ceilings or floors of the building, or in any way deface them. No doors or partitions may be removed by Tenant; requests for removal shall be addressed to Landlord.

21. Tenant shall not install, maintain or operate on the Property any vending machine without the prior written consent of Landlord.

22. There shall not be used in the Building any hand trucks except those equipped with rubber tires and side guards or any other material handling equipment except as approved in advance in writing by Landlord.

23. Tenant shall store all of its trash and garbage within the interior of the office suite. No material shall be placed in trash boxes or receptacles if such material is of such a nature that it

may not be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage and without violation of any law or ordinance governing such removal and disposal.

24. Canvassing, soliciting, distribution of handbills or any other written material, and peddling in the Building are prohibited, and Tenant shall cooperate to prevent same. No auction, garage sale, car wash, bake sale, public gathering or parties shall be held in the Property or the parking area without prior consent by Landlord.

25. Landlord shall have the right, exercisable without notice and without liability to Tenant, to change the name and address of the Building.

26. Landlord reserves the right to exclude or to expel from the Building any person who, in Landlord's judgment, is intoxicated or under the influence of liquor or drugs or who is in violation of any of these Rules and Regulations.

27. Tenant shall comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.

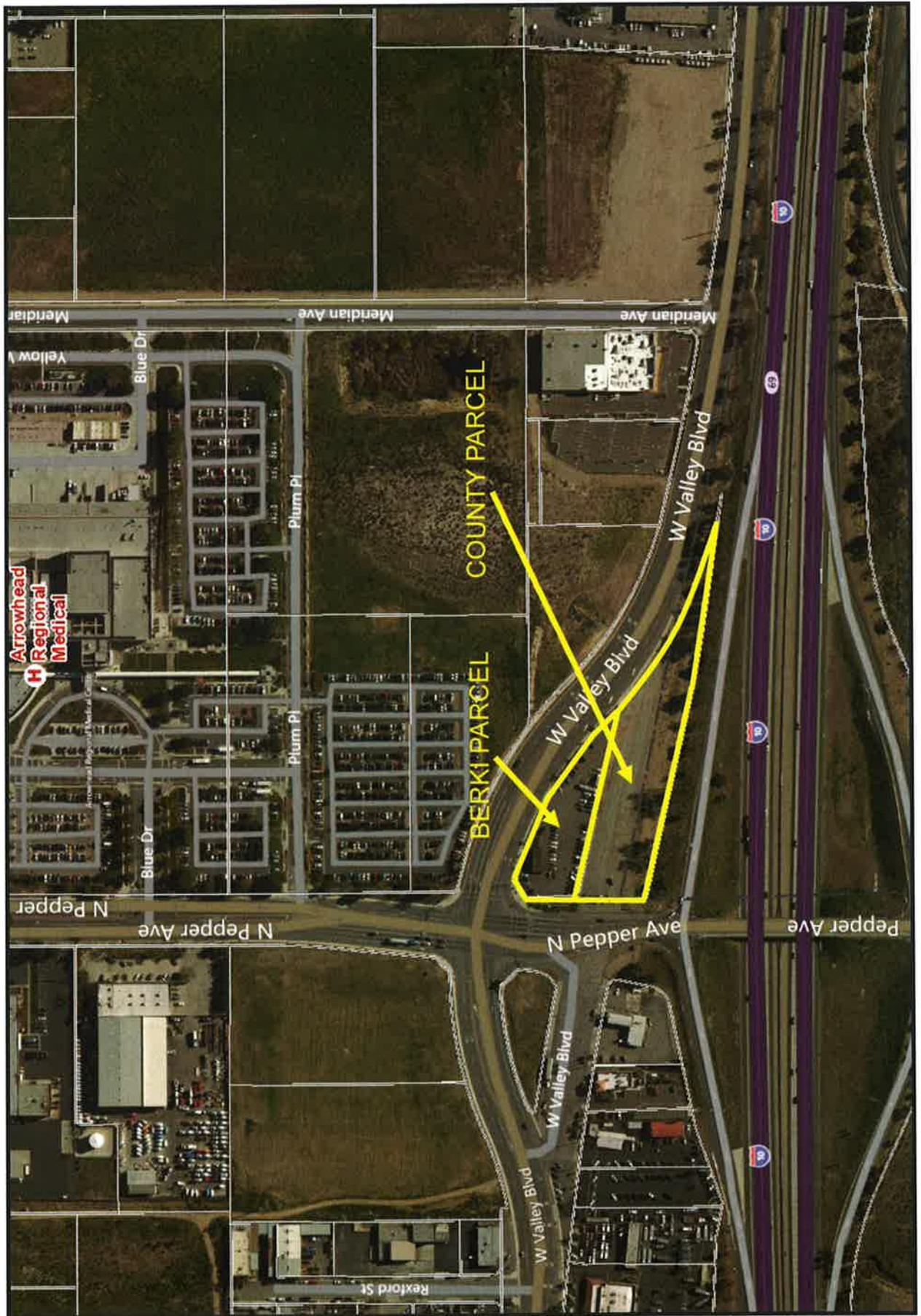
28. Tenant assumes any and all responsibility for protecting the Property from theft, robbery and pilferage by taking necessary steps including, but not limited to, keeping doors locked and other means of entry to the Property closed.

29. Tenant shall cause its employees, agents, clients, customers, invitees and guests to comply with these Rules and Regulations, and make sure that they are aware of each and every one of them.

ATTACHMENT B

Aerial Site Map of Subject Parcels

Aerial Site Map of Subject Parcels



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STAFF REPORT

ITEM NO. 8

DATE: NOVEMBER 15, 2016
TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
FROM: BILL SMITH, CITY MANAGER
PREPARED BY: DAVID X KOLK, UTILITY DIRECTOR
SUBJECT: CRITERION AUTOMATION SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR SCADA SERVICES

RECOMMENDED ACTION

Staff recommends that the City Council approve a second amendment to the City's existing Professional Services Agreement with Criterion Automation in an additional amount not to exceed \$50,000 for ongoing Water and Wastewater Supervisory Control and Data Acquisition (SCADA) System maintenance, retrofit and upgrade services, with the total aggregate amount not to exceed \$77,000 and authorize City Manager to execute the contract documents.

BACKGROUND

SCADA refers to a system that collects data from various sensors at remote locations and then sends the data to a central computer, which then manages and controls the data. The City of Colton's Water Division SCADA System controls and manages reservoir levels, operational status, water quality flows, water system pressures, and alarm conditions; and for the Wastewater Division the SCADA System monitors and controls the operating equipment and lift stations for the Wastewater Treatment Plant.

ISSUES/ANALYSIS

With advancements in technology, the equipment installed at each of the City's pump stations and monitoring lift stations requires continued maintenance as well as upgrades and/or replacement as needed. Modernization of the City's existing SCADA System improves the efficiency of the utility in operations, maintenance, and management of both water production and distribution as well as the wastewater treatment plant, process control hardware and support for sewage lift stations and process control hardware and support for oxidation, aerobic and anaerobic treatment systems.

Criterion Automation has been the City's choice for SCADA integration since 2001. During this time they have maintained, retrofitted and repaired the City's SCADA infrastructure for the Water Division, Wastewater Division, Collections Division and the splash pad at Veterans Park. Criterion Automation understands the needs of the City and has worked side by side with City staff on all projects.

On August 10, 2016, the City entered into a Professional Services Agreement with Criterion Automation for an amount not to exceed \$25,000, pursuant to the City Manager's authority under CMC Section 3.08.070(A). Thereafter, additional SCADA services were needed, which increased costs beyond the original \$25,000 limit in the Agreement.

As such, on September 6, 2016, City Council approved the First Amendment to the existing Professional Services Agreement with Criterion Automation for an amount not to exceed \$2,000, with an aggregate amount not to exceed \$27,000. Since that time, Criterion has performed SCADA services to the City's satisfaction.

Additional SCADA services are now needed, which will require a Second Amendment to the City's Professional Service Agreement with Criterion Automation for an additional amount not to exceed \$50,000, with the total aggregate amount not to exceed \$77,000. The City's Purchasing Policy for Professional Services (CMC Section 3.08.070(G)) states the City Manager shall not award a subsequent contract to the same individual or entity for the same or similar services, or amend, extend or renew such a contract, without City Council approval, when the award, amendment, extension or renewal will result in the City paying an aggregate amount of more than twenty-five thousand dollars (\$25,000) to the individual entity in any given fiscal year. Therefore, Council action is needed for this Second Amendment.

Further, while informal bidding would normally be required for this Second Amendment since it would result in an aggregate amount exceeding \$25,000, the City Manager could determine under CMC Section 3.08.140(E) that it is in the best interest of the City and its administrative operations to dispense with informal bidding for this Second Amendment. This is because a portion of the SCADA work has already been completed satisfactorily by Criterion. The remaining work is ongoing and time-sensitive and were the City to contract with another service provider, valuable time would be lost and there would also likely be a cost increase for the additional services, due to the effort required for a new service provider to mobilize and become familiar with the City's SCADA System, including those upgrades already made by Criterion. Since Criterion would be providing services that merely follow on to what it is already performing for the City, time and cost savings would be realized by the City.

City staff respectfully requests that City Council approve a second amendment to the Professional Services Agreement with Criterion Automation in an additional amount not to exceed \$50,000 for the Water and Wastewater SCADA System services on an as needed basis. Amending the agreement will increase the contract by \$50,000, for a total aggregate of \$77,000. Sufficient funds have been budgeted in the following Water and Wastewater Accounts: 521-8100-8101-2350 and 522-8200-8200-2350.

FISCAL IMPACTS

The Supervisory Control and Data Acquisition (SCADA) are used by both Water and Wastewater Divisions, but they are paid for out of two different division funds. Funds in the amount of \$20,000 are budgeted and available in the Water Account No. 521-8100-8101-2350, and funds in the amount of \$30,000 budgeted and available in the Wastewater Account No. 522-8200-8200-2350.

ENVIRONMENTAL IMPACT

None

ALTERNATIVES

1. Provide alternative direction to staff.

ATTACHMENTS

1. Second Amendment to Professional Services Agreement

**SECOND AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

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

1. PARTIES AND DATE.

This Second Amendment to the Professional Services Agreement (“Second Amendment”) is made and entered into this 15th day of November, 2016 by and between the City of Colton (“City”) and **Criterion Automation** (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Second Amendment.

2. RECITALS.

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

2.2 Amendment. City and Consultant entered into a first amendment to the Agreement (“First Amendment”) first time to: (1) increase the total amount of compensation for the additional Wireless I/O Radios and Installation System Services for Veterans Park Splash Pad in an amount not to exceed **\$2,000**.

2.3 Amendment. City and Consultant desire to amend the Agreement for the second time (“Second Amendment”) to increase the total amount of compensation for the continued maintenance as well as some upgrades and/or replacement as needed in an amount not to exceed **\$50,000**, with the total aggregate not to exceed \$77,000.

24 Project: Colton Utility Authority

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

3. TERMS.

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

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

"3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Seventy-Seven Thousand Dollars and Zero Cents (\$77,000)**, without written approval of the City Council. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement."

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF COLTON

By: _____
William R. Smith
City Manager

Attest: _____
Carolina R. Padilla
City Clerk

Recommended for Approval:

Executive Director
Colton Utility Authority

CRITERION AUTOMATION, INC.

By: _____
Signature

By: _____
Signature

Name (Print)

Name (Print)

Title (Print)

Title (Print)

EXHIBIT "A"
SCOPE OF SERVICES

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

Water Department: \$20,000

Sewer Department: \$30,000

EXHIBIT “C”
COMPENSATION

SCADA System Maintenance, retrofits and upgrade services

The total amount for the SCADA System Maintenance Services provided under this Agreement shall not exceed **Seventy-Seven Thousand Dollars and Zero Cents (\$77,000)** through June 30, 2017.



STAFF REPORT

DATE: NOVEMBER 15, 2016
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
 FROM: BILL SMITH, CITY MANAGER
 PREPARED BY: DAVID X. KOLK, Ph.D., UTILITIES DIRECTOR
 SUBJECT: APPROVE PURCHASE OF TWO ELECTRIC VEHICLES

RECOMMENDED ACTION

It is recommended that the Colton City Council waive the formal bidding process and authorize the City of Colton to piggyback on the State of California's bid award for the purchase of two new Nissan Leaf Electric vehicles from Wondries Fleet Group, in the amount of \$48,209.18 in accordance with Colton Municipal Code 3.08.140(c).

BACKGROUND

The City of Colton has budgeted two electric vehicles (EVs) in the FY 16/17 Expense Budget for the Development Services and Community Services Departments.

The City applied for California's Public Fleet Pilot Project Rebate by the Air Resources Board which reserved \$10,000 per vehicle for the purchase of Electric Vehicle Nissan Leafs. The Air Resources Board approved the \$20,000 to be reimbursed once the City purchases the vehicles.

ISSUES/ANALYSIS

The City of Colton recognizes that one of the most effective ways of reducing greenhouse gas emissions in the City of Colton is to purchase electric vehicles for fleet. For every gallon of gasoline used an estimated 24 pounds of carbon dioxide and other global warming gases are emitted into the air. The average midsize car has a 16 gallon tank. This equals 384 pounds of global warming gases every time that vehicle fills up. Filling up once a week for an entire year produces 19,968 pounds of greenhouse gas emissions.

Colton Municipal Code, Title 3, Chapter 3.08.140, Section (c), *Competitive Bidding Already Completed*: allows the competitive bidding requirements to be waived when the authorized contracting party determines that a competitive bid procedure has been conducted by another public agency (e.g. through CMAS or GSA) and the price to the City is equal or better than the price to that public agency.

The State of California recently conducted a competitive bid process for the purchase of new Nissan Leaf EVs and awarded a contract to Wondries Fleet Group on February 22, 2016. The terms of the award allow other public agencies to piggyback. Since this contract was competitively bid and awarded by another public agency, and since the price is equal to or better than the price offered to the public, the competitive bidding requirements of Colton Municipal Code have been met,

FISCAL IMPACT

Sufficient funds are budgeted and available for fleet purchases in the FY2016-17 budget in account number 100-1000-1000-4910.

ALTERNATIVES

1. Provide alternative direction to staff.

ATTACHMENTS

1. Quotation from Wondries Fleet Group.

Prepared By:
Administrator
Your Dealership Name Here

2016 Nissan LEAF

• VEHICLE REPORT 2016 Nissan LEAF 17316 4dr Hatchback S

PRICING SUMMARY

Price Component

Base Price

Total Options

Vehicle Subtotal

Advert/Adjustments

Destination Charge

TOTAL VEHICLE PRICE

Customer Signature / Date

Dealer Signature / Date

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October 19, 2016

2016 Nissan LEAF

• VEHICLE REPORT

2016 Nissan LEAF 17318 4dr Hatchback S

STANDARD EQUIPMENT

Powertrain

- 107hp engine
- Recommended fuel : electric
- Emissions Type: ZEV
- 1 speed automatic transmission
- Front-wheel drive
- Fuel Economy City: 126mpg
- Fuel Economy Highway: 101mpg

Suspension/Handling

- Front independent strut suspension with anti-roll bar, gas-pressurized shocks
- Rear semi-independent torsion beam suspension with anti-roll bar, gas-pressurized shocks
- Speed-sensing electric power-assist rack-pinion steering
- Front and rear 16" x 6" steel wheels with full wheel covers
- P205/55HR16.0 BSW AS front and rear tires

Body Exterior

- 4 doors
- Driver and passenger power remote door mirrors
- Body-colored door mirrors
- Rear lip spoiler
- Body-colored bumpers
- Clearcoat paint

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October 19, 2016

2016 Nissan LEAF

• VEHICLE REPORT

2016 Nissan LEAF 17316/4dr Hatchback S

STANDARD EQUIPMENT

Convenience

- Automatic air conditioning with air filter
- Cruise control with steering wheel controls
- Power windows
- Driver 1-touch down
- Driver 1-touch up
- Remote power door locks with 2 stage unlock and illuminated entry
- Manual tilt steering wheel
- Day-night rearview mirror
- Wireless phone connectivity
- 1 1st row LCD monitor
- Front and rear cupholders
- Dual visor vanity mirrors
- Full floor console
- Covered floor storage

Seats and Trim

- Seating capacity of 5
- Front bucket seats
- 6-way driver seat adjustment
- Manual height adjustable driver seat
- 4-way passenger seat adjustment

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October 19, 2016

• VEHICLE REPORT

2016 Nissan LEAF 17316 4dr Hatchback S

STANDARD EQUIPMENT

Seats and Trim (Continued)

- *Center front armrest*
- *Heated front seats*
- *60-40 folding rear bench seat*
- *Cloth seat upholstery*
- *Metal-look gear shift knob*
- *Carpet front and rear floor mats*

Entertainment Features

- *SiriusXM AM/FM/Satellite radio*
- *Single CD player*
- *MP3 decoder*
- *External memory control*
- *Steering wheel mounted radio controls*
- *4 speakers*
- *Integrated roof antenna*

Lighting, Visibility and Instrumentation

- *Halogen aero-composite headlights*
- *Auto off headlights*
- *Variable intermittent front windshield wipers*
- *Fixed interval rear windshield wiper*
- *Rear window defroster*

2016 Nissan LEAF

• VEHICLE REPORT

2016 Nissan LEAF 17316 4dr Hatchback S

STANDARD EQUIPMENT

Lighting, Visibility and Instrumentation (Continued)

- *Light tinted windows*
- *Front reading lights*
- *Outside temperature display*
- *Low tire pressure warning*
- *Trip computer*
- *Trip odometer*
- *Rear camera*

Safety and Security

- *4-wheel ABS brakes*
- *Brake assist*
- *4-wheel disc brakes*
- *Electronic stability*
- *ABS traction control*
- *Dual front impact airbag supplemental restraint system*
- *Dual seat mounted side impact airbag supplemental restraint system*
- *Curtain 1st and 2nd row overhead airbag supplemental restraint system*
- *Airbag supplemental restraint system occupancy sensor*
- *Power remote door locks with 2 stage unlock and panic alarm*
- *Security system with immobilizer*
- *Manually adjustable front head restraints with anti-whiplash*

• VEHICLE REPORT

2016 Nissan LEAF 17316 4dr Hatchback S

STANDARD EQUIPMENT

Safety and Security (Continued)

- *Manually adjustable rear head restraints*

Specs and Dimensions

- *Engine horsepower: 107hp @ RPM*
- *Engine torque: 187 lb.-ft. @ RPM*
- *Curb weight: 3,307lbs.*
- *GVWR: 4,431lbs.*
- *Exterior length: 175.0"*
- *Exterior body width: 69.7"*
- *Exterior height: 61.0"*
- *Wheelbase: 106.3"*
- *Front track: 60.6"*
- *Rear track: 60.4"*
- *Turning radius: 17.1'*
- *Min ground clearance: 6.3"*
- *Front legroom: 42.1"*
- *Rear legroom: 33.3"*
- *Front headroom: 41.2"*
- *Rear headroom: 37.3"*
- *Front hiproom: 51.7"*
- *Rear hiproom: 50.0"*

2016 Nissan LEAF

VEHICLE REPORT 2016 Nissan LEAF 17316 4dr Hatchback S

SELECTED MODEL

Code	Description
17316	2016 Nissan LEAF 4dr Hatchback S

SELECTED VEHICLE COLORS

Code	Description
-	Interior: BLACK, CLOTH SEAT TRIM
-	Exterior 1: GLACIER WHITE
-	Exterior 2: No color has been selected.

SELECTED OPTIONS

Code	Description	Class
POWERTRAIN		
STDEN	Engine: 80kW AC Synchronous Motor	STD
STDN	Transmission: Single Speed Reducer	STD
WHEELS & TIRES		
STDTR	Tires: P205/55R16	STD
STDWL	Wheels: 16" Steel w/Covers	STD
SEATS & SEAT TRIM		
STDST	Heated Front Bucket Seats Includes 6-way manual driver and 4-way manual front passenger seats.	STD
STDTM	Cloth Seat Trim	STD
OTHER OPTIONS		
PAINT	Monotone Paint Application	STD
STDRD	Radio: AM/FM/Single In-Dash CD/MP3/WMA Includes CD-ROM playback capability, NissanConnectSM with mobile apps, 5" color display, USB connection port for iPod interface and other compatible devices.	STD

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 October 19, 2016 Page 8

Prepared By:
Administrator
Your Dealership Name Here

2016 Nissan LEAF

• VEHICLE REPORT

2016 Nissan LEAF 17316 Aqr Hatchback S

STANDARD EQUIPMENT

Specs and Dimensions (Continued)

- *Front shoulder room: 54.3"*
- *Rear shoulder room: 52.5"*
- *Passenger volume: 92.4cu.ft.*
- *Approach angle: 16.9 deg*
- *Departure angle: 26.0 deg*
- *Interior cargo volume: 24.0cu.ft.*
- *Interior cargo volume seats folded: 30.0cu.ft.*
- *Interior maximum cargo volume: 30.0cu.ft.*

VEHICLE REPORT 2016 Nissan LEAF 17318 4dr Hatchback S

SELECTED OPTIONS

Code	Description	Class
OTHER OPTIONS (Continued)		
	<i>Bluetooth hands-free phone system, streaming audio via Bluetooth, hands-free text messaging assistant, XM satellite radio and 4-speakers.</i>	
F02	<i>Charger Package 6.6 kW Onboard Charger : Includes 6 kW output.; Quick Charge Port. . GEN code: CH2</i>	OPT
FIO		
L92	<i>Floor Mats & Cargo Area Mat GEN code: FL2</i>	OPT
INTERIOR COLORS FOR PRIMARY W/S		
G	<i>Black</i>	OPT
EXTERIOR COLORS FOR PRIMARY W/S		
QAK	<i>Glacier White</i>	OPT

OPTIONS TOTAL

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 October 19, 2016 Page 9



STAFF REPORT

DATE: NOVEMBER 15, 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: CONTRACT AWARD FOR THE MAINTENANCE SERVICE
 AGREEMENT FOR THE LANDSCAPE LIGHTING
 MAINTENANCE DISTRICT 1 AND 2

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve Resolution No. R-112-16 amending the Fiscal Year 2016/2017 Landscape and Lighting Maintenance Assessment Districts 1 and 2 (LLMD 1 and LLMD 2) to increase the expenditure budget for LLMD 1 in the amount of \$18,118 and to increase the expenditure budget for LLMD 2 in the amount of \$5,534, for a total increase of \$23,652.
2. Approve the award of a Maintenance Service agreement for the Landscape Lighting Maintenance District 1 & 2 (LLMD 1 & 2) to Inland Empire Landscape for the Fiscal Year 2016/2017, at the amount not-to-exceed \$102,652, for the period December 1, 2016 through June 30, 2017, and authorize the City Manager to execute the contract documents.
3. Authorize the City Manager to exercise the renewal option to extend the Agreement for fiscal year 2017/2018, with a monthly cost of \$14,664.53 (\$175,974.36 for the period July 1, 2017 through June 30, 2018) if the City is satisfied with the Contractor's performance.

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 C 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.

On June 18, 2013, the City Council approved the street lighting to be excluded from LLMD 1 and LLMD 2 and be part of the City Wide Service. The common areas are approximately 38% of the total landscaping both Districts.

ISSUES/ANALYSIS

In accordance with the Colton Municipal Code Section 3.08.120, a Request for Notice Inviting Formal Bids was sent for publication on September 16, 2016, and the non-mandatory pre-bid meeting and job-walk was conducted on September 19, 2016. The bids were opened on September 29, 2016 and the City received the following bids:

<u>Contractor's Name</u>	<u>Bid Amount (for 12 months)</u>
1. Inland Empire Landscaping	\$ 175,974.38
2. RP Landscaping & Irrigation	\$ 178,500.00
3. EZ Sunnyday Landscape	Non-responsive

Staff has reviewed and evaluated the submitted bids. EZ Sunnyday was a non-responsive bidder for failure to comply with the bid bond requirement. Staff recommends the award of a maintenance service contract to the lowest responsive and responsible bidder, Inland Empire Landscape in the for the period December 1, 2016 through June 30, 2017 (7 months) in the amount of \$102,652, for landscape services for LLMD 1 and LLMD 2, with an option to renew the agreement for one twelve month period. The monthly cost is \$14,664.53, with 61% of the cost going to LLMD 1 and 39% of the cost going to LLMD 2.

In the initial contract term (December 1, 2016 through June 30, 2017) the total cost for services in through June 30, 2017 is \$62,617.54 for LLMD 1 and \$40,034 for LLMD 2. Additional appropriations are necessary to both LLMD 1 and LLMD 2 to cover the cost of the services. Staff is recommending the City Council approve Resolution Number R-112-16 for the additional budget appropriations.

FISCAL IMPACTS

Funds in the amount of \$44,500 are currently budgeted and available in expenditure account number 702-6150-6210-2350 for LLMD 1. Funds in the amount of \$34,500 are currently budgeted and available in expenditure account number 701-6150-6220-2350 for LLMD 2. It is necessary to increase the annual appropriation in both expenditure accounts for the landscape services through June 30, 2017 as follows:

LLMD 1

Increase Fiscal Year 2016/17 budget appropriation by the amount of \$18,118 in LLMD 1 Professional Services Account Number 702-6150-6210-2350.

LLM 2

Increase Fiscal Year 2016/17 budget appropriation by the amount of \$5,534 in LLMD 2 Professional Services Account Number 701-6150-6220-2350.

Staff will include sufficient funding in the Fiscal Year 2017/18 budget requests to cover the annual landscape services cost if the City exercises the one time option to renew the agreement and extend the term through June 30, 2018.

ALTERNATIVES

1. Provide alternative direction to staff.

ATTACHMENTS

1. Resolution R-112-16
2. Maintenance Service Contract
3. LLMD 1 & 2 Map

ATTACHMENT 1

RESOLUTION R-112-16

RESOLUTION NO. R-112-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLTON TO AMEND THE FISCAL YEAR 2016/2017 LLMD I AND LLMD II BUDGET

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

WHEREAS, the City has established two Landscape and Lighting Maintenance Districts, LLMD 1 and LLMD2; and

WHEREAS, the LLMD 1 Fiscal Year 2016/2017, has a project reserve balance of \$31,028 and the LLMD 2 Fiscal Year 2016/2017, has a projected reserve balance of \$40,034.17; and

WHEREAS, it is necessary to increase the appropriation in the Professional Services expenditures in both LLMD 1 and LLMD 2 for the landscape maintenance services as follows:

LLMD 1	Account Number 702-6150-6210-2350	\$18,118
LLMD 2	Account Number 701-6150-6220-2350	\$ 5,534

The total amount of the additional expenditure appropriations for both LLMD 1 and LLMD is \$23,652for Fiscal Year 2016/2017; and

WHEREAS, a budget appropriation for approved activities, not listed in the 2016-2017 Fiscal Year budget is required and must be approved by resolution of the City Council.

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

- Increase LLMD 1 account #702-6150-6210-2350 by \$18,118
- Increase LLMD 2 account #701-6150-6220-2350 by \$ 5,534

PASSED, APPROVED AND ADOPTED November 15, 2016.

RICHARD A. DELAROSA, Mayor

ATTEST:

CAROLINA R. PADILLA, City Clerk

ATTACHMENT 2
Maintenance Service Contract

**CITY OF COLTON
MAINTENANCE SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this 15th day of November, 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 Inland Empire Landscape, a Corporation with its principal place of business at 2456 Kern Street, San Bernardino Ca 92407 (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Contractor.

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

2.2 Project.

City desires to engage Contractor to render such services for the City of Colton Landscape and Lighting Maintenance Districts 1 and 2 (LLMD 1 and LLMD 2) Landscaping Maintenance project (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

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

(BB&K: 1-14)

3.1.2 Term. The term of this Agreement shall be from December 1, 2016 to June 30, 2017, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement for one additional twelve (12) month period, with the same terms and conditions, upon mutual agreement of both parties.

3.2 Responsibilities of Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.2.10.7 Water Quality.

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

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

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

3.2.11 Insurance.

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

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

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

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

(C) Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or materially reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Contractor or the City may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the City may suspend or terminate this Agreement.

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

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of Colton, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and complete operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.3(A).

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

proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.3(B).

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

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

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

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

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

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

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

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

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

3.2.13 Bonds.

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

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

3.2.13.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or

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

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

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

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. Monthly compensation shall not exceed fourteen thousand six hundred sixty four dollars and fifty-three cents (\$14,664.53) and Total compensation for the period through June 30, 2017 shall not exceed One Hundred two thousand Six hundred fifty-two dollars and no cents (\$102,652) without written approval of City's Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

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

3.4 Termination of Agreement.

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

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

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

3.5 General Provisions.

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

Contractor:

Inland Empire Landscape
2456 Kern Street
San Bernardino, CA 92407
Attn: Joel Ibarra

City:

City of Colton
650 North La Cadena Drive
Colton, California 92324
Attn: Dr. David X. Kolk, Utility 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.

3.5.2 Indemnification.

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

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with Counsel of City's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.2.1 that may be brought or instituted against City or its directors, officials, officers, employees, volunteers and agents. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's

attorney's fees and costs, including expert witness fees. Contractor shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT
BETWEEN THE CITY OF COLTON
AND INLAND EMPIRE LANDSCAPE**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the _____ day of November, 2016.

CITY OF COLTON

By: _____
William R Smith
City Manager

Attest: _____
Carolina R. Padilla
City Clerk

**INLAND EMPIRE LANDSCAPE,
a CORPORATION**

By: _____
Signature

Name (Print)

Title (Print)

By: _____
Signature

Name (Print)

Title (Print)

EXHIBIT "A"

SCOPE OF SERVICES

Weekly maintenance of following areas in LLMD I and II.

AREAS TO BE MAINTAINED

LLMD 1:

Zone 2 Cooley Ranch lies generally east of the Santa Ana River and northwest of Barton Road. The areas of improvement within Zone 2 include:

- Washington Street medians and northerly and northwesterly parkways from approximately 150 feet southwest of Santo Antonio Drive to Mt. Vernon Avenue, excluding the parkway along K-Mart frontage.
- Mt. Vernon Avenue medians and easterly parkways: from approximately 350 feet north of Washington Street to north of the county flood channel; and from approximately 300 feet north of Cooley Drive to the Santa Ana River.
- Cooley Drive medians and northerly and westerly parkways: from Mt. Vernon Avenue to approximately 800 feet north of Via Venita; and from approximately 800 feet north of Via Venita on both sides of flood channel east to end of landscaping.
- Cooley Drive medians and southerly and westerly parkways: from Cooley Lane to State Highway 15 East.
- Cooley Drive westerly parkway from Cooley Lane south to the flood channel.
- Cooley Drive median from Barton Road to flood channel and south of Cooley Lane.
- Cooley Lane, both the northerly and southerly parkways from Cisco Street to Cooley Drive and the southerly parkways from Cameron Street to Hunts Lane.
- Beech Lane median from Cooley Lane to Cherrywood Lane.
- Elm Drive median from Cherrywood Drive to Cottonwood Drive.
- Aspen Lane median from Torrey Pines Drive to Oak Glen Lane.
- Ashwood Lane median from Oak Glen Lane to Cooley Drive.
- Clear Creek Lane southerly parkway from Forest Drive to Oak Glen Lane.
- Barton Road southerly parkways from Cooley Drive to Hunts Lane.
- Hunts Lane westerly parkways from Cooley Lane to Stewart Street.
- Colunga Street parkway adjacent to lot 54, Tract 14404-1.
- Cameron Street parkways adjacent to Lots 56 and 60, Tract 14404-1.
- The Rich Dauer Park located south of Cottonwood Drive, north of Sugar Pine Lane, and west of Torrey Pines Drive.
- The Park Site east of Cooley Drive and south of Duron Street.

- The entry monument on Barton Road and east of Mojave Drive.
- “M” Street parkways from La Cadena Drive to Mount Vernon Avenue.
- Clear Creek southerly parkways from Forest Drive to Barton Road.

Zone 3 La Loma Hills includes the parcels southeast of the Santa Ana River and west of State Highway No. 215 and Tract 16912 located along Rosedale Avenue. Improvements within Zone 3 include:

- The entry monument on La Cadena Drive, north of Maryknoll Drive.
- La Cadena Drive parkways and Medians from Interstate 215 to Valley Blvd.
- Existing and future improvements along South La Cadena Drive between Tropica Rd. and Maryknoll Drive.
- Existing and future improvements along Rosedale Avenue between La Loma Avenue and Shirley Court.
- Maintenance of landscaping and irrigation system for parkways and medians extending along the 812-foot right-of-way along Rosedale Avenue.

Zone 4 Old Colton is the area generally north of Valley Boulevard and east of Meridian Avenue. Improvements within Zone 4 include:

- Grand Avenue westerly parkway and landscaping easement from Citrus Street to Johnston Street.
- Citrus Avenue northerly parkways and landscaping easement Grand Avenue to approximately 350 feet west of Teresa Avenue.
- Citrus Avenue northerly parkway from Macy Avenue to Grand Avenue.
- The southerly parkways and landscaping easement on Citrus Avenue from Macy Avenue to approximately 350 feet west of Teresa Avenue.
- Common Area beginning at the terminus of Rudy Oliveras Court and extending north easterly parallel to Award Drive to the boundary between the City of Colton and the County of San Bernardino.
- Fairway Drive northerly parkway from Sperry Drive easterly to the Lytle Cajon Flood Control Channel.
- Fairway Drive southerly parkway from approximately 625 feet west of Crossroads Aqueduct to approximately 195 feet east of Crossroads Drive and approximately 890 linear feet of frontage along I-10 freeway.
- Fairway Drive northerly parkway from approximately 250 feet west of Award Drive to approximately 230 feet east of Award Drive and the open space area approximately six (6) acres west of and associated with tract 15480. This area also includes the Scenic Drive Southerly parkway that extends from midway between North Iowa Avenue and Kansas Avenue to the boundary between the City of Colton and the County of San Bernardino.

- The westerly third of Davis Park along Theresa Avenue between Kimberly Avenue and Laurel Street.
- Entry monument at Valley Boulevard and La Cadena Drive.
- Entry Monument at Valley Boulevard and 9th Street.
- Entry Monument on Rancho Avenue approaching Louise Street.

Zone 5 Reche Canyon includes parcels south of Barton Road on either side of the Reche Channel. Improvements within Zone 5 include:

- The southwesterly slopes on Prado Lane, along Hidden Valley Lane and the tract frontage (Lot A, Tract 12197).
- Prado Park southwest of the intersection of Prado Lane and Hidden Valley Lane.
- Prado Lane entry area and median at Ridge View.
- Reche Canyon Road southwesterly parkways from Pepper Tree Lane to approximately 200 feet southeast of Gunnison Way, and the entry monuments located within the parkway at Topanga Way and Gunnison Way.

Zone 8 West Valley lies generally north of Interstate 10 Freeway and west of Pepper Avenue. In Fiscal Year 2002/2003 certain territory was detached from Zone 8. This detached territory includes areas South of Randall Avenue and west of John Juarez Way and North of San Bernardino Avenue/Olive Street and east of Pepper Avenue. Improvements within Zone 8 include:

- Sandlewood Road median between Sycamore Avenue and Cherry Tree Road.
- Sycamore Avenue easterly parkways and landscaping easement from approximately 250 feet south of Sandlewood Road to approximately 350 feet north of Sandlewood Road.
- Indigo Avenue median between San Bernardino Avenue and Sago Palm Road.
- San Bernardino Avenue northerly parkways from approximately 450 feet west of Indigo Avenue to approximately 120 feet east of Agua Caliente Lane.
- Eucalyptus Avenue easterly parkways and adjacent landscaping easements: from San Bernardino Avenue to approximately 100 feet north of De Carmen Drive; and from approximately 100 feet south of West Admiralty Street to approximately 500 feet north of West Admiralty Street.
- Eucalyptus Avenue westerly parkways and adjacent landscaping easements: from approximately 100 feet south of West Admiralty Street to approximately 100 feet north of Westwind Street; and from approximately 100 feet south of Date Tree Road to approximately 100 feet south of West Admiralty Street.
- Pepper Avenue westerly parkway from Station Drive to approximately 600 feet north and Station Drive.
- Pepper Avenue medians from West San Bernardino Avenue to Valley Boulevard.

- Pepper Avenue parkways from Randall Avenue to Station Drive.
- Station Drive entrance, medians, and northerly parkway from Iron Horse Drive to Pepper Avenue.
- Meridian Avenue westerly parkways and landscaping easements adjacent to Tracts 14158 and 14159.
- Various interior parkways and easements within Tracts 14158 and 14159.
- The entry monument on Valley Boulevard, west of Wildrose Avenue.
- George Brown Park, located south of San Bernardino Avenue, west of Eucalyptus Avenue and north of Sunset Dunes Golf Club.
- Valley Boulevard medians from Sycamore Avenue to Wildrose Avenue.

LLMD 2:

Zone One

- Parkway perimeter landscaping (Streetscape) along Meridian Avenue, Randall Avenue, Pepper Avenue San Bernardino Avenue and Olive Street;
- Landscaping along John Juarez Way;
- Side yard landscaping including Altissimo Lane, Campana Court, Solista Circle, Orquesta Court, Poema Dr, Cantara Street, Julian Court, Concepcion, Serenata Street, John Juarez Way, Robert Crites Lane, and Del Giorgio Drive;
- Weed abatement and clean up of the Southern California Edison easement that bisects the development from Pepper Avenue to John Juarez Way;
- Weed abatement and clean up of 4.7 acre City owned parcel located along Meridian Avenue, north of San Bernardino Avenue.

Zone Two

- Maintenance of landscaping and irrigation system for westerly and easterly parkways of Reche Canyon Road;
- Maintenance of landscaping and irrigation system on Crystal Ridge Lane parkways and medians within the 68-foot right-of-way extending from Reche Canyon Road to Tiffany Way;
- Weed abatement, land maintenance of landscaping and irrigation system on lots A, B, C, D, and E of Tract 16289;
- Maintenance of detention basin including removal of debris and weed abatement on lot A of Tract 16249,
- Maintenance of landscaping and irrigation system on lot B of Tract 16249.
- Maintenance of landscaping and irrigation system for parkways and medians extending within the 80-foot right-of-way along Reche Canyon.

- Maintenance of landscaping and irrigation system for parkways and medians extending along the 220-foot right-of-way along Johnston Street.

Contractor to provide following weekly services:

- Mow
- Edge
- Trim
- Pick up trash

EXHIBIT "B"

SCHEDULE OF SERVICES

Term of the Agreement will be December 1, 2016 through June 30, 2017. The City and Contractor may mutually agree, in writing, to extend the Term one twelve (12) month period, through June 30, 2018.

City and contractor shall mutually agree on a specific schedule of services for LLMD 1 and LLMD2.

EXHIBIT “C”
COMPENSATION

Compensation shall be billed at the rate of \$14,664.53 per month. Total compensation shall not exceed one hundred two thousand six hundred fifty-two dollars and zero cents for the period December 1, 2016 through June 30, 2017, for landscape services for LLMD 1 and LLMD 2.

If the City and contractor mutually agree to exercise the twelve month renewal option to continue services through June 30, 2018, the same monthly rate will be billed, for a total annual amount not to exceed one hundred seventy-five thousand nine-hundred seventy-four dollars and thirty-six cents (175,974.36).

ATTACHMENT 3

LLMD I & II MAP

Landscaping, Lighting, and Maintenance District #2

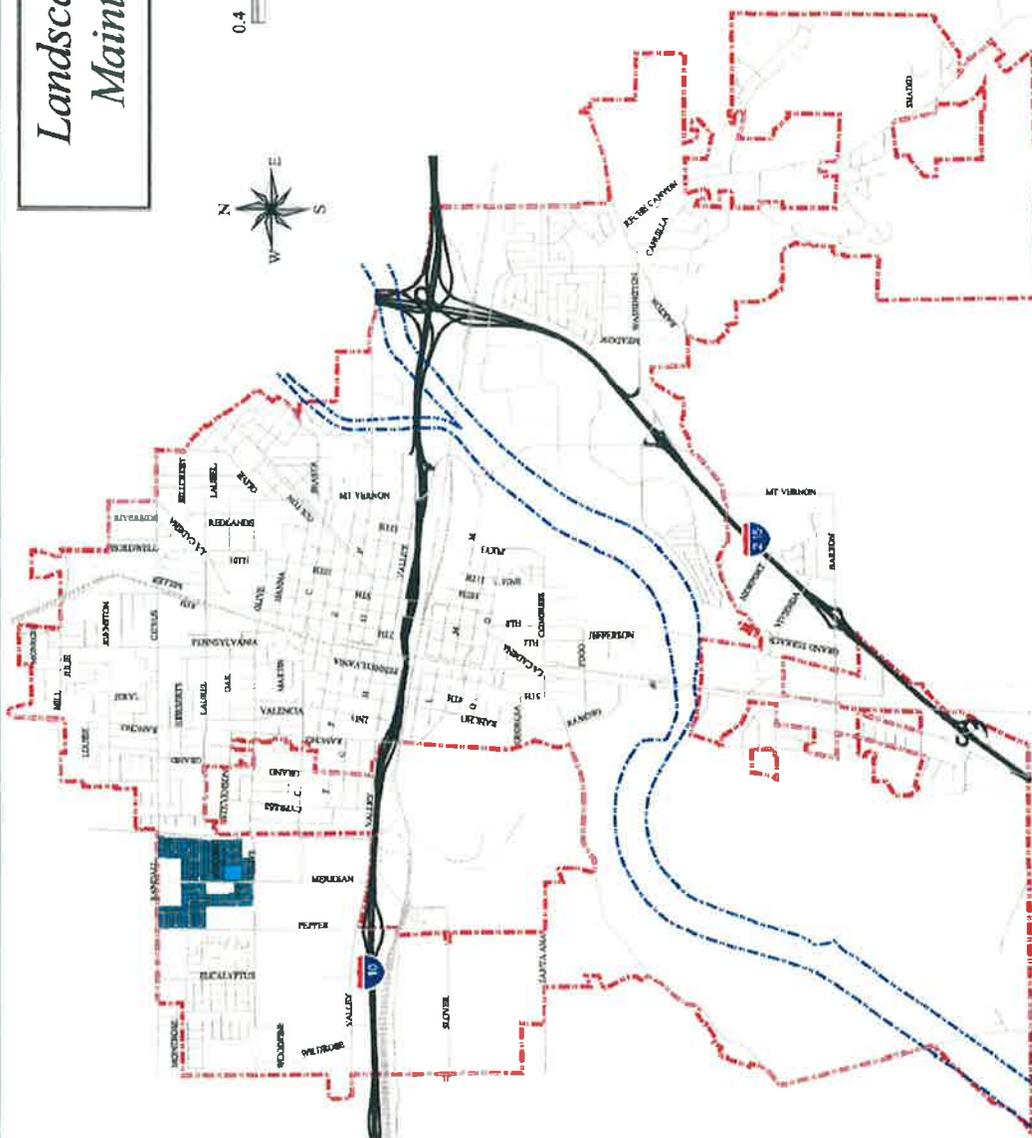


GIS

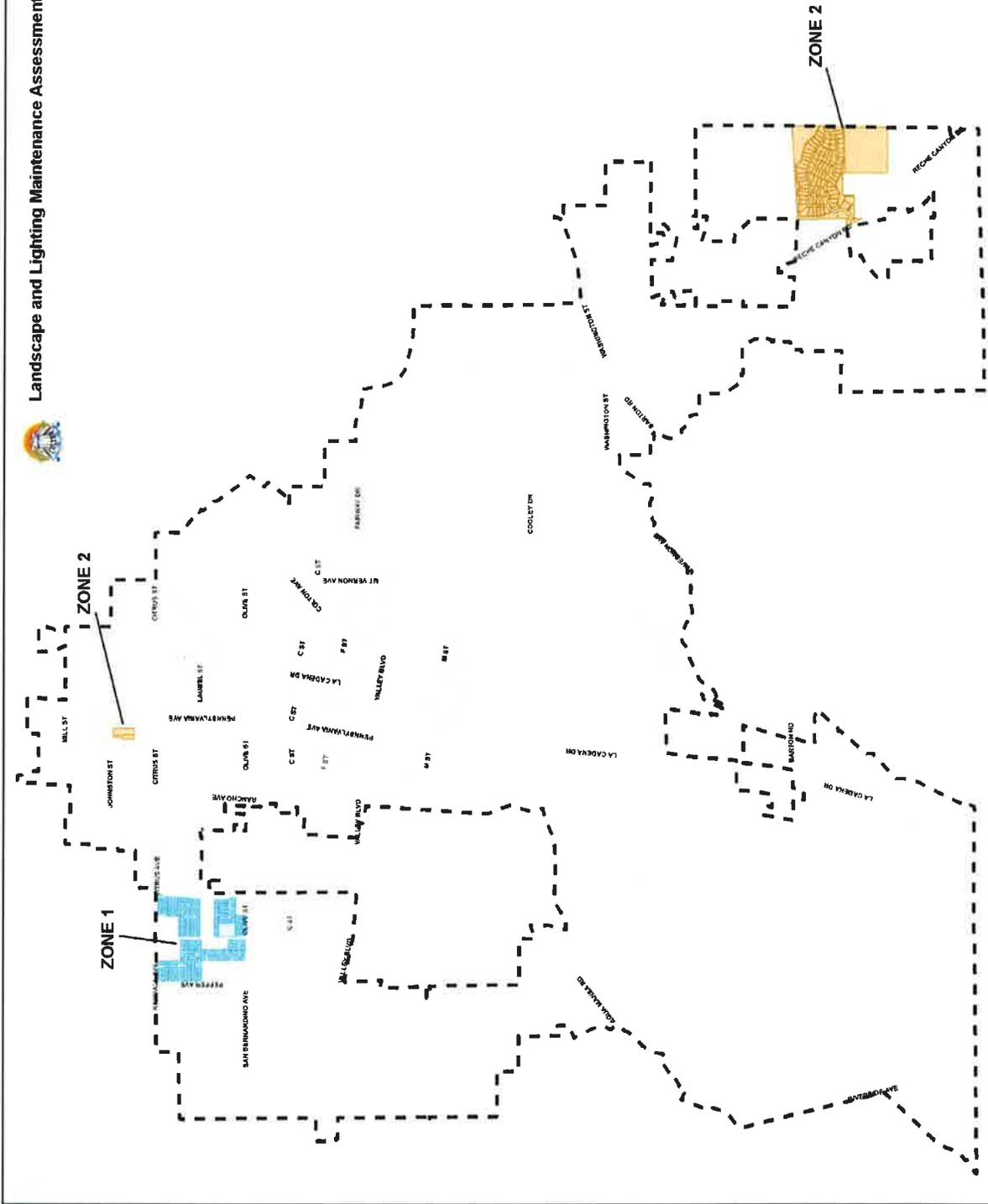
Project Title: Landscaping, Lighting, and Maintenance District #2
 Date: 11/15/2016
 Author: GIS

LEGEND

- City Limits
- Zone #1
- Santa Ana River



Landscape and Lighting Maintenance Assessment Districts
LLMD 2



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STAFF REPORT

DATE: NOVEMBER 15, 2016
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
 FROM: BILL SMITH, CITY MANAGER
 PREPARED BY: DAVID X. KOLK, Ph.D., UTILITY DIRECTOR *DK*
 SUBJECT: LAUREL STREET GRADE SEPARATION PROJECT – TEMPORARY TRUCK ROUTE

RECOMMENDED ACTION

It is recommended that the City Council approve Resolution R-113-16 amending the Fiscal Year 2016/2017 Capital Improvement Program budget increasing account #451-1103-6987-3890 in the amount of \$26,070 to restore the traffic signal and pavement striping modified to serve as a temporary truck route during construction of Laurel Grade Separation Project.

BACKGROUND

On December 16, 2014, the City received funding from SANBAG to modify the traffic signal and pavement striping at the intersections of Rancho Avenue/Citrus Avenue and Rancho Avenue/Mill Street to serve as a temporary truck route while the Laurel Grade Separation Project was under construction. During the underpass construction, a temporary truck route was necessary to serve the industrial warehouses and businesses in the vicinity of the construction area along Laurel Avenue, 8th Street and Citrus Avenue.

ISSUES/ANALYSIS

Laurel Grade Separation Project has been completed and opened to traffic in June of this year. With the project completion, the temporary truck route is no longer necessary. In addition, the City recently adopted a new Truck Route Ordinance that identifies the portion of Laurel Avenue from La Cadena Drive to Pennsylvania Avenue as a truck route.

On October 26, 2016, the City received approval of a Purchase Order from SANBAG in the amount of \$26,070 to fund the restoration of the two intersections to their original condition. Approval of Resolution R-113-16 will enable staff to start the procurement necessary to restore these intersections.

FISCAL IMPACTS

All expenses incurred by the City for this project are 100% reimbursable through SANBAG. If approved, Resolution No. R-113-16 will increase expenditure account #451-1103-6987-3890 by \$26,070.

ALTERNATIVES

1. Provide alternative direction to staff.

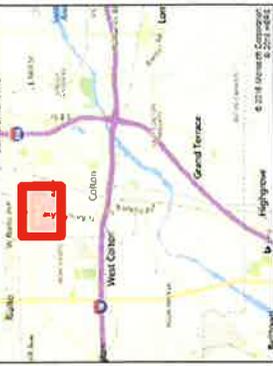
ATTACHMENTS

1. Exhibit A– Striping Modification Plan
2. Exhibit B –Purchase Order issued by SANBAG
3. Exhibit C – Resolution R-113-16

Exhibit A

Project Map

Project Location

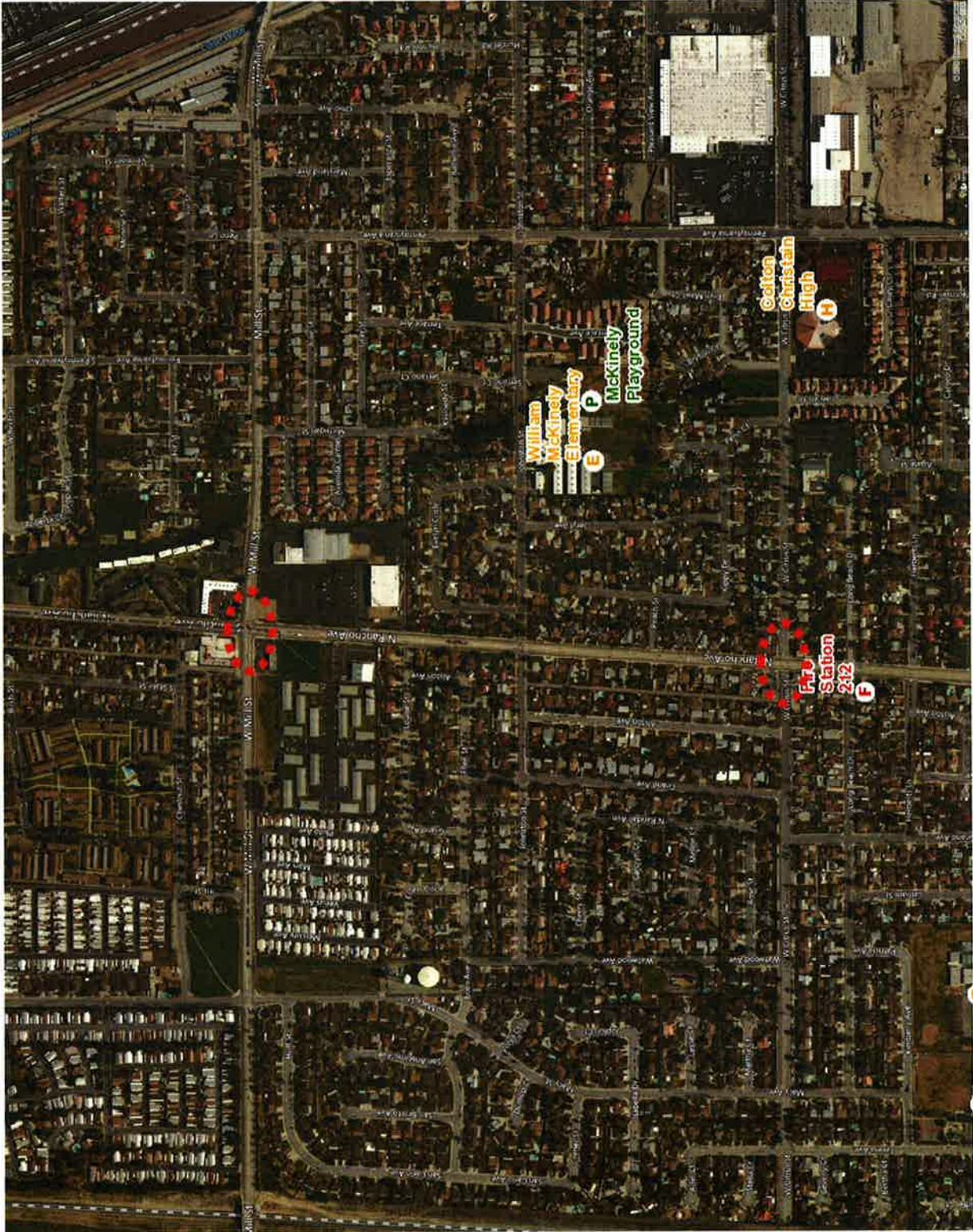


Legend

[] City Boundary



Traffic Signal Location



Notes:

0.3 Miles

0.17

0

0.3

This map is a user generated static output from the City of Colton GIS mapping site and is for reference only. The data layers that appear on this map may or may not be accurate, current, or otherwise reliable. City of Colton will not be responsible for any claims, losses or damages resulting from this information. Please check with city staff for accuracy.

Created On: 11/01/16



Exhibit B

PO from SANBAG



San Bernardino Associated Governments

1170 W. 3RD ST., 2nd FLOOR
 SAN BERNARDINO, CA 92410
 909 884-8276

Purchase Order

DATE
10/25/2016

PO NUMBER
4001515

VENDOR: 00542
 CITY OF COLTON
 FINANCE DEPT
 650 N. LA CADENA DR
 COLTON, CA 92324

SHIP TO: SAN BERNARDINO ASSOCIATED GOVT
 1170 W. 3RD ST., 2ND FLOOR
 SAN BERNARDINO, CA 92410

Contact: MELOCOTON, PAUL

Dept: MAJOR PROJECT DELIVERY

Contract No:

PO Type: reg

PO Fiscal Year: 2017

Expiration Date: 06/30/2017

Special Inst:

budget move in process

Quantity	Unit	Description	Unit Price	Ext. Price
		City of Colton Roadway Striping.		26,070.00
TOTAL				26,070.00

Account Number	Amount	Account Number	Amount
GL E 6010.40.0840.0884.53701.42407004 / PA E 0884.650.000.53701	2,596.57		
GL E 6010.40.0840.0884.53701.48003001 / PA E 0884.650.000.53701	2,607.00		
GL E 6010.40.0840.0884.53701.48005109 / PA E 0884.650.000.53701	2,007.39		
GL E 6230.40.0840.0884.53701.49053505 / PA E 0884.650.000.53701	18,859.04		

DEPARTMENT COPY

DUANE BAKER

10/25/2016

Electronic Approval

Date

Exhibit C

Resolution

RESOLUTION NO. R-113-16

1 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLTON TO**
2 **AMEND THE FISCAL YEAR 2016/2017 CAPITAL IMPROVEMENT BUDGET**
3 **TO INCREASE ACCOUNT NO. 451-1103-6987-3890 IN THE AMOUNT OF \$26,070**
4 **FOR THE STRIPING AND TRAFFIC SIGNAL RESTORATION PROJECT AT**
5 **THE INTERSECTIONS OF RANCHO AVE./CITRUS AVE. AND RANCHO**
6 **AVE./MILL STREET.**

7 **WHEREAS**, the City Council of the City of Colton (City) desires to improve the safety of
8 the streets and traffic circulation within City jurisdiction; and

9 **WHEREAS**, the City of Colton modified the striping and traffic signal at the intersections
10 of Rancho Avenue/Citrus Avenue and Rancho Avenue/Mill Street to serve as a temporary truck
11 route for the Laurel Grade Separation Project; and

12 **WHEREAS**, the Laurel Street Grade Separation Project received funding through the San
13 Bernardino Associated Governments (SANBAG), BNSF, Union Pacific Rail Road (UPRR) and
14 the City; and

15 **WHEREAS**, SANBAG is the Lead Agency for Preliminary Engineering, Right of Way
16 Final Design and Construction Phase of the Laurel Street Grade Separation Project; and

17 **WHEREAS**, the City needs to restore the striping and traffic signal at the intersection of
18 Citrus Street/Rancho Avenue and Mill Street/Rancho Avenue after the completion of Laurel
19 Grade Separation Project ; and

20 **WHEREAS**, the City received additional funding from the Laurel Street Grade Separation
21 Project from SANBAG in the amount of \$26,070 that will be used to restore the striping and
22 traffic signal at the intersection of Citrus Street/Rancho Avenue and Mill Street/Rancho Avenue;
23 and
24

25 **WHEREAS**, a budget appropriation for approved activities, not listed in the 2016-2017
26 Fiscal Year budget is required and must be approved by resolution of the City Council.
27
28

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

3 **Section 1** The Recital preceding in this Resolution are true and correct and are incorporated
4 into this Resolution by reference.

5 **Section 2** The City Council authorizes an appropriation of \$26,070. As an adjustment to
6 the Fiscal Year 2016-2017 budget as follows:
7

- 8 • Increase expenditure account 451-1103-6987-3890 in the amount of
9 \$\$26,070.
- 10 • Increase revenue account 451-5993-225 in the amount of \$26,070.
- 11 • Increase expenditure account 225-1000-1000-5993-0004-451 in the amount
12 of \$26,070.
- 13 • Increase revenue account 225-5886-000 in the amount of \$26,070.
14

15 **PASSED, APPROVED AND ADOPTED THIS 15TH DAY OF NOVEMBER 2016.**

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19 _____
RICHARD DE LA ROSA, MAYOR

20 ATTEST:

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CAROLINA R. PADILLA, CITY CLERK
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STAFF REPORT

DATE: NOVEMBER 15, 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: REAPPROVE RESOLUTION R-01-16 FOR THE I-10 FREEWAY/MT. VERNON AVENUE INTERCHANGE PROJECT

RECOMMENDED ACTION

It is recommended that the City Council:

1. Approve Resolution No. R-114-16 to reapprove Resolution R-01-16 that establishes an appropriation for the I-10 Freeway/ Mt. Vernon Avenue Interchange Project in the amount of \$31,314 and amend the Capital Improvement Program (CIP) to include the Project.

BACKGROUND

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

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

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

ISSUES/ANALYSIS

Council approved the I-10 Freeway/Mt Vernon Avenue Interchange Project on January 5, 2016 and Finance entered the Approved and Adopted Resolution R-01-16 on January 6, 2016 in the amount of \$31,314 (Exhibit B). As a result of a timing difference between the approval of the appropriation in Resolution R-01-16 and the mid-year process, the appropriation for the project was inadvertently zeroed out (Exhibit C). The Department is now ready to start the project and requires a Purchase Order to be issued. Resolution R-01-16 approved the cooperative agreement between the City and SANBAG. The City's contribution of \$31,314 for the PSR/PDS portion of the I-10 Freeway/Mt. Vernon Avenue Interchange Project needs to be appropriated to complete this phase.

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

FISCAL IMPACTS

The City's contribution to the PSR/PDS phase of the Project is \$31,314. Colton's share for this Project will be appropriated upon approval of Resolution No. R-114-16 in account number 249-6150-1503-3890.

ALTERNATIVES

1. Provide alternative direction to staff.

ATTACHMENTS

1. Exhibit A – Resolution R-114-16
2. Exhibit B – Resolution R-01-16
3. Exhibit C – Expenditure Detail Report

Exhibit A

Resolution R-114-16

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RESOLUTION NO. R-114-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLTON, TO AMEND THE FISCAL YEAR 2016/2017 CAPITAL IMPROVEMENT BUDGET TO SET UP AND APPROPRIATE \$31,314 INTO A NEW TRAFFIC IMPACT FEES ACCOUNT FOR THE I-10 FREEWAY/MT. VERNON AVENUE INTERCHANGE PROJECT

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

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

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

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

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

WHEREAS, a budget appropriation for approved activities, not listed in the 2016-2017 Fiscal Year budget is required and must be approved by resolution of the City Council.

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

Section 1 The City Council authorizes an appropriation of \$31,314. As an adjustment to the Fiscal Year 2016-2017 budget as follows:

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

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PASSED, ADOPTED AND APPROVED THIS 15th DAY OF NOVEMBER 2016.

Richard A. DeLaRosa, Mayor

ATTEST:

Carolina R. Padilla, City Clerk

Exhibit B

Resolution R-01-16

EXHIBIT "B"

RESOLUTION NO. R-01-16

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

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

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

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

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

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

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

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

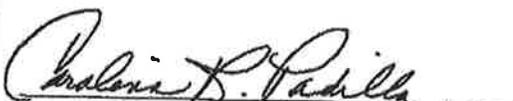
Section 1 The City Council authorizes an appropriation of \$31,314. As an adjustment to the Fiscal Year 2015-2016 budget as follows:

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

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


Richard A. DeLaRosa, Mayor

ATTEST:


Carolina R. Padilla, City Clerk

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STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO) ss
CITY OF COLTON)

CERTIFICATION

I, **CAROLINA R. PADILLA**, City Clerk of the City of Colton, California, do hereby certify that the foregoing is a full, true and correct copy of **RESOLUTION NO. R-01-16**, duly adopted by the City Council of said City, and approved by the Mayor of said City, at its Regular Meeting of said City Council held on the **5th day of January, 2016**, and that it was adopted by the following vote, to wit:

AYES: COUNCILMEMBER Toro, Jorin, González, Bennett, Suchil and Mayor DeLaRosa
NOES: COUNCILMEMBER None
ABSTAIN: COUNCILMEMBER None
ABSENT: COUNCILMEMBER Navarro

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Colton, California, this _____ day of _____, 20__.

CAROLINA R. PADILLA
City Clerk
City of Colton

(SEAL)

Exhibit C

Expenditure Detail Report

EXHIBIT "C"

Expenditure Detail Report

expdttl.rpt
10/03/2016 8:24AM
Periods: 1 through 13

City of Colton
07/01/2015 through 06/30/2016

249 TRAFFIC IMPACT FUND
6150 Public Works
1503 I-10/ Mt. Vernon Interchange

Account Number	Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
3000 TOTAL CAPITAL IMPROVEMENTS						
3000-0000 *** Title Not Found ***						
3890-0000-000 CAPITAL IMPROVEMENT						
1/6/2016 budadj BA 201611R	0.00	0.00	0.00	0.00	0.00	0.00
Line Description: R-01-16: I-10 FREEWAY/ MT VERN						
2/17/2016 budadj BA 201612R	-31,314.00					
Line Description: R-17-16: MID-YEAR BUD ADJ: EXP						
Total TRAFFIC IMPACT FUND	0.00	0.00	0.00	0.00	0.00	0.00
Grand Total	0.00	0.00	0.00	0.00	0.00	0.00



STAFF REPORT

DATE: NOVEMBER 15, 2016
TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
FROM: BILL SMITH, CITY MANAGER
PREPARED BY: DAVID KOLK, Ph.D., UTILITY DIRECTOR *OK*
SUBJECT: NOTICE OF COMPLETION FOR THE SYCAMORE AVENUE ASPHALT PAVING PROJECT

RECOMMENDED ACTION

It is recommended that the City Council authorize the execution and recordation of a Notice of Completion for the Sycamore Avenue Asphalt Paving Project.

BACKGROUND

Sycamore Avenue was identified as one of the arterial roads that is failing and needs some rehabilitation. The proposed scope of work includes grinding and rubberized asphalt overlay of existing pavement, overlay with rubberized asphalt and thermoplastic striping.

ISSUES/ANALYSIS

On July 5, 2016, the City Council awarded the construction contract to Match Corporation for the Sycamore Avenue Asphalt Paving Project in the amount of \$68,758.04. The Notice to Proceed for the Project was issued on July 13, 2016 and the Project was completed per plans and specification on September 30, 2016. The final total cost for the project is \$68,250.48.

FISCAL IMPACTS

Sycamore Avenue Asphalt Paving Project is funded thru the following Measure I Account:

- Account Number 218-1702-6150-3890 - \$50,000.00
- Account Number 450-1511-6970-3890 - \$18,250.48

ALTERNATIVES

1. Provide alternative direction to staff.

ATTACHMENTS

1. Exhibit A – Notice of Completion for the Sycamore Avenue Asphalt Paving 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 venter 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 September 30 2016

- The name of the original contractor, if any, for the work of improvement was Matich Corporation

The kind of work done or material furnished was grinding and rubberized asphalt overlay of existing pavement, striping, curve and gutter and replacement of traffic signal loops.

- 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: Sycamore Avenue Asphalt Paving 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)

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STAFF REPORT

DATE: NOVEMBER 15, 2016
TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
FROM: BILL SMITH, CITY MANAGER
PREPARED BY: STACEY DABBS, FINANCE DIRECTOR *gmd*
SUBJECT: CONSIDER ADOPTION OF RESOLUTION R-115-16 ADOPTING LOCAL GOALS AND POLICIES CONCERNING DISTRICTS FORMED PURSUANT TO THE MELLO-ROOS COMMUNITY FACILITIES ACT OF 1982

RECOMMENDED ACTION

It is recommended that the City Council approve Resolution R-115-16 to adopt Local Goals and Policies concerning Districts formed pursuant to the Mello-Roos Community Facilities Act of 1982.

BACKGROUND

The Mello-Roos Community Facilities Act of 1982 (beginning with Government Code Section 53311)(the “Act”) is the statutory framework that provides the authority and describes the methodology that California local agencies may use to form Community Facilities Districts (CFDs) and levy special taxes within the boundaries of those CFDs. Under the Act, CFDs may be used to fund the provision of certain authorized public services or maintenance, and to finance the purchase, construction, expansion, improvement, or rehabilitation of public facilities. CFDs may issue bonds secured by special taxes as a financing instrument.

ISSUES/ANALYSIS

Pursuant to Section 53312.7(a) of the California Government Code, on or after January 1, 1994, a local agency may initiate proceedings to establish a community facilities district only if it has first considered and adopted local goals and policies concerning the use of the Act. Since the adoption of this legal requirement in 1994, the City has not established any new CFDs.

The policies are intended to be general in nature and specific implementation details will depend on the nature of each particular district and financing. The City will consider the use of the Act for financing of facilities and services in the furtherance of its policy goals, such as CFDs being considered in connection with Roquet Ranch, among others.

FISCAL IMPACTS

Adoption of the local goals and policies does not result in any direct fiscal impact. The resolution would establish goals and policies related to formation of Mello-Roos Community Facilities Districts, including policy statements to protect the City from adverse consequences from any delinquencies within approved CFDs.

ALTERNATIVES

1. Provide alternative direction.

ATTACHMENTS

1. Resolution R-115-16
2. Exhibit A

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RESOLUTION NO. R-115-16

**RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF COLTON, CALIFORNIA ADOPTING THE
LOCAL GOALS AND POLICIES CONCERNING
DISTRICTS FORMED PURSUANT TO THE MELLO-
ROOS COMMUNITY FACILITIES ACT OF 1982**

WHEREAS, the City Council of the City of Colton, California (the “City”) has duly considered the advisability and necessity to establish Community Facilities Districts in the City from time to time under and pursuant to the terms and provisions of Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (commencing with Section 53311)(the “Act”); and

WHEREAS, Section 53312.7 and 53345.8 of the California Government Code requires that the City consider and adopt local goals and policies concerning the use of the Act prior to the initiation of proceedings to establish a new Community Facilities District (“CFD”) under the act; and

WHEREAS, the City Council has determined that it is in the best interests of the City that its practices for establishment and administration of CFDs be updated in conformance with the Act and described by the adoption of a local goals and policies documents;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COLTON DOES HEREBY RESOLVE, DETERMINE AND ORDER as follows:

SECTION 1: Recitals. The City Council does hereby find, determine and resolve that all of the forgoing recitals are true and correct.

SECTION 2: Approval. The City Council hereby adopts the “Statement of Goals and Policies Regarding the Use of the Community Facilities Act of 1982” attached as “Exhibit A” hereto as the goals and policies of the City referred to in Section 53312.7 of the Act, which may be amended and revised from time to time by resolution of the City Council, in accordance with the Act.

1
2 **APPROVED AND ADOPTED** this 15th day of November, 2016.

3
4 _____
5 RICHARD A. DELAROSA
6 Mayor

7 ATTEST:

8 _____
9 CAROLINA R. PADILLA,
10 City Clerk
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CITY OF COLTON

STATEMENT OF GOALS AND POLICIES REGARDING THE USE OF THE MELLO-ROOS COMMUNITY FACILITIES ACT OF 1982

Section 1. Purpose and Scope

This document sets forth the goals and policies of the City of Colton (the "City") concerning the use of the Mello-Roos Community Facilities Act of 1982 (the "Act") (Section 53311 and following of the California Government Code) with respect to the establishment of Community Facilities Districts ("CFDs") by the City. It has been prepared pursuant to the requirements of Section 53312.7 of the Act.

The purpose of this Statement of Goals and Policies is to provide City staff, residents of the City and the owners of property located within the City guidance in the application for and consideration of the establishment of CFDs within the City, for the purpose(s) of financing or assisting in financing the acquisition or construction of public facilities needed by the City to benefit and serve new or existing residents ("Public Facilities"), the provision of public services to benefit and serve residents of the City and existing or new development within the City ("Services"), or a combination thereof. The underlying principles behind this policy are the protection of the public interest, assuring fairness in the application of special taxes to current and future property owners, assuring full disclosure of the existence of any special tax liens, insuring the creditworthiness of any CFD special tax bonds, protecting the City's credit rating and financial position, and assuring that applicants for CFD proceedings, other than City initiated proceedings, pay all costs associated with the formation of any CFD.

Any policy or goal stated herein may be supplemented or amended or deviated from upon a determination by the City Council that such supplement, amendment or deviation is necessary or desirable. Any policy or goal stated herein shall be deemed amended or supplemented in the event, and as of the date, if ever, that such amendment or supplement is required to ensure compliance with the Act or any other laws of the State of California or federal laws of the United States of America.

Section 2. Fundamental Policy

It is the policy of the City that, except as specifically limited by these goals and policies, the City Council may exercise all rights, powers, and authorities granted to it by the Act. The silence of these goals and policies with respect to any matter shall not be interpreted as creating any policy with regard to that matter. Any inconsistency between these goals and policies and the Act, as amended, shall be resolved in favor of the Act.

Section 3. Authorized Facilities and Services

Facilities eligible to be financed by a CFD are limited to facilities to be owned by the City and such facilities must have a useful life of five (5) years or more or as otherwise provided under the Act. The services eligible to be financed by a CFD are limited to those authorized by the Act. In general, all applications and their proposed facilities and services will be considered on a case-by-case basis.

In accordance with the Act, improvements eligible to be financed must be owned by a public agency or public utility, and must have a useful life of at least five years. The City will retain final determination as to any Public Facility's eligibility for financing, as well as the prioritization of facilities to be included within a given proposed CFD's financing plan. Public facilities eligible to be financed by a CFD include any facility eligible to be financed under the Act as it now exists or may be amended in the future, included but not limited to:

- Streets, highways and bridges;
- Street lighting, traffic signals and safety lighting;
- Parks, pathways and recreation facilities, including golf courses;
- Governmental facilities;
- Sanitary sewer facilities;
- Storm drain and flood control facilities;
- Potable and reclaimed water facilities;
- Fire stations; and,
- Libraries.

The funding of public facilities to be owned and operated by public agencies other than the City shall be considered on a case-by-case basis. If the proposed financing is consistent with a public facilities financing plan approved by the City, or the proposed facilities are otherwise deemed to be appropriate for financing by a CFD and are consistent with approved land use plans for the property, the City shall consider entering into a Joint Community Facilities Agreement (JCFA) or Joint Powers Authority (JPA) in order to finance these facilities. A JCFA with the public agency that will own and operate any such facility must be entered into at the time required by the Act.

Subject to limitations set forth in the Act, services eligible to be financed by a CFD include any service eligible to be financed under the Act as it exists now or may be amended in the future. These services include, but are not limited to:

- Police, fire protection and paramedic facilities and services;
- Operation and maintenance of recreation facilities including golf courses;
- Maintenance and lighting of parks, parkways, streets, roads, and open spaces;
- Flood and storm protection services, including, but not limited to, the operation and maintenance of storm drainage systems;
- Biological mitigation measures involving land acquisition, dedication and

- revegetation;
- Road maintenance.

Section 4. Financing Priorities

The sole priority of the City's use of the Act is to finance facilities and services. The City shall prioritize the financing of City-owned facilities and the funding of City services. The financing of facilities to be owned and operated by other public agencies through a JCFA shall be evaluated on a case by case basis.

Section 5. Special Tax Requirements

Special Tax Formula

The total of the following burdens, when taken in the aggregate, at the time of adoption of the special tax, may not exceed 1.85% of the estimated sales price of the subject properties to an end user within the CFD:

- *Ad valorem* property taxes levied by the County;
- Voter approved *ad valorem* taxes levied by the County in addition to the *ad valorem* property taxes described above;
- Special taxes levied by any existing CFD for the payment of bonded indebtedness or on-going services;
- Assessments levied for any assessment district or maintenance district for the payment of bonded indebtedness or services;
- The assigned special tax for the proposed CFD; and,
- The maximum special tax shall include the reasonable and necessary annual administrative costs of the City to administer the CFD (a portion of these costs may be established as superior in lien position to the debt service).

The City shall retain a special tax consultant to prepare a report which recommends a special tax method for the proposed CFD, and evaluates the special tax proposed to determine its ability to adequately fund identified public facilities, fees, City administrative costs, services (if applicable) and other related expenditures. Such analysis shall also address the resulting aggregate tax burden of all proposed special taxes plus existing special taxes, *ad valorem* taxes, and assessments on the properties within the CFD, as described above.

Reasonable Basis of Apportionment

Special taxes must be allocated and apportioned on a reasonable basis to all categories and classes of property (other than exempt property) within the CFD. Exemptions from the special tax may be given to parcels which are publicly owned, are held by property owners associations, are used for a public purpose such as permanent open space or wetlands, or are affected by public utility easements making impractical their utilization for other than the purposes set forth in the easement.

Equity of Tax Allocation Formulas

It is a goal of the City that any special tax levied pursuant to the Act be allocated equitably against all similar parcels within any CFD. Towards this end, the City will engage a qualified special tax consultant to assist in the development of the rate and method of apportionment for any special tax proposed in connection with a CFD.

Rate and Method of Apportionment of Special Taxes

The Rate and Method of Apportionment ("RMA") of the special tax for any CFD shall adhere to the following requirements:

1. The RMA must be structured so as to produce special tax revenues sufficient to (a) pay scheduled debt service on all bonds issued for the CFD, (b) pay the annual cost of authorized Services, if applicable, (c) pay an amount equal to any anticipated shortfall in special tax revenues due to delinquencies or projected delinquencies in the payment of special taxes, (d) fund any amounts required to establish or replenish any reserve fund established for such bonds, (e) pay the costs of formation of the City or reimburse the City for the costs of formation of the CFD previously paid out of City funds, and (f) pay reasonable and necessary annual administrative expenses of the CFD. Additionally, the RMA may be structured so as to produce amounts sufficient to fund (a) amounts to pay directly the costs of facilities eligible to be financed by the CFD, (b) the accumulation of funds reasonably required for the payment of future debt service on bonds, (c) remarketing, credit enhancement or liquidity fees, and (d) any other costs or payments permitted by law. The special tax revenues necessary to fund all required expenses or deposits for a CFD may be referred to as the "Special Tax Requirement";
2. In any case, the RMA must be structured such that the projected maximum special tax that could be levied in any Fiscal Year would produce special tax revenues at least equal to (a) 110% of projected annual debt service on all bonds for the calendar year commencing in such Fiscal Year, plus (b) projected administrative expenses of the CFD for the calendar year commencing in such Fiscal Year;
3. An option to permit the prepayment, in whole or in part, of the special tax obligation for an individual parcel for any special tax authorized to finance facilities shall be included in the RMA for any such special tax. Such prepayment shall be permitted only if (a) the payment of all special taxes for such a parcel is current and (b) following such prepayment, the projected maximum special taxes that could be levied in any fiscal year on all remaining taxable property within the CFD will produce the special tax revenues required in paragraph 2 above. However, neither the City nor the CFD shall be obligated to pay for the cost of determining the prepayment amount, which is to be paid by the applicant;

The prepayment, in whole or in part, of the special tax obligation for any special tax authorized to be levied to finance Services shall not be permitted;

4. At its discretion, the City may permit annual escalation of the maximum special tax authorized to be levied on parcels within a CFD established for the purpose of financing facilities. Such escalation shall not exceed two percent (2%);

The City will permit annual escalation of the maximum special tax authorized to be levied on parcels within a CFD established for the purpose of financing services. Such escalation shall be determined by the application of that index determined in the sole discretion of the City to most accurately reflect the projected increase in the cost of the financing such services;

5. The RMA of a special tax authorized to finance facilities shall specify a fiscal year beyond which the special tax may not be levied on developed residential parcels. In most cases, the final fiscal year in which special taxes shall be authorized to be levied by a CFD on such developed residential parcels will be ten (10) years after the stated maturity of any bonds issued for such CFD. Such a special tax will cease to be levied when all bonds issued for the applicable CFD and the City's administrative costs have been paid; and
6. A special tax authorized to pay for services shall have no termination date unless established by the City Council.

Section 6. Terms and Conditions of Special Tax Bonds

All terms and conditions of any bonds issued by the City for any CFD, including, without limitation, the sizing, timing, term, interest rates, discount, redemption features, flow of funds, investment provisions and foreclosure covenants, shall be established by the City. The City retains the right to withhold public financing in its sole discretion. Each bond issue shall be structured to adequately protect bond owners and to avoid negatively impacting the City's access to the municipal bond market. Unless otherwise approved by the City Council, the following shall serve as minimum bond requirements:

1. A reserve fund shall be established for each bond issue to be funded out of the original proceeds of such bonds, or such lesser amount as may be required by federal tax law. A reserve fund shall be set at the lesser of the three tests:
 - a. 10% of par amount;
 - b. Maximum annual debt service, or;
 - c. 125% of average annual debt service.
2. Interest shall be capitalized for a bond issue only so long as necessary to place the special tax installments on the assessment roll; however, interest may be capitalized for a longer term to be established in the sole discretion of the City Council on a case-by-case basis, not to exceed an aggregate of 24 months;
3. In instances where multiple series of bonds are to be issued for a CFD, the City shall determine what facilities shall be financed from the proceeds of each series of such bonds;

4. The maximum special tax shall be established to assure that the annual revenue produced by levy of the maximum special tax shall be equal to at least 110% of the average annual debt service;
5. The term of any bond issue shall not exceed 30 years; and,
6. The City shall not be required or expected to make any payment of the bonds out of its general funds or other available funds. The sole source of revenue for the payment of the bonds issued for any CFD shall be the special taxes authorized to be levied within such CFD, including prepayments of such special taxes, capitalized interest, if any, moneys on deposit in the reserve fund established for such bonds, investment earnings on the proceeds of such bonds and such other funds as may be pledged to the payment of such bonds pursuant to the fiscal agent agreement or other document providing for the issuance of such bonds as approved by the City Council.

Section 7. Credit Quality Requirements for Special Tax Bonds

The City may, at its discretion, require credit enhancement in order to increase the credit quality of any bond issue. Credit enhancements may be required in additional situations where there is concentrated ownership of property within a proposed CFD, an insufficient value-to-lien ratio, a substantial amount of undeveloped property in the CFD; tax delinquencies are present on parcels within the proposed CFD; and in any other situation as required by the City. As a practical matter, such additional requirements will generally be the result of recommendations made by the City's bond counsel, financial advisor, bond underwriter, or other members of the City's financing team.

The form of credit enhancement is subject to the approval of the City and the City shall impose specific requirements (including but not limited to an absorption study or market feasibility study) with respect to such credit enhancement on a case-by-case basis.

Section 8. Minimum Value-to-Debt Ratio

The City shall comply with the provisions of Section 53345.8 of the Act or any other applicable provisions of the Act pertaining to the Minimum Value-to-Debt Ratio applicable to the issuance of the bonds of any CFD. For purposes of this section, "Minimum Value-to-Debt Ratio" means the aggregate full cash value of all of the properties within a CFD that are subject to the levy of special taxes by such CFD, as determined by the assessed value of such property for the current fiscal year or by an appraisal of the property done in accordance with the Appraisal Standards for Land Secured Financing published by the California Debt and Investment Advisory Commission (CDIAC), and in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP), or as described in Section 10 of this document, to pay debt service on the proposed issuance of bonds for such CFD, will be at least three times the sum (3:1) of (a) the proposed principal amount of such bonds and (b) the principal amount of all other bonds outstanding that are secured by a special tax levied on the taxable property within the CFD, other than the special tax authorized to be levied by the CFD or a special assessment levied on taxable property within the CFD.

Section 9. Responsible Department

The City's Finance Department, which is located at 650 N. La Cadena Drive, Colton, CA 92324 and whose telephone number is 909-370-5052, is designated as the department of the City who will serve as the administrator of any CFD Administrator and who is responsible for:

1. Preparing the annual roll of special tax obligations with respect to any CFD;
2. Providing information to interested persons regarding the current and estimated future tax liability of owners or purchasers of real property subject to the special tax lien; and
3. Furnishing notices of special tax as required by Section 53340.2 of the Act.

Subject to the policies of the City, and as permitted by applicable law, the City may obtain the assistance of a qualified consultant to perform any of the duties set forth above.

Section 10. Transparency and Notification

The City will take the following steps to ensure that prospective property purchasers are fully informed about their taxpaying obligations imposed under the Act:

1. The City will conduct all proceedings required by the Act in the manner required by the Ralph M. Brown Act (Section 54950 and following of the California Government Code);
2. The City will cause a map of the boundaries of any proposed CFD to be recorded, pursuant to Section 3111 of the California Streets and Highways Code, in the Office of the Recorder of San Bernardino County within 15 days following the adoption of a resolution of intention to form that CFD, pursuant to Section 53321 of the Act;
3. The City will give notice, pursuant to Section 53322 of the Act, prior to holding any public hearing on the establishment of a CFD;
4. The City will record a notice of special tax lien, in the form specified by Section 3114.5 of the California Streets and Highways Code, within 15 days of the City Council's determination that the requisite number of voters are in favor of the levy of a special tax in connection with a CFD. Such notice will include, among other information:
 - a. A description of the rate, method of apportionment, and manner of collection of the authorized special tax;
 - b. Information about the conditions under which the obligation to pay the special tax may be prepaid and permanently satisfied and the lien of the special tax canceled;
 - c. The name(s) of the owner(s) and the assessor's tax parcel number(s) of the real property included within this CFD and not exempt from the special tax; and

- d. The name, address and telephone number of the CFD Administrator, so they may contact the CFD administrator to obtain further information concerning the current and estimated future tax liability of owners or purchasers of real property subject to the special tax lien.
5. The City or it's designee will furnish a notice of any individual requesting the notice or any owner of property subject to a special tax, in the form set forth in Section 53340.2(c) of the Act to a special tax levied by the local agency within five working days of a request for such notice. The City Council may establish a reasonable fee for this service.

Section 11. Appraisal.

The definitions, standards and assumptions to be used in appraisals required in connection with the City's use of the Act for CFDs are as set forth in the Appraisal Standards for Land Secured Financings published by CDIAC, originally dated May 1994 and subsequently modified.

Notwithstanding the foregoing, if there is a conflict between the definitions, standards or assumptions in the CDIAC appraisal guidelines and the corresponding definitions, standards or assumptions in the Uniform Standards of Professional Appraisal Practice, USPAP shall govern.

Section 12. CFD Cost Deposits and Reimbursements

All City and consultant costs incurred in the evaluation of CFD applications and the establishment of CFDs will be paid by the applicant by advance deposit. Except for those applications for CFDs where the City is the applicant, the City shall not incur any non-reimbursable expenses for processing and administering applicant initiated CFDs. Expenses not chargeable to the CFD shall be directly borne by the applicant.

Each application for formation of a CFD shall be accompanied by an initial deposit in the amount determined by the City to fund initial staff time and consultant costs associated with CFD review and implementation. Deposit terms and conditions will be defined by a deposit and reimbursement agreement to be executed by the applicant and the City, as soon as practical after receipt of an application, with amount of deposit to be commercially reasonable. If additional funds are needed to off-set costs and expenses incurred, the City shall make written demand upon the applicant for such funds and the applicant shall comply with each demand within ten (10) business days of receipt of such notice. If the applicant fails to make any deposit of additional funds for the proceedings the City may suspend all proceedings until receipt of the additional deposit.

Deposits shall be used by the City to pay for actual costs and expenses incurred by the City relative to the proceedings, including but not limited to:

1. Legal;
2. Engineering;

3. Special Tax Consulting;
4. Financial Advisory Services;
5. Appraisal;
6. Documented City staff time, administrative costs and expenses; and,
7. Required notifications; and printing and publication of legal matters.

The City shall refund any unexpended portion of the deposits upon the following conditions:

1. The CFD is not formed;
2. Bonds are not issued and sold by the CFD;
3. The proceedings for formation of the CFD or issuance of bonds is disapproved by the City; or
4. The proceedings for formation of the CFD or issuance of bonds are abandoned in writing by the applicant.

Except as otherwise provided herein, the applicant shall be entitled to reimbursement for all reasonable costs and expenses incident to the proceedings and construction of the Public Facilities as provided under the Mello-Roos Act, provided that all such costs and expenses shall be verified by the City as a condition of reimbursement. The applicant or property owner shall not be entitled to reimbursement from bond proceeds for any of the following:

1. In-house administrative and overhead expenses incurred by the applicant, or expenses of applicant's counsel or consultants; and
2. Interest expense incurred by the applicant on moneys advanced or expended during the proceedings and construction of public facilities;

The City shall not accrue or pay any interest on any portion of the deposit refunded to the applicant or the costs and expenses reimbursed to the applicant. Neither the City nor the CFD shall be required to reimburse the applicant or property owner from any funds other than the proceeds of bonds issued by the CFD, and moneys remaining in the deposit account as provided above. Excess funds on deposit after the formation of the proposed CFD will be refunded to the depositor.

Section 13. Use of Consultants

The City shall select consultants necessary for CFD formation and bond issuance, including the underwriter(s), bond counsel, financial advisor, appraiser, market study/absorption consultant, and the special tax consultant. Prior consent of the applicant shall not be required in the determination by the City of the consulting and financing team. However, the applicant may make recommendations to the City on an advisory basis in their application.

No firm may serve as both design engineer and engineer of work and special tax consultant on the same CFD.

Section 14. Disclosure to Purchasers

Statutory requirements of disclosure to property purchasers are contained in the Mello-Roos Act, most notably, but not limited to, Sections 53328.3, 53328.5 (including the referenced sections of the California Streets and Highways Code), 53340.2 and 53341.5. The following City Policy is meant to ensure compliance with State Law.

The applicant or property owner will be required to demonstrate to the satisfaction of the City that there will be full disclosure of this and any other special tax, assessment, or other liens on individual parcels of which the seller or lessor has knowledge to existing and future property owners. In addition to all requirements of law, the City shall require the applicant to provide disclosure of such information as the City deems appropriate to the purchasers of property within the CFD, with respect to the existence of the CFD, amounts of assessments or special taxes to be levied within the CFD, and the terms and conditions of bonds issued on behalf of the CFD. Such disclosure shall take place prior to sale, and may include homebuyer notifications requiring signature prior to home sales, as well as methods to notify subsequent home purchasers.

The City will require that the applicant provide the City with copies of each and every signed disclosure within 90 days of close of escrow.

Section 15. Acquisition Provisions

The City, at its sole discretion, will determine the facilities to be acquired and the method of determining reasonable acquisition costs, which shall be set forth in the funding and acquisition agreement. This document shall be required and approved by the City Council prior to the adoption of the Resolution of Formation of the CFD. Applicable bidding and prevailing wage requirements are extensive and will be addressed during the preparation of the funding and acquisition agreement.

Section 16. Interpretation

The City Council is empowered to interpret these Goals and Policies. A finding by the City Council that a CFD conforms to the provisions of these Goals and Policies shall be conclusive evidence of such conformity.



STAFF REPORT

DATE: NOVEMBER 15, 2016
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
 FROM: BILL SMITH, CITY MANAGER *BS*
 PREPARED BY: MARK TOMICH, DEVELOPMENT SERVICES DIRECTOR *MT*
 SUBJECT: PROGRAM PARAMETERS AND TEMPLATE OPERATING COVENANT AGREEMENT: HUB CITY CENTRE SPECIFIC PLAN ECONOMIC INVESTMENT INDUCEMENT PROGRAM (“HUB CITY ECONOMIC INVESTMENT PROGRAM”)

RECOMMENDED ACTION

It is recommended that the City Council authorize staff to begin implementation of the Hub City Centre Specific Plan Economic Investment Inducement Program (“Hub Economic Investment Program”) subject to approval of each individual Operating Covenant Agreement.

BACKGROUND

The Hub City Centre Specific Plan was adopted by the City of Colton on November 21, 2014. The Specific Plan defined 416.3 acres of land generally bound by Hermosa Avenue (East), Interstate 10 Freeway (South), Sycamore Avenue (West) and San Bernardino Avenue (North). A key (and Federally required component) of the plan was the adoption of the Hub City Centre (“West Valley”) Habitat Conservation Plan (“HCP”). The HCP defined approximately fifty (50) acres of land that the City would need to acquire to provide appropriate habitat conservation land for the Delhi Sands Flower-Loving Fly. On February 2, 2015, the U.S. Fish and Wildlife Service issued its Incidental Take Permit to allow development to occur with the implementation of a mitigation fee program to fund actions to acquire, assemble and manage the City obligation to conserve and manage the habitat conservation land.

For development to occur on land impacted by the conservation area, a fee of \$41,459 per acre applies. The requirement of this fee puts the potential for economic investment in the area at a significant disadvantage over other sites both within the City of Colton and in surrounding communities.

As the City Council has expressly stated in their goals and objectives that they desire additional economic investment as a means of creating additional economic opportunities for its residents (through the generation of jobs and tax revenue) staff has been working to create the “Hub City Economic Investment Program”.

ISSUES/ANALYSIS

The Hub City Economic Investment Program, through the attached (templates) Operating Covenant Agreement provides the opportunity for economic investors to receive a reimbursement of a portion of the sales tax revenue or transient occupancy tax revenue, as

applicable, generated by that investor's business in the Hub City Center Specific Plan area for the first five years of the business' operation in consideration for the business' continued operation and creation of new part-time and full-time jobs. The purpose of this program is to encourage businesses located in the Hub City Center Specific Plan area to continue and expand operation of their businesses, thereby generating additional revenue for the City, generating new local full- and part-time jobs, and encouraging other businesses to relocation to this area.

The Hub City Economic Investment Program allows a five-year period after a business becomes operational to receive a reimbursement of a portion of the sales tax or TOT generated by the Business. In short:

1. After the development is built and a Certificate of Occupancy is issued, the five-year clock begins.
2. The Developer/Business would be eligible for a reimbursement of up to 50% of the local Sales Tax paid to the City of Colton (through the State of California Board of Equalization) (50% of 1%) or Transient Occupancy Tax (50% of 10%) paid to the City of Colton for a period of five (5) years.
3. In instances where there are multiple businesses on a single parcel, the City will determine (as an exhibit to the Operating Covenant Agreement) the proration.

It is noted that at this time, there are no pending agreements and the item before you is not an approval of a specific agreement, nor a budget allocation for same. It is simply an information item for which to determine the overall support of such program.

If the City Council is supportive of the Hub City Economic Investment Program, staff will work with the appropriate land owners, developers and businesses to make them aware of the program. If there is interest that will bring new and increased business retention, staff will take the attached template(s), amend as appropriate as to local tax source (Sales Tax or Transient Occupancy Tax) and developer/business specificity and present said Operating Covenant Agreement to the City Council for their full consideration for each revenue producing business that may benefit from the program.

FISCAL IMPACTS

There is no fiscal impact to the City of Colton based on the item presented on November 15, 2016. At such time as each specific Operating Covenant Agreement is brought forward to the City Council for their consideration, a Fiscal Impact Analysis will be presented. At no time will an Operating Covenant Agreement under this program exceed five (5) years, 50% of the local Sales or Transient Occupancy Tax received by the City.

ALTERNATIVES

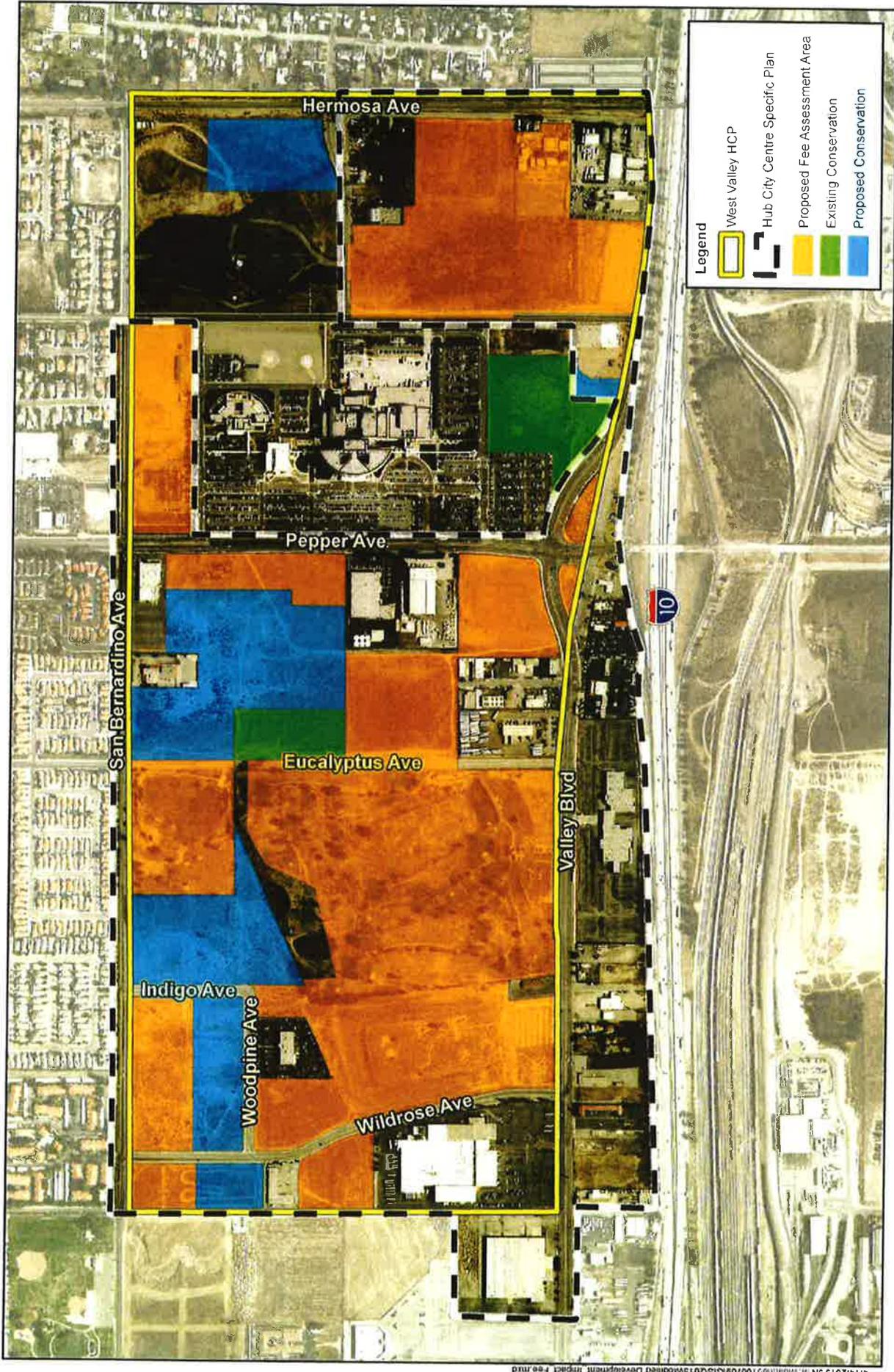
1. Provide alternative direction to staff.

ATTACHMENTS

- A. Map of West Valley Habitat Conservation Plan – Proposed Fee Assessment Area
- B. Templates Operating Covenant Agreements (Prepared by City Attorney)

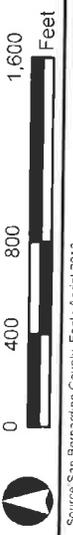
ATTACHMENT A

**West Valley Habitat Conservation Plan
Proposed Fee Assessment Area**



CITY OF COLTON
 WEST VALLEY HABITAT CONSERVATION PLAN
 HABITAT MITIGATION FEE

Proposed Fee Assessment Area



Source: San Bernardino County Eagle Aerial 2013

ATTACHMENT B

**Sales Tax and TOT Templates
Operating Covenant Agreement(s)**

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

City of Colton
650 N. La Cadena Drive
Colton , CA 92324
Attention: City Manager

APN _____

Exempt from Recording Fees per Govt. Code §27383

OPERATING COVENANT AGREEMENT

(_____)

This OPERATING COVENANT AGREEMENT (“Agreement”) is entered into by and between the CITY OF COLTON, a California municipal corporation (“City”), and _____ (“Company”). The City and Company are sometimes, individually, referred to in this Agreement as a “Party” and, collectively, as the “Parties.” The City and Company enter into this Agreement with reference to the following facts (“Recitals”):

RECITALS

A. The City adopted a business incentives program to incentivize existing businesses located in the Hub City Centre Habitat Conservation Plan area (“**HCC Area**”) to continue operating their businesses in the HCC Area for a set period of time, and to grow their full – and part-time positions during this time, in order to increase economic investment into the community through new jobs and additional tax revenue (the “**Program**”).

B. The HCC Area covers 416.3 acres of land generally bordered by Hermosa Avenue (East), Valley Boulevard (South), Sycamore Avenue (West) and San Bernardino Avenue (North) and provides protection of 57 acres of land (“**Program Area**”).

C. Company is the owner of that certain real property located at _____ in the City of Colton, County of San Bernardino, California, as legally described in Exhibit A attached to this Agreement (“Property”).

D. Company intends to operate [insert business] (“Business”) on the Property, as more particularly described in the Scope of Development set forth in Exhibit B attached to this Agreement.

E. As an incentive for operating the Business within the City, and to assist Company with costs associated with the operation of the Business, Company has requested payments from the City equal to _____ percent (____%) of all sales tax revenue generated by the Business for a period of up to _____ years, subject to the limitations set forth in this Agreement.

F. The City, in consideration of the new and additional local sales tax revenues, property taxes, employment benefits, and other tangible and intangible benefits that are expected to be received by City arising from the Business within the City, desires to provide certain payments to Company as an incentive for operating the Business within the City.

G. The operation of the Business will provide significant public benefits to the City because new additional sales tax revenues generated by such activities represent a significant source of new and additional public revenue for the City, which may be used by the City for the funding of necessary public services and facilities, including public safety services and facilities.

H. The City has further determined that the covenanted operation of the Business serves the additional public purpose of fostering a business and civic environment that may attract additional businesses and investment in the community due to the availability of the increased public and private services and economic activity resulting therefrom.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS SET FORTH IN THIS AGREEMENT, CITY AND COMPANY AGREE AS FOLLOWS:

1. **Definitions.** All initially capitalized terms used in this Agreement shall have the meanings set forth below or, if not set forth below, where such terms first appear in this Agreement.

1.1 **“BOE”** means the State of California Board of Equalization and any successor agency.

1.2 **“CEQA”** means and refers to the California Environmental Quality Act, Public Resources Code Section 21000 *et seq.*

1.3 **“Certificate of Completion”** means and refers to the written certification of the City that the Project is complete and in compliance with the terms and conditions of this Agreement, in substantially the form of Exhibit D attached to this Agreement and incorporated herein by this reference.

1.4 **“City”** means and refers to the City of Colton, a California municipal corporation.

1.5 **“City Attorney”** means and refers to the City Attorney of the City of Colton, California.

1.6 **“City Council”** means and refers to the City Council of the City of Colton, California.

1.7 **“City Manager”** means and refers to the City Manager of the City of Colton, California, or his or her designee or successor in function.

1.8 **“City Requirements”** means and refers to the City’s zoning, building and land use laws and regulations contained in the City’s ordinances, municipal code and conditions of approval.

1.9 “Company” means and refers to _____, and its successors and assigns, cumulatively.

1.10 “County” means and refers to the County of San Bernardino, California.

1.11 “Covenant Payment(s)” means and refers to payments made to Company in accordance with Section 7.3.

1.12 “Business” means and refers to [INSERT BUSINESS DESCRIPTION] operate on the Property in accordance with the terms and conditions of this Agreement, as further described in the Scope of Development.

1.13 “Business Activities” means and refers to activities of Company on the Property, over the internet, or otherwise that result in the sale or lease of any tangible personal property (including, but not limited to, new and used automobiles) through the Business where such sale or lease is subject to sales or use tax pursuant to the Sales Tax Law.

1.14 “Business Operating Year” means and refers to the twelve (12) month period starting on the Completion Date and each consecutive subsequent twelve (12) month period until the 10th anniversary of the Completion Date. Each Business Operating Year may be referred to in this Agreement in numerical succession as “Business Operating Year 1,” “Business Operating Year 2” and so on up to “Business Operating Year 10.”

1.15 “Completion Date” means and refers to the date that the Business is open to the general public, which shall occur no later than [INSERT DATE OR NUMBER OF MONTHS AFTER EFFECTIVE DATE], subject to any extensions granted pursuant to Section 6.2.

1.16 “Default” shall have the meaning ascribed to the term in Section 19 of this Agreement.

1.17 “Effective Date” shall have the meaning ascribed to the term in Section 2 of this Agreement.

1.18 “Eligibility Period” means and refers to the time period commencing on the Completion Date and ending on the earlier of: (a) the last calendar day of Business Operating Year _____; or (b) the date on which the City has made the maximum amount of Covenant Payments to Company in accordance with Section 7.3.

1.19 “Enforced Delay” means and refers to delays or defaults in performance due to war; acts of terrorism; insurrection; any form of labor dispute; lockouts; riots; floods; earthquakes; fires; acts of God or of third parties; third party litigation; acts of a public enemy including terrorist activities; referenda; acts of governmental authorities (except that the failure of the City to act as required under this Agreement shall not excuse its performance); moratoria; epidemics; quarantine restrictions; and freight embargoes.

1.20 “Entitlements” shall have the meaning ascribed to the term in Section 6.

1.21 “Environmental Laws” shall mean all Federal, State, local or City laws, rules, orders, regulations, statutes, ordinances, codes, decrees or requirements of any governmental entity in effect on or enacted after the Effective Date, regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Substance, the regulation or protection of the environment, including ambient air, soil, soil vapor, groundwater, surface water, or land use or pertaining to occupational health or industrial hygiene or occupational or environmental conditions on, under or about the Property, as now or may at any later time be in effect, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA”) [42 USC Section 9601 et seq.]; the Resource Conservation and Recovery Act of 1976 (“RCRA”) [42 USC Section 6901 et seq.]; the Clean Water Act, also known as the Federal Water Pollution Control Act (“FWPCA”) [33 USC Section 1251 et seq.]; the Toxic Substances Control Act (“TSCA”) [15 USC Section 2601 et seq.]; the Hazardous Materials Transportation Act (“HMTA”) [49 USC Section 1801 et seq.]; the Insecticide, Fungicide, Rodenticide Act [7 USC Section 6901 et seq.] the Clean Air Act [42 USC Section 7401 et seq.]; the Safe Drinking Water Act [42 USC Section 300f et seq.]; the Solid Waste Disposal Act [42 USC Section 6901 et seq.]; the Surface Mining Control and Reclamation Act [30 USC Section 101 et seq.] the Emergency Planning and Community Right to Know Act [42 USC Section 11001 et seq.]; the Occupational Safety and Health Act [29 USC Section 655 and 657]; the California Underground Storage of Hazardous Substances Act [California Health & Safety Code Section 25288 et seq.]; the California Hazardous Substances Account Act [California Health & Safety Code Section 25300 et seq.]; the California Safe Drinking Water and Toxic Enforcement Act [California Health & Safety Code Section 24249.5 et seq.]; or the Porter-Cologne Water Quality Act [California Water Code Section 13000 et seq.]; together with any regulations promulgated under the authorities referenced in this Section 1.21.

1.22 “Equity Interest” means and refers to all or any part of any equity or ownership interest(s) (whether stock, partnership interest, beneficial interest in a trust, membership interest in a limited liability company, or other interest of an ownership or equity nature) in any entity, at any tier of ownership, that directly owns or holds any ownership or equity interest in a Person.

1.23 “Federal” means and refers to the federal government of the United States of America.

1.24 “Hazardous Substances” shall mean any flammable substance, explosive, radioactive material, asbestos, asbestos-containing material, polychlorinated biphenyl, chemical known to cause cancer or reproductive toxicity, pollutant, contaminant, hazardous waste, medical wastes, toxic substance or related material, explosive, petroleum, petroleum product or any “hazardous” or “toxic” material, substance or waste that is defined by those or similar terms or is regulated as such under any Law, including any material, substance or waste that is: (a) defined as a “hazardous substance” under Section 311 of the Water Pollution Control Act (33 U.S.C. § 1317), as amended; (b) designated as “hazardous substances” pursuant to 33 U.S.C. § 1321 ; (c) defined as a “hazardous waste” under Section 1004 of the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 , et seq., as amended; (d) defined as a “hazardous substance” or “hazardous waste” under Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Reauthorization Act of 1986, 42 U.S.C. § 9601 , et seq., or any so-called “superfund” or “superlien” law; (e) defined as a “pollutant” or “contaminant” under 42 U.S.C. § 9601(33) ; (f)

defined as “hazardous waste” under 40 C.F.R. Part 260; (g) defined as a “hazardous chemical” under 29 C.F.R. Part 1910; (h) any matter within the definition of “hazardous substance” set forth in 15 U.S.C. § 1262 ; (i) any matter, waste or substance regulated under the Toxic Substances Control Act (“TSCA”) [15 U.S.C. Sections 2601, et seq.]; (j) any matter, waste or substance regulated under the Hazardous Materials Transportation Act, 49 U.S.C. Sections 1801 , et seq.; (k) those substances listed in the United States Department of Transportation (DOT)Table [49 C.F.R. 172.101]; (l) any matter, waste or substances designated by the EPA, or any successor authority, as a hazardous substance [40 C.F.R. Part 302]; (m) defined as “hazardous waste” in Section 25117 of the California Health and Safety Code; (n) defined as a “hazardous substance” in Section 25316 of the California Health and Safety Code; (o) that is subject to any other Law regulating, relating to or imposing obligations, liability or standards of conduct concerning protection of human health, plant life, animal life, natural resources, property or the enjoyment of life or property free from the presence in the environment of any solid, liquid, gas, odor or any form of energy from whatever source; or (p) that is or becomes regulated or classified as hazardous or toxic under Law or in the regulations adopted pursuant to Law.

1.25 “Law” means every law, ordinance, requirement, order, proclamation, directive, rule or regulation of any Federal, State or local government applicable to the Property or the Project in any way, including relating to any development, renovation, construction, use, maintenance, taxation, operation, occupancy of or environmental conditions affecting the Property or the Project, or relating to any taxes, or otherwise relating to this Agreement or any Party’s rights, obligations or remedies under this Agreement, or any Transfer of any of the foregoing, whether in force on the Effective Date or passed, enacted, modified, amended or imposed at some later time, subject in all cases, however, to any applicable waiver, variance or exemption.

1.26 “Local Sales Tax Revenues” means the net Sales Tax actually received by the City from the BOE pursuant to the application of the Sales Tax Law (as such statutes may hereafter be amended, substituted, replaced, re-numbered, moved or modified by any successor law) attributable to the Business in a particular Business Operating Year. Local Sales Tax Revenues shall not include: (i) Penalty Assessments; (ii) any Sales Tax levied by, collected for or allocated to the State of California, the County of San Bernardino, or a district or any entity (including an allocation to a statewide or countywide pool) other than City; (iii) any administrative fee charged by the BOE; (iv) any Sales Tax subject to any sharing, rebate, offset or other charge imposed pursuant to any applicable provision of federal, state or local (except City’s) law, rule or regulation; (v) any Sales Tax attributable to any transaction not consummated within the Eligibility Period; or (vi) any Sales Tax (or other funds measured by Sales Tax) required by the State of California to be paid over to another public entity (including the State) or set aside and/or pledged to a specific use other than for deposit into or payment from the City’s general fund.

1.27 “Maintenance Deficiency” means and refers to an occurrence of an adverse condition on any area of the Property that is subject to public view in contravention of the general maintenance standard described in Section 10.

1.28 “Negotiation Period” means and refers to a period of no less than thirty (30) calendar days.

1.29 “**Notice of Appeal**” shall have the meaning ascribed to the term in Section 7.6.

1.30 “**Notice of Determination**” shall have the meaning ascribed to the term in Section 7.5.

1.31 “**Penalty Assessments**” means and refers to penalties, assessments, collection costs and other costs, fees or charges resulting from late or underpaid payments of Sales Tax and which are levied, assessed or otherwise collected from Company.

1.32 “**Person**” means and refers to any association, corporation, governmental entity or agency, individual, joint venture, joint-stock company, limited liability company, partnership, trust, unincorporated organization or other entity of any kind.

1.33 “**Prohibited Financial Assistance**” means and refers to any direct or indirect payment, subsidy, rebate or other similar or dissimilar monetary or nonmonetary benefit, including, without implied limitation, payment of land subsidies, relocation expenses, financial incentives, public financing, property or sales tax relief or rebates, relief from public improvement obligations, and payment for public improvements to or for the benefit of Company by any public or private person or entity.

1.34 “**Project**” means and refers to [INSERT DESCRIPTION OF PROJECT], as further described in the Scope of Development attached hereto as Exhibit B.

1.35 “**Property**” means and refers to that certain real property located at _____ in the City of Colton, County of San Bernardino, California and legally described in Exhibit A attached hereto.

1.36 “**Recorded, record or recordation**” mean the recordation of the specified document(s) in the official records of the Recorder of the County of San Bernardino, California.

1.37 “**Sales Tax**” means and refers to all sales and use taxes levied under the authority of the Sales Tax Law attributable to the Business, excluding that which is to be refunded to Company because of an overpayment of such tax.

1.38 “**Sales Tax Law**” means and refers to: (a) California Revenue and Taxation Code Section 7200 *et seq.*, and any successor law thereto; (b) any legislation allowing City or other public agency with jurisdiction in City to levy any form of local Sales Tax on the operations of Company; and (c) regulations of the BOE and other binding rulings and interpretations relating to (a) and (b) of this Section 1.38.

1.39 “**Schedule of Performance**” means and refers to the schedule for the performance of certain actions by the City or Company, pursuant to this Agreement, attached to this Agreement as Exhibit C and incorporated herein by this reference.

1.40 “**Scope of Development**” means and refers to the detailed description of the primary elements of the Project attached to this Agreement as Exhibit B and incorporated herein by this reference.

1.41 “State” means and refers to the State of California.

1.42 “Term” means and refers to the period of ten (10) years commencing on the Completion Date and ending on the last calendar day of Business Operating Year 10.

1.43 “Transfer” means and refers to, regarding any property, right or obligation, any of the following, whether by operation of law or otherwise, whether voluntary or involuntary and whether direct or indirect: (a) any assignment, conveyance, grant, hypothecation, mortgage, pledge, sale, or other transfer, whether direct or indirect, of all or any part of such property, right or obligation, or of any legal, beneficial, or equitable interest or estate in such property, right or obligation or any part of it (including the grant of any easement, lien, or other encumbrance); (b) any conversion, exchange, issuance, modification, reallocation, sale, or other transfer of any Equity Interest(s) in the owner of such property, right or obligation by the holders of such Equity Interest(s); or (c) any transaction that is in substance equivalent to any of the foregoing. A transaction affecting Equity Interests, as referred to in clauses “(b)” or “(c)” of this Section 1.43, shall be deemed a Transfer by Company, even though Company is not technically the transferor. A “Transfer” shall not, however, include any of the following (provided that the other Party has received written notice of such occurrence) relating to the Property or any Equity Interest: (i) a mere change in form of ownership with no material change in beneficial ownership and constitutes a tax-free transaction under Federal income tax law and the State real estate transfer tax law; (ii) a conveyance only to member(s) of the immediate family(ies) of the transferor(s) or trusts for their benefit; or (iii) a conveyance only to any Person that, as of the Effective Date, holds an Equity Interest in the entity whose Equity Interest is being transferred.

2. Effective Date of this Agreement. This Agreement is dated as of the date first written above for reference purposes only. This Agreement will not become binding on either of the Parties unless and until the first date on which all of the following occur, if at all (“Effective Date”):

2.1 Company has approved this Agreement, this Agreement has been signed by Company’s duly authorized representative(s), and Company has delivered three (3) signed originals of this Agreement to the City; and

2.2 This Agreement is approved by the City Council of the City at a public meeting of the City.

3. Representations and Warranties of the City.

3.1 The City represents and warrants to Company that, to the City’s actual current knowledge:

(a) The City’s entry into this Agreement and/or the performance of the City’s obligations under this Agreement does not violate any contract or agreement to which the City is a party;

(b) There are no pending claims or lawsuits against the City that will delay or prevent the performance of the City’s obligations under this Agreement; and

3.2 The representations and warranties of the City set forth in Section 3.1 are material consideration to Company and the City acknowledges that Company is relying upon the representations of the City set forth in Section 3.1 in undertaking its obligations under this Agreement.

3.3 As used in this Agreement, the term “City’s actual current knowledge” shall mean, and shall be limited to, the actual current knowledge of William R. Smith (City Manager) as of the Effective Date, without having undertaken any independent inquiry or investigation for the purposes of making such representation or warranty and without any duty of inquiry or investigation.

4. Representations and Warranties of Company.

4.1 Company represents and warrants to the City that, to Company’s actual current knowledge:

(a) Company is a duly formed [INSERT TYPE OF ENTITY], organized, qualified and in good standing to do business in the State of California and in the City;

(b) The individual(s) executing this Agreement on behalf of Company is/are authorized to execute this Agreement on behalf of Company;

(c) Company’s entry into this Agreement and/or the performance of Company’s obligations under this Agreement do not violate any contract, agreement or other legal obligation of Company;

(d) Company’s entry into this Agreement and/or the performance of Company’s obligations under this Agreement does not constitute a violation of any state or federal statute or judicial decision to which Company is subject;

(e) There are no pending lawsuits or other actions or proceedings which would delay, prevent or impair the timely performance of Company’s obligations under this Agreement; and

(f) Company has the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated by this Agreement, and the execution, delivery and performance of this Agreement have been duly authorized by Company and no other action by Company is requisite to the valid and binding execution, delivery and performance of this Agreement, except as otherwise expressly set forth in this Agreement.

4.2 The representations and warranties of Company set forth in Section 4.1 are material consideration to the City and Company acknowledges that the City is relying upon the representations of Company set forth in Section 4.1 in undertaking its obligations under this Agreement.

4.3 As used in this Agreement, the term “Company’s actual current knowledge” shall mean, and shall be limited to, the actual current knowledge of _____, as of the date of the making of the representation or warranty, without having undertaken any

independent inquiry or investigation for the purpose of making such representation or warranty and without any duty of inquiry or investigation.

5. Restrictions on Assignment or Transfer of this Agreement, the Property and the Business. Company shall not sell, assign, convey, create any trust estate with respect to or otherwise transfer, assign or encumber any of their rights or interests in this Agreement, the Property, or the Business without the prior written consent of the City and unless the transferee is another legal entity that Company has the right to control by ownership (controlling interest) or contract. The City's approval of any such transfer shall not be unreasonably withheld, delayed or conditioned. In deciding to give or withhold its approval, the City may consider the extent or strength of ownership or contractual control Company has over the legal entity, the financial strength of the proposed transferee and the demonstrated experience and qualifications of the proposed transferee and its senior management personnel to undertake and faithfully carry out the assigned rights and obligations.

6. Company's Covenant to Undertake the Project. Company covenants and agrees for itself, its successors and assigns, for the sole and exclusive benefit of the City that Company shall obtain all necessary City and other governmental approvals and entitlements for the the Project (collectively, "Entitlements"), and that promptly following receipt of all such Entitlements, Company shall carry out the Project in accordance with the Schedule of Performance and, thereafter, shall diligently proceed to complete the Project, in a good and workmanlike manner in accordance with the approved plans, specifications and conditions for the Project approved by the City. The Project shall be completed in conformity with all applicable laws, the Scope of Development and the Schedule of Performance, and any and all other plans, specifications and similar development documents required by this Agreement. The covenants of this Section 6 shall run with the land of the Property, until the date on which Certificates of Completion for the Project are recorded.

6.1 Recordation of Agreement. After this Agreement has been recorded against the Property, the City shall have received a conformed copy thereof showing all recording information, and the City shall have been provided evidence reasonably acceptable to it that the Agreement occupies a recorded priority position senior to all other non-statutory liens and encumbrances against the Property.

6.2 Completion of Project. Company shall complete the Project by the Completion Date. The City acting by and through its City Manager in his/her sole discretion may extend the Completion Date for up to an additional sixty (60) calendar days. Company shall, promptly upon completion of the Project, cause the Project to be inspected by each governmental body with jurisdiction over the Property and the Project, shall correct any defects and deficiencies that may be disclosed by any such inspection and shall cause to be duly issued all occupancy certificates and other licenses, permits and authorizations necessary for the operation and occupancy of the completed the Project. Company shall do and perform all of the foregoing acts and things and cause to be issued and executed all such occupancy certificates or permit approvals, licenses and authorizations on or before the Completion Date. After commencement of the Project, Company shall not permit the Project to cease or be suspended for a time period in excess of thirty (30) calendar days, either consecutively or in the aggregate, for any reason other than as a result of an Enforced Delay.

6.3 Compliance with Laws; Environmental Laws; Hazardous Substances. All work performed in connection with the Project shall comply with all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies now in force or which may be enacted or amended hereafter (including but not limited to CEQA), and with all applicable directions, rules and regulations of the fire department, health department, building department or other departments of every governmental agency now having or hereafter acquiring jurisdiction over the Property or construction or operation of the Project. Company shall be responsible for: (a) cleaning-up, removing or disposing of any and all Hazardous Substances located on, under or about the Property in accordance with all applicable Environmental Laws; and (b) paying all costs and expenses associate with or related to such clean-up, removal or disposal.

6.4 Project Costs and Charges to be Paid by Company. Company and the City agree that the City shall not provide any financial assistance to Company in connection with the Project. Company shall be solely responsible for paying for the costs of all demolition, design work, construction, labor, materials, relocation costs, fees and permit expenses related to or associated with the Project. Company shall pay any and all fees pertaining to the review and approval of the Project by the City and any other governmental bodies and utility service providers, including the cost and preparation of all required construction, planning and other documents reasonably required by governmental bodies pertinent to the Project on the Property including, but not limited to, specifications, drawings, plans, maps, permit applications, land use applications, zoning applications, environmental review and disclosure documents and design review documents. Company shall pay for any and all costs, including, but not limited to, the costs of design, construction, relocation and securing of permits for sewer or utility improvements and connections, that may be required in the Project, whether located on or off of the Property. Company shall obtain any and all necessary approvals, prior to the commencement of applicable portions of said construction.

6.5 Project Subject to City Regulatory Approval. The City Requirements shall be applicable to the Project on the Property by Company, pursuant to this Agreement. Company acknowledges that all plans and specifications and any changes to plans and specifications for the Project on the Property shall be subject to the City Requirements. No action by the City with reference to this Agreement or related documents shall be deemed to constitute a waiver of any City Requirements regarding the Property, the Project, the Business, Company, any successor-in-interest of Company or any successors-in-interest to the Property. The City Requirements may only be changed or waived by modification or variance approved by the City and consistent with this Agreement. Notwithstanding any provision to the contrary in this Agreement, Company agrees to accept and comply fully with any and all reasonable and lawful conditions of approval applicable to all approvals, permits and other governmental actions or Entitlements regarding the the Project on the Property, consistent with the Scope of Development and this Agreement. Company shall prepare and submit a complete development application and any other required application or document (including, without limitation, deposit, fund or surety) for the Project, pursuant to the requirements of the City and consistent with the Scope of Development, to the City, within the time period(s) for such actions set forth in the Schedule of Performance.

6.6 Company Attendance at City Meetings. Company agrees to have one (1) or more of its employees or consultants who are knowledgeable regarding this Agreement and the

Project, such that these person(s) can meaningfully respond to the City's questions regarding the progress of the Project, attend meetings of the City Council, when requested to do so by City staff.

6.7 City Right to Inspect Project and Property. For purposes of this Agreement, officers, employees, agents or representatives of the City shall have the right of reasonable access to the Property, without the payment of charges or fees, during normal construction hours, during the period of construction of the Project. Such officers, employees, agents or representatives of the City shall be those persons who are designated by the City Manager. Any and all officers, employees, agents or representatives of the City who enter the Property for purposes of this Agreement shall identify themselves at the construction management office or apparent on the Property, upon their entrance on to the Property. Company shall make a representative of Company available for this purpose at all times during normal construction hours, upon reasonable notice from the City. The City shall indemnify and hold Company harmless from injury, property damage or liability arising out of the exercise by the City of the right of access to the Property provided in this Section 6.7, other than injury, property damage or liability arising from the negligence or willful misconduct of Company or its officers, agents or employees. The City shall inspect relevant portions of the Property, prior to issuing any written statements reflecting adversely on Company's compliance with the terms and conditions of this Agreement pertaining to the Project on the Property. If in the City's reasonable judgment it is necessary, the City shall have the further right, from time to time, to retain a consultant or consultants to inspect the work and verify compliance by Company with the provisions of this Agreement. Company understands and agrees that any such City inspections are for the sole purpose of protecting the City's rights under this Agreement, are made solely for the City's benefit, that the City's inspections may be general in nature, and are for the purposes of informing the City of the progress of the Project on the Property and the conformity of the Project with the terms and conditions of this Agreement, and that Company shall not be entitled to rely on any such inspection(s) as constituting the City's approval, satisfaction or acceptance of any materials, workmanship, conformity of the Project with this Agreement or otherwise. Company agrees to make its own regular inspections of the work of construction of the Project to determine that the quality of the Project and all other requirements of the work of construction of the Project are being performed in a manner satisfactory to Company. Company also agrees to immediately notify the City in writing should Company's inspections show any matters that will prevent the Project from being completed by the Completion Date. Without limiting the foregoing, Company shall permit the City to examine and copy all books and account records and other papers relating to the Property and the construction of the Project. Company will use commercially reasonable efforts to cause all contractors, subcontractors and materialmen to cooperate with the City to enable such examination.

6.8 Certificate of Completion.

(a) Following the completion of construction of the Project, excluding any normal and minor building "punch-list" items to be completed by Company, and written request from Company for issuance of a Certificate of Completion for the Project, the City shall inspect the Project to determine whether or not the Project has been completed in compliance with this Agreement. If the City determines that the Project is complete and in compliance with this Agreement, the City shall furnish Company with a Certificate of Completion for the Project,

executed in recordable form. If the City determines that the Project is not in compliance with this Agreement, the City shall send written notice of each non-conformity to Company.

(b) A Certificate of Completion shall be evidence of the City's conclusive determination of satisfactory completion of the Project, pursuant to the terms of this Agreement. After the recordation of Certificates of Completion for the Project, any person then owning or thereafter purchasing, leasing or otherwise acquiring any interest in the Property shall not (because of such ownership, purchase, lease or acquisition) incur any obligation or liability under this Agreement regarding construction or installation of the Project, except that such person shall be bound by any reservations, covenants, conditions, restrictions and other interests recorded against the Property pursuant to this Agreement.

(c) If the City fails or refuses to issue a Certificate of Completion pursuant to Section 6.8(a) after written request from Company, the City shall, within fifteen (15) calendar days of Company's written request or within seven (7) calendar days after the next regular meeting of the City Council, whichever date occurs later, provide Company with a written statement setting forth the reasons for the City's failure or refusal to issue a Certificate of Completion. The statement shall also contain the City's opinion of the action(s) Company must take to obtain a Certificate of Completion from the City. If the reason for such refusal is confined to the immediate unavailability of specific items or materials for construction or landscaping at a price reasonably acceptable to Company or other minor building "punch-list" items, the City may issue its Certificate of Completion upon the posting of a bond or irrevocable standby letter of credit by Company in a form reasonably acceptable to the City in an amount representing the fair value of the work not yet completed, as reasonably determined by the City. If the City fails to provide such written statement, within the foregoing time period, Company shall be deemed conclusively and without further action of the City to have satisfied the requirements of this Agreement with respect to the Project, as if a Certificate of Completion had been issued by the City pursuant to this Agreement.

(d) A Certificate of Completion shall not constitute evidence of compliance with or satisfaction of any obligation of Company to any holder of a mortgage, or any insurer of a mortgage securing money loaned to finance the Project, or any part thereof. A Certificate of Completion shall not be deemed to constitute a notice of completion under California Civil Code Section 3093, nor shall it act to terminate the continuing covenants, restrictions or conditions subsequent contained in any instruments recorded against the Property pursuant to this Agreement. A Certificate of Completion is not evidence of the compliance of the Project with any City Requirements or any laws or regulations of a governmental entity with jurisdiction over the Property.

6.9 No Foreclosure by Senior Lienholders. Mortgages, deeds of trust, or any other form of lien required for any reasonable method of financing the construction of the Project on the Property are permitted, however, the City's rights under this Agreement shall be senior to any and all such forms of lien. Company shall notify the City in writing in advance of any mortgage, deed of trust, or other form of lien for financing if Company proposes to enter into the same before the recordation of Certificates of Completion for the entire Project. The words "mortgage" and "deed of trust" as used herein shall be deemed to include all customary and appropriate modes of financing real estate construction and land development.

6.10 Agreement Contingent on Business Construction. This Agreement is contingent on the completed construction of the Project and issuance of Certificate(s) of Completion for the entire Project.

7. Company's Covenant Regarding the Opening and Operation the Business. Company covenants to the City to open the Business to the public in accordance with the Schedule of Performance and to continuously operate the Business on the Property throughout the entirety of the Term. For purposes of this Section 7 "continuously operate" means not ceasing operation for a time period in excess of ninety (90) consecutive calendar days.

7.1 Designation of City as Point of Sale. Company shall designate the City as the "point of sale" in all reports to the BOE for all Business Activities. Company shall, for the full Term, at its sole cost and expense, maintain all permits, contractual arrangements, licenses, and registrations necessary for it to lawfully conduct the Business Activities and to designate the City as the "point of sale" in all reports and returns submitted to the BOE regarding the Business Activities by the Business. The provisions of this Section 7.1 shall survive any Default by Company.

7.2 Company Sales Tax Information. Company acknowledges and agrees that the sales and use tax reporting and payment information related to sales and use taxes attributable to Business Activities by the Business may become a public record as a result of the covenants of Company contained in Section 7.1 and the Covenant Payments to be made by the City to Company (as further described in Section 7.3). Company hereby authorizes the City to use the sales and use tax reporting and payment information related to the Business Activities by the Business to allow the City to perform its obligations under this Agreement and to disclose such information when, in the City Attorney's reasonable opinion, such disclosure is required by law.

7.3 City's Covenant Payment to Company. In consideration of Company's performance of its obligations set forth in this Agreement, and subject to satisfaction of all conditions precedent thereto, the City shall, for each Business Operating Year during the Eligibility Period that the City receives Local Sales Tax Revenues, pay to Company an amount equal to the sum of _____ percent (____%) of the Local Sales Tax Revenues received by the City ("Covenant Payment"). Notwithstanding any other provision of this Agreement, the cumulative total of any and all Covenant Payments paid by the City pursuant to this Agreement shall not exceed _____ Dollars (\$_____).

7.4 State of California Legislation Impact on Covenant Payment. Company acknowledges that the State of California legislature has in the past adopted certain legislation which diverted to the State of California a portion of the Local Sales Tax Revenues which were otherwise be payable to the City. Company acknowledges that it is possible that the State of California legislature may enact similar legislation in the future which would cause a corresponding reduction of and/or delay in the payment of the Local Sales Tax Revenues and that such reduction will cause Company a corresponding reduction and/or delay in the payment of the Covenant Payments due to Company during such time as such legislation is in effect. Furthermore, Company acknowledges that it is possible that the legislation described above, or some variant thereof, may be enacted and effective during one or more subsequent times during the Eligibility Period and may materially and negatively impact the amount of Local Sales Tax

Revenues and, accordingly, the Covenant Payments. The City does not make any representation, warranty or commitment concerning the future actions of the State of California legislature with respect to the allocation of Local Sales Tax Revenues to the City. Company agrees that they are undertaking their obligations under this Agreement after having considered, and is expressly assuming the risk of, the possibility of the enactment of future legislation. The City acknowledges that the State of California legislature may provide for the payment to City of other revenues for the purpose of offsetting any losses in Local Sales Tax Revenues resulting from the enactment of legislation of the type described in the immediately preceding paragraph. City agrees that, should the California legislature provide for such offsetting revenues, then for purposes of this Agreement and the computation of any Covenant Payments which may become due to Company hereunder, City shall treat any such offsetting revenues which are: (a) indexed to Sales Tax and offset the loss of Sales Tax revenues to the City on a dollar for dollar basis; (b) actually received by the City; and (c) not subject to any restrictions on use beyond those which are otherwise generally applicable to sales tax revenues received by California municipalities, to be Local Sales Tax Revenues within the meaning of this Agreement.

7.5 City’s Notice of Determination of Business Operating Year Local Sales Tax Revenues and Covenant Payment. Within one hundred twenty (120) calendar days following a Business Operating Year within the Eligibility Period, the City will determine the Local Sales Tax Revenues applicable to that Business Operating Year and send the Covenant Payment due for that Business Operating Year to Company (“**Notice of Determination**”).

7.6 Company’s Notice of Appeal; Negotiation Period. Notwithstanding any other provision of law, including, without implied limitation, any statutes of limitation provided therefore in the California Government Code or the California Code of Civil Procedure, the City’s determination of each Covenant Payment shall be deemed final, conclusive, and non-appealable unless, within sixty (60) calendar days from the receipt of the Covenant Payment by Company, Company notifies the City in writing that Company appeals the Covenant Payment, which notice must specifically identify the matter appealed and all of the bases for such appeal and include the following documentation: (i) certified copies of quarterly reports to the BOE which set forth the amount of sales tax paid to the BOE during the Business Operating Year in connection with Business Activities; (ii) any and all bills, invoices, schedules, vouchers, statements, receipts, cancelled checks, and any other documents evidencing the amount of sales tax paid by Company during such Business Operating Year; and (iii) any and all invoices, and inventory records for such Business Operating Year, certified as accurate and complete by an authorized official of the party submitting such records (“**Notice of Appeal**”). Any Covenant Payment that is not appealed in the manner and within the time limits set forth above, shall be final and conclusive as against Company and all others claiming by or through Company. The provisions of this Section 7.6 shall be strictly construed and Company waives, to the maximum legal extent, any statutory or judicially created right to institute any administrative or judicial proceeding to contest any matter set forth in a Notice of Appeal that is not timely appealed in strict accordance with this Section 7.6. If Company files a timely Notice of Appeal with the City, the City and Company shall negotiate in good faith to resolve their dispute for a Negotiation Period. If, by the end of the Negotiation Period, the City and Company are unable to resolve the dispute set forth in the Notice of Appeal, each of them may exercise any judicial remedy available to them pursuant to this Agreement for the resolution of such dispute; provided, however, that any provision of law to the contrary notwithstanding, such judicial

remedy must be instituted (defined as the filing of an action in a court of competent jurisdiction in strict accordance with the terms of this Agreement) within one hundred twenty (120) calendar days following the end of the Negotiation Period or be barred forever. In connection therewith, the City and Company irrevocably consent to the appointment of a referee to resolve such dispute in accordance with California Code of Civil Procedure Section 638, et seq., and to pay equal amounts of the cost of such referee.

7.7 No Accrual of Interest for Disputed Covenant Payment(s). The City and Company agree that any disputed amount shall not accrue interest during the pendency of any Negotiation Period or subsequent legal proceeding (including any appeals filed in connection therewith), unless the court makes a determination upon recommendation of the referee that the City acted in bad faith with regard to the dispute, in which case, any amount ultimately adjudged to be owing by the City shall be deemed to have accrued interest at the rate of six percent (6%) simple interest per annum, commencing on the ninetieth (90th) calendar day following the end of the Negotiation Period and continuing thereafter until paid. Company hereby waives, to the maximum legal extent, the right to the imposition of any different rate of interest in accordance with any provision of law.

7.8 Covenant Payment Paid From Any Source of City Funds. Any Covenant Payment due under Section 7.3 may be payable from any source of any funds of the City legally available for such purpose. The City covenants to reasonably consider such actions as may be necessary to include all payments owed hereunder in each of its annual budgets during the Eligibility Period and to reasonably consider the necessary annual budgetary appropriations for all such payments.

7.9 Making Covenant Payment Is A Contingent Obligation of City. The City's obligations under Section 7.3 are contingent on a fiscal year to fiscal year basis and, for each Business Operating Year within the Eligibility Period, the City's obligations to make any payments to Company under this Agreement are expressly contingent upon Company, for the entirety of such Business Operating Year, completely fulfilling its material obligations under this Agreement. If for any reason Company fails to authorize the release or use of all or any part of sales tax information regarding the Business in a manner satisfactory to the BOE or provide any information reasonably required by the City to perform the City's obligations under this Agreement, or if all or any part of the sales tax information of Company is unavailable to the City or the City is not legally authorized to use such information for the purposes of performing its obligations under this Agreement, the Covenant Payment shall be based solely upon the information so received, if any.

7.10 BOE Determination of Improperly Allocated Local Sales Tax Revenues. If, at any time during or after the Eligibility Period of this Agreement, the BOE determines that all or any portion of the Local Sales Tax Revenues received by the City were improperly allocated and/or paid to the City, and if the BOE requires repayment of, offsets against future sales tax payments, or otherwise recaptures from the City those improperly allocated and/or paid Local Sales Tax Revenues, then Company shall, within thirty (30) calendar days after written demand from the City, repay all Covenant Payments (or applicable portions thereof) theretofore paid to Company which are attributable to such repaid, offset or recaptured Local Sales Tax Revenues. If Company fails to make such repayment within thirty (30) calendar days after the City's written

demand, then Company shall be in breach of this Agreement and such obligation shall accrue interest from the date of the City's original written demand at the then-maximum legal rate imposed by the California Code of Civil Procedure on prejudgment monetary obligations, compounded monthly, until paid. This Section 7.10 shall survive the expiration or termination of this Agreement.

7.11 Covenants Run With the Property. The covenants of this Section 7 shall run with the Property and shall remain in effect at all times during the Term.

8. Company's Covenant Not To Accept Prohibited Financial Assistance. Company covenants to the City that during the Term, Company will not directly or indirectly solicit, accept or enter into any agreement concerning any Prohibited Financial Assistance from any other public or private person or entity, to the extent such Prohibited Financial Assistance is given for the purpose of causing or would result in: (i) the relocation of the point of sale for Business Activities from the City, (ii) a material (i.e., five percent (5%) or greater) reduction in the amount of Local Sales Tax Revenues which would be generated from the Business Activities in the absence of such an agreement, or (iii) any event of default by Company. The covenants of this Section 8 shall run with the Property and shall remain in effect at all times during the Term.

9. Company's Covenant To Maintain the Property on Tax Rolls During the Term. Company covenants to the City to maintain the Property on the County of San Bernardino, California, secured real property tax rolls throughout the Term.

9.1 During the Term, Company, and its successors and assigns, covenants and agrees to pay all property tax bills with respect to the Property and all improvements thereon on or before the last calendar day for the timely payment of each property tax installment on each December 10 and April 10, and to timely pay all supplemental tax bills regarding such property issued by the County of San Bernardino, California.

9.2 The covenants of this Section 9 shall run with the Property and shall remain in effect for the Term.

10. Company's Covenant to Maintain the Property in Good Condition. Company covenants to the City that it shall maintain areas of the Property that are subject to public view (including all existing improvements, paving, walkways, landscaping, exterior signage and ornamentation) in good repair and a neat, clean and orderly condition, ordinary wear and tear excepted. If, at any time during the Term, there is a Maintenance Deficiency, then the City may notify Company in writing of the Maintenance Deficiency. If Company fails to cure or commence and diligently pursue to cure the Maintenance Deficiency within thirty (30) calendar days of receipt of notice of the Maintenance Deficiency, the City may conduct a public hearing, following transmittal of written notice of the hearing to Company, at least, ten (10) calendar days prior to the scheduled date of such public hearing, to verify whether a Maintenance Deficiency exists and whether Company has failed to comply with the provisions of this Section 10. If, upon the conclusion of the public hearing, the City finds that a Maintenance Deficiency exists and that there appears to be non-compliance with the general maintenance standard described above, the City shall have the right to enter the Property and perform all acts necessary to cure the Maintenance Deficiency, or to take any other action at law or in equity that may then be available to the City to accomplish the abatement of the Maintenance Deficiency.

10.1 Graffiti, as this term is defined in California Government Code Section 38772, that has been applied to any exterior surface of a structure or improvement on the Property that is visible from any public right-of-way adjacent or contiguous to the Property, shall be removed by Company by either painting over the evidence of such vandalism with a paint that has been color-matched to the surface on which the paint is applied, or graffiti may be removed with solvents, detergents or water, as appropriate. If any such graffiti is not removed within two (2) business days following the time of the discovery of the graffiti, the City shall have the right to enter the Property and remove the graffiti, without notice.

10.2 The City and Company further mutually understand and agree that the rights conferred upon the City under Section 10 expressly include the power to establish and enforce a lien or other encumbrance against the Property (individually or collectively), or any portion thereof, in the manner provided under California Civil Code Sections 2924, 2924b and 2924c in an amount reasonably necessary to restore the Property to the maintenance standard required under Section 10, including the reasonable attorneys' fees and costs of the City associated with the abatement of the Maintenance Deficiency or removal of graffiti. For the purposes of the preceding sentence the words "reasonable attorneys' fees and costs of the City" mean and refer to the salaries, benefits and costs of the City Attorney and the lawyers employed in the office of the City Attorney. Nothing in Section 10 shall be deemed to preclude Company from making any alteration, addition, or other change to any structure or improvement or landscaping on the Property, provided that such changes comply with applicable City Requirements.

10.3 The covenants of this Section 10 shall run with the Property and shall remain in effect for the Term.

11. Company's Covenant to Use Property In Accordance With Agreement. Company covenants and agrees for itself, its successors and assigns and all voluntary and involuntary successors in interest to the Property or any part thereof, that the Property shall, for the full Term of this Agreement, be put to no use other than the Project and operation of the Business Activities. The covenant of this Section 11 shall run with the interest in the Property and shall remain in effect for the Term.

12. Company's Covenant Not to Discriminate. Company covenants by and for itself, himself or herself, its, his or her heirs, executors, administrators, and assigns, and all Persons claiming under or through it, him or her, and this Agreement is made and accepted upon and subject to the following conditions:

12.1 Standards. That there shall be no discrimination against or segregation of any Person or group of Persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the Property nor shall Company, itself, himself or herself, or any Person claiming under or through it, him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the Property.

13. Payment of Prevailing Wages.

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13.1 Company acknowledges that the City has made no representation, express or implied, to Company or any person associated with Company regarding whether or not laborers employed relative to the construction and installation of improvements on the Property, if any, must be paid the prevailing per diem wage rate for their labor classification, as determined by the State of California, pursuant to California Labor Code Sections 1720, *et seq.* Company agrees with the City that Company shall assume the responsibility and be solely responsible for determining whether or not laborers employed relative to any construction of capital improvements on the Property must be paid the prevailing per diem wage rate for their labor classification, as determined by the State of California, pursuant to California Labor Code Sections 1720, *et seq.*

13.2 Company, on behalf of itself, its successors, and assigns, waives and releases the City from any right of action that may be available to any of them pursuant to California Labor Code Sections 1726 and 1781. Company acknowledge the protections of California Civil Code Section 1542 relative to the waiver and release contained in this Section 13.2, which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS/HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM/HER MUST HAVE MATERIALLY AFFECTED HIS/HER SETTLEMENT WITH THE DEBTOR.

BY INITIALING BELOW, COMPANY KNOWINGLY AND VOLUNTARILY WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 SOLELY IN CONNECTION WITH THE WAIVERS AND RELEASES OF THIS SECTION 13:

Company

13.3 Additionally, Company shall indemnify, defend with counsel acceptable to the City and hold harmless the City against any claims pursuant to California Labor Code Section 1781 arising from this Agreement or the construction or installation of any improvements on the Property, in accordance with the terms of Section 13 of this Agreement.

13.4 Notwithstanding any other provision of this Agreement, the City shall not be under any duty to monitor or ensure the compliance of Company with any State of California labor laws, including, without limitation, prevailing wage laws.

14. Indemnification. The Parties hereby agree to indemnify and save and hold one another harmless from and against all “damages” (which term shall mean actual cash expenditures arising out of, resulting from, or relating to any damage, liability, loss, cost or deficiency, including, but not limited to, reasonable attorneys’ fees and other costs and expenses incident to proceedings or investigations for the defense of any claim) incurred by any of the Parties arising out of, resulting from, or relating to any failure by any of the Parties to duly perform and observe any term, provision or covenant to be performed by any of the Parties pursuant to this Agreement.

15. Defense of this Agreement. Company acknowledges that the City is a “public entity” as defined under applicable State of California law. Therefore, the City must satisfy the requirements of certain State of California statutes relating to the actions of public entities, including, without limitation, CEQA. Also, as a public body, the City’s action in approving this Agreement may be subject to proceedings to invalidate this Agreement, injunctive relief or damages. Company assumes the risk of delays and damages that may result to Company from any third-party legal actions related to the City’s approval of this Agreement or the pursuit of the activities contemplated by this Agreement, even in the event that an error, omission or abuse of discretion by the City is determined to have occurred. If a third-party files a legal action regarding the City’s approval of this Agreement or the pursuit of the activities contemplated by this Agreement, the City may terminate this Agreement on thirty (30) calendar days’ written notice to Company of the City’s intent to terminate this Agreement, referencing this Section 15, without any further obligation to perform the terms of this Agreement and without any liability to Company resulting from such termination, unless Company unconditionally agree to indemnify and defend the City against such third-party legal action, as provided hereinafter in this Section 15. Within thirty (30) calendar days of receipt of the City’s notice of intent to terminate this Agreement, as provided in the preceding sentence, Company may offer to defend the City in the third-party legal action and pay all of the court costs, attorney fees, monetary awards, sanctions, attorney fee awards, expert witness and consulting fees, and the expenses of any and all financial or performance obligations resulting from the disposition of the legal action. Any such offer from Company must be in writing and in a form reasonably acceptable to the City. Nothing contained in this Section 15 shall be deemed or construed to be an express or implied admission that the City is or may be liable to Company or any other person or entity for damages alleged from any alleged or established failure of the City to comply with any statute, including, without limitation, CEQA.

16. No Effect on City’s Legislative Authority. Nothing in this Agreement shall limit or restrict the authority of the City Council to take any other actions with respect to the Property and/or Company without notice to or consent from Company, except as may otherwise be expressly provided by applicable law.

17. Nonliability of the City or City Officials and Employees. No council member, official, contractor, consultant, attorney or employee of the City shall be personally liable to Company, any voluntary or involuntary successors or assignees, or any lender or other party holding an interest in the Property, in the event of any default or breach by the City, or for any amount which may become due to Company or to its successors or assignees, or on any obligations arising under this Agreement.

18. Conflict of Interests. No council member, official, contractor, consultant, attorney or employee of the City shall have any personal interest, direct or indirect, in this Agreement nor shall any such council member, official or employee participate in any decision relating to this Agreement which affects his/her personal interests or the interests of any corporation or partnership in which he/she is directly or indirectly interested.

19. Defaults - General. Subject to any extensions of time provided for in this Agreement for event of Enforced Delay, the occurrence of any of the following shall constitute a “Default.”

19.1 The failure by any Party to perform any obligation of such Party under this Agreement for the payment of money, if such failure is not cured within ten (10) calendar days after the non-performing Party's receipt of written notice from the injured Party that such obligation was not performed when due; or

19.2 The failure by any Party to perform any of its obligations set forth in this Agreement, other than obligations subject to Section 19.1, if such failure is not cured within thirty (30) calendar days after the non-performing Party's receipt of written notice from the injured Party that such obligation was not performed when due or, if such failure is of a nature that cannot reasonably be cured within thirty (30) calendar days, the failure by such Party to commence such cure within thirty (30) calendar days after receipt of such notice and to, thereafter, diligently prosecute such cure to completion; or

19.3 Any representation or warranty by any Party in this Agreement proves to have been false and misleading in any material respect when made and said Party does not take the necessary action, following notice pursuant to Section 19.2, to remedy said misrepresentation or breach of warranty within the time period set forth in Section 19.2, such that the original misrepresentation or warranty becomes truthful and accurate.

19.4 Any failure or delays by any Party in asserting any of their rights and/or remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies. Delays by any Party in asserting any of their rights and/or remedies shall not deprive any Party of its right to institute and maintain any action or proceedings that it may deem necessary to protect, assert or enforce any such rights or remedies.

20. City Remedies. The City's rights and remedies for a Default by Company shall be any one or more of the following, as applicable:

20.1 For any Default, pursue any available legal or equitable action or remedy to (1) recover damages to the City arising from such Default, including, without limitation, to collect any amount of money due to the City from Company, or (2) preclude a breach of this Agreement or compel Company to perform in accordance with the requirements of this Agreement, following the notice and opportunity to cure provided in Section 19.1; and

20.2 For any Default, off-set any amount of money due to the City from Company, following the notice and opportunity to cure provided in Section 19.1 or 19.2, as applicable, against any Covenant Payment(s) due or becoming due to Company; and

20.3 For any Default of an obligation arising under any of Sections 4, 5, 6, 7, 8, 9, 10, 11, or 12, suspend any Covenant Payments due hereunder during any period during which such a Default exists. If two consecutive Covenant Payments are suspended in accordance with this Section 20.3, then the City may, at its option, elect to immediately terminate this Agreement and all of its obligations hereunder, including any obligations concerning unaccrued and suspended Covenant Payments, without cost, expense or liability; and

20.4 For any Default which consists of the failure by Company to complete all material elements of the Project (excluding failure caused by an Enforced Delay) by the Completion Date, or any extension as may be provided per this Agreement, immediately terminate this Agreement

and all of the City's obligations hereunder, including any obligations concerning unaccrued and suspended Covenant Payments, without cost, expense or liability; and

20.5 For any Default, the City may, at its option, require Company to pay to City an amount equal to the number of Operating Years in the Term in which the Default occurred multiplied by the average Sales Tax during the Eligibility Period.

21. Legal Actions. In addition to any other rights or remedies, any Party may institute legal action to cure, correct or remedy any Default, to recover general or consequential damages for any Default, or to obtain any other remedy available to that Party under this Agreement or at law or in equity.

22. Governing Law. The procedural and substantive laws of the State of California shall govern the interpretation and enforcement of this Agreement, without regard to its conflicts of laws principles.

23. Rights and Remedies are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties under this Agreement are cumulative and the exercise by any Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by another Party.

24. Incorporation of Recitals. The Recitals of fact set forth in this Agreement are true and correct and are incorporated into this Agreement in their entirety by this reference.

25. Notices, Demands and Communications Between the Parties.

25.1 Any and all notices, demands or communications submitted by a Party to the other Party pursuant to or as required by this Agreement shall be proper, if in writing and dispatched by messenger for immediate personal delivery, by a nationally recognized overnight courier service or by registered or certified United States mail, postage prepaid, return receipt requested, to the principal office of the Party, as designated in Section 25.2. Such written notices, demands and communications may be sent in the same manner to such other addresses as the Party may from time to time designate. Any such notice, demand or communication shall be deemed to be received by the addressee, regardless of whether or when any return receipt is received by the sender or the date set forth on such return receipt, on the calendar day that it is dispatched by messenger for immediate personal delivery, on the date of delivery by a nationally recognized overnight courier service or three (3) calendar days after it is placed in the United States mail, as provided in this Section 25.1.

25.2 The following are the authorized addresses for the submission of notices, demands or communications to the Parties:

To City:	City of Colton 650 N. La Cadena Drive Colton , CA 92324 Attention: City Manager
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With a copy to:

Best Best & Krieger LLP
3390 University Avenue
Riverside, CA 92501
Attention: Marco Martinez

To Owner:

Attn: _____

26. Attorneys’ Fees. In the event of the bringing of an arbitration, action or suit by a Party to this Agreement against the other Party to this Agreement by reason of any breach of any of the covenants or agreements or any intentional inaccuracies in any of the representations and warranties on the part of the Party arising out of this Agreement or any other dispute between the Parties concerning this Agreement, then, in that event, the prevailing party in such action or dispute, whether by final judgment or arbitration award, shall be entitled to have and recover of and from the other Party or Parties all costs and expenses of suit or claim, including reasonable attorneys’ fees. Any judgment, order or award entered in any final judgment or award shall contain a specific provision providing for the recovery of all costs and expenses of suit or claim, including reasonable attorneys’ fees (collectively, the “Costs”) incurred in enforcing, perfecting and executing such judgment or award. For the purposes of this Section 26, Costs shall include, without implied limitation, reasonable attorneys’ and experts’ fees, costs and expenses incurred in the following: (i) post judgment motions and appeals, (ii) contempt proceedings, (iii) garnishment, levy and debtor and third party examination; (iv) discovery; and (v) bankruptcy litigation. This Section 26 shall survive any termination of this Agreement.

27. Conflict of Interest. No member, official or employee of the City having any conflict of interest, direct or indirect, related to this Agreement or the Project on the Property shall participate in any decision relating to this Agreement. The Parties represent and warrant that they do not have knowledge of any such conflict of interest.

28. Jurisdiction and Venue. Any legal action or proceeding concerning this Agreement shall be filed and prosecuted in the appropriate state or federal court in the County of San Bernardino, State of California. All Parties to this Agreement irrevocably consent to the personal jurisdiction of that court.

29. Interpretation. No inference in favor of or against any Party shall be drawn from the fact that such Party has drafted any part of this Agreement. The Parties have both participated substantially in the negotiation, drafting, and revision of this Agreement, with advice from legal and other counsel and advisers of their own selection. In any action or proceeding to interpret or enforce this Agreement, the finder of fact may refer to any extrinsic evidence not in direct conflict with any specific provision of this Agreement to determine and give effect to the intention of the Parties.

30. Counterpart Originals; Integration. This Agreement may be executed in duplicate originals, each of which is deemed to be an original, but all of which taken together shall constitute one and the same instrument. This Agreement and the Exhibits attached to this Agreement represent the entire understanding of the Parties and supersedes all negotiations, letters of intent, memoranda of understanding or previous agreements between the Parties with respect to all or any part of the subject matter of this Agreement.

31. No Waiver. Failure to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers under this Agreement at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

32. Time is of the Essence/Force Majeure. Time is of the essence in the performance of the Parties' obligations under this Agreement. In addition to specific provisions of this Agreement providing for extensions of time, times for performance under this Agreement shall be extended when there occurs an Enforced Delay, provided, however, that the Party claiming the extension notify the other Party of the nature of the matter causing the Enforced Delay within thirty (30) calendar days from the occurrence thereof; and, provided further, that the extension of time shall be only for the period of the Enforced Delay.

32.1 ANYTHING IN THIS AGREEMENT TO THE CONTRARY NOTWITHSTANDING, COMPANY EXPRESSLY ASSUMES THE RISK OF UNFORESEEABLE CHANGES IN ECONOMIC CIRCUMSTANCES AND/OR MARKET DEMAND/CONDITIONS AND WAIVES, TO THE GREATEST LEGAL EXTENT, ANY DEFENSE, CLAIM, OR CAUSE OF ACTION BASED IN WHOLE OR IN PART ON ECONOMIC NECESSITY, IMPRACTICABILITY, CHANGED ECONOMIC CIRCUMSTANCES, FRUSTRATION OF PURPOSE, OR SIMILAR THEORIES.

Company

32.2 COMPANY EXPRESSLY AGREES THAT ADVERSE CHANGES IN ECONOMIC CONDITIONS, EITHER OF COMPANY SPECIFICALLY OR THE ECONOMY GENERALLY, OR CHANGES IN MARKET CONDITIONS OR DEMANDS, SHALL NOT OPERATE TO EXCUSE OR DELAY THE STRICT OBSERVANCE OF EACH AND EVERY OF THE OBLIGATIONS, COVENANTS, CONDITIONS AND REQUIREMENTS OF THIS AGREEMENT. COMPANY EXPRESSLY ASSUMES THE RISK OF SUCH ADVERSE ECONOMIC OR MARKET CHANGES, WHETHER OR NOT FORESEEABLE AS OF THE EFFECTIVE DATE.

Company

33. No Third Party Beneficiaries. Except as may be expressly provided otherwise in this Agreement, (a) the performance of the Parties' respective obligations under this Agreement is not intended to benefit any party other than the City and Company, and (b) no person or entity

not a signatory to this Agreement shall have any rights or causes of action against any Party to this Agreement as a result of that Party's performance or non-performance under this Agreement.

34. No Effect on Eminent Domain Authority. Nothing in this Agreement shall be deemed to limit, modify, or abridge or affect in any manner whatsoever the City's eminent domain powers with respect to the Property, the Business or any other improvements on the Property.

35. Tax Consequences. Company acknowledges that it may experience tax consequences as a result of its receipt of the payments provided for in this Agreement and agrees that it shall bear any and all responsibility, liability, costs, and expenses connected in any way therewith.

36. Warranty against Payment of Consideration for Agreement. Company warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. Third parties, for the purposes of this Section 36, shall not include persons to whom fees are paid for professional services if rendered by attorneys, financial consultants, accountants, engineers, architects and the like when such fees are considered necessary by Company.

37. Exhibits. The following is a list of the Exhibits attached to this Agreement. Each of the exhibits referenced in this Section 37 are incorporated by this reference into the text of this Agreement.

<u>Exhibit A</u>	Legal Description of Property
<u>Exhibit B</u>	Scope of Development
<u>Exhibit C</u>	Schedule of Performance of Project
<u>Exhibit D</u>	Form of Certificate of Completion

38. Amendment. This Agreement may be amended only by a written instrument executed by Company and the City.

39. Severability. If any provision of this Agreement shall be declared invalid, inoperative or unenforceable by a final judgment or decree of a court of competent jurisdiction such invalidity or unenforceability of such provision shall not affect the remaining provisions of this Agreement, which are hereby declared by the City and Company to be severable from any other provision that is found by a court to be invalid or unenforceable.

40. Titles and Headings for Reference Only. The titles and headings of the Sections of this Agreement have been inserted for convenience of reference only and are not to be considered a part of this Agreement and shall not in any way modify or restrict the meaning of any of the terms or provisions of this Agreement.

41. Binding on Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.

42. 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.

[Signatures on following Page]

SAMPLE

SIGNATURE PAGE
TO
2016 OPERATING COVENANT AGREEMENT
(_____)

CITY:

CITY OF COLTON
a California Municipal Corporation

By: _____
William R. Smith
City Manager

COMPANY:

[INSERT NAME, TYPE OF ENTITY]

By: _____
[NAME]
[TITLE]

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

By: _____
Marco Martinez
City Attorney

APPROVED AS TO LEGAL FORM:

[NAME]

By: _____
Legal Counsel

EXHIBIT A
TO
2016 OPERATING COVENANT AGREEMENT
(_____)

Legal Description of Property

LEGAL DESCRIPTION

Real property in the City of Colton, County of San Bernardino, State of California, described as follows:

Exhibit A

EXHIBIT B
TO
2016 OPERATING COVENANT AGREEMENT
(_____)

Scope of Development

[Attached Behind This Page]

Exhibit B

EXHIBIT C
TO
2016 OPERATING COVENANT AGREEMENT
()

Schedule of Performance for Project

[Attached Behind This Page]

Exhibit C

EXHIBIT D
TO
2016 OPERATING COVENANT AGREEMENT
(_____)

Form of Certificate of Completion

[Attached Behind This Page]

Exhibit D

FORM OF CERTIFICATE OF COMPLETION

When Recorded, Mail to:

I, the City Manager of the City of Colton (“City”), hereby certify as follows:

Section 1. The Project required to be constructed in accordance with that certain Operating Covenant Agreement (“Agreement”) dated [INSERT DATE] by and between the City and _____ (“Company”) on certain real property, as more specifically described in the Agreement (“Property”), has been completed in accordance with the provisions of the Agreement.

Section 2. This Certificate of Completion shall constitute a conclusive determination by the City of Company’s satisfaction of its obligation under the Agreement to commence the operation of [INSERT BUSINESS] on the Property, including any and all buildings, parking areas, landscaping areas and related improvements necessary to support or meet any requirements applicable to the Project and its use and occupancy on the Property, excluding any normal and customary tenant improvements and minor building “punch-list” items. The Agreement is an official record of the City and a copy of the Agreement may be inspected in the office of the City Clerk located at _____, during the regular business hours of the City.

DATED AND ISSUED this ___ calendar day of _____, _____.

City Manager

TOT template

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

City of Colton
650 N. La Cadena Drive
Colton , CA 92324
Attention: City Manager

APN _____

Exempt from Recording Fees per Govt. Code §27383

TOT OPERATING COVENANT AGREEMENT

(_____)

This TOT OPERATING COVENANT AGREEMENT (“Agreement”) is entered into by and between the CITY OF COLTON, a California municipal corporation (“City”), and _____ (“Company”). The City and Company are sometimes, individually, referred to in this Agreement as a “Party” and, collectively, as the “Parties.” The City and Company enter into this Agreement with reference to the following facts (“Recitals”):

RECITALS

A. The City adopted a business incentives program to incentivize existing businesses located in the Hub City Centre Habitat Conservation Plan area (“**HCC Area**”) to continue operating their businesses in the HCC Area for a set period of time, and to grow their full – and part-time positions during this time, in order to increase economic investment into the community through new jobs and additional tax revenue (the “**Program**”).

B. The HCC Area covers 416.3 acres of land generally bordered by Hermosa Avenue (East), Valley Boulevard (South), Sycamore Avenue (West) and San Bernardino Avenue (North) and provides protection of 57 acres of land (“**Program Area**”).

C. Company is the owner of that certain real property located at _____ in the City of Colton, County of San Bernardino, California, as legally described in Exhibit A attached to this Agreement (“Property”).

D. Company intends to operate [insert business] (“**Business**”) on the Property, as more particularly described in the Scope of Development set forth in Exhibit B attached to this Agreement.

E. As an incentive for operating the Business within the City, and to assist Company with costs associated with the operation of the Business, Company has requested payments from the City equal to fifty percent (50%) of the City transient occupancy taxes revenue pursuant to Chapter 3.24 of the City of Colton Municipal Code, as amended from time to time (“**TOT**”), generated by the Business for a period of up to five years, subject to the limitations set forth in

this Agreement.

F. The City, in consideration of the new and additional TOT, local sales tax revenues, property taxes, employment benefits, and other tangible and intangible benefits that are expected to be received by City arising from the Business within the City, desires to provide certain payments to Company as an incentive for the continued operation of the Business within the City.

G. The operation of the Business will provide significant public benefits to the City because new additional TOT revenues generated by such activities represent a significant source of new and additional public revenue for the City, which may be used by the City for the funding of necessary public services and facilities, including public safety services and facilities.

H. The City has further determined that the covenanted operation of the Business serves the additional public purpose of fostering a business and civic environment that may attract additional businesses and investment in the community due to the availability of the increased public and private services and economic activity resulting therefrom.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS SET FORTH IN THIS AGREEMENT, CITY AND COMPANY AGREE AS FOLLOWS:

1. Definitions. All initially capitalized terms used in this Agreement shall have the meanings set forth below or, if not set forth below, where such terms first appear in this Agreement.

1.1 “CEQA” means and refers to the California Environmental Quality Act, Public Resources Code Section 21000 *et seq.*

1.2 “Certificate of Completion” means and refers to the written certification of the City that the Project is complete and in compliance with the terms and conditions of this Agreement, in substantially the form of Exhibit D attached to this Agreement and incorporated herein by this reference.

1.3 “City” means and refers to the City of Colton, a California municipal corporation.

1.4 “City Attorney” means and refers to the City Attorney of the City of Colton, California.

1.5 “City Council” means and refers to the City Council of the City of Colton, California.

1.6 “City Manager” means and refers to the City Manager of the City of Colton, California, or his or her designee or successor in function.

1.7 “City Requirements” means and refers to the City’s zoning, building and land use laws and regulations contained in the City’s ordinances, municipal code and conditions of approval.

1.8 “**Company**” means and refers to _____, and its successors and assigns, cumulatively.

1.9 “**County**” means and refers to the County of San Bernardino, California.

1.10 “**Covenant Payment(s)**” means and refers to payments made to Company in accordance with Section 7.1.

1.11 “**Business**” means and refers to [INSERT BUSINESS DESCRIPTION] operate on the Property in accordance with the terms and conditions of this Agreement, as further described in the Scope of Development.

1.12 “**Business Activities**” means and refers to activities of Company on the Property, over the internet, or otherwise that result in the Occupancy of a Transient in the Property, as such terms are defined in Chapter 3.24 of the City of Colton Municipal Code, as amended from time to time.

1.13 “**Business Operating Year**” means and refers to the twelve (12) month period starting on the Completion Date and each consecutive subsequent twelve (12) month period until the 10th anniversary of the Completion Date. Each Business Operating Year may be referred to in this Agreement in numerical succession as “Business Operating Year 1,” “Business Operating Year 2” and so on up to “Business Operating Year 10.”

1.14 “**Completion Date**” means and refers to the date that the Business is open to the general public, which shall occur no later than [INSERT DATE OR NUMBER OF MONTHS AFTER EFFECTIVE DATE], subject to any extensions granted pursuant to Section 6.2.

1.15 “**Default**” shall have the meaning ascribed to the term in Section 19 of this Agreement.

1.16 “**Effective Date**” shall have the meaning ascribed to the term in Section 2 of this Agreement.

1.17 “**Eligibility Period**” means and refers to the time period commencing on the Completion Date and ending on the earlier of: (a) the last calendar day of Business Operating Year _____; or (b) the date on which the City has made the maximum amount of Covenant Payments to Company in accordance with Section 7.1.

1.18 “**Enforced Delay**” means and refers to delays or defaults in performance due to war; acts of terrorism; insurrection; any form of labor dispute; lockouts; riots; floods; earthquakes; fires; acts of God or of third parties; third party litigation; acts of a public enemy including terrorist activities; referenda; acts of governmental authorities (except that the failure of the City to act as required under this Agreement shall not excuse its performance); moratoria; epidemics; quarantine restrictions; and freight embargoes.

1.19 “**Entitlements**” shall have the meaning ascribed to the term in Section 6.

1.20 “Environmental Laws” shall mean all Federal, State, local or City laws, rules, orders, regulations, statutes, ordinances, codes, decrees or requirements of any governmental entity in effect on or enacted after the Effective Date, regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Substance, the regulation or protection of the environment, including ambient air, soil, soil vapor, groundwater, surface water, or land use or pertaining to occupational health or industrial hygiene or occupational or environmental conditions on, under or about the Property, as now or may at any later time be in effect, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA”) [42 USC Section 9601 et seq.]; the Resource Conservation and Recovery Act of 1976 (“RCRA”) [42 USC Section 6901 et seq.]; the Clean Water Act, also known as the Federal Water Pollution Control Act (“FWPCA”) [33 USC Section 1251 et seq.]; the Toxic Substances Control Act (“TSCA”) [15 USC Section 2601 et seq.]; the Hazardous Materials Transportation Act (“HMTA”) [49 USC Section 1801 et seq.]; the Insecticide, Fungicide, Rodenticide Act [7 USC Section 6901 et seq.] the Clean Air Act [42 USC Section 7401 et seq.]; the Safe Drinking Water Act [42 USC Section 300f et seq.]; the Solid Waste Disposal Act [42 USC Section 6901 et seq.]; the Surface Mining Control and Reclamation Act [30 USC Section 101 et seq.] the Emergency Planning and Community Right to Know Act [42 USC Section 11001 et seq.]; the Occupational Safety and Health Act [29 USC Section 655 and 657]; the California Underground Storage of Hazardous Substances Act [California Health & Safety Code Section 25288 et seq.]; the California Hazardous Substances Account Act [California Health & Safety Code Section 25300 et seq.]; the California Safe Drinking Water and Toxic Enforcement Act [California Health & Safety Code Section 24249.5 et seq.]; or the Porter-Cologne Water Quality Act [California Water Code Section 13000 et seq.]; together with any regulations promulgated under the authorities referenced in this Section 1.20.

1.21 “Equity Interest” means and refers to all or any part of any equity or ownership interest(s) (whether stock, partnership interest, beneficial interest in a trust, membership interest in a limited liability company, or other interest of an ownership or equity nature) in any entity, at any tier of ownership, that directly owns or holds any ownership or equity interest in a Person.

1.22 “Federal” means and refers to the federal government of the United States of America.

1.23 “Hazardous Substances” shall mean any flammable substance, explosive, radioactive material, asbestos, asbestos-containing material, polychlorinated biphenyl, chemical known to cause cancer or reproductive toxicity, pollutant, contaminant, hazardous waste, medical wastes, toxic substance or related material, explosive, petroleum, petroleum product or any “hazardous” or “toxic” material, substance or waste that is defined by those or similar terms or is regulated as such under any Law, including any material, substance or waste that is: (a) defined as a “hazardous substance” under Section 311 of the Water Pollution Control Act (33 U.S.C. § 1317), as amended; (b) designated as “hazardous substances” pursuant to 33 U.S.C. § 1321 ; (c) defined as a “hazardous waste” under Section 1004 of the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 , et seq., as amended; (d) defined as a “hazardous substance” or “hazardous waste” under Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Reauthorization Act of 1986, 42 U.S.C. § 9601 , et seq., or any so-called “superfund” or “superlien” law; (e) defined as a “pollutant” or “contaminant” under 42 U.S.C. § 9601(33) ; (f)

defined as “hazardous waste” under 40 C.F.R. Part 260; (g) defined as a “hazardous chemical” under 29 C.F.R. Part 1910; (h) any matter within the definition of “hazardous substance” set forth in 15 U.S.C. § 1262 ; (i) any matter, waste or substance regulated under the Toxic Substances Control Act (“TSCA”) [15 U.S.C. Sections 2601, et seq.]; (j) any matter, waste or substance regulated under the Hazardous Materials Transportation Act, 49 U.S.C. Sections 1801 , et seq.; (k) those substances listed in the United States Department of Transportation (DOT)Table [49 C.F.R. 172.101]; (l) any matter, waste or substances designated by the EPA, or any successor authority, as a hazardous substance [40 C.F.R. Part 302]; (m) defined as “hazardous waste” in Section 25117 of the California Health and Safety Code; (n) defined as a “hazardous substance” in Section 25316 of the California Health and Safety Code; (o) that is subject to any other Law regulating, relating to or imposing obligations, liability or standards of conduct concerning protection of human health, plant life, animal life, natural resources, property or the enjoyment of life or property free from the presence in the environment of any solid, liquid, gas, odor or any form of energy from whatever source; or (p) that is or becomes regulated or classified as hazardous or toxic under Law or in the regulations adopted pursuant to Law.

1.24 “Law” means every law, ordinance, requirement, order, proclamation, directive, rule or regulation of any Federal, State or local government applicable to the Property or the Project in any way, including relating to any development, renovation, construction, use, maintenance, taxation, operation, occupancy of or environmental conditions affecting the Property or the Project, or relating to any taxes, or otherwise relating to this Agreement or any Party’s rights, obligations or remedies under this Agreement, or any Transfer of any of the foregoing, whether in force on the Effective Date or passed, enacted, modified, amended or imposed at some later time, subject in all cases, however, to any applicable waiver, variance or exemption.

1.25 “TOT” means the transient occupancy taxes assessed pursuant to Chapter 3.24 of the City of Colton Municipal Code that are actually received by the City from the operation of the Business.

1.26 “Maintenance Deficiency” means and refers to an occurrence of an adverse condition on any area of the Property that is subject to public view in contravention of the general maintenance standard described in Section 10.

1.27 “Negotiation Period” means and refers to a period of no less than thirty (30) calendar days.

1.28 “Notice of Appeal” shall have the meaning ascribed to the term in Section 7.4.

1.29 “Notice of Determination” shall have the meaning ascribed to the term in Section 7.3.

1.30 “Penalty Assessments” means and refers to penalties, assessments, collection costs and other costs, fees or charges resulting from late or underpaid payments of TOT and which are levied, assessed or otherwise collected from Company.

1.31 “Person” means and refers to any association, corporation, governmental entity or agency, individual, joint venture, joint-stock company, limited liability company, partnership, trust, unincorporated organization or other entity of any kind.

1.32 “Prohibited Financial Assistance” means and refers to any direct or indirect payment, subsidy, rebate or other similar or dissimilar monetary or nonmonetary benefit, including, without implied limitation, payment of land subsidies, relocation expenses, financial incentives, public financing, property, sales, TOT or other tax relief or rebates, relief from public improvement obligations, and payment for public improvements to or for the benefit of Company by any public or private person or entity.

1.33 “Project” means and refers to [INSERT DESCRIPTION OF PROJECT], as further described in the Scope of Development attached hereto as Exhibit B.

1.34 “Property” means and refers to that certain real property located at _____ in the City of Colton, County of San Bernardino, California and legally described in Exhibit A attached hereto.

1.35 “Recorded, record or recordation” mean the recordation of the specified document(s) in the official records of the Recorder of the County of San Bernardino, California.

1.36 “Schedule of Performance” means and refers to the schedule for the performance of certain actions by the City or Company, pursuant to this Agreement, attached to this Agreement as Exhibit C and incorporated herein by this reference.

1.37 “Scope of Development” means and refers to the detailed description of the primary elements of the Project attached to this Agreement as Exhibit B and incorporated herein by this reference.

1.38 “State” means and refers to the State of California.

1.39 “Term” means and refers to the period of ten (10) years commencing on the Completion Date and ending on the last calendar day of Business Operating Year 10.

1.40 “Transfer” means and refers to, regarding any property, right or obligation, any of the following, whether by operation of law or otherwise, whether voluntary or involuntary and whether direct or indirect: (a) any assignment, conveyance, grant, hypothecation, mortgage, pledge, sale, or other transfer, whether direct or indirect, of all or any part of such property, right or obligation, or of any legal, beneficial, or equitable interest or estate in such property, right or obligation or any part of it (including the grant of any easement, lien, or other encumbrance); (b) any conversion, exchange, issuance, modification, reallocation, sale, or other transfer of any Equity Interest(s) in the owner of such property, right or obligation by the holders of such Equity Interest(s); or (c) any transaction that is in substance equivalent to any of the foregoing. A transaction affecting Equity Interests, as referred to in clauses “(b)” or “(c)” of this Section 1.40, shall be deemed a Transfer by Company, even though Company is not technically the transferor. A “Transfer” shall not, however, include any of the following (provided that the other Party has received written notice of such occurrence) relating to the Property or any Equity Interest: (i) a mere change in form of ownership with no material change in beneficial ownership and

constitutes a tax-free transaction under Federal income tax law and the State real estate transfer tax law; (ii) a conveyance only to member(s) of the immediate family(ies) of the transferor(s) or trusts for their benefit; or (iii) a conveyance only to any Person that, as of the Effective Date, holds an Equity Interest in the entity whose Equity Interest is being transferred.

2. Effective Date of this Agreement. This Agreement is dated as of the date first written above for reference purposes only. This Agreement will not become binding on either of the Parties unless and until the first date on which all of the following occur, if at all (“Effective Date”):

2.1 Company has approved this Agreement, this Agreement has been signed by Company’s duly authorized representative(s), and Company has delivered three (3) signed originals of this Agreement to the City; and

2.2 This Agreement is approved by the City Council of the City at a public meeting of the City.

3. Representations and Warranties of the City.

3.1 The City represents and warrants to Company that, to the City’s actual current knowledge:

(a) The City’s entry into this Agreement and/or the performance of the City’s obligations under this Agreement does not violate any contract or agreement to which the City is a party;

(b) There are no pending claims or lawsuits against the City that will delay or prevent the performance of the City’s obligations under this Agreement; and

3.2 The representations and warranties of the City set forth in Section 3.1 are material consideration to Company and the City acknowledges that Company is relying upon the representations of the City set forth in Section 3.1 in undertaking its obligations under this Agreement.

3.3 As used in this Agreement, the term “City’s actual current knowledge” shall mean, and shall be limited to, the actual current knowledge of William R. Smith (City Manager) as of the Effective Date, without having undertaken any independent inquiry or investigation for the purposes of making such representation or warranty and without any duty of inquiry or investigation.

4. Representations and Warranties of Company.

4.1 Company represents and warrants to the City that, to Company’s actual current knowledge:

(a) Company is a duly formed [INSERT TYPE OF ENTITY], organized, qualified and in good standing to do business in the State of California and in the City;

(b) The individual(s) executing this Agreement on behalf of Company is/are authorized to execute this Agreement on behalf of Company;

(c) Company's entry into this Agreement and/or the performance of Company's obligations under this Agreement do not violate any contract, agreement or other legal obligation of Company;

(d) Company's entry into this Agreement and/or the performance of Company's obligations under this Agreement does not constitute a violation of any state or federal statute or judicial decision to which Company is subject;

(e) There are no pending lawsuits or other actions or proceedings which would delay, prevent or impair the timely performance of Company's obligations under this Agreement; and

(f) Company has the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated by this Agreement, and the execution, delivery and performance of this Agreement have been duly authorized by Company and no other action by Company is requisite to the valid and binding execution, delivery and performance of this Agreement, except as otherwise expressly set forth in this Agreement.

4.2 The representations and warranties of Company set forth in Section 4.1 are material consideration to the City and Company acknowledges that the City is relying upon the representations of Company set forth in Section 4.1 in undertaking its obligations under this Agreement.

4.3 As used in this Agreement, the term "Company's actual current knowledge" shall mean, and shall be limited to, the actual current knowledge of _____, as of the date of the making of the representation or warranty, without having undertaken any independent inquiry or investigation for the purpose of making such representation or warranty and without any duty of inquiry or investigation.

5. Restrictions on Assignment or Transfer of this Agreement, the Property and the Business. Company shall not sell, assign, convey, create any trust estate with respect to or otherwise transfer, assign or encumber any of their rights or interests in this Agreement, the Property, or the Business without the prior written consent of the City and unless the transferee is another legal entity that Company has the right to control by ownership (controlling interest) or contract. The City's approval of any such transfer shall not be unreasonably withheld, delayed or conditioned. In deciding to give or withhold its approval, the City may consider the extent or strength of ownership or contractual control Company has over the legal entity, the financial strength of the proposed transferee and the demonstrated experience and qualifications of the proposed transferee and its senior management personnel to undertake and faithfully carry out the assigned rights and obligations.

6. Company's Covenant to Undertake the Project. Company covenants and agrees for itself, its successors and assigns, for the sole and exclusive benefit of the City that Company shall obtain all necessary City and other governmental approvals and entitlements for the the Project (collectively, "Entitlements"), and that promptly following receipt of all such

Entitlements, Company shall carry out the Project in accordance with the Schedule of Performance and, thereafter, shall diligently proceed to complete the Project, in a good and workmanlike manner in accordance with the approved plans, specifications and conditions for the Project approved by the City. The Project shall be completed in conformity with all applicable laws, the Scope of Development and the Schedule of Performance, and any and all other plans, specifications and similar development documents required by this Agreement. The covenants of this Section 6 shall run with the land of the Property, until the date on which Certificates of Completion for the Project are recorded.

6.1 Recordation of Agreement. After this Agreement has been recorded against the Property, the City shall have received a conformed copy thereof showing all recording information, and the City shall have been provided evidence reasonably acceptable to it that the Agreement occupies a recorded priority position senior to all other non-statutory liens and encumbrances against the Property.

6.2 Completion of Project. Company shall complete the Project by the Completion Date. The City acting by and through its City Manager in his/her sole discretion may extend the Completion Date for up to an additional **sixty (60) calendar days**. Company shall, promptly upon completion of the Project, cause the Project to be inspected by each governmental body with jurisdiction over the Property and the Project, shall correct any defects and deficiencies that may be disclosed by any such inspection and shall cause to be duly issued all occupancy certificates and other licenses, permits and authorizations necessary for the operation and occupancy of the completed the Project. Company shall do and perform all of the foregoing acts and things and cause to be issued and executed all such occupancy certificates or permit approvals, licenses and authorizations on or before the Completion Date. After commencement of the Project, Company shall not permit the Project to cease or be suspended for a time period in excess of thirty (30) calendar days, either consecutively or in the aggregate, for any reason other than as a result of an Enforced Delay.

6.3 Compliance with Laws; Environmental Laws; Hazardous Substances. All work performed in connection with the Project shall comply with all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies now in force or which may be enacted or amended hereafter (including but not limited to CEQA), and with all applicable directions, rules and regulations of the fire department, health department, building department or other departments of every governmental agency now having or hereafter acquiring jurisdiction over the Property or construction or operation of the Project. Company shall be responsible for: (a) cleaning-up, removing or disposing of any and all Hazardous Substances located on, under or about the Property in accordance with all applicable Environmental Laws; and (b) paying all costs and expenses associate with or related to such clean-up, removal or disposal.

6.4 Project Costs and Charges to be Paid by Company. Company and the City agree that the City shall not provide any financial assistance to Company in connection with the Project. Company shall be solely responsible for paying for the costs of all demolition, design work, construction, labor, materials, relocation costs, fees and permit expenses related to or associated with the Project. Company shall pay any and all fees pertaining to the review and approval of the Project by the City and any other governmental bodies and utility service

providers, including the cost and preparation of all required construction, planning and other documents reasonably required by governmental bodies pertinent to the Project on the Property including, but not limited to, specifications, drawings, plans, maps, permit applications, land use applications, zoning applications, environmental review and disclosure documents and design review documents. Company shall pay for any and all costs, including, but not limited to, the costs of design, construction, relocation and securing of permits for sewer or utility improvements and connections, that may be required in the Project, whether located on or off of the Property. Company shall obtain any and all necessary approvals, prior to the commencement of applicable portions of said construction.

6.5 Project Subject to City Regulatory Approval. The City Requirements shall be applicable to the Project on the Property by Company, pursuant to this Agreement. Company acknowledges that all plans and specifications and any changes to plans and specifications for the Project on the Property shall be subject to the City Requirements. No action by the City with reference to this Agreement or related documents shall be deemed to constitute a waiver of any City Requirements regarding the Property, the Project, the Business, Company, any successor-in-interest of Company or any successors-in-interest to the Property. The City Requirements may only be changed or waived by modification or variance approved by the City and consistent with this Agreement. Notwithstanding any provision to the contrary in this Agreement, Company agrees to accept and comply fully with any and all reasonable and lawful conditions of approval applicable to all approvals, permits and other governmental actions or Entitlements regarding the the Project on the Property, consistent with the Scope of Development and this Agreement. Company shall prepare and submit a complete development application and any other required application or document (including, without limitation, deposit, fund or surety) for the Project, pursuant to the requirements of the City and consistent with the Scope of Development, to the City, within the time period(s) for such actions set forth in the Schedule of Performance.

6.6 Company Attendance at City Meetings. Company agrees to have one (1) or more of its employees or consultants who are knowledgeable regarding this Agreement and the Project, such that these person(s) can meaningfully respond to the City's questions regarding the progress of the Project, attend meetings of the City Council, when requested to do so by City staff.

6.7 City Right to Inspect Project and Property. For purposes of this Agreement, officers, employees, agents or representatives of the City shall have the right of reasonable access to the Property, without the payment of charges or fees, during normal construction hours, during the period of construction of the Project. Such officers, employees, agents or representatives of the City shall be those persons who are designated by the City Manager. Any and all officers, employees, agents or representatives of the City who enter the Property for purposes of this Agreement shall identify themselves at the construction management office or apparent on the Property, upon their entrance on to the Property. Company shall make a representative of Company available for this purpose at all times during normal construction hours, upon reasonable notice from the City. The City shall indemnify and hold Company harmless from injury, property damage or liability arising out of the exercise by the City of the right of access to the Property provided in this Section 6.7, other than injury, property damage or liability arising from the negligence or willful misconduct of Company or its officers, agents or employees. The City shall inspect relevant portions of the Property, prior to issuing any written

statements reflecting adversely on Company's compliance with the terms and conditions of this Agreement pertaining to the Project on the Property. If in the City's reasonable judgment it is necessary, the City shall have the further right, from time to time, to retain a consultant or consultants to inspect the work and verify compliance by Company with the provisions of this Agreement. Company understands and agrees that any such City inspections are for the sole purpose of protecting the City's rights under this Agreement, are made solely for the City's benefit, that the City's inspections may be general in nature, and are for the purposes of informing the City of the progress of the Project on the Property and the conformity of the Project with the terms and conditions of this Agreement, and that Company shall not be entitled to rely on any such inspection(s) as constituting the City's approval, satisfaction or acceptance of any materials, workmanship, conformity of the Project with this Agreement or otherwise. Company agrees to make its own regular inspections of the work of construction of the Project to determine that the quality of the Project and all other requirements of the work of construction of the Project are being performed in a manner satisfactory to Company. Company also agrees to immediately notify the City in writing should Company's inspections show any matters that will prevent the Project from being completed by the Completion Date. Without limiting the foregoing, Company shall permit the City to examine and copy all books and account records and other papers relating to the Property and the construction of the Project. Company will use commercially reasonable efforts to cause all contractors, subcontractors and materialmen to cooperate with the City to enable such examination.

6.8 Certificate of Completion.

(a) Following the completion of construction of the Project, excluding any normal and minor building "punch-list" items to be completed by Company, and written request from Company for issuance of a Certificate of Completion for the Project, the City shall inspect the Project to determine whether or not the Project has been completed in compliance with this Agreement. If the City determines that the Project is complete and in compliance with this Agreement, the City shall furnish Company with a Certificate of Completion for the Project, executed in recordable form. If the City determines that the Project is not in compliance with this Agreement, the City shall send written notice of each non-conformity to Company.

(b) A Certificate of Completion shall be evidence of the City's conclusive determination of satisfactory completion of the Project, pursuant to the terms of this Agreement. After the recordation of Certificates of Completion for the Project, any person then owning or thereafter purchasing, leasing or otherwise acquiring any interest in the Property shall not (because of such ownership, purchase, lease or acquisition) incur any obligation or liability under this Agreement regarding construction or installation of the Project, except that such person shall be bound by any reservations, covenants, conditions, restrictions and other interests recorded against the Property pursuant to this Agreement.

(c) If the City fails or refuses to issue a Certificate of Completion pursuant to Section 6.8(a) after written request from Company, the City shall, within fifteen (15) calendar days of Company's written request or within seven (7) calendar days after the next regular meeting of the City Council, whichever date occurs later, provide Company with a written statement setting forth the reasons for the City's failure or refusal to issue a Certificate of Completion. The statement shall also contain the City's opinion of the action(s) Company must

take to obtain a Certificate of Completion from the City. If the reason for such refusal is confined to the immediate unavailability of specific items or materials for construction or landscaping at a price reasonably acceptable to Company or other minor building “punch-list” items, the City may issue its Certificate of Completion upon the posting of a bond or irrevocable standby letter of credit by Company in a form reasonably acceptable to the City in an amount representing the fair value of the work not yet completed, as reasonably determined by the City. If the City fails to provide such written statement, within the foregoing time period, Company shall be deemed conclusively and without further action of the City to have satisfied the requirements of this Agreement with respect to the Project, as if a Certificate of Completion had been issued by the City pursuant to this Agreement.

(d) A Certificate of Completion shall not constitute evidence of compliance with or satisfaction of any obligation of Company to any holder of a mortgage, or any insurer of a mortgage securing money loaned to finance the Project, or any part thereof. A Certificate of Completion shall not be deemed to constitute a notice of completion under California Civil Code Section 3093, nor shall it act to terminate the continuing covenants, restrictions or conditions subsequent contained in any instruments recorded against the Property pursuant to this Agreement. A Certificate of Completion is not evidence of the compliance of the Project with any City Requirements or any laws or regulations of a governmental entity with jurisdiction over the Property.

6.9 No Foreclosure by Senior Lienholders. Mortgages, deeds of trust, or any other form of lien required for any reasonable method of financing the construction of the Project on the Property are permitted, however, the City’s rights under this Agreement shall be senior to any and all such forms of lien. Company shall notify the City in writing in advance of any mortgage, deed of trust, or other form of lien for financing if Company proposes to enter into the same before the recordation of Certificates of Completion for the entire Project. The words “mortgage” and “deed of trust” as used herein shall be deemed to include all customary and appropriate modes of financing real estate construction and land development.

6.10 Agreement Contingent on Business Construction. This Agreement is contingent on the completed construction of the Project and issuance of Certificate(s) of Completion for the entire Project.

7. Company’s Covenant Regarding the Opening and Operation the Business. Company covenants to the City to open the Business to the public in accordance with the Schedule of Performance and to continuously operate the Business on the Property throughout the entirety of the Term. For purposes of this Section 7 “continuously operate” means not ceasing operation for a time period in excess of ninety (90) consecutive calendar days.

7.1 City’s Covenant Payment to Company. In consideration of Company’s performance of its obligations set forth in this Agreement, and subject to satisfaction of all conditions precedent thereto, the City shall, for each Business Operating Year during the Eligibility Period that the City receives Transient Occupancy Taxes, pay to Company an amount 50% of the ten percent (10%) transient occupancy taxes received by the City (“Covenant Payment”). Notwithstanding any other provision of this Agreement, the cumulative total of any

and all Covenant Payments paid by the City pursuant to this Agreement shall not exceed _____ Dollars (\$ _____).

7.2 State of California Legislation Impact on Covenant Payment. Company acknowledges that it is possible that the State of California legislature may enact legislation in the future which would cause a corresponding reduction of and/or delay in the payment of the TOT and that such reduction will cause Company a corresponding reduction and/or delay in the payment of the Covenant Payments due to Company during such time as such legislation is in effect. Furthermore, Company acknowledges that it is possible that the legislation described above, or some variant thereof, may be enacted and effective during one or more subsequent times during the Eligibility Period and may materially and negatively impact the amount of TOT and, accordingly, the Covenant Payments. The City does not make any representation, warranty or commitment concerning the future actions of the State of California legislature with respect to the allocation of TOT to the City. Company agrees that they are undertaking their obligations under this Agreement after having considered, and is expressly assuming the risk of, the possibility of the enactment of future legislation. The City acknowledges that the State of California legislature may provide for the payment to City of other revenues for the purpose of offsetting any losses in TOT resulting from the enactment of legislation of the type described in the immediately preceding paragraph. City agrees that, should the California legislature provide for such offsetting revenues, then for purposes of this Agreement and the computation of any Covenant Payments which may become due to Company hereunder, City shall treat any such offsetting revenues which are: (a) indexed to TOT and offset the loss of TOT to the City on a dollar for dollar basis; (b) actually received by the City; and (c) not subject to any restrictions on use beyond those which are otherwise generally applicable to TOT revenues received by California municipalities, to be TOT Revenues within the meaning of this Agreement.

7.3 City's Notice of Determination of Business Operating Year TOT and Covenant Payment. Within one hundred twenty (120) calendar days following a Business Operating Year within the Eligibility Period, the City will determine the Transient Occupancy Taxes applicable to that Business Operating Year and send the Covenant Payment due for that Business Operating Year to Company ("Notice of Determination").

7.4 Company's Notice of Appeal; Negotiation Period. Notwithstanding any other provision of law, including, without implied limitation, any statutes of limitation provided therefore in the California Government Code or the California Code of Civil Procedure, the City's determination of each Covenant Payment shall be deemed final, conclusive, and non-appealable unless, within sixty (60) calendar days from the receipt of the Covenant Payment by Company, Company notifies the City in writing that Company appeals the Covenant Payment, which notice must specifically identify the matter appealed and all of the bases for such appeal and include the following documentation: (i) any and all bills, invoices, schedules, vouchers, statements, receipts, cancelled checks, and any other documents evidencing the amount of TOT paid by Company during such Business Operating Year; and (ii) any and all invoices, and inventory records for such Business Operating Year, certified as accurate and complete by an authorized official of the party submitting such records ("Notice of Appeal"). Any Covenant Payment that is not appealed in the manner and within the time limits set forth above, shall be final and conclusive as against Company and all others claiming by or through Company. The provisions of this Section 7.4 shall be strictly construed and Company waives, to the maximum

legal extent, any statutory or judicially created right to institute any administrative or judicial proceeding to contest any matter set forth in a Notice of Appeal that is not timely appealed in strict accordance with this Section 7.4. If Company files a timely Notice of Appeal with the City, the City and Company shall negotiate in good faith to resolve their dispute for a Negotiation Period. If, by the end of the Negotiation Period, the City and Company are unable to resolve the dispute set forth in the Notice of Appeal, each of them may exercise any judicial remedy available to them pursuant to this Agreement for the resolution of such dispute; provided, however, that any provision of law to the contrary notwithstanding, such judicial remedy must be instituted (defined as the filing of an action in a court of competent jurisdiction in strict accordance with the terms of this Agreement) within one hundred twenty (120) calendar days following the end of the Negotiation Period or be barred forever. In connection therewith, the City and Company irrevocably consent to the appointment of a referee to resolve such dispute in accordance with California Code of Civil Procedure Section 638, et seq., and to pay equal amounts of the cost of such referee.

7.5 No Accrual of Interest for Disputed Covenant Payment(s). The City and Company agree that any disputed amount shall not accrue interest during the pendency of any Negotiation Period or subsequent legal proceeding (including any appeals filed in connection therewith), unless the court makes a determination upon recommendation of the referee that the City acted in bad faith with regard to the dispute, in which case, any amount ultimately adjudged to be owing by the City shall be deemed to have accrued interest at the rate of six percent (6%) simple interest per annum, commencing on the ninetieth (90th) calendar day following the end of the Negotiation Period and continuing thereafter until paid. Company hereby waives, to the maximum legal extent, the right to the imposition of any different rate of interest in accordance with any provision of law.

7.6 Covenant Payment Paid From Any Source of City Funds. Any Covenant Payment due under Section 7.1 may be payable from any source of any funds of the City legally available for such purpose. The City covenants to reasonably consider such actions as may be necessary to include all payments owed hereunder in each of its annual budgets during the Eligibility Period and to reasonably consider the necessary annual budgetary appropriations for all such payments.

7.7 Making Covenant Payment Is A Contingent Obligation of City. The City's obligations under Section 7.1 are contingent on a fiscal year to fiscal year basis and, for each Business Operating Year within the Eligibility Period, the City's obligations to make any payments to Company under this Agreement are expressly contingent upon Company, for the entirety of such Business Operating Year, completely fulfilling its material obligations under this Agreement. If for any reason Company fails to provide any information reasonably required by the City to perform the City's obligations under this Agreement, or if all or any part of the TOT information of Company is unavailable to the City or the City is not legally authorized to use such information for the purposes of performing its obligations under this Agreement, the Covenant Payment shall be based solely upon the information so received, if any.

7.8 Covenants Run With the Property. The covenants of this Section 7 shall run with the Property and shall remain in effect at all times during the Term.

8. Company's Covenant Not To Accept Prohibited Financial Assistance. Company covenants to the City that during the Term, Company will not directly or indirectly solicit, accept or enter into any agreement concerning any Prohibited Financial Assistance from any other public or private person or entity, to the extent such Prohibited Financial Assistance is given for the purpose of causing or would result in: (i) a material (i.e., five percent (5%) or greater) reduction in the amount of TOT which would be generated from the Business Activities in the absence of such an agreement, or (ii) any event of default by Company. The covenants of this Section 8 shall run with the Property and shall remain in effect at all times during the Term.

9. Company's Covenant To Maintain the Property on Tax Rolls During the Term. Company covenants to the City to maintain the Property on the County of San Bernardino, California, secured real property tax rolls throughout the Term.

9.1 During the Term, Company, and its successors and assigns, covenants and agrees to pay all property tax bills with respect to the Property and all improvements thereon on or before the last calendar day for the timely payment of each property tax installment on each December 10 and April 10, and to timely pay all supplemental tax bills regarding such property issued by the County of San Bernardino, California.

9.2 The covenants of this Section 9 shall run with the Property and shall remain in effect for the Term.

10. Company's Covenant to Maintain the Property in Good Condition. Company covenants to the City that it shall maintain areas of the Property that are subject to public view (including all existing improvements, paving, walkways, landscaping, exterior signage and ornamentation) in good repair and a neat, clean and orderly condition, ordinary wear and tear excepted. If, at any time during the Term, there is a Maintenance Deficiency, then the City may notify Company in writing of the Maintenance Deficiency. If Company fails to cure or commence and diligently pursue to cure the Maintenance Deficiency within thirty (30) calendar days of receipt of notice of the Maintenance Deficiency, the City may conduct a public hearing, following transmittal of written notice of the hearing to Company, at least, ten (10) calendar days prior to the scheduled date of such public hearing, to verify whether a Maintenance Deficiency exists and whether Company has failed to comply with the provisions of this Section 10. If, upon the conclusion of the public hearing, the City finds that a Maintenance Deficiency exists and that there appears to be non-compliance with the general maintenance standard described above, the City shall have the right to enter the Property and perform all acts necessary to cure the Maintenance Deficiency, or to take any other action at law or in equity that may then be available to the City to accomplish the abatement of the Maintenance Deficiency.

10.1 Graffiti, as this term is defined in California Government Code Section 38772, that has been applied to any exterior surface of a structure or improvement on the Property that is visible from any public right-of-way adjacent or contiguous to the Property, shall be removed by Company by either painting over the evidence of such vandalism with a paint that has been color-matched to the surface on which the paint is applied, or graffiti may be removed with solvents, detergents or water, as appropriate. If any such graffiti is not removed within two (2) business days following the time of the discovery of the graffiti, the City shall have the right to enter the Property and remove the graffiti, without notice.

10.2 The City and Company further mutually understand and agree that the rights conferred upon the City under Section 10 expressly include the power to establish and enforce a lien or other encumbrance against the Property (individually or collectively), or any portion thereof, in the manner provided under California Civil Code Sections 2924, 2924b and 2924c in an amount reasonably necessary to restore the Property to the maintenance standard required under Section 10, including the reasonable attorneys' fees and costs of the City associated with the abatement of the Maintenance Deficiency or removal of graffiti. For the purposes of the preceding sentence the words "reasonable attorneys' fees and costs of the City" mean and refer to the salaries, benefits and costs of the City Attorney and the lawyers employed in the office of the City Attorney. Nothing in Section 10 shall be deemed to preclude Company from making any alteration, addition, or other change to any structure or improvement or landscaping on the Property, provided that such changes comply with applicable City Requirements.

10.3 The covenants of this Section 10 shall run with the Property and shall remain in effect for the Term.

11. Company's Covenant to Use Property In Accordance With Agreement. Company covenants and agrees for itself, its successors and assigns and all voluntary and involuntary successors in interest to the Property or any part thereof, that the Property shall, for the full Term of this Agreement, be put to no use other than the Project and operation of the Business Activities. The covenant of this Section 11 shall run with the interest in the Property and shall remain in effect for the Term.

12. Company's Covenant Not to Discriminate. Company covenants by and for itself, himself or herself, its, his or her heirs, executors, administrators, and assigns, and all Persons claiming under or through it, him or her, and this Agreement is made and accepted upon and subject to the following conditions:

12.1 Standards. That there shall be no discrimination against or segregation of any Person or group of Persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the Property nor shall Company, itself, himself or herself, or any Person claiming under or through it, him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the Property.

13. Payment of Prevailing Wages.

13.1 Company acknowledges that the City has made no representation, express or implied, to Company or any person associated with Company regarding whether or not laborers employed relative to the construction and installation of improvements on the Property, if any, must be paid the prevailing per diem wage rate for their labor classification, as determined by the State of California, pursuant to California Labor Code Sections 1720, *et seq.* Company agrees with the City that Company shall assume the responsibility and be solely responsible for determining whether or not laborers employed relative to any construction of capital improvements on the Property must be paid the prevailing per diem wage rate for their labor

classification, as determined by the State of California, pursuant to California Labor Code Sections 1720, et seq.

13.2 Company, on behalf of itself, its successors, and assigns, waives and releases the City from any right of action that may be available to any of them pursuant to California Labor Code Sections 1726 and 1781. Company acknowledge the protections of California Civil Code Section 1542 relative to the waiver and release contained in this Section 13.2, which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS/HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM/HER MUST HAVE MATERIALLY AFFECTED HIS/HER SETTLEMENT WITH THE DEBTOR.

BY INITIALING BELOW, COMPANY KNOWINGLY AND VOLUNTARILY WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 SOLELY IN CONNECTION WITH THE WAIVERS AND RELEASES OF THIS SECTION 13:

Company

13.3 Additionally, Company shall indemnify, defend with counsel acceptable to the City and hold harmless the City against any claims pursuant to California Labor Code Section 1781 arising from this Agreement or the construction or installation of any improvements on the Property, in accordance with the terms of Section 13 of this Agreement.

13.4 Notwithstanding any other provision of this Agreement, the City shall not be under any duty to monitor or ensure the compliance of Company with any State of California labor laws, including, without limitation, prevailing wage laws.

14. Indemnification. The Parties hereby agree to indemnify and save and hold one another harmless from and against all “damages” (which term shall mean actual cash expenditures arising out of, resulting from, or relating to any damage, liability, loss, cost or deficiency, including, but not limited to, reasonable attorneys’ fees and other costs and expenses incident to proceedings or investigations for the defense of any claim) incurred by any of the Parties arising out of, resulting from, or relating to any failure by any of the Parties to duly perform and observe any term, provision or covenant to be performed by any of the Parties pursuant to this Agreement.

15. Defense of this Agreement. Company acknowledges that the City is a “public entity” as defined under applicable State of California law. Therefore, the City must satisfy the requirements of certain State of California statutes relating to the actions of public entities, including, without limitation, CEQA. Also, as a public body, the City’s action in approving this Agreement may be subject to proceedings to invalidate this Agreement, injunctive relief or damages. Company assumes the risk of delays and damages that may result to Company from any third-party legal actions related to the City’s approval of this Agreement or the pursuit of the

activities contemplated by this Agreement, even in the event that an error, omission or abuse of discretion by the City is determined to have occurred. If a third-party files a legal action regarding the City's approval of this Agreement or the pursuit of the activities contemplated by this Agreement, the City may terminate this Agreement on thirty (30) calendar days' written notice to Company of the City's intent to terminate this Agreement, referencing this Section 15, without any further obligation to perform the terms of this Agreement and without any liability to Company resulting from such termination, unless Company unconditionally agree to indemnify and defend the City against such third-party legal action, as provided hereinafter in this Section 15. Within thirty (30) calendar days of receipt of the City's notice of intent to terminate this Agreement, as provided in the preceding sentence, Company may offer to defend the City in the third-party legal action and pay all of the court costs, attorney fees, monetary awards, sanctions, attorney fee awards, expert witness and consulting fees, and the expenses of any and all financial or performance obligations resulting from the disposition of the legal action. Any such offer from Company must be in writing and in a form reasonably acceptable to the City. Nothing contained in this Section 15 shall be deemed or construed to be an express or implied admission that the City is or may be liable to Company or any other person or entity for damages alleged from any alleged or established failure of the City to comply with any statute, including, without limitation, CEQA.

16. No Effect on City's Legislative Authority. Nothing in this Agreement shall limit or restrict the authority of the City Council to take any other actions with respect to the Property and/or Company without notice to or consent from Company, except as may otherwise be expressly provided by applicable law.

17. Nonliability of the City or City Officials and Employees. No council member, official, contractor, consultant, attorney or employee of the City shall be personally liable to Company, any voluntary or involuntary successors or assignees, or any lender or other party holding an interest in the Property, in the event of any default or breach by the City, or for any amount which may become due to Company or to its successors or assignees, or on any obligations arising under this Agreement.

18. Conflict of Interests. No council member, official, contractor, consultant, attorney or employee of the City shall have any personal interest, direct or indirect, in this Agreement nor shall any such council member, official or employee participate in any decision relating to this Agreement which affects his/her personal interests or the interests of any corporation or partnership in which he/she is directly or indirectly interested.

19. Defaults - General. Subject to any extensions of time provided for in this Agreement for event of Enforced Delay, the occurrence of any of the following shall constitute a "Default."

19.1 The failure by any Party to perform any obligation of such Party under this Agreement for the payment of money, if such failure is not cured within ten (10) calendar days after the non-performing Party's receipt of written notice from the injured Party that such obligation was not performed when due; or

19.2 The failure by any Party to perform any of its obligations set forth in this Agreement, other than obligations subject to Section 19.1, if such failure is not cured within thirty (30) calendar days after the non-performing Party's receipt of written notice from the

injured Party that such obligation was not performed when due or, if such failure is of a nature that cannot reasonably be cured within thirty (30) calendar days, the failure by such Party to commence such cure within thirty (30) calendar days after receipt of such notice and to, thereafter, diligently prosecute such cure to completion; or

19.3 Any representation or warranty by any Party in this Agreement proves to have been false and misleading in any material respect when made and said Party does not take the necessary action, following notice pursuant to Section 19.2, to remedy said misrepresentation or breach of warranty within the time period set forth in Section 19.2, such that the original misrepresentation or warranty becomes truthful and accurate.

19.4 Any failure or delays by any Party in asserting any of their rights and/or remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies. Delays by any Party in asserting any of their rights and/or remedies shall not deprive any Party of its right to institute and maintain any action or proceedings that it may deem necessary to protect, assert or enforce any such rights or remedies.

20. City Remedies. The City's rights and remedies for a Default by Company shall be any one or more of the following, as applicable:

20.1 For any Default, pursue any available legal or equitable action or remedy to (1) recover damages to the City arising from such Default, including, without limitation, to collect any amount of money due to the City from Company, or (2) preclude a breach of this Agreement or compel Company to perform in accordance with the requirements of this Agreement, following the notice and opportunity to cure provided in Section 19.1; and

20.2 For any Default, off-set any amount of money due to the City from Company, following the notice and opportunity to cure provided in Section 19.1 or 19.2, as applicable, against any Covenant Payment(s) due or becoming due to Company; and

20.3 For any Default of an obligation arising under any of Sections 4, 5, 6, 7, 8, 9, 10, 11, or 12, suspend any Covenant Payments due hereunder during any period during which such a Default exists. If two consecutive Covenant Payments are suspended in accordance with this Section 20.3, then the City may, at its option, elect to immediately terminate this Agreement and all of its obligations hereunder, including any obligations concerning unaccrued and suspended Covenant Payments, without cost, expense or liability; and

20.4 For any Default which consists of the failure by Company to complete all material elements of the Project (excluding failure caused by an Enforced Delay) by the Completion Date, or any extension as may be provided per this Agreement, immediately terminate this Agreement and all of the City's obligations hereunder, including any obligations concerning unaccrued and suspended Covenant Payments, without cost, expense or liability; and

20.5 For any Default, the City may, at its option, require Company to pay to City an amount equal to the number of Operating Years in the Term in which the Default occurred multiplied by the average TOT during the Eligibility Period.

21. Legal Actions. In addition to any other rights or remedies, any Party may institute legal action to cure, correct or remedy any Default, to recover general or consequential damages for any Default, or to obtain any other remedy available to that Party under this Agreement or at law or in equity.

22. Governing Law. The procedural and substantive laws of the State of California shall govern the interpretation and enforcement of this Agreement, without regard to its conflicts of laws principles.

23. Rights and Remedies are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties under this Agreement are cumulative and the exercise by any Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by another Party.

24. Incorporation of Recitals. The Recitals of fact set forth in this Agreement are true and correct and are incorporated into this Agreement in their entirety by this reference.

25. Notices, Demands and Communications Between the Parties.

25.1 Any and all notices, demands or communications submitted by a Party to the other Party pursuant to or as required by this Agreement shall be proper, if in writing and dispatched by messenger for immediate personal delivery, by a nationally recognized overnight courier service or by registered or certified United States mail, postage prepaid, return receipt requested, to the principal office of the Party, as designated in Section 25.2. Such written notices, demands and communications may be sent in the same manner to such other addresses as the Party may from time to time designate. Any such notice, demand or communication shall be deemed to be received by the addressee, regardless of whether or when any return receipt is received by the sender or the date set forth on such return receipt, on the calendar day that it is dispatched by messenger for immediate personal delivery, on the date of delivery by a nationally recognized overnight courier service or three (3) calendar days after it is placed in the United States mail, as provided in this Section 25.1.

25.2 The following are the authorized addresses for the submission of notices, demands or communications to the Parties:

To City: City of Colton
650 N. La Cadena Drive
Colton , CA 92324
Attention: City Manager

With a copy to: Best Best & Krieger LLP
3390 University Avenue
Riverside, CA 92501
Attention: Marco Martinez

To Owner: _____

Attn: _____

26. Attorneys' Fees. In the event of the bringing of an arbitration, action or suit by a Party to this Agreement against the other Party to this Agreement by reason of any breach of any of the covenants or agreements or any intentional inaccuracies in any of the representations and warranties on the part of the Party arising out of this Agreement or any other dispute between the Parties concerning this Agreement, then, in that event, the prevailing party in such action or dispute, whether by final judgment or arbitration award, shall be entitled to have and recover of and from the other Party or Parties all costs and expenses of suit or claim, including reasonable attorneys' fees. Any judgment, order or award entered in any final judgment or award shall contain a specific provision providing for the recovery of all costs and expenses of suit or claim, including reasonable attorneys' fees (collectively, the "Costs") incurred in enforcing, perfecting and executing such judgment or award. For the purposes of this Section 26, Costs shall include, without implied limitation, reasonable attorneys' and experts' fees, costs and expenses incurred in the following: (i) post judgment motions and appeals, (ii) contempt proceedings, (iii) garnishment, levy and debtor and third party examination; (iv) discovery; and (v) bankruptcy litigation. This Section 26 shall survive any termination of this Agreement.

27. Conflict of Interest. No member, official or employee of the City having any conflict of interest, direct or indirect, related to this Agreement or the Project on the Property shall participate in any decision relating to this Agreement. The Parties represent and warrant that they do not have knowledge of any such conflict of interest.

28. Jurisdiction and Venue. Any legal action or proceeding concerning this Agreement shall be filed and prosecuted in the appropriate state or federal court in the County of San Bernardino, State of California. All Parties to this Agreement irrevocably consent to the personal jurisdiction of that court.

29. Interpretation. No inference in favor of or against any Party shall be drawn from the fact that such Party has drafted any part of this Agreement. The Parties have both participated substantially in the negotiation, drafting, and revision of this Agreement, with advice from legal and other counsel and advisers of their own selection. In any action or proceeding to interpret or enforce this Agreement, the finder of fact may refer to any extrinsic evidence not in direct conflict with any specific provision of this Agreement to determine and give effect to the intention of the Parties.

30. Counterpart Originals; Integration. This Agreement may be executed in duplicate originals, each of which is deemed to be an original, but all of which taken together shall constitute one and the same instrument. This Agreement and the Exhibits attached to this Agreement represent the entire understanding of the Parties and supersedes all negotiations, letters of intent, memoranda of understanding or previous agreements between the Parties with respect to all or any part of the subject matter of this Agreement.

31. No Waiver. Failure to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of such term,

covenant or condition, nor shall any waiver or relinquishment of any rights or powers under this Agreement at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

32. Time is of the Essence/Force Majeure. Time is of the essence in the performance of the Parties' obligations under this Agreement. In addition to specific provisions of this Agreement providing for extensions of time, times for performance under this Agreement shall be extended when there occurs an Enforced Delay, provided, however, that the Party claiming the extension notify the other Party of the nature of the matter causing the Enforced Delay within thirty (30) calendar days from the occurrence thereof; and, provided further, that the extension of time shall be only for the period of the Enforced Delay.

32.1 ANYTHING IN THIS AGREEMENT TO THE CONTRARY NOTWITHSTANDING, COMPANY EXPRESSLY ASSUMES THE RISK OF UNFORESEEABLE CHANGES IN ECONOMIC CIRCUMSTANCES AND/OR MARKET DEMAND/CONDITIONS AND WAIVES, TO THE GREATEST LEGAL EXTENT, ANY DEFENSE, CLAIM, OR CAUSE OF ACTION BASED IN WHOLE OR IN PART ON ECONOMIC NECESSITY, IMPRACTICABILITY, CHANGED ECONOMIC CIRCUMSTANCES, FRUSTRATION OF PURPOSE, OR SIMILAR THEORIES.

Company

32.2 COMPANY EXPRESSLY AGREES THAT ADVERSE CHANGES IN ECONOMIC CONDITIONS, EITHER OF COMPANY SPECIFICALLY OR THE ECONOMY GENERALLY, OR CHANGES IN MARKET CONDITIONS OR DEMANDS, SHALL NOT OPERATE TO EXCUSE OR DELAY THE STRICT OBSERVANCE OF EACH AND EVERY OF THE OBLIGATIONS, COVENANTS, CONDITIONS AND REQUIREMENTS OF THIS AGREEMENT. COMPANY EXPRESSLY ASSUMES THE RISK OF SUCH ADVERSE ECONOMIC OR MARKET CHANGES, WHETHER OR NOT FORESEEABLE AS OF THE EFFECTIVE DATE.

Company

33. No Third Party Beneficiaries. Except as may be expressly provided otherwise in this Agreement, (a) the performance of the Parties' respective obligations under this Agreement is not intended to benefit any party other than the City and Company, and (b) no person or entity not a signatory to this Agreement shall have any rights or causes of action against any Party to this Agreement as a result of that Party's performance or non-performance under this Agreement.

34. No Effect on Eminent Domain Authority. Nothing in this Agreement shall be deemed to limit, modify, or abridge or affect in any manner whatsoever the City's eminent domain powers with respect to the Property, the Business or any other improvements on the Property.

35. Tax Consequences. Company acknowledges that it may experience tax consequences as a result of its receipt of the payments provided for in this Agreement and agrees that it shall bear any and all responsibility, liability, costs, and expenses connected in any way therewith.

36. Warranty against Payment of Consideration for Agreement. Company warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. Third parties, for the purposes of this Section 36, shall not include persons to whom fees are paid for professional services if rendered by attorneys, financial consultants, accountants, engineers, architects and the like when such fees are considered necessary by Company.

37. Exhibits. The following is a list of the Exhibits attached to this Agreement. Each of the exhibits referenced in this Section 37 are incorporated by this reference into the text of this Agreement.

- Exhibit A Legal Description of Property
- Exhibit B Scope of Development
- Exhibit C Schedule of Performance of Project
- Exhibit D Form of Certificate of Completion

38. Amendment. This Agreement may be amended only by a written instrument executed by Company and the City.

39. Severability. If any provision of this Agreement shall be declared invalid, inoperative or unenforceable by a final judgment or decree of a court of competent jurisdiction such invalidity or unenforceability of such provision shall not affect the remaining provisions of this Agreement, which are hereby declared by the City and Company to be severable from any other provision that is found by a court to be invalid or unenforceable.

40. Titles and Headings for Reference Only. The titles and headings of the Sections of this Agreement have been inserted for convenience of reference only and are not to be considered a part of this Agreement and shall not in any way modify or restrict the meaning of any of the terms or provisions of this Agreement.

41. Binding on Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.

42. 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.

[Signatures on following Page]

SIGNATURE PAGE
TO
TOT OPERATING COVENANT AGREEMENT
(_____)

CITY:

CITY OF COLTON
a California Municipal Corporation

By: _____
William R. Smith
City Manager

COMPANY:

[INSERT NAME, TYPE OF ENTITY]

By: _____
[NAME]
[TITLE]

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

By: _____
Marco Martinez
City Attorney

APPROVED AS TO LEGAL FORM:

[NAME]

By: _____
Legal Counsel

EXHIBIT A
TO
TOT OPERATING COVENANT AGREEMENT
()

Legal Description of Property

LEGAL DESCRIPTION

Real property in the City of Colton, County of San Bernardino, State of California, described as follows:

Exhibit A

EXHIBIT B
TO
TOT OPERATING COVENANT AGREEMENT
()

Scope of Development

[Attached Behind This Page]

Exhibit B

EXHIBIT C
TO
TOT OPERATING COVENANT AGREEMENT
(_____)

Schedule of Performance for Project

[Attached Behind This Page]

EXHIBIT D
TO
TOT OPERATING COVENANT AGREEMENT
()

Form of Certificate of Completion

[Attached Behind This Page]

Exhibit D

FORM OF CERTIFICATE OF COMPLETION

When Recorded, Mail to:

I, the City Manager of the City of Colton (“City”), hereby certify as follows:

Section 1. The Project required to be constructed in accordance with that certain TOT Operating Covenant Agreement (“Agreement”) dated [INSERT DATE] by and between the City and _____ (“Company”) on certain real property, as more specifically described in the Agreement (“Property”), has been completed in accordance with the provisions of the Agreement.

Section 2. This Certificate of Completion shall constitute a conclusive determination by the City of Company’s satisfaction of its obligation under the Agreement to commence the operation of [INSERT BUSINESS] on the Property, including any and all buildings, parking areas, landscaping areas and related improvements necessary to support or meet any requirements applicable to the Project and its use and occupancy on the Property, excluding any normal and customary tenant improvements and minor building “punch-list” items. The Agreement is an official record of the City and a copy of the Agreement may be inspected in the office of the City Clerk located at _____, during the regular business hours of the City.

DATED AND ISSUED this ___ calendar day of _____, ____.

City Manager

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STAFF REPORT

DATE: NOVEMBER 15, 2016
 TO: HONORABLE MAYOR AND CITY COUNCIL
 FROM: BILL SMITH, CITY MANAGER
 PREPARED BY: CARLOS CAMPOS, CITY ATTORNEY
 MARK TOMICH, DEVELOPMENT SERVICES DIRECTOR
 SUBJECT: CONSIDER INTRODUCTION OF AN ORDINANCE AMENDING PORTIONS OF CHAPTER 18.58 OF THE COLTON MUNICIPAL CODE RELATING TO ADMINISTRATION OF THE CITY'S ZONING CODE

RECOMMENDED ACTION

It is recommended that the City Council:

1. Introduce by title only and waive further reading of Ordinance No. O-24-16 – “An Ordinance of the City Council of the City of Colton Amending Portions of Chapter 18.58 of Title 18 of the Colton Municipal Code Relating to Administration of the City’s Zoning Code.”

BACKGROUND

The Colton Zoning Code (Colton Municipal Code, Title 18) regulates the use and development of land within the City. Chapter 18.58 of Title 18 sets forth the administrative process for the City’s consideration of land use and development applications. These include noticing requirements, hearing procedures, findings, conditions of approval, appeals, etc.

DISCUSSION

The attached ordinance amends various portions of Chapter 18.58 in order to update the City’s zoning administrative process. The principal amendments are as follows:

- SECTION 2 - CMC 18.58.070 currently provides that any land use entitlement that is not exercised within one year is automatically null and void. This amendment would update the language to provide that such entitlements are subject to revocation or surrender. Under current court precedent, land use entitlements cannot be automatically nullified, even if not exercised by the applicant. Rather, the City must formally revoke the entitlement after providing the applicant notice and an opportunity for a public hearing. Of course, the applicant may also surrender the entitlement prior to revocation.

- SECTION 3 – Consistent with SECTION 2, this amendment updates language to provide that failure to exercise an entitlement within one year or surrendering it are grounds for the City to revoke a land use entitlement.
- SECTION 4 – This clarifies and streamlines the application appeal process.
 - Currently, the Planning Commission has 10 days to notify an applicant by mail of its decision. However, it must notify the Council of its decision within 2 calendar days. In order to harmonize these provisions, the Ordinance requires mailed notice to both the applicant and Council within 2 working days.
 - Currently, an applicant may file an appeal to the City Council within 10 calendar days following the applicant's receipt of the Planning Commission's notice of decision. However, any two Councilmembers may appeal the decision within 7 calendar days after the mailing of the Commission's decision. In order to provide a uniform appeal deadline, both are proposed to be set at 10 calendar days. Further, the deadline would be 10 days from the date the notice of decision was mailed out, not received by the applicant. Sometimes, it can be difficult to ascertain when an applicant actually received the decision, making it challenging to establish an appeal deadline. On the other hand, the City can readily document when it mailed a notice to the applicant or Councilmembers, making calculation of the 10 day appeal period more straightforward.
 - Currently, only an applicant and two Councilmembers may file an appeal of a Planning Commission decision. This amendment also allows any interested person who submitted written or oral comment at the specific Planning Commission hearing to file an appeal of that decision.
 - This amendment also clarifies what happens if the Council is unable to render a decision on appeal. If this occurs, the decision of the Planning Commission becomes final.

Under State law, an Ordinance which affects the use of land within the City must be reviewed by the Planning Commission before City Council consideration. However, this Ordinance does not affect the use, height, size or intensity of land, buildings or structures. This Ordinance merely amends administrative provisions of the Zoning Code. No changes in use, height, size, etc. are contemplated. Therefore, the City Council may consider this Ordinance directly like other ordinances. Nevertheless, if the Council wishes to seek the Planning Commission's input, it is free to refer the matter to the Planning Commission.

FISCAL IMPACTS

None.

ENVIRONMENTAL IMPACTS

Staff recommends that this action be determined Categorical Exempt under California Environmental Quality Act (CEQA) Guidelines Section 15378(b)(5) because the Ordinance relates to organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment, and therefore is not a project within the meaning of the California Environmental Quality Act.

ALTERNATIVES

1. Provide alternative direction to staff.

ATTACHMENT

1. Ordinance O-24-16

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ORDINANCE NO. O-24-16

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLTON AMENDING PORTIONS OF CHAPTER 18.58 OF TITLE 15 OF THE COLTON MUNICIPAL CODE RELATING TO ADMINISTRATION OF THE CITY'S ZONING CODE

WHEREAS, the City Council of the City of Colton desires to amend certain provisions of the Colton Zoning Code in order to clarify the procedures relating to zoning and land use hearings, appeals and decisions by the City; 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 Section 18.58.070 of Chapter 18.58 of the Colton Municipal Code to read as follows:

“Section 18.58.070 – Expiration of Land Use Entitlements.

Any land Use entitlement described in this chapter granted by the Commission becomes ~~null and void~~ ***subject to revocation or surrender*** if not exercised within one Year of the date of Approval thereof. Upon Written Application by the Applicant or Property Owner filed prior to the expiration of the Approved land Use entitlement, the time at which the land Use entitlement expires May be extended by the Commission for an additional one Year period, at a time, for good cause. The existence of "Good Cause" will be determined at the sole discretion of the Commission. No more than four extensions May be granted for any Approved land Use entitlement. Upon Written Application by the Applicant or Property Owner filed prior to the expiration of the land Use entitlement, the Approved land Use entitlement Shall automatically be extended for thirty Days or until the Application for extension is Approved or denied, whichever occurs first. All requests for extension Shall be acted upon by the Commission on the consent calendar.”

SECTION 3. The City Council of the City of Colton hereby amends Section 18.58.080 of Chapter 18.58 of the Colton Municipal Code to read as follows:

“Section 18.58.080 – Revocation of Land Use Entitlements.

A. Any land Use entitlement described in this chapter may, by action of the Commission, be revoked ***or surrendered*** upon any one or more of the Following grounds:

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2 C. Upon receipt of a Written Appeal, the City Clerk Shall advise the Secretary of the
3 Planning Commission who Shall transmit to the City Clerk the Planning Commission's Complete
Record of the case.

4 D. Within forty Days Following receipt of the filing of a Written Appeal, the City Council
5 Shall conduct a duly advertised Public Hearing on the Matter, or Shall appoint a Neutral Hearing
6 Officer, as further specified in Section 18.58.101, to conduct a duly advertised Public Hearing on
the Matter, Public Notice of which Shall be given.

7 E. The City Council Shall announce its findings and Decision by formal Resolution not more
8 than forty Days Following the hearing, and the Resolution Shall recite, among other things, the
9 facts and reasons which, in the opinion of the City Council, make the Approval or denial of the
Application necessary to carry out the general purpose of this title.

10 F. The action by the City Council Shall be by a majority vote of the entire membership of the
Council and Shall be final and conclusive.

11 G. In the event of an Appeal as provided above, the action of the Commission in the Matter
12 Shall forthwith be void and of no force or effect *suspended pending the Appeal*. Thereafter, the
13 ~~powers and duties of the Commission Shall be exercised by the City Council.~~ *Upon the City*
14 *Council's rendering of a decision on Appeal, the action of the Commission in the Matter shall*
15 *be void and of no force of effect. In the event that the City Council is unable to render a*
16 *decision on Appeal, the decision of the Commission shall be final and conclusive.*

17 H. Any two members of the City Council May Appeal the Decision of the Commission on a
18 land Use Application, within ~~seven~~ *ten* calendar Days after mailing of the Notice of ~~such~~
19 ~~Decision~~ *the Commission's decision*. Such ~~Notice of the Commission's decision~~ Must be mailed
20 within two calendar *working* Days after such ~~determination~~ *decision* by the ~~Planning~~
21 ~~Commission~~ to the members of the City Council.”

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

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

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2016.

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Richard A. DeLaRosa, Mayor

ATTEST:

Carolina R. Padilla, City Clerk

APPROVED AS TO FORM:

Best Best & Krieger LLP
City Attorney

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DATE: NOVEMBER 15, 2016
TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
FROM: CARLOS CAMPOS, CITY ATTORNEY
SUBJECT: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLTON AMENDING THE TITLE OF SECTION 2.04.040 OF CHAPTER 2.04 OF THE COLTON MUNICIPAL CODE RELATING TO THE EXECUTIVE ASSISTANT TO THE COUNCIL/OFFICE MANAGER AND SECTION 2.04.040 ITSELF

RECOMMENDED ACTION

It is recommended that the City Council waive full reading and introduce by title only Ordinance No. O-25-16, an Ordinance of the City Council of the City of Colton amending the title of Section 2.04.040 of Chapter 2.04 of the Colton Municipal Code relating to the Executive Assistant to the Council/Office Manager and Section 2.04.040 itself.

BACKGROUND

The City Council retitled and reclassified the position of Executive Assistant to the Council/Office Manager to Executive Administrator to the Mayor and Council in 2014. As such, the title of Section 2.04.040 of Chapter 2.04 of the Colton Municipal Code should be amended to reflect this reclassification because the position of “Executive Assistant to the Council/Office Manager” no longer exists.

The City Council took action to retitle and reallocate the position of “Executive Assistant to the Council/Office Manager” in order to more accurately describe the duties and responsibilities of the position and to allow for a salary increase to adequately compensate for such duties and responsibilities. However, the title of Section 2.04.040 of Chapter 2.04 of the Colton Municipal Code has not since been amended to reflect this reclassification. City staff recommends the City adopt the proposed ordinance amendment so that the title of Section 2.04.040 of Chapter 2.04 of the Colton Municipal Code reflect the current and correct job title of “Executive Administrator to the Mayor and Council.”

The Executive Administrator to the Mayor and Council may sometimes be called to perform duties above and beyond normal duties of the position. So that the City Council can address these special needs when appropriate, Section 2.04.040 of Chapter 2.04 of the Colton Municipal Code should be amended to enable the City Council to enter into a separate employment agreement with the Executive Assistant to the Council/Office Manager to provide for such duties and the any corresponding compensation and/or benefits.

At present, the Colton Municipal Code lacks a provision that would allow the City Council to enter into such an employment agreement with the Executive Assistant to Council/Office Manager. This means that the City can only hire an Executive Assistant to Council/Office Manager in accordance with the Compensation and Benefits Resolution for Non-Represented Confidential Group Employees. City staff recommends the City adopt the proposed ordinance amendment so that the City Council has the increased flexibility of entering into an employment agreement with the Executive Assistant to Council/Office Manager.

ISSUES/ANALYSIS

The proposed ordinance amends Colton Municipal Code, amending Section 2.04.040 of Chapter 2.04 of the Code. If adopted, Ordinance No. O-25-16 would do the following:

- Change the title of Section 2.04.040 of Chapter 2.04 of the Colton Municipal Code from “Executive Assistant to the Council/Office Manager” to “Executive Administrator to the Mayor and Council.”
- Provide the City Council with the option of entering into a separate employment agreement with the Executive Assistant to the Council/Office Manager; and
- Give precedence to the terms of any executed employment agreement over any differing or conflicting provisions of the Compensation and Benefits Resolution for Non-Represented Confidential Group Employees of the City of Colton.

FISCAL IMPACTS

No fiscal impact.

ALTERNATIVES

1. In order to allow this proposed ordinance to become effective sooner, the City may consider adjourning the November 15, 2016 Regular City Council meeting to a date and time certain five days later, at which time this proposed ordinance can be adopted (second reading).

ATTACHMENT

1. Ordinance No. O-25-16

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such invalidity shall not affect other provisions of this Ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this Ordinance are declared to be severable.

SECTION 3. Effective Date. This Ordinance shall become effective thirty (30) days after its adoption.

SECTION 4. Certification. The City Clerk shall certify to the adoption of this Ordinance and cause it, or a summary of it, to be published once in a newspaper of general circulation printed and published within the City of Colton.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2016.

Richard A. DeLaRosa, Mayor

ATTEST:

Carolina R. Padilla, City Clerk



STAFF REPORT

ITEM NO. 18

DATE: NOVEMBER 15, 2016
TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
FROM: CARLOS CAMPOS, CITY ATTORNEY
SUBJECT: EMPLOYMENT AGREEMENT FOR THE EXECUTIVE ADMINISTRATOR TO THE MAYOR AND COUNCIL

RECOMMENDED ACTION

It is recommended that the City Council approve the employment agreement between the City of Colton and the Executive Administrator to the Mayor and Council.

BACKGROUND

The Executive Administrator to the Mayor and Council may sometimes be called to perform duties above and beyond normal duties of the position. In order to provide for such duties and any corresponding compensation and/or benefits, it is necessary for the City to enter into a separate employment agreement with the Executive Administrator to the Mayor and Council. The terms of such agreement will take precedence over any differing or conflicting provisions of the Compensation and Benefits Resolution for Non-Represented Confidential Group Employees of the City of Colton.

At present, the City lacks the ability to compensate the Executive Administrator to the Mayor and Council for duties performed that are above and beyond the normal duties of the position. City staff recommends that the City adopt the proposed employment agreement in order to remedy this issue of not compensating the Executive Administrator to the Mayor and Council for such additional duties performed.

ISSUES/ANALYSIS

The proposed employment agreement is between the City and the Executive Administrator to the Mayor and Council. If adopted, the employment agreement would do the following:

- Provide compensation to the Executive Administrator to the Mayor and Council for duties performed that are above and beyond the normal duties of the position; and
- Take precedence over any differing or conflicting provisions of the Compensation and Benefits Resolution for Non-Represented Confidential Group Employees of the City of Colton.
- Be effective on January 10, 2017 and terminate on December 31, 2017; in order to allow the proposed ordinance amending section 2.04.040 to become effective.

FISCAL IMPACTS

The employment agreement provides for supplemental compensation in the amount of \$17,100 for duties performed that are above and beyond the normal duties of Executive Administrator to the Mayor and Council.

ALTERNATIVES

None.

ATTACHMENT

1. Employment Agreement for the Executive Administrator to the Mayor and Council

CITY OF COLTON
EMPLOYMENT AGREEMENT
FOR
EXECUTIVE ADMINISTRATOR TO THE MAYOR AND COUNCIL
(ADELFA FLORES)

1. PARTIES AND DATE.

This Agreement (hereinafter referred to as the "Agreement") is made and entered into this _____ day of _____, 2016 by and between the CITY OF COLTON, a municipal corporation (hereinafter referred to as "City") and Adelfa Flores (hereinafter referred to as "Employee"), in order to provide in writing the terms and conditions of employment for Executive Administrator to the Mayor and Council. City and Employee are sometimes individually referred to herein as "Party" and collectively as "Parties" throughout this Agreement.

2. RECITALS.

2.1 Executive Administrator to the Mayor and Council.

Employee has been employed as the Executive Administrator to the Mayor and Council for the City of Colton. City desires to continue to employ the services of Employee as Executive Administrator to the Mayor and Council for the City of Colton, and Employee desires to accept the continued employment in said position. In addition, Employee has performed services above and beyond the duties of her position of Executive Administrator to the Mayor and Council, and will likely continue performing such services. This agreement is designed to set forth the terms of Employee's employment and to compensate her for any such additional services.

2.2 Terms of Employment.

It is the desire of the Parties through this Agreement to provide for certain benefits, establish conditions of employment, and to set working conditions for Employee.

3. TERMS.

3.1 Employment.

Pursuant to City of Colton Municipal Code section 2.04.040, the City hereby agrees to continue to employ Employee as the Executive Administrator to the Mayor and Council and Employee agrees and does accept such continued employment, upon the terms and conditions set forth herein.

3.2 Duties.

3.2.1 Designated Duties. Employee hereby agrees to perform the functions and duties of Executive Administrator to the Mayor and Council. Employee shall also perform other legally permissible and proper duties and functions as the City Council shall from time to time assign. Employee further agrees to perform all such functions and duties to the best of her ability and in an efficient and competent manner.

3.2.2 Control and Supervision. Employee shall serve at the will and pleasure of the City Council, and will be under the City Council's day-to-day supervision and direction.

3.2.3 City Council Meetings. Employee shall attend all City Council meetings, unless excused or directed otherwise.

3.2.4 Moonlighting. Employee will focus her professional time, ability, and attention on City business during the term of this Agreement. To the extent consistent with applicable law, Employee shall not engage in any other business duties or pursuits whatsoever or, directly or indirectly, render any services of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, without the prior consent of the City Council, except that:

(1) The expenditure of reasonable amounts of time not in conflict with the City's needs and interests, for educational, charitable, community, and professional activities, shall not be deemed a breach of this Agreement and shall not require prior consent.

(2) This Agreement shall not be interpreted to prohibit Employee from making passive personal investments or conducting private business affairs if those activities do not materially interfere with the services required under this Agreement or create conflicts of interest.

3.2.5 City Documents. All data, studies, reports and other documents prepared by Employee while performing her duties during the term of this Agreement shall be furnished to and become the property of the City, without restriction or limitation on their use. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Employee in connection with the performance of this Agreement shall be held confidential by Employee. Such materials shall not, without the prior written consent of the City Council, be used by Employee for any purposes other than the performance of her duties. Nor shall such materials be disclosed to any person or entity not connected with the performance of services under this Agreement, except as required by law.

3.3 Term.

Subject to the termination provisions in Section 3.4, the Term of this Agreement shall commence on January 10, 2017 and shall terminate on December 31, 2017. Upon termination of this Agreement, Employee intends to voluntarily resign from her position as Executive Administrator to the Mayor and Council with the City. Employee's voluntary resignation will be effective simultaneously with the termination of this Agreement on December 31, 2017.

3.4 Termination; Severance Payment.

3.4.1 Termination. The Parties hereby expressly agree that the employment relationship created by this Agreement is "at-will" and that Employee serves at the will and pleasure of the City Council. Nothing in this Agreement, any statute, ordinance, or rule shall prevent, limit or otherwise interfere with the right of the City Council, by super majority vote of five (5) members, to terminate, without cause or right of appeal or grievance, except for those rights expressly set forth in this Section 3.4, the services of the Employee at any time during the Term of this Agreement. Accordingly, Employee agrees that this Agreement sets forth the only terms and conditions applicable to the termination of her employment.

3.4.2 Accrued and Unused Vacation Leave. Notwithstanding anything to the contrary stated herein, if Employee is terminated either with or without cause, Employee shall be entitled to be compensated for her accrued and unused vacation leave through the effective date of termination.

3.4.3 Automatic Termination. This Agreement, and Employee's employment, shall automatically terminate and Employee shall not be entitled to any Severance Payment upon the happening of any of the following events:

- (1) Upon mutual agreement in writing by both Parties to terminate this Agreement.
- (2) Upon thirty (30) days' notice of resignation given to City by Employee.
- (3) Upon the death of Employee.
- (4) When Employee has been unable to perform all or substantially all of the essential functions of her position, with or without reasonable accommodation, due to illness or other disability for a period of three (3) months.
- (5) Upon the natural expiration of the Term of the Agreement.

3.4.4 Termination Without Cause; Severance Payment. This Agreement, and Employee's employment, may be terminated without prior notice at any time, with or without cause, by the City Council, by super majority vote of five (5) members of the Council. In the event Employee is terminated, other than under an Automatic Termination instance as provided for in

Section 3.4.3 above or a Termination for Cause pursuant to Section 3.4.5 below, and at such time as Employee is willing and able to perform her duties under this Agreement, Employee shall be entitled to, in compliance with Government Code sections 3511.2 and 53260, a severance payment of three (3) months of base salary ("Severance Payment"). In no event shall the amount of severance exceed the value of three (3) months' base salary or the value of base salary remaining to be paid on the unexpired Term of this Agreement, whichever is less. The Severance Payment shall be Employee's sole remedy for a termination without cause.

3.4.5 Termination for Cause; Procedure. Except as provided for in Subsection (7) below, in the event Employee is terminated for cause, City shall have no obligation to pay the Severance Payment described in Section 3.4.4 above.

(1) Upon termination for cause, the City shall deliver to Employee a written specification of the charges or other reasons upon which "cause" is alleged.

(2) Employee shall then have five (5) business days to challenge such termination for cause by delivery of a written response to such specifications. Within such five (5) day period, Employee may also demand a hearing upon the specifications. Failure to submit a written response or demand a hearing within the five (5) business day period shall constitute a waiver of such right, and the City Council's determination shall be final.

(3) If a written response is submitted but no hearing is demanded, the City Council shall review its decision, in closed session in accordance with Government Code section 54057, based upon Employee's written response. However, any determination by the City Council, by super majority vote of five (5) Council members, after reviewing such written response, shall be final and without right of appeal.

(4) If a hearing is demanded, such hearing shall be held before an independent hearing officer to be mutually agreed upon by the Parties, or if no agreement can be reached, the hearing officer shall be selected from a list provided by the State Mediation and Conciliation Service (SMCS). The mutual selection of a hearing officer shall be accomplished within ten (10) calendar days following notice of Employee's request for a hearing. If the Parties cannot mutually agree on a hearing officer within the requisite time period, then the Parties shall request a list of five (5) hearing officers from SMCS. The Parties shall then take turns eliminating names from the list until one remains. The remaining name shall then be the selected hearing officer. The fees of the hearing officer shall be advanced, in full, by the City. The decision of the hearing officer shall be binding and without right of appeal.

(5) The issues to be determined in the hearing shall be whether the specification(s) alleged constitute "cause" pursuant to this Agreement and whether the specification(s) are supported by a preponderance of the evidence.

(6) The Parties acknowledge that a requested hearing for cause shall be held at the earliest possible date, and to that extent, they shall cooperate in selecting a date for the hearing which shall be no later than sixty (60) days following the City's notice of termination for cause.

(7) In the event the hearing officer concludes in favor of Employee that no cause exists, Employee shall be entitled only to the appropriate amount of Severance Payment and benefits as she would have received if terminated without cause pursuant to Section 3.4.4 above. Employee shall not have any reinstatement rights.

3.4.6 Notice for Resignation. In the event Employee voluntarily resigns her position with City, Employee shall give City thirty (30) days' notice in advance, unless the Parties otherwise agree. Upon voluntary resignation, Employee shall be entitled only to those accrued and unused leave benefits specifically authorized to be cashed-out pursuant to the Confidential Group Resolution, but not to the Severance Payment described in Section 3.4.4 above.

3.4.7 Statutory Obligations; Abuse of Office or Position. Pursuant to Government Code Sections 53243, 53243.1 and 53243.2, which became effective on January 1, 2012, if Employee is convicted of a crime involving an abuse of her office or position, all of the following shall apply: (1) if Employee is provided with administrative leave pay pending an investigation, Employee shall be required to fully reimburse such amounts paid; (2) if the City pays for the criminal legal defense of Employee (which would be in its sole discretion, as it is generally not obligated to pay for a criminal defense), Employee shall be required to fully reimburse such amounts paid; and (3) if this Agreement is terminated, any cash settlement related to the termination that Employee may receive from the City shall be fully reimbursed to the City or void if not yet paid to Employee. For this Section, abuse of office or position means either: (1) an abuse of public authority, including waste, fraud, and violation of the law under color of authority; or (2) a crime against public justice, including a crime described in Title 7 commencing with section 92 of the Penal Code.

3.5 Base Salary.

3.5.1 Annual Base Salary. City shall compensate Employee at an annual base salary equal to eighty-seven thousand eight hundred and sixty-six and forty cents (\$87,866.40) per year, effective January 10, 2017. The base salary shall be payable bi-weekly at the same time as other employees of City are paid. The base salary shall be modified by any amount approved by the City Council in the Confidential Group Resolution, as described in Section 3.7.1 below. The salary may also be adjusted from time-to-time by the City Council, by majority vote, following a performance evaluation. Any reduction in salary shall be limited as provided for in the Confidential Group Resolution.

3.5.2 Bonus Compensation. Employee has performed services above and beyond the duties of her position of Executive Administrator to the Mayor and Council, and will likely continue performing such services. In order to compensate Employee for past services performed and for the continued performance of any such additional services, Employee will receive Seventeen Thousand One Hundred Dollars and no cents (\$17,100.00) dollars over the twelve (12) month term of this Agreement in addition to, and separate from, her annual base salary. This shall be paid in monthly installments of one thousand four hundred twenty-five dollars (\$1,425) per month over the twelve (12) month term of the agreement.

3.5.3 CalPERS Compensation. Employee understands that the City has made no representation as to whether the bonus compensation implemented by this Agreement will be considered as “compensation” or “special compensation” by CalPERS when calculating any retirement allowance. Employee further agrees to release City and hold City harmless from any determination by CalPERS that any such increase is not “compensation” or “special compensation.”

3.6 Benefits

3.6.1 Leave Benefits. Except as otherwise provided herein, Employee shall be entitled to those holiday, vacation, sick, bereavement, and administrative leave benefits provided for Employee's classification in the Confidential Group Resolution, as described in Section 3.7.1 below.

3.6.2 Health and Other Benefits. Except as otherwise provided herein, Employee shall be entitled to those health, life insurance, long-term disability and physical examination benefits provided for Employee's classification in the Confidential Group Resolution, as described in Section 3.7.1 below.

3.6.3 Retirement Benefits. City agrees to execute all necessary agreements to enroll Employee in the Public Employee's Retirement System of the State of California and to pay such contributions provided for Employee's classification in the Confidential Group Resolution, as described in Section 3.7.1 below. In addition, Employee shall be entitled to the same retiree medical benefits provided for Employee's classification in the Confidential Group Resolution, as described in Section 3.7.1 below.

3.6.4 Auto Allowance. Employee shall not be entitled to an automobile allowance, but she may submit reimbursement requests for mileage used in a personal vehicle for official City business, as provided for in the Confidential Group Resolution described in Section 3.7.1 below

3.6.5 Business Equipment. City shall provide Employee with a cellular telephone and personal computer (at work) for use in connection with City business. City shall be responsible for maintenance of said items.

3.6.6 Professional Development. The City Council may, by majority vote and in its sole discretion and subject to the City's budget constraints, consider requests for membership in professional organizations.

3.6.7 Other Benefits. In addition to the benefits contained in this Agreement, Employee shall be entitled to any other benefits provided for Employee's classification in the Confidential Group Resolution, as described in Section 3.7.1 below.

3.7 General Provisions.

3.7.1 Confidential Group Resolution. The terms and provisions of the Confidential Group Resolution, as it now exists or as it may be amended from time to time, is incorporated herein by reference and shall be applicable to Employee. However, this Agreement shall take precedence over the Confidential Group Resolution with respect to any inconsistencies in its interpretation or enforcement. The City reserves the right to unilaterally amend, modify or replace the Confidential Group Resolution at any time, and such amendment, modification or replacement shall thereupon become the terms and conditions of Employee's employment to the extent not inconsistent with this Agreement.

3.7.2 Modification. Any modification of this Agreement will be effective only if it is in writing and signed by both Parties.

3.7.3 Effect of Waiver. The failure of either Party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other Party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

3.7.4 Assignment. Neither this Agreement, nor any right, privilege or obligation of Employee hereunder shall be assigned or transferred by her without the prior written consent of the City Council. Any attempt at assignment or transfer in violation of this provision shall, at the option of the City Council, be null and void and may be considered a material breach of this Agreement.

3.7.5 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the City and Employee with respect to Employee's terms of employment. This Agreement contains all of the covenants and agreements between the Parties with respect to Employee's employment by the City in any manner whatsoever. Each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding on either Party.

3.7.6 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

3.7.7 Law Governing Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue shall be in San Bernardino County.

3.7.8 No Presumption of Drafter. The Parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the Parties, and this Agreement reflects their mutual agreement regarding the subject matter of this Agreement.

Because of the nature of such negotiations and discussions, it would be inappropriate to deem any Party to be the drafter of this Agreement and, therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

3.7.9 Attorney's Fees. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to recover such amount as the court may award as reasonable attorney's fees and costs.

3.7.10 Notices. Any notice to be given hereunder by either Party to the other shall be in writing and may be transmitted by personal delivery or mail, registered or certified, postage prepaid, with return receipt requested. Mailed notices shall be addressed to the following respective addresses:

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

Employee: Address on File at Colton City Hall

Notices delivered personally shall be deemed communicated as of the date of actual receipt. Mailed notices shall be deemed communicated as of the date of mailing, plus two (2) days.

3.7.12 Assistance of Counsel. Each Party to this Agreement warrants to the other Party that it has either had the assistance of counsel in negotiation for, and preparation of, this Agreement or could have had such assistance and voluntarily declined to obtain such assistance.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS EMPLOYMENT AGREEMENT FOR EXECUTIVE ADMINISTRATOR TO THE MAYOR AND COUNCIL (ADELFA FLORES) AS OF _____, 2016.

CITY OF COLTON

By:

Richard A. DeLaRosa, Mayor

Attest:

Carolina R. Padilla, City Clerk

EMPLOYEE

By:

Adelfa Flores