



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

Ernest R. Cisneros – District 2

Frank J. Navarro – District 3

Dr. Luis S. González – District 4

Jack R. Woods – 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, FEBRUARY 6, 2018 - 5:00 P.M.

COUNCIL CHAMBER

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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.*

### CITY ATTORNEY ORAL REPORT ON CLOSED SESSION ACTIONS

- ~~~~~
- No Closed Session Items

## RULES OF DECORUM

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

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OPEN SESSION

6:00 P.M.

OPEN SESSION CALLED TO ORDER

INVOCATION Pastor Tom Dicus

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

ROLL CALL

CEREMONIAL MATTERS

Presentations, Awards, Proclamations

- Proclamation - Earned Income Tax Credit (accepted by Juan Villa, Field Organizer (Golden State Opportunity) (Mayor DeLaRosa)
- Presentation - Introduction of New Employees in the Police Department and recognition of a retiring Sergeant (Chief Owens)
 - Police Officer Yessenia Velasquez
 - K-9 Rex (with handler Police Officer Eric Wickman)
 - Retired Sergeant Robbie Bornsheuer
- Presentation - San Bernardino Valley Water District Advisory Commission Water Policy (Advisory Commission Chairman Richard Corneille and Board President Susan Longville)

MAYOR AND COUNCIL ITEMS

GIFT DISCLOSURES

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

AB 1234 ORAL REPORTS

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

APPOINTMENTS

- District 2 - Appointment Code Compliance and Housing Appeals Board - Jesus Villarruel

MAYOR AND COUNCIL DISCUSSION ITEMS

- Discussion and possible direction to amend Colton Municipal Code, Title 2, Chapter 2.02 – Election of City Council Members by District

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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 January 16, 2018 and City Council Special Meeting held January 25, 2018 on File in the Office of the City Clerk.
[City Clerk Padilla]
- (2) Warrants – Approve voucher numbers 168116 to 168201 dated 01/04/2018 and totaling \$204,860.05; voucher numbers 168202 to 168336 dated 01/11/2018 and totaling \$1,131,880.24; voucher numbers 168337 to 168389 dated 01/18/2018 and totaling \$314,522.08 and voucher numbers 168390 to 168546 dated 01/25/2018 and totaling \$1,553,203.32, a payroll disbursement listing for the period 11/04/2017 to 11/17/2017 and totaling \$765,539.48; and a payroll disbursement listing for the period 11/18/2017 to 12/01/2017 and totaling \$942,616.32.
[Staff Person: S. Dabbs]
- (3) Second Reading of Ordinance No. O-02-18 – Waive full reading and pass second reading of Ordinance No. O-02-18, an Ordinance of the City Council of the City of Colton amending the Colton Municipal Code to amend the Official Zoning Map to ensure consistency with adopted General Plan and State Law (File Index No. DAP-001-482), **ORDINANCE NO. O-02-18**.
[Staff Person: M. Tomich]
- (4) Second Reading of Ordinance No. O-01-18 – Waive full reading and pass second reading of Ordinance No. O-01-18, an Ordinance of the City Council of the City of Colton amending portions

of Chapter 15.40 of Title 15 of the Colton Municipal Code relating to the Historic Preservation Commission, **ORDINANCE NO. O-01-18. [Staff Person: M. Tomich]**

- (5) Second Reading of Ordinance No. O-03-18 – Waive full reading and pass second reading of Ordinance No. O-03-18, an Ordinance of the City Council of the City of Colton, amending Section 2.30.030 of the Colton Municipal Code relating to the Appointment of Ballot Measure Committee Members, **ORDINANCE NO. O-03-18. [Staff Person: City Attorney]**
- (6) Set Public Hearing for Prioritization of 2018-2019 CDBG Projects - set the Public Hearing for 2018 – 2019 CDBG Projects for February 20, 2018. **[Staff Person: A. Morgan]**
- (7) Howard Industries Industrial – Authorize the City Manager to execute the Professional Service Agreement with Placeworks, Inc. for environmental document preparation services on behalf of applicant for Howard Industries, Industrial Expansion Project (File Index No. DAP-001-483). **[Staff Person: M. Tomich]**
- (8) Pipeline Crossing License Agreement for 24 Inch Waterline Transmission Project – Approve the Pipeline Crossing License Agreement for the 24 inch Waterline Transmission Project, and authorize the City Manager to sign and execute the agreement. **[Staff Person: D. Kolk]**
- (9) Award of Contract for the La Cadena Drive / 8th Street Intersection Modification Project - Authorize the award of a Professional Service Agreement to Engineering Resources of Southern California, Inc. in the amount not to exceed \$24,989 for the Design Phase of the La Cadena Drive/8th Street Intersection Modification Project and authorize the City Manager to execute the agreement. **[Staff Person: D. Kolk]**
- (10) Amendment No. 1 for the Design Contract of 1-10 Freeway/Rancho Avenue Eastbound On-Ramp Improvement Project - Authorize Amendment No. 1 to the Professional Service Agreement of KOA Corporation increasing the contract amount from \$204,357.04 to not to exceed \$224,191.04 for the Environmental and the Design Phase of the I-10/Rancho Avenue Interchange Eastbound On-ramp Improvement Project and authorize the City Manager to execute the amended agreement. **[Staff Person: D. Kolk]**
- (11) Deferred Payment Agreement with Jason Gold – Approve the Deferred Payment Agreement with Jason Gold, and authorize the City Manager to execute the agreement. **[Staff Person: D. Kolk]**

MAYOR AND COUNCIL ORAL REPORTS AND COMMENTS

CITY MANAGER’S REPORTS

ADJOURNMENT

POSTING STATEMENT:

I, Dawn Miller, Deputy City Clerk or my designee, hereby certify that a true and correct, accurate copy of the foregoing agenda was posted Wednesday, January 31, 2018, at least seventy-two (72) hours prior to the meeting per Government Code 54954.2, at the following locations:

PROCEDURES FOR ADDRESSING CITY COUNCIL

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

RULES OF DECORUM

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

NOTICE TO PUBLIC

Staff reports or other written documentation relating to each item referred to, on the Agenda, are available for public inspection at the following locations: Office of the City Clerk, 650 N. La Cadena Drive, Colton, CA; City of Colton Public Library, 656 9th St., Colton, CA; or the City of Colton Internet Website, www.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
CITY COUNCIL/SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY
FOR THE CITY OF COLTON/COLTON UTILITY AUTHORITY/
COLTON PUBLIC FINANCING AUTHORITY AND
COLTON HOUSING AUTHORITY
CLOSED SESSION MINUTES

January 16, 2018

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

CITY COUNCIL ROLL CALL

Councilmembers present were, Mayor Pro Tem Toro (*appeared at 5:02 p.m.*), Navarro, González, Woods, Suchil; and Mayor DeLaRosa; with Cisneros, Absent (*excused*).

STAFF PRESENT

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

PUBLIC COMMENT

None

CLOSED SESSION

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

- A. CONFERENCE WITH LEGAL COUNSEL – POSSIBLE INITIATION OF LITIGATION –
Pursuant to California Government Code, Section 54956.9(d)(4)
Two (2) potential cases: City of Colton v. United Beverage 1601 E. Steel Road, Colton, CA;
and City of Colton v. Gold 469 West K Street, Colton, CA

- B. CONFERENCE WITH LEGAL COUNSEL - SIGNIFICANT EXPOSURE TO LITIGATION –
Pursuant to California Government Code, Section 54956.9(d)(2)/(e)(1).
One Potential Case

Mayor DeLaRosa adjourned the meeting to Closed Session at 5:02 p.m. and at 6:04 p.m., the meeting reconvened, with all members present heretofore.

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

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

January 16, 2018

Regular Meeting held on the above-given date at 6:11p.m. in the Council Chamber of City Hall, with Mayor DeLaRosa presiding.

INVOCATION/FLAG SALUTE

Reverend Jonathon Florez

CITY COUNCIL ROLL CALL

Council Members Present

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

Staff Present

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

Council Members Absent

Ernest R. Cisneros (*excused*)

CEREMONIAL MATTERS

Presentations, Awards, Proclamations

- Presentation - Introduction of New Employees in the Fire Department
 - New Deputy Fire Chief
 - Firefighter Paramedic

Fire Chief McHargue introduced two new members of the City of Colton Fire Department: Dan Harker, Deputy Fire Chief; and Joey Armendarez, Firefighter Paramedic.

MAYOR AND COUNCIL ITEMS

POSSIBLE CONFLICT OF INTEREST DISCLOSURES FOR THE COUNCIL MEETING OF DECEMBER 19, 2017.

GIFT DISCLOSURES

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

AB 1234 ORAL REPORTS

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

APPOINTMENTS

- Mayor Pro Tempore Appointment

Motion and Second by Mayor DeLaRosa/CM González to nominate CM Woods for Mayor Pro Tempore.
Vote: Motion carried with CM Cisneros absent.

PUBLIC COMMENT

General

The following community members addressed the Council: Jackie Ficareta; Anthony Garcia; Laura Chavez; Mark Garcia; Christie Irish-Ré; and Eugene Valdez.

Business Items

(12) Modifying various provisions of Chapter 15.40 (Historic Preservation) of Title 15 (Buildings and Construction) relating to the duties of the Historic Preservation Commission

The following community members addressed the Council: Henry Vásquez.

CONSENT CALENDAR

Mayor DeLaRosa presented the Consent Calendar Items 1 through 9.

Councilmembers present selected items for discussion and clarification by staff: CM González, Item 4; MPT Woods/Mayor DeLaRosa, Item 5; and Mayor DeLaRosa, Item 6.

Motion and Second by CM Navarro/CM Suchil to approve the Consent Calendar Item 1 through 9.

Vote: Motion carried with CM Cisneros absent.

- (1) Minutes – Approval of Minutes for the City Council Regular Meeting Held December 19, 2017 on File in the Office of the City Clerk.
- (2) Warrants - Approval US Bank vouchers dated 12/21/2017 and totaling \$31,607.67; voucher numbers 16698 to 167814 dated 12/14/2017 and totaling \$747,788.12; voucher numbers 167815 to 167944 dated 12/21/2017 and totaling \$3,243,544.74; voucher numbers 167945 to 168029 dated 12/26/2017 and totaling \$64,747.18 and voucher numbers 168030 to 168115 dated 12/28/2017 and totaling \$1,551,904.58, on file in the Finance Department.
- (3) City's Investment Policy – Approve and adopt a Resolution delegating to the City Treasurer the authority to investment and reinvest funds for the City and to sell or exchange securities, RESOLUTION NO. R-05-18.
- (4) Approval of Water Purchase for Basin Replenishment – Approve the purchase of 500 Acre Feet (AF) of water for Bunker Hill Basin replenishment through the San Bernardino Valley Municipal Water District at a cost of \$118.40/AF or a total cost of \$59,200.
- (5) Request for Additional Funds for City-Wide Tree Trimming Services – Adopt Resolution authorizing the use of \$100,000 from Waste Disposal Agreement (WDA) funds for tree trimming and amend the fiscal year 2017/18 expenditure appropriation by \$100,000; and approve the Second Amendment to the Maintenance Service Agreement with The Original Mowbray's Tree Service, RESOLUTION NO. R-01-18.
- (6) Contract Fire Plan Check Services Increase – Approve an increase in the annual Fire Plan Check Services of Dennis Grubb and Associates from \$25,000 to \$75,000 due to increased new construction and other projects in the City, RESOLUTION NO. R-04-18.
- (7) CentrepoinTE Car Wash C.U.P. Review – One-year review of Conditional Use Permit (File Index No. DAP-001-190) after the start of beer & wine sales at a convenience market/car wash/gasoline sales business located at 1140 South Mount Vernon Avenue. Property owner/operator: Centerpoint Car Care LLC – Tejas Modi, President (File Index No. DAP-001-478).
- (8) Recognized Obligation Payment Schedule for the Period Covering July 1, 2018 through June 30, 2019 – Adopt Resolution approving and adopting a Recognized Obligation Payment Schedule for the period covering July 1, 2018 through June 30, 2019 pursuant to Health and Safety Code Section 34177, RESOLUTION SAR-01-18.

- (9) PERS Health Insurance Plan - Approve the PERS Resolution for International Brotherhood of Electrical Workers Local 47, Electric Division that has made an election to enroll in Public Employees' Medical & Hospital Care Act (PEMHCA), RESOLUTION NO. R-07-18.

PUBLIC HEARINGS

- (10) East K Street Rezoning and GPA – Adopt Resolution for General Plane Land Use Map Amendment to properties located at 134 through 162 East K Street and conduct first reading and Zone Change Amendments to the “Official Zoning Map” File No. DAP-001-482, RESOLUTION NO. R-02-18, ORDINANCE NO. O-02-18.

TIME AND PLACE FIXED TO CONSIDER A PUBLIC HEARING TO APPROVE AND ADOPT A RESOLUTION FOR GENERAL PLANE LAND USE MAP AMENDMENT TO PROPERTIES LOCATED AT 134 THROUGH 162 EAST K STREET AND CONDUCT FIRST READING AND ZONE CHANGE AMENDMENTS TO THE “OFFICIAL ZONING MAP” FILE NO. DAP-001-482; THIS INCLUDES WAIVE FURTHER READING, READ BY TITLE ONLY AND INTRODUCE ORDINANCE NO. O-02-18.

Mayor DeLaRosa declared the Public Hearing Open.

City Clerk Padilla submitted the Notice of Public Hearing (*on file in the City Clerk's Office*) and announced no protest or objections received thereto.

STAFF PRESENTATION

Mario Suarez, Senior Planner, Development Services Department, presented for Council consideration and action with the assistance of a PowerPoint presentation entitle ‘DAP-001-482 GPA & Rezone East K St.’

PUBLIC COMMENT

None.

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

Vote: Motion carried with CM Cisneros absent.

Motion and Second by CM González/CM Suchil to approve and adopt Resolution No. R-02-18.

Vote: Motion carried with CM Cisneros absent.

Motion and Second by CM González/CM Suchil to waive further reading, read by title only, and introduce Ordinance No. O-02-18.

Vote: Motion carried with CM Cisneros absent.

BUSINESS ITEMS

- (11) Receive and File the 2016-17 CAFR and related reports – It is recommended that the City Council receive and file the Fiscal Year 2016-17 Comprehensive Annual Financial Report (CAFR), GANN limit report and Management letters.

Staff Presentation

Stacey Dabbs, Finance Director, presented for review the 2016-17 CAFR and related reports. Daphnie Munoz, CPA of WNDE Consultants explained the Scope of Services; Auditor's Opinion and Reports; and Communication with those charged with governance; with no objection by Councilmembers present; report

received and filed.

- (12) Modifying various provisions of Chapter 15.40 (Historic Preservation) of Title 15 (Buildings and Construction) relating to the duties of the Historic Preservation Commission – It is recommended that the City Council waive further reading, read by title only and introduce Ordinance No. O-01-18 of the City of Colton amending portions of Chapter 15.40 of Title 15 of the Colton Municipal Code relating to the Historic Preservation Commission, ORDINANCE NO. O-01-18.

Staff Presentation

Mark Tomich, Development Services Director, presented for Council consideration and approval of staff's recommendation.

Motion and Second by CM Suchil/CM Navarro to waive further reading, read by title only, and introduce Ordinance No. O-01-18.

Vote: Motion carried with CM Cisneros absent.

- (13) Appointment of Ballot Measure Committee Members - Waive full reading, read by title only and introduce Ordinance No. O-02-18, an ordinance amending Section 2.30.030 of the Colton Municipal Code relating to the Appointment of Ballot Measure Committee Members, ORDINANCE NO. O-03-18.

Staff Presentation

Carlos Campos, City Attorney presented for Council consideration and approval of staff's recommendation.

Motion and Second by CM Suchil/CM Navarro to waive further reading, read by title only, and introduce Ordinance No. O-03-18.

Vote: Motion carried with CM Cisneros absent.

MAYOR AND COUNCIL ORAL REPORTS AND COMMENTS

Comments from Mayor and Council on various issues and activities throughout the community.

CITY TREASURE REPORT

Aurelio De La Torre, Treasurer, announced the annual January disclosure; the Electric Department Risk Management Committee is in compliance with its responsibility and risk assessment having met regularly or communicated to evaluate any risk to the utility; No risks are anticipated at this time.

CITY MANAGER'S REPORTS

None

ADJOURNMENT

At 7:38 p.m., Mayor DeLaRosa adjourned the Regular Council Meeting in memoriam of Dorothy Calderilla and Victoria Morales;

Carolina R. Padilla

City Clerk

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

SPECIAL MEETING MINUTES

January 25, 2018

In accordance with notice duly and legally given a Special Meeting of the City Council/Successor Agency to the Redevelopment Agency for the City of Colton/Colton Utility Authority/Colton Public Financing Authority and Colton Housing Authority and the Planning Commission was held on the above given date at 5:30 p.m., in the Council Chamber of City Hall, 650 North La Cadena Drive, Mayor DeLaRosa and Chairperson Prieto presiding.

FLAG SALUTE: CM Suchil

CITY COUNCIL ROLL CALL:

Councilmembers present were Toro, Cisneros, González, Suchil, and Mayor DeLaRosa. Absent Councilmember Navarro (*excused*), and Mayor Pro Tem Woods. Also present were City Manager Smith, Assistant City Attorney Martinez, and City Clerk Padilla.

PLANNING COMMISSION ROLL CALL

Commissioners present were Tripp, Delgado, Grossich, Archuleta, Granado-Dominguez, and Chairperson Prieto; Absent, Commissioner Pirestani.

PUBLIC COMMENT

None.

BUSINESS ITEMS

None.

DISCUSSION ITEMS

- (1) Discussion on the Draft Active Transportation Plan (ATP).

Staff Presentation

Victor Ortiz, Engineering Superintendent, Public Works, introduced the above subject matter to Councilmembers and Planning Commission Members.

Presentation of The City of Colton Active Transportation Plan (ATP) was presented by the consulting firm of KOA Corporation: Min Zhou, Vice-President; and Roger Pelayo, Senior Transportation Planner.

The Transportation Plan began with an Executive Summary and seven subsequent sections:

- ✓ Introduction
- ✓ Vision, Goals, & Objectives
- ✓ Setting
- ✓ Community Engagement
- ✓ Pedestrian Plan
- ✓ Bicycle Plan
- ✓ Safe Routes To School Plan
- ✓ Implementation Plan

Council/Planning Commission Discussion

Discernment and discussion between Councilmembers and Commissioners present in relation to the implementation of the plan; time table for application of future grant funding; and related financial resources; clarification provided by Mr. Ortiz; Ms. Zhou; Mr. Pelayo; and City Manager Smith.

ADJOURNMENT

At 6:53 p.m., Mayor DeLaRosa adjourned the Joint Special Council and Planning Commission Meeting.

Carolina R. Padilla
City Clerk

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STAFF REPORT

DATE: FEBRUARY 06, 2018
TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
FROM: BILL SMITH, CITY MANAGER *BS*
PREPARED BY: STACEY DABBS, FINANCE DIRECTOR *gmd*
SUBJECT: APPROVAL OF ACCOUNTS PAYABLE VOUCHERS AND PAYROLL DISBURSEMENTS

RECOMMENDED ACTION

It is recommended that the City Council approve voucher numbers 168116 to 168201 dated 01/04/2018 and totaling \$204,860.05; voucher numbers 168202 to 168336 dated 01/11/2018 and totaling \$1,131,880.24; voucher numbers 168337 to 168389 dated 01/18/2018 and totaling \$314,522.08 and voucher numbers 168390 to 168546 dated 01/25/2018 and totaling \$1,553,203.32, a payroll disbursement listing for the period 11/04/2017 to 11/17/2017 and totaling \$765,539.48; and a payroll disbursement listing for the period 11/18/2017 to 12/01/2017 and totaling \$942,616.32.

BACKGROUND

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

ISSUES/ANALYSIS

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

FISCAL IMPACTS

None.

ALTERNATIVES

1. Provide alternative direction to staff.

ATTACHMENTS

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

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 IMPRVMTNT DIST A
379	AD 1979-1 DEBT SERVICE
427	AD 94-1 CONSTRUCTION
450	Capital Improvement Projects
451	Colton Crossing Fund
453	STREET IMPROVEMENTS PRGM
457	CAPITAL IMPROVEMENT
469	EQUIPMENT REPLACEMENT
520	ELECTRIC UTILITY
521	WATER UTILITY
522	WASTEWATER UTILITY
523	SOLID WASTE
524	CEMETERY
525	RECYCLING
526	PUBLIC BENEFIT FUND
527	WASTEWATER UTILITY - GRAND TERRACE
551	WATER DEVELOPMENT
552	SEWER DEVELOPMENT
560	CEMETARY ENDOWMENT CARE
605	Facility & Equipment Maintenance Fund
606	INFORMATION SERVICES FUND
607	INSURANCE FUND
608	AUTOMOTIVE SHOP
610	AUTOMOTIVE SHOPS

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

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168116	1/4/2018	094161 CONEKT2, INC.	COLTON-17001	017858	WW- PHOTOGRAMMETRY & ORTHO 522-8200-8204-3890-0000-000	14,800.00 Total : 14,800.00
168117	1/4/2018	061213 ACEVES, DANIEL	REIMBURSE- WATER		W- REIMBURSE RECERT FEES 521-8100-8101-1161-0000-000	80.00 Total : 80.00
168118	1/4/2018	058720 AGUIRRE, JESUS	REIMBURSE- BACKFLOW		W- REIMBURSE RECERT FEES 521-8100-8101-1161-0000-000	138.00 Total : 138.00
168119	1/4/2018	003661 AHEARN, JOHN	REIMBURSE- WATER		W- REIMBURSE RECERT FEES 521-8100-8101-1161-0000-000	105.00 Total : 105.00
168120	1/4/2018	094107 ALBA, CARLOS	12/09/17	018300	COMM SVCS- MUSIC ENTERTAINMENT 100-6200-6214-2350-0000-000	125.00 Total : 125.00
168121	1/4/2018	092644 ANDERSON, DEBORAH	DEC 2017	017981	COMM SVC- CONTRACT INSTRUCTOR 100-6200-6202-2350-0000-000	535.50 Total : 535.50
168122	1/4/2018	093657 ANDERSON, LILI	DEC 2017	017980	COMM SVC- CONTRACT INSTRUCTOR 100-6200-6202-2350-0000-000	127.40 Total : 127.40
168123	1/4/2018	093989 ANIXTER POWER SOLUTIONS INC.	3720340-00	018173	ELEC INV- HARDWARE SUPPLIES 520-1500-154	339.75 26.33
			3720363-00	018173	ELEC INV- HARDWARE SUPPLIES 520-1500-154	428.88 33.24
			3752272-01	018279	ELEC- TRANSFORMER STICKERS 520-8000-8002-2301-0921-000	56.40

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168123	1/4/2018	093989 ANIXTER POWER SOLUTIONS INC.	(Continued)			
			3752272-02	018279	520-8000-8002-2301-0921-000 ELEC- TRANSFORMER STICKERS	4.38 179.00
			3758751-00	018173	520-8000-8002-2301-0921-000 ELEC INV- HARDWARE SUPPLIES	13.67
					520-1500-154	93.76
					520-1500-154	7.27
					Total :	1,182.68
168124	1/4/2018	049247 ASCAP	2018 LICENSE		COMM SVCS- MUSIC LICENSE	
					100-6200-6202-2241-0000-000	694.00
					Total :	694.00
168125	1/4/2018	046028 AT & T	9391054773-12/17		COMM SVCS- TELEPHONE SERVICES	
			9391054777- 12/17	054319	100-6200-6250-2310-0000-000	18.06
				054319	C. CARE- TELEPHONE SERVICES	
				054319	206-7200-7202-2310-0000-000	9.64
			9391054785-12/17	054319	206-7200-7203-2310-0000-000	9.64
			9391054794-12/17	054319	COMM SVCS- TELEPHONE SERVICES	
				054319	100-6200-6250-2310-0000-000	17.64
			9391054800- 12/17	054319	COMM SVCS- TELEPHONE SERVICES	
			9391054800- 12/17	054319	100-6200-6250-2310-0000-000	16.19
			9391055269- 12/17	054319	C. CARE- TELEPHONE SERVICES	17.13
				054319	C. CARE- TELEPHONE SERVICES	
				054319	206-7200-7202-2310-0000-000	8.45
				054319	206-7200-7203-2310-0000-000	8.44
					Total :	105.19
168126	1/4/2018	094159 ATHLANTA VILLAGRANA	DEC 2017		COMM SVC- CONTRACT INSTRUCTOR	
				017848	100-6200-6202-2350-0000-000	787.50
					Total :	787.50
168127	1/4/2018	093447 AVAYA INC.	2733977120		I.S.- PHONE SYSTEM MAINT.	
				017786	606-6040-6044-2310-0000-000	2,452.28

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168127	1/4/2018	093447 093447 AVAYA INC.	(Continued)		Total :	2,452.28
168128	1/4/2018	094009 BARRERA, JOSE A.	DEC 2017	018100	COMM SVC- CONTRACT INSTRUCTOR 100-6200-6202-2350-0000-000	462.00
					Total :	462.00
168129	1/4/2018	093575 BEST GOLF CARTS INC.	86777	018247	COMM SVCS- GOLF CART RENTALS 100-6200-6214-2350-0000-000 100-6200-6214-2350-0000-000	580.00 21.70
					Total :	601.70
168130	1/4/2018	033590 BIO-TOX LABORATORIES	35027	017978	PD- LAB ANAYSIS SERVICES 100-6070-6071-2350-0000-000	892.00
					Total :	892.00
168131	1/4/2018	061129 BRIONES, RUBEN	REBATE- FRIDGE		ENERGY EFFICIENCY REBATE 526-8000-8035-2041-0930-010	75.00
					Total :	75.00
168132	1/4/2018	015809 CALOLYMPIC GLOVE &	366510	018308	INV- SAFTEY SUPPLIES 100-1500-000 100-1500-000	148.05 36.07
					Total :	184.12
168133	1/4/2018	045027 CDW GOVERNMENT	KZZ3976	018267	PD- LAPTOP 100-6070-6071-2301-0000-000 100-6070-6071-2301-0000-000	800.91 60.38
			LBB7905	018267	PD- LAPTOP DOCKING STATIONS 100-6070-6071-2301-0000-000 100-6070-6071-2301-0000-000	304.86 23.63
			LBG8436	018267	PD- LAPTOPS 100-6070-6071-2301-0000-000 100-6070-6071-2301-0000-000	2,919.20 225.31
					Total :	4,334.29
168134	1/4/2018	093761 CERTIFIED LABORATORIES DIVISIO	2947580	018025	VWV- ABSORBENT OIL 522-8200-8200-2255-0000-000	412.61

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168134	1/4/2018	093761 093761 CERTIFIED LABORATORIES DIVISIO	(Continued)		Total :	412.61
168135	1/4/2018	093808 CHEMSPA INDUSTRIES, INC.	132829	018278	COMM SVCS- SUPPLIES FOR SHOWERS 100-6200-6208-2301-0000-000	542.70
					Total :	542.70
168136	1/4/2018	093729 CHILDCARE CAREERS, LLC	304433	017708	C. CARE- SUBSTITUTE TEACHERS & AIDES 206-7200-7202-2350-0000-000	552.48
					Total :	552.48
168137	1/4/2018	061214 CHOUDHARY, AKASH	MILEAGE- 12/6/17		COUNCIL- MILEAGE REIMBURSEMENT 100-6000-6000-2280-0000-000	59.71
					Total :	59.71
168138	1/4/2018	093326 COGGS STUCKEY, HARRIETTE	DEC 2017	017982	COMM SVC- CONTRACT INSTRUCTOR 100-6200-6202-2350-0000-000	75.60
					Total :	75.60
168139	1/4/2018	000131 COLTON COURIER	0-11-17		C. CLERK- LEGAL PUBLICATIONS 100-6010-6010-2340-0000-000	72.00
			C7389		C. CLERK- LEGAL PUBLICATIONS 100-6010-6010-2340-0000-000	68.00
			CC7388		C. CLERK- LEGAL PUBLICATIONS 100-6010-6010-2340-0000-000	64.00
			O-09-17		C. CLERK- LEGAL PUBLICATIONS 100-6010-6010-2340-0000-000	72.00
			O-10-17		C. CLERK- LEGAL PUBLICATIONS 100-6010-6010-2340-0000-000	80.00
			O-12-17		C. CLERK- LEGAL PUBLICATIONS 100-6010-6010-2340-0000-000	56.00
					Total :	412.00
168140	1/4/2018	094144 COMMERICALAQUATIC SERVICES	117-6422	017609	COMM SVCS- POOL MAINT. SERVICE 100-6200-6203-2350-0000-000	146.37
					Total :	146.37
168141	1/4/2018	094118 COMMUNITY WORKS DESIGN GROUP	12788	017402	W- PROFESSIONAL SERVICES 521-8100-8110-3890-0000-000	38,753.44

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168141	1/4/2018	094118	094118 COMMUNITY WORKS DESIGN GROUP (Continued)		Total :	38,753.44
168142	1/4/2018	046366 CORONA, MANUEL A.	DEC 2017	018102	COMM SVC- CONTRACT INSTRUCTOR 100-6200-6202-2350-0000-000	1,019.90
					Total :	1,019.90
168143	1/4/2018	060775 CORRAL, ANTHONY	RENEWAL- WATER		W- REIMBURSE RECERT FEES 521-8100-8101-1161-0000-000	125.00
					Total :	125.00
168144	1/4/2018	041987 CREST CHEVROLET	660484	018287	AUTO REPAIRS 608-6150-8700-2210-8101-000	18.30
					Total :	18.30
168145	1/4/2018	049795 CRISTANDO HOUSE, INC	01/23-01/25/2018		PD- TUITION (SUPERVISORY LEADERSHIP) 100-6070-6071-1160-0000-000	568.00
					Total :	568.00
168146	1/4/2018	092733 D & D ENGINEERING	25834	017683	ELEC- SPONSLER FLOW METERS 520-8000-8009-2225-0548-000	2,424.39
					Total :	2,424.39
168147	1/4/2018	003952 DAILY JOURNAL CORP	B3056658		DEV SVCS- LEGAL PUBLICATIONS 100-6300-6302-2340-0000-000	204.60
			B3058023		DEV SVCS- LEGAL PUBLICATIONS 100-6300-6302-2340-0000-000	228.80
			B3060933		DEV SVCS- LEGAL PUBLICATIONS 100-6300-6302-2340-0000-000	222.20
			B3073141		C. CLERK- LEGAL PUBLICATIONS 100-6010-6010-2340-0000-000	77.00
			B3078948		C. CLERK- LEGAL PUBLICATIONS 100-6010-6010-2340-0000-000	149.60
					Total :	882.20
168148	1/4/2018	000354 DEMCO EDUCATIONAL CORP	6264667	018270	COMM SVCS- EDUCATION SUPPLIES 100-6200-6250-2302-0000-000	5.00
				018270	100-6200-6250-2302-0000-000	23.05
				018270	100-6200-6250-2302-0000-000	292.51

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168148	1/4/2018	000354 000354 DEMCO EDUCATIONAL CORP	(Continued)		Total :	320.56
168149	1/4/2018	024265 DISCOUNT SCHOOL SUPPLY	W30078870101	018242	C. CARE- INSTRUCTIONAL SUPPLIES 206-7200-7202-2304-0000-000	577.61
					Total :	577.61
168150	1/4/2018	000149 DUNN-EDWARDS CORP	2018310456	054331	PARKS- PAINT SUPPLIES 100-6150-6205-2301-0000-000	101.43
			2018310958	054331	PARKS- PAINT SUPPLIES 100-6150-6205-2301-0000-000	141.24
					Total :	242.67
168151	1/4/2018	093777 ECS IMAGING, INC.	12677		C. CLERK- LASERFICHE RENEWAL 100-6010-6010-2402-0000-000	6,648.00
					Total :	6,648.00
168152	1/4/2018	094073 ENVIRO-MASTER	SB844983	017941	COMM SVCS- RESTROOM MAINT. SERVICES 100-6200-6217-2350-0000-000	95.00
					Total :	95.00
168153	1/4/2018	094166 ERNESTINA LLAMAS	DEC 2017	017983	COMM SVC- CONTRACT INSTRUCTOR 100-6200-6202-2350-0000-000	272.30
					Total :	272.30
168154	1/4/2018	093928 FLYERS ENERGY, LLC	17-611338	054335	INV- FUEL 100-1530-000	13,189.68
					Total :	13,189.68
168155	1/4/2018	000230 GAS COMPANY	078-321-4900-4-12/17	054338	BM- GAS SERVICES 605-6150-6211-2320-0000-000	4.29
			160-221-7000-1-1217	054338	LIB- GAS SERVICES 100-6200-6250-2320-0000-000	22.86
					Total :	27.15
168156	1/4/2018	000157 GENUINE AUTO PARTS	201720	054339	W - AUTOMOTIVE PARTS 608-6150-8700-2210-8101-000	2.33
			202080	054339	ELEC - AUTOMOTIVE PARTS 520-8000-8009-2225-0548-000	146.04

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168156	1/4/2018	000157 000157 GENUINE AUTO PARTS	(Continued)		Total :	148.37
168157	1/4/2018	000159 GRAINGER, INC	9643347777		ELEC- INDUSTRIAL SUPPLIES	
				017770	520-8000-8009-2225-0548-000	135.00
			9647771196		ELEC- INDUSTRIAL SUPPLIES	
				017770	520-8000-8009-2225-0548-000	666.34
					Total :	801.34
168158	1/4/2018	000159 GRAINGER, INC	9633895595		PD- JOB SITE LIGHTS	
				054340	225-6070-6071-1180-0000-017	414.51
					Total :	414.51
168159	1/4/2018	082768 HAIG, ANTHONY J	DEC 2017		COMM SVC- CONTRACT INSTRUCTOR	
				017979	100-6200-6202-2350-0000-000	192.00
					Total :	192.00
168160	1/4/2018	045952 HDL SOFTWARE LLC	0011679-IN		DEV SVC- PERMIT TRACKING SOFTWARE	
				018328	100-6300-6301-2315-0000-000	6,972.35
					Total :	6,972.35
168161	1/4/2018	025906 HOME DEPOT	0130331		ELEC- HARDWARE SUPPLIES	
				054344	526-8000-8035-2301-0921-000	44.82
			0563142		ELEC- HARDWARE SUPPLIES	
				054344	520-8000-8003-2301-0921-000	357.09
			1015120		PARKS- HARDWARE SUPPLIES	
				054345	100-6150-6205-2301-0000-000	172.69
			2256045		COMM SVCS- HARDWARE SUPPLIES	
				054343	100-6200-6209-2301-0000-000	140.27
			4590115		PARKS- HARDWARE SUPPLIES	
				054345	100-6150-6205-2301-0000-000	194.27
					Total :	909.14
168162	1/4/2018	025906 HOME DEPOT	5020802		ST- HARDWARE SUPPLIES	
				017877	210-6150-6160-2301-0000-000	21.57
			8021477		ST- HARDWARE SUPPLIES	
				017877	210-6150-6160-2301-0000-000	58.81
			9590763		ST- HARDWARE SUPPLIES	
				017877	210-6150-6160-2301-0000-000	131.70

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168162	1/4/2018	025906 025906 HOME DEPOT	(Continued)		Total :	212.08
168163	1/4/2018	037218 HOSE MAN	6196045-0001-06	054348	AUTO- HOSE REPAIRS 100-6150-6160-2210-0000-000	109.53
					Total :	109.53
168164	1/4/2018	000164 HUB CONST SPECIALTIES, INC	C10002707	054350	W- MAINTENANCE MATERIALS 521-8100-8101-2301-0000-000	57.22
					Total :	57.22
168165	1/4/2018	000276 INLAND WATER WORKS SUPPLY	S1006654.001	054351	W- PIPING SUPPLIES 521-8100-8101-2301-0000-000	162.00
					Total :	162.00
168166	1/4/2018	092166 K H METALS AND SUPPLY	0414907-IN	054355	AUTO- HARDWARE SUPPLIES 608-6150-8700-2210-8101-000	14.64
			0416245-IN	054355	W- HARDWARE SUPPLIES 521-8100-8101-2411-0000-000	44.49
					Total :	59.13
168167	1/4/2018	045375 LEDESMA, TOMAS	RENEWAL- WATER		W- REIMBURSE RECERT FEES 521-8100-8101-1160-0000-000	210.00
					Total :	210.00
168168	1/4/2018	093703 MAILFINANCE INC.	N6829152	017721	C. CLERK- LEASE ON FOLDING MACHINE 100-6010-6010-2420-0000-000	449.78
					100-6010-6010-2420-0000-000	27.20
			N6853419	017721	C. CLERK- LEASE ON MAILING SYSTEM 100-6010-6010-2420-0000-000	534.08
			N6874991	017721	C. CLERK- LEASE ON FOLDING MACHINE 100-6010-6010-2420-0000-000	449.78
					100-6010-6010-2420-0000-000	27.20
			N6900029	017721	C. CLERK- LEASE ON MAILING SYSTEM 100-6010-6010-2420-0000-000	318.88
					100-6010-6010-2420-0000-000	18.14
					Total :	1,825.06
168169	1/4/2018	093711 MARTEK DIVERSE AUTOMATION SOLU	3531		W- CALIBRATION & TROUBLESHOOTING	

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168169	1/4/2018	093711 MARTEK DIVERSE AUTOMATION SOLU	(Continued)			
				017968	521-8100-8101-2411-0000-000	640.50
Total :						640.50
168170	1/4/2018	041081 MISSION LINEN SUPPLY & UNIFORM	506292904		PURCH - UNIFORM RENTAL SERVICES	
				054359	100-6040-6043-1170-0000-000	33.64
			506340217		PURCH - UNIFORM RENTAL SERVICES	
				054359	100-6040-6043-1170-0000-000	33.64
			506340223		W - UNIFORM RENTAL SERVICES	
				054359	521-8100-8101-1170-0000-000	245.72
			506358428		WW - UNIFORM RENTAL SERVICES	
				054359	522-8200-8200-1170-0000-000	226.88
			506378101		BM- MAT RENTAL SERVICES	
				054359	605-6150-6211-2250-6202-000	46.61
			506387336		PURCH - UNIFORM RENTAL SERVICES	
				054359	100-6040-6043-1170-0000-000	33.64
			506433294		PURCH - UNIFORM RENTAL SERVICES	
				054359	100-6040-6043-1170-0000-000	33.64
Total :						653.77
168171	1/4/2018	092651 MOSS BROS DODGE	B1W1523903		AUTO PARTS	
				017640	608-6150-8700-2210-6071-000	31.10
Total :						31.10
168172	1/4/2018	045033 OFFICE DEPOT	878142340001		COMM SVC - OFFICE SUPPLIES	
				054363	100-6200-6212-2301-0000-000	32.81
			987748208001		COMM SVC - OFFICE SUPPLIES	
				054363	100-6200-6212-2301-0000-000	112.05
			987748383001		COMM SVC - OFFICE SUPPLIES	
				054363	100-6200-6217-2301-0000-000	286.78
			987748384001		COMM SVC - OFFICE SUPPLIES	
				054363	100-6200-6217-2301-0000-000	4.62
			987748385001		COMM SVC - OFFICE SUPPLIES	
				054363	100-6200-6212-2301-0000-000	9.91
			987748386001		COMM SVC - OFFICE SUPPLIES	
				054363	100-6200-6217-2301-0000-000	5.19
			987748387001		COMM SVC - OFFICE SUPPLIES	

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168172	1/4/2018	045033 OFFICE DEPOT	(Continued)			
				054363	100-6200-6212-2301-0000-000	34.46
			989142408003		COMM SVC - OFFICE SUPPLIES	
				054363	100-6200-6212-2301-0000-000	26.17
			989142411001		COMM SVC - OFFICE SUPPLIES	
				054363	100-6200-6212-2301-0000-000	156.65
			989837470001		COMM SVC - OFFICE SUPPLIES	
				054363	100-6200-6212-2301-0000-000	2.59
			989837628001		COMM SVC - OFFICE SUPPLIES	
				054363	100-6200-6212-2301-0000-000	5.95
			989837629001		COMM SVC - OFFICE SUPPLIES	
				054363	100-6200-6215-2301-0000-000	46.32
			989837630001		COMM SVC - OFFICE SUPPLIES	
				054363	100-6200-6215-2301-0000-000	62.80
			989837631001		COMM SVC - OFFICE SUPPLIES	
				054363	100-6200-6215-2301-0000-000	135.17
			989837632001		COMM SVC - OFFICE SUPPLIES	
				054363	100-6200-6215-2301-0000-000	1.28
Total :						922.75
168173	1/4/2018	059838 OPTIMUM, INC.	REFUND PERMITS		DEV SVCS- REFUND PERMIT FEES	
					762-2360-000	1,000.00
Total :						1,000.00
168174	1/4/2018	094044 R. F. DICKSON	2508868		PW- STREET SWEEPING SERVICES	
				018163	100-6150-6160-2350-0000-000	17,972.50
Total :						17,972.50
168175	1/4/2018	027892 RDO EQUIPMENT COMPANY	E04274		ST- EQUIP. RENTAL	
				018335	210-6150-6160-2301-0000-000	2,588.52
					210-6150-6160-2301-0000-000	200.61
			P64948		ELEC- HARDWARE SUPPLIES	
				017654	520-8000-8009-2225-0548-000	333.87
			P65068		ELEC- HARDWARE SUPPLIES	
				017654	520-8000-8009-2225-0548-000	906.76
			P65073		ELEC- CREDIT	
				017654	520-8000-8009-2225-0548-000	-588.82

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168175	1/4/2018	027892 027892 RDO EQUIPMENT COMPANY	(Continued)		Total :	3,440.94
168176	1/4/2018	048678 REED, LYDIA	REBATE- POOL PUMP		ENERGY EFFICIENCY REBATE 526-8000-8035-2041-0930-010	400.00
					Total :	400.00
168177	1/4/2018	093592 REYES, PAUL	DEC 17	018101	COMM SVC- CONTRACT INSTRUCTOR 100-6200-6202-2350-0000-000	75.60
					Total :	75.60
168178	1/4/2018	060663 RIALTO TROPHY & SIGNS	7721		COMM SVCS- MAGNETS- SPECIAL EVENTS 100-6200-6214-2301-0000-000	20.42
					Total :	20.42
168179	1/4/2018	045861 RIVERSIDE COUNTY SHERIFF'S	01/30-02/01/2018		PD- TUITION (FIELD TRAINING UPDATE) 100-6070-6071-1160-0000-000	125.00
					Total :	125.00
168180	1/4/2018	014930 ROBERTSON'S	124935	054370	W- CONCRETE MATERIAL 521-8100-8101-2301-0000-000	194.34
					Total :	194.34
168181	1/4/2018	092865 S & S WORLDWIDE, INC	9991604	018272	COMM SVCS- SUPPLIES FOR PROGRAMS 100-6200-6215-2301-0000-000	297.27
					Total :	297.27
168182	1/4/2018	092103 SAN DIEGO FLUID SYSTEMS	472374	017650	ELEC- SWAGELOCK FITTINGS 520-8000-8009-2225-0548-000	346.29
					Total :	346.29
168183	1/4/2018	094187 SCHOOL HEALTH CORPORATION	3375389-00	018249	COMM SVCS- HEALTH SUPPLIES 100-6200-6202-2280-0000-000 100-6200-6202-2280-0000-000	345.85 25.05
					Total :	370.90
168184	1/4/2018	094045 SITEONE LANDSCAPE SUPPLY, LLC	83832027	054372	W- LANDSCAPING SUPPLIES 521-8100-8101-2411-0000-000	12.67

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168184	1/4/2018	094045 094045 SITEONE LANDSCAPE SUPPLY, LLC	(Continued)		Total :	12.67
168185	1/4/2018	000224 SMART AND FINAL IRIS CO	20598		C. CARE- GROCERY SUPPLIES	
			32624	054373	206-7200-7202-2305-0000-000	349.29
				054373	COMM SVCS- GROCERY ITEMS	
					100-6200-6209-2301-0000-000	96.88
					Total :	446.17
168186	1/4/2018	092670 SO CAL LOCKSMITH	38944		WW- LOCK PARTS AND SERVICES	
				054374	522-8200-8200-2257-0000-000	19.93
					Total :	19.93
168187	1/4/2018	001198 SOUTHERN CALIFORNIA MUNICIPAL	6107		COMM SVCS- ATHLETIC FIELD PAINT	
				018244	100-6200-6204-2301-0000-000	54.00
					100-6200-6204-2301-0000-000	3.70
			6107-2		COMM SVCS- ATHLETIC FIELD PAINT	
				018243	100-6200-6204-2301-0000-000	18.00
					100-6200-6204-2301-0000-000	1.72
					Total :	77.42
168188	1/4/2018	093065 SOUTHWEST AERIAL & CRANE	11/08/17		ELEC- ANNUAL INSPECTIONS	
			11/09/17	018317	520-8000-8004-2210-0933-000	3,148.00
				018317	ELEC- ANNUAL INSPECTIONS	
					520-8000-8004-2210-0933-000	3,048.00
					Total :	6,196.00
168189	1/4/2018	000234 SQUIRES LUMBER COMPANY	316092		C. CARE - MAINTENANCE MATERIAL	
			316132	054378	206-7200-7203-2301-0000-000	13.99
			316196	054378	ELEC - MAINTENANCE MATERIAL	
					520-8000-8004-2301-0921-000	6.45
				054378	ELEC - MAINTENANCE MATERIAL	
					520-8000-8004-2301-0921-000	8.39
			K16131	054378	ELEC - MAINTENANCE MATERIAL	
					520-8000-8004-2301-0921-000	2.22
					Total :	31.05
168190	1/4/2018	093899 STANLEY STEEMER	1791140-76		COMM SVCS- CARPET CLEANING	
				017744	100-6200-6217-2350-0000-000	731.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168190	1/4/2018	093899 093899 STANLEY STEEMER	(Continued)		Total :	731.00
168191	1/4/2018	016809 STATE OF CALIFORNIA	1801E52040		W- SAFE DRINKING WATER BOND	
					364-7900-7900-2500-0000-000	9,125.91
					364-7900-7900-2510-0000-000	6,657.21
					Total :	15,783.12
168192	1/4/2018	092338 STEWART, HOPE	DEC 2017	018103	COMM SVC- CONTRACT INSTRUCTOR	
					100-6200-6202-2350-0000-000	199.50
					Total :	199.50
168193	1/4/2018	093976 TALBERT, TYRON D.	JULY-SEPT 17	018309	COMM SVC- CONTRACT INSTRUCTOR	
					100-6200-6202-2350-0000-000	149.10
					Total :	149.10
168194	1/4/2018	093559 TRADE PRINT	962	018318	COMM SVCS- VINYL DECALS	
					100-6200-6213-2301-0000-000	113.00
					100-6200-6213-2301-0000-000	8.76
					Total :	121.76
168195	1/4/2018	021869 UNION BANK	1074663		ADMIN FEES(PFA ELEC REV BDS 2012A)	
					520-8000-8001-2380-0930-200	2,225.00
					Total :	2,225.00
168196	1/4/2018	093406 VERIZON WIRELESS	9797276908	054385	PD- CELLULAR SERVICES	
			9798334843		100-6070-6071-2310-0000-000	1,625.21
				054385	CM- CELLULAR SERVICES	
					100-6020-6020-2310-0000-000	63.59
					Total :	1,688.80
168197	1/4/2018	092064 WALTER'S WHOLESALE ELECTRIC	S109548551.001	054387	ELEC- MAINTENANCE SUPPLIES	
					520-8000-8004-2301-0921-000	51.91
					Total :	51.91
168198	1/4/2018	093847 WHITE NELSON DIEHL EVANS LLP	175928	017948	FIN- CONSULTING SERVICES	
					206-7200-7203-2350-0000-000	825.00
				017948	100-6040-6041-2350-0000-000	12,000.00

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168198	1/4/2018	093847	093847 WHITE NELSON DIEHL EVANS LLP (Continued)			Total : 12,825.00
168199	1/4/2018	002306	WILLDAN ENGINEERING	002-18642	DEV SVCS- PLAN CHECK SERVICES 100-6300-6302-2350-0000-000	6,131.44 Total : 6,131.44
168200	1/4/2018	003646	WILLDAN FINANCIAL SERVICES	010-36392 010-36679	W- NOTICE OF OCCURRENCE 521-8100-8101-2350-0000-000 CFD 90-1R CONSULTING SERVICE 781-7400-7403-2350-0000-000	250.00 649.28 Total : 899.28
168201	1/4/2018	002761	XEROX CORPORATION	091149913 091476767	C. CLERK- COPIER LEASE PAYMENT 100-6010-6010-2420-0000-000 100-6010-6010-2420-0000-000 C. CLERK- COPIER LEASE PAYMENT 100-6010-6010-2420-0000-000 100-6010-6010-2420-0000-000	785.79 60.90 821.41 63.66 Total : 1,731.76
4530000	12/26/2017	003181	SOUTHERN CALIFORNIA GAS CO	099-236-3708-12/17	ELEC- NATURAL GAS TRANSMISSION 520-8000-8009-2321-0547-000	21,927.70 Total : 21,927.70

87 Vouchers for bank code : boa

Bank total : 204,860.05

87 Vouchers in this report

Total vouchers : 204,860.05


Stacey Dabbs
Finance Director


Aurelio De La Torre
City Treasurer

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168202	1/10/2018	026359 LIEBERT CASSIDY WHITMORE	01/11/18		CONSORTIUM TRAINING FEES	
					100-6300-6302-1160-0000-000	35.00
					100-6030-6030-1160-0000-000	105.00
					520-8000-8001-1160-0926-000	70.00
					521-8100-8101-1161-0000-000	105.00
					520-8000-8003-1161-0926-000	105.00
					Total :	420.00
168203	1/11/2018	cbc2064 2015-2 IH BORROWER LP	00720175		CLOSING BILL CREDITS	
					520-2450-232	53.93
					Total :	53.93
168204	1/11/2018	000788 A T & T	2656671294		ELEC- FRAME CIRCUIT CHARGES	
				017665	520-8000-8009-2225-0548-000	447.21
					Total :	447.21
168205	1/11/2018	027506 ADVANCE REFRIGERATION	43948		ELEC- PARTS REPAIRS	
				017746	520-8000-8004-2240-0592-100	92.00
					Total :	92.00
168206	1/11/2018	093748 AG PRO'S WEED & PEST CONTROL	6431		W- WEED ABATEMENT	
				017967	521-8100-8101-2350-0000-000	2,370.00
					Total :	2,370.00
168207	1/11/2018	cbc2225 AHMED, ALIA	00190270		CLOSING BILL CREDITS	
					520-2450-232	141.82
					Total :	141.82
168208	1/11/2018	cbc2212 ALI, MELISSA	00410890		CLOSING BILL CREDITS	
					520-2450-232	185.22
					Total :	185.22
168209	1/11/2018	061215 AMADOR, ROBERT	REBATE- EVAP COOLER		ENERGY EFFICIENCY REBATE	
					526-8000-8035-2041-0930-010	100.00
					Total :	100.00
168210	1/11/2018	094142 AMERICAN SOCCER CO. INC.	6494403		COMM SVCS- BASKETBALL JERSEY'S	

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168210	1/11/2018	094142 AMERICAN SOCCER CO. INC.	(Continued)			
				017743	100-6200-6204-2301-0000-000	2,715.91
					100-6200-6204-2301-0000-000	204.81
					Total :	2,920.72
168211	1/11/2018	cbc2244 AMERISON, KAYLA	00790495		CLOSING BILL CREDITS	
					520-2450-232	138.34
					Total :	138.34
168212	1/11/2018	cbc2223 ANDERSEN, AMANDA	00260908		CLOSING BILL CREDITS	
					520-2450-232	63.82
					Total :	63.82
168213	1/11/2018	046028 AT & T	9391054939-12/17		COMM SVCS- TELEPHONE SERVICES	
				054319	100-6200-6202-2310-0000-000	74.55
			9391054951-12/17		I.S.- TELEPHONE SERVICES	
				054319	606-6040-6044-2310-0000-000	404.16
			9391054976-12/17		COMM SVCS- TELEPHONE SERVICES	
				054319	100-6200-6202-2310-0000-000	34.64
					Total :	513.35
168214	1/11/2018	092211 AT & T SOLUTIONS	7835349306		ELEC- SERVICE FOR WAN MODEMS	
				017764	520-8000-8009-2225-0548-000	199.32
			7849349300		ELEC- SERVICE FOR WAN MODEM	
				017764	520-8000-8001-2310-0930-200	148.00
					Total :	347.32
168215	1/11/2018	cbc2239 BENITEZ, LUPITA	00151500		CLOSING BILL CREDITS	
					520-2450-232	69.05
					Total :	69.05
168216	1/11/2018	001527 BEST BEST & KRIEGER	809455.2		RISK- CLAIM EXPENSES	
					607-6040-8601-2290-0000-000	106.00
					Total :	106.00
168217	1/11/2018	092968 BLAIS & ASSOCIATES	11-2017-CL1		CM- GRANT SUPPORT SERVICES	
				017890	100-6020-6020-2350-0000-000	1,341.72

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168217	1/11/2018	092968 092968 BLAIS & ASSOCIATES	(Continued)		Total :	1,341.72
168218	1/11/2018	015809 CALOLYMPIC GLOVE &	365986		INV- SAFETY SUPPLIES	
				018236	100-1500-000	167.22
					100-1500-000	31.78
			365986-1		INV- SAFETY GLOVES	
				018236	100-1500-000	89.70
					100-1500-000	33.83
					Total :	322.53
168219	1/11/2018	003165 CANON FINANCIAL SERVICES	18069651		DEV SVCS- COPIER LEASE PAYMENTS	
				017714	100-6300-6301-2420-0000-000	211.05
				017714	100-6300-6301-2240-0000-000	471.55
					100-6300-6301-2420-0000-000	16.36
			18091300		COPIER LEASE PAYMENTS	
				017645	100-6040-6043-2420-0000-000	157.22
				017645	100-6150-6151-2420-0000-000	104.14
				017645	521-8300-8300-2420-0000-000	104.14
				017645	100-6200-6250-2420-0000-000	147.80
				017645	520-8000-8001-2420-0931-000	157.22
				017645	100-6040-6043-2420-0000-000	35.67
				017645	520-8000-8009-2225-0548-000	89.48
				017645	100-6150-6151-2420-0000-000	74.00
					100-6200-6250-2420-0000-000	13.92
					520-8000-8001-2420-0931-000	12.19
					520-8000-8009-2225-0548-000	6.94
					100-6070-6071-2420-0000-000	57.58
					100-6200-6200-2420-0000-000	12.19
					522-8200-8200-2420-0000-000	11.47
					206-7200-7202-2420-0000-000	3.16
					100-6030-6030-2420-0000-000	11.47
					100-6040-6042-2420-0000-000	12.19
					100-6040-6041-2420-0000-000	9.08
					100-6090-6091-2420-0000-000	16.87
					100-6020-6020-2420-0000-000	13.53
					100-6000-6000-2420-0000-000	14.82
					520-8000-8003-2420-0931-000	10.74

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168219	1/11/2018	003165 CANON FINANCIAL SERVICES	(Continued)			
				017645	100-6070-6071-2420-0000-000	204.36
				017645	100-6200-6200-2420-0000-000	157.23
				017645	520-8000-8003-2420-0931-000	138.58
				017645	522-8200-8200-2420-0000-000	148.00
				017645	100-6070-6071-2420-0000-000	35.67
				017645	206-7200-7202-2420-0000-000	40.79
				017645	100-6200-6250-2420-0000-000	31.82
				017645	100-6070-6071-2420-0000-000	138.58
				017645	100-6030-6030-2420-0000-000	148.00
				017645	100-6040-6042-2420-0000-000	157.22
				017645	100-6070-6071-2420-0000-000	142.12
				017645	100-6040-6041-2420-0000-000	117.15
				017645	100-6090-6091-2420-0000-000	217.71
				017645	100-6070-6071-2420-0000-000	222.19
				017645	100-6020-6020-2420-0000-000	174.59
				017645	100-6000-6000-2420-0000-000	191.55
					100-6040-6043-2420-0000-000	14.95
					100-6150-6151-2420-0000-000	13.81
					521-8300-8300-2420-0000-000	13.81
				017645	521-8300-8300-2420-0000-000	74.00
					Total :	4,156.91
168220	1/11/2018	049772 CASTILLO, GREGORY	02/08-02/09/18		PD- PER DIEM (BATON INSTRUCTOR)	
					100-6070-6071-1160-0000-000	74.00
					Total :	74.00
168221	1/11/2018	cbc2230 CHAVIS, LORETTA	00180150		CLOSING BILL CREDITS	
					520-2450-232	12.74
					Total :	12.74
168222	1/11/2018	060519 CHIOU, EILEEN	02009846-16/17		SOLAR CREDIT REFUND	
					520-2450-232	45.05
					Total :	45.05
168223	1/11/2018	001005 CITY OF COLTON	CK#315395-315472		WORKERS COMP CLAIMS	
					607-1110-000	53,443.31

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168223	1/11/2018	001005 001005 CITY OF COLTON	(Continued)			Total : 53,443.31
168224	1/11/2018	057529 CLIFTON, JUSTIN	BOOT ALLOWANCE 17/18		ELEC- BOOT ALLOWANCE 520-8000-8003-1101-0926-000	275.00 Total : 275.00
168225	1/11/2018	094118 COMMUNITY WORKS DESIGN GROUP	12788	017402	W- PROFESSIONAL SERVICES 521-8100-8110-3890-0000-000	12,056.61 Total : 12,056.61
168226	1/11/2018	cbc2243 COVARRUBIAS, ESTEFFANY	00790295		CLOSING BILL CREDITS 520-2450-232	24.38 Total : 24.38
168227	1/11/2018	cbc2231 CURLS & NALES HAIR SALON	01950600		CLOSING BILL CREDITS 520-2450-232	215.50 Total : 215.50
168228	1/11/2018	003660 DELTA DENTAL OF CALIFORNIA	BE002560854		DENTAL PREMIUMS 100-6030-6030-1150-0000-000 762-2030-000	60.13 20,124.21 Total : 20,184.34
168229	1/11/2018	094089 DENNIS GRUBB & ASSOC.	1719	017790	FIRE- PLAN CHECK SERVICES 100-6090-6092-2350-0000-000	6,185.00 Total : 6,185.00
168230	1/11/2018	cbc2232 DEPETRIS, JESSICA	00541400		CLOSING BILL CREDITS 520-2450-232	285.41 Total : 285.41
168231	1/11/2018	094066 DIVERSIFIED DATA PROCESSING &	0122700	017785	C/S- KIOSK LEASE 100-6040-6042-2350-0000-000	5,000.00 Total : 5,000.00
168232	1/11/2018	cbc2222 DOTSON, BRENDA	00300395		CLOSING BILL CREDITS 520-2450-232	145.17

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168232	1/11/2018	cbc2222 cbc2222 DOTSON, BRENDA	(Continued)			
					Total :	145.17
168233	1/11/2018	094098 E & M ELECTRIC AND MACHINERY,	313151		ELEC- SOFTWARE UPGRADE	
				018274	520-8000-8009-2225-0548-000	4,653.00
			313172		ELEC- SOFTWARE UPGRADE	
				018274	520-8000-8009-2225-0548-000	3,715.33
					Total :	8,368.33
168234	1/11/2018	002587 EDWARD BABCOCK & SONS INC	BL71029-0987		WW- LABORATORY SAMPLING	
				017937	522-8200-8200-2350-0000-000	71.00
			BL71057-0987		WW- LABORATORY SAMPLING	
				017937	522-8200-8200-2350-0000-000	71.00
			BL71058-0987		WW- LABORATORY SAMPLING	
				017937	522-8200-8200-2350-0000-000	71.00
			BL71067-0987		WW- LABORATORY SAMPLING	
				017937	522-8200-8200-2350-0000-000	71.00
					Total :	284.00
168235	1/11/2018	094017 ELISEO ART SILVA	#0009		CIP- COLTON MURAL PROJECT	
				016249	451-1203-6987-3890-0000-000	2,000.00
					451-2460-000	-100.00
					Total :	1,900.00
168236	1/11/2018	094073 ENVIRO-MASTER	SB245826		COMM SVCS- RESTROOM MAINTENANCE	
				017941	100-6200-6217-2350-0000-000	425.00
			SB845499		COMM SVCS- RESTROOM MAINTENANCE	
				017941	100-6200-6217-2350-0000-000	95.00
					Total :	520.00
168237	1/11/2018	020307 EWING IRRIGATION	4533213		W- LANDSCAPE MATERIAL	
				018259	521-8100-8110-3890-0000-000	227.63
					Total :	227.63
168238	1/11/2018	013964 FEDERAL EXPRESS CORPORATION	6-034-15943		ELEC- DELIVERY SERVICE	
				017693	520-8000-8001-2300-0921-000	41.83
					Total :	41.83
168239	1/11/2018	001422 FERGUSON ENTERPRISES INC #1350	5331225		BM- PLUMBING SUPPLIES	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168239	1/11/2018	001422 FERGUSON ENTERPRISES INC #1350	(Continued)			
			5331634	054334	605-6150-6211-2250-6211-000 BM- PLUMBING SUPPLIES	63.76
			5405883	054334	605-6150-6211-2250-6212-000 BM- PLUMBING SUPPLIES	96.66
			5448758	054334	605-6150-6211-2250-6212-000 C. CARE- PLUMBING SUPPLIES	75.14
			5519453	054334	206-7200-7202-2250-0000-000 BM- PLUMBING SUPPLIES	65.40
				054334	605-6150-6211-2250-6211-000	52.56
					Total :	353.52
168240	1/11/2018	093928 FLYERS ENERGY, LLC	17-608818		FIRE- FUEL	
				054335	100-6090-6091-2210-0000-000	1,408.25
			17-608819		FIRE- DIESEL FUEL	
				054335	100-6090-6091-2210-0000-000	1,748.42
			18-616680		FIRE- DIESEL FUEL	
				054335	100-6090-6091-2210-0000-000	2,345.63
					Total :	5,502.30
168241	1/11/2018	094137 FMB TRUCK OUTFITTERS, INC.	36626		AUTO- SAFETY LIGHTING AND REPAIR	
				018344	608-6150-8700-2210-6160-000	441.61
					Total :	441.61
168242	1/11/2018	cbc2227 FORD, IREATHA	00290405		CLOSING BILL CREDITS	
					520-2450-232	81.43
					Total :	81.43
168243	1/11/2018	cbc1471 FRANKLIN MANAGEMENT	00471080		CLOSING BILL CREDITS	
					520-2450-232	151.31
					Total :	151.31
168244	1/11/2018	cbc2226 FRANKLIN, ELIZA	00590560		CLOSING BILL CREDITS	
					520-2450-232	44.69
					Total :	44.69
168245	1/11/2018	094050 FRONTIER COMMUNICATIONS	3810369-12/17		ELEC- TELEPHONE LINE/MODEM	

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168245	1/11/2018	094050 FRONTIER COMMUNICATIONS	(Continued)			
			8845048-12/17	017666	520-8000-8024-2310-0930-200	60.25
				017666	ELEC- TELEPHONE LINE/MODEM	
					520-8000-8024-2310-0930-200	51.22
					Total :	111.47
168246	1/11/2018	061217 G.S.S.G.C.	1085926.015		REFUND CLEANING DEPOSIT	
					100-6747-000	50.00
					Total :	50.00
168247	1/11/2018	093573 GARDA CL WEST, INC.	10362285		CASH TRANSPORT SERVICES	
				017628	100-6060-6060-2350-0000-000	472.67
					Total :	472.67
168248	1/11/2018	cbc2220 GARZA, KRISTAIN	00261425		CLOSING BILL CREDITS	
					520-2450-232	11.83
					Total :	11.83
168249	1/11/2018	000157 GENUINE AUTO PARTS	194286		AUTOMOTIVE PARTS	
				054339	608-6150-8700-2210-8200-000	54.27
					Total :	54.27
168250	1/11/2018	cbc2235 GONZALEZ, JUAN	00860380		CLOSING BILL CREDITS	
					520-2450-232	81.10
					Total :	81.10
168251	1/11/2018	000159 GRAINGER, INC	9643191936		INV- BATTERIES	
				018324	100-1500-000	320.61
					100-1500-000	29.10
				018324	100-1500-000	54.86
					Total :	404.57
168252	1/11/2018	000159 GRAINGER, INC	9637740318		W- MAINTENANCE SUPPLIES	
				054340	521-8100-8101-2411-0000-000	256.23
			9644601081		AUTO- MAINTENANCE SUPPLIES	
				054340	608-6150-8700-2210-8101-000	16.60
			9647649590		W- MAINTENANCE SUPPLIES	
				054340	521-8100-8101-2411-0000-000	75.80

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168252	1/11/2018	000159 GRAINGER, INC	(Continued) 9650119838		W- MAINTENANCE SUPPLIES	
				054340	521-8100-8101-2411-0000-000	227.40
			9650344873	054340	BM- MAINTENANCE SUPPLIES 605-6150-6211-2250-6217-000	234.91
					Total :	810.94
168253	1/11/2018	061216 GUTIERREZ, CLARIBEL	2009103.015		REFUND FOR YOUTH BASKETBALL 100-6750-000	65.00
					Total :	65.00
168254	1/11/2018	cbc#8423 GW SAN DIEGO PROPERTIES, LLC	00831385		CLOSING BILL CREDITS 520-2450-232	83.93
					Total :	83.93
168255	1/11/2018	092270 HAAKER EQUIPMENT COMPANY	C37097		AUTO- PARTS & REPAIRS 608-6150-8700-2210-8200-000	33.57
				018093		
					Total :	33.57
168256	1/11/2018	026755 HACH COMPANY	10756959		WW- LAB SUPPLIES 522-8200-8200-2301-0000-000	738.75
			10768266	017960	WW- LAB SUPPLIES 522-8200-8200-2301-0000-000	380.31
				017960		
					Total :	1,119.06
168257	1/11/2018	059743 HANNA, JASON	02/08-02/09/18		PD- PER DIEM (BATON INSTRUCTOR) 100-6070-6071-1160-0000-000	74.00
					Total :	74.00
168258	1/11/2018	025906 HOME DEPOT	0043656		ELEC- HARDWARE SUPPLIES 520-8000-8009-2225-0548-000	39.43
			1592790	017691	ELEC- HARDWARE SUPPLIES 520-8000-8009-2225-0548-000	17.11
			2563560	017691	ELEC- HARDWARE SUPPLIES 520-8000-8009-2225-0548-000	97.98
			2592742	017691	ELEC- HARDWARE SUPPLIES 520-8000-8009-2225-0548-000	148.73

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168258	1/11/2018	025906 HOME DEPOT	(Continued) 9025269	017691	ELEC- HARDWARE SUPPLIES 520-8000-8009-2225-0548-000	20.30
Total :						323.55
168259	1/11/2018	025906 HOME DEPOT	1122082	054344	ELEC- HARDWARE SUPPLIES 520-8000-8004-2301-0921-000	11.09
			2122061	054344	ELEC- HARDWARE SUPPLIES 520-8000-8004-2301-0921-000	121.63
			5025636	054344	ELEC- HARDWARE SUPPLIES 520-8000-8003-2255-0592-100	100.02
			6130407	054344	ELEC- HARDWARE SUPPLIES 520-8000-8004-2301-0921-000	28.22
			6562794	054344	ELEC- HARDWARE SUPPLIES 520-8000-8003-2301-0921-000	77.73
			7021644	054345	BM- HARDWARE SUPPLIES 605-6150-6211-2250-6211-000	59.34
			8014514	054345	BM- HARDWARE SUPPLIES 605-6150-6211-2250-8001-000	16.18
			972602	054345	BM- HARDWARE SUPPLIES 605-6150-6211-2250-8001-000	24.31
			9971956	054344	ELEC- HARDWARE SUPPLIES 520-8000-8004-2301-0921-000	25.86
Total :						464.38
168260	1/11/2018	037218 HOSE MAN	6196044-0001-06	054348	AUTO- HOSE REPAIRS 608-6150-8700-2210-8200-000	26.94
Total :						26.94
168261	1/11/2018	094199 HPI LLC	1217-614939	018337	ELCE- CONTROL SYSTEM UPGRADE 520-8000-8009-2225-0548-000	38,651.10
Total :						38,651.10
168262	1/11/2018	046663 INFOSEND INC.	129011	017724	C/S- UTILITY BILLING AND MAIL SVC 100-6040-6042-2350-0000-000	7,985.89
			129966	017724	C/S- UTILITY BILLING AND MAIL SVCS 100-6040-6042-2350-0000-000	5,690.93

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168262	1/11/2018	046663 046663 INFOSEND INC.	(Continued)			Total : 13,676.82
168263	1/11/2018	093565 INLAND BODY & PAINT CENTER	101829	018203	AUTO REPAIRS 608-6150-8700-2210-8000-000 608-6150-8700-2210-8000-000	3,394.00 75.41 Total : 3,469.41
168264	1/11/2018	000276 INLAND WATER WORKS SUPPLY	S1006178.001	054351	WW- PIPING SUPPLIES 522-8200-8200-2301-0000-000	340.20
			S1006718.001	054351	W- PIPING SUPPLIES 521-8100-8101-2301-0000-000	11.85
			S1006718.002	054351	W- PIPING SUPPLIES 521-8100-8101-2301-0000-000	45.36 Total : 397.41
168265	1/11/2018	061218 IXII GROUP	IXII GROUP		PD- TUITION (CRISIS NEGOTIATIONS) 100-6070-6071-1160-0000-000	99.00 Total : 99.00
168266	1/11/2018	094184 J.D. WILLIAMS LAND SURVEYING S	#1	018346	PW- PROFESSIONAL SERVICES 100-6150-6151-2350-0000-000	150.00 Total : 150.00
168267	1/11/2018	cbc2211 JAMES, MONIQUE	00300150		CLOSING BILL CREDITS 520-2450-232	18.35 Total : 18.35
168268	1/11/2018	cbc2219 JO DEAN, ROLANDA	00261315		CLOSING BILL CREDITS 520-2450-232	134.65 Total : 134.65
168269	1/11/2018	cbc2241 JOHN BURR CYCLES INC.	01940735		CLOSING BILL CREDITS 520-2450-232	182.74 Total : 182.74
168270	1/11/2018	cbc2234 KELLY, LORRAIN	00842240		CLOSING BILL CREDITS 520-2450-232	97.81

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168270	1/11/2018	cbc2234 cbc2234 KELLY, LORRAIN	(Continued)		Total :	97.81
168271	1/11/2018	cbc2248 KILBRIDE, JAMES	00180295		CLOSING BILL CREDITS 520-2450-232	39.26
					Total :	39.26
168272	1/11/2018	cbc2209 KJELLBERG, DONALD	00330250		CLOSING BILL CREDITS 520-2450-232	44.38
					Total :	44.38
168273	1/11/2018	001947 KRIEGER & STEWART	41315	017387	W- DESIGN ENGINEERING 521-8100-8106-3890-0000-000	14,165.75
					Total :	14,165.75
168274	1/11/2018	cbc2217 LOPEZ, JOSEPH	00860440		CLOSING BILL CREDITS 520-2450-232	46.55
					Total :	46.55
168275	1/11/2018	041927 LOU'S TIRE SERVICE	84521	054358	AUTOMOTIVE TIRES 608-6150-8700-2210-6160-000	129.09
			84527	054358	AUTOMOTIVE TIRES 608-6150-8700-2210-8000-000	221.16
					Total :	350.25
168276	1/11/2018	cbc2214 LUNA, ADRIANA	00180585		CLOSING BILL CREDITS 520-2450-232	34.66
					Total :	34.66
168277	1/11/2018	cbc2228 LUNA, JULIA	00820274		CLOSING BILL CREDITS 520-2450-232	92.19
					Total :	92.19
168278	1/11/2018	093703 MAILFINANCE INC.	N6922637	017721	C. CLERK- LEASE ON FOLDING MACHINE 100-6010-6010-2420-0000-000 100-6010-6010-2420-0000-000	449.78 27.20
					Total :	476.98
168279	1/11/2018	060804 MAJORS, PAULA	EXC MED 17/18		FIN- MEDICAL EXPENSE REIMB.	

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168279	1/11/2018	060804 MAJORS, PAULA	(Continued)		100-6040-6041-1100-0000-000	421.93
Total :						421.93
168280	1/11/2018	041081 MISSION LINEN SUPPLY & UNIFORM	506105924		LLMD- UNIFORM RENTAL SERVICES	
				054359	701-6150-6220-1170-0000-000	8.39
				054359	702-6150-6210-1170-0000-000	8.38
			506200109		LLMD- UNIFORM RENTAL SERVICES	
				054359	701-6150-6220-1170-0000-000	8.39
				054359	702-6150-6210-1170-0000-000	8.38
			506249226		LLMD- UNIFORM RENTAL SERVICES	
				054359	701-6150-6220-1170-0000-000	8.39
				054359	702-6150-6210-1170-0000-000	8.38
			506335225		W- UNIFORM RENTAL SERVICES	
				054359	521-8100-8101-1170-0000-000	1,081.50
			506387342		W- UNIFORM RENTAL SERVICES	
				054359	521-8100-8101-1170-0000-000	204.39
			506406309		WW- UNIFORM RENTAL SERVICES	
				054359	522-8200-8200-1100-0000-000	211.88
			50647070		BM- UNIFORM RENTAL SERVICES	
				054359	605-6150-6211-2250-6211-000	32.59
			506474066		BM- UNIFORM RENTAL SERVICES	
				054359	605-6150-6211-2250-6202-000	46.61
			506485762		AUTO- UNIFORM RENTAL SERVICES	
				054359	608-6150-8700-2301-0000-000	28.34
				054359	608-6150-8700-1170-0000-000	18.66
			506485763		BM- UNIFORM RENTAL SERVICES	
				054359	605-6150-6211-1170-0000-000	33.53
Total :						1,707.81
168281	1/11/2018	041081 MISSION LINEN SUPPLY & UNIFORM	505712915		PARKS- UNIFORM RENTAL SERVICES	
				018047	100-6150-6205-1170-0000-000	429.00
			506040427		PARKS- CREDIT	
				018047	100-6150-6205-1170-0000-000	-374.88
			506105922		ST- UNIFORM RENTAL SERVICES	
				017879	210-6150-6160-1170-0000-000	44.55
			506105923		PARKS- UNIFORM RENTAL SERVICES	

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168281	1/11/2018	041081 MISSION LINEN SUPPLY & UNIFORM	(Continued)			
			506200107	018047	100-6150-6205-1170-0000-000 ST- UNIFORM RENTAL SERVICE	42.51
			506200108	017879	210-6150-6160-1170-0000-000 PARKS- UNIFORM RENTAL SERVICE	44.55
			506249224	018047	100-6150-6205-1170-0000-000 ST- UNIFORM RENTAL SERVICES	42.51
			506249225	017879	210-6150-6160-1170-0000-000 PARKS- UNIFORM RENTAL SERVICE	44.55
			506292907	018047	100-6150-6205-1170-0000-000 ST- UNIFORM RENTAL SERVICES	42.51
			506340220	017879	210-6150-6160-1170-0000-000 ST- UNIFORM RENTAL SERVICE	45.32
				017879	210-6150-6160-1170-0000-000	44.55
					Total :	405.17
168282	1/11/2018	cbc2233 MONROY, CHRISTIAN	00790425		CLOSING BILL CREDITS 520-2450-232	238.59
					Total :	238.59
168283	1/11/2018	093781 NBS GOVERNMENT FINANCE GROUP	101700046		W- REGULATORY FEE STUDY	
				017384	521-8100-8101-2350-0000-000	2,586.25
				017384	522-8200-8200-2350-0000-000	2,586.25
			101700072		W- CAPACITY FEE SERVICE	
				017384	521-8100-8101-2350-0000-000	563.50
				017384	522-8200-8200-2350-0000-000	1,886.50
					Total :	7,622.50
168284	1/11/2018	093220 NESTLE WATERS NORTH AMERICA	17L0021202460		FIRE- BOTTLE WATER SERVICES	
				054360	100-6090-6091-2301-0000-000	215.44
					Total :	215.44
168285	1/11/2018	cbc2236 O'BRIEN, KERRY	00170455		CLOSING BILL CREDITS 520-2450-232	106.73
					Total :	106.73
168286	1/11/2018	cbc2229 ODIAMEHI, MARVELLOUS	00882725		CLOSING BILL CREDITS	

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168286	1/11/2018	cbc2229 ODIAMEHI, MARVELLOUS	(Continued)		520-2450-232	88.00
					Total :	88.00
168287	1/11/2018	045033 OFFICE DEPOT	990551212001		C/S- OFFICE SUPPLIES	
				054363	100-6040-6042-2301-0000-000	26.39
			990639649001		COMM SVCS- OFFICE SUPPLIES	
				054363	100-6200-6214-2301-0000-000	225.64
			990651155001		C/S- OFFICE SUPPLIES	
				054363	100-6040-6042-2301-0000-000	26.57
			990651211001		C/S- OFFICE SUPPLIES	
				054363	100-6040-6042-2301-0000-000	14.19
			991875178001		COMM SVCS- OFFICE SUPPLIES	
				054363	100-6200-6217-2301-0000-000	41.24
			992361828001		COMM SVCS- OFFICE SUPPLIES	
				054363	100-6200-6217-2301-0000-000	62.80
			993924805001		C. COUNCIL- OFFICE SUPPLIES	
				054363	100-6010-6010-2300-0000-000	45.68
			993925093001		COUNCIL- OFFICE SUPPLIES	
				054363	100-6010-6010-2300-0000-000	241.45
					Total :	683.96
168288	1/11/2018	001712 PACIFIC ALARM SERVICE	R134029		ALARM SERVICES	
				054392	605-6150-6211-2250-8001-000	254.50
			R134421		ALARM SERVICES	
				054392	605-6150-6211-2250-8001-000	134.50
			R134422		ALARM SERVICES	
				054392	605-6150-6211-2250-8001-000	41.50
			R134423		ALARM SERVICES	
				054392	605-6150-6211-2250-6211-000	79.00
			R134424		ALARM SERVICES	
				054392	605-6150-6211-2250-6250-000	57.00
			R134425		ALARM SERVICES	
				054392	605-6150-6211-2250-8001-000	86.00
			R134426		ALARM SERVICES	
				054392	605-6150-6211-2250-6211-000	162.00
			R134427		ALARM SERVICES	

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168288	1/11/2018	001712 PACIFIC ALARM SERVICE	(Continued)			
				054392	605-6150-6211-2250-6202-000 ALARM SERVICES	279.00
			R134428	054392	605-6150-6211-2250-7202-000 ALARM SERVICES	61.00
			R134429	054392	605-6150-6211-2250-6211-000	61.50
				054392	605-6150-6211-2250-8101-000 ALARM SERVICES	61.50
			R134430	054392	605-6150-6211-2250-6211-000 ALARM SERVICES	61.00
			R134431	054392	605-6150-6211-2250-8001-000 ALARM SERVICES	111.00
			R134432	054392	605-6150-6211-2250-8001-000 ALARM SERVICES	210.00
			R134433	054392	605-6150-6211-2250-6211-000 ALARM SERVICES	43.50
			R134434	054392	605-6150-6211-2250-6250-000 ALARM SERVICES	147.00
			R134435	054392	605-6150-6211-2250-6213-000 ALARM SERVICES	48.50
			R134436	054392	605-6150-6211-2250-6250-000 ALARM SERVICES	41.00
			R134437	054392	605-6150-6211-2250-6213-000 ALARM SERVICES	185.00
			R134438	054392	605-6150-6211-2250-6211-000 ALARM SERVICES	164.50
			R134439	054392	605-6150-6211-2250-8001-000 ALARM SERVICES	88.00
			R134441	054392	605-6150-6211-2250-6071-000 ALARM SERVICES	58.00
			R134442	054392	605-6150-6211-2250-6071-000 ALARM SERVICES	48.50
			R134443	054392	605-6150-6211-2250-6071-000 ALARM SERVICES	39.50
			R134444	054392	605-6150-6211-2250-6071-000 ALARM SERVICES	92.50
			R134445	054392	605-6150-6211-2250-6071-000 ALARM SERVICES	38.50

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168288	1/11/2018	001712 PACIFIC ALARM SERVICE	(Continued) R134446		ALARM SERVICES	
			R134448	054392	605-6150-6211-2250-8200-000	365.50
			R134449	054392	605-6150-6211-2250-6218-000	132.00
				054392	605-6150-6211-2250-8101-000	134.00
					Total :	3,285.50
168289	1/11/2018	cbc2240 PERDROZA, SAMANTHA	00270445		CLOSING BILL CREDITS	
					520-2450-232	146.94
					Total :	146.94
168290	1/11/2018	023172 PEREZ, HENRY	12/08/17		FIRE- REIMBURSE PARKING	
					100-6090-6091-2280-0000-000	50.00
					Total :	50.00
168291	1/11/2018	041300 POWER PLUS	P11618-5		ELEC- ENGINEERING SERVICES	
				017938	520-8000-8002-2350-0923-000	7,312.50
					Total :	7,312.50
168292	1/11/2018	092540 PRAXAIR DISTRIBUTION	80351226		ELEC- VARIOUS GASES	
				017658	520-8000-8009-2225-0548-000	1,012.47
					Total :	1,012.47
168293	1/11/2018	cbc2216 PRESCOTT, MARY	00390435		CLOSING BILL CREDITS	
					520-2450-232	53.53
					Total :	53.53
168294	1/11/2018	093060 PROTECTION ONE ALARM MONITORIN	60390036-12/17		BM- MAINT. AGREEMENT-CITY HALL	
				018172	605-6150-6211-2250-6211-000	306.02
					Total :	306.02
168295	1/11/2018	014316 PRUDENTIAL OVERALL SUPPLY	22545601		ELEC- UNIFORM RENTAL SERVICES	
			22545608	054391	520-8000-8009-2225-0548-000	68.20
				054391	520-8000-8004-1170-0926-000	249.10
				054391	520-8000-8002-2301-0921-000	12.65

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168295	1/11/2018	014316 PRUDENTIAL OVERALL SUPPLY	(Continued) 22545609	054391	ELEC- UNIFORM RENTAL SERVICES 520-8000-8003-1170-0926-000	129.51
					Total :	459.46
168296	1/11/2018	048047 QUIROGA, CARMEN	1080501.015		CLEANING DEPOSIT REFUND 100-6747-000	100.00
					Total :	100.00
168297	1/11/2018	cbc2247 RAMOS, TIMOTHY	00840180		CLOSING BILL CREDITS 520-2450-232	27.15
					Total :	27.15
168298	1/11/2018	cbc0880 RIVERSIDE PROPERTY MNGT	00361275		CLOSING BILL CREDITS 520-2450-232	143.90
					Total :	143.90
168299	1/11/2018	026559 S D MYERS INC	774918	018296	ELEC- OIL SAMPLINGS 520-8000-8003-2255-0592-100	6,696.00
					Total :	6,696.00
168300	1/11/2018	092322 SAM'S CLUB DIRECT	CHARGES- 12/17	054371 054371 054371	SUPPLIES (VARIOUS DEPT'S) 100-6200-6214-2301-0000-000 100-6200-6218-2301-0000-000 762-2318-001	233.26 50.30 663.58
					Total :	947.14
168301	1/11/2018	092322 SAM'S CLUB DIRECT	CHARGES 12/17-2	018275 018275 018275 018275	INV- SUPPLIES 100-1500-000 520-1500-154 100-1500-000 100-1500-000 520-1500-154 100-1500-000	81.84 14.98 250.10 29.43 1.20 35.92
					Total :	413.47
168302	1/11/2018	014615 SAN BERNARDINO COUNTY	HEALTH PERMIT		HEALTH PERMIT- WDS QTR MONITORING 100-6200-6202-2241-0000-000	5,237.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168302	1/11/2018	014615 014615 SAN BERNARDINO COUNTY	(Continued)		Total :	5,237.00
168303	1/11/2018	059100 SANDS, STEVE	RECERTS 2017		FIRE- PARAMEDIC RECERT FEES 100-6090-6091-1161-0000-000	270.00
					Total :	270.00
168304	1/11/2018	cbc2218 SARABIA, ILSE	00800425		CLOSING BILL CREDITS 520-2450-232	36.90
					Total :	36.90
168305	1/11/2018	cbc2245 SIGNATURE CAPITAL PROPERTIES	00150800		CLOSING BILL CREDITS 520-2450-232	33.82
					Total :	33.82
168306	1/11/2018	cbc2237 SILVA, HECTOR	00570360		CLOSING BILL CREDITS 520-2450-232	155.42
					Total :	155.42
168307	1/11/2018	059749 SITUMEANG, REY	REBATE- WASHERS		ENERGY EFFICIENCY REBATE 526-8000-8035-2041-0930-010	150.00
					Total :	150.00
168308	1/11/2018	000224 SMART AND FINAL IRIS CO	34576.2	054373	COMM SVCS- GROCERY ITEMS 100-6200-6214-2301-0000-000	60.12
			45571	054373	COMM SVCS- GROCERY ITEMS 100-6200-6215-2301-0000-000	54.86
					Total :	114.98
168309	1/11/2018	cbc2213 SMITH, BREEANNA LYNN	00290785		CLOSING BILL CREDITS 520-2450-232	121.62
					Total :	121.62
168310	1/11/2018	cbc2221 SMITH, JASON	00731405		CLOSING BILL CREDITS 520-2450-232	30.53
					Total :	30.53
168311	1/11/2018	092670 SO CAL LOCKSMITH	39010	054374	COMM SVCS- LOCKSMITH PARTS 100-6200-6217-2250-0000-000	21.44

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168311	1/11/2018	092670 SO CAL LOCKSMITH	(Continued) 39050	054374	W- LOCK PARTS 521-8100-8101-2301-0000-000	168.01
Total :						189.45
168312	1/11/2018	000228 SOUTHERN CALIFORNIA EDISON	2-01-522-0296-1217	054375	W- ELECTRIC SERVICE 521-8100-8101-2320-0000-000	1,492.36
Total :						1,492.36
168313	1/11/2018	cbc2242 SPIGNER, DANIEL	00760705		CLOSING BILL CREDITS 520-2450-232	65.36
Total :						65.36
168314	1/11/2018	059602 THE STANDARD INSURANCE COMPANY	JAN 18		ACTIVE PREMIUMS 762-2015-000 100-6030-6030-1150-0000-000	1,719.72 6.96
Total :						1,726.68
168315	1/11/2018	045823 THOMPSON COBURN LLP	NOV 17	017851	ELEC- LEGAL SERVICES FERC 520-8000-8001-2350-0923-000	4,854.22
Total :						4,854.22
168316	1/11/2018	cbc0350 TRI COUNTY DRILLING	01020045		CLOSING BILL CREDITS 521-2450-000	750.84
Total :						750.84
168317	1/11/2018	cbc2210 TRUJILLO, SUSAN	00881620		CLOSING BILL CREDITS 520-2450-232	37.25
Total :						37.25
168318	1/11/2018	093539 TSR CONSTRUCTION & INPECTIONS	RETENTION- 3RD ST.		PW- RETENTION (3RD STREET) 215-2460-000 521-2460-000	2,304.75 668.81
Total :						2,973.56
168319	1/11/2018	cbc2224 UBALDO-HERNANDEZ RUELAS, SAUL	00791820		CLOSING BILL CREDITS 520-2450-232	119.01

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168319	1/11/2018	cbc2224 cbc2224 UBALDO-HERNANDEZ RUELAS, SAUL	(Continued)			
					Total :	119.01
168320	1/11/2018	092083 ULTRA PRINTING	14936		COUNCIL- BUSINESS CARDS	
				054383	100-6000-6000-2300-0000-000	29.63
					Total :	29.63
168321	1/11/2018	035315 USA BLUE BOOK	428528		W- OPERATING SUPPLIES	
				018033	521-8100-8101-2411-0000-000	34.95
			428843		W- OPERATING SUPPLIES	
				018033	521-8100-8101-2411-0000-000	2,818.64
					Total :	2,853.59
168322	1/11/2018	092286 VERIZON WIRELESS	9798127305		ELEC- WIRELESS SERVICE	
				017667	520-8000-8024-2310-0930-200	747.29
					Total :	747.29
168323	1/11/2018	093406 VERIZON WIRELESS	9708334829		ELEC- CELLULAR SERVICES	
				054385	520-8000-8001-2310-0930-200	231.83
			9796538324		WW- CELLULAR SERVICES	
				054385	522-8200-8200-2310-0000-000	858.18
			9798334825		ELEC- CELLULAR SERVICES	
				054385	520-8000-8001-2310-0930-200	549.13
			9798334827		AUTO- CELLULAR SERVICES	
				054385	608-6150-8700-2310-0000-000	23.62
			9798334828		ST- CELLULAR SERVICES	
				054385	100-6150-6160-2310-0000-000	359.31
			9798334830		ELEC- CELLULAR SERVICES	
				054385	520-8000-8001-2310-0930-200	334.91
			9798334831		ELEC- CELLULAR SERVICES	
				054385	520-8000-8009-2225-0548-000	448.58
			9798334832		COMM SVCS- CELLULAR SERVICES	
				054385	100-6200-6250-2310-0000-000	101.23
				054385	100-6200-6202-2310-0000-000	261.16
			9798334833		PW- CELLULAR SERVICES	
				054385	100-6150-6151-2310-0000-000	346.41
			9798334835		PARKS- CELLULAR SERVICES	
				054385	100-6150-6205-2310-0000-000	304.84

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168323	1/11/2018	093406 VERIZON WIRELESS	(Continued) 9798334836		WW- CELLULAR SERVICES	
			9798334837	054385	522-8200-8200-2310-0000-000	734.63
			9798334838	054385	BM- CELLULAR SERVICES	
					605-6150-6211-2310-0000-000	58.20
				054385	W- CELLULAR SERVICES	
					521-8100-8101-2310-0000-000	1,275.15
				054385	522-8200-8200-2310-0000-000	449.78
			9798334839		I.S.- CELLULAR SERVICES	
				054385	606-6040-6044-2310-0000-000	157.57
			9798334841		COUNCIL- CELLULAR SERVICES	
				054385	100-6000-6000-2310-0000-000	327.43
			9798334842		COUNCIL- CELLULAR SERVICES	
				054385	100-6000-6000-2310-0000-000	111.46
			9798334844		HR- CELLULAR SERVICES	
				054385	100-6030-6030-2310-0000-000	28.88
Total :						6,962.30
168324	1/11/2018	cbc2246 VIDALES, BENJAMIN	00461252		CLOSING BILL CREDITS	
					520-2450-232	155.20
Total :						155.20
168325	1/11/2018	034149 VWR SCIENTIFIC PRODUCTS CO	8080802318		WW- LAB SUPPLIES	
			8080805555	018145	522-8200-8200-2255-0000-000	291.64
				018145	W- LAB SUPPLIES	
					522-8200-8200-2255-0000-000	747.42
Total :						1,039.06
168326	1/11/2018	094185 WATER MANAGEMENT GROUP INC.	17/COL/02		W- IRRIGATION SYTEM EFFINCIENCY	
				018205	521-8100-8110-2350-0000-000	3,300.00
Total :						3,300.00
168327	1/11/2018	cbc2215 WATKINS, DARRYL	00800465		CLOSING BILL CREDITS	
					520-2450-232	30.23
Total :						30.23
168328	1/11/2018	000750 WESCO DISTRIBUTION INC	470082		ELEC INV- WIRE	

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168328	1/11/2018	000750 WESCO DISTRIBUTION INC	(Continued)			
				018210	520-1500-154	21,370.00
					520-1500-154	1,656.18
			470084		ELEC INV- WIRE	
				018299	520-1500-154	5,342.50
					520-1500-154	414.04
					Total :	28,782.72
168329	1/11/2018	034005 WEST COAST ROTOR	26729		WW- PUMP REPLACEMENT PARTS	
				018332	522-8200-8200-2256-0000-000	4,412.94
					Total :	4,412.94
168330	1/11/2018	003171 WEST VALLEY WATER DISTRICT	23577-23504- 01/18		LLMD- WATER SERVICES	
			24015-23926-01/18		702-6150-6210-2320-0000-000	130.41
			24843-24702-01/18		LLMD- WATER SERVICES	
					702-6150-6210-2320-0000-000	255.99
			25241-25078-01/18		LLMD- WATER SERVICES	
					702-6150-6210-2320-0000-000	70.02
			25493-25320-01/18		LLMD- WATER SERVICES	
					702-6150-6210-2320-0000-000	70.02
			25495-25322-01/18		LLMD- WATER SERVICES	
					702-6150-6210-2320-0000-000	35.91
			25875-25680- 01/18		LLMD- WATER SERVICES	
					702-6150-6210-2320-0000-000	359.20
			26061-25662- 01/18		LLMD- WATER SERVICES	
					702-6150-6210-2320-0000-000	212.46
			26529-26320-01/18		LLMD- WATER SERVICES	
					702-6150-6210-2320-0000-000	25.05
					WATER SERVICES	
					702-6150-6210-2320-0000-000	70.02
					Total :	1,229.08
168331	1/11/2018	044739 WHITE, CRAIG	DEC 17		RETIREE MEDICAL REIMBURSEMENT	
					100-6030-6030-1150-0000-000	758.69
					Total :	758.69
168332	1/11/2018	cbc2249 WILLIAMS, PAMELA	00570030		CLOSING BILL CREDITS	

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168332	1/11/2018	cbc2249 WILLIAMS, PAMELA	(Continued)		520-2450-232	292.79
					Total :	292.79
168333	1/11/2018	045690 WIRZ & COMPANY PRINTING	96068	017826	W- LAMINATE CITY MAP 521-8100-8110-2341-0000-000	49.57
					Total :	49.57
168334	1/11/2018	061087 WITT, STEVEN	BOOT ALLOWANCE 17/18		ELEC- BOOT ALLOWANCE 520-8000-8003-1101-0926-000	130.37
					Total :	130.37
168335	1/11/2018	002761 XEROX CORPORATION	091811047	017800	C. CLERK- COPIER LEASE 100-6010-6010-2420-0000-000	52.84
				017800	100-6010-6010-2420-0000-000	59.92
				017800	100-6010-6010-2420-0000-000	720.38
					Total :	833.14
168336	1/11/2018	059634 YULIP, PETER	1084139.015		REFUND CLEANING DEPOSIT 100-6747-000	100.00
					Total :	100.00
330000	12/21/2017	003756 CITY OF LOS ANGELES / DWP	GA189983		TRANSMISSION, SVC & DISPATCHING 520-8000-8006-2330-0555-700	6,322.96
					Total :	6,322.96
2136000	12/22/2017	021869 UNION BANK	DEC 2017		DEBT SVCS (REV BONDS, 2007 SERIES 520-1090-008	136,176.04
					Total :	136,176.04
5291900	12/21/2017	059733 COLTON SOLAR TWO, LLC	CST031		ELEC- ENERGY PURCHASED 520-8000-8006-2330-0555-540	7,464.13
					Total :	7,464.13
11891182	12/27/2017	048436 COLTON PUBLIC UTILITIES	11891182		WW- TIME OF USE BILLS WWTP 522-8200-8200-2320-0000-000	63,704.86
					Total :	63,704.86

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19818600	12/28/2017	060656 DOMINO SOLAR LTD	JB-9232227-00-12/17		ELEC- ENERGY PURCHASED 520-8000-8006-2330-0555-540	2,656.23
					Total :	2,656.23
19829900	12/28/2017	003111 SO CALIF PUBLIC POWER AUTH	MAG F 1117		ELEC- MONTHLY POWER COSTS 520-8000-8006-2330-0555-400	47,575.00
					Total :	47,575.00
21370000	12/22/2017	021869 UNION BANK	DEC 2017- ELEC		DEBT SVC (ELEC REV BONDS 2012 SERIES 520-1090-000	230,658.23
					Total :	230,658.23
25980000	12/28/2017	003111 SO CALIF PUBLIC POWER AUTH	DSR2 1217		ELEC- MONTHLY POWER COSTS 520-8000-8006-2330-0555-540 520-8000-8006-2330-0555-600	13,101.00 -10,801.09
					Total :	2,299.91
27590000	12/27/2017	009994 SHELL ENERGY NORTH AMERICA	11.2017 T+3		ELEC- FIRM POWER TRANSMISSION 520-8000-8006-2330-0555-400 520-8000-8009-2321-0547-000 520-8000-8006-2330-5550-000 520-8000-8006-2330-0555-600 520-8000-8006-2330-0555-800 520-7905-000	26,527.38 63,640.48 17,200.00 89,106.51 24,684.62 -29,517.69
					Total :	191,641.30
32700000	12/21/2017	003755 SO CALIF PUBLIC POWER AUTH	MWD 1217		ELEC- MONTHLY ENERGY COSTS 520-8000-8006-2330-0555-530	26,639.00
					Total :	26,639.00
32800000	12/21/2017	060161 SO CALIF PUBLIC POWER AUTH	KBS 1217		ELEC- MONTHLY POWER COSTS 520-8000-8006-2330-0555-540 520-8000-8006-2330-0555-600	17,744.00 -16,359.57
					Total :	1,384.43
32900000	12/21/2017	003934 U S DEPARTMENT OF ENERGY	GG1947W1117		ELEC- INTERTIE POWER SYSTEM 520-8000-8006-2330-0555-100	7,763.17

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32900000	12/21/2017	003934 003934 U S DEPARTMENT OF ENERGY	(Continued)			
					Total :	7,763.17
33100000	12/21/2017	000904 CITY OF BURBANK	122842		ELEC- BILLING FOR MAGNOLIA POWER	
					520-8000-8006-2330-0555-700	29,200.00
					Total :	29,200.00
45400000	12/26/2017	061139 SO CALIF PUBLIC POWER AUTH	1217		ELEC- MONTHLY RESOLUTION BILLINGS	
					520-8000-8001-2350-0923-000	231.22
					526-8000-8035-2041-0930-010	5,849.40
					526-8000-8035-2041-0930-040	711.59
					526-8000-8035-2350-0923-000	3,307.55
					526-8000-8038-2350-0923-000	19,100.00
					520-8000-8022-2350-0923-000	132.60
					526-8000-8039-2350-0923-000	3,333.34
					Total :	32,665.70
52920000	12/21/2017	059733 COLTON SOLAR TWO, LLC	CS1029		ELEC- ENERGY PURCHASED	
					520-8000-8006-2330-0555-540	18,135.06
					Total :	18,135.06
66571221	12/21/2017	003772 STATE OF CALIFORNIA	PP 12/21/17		CHILD SUPPORT PAYMENTS	
					762-2150-000	2,629.12
					Total :	2,629.12
98634400	12/21/2017	003893 ING	PP 12/21/17		457 DEF COMP & LOAN PAYMENT	
					762-2045-000	768.47
					762-2040-000	12,068.41
					Total :	12,836.88
198213000	12/28/2017	060656 DOMINO SOLAR LTD	JB-9231899-00-12/17		ELEC- ENERGY PURCHASED	
					520-8000-8006-2330-0555-540	3,528.51
					Total :	3,528.51
800247941	12/28/2017	058819 CALIFORNIA INDEPENDENT	2017122631-37145289		ELECTRIC TRANSMISSION SERVICE	
					520-8000-8006-2330-0555-710	122.21
					Total :	122.21
154 Vouchers for bank code : boa						Bank total : 1,131,880.24

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154 Vouchers in this report

Total vouchers : 1,131,880.24



Stacey Dabbs
Finance Director



Aurelio De La Torre
City Treasurer

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168337	1/18/2018	000788 A T & T	2656742165	017665	ELEC- FRAME CIRCUIT CHARGES 520-8000-8001-2310-0930-200	251.56
Total :						251.56
168338	1/18/2018	026370 ALLSTAR FIRE EQUIPMENT INC	203636	017733	FIRE- SAFETY GEAR AND SUPPLIES 100-6090-6091-1180-0000-000	497.81
			203814	017733	FIRE- SAFETY GEAR AND SUPPLIES 100-6090-6091-1180-0000-000	77.34
Total :						575.15
168340	1/18/2018	046028 AT & T	831000-01/18	054319	I.S.- TELEPHONE SERVICES 606-6040-6044-2310-0000-000	1,092.91
			9391054753-12/17	054319	TELEPHONE SERVICES 520-8000-8024-2310-0930-200	16.15
			9391054755-12/17	054319	TELEPHONE SERVICES 520-8000-8024-2310-0930-200	16.15
			9391054769-12/17	054319	TELEPHONE SERVICES 520-8000-8024-2310-0930-200	16.10
			9391054770-12/17	054319	TELEPHONE SERVICES 520-8000-8024-2310-0930-200	34.69
			9391054788-12/17	054319	TELEPHONE SERVICES 520-8000-8009-2225-0548-000	220.92
			9391054798-12/17	054319	TELEPHONE SERVICES 520-8000-8024-2310-0930-200	16.15
			9391054799-12/17	054319	TELEPHONE SERVICES 520-8000-8024-2310-0930-200	20.25
			9391054801-12/17	054319	TELEPHONE SERVICES 520-8000-8024-2310-0930-200	20.26
			9391054924-12/17	054319	TELEPHONE SERVICES 520-8000-8024-2310-0930-200	34.64
			9391054943-12/17	054319	TELEPHONE SERVICES 520-8000-8024-2310-0930-200	16.09
			9391054980-12/17	054319	TELEPHONE SERVICES 520-8000-8024-2310-0930-200	20.25
			9391054983-12/17	054319	TELEPHONE SERVICES 520-8000-8024-2310-0930-200	20.25

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168340	1/18/2018	046028 AT & T	(Continued)			
			9391054984-12/17		I.S.- TELEPHONE SERVICES	
				054319	606-6040-6044-2310-0000-000	20.25
			9391054985-12/17		TELEPHONE SERVICES	
				054319	520-8000-8024-2310-0930-200	20.25
			9391054987-12/17		I.S.- TELEPHONE SERVICES	
				054319	606-6040-6044-2310-0000-000	105.24
			9391054989-12/17		TELEPHONE SERVICES	
				054319	520-8000-8024-2310-0930-200	20.25
			9391054992-12/17		TELEPHONE SERVICES	
				054319	520-8000-8001-2310-0930-200	284.28
			9391055023-12/17		TELEPHONE SERVICES	
				054319	520-8000-8024-2310-0930-200	20.25
			9391055023-12/17		TELEPHONE SERVICES	
				054319	520-8000-8024-2310-0930-200	20.25
			9391055024-12/17		TELEPHONE SERVICES	
				054319	520-8000-8024-2310-0930-200	20.25
			9391055025-12/17		TELEPHONE SERVICES	
				054319	520-8000-8024-2310-0930-200	20.25
			9391055026-12/17		TELEPHONE SERVICES	
				054319	520-8000-8024-2310-0930-200	20.25
			9391055030-12/17		TELEPHONE SERVICES	
				054319	520-8000-8024-2310-0930-200	20.25
			9391055032-12/17		TELEPHONE SERVICES	
				054319	520-8000-8024-2310-0930-200	38.85
			9391055034-12/17		TELEPHONE SERVICES	
				054319	520-8000-8024-2310-0930-200	20.25
			9391055035-12/17		TELEPHONE SERVICES	
				054319	520-8000-8024-2310-0930-200	20.25
			9391055036-12/17		I.S.- TELEPHONE SERVICES	
				054319	606-6040-6044-2310-0000-000	18.60
			9391055037-12/17		TELEPHONE SERVICES	
				054319	520-8000-8024-2310-0930-200	20.25
			9391055039-12/17		TELEPHONE SERVICES	
				054319	520-8000-8024-2310-0930-200	20.25
			9391055046-12/17		TELEPHONE SERVICES	
				054319	520-8000-8024-2310-0930-200	16.19

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168340	1/18/2018	046028 AT & T	(Continued)			
			9391055052-12/17		TELEPHONE SERVICES	
				054319	520-8000-8024-2310-0930-200	34.79
			9391055055-12/17		TELEPHONE SERVICES	
				054319	520-8000-8024-2310-0930-200	20.25
			9391055057-12/17		TELEPHONE SERVICES	
				054319	520-8000-8024-2310-0930-200	16.09
			9391055059-12/17		TELEPHONE SERVICES	
				054319	520-8000-8024-2310-0930-200	20.25
			9391055086-12/17		TELEPHONE SERVICES	
				054319	520-8000-8024-2310-0930-200	20.25
			9391055087-12/17		TELEPHONE SERVICES	
				054319	520-8000-8024-2310-0930-200	20.25
			9391055089-12/17		TELEPHONE SERVICES	
				054319	520-8000-8024-2310-0930-200	38.84
			9391055093-12/17		TELEPHONE SERVICES	
				054319	520-8000-8024-2310-0930-200	20.25
			9391055095-12/17		VW- TELEPHONE SERVICES	
				054319	522-8200-8200-2310-0000-000	112.71
			9391055098-12/17		TELEPHONE SERVICES	
				054319	520-8000-8024-2310-0930-200	20.25
			9391055099-12/17		TELEPHONE SERVICES	
				054319	520-8000-8024-2310-0930-200	20.25
			9391055100-12/17		TELEPHONE SERVICES	
				054319	520-8000-8024-2310-0930-200	20.25
			9391055104-12/17		TELEPHONE SERVICES	
				054319	520-8000-8024-2310-0930-200	20.25
			9391055105-12/17		TELEPHONE SERVICES	
				054319	520-8000-8024-2310-0930-200	20.25
			9391055106-12/17		I.S.- TELEPHONE SERVICES	
				054319	606-6040-6044-2310-0000-000	113.19
			9391055107-12/17		TELEPHONE SERVICES	
				054319	520-8000-8024-2310-0930-200	20.25
			9391055124-12/17		TELEPHONE SERVICES	
				054319	520-8000-8024-2310-0930-200	20.25
			9391055140-12/17		TELEPHONE SERVICES	
				054319	520-8000-8024-2310-0930-200	20.25

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168340	1/18/2018	046028 AT & T	(Continued)			
			9391055143-12/17		TELEPHONE SERVICES	
				054319	520-8000-8024-2310-0930-200	20.25
			9391055169-12/17		TELEPHONE SERVICES	
				054319	520-8000-8024-2310-0930-200	91.64
			9391055177-12/17		TELEPHONE SERVICES	
				054319	520-8000-8009-2225-0548-000	105.62
			9391055180-12/17		TELEPHONE SERVICES	
				054319	520-8000-8024-2310-0930-200	16.15
			9391055262-12/17		I.S.- TELEPHONE SERVICES	
				054319	606-6040-6044-2310-0000-000	1,195.01
			9391055270-12/17		TELEPHONE SERVICES	
				054319	520-8000-8024-2310-0930-200	35.94
			9391055286-12/17		TELEPHONE SERVICES	
				054319	520-8000-8024-2310-0930-200	20.25
			9391055331-12/17		TELEPHONE SERVICES	
				054319	520-8000-8024-2310-0930-200	16.15
			9391055392-12/17		TELEPHONE SERVICES	
				054319	520-8000-8001-2310-0930-200	98.55
			9391057024-12/17		TELEPHONE SERVICES	
				054319	520-8000-8024-2310-0930-200	20.25
			9391057038-12/17		I.S.- TELEPHONE SERVICES	
				054319	606-6040-6044-2310-0000-000	328.46
			9391059094-12/17		TELEPHONE SERVICES	
				054319	520-8000-8009-2225-0548-000	1,207.32
					Total :	6,005.68
168341	1/18/2018	061219 BLACK, HAVEN	BOOT ALLOWANCE		ELEC- BOOT ALLOWANCE	
					520-8000-8004-1101-0926-000	231.36
					Total :	231.36
168342	1/18/2018	050450 CALIFORNIA BUILDING STANDARDS	BLDG STD FY Q2-18		QTRLY ADMIN FEES-SPECIAL FUND	
					762-2221-000	1,089.90
					Total :	1,089.90
168343	1/18/2018	061085 CR & R, INC	NOV 17		REFUSE COLLECTION SERVICES	
					523-6150-6163-2350-0000-000	217,634.26

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168343	1/18/2018	061085 CR & R, INC	(Continued)		523-6717-000 100-5307-000 100-6805-000 Total :	48,406.05 -95,079.01 -10,000.00 160,961.30
168344	1/18/2018	092722 D & B AUTOMOBILE REPAIR	03045	054328	AUTOMOBILE REPAIRS 608-6150-8700-2210-6071-000	49.50
			03047	054328	AUTO- SMOG INSPECTIONS 608-6150-8700-2210-6071-000	49.50
			03055	054328	AUTO- SMOG INSPECTIONS 608-6150-8700-2210-6071-000	49.50
			03056	054328	AUTO- SMOG INSPECTIONS 608-6150-8700-2210-6071-000	49.50
			03058	054328	AUTO- SMOG INSPECTIONS 608-6150-8700-2210-6071-000	49.50
				054328	608-6150-8700-2210-6071-000 Total :	49.50 247.50
168345	1/18/2018	059654 DELTA DENTAL INSURANCE COMPANY	BE002562631		DENTAL PREMIUMS 762-2030-000	2,328.56 Total : 2,328.56
168346	1/18/2018	093982 DENALI WATER SOLUTIONS LLC	0014356-IN	017169	WW- HAULING AND DISPOSAL SVC 522-8200-8200-2350-0000-000	78,786.83 Total : 78,786.83
168347	1/18/2018	000446 DEPT OF CONSERVATION	FY Q2-18		SMIP FEES COLLECTED 762-2220-000 762-2225-000	6,846.74 -342.34 Total : 6,504.40
168348	1/18/2018	002587 EDWARD BABCOCK & SONS INC	BA80135-0987	017937	WW- LABORATORY SAMPLING 522-8200-8200-2350-0000-000	71.00
			BA80136-0987	017937	WW- LABORATORY SAMPLING 522-8200-8200-2350-0000-000	71.00
			BA80138-0987	017937	WW- LABORATORY SAMPLING 522-8200-8200-2350-0000-000	71.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168348	1/18/2018	002587 EDWARD BABCOCK & SONS INC	(Continued) BL1059-0987		WW- LABORATORY SAMPLING 522-8200-8200-2350-0000-000	745.00
			BL71115-0987	017937	WW- LABORATORY SAMPLING 522-8200-8200-2350-0000-000	112.00
			BL71198-0987	017937	WW- LABORATORY SAMPLING 522-8200-8200-2350-0000-000	71.00
			BL71208-0987	017937	WW- LABORATORY SAMPLING 522-8200-8200-2350-0000-000	103.00
			BL71218-0987	017937	WW- LABORATORY SAMPLING 522-8200-8200-2350-0000-000	128.00
			BL71249-0987	017937	WW- LABORATORY SAMPLING 522-8200-8200-2350-0000-000	325.00
			BL71266-0987	017937	WW- LABORATORY SAMPLING 522-8200-8200-2350-0000-000	20.00
			BL71397-0987	017937	WW- LABORATORY SAMPLING 522-8200-8200-2350-0000-000	71.00
			BL71447-0987	017937	WW- LABORATORY SAMPLING 522-8200-8200-2350-0000-000	71.00
			BL71618-0987	017937	WW- LABORATORY SAMPLING 522-8200-8200-2350-0000-000	71.00
			BL71630-0987	017937	WW- LABORATORY SAMPLING 522-8200-8200-2350-0000-000	71.00
			BL71745-0987	017937	WW- LABORATORY SAMPLING 522-8200-8200-2350-0000-000	112.00
			BL71836-0987	017937	WW- LABORATORY SAMPLING 522-8200-8200-2350-0000-000	71.00
			BL71847-0987	017937	WW- LABORATORY SAMPLING 522-8200-8200-2350-0000-000	20.00
			BL71938-0987	017937	WW- LABORATORY SAMPLING 522-8200-8200-2350-0000-000	71.00
			BL71976-0987	017937	WW- LABORATORY SAMPLING 522-8200-8200-2350-0000-000	71.00
Total :						2,346.00
168349	1/18/2018	020307 EWING IRRIGATION	4592518		W- LANDSCAPE MATERIAL 521-8100-8110-3890-0000-000	2,467.85
				018259		

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168349	1/18/2018	020307 020307 EWING IRRIGATION	(Continued)		Total :	2,467.85
168350	1/18/2018	015957 FAIRVIEW FORD SALES, INC	457145		AUTOMOTIVE PARTS	
				054333	608-6150-8700-2210-6071-000	100.09
			457441		AUTOMOTIVE PARTS	
				054333	608-6150-8700-2210-6071-000	118.16
			457442		AUTO- CREDIT	
				054333	608-6150-8700-2210-6071-000	-100.09
			458865		DEV SVCS- AUTOMOTIVE PARTS	
				054333	100-6300-6301-2210-0000-000	69.25
					Total :	187.41
168351	1/18/2018	093728 FIRE APPARATUS SOLUTIONS	12043		FIRE- VEHICLE MAINTENANCE	
				017888	100-6090-6091-2210-0000-000	91.15
					Total :	91.15
168352	1/18/2018	092134 FOX OCCUPATIONAL MEDICAL CENTE	5823-88802		FIRE- FLU VACCINE/ T.B. TESTS	
				054336	100-6090-6091-2350-0000-000	505.00
			5823-89780		FIRE- ELECTROCARDIOGRAM	
				054336	100-6090-6091-2350-0000-000	35.00
					Total :	540.00
168353	1/18/2018	092108 G & G ENVIRONMENTAL	COC-1217		WW- PRETREATMENT PROGRAM SERVICES	
				017247	522-8200-8200-2350-0000-000	11,142.70
					Total :	11,142.70
168354	1/18/2018	000230 GAS COMPANY	009-021-7100-8-01/18		BM- GAS SERVICES	
				054338	605-6150-6211-2320-0000-000	127.38
			050-921-8700-3-01/18		BM- GAS SERVICES	
				054338	605-6150-6211-2320-0000-000	138.43
			101-521-4300-3-0118		BM- GAS SERVICES	
				054338	605-6150-6211-2320-0000-000	22.77
			187-421-0400-5-01/18		BM- GAS SERVICES	
				054338	605-6150-6211-2320-0000-000	44.43
					Total :	333.01
168355	1/18/2018	000157 GENUINE AUTO PARTS	199564		PD - AUTOMOTIVE PARTS	
				054339	608-6150-8700-2210-6071-000	5.17

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168355	1/18/2018	000157 GENUINE AUTO PARTS	(Continued) 201584		BM - AUTOMOTIVE PARTS	
			202079	054339	608-6150-8700-2210-6200-000	100.11
			202097	054339	PD - AUTOMOTIVE PARTS	
			202221	054339	608-6150-8700-2210-6071-000	104.80
			202229	054339	PD - AUTOMOTIVE PARTS	
			202252	054339	608-6150-8700-2210-6071-000	15.94
			202557	054339	PD - AUTOMOTIVE PARTS	
			202654	054339	608-6150-8700-2210-6071-000	7.56
				054339	PD - AUTOMOTIVE PARTS	
				054339	608-6150-8700-2210-6071-000	1.26
				054339	CREDIT - AUTOMOTIVE PARTS	
				054339	100-6090-6091-2210-0000-000	-21.89
				054339	PD - AUTOMOTIVE PARTS	
				054339	608-6150-8700-2210-6071-000	31.00
				054339	FIRE - AUTOMOTIVE PARTS	
				054339	100-6090-6091-2210-0000-000	37.90
					Total :	281.85
168356	1/18/2018	093069 GLOBALSTAR USA	1.8967799		FIRE- SATTELITE PHONE SERVICE	
				017775	100-6090-6094-2310-0000-000	663.16
					Total :	663.16
168357	1/18/2018	000160 GRAYBAR ELECTRIC CO	9301285135		BM- ELECTRIC PARTS	
			9301517134	054341	605-6150-6211-2250-8700-000	8.34
				054341	BM- ELECTRIC PARTS	
				054341	605-6150-6211-2250-6205-000	223.01
					Total :	231.35
168358	1/18/2018	025906 HOME DEPOT	2032313		BM- HARDWARE SUPPLIES	
			5015632	054347	605-6150-6211-2250-6212-000	125.12
			8053956	054347	BM- HARDWARE SUPPLIES	
			8053957	054345	605-6150-6211-2250-6211-000	54.93
				054345	BM- HARDWARE SUPPLIES	
				054345	605-6150-6211-2250-6091-000	148.57
				054345	BM- HARDWARE SUPPLIES	
				054345	605-6150-6211-2301-0000-000	13.73

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168358	1/18/2018	025906 HOME DEPOT	(Continued) 8054482		BM- HARDWARE SUPPLIES 605-6150-6211-2301-0000-000	456.83
			8054483	054345	BM- HARDWARE SUPPLIES 605-6150-6211-2250-6205-000	29.03
			9015308	054345	BM- HARDWARE SUPPLIES 605-6150-6211-2250-6071-000	43.42
			9022488	054345	BM- HARDWARE SUPPLIES 605-6150-6211-2250-6211-000	75.54
					Total :	947.17
168359	1/18/2018	000164 HUB CONST SPECIALTIES, INC	C10014972	054350	W- MAINTENANCE MATERIALS 521-8100-8101-2301-0000-000	375.36
					Total :	375.36
168360	1/18/2018	094186 INNOVATIVE SIGNS AND DESIGNS	1131	018254	FIRE- VEHICLE DECALS 100-6090-6091-2301-0000-000	815.50
					Total :	815.50
168361	1/18/2018	044753 JUAREZ, SAMUEL	OPT REIM 17/19		ELEC- OPTICAL REIMBURSEMENT 520-8000-8003-1101-0926-000	450.00
					Total :	450.00
168362	1/18/2018	092166 K H METALS AND SUPPLY	0418159-IN	054355	WW- HARDWARE SUPPLIES 522-8200-8200-2256-0000-000	32.75
					Total :	32.75
168363	1/18/2018	045375 LEDESMA, TOMAS	RECERT 18		W- REIMBURSE RECERT FEE 521-8100-8101-1161-0000-000	140.00
					Total :	140.00
168364	1/18/2018	041927 LOU'S TIRE SERVICE	84630	054358	AUTOMOTIVE TIRES 608-6150-8700-2210-8000-000	29.78
					Total :	29.78
168365	1/18/2018	093887 LUTHER'S TRUCK & EQUIPMENT	40601	017747	ELEC- REPAIRS & PARTS 520-8000-8004-2210-0933-000	209.18

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168365	1/18/2018	093887	093887 LUTHER'S TRUCK & EQUIPMENT	(Continued)	Total :	209.18
168366	1/18/2018	061220	MARQUIS CONSTRUCTION, INC	REFUND	REFUND OVERPAYMENT OF ELECTRIC LIEN	
					520-8000-8004-1050-0580-000	6,632.64
					Total :	6,632.64
168367	1/18/2018	093033	MAYON, LLC	01/09-01/18/18	FIN- PROF. ACCOUNTING SERVICES	
					100-6040-6041-2350-0000-000	2,150.00
					Total :	2,150.00
168368	1/18/2018	041081	MISSION LINEN SUPPLY & UNIFORM	506328878	CC - MAT RENTAL SERVICE	
				054359	605-6150-6211-2250-6211-000	32.59
			506340218		AUTO - UNIFORM & LINEN SERVICE	
				054359	608-6150-8700-2301-0000-000	29.61
				054359	608-6150-8700-1170-0000-000	17.87
			506340219		BM - UNIFORM & LINEN SERVICE	
				054359	605-6150-6211-1170-0000-000	108.93
			506378105		CC - MAT RENTAL SERVICE	
				054359	605-6150-6211-2250-6211-000	32.59
			506387337		AUTO - UNIFORM & LINEN SERVICE	
				054359	608-6150-8700-2301-0000-000	29.61
				054359	608-6150-8700-1170-0000-000	17.87
			506387338		BM - UNIFORM & LINEN SERVICE	
				054359	605-6150-6211-1170-0000-000	33.53
			506422639		CC - MAT RENTAL SERVICE	
				054359	605-6150-6211-2250-6211-000	32.59
			506433295		AUTO - UNIFORM RENTAL SERVICES	
				054359	608-6150-8700-2301-0000-000	28.34
				054359	608-6150-8700-1170-0000-000	18.66
			506433296		BM - UNIFORM RENTAL SERVICES	
				054359	605-6150-6211-1170-0000-000	33.53
					Total :	415.72
168369	1/18/2018	059177	NEW YORK LIFE	JAN 2018	PREMIUMS PROCESSED	
					762-2205-000	576.46
					Total :	576.46

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168370	1/18/2018	045033 OFFICE DEPOT	987362273001		FIRE - OFFICE SUPPLIES	
				054363	100-6090-6091-2300-0000-000	33.93
			988585860001		FIRE - OFFICE SUPPLIES - CREDIT	
				054363	100-6090-6091-2300-0000-000	-33.93
			991103327001		FIRE - OFFICE SUPPLIES	
				054363	100-6090-6091-2300-0000-000	528.69
			991103513001		FIRE - OFFICE SUPPLIES	
				054363	100-6090-6092-2300-0000-000	17.22
					Total :	545.91
168371	1/18/2018	092540 PRAXAIR DISTRIBUTION	80453255		ELEC- VARIOUS GASES	
				017658	520-8000-8009-2225-0548-000	126.45
					Total :	126.45
168372	1/18/2018	093060 PROTECTION ONE ALARM MONITORIN	119810124		BM- ALARM SERVICE CHARGE	
				017570	605-6150-6211-2250-8200-000	49.54
				017570	605-6150-6211-2250-6211-000	49.54
				017570	605-6150-6211-2250-8101-000	49.55
			120348195		BM- ALARM SERVICE CHARGE	
				017570	605-6150-6211-2250-8200-000	49.54
				017570	605-6150-6211-2250-6211-000	49.54
				017570	605-6150-6211-2250-8101-000	49.55
					Total :	297.26
168373	1/18/2018	014930 ROBERTSON'S	135571		WW- CONCRETE MATERIAL	
				054370	522-8200-8200-2257-0000-000	1,185.25
					Total :	1,185.25
168374	1/18/2018	047469 SBSD TRAINING CENTER	02/19-02/21/18		PD- TUITION (GANG AWARENESS)	
					100-6070-6071-1160-0000-000	450.00
					Total :	450.00
168375	1/18/2018	094045 SITEONE LANDSCAPE SUPPLY, LLC	83738342		ST- LANDSCAPING SUPPLIES	
				017873	100-6150-6205-2301-0000-000	1,156.46
			83738363		ST- LANDSCAPING SUPPLIES	
				017873	100-6150-6205-2301-0000-000	116.67
			83738375		ST- LANDSCAPING SUPPLIES	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168375	1/18/2018	094045 SITEONE LANDSCAPE SUPPLY, LLC	(Continued)			
			83753700	017873	100-6150-6205-2301-0000-000 ST- CREDIT	10.85
			83767506	017873	100-6150-6205-2301-0000-000 ST- LANDSCAPING SUPPLIES	-1,156.46
			83832027	017873	100-6150-6205-2301-0000-000 ST- LANDSCAPING SUPPLIES	190.65
			83884874	017873	100-6150-6205-2301-0000-000 ST- LANDSCAPING SUPPLIES	12.67
			83884945	017873	100-6150-6205-2301-0000-000 ST- LANDSCAPING SUPPLIES	84.69
			83886965	017873	100-6150-6205-2301-0000-000 ST- CREDIT	99.47
				017873	100-6150-6205-2301-0000-000	-1.70
					Total :	513.30
168376	1/18/2018	092670 SO CAL LOCKSMITH	38997		W- LOCKSMITH PARTS AND SVCS	
			38998	054374	521-8100-8110-2301-0000-000 W- LOCK PARTS AND SVCS	29.75
				054374	521-8100-8110-2301-0000-000	1.51
					Total :	31.26
168377	1/18/2018	000228 SOUTHERN CALIFORNIA EDISON	2-01-195-9400-01/18		ELEC- ELECTRIC SERVICE	
				017925	520-8000-8001-2320-0930-200	179.12
					Total :	179.12
168378	1/18/2018	003758 SOUTHERN CALIFORNIA EDISON	2-20-147-0325-01/18		ELEC- ELECTRIC SERVICE	
					520-8000-8006-2330-0555-700	6,795.49
			2-20-444-9151-01/18		ELEC- ELECTRIC SERVICE	
					520-8000-8006-2330-0555-700	297.12
			2-25-757-6884-01/18		ELEC- ELECTRIC SERVICE	
					520-8000-8006-2330-0555-700	159.22
					Total :	7,251.83
168379	1/18/2018	000234 SQUIRES LUMBER COMPANY	316041		WW - MAINTENANCE MATERIAL	
			316042	054378	522-8200-8200-2255-0000-000 WW - MAINTENANCE MATERIAL	123.99

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168379	1/18/2018	000234 SQUIRES LUMBER COMPANY	(Continued)			
			316043	054378	522-8200-8200-2255-0000-000 WW - MAINTENANCE MATERIAL	6.40
			316068	054378	522-8200-8200-2255-0000-000 BM - MAINTENANCE MATERIAL	1.07
			316085	054378	605-6150-6211-2250-6212-000 BM - MAINTENANCE MATERIAL	5.37
			316091	054378	605-6150-6211-2250-6211-000 W - MAINTENANCE MATERIAL	50.05
			316098	054378	521-8100-8101-2411-0000-000 W - MAINTENANCE MATERIAL	5.92
			316102	054378	521-8100-8101-2301-0000-000 FIRE- MAINTENANCE MATERIAL	6.44
			316108	054378	100-6090-6091-2250-0000-000 WW - MAINTENANCE MATERIAL	2.79
			316122	054378	522-8200-8200-2255-0000-000 FIRE - MAINTENANCE MATERIAL	160.40
			316135	054378	100-6090-6091-2250-0000-000 FIRE - MAINTENANCE MATERIAL	14.00
			316139	054378	100-6090-6091-2250-0000-000 WW - MAINTENANCE MATERIAL	4.30
			316162	054378	522-8200-8200-2255-0000-000 W - MAINTENANCE MATERIAL	99.04
			316164	054378	521-8100-8101-2301-0000-000 FIRE - MAINTENANCE MATERIAL	53.86
			316214	054378	100-6090-6091-2250-0000-000 ELEC- MAINTENANCE MATERIAL	30.87
			316234	054378	520-8000-8004-2301-0921-000 WW - MAINTENANCE MATERIAL	36.62
			316254	054378	522-8200-8200-2256-0000-000 WW - MAINTENANCE MATERIAL	4.30
			K16151	054378	522-8200-8200-2301-0000-000 BM - MAINTENANCE MATERIAL	14.00
			K16152	054378	605-6150-6211-2250-6211-000 WW - MAINTENANCE MATERIAL	5.38
			K16154	054378	522-8200-8200-2255-0000-000 BM - MAINTENANCE MATERIAL	19.62

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168379	1/18/2018	000234 SQUIRES LUMBER COMPANY	(Continued)			
			K16168	054378	605-6150-6211-2250-6212-000 FIRE - MAINTENANCE MATERIAL	3.43
			K16268	054378	100-6090-6091-2250-0000-000 WW - MAINTENANCE MATERIAL	14.08
			K17985	054378	522-8200-8200-2256-0000-000 FIRE - CREDIT	9.70
				054378	100-6090-6091-2250-0000-000	-14.00
Total :						657.63
168380	1/18/2018	000234 SQUIRES LUMBER COMPANY	316012		ST- MAINTENANCE MATERIAL	
			316096	018075	210-6150-6160-2301-0000-000 ST- MAINTENANCE MATERIAL	8.61
			316103	018075	210-6150-6160-2301-0000-000 ST- MAINTENANCE MATERIAL	12.92
			316161	018075	210-6150-6160-2301-0000-000 PARKS- MAINTENANCE SUPPLIES	2.58
			316271	018076	100-6150-6205-2301-0000-000 PARKS- MAINTENANCE MATERIAL	17.77
			K16260	018076	100-6150-6205-2301-0000-000 ST- MAINTENANCE MATERIAL	3.43
			K165159	018075	210-6150-6160-2301-0000-000 ST- MAINTENANCE MATERIAL	83.98
			K17987	018075	210-6150-6160-2301-0000-000 PARKS- MAINTENANCE MATERIAL	57.60
				018076	100-6150-6205-2301-0000-000	24.77
Total :						211.66
168381	1/18/2018	093840 STARFISH ENGINEERING ASSOC LLC	9095		ELEC- GAS TURBINE REPLACEMENT PARTS	
				017649	520-8000-8009-2225-0548-000	8,500.00
Total :						8,500.00
168382	1/18/2018	045262 TAMAYO, VINCENT	OPT REIMB 17/19		ELEC- OPTICAL REIMBURSEMENT	
					520-8000-8003-1101-0926-000	900.00
Total :						900.00
168383	1/18/2018	093146 TIME WARNER CABLE	0495412010118		PD- CABLE SERVICE	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168383	1/18/2018	093146 TIME WARNER CABLE	(Continued)	017626	606-6040-6044-2310-0000-000	618.03
Total :						618.03
168384	1/18/2018	014681 UNDERGROUND SERVICE ALERT	1220170160	017749	ELEC- UNDERGROUND SERVICE ALERT	55.59
						55.57
						55.59
Total :						166.75
168385	1/18/2018	060228 VAZQUEZ, CESAR	BOOT ALLOWANCE		ELEC- BOOT ALLOWANCE	275.00
						275.00
Total :						275.00
168386	1/18/2018	093999 VERIZON BUSINESS SOLUTIONS	70657454	017910	PD- T-1 DEDICATED LINE	1,038.66
						1,038.66
Total :						1,038.66
168387	1/18/2018	093406 VERIZON WIRELESS	9798334824	054385	PD- CELLULAR SERVICES	1,483.22
						1,483.22
Total :						1,483.22
168388	1/18/2018	003646 WILLDAN FINANCIAL SERVICES	010-36775	017567	FIN- CONSULTING SERVICES	1,545.00
						1,545.00
Total :						1,545.00
168389	1/18/2018	092891 ZOLL MEDICAL CORPORATION	2612749	017729	FIRE- MEDICAL SUPPLIES	504.47
						504.47
Total :						504.47
52 Vouchers for bank code : boa						Bank total : 314,522.08
52 Vouchers in this report						Total vouchers : 314,522.08

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



Aurelio De La Torre
City Treasurer

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168390	1/18/2018	061221 OLIVARES, LUIS	PP 12/30/17-01/12/18		PP 12/30/17-01/12/18 762-1213-001	322.93 Total : 322.93
168391	1/25/2018	092815 ACTION DOOR CONTROLS INC.	10523	018351	BM- REPAIRS TO DOOR 605-6150-6211-2250-6212-000	145.00 Total : 145.00
168392	1/25/2018	092426 AFL TELECOMMUNICATIONS	2000740862	017368	ELEC- ARO WOOD REELS 520-8000-8003-3890-0107-000 520-8000-8003-3890-0107-000	17,336.80 1,343.59 Total : 18,680.39
168393	1/25/2018	093774 AMERICAN NATIONAL RED CROSS &	22069876	018350	COMM SVCS- FIRST AID TRAINING 100-6200-6250-2350-0000-000	220.50 Total : 220.50
168394	1/25/2018	094142 AMERICAN SOCCER CO. INC.	6495761	017743	COMM SVCS- T-SHIRTS 100-6200-6204-2301-0000-000 100-6200-6204-2301-0000-000	21.74 0.77 Total : 22.51
168395	1/25/2018	044956 ANGELICA HEALTHCARE SERVICES	1400598978 1400599663 1400600301 1400600977	017732 017732 017732 017732	FIRE- LAUNDRY SUPPLIES 100-6090-6091-2301-0000-000 FIRE- LAUNDRY SUPPLIES 100-6090-6091-2301-0000-000 FIRE- LAUNDRY SUPPLIES 100-6090-6091-2301-0000-000 FIRE- LAUNDRY SUPPLIES 100-6090-6091-2301-0000-000	70.15 70.15 69.44 69.44 Total : 279.18
168396	1/25/2018	001139 ANIMAL EMERGENCY CLINIC	DEC 17	018080	PD- VERERINARIAN SERVICES 100-6070-6071-2350-0000-000	335.00 Total : 335.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168397	1/25/2018	093989 ANIXTER POWER SOLUTIONS INC.	3695248-00		ELEC- HARDWARE SUPPLIES	
				018071	520-1500-154	6,765.75
					520-1500-154	524.35
			3695248-01		ELEC INV- HARDWARE SUPPLIES	
				018071	520-1500-154	70.50
					520-1500-154	5.48
			3695256-01		ELEC INV- HARDWARE SUPPLIES	
				018071	520-1500-154	302.40
					520-1500-154	23.44
			3695256-02		ELEC INV- HARDWARE SUPPLIES	
				018071	520-1500-154	591.40
					520-1500-154	45.83
			3695256-03		ELEC INV- HARDWARE SUPPLIES	
				018071	520-1500-154	360.00
					520-1500-154	27.90
			3695256-04		ELEC INV- HARDWARE SUPPLIES	
				018071	520-1500-154	157.60
					520-1500-154	12.21
			3720373-00		ELEC INV- WOOD POLES	
				018178	520-1500-154	20,777.00
					520-1500-154	1,610.24
			3752272-03		ELEC- TRANSFORMER STICKERS	
				018279	520-8000-8002-2301-0921-000	512.00
					520-8000-8002-2301-0921-000	39.68
			3757440-00		ELEC- CREDIT ON RETURN	
					520-8000-8004-2301-0921-000	-7,020.43
			3768948-00		ELEC- WIRE	
				018329	520-1500-154	222.00
					520-1500-154	17.21
			3768948-01		ELEC- HARDWARE SUPPLIES	
				018329	520-1500-154	4,846.80
					520-1500-154	375.63
Total :						30,266.99
168398	1/25/2018	038156 AON RISK SERVICES	8200000231783		RISK- POLICY RENEWAL	
					607-6040-8601-2440-0000-000	232.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168398	1/25/2018	038156 038156 AON RISK SERVICES	(Continued)		Total :	232.00
168399	1/25/2018	cbc2273 ARCE, ERICK	00560645		CLOSING BILL CREDITS 520-2450-232	22.28
					Total :	22.28
168400	1/25/2018	046028 AT & T	9391054752-12/17		COMM SVC - TELEPHONE SERVICES	
				054319	100-6200-6250-2310-0000-000	98.94
			9391054773-01/18		COMM SVCS - TELEPHONE SERVICES	
				054319	100-6200-6250-2310-0000-000	17.99
			9391054777-01/18		CC - TELEPHONE SERVICES	
				054319	206-7200-7202-2310-0000-000	11.07
				054319	206-7200-7203-2310-0000-000	11.08
			9391054778-01/18		W-TELEPHONE SERVICES	
				054319	521-8100-8101-2310-0000-000	37.19
			9391054785-01/18		COMM SVC - TELEPHONE SERVICES	
				054319	100-6200-6250-2310-0000-000	20.25
			9391054786-01/17		CC - TELEPHONE SERVICES	
				054319	206-7200-7202-2310-0000-000	83.09
			9391054787-12/17		PD - TELEPHONE SERVICES	
				054319	100-6070-6071-2310-0000-000	504.30
			9391054800-01/18		CC - TELEPHONE SERVICES	
				054319	206-7200-7202-2310-0000-000	18.69
			9391054978-11/17		BM- TELEPHONE SERVICES	
				054319	605-6150-6211-2320-0000-000	16.28
			9391054979-12/17		CC - TELEPHONE SERVICES	
				054319	206-7200-7202-2310-0000-000	20.25
			9391055005-12/17		PD - TELEPHONE SERVICES	
				054319	100-6070-6071-2310-0000-000	29.87
			9391055022-12/17		COMM SVCS- TELEPHONE SERVICES	
				054319	100-6200-6250-2310-0000-000	19.63
			9391055028-12/17		PD - TELEPHONE SERVICES	
				054319	100-6070-6071-2310-0000-000	18.60
			9391055033- 12/17		HR- TELEPHONE SERVICE	
				054319	100-6030-6030-2310-0000-000	38.89
			9391055038-12/17		CC - TELEPHONE SERVICES	
				054319	206-7200-7202-2310-0000-000	10.12

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168400	1/25/2018	046028 AT & T	(Continued)			
			9391055165-12/17	054319	206-7200-7203-2310-0000-000 CC - TELEPHONE SERVICES	10.13
			9391055175-12/17	054319	206-7200-7202-2310-0000-000 COMM SVCS- TELEPHONE SERVICES	202.13
			9391055269-01/18	054319	100-6200-6250-2310-0000-000 CC - TELEPHONE SERVICES	40.60
				054319	206-7200-7202-2310-0000-000	10.14
				054319	206-7200-7203-2310-0000-000	10.15
					Total :	1,229.39
168401	1/25/2018	094155 AT&T	157516615- 12/17		C. CARE- INTERNET SERVICE	
				017737	206-7200-7202-2310-0000-000	129.86
				017737	206-7200-7203-2310-0000-000	129.86
			157681418- 12/17		COMM SVCS- INTERNET SERVICE	
					100-6200-6250-2310-0000-000	99.86
					Total :	359.58
168402	1/25/2018	094159 ATHLANTA VILLAGRANA	JAN 18		COMM SVC- CONTRACT INSTRUCTOR	
				017848	100-6200-6202-2350-0000-000	756.00
					Total :	756.00
168403	1/25/2018	093397 AUTOMATIC TRANSMISSION SERVICE	37846		AUTO- TRANSMISSION REPAIRS	
				054321	608-6150-8700-2210-6071-000	913.61
					Total :	913.61
168404	1/25/2018	cbc2260 BAPTISTA, ROBERT	00860440		CLOSING BILL CREDITS	
					520-2450-232	162.25
					Total :	162.25
168405	1/25/2018	093980 BERDOO AUTO BODY	390887		PD- REPAIRS TO POLICE UNIT	
				018265	100-6070-6071-2240-0000-000	2,453.69
					100-6070-6071-2240-0000-000	116.66
					Total :	2,570.35
168406	1/25/2018	000175 BERNELL HYDRAULICS, INC	0317042-IN		AUTOMOTIVE PARTS	
				017808	608-6150-8700-2210-8000-000	42.18

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168406	1/25/2018	000175 BERNELL HYDRAULICS, INC	(Continued) 0318611-IN	017808	AUTOMOTIVE PARTS 608-6150-8700-2210-8000-000	122.77
					Total :	164.95
168407	1/25/2018	cbc2272 BOECKING, BRENDA	00290475		CLOSING BILL CREDITS 520-2450-232	38.96
					Total :	38.96
168408	1/25/2018	093948 BRAUN BLAISING MCLAUGHLIN &	17036	017862	ELEC- LEGAL SERVICES 520-8000-8001-2350-0923-000	394.50
					Total :	394.50
168409	1/25/2018	059362 BUSCH, SUZANNE	11/09/17		LIB- MILEAGE REIMBURSEMENT 211-6200-7101-2280-0000-000	18.40
					Total :	18.40
168410	1/25/2018	cbc#8501 BUSH, KEVIN	00510380		CLOSING BILL CREDITS 520-2450-232	94.14
					Total :	94.14
168411	1/25/2018	045516 C & A UPHOLSTERING	12/27/17		FIRE- UPHOLSTERING SERVICE 100-6090-6091-2210-0000-000	50.00
					Total :	50.00
168412	1/25/2018	045069 CALIFORNIA PARKS & REC SOCIETY	124909- 17/18		COMM SVCS- MEMBERSHIP RENEWAL 100-6200-6202-2270-0000-000	145.00
					Total :	145.00
168413	1/25/2018	045542 CARL WARREN & COMPANY	1831821		RISK- SUBROGATION RECOVERY FEE 607-6040-8601-2350-0000-000	598.91
			1831824		RISK- SUBROGATION RECOVERY FEE 607-6040-8601-2350-0000-000	887.06
					Total :	1,485.97
168414	1/25/2018	cbc2255 CASCADE DRILLING	02010046		CLOSING BILL CREDITS 520-2450-232	736.50

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168414	1/25/2018	cbc2255 cbc2255 CASCADE DRILLING	(Continued)			
					Total :	736.50
168415	1/25/2018	003817 CENTERPOINTE CAR WASH	NOV 18		CAR WASHES (VARIOUS DEPT'S)	
				054324	100-6150-6151-2210-0000-000	17.49
				054324	520-8000-8005-2210-0933-000	14.99
				054324	606-6040-6044-2210-0000-000	14.99
				054324	100-6090-6091-2210-0000-000	18.49
				054324	608-6150-8700-2210-8101-000	18.49
				054324	100-6200-6200-2210-0000-000	68.98
				054324	100-6070-6071-2210-0000-000	967.38
			OCT 17		CAR WASH SERVICES	
				054324	520-8000-8003-2210-0933-000	18.49
				054324	100-6090-6091-2210-0000-000	14.99
				054324	100-6150-6151-2210-0000-000	34.98
				054324	521-8100-8101-2210-0000-000	78.49
				054324	100-6200-6200-2210-0000-000	65.96
				054324	608-6150-8700-2210-8101-000	106.99
				054324	100-6070-6071-2210-0000-000	872.96
					Total :	2,313.67
168416	1/25/2018	093761 CERTIFIED LABORATORIES DIVISIO	2942536		WW- MECHANICAL SUPPLIES	
				018025	522-8200-8200-2255-0000-000	765.04
					Total :	765.04
168417	1/25/2018	cbc2259 CERVANTES, ESPERANZA	00780550		CLOSING BILL CREDITS	
					520-2450-232	135.19
					Total :	135.19
168418	1/25/2018	094129 CHEVROLET OF WATSONVILLE	W5375		ELEC- ELECTRIC VEHICLE	
				018218	214-6150-6151-4910-0000-000	36,097.20
					214-6150-6151-4910-0000-000	2,796.85
					Total :	38,894.05
168419	1/25/2018	033508 CITY OF SAN BERNARDINO	121-93224-01/18		W- HYDRANT METER CHARGE	
					521-8100-8101-2331-0000-000	795.40
					Total :	795.40
168420	1/25/2018	cbc2271 CLAY, DEVINE	00791720		CLOSING BILL CREDITS	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168420	1/25/2018	cbc2271 CLAY, DEVINE	(Continued)		520-2450-232	91.38
					Total :	91.38
168421	1/25/2018	000128 CLINICAL LAB OF S B INC	960267	018099	W- LABORATORY SAMPLING 521-8100-8101-2350-0000-000	1,684.00
					Total :	1,684.00
168422	1/25/2018	094148 CMY SOLUTIONS, LLC	#4	017612 017612	ELEC- ENGINEERING SERVICES 520-8000-8003-2350-0923-000 520-8000-8002-2350-0923-000	1,000.00 500.00
					Total :	1,500.00
168423	1/25/2018	044828 COLTON FIREFIGHTERS ASSOC	IN002650/2017		FIRE- SHIFT CALENDARS 100-6090-6091-2301-0000-000	99.56
					Total :	99.56
168424	1/25/2018	094144 COMMERICAL AQUATIC SERVICES	118-0010 118-0035	017798 017798	COMM SVCS-CHLORINE 100-6200-6203-2250-0000-000 COMM SVC- CHLORINE 100-6200-6203-2250-0000-000	511.38 231.12
					Total :	742.50
168425	1/25/2018	000139 CULLIGAN WATER CONDITION	615222	017954	WW- SOFTENER SUPPLIES 522-8200-8200-2301-0000-000	46.40
					Total :	46.40
168426	1/25/2018	003952 DAILY JOURNAL CORP	B3080936 B3080937 B3080939 B3080944		C. CLERK- LEGAL PUBLICATION 100-6010-6010-2340-0000-000 C. CLERK- LEGAL PUBLICATION 100-6010-6010-2340-0000-000 C. CLERK- LEGAL PUBLICATION 100-6010-6010-2340-0000-000 C. CLERK- LEGAL PUBLICATION 100-6010-6010-2340-0000-000	158.40 151.80 123.20 105.60
					Total :	539.00
168427	1/25/2018	002720 DANIELS TIRE SERVICE	230108281		INV- TIRES	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
168427	1/25/2018	002720 DANIELS TIRE SERVICE	(Continued)			
				018321	100-1510-000	1,366.58
					100-1510-000	123.41
					Total :	1,489.99
168428	1/25/2018	061222 DIAMOND CONSTRUCTION	DEPOSIT REFUND		DEV SVCS- REFUNDABLE DEPOSIT	
					762-2360-000	250.00
					Total :	250.00
168429	1/25/2018	058874 DIVISION OF THE STATE, ARCHITECT	FY Q2-18		DISABILITY ACCESS & EDUCATION FEE	
					762-2223-000	459.00
					762-2224-000	-321.00
					Total :	138.00
168430	1/25/2018	093773 DM CONTRACTING, INC.	4565		PW- "C" STREET IMPROVEMENT	
				018127	215-1606-6920-3890-0000-000	176,046.00
					215-2460-000	-8,802.30
					Total :	167,243.70
168431	1/25/2018	094092 DONALDSON, ZACHARIAH	#1-T-BASKETBALL-2018		COMM SVCS- BASKETBALL OFFICIAL	
					100-6200-6204-2350-0000-000	125.00
					Total :	125.00
168432	1/25/2018	cbc2267 DOW, MARCIA	00741685		CLOSING BILL CREDITS	
					520-2450-232	457.40
					Total :	457.40
168433	1/25/2018	094082 DUTHOY, ROD	#1-T-BASKETBALL-2018		COMM SVCS- BASKETBALL OFFICIAL	
					100-6200-6204-2350-0000-000	100.00
					Total :	100.00
168434	1/25/2018	cbc2274 EASLEY, BREE	00882740		CLOSING BILL CREDITS	
					520-2450-232	95.87
					Total :	95.87
168435	1/25/2018	033495 ELECTRONICS WAREHOUSE	T-166372		ELEC- REPAIR PARTS	
				017686	520-8000-8009-2225-0548-000	18.40

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168435	1/25/2018	033495 033495 ELECTRONICS WAREHOUSE	(Continued)		Total :	18.40
168436	1/25/2018	093628 ENERGY MANAGEMENT LLC	20	016804	ELEC- CONSULTING SERVICES 520-8000-8001-2350-0923-000	570.00
					Total :	570.00
168437	1/25/2018	094073 ENVIRO-MASTER	SB846508	017941	COMM SVCS- RESTROOM MAINTENANCE 100-6200-6217-2350-0000-000	95.00
			SB847016	017941	COMM SVCS- RESTROOM MAINTENANCE 100-6200-6217-2350-0000-000	95.00
					Total :	190.00
168438	1/25/2018	003851 EQUIFAX	4646944	017839	C/S- CREDIT INFORMATION SERVICES 100-6040-6042-2350-0000-000	512.93
					Total :	512.93
168439	1/25/2018	cbc2268 ESPINOZA, LOUDRES	00850266		CLOSING BILL CREDITS 520-2450-232	136.16
					Total :	136.16
168440	1/25/2018	015957 FAIRVIEW FORD SALES, INC	465360	054333	AUTOMOTIVE PARTS 100-6090-6091-2210-0000-000	92.66
					Total :	92.66
168441	1/25/2018	cbc#7715 FATTAL, ERAN	00410770		CLOSING BILL CREDITS 520-2450-232	172.29
			00410775		CLOSING BILL CREDITS 521-2450-000	155.41
					Total :	327.70
168442	1/25/2018	013964 FEDERAL EXPRESS CORPORATION	6-053-88050		W- MAILING SERVICE 521-8300-8300-2300-0000-000	59.68
					Total :	59.68
168443	1/25/2018	093728 FIRE APPARATUS SOLUTIONS	11502	017888	FIRE- VEHICLE MAINTENANCE SVC 100-6090-6091-2210-0000-000	8,978.75
			11675	017888	FIRE- VEHICLE MAINTENANCE SVCS 100-6090-6091-2210-0000-000	778.30

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168443	1/25/2018	093728 FIRE APPARATUS SOLUTIONS	(Continued) 12043			
				017888	FIRE- VEHICLE MAINTENANCE SVCS 100-6090-6091-2210-0000-000	91.15
					Total :	9,848.20
168444	1/25/2018	093928 FLYERS ENERGY, LLC	18-623007			
				054335	INV- FUEL, DIESEL, AND LUBRICANTS 100-1530-000	14,326.00
					Total :	14,326.00
168445	1/25/2018	094205 FUELTEC INC.	1296			
				018367	PURCH- DIESEL FILTRATION 100-6040-6043-2301-0000-000	999.50
					Total :	999.50
168446	1/25/2018	cbc2033 GARCIA FERNANDEZ, PRISCILIANO	019740065			
					CLOSING BILL CREDIT 520-2450-232	186.61
					Total :	186.61
168447	1/25/2018	000230 GAS COMPANY	034-221-7500-4-01/18			
				054338	BM- GAS SERVICES 605-6150-6211-2320-0000-000	256.55
			036-321-7500-0-01/18			
				054338	BM- GAS SERVICES 605-6150-6211-2320-0000-000	92.05
			078-321-4900-4-01/18			
				054338	BM- GAS SERVICES 605-6150-6211-2320-0000-000	57.47
			082-521-4900-3-01/18			
				054338	BM- GAS SERVICES 605-6150-6211-2320-0000-000	164.59
					Total :	570.66
168448	1/25/2018	cbc2263 GASTELLON, THELMA	00241132			
					CLOSING BILL CREDITS 520-2450-232	458.35
					Total :	458.35
168449	1/25/2018	000157 GENUINE AUTO PARTS	203992			
				054339	COM SVC - AUTOMOTIVE PARTS 100-6200-6200-2210-0000-000	20.97
			204359			
				054339	COM SVC - AUTOMOTIVE PARTS 100-6200-6200-2210-0000-000	20.97
					Total :	41.94
168450	1/25/2018	060153 GIL, SERGIO	02008801-16/17			
					SOLAR CREDIT REFUND	

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168450	1/25/2018	060153 GIL, SERGIO	(Continued)		520-2450-232	95.90
					Total :	95.90
168451	1/25/2018	092564 GORM INC.	255217	018322	INV- JANITORIAL SUPPLIES 100-1500-000 100-1500-000	1,462.34 113.33
					Total :	1,575.67
168452	1/25/2018	000159 GRAINGER, INC	9654807271	017770	ELEC- INDUSTRIAL SUPPLIES 520-8000-8009-2225-0548-000	87.13
			9654807289	017770	ELEC- INDUSTRIAL SUPPLIES 520-8000-8009-2225-0548-000	199.18
					Total :	286.31
168453	1/25/2018	000159 GRAINGER, INC	9658233631	054340	ELEC- MAINTENANCE SUPPLIES 520-8000-8003-2301-0921-000	118.92
			9658233649	054340	ELEC- MAINTENANCE SUPPLIES 520-8000-8003-2301-0921-000	79.27
					Total :	198.19
168454	1/25/2018	cbc2269 GRAVES, AARON	00261360		CLOSING BILL CREDITS 520-2450-232	288.83
					Total :	288.83
168455	1/25/2018	cbc2256 HAWLEY, MARILYN	00261050		CLOSING BILL CREDITS 520-2450-232	11.71
					Total :	11.71
168456	1/25/2018	060271 HEAP	00431540		CLOSING BILL CREDIT 520-2450-232	18.30
			00472125		CLOSING BILL CREDIT 520-2450-232	148.67
					Total :	166.97
168457	1/25/2018	060417 HEARD'S INVESTIGATION	5727		HR- PRE-EMPLOYMENT POLYGRAPHS 100-6030-6030-2342-0000-000	300.00

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168457	1/25/2018	060417	060417 HEARD'S INVESTIGATION		(Continued)	Total : 300.00
168458	1/25/2018	025906	HOME DEPOT			
			4573013	017691	ELEC- HARDWARE SUPPLIES 520-8000-8009-2225-0548-000	17.22
			5191664	017691	ELEC- HARDWARE SUPPLIES 520-8000-8009-2225-0548-000	327.97
					Total :	345.19
168459	1/25/2018	019129	IE ALARM SYSTEMS			
			200974	018065	BM- FIRE SPRINKLER ALARM 605-6150-6211-2250-8101-000	60.00
					Total :	60.00
168460	1/25/2018	018204	INLAND DESERT SECURITY &, COMMUNICATI			
			180100506101	017929	ELEC- AFTER-HOURS ANSWERING SVC 520-8000-8001-2350-0923-000	331.20
					Total :	331.20
168461	1/25/2018	014247	INLAND OVERHEAD DOOR CO			
			41855	018004	BM- REPAIRS TO ROLL-UP DOORS 605-6150-6211-2250-6091-000	298.50
					Total :	298.50
168462	1/25/2018	043029	INWESCO INC			
			300078-13	018361	ELEC- HARDWARE SUPPLIES 520-1500-154 520-1500-154 762-2210-000	544.24 42.18 -42.18
					Total :	544.24
168463	1/25/2018	cbc2257	JAMES, PERRIS DOMINIQUE			
			00790265		CLOSING BILL CREDITS 520-2450-232	7.19
					Total :	7.19
168464	1/25/2018	cbc2262	JLK INVESTMENTS, INC., DBA: SOLAR MAID			
			02010141		CLOSING BILL CREDITS 521-2450-000	748.98
					Total :	748.98
168465	1/25/2018	cbc2252	KEITH, TAMMY			
			00290795		CLOSING BILL CREDIT 520-2450-232	225.07
					Total :	225.07

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168466	1/25/2018	093803 KNOX, CLIFTON	#1-T-BASKETBALL-2018		COMM SVCS- BASKETBALL OFFICIAL 100-6200-6204-2350-0000-000	150.00
Total :						150.00
168467	1/25/2018	093456 KROGER	1117053540	017705	C. CARE- SUPPLIES 206-7200-7202-2305-0000-000	124.03
			1117053570	017705	C. CARE- SUPPLIES 206-7200-7202-2305-0000-000	268.99
			1117063539	017706	C. CARE- SUPPLIES FOR PRESCHOOL 206-7200-7203-2305-0000-000	164.18
			1217063966	017706	C. CARE- SUPPLIES FOR PRESCHOOL 206-7200-7203-2305-0000-000	47.66
Total :						604.86
168468	1/25/2018	023087 LAKESHORE LIFESKILLS	2066531217	054356	C. CARE- EDUCATIONAL MATERIAL 206-7200-7202-2304-0000-000	82.66
			2162530118	054356	C. CARE- EDUCATIONAL MATERIAL 206-7200-7202-2304-0000-000	53.76
			2315500118	054356	C. CARE- EDUCATIONAL MATERIAL 206-7200-7203-2304-0000-000	185.38
			2315530118	054356	C. CARE- PRINTING SERVICES 206-7200-7203-2304-0000-000	321.60
Total :						643.40
168469	1/25/2018	093056 LAWSON PRODUCTS	9305509869	017687	ELEC- HARDWARE SUPPLIES 520-8000-8009-2225-0548-000	564.84
Total :						564.84
168470	1/25/2018	094094 LEE & RO	1162/07	017256	WW- ENGINEERING DESIGN 522-8200-8204-3890-0000-000	23,560.46
Total :						23,560.46
168471	1/25/2018	093969 LEIDOS ENGINEERING, LLC	INV-0004427267	015954	Consultant shall provide various enginee 520-8000-8003-2350-0923-000	8,526.85
Total :						8,526.85
168472	1/25/2018	032193 LEXIS-NEXIS	1630501-20171031		PD- ADVANCED INVESTIGATIONS	

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168472	1/25/2018	032193 LEXIS-NEXIS	(Continued)			
			1630501-20171130	018084	100-6070-6071-2350-0000-000 PD- ADVANCED INVESTIGATIONS	555.90
			1630501-20171231	018084	100-6070-6071-2350-0000-000 PD- ADVANCED INVESTIGATIONS	555.90
				018084	100-6070-6071-2350-0000-000	555.90
					Total :	1,667.70
168473	1/25/2018	093951 LIBERTY PAPER	294318		INV- COPY PAPER	
				018294	100-1500-000	1,092.00
					100-1500-000	84.48
					Total :	1,176.48
168474	1/25/2018	cbc2258 LOPEZ, DAVID	00770535		CLOSING BILL CREDITS 520-2450-232	82.28
					Total :	82.28
168475	1/25/2018	cbc2253 LOPEZ, PERLA	00791395		CLOSING BILL CREDITS 520-2450-232	40.42
					Total :	40.42
168476	1/25/2018	041927 LOU'S TIRE SERVICE	84604		AUTOMOTIVE TIRES	
				054358	608-6150-8700-2210-8101-000	686.30
					Total :	686.30
168477	1/25/2018	cbc2251 MARQUEZ, ADRIANA	00260130		CLOSING BILL CREDIT 520-2450-232	28.16
					Total :	28.16
168478	1/25/2018	cbc2270 MARQUEZ, RUTH	00540830		CLOSING BILL CREDITS 520-2450-232	149.55
					Total :	149.55
168479	1/25/2018	cbc2261 MASSEY, LISA	00640920		CLOSING BILL CREDITS 520-2450-232	96.05
					Total :	96.05
168480	1/25/2018	048919 MCHARGUE, TIM	02/24-03/02/18		FIRE- PER DIEM (WIDLAND URBAN CO	

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168480	1/25/2018	048919 MCHARGUE, TIM	(Continued)		100-6090-6091-1160-0000-000	265.00
Total :						265.00
168481	1/25/2018	cbc#5213 MELENDEZ, VALENTE	01960721		CLOSING BILL CREDITS 520-2450-232	255.02
Total :						255.02
168482	1/25/2018	041081 MISSION LINEN SUPPLY & UNIFORM	505898501		PD - UNIFORM RENTAL SERVICES	
			506049321	054359	100-6070-6071-2350-0000-000	209.75
			506097985	054359	PD - UNIFORM RENTAL SERVICES	
			506237112	054359	100-6070-6071-2350-0000-000	184.46
			506433300	054359	PD - UNIFORM RENTAL SERVICES	
			506484919	054359	100-6070-6071-2350-0000-000	184.46
			506485767	054359	PD - UNIFORM RENTAL SERVICES	
			506560370	054359	100-6070-6071-2350-0000-000	184.46
				054359	W - UNIFORM RENTAL SERVICES	
				054359	521-8100-8101-1170-0000-000	208.31
				054359	WW - UNIFORM RENTAL SERVICES	
				054359	522-8200-8200-1170-0000-000	212.79
				054359	W - UNIFORM RENTAL SERVICES	
				054359	521-8100-8101-1170-0000-000	203.22
				054359	BM- MAT RENTAL SERVICES	
				054359	605-6150-6211-2250-6211-000	46.61
Total :						1,434.06
168483	1/25/2018	061223 MOBILITY 21	2628		COUNCIL- REGISTRATION FEE	
					100-6000-6000-2280-0000-104	10.00
Total :						10.00
168484	1/25/2018	093886 MR. UNIFORM	688		FIRE- UNIFORM JACKET	
					100-6090-6091-1170-0000-000	282.74
Total :						282.74
168485	1/25/2018	093388 MUNICIPAL CODE CORPORATION	301790		C. CLERK- SUPPLEMENT CODE ORDINANCES	
					100-6010-6010-2350-0000-000	1,214.17
Total :						1,214.17

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168486	1/25/2018	093737 NATIONAL METER & AUTOMATION IN	S1093791.001		W. INV- METERS	
				018348	521-1500-000	5,872.00
					521-1500-000	571.35
					Total :	6,443.35
168487	1/25/2018	093781 NBS GOVERNMENT FINANCE GROUP	121700163		W- SEWER CAPACITY FEES	
				017384	521-8100-8101-2350-0000-000	615.62
				017384	522-8200-8200-2350-0000-000	615.63
			121700186		W- SEWER CAPACITY FEES	
				017384	521-8100-8101-2350-0000-000	619.94
				017384	522-8200-8200-2350-0000-000	2,050.06
					Total :	3,901.25
168488	1/25/2018	093220 NESTLE WATERS NORTH AMERICA	07K0030671473		BOTTLE WATER SERVICES	
				054360	100-6070-6071-2301-0000-000	382.18
				054360	100-6030-6030-2301-0000-000	84.13
				054360	100-6020-6020-2301-0000-000	22.12
				054360	100-6300-6301-2301-0000-000	77.32
				054360	100-6010-6010-2301-0000-000	22.12
				054360	206-7200-7202-2301-0000-000	20.78
				054360	206-7200-7203-2301-0000-000	47.09
				054360	520-8000-8001-2300-0921-000	103.53
				054360	606-6040-6044-2301-0000-000	35.25
				054360	100-6040-6041-2301-0000-000	68.29
				054360	100-6040-6042-2301-0000-000	68.28
				054360	522-8200-8200-2301-0000-000	188.83
				054360	100-6090-6091-2301-0000-000	48.14
				054360	100-6200-6212-2301-0000-000	200.88
				054360	100-6200-6217-2301-0000-000	146.95
				054360	100-6200-6213-2301-0000-000	32.63
				054360	521-8100-8101-2301-0000-000	7.59
				054360	100-6150-6151-2301-0000-000	7.59
				054360	100-6200-6250-2301-0000-000	20.94
				054360	605-6150-6211-2301-0000-000	17.35
				054360	608-6150-8700-2301-0000-000	17.35
				054360	210-6150-6160-2301-0000-000	99.71
				054360	100-6150-6205-2301-0000-000	99.70

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168488	1/25/2018	093220	093220 NESTLE WATERS NORTH AMERICA (Continued)			
					Total :	1,818.75
168489	1/25/2018	093220 NESTLE WATERS NORTH AMERICA	07L0030671358		LIB- BOTTLE WATER SERVICES	
				054360	100-6200-6250-2301-0000-000	41.69
			07L0030671663		ELEC- BOTTLE WATER SERVICES	
				054360	520-8000-8009-2225-0548-000	49.80
			07L0030671911		PURCH- BOTTLE WATER SERVICES	
				054360	100-6040-6043-2301-0000-000	38.59
			07L0034312413		C. CARE- BOTTLE WATER SERVICES	
				054360	206-7200-7203-2305-0000-000	46.41
			07L0034312421		C. CARE- BOTTLE WATER SERVICES	
				054360	206-7200-7203-2305-0000-000	88.40
					Total :	264.89
168490	1/25/2018	000681 OCLC, INC	0000574194		LIB- OCLC TCP/ IP ACCESS	
				017636	100-6200-6250-2302-0000-000	51.69
					Total :	51.69
168491	1/25/2018	045033 OFFICE DEPOT	992660164001		INV- OFFICE SUPPLIES	
				018347	100-1500-000	506.23
					100-1500-000	39.23
					Total :	545.46
168492	1/25/2018	045033 OFFICE DEPOT	990422254001		PD- OFFICE SUPPLIES	
				054363	100-6070-6071-2300-0000-000	68.64
			991281838001		PD- OFFICE SUPPLIES	
				054363	100-6070-6071-2300-0000-000	77.57
			992598345001		COM SVC - OFFICE SUPPLIES	
				054363	100-6200-6201-2301-0000-000	180.37
			992621286001		COM SVC - OFFICE SUPPLIES	
				054363	100-6200-6201-2301-0000-000	189.62
			993878449001		COM SVC - OFFICE SUPPLIES	
				054363	100-6200-6213-2301-0000-000	15.06
			993878503001		COM SVC - OFFICE SUPPLIES	
				054363	100-6200-6217-2301-0000-000	126.72
				054363	100-6200-6213-2300-0000-000	36.34
			993878503002		COM SVC - OFFICE SUPPLIES	

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168492	1/25/2018	045033 OFFICE DEPOT	(Continued)			
				054363	100-6200-6213-2301-0000-000	11.23
			994057420001		ELEC- OFFICE SUPPLIES	
				054363	520-8000-8005-2300-0930-200	39.56
			994057420002		ELEC- OFFICE SUPPLIES	
				054363	520-8000-8001-2300-0921-000	17.23
			994332852001		FIRE- OFFICE SUPPLIES	
				054363	100-6090-6094-2301-0000-000	384.73
			994333770001		FIRE- OFFICE SUPPLIES	
				054363	100-6090-6094-2301-0000-000	22.82
			994333771001		FIRE- OFFICE SUPPLIES	
				054363	100-6090-6094-2301-0000-000	18.21
			994412046001		COM SVC - OFFICE SUPPLIES	
				054363	100-6200-6250-2302-0000-000	166.90
			994412165001		COM SVC - OFFICE SUPPLIES	
				054363	100-6200-6250-2302-0000-000	30.15
			994434041001		COM SVC - OFFICE SUPPLIES	
				054363	100-6200-6212-2301-0000-000	53.31
			994434111001		COM SVC - OFFICE SUPPLIES	
				054363	100-6200-6217-2301-0000-000	2.92
			994810524001		COM SVC - OFFICE SUPPLIES	
				054363	100-6200-6218-2301-0000-000	110.79
			994810676001		COM SVC - OFFICE SUPPLIES	
				054363	100-6200-6208-2301-0000-000	12.38
			994810677001		COM SVC - OFFICE SUPPLIES	
				054363	100-6200-6208-2301-0000-000	55.70
			994810679001		COM SVC - OFFICE SUPPLIES	
				054363	100-6200-6208-2301-0000-000	10.55
			994827436001		W - OFFICE SUPPLIES	
				054363	521-8300-8300-2300-0000-000	192.40
			994828829001		W - OFFICE SUPPLIES	
				054363	521-8300-8300-2300-0000-000	61.28
			995787940001		COM SVC - OFFICE SUPPLIES	
				054363	100-6200-6212-2301-0000-000	84.44
			99626692001		ELEC- OFFICE SUPPLIES	
				054363	520-8000-8001-2300-0921-000	17.66
			996296897001		ELEC- OFFICE SUPPLIES	

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168492	1/25/2018	045033 OFFICE DEPOT	(Continued)			
				054363	520-8000-8002-2301-0921-000	89.64
Total :						2,076.22
168493	1/25/2018	092396 ONE SOURCE DISTRIBUTORS	S5677949.001		INV- SAFETY VESTS	
				018217	100-1500-000	477.00
					100-1500-000	36.97
			S5677949.002		ELEC INV- HARDWARE SUPPLIES	
				018217	100-1500-000	39.75
					100-1500-000	3.08
			S5697636.001		ELEC INV- HARDWARE SUPPLIES	
				018306	520-1500-154	214.89
					520-1500-154	16.65
			S5697636.002		ELEC INV- HARDWARE SUPPLIES	
				018306	520-1500-154	165.30
					520-1500-154	12.81
			S5697636.003		ELEC- HARDWARE SUPPLIES	
					520-1500-154	21.78
				018306	520-1500-154	281.01
Total :						1,269.24
168494	1/25/2018	046038 ORACLE AMERICA INC., ("SPL")	43948840		ELEC- SOFTWARE UPDATE RENEWAL	
				017712	520-8000-8001-2350-0923-000	17,127.59
Total :						17,127.59
168495	1/25/2018	cbc2265 PAGE, VINCENT	01921786		CLOSING BILL CREDITS	
					520-2450-232	11.08
Total :						11.08
168496	1/25/2018	018491 PRINTING & PROMOTION PLUS, INC	66721		COMM SVCS- FLYERS	
					100-6200-6214-2354-0000-000	248.07
Total :						248.07
168497	1/25/2018	093896 PRISTINE UNIFORMS	4957		PD- UNIFORM (M. KIECOLT)	
				017911	100-6070-6071-1170-0000-000	324.27
			5007		PD- UNIFORM (G. MARTINEZ)	
				017911	100-6070-6071-1170-0000-000	300.00

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168497	1/25/2018	093896 PRISTINE UNIFORMS	(Continued) 5022	017911	PD- UNIFORM (K. BUZI) 100-6070-6071-1170-0000-000	74.34
			5067	017911	PD- UNIFORM (G. MARTINEZ) 100-6070-6071-1170-0000-000	16.16
			5364	017911	PD- UNIFORM (M. KERSHNER) 100-6070-6071-1170-0000-000	164.83
Total :						879.60
168498	1/25/2018	093499 PROFORMA EXPRESS GRAPHICS	9015602064	054366	PD- PRINTING SERVICES 100-6070-6071-2301-0000-000	94.81
			9015602065	054366	PD- PRINTING SERVICES 100-6070-6071-2301-0000-000	137.70
			90156020867	054366	PD- PRINTING SERVICES 100-6070-6071-2301-0000-000	232.55
Total :						465.06
168499	1/25/2018	093060 PROTECTION ONE ALARM MONITORIN	60390036-01/18	018172	BM- ALARM SERVICE CHARGE 605-6150-6211-2250-6211-000	153.01
Total :						153.01
168500	1/25/2018	014316 PRUDENTIAL OVERALL SUPPLY	22549183	054391	ELEC- UNIFORM RENTAL SERVICES 520-8000-8009-2225-0548-000	68.20
			22549190	054391	ELEC- UNIFORM RENTAL SERVICES 520-8000-8004-1170-0926-000	236.45
				054391	520-8000-8002-2301-0921-000	12.65
			22549191	054391	ELEC- UNIFORM RENTAL SERVICES 520-8000-8003-1170-0926-000	129.51
Total :						446.81
168501	1/25/2018	cbc2266 RATCLIFFE, ANTOINETTE	00800645		CLOSING BILL CREDITS 520-2450-232	48.44
Total :						48.44
168502	1/25/2018	093799 RILEY JR, ADAM	#1-T-BASKETBALL-2018		COMM SVCS- BASKETBALL OFFICIAL 100-6200-6204-2350-0000-000	75.00
			#2-T-BASKETBALL-2018		COMM SVCS- BASKETBALL OFFICIAL	

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168502	1/25/2018	093799 RILEY JR, ADAM	(Continued)		100-6200-6204-2350-0000-000	175.00
					Total :	250.00
168503	1/25/2018	045861 RIVERSIDE COUNTY SHERIFF'S	01/22-02/02/18		PD- TUITION (SUPERVISORY COURSE)	
					100-6070-6071-1160-0000-000	266.00
					Total :	266.00
168504	1/25/2018	002041 SAN BERNARDINO & RIVERSIDE CTY	94818		FIRE- FIRE EXTINGUISHER SVCS	
				017774	100-6090-6091-2240-0000-000	90.00
			95142		Fire extinguisher services	
				017774	100-6090-6091-2240-0000-000	75.88
					Total :	165.88
168505	1/25/2018	003272 SAN BERNARDINO COUNTY	AUG 17		PD- COUNTY FORMS AND SUPPLIES	
				017912	100-6070-6071-2300-0000-000	371.93
					Total :	371.93
168506	1/25/2018	003799 SAN BERNARDINO COUNTY	21526- 6		PD- RADIO REPAIRS	
				017902	100-6070-6071-2240-0000-000	324.00
			21626- 1		PD- RADIO ACCESS SERVICE	
				017908	100-6070-6071-2310-0000-000	10,564.58
			21626- 2		PD- RADIO MAINTENANCE	
				017907	100-6070-6071-2240-0000-000	1,091.87
			21626- 5		PD- DISPATCH CONSOLE MAINT.	
				017904	100-6070-6071-2240-0000-000	1,122.06
					Total :	13,102.51
168507	1/25/2018	015748 SAN BERNARDINO COUNTY	17076		PD- FIRING RANGE	
				017918	100-6070-6071-1160-0000-000	880.00
					Total :	880.00
168508	1/25/2018	015748 SAN BERNARDINO COUNTY	21626- 3 & 4		PD- SHERIFF'S AUTO SYSTEM	
				017905	100-6070-6071-2350-0000-000	806.90
					Total :	806.90
168509	1/25/2018	000237 SAN BERNARDINO COUNTY SUN, THE	900361416- 2017		LIB- NEWSPAPER SUBSCRIPTION	
				054382	100-6200-6250-2270-0000-000	504.20

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168509	1/25/2018	000237 000237 SAN BERNARDINO COUNTY SUN, THE	(Continued)		Total :	504.20
168510	1/25/2018	014714 SAN BERNARDINO VALLEY	3118		W- PURCHASE OF STATE WATER PROJECT 521-8100-8101-2331-0000-000	59,200.00
					Total :	59,200.00
168511	1/25/2018	cbc2250 SARSOZA, GENDEL	00790340		CLOSING BILL CREDIT 520-2450-232	104.96
					Total :	104.96
168512	1/25/2018	cbc2264 SATCHELL, DANIELE	00300450		CLOSING BILL CREDITS 520-2450-232	52.16
					Total :	52.16
168513	1/25/2018	047469 SBSD TRAINING CENTER	01/31/18		PD- TUITION (DISPATCHER TRAINING) 100-6070-6071-1160-0000-000	100.00
					Total :	100.00
168514	1/25/2018	cbc2254 SHIN, ANTHONY	00470043		CLOSING BILL CREDITS 520-2450-232	305.83
					Total :	305.83
168515	1/25/2018	046087 SIERRA VISTA BAPTIST CHURCH	81		C. CARE- PRESCHOOL LEASE 206-7200-7203-2421-0000-000	1,625.00
					Total :	1,625.00
168516	1/25/2018	000224 SMART AND FINAL IRIS CO	45587	054373	C. CARE- SUPPLIES 206-7200-7202-2305-0000-000	8.37
					Total :	8.37
168517	1/25/2018	093784 SO CAL INDUSTRIES	305446	018352	COMM SVCS- BATHROOM RENTAL 100-6200-6214-2350-0000-000	280.15
					Total :	280.15
168518	1/25/2018	092670 SO CAL LOCKSMITH	60485	054374	BM- LOCKSMITH PARTS 605-6150-6211-2250-6071-000	341.94
					Total :	341.94

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168519	1/25/2018	000269 SOUTHERN CALIFORNIA	19686		ELEC- PROCESSING JOINT POLE 520-8000-8002-2255-0592-100	768.35
Total :						768.35
168520	1/25/2018	003181 SOUTHERN CALIFORNIA GAS CO	116-145-3943-2-01/18	054376	BM- NATURAL GAS VEHICLES 605-6150-6211-2320-0000-000	78.23
Total :						78.23
168521	1/25/2018	000234 SQUIRES LUMBER COMPANY	11	054378	ELEC - MAINTENANCE MATERIAL 520-8000-8004-2301-0921-000	6.01
			13	054378	W - MAINTENANCE MATERIAL 521-8100-8110-2300-0000-000	8.18
			16	054378	W - MAINTENANCE MATERIAL 521-8100-8110-4930-0000-000	67.56
			16	054378	ELEC - MAINTENANCE MATERIAL 520-8000-8004-2301-0921-000	67.56
			316211	054378	PD - MAINTENANCE MATERIAL 100-6070-6071-2301-0000-000	172.36
			316231	054378	CREDIT MEMO 522-8200-8200-2257-0000-000	-21.53
			316286	054378	WW - MAINTENANCE MATERIAL 522-8200-8200-2257-0000-000	2.68
			316324	054378	WW - MAINTENANCE MATERIAL 522-8200-8200-2257-0000-000	50.63
			316326	054378	CC - MAINTENANCE MATERIAL 206-7200-7203-2301-0000-000	6.99
			316336	054378	WW - MAINTENANCE MATERIAL 522-8200-8200-2257-0000-000	75.81
			44	054378	WW - MAINTENANCE MATERIAL 608-6150-8700-2210-8200-000	36.98
			7	054378	WW - MAINTENANCE MATERIAL 522-8200-8200-2257-0000-000	39.70
Total :						512.93
168522	1/25/2018	003481 STATE BOARD OF EQUALIZATION	31-000011 12-17		QTRLY SURCHARGE RETURN 520-2250-242	25,794.60

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168522	1/25/2018	003481	003481 STATE BOARD OF EQUALIZATION		(Continued)	Total : 25,794.60
168523	1/25/2018	003079	STATE OF CALIF / JUSTICE DEPT	277543	HR- FINGERPRINTING SERVICES	
				054379	100-6030-6030-2342-0000-000	128.00
					Total :	128.00
168524	1/25/2018	005151	STATE OF CALIFORNIA	SL180335	ELEC- STREETLIGHTING COSTS	
				017648	520-8000-8001-2320-0930-200	4,138.52
					Total :	4,138.52
168525	1/25/2018	001515	STATE WATER RESOURCES CONTROL	LW-1015544	W- WATER SYSTEM FEES	
					521-8100-8101-2241-0000-000	30,650.00
					Total :	30,650.00
168526	1/25/2018	001515	STATE WATER RESOURCES CONTROL	SW-0144852	STORM W.- ANNUAL PERMIT FEES	
				018336	722-6150-8215-2241-0000-000	21,344.00
					Total :	21,344.00
168527	1/25/2018	018487	STATER BROS MARKET	C0220-12/18	SUPPLIES (VARIOUS DEPT'S)	
				054380	100-6200-6212-2301-0000-000	201.37
				054380	100-6200-6215-2301-0000-000	100.63
				054380	100-6200-6218-2301-0000-000	53.85
				054380	100-6200-6217-2301-0000-000	46.27
				054380	206-7200-7203-2305-0000-000	173.30
				054380	762-2318-001	64.40
				054380	206-7200-7202-2305-0000-000	48.75
				054380	100-6070-6071-2301-0000-000	81.73
				054380	100-6200-6209-2301-0000-000	184.79
				054380	100-6200-6213-2301-0000-000	16.95
					Total :	972.04
168528	1/25/2018	024139	SUN BADGE CO	379456	PD- BADGE REPAIRS	
				017901	100-6070-6071-2350-0000-000	49.79
					Total :	49.79
168529	1/25/2018	093797	TATE, DAVID	#2-T-BASKETBALL-2018	COMM SVCS- BASKETBALL OFFICIAL	
					100-6200-6204-2350-0000-000	100.00

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168529	1/25/2018	093797 093797 TATE, DAVID	(Continued)		Total :	100.00
168530	1/25/2018	093451 THE LIGHT HOUSE	383004	054357	AUTO- VEHICLE LIGHTS 608-6150-8700-2210-8101-000	143.80
					Total :	143.80
168531	1/25/2018	093778 THIRD ALARM FIRE EQUIPMENT CO.	3371		FIRE- EXTENSION POLE 100-6090-6091-2301-0000-000	127.25
					Total :	127.25
168532	1/25/2018	093800 THOMAS, MATTHEW	#1-T-BASKETBALL-2018		COMM SVCS- BASKETBALL OFFICIAL 100-6200-6204-2350-0000-000	250.00
			#2-T-BASKETBALL-2018		COMM SVCS- BASKETBALL OFFICIAL 100-6200-6204-2350-0000-000	175.00
					Total :	425.00
168533	1/25/2018	094069 TORRES, MICHAEL	#2-T-BASKETBALL-2018		COMM SVCS- BASKETBALL OFFICIAL 100-6200-6204-2350-0000-000	250.00
					Total :	250.00
168534	1/25/2018	093539 TSR CONSTRUCTION & INPECTIONS	2.1- HANNA RETENTION		PW- RELEASE RETENTION 215-2460-000	4,599.50
					Total :	4,599.50
168535	1/25/2018	092236 UNITED CABINET COMPANY, INC.	9696	017716	BM- RECEPTION COUNTER 605-6150-6211-2250-6301-000 605-6150-6211-2250-6301-000 762-2210-000	982.00 76.11 -76.11
					Total :	982.00
168536	1/25/2018	cbc#3294 UNITED PROPERTY MANAGEMENT	00640740		CLOSING BILL CREDITS 520-2450-232	102.40
					Total :	102.40
168537	1/25/2018	021965 VALLEY ANIMAL HOSPITAL, INC	358347	018086	PD- VETERINARY SERVICES 100-6070-6071-2350-0000-000	230.00
					Total :	230.00

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168538	1/25/2018	093406 VERIZON WIRELESS	9796538312		PD- CELLULAR SERVICES	
				054385	100-6070-6071-2310-0000-000	1,488.68
			9797264589		PD- CELLULAR SERVICES	
				054385	100-6070-6071-2310-0000-000	812.25
			9798994513		ELEC- CELLULAR SERVICES	
				054385	520-8000-8001-2310-0930-200	456.12
					Total :	2,757.05
168539	1/25/2018	043535 VFTS DISTRIBUTORS	10012442		AUTO- REPAIR PARTS	
				017789	608-6150-8700-2301-0000-000	422.07
					Total :	422.07
168540	1/25/2018	093660 VOHNE LICHE KENNELS, INC.	13875		PD- K-9/ HANDLER TRAINING	
				017915	100-6070-6071-1160-0000-000	175.00
			14048		PD- K-9/ HANDLER TRAINING	
				017915	100-6070-6071-1160-0000-000	175.00
			14265		PD- K-9/ HANDLER TRAINING	
				017915	100-6070-6071-1160-0000-000	175.00
			14336		PD- K-9/ HANDLER TRAINING	
				017915	100-6070-6071-1160-0000-000	175.00
					Total :	700.00
168541	1/25/2018	000188 WAXIE	77152978		INV- JANITORIAL SUPPLIES	
				018325	100-1500-000	250.94
					100-1500-000	19.45
					Total :	270.39
168542	1/25/2018	000188 WAXIE	77138718		BM- JANITORIAL SUPPLIES	
				054388	605-6150-6211-2250-6205-000	30.77
					Total :	30.77
168543	1/25/2018	000750 WESCO DISTRIBUTION INC	435571		ELEC INV- HARDWARE SUPPLIES	
				018221	520-1500-154	151.50
					520-1500-154	11.74
			470083		ELEC INV- HARDWARE SUPPLIES	
				018307	520-1500-154	267.60
					520-1500-154	20.74

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168543	1/25/2018	000750 WESCO DISTRIBUTION INC	(Continued) 473947			
				018221	ELEC INV- HARDWARE SUPPLIES 520-1500-154	192.45
					520-1500-154	14.91
			483492	018307	ELEC INV- HARDWARE SUPPLIES 520-1500-154	550.00
					520-1500-154	42.63
			492147	018307	ELEC INV- HARDWARE SUPPLIES 520-1500-154	36.70
					520-1500-154	2.84
			496495	018221	ELEC INV- HARDWARE SUPPLIES 520-1500-154	128.30
					520-1500-154	9.94
					Total :	1,429.35
168544	1/25/2018	003478 WESTERN WATER WORKS SUPPLY	473302-00			
				018250	W- METER BOXES 521-1500-000	1,503.90
					521-1500-000	116.55
					Total :	1,620.45
168545	1/25/2018	093847 WHITE NELSON DIEHL EVANS LLP	176804			
				017948	FIN- CONSULTING SERVICES 100-6040-6041-2350-0000-000	5,990.00
					Total :	5,990.00
168546	1/25/2018	045690 WIRZ & COMPANY PRINTING	96343			
				054389	C. CARE- PRINTING SERVICES 206-7200-7202-2270-0000-000	25.86
					Total :	25.86
1000038	1/16/2018	000214 PERS-PAYROLL REPORT	12/21/17- 26038			
					RETIREMENT CONTRIBUTION 762-2080-000	18,974.08
					Total :	18,974.08
1000039	1/16/2018	000214 PERS-PAYROLL REPORT	12/21/17- 25057			
					RETIREMENT CONTRIBUTION 762-2080-000	12,225.99
					Total :	12,225.99
1000040	1/16/2018	000214 PERS-PAYROLL REPORT	12/21/17- 25056			
					RETIREMENT CONTRIBUTIONS	

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1000040	1/16/2018	000214 PERS-PAYROLL REPORT	(Continued)		762-2080-000	11,772.91
					Total :	11,772.91
1000041	1/16/2018	000214 PERS-PAYROLL REPORT	12/21/17- 15026		RETIREMENT CONTRIBUTIONS 762-2080-000	6,493.11
					Total :	6,493.11
1000042	1/16/2018	000214 PERS-PAYROLL REPORT	12/21/17- 15025		RETIREMENT CONTRIBUTIONS 762-2080-000	2,862.65
					Total :	2,862.65
1000043	1/16/2018	000214 PERS-PAYROLL REPORT	12/21/17- 70		RETIREMENT CONTRIBUTION 762-2080-000	40,836.97
					Total :	40,836.97
1000044	1/16/2018	000214 PERS-PAYROLL REPORT	12/21/17- 69		RETIREMENT CONTRIBUTION 762-2080-000	25,430.78
					Total :	25,430.78
1000045	1/16/2018	035929 BANK OF AMERICA	12/21/17- 68		RETIREMENT CONTRIBUTION 762-2080-000	69,006.15
					Total :	69,006.15
1060000	1/10/2018	009994 SHELL ENERGY NORTH AMERICA	02.2015 RERUN T33M		ELEC- FIRM POWER TRANSMISSION 520-8000-8006-2330-0555-600 520-8000-8006-2330-0555-800	668.35 263.67
					Total :	932.02
1569200	1/11/2018	035929 BANK OF AMERICA	FEDERAL 1/11/18 SUPP		FEDERAL TAXES 762-2200-000	56.98
					Total :	56.98
4417100	4/4/2018	035929 BANK OF AMERICA	FEDERAL 01/04/18		FEDERAL TAXES 762-2200-000	154,163.08
					Total :	154,163.08
4418200	1/4/2018	035929 BANK OF AMERICA	FEDERAL 1/04/18-SUPP		FEDERAL TAXES	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
4418200	1/4/2018	035929 BANK OF AMERICA	(Continued)		762-2200-000	11,153.04
					Total :	11,153.04
4420500	1/4/2018	035929 BANK OF AMERICA	STATE 01/04/18- SUPP		STATE TAXES 762-2010-000	3,595.57
					Total :	3,595.57
4422300	1/4/2018	035929 BANK OF AMERICA	STATE 01/04/18		STATE TAXES 762-2010-000	49,333.20
					Total :	49,333.20
7560800	1/17/2018	035929 BANK OF AMERICA	FEDERAL 1/18/18- SUP		FEDERAL TAXES 762-2200-000	153,174.56
					Total :	153,174.56
7566400	1/17/2018	035929 BANK OF AMERICA	STATE 1/18/18- SUPPL		STATE TAXES 762-2010-000	44,638.66
					Total :	44,638.66
7948900	1/16/2018	094033 NORTHSTAR CHEMICAL, LLC	114916		W- CHEMICAL SUPPLIES	
				054361	521-8100-8101-2308-0000-000	332.19
			114917		W- CHEMICAL SUPPLIES	
				054361	521-8100-8101-2308-0000-000	411.36
			114918		W- CHEMICAL SUPPLIES	
				054361	521-8100-8101-2308-0000-000	254.29
			114919		W- CHEMICAL SUPPLIES	
				054361	521-8100-8101-2308-0000-000	815.36
			114920		W- CHEMICAL SUPPLIES	
				054361	521-8100-8101-2308-0000-000	231.86
			116132		W- CHEMICAL SUPPLIES	
				054361	521-8100-8101-2308-0000-000	394.65
			116133		W- CHEMICAL SUPPLIES	
				054361	521-8100-8101-2308-0000-000	489.89
			116134		W- CHEMICAL SUPPLIES	
				054361	521-8100-8101-2308-0000-000	1,211.63
			116135		W- CHEMICAL SUPPLIES	

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7948900	1/16/2018	094033 NORTHSTAR CHEMICAL, LLC	(Continued)			
			116136	054361	521-8100-8101-2308-0000-000 W- CHEMICAL SUPPLIES	560.94
			116137	054361	521-8100-8101-2308-0000-000 W- CHEMICAL SUPPLIES	428.18
			116450	054361	521-8100-8101-2308-0000-000 W- CHEMICAL SUPPLIES	295.43
			116451	054361	521-8100-8101-2308-0000-000 W- CHEMICAL SUPPLIES	283.61
			116452	054361	521-8100-8101-2308-0000-000 W- CHEMICAL SUPPLIES	538.35
			116811	054361	521-8100-8101-2308-0000-000 W- CHEMICAL SUPPLIES	548.21
				054361	521-8100-8101-2308-0000-000	1,380.38
					Total :	8,176.33
10700000	1/10/2018	009994 SHELL ENERGY NORTH AMERICA	02.2017 RERUN T9M		ELEC- FIRM POWER, TRANSMISSION	
					520-8000-8006-2330-0555-600	980.33
					520-8000-8006-2330-0555-800	252.79
					Total :	1,233.12
10800000	1/10/2018	009994 SHELL ENERGY NORTH AMERICA	09.2017 RECALC T+65		ELEC- FIRM POWER TRANSMISSION	
					520-8000-8006-2330-0555-600	624.98
					520-8000-8006-2330-0555-800	1,188.67
					520-7905-000	-35.95
					Total :	1,777.70
13110000	1/16/2018	046969 NORESKO	33112		ELEC- O & M SERVICES - AGUA MANSA	
					520-8000-8009-2225-0548-000	86,624.11
					Total :	86,624.11
13673700	1/11/2018	003754 SO CALIF PUBLIC POWER AUTH	SJ0116		ELEC- MONTHLY POWER COSTS	
					520-8000-8006-2330-0555-300	1,912.00
					Total :	1,912.00
99072100	1/2/2018	000214 PERS-PAYROLL REPORT	06/26/17- 25056		RETIREMENT CONTRIBUTION	
					762-2080-000	211.97

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Voucher List
City of Colton

Page: 31

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
99072100	1/2/2018	000214	000214 PERS-PAYROLL REPORT		(Continued)	Total : 211.97
99072200	1/2/2018	000214	PERS-PAYROLL REPORT	06/26/17- 70	RETIREMENT CONTRIBUTION 762-2080-000	5,480.71 Total : 5,480.71
99072300	1/2/2018	000214	PERS-PAYROLL REPORT	06/26/17- 69	RETIREMENT CONTRIBUTION 762-2080-000	5,452.48 Total : 5,452.48
99072400	1/2/2018	000214	PERS-PAYROLL REPORT	06/26/17- 68	RETIREMENT CONTRIBUTION 762-2080-000	2,771.93 Total : 2,771.93
99146300	1/2/2018	003672	CALIFORNIA PUBLIC EMPLOYEES'	10000015157589	FIN- GASB-68 FEES 100-6040-6041-2350-0000-000	2,250.00 Total : 2,250.00
99655700	1/9/2018	003893	ING	PP 01/04/18	457 DEF COMP & LOAN PAYMENT 762-2040-000 762-2045-000	11,012.91 768.47 Total : 11,781.38
99744400	1/10/2018	003672	CALIFORNIA PUBLIC EMPLOYEES'	JAN 18	HEALTH PREMIUMS 762-2020-000 100-6030-6030-2380-0000-000 100-6030-6030-1150-0000-000 100-6030-6030-2380-0000-000	182,595.55 602.57 22,569.12 359.43 Total : 206,126.67
109000000	1/10/2018	009994	SHELL ENERGY NORTH AMERICA	2018 NERC/WECC FINAL	ELEC- NERC/WECC ASSESSMENT- FINAL 520-8000-8006-2330-0555-800	270.41 Total : 270.41
300336229	1/3/2018	093712	SIEMENS INDUSTRY INC.	5610059864	ST- TRAFFIC SIGNAL MAINT. 210-6150-6160-2460-0000-000	4,165.00
			5610085597	018021	ST- TRAFFIC SIGNAL MAINT. 210-6150-6160-2460-0000-000	3,054.63

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Voucher List
City of Colton

Page: 32

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
300336229	1/3/2018	093712 SIEMENS INDUSTRY INC.	(Continued) 5610091519		ST- TRAFFIC SIGNAL MAINT. 210-6150-6160-2460-0000-000	4,165.00
			5620014561	018021	ST- TRAFFIC SIGNAL MAINT. 210-6150-6160-2460-0000-000	4,303.37
			5620016169	018021	ST- TRAFFIC SIGNAL MAINT. 210-6150-6160-2460-0000-000	3,382.38
			5620016972	018021	ST- TRAFFIC SIGNAL MAINT. 210-6150-6160-2460-0000-000	5,549.81
			5620018131	018021	ST- TRAFFIC SIGNAL MAINT. 210-6150-6160-2460-0000-000	7,183.62
			5620018560	018021	ST- TRAFFIC SIGNAL MAINT. 210-6150-6160-2460-0000-000	3,879.53
Total :						35,683.34
665710418	1/4/2018	003772 STATE OF CALIFORNIA	PP 01/04/18		CHILD SUPPORT PAYMENTS 762-2150-000	2,629.12
Total :						2,629.12
800332384	1/8/2018	059710 US POSTAL SERVICE (NEOPOST, POSTAGE C 01/08/18			C. CLERK- POSTAGE FOR METER 100-6010-6010-2404-0000-000	5,000.00
Total :						5,000.00
189 Vouchers for bank code : boa						Bank total : 1,553,203.32
189 Vouchers in this report						Total vouchers : 1,553,203.32


Stacey Dabbs
Finance Director


Aurelio De La Torre
City Treasurer

COLTON
Payroll Disbursement Listing
Payperiod Dates: 11/4/2017 to 11/17/2017

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
City Council		
124752	6000	888.08
124753	6000	3,299.04 Regular Salary/Leave Cashout
124754	6000	259.27
124755	6000	1,454.72
124756	6000	274.04
124757	6000	259.27
124758	6000	259.27
124759	6000	274.04
938190	6000	226.86
938191	6000	274.04
	Subtotal	7,468.63
City Clerk		
124760	6010	722.86
124761	6010	1,775.45 Regular Salary
	Subtotal	2,498.31
City Manager		
124762	6020	2,665.03
124763	6020	1,995.75
124764	6020	3,200.62
124765	6020	4,599.68 Regular Salary
	Subtotal	12,461.08
Human Resources		
124766	6030	2,111.18
124767	6030	2,148.22
124768	6030	3,795.50 Regular Salary
	Subtotal	8,054.90
Finance		
124769	6040	3,478.34 Regular Salary
124770	6040	2,202.70
124771	6040	1,823.03
124772	6040	1,337.04
124773	6040	3,691.37 Regular Salary
124774	6040	1,405.08
124775	6040	1,639.77
124776	6040	1,655.68
124777	6040	1,592.05
124778	6040	1,871.41
124779	6040	1,328.20

COLTON
Payroll Disbursement Listing
Payperiod Dates: 11/4/2017 to 11/17/2017

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
124780	6040	1,736.67
124781	6040	1,573.02
124782	6040	1,536.36
124783	6040	1,446.63
124784	6040	1,568.82
124785	6040	1,441.42
124786	6040	1,368.96
938192	6040	1,967.30
124787	6040	2,766.23
125078	6040	1,886.49
125079	6040	1,688.24
125080	6040	1,635.88
125081	6040	2,244.33
125082	6040	1,913.47
125083	6040	3,933.34 Regular Salary/Leave Cashout
	Subtotal	<u>50,731.83</u>

City Treasurer

124788	6060	1,350.88
	Subtotal	<u>1,350.88</u>

Police

124751	6070	-1,194.54 Void
124789	6070	1,864.36
124790	6070	1,964.63
124791	6070	1,934.50
124792	6070	1,789.73
124793	6070	3,205.88
124794	6070	1,022.07
124795	6070	2,434.47
124796	6070	4,958.30 Regular Salary/OT
124797	6070	1,509.89
124798	6070	2,439.07
124799	6070	3,199.44
124800	6070	2,350.44
124801	6070	241.50
124802	6070	2,638.75
124803	6070	2,964.09
124804	6070	3,770.01
124805	6070	1,362.91
124806	6070	3,791.40
124807	6070	2,075.41
124808	6070	1,700.71
124809	6070	6,934.16 Regular Salary/OT
124810	6070	1,797.70
124811	6070	2,006.20
124812	6070	1,545.91
124813	6070	304.15

COLTON
Payroll Disbursement Listing
Payperiod Dates: 11/4/2017 to 11/17/2017

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
124814	6070	5,510.70 Regular Salary/OT
124815	6070	1,733.03
124816	6070	2,762.28
124817	6070	3,837.65
124818	6070	477.30
124819	6070	3,347.06
124820	6070	1,721.21
124821	6070	4,441.51 Regular Salary/OT
124822	6070	2,933.19
124823	6070	3,979.50
124824	6070	2,808.95
124825	6070	529.70
124826	6070	3,132.22
124827	6070	1,831.18
124828	6070	2,109.83
124829	6070	3,450.44
124830	6070	2,282.88
124831	6070	1,868.51
124832	6070	3,548.63
124833	6070	2,756.41
124834	6070	1,445.72
124835	6070	3,605.08
124836	6070	3,091.85
124837	6070	1,576.30
124838	6070	1,433.30
124839	6070	2,131.02
124840	6070	2,079.08
124841	6070	1,410.69
124842	6070	1,811.91
124843	6070	2,807.32
124844	6070	2,145.80
124845	6070	2,538.34
124846	6070	1,922.31
124847	6070	4,862.00 Regular Salary
124848	6070	2,222.11
124849	6070	2,562.27
124850	6070	1,585.11
124851	6070	534.30
124852	6070	4,033.82 Regular Salary/OT
124853	6070	2,362.32
124854	6070	2,281.76
124855	6070	2,306.06
124856	6070	1,420.98
124857	6070	2,319.83
124858	6070	2,533.06
124859	6070	795.08
124860	6070	2,667.30
124861	6070	2,561.04
124862	6070	2,740.63

COLTON
Payroll Disbursement Listing
Payperiod Dates: 11/4/2017 to 11/17/2017

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
124863	6070	3,977.43
124864	6070	3,042.04
124865	6070	1,655.16
124866	6070	2,026.03
124867	6070	5,342.31 Regular Salary/OT
124868	6070	3,377.24
124869	6070	2,582.24
124870	6070	2,452.28
125093	6070	1,605.16
938185	6070	793.99
938186	6070	856.08
938189	6070	1,194.54
938193	6070	3,504.55
	Subtotal	<u>213,063.30</u>

Fire

124871	6090	3,684.27
124872	6090	5,801.69 Regular Salary/Staffing
124873	6090	3,298.37
124874	6090	2,799.38
124875	6090	2,623.44
124876	6090	3,673.66
124877	6090	3,042.09
124878	6090	3,562.72
124879	6090	2,049.05
124880	6090	3,316.94
124881	6090	2,920.05
124882	6090	2,638.28
124883	6090	3,540.08
124884	6090	2,656.61
124885	6090	2,297.21
124886	6090	3,875.89
124887	6090	2,077.44
124888	6090	2,030.73
124889	6090	1,597.64
124890	6090	2,926.56
124891	6090	4,496.63 Regular Salary
124892	6090	4,158.59 Regular Salary/Staffing
124893	6090	3,829.59
124894	6090	2,929.42
124895	6090	4,417.39 Regular Salary/Staffing
124896	6090	3,634.93
124897	6090	3,122.00
124898	6090	2,505.10
124899	6090	4,544.34 Regular Salary/Staffing
124900	6090	3,306.74
124901	6090	2,170.78
124902	6090	2,770.58
124903	6090	3,260.12

COLTON
Payroll Disbursement Listing
Payperiod Dates: 11/4/2017 to 11/17/2017

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
124904	6090	3,279.99
124905	6090	3,586.09
124906	6090	2,151.98
124907	6090	5,182.67 Regular Salary/Staffing
124908	6090	2,406.56
938187	6090	5,211.16 Leave Cashout
124909	6090	3,959.86
	Subtotal	<u>131,336.62</u>

Public Works

124910	6150	1,422.12
124911	6150	1,498.86
124912	6150	1,761.84
124913	6150	350.52
938194	6150	1,588.73
938195	6150	1,319.79
938196	6150	1,074.06
124914	6150	497.97
124915	6150	1,698.77
124916	6150	4,145.25 Regular Salary
124917	6150	2,230.15
938197	6150	1,926.85
938198	6150	2,144.55
124918	6150	1,252.16
124919	6150	1,796.26
124920	6150	562.87
124921	6150	2,513.38
124922	6150	1,771.75
124923	6150	1,326.03
938199	6150	1,853.37
938200	6150	1,402.75
125084	6150	1,928.64
125085	6150	-2,033.98 Void
938272	6150	2,033.98
125086	6150	2,018.64
	Subtotal	<u>40,119.29</u>

Community Services

124924	6200	610.78
124925	6200	667.14
124926	6200	437.76
124927	6200	489.52
124928	6200	220.80
124929	6200	235.20
124930	6200	244.35
124931	6200	314.34
124932	6200	128.43
124933	6200	3,206.94 Regular Salary

COLTON
Payroll Disbursement Listing
Payperiod Dates: 11/4/2017 to 11/17/2017

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
124934	6200	1,708.89
124935	6200	356.54
124936	6200	514.40
124937	6200	333.40
124938	6200	329.36
124939	6200	886.08
124940	6200	164.74
124941	6200	573.69
124942	6200	255.37
124943	6200	396.53
124944	6200	9.51
124945	6200	444.07
124946	6200	1,650.45
124947	6200	183.95
124948	6200	535.46
124949	6200	27.45
124950	6200	1,752.55
124951	6200	23.77
124952	6200	1,505.63
124953	6200	236.51
124954	6200	294.99
124955	6200	205.31
124956	6200	410.34
124957	6200	563.78
124958	6200	373.05
124959	6200	453.39
124960	6200	389.80
124961	6200	1,965.04
124962	6200	702.31
124963	6200	2,528.31
124964	6200	300.44
124965	6200	1,606.00
124966	6200	207.45
938201	6200	28.52
938202	6200	410.04
938203	6200	344.74
938204	6200	429.66
938205	6200	215.99
938206	6200	506.30
938207	6200	171.14
938208	6200	79.86
938209	6200	500.69
938210	6200	484.19
938211	6200	294.74
938212	6200	312.65
938213	6200	712.31
938214	6200	500.11
938215	6200	475.22
Subtotal		<u>33,909.98</u>

COLTON
Payroll Disbursement Listing
Payperiod Dates: 11/4/2017 to 11/17/2017

	<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
Library			
	124967	6250	493.20
	124968	6250	555.72
	124969	6250	550.96
	124970	6250	435.40
	124971	6250	440.40
	124972	6250	759.97
	124973	6250	2,444.14 Regular Salary
	124974	6250	330.01
	124975	6250	759.68
	124976	6250	534.77
		Subtotal	<u>7,304.25</u>
Development Services			
	124977	6300	1,660.04
	124978	6300	2,347.44
	124979	6300	1,320.41
	124980	6300	2,613.74
	124981	6300	1,623.19
	124982	6300	3,217.99
	124983	6300	4,501.71 Regular Salary
	124984	6300	3,205.81
	124985	6300	1,999.84
		Subtotal	<u>22,490.17</u>
Child Care			
	124986	7200	1,286.58
	124987	7200	780.05
	124988	7200	249.92
	124989	7200	1,613.06
	124990	7200	786.23
	124991	7200	826.07
	124992	7200	1,004.48
	124993	7200	2,006.11
	124994	7200	2,604.25 Regular Salary
	124995	7200	827.80
	124996	7200	851.74
	938216	7200	632.61
	938217	7200	944.34
	124997	7200	1,716.48
	124998	7200	793.59
	124999	7200	650.51
	125000	7200	896.13
	125001	7200	1,016.75
	125002	7200	832.18
	125003	7200	724.51
		Subtotal	<u>21,043.39</u>

COLTON
Payroll Disbursement Listing
Payperiod Dates: 11/4/2017 to 11/17/2017

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
Electric		
125004	8000	2,042.74
125005	8000	5,416.73 Regular Salary/OT
125006	8000	3,026.42
125007	8000	203.74
125008	8000	4,326.65 Regular Salary/OT
125009	8000	3,485.81
125010	8000	1,579.64
125011	8000	4,419.87 Regular Salary/OT
125012	8000	3,278.87
125013	8000	2,349.36
125014	8000	1,873.55
125015	8000	1,745.05
125016	8000	3,609.86
125017	8000	3,629.04
125018	8000	3,239.24
125019	8000	3,386.14
125020	8000	3,512.61
125021	8000	0.00
125022	8000	2,269.72
125023	8000	3,062.57
125024	8000	1,928.08
125025	8000	3,391.29
125026	8000	3,025.37
125027	8000	2,167.43
938218	8000	3,387.68
938219	8000	4,178.24 Regular Salary/OT
938220	8000	3,485.44
938221	8000	3,891.87
938222	8000	2,963.28
125028	8000	9,020.23 Regular Salary/Leave Cashout
125029	8000	1,316.41
125030	8000	521.76
125095	8000	2,293.59
125031	8000	2,367.38
125032	8000	2,210.88
125033	8000	2,564.53
125034	8000	3,715.81
125035	8000	2,933.76
125036	8000	-2,025.08 Void
125037	8000	3,257.99
938223	8000	2,220.26
125038	8000	748.86
Subtotal		<u>120,072.83</u>

COLTON
Payroll Disbursement Listing
Payperiod Dates: 11/4/2017 to 11/17/2017

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
Water Utility		
125039	8100	2,335.21
125040	8100	2,617.40
125041	8100	2,484.03
125042	8100	2,716.57
125043	8100	1,714.93
125044	8100	2,457.42
125045	8100	3,951.89
125046	8100	4,163.80 Regular Salary/OT
125047	8100	2,467.00
125048	8100	2,431.94
125049	8100	2,853.65
125050	8100	2,427.27
125051	8100	2,515.13
938188	8100	4,011.81 Leave Cashout
938224	8100	1,468.36
	Subtotal	<u>40,616.41</u>

Wastewater Utility & Storm Water

125059	8200	2,659.76
125060	8200	1,526.90
125061	8200	2,942.49
125062	8200	757.51
125063	8200	3,411.02 Regular Salary/OT
125064	8200	1,376.09
125065	8200	1,890.37
125066	8200	1,648.61
125067	8200	1,944.91
125068	8200	1,799.67
125069	8200	3,300.63 Regular Salary/OT
125070	8200	1,808.62
125071	8200	2,078.06
125072	8200	757.51
125073	8200	2,390.17
125074	8200	1,544.43
125075	8200	2,605.79
125076	8200	1,884.65
125077	8200	2,581.46
	Subtotal	<u>38,908.65</u>

COLTON
Payroll Disbursement Listing
Payperiod Dates: 11/4/2017 to 11/17/2017

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
Wastewater Administration		
125052	8300	1,155.03
125053	8300	3,259.12 Regular Salary
125054	8300	3,059.65
125055	8300	456.32
125056	8300	509.87
125057	8300	3,029.16
125058	8300	2,639.81
	Subtotal	<u>14,108.96</u>
Grand Total		<u><u>765,539.48</u></u>



Stacey Dabbs, Finance Director



Aurelio De La Torre, Treasurer

COLTON
Payroll Disbursement Listing
Payperiod Dates: 11/18/2017 to 12/1/2017

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
City Council		
125096	6000	917.17
125097	6000	2,701.42 Regular Salary
125098	6000	258.79
125099	6000	1,454.73
125100	6000	272.54
125101	6000	258.79
125102	6000	258.95
125103	6000	273.11
938286	6000	222.14
938287	6000	273.87
	Subtotal	6,891.51
City Clerk		
125104	6010	702.39
125105	6010	1,775.45 Regular Salary
	Subtotal	2,477.84
City Manager		
125106	6020	2,665.03
125107	6020	1,995.76
125108	6020	3,200.61
125109	6020	4,595.47 Regular Salary
	Subtotal	12,456.87
Human Resources		
125110	6030	2,111.18
125111	6030	2,148.22
125112	6030	3,791.29 Regular Salary
	Subtotal	8,050.69
Finance		
125113	6040	6,988.19 Regular Salary/Leave Cashout
125114	6040	2,202.70
125115	6040	1,823.03
125116	6040	1,271.35
125117	6040	3,691.37 Regular Salary
125118	6040	1,517.10
125119	6040	1,639.77
125120	6040	1,655.68
125121	6040	1,502.64
125122	6040	1,871.41
125123	6040	1,307.28

COLTON
Payroll Disbursement Listing
Payperiod Dates: 11/18/2017 to 12/1/2017

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
125124	6040	1,736.67
125125	6040	1,549.26
125126	6040	1,536.36
125127	6040	1,982.51
125128	6040	1,446.63
125129	6040	1,568.82
125130	6040	1,441.42
125131	6040	1,334.02
125132	6040	2,766.24
125422	6040	1,886.50
125423	6040	1,688.24
125424	6040	1,635.88
125425	6040	2,244.33
125426	6040	1,926.59
125427	6040	2,871.67
	Subtotal	<u>53,085.66</u>

City Treasurer

125133	6060	1,338.09
	Subtotal	<u>1,338.09</u>

Police

125134	6070	1,947.18
125135	6070	1,964.63
125136	6070	2,003.73
125137	6070	3,509.42
125138	6070	3,205.88
125139	6070	1,022.07
125140	6070	1,370.05
125141	6070	4,463.06 Regular Salary/OT
125142	6070	1,526.11
125143	6070	2,439.07
125144	6070	2,779.73
125145	6070	3,166.34
125146	6070	196.76
125147	6070	2,638.75
125148	6070	2,964.09
125149	6070	4,436.57 Regular Salary/OT
125150	6070	1,945.44
125151	6070	3,223.80
125152	6070	1,868.56
125153	6070	1,684.71
125154	6070	5,945.57 Regular Salary/OT
125155	6070	1,797.70
125156	6070	1,929.59
125157	6070	1,545.91
125158	6070	372.54
125159	6070	5,746.22 Regular Salary/OT

COLTON
Payroll Disbursement Listing
Payperiod Dates: 11/18/2017 to 12/1/2017

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
125160	6070	1,733.03
125161	6070	2,762.28
125162	6070	3,122.22
125163	6070	612.29
125164	6070	4,327.32 Regular Salary/OT
125165	6070	1,721.21
125166	6070	4,282.32 Regular Salary/OT
125167	6070	2,648.22
125168	6070	2,611.22
125169	6070	2,662.10
125170	6070	4,019.60 Regular Salary/OT
125171	6070	470.20
125172	6070	1,921.89
125173	6070	1,831.18
125174	6070	1,674.47
125175	6070	3,328.77
125176	6070	3,190.79
125177	6070	1,754.65
125178	6070	3,285.44
125179	6070	2,411.50
125180	6070	1,445.72
125181	6070	4,146.82 Regular Salary/OT
125182	6070	3,719.89
125183	6070	1,560.30
125184	6070	1,433.30
125185	6070	2,906.68
125186	6070	2,261.98
125187	6070	1,549.95
125188	6070	1,811.91
125189	6070	2,740.82
125190	6070	2,245.58
125191	6070	2,222.42
125192	6070	1,194.70
125193	6070	4,849.13 Regular Salary
125194	6070	2,206.11
125195	6070	2,037.77
125196	6070	1,630.57
125197	6070	752.44
125198	6070	3,150.53
125199	6070	2,362.32
125200	6070	2,332.95
125201	6070	2,203.23
125202	6070	1,194.28
125203	6070	3,130.77
125204	6070	3,499.84
125205	6070	683.95
125206	6070	2,400.00
125207	6070	2,451.46
125208	6070	2,776.46

COLTON
Payroll Disbursement Listing
Payperiod Dates: 11/18/2017 to 12/1/2017

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
125209	6070	3,384.84
125210	6070	4,560.82 Regular Salary/OT
125211	6070	1,655.16
125212	6070	2,219.88
125213	6070	7,351.97 Regular Salary/OT
125214	6070	2,894.61
125215	6070	2,582.24
125216	6070	2,452.28
938234	6070	4,102.04 MOU Cashout
938235	6070	4,527.97 MOU Cashout
938236	6070	1,580.20 MOU Cashout
938237	6070	5,913.33 MOU Cashout
938238	6070	8,758.22 MOU Cashout
938239	6070	3,972.14 MOU Cashout
938240	6070	5,365.01 MOU Cashout
938241	6070	6,136.92 MOU Cashout
938242	6070	3,450.41 MOU Cashout
938243	6070	4,847.92 MOU Cashout
938244	6070	3,486.25 MOU Cashout
938245	6070	8,236.88 MOU Cashout
938246	6070	4,307.16 MOU Cashout
938247	6070	4,605.17 MOU Cashout
938248	6070	13,406.04 MOU Cashout
938249	6070	3,841.47 MOU Cashout
938250	6070	1,798.07 MOU Cashout
938251	6070	3,623.06 MOU Cashout
938252	6070	1,123.08 MOU Cashout
938253	6070	4,206.30 MOU Cashout
938254	6070	4,410.43 MOU Cashout
938255	6070	1,296.98 MOU Cashout
938256	6070	8,536.99 MOU Cashout
938257	6070	2,131.45 MOU Cashout
938258	6070	2,151.19 MOU Cashout
938259	6070	3,146.75 MOU Cashout
938260	6070	5,926.82 MOU Cashout
938261	6070	6,367.05 MOU Cashout
938262	6070	2,584.77 MOU Cashout
938263	6070	2,412.55 MOU Cashout
938264	6070	1,760.45 MOU Cashout
938265	6070	3,373.91 MOU Cashout
938266	6070	6,404.17 MOU Cashout
938267	6070	17,731.96 MOU Cashout
938268	6070	8,700.55 MOU Cashout
938269	6070	3,994.93 MOU Cashout
938270	6070	1,246.02 MOU Cashout
938271	6070	2,218.57 MOU Cashout
938273	6070	780.14 Retro Merit
938274	6070	294.15 Retro Merit
938275	6070	514.42 Retro Merit

COLTON
Payroll Disbursement Listing
Payperiod Dates: 11/18/2017 to 12/1/2017

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
938276	6070	327.81 Retro Merit
938288	6070	4,256.38 Retro Merit
	Subtotal	<u>397,923.94</u>

Fire

125217	6090	7,260.09 Regular Salary/Staffing
125218	6090	2,649.99
125219	6090	4,567.34 Regular Salary/Staffing
125220	6090	3,582.35
125221	6090	2,477.18
125222	6090	3,817.77
125223	6090	3,108.67
125224	6090	3,964.29
125225	6090	2,049.06
125226	6090	3,397.24
125227	6090	4,532.37 Regular Salary/Staffing
125228	6090	2,645.98
125229	6090	2,300.08
125230	6090	3,289.80
125231	6090	4,027.09 Regular Salary/Staffing
125232	6090	2,644.20
125233	6090	2,181.68
125234	6090	2,500.63
125235	6090	2,246.73
125236	6090	2,993.02
125237	6090	4,466.18 Regular Salary
125238	6090	2,663.56
125239	6090	2,692.38
125240	6090	3,051.39
125241	6090	1,998.86
125242	6090	2,774.68
125243	6090	3,702.01
125244	6090	2,608.87
125245	6090	5,804.77 Regular Salary/Staffing
125246	6090	3,538.19
125247	6090	4,819.60 Regular Salary/Staffing
125248	6090	2,897.40
125249	6090	2,767.08
125250	6090	4,429.49 Regular Salary/Staffing
125251	6090	3,592.53
125252	6090	3,064.34
125253	6090	3,066.50
125254	6090	3,539.42
938277	6090	232.03 Retro Merit
125255	6090	3,959.75
	Subtotal	<u>131,904.59</u>

COLTON
Payroll Disbursement Listing
Payperiod Dates: 11/18/2017 to 12/1/2017

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
Public Works		
125256	6150	1,734.24
125257	6150	1,590.15
125258	6150	1,381.70
125259	6150	1,568.38
938289	6150	1,304.50
938290	6150	1,319.78
938291	6150	3,888.54 Regular Salary/Leave Cashout
125260	6150	714.17
125261	6150	1,698.77
125262	6150	4,137.37 Regular Salary
125263	6150	2,230.15
938292	6150	1,689.89
938293	6150	1,926.85
938294	6150	2,023.30
125264	6150	1,252.16
125265	6150	1,796.26
125266	6150	1,081.17
125267	6150	2,513.38
125268	6150	1,707.55
125269	6150	1,416.95
938278	6150	853.62 Retro Merit
938279	6150	884.63 Retro Merit
938295	6150	1,853.37
938296	6150	1,402.75
125428	6150	2,090.44
125429	6150	2,033.97
125430	6150	2,240.42
	Subtotal	48,334.46
Community Services		
125270	6200	418.97
125271	6200	602.70
125272	6200	391.21
125273	6200	427.72
125274	6200	146.82
125275	6200	221.32
125276	6200	220.49
125277	6200	222.39
125278	6200	3,354.76 Regular Salary
125279	6200	1,708.89
125280	6200	242.45
125281	6200	531.99
125282	6200	356.78
125283	6200	159.73
125284	6200	73.57
125285	6200	294.99
125286	6200	751.65
125287	6200	212.15
125288	6200	365.91

COLTON
Payroll Disbursement Listing
Payperiod Dates: 11/18/2017 to 12/1/2017

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
125289	6200	80.82
125290	6200	444.08
125291	6200	1,650.45
125292	6200	233.07
125293	6200	336.01
125294	6200	1,752.55
125295	6200	28.52
125296	6200	1,505.63
125297	6200	70.82
125298	6200	346.26
125299	6200	141.24
125300	6200	407.84
125301	6200	611.48
125302	6200	286.75
125303	6200	393.24
125304	6200	392.20
125305	6200	1,965.04
125306	6200	488.27
125307	6200	2,528.31
125308	6200	646.90
125309	6200	1,606.00
125310	6200	149.79
938280	6200	1,732.57 Retro Merit
938297	6200	445.34
938298	6200	408.73
938299	6200	409.07
938300	6200	243.74
938301	6200	332.93
938302	6200	214.91
938303	6200	29.95
938304	6200	784.83
938305	6200	455.92
938306	6200	90.32
938307	6200	652.69
938308	6200	539.14
938309	6200	546.93
	Subtotal	<u>33,656.83</u>

Library

125311	6250	493.20
125312	6250	624.09
125313	6250	528.17
125314	6250	452.70
125315	6250	495.46
125316	6250	695.82
125317	6250	2,444.14 Regular Salary
125318	6250	362.98
125319	6250	715.65
125320	6250	639.63
	Subtotal	<u>7,451.84</u>

COLTON
Payroll Disbursement Listing
Payperiod Dates: 11/18/2017 to 12/1/2017

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
Development Services		
125321	6300	1,660.04
125322	6300	3,395.74 Regular Salary/Leave Cashout
125323	6300	1,320.40
125324	6300	2,613.73
125325	6300	1,623.19
125326	6300	3,217.99
125327	6300	4,489.61 Regular Salary
125328	6300	3,205.81
125329	6300	1,999.84
	Subtotal	<u>23,526.35</u>

Child Care		
125330	7200	1,337.42
125331	7200	632.72
125332	7200	166.61
125333	7200	1,613.06
125334	7200	514.27
125335	7200	600.97
125336	7200	818.35
125337	7200	2,006.11
125338	7200	2,604.25 Regular Salary
125339	7200	691.23
125340	7200	554.48
938310	7200	512.86
938311	7200	721.57
125341	7200	1,716.48
125342	7200	655.55
125343	7200	291.58
125344	7200	735.68
125345	7200	825.75
125346	7200	675.34
125347	7200	576.61
	Subtotal	<u>18,250.89</u>

Electric		
125348	8000	2,042.74
125349	8000	3,930.60
125350	8000	2,795.64
125351	8000	244.06
125352	8000	3,662.34
125353	8000	3,485.80
125354	8000	1,579.64
125355	8000	4,583.82 Regular Salary/OT
125356	8000	3,150.16

COLTON
Payroll Disbursement Listing
Payperiod Dates: 11/18/2017 to 12/1/2017

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
125357	8000	2,781.23
125358	8000	2,051.54
125359	8000	1,745.05
125360	8000	4,011.45 Regular Salary/OT
125361	8000	3,288.60
125362	8000	3,112.35
125363	8000	2,658.40
125364	8000	3,512.61
125365	8000	0.00
125366	8000	2,269.72
125367	8000	3,062.57
125368	8000	1,833.77
125369	8000	2,448.01
125370	8000	3,604.22
125371	8000	2,597.05
938281	8000	96.95
938282	8000	207.63
938312	8000	4,220.13 Regular Salary/OT
938313	8000	2,780.39
938314	8000	4,478.25 Regular Salary/OT
938315	8000	3,891.87
938316	8000	5,047.83 Regular Salary/OT
125372	8000	2,293.57
125373	8000	4,835.01 Regular Salary
125374	8000	1,363.65
125375	8000	509.87
125376	8000	2,331.83
125377	8000	2,301.66
125378	8000	3,074.18
125379	8000	3,035.45
125380	8000	3,481.39
125381	8000	2,905.59
938283	8000	134.54
938317	8000	2,112.24
125382	8000	1,216.73
	Subtotal	<u>114,770.13</u>

Water Utility

125383	8100	2,097.42
125384	8100	4,123.26 Regular Salary/Leave Cashout
125385	8100	2,402.39
125386	8100	2,626.00
125387	8100	2,117.43
125388	8100	1,948.28
125389	8100	2,105.29
125390	8100	2,699.30
125391	8100	1,994.80
125392	8100	2,282.44
125393	8100	2,530.03

COLTON
Payroll Disbursement Listing
Payperiod Dates: 11/18/2017 to 12/1/2017

<u>CHECK NO</u>	<u>ACTIVITY ID</u>	<u>PAYMENT</u>
125394	8100	1,663.56
125395	8100	2,547.30
938284	8100	816.83
938318	8100	2,188.01
	Subtotal	<u>34,142.34</u>

Wastewater Utility & Storm Water

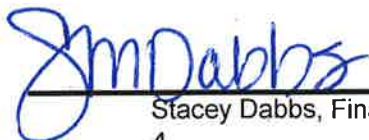
125403	8200	2,233.89
125404	8200	1,662.05
125405	8200	2,791.03
125406	8200	757.51
125407	8200	2,704.05
125408	8200	1,642.93
125409	8200	1,890.38
125410	8200	1,557.43
125411	8200	362.06
125412	8200	1,783.82
125413	8200	2,893.23
125414	8200	1,395.50
125415	8200	1,921.36
125416	8200	757.51
125417	8200	2,061.07
125418	8200	1,387.99
125419	8200	2,743.93
125420	8200	1,659.37
125421	8200	2,221.73
938285	8200	226.63
	Subtotal	<u>34,653.47</u>

Wastewater Administration

125396	8300	752.85
125397	8300	3,259.12 Regular Salary
125398	8300	3,059.65
125399	8300	450.37
125400	8300	509.87
125401	8300	3,029.15
125402	8300	2,639.81
	Subtotal	<u>13,700.82</u>

Grand Total

942,616.32



Stacey Dabbs, Finance Director



Aurelio De La Torre, Treasurer

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O-02-18

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLTON AMENDING THE COLTON MUNICIPAL CODE TO AMEND THE COLTON MUNICIPAL CODE TO AMEND THE ZONING MAP CHANGING ZONES TO CERTAIN PROPERTIES FROM M-2/SDA (HEAVY INDUSTRIAL/SENSITIVE DEVELOPMENT AREA OVERLAY) TO C-2 (GENERAL COMMERCIAL) AND R-1 (LOW DENSITY RESIDENTIAL) ZONES (FILE INDEX NO. DAP-001-482)

WHEREAS, local governments are authorized by Section 65350 of California Government Code et seq to prepare, adopt and amend general plans, and by Government Code Section 65800 et seq to prepare, adopt, and amend zoning ordinance which is consistent with the general plan; and

WHEREAS, comprehensive updates to the Land Use Element, Housing Element, and Circulation (“Mobility”) Element of the City of Colton General Plan (hereinafter “General Plan Update”) were initiated and prepared by the City of Colton; and

WHEREAS, on August 20, 2013, the City Council of the City of Colton (hereinafter “City of Colton”) adopted Resolution No. 61-13 approving the General Plan Update; and

WHEREAS, On September 20, 2016, the City Council directed staff to change the General Plan land use designations and zoning for properties on East K Street from M-2 (Heavy Industrial) to R-1 (Low Density Residential), West K Street from M-1 (Light Industrial) to R-1 (Low Density Residential) and properties on South 7th Street from R-1 (Low Density Residential) to an appropriate commercial zoning district. On October 18, 2016, the City Council approved a work plan for the general plan amendment and rezone of these properties. A total of 23 parcels are affected by this GPA/zone change.

WHEREAS, the Planning Commission of the City of Colton (“Planning Commission”) held a public hearing, after giving published notice, on September 26, 2017 to consider recommendations to the City Council of a City-initiated Amendment to the Official Zoning Map (hereinafter “Map Amendments”) for the following properties:

- **134 East K Street** (APN: 0163-081-12) – Change of Zone from M-2/SDA (Heavy Industrial/Sensitive Development Area Overlay) Zone to C-2 (General Commercial) Zone and
- **146-162 East K Street** (APNs: 0163-081-13 & 14) – Change of Zone from M-2/SDA (Heavy Industrial/Sensitive Development Area Overlay) Zone to R-1 (Low Density Residential) Zone.

WHEREAS, the staff report accompanying this resolution is found to be true, adopted as Findings and incorporated in this resolution; and

WHEREAS, the Planning Commission, following the conclusion of said hearing, recommending approval to the City Council of an Ordinance for Map Amendments and adopted Resolution No. R-35-17 recommending to the City Council the approval of the proposed Change of Zone project regarding recommendations relating properties, as described above; and

WHEREAS, The Planning Commission of the City of Colton, in accordance with the

California Environmental Quality Act (CEQA), finds that, pursuant to the California Environmental Quality Act (“CEQA”), CEQA Guidelines § 15164, a lead agency may prepare an addendum to a previously approved 2013 General Plan Environmental Impact Report (EIR) if only minor technical changes or additions are necessary and none of the conditions described in CEQA Guidelines Section 15162 have occurred. An Addendum to the EIR has been prepared and findings certifying the proposed Addendum to approved EIR will be considered by the Planning Commission., and

WHEREAS, on October 17, 2017, the City Council directed staff to bifurcate the project by removing the East K Street properties in order to address the pending Conditional Use Permit application at 190 E. K Street. Staff has removed the East K Street properties as directed by City Council to be heard as a separate item at a future date.

WHEREAS, on January 16, 2018, the City Council of the City of Colton (“City Council”) held a duly noticed public hearing at which time all persons wishing to testify in connection with the application were heard and the application was comprehensively reviewed; and

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

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

SECTION 1. Incorporation of Recitals. The City Council hereby adopts the recitals and findings set forth above and in the agenda report prepared in connection with this Ordinance.

SECTION 2. General Plan Consistency. Based on the entire record before the City Council and all written and oral evidence presented, including the staff report and the findings made in this Ordinance, the City Council hereby finds and determines that the proposed Ordinance is consistent with the goals and policies of the City of Colton General Plan, or will be consistent upon the concurrent adoption of an Amendment to the General Plan, and is reasonably related to the public welfare of the citizens of the City and surrounding regions. Specifically, the provisions of this Ordinance implement General Plan policies and/or reclassifies properties into appropriate zoning classifications, which will be consistent with new general plan land use designations, which furthers the City’s goals and policies as set forth in the City of Colton General Plan related to South Colton neighborhoods, specifically:

1. The proposed Change of Zone is consistent with the overall objectives of the Colton General Plan. Changing the existing zoning designations from these properties and applying zoning designations that will revitalize residential neighborhoods, preserve existing single family homes and eliminate to reduce conflicts between industrial activity and residential neighborhoods. The proposed change of zones are consistent with the following policies in the Land Use Element of the General Plan:

Changing M-2/SDA (Heavy Industrial/Sensitive Development Overlay) Zoning designations to C-2 (General Commercial) Zoning designation is supported by:

Policy LU-3.1: “ *Provide for land uses that allow a variety of retail, service, manufacturing, institutional, office, and recreational businesses to locate in Colton,*” in that it would allow the existing bakery manufacturer to expand into a retail / manufacturing business in the future for property located at 150 S. La Cadena Drive.

Policy LU-9.1: “*Encourage and facilitate an appropriate mix of goods and service offered in community neighborhood commercial centers,*” in that future expansion of the bakery manufacture may provide additional retail services and expanded employment opportunities for the area.

Changing “Heavy Industrial” Land Use designation to “Low Density Residential” Land Use designation is supported by:

Policy LU-18.1: “*Preserve and maintain established single-family homes in south Colton;*” in that, there are homes located on 146 and 162 East K Street that are requesting the preservation of their existing single family homes.

Goal LU-19: “*Minimize conflicts between industrial activity and residential neighborhoods in south Colton.*” in that, changing the zone would minimize and eliminate conflicts between industrial activity and residential neighborhoods in these specific South Colton neighborhoods.

Policy LU-19.3: “*Prohibit through truck traffic on residential streets in South Colton, and develop programs, such as traffic calming, to discourage use of neighborhood streets for commercial vehicle traffic;*” in that, these properties are located at the edge and within a South Colton neighborhood with no direct access to a truck route. As designated, truck will have to travel through an established residential neighborhood is prohibited for future industrial uses. Therefore, making these properties residential use because the General Plan Policy is mandatory and specific in prohibiting new through traffic on residential streets in South Colton. Truck calming for existing uses may include a number of street design elements and changing the existing M-2/SDA (Heavy Industrial/Sensitive Development Area Overlay) zone to R-1 (Low Density Residential) Zone thereby prohibiting further expansion of increasing through truck traffic on residential streets for properties located on 100 block of East K Street.

2. The proposed Change of Zone designations will not adversely affect the surrounding area or the community in general since the proposed designations will prohibit industrial uses that are most likely to have the greatest impacts on residential neighborhoods and community at large.
3. The Change of Zone will be consistent with the General Plan following adoption of this Amendment.

SECTION 3. The City Council of the City of Colton, in accordance with the California Environmental Quality Act (CEQA), finds that, pursuant to the California Environmental Quality Act (“CEQA”), CEQA Guidelines § 15164, a lead agency may prepare an addendum to a previously

1 approved 2013 General Plan Environmental Impact Report (EIR) if only minor technical changes
2 or additions are necessary and none of the conditions described in CEQA Guidelines Section 15162
3 have occurred. An Addendum to the EIR has been prepared and findings certifying the proposed
Addendum to approved EIR will be considered by the City Council, and

4 **SECTION 4.** Based on the entire record before the City Council and all written and oral
evidence presented to the Commission, the Commission finds the Zone Change is reasonably
5 related to the public welfare of the citizens of the City of Colton and the surrounding region,
pursuant to Title 18, Section 18.22 “*General Commercial Zone is intended to permit a wide range
6 of retail and commercial services, professional offices, and medical facilities. The General
Commercial designation supports higher-intensity commercial uses such as fast-food and sit-down
7 restaurants, offices, auto services, and community-wide and regional retail establishments. Since
many of these uses tend to be large in scale, appropriate locations provide regional exposure, high
8 traffic visibility, and contain sites capable of accommodating expansive floor area and customer
9 parking. The General Commercial designation should not apply to areas along low-volume
residential roadways or in the midst of a residential neighborhood,*” and Section 18.12 “*Low
10 Density Residential Zone is characterized generally by single-family detached homes on individual
lots that form a cohesive neighborhood, residential subdivisions in this category are similar to
11 those found in many of Colton's established residential tracts. Within this designation, clustering
of dwelling units may be allowed through discretionary permit process to provide additional
12 opportunity for a diversity of housing types and architectural styles and common open space areas.
New development must be compatible and similar in character to the surrounding residential
13 neighborhoods within this designation.*”

14 **SECTION 5.** Based upon the findings set forth in Sections 1, 2, and 3 of this Ordinance,
15 the City Council hereby approves the following Change of Zones:

- 16 • **134 East K Street** (APN: 0163-081-12) – Change of Zone from M-2/SDA (Heavy
17 Industrial/Sensitive Development Area Overlay) Zone to C-2 (General Commercial) Zone; and
- 18 • **146-162 East K Street** (APNs: 0163-081-13 & 14) – Change of Zone from M-2/SDA (Heavy
19 Industrial/Sensitive Development Area Overlay) Zone to R-1 (Low Density Residential) Zone
identified in attached map – Exhibit-“A.”

20 **SECTION 6. Invalidity.** If any sentence, clause or phrase of this Ordinance is for any
reason held to be unconstitutional or otherwise invalid, such decisions shall not affect the validity
21 of the remaining provisions of this Ordinance.

22 **SECTION 7. Effective Date.** This Ordinance shall become effective thirty (30) days after
its adoption in accordance with the provisions of California law.
23

24 **SECTION 8. Certification/Publication.** The City Clerk shall certify to the passage of the
Ordinance and cause the same or a summary thereof to be published within fifteen (15) days after
25 adoption in a newspaper of general circulation published and circulated in the City of Colton.

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PASSED, APPROVED AND ADOPTED on this ____ day of _____, 2018.

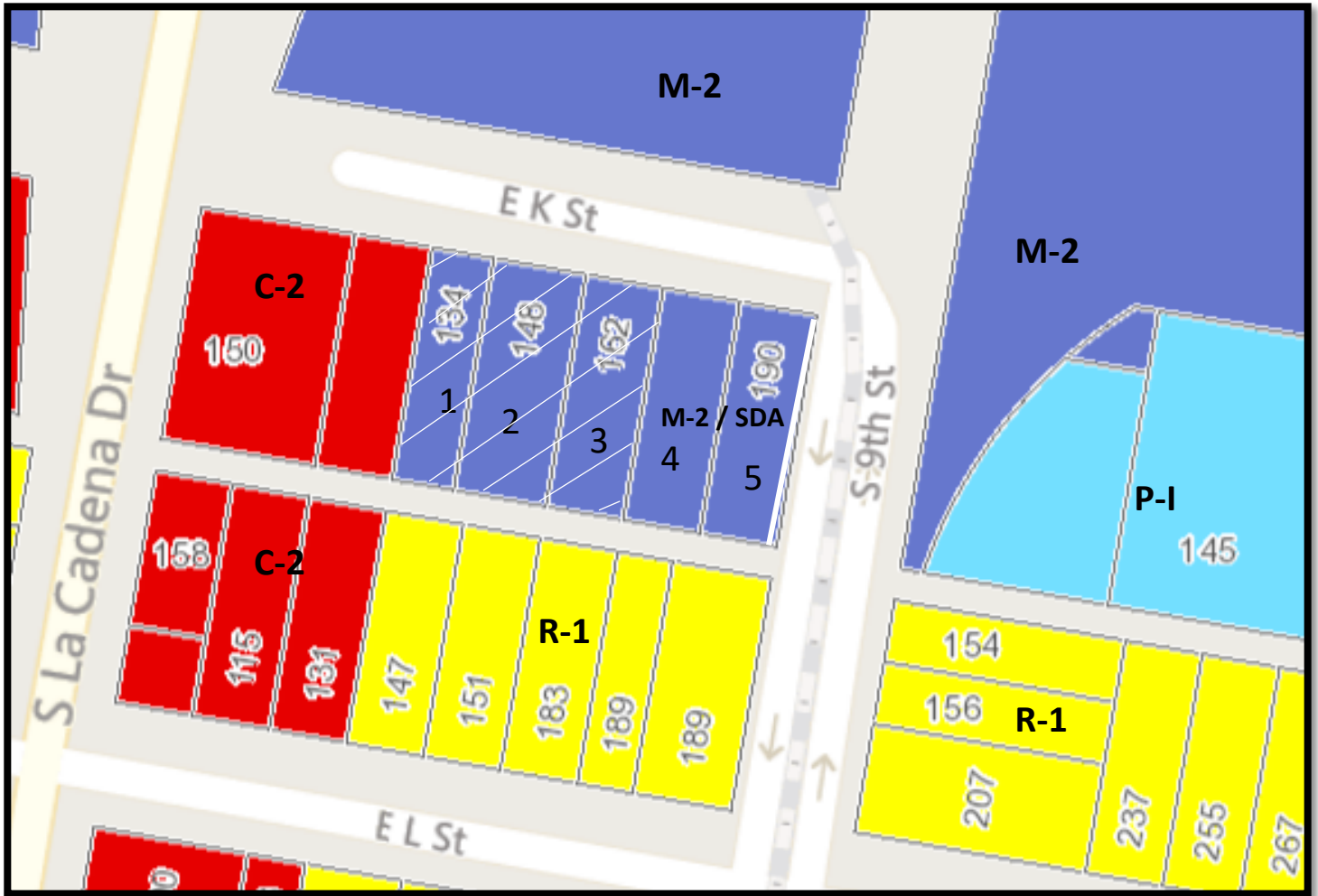
RICHARD A. DELAROSA
Mayor

ATTEST:

CAROLINA A. PADILLA
City Clerk

Exhibit-"A"

Change of Zone for 134-162 East K Street



	Address	APN	Existing Zoning Designation	Proposed Zoning Designation
1.	134 East K Street	0163-081-12	M-2/SDA (Heavy Industrial, Sensitive Development Overlay)	C-2 (General Commercial)
2.	148 East K Street	0163-081-13		R-1 (Low Density Residential)
3.	162 East K Street	0163-081-14		R-1 (Low Density Residential)
4.	190 East K Street	0163-081-15		No Change
5.	190 East K Street	0163-081-16		No Change

ORDINANCE NO. O-01-18

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLTON AMENDING VARIOUS SECTIONS OF CHAPTER 2.30 OF TITLE 2 OF THE COLTON MUNICIPAL CODE REGARDING QUALIFICATIONS AND ELIGIBILITY FOR APPOINTMENT TO A COMMISSION OR COMMITTEE AND THE TERMS OF COMMISSIONERS AND COMMITTEE MEMBERS

WHEREAS, Chapter 15.40 of the Colton Municipal Code provides the regulations necessary as a means of recognition, preservation, and maintenance of resources of cultural, aesthetic, or historical significance within the City of Colton; and

WHEREAS, the City Council wishes to amend the provisions relating to the delegated powers and duties of the Historic Preservation Commission; and

WHEREAS, the City Council wishes to delegate the powers and duties of the Historic Preservation Commission to the City of Colton's Planning Commission.

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

SECTION 1: Chapter 15.40 of Title 15 of the Colton Municipal Code is hereby amended to read as follows:

"Chapter 15.40 - HISTORIC PRESERVATION

Sections:

15.40.010 - Title.

The Ordinance codified in this chapter Shall be known as the "Historic Preservation Ordinance of the City of Colton."

15.40.020 - Purpose and intent.

The City finds, determines and declares:

- A. That the State Legislature of California, pursuant to Government Code Sections 37361 and 25373, has recognized the value of identifying, protecting, and preserving places, Buildings, Structures, and other objects of historical, aesthetic, and cultural importance and has empowered cities to adopt regulations and incentives for the protection, enhancement, perpetuation, and Use of such places, Buildings, Structures, and other objects;

- 1 B. That the City possesses many distinctive places, Buildings, Structures, and
2 neighborhoods, beautiful trees, gardens and Streetscapes, public Parks, scenic areas,
3 and urban design features (all referred to in this chapter as "resources") that enhance
4 its value as an attractive and delightful community in which to live and work;
5
6 C. That certain of these resources are of cultural, aesthetic or historical significance and
7 value because of age, architectural style, aesthetic Appeal, or association with Local
8 history;
9
10 D. That encouraging the preservation of these resources contributes to the livability and
11 beauty of the community, stimulates economic revitalization, improves Property
12 values in the City, fosters architectural creativity, increases neighborhood stability
13 and conservation, fosters public appreciation of and civic pride in the beauty of the
14 City and the accomplishments of its past, reinforces the distinctive character of the
15 community, adds to the community's understanding of its history and connection
16 with the life and values of the past, and ensures that Colton's cultural, historical, and
17 architectural heritage will be imparted to future generations;
18
19 E. That shifts in population and in the economy, changes in the way people live, and
20 changes in land Use patterns that threaten to destroy these irreplaceable and desirable
21 resources. Construction and Alterations of inferior quality and appearance are also a
22 threat to these resources;
23
24 F. That the adoption of reasonable and fair regulations is necessary as a means of
25 recognition, documentation, preservation, and maintenance of resources of cultural,
26 aesthetic, or historical significance. Such regulations serve to integrate the
27 preservation of resources and the extraction of relevant data from such resources into
28 public and private land management and Development processes, and to identify as
early as possible and resolve conflicts between the preservation of Cultural
Resources and alternative land Uses. Finally, this chapter is intended to carry out the
goals and policies of the Colton General Plan.

15.40.030 - Definitions.

For the purpose of this chapter, words, phrases and terms Shall have the meaning ascribed to them in this section:

"Adaptive Reuse" means converting a Building, Structure or site to a Use other than that for which it was designed.

"Alteration" means any exterior change or modification, through public or private action, of any Historic District or resource, or Property located within a Historic District including, but not limited to, exterior changes to or modification of structural and/or architectural details or visual characteristics such as paint color and surface texture, grading, surface paving, construction of new Structures, cutting or removal of trees and other natural features, disturbance of Archaeological sites or areas, and the placement or removal of any exterior objects such as Signs, plaques, light fixtures, Street furniture, Walls, Fences, steps, plantings, and landscape accessories affecting the exterior visual qualities of the Property.

"Archaeology" means the study of ancient peoples and customs as shown by monuments, sites, implements, inscriptions, and relics.

1 "Certificate of Appropriateness" is the Permit granted after review by the Commission,
2 approving plans to alter, demolish, move, or subdivide a Designated Historic Resource or
3 District, or for New Construction on the site of a Designated Historic Resource or District. All
4 Alterations and enhancements to Historic Resources or Districts Shall be consistent with the
5 preservation policies and provisions contained in this chapter, as deemed appropriate by the
6 Commission and Shall be verified through the Certificate of Appropriateness by the
7 Commission and the City Liaison Officer to the Commission.

8 "Certificate of Economic Hardship" is a Permit granted by the Commission to Permit an
9 Applicant to alter, move, demolish or subdivide a Designated Historic Resource or District
10 due to extreme financial privation or adversity in accordance with the procedure and findings
11 in this chapter.

12 "Commission" refers to the Planning Commission of the City of Colton acting as the
13 Historic Preservation Commission or Planning Commission.

14 "Cultural Resource" means Improvements, Buildings, Structures, Signs, features, sites,
15 places, areas, or other objects of scientific, aesthetic, educational, cultural, architectural, or
16 historical significance to the citizens of the City, State or Nation which May be eligible for
17 Designation, or Designated and determined to be appropriate for preservation pursuant to this
18 chapter.

19 "Day" means calendar Day, including all weekend Days and Holidays.

20 "Demolition" means any Act or process that destroys or damages in Part or in whole a
21 Designated Historic Resource or District or a Property identified as a Potential Historic
22 Resource or as Part of a Historic District.

23 "Design Guidelines" are principles contained in a document which illustrate appropriate
24 and inappropriate methods of rehabilitation, Alteration and construction. The purpose of the
25 Design Guidelines is to help Decision makers evaluate changes to Historic Resources and
26 Districts with regard to retaining the scale, pattern and historical character of a Historic
27 Resource or District. The Design Guidelines Shall be titled the "City of Colton Historic
28 Preservation Design Manual."

"Designation" or "Designated" means the Act of selecting, in accordance with the criteria
in this chapter, a Historic Resource or District for official City status by the Commission and
the City Council. Potential Historic Resources and Districts Shall not be deemed to have been
Designated.

"Historic District" is any area containing a concentration of Improvements, Buildings or
Structures that are fifty Years or older which have special character, special scenic and/or
urban importance, historical interest, or aesthetic value, which posses integrity of location,
design, setting, Materials, workmanship, feeling, and/or association, and/or which represent
one or more architectural periods of styles typical to the history of the City, and which have
been Designated a Historic District pursuant to this chapter.

"Historic Resource" is any Improvement, natural feature, Structure, place, site, Fence,
Gate, Wall, work of art or other object constituting a physical feature of Real Property that is
fifty Years old or older that has significant historic, architectural, or cultural value and which
have been Designated a Historic Resource pursuant to this chapter.

1 "Intrusion" is a Building or Structure that does not fit into and detracts from a Historic
2 Resource or District because of inappropriate scale, Materials, Landscaping, or other such
characteristics.

3 "Owner" means an Owner of Property either alone or in combination with others.

4 "Potential Historic District" is any area containing a concentration of Improvements,
5 Buildings or Structures that are fifty Years or older which May have special character, special
6 scenic and/or urban importance, historical interest, or aesthetic value, which posses integrity
7 of location, design, setting, Materials, workmanship, feeling, and/or association, and/or which
8 May represent one or more architectural periods of styles typical to the history of the City,
and which have not been Designated a Historic District pursuant to this chapter either because
it is in the process of being Designated or it otherwise qualifies for Designation except that
the Property Owner(s) do not consent to its formal Designation.

9 "Potential Historic Resource" is any Improvement, natural feature, Structure, place, site,
10 Fence, Gate, Wall, work of art or other object constituting a physical feature of Real Property
that is fifty Years old or older that May have significant historic, architectural, or cultural
11 value, but which has not been Designated a Historic Resource pursuant to this chapter either
because it is in the process of being Designated or it otherwise qualifies for Designation
except that the Property Owner(s) do not consent to its formal Designation.

12 "Preliminary Survey" is an informal determination by the Commission that a Historic
13 Resource or District is of potential historical or cultural significance. Such resources are to be
kept on a list by the Commission, but Shall not be deemed to be Designated Historic
14 Resources or Districts.

15 "Preservation Officer" is the City Manager who will appoint a staff liaison to the
Commission for the administration of this chapter. The staff liaison may, from time to time,
16 delegate duties as authorized by the City Manager.

17 "Register of Historic Resources and Districts" is the official City list of all Designated
Historic Resources and Districts.

18 "Survey" is the accepted method of systematically studying Potential Historic Resources
19 and Districts. It includes a physical description and a photograph of each Potential Historic
Resource and/or District, legal information from title or assessment records, statements of
20 significance according to the criteria in this chapter, and a statement of any threat to the
integrity or continued existence of the potential resource or District. The information for each
21 potential resource or District Shall be recorded on a Survey sheet.

22 15.40.040 - Historic Preservation Duties delegated.

23 The Commission is authorized to make recommendations, Decisions, and determinations
24 concerning the Designation, preservation, protection, enhancement, and perpetuation of
Historic Resources and Districts which contribute to the historical, cultural and aesthetic
25 values of the City.

26 15.40.050 – Commission—Delegated Powers and duties.

1 In addition to the powers and duties assigned by Title 18, the following additional powers
2 and duties are delegated to the Planning Commission as follows:

- 3 A. Cause to be created a document called City of Colton Historic Preservation Design
4 Manual which will serve as Design Guidelines for any Improvement of a Designated
5 historical resource or District;
- 6 B. Conduct or cause to be conducted Surveys of Structures, Buildings, places, scenic
7 areas, urban design features, and objects (resources) for the purpose of identifying
8 those of cultural, aesthetic or historical significance. This Survey is to be publicized
9 and periodically updated;
- 10 C. Recommend, in accordance with the criteria set forth in Section 15.40.080, the
11 Designation of Historic Resources and Districts and recommend the Approval of
12 Mills Act contracts to the City Council;
- 13 D. Compile and maintain a list of potential resources and Districts and a current Local
14 register of all Properties Designated as Historic Resources and Historic Districts;
- 15 E. Approve, approve conditionally, or deny Applications for certificates of
16 appropriateness and certificates of Hardship for Designated resources or Districts
17 pursuant to Section 15.40.100;
- 18 F. Review and send comments to the appropriate Commission about proposed General
19 Plan and zoning text and map changes, municipal Improvements, and housing and
20 redevelopment plans that have bearing on the protection, maintenance and
21 enhancement of Designated resources or Districts;
- 22 G. Endeavor to promote public interest in and understanding of Historic Resources and
23 Districts and their preservation;
- 24 H. Consult with and advise public officials and agencies; civic, educational,
25 professional and other agencies; and with citizens generally in relation to the
26 preservation of Historic Resources and Districts and to serve as liaison between the
27 City and historical organizations;
- 28 I. Undertake educational programs and activities in order to teach community members
methods to maintain and rehabilitate Colton's Historic Resources and Districts;
- J. Advise the City Council regarding conservation Easements, other less-than-Fee
interest in Property, and the purchase of Fee interests in Property for purposes of
historic preservation, and Development agreements for the purposes of preservation
of resources and Districts;
- K. Seek out information and advise the City Council regarding the availability and
utilization of gifts or special funds from Federal, State, and private sources;
- L. Make recommendations to the City Council in order to provide technical expertise
necessary to carry on the functions of the Commission;
- M. From time to time, to issue commendations to Owners of Historic Resources who
have rehabilitated their Property in an exemplary manner;
- N. Ensure that historic preservation is coordinated with other City activities;

- 1 O. Recommend conservation Easements for acquisition by the City and monitor those
2 acquired;
- 3 P. Preserve, restore, maintain and operate historic Properties under the ownership or
4 control of the City per City Council Approval;
- 5 Q. Contract, with prior Approval of the City Council, with County, State, or Federal
6 government, or any agency or Subdivision of the governments, or with any other
7 organization;
- 8 R. Perform any other functions that May be Designated by Resolution or motion by
9 City Council;
- 10 S. Notwithstanding duties delegated to the Commission to Designate historical
11 resources, Districts, places, etc., the Preservation Officer is authorized, on an
12 Emergency basis, to Designate same as having a historic value to be preserved. This
13 action by the Preservation Officer Shall be of no further effect unless sustained by a
14 majority vote by the Commission within sixty Days or by the City Council in the
15 Commission's absence.

16 15.40.060 - Nomination and Designation of Historic Resources and Historic Districts.

- 17 A. The Commission Shall undertake to establish and maintain a list of Historic Resources
18 and/or Historic Districts that have been nominated for Designation or identified in a
19 Preliminary Survey. An individual who presents documentation equal to that collected in
20 the Preliminary Survey May request that a resource be placed on the list. This list May
21 include single Structures or sites, portions of Structures, urban design features, man-made
22 or natural landscape elements, or works of art that are fifty Years old or older.
- 23 B. In determining the category for Designation of a resource, the Commission Shall refer to
24 the definitions contained in Section 15.40.030.
- 25 C. Criteria for Designation. The criteria, any one of which May be Used to determine
26 Designation, are as follows:
 - 27 1. It has significant character, interest, or value as Part of the Development, heritage, or
28 cultural characteristics of the City, State of California, or the United States;
 - 2. It is the site of a significant historic event;
 - 3. It is strongly identified with a Person or Persons who significantly contributed to the
culture, history, or Development of the City;
 - 4. It is one of the few remaining examples in the City possessing distinguishing
characteristics of an architectural type or specimen;
 - 5. It is a notable work of an architect or master builder whose individual work has
significantly influenced the Development of the City;
 - 6. It embodies elements of architectural design, detail, Materials, or craftsmanship that
represent a significant architectural innovation;
 - 7. It has a unique location or singular physical characteristics representing an
established and familiar visual feature of a neighborhood, community, or the City;

8. It has unique design or detailing;
 9. It is a particularly good example of a period or style;
 10. It contributes to the historical or scenic heritage or historical or scenic Properties of the City (to include, but not limited to, Landscaping, light standards, trees, Curbing, and Signs);
 11. It is located within a Historic District, being a geographically definable area possessing a concentration of historic or scenic Properties which contribute to each other and are unified aesthetically by plan or physical Development.
- D. Designation of Historic Resources and Historic Districts. Designation of resources and Designation of Districts Shall take place in accordance with the Following procedures:
1. Any Person or group owning a Historic Resource May request the Designation of a Historic Resource, or ten percent of the Property Owners in a Potential Historic District May request the Designation of a Historic District by submitting an Application for such Designation to the Commission on forms prescribed by the Historic Preservation Officer. The Commission or City Council May also initiate such proceedings on their own motion after Written consent has been obtained from the Owner of a Historic Resource or ten percent of the Property Owners in a Historic District. Historic Resources and Historic Districts that do not have the Property Owner's Permission for submittal of an Application Shall remain known as Potential Historic Resources and Potential Historic Districts.
 2. The Commission May Use the Survey process to prepare a Written report regarding the proposed Designation, including a description of the proposed Designated resource or District, reasons for its significance, criteria Used to determine eligibility, and other appropriate data.
 3. The Commission Shall schedule a Public Hearing as soon as feasible but not less than twenty-one Days after the filing of the Application. Notice Shall be published in a newspaper of general circulation in Colton not less than ten Days before the date set for the Commission hearing. The Notice Shall be filed with the City Clerk and mailed to the Applicant and Owner.
 4. In the case of a Historic Resource, Notice of the date, place, time, and purpose of the hearing Shall be given by first class mail to the Applicants, Owners, and Occupants of the Historic Resource at least ten Days prior to the date of the Public Hearing, using the name and address of such Owner(s) as shown on the latest equalized assessment rolls, and Shall be advertised once in a newspaper of general circulation in Colton at least ten Days prior to the hearing.
 5. In the case of a Historic District, Notice of the date, place, time and purpose of the hearing Shall be given by first class mail to the Applicant and Owners of all Properties within the proposed Historic District at least ten Days prior to the date of the Public Hearing, using the name and address of such Owners as shown on the latest equalized assessment rolls, and Shall be advertised once in a newspaper of general circulation in Colton at least ten Days prior to the hearing.
 6. At the conclusion of the Public Hearing for the Designation of a Historic Resource or District, the Commission Shall recommend, in no event more than thirty Days from

the date set for the initial Public Hearing, to the City Council in writing Approval, in whole or in Part, or disapproval in whole or in Part, of the proposed Designation, stating the findings of fact and the reasons for its recommendation based on the report and information brought out at the Public Hearing.

7. Following receipt of such report, the City Council Shall, within forty-five Days, consider at a Noticed Public Hearing, the Designation by resolution of each resource or District recommended for Designation by the Commission.
8. Following such Designation by the City Council, the City Clerk Shall, within thirty Days, cause to be recorded in the Office of the County Recorder Notice that such Property has been Designated and placed on the City's Register of Historic Resources and Districts. Following the recordation of such Notice, such Property Shall be subject to all the provisions of the Colton Historic Preservation Ordinance.
9. If the City Council decides not to Designate a resource or District, it May review the proposed Designation again after one Year, sooner if there are substantial changes in the Application.
10. Failure to send any Notice by mail to any Property Owner where the address of such Owner is not a Matter of public record Shall not invalidate any proceedings in connection with the proposed Designation.

E. Design Guidelines. Following Designation, the provisions of Colton's Design Guidelines Shall also apply to Historic Resources and Historic Districts. Thereafter, any Alteration, Improvement, Subdivision, Lot split, Demolition, or moving of any Designated Historic Resource or Designated Historic District Shall be subject to the review of the City in accordance with Section 15.40.100 of this chapter. The purpose of this review is to retain Buildings and their features as well as features of the site, and Streetscape and landscape features which are important in defining the historic character of the resource, District and/or its Components. The Design Guidelines Shall contain recommendations for making exterior changes to Designated and Potential Historic Resources and Districts.

15.40.070 - Amendment or rescission of Designation of Historic Resources and Historic Districts.

- A. The amendment or rescission of any Designated Historic Resource or Historic District Shall be in the Following manner:
1. The Applicant Must submit to the Commission a request in writing for the amendment or rescission of the Designation of a Historic Resource. For the amendment or rescission of the Designation of a Historic District, ten percent of the Property Owners in that District Must submit to the Commission a request in writing for such amendment or rescission. The Commission or City Council May also initiate such proceedings on their own motion.
 2. Requests for amendment or rescission of a Designated Historic Resource or Historic District Must present facts which clearly demonstrate to the satisfaction of the Commission any of the Following:

- a. The Designated Historic Resource or District has lost all historical and/or cultural significance due to catastrophe or extensive lawful Alterations performed after the resource or District was initially Surveyed;
 - b. The information relied on by the Commission and the City Council in making the original Designation was erroneous or false, or that circumstances wholly beyond the Owner's control have rendered the resource or District ineligible for historic Designation based on the criteria listed in subsection "C" ("Criteria for Designation") of Section 15.40.080 of this chapter and it would be infeasible to restore the resource or District;
 - c. Failure to approve the requested amendment or rescission would cause immediate and substantial Hardship to the Property Owner(s) which was not reasonably foreseeable at the time the resource or District was Designated.
3. The Commission Shall schedule a Public Hearing as soon as feasible, but not less than twenty-one Days after the receipt of the request for amendment or rescission. All Notice requirements for the Public Hearing Shall follow the same manner and procedures that were followed in the original Designation of the resource or District.
 4. At the conclusion of the Public Hearing for the requested amendment or rescission, the Commission Shall recommend to the City Council in writing, in no event more than thirty Days from the close of the Public Hearing, Approval, in whole or in Part, or disapproval, in whole or in Part, of the requested amendment or rescission, stating the findings of fact and the reasons for its recommendation based on the Written request for amendment or rescission, the environmental review and the information obtained at the Public Hearing.
 5. Following the receipt of the Commission's recommendation, the City Council Shall, within forty-five Days, consider at a Noticed Public Hearing the requested amendment or rescission, along with the Commission's recommendation.
 6. If the City Council approves the requested amendment or rescission, the City Clerk Shall, within thirty Days, cause to be recorded in the Office of the County Recorder Notice that the historic Designation for such resource or District has been amended or deleted from the City's Register of Historic Resources and Districts. If the City Council denies the requested amendment or rescission, it May review the request again after one Year, or sooner if there are substantial changes made to the original request.

15.40.80 - Application to Commission for Certificate of Appropriateness and certificate of Hardship.

A. Certificate of Appropriateness for Alterations, New Construction, Moving, Subdivisions, Lot Splits, and Signs.

1. A Certificate of Appropriateness issued by the Commission or the Preservation Officer is required for any exterior Alteration to any Designated Historic Resource, for New Construction on the site of a Designated Historic Resource, for the moving of a Historic Resource, and for a Lot split or Subdivision of a Historic Resource. A Certificate of Appropriateness Shall be required to erect or relocate any Sign which

1 is in a Designated Historic District or associated with a Structure in a Historic
2 District. New Construction on any Property located in a Historic District Shall also
3 require a Certificate of Appropriateness. The Development Services Department
4 Shall direct Applicants for Building Permits and Sign Permits for Designated
5 Historic Resources and Districts to apply for a Certificate of Appropriateness from
6 the Commission through the Preservation Officer. No Building, Alteration,
7 Subdivision, Demolition, or removal Permits for any exterior Improvement, Sign,
8 Building, or Structure within a Historic Resource or District Shall be issued while
9 the Public Hearing for Designation or any Appeal related thereto is pending except
10 where a Certificate of Appropriateness has been Secured.

- 11 2. Applicants are encouraged first to consult with Development Services Department
12 staff about using the Design Guidelines before submitting a formal Application. Any
13 Application for a Certificate of Appropriateness Shall be made on a form prescribed
14 by the Preservation Officer and Shall be accompanied by a Fee set by Resolution of
15 the City Council. The Application Shall include the information required by the
16 Preservation Officer, including, but not limited to, Elevation drawings of the
17 proposed Alterations, samples of proposed colors and Materials, plan view for New
18 Construction, and color photographs of all sides of any existing Structures on the
19 site.
- 20 3. The Preservation Officer Shall Use a "preservation check list" to determine if the
21 proposal is "Minor" or "major," and Shall Use the Design Guidelines to determine if
22 the proposal is compatible with the existing resource and surrounding Designated
23 resources, if any. All requests for New Construction, Subdivision, Lot splits,
24 Demolitions, or moving of a Historic Resource Shall be considered a major
25 Alteration. Applications for a Certificate of Appropriateness for major Alterations
26 Shall be reviewed and Approved by the Commission.
- 27 4. A Certificate of Appropriateness for Minor Improvements where proposed work
28 does not adversely affect the exterior Architectural Features of the Designated
Historic Resource nor adversely affect the character or historical, architectural, or
aesthetic interest or value of the Designated Historic Resource and its site, May be
Approved by the Preservation Officer. Alterations in Designated Historic Districts
May be Approved by the Preservation Officer except that major Alterations to
Designated Historic Districts, as defined in subsection (A)(3) of this section, Shall be
reviewed by the Commission.
5. The Preservation Officer Shall inform the Commission in writing of all Decisions
made regarding Minor Alterations within ten calendar Days after such determination.
All such Decisions go into effect eleven Days after a Decision unless Appealed in
accordance with Section 15.40.120 of this chapter.
6. Using the Colton Design Guidelines, the Survey, the Designation report, and the
Preservation Officer's report, the Commission Shall review any major Alterations,
Appeals of staff determinations, and Subdivisions, Lot splits, and New Construction
within Designated Historic Resources and Historic Districts and make a
determination to approve, approve conditionally, or deny the Certificate of
Appropriateness. An Approval Shall require the Commission to find that the action
proposed is consistent with this chapter and will not be detrimental to a Historic

- 1 Resource or District, or that the action is necessary to correct an unsafe or dangerous
2 condition pursuant to Section 15.40.160(A). In case of Hardship, the Applicant May
3 apply for a certificate of Hardship pursuant to subsection D of this section.
- 4 7. The Commission's Decision Shall be in writing and Shall state the findings of fact
5 and reasons relied upon in reaching its Decision.
- 6 8. After Commission Approval, the Building Official Shall issue the Permit applied for
7 provided that all requirements of City and State Codes, including the Historic
8 Building Code, are met and provided the Commission's Decision has not been
9 Appealed within ten Days of its Decision in accordance with Title 18, Section
10 18.58.100.
- 11 9. After a Permit has been issued, the Preservation Officer Shall, from time to time,
12 inspect the work Approved by the Commission in order to assure compliance. If the
13 work is not being performed in accordance with the Certificate of Appropriateness, a
14 Stop Work Order Shall be issued and all work Shall cease.
- 15 10. A Certificate of Appropriateness Shall become void unless construction is
16 commenced within eighteen Months of the date of issuance. Certificates of
17 appropriateness May be renewed for a thirty-six-month period by applying to the
18 Preservation Officer. If the Project is not completed within thirty-six Months after
19 the expiration of the last Building Permit, a new Certificate of Appropriateness Shall
20 be required to complete work.
- 21 11. Any change in the scope of the work which is determined to be a major Alteration
22 which occurs subsequent to the issuance of a Certificate of Appropriateness Shall
23 require issuance of a new Certificate of Appropriateness. Certificates of
24 appropriateness for Minor Alterations Shall be issued at the discretion of the
25 Preservation Officer upon the Written request of the Applicant.
- 26 B. Moving. A Certificate of Appropriateness for moving of a Designated Historic Resource
27 or Structure in a Designated Historic District Shall be granted if the Applicant produces
28 evidence to the satisfaction of the Commission that the Following findings May be made:
- 1 The moving will not have significant effect on the applicable goals and objectives of
2 Colton's General Plan and on the implementation of this chapter.
- 3 2. The Structure in its original setting is not of such interest or quality that it would
4 reasonably meet Federal or State criteria for Designation as a Historic Resource and
5 thus should be retained in that setting.
- 6 3. Permit procedures and Appeals are the same as those in subsection A of this section
7 and Section 18.58.100 of Title 18. Structures identified as Intrusions into Historic
8 Districts Shall not require a certificate for moving.
- 9 C. Demolition. A Certificate of Appropriateness for Demolition of a Designated Historic
10 Resource or Structure in a Designated Historic District Shall be granted if the Applicant
11 produces evidence to the satisfaction of the Commission that the Following findings May
12 be made:
- 13 1. The Demolition will not have a significant effect on the applicable goals and
14 objectives of Colton's General Plan and on the implementation of this chapter.

- 1 2. The Structure is not of such unusual design, texture or Materials that it could not be
2 reproduced or could be reproduced only with great difficulty and expense.
- 3 3. The Structure is not of such interest or quality that it would reasonably meet Federal
4 or State criteria for Designation as a Historic Resource.
- 5 4. Conversion to a new Use (Adaptive Reuse) Permitted by right under current zoning
6 or with a Conditional Use Permit, rehabilitation, or some other alternatives for
7 preserving the Structure is not feasible. A delay of up to one hundred eighty Days
8 May be Permitted to determine the feasibility of alternatives. During this time the
9 Commission May consult with civic groups, public agencies, and interested citizens.
- 10 5. A Certificate of Appropriateness Shall take effect upon Approval of a new Structure
11 either by the Planning Commission or the Building Department.
- 12 6. Permit procedures and Appeals are the same as those in subsection A of this section
13 and Section 18.58.100 of Title 18. Structures identified as Intrusions into Historic
14 Districts Shall not require a certificate for Demolition.

15 D. Certificate of Hardship. A certificate of Hardship Permitting Demolition, moving,
16 Subdivision, or a Lot split, New Construction, or Alteration which has been denied a
17 Certificate of Appropriateness May be granted under the conditions described in this
18 chapter. Application Shall be made in a form prepared by the Preservation Officer, and
19 the same procedure for Public Notice, Public Hearing, and Appeal as for a Certificate of
20 Appropriateness Shall apply.

21 A certificate of a Hardship Shall be granted only if the Owner(s) of the Designated
22 Property in question can produce evidence to show that:

- 23 1. Reasonable Use or return on the Property is not possible under the conditions of the
24 Certificate of Appropriateness; and
- 25 2. Alternative plans which would be in keeping with the interest of this chapter are not
26 feasible.

27 The Commission May delay the Decision on the Application for a period not to exceed
28 ninety Days to investigate plans to allow for a reasonable Use of or return from the Property
or other measures to preserve the Property, including selling the Property to an individual or
group that would preserve it.

The Commission Shall review the evidence and make a Written finding, stating the facts
and reasons behind the Decision. It Shall notify the Applicant by mail of the acceptance or
denial of the certificate of Hardship. Permit procedures and Appeals of certificates of
Hardship are the same as those in subsection A of this section and Section 18.58.100 of Title
18.

15.40.90 - Special review of Potential Historic Resources, Districts and nominated resources.

A. Review by Historic Preservation Officer. Any Alteration or Demolition to be conducted
at a Potential Historic Resource, Potential Historic District or nominated resource that
had not been officially Designated Shall be reviewed by the historic Preservation Officer
prior to commencing any such work to assist the Owner in maintaining the significance
of the resource and address issues of appropriateness and Designation.

- 1 B. Upon receipt of a request for Alteration or Demolition, the Historic Preservation Officer
2 Shall convene an informal meeting of the Preservation Officer, Building Official and City
3 Engineer, or their Designated Representatives (the "Recommendation Committee"), to
4 review the Application determine whether it would qualify as a Designated Historic
5 Resource or Part of Designated Historic District and make recommendations concerning
6 appropriate measures to retain the resource or District's historic, architectural, cultural
7 and aesthetic qualities if so qualified. In determining whether a resource or District
8 qualifies for Designation, the recommendation Committee Shall be guided by the
9 requirements of this chapter and Title 14, Chapter 3, Section 15064.5 of the California
10 Code of Regulations. The informal meeting Shall be convened and the Committee Shall
11 provide its recommendations within fourteen Days of the receipt of a request or the
12 request Shall be deemed Approved. If the recommendation Committee determines that
13 the resource or District does not qualify for Designation as a Historic Resource and
14 District, no further action May be taken and the Applicant May proceed with their
15 Project.
- 16 C. If the recommendation Committee determines that the resource or District qualifies for
17 Designation and imposes conditions on the Permit, the Property Owner will be requested
18 to concur and agree in the recommendations. If the Property Owner agrees to the
19 recommendations of the recommendation Committee, they Shall be made a condition of
20 the request for Alteration or Demolition. The Owner of the Potential Historic Resource or
21 Potential Historic District Shall sign an affidavit agreeing to the conditions or refusing
22 them. The affidavit and conditions of Approval Shall be posted outside City Hall and the
23 Appeal period Shall run from the date of posting.
- 24 D. If the Owner does not agree with the recommendations of the recommendation
25 Committee, the request Shall be submitted to the Commission. The Matter Shall be
26 submitted to the Commission within thirty Days from the date the Owner signs the
27 affidavit refusing the conditions of the recommendation Committee.
- 28 E. The Commission Shall consider the Matter and the reasons why the Owner refused the
conditions at a hearing. The Commission Shall have the authority to extend the review to
explore alternative solutions for making appropriate Improvements for no longer than
sixty Days and to explore Demolition alternatives for no longer than one hundred eighty
Days, unless the Owner agrees to a longer period of time.
- F. After at least one hearing before the Commission and in the event the proceedings before
the Commission have not progressed in a manner that is satisfactory to the Owner, the
Owner May request a hearing before the City Council for final Resolution. The City
Council Shall consider the Matter within forty-five Days of the request by the Owner.
The final determination by the City Council Shall be advisory and the Owner May
proceed with the Alteration or Demolition.

15.40.100 - Compliance with California Environmental Quality Act.

In conjunction with any Public Hearing or discretionary action required pursuant to this
chapter, the Preservation Officer, Commission and/or City Council Shall cause to be
conducted an environmental review of the requested action in accordance with the California
Environmental Quality Act ("CEQA"). Depending on the nature and scope of the requested

1 action, a negative declaration, mitigated negative declaration, or Environmental Impact
2 Report May need to be prepared. Such environmental documents Shall be prepared based on
3 CEQA, the State CEQA guidelines, and the City of Colton Local CEQA guidelines.

4 15.40.110 - Historic Building Code.

5 Alternative building regulations May be used for the rehabilitation, preservation,
6 restoration, or relocation of structures designated as Historic Resource Buildings. The State
7 Historic Building Code (Part 8 of Title 24 of the California Administrative Code) May be
8 used for any Historic Resource through the City's Building Permit procedure.

9 15.40.120 - Conservation Easements.

10 Conservation Easements on the facades of Buildings Designated as Historic Resource
11 May be acquired by the City or nonprofit group through purchase, donation, or condemnation
12 pursuant to California Civil Code 815.

13 15.40.130 - Maintenance and repair.

14 A. This chapter Shall not be construed to prevent the ordinary maintenance or repair of
15 exterior Architectural Features, Walls, landscapes, etc., in or on any Designated Property
16 that does not involve a change in design, Materials, or external appearance thereof, nor
17 does this chapter prevent the construction, reconstruction, Alteration, restoration,
18 Demolition, or removal of any such feature when the Development Services Department
19 certifies to the Council that such action is required for the public safety due to unsafe or
20 dangerous conditions which cannot be rectified through the Use of the State Historic
21 Building Code.

22 B. It Shall be the responsibility of the Owner of a Designated resource to maintain in good
23 repair the Building, Walls and Landscaping in order to prevent deterioration of exterior
24 architectural and scenic features. In order to prevent Demolition by neglect, the City May
25 repair a Historic Resource and treat the cost of repairs as a lien against the Property.

26 C. All such unsafe Buildings, Structures, or appendages are declared to be Public Nuisances
27 and Shall be abated by repair, rehabilitation, Demolition, or removal in accordance with
28 the procedures set forth in the Dangerous Buildings Code or such alternate procedures, as
May have been or as May be adopted by this jurisdiction. As an alternative, the Building
Official or other Employee, or official of this jurisdiction as Designated by the Governing
Body, May institute any other appropriate action to prevent, restrain, correct, or abate the
Violation.

15.40.140 - Violation—Penalties.

Every Person violating any provision of this chapter Shall be guilty of a misdemeanor. In
addition, the Following penalties May be enforced:

A. The City Attorney May maintain an action for injunctive relief to restrain a Violation
or cause, where possible, the complete or partial restoration, reconstruction or

1 replacement of any Structure demolished, partially demolished, altered or partially
2 altered in Violation of this chapter.

- 3 B. The intentional and complete Demolition of a potential or Designated Historic
4 Resource or District or any feature within a Potential Historic Resource or District in
5 Violation of this chapter May result in the denial of Building and construction-
6 related Permits for a future Use of the site or Property for a period of not to exceed
7 twenty-four Months from the date the City becomes aware of the Alteration or
8 Demolition in Violation of this chapter. The purpose of this delay is to provide the
9 City with an opportunity to study and determine appropriate mitigation measures for
10 Alteration, removal and to ensure that mitigation measure for the Alteration or
11 removal are incorporated into any future Development plans or Approvals for the
12 subject site or Property. Mitigation measure imposed by the Historic Preservation
13 Officer, Commission or City Council Shall be imposed as conditions of Approval of
14 any subsequent Permit for Development of the subject Property or site.”

15 **SECTION 2:** Severability. If any section, subsection, subdivision, paragraph,
16 sentence, clause or phrase of this Ordinance or any part thereof is for any reason held to
17 unconstitutional, such decision shall not affect the validity of the remaining portion of this
18 ordinance or any part thereof. The City Council of the City of Colton hereby declares that it
19 would have passed each section, subsection, subdivision, paragraph, sentence, clause or
20 phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision,
21 paragraph, sentence, clause or phrases be declared unconstitutional.

22 **SECTION 3:** This ordinance shall take force and effect thirty (30) after its
23 adoption.

24 **SECTION 4:** The City Clerk shall certify to the adoption of this Ordinance
25 and cause it, or a summary of it, to be published in a newspaper of general circulation printed
26 and published within the City of Colton in accordance with law.

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PASSED, APPROVED, AND ADOPTED this ____ day of January, 2018.

RICHARD A. DELAROSA
Mayor

ATTEST:

CAROLINA R. PADILLA
City Clerk

APPROVED AS TO FORM:

Best Best & Krieger LLP
City Attorney

ORDINANCE NO. O-03-18

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF COLTON AMENDING SECTION 2.30.030 OF THE
COLTON MUNICIPAL CODE RELATING TO THE
APPOINTMENT PROCEDURES FOR CITY
COMMISSIONS AND COMMITTEES

WHEREAS, Section 2.30.030 of the Colton Municipal Code describes the procedures for appointment of persons to serve on City Commissions and Committees and provides the guidance for the selection of members; and

WHEREAS, the City Council of the City of Colton, in accordance with California Government Code, Section 54974 (Maddy Act) desires to provide flexibility in appointment of members to City boards and commissions; and

WHEREAS, the amendments proposed to Section 2.30.030 to provide additional flexibility and are consistent with the requirements of the Maddy Act; and

NOW, THEREFORE, the City Council of the City of Colton, California, does 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. Section 2.30.030 of the Colton Municipal Code is hereby amended to read as follows:

“2.30.030 - Manner of appointment.

It Shall be the responsibility of each member of the City Council to nominate one individual to serve on each of the various City Commissions and Committees within the City subject to ratification by a majority vote of the City Council. In the event that a member of the City Council Shall fail to make any nomination within thirty Days of the date of his or her being sworn into office or within sixty Days of the occurrence of a Vacancy, any other member of the City Council wishing to nominate a Person to that position May do so, subject to ratification by majority vote of the City Council. The City Clerk Shall post and publish a Notice to all interested Persons indicating open or Vacant Commission and Committee positions not earlier than 20 days before or not later than 20 days after the vacancy occurs. ~~at least ten Days prior to any appointment by a Councilmember.~~ Final appointment to a Commission shall not be made for at least 10 working days after the posting of the notice in the City Clerk's office.

Notwithstanding this section, the City Council may, if it finds that an emergency exists, fill an unscheduled vacancy immediately. A person appointed to fill the vacancy shall serve only on an

1 acting basis until the final appointment is made pursuant to this section. No individual Shall serve
2 on more than one Commission or Committee. Although each member of the City Council elected
3 by a District Shall Use his or her best efforts to appoint individuals residing in that District to
4 Commissions and Committees, members of the City Council May appoint individuals not
5 residing in their Districts in their discretion in order to assure that the most interested and
6 qualified individuals serve on the various Committees and Commissions within the City.
Individuals nominated by the Mayor to serve on a Commission or Committee Shall represent the
City at large on that Commission or Committee, and May reside anywhere in the City.

7 **SECTION 3. Severability.** If any section, subsection, subdivision, sentence, clause,
8 phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the
9 decision of any court of competent jurisdiction, such decision shall not affect the validity of the
10 remaining portions of this Ordinance. The City Council hereby declares that it would have
11 adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or
12 portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions,
13 sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

14 **SECTION 4. Effective Date.** This Ordinance shall become effective thirty (30) days
15 after its adoption.

16 **SECTION 5. Publication.** The City Clerk shall certify the passage of this Ordinance and
17 shall cause the same to be entered in the book of original ordinances of said City; shall make a
18 minute passage and adoption thereof in the records of the meeting at which time the same is
19 passed and adopted; and shall, within fifteen (15) days after the passage and adoption thereof,
20 cause the same to be published as required by law, in a local newspaper of general circulation and
21 which is hereby designated for that purpose.

22 **PASSED, APPROVED AND ADOPTED** this ____ day of January, 2018.

23 _____
24 Richard Delarosa, Mayor

25 ATTEST:

26 _____
27 Carolina R. Padilla, City Clerk

28 APPROVED AS TO FORM:

Best Best & Krieger LLP
City Attorney



STAFF REPORT

DATE: FEBRUARY 6, 2018
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
 FROM: BILL SMITH, CITY MANAGER
 PREPARED BY: ARTHUR MORGAN, ECONOMIC DEVELOPMENT MANAGER
 SUBJECT: SET PUBLIC HEARING FOR FISCAL YEAR 2018-2019
 COMMUNITY DEVELOPMENT BLOCK GRANT FUND PROJECTS

RECOMMENDED ACTION

It is recommended that the City Council set a public hearing date for February 20, 2018 for Fiscal Year 2018 – 2019 Community Development Block Grant funds.

BACKGROUND

Since the Community Development Block Grant (“CDBG”) program’s inception in 1974, it has provided financial assistance to grantees for a variety of community development purposes. The U.S. Department of Housing and Urban Development (“HUD”) uses a formula to calculate the grant amount for each metropolitan city, urban county and state. CDBG funds can be used to benefit low and moderate income residents by: building roads, parks, repairing or rehabilitating housing in target areas, by providing new or increased public services to income-qualifying residents, or by funding initiatives that generate new jobs. The County of San Bernardino’s Community Development and Housing Department (“CDH”) currently provides project oversight for CDBG projects through the Urban County program, in which Colton is a partner and joint recipient.

ISSUES/ANALYSIS

In the fall of 2017, staff was advised by CDH that the submittal deadline for all CDBG proposals for fiscal year 2018-2019 funds was December 4, 2017. Those proposals were analyzed by CDH for eligibility. Eligible project proposals serving Colton residents were forwarded back to the City on January 9, 2018, for further processing. On January 10, 2018, the CDBG Ad Hoc Committee met to finalize project recommendations to be presented to the City Council on February 20, 2018. Final funding recommendations are due back to the County by March 1, 2018. Staff requests Council set a public hearing date for February 20, 2018, to establish their fiscal year 2018-2019 final funding recommendations. Eligible applications recommended for funding will be available for public review beginning February 7, 2018, at the City Clerk’s office at City Hall, 650 N. La Cadena Drive, in Colton. There are \$387,754 in CDBG funds available to Colton for fiscal year 2018-2019.

FISCAL IMPACTS

CDBG Funded projects completed by the City are 100% reimbursable. Funded capital improvement projects will be included in the 2018-2019 Capital Improvement Program, and will be included in the City's budget. Funded public service projects will be included in the City's budget by the Community Services Department.

ALTERNATIVES

1. Provide alternative direction to staff.

ATTACHMENTS

Attachment A: 2018 – 2019 CDBG Project Public Hearing Notice

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to the public that the City Council of the City of Colton will hold a public hearing in the Council Chambers of the City Hall, located at 650 North La Cadena Drive, on **TUESDAY, FEBRUARY 20, 2018** at 6:00 P.M., or as soon thereafter as the matter may be heard, to consider the following actions:

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT
PRIORITY RECOMMENDATIONS FOR FISCAL YEAR 2018/2019
CDBG FUNDS.**

Copies of project proposals eligible and recommended for funding are available for public inspection in the Office of the City Clerk at 650 North La Cadena Drive, Colton, California.

The open session of the City Council begins at 6:00 P.M. that evening in the Council Chambers located at 650 North La Cadena Drive.

If you challenge the proposed action in court, you may be limited to raising only those issues that you or someone else raised at the public hearing described in this Notice, or in written correspondence delivered to the City Council at, or prior to, the public hearing.

Dated: _____, 2018

/s/

CAROLINA R. PADILLA
City Clerk
City of Colton

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STAFF REPORT

DATE: FEBRUARY 6, 2018
TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
FROM: BILL SMITH, CITY MANAGER *BS*
PREPARED BY: MARK TOMICH, DEVELOPMENT SERVICES DIRECTOR *MT*
SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH PLACEWORKS, INC. FOR ENVIRONMENTAL SERVICES ON BEHALF OF HOWARD INDUSTRIES – 1600 AGUA MANSA RD. (DAP-001-483)

RECOMMENDED ACTION

It is recommended that the City Council authorize the City Manager to execute the attached Professional Services Agreement (PSA) with PlaceWorks, Inc., in the amount of \$47,155 to provide environmental services on behalf of Howard Industries – 1600 Agua Mansa Road (DAP-001-483), as per the terms of the PSA, including exhibits attached thereto.

BACKGROUND

The City has received applications for a **Modification of Entitlement of Architectural and Site Plan Review** (DAP-001-105, DAP-001-269, DAP-001-368, & DAP-001-439) to allow the expansion of a 280,404 sq. ft. warehouse currently under construction by 60,060 square feet on property measuring approximately 42.67-acres located at 1600 Agua Mansa Road within the M-2 (Heavy Industrial) Zone.

ISSUES/ANALYSIS

Staff has recommended that one of the City's pre-qualified environmental consultants, PlaceWorks, Inc., be selected to prepare the environmental documentation. The applicant will independently cause to be prepared a traffic impact analysis, biological resources review, air quality/greenhouse gases emissions review, noise assessment and cultural resources review.

Based on review of the application, the proposed project will be expanding 60,060 square feet to the east side of the 280,404 square foot industrial building presently under construction and onto adjacent property. Lot lines will also need to be adjusted. Although this expansion is determined to be minor and to insure compliance with CEQA, a new traffic impact analysis (TIA), biological and air quality analysis will be required as part of an Addendum to the existing approved Mitigated Negative Declaration.

FISCAL IMPACTS

The full amount of the \$47,155.00 cost of consultant services will be funded through a Deposit Account established on behalf of the applicant. There is no financial impact to the City.

ALTERNATIVES

1. Provide alternative direction to staff.

ATTACHMENTS

1. Professional Services Agreement with PlaceWorks, Inc.
2. Scope of Services
3. PlaceWorks Standard
4. Schedule of Services
5. Compensation

**CITY OF COLTON
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of February, 2018 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 PlaceWorks, Inc, a Corporation with its principal place of business at 3 MacArthur Place, Suite 1100, Santa Ana, California 92707 (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Consultant.

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

2.2 Project.

City desires to engage Consultant to render such services for the Howard Industries Industrial project (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

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

3.1.2 Term. The term of this Agreement shall be from February 12, 2018 to May 31, 2018, 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.

(BB&K: 1-14)

3.2 Responsibilities of Consultant.

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

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

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

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

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

3.2.6 Consultant's Representative. Consultant hereby designates Kent Norton, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's

Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

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

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

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

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

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

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

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

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

3.2.10.5 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of

City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

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

3.2.10.7 Water Quality.

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

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

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

3.2.11 Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed forty seven thousand and one hundred and fifty five dollars (\$47,155.00) without written approval of City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

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

3.4 Termination of Agreement.

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

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

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

3.5 Ownership of Materials and Confidentiality.

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

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

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

3.5.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the

indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

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

3.6 General Provisions.

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

Consultant:

JoAnn C. Hadfield, Principal
PlaceWorks, Inc.
3 MacArthur Place, Suite 1100
Santa Ana, California 92707

City:

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

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

3.6.2 Indemnification.

3.6.2.1 Scope of Indemnity. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged

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

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

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

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

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

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

3.6.7 Assignment or Transfer. Consultant shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the

prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the 6th day of February, 2018

CITY OF COLTON

By: _____
William R. Smith
City Manager

Attest: _____
Carolina R. Padilla
City Clerk

**LSA, Associates, Incorporated
a CORPORATION**

By: _____
Signature

Jo Ann C. Hadfield

Principal

EXHIBIT “A”
SCOPE OF SERVICES



January 11, 2018

Mario Suarez, AICP, CNU-A
Planning Manager
City of Colton
Development Services Department
659 N. La Cadena Drive
Colton, CA 92324

Subject: Proposal to prepare an Addendum to the 2013 Mitigate Negative Declaration for the Agua Mansa Logistics Center [P2017-1222S]

Dear Mr. Suarez:

PlaceWorks has revised our proposal to allow the Applicant (Howard Industrial Partners) to expedite the analysis by contracting directly with Michael Baker International (Michael Baker) for due diligence work on the traffic study.

We understand the City of Colton's objective for defensible environmental documentation pursuant to the California Environmental Quality Act (CEQA), as well as the Applicant's desire to move forward with the environmental and technical analysis for the Proposed Project in a timely and thorough manner. Based on our review of the materials provided to us and our understanding of the Proposed Project and CEQA, the project would be eligible for processing with an Addendum to the Initial Study/Mitigated Negative Declaration (IS/MND), which was adopted by the City in 2013. Additionally, there have been two subsequent modifications to the project that were approved by the City in 2016 and 2017 (see Project History, below).

The Addendum will analyze project-specific impacts as well as any changes in circumstances since the MND was adopted that could result in new or greater significant impacts than were identified in the 2013 MND or 2016 Addendum. The Addendum will include a completed environmental checklist and associated discussion that compares the Proposed Project with the Approved Project. We will use the City's standard checklist. We do not anticipate any new or greater significant impacts, and we believe that the Addendum would provide adequate CEQA clearance for the Proposed Project; however, a greater significant impact is possible—specifically, to air quality, greenhouse gas emissions, biological resources, and/or traffic associated with the addition of 60,060 square feet and/or 4.66 acres. Therefore, technical studies for these topical areas are proposed.

JoAnn Hadfield, Principal, will be the principal-in-charge and serve as an advisor for the CEQA assessment to ensure legal defensibility and quality control. Nicole Vermilion, Associate Principal, will serve as project manager and the City's primary, day-to-day contact. JoAnn and Nicole will be supported by our in-house technical experts, graphics team, and technical editing and clerical staff. For the transportation analysis, we have included MBI to evaluate potential transportation and traffic impacts associated with the additional building square footage. For the biological resources analysis, we have included Alden Environmental to evaluate potential biological resources impacts associated with the 4.66-acre addition.



Acknowledgment

This proposal shall remain valid for a period of 90 days from the time of submittal. The attached Service Authorization, which includes our General Terms of Consulting Agreement, is a part of this proposal. If the contents of this Proposal and Agreement are satisfactory, please indicate your approval by signing the Service Authorization and sending it to our Corporate office. As Associate Principal, I am authorized to bind PlaceWorks and the project team to the contents of this proposal.

We look forward to working with you to bring about the successful completion of this project. If you have any questions regarding the contents of this proposal, please feel free to contact the undersigned.

Respectfully submitted,

PLACEWORKS

A handwritten signature in blue ink, appearing to read "Nicole Vermilion", with a long horizontal flourish extending to the right.

Nicole Vermilion
Associate Principal

Understanding of the Project

The Agua Mansa Logistics Center project site encompasses seven parcels in the City of Colton on Agua Mansa Road; six were part of the original development approvals, and the seventh is 4.66 gross acres. The six original parcels are 1350 to 1600 Agua Mansa Road in the City of Colton.

PROJECT HISTORY

The project approvals by the City of Colton are listed below:

- » **2013 MND:** The City prepared an IS/MND for a project that consisted of 808,500 square feet of warehouse distribution center on a 41-acre site. The project site encompassed six parcels at 1350 to 1600 Agua Mansa Road. The MND was approved by the City of Colton Planning Commission in November 2013.
- » **2016 Addendum:** An Addendum to the 2013 MND was prepared in February 2016 to evaluate a modified project consisting of a 200,000-square-foot warehouse fulfillment center on the 41-acre site.
- » **2017 Approved Project:** In October 2017, the City approved a Minor Modification to the development approvals for the 41-acre site to allow for a 280,404-square-foot warehouse (additional 80,404 square feet).

As of January 2018, the 280,404-square-foot warehouse building is under construction and near completion.

PROPOSED PROJECT

The Developer, Howard Industrial Partners, is requesting approval for an additional 60,060 square feet on the 280,404-square-foot warehouse, for a total of 340,464 square feet. The expanded warehouse would require an additional 4.66 gross acres (4.08 net acres) on the eastern boundary.

Approach

The CEQA Guidelines state that an EIR's description of existing physical conditions at the time of the notice of preparation should "normally" be used as the baseline for determining whether a potential effect is significant" (CEQA Guidelines § 15125, subd. (a)). However, for supplemental review under CEQA (Addendums, Supplemental and Subsequent EIRs), the previously approved project serves as the baseline to evaluate the impacts of the proposed changes to the project. If the revised project would result in new significant impacts, then a Supplemental of Subsequent EIR is required. Where the revisions to the project would not result in new or substantially greater significant impacts, and would require minor technical changes, the revised project is eligible to be processed with an Addendum. In this instance, where there has previously been extensive environmental review, the City has determined that an Addendum is the appropriate CEQA document for the proposed changes to the Project. Pursuant to *Sierra Club v. City of Orange* (2008) 163 Cal.App.4th 523, the CEQA baseline for the addendum is the 2017 Approved Project and not the project approved in 2013. However, the analysis conducted in 2013 for the MND evaluated a substantially larger project and can be used extensively to describe potential impacts associated with the Proposed Project.

The Proposed Project includes an additional 4.66 acres (gross) not analyzed in the 2013 MND. A supplement to the Water Quality Management Plan has been prepared to address the stormwater treatment requirements for the additional acreage. However, this area was not included in the original

biological resources surveys. Therefore, we have included a biological resources evaluation to document the site conditions on the additional 4.66-acre site.

Scope of Work

TASK 1. TECHNICAL ANALYSES

Based on our assumptions and understanding, the following technical analyses/studies have been or will be prepared by the Applicant's technical consultants and will be available for our effort. The technical analyses/studies are assumed to contain all information necessary to evaluate impacts associated with the Proposed Project. PlaceWorks will incorporate the results of these technical analyses/studies into the IS/MND.

- » Conceptual site plan, landscape plan, grading plans, and building elevations/renderings
- » Water Quality Management Plan
- » Amendment to the WQMP for the additional 4.66-acre (4.08 net) expansion
- » Hydrology study

Additionally, this proposal has been amended, at the request of the Applicant and City, to allow for Michael Baker to conduct the due diligence work needed for the Traffic Study (see Task 1.3 below). It is our understanding that the Applicant will contract directly with Michael Baker for:

- » Developing the Scoping Agreement
- » Data Collection and Study Area

PlaceWorks and/or our Subconsultants will prepare/conduct the following technical analyses/studies in support of the Addendum. The technical analyses/studies will be included as appendices to the Addendum.

Task 1.1. Air Quality and GHG Emissions (PlaceWorks)

PlaceWorks will prepare an air quality and greenhouse gas (GHG) emissions analysis to evaluate potential impacts from the construction and operation of the additional 60,060-square-foot warehouse on the additional 4.66 acres. The analysis will be consistent with the current methodology of the South Coast Air Quality Management District. Modeling of criteria air pollutant emissions and GHG emissions will be conducted using the California Emissions Estimator Model (CalEEMod). The construction phase regional emissions inventory will be based on the construction schedule for the project, construction duration, demolition debris and soil haul volumes (if applicable), and anticipated construction equipment for each construction subphase, as provided by the Applicant. The operational phase emissions will be based on the weekday and weekend daily trip generation provided by MBI (see below).

Deliverable(s):

- Air Quality and GHG Emissions Analysis, to be included as an appendix to the Addendum

Task 1.2. Biological Resources (Alden Environmental)

Alden Environmental (Alden) will prepare a Biological Resources assessment for the additional 4.66-acre site.

Site Reconnaissance

Alden will conduct a site visit to confirm/update the biological resources mapping within the expansion area limits. Vegetation mapping will be conducted in accordance with the approach used in the previous biological study and approved CEQA document. Sensitive plant and animal species observed during the site visit also will be recorded. During the field visit the site will be evaluated for the potential to support sensitive plant and animal species. Additional surveys may be recommended if there is onsite habitat for other species that may require surveys. A sensitive biological resources map of the site will be prepared and submitted to Client.

Biological Resources Letter Report

Alden will prepare a biological resources letter report for submittal to the City of Colton in support of the project's environmental review process. The letter will comply with City standards and present the results of fieldwork conducted and identify changes that may have occurred since the larger project was approved. The letter will evaluate changes, if any, to determine if the proposed expansion would result in any new significant impacts would result. The impact analysis will be based on a single development footprint, to be provided by Applicant. This task includes one round of revisions following City review.

Deliverable(s):

- Biological Resources Letter (electronic copy)

Task 1.3. Transportation and Traffic (Michael Baker)

Michael Baker International (Michael Baker), will complete the following tasks in support of an updated traffic impact analysis and preparation of an updated Traffic Study Report for the Proposed Project.¹

Task 1.3.1. Traffic Forecast Development

The traffic analysis for the proposed project will analyze traffic conditions for the following six (6) analysis scenarios:

1. Existing Conditions (2018);
2. Existing Plus Project Conditions;
3. Project Opening Year Cumulative (2020) Without Project Conditions;
4. Project Opening Year Cumulative (2020) With Project Conditions;
5. Horizon Year (2035) Without Project Conditions; and
6. Horizon Year (2035) With Project Conditions;

The analysis will study typical weekday (Tuesday, Wednesday, or Thursday) conditions for the above analysis scenarios when the Proposed Project and surrounding roadway circulation system are forecast to experience peak traffic conditions in the AM peak hour and the PM peak hour:

- » Project Traffic Generation. Michael Baker will derive forecast Project trip generation based on the Institute of Transportation Engineers (ITE) Trip Generation Manual (10th Edition, 2017) or other source as directed by agency staff.
- » Cumulative Project Traffic Forecast. Michael Baker International will coordinate with County of San Bernardino staff to identify an annual traffic growth rate to account for ambient background growth in

¹ Michael Baker has contracted directly with the Applicant for tasks involving Development of the Scoping Agreement and Data Collection and Study Area.

the vicinity of the project site. The County may also identify a list of pending and approved cumulative projects for inclusion in the cumulative traffic forecast. The study will identify the number of daily and peak hour trips forecast to be generated by cumulative projects, using trip generation rates contained in the ITE Trip Generation Manual (10th Edition, 2017) or other source as directed by agency staff.

- » Horizon Year 2035 Traffic Forecast. Consistent with the San Bernardino County Congestion Management Plan (CMP) Traffic Impact Analysis (TIA) guidelines, Michael Baker will coordinate with County of San Bernardino staff to obtain 2035 San Bernardino Traffic Analysis Model (SBTAM) traffic forecast that are the most appropriate source for background long-range traffic projections for the study area. To avoid conflicts and redundancy among TIA reports in the study area, the San Bernardino County CMP TIA guidelines recommend that local jurisdictions use the results of the background forecast from prior acceptable TIA reports as the basis for background forecast for other subsequent TIA reports.

Task 1.3.2. Traffic Impact Analysis

The analysis will assess the intersection level of service conditions at the eleven (11) study intersections for the six (6) analysis scenarios identified above. Michael Baker will utilize the Synchro Version 8 analysis software to assess traffic conditions at the study intersections based on the Highway Capacity Manual (HCM) analysis method. If the analysis indicates the proposed project will significantly impact a study intersection based on applicable agency thresholds of significance, mitigation measures will be recommended to eliminate or reduce the impact in accordance with agency guidelines. The analysis will document forecast operating conditions after implementation of recommended mitigation measures, if necessary.

Task 1.3.3. Traffic Study Documentation

The methodologies and results of the traffic analysis shall be documented and summarized in a written traffic impact analysis report prepared under the direction of a Professional Traffic Engineer. A preliminary draft report will be submitted to the City for review and comment. This scope of work assumes one revision to the draft report based on City comments.

Deliverable(s):

- Draft Traffic Impact Report (electronic copy)
- Final Traffic Report (electronic copy)

Task 1.3.4. Meetings and Coordination

Michael Baker staff will work closely with City of Colton staff to ensure that all traffic study requirements set forth in the scoping agreement are met. We have included provisions in the budget for one conference call meeting and project coordination. Michael Baker has budgeted four (4) hours for meetings and project coordination. If requested, Michael Baker will be available to attend additional meetings on a time and materials basis as an addendum to this scope of work.

Deliverable(s):

- 1 conference call
- 4 hours of meetings

TASK 2. ADDENDUM

Task 2.1. Screencheck Addendum

PlaceWorks will prepare an Addendum for the Proposed Project in conformance with CEQA, the CEQA guidelines (Section 15164), and the City of Colton CEQA Procedures. The Addendum will:

- » Focus on the proposed changes to the adopted development land use intensities compared to the Approved Project.
- » Update the environmental conditions for each of the environmental topics that were evaluated in the 2013 MND and 2016 Addendum to determine if there are any changes in circumstances that would result in any new significant impacts not previously identified.

The Addendum will include a completed environmental checklist and associated discussion that compares the Proposed Project to the Approved Project. We will use the City's standard Initial Study environmental checklist form and include findings of the environmental effects of the project compared to the 2013 MND, as modified in the 2016 Addendum. We will rely on and make use of the analysis and mitigation measures in the 2013 MND.

Please note that, unlike other CEQA documents (e.g., EIR, MND), an Addendum does not require a public review period. Because of this, AB 52 Tribal Consultation is not triggered by an addendum.

PlaceWorks will coordinate with the City to obtain any additional or updated information for the Proposed Project, including technical reports and construction equipment and schedule information. Project site plans, elevations, grading plans, utility plans, and landscaping plans (as available) will also be used to accurately evaluate project-related impacts.

The completed screencheck Addendum will be submitted to the City for review and comment. For the purposes of this proposal, we assume that **one round of review** of the screencheck Addendum by the City will be necessary. Modification to the scope of work, budget, and time frame may be necessary if additional screencheck reviews are required.

Deliverable(s):

- Screencheck Addendum (electronic copy only)

Task 2.2. Final Addendum

Upon receipt of comments from the City on the screencheck Addendum, PlaceWorks will revise the Addendum accordingly. Upon approval of the final Addendum, we will reproduce the final Addendum and related appendices and submit the final document to the City.

Deliverable(s):

- Final Addendum (15 hard copies + electronic copies)

TASK 3. CERTIFICATION DOCUMENTS

Since an addendum does not require public review, formal responses to public/agency comments on the Addendum are not anticipated. PlaceWorks will prepare the Mitigation, Monitoring, and Reporting Program and the Notice of Determination, as documented below:

- » **Mitigation Monitoring and Reporting Program.** An addendum cannot have new mitigation; however, mitigation measures in the previous MND may be refined to address changes to the project or availability of new mitigation associated with new technology or conditions. Therefore, PlaceWorks will refine the existing Mitigation Monitoring and Reporting Program (MMRP) for the City's review and approval, if needed, to address minor changes to the mitigation measures.
- » **Notice of Determination.** PlaceWorks will prepare the Notice of Determination (NOD). However, our scope of work assumes that the City will file the NOD with the San Bernardino County Clerk-Recorder. It is assumed that California Department of Fish and Wildlife (CDFW) fees were paid at the time of the original NOD filing for the Certified EIR with the San Bernardino County Clerk-Recorder. If the receipt of payment is available, repayment of these fees is not warranted.

Deliverable(s):

- MMRP (electronic copy)
- NOD

TASK 4. PROJECT MANAGEMENT

Task 4.1. Project Management

PlaceWorks will coordinate closely with the City to ensure that the Addendum and associated documents are legally defensible, accurate, and useful to decision makers when considering the approval of the Proposed Project. Project management responsibilities include: task scheduling and assignment; management of resources; monitoring of costs and schedule adherence; management and coordination of subconsultants, including contract administration and accounting; and coordination and communications with the City. This task is based on 1 hour per week of the Project Manager's time for the duration of the project. PlaceWorks has assumed that approval of the Addendum can be completed within three months. If this schedule is extended beyond the control of PlaceWorks, a budget augment may be requested for this task.

Task 4.2. Optional Task – Meetings and Hearings

At the request of the City, PlaceWorks project manager will attend up to two in-person meetings/hearings at the City.

Deliverable(s):

- Optional Task – Up to 2 Meetings and/or Hearings (Project Manager)

Proposed Schedule

The schedule is based on the availability of a complete project description, supporting technical analyses/studies (as described above), and receipt of the authorization to proceed and signed contract. Michael Baker will prepare the TIA within six weeks of approval of the scoping agreement with City. The preparation and processing of an addendum and all associated technical analyses/studies is anticipated to require approximately three months to complete and assumes City approval of our contract by February 6. PlaceWorks will work to meet the scheduling objectives of the City and Applicant.

EXHIBIT “B”
SCHEDULE OF SERVICES

Table 1. Proposed Schedule

TASK	DATE DUE
Task 1 – Technical Studies	March 2018 (8 weeks)
Task 2 – Addendum	Screencheck: April 2018 (4 weeks) Final: April 2018 (1 week)
Task 3 – Certification Documents	Within 5 days of project approval by City Council

EXHIBIT “C”
COMPENSATION

Cost Estimate

PlaceWorks will complete the environmental and technical services outlined in this proposal for a fee not to exceed \$44,765 (see Table 2). Costs are billed on a time-and-materials basis and are based on PlaceWorks' 2017 Standard Fee Schedule, provided below Table 2.

Table 2. Cost Estimate

TASK	COST
Task 1 – Technical Studies	\$26,325
Task 1.1 – Air Quality and GHG Emissions	5,325
Task 1.2 – Biological Resources	3,700
Task 1.3 – Transportation and Traffic	16,500
Task 2 – Addendum	\$13,655
Task 2.1 – Screencheck Addendum	12,090
Task 2.2 – Final Addendum	1,565
Task 3 – Certification Documents	\$890
Task 3.1 – Mitigation, Monitoring, and Reporting Program	750
Task 3.2 – Notice of Determination	140
Task 4 – Project Management	\$3,080
Task 4.1 – Project Management	3,080
Subtotal	\$43,950
Reimbursables	\$815
GRAND TOTAL	\$44,765
Optional Task 4.2 – Meetings and Hearings	2,390
GRAND TOTAL With Optional Task	\$47,155

Subconsultant costs are billed at cost plus 10%.

Reimbursable expenses are billed at our current rates plus 2% of labor for office expenses.

Mileage is billed at the current IRS-approved rate.

PlaceWorks – 2018 Standard Fee Schedule

STAFF LEVEL	HOURLY BILL RATE
Principal	\$205-\$310
Associate Principal	\$185-\$225
Senior Associate/Senior Scientist	\$155-\$195
Associate/Scientist	\$120-\$165
Project Planner/Project Scientist	\$100-\$135
Planner/Assistant Scientist	\$85-\$110
Graphics Specialist	\$65-\$140
Clerical/Word Processing	\$45-\$125
Intern	\$60-\$85

Subconsultants are billed at cost plus 10%.

Mileage reimbursement rate is the standard IRS-approved rate.



STAFF REPORT

DATE: FEBRUARY 6, 2018
TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
FROM: BILL SMITH, CITY MANAGER
PREPARED BY: DAVID KOLK, Ph.D., UTILITIES DIRECTOR
SUBJECT: PIPELINE CROSSING LICENSE AGREEMENT FOR 24 INCH WATERLINE TRANSMISSION PROJECT

RECOMMENDED ACTION

It is recommended that the City Council approve the Pipeline Crossing License Agreement with BNSF Railway Company for the 24 inch Waterline Transmission Project, and authorize the City Manager to sign and execute the Agreement.

BACKGROUND

The construction of a new 24-inch water transmission mainline is proposed, pursuant to the City of Colton recent Water Master Plan (2016) to meet a portion of the City's anticipated water requirements over the next ten to twenty years. The City of Colton Water Master Plan includes the construction of approximately 4 miles of new 24-inch transmission mains by the year 2020 in order to effectively meet the recommended water production capacity and supply of the City. The proposed project shall alleviate operations on transporting the water from the wells to the reservoirs while increasing the efficiency during its operations and peak demand. In addition, the construction of a 24-inch water transmission mainline project is an essential component for the City's future developments and reliable supply to the residents.

On December 20, 2016, Council approved the award of the Engineering Design Services and Construction Management for the Water Transmission Mainlines Project to Krieger and Stewart Engineering Consultants.

ISSUES/ANALYSIS

The preliminary plans and specifications for the 24 inch Waterline Transmission Project were completed on December 1, 2017. The Project is now ready for bidding and construction. As required by BNSF, the City is required to enter into a Pipeline Crossing License Agreement with BNSF (Exhibit A).

ENVIRONMENTAL

On December 17, 2017, the City Council approved the adoption of the California Environmental Quality Act (CEQA) Initial Study/Mitigated Negative Declaration (IS/MND) for the 24 Inch

Transmission Pipeline Project. As required by the California Environmental Quality Act (CEQA) Guidelines Sections 15072 and 15073, a Notice of Intent (NOI) to adopt an IS/MND was sent to responsible agencies and trustee agencies in addition to various public agencies. The NOI was published in the Press Enterprise on October 12, 2017. The IS/MND was circulated for public review from October 12, 2017 to November 11, 2017. Copies of the IS/MND were made available for public review at the City of Colton Development Services Department, Colton City Clerk, and Public Works Department.

FISCAL IMPACTS

The fees for the Pipeline Crossing License Agreement is \$7,400. Funds for this project are budgeted and available in the Water Fund Capital Improvement Mainline Replacement Account Number 521-8100-8106- 3890.

ALTERNATIVES

1. Provide alternative direction to staff.

ATTACHMENTS

1. Exhibit A – Pipeline Crossing License Agreement

Exhibit A

Agreement

PIPELINE LICENSE

THIS PIPELINE LICENSE ("License") is made to be effective _____, 2018, (the "Effective Date") by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("Licensor") and **CITY OF COLTON** ("Licensee").

In consideration of the mutual covenants contained herein, the parties agree to the following:

GENERAL

1. **Grant of License.** Licensor hereby grants Licensee a non-exclusive license, subject to all rights, interests, and estates of third parties, including, without limitation, any leases, use rights, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, to construct and maintain, in strict accordance with the drawings and specifications approved by Licensor as part of Licensee's application process (the "**Drawings and Specifications**"), One (1) pipeline, 24.5 inches in diameter inside a Forty Two (42") inch steel casing (collectively, the "**Pipeline**"), across or along Licensor's rail corridor at or near the station of Colton, County of San Bernardino, State of California, Line Segment 7602, Mile Post 3.86 as shown on the attached Drawing No. 70848, dated September 26, 2017, attached hereto as **Exhibit "A"** and incorporated herein by reference (the "**Premises**").
2. **Term.** This License shall commence on the Effective Date and shall continue for a period of fifty (50) years, subject to prior termination as hereinafter described.
3. **Existing Improvements.** Licensee shall not disturb any improvements of Licensor or Licensor's existing lessees, licensees, easement beneficiaries or lien holders, if any, or interfere with the use, repair, maintenance or replacement of such improvements.
4. **Use of the Premises.** Licensee shall use the Premises solely for construction, maintenance, and use of the Pipeline in accordance with the Drawings and Specifications. The Pipeline shall carry water, and Licensee shall not use the Pipeline to carry any other material or use the Premises for any other purpose.
5. **Alterations.** Except as set forth in this License, Licensee may not make any alterations to the Premises or permanently affix anything to the Premises or any buildings or other structures adjacent to the Premises without Licensor's prior written consent.

COMPENSATION

6. **License Fee.** Licensee shall pay Licensor, prior to the Effective Date, the sum of Seven Thousand Four Hundred and No/100 Dollars (\$7,400) as compensation for the use of the Premises.
7. **Costs and Expenses.**
 - 7.1 For the purpose of this License, "cost" or "costs" and "expense" or "expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.
 - 7.2 Licensee agrees to reimburse Licensor (pursuant to the terms of **Section 8** below) for all costs and expenses incurred by Licensor in connection with Licensee's use of the Premises or the presence, construction and maintenance of the Pipeline, including but not limited to the furnishing of Licensor's flaggers and any vehicle rental costs incurred. Licensee shall bear the cost of flagger services and other safety measures provided by Licensor, when deemed necessary by Licensor's representative. Flagging costs shall include, but not be limited to, the following: pay for at least an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays (as applicable); vacation allowance; paid holidays (as applicable); railway and unemployment insurance; public liability and property damage insurance; health and welfare benefits; transportation; meals; lodging and supervision.

Negotiations for railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase flagging rates. Flagging rates in effect at the time of performance by the flaggers will be used to calculate the flagging costs pursuant to this **Section 7**.

8. **Payment Terms.** All invoices are due thirty (30) days after the date of invoice. If Licensee fails to pay any monies due to Licensor within thirty (30) days after the invoice date, then Licensee shall pay interest on such unpaid sum from the due date until paid at an annual rate equal to the lesser of (i) the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2-1/2%), or (ii) the maximum rate permitted by law.

LICENSOR'S RESERVED RIGHTS

9. **Reserved Rights of Use.** Licensor excepts and reserves the right, to be exercised by Licensor and any other parties who may obtain written permission or authority from Licensor:
- 9.1 to maintain, use, operate, repair, replace, modify and relocate any utility, power or communication pipe/lines/cables and appurtenances (other than the Pipeline) and other facilities or structures of like character upon, over, under or across the Premises existing as of the Effective Date;
 - 9.2 to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities, structures and related appurtenances upon, over, under or across the Premises; or
 - 9.3 to use the Premises in any manner as Licensor in its sole discretion deems appropriate, provided Licensor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Licensee for the purpose specified in **Section 4** above.
10. **Right to Require Relocation.** If at any time during the term of this License, Licensor desires the use of its rail corridor in such a manner as would, in Licensor's reasonable opinion, be interfered with by the Pipeline, Licensee shall, at its sole expense, within thirty (30) days after receiving written notice from Licensor to such effect, make such changes in the Pipeline as in the sole discretion of Licensor may be necessary to avoid interference with the proposed use of Licensor's rail corridor, including, without limitation, the relocation of the Pipeline, or the construction of a new pipeline to replace the Pipeline. Notwithstanding the foregoing, Licensee agrees to make all emergency changes and minor adjustments, as determined by Licensor in its sole discretion, to the Pipeline promptly upon Licensor's request.

LICENSEE'S OPERATIONS

11. **Construction and Maintenance of the Pipeline.**
- 11.1 Licensee shall notify Licensor's Roadmaster, at 740 Carnegie Drive, San Bernardino, California, 94208, telephone (909) 386-4061 (Office) or (909) 322-4188 (Cell), or at least ten (10) business days prior to installation of the Pipeline and prior to entering the Premises for any subsequent maintenance thereon. In the event of emergency, Licensee shall notify Licensor of Licensee's entry onto the Premises at the telephone number above as soon as practicable and shall promptly thereafter follow up with written notice of such entry.
 - 11.2 Licensee's on-site supervisors shall retain/maintain a fully executed copy of this License at all times while on the Premises.
 - 11.3 While on the Premises, Licensee shall use only public roadways to cross from one side of Licensor's tracks to the other.
 - 11.4 Any contractors or subcontractors performing work on the Pipeline or entering the Premises on behalf of Licensee shall be deemed servants and agents of Licensee for purposes of this License.

- 11.5 Under no conditions shall Licensee be permitted to conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Premises unless Licensee has obtained prior written approval from Licensor. Licensee shall, at its sole cost and expense, perform all activities on and about the Premises in such a manner as not at any time to endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. If ordered to cease using the Premises at any time by Licensor's personnel due to any hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine the safe nature thereof, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is safe. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.
- 11.6 Licensee shall, at its sole cost and expense, construct and maintain the Pipeline in such a manner and of such material that the Pipeline will not at any time endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. The construction of the Pipeline shall be completed within one (1) year of the Effective Date, and any subsequent maintenance shall be completed within one (1) year of initiation. Within fifteen (15) days after completion of the construction of the Pipeline or the performance of any subsequent maintenance thereon, Licensee shall, at Licensee's own cost and expense, restore the Premises to substantially their state as of the Effective Date, unless otherwise approved in advance by Licensor in writing. On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense, surrender the Premises to Licensor pursuant to the terms and conditions set forth in **Section 24** hereof.
- 11.7 Licensor may direct one or more of its field engineers to observe or inspect the construction and/or maintenance of the Pipeline at any time for compliance with the Drawings and Specifications and Legal Requirements (defined below). If ordered at any time to halt construction or maintenance of the Pipeline by Licensor's personnel due to non-compliance with the Drawings and Specifications or any other hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to observe or inspect, or to halt work on, the Pipeline, it being solely Licensee's responsibility to ensure that the Pipeline is constructed and maintained in strict accordance with the Drawings and Specifications and in a safe and workmanlike manner in compliance with all terms hereof. Neither the exercise of, nor the failure by Licensor to exercise, any right granted by this Section will alter in any way the liability allocation provided by this License. If at any time Licensee shall, in the sole judgment of Licensor, fail to properly perform its obligations under this **Section 11**, Licensor may, at its option and at Licensee's sole expense, arrange for the performance of such work as it deems necessary for the safety of its operations and activities. Licensee shall promptly reimburse Licensor for all costs and expenses of such work, pursuant to the terms of **Section 8**. Licensor's failure to perform any obligations of Licensee shall not alter the liability allocation hereunder.

12. Boring and Excavation.

- 12.1 Prior to Licensee conducting any boring, excavation, or similar work on or about any portion of the Premises, Licensee shall explore the proposed location for such work with hand tools to a depth of at least three (3) feet below the surface of the ground to determine whether pipelines or other structures exist below the surface, provided, however, that in lieu of the foregoing, Licensee shall have the right to use suitable detection equipment or other generally accepted industry practice (e.g., consulting with the Underground Services Association) to determine the existence or location of pipelines and other subsurface structures prior to drilling or excavating with mechanized equipment. Licensee may request information from Licensor concerning the existence and approximate location of Licensor's underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline by contacting Licensor's Telecommunications Helpdesk at least thirty (30) business days prior to installation of the Pipeline.

Upon receiving Licensee's timely request, Licensor will provide Licensee with the information Licensor has in its possession regarding any existing underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline and, if applicable, identify the location of such lines on the Premises pursuant to Licensor's standard procedures. Licensor does not warrant the accuracy or completeness of information relating to subsurface conditions of the Premises and Licensee's operations will be subject at all times to the liability provisions herein.

- 12.2 For all bores greater than 26-inch diameter and at a depth less than 10.0 feet below bottom of rail, a soil investigation must be performed by Licensee and reviewed by Licensor prior to construction. This study is to determine if granular material is present, and to prevent subsidence during the installation process. If the investigation determines in Licensor's reasonable opinion that granular material is present, Licensor may select a new location for Licensee's use, or may require Licensee to furnish for Licensor's review and approval, in Licensor's sole discretion, a remedial plan to deal with the granular material. Once Licensor has approved any such remedial plan in writing, Licensee shall, at Licensee's sole cost and expense, carry out the approved plan in accordance with all terms thereof and hereof.
- 12.3 Any open hole, boring, or well, constructed on the Premises by Licensee shall be safely covered and secured at all times when Licensee is not working in the actual vicinity thereof. Following completion of that portion of the work, all holes or borings constructed on the Premises by Licensee shall be:
 - 12.3.1 filled in to surrounding ground level with compacted bentonite grout; or
 - 12.3.2 otherwise secured or retired in accordance with any applicable Legal Requirement. No excavated materials may remain on Licensor's property for more than ten (10) days, but must be properly disposed of by Licensee in accordance with applicable Legal Requirements.

LIABILITY AND INSURANCE

13. Liability and Indemnification.

- 13.1 For purposes of this License: (a) "**Indemnitees**" means Licensor and Licensor's affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees, and agents; (b) "**Liabilities**" means all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments, and expenses (including, without limitation, court costs, reasonable attorneys' fees, costs of investigation, removal and remediation, and governmental oversight costs) environmental or otherwise; and (c) "**Licensee Parties**" means Licensee or Licensee's officers, agents, invitees, licensees, employees, or contractors, or any party directly or indirectly employed by any of them, or any party they control or exercise control over.
- 13.2 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES FOR, FROM, AND AGAINST ANY AND ALL LIABILITIES OF ANY NATURE, KIND, OR DESCRIPTION DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN WHOLE OR IN PART):**
 - 13.2.1 **THIS LICENSE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,**
 - 13.2.2 **ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE,**
 - 13.2.3 **LICENSEE'S OCCUPATION AND USE OF THE PREMISES,**
 - 13.2.4 **THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED TO BY LICENSEE, OR**
 - 13.2.5 **ANY ACT OR OMISSION OF ANY LICENSEE PARTY.**

- 13.3 TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE NOW AND FOREVER WAIVES ANY AND ALL CLAIMS THAT BY VIRTUE OF ENTERING INTO THIS LICENSE, LICENSOR IS A GENERATOR, OWNER, OPERATOR, ARRANGER, OR TRANSPORTER FOR THE PURPOSES OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED ("CERCLA") OR OTHER ENVIRONMENTAL LAWS (DEFINED BELOW). LICENSEE WILL INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL SUCH CLAIMS. NOTHING IN THIS LICENSE IS MEANT BY EITHER PARTY TO CONSTITUTE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES AND THIS LICENSE SHOULD NOT BE SO CONSTRUED. IF ANY AGENCY OR COURT CONSTRUES THIS LICENSE TO BE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES, LICENSEE AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INDEMNITEES FOR ANY LIABILITIES RELATED TO THAT CONSTRUCTION OF THIS LICENSE. IN NO EVENT AS BETWEEN LICENSOR AND LICENSEE AS TO USE OF THE PREMISES AS CONTEMPLATED BY THIS LICENSE SHALL LICENSOR BE RESPONSIBLE TO LICENSEE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.
- 13.4 IF ANY EMPLOYEE OF ANY LICENSEE PARTY ASSERTS THAT HE OR SHE IS AN EMPLOYEE OF ANY INDEMNITEE, TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM AND AGAINST ANY LIABILITIES ARISING OUT OF OR RELATED TO (IN WHOLE OR IN PART) ANY SUCH ASSERTION INCLUDING, BUT NOT LIMITED TO, ASSERTIONS OF EMPLOYMENT BY AN INDEMNITEE RELATED TO THE FOLLOWING OR ANY PROCEEDINGS THEREUNDER: THE FEDERAL EMPLOYERS' LIABILITY ACT, THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.
- 13.5 THE FOREGOING OBLIGATIONS OF LICENSEE SHALL NOT APPLY TO THE EXTENT LIABILITIES ARE PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE, BUT SHALL APPLY TO ALL OTHER LIABILITIES, INCLUDING THOSE ARISING FROM OR ATTRIBUTED TO ANY OTHER ALLEGED OR ACTUAL NEGLIGENCE, INTENTIONAL ACTS, OR STRICT LIABILITY OF ANY INDEMNITEE.
- 13.6 Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnitee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnitee. Licensee shall pay all costs and expenses incident to such defense, including, but not limited to, reasonable attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.
14. Personal Property Risk of Loss. ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.
15. Insurance. Licensee shall, at its sole cost and expense, procure and maintain during the life of this License the following insurance coverage:
- 15.1 Commercial General Liability Insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$5,000,000 each occurrence and an aggregate limit of at least \$10,000,000 but in no event less than the amount otherwise carried by Licensee. Coverage must be purchased on a post 2004 ISO occurrence or equivalent and include coverage for, but not limited to, the following:
- Bodily Injury and Property Damage
 - Personal Injury and Advertising Injury

- Fire legal liability
- Products and completed operations

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- Waiver of subrogation in favor of and acceptable to Licensors.
- Additional insured endorsement in favor of and acceptable to Licensors and Jones Lang LaSalle Brokerage, Inc.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Licensors.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability Insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to Licensors's employees.

No other endorsements limiting coverage may be included on the policy.

- 15.2 Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:
- Bodily injury and property damage.
 - Any and all vehicles owned, used or hired.

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Licensors.
- Additional insured endorsement in favor of and acceptable to Licensors.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Licensors.

- 15.3 Workers' Compensation and Employers' Liability Insurance. This insurance shall include coverage for, but not limited to:
- Licensee's statutory liability under the workers' compensation laws of the state(s) in which the services are to be performed. If optional under state laws, the insurance must cover all employees anyway.
 - Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Licensors.

- 15.4 Railroad Protective Liability Insurance. This insurance shall name only Licensors as the Insured with coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The coverage obtained under this policy shall only be effective during the initial installation and/or construction of the Pipeline. **THE CONSTRUCTION OF THE PIPELINE SHALL BE COMPLETED WITHIN ONE (1) YEAR OF THE EFFECTIVE DATE.** If further maintenance of the Pipeline is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy shall be issued on a standard ISO form CG 00 35 12 03 and include the following:
- Endorsed to include the Pollution Exclusion Amendment.
 - Endorsed to include the Limited Seepage and Pollution Endorsement.
 - Endorsed to include Evacuation Expense Coverage Endorsement.
 - No other endorsements restricting coverage may be added.
 - The original policy must be provided to Licensors prior to performing any work or services under this License.

- Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control arising out of the acts or omissions of the contractor named on the Declarations."

In lieu of providing a Railroad Protective Liability Policy, for a period of one (1) year from the Effective Date, Licensee may participate in Licensor's Blanket Railroad Protective Liability Insurance Policy available to Licensee or its contractor. The limits of coverage are the same as above. The cost is \$1,899.

- ☐ I elect to participate in Licensor's Blanket Policy;
- ☐ I elect not to participate in Licensor's Blanket Policy.

15.5 Intentionally deleted.

15.6 Other Requirements:

- 15.6.1 Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.
- 15.6.2 Licensee agrees to waive its right of recovery against Licensor for all claims and suits against Licensor. In addition, Licensee's insurers, through the terms of the policy or a policy endorsement, must waive their right of subrogation against Licensor for all claims and suits, and the certificate of insurance must reflect the waiver of subrogation endorsement. Licensee further waives its right of recovery, and its insurers must also waive their right of subrogation against Licensor for loss of Licensee's owned or leased property, or property under Licensee's care, custody, or control.
- 15.6.3 Licensee is not allowed to self-insure without the prior written consent of Licensor. If granted by Licensor, any self-insured retention or other financial responsibility for claims shall be covered directly by Licensee in lieu of insurance. Any and all Licensor liabilities that would otherwise, in accordance with the provisions of this License, be covered by Licensee's insurance will be covered as if Licensee elected not to include a self-insured retention or other financial responsibility for claims.
- 15.6.4 Prior to entering the Premises, Licensee shall furnish to Licensor an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments. Licensee shall notify Licensor in writing at least 30 days prior to any cancellation, non-renewal, substitution, or material alteration. In the event of a claim or lawsuit involving Licensor arising out of this License, Licensee will make available any required policy covering such claim or lawsuit.
- 15.6.5 Any insurance policy shall be written by a reputable insurance company acceptable to Licensor or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.
- 15.6.6 If coverage is purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years after expiration or termination of this License. Annually, Licensee agrees to provide evidence of such coverage as required hereunder.
- 15.6.7 Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), who have been instructed by Licensee to procure the insurance coverage required by this License. Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

- 15.6.8 Not more frequently than once every five years, Licensor may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.
- 15.6.9 If any portion of the operation is to be subcontracted by Licensee, Licensee shall require that the subcontractor shall provide and maintain insurance coverages as set forth herein, naming Licensor as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor herein.
- 15.6.10 Failure to provide evidence as required by this **Section 15** shall entitle, but not require, Licensor to terminate this License immediately. Acceptance of a certificate that does not comply with this Section shall not operate as a waiver of Licensee's obligations hereunder.
- 15.6.11 The fact that insurance (including, without limitation, self-insurance) is obtained by Licensee shall not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this License. Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.
- 15.6.12 These insurance provisions are intended to be a separate and distinct obligation on the part of the Licensee. Therefore, these provisions shall be enforceable and Licensee shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable.
- 15.6.13 For purposes of this **Section 15**, Licensor shall mean "Burlington Northern Santa Fe, LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

COMPLIANCE WITH LAWS, REGULATIONS, AND ENVIRONMENTAL MATTERS

16. Compliance with Laws, Rules, and Regulations.

- 16.1 Licensee shall observe and comply with any and all laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("**Legal Requirements**") relating to the construction, maintenance, and use of the Pipeline and the use of the Premises.
- 16.2 Prior to entering the Premises, Licensee shall and shall cause its contractor(s) to comply with all of Licensor's applicable safety rules and regulations. Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the Premises completes the safety orientation program at the Website "www.BNSFcontractor.com" (the "**Safety Orientation**") within one year prior to entering upon the Premises. Additionally, Licensee must ensure that each and every employee of Licensee, its contractors, agents and invitees possess a card certifying completion of the Safety Orientation prior to entering upon the Premises. Licensee must renew the Safety Orientation annually.
- 16.3 Licensee shall obtain on or before the date it or its contractor enters the Premises, any and all additional rights-of way, easements, licenses and other agreements relating to the grant of rights and interests in and/or access to the Premises (collectively, the "**Rights**") and such other rights, licenses, permits, authorizations, and approvals (including without limitation, any necessary local, state, federal or tribal authorizations and environmental permits) that are necessary in order to permit Licensee to construct, maintain, own and operate the Pipeline and otherwise to perform its obligations hereunder in accordance with the terms and conditions hereof.
- 16.4 Licensee shall either require that the initial stated term of each such Rights be for a period that does not expire, in accordance with its ordinary terms, prior to the last day of the term of this License or, if the initial stated term of any such Right expires in accordance with its ordinary terms on a date earlier than the last day of the term of this License, Licensee shall, at its cost, exercise any renewal rights thereunder,

or otherwise acquire such extensions, additions and/or replacements as may be necessary, in order to cause the stated term thereof to be continued until a date that is not earlier than the last day of the term of this License.

- 16.5 Upon the expiration or termination of any Right that is necessary in order for Licensee to own, operate or use the Pipeline in accordance with the terms and conditions of this License, this License thereby shall automatically expire upon such expiration or termination of the Right.

17. Environmental.

- 17.1 Licensee shall strictly comply with all federal, state and local environmental Legal Requirements and regulations in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, and CERCLA (collectively referred to as the "**Environmental Laws**"). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or hazardous substances, as defined by Environmental Laws on or about the Premises.
- 17.2 Licensee covenants that it will not handle or transport "hazardous waste" or "hazardous substances", as "hazardous waste" and "hazardous substances" may now or in the future be defined by any federal, state, or local governmental agency or body through the Pipeline on Licensors property. Licensee agrees periodically to furnish Licensors with proof, satisfactory to Licensors that Licensee is in compliance with the provisions of this **Section 17.2**.
- 17.3 Licensee shall give Licensors immediate notice to Licensors Resource Operations Center at (800) 832-5452 of any known (i) release of hazardous substances on, from, or affecting the Premises, (ii) violation of Environmental Laws, or (iii) inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Licensees use of the Premises. Licensee shall use the best efforts to promptly respond to any release on, from, or affecting the Premises. Licensee also shall give Licensors immediate notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.
- 17.4 If Licensors has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the Pipeline which occurred or may occur during the term of this License, Licensors may require Licensee, at Licensees sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Licensors right-of-way.
- 17.5 Licensee shall promptly report to Licensors in writing any conditions or activities upon the Premises known to Licensee which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons, property, or the environment arising out of such conditions or activities; provided, however, that Licensees reporting to Licensors shall not relieve Licensee of any obligation whatsoever imposed on it by this License. Licensee shall promptly respond to Licensors request for information regarding said conditions or activities.

DISCLAIMER OF WARRANTIES

18. No Warranties.

- 18.1 **LICENSORS DUTIES AND WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS LICENSE AND SHALL NOT INCLUDE ANY IMPLIED DUTIES OR IMPLIED WARRANTIES, NOW OR IN THE FUTURE. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY LICENSOR OTHER THAN THOSE CONTAINED IN THIS LICENSE. LICENSEE HEREBY WAIVES**

ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR WHICH MAY EXIST BY OPERATION OF LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

- 18.2 **LICENSOR MAKES NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING (A) THE SCOPE OF THE LICENSE OR OTHER RIGHTS GRANTED HEREUNDER TO LICENSEE OR (B) WHETHER OR NOT LICENSEE'S CONSTRUCTION, MAINTENANCE, OWNERSHIP, USE OR OPERATION OF THE PIPELINE WILL VIOLATE OR INFRINGE UPON THE RIGHTS, INTERESTS AND ESTATES OF THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY LEASES, USE RIGHTS, EASEMENTS AND LIENS OF ANY THIRD PARTY.**

19. Disclaimer of Warranty for Quiet Enjoyment. **LICENSOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND LICENSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.**

20. Eviction at Risk of Licensee. In case of the eviction of Licensee by anyone owning, claiming title to, or claiming any interest in the Premises, or by the abandonment by Licensor of the affected rail corridor, Licensor shall not be liable (i) to refund Licensee any compensation paid hereunder, except for the pro-rata part of any recurring charge paid in advance, or (ii) for any damage Licensee sustains in connection with the eviction.

LIENS AND TAXES

21. Liens and Charges. Licensee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Licensee on Premises. Licensor is hereby authorized to post any notices or take any other action upon or with respect to Premises that is or may be permitted by law to prevent the attachment of any such liens to Premises; provided, however, that failure of Licensor to take any such action shall not relieve Licensee of any obligation or liability under this **Section 21** or any other Section of this License.
22. Taxes. Licensee shall pay when due any taxes, assessments or other charges (collectively, "**Taxes**") levied or assessed by any governmental or quasi-governmental body upon the Pipeline or any other improvements constructed or installed on the Premises by or for Licensee (collectively, the "**Improvements**") or any Taxes levied or assessed against Licensor or the Premises that are attributable to the Improvements.

DEFAULT, TERMINATION, AND SURRENDER

23. Default and Termination. In addition to and not in limitation of Licensor's right to terminate for failure to provide evidence of insurance as required pursuant to the terms of **Section 15**, the following events are also deemed to be events of default pursuant to which Licensor has the right to terminate as set forth below:
- 23.1 If default shall be made in any of Licensee's covenants, agreements, or obligations contained in this License and Licensee fails to cure said default within thirty (30) days after written notice is provided to Licensee by Licensor, or in case of any assignment or transfer of this License in violation of **Section 26** below, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee. Notwithstanding the foregoing, Licensor shall have the right to terminate this License immediately if Licensee fails to provide evidence of insurance as required in **Section 15**.
- 23.2 Should Licensee not comply fully with the obligations of **Section 17** regarding the handling or transporting of hazardous waste or hazardous material, notwithstanding anything contained in any other provision of this License, Licensor may, at its option, terminate this License by serving five (5) days' notice of termination upon Licensee.

- 23.3 Any waiver by Licensor of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults, nor shall any such waiver in any way affect Licensor's ability to enforce any Section of this License. The remedy set forth in this **Section 23** shall be in addition to, and not in limitation of, any other remedies that Licensor may have at law or in equity.
- 23.4 In addition to and not in limitation of Licensor's rights to terminate this License for failure to provide evidence of insurance or occurrence of defaults as described above, this License may be terminated by either party, at any time, by serving thirty (30) days' written notice of termination upon the other party. Such termination shall not release either party hereto from any liability or obligation under the License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or thereafter in case by the terms of the License it is provided that anything shall or may be done after termination hereof.

24. Surrender of the Premises.

- 24.1 On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense:
- 24.1.1 if so directed by Licensor in writing, remove the Improvements, the Pipeline and all appurtenances thereto, or, at the sole discretion of Licensor, fill and cap or otherwise appropriately decommission the Pipeline with a method satisfactory to Licensor;
- 24.1.2 report and restore any damage to the Premises or Licensor's other property arising from, growing out of, or connected with Licensee's use of the Premises;
- 24.1.3 remedy any unsafe conditions on the Premises created or aggravated by Licensee; and
- 24.1.4 leave the Premises in substantially the condition which existed as of the Effective Date.
- 24.2 Upon any expiration or termination of this License, if Licensee fails to surrender the Premises to Licensor or if Licensee fails to complete its obligations under **Section 24.1** above (the "**Restoration Obligations**"), Licensee shall have a limited license to enter upon the Premises solely to the extent necessary for Licensee to complete the Restoration Obligations, and all liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered and the Restoration Obligations are completed. Neither termination nor expiration shall release Licensee from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Licensee surrenders the Premises and all of the Restoration Obligations are completed.
- 24.3 If Licensee fails to complete the Restoration Obligations within thirty (30) days after the date of such termination of its tenancy, then Licensor may, at its election, either: (i) remove the Pipeline and the other Improvements or otherwise restore the Premises, and in such event Licensee shall, within thirty (30) days after receipt of bill therefor, reimburse Licensor for cost incurred, (ii) upon written notice to Licensee, take and hold the Pipeline and the other Improvements and personal property as its sole property, without payment or obligation to Licensee therefor, or (iii) specifically enforce Licensee's obligation to restore and/or pursue any remedy at law or in equity against Licensee for failure to so restore. Further, if Licensor has consented to the Pipeline and the other Improvements remaining on the Premises following termination, Licensee shall, upon request by Licensor, provide a bill of sale in a form acceptable to Licensor conveying the Pipeline and the other Improvements to Licensor.

MISCELLANEOUS

25. Successors and Assigns. All provisions contained in this License shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of Licensor and Licensee to the same extent as if each such successor and assign was named a party to this License.

26. Assignment.

- 26.1 Licensee may not sell, assign, transfer, or hypothecate this License or any right, obligation, or interest herein (either voluntarily or by operation of law, merger, or otherwise) without the prior written consent of Licensor, which consent may not be unreasonably withheld or delayed by Licensor. Any attempted assignment by Licensee in violation of this **Section 26** shall be a breach of this License and, in addition, shall be voidable by Licensor in its sole and absolute discretion.
- 26.2 For purposes of this **Section 26**, the word "assign" shall include without limitation (a) any sale of the equity interests of Licensee following which the equity interest holders of Licensee immediately prior to such sale own, directly or indirectly, less than 50% of the combined voting power of the outstanding voting equity interests of Licensee, (b) any sale of all or substantially all of the assets of (i) Licensee and (ii) to the extent such entities exist, Licensee's parent and subsidiaries, taken as a whole, or (c) any reorganization, recapitalization, merger or consolidation involving Licensee. Notwithstanding the foregoing, any reorganization, recapitalization, merger or consolidation following which the equity interest holders of Licensee immediately prior to such reorganization, recapitalization, merger or consolidation own, directly or indirectly, at least 50% of the combined voting power of the outstanding voting equity interests of Licensee or any successor thereto or the entity resulting from such reorganization, recapitalization, merger or consolidation shall not be deemed an assignment. **THIS LICENSE SHALL NOT RUN WITH THE LAND WITHOUT THE EXPRESS WRITTEN CONSENT OF LICENSOR, SUCH CONSENT TO BE IN LICENSOR'S SOLE DISCRETION.**
- 26.3 Notwithstanding the provisions of **Section 26.1** above or anything contained in this License to the contrary, if Licensee sells, assigns, transfers, or hypothecates this License or any interest herein in contravention of the provisions of this License (a "**Purported Assignment**") to another party (a "**Purported Transferee**"), the Purported Transferee's enjoyment of the rights and privileges granted under this License shall be deemed to be the Purported Transferee's agreement to be bound by all of the terms and provisions of this License, including but not limited to the obligation to comply with the provisions of **Section 15** above concerning insurance requirements. In addition to and not in limitation of the foregoing, Licensee, for itself, its successors and assigns, shall indemnify, defend and hold harmless Licensor for all Liabilities of any nature, kind or description of any person or entity directly or indirectly arising out of, resulting from or related to (in whole or in part) a Purported Assignment.
- 26.4 The provisions of this **Section 26** shall survive the expiration or earlier termination of this License.

27. Notices. Any notice, invoice, or other writing required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Licensor: Jones Lang LaSalle Brokerage, Inc.
4200 Buckingham Road, Suite 110
Fort Worth, TX 76155
Attn: Permits/Licenses

with a copy to: BNSF Railway Company
2301 Lou Menk Drive GOB-3W
Fort Worth, TX 76131
Attn: Senior Manager Real Estate

If to Licensee: City of Colton
160 South 10th Street
Colton, California 92324

28. Survival. Neither termination nor expiration will release either party from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the Pipeline and the other Improvements are removed and the Premises are restored to its condition as of the Effective Date.
29. Recordation. It is understood and agreed that this License shall not be placed or allowed to be placed on public record in the public real property records of San Bernardino County, California. The parties further understand that California law limits the ability of the Licensee to shield from public disclosure any information given to the Licensee. Accordingly, the parties agree to work together to avoid disclosures of this License or other information which would result in economic loss or damage to Licensor because of mandatory disclosure requirements to third persons. The Licensee shall give Licensor reasonable notice of public records requests for this License or other Licensor documents.
30. Applicable Law. All questions concerning the interpretation or application of provisions of this License shall be decided according to the substantive laws of the State of California without regard to conflicts of law provisions.
31. Severability. To the maximum extent possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this License.
32. Integration. This License is the full and complete agreement between Licensor and Licensee with respect to all matters relating to Licensee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Licensee or Licensee's obligation to defend and hold Licensor harmless in any prior written agreement between the parties.
33. Joint and Several Liability. If Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.
34. Waiver. The waiver by Licensor of the breach of any provision herein by Licensee shall in no way impair the right of Licensor to enforce that provision for any subsequent breach thereof.
35. Interpretation.
 - 35.1 This License shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the source of the draftsmanship; both parties hereby agree that this License shall not be subject to the principle that a contract would be construed against the party which drafted the same. Article titles, headings to sections and paragraphs and the table of contents (if any) are inserted for convenience of reference only and are not intended to be a part or to affect the meaning or interpretation hereof. The exhibit or exhibits referred to herein shall be construed with and as an integral part of this License to the same extent as if they were set forth verbatim herein.
 - 35.2 As used herein, "include", "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; "writing", "written" and comparable terms refer to printing, typing, lithography and other means of reproducing words in a visible form; references to any person are also to that person's successors and permitted assigns; "hereof", "herein", "hereunder" and comparable terms refer to the entirety hereof and not to any particular article, section, or other subdivision hereof or attachment hereto; references to any gender include references to the masculine or feminine as the context requires; references to the plural include the singular and vice versa; and references to this License or other documents are as amended, modified or supplemented from time to time.

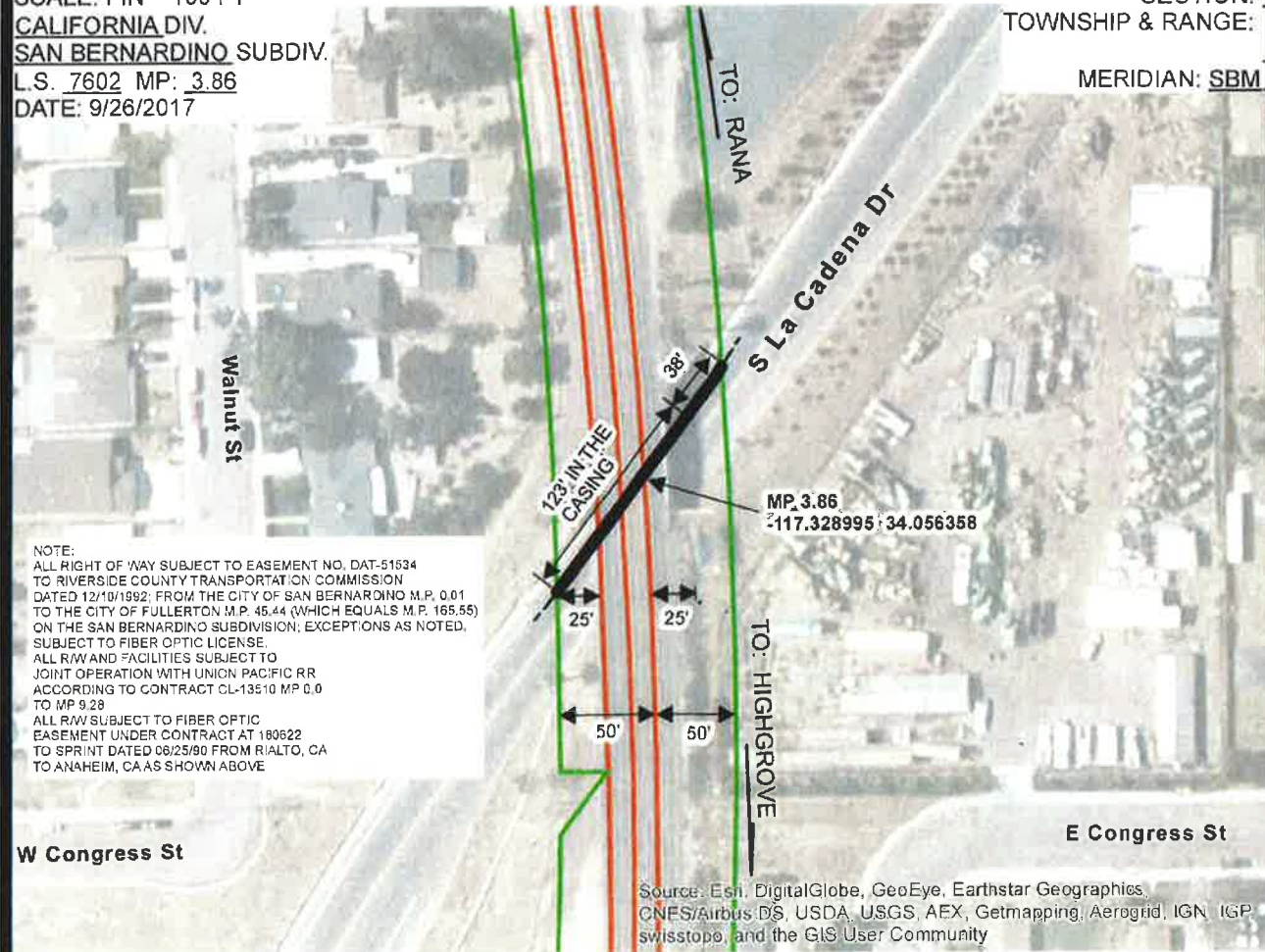
EXHIBIT "A"

ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
AND

CITY OF COLTON

SCALE: 1 IN = 100 FT
CALIFORNIA DIV.
SAN BERNARDINO SUBDIV.
L.S. 7602 MP: 3.86
DATE: 9/26/2017

SECTION:
TOWNSHIP & RANGE:
MERIDIAN: SBM



TOTAL LENGTH: 161'

DESCRIPTION OF PIPELINE PIPELINE SHOWN BOLD

	CARRIER PIPE	CASING PIPE		CARRIER PIPE	CASING PIPE
SIZE:	24.5"	42"	LENGTH ON R/W:	161'	123'
CONTENTS:	WATER		WORKING PRESSURE:	125 PSI	
PIPE MATERIAL:	CML&C WELDED STEEL	STEEL	BOTTOM OF BRIDGE DECK TO TOP OF CASING		18.7'
SPECIFICATIONS / GRADE:	ASTM A36 (36 000 PSI)	ASTM A203 (36 000 PSI)	BURY: NATURAL GROUND		4'
WALL THICKNESS:	0.1345"	0.625"	BURY: ROADWAY DITCHES		4'
COATING:	-	-	CATHODIC PROTECTION		YES

VENTS: NUMBER - SIZE - HEIGHT OF VENT ABOVE GROUND -
NOTE: CASING TO BE TRENCHED UNDERNEATH ROADWAY BENEATH RAILROAD BRIDGE.

COLTON
COUNTY OF SAN BERNARDINO

STATE OF CA

XLR

DRAWING NO. 70848

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STAFF REPORT

DATE: FEBRUARY 6, 2018
TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
FROM: BILL SMITH, CITY MANAGER *BS*
PREPARED BY: DAVID X. KOLK, Ph.D., UTILITY DIRECTOR *DJK*
SUBJECT: AWARD OF CONTRACT FOR THE LA CADENA DRIVE/8TH STREET INTERSECTION MODIFICATION PROJECT

RECOMMENDED ACTION

It is recommended that the City Council authorize the award of Professional Service Agreement to Engineering Resources of Southern California, Inc. in the amount not to exceed \$24,989 for the Design Phase of the La Cadena Drive/8th Street Intersection Modification Project (Project) and authorize the City Manager to execute the agreement.

BACKGROUND

La Cadena Drive/8th Street/Oak St. intersection is a five-legged intersection located in north Colton. Due to the construction of the Laurel Avenue Grade Separation Project, 8th Street direct access to Laurel Avenue was eliminated. The intersection geometrics need modification to improve the operation and safety. The scope of work of the Project includes asphalt paving, median modification, curb, gutter, signage and striping.

ISSUES/ANALYSIS

On September 27, 2017, City staff released the Request for Proposal (RFP) for the engineering services for the La Cadena Drive/8th Street Intersection Modification Project. The City received proposals from the following engineering firms:

1. Engineering Resources of Southern California, Inc. (ERSCI)
2. KOA Corporation, Inc.
3. TKE Engineering, Inc.

The proposals were analyzed based upon their qualifications, experience, personnel and fee proposal. After the evaluation of the received proposals, ERSCI was ranked as the most qualified firm and the ERSCI cost proposal for the engineering services is \$24,989. The Project is one of the projects listed on the Capital Improvement Program for this Fiscal Year 2017/2018.

Although the ERSCI cost proposal amount is less than \$25,000, the contract still needs City Council approval to comply with the City Purchasing Ordinance Section 3.08. ERSCI has a current contract with the City for plan check services in the amount of \$7,500. With the award of this contract, their aggregate amount for this fiscal year will exceed the \$25,000 threshold.

FISCAL IMPACTS

The funding for this Project is budgeted and available in Measure I Capital Improvement account no. 218-1804-6970-3890.

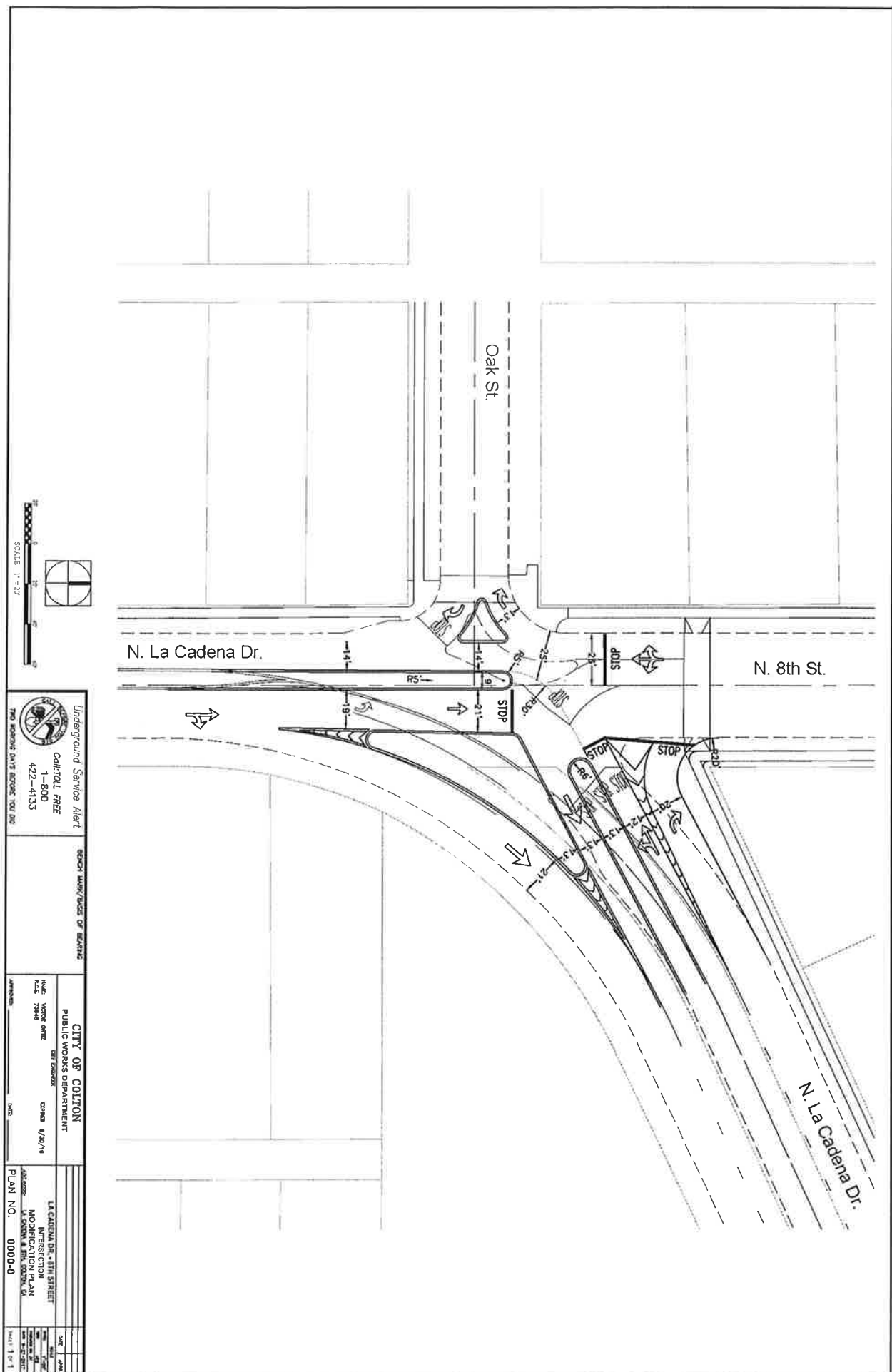
ALTERNATIVES

1. Provide alternative direction to staff.

ATTACHMENTS

1. Exhibit A – Project Conceptual Plan
2. Exhibit B – Professional Service Agreement with ERSCI

Exhibit A
Project Conceptual Plan



Underground Service Alert Call/Toll FREE 1-800-422-4133 THE WORKING DAYS BEFORE YOU DIG		ROAD WORK/TRAFFIC CONTROL CITY OF COTTON PUBLIC WORKS DEPARTMENT UT POWER NAME: VICTOR ORTEGA FILE: 70448 CDD: 6/20/18 DATE:	
ADDRESS: LA CADENA DR. & 8TH STREET INTERSECTION MODIFICATION PLAN LA CADENA DR. & 8TH STREET, CA PLAN NO. 0000-0		DATE: 6/20/18 DRAWN BY: [blank] CHECKED BY: [blank] DESIGNED BY: [blank] IN CHARGE: [blank]	

Exhibit B

Professional Service Agreement

**CITY OF COLTON
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this 7th day of February, 2018 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 Engineering Resources of Southern California, Inc. (ERSCI), a corporation with its principal place of business at 1861 West Redlands Boulevard, Building 7B, Redlands, CA 92373 (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Consultant.

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

2.2 Project.

City desires to engage Consultant to render such services for the **La Cadena & 8th Street Intersection Modification Project (“Project”)** as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

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

3.1.2 Term. The term of this Agreement shall be **One Hundred and Thirty (130) Calendar Days** upon issuance of Notice to Proceed, 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.

(BB&K: 1-14)

3.2 Responsibilities of Consultant.

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

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

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

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

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

3.2.6 Consultant's Representative. Consultant hereby designates John Egan, P.E., Principal Engineer, Principal Engineer, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative

shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

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

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

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

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

and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

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

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

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

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

3.2.10.5 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap,

ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

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

3.2.10.7 Water Quality.

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

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

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

described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Consultant with a list of training programs that meet the requirements of this paragraph.

3.2.11 Insurance.

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

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

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

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

(C) Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or materially reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company

or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Consultant or the City may withhold amounts sufficient to pay premium from Consultant payments. In the alternative, the City may suspend or terminate this Agreement.

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

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

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

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

proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.4(B).

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

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

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

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

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

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

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

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

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

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

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Twenty-Four Thousand Nine Hundred Eighty-Nine Dollars and No Cent (\$24,989.00)** without written approval of the City. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

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

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

3.4 Termination of Agreement.

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

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

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

3.5 Ownership of Materials and Confidentiality.

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

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

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

its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

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

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

3.6 General Provisions.

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

Consultant:

Engineering Resources of Southern California, Inc.
1861 West Redlands Boulevard, Building 7B
Redlands, CA 92373
Attn: John Egan, P.E., Principal Engineer

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.

3.6.2 Indemnification.

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

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

3.6.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or

if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

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

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

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

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

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

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

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

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

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

3.6.13 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not

paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF COLTON
AND ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC.**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the 7th day of February, 2018.

CITY OF COLTON

By: _____
William R. Smith
City Manager

Attest: _____
Carolina Padilla
City Clerk

**ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC.
A Corporation**

By: _____
Signature

Name (Print)

Title (Print)

By: _____
Signature

Name (Print)

Title (Print)

EXHIBIT “A”

SCOPE OF SERVICES

PREPARE PLANS, SPECIFICATIONS AND ESTIMATES ON THE FOLLOWING IMPROVEMENTS AND LOCATIONS:

I. La Cadena – 8th Street Intersection Modification plan -

A. Project Management

1. Project Kick-Off and Monthly Status Meetings.
 - a. Pre-design meeting (1).
 - b. Monthly status meetings (3)
 - i. Meeting Agenda and Minutes
 - ii. A total of 4 meetings
2. Monthly Progress Reports
 - a. Invoices with Progress Reports
3. Project Schedule
 - a. Project Master Schedule and Updates

B. Preliminary Engineering Services

1. Record Data & Utility Coordination
 - a. Copies of Utility Plan information provided by Utility Companies
 - b. Copies of notices sent to Utility Companies
 - c. Any written responses from Utility Companies
 - d. Memorandum documenting any Utility requirements
2. Field Visit, Design Survey & Mapping.
 - a. Topography in .dwg format

C. Final Engineering Services

1. Base Mapping/Potholing
 - a. Base maps in .dwg and pdf format
 - b. Potholing plan for City Approval
2. 65% Completion
 - a. 65% completed plans (3 sets) for the reconfiguration of the intersection of La Cadena/8th Street based on the proposed Concept 1 included in the Request for Proposal
 - i. Street and signing & striping plans
 - ii. All specifications and bid quantities updated to the 65% completion
3. 95% Completion
 - a. Plan set for the reconfiguration of the intersection of La Cadena/8th Street which will include finalization of
 - i. Street and signing & striping plans

- ii. All specifications and bid quantities updated to the 95% completion

4. 100% Completion

- a. The work will finalize the design as well as specifications and bid quantities
 - i. 100% complete Plans (1 set on mylar)
 - ii. Final Bid Item List, Quantities and Estimates (1 set)
 - iii. Project Specifications (1 set)
 - iv. Electronic copies of the Plans, Bid Items List and Quantities, and Project Specifications

EXHIBIT “B”

SCHEDULE OF SERVICES

ONE HUNDRED AND THIRTY (130) CALENDAR DAYS UPON ISSUANCE OF NOTICE TO PROCEED. A DETAILED TASK SCHEDULE WILL BE SUBMITTED UPON ISSUANCE OF NOTICE TO PROCEED.

EXHIBIT “C”
COMPENSATION

Task No.	Task Descriptions	Total
1	Project Management	\$2,211
2	Preliminary Engineering Services	\$7,360
3	Final Engineering Services	\$15,168
4	Reimbursable Expenses	\$250
Grand Total		\$24,989

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STAFF REPORT

DATE: FEBRUARY 6, 2018
TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
FROM: BILL SMITH, CITY MANAGER
PREPARED BY: DAVID X. KOLK, Ph.D., UTILITY DIRECTOR
SUBJECT: AMENDMENT NO. 1 FOR THE DESIGN CONTRACT OF I-10
FREEWAY/RANCHO AVENUE EASTBOUND ON-RAMP
IMPROVEMENT PROJECT

RECOMMENDED ACTION

It is recommended that the City Council authorize Amendment No. 1 to the Professional Service Agreement of KOA Corporation increasing the contract amount from \$204,357.04 to not to exceed \$224,191.04 for the Environmental and the Design Phase of the I-10/Rancho Avenue Interchange Eastbound On-ramp Improvement Project and authorize the City Manager to execute the amended agreement.

BACKGROUND

The I-10/Rancho Avenue is one of the many interchanges located in the City of Colton along the I-10 and I-215 corridor. This interchange is frequently used by trucks coming from the southern portion of Colton that need access to the I-10 Freeway. Over the years, some features of the interchange became non-standard to large trucks due to changes in truck size standard. Trucks getting stuck attempting to turn on the eastbound on-ramp on this interchange are a recurring issue due to non-standard truck turning radius.

On October 5, 2015, Caltrans and City staff met to discuss the issues and required improvements on the I-10/Rancho Interchange eastbound on-ramp. On November 10, 2015, the City received a letter from Caltrans allocating \$1.0 million in FY15-16 for the improvement at this interchange. Caltrans' allocation will come from State Highway Operation and Protection Program (SHOPP). The improvement includes widening of the of the on-ramp pavement, installation of retaining wall and modification of the existing traffic signal.

On March 1, 2016, the City Council authorized the execution of Cooperative Agreement No. 08-1618 with Caltrans for the funding and improvement of I-10/Rancho Avenue Interchange Eastbound On-ramp Improvement Project. On the agreement attached as Exhibit A, Caltrans will contribute \$1.0 million for the Project and any project costs beyond Caltrans contribution will be a City responsibility. The estimated cost of designing and constructing the Project is \$1.25 million including 15% in contingencies.

ISSUES/ANALYSIS

On May 3, 2016, the City Council authorized the award of professional service agreement contract with KOA Corporation in the amount of \$204,357.04. KOA Corporation scope includes preparation of plans, estimates and specifications, environmental document, geotechnical design reports, storm water data report, permitting, and bid/construction phase support. KOA is the project manager/engineering design lead and utilized the services of the following sub-consultant to accomplish the tasks for this contract:

- Civil Works Engineers, Inc. – Storm Water Data Report
- Twining, Inc. – Geotechnical works
- David Evans and Associates – Surveying services
- CNS Engineers, Inc. – Structures/retaining wall
- ICF International – Environmental documents

During plan check and permitting process, Caltrans required KOA Corporation to submit landscape and irrigation plan due to the impact of the project to the existing planting and irrigation on the vicinity of the on-ramp. Additional geotechnical testing were also required due to seismic consideration for the retaining wall, and the pavement structural section of the on-ramp. These activities requested by Caltrans staff are not part of the original scope of work presented by KOA Corporation. The breakdown of the change order are:

1. Additional Geotechnical Analysis	\$ 4,680
2. Landscape and Irrigation Plan	\$ 9,934
3. <u>Project Management and Administration</u>	<u>\$ 5,220</u>
Total	\$19,834

Caltrans already issued the Encroachment Permit and the Project is out for bid. Bid opening is February 22, 2018, and the estimated completion date of the Project August 31, 2018. The Engineer's Estimate for the construction of the Project is \$877,635. The term of KOA agreement will also be extended to August 31, 2018 for construction support necessary for the Project.

FISCAL IMPACTS

The funding for this Project was established, thru Resolution No. R-18-16, on the following capital improvement account:

- 249-1606-6150-3890 - \$250,000 – Design and Environmental Phase
- 225-1606-6150-3890 - \$1,000,000 – Construction Phase

ALTERNATIVES

1. Provide alternative direction to staff.

ATTACHMENTS

1. Exhibit A – Original Agreement
2. Exhibit B – Professional Service Agreement – Amendment No. 1

Exhibit A

KOA Professional Service Agreement

**CITY OF COLTON
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this 4th day of May, 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 KOA Corporation, a corporation with its principal place of business at 3190 Shelby Street, Suite C, Ontario, CA 91764 ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1 Consultant.

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

2.2 Project.

City desires to engage Consultant to render such services for the I-10/Rancho Avenue Interchange Eastbound On-ramp Improvement Project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

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

3.1.2 Term. The term of this Agreement shall be from June 1, 2016 to December 31, 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.

(BB&K 1-14)

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3.2 Responsibilities of Consultant.

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

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

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

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

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

3.2.6 Consultant's Representative. Consultant hereby Chuck Stephan, P.E., Principal-in-Charge, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority

to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

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

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

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

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

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

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

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

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

3.2.10.5 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of

City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

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

3.2.10.7 Water Quality.

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

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

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

3.2.11 Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Two Hundred Four Thousands Three Hundred Fifty Seven and 04/100 Dollars (\$204,357.04)** without written approval of City's City Council. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through

the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

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

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

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

3.4 Termination of Agreement.

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

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

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

3.5 Ownership of Materials and Confidentiality.

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

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

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

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

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

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

3.6 General Provisions.

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

Consultant:

KOA Corporation
3190 Shelby Street, Suite C
Ontario, California 91764
Attn: Chuck Stephan, P.E., Principal-in-Charge

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.

3.6.2 Indemnification.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

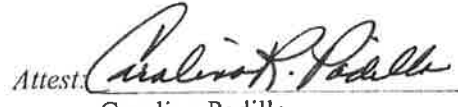
[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF COLTON
AND KOA CORPORATION**

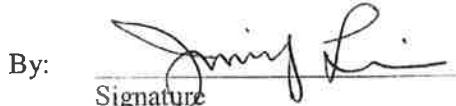
IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the 4th day of May, 2016.

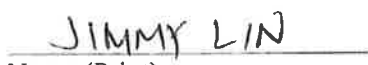
CITY OF COLTON

By: 
Richard DeLa Rosa
Mayor

Attest: 
Carolina Padilla
City Clerk

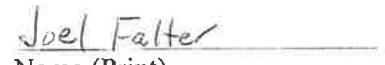
**KOA CORPORATION
A Corporation**

By: 
Signature


Name (Print)


Title (Print)

By: 
Signature


Name (Print)

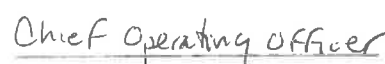

Title (Print)

EXHIBIT "A"
SCOPE OF SERVICES



SCOPE OF SERVICES

The scope of services written below includes the key points noted in the City's RFP.

Task 1 Project Management and Administration

Under the project management task, KOA will be responsible for maintaining contact with City's Project Manager and keep him/her informed of the developments on the project. It is anticipated that monthly PDT meetings will be held until the final completion of the project. The following specific subtasks will be performed:

- 1) *Management of Project Team including Subconsultants*
- 2) *Development and Agreement on Design Standards*
- 3) *Conduct PDT Meetings including Preparing Agenda and Meeting Minutes*
- 4) *Submitting of Monthly Progress Reports and Invoices including Updating Schedules*
- 5) *Quality Control of Submittals*

Task 2 Data Review, Field Surveying and Base Mapping

Under this main task the following subtasks will be performed.

- 1) *Obtain and Review Existing Documents and Reports*
Existing aerial mapping and base map previously collected during the I-10 HOV PA/ED phase will be used for this project. Prior approval will be required from SANBAG for KOA team to utilize the existing mapping. By using this existing mapping collected to Caltrans standards, no additional aerial mapping is needed.
- 2) *Supplemental Topographic Surveying*
To augment the existing mapping, DEA will provide ground topographic surveying in join areas to locate existing pavement and other hard surface elevations, and to locate large drainage structures, box culverts, bridge structures, and other major features in support of the design.
- 3) *Field Verification of Utilities*
Field verification of utilities will be carried out on visible existing utility features (such as manholes, valves, pull boxes, etc.), or by locating paint marks on the surface by a certified utility location company.
- 4) *Preparation of Base Map*
The survey topography will be submitted in ASCII format on CD-RW and a hard copy plot provided, using AutoCAD or MicroStation software. All drawings will be prepared at 1"= 40' scale.

Task 3 Utility Research and Coordination

KOA will provide preliminary notification/request letter and relocation/removal notices to all utility companies that have facilities within the limits of the project. The City shall provide KOA with the required format for the utility notice in Microsoft Word format. Said notices will inform the utility company of their need to relocate their facilities prior to construction or to adjust their facilities to grade after completion of the pavement construction. If requested by the City, potholing services will be performed under a supplement agreement.

- 1) *Coordinate with utility agencies*
- 2) *Prepare notices and follow up requests with plans to utility companies*
- 3) *Pot-hole utilities for Signal Pole Foundation (2 locations) (optional)*

Task 4 Environmental Documents

The KOA team will prepare a Biological Resources Technical Memorandum (BRTM) and a Cultural Resources Technical Memorandum (CRTM). The BRTM will consist of a literature review and a project site visit to confirm that there are no sensitive biological resources present that would be impacted by the proposed project. The CRTM will consist of a record search and a site visit to confirm the same for cultural resources. It is assumed that no resources will be encountered. Because the CEQA documentation will ultimately be submitted to



Caltrans as part of the encroachment permit, the KOA team will meet with Caltrans, with permission from the City, to confirm whether there are any additional items Caltrans will require to be investigated/reviewed and included in the CEQA documentation that is submitted with the encroachment permit. This will ensure that all areas are fully covered to process the encroachment permit. The KOA team will also prepare and file the Notice of Exemption on behalf of the City. Specific tasks include:

- 1) *Biological resources Technical Memorandum*
- 2) *Cultural Resources Technical Memorandum*
- 3) *Notice of Exemption*

Task 5 Geotechnical Design Reports

Geotechnical Consultants' field investigation will consist of drilling exploratory borings to obtain material samples for retaining wall foundation design. The results of field exploration and geotechnical laboratory tests will be evaluated and engineering analyses will be performed in order to provide geotechnical recommendations for the design and construction of the proposed project. A professional report will be prepared to summarize the data collected and present our findings, conclusions, and geotechnical recommendations for design and construction of the proposed project. Specific tasks will include:

- 1) *Review Background Information and As-built Documents*
- 2) *Analyze Data and Prepare a Preliminary Geotechnical Design Report*
- 3) *Coordinate and Perform Field Exploration*
- 4) *Perform Geotechnical Laboratory Testing*
- 5) *Conduct Analyses and Prepare a Geotechnical Design Report*

Task 6 First Review: 35% Preliminary Design Plans

Preliminary design plans will focus on issues that require general agreement on some of the items noted in the key issue section above. These will be resolved during the preliminary phase of the project. Improvement plans will include plan & profile views, existing ramp cross sections, exhibit street right of way, proposed pavement sections, and utility appurtenances. Plans include:

- On-Ramp Improvement Plan
- Traffic Signal Modification Plan
- Standard Type I Retaining Wall Structural Plan
- Signing & Striping Plans

Specific subtasks for this task will include:

- 1) *Prepare Preliminary Conceptual Design Plans for First Review (35%)*
- 2) *Prepare Preliminary Construction Cost Estimates*

Task 7 Storm Water Data Report and BMP

The KOA team will prepare a Storm Water Data Report in accordance with Caltrans' specification, the National Pollution Discharge Elimination System, and State Water Quality Control Board. In addition to providing the Best Management Practices (BMP's) for construction activities, the plan will provide structural and nonstructural BMP's designed to improve post construction water quality. At a minimum, these BMP's shall be designed to mitigate course sediment, trash/debris, and other pollutants such as dissolved oils, nutrients and metals. Specific tasks will include:

- 1) *Prepare Storm Water Data Report*
- 2) *Prepare Best Management Practices*

Task 8 Coordination with Caltrans



This project will require coordination and approval from Caltrans District 8 and, for this purpose, an Encroachment Permit will be required. KOA will follow the District requirements for obtaining the Encroachment Permit. The encroachment process is complex and we have completed this process for a number of projects. Please be mindful that once the modification process begins at any Caltrans jurisdictions, requirements for other elements of work are also expected to be included with the encroachment permit. For example, on other projects Caltrans has required us to include the following with the encroachment permit:

1. Encroachment permit application
2. Permit Engineering Evaluation Report (PEER)
3. Fact Sheet (if non-standard design items included)
4. Traffic warrant study
5. Utility coordination memo
6. Synchro Analysis-Time Space Diagram
7. Truck Turning Template
8. Isofootcandle light diagrams
9. Water Pollution Control Report
10. Cost Estimate
11. Specifications, Special Provisions
12. Six sets of folded plans

At other times, Caltrans has also required the agencies to overlay the ramps of the interchange. Hence, it is very difficult to assess what Caltrans may actually require the City to do for this project. We will assume that items 1, 2, 3, 5, 7, 8, 9, 10, 11 and 12 will be done for the purpose of this project. If Caltrans requires more, we will attempt to negotiate ourselves out of the requirement and, if necessary, complete the requirement as a supplement to the contract agreement.

Specific tasks will include:

- 1) *Meeting and Coordinating with Caltrans on Preliminary Design*
- 2) *Submit Encroachment Permit for Caltrans Approval*
- 3) *Revise Submittal Package per Caltrans Comments*
- 4) *Obtain Encroachment Permit Approval*

Task 9 Prepare Interim and Final Plans, Specifications and Estimate

KOA will prepare and assemble a set of drawings for this project in a bid package format for City review and Caltrans Encroachment permit approval. These plans will be prepared in 75%, 100% and Final Stages. The plan will be assembled after individual tasks are completed as defined in the tasks above. Other plans not noted in the tasks will be completed under this task. These plans include, Vicinity Map, Roadway Sections showing pavement thickness, etc. Plans include:

- On-Ramp Improvement Plans
- Traffic Signal Modification Plan
- Standard Type I Retaining Wall Structural Plan
- Signing & Striping Plans
- Construction Staging Plans
- Temporary Construction Control Plans

Specific tasks will include:

- 1) *Specifications and Special Provisions*
- 2) *75% PS&E Submittal*
- 3) *100% PS&E Submittal*
- 4) *Final PS&E Submittal*



CONSTRUCTION PHASE

Task 10 Engineering Support during Bidding, Award & Construction Phase

The City will be responsible for advertising and awarding the contract, and availability of the contract documents. The KOA team will provide assistance to the City during the bid phase including: answering questions from prospective bidders, review of bids, participating in the bid opening, and analyzing the bids to determine the lowest responsive bidder. KOA will work closely with the City's appointed construction inspector.

Subtasks will be as follows:

- 1) *Bidding Services*
- 2) *Review Inquiries and Submittals*

EXHIBIT “B”
SCHEDULE OF SERVICES

PROJECT SCHEDULE
Engineering Services for I-10/Ranch Avenue Eastbound On-Ramp Improvement Project
City of Colton

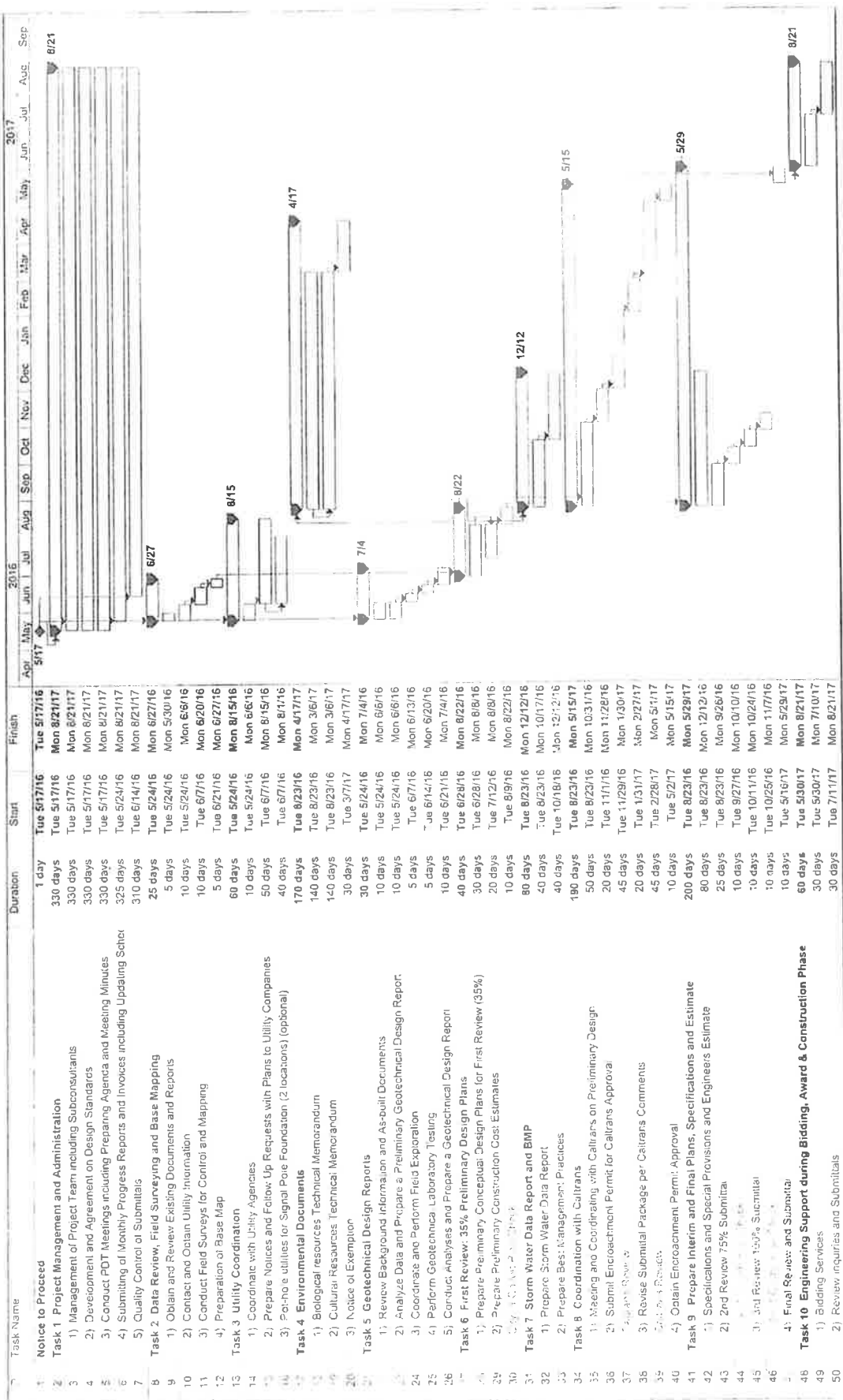


EXHIBIT "C"
COMPENSATION

FEE PROPOSAL Engineering Services for I-10/Rancho Avenue Eastbound On-Ramp Improvement Project City of Colton										
TASKS	Project Principal \$210	Project Manager \$145	Design Engineer \$105	Admin. 85	CWE Storm water Data Report	Twining Geotech	David Evans and Associates Surveying	CNS Structures	ICF Environmental	TOTAL COST
Task 1 Project Management and Administration										
11. Manage all of Project Team and all Subtasks and	2	40								\$6,640.00
12. Develop and implement all project standards	2	4								\$1,000.00
13. Conduct all project meetings and all meetings	40	40	24							\$8,320.00
14. Submit all monthly progress reports and invoices including all subtasks	16	16		16						\$3,680.00
15. Quality Control of Subtasks										\$3,360.00
Subtotal	22	100	24	16	\$0.00	\$0	\$0	\$0	\$0	\$23,000.00
Task 2 Data Review, Field Surveying and Base Mapping										
11. Obtain and Review Existing Documents and Reports		4	4				\$4,000			\$5,000.00
12. Conduct and Obtain Utility Information							\$3,000			\$3,000.00
13. Conduct Field Survey for Control and Massing		4	8				\$5,000			\$5,000.00
14. Preparation of Base Map		8	12	0	\$0.00	\$0	\$17,300	\$0	\$0	\$19,720.00
Subtotal										\$5,000.00
Task 3 Utility Coordination										
11. Coordinate with Utility Agencies		12	24							\$4,200.00
12. Prepare Notices and Follow up Requests with Plans to utility Companies		4	24							\$3,100.00
13. Prepare notices for Signal Pole Foundation (2 locations) and all										\$0.00
Subtotal		16	48	0	\$0.00	\$0	\$0	\$0	\$0	\$7,300.00
Task 4 Environmental Documents										
11. Review Resources Technical Memorandum		4	4						\$4,041	\$5,041.45
12. Analyze Data and Prepare a Preliminary Geotechnical Design Report		4	4						\$5,640	\$6,640.45
13. Cultural Resources Technical Memorandum		4	4						\$325	\$1,325.00
14. Notice of Examination		12	12	0	\$0.00	\$0	\$0	\$0	\$8,207	\$11,207.00
Subtotal										\$17,207.00
Task 5 Geotechnical Design Reports										
11. Review Existing Information and Analyze Documents		2	2			\$1,000				\$1,960.00
12. Analyze Data and Prepare a Preliminary Geotechnical Design Report		2	2			\$1,000				\$2,200.00
13. Coordinate and Perform Field Exploration						\$5,530				\$5,530.00
14. Perform Geotechnical Laboratory Testing						\$2,185				\$2,185.00
15. Develop Analyses and Prepare a Geotechnical Design Report		2	2		\$0.00	\$5,740	\$0	\$0	\$0	\$6,340.00
Subtotal		6	6	0	\$0.00	\$16,225	\$0	\$0	\$0	\$17,725.00
Task 6 First Review: 35% Preliminary Design Plans										
11. Prepare Preliminary Geotechnical Design Plans for First Review (35%)	4	32	80				\$8,000			\$21,800.00
12. Prepare Preliminary Construction Cost Estimates	1	4	20				\$1,000			\$3,800.00
Subtotal	5	36	100	0	\$0.00	\$0	\$9,000	\$0	\$0	\$25,770.00
Task 7 Storm Water Data Report and BMP										
11. Prepare Storm Water Data Report	1	4	4		\$3,000.00					\$4,210.00
12. Prepare Best Management Practices	4	4	4		\$2,000.00					\$3,000.00
Subtotal	1	8	8	0	\$5,000.00	\$0	\$0	\$0	\$0	\$7,210.00
Task 8 Coordination with Caltrans										
11. Meetings and Coordinating with Caltrans on Preliminary Design	1	40	16						\$4,375	\$12,605.00
12. Submit Environmental Plans for Caltrans Approval	1	24	80						\$1,345	\$13,435.00
13. Review Submit Package for Caltrans Comments	1	12	40							\$6,180.00
14. Obtain Environmental Permit Approval		8	20		\$0.00	\$0	\$0	\$0	\$5,920	\$35,450.00
Subtotal	3	84	156	4	\$0.00	\$0	\$0	\$0	\$5,920	\$35,450.00
Task 9 Prepare Interim and Final Plans, Specifications and Estimate										
11. Specifications and Special Provisions and Engineers Estimate	4	16	40				\$2,095			\$9,455.00
12. First Review 35% Submittal	6	36	100				\$4,000			\$21,400.00
13. Second Review 100% Submittal	4	24	80				\$3,000			\$15,720.00
14. Final Review and Submit	2	8	20				\$1,000			\$4,680.00
Subtotal	16	84	240	0	\$0.00	\$0	\$10,095	\$0	\$0	\$51,255.00
Task 10 Engineering Support during Bidding, Award & Construction Phase										
11. Bidding Services	1	9	4							\$1,795.00
12. Review Inquiries and Submittals	1	16	8							\$3,370.00
Subtotal	2	24	12	0	\$0.00	\$0	\$0	\$0	\$0	\$5,165.00
Reimbursable										
11. Receipts and printing including Maps										\$300.00
12. Travel										\$200.00
TOTAL HOURS	51	378	618	20						
TOTAL COST	\$10,710	\$54,810	\$64,880	\$1,700	\$5,000.00	\$16,225.00	\$17,300.00	\$19,095.00	\$14,127.04	\$204,357.04
KOA CORPORATION										

KOA CORPORATION

Exhibit B

Amendment No. 1 to KOA Professional Service Agreement

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN THE CITY OF COLTON
AND
KOA CORPORATION**

1. PARTIES AND DATE.

This Amendment No. 1 to the Professional Services Agreement ("1st Amendment") is made and entered into this 7th day of February, 2017 by and between the City of Colton ("City") and KOA Corporation ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this 1st Amendment.

2. RECITALS.

2.1 Agreement. City and Consultant entered into that certain Professional Services Agreement dated May 4, 2016 ("Agreement"), whereby Consultant agreed to provide professional engineering and environmental consulting services necessary for the I-10/Rancho Avenue Interchange Eastbound On-ramp Improvement Project ("Project").

2.2 Amendment. City and Consultant desire to amend the Agreement for the 1st time to extend the contract time and increase contract amount due to additional geotechnical work, and preparation of landscaping/irrigation plan required by Caltrans to complete the plans.

3. TERMS.

3.3 Fees and Payments. Section 3.3.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

3.1.2 Term. The term of this Agreement shall be from June 1, 2016 to August 31, 2018, 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.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Two Hundred Twenty-four Thousand One Hundred Ninety-One and 04/100 Dollars (\$224,191.04)** without written approval of City's City Council. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement be compensated at the rates and manner set forth in this Agreement."

3.3 Continuing Effect of Agreement. Except as amended by this 1st Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this 1st Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this 1st Amendment.

3.4 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 1st Amendment.

3.4 Counterparts. This 1st 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 AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF COLTON
AND KOA CORPORATION**

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 1 to Professional Services Agreement as of the 7th day of February, 2018.

CITY OF COLTON

By: _____
William R. Smith
City Manager

Attest: _____
Carolina R. Padilla
City Clerk

KOA CORPORATION

By: _____
Signature

Name (Print)

Title (Print)

By: _____
Signature

Name (Print)

Title (Print)

EXHIBIT "A"

COMPENSATION

Compensation to KOA Corporation for the services of this Agreement shall not exceed Two Hundred Twenty-Four Thousand One Hundred Ninety-One and 04/100 Dollars (\$224,191.04).

Summary of Additional Works:

1. Additional Geotechnical Analysis	\$ 4,680
2. Landscape and Irrigation Plan	\$ 9,934
3. <u>Project Management and Administration</u>	<u>\$ 5,220</u>
Total	\$19,834

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STAFF REPORT

ITEM NO. 11

DATE: FEBRUARY 6, 2018
TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
FROM: BILL SMITH, CITY MANAGER
PREPARED BY: DAVID X. KOLK, Ph.D., UTILITY DIRECTOR
SUBJECT: ELECTRIC RATE DEFERRED PAYMENT AGREEMENT WITH JASON GOLD

RECOMMENDED ACTION

That the City Council approve the attached Electric Rate Deferred Payment Agreement with Jason Gold (Attachment 1) and authorize the City Manager to execute the Agreement.

BACKGROUND

Mr. Gold owns a house on K Street. In June, 2017 Colton Electric Department (CED) staff were called to the area to replace a broken transformer. During the investigation into the cause of the transformer breakdown, staff determined that energy use in the area was very high. Further investigation showed that the electric meter at Mr. Gold's house was being by-passed and energy use was much greater than recorded by the meter. Mr. Gold had leased the home to others but kept the electric service in his name. Because the account is in his name, he is responsible for any stolen electricity.

ISSUES/ANALYSIS

Mr. Gold owns his home but leased the house to others and kept the electric service and other utilities in his name. Colton's Customer Service Policy puts the responsibility for electric use, including any utility theft, on the account holder.

CED has estimated that the value of the stolen electricity was around \$165,000. Mr. Gold has agreed to pay CED \$350/month for 30 years. If Mr. Gold sells the home before the full amount is repaid, he must pay the remaining amount due. If Mr. Gold stops paying the monthly amount due, the City has the right to sell his house and recover the remaining amount due. Assuming Mr. Gold makes all his payments, CED will recover about 75% (or \$126,000) of the value of the stolen electricity.

FISCAL IMPACTS

CED will recover \$350/month for up to 30 years (or until the house is sold) as payment for diversion of electrical services. The monthly amount will be receipted against the receivable on the customer account.

ALTERNATIVES

1. Provide alternative direction to staff.

ATTACHMENTS

1. Electric Rate Deferred Payment Agreement with Jason Gold

**CITY OF COLTON
ELECTRICAL RATE DEFERRED PAYMENT AGREEMENT
WITH JASON GOLD**

1. PARTIES AND DATE.

This Electrical Rate Deferred Payment Agreement ("Agreement") is made and entered into this 22 day of JANUARY, 201~~7~~⁸, ("Effective Date") by and between the City of Colton, a municipal corporation organized under the laws of the State of California with its principal place of business at 650 N. La Cadena Drive, Colton, California 92324 ("City") and Jason Gold, an individual ("Gold"), with his principal address at 469 West K Street, Colton, CA 92324. City and Gold are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1 Gold is the record owner of a single family residential property located at 469 West K Street, Colton, CA 92324 (the "Property").

2.2 Gold is also the customer of record with the City's Electric Department with respect to electricity provided to the Property.

2.3 On or about June 26, 2017, the City discovered that Gold's tenants, who were occupying the Property at the time, were illegally diverting electricity to the Property through an unmetered connection to the City's electrical grid, in order to operate a marijuana cultivation facility.

2.4 The City has calculated that Gold's tenants illegally diverted \$165,000 worth of electricity from the City's electrical grid to the Property. Had this usage been metered, the City could have billed this amount to Gold in accordance with its standard utility rate policies and procedures.

2.5 As the owner of the Property and as the City's customer of record, Gold is legally responsible for paying \$165,000 to the City immediately for the electricity used by his Property as described above, in accordance with the City's standard utility rate policies and procedures.

2.6 In lieu of pursuing legal action against Gold to collect this full amount immediately, City is willing to allow Gold to satisfy this obligation over time under the terms and conditions forth herein.

3. AGREEMENT

3.1 **Term.** The Term of this Agreement shall commence on the Effective Date and shall remain in effect until either of the following: (i) this Agreement is terminated by mutual agreement of the Parties, (ii) this Agreement is terminated due to a default by either Party, provided the non-defaulting Party provides not less than thirty (30) calendar days prior written

notice to the defaulting Party, or (iii) Gold has made the full repayment of moneys required under this Agreement.

3.2 Amount of Diverted Electricity Rates/Alternative Satisfaction of Obligation.

3.2.1 In executing this Agreement, City and Gold hereby agree that the total value of electricity diverted from the City's electrical grid to serve the Property is One Hundred Sixty Five Thousand Dollars and No Cents (\$165,000.00) (the "Total Diverted Electricity Rates"), and that this figure represents the accurate cost to the City for the diverted electricity as described above. Therefore, Gold's maximum financial obligation under this Agreement will be for the Total Diverted Electricity Rates (\$165,000.00) plus accrued interest, as set forth in Sections 3.3.3 and 3.4 below.

3.2.2 Notwithstanding the above, subsections 3.3.1 and 3.3.2 of this Agreement allow Gold, under certain circumstances, to fully satisfy the above obligation by paying less than the Total Diverted Electricity Rates (\$165,000.00) plus accrued interest. City has determined that this allowance is not a gift of public funds in that it is in settlement of potential litigation with Gold to pursue the Total Diverted Electricity Rates immediately.

3.3 Repayment of Obligation Through Monthly Electricity Bill. Gold shall satisfy its obligation to repay the City as follows:

3.3.1 *Option 1 (360 Regular Monthly Payments):* Gold shall pay the sum of Three Hundred Fifty Dollars and No Cents (\$350.00) to the City every month over a period of three hundred sixty (360) months. The sum total of these payments equals One Hundred Twenty Six Thousand Dollars and No Cents (\$126,000.00). Gold shall pay each installment at the same time all other City electricity rates and charges are due on the Property for that month. Provided that Gold timely pays all 360 installments required by this subsection 3.3.1, Gold shall be deemed to have fully satisfied his repayment obligation to City under this Agreement. In such event, City agrees to seek no further recovery against Gold for any unpaid Diverted Electricity Rates or any interest accruing thereon, and shall release and reconvey the Note and Deed of Trust referenced in Sections 3.5 and 3.6 below.

3.3.2 *Option 2 (Sale of Property Prior to Completing 360 Monthly Payments):* If Gold intends to sell the Property prior to making all 360 monthly installment payments required under subsection 3.3.1, Gold shall pay to the City an amount equal to the Total Diverted Electricity Rates (\$165,000.00), with accrued interest, minus the sum of all monthly installment payments made by Gold to the City under subsection 3.3.1 to date. Provided that Gold timely pays this amount to City, Gold shall be deemed to have fully satisfied his repayment obligation to City under this Agreement. City shall not be required to release or reconvey the Note or Deed of Trust referenced in Sections 3.5 and 3.6 below until it has received full payment from Gold as provided herein. City and Gold may mutually agree to tender the payment and releases/reconveyances required by this subsection through escrow.

3.3.3 If Gold fails to timely pay the amounts to City set forth in either subsections 3.3.1 or 3.3.2, as applicable, City may declare Gold in default of this Agreement. If Gold defaults under this Agreement and fails to promptly cure said default after notice as provided in Section 3.7 below, the unpaid amount of the Total Diverted Electricity Charges (\$165,000.00), plus accrued interest, shall become immediately due and payable pursuant to the Note (defined in Section 3.5 below)

3.4 **Interest.** Interest on the Total Diverted Electricity Rates shall be established at the current prime lending rate of three and three-quarters percent (3.75%).

3.5 **Promissory Note.** Gold shall execute and deliver to City a Promissory Note ("Note"). The Note shall be in substantially the same form as attached in Exhibit "A". The Note shall evidence Gold's maximum obligation to pay the City, upon the terms and conditions set forth in this Agreement. While this Agreement provides two alternative means by which Gold may fully satisfy his obligation to the City by paying less than the Total Diverted Electricity Rates plus accrued interest, this Note secures Gold's maximum financial obligation under this Agreement to provide recourse to the City in the event of a default under Sections 3.3.3 and 3.7.

3.6 **Note Secured by Deed of Trust.** The Note shall be secured by a deed of trust, executed by Gold and placing a first-priority lien upon the Property. The deed of trust shall be substantially in the same form as attached in Exhibit "B".

3.7 **Default.** In the event that Gold defaults on his obligations under this Agreement prior to final payment, City shall provide Gold written notice of such default and Gold shall thereafter have thirty (30) calendar days to cure said default. In the event Gold fails to cure said default within thirty (30) calendar days following written notice from City, City may, at its option, declare all unpaid Total Diverted Electricity Rates and accrued interest immediately due and payable pursuant to the Note (defined above), and shall have such other remedies as set forth in the Agreement and by law.

4. GENERAL PROVISIONS.

4.1 **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:

Gold:

Jason Gold
469 WK St.
COLTON, CA 92324

City:

City of Colton, Electric Department
650 N. La Cadena Drive

Colton, CA 92324
Attn: Colton Electric Department 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.

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

4.3 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

4.4 Assignment or Transfer. Gold 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 City, which consent shall not be unreasonably withheld, delayed or conditioned. Any attempt to do so shall be null and void, and any assignees, hypothecatees or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

4.5 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 business days, unless otherwise expressly specified herein. All references to Gold include all personnel, employees, agents, contractors, and subcontractors of Gold, 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.

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

4.7 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.

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

4.9 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.

4.10 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.

4.11 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 out-of-pocket attorney's fees and all other costs of such action.

4.12 Authority to Enter Agreement. Gold has all requisite power and authority to conduct its business and to execute, deliver, and perform its obligations under this 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.

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

4.14 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 NEXT PAGE]

**SIGNATURE PAGE FOR
CITY OF COLTON
ELECTRICAL RATE DEFERRED PAYMENT AGREEMENT
WITH JASON GOLD**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the
22 day of JANUARY, ~~2017~~
2018

CITY OF COLTON

By: _____
City Manager

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

GOLD

Jason Gold

Jason Gold

EXHIBIT "A"
PROMISSORY NOTE

[attached behind this page]

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PROMISSORY NOTE

ELECTRICAL RATE DEFERRED PAYMENT AGREEMENT WITH JASON GOLD

Principal Amount: \$165,000

Date of Note: 22, JANUARY ²⁰¹⁸ ~~2017~~

Borrower: Jason Gold

Lender: City of Colton, a California municipal corporation

Maturity Date: 360 months from Date of Note

Interest Rate: 3.75 %

FOR VALUE RECEIVED, the undersigned JASON GOLD, an individual, ("Borrower") whose address is 469 W K St., COLTON CA 92324, promises to pay, at the times stated in this Note, to the order of the City of Colton, a California municipal corporation ("Lender"), the principal sum of one hundred sixty five thousand dollars and no cents (\$165,000), together with interest on the unpaid principal balance of this Note, from time to time outstanding at an annual rate as set forth herein from the date set forth herein until fully paid at 650 N. La Cadena Drive, Colton, California 92324 or at such other place Lender may designate to Borrower in writing.

Reference to Primary Agreement. This Note is made by Borrower to the order of Lender pursuant to that certain "Electrical Rate Deferred Payment Agreement", dated as of 22, JANUARY, 2017, by and between Borrower and Lender (the "Agreement"). The Agreement provides two alternative means by which Borrower may fully satisfy its obligation to Lender without paying the entire principal and interest due under this Note to Lender. This Note is executed as security for full repayment to City in the event that Borrower defaults in his obligations under Section 3.3.3 of the Agreement. In the event of any conflict between the terms of this Note and the terms of the Agreement, the terms of the Agreement shall control.

Calculation of Principal. The amount of the principal of this Note is one hundred sixty five thousand dollars and no cents (\$165,000.00).

Interest. Interest on the unpaid principal balance under this Note will accrue from the from the Effective Date of the Agreement at an annual rate of three and 75 one-hundredth percent (3.75%). This amount shall be included in the payment calculation set forth below.

Method of Calculating Interest. Interest on any amount due or becoming due under this Note shall be computed based on a 360-day year and the actual number of days elapsed. Interest computed based on a 360-day year is greater than interest computed based on a 365-day year.

Payment. All sums due under this Note are payable in lawful money of the United States. Checks constitute payment only when collected.

Exhibit A Page 1 of 5

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Payment of Principal and Interest/Alternative Satisfaction of Obligation. Section 3.3 of the Agreement provides two alternative means by which Borrower may fully satisfy his obligation to Lender without paying the entire principal and interest due under this Note to Lender. Provided that Borrower timely makes monthly payments as set forth in subsection 3.3.1 of the Agreement, or timely makes the one-time payment set forth in subsection 3.3.2 of the Agreement, Borrower shall not be obligated to pay Lender the full principal and interest due under this Note. Nonetheless, this Note is executed as security for full repayment to City of the Total Diverted Electricity Rates, plus accrued interest, in the event that Borrower does not satisfy its obligations to Lender under subsections 3.3.1 or 3.3.2 of the Agreement, and thereby defaults in his obligations under the Agreement.

Default. Each of the following shall constitute a default: (i) Borrower's failure to pay any installment or other sum due under this Note as and when due and payable (whether by extension, acceleration, or otherwise); (ii) the occurrence of a default under the Agreement; or (iii) any breach of any other promise or obligation in this Note or in any other instrument now or hereafter securing the indebtedness evidenced by this Note. Lender shall provide Borrower written notice of any default and Borrower shall thereafter have thirty (30) calendar days to cure said default. In the event Borrower fails to cure said default within thirty (30) calendar days following written notice from Lender, Lender may, at its option, declare an "Event of Default" and this Note (including, without limitation, all accrued interest) due and payable immediately regardless of the Maturity Date, and shall have such other remedies as set forth in the Agreement.

Interest on Default. From and after the Maturity Date (either according to the terms of this Note or as the result of an acceleration of the then unpaid principal balance under the terms of this Note), the entire unpaid Principal balance shall automatically bear an annual interest rate (instead of the rate specified in Paragraph 3) equal to the lesser of (a) twelve percent (12%) or (b) the maximum interest rate allowed by law (the "Default Rate").

Interest on Interest. If any interest payment due or becoming due under this Note is not paid when due, the unpaid interest shall be added to the Principal of this Note, shall become and be treated as principal, and shall thereafter bear like interest.

Costs and Attorney Fees. Borrower agrees to pay the following costs, expenses, and attorney fees paid or incurred by Lender, or adjudged by a court: (a) reasonable costs of collection and costs, expenses, and attorney fees paid or incurred in connection with the collection or enforcement of this Note if an Event of Default has occurred, whether or not suit is filed; (b) reasonable costs, expenses, and attorney fees paid or incurred in connection with representing Lender in any bankruptcy, reorganization, receivership, or other proceedings affecting creditors' rights and involving a claim under this Note; and (c) costs of suit and such sum as the court may adjudge as attorney fees in any action to enforce payment of this Note or any part of it. Lender's reasonable attorney's fees and costs shall only include out-of-pocket costs incurred by Lender and shall not include the salaries and benefits of attorneys employed by the Lender.

Waiver. Borrower, endorsers, and all other persons liable or to become liable on this Note waive presentment, protest, and demand; notice of protest, demand, and dishonor; and all other notices or matters of a like nature.

Notice. Any notice required to be provided in this Note shall be given in writing and shall be sent: (a) for personal delivery by a delivery service that provides a record of the date of delivery, the individual to whom delivery was made, and the address where delivery was made; (b) by first-class certified United States mail, postage prepaid, return receipt requested; or (c) by a nationally recognized overnight (one-night) courier service, marked for next day business delivery. All notices shall be addressed to the party to whom such notice is to be given at the property address stated in this Note or to such other address as a party may designate by written notice to the other. All notices shall be deemed effective on the earliest of (a) actual receipt; (b) rejection of delivery; (c) if sent by certified mail, the third (3rd) day on which regular United States mail delivery service is provided after the date of mailing or, if sent by overnight delivery service, on the next day on which such service makes next-business-day deliveries after the date of sending.

Note Secured by Deed of Trust/Release of Deed of Trust. This Note shall be secured by that certain Deed of Trust (the "Deed of Trust") of even date herewith made by Borrower, as trustor, to Chicago Title Company, as trustee, for the benefit of Lender, as beneficiary. The Deed of Trust shall be a first priority lien against the Property (as defined in the Agreement) until such time that Borrower fully repays the principal and accrued interest under this Note, or fully satisfies his payment obligation to the City by alternative means provided in subsections 3.3.1 or 3.3.2 of the Agreement. Upon such time, the Parties agree to take all actions and execute all documents necessary to release the Deed of Trust from the Property.

Forbearance Not a Waiver. If Lender delays in exercising or fails to exercise any of its rights under this Note, that delay or failure shall not constitute a waiver of any Lender rights or of any breach, default, or failure of condition under this Note. No waiver by Lender of any of its rights or of any such breach, default, or failure of condition shall be effective, unless the waiver is expressly stated in a writing signed by Lender.

Assignment. This Note inures to and binds the heirs, legal representatives, successors, and assigns of Borrower and Lender; provided, however, that Borrower may not assign this Note or any proceeds of it, or assign or delegate any of its rights or obligations, without Lender's prior written consent in each instance, which consent shall not be unreasonably withheld, delayed or conditioned. Lender in its sole discretion may transfer this Note, and may sell or assign participations or other interests in all or any part of this Note, all without notice to or the consent of Borrower

Governing Law. This Note shall be construed and enforceable according to the laws of the State of California for all purposes, without application of conflicts of laws principles.

Usury. All agreements between Borrower and Lender are expressly limited, so that in no event or contingency, whether because of the advancement of the proceeds of this Note, acceleration of maturity of the unpaid principal balance, or otherwise, shall the amount paid or

agreed to be paid to Lender for the use, forbearance, or retention of the money to be advanced under this Note exceed the highest lawful rate permissible under applicable usury laws. If, under any circumstances, fulfillment of any provision of this Note or any other agreement pertaining to this Note, after timely performance of such provision is due, shall involve exceeding the limit of validity prescribed by law that a court of competent jurisdiction deems applicable, then, ipso facto, the obligations to be fulfilled shall be reduced to the limit of such validity. If, under any circumstances, Lender shall ever receive as interest an amount that exceeds the highest lawful rate, the amount that would be excessive interest shall be applied to reduce the unpaid principal balance under this Note and not to pay interest, or, if such excessive interest exceeds the unpaid principal balance under this Note, such excess shall be refunded to Borrower. This provision shall control every other provision of all agreements between Borrower and Lender.

Time Is of the Essence. Time is of the essence with respect to all obligations of Borrower under this Note.

Joint and Several Liability. If more than one person or entity is signing this Note as Borrower, their liability under this Note shall be joint and several.

Right To Prepay. Borrower may prepay the principal amount outstanding under this Note, in whole or in part, at any time without charge. Partial prepayments shall be accompanied by interest on the amount prepaid through the date of prepayment. All prepayments of principal under this Note shall be applied to the most remote principal installment then unpaid.

Waiver of Statute of Limitations. The pleading of any statute of limitations as a defense to the obligations evidenced by this Note is waived to the fullest extent permissible by law.

Severability. If any provision of this Note, or the application of it to any person or circumstance, is held void, invalid, or unenforceable by a court of competent jurisdiction, the remainder of this Note, and the application of such provision to other persons or circumstances, shall not be affected thereby, the provisions of this Note being severable in any such instance.

Acknowledgment. PRIOR TO SIGNING THIS NOTE, BORROWER HAS READ AND UNDERSTANDS ALL OF ITS PROVISIONS AND HAS CONSULTED WITH LEGAL COUNSEL OR BORROWER'S INDEPENDENT SELECTION REGARDING BORROWER'S OBLIGATIONS UNDER THIS NOTE. BORROWER AGREES TO THE TERMS AND CONDITIONS OF THIS NOTE AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS NOTE.

Incorporation of Defined Terms. All terms, phrases, and words indicated to be defined terms by initial capitalization in this Note that are not specifically defined in this Note shall have the meaning ascribed to the same term, phrase, or word in the Agreement or, if not defined in the Agreement, the meaning ascribed to the same term, phrase, or word in the Deed of Trust.

Executed at COLTON, California, on the 22 day of JANUARY, ~~2017~~
2018

Exhibit A Page 4 of 5

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LENDER:
CITY OF COLTON, a California municipal
corporation

BORROWER:
Jason Gold, an individual



By: _____
Name:
Its: City Manager
ATTEST:

By: _____
City Clerk

APPROVED AS TO LEGAL FORM:
Best Best & Krieger LLP

By: _____
City Attorney

RECORDING REQUESTED BY:
WHEN RECORDED MAIL TO:

City of Colton
650 N. La Cadena Avenue
Colton, CA 92324
Attn: David Kolk,
Electric Department Director

Fee Exempt: Gov't Code § 27383

SPACE ABOVE LINE FOR RECORDER'S USE

DEED OF TRUST

THIS DEED OF TRUST ("Deed of Trust"), dated 22, JANUARY, 2018, is made by Jason Gold, an individual, whose address is 469 W K St., Colton, CA 92324 ("Trustor"), in favor of Chicago Title Company, a California corporation ("Trustee"), for the benefit of the City of Colton, a California municipal corporation, whose address is 650 N. La Cadena Avenue, Colton, CA 92324 ("Beneficiary"), and is executed to secure that certain Promissory Note Secured by a Deed of Trust dated as of 22, JANUARY, 2017 in a principal amount of One Hundred Sixty Five Thousand Dollars and No Cents (\$165,000.00), plus interest thereon, as provided by said Promissory Note, executed by Trustor in favor of Beneficiary (such Promissory Note, as it may from time to time be amended, renewed or otherwise modified being referred to in this Deed of Trust as the "Note"), the provisions of which are incorporated in this Deed of Trust by reference.

This Deed of Trust is made by Trustor pursuant to that certain Electrical Rate Deferred Payment Agreement, dated as of 22, JANUARY, 2018 by and between Trustor and Beneficiary (the "Agreement"). In the event of any conflict between the terms of this Deed of Trust and the terms of the Agreement, the terms of the Agreement shall control.

Section 1. Grant in Trust and Security Agreement. For valuable consideration, Trustor irrevocably grants to Trustee, in trust, with power of sale, for the benefit of Beneficiary, the following property (the "Trust Estate"):

- (a) the real property described in Exhibit "A" attached to this Deed of Trust and incorporated in this Deed of Trust by reference (the "Land"); and
- (b) all buildings, structures and other improvements now or in the future located or to be constructed on the Land (the "Improvements"); and
- (c) all other rights and interests now or in the future benefiting or otherwise relating to the Land or the Improvements, including easements, rights-of-way, water rights and

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water stock (the "Appurtenances," and together with the Land and the Improvements, the "Property").

Section 2. Obligations Secured. This Deed of Trust is given for the purpose of securing payment and performance of the following (the "Secured Obligations"): (a) all present and future indebtedness evidenced by the Note, (b) all present and future obligations of Trustor to Beneficiary under this Deed of Trust and the Agreement; and (c) all additional present and future obligations of Trustor to Beneficiary under any other agreement which is secured by this Deed of Trust.

Section 3. Trustor's Covenants. To protect the security of this Deed of Trust, Trustor agrees as follows:

3.01. Payment and Performance of Secured Obligations. Trustor shall pay and perform all Secured Obligations in accordance with their respective terms.

3.02. Liens and Taxes. Trustor shall pay, prior to delinquency, all taxes and perform all other obligations which are or may become a lien affecting any part of the Trust Estate.

Section 4. Obligations With Respect to Trust Estate. Neither Beneficiary nor Trustee shall be under any obligation to preserve, maintain or protect the Trust Estate or any of Trustor's rights or interests in the Trust Estate, or take any action with respect to any other matters relating to the Trust Estate. Beneficiary and Trustee do not assume and shall have no liability for any of Trustor's obligations with respect to any rights or any other matters relating to the Trust Estate.

Section 5. Remedies Upon Event of Default. Upon the occurrence of any Event of Default (defined in Section 6 hereof): (i) all Secured Obligations shall immediately become due and payable without further notice to Trustor in accordance with the terms of the Note; (ii) upon demand by Beneficiary, Trustor shall pay to Beneficiary sums which will be sufficient to pay one month prior to the time the same become delinquent, all taxes which are or may become a lien affecting the Trust Estate and the premiums for any policies of insurance to be obtained hereunder. In addition, Beneficiary may, without notice to or demand upon Trustor, exercise any one or more of the following remedies, either directly or through Trustee, an agent or court-appointed receiver:

(i) enter, take possession of, manage, and exercise any other rights of an owner of the Trust Estate, and use any other properties of Trustor relating to the Trust Estate, all without payment of rent or other compensation to Trustor;

(ii) conduct any business of Trustor in relation to the Trust Estate and deal with Trustor's creditors, debtors, tenants, agents and employees and any other persons having any relationship with Trustor in relation to the Trust Estate;

(iii) take such other action as Beneficiary deems appropriate to protect the security of this Deed of Trust.

Beneficiary may execute and deliver to Trustee written notice of default and of its election to cause all or any part of the Trust Estate to be sold, which notice Trustee shall cause to be filed for record; and after the lapse of such time as may then be required by law following the recordation of such notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell such Property at the time and place fixed by it in such notice of sale, either as a whole or in separate parcels and in such order as Beneficiary may direct (Trustor waiving any right to direct the order of sale), at public auction to the highest bidder for cash in lawful money of the United States (or cash equivalents acceptable to Trustee to the extent permitted by applicable law), payable at the time of sale. Any person, including Trustee or Beneficiary, may purchase at such sale, and any bid by Beneficiary may be, in whole or in part, in the form of cancellation of all or any part of the Secured Obligations. Any such sale shall be free and clear of any interest of Trustor and any lease, encumbrance or other matter affecting the property so sold which is subject or subordinate to this Deed of Trust.

All proceeds of collection, sale or other liquidation of the Trust Estate shall be applied first to all costs, fees, expenses and other amounts (including interest) payable by Trustor under this Deed of Trust and to all other Secured Obligations not otherwise repaid in such order and manner as Beneficiary may determine, and the remainder, if any, to the person or persons legally entitled thereto.

Each of the remedies provided in this Deed of Trust is cumulative and not exclusive of, and shall not prejudice, any other remedy provided in this Deed of Trust or by applicable laws and shall be subject and subordinate to the remedies of any holder of a senior lien permitted hereunder. Trustor, for itself and for any other person claiming by or through Trustor, waives, to the fullest extent permitted by applicable laws, all rights to require a marshaling of assets by Trustee or Beneficiary or to require Trustee or Beneficiary to first resort to any particular portion of the Trust Estate or any other security (whether such portion shall have been retained or conveyed by Trustor) before resorting to any other portion, and all rights of redemption, stay and appraisal.

Section 6. Event of Default. An "Event of Default" shall be deemed to occur if Trustor is in material breach of any of its obligations under any of the following:

- (i) The Note;
- (ii) This Deed of Trust; or
- (iii) The Agreement

and such breach is not cured within thirty (30) days after Trustor receives written notice of such breach.

Section 7. Costs, Fees and Expenses. Trustor shall pay, on demand, all costs, fees, expenses, advances, charges, losses and liabilities of Trustee and Beneficiary under or in connection with this Deed of Trust or the enforcement of, or the exercise of any remedy or any other action taken by Trustee or Beneficiary under, this Deed of Trust or the collection of the Secured Obligations, in each case including (i) reconveyance and foreclosure fees of Trustee, (ii) costs and expenses in

Exhibit B Page 3 of 5

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connection with the operation, maintenance, preservation, or sale of the Trust Estate or foreclosure of this Deed of Trust, (iii) advances made by Beneficiary to complete or partially construct all or any part of any construction on the Land, (iv) cost of evidence of title, and (v) the reasonable fees and disbursements of Trustee's and Beneficiary's legal counsel.

Section 8. Late Payments. By accepting payment of any part of the Secured Obligations after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other Secured Obligations or to declare a default for failure to so pay.

Section 9. Release and Reconveyance. Upon written request of Beneficiary and surrender of this Deed of Trust and the Note to Trustee for cancellation or endorsement, and upon payment of its fees and charges, Trustee shall reconvey, without warranty, all or any part of the Property then subject to this Deed of Trust. Any reconveyance, whether full or partial, may be made in terms to "the person or persons legally entitled thereto," and the recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof.

Except as expressly set forth below, Beneficiary shall not be required to cause any Property to be released from this Deed of Trust until final payment and performance in full of all Secured Obligations and termination of all obligations of Beneficiary under or in connection with the Note or until the Secured Obligations are forgiven. Upon Trustor's final payment and performance of all Secured Obligations, the Parties agree to take all actions and execute all documents necessary to release and reconvey the Trust Estate from this Deed of Trust.

Section 10. Substitution of Trustee. Beneficiary may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named in or acting under this Deed of Trust.

Section 11. Successors and Assigns. This Deed of Trust applies to and shall be binding on and inure to the benefit of all parties to this Deed of Trust and their respective successors and permitted assigns.

Section 12. Acceptance. Notice of acceptance of this Deed of Trust by Beneficiary or Trustee is waived by Trustor. Trustee accepts this Deed of Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

Section 13. Governing Law. This Deed of Trust shall be governed by, and construed and enforced in accordance with, the Laws of California.

Section 14. Request for Notice. Trustor requests that a copy of any notice of default and a copy of any notice of sale be mailed to Trustor at Trustor's address set forth above.

Dated: 22, JANUARY 2018

"BENEFICIARY"

**THE CITY OF COLTON,
a California municipal corporation**

By: _____

Its: _____

ATTEST:

City Clerk

**APPROVED AS TO LEGAL FORM:
BEST, BEST & KRIEGER, LLP**

City Attorney

"TRUSTOR"

JASON GOLD, and individual

Jason Gold

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGEMENT

STATE OF CALIFORNIA

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COUNTY OF SAN BERNARDINO

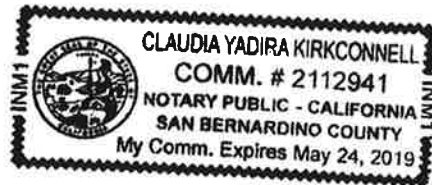
On January 22, 2018, before me, Claudia Yadira Kirkconnell/Notary Public
personally appeared - Jason Scott Gold -

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Signature of Notary Public



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGEMENT

STATE OF CALIFORNIA

}ss

COUNTY OF SAN BERNARDINO

On January 22, 2018, before me Claudia Yadira Kirkconnell, Notary Public
personally appeared - Jason Scott Gold -,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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WITNESS my hand and official seal.


Signature of Notary Public

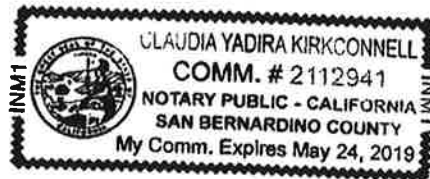


EXHIBIT "A" TO DEED OF TRUST

Legal Description of Land

All that certain real property situated in the City of Colton, County of San Bernardino, State of California, described as follows:

COLTON CITY LOTS 11 AND 12 BLK 144 EX PTN LYING NLY OF LI DESC BEG AT PT ON WLY LI SD LOT 12
DISTANT SLY 12.38 FT FROM NWLY COR SD LOT 12 TH SELY IN A DIRECT LI TO PT OF INTERSECTION
WITH ELY LI SD LOT 11 DISTANT SLY 19.46 FT FROM NELY COR SD LOT 11

Assessor's Parcel Number: 0163-022-22-0000

More commonly known as 469 West K Street, Colton, California 92324.

Total Amount Due	165000		
monthly interest rate	0.001666667	(2% per year)	0.02
Payment	350		

Month	Starting Amount Owed	Payment	Interest	End of Period Amount Owed	Credit		
1	\$ 165,000.00	\$ (350.00)	\$ 274.42	\$ 164,924.42	\$ 164,310.48	to amortize over 30 years should be paying	
2	\$ 164,924.42	\$ (350.00)	\$ 274.29	\$ 164,848.71	\$ 163,969.37	613.9364	0.036227
3	\$ 164,848.71	\$ (350.00)	\$ 274.16	\$ 164,772.87	\$ 163,627.69		0.811362
4	\$ 164,772.87	\$ (350.00)	\$ 274.04	\$ 164,696.91	\$ 163,285.45		0.04465
5	\$ 164,696.91	\$ (350.00)	\$ 273.91	\$ 164,620.82	\$ 162,942.63		
6	\$ 164,620.82	\$ (350.00)	\$ 273.78	\$ 164,544.61	\$ 162,599.24		
7	\$ 164,544.61	\$ (350.00)	\$ 273.66	\$ 164,468.26	\$ 162,255.28		
8	\$ 164,468.26	\$ (350.00)	\$ 273.53	\$ 164,391.79	\$ 161,910.75		
9	\$ 164,391.79	\$ (350.00)	\$ 273.40	\$ 164,315.20	\$ 161,565.64		
10	\$ 164,315.20	\$ (350.00)	\$ 273.28	\$ 164,238.47	\$ 161,219.95		
11	\$ 164,238.47	\$ (350.00)	\$ 273.15	\$ 164,161.62	\$ 160,873.69		
12	\$ 164,161.62	\$ (350.00)	\$ 273.02	\$ 164,084.64	\$ 160,526.86		
13	\$ 164,084.64	\$ (350.00)	\$ 272.89	\$ 164,007.53	\$ 160,179.44		
14	\$ 164,007.53	\$ (350.00)	\$ 272.76	\$ 163,930.29	\$ 159,831.45		
15	\$ 163,930.29	\$ (350.00)	\$ 272.63	\$ 163,852.93	\$ 159,482.87		
16	\$ 163,852.93	\$ (350.00)	\$ 272.50	\$ 163,775.43	\$ 159,133.72		
17	\$ 163,775.43	\$ (350.00)	\$ 272.38	\$ 163,697.81	\$ 158,783.98		
18	\$ 163,697.81	\$ (350.00)	\$ 272.25	\$ 163,620.05	\$ 158,433.66		
19	\$ 163,620.05	\$ (350.00)	\$ 272.12	\$ 163,542.17	\$ 158,082.76		
20	\$ 163,542.17	\$ (350.00)	\$ 271.99	\$ 163,464.16	\$ 157,731.27		
21	\$ 163,464.16	\$ (350.00)	\$ 271.86	\$ 163,386.01	\$ 157,379.20		
22	\$ 163,386.01	\$ (350.00)	\$ 271.73	\$ 163,307.74	\$ 157,026.54		
23	\$ 163,307.74	\$ (350.00)	\$ 271.60	\$ 163,229.34	\$ 156,673.29		
24	\$ 163,229.34	\$ (350.00)	\$ 271.47	\$ 163,150.80	\$ 156,319.45		
25	\$ 163,150.80	\$ (350.00)	\$ 271.33	\$ 163,072.14	\$ 155,965.02		
26	\$ 163,072.14	\$ (350.00)	\$ 271.20	\$ 162,993.34	\$ 155,610.00		

Total Amount Due	165000		
monthly interest rate	0.001666667	(2% per year)	0.02
Payment	350		

Month	Starting Amount Owed	Payment	Interest	End of Period Amount Owed	Credit
27	\$ 162,993.34	\$ (350.00)	\$ 271.07	\$ 162,914.41	\$ 155,254.40
28	\$ 162,914.41	\$ (350.00)	\$ 270.94	\$ 162,835.35	\$ 154,898.19
29	\$ 162,835.35	\$ (350.00)	\$ 270.81	\$ 162,756.16	\$ 154,541.40
30	\$ 162,756.16	\$ (350.00)	\$ 270.68	\$ 162,676.84	\$ 154,184.01
31	\$ 162,676.84	\$ (350.00)	\$ 270.54	\$ 162,597.38	\$ 153,826.02
32	\$ 162,597.38	\$ (350.00)	\$ 270.41	\$ 162,517.80	\$ 153,467.44
33	\$ 162,517.80	\$ (350.00)	\$ 270.28	\$ 162,438.08	\$ 153,108.26
34	\$ 162,438.08	\$ (350.00)	\$ 270.15	\$ 162,358.22	\$ 152,748.48
35	\$ 162,358.22	\$ (350.00)	\$ 270.01	\$ 162,278.24	\$ 152,388.10
36	\$ 162,278.24	\$ (350.00)	\$ 269.88	\$ 162,198.12	\$ 152,027.12
37	\$ 162,198.12	\$ (350.00)	\$ 269.75	\$ 162,117.86	\$ 151,665.54
38	\$ 162,117.86	\$ (350.00)	\$ 269.61	\$ 162,037.48	\$ 151,303.35
39	\$ 162,037.48	\$ (350.00)	\$ 269.48	\$ 161,956.96	\$ 150,940.57
40	\$ 161,956.96	\$ (350.00)	\$ 269.34	\$ 161,876.30	\$ 150,577.17
41	\$ 161,876.30	\$ (350.00)	\$ 269.21	\$ 161,795.51	\$ 150,213.18
42	\$ 161,795.51	\$ (350.00)	\$ 269.08	\$ 161,714.59	\$ 149,848.57
43	\$ 161,714.59	\$ (350.00)	\$ 268.94	\$ 161,633.53	\$ 149,483.36
44	\$ 161,633.53	\$ (350.00)	\$ 268.81	\$ 161,552.33	\$ 149,117.54
45	\$ 161,552.33	\$ (350.00)	\$ 268.67	\$ 161,471.01	\$ 148,751.11
46	\$ 161,471.01	\$ (350.00)	\$ 268.54	\$ 161,389.54	\$ 148,384.07
47	\$ 161,389.54	\$ (350.00)	\$ 268.40	\$ 161,307.94	\$ 148,016.42
48	\$ 161,307.94	\$ (350.00)	\$ 268.26	\$ 161,226.20	\$ 147,648.15
49	\$ 161,226.20	\$ (350.00)	\$ 268.13	\$ 161,144.33	\$ 147,279.27
50	\$ 161,144.33	\$ (350.00)	\$ 267.99	\$ 161,062.32	\$ 146,909.78
51	\$ 161,062.32	\$ (350.00)	\$ 267.85	\$ 160,980.17	\$ 146,539.67
52	\$ 160,980.17	\$ (350.00)	\$ 267.72	\$ 160,897.89	\$ 146,168.94

Total Amount Due	165000		
monthly interest rate	0.001666667	(2% per year)	0.02
Payment	350		

Month	Starting Amount Owed	Payment	Interest	End of Period Amount Owed	Credit
53	\$ 160,897.89	\$ (350.00)	\$ 267.58	\$ 160,815.47	\$ 145,797.59
54	\$ 160,815.47	\$ (350.00)	\$ 267.44	\$ 160,732.91	\$ 145,425.63
55	\$ 160,732.91	\$ (350.00)	\$ 267.30	\$ 160,650.22	\$ 145,053.05
56	\$ 160,650.22	\$ (350.00)	\$ 267.17	\$ 160,567.39	\$ 144,679.84
57	\$ 160,567.39	\$ (350.00)	\$ 267.03	\$ 160,484.41	\$ 144,306.02
58	\$ 160,484.41	\$ (350.00)	\$ 266.89	\$ 160,401.31	\$ 143,931.57
59	\$ 160,401.31	\$ (350.00)	\$ 266.75	\$ 160,318.06	\$ 143,556.49
60	\$ 160,318.06	\$ (350.00)	\$ 266.61	\$ 160,234.67	\$ 143,180.79
61	\$ 160,234.67	\$ (350.00)	\$ 266.47	\$ 160,151.15	\$ 142,804.47
62	\$ 160,151.15	\$ (350.00)	\$ 266.34	\$ 160,067.48	\$ 142,427.52
63	\$ 160,067.48	\$ (350.00)	\$ 266.20	\$ 159,983.68	\$ 142,049.94
64	\$ 159,983.68	\$ (350.00)	\$ 266.06	\$ 159,899.73	\$ 141,671.73
65	\$ 159,899.73	\$ (350.00)	\$ 265.92	\$ 159,815.65	\$ 141,292.89
66	\$ 159,815.65	\$ (350.00)	\$ 265.78	\$ 159,731.42	\$ 140,913.41
67	\$ 159,731.42	\$ (350.00)	\$ 265.64	\$ 159,647.06	\$ 140,533.31
68	\$ 159,647.06	\$ (350.00)	\$ 265.50	\$ 159,562.56	\$ 140,152.57
69	\$ 159,562.56	\$ (350.00)	\$ 265.35	\$ 159,477.91	\$ 139,771.20
70	\$ 159,477.91	\$ (350.00)	\$ 265.21	\$ 159,393.12	\$ 139,389.19
71	\$ 159,393.12	\$ (350.00)	\$ 265.07	\$ 159,308.19	\$ 139,006.55
72	\$ 159,308.19	\$ (350.00)	\$ 264.93	\$ 159,223.13	\$ 138,623.27
73	\$ 159,223.13	\$ (350.00)	\$ 264.79	\$ 159,137.91	\$ 138,239.35
74	\$ 159,137.91	\$ (350.00)	\$ 264.65	\$ 159,052.56	\$ 137,854.79
75	\$ 159,052.56	\$ (350.00)	\$ 264.50	\$ 158,967.06	\$ 137,469.58
76	\$ 158,967.06	\$ (350.00)	\$ 264.36	\$ 158,881.43	\$ 137,083.74
77	\$ 158,881.43	\$ (350.00)	\$ 264.22	\$ 158,795.65	\$ 136,697.25
78	\$ 158,795.65	\$ (350.00)	\$ 264.08	\$ 158,709.72	\$ 136,310.12

Total Amount Due	165000		
monthly interest rate	0.001666667	(2% per year)	0.02
Payment	350		

Month	Starting Amount Owed	Payment	Interest	End of Period Amount Owed	Credit
79	\$ 158,709.72	\$ (350.00)	\$ 263.93	\$ 158,623.65	\$ 135,922.35
80	\$ 158,623.65	\$ (350.00)	\$ 263.79	\$ 158,537.44	\$ 135,533.92
81	\$ 158,537.44	\$ (350.00)	\$ 263.65	\$ 158,451.09	\$ 135,144.85
82	\$ 158,451.09	\$ (350.00)	\$ 263.50	\$ 158,364.59	\$ 134,755.14
83	\$ 158,364.59	\$ (350.00)	\$ 263.36	\$ 158,277.95	\$ 134,364.77
84	\$ 158,277.95	\$ (350.00)	\$ 263.21	\$ 158,191.16	\$ 133,973.75
85	\$ 158,191.16	\$ (350.00)	\$ 263.07	\$ 158,104.23	\$ 133,582.08
86	\$ 158,104.23	\$ (350.00)	\$ 262.92	\$ 158,017.15	\$ 133,189.76
87	\$ 158,017.15	\$ (350.00)	\$ 262.78	\$ 157,929.93	\$ 132,796.78
88	\$ 157,929.93	\$ (350.00)	\$ 262.63	\$ 157,842.57	\$ 132,403.15
89	\$ 157,842.57	\$ (350.00)	\$ 262.49	\$ 157,755.05	\$ 132,008.86
90	\$ 157,755.05	\$ (350.00)	\$ 262.34	\$ 157,667.40	\$ 131,613.92
91	\$ 157,667.40	\$ (350.00)	\$ 262.20	\$ 157,579.59	\$ 131,218.31
92	\$ 157,579.59	\$ (350.00)	\$ 262.05	\$ 157,491.64	\$ 130,822.05
93	\$ 157,491.64	\$ (350.00)	\$ 261.90	\$ 157,403.54	\$ 130,425.13
94	\$ 157,403.54	\$ (350.00)	\$ 261.76	\$ 157,315.30	\$ 130,027.54
95	\$ 157,315.30	\$ (350.00)	\$ 261.61	\$ 157,226.91	\$ 129,629.30
96	\$ 157,226.91	\$ (350.00)	\$ 261.46	\$ 157,138.37	\$ 129,230.38
97	\$ 157,138.37	\$ (350.00)	\$ 261.31	\$ 157,049.68	\$ 128,830.81
98	\$ 157,049.68	\$ (350.00)	\$ 261.17	\$ 156,960.85	\$ 128,430.57
99	\$ 156,960.85	\$ (350.00)	\$ 261.02	\$ 156,871.87	\$ 128,029.66
100	\$ 156,871.87	\$ (350.00)	\$ 260.87	\$ 156,782.74	\$ 127,628.08
101	\$ 156,782.74	\$ (350.00)	\$ 260.72	\$ 156,693.46	\$ 127,225.84
102	\$ 156,693.46	\$ (350.00)	\$ 260.57	\$ 156,604.03	\$ 126,822.92
103	\$ 156,604.03	\$ (350.00)	\$ 260.42	\$ 156,514.45	\$ 126,419.33
104	\$ 156,514.45	\$ (350.00)	\$ 260.27	\$ 156,424.73	\$ 126,015.07

Total Amount Due	165000		
monthly interest rate	0.001666667	(2% per year)	0.02
Payment	350		

Month	Starting Amount Owed	Payment	Interest	End of Period Amount Owed	Credit
131	\$ 154,038.63	\$ (350.00)	\$ 256.15	\$ 153,944.78	\$ 114,841.63
132	\$ 153,944.78	\$ (350.00)	\$ 255.99	\$ 153,850.77	\$ 114,418.07
133	\$ 153,850.77	\$ (350.00)	\$ 255.83	\$ 153,756.60	\$ 113,993.81
134	\$ 153,756.60	\$ (350.00)	\$ 255.68	\$ 153,662.28	\$ 113,568.84
135	\$ 153,662.28	\$ (350.00)	\$ 255.52	\$ 153,567.80	\$ 113,143.16
136	\$ 153,567.80	\$ (350.00)	\$ 255.36	\$ 153,473.16	\$ 112,716.77
137	\$ 153,473.16	\$ (350.00)	\$ 255.21	\$ 153,378.37	\$ 112,289.67
138	\$ 153,378.37	\$ (350.00)	\$ 255.05	\$ 153,283.42	\$ 111,861.86
139	\$ 153,283.42	\$ (350.00)	\$ 254.89	\$ 153,188.31	\$ 111,433.34
140	\$ 153,188.31	\$ (350.00)	\$ 254.73	\$ 153,093.04	\$ 111,004.10
141	\$ 153,093.04	\$ (350.00)	\$ 254.57	\$ 152,997.61	\$ 110,574.15
142	\$ 152,997.61	\$ (350.00)	\$ 254.41	\$ 152,902.02	\$ 110,143.48
143	\$ 152,902.02	\$ (350.00)	\$ 254.25	\$ 152,806.27	\$ 109,712.09
144	\$ 152,806.27	\$ (350.00)	\$ 254.09	\$ 152,710.37	\$ 109,279.99
145	\$ 152,710.37	\$ (350.00)	\$ 253.93	\$ 152,614.30	\$ 108,847.16
146	\$ 152,614.30	\$ (350.00)	\$ 253.77	\$ 152,518.08	\$ 108,413.61
147	\$ 152,518.08	\$ (350.00)	\$ 253.61	\$ 152,421.69	\$ 107,979.34
148	\$ 152,421.69	\$ (350.00)	\$ 253.45	\$ 152,325.14	\$ 107,544.35
149	\$ 152,325.14	\$ (350.00)	\$ 253.29	\$ 152,228.43	\$ 107,108.63
150	\$ 152,228.43	\$ (350.00)	\$ 253.13	\$ 152,131.56	\$ 106,672.18
151	\$ 152,131.56	\$ (350.00)	\$ 252.97	\$ 152,034.53	\$ 106,235.01
152	\$ 152,034.53	\$ (350.00)	\$ 252.81	\$ 151,937.34	\$ 105,797.11
153	\$ 151,937.34	\$ (350.00)	\$ 252.65	\$ 151,839.99	\$ 105,358.48
154	\$ 151,839.99	\$ (350.00)	\$ 252.48	\$ 151,742.47	\$ 104,919.12
155	\$ 151,742.47	\$ (350.00)	\$ 252.32	\$ 151,644.79	\$ 104,479.02
156	\$ 151,644.79	\$ (350.00)	\$ 252.16	\$ 151,546.95	\$ 104,038.19

Total Amount Due	165000		
monthly interest rate	0.001666667	(2% per year)	0.02
Payment	350		

Month	Starting Amount Owed	Payment	Interest	End of Period Amount Owed	Credit
105	\$ 156,424.73	\$ (350.00)	\$ 260.12	\$ 156,334.85	\$ 125,610.14
106	\$ 156,334.85	\$ (350.00)	\$ 259.97	\$ 156,244.83	\$ 125,204.53
107	\$ 156,244.83	\$ (350.00)	\$ 259.82	\$ 156,154.65	\$ 124,798.24
108	\$ 156,154.65	\$ (350.00)	\$ 259.67	\$ 156,064.33	\$ 124,391.28
109	\$ 156,064.33	\$ (350.00)	\$ 259.52	\$ 155,973.85	\$ 123,983.64
110	\$ 155,973.85	\$ (350.00)	\$ 259.37	\$ 155,883.22	\$ 123,575.32
111	\$ 155,883.22	\$ (350.00)	\$ 259.22	\$ 155,792.45	\$ 123,166.32
112	\$ 155,792.45	\$ (350.00)	\$ 259.07	\$ 155,701.52	\$ 122,756.63
113	\$ 155,701.52	\$ (350.00)	\$ 258.92	\$ 155,610.44	\$ 122,346.27
114	\$ 155,610.44	\$ (350.00)	\$ 258.77	\$ 155,519.20	\$ 121,935.22
115	\$ 155,519.20	\$ (350.00)	\$ 258.62	\$ 155,427.82	\$ 121,523.48
116	\$ 155,427.82	\$ (350.00)	\$ 258.46	\$ 155,336.28	\$ 121,111.06
117	\$ 155,336.28	\$ (350.00)	\$ 258.31	\$ 155,244.59	\$ 120,697.96
118	\$ 155,244.59	\$ (350.00)	\$ 258.16	\$ 155,152.75	\$ 120,284.16
119	\$ 155,152.75	\$ (350.00)	\$ 258.00	\$ 155,060.75	\$ 119,869.67
120	\$ 155,060.75	\$ (350.00)	\$ 257.85	\$ 154,968.61	\$ 119,454.50
121	\$ 154,968.61	\$ (350.00)	\$ 257.70	\$ 154,876.30	\$ 119,038.63
122	\$ 154,876.30	\$ (350.00)	\$ 257.54	\$ 154,783.85	\$ 118,622.07
123	\$ 154,783.85	\$ (350.00)	\$ 257.39	\$ 154,691.24	\$ 118,204.81
124	\$ 154,691.24	\$ (350.00)	\$ 257.24	\$ 154,598.47	\$ 117,786.86
125	\$ 154,598.47	\$ (350.00)	\$ 257.08	\$ 154,505.55	\$ 117,368.21
126	\$ 154,505.55	\$ (350.00)	\$ 256.93	\$ 154,412.48	\$ 116,948.86
127	\$ 154,412.48	\$ (350.00)	\$ 256.77	\$ 154,319.25	\$ 116,528.82
128	\$ 154,319.25	\$ (350.00)	\$ 256.62	\$ 154,225.87	\$ 116,108.07
129	\$ 154,225.87	\$ (350.00)	\$ 256.46	\$ 154,132.33	\$ 115,686.63
130	\$ 154,132.33	\$ (350.00)	\$ 256.30	\$ 154,038.63	\$ 115,264.48

Total Amount Due	165000		
monthly interest rate	0.001666667	(2% per year)	0.02
Payment	350		

Month	Starting Amount Owed	Payment	Interest	End of Period Amount Owed	Credit
157	\$ 151,546.95	\$ (350.00)	\$ 251.99	\$ 151,448.94	\$ 103,596.63
158	\$ 151,448.94	\$ (350.00)	\$ 251.83	\$ 151,350.77	\$ 103,154.33
159	\$ 151,350.77	\$ (350.00)	\$ 251.67	\$ 151,252.44	\$ 102,711.30
160	\$ 151,252.44	\$ (350.00)	\$ 251.50	\$ 151,153.95	\$ 102,267.52
161	\$ 151,153.95	\$ (350.00)	\$ 251.34	\$ 151,055.29	\$ 101,823.01
162	\$ 151,055.29	\$ (350.00)	\$ 251.18	\$ 150,956.46	\$ 101,377.75
163	\$ 150,956.46	\$ (350.00)	\$ 251.01	\$ 150,857.47	\$ 100,931.76
164	\$ 150,857.47	\$ (350.00)	\$ 250.85	\$ 150,758.32	\$ 100,485.02
165	\$ 150,758.32	\$ (350.00)	\$ 250.68	\$ 150,659.00	\$ 100,037.53
166	\$ 150,659.00	\$ (350.00)	\$ 250.51	\$ 150,559.51	\$ 99,589.30
167	\$ 150,559.51	\$ (350.00)	\$ 250.35	\$ 150,459.86	\$ 99,140.33
168	\$ 150,459.86	\$ (350.00)	\$ 250.18	\$ 150,360.05	\$ 98,690.60
169	\$ 150,360.05	\$ (350.00)	\$ 250.02	\$ 150,260.06	\$ 98,240.12
170	\$ 150,260.06	\$ (350.00)	\$ 249.85	\$ 150,159.91	\$ 97,788.90
171	\$ 150,159.91	\$ (350.00)	\$ 249.68	\$ 150,059.60	\$ 97,336.92
172	\$ 150,059.60	\$ (350.00)	\$ 249.52	\$ 149,959.11	\$ 96,884.19
173	\$ 149,959.11	\$ (350.00)	\$ 249.35	\$ 149,858.46	\$ 96,430.70
174	\$ 149,858.46	\$ (350.00)	\$ 249.18	\$ 149,757.64	\$ 95,976.46
175	\$ 149,757.64	\$ (350.00)	\$ 249.01	\$ 149,656.65	\$ 95,521.46
176	\$ 149,656.65	\$ (350.00)	\$ 248.84	\$ 149,555.50	\$ 95,065.70
177	\$ 149,555.50	\$ (350.00)	\$ 248.68	\$ 149,454.18	\$ 94,609.19
178	\$ 149,454.18	\$ (350.00)	\$ 248.51	\$ 149,352.68	\$ 94,151.91
179	\$ 149,352.68	\$ (350.00)	\$ 248.34	\$ 149,251.02	\$ 93,693.87
180	\$ 149,251.02	\$ (350.00)	\$ 248.17	\$ 149,149.19	\$ 93,235.07
181	\$ 149,149.19	\$ (350.00)	\$ 248.00	\$ 149,047.19	\$ 92,775.50
182	\$ 149,047.19	\$ (350.00)	\$ 247.83	\$ 148,945.02	\$ 92,315.17

Total Amount Due	165000		
monthly interest rate	0.001666667	(2% per year)	0.02
Payment	350		

Month	Starting Amount Owed	Payment	Interest	End of Period Amount Owed	Credit
183	\$ 148,945.02	\$ (350.00)	\$ 247.66	\$ 148,842.67	\$ 91,854.06
184	\$ 148,842.67	\$ (350.00)	\$ 247.49	\$ 148,740.16	\$ 91,392.19
185	\$ 148,740.16	\$ (350.00)	\$ 247.32	\$ 148,637.48	\$ 90,929.56
186	\$ 148,637.48	\$ (350.00)	\$ 247.15	\$ 148,534.62	\$ 90,466.15
187	\$ 148,534.62	\$ (350.00)	\$ 246.97	\$ 148,431.60	\$ 90,001.96
188	\$ 148,431.60	\$ (350.00)	\$ 246.80	\$ 148,328.40	\$ 89,537.01
189	\$ 148,328.40	\$ (350.00)	\$ 246.63	\$ 148,225.03	\$ 89,071.27
190	\$ 148,225.03	\$ (350.00)	\$ 246.46	\$ 148,121.49	\$ 88,604.77
191	\$ 148,121.49	\$ (350.00)	\$ 246.29	\$ 148,017.78	\$ 88,137.48
192	\$ 148,017.78	\$ (350.00)	\$ 246.11	\$ 147,913.89	\$ 87,669.42
193	\$ 147,913.89	\$ (350.00)	\$ 245.94	\$ 147,809.83	\$ 87,200.57
194	\$ 147,809.83	\$ (350.00)	\$ 245.77	\$ 147,705.60	\$ 86,730.95
195	\$ 147,705.60	\$ (350.00)	\$ 245.59	\$ 147,601.19	\$ 86,260.54
196	\$ 147,601.19	\$ (350.00)	\$ 245.42	\$ 147,496.61	\$ 85,789.35
197	\$ 147,496.61	\$ (350.00)	\$ 245.24	\$ 147,391.85	\$ 85,317.37
198	\$ 147,391.85	\$ (350.00)	\$ 245.07	\$ 147,286.92	\$ 84,844.61
199	\$ 147,286.92	\$ (350.00)	\$ 244.89	\$ 147,181.82	\$ 84,371.06
200	\$ 147,181.82	\$ (350.00)	\$ 244.72	\$ 147,076.54	\$ 83,896.71
201	\$ 147,076.54	\$ (350.00)	\$ 244.54	\$ 146,971.08	\$ 83,421.58
202	\$ 146,971.08	\$ (350.00)	\$ 244.37	\$ 146,865.45	\$ 82,945.66
203	\$ 146,865.45	\$ (350.00)	\$ 244.19	\$ 146,759.64	\$ 82,468.94
204	\$ 146,759.64	\$ (350.00)	\$ 244.02	\$ 146,653.66	\$ 81,991.43
205	\$ 146,653.66	\$ (350.00)	\$ 243.84	\$ 146,547.50	\$ 81,513.12
206	\$ 146,547.50	\$ (350.00)	\$ 243.66	\$ 146,441.16	\$ 81,034.02
207	\$ 146,441.16	\$ (350.00)	\$ 243.49	\$ 146,334.64	\$ 80,554.12
208	\$ 146,334.64	\$ (350.00)	\$ 243.31	\$ 146,227.95	\$ 80,073.41

Total Amount Due	165000		
monthly interest rate	0.001666667	(2% per year)	0.02
Payment	350		

Month	Starting Amount Owed	Payment	Interest	End of Period Amount Owed	Credit
209	\$ 146,227.95	\$ (350.00)	\$ 243.13	\$ 146,121.08	\$ 79,591.91
210	\$ 146,121.08	\$ (350.00)	\$ 242.95	\$ 146,014.03	\$ 79,109.60
211	\$ 146,014.03	\$ (350.00)	\$ 242.77	\$ 145,906.81	\$ 78,626.49
212	\$ 145,906.81	\$ (350.00)	\$ 242.59	\$ 145,799.40	\$ 78,142.58
213	\$ 145,799.40	\$ (350.00)	\$ 242.42	\$ 145,691.82	\$ 77,657.85
214	\$ 145,691.82	\$ (350.00)	\$ 242.24	\$ 145,584.05	\$ 77,172.32
215	\$ 145,584.05	\$ (350.00)	\$ 242.06	\$ 145,476.11	\$ 76,685.99
216	\$ 145,476.11	\$ (350.00)	\$ 241.88	\$ 145,367.99	\$ 76,198.84
217	\$ 145,367.99	\$ (350.00)	\$ 241.70	\$ 145,259.68	\$ 75,710.87
218	\$ 145,259.68	\$ (350.00)	\$ 241.52	\$ 145,151.20	\$ 75,222.10
219	\$ 145,151.20	\$ (350.00)	\$ 241.34	\$ 145,042.54	\$ 74,732.51
220	\$ 145,042.54	\$ (350.00)	\$ 241.15	\$ 144,933.69	\$ 74,242.10
221	\$ 144,933.69	\$ (350.00)	\$ 240.97	\$ 144,824.66	\$ 73,750.88
222	\$ 144,824.66	\$ (350.00)	\$ 240.79	\$ 144,715.45	\$ 73,258.84
223	\$ 144,715.45	\$ (350.00)	\$ 240.61	\$ 144,606.06	\$ 72,765.98
224	\$ 144,606.06	\$ (350.00)	\$ 240.43	\$ 144,496.49	\$ 72,272.30
225	\$ 144,496.49	\$ (350.00)	\$ 240.24	\$ 144,386.73	\$ 71,777.79
226	\$ 144,386.73	\$ (350.00)	\$ 240.06	\$ 144,276.79	\$ 71,282.46
227	\$ 144,276.79	\$ (350.00)	\$ 239.88	\$ 144,166.67	\$ 70,786.30
228	\$ 144,166.67	\$ (350.00)	\$ 239.69	\$ 144,056.37	\$ 70,289.32
229	\$ 144,056.37	\$ (350.00)	\$ 239.51	\$ 143,945.88	\$ 69,791.51
230	\$ 143,945.88	\$ (350.00)	\$ 239.33	\$ 143,835.20	\$ 69,292.87
231	\$ 143,835.20	\$ (350.00)	\$ 239.14	\$ 143,724.35	\$ 68,793.40
232	\$ 143,724.35	\$ (350.00)	\$ 238.96	\$ 143,613.30	\$ 68,293.09
233	\$ 143,613.30	\$ (350.00)	\$ 238.77	\$ 143,502.08	\$ 67,791.96
234	\$ 143,502.08	\$ (350.00)	\$ 238.59	\$ 143,390.66	\$ 67,289.98

Total Amount Due	165000		
monthly interest rate	0.001666667	(2% per year)	0.02
Payment	350		

Month	Starting Amount Owed	Payment	Interest	End of Period Amount Owed	Credit
235	\$ 143,390.66	\$ (350.00)	\$ 238.40	\$ 143,279.06	\$ 66,787.17
236	\$ 143,279.06	\$ (350.00)	\$ 238.22	\$ 143,167.28	\$ 66,283.53
237	\$ 143,167.28	\$ (350.00)	\$ 238.03	\$ 143,055.31	\$ 65,779.04
238	\$ 143,055.31	\$ (350.00)	\$ 237.84	\$ 142,943.15	\$ 65,273.71
239	\$ 142,943.15	\$ (350.00)	\$ 237.66	\$ 142,830.80	\$ 64,767.54
240	\$ 142,830.80	\$ (350.00)	\$ 237.47	\$ 142,718.27	\$ 64,260.53
241	\$ 142,718.27	\$ (350.00)	\$ 237.28	\$ 142,605.55	\$ 63,752.67
242	\$ 142,605.55	\$ (350.00)	\$ 237.09	\$ 142,492.65	\$ 63,243.96
243	\$ 142,492.65	\$ (350.00)	\$ 236.90	\$ 142,379.55	\$ 62,734.41
244	\$ 142,379.55	\$ (350.00)	\$ 236.72	\$ 142,266.27	\$ 62,224.01
245	\$ 142,266.27	\$ (350.00)	\$ 236.53	\$ 142,152.79	\$ 61,712.76
246	\$ 142,152.79	\$ (350.00)	\$ 236.34	\$ 142,039.13	\$ 61,200.65
247	\$ 142,039.13	\$ (350.00)	\$ 236.15	\$ 141,925.28	\$ 60,687.69
248	\$ 141,925.28	\$ (350.00)	\$ 235.96	\$ 141,811.24	\$ 60,173.88
249	\$ 141,811.24	\$ (350.00)	\$ 235.77	\$ 141,697.01	\$ 59,659.21
250	\$ 141,697.01	\$ (350.00)	\$ 235.58	\$ 141,582.59	\$ 59,143.68
251	\$ 141,582.59	\$ (350.00)	\$ 235.39	\$ 141,467.97	\$ 58,627.29
252	\$ 141,467.97	\$ (350.00)	\$ 235.20	\$ 141,353.17	\$ 58,110.05
253	\$ 141,353.17	\$ (350.00)	\$ 235.01	\$ 141,238.18	\$ 57,591.94
254	\$ 141,238.18	\$ (350.00)	\$ 234.81	\$ 141,122.99	\$ 57,072.96
255	\$ 141,122.99	\$ (350.00)	\$ 234.62	\$ 141,007.61	\$ 56,553.13
256	\$ 141,007.61	\$ (350.00)	\$ 234.43	\$ 140,892.04	\$ 56,032.42
257	\$ 140,892.04	\$ (350.00)	\$ 234.24	\$ 140,776.28	\$ 55,510.85
258	\$ 140,776.28	\$ (350.00)	\$ 234.04	\$ 140,660.32	\$ 54,988.41
259	\$ 140,660.32	\$ (350.00)	\$ 233.85	\$ 140,544.17	\$ 54,465.09
260	\$ 140,544.17	\$ (350.00)	\$ 233.66	\$ 140,427.83	\$ 53,940.91

Total Amount Due	165000		
monthly interest rate	0.001666667	(2% per year)	0.02
Payment	350		

Month	Starting Amount Owed	Payment	Interest	End of Period Amount Owed	Credit	
261	\$ 140,427.83	\$ (350.00)	\$ 233.46	\$ 140,311.29	\$ 53,415.85	
262	\$ 140,311.29	\$ (350.00)	\$ 233.27	\$ 140,194.56	\$ 52,889.92	
263	\$ 140,194.56	\$ (350.00)	\$ 233.07	\$ 140,077.63	\$ 52,363.11	
264	\$ 140,077.63	\$ (350.00)	\$ 232.88	\$ 139,960.51	\$ 51,835.42	
265	\$ 139,960.51	\$ (350.00)	\$ 232.68	\$ 139,843.20	\$ 51,306.85	
266	\$ 139,843.20	\$ (350.00)	\$ 232.49	\$ 139,725.69	\$ 50,777.41	
267	\$ 139,725.69	\$ (350.00)	\$ 232.29	\$ 139,607.98	\$ 50,247.07	
268	\$ 139,607.98	\$ (350.00)	\$ 232.10	\$ 139,490.08	\$ 49,715.86	
269	\$ 139,490.08	\$ (350.00)	\$ 231.90	\$ 139,371.98	\$ 49,183.76	22.83333
270	\$ 139,371.98	\$ (350.00)	\$ 231.70	\$ 139,253.68	\$ 48,650.77	
271	\$ 139,253.68	\$ (350.00)	\$ 231.51	\$ 139,135.19	\$ 48,116.90	
272	\$ 139,135.19	\$ (350.00)	\$ 231.31	\$ 139,016.49	\$ 47,582.13	
273	\$ 139,016.49	\$ (350.00)	\$ 231.11	\$ 138,897.60	\$ 47,046.48	
274	\$ 138,897.60	\$ (350.00)	\$ 230.91	\$ 138,778.52	\$ 46,509.93	
275	\$ 138,778.52	\$ (350.00)	\$ 230.71	\$ 138,659.23	\$ 45,972.49	
276	\$ 138,659.23	\$ (350.00)	\$ 230.52	\$ 138,539.75	\$ 45,434.15	
277	\$ 138,539.75	\$ (350.00)	\$ 230.32	\$ 138,420.06	\$ 44,894.91	
278	\$ 138,420.06	\$ (350.00)	\$ 230.12	\$ 138,300.18	\$ 44,354.78	
279	\$ 138,300.18	\$ (350.00)	\$ 229.92	\$ 138,180.10	\$ 43,813.74	
280	\$ 138,180.10	\$ (350.00)	\$ 229.72	\$ 138,059.81	\$ 43,271.80	
281	\$ 138,059.81	\$ (350.00)	\$ 229.52	\$ 137,939.33	\$ 42,728.96	
282	\$ 137,939.33	\$ (350.00)	\$ 229.32	\$ 137,818.65	\$ 42,185.22	
283	\$ 137,818.65	\$ (350.00)	\$ 229.11	\$ 137,697.76	\$ 41,640.57	
284	\$ 137,697.76	\$ (350.00)	\$ 228.91	\$ 137,576.67	\$ 41,095.01	
285	\$ 137,576.67	\$ (350.00)	\$ 228.71	\$ 137,455.38	\$ 40,548.54	
286	\$ 137,455.38	\$ (350.00)	\$ 228.51	\$ 137,333.89	\$ 40,001.16	

Total Amount Due	165000		
monthly interest rate	0.001666667	(2% per year)	0.02
Payment	350		

Month	Starting Amount Owed	Payment	Interest	End of Period Amount Owed	Credit
287	\$ 137,333.89	\$ (350.00)	\$ 228.31	\$ 137,212.20	\$ 39,452.87
288	\$ 137,212.20	\$ (350.00)	\$ 228.10	\$ 137,090.30	\$ 38,903.67
289	\$ 137,090.30	\$ (350.00)	\$ 227.90	\$ 136,968.20	\$ 38,353.55
290	\$ 136,968.20	\$ (350.00)	\$ 227.70	\$ 136,845.90	\$ 37,802.51
291	\$ 136,845.90	\$ (350.00)	\$ 227.49	\$ 136,723.39	\$ 37,250.55
292	\$ 136,723.39	\$ (350.00)	\$ 227.29	\$ 136,600.68	\$ 36,697.68
293	\$ 136,600.68	\$ (350.00)	\$ 227.08	\$ 136,477.77	\$ 36,143.88
294	\$ 136,477.77	\$ (350.00)	\$ 226.88	\$ 136,354.65	\$ 35,589.16
295	\$ 136,354.65	\$ (350.00)	\$ 226.67	\$ 136,231.32	\$ 35,033.52
296	\$ 136,231.32	\$ (350.00)	\$ 226.47	\$ 136,107.79	\$ 34,476.95
297	\$ 136,107.79	\$ (350.00)	\$ 226.26	\$ 135,984.05	\$ 33,919.45
298	\$ 135,984.05	\$ (350.00)	\$ 226.06	\$ 135,860.11	\$ 33,361.02
299	\$ 135,860.11	\$ (350.00)	\$ 225.85	\$ 135,735.96	\$ 32,801.66
300	\$ 135,735.96	\$ (350.00)	\$ 225.64	\$ 135,611.60	\$ 32,241.37
301	\$ 135,611.60	\$ (350.00)	\$ 225.44	\$ 135,487.04	\$ 31,680.15
302	\$ 135,487.04	\$ (350.00)	\$ 225.23	\$ 135,362.27	\$ 31,117.99
303	\$ 135,362.27	\$ (350.00)	\$ 225.02	\$ 135,237.29	\$ 30,554.89
304	\$ 135,237.29	\$ (350.00)	\$ 224.81	\$ 135,112.10	\$ 29,990.86
305	\$ 135,112.10	\$ (350.00)	\$ 224.60	\$ 134,986.70	\$ 29,425.88
306	\$ 134,986.70	\$ (350.00)	\$ 224.39	\$ 134,861.10	\$ 28,859.97
307	\$ 134,861.10	\$ (350.00)	\$ 224.19	\$ 134,735.28	\$ 28,293.11
308	\$ 134,735.28	\$ (350.00)	\$ 223.98	\$ 134,609.26	\$ 27,725.30
309	\$ 134,609.26	\$ (350.00)	\$ 223.77	\$ 134,483.02	\$ 27,156.55
310	\$ 134,483.02	\$ (350.00)	\$ 223.56	\$ 134,356.58	\$ 26,586.85
311	\$ 134,356.58	\$ (350.00)	\$ 223.34	\$ 134,229.92	\$ 26,016.21
312	\$ 134,229.92	\$ (350.00)	\$ 223.13	\$ 134,103.06	\$ 25,444.61

Total Amount Due	165000		
monthly interest rate	0.001666667	(2% per year)	0.02
Payment	350		

Month	Starting Amount Owed	Payment	Interest	End of Period Amount Owed	Credit
313	\$ 134,103.06	\$ (350.00)	\$ 222.92	\$ 133,975.98	\$ 24,872.05
314	\$ 133,975.98	\$ (350.00)	\$ 222.71	\$ 133,848.69	\$ 24,298.55
315	\$ 133,848.69	\$ (350.00)	\$ 222.50	\$ 133,721.19	\$ 23,724.09
316	\$ 133,721.19	\$ (350.00)	\$ 222.29	\$ 133,593.47	\$ 23,148.67
317	\$ 133,593.47	\$ (350.00)	\$ 222.07	\$ 133,465.54	\$ 22,572.29
318	\$ 133,465.54	\$ (350.00)	\$ 221.86	\$ 133,337.40	\$ 21,994.95
319	\$ 133,337.40	\$ (350.00)	\$ 221.65	\$ 133,209.05	\$ 21,416.65
320	\$ 133,209.05	\$ (350.00)	\$ 221.43	\$ 133,080.48	\$ 20,837.38
321	\$ 133,080.48	\$ (350.00)	\$ 221.22	\$ 132,951.70	\$ 20,257.15
322	\$ 132,951.70	\$ (350.00)	\$ 221.00	\$ 132,822.70	\$ 19,675.95
323	\$ 132,822.70	\$ (350.00)	\$ 220.79	\$ 132,693.49	\$ 19,093.79
324	\$ 132,693.49	\$ (350.00)	\$ 220.57	\$ 132,564.06	\$ 18,510.65
325	\$ 132,564.06	\$ (350.00)	\$ 220.36	\$ 132,434.42	\$ 17,926.54
326	\$ 132,434.42	\$ (350.00)	\$ 220.14	\$ 132,304.56	\$ 17,341.46
327	\$ 132,304.56	\$ (350.00)	\$ 219.92	\$ 132,174.48	\$ 16,755.40
328	\$ 132,174.48	\$ (350.00)	\$ 219.71	\$ 132,044.19	\$ 16,168.37
329	\$ 132,044.19	\$ (350.00)	\$ 219.49	\$ 131,913.68	\$ 15,580.36
330	\$ 131,913.68	\$ (350.00)	\$ 219.27	\$ 131,782.95	\$ 14,991.36
331	\$ 131,782.95	\$ (350.00)	\$ 219.05	\$ 131,652.01	\$ 14,401.39
332	\$ 131,652.01	\$ (350.00)	\$ 218.84	\$ 131,520.85	\$ 13,810.43
333	\$ 131,520.85	\$ (350.00)	\$ 218.62	\$ 131,389.46	\$ 13,218.49
334	\$ 131,389.46	\$ (350.00)	\$ 218.40	\$ 131,257.86	\$ 12,625.56
335	\$ 131,257.86	\$ (350.00)	\$ 218.18	\$ 131,126.04	\$ 12,031.64
336	\$ 131,126.04	\$ (350.00)	\$ 217.96	\$ 130,994.00	\$ 11,436.74
337	\$ 130,994.00	\$ (350.00)	\$ 217.74	\$ 130,861.74	\$ 10,840.84
338	\$ 130,861.74	\$ (350.00)	\$ 217.52	\$ 130,729.26	\$ 10,243.95

Total Amount Due	165000		
monthly interest rate	0.001666667	(2% per year)	0.02
Payment	350		

Month	Starting Amount Owed	Payment	Interest	End of Period Amount Owed	Credit
339	\$ 130,729.26	\$ (350.00)	\$ 217.30	\$ 130,596.56	\$ 9,646.06
340	\$ 130,596.56	\$ (350.00)	\$ 217.08	\$ 130,463.64	\$ 9,047.18
341	\$ 130,463.64	\$ (350.00)	\$ 216.86	\$ 130,330.49	\$ 8,447.30
342	\$ 130,330.49	\$ (350.00)	\$ 216.63	\$ 130,197.13	\$ 7,846.42
343	\$ 130,197.13	\$ (350.00)	\$ 216.41	\$ 130,063.54	\$ 7,244.53
344	\$ 130,063.54	\$ (350.00)	\$ 216.19	\$ 129,929.73	\$ 6,641.65
345	\$ 129,929.73	\$ (350.00)	\$ 215.97	\$ 129,795.70	\$ 6,037.76
346	\$ 129,795.70	\$ (350.00)	\$ 215.74	\$ 129,661.44	\$ 5,432.86
347	\$ 129,661.44	\$ (350.00)	\$ 215.52	\$ 129,526.96	\$ 4,826.96
348	\$ 129,526.96	\$ (350.00)	\$ 215.29	\$ 129,392.25	\$ 4,220.04
349	\$ 129,392.25	\$ (350.00)	\$ 215.07	\$ 129,257.32	\$ 3,612.12
350	\$ 129,257.32	\$ (350.00)	\$ 214.85	\$ 129,122.17	\$ 3,003.18
351	\$ 129,122.17	\$ (350.00)	\$ 214.62	\$ 128,986.79	\$ 2,393.22
352	\$ 128,986.79	\$ (350.00)	\$ 214.39	\$ 128,851.18	\$ 1,782.25
353	\$ 128,851.18	\$ (350.00)	\$ 214.17	\$ 128,715.35	\$ 1,170.26
354	\$ 128,715.35	\$ (350.00)	\$ 213.94	\$ 128,579.29	\$ 557.25
355	\$ 128,579.29	\$ (350.00)	\$ 213.72	\$ 128,443.01	\$ (56.78)
356	\$ 128,443.01	\$ (350.00)	\$ 213.49	\$ 128,306.50	\$ (671.83)
357	\$ 128,306.50	\$ (350.00)	\$ 213.26	\$ 128,169.76	\$ (1,287.91)
358	\$ 128,169.76	\$ (350.00)	\$ 213.03	\$ 128,032.79	\$ (1,905.02)
359	\$ 128,032.79	\$ (350.00)	\$ 212.80	\$ 127,895.60	\$ (2,523.15)
360	\$ 127,895.60	\$ (350.00)	\$ 212.58	\$ 127,758.17	\$ (3,142.32)

\$ (126,000.00)