



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, JULY 17, 2018 - 5:00 P.M.

COUNCIL CHAMBER

~~~~~  
**CLOSED SESSION – 5:00 P.M.**

**CLOSED SESSION CALLED TO ORDER**

**ROLL CALL**

~~~~~  
PUBLIC COMMENT

Limit 3 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 3 minutes; provided, however, that the presiding officer shall have certain discretion to extend or limit time as provided for in the City Council Manual of Procedure.

~~~~~  
**CITY ATTORNEY ORAL REPORT ON CLOSED SESSION ACTIONS**

~~~~~

RULES OF DECORUM

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

~~~~~

**OPEN SESSION**

6:00 P.M.

**OPEN SESSION CALLED TO ORDER**

**INVOCATION** Reverend Jonathon Florez

**FLAG SALUTE**

**ROLL CALL**

**CEREMONIAL MATTERS**

*Presentations, Awards, Proclamations*

- Presentation - San Bernardino Valley Water Conservation District

**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))*

~~~~~

PUBLIC HEARINGS

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

- (1) First City Council Public Hearing – Consider New Electoral District Maps Reducing the Number of Council Members from Six with an At-Large Elected Mayor to Four with an At-Large Elected Mayor
[Staff Person: City Attorney]

TIME AND PLACE FIXED TO CONSIDER AND ADJUST BOUNDARIES OF PROPOSED DISTRICT-BASED ELECTION MAPS THAT WOULD REDUCE THE NUMBER OF CITY COUNCIL DISTRICTS FROM 6 TO 4, WITH AN AT-LARGE ELECTIVE MAYOR.

Mayor announces the Public Hearing open.

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

Staff Presentation.

Public Comment.

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

Consider: Redistricting Proposal and “Current Match” electoral map.

MOTION _____ SECOND _____

BUSINESS ITEMS

- (2) Local Initiative Measure – Continuing the General Fund Transfer From Electric System Surplus Revenue Fund up to a Maximum of 20% of Gross Revenue - Adopting the following Resolutions: Resolution No. R-80-18 calling for the placement of the continuing General Fund Transfer initiative measure on the November 6, 2018 ballot; Resolution No. R-81-18 requesting the County of San Bernardino to consolidate this election with the Statewide General Election also to be held on November 6, 2018; and Resolution No. R-82-18 setting deadlines and rules for the submission of primary and rebuttal arguments for and against the proposed initiative measure.
RESOLUTION NO. R-80-18, RESOLUTION NO. R-81-18, RESOLUTION NO. R-82-18.
[Staff Person: City Attorney]

- (3) Local Initiative Measure – Establishing a Tax on Cannabis Businesses Operating Within the City of Colton - Consider adopting the following Resolutions: Resolution No. R-83-18 calling for the placement of a cannabis business tax initiative measure on the November 6, 2018 ballot; Resolution No. R-84-18 requesting the County of San Bernardino to consolidate this election with the Statewide General Election also to be held on November 6, 2018; and Resolution No. R-85-18 setting deadlines and rules for the submission of primary and rebuttal arguments for and against the proposed initiative measure.
RESOLUTION NO. R-83-18, RESOLUTION NO. R-84-18, RESOLUTION NO. R-85-18.
[Staff Person: City Attorney]



PUBLIC COMMENT

Limit 3 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 3 minutes; provided, however, that the presiding officer shall have certain discretion to extend or limit time as provided for in the City Council Manual of Procedure.

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.

- (4) Minutes – Approval of Minutes for the City Council Regular Meeting Held July 3, 2018 on File in the Office of the City Clerk. **[City Clerk Padilla]**
- (5) Warrants – Approve US Bank voucher dated 06/20/2018 and totaling \$31,687.77; voucher numbers 171778 to 171916 dated 06/28/2018 and totaling \$2,628,679.46; voucher numbers 171917 to 172008 dated 07/02/2018 and totaling \$70,096.37 and voucher numbers 172009 to 172154 dated 07/05/2018 and totaling \$491,808.60. **[Staff Person: S. Dabbs]**
- (6) Authorization of the 2018-19 Annual Special Tax For Community Facilities District (CFD) 90-1 – Approve Resolution R-78-18 authorizing the 2018-2019 Annual Special Tax Levy for CFD 90-1. **RESOLUTION NO. R-78-18. [Staff Person: S. Dabbs]**
- (7) Biennial Review of the City’s Conflict of Interest Code – direct the review of the City’s Conflict of Interest Code and the filing of a Biennial Notice with the City Clerk regarding such review, as required by the Political Reform Act. **[Staff Person: J. Shook]**
- (8) Budget Appropriation for Purposes of Customer Service Training – Approve and Adopt Resolution R-72-18 authorizing an appropriation of \$7,800 from General Fund Reserves to Development Services/Planning/Travel & Meeting Account. **RESOLUTION NO. R-72-18. [Staff Person: M. Tomich]**
- (9) Amended and Restated Conservation Easement for Long-Term Stewardship of Conservation Land within the West Valley Habitat Conservation Plan – Authorize the Amended and Restated Conservation Easement for the West Valley Conservation Plan in favor of the Rivers and Land Conservancy. **RESOLUTION NO. R-73-18. [Staff Person: M. Tomich]**
- (10) 2017 Annual Power Source Disclosure – Approve Resolution R-79-18 approving the 2017 Annual

Power Source Disclosure Report and Attestation of the Veracity of the Annual Report.
RESOLUTION NO. R-79-18. [Staff Person: D. Kolk]

- (11) Acceptance of Easements for the Laurel Grade Separation Project – Approve and accept the easements for the Laurel Grade Separation Project. **[Staff Person: D. Kolk]**
- (12) OmniTrans Passenger Amenity Program Agreement – Approve the amended and restated Joint Powers Agreement between the County of San Bernardino and Cities of Chino, Chino Hills, Colton, Fontana, Grand Terrace, Highland, Loma Linda, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Upland, and Yucaipa for County Wide Transportation Authority. **[Staff Person: D. Kolk]**
- (13) Setting of Public Hearing Date for the Basic Fee for Storm Water Services and Storm Water Management User Fee - Set a Public Hearing for August 7, 2018 to adopt a Resolution approving the Basic Fee for Storm Water Services and the Storm Water Management User Fee as provided for in Chapter 14.01 of the Colton Municipal Code. **[Staff Person: D. Kolk]**
- (14) E Street and H Street Vacation – Colton Quiet Zone – Adopt Resolution R-76-18 to summarily vacate the excess right-of-way described in the proposed Resolution and direct staff to record the Resolution with the San Bernardino County Recorder. **RESOLUTION NO. R-76-18.**
[Staff Person: D. Kolk]

MAYOR AND COUNCIL ORAL REPORTS AND COMMENTS

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

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 Thursday, July 12, 2018, at least twenty-four (24) hours prior to the meeting per Government Code 54954.2, at the following locations:

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

PROCEDURES FOR ADDRESSING CITY COUNCIL

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

RULES OF DECORUM

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 (MOP) 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. The MOP was amended by Minute Action on April 17, 2018 and adopted by Resolution No. R-41-18 on May 15, 2018. Copies are available in the Office of the City Clerk.



STAFF REPORT

DATE: JULY 17, 2018
 TO: HONORABLE MAYOR AND CITY COUNCIL
 FROM: BILL SMITH, CITY MANAGER
 PREPARED BY: CARLOS CAMPOS, CITY ATTORNEY
 SUBJECT: FIRST CITY COUNCIL PUBLIC HEARING - CONSIDER NEW ELECTORAL DISTRICT MAPS REDUCING THE NUMBER OF COUNCIL MEMBERS FROM SIX WITH AN AT-LARGE ELECTED MAYOR TO FOUR WITH AN AT-LARGE ELECTED MAYOR

RECOMMENDED ACTION

It is recommended that the City Council:

1. Open the public hearing to consider the above proposal;
2. Make any adjustments to the boundaries of proposed electoral districts; and
3. Direct staff to publish notice for a second City Council public hearing to be scheduled on August 7, 2018 for final consideration of the above proposal and placement on the November 6, 2018 ballot.

BACKGROUND

Currently, the Colton City Council consists of six members who are elected “by district” from six districts with an at-large elected Mayor. However, earlier this year, the City Council gave staff direction to explore the possibility of reducing the number of City Councilmembers from six (6) to four (4) while retaining an at-large elected Mayor. Consistent with that proposal, staff has also explored the establishment of new boundaries for City Council electoral districts, thereby reducing the number of electoral districts within the City from six (6) to four (4).

Pursuant to State law, any Council restructuring of this nature must be approved by a majority of Colton voters as a ballot measure. Prior to submitting the measure to the voters, the City must take the following actions:

- The Colton Planning Commission must hold one public hearing to examine the electoral map as to the definiteness and certainty of the boundaries of the districts proposed therein and must make certain required findings with respect to the

districting map under State law.

- The Colton City Council must then hold two public hearings, the first to adjust the boundaries of the proposed districts and the second to consider placing the proposal on the ballot.

The City retained the services of Douglas Johnson at National Demographics Corporation to prepare draft electoral district maps adjusting the boundaries of the districts from six (6) to four (4). NDC provided two draft maps for the Council's and Planning Commission's consideration at a July 10, 2018 Joint Workshop. For more background on this effort, please refer to the staff report from the July 10 meeting (Attachment "A"). After a full discussion, the City Council directed staff to move forward with the proposal using the "Current Match" map as opposed to the "Downtown Split II" map, because it most closely matches existing districts.

Later that evening, the Colton Planning Commission held a noticed public hearing in order to examine the definiteness and certainty of the boundaries of the districts proposed in the "Current Match" map, and also adopted a resolution making the required findings with respect to the map under State law. A copy of that resolution is attached as Attachment "B".

DISCUSSION

Tonight, the City Council is scheduled to conduct its first public hearing with regard to the redistricting proposal and "Current Match" electoral map. The purpose of this meeting is to adjust the boundaries of the proposed districts in the map, should the Council decide that any adjustments are necessary.

If the Council directs staff to continue pursuing this proposal, staff will publish the appropriate notice for a second and final public hearing before the Council (tentatively scheduled for August 7) to consider placing this proposal on the November 6, 2018 ballot. The legal deadline to call this Measure for the November election is **August 10, 2018**.

FISCAL IMPACTS

The costs of placing the Measure on the ballot are estimated to be \$42,500. If passed, there will be approximately a \$55,000 annual reduction in costs to the City due to reduced needs for City Council staff and services.

ENVIRONMENTAL IMPACTS

Staff recommends that this action be determined Categorical Exempt under California Environmental Quality Act (CEQA) Guidelines Section 15378(b)(5) because the Ordinance relates to organizational or administrative activities of governments that will not result in direct or

or indirect physical changes in the environment, and therefore is not a project within the meaning of the California Environmental Quality Act.

ALTERNATIVES

1. Provide alternative direction to staff.

ATTACHMENT

1. Staff Report from Joint Council/Commission Workshop – July 10, 2018
2. Planning Commission Resolution No R-20-18 (adopted July 10, 2018)

ATTACHMENT 1

Staff Report from Joint Council/Commission Workshop – July 10, 2018



STAFF REPORT

DATE: JULY 10, 2018

TO: HONORABLE MAYOR AND CITY COUNCIL AND
CITY OF COLTON PLANNING COMMISSION

FROM: BILL SMITH, CITY MANAGER *BS*

PREPARED BY: CARLOS CAMPOS, CITY ATTORNEY

SUBJECT: **JOINT COUNCIL/COMMISSION WORKSHOP** - CONSIDER
PROPOSAL TO REDUCE NUMBER OF CITY COUNCIL MEMBERS
FROM SIX WITH AN AT-LARGE ELECTED MAYOR TO FOUR
WITH AN AT-LARGE ELECTED MAYOR AND ESTABLISHING
NEW CITY COUNCIL ELECTORAL DISTRICT BOUNDARIES
WITHIN THE CITY

RECOMMENDED ACTION

It is recommended that the City Council and Planning Commission:

1. Consider the proposal, along with draft electoral district maps, and provide direction.

BACKGROUND

Currently, the Colton City Council consists of six members who are elected “by district” from six districts with an at-large elected Mayor. Chapter 2.02 of the Colton Municipal Code defines the geographic boundaries of the City’s current six (6) electoral districts by which Colton City Councilmembers are elected.

Last February, the City Council gave staff direction to explore the possibility of reducing the number of City Councilmembers from six (6) to four (4) while retaining an at-large elected Mayor. Consistent with that proposal, staff has also explored the establishment of new boundaries for City Council electoral districts, thereby reducing the number of electoral districts within the City from six (6) to four (4).

DISCUSSION

City staff, through the City Attorney’s Office, retained the services of Douglas Johnson at National Demographics Corporation to prepare draft electoral district maps adjusting the boundaries of the districts from six (6) to four (4). NDC has provided two draft maps for consideration this evening. Both maps are drawn to comply with the Federal Voting Rights Act

with respect to definiteness of boundaries and “population balancing” (each district being as nearly equal in total population as possible).

- The “Current Match” map is intended to draw new districts that match, as closely as possible, to current districts. In essence, Districts 1, 2 and 3 would be changed to Districts “A” and “B”, and Districts 4, 5, and 6 would be changed to Districts “C” and “D”.
- The “Downtown Split II” map is intended to divide the Downtown between the four new electoral districts. This map has little correlation with the City’s existing six districts.

Each draft map is attached to this report as Exhibits “A” and “B”.

If the Council wishes to proceed with this proposal, Staff would recommend that the “Current Match” map be adopted over the “Downtown Split II” map. Because it most closely matches existing districts, Staff believes that this is the simpler and more straightforward option.

Pursuant to State law, any Council restructuring of this nature must be approved by a majority vote of Colton voters. Therefore, the City Attorney’s Office has prepared the attached Resolution and Ordinance that would place this measure on the ballot for the November 6, 2018 General Municipal Election. (See attached Exhibit “C”) While this is not intended as the final document, it is an “advanced draft” that provides a good sense of what such a measure would ultimately look like.

The draft Measure/Ordinance amends Chapter 2.02 of the Colton Municipal Code in the following ways:

- Reduces the number of City Councilmembers and City Council electoral districts within the City from six (6) to four (4);
- Legally defines the boundaries of four (4) new electoral districts; and
- Temporarily shortens future City Council terms (from 4 years to 2 years) to provide for “phasing in” of the new electoral district system.

In order to “phase in” this new system in the least disruptive manner to City elections, the draft Measure/Ordinance establishes the following procedure:

- *November, 2018 Election* – No change – Districts 1, 2 and 4 would run for election for four-year terms. State law does not permit a Measure of this kind to shorten existing Council terms. Because the November, 2018 election has already been noticed and scheduled to contest three four-year Council terms, candidates will be running on that basis. If the Measure were to pass, it could not

instantly shorten any of these terms since that would shorten an “existing” Council term and violate State law. Therefore, the first Council terms that could be adjusted by this Measure would be those up for election in November, 2020.

- *November, 2020 Election* – Districts 3, 5 and 6 would run for election, but only for two year terms. This is necessary so that the conversion from 6 to 4 districts will happen at the same election (see next bullet).
- *November, 2022 Election* - The conversion would happen here. The 6 districts would cease to exist and be replaced by the 4 new districts. All four Council seats would be up for election. However, Districts “A” and “B” (former Districts 1, 2 and 3) would run for two year seats and Districts “C” and “D” (former Districts 4, 5 and 6) would run for four year seats. This is necessary to “re-stagger” the elections for City Council, as is present practice.
- *November, 2024 Election* - Districts “A” and “B” would run for a four year term.
- *November, 2026 Election* - Districts “C” and “D” would run for a four year term, this would to continue for future elections.

If the Council gives direction to proceed, several follow-up public hearings must be held on this proposal under State law.

- The Colton Planning Commission must hold one public hearing for an examination as to the definiteness and certainty of the boundaries of the districts proposed by the Measure, and to make certain required findings with respect to the districting map under State law.
- The Colton City Council must then hold two public hearings, the first to adjust the boundaries of the proposed districts and the second to consider placing the proposal on the ballot.

The Planning Commission hearing is scheduled for later this evening. The City Council hearings are tentatively scheduled for July 17, 2018 and August 7, 2018. The legal deadline to call this Measure for the November election is **August 10, 2018**.

FISCAL IMPACTS

The costs of placing the Measure on the ballot are estimated to be \$42,500. If passed, there will be approximately a \$55,000 annual reduction in costs to the City due to reduced needs for City Council staff and services

ENVIRONMENTAL IMPACTS

Staff recommends that this action be determined Categorical Exempt under California Environmental Quality Act (CEQA) Guidelines Section 15378(b)(5) because the Ordinance relates to organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment, and therefore is not a project within the meaning of the California Environmental Quality Act.

ALTERNATIVES

1. Provide alternative direction to staff.

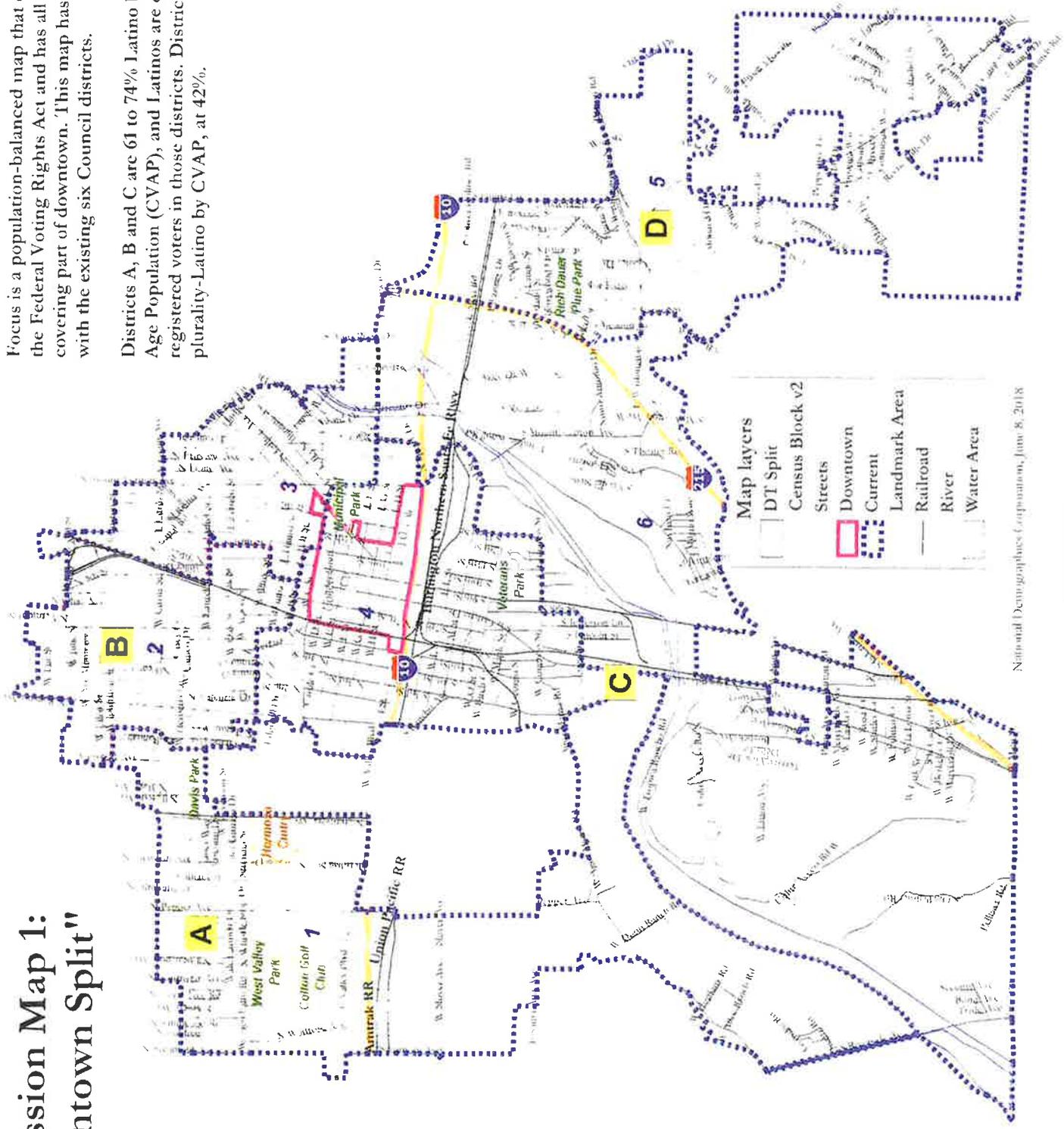
ATTACHMENT

1. "Current Match" Draft Electoral Map
2. "Downtown Split II" Draft Electoral Map
3. Draft Resolution R-77-18 for Reducing Number of Councilmembers and Electoral Districts

Discussion Map 1: "Downtown Split"

Focus is a population-balanced map that complies with the Federal Voting Rights Act and has all four districts covering part of downtown. This map has little correlation with the existing six Council districts.

Districts A, B and C are 61 to 74% Latino by Citizen Voting Age Population (CVAP), and Latinos are over 60% of registered voters in those districts. District D is plurality-Latino by CVAP, at 42%.



National Demographics Corporation, June 8, 2018

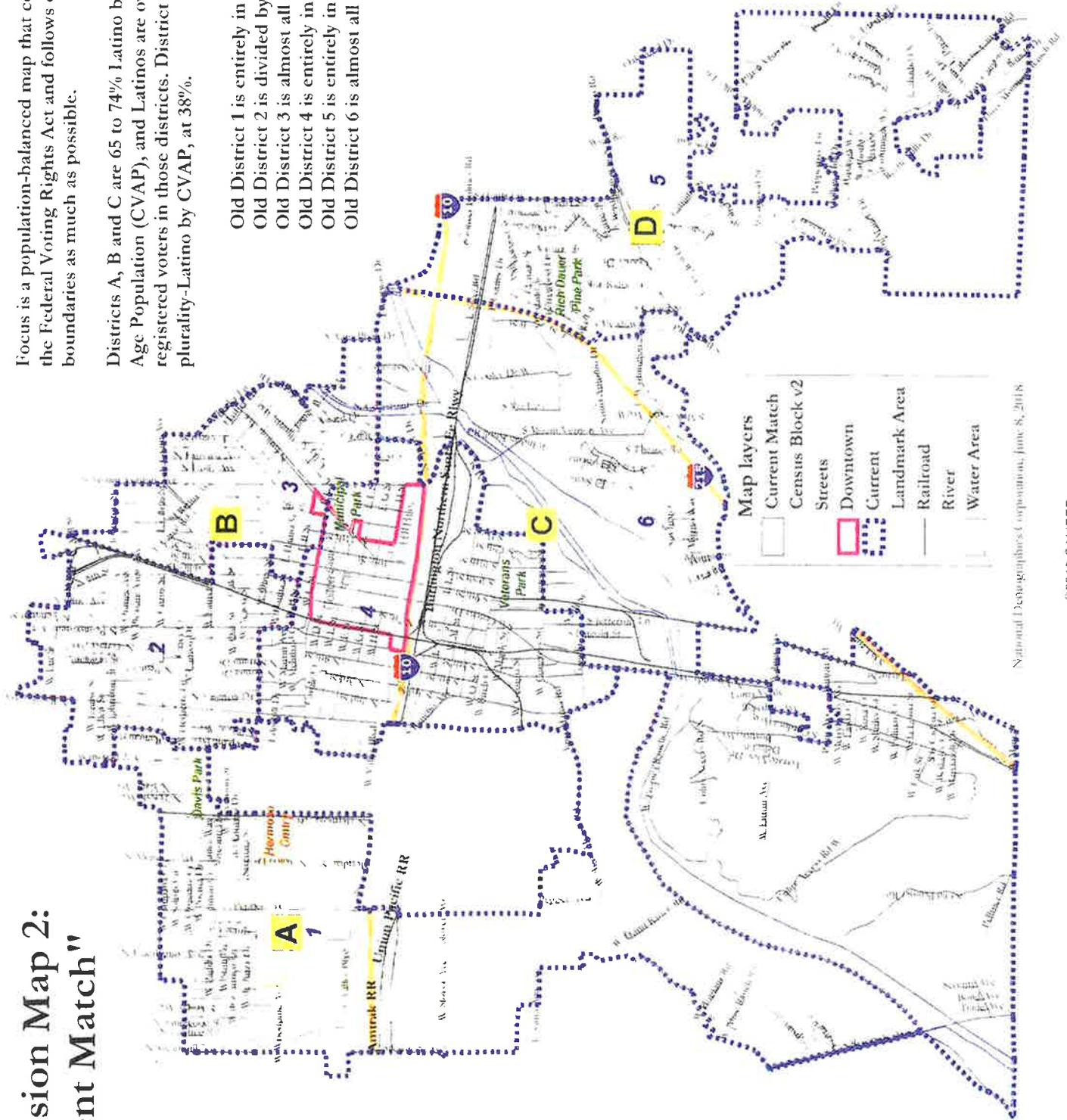
©2016 CALIPER

Discussion Map 2: "Current Match"

Focus is a population-balanced map that complies with the Federal Voting Rights Act and follows existing district boundaries as much as possible.

Districts A, B and C are 65 to 74% Latino by Citizen Voting Age Population (CVAP), and Latinos are over 74% of registered voters in those districts. District D is plurality-Latino by CVAP, at 38%.

- Old District 1 is entirely in A.
- Old District 2 is divided by A and B.
- Old District 3 is almost all in B.
- Old District 4 is entirely in C.
- Old District 5 is entirely in D.
- Old District 6 is almost all in C.



National Demographic Corporation, June 8, 2018

©2016 CALIPER

RESOLUTION NO. R-77-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLTON, CALIFORNIA, CALLING FOR THE PLACEMENT OF A MEASURE ON THE BALLOT AT THE NOVEMBER 6, 2018 GENERAL MUNICIPAL ELECTION FOR THE SUBMISSION TO THE QUALIFIED VOTERS OF A PROPOSED ORDINANCE REDUCING THE NUMBER OF CITY COUNCIL MEMBERS FROM SIX WITH AN AT-LARGE ELECTED MAYOR TO FOUR WITH AN AT-LARGE ELECTED MAYOR AND ESTABLISHING NEW CITY COUNCIL ELECTORAL DISTRICT BOUNDARIES WITHIN THE CITY.

WHEREAS, pursuant to Colton Municipal Code Chapter 2.02, the Colton City Council currently consists of six (6) members who are elected by-districts with an at-large elected Mayor; and

WHEREAS, Colton Municipal Code Chapter 2.02 defines the boundaries of the City's current six (6) electoral districts by which Colton City Councilmembers are elected; and

WHEREAS, the City Council desires to submit to the voters an amendment to the Colton Municipal Code which would reduce the number of City Councilmembers from six (6) to four (4) while retaining an at-large elected Mayor; and

WHEREAS, consistent with the above, the City Council also desires to submit to the voters an amendment to the Colton Municipal Code which would establish new boundaries for City Council electoral districts, thereby reducing the number of electoral districts within the City from six (6) to four (4); and

WHEREAS, pursuant to California Government Code Section 34871, this reduction in the number of City Council members and the corresponding reduction in the number of electoral districts within the City must be approved by a majority vote of the qualified electors of Colton voting at a municipal election; and

WHEREAS, pursuant to California Elections Code Section 9222, the City Council has authority to place local measures on the ballot to be considered at a municipal election; and

WHEREAS, pursuant to California Government Code Section 34874, no amendatory ordinance altering the boundaries of legislative/electoral districts may be submitted to the voters until it has been submitted to the City's Planning Commission for an examination as to the definiteness and certainty of the boundaries of the districts proposed; and

WHEREAS, the City of Colton Planning Commission conducted a noticed public hearing on July 10, 2018 at which time it reviewed the amendatory ordinance and examined the boundary map for proposed legislative/electoral districts; and

WHEREAS, at the conclusion of the public hearing, the Planning Commission made the following findings by resolution, as required by California Government Code Sections 34875 and 34876:

- A. All legislative/electoral districts proposed in the district boundary map close; and
- B. No legislative/electoral districts will be eliminated prior to the termination of the term of office of the Councilmember from the district; and
- C. A greater number of Councilmembers will not be qualified to hold office concurrently than are authorized by State law or the amendatory ordinance.

WHEREAS, pursuant to California Government Code Section 34877.5 and California Elections Code Section 21607, if the City Council is proposing to adjust legislative/electoral district boundaries, the City Council shall hold two public hearings – first to adjust the boundaries of the proposed districts and the second to consider placing the proposal on the ballot; and

WHEREAS, the Colton City Council conducted two noticed public hearings on July 17, 2018 and August 7, 2018 to adjust the boundaries of the proposed districts and to consider placing this measure on the ballot; and

WHEREAS, the next regularly scheduled General Municipal Election for the election of members of the City Council will be held on Tuesday, November 6, 2018; and

WHEREAS, the City Council desires to place the above-described measure reducing the number of City Council members and electoral districts on the ballot for the same election to be held on November 6, 2018.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COLTON, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. Findings. The City Council finds that all of the preceding recitals are true and correct and are hereby incorporated and adopted as findings and determinations by the City Council as if fully set forth herein.

SECTION 2. Submission of Measure. Pursuant to California Government Code Section 34871, California Elections Code Section 9222 and any other applicable requirements of the laws of the State of California relating to general law cities, the City Council, by a majority vote, hereby orders the proposed Measure/ordinance, attached hereto as Attachment “A” and incorporated herein by reference, to be submitted to the

less than 10-font bold type, the following: **“The above statement is an impartial analysis of Ordinance or Measure “___”. If you desire a copy of the ordinance or measure, please call the election official’s office at (909) 370-5001 and a copy will be mailed at no cost to you.”**

SECTION 7. Certification. The City Clerk shall certify to the adoption of this Resolution.

SECTION 8. Filing with County. The City Clerk shall, not later than the 88th day prior to the General Municipal Election to be held on Tuesday, November 6, 2018, file with the Board of Supervisors and the County Clerk – Registrar of Voters of the County of San Bernardino, State of California, a certified copy of this Resolution.

SECTION 9. Public Examination. Pursuant to California Elections Code Section 9295, this measure will be available for public examination for no fewer than ten (10) calendar days prior to being submitted for printing in the voter information guide. The Clerk shall post notice in the Clerk’s office of the specific dates that the examination period will run.

[signatures on next page]

PASSED, APPROVED and ADOPTED this ____ day of _____, 2018.

RICHARD DELAROSA, Mayor

ATTEST:

CAROLINA R. PADILLA, City Clerk

APPROVED AS TO FORM:

CARLOS CAMPOS, City Attorney
Best Best & Krieger

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

I HEREBY CERTIFY that the foregoing Resolution No. R-__-18 was duly adopted by the City Council of the City of Colton at a regular meeting thereof, held on the ____ day of _____, 2018, by the following vote of Council:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:

City Clerk

DRAFT

Attachment "A"

ORDINANCE NO. O-__-18

MEASURE "___"

AN ORDINANCE OF THE PEOPLE OF THE CITY OF COLTON, CALIFORNIA, AMENDING CHAPTER 2.02 OF TITLE 2 (ADMINISTRATION AND PERSONNEL) OF THE COLTON MUNICIPAL CODE REDUCING THE NUMBER OF CITY COUNCIL MEMBERS FROM SIX WITH AN AT-LARGE ELECTED MAYOR TO FOUR WITH AN AT-LARGE ELECTED MAYOR AND ESTABLISHING NEW CITY COUNCIL ELECTORAL DISTRICT BOUNDARIES WITHIN THE CITY.

THE PEOPLE OF THE CITY OF COLTON, CALIFORNIA DO HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Chapter 2.02 of Title 2 (Administration and Personnel) of the Colton Municipal Code is hereby amended to read as follows:

"Chapter 2.02 - ELECTION OF CITY COUNCILMEMBERS BY DISTRICT.

2.02.010 - Purpose and number of Districts.

The purposes of this chapter are to establish fair representation on the City Council by the establishment of ~~six~~ **four** electoral districts to assure that the needs of all areas of the City are represented by the City Council at all times and to provide for the position of Mayor elected by the City at-large. The City Council districts shall be drawn with the underlying purpose of creating neighborhoods to bring people together and shall additionally be drawn to create districts as nearly equal in population as possible according to the latest Federal decennial census. District boundaries may be amended from time to time **by City Council ordinance** as provided by law to assure continued fair representation.

2.02.020 - Definitions.

As used in this chapter, the following terms shall be defined as set forth in this section:

"By District" means the election of members of the City Council only by voters residing in the district in which such Councilmembers also reside.

~~"Initial Term" means the two or four year term of office for each Councilmember beginning with the election of Councilmembers by district in 1992 in order to establish continuity of representation on the City Council by electing Councilmembers By District in three Districts only in any one election Year.~~

~~"Transition Period" means that period of time during which Initial Terms of office remain in effect.~~

2.02.030 - Manner of election.

One member of the City Council shall be elected by each district established by this chapter as identified and described in Sections 2.02.080 *and* 2.20.090 of this chapter.

2.02.040 - ~~Initial~~ Adjustment to Councilmember Terms of office.

All incumbent City Councilmembers shall be entitled to fulfill the balance of their existing terms of office *to which they were elected by their respective six (6) districts at either the November 8, 2016 or November 6, 2018 General Municipal Election, or to which they were appointed to such an office in lieu of an election pursuant to existing law.* To effect that policy, the ~~Initial Terms of office during the Transition Period shall be determined as follows~~*ing special rules shall apply to future terms of office in order to match the timing of future elections with the reduction in districts from six (6) to four (4):*

- A. **November 6, 2018 General Municipal Election:** Districts 1, 2 *and* 4 shall ~~not~~ be subject to election ~~in 1992~~. The ~~Initial~~ term of office for the *each* Councilmember in Districts 1, 2 *and* 4 shall be ~~two~~ *four* years and shall expire in ~~1994~~*2022*, concurrently with expiration of the term of office of the ~~current incumbent Councilmember in that District.~~
- B. **November 3, 2020 General Municipal Election:** Districts ~~2~~ *3, 5 and 6* shall be subject to election ~~in 1992~~. The ~~Initial~~ term of office ~~for~~ *each Councilmember in* Districts ~~2, 3, 5 and 6~~ shall be two years and shall expire in ~~1994~~*2022*, ~~and any after which the incumbent Councilmember who resides in District 2 may elect to run for election in his or her new By District 2 of residence in the election to be held in November of 1992~~*2022.*
- C. **November 8, 2022 General Municipal Election:** *As of this election, Districts 1 through 6 shall cease to exist as six separate electoral districts. Instead an election shall be held for the Office of City Councilmember amongst duly-nominated and qualified candidates residing in and being voted upon by registered voters residing within the four Electoral Districts "A" through "D", as identified in Section 2.02.090 of this chapter. The term of office for each Councilmember in Electoral Districts "A" and "B" shall be two years and shall expire in 2024. The term of office for each Councilmember in Electoral Districts "C" and "D" shall be four years and shall expire in 2026. The incumbent Councilmember in District 2 whose current term expires in 1994, Shall elect, immediately Following final adoption of the Ordinance codified in this chapter, either:*
 - 1. ~~To become a candidate for Council to be elected By District 2 for the Initial Term of two Years and if not elected to terminate his current term of office; or~~

~~2. To fill out his current term by representing another District, selected by Lot, within the City.~~

D. ***November 5, 2024 and Future General Municipal Elections: Elections shall be held for the Office of City Councilmember amongst duly-nominated and qualified candidates residing in and being voted upon by registered voters residing within their respective Electoral Districts "A", "B", "C" or "D", as identified in Section 2.02.090 of this chapter. The term of office for each Councilmember shall be four years. General elections shall be staggered so that Councilmembers from Electoral Districts "A" and "B" are elected in November, 2024, 2028, 2032, etc., and Councilmembers from Electoral Districts "C" and "D" are elected in November, 2026, 2030, 2034, etc. In the event that the incumbent Councilmember in District 2 whose term expires in 1994 elects to fulfill the unexpired remainder of his term of office by representing another District, selected by Lot, that District Shall not be subject to election in 1992 and the term of office for that District Shall expire in 1994, concurrently with the expiration of that incumbent's term of office.***

~~E. All other Districts not otherwise addressed in this section, Shall be subject to election in 1992 and the Initial Term of office for those Districts Shall be four Years terminating in 1996, unless the incumbent Councilmember in District 2 whose term expires in 1994 elects to Stand for election to the initial two Year term commencing in 1992. In that case, the Initial Term of office for one other District Shall be determined by Lot to be a two Year term expiring in 1994, so that a total of three Districts Shall have Initial Terms expiring in 1994 and three Districts have Initial Terms expiring in 1996. Thereafter, all Districts Shall have Councilmember terms of four Years.~~

~~**2.02.050 - Terms of office for Councilmembers after Transition Period. [Reserved]**~~

~~The terms of office for Councilmembers after the Initial Term established in Section 2.02.040 for the Transition Period Shall be four Years.~~

2.02.060 - Term of office for Mayor.

The term of office for the Mayor Shall be four years. ***The Mayor shall be elected at the November 6, 2018 General Municipal Election and at each general municipal election in every fourth year following that election.***

~~**2.02.070 - Eligibility of City Councilmembers after Transition Period - District Residency Required.**~~

~~After the Transition Period and the expiration of the term of office of any incumbent Councilmember, a A Person is eligible to hold office as a member of the City Council elected By District if he or she resides in the geographical area making up the District from which he or she is elected and if he or she is registered to vote in that District at the time at~~

which *nomination* papers ~~must be filed declaring his or her candidacy for office~~ *are issued to the person.*

2.02.080 - District numbers and boundaries *until November 8, 2022 Election.*

Until the November 8, 2022 General Municipal Election, there shall be six Districts in the City described in the map which is set forth in this chapter *as Exhibit "1", attached hereto and incorporated herein by reference,* and which are more particularly described as follows:

- A. District 1. All that land located in the City lying within the Following described boundaries:

Beginning at the intersection of the Ellen Street and the City of Colton Corporate Boundary, Thence easterly along Ellen Street to Watwood Street, Thence southerly along Watwood Street to Johnston Street, Thence easterly on Johnston Street to Grand Avenue, Thence southerly along Grand Avenue to Citrus Street, Thence westerly along Citrus Street to Grand Avenue, Thence Southerly along Grand Avenue to Long Beach Drive, Thence westerly along Long Beach Drive to Latham Street, Thence southerly along Latham Street to Laurel Street, also being a point in the City of Colton Corporate Boundary, thence easterly and southerly along the City of Colton Corporate Boundary, Following its various courses to its intersection with Agua Mansa Road, Thence easterly along Agua Mansa Road to Rancho Avenue, Thence southerly and easterly along Rancho Avenue to La Cadena Drive, Thence southerly along La Cadena Drive to the north line of the San Bernardino County Rood Control District Right-of-Way as described in Official Records 7556-795, PCL. 61 Records of San Bernardino County, State of California, Thence southerly and westerly along said north line through its various courses to its intersection with the City of Colton Corporate Boundary at Riverside Avenue, Thence, northerly and easterly along the City of Colton Corporate Boundary to the Point of Beginning.

Excluding all unincorporated areas within this District boundary.

- B. District 2. All that land located in the City lying within the Following described boundaries:

Beginning at the intersection of the City of Colton Corporate Boundary with Ellen Street Thence easterly along Ellen Street to Watwood Avenue, Thence southerly along Watwood Avenue to Johnston Street, Thence easterly along Johnston Street to Grand Avenue, Thence southerly along Grand Avenue to Citrus Street, Thence westerly along Citrus Street to Grand Avenue, Thence southerly along Grand Avenue to Long Beach Drive, Thence westerly along Long Beach Drive to Latham Street, Thence southerly along Latham Street to Laurel Street, also being a point in the City of Colton Corporate Boundary, thence easterly and southerly along the City

of Colton Corporate Boundary, Following its various courses to its intersection with Olive Street, Thence easterly along Olive Street to Pennsylvania Avenue, Thence southerly along Pennsylvania Avenue to B Street, Thence easterly along B Street to La Cadena Drive, Thence northerly along La Cadena Drive to Olive Street, Thence easterly along Olive Street to 10th Street, Thence northerly along 10th Street to La Cadena Drive, Thence northeasterly along La Cadena Drive to Laurel Street, Thence westerly along Laurel Street to the Burlington Northern and Santa Fe Railroad, Thence northeasterly along said Railroad to City of Colton Corporate Boundary at Mill Street, Thence northerly and westerly along the City of Colton Corporate Boundary to the Point of Beginning.

- C. District 3 - All that land located in the City lying within the Following described boundaries:

Beginning at the intersection of Mill Street, also being the City of Colton Corporate Boundary, with the Burlington Northern and Santa Fe Railroad, Thence Following the City of Colton Corporate Boundary through its various courses easterly and southerly to Fairway Drive, Thence westerly along Fairway Drive to Mt. Vernon Avenue, Thence northerly along Mt. Vernon Ave to C Street, Thence westerly along C Street to 10th Street, Thence northerly along 10th Street to B Street, Thence westerly along B Street to La Cadena Drive, Thence northerly along La Cadena Drive to Olive Street, Thence easterly along Olive Street to 10th Street, Thence northerly along 10th Street to La Cadena Drive, Thence northeasterly along La Cadena Drive to Laurel Street, Thence westerly along Laurel Street to the Burlington Northern and Santa Fe Railroad, Thence northeasterly along said Railroad to the Point of Beginning.

- D. District 4. All that land located in the City lying within the Following described boundaries:

Beginning at the intersection of the City of Colton Corporate Boundary and Agua Mansa Road, Thence northerly along the City of Colton Corporate Boundary through its various courses to Olive Street, Thence easterly along Olive Street to Pennsylvania Avenue, Thence southerly along Pennsylvania Avenue to B Street, Thence easterly along B Street to 10th Street, Thence southerly along 10th Street to C Street, Thence easterly along C Street to Mt. Vernon Avenue, Thence southerly along Mt. Vernon Avenue to Fairway Drive, Thence easterly along Fairway Drive to the Warm Creek Flood Control Channel, Thence southerly along the Warm Creek Flood Control Channel to the Interstate 10 Freeway, Thence westerly along the Interstate 10 Freeway to Mt. Vernon Avenue, Thence southerly along Mt. Vernon Avenue to M Street, Thence westerly along M Street to Fogg Street, Thence southerly along Fogg Street to Congress Street, Thence westerly along Congress Street to 8th Street, Thence southerly along 8th Street to Fogg Street, Thence westerly along Fogg Street to La Cadena Drive, Thence

southerly along La Cadena Drive to Rancho Avenue, Thence westerly and northerly along Rancho Avenue to Agua Mansa Road, Thence westerly along Agua Mansa Road to the Point of Beginning.

- E. District 5. All that land located in the City lying within the Following described boundaries:

Beginning at the intersection of the City of Colton Corporate Boundary and Interstate 10 Freeway, Thence westerly and northerly along the City of Colton Corporate Boundary to its intersection with the Interstate 215 Freeway, Thence leaving said Colton corporate boundary, southerly along the Interstate 215 Freeway to the Reche Canyon Flood Control Channel, Thence easterly along the Reche Canyon Flood Control Channel to its intersection with the northerly prolongation of Meadow Lane, Thence southerly along Meadow Lane to Washington Street, Thence easterly along Washington Street to Center Street, Thence southerly along Center Street to Barton Road, Thence southwesterly along Barton Road to its intersection with the City of Colton Corporate Boundary, Thence southerly along the City of Colton Corporate Boundary through its various courses to the Riverside County Line, also being City of Colton Corporate Boundary, Thence easterly along City of Colton Corporate Boundary to the Loma Linda City Boundary, also being City of Colton Corporate Boundary, Thence northerly along the City of Colton Corporate Boundary through its various courses to the Point of Beginning.

Excluding there from all unincorporated area lying within the District boundary.

- F. District 6. All that land located in the City lying within the Following described boundaries:

Beginning at the most southwesterly corner of the City of Colton, Thence easterly and northerly along the City of Colton Corporate Boundary, also being the boundary between San Bernardino County and Riverside County, through its various courses to its intersection with Barton Road near Hilltop Drive, Thence leaving said Colton Corporate Boundary northeasterly along Barton Road to Center Street, Thence northerly along Center Street to Washington Street, Thence westerly along Washington Street to Meadow Lane, Thence northerly along Meadow Lane and its northerly prolongation to the Reche Canyon Flood Control Channel, Thence westerly along Reche Canyon Flood Control Channel to the Interstate 215 Freeway, Thence northerly along the Interstate 215 Freeway to its intersection with the City of Colton Corporate Boundary, Thence westerly along the City of Colton Corporate Boundary through its various courses to the intersection of Fairway Drive with Auto Plaza Drive, Thence leaving said Colton Corporate Boundary westerly along Fairway Drive to the Warm Creek Flood Control Channel, Thence southerly along the Warm Creek Flood

Control Channel to the Interstate 10 Freeway, Thence westerly along Interstate 10 Freeway to Mt. Vernon Avenue, Thence southerly along Mt. Vernon Avenue to M Street, Thence westerly along M Street to Fogg Street, Thence southerly along Fogg Street to Congress Street. Thence westerly along Congress Street to 8th Street, Thence southerly along 8th Street to Fogg Street, Thence westerly along Fogg Street to La Cadena Drive, Thence southerly along La Cadena Drive to the north line of the San Bernardino County Flood Control District Right-of-Way as described in document recorded in Official Record No. 7556-795 PCL 61, Records of San Bernardino County, State of California, Thence southerly and westerly along said north line through its various courses to its intersection with the City of Colton Corporate Boundary at Riverside Avenue, Thence southerly and westerly along the City of Colton Corporate Boundary to the Point of Beginning.

Excluding there from all unincorporated area lying within the District boundary.

All calls to a roadway or drainage device shall be to the centerline unless otherwise noted.

2.02.090 – Adjusted District numbers and boundaries for November 8, 2022 Election and Future Elections.

- A. *For the November 8, 2022 General Municipal Election, Districts 1 through 6, as defined in Section 2.02.080 (A) through (F), shall cease to exist as six separate electoral districts, and shall be replaced by four Districts “A” through “D”, as those Districts are described in the map which is set forth in this chapter as Exhibit “2”, attached hereto and incorporated herein by reference, and which are more particularly described as follows:*

1. *District “A”. All that land located in the City lying within the following described boundaries:*

[PROVIDE LEGAL DESCRIPTION]

Excluding all unincorporated areas within this District boundary.

2. *District “B”. All that land located in the City lying within the following described boundaries:*

[PROVIDE LEGAL DESCRIPTION]

Excluding all unincorporated areas within this District boundary.

3. *District “C”. All that land located in the City lying within the following described boundaries:*

[PROVIDE LEGAL DESCRIPTION]

Excluding all unincorporated areas within this District boundary.

4. **District "D".** *All that land located in the City lying within the following described boundaries:*

[PROVIDE LEGAL DESCRIPTION]

Excluding all unincorporated areas within this District boundary.

- B. *All calls to a roadway or drainage device shall be to the centerline unless otherwise noted.*
- C. *All future elections for City Councilmembers shall be conducted by the four electoral districts (Districts "A" through "D") as those Districts are described in the map which is set forth in this chapter and which are more particularly described in subsection (B) above.*
- D. *The City Council may, from time to time, by ordinance, adjust the boundaries of Districts "A" through "D", as required by law or as desirable in order to create electoral districts as nearly equal in population as possible according to the latest Federal decennial census to assure continued fair representation within the City of Colton."*

SECTION 2. Effective Date. Pursuant to California Elections Code Section 9217, this Measure must be approved by at least a majority of the eligible voters of the City of Colton voting at the General Municipal Election of November 6, 2018. If approved, this Measure shall be deemed adopted and take effect ten (10) days after the City Council has certified the results of that election by resolution.

SECTION 3. Severability. If any section, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this ordinance. The People of the City of Colton hereby declare that they would have adopted this ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

SECTION 4. Certification/Summary. Following the City Clerk's certification that the citizens of Colton have approved this Ordinance, the Mayor shall sign this Ordinance and the City Clerk shall cause the same to be entered in the book of original ordinances of said City; and shall cause the same, or a summary thereof, to be published as required by law.

PASSED, APPROVED and ADOPTED this 6th day of November, 2018.

Richard A. DeLaRosa, Mayor

ATTEST:

Carolina R. Padilla, City Clerk

APPROVED AS TO FORM:

Carlos Campos, City Attorney
Best Best & Krieger

DRAFT

EXHIBIT "1"

Map of Current City of Colton Electoral Districts (6)
(until November 8, 2022 General Municipal Election)

[attached behind this page]

DRAFT

Legend

- District 1
- District 2
- District 3
- District 4
- District 5
- District 6

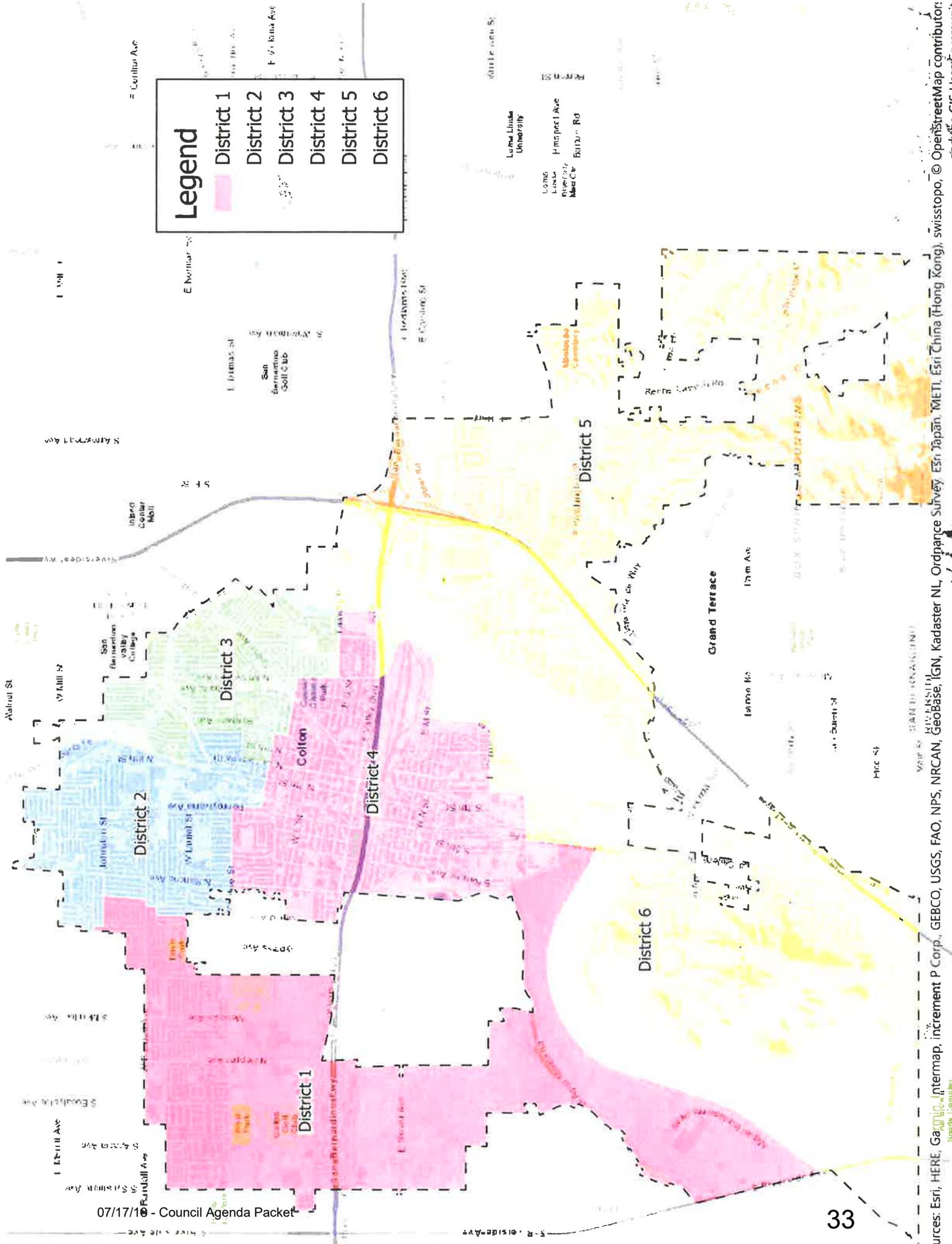


EXHIBIT "2"

Map of Future City of Colton Electoral Districts (4)
(effective November 8, 2022 General Municipal Election)

[attached behind this page]

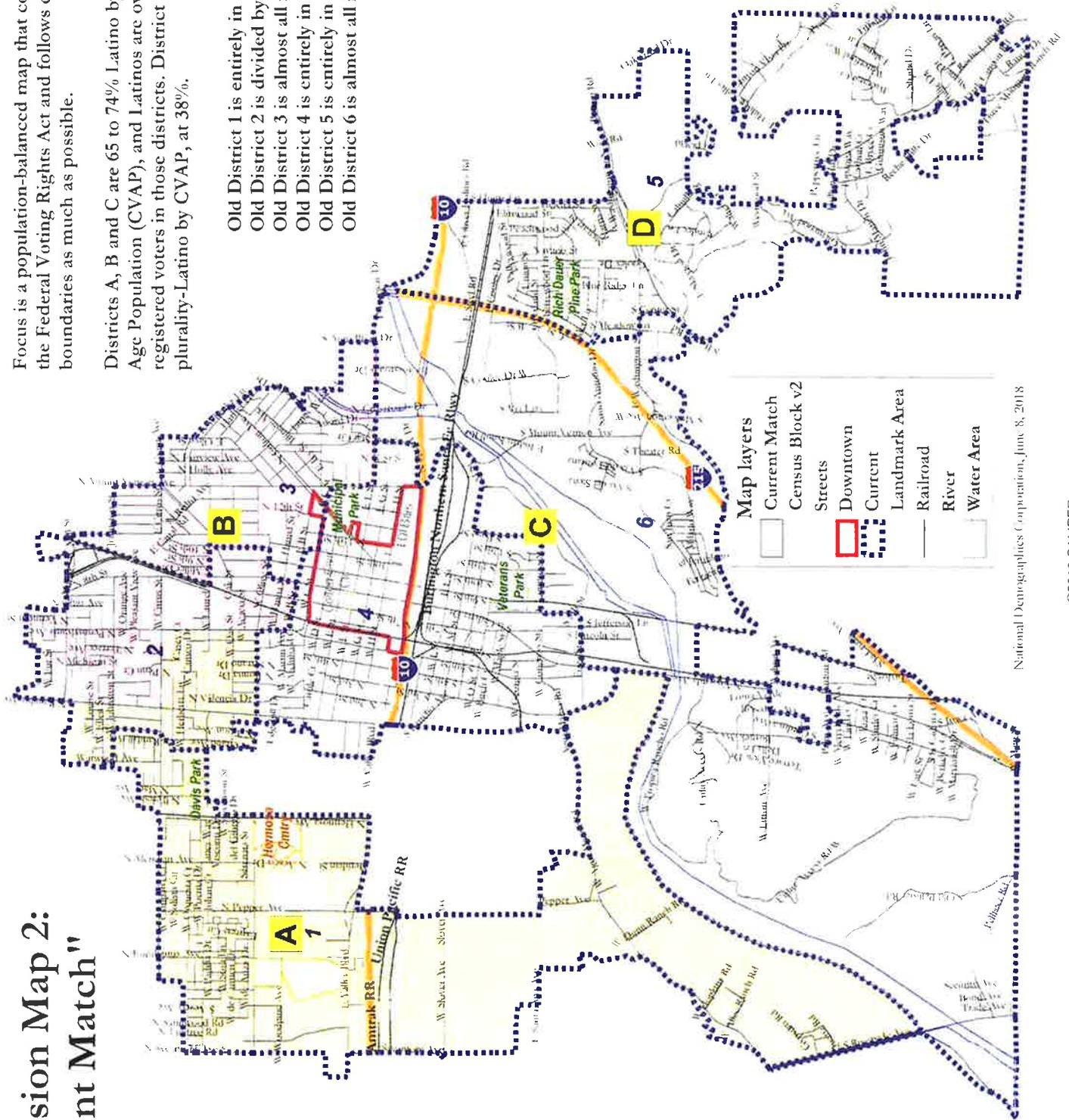
DRAFT

Discussion Map 2: "Current Match"

Focus is a population-balanced map that complies with the Federal Voting Rights Act and follows existing district boundaries as much as possible.

Districts A, B and C are 65 to 74% Latino by Citizen Voting Age Population (CVAP), and Latinos are over 74% of registered voters in those districts. District D is plurality-Latino by CVAP, at 38%.

- Old District 1 is entirely in A.
- Old District 2 is divided by A and B.
- Old District 3 is almost all in B.
- Old District 4 is entirely in C.
- Old District 5 is entirely in D.
- Old District 6 is almost all in C.

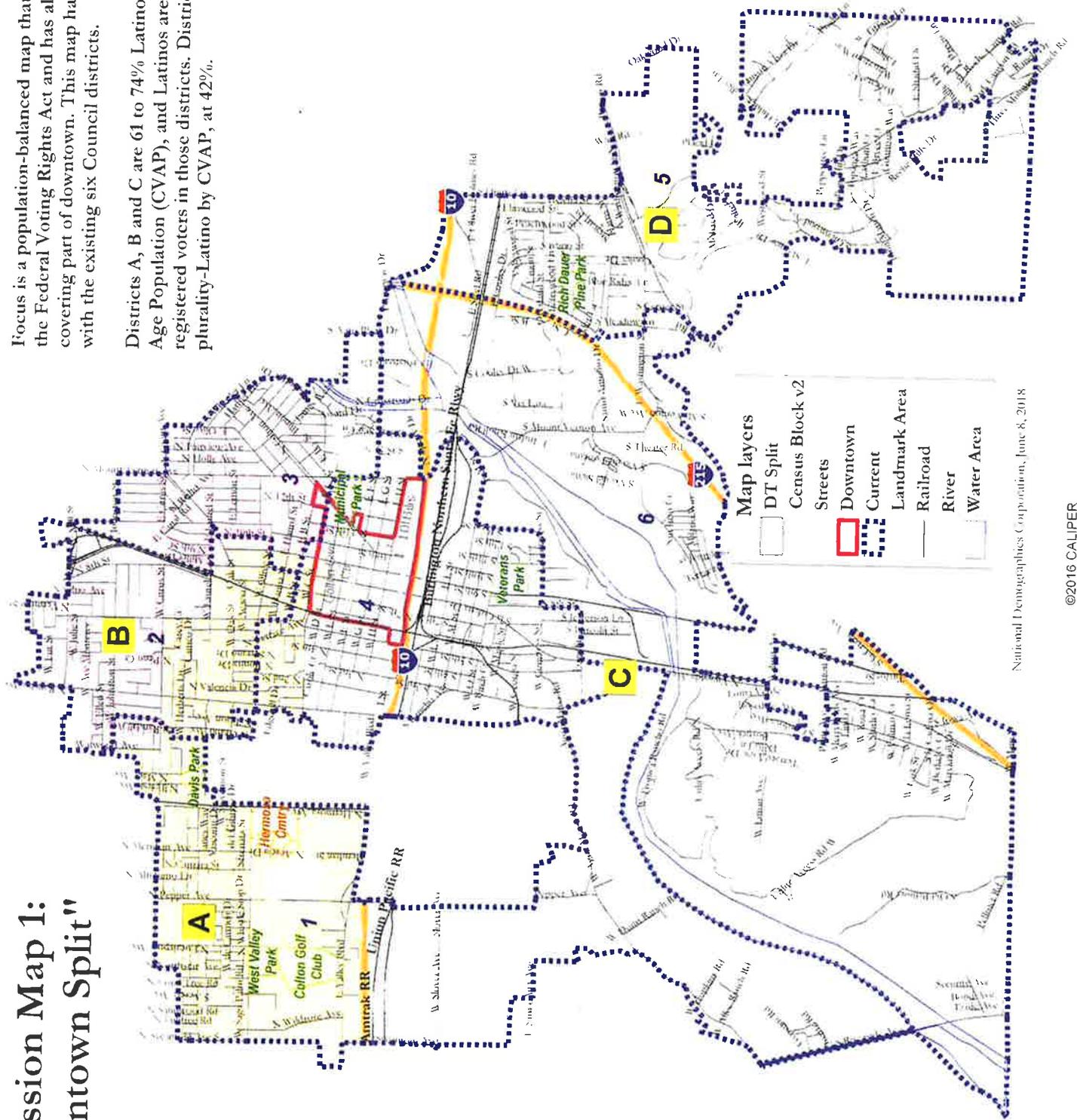


National Demographics Corporation, June 8, 2018

Discussion Map 1: "Downtown Split"

Focus is a population-balanced map that complies with the Federal Voting Rights Act and has all four districts covering part of downtown. This map has little correlation with the existing six Council districts.

Districts A, B and C are 61 to 74% Latino by Citizen Voting Age Population (CVAP), and Latinos are over 60% of registered voters in those districts. District D is plurality-Latino by CVAP, at 42%.



National Demographics Corporation, June 8, 2018

©2016 CALIPER

ATTACHMENT 2

Planning Commission Resolution No. R-20-18 (adopted July 10, 2018)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

RESOLUTION NO. R-20-18

A RESOLUTION OF THE CITY OF COLTON PLANNING COMMISSION MAKING CERTAIN FINDINGS WITH RESPECT TO THE DEFINITENESS AND CERTAINTY OF PROPOSED CITY COUNCIL ELECTORAL DISTRICT MAPS, PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 34874.

WHEREAS, pursuant to Colton Municipal Code Chapter 2.02, the Colton City Council currently consists of six (6) members who are elected by-districts with an at-large elected Mayor; and

WHEREAS, Colton Municipal Code Chapter 2.02 defines the boundaries of the City's current six (6) electoral districts by which Colton City Councilmembers are elected; and

WHEREAS, the City Council is exploring an amendment to the Colton Municipal Code which would reduce the number of City Council members from six (6) to four (4) while retaining an at-large elected Mayor; and

WHEREAS, consistent with the above, the City Council is also exploring an amendment to the Colton Municipal Code which would establish new boundaries for City Council electoral districts, thereby reducing the number of electoral districts within the City from six (6) to four (4); and

WHEREAS, pursuant to California Government Code Section 34871, this reduction in the number of City Council members and the corresponding reduction in the number of electoral districts within the City must be approved by a majority vote of the qualified electors of Colton voting at a municipal election; and

WHEREAS, the City Council is currently exploring placing a local measure/ordinance on the ballot at a municipal election to accomplish the local election changes set forth above; and

WHEREAS, to that end, the City of Colton has retained the services of National Demographics Corporation to prepare two draft electoral district maps adjusting the boundaries of the districts to thereby reduce the number of electoral districts within the City from six (6) to four (4); and

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

WHEREAS, the City Attorney’s Office has also prepared a measure/ordinance for submission to Colton voters which amends Chapter 2.02 of the Colton Municipal Code in the following ways: (i) reduces the number of City Councilmembers and City Council electoral districts within the City from six (6) to four (4), (ii) legally defines the boundaries of four new electoral districts, and (iii) temporarily shortens future City Council terms (from 4 years to 2 years) to provide for “phasing in” of the new electoral district system (See, attached Exhibit “A”); and

WHEREAS, pursuant to California Government Code Sections 34874-34876, no amendatory ordinance altering the boundaries of legislative/electoral districts may be submitted to the voters until it has been submitted to the City’s Planning Commission for an examination as to the definiteness and certainty of the boundaries of the districts proposed, and the Planning Commission makes certain required findings; and

WHEREAS, the City of Colton Planning Commission conducted a noticed public hearing on July 10, 2018 at which time it reviewed the amendatory ordinance and examined the two boundary maps for proposed legislative/electoral districts (termed “Current Match” and “Downtown Split II”); and

WHEREAS, at said public hearing the Planning Commission considered all testimony and other evidence offered by the public, as well as the two draft maps and staff report prepared for the Commission’s consideration; and

WHEREAS, all other prerequisites to the adoption of this resolution have been completed.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF COLTON, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. Findings – Recitals. The Planning Commission finds that all of the preceding recitals are true and correct and are hereby incorporated and adopted as findings and determinations by the Planning Commission as if fully set forth herein.

1 SECTION 2. Findings – Draft Maps and Amendatory Ordinance. The Planning
2 Commission hereby makes the following findings as required by California Government Code
3 Sections 34875 and 34876 which state as follows:

4 *“The amendatory ordinance shall not be submitted to the voters if:*

5 A. *one or more of the legislative districts do not close;*

6
7 Both draft maps considered by the Planning Commission provide for four distinct electoral
8 districts with clearly defined boundaries that encompass the entire territory assigned to each district.
9 Both maps are made to be incorporated by reference into the amendatory ordinance. Neither map
10 leaves undefined boundaries between districts or “orphan” parcels that are not assigned to a district.
11 In other words, both maps permit one to ascertain with certainty which territory within the City of
12 Colton is assigned to which electoral district. As such, all four districts shown in each map “close”.

13 B. *one or more entire legislative districts are eliminated prior to the termination of the*
14 *term of office of the council member of or from the district,*

15
16 The amendatory ordinance provides for the “phasing in” of the change from six (6) to four
17 (4) electoral districts. Terms of Councilmembers elected in November, 2016 and November, 2018
18 will not be affected – they will continue to serve full four-year terms. In November, 2020, the
19 amendatory ordinance shortens certain City Council terms from four years to two years (expiring
20 in 2022). As a result, at the November, 2022 general municipal election, when the six existing
21 districts will be reduced to four, all Councilmember terms will have terminated and all four new
22 electoral districts will elect representatives. The amendatory ordinance subsequently shortens
23 certain other City Council terms from four years to two years in order to resume staggered elections
24 for these offices per the City’s standard practice.

25 C. *the effect is that a greater number of council members will be qualified to hold office*
26 *concurrently than are authorized by this article or the amendatory ordinance.*

27 As a result of the “phasing in” as described above, the City Council will consist of six
28 members from six districts (with an at-large Mayor) until the November, 2022 general municipal

1 election. On and after the November, 2022 general municipal election, the six current districts will
2 be reduced to four and the number of City Council seats up for election will, correspondingly, be
3 reduced to four (with an at-large Mayor). At no time will a different number of Councilmembers
4 be authorized to serve on the City Council.

5 The “article” referenced above is to California Government Code Sections 34871 et. seq.,
6 pertaining to City electoral systems. Government Code Section 34871 authorizes cities to establish
7 by-district electoral systems consisting of either four, six or eight Councilmembers elected by
8 districts, with an at-large elected Mayor. Because the amendatory ordinance proposes a change to
9 four Councilmembers elected by districts, no more Councilmembers will be authorized to serve
10 than as authorized by State law – the “article”.

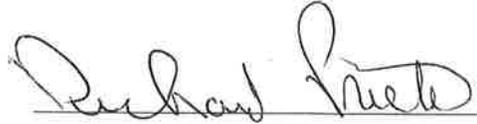
11 SECTION 3. Conclusion re Definiteness. Based upon the above, the Planning
12 Commission hereby determines that, pursuant to California Government Code Section 34874, the
13 boundaries set forth in both the “Current Match” and “Downtown Split II” draft maps are
14 sufficiently definite and certain to properly identify the location of the legislative/electoral districts
15 proposed in the amendatory ordinance.

16 SECTION 4. THE PLANNING SECRETARY SHALL CERTIFY THE
17 ADOPTION OF THIS RESOLUTION.
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PASSED AND ADOPTED THIS 10TH DAY OF JULY, 2018, BY THE
FOLLOWING VOTE:

AYES: ARCHULETA, DELGADO, DOMINGUEZ, GROSSICH, PIRESTANI, PRIETO
NOES: TRIPP
ABSENT:
ABSTAIN:



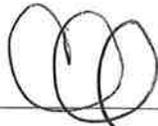
RICHARD PRIETO, CHAIRMAN
PLANNING COMMISSION
CITY OF COLTON

ATTEST:



MARK R. TOMICH, AICP
PLANNING COMMISSION SECRETARY
CITY OF COLTON

APPROVED AS TO FORM



BEST BEST & KRIEGER LLP

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT "A"

**RESOLUTION CALLING PROPOSED MEASURE REDUCING THE
NUMBER OF CITY COUNCIL MEMBERS AND ESTABLISHING
NEW CITY COUNCIL ELECTORAL DISTRICT BOUNDARIES**

RESOLUTION NO. R-77-18

1
2
3 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLTON,**
4 **CALIFORNIA, CALLING FOR THE PLACEMENT OF A MEASURE ON**
5 **THE BALLOT AT THE NOVEMBER 6, 2018 GENERAL MUNICIPAL**
6 **ELECTION FOR THE SUBMISSION TO THE QUALIFIED VOTERS OF A**
7 **PROPOSED ORDINANCE REDUCING THE NUMBER OF CITY**
8 **COUNCIL MEMBERS FROM SIX WITH AN AT-LARGE ELECTED**
9 **MAYOR TO FOUR WITH AN AT-LARGE ELECTED MAYOR AND**
10 **ESTABLISHING NEW CITY COUNCIL ELECTORAL DISTRICT**
11 **BOUNDARIES WITHIN THE CITY.**

12 **WHEREAS,** pursuant to Colton Municipal Code Chapter 2.02, the Colton City Council
13 currently consists of six (6) members who are elected by-districts with an at-large elected Mayor;
14 and

15 **WHEREAS,** Colton Municipal Code Chapter 2.02 defines the boundaries of the City's
16 current six (6) electoral districts by which Colton City Councilmembers are elected; and

17 **WHEREAS,** the City Council desires to submit to the voters an amendment to the Colton
18 Municipal Code which would reduce the number of City Councilmembers from six (6) to four (4)
19 while retaining an at-large elected Mayor; and

20
21 **WHEREAS,** consistent with the above, the City Council also desires to submit to the voters
22 an amendment to the Colton Municipal Code which would establish new boundaries for City
23 Council electoral districts, thereby reducing the number of electoral districts within the City from
24 six (6) to four (4); and

25 **WHEREAS,** pursuant to California Government Code Section 34871, this reduction in the
26 number of City Council members and the corresponding reduction in the number of electoral
27 districts within the City must be approved by a majority vote of the qualified electors of Colton
28 voting at a municipal election; and

1
2 **WHEREAS**, pursuant to California Elections Code Section 9222, the City Council has
3 authority to place local measures on the ballot to be considered at a municipal election; and

4
5 **WHEREAS**, pursuant to California Government Code Section 34874, no amendatory
6 ordinance altering the boundaries of legislative/electoral districts may be submitted to the voters
7 until it has been submitted to the City's Planning Commission for an examination as to the
8 definiteness and certainty of the boundaries of the districts proposed; and

9 **WHEREAS**, the City of Colton Planning Commission conducted a noticed public hearing
10 on July 10, 2018 at which time it reviewed the amendatory ordinance and examined the boundary
11 map for proposed legislative/electoral districts; and

12 **WHEREAS**, at the conclusion of the public hearing, the Planning Commission made the
13 following findings by resolution, as required by California Government Code Sections 34875 and
14 34876:

- 15
16 A. All legislative/electoral districts proposed in the district boundary map close; and
17
18 B. No legislative/electoral districts will be eliminated prior to the termination of the
19 term of office of the Councilmember from the district; and
20
21 C. A greater number of Councilmembers will not be qualified to hold office
22 concurrently than are authorized by State law or the amendatory ordinance.

23 **WHEREAS**, pursuant to California Government Code Section 34877.5 and California
24 Elections Code Section 21607, if the City Council is proposing to adjust legislative/electoral district
25 boundaries, the City Council shall hold two public hearings – first to adjust the boundaries of the
26 proposed districts and the second to consider placing the proposal on the ballot; and

27 **WHEREAS**, the Colton City Council conducted two noticed public hearings on July 17,
28 2018 and August 7, 2018 to adjust the boundaries of the proposed districts and to consider placing

1 this measure on the ballot; and

2
3 **WHEREAS**, the next regularly scheduled General Municipal Election for the election of
4 members of the City Council will be held on Tuesday, November 6, 2018; and

5 **WHEREAS**, the City Council desires to place the above-described measure reducing the
6 number of City Council members and electoral districts on the ballot for the same election to be
7 held on November 6, 2018.

8 **NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COLTON,**
9 **CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS**
10 **FOLLOWS:**

11 SECTION 1. Findings. The City Council finds that all of the preceding recitals are true
12 and correct and are hereby incorporated and adopted as findings and determinations by the City
13 Council as if fully set forth herein.

14
15 SECTION 2. Submission of Measure. Pursuant to California Government Code Section
16 34871, California Elections Code Section 9222 and any other applicable requirements of the laws
17 of the State of California relating to general law cities, the City Council, by a majority vote, hereby
18 orders the proposed Measure/ordinance, attached hereto as Attachment "A" and incorporated herein
19 by reference, to be submitted to the voters of the City at the General Municipal Election to be held
20 on Tuesday, November 6, 2018.

21 SECTION 3. The Measure shall be presented and printed upon the ballot submitted to the
22 voters in the manner and form set forth in this Section 3. On the ballot to be submitted to the
23 qualified voters at the City General Municipal Election to be held on Tuesday, November 6, 2018,
24 in addition to any other matters required by law, there shall be printed substantially the following:
25
26
27
28

1 information portion of the sample ballot, there shall be printed immediately below the
2 impartial analysis, in no less than 10-font bold type, the following: **“The above statement is an**
3 **impartial analysis of Ordinance or Measure “ ___ ”. If you desire a copy of the ordinance or**
4 **measure, please call the election official’s office at (909) 370-5001 and a copy will be mailed**
5 **at no cost to you.”**

6 SECTION 7. Certification. The City Clerk shall certify to the adoption of this Resolution.

7 SECTION 8. Filing with County. The City Clerk shall, not later than the 88th day prior to
8 the General Municipal Election to be held on Tuesday, November 6, 2018, file with the Board of
9 Supervisors and the County Clerk – Registrar of Voters of the County of San Bernardino, State of
10 California, a certified copy of this Resolution.

11 SECTION 9. Public Examination. Pursuant to California Elections Code Section 9295,
12 this measure will be available for public examination for no fewer than ten (10) calendar days prior
13 to being submitted for printing in the voter information guide. The Clerk shall post notice in the
14 Clerk’s office of the specific dates that the examination period will run.

15
16 **PASSED, APPROVED and ADOPTED** this ___ day of _____, 2018.

17
18 _____
Richard A. DeLaRosa, Mayor

19 ATTEST:

20
21 _____
22 Carolina R. Padilla, City Clerk

23 APPROVED AS TO FORM:

24
25 _____
26 Carlos Campos, City Attorney

27 Best Best & Krieger
28

1 STATE OF CALIFORNIA)
2 COUNTY OF SAN BERNARDINO) ss.
3 CITY OF COLTON)
4

5 **I HEREBY CERTIFY** that the foregoing Resolution No. R-__-18 was duly adopted by
6 the City Council of the City of Colton at a regular meeting thereof, held on the ____ day of
7 _____, 2018, by the following vote of Council:
8

9 AYES: COUNCILMEMBERS:
10 NOES: COUNCILMEMBERS:
11 ABSENT: COUNCILMEMBERS:
12
13
14

15 _____
16 City Clerk
17
18
19
20
21
22
23
24
25
26
27
28

Attachment "A"

ORDINANCE NO. O-09-18

MEASURE " _____ "

AN ORDINANCE OF THE PEOPLE OF THE CITY OF COLTON, CALIFORNIA, AMENDING CHAPTER 2.02 OF TITLE 2 (ADMINISTRATION AND PERSONNEL) OF THE COLTON MUNICIPAL CODE REDUCING THE NUMBER OF CITY COUNCIL MEMBERS FROM SIX WITH AN AT-LARGE ELECTED MAYOR TO FOUR WITH AN AT-LARGE ELECTED MAYOR AND ESTABLISHING NEW CITY COUNCIL ELECTORAL DISTRICT BOUNDARIES WITHIN THE CITY.

THE PEOPLE OF THE CITY OF COLTON, CALIFORNIA DO HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Chapter 2.02 of Title 2 (Administration and Personnel) of the Colton Municipal Code is hereby amended to read as follows:

"Chapter 2.02 - ELECTION OF CITY COUNCILMEMBERS BY DISTRICT.

2.02.010 - Purpose and number of Districts.

The purposes of this chapter are to establish fair representation on the City Council by the establishment of ~~six~~ *four* electoral districts to assure that the needs of all areas of the City are represented by the City Council at all times and to provide for the position of Mayor elected by the City at-large. The City Council districts shall be drawn with the underlying purpose of creating neighborhoods to bring people together and shall additionally be drawn to create districts as nearly equal in population as possible according to the latest Federal decennial census. District boundaries may be amended from time to time *by City Council ordinance* as provided by law to assure continued fair representation.

2.02.020 - Definitions.

1 As used in this chapter, the following terms shall be defined as set forth in this section:

2 "By District" means the election of members of the City Council only by voters residing in the
3 district in which such Councilmembers also reside.

4 ~~"Initial Term" means the two or four year term of office for each Councilmember beginning with
5 the election of Councilmembers by district in 1992 in order to establish continuity of representation
6 on the City Council by electing Councilmembers By District in three Districts only in any one
7 election Year.~~

7 ~~"Transition Period" means that period of time during which Initial Terms of office remain in effect.~~

8 **2.02.030 - Manner of election.**

9 One member of the City Council shall be elected by each district established by this chapter as
10 identified and described in Sections 2.02.080 *and* 2.20.090 of this chapter.

11 **2.02.040 - ~~Initial~~ Adjustment to Councilmember Terms of office.**

12 All incumbent City Councilmembers shall be entitled to fulfill the balance of their existing terms
13 of office *to which they were elected by their respective six (6) districts at either the November 8,*
14 *2016 or November 6, 2018 General Municipal Election, or to which they were appointed to such*
15 *an office in lieu of an election pursuant to existing law.* To effect that policy, the ~~Initial Terms~~
16 ~~of office during the Transition Period shall be determined as follows~~ *special rules shall apply*
17 *to future terms of office in order to match the timing of future elections with the reduction in*
18 *districts from six (6) to four (4):*

18 A. **November 6, 2018 General Municipal Election:** Districts 1, 2 *and* 4 shall ~~not~~ be
19 subject to election ~~in 1992~~. The ~~Initial~~ term of office for the *each* Councilmember
20 in Districts 1, 2 *and* 4 shall be ~~two~~ *four* years and shall expire in ~~1994~~2022,
21 ~~concurrently with expiration of the term of office of the current incumbent~~
22 ~~Councilmember in that District.~~

22 B. **November 3, 2020 General Municipal Election:** Districts 2, 3, 5 *and* 6 shall be
23 subject to election ~~in 1992~~. The ~~Initial~~ term of office ~~for~~ *each Councilmember*
24 *in* Districts 2, 3, 5 *and* 6 shall be two years and shall expire in ~~1994~~2022, ~~and any~~
25 ~~after which the incumbent Councilmember who resides in District 2 may elect to~~
26 run for election *in his or her new* ~~By~~ District 2 *of residence* in the election to be
27 held in November of ~~1992~~2022.

27 C. **November 8, 2022 General Municipal Election:** *As of this election, Districts 1*
28 *through 6 shall cease to exist as six separate electoral districts. Instead an election*

1 *shall be held for the Office of City Councilmember amongst duly-nominated and*
2 *qualified candidates residing in and being voted upon by registered voters residing*
3 *within the four Electoral Districts "A" through "D", as identified in Section*
4 *2.02.090 of this chapter. The term of office for each Councilmember in Electoral*
5 *Districts "A" and "B" shall be two years and shall expire in 2024. The term of*
6 *office for each Councilmember in Electoral Districts "C" and "D" shall be four*
7 *years and shall expire in 2026. The incumbent Councilmember in District 2 whose*
8 *current term expires in 1994, Shall elect, immediately Following final adoption of*
9 *the Ordinance codified in this chapter, either:*

- 10 1. — To become a candidate for Council to be elected By District 2 for the Initial
11 Term of two Years and if not elected to terminate his current term of office;
12 or
13 2. — To fill out his current term by representing another District, selected by Lot,
14 within the City.

15 D. *November 5, 2024 and Future General Municipal Elections: Elections shall be*
16 *held for the Office of City Councilmember amongst duly-nominated and qualified*
17 *candidates residing in and being voted upon by registered voters residing within*
18 *their respective Electoral Districts "A", "B", "C" or "D", as identified in Section*
19 *2.02.090 of this chapter. The term of office for each Councilmember shall be four*
20 *years. General elections shall be staggered so that Councilmembers from*
21 *Electoral Districts "A" and "B" are elected in November, 2024, 2028, 2032, etc.,*
22 *and Councilmembers from Electoral Districts "C" and "D" are elected in*
23 *November, 2026, 2030, 2034, etc. In the event that the incumbent Councilmember*
24 *in District 2 whose term expires in 1994 elects to fulfill the unexpired remainder of*
25 *his term of office by representing another District, selected by Lot, that District Shall*
26 *not be subject to election in 1992 and the term of office for that District Shall expire*
27 *in 1994, concurrently with the expiration of that incumbent's term of office.*

28 E. — *All other Districts not otherwise addressed in this section, Shall be subject to*
 election in 1992 and the Initial Term of office for those Districts Shall be four Years
 terminating in 1996, unless the incumbent Councilmember in District 2 whose term
 expires in 1994 elects to Stand for election to the initial two Year term commencing
 in 1992. In that case, the Initial Term of office for one other District Shall be

1 determined by Lot to be a two Year term expiring in 1994, so that a total of three
2 Districts Shall have Initial Terms expiring in 1994 and three Districts have Initial
3 Terms expiring in 1996. Thereafter, all Districts Shall have Councilmember terms
4 of four Years.

5 **2.02.050 - Terms of office for Councilmembers after Transition Period. [Reserved]**

6 ~~The terms of office for Councilmembers after the Initial Term established in Section 2.02.040 for~~
7 ~~the Transition Period Shall be four Years.~~

8 **2.02.060 - Term of office for Mayor.**

9 The term of office for the Mayor Shall be four years. *The Mayor shall be elected at the November*
10 *6, 2018 General Municipal Election and at each general municipal election in every fourth year*
11 *following that election.*

12 **2.02.070 - Eligibility of City Councilmembers after Transition Period -**
13 **District Residency Required.**

14 ~~After the Transition Period and the expiration of the term of office of any incumbent~~
15 ~~Councilmember, a~~ A Person is eligible to hold office as a member of the City Council ~~elected By~~
16 ~~District~~ if he or she resides in the geographical area making up the District from which he or she is
17 elected and if he or she is registered to vote in that District at the time at which *nomination* papers
18 must be filed declaring his or her candidacy for office *are issued to the person.*

19 **2.02.080 - District numbers and boundaries until November 8, 2022 Election.**

20 *Until the November 8, 2022 General Municipal Election, There shall be six Districts in*
21 *the City described in the map which is set forth in this chapter as Exhibit "1", attached hereto and*
22 *incorporated herein by reference, and which are more particularly described as follows:*

23 A. District 1. All that land located in the City lying within the Following described
24 boundaries:

25 Beginning at the intersection of the Ellen Street and the City of Colton Corporate
26 Boundary, Thence easterly along Ellen Street to Watwood Street, Thence southerly
27 along Watwood Street to Johnston Street, Thence easterly on Johnston Street to
28 Grand Avenue, Thence southerly along Grand Avenue to Citrus Street, Thence
 westerly along Citrus Street to Grand Avenue, Thence Southerly along Grand
 Avenue to Long Beach Drive, Thence westerly along Long Beach Drive to Latham
 Street, Thence southerly along Latham Street to Laurel Street, also being a point in
 the City of Colton Corporate Boundary, thence easterly and southerly along the City

1 of Colton Corporate Boundary, Following its various courses to its intersection with
2 Agua Mansa Road, Thence easterly along Agua Mansa Road to Rancho Avenue,
3 Thence southerly and easterly along Rancho Avenue to La Cadena Drive, Thence
4 southerly along La Cadena Drive to the north line of the San Bernardino County
5 Rood Control District Right-of-Way as described in Official Records 7556-795,
6 PCL. 61 Records of San Bernardino County, State of California, Thence southerly
7 and westerly along said north line through its various courses to its intersection with
8 the City of Colton Corporate Boundary at Riverside Avenue, Thence, northerly and
9 easterly along the City of Colton Corporate Boundary to the Point of Beginning.
10 Excluding all unincorporated areas within this District boundary.

11 B. District 2. All that land located in the City lying within the Following described
12 boundaries:

13 Beginning at the intersection of the City of Colton Corporate Boundary with Ellen
14 Street Thence easterly along Ellen Street to Watwood Avenue, Thence southerly
15 along Watwood Avenue to Johnston Street, Thence easterly along Johnston Street
16 to Grand Avenue, Thence southerly along Grand Avenue to Citrus Street, Thence
17 westerly along Citrus Street to Grand Avenue, Thence southerly along Grand
18 Avenue to Long Beach Drive, Thence westerly along Long Beach Drive to Latham
19 Street, Thence southerly along Latham Street to Laurel Street, also being a point in
20 the City of Colton Corporate Boundary, thence easterly and southerly along the City
21 of Colton Corporate Boundary, Following its various courses to its intersection with
22 Olive Street, Thence easterly along Olive Street to Pennsylvania Avenue, Thence
23 southerly along Pennsylvania Avenue to B Street, Thence easterly along B Street to
24 La Cadena Drive, Thence northerly along La Cadena Drive to Olive Street, Thence
25 easterly along Olive Street to 10th Street, Thence northerly along 10th Street to La
26 Cadena Drive, Thence northeasterly along La Cadena Drive to Laurel Street, Thence
27 westerly along Laurel Street to the Burlington Northern and Santa Fe Railroad,
28 Thence northeasterly along said Railroad to City of Colton Corporate Boundary at
Mill Street, Thence northerly and westerly along the City of Colton Corporate
Boundary to the Point of Beginning.

C. District 3 - All that land located in the City lying within the Following described
boundaries:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Beginning at the intersection of Mill Street, also being the City of Colton Corporate Boundary, with the Burlington Northern and Santa Fe Railroad, Thence Following the City of Colton Corporate Boundary through its various courses easterly and southerly to Fairway Drive, Thence westerly along Fairway Drive to Mt. Vernon Avenue, Thence northerly along Mt. Vernon Ave to C Street, Thence westerly along C Street to 10th Street, Thence northerly along 10th Street to B Street, Thence westerly along B Street to La Cadena Drive, Thence northerly along La Cadena Drive to Olive Street, Thence easterly along Olive Street to 10th Street, Thence northerly along 10th Street to La Cadena Drive, Thence northeasterly along La Cadena Drive to Laurel Street, Thence westerly along Laurel Street to the Burlington Northern and Santa Fe Railroad, Thence northeasterly along said Railroad to the Point of Beginning.

D. District 4. All that land located in the City lying within the Following described boundaries:

Beginning at the intersection of the City of Colton Corporate Boundary and Agua Mansa Road, Thence northerly along the City of Colton Corporate Boundary through its various courses to Olive Street, Thence easterly along Olive Street to Pennsylvania Avenue, Thence southerly along Pennsylvania Avenue to B Street, Thence easterly along B Street to 10th Street, Thence southerly along 10th Street to C Street, Thence easterly along C Street to Mt. Vernon Avenue, Thence southerly along Mt. Vernon Avenue to Fairway Drive, Thence easterly along Fairway Drive to the Warm Creek Flood Control Channel, Thence southerly along the Warm Creek Flood Control Channel to the Interstate 10 Freeway, Thence westerly along the Interstate 10 Freeway to Mt. Vernon Avenue, Thence southerly along Mt. Vernon Avenue to M Street, Thence westerly along M Street to Fogg Street, Thence southerly along Fogg Street to Congress Street, Thence westerly along Congress Street to 8th Street, Thence southerly along 8th Street to Fogg Street, Thence westerly along Fogg Street to La Cadena Drive, Thence southerly along La Cadena Drive to Rancho Avenue, Thence westerly and northerly along Rancho Avenue to Agua Mansa Road, Thence westerly along Agua Mansa Road to the Point of Beginning.

1 E. District 5. All that land located in the City lying within the Following described
2 boundaries:

3 Beginning at the intersection of the City of Colton Corporate Boundary and
4 Interstate 10 Freeway, Thence westerly and northerly along the City of Colton
5 Corporate Boundary to its intersection with the Interstate 215 Freeway, Thence
6 leaving said Colton corporate boundary, southerly along the Interstate 215 Freeway
7 to the Reche Canyon Flood Control Channel, Thence easterly along the Reche
8 Canyon Flood Control Channel to its intersection with the northerly prolongation of
9 Meadow Lane, Thence southerly along Meadow Lane to Washington Street, Thence
10 easterly along Washington Street to Center Street, Thence southerly along Center
11 Street to Barton Road, Thence southwesterly along Barton Road to its intersection
12 with the City of Colton Corporate Boundary, Thence southerly along the City of
13 Colton Corporate Boundary through its various courses to the Riverside County
14 Line, also being City of Colton Corporate Boundary, Thence easterly along City of
15 Colton Corporate Boundary to the Loma Linda City Boundary, also being City of
16 Colton Corporate Boundary, Thence northerly along the City of Colton Corporate
17 Boundary through its various courses to the Point of Beginning.

18 Excluding there from all unincorporated area lying within the District boundary.

19 F. District 6. All that land located in the City lying within the Following described
20 boundaries:

21 Beginning at the most southwesterly corner of the City of Colton, Thence easterly
22 and northerly along the City of Colton Corporate Boundary, also being the boundary
23 between San Bernardino County and Riverside County, through its various courses
24 to its intersection with Barton Road near Hilltop Drive, Thence leaving said Colton
25 Corporate Boundary northeasterly along Barton Road to Center Street, Thence
26 northerly along Center Street to Washington Street, Thence westerly along
27 Washington Street to Meadow Lane, Thence northerly along Meadow Lane and its
28 northerly prolongation to the Reche Canyon Flood Control Channel, Thence
westerly along Reche Canyon Flood Control Channel to the Interstate 215 Freeway,
Thence northerly along the Interstate 215 Freeway to its intersection with the City
of Colton Corporate Boundary, Thence westerly along the City of Colton Corporate
Boundary through its various courses to the intersection of Fairway Drive with Auto

1 Plaza Drive, Thence leaving said Colton Corporate Boundary westerly along
2 Fairway Drive to the Warm Creek Flood Control Channel, Thence southerly along
3 the Warm Creek Flood Control Channel to the Interstate 10 Freeway, Thence
4 westerly along Interstate 10 Freeway to Mt. Vernon Avenue, Thence southerly along
5 Mt. Vernon Avenue to M Street, Thence westerly along M Street to Fogg Street,
6 Thence southerly along Fogg Street to Congress Street. Thence westerly along
7 Congress Street to 8th Street, Thence southerly along 8th Street to Fogg Street,
8 Thence westerly along Fogg Street to La Cadena Drive, Thence southerly along La
9 Cadena Drive to the north line of the San Bernardino County Flood Control District
10 Right-of-Way as described in document recorded in Official Record No. 7556-795
11 PCL 61, Records of San Bernardino County, State of California, Thence southerly
12 and westerly along said north line through its various courses to its intersection with
13 the City of Colton Corporate Boundary at Riverside Avenue, Thence southerly and
14 westerly along the City of Colton Corporate Boundary to the Point of Beginning.

15 Excluding there from all unincorporated area lying within the District boundary.

16 All calls to a roadway or drainage device shall be to the centerline unless otherwise noted.

17 **2.02.090 – Adjusted District numbers and boundaries for November 8, 2022 Election and Future**
18 **Elections.**

19 **A. For the November 8, 2022 General Municipal Election, Districts 1 through 6, as**
20 **defined in Section 2.02.080 (A) through (F), shall cease to exist as six separate**
21 **electoral districts, and shall be replaced by four Districts “A” through “D”, as**
22 **those Districts are described in the map which is set forth in this chapter as Exhibit**
23 **“2”, attached hereto and incorporated herein by reference, and which are more**
24 **particularly described as follows:**

25 **1. District “A”. All that land located in the City lying within the following**
26 **described boundaries:**

27 [TO BE DETERMINED]

28 **Excluding all unincorporated areas within this District boundary.**

2. District “B”. All that land located in the City lying within the following
described boundaries:

[TO BE DETERMINED]

Excluding all unincorporated areas within this District boundary.

1 3. District "C". All that land located in the City lying within the following
2 described boundaries:

3 [TO BE DETERMINED]

4 Excluding all unincorporated areas within this District boundary.

5 4. District "D". All that land located in the City lying within the following
6 described boundaries:

7 [TO BE DETERMINED]

8 Excluding all unincorporated areas within this District boundary.

9 B. All calls to a roadway or drainage device shall be to the centerline unless otherwise
10 noted.

11 C. All future elections for City Councilmembers shall be conducted by the four
12 electoral districts (Districts "A" through "D") as those Districts are described in
13 the map which is set forth in this chapter and which are more particularly
14 described in subsection (B) above.

15 D. The City Council may, from time to time, by ordinance, adjust the boundaries of
16 Districts "A" through "D", as required by law or as desirable in order to create
17 electoral districts as nearly equal in population as possible according to the latest
18 Federal decennial census to assure continued fair representation within the City
19 of Colton."

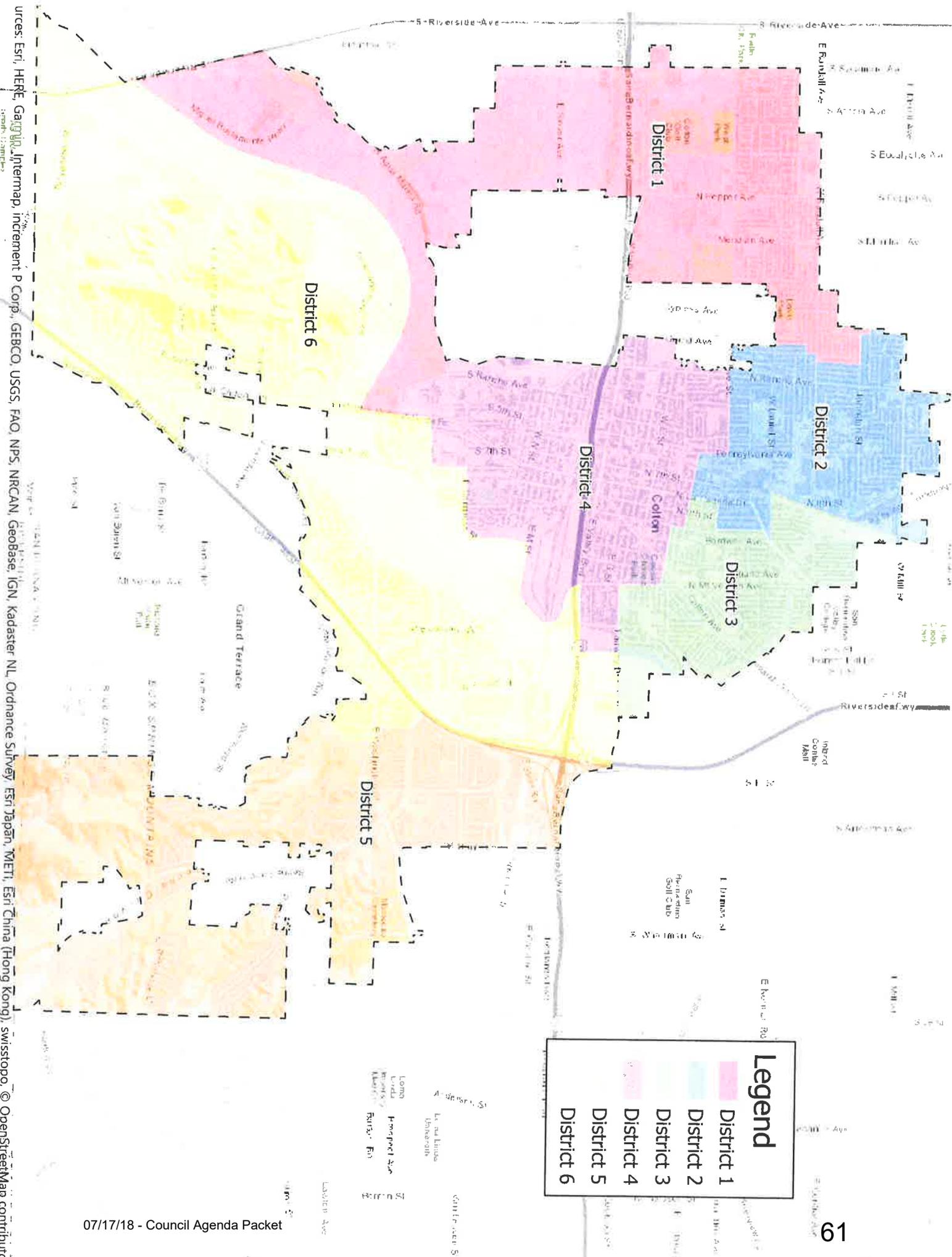
20 SECTION 2. Effective Date. Pursuant to California Elections Code Section 9217, this
21 Measure must be approved by at least a majority of the eligible voters of the City of Colton voting
22 at the General Municipal Election of November 6, 2018. If approved, this Measure shall be deemed
23 adopted and take effect ten (10) days after the City Council has certified the results of that election
24 by resolution.

25 SECTION 3. Severability. If any section, sentence, clause or phrase of this ordinance is
26 for any reason held to be invalid or unconstitutional by a decision of any court of competent
27 jurisdiction, such decision shall not affect the validity of the remaining provisions of this ordinance.
28 The People of the City of Colton hereby declare that they would have adopted this ordinance and
 each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section,
 subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

EXHIBIT "1"

Map of Current City of Colton Electoral Districts (6)
(until November 8, 2022 General Municipal Election)



Legend

- District 1
- District 2
- District 3
- District 4
- District 5
- District 6

Loma
 Linda
 Rivers
 Area
 Fairway
 Area

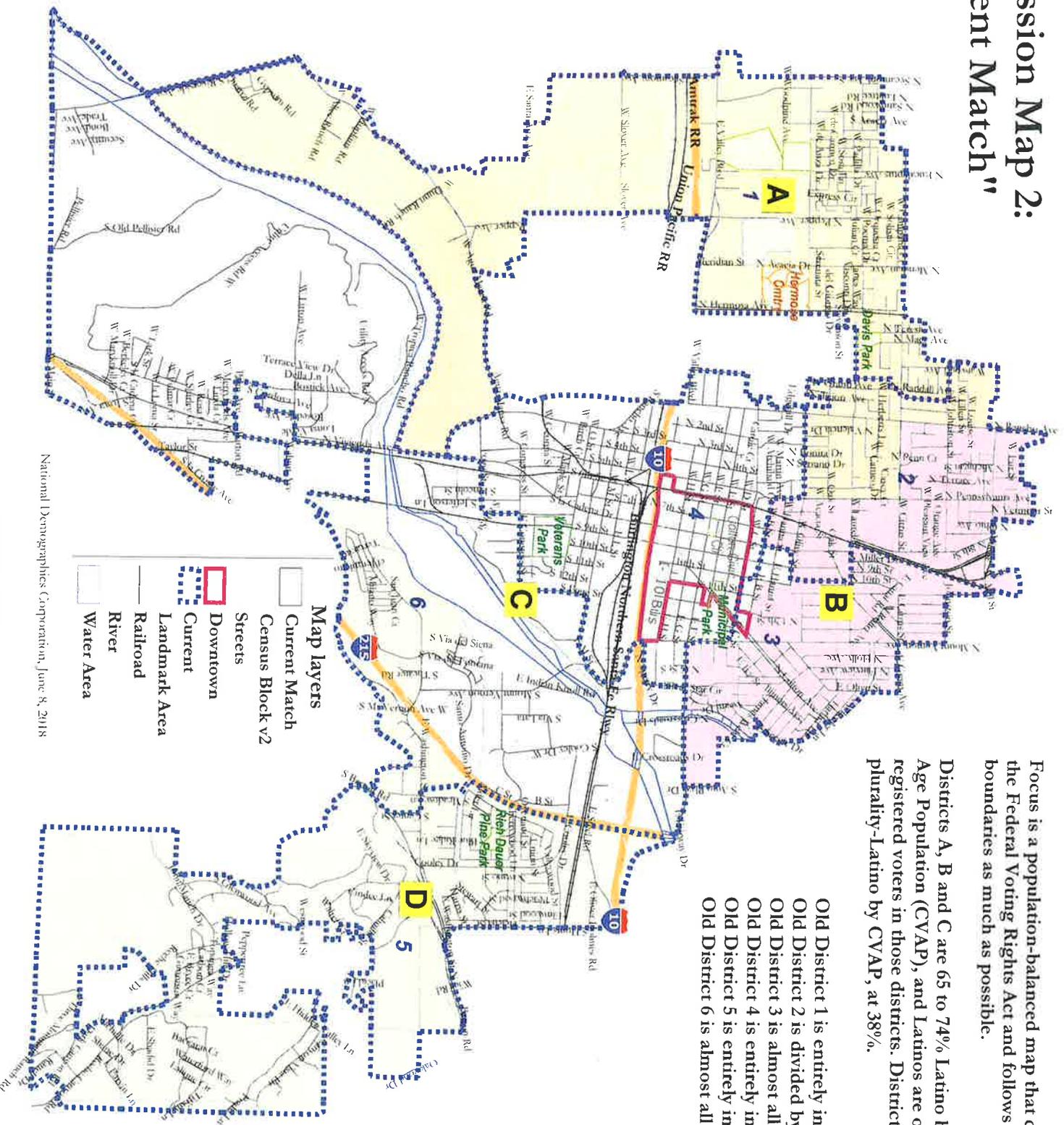
Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, © OpenStreetMap contributors, and the GIS User Community

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

EXHIBIT "2"

Map of Future City of Colton Electoral Districts (4)
(effective November 8, 2022 General Municipal Election)

Discussion Map 2: "Current Match"



Focus is a population-balanced map that complies with the Federal Voting Rights Act and follows existing district boundaries as much as possible.

Districts A, B and C are 65 to 74% Latino by Citizen Voting Age Population (CVAP), and Latinos are over 74% of registered voters in those districts. District D is plurality-Latino by CVAP, at 38%.

- Old District 1 is entirely in A.
- Old District 2 is divided by A and B.
- Old District 3 is almost all in B.
- Old District 4 is entirely in C.
- Old District 5 is entirely in D.
- Old District 6 is almost all in C.

National Demographics Corporation, June 8, 2018

©2016 CALIPER

THIS PAGE WAS INTENTIONALLY LEFT BLANK



STAFF REPORT

DATE: JULY 17, 2018
TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
FROM: BILL SMITH, CITY MANAGER *BS*
PREPARED BY: CARLOS CAMPOS, CITY ATTORNEY
STACEY DABBS, DIRECTOR OF FINANCE *SCD*
SUBJECT: LOCAL INITIATIVE MEASURE – CONTINUING GENERAL FUND
TRANSFER FROM ELECTRIC SYSTEM SURPLUS REVENUE
FUND UP TO A MAXIMUM OF 20% OF GROSS REVENUES

RECOMMENDED ACTION

It is recommended that the City Council consider adopting the following Resolutions:

- Resolution No. R-80-18 calling for the placement of the continuing General Fund Transfer initiative measure on the November 6, 2018 ballot;
- Resolution No. R-81-18 requesting the County of San Bernardino to consolidate this election with the Statewide General Election also to be held on November 6, 2018; and
- Resolution No. R-82-18 setting deadlines and rules for the submission of primary and rebuttal arguments for and against the proposed initiative measure.

Please note that these resolutions must be approved by a two-thirds (2/3) vote of the membership of the City Council (5 affirmative votes).

BACKGROUND

The City's General Fund pays for general City programs such as police, fire and paramedic response, parks, libraries and youth/senior programs.

Since 1994, the Colton Municipal Code has authorized the City Council to transfer a portion of the annual Electric Utility surplus revenue to the General Fund. Over the years, this has assisted the City in balancing the budget so that general City programs are maintained. Until June 2016, the Municipal Code capped this transfer to a maximum of 12.39% of the Utility's gross revenues for the prior year.

In February 2016, the City Council approved placing a local initiative on the ballot to increase from 12.39% to a maximum of 20% the amount of surplus electric utility revenue the City Council may annually transfer to the General Fund (“Measure D”). Measure D was approved by 76.2% of the voters on the June 7, 2016 election and was implemented beginning in FY 2016-17. Measure D sunsets at the conclusion of FY 2020-2021, and the maximum authorized General Fund Transfer reverts to 12.39% beginning in FY2021-22.

At the 20% threshold, the additional annual transfer from the Electric System Surplus Revenue Fund to the General Fund (“GFT”) is approximately \$4.8 million. With the sunset of Measure D at the end of FY 2021, the City’s General Fund will see a decline in revenue of approximately \$4.8 million annually.

At the March 20, 2018 City Council meeting, Finance Department staff presented an informational report on fiscal strategies to maintain City service levels and to address the sunset of Measure D. The report addressed the various challenges affecting the City’s long-term financial sustainability and explored several revenue options to replace Measure D. Additionally, through the FY17/18 mid-year budget review process, the Finance Committee recommended the inclusion of funding for a consultant to evaluate the City’s options for financial sustainability through revenue measures and expenditure reductions.

On April 3, 2018, City Council approved a Professional Services Agreement with Urban Futures, Inc. (“UFI”) to: 1. Establish a ten-year baseline financial forecast model for the General Fund and 2. Provide a revenue and expenditure analysis, to identify opportunities for revenue restructuring and/or ballot measure options as well as an assessment of General Fund expenditure categories. On May 29, 2018, UFI Managing Principal, James Morris, presented the report on Financial Sustainability to City Council. The final report discussed at length the financial challenges facing the City and the necessity for a permanent revenue measure to close the gap to continue to provide general city services. At the conclusion of this meeting, City Council directed staff to come back with a final recommendation between a Utility User’s Tax and permanent increase to the General Fund Transfer at 20% and to provide further timeline information.

On June 13, 2018, Staff presented a recommendation to City Council to place a measure on the ballot to permanently increase the General Fund Transfer amount to a maximum of 20% annually. The two primary factors influencing staff’s recommendation to move forward with a permanent increase to the GFT were the flexibility and cost of administration of an increased GFT revenue is significantly less than the cost associated with the administration, audit, and management of exemptions required of a UUT. At this Special Meeting, City Council provided staff direction to bring back resolutions to place a measure to permanently increase the GFT on the November 2018 ballot.

ISSUES/ANALYSIS

In order to ensure continued funding for anticipated General Fund city services beyond FY 2020-2021, the proposed measure would eliminate the 5-year sunset on the 20% maximum General Fund Transfer which was originally approved through Measure “D”. This would, in effect, make the 20% maximum permanent. Staff estimates that this would continue to generate approximately \$5 million annually, providing a revenue stream to the City’s General Fund in order to maintain general City services to the public. As with Measure “D”, the Council would retain the authority to adjust the General Fund Transfer from time to time, and each year during the budget process, subject to the 20% maximum.

Measure “D” also imposes a 5-year Electric Utility rate freeze. For 5 years Measure “D” prohibits the City Council from increasing Electric Utility rates above what were approved on June 18, 2013 (Resolution No. R-39-13) except in the case of an emergency approved by *unanimous vote* of the Council. Staff notes that this proposed measure does not, in any way, affect the 5-year rate freeze. The rate freeze would remain in effect as approved by the voters until June 30, 2021.

The City Attorney’s Office has advised that this proposed measure is equivalent to a general tax increase under California Proposition 26 because it extends the life of the maximum 20% General Fund Transfer which was originally authorized by Measure “D”. Therefore, majority voter approval is required. As such, the Council is not being asked to adopt the proposed measure. Instead, staff requests that the Council consider adopting the three resolutions attached to this report in order to place the measure on the November 6, 2018 ballot so that Colton voters can decide.

Resolution R-80-18 is the principal resolution, which calls the election and places the measure on the November 6, 2018 ballot. Under California Proposition 218, the upcoming November 6, 2018 Municipal General Election is an appropriate date to place a local tax measure on the ballot.

Resolutions R-81-18 and R-82-18 are largely boilerplate resolutions to help set up the election on the measure. One resolution consolidates the measure with the November Statewide General Election, effectively allowing the San Bernardino County Registrar of Voters to conduct the election on the City’s behalf. The other resolution sets deadlines and rules for how and when interested persons may submit arguments for or against the proposed measure. Pursuant to Proposition 62, a two-thirds vote of the membership of the City Council is required to adopt these resolutions (5 affirmative votes).

FISCAL IMPACT

If approved, the continued General Fund Transfer is anticipated to generate approximately \$5 million in additional annual General Fund revenues for ongoing general city services. The estimated cost to place this measure on the ballot is \$15,000. Funds are budgeted and available in the City Clerk’s FY18/19 General Fund Election Expense Account Number 100-6010-6010-2401.

ENVIRONMENTAL IMPACTS

None.

ALTERNATIVES

1. Provide alternative direction to staff.

ATTACHMENTS

1. Resolution No. R-80-18 calling for the placement of the continuing General Fund Transfer initiative measure on the November 6, 2018 ballot (with Measure/Ordinance O-___-18 attached).
2. Resolution No. R-81-18 requesting the County of San Bernardino to consolidate this election with the Statewide General Election also to be held on November 6, 2018.
3. Resolution No. R-82-18 setting deadlines and rules for the submission of primary and rebuttal arguments for and against the proposed initiative measure.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

RESOLUTION NO. R-80-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLTON, CALIFORNIA CALLING FOR THE PLACEMENT OF A GENERAL TAX MEASURE ON THE BALLOT AT THE NOVEMBER 6, 2018 GENERAL MUNICIPAL ELECTION FOR THE SUBMISSION TO THE QUALIFIED VOTERS OF A PROPOSED ORDINANCE AUTHORIZING A CONTINUED TRANSFER FROM THE CITY'S ELECTRIC SYSTEM REVENUE FUND TO THE CITY'S GENERAL FUND IN AN AMOUNT NOT TO EXCEED 20% OF ELECTRIC SYSTEM GROSS REVENUES.

WHEREAS, the City of Colton operates a public electric utility that provides electrical service to local residents and businesses; and

WHEREAS, pursuant to Section 3.44.030(iii)(i) of Chapter 3.44 of Title 3 of the Colton Municipal Code, which was approved by Colton voters as "Measure D" on June 7, 2016, the City is currently authorized to transfer up to 20% of Electric System annual gross revenues from the City's Electric System Revenue Fund to the City's General Fund (the "General Fund Transfer"); and

WHEREAS, pursuant to Section 3.44.030(iii)(i) of Chapter 3.44 of Title 3 of the Colton Municipal Code, the authorization to make a General Fund Transfer up to the maximum 20% rate will expire on June 30, 2021, after which the maximum authorized General Fund Transfer will revert to 12.39% of Electric System annual gross revenues; and

WHEREAS, funds placed in the General Fund via the General Fund Transfer pay for City services such as police protection, fire and paramedic services, street operations and maintenance, library services, parks and recreation services and general municipal services to the public; and

WHEREAS, pursuant to California Elections Code Section 9222, the City Council desires that the voters consider making the authorization for General Fund Transfers up to the maximum rate of 20% permanent (the "Measure"); and

WHEREAS, the City Attorney's Office has advised that, pursuant to Proposition 26, approved by the voters on November 2, 2010 (California Constitution Article XIII C, Section

1
2 1(e)), making the maximum 20% General Fund Transfer permanent as proposed in this
3 Measure is equivalent to a general tax increase; and

4 **WHEREAS**, on November 6, 1996, the voters of the State of California approved
5 Proposition 218 (California Constitution, Article XIIC, Section 2), an amendment to the State
6 Constitution which requires that all general taxes which are imposed, extended or increased
7 must be approved by a majority vote of the voters; and

8 **WHEREAS**, pursuant to Proposition 218 (California Constitution Article XIIC,
9 §2(b)), any election for the approval of an increase to a general tax must be consolidated with
10 a regularly scheduled general election for members of the governing body of the local
11 government; and

12 **WHEREAS**, pursuant to the Colton Municipal Code, §1.24.020, the City’s regular
13 municipal elections for officers are held on the first Tuesday after the first Monday in
14 November of each even-numbered year. Therefore, the next regularly scheduled General
15 Municipal Election for the election of members of the City Council will be held on Tuesday,
16 November 6, 2018; and

17 **WHEREAS**, pursuant to Government Code §53724 (“Proposition 62”), a two-thirds
18 (2/3) vote of the membership of the City Council is required to place the Measure on the
19 November 8, 2016 ballot.
20

21
22 **NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COLTON**
23 **DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:**
24

25 **Section 1. Findings.** The City Council finds that all of the preceding recitals are
26 true and correct, are incorporated herein by this reference, and made an operative part hereof.
27
28

1
 2 **Section 2. Submission of Measure.** Pursuant to California Constitution, Article
 3 XIIIIC, Section 2, California Government Code Section 53724 and any other applicable
 4 requirements of the laws of the State of California relating to general law cities, the City
 5 Council, **by a two-thirds (2/3) supermajority vote**, hereby orders the following proposed
 6 Measure/ordinance to be submitted to the voters of the City at the General Municipal Election
 7 to be held on **Tuesday, November 6, 2018:**
 8

<p>9 “COLTON CITY SERVICES MEASURE. To provide approximately 10 \$5,000,000 annually in additional funding that will remain under local 11 control for Colton general city services, including police, fire 12 paramedics, parks, libraries, youth and senior services, shall an 13 ordinance be adopted authorizing a transfer not to exceed 20% of annual 14 electric utility gross revenues to the City of Colton’s General Fund, until 15 ended by voters?” 16 17</p>	<p>YES</p> <p>NO</p>
---	----------------------

18
 19 **Section 3. Text of Ordinance.** The text of the ordinance to be submitted to the
 20 voters is attached as Exhibit A.
 21

22 **Section 4. Conduct of Election.** The City Clerk is authorized, instructed and
 23 directed to procure and furnish any and all official ballots, printed matter and all supplies,
 24 equipment and paraphernalia that may be necessary in order to properly and lawfully conduct
 25 the election. In all particulars not recited in this Resolution, the election shall be held and
 26 conducted as provided by law for holding municipal elections.
 27

28 **Section 5. Notice of Election.** Notice of the time and place of holding the
 election is hereby given, and the City Clerk is authorized, instructed and directed to give
 further or additional notice of the election, in time, form and manner as required by law.

1 **Section 6. Impartial Analysis.** Pursuant to California Elections Code Section
2 9280, the City Council hereby directs the City Clerk to transmit a copy of the Measure to the
3 City Attorney. The City Attorney shall prepare an impartial analysis of the Measure, not to
4 exceed 500 words in length, showing the effect of the Measure on the existing law and the
5 operation of the Measure, and transmit such impartial analysis to the City Clerk not later
6 **August 20, 2018.**

7
8 The impartial analysis shall include a statement indicating whether the Measure was
9 placed on the ballot by a petition signed by the requisite number of voters or by the City
10 Council. In the event the entire text of the Measure is not printed on the ballot, nor in the
11 voter information portion of the sample ballot, there shall be printed immediately below the
12 impartial analysis, in no less than 10-font bold type, the following: **“The above statement is
13 an impartial analysis of Ordinance or Measure ___. If you desire a copy of the
14 ordinance or measure, please call the Office of the City Clerk at (909) 370-5001 and a
15 copy will be mailed at no cost to you.”**

16
17 **Section 7. Certification.** The City Clerk shall certify to the passage and adoption of
18 this Resolution and enter it into the book of original Resolutions.

19
20 **Section 8. Filing with County.** The City Clerk shall, not later than the 88th day prior
21 to the General Municipal Election to be held on Tuesday, November 6, 2018, file with the
22 Board of Supervisors and the County Clerk – Registrar of Voters of the County of San
23 Bernardino, State of California, a certified copy of this Resolution.

24
25 **Section 9. Public Examination.** Pursuant to California Elections Code §9295, this
26 Measure will be available for public examination for no fewer than ten (10) calendar days
27 prior to being submitted for printing in the voter information guide. The Clerk shall post
28 notice in the Clerk’s office of the specific dates that the examination period will run.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PASSED, APPROVED AND ADOPTED this 17th day of July 2018.

Richard A. DeLaRosa, Mayor

ATTEST:

Carolina R. Padilla, City Clerk

APPROVED AS TO FORM:

Carlos Campos, City Attorney
Best Best & Krieger

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ATTACHMENT "A"

**ORDINANCE AUTHORIZING PERMANENT GENERAL FUND
TRANSFER FROM ELECTRIC SYSTEM REVENUE ACCOUNT**

[SEE ATTACHED PAGES 7 THROUGH 9]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

MEASURE “ ___ ”

ORDINANCE NO. O-___-18

AN ORDINANCE OF THE PEOPLE OF THE CITY OF COLTON AUTHORIZING A CONTINUED TRANSFER FROM THE CITY’S ELECTRIC SYSTEM REVENUE FUND TO THE CITY’S GENERAL FUND IN AN AMOUNT NOT TO EXCEED 20% OF ELECTRIC SYSTEM GROSS REVENUES.

(NOTE: additions are highlighted in *bold italics* and deletions are highlighted in ~~strikeout~~)

THE PEOPLE OF THE CITY OF COLTON, CALIFORNIA DO HEREBY ORDAIN AS FOLLOWS:

Section 1. Clause (i) of paragraph (iii) of Section 3.44.030 of Chapter 3.44 of Title 3 of the Colton Municipal Code is hereby amended to read as follows:

"3.44.030 – Flow of Gross Revenues.

The Treasurer shall deposit the Gross Revenues of the Electric System as received in the Revenue Account into a bank account separate and apart from other accounts of the City. On or before the 20th day of each calendar month, the Treasurer shall withdraw the entire amount on deposit in the Revenue Account and shall allocate and deposit such amount in the indicated priority to the following accounts, sub-account and fund:

- (i) First, there shall be transferred to the M&O Account an amount sufficient for the payment of Maintenance and Operation Expenses for the following month;
- (ii) Second, there shall be transferred to the Qualified Obligations Account the amount of Qualified Obligation Service necessary to be deposited (assuming equal monthly deposits) such that all Qualified Obligations may be made as scheduled (to the extent not already transferred to such Account in such month or not otherwise on deposit in such Account) or, if less, the entire amount of Gross Revenues then available for transfer, to such Account; and
- (iii) Third, all moneys remaining in the Revenue Account after the above transfers have been made shall be transferred to the Surplus Revenue Account. Moneys in the Surplus Revenue Account at any time shall be used in the following order of priority:
 - (a) For the payment of all Additional Installment Payments (as defined in the 1997 Installment Sale Agreement) that have accrued or been incurred or that are then due and payable.

.....

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

(i) For transfer to the City's general fund, on a monthly basis, in an amount set by the City Council, but not greater than the following: ~~Until June 30, 2021, o~~One-twelfth (1/12th) of twenty percent of the Electric System's Gross Revenues of the preceding Fiscal Year (less (x) the costs and expenses relating to sales of electricity for resale during such Fiscal Year, (y) contributions in aid of construction during such Fiscal Year and (z) the public benefit charge collected pursuant to Assembly Bill 1890) or all available moneys in the Surplus Revenue Account if less than such amount. ~~After June 30, 2021, the maximum allowed monthly transfer shall revert to one twelfth (1/12th) of twelve point thirty nine (12.39%) percent of the Electric System's Gross Revenues of the preceding Fiscal Year (less those costs, expenses, contributions in aid, and public benefit charge identified above) or all available moneys in the Surplus Revenue Account if less than such amount;~~

....”

Section 2. Effective Date. This ordinance is subject to a vote of the citizens of Colton and shall take effect, if approved by a majority of the voters voting at such election, ten (10) days following certification of the election results.

Section 3. Severability. If any section, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this ordinance. The People of the City of Colton hereby declare that they would have adopted this ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

Section 4. Certification/Summary. Following certification that the citizens of Colton have approved this Ordinance, the Mayor shall sign this Ordinance and the City Clerk shall cause the same to be entered in the book of original ordinances of said City; and shall cause the same, or a summary thereof, to be published as required by law.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

I hereby certify that the forgoing ordinance was PASSED, APPROVED and ADOPTED by the People of the City of Colton on the 6th day of November, 2018.

Richard A. DeLaRosa, Mayor

ATTEST:

Carolina R. Padilla, City Clerk

APPROVED AS TO FORM:

Carlos Campos, City Attorney
Best Best & Krieger

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

RESOLUTION NO. R-81-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLTON, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BERNARDINO TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 6, 2018 WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THAT DATE PURSUANT TO §10403 OF THE ELECTIONS CODE

WHEREAS, on July 17, 2017, the City Council of the City of Colton called a General Municipal Election to be held on November 6, 2018; for the purpose of submitting to the voters the question relating to the Continuing General Fund Transfer; and;

WHEREAS, it is desirable that the General Municipal Election be consolidated with the Statewide General Election to be held on the same date and that within the City; the precincts, polling places and election officers of the two elections be the same, and that the election department of the County of San Bernardino canvass the returns of the General Municipal Election and that the election be held in all respects as if there were only one election.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COLTON DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. Request for Consolidation. Pursuant to the requirements of §10403 of the Elections Code, the Board of Supervisors of the County of San Bernardino is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide General Election on November 6, 2018, for the purpose of submitting to the voters the question relating to the Continuing General Fund Transfer.

Section 2. Measure Language. A measure is to appear on the ballot as follows:

"COLTON CITY SERVICES MEASURE. To provide approximately \$5,000,000 annually in additional funding that will remain under local control for Colton general city services, including police, fire paramedics, parks, libraries, youth and senior services, shall an ordinance be adopted authorizing a transfer not to exceed 20% of annual electric utility gross revenues to the City of Colton's General Fund, until ended by voters?"	Yes
	No

1 **Section 3. Canvass of Returns.** The County election department is authorized to
2 canvass the returns of the General Municipal Election. The election shall be held in all
3 respects as if there were only one election, and only one form of ballot shall be used.
4 Pursuant to California Elections Code Sections 10403 and 10418, the election will be held and
5 conducted in accordance with the provisions of law regulating the Statewide General Election.

6 **Section 4. Necessary Steps.** The Board of Supervisors is requested to issue
7 instructions to the County election department to take any and all steps necessary for the
8 holding of the consolidated election.

9 **Section 5. Costs.** The City of Colton recognizes that additional costs will be
10 incurred by the County by reason of this consolidation and agrees to reimburse the County for
11 any costs.

12 **Section 6. Filing of Resolution.** The City Clerk is hereby directed to file a
13 certified copy of this resolution with the Board of Supervisors and the election department of
14 the County of San Bernardino.

15 **Section 7. Certification.** The City Clerk shall certify to the passage and adoption
16 of this Resolution and enter it into the book of original Resolutions.

17 **PASSED, APPROVED AND ADOPTED** this 17th day of July, 2018.

18
19
20
21
22
23
24
25
26
27
28

Richard A. DeLaRosa, Mayor

ATTEST:

Carolina R. Padilla, City Clerk

APPROVED AS TO FORM:

Carlos Campos, City Attorney
Best Best & Krieger

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

RESOLUTION NO. R-82-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLTON, CALIFORNIA, PROVIDING FOR THE FILING OF PRIMARY AND REBUTTAL ARGUMENTS AND SETTING RULES FOR THE FILING OF WRITTEN ARGUMENTS REGARDING A CITY MEASURE TO BE SUBMITTED AT THE NOVEMBER 6, 2018 GENERAL MUNICIPAL ELECTION

WHEREAS, a General Municipal Election is to be held in the City of Colton, California on November 6, 2018, at which there will be submitted to the voters the following measure:

"COLTON CITY SERVICES MEASURE. To provide approximately \$5,000,000 annually in additional funding that will remain under local control for Colton general city services, including police, fire paramedics, parks, libraries, youth and senior services, shall an ordinance be adopted authorizing a transfer not to exceed 20% of annual electric utility gross revenues to the City of Colton's General Fund, until ended by voters?"	Yes
	No

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COLTON, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. Primary Arguments. That the City Council authorizes (i) the City Council or any member(s) of the City Council, (ii) any individual voter eligible to vote on the above measure, (iii) a bona fide association of such citizens or (iv) any combination of voters and associations, to file a written argument in favor of or against the City measure, accompanied by the printed name(s) and signature(s) of the author(s) submitting it, in accordance with Article 4, Chapter 3, Division 9 of the Elections Code of the State of California, and to change the argument until and including the date fixed below by the City Clerk, after which no arguments for or against the City measure may be submitted to the City Clerk.

The deadline to submit arguments for or against the City Measure pursuant to this Resolution is declared by the City Clerk to be **Thursday, August 23, 2018, at 5:00 p.m.** Each argument shall not exceed 300 words and shall be filed with the City Clerk, signed, and include the printed name(s) and signature(s) of the author(s) submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of its principal officers who is the author of the argument.

1 **Section 2. Rebuttal Arguments.** Pursuant to Section 9285 of the Elections Code of
2 the State of California, when the City Clerk has selected the primary arguments for and
3 against the City Measure(s) which will be printed and distributed to the voters, the Clerk shall
4 send copies of the primary argument in favor of the Measure(s) to the authors of the primary
5 argument against, and copies of the primary argument against to the authors of the primary
6 argument in favor. The authors or persons designated by them may prepare and submit
7 rebuttal arguments not exceeding 250 words. The rebuttal arguments shall be filed with the
8 City Clerk not later than **Tuesday, August 28, 2018 at 5:00 p.m.** Rebuttal arguments shall
9 be printed in the same manner as the primary arguments. Each rebuttal argument shall
10 immediately follow the primary argument which it seeks to rebut.

11 **Section 3. Prior Resolutions.** That all previous resolutions providing for the filing
12 of primary and rebuttal arguments related to City measures are repealed.

13 **Section 4. November 6, 2018 Election.** That the provisions of Sections 1 and 2 shall
14 apply only to the election to be held on November 6, 2018, and shall then be repealed.

15 **Section 5. Certification.** The City Clerk shall certify to the passage and adoption of
16 this resolution and enter it into the book of original Resolutions.

17 **PASSED, APPROVED AND ADOPTED** this 17th day of July, 2018.

18
19
20
21
22
23
24
25
26
27
28

Richard A. DeLaRosa, Mayor

ATTEST:

Carolina R. Padilla, City Clerk

APPROVED AS TO FORM:

Carlos Campos, City Attorney
Best Best & Krieger

THIS PAGE WAS INTENTIONALLY LEFT BLANK



STAFF REPORT

DATE: JULY 17, 2018
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
 FROM: BILL SMITH, CITY MANAGER *BS*
 PREPARED BY: CARLOS CAMPOS, CITY ATTORNEY
 STACEY DABBS, DIRECTOR OF FINANCE *SD*
 SUBJECT: LOCAL INITIATIVE MEASURE – ESTABLISHING A TAX ON
 CANNABIS BUSINESSES OPERATING WITHIN THE CITY OF
 COLTON

RECOMMENDED ACTION

It is recommended that the City Council consider adopting the following Resolutions:

- Resolution No. R-83-18 calling for the placement of a cannabis business tax initiative measure on the November 6, 2018 ballot;
- Resolution No. R-84-18 requesting the County of San Bernardino to consolidate this election with the Statewide General Election also to be held on November 6, 2018; and
- Resolution No. R-85-18 setting deadlines and rules for the submission of primary and rebuttal arguments for and against the proposed initiative measure.

Please note that these resolutions must be approved by a two-thirds (2/3) vote of the membership of the City Council (5 affirmative votes).

BACKGROUND

Current State law allows qualified patients and their caregivers to cultivate and possess cannabis for personal use in order to treat certain medical conditions. It also allows the personal possession and use of recreational cannabis. However, cities retain their authority to reasonably regulate the business of cultivating, processing and selling cannabis and related products.

On December 5, 2017, the Colton City Council adopted Ordinance O-11-17 which allows, but strictly limits, cannabis businesses. It contains detailed regulations for the location and operation of commercial cannabis operators, including for cultivation, processing, testing, distribution and retail/delivery. While Ordinance No. O-11-17 created a comprehensive regulatory scheme for

cannabis businesses, it did not establish local taxes on such businesses. This is because State law requires any new, increased or extended local taxes to be approved by the voters (Proposition 218).

The City's General Fund pays for general City programs such as police, fire and paramedic response, parks, libraries and youth/senior programs. However, staff believes that a cannabis business tax can provide an important new revenue source to supplement maintenance of general City services.

ISSUES/ANALYSIS

The attached Resolutions propose placing a measure on the ballot that would establish a general tax on cannabis businesses operating in the City of Colton. The measure is intended to tax broadly - applying to both the "wholesale" and "retail" ends of businesses, as well as taxing both medical and recreational cannabis businesses. Staff emphasizes that this measure would not expand or alter the City's current regulatory program which presently only allows limited cannabis businesses. This is solely a taxing measure.

However, an initiative petition (the "Eilenberg Measure") was recently filed with the City Clerk's Office (June 14, 2018). If it qualifies for the November ballot and is approved by Colton voters, it would allow considerably more cannabis businesses to operate within the City than under current City Council adopted regulations. The Elections Code gives the City Clerk, in conjunction with the County Registrar of Voters, 30 working days to verify the petition's signatures to see if it has enough to qualify (10% of Colton registered voters - 2,001).

Under these circumstances, a broad tax is recommended so that if the City Council, or the voters through the Eilenberg Measure, should allow additional cannabis businesses within the City, the tax will automatically apply.

The proposed measure would:

- Establish a maximum ten percent (10%) gross receipts tax on all cannabis businesses operating within the City. "Gross receipts" is defined broadly to cover any money, in-kind contributions, exchange of property, or any other items of value received by the business for cannabis cultivation, processing, manufacture, delivery, distribution, storing, or sale. "Gross receipts" are taken from the "top of the ledger", meaning they are calculated before the business takes any deductions for material and operational costs or losses to the business.
- Establish an additional tax with a maximum rate of twenty-five dollars (\$25.00) per square foot rate of space utilized in connection with the cultivation/processing of cannabis or cannabis-infused products (such as tinctures, oils, concentrates, creams, candies and "medibles"). This would include "grow rooms", space where cannabis is harvested and dried, "lab" space where cannabis is tested for quality control, the "factory floor" where

cannabis is processed and manufactured into cannabis-infused products, packaging and labeling areas, and areas used for distribution and transport.

The above rates are maximum rates. The measure would permit the City Council to adjust tax rates up or down, by ordinance, provided no rate exceeds the maximum without future voter approval.

The measure proposes general taxes which would be deposited in the City's General Fund and may be spent for any general City program. The taxes are intended to be collected quarterly. The measure contains detailed rules with respect to collection, administration, enforcement and refund procedures for the taxes. The measure also expressly provides that it will apply to any cannabis business that is now permitted in the City, or what may be allowed in the future.

Staff notes that the Eilenberg Measure also purports to establish annual "permit fees" upon business engaged in cannabis cultivation, manufacturing/processing, testing, nurseries, and distribution/transportation. While the Eilenberg Measure calls them "fees", under State law, they are local "taxes". The Eilenberg Measure further purports to establish a 5% gross receipts tax upon cannabis dispensaries.

In order to make the City's intent clear to the voters, pursuant to California Elections Code Section 9221, this measure has been written to expressly conflict with those parts of the Eilenberg Measure which establish a different set of cannabis tax rates and methodologies. Section 9221 provides that if both this Measure and the Eilenberg Measure are approved by a majority of Colton voters, the Measure receiving the highest number of votes will become effective and the other shall be of no force and effect.

Pursuant to Proposition 218 (California Constitution, Article XIII C), all general taxes which are imposed, extended or increased must be submitted to the electorate and approved by a majority vote of the qualified electors voting in the election. As such, the Council is not being asked to adopt the proposed measure. Instead, staff requests that the Council consider adopting the three resolutions attached to this report in order to place the measure on the November 6, 2018 ballot so that Colton voters can decide.

Resolution R-83-18 is the principal resolution which calls the election and places the measure on the November 6, 2018 ballot. Under California Proposition 218, the upcoming November 6, 2018 Municipal General Election is an appropriate date to place a local tax measure on the ballot.

Resolutions R-84-18 and R-85-18 are largely boilerplate resolutions to help set up the election on the measure. One resolution consolidates the measure with the November Statewide General Election, effectively allowing the San Bernardino County Registrar of Voters to conduct the election on the City's behalf. The other resolution sets deadlines and rules for how and when interested persons may submit arguments for or against the proposed measure. Pursuant to Proposition 62, a two-thirds vote of the membership of the City Council is required to adopt these resolutions (5 affirmative votes).

FISCAL IMPACT

Estimating how much the proposed tax would generate in new revenues is challenging given the calculation has both square footage and gross receipts components. Rough estimates of the square footage component, given our current Ordinance (up to two 22,000 sq. cultivation facilities), the proposed tax would generate a maximum revenue of \$1,100,000. Staff estimates gross receipts from cultivation will generate another \$1,000,000 based on gross receipts of \$10,000,000 annually. If approved by voters, the cannabis business tax is anticipated to generate approximately \$2,100,000 million in additional annual General Fund revenues. The estimated cost of an election for this measure is approximately \$15,000.

ENVIRONMENTAL IMPACTS

None.

ALTERNATIVES

1. Provide alternative direction to staff.

ATTACHMENTS

1. Resolution No. R-83-18 calling for the placement of the cannabis business tax initiative measure on the November 6, 2018 ballot (with Measure/Ordinance O- ___ -18 attached).
2. Resolution No. R-84-18 requesting the County of San Bernardino to consolidate this election with the Statewide General Election also to be held on November 6, 2018.
3. Resolution No. R-85-18 setting deadlines and rules for the submission of primary and rebuttal arguments for and against the proposed initiative measure.

RESOLUTION NO. R-83-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLTON, CALIFORNIA, CALLING FOR THE PLACEMENT OF A GENERAL TAX MEASURE ON THE BALLOT AT THE NOVEMBER 6, 2018 GENERAL MUNICIPAL ELECTION FOR THE SUBMISSION TO THE QUALIFIED VOTERS OF A PROPOSED ORDINANCE ESTABLISHING A TAX ON CANNABIS BUSINESSES OPERATING WITHIN THE CITY OF COLTON.

WHEREAS, pursuant to California Elections Code Section 9222, the City Council has authority to place measures on the ballot to be considered at a Municipal Election; and

WHEREAS, the City Council desires to submit to the voters an amendment to the Colton Municipal Code to establish a general business tax on cannabis business operating in the City; and

WHEREAS, the proposed cannabis business tax will be a general tax the proceeds of which are deposited into the City's general fund. The general fund pays for City services such as police protection, fire and paramedic services, street operations and maintenance, library services, parks and recreation services and general municipal services to the public; and

WHEREAS, on November 6, 1996, the voters of the State of California approved Proposition 218 (California Constitution, Article XIIC), an amendment to the State Constitution which requires that all general taxes which are imposed, extended or increased must be submitted to the electorate and approved by a majority vote of the qualified electors voting in the election; and

WHEREAS, pursuant to Proposition 218 (California Constitution Article XIIC, §2(b)), an election for the approval of a new or increased general tax must generally be consolidated with a regularly scheduled general election for members of the governing body of the local government; and

WHEREAS, pursuant to the Colton Municipal Code, §1.24.020, the City's regular municipal elections for officers are held on the first Tuesday after the first Monday in November of each even-numbered year. Therefore, the next regularly scheduled General Municipal Election for the election of members of the City Council will be held on Tuesday, November 6, 2018; and

WHEREAS, pursuant to Government Code §53724 ("Proposition 62"), a two-thirds (2/3) vote of the membership of the City Council is required to place the Measure on the November 8, 2016 ballot.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COLTON, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS

the existing law and the operation of the measure, and transmit such impartial analysis to the City Clerk not later than end of business on **August 20, 2018**. The impartial analysis shall include a statement indicating whether the Measure was placed on the ballot by a petition signed by the requisite number of voters or by the City Council. In the event the entire text of the Measure is not printed on the ballot, or in the voter information portion of the sample ballot, there shall be printed immediately below the impartial analysis, in no less than 10-font bold type, the following: **“The above statement is an impartial analysis of Ordinance or Measure “___”. If you desire a copy of the ordinance or measure, please call the election official’s office at (909) 370-5001 and a copy will be mailed at no cost to you.”**

SECTION 7. Certification. The City Clerk shall certify to the adoption of this Resolution.

SECTION 8. Filing with County. The City Clerk shall, not later than the 88th day prior to the General Municipal Election to be held on Tuesday, November 6, 2018, file with the Board of Supervisors and the County Clerk – Registrar of Voters of the County of San Bernardino, State of California, a certified copy of this Resolution.

SECTION 9. Public Examination. Pursuant to California Elections Code Section 9295, this measure will be available for public examination for no fewer than ten (10) calendar days prior to being submitted for printing in the voter information guide. The Clerk shall post notice in the Clerk’s office of the specific dates that the examination period will run.

[signatures on next page]

PASSED, APPROVED and ADOPTED this 17th day of July, 2018.

Richard A. DeLaRosa, Mayor

ATTEST:

Carolina R. Padilla, City Clerk

APPROVED AS TO FORM:

Carlos Campos, City Attorney
Best Best & Krieger

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

I HEREBY CERTIFY that the foregoing Resolution No. R-___-18 was duly adopted by the City Council of the City of Colton at a regular meeting thereof, held on the ___ day of _____, 2018, by the following vote of Council:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:

City Clerk

Exhibit "A"

ORDINANCE NO. O-__-18

MEASURE "___"

AN ORDINANCE OF THE PEOPLE OF THE CITY OF COLTON, CALIFORNIA, ADDING CHAPTER 3.26 TO TITLE 3 (REVENUE AND FINANCE) OF THE COLTON MUNICIPAL CODE ESTABLISHING A TAX ON CANNABIS BUSINESSES OPERATING WITHIN THE CITY OF COLTON.

THE PEOPLE OF THE CITY OF COLTON, CALIFORNIA DO HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Chapter 3.26 is hereby added to Title 3 (Revenue and Finance) of the Colton Municipal Code and shall read as follows:

"Chapter 3.26 - CANNABIS BUSINESS TAX.

3.26.010 – Definitions.

For purposes of this Chapter:

A. "Cannabis" means all parts of the plant *Cannabis sativa Linnaeus*, *Cannabis indica*, or *Cannabis ruderalis*, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. "Cannabis" also means the separated resin, whether crude or purified, obtained from cannabis. "Cannabis" also means the term as defined in California Health and Safety Code Section 11018 and is not limited to medical cannabis. "Cannabis" does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake or the sterilized seed of the plant which is incapable of germination. For the purpose of this chapter, "Cannabis" does not mean "industrial hemp" as defined by Section 11018.5 of the California Health and Safety Code.

B. "Cannabis business" means any business, organization or facility, regardless of form, whether operating for profit or not for profit, that cultivates, processes, stores, tests, packages, labels, distributes, transports, and/or sells, dispenses or delivers cannabis, cannabis products and/or devices for the use of cannabis or cannabis products. "Cannabis business" does not include personal medical or adult use cannabis cultivation authorized by State law and this Code. A cannabis business shall not be considered to be a religious, social or charitable organization exempt from the payment of business taxes under this Chapter.

C. "Cannabis cultivation" means the seeding, planting, watering, warming, cooling, growing, harvesting, drying, curing, grading or trimming of cannabis.

D. "Cannabis distribution" or "Cannabis transport" means any activity involving the commercial procurement, sale, transfer and/or transport of cannabis and cannabis products from one cannabis business to another cannabis business for purposes authorized pursuant to state law.

E. "Cannabis nursery" means a cannabis business that produces only clones, immature plants, seeds and other agricultural products used specifically for cannabis cultivation.

F. "Cannabis processing" shall mean any activity involving the holding, storing, sorting, preparation, labeling and packaging of raw cannabis for retail sale; or involving the production, preparation, propagation, labeling, packaging or compounding of cannabis products either directly or indirectly or by extraction methods, or independently by means of chemical synthesis.

G. "Cannabis product" means cannabis that has undergone a process whereby the raw agricultural product has been transformed into a concentrate, an edible product, or a topical product. "Cannabis product" also means cannabis products as defined by California Health and Safety Code Section 11018.1 and is not limited to medical cannabis products.

H. "Cannabis testing" means any activity involving the testing of cannabis or cannabis products by a facility that is both of the following:

1. Accredited by an accrediting body that is independent from all other persons involved in the cannabis industry in the state; and
2. Registered with the California State Department of Public Health.

I. "Engaged in a cannabis business" means the commencing, conducting, operating, managing or carrying on of a cannabis business and the exercise of corporate, franchise or other business powers, whether done as owner, or by means of an officer, agent, manager, employee, or other representative, within the City, whether operating from a fixed location within the City or coming into the City from an outside location to engage in cannabis business activities. By way of example, a person shall be deemed "engaged in cannabis business" within the City if such person or the person's officer, agent, manager, employee, or other representative acting on behalf of such person:

1. maintains a fixed place of cannabis business within the City;
2. owns, leases or otherwise has the legal right to occupy real property within the City for cannabis business purposes;
3. regularly maintains a stock of tangible personal property within the City in the ordinary course of cannabis business;

4. performs work or renders cannabis business services to other cannabis businesses or to retail cannabis customers located within the City.

J. “Gross receipts” means, except as otherwise provided in this Chapter, the total amount of monetary consideration actually received or receivable by a cannabis business for performance of any act or service in providing, at wholesale or retail, cannabis and/or cannabis products, for which a charge is made or credit allowed including, but not limited to: membership dues, the value of monetary and in-kind contributions, payments, reimbursement of fees for cultivation, processing, distribution, delivery, retail, storing, exchanging, processing, delivering, making available, or transmitting of cannabis or cannabis products, any payments made, and anything else of value obtained by a cannabis business. Included in “gross receipts” shall be all receipts, cash, credits, and property of any kind without deduction of the cost of the property sold, the cost of the materials used, labor or service costs, interest paid or payable, or losses or other expenses whatsoever. Gross receipts shall not include the following:

1. Cash discounts where allowed and taken on sales;
2. Sales or other applicable state or local tax required by law to be added to the purchase price of cannabis or cannabis products and collected from the purchaser;
3. Such part of the sales price of any property returned by purchasers to the seller as refunded by the seller by way of cash or credit allowances or return of refundable deposits previously included in gross receipts; or
4. Whenever there are included within gross receipts amounts which reflect sales for which credit is extended and such amount proved uncollectable in a subsequent year, those amounts may be excluded from gross receipts in the year they prove to be uncollectable, provided, however, if all or any portion of such amounts excluded as uncollectible are subsequently collected they shall be included in gross receipt for the period when they are recovered.

K. “Person” means any individual, firm, partnership, joint venture, association, social club, fraternal organization, joint stock company, corporation, estate, trust, business trust, receiver, trustee, syndicate or any other group or combination acting as a unit, which is conducting itself as a cannabis business.

L. “Space utilized in connection with cannabis cultivation/processing” means any space or ground, floor or other surface area (whether horizontal or vertical) which is used for either or both of the following:

1. Cannabis nursery and/or cultivation, of any combination of those activities, as well as storing any products, supplies or equipment related to any such activities, no matter where such storage may take place or such storage space may be located.

2. Cannabis processing, testing, distribution or transport, or any combination of those activities, as well as storing any products, supplies or equipment related to any such activities, no matter where such storage may take place or such storage space may be located.

M. "State" means the State of California.

N. "Tax Administrator" is the City's Director of Finance, or his or her designee.

3.26.020 – Purpose of Tax.

This tax is a general tax, the revenues from which may be used for general City services.

3.26.030 – Imposition of Tax.

A. Every person engaged in a cannabis business within the City of Colton, and regardless of whether such business has a permit to operate pursuant to the Colton Municipal Code, shall pay a cannabis business tax at the following rates:

1. Up to a maximum of ten percent (10%) of gross receipts or fractional part thereof, generated by a cannabis business at wholesale or retail, subject to adjustment by the City Council pursuant to Section 3.26.050; and

2. Up to a maximum of twenty-five dollars (\$25.00) per square foot of space utilized in connection with cannabis cultivation/processing, subject to adjustment by the City Council pursuant to Section 3.26.050.

B. No cannabis business shall be deemed to be exempt from the payment of the taxes identified above by any other provision of this Code, unless expressly exempted under this Chapter.

3.26.040 – Payment Obligation.

All taxpayers subject to this Chapter must pay the full tax imposed by this Chapter regardless of any rebate, exemption, incentive, or other reduction set forth elsewhere in this Code, except as required by California or Federal law. Failure to pay the tax shall be subject to penalties, interest charges, and assessments as the City Council may establish and the City may use any or all other code enforcement remedies provided in this Code. No provision in this Code can lower the tax rate set forth in this Chapter or otherwise reduce the amount of taxes paid hereunder unless the provision specifically states that the reduction applies.

3.26.050 – City Council Authorization to Adjust Tax Rate and/or Methodology.

This Chapter authorizes the maximum business tax rate as identified in Section 3.26.030 above. The City Council may, by ordinance, upwardly or downwardly adjust the rate of the tax imposed by this Chapter and may otherwise repeal or amend this Chapter without a vote of the People. However, as required by California Constitution Article XIIC (Proposition 218), voter approval is required for any amendment that would increase the maximum rate or methodology of any tax levied pursuant to this Chapter. The People of the City of Colton affirm that the following actions shall not constitute an increase of the maximum rate or methodology of the tax requiring subsequent voter approval:

A. The upward adjustment of the tax rate applicable to any or all classes of cannabis business, provided the rate does not exceed the maximum set forth by this voter-approved Chapter;

B. The restoration of the tax to a rate that is no higher than the maximum set by this voter-approved Chapter, if the City Council has previously acted to reduce the rate of the tax;

C. An action that interprets or clarifies the methodology of the tax, or any definition applicable to the tax, so long as interpretation or clarification (even if contrary to some prior interpretation or clarification) is not inconsistent with the language of this Chapter;

D. The establishment of a class of person or service that is exempt or excepted from the tax or the discontinuation of any such exemption or exception; and

E. Resuming collection of the tax imposed by this Chapter, even if the City had, for some period of time, either suspended collection of the tax or otherwise failed to collect the tax, in whole or in part.

3.26.060 – Payment of Tax Does Not Authorize Illegal Activity.

The payment of the tax required pursuant to this Chapter shall not be construed as authorizing the conduct or continuance of any illegal business or of a legal business in an illegal manner. Nothing in this Chapter implies or authorizes that any activity connected with the distribution or possession of cannabis is legal unless otherwise authorized and allowed in strict and full conformance to the provisions of State law and this Code.

3.26.070 – Cannabis Business Tax Is Not a Sales Tax.

The tax provided for under the provisions of this Chapter is not a Sales, Transactions or Use Tax and shall not be calculated or assessed as such. The tax established under this Chapter shall not be separately identified or otherwise specifically assessed or charged to any customer or client of a cannabis business.

3.26.080 – Amendments and Administration.

A. This Chapter was submitted to the voters for approval. Any amendment to this Chapter to increase the tax above the maximum rate expressly provided in Section 3.26.030 shall not become effective until such amendment is approved by the voters. The voters expressly authorize the City Council to amend, modify, change, or revise any other provision of this Chapter as the City Council deems in the best interest of the City, as set forth in Section 3.26.050.

B. The Tax Administrator shall promulgate rules, regulations and procedures to implement and administer this Chapter to ensure the efficient and timely collection of the tax imposed by this Chapter, including without limitation, formulation and implementation of penalties and interest to be assessed for failure to pay the tax as provided.

C. The Tax Administrator shall annually audit the taxes imposed by this Chapter to verify that tax revenues have been properly expended in accordance with the law.

D. Pursuant to California Constitution Article XIII B, the appropriation limit for the City is increased to the maximum extent over the maximum period of time allowed under law consistent with the revenues generated by the tax established by this Chapter.

3.26.090 – Returns and Remittances.

The Tax shall be due and payable as follows:

A. The tax established by this Chapter shall be collected quarterly. Each person owing tax shall prepare and file a tax return to the Tax Administrator setting out the total amount of tax owed for the preceding calendar quarter during which the tax was in effect. The return shall be filed not later than thirty (30) calendar days following the last day of the preceding each calendar quarter. At the time the tax return is filed, the full amount of the tax owed for the preceding calendar quarter shall be remitted to the Tax Administrator.

B. All tax returns shall be completed on forms provided by the Tax Administrator.

C. Tax returns and payments for all outstanding taxes owed the City are immediately due to the Tax Administrator upon cessation of business for any reason.

D. Whenever any payment, statement, report, request or other communication received by the Tax Administrator is received after the time prescribed by this Section for the receipt thereof, but is in an envelope bearing a postmark showing that it was mailed on or prior to the date prescribed in this Section for the receipt thereof, or whenever the Tax Administrator is furnished substantial proof that the payment, statement, report, request, or other communication was in fact deposited in the United States mail on or prior to the date

prescribed for receipt thereof, the Tax Administrator may regard such payment, statement, report, request, or other communication as having been timely received. If the due date falls on Friday, Saturday, Sunday, or a holiday, the due date shall be the next regular business day on which the City Hall is open to the public.

E. Unless otherwise specifically provided under other provisions of this Chapter, the taxes required to be paid pursuant to this Chapter shall be deemed delinquent if not paid on or before the due date specified in Subsection (A) of this Section.

F. The Tax Administrator is not required to send a delinquency or other notice or bill to any person subject to the provisions of this Chapter and failure to send such notice or bill shall not affect the validity of any tax or penalty due under the provisions of this Chapter.

3.26.100 – Failure to Pay Tax.

A. Any person who fails or refuses to pay any tax required to be paid pursuant to this Chapter on or before the due date shall pay penalties and interest as follows:

1. A penalty equal to twenty-five percent (25%) of the amount of the tax in addition to the amount of the tax, plus interest on the unpaid tax calculated from the due date of the tax at a rate established by resolution of the City Council; and

2. An additional penalty equal to twenty-five percent (25%) of the amount of the tax if the tax remains unpaid for a period exceeding one calendar month beyond the due date, plus interest on the unpaid tax and interest on the unpaid penalties calculated at the rate established by resolution of the City Council.

B. Whenever a check is submitted in payment of a tax and the check is subsequently returned unpaid by the bank upon which the check is drawn, and the check is not redeemed prior to the due date, the taxpayer will be liable for the tax amount due plus penalties and interest as provided for in this Section plus any amount allowed under State law.

C. The tax due shall be that amount due and payable from January 1, 2019 or the first date on which the cannabis business first engaged in business in the City, whichever date occurred last, together with applicable penalties and interest calculated in accordance with Subsection (A) of this Section.

D. The Tax Administrator may waive the first and second penalties of twenty-five percent (25%) each imposed upon any person if:

1. The person provides evidence satisfactory to the Tax Administrator that failure to pay timely was due to circumstances beyond the control of the person and occurred notwithstanding the exercise of ordinary care and the absence of

willful neglect, and the person paid the delinquent tax and accrued interest owed the City prior to applying to the Tax Administrator for a waiver.

2. The waiver provisions specified in this Subsection shall not apply to interest accrued on the delinquent tax and a waiver shall be granted only once during any twenty-four (24) month period.

3.26.110 – Refunds.

A. No refund shall be made of any tax collected pursuant to this Chapter, except as provided in this Section.

B. No refund of any tax collected pursuant to this Chapter shall be made because of the discontinuation, dissolution, or other termination of a cannabis business.

C. Whenever the amount of any tax, penalty, or interest has been overpaid, paid more than once, or has been erroneously or illegally collected or received by the City under this Chapter, such amount may be refunded to the person who paid the tax provided that a written claim for refund is timely filed with the City, pursuant to this Code. The period for filing a claim for refund shall be one (1) year from the time the tax was paid or erroneously or illegally collected; provided however, that in no event shall the period to file such claim expire prior to the shortest period allowable for filing a tax refund claim under Government Code Section 911.2. Such claim must clearly establish claimant's right to the refund by written records showing entitlement thereto, and must clearly set forth the facts and legal theories under which the claimant believes he or she has right to a refund. Where the amount of any individual refund claim is in excess of the amount set by ordinance or resolution of the City Council relating to the settlement of general liability claims against the City by the City Manager, City Council approval shall be required.

D. The filing of a written claim pursuant to Government Code Section 935 is a prerequisite to any suit thereon.

E. The Tax Administrator shall have the right to examine and audit all the books and business records of the claimant in order to determine the eligibility of the claimant to the claimed refund. No claim for refund shall be allowed if the claimant refuses to allow such examination of claimant's books and business records after request by the Tax Administrator to do so.

F. Any person entitled to a refund of taxes paid pursuant to this Chapter may elect in writing to have such refund applied as a credit against a cannabis business's taxes for the next calendar quarter.

G. In the event that the tax was erroneously paid and the error is attributable to the City, the amount of the tax erroneously paid shall be refunded to the claimant. If the error is attributable to the claimant, the City shall retain the amount set forth in this Chapter from the amount to be refunded to cover expenses.

H. The Tax Administrator shall initiate a refund of any tax which has been overpaid or erroneously collected whenever the overpayment or erroneous collection is uncovered by a City audit of tax revenues.

3.26.120 – Enforcement.

A. It shall be the duty of the Tax Administrator to enforce each and all of the provisions of this Chapter.

B. For purposes of administration and enforcement of this Chapter generally, the Tax Administrator, with the concurrence of the City Attorney, may from time to time promulgate administrative rules and regulations.

C. The Tax Administrator shall have the power to audit and examine all books and records of cannabis businesses as well as persons engaged in the operation of cannabis businesses, including both state and federal income tax returns, California sales tax returns, or other evidence documenting the gross receipts of or the transaction prices charged by a cannabis business or persons engaged in the operation of a cannabis business, for the purpose of ascertaining the amount of tax, if any, required to be paid by the provisions of this Chapter, and for the purpose of verifying any statements or any item thereof when filed by any person pursuant to the provisions of this Chapter. If such cannabis business or person, after written demand by the Tax Administrator, refuses to make available for audit, examination or verification such books, records, or equipment as the Tax Administrator requests, the Tax Administrator may, after full consideration of all information within the Tax Administrator's knowledge concerning the cannabis business and its business and activities of the person so refusing, make an assessment in the manner provided in Section 3.26.130.

D. The conviction and punishment of any person for failure to pay the required tax shall not excuse or exempt such person from any civil action for the tax debt unpaid at the time of such conviction. No civil action shall prevent a criminal prosecution for any violation of the provisions of this Chapter or of any State law requiring the payment of all taxes.

E. Any person violating any of the provisions of this Chapter or any regulation or rule passed in accordance herewith, or knowingly or intentionally misrepresenting to any officer or employee of the City any material fact in procuring the a cannabis business certificate or permit from the City shall be deemed guilty of a misdemeanor.

3.26.130 – Debts, Deficiencies and Assessments.

A. The amount of any tax, penalties, and interest imposed by the provisions of this Chapter shall be deemed a debt to the City and any person operating a cannabis business without having paid any applicable tax, penalties, and interest shall be liable in an

action in the name of the City in any court of competent jurisdiction for the amount of the tax, and penalties and interest imposed on such cannabis business.

B. If the Tax Administrator is not satisfied that any statement filed as required under the provisions of this Chapter is correct, or that the amount of tax is correctly computed, the Tax Administrator may compute and determine the amount to be paid and make a deficiency determination upon the basis of the facts contained in the statement or upon the basis of any information in his or her possession or that may come into his or her possession. One or more deficiency determinations of the amount of tax due for a period or periods may be made. When a person discontinues engaging in a cannabis business, a deficiency determination may be made at any time within three (3) years thereafter as to any liability arising from engaging in such business whether or not a deficiency determination is issued prior to the date the tax would otherwise be due. Whenever a deficiency determination is made, notice shall be given to the person concerned in the same manner as notices of assessment are given under Subsections (C), (D), and (E) of this Section.

C. Under any of the following circumstances, the Tax Administrator may make and give notice of an assessment of the amount of tax owed by a person under this Chapter:

1. If the person has not filed any statement or return required under the provisions of this Chapter;

2. If the person has not paid any tax due under the provisions of this Chapter;

3. If the person has not, after demand by the Tax Administrator, filed a corrected statement or return, or furnished to the Tax Administrator adequate substantiation of the information contained in a statement or return already filed, or paid any additional amount of tax due under the provisions of this Chapter;

4. If the Tax Administrator determines that the nonpayment of any tax due under this Chapter is due to fraud, a penalty of twenty-five percent (25%) of the amount of the tax shall be added thereto in addition to penalties and interest otherwise stated in this Chapter.

5. The notice of assessment shall separately set forth the amount of any tax known by the Tax Administrator to be due or estimated by the Tax Administrator, after consideration of all information within the Tax Administrator's knowledge concerning the business and activities of the person assessed, to be due under each applicable section of this Chapter, and shall include the amount of any penalties or interest accrued on each amount to the date of the notice of assessment.

D. The notice of assessment shall be served upon the person either by handing it to him or her personally, or by a deposit of the notice in the United States mail, postage prepaid thereon, addressed to the person at the address of the location of the cannabis

business appearing on the face of the business license issued under this Code, or to such other address as he or she shall register with the Tax Administrator for the purpose of receiving notices provided under this Chapter; or, should the person have no business license issued and should the person have no address registered with the Tax Administrator for such purpose, then to such person's last known address. For the purposes of this section, a service by mail is complete at the time of deposit in the United States mail.

E. Within ten (10) calendar days after the date of service the person may apply in writing to the Tax Administrator for a hearing on the assessment. If application for a hearing before the City is not made within the time herein prescribed, the tax assessed by the Tax Administrator shall become final and conclusive.

F. If the person requests a hearing, the Tax Administrator shall cause the matter to be set for hearing, which shall be held within thirty (30) calendar days after receipt of the written request for hearing. Notice of the time and place of the hearing shall be mailed by the Tax Administrator to such person at least ten (10) calendar days prior to the hearing, and, if the Tax Administrator desires said person to produce specific records at such hearing, such notice may designate the records requested to be produced.

G. At the time fixed for the hearing, the Tax Administrator shall hear all relevant testimony and evidence, including that of any other interested parties. At the discretion of the Tax Administrator, the hearing may be continued from time to time for the purpose of allowing the presentation of additional evidence. Within a reasonable time following the conclusion of the hearing, the Tax Administrator shall issue a final assessment (or non-assessment), by confirming, modifying or rejecting the original deficiency determination, and shall mail a copy of such final assessment to the person owing the tax. The decision of the Tax Administrator may be appealed pursuant to Section 3.26.140 of this Chapter.

H. Unless appealed, payment of the final assessment shall become delinquent if not received by the Tax Administrator on or before the thirtieth (30th) calendar day following the date of receipt of the notice of final assessment. The penalty for delinquency shall be at the rates set forth herein, along with interest at the rate as set forth by resolution of the City Council, on the amount of the tax, exclusive of penalties, from the date of delinquency, until paid. The applicable statute of limitations regarding a claim by the City seeking payment of a tax assessed under this Section shall commence from the date of delinquency as provided in this subsection.

3.26.140 - Appeals.

A. The provisions of this section apply to any deficiency determination, assessment, or administrative ruling of the Tax Administrator. Any person aggrieved by any decision, deficiency determination, assessment, or administrative ruling of the Tax Administrator, shall be required to comply with the appeals procedure of this section. Compliance with this section shall be a prerequisite to a suit thereon. [See Government Code Section 935(b).]

B. If any person is aggrieved by any deficiency determination, assessment, or administrative ruling of the Tax Administrator; he or she may appeal to the City Manager by filing a notice of appeal with the City Clerk within ten (10) calendar days of the date of the deficiency determination, assessment, or administrative ruling of the Tax Administrator which aggrieved the person.

C. If the person requests an appeal, the City Clerk shall cause the matter to be set for hearing, which shall be held within thirty (30) calendar days after receipt of the written request for appeal. Notice of the time and place of the appeal hearing shall be mailed by the City Clerk to such person at least ten (10) calendar days prior to the hearing, and, if the City Manager desires said person to produce specific records at such hearing, such notice may designate the records requested to be produced. For the purposes of this section, a service by mail is complete at the time of deposit in the United States mail.

D. At the time fixed for the hearing, the City Manager shall hear all relevant testimony and evidence, *de novo*, including that of any other interested parties. At the discretion of the City Manager, the hearing may be continued from time to time for the purpose of allowing the presentation of additional evidence. Within a reasonable time following the conclusion of the hearing, the City Manager shall issue a final decision confirming, modifying or rejecting the Tax Administrator's deficiency determination, and shall mail a copy of such final decision to the person owing the tax. The City Manager's decision shall be final and subject only to judicial review shall be pursuant to California Code of Civil Procedure Section 1094.6. Payment of the final assessment shall become delinquent if not received by the Tax Administrator on or before the thirtieth (30th) calendar day following the date of receipt of the City Manager's decision.

3.26.150 – No Injunction/Writ of Mandate.

No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action, or proceeding in any court against this City or against any officer of the City to prevent or enjoin the collection under this Chapter of any tax or any amount of tax required to be collected and/or remitted.

3.26.160 – Future Amendment to Cited Statute.

Unless specifically provided otherwise, any reference to a state or federal statute in this Chapter shall mean such statute as it may be amended from time to time; provided, that such reference to a statute herein shall not include any subsequent amendment thereto, or to any subsequent change of interpretation thereto by a state or federal agency or court of law, to the extent that such amendment or change of interpretation would require voter approval under California law, or to the extent that such change would result in a tax decrease. Only to the extent voter approval would otherwise be required or a tax decrease

would result, the prior version of the statute (or interpretation) shall remain applicable. For any application or situation that would not require voter approval or would not result in a decrease of a tax, provisions of the amended statute (or new interpretation) shall be applicable to the maximum possible extent. To the extent that the City's authorization to collect or impose any tax imposed under this Chapter is expanded or limited as a result of changes in state or federal law, no amendment or modification of this Chapter shall be required to conform the tax to those changes, and the tax shall be imposed and collected to the full extent of the authorization up to the full amount of the tax imposed under this Chapter."

SECTION 2. Effective Date/Conflicting Measure.

A. Pursuant to California Constitution Article XIIC §(2)(b) and California Elections Code §9217, this Measure must be approved by at least a majority of the eligible voters of the City of Colton voting at the General Municipal Election of November 6, 2018.

B. Further, pursuant to California Elections Code §9221, this Measure is expressly declared by the voters to conflict with Part 70 of Exhibit "C" (proposed Section 18.48.134) of Colton Measure "___" (the "Eilenberg Measure" establishing a different rate and methodology of marijuana business license taxation). Therefore, if both this Measure and Part 70 of the Eilenberg Measure are approved by a majority of eligible Colton voters, the provision receiving the highest number of affirmative votes shall become effective and the other shall be of no force and effect.

C. Either this Measure or Part 70 of the Eilenberg Measure, whichever receives the highest number of affirmative votes pursuant to California Elections Code §9221, shall be deemed adopted and take effect ten (10) days after the City Council has certified the results of that election by resolution.

SECTION 3. Severability. If any section, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this ordinance. The People of the City of Colton hereby declare that they would have adopted this ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

SECTION 4. Certification/Summary. Following the City Clerk's certification that the citizens of Colton have approved this Ordinance, the Mayor shall sign this Ordinance and the City Clerk shall cause the same to be entered in the book of original ordinances of said City; and shall cause the same, or a summary thereof, to be published as required by law.

PASSED, APPROVED and ADOPTED this 6th day of November, 2018.

Richard A. DeLaRosa, Mayor

ATTEST:

Carolina R. Padilla, City Clerk

APPROVED AS TO FORM:

Carlos Campos, City Attorney
Best Best & Krieger

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Section 3. Canvass of Returns. The County election department is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used. Pursuant to California Elections Code Sections 10403 and 10418, the election will be held and conducted in accordance with the provisions of law regulating the Statewide General Election.

Section 4. Necessary Steps. The Board of Supervisors is requested to issue instructions to the County election department to take any and all steps necessary for the holding of the consolidated election.

Section 5. Costs. The City of Colton recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any costs.

Section 6. Filing of Resolution. The City Clerk is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the election department of the County of San Bernardino.

Section 7. Certification. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED AND ADOPTED this 17th day of July, 2018.

Richard A. DeLaRosa, Mayor

ATTEST:

Carolina R. Padilla, City Clerk

APPROVED AS TO FORM:

Carlos Campos, City Attorney
Best Best & Krieger

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

RESOLUTION NO. R-85-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLTON, CALIFORNIA, PROVIDING FOR THE FILING OF PRIMARY AND REBUTTAL ARGUMENTS AND SETTING RULES FOR THE FILING OF WRITTEN ARGUMENTS REGARDING A CITY MEASURE TO BE SUBMITTED AT THE NOVEMBER 6, 2018 GENERAL MUNICIPAL ELECTION

WHEREAS, a General Municipal Election is to be held in the City of Colton, California on November 6, 2018, at which there will be submitted to the voters the following measure:

"Shall the City of Colton adopt an ordinance enacting a tax on cannabis businesses of up to \$25.00 per square foot of space utilized for cannabis cultivation/processing, and up to 10% of gross receipts from the sale of cannabis and related products, generating approximately \$2,100,000 annually for general City services, such as police and emergency response, parks and youth/senior services, and street repair, until ended by voters?"	Yes
	No

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COLTON, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. Primary Arguments. That the City Council authorizes (i) the City Council or any member(s) of the City Council, (ii) any individual voter eligible to vote on the above measure, (iii) a bona fide association of such citizens or (iv) any combination of voters and associations, to file a written argument in favor of or against the City measure, accompanied by the printed name(s) and signature(s) of the author(s) submitting it, in accordance with Article 4, Chapter 3, Division 9 of the Elections Code of the State of California, and to change the argument until and including the date fixed below by the City Clerk, after which no arguments for or against the City measure may be submitted to the City Clerk.

The deadline to submit arguments for or against the City Measure pursuant to this Resolution is declared by the City Clerk to be **Thursday, August 23, 2018, at 5:00 p.m.** Each argument shall not exceed 300 words and shall be filed with the City Clerk, signed, and include the printed name(s) and signature(s) of the author(s) submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of its principal officers who is the author of the argument.

1 **Section 2. Rebuttal Arguments.** Pursuant to Section 9285 of the Elections Code of
2 the State of California, when the City Clerk has selected the primary arguments for and
3 against the City Measure(s) which will be printed and distributed to the voters, the Clerk shall
4 send copies of the primary argument in favor of the Measure(s) to the authors of the primary
5 argument against, and copies of the primary argument against to the authors of the primary
6 argument in favor. The authors or persons designated by them may prepare and submit
7 rebuttal arguments not exceeding 250 words. The rebuttal arguments shall be filed with the
8 City Clerk not later than **Tuesday, August 28, 2018 at 5:00 p.m.** Rebuttal arguments shall
9 be printed in the same manner as the primary arguments. Each rebuttal argument shall
10 immediately follow the primary argument which it seeks to rebut.

11 **Section 3. Prior Resolutions.** That all previous resolutions providing for the filing
12 of primary and rebuttal arguments related to City measures are repealed.

13 **Section 4. November 6, 2018 Election.** That the provisions of Sections 1 and 2 shall
14 apply only to the election to be held on November 6, 2018, and shall then be repealed.

15 **Section 5. Certification.** The City Clerk shall certify to the passage and adoption of
16 this resolution and enter it into the book of original Resolutions.

17 **PASSED, APPROVED AND ADOPTED** this 17th day of July, 2018.

18
19
20
21
22
23
24
25
26
27
28

Richard A. DeLaRosa, Mayor

ATTEST:

Carolina R. Padilla, City Clerk

APPROVED AS TO FORM:

Carlos Campos, City Attorney
Best Best & Krieger

THIS PAGE WAS INTENTIONALLY LEFT BLANK

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

July 3, 2018

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

INVOCATION: Pastor Dane Aaker, Centerpoint Church

FLAG SALUTE: American Legion Post #155; Members & Steve Ferrance

CITY COUNCIL ROLL CALL

Council Members Present

Richard A. DeLaRosa, Mayor
David J. Toro
Ernest R. Cisneros
Frank J. Navarro
Dr. Luis S. González
Isaac T. Suchil

Staff Present

William R. Smith, City Manager
Marco Martinez, Asst. City Attorney
Carolina R. Padilla, City Clerk

Council Members Absent

Jack R. Woods, Mayor Pro Tem (*excused*)

CEREMONIAL MATTERS

Presentations, Awards, Proclamations

- Linemen Appreciation Day – July 10, 2018

CM Suchil declared Linemen Appreciation Day; Linemen in attendance/recognized: Tim Lunt, Transmission & Distribution Superintendent; Ruben Briones, Line Crew Supervisor; James Medina, Powerline Technician; Fernando Velasquez, Powerline Technician; Abel Aguirre, Service Crew Supervisor; Brad Lindeman, Powerline Technician; Armando Becerra, Powerline Technician; Cesar Vasquez, Powerline Technician; and Christopher Jimenez, Powerline Technician.

- Proclamation - National Parks & Recreation Month – July 2018

CM Navarro present a proclamation declaring National Parks & Recreation Month; accepted by - Nicole Van Winkle, Recreation Services Manager.

- Det. Jack Morenberg Foundation Grant Awards

Jackie (Morenberg) presented three \$500 (each) scholarships:

- Andrew DeLucas - Carson High School Marine Corps JROTC
- Christian Downey- Fullerton Fire Explorer/Anaheim Fire Explorer
- Robert Chacon - Colton Police Explorer

- Certificate of Recognition – Fred Venegas (Mayor)

Mayor DeLaRosa presented a Certificate of Recognition to Fred Venegas for his 35 years of service as a volunteer in the City of Colton; accepted by Fred Venegas.

Deb Farrar, Community Services Director, announced Fred Venegas as 2018 Volunteer of the Year by the Recreation & Parks Commission.

Representative for Assemblymember Eloise Reyes presented a Certificate of Recognition on her behalf.

MAYOR AND COUNCIL ITEMS

POSSIBLE CONFLICT OF INTEREST DISCLOSURES FOR THE COUNCIL MEETING OF JULY 3, 2018

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)*).

CM Suchil announce his attendance at the League of California Cities Mayor and Council Members Executive Forum on 6/27-28/18; and Mayor and Council Members Leadership Workshop on 6/29/18 held in Monterey, CA;

CM González announce his attendance at the 2018 City/County Conference on 6/27-28/18 at Lake Arrowhead, CA.

CM Cisneros announce his attendance at the 2018 City/County Conference on 6/27-28/18 at Lake Arrowhead, CA.

Mayor DeLaRosa announce his attendance at the 2018 City/County Conference on 6/27-28/18 at Lake Arrowhead, CA.

PUBLIC HEARINGS

- (1) Landscape Lighting Maintenance District 1 for Fiscal Year 2018-2019 [**Staff Person: D. Kolk**]

TIME AND PLACE FIXED TO CONSIDER APPROVAL AND ADOPTION OF THE FOLLOWING RESOLUTIONS FOR LANDSCAPE LIGHTING AND MAINTENANCE DISTRICT 1: (1) RESOLUTION APPROVING THE FINAL ENGINEER'S REPORT FOR FY 2018-19; AND (2) RESOLUTION APPROVING AND ORDERING OF THE LEVY AND COLLECTION OF ASSESSMENTS FOR FY 2018/19.

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 there were no protests or objections thereto.

STAFF PRESENTATION

David Kolk, Utility Director, presented for Council consideration an overview of the agenda report and requested approval of staff's recommendation; approval of resolutions related to LLMD 1.

PUBLIC COMMENT

None

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

Vote: Motion carried with MPT Woods absent.

Motion and Second by CM González/CM Navarro to approve and adopt Resolution Nos. R-63-18 and R-64-18.

Vote: Motion carried with MPT Woods absent.

(2) Landscape Lighting Maintenance District 2 for Fiscal Year 2018-2019 [Staff Person: D. Kolk]

TIME AND PLACE FIXED TO CONSIDER APPROVAL AND ADOPTION OF THE FOLLOWING RESOLUTIONS FOR LANDSCAPE LIGHTING AND MAINTENANCE DISTRICT 2: (1) RESOLUTION APPROVING THE FINAL ENGINEER'S REPORT FOR FY 2018-19; AND (2) RESOLUTION APPROVING AND ORDERING OF THE LEVY AND COLLECTION OF ASSESSMENTS FOR FY 2018/19.

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 there were no protests or objections thereto.

STAFF PRESENTATION

David Kolk, Utility Director, presented for Council consideration an overview of the agenda report and requested approval of staff's recommendation; approval of resolutions related to LLMD 2.

PUBLIC COMMENT

None

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

Vote: Motion carried with MPT Woods absent.

Motion and Second by CM Suchil/CM Navarro to approve and adopt Resolution Nos. R-65-18 and R-66-18.

Vote: Motion carried with MPT Woods absent.

GENERAL PUBLIC COMMENT

The following community members addressed the Council: Angela Wilkinson; Renato de Moraes; Maha Rizi, Assemblymember Reyes; and Christine Irish-Ré

CONSENT CALENDAR

Mayor DeLaRosa presented the Consent Calendar Items 3 through 14.

Councilmembers present selected items for discussion and clarification by staff: CM Suchil/ CM Navarro/Mayor DeLaRosa, Item 6; CM Suchil, Item 14.

Motion and Second by CM Navarro/CM Suchil to approve the Consent Calendar Item 3 through 14.

Vote: Motion carried with MPT Woods absent.

- (3) Minutes – Approval of Minutes for the City Council Special Meeting held June 13, 2018, and Minutes for the City Council Regular Meeting held June 19, 2018 on File in the Office of the City Clerk.
- (4) Warrants – Approve voucher numbers 171513 to 171647 dated 06/14/2018 and totaling \$1,477,490.65; voucher numbers 171648 to 171777 dated 06/21/2018 and totaling \$1,604,733.61 and a payroll disbursement listing for the period 04/07/2018 to 04/20/2018 and totaling \$837,729.40.
- (5) City Treasurer’s Report - Receive and File City Treasurer’s Report for April 2018.
- (6) Professional Service Agreement with DMG, Inc. – Approve a Professional Service Agreement with DMG, Inc. for on-call Economic Development Services.
- (7) Memorandum Of Understanding for Sponsored CivicSpark Fellow – Authorize the City of Colton to enter into a Memorandum of Understanding for a sponsored CivicSpark fellow.
- (8) Professional Services Agreement with Criterion Automation – Approve a Three-Year Professional Services Agreement with Criterion Automation, Inc. for the Water and Wastewater SCADA System services.
- (9) Order the Levy For Assessments (James Sullivan District “A”) – Ordering the Levy for Assessments for Improvement District “A” (James Sullivan Mutual Water Company), RESOLUTION NO. R-75-18.
- (10) Approve and Record Parcel Lot Adjustments for the Colton Soccer Complex – Approve and accept the Parcel Lot Adjustments for the Colton Sports Complex and record change with the County of San Bernardino.
- (11) Annual Anticipated Disadvantaged Business Enterprise Participation Level for Federal Fiscal Year 2018-19 – Approve Resolution R-76-18 authorizing the Federal Fiscal Year 2018-19 Annual Anticipated Disadvantaged Business Enterprise Participation Level of 11.2% and the methodology that are presented herein, RESOLUTION R-76-18.
- (12) Construction Contract Award to J&G Industries, Inc. for the Demolition of Rialto Concrete Tank Project – Authorize the award of construct contract to J&G Industries, Inc. as the lowest responsive and responsible bidder for the Demolition of the Rialto Concrete Tank in the amount of \$197,390.
- (13) Annual Insurance Policy Renewals for the City’s Insurance Portfolio for Fiscal Year 2018-19 – Approve the annual insurance policy renewals provided through AON Risk Insurance Services West, Inc. for the City’s insurance portfolio for FY 2018-19.
- (14) Consultant Services Contract with MuniTemps for temporary staffing services in the Human Resources Department – Approve Resolution No. R-74-18 amending the budget for Fiscal Year 2017-18 to increase appropriation in the Human Resources Personnel Professional Services Account by \$706.25, RESOLUTION NO. R-74-18.

MAYOR AND COUNCIL ORAL REPORTS AND COMMENTS

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

CITY MANAGER’S REPORTS

City Manager Smith reminded Council of the upcoming Special Meeting of July 10, 2018; reducing the number of Councilmembers; and the July 17, 2018 will agendaize for approval the GFT Measure.

ADJOURNMENT

At 7:31 p.m., Mayor DeLaRosa adjourned the Regular Council Meeting.

Carolina R. Padilla
City Clerk

THIS PAGE WAS INTENTIONALLY LEFT BLANK



STAFF REPORT

DATE: JULY 17, 2018
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
 FROM: BILL SMITH, CITY MANAGER
 PREPARED BY: STACEY DABBS, FINANCE DIRECTOR *JMD*
 SUBJECT: APPROVAL OF ACCOUNTS PAYABLE VOUCHERS

RECOMMENDED ACTION

It is recommended that the City Council approve US Bank voucher dated 06/20/2018 and totaling \$31,687.77; voucher numbers 171778 to 171916 dated 06/28/2018 and totaling \$2,628,679.46; voucher numbers 171917 to 172008 dated 07/02/2018 and totaling \$70,096.37 and voucher numbers 172009 to 172154 dated 07/05/2018 and totaling \$491,808.60.

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

City of Colton
Fund Number and Title Legend

Fund	Title
100	GENERAL FUND
150	TREASURERS ACCOUNT GROUP
206	COMMUNITY CHILD CARE
209	DSF FLY CONSERVATION
210	SPECIAL GAS TAX
211	LIBRARY GRANT FUND
212	STATE TRAFFIC RELIEF FUND
213	S.Y.E.T.P. GRANT
214	POLLUTION REDUCTION FUND
215	COMMUNITY DEV ACT FUND
216	CDBG HOUSING REHAB FUND
217	DRUG/GANG INTERVENTION
218	MEASURE I FUND
219	STATE AID - CAPITAL PROJECTS
220	ViTep
225	MISC GRANTS
240	HOST CITY FEES - CIP
247	Quimby In Lieu Fees
248	PARK DEVELOPMENT FUND
249	TRAFFIC IMPACT FUND
250	NEW FACILITIES DEVELOPMENT FEE
251	CIVIC CENTER DEVELOPMENT FEE
252	FIRE FACILITY DEVELOPMENT FEE
253	POLICE FACILITY DEVELOPMENT FEE
261	ASSET FORFEITURE
326	AD 94-1 DEBT SERVICE
332	1971 SEWER BONDS, A & C
350	PFA Debt Fund
357	POB-Non Enterprise
358	PENSION OBLIGATION DEBT SERVICE
359	CORP YARD DEBT SERVICE
363	1978-2 ASSESSMENT DIST.
364	WATER IMPRVMT DIST A
379	AD 1979-1 DEBT SERVICE
427	AD 94-1 CONSTRUCTION
450	Capital Improvement Projects
451	Colton Crossing Fund
453	STREET IMPROVEMENTS PRGM
457	CAPITAL IMPROVEMENT
469	EQUIPMENT REPLACEMENT
520	ELECTRIC UTILITY
521	WATER UTILITY
522	WASTEWATER UTILITY
523	SOLID WASTE
524	CEMETERY
525	RECYCLING
526	PUBLIC BENEFIT FUND
527	WASTEWATER UTILITY - GRAND TERRACE
551	WATER DEVELOPMENT
552	SEWER DEVELOPMENT
560	CEMETARY ENDOWMENT CARE
605	Facility & Equipment Maintenance Fund
606	INFORMATION SERVICES FUND
607	INSURANCE FUND
608	AUTOMOTIVE SHOP
610	AUTOMOTIVE SHOPS

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

vchlist
07/10/2018 8:39:41AM

Voucher List
City of Colton

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
1636700	6/20/2018	092931 U.S. BANK CORPORATE PAYMENT SY	BM- 0437- 05/18		BM- V. TAMAYO REPAIR BREAKER	
			C. CARE- 4762- 05/18		605-6150-6211-2301-0000-000 C. CARE- C. RYMER AMAZON MEMBERSHIP	91.80
					206-7200-7202-2270-0000-000 AMAZON MEMBERSHIP	53.34
					206-7200-7203-2270-0000-000 MAGAZINE	53.33
					206-7200-7202-2270-0000-000 USE TAX	24.95
					206-7200-7202-2270-0000-000 USE TAX	1.94
			CM- 5350- 05/18		762-2210-000 CM- D. MILLER	-1.94
					ICSC- MEMBERSHIP DUES 100-6000-6000-2270-0000-000 CERTIFICATE PAPER	50.00
					100-6000-6000-2300-0000-000 USE TAX	112.35
					100-6000-6000-2300-0000-000 USE TAX	7.90
					762-2210-000 LODGING (ICSC CONF)	-7.90
					100-6000-6000-2280-0000-103 LODGING (ICSC CONF)	115.65
					100-6020-6020-2280-0000-000 LODGING (ICSC CONF)	115.65
					100-6020-9050-2280-0000-000 GLASS AWARD	231.30
					100-6000-6000-2300-0000-000 LODGING (ICSC CONF)	153.36
					100-6000-6000-2280-0000-103 LODGING (ICSC CONF)	423.13

Voucher List
City of Colton

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
1636700	6/20/2018	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued)			
					100-6020-6020-2280-0000-000 LODGING (ICSC CONF)	423.13
					100-6020-9050-2280-0000-000 REFUND LODGING DEPOSIT	846.26
			COMM SVCS-0989-05/18		100-6000-6000-2280-0000-103 COMM SVCS- K. PHELPS DVD- MOVIES IN THE PARK	-115.65
					100-6200-6215-2301-0000-000 USE TAX	13.49
					100-6200-6215-2301-0000-000 USE TAX	1.05
					762-2210-000 USE TAX	-11.83
					100-6200-6215-2301-0000-000 USE TAX	11.83
					762-2210-000 PICTURE FRAME	-1.05
					100-6200-6215-2301-0000-000 USE TAX	8.99
					100-6200-6215-2301-0000-000 USE TAX	0.70
					762-2210-000 FILE CABINET RETURNED	-0.70
					100-6200-6213-2301-0000-000 GLUE	-63.93
					100-6200-6215-2301-0000-000 USE TAX	5.43
					100-6200-6215-2301-0000-000 USE TAX	0.42
					762-2210-000 SUPPLIES FOR MOVIES IN THE PARK	-0.42
					100-6200-6215-2301-0000-000 USE TAX	67.22
					100-6200-6215-2301-0000-000	2.40

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
1636700	6/20/2018	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued)			
					USE TAX	
					762-2210-000	-2.40
					SUPPLIES FOR 50+ CLUB	
					100-6200-6212-2301-0000-000	143.86
					SUPPLIES FOR MOVIES IN THE PARK	
					100-6200-6215-2301-0000-000	12.99
					USE TAX	
					100-6200-6215-2301-0000-000	1.01
					USE TAX	
					762-2210-000	-1.01
					EVENT SUPPLIES	
					100-6200-6215-2301-0000-000	406.36
					AIRFARE (NRPA)	
					100-6200-6202-2280-0000-000	377.60
					SUPPLIES FOR LUQUE CENTER	
					100-6200-6213-2301-0000-000	52.28
					SUPPLIES	
					100-6200-6204-2301-0000-000	7.31
					SUPPLIES FOR LUQUE CENTER	
					100-6200-6213-2301-0000-000	38.83
					SUPPLIES FOR DROP IN REC	
			COMM SVCS-8456-5/18		100-6200-6215-2301-0000-000	152.55
					COMM SVCS- N. VAN WINKLE	
					SUPPLIES FOR DROP-IN REC	
					100-6200-6215-2301-0000-000	43.36
					USE TAX	
					100-6200-6215-2301-0000-000	3.36
					USE TAX	
					762-2210-000	-3.36
					SWIM NOODLES	
					100-6200-6250-2301-0000-000	62.48
					SWIM NOODLES	
					100-6200-6214-2301-0000-000	139.98
					BANNER REPLACEMENT	

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
1636700	6/20/2018	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued)		762-2314-000 CEILING TILE SAMPLE	648.00
					100-6200-6201-2301-0000-000 TOTE BAGS	16.09
					100-6200-6218-2301-0000-000 PENNANT FLAGS	376.08
					100-6200-6214-2301-0000-000 PINS FOR STAFF RECOGNITION	38.97
					100-6200-6202-2301-0000-000 USE TAX	230.40
					100-6200-6202-2301-0000-000 USE TAX	13.68
					762-2210-000 LIFEGUARD UNIFORMS	-13.68
			DEV SVCS- 5865-05/18		100-6200-6203-2301-0000-000 DEV SVCS- M. TOMICH	511.65
					BUSINESS LICENSE SOFTWARE	
					100-6300-6301-2315-0000-000 CITY LOGO STAFF SHIRTS	27.90
					100-6300-6301-1170-0000-000 LA METRO SUBWAY	420.75
					100-6300-6301-2280-0000-000 METROLINK (SCAG MEETING)	4.50
			ELEC- 3629- 05/18		100-6300-6301-2280-0000-000 ELEC- C. JIMENEZ	20.00
					GATE REPAIR	
					520-8000-8004-2250-0592-100 PORTABLE HARD DRIVE	11.32
			ELEC -4201- 05/18		520-8000-8001-2300-0921-000 ELEC - R. GALLEGOS	53.86
					WATER SERVICES	
					520-8000-8009-2225-0548-000 DIGITAL CERTIFACATES	218.56
					520-8000-8001-2270-0930-200	700.00

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
1636700	6/20/2018	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued)		REPLENISHMENT 91 EXPRESS LANES	
					520-8000-8001-2210-0933-000	30.00
					LODGING (J. SUTORUS)~	
					520-8000-8001-2280-0930-200	217.92
					REGIS. (ESRI TRAINING)	
					520-8000-8002-2280-0930-200	1,210.00
					PARKING FEES	
			ELEC- 8031- 05/18		520-8000-8001-2280-0930-200	16.00
					ELEC- J. SUTORUS	
					DINNER AT UTILITY FORUM	
					520-8000-8005-2280-0930-200	24.88
					EQUIPMENT FOR DOG PARK	
					248-6200-6205-3890-0000-000	538.92
					LODGING (SEPA CONF)	
					520-8000-8005-2280-0930-200	254.84
					POST HOLE DIGGER	
					248-6200-6205-3890-0000-000	818.87
					REGIS. (ACT SCPPA CONF)	
					520-8000-8005-2280-0930-200	300.00
					MARKETING SUPPLIES	
					521-8100-8110-2341-0000-000	318.71
					AIRFARE- SEEC CONF.	
					520-8000-8005-2280-0930-200	221.96
					FERTILIZER SPREADER	
			ELEC-05/18- FY 19		521-8100-8110-4930-0000-000	628.73
					ELEC- R. GALLEGOS	
					LODGING (ESRI CONF)	
					520-8000-8002-2280-0930-200	1,137.53
					AIRFARE (SCPPA LEGISLATIVE TOUR)	
					520-8000-8001-2280-0930-200	689.88
			FIRE- 4196- 05/18		FIRE- T. MCHARGUE	
					REGIS. (CFED CONF)	
					100-6090-6091-1160-0000-000	225.00
					UNIFORM REPLACEMENT	

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
1636700	6/20/2018	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued)		100-6090-6091-1170-0000-000 OIL CHANGE	451.25
					100-6090-6091-2210-0000-000 LODGING (CA COMMAND TEAM CONF)	91.88
					100-6090-6091-2280-0000-000 UNIFORM BELT	325.05
			FIRE- 4548- 05/18		100-6090-6091-1170-0000-000 FIRE- C. CENDEJAS OFFICE SUPPLIES	13.70
					100-6090-6091-2300-0000-000 KEYBOARD	19.68
					100-6090-6094-2301-0000-000 HDMI CABLES	21.59
					100-6090-6094-2301-0000-000 FIREFIGHTING TEXT BOOKS	18.26
					100-6090-6091-2270-0000-000 AMAZON PRIME (WILL BE REFUNDED)	223.49
			FIRE- 6381- 05/18		100-6090-6091-2270-0000-000 FIRE- K. VALENTIN HEADSET REPLACEMENT	120.67
					100-6090-6091-2301-0000-000 BA HOLDER SPRING CLIPS	336.82
					100-6090-6091-2301-0000-000 CO MONITOR	164.47
					100-6090-6091-1180-0000-000 USE TAX	119.00
					100-6090-6091-1180-0000-000 USE TAX	9.22
					762-2210-000 FAN IMPELLER KIT	-9.22
					100-6090-6091-2240-0000-000 HELMET PANEL	215.19
					100-6090-6091-2301-0000-000 DOOR HANGERS	86.74

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
1636700	6/20/2018	092931	U.S. BANK CORPORATE PAYMENT SY (Continued)			
					100-6090-6091-2301-0000-000 AIR COMPRESSOR	134.69
					100-6090-6091-2240-0000-000 DOCKING STATION	318.75
					100-6090-6091-4910-0000-000 IRPG BOOKS	539.94
					100-6090-6091-2270-0000-000 USE TAX	162.95
					100-6090-6091-2270-0000-000 USE TAX	12.63
					762-2210-000 POSTAGE	-12.63
					100-6090-6091-2300-0000-000 CAR RENTAL (EMERGENCY SVCS)	9.85
			I.S.- 8716- 05/18		100-6090-6091-2280-0000-000 I.S.- P. EVANS	198.49
					REPAIRS TO COUNCIL MONITORS	
					606-6040-6044-2315-0000-000 AVAYA DESK PHONE	471.94
					606-6040-6044-2301-0000-000 USE TAX	273.75
					606-6040-6044-2301-0000-000 USE TAX	19.53
					762-2210-000 FIBER MEDIA CONVERTER	-19.53
					606-6040-6044-2301-0000-000 NETWORK CABLES	115.00
			LIB- 4859- 05/18		606-6040-6044-2301-0000-000 LIB- E. PEDROZA	35.81
					LUNCH ROTARY MEETING	
					100-6200-6250-2280-0000-000 DECORATIONS	12.62
					100-6200-6250-2300-0000-000 SUPPLIES FOR MEETINGS	87.48

vchlist
07/10/2018 8:39:41AM

Voucher List
City of Colton

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
1636700	6/20/2018	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued)			
			PD- 0375- 05/18		100-6200-6250-2280-0000-000 PD- L. AVALOS REFRESHMENTS FOR STAFF MEETINC	15.56
					100-6070-6071-2280-0000-000 PHOTOGRAPHS- AWARD CEREMONY	24.09
					100-6070-6071-2280-0000-000 FLOOR CLEANING	300.00
					605-6150-6211-2250-6071-000 VACUUM CLEANER	37.89
					605-6150-6211-2250-6071-000 PICTURE FRAMES	72.94
					100-6070-6071-2300-0000-000 ONLINE TRAINING COURSE	44.58
					100-6070-6071-2270-0000-000 91 EXPRESS LANES TRANSPONDER	34.99
					100-6070-6071-2210-0000-000 LODGING (CDA FORFEITURE)	30.00
					100-6070-6071-1160-0000-000 CABLE SERVICE (K2C SUBSTATION)	753.00
					100-6070-6071-2301-0000-000 RETIREMENT REFRESHMENTS	154.97
					100-6070-6071-2280-0000-000 CREDIT ON LODGING	50.98
					100-6070-6071-1160-0000-000 TUITION (MOBILE SURVEILLANCE)	-90.16
					100-6070-6071-1160-0000-000 LODGING (MEDIA RELATIONS)	100.00
			PD- 0375-05/18-FY19		100-6070-6071-1160-0000-000 PD- L. AVALOS DUES FOR CAPE	395.52
			PD- 0475- 05/18		100-6070-6071-2270-0000-000 PD- M. ALDRICH CNG FUEL	45.00
					100-6070-6071-2210-0000-000	66.92

Voucher List
City of Colton

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
1636700	6/20/2018	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued)			
			PD- 1502- 05/18		PD- R. MENDEZ DINNER DURING DUI CHECKPOINT 100-6070-6071-2280-0000-000	54.95
			PD- 1945- 05/18		PD- R. CARNELL CNG FUEL 100-6070-6071-2210-0000-000	137.14
			PD- 2441- 05/18		PD- A. RIVERA CNG FUEL 100-6070-6071-2210-0000-000	46.29
			PD- 3734- 05/18		PD- T. HEARD CNG FUEL 100-6070-6071-2210-0000-000	120.27
			PD- 5050- 05/18		PD- A. BETANCUR INTERNAL HARD DRIVE 100-6070-6071-2300-0000-000	156.59
					BALLOONS- AWARDS MEETING 100-6070-6071-2280-0000-000	43.20
					MICROPHONE FOR PATROL 100-6070-6071-2301-0000-000	528.00
					COFFEE FOR STAFF MEETING 100-6070-6071-2280-0000-000	33.90
					ACCESS PEGS FOR PATROL 100-6070-6071-2301-0000-000	825.03
					EXPLORERS EXCON 225-6070-7003-2280-0000-000	800.00
					LASER JET PRINTER 100-6070-6071-2301-0000-000	661.96
					USE TAX 100-6070-6071-2301-0000-000	1.16
					USE TAX 762-2210-000	-1.16
					SHIPPING 100-6070-6071-2300-0000-000	28.51
					FLASHLIGHT BATTERIES	

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
1636700	6/20/2018	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued)			
					100-6070-6071-2301-0000-000 USE TAX	57.75
					100-6070-6071-2301-0000-000 USE TAX	3.63
					762-2210-000 LUNCH CART ACADEMY	-3.63
					225-6070-7003-2280-0000-000 REFRESHMENTS (CART)	189.91
					225-6070-7003-2280-0000-000 NOTARY STAMP	18.72
					100-6070-6071-2300-0000-000 SYRINGE DISPOSAL	37.33
					100-6070-6071-2350-0000-000 EARMOLDS/HEADSETS	100.00
					100-6070-6071-2301-0000-000 REFRESHMENTS (RETIREMENT)	761.17
					100-6070-6071-2280-0000-000 KEYBOARD	59.70
					100-6070-6071-2301-0000-000 TRADING CARDS (CART)	47.27
					225-6070-7003-2301-0000-000 BATTERY BACK-UP	203.00
					100-6070-6071-2301-0000-000 SUPPLIES (RETIREMENT)	182.10
					100-6070-6071-2280-0000-000 MEAL DURING PURSUIT	86.48
					100-6070-6071-2280-0000-000 AMAZON MEMBERSHIP (CANCELLED)	86.09
					100-6070-6071-2300-0000-000 PLAQUES (CART)	14.00
			PD- 5499- 05/18		225-6070-7003-2301-0000-000 PD- M. CHAVEZ CNG FUEL	609.49
					100-6070-6071-2210-0000-000	85.07

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
1636700	6/20/2018	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued) PD- 9500- 05/18		PD- J. JOLLIFF PORTABLE GENERATOR (OTS) 225-6070-6071-1180-0000-017	109.88
			ST- 6681- 05/18		ST- L. NUNEZ EQUIPMENT RENTAL 210-6150-6160-2420-0000-000	372.38
			ST- 7740- 05/18		ST- R. ARABELO CNG FUEL 210-6150-6160-2210-0000-000	43.93
			ST- 9541- 05/18		ST- A. PAGDILAO REPAIRS TO LINE LAZER 210-6150-6160-2301-0000-000	75.00
					SUPPLIES 100-6150-6205-2301-0000-000	10.78
					FLOWERS FOR MEMORIAL DAY 100-6150-6205-2301-0000-000	356.40
					CNG FUEL 100-6150-6205-2210-0000-000	665.40
			W- 0411- 05/18		CNG FUEL 210-6150-6160-2210-0000-000	804.08
					W- O. BOSTAN PRESSURE REGULATOR 522-8200-8200-2255-0000-000	724.99
					MAINTENANCE SUPPLIES 522-8200-8200-2301-0000-000	487.06
					CHARGERS FOR TABLET 522-8200-8200-2301-0000-000	59.00
					USE TAX 522-8200-8200-2301-0000-000	4.58
					USE TAX 762-2210-000	-4.58
					SAFETY SUPPLIES 522-8200-8200-2301-0000-000	399.57
					LAB SUPPLIES	

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
1636700	6/20/2018	092931 U.S. BANK CORPORATE PAYMENT SY	(Continued)			
					522-8200-8200-2301-0000-000 USE TAX	73.94
					522-8200-8200-2301-0000-000 USE TAX	4.19
					762-2210-000 LAB EQUIPMENT	-4.19
			W- 4266- 05/18		522-8200-8200-2301-0000-000 W- G. BARAJAS TOOLS FOR WATER DEPT.	138.73
			WW- 7705- 05/18		521-8100-8101-2411-0000-000 WW- M. ARREDONDO GREASE FOR LIFT STATION	246.24
					522-8200-8200-2256-0000-000 HARDWARE SUPPLIES	120.80
					522-8200-8200-2257-0000-000 CNG FUEL	373.65
					522-8200-8200-2210-0000-000	87.96

Total : 31,687.77

1 Vouchers for bank code : boa

1 Vouchers in this report

Bank total : 31,687.77

Total vouchers : 31,687.77



Stacey Dabbs
Finance Director



Aurelio De La Torre
City Treasurer

Voucher List
City of Colton

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171778	6/26/2018	cbc2527 LOPEZ, JOANNE	00860670		CLOSING BILL CREDIT 520-2450-232	153.45
					Total :	153.45
171779	6/27/2018	001515 STATE WATER RESOURCES CONTROL	SWRCB0718		WW- WWTP EXPANSION 522-1990-001	558,004.41
					Total :	558,004.41
171780	6/28/2018	013884 AGUA MANSA LANDFILL	10264-05/18		ST- LANDFILL SERVICES 210-6150-6160-2301-0000-000	120.00
				054320		120.00
					Total :	120.00
171781	6/28/2018	020563 ALLIED REFRIGERATION	525447		BM- REFRIGERATION & COOLANT SYSTEM 605-6150-6211-2250-6211-000	22.06
			525579	017631	BM- REFRIGERATION & COOLANT SYSTEM 605-6150-6211-2250-6211-000	17.97
			525609	017631	BM- REFRIGERATION & COOLANT SYSTEM 605-6150-6211-2250-6211-000	48.90
			525761	017631	BM- REFRIGERATION & COOLANT SYSTEM 605-6150-6211-2250-6211-000	60.48
			525802	017631	BM- REFRIGERATION & COOLANT SYSTEM 605-6150-6211-2250-6211-000	51.90
			525821	017631	BM- REFRIGERATION & COOLANT SYSTEM 605-6150-6211-2250-6211-000	21.92
					Total :	223.23
171782	6/28/2018	026370 ALLSTAR FIRE EQUIPMENT INC	207783		FIRE- SAFETY GEAR AND SUPPLIES 100-6090-6091-1180-0000-000	1,270.37
				017733		1,270.37
					Total :	1,270.37
171783	6/28/2018	061363 ALPHA MANAGEMENT & MAINTENANCE	REFUND- LIC#44886		REFUND OVERPAID TAXES 100-5408-000	2,788.00
					Total :	2,788.00
171784	6/28/2018	059499 ALVAREZ, ESTHER	1091730.015		REFUND CLEANING DEPOSIT 100-6747-000	50.00

vchlist

06/28/2018

3:42:55PM

Voucher List
City of Colton

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171784	6/28/2018	059499	059499 ALVAREZ, ESTHER			
			(Continued)			
171785	6/28/2018	093989	ANIXTER POWER SOLUTIONS INC.			
			3795947-00			
				018380	ELEC- 15KV OPEN FUSES	
					520-1500-154	8,030.64
			3886600-00		520-1500-154	622.37
				018660	ELEC INV- WIRE REELS/ TAPE	
					520-1500-154	2,696.70
			3886600-01		520-1500-154	208.99
				018660	ELEC INV- HARDWARE SUPPLIES	
					520-1500-154	311.50
			3886628-00		520-1500-154	24.14
				018660	ELEC INV- 3M TAPE	
					520-1500-154	1,650.00
			3889982-00		520-1500-154	127.88
				018676	ELEC INV- HARDWARE SUPPLIES	
			3913053-00		520-1500-154	58.39
				018751	ELEC INV- HARDWARE SUPPLIES	
					520-1500-154	753.42
			3913054-00		520-1500-154	379.80
				018751	ELEC INV- WIRE ROPE	
					520-1500-154	29.43
			3913054-01		520-1500-154	107.28
				018751	ELEC INV- HARDWARE SUPPLIES	
					520-1500-154	8.31
			3918942-00		520-1500-154	565.12
				018733	ELEC- SPEED SYSTEMS CABLE PREP	
					520-8000-8004-2301-0921-000	2,616.00
					520-8000-8004-2301-0921-000	202.74
					Total :	18,436.51
171786	6/28/2018	046028	AT & T			
			9391054763-06/18			
				054319	FIRE- TELEPHONE SERVICES	
			9391054773-06/18		100-6090-6091-2310-0000-000	40.53
				054319	COMM SVCS- TELEPHONE SERVICES	
			9391054778-06/18		100-6200-6250-2310-0000-000	18.55
				054319	W- TELEPHONE SERVICES	
					521-8100-8101-2310-0000-000	37.03

Voucher List
City of Colton

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171786	6/28/2018	046028 AT & T	(Continued)			
			9391054787-05/18	054319	PD- TELEPHONE SERVICES 100-6070-6071-2310-0000-000	507.02
			9391054976-05/18	054319	COMM SVCS- TELEPHONE SERVICES 100-6200-6202-2310-0000-000	38.80
			9391055005-05/18	054319	PD- TELEPHONE SERVICES 100-6070-6071-2310-0000-000	29.93
			9391055028-05/18	054319	TELEPHONE SERVICES 100-6070-6071-2310-0000-000	18.61
			9391055085-06/18	054319	FIRE- TELEPHONE SERVICES 100-6090-6091-2310-0000-000	28.21
			9391055154-05/18	054319	FIRE- TELEPHONE SERVICES 100-6090-6091-2310-0000-000	299.46
			9391055158-06/18	054319	PD- TELEPHONE SERVICES 100-6070-6071-2310-0000-000	20.27
			9391055381-06/18	054319	FIRE- TELEPHONE SERVICES 100-6090-6091-2310-0000-000	3,568.06
			9391064731-05/18	054319	FIRE- TELEPHONE SERVICES 100-6090-6091-2310-0000-000	1,402.92
					Total :	6,009.39
171787	6/28/2018	092073 ATLAS COPCO COMPRESSORS LLC	93497	017671	ELEC- ROTO-Z OIL 520-8000-8009-2225-0548-000	1,365.00
					Total :	1,365.00
171788	6/28/2018	092435 B. L. ELECTRICALS, INC.	2018/52	018481	ELEC- MAINTENANCE SERVICE 520-8000-8009-2225-0548-000	15,664.58
					Total :	15,664.58
171789	6/28/2018	060911 BARRETT, WILLIAM	#2-BASKETBALL-2018		COMM SVCS- BASKETBALL OFFICIAL 100-6200-6204-2350-0000-000	100.00
					Total :	100.00
171790	6/28/2018	060795 BASTIDAS, MARGARITA	REBATE- ROOM A/C		ENERGY EFFICIENCY REBATE 526-8000-8035-2041-0930-010	210.00
					Total :	210.00

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171791	6/28/2018	094149 BATTERY WORX	87812		INV- BATTERIES	
				018814	100-1510-000	526.26
					100-1510-000	46.79
					Total :	573.05
171792	6/28/2018	094086 BC TRAFFIC SPECIALIST	0027794-IN		INV- PAINT	
				018804	100-1500-000	161.85
					100-1500-000	12.54
					Total :	174.39
171793	6/28/2018	094269 BEST SHEET METAL, INC.	17220		C. CARE- HEAVY DUTY SINKS	
				018807	206-7200-7203-2301-0000-000	-651.95
				018807	206-7200-7203-2250-0000-000	6,519.50
					206-7200-7203-2250-0000-000	528.08
					Total :	6,395.63
171794	6/28/2018	033590 BIO-TOX LABORATORIES	35916		PD- LAB ANAYSIS SERVICES	
				017978	100-6070-6071-2350-0000-000	431.00
					Total :	431.00
171795	6/28/2018	094176 BJ USED TIRE & RUBBER RECYCLIN	32543		ST- TIRE DISPOSAL SERVICE	
				018184	210-6150-6160-2350-0000-000	202.50
					Total :	202.50
171796	6/28/2018	092968 BLAIS & ASSOCIATES	05-2018-CL1		C. CLERK- GRANT SUPPORT SERVICES	
				017890	100-6020-6020-2350-0000-000	2,000.00
					Total :	2,000.00
171797	6/28/2018	cbc2298 BROWN, ANDREW	00260955		CLOSING BILL CREDITS	
					520-2450-232	176.56
					Total :	176.56
171798	6/28/2018	061364 BUTRYN, JASON	07/02-07/03/18		PD- PER DIEM (SPILLMAN)	
					100-1990-000	123.00
					Total :	123.00
171799	6/28/2018	061376 BUZI, KLEVIS	06/21/18		DIRECT DEPOSIT RETURNED FROM BANK	
					762-2005-000	341.00

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171799	6/28/2018	061376 061376 BUZI, KLEVIS				
			(Continued)			
171800	6/28/2018	093929 CALIFORNIA SURVEYING &	105621/1			
				018605	ELEC- WARRANTY CARE PACK 520-8000-8002-2240-0592-100	1,119.00
					Total :	341.00
171802	6/28/2018	003165 CANON FINANCIAL SERVICES	18616768			
					COPIER LEASE PAYMENTS	
				018561	100-6090-6091-2420-0000-000	102.47
				018561	522-8200-8200-2420-0000-000	113.97
				018561	520-8000-8001-2420-0931-000	102.47
				018561	100-6000-6000-2420-0000-000	120.97
				018561	100-6200-6250-2420-0000-000	151.57
				018561	100-6070-6071-2420-0000-000	120.97
				018561	100-6040-6042-2420-0000-000	107.54
				018561	100-6020-6020-2420-0000-000	109.74
				018561	100-6070-6071-2420-0000-000	177.22
				018561	100-6040-6043-2420-0000-000	102.47
				018561	100-6040-6041-2420-0000-000	136.74
				018561	520-8000-8009-2225-0548-000	102.47
				018561	100-6040-6043-2420-0000-000	20.45
				018561	520-8000-8003-2420-0931-000	102.47
				018561	100-6030-6030-2420-0000-000	109.74
				018561	100-6070-6071-2420-0000-000	116.29
				018561	100-6150-6151-2420-0000-000	54.51
				018561	521-8300-8300-2420-0000-000	54.51
				018561	100-6150-6151-2420-0000-000	71.98
				018561	521-8300-8300-2420-0000-000	71.99
					100-6200-6200-2420-0000-000	118.97
					100-6090-6091-2420-0000-000	15.88
					522-8200-8200-2420-0000-000	8.83
					520-8000-8001-2420-0931-000	7.94
					100-6000-6000-2420-0000-000	9.38
					100-6200-6250-2420-0000-000	11.75
					100-6070-6071-2420-0000-000	43.08
					100-6040-6042-2420-0000-000	8.33
					100-6020-6020-2420-0000-000	8.51
					100-6040-6043-2420-0000-000	9.53

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171802	6/28/2018	003165 CANON FINANCIAL SERVICES	(Continued)			
					100-6040-6041-2420-0000-000	10.60
					520-8000-8009-2225-0548-000	7.94
					520-8000-8003-2420-0931-000	7.94
					100-6030-6030-2420-0000-000	8.51
					100-6150-6151-2420-0000-000	9.80
					521-8300-8300-2420-0000-000	17.75
					206-7200-7202-2420-0000-000	7.94
					100-6200-6200-2420-0000-000	9.21
				018561	100-6070-6071-2420-0000-000	20.45
				018561	206-7200-7202-2420-0000-000	102.47
				018561	100-6090-6091-2420-0000-000	102.47
				018561	100-6070-6071-2420-0000-000	120.97
			18726251-2	018561	521-8300-8300-2420-0000-000	102.47
					COPIER MAINTENANCE	
				018561	520-8000-8001-2420-0931-000	102.47
				018561	100-6000-6000-2420-0000-000	120.97
				018561	100-6200-6250-2420-0000-000	151.57
				018561	100-6070-6071-2420-0000-000	120.97
				018561	100-6040-6042-2420-0000-000	107.54
				018561	100-6200-6200-2420-0000-000	118.97
				018561	100-6020-6020-2420-0000-000	109.74
				018561	100-6070-6071-2420-0000-000	177.22
				018561	100-6040-6043-2420-0000-000	102.47
				018561	100-6040-6041-2420-0000-000	136.74
				018561	100-6070-6071-2420-0000-000	20.45
				018561	520-8000-8009-2225-0548-000	102.47
				018561	100-6040-6043-2420-0000-000	20.45
				018561	520-8000-8003-2420-0931-000	102.47
					100-6040-6043-2420-0000-000	9.53
					100-6040-6041-2420-0000-000	10.60
					520-8000-8009-2225-0548-000	7.94
					520-8000-8003-2420-0931-000	7.94
					100-6030-6030-2420-0000-000	8.51
					100-6150-6151-2420-0000-000	9.80
					521-8300-8300-2420-0000-000	17.74
					206-7200-7202-2420-0000-000	7.94

vchlist
06/28/2018 3:42:55PM

Voucher List
City of Colton

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171802	6/28/2018	003165 CANON FINANCIAL SERVICES	(Continued)			
				018561	100-6090-6091-2420-0000-000	102.47
				018561	522-8200-8200-2420-0000-000	113.97
				018561	100-6070-6071-2420-0000-000	116.29
				018561	100-6150-6151-2420-0000-000	54.51
				018561	521-8300-8300-2420-0000-000	54.51
				018561	100-6150-6151-2420-0000-000	71.99
				018561	521-8300-8300-2420-0000-000	71.98
				018561	206-7200-7202-2420-0000-000	102.47
				018561	100-6090-6091-2420-0000-000	102.47
				018561	100-6070-6071-2420-0000-000	120.97
				018561	521-8300-8300-2420-0000-000	102.47
					100-6090-6091-2420-0000-000	15.88
					522-8200-8200-2420-0000-000	8.83
					520-8000-8001-2420-0931-000	7.94
					100-6000-6000-2420-0000-000	9.38
					100-6200-6250-2420-0000-000	11.75
					100-6070-6071-2420-0000-000	43.08
					100-6040-6042-2420-0000-000	8.33
					100-6200-6200-2420-0000-000	9.22
					100-6020-6020-2420-0000-000	8.51
				018561	100-6030-6030-2420-0000-000	109.74
					Total :	5,642.52
171803	6/28/2018	003165 CANON FINANCIAL SERVICES	18726247		DEV SVCS- COPIER LEASE PAYMENTS	
				017714	100-6300-6301-2420-0000-000	211.05
				017714	100-6300-6301-2240-0000-000	142.14
					100-6300-6301-2420-0000-000	16.36
					Total :	369.55
171805	6/28/2018	093676 CANON SOLUTIONS AMERICAN, INC.	18616768- 2		COPIER MAINTENANCE	
				018810	100-6040-6042-2240-0000-000	21.86
				018810	100-6070-6071-2240-0000-000	78.16
				018810	521-8300-8300-2240-0000-000	92.96
				018810	520-8000-8003-2240-0592-100	8.24
				018810	100-6020-6020-2240-0000-000	47.13
				018810	520-8000-8009-2225-0548-000	16.82

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171805	6/28/2018	093676 CANON SOLUTIONS AMERICAN, INC.	(Continued)			
				018810	100-6150-6151-2240-0000-000	18.77
				018810	100-6070-6071-2240-0000-000	90.95
				018810	100-6000-6000-2240-0000-000	16.61
					Total :	2,107.09
171806	6/28/2018	061365 CASTILLO, MARY	2009431.015		REFUND CLASS FEE 100-6748-000	36.00
					Total :	36.00
171807	6/28/2018	045027 CDW GOVERNMENT	NBF2244		I.S.- COMPUTERS	
				018801	606-6040-6044-2301-0000-000	932.20
			NBJ0530		606-6040-6044-2301-0000-000	71.86
				018801	I.S.- HARD DRIVE 606-6040-6044-2301-0000-000	1,209.30
			NBW1970		606-6040-6044-2301-0000-000	93.72
				018801	I.S.- COMPUTERS 606-6040-6044-2301-0000-000	3,410.10
					606-6040-6044-2301-0000-000	264.28
					Total :	5,981.46
171808	6/28/2018	093439 COMMERCIAL DOOR METAL SYSTEMS	043187 PROP		ELEC- HARDWARE PARTS	
				017680	520-8000-8009-2225-0548-000	1,319.00
					Total :	1,319.00
171809	6/28/2018	092635 CRITERION AUTOMATION INC.	1806-SCAD94		WW- PLC/SCADA SYSTEM	
				017893	522-8200-8200-2350-0000-000	3,788.00
					Total :	3,788.00
171810	6/28/2018	003952 DAILY JOURNAL CORP	B3136296		DEV SVCS- LEGAL PUBLICATIONS	
					100-6300-6301-2340-0000-000	213.40
					Total :	213.40
171811	6/28/2018	002720 DANIELS TIRE SERVICE	230112240		INV- TIRES	
				018813	100-1510-000	1,912.34
					100-1510-000	172.71
			230112361		INV- TIRES	

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171811	6/28/2018	002720 DANIELS TIRE SERVICE	(Continued)			
				018813	100-1510-000	286.96
					100-1510-000	25.74
					Total :	2,397.75
171812	6/28/2018	001897 DAN'S LAWNMOWER	159698		WW- LAWN & GARDEN SUPPLIES	
				054329	522-8200-8200-2255-0000-000	385.70
					Total :	385.70
171813	6/28/2018	045505 DAVE BANG ASSOC, INC	45352		C. CARE- PLAYGROUND STRUCTURE	
				018798	206-7200-7203-3890-0000-000	19,910.76
					206-7200-7203-3890-0000-000	1,443.53
					Total :	21,354.29
171814	6/28/2018	061377 DEANDA, CHRISTOPHER	TUIT REIMB 17/18		TUITION REIMBURSEMENT	
					100-6090-6091-1160-0000-000	293.43
					Total :	293.43
171815	6/28/2018	093982 DENALI WATER SOLUTIONS LLC	0018001-IN		WW- HAULING & DISPOSAL SERVICE	
				017784	522-8200-8200-2350-0000-000	4,071.58
					Total :	4,071.58
171816	6/28/2018	024265 DISCOUNT SCHOOL SUPPLY	W31388130101		C. CARE- INSTRUCTIONAL SUPPLIES	
				018242	206-7200-7202-2304-0000-000	293.62
					Total :	293.62
171817	6/28/2018	000149 DUNN-EDWARDS CORP	2059289884		INV- PAINT SUPPLIES	
				018633	100-1500-000	230.16
					100-1500-000	17.84
					Total :	248.00
171818	6/28/2018	002587 EDWARD BABCOCK & SONS INC	BE82397-0987		WW- LABORATORY SAMPLING	
				017937	522-8200-8200-2350-0000-000	103.00
			BF80220-0987		WW- LABORATORY SAMPLING	
				017937	522-8200-8200-2350-0000-000	71.00
			BF80221-0987		WW- LABORATORY SAMPLING	
				017937	522-8200-8200-2350-0000-000	71.00
			BF80222-0987		WW- LABORATORY SAMPLING	

Voucher List
City of Colton

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171818	6/28/2018	002587 EDWARD BABCOCK & SONS INC	(Continued)	017937	522-8200-8200-2350-0000-000	71.00
					Total :	316.00
171819	6/28/2018	033495 ELECTRONICS WAREHOUSE	T-178820	017686	ELEC- REPAIR PARTS 520-8000-8009-2225-0548-000	62.84
					Total :	62.84
171820	6/28/2018	092864 ELIFEGUARD	65327	018779	COMM SVCS- LIFEGUARD SUPPLIES 100-6200-6203-2301-0000-000 100-6200-6203-2301-0000-000 762-2210-000	842.07 84.85 -65.26
					Total :	861.66
171821	6/28/2018	037702 ELROD FENCE COMPANY	12837	018587	DEV SVCS- FENCING CONTRACT 100-6300-6301-3890-0000-000	153,620.00
					Total :	153,620.00
171822	6/28/2018	000152 ENTENMANN-ROVIN CO	0136359-IN	018654	FIRE- ENGINEER BADGES 100-6090-6091-1170-0000-000 100-6090-6091-1170-0000-000	405.50 29.45
					Total :	434.95
171823	6/28/2018	094073 ENVIRO-MASTER	SB257897 SB858557	017941 017941	COMM SVCS- RESTROOM MAINTENANCE 100-6200-6217-2350-0000-000 COMM SVCS- RESTROOM MAINTENANCE 100-6200-6217-2350-0000-000	425.00 95.00
					Total :	520.00
171824	6/28/2018	036815 FARWEST LINE SPECIALTIES	256395	018785 018785	INV- HARDWARE SUPPLIES 100-1500-000 520-1500-154 100-1500-000 520-1500-154	480.00 86.00 37.20 5.58
					Total :	608.78
171825	6/28/2018	013964 FEDERAL EXPRESS CORPORATION	6-207-65396		W- MAILING SERVICE 521-8300-8300-2300-0000-000	63.11

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171825	6/28/2018	013964	013964 FEDERAL EXPRESS CORPORATION		(Continued)	
					Total :	63.11
171826	6/28/2018	013964	FEDERAL EXPRESS CORPORATION	6-222-60698	ELEC- OVERNIGHT DELIVERY 520-8000-8009-2225-0548-000	37.81
				017693	Total :	37.81
171827	6/28/2018	093488	FRUIT GROWERS SUPPLY COMPANY	91971974	FIRE- SMALL EQUIPMENT PARTS 100-6090-6091-2240-0000-000	307.45
				017840	Total :	307.45
171828	6/28/2018	061372	GARCIA, ARIANNA	1090597.015	REFUND CLEANING DEPOSIT 100-6747-000	100.00
					Total :	100.00
171829	6/28/2018	059401	GARCIA, LETICIA	REBATE- WASHER	ENERGY EFFICIENCY REBATE 526-8000-8035-2041-0930-010	75.00
					Total :	75.00
171830	6/28/2018	000157	GENUINE AUTO PARTS	215131	AUTOMOTIVE PARTS	
				054339	608-6150-8700-2210-6071-000	19.45
			215256	054339	AUTOMOTIVE PARTS	
			215662	054339	210-6150-6160-2301-0000-000	13.54
			215676	054339	AUTOMOTIVE PARTS 210-6150-6160-2301-0000-000	38.20
			216497	054339	AUTOMOTIVE PARTS 608-6150-8700-2210-6071-000	573.35
			216845	054339	AUTOMOTIVE PARTS 608-6150-8700-2210-6211-000	5.70
			216863	054339	AUTOMOTIVE PARTS 608-6150-8700-2210-6071-000	19.24
			216939	054339	AUTOMOTIVE PARTS 522-8200-8200-2257-0000-000	13.46
			217301	054339	AUTOMOTIVE PARTS 608-6150-8700-2210-6071-000	109.84
			217864	054339	AUTOMOTIVE PARTS 608-6150-8700-2210-8101-000	188.55
					AUTOMOTIVE PARTS	

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171830	6/28/2018	000157	GENUINE AUTO PARTS			
			(Continued)			
			217875	054339	520-8000-8009-2225-0548-000	88.86
				054339	AUTOMOTIVE PARTS	
					520-8000-8009-2225-0548-000	10.76
					Total :	1,080.95
171831	6/28/2018	046042	GK ASSOCIATES			
			18-044		CDBG- ENGINEERING SUPPORT	
				017943	218-1804-6970-3890-0000-000	1,567.50
				017943	210-1814-6150-3890-0000-000	1,912.50
				017943	210-1813-6150-3890-0000-000	4,000.00
					Total :	7,480.00
171832	6/28/2018	000159	GRAINGER, INC			
			9814807872		ELEC- INDUSTRIAL SUPPLIES	
				017770	520-8000-8009-2225-0548-000	31.37
			9815099883		ELEC- INDUSTRIAL SUPPLIES	
				017770	520-8000-8009-2225-0548-000	90.53
			9816761945		ELEC- INDUSTRIAL SUPPLIES	
				017770	520-8000-8009-2225-0548-000	181.13
			9817363774		INV- BATTERIES	
				018811	100-1500-000	239.05
				018811	100-1510-000	15.36
				018811	100-1500-000	239.11
				018811	100-1510-000	71.52
				018811	100-1500-000	65.40
					100-1500-000	42.13
					100-1510-000	6.73
			9819321648		ELEC- INDUSTRIAL SUPPLIES	
				017770	520-8000-8009-2225-0548-000	44.53
			9819428724		ELEC- INDUSTRIAL SUPPLIES	
				017770	520-8000-8009-2225-0548-000	151.32
					Total :	1,178.18
171833	6/28/2018	000159	GRAINGER, INC			
			9811749275		ELEC- MAINTENANCE SUPPLIES	
				054340	520-8000-8003-2255-0592-100	59.24
			9811749283		ELEC- MAINTENANCE SUPPLIES	
				054340	520-8000-8003-2255-0592-100	15.30

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171833	6/28/2018	000159 000159 GRAINGER, INC				
			(Continued)			
171834	6/28/2018	093952 GREEN ACRES ADVERTISING DESIGN	3790			
				018174	W- MARKETING SERVICES 521-8100-8110-2341-0000-000	1,250.00
					Total :	1,250.00
171835	6/28/2018	082768 HAIG, ANTHONY J	JUNE 18			
				017979	COMM SVCS- CONTRACT INSTRUCTOR 100-6200-6202-2350-0000-000	128.00
					Total :	128.00
171836	6/28/2018	049122 HARRIS, WADE	06/28-06/29/18			
					PD- PER DIEM (TASER CEW) 100-6070-6071-1160-0000-000	85.00
					Total :	85.00
171837	6/28/2018	061378 HAWKINS, REGINA	05/01-05/31/18			
			EXC MED 17/18		HR- MILEAGE REIMBURSEMENT 100-6030-6030-2280-0000-000	23.44
					MEDICAL EXPENSE REIMBURSEMENT 100-6030-6030-1100-0000-000	120.00
					Total :	143.44
171838	6/28/2018	061369 HERNANDEZ, HENRY	REBATE- POOL PUMP			
					ENERGY EFFICIENCY REBATE 526-8000-8035-2041-0930-010	500.00
					Total :	500.00
171839	6/28/2018	025906 HOME DEPOT	1010606			
			2130562	054345	BM- HARDWARE SUPPLIES 605-6150-6211-2250-8700-000	75.54
			6012807	054343	C. CARE- HARDWARE SUPPLIES 206-7200-7203-2250-0000-000	3,437.81
			6012808	054345	BM- HARDWARE SUPPLIES 605-6150-6211-2301-0000-000	21.56
			7024959	054345	BM- HARDWARE SUPPLIES 605-6150-6211-2250-6205-000	7.54
			7123892	054345	BM- HARDWARE SUPPLIES 605-6150-6211-2250-6205-000	45.41
			7123893	054345	BM- HARDWARE SUPPLIES 605-6150-6211-2250-6211-000	17.25
				054345	BM- HARDWARE SUPPLIES 605-6150-6211-2301-0000-000	12.36

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171839	6/28/2018	025906 HOME DEPOT	(Continued) 7310909		FIRE- CREDIT	
			7904862	054346	100-6090-6091-2301-0000-000	-204.12
				054346	FIRE- HARDWARE SUPPLIES 100-6090-6091-2301-0000-000	816.48
					Total :	4,229.83
171840	6/28/2018	025906 HOME DEPOT	3031734		ELEC- HARDWARE SUPPLIES	
			7583057	017691	520-8000-8009-2225-0548-000	186.48
			9032229	017691	ELEC- HARDWARE SUPPLIES 520-8000-8009-2225-0548-000	43.97
				017691	ELEC- HARDWARE SUPPLIES 520-8000-8009-2225-0548-000	456.79
					Total :	687.24
171841	6/28/2018	093619 IMPERIAL SPRINKLER SUPPLY INC.	3364005-00		INV- SPRINKLER SUPPLIES	
				018805	100-1500-000	807.91
					100-1500-000	62.60
					Total :	870.51
171842	6/28/2018	046663 INFOSEND INC.	137692		C/S- UTILITY BILLING AND MAIL SVCS	
				017724	100-6040-6042-2350-0000-000	8,412.53
					Total :	8,412.53
171843	6/28/2018	049724 INLAND LIBRARY SYSTEM	FY1718_002		LIB- MEMBER DUES FY 17/18	
					100-6200-6250-2270-0000-000	293.00
					Total :	293.00
171844	6/28/2018	059253 IRON MOUNTAIN ARCHIVE	AATP682		DEV SVCS- FILE STORAGE SERVICE	
			PZC7465		100-6020-9050-2350-0000-000	157.30
					FILE STORAGE SERVICE 100-6020-9050-2350-0000-000	176.86
					Total :	334.16
171845	6/28/2018	094167 JETPAY CORPORATION	2019945		C/S- ELECTRONIC COLLECTION SVCS	
				017984	100-6040-6042-2670-0000-000	15,542.80
					Total :	15,542.80

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171846	6/28/2018	093803 KNOX, CLIFTON	#2- BASKETBALL-2018		COMM SVCS- BASKETBALL OFFICIAL 100-6200-6204-2350-0000-000	100.00
					Total :	100.00
171847	6/28/2018	093456 KROGER	0318067386	017706	C. CARE- FOOD SUPPLIES 206-7200-7203-2305-0000-000	151.72
			0418067774	017706	C. CARE- FOOD SUPPLIES 206-7200-7203-2305-0000-000	184.89
			0418067803	017706	C. CARE- FOOD SUPPLIES 206-7200-7203-2305-0000-000	87.10
			0418068140	017706	C. CARE- FOOD SUPPLIES 206-7200-7203-2305-0000-000	271.02
			0418068164	017705	C. CARE- FOOD SUPPLIES 206-7200-7202-2305-0000-000	115.32
			0518068508	017706	C. CARE- FOOD SUPPLIES 206-7200-7203-2305-0000-000	130.32
			0518068509	017706	C. CARE- FOOD SUPPLIES 206-7200-7203-2305-0000-000	3.22
					Total :	943.59
171848	6/28/2018	061366 LEAH, MARGARET	REBATE- A/C TUNE UP		ENERGY EFFICIENCY REBATE 526-8000-8035-2041-0930-010	120.00
					Total :	120.00
171849	6/28/2018	094094 LEE & RO	1162/10	017256	VWV- ENGINEERING DESIGN 522-8200-8204-3890-0000-000	3,362.91
					Total :	3,362.91
171850	6/28/2018	094121 LEMAY CONSTRUCTION	2467	018311	ELEC- INSTALL DOOR 520-8000-8005-4900-0101-000	11,070.00
					Total :	11,070.00
171851	6/28/2018	032193 LEXIS-NEXIS	1630501-20180331	018084	PD- ADVANCED INVESTIGATIONS 100-6070-6071-2350-0000-000	550.45
					Total :	550.45
171852	6/28/2018	041927 LOU'S TIRE SERVICE	85826		AUTOMOTIVE TIRES	

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171852	6/28/2018	041927 LOU'S TIRE SERVICE	(Continued)			
			85827	054358	608-6150-8700-2210-6071-000 AUTOMOTIVE TIRES	516.39
				054358	608-6150-8700-2210-8000-000	455.24
					Total :	971.63
171853	6/28/2018	060724 MACARRO, MARTHA	REBATE- TURF		WATER CONSERVATION REBATE 521-8100-8110-2041-0000-000	800.00
					Total :	800.00
171854	6/28/2018	060548 MAGYAR, LORETTA	REBATE- A/C TUNE UP		ENERGY EFFICIENCY REBATE 526-8000-8035-2041-0930-010	120.00
					Total :	120.00
171855	6/28/2018	093703 MAILFINANCE INC.	N7192934		C. CLERK- LEASE PAYMENT	
				017721	100-6010-6010-2420-0000-000	318.88
					100-6010-6010-2420-0000-000	18.14
					Total :	337.02
171856	6/28/2018	016248 MARTIN & CHAPMAN CO	2018202		C. CLERK- ELECTION MATERIALS 100-6010-6010-2401-0000-000	72.46
					Total :	72.46
171857	6/28/2018	093033 MAYON, LLC	06/10-06/28/18		FIN- PROF. ACCOUNTING SERVICE 100-6040-6041-2350-0000-000	2,350.00
					Total :	2,350.00
171858	6/28/2018	092953 MCAVOY & MARKHAM ENGINEERING &	15792		ELEC- ELECTRIC METERS	
				018227	520-8000-8024-3890-0107-000	228,590.55
					Total :	228,590.55
171859	6/28/2018	048919 MCHARGUE, TIM	EXC MED 17/18		MEDICAL EXPENSE REIMBURSEMENT 100-6090-6091-1100-0000-000	946.40
					Total :	946.40
171860	6/28/2018	061371 NAILLON, ROGER	REBATE- A/C REPLACE		ENERGY EFFICIENCY REBATE 526-8000-8035-2041-0930-010	1,000.00

Voucher List
City of Colton

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171860	6/28/2018	061371 061371 NAILLON, ROGER				
					(Continued)	
171861	6/28/2018	093781 NBS GOVERNMENT FINANCE GROUP	51800071			
				017384	WATER & SEWER CAPACITY FEE	
				017384	521-8100-8101-2350-0000-000	891.25
					522-8200-8200-2350-0000-000	891.25
					Total :	1,000.00
171862	6/28/2018	092370 NORMAN A TRAUB ASSOCIATES	18020			
					HR- INVESTIGATION	
					100-6030-6030-2350-0000-000	4,846.08
					Total :	4,846.08
171863	6/28/2018	045033 OFFICE DEPOT	138433207001			
			149078794001	054363	ELEC- OFFICE SUPPLIES	
			149084168001	054363	526-8000-8035-2301-0921-000	89.54
			149084169001	054363	COMM SVCS- OFFICE SUPPLIES	
			149084170001	054363	100-6200-6215-2300-0000-000	23.89
			149084171001	054363	COMM SVCS- OFFICE SUPPLIES	
			149170251001	054363	100-6200-6200-2300-0000-000	18.01
			149615729001	054363	COMM SVCS- OFFICE SUPPLIES	
			149629795001	054363	100-6200-6215-2300-0000-000	141.99
			149629796001	054363	COMM SVCS- OFFICE SUPPLIES	
			149629797001	054363	100-6200-6215-2300-0000-000	235.11
			149629798001	054363	COMM SVCS- OFFICE SUPPLIES	
			150840148001	054363	100-6200-6215-2300-0000-000	47.79
				054363	ELEC- OFFICE SUPPLIES	
				054363	520-8000-8001-2300-0921-000	6.05
				054363	520-8000-8002-2300-0921-000	86.19
				054363	COMM SVCS- OFFICE SUPPLIES	
				054363	100-6200-6200-2300-0000-000	18.31
				054363	COMM SVCS- OFFICE SUPPLIES	
				054363	100-6200-6200-2300-0000-000	56.81
				054363	COMM SVCS- OFFICE SUPPLIES	
				054363	100-6200-6200-2300-0000-000	22.62
				054363	COMM SVCS- OFFICE SUPPLIES	
				054363	100-6200-6200-2300-0000-000	2.56
				054363	COMM SVCS- OFFICE SUPPLIES	
				054363	100-6200-6200-2300-0000-000	3.12
					LIB- OFFICE SUPPLIES	

Voucher List
City of Colton

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171863	6/28/2018	045033 OFFICE DEPOT	(Continued)			
			150843425001	054363	100-6200-6250-2300-0000-000 LIB- OFFICE SUPPLIES	264.83
			150843426001	054363	100-6200-6250-2300-0000-000 LIB- OFFICE SUPPLIES	28.42
			151022871001	054363	100-6200-6250-2300-0000-000 LIB- OFFICE SUPPLIES	39.82
			151022986001	054363	100-6200-6250-2302-0000-000 LIB- OFFICE SUPPLIES	323.23
			151036827001	054363	100-6200-6250-2300-0000-000 COMM SVCS- OFFICE SUPPLIES	68.51
			151036955001	054363	100-6200-6203-2301-0000-000 COMM SVCS- OFFICE SUPPLIES	151.00
			151062424001	054363	100-6200-6203-2301-0000-000 COMM SVCS- OFFICE SUPPLIES	11.43
			151069856001	054363	100-6200-6212-2301-0000-000 COMM SVCS- OFFICE SUPPLIES	33.38
			152227442001	054363	100-6200-6212-2301-0000-000 FIN- OFFICE SUPPLIES	34.34
			153496494001	054363	100-6040-6041-2300-0000-000 ELEC- OFFICE SUPPLIES	115.38
			153513258001	054363	526-8000-8035-2301-0921-000 ELEC- OFFICE SUPPLIES	81.86
			155266670-001	054363	526-8000-8035-2301-0921-000 ELEC- CREDIT	67.94
				054363	526-8000-8035-2301-0921-000	-29.99
					Total :	1,942.14
171864	6/28/2018	045033 OFFICE DEPOT	137170266001		PW- OFFICE SUPPLIES	
			137170796001	017868	100-6150-6151-2301-0000-000 PW- OFFICE SUPPLIES	107.74
				017868	100-6150-6151-2301-0000-000	16.04
					Total :	123.78
171865	6/28/2018	092396 ONE SOURCE DISTRIBUTORS	S5829937.001		ELEC- HARDWARE SUPPLIES	
				018687	520-8000-8003-2255-0592-100 520-8000-8003-2255-0592-100	330.00 25.58

Voucher List
City of Colton

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171865	6/28/2018	092396	092396 ONE SOURCE DISTRIBUTORS			
			(Continued)			
171866	6/28/2018	093581	O'REILLY AUTO PARTS			
			3177-107141		AUTOMOTIVE PARTS	
			3177-107562	054362	608-6150-8700-2210-6160-000	249.45
			3177-110613	054362	608-6150-8700-2210-8700-000	57.41
				054362	608-6150-8700-2210-6071-000	129.33
					Total :	355.58
171867	6/28/2018	061374	PARRA, ELVIA			
			REBATE- WASHER		WATER CONSERVATION REBATE	
					521-8100-8110-2041-0000-000	75.00
					Total :	75.00
171868	6/28/2018	094096	PCM GOV, INC.			
			B08341970101		I.S.- MICROSOFT ACCESS LICENSES	
				018800	606-6040-6044-2315-0000-000	6,406.00
					Total :	6,406.00
171869	6/28/2018	041300	POWER PLUS			
			P11618-11		ELEC- ENGINEERING SERVICES	
				017938	520-8000-8002-2350-0923-000	10,562.50
					Total :	10,562.50
171870	6/28/2018	093499	PROFORMA EXPRESS GRAPHICS			
			9015602276		INV- PRINTING SERVICES	
				018702	100-1500-000	733.63
			9015602279		100-1500-000	56.86
				018694	INV- ENVELOPES	
					100-1500-000	236.93
			9015602280		100-1500-000	18.36
				018694	INV- ENVELOPES	
					100-1500-000	575.32
					100-1500-000	44.59
					Total :	1,665.69
171871	6/28/2018	093499	PROFORMA EXPRESS GRAPHICS			
			9015602274		DEV SVCS- PRINTING SERVICES	
				054366	100-6300-6301-2300-0000-000	242.11
					Total :	242.11
171872	6/28/2018	014316	PRUDENTIAL OVERALL SUPPLY			
			22631928		ELEC- UNIFORM RENTAL SERVICES	

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171872	6/28/2018	014316 PRUDENTIAL OVERALL SUPPLY	(Continued)			
				054391	520-8000-8004-1170-0926-000	249.10
				054391	520-8000-8002-2301-0921-000	12.65
			22631929		ELEC- UNIFORM RENTAL SERVICES	
				054391	520-8000-8003-1170-0926-000	154.15
			22631934		ELEC- UNIFORM RENTAL SERVICES	
				054391	520-8000-8009-2225-0548-000	72.80
					Total :	488.70
171873	6/28/2018	061316 RAMIREZ, MARIA	REBATE- A/C TUNE UP		ENERGY EFFICIENCY REBATE	
					526-8000-8035-2041-0930-010	120.00
					Total :	120.00
171874	6/28/2018	033502 RANCHO READY MIX	100211		ST- CONCRETE PRODUCT	
			100951	017869	210-6150-6160-2301-0000-000	464.95
				017869	ST- CONCRETE PRODUCT	
					210-6150-6160-2301-0000-000	682.46
					Total :	1,147.41
171875	6/28/2018	059969 REYNOLDS, DAVID	RENEWAL		DEV SVCS- RENEWAL (INTERNATIONAL	
					100-6300-6302-1160-0000-000	115.00
					Total :	115.00
171876	6/28/2018	093911 RIVERSIDE COUNTY DEPARTMENT OF	AN0000001315		PD- ANIMAL SHELTER SERVICES	
				018096	100-6070-6071-2350-0000-000	14,212.50
					Total :	14,212.50
171877	6/28/2018	003162 RIVERSIDE HIGHLAND WATER CO	01014-01-06/18		W- ASSESSMENT FEES	
					521-8100-8101-2331-0000-000	474.48
					Total :	474.48
171878	6/28/2018	014714 SAN BERNARDINO VALLEY	3171		WW- IEBL LINE	
					522-8200-8200-2651-0000-000	34,424.70
					Total :	34,424.70
171879	6/28/2018	060195 SCHWARTZ, JOEL	RECERTS 2018		REIMBURSE FOR RECERTS	
					522-8200-8200-1161-0000-000	100.00

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171879	6/28/2018	060195 060195 SCHWARTZ, JOEL				
					(Continued)	
					Total :	100.00
171880	6/28/2018	094265 SHED WORLD, INC.	20875			
				018802	C. CARE- VENTILATION SETS	
					206-7200-7203-2301-0000-000	3,108.00
					206-7200-7203-2301-0000-000	240.87
					Total :	3,348.87
171881	6/28/2018	094045 SITEONE LANDSCAPE SUPPLY, LLC	84945494			
			86395558			
				017873	PARKS- LANDSCAPING SUPPLIES	
					100-6150-6205-2301-0000-000	490.95
				018787	INV- LANDSCAPING SUPPLIES	
					100-1500-000	1,746.00
					100-1500-000	135.32
					Total :	2,372.27
171882	6/28/2018	000224 SMART AND FINAL IRIS CO	14082			
			42692			
				054373	C. CARE- GROCERIES	
					206-7200-7202-2305-0000-000	259.85
				054373	C. CARE- FOOD SUPPLIES	
					100-6200-6250-2280-0000-000	27.44
					Total :	287.29
171883	6/28/2018	092670 SO CAL LOCKSMITH	40670			
			40775			
			40804			
				054374	PARKS- LOCK PARTS AND SERVICES	
					100-6150-6205-2301-0000-000	101.18
				054374	ELEC- LOCK PARTS AND SERVICES	
					520-8000-8003-2255-0592-100	11.96
				054374	ELEC- LOCK PARTS AND SERVICES	
					520-8000-8002-2301-0921-000	8.58
					Total :	121.72
171884	6/28/2018	092670 SO CAL LOCKSMITH	40748			
				017920	ST- LOCK PARTS	
					210-6150-6160-2301-0000-000	24.69
					Total :	24.69
171885	6/28/2018	000269 SOUTHERN CALIFORNIA	19756			
			19791			
					ELEC- PROCESSING JOINT POLE	
					520-8000-8002-2255-0592-100	736.33
					JOINT POLE APPLICATIONS	
					520-8000-8002-2255-0592-100	933.86
					Total :	1,670.19

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171886	6/28/2018	000228 SOUTHERN CALIFORNIA EDISON	2-01-522-0452-05/18		STORM W.- ELECTRIC SERVICE	
				017874	722-6150-8215-2320-0000-000	25.98
					Total :	25.98
171887	6/28/2018	003763 SOUTHERN CALIFORNIA EDISON	7500897890		WHOLESALE DISTRIBUTION ACCESS	
					520-8000-8006-2330-0555-700	28,589.52
					Total :	28,589.52
171888	6/28/2018	094259 SOUTHWEST SCHOOL & OFFICE SUPP	PINV0439947		C. CARE- CASTER KIT FOR CABINETS	
				018748	206-7200-7203-2301-0000-000	274.56
					206-7200-7203-2301-0000-000	21.28
			PINV0439948		C. CARE- STORAGE CABINET	
				018753	206-7200-7203-2301-0000-000	1,859.97
					206-7200-7203-2301-0000-000	144.15
					Total :	2,299.96
171889	6/28/2018	094267 SOUTHWEST SITE SERVICES INC.	22034		C. CARE- PORTABLE RESTROOM	
				018774	206-7200-7202-2301-0000-000	651.56
					Total :	651.56
171890	6/28/2018	000234 SQUIRES LUMBER COMPANY	1421		BM- MAINTENANCE MATERIAL	
				054378	605-6150-6211-2250-6205-000	7.33
			1441		ELEC- MAINTENANCE MATERIAL	
				054378	520-8000-8003-2255-0592-100	43.09
			1477		C. CARE- MAINTENANCE MATERIAL	
				054378	206-7200-7203-2301-0000-000	58.40
			1499		COMM SVCS- MAINTENANCE MATERIAL	
				054378	100-6200-6217-2250-0000-000	2.80
			1500		COMM SVCS- MAINTENANCE MATERIAL	
				054378	762-2350-000	127.66
			1512		COMM SVCS- MAINTENANCE MATERIAL	
				054378	100-6200-6217-2250-0000-000	16.69
			1525		C. CLERK- MAINTENANCE MATERIAL	
				054378	206-7200-7203-2301-0000-000	19.38
			1534		C. CLERK- MAINTENANCE MATERIAL	
				054378	206-7200-7203-2301-0000-000	35.08
			KO1444		ELEC- CREDIT	

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171890	6/28/2018	000234 SQUIRES LUMBER COMPANY	(Continued)			
			KO1520	054378	520-8000-8003-2255-0592-100	-43.09
				054378	C. CLERK- MAINTENANCE MATERIAL	
					206-7200-7203-2301-0000-000	116.38
					Total :	383.72
171891	6/28/2018	003079 STATE OF CALIF / JUSTICE DEPT	305254		PD- FINGERPRINTING SERVICES	
				054379	100-6070-6071-2350-0000-000	360.00
					Total :	360.00
171892	6/28/2018	003079 STATE OF CALIF / JUSTICE DEPT	306428		HR- FINGERPRINTING SERVICES	
				054379	100-6030-6030-2342-0000-000	160.00
					Total :	160.00
171893	6/28/2018	092896 SWANK MOTION PICTURES INC.	2518909		DVD RENTAL - MOVIES IN THE PARK	
					100-6200-6202-2241-0000-000	350.00
					Total :	350.00
171894	6/28/2018	002964 THE COUNSELING TEAM	53958		HR- PSYCHOLOGICAL ASSESSMENTS	
				054327	100-6030-6030-2342-0000-000	250.00
					Total :	250.00
171895	6/28/2018	045823 THOMPSON COBURN LLP	MAY 2018		ELEC- LEGAL SERVICES	
				017851	520-8000-8001-2350-0923-000	10,249.35
					Total :	10,249.35
171896	6/28/2018	093146 TIME WARNER CABLE	0566386061218		PD- CABLE SERVICE	
				017913	100-6070-6071-2310-0000-000	292.08
					Total :	292.08
171897	6/28/2018	092152 TRENCH SHORING CO.	1129793-0002		ELEC- EQUIPMENT RENTAL	
			1130110-0001	018436	520-8000-8004-2301-0921-000	137.00
			1130693-0001	018436	ELEC- EQUIPMENT RENTAL	
				018436	520-8000-8004-2301-0921-000	386.00
					Total :	147.50
					Total :	670.50

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171898	6/28/2018	092118 TRIMARK ASSOCAITES INC.	9803161820	017538	ELEC- SOFTWARE MAINTENANCE 520-8000-8009-2225-0548-000	20,000.00 Total : 20,000.00
171899	6/28/2018	092083 ULTRA PRINTING	15689	054383	W- BUSINESS CARDS 521-8300-8300-2300-0000-000	33.40 Total : 33.40
171900	6/28/2018	061373 UNICARE COMMUNITY HEALTH CARE	1091879.015		REFUND FOR SPECIAL EVENT 100-6747-000	200.00 Total : 200.00
171901	6/28/2018	035315 USA BLUE BOOK	565163 578781	018033 018033	W- OPERATING SUPPLIES 521-8100-8101-2411-0000-000 W- OPERATING SUPPLIES 521-8100-8101-2411-0000-000	2,853.62 119.85 Total : 2,973.47
171902	6/28/2018	058950 VASSANTACHART, DALE	REBATE- TOILETS		WATER CONSERVATION REBATE 521-8100-8110-2041-0000-000	225.00 Total : 225.00
171903	6/28/2018	092286 VERIZON WIRELESS	9809121931	017667	ELEC- CELLULAR SERVICES 520-8000-8024-2310-0930-200	682.60 Total : 682.60
171904	6/28/2018	093406 VERIZON WIRELESS	9808239193 9808250979 9808963177	054385 054385 054385	PD- CELLULAR SERVICES 100-6070-6071-2310-0000-000 PD- CELLULAR SERVICES 100-6070-6071-2310-0000-000 I.S- CELLULAR SERVICES 606-6040-6044-2310-0000-000	812.25 1,711.93 38.01 Total : 2,562.19
171905	6/28/2018	033501 VULCAN MATERIALS COMPANY	71825191 71834038	017872 017872	ST- ASPHALT MATERIALS 210-6150-6160-2301-0000-000 ST- ASPHALT MATERIALS 210-6150-6160-2301-0000-000	113.03 113.76

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171905	6/28/2018	033501 VULCAN MATERIALS COMPANY	(Continued) 71843168		ST- ASPHALT MATERIALS 210-6150-6160-2301-0000-000	303.15
			71844884	017872	ST- ASPHALT MATERIALS	
			71850107	017872	210-6150-6160-2301-0000-000	115.94
				017872	ST- ASPHALT MATERIALS 210-6150-6160-2301-0000-000	369.53
					Total :	1,015.41
171906	6/28/2018	049125 WAGNER, ROBERT	REBATE- DISHWASHER		ENERGY EFFICIENCY REBATE 526-8000-8035-2041-0930-010	75.00
					Total :	75.00
171907	6/28/2018	000750 WESCO DISTRIBUTION INC	697985		ELEC INV- WIRE REELS	
				018740	520-1500-154	45,000.00
			701284		520-1500-154	3,487.50
				018740	ELEC INV- WIRE REELS 520-1500-154	101,250.00
			708876		520-1500-154	7,846.88
				018740	ELEC INV- WIRE REELS 520-1500-154	67,500.00
					520-1500-154	5,231.25
					Total :	230,315.63
171908	6/28/2018	000750 WESCO DISTRIBUTION INC	685659		ELEC INV- HARDWARE SUPPLIES	
				018750	520-1500-154	62.00
					520-1500-154	4.81
			689546		ELEC INV- HARDWARE SUPPLIES	
				018750	520-1500-154	1,373.00
					520-1500-154	106.41
			703205		ELEC INV- WIRE REELS	
				018596	520-1500-154	264.00
					520-1500-154	20.46
			705292		ELEC INV- HARDWARE SUPPLIES	
				018750	520-1500-154	220.00
					520-1500-154	17.05
			710630		ELEC INV- HARDWARE SUPPLIES	

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171908	6/28/2018	000750 WESCO DISTRIBUTION INC	(Continued)			
				018750	520-1500-154	98.55
					520-1500-154	7.64
					Total :	2,173.92
171909	6/28/2018	093635 WESTBROOK FENCE INC.	4950			
				018053	BM- REPAIRS TO GATE 605-6150-6211-2250-8004-000	345.00
					Total :	345.00
171910	6/28/2018	003478 WESTERN WATER WORKS SUPPLY	494756-00			
				018730	W- FIRE HYDRANTS 521-1500-000	4,228.40
					521-1500-000	327.70
					Total :	4,556.10
171911	6/28/2018	094257 WESTNET, INC.	25016			
				018707	FIRE- STATION ALERTING SYSTEM 100-6090-6091-3890-0000-000	17,744.78
					Total :	17,744.78
171912	6/28/2018	061375 WILLIAMS, BARRY	REBATE- A/C TUNE UP			
			REBATE- TIMER		ENERGY EFFICIENCY REBATE 526-8000-8035-2041-0930-010	120.00
					WATER CONSERVATION REBATE 521-8100-8110-2041-0000-000	99.00
					Total :	219.00
171913	6/28/2018	045690 WIRZ & COMPANY PRINTING	99226			
			99370	054389	COMM SVCS- POOL SIGNS 100-6200-6203-2354-0000-000	689.60
			99418	054389	COMM SVCS- SWIM CARDS 100-6200-6203-2354-0000-000	48.49
				054389	COMM SVCS- PRINTING SERVICES 762-2350-000	34.48
					Total :	772.57
171914	6/28/2018	060719 WOODS, JACK	EXC MED 17/18			
					COUNCIL- MEDICAL EXPENSE REIMB. 100-6000-6000-1101-0000-000	120.89
					Total :	120.89
171915	6/28/2018	061367 YANEZ, JENNY	REBATE- A/C TUNE UP			
					ENERGY EFFICIENCY REBATE 526-8000-8035-2041-0930-010	69.00

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171915	6/28/2018	061367 061367 YANEZ, JENNY	(Continued)			Total : 69.00
171916	6/28/2018	061147 ZENDEJAS, ADRIANNE	REBATE- WASHER		ENERGY EFFICIENCY REBATE 526-8000-8035-2041-0930-010	75.00 Total : 75.00
229600	6/20/2018	035929 BANK OF AMERICA	STATE 06/21/18		STATE TAXES 762-2010-000	55,832.81 Total : 55,832.81
420000	6/19/2018	000904 CITY OF BURBANK	124426		ELEC- BILLING FOR MAGNOLIA POWER 520-8000-8006-2330-0555-700	29,200.00 Total : 29,200.00
890000	6/21/2018	042999 SO CALIF PUBLIC POWER AUTH, U S BANK A NGRP PINEDALE 0618			ELEC- MONTHLY COSTS & GAS SALES 520-8000-8006-2330-0555-400	37,035.00 Total : 37,035.00
900000	6/21/2018	003753 SO CALIF PUBLIC POWER AUTH, BNY WESTE PV0618			ELEC- MONTHLY POWER COSTS 520-8000-8006-2330-0555-200	66,548.00 Total : 66,548.00
1098919	6/20/2018	003893 ING	PP 06/21/18		457 DEF COMP & LOAN PAYMENT 762-2045-000 762-2040-000	709.50 12,056.98 Total : 12,766.48
2231000	6/20/2018	035929 BANK OF AMERICA	FEDERAL 6/20/18- SUP		FEDERAL TAXES 762-2200-000	6,854.28 Total : 6,854.28
2282000	6/20/2018	035929 BANK OF AMERICA	FEDERAL 06/21/18		FEDERAL TAXES 762-2200-000	154,182.38 Total : 154,182.38
4079000	6/20/2018	035929 BANK OF AMERICA	FEDERAL 6/21/18- SUP		FEDERAL TAXES 762-2200-000	301.80

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
4079000	6/20/2018	035929	035929 BANK OF AMERICA		(Continued)	Total : 301.80
4081000	6/20/2018	035929	BANK OF AMERICA		STATE 6/21/18-SUPPLE	
					STATE TAXES 6/21/18- SUPPLE	
					762-2010-000	126.22
						Total : 126.22
9200000	6/21/2018	003111	SO CALIF PUBLIC POWER AUTH		MAG 0618	
					ELEC- MAGNOLIA POWER PROJECT	
					520-8000-8006-2330-0555-900	165,876.00
						Total : 165,876.00
9300000	6/21/2018	003833	SO CALIF PUBLIC POWER AUTH, %US BANK , MA 0618		ELEC- MONTHLY TRANSMISSION COSTS	
					520-8000-8006-2330-0555-700	53,804.00
						Total : 53,804.00
18328200	6/7/2018	046969	NORESCO		33417	
					ELEC- O & M SERVICES - AGUA MANSA	
					520-8000-8009-2225-0548-000	89,046.03
						Total : 89,046.03
19166300	6/21/2018	060161	SO CALIF PUBLIC POWER AUTH		KBS 0618	
					ELEC- MONTHLY POWER COSTS	
					520-8000-8006-2330-0555-600	-12,837.69
					520-8000-8006-2330-0555-540	52,800.00
						Total : 39,962.31
19166400	6/21/2018	003755	SO CALIF PUBLIC POWER AUTH		MWD 0618	
					ELEC- ENERGY COSTS	
					520-8000-8006-2330-0555-530	32,709.00
						Total : 32,709.00
19166500	6/1/2018	042999	SO CALIF PUBLIC POWER AUTH, U S BANK A NGRP 0618		ELEC- COSTS & GAS SALES	
					520-8000-8006-2330-0555-400	73,750.00
						Total : 73,750.00
19166600	6/21/2018	003111	SO CALIF PUBLIC POWER AUTH		ATSP 0618	
					ELEC MONTHLY POWER COSTS	
					520-8000-8006-2330-0555-540	100,700.00
					520-8000-8006-2330-0555-600	-21,507.31
						Total : 79,192.69
19169900	6/20/2018	092133	AVANGRID RENEWABLES, LLC		69360-CLTN	
					WIND ENERGY DELIVERED	
					520-8000-8006-2330-0555-510	32,567.44

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
19169900	6/20/2018	092133 092133 AVANGRID RENEWABLES, LLC	(Continued)			Total : 32,567.44
22380000	6/20/2018	035929 BANK OF AMERICA	STATE- 6/20/18- SUPP		STATE TAXES 762-2010-000	678.68 Total : 678.68
31808200	6/19/2018	042999 SO CALIF PUBLIC POWER AUTH, U S BANK A NGPP 0618			ELEC MONTHLY COSTS & GAS SALES 520-8000-8006-2330-0555-400	51,602.72 Total : 51,602.72
36623500	6/21/2018	058819 CALIFORNIA INDEPENDENT	2018061931-38754449		ELECTRIC TRANSMISSION SERVICE 520-8000-8006-2330-0555-710 520-7907-000	2,688.48 -1,402.02 Total : 1,286.46
91000000	6/1/2018	003834 SO CALIF PUBLIC POWER AUTH	MP 0618		ELEC- TRANSMISSION COSTS 520-8000-8006-2330-0555-700	7,346.00 Total : 7,346.00
665762018	6/20/2018	003772 STATE OF CALIFORNIA	PP 06/21/18		CHILD SUPPORT PAYMENTS 762-2150-000	2,310.10 Total : 2,310.10
900402145	6/20/2018	093712 SIEMENS INDUSTRY INC.	5610096467		ST- TRAFFIC SIGNAL MAINT.	
			5610098233	018021	210-6150-6160-2460-0000-000	4,165.00
			5610110363	018021	210-6150-6160-2460-0000-000	4,165.00
			5610113976	018021	210-6150-6160-2460-0000-000	4,165.00
			5620012098	018021	210-6150-6160-2460-0000-000	4,165.00
			5620013604	018021	210-6150-6160-2460-0000-000	4,167.53
			5620015344	018021	210-6150-6160-2460-0000-000	24,412.60
			5620017259	018021	210-6150-6160-2460-0000-000	10,952.41

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
900402145	6/20/2018	093712 SIEMENS INDUSTRY INC.	(Continued)			
			5620018347	018021	210-6150-6160-2460-0000-000 ST- TRAFFIC SIGNAL MAINT.	1,567.81
			5620018951	018021	210-6150-6160-2460-0000-000 ST- TRAFFIC SIGNAL MAINT.	4,770.49
			5620019410	018021	210-6150-6160-2460-0000-000 ST- TRAFFIC SIGNAL MAINT.	12,709.58
			5620019756	018021	210-6150-6160-2460-0000-000 ST- TRAFFIC SIGNAL MAINT.	2,350.00
			5620019843	018021	210-6150-6160-2460-0000-000 ST- TRAFFIC SIGNAL MAINT.	14,863.50
				018021	210-6150-6160-2460-0000-000	12,394.87
Total :						104,848.79

160 Vouchers for bank code : boa

Bank total : 2,628,679.46

160 Vouchers in this report

Total vouchers : 2,628,679.46



Stacey Dabbs
Finance Director



Aurelio De La Torre
City Treasurer

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171917	7/2/2018	rm28737 ANDERSON, GAREN	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	233.61 Total : 233.61
171918	7/2/2018	rm69605 APONTE, REUBEN	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	1,284.40 Total : 1,284.40
171919	7/2/2018	rm54027 BACA, RUBEN	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	786.46 Total : 786.46
171920	7/2/2018	rm41128 BADEN, LETITIA	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	606.64 Total : 606.64
171921	7/2/2018	rm82549 BAKER, ANNETTA	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	533.80 Total : 533.80
171922	7/2/2018	rm56638 BAYER, CURTIS	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	1,316.25 Total : 1,316.25
171923	7/2/2018	rm01272 BEACHTEL, MICHAEL	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	714.18 Total : 714.18
171924	7/2/2018	rm61231 BECERRA, CHARLES	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	1,147.65 Total : 1,147.65
171925	7/2/2018	rm14267 BENFIELD, DONALD	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	173.17 Total : 173.17
171926	7/2/2018	rm53442 BENNETT, DEIRDRE	JULY 2018		RETIREE MEDICAL REIMBURSEMENT	

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171926	7/2/2018	rm53442 BENNETT, DEIRDRE	(Continued)		100-6030-6030-1150-0000-000	1,200.60
					Total :	1,200.60
171927	7/2/2018	rm09306 BICKERS, DENNIS	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	661.16
					Total :	661.16
171928	7/2/2018	rm76189 BLINKINSOP, DOUGLAS	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	845.28
					Total :	845.28
171929	7/2/2018	rm53493 BORNESHEUER, BRENDA	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	454.91
					Total :	454.91
171930	7/2/2018	rm96939 BORNESHEUER, ROBBIE	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	660.15
					Total :	660.15
171931	7/2/2018	rm44563 BRADSHAW, LORI	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	323.35
					Total :	323.35
171932	7/2/2018	rm88125 BURROWS, CHARLES	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	654.80
					Total :	654.80
171933	7/2/2018	rm03721 CALDERILLA, JOVITA	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	444.15
					Total :	444.15
171934	7/2/2018	rm32614 CARRION, RICHARD	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	1,147.65
					Total :	1,147.65
171935	7/2/2018	rm44322 CONAWAY, KENNETH	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	528.45

Bank code :		boa									
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount					
171935	7/2/2018	rm44322 rm44322 CONAWAY, KENNETH	(Continued)				Total :				528.45
171936	7/2/2018	rm40061 CONNOLLY, PAUL	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	626.03	Total :				626.03
171937	7/2/2018	rm55912 COOPER, THEODORE	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	455.35	Total :				455.35
171938	7/2/2018	rm41763 CROWE, CHRISTINA	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	197.76	Total :				197.76
171939	7/2/2018	rm67320 DEANTONIO, DANA	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	786.46	Total :				786.46
171940	7/2/2018	rm32059 DEDIANOUS, NOEL	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	1,385.29	Total :				1,385.29
171941	7/2/2018	rm04121 DEVINE, JERRY	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	893.48	Total :				893.48
171942	7/2/2018	rm75521 DREY, ROBERT	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	1,278.75	Total :				1,278.75
171943	7/2/2018	rm88879 ENTWISTLE, ROGER	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	786.46	Total :				786.46
171944	7/2/2018	rm78526 FALCON, GILBERT	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	601.03	Total :				601.03

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171945	7/2/2018	rm44562 FLORES, ADELFA	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	636.05
					Total :	636.05
171946	7/2/2018	rm35786 FLORES, OLIVIA	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	785.35
					Total :	785.35
171947	7/2/2018	rm74117 GAMACHE, LOUIS	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	1,278.75
					Total :	1,278.75
171948	7/2/2018	rm23446 GARCIA, ALONSO	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	509.70
					Total :	509.70
171949	7/2/2018	rm00834 GARCIA, ANTHONY	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	1,147.65
					Total :	1,147.65
171950	7/2/2018	rm77865 GERTH, GREGG	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	1,219.93
					Total :	1,219.93
171951	7/2/2018	rm58919 GLASS, KAYE	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	653.52
					Total :	653.52
171952	7/2/2018	rm95036 GONZALES, FRANK	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	249.30
					Total :	249.30
171953	7/2/2018	rm14995 GONZALES, RICHARD	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	1,469.16
					Total :	1,469.16
171954	7/2/2018	rm77990 GONZALES, ROSEMARIE	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	785.35

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171954	7/2/2018	rm77990 rm77990 GONZALES, ROSEMARIE	(Continued)			Total : 785.35
171955	7/2/2018	rm32105 GRIGG, MITCHELL	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	857.00 Total : 857.00
171956	7/2/2018	rm97058 GRUENZNER, GARY	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	1,147.65 Total : 1,147.65
171957	7/2/2018	rm35990 GUTIERREZ, JOSE	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	1,147.65 Total : 1,147.65
171958	7/2/2018	rm09609 HALL, DAVID	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	499.68 Total : 499.68
171959	7/2/2018	rm26270 HAMP, FRANK	JULY 2018 JUNE 2018- RETRO		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000 RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	1,399.67 336.68 Total : 1,736.35
171960	7/2/2018	rm57796 HENDRIX, THOMAS	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	631.60 Total : 631.60
171961	7/2/2018	rm13436 HEUSTERBERG, RANDALL	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	631.60 Total : 631.60
171962	7/2/2018	rm86489 HORN, WILLIAM	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	173.17 Total : 173.17
171963	7/2/2018	rm46603 HUDSON, DEWAYNE	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	558.94

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171963	7/2/2018	rm46603 rm46603 HUDSON, DEWAYNE	(Continued)			Total : 558.94
171964	7/2/2018	rm29848 HUMPHREY, BRANDON	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	951.82 Total : 951.82
171965	7/2/2018	rm09772 HUTTON, DORAINE	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	585.98 Total : 585.98
171966	7/2/2018	rm77170 HUTTON, JOHN	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	249.30 Total : 249.30
171967	7/2/2018	rm02943 KERSHNER, KYLE	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	1,278.75 Total : 1,278.75
171968	7/2/2018	rm95795 KNOWLES, JOANNE	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	197.76 Total : 197.76
171969	7/2/2018	rm87064 KOAHOU, ALAN	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	1,316.25 Total : 1,316.25
171970	7/2/2018	rm56995 LOFY, NATALIE	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	212.97 Total : 212.97
171971	7/2/2018	rm13762 LUNSFORD, BERNARD	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	626.03 Total : 626.03
171972	7/2/2018	rm50921 MADSEN, MARGARET	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	212.97 Total : 212.97

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171973	7/2/2018	rm76322 MAXWELL, JAMES	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	533.80 Total : 533.80
171974	7/2/2018	rm75787 MC CANN, CHARLES	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	1,278.75 Total : 1,278.75
171975	7/2/2018	rm09565 MCCOY, MICHAEL	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	1,385.29 Total : 1,385.29
171976	7/2/2018	rm28522 MEDINA, MIKE	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	637.00 Total : 637.00
171977	7/2/2018	rm91252 MILLER, ROBERT	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	509.70 Total : 509.70
171978	7/2/2018	rm68250 MILLER, VON ERIC	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	1,278.75 Total : 1,278.75
171979	7/2/2018	rm15529 MIRELES, REYMUNDO	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	1,109.15 Total : 1,109.15
171980	7/2/2018	rm91452 OJEDA, FRANK	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	845.28 Total : 845.28
171981	7/2/2018	rm40996 PACHECO, THOMAS	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	565.35 Total : 565.35
171982	7/2/2018	rm69401 PAY, COLIN	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	951.82

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171982	7/2/2018	rm69401 rm69401 PAY, COLIN	(Continued)			Total : 951.82
171983	7/2/2018	rm86045 PHILPOTT, WILLIAM	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	712.33 Total : 712.33
171984	7/2/2018	rm10854 RAMIREZ, JORGE	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	543.35 Total : 543.35
171985	7/2/2018	rm29885 RAMIREZ, RICHARD	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	857.00 Total : 857.00
171986	7/2/2018	rm09970 RAMOS, HELEN	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	183.34 Total : 183.34
171987	7/2/2018	rm44165 RIVERA, RANDY	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	833.36 Total : 833.36
171988	7/2/2018	rm86312 RODRIGUEZ-MENDOZA, SUSAN	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	444.15 Total : 444.15
171989	7/2/2018	rm49440 ROQUE, JOHN	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	570.50 Total : 570.50
171990	7/2/2018	rm45999 ROQUE, PAULINE	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	570.50 Total : 570.50
171991	7/2/2018	rm08038 RUBIO, GUADALUPE	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	533.80 Total : 533.80

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
171992	7/2/2018	rm14902 SANTA ROSA, PHILIP	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	983.35
					Total :	983.35
171993	7/2/2018	rm89242 SIEGFRIED, ANTHONY	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	791.00
					Total :	791.00
171994	7/2/2018	rm63391 SPROAL, SHARI	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	606.64
					Total :	606.64
171995	7/2/2018	rm33028 STRATTON, JACK	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	558.94
					Total :	558.94
171996	7/2/2018	rm81799 UNDERHILL, JACK	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	1,208.71
					Total :	1,208.71
171997	7/2/2018	rm61099 UPDEGRAFF, GARY	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	659.17
					Total :	659.17
171998	7/2/2018	rm82311 VANDIVER, DEBRA	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	570.50
					Total :	570.50
171999	7/2/2018	rm46493 VELASQUEZ, WILLIAM	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	1,208.71
					Total :	1,208.71
172000	7/2/2018	rm05284 VILLEGAS, LAWRENCE	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	570.50
					Total :	570.50
172001	7/2/2018	rm56255 WAGONER, DONNA	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	566.56

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
172001	7/2/2018	rm56255 rm56255 WAGONER, DONNA	(Continued)			Total : 566.56
172002	7/2/2018	rm87750 WALTERS, MARK	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	712.33 Total : 712.33
172003	7/2/2018	rm80987 WARD, STEVEN	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	1,304.96 Total : 1,304.96
172004	7/2/2018	rm76590 WHITE, CRAIG	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	997.84 Total : 997.84
172005	7/2/2018	rm16652 WILLIAMS, KENNETH	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	845.28 Total : 845.28
172006	7/2/2018	rm56967 YETT, LONNIE	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	395.00 Total : 395.00
172007	7/2/2018	rm49954 ZAMORA, SARAH	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	509.70 Total : 509.70
172008	7/2/2018	rm17376 ZENDEJAS, ROBERT	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	786.46 Total : 786.46
92 Vouchers for bank code : boa						Bank total : 70,096.37
92 Vouchers in this report						Total vouchers : 70,096.37

Bank code : boa

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



Stacey Dabbs
Finance Director



Aurelio De La Torre
City Treasurer

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
172009	7/2/2018	rm56309 GUERRERO, MARTIN	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	681.00
					Total :	681.00
172010	7/2/2018	rm59065 GUZMAN, DAVID	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	1,319.34
					Total :	1,319.34
172011	7/2/2018	rm92256 MARKS, CLIFTON	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	882.78
					Total :	882.78
172012	7/2/2018	rm78295 MUSGRAVES, MICHAEL	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	786.46
					Total :	786.46
172013	7/2/2018	rm66751 NUNN, STEVEN	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	845.28
					Total :	845.28
172014	7/2/2018	rm87066 SHAW, JOHN	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	180.27
					Total :	180.27
172015	7/2/2018	rm51216 WILLMORE, KENT	JULY 2018		RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000	882.78
					Total :	882.78
172016	7/3/2018	047078 HINOJOS, PHILLIP	07/09-07/12/18		ELEC- PER DIEM/MILEAGE (ESRI USER CONF) 520-8000-8002-2280-0930-200	341.36
					Total :	341.36
172017	7/3/2018	059648 AGUILAR, ALYSSA	07/09-07/12/18		ELEC- PER DIEM/MILEAGE (ESRI CONF) 520-8000-8002-2280-0930-200	341.36
					Total :	341.36
172018	7/5/2018	093369 A & I REPROGRAPHICS	CN00028230		W- BONDING/ PAPER FOR BIDS	

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
172018	7/5/2018	093369 A & I REPROGRAPHICS	(Continued)			
				054315	522-8200-8204-3890-0000-000	234.30
					Total :	234.30
172019	7/5/2018	000788 AT & T	2657262158		ELEC- CHARGES FOR FRAME CIRCUIT	
				017665	520-8000-8009-2225-0548-000	447.21
					Total :	447.21
172020	7/5/2018	093665 AAA ELECTRIC MOTOR SALES & SER	RSI-2656		BM- A/C PARTS	
				017629	605-6150-6211-2250-6211-000	217.35
					Total :	217.35
172021	7/5/2018	061213 ACEVES, DANIEL	BOOT ALLOWANCE 2018		W- BOOT ALLOWANCE 2018	
					521-8100-8101-1101-0000-000	134.98
					Total :	134.98
172022	7/5/2018	094153 AMADOR, RAYMOND	07/13/18		PERFORMANCE- CONCERTS IN PARK	
					100-6200-6214-2350-0000-000	769.00
					Total :	769.00
172023	7/5/2018	092985 AMS	19383616-00		BM- LAMINATING AND ACOUSTIC TILE	
			19395642-00	017891	605-6150-6211-2250-6211-000	686.00
				017891	BM- LAMINATING AND ACOUSTIC TILE	
					605-6150-6211-2250-6211-000	133.20
					Total :	819.20
172024	7/5/2018	cbc2551 ANDERSEN, LAUREN	00290135		CLOSING BILL CREDIT	
					520-2450-232	8.74
					Total :	8.74
172025	7/5/2018	046028 AT & T	11518717		BM- TELEPHONE SERVICES	
			9291054755-06/18	054319	605-6150-6211-2320-0000-000	36.50
			9391054753-06/18	054319	TELEPHONE SERVICES	
					520-8000-8024-2310-0930-200	20.27
					TELEPHONE SERVICES	
					520-8000-8024-2310-0930-200	20.27
					TELEPHONE SERVICES	
			9391054769- 06/18	054319	520-8000-8024-2310-0930-200	20.27

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
172025	7/5/2018	046028 AT & T	(Continued)			
			9391054770-06/18	054319	TELEPHONE SERVICES 520-8000-8024-2310-0930-200	38.88
			9391054788-06/18	054319	TELEPHONE SERVICES 520-8000-8009-2225-0548-000	228.60
			9391054798-06/18	054319	TELEPHONE SERVICES 520-8000-8024-2310-0930-200	20.27
			9391054978-05/18	054319	BM- TELEPHONE SERVICES 605-6150-6211-2320-0000-000	20.27
			9391054984-06/18	054319	I.S.- TELEPHONE SERVICES 606-6040-6044-2310-0000-000	20.27
			9391054987-06/18	054319	I.S.- TELEPHONE SERVICES 606-6040-6044-2310-0000-000	105.26
			9391054992-06/18	054319	ELEC- TELEPHONE SERVICES 520-8000-8001-2310-0930-200	283.77
			9391055046-06/18	054319	TELEPHONE SERVICES 520-8000-8024-2310-0930-200	20.27
			9391055052-06/18	054319	TELEPHONE SERVICES 520-8000-8024-2310-0930-200	38.88
			9391055059-05/18	054319	BM- TELEPHONE SERVICES 605-6150-6211-2320-0000-000	16.23
			9391055106-06/18	054319	I.S.- TELEPHONE SERVICES 606-6040-6044-2310-0000-000	117.23
			9391055168-05/18	054319	TELEPHONE SERVICES 520-8000-8024-2310-0930-200	38.88
			9391055180-06/18	054319	TELEPHONE SERVICES 520-8000-8024-2310-0930-200	20.72
			9391055262-06/18	054319	I.S.- TELEPHONE SERVICES 606-6040-6044-2310-0000-000	1,203.95
			9391055270-05/18	054319	TELEPHONE SERVICES 520-8000-8024-2310-0930-200	20.27
			9391055331-06/18	054319	TELEPHONE SERVICES 520-8000-8024-2310-0930-200	20.16
			9391055392-06/18	054319	TELEPHONE SERVICES 520-8000-8001-2310-0930-200	99.08
			9391057038-06/18	054319	I.S.- TELEPHONE SERVICES 606-6040-6044-2310-0000-000	330.23

Voucher List
City of Colton

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
172025	7/5/2018	046028 AT & T	(Continued) 9391059094- 06/18	054319	TELEPHONE SERVICES 520-8000-8009-2225-0548-000	2,252.64
			9391064730-05/18	054319	BM- TELEPHONE SERVICES 605-6150-6211-2320-0000-000	21.16
					Total :	5,014.33
172026	7/5/2018	092211 AT & T SOLUTIONS	4878342400	017764	ELEC- WAN MODEMS SERVICE 520-8000-8009-2225-0548-000	199.32
			4882442400	017764	ELEC- WAN MODEM SERVICE 520-8000-8001-2310-0930-200	148.00
					Total :	347.32
172027	7/5/2018	000205 AT&T	0007919-06/18	054318	I.S.- TELEPHONE SERVICES 606-6040-6044-2310-0000-000	2,288.66
					Total :	2,288.66
172028	7/5/2018	093397 AUTOMATIC TRANSMISSION SERVICE	37971	054321	AUTO- TRANSMISSION REPAIRS 608-6150-8700-2210-6071-000	2,233.24
					Total :	2,233.24
172029	7/5/2018	060911 BARRETT, WILLIAM	#3-T-BASKETBALL-2018		COMM SVCS- BASKETBALL OFFICIAL 100-6200-6204-2350-0000-000	100.00
					Total :	100.00
172030	7/5/2018	094149 BATTERY WORX	87671		AUTO- REPAIRS TO VEHICLE 608-6150-8700-2210-8101-000	200.00
					Total :	200.00
172031	7/5/2018	092411 BAVCO	857489	018681	PARKS- BACKFLOW DEVICE TESTING 100-6150-6205-2301-0000-000	999.78
					Total :	999.78
172032	7/5/2018	061274 BENITEZ, MICHELLE	JUNE 2018- MILEAGE		C. CARE- MILEAGE (JUNE 2018) 206-7200-7202-2280-0000-000	58.97
					Total :	58.97
172033	7/5/2018	003096 BENNETT, DEIRDRE	05/29/18		REFUND 457 CONTRIBUTION	

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
172033	7/5/2018	003096 BENNETT, DEIRDRE	(Continued)		762-2040-000	224.04
						Total : 224.04
172034	7/5/2018	cbc2564 BERNIUS, ALICIA	00631310		CLOSING BILL CREDIT 520-2450-232	50.71
						Total : 50.71
172035	7/5/2018	001527 BEST BEST & KRIEGER	822185		W- LEGAL SERVICES	
						345.27
						1,196.78
						159.00
						787.00
						424.00
						1,145.00
						1,987.50
						609.84
						32,278.52
						8,659.61
						12,914.39
						936.82
						Total : 61,443.73
172036	7/5/2018	046228 BIG MIKE'S ROOTER & PLUMBING,, INC	51932	018020	BM- PLUMBING SERVICES 605-6150-6211-2350-0000-000	352.50

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
172036	7/5/2018	046228	046228 BIG MIKE'S ROOTER & PLUMBING,, INC (Continued)			
					Total :	352.50
172037	7/5/2018	060628	BONILLA, CESAR		REBATE- A/C TUNE UP	
					ENERGY EFFICIENCY REBATE 526-8000-8035-2041-0930-010	120.00
					Total :	120.00
172038	7/5/2018	059913	BOWLER, DARYL		REBATE- A/C TUNE UP	
					ENERGY EFFICIENCY REBATE 526-8000-8035-2041-0930-010	92.00
					Total :	92.00
172039	7/5/2018	017412	CALIF POLICE CHIEFS ASSOC	07/14-07/24/18	PD- TUITION (EXC LEADERSHIP) 100-6070-6071-1160-0000-000	8,800.00
					Total :	8,800.00
172040	7/5/2018	017412	CALIF POLICE CHIEFS ASSOC	10008 10384	PD- MEMBERSHIP DUES (HADDEN) 100-6070-6071-2270-0000-000 PD- MEMBERSHIP DUES 100-6070-6071-2270-0000-000	145.00 1,621.00
					Total :	1,766.00
172041	7/5/2018	045069	CALIFORNIA PARKS & REC SOCIETY	127272- FY19	COMM SVCS- DUES (F. VEGA) 100-6200-6202-2270-0000-000	150.00
					Total :	150.00
172042	7/5/2018	015809	CALOLYMPIC GLOVE &	370370 370370-1 370650	INV- SAFETY SUPPLIES 100-1500-000 100-1500-000 INV- SAFETY SUPPLIES 100-1500-000 100-1500-000 ELEC INV- SAFETY SUPPLIES 520-1500-154 520-1500-154	1,209.90 135.25 206.70 29.54 865.92 96.71
					Total :	2,544.02
172043	7/5/2018	047336	CALPERS EDUCATIONAL FORUM 2016	CONF# HQNZ42MD3SK	FIN- CALPERS EDUCATIONAL FORUM 100-6040-6041-2280-0000-000	349.00

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
172043	7/5/2018	047336	047336 CALPERS EDUCATIONAL FORUM 2016 (Continued)			Total : 349.00
172044	7/5/2018	061384	CASTILLANOS, MINERVA		1091005.015 REFUND CLEANING DEPOSIT 100-6747-000	Total : 200.00
172045	7/5/2018	061232	CISNEROS, ERNEST E.		JULY 18 RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000 324.39 JULY 18-PRESCRIPTION RETIREE PRESCRIPTION DRUG PLAN 100-6030-6030-1150-0000-000 111.30 JUNE 18 RETIREE MEDICAL REIMBURSEMENT 100-6030-6030-1150-0000-000 324.39 JUNE 18-PRESCRIPTION RETIREE PRESCRIPTION DRUG PLAN 100-6030-6030-1150-0000-000 111.30 Total : 871.38	
172046	7/5/2018	033508	CITY OF SAN BERNARDINO		229-228-06/18 W- HYDRANT METER INTER 521-8100-8101-2331-0000-000 4,468.42 Total : 4,468.42	
172047	7/5/2018	033508	CITY OF SAN BERNARDINO		121-93224-06/18 W- HYDRANT METER CHARGES 521-8100-8101-2331-0000-000 795.40 Total : 795.40	
172048	7/5/2018	059832	COLEMAN, JESSICA		1091320.015 REFUND CLEANING DEPOSIT 100-6747-000 200.00 Total : 200.00	
172049	7/5/2018	000882	COLONIAL LIFE & ACCIDENT		9636291-0701497 PREMIUM PROCESSING 762-2020-000 4,326.43 Total : 4,326.43	
172050	7/5/2018	000491	COLTON TRUCK SUPPLY		05P12974 AUTOMOTIVE PARTS 054325 608-6150-8700-2210-8101-000 67.78 Total : 67.78	
172051	7/5/2018	046366	CORONA, MANUEL A.		DEC 2017 COMM SVC- CONTRACT INSTRUCTOR 018102 100-6200-6202-2350-0000-000 1,019.90	

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
172051	7/5/2018	046366 046366 CORONA, MANUELA.			(Continued)	
						Total : 1,019.90
172052	7/5/2018	022608 COX, DVM, KENNETH R	06/26/18		C/S- DOG CLINIC 100-5401-000	380.00
						Total : 380.00
172053	7/5/2018	061085 CR & R, INC	0027487		MUNICIPAL SOLID WASTE DISPOSAL FEES 520-8000-8004-2350-0923-000 100-6150-6160-2350-0000-000 722-6150-8215-2350-0000-000	2,609.12 39,207.34 41,928.24
						Total : 83,744.70
172054	7/5/2018	003952 DAILY JOURNAL CORP	B3136987		W- LEGAL PUBLICATION 521-8100-8101-2340-0000-000 522-8200-8200-2340-0000-000	56.10 56.10
			B3141375		C. CLERK- LEGAL PUBLICATION 100-6010-6010-2340-0000-000	79.99
			B3141401		C. CLERK- LEGAL PUBLICATION 100-6010-6010-2340-0000-000	79.99
						Total : 272.18
172055	7/5/2018	001897 DAN'S LAWNMOWER	157458		ST- WEED ABATEMENT	
			158041	017876	210-6150-6160-2301-0000-000	341.34
			159014	018558	PW- WEED ABATEMENT 100-6150-6205-2301-0000-000	298.58
			159208	018558	PW- WEED ABATEMENT 100-6150-6205-2301-0000-000	341.34
				018778	PARKS- LAWN & GARDEN SUPPLIES 100-6150-6205-2301-0000-000 100-6150-6205-2301-0000-000	10,350.00 802.12
						Total : 12,133.38
172056	7/5/2018	cbc2558 DC SMOG CHECK	01940175		CLOSING BILL CREDIT 520-2450-232	153.30
						Total : 153.30
172057	7/5/2018	043438 DELL COMPUTER CORPORATION	10250073250	054330	ELEC- TONER CARTRIDGE 520-8000-8001-2300-0921-000	194.47

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
172057	7/5/2018	043438	043438 DELL COMPUTER CORPORATION		(Continued)	Total : 194.47	
172058	7/5/2018	059654	DELTA DENTAL INSURANCE COMPANY	BE002869827	DENTAL PREMIUMS 762-2030-000	2,404.91 Total : 2,404.91	
172059	7/5/2018	003660	DELTA DENTAL OF CALIFORNIA	BE002868055	DENTAL PREMIUMS 762-2030-000 100-6030-6030-1150-0000-000	20,190.63 60.13 Total : 20,250.76	
172060	7/5/2018	002587	EDWARD BABCOCK & SONS INC	BE82157-0987 BE82529-0987 BE82582-0987 BE82602-0987 BF80023-0987 BF80111-0987 BF81416-0987	017937 017937 017937 017937 017937 017937 017937	WW- LABORATORY SAMPLING 522-8200-8200-2350-0000-000 WW- LABORATORY SAMPLING 522-8200-8200-2350-0000-000 WW- LABORATORY SAMPLING 522-8200-8200-2350-0000-000 WW- LABORATORY SAMPLING 522-8200-8200-2350-0000-000 WW- LABORATORY SAMPLING 522-8200-8200-2350-0000-000 WW- LABORATORY SAMPLING 522-8200-8200-2350-0000-000 WW- LABORATORY SAMPLING 522-8200-8200-2350-0000-000	647.00 112.00 20.00 71.00 71.00 71.00 71.00 Total : 1,063.00
172061	7/5/2018	039376	ENGINEERING RESOURCES OF S CAL	50615	018619 PW- STREET MODIFICATION PROJECT 218-1804-6970-3890-0000-000	7,115.00 Total : 7,115.00	
172062	7/5/2018	045442	FARCAS, MICHAEL	05/07/18-FUEL 06/12/18-FUEL 06/18/18-FUEL	PD- REIMBURSE FOR FUEL 100-6070-6071-1160-0000-000 PD- REIMBURSE FOR FUEL 100-6070-6071-2210-0000-000 PD- REIMBURSE FOR FUEL 100-6070-6071-2210-0000-000	51.00 74.00 50.04	

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
172062	7/5/2018	045442 045442 FARCAS, MICHAEL			(Continued)	Total : 175.04	
172063	7/5/2018	093526 FAST UNDERCAR	708016		AUTO- REPAIRS TO VEHICLES 608-6150-8700-2210-6071-000	122.04	
			710566		AUTO- REPAIRS TO VEHICLES 608-6150-8700-2210-6071-000	573.33	
			710716		AUTO- REPAIRS TO VEHICLES 608-6150-8700-2210-6071-000	346.68	
			712099		AUTOMOTIVE REPAIRS 608-6150-8700-2210-6071-000	36.20	
			712422		AUTO- REPAIRS TO VEHICLES 608-6150-8700-2210-6071-000	573.33	
			713313		AUTO- REPAIRS TO VEHICLES 608-6150-8700-2210-6071-000	60.89	
			713341		AUTO- REPAIRS TO VEHICLES 608-6150-8700-2210-6071-000	135.97	
					Total :	1,848.44	
172064	7/5/2018	049931 FELIX, LIZA	1088721.015		REFUND CLEANING DEPOSIT 100-6747-000	200.00	
					Total :	200.00	
172065	7/5/2018	046103 FILTER RECYCLING SERVICES INC	69246-E		WW- SEWER SPILL CLEAN UP 522-8200-8200-2350-0000-000	14,941.38	
					Total :	14,941.38	
172066	7/5/2018	093728 FIRE APPARATUS SOLUTIONS	12895		FIRE- VEHICLE MAINTENANCE 100-6090-6091-2210-0000-000	2,992.08	
			12896	017888	FIRE- VEHICLE MAINTENANCE 100-6090-6091-2210-0000-000	95.07	
				017888		Total :	3,087.15
172067	7/5/2018	cbc2553 FLORES, VICTORIA	00540460		CLOSING BILL CREDIT 520-2450-232	162.10	
					Total :	162.10	
172068	7/5/2018	093928 FLYERS ENERGY, LLC	18-715167		FIRE- DIESEL FUEL 100-6090-6091-2210-0000-000	1,799.49	
				054335			

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
172068	7/5/2018	093928 093928 FLYERS ENERGY, LLC			(Continued)	
					Total :	1,799.49
172069	7/5/2018	cbc2545 FRANCE, JEANETTE	00180955		CLOSING BILL CREDIT 520-2450-232	66.96
					Total :	66.96
172070	7/5/2018	017955 GALLS, LLC	BC0620080		FIRE- UNIFORM (K. VALENTIN)	
				018638	100-6090-6091-2301-0000-000	502.14
					100-6090-6091-2301-0000-000	38.92
					Total :	541.06
172071	7/5/2018	000230 GAS COMPANY	057-321-7100-3-0618		BM- GAS SERVICES	
				054338	605-6150-6211-2320-0000-000	5.21
					Total :	5.21
172072	7/5/2018	cbc2565 GASTELUM, RAQUEL	00411345		CLOSING BILL CREDIT 520-2450-232	57.96
					Total :	57.96
172073	7/5/2018	000157 GENUINE AUTO PARTS	217263		AUTOMOTIVE PARTS	
			217505	054339	100-6090-6091-2210-0000-000	68.38
			217509	054339	522-8200-8200-2257-0000-000	21.00
			217986	054339	522-8200-8200-2257-0000-000	26.92
				054339	100-6090-6091-2210-0000-000	31.64
					Total :	147.94
172074	7/5/2018	093069 GLOBALSTAR USA	1.9424696		FIRE- SATTELITE PHONE SERVICE	
				017775	100-6090-6094-2310-0000-000	666.87
					Total :	666.87
172075	7/5/2018	092564 GORM INC.	261013		INV- TRASH CAN LINERS	
				018815	100-1500-000	648.16
					100-1500-000	50.23
					Total :	698.39

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
172076	7/5/2018	000160 GRAYBAR ELECTRIC CO	9304221577	054341	ELEC- ELECTRIC PARTS 520-8000-8003-2301-0921-000	534.60
Total :						534.60
172077	7/5/2018	cbc2560 GRIFFIN-WESTMISTER	02008681		CLOSING BILL CREDIT 520-2450-232	54.05
Total :						54.05
172078	7/5/2018	025906 HOME DEPOT	0255651		FIRE- HARDWARE SUPPLIES	
			3013109	054346	100-6090-6091-2250-0000-000	48.04
			3033623	054345	PW- HARDWARE SUPPLIES 100-6150-6205-2301-0000-000	61.49
				054346	FIRE - HARDWARE SUPPLIES 100-6090-6091-2301-0000-000	53.97
			5591168	054343	COMM SVCS- HARDWARE SUPPLIES 100-6200-6209-2301-0000-000	371.11
			7310928	054346	FIRE - HARDWARE SUPPLIES 100-6090-6091-2301-0000-000	182.52
			733729	054346	FIRE- HARDWARE SUPPLIES 100-6090-6091-2250-0000-000	126.69
			8044813	054346	FIRE - HARDWARE SUPPLIES 100-6090-6091-2301-0000-000	17.22
			8044814	054346	FIRE - HARDWARE SUPPLIES 100-6090-6091-2250-0000-000	98.67
			9021605	054346	FIRE- HARDWARE SUPPLIES 100-6090-6091-2301-0000-000	30.11
			9044679	054346	FIRE - HARDWARE SUPPLIES 100-6090-6091-2250-0000-000	142.38
			9900367	054346	FIRE- HARDWARE SUPPLIES 100-6090-6094-2301-0000-000	525.71
Total :						1,657.91
172079	7/5/2018	000372 HOUR GLASS & MIRROR INC.	33908	054349	BM- SAFETY GLASS 605-6150-6211-2250-6213-000	938.00
Total :						938.00
172080	7/5/2018	094111 IMAGE WEST	357		COMM SVCS -TROPHY FOR ADULT BASKETBALL	

Voucher List
City of Colton

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
172080	7/5/2018	094111 IMAGE WEST	(Continued)		100-6200-6204-2301-0000-000	43.10
					Total :	43.10
172081	7/5/2018	046663 INFOSEND INC.	138317	017724	C/S- UTILITY BILLING AND MAIL SVC 100-6040-6042-2350-0000-000	6,860.97
					Total :	6,860.97
172082	7/5/2018	cbc2557 INZUNZA, HANNA	00640920		CLOSING BILL CREDIT 520-2450-232	116.73
					Total :	116.73
172083	7/5/2018	cbc2567 JOHNSON, DUDLEE	00260830		CLOSING BILL CREDIT 520-2450-232	78.41
					Total :	78.41
172084	7/5/2018	cbc2559 JONES, KELVIN	00791315		CLOSING BILL CREDIT 520-2450-232	211.68
					Total :	211.68
172085	7/5/2018	092954 KOA CORPORATION	JB24151x54	013615	CIP- BRIDGE WIDENING PROJECT 450-1307-6987-3890-0000-000	24,829.16
				013615	450-1307-6900-3890-0000-000	1,402.56
				013615	450-1307-6971-3890-0000-000	1,814.32
			JB24151x55	013615	CIP- BRIDGE WIDENING PROJECT 450-1307-6987-3890-0000-000	10,684.89
				013615	450-1307-6900-3890-0000-000	603.57
				013615	450-1307-6971-3890-0000-000	780.77
			JB24151x56	013615	CIP- BRIDGE WIDENING PROJECT 450-1307-6987-3890-0000-000	18,245.50
				013615	450-1307-6900-3890-0000-000	1,030.66
				013615	450-1307-6971-3890-0000-000	1,333.24
			JB24151x57	013615	CIP- BRIDGE WIDENING PROJECT 450-1307-6987-3890-0000-000	17,282.45
				013615	450-1307-6900-3890-0000-000	976.26
				013615	450-1307-6971-3890-0000-000	1,262.87
			JB24151x58		CIP- BRIDGE WIDENING PROJECT	

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
172085	7/5/2018	092954 KOA CORPORATION	(Continued)			
				013615	450-1307-6987-3890-0000-000	23,270.27
				013615	450-1307-6900-3890-0000-000	1,314.50
				013615	450-1307-6971-3890-0000-000	1,700.41
					Total :	106,531.43
172086	7/5/2018	cbc2546 LAIR, KRISTEN	00170175		CLOSING BILL CREDIT 520-2450-232	166.81
					Total :	166.81
172087	7/5/2018	061366 LESH, MARGARET	REBATE- A/C TUNE UP		ENERGY EFFICIENCY REBATE 526-8000-8035-2041-0930-010	120.00
					Total :	120.00
172088	7/5/2018	032193 LEXIS-NEXIS	1630501-20180531		PD- ADVANCED INVESTIGATIONS	
				018084	100-6070-6071-2350-0000-000	550.45
					Total :	550.45
172089	7/5/2018	094216 LOPEZ, PAULINE	JUNE 18		COMM SVCS- CONTRACT INSTRUCTOR	
				018434	100-6200-6202-2350-0000-000	35.00
					Total :	35.00
172090	7/5/2018	cbc2547 LUCKEY, RENEE	00872063		CLOSING BILL CREDIT 520-2450-232	450.72
					Total :	450.72
172091	7/5/2018	cbc2554 LUEVANO, LORI ANN	02003406		CLOSING BILL CREDIT 520-2450-232	171.69
					Total :	171.69
172092	7/5/2018	061379 MAD SCIENCE OF LOS ANGELES	07/05/18		COMM SVCS- PERFORMER (DAY CAMP) 100-6200-6209-2301-0000-000	510.00
					Total :	510.00
172093	7/5/2018	cbc2544 MADRIGAL, JOHN	00840180		CLOSING BILL CREDIT 520-2450-232	84.20
					Total :	84.20

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
172094	7/5/2018	092449 MANNING & KASS, ELLROD, RAMIREZ, TRESTI	2086.80		RISK- CLAIM EXPENSES	
			534528		607-6040-8601-2290-0000-000	2,086.80
					RISK- CLAIM EXPENSES	
					607-6040-8601-2290-0000-000	3,432.50
					Total :	5,519.30
172095	7/5/2018	cbc2555 MARRERO, ILIANA	00790425		CLOSING BILL CREDIT	
					520-2450-232	6.30
					Total :	6.30
172096	7/5/2018	cbc2552 MCADORY, JEVONNA	00270530		CLOSING BILL CREDIT	
					520-2450-232	83.21
					Total :	83.21
172097	7/5/2018	cbc2548 MILS, SYLVIA	00290180		CLOSING BILL CREDIT	
					520-2450-232	166.90
					Total :	166.90
172098	7/5/2018	092651 MOSS BROS DODGE	1575411	017640	AUTOMOTIVE PARTS	
					608-6150-8700-2210-6071-000	209.39
					Total :	209.39
172099	7/5/2018	cbc2566 MUIRURI, LEAH	00790730		CLOSING BILL CREDIT	
					520-2450-232	60.21
					Total :	60.21
172100	7/5/2018	093388 MUNICIPAL CODE CORPORATION	00309860		C. CLERK- ANNUAL WEB HOSTING	
			00310844		100-6010-6010-2300-0000-000	900.00
					C. CLERK- ADMIN SUPPORT FEE	
					100-6010-6010-2300-0000-000	450.00
					Total :	1,350.00
172101	7/5/2018	cbc2562 MUNOZ, NATALIE	00232210		CLOSING BILL CREDIT	
					520-2450-232	16.89
					Total :	16.89
172102	7/5/2018	048820 NATIONAL ASSN CHIEF OF POLICE	DUES FY 18/19		PD- MEMBERSHIP DUES	
					100-6070-6071-2270-0000-000	60.00

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
172102	7/5/2018	048820 048820 NATIONAL ASSN CHIEF OF POLICE	(Continued)			Total : 60.00
172103	7/5/2018	093220 NESTLE WATERS NORTH AMERICA	18F0021202460	054360	FIRE- BOTTLE WATER SERVICES 100-6090-6091-2301-0000-000	215.44 Total : 215.44
172104	7/5/2018	081164 NGUYEN, PHONG	JULY 17- JUNE 18		FIRE- MEDICAL DIRECTOR SERVICES 100-6090-6091-2350-0000-000	11,000.00 Total : 11,000.00
172105	7/5/2018	092370 NORMAN A TRAUB ASSOCIATES	18036 18036.1		HR- INVESTIGATION SERVICES 100-6030-6030-2350-0000-000 INVESTIGATION SERVICES 100-6030-6030-2350-0000-000	4,560.00 9,920.00 Total : 14,480.00
172106	7/5/2018	045033 OFFICE DEPOT	153958613001	054363	PURCH- OFFICE SUPPLIES 100-6040-6043-2301-0000-000	259.90 Total : 259.90
172107	7/5/2018	092396 ONE SOURCE DISTRIBUTORS	S5852984.001 S5852984.002	018784 018784	ELEC- HARDWARE SUPPLIES 520-1500-154 520-1500-154 ELEC INV- HARDWARE SUPPLIES 520-1500-154 520-1500-154	1,530.00 118.58 102.00 7.91 Total : 1,758.49
172108	7/5/2018	045075 ORIGINAL MOWBRAY'S TREE	25804 26594 26598	018355 018355 017099	PW- TREE TRIMMING MAINTENANCE 100-6150-6160-2350-0000-000 PW- TREE TRIMMING MAINTENANCE 100-6150-6160-2350-0000-000 ELEC- TREE TRIMMING SERVICE 520-8000-8004-2350-0923-000	18,144.00 12,096.00 6,048.00 Total : 36,288.00
172109	7/5/2018	cbc2568 ORONA, VANESSA	00861200		CLOSING BILL CREDIT 520-2450-232	39.40

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
172109	7/5/2018	cbc2568 cbc2568 ORONA, VANESSA	(Continued)			Total : 39.40
172110	7/5/2018	048617 ORTIZ, VICTOR	PARKING 5/24 &11/30		PW- REIMBURSE PARKING FEES 100-6150-6151-2280-0000-000	22.00 Total : 22.00
172111	7/5/2018	013818 OWENS, MARK	EXC MED 17/18		PD- MEDICAL EXPENSE REIMBURSEMENT 100-6070-6071-1100-0000-000	1,000.00 Total : 1,000.00
172112	7/5/2018	001712 PACIFIC ALARM SERVICE	R138291		BM- ALARM SERVICES	
				054392	605-6150-6211-2250-6211-000	26.75
				054392	605-6150-6211-2250-7203-000	26.75
			R138936		BM- ALARM SERVICES	
				054392	605-6150-6211-2250-8001-000	134.50
			R138937		BM- ALARM SERVICES	
				054392	605-6150-6211-2250-8001-000	41.50
			R138938		BM- ALARM SERVICES	
				054392	605-6150-6211-2250-8001-000	254.50
			R138939		BM- ALARM SERVICES	
				054392	605-6150-6211-2250-6211-000	79.00
			R138940		BM- ALARM SERVICES	
				054392	605-6150-6211-2250-6250-000	57.00
			R138941		BM- ALARM SERVICES	
				054392	605-6150-6211-2250-8001-000	104.50
			R138942		BM- ALARM SERVICES	
				054392	605-6150-6211-2250-6211-000	162.00
			R138943		BM- ALARM SERVICES	
				054392	605-6150-6211-2250-6202-000	279.00
			R138944		BM- ALARM SERVICES	
				054392	605-6150-6211-2250-7202-000	61.00
			R138945		BM- ALARM SERVICES	
				054392	605-6150-6211-2250-6211-000	61.50
				054392	605-6150-6211-2250-8101-000	61.50
			R138946		BM- ALARM SERVICES	
				054392	605-6150-6211-2250-6211-000	61.00
			R138947		BM- ALARM SERVICES	

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
172112	7/5/2018	001712	PACIFIC ALARM SERVICE (Continued)			
			R138948	054392	605-6150-6211-2250-8001-000 BM- ALARM SERVICES	111.00
			R138949	054392	605-6150-6211-2250-8001-000 BM- ALARM SERVICES	210.00
			R138950	054392	605-6150-6211-2250-6211-000 BM- ALARM SERVICES	43.50
			R138951	054392	605-6150-6211-2250-6250-000 BM- ALARM SERVICES	147.00
			R138952	054392	605-6150-6211-2250-6213-000 BM- ALARM SERVICES	48.50
			R138953	054392	605-6150-6211-2250-6250-000 BM- ALARM SERVICES	41.00
			R138954	054392	605-6150-6211-2250-6213-000 BM- ALARM SERVICES	183.00
			R138955	054392	605-6150-6211-2250-6211-000 BM- ALARM SERVICES	164.50
			R138957	054392	605-6150-6211-2250-8001-000 BM- ALARM SERVICES	88.00
			R138958	054392	605-6150-6211-2250-6071-000 BM- ALARM SERVICES	58.00
			R138959	054392	605-6150-6211-2250-6071-000 BM- ALARM SERVICES	48.50
			R138960	054392	605-6150-6211-2250-6071-000 BM- ALARM SERVICES	39.50
			R138961	054392	605-6150-6211-2250-6071-000 BM- ALARM SERVICES	92.50
			R138962	054392	605-6150-6211-2250-6071-000 BM- ALARM SERVICES	38.50
			R138963	054392	605-6150-6211-2250-8200-000 BM- ALARM SERVICES	365.50
				054392	605-6150-6211-2250-6211-000	26.75
			R138964	054392	605-6150-6211-2250-7203-000 BM- ALARM SERVICES	26.75
			R138965	054392	605-6150-6211-2250-6218-000 BM- ALARM SERVICES	132.00
				054392	605-6150-6211-2250-8101-000	134.00

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
172112	7/5/2018	001712 001712 PACIFIC ALARM SERVICE	(Continued)			Total : 3,409.00
172113	7/5/2018	092540 PRAXAIR DISTRIBUTION	83514517	017658	ELEC- VARIOUS GASES 520-8000-8009-2225-0548-000	344.05 Total : 344.05
172114	7/5/2018	018491 PRINTING & PROMOTION PLUS, INC	67971 68319 68717		PD- SOFTWARE SUBSCRIPTION 100-6070-6071-2300-0000-000 FIRE- NOTICE TO ABATE BOOKLETS 100-6090-6092-2270-0000-000 FIRE- WRAP AROUND BOOKLETS 100-6090-6091-2301-0000-000	118.86 338.11 179.05 Total : 636.02
172115	7/5/2018	093896 PRISTINE UNIFORMS	6116	017911	PD- UNIFORM (W. HARRIS) 100-6070-6071-1170-0000-000	51.71 Total : 51.71
172116	7/5/2018	094044 R. F. DICKSON	2509149	018163	PW- STREET SWEEPING SERVICES 100-6150-6160-2350-0000-000	17,972.50 Total : 17,972.50
172117	7/5/2018	046372 RACEWAY FORD	758276 759123 760080	018781 018781 018781	AUTOMOTIVE REPAIRS 608-6150-8700-2210-6071-000 AUTOMOTIVE REPAIRS 608-6150-8700-2210-6071-000 608-6150-8700-2210-6071-000 AUTOMOTIVE REPAIRS 608-6150-8700-2210-6071-000 608-6150-8700-2210-6071-000	110.00 60.68 5.31 822.48 23.84 Total : 1,022.31
172118	7/5/2018	048283 RANDOLPH, ROBERT	07/09-07/20/18		PD- PER DIEM (SUPERVISORY COURSE) 100-6070-6071-1160-0000-000	470.00 Total : 470.00
172119	7/5/2018	pc14 REGINA HAWKINS	PC- HR- 06/27/18		HR- REPLENISH PETTY CASH 100-6030-6030-2342-0000-000	204.12

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
172119	7/5/2018	pc14 REGINA HAWKINS	(Continued)		100-6030-6030-2300-0000-000	43.30
					Total :	247.42
172120	7/5/2018	cbc2277 RM II LLC	00970355		CLOSING BILL CREDIT 520-2450-232	91.43
					Total :	91.43
172121	7/5/2018	014930 ROBERTSON'S	208884	054370	W- CONCRETE MATERIAL 521-8100-8101-2301-0000-000	330.90
					Total :	330.90
172122	7/5/2018	061383 ROSALES, DALILA	1091972.015		REFUND SWIM LESSONS 100-6725-000	54.00
					Total :	54.00
172123	7/5/2018	pc02 RYMER, CHRIS	PC-C.CARE- 06/21/18		PETTY CASH REPLENISHMENT 206-7200-7203-2304-0000-000 206-7200-7203-2301-0000-000 206-7200-7203-2250-0000-000	66.27 70.30 7.95
					Total :	144.52
172124	7/5/2018	061296 SAINZ, HAYDEE	EXC MED 17/18		MEDICAL EXPENSE REIMBURSEMENT 607-6040-8601-1101-0000-000	220.26
					Total :	220.26
172125	7/5/2018	cbc2561 SALDIVAR, ALEJANDRO	00620100		CLOSING BILL CREDIT 520-2450-232	53.62
					Total :	53.62
172126	7/5/2018	cbc2550 SANCHEZ, CHRISTOL	00560255		CLOSING BILL CREDIT 520-2450-232	197.17
					Total :	197.17
172127	7/5/2018	cbc2556 SEAY, LABAN	00841850		CLOSING BILL CREDIT 520-2450-232	10.31
					Total :	10.31

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
172128	7/5/2018	061382 SHEARER, GERALD	00480085		LEVEL PAY PLAN REFUND 520-2450-232	397.02 Total : 397.02
172129	7/5/2018	094045 SITEONE LANDSCAPE SUPPLY, LLC	86243274	054372	W- LANDSCAPING SUPPLIES 521-8100-8110-4930-0000-000	50.76 Total : 50.76
172130	7/5/2018	061380 SKY 3 ENTERTAINMENT	07/06/18		PERFORMANCE- CONCERTS IN PARK 100-6200-6214-2350-0000-000	769.00 Total : 769.00
172131	7/5/2018	093494 SMART HIRE	44870		HR- BACKGROUND CHECK 100-6030-6030-2342-0000-000	568.50 Total : 568.50
172132	7/5/2018	093920 SMITH, JODY	#1-T-BASKETBALL-2018		COMM SVCS- BASKETBALL OFFICIAL 100-6200-6204-2350-0000-000	100.00 Total : 100.00
172133	7/5/2018	093784 SO CAL INDUSTRIES	085551		COMM SVCS- RESTROOM RENTALS 762-2350-000	511.82 Total : 511.82
172134	7/5/2018	092670 SO CAL LOCKSMITH	60701	054374	BM- LOCK PARTS AND SERVICES 605-6150-6211-2250-6211-000	597.37 Total : 597.37
172135	7/5/2018	cbc2549 SOTO, ROSALIE	02003206		CLOSING BILL CREDIT 520-2450-232	16.35 Total : 16.35
172136	7/5/2018	000234 SQUIRES LUMBER COMPANY	1240	018076	PARKS- MAINTENANCE MATERIAL 100-6150-6205-2301-0000-000	60.35
			1241	018076	PARKS- MAINTENANCE MATERIAL 100-6150-6205-2301-0000-000	11.82
			1245	018075	ST- MAINTENANCE MATERIAL 210-6150-6160-2301-0000-000	5.30

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
172136	7/5/2018	000234 SQUIRES LUMBER COMPANY	(Continued)			
			1246	018075	ST- MAINTENANCE MATERIAL 210-6150-6160-2301-0000-000	0.64
			1272	018075	ST- MAINTENANCE MATERIAL 210-6150-6160-2301-0000-000	5.17
			1276	018076	PARKS- MAINTENANCE MATERIAL 100-6150-6205-2301-0000-000	40.05
			1277	018075	ST- MAINTENANCE MATERIAL 210-6150-6160-2301-0000-000	7.71
			1288	018076	PARKS- MAINTENANCE MATERIAL 100-6150-6205-2301-0000-000	26.92
			1290	018076	PARKS- MAINTENANCE MATERIAL 100-6150-6205-2301-0000-000	2.96
			1304	018076	PARKS- MAINTENANCE MATERIAL 100-6150-6205-2301-0000-000	8.57
			1373	018076	PARKS- MAINTENANCE MATERIAL 100-6150-6205-2301-0000-000	19.37
			1376	018076	PARKS- MAINTENANCE MATERIAL 100-6150-6205-2301-0000-000	11.68
			1385	018075	ST- MAINTENANCE MATERIAL 210-6150-6160-2301-0000-000	38.82
			1401	018075	ST- MAINTENANCE MATERIAL 210-6150-6160-2301-0000-000	7.28
			1426	018076	PARKS- MAINTENANCE MATERIAL 100-6150-6205-2301-0000-000	264.89
			1481	018075	ST- MAINTENANCE MATERIAL 210-6150-6160-2301-0000-000	7.63
			207	018075	ST- MAINTENANCE MATERIAL 210-6150-6160-2301-0000-000	2.42
					Total :	521.58
172137	7/5/2018	000234 SQUIRES LUMBER COMPANY	1382	054378	WW- MAINTENANCE MATERIAL 522-8200-8200-2257-0000-000	92.63
			1396	054378	WW- MAINTENANCE MATERIAL 522-8200-8200-2257-0000-000	18.92
					Total :	111.55

Bank code : boa

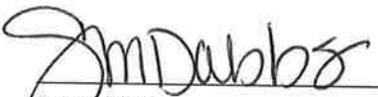
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
172138	7/5/2018	003203 STATE OF CALIFORNIA	FTB-00000592		PD- FTB- OFFSETS 100-6070-6071-2315-0000-000	231.43 Total : 231.43
172139	7/5/2018	cbc2569 SUNPOWER CORP SYSTEMS	02010491		CLOSING BILL CREDIT 521-2450-000	711.81 Total : 711.81
172140	7/5/2018	092896 SWANK MOTION PICTURES INC.	2521383		DVD RENTAL - MOVIES IN THE PARK 100-6200-6202-2241-0000-000	350.00 Total : 350.00
172141	7/5/2018	cbc2563 TAYLOR, TINA	00131720		CLOSING BILL CREDIT 520-2450-232	16.85 Total : 16.85
172142	7/5/2018	002964 THE COUNSELING TEAM	54060	054327	HR- COUNSELING SERVICES 100-6030-6030-2342-0000-000	720.00 Total : 720.00
172143	7/5/2018	059602 THE STANDARD INSURANCE COMPANY	JULY 2018		VSP PLAN PREMIUMS 762-2015-000 100-6030-6030-1150-0000-000	1,711.44 6.96 Total : 1,718.40
172144	7/5/2018	094243 TIFFANY HERRMANN	07/11/18		COMM SVCS- PETTING ZOO EVENT 100-6200-6209-2301-0000-000	300.00 Total : 300.00
172145	7/5/2018	059542 TREJO, ERIKA	1091460.015		REFUND CLEANING DEPOSIT 100-6747-000	200.00 Total : 200.00
172146	7/5/2018	092369 UNITED RENTALS	156142867-001	018728	PW- DOG PARK PROJECT 248-6200-6205-3890-0000-000 248-6200-6205-3890-0000-000	442.77 29.89 Total : 472.66

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
172147	7/5/2018	046809 US POSTAL SERVICE	2518- FY 18/19		C. CLERK- STANDARD MAIL PERMIT FEE 100-6010-6010-2404-0000-000	225.00
Total :						225.00
172148	7/5/2018	061381 VASQUEZ, DIANA	1092092.015		REFUND SWIM LESSONS 100-6725-000	16.00
Total :						16.00
172149	7/5/2018	060801 VEGA, JONATHAN	BOOT ALLOWANCE 2018		ELEC- BOOT ALLOWANCE 2018 520-8000-8004-1101-0926-000	275.00
Total :						275.00
172150	7/5/2018	093406 VERIZON WIRELESS	9809336188		ELEC- CELLULAR SERVICES	
				054385	520-8000-8009-2225-0548-000	152.52
				054385	520-8000-8001-2310-0930-200	620.45
			9809336192		ELEC- CELLULAR SERVICES	
				054385	520-8000-8001-2310-0930-200	287.86
			9809336193		ELEC- CELLULAR SERVICES	
				054385	520-8000-8004-2301-0921-000	402.39
				054385	520-8000-8001-2310-0930-200	351.21
			9809336194		ELEC- CELLULAR SERVICES	
				054385	520-8000-8009-2225-0548-000	840.27
			9809336204		CM- CELLULAR SERVICES	
				054385	100-6000-6000-2310-0000-000	213.64
			9809336205		CM- CELLULAR SERVICES	
				054385	100-6000-6000-2310-0000-000	111.72
			9809336206		CM- CELLULAR SERVICES	
				054385	100-6020-6020-2310-0000-000	63.54
Total :						3,043.60
172151	7/5/2018	043535 VFTS DISTRIBUTORS	10012445		AUTOMOTIVE PARTS	
				017789	608-6150-8700-2301-0000-000	440.16
Total :						440.16
172152	7/5/2018	061370 WEBER, STAN	REBATE- A/C REPLACE		ENERGY EFFICIENCY REBATE 526-8000-8035-2041-0930-010	1,000.00
Total :						1,000.00

Bank code : boa

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
172153	7/5/2018	093330 WINZER CORPORATION	6142590		INV- CLEANING SUPPLIES		
				018747	100-1500-000	18.01	
					100-1500-000	232.37	
					100-1500-000	17.00	
					Total :	267.38	
172154	7/5/2018	045690 WIRZ & COMPANY PRINTING	99526		COMM SVCS- T-SHIRTS		
				018775	100-6200-6214-2301-0000-000	85.25	
					100-6200-6214-2301-0000-000	1,100.00	
					Total :	1,185.25	
146 Vouchers for bank code : boa						Bank total :	491,808.60
146 Vouchers in this report						Total vouchers :	491,808.60



 Stacey Dabbs
 Finance Director



 Aurelio De La Torre
 City Treasurer

THIS PAGE WAS INTENTIONALLY LEFT BLANK

STAFF REPORT

DATE: JULY 17, 2018
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
 FROM: BILL SMITH, CITY MANAGER *BS*
 PREPARED BY: STACEY DABBS, FINANCE DIRECTOR *SD*
 SUBJECT: AUTHORIZATION OF THE 2018-2019 ANNUAL SPECIAL TAX FOR
 COMMUNITY FACILITIES DISTRICT (CFD) 90-1

RECOMMENDED ACTION

It is recommended that the City Council approve Resolution R-78-18 authorizing the 2018-2019 Annual Special Tax Levy for CFD 90-1.

BACKGROUND

Pursuant to the Mello-Roos Community Facilities Act of 1982, at various times in the past the City Council approved the issuance of bonds for the purpose of funding infrastructure improvements within certain established boundaries, or districts. These districts are identified as Community Facilities District (CFD) 90-1. Property owners within the CFDs are obligated to pay the debt service and administrative costs related to the bonds as those properties benefited from the improvements. Annual taxes placed on the tax roll are the mechanism used to fund all costs.

ISSUES/ANALYSIS

The outstanding bonds are not an obligation of the City. The City acts in a fiduciary capacity by administering the levy and subsequent collection of the annual assessments. In turn, the City uses the revenue from the annual assessments to pay the debt and related costs on behalf of the property owners.

FISCAL IMPACTS

The collected revenues are restricted and thus are accounted for in a separate fund for each respective CFD, along with the related debt service payments and administrative expenditures. These funds are invested in separate bank accounts and/or administered by a third party fiscal agent.

The recommended 2018-19 tax levies, by district, are as follows:

CFD Area	2018-19 Annual Levy	Description
CFD 90-1	\$269,638.50	Minimal change in the levy over FY 2017-18.

ALTERNATIVES

1. Provide alternative direction to staff.

ATTACHMENTS

City Resolution No. R-78-18 for CFD 90-1

RESOLUTION NO. R-78-18

**A RESOLUTION OF THE CITY COUNCIL OF COLTON, CALIFORNIA
AUTHORIZING THE LEVY OF A SPECIAL TAX IN COMMUNITY
FACILITIES DISTRICT NO. 90-1 FOR FISCAL YEAR 2018/2019.**

WHEREAS, the CITY COUNCIL of the CITY OF COLTON, CALIFORNIA previously undertook proceedings to form a community facilities district (this Community Facilities District is designated as COMMUNITY FACILITIES DISTRICT NO. 90-1 and is referred to herein as the "District"), and conducted an election and received a favorable vote from the qualified electors authorizing the levy of a special tax in the District, all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982", being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the "Act"); and

WHEREAS, the Act authorized the City Council to levy the special taxes at the rate and apportion them in the manner as approved by the qualified electors and further authorized the City Council to thereafter provide, by resolution, for the levy of the special tax in the current tax year or future tax years at the same rate or at a lower rate than the rate provided by the ordinance; and

WHEREAS, the City Council desires to authorize the levy of the special tax by resolution for the current and all future tax years.

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

SECTION 1. That the above recitals are all true and correct.

SECTION 2. That the City Council does, by the passage of this resolution, authorize the levy of special taxes at the rate and formula as set forth in Exhibit "A" attached hereto, referenced and so incorporated.

SECTION 3. That the City Council is hereby further authorized, by Resolution, to

determine the specific special tax rate and amount to be levied for the then current tax year or future tax years, except that the special tax rate to be levied shall not exceed that as set forth in Exhibit "A", but the special tax may be levied at a lower rate.

SECTION 4. The proceeds of the above authorized and levied special tax may only be used to pay, in whole or in part, the costs of the following:

- A. Payment of principal of and interest on any outstanding authorized bonded indebtedness;
- B. Necessary replenishment of bond reserve funds or other reserve funds;
- C. Payment of costs and expenses of authorized public facilities;
- D. Repayment of advances and loans, as appropriate; and
- E. Payment of District administrative costs.

The proceeds of the special tax shall be used as set forth above, and shall not be used for any other purpose.

SECTION 5. The above authorized special tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall be subject to the same penalties and the same procedure, sale and lien priority in case of delinquency as is provided for ad valorem taxes, and the Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any such special tax.

SECTION 6. The above authorized special tax shall be secured by the lien imposed pursuant to Sections 3114.5 and 3115.5 of the Streets and Highways Code of the State of California, which lien shall be a continuing lien and shall secure each levy of the special tax. The lien of the special tax shall continue in force and effect until the special tax obligation is prepaid, permanently satisfied and canceled in accordance with Section 53344 of the Government Code of the State of California or until the special tax ceases to be levied by the Legislative body of the local Agency in the manner provided in Section 53330.5 of said Government Code.

SECTION 7. This Resolution shall take effect upon its adoption under the specific

1 authorization of Government Code Section 53340 and as the levy of taxes for the usual and
2 current expenses of the District as provided by Government Code Section 36937 (d).

3 **SECTION 8.** The City Clerk shall sign this Resolution and shall cause the same to
4 be published within fifteen (15) days after its passage at least once in a newspaper of general
5 circulation published and circulated in this City.
6

7
8 **PASSED, APPROVED AND ADOPTED THIS 17th DAY OF JULY 2018.**
9

10
11 _____
Richard A. DeLaRosa
Mayor

12 ATTEST:

13 _____
14 Carolina R. Padilla
City Clerk
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29

Exhibit A

City of Colton	
2018/19 Special Tax Levy Community Facilities District 90-1	
Levy Components	2018/19
PRINCIPAL AND INTEREST	
Principal	\$225,000.00
Interest	<u>34,875.00</u>
TOTAL	\$259,875.00
ADMINISTRATION COSTS	
City Staff and Expenses	\$7,000.00
County Auditor and Assessor Fees	1.20
Registrar/Transfer/Paying Agent Fees	2,900.00
Consulting Services and Expenses	3,615.00
Delinquency Management Allowance	<u>0.00</u>
TOTAL	\$13,516.20
Total Principal, Interest and Admin Costs	\$273,391.20
ADJUSTMENTS APPLIED TO LEVY	
Miscellaneous/ Adjustment Credit	<u>(\$3,752.70)</u>
TOTAL	(\$3,752.70)
TOTAL CHARGE	
Special Tax Requirement	\$269,638.50
Applied Charge at Projected Rate	\$269,638.48
Difference (due to rounding)	\$0.02
SPECIAL TAX RATES *	
Square Footage of Taxable Commercial Land	217,265
Maximum Special Tax Rate per square foot	\$2.30134
Projected Special Tax Rate per square foot for 2018/19	\$1.24106

* The projected special tax rate is based on the proposed budget shown and reflects a 0.00% change over the prior year's levy.



STAFF REPORT

ITEM NO. 7

DATE: JULY 17, 2018
TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
FROM: BILL SMITH, CITY MANAGER *BS*
PREPARED BY: JACQUELINE SHOOK, DEPUTY CITY CLERK *JAS*
SUBJECT: BIENNIAL REVIEW OF THE CITY'S CONFLICT OF INTEREST CODE

RECOMMENDED ACTION

It is recommended that the City Council direct the review of the City's Conflict of Interest Code and the filing of a Biennial Notice with the City Clerk regarding such review, as required by the Political Reform Act.

BACKGROUND

The Political Reform Act of 1974, Government Code Section 81000 et seq. (the "Act"), requires all public agencies to adopt and maintain a conflict of interest code. The primary effect of the code is to establish disclosure requirements for various government positions involved in the requisite level of decision-making as set forth in the Act. The Act requires each city to adopt a local conflict of interest code designating city positions not otherwise designated in the Act itself, that are involved in making or participating in the making of city decisions at all levels of city government.

The Act further requires that agencies, including cities, regularly review and update their codes as necessary as directed by their code-reviewing bodies or when change is necessitated by changed circumstances. (Gov. Code §§ 87306, 87306.5). The City Council is the code-reviewing body for the City's Code and must direct the biennial review of its Conflict of Interest Code ("Code"). The Act also requires that the City Manager file a statement regarding the results of the review no later than October 1 of the same year. If a change in the Code is necessitated by this review, it must be submitted to the City Council for approval within ninety (90) days of the filing of the Local Agency Biennial Notice with the City Clerk. (Gov. Code § 87303, 87306.5).

ISSUES/ANALYSIS

None.

FISCAL IMPACTS

No direct fiscal impact, however staff time will need to be dedicated to managing and reporting required under the new rules.

ALTERNATIVES

1. Provide alternative direction to staff.



STAFF REPORT

ITEM NO. 8

DATE: JULY 17, 2018
TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
FROM: BILL SMITH, CITY MANAGER *BS*
PREPARED BY: MARK TOMICH, DEVELOPMENT SERVICES DIRECTOR *MT*
SUBJECT: BUDGET APPROPRIATION FOR PURPOSES OF CUSTOMER SERVICE TRAINING

RECOMMENDED ACTION

Staff recommends that the City Council approve and adopt Resolution No. R-72-18 authorizing appropriation of \$7,850 from General Fund Reserves to Development Services/Planning/Travel & Meetings Account No. 100-6300-6301-2280 for purposes of providing customer service training.

BACKGROUND

It has been determined by the consensus of City Council, City Manager and Development Services Director that customer service training should be provided for Development Services staff to supplement their skills in interacting with their customers. The adopted FY 2018-19 Development Services/Planning Division budget allocates \$6,800 for "Travel & Meetings," which is the account from which customer service training would be funded.

ISSUES/ANALYSIS

The FY 2018-19 Development Services/Planning Division budget of for "Travel & Meetings" is insufficient to fund the provision of customer service training for Development Services staff. This account funds staff attendance at professional conferences and training workshops, including maintenance of professional certifications. The 2016 Management Audit of the Development Services Department by Zucker Systems recommended that the training budget be 2% of the personnel budget (current budgeted level is under 1%).

The cost estimate for two days of direct customer service training by "Measure-X" (the same consultant which provided productive customer service training for Customer Service staff), is \$7,850, including travel costs. In order to continue funding of conference and training, including associated travel, at current levels while adding the cost of customer service training, additional funds will need to be appropriated from General Fund Reserves.

FISCAL IMPACT

If approved, the Budget Appropriation will increase the Development Services Department's FY2018-19 Planning Division budget for Travel & Meetings from \$6,800 to \$14,650 – a \$7,850 increase to Account No. 100-6300-6301-2280.

ALTERNATIVES

1. Provide alternative direction to staff.

ATTACHMENTS

1. Resolution No. R-72-18, Appropriating General Fund Reserves to Development Services/Planning/Travel & Meetings Account

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

RESOLUTION NO. R-72-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLTON AUTHORIZING APPROPRIATION OF \$7,850 FROM GENERAL FUND RESERVES TO DEVELOPMENT SERVICES/PLANNING/TRAVEL & MEETINGS ACCOUNT FOR PURPOSES OF CUSTOMER SERVICE TRAINING

WHEREAS, the City Council of the City of Colton desires to provide customer service training for Development Services Department staff who provide services to the public; and

WHEREAS, the Fiscal Year 2018-19 Development Services Department budget has designated \$6,800 for purposes of providing conference, training and travel for Development Services staff; and

WHEREAS, the budgeted amount is insufficient to fund the customer service training desired by the City during the current fiscal year.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Colton does hereby find, determine and declare as follows:

SECTION 1. Resolution No. R-45-18, which adopted the Budget for the Fiscal Year commencing July 1, 2018 and ending June 30, 2019 is hereby amended to appropriate \$7,850 from General Fund Reserves to General Fund/Development Services/Planning/Travel & Meetings Account No. 100-6300-6301-2280.

PASSED, APPROVED, AND ADOPTED this 17th day of July, 2018.

RICHARD A. DELAROSA
Mayor

ATTEST:

CAROLINA R. PADILLA
City Clerk

THIS PAGE WAS INTENTIONALLY LEFT BLANK



STAFF REPORT

DATE: JULY 17, 2018
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
 FROM: BILL SMITH, CITY MANAGER
 PREPARED BY: MARK TOMICH, DEVELOPMENT SERVICES DIRECTOR
 SUBJECT: AMENDED AND RESTATED CONSERVATION EASEMENT FOR LONG-TERM STEWARDSHIP OF CONSERVATION LAND WITHIN THE WEST VALLEY HABITAT CONSERVATION PLAN

RECOMMENDED ACTION

It is recommended that the City Council authorize the City Manager to execute the Amended and Restated Conservation Easement for the West Valley Habitat Conservation Plan in favor of the Rivers and Lands Conservancy by adopting a Resolution entitled:

A RESOLUTION OF THE CITY OF COLTON CITY COUNCIL APPROVING AN AMENDED AND RESTATED CONSERVATION EASEMENT FOR THE WEST VALLEY HABITAT CONSERVATION PLAN IN FAVOR OF THE RIVERS AND LANDS CONSERVANCY

BACKGROUND

On February 2, 2015, the U.S. Fish & Wildlife Service (“Service”) issued an Incidental Take Permit for the Delhi Sands Flower-loving Fly pursuant to the provisions of the West Valley Habitat Conservation Plan (HCP). The HCP was adopted by the City Council the following day.

The HCP includes several implementation provisions, including provisions for monitoring and management of habitat conservation areas. Section 5.5.3 of the HCP states that “*the City will enter into an agreement with the Riverside Land Conservancy (RLC) or other Service approved land management entity within 1 year of issuance of the Incidental Take Permit, for the maintenance, management and restoration of the new conservation areas...*” Staff was in direct negotiations with the Riverside Land Conservancy (since renamed to “Rivers and Lands Conservancy” – RLC) since early 2013 to establish a conservation easement over the conserved land, establish phasing for the granting and acceptance of easements, and identify funding obligations. On July 16, 2013, the City Council approved an agreement with the RLC to evaluate the proposed habitat parcels to quantify the costs and endowment necessary to provide for management and other stewardship costs in perpetuity. This agreement was followed by approval of a Memorandum of Understanding (MOU) on May 5, 2015 between the City and RLC. The MOU commits the City to certain

financial obligations associated with the phased granting and acceptance of the Conservation Easement on specified properties.

Concurrent with approval of the MOU, the City Council approved the initial Conservation Easement. The initial Conservation Easement was limited to a 6.8-acre habitat conservation area located within the Hermosa Gardens Cemetery. On April 4, 2017, the City Council approved an amendment to the Conservation Easement to encompass an additional 20.42 acres (Carl Ross donation). During this timeframe, the Service had been reviewing initial and subsequent drafts of the Conservation Easement but had been non-responsive.

ISSUES/ANALYSIS

The primary purpose for the Conservation Easement is to ensure that all of conservation areas (50.3 acres) are preserved in their natural condition and to prevent incompatible uses. The Conservation Easement must be amended each time that additional property is acquired by the City and placed under RLC management. As noted above, the current Conservation Easement covers only the 6.8-acre Hermosa Gardens Cemetery parcel. This amendment will expand the Conservation Easement to allow the RLC to take over direct management of the 20.42-acre parcel donated to the City by Carl Ross, as well as a .90-acre parcel donated by Dr. Dev Gnanadev.

The HCP requires Service review and approval of the Conservation Easement. After approximately two years of review, comment and iterative edits, the Service has accepted an "Amended and Restated Conservation Easement," which has been subsequently accepted by the RLC and City staff. This "Amended and Restated Conservation Easement" will provide for more streamlined amendments as future properties are acquired, by allowing the City and RLC to bypass future reviews by Service staff.

Activities consistent with the purpose of the Conservation Easement include those involving the preservation, restoration and enhancement of native species and their habitat (i.e., habitat associated with the Delhi Sands Flower-loving Fly). As Grantee, the RLC's duties under the Easement include:

- Create a baseline field survey of conservation properties as they are placed under the Easement;
- Monitor site conditions to identify issues that may adversely affect habitat;
- Coordinate as needed with the City and other applicable parties regarding resource management issues and corrective measures;
- Perform long-term maintenance and reporting as set forth in the Easement and HCP. This will include following the approved Adaptive Management Program, preparing an Annual Work Plan, and Annual Reporting to the Fish & Wildlife Service and the City;
- Set aside, hold, invest and disburse Endowment funds;
- Repair and restore damage to the Conservation Easement directly or indirectly caused by the RLC or its guests, representatives, employees or agents;
- Erect signs and other notification signage associated with the conservation land; and

- Obtain applicable government permits and approvals for any activity or use in which the RLC engages in accordance with all applicable laws.

As Grantor, the City's duties under the Easement include:

- Cooperate with the RLC in the protection of conservation values;
- Repair and restore damage to the conservation land directly caused by the City or its guests, representatives, employees or agents. The City has also agreed to fence the conservation parcels as they are placed under the Conservation Easement;
- Obtain applicable government permits and approvals for any activity or use in which the City engages in accordance with all applicable laws.

In addition, the City has reserved rights of access for specified activities, including debris and exotic species removal, security and fire protection.

ENVIRONMENTAL DETERMINATION

An Environmental Assessment ("EA") was prepared in accordance with the Service' guidelines for implementing the National Environmental Policy Act ("NEPA") and was published in the Federal Register on July 3, 2014 for a period of 60 days. The EA was reviewed, studied, and found by staff to comply with the California Environmental Quality Act ("CEQA"). Pursuant to CEQA Guidelines Section 15221, the City therefore published a Notice of Intent to Adopt a Negative Declaration on August 5, 2014 and circulated the EA for a 30-day public comment period. The Negative Declaration was adopted by the City Council on February 3, 2015, concurrent with City approval of the HCP, pursuant to Sections 15070, 15074 and 15221 of the Guidelines for the California Environmental Quality Act (CEQA). This action falls within the scope of the previously adopted Negative Declaration.

FISCAL IMPACTS

Cost for RLC payments and endowment, as specified in the MOU between the City and RLC, are as follows:

- First Year Costs (Conveyance 1): \$268,746.95 (Paid from FY 2015-17 Professional Services Account No. 100-6300-6301-2350);
 - Second Year Costs (Conveyance 2): \$133,814.67 (Included in FY 2016-17 Professional Services Account No. 100-6300-6301-2350 – payment on hold pending approval of Conservation Easement);
 - Third Year Costs (Conveyance 3): \$96,406.22 (Included in FY 2017-18 Professional Services Account No. 100-6300-6301-2350);
 - Fourth Year Costs (Conveyance 4): \$78,772.11 (to be budgeted);
 - Fifth Year Costs (Conveyance 5): \$121,659.15 (to be budgeted).
- TOTAL: \$699,399.10

[Costs may vary based on size of property conveyances each year; COLA increases are permitted]

RLC's subsequent and ongoing annual stewardship/management costs (estimated at \$18,158) will be funded through an endowment established through prescribed payments by the City noted above. City incurs unspecified annual costs pertaining to fencing/fence maintenance, debris removal, security and fire prevention.

ALTERNATIVES

1. Provide alternative direction to staff.

ATTACHMENTS

1. City Council Resolution No. R-73-18, approving and Amended and Restated Conservation Easement for the West Valley Habitat Conservation Plan
2. Amended and Restated Conservation Easement in favor of the Riverside Land Conservancy

ATTACHMENT 1

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

RESOLUTION NO. R-73-18

**A RESOLUTION OF THE CITY OF COLTON CITY COUNCIL
APPROVING AN AMENDED AND RESTATED CONSERVATION
EASEMENT FOR THE WEST VALLEY HABITAT
CONSERVATION PLAN IN FAVOR OF THE RIVERS AND LANDS
CONSERVANCY**

WHEREAS, in 1993 the Delhi Sands Flower-loving Fly (“DSF”) was listed as an endangered species by the Department of the Interior, U.S. Fish and Wildlife Service (“Service”) and is protected under the provisions of the Endangered Species Act (“ESA”); and

WHEREAS, a Habitat Conservation Plan (“HCP”) was prepared by the City of Colton in coordination with the Service to fulfill the requirements under Section 10 of ESA for proposed projects within DSF habitat in the City of Colton north of the I-10 Freeway; and

WHEREAS, the HCP provides for the necessary conservation of DSF, and allows the City to resume planned development of non-conservation areas within the HCP boundaries; and

WHEREAS, an Environmental Assessment (“EA”) was prepared in accordance with the Service’ guidelines for implementing the National Environmental Policy Act (“NEPA”) and was published in the Federal Register on July 3, 2014 for a period of 60 days; and

WHEREAS, the HCP and the EA was reviewed, studied, and found to comply with the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines Section 15221, as more fully described below; and

WHEREAS, on February 2, 2015, the Service issued a “Incidental Take Permit” pursuant to Section 10(a)(1)(B) of ESA; and

WHEREAS, on February 3, 2015, the City Council reviewed, considered and adopted the HCP and its environmental documentation; and

WHEREAS, the adopted HCP requires the permanent conservation of 50.3 acres of DSF habitat via acquisition and granting of conservation easement to a management entity; and

WHEREAS, on May 5, 2015, the City Council approved Memorandum of Understanding (MOU) between the City and the Rivers and Lands Conservancy (“RLC”) which commits the City to certain financial obligations associated with the phased granting and acceptance of the Conservation Easement on specified properties; and

WHEREAS, on March 9, 2018, the Service accepted the Amended and Restated Conservation Easement in form and content; and

WHEREAS, on May 29, 2018, the RLC confirmed acceptance of the Amended and Restated Conservation Easement in form and content.

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

SECTION 1. Based on the entire record before the City Council and all written and oral evidence presented, including the staff report, the City Council finds that the Amended and Restated

1 Conservation Easement is in compliance with the MOU between the City and the RLC, the
2 Endangered Species Act and implementing regulations, and all associated property transfer deeds
and agreements.

3 **SECTION 2.** The City Council reviewed an Environmental Assessment (“EA”), Finding
4 of No Significant Impact (FONSI), and all comments received and, based on the whole record
5 before it, determined: (i) that as Lead Agency under the California Environmental Quality Act
6 (“CEQA”), the City of Colton used the EA prepared for the HCP as the CEQA Initial Study as
7 allowed pursuant to CEQA Guidelines Section 15221. On the basis of the findings of the EA, the
8 Lead Agency staff concluded that the project will not have a significant effect on the environment
9 and, therefore, prepared a draft Negative Declaration in compliance with CEQA; and (ii)
10 determined that there is no substantial evidence that the project will have a significant effect on the
11 environment. The City Council further determined that the Negative Declaration reflects the
12 independent judgment and analysis of the Lead Agency. On this basis, the City Council adopted
13 the Negative Declaration on February 3, 2015. The proposed Amended and Restated Conservation
14 Easement falls fully within the scope of the EA and Negative Declaration.

15 **SECTION 3.** The proposed Amended and Restated Conservation Easement is in
16 compliance with and implement provisions of the adopted HCP and Incidental Take Permit No.
17 TE49164B-0 including Special Terms and Conditions,

18 **SECTION 3.** Based upon the findings set forth herein, the City Council hereby approves
19 the Amended and Restated Conservation Easement for the West Valley HCP in favor of the Rivers
20 and Lands Conservancy.

21
22
23 PASSED, APPROVED AND ADOPTED this 17th day of July, 2018.

24 AYES:
25 NOES:
26 ABSENT:
27 ABSTAIN:

28

Richard A. Delarosa
Mayor

ATTEST:

Carolina R. Padilla
City Clerk

ATTACHMENT 2

RECORDING REQUESTED BY:)
 AND WHEN RECORDED MAIL TO:)
)
 City of Colton)
 650 N. La Cadena Drive)
 Colton, CA 92324)
 Attn: Director of Development Services)
)
 Exempt from recording fee)
 (California Gov. Code §§ 6102 & 27383))

Space Above Line for Recorder's Use Only

**AMENDED AND RESTATED CONSERVATION EASEMENT
 (West Valley Habitat Conservation Plan)**

THIS CONSERVATION EASEMENT is made this 27th day of August, 2015 by the City of Colton, a municipal corporation of the State of California (“City” or “Grantor”), in favor of the Rivers & Lands Conservancy, a California non-profit corporation (“Grantee”), hereinafter referred to individually as “Party” and collectively as “Parties,” with reference to the following facts:

RECITALS

A. Grantor and Grantee executed a similar conservation easement on August 27, 2015, recorded on October 6, 2015 in the official records of the County of San Bernardino (Instrument No. 2015-0436834) (“Original Conservation Easement”). Grantor and Grantee desire to amend and restate the Original Conservation Easement (“Conservation Easement”) to include additional property and revisions requested by the United States Fish and Wildlife Service (“USFWS”) including adding USFWS as a third-party beneficiary. Therefore, the Original Conservation Easement is hereby deleted and replaced in its entirety by this amended and restated Conservation Easement. This amended and restated Conservation Easement is deemed to relate back and replace the Original Conservation Easement as of the date first recorded.

B. Grantor is the sole owner in fee simple of certain real property in the County of San Bernardino, State of California, legally described on **Exhibit “A”** and depicted on **Exhibit “B”** attached hereto and incorporated by this reference (the “Property”), which consists of approximately 27.019 acres and is found on a portion of Assessor’s Parcel Number 0160-302-03 and Assessor’s Parcel Numbers 0254-051-48, 49, 63, 64, 65, 66; 0254-061-02, 36, 37 and 38.

C. The Property: (i) provides the necessary habitat for the full life cycle of the Delhi Sands flower-loving fly (*Rhaphiomidas terminatus abdominalis*) (DSF), a species listed as endangered under the Endangered Species Act, (ii) supports populations of the DSF that are important to the recovery of the species as determined by the USFWS, (iii) provides permanent connectivity of previously conserved areas of Delhi Sands habitat, (iv) provides

Conservation Easement 008
 R522-050 – 1571042.1

suitable habitat for other sensitive species including burrowing owl, San Diego horned lizard, and loggerhead shrike, and (v) provides a setting for outreach programs to educate local citizens about the Delhi Sands natural community and about the DSF and the ongoing efforts to protect it (collectively, “**Conservation Values**”). The Conservation Values are of importance to Grantor, Grantee, USFWS, the people of the State of California, and the people of the United States, and they are consistent with the habitat conservation purposes of the West Valley Habitat Conservation Plan (“**West Valley HCP**”).

D. The Property supports habitat required to be preserved and managed in perpetuity by Federal Endangered Species Act Incidental Take Permit TE-49164B-0 (“**Permit**”) as mitigation for certain impacts from Covered Activities including new commercial and residential development located in the City of Colton, County of San Bernardino, according to the West Valley HCP, dated December 2, 2014, the terms of which are incorporated by reference in this Conservation Easement. Grantor, Grantee and USFWS each has a copy of the West Valley HCP and the Permit.

E. Grantee is authorized to hold conservation easements pursuant to California Civil Code Section 815.3. Specifically, Grantee is a tax exempt nonprofit organization qualified under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and qualified to do business in California, which has as its primary purpose the preservation, protection or enhancement of land in its natural, scenic, or open-space condition.

F. Grantee agrees by accepting this grant to honor the intentions of Grantor to preserve and protect in perpetuity the Conservation Values of the Property in accordance with the terms of this Conservation Easement.

G. USFWS, an agency within the United States Department of the Interior, has jurisdiction over the conservation, protection, restoration, and management of fish, wildlife, native plants, and the habitat necessary for biologically sustainable populations of these species within the United States pursuant to the Endangered Species Act, 16 U.S.C. Section 1531, *et seq.* (“**ESA**”), the Fish and Wildlife Coordination Act, 16 U.S.C. Sections 661-666c, the Fish and Wildlife Act of 1956, 16 U.S.C. Section 742(f), *et seq.*, and other provisions of federal law.

COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

In consideration of the above recitals and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to California law, including Civil Code Section 815, *et seq.*, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth (“**Conservation Easement**”). This Conservation Easement shall run with the land and be binding on Grantor’s heirs, successors, administrators, assigns, lessees, and other occupiers or users of the Property or any portion of it.

1. Purposes.

(a) The purposes of this Conservation Easement are to ensure the Property will be retained forever in its natural condition (as defined below) consistent with the habitat protection requirements of the West Valley HCP and Permit and to prevent any use of the

Conservation Easement 008

R522-050 – 1571042.1

Property that will impair or interfere with the Conservation Values of the Property (the “**Purposes**”). Grantor intends that this Conservation Easement will confine the use of the Property to such activities that are consistent with these Purposes, including without limitation, those involving the preservation, restoration, and enhancement of native species and their habitats.

(b) The term “**Natural Condition,**” as referenced in the preceding paragraph and other portions of this Conservation Easement, shall mean the condition of the Property, as it exists at the time this Conservation Easement is executed, as well as future enhancements or changes to the Property that occur directly as a result of the following activities:

- (1) Activities described in the West Valley HCP; and
- (2) Changes occurring over time not caused by a violation of this Conservation Easement.

(c) The current Natural Condition is evidenced in part by the following: (1) a color aerial photograph of the Property at an appropriate scale taken as close in time as possible to the date this Conservation Easement is executed; (2) an overlay of the Property boundaries on such aerial photograph; (3) on-site color photographs showing all man-made improvements or structures and the major, distinct natural features of the Property. Such further evidence is on file at the offices of the Grantee; and (4) other documents in Grantee’s file, including but not limited to, a baseline survey described in Section 6(a).

(d) If a controversy arises with respect to the Natural Condition of the Property, neither Party shall be foreclosed from utilizing any and all other relevant documents, surveys, photographs or other evidence or information to assist in the resolution of the controversy.

(e) The West Valley HCP and Permit require Adaptive Management of the Property, recognizing that Adaptive Management is a key element of implementing effective conservation programs. Adaptive Management combines data from monitoring species and natural systems with new information from management and targeted studies to continually assess the effectiveness of the conservation program and adjust conservation actions. Adaptive Management may include re-prioritizing monitoring efforts as well as corrective actions where (a) resources are threatened by land uses in and adjacent to the Property, (b) current management activities are not adequate or effective, or (c) enforcement difficulties are identified. Actions that are part of Adaptive Management of the Property in accordance with the Permit and the West Valley HCP, including but not limited to monitoring and corrective actions, are consistent with the Purposes of, and expressly permitted by, this Conservation Easement.

2. Grantee’s Rights. To accomplish the Purposes of this Conservation Easement, Grantor, its successor and assign hereby grants and conveys the following rights to Grantee:

- (a) To preserve and protect the Conservation Values of the Property;

Conservation Easement 008
R522-050 – 1571042.1

(b) To enter upon the Property at reasonable times in order to monitor compliance with and to otherwise enforce the terms of this Conservation Easement, and for scientific research, educational and interpretive purposes by Grantee or its designees, provided that Grantee shall not unreasonably interfere with Grantor's authorized use and quiet enjoyment of the Property;

(c) To prevent any activity on or use of the Property that is inconsistent with the Purposes of this Conservation Easement and to require the restoration of such areas or features of the Property that may be damaged by any act, failure to act, or any use that is inconsistent with the Purposes of this Conservation Easement;

(d) To require that all mineral, air and water rights currently owned by Grantor that are appurtenant to the Property as Grantee deems necessary to preserve, protect and sustain the biological resources and Conservation Values of the Property shall remain a part of and be put to beneficial use upon the Property consistent with the Purposes of this Conservation Easement;

(e) All present and future development rights appurtenant to, allocated, implied, reserved or inherent in the Property; such rights are hereby terminated and extinguished, and may not be used on or transferred to any portion of the Property, nor any other property adjacent or otherwise; and

(f) The right to enforce by any means, including, without limitation, injunctive relief, the terms and conditions of this Conservation Easement.

3. Third-Party Beneficiary. Grantor and Grantee acknowledge that USFWS is a third-party beneficiary of this Conservation Easement with the right of access to the Property and the right to enforce all obligations of Grantor and all other rights and remedies of Grantee under this Conservation Easement. These enforcement rights are in addition to, and do not limit, the rights of enforcement under the Permit. Additionally, Grantor and Grantee acknowledge and agree that USFWS is expressly granted certain additional rights under this Conservation Easement including, but not limited to, prior written notice of certain specified actions and a right of approval of certain specified actions.

4. Prohibited Uses. Except (and only to the extent) the use or activity is a reserved right under Section 7, any activity on or use of the Property inconsistent with the Purposes of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following uses and activities by Grantor, Grantee, and their respective guests, agents, assigns, employees, representatives, successors, and third parties are expressly prohibited on the Property except as otherwise provided herein or any easements and reservations of rights recorded in the chain of title to the Property at the time of this conveyance:

(a) Use of herbicides, pesticides, biocides, fertilizers, or other agricultural chemicals or weed abatement activities, except weed abatement activities necessary to control or remove invasive, exotic plant species as allowed in Sections 6 and 25 herein;

(b) Incompatible fire protection activities. Permitted activities are set forth in Section 7(c);

- (c) Use of off-road vehicles and use of any other motorized vehicles, except in the execution of management duties;
- (d) Residential, commercial, retail, institutional, or industrial uses;
- (e) Any legal or de facto division, subdivision or portioning of the Property;
- (f) Construction, reconstruction or placement of any building, including, but not limited to, residential, commercial, retail, institutional, industrial, or recreational buildings, road, wireless communication cell towers, or other improvement, except as provided for in Sections 6 and 7, or any billboard or sign except those signs specifically allowed under Section 6(h) and Section 7;
- (g) Dumping soil, trash, ashes, refuse, waste, bio-solids, garbage or any other material;
- (h) Planting, gardening, or introduction or dispersal of non-native plant or animal species;
- (i) Filling, dumping, excavating, draining, dredging, mining, drilling, fracking, removing or exploring for or extraction of minerals, oil, gas, loam, gravel, soil, rock, sand or other material on or below the surface of the Property;
- (j) Altering the general topography of the Property, including but not limited to building roads and flood control work; except as permitted by any right reserved in Sections 6, 7 and 25 and except for limited grading work to the extent required to construct the fencing contemplated by Section 5(f) (provided that Grantor repairs and restores the Property promptly following the construction of such fencing, as contemplated by Section 5(c)).
- (k) Creating, enhancing, and maintaining fuel modification zones beyond that defined in Section 7(c);
- (l) Agricultural activity of any kind;
- (m) Recreational activities including, but not limited to biking, hunting or fishing. Regulated hiking on a boardwalk trail as described in the West Valley HCP, if constructed, is permitted.
- (n) Manipulating, impounding or altering any natural water course, body of water or water circulation on the Property, and activities or uses detrimental to water quality, including but not limited to degradation or pollution of any surface or sub-surface waters;
- (o) Without the prior written consent of Grantee and USFWS, which Grantee and USFWS each may withhold for any reason, transferring, encumbering, selling, leasing, or otherwise separating the mineral, air, or water rights for the Property; changing the place or purpose of use of the water rights; abandoning or allowing the abandonment of, by action or inaction, any water or water rights, ditch or ditch rights, spring rights, reservoir or storage rights,

wells, ground water rights, or other rights in and to the use of water historically used on or otherwise appurtenant to the Property, including but not limited to: (1) riparian water rights; (2) appropriative water rights; (3) rights to waters which are secured under contract with any irrigation or water district, to the extent such waters are customarily applied to the Property; and (4) any water from wells that are in existence or may be constructed in the future on the Property; and

(p) Any activity or use that may violate or fail to comply with relevant federal, state, or local laws, regulations or policies applicable to the Grantor, the Property or the activity or use in question, and all activities and uses that are otherwise inconsistent with the purposes of the West Valley HCP.

5. Grantor's Duties. To accomplish the Purposes of this Conservation Easement as described in Section 1, Grantor shall:

(a) Undertake all reasonable actions to prevent the unlawful entry and trespass by persons whose activities may degrade or harm the Conservation Values of the Property or that are otherwise inconsistent with this Conservation Easement. In addition, Grantor shall undertake all necessary actions to perfect the rights of Grantee under Section 2 of this Conservation Easement.

(b) Cooperate with Grantee in the protection of the Conservation Values;

(c) Repair and restore damage to the Property directly caused by Grantor, Grantor's guests, representatives, employees or agents; provided, however, Grantor, its successors or assigns shall not engage in any repair or restoration work in the Property without first consulting with the Grantee;

(d) Obtain any applicable governmental permits and approvals for any activity or use in which Grantor engages and which is permitted by this Conservation Easement, and any activity or use shall be undertaken in accordance with all applicable federal, state, local and administrative agency statutes, ordinances, rules, regulations, orders or requirements;

(e) Collect excess sand which accumulates at the downwind side of the Property and distribute such excess sand at the upwind side of the Property, as directed by Grantee. In this regard, Grantee will direct the distribution of the sand (e.g. width and depth) to maximize its contribution to the maintenance of ecological processes and to minimize temporary impacts to the Conservation Values;

(f) Construct and maintain fences, walls, and/or other appropriate barriers to restrict access to the Property including the construction maintenance of locked gates; and

(g) Regularly remove all trash from the Property.

6. Grantee's Duties. To accomplish the Purposes of this Conservation Easement as described in Section 1, Grantee, its successors and assigns shall:

(a) Create a baseline survey, conduct a field survey and prepare a report documenting site conditions at the time this Conservation Easement is executed. The baseline survey will utilize existing reports to the greatest extent feasible and provide a point of comparison for future site management considerations;

(b) Monitor site conditions to identify issues that may adversely affect the habitat of the site and the associated biological resources;

(c) Coordinate as needed with Grantor and other applicable parties regarding resource management issues and corrective measures;

(d) Perform Long-Term Maintenance and Reporting as set forth in Section 25;

(e) Set aside, hold, invest and disburse the Endowment funds (described in Section 26) in trust solely for the purposes of preserving the Conservation Values of the Property under this Conservation Easement in perpetuity. Grantee shall have no obligation to expend any monies other than the interest earned on the Endowment to satisfy its obligations under this Conservation Easement;

(f) Have a fiduciary duty to ensure that the Endowment funds held in trust for the Property are properly managed;

(g) Repair and restore damage to the Conservation Easement directly or indirectly caused by Grantee, Grantee's guests, representatives, employees or agents, provided, however, Grantee, its successors or assigns shall not engage in any repair or restoration work on the Property without first consulting with Grantor;

(h) Erect signs and other notification features as mutually approved by the Grantor and Grantee identifying "Natural Area Open Space," "Protected Natural Area," or similar descriptions. The erection and maintenance of informative signage shall not be in direct or potential conflict with the preservation of the Natural Condition of the Property or the Purposes of this Conservation Easement and shall be performed in compliance with all applicable statutes, regulations, and permitting requirements; and

(i) Obtain any applicable governmental permits and approvals for any activity or use in which Grantee engages and which is permitted by this Conservation Easement and any activity or use shall be undertaken in accordance with all applicable federal, state, local and administrative agency statutes, ordinances, rules, regulations, orders or requirements.

7. Reserved Rights. Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from its ownership of the Property, including the right to engage in or to permit or invite others to engage in all uses of the Property that are not prohibited or limited by, and are consistent with, the Purposes of this Conservation Easement, including the following uses:

(a) Access. Reasonable access through the Property to adjacent land over existing roads, or to perform obligations or other activities permitted by this Conservation Easement or that are required under the West Valley HCP.

(b) No Interference with Development of Adjoining Property. Notwithstanding anything set forth herein to the contrary, nothing in this Conservation Easement is intended nor shall be applied to in any way limit Grantor or any of Grantor's successors and assigns from (1) constructing, placing, installing, and/or erecting any improvements upon the portions of the surrounding real property not constituting the Property, and/or (2) developing adjoining property for any purposes, except as limited by any local, state or federal permit requirements for such development and provided that for all of the above clauses (1) and (2), neither such activity nor any effect resulting from such activity amounts to a use of the Property that is prohibited by Section 4 above.

(c) Fire Protection. The right to maintain firebreaks (defined as a strip of mowed or hand cleared land made to check the spread of a fire), trim or remove brush, and otherwise perform preventative measures required by the fire department to protect structures and other improvements from encroaching fire.

8. Parties' Reserved Rights and Enforcement.

(a) If either Party or USFWS determines that a violation of the terms of this Conservation Easement has occurred or is threatened, the non-violating Party or USFWS shall give written notice to the violating Party of such violation and demand in writing the cure of such violation ("**Notice of Violation**"). At the time of giving any such notice, the non-violating Party or USFWS shall also give a copy of the notice to the other. Notice shall be provided in accordance with Section 23 of this Conservation Easement.

(b) If the violating Party fails to cure the violation within thirty (30) days of receipt of the Notice of Violation, or if the cure reasonably requires more than thirty (30) days to complete and the violating Party fails to begin the cure within the thirty (30)-day period or fails to continue diligently to complete the cure; the non-violating Party or USFWS may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement for any or all of the following: to recover any damages to which the non-violating Party may be entitled for violation of the terms of this Conservation Easement or for any injury to the Conservation Values of the Property; to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies; to pursue any other legal or equitable relief, including, but not limited to, the restoration of the Property to the condition in which it existed prior to any such violation or injury; or to otherwise enforce this Conservation Easement. Without limiting the liability of the violating Party, Grantee may apply any damages recovered to the cost of undertaking any corrective action on the Property.

(c) If either Party or USFWS, each in its sole discretion, determines that circumstances require immediate action to prevent or mitigate injury to the Conservation Values of the Property, the non-violating Party or USFWS may pursue its remedies under

this Conservation Easement without prior notice to the violating Party or without waiting for the period provided for cure to expire. The Parties' and USFWS's rights under this Section 8 apply equally to actual or threatened violations of the terms of this Conservation Easement.

(d) The violating Party agrees that the non-violating Party's and USFWS's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that the non-violating Party and USFWS shall be entitled to the injunctive relief described in this Section 8, both prohibitive and mandatory, in addition to such other relief to which the non-violating Party or USFWS may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The non-violating Party's and USFWS's remedies described in this Section 8 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including but not limited to, the remedies set forth in California Civil Code Section 815, *et seq.* The failure of either of the Parties or USFWS to discover a violation or to take immediate legal action shall not bar either Party or USFWS from taking such action at a later time.

(e) If at any time in the future, either Grantor or Grantee or any subsequent transferee uses or threatens to use the Property for purposes inconsistent with this Conservation Easement then, despite the provisions of California Civil Code Section 815.7, the California Attorney General, any person and any entity with a justiciable interest in the preservation of this Conservation Easement each has standing as an interested party in any proceeding affecting this Conservation Easement.

9. Costs of Enforcement. The non-prevailing Party shall bear all costs incurred by the prevailing Party in any action to enforce the terms of this Conservation Easement. These costs may include, but not limited to, the following: costs of suit and attorneys' fees and experts' fees, and any costs for restoration.

10. Discretion of the Parties. Enforcement of the terms of this Conservation Easement by either Party or USFWS shall be at the discretion of the enforcing Party or USFWS, and any forbearance by either Party or USFWS to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement shall not be deemed or construed to be a waiver by either Party or USFWS of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any rights of either Party or USFWS under this Conservation Easement. No delay or omission by either Party or USFWS in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver.

11. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee or USFWS to bring any action against Grantor for any injury to or change in the Property resulting from (a) any natural cause beyond Grantor's control, including, without limitation, fire not caused by Grantor, flood, storm, and earth movement; (b) any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to persons and/or the Property resulting from such causes; (c) acts by Grantee, third-party beneficiaries or their employees, directors, officers, agents, contractors, or

representatives; or (d) acts of third parties (including any governmental agencies) that are beyond Grantor's control.

12. Acts Beyond Grantee's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantor or USFWS to bring any action against Grantee for any injury to or change in the Property resulting from (a) any natural cause beyond Grantee's control, including, without limitation, fire not caused by Grantee, flood, storm, and earth movement; (b) any prudent action taken by Grantee under emergency conditions to prevent, abate, or mitigate significant injury to persons and/or the Property resulting from such causes; (c) acts by Grantor, third-party beneficiaries or their employees, directors, officers, agents, contractors, or representatives; or (d) acts of third parties (including any governmental agencies) that are beyond Grantee's control.

13. Access. This Conservation Easement does not convey a general right of access to the public.

14. Costs and Liabilities.

(a) Grantor's Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance (except Long-Term Maintenance pursuant to Section 25) of the Property. Grantor agrees that Grantee shall not have any duty or responsibility for the operation, upkeep, or maintenance (except Long-Term Maintenance pursuant to Section 25) of the Property, the monitoring of hazardous conditions thereon, or the protection of Grantor, the public or any third parties from risks relating to conditions on the Property. Grantor and Grantee each remains solely responsible for obtaining any applicable governmental permits and approvals required for any activity or use permitted by this Conservation Easement, including those required from USFWS acting in its regulatory capacity, and any activity or use shall be undertaken in accordance with all applicable federal, state, local and administrative agency statutes, codes, ordinances, rules, regulations, orders and requirements.

(b) Existing Title Matter. The Property is encumbered by that certain Joint Real Property Improvement Agreement dated September 14, 1979 by and between ADR Corporation, a California corporation, Emerich & Company, Inc., a California corporation, the Clurman Company, a California corporation and One Sheep Jumped Over the Fence, Inc., a California corporation, recorded in the Official Records of the County of San Bernardino, State of California as Document No. 80-064630 on March 14, 1980 ("Improvement Agreement"). Grantor and Grantee hereby agree that to the extent any obligations, including the payment of costs related to the Improvement Agreement arise following the Effective Date of this Amended and Restated Conservation Easement, such obligations and payments shall be borne solely by Grantor.

15. Hold Harmless.

(a) Grantor shall hold harmless, protect, and indemnify Grantee and its directors, officers, employees, agents, contractors, and representatives and the heirs,

personal representatives, successors and assigns of each of them (each a “**Grantee Indemnified Party**” and, collectively, “**Grantee’s Indemnified Parties**”) from and against all liabilities, penalties, costs, losses, damages, expenses (including, without limitation, reasonable attorneys’ fees and experts’ fees), causes of action, claims, demands, orders, liens or judgments (each a “**Claim**” and, collectively, “**Claims**”), arising from or in any way connected with: (1) injury to or the death of any person, or physical damages to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, except that this indemnification shall be inapplicable to Grantee’s Indemnified Parties with respect to any Claim due solely to the negligence or willful misconduct of Grantee’s Indemnified Parties; (2) the obligations specified in Sections 5, 14, and 16; and (3) the existence or administration of this Conservation Easement.

(b) Grantor shall hold harmless, protect, and indemnify USFWS and its directors, officers, employees, agents, contractors and representatives, and the heirs, personal representatives, successors and assigns of each of them (each a “**USFWS Indemnified Party**” and, collectively, “**USFWS’s Indemnified Parties**”) from and against any and all Claims arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause; and (2) the existence or administration of this Conservation Easement, except that this indemnification shall be inapplicable to a USFWS Indemnified Party with respect to any Claim due solely to the negligence or willful misconduct of that USFWS Indemnified Party. If any action or proceeding is brought against any of USFWS’s Indemnified Parties by reason of any Claim to which the indemnification in this Section 15 applies, then Grantor shall, at the election of and upon written notice from the USFWS Indemnified Party, defend such action or proceeding by counsel reasonably acceptable to the USFWS Indemnified Party or reimburse the USFWS Indemnified Party for all charges incurred for services of the U.S. Department of Justice in defending the action or proceeding.

16. Taxes, No Liens. Grantor shall pay before delinquency all taxes, assessments (general and special), fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively, “**Taxes**”) including any Taxes imposed upon, or incurred as a result of, this Conservation Easement, and shall furnish Grantee and USFWS with satisfactory evidence of payment upon request. Grantor and Grantee each shall keep the Property free from any liens (other than a security interest that is expressly subordinate to this Conservation Easement as provided in Sections 30(m) and 30(n)), including those arising out of any obligations incurred for any labor or materials furnished or alleged to have been furnished to or for Grantor or Grantee at or for use on the Property.

17. Extinguishment. If circumstances arise in the future that render the Purposes of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, in whole or in part, by judicial proceedings in a court of competent jurisdiction. Grantor shall provide written notice to Grantee and USFWS at least forty-five (45) days prior to taking any action to extinguish this Conservation Easement and prior to extinguishment shall provide a conservation easement at an alternative site to Grantee, or another entity or organization authorized to acquire and hold conservation easements under California Civil Code Section 815.3 (or any successor provision then applicable) or the laws of

the United States, that has been approved in writing by USFWS, or shall provide alternative mitigation acceptable to USFWS and determined in writing by USFWS to be adequate to mitigate for the impacts to the species covered under the Permit. No such extinguishment shall affect the value of Grantee's interest in the Property, and if the Property, or any interest therein, is sold, exchanged, or taken after such extinguishment, Grantee shall be entitled to receive its pro-rata share of the proceeds of such sale, exchange or taking. The amount of the compensation to which Grantee shall be entitled from any sale, exchange, or taking of all or any portion of the Property subsequent to such extinguishment shall be based on the respective fair market values of the interests of Grantee and Grantor extinguished as determined in the judicial extinguishment proceedings, and Grantee shall use any proceeds received in a manner determined in writing by USFWS to be consistent with the Purposes of this Conservation Easement and Grantor's mitigation obligations under the Permit.

18. Condemnation. This Conservation Easement is a "conservation easement" as defined in California Code of Civil Procedure Section 1240.055(a)(1) and constitutes "property appropriated to public use" as defined in California Code of Civil Procedure Section 1240.055(a)(3). USFWS is a public entity that imposed conditions upon issuance of the Permit that were satisfied, in whole or in part, by the creation of this Conservation Easement, as described in California Code of Civil Procedure Section 1240.055(a)(3). A person authorized to acquire property for public use by eminent domain shall seek to acquire the Property, if at all, *only* as provided in California Code of Civil Procedure Section 1240.055. The Purposes of this Conservation Easement are presumed to be the best and most necessary public use as defined at California Code of Civil Procedure Section 1240.680, notwithstanding California Code of Civil Procedure Sections 1240.690 and 1240.700. If any person seeks to acquire the Property for public use, Grantee shall immediately provide written notice to USFWS and comply with all obligations of the holder of a conservation easement under California Code of Civil Procedure Section 1240.055. Grantee shall use any proceeds received from condemnation of the Property in a manner determined by USFWS in writing to be consistent with the Purposes of this Conservation Easement and Grantor's mitigation obligations under the Permit.

19. Transfer of Easement. This Conservation Easement may only be assigned or transferred by Grantee with the prior written approval of USFWS. Grantee may assign this Conservation Easement only to an entity or organization approved in advance in writing by Grantor and USFWS that is authorized to acquire and hold conservation easements pursuant to California Civil Code Section 815.3 (and any successor or other provisions then applicable) or the laws of the United States. Grantee shall require the transferee to record the assignment in the county where the Property is located. The failure of Grantee to perform any act provided in this Section 19 shall not impair the validity of this Conservation Easement or limit its enforcement in any way.

20. Transfer of Property. Grantor agrees to incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which Grantor divests itself of any interest in all or any portion of the Property, including, without limitation, a leasehold interest. Grantor agrees that the deed or other legal instrument shall also incorporate by reference, applicable provisions of the Permit and any amendments thereto. Grantor further agrees to give written notice to Grantee and USFWS of the intent to transfer any interest at least

sixty (60) days prior to the date of such transfer. Grantee or USFWS shall have the right to prevent any transfer in which prospective subsequent claimants or transferees are not given notice of the covenants, terms, conditions and restrictions of this Conservation Easement, including the documents incorporated by reference in it. The failure of Grantor, Grantee, or USFWS to perform any act provided in this Section 20 shall not impair the validity of this Conservation Easement or limit its enforceability in any way.

21. Substitution of Grantee.

(a) Noncurable Substitution. In the event Grantor determines, in consultation with USFWS, that good cause exists to designate a substitute for Grantee, it may do so and remove Grantee and substitute for Grantee a replacement Grantee. “Good cause to designate a substitute Grantee” shall include, but not be limited to, failing to manage the Endowment as required by Section 6, or failing to perform the management duties required by this Conservation Easement. The Grantee may also be substituted if replacement of the Grantee with a replacement Grantee will allow more efficient management of the Property and/or adjoining lands to be preserved pursuant to either an amended Conservation Easement or other instrument for the preservation of species and habitat.

(b) Curable Substitution. If Grantor determines Grantee is in breach of any term of this Conservation Easement, but that such breach does not require replacement if cured, Grantor shall first provide Grantee written notice of breach pursuant to Section 23 below and of its intent to replace Grantee, which written notice shall identify the specific basis for such replacement, and the specific corrective action to be undertaken by Grantee (“**Cure Notice**”). In the event that Grantee completes the corrective action identified in such Cure Notice within sixty (60) days of the receipt (as defined by Section 23) of the Cure Notice, or within such longer period of time as agreed to by the Grantor and the Grantee, Grantor shall not replace Grantee.

(c) Grantee Substitution Obligations. Upon approval of the replacement Grantee by the Grantor and USFWS, Grantee shall execute all documents necessary to convey the Conservation Easement and the Endowment to the approved substitute Grantee within thirty (30) days of receiving written notice. The substitute Grantee shall execute an assignment and assumption of all of the obligations of Grantee under this Conservation Easement and such agreement will be recorded concurrently with or as a part of the conveyance of the Conservation Easement. Grantee shall be released from all obligations hereunder from and after any such assignment.

22. No Merger. The doctrine of merger is not intended to apply and shall not operate to extinguish this Conservation Easement if the Conservation Easement and the Property become vested in the same party. If, despite this intent, the doctrine of merger applies to extinguish the Conservation Easement then, unless Grantor, Grantee, and USFWS otherwise agree in writing, a replacement conservation easement or restrictive covenant containing the same protections embodied in this Conservation Easement shall promptly be recorded against the Property by Grantee, or its successor in interest, in favor of a third party approved in writing by USFWS to ensure that the mitigation obligations required under the Permit identified in Recital C, which include conservation of the Property in perpetuity through execution and recordation of a conservation easement or equivalent legal mechanism, and the purposes of California Civil Code

Section 815, are fulfilled. Until such replacement conservation easement or equivalent legal mechanism is executed and recorded, Grantee or its successor in interest shall continue to protect the Property in accordance with the terms of the original Conservation Easement. Any and all terms and conditions of this Conservation Easement shall be deemed covenants and restrictions upon the Property, which shall run with the land according to California law and otherwise exist in perpetuity.

23. Notices. All notices, demands, requests, consents, approvals, or communication that a Party desires or is required to give to the other Party shall be in writing, with a copy to USFWS, and be served personally or sent by recognized overnight courier that guarantees next-day delivery or by first class United States mail, postage fully prepaid, and addressed as follows:

To Grantor:

City of Colton
650 N. La Cadena Drive
Colton, CA 92324
Attn: Director of Development Services

With a copy to:

Best Best & Krieger, LLP
3390 University Avenue, 5th Floor
P.O. Box 1028
Riverside, CA 92505-1028
Attn: Michelle Ouellette

To USFWS:

Palm Springs Fish and Wildlife Office
777 E. Tahquitz Canton Way
Palm Springs, CA 92260

To Grantee:

Rivers & Lands Conservancy
4075 Mission Inn Avenue
Riverside, CA 92501
Attn: President

With a copy to:

Gresham Savage Nolan & Tilden
550 E. Hospitality Lane, Suite 300
San Bernardino, CA 92408
Attn: J. Matthew Wilcox

Or to such other address as Grantor or Grantee may designate by written notice to the other Party, with a copy to USFWS, or as USFWS may designate by written notice to the parties. Notice shall be deemed effective upon delivery in the case of personal delivery or delivery by overnight courier or, in the case of delivery by first class mail, three (3) business days after deposit into the United States mail.

24. Amendment. This Conservation Easement may be amended by Grantor and Grantee only by mutual written agreement and subject to the prior written consent of USFWS. Any such amendment shall be consistent with the Purposes of this Conservation Easement, the Permit requirements, and California law governing conservation easements and shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of San Bernardino County, California and Grantee shall promptly provide a conformed copy of the recorded amendment to Grantor and USFWS.

25. Long-Term Maintenance.

(a) Grantee's Responsibilities for Maintenance and Management of the Property/Conservation Easement. Grantee, its successors and assigns shall be responsible for monitoring for compliance with this Conservation Easement, and the following in-perpetuity, ongoing, long-term maintenance and management of the Property ("**Long Term Maintenance**"):

(1) Monitoring. Monitoring the Property pursuant to Section 5.5.3 and 5.6.2 of the West Valley HCP.

(2) Adaptive Management Program. Following the Adaptive Management Program outlined in Section 5.6.1 of the West Valley HCP.

(3) General Property Management. Managing the Property pursuant to Section 5.5.3 of the West Valley HCP, excepting therefrom all of Grantor's duties pursuant to Section 5 hereof.

(4) Management Program. Implementing all restoration, enhancement and perpetual management in the Conservation Area pursuant to the West Valley HCP Delhi Sands Flower-loving Fly Habitat Management Plan in Appendix A of the HCP.

(5) Annual Work Plan. Preparing and adopting an annual work plan that specifies management for the Conservation Area and other conservation activities for the ensuing year pursuant to Section 5.6.3 of the West Valley HCP.

(b) Annual Reporting. Grantee, its successors and assigns shall prepare an annual monitoring and maintenance report documenting activities performed under this Section 25 and Section 6(b) and shall make such report available to the Grantor. Pursuant to the requirements of the West Valley HCP, information to be included in reports will include monitoring dates, field personnel, results of monitoring visits, site photographs, management issues, records of coordination, recommended corrective measures, and results of corrective measures.

26. Endowment and Initial Financing Requirement.

(a) Financing Requirements. Initial financing requirements ("**Initial Financing Requirement**") and endowment funding ("**Endowment**") for the perpetual management, maintenance and monitoring of the Property are specified in and governed by a Memorandum of Understanding entered into between Grantor and Grantee dated as of August 27, 2015 ("**MOU**").

(b) Annual Reporting. Grantee will also prepare and provide an annual fiscal report documenting the income and expense of the Endowment.

27. Recordation. Grantor shall promptly record this instrument in the official records of San Bernardino County, California and immediately notify the Grantee through the mailing of

a conformed copy of the recorded Conservation Easement. Grantee may re-record this instrument at any time as Grantee deems necessary to preserve its rights in this Conservation Easement.

28. Estoppel Certificate. Upon request, Grantee shall within fifteen (15) days execute and deliver to Grantor, its successors and assigns any document., including an estoppel certificate, which certifies compliance with any obligation of Grantor, its successors and assigns contained in this Conservation Easement and otherwise evidences the status of this Conservation Easement as may be requested by Grantor, its successors and assigns.

29. Additional Property. Pursuant to the MOU, the City may request Grantee amend this Conservation Easement to include additional real property (“**Additional Property**”). Upon satisfaction of the conditions contained in the MOU, this Conservation Easement may be amended to add such Additional Property, in which event such Additional Property shall thereupon be subject to all the terms and conditions set forth herein.

30. Additional Provisions.

(a) Controlling Law. The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of California, disregarding the conflicts of law principles of such state, and applicable federal law.

(b) Liberal Construction. Despite any general rule of construction to the contrary, this Conservation Easement shall be liberally construed to accomplish the Purposes of this Conservation Easement and the policy and purpose of California Civil Code Section 815, *et seq.* If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purposes of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) Severability. If a court of competent jurisdiction voids or invalidates on its face any provision of this Conservation Easement, such action shall not affect the remainder of this Conservation Easement. If a court of competent jurisdiction voids or invalidates the application of any provision of this Conservation Easement to a person or circumstance, such action shall not affect the application of the provision to other persons or circumstances.

(d) Entire Agreement. This instrument together with the attached exhibits and any documents referred to herein sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment in accordance with Section 24.

(e) No Forfeiture. Nothing contained in this Conservation Easement will result in a forfeiture or reversion of Grantor’s title in any respect.

(f) Successors. The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of, the parties and their respective personal representatives, heirs, successors, and assigns and shall constitute a servitude running in perpetuity with the Property.

(g) Covenant Running with the Land. This Conservation Easement and covenants contained herein (1) are imposed upon the Property; (2) shall run with and against the same and shall be a charge and burden thereon for the benefit of Grantee, or any successor in interest, and USFWS; and (3) are perpetual and irrevocable.

(h) Termination of Rights and Obligations. A Party's rights and obligations under this Conservation Easement terminate upon transfer of the Party's interest in the Conservation Easement or Property, except that liability for acts, omissions, or breaches occurring prior to transfer shall survive transfer.

(i) Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon its construction or interpretation.

(j) Counterparts. The Parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both Parties; each counterpart shall be deemed an original instrument as against either Party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

(k) Exhibits. All Exhibits referred to in this Conservation Easement are attached and incorporated herein by reference.

(l) No Hazardous Materials Liability.

(1) Except as disclosed in any Phase 1 report provided to Grantee prior to the recordation of this Conservation Easement, Grantor represents and warrants to Grantee and USFWS that it has no knowledge or notice of any Hazardous Materials (defined below) or underground storage tanks existing, generated, treated, stored, used, released, disposed of, deposited or abandoned in, on, under, or from the Property, or transported to or from or affecting the Property.

(2) Without limiting the obligations of Grantor under Section 15 of this Conservation Easement, Grantor hereby releases and agrees to indemnify, protect and hold harmless Grantee's Indemnified Parties and USFWS's Indemnified Parties (each as defined in Section 15) from and against any and all Claims (as defined in Section 15) arising from or connected with any Hazardous Materials or underground storage tanks present, alleged to be present, released in, from, or about, or otherwise associated with the Property at any time, except that this release and indemnification shall be inapplicable to the Grantee's Indemnified Parties or USFWS's Indemnified Parties with respect to any Hazardous Materials placed, disposed, or released by Grantee's Indemnified Parties or USFWS's Indemnified Parties. This release and indemnification includes, without limitation, Claims for (a) injury to or death of any person or physical damage to any property; and (b) the violation or alleged violation of, or other failure to comply with, any Environmental Laws (defined below). If any action or proceeding is brought against any of USFWS's Indemnified Parties by reason of any such Claim, Grantor shall, at the election of and upon written notice from the USFWS Indemnified Party, defend such action or proceeding by counsel reasonably acceptable to the USFWS Indemnified Party or reimburse the

USFWS Indemnified Party for all charges incurred for services of the U.S. Department of Justice in defending the action or proceeding.

(3) Despite any contrary provision of this Conservation Easement, the parties do not intend this Conservation Easement to be, and this Conservation Easement shall not be, construed such that it creates in or gives to Grantee or USFWS any of the following:

(A) The obligations or liability of an “owner” or “operator,” as those terms are defined and used in Environmental Laws (defined below), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601, *et seq.*; hereinafter, “**CERCLA**”); or

(B) The obligations or liabilities of a person described in 42 U.S.C. Section 9607(a)(3) or (4); or

(C) The obligations of a responsible person under any applicable Environmental Laws; or

(D) The right or duty to investigate and remediate any Hazardous Materials associated with the Property; or

(E) Any control over Grantor’s ability to investigate, remove, remediate or otherwise clean up any Hazardous Materials associated with the Property.

(4) The term “**Hazardous Materials**” includes, without limitation, (a) material that is flammable, explosive or radioactive; (b) petroleum products, including by-products and fractions thereof; and (c) hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in CERCLA; the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, *et seq.*; hereinafter “**RCRA**”); the Hazardous Materials Transportation Act (49 U.S.C. Section 5101, *et seq.*; hereinafter “**HTA**”); the Hazardous Waste Control Law (California Health & Safety Code Section 25100, *et seq.*; hereinafter “**HCL**”); the Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health & Safety Code Section 25300, *et seq.*; hereinafter “**HSA**”), and in the regulations adopted and publications promulgated pursuant to them, or any other applicable Environmental Laws now in effect or enacted after the date of this Conservation Easement.

(5) The term “**Environmental Laws**” includes, without limitation, CERCLA, RCRA, HTA, HCL, HSA, and any other federal, state, local or administrative agency statute, code, ordinance, rule, regulation, order or requirement relating to pollution, protection of human health or safety, the environment or Hazardous Materials, Grantor represents, warrants and covenants to Grantee and USFWS that activities upon and use of the Property by Grantor, its agents, employees, invitees and contractors will comply with all Environmental Laws. Grantee represents, warrants and covenants to Grantor and USFWS that activities upon and use of the Property by Grantee, its agents, employees, invitees and contractors will comply with all Environmental Laws.

(m) Warranty. Grantor represents and warrants that Grantor is the sole owner of fee simple title to the Property; that the Property is not subject to any other

conservation easement; and that there are no outstanding mortgages, liens, encumbrances or other interests in the Property (including, without limitation, water and mineral interests) that may conflict or are otherwise inconsistent with this Conservation Easement and which have not been expressly subordinated to this Conservation Easement by a written, recorded Subordination Agreement approved by Grantee and USFWS.

(n) Additional Easements. Grantor shall not grant any additional easements, rights of way, or other interests in the Property (other than a security interest that is expressly subordinated to this Conservation Easement), or grant, transfer, abandon, or relinquish (each a “**Transfer**”) any mineral, air, or water right, or any water associated with the Property, without first obtaining the written consent of Grantee and USFWS. Grantee or USFWS may withhold such consent if it determines that the proposed interest or Transfer is inconsistent with the Permit or the Purposes of this Conservation Easement or may impair or interfere with the Conservation Values of the Property. This Section 30(n) shall not limit the provisions of Sections 2(d) or 4(o), nor prohibit transfer of a fee or leasehold interest in the Property that is subject to this Conservation Easement and complies with Section 20. Grantor shall provide a certified copy of any recorded or unrecorded grant or Transfer document to Grantee and USFWS.

SIGNATURE PAGE TO THE CONSERVATION EASEMENT BY THE CITY OF COLTON IN FAVOR OF THE RIVERS & LANDS CONSERVANCY

IN WITNESS WHEREOF Grantor and Grantee have executed this Conservation Easement the day and year first above written and have agreed to be bound by the terms and provisions hereof.

GRANTOR:

CITY OF COLTON, a municipal corporation

By: _____
Richard Delarosa, Mayor

Attest:

By: _____
Name: _____
Title: _____

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Conservation Easement by City of Colton, a municipal corporation of the State of California, dated _____, 20__, to the Rivers & Lands Conservancy, a California non-profit corporation, is accepted by the undersigned officers on behalf of Grantee.

GRANTEE:

RIVERS & LANDS CONSERVANCY, A
California non-profit corporation

By: _____

Name: _____

Title: _____

Date: _____

[ATTACH NOTARY ACKNOWLEDGEMENTS]

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.

ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)

On June 20, 2018, before me,
personally appeared

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

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- Individual
Corporate Officer

Title(s)

- Partner(s) Limited General
Attorney-In-Fact
Trustee(s)
Guardian/Conservator
Other:

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number Of Pages

Date Of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

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.

ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)

On June 20, 2018, before me,
personally appeared

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

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- Individual
Corporate Officer

Title(s)

- Partner(s) Limited General
Attorney-In-Fact
Trustee(s)
Guardian/Conservator
Other:

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number Of Pages

Date Of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

APN 0160-302-03

EXHIBIT "A"

LEGAL DESCRIPTION

In the City of Colton, County of San Bernardino, State of California, being that portion of the E1/2 of the NW1/4 of the NW1/4 of Section 19 Township 1 South, Range 4 West, San Bernardino Base & Meridian.

Beginning at the Southeast Corner of Block 6, Tract 1980 Map Book 28, Pages 68-72 Records of the County of San Bernardino, California. Thence North along the East Line of said Block 6 34.58 feet; Thence leaving said East Line East 93.38 to the **TRUE POINT OF BEGINNING**;

Thence North 00°02'24" East 764.70 Feet;

Thence South 89°53'21" East 417.63 Feet;

Thence South 00°12'41" West 679.85 Feet;

Thence North 89°47'11" West 56.17 Feet to the beginning of a tangent curve concave to south having a radius of 114.00 Feet;

Thence along said curve Westerly through a central angle of 10°47'24" 21.47 Feet;

Thence South 79°25'25" West 63.55 Feet to the beginning of a tangent curve concave to southeast having a radius of 220.00 Feet;

Thence along said curve Westerly through a central angle of 10°28'50" 40.24 Feet

Thence South 68°56'35" West 73.27 Feet to the beginning of a tangent curve concave to northerly having a radius of 502.00 Feet;

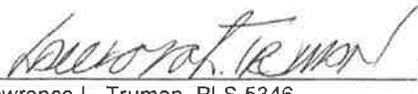
Thence along said curve Westerly through a central angle of 19°42'57" 172.74 Feet to the **POINT OF BEGINNING**. A radial line through said point of beginning bears North 01°20'27" West

Excepting therefrom any portion that falls in the right of ways of "C" Street or South Pacific Rail Road.

CONTAINING: 6.879 acres, more or less.

EXHIBIT "B" attached hereto and by this reference made a part hereof.

This description was prepared by me or under my direction:

 Date: 9/19/14
Lawrence L. Truman, PLS 5346



RBF Consulting
3210 East Guasti Road
Ontario, CA 91761

September 19, 2014
JN 141338
Page 1 of 1

LEGAL DESCRIPTION OF PROPERTY

The Land referred to herein is situated in the State of California, County of San Bernardino, State of California, and is described as follows:

Parcels Nos. 3 and 4, and 18 through 24, inclusive, Parcel Map No. 7799, in the City of Colton, County of San Bernardino, State of California, s per Plat recorded in Book 84 of parcel Maps, Pages 5, 6 and 7, Records of said county.

Assessor's Parcel No. 0254-051-48, 49, 63, 64, 65, 66; 0254-061-36, 37, 38

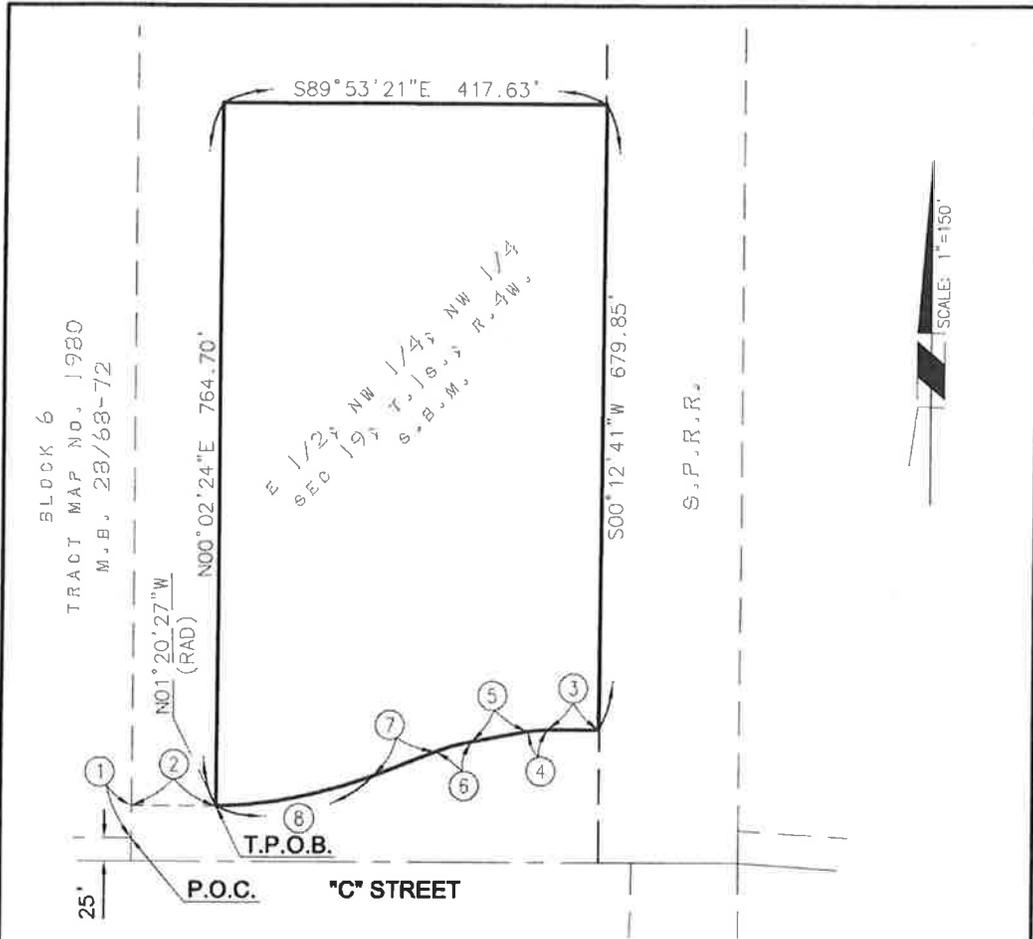
ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT PORTION OF FARM LOT 185, ACCORDING TO THE MAP OF THE TOWN OF RIALTO, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AND ADJOINING SUBDIVISIONS AS PER PLAT RECORDED IN BOOK 4, PAGE 11 OF MAPS, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER OF A STREET ALONG THE NORTH SIDE OF SAID LOT, SAID POINT BEING 30 FEET NORTH OF THE NORTHEAST CORNER OF THE WEST 4-½ ACRES OF SAID LOT; THENCE EAST ALONG SAID CENTER LINE OF SAID STREET 208.71 FEET; THENCE SOUTH 208.71 FEET; THENCE WEST 208.71 FEET TO THE EAST LINE OF SAID WEST 4-½ ACRES OF SAID LOT; THENCE NORTH 208.71 FEET TO THE POINT OF BEGINNING.

APN: 0254-061-02-0-000

EXHIBIT B
Depiction of Property



LINE/CURVE DATA TABLE				LINE/CURVE DATA TABLE			
NO	BEARING/DELTA	RADIUS	LENGTH	NO	BEARING/DELTA	RADIUS	LENGTH
1	NORTH	--	34.58'	5	S79°25'25\"W	--	63.55'
2	EAST	--	93.38'	6	10°28'50\"	220.00'	40.24'
3	N89°47'11\"W	--	56.17'	7	S68°56'35\"W	--	73.27'
4	10°47'24\"	114.00'	21.47'	8	19°42'57\"	502.00'	172.74'

EXHIBIT "B"
SKETCH TO ACCOMPANY A
LEGAL DESCRIPTION FOR

FLY ENCLOSURE EASEMENT
HCP PARCEL NUMBER 97
APN: 0160-302-03
CONTAINING: 6.872 ACRES

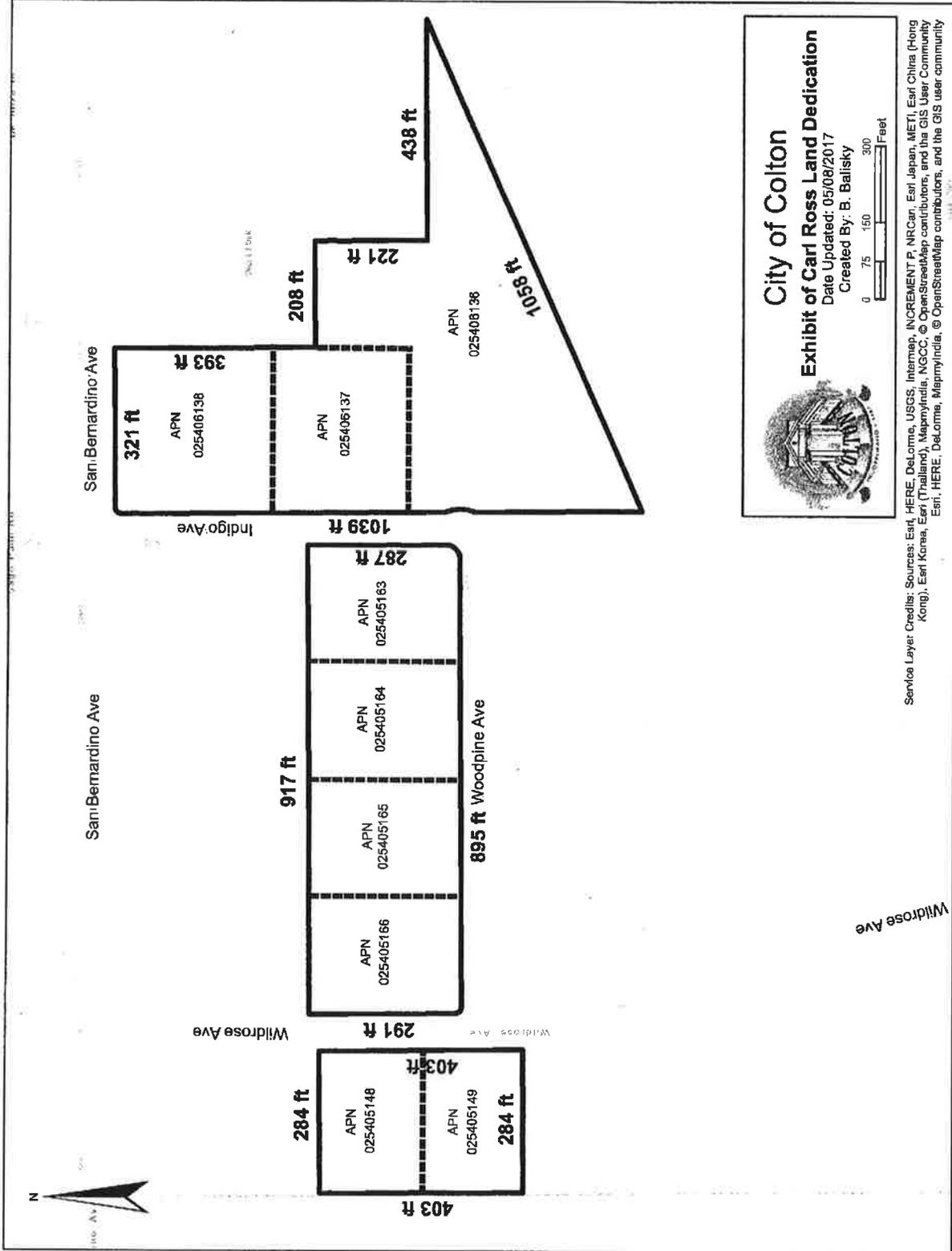


SHEET 1 OF 1 SHEET
PLANNING ■ DESIGN ■ CONSTRUCTION
3210 EAST QUARTI ROAD, SUITE 100,
ONTARIO, CALIFORNIA 91761-8842
909.374.4100 • FAX 909.474.4004 • WWW.RBF.COM

SEPTEMBER 19, 2014

J.N.: 141338

H:\DATA\141338\CAD\MAPPING\EXHIBITS\141338-EX-000-855.0WG ADRNA 9/19/14 12:18 pm



Conservation Easement 008
 R522-050 – 1571042.1

Exhibit B-2

23152.063178786963.14



STAFF REPORT

DATE: JULY 17, 2018
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
 FROM: BILL SMITH, CITY MANAGER
 PREPARED BY: DAVID X. KOLK, Ph.D., UTILITY DIRECTOR
 SUBJECT: 2017 ANNUAL POWER SOURCE DISCLOSURE

RECOMMENDED ACTION

It is recommended that the City Council approve Resolution R-79-18 approving the 2017 Annual Power Source Disclosure Report and Attestation of the Veracity of the Annual Report.

BACKGROUND

Senate Bill 1305 (SB 1305), was approved in 1997, to ensure that all retail suppliers of electricity disclose to consumers the sources of energy used to provide the electric service in an accurate, reliable and simple to understand manner. The SB 1305 Report is commonly referred to as the Power Disclosure Report. The Colton Electric Department (CED) submits an annual Power Source Disclosure (PSD) Report to the California Energy Commission (CEC) by June 1st of each year. The information contained in this reporting is used to prepare the annual Power Content Label (PCL), which is mailed to our customers around October of each year.

In 2017, the Regulation for the power source disclosure reporting was updated and the changes were effective in October 2016. The changes included a provision that requires utilities to engage a third-party certified public accountant (CPA) to perform an audit to verify the specific purchases, resales, and self-consumption of energy by fuel type. The regulation includes an exemption from the audit requirement for publically owned electric utilities, “if the governing board of directors approves at a public meeting the submission to the Energy Commission of an attestation of the veracity of the annual report.”

ISSUES/ANALYSIS

CED staff filed the annual PSD report to the CEC in May 2018 when it was due. The Attestation Form was signed and submitted by the Utilities Planning Manager. Resolution R-79-18 approves the annual PSD Report submission and provides the attestation to the veracity of the report as required for exemption from the third party audit.

FISCAL IMPACTS

Approval of Resolution R-79-18 does not have a financial impact to the Electric Department.

ALTERNATIVES

Provide alternative direction to Staff.

ATTACHMENTS

1. Resolution R-79-18
2. CED 2017 Annual Power Source Disclosure Report

ATTACHMENT 1

RESOLUTION R-79-18

APPROVING THE 2017 ANNUAL POWER SOURCE
DISCLOSURE REPORT AND ATTESTATION OF
THE VERACITY OF THE ANNUAL REPORT

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

RESOLUTION NO. R-79-18
RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF COLTON APPROVING THE 2017 ANNUAL POWER
SOURCE DISCLOSURE REPORT AND ATTESTATION
OF THE VERACITY OF THE ANNUAL REPORT

WHEREAS, Senate Bill 1305 was adopted in 1997, establishing a Power Source Disclosure Program that requires retail sellers of electricity to annual submit a power source disclosure report to the California Energy Commission, and;

WHEREAS, the Colton Electric Utility is a retail seller of electricity as defined by the Power Source Disclosure Program, and;

WHEREAS, the Power Source Disclosure Regulation was updated effective October 31, 2016, requiring an annual audit by an outside certified public accountant of the information in the annual Power Source Disclosure Report, and;

WHEREAS, a publically owned utility (POU) is exempt from the annual audit requirement if the governing body of the POU approves at a public meeting the submission to the Energy Commission of an attestation of the veracity of the annual report, and;

WHEREAS, Colton Electric Utility staff prepared and submitted the 2017 Annual Power Source Disclosure Report to the Energy Commission in accordance with the Regulation.

NOW, THEREFORE, the City Council of the City of Colton, State of California do hereby resolved as follows:

SECTION 1. Approve the submission of the 2017 Annual Power Source Disclosure Report and provide attestation of the veracity of the annual report submitted by staff.

PASSED, APPROVED AND ADOPTED this 17th day of July 2018.

RICHARD A. DELAROSA
Mayor

ATTEST:

CAROLINA R. PADILLA
City Clerk

ATTACHMENT 2

CITY OF COLTON 2017 ANNUAL POWER SOURCE DISCLOSURE REPORT



**ANNUAL REPORT TO THE CALIFORNIA ENERGY COMMISSION:
 Power Source Disclosure Program
 Schedule 1 and 2, applicable to: Load Serving Entities
 For the Year Ending December 31, 2017**

Load serving entities are required to use the posted template and are not allowed to make edits to this format.
 Please fill out the company name and contact information.

GENERAL INSTRUCTIONS

COMPANY NAME	
City of Colton	
PRODUCT NAME (If Multiple Products Offered)	
CONTACT INFORMATION	
Name	Rebecca Gallegos
Title	Utilities Planning Manager
Mailing Address	650 N. La Cadena Drive
City, State, Zip	Colton, CA 92324
Phone	909-370-5175
E-mail	rgallegos@coltonca.gov
Website for PCL Posting	www.coltononline.org

Please fill out the schedules that apply to your company's filing requirements. Provide the annual report and attestation together in PDF format and the annual report in an excel file by email to PSDprogram@energy.ca.gov. Remember to fill in the company name above, submit separate reports and attestations for each additional product if multiple electric service products are offered. Report procurements in MWh (not kWh).

NOTE: Information submitted in this report is not automatically held confidential. If your company wishes the information submitted to be considered confidential an authorized representative must submit an application for confidential designation (CEC-13), which can be found on the California Energy Commissions's website at http://www.energy.ca.gov/commission/chief_counsel/documents/CEC13.pdf

If you have questions, contact PSD staff at PSDprogram@energy.ca.gov or (916) 653-6222.



ANNUAL REPORT TO THE CALIFORNIA ENERGY COMMISSION: Power Source Disclosure Program

For the Year Ending December 31, 2017 SCHEDULE 1: POWER PROCUREMENTS AND RETAIL SALES Applicable to: Load Serving Entities

INSTRUCTIONS: Enter information about power procurements supporting all electricity products for which your company is filing the Annual Report. If you need additional rows, add them from the INSERT menu. Please list all purchases (Specified and Unspecified purchases) as line items under the Facility Name heading. If a procurement was for unbundled RECs include the term "REC Only" in parentheses after the facility name in the Facility Name column, and categorize the power as the fuel type of the generating facility from which the unbundled REC was derived. If procured power was from a transaction that expressly transferred energy only and not the RECs associated with that energy, identify the power as "Unspecified Power" in the Fuel Type column.

ALL PROCUREMENTS (Specified and Unspecified)												
Facility Name	Unit No.	Fuel Type	Location (State or Province)	RPS ID	WREGIS GUID	EIA ID	FERC QF ID	Gross MWh Procured	MWh Resold or Self-Consumed	Net MWh Procured		
San Juan Generating Station	3	Coal	NM			2451		192309	233	192076		
Palo Verde Nuclear Generating Station	1,2,3	Nuclear	AZ			6008		19170	3853	15317		
Magnolia Power Plant		Nat Gas	CA			56048	G0329	61128	5005	56123		
Hoover Dam		Lg Hydro	NV			154-Nevada		2984	466	2518		
High Winds Project		Wind	CA	60726A	W229	56075		5707		5707		
Agua Mansa Power Plant		Nat Gas	CA			59951	G0911	11649	11649	0		
MWD Small Hydro-loyote Creek, Rio Honda, Valley View, Perris		Sm Hydro	CA	5619A	W474	H0119,H0539,H0382,H0412		6944		6944		
Colton Solar 1		Solar PV	CA	62890A	W4518			4451		4451		
Colton Solar 2		Solar PV	CA	62877A	W4498			1997		1997		
Astoria 2		Solar PV	CA	62691A	W4931			14092		14092		
Kingbird B		Solar PV	CA	62424A	W4795			8891		8891		
Antelope DSR2		Solar PV	CA	63124C	W5084			5760		5760		
Puente Hills Landfill		Biomethane	CA	60290A	W448			60645		60645		
Solar City-Gonzales Center (Dominion Solar)		Solar PV	CA	63314A	W5028			494		494		
Solar City-Arbor Terrace (Dominion Solar)		Solar PV	CA	63286C	W5031			259		259		
Clearwater Paper Corp (REC ONLY)		Biomass	ID	60533A	W129			7384		7384		
CAISO Purchases		Unspecified	CA					20914	39114	-18200		
Gila River 3		Nat Gas	AZ					1601		1601		
Navajo Generating Station		Coal	AZ					3418		3418		
Irrington-TEPM		Nat Gas	AZ					1015		1015		
SRP System		Unspecified	AZ					58		58		
Total Net Purchases									370,550			
Total Retail Sales										358,037		



**ANNUAL REPORT TO THE CALIFORNIA ENERGY COMMISSION:
 Power Source Disclosure Program
 For the Year Ending December 31, 2017
 SCHEDULE 2: ANNUAL POWER CONTENT LABEL CALCULATION
 Applicable to: Load Serving Entities**

INSTRUCTIONS: Total specific purchases (by fuel type) and enter these numbers in the first column. Null power purchases should be included with Unspecified Power. REC only purchases should be included as part of the fuel type they represent. Total retail sales information from Schedule 1 will autopopulate on this schedule. Any difference between total net purchases and total retail sales will be applied pro-rata to each non-renewable fuel type. Each fuel type total will then be divided by retail sales to calculate fuel mix percentages.

	Net Purchases (MWh)	Percent of Total Retail Sales (MWh)
Specific Purchases		
Renewable	116,624	33%
Biomass & Biowaste	68,029	19%
Geothermal		0%
Eligible hydroelectric	6,944	2%
Solar	35,944	10%
Wind	5,707	2%
Coal	195,494	52%
Large Hydroelectric	2,518	1%
Natural Gas	58,739	16%
Nuclear	15,317	4%
Other		0%
Total Specific Purchases	388,692	105%
Unspecified Power (MWh)	(18,142)	-5%
Total	370,550	100%
Total Retail Sales (MWh)	358,037	

COMMENTS:



**ANNUAL REPORT TO THE CALIFORNIA ENERGY COMMISSION:
Power Source Disclosure Program
For the Year Ending December 31, 2017
ATTESTATION FORM
Applicable to: All participants in the Power Source Disclosure Program**

I, (print name and title) Rebecca Gallegos, declare under penalty of perjury, that the statements contained in Schedules 1 and 2 are true and correct and that I, as an authorized agent of (print name of company) City of Colton, have authority to submit this report on the company's behalf. I further declare that the megawatt-hours claimed as specific purchases as shown in these Schedules were, to the best of my knowledge, sold once and only once to retail consumers.

Name: Rebecca Gallegos

Signed: Rebecca Gallegos

Dated: 5/31/18

THIS PAGE WAS INTENTIONALLY LEFT BLANK



STAFF REPORT

DATE: JULY 17, 2018
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
 FROM: BILL SMITH, CITY MANAGER *BS*
 PREPARED BY: DAVID X. KOLK, Ph.D., UTILITY DIRECTOR *DK*
 SUBJECT: ACCEPTANCE OF EASEMENTS FOR THE LAUREL STREET
 GRADE SEPARATION PROJECT

RECOMMENDED ACTION

It is recommended that the City Council approve and accept the easements for the Laurel Street Grade Separation Project.

BACKGROUND

On May 4, 2010, Council approved the execution of a Memorandum of Understanding (MOU) between the City of Colton, San Bernardino County Transportation Authority (SBCTA), Union Pacific Corporation (UPRR) and Burlington Northern Santa Fe (BNSF). This MOU identified the following improvement projects for the City of Colton/SBCTA: 1) Quiet Zone Improvements; 2) Laurel Street Grade Separation; 3) 9th Street Improvement; and 4) New Connection Project. While the MOU identifies the various roles each entity would have for each of the improvements, individual funding agreements for each individual project have previously been approved by respective entities.

The Laurel Street Grade Separation Project ("Project") is the construction of the underpass that will separate the Laurel Street grade from the BNSF rail (6 tracks). The scope of work for this Project includes construction of the Railroad Bridge, right of way acquisition, landscaping and irrigation, drainage improvements, and utility relocations. SBCTA is the lead agency for the environmental, right of way, design and construction. The Laurel Grade Separation Project was successfully completed on October 19, 2016.

ISSUES/ANALYSIS

SBCTA is the lead and implementing agency for this Project. As part of the Project, SBCTA has acquired a number of easements and other property rights as a result of the Project. SBCTA acquired utility easements and other property rights on Laurel Avenue that will accommodate the relocated Utility and Road Right-of-Way. These easements and property rights were to be conveyed by quit claim deed to the City upon the completion of the Project. Pursuant to the Cooperative Agreement between the City and SBCTA.

The Cooperative Agreement was originally approved by the City Council on July 5, 2011. One of the provisions of the Cooperative Agreement is for SBCTA to convey all right-of-way acquired for the Project to the City and the City of San Bernardino after completion of the Project. Once the utility easements and other property rights are provided to the City of Colton, SBCTA involvement in the agreement will terminate with the exception of certain indemnity obligations relating to sufficiency of title passed to the City of Colton.

FISCAL IMPACTS

This action does not have fiscal impact to the City since construction of the grade separation is funded by a combination of federal, state and railroad funds to be administered by SBCTA. After Project completion, maintenance cost will be covered under annual street maintenance budget. Since this segment of Laurel Street is already being maintained by the City, no additional maintenance cost is necessary.

ALTERNATIVES

1. Provide alternative direction to staff.

ATTACHMENTS

1. Exhibit A – Grant of Easements from SBCTA

Exhibit A

Easement and Right-of-Way

RECORDING REQUESTED BY:
San Bernardino County Transportation Authority
1170 West Third Street, 2nd Floor
San Bernardino, CA 92410-1715

WHEN RECORDED MAIL TO:
City of Colton, Public Works Department
160 S. 10th Street
Colton, CA 92324
Attn.: Victor Ortiz, P.E.

RECORDER:
RECORD WITHOUT FEE SUBJECT TO
GOVT. CODE 6103



CITY OF COLTON APN:0161-091-13	QUITCLAIM DEED	DOCUMENT TRANSFER TAX \$0.00
-----------------------------------	-----------------------	------------------------------

For a valuable consideration, receipt of which is hereby acknowledged, the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY, as the successor in interest to the SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION pursuant to Senate Bill 1305 (hereinafter "SBCTA"), does hereby REMISE, RELEASE and QUITCLAIM to

CITY OF COLTON, a California municipal corporation,

all of SBCTA's rights, title and interests in the easement for public utility purposes obtained in the Easement Deed recorded March 1, 2013 as Document No. 2013-0088839 of the Official Records in the County of San Bernardino, a copy of which is attached hereto as Attachment "1" and made a part hereof, lying within that certain real property in the County of San Bernardino, State of California, described in EXHIBITS "A" and "B" to said Easement Deed.

San Bernardino County Transportation Authority,
successor in interest to the San Bernardino County
Transportation Commission pursuant to Senate Bill 1305

By: *Ray Wolfe*
Raymond W. Wolfe, PhD, Executive Director

Date: 1/21/18

	Township _____ Range _____ Section _____ Geo Index: _____ Sect _____ Quad. _____ Road Name: Laurel Street Project Name: Laurel Street Grade Separation A.P.N. (s): 0161-091-13
--	--

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE

Not Applicable

Name	Street Address	City & State
------	----------------	--------------

NOTARY ACKNOWLEDGEMENT

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.

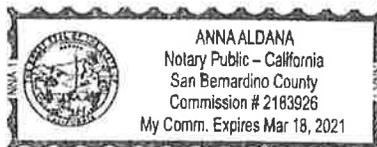
STATE OF California §

COUNTY OF San Bernardino

On January 31, 2018, before me, Anna Aldana, a Notary Public, personally appeared Raymond Walter Wolfe 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 Anna Aldana (Seal)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interests in real property conveyed by the Quitclaim Deed to which this Certificate of Acceptance is attached, dated _____ from Raymond W. Wolfe to the City of Colton, a municipal corporation, is hereby accepted by the order of City Council of the City of Colton on the 3rd day of February, 2015 and the CITY OF COLTON consents to recordation thereof by its duly authorized agent.

THE CITY OF COLTON, a municipal corporation

By: _____
Sabdi Sanchez
Chief Deputy City Clerk

Date: _____

ATTACHMENT “1”

Recorded in Official Records, County of San Bernardino

3/01/2013
1:00 PM
SG



DENNIS DRAEGER
ASSESSOR - RECORDER - CLERK

867 SPL Title Services

Doc#: 2013-0088839

Titles: 1 Pages: 5



Fees	0.00
Taxes	0.00
Other	0.00
PAYD	50.00

Lawyers Title
RECORDING REQUESTED BY
AND
WHEN RECORDED MAIL TO:
San Bernardino County
Transportation Commission
c/o SANBAG
1170 West Third Street, 2nd floor
San Bernardino, CA 92410-1715

APN: ~~0160-091-13~~
0161

Laurel Street Grade Separation

NO FEE PER GOVERNMENT CODE
SECTION 6103
12544389-10

SPACE ABOVE FOR RECORDER'S USE

EASEMENT DEED

Sergio Diaz and Emelina Diaz, husband and wife as joint tenants

GRANT to San Bernardino County Transportation Commission, hereinafter called Commission an EASEMENT for Public Utility purposes and incidents thereto, upon, over and across that certain real property in the City of Colton, County of San Bernardino, State of California, described as follows:

SEE EXHIBIT "A" and "B"

Date 9/26/12

Sergio Diaz and Emelina Diaz,
husband and wife as joint tenants

Sergio Diaz
Sergio Diaz

Emelina Diaz
Emelina Diaz

Laurel Street Grade Separation
APN: 0160-091-13
0161

ACKNOWLEDGEMENT

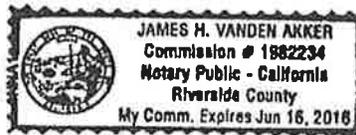
STATE OF CALIFORNIA)

COUNTY OF Los Angeles)

On Sep. 26, 2012, before me, James H. Vanden Akker,
Notary Public, personally appeared Sergio Diaz and Emelina Diaz, 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 James H. Vanden Akker

(Seal)

Certificate of Acceptance

This is to certify that the interest in the EASEMENT DEED conveyed by the within instrument to the San Bernardino County Transportation Commission, State of California, is hereby accepted by the undersigned officer/agent on behalf of the Board of Directors.

SAN BERNARDINO COUNTY
TRANSPORTATION COMMISSION

By: 
Executive Director

Name: Raymond Wolfe, PhD

Date: 11/15/12

EXHIBIT 'A'
Legal Description

That certain portion of Lot 18, Colton Land and Water Company Subdivision, in the City of Colton, County of San Bernardino, State of California, as shown on the map recorded in Book 1, Page 40 of Maps, in the Office of the County Recorder of said County, conveyed in the deed to Sergio Diaz and Emelina Diaz, recorded November 28, 2007 as Document No. 2007-0668121, Official Records of said County, lying northerly of the following described line:

COMMENCING at the northwesterly corner of said Document No. 2007-0668121;

Thence along the westerly line of said Document No. 2007-0668121, South $00^{\circ}23'12''$ East 12.65 feet to the **POINT OF BEGINNING**, being the beginning of a non-tangent curve concave southerly having a radius of 7042.50 feet, a radial line to said curve bears North $02^{\circ}46'22''$ West;

Thence easterly along said curve 100.11 feet through a central angle of $00^{\circ}48'52''$ to the **POINT OF TERMINUS** on the easterly line of said Document No. 2007-0668121, lying distant thereon South $00^{\circ}23'12''$ East 7.86 feet from the northeasterly corner of said Document No. 2007-0668121.

EXCEPTING THEREFROM that portion described as follows:

BEGINNING at the northwesterly corner of said Document No. 2007-0668121;

Thence along the northerly line of said Document No. 2007-0668121, North $89^{\circ}34'00''$ East 44.19 feet;

Thence leaving said northerly line, South $00^{\circ}26'00''$ East 3.10 feet to the beginning of a non-tangent curve concave southerly having a radius of 6966.00 feet, a radial line to said curve bears North $01^{\circ}50'20''$ West;

Thence westerly along said curve 44.21 feet through a central angle of $00^{\circ}21'49''$ to the westerly line of said Document No. 2007-0668121;

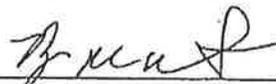
Thence along said westerly line, North $00^{\circ}23'12''$ West 4.32 feet to the **POINT OF BEGINNING**.

The above described parcel contains 874 square feet, more or less.

The bearings and distances shown in the above description are on the California Coordinate System of 1983 (2007.00), Zone 5. Divide distances shown in the above description by 0.99994626 to obtain ground distances.

As shown on Exhibit 'B', attached hereto and made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.



Ryan M. Versteeg, P.L.S. 7809 2-2-2012 Date



P:\T\TRAN0000004\0600\INFO\SV\Office\Legals\0161-091-13 PUE.docx

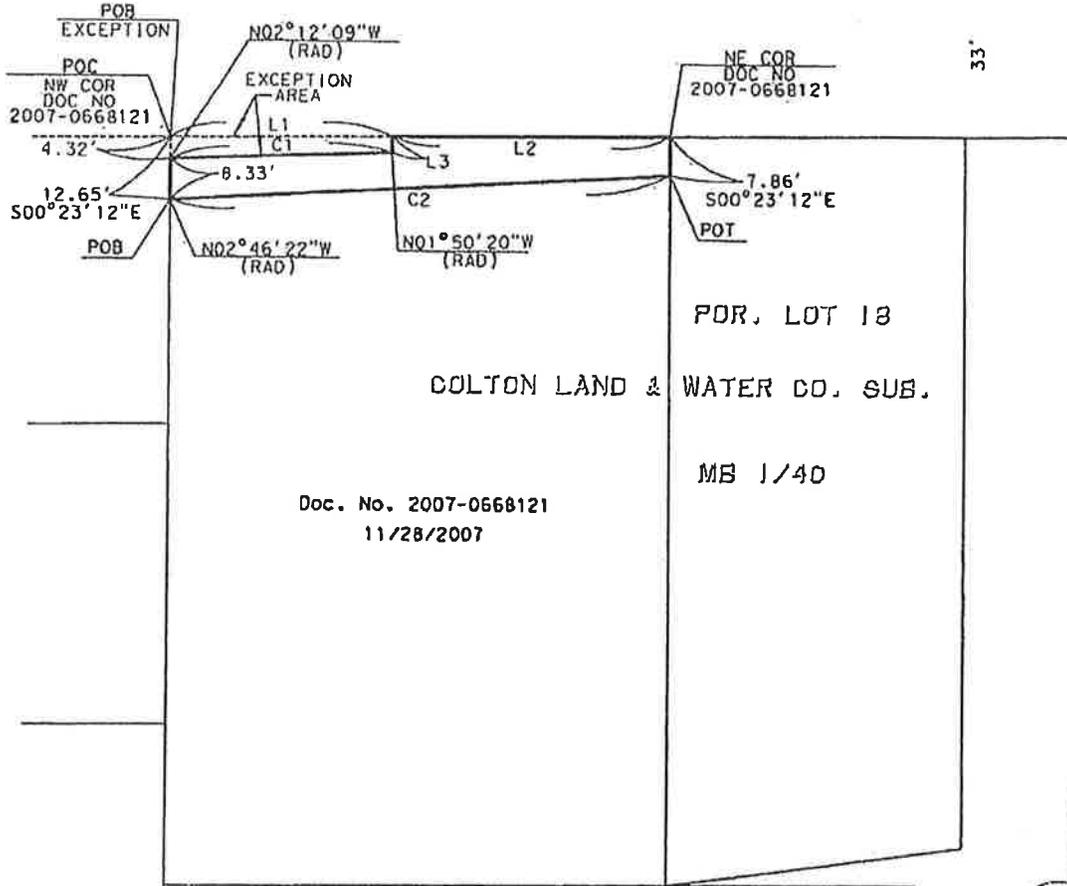
EXHIBIT 'B'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	00°21'49"	6966.00'	44.21'
C2	00°48'52"	7042.50'	100.11'

LAUREL

MILLER DRIVE

STREET



LEGEND

- PROPERTY LINES
- EASEMENT AREA
- POT POINT OF TERMINUS
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- AREA 874± SQUARE FEET

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°34'00"E	44.19'
L2	N89°34'00"E	55.80'
L3	S00°26'00"E	3.10'



DAVID EVANS AND ASSOCIATES INC.
 4200 Concourse, Suite 200
 Ontario California 91764
 Phone: 808.481.5750

EXHIBIT 'B'

JOB NO. 2
 TRAN0000-0004

SHEET: 1 TOTAL: 1

COUNTY: SAN BERNARDINO

CITY: COLTON

PUBLIC UTILITIES EASEMENT

APN: 0161-091-13

CHECKED BY: RMVE

DRAWN BY: KXG

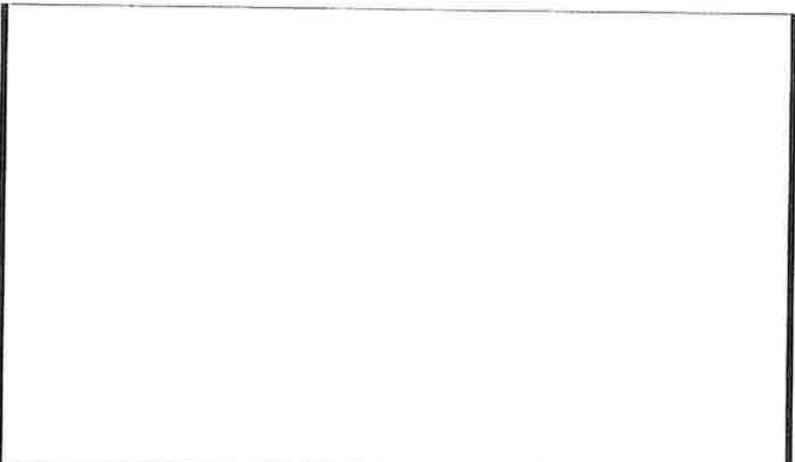
DATE: 01/04/12

SCALE: 1"=30'

RECORDING REQUESTED BY:
San Bernardino County Transportation Authority
1170 West Third Street, 2nd Floor
San Bernardino, CA 92410-1715

WHEN RECORDED MAIL TO:
City of Colton, Public Works Department
160 S. 10th Street
Colton, CA 92324
Attn.: Victor Ortiz, P.E.

RECORDER:
RECORD WITHOUT FEE SUBJECT TO
GOVT. CODE 6103



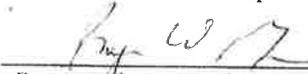
CITY OF COLTON APN: 0161-091-13	QUITCLAIM DEED	DOCUMENT TRANSFER TAX \$0.00
------------------------------------	-----------------------	------------------------------

For a valuable consideration, receipt of which is hereby acknowledged, the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY, as the successor in interest to the SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION pursuant to Senate Bill 1305 (hereinafter "SBCTA"), does hereby REMISE, RELEASE and QUITCLAIM to

CITY OF COLTON, a California municipal corporation,

all of SBCTA's rights, title and interests in the permanent roadway easement obtained in the Grant of Easement, recorded September 30, 2014 as Document No. 2014-362349 of the Official Records in the County of San Bernardino, a copy of which is attached hereto as Attachment "1" and made a part hereof, lying within that certain real property in the County of San Bernardino, State of California, described in EXHIBITS "A" and "B" to Grant of Easement.

San Bernardino County Transportation Authority,
successor in interest to the San Bernardino County
Transportation Commission pursuant to Senate Bill 1305

By: 
Raymond W. Wolfe, PhD, Executive Director

Date: 1/31/18

	Township _____ Range _____ Section _____ Geo Index: _____ Sect _____ Quad. _____ Road Name: Laurel Street Project Name: Laurel Street Grade Separation A.P.N. (s): 0161-091-13
--	--

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE

Not Applicable

Name	Street Address	City & State
------	----------------	--------------

NOTARY ACKNOWLEDGEMENT

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.

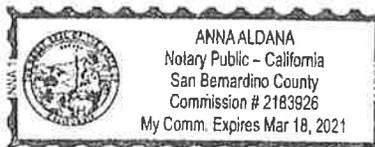
STATE OF California §

COUNTY OF San Bernardino

On January 31, 2018, before me, Anna Aldana, a Notary Public, personally appeared Raymond Walter Wolfe who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ is 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 Anna Aldana (Seal)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interests in real property conveyed by the Quitclaim Deed to which this Certificate of Acceptance is attached, dated _____ from Raymond W. Wolfe to the City of Colton, a municipal corporation, is hereby accepted by the order of City Council of the City of Colton on the 3rd day of February, 2015 and the CITY OF COLTON consents to recordation thereof by its duly authorized agent.

THE CITY OF COLTON, a municipal corporation

By: _____
Sabdi Sanchez
Chief Deputy City Clerk

Date: _____

ATTACHMENT “1”

RECORDING REQUESTED BY
AND
WHEN RECORDED MAIL TO:

San Bernardino County
Transportation Commission
c/o SANBAG
1170 West Third Street, 2nd floor
San Bernardino, CA 92410-1715

APN: 0161-091-13

Laurel Street Grade Separation

NO FEE PER GOVERNMENT CODE
SECTION 6103

A CERTIFIED TRUE COPY OF AN INSTRUMENT
RECORDED 9/30/14
AS INSTRUMENT NO. 2014-362349
OFFICIAL RECORDS San Bernardino Co
COMMONWEALTH LAND TITLE COMPANY W

SPACE ABOVE FOR RECORDER'S USE

GRANT OF EASEMENT

- All
- Portion
- Temporary Construction Easement

This Grant of Easement is entered into by and between the Sergio Diaz and Emelina Diaz, husband and wife as joint tenants, collectively hereinafter called Grantor, and the San Bernardino County Transportation Commission, hereinafter called Commission.

For a valuable consideration receipt of which is hereby acknowledged, Grantor hereby, GRANTS unto Commission, its successors, assigns, officers, agents and employees and persons under contract with said Commission and their employees, A PERMANENT ROADWAY EASEMENT FOR STREET AND HIGHWAY PURPOSES IN, OVER, UNDER AND ACROSS, the real property in the County of San Bernardino, described as follows: Exhibit "A", Legal Description, and Exhibit "B", Plat, attached hereto and made part hereof.

Date 5/15/14

Sergio Diaz and Emelina Diaz,
husband and wife as joint tenants

Sergio Diaz
Sergio Diaz

Emelina Diaz
Emelina Diaz

978278.1

ACKNOWLEDGEMENT

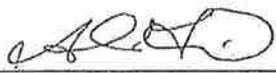
STATE OF CALIFORNIA)

COUNTY OF Los Angeles)

On May 15, 2014, before me, Angelica C. Luna,
Notary Public, personally appeared Sergio Diaz and Emelina Diaz, 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 

(Seal)



Certificate of Acceptance

This is to certify that the interest in the GRANT OF EASEMENT conveyed by the within instrument to the San Bernardino County Transportation Commission, State of California, is hereby accepted by the undersigned officer/agent on behalf of the Board of Directors.

SAN BERNARDINO COUNTY
TRANSPORTATION COMMISSION

By: 
Director of Project Delivery

Name: Garry Cohoe

Date: 7/2/14

978278.1

EXHIBIT 'A'
Legal Description

That certain portion of Lot 18, Colton Land and Water Company Subdivision, in the City of Colton, County of San Bernardino, State of California, as shown on the map recorded in Book 1, Page 40 of Maps, in the Office of the County Recorder of said County, conveyed in the deed to Sergio Diaz and Emelina Diaz, recorded November 28, 2007 as Document No. 2007-0668121, Official Records of said County, described as follows:

BEGINNING at the northwesterly corner of said portion of Lot 18;

Thence along the northerly line of said portion of Lot 18, North 89°34'00" East 70.48 feet to the beginning of a non-tangent curve concave southerly having a radius of 6968.50 feet, a radial line to said curve bears North 01°37'20" West;

Thence leaving said northerly line, westerly along said curve 70.51 feet through a central angle of 00°34'47" to the westerly line of said portion of Lot 18;

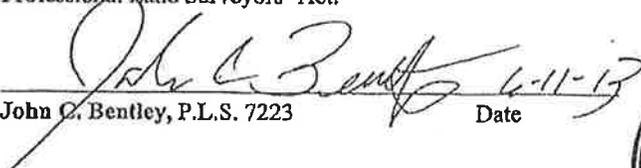
Thence along said westerly line, North 00°23'12" West 1.82 feet to the **POINT OF BEGINNING**.

The above described parcel contains 60 square feet, more or less.

The bearings and distances shown in the above description are on the California Coordinate System of 1983 (2007.00), Zone 5. Divide distances shown in the above description by 0.99994626 to obtain ground distances.

As shown on Exhibit 'B', attached hereto and made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.


John C. Bentley, P.L.S. 7223

Date



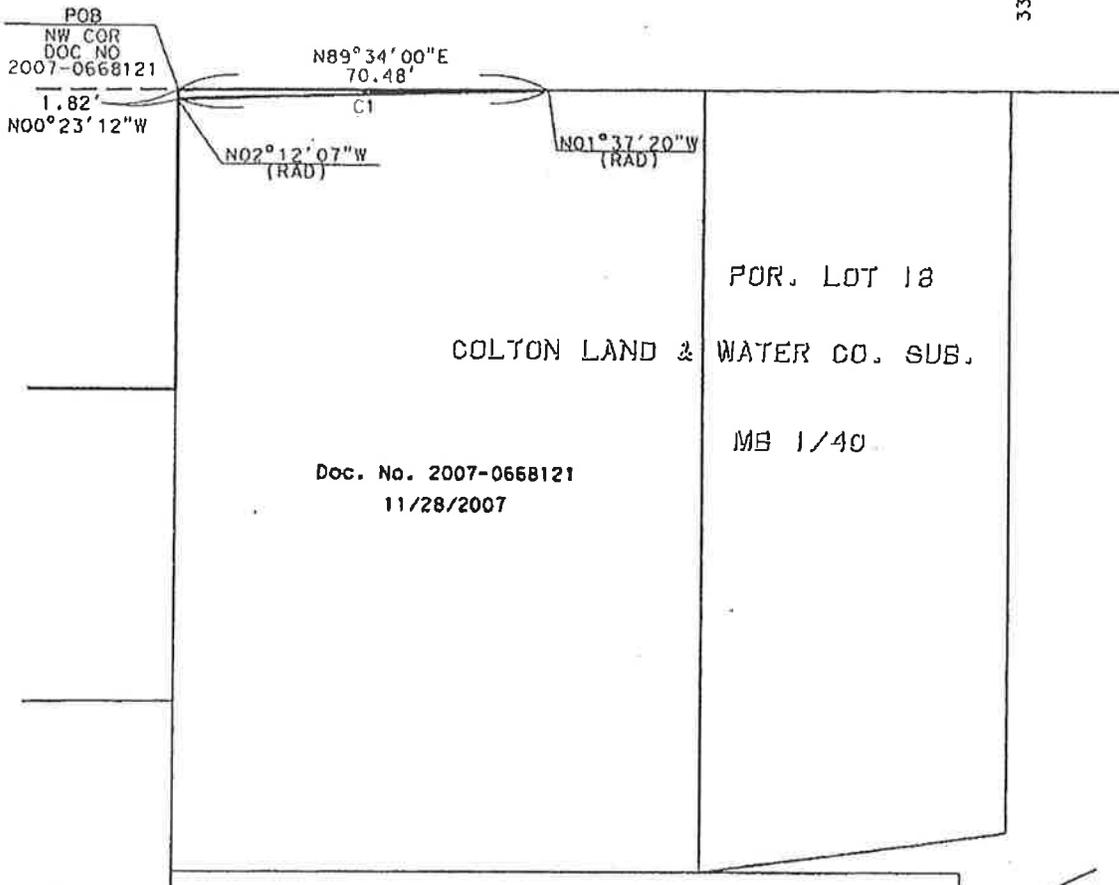
EXHIBIT 'B'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	00° 34' 47"	6968.50'	70.51'

LAUREL

MILLER
DRIVE

STREET



LEGEND

-  PROPERTY LINES
-  EASEMENT AREA
-  POB AREA
-  POINT OF BEGINNING
-  60± SQUARE FEET



**DAVID EVANS
AND ASSOCIATES INC.**
4200 Concourse, Suite 200
Ontario California 91764
Phone: 808.481.5750

EXHIBIT 'B'

JOB NO:
TRAN0000-0004

SHEET: 1 TOTAL: 1

COUNTY:
SAN BERNARDINO

CITY:
COLTON

ROAD EASEMENT

APN:
0161-091-13

CHECKED BY:
DRCR

DRAWN BY:
JCBE

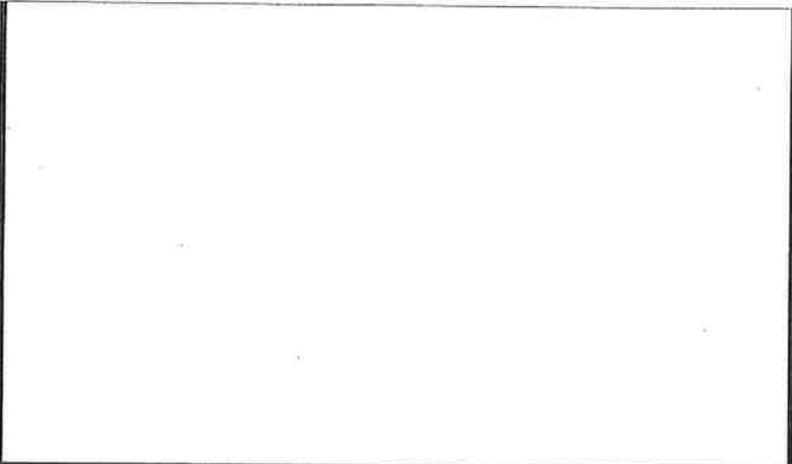
DATE:
06/10/13

SCALE:
1"=30'

RECORDING REQUESTED BY:
 San Bernardino County Transportation Authority
 1170 West Third Street, 2nd Floor
 San Bernardino, CA 92410-1715

WHEN RECORDED MAIL TO:
 City of Colton, Public Works Department
 160 S. 10th Street
 Colton, CA 92324
 Attn.: Victor Ortiz, P.E.

RECORDER:
 RECORD WITHOUT FEE SUBJECT TO
 GOVT. CODE 6103



CITY OF COLTON APN: 0161-091-11	QUITCLAIM DEED	DOCUMENT TRANSFER TAX \$0.00
------------------------------------	-----------------------	------------------------------

For a valuable consideration, receipt of which is hereby acknowledged, the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY, as the successor in interest to the SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION pursuant to Senate Bill 1305 (hereinafter "SBCTA"), does hereby REMISE, RELEASE and QUITCLAIM to

CITY OF COLTON, a California municipal corporation,

all of SBCTA's rights, title and interests in the real property obtained in the Grant Deed, recorded October 23, 2012 as Document No. 2012-0438026 of the Official Records in the County of San Bernardino, a copy of which is attached hereto as Attachment "1" and made a part hereof, in the County of San Bernardino, State of California, described in EXHIBIT "A" to said Grant Deed.

San Bernardino County Transportation Authority,
 successor in interest to the San Bernardino County
 Transportation Commission pursuant to Senate Bill 1305

By: Raymond W. Wolfe
 Raymond W. Wolfe, PhD, Executive Director

Date: 1/31/18

	Township _____ Range _____ Section _____ Geo Index: _____ Sect _____ Quad. _____ Road Name: Laurel Street Project Name: Laurel Street Grade Separation A.P.N. (s): 0161-091-11
--	--

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE

Not Applicable

Name	Street Address	City & State
------	----------------	--------------

NOTARY ACKNOWLEDGEMENT

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.

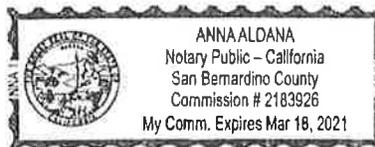
STATE OF California §

COUNTY OF San Bernardino

On January 31, 2018, before me, Anna Aldana, a Notary Public, personally appeared Raymond Walker Wolfe 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 Anna Aldana (Seal)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interests in real property conveyed by the Quitclaim Deed to which this Certificate of Acceptance is attached, dated _____ from Raymond W. Wolfe to the City of Colton, a municipal corporation, is hereby accepted by the order of City Council of the City of Colton on the 3rd day of February, 2015 and the CITY OF COLTON consents to recordation thereof by its duly authorized agent.

THE CITY OF COLTON, a municipal corporation

By: _____

Sabdi Sanchez
Chief Deputy City Clerk

Date: _____

ATTACHMENT “1”



DENNIS DRAEGER
ASSESSOR - RECORDER - CLERK

867 SPL Title Services

RECORDING REQUESTED BY
AND
WHEN RECORDED MAIL TO: *4*
MAIL TAX BILL TO
San Bernardino County
Transportation Commission
c/o SANBAG
1170 West Third Street, 2nd floor
San Bernardino, CA 92410-1715

Doc#: 2012-0438026

Title: 1 Pages: 5



Fees 0.00
Taxes 0.00
Other 0.00
Pn10 00.00

APN: 0161-091-11

Laurel Street Grade Separation

NO FEE PER GOVERNMENT CODE
SECTION 6103

SPACE ABOVE FOR RECORDER'S USE

GRANT DEED

- All
- Portion
- Temporary Construction Easement

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

FRANCISCO HUAPE AND VIRGINIA HUAPE, husband and wife as joint tenants

hereby GRANTS and conveys to the San Bernardino County Transportation Commission, hereinafter called Commission, unto Commission all that real property in the City of Colton, County of San Bernardino, State of California, described on the attached Exhibit "A" IN WITNESS WHEREOF, this instrument has been executed this 26 day of July, 2012.

Date 07-26-2012

Francisco Huape and Virginia Huape,
Husband and wife as joint tenants

By Francisco Huape

Print Name Francisco Huape

By Virginia Huape

Print Name Virginia Huape

Mail Tax Statement
To Same As Above

EXHIBIT "A"

All that certain real property situated in the County of San Bernardino, State of California, described as follows:

That portion of Colton Land and Water Co., Subdivision Lot 18, In the City of Colton, county of San Bernardino, State of California, as per map recorded in Book 1 of Maps, Page 40, in the Office of the County Recorder of said County, described as follows:

Beginning at the Southeast corner of Eighth Street and Laurel Street; thence East 150 feet; thence South 57.5 feet; thence West 150 feet; thence North 57.5 feet to the point of beginning.

Assessor's Parcel Number 0161-091-11

Laurel Street Grade Separation
APN: 0161-091-11

ACKNOWLEDGEMENT

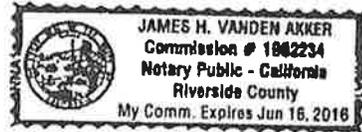
STATE OF CALIFORNIA)

COUNTY OF San Bernardino)

On July 26, 2012, before me, James H. Vanden Akker,
Notary Public, personally appeared Francisco Huape and Virginia Huape, 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 James H. Vanden Akker

(Seal)

Comm # 1982234

GOVERNMENT CODE SECTION 27361.7

I CERTIFY UNDER PENALTY OF PERJURY THAT THE
NOTARY SEAL ON THE DOCUMENT TO WHICH THIS
STATEMENT IS ATTACHED READS AS FOLLOWS:

NAME OF NOTARY: James H. Vanden Akker

DATE COMMISSION EXPIRES: June 16, 2016

COUNTY WHERE BOND IS FILED: Riverside

COMMISSION NO.: 1982234

VENDOR NO.: NNA1

PLACE OF EXECUTION: Newport Beach, CA

DATE: 10/22/12

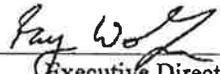
Lawyers Title, California



Certificate of Acceptance

This is to certify that the interest in the GRANT DEED conveyed by the within instrument to the San Bernardino County Transportation Commission, State of California, is hereby accepted by the undersigned officer/agent on behalf of the Board of Directors.

SAN BERNARDINO COUNTY
TRANSPORTATION COMMISSION

By: 
Executive Director

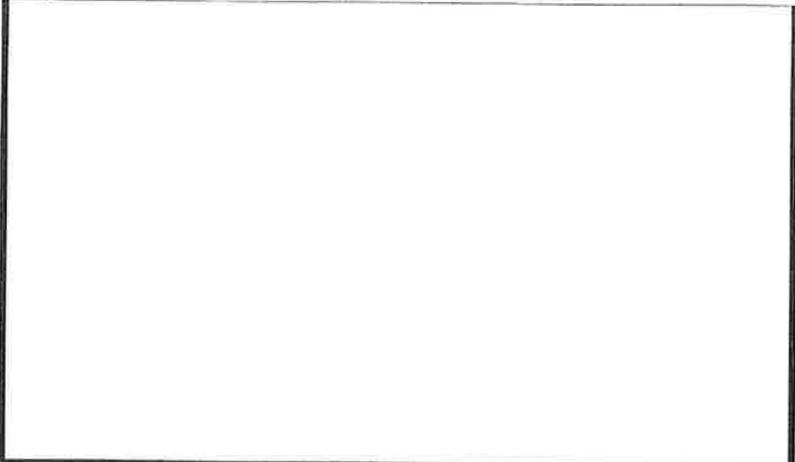
Name: Raymond Wolfe, PhD

Date: 8/27/12

RECORDING REQUESTED BY:
San Bernardino County Transportation Authority
1170 West Third Street, 2nd Floor
San Bernardino, CA 92410-1715

WHEN RECORDED MAIL TO:
City of Colton, Public Works Department
160 S. 10th Street
Colton, CA 92324
Attn.: Victor Ortiz, P.E.

RECORDER:
RECORD WITHOUT FEE SUBJECT TO
GOVT. CODE 6103



CITY OF COLTON APN: 0161-091-10	QUITCLAIM DEED	DOCUMENT TRANSFER TAX \$0.00
------------------------------------	-----------------------	------------------------------

For a valuable consideration, receipt of which is hereby acknowledged, the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY, as the successor in interest to the SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION pursuant to Senate Bill 1305 (hereinafter "SBCTA"), does hereby REMISE, RELEASE and QUITCLAIM to

CITY OF COLTON, a California municipal corporation,

all of SBCTA's rights, title and interests in the permanent roadway easement obtained in the Grant of Easement, recorded May 14, 2013 as Document No. 2013-0201873 of the Official Records in the County of San Bernardino, a copy of which is attached hereto as Attachment "1" and made a part hereof, lying within that certain real property in the County of San Bernardino, State of California, described in EXHIBITS "A" and "B" to said Grant of Easement.

San Bernardino County Transportation Authority,
successor in interest to the San Bernardino County
Transportation Commission pursuant to Senate Bill 1305

By: Raymond W. Wolfe
Raymond W. Wolfe, PhD, Executive Director

Date: 1/31/18

	Township _____ Range _____ Section _____ Geo Index: _____ Sect _____ Quad. _____ Road Name: Laurel Street Project Name: Laurel Street Grade Separation A.P.N. (s): 0161-091-10
--	--

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE

Not Applicable

Name	Street Address	City & State
------	----------------	--------------

NOTARY ACKNOWLEDGEMENT

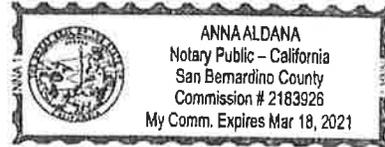
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California §
COUNTY OF San Bernardino

On January 31, 2018, before me, Anna Aldana, a Notary Public, personally appeared Raymond Walter Wolfe 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 Anna Aldana (Seal)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interests in real property conveyed by the Quitclaim Deed to which this Certificate of Acceptance is attached, dated _____ from Raymond W. Wolfe to the City of Colton, a municipal corporation, is hereby accepted by the order of City Council of the City of Colton on the 3rd day of February, 2015 and the CITY OF COLTON consents to recordation thereof by its duly authorized agent.

THE CITY OF COLTON, a municipal corporation

By: _____
Sabdi Sanchez
Chief Deputy City Clerk

Date: _____

ATTACHMENT “1”

Lawyers Title Company

RECORDING REQUESTED BY
AND
WHEN RECORDED MAIL TO:
MAIL TAX BILL TO
San Bernardino County
Transportation Commission
c/o SANBAG
1170 West Third Street, 2nd floor
San Bernardino, CA 92410-1715

APN: 0161-091-10

Laurel Street Grade Separation

NO FEE PER GOVERNMENT CODE
SECTION 6103
12544383

Recorded in Official Records, County of San Bernardino

6/14/2013
8:00 AM
CA



DENNIS DRAEGER
ASSESSOR - RECORDER - CLERK

867 SPL Title Services

Doc#: 2013-0201873

Titles: 1 Pages: 7



Fees 0.00
Taxes 0.00
Other 0.00
FATO \$0.00

SPACE ABOVE FOR RECORDER'S USE

GRANT OF EASEMENT

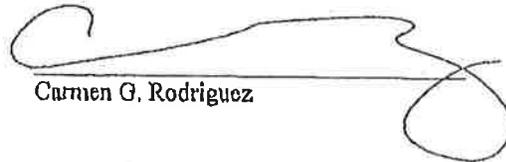
- All
- Portion
- Temporary Construction Easement

This Grant of Easement is entered into by and between the Carmen G. Rodriguez, a single woman, called Grantor, and the San Bernardino County Transportation Commission, hereinafter called Commission.

For a valuable consideration receipt of which is hereby acknowledged, ^{*Carmen G. Rodriguez} hereby GRANTS unto Commission, its officers, agents and employees and persons under contract with said Commission and their employees, A PERMANENT ROADWAY EASEMENT FOR STREET AND HIGHWAY PURPOSES IN, OVER, UNDER AND ACROSS, the real property in the County of San Bernardino, described as follows: Exhibit "A", Legal Description, and Exhibit "B", Plat, attached hereto and made part hereof.

Date 7/30/12

*Carmen G. Rodriguez, a single woman


Carmen G. Rodriguez

MAIL TAX STATEMENTS TO SAME AS ABOVE.

Description: San Bernardino, CA Document-Year, DocID 2013.201873 Page: 1 of 7
Order: docs Comment:

Lauro Street Grade Separation
APN: 0161-091-10

ACKNOWLEDGEMENT

STATE OF CALIFORNIA)

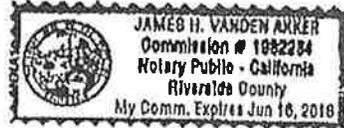
COUNTY OF San Bernardino)

On July 30, 2012, before me, James H. Vanden Akker,
Notary Public, personally appeared Carmen G. Rodriguez, 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 James H. Vanden Akker



(Seal)

GOVERNMENT CODE SECTION 27361.7

I CERTIFY UNDER PENALTY OF PERJURY THAT THE
NOTARY SEAL ON THE DOCUMENT TO WHICH THIS
STATEMENT IS ATTACHED READS AS FOLLOWS:

NAME OF NOTARY: James H. Vanden Akker

DATE COMMISSION EXPIRES: June 16, 2016

COUNTY WHERE BOND IS FILED: Riverside

COMMISSION NO.: 1982234

VENDOR NO.: NNA1

PLACE OF EXECUTION: Newport Beach, CA

DATE: May 13, 2013

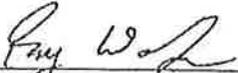
Lawyers Title, California



Certificate of Acceptance

This is to certify that the interest in the GRANT OF BASEMENT conveyed by the within instrument to the San Bernardino County Transportation Commission, State of California, is hereby accepted by the undersigned officer/agent on behalf of the Board of Directors.

SAN BERNARDINO COUNTY
TRANSPORTATION COMMISSION

By: 
Executive Director

Name: Raymond Wolfe, PhD

Date: 9/4/12

EXHIBIT 'A'
Legal Description

That certain portion of Lot 18, Colton Land and Water Company Subdivision, in the City of Colton, County of San Bernardino, State of California, as shown on the map recorded in Book 1, Page 40 of Maps, in the Office of the County Recorder of said County, conveyed in the deed to Carmen G. Rodriguez, recorded November 10, 2004 as Document No. 2004-0818923, Official Records of said County, described as follows:

COMMENCING at the northwesterly corner of said Document No. 2004-0818923;

Thence along the westerly line of said Document No. 2004-0818923, South $00^{\circ}23'12''$ East 5.35 feet to the TRUE POINT OF BEGINNING, being the beginning of a non-tangent curve concave westerly having a radius of 43.50 feet, a radial line to said curve bears North $66^{\circ}28'20''$ East;

Thence southerly along said curve 33.49 feet through a central angle of $44^{\circ}06'59''$ to the beginning of a reverse curve concave southeasterly having a radius of 39.50 feet;

Thence southwestery along said curve 1.84 feet through a central angle of $02^{\circ}39'53''$ to said westerly line;

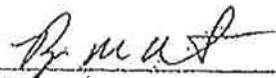
Thence along said westerly line, North $00^{\circ}23'12''$ West 34.40 feet to the TRUE POINT OF BEGINNING.

The above described parcel contains 80 square feet, more or less.

The bearings and distances shown in the above description are on the California Coordinate System of 1983 (2007.00), Zone 5. Divide distances shown in the above description by 0.99994626 to obtain ground distances.

As shown on Exhibit 'B', attached hereto and made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

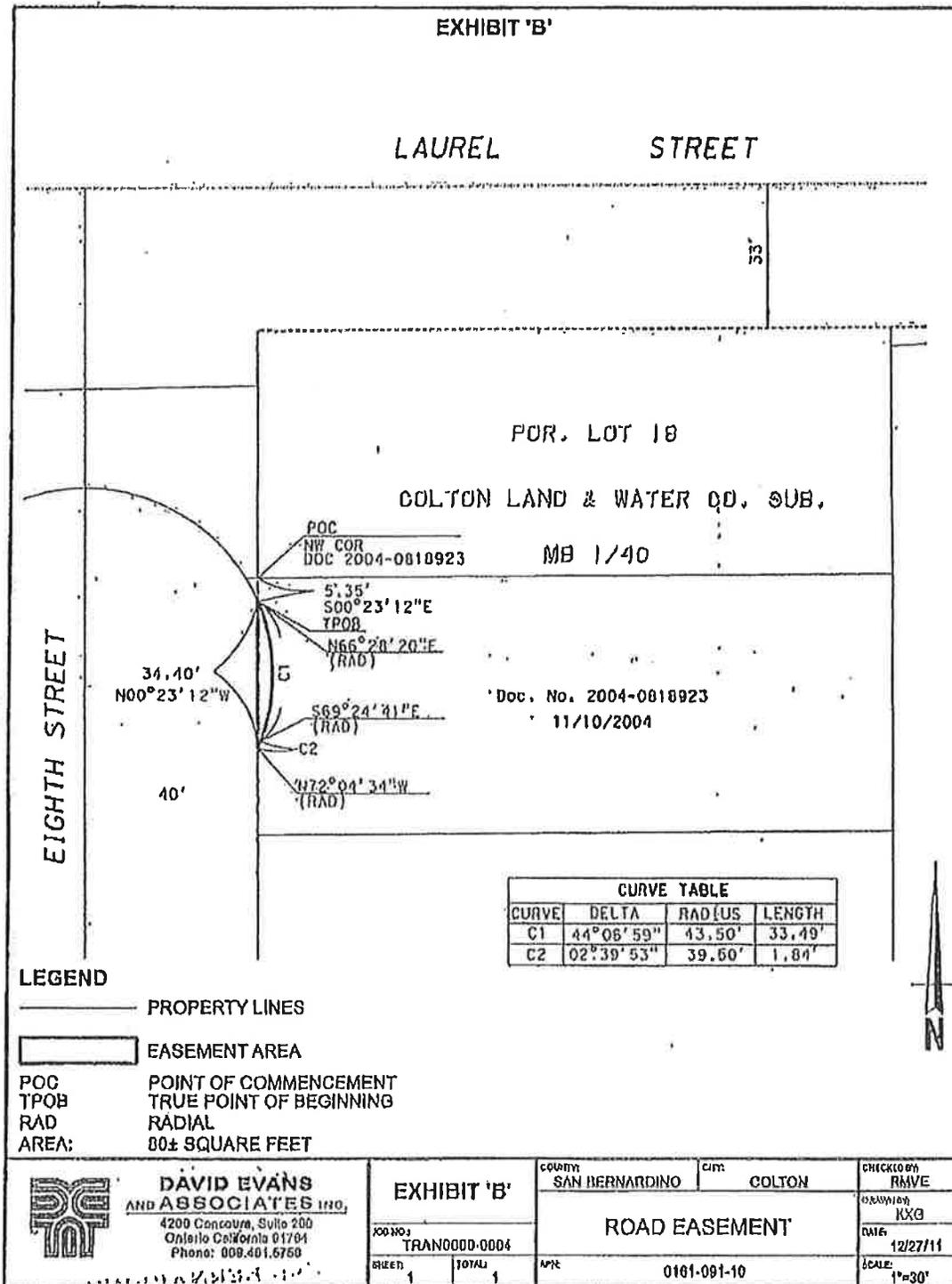

Ryan M. Versteeg, P.L.S., 7809

1-26-2012
Date



P:\T\TRAN00000004\0600INFO\SV\Office\Legals\0161-091-10 RW.docx

Description: San Bernardino, CA Document-Year, DocID 2013, 201873 Page: 5 of 7
Order: docs Comment:



Description: San Bernardino, CA Document-Year, DocID 2013.201873 Page: 6 of 7
Order: does Comment:

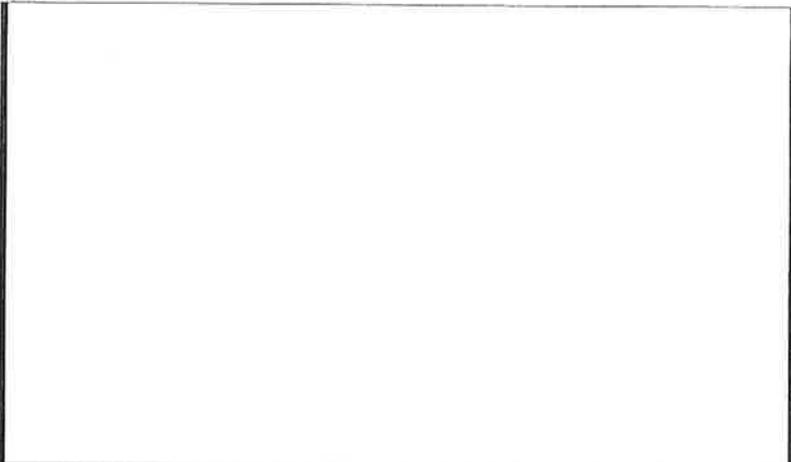
RECEIVED
AUG 30 2012
SAN BERNARDINO
ASSOCIATED GOVTS

Description: San Bernardino, CA Document-Year, DocID 2013.201873 Page: 7 of 7
Order: does Comment;

RECORDING REQUESTED BY:
San Bernardino County Transportation Authority
1170 West Third Street, 2nd Floor
San Bernardino, CA 92410-1715

WHEN RECORDED MAIL TO:
City of Colton, Public Works Department
160 S. 10th Street
Colton, CA 92324
Attn.: Victor Ortiz, P.E.

RECORDER:
RECORD WITHOUT FEE SUBJECT TO
GOVT. CODE 6103



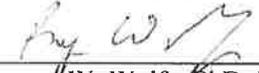
CITY OF COLTON APN: 0160-242-45, 0160-242-46	QUITCLAIM DEED	DOCUMENT TRANSFER TAX \$0.00
---	-----------------------	------------------------------

For a valuable consideration, receipt of which is hereby acknowledged, the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY, as the successor in interest to the SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION pursuant to Senate Bill 1305 (hereinafter "SBCTA"), does hereby REMISE, RELEASE and QUITCLAIM to

CITY OF COLTON, a California municipal corporation,

all of SBCTA's rights, title and interests in the permanent roadway easement obtained in the Grant of Easement, recorded December 14, 2012 as Document No. 2012-0533474 of the Official Records in the County of San Bernardino, a copy of which is attached hereto as Attachment "1" and made a part hereof, lying within that certain real property in the County of San Bernardino, State of California, described in EXHIBITS "A" and "B" to said Grant of Easement.

San Bernardino County Transportation Authority,
successor in interest to the San Bernardino County
Transportation Commission pursuant to Senate Bill 1305

By: 
Raymond W. Wolfe, PhD, Executive Director

Date: 1/31/18

	Township _____ Range _____ Section _____ Geo Index: _____ Sect _____ Quad. _____ Road Name: Laurel Street Project Name: Laurel Street Grade Separation A.P.N. (s): 0160-242-45, 0160-242-46
--	---

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE

Not Applicable

Name	Street Address	City & State
------	----------------	--------------

NOTARY ACKNOWLEDGEMENT

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.

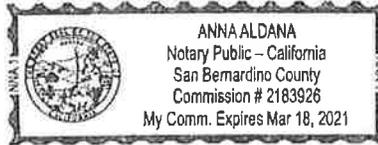
STATE OF California §

COUNTY OF San Bernardino

On January 31, 2018, before me, Anna Aldana, a Notary Public, personally appeared Raymond Walter Wolfe 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 Anna Aldana (Seal)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interests in real property conveyed by the Quitclaim Deed to which this Certificate of Acceptance is attached, dated _____ from Raymond W. Wolfe to the City of Colton, a municipal corporation, is hereby accepted by the order of City Council of the City of Colton on the 3rd day of February, 2015 and the CITY OF COLTON consents to recordation thereof by its duly authorized agent.

THE CITY OF COLTON, a municipal corporation

By: _____
Sabdi Sanchez
Chief Deputy City Clerk

Date: _____

ATTACHMENT "1"

Recorded in Official Records, County of San Bernardino

12/14/2012
8:00 AM
FV



DENNIS DRAEGER
ASSessor - RECORDER - CLERK

857 SPL Title Services

RECORDING REQUESTED BY
AND

WHEN RECORDED MAIL TO:
MAIL TAX BILLS TO
San Bernardino County
Transportation Commission
c/o SANBAG
1170 West Third Street, 2nd floor
San Bernardino, CA 92410-1715

APN: 0160-242-45 & 46

Laurel Street Grade Separation

NO FEE PER GOVERNMENT CODE
SECTION 6103

Doc#: 2012-0533474

Title: 1 Pages: 5



Fees	8.00
Taxes	3.00
Other	8.00
PAY	19.00

SPACE ABOVE FOR RECORDER'S USE

GRANT OF EASEMENT

- All
- Portion
- Temporary Construction Easement

This Grant of Easement is entered into by and between the Marcus H. Aguirre and Rosemary Aguirre, husband and wife, as joint tenants called Grantor, and the San Bernardino County Transportation Commission, hereinafter called Commission.

*MARCUS H. Aguirre and
Rosemary Aguirre*

For a valuable consideration receipt of which is hereby acknowledged, hereby GRANTS unto Commission, its officers, agents and employees and persons under contract with said Commission and their employees, A PERMANENT ROADWAY EASEMENT FOR STREET, HIGHWAY IN, OVER, UNDER AND ACROSS, the real property in the County of San Bernardino, described as follows: Exhibit "A", Legal Description, and Exhibit "B", Plat, attached hereto and made part hereof.

Date 7-3-12

*
Marcus H. Aguirre and Rosemary Aguirre,
husband and wife, as joint tenants

Marcus H. Aguirre
Marcus H. Aguirre

Rosemary Aguirre
Rosemary Aguirre

Mail Tax Statement

To Same As Above

Description: San Bernardino, CA Document-Year, DocID 2012.533474 Page 1 of 5
Order: Grace Comment:

Laurel Street Grade Separation
APN: 0160-242-45 & 46

ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
COUNTY OF San Bernardino)

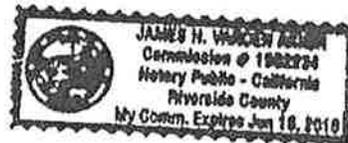
On July 3rd, 2012 before me, James H. Vanden Akker,
Notary Public, personally appeared Marcus H. Aguirre + Rosamary Aguirre, who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed 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 James H. Vanden Akker

(Seal)



Comm# 1982234

EXHIBIT 'A'
Legal Description

That portion of Parcel 2 of Parcel Map No. 15689, in the City of Colton, County of San Bernardino, State of California, as shown on the map recorded in Book 193, Pages 24 and 25 of Parcel Maps, in the Office of the County Recorder of said County, described as follows:

BEGINNING at the southwesterly corner of said Parcel 2;

Thence along the westerly line of said Parcel 2, North 00°15'30" West 7.11 feet;

Thence leaving said westerly line, South 48°31'37" East 10.64 feet to a point on the southerly line of said Parcel 2 lying distant thereon North 89°34'00" East 7.94 feet from said southwesterly corner;

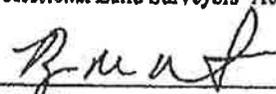
Thence along said southerly line, South 89°34'00" West 7.94 feet to the **POINT OF BEGINNING**.

The above described parcel contains 28 square feet, more or less.

The bearings and distances shown in the above description are on the California Coordinate System of 1983 (2007.00), Zone 5. Divide distances shown in the above description by 0.99994626 to obtain ground distances.

As shown on Exhibit 'B', attached hereto and made a part hereof.

...
This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

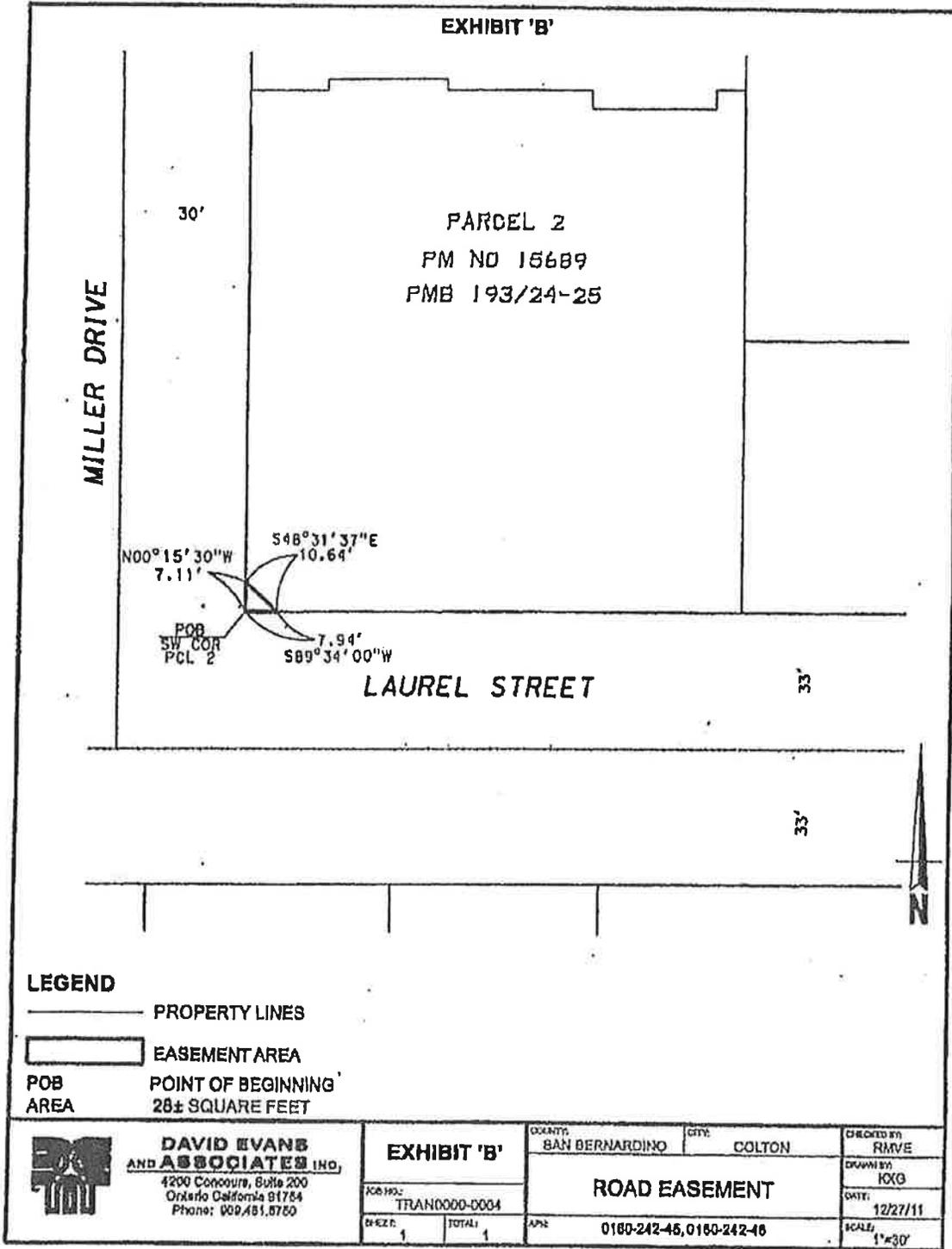

Ryan M. Versteeg, P.L.S. 7809

1-26-2012
Date



P:\T\TRAN00000004\0600INFO\SV\Office\Legals\0160-242-45-46 RW.docx

Description: San Bernardino, CA Document-Year.DocID 2012.533474 Page: 3 of 5
Order: Grace Comment:

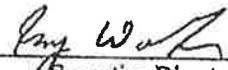


Description: San Bernardino, CA Document-Year.DocID 2012.533474 Page: 4 of 5
 Order: Grace Comment:

Certificate of Acceptance

This is to certify that the interest in the GRANT OF EASEMENT conveyed by the within instrument to the San Bernardino County Transportation Commission, State of California, is hereby accepted by the undersigned officer/agent on behalf of the Board of Directors.

SAN BERNARDINO COUNTY
TRANSPORTATION COMMISSION

By: 
Executive Director

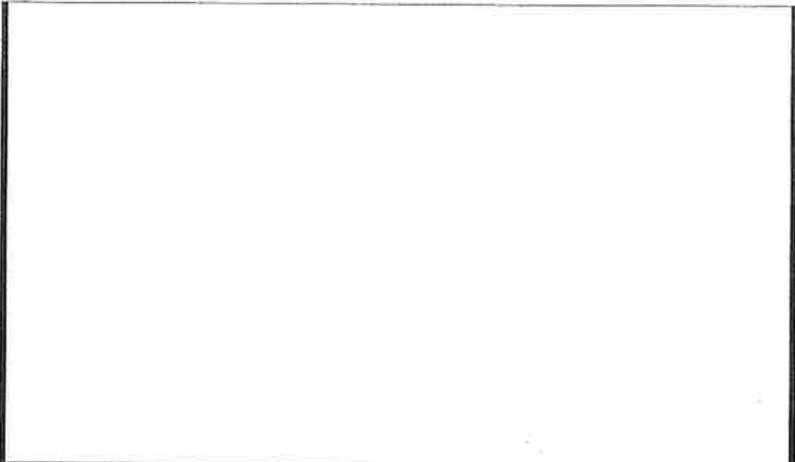
Name: Raymond Wolfe, PhD

Date: 8/27/12

RECORDING REQUESTED BY:
San Bernardino County Transportation Authority
1170 West Third Street, 2nd Floor
San Bernardino, CA 92410-1715

WHEN RECORDED MAIL TO:
City of Colton, Public Works Department
160 S. 10th Street
Colton, CA 92324
Attn.: Victor Ortiz, P.E.

RECORDER:
RECORD WITHOUT FEE SUBJECT TO
GOVT. CODE 6103



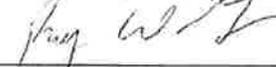
CITY OF COLTON APN: 0160-241-57, 0160-241-58	QUITCLAIM DEED	DOCUMENT TRANSFER TAX \$0.00
---	-----------------------	------------------------------

For a valuable consideration, receipt of which is hereby acknowledged, the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY, as the successor in interest to the SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION pursuant to Senate Bill 1305 (hereinafter "SBCTA"), does hereby REMISE, RELEASE and QUITCLAIM to

CITY OF COLTON, a California municipal corporation,

all of SBCTA's rights, title and interests in the easement for public utility purposes obtained in the Grant of Utility Easement recorded December 30, 2014 as Document No. 2014-497359 of the Official Records in the County of San Bernardino, a copy of which is attached hereto as Attachment "1" and made a part hereof, lying within that certain real property in the County of San Bernardino, State of California, described in EXHIBITS "A" and "B" to said Grant of Utility Easement.

San Bernardino County Transportation Authority,
successor in interest to the San Bernardino County
Transportation Commission pursuant to Senate Bill 1305

By: 
Raymond W. Wolfe, PhD, Executive Director

Date: 1/31/18

	Township _____ Range _____ Section _____ Geo Index: _____ Sect _____ Quad. _____ Road Name: Laurel Street Project Name: Laurel Street Grade Separation A.P.N. (s): 0160-241-57, 0160-241-58
--	---

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE

Not Applicable

Name	Street Address	City & State
------	----------------	--------------

NOTARY ACKNOWLEDGEMENT

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.

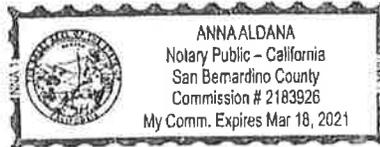
STATE OF California §

COUNTY OF San Bernardino

On January 31, 2018, before me, Anna Aldana, a Notary Public, personally appeared Raymond Walter Wolfe 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 Anna Aldana (Seal)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interests in real property conveyed by the Quitclaim Deed to which this Certificate of Acceptance is attached, dated _____ from Raymond W. Wolfe to the City of Colton, a municipal corporation, is hereby accepted by the order of City Council of the City of Colton on the 3rd day of February, 2015 and the CITY OF COLTON consents to recordation thereof by its duly authorized agent.

THE CITY OF COLTON, a municipal corporation

By: _____
Sabdi Sanchez
Chief Deputy City Clerk

Date: _____

ATTACHMENT “1”

RECORDING REQUESTED BY
AND
WHEN RECORDED MAIL TO:

San Bernardino County
Transportation Commission
c/o SANBAG
1170 West Third Street, 2nd floor
San Bernardino, CA 92410-1715

APN: 0160-241-57, 0160-241-58

Laurel Street Grade Separation

NO FEE PER GOVERNMENT CODE
SECTION 6103

A CERTIFIED TRUE COPY OF AN INSTRUMENT
RECORDED 12/30/14
AS INSTRUMENT NO. 2014-497359
OFFICIAL RECORDS SAN BERNARDINO CO.
COMMONWEALTH LAND TITLE COMPANY bt

SPACE ABOVE FOR RECORDER'S USE

TRANSFER TAX = 0

GRANT OF UTILITY EASEMENT

This Easement is entered into by and between Thomas William Hayward, hereinafter called "Grantor", and the San Bernardino County Transportation Commission, hereinafter called "Commission".

For a valuable consideration receipt of which is hereby acknowledged, Grantor hereby GRANTS unto Commission, its successors and assigns, an BASEMENT for Public Utility purposes and incidents thereto, in, over, under and across the real property in the City of Colton, County of San Bernardino, State of California described and depicted as follows: Exhibit 'A', Legal Description, and Exhibit 'B', Plat Map, attached hereto and made part hereof.

There shall not be constructed any improvements within the easement area that would impede the rights as defined herein. Once the utilities are in place, the surface of the easement area may be used for access or automobile parking purposes.

Commission is expressly granted the right to convey, transfer or assign the easement rights granted herein.

Thomas William Hayward

Dated: 10/24/13

By: Tom Hayward

962332.1

All Capacity Acknowledgment

STATE OF California

COUNTY OF San Bernardino

On October 24, 2013, before me, Anna Aldana, Notary Public
(Date) (Name and title of officer)

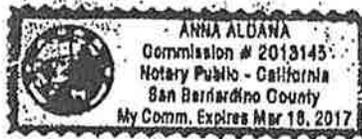
personally appeared Thomas William Hayward
(Name of person signing)

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/hers/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.

Anna Aldana
Signature of officer



(Seal)

EXHIBIT 'A'
Legal Description

Those portions of Parcels 1 and 2 of Parcel Map No. 7889, in the City of Colton, County of San Bernardino, State of California, as shown on the map filed in Book 80, Page 2 of Parcel Maps, in the Office of the County Recorder of said County; described as follows:

BEGINNING at the southwesterly corner of said Parcel 1;

Thence along the westerly line of said Parcel 1; North $00^{\circ}23'55''$ West 156.19 feet;

Thence leaving said westerly line; North $89^{\circ}42'12''$ East 99.12 feet;

Thence South $00^{\circ}00'00''$ East 146.43 feet;

Thence North $89^{\circ}44'10''$ East 82.10 feet to the easterly line of said Parcel 2;

Thence along said easterly line South $00^{\circ}23'32''$ East 9.71 feet to the southeasterly corner of said Parcel 2;

Thence along the southerly lines of Parcel 2 and Parcel 1; South $89^{\circ}42'12''$ West 180.20 feet to the **POINT OF BEGINNING**.

EXCEPTING THEREFROM that portion described as follows:

COMMENCING at the southwesterly corner of said Parcel 1;

Thence along the southerly line of said Parcel 1; North $89^{\circ}42'12''$ East 22.94 feet;

Thence North $00^{\circ}15'50''$ West 9.80 feet to the **TRUE POINT OF BEGINNING**;

Thence North $00^{\circ}15'50''$ West 131.37 feet;

Thence North $89^{\circ}42'12''$ East 65.75 feet;

Thence South $00^{\circ}00'00''$ East 131.41 feet;

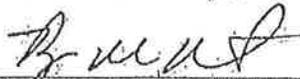
Thence South $89^{\circ}44'10''$ West 65.14 feet to the **TRUE POINT OF BEGINNING**;

The above described parcel contains 7,597 square feet, more or less.

The bearings and distances shown in the above description are on the California Coordinate System of 1983 (2007,00), Zone 5. Divide distances shown in the above description by 0.99994626 to obtain ground distances.

As shown on Exhibit 'B', attached hereto and made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.


Ryan M. Versteeg, P.L.S. 7809

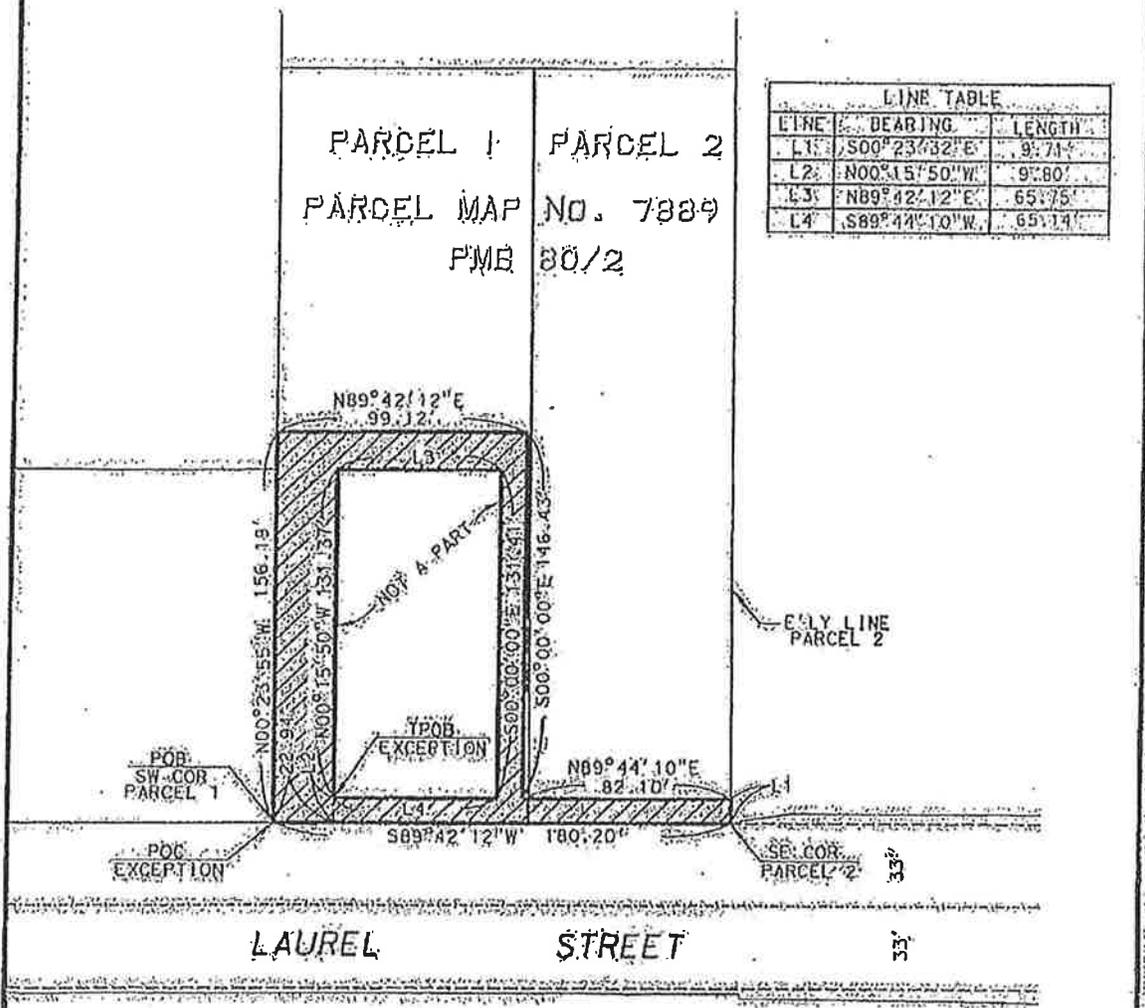
1-26-2012
Date



EXHIBIT 'B'

PARCEL 1 PARCEL 2
 PARCEL MAP NO. 7889
 P.M.B. 80/2

LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°23'32"E	97.71'
L2	N00°15'50"W	97.80'
L3	N89°42'12"E	65.75'
L4	S89°44'10"W	65.14'



LEGEND

- PROPERTY LINES
- EASEMENT AREA
- POB POINT OF BEGINNING
- TPOB TRUE POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- AREA 7,597 SQUARE FEET

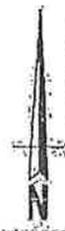


DAVID EVANS AND ASSOCIATES, INC.
 4200 Concourse, Suite 200
 Ontario, California 91704
 Phone: 909.481.6730

EXHIBIT 'B'

JOB NO. TRAN0000-0004
 SHEET 1 TOTAL 1

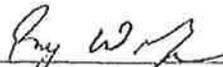
COUNTY: SAN BERNARDINO	CITY: COLTON	CREATED BY: RMVE
PUBLIC UTILITIES EASEMENT		DESIGNED BY: KOG
160-241-57, 160-241-58		DATE: 01/25/12
		SCALE: 1"=50'



Certificate of Acceptance

This is to certify that the interest in the GRANT OF UTILITY EASEMENT conveyed by the within instrument to the San Bernardino County Transportation Commission, State of California, is hereby accepted by the undersigned officer/agent on behalf of the Board of Directors.

SAN BERNARDINO COUNTY
TRANSPORTATION COMMISSION

By: 
Executive Director

Name: Raymond W. Wolfe, PhD

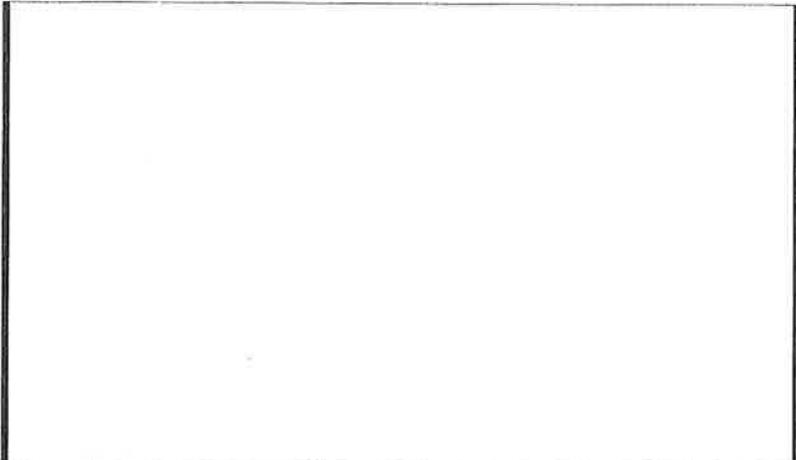
Date: 11/21/13

962332.1

RECORDING REQUESTED BY:
San Bernardino County Transportation Authority
1170 West Third Street, 2nd Floor
San Bernardino, CA 92410-1715

WHEN RECORDED MAIL TO:
City of Colton, Public Works Department
160 S. 10th Street
Colton, CA 92324
Attn.: Victor Ortiz, P.E.

RECORDER:
RECORD WITHOUT FEE SUBJECT TO
GOVT. CODE 6103



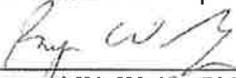
CITY OF COLTON APN: 0160-161-01	QUITCLAIM DEED	DOCUMENT TRANSFER TAX \$0.00
------------------------------------	-----------------------	------------------------------

For a valuable consideration, receipt of which is hereby acknowledged, the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY, as the successor in interest to the SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION pursuant to Senate Bill 1305 (hereinafter "SBCTA"), does hereby REMISE, RELEASE and QUITCLAIM to

CITY OF COLTON, a California municipal corporation,

all of SBCTA's rights, title and interests in that certain partial fee acquisition obtained in the Grant Deed recorded October 31, 2012 as Document No. 2012-0451106 of the Official Records in the County of San Bernardino, a copy of which is attached hereto as Attachment "1" and made a part hereof, in the County of San Bernardino, State of California, described in EXHIBITS "A" and "B" to said Grant Deed.

San Bernardino County Transportation Authority,
successor in interest to the San Bernardino County
Transportation Commission pursuant to Senate Bill 1305

By: 
Raymond W. Wolfe, PhD, Executive Director

Date: 1/31/18

Township _____ Range _____ Section _____
Geo Index: _____ Sect _____ Quad. _____
Road Name: Laurel Street
Project Name: Laurel Street Grade Separation
A.P.N. (s): 0160-161-01

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE

Not Applicable

Name	Street Address	City & State
------	----------------	--------------

NOTARY ACKNOWLEDGEMENT

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.

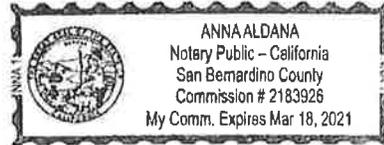
STATE OF California §

COUNTY OF San Bernardino

On January 31, 2018, before me, Anna Aldana, a Notary Public, personally appeared Raymond Walter Wolfe 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 acknowledge 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 Anna Aldana (Seal)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interests in real property conveyed by the Quitclaim Deed to which this Certificate of Acceptance is attached, dated _____ from Raymond W. Wolfe to the City of Colton, a municipal corporation, is hereby accepted by the order of City Council of the City of Colton on the 3rd day of February, 2015 and the CITY OF COLTON consents to recordation thereof by its duly authorized agent.

THE CITY OF COLTON, a municipal corporation

By: _____
Sabdi Sanchez
Chief Deputy City Clerk

Date: _____

ATTACHMENT “1”

Lawyers Title Company

Recorded in Official Records, County of San Bernardino

10/31/2012
8:00 AM
NC



DENNIS DRAEGER
ASSESSOR - RECORDER - CLERK

867 SPL Title Services

RECORDING REQUESTED BY
AND
WHEN RECORDED MAIL TO: ~~&~~
MAIL TAXABLE
San Bernardino County
Transportation Commission
c/o SANBAG
1170 West Third Street, 2nd floor
San Bernardino, CA 92410-1715

Doc#: 2012-0451106

Titles: 1 Pages: 6



Fee 0.00
Taxes 0.00
Other 0.00
PAID 50.00

APN: 0160-161-01

Laurel Street Grade Separation

NO FEE PER GOVERNMENT CODE
SECTION 6103

9.304906

SPACE ABOVE FOR RECORDER'S USE

DTT & exempt

GRANT DEED

- All
- Portion
- Temporary Construction Easement

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

BORDWELL INVESTMENT, LLC

hereby GRANTS and conveys to the San Bernardino County Transportation Commission, hereinafter called Commission, unto Commission all that real property in the City of Colton, County of San Bernardino, State of California, described on the attached Exhibit "A" IN WITNESS WHEREOF, this instrument has been executed this 25 day of July, 2012.

Date 07/25/12

Bordwell Investment, LLC

By
Print Name HAE J. PARK
Its: MANAGING MEMBER

By
Print Name Eugene Park
Its: MANAGING MEMBER

**Mail Tax Statement
To Same As Above**

Description: San Bernardino, CA Document-Year.DocID 2012.451106 Page: 1 of 6
Order: grace Comment:

Laurel Street Grade Separation
APN: 0160-161-01

ACKNOWLEDGEMENT

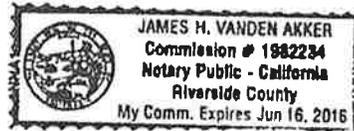
STATE OF CALIFORNIA)

COUNTY OF San Bernardino)

On July 25, 2012, before me, James H. Vanden Akker,
Notary Public, personally appeared Hae J. Park and Eugene Park, 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 James H. Vanden Akker

(Seal)

GOVERNMENT CODE SECTION 27361.7

I CERTIFY UNDER PENALTY OF PERJURY THAT THE
NOTARY SEAL ON THE DOCUMENT TO WHICH THIS
STATEMENT IS ATTACHED READS AS FOLLOWS:

NAME OF NOTARY: James H. Vanden Akker

DATE COMMISSION EXPIRES: June 16, 2016

COUNTY WHERE BOND IS FILED: Riverside

COMMISSION NO.: 1982234

VENDOR NO.: NNA1

PLACE OF EXECUTION: Newport Beach, CA

DATE: October 30, 2012

Lawyers Title, California



EXHIBIT 'A'
Legal Description

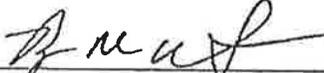
A triangular shaped portion of Lot 8, Colton Land and Water Company Subdivision, in the City of Colton, County of San Bernardino, State of California, as shown on the map recorded in Book 1, Page 40 of Maps, in the Office of the County Recorder of said County, together with the north half of Citrus Street, 66 feet wide, adjoining said Lot 8 on the south, as vacated by the City of Colton Ordinance No. 474, bounded southerly by the centerline of said Citrus Street, bounded northeasterly by the southwesterly line of Tract No. 103, described in the Declaration of Taking by the United States of America, recorded July 8, 1947 in Book 2067, Page 193 of Official Records of said County, and bounded northwesterly by a line parallel with and lying distant 449.98 feet from the centerline of the 100-foot wide strip of land described in deed recorded July 10, 1883 in Book 34, Page 122 of Deeds, in the Office of the County Recorder of said County, also known as the centerline of the railway company eastward main track.

The above described parcel contains 37,581 square feet, more or less.

The bearings and distances shown in the above description are on the California Coordinate System of 1983 (2007.00), Zone 5. Divide distances shown in the above description by 0.99994626 to obtain ground distances.

As shown on Exhibit 'B', attached hereto and made a part hereof.

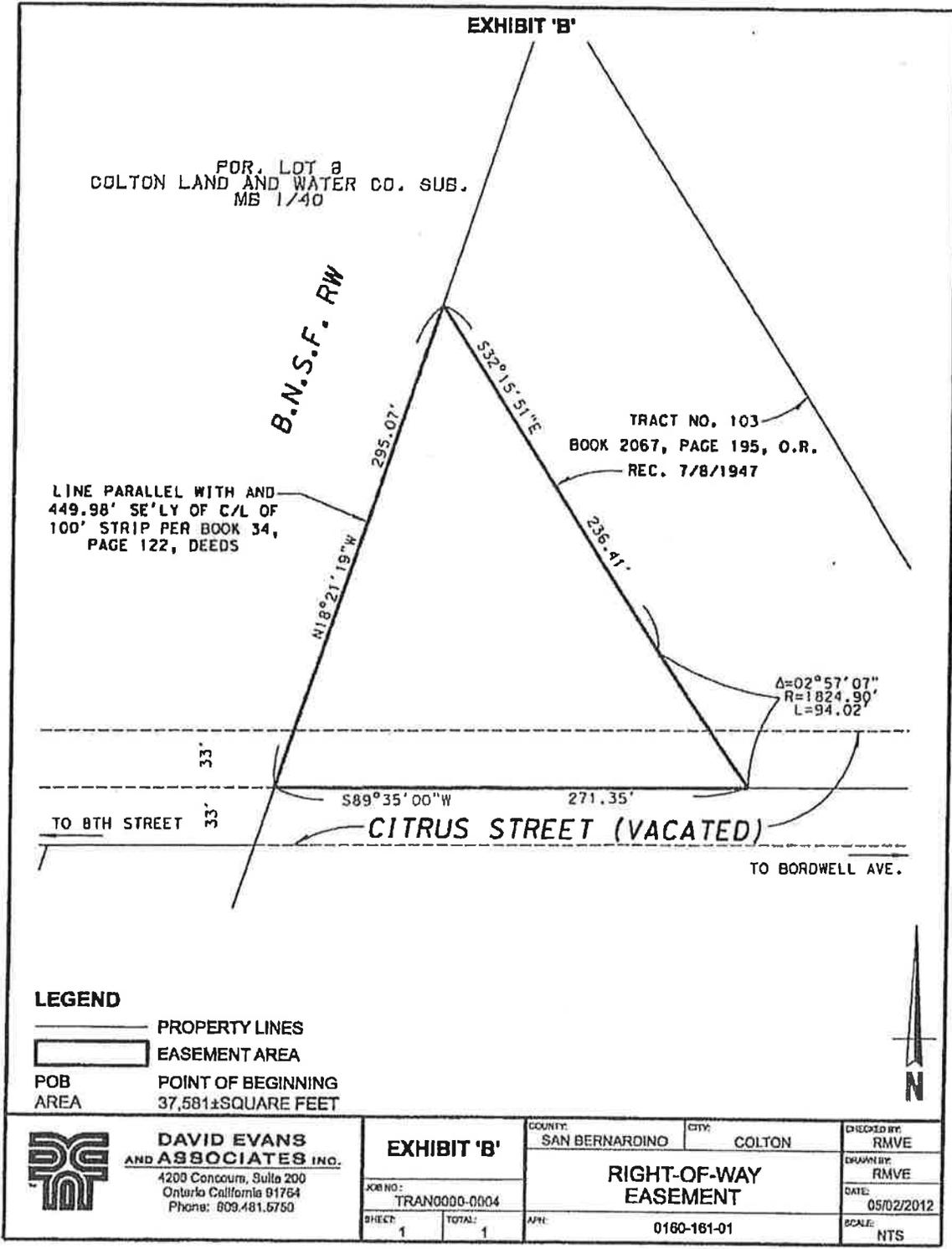
This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.


Ryan M. Versteeg, P.L.S. 7809 5-3-2012
Date



P:\T\TRAN00000004\0600INFO\SV\Office\Legals\0160-161-01 RW.docx

Description: San Bernardino, CA Document-Year.DocID 2012.451106 Page: 4 of 6
Order: grace Comment:



LEGEND

-  PROPERTY LINES
-  EASEMENT AREA
-  POB AREA
-  POINT OF BEGINNING

37,581± SQUARE FEET



DAVID EVANS AND ASSOCIATES INC.
 4209 Concourse, Suite 200
 Ontario California 91764
 Phone: 809.481.5750

EXHIBIT 'B'

JOB NO: TRAN0000-0004

SHEET: 1 TOTAL: 1

COUNTY: SAN BERNARDINO CITY: COLTON

RIGHT-OF-WAY EASEMENT

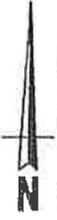
APP: 0160-161-01

CHECKED BY: RMVE

DRAWN BY: RMVE

DATE: 05/02/2012

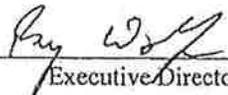
SCALE: NTS



Certificate of Acceptance

This is to certify that the interest in the GRANT DEED conveyed by the within instrument to the San Bernardino County Transportation Commission, State of California, is hereby accepted by the undersigned officer/agent on behalf of the Board of Directors.

SAN BERNARDINO COUNTY
TRANSPORTATION COMMISSION

By: 
Executive Director

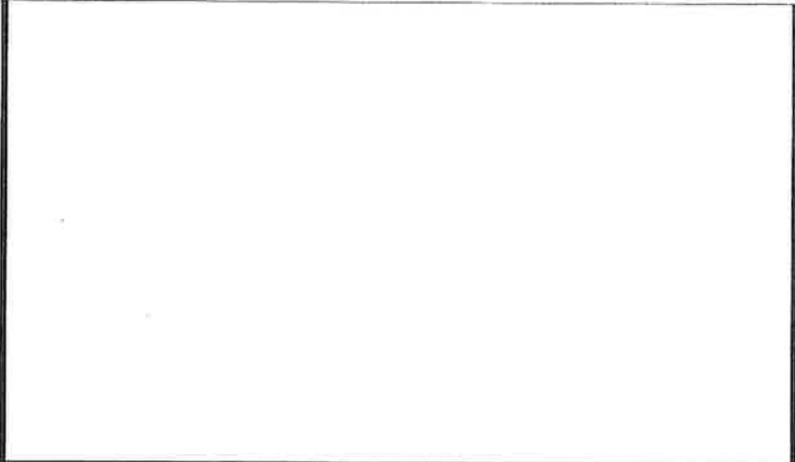
Name: Raymond Wolfe, PhD

Date: 8/24/12

RECORDING REQUESTED BY:
San Bernardino County Transportation Authority
1170 West Third Street, 2nd Floor
San Bernardino, CA 92410-1715

WHEN RECORDED MAIL TO:
City of Colton, Public Works Department
160 S. 10th Street
Colton, CA 92324
Attn.: Victor Ortiz, P.E.

RECORDER:
RECORD WITHOUT FEE SUBJECT TO
GOVT. CODE 6103



CITY OF COLTON APN: 0160-242-23	QUITCLAIM DEED	DOCUMENT TRANSFER TAX \$0.00
------------------------------------	-----------------------	------------------------------

For a valuable consideration, receipt of which is hereby acknowledged, the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY, as the successor in interest to the SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION pursuant to Senate Bill 1305 (hereinafter "SBCTA"), does hereby REMISE, RELEASE and QUITCLAIM to

CITY OF COLTON, a California municipal corporation,

all of SBCTA's rights, title and interests in the easement for public utility purposes obtained in the Easement Deed, recorded February 28, 2014, as Document No. 2014-0076982 of the Official Records in the County of San Bernardino, a copy of which is attached hereto as Attachment "1" and made a part hereof, lying within that certain real property in the County of San Bernardino, State of California, described in EXHIBITS A and B to said Easement Deed.

San Bernardino County Transportation Authority,
successor in interest to the San Bernardino County
Transportation Commission pursuant to Senate Bill 1305

By: Ray W. Wolfe
Raymond W. Wolfe, PhD, Executive Director

Date: 1/31/18

	Township _____ Range _____ Section _____ Geo Index: _____ Sect _____ Quad. _____ Road Name: _____ Project Name: Laurel Street Grade Separation A.P.N. (s): 0160-242-23
--	--

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE

Not Applicable

Name	Street Address	City & State
------	----------------	--------------

NOTARY ACKNOWLEDGEMENT

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.

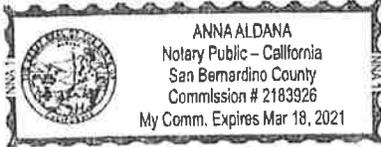
STATE OF California §

COUNTY OF San Bernardino

On January 31, 2018, before me, Anna Aldana, a Notary Public, personally appeared Raymond Walter Wolfe 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 acknowledge 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 Anna Aldana (Seal)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interests in real property conveyed by the Quitclaim Deed to which this Certificate of Acceptance is attached, dated _____ from Raymond W. Wolfe to the City of Colton, a municipal corporation, is hereby accepted by the order of City Council of the City of Colton on the 3rd day of February, 2015 and the CITY OF COLTON consents to recordation thereof by its duly authorized agent.

THE CITY OF COLTON, a municipal corporation

By: _____
Sabdi Sanchez
Chief Deputy City Clerk

Date: _____

ATTACHMENT "1"

Commonwealth Land Title Company

RECORDING REQUESTED BY
AND
WHEN RECORDED MAIL TO:

San Bernardino County
Transportation Commission
c/o SANBAG
1170 West Third Street, 2nd floor
San Bernardino, CA 92410-1715

APN: 0160-242-23

Laurel Street Grade Separation

NO FEE PER GOVERNMENT CODE
SECTION 6103

12000603

Electronically Recorded in Official Records, County of San Bernardino 2/20/2014



DENNIS DRAEGER
ASSESSOR - RECORDER - CLERK
803 Lawyers Title Co/Commonwealth

09:49 AM
FV

Doc #: 2014-0076982

Titles: 1 Pages: 5



Fees	.00
Taxes	.00
Other	.00
PAID	.00

EASEMENT DEED

Rieder Enterprises LLC

GRANT to San Bernardino County Transportation Commission, hereinafter called Commission a nonexclusive EASEMENT for Public Utility purposes and incidents thereto, upon, over and across that certain real property in the City of Colton, County of San Bernardino, State of California, described as follows:

SEE EXHIBIT "A" & "B"

Grantor reserves the right to request a relocation of this easement to another place on Grantor's property. Grantee agrees to allow such relocation as long as the new location does not pose an irremediable engineering or operational risk to the utilities placed in the easement. All costs related to such a move would be paid by the Grantor.

Date 5 Feb 2013

Rieder Enterprises LLC

By 
Ron Gustafson
aka Ronald R. Gustafson

Print Title Manager

Laufel Street Grade Separation
APN: 0160-242-23

ACKNOWLEDGEMENT

STATE OF CALIFORNIA)

COUNTY OF LOS ANGELES)

On February 5, 2013, before me, Alan Greene
Notary Public, personally appeared Ronald R. Gustafson, 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 Alan Greene

(Seal)



Certificate of Acceptance

This is to certify that the interest in the EASEMENT DEED conveyed by the within instrument to the San Bernardino County Transportation Commission, State of California, is hereby accepted by the undersigned officer/agent on behalf of the Board of Directors.

**SAN BERNARDINO COUNTY
TRANSPORTATION COMMISSION**

By: Ray Wolfe
Executive Director

Name: Raymond Wolfe, PhD

Date: 9/17/13

EXHIBIT 'A'
Legal Description

That portion of Block 11, according to map of Subdivision of Lands of the Colton Land and Water Company Subdivision, in the City of Colton, County of San Bernardino, State of California, as shown on the map recorded in Book 1, Page 40 of Maps, in the Office of the County Recorder of said County, being more particularly described as Parcel A conveyed in the deed to Rieder Enterprises LLC, recorded March 12, 2002 as Document No. 2002-0122835 of Official Records of said County, described as follows:

COMMENCING at the intersection of the North line of Laurel Street, 66 feet wide, as shown on Parcel Map No. 15689 filed in Book 193, Pages 24 and 25 of Parcel Maps, in the Office of the County Recorder of said County, with the West line of Miller Drive, 60 feet wide, also as shown on said Parcel Map No. 15689;

Thence along said West line, North 00°15'30" West, a distance of 469.97 feet to the northeast corner of said Parcel A, said point being the **TRUE POINT OF BEGINNING**;

Thence westerly along the northerly line of said Parcel A, South 89°34'00" West, a distance of 204.86 feet to the northwest corner of said Parcel A;

Thence southwesterly along the westerly line of said Parcel A, South 18°13'48" West, a distance of 25.88 feet;

Thence leaving said line, South 71°38'41" East, a distance of 18.80 feet;

Thence North 18°21'19" East, a distance of 21.73 feet;

Thence North 89°34'00" East, a distance of 188.31 feet to said West line of Miller Drive;

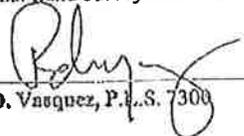
Thence northerly along said West line, North 00°15'30" West, a distance of 10.00 feet to the **TRUE POINT OF BEGINNING**.

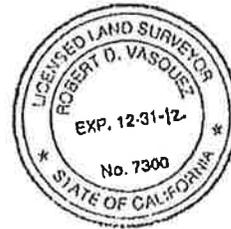
The above described parcel contains 2414 square feet, more or less.

The bearings and distances shown in the above description are on the California Coordinate System of 1983 (2007.00), Zone 5. Divide distances shown in the above description by 0.99994626 to obtain ground distances.

As shown on Exhibit 'B', attached hereto and made a part hereof.

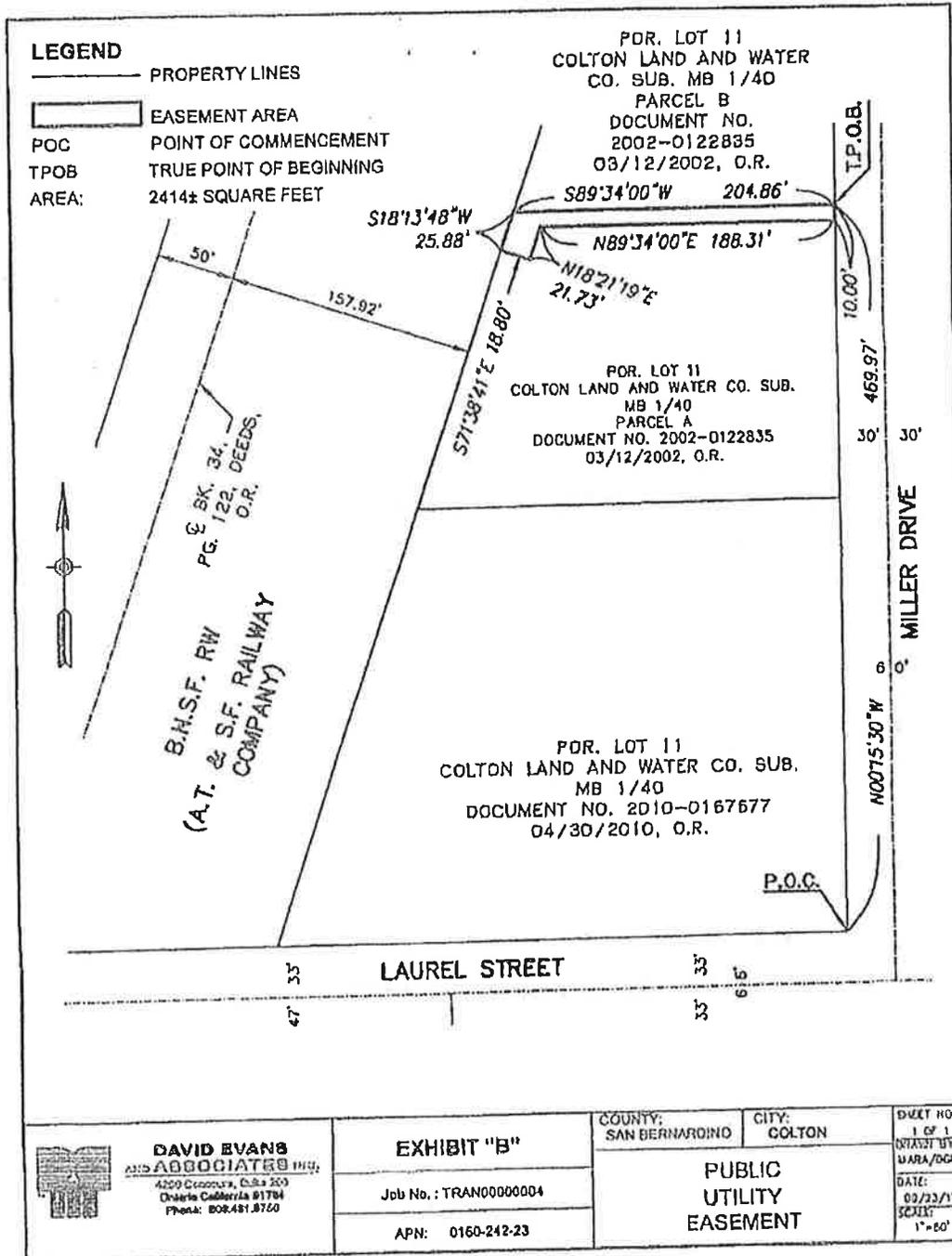
This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.


Robert D. Vasquez, P.L.S. 7300
9-11-12
Date



P:\TRAN\00000004\0600INFO\SV\Office\Legals\0160-242-23 PUE 2.docx

exhibit B



DAVID EVANS AND ASSOCIATES INC.
 4209 Cassanova, Suite 300
 Chula Vista, California 91704
 Phone: 602.481.8720

EXHIBIT "B"
 Job No.: TRAN00000004
 APN: 0160-242-23

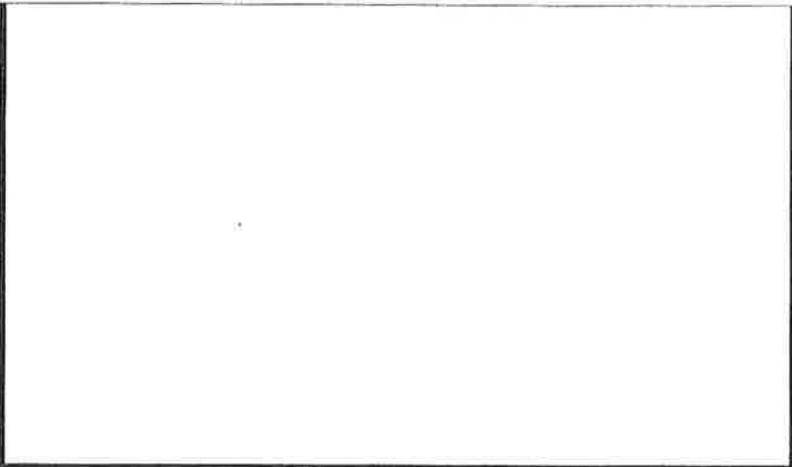
COUNTY: SAN BERNARDINO CITY: COLTON
PUBLIC UTILITY EASEMENT

SHEET NO: 1 OF 1
 DRAWN BY: WARA/DCM
 DATE: 02/23/12
 SCALE: 1"=60'

RECORDING REQUESTED BY:
San Bernardino County Transportation Authority
1170 West Third Street, 2nd Floor
San Bernardino, CA 92410-1715

WHEN RECORDED MAIL TO:
City of Colton, Public Works Department
160 S. 10th Street
Colton, CA 92324
Attn.: Victor Ortiz, P.E.

RECORDER:
RECORD WITHOUT FEE SUBJECT TO
GOVT. CODE 6103



CITY OF COLTON APN: 0160-242-24	QUITCLAIM DEED	DOCUMENT TRANSFER TAX \$0.00
------------------------------------	-----------------------	------------------------------

For a valuable consideration, receipt of which is hereby acknowledged, the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY, as the successor in interest to the SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION pursuant to Senate Bill 1305 (hereinafter "SBCTA"), does hereby REMISE, RELEASE and QUITCLAIM to

CITY OF COLTON, a California municipal corporation,

all of SBCTA's rights, title and interests in the easement for public utility purposes obtained in the Easement Deed, recorded November 22, 2013, as Document No. 2013-0509491 of the Official Records in the County of San Bernardino, a copy of which is attached hereto as Attachment "1" and made a part hereof, lying within that certain real property in the County of San Bernardino, State of California, described in EXHIBITS C and D to said Easement Deed.

San Bernardino County Transportation Authority,
successor in interest to the San Bernardino County
Transportation Commission pursuant to Senate Bill 1305

By: 
Raymond W. Wolfe, PhD, Executive Director

Date: 11/31/18

	Township _____ Range _____ Section _____ Geo Index: _____ Sect _____ Quad. _____ Road Name: Laurel Street Project Name: Laurel Street Grade Separation A.P.N. (s): 0160-242-24
--	--

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE

Not Applicable

Name	Street Address	City & State
------	----------------	--------------

NOTARY ACKNOWLEDGEMENT

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.

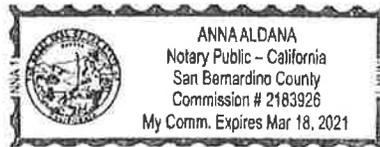
STATE OF California §

COUNTY OF San Bernardino

On January 31, 2018, before me, Anna Aldana, a Notary Public, personally appeared Raymond Walter Wolfe 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 acknowledge 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 Anna Aldana (Seal)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interests in real property conveyed by the Quitclaim Deed to which this Certificate of Acceptance is attached, dated _____ from Raymond W. Wolfe to the City of Colton, a municipal corporation, is hereby accepted by the order of City Council of the City of Colton on the 3rd day of February, 2015 and the CITY OF COLTON consents to recordation thereof by its duly authorized agent.

THE CITY OF COLTON, a municipal corporation

By: _____
Sabdi Sanchez
Chief Deputy City Clerk

Date: _____

ATTACHMENT “1”



DENNIS DRAEGER
ASSESSOR - RECORDER - CLERK

P Counter

RECORDING REQUESTED BY
AND

WHEN RECORDED MAIL TO:

San Bernardino County
Transportation Commission
c/o SANBAG
1170 West Third Street, 2nd floor
San Bernardino, CA 92410-1715

APN: 0160-242-24

Laurel Street Grade Separation

NO FEE PER GOVERNMENT CODE
SECTION 6103

Doc#: 2013 - 0509491

Titles: 1 Pages: 9



Fees	0.00
Taxes	0.00
Other	0.00
PAID	50.00

SPACE ABOVE FOR RECORDER'S USE

Documentary Transfer Tax -0-

EASEMENT DEED

This Easement is entered into by and between Manifest Legacy, LLC, a Nevada Limited Liability Company, sole owner of Laurel Miller LLC, a Nevada Limited Liability Company, collectively hereinafter called Grantor, and the San Bernardino County Transportation Commission, hereinafter called Commission.

For a valuable consideration receipt of which is hereby acknowledged, Grantor hereby GRANTS unto Commission, its successors and assigns, an EASEMENT for Public Utility purposes and incidents thereto, in, over, under and across the real property in the City of Colton, County of San Bernardino, State of California described as follows: Exhibit "C", Legal Description; and depicted in Exhibit "D", Plat Map, attached hereto and made part hereof.

Manifest Legacy, LLC, a Nevada Limited Liability Company

Dated: 7-17-13

By: George T. Murdock
George T. Murdock
Its Manager

Dated: 7/17/2013

By: Marlyn R. Murdock
Marlyn R. Murdock
Its Manager

MAIL TAX STATEMENTS TO
RETURN ADDRESS ABOVE

[Signatures Continue on Following Page]

Laurel Miller LLC, a Nevada Limited Liability
Company

Dated: 7-17-13

By: George T. Murdock
George T. Murdock
Its Manager

Dated: 7/17/13

By: Marilyn R. Murdock
Marilyn R. Murdock
Its Manager

928404.1

All Capacity Acknowledgment

STATE OF Utah

COUNTY OF Kane

On November 11, 2013 before me, Jayne Ann Hassell
(Date) (Name and title of the officer)

personally appeared George T. Murdock and Marilyn R. Murdock
(Name of person signing)

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.

Jayne Ann Hassell
Signature of officer



(Seal)

EXHIBIT “C”

EXHIBIT C
Legal Description

That portion of Lot 11 of the Lands of the Colton Land and Water Company, in the City of Colton, County of San Bernardino, State of California, as shown on the map recorded in Book 1, Page 40 of Maps, in the Office of the County Recorder of said County, being a portion of the land conveyed in the Grant Deed to Laurel Miller LLC, recorded April 30, 2010 as Document No. 2010-0167677 of Official Records of said County, described as follows:

BEGINNING at the intersection of the westerly line of Miller Drive, 60 feet wide, as shown on Parcel Map No. 15689, filed in Book 193, Pages 24 and 25 of Parcel Maps, in the office of the County Recorder of said County, with the northerly line of Laurel Street, 66 feet wide, as shown on said Parcel Map No. 15689;

Thence along said westerly line, North $00^{\circ}15'30''$ West 28.34 feet;

Thence leaving said westerly line, South $58^{\circ}36'06''$ West 25.94 feet;

Thence South $89^{\circ}34'00''$ West 292.56 feet;

Thence North $53^{\circ}30'49''$ West 12.45 feet;

Thence South $89^{\circ}42'12''$ West 31.13 feet to a line parallel with and distant 157.92 feet easterly from the centerline of the 100.00 foot wide strip of land described in the document recorded July 10, 1883 in Book 34, Page 122 of Deeds, in the Office of the County Recorder of said County;

Thence along said parallel line, South $18^{\circ}21'19''$ West 23.54 feet to said northerly line;

Thence along said northerly line the following two courses;

1. North $89^{\circ}42'12''$ East 110.30 feet;
2. North $89^{\circ}34'00''$ East 253.08 feet to the **POINT OF BEGINNING**.

EXCEPTING THEREFROM that portion lying southerly and westerly of the following described line:

BEGINNING at a point on a line parallel with and distant 157.92 feet easterly from the centerline of the 100.00 foot wide strip of land described in the document recorded July 10, 1883 in Book 34, Page 122 of Deeds, in the Office of the County Recorder of said County, said point lying distant thereon North $18^{\circ}21'19''$ East 56.89 feet from the intersection of the north line of Laurel Street, 66 feet wide and said parallel line;

Thence leaving said parallel line, South $71^{\circ}39'16''$ East 9.05 feet;

Thence South $18^{\circ}21'19''$ West 43.81 feet;

Thence North $89^{\circ}42'12''$ East 26.75 feet;

Thence South 00°17'48" East 9.50 feet to a POINT OF TERMINUS on said north line, said point lying distant thereon North 89°42'12" East 39.51 feet from said parallel line.

The above described parcel contains 5346 square feet, more or less.

The bearings and distances shown in the above description are on the California Coordinate System of 1983 (2007.00), Zone 5. Divide distances shown in the above description by 0.99994626 to obtain ground distances.

As shown on Exhibit 'B', attached hereto and made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

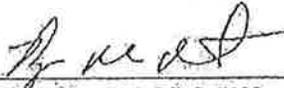
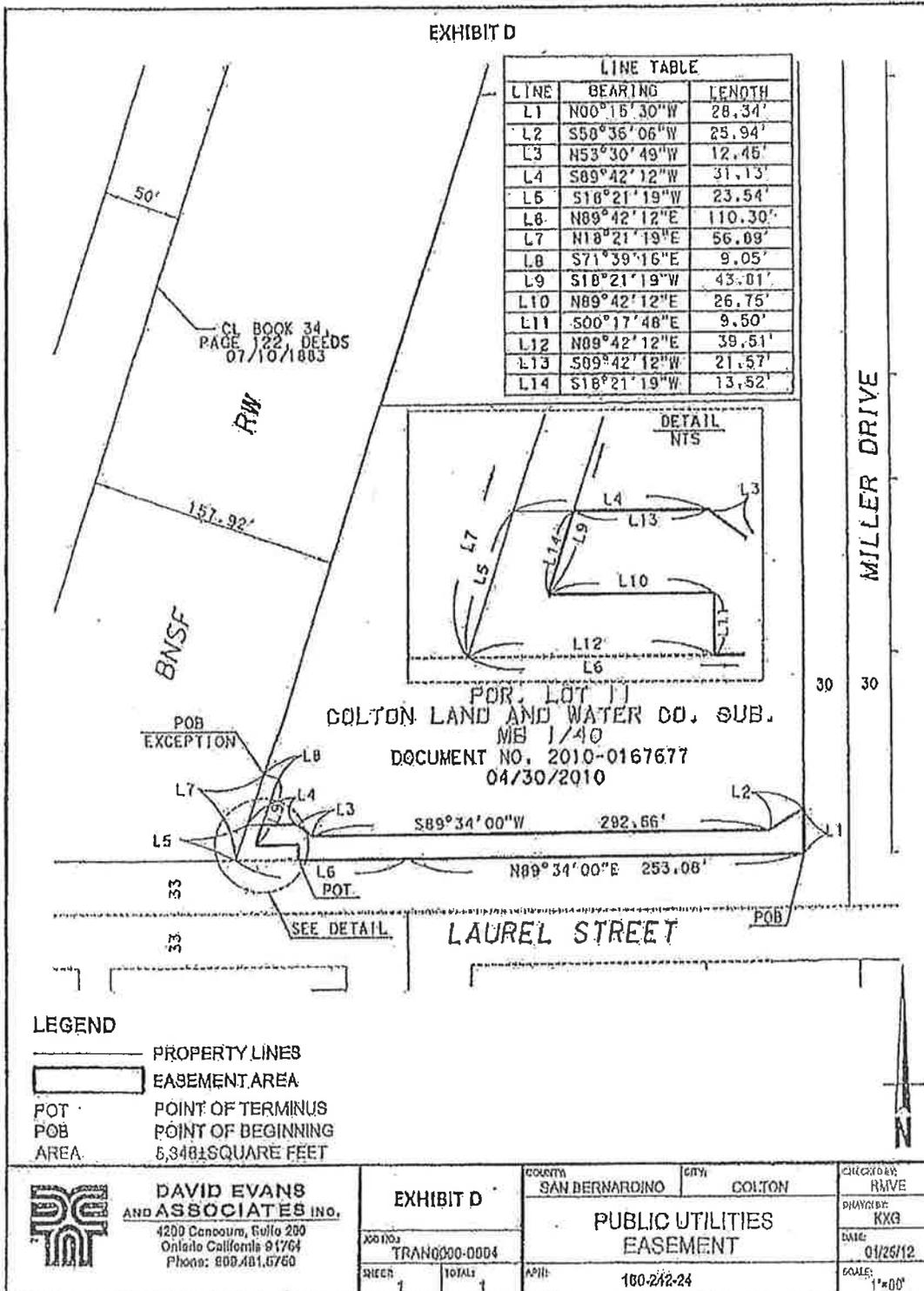

Ryan M. Versteeg, P.L.S. 7809 2-2-2012 Date



EXHIBIT “D”

EXHIBIT D

LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°15'30"W	28.34'
L2	S58°36'06"W	25.94'
L3	N53°30'49"W	12.45'
L4	S89°42'12"W	31.13'
L5	S18°21'19"W	23.54'
L6	N89°42'12"E	110.30'
L7	N18°21'19"E	56.09'
L8	S71°39'16"E	9.05'
L9	S18°21'19"W	43.01'
L10	N89°42'12"E	26.75'
L11	S00°17'48"E	9.50'
L12	N89°42'12"E	39.51'
L13	S09°42'12"W	21.57'
L14	S18°21'19"W	13.52'



Certificate of Acceptance

This is to certify that the interest in the EASEMENT DEED conveyed by the within instrument to the San Bernardino County Transportation Commission, State of California, is hereby accepted by the undersigned officer/agent on behalf of the Board of Directors.

SAN BERNARDINO COUNTY
TRANSPORTATION COMMISSION

By: 
Director of Project Delivery

Name: Garry Cohoe

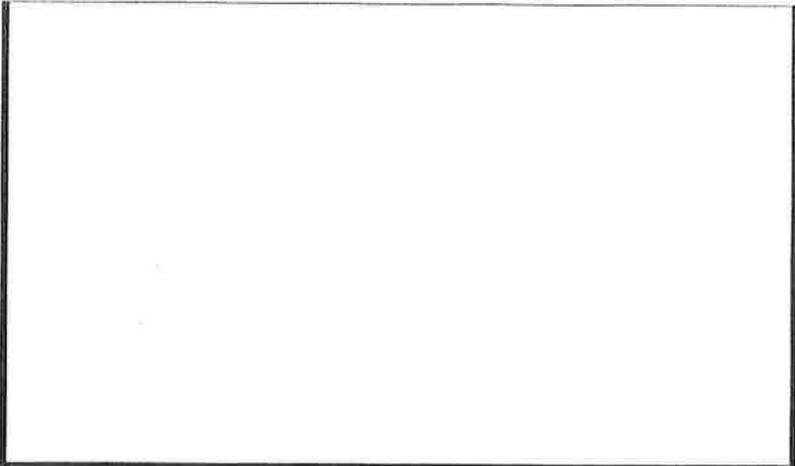
Date: October 2, 2013

928404.1

RECORDING REQUESTED BY:
 San Bernardino County Transportation Authority
 1170 West Third Street, 2nd Floor
 San Bernardino, CA 92410-1715

WHEN RECORDED MAIL TO:
 City of Colton, Public Works Department
 160 S. 10th Street
 Colton, CA 92324
 Attn.: Victor Ortiz, P.E.

RECORDER:
 RECORD WITHOUT FEE SUBJECT TO
 GOVT. CODE 6103



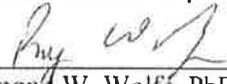
CITY OF COLTON APN: 0160-242-24	QUITCLAIM DEED	DOCUMENT TRANSFER TAX \$0.00
------------------------------------	-----------------------	------------------------------

For a valuable consideration, receipt of which is hereby acknowledged, the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY, as the successor in interest to the SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION pursuant to Senate Bill 1305 (hereinafter "SBCTA"), does hereby REMISE, RELEASE and QUITCLAIM to

CITY OF COLTON, a California municipal corporation,

all of SBCTA's rights, title and interests in the permanent roadway easement obtained in the Grant of Easement, recorded November 22, 2013 as Document No. 2013-0509473 of the Official Records in the County of San Bernardino, a copy of which is attached hereto as Attachment "1" and made a part hereof, lying within that certain real property in the County of San Bernardino, State of California, described in EXHIBITS A and B to said Grant of Easement.

San Bernardino County Transportation Authority,
 successor in interest to the San Bernardino County
 Transportation Commission pursuant to Senate Bill 1305

By: 
 Raymond W. Wolfe, PhD, Executive Director

Date: 4/31/18

	Township _____ Range _____ Section _____
	Geo Index: _____ Sect _____ Quad. _____
	Road Name: Laurel Street
	Project Name: Laurel Street Grade Separation
	A.P.N. (s): 0160-242-24

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE

Not Applicable

Name	Street Address	City & State
------	----------------	--------------

NOTARY ACKNOWLEDGEMENT

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.

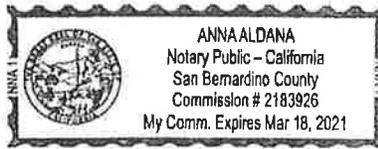
STATE OF California §

COUNTY OF San Bernardino

On January 31, 2018, before me, Anna Aldana, a Notary Public, personally appeared Raymond Walter Wolfe 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 acknowledge 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 Anna Aldana (Seal)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interests in real property conveyed by the Quitclaim Deed to which this Certificate of Acceptance is attached, dated _____ from Raymond W. Wolfe to the City of Colton, a municipal corporation, is hereby accepted by the order of City Council of the City of Colton on the 3rd day of February, 2015 and the CITY OF COLTON consents to recordation thereof by its duly authorized agent.

THE CITY OF COLTON, a municipal corporation

By: _____
Sabdi Sanchez
Chief Deputy City Clerk

Date: _____

ATTACHMENT “1”



DENNIS DRAEGER
ASSESSOR - RECORDER - CLERK

P Counter

RECORDING REQUESTED BY
AND
WHEN RECORDED MAIL TO:

San Bernardino County
Transportation Commission
c/o SANBAG
1170 West Third Street, 2nd floor
San Bernardino, CA 92410-1715

Doc#: 2013-0509473

Titles: 1 Pages: 8



Fee 0.00
Taxes 0.00
Other 0.00
PAID 00.00

APN: 0160-242-24

Laurel Street Grade Separation

NO FEE PER GOVERNMENT CODE
SECTION 6103

SPACE ABOVE FOR RECORDER'S USE

GRANT OF EASEMENT

- All
- Portion
- Temporary Construction Easement

This Grant of Easement is entered into by and between Manifest Legacy, LLC, a Nevada Limited Liability Company, sole owner of Laurel Miller LLC, a Nevada Limited Liability Company, collectively hereinafter called Grantor, and the San Bernardino County Transportation Commission, hereinafter called Commission.

For a valuable consideration receipt of which is hereby acknowledged, Grantor hereby GRANTS unto Commission, its successors and assigns, A PERMANENT ROADWAY EASEMENT in, over, under and across the real property in the City of Colton, County of San Bernardino, State of California described as follows: Exhibit "A", Legal Description, and Exhibit "B", Plat, attached hereto and made part hereof.

Manifest Legacy, LLC, a Nevada Limited Liability Company

Dated: 7-17-13

By: George T. Murdock
George T. Murdock
Its Manager

Dated: 7/17/2013

By: Marilyn R. Murdock
Marilyn R. Murdock
Its Manager

[Signatures Continue on Following Page]

Laurel Miller LLC, a Nevada Limited Liability Company

Dated: 7-17-13

By: George T. Murdock
George T. Murdock
Its Manager

Dated: 7/17/2013

By: Marilyn R. Murdock
Marilyn R. Murdock
Its Manager

All Capacity Acknowledgment

STATE OF Utah
COUNTY OF Kane

On November 11, 2013 before me, Wayne Ann Hascall
(Date) (Name and title of the officer)

personally appeared George T. Murdock and Marilyn R. Murdock
(Name of person signing)

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.

Wayne Ann Hascall
Signature of officer

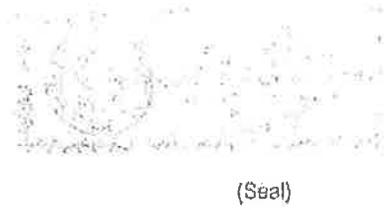


EXHIBIT “A”

EXHIBIT A
Legal Description

That portion of Lot 11 of the Lands of the Colton Land and Water Company, in the City of Colton, County of San Bernardino, State of California, as shown on the map recorded in Book 1, Page 40 of Maps, in the Office of the County Recorder of said County, being a portion of the land conveyed in the Grant Deed to Laurel Miller LLC, recorded April 30, 2010 as Document No. 2010-0167677 of Official Records of said County, lying southerly and westerly of the following described line:

BEGINNING at a point on a line parallel with and distant 157.92 feet easterly from the centerline of the 100.00 foot wide strip of land described in the document recorded July 10, 1883 in Book 34, Page 122 of Deeds, in the Office of the County Recorder of said County, said point lying distant thereon North 18°21'19" East 56.89 feet from the intersection of the north line of Laurel Street, 66 feet wide and said parallel line;

Thence leaving said parallel line, South 71°39'16" East 9.05 feet;

Thence South 18°21'19" West 43.81 feet;

Thence North 89°42'12" East 26.75 feet;

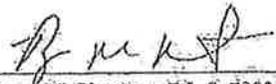
Thence South 00°17'48" East 9.50 feet to a POINT OF TERMINUS on said north line, said point lying distant thereon North 89°42'12" East 39.51 feet from said parallel line.

The above described parcel contains 770 square feet, more or less.

The bearings and distances shown in the above description are on the California Coordinate System of 1983 (2007.00), Zone 5. Divide distances shown in the above description by 0.99994626 to obtain ground distances.

As shown on Exhibit 'B', attached hereto and made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

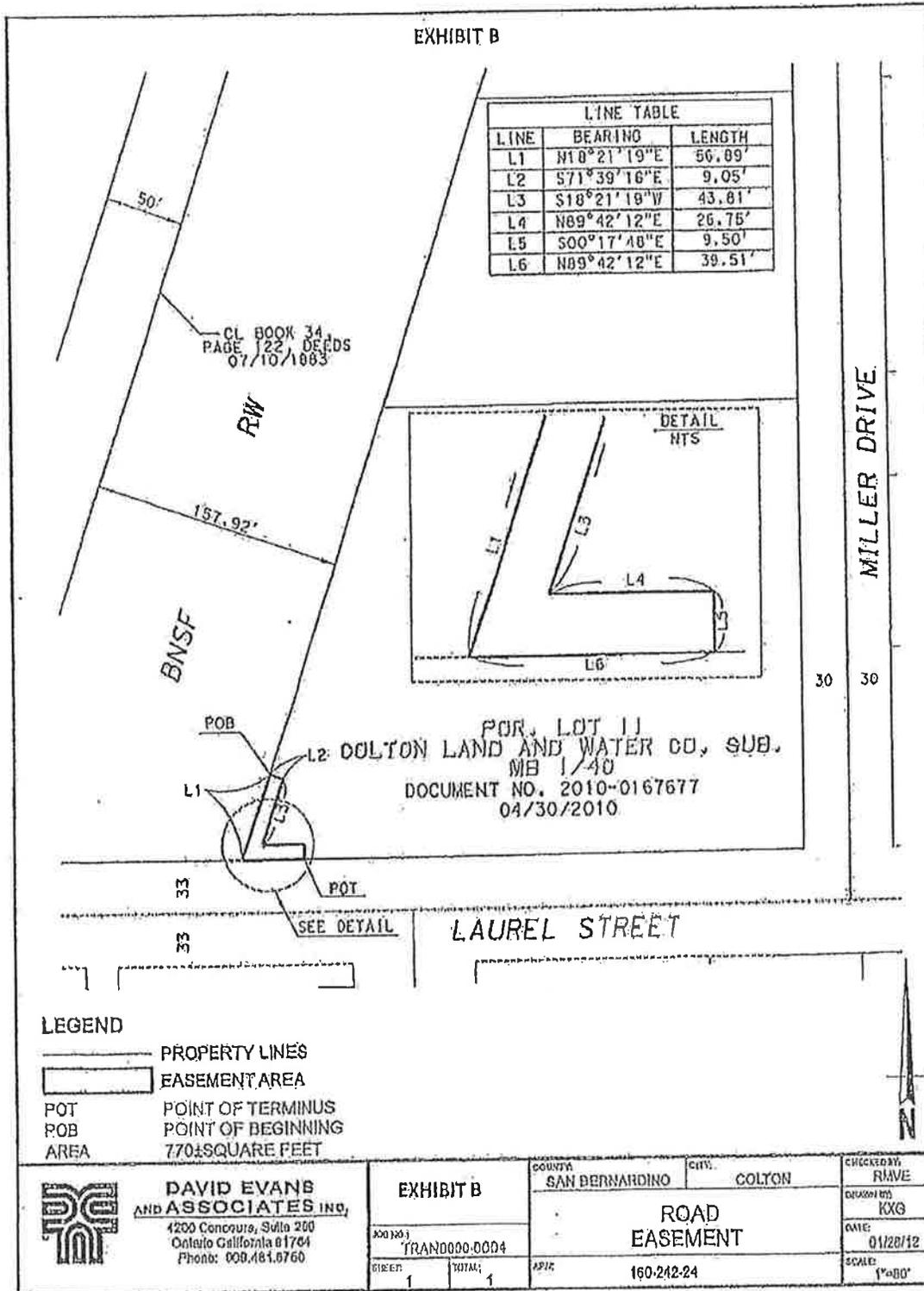

Ryan M. Versteeg, P.L.S. 7809
2-2-2012
Date



P:\7\TRAN0000004\0600\INFO\SV\Office\Legals\0160-242-24 RW.docx

EXHIBIT “B”

EXHIBIT B



Certificate of Acceptance

This is to certify that the interest in the GRANT OF EASEMENT conveyed by the within instrument to the San Bernardino County Transportation Commission, State of California, is hereby accepted by the undersigned officer/agent on behalf of the Board of Directors.

SAN BERNARDINO COUNTY
TRANSPORTATION COMMISSION

By: 
Director of Project Delivery

Name: Garry Cohoe

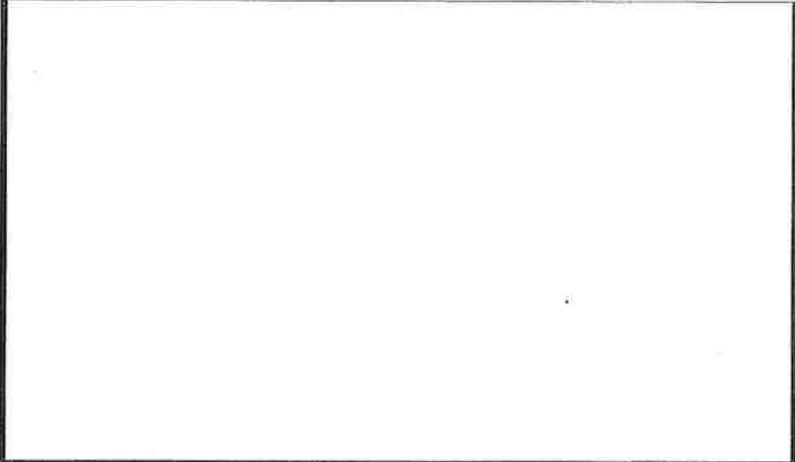
Date: October 2, 2013

928402.1

RECORDING REQUESTED BY:
San Bernardino County Transportation Authority
1170 West Third Street, 2nd Floor
San Bernardino, CA 92410-1715

WHEN RECORDED MAIL TO:
City of Colton, Public Works Department
160 S. 10th Street
Colton, CA 92324
Attn.: Victor Ortiz, P.E.

RECORDER:
RECORD WITHOUT FEE SUBJECT TO
GOVT. CODE 6103



CITY OF COLTON APN: 0160-242-24	QUITCLAIM DEED	DOCUMENT TRANSFER TAX \$0.00
------------------------------------	-----------------------	------------------------------

For a valuable consideration, receipt of which is hereby acknowledged, the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY, as the successor in interest to the SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION pursuant to Senate Bill 1305 (hereinafter "SBCTA"), does hereby REMISE, RELEASE and QUITCLAIM to

CITY OF COLTON, a California municipal corporation,

all of SBCTA's rights, title and interests in the public utility easement obtained in the Grant of Utility Easement recorded March 27, 2015 as Document No. 2015-0120135 of the Official Records in the County of San Bernardino, a copy of which is attached hereto as Attachment "1" and made a part hereof, lying within that certain real property in the County of San Bernardino, State of California, described in EXHIBITS "A" and "B" to said Grant of Utility Easement

San Bernardino County Transportation Authority,
successor in interest to the San Bernardino County
Transportation Commission pursuant to Senate Bill 1305

By: _____
Raymond W. Wolfe, PhD, Executive Director

Date: _____

	Township _____ Range _____ Section _____ Geo Index: _____ Sect _____ Quad. _____ Road Name: Laurel Street Project Name: Laurel Street Grade Separation A.P.N. (s): 0160-242-24
--	--

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE

Not Applicable

Name	Street Address	City & State
------	----------------	--------------

NOTARY ACKNOWLEDGEMENT

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.

STATE OF _____ §

COUNTY OF _____

On _____, before me, _____, a Notary Public, personally appeared _____ 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 _____ (Seal)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interests in real property conveyed by the Quitclaim Deed to which this Certificate of Acceptance is attached, dated _____ from Raymond W. Wolfe to the City of Colton, a municipal corporation, is hereby accepted by the order of City Council of the City of Colton on the 3rd day of February, 2015 and the CITY OF COLTON consents to recordation thereof by its duly authorized agent.

THE CITY OF COLTON, a municipal corporation

By: _____
Sabdi Sanchez
Chief Deputy City Clerk

Date: _____

ATTACHMENT "1"

2

RECORDING REQUESTED BY
Commonwealth
 AND WHEN RECORDED MAIL DOCUMENT AND
 TAX STATEMENT TO:
San Bernardino Transportation
 NAME *Commission*
1170 W Third St
 STREET *San Bernardino*
 ADDRESS *CA 92415*
 CITY, STATE &
 ZIP CODE

Electronically Recorded In Official Records, County of San Bernardino 3/27/2015 03:08 PM EM SAN



BOB DUTTON
 ASSESSOR - RECORDER - CLERK
 803 Lawyers Title Co/Commonwealth

Doc #: 2015-0120135

Titles: 1 Pages: 7



Fees	.00
Taxes	.00
Other	.00
PAID	.00

Dtt: \$ 2

SPACE ABOVE FOR RECORDER'S USE ONLY

Grant of Utility easement
 Title of Document



THIS COVER SHEET ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
 (\$3.00 Additional Recording Fee Applies)

Mail Tax Statements to the Same as Above

2

RECORDING REQUESTED BY
Commonwealth
 AND WHEN RECORDED MAIL DOCUMENT AND
 TAX STATEMENT TO:
San Bernardino Transport
 NAME *Commission*
 STREET ADDRESS *1170 W Third St*
San Bernardino
 CITY, STATE & ZIP CODE *CA 92410*

Dtt: \$ 2

SPACE ABOVE FOR RECORDER'S USE ONLY

Grant of Utility easement
 Title of Document



THIS COVER SHEET ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
 (\$3.00 Additional Recording Fee Applies)

Mail Tax Statements to the Same as Above

RECORDING REQUESTED BY
AND
WHEN RECORDED MAIL TO:

San Bernardino County
Transportation Commission
c/o SANBAG
1170 West Third Street, 2nd floor
San Bernardino, CA 92410-1715

APN: 0160-242-24

Laurel Street Grade Separation

NO FEE PER GOVERNMENT CODE
SECTION 6103

Title: 12544358

SPACE ABOVE FOR RECORDER'S USE

TRA: 002-133

GRANT OF UTILITY EASEMENT

This Easement is entered into by and between Miller Property Investors, LLC hereinafter called Grantor, and the San Bernardino County Transportation Commission, hereinafter called ~~Commission~~ Grantee.

For a valuable consideration receipt of which is hereby acknowledged, Grantor hereby GRANTS unto ~~Commission~~, its successors and assigns, an EASEMENT for Public Utility purposes and incidents thereto, in, over, under and across the real property in the City of Colton, County of San Bernardino, State of California described as follows: Exhibit "A", Legal Description, and Exhibit "B", Plat Map, attached hereto and made part hereof.

There shall not be constructed any improvements within the easement area that would impede the rights as defined herein.

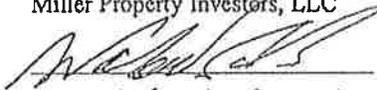
See certificate of acceptance

Commission is expressly granted the right to convey, transfer or assign the easement rights granted herein.

Miller Property Investors, LLC

Dated: 12-10-16

By:



Waheed Saab / Manager
(Name and Title) *Waheed Saab*

* San Bernardino County Transportation

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.

STATE OF California
COUNTY OF San Bernardino

On December 18, 2014 before me, Elise McCollister, a Notary Public, personally
appeared Waleed Saab (here insert name and title of the officer)

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 Elise McCollister

(This area for notary stamp)



Notary Seal

Under the provisions of Government Code 27361.7, I certify under the penalty of perjury that the Notary Seal on the document to which this statement is attached reads as follows:

Name of Notary: Elise Diane McCollister

Commission # 1977991

Date Commission Expires: May 12 2016

County where Bond is filed: Riverside

Vendor: NNAI

Place of Execution: San Bernardino

Date: 3/27/15

Signature: 

A. Salters

EXHIBIT "A"
Legal Description

A strip of land, 6.00 feet wide, being a portion of Lot 11 of the Lands of the Colton Land and Water Company, in the City of Colton, County of San Bernardino, State of California, as shown on the map recorded in Book 1, Page 40 of Maps, in the Office of the County Recorder of said County, being a portion of the land conveyed in the Grant Deed to Miller Property Investments LLC, recorded December 11, 2013 as Document No. 2013-0531610 of Official Records of said County, the southerly line of said strip being that certain portion of the northerly line of the easement for public utilities purposes recorded November 11, 2013 as Document No. 2013-0509491 of Official Records of said County, shown as having a bearing and distance of "South 89°42'12" West 21.57 feet" on Exhibit 'D' of said easement.

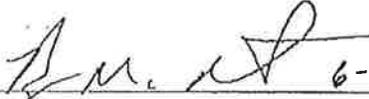
EXCEPTING THEREFROM that portion of said strip lying within an easement for permanent roadway purposes recorded November 11, 2013 as Document No. 2013-0509473 of Official Records of said County.

The above described parcel contains 123 square feet, or 0.003 acres, more or less.

All as shown on Exhibit "B" attached hereto and made a part hereof.

Bearings and distances used in the above description are on the California Coordinate System, Zone 5 (NAD83). Divide grid distances shown by 0.99994626 to obtain ground level distances.

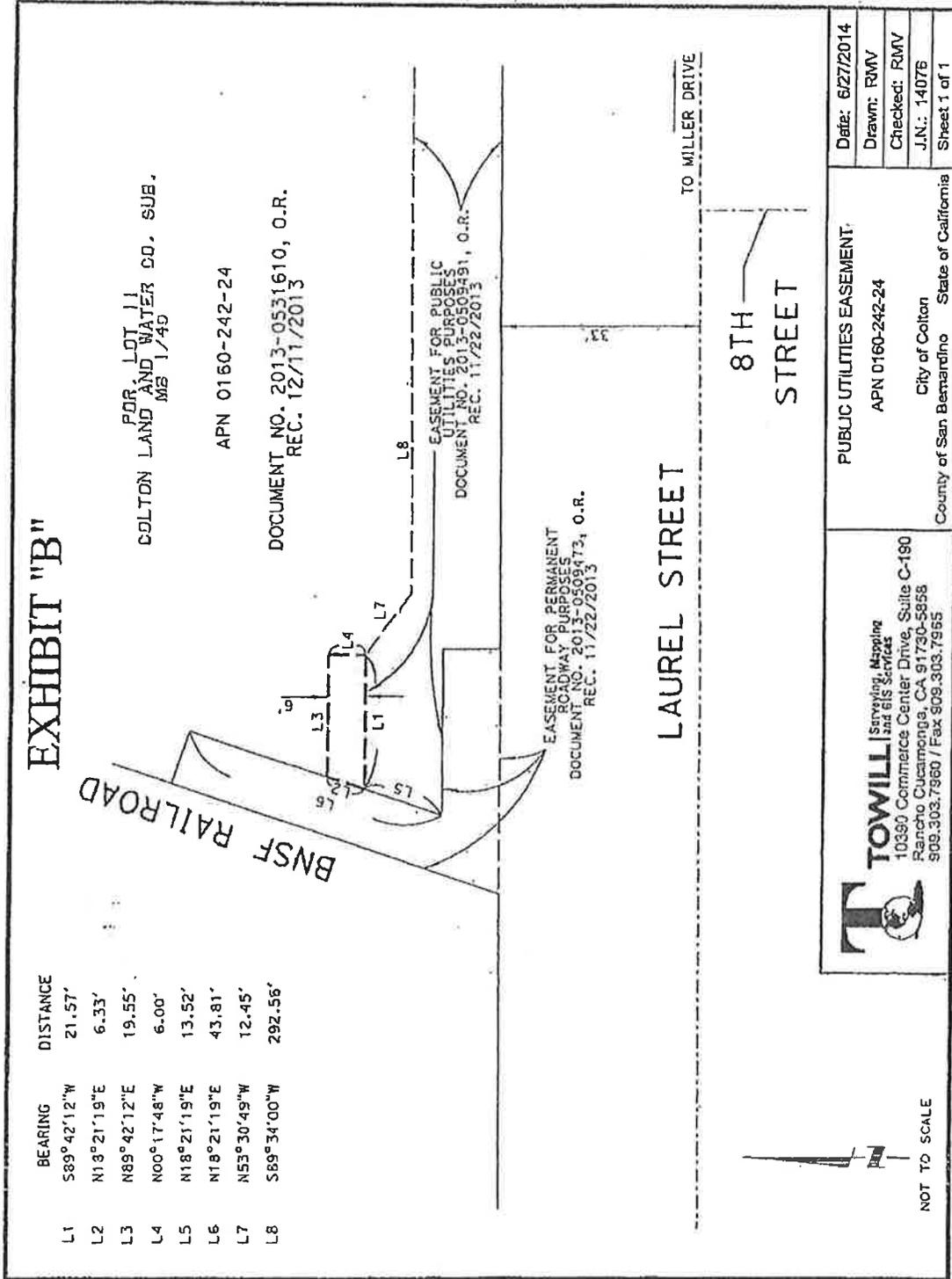
This description was prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.



Ryan M. Versteeg, PLS 7809 Date 6-27-2014
Towill, Inc.



EXHIBIT "B"



<p>TOWILL Surveying, Mapping and GIS Services 10390 Commerce Center Drive, Suite C-190 Rancho Cucamonga, CA 91730-5858 909.303.7960 / Fax 909.303.7965</p>	<p>PUBLIC UTILITIES EASEMENT</p> <p>APN 0160-242-24</p> <p>City of Colton</p> <p>County of San Bernardino State of California</p>	<p>Date: 6/27/2014</p> <p>Drawn: RMV</p> <p>Checked: RMV</p> <p>J.N.: 14076</p> <p>Sheet 1 of 1</p>
	<p>NOT TO SCALE</p>	<p>3:55:33 PM</p>

Certificate of Acceptance

This is to certify that the interest in the GRANT OF UTILITY EASEMENT conveyed by the within instrument to the San Bernardino County Transportation Commission, State of California, is hereby accepted by the undersigned officer/agent on behalf of the Board of Directors.

SAN BERNARDINO COUNTY
TRANSPORTATION COMMISSION

By: 
Director of Project Delivery

Name: Garry Cohoe

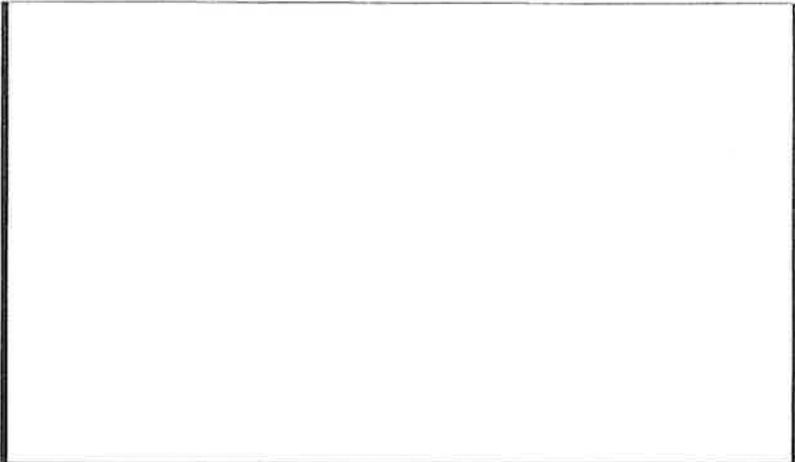
Date: Dec. 22, 2014

1041969.1

RECORDING REQUESTED BY:
San Bernardino County Transportation Authority
1170 West Third Street, 2nd Floor
San Bernardino, CA 92410-1715

WHEN RECORDED MAIL TO:
City of Colton, Public Works Department
160 S. 10th Street
Colton, CA 92324
Attn.: Victor Ortiz, P.E.

RECORDER:
RECORD WITHOUT FEE SUBJECT TO
GOVT. CODE 6103



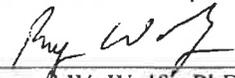
CITY OF COLTON APN: 0161-061-39	QUITCLAIM DEED	DOCUMENT TRANSFER TAX \$0.00
------------------------------------	-----------------------	------------------------------

For a valuable consideration, receipt of which is hereby acknowledged, the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY, as the successor in interest to the SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION pursuant to Senate Bill 1305 (hereinafter "SBCTA"), does hereby REMISE, RELEASE and QUITCLAIM to

CITY OF COLTON, a California municipal corporation,

all of SBCTA's rights, title and interests in the easement for public utility purposes obtained in the Public Utility Easement Deed, recorded December 9, 2013, as Document No. 2013-0528151 of the Official Records in the County of San Bernardino, a copy of which is attached hereto as Attachment "1" and made a part hereof, lying within that certain real property in the County of San Bernardino, State of California, described in EXHIBITS A and B to said Public Utility Easement Deed.

San Bernardino County Transportation Authority,
successor in interest to the San Bernardino County
Transportation Commission pursuant to Senate Bill 1305

By: 
Raymond W. Wolfe, PhD, Executive Director

Date: 11/31/18

	Township _____ Range _____ Section _____ Geo Index: _____ Sect _____ Quad. _____ Road Name: _____ Project Name: Laurel Street Grade Separation A.P.N. (s): 0161-061-39
--	--

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE

Not Applicable

Name	Street Address	City & State
------	----------------	--------------

NOTARY ACKNOWLEDGEMENT

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.

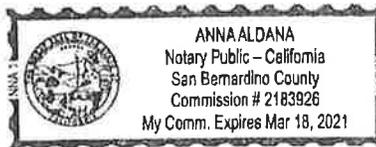
STATE OF California §

COUNTY OF San Bernardino

On January 31, 2018, before me, Anna Aldana, a Notary Public, personally appeared Raymond Walter Wolfe 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 acknowledge 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 Anna Aldana (Seal)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interests in real property conveyed by the Quitclaim Deed to which this Certificate of Acceptance is attached, dated _____ from Raymond W. Wolfe to the City of Colton, a municipal corporation, is hereby accepted by the order of City Council of the City of Colton on the 3rd day of February, 2015 and the CITY OF COLTON consents to recordation thereof by its duly authorized agent.

THE CITY OF COLTON, a municipal corporation

By: _____
Sabdi Sanchez
Chief Deputy City Clerk

Date: _____

ATTACHMENT “1”

Commonwealth Land Title Company

RECORDING REQUESTED BY
AND
WHEN RECORDED MAIL TO:

San Bernardino County
Transportation Commission
c/o SANBAG
1170 West Third Street, 2nd floor
San Bernardino, CA 92410-1715

APN: 0161-061-39

Laurel Street Grade Separation

NO FEE PER GOVERNMENT CODE
SECTION 6103

Electronically Recorded in Official Records, County of San Bernardino 12/09/2013

08:43 AM
ALS



DENNIS DRAEGER
ASSESSOR - RECORDER - CLERK
803 Lawyers Title Co/Commonwealth

Doc #: 2013-0528151

Titles: 1 Pages: 11



Fees .00
Taxes .00
Other .00
PAID .00

SPACE ABOVE FOR RECORDER'S USE

12544371-10

PUBLIC UTILITY EASEMENT DEED

Williams Furnace Co., a Delaware Corporation

GRANTS to San Bernardino County Transportation Commission, hereinafter called Commission,
an EASEMENT for Public Utility purposes and incidents thereto, upon, over and across that certain
real property in the City of Colton, County of San Bernardino, State of California, described as
follows:

SEE EXHIBIT "A"

Date SEPT. 23, 2013

Williams Furnace Co., a Delaware Corporation

By

Print Name MICHAEL A. MARKOWICH

Print Title PRESIDENT

Laurel Street Grade Separation
APN: 0161-061-39

ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
COUNTY OF San Bernardino)

On October 2, 2013, before me, Angie Green,
Notary Public, personally appeared Michael A Mackowich, 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

Angie Green



(Seal)

NOTARY SEAL

Under the provisions of Government Code 27361.7, I certify under the penalty of perjury that the Notary Seal on the document to which this statement is attached reads as follows:

Name of Notary: Angie Gheen

Commission #: 1916609

Date Commission Expires: Dec 11, 2014

County where Bond is filed San Bernardino

PLACE OF EXECUTION: San Bernardino

DATE: 12/9/13

SIGNATURE: AG
Ashley Gasson



EXHIBIT 'A'
Legal Description

That portion of Lot 17, Colton Land and Water Company Subdivision, in the City of Colton, County of San Bernardino, State of California, as shown on the map recorded in Book 1, Page 40 of Maps, in the Office of the County Recorder of said County, being described as Parcels 3 and 6 conveyed in the deed to Williams Furnace Co., recorded June 15, 1979 in Book 9708, Page 1832 of Official Records of said County, lying northerly of the following described line:

BEGINNING at the northeasterly corner of Parcel 1 of Parcel Map No. 1652 filed in Book 13, Page 52 of Parcel Maps, in the Office of the County Recorder of said County;

Thence along the easterly line of said Parcel 1, South 00°13'33" East 15.00 feet;

Thence parallel with the centerline of Laurel Street, 66 feet wide, as shown on said Parcel Map No. 1652, North 89°42'12" East 351.21 feet to the beginning of a curve concave southerly having a radius of 6952.00 feet;

Thence easterly along said curve 36.77 feet through a central angle of 00°18'11";

Thence South 00°17'48" East 5.40 feet;

Thence South 85°24'48" East 150.51 feet to a **POINT OF TERMINUS** on the westerly line of the land conveyed to the Atchison, Topeka and Santa Fe Railway Company in the document recorded April 16, 1996 as Document No. 19960131382, Official Records of said County;

EXCEPTING THEREFROM that portion described as follows:

BEGINNING at a point on the South line of Laurel Street, 66 feet wide, lying distant thereon North 89°42'12" East 76.47 feet from the northeasterly corner of Parcel 1 of Parcel Map No. 1652 filed in Book 13, Page 52 of Parcel Maps, in the Office of the County Recorder of said County;

Thence leaving said South line, South 00°17'48" East 2.00 feet;

Thence North 89°42'12" East 274.72 feet to the beginning of a curve concave southerly having a radius of 6965.00 feet;

Thence easterly along said curve 15.20 feet through a central angle of 00°07'30";

Thence along a radial line of said curve, South 00°10'17" East 2.00 feet to the beginning of a non-tangent curve concave southerly having a radius of 6963.00 feet, a radial line to said curve bears North 00°10'17" West;

Thence easterly along said curve 170.05 feet through a central angle of 01°23'57" to the westerly line of Parcel 3 of the easement recorded September 6, 1929 in Book 540, Page 12 of Official Records of said County;

Thence along said westerly line, North 18°22'42" East 6.82 feet to the northwesterly corner of said Parcel 3 and the southerly line of said Laurel Street;

Page 1 of 2

P:\T\TRAN00000004\0600INFO\SV\Office\Legals\0161-061-39 PUE.docx

Thence along said southerly line, South 89°42' 12" West 462.13 feet to the POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM that portion lying within the land conveyed to the Atchison, Topeka and Santa Fe Railway Company in the document recorded April 16, 1996 as Document No. 19960131382, Official Records of said County;

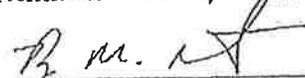
ALSO EXCEPTING THEREFROM that portion lying within Parcel 3 of the easement recorded September 6, 1929 in Book 540, Page 12 of Official Records of said County.

The above described parcel contains 8451 square feet, more or less.

The bearings and distances shown in the above description are on the California Coordinate System of 1983 (2007.00), Zone 5. Divide distances shown in the above description by 0.99994626 to obtain ground distances.

As shown on Exhibit 'B', attached hereto and made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.


Ryan M. Versteeg, P.L.S. 7809

2-2-2012
Date



Certificate of Acceptance

This is to certify that the interest in the EASEMENT DEED conveyed by the within instrument to the San Bernardino County Transportation Commission, State of California, is hereby accepted by the undersigned officer/agent on behalf of the Board of Directors.

SAN BERNARDINO COUNTY
TRANSPORTATION COMMISSION

By: 
Director of Project Delivery

Name: Garry Cohoe

Date: 10.30.13

Consent of Lien Holder

The Privatebank and Trust Company ("Lien Holder"), is the current holder of a Deed of Trust dated April 16, 2009, as recorded in document No. 2009-0166650, hereby consents to the grant of the forgoing Public Utility Easement Deed dated September 10, 2012²³ Parcel: APN 0161-061-39 by property to San Bernardino County Transportation and Joins in the execution hereof solely as Lien Holder and hereby does agree that in the event of the foreclosure of said mortgage, or other sale of said property described in said mortgage under judicial or non-judicial proceedings, the same shall be sole subject to said Grant of Easement. See Exhibit "A" and Exhibit "B" for legal description attached hereto and made a part hereof.

SIGNED AND EXECUTED this 21st day of November, 2013

THE PRIVATEBANK AND TRUST COMPANY

BY: [Signature]
NAME: Richard Pierce
ITS: Managing Director

STATE OF ILLINOIS
COUNTY OF COOK

ISS:

On NOVEMBER 21st 2013 before me, Lucia M. Rascoff, officer, a Notary Public,
(Insert name and title of the officer)
personally appeared Richard Pierce

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 Illinois that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]

(Seal)

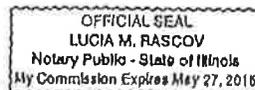


EXHIBIT 'A'
Legal Description

That portion of Lot 17, Colton Land and Water Company Subdivision, in the City of Colton, County of San Bernardino, State of California, as shown on the map recorded in Book 1, Page 40 of Maps, in the Office of the County Recorder of said County, being described as Parcels 3 and 6 conveyed in the deed to Williams Furnace Co., recorded June 15, 1979 in Book 9708, Page 1832 of Official Records of said County, lying northerly of the following described line:

BEGINNING at the northeasterly corner of Parcel 1 of Parcel Map No. 1652 filed in Book 13, Page 52 of Parcel Maps, in the Office of the County Recorder of said County;

Thence along the easterly line of said Parcel 1, South $00^{\circ}13'33''$ East 15.00 feet;

Thence parallel with the centerline of Laurel Street, 66 feet wide, as shown on said Parcel Map No. 1652, North $89^{\circ}42'12''$ East 351.21 feet to the beginning of a curve concave southerly having a radius of 6952.00 feet;

Thence easterly along said curve 36.77 feet through a central angle of $00^{\circ}18'11''$;

Thence South $00^{\circ}17'48''$ East 5.40 feet;

Thence South $85^{\circ}24'48''$ East 150.51 feet to a POINT OF TERMINUS on the westerly line of the land conveyed to the Atchison, Topeka and Santa Fe Railway Company in the document recorded April 16, 1996 as Document No. 19960131382, Official Records of said County;

EXCEPTING THEREFROM that portion described as follows:

BEGINNING at a point on the South line of Laurel Street, 66 feet wide, lying distant thereon North $89^{\circ}42'12''$ East 76.47 feet from the northeasterly corner of Parcel 1 of Parcel Map No. 1652 filed in Book 13, Page 52 of Parcel Maps, in the Office of the County Recorder of said County;

Thence leaving said South line, South $00^{\circ}17'48''$ East 2.00 feet;

Thence North $89^{\circ}42'12''$ East 274.72 feet to the beginning of a curve concave southerly having a radius of 6965.00 feet;

Thence easterly along said curve 15.20 feet through a central angle of $00^{\circ}07'30''$;

Thence along a radial line of said curve, South $00^{\circ}10'17''$ East 2.00 feet to the beginning of a non-tangent curve concave southerly having a radius of 6963.00 feet, a radial line to said curve bears North $00^{\circ}10'17''$ West;

Thence easterly along said curve 170.05 feet through a central angle of $01^{\circ}23'57''$ to the westerly line of Parcel 3 of the easement recorded September 6, 1929 in Book 540, Page 12 of Official Records of said County;

Thence along said westerly line, North $18^{\circ}22'42''$ East 6.82 feet to the northwesterly corner of said Parcel 3 and the southerly line of said Laurel Street;

Page 1 of 2

P:\TRAN\00000004\0600INFO\SV\Office\Legals\0161-061-39 PUE.docx

Thence along said southerly line, South 89°42'12" West 462.13 feet to the POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM that portion lying within the land conveyed to the Atchison, Topco and Santa Fe Railway Company in the document recorded April 16, 1996 as Document No. 19960131382, Official Records of said County;

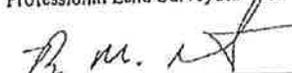
ALSO EXCEPTING THEREFROM that portion lying within Parcel 3 of the easement recorded September 6, 1929 in Book 540, Page 12 of Official Records of said County.

The above described parcel contains 8451 square feet, more or less.

The bearings and distances shown in the above description are on the California Coordinate System of 1983 (2007.00), Zone 5. Divide distances shown in the above description by 0.99994626 to obtain ground distances.

As shown on Exhibit 'B', attached hereto and made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.


Ryan M. Versteeg, P.L.S. 7809

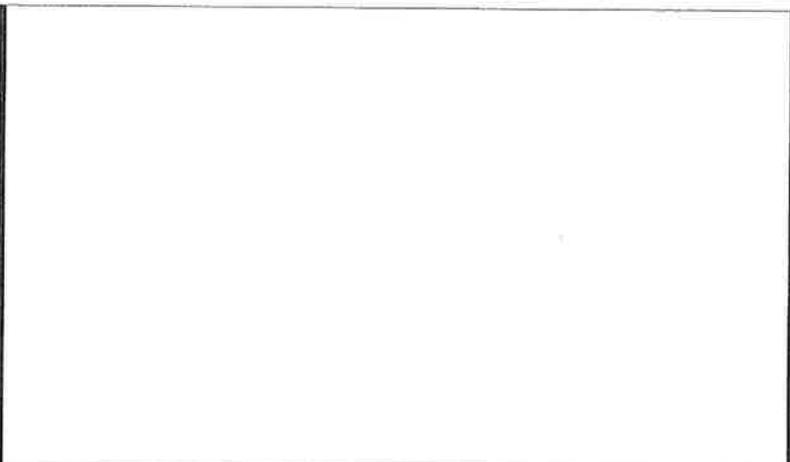
2-2-2012
Date



RECORDING REQUESTED BY:
San Bernardino County Transportation Authority
1170 West Third Street, 2nd Floor
San Bernardino, CA 92410-1715

WHEN RECORDED MAIL TO:
City of Colton, Public Works Department
160 S. 10th Street
Colton, CA 92324
Attn.: Victor Ortiz, P.E.

RECORDER:
RECORD WITHOUT FEE SUBJECT TO
GOVT. CODE 6103



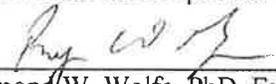
CITY OF COLTON APN: 0161-061-39	QUITCLAIM DEED	DOCUMENT TRANSFER TAX \$0.00
------------------------------------	-----------------------	------------------------------

For a valuable consideration, receipt of which is hereby acknowledged, the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY, as the successor in interest to the SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION pursuant to Senate Bill 1305 (hereinafter "SBCTA"), does hereby REMISE, RELEASE and QUITCLAIM to

CITY OF COLTON, a California municipal corporation,

all of SBCTA's rights, title and interests in the permanent roadway easement obtained in the Grant of Easement, recorded December 9, 2013, as Document No. 2013-0528150 of the Official Records in the County of San Bernardino, a copy of which is attached hereto as Attachment "1" and made a part hereof, lying within that certain real property in the County of San Bernardino, State of California, described in EXHIBITS A and B to said Grant of Easement.

San Bernardino County Transportation Authority,
successor in interest to the San Bernardino County
Transportation Commission pursuant to Senate Bill 1305

By: 
Raymond W. Wolfe, PhD, Executive Director

Date: 1/31/18

	Township _____ Range _____ Section _____ Geo Index: _____ Sect _____ Quad. _____ Road Name: _____ Project Name: Laurel Street Grade Separation A.P.N. (s): 0161-061-39
--	--

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE

Name	Street Address	City & State
Not Applicable		

NOTARY ACKNOWLEDGEMENT

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.

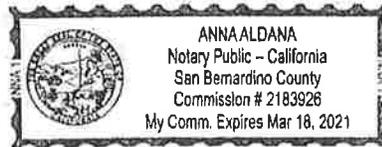
STATE OF California §

COUNTY OF San Bernardino

On January 31, 2018, before me, Anna Aldana, a Notary Public, personally appeared Raymond Walter Wolfe 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 acknowledge 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 Anna Aldana (Seal)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interests in real property conveyed by the Quitclaim Deed to which this Certificate of Acceptance is attached, dated _____ from Raymond W. Wolfe to the City of Colton, a municipal corporation, is hereby accepted by the order of City Council of the City of Colton on the 3rd day of February, 2015 and the CITY OF COLTON consents to recordation thereof by its duly authorized agent.

THE CITY OF COLTON, a municipal corporation

By: _____

Sabdi Sanchez
Chief Deputy City Clerk

Date: _____

ATTACHMENT “1”

Commonwealth Land Title Company

RECORDING REQUESTED BY
AND
WHEN RECORDED MAIL TO:

San Bernardino County
Transportation Commission
c/o SANBAG
1170 West Third Street, 2nd floor
San Bernardino, CA 92410-1715

APN: 0161-061-39

Laurel Street Grade Separation

NO FEE PER GOVERNMENT CODE
SECTION 6103

Electronically Recorded In Official Records, County of San Bernardino 12/09/2013
08:43 AM
ALS



DENNIS DRAEGER
ASSESSOR - RECORDER - CLERK
803 Lawyers Title Co/Commonwealth

Doc #: 2013-0528150

Tittles:	1	Pages:	9
Fees			.00
Taxes			.00
Other			.00
PAID			.00



SPACE ABOVE FOR RECORDER'S USE

12544371-10

GRANT OF EASEMENT

- All
- Portion
- Temporary Construction Easement

This Grant of Easement is entered into by and between Williams Furnace Co., a Delaware Corporation, called Grantor, and the San Bernardino County Transportation Commission, hereinafter called Commission.

For a valuable consideration receipt of which is hereby acknowledged, Williams Furnace Co., a Delaware Corporation, hereby GRANTS unto Commission, its officers, agents and employees and persons under contract with said Commission and their employees, A PERMANENT ROADWAY EASEMENT FOR STREET AND HIGHWAY PURPOSES, the real property in the County of San Bernardino, described as follows: Exhibit "A", Legal Description, and Exhibit "B", Plat, attached hereto and made part hereof.

Date SEPT. 23, 2013

Williams Furnace Co., a Delaware Corporation

By *Michael A. Markowich*

Print Name MICHAEL A. MARKOWICH

Print Title PRESIDENT

Laurel Street Grade Separation
APN: 0161-061-39

ACKNOWLEDGEMENT

STATE OF CALIFORNIA)

COUNTY OF San Bernardino)

On October 2, 2013, before me, Angie Gheen,
Notary Public, personally appeared Michael A. Markowich, 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 Angie Gheen



NOTARY SEAL

Under the provisions of Government Code 27361.7, I certify under the penalty of perjury that the Notary Seal on the document to which this statement is attached reads as follows:

Name of Notary: Angie Gheen

Commission #: 1916609

Date Commission Expires: Dec 11, 2014

County where Bond is filed San Bernardino

PLACE OF EXECUTION: San Bernardino

DATE: 12/9/13

SIGNATURE: AG
Ashley Gasson



EXHIBIT 'A'
Legal Description

That portion of Lot 17, Colton Land and Water Company Subdivision, in the City of Colton, County of San Bernardino, State of California, as shown on the map recorded in Book 1, Page 40 of Maps, in the Office of the County Recorder of said County, being described as Parcels 3 and 6 conveyed in the deed to William Furnace Co., recorded June 15, 1979 in Book 9708, Page 1832 of Official Records of said County, described as follows:

BEGINNING at a point on the South line of Laurel Street, 66 feet wide, lying distant thereon North 89°42'12" East 76.47 feet from the northeasterly corner of Parcel 1 of Parcel Map No. 1652 filed in Book 13, Page 52 of Parcel Maps, in the Office of the County Recorder of said County;

Thence leaving said South line, South 00°17'48" East 2.00 feet;

Thence North 89°42'12" East 274.72 feet to the beginning of a curve concave southerly having a radius of 6965.00 feet;

Thence easterly along said curve 15.20 feet through a central angle of 00°07'30";

Thence along a radial line of said curve, South 00°10'17" East 2.00 feet to the beginning of a non-tangent curve concave southerly having a radius of 6963.00 feet, a radial line to said curve bears North 00°10'17" West;

Thence easterly along said curve 170.05 feet through a central angle of 01°23'57" to the westerly line of Parcel 3 of the easement recorded September 6, 1929 in Book 540, Page 12 of Official Records of said County;

Thence along said westerly line, North 18°22'42" East 6.82 feet to the northwesterly corner of said Parcel 3 and the southerly line of said Laurel Street;

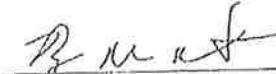
Thence along said southerly line, South 89°42'12" West 462.13 feet to the **POINT OF BEGINNING**.

The above described parcel contains 1419 square feet, more or less.

The bearings and distances shown in the above description are on the California Coordinate System of 1983 (2007.00), Zone 5. Divide distances shown in the above description by 0.99994626 to obtain ground distances.

As shown on Exhibit 'B', attached hereto and made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.



Ryan M. Versteeg, P.L.S. 7809

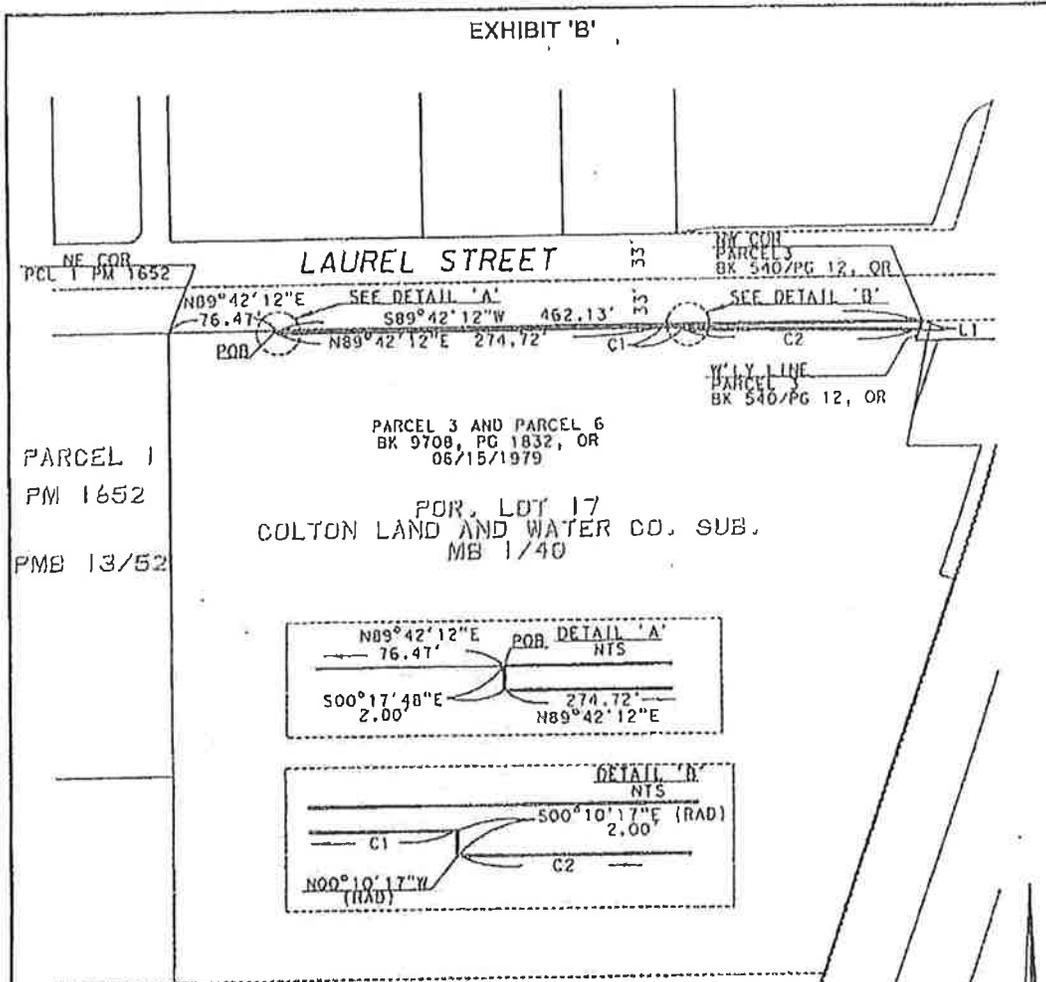
2-2-2012

Date



P:\T\TRAN00000004\0600\INFO\SV\Office\Legals\0161-061-39 RW.docx

EXHIBIT 'B'



LEGEND

- PROPERTY LINES
- EASEMENT AREA
- AREA: 1,419± SQUARE FEET
- POB POINT OF BEGINNING
- RAD RADIAL

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	00°07'30"	6965.00'	15.20'
C2	01°23'57"	6963.00'	170.05'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N10°22'42"E	6.82'

<p>DAVID EVANS AND ASSOCIATES III, INC. 4260 Corcoran, Suite 200 Ontario California 91764 Phone: 909.481.5750</p>	<p>EXHIBIT 'B'</p> <p>003102 TRAN0000 0004</p> <p>SHEET 1 TOTAL 1</p>	COUNTY SAN BERNARDINO	CITY COLTON	DRAWN BY RMVE
		ROAD EASEMENT		DATE 01/03/12
			0181-081-39	

Certificate of Acceptance

This is to certify that the interest in the GRANT OF EASEMENT conveyed by the within instrument to the San Bernardino County Transportation Commission, State of California, is hereby accepted by the undersigned officer/agent on behalf of the Board of Directors.

SAN BERNARDINO COUNTY
TRANSPORTATION COMMISSION

By: 
Director of Project Delivery

Name: Garry Cohon

Date: 10.30.13

Consent of Lien Holder

The Privatebank and Trust Company ("Lien Holder"), is the current holder of a Deed of Trust dated April 16, 2009, as recorded in document No. 2009-0166650, hereby consents to the grant of the forgoing Grant of Easement Deed dated September 10, 2012 Parcel: APN 0161-061-39 by property to San Bernardino County Transportation and Joins in the execution hereof solely as Lien Holder and hereby does agree that in the event of the foreclosure of said mortgage, or other sale of said property described in said mortgage under judicial or non-judicial proceedings, the same shall be sole subject to said Grant of Easement. See Exhibit "A" and Exhibit "B" for legal description attached hereto and made a part hereof.

SIGNED AND EXECUTED this 23rd day of August, 2013

THE PRIVATEBANK AND TRUST COMPANY

BY: [Signature]
NAME: Richard Pierce
ITS: Managing Director

STATE OF ~~CALIFORNIA~~ Illinois
COUNTY OF COOK)ss:

On August 23, 2013 before me, Lucia M. Rascoy, Officer Notary Public,
(insert name and title of the officer)
personally appeared Richard Pierce

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~~ Illinois that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)

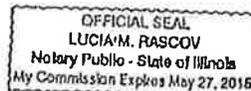


EXHIBIT 'A'
Legal Description

That portion of Lot 17, Colton Land and Water Company Subdivision, in the City of Colton, County of San Bernardino, State of California, as shown on the map recorded in Book 1, Page 40 of Maps; in the Office of the County Recorder of said County, being described as Parcels 3 and 6 conveyed in the deed to Williams Furnace Co., recorded June 15, 1979 in Book 9708, Page 1832 of Official Records of said County, described as follows:

BEGINNING at a point on the South line of Laurel Street, 66 feet wide, lying distant thereon North 89°42'12" East 76.47 feet from the northeasterly corner of Parcel 1 of Parcel Map No. 1652 filed in Book 13, Page 52 of Parcel Maps, in the Office of the County Recorder of said County;

Thence leaving said South line, South 00°17'48" East 2.00 feet;

Thence North 89°42'12" East 274.72 feet to the beginning of a curve concave southerly having a radius of 6965.00 feet;

Thence easterly along said curve 15.20 feet through a central angle of 00°07'30";

Thence along a radial line of said curve, South 00°10'17" East 2.00 feet to the beginning of a non-tangent curve concave southerly having a radius of 6963.00 feet, a radial line to said curve bears North 00°10'17" West;

Thence easterly along said curve 170.05 feet through a central angle of 01°23'57" to the westerly line of Parcel 3 of the easement recorded September 6, 1929 in Book 540, Page 12 of Official Records of said County;

Thence along said westerly line, North 18°22'42" East 6.82 feet to the northwesterly corner of said Parcel 3 and the southerly line of said Laurel Street;

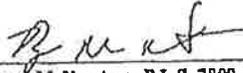
Thence along said southerly line, South 89°42'12" West 462.13 feet to the POINT OF BEGINNING.

The above described parcel contains 1419 square feet, more or less.

The bearings and distances shown in the above description are on the California Coordinate System of 1983 (2007.00), Zone 5. Divide distances shown in the above description by 0.99994626 to obtain ground distances.

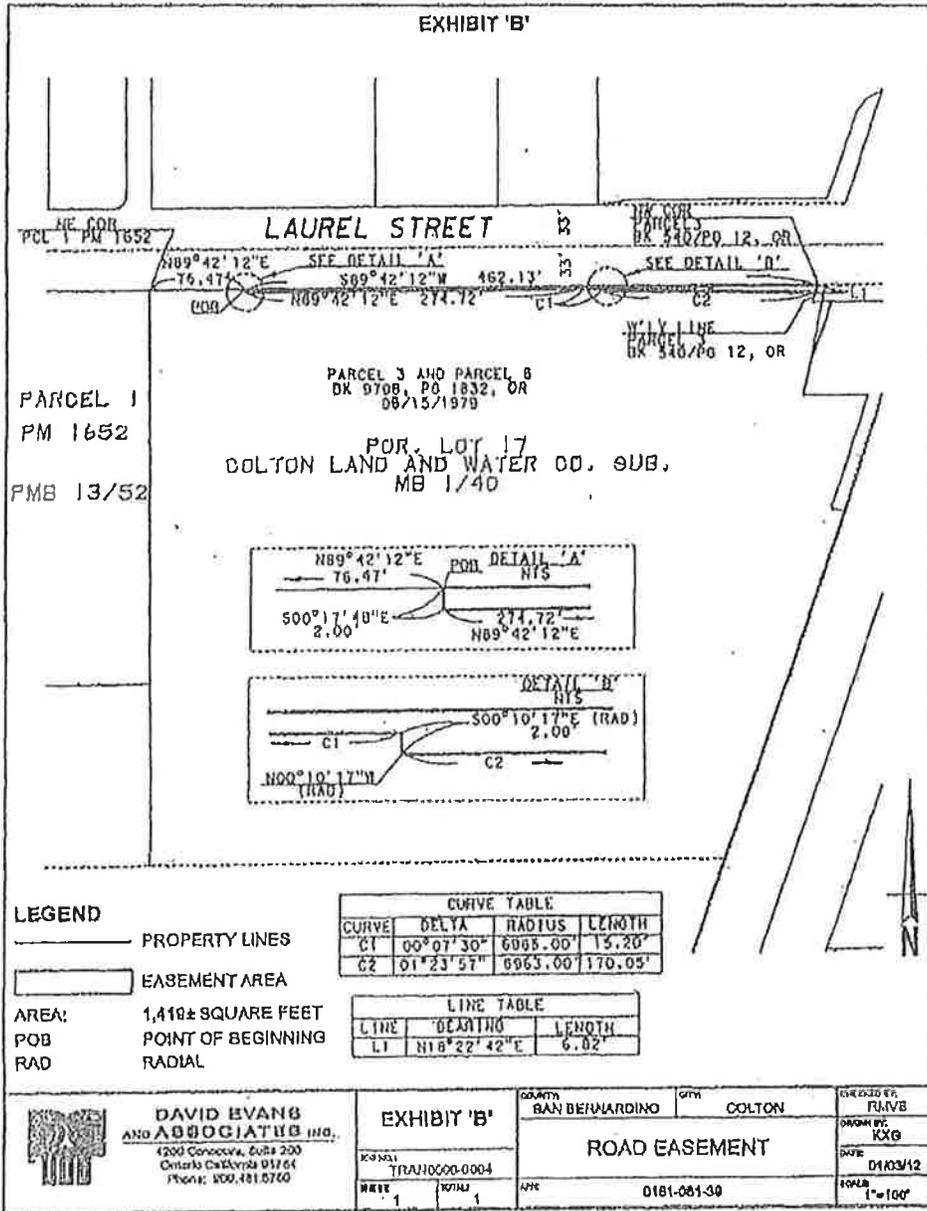
As shown on Exhibit 'B', attached hereto and made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.


Ryan M. Versteeg, P.L.S. 7809
2-2-2012
Date



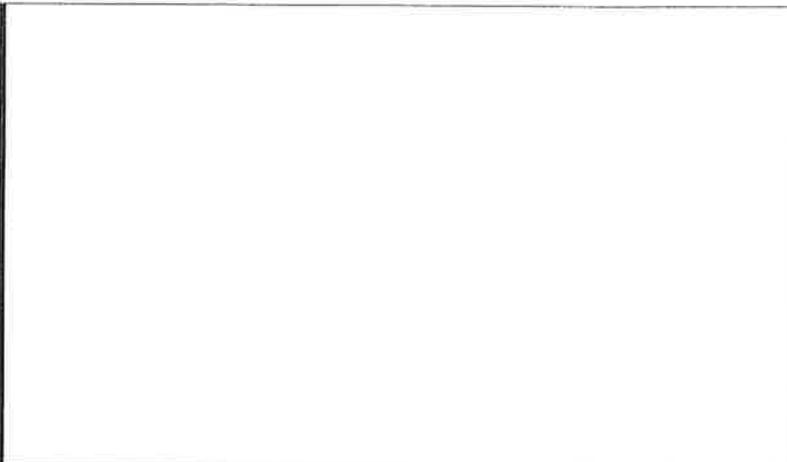
P:\TRAN00000004\0600INFO\SY\Office\Legals\0161-061-39 RW.docx



RECORDING REQUESTED BY:
 San Bernardino County Transportation Authority
 1170 West Third Street, 2nd Floor
 San Bernardino, CA 92410-1715

WHEN RECORDED MAIL TO:
 City of Colton, Public Works Department
 160 S. 10th Street
 Colton, CA 92324
 Attn.: Victor Ortiz, P.E.

RECORDER:
 RECORD WITHOUT FEE SUBJECT TO
 GOVT. CODE 6103



CITY OF COLTON APN: 0161-081-10	QUITCLAIM DEED	DOCUMENT TRANSFER TAX \$0.00
------------------------------------	-----------------------	------------------------------

For a valuable consideration, receipt of which is hereby acknowledged, the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY, as the successor in interest to the SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION pursuant to Senate Bill 1305 (hereinafter "SBCTA"), does hereby REMISE, RELEASE and QUITCLAIM to

CITY OF COLTON, a California municipal corporation,

all of SBCTA's rights, title and interests in the easement for public utility purposes obtained in the Easement Deed, recorded September 12, 2013, as Document No. 2013-0401898 of the Official Records in the County of San Bernardino, a copy of which is attached hereto as Attachment "1" and made a part hereof, lying within that certain real property in the County of San Bernardino, State of California, described in EXHIBITS A and B to said Easement Deed.

San Bernardino County Transportation Authority,
 successor in interest to the San Bernardino County
 Transportation Commission pursuant to Senate Bill 1305

By: Ray Wolfe
 Raymond W. Wolfe, PhD, Executive Director

Date: 11/30/18

	Township _____ Range _____ Section _____ Geo Index: _____ Sect _____ Quad. _____ Road Name: Laurel Street Project Name: Laurel Street Grade Separation A.P.N. (s): 0161-081-10
--	--

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE

Not Applicable

Name	Street Address	City & State
------	----------------	--------------

NOTARY ACKNOWLEDGEMENT

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.

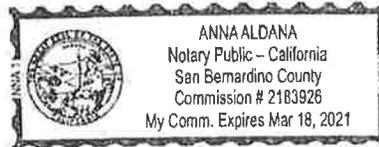
STATE OF California §

COUNTY OF San Bernardino

On January 31, 2018, before me, Anna Aldana, a Notary Public, personally appeared Raymond Walter Wolfe 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 acknowledge 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 Anna Aldana (Seal)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interests in real property conveyed by the Quitclaim Deed to which this Certificate of Acceptance is attached, dated _____ from Raymond W. Wolfe to the City of Colton, a municipal corporation, is hereby accepted by the order of City Council of the City of Colton on the 3rd day of February, 2015 and the CITY OF COLTON consents to recordation thereof by its duly authorized agent.

THE CITY OF COLTON, a municipal corporation

By: _____
Sabdi Sanchez
Chief Deputy City Clerk

Date: _____

ATTACHMENT “1”

Commonwealth Land Title Co

Electronically Recorded in Official Records, County of San Bernardino 9/12/2013 09:16 AM FV



DENNIS DRAEGER
ASSESSOR - RECORDER - CLERK
803 Lawyers Title Co/Commonwealth

RECORDING REQUESTED BY
AND
WHEN RECORDED MAIL TO:
San Bernardino County
Transportation Commission
c/o SANBAG
1170 West Third Street, 2nd floor
San Bernardino, CA 92410-1715

Doc #: 2013-0401898

Titles: 1 Pages: 6



Fees .00
Taxes .00
Other .00
PAID .00

APN: 0161-081-10

Laurel Street Grade Separation

NO FEE PER GOVERNMENT CODE
SECTION 6103

12544380

SPACE ABOVE FOR RECORDER'S USE

DH:8

EASEMENT DEED

Ernesto Alcala, an unmarried man, and Ivelisse Alcala, an unmarried woman, who acquired title as Ernesto Alcala and Ivelisse Alcala, husband and wife as joint tenants

GRANT to San Bernardino County Transportation Commission, hereinafter called Commission an EASEMENT for Public Utility purposes and incidents thereto, upon, over and across that certain real property in the City of Colton, County of San Bernardino, State of California, described as follows:

SEE EXHIBIT "A" & "B"

Date 6/10/13

Ernesto Alcala, an unmarried man, and Ivelisse Alcala, an unmarried woman

Ernesto Alcala
Ernesto Alcala

Ivelisse Alcala
Ivelisse Alcala

MAIL TAX STATEMENT TO
RETURN ADDRESS ABOVE

Description: San Bernardino, CA Document-Year.DocID 2013.401898 Page: 1 of 6
Order: do Comment:

Laurel Street Grade Separation
APN: 0161-081-10

ACKNOWLEDGEMENT

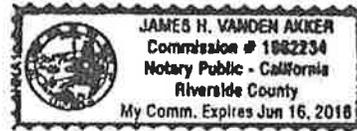
STATE OF CALIFORNIA)

COUNTY OF San Bernardino)

On June 10, 2013, before me, James H. Vanden Akker,
Notary Public, personally appeared Ernesto Alcala and Evelisse Alcala, 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 James H. Vanden Akker

(Seal)

GOVERNMENT CODE SECTION 27361.7

I CERTIFY UNDER PENALTY OF PERJURY THAT THE
NOTARY SEAL ON THE DOCUMENT TO WHICH THIS
STATEMENT IS ATTACHED READS AS FOLLOWS:

NAME OF NOTARY: James H. Vanden Akker

DATE COMMISSION EXPIRES: June 16, 2016

COUNTY WHERE BOND IS FILED: Riverside

COMMISSION NO.: 1982234

VENDOR NO.: NNA1

PLACE OF EXECUTION: Newport Beach, CA

DATE: September 11, 2013

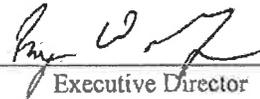
Lawyers Title, California



Certificate of Acceptance

This is to certify that the interest in the EASEMENT DEED conveyed by the within instrument to the San Bernardino County Transportation Commission, State of California, is hereby accepted by the undersigned officer/agent on behalf of the Board of Directors.

SAN BERNARDINO COUNTY
TRANSPORTATION COMMISSION

By:  _____
Executive Director

Name: Raymond Wolfe, PhD

Date: 7/1/13

EXHIBIT 'A'
Legal Description

The northerly 7.50 feet of that certain portion of Lot 11 in Block 2 of Brink Subdivision of a part of Blocks 17 and 22 of Colton Land and Water Company's Addition to the City of Colton, in the City of Colton, County of San Bernardino, State of California, as shown on the map recorded in Book 14, Page 38 of Maps, in the Office of the County Recorder of said County, conveyed in the deed to Woodrow Miller, recorded January 17, 1958 in Book 4416, Page 332, Official Records of said County.

The above described parcel contains 740 square feet, more or less.

The bearings and distances shown in the above description are on the California Coordinate System of 1983 (2007.00), Zone 5. Divide distances shown in the above description by 0.99994626 to obtain ground distances.

As shown on Exhibit 'B', attached hereto and made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.



Ryan M. Versteeg, P.L.S. 7809

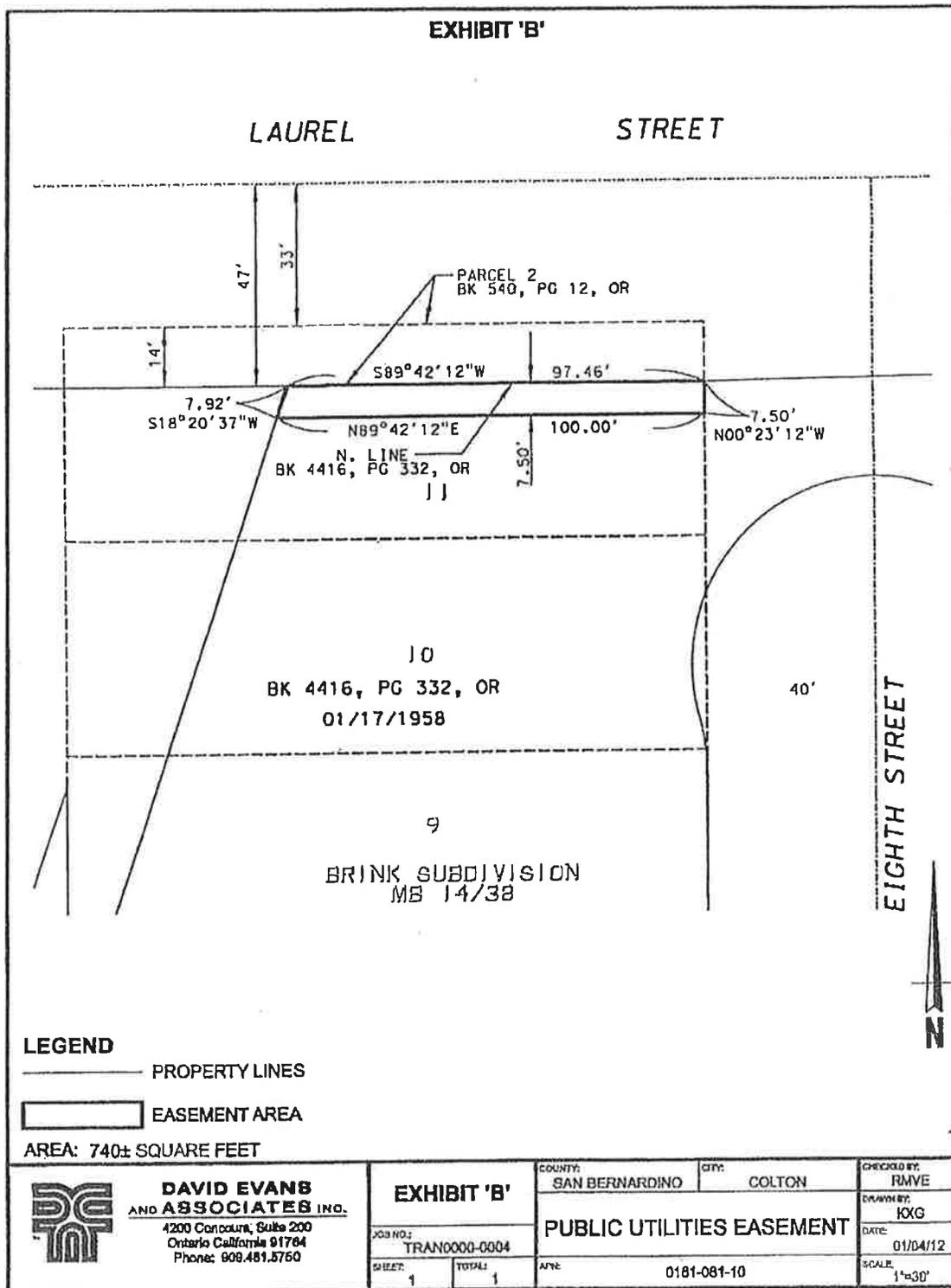
1-26-2012

Date



P:\T\TRAN00000004\0600INFO\SV\Office\Legals\0161-081-10 PUE.docx

Description: San Bernardino, CA Document-Year.DocID 2013.401898 Page: 5 of 6
Order: do Comment:

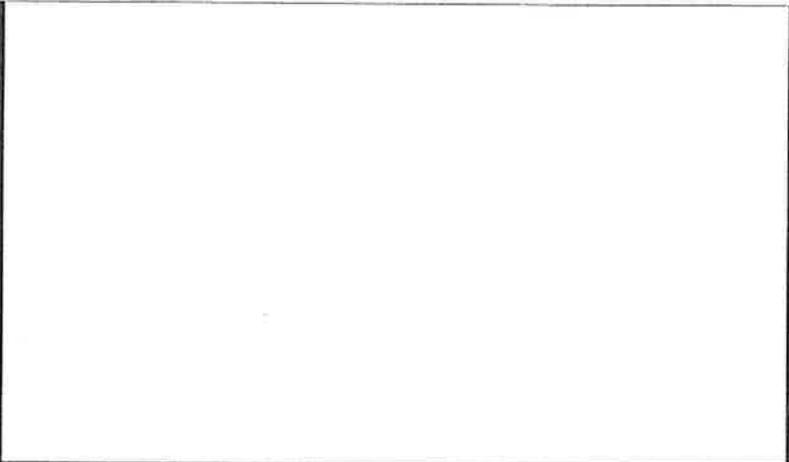


Description: San Bernardino, CA Document-Year.DocID 2013.401898 Page: 6 of 6
Order: do Comment:

RECORDING REQUESTED BY:
San Bernardino County Transportation Authority
1170 West Third Street, 2nd Floor
San Bernardino, CA 92410-1715

WHEN RECORDED MAIL TO:
City of Colton, Public Works Department
160 S. 10th Street
Colton, CA 92324
Attn.: Victor Ortiz, P.E.

RECORDER:
RECORD WITHOUT FEE SUBJECT TO
GOVT. CODE 6103



CITY OF COLTON APN: 0161-081-10	QUITCLAIM DEED	DOCUMENT TRANSFER TAX \$0.00
------------------------------------	-----------------------	------------------------------

For a valuable consideration, receipt of which is hereby acknowledged, the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY, as the successor in interest to the SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION pursuant to Senate Bill 1305 (hereinafter "SBCTA"), does hereby REMISE, RELEASE and QUITCLAIM to

CITY OF COLTON, a California municipal corporation,

all of SBCTA's rights, title and interests in the permanent roadway easement obtained in the Grant of Easement, recorded September 12, 2013, as Document No. 2013-0401899 of the Official Records in the County of San Bernardino, a copy of which is attached hereto as Attachment "1" and made a part hereof, lying within that certain real property in the County of San Bernardino, State of California, described in EXHIBITS A and B to said Easement Deed.

San Bernardino County Transportation Authority,
successor in interest to the San Bernardino County
Transportation Commission pursuant to Senate Bill 1305

By: Raymond W. Wolfe
Raymond W. Wolfe, PhD, Executive Director

Date: 1/31/18

	Township _____ Range _____ Section _____ Geo Index: _____ Sect _____ Quad. _____ Road Name: Laurel Street Project Name: Laurel Street Grade Separation A.P.N. (s): 0161-081-10
--	--

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE

Not Applicable

Name	Street Address	City & State
------	----------------	--------------

NOTARY ACKNOWLEDGEMENT

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.

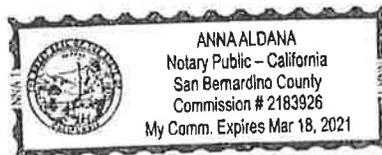
STATE OF California §

COUNTY OF San Bernardino

On January 31, 2018, before me, Anna Aldana, a Notary Public, personally appeared Raymond Walter Wolfe 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 acknowledge 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 Anna Aldana (Seal)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interests in real property conveyed by the Quitclaim Deed to which this Certificate of Acceptance is attached, dated _____ from Raymond W. Wolfe to the City of Colton, a municipal corporation, is hereby accepted by the order of City Council of the City of Colton on the 3rd day of February, 2015 and the CITY OF COLTON consents to recordation thereof by its duly authorized agent.

THE CITY OF COLTON, a municipal corporation

By: _____
Sabdi Sanchez
Chief Deputy City Clerk

Date: _____

ATTACHMENT “1”

Commonwealth Land Title Company

RECORDING REQUESTED BY
AND
WHEN RECORDED MAIL TO:
Bill Tax to
San Bernardino County
Transportation Commission
c/o SANBAG
1170 West Third Street, 2nd floor
San Bernardino, CA 92410-1715

APN: 0161-081-10

Laurel Street Grade Separation

NO FEE PER GOVERNMENT CODE
SECTION 6103

Electronically Recorded in Official Records, County of San Bernardino 9/12/2013
09:16 AM
FV



DENNIS DRAEGER
ASSESSOR - RECORDER - CLERK
803 Lawyers Title Co/Commonwealth

Doc #: 2013-0401899



Titles: 1 Pages: 6
Fees .00
Taxes .00
Other .00
PAID .00

SPACE ABOVE FOR RECORDER'S USE

Dxt. 8

GRANT OF EASEMENT

- All
- Portion
- Temporary Construction Easement

This Grant of Easement is entered into by and between Ernesto Alcala, an unmarried man, and Ivelisse Alcala, an unmarried woman, who acquired title as Ernesto Alcala and Ivelisse Alcala, husband and wife as joint tenants, Grantor, and the San Bernardino County Transportation Commission, hereinafter called Commission.

For a valuable consideration receipt of which is hereby acknowledged, Ernesto Alcala, an unmarried man, and Ivelisse Alcala, an unmarried woman, who acquired title as Ernesto Alcala and Ivelisse Alcala, husband and wife as joint tenants, hereby GRANT unto Commission, its officers, agents and employees and persons under contract with said Commission and their employees, A PERMANENT ROADWAY EASEMENT FOR STREET, HIGHWAY IN, OVER, UNDER AND ACROSS, the real property in the County of San Bernardino, described as follows: Exhibit "A", Legal Description, and Exhibit "B", Plat, attached hereto and made part hereof.

Date June 10, 2013

Ernesto Alcala, an ²unmarried man, and Ivelisse Alcala, an unmarried woman

Ernesto Alcala
Ernesto Alcala

Ivelisse Alcala
Ivelisse Alcala

MAIL TAX STATEMENT TO
RETURN ADDRESS ABOVE

Description: San Bernardino, CA Document-Year.DocID 2013.401899 Page: 1 of 6
Order: do Comment:

Laurel Street Grade Separation
APN: 0161-081-10

ACKNOWLEDGEMENT

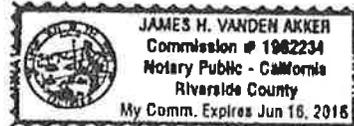
STATE OF CALIFORNIA)

COUNTY OF San Bernardino)

On June 10, 2013, before me, James H. Vanden Akker,
Notary Public, personally appeared Ernesto Alcala and Evelyn Alcala, 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 James H. Vanden Akker

(Seal)

GOVERNMENT CODE SECTION 27361.7

I CERTIFY UNDER PENALTY OF PERJURY THAT THE
NOTARY SEAL ON THE DOCUMENT TO WHICH THIS
STATEMENT IS ATTACHED READS AS FOLLOWS:

NAME OF NOTARY: James H. Vanden Akker

DATE COMMISSION EXPIRES: June 16, 2016

COUNTY WHERE BOND IS FILED: Riverside

COMMISSION NO.: 1982234

VENDOR NO.: NNA1

PLACE OF EXECUTION: Newport Beach, CA

DATE: September 11, 2013

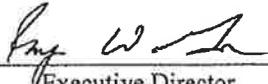
Lawyers Title, California



Certificate of Acceptance

This is to certify that the interest in the GRANT OF EASEMENT conveyed by the within instrument to the San Bernardino County Transportation Commission, State of California, is hereby accepted by the undersigned officer/agent on behalf of the Board of Directors.

SAN BERNARDINO COUNTY
TRANSPORTATION COMMISSION

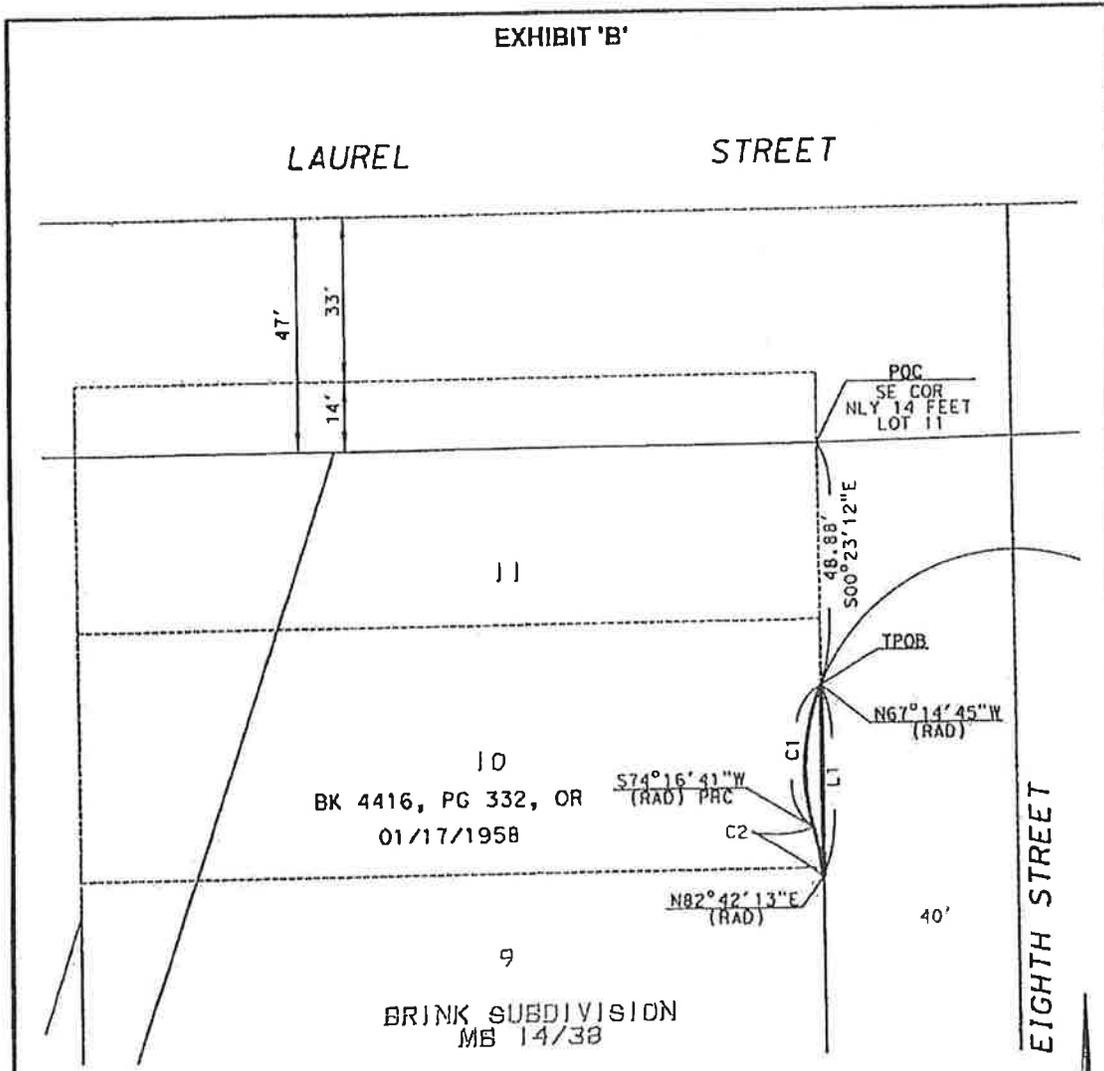
By: 
Executive Director

Name: Raymond Wolfe, PhD

Date: 7/1/13

EXHIBIT 'B'

LAUREL STREET



LEGEND

- PROPERTY LINES
- EASEMENT AREA
- POC POINT OF COMMENCEMENT
- TPOB TRUE POINT OF BEGINNING
- PRC POINT OF REVERSE CURVE
- RAD RADIAL
- AREA: 83± SQUARE FEET

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	38°28'34"	43.50'	29.21'
C2	08°25'32"	68.84'	10.12'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°23'12"W	38.52'

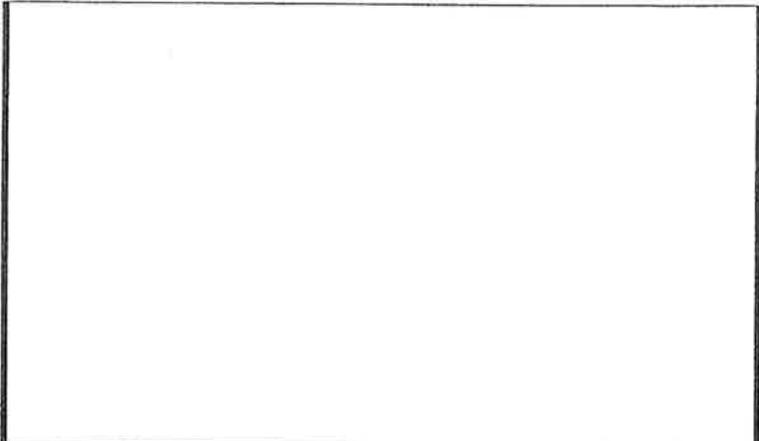
<p>DAVID EVANS AND ASSOCIATES INC. 4200 Concourse, Suite 200 Ontario California 91784 Phone: 909.481.5750</p>	<p>EXHIBIT 'B'</p>		COUNTY: SAN BERNARDINO	CITY: COLTON	CHECKED BY: RMVE
	<p>ROAD EASEMENT</p>				
<p>JOB NO.: TRAN0000-0004</p>		<p>DATE: 01/04/12</p>		<p>SCALE: 1"=30'</p>	
<p>SHEET: 1</p>	<p>TOTAL: 1</p>	<p>APIE: 0161-081-10</p>			

Description: San Bernardino, CA Document-Year.DocID 2013.401899 Page: 6 of 6
Order: do Comment:

RECORDING REQUESTED BY:
 San Bernardino County Transportation Authority
 1170 West Third Street, 2nd Floor
 San Bernardino, CA 92410-1715

WHEN RECORDED MAIL TO:
 City of Colton, Public Works Department
 160 S. 10th Street
 Colton, CA 92324
 Attn.: Victor Ortiz, P.E.

RECORDER:
 RECORD WITHOUT FEE SUBJECT TO
 GOVT. CODE 6103



CITY OF COLTON APN: 0160-241-11	QUITCLAIM DEED	DOCUMENT TRANSFER TAX \$0.00
------------------------------------	-----------------------	------------------------------

For a valuable consideration, receipt of which is hereby acknowledged, the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY, as the successor in interest to the SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION pursuant to Senate Bill 1305 (hereinafter "SBCTA"), does hereby REMISE, RELEASE and QUITCLAIM to

CITY OF COLTON, a California municipal corporation,

all of SBCTA's rights, title and interests in that certain road easement, drainage easement, and public utilities easement obtained in the FINAL ORDER OF CONDEMNATION, recorded January 13, 2017 as Document No. 2017-0019580 of the Official Records in the County of San Bernardino, a copy of which is attached hereto as Attachment "1" and made a part hereof, lying within that certain real property in the County of San Bernardino, State of California, described in EXHIBITS A, B, C, D, E, and F to said FINAL ORDER OF CONDEMNATION.

San Bernardino County Transportation Authority,
 successor in interest to the San Bernardino County
 Transportation Commission pursuant to Senate Bill 1305

By: Raymond W. Wolfe
 Raymond W. Wolfe, PhD, Executive Director

Date: 1/31/18

	Township _____ Range _____ Section _____ Geo Index: _____ Sect _____ Quad. _____ Road Name: _____ Project Name: _____ A.P.N. (s): _____
--	---

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE

Not Applicable

Name	Street Address	City & State
------	----------------	--------------

NOTARY ACKNOWLEDGEMENT

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.

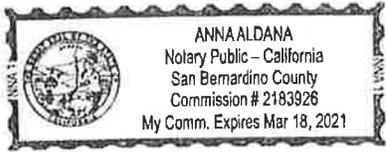
STATE OF California §

COUNTY OF San Bernardino

On January 31, 2018, before me, Anna Aldana, a Notary Public, personally appeared Raymond Walter Wolfe 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 Anna Aldana (Seal)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interests in real property conveyed by the Quitclaim Deed to which this Certificate of Acceptance is attached, dated _____ from Raymond W. Wolfe to the City of Colton, a municipal corporation, is hereby accepted by the order of City Council of the City of Colton on the 3rd day of February, 2015 and the CITY OF COLTON consents to recordation thereof by its duly authorized agent.

THE CITY OF COLTON, a municipal corporation

By: _____
Sabdi Sanchez
Chief Deputy City Clerk

Date: _____

ATTACHMENT "1"

Tommy Arter
RECORDING REQUESTED BY

CRAIG G. FARRINGTON, ESQ.
WOODRUFF, SPRADLIN & SMART
Attorneys for Plaintiff
San Bernardino County Trans. Commission

WHEN RECORDED MAIL TO

NAME Craig G. Farrington
Woodruff, Spradlin & Smart
MAILING 555 Anton Boulevard
ADDRESS Suite 1200

CITY, STATE Costa Mesa, CA
ZIP CODE 92626

Recorded in Official Records, County of San Bernardino



BOB DUTTON
ASSESSOR - RECORDER - CLERK

P Counter

1/13/2017
4:40 PM
SG
SAN

Doc#: 2017-0019580



Titles:	1	Pages:	34
Fees			0.00
Taxes			0.00
Other			0.00
<u>PAID</u>			<u>50.00</u>

Fee exempt per Govt. Code 6103

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

TITLE(S)

FINAL ORDER IN CONDEMNATION

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

NOV 17 2016

BY VERONICA GONZALEZ DEPUTY

SUPERIOR COURT FOR THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO, CENTRAL DISTRICT

SAN BERNARDINO COUNTY
TRANSPORTATION COMMISSION, a
public agency,

Plaintiff,

v.

CIP INVESTMENTS, L.P., a California
Limited Partnership; COLTON TERRACE
LAND AND WATER COMPANY;
SOUTHERN CALIFORNIA EDISON
COMPANY; CALIFORNIA REGIONAL
WATER QUALITY CONTROL BOARD, a
Corporation; SPRINT PCS ASSETS, L.L.C.;
LEHMAN BROTHERS BANK, FSB, a
federal stock savings bank; WELLS FARGO
BANK N.A., as Trustee for the Registered
Holders of LB-UBS Commercial Mortgage
Trust 2004-C2, Commercial Mortgage Pass-
Through Certificates, Series 2004-C2;
LEHMAN BROTHERS BANK, FSB, a
federal stock savings bank; SOURCE WEST,
a California Corp; JUAN PIEDRA &
SUNCHO PIEDRA DBA PAPER CUT
CONVERTERS; JON-LIN FROZEN
FOODS; GMC SALES CORP.; CARSON
INDUSTRIES, LLC; BILL TAYLOR; MIKE
CLARK TRUCKING; COLOR FAST
INDUSTRIES, and DOES 1 through 100,
inclusive, and ALL PERSONS UNKNOWN
CLAIMING AN INTEREST IN THE
PROPERTY,

Defendants.

CASE NO.: CIVDS 1212595

ASSIGNED FOR ALL PURPOSES TO
THE HONORABLE BRYAN F. FOSTER
DEPARTMENT: S-22

~~PROPOSED~~ FINAL ORDER IN
CONDEMNATION

[Assessor Parcel No. 0160-241-11]

HEARING DATES PENDING
None

Date Action Filed: 12/6/12
Trial Date: Vacated

WOODRUFF SPRADLIN
& SMART
ATTORNEYS AT LAW
COSTA MESA

WOODRUFF SPRADLIN
& SMART
ATTORNEYS AT LAW
COSTA MESA

1 Final Judgment in Condemnation having been entered in the above-entitled action on
2 October 17, 2016, and it appearing to the Court's satisfaction that Plaintiff San Bernardino
3 County Transportation Commission (the "Commission") has paid to the defendants entitled
4 thereto the total amount of just compensation provided for by the Judgment in
5 Condemnation.

6 It further appearing to the Court's satisfaction that the Commission is authorized to
7 take possession of the real property interests described in the Stipulation for Final Judgment.

8 **NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND**
9 **DECREED AS FOLLOWS:**

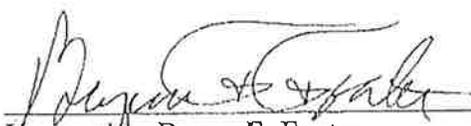
10 The interests in real property described and identified in the Commission's Complaint
11 in Eminent Domain filed herein on December 6, 2012 and the additional property interests
12 acquired by the Commission from Defendant CIP Investments, L.P., as more particularly
13 described and depicted in Exhibits A through J (the "Subject Property Interests") attached
14 hereto and by reference incorporated herein, are hereby condemned to the Commission for
15 public use by the Commission to facilitate the Laurel Street Grade Separation Project.
16 Commission has also granted CIP Investments a utility easement, as described and depicted
17 in Exhibits K and L attached hereto and incorporated by this reference, the purpose of which
18 is to provide an easement that runs with the land for lines and vaults to supply the adjacent
19 property.

20 A certified copy of this Final Order of Condemnation shall be recorded in the Office
21 of the County Recorder of the County of San Bernardino, State of California, and thereupon
22 the interests in and to the Subject Property Interests described and depicted in Exhibits A
23 through J, collectively, shall vest in the Commission, and the interests in and to the Subject
24 Property Interests described and depicted in Exhibits K through L, collectively, shall vest in
25 CIP Investments. Any liens, release holds and encumbrances of whatever kind and nature on
26 the Subject Property easements being condemned herein are hereby cancelled, extinguished
27 and terminated. All taxes and tax liens, liens of the County of San Bernardino for general
28 and special taxes, penalties and costs, of any, as to the partial fee being condemned herein,

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

shall be terminated, cancelled and extinguished as of the date that this order is signed.

Dated: 11-17-14


Honorable Bryan F. Foster
Judge of the Superior Court

WOODRUFF SPRADLIN
& SMART
ATTORNEYS AT LAW
COSTA MESA

EXHIBIT A

EXHIBIT 'A'
Legal Description

That certain portion of Block 12, Colton Land and Water Company Subdivision, in the City of Colton, County of San Bernardino, State of California, as shown on the map recorded in Book 1, Page 40 of Maps, in the Office of the County Recorder of said County, being a portion of Parcel B conveyed in the deed to CIP Investments, L.P., recorded March 30, 2006 as Document No. 2006-0216405, Official Records of said County, described as follows:

BEGINNING at the intersection of the northwesterly line of Eighth Street, 80 feet wide, as shown on map filed in Book 28, Page 79 of Records of Survey, in the Office of the County Recorder of said County, with the northerly line of Laurel Street, 66 feet wide, also as shown on said map;

Thence along the northwesterly line of said Eighth Street, North 18°21'19" East 95.89 feet;

Thence leaving said northwesterly line, South 66°16'22" West 12.24 feet;

Thence South 42°18'27" West 14.62 feet;

Thence South 18°20'31" West 75.26 feet;

Thence parallel with the northerly line of said Laurel Street, South 89°42'12" West 159.88 feet;

Thence South 81°24'58" West 19.95 feet;

Thence South 00°10'17" East 1.04 feet to the northerly line of said Laurel Street;

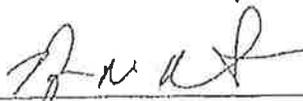
Thence along said northerly line, North 89°42'12" East 194.13 feet to the POINT OF BEGINNING.

The above described parcel contains 2024 square feet (0.046 acres), more or less.

The bearings and distances shown in the above description are on the California Coordinate System of 1983 (2007.00), Zone 5. Divide distances shown in the above description by 0.99994626 to obtain ground distances.

As shown on Exhibit 'B', attached hereto and made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.



Ryan M. Versteeg, P.L.S. 7809

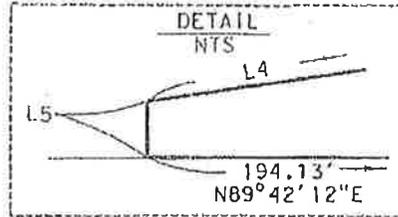
2-2-2012

Date



EXHIBIT B

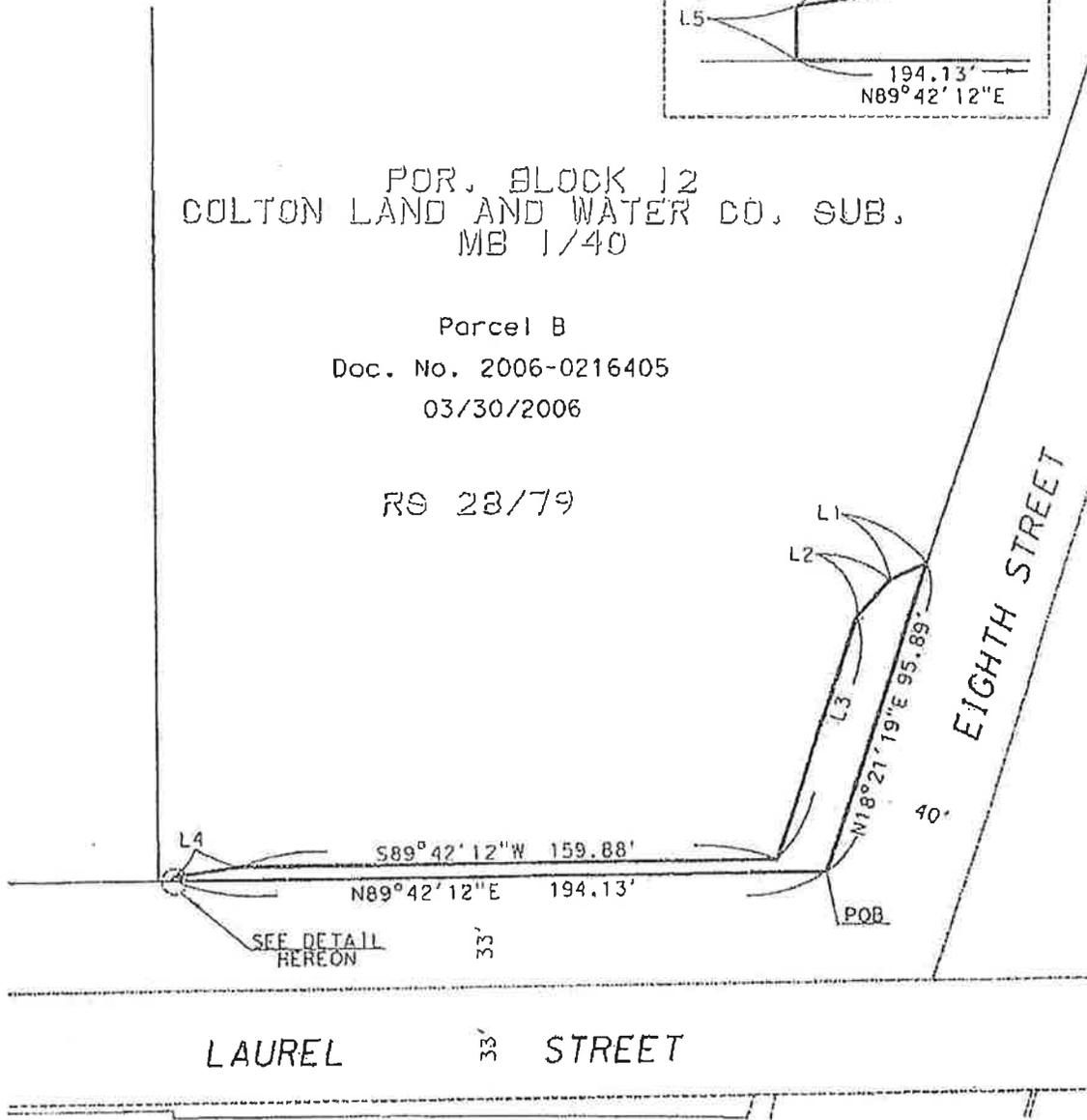
EXHIBIT 'B'



POR. BLOCK 12
COLTON LAND AND WATER CO. SUB.
MB 1/40

Parcel B
Doc. No. 2006-0216405
03/30/2006

RS 28/79



LEGEND

- PROPERTY LINES
 - EASEMENT AREA
 - POB
 - AREA
- POINT OF BEGINNING
2,024±SQUARE FEET

LINE TABLE		
LINE	BEARING	LENGTH
L1	S66°16'22"W	12.24'
L2	S42°18'27"W	14.62'
L3	S18°20'31"W	75.26'
L4	S81°24'58"W	19.95'
L5	S00°10'17"E	1.04'

<p>DAVID EVANS AND ASSOCIATES INC. 4200 Concourse, Suite 200 Ontario California 91764 Phone: 909.481.5750</p>	EXHIBIT 'B'		COUNTY: SAN BERNARDINO	CITY: COLTON	CHECKED BY: RMVE
	ROAD EASEMENT		DATE: 01/03/12		
	JOB NO.: TRAN0000-0004	SHEET: 1	TOTAL: 1	APP#: 0160-241-11	SCALE: 1"=50'

EXHIBIT C

EXHIBIT 'A'
Legal Description

That certain portion of Block 12, Colton Land and Water Company Subdivision, in the City of Colton, County of San Bernardino, State of California, as shown on the map recorded in Book 1, Page 40 of Maps, in the Office of the County Recorder of said County, being a portion of Parcel B conveyed in the deed to CIP Investments, L.P., recorded March 30, 2006 as Document No. 2006-0216405, Official Records of said County, lying southerly and southeasterly of the following described line:

COMMENCING at the southwesterly corner of said Parcel B;

Thence along the westerly of said Parcel B, North 00°23'32" West 16.93 feet to the **TRUE POINT OF BEGINNING**;

Thence leaving said westerly line along a line parallel with the northerly line of Laurel Street, 66 feet wide, as shown on map filed in Book 28, Page 79 of Records of Survey, in the Office of the County Recorder of said County, North 89°42'12" East 177.67 feet;

Thence leaving said parallel line North 53°23'15" East 43.54 feet to the **POINT OF TERMINUS** on the northwesterly line of Eighth Street, 80 feet wide, as shown on map filed in Book 28, Page 79 of Records of Survey, in the Office of the County Recorder of said County.

EXCEPTING THEREFROM that portion described as follows:

BEGINNING at the intersection of the northwesterly line of Eighth Street, 80 feet wide, as shown on map filed in Book 28, Page 79 of Records of Survey, in the Office of the County Recorder of said County, with the northerly line of Laurel Street, 66 feet wide, also as shown on said map;

Thence along the northwesterly line of said Eighth Street, North 18°21'19" East 95.89 feet;

Thence leaving said northwesterly line, South 66°16'22" West 12.24 feet;

Thence South 42°18'27" West 14.62 feet;

Thence South 18°20'31" West 75.26 feet;

Thence parallel with the northerly line of said Laurel Street, South 89°42'12" West 159.88 feet;

Thence South 81°24'58" West 19.95 feet;

Thence South 00°10'17" East 1.04 feet to the northerly line of said Laurel Street;

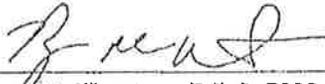
Thence along said northerly line, North 89°42'12" East 194.13 feet to the **POINT OF BEGINNING**.

The above described parcel contains 2520 square feet (0.058 acres), more or less.

The bearings and distances shown in the above description are on the California Coordinate System of 1983 (2007.00), Zone 5. Divide distances shown in the above description by 0.99994626 to obtain ground distances.

As shown on Exhibit 'B', attached hereto and made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.



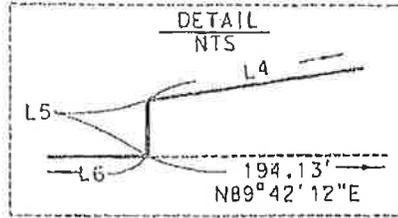
Ryan M. Versteeg, P.L.S. 7809

2-2-2012
Date



EXHIBIT D

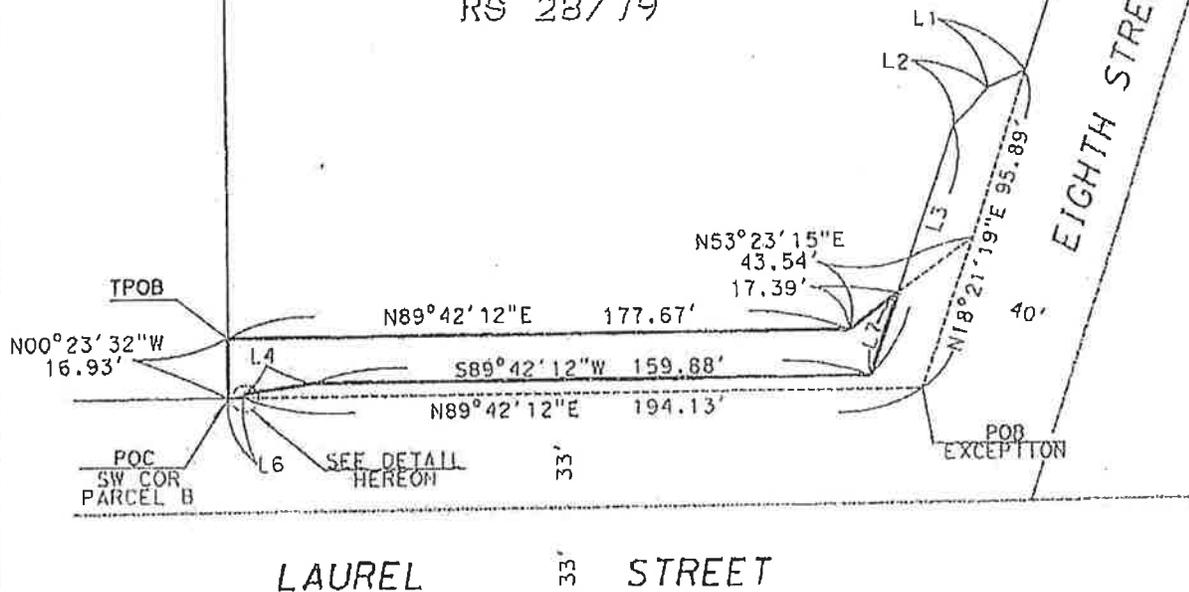
EXHIBIT 'B'



POR, BLOCK 12
COLTON LAND AND WATER CO. SUB.
MB 1/40

Parcel B
Doc. No. 2006-0216405
03/30/2006

RS 23/79



LEGEND

- PROPERTY LINES
- EASEMENT AREA
- POB POINT OF BEGINNING
- TPOB TRUE POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- AREA 2,520±SQUARE FEET

LINE TABLE		
LINE	BEARING	LENGTH
L1	S66°16'22"W	12.24'
L2	S42°18'27"W	14.62'
L3	S18°20'31"W	75.26'
L4	S81°24'58"W	19.95'
L5	S00°10'17"E	1.04'
L6	N89°42'12"E	4.17'
L7	N18°20'31"E	24.61'

<p>DAVID EVANS AND ASSOCIATES INC. 4200 Concourse, Suite 200 Ontario California 91764 Phone: 909.481.6750</p>	EXHIBIT 'B'		COUNTY: SAN BERNARDINO	CITY: COLTON	CHECKED BY: RMVE
	JOB NO. TRAN0000-0004		DRAINAGE EASEMENT		DRAWN BY: KXG
	SHEET: 1	TOTAL: 1	APR: 0160-241-11	DATE: 01/03/12	SCALE: 1"=50'

EXHIBIT E

EXHIBIT 'A'
Legal Description

That certain portion of Block 12, Colton Land and Water Company Subdivision, in the City of Colton, County of San Bernardino, State of California, as shown on the map recorded in Book 1, Page 40 of Maps, in the Office of the County Recorder of said County, being a portion of Parcel B conveyed in the deed to CIP Investments, L.P., recorded March 30, 2006 as Document No. 2006-0216405, Official Records of said County, lying southerly and southeasterly of the following described line:

COMMENCING at the southwesterly corner of said Parcel B;

Thence along the westerly of said Parcel B, North 00°23'32" West 16.93 feet to the **TRUE POINT OF BEGINNING**;

Thence leaving said westerly line along a line parallel with the northerly line of Laurel Street, 66 feet wide, as shown on map filed in Book 28, Page 79 of Records of Survey, in the Office of the County Recorder of said County, North 89°42'12" East 177.67 feet;

Thence leaving said parallel line North 53°23'15" East 43.54 feet to the **POINT OF TERMINUS** on the northwesterly line of Eighth Street, 80 feet wide, as shown on map filed in Book 28, Page 79 of Records of Survey, in the Office of the County Recorder of said County.

EXCEPTING THEREFROM that portion described as follows:

BEGINNING at the intersection of the northwesterly line of Eighth Street, 80 feet wide, as shown on map filed in Book 28, Page 79 of Records of Survey, in the Office of the County Recorder of said County, with the northerly line of Laurel Street, 66 feet wide, also as shown on said map;

Thence along the northwesterly line of said Eighth Street, North 18°21'19" East 95.89 feet;

Thence leaving said northwesterly line, South 66°16'22" West 12.24 feet;

Thence South 42°18'27" West 14.62 feet;

Thence South 18°20'31" West 75.26 feet;

Thence parallel with the northerly line of said Laurel Street, South 89°42'12" West 159.88 feet;

Thence South 81°24'58" West 19.95 feet;

Thence South 00°10'17" East 1.04 feet to the northerly line of said Laurel Street;

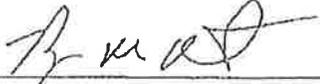
Thence along said northerly line, North 89°42'12" East 194.13 feet to the **POINT OF BEGINNING**.

The above described parcel contains 2520 square feet (0.058 acres), more or less.

The bearings and distances shown in the above description are on the California Coordinate System of 1983 (2007.00), Zone 5. Divide distances shown in the above description by 0.99994626 to obtain ground distances.

As shown on Exhibit 'B', attached hereto and made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

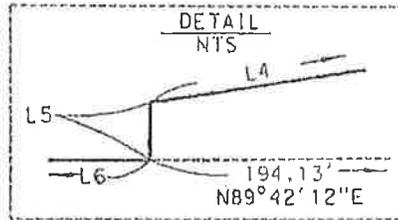


Ryan M. Versteeg, P.L.S. 7809 2-2-2012
Date



EXHIBIT F

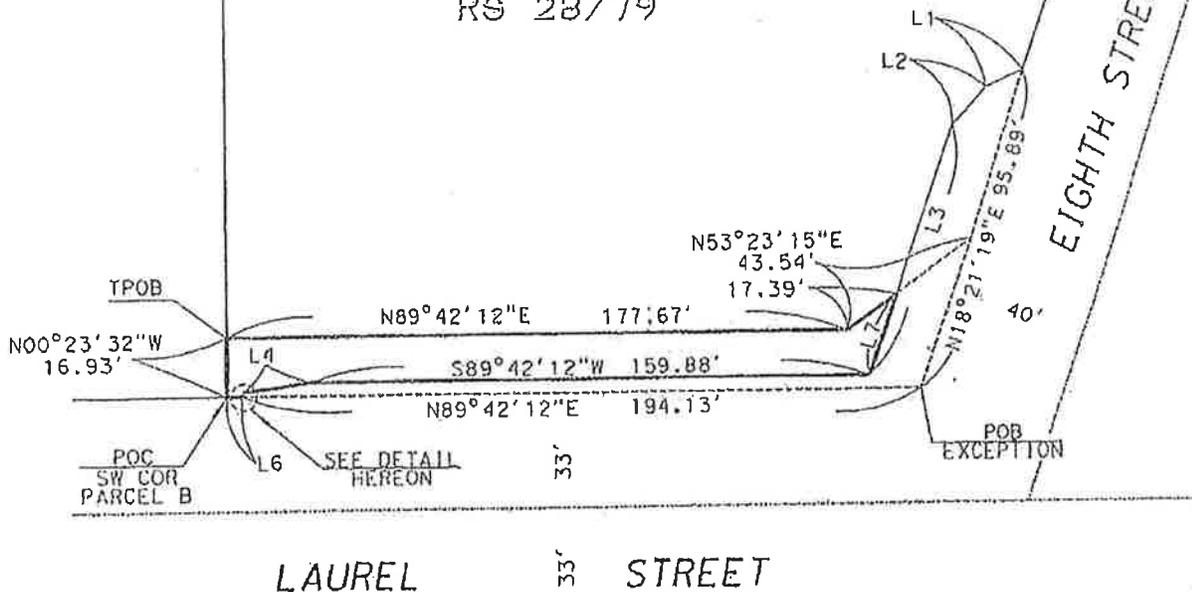
EXHIBIT 'B'



PAR. BLOCK 12
COLTON LAND AND WATER CO. SUB.
MB 1/40

Parcel B
Doc. No. 2006-0216405
03/30/2006

RS 28/79



LEGEND

- PROPERTY LINES
- EASEMENT AREA
- POB POINT OF BEGINNING
- TPOB TRUE POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- AREA 2,520± SQUARE FEET

LINE TABLE		
LINE	BEARING	LENGTH
L1	S66°16'22\"W	12.24'
L2	S42°18'27\"W	14.62'
L3	S18°20'31\"W	75.26'
L4	S81°24'58\"W	19.95'
L5	S00°10'17\"E	1.04'
L6	N89°42'12\"E	4.17'
L7	N18°20'31\"E	24.61'



**DAVID EVANS
AND ASSOCIATES INC.**
4200 Concourse, Suite 200
Ontario California 91764
Phone: 909.481.5750

EXHIBIT 'B'

JOB NO.:
TRAN0000-0004
SHEET: 1 TOTAL: 1

COUNTY: SAN BERNARDINO CITY: COLTON

PUBLIC UTILITIES EASEMENT

APN: 0160-241-11

CHECKED BY: RMVE
DRAWN BY: KXG
DATE: 01/03/12
SCALE: 1\"=50'

EXHIBIT G

**TEMPORARY CONSTRUCTION EASEMENT
ATTACHMENT TO LEGAL DESCRIPTION
APN: 0160-241-11**

The parcel of land in the attached legal description and map is to be used for temporary construction purposes in connection with the construction of the Laurel Street Grade Separation Project. The right of usage acquired for the temporary construction easement parcel described in the attached legal description and depicted in the attached map shall be for a period of eighteen (18) months.

Reasonable pedestrian and vehicular access to the subject property will be maintained during construction.

EXHIBIT 'A'
Legal Description

That certain portion of Block 12, Colton Land and Water Company Subdivision, in the City of Colton, County of San Bernardino, State of California, as shown on the map recorded in Book 1, Page 40 of Maps, in the Office of the County Recorder of said County, being a portion of Parcel B conveyed in the deed to CIP Investments, L.P., recorded March 30, 2006 as Document No. 2006-0216405, Official Records of said County, lying southerly and southeasterly of the following described line:

COMMENCING at the southwesterly corner of said Parcel B;

Thence along the westerly of said Parcel B, North $00^{\circ}23'32''$ West 16.93 feet to the **TRUE POINT OF BEGINNING**;

Thence leaving said westerly line along a line parallel with the northerly line of Laurel Street; 66 feet wide, as shown on map filed in Book 28, Page 79 of Records of Survey, in the Office of the County Recorder of said County, North $89^{\circ}42'12''$ East 94.89 feet;

Thence leaving said parallel line North $54^{\circ}16'37''$ East 176.30 feet to the **POINT OF TERMINUS** on the northwesterly line of Eighth Street, 80 feet wide, as shown on map filed in Book 28, Page 79 of Records of Survey, in the Office of the County Recorder of said County.

EXCEPTING THEREFROM that portion described as follows:

BEGINNING at the intersection of the northwesterly line of Eighth Street, 80 feet wide, as shown on map filed in Book 28, Page 79 of Records of Survey, in the Office of the County Recorder of said County, with the northerly line of Laurel Street, 66 feet wide, also as shown on said map;

Thence along the northwesterly line of said Eighth Street, North $18^{\circ}21'19''$ East 95.89 feet;

Thence leaving said northwesterly line, South $66^{\circ}16'22''$ West 12.24 feet;

Thence South $42^{\circ}18'27''$ West 14.62 feet;

Thence South $18^{\circ}20'31''$ West 75.26 feet;

Thence parallel with the northerly line of said Laurel Street, South $89^{\circ}42'12''$ West 159.88 feet;

Thence South $81^{\circ}24'58''$ West 19.95 feet;

Thence South $00^{\circ}10'17''$ East 1.04 feet to the northerly line of said Laurel Street;

Thence along said northerly line, North $89^{\circ}42'12''$ East 194.13 feet to the **POINT OF BEGINNING**.

The above described parcel contains 6960 square feet (0.160 acres), more or less.

The bearings and distances shown in the above description are on the California Coordinate System of 1983 (2007.00), Zone 5. Divide distances shown in the above description by 0.99994626 to obtain ground distances.

As shown on Exhibit 'B', attached hereto and made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

R. M. V. 2-6-2012
Ryan M. Versteeg, P.L.S. 7809 Date

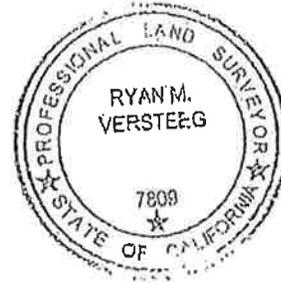
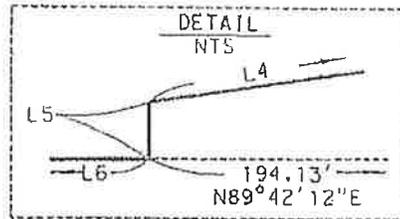


EXHIBIT H

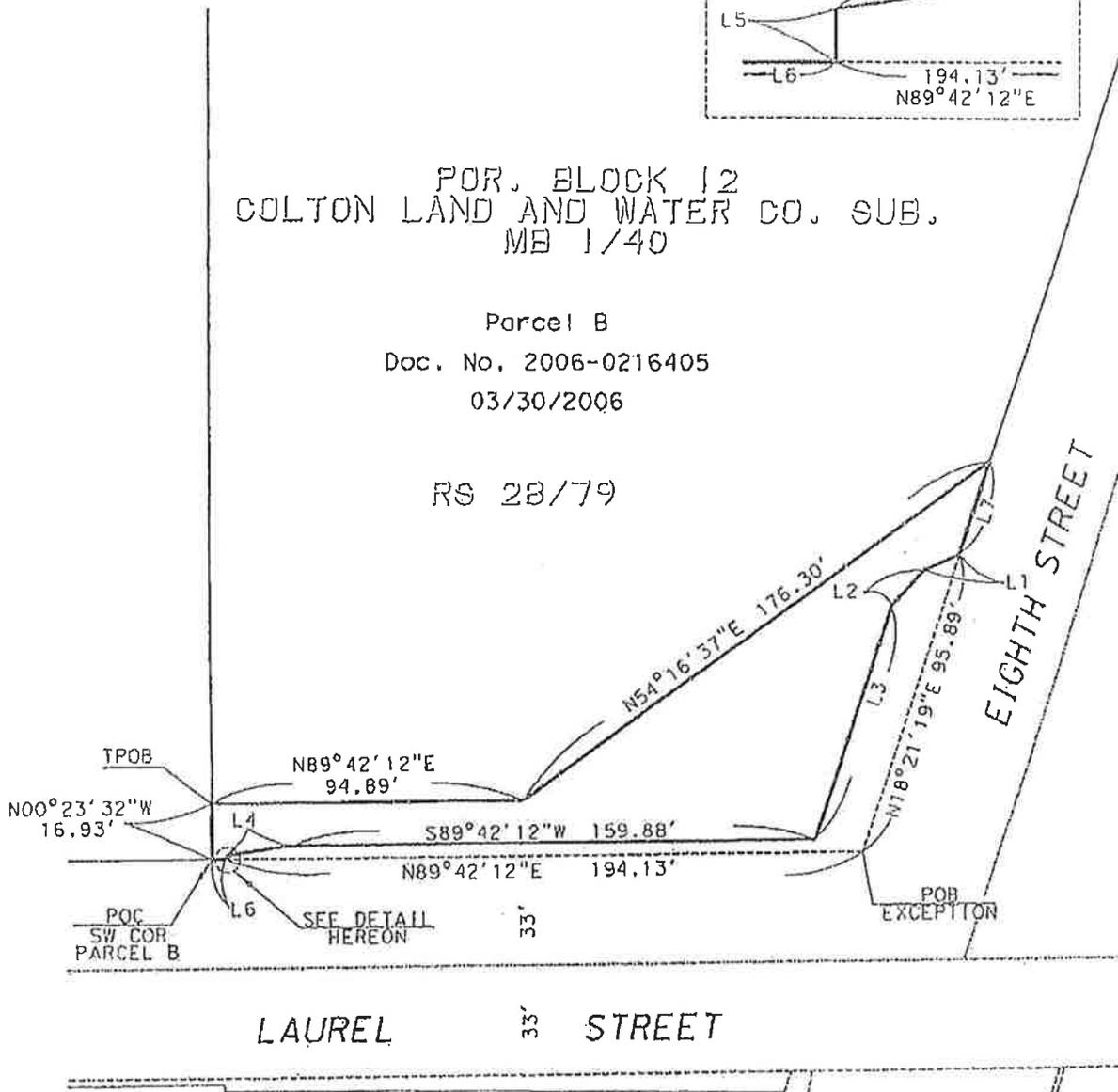
EXHIBIT 'B'



POR. BLOCK 12
COLTON LAND AND WATER CO. SUB.
MB 1/40

Parcel B
Doc. No. 2006-0216405
03/30/2006

RS 28/79



LEGEND

- PROPERTY LINES
- EASEMENT AREA
- AREA: 6,960± SQUARE FEET
- POB POINT OF BEGINNING
- TPOB TRUE POINT OF BEGINNING
- POC POINT OF COMMENCEMENT

LINE TABLE		
LINE	BEARING	LENGTH
L1	S66°16'22"W	12.24'
L2	S42°18'27"W	14.62'
L3	S18°20'31"W	75.26'
L4	S81°24'58"W	19.95'
L5	S00°10'17"E	1.04'
L6	N89°42'12"E	4.17'
L7	S18°21'19"W	29.83'



DAVID EVANS AND ASSOCIATES INC.
4200 Concourse, Suite 200
Ontario California 91764
Phone: 909.481.5750

EXHIBIT 'B'

JOB NO: TRAN0000-0004
SHEET: 1 TOTAL: 1

COUNTY: SAN BERNARDINO CITY: COLTON

TEMPORARY CONSTRUCTION EASEMENT

APN: 0160-241-11

CHECKED BY: RMVE

DRAWN BY: KXG

DATE: 01/03/12

SCALE: 1"=50'

EXHIBIT I

EXHIBIT "A"
Legal Description

That portion of Block 12, Subdivision of Lands of Colton Land and Water Company, in the City of Colton, County of San Bernardino, State of California, as per plat recorded in Book 1 of Maps, Page 40, Records of said County, being a portion of Parcel B as conveyed in the deed to CIP Investments, L.P., a California limited partnership recorded March 30, 2006 as Document No. 2006-0216405 of Official Records of said County, lying southerly and westerly of the following described line:

BEGINNING at a point on the easterly line of said Parcel B, which is also the westerly right of way line of Eighth Street, 80 feet wide, as shown on the map filed in Book 28, Page 79 of Records of Survey, Records of said County, said point lying distant thereon North 18°21'19" East 404.83 feet from the southeasterly corner of said Parcel B;

Thence North 71°38'41" West 55.98 feet;

Thence North 00°18'39" West 46.09 feet;

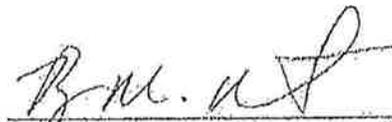
Thence South 89°41'24" West 275.25 feet to a point on the westerly line of said Parcel B, which is also the westerly line of that certain parcel of land conveyed to Ada R. Pettijohn by deed recorded December 29, 1897 in Book 243, Page 388, of Deeds, in the Office of the County Recorder of said County.

The above described parcel contains 119,057 square feet, or 2.733 acres, more or less.

All as shown on Exhibit "B" attached hereto and made a part hereof.

Bearings and distances used in the above description are on the California Coordinate System, Zone 5 (NAD83). Divide grid distances shown by 0.99994626 to obtain ground level distances.

This description was prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.



Ryan M. Versteeg, PLS 7809 3-17-2015 Date
Towill, Inc.

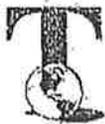
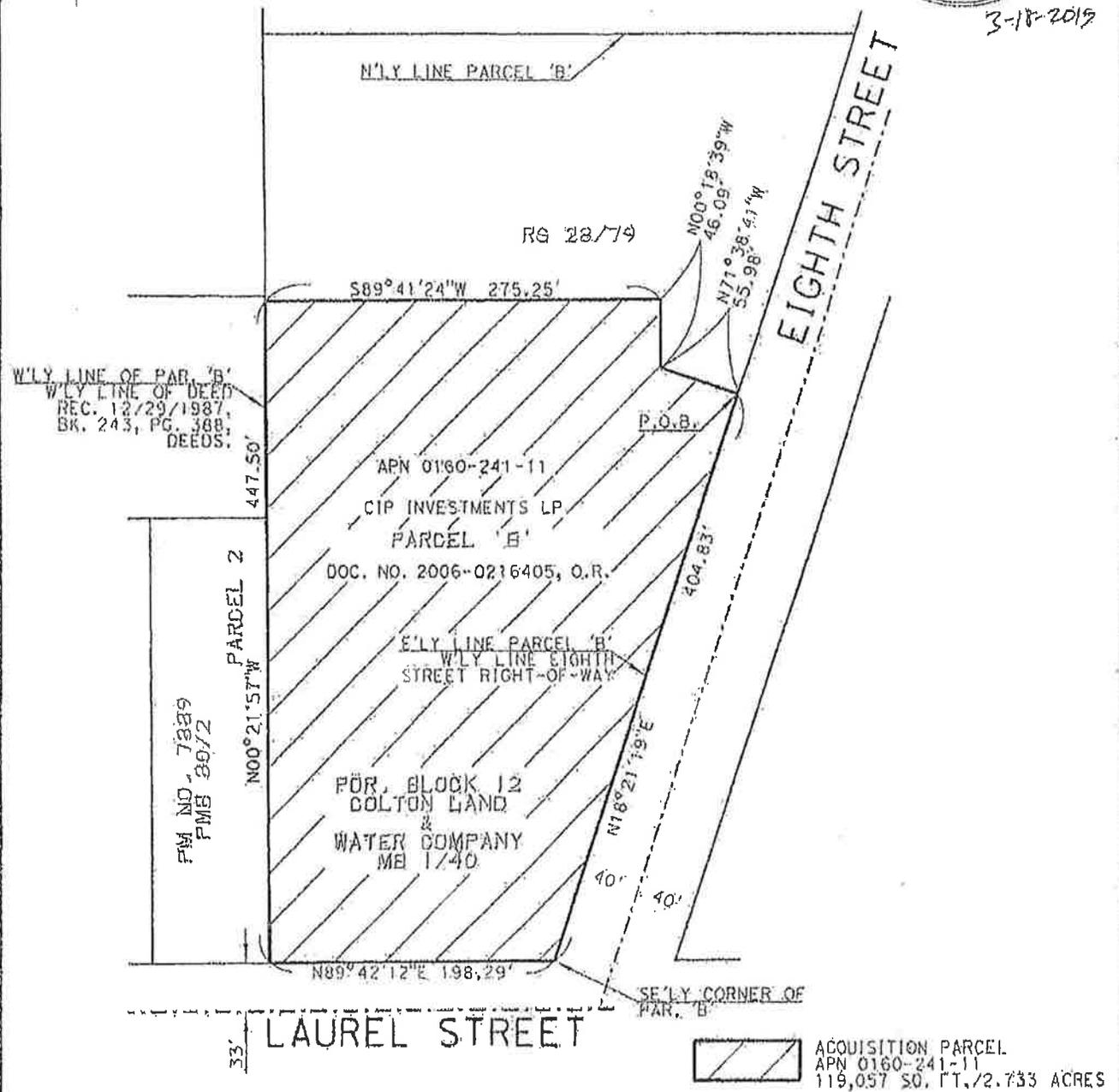
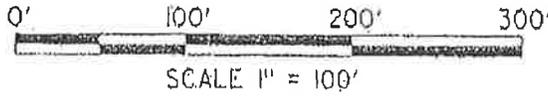


EXHIBIT J

EXHIBIT "B"



3-18-2015



TOWILL | Surveying, Mapping and GIS Services
 10390 Commerce Center Drive, Suite C-190
 Rancho Cucamonga, CA 91730-5858
 909.303.7960 / Fax 909.303.7965

ACQUISITION PARCEL
 PORTION OF
 APN 0160-241-11
 City of Colton
 County of San Bernardino State of California

Date: 3/18/2015
Drawn: RMV
Checked: RMV
J.N.: 14076
Sheet 1 of 1

EXHIBIT K

**UTILITY EASEMENT
ATTACHMENT TO LEGAL DESCRIPTION
APN: 0160-241-11**

This utility easement allows CIP Investments, L.P., and its employees, agents, successors and assigns the right to use the property in the attached legal description and map for the purpose of maintaining and repairing underground utility facilities related to an adjacent cell tower.

There shall not be constructed any improvements within the easement area that would impede the rights as defined herein. The surface of the easement area may be used for landscaping, access or automobile parking purposes by the owner of the property.

EXHIBIT "A"
Legal Description

That portion of Block 12, Subdivision of Lands of Colton Land and Water Company, in the City of Colton, County of San Bernardino, State of California, as per plat recorded in Book 1 of Maps, Page 40, Records of said County, being a portion of Parcel B as conveyed in the deed to CIP Investments, L.P., a California limited partnership recorded March 30, 2006 as Document No. 2006-0216405 of Official Records of said County, described as follows:

A strip of land, 10 feet wide, lying on each side of the following described centerline:

COMMENCING at a point on the centerline of 8th Street, 80 feet wide, as shown on map filed in Book 150, Pages 27 through 29, inclusive, of Records of Survey, said point lying North 18°21'19" East 376.78 feet from the intersection with the centerline of Laurel Avenue, as shown on said map;

Thence North 71°38'40" West 40.00 feet to the **TRUE POINT OF BEGINNING**, being a point on the easterly line of said Parcel B, also being the westerly line of said 8th Street;

Thence North 72°29'26" West 20.27 feet;

Thence North 48°18'56" West 8.52 feet;

Thence North 18°28'44" East 46.30 feet to the **POINT OF TERMINUS** of said strip.

The sidelines of said strip shall be lengthened or shortened to terminate easterly in said easterly line of said Parcel B, and to terminate northerly in a line having a bearing of North 71°38'41" West and passing through a point on said easterly line lying North 18°21'19" East 404.83 feet from the southeasterly corner of said Parcel B.

The above described strip contains 751 square feet, or 0.017 acres, more or less.

All as shown on Exhibit "B" attached hereto and made a part hereof.

Bearings and distances used in the above description are on the California Coordinate System, Zone 5 (NAD83). Divide grid distances shown by 0.99994626 to obtain ground level distances.

This description was prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

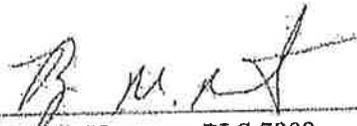
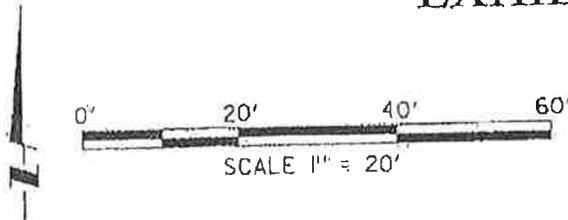

Ryan M. Versteeg, PLS 7809 3-16-2016
Towill, Inc. Date



EXHIBIT L

EXHIBIT "B"



LINE TABLE		
NO.	BEARING	DISTANCE
L1	N48°18'56"W	8.52'

POR. BLOCK 12
SUB. OF LANDS OF COLTON LAND
AND WATER COMPANY
MB 1/40

PARCEL 'B'
DOC. NO. 2006-0216405, O.R.
REC. 3/30/2006

E'LY LINE PAR. 'B'
DOC. NO. 2006-0216405, O.R.

RS 150/27-29

APN 0160-241-11-0000

SE'LY CORNER OF PAR. 'B'
DOC. NO. 2006-0216405, O.R.

UTILITY EASEMENT
PORTION OF APN 0160-241-11
751 SQ. FT./0.017 ACRES



TOWILL Surveying, Mapping
and GIS Services
10390 Commerce Center Drive, Suite C-180
Rancho Cucamonga, CA 91730-5858
909.303.7960 / Fax 909.303.7965

UTILITY EASEMENT
PORTION OF
APN 0160-241-11-0000

City of Colton
County of San Bernardino State of California

Date: 3/16/2016
Drawn: SM
Checked: RMV
J.N.: 14078
Sheet 1 of 1

3:59:19 PM



THE DOCUMENT TO WHICH THIS CERTIFICATION IS ATTACHED, CONSISTING OF 32 PAGE(S), IS A FULL, TRUE AND CORRECT COPY OF THE ORIGINAL ON FILE AND OF RECORD IN MY OFFICE.

ATTEST NANCY CS EBERHARDT

Clerk of the Superior Court of the State of California,
in and for the County of San Bernardino.

JAN 13 2017

Date _____

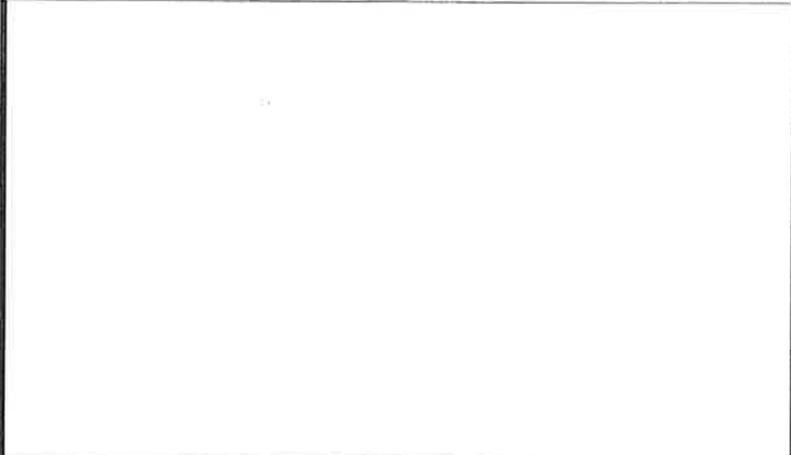
By Terne Johnson Deputy

Terne Johnson

RECORDING REQUESTED BY:
San Bernardino County Transportation Authority
1170 West Third Street, 2nd Floor
San Bernardino, CA 92410-1715

WHEN RECORDED MAIL TO:
City of Colton, Public Works Department
160 S. 10th Street
Colton, CA 92324
Attn.: Victor Ortiz, P.E.

RECORDER:
RECORD WITHOUT FEE SUBJECT TO
GOVT. CODE 6103



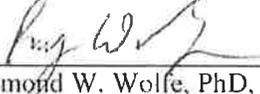
CITY OF COLTON APN: 0160-241-59	QUITCLAIM DEED	DOCUMENT TRANSFER TAX \$0.00
------------------------------------	-----------------------	------------------------------

For a valuable consideration, receipt of which is hereby acknowledged, the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY, as the successor in interest to the SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION pursuant to Senate Bill 1305 (hereinafter "SBCTA"), does hereby REMISE, RELEASE and QUITCLAIM to

CITY OF COLTON, a California municipal corporation,

all of SBCTA's rights, title and interests in the easement for public utility purposes obtained in the Grant of Utility Easement recorded May 12, 2014 as Document No. 2014-0170738 of the Official Records in the County of San Bernardino, a copy of which is attached hereto as Attachment "1" and made a part hereof, lying within that certain real property in the County of San Bernardino, State of California, described in EXHIBITS "A" and "B" to said Grant of Utility Easement.

San Bernardino County Transportation Authority,
successor in interest to the San Bernardino County
Transportation Commission pursuant to Senate Bill 1305

By: 
Raymond W. Wolfe, PhD, Executive Director

Date: 1/31/18

Township _____ Range _____ Section _____
Geo Index: _____ Sect _____ Quad. _____
Road Name: Laurel Street
Project Name: Laurel Street Grade Separation
A.P.N. (s): 0160-241-59

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE

Name	Street Address	City & State
Not Applicable		

NOTARY ACKNOWLEDGEMENT

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.

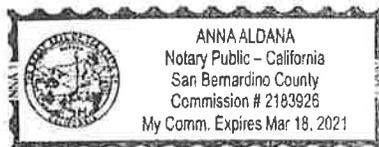
STATE OF California §

COUNTY OF San Bernardino

On January 31, 2018, before me, Anna Aldana, a Notary Public, personally appeared Raymond Walter Wolfe 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 Anna Aldana (Seal)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interests in real property conveyed by the Quitclaim Deed to which this Certificate of Acceptance is attached, dated _____ from Raymond W. Wolfe to the City of Colton, a municipal corporation, is hereby accepted by the order of City Council of the City of Colton on the 3rd day of February, 2015 and the CITY OF COLTON consents to recordation thereof by its duly authorized agent.

THE CITY OF COLTON, a municipal corporation

By: _____
Sabdi Sanchez
Chief Deputy City Clerk

Date: _____

ATTACHMENT “1”



DENNIS DRAEGER
ASSESSOR - RECORDER - CLERK

P Counter

Inez Garcia

RECORDING REQUESTED BY
AND
WHEN RECORDED MAIL TO:

San Bernardino County
Transportation Commission
c/o SANBAG
1170 West Third Street, 2nd floor
San Bernardino, CA 92410-1715
Title NO: 12544327
APN: 0160-241-59

Laurel Street Grade Separation

NO FEE PER GOVERNMENT CODE
SECTION 6103

Doc#: 2014-0170738



Titles: 1 Pages: 5

Fees 0.00
Taxes 0.00
Other 0.00
PAID 50.00

SPACE ABOVE FOR RECORDER'S USE

TRA: 002-133

GRANT OF UTILITY EASEMENT

This Easement is entered into by and between R. J. & R., a Partnership, hereinafter called Grantor, and the San Bernardino County Transportation Commission, hereinafter called Commission.

For a valuable consideration receipt of which is hereby acknowledged, Grantor hereby GRANTS unto Commission, its successors and assigns, an EASEMENT for Public Utility purposes, including access and all rights incidents thereto, in, over, under and across the real property in the City of Colton, County of San Bernardino, State of California described as follows: Exhibit "A", Legal Description, and Exhibit "B", Plat Map, attached hereto and made part hereof.

There shall not be constructed any improvements within the easement area that would impede the rights as defined herein.

Commission is expressly granted the right to convey, transfer or assign the easement rights granted herein.

R. J. & R., a Partnership

Dated: 4/10/14

By: Jack B. Russell
Partner
(Name and Title)

Dated: 4/10/14

By: Michelle L. Felix
Partner
(Name and Title)

All Capacity Acknowledgment

STATE OF California

COUNTY OF San Bernardino

On April 10, 2014, before me, Anna Aldana Public Notary
(Date) (Name and title of officer)

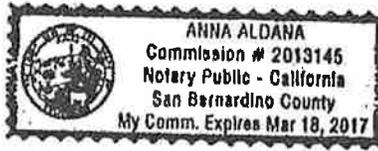
personally appeared Jack Borter Russell and Nicole Russell Felix
(Name of person signing)

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.

Anna Aldana
Signature of officer



(Seal)

EXHIBIT "A"
Legal Description

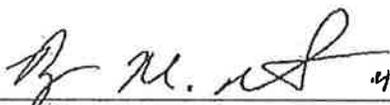
The westerly 5.00 feet of the easterly 13.00 feet of the northerly 30.00 feet of the southerly 45.00 feet of Parcel 2 of Parcel Map No. 3489, in the City of Colton, County of San Bernardino, State of California, as shown on the map filed in Book 31, Page 69 of Parcel Maps, in the Office of the County Recorder of said County.

The above described parcel contains 150 square feet, or 0.003 acres, more or less.

All as shown on Exhibit "B" attached hereto and made a part hereof.

Bearings and distances used in the above description are on the California Coordinate System, Zone 5 (NAD83). Divide grid distances shown by 0.99994626 to obtain ground level distances.

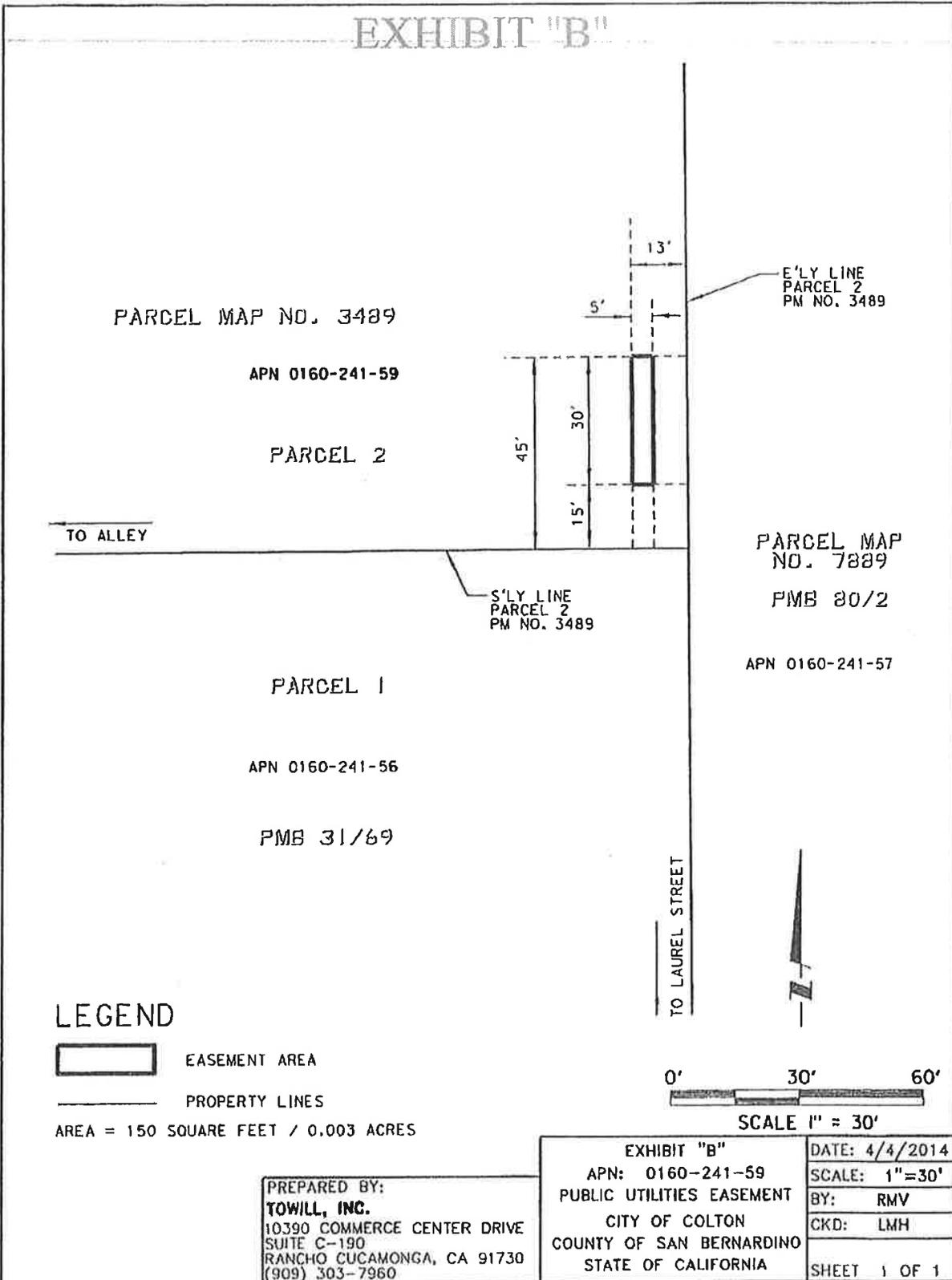
This description was prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.



Ryan M. Versteeg, PLS 7809 4-4-2014 Date
Towill, Inc.



EXHIBIT "B"



PARCEL MAP NO. 3489

APN 0160-241-59

PARCEL 2

TO ALLEY

S'LY LINE
PARCEL 2
PM NO. 3489

PARCEL 1

APN 0160-241-56

PMB 31/69

E'LY LINE
PARCEL 2
PM NO. 3489

PARCEL MAP
NO. 7889

PMB 80/2

APN 0160-241-57

TO LAUREL STREET

LEGEND



EASEMENT AREA



PROPERTY LINES

AREA = 150 SQUARE FEET / 0.003 ACRES



SCALE 1" = 30'

PREPARED BY:
TOWILL, INC.
10390 COMMERCE CENTER DRIVE
SUITE C-190
RANCHO CUCAMONGA, CA 91730
(909) 303-7960

EXHIBIT "B"
APN: 0160-241-59
PUBLIC UTILITIES EASEMENT
CITY OF COLTON
COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA

DATE: 4/4/2014
SCALE: 1"=30'
BY: RMV
CKD: LMH
SHEET 1 OF 1

Certificate of Acceptance

This is to certify that the interest in the GRANT OF UTILITY EASEMENT conveyed by the within instrument to the San Bernardino County Transportation Commission, State of California, is hereby accepted by the undersigned officer/agent on behalf of the Board of Directors.

SAN BERNARDINO COUNTY
TRANSPORTATION COMMISSION

By: Ray Wolfe
Executive Director

Name: Raymond W. Wolfe, PhD

Date: 4/29/14

APPROVED AS TO LEGAL FORM:

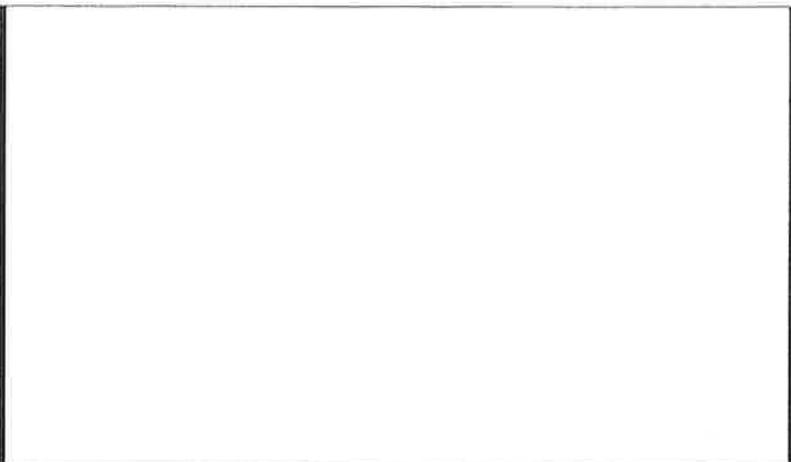
Robert O. Henrich
SANBAG Legal Counsel

Date: 4/24/14

RECORDING REQUESTED BY:
San Bernardino County Transportation Authority
1170 West Third Street, 2nd Floor
San Bernardino, CA 92410-1715

WHEN RECORDED MAIL TO:
City of Colton, Public Works Department
160 S. 10th Street
Colton, CA 92324
Attn.: Victor Ortiz, P.E.

RECORDER:
RECORD WITHOUT FEE SUBJECT TO
GOVT. CODE 6103



CITY OF COLTON APN: 0160-241-56. 0160-241-59	QUITCLAIM DEED	DOCUMENT TRANSFER TAX \$0.00
---	-----------------------	------------------------------

For a valuable consideration, receipt of which is hereby acknowledged, the SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY, as the successor in interest to the SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION pursuant to Senate Bill 1305 (hereinafter "SBCTA"), does hereby REMISE, RELEASE and QUITCLAIM to

CITY OF COLTON, a California municipal corporation,

all of SBCTA's rights, title and interests in the easement for public utility purposes obtained in the Grant of Utility Easement, recorded November 25, 2013 as Document No. 2013-0511739 of the Official Records in the County of San Bernardino, a copy of which is attached hereto as Attachment "1" and made a part hereof, lying within that certain real property in the County of San Bernardino, State of California, described in EXHIBITS "A" and "B" to said Grant of Utility Easement.

San Bernardino County Transportation Authority,
successor in interest to the San Bernardino County
Transportation Commission pursuant to Senate Bill 1305

By: Ray Wolfe
Raymond W. Wolfe, PhD, Executive Director

Date: 1/31/18

	Township _____ Range _____ Section _____ Geo Index: _____ Sect _____ Quad. _____ Road Name: Laurel Street Project Name: Laurel Street Grade Separation A.P.N. (s): 0160-241-56, 0160-241-59
--	---

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE

Not Applicable

Name	Street Address	City & State
------	----------------	--------------

NOTARY ACKNOWLEDGEMENT

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.

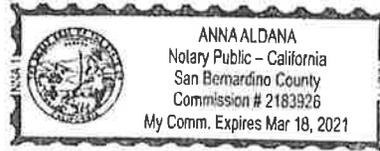
STATE OF California §

COUNTY OF San Bernardino

On January 31, 2018, before me, Anna Aldana, a Notary Public, personally appeared Raymond Walter Wolfe 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 Anna Aldana (Seal)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interests in real property conveyed by the Quitclaim Deed to which this Certificate of Acceptance is attached, dated _____ from Raymond W. Wolfe to the City of Colton, a municipal corporation, is hereby accepted by the order of City Council of the City of Colton on the 3rd day of February, 2015 and the CITY OF COLTON consents to recordation thereof by its duly authorized agent.

THE CITY OF COLTON, a municipal corporation

By: _____
Sabdi Sanchez
Chief Deputy City Clerk

Date: _____

ATTACHMENT “1”



DENNIS DRAEGER
ASSESSOR - RECORDER - CLERK

P Counter

Doc#: 2013-0511739



Title:	1	Pages:	5
Fees			0.00
Taxes			0.00
Other			0.00
PAID			00.00

Brenda Muldrow - OPC

RECORDING REQUESTED BY
AND
WHEN RECORDED MAIL TO:

San Bernardino County
Transportation Commission
c/o SANBAG
1170 West Third Street, 2nd floor
San Bernardino, CA 92410-1715

APN: 0160-241-56, 0160-241-59

Laurel Street Grade Separation

NO FEE PER GOVERNMENT CODE
SECTION 6103

SPACE ABOVE FOR RECORDER'S USE

GRANT OF UTILITY EASEMENT

This Easement is entered into by and between R. J. & R., a Partnership, hereinafter called Grantor, and the San Bernardino County Transportation Commission, hereinafter called Commission.

For a valuable consideration receipt of which is hereby acknowledged, Grantor hereby GRANTS unto Commission, its successors and assigns, an EASEMENT for Public Utility purposes and incidents thereto, in, over, under and across the real property in the City of Colton, County of San Bernardino, State of California described as follows: Exhibit 'A', Legal Description, and Exhibit 'B', Plat Map, attached hereto and made part hereof.

There shall not be constructed any improvements within the easement area that would impede the rights as defined herein. Once the utilities are in place, the surface of the easement area may be used for access or automobile parking purposes.

Commission is expressly granted the right to convey, transfer or assign the easement rights granted herein.

R. J. & R., a Partnership

Dated: 11/4/13

By: Jack B. Russell

JACK B. RUSSELL, PARTNER
(Name and Title)

Dated: 11/4/13

By: Nicole R. Felix
Nicole R. Felix, Partner
(Name and Title)

Att Capacity Acknowledgment

STATE OF California

COUNTY OF San Bernardino

On November 4, 2013 before me, Anna Aldana, Notary Public

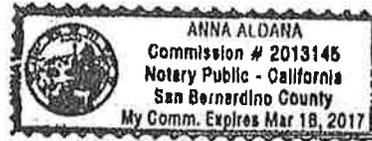
personally appeared Jack Borter Russell and Nicole Russell Felix

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.

Anna Aldana
Signature of officer



(Seal)

EXHIBIT 'A'
Legal Description

Parcel A

The southerly 15.00 feet of Parcel 2 of Parcel Map No. 3489, in the City of Colton, County of San Bernardino, State of California, as shown on the map filed in Book 31, Page 69 of Parcel Maps, in the Office of the County Recorder of said County.

Parcel B

That portion of Parcel 1 of Parcel Map No. 3489, in the City of Colton, County of San Bernardino, State of California, as shown on the map filed in Book 31, Page 69 of Parcel Maps, in the Office of the County Recorder of said County, lying southerly of the following described line:

BEGINNING at a point on the westerly line of said Parcel 1, lying distant thereon North 00°23'33" West 4.83 feet from the southwesterly corner of said Parcel 1;

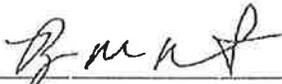
Thence North 89°35'20" East 180.28 feet to a **POINT OF TERMINUS** on the easterly line of said Parcel 1, lying distant thereon North 00°23'55" West 5.19 feet from the southeasterly corner of said Parcel 1.

The above described parcels contain 3606 square feet, more or less.

The bearings and distances shown in the above description are on the California Coordinate System of 1983 (2007.00), Zone 5. Divide distances shown in the above description by 0.99994626 to obtain ground distances.

As shown on Exhibit 'B', attached hereto and made a part hereof.

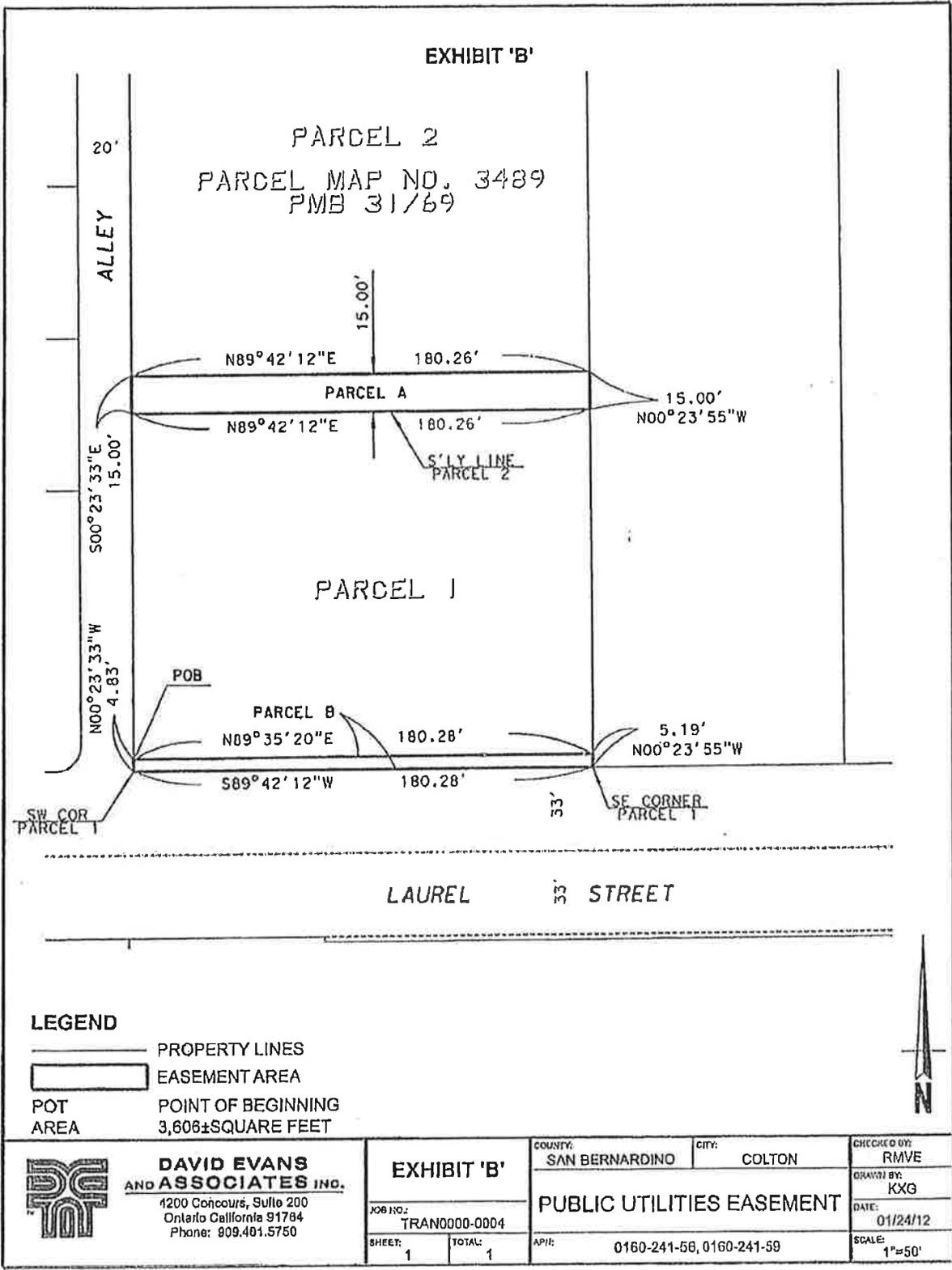
This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.



Ryan M. Versteeg, P.L.S. 7809

1-26-2012
Date

P:\T\TRAN00000004\0600INFO\SV\Office\Legals\0160-241-56-59 PUE.docx

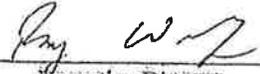


 DAVID EVANS AND ASSOCIATES INC. 4200 Concourse, Suite 200 Ontario California 91764 Phone: 909.401.5750	EXHIBIT 'B'		COUNTY: SAN BERNARDINO	CITY: COLTON	CHECKED BY: RMVE
	JOB NO: TRAN0000-0004		PUBLIC UTILITIES EASEMENT		
	SHEET: 1	TOTAL: 1	API: 0160-241-56, 0160-241-59		DRAWN BY: KXG
					DATE: 01/24/12

Certificate of Acceptance

This is to certify that the interest in the GRANT OF UTILITY EASEMENT conveyed by the within instrument to the San Bernardino County Transportation Commission, State of California, is hereby accepted by the undersigned officer/agent on behalf of the Board of Directors.

SAN BERNARDINO COUNTY
TRANSPORTATION COMMISSION

By: 
Executive Director

Name: Raymond W. Wolfe, PhD

Date: 11/20/13

943322.1

THIS PAGE WAS INTENTIONALLY LEFT BLANK



STAFF REPORT

DATE: JULY 17, 2018
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
 FROM: BILL SMITH, CITY MANAGER
 PREPARED BY: DAVID X. KOLK, Ph.D., UTILITY DIRECTOR
 SUBJECT: OMNITRANS PASSENGER AMENITY PROGRAM AGREEMENT

RECOMMENDED ACTION

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

BACKGROUND

Between 2003 and 2011, Omnitrans executed Bus Shelter Services agreements with twelve (12) of its Joint Powers Authority (JPA) Member Agencies. These Agreements confirmed the twelve (12) Agencies' participation in Omnitrans' Passenger Amenity Program (PAP). The Program was designed to streamline provision of passenger amenities at bus stops in Omnitrans' service area and to clearly define Omnitrans' role as the lead agency for installing and maintaining the amenities. Under the Agreements, the Agencies allow advertising at bus shelters, and Omnitrans collects all advertising revenue to help offset the cost of maintenance at the bus stops.

The JPA members that already have PAP Agreements include the following:

- City of Colton
- City of Fontana
- City of Grand Terrace
- City of Highland
- City of Loma Linda
- City of Montclair
- City of Ontario
- City of Redlands
- City of Rialto
- City of San Bernardino
- County of San Bernardino
- City of Yucaipa

ISSUES/ANALYSIS

The existing Agreements had three-year terms and need to be renewed. Omnitrans staff has reached out to all JPA Member Agencies' staff to renew all existing Agreements, and has confirmed that the Agencies that do not currently participate are not interested in participating. Omnitrans staff has developed the attached agreement template, which is based on the existing Agreements and incorporates new concepts such as premium shelters, real-time arrival electronic signage, digital advertising, and deterring vagrancy and smoking at bus stops.

Some JPA Member Agencies have historically opted out of the PAP and provide their own amenities rather than the standard Omnitrans amenities at bus stops. Some cities that do not participate in the PAP choose to install and maintain their own City-branded amenities, while others require real estate developers to build and maintain their own amenities on private property that match the architecture of the development.

Some cities use a combination of Omnitrans-provided amenities, city-provided amenities, and/or developer-provided amenities. For this reason, Omnitrans' Transit Design Guidelines and the updated draft agreement stipulate that if non-Omnitrans amenities are installed, Omnitrans will not be responsible for maintaining them. This is due to significant maintenance cost associated with replacement of non-standard shelter parts or emptying of non-standard trash cans. In addition, Omnitrans' standard shelters have advertising panels that bring in revenue to Omnitrans to offset maintenance costs.

Because Omnitrans' resources for purchasing new amenities are limited, some cities find funding to purchase standard Omnitrans shelters or require real estate developers to purchase standard Omnitrans shelters. These are then donated to Omnitrans, and Omnitrans is responsible for the maintenance of these bus stops. For example, Omnitrans has recently partnered with several cities to apply for Cap-and-Trade funds to pay for standard Omnitrans shelters, which Omnitrans will own and maintain. This approach is supported under the updated draft PAP Agreement (attached), as it benefits JPA Member Agencies, passengers, and Omnitrans.

FISCAL IMPACTS

There is no fiscal impact associated with this recommendation.

ALTERNATIVES

1. Provide alternative direction to staff.

ATTACHMENTS

1. Exhibit A – Amended and Restated Joint Powers Agreement

Exhibit A

OMNITRANS PASSENGER AMENITY PROGRAM AGREEMENT

**CITY OF COLTON
PASSENGER AMENITY PROGRAM AGREEMENT**

BY AND BETWEEN

OMNITRANS
1700 W. FIFTH ST.
SAN BERNARDINO CA 92411

AND

CITY OF COLTON
650 N. LA CADENA DRIVE
COLTON, CA 92324

1. **Parties and Date.** This Passenger Amenity Program Agreement ("Agreement") is made and entered into this ____ day of July, 2018 by and between Omnitrans, a California Joint Powers Authority ("Omnitrans"), and the City of Colton, a California municipal corporation ("City"). Omnitrans and City are also referred to herein individually as "Party" and collectively as "Parties."

2. **Recitals**

2.1 **Purpose**

2.1.1. Omnitrans is a provider of public mass transportation for the San Bernardino Valley, and has the professional ability to administer programs to install and maintain bus shelters and other passenger Amenities in cities. Omnitrans represents that it is experienced in providing such services to public clients.

2.1.2. The Parties recognize that upgraded, well-maintained bus stops and Amenities benefit City residents, the City's business community, and transit riders region-wide.

2.1.3. The Parties desire that by this Agreement, Omnitrans shall have the right to provide bus stop Amenities within boundaries of City, and in exchange, will receive all revenue, including advertising, from such Amenities.

2.1.4. The Parties agree that if City, property developer, or property owner installs bus stop Amenities separate from the Amenities that Omnitrans installs (of which Omnitrans does not agree to take ownership), Omnitrans does not bear the responsibility to maintain those Amenities and shall have no liability for such Amenities.

- 2.2. **Definition of Amenities.** The definition of "Amenities" as used throughout this Agreement may include, but not be limited to: shelters, benches, lean bars, trash receptacles, customer information signage (physical or electronic signage), advertising panels (static or digital), solar panels, lighting, security systems, and bicycle racks.

2.3. **Program.** City desires to engage Omnitrans to administer a comprehensive Passenger Amenities Program ("Program") at current and future bus stops throughout the City as set forth in this Agreement.

3. **Responsibilities under Agreement**

3.1 **Scope of Services**

3.1.1 **General Scope of Services.** The City grants Omnitrans the right to administer the Program at current and future bus stops throughout the City. Omnitrans may use a contractor(s) to perform the construction and maintenance services ("Contractor") in connection with the Program ("Services") at current and future bus stops within the City.

3.1.2 **Placement of Amenities.** Omnitrans will place Amenities based upon the guidance outlined in Omnitrans' Transit Design Guidelines (2013). City and Omnitrans will coordinate on the placement of Amenities based on such Guidelines, ridership, funding availability and other determined needs.

3.1.3 **Availability of Sidewalk Space.** The availability of flat concrete sidewalk space on which Amenities can be installed (10' by 25' for shelters) is also crucial to installation of shelters. Omnitrans will partner with City to pursue funding whenever possible for installation of concrete improvements or accessibility improvements needed for installing Amenities at bus stops.

3.1.4 **Shelter Design.** Omnitrans shall ensure that bus shelters in the City are constructed in accordance with all applicable Americans with Disabilities Act ("ADA") guidelines, as well as other guidance laid out in Omnitrans' Transit Design Guidelines (2013).

3.1.5 **Shelter Types.** Shelter types include but are not limited to the following (examples are shown in Attachment A):

3.1.5.1 Standard blue or green Omnitrans shelter (13' or 17' length), which typically includes a trash receptacle, bench, advertising panel, map case/customer information, and solar-powered lighting.

3.1.5.2 Premium silver Omnitrans logo shelter (17' length), which typically includes a trash receptacle, bench, advertising panel, map case/customer information, solar-powered lighting, electronic real-time information sign, and bike rack.

3.1.5.3 The specific type of shelter to be used for each location shall be determined by mutual agreement of the parties.

3.1.6 **Maintenance and Cleaning.** Omnitrans shall wash all shelters within the City not less than once per month, clean the 15' radius of the shelters not less than once a week, and clean the benches not less than once per week.

- 3.1.7 Amenities - Waste Receptacles.** Omnitrans will place and maintain trash receptacles at all existing and future amenity locations, empty waste receptacles at least once per week, clean at least once a month, and add trash receptacles as required by law or in Omnitrans' discretion.
- 3.1.8 Relocation or Removal.** The City, in its sole discretion and at its expense may require the relocation or removal of any shelter if the physical surroundings or use of the shelter poses a threat to the public health or safety. In such case, Omnitrans shall be responsible for arranging for such relocation or removal. In all other cases, Omnitrans in its sole discretion and expense may remove and/or relocate any bus shelter for its operational convenience. Any new location shall be agreed upon by the Parties.
- 3.1.9 Advertising/Public Service Announcements.** At a minimum, two (2) advertising panels within the City's boundaries shall be made available for the City's use for public service announcements.
- 3.1.10 Electronic Advertising panels.** Electronic advertising panels may be used in future shelter designs, upon review and approval by City and if in conformance with the City's sign code.
- 3.1.11 Advertising Content.** Per the provisions of Omnitrans' contract with its advertising provider, Omnitrans does not permit, under any circumstances, any advertisement that violates any federal, state, county, or local regulation, law, code, or ordinance; is or can be construed to be false, misleading, deceptive or libelous; contains copyright infringement; contains an endorsement by Omnitrans without prior written authorization; contains sexual or adult-oriented content according to contemporary community standards, obscenity, or nudity; depicts unlawful or detrimental conduct or advertises unlawful goods or services; demeans or disparages an individual or group based on race, color, religion, national origin, ancestry, gender, age, disability, or sexual orientation; contains images or descriptions of or incites violence; contains images of firearms in the foreground or making up 15% or more of the advertisement, profanity, alcohol, tobacco, graffiti, inappropriate graphics, political or religious information. All advertisements that contain content or have a presentation that is objectionable, as so deemed by Omnitrans, will be removed from affected Amenities within 48 hours, regardless of prior approvals, at Omnitrans' or its Contractor's expense (based on the provisions of Omnitrans' contract with its advertising provider).
- 3.1.12 Approval by City.** Omnitrans and the City shall work cooperatively to identify bus shelter locations. Omnitrans shall not be required to apply for a permit from City to install a shelter.
- 3.1.13 Duty to Inform Public.** Omnitrans shall make every practicable effort to inform the community of the mechanisms in place for the

public to report problems concerning the bus shelters and maintenance needs, which at a minimum is to provide contact information affixed to the shelter.

3.1.14 Loitering. City will allow Omnitrans to install No Loitering signs at bus stops, which will assist Omnitrans in addressing vagrancy at the bus stops. City staff will meet with Omnitrans staff to discuss the possibility of the City passing an ordinance against loitering at bus stops that complies with applicable laws and regulations.

3.2 Term. This Agreement shall have no date of termination unless terminated by the Parties, as provided herein.

3.3 Responsibilities

3.3.1 The Services included in this Agreement shall be performed by Omnitrans and/or Contractor(s) or any other subcontractor under the Contractor's direct supervision.

3.3.2 Omnitrans and its Contractors retain 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 Omnitrans or its Contractor(s) shall at all times be under the direction and control of its employer. Omnitrans shall require Contractor to execute contracts for the benefit of the City and Omnitrans, releasing the City and Omnitrans from all costs, expenses and liabilities arising from Contractor's negligent performance of the services.

3.3.3 Conformance to Applicable Requirements. All work performed in connection with this Agreement shall be subject to the City's ordinances.

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

3.3.5 Omnitrans' Representative. Omnitrans hereby designates the Omnitrans Stops and Stations Supervisor, to act as its representative for the performance of this Agreement ("Omnitrans' Representative"). Omnitrans' Representative shall have the authority to represent and act on behalf of Omnitrans for all purposes under this Agreement. Omnitrans' Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures for the satisfactory coordination of all portions of the Program and Services under this Agreement.

3.3.6 Substitution of Key Personnel. Omnitrans or City may substitute other personnel of at least equal competence in the place of the authorized Representative or other key personnel who are responsible

for fulfilling the responsibilities within this Agreement with written notice to the other Party in accordance with this Agreement.

- 3.3.7 Coordination of Services.** Omnitrans agrees to work with City staff in the performance of the Program and Services, and each Party's representative shall be available to the other at reasonable times with reasonable notice.

3.4 Insurance

- 3.4.1 Minimum Requirements.** Omnitrans and/or its Contractor(s) shall 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 Omnitrans, its agents, representatives, employees or Contractor(s) and its subcontractors. Omnitrans shall also require any Contractor(s) to include contract provisions requiring that all subcontractors of the Contractor shall procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the minimum levels of coverage as described below.
- 3.4.2 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 City shall be named as an additional insured for all such coverage, where possible, and be provided with applicable endorsements as more particularly described below.
- 3.4.3 Minimum Limits of Insurance.** Coverage shall be at least: (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, 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: Worker's 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. The City shall be named as an additional insured for all such coverage, where possible, and be provided with applicable endorsements as more particularly described below.
- 3.4.4 Insurance Endorsements.** The insurance policies shall contain the following provisions, or Omnitrans or its Contractor(s) shall provide

endorsements on forms supplied or approved by the City, to add the following provisions to the insurance policies:

- 3.4.5 General Liability.** The general liability policy shall be endorsed to state that: (1) the City, and Omnitrans, and their directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance with respect to the City and Omnitrans, and their directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's or any subsequent Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the Omnitrans or the City, or their directors, officials, officers, employees, agents and volunteers shall be excess of Contractor's or any subsequent Contractor's insurance and shall not be called upon to contribute with it in any way.
- 3.4.6 Automobile Liability.** The automobile liability policy shall be endorsed to state that: (1) Omnitrans, the City, and their directors, officials, officers, employees, agents and volunteers shall be covered as additional insured's with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor; and (2) the insurance coverage shall be primary insurance with respect to Omnitrans or the City, and their directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor scheduled underlying coverage. Any insurance or self-insurance maintained by Omnitrans or the City, and their directors, officials, officers, employees, agents and volunteers shall be excess of the Contractors insurance and shall not be called upon to contribute with it in any way.
- 3.4.7 Worker's Compensation and Employers 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 deficiently performed by Omnitrans or its Contractor(s), or any other Contractor or subcontractor performing work pursuant to this Agreement.
- 3.4.8 All Coverages.** Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Omnitrans and 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 Omnitrans or the City, their directors, officials, officers, employees, agents and volunteers.

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

3.4.10 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to Omnitrans and the City. Omnitrans or its Contractor(s) shall guarantee that the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Omnitrans or the City, and their directors, officials, officers, employees, agents and volunteers.

3.4.11 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less A-VII, licensed to do business in California.

3.4.12 Verification of Coverage. The Contractor shall furnish to Omnitrans original certificates of insurance and endorsements effecting coverage required by this Agreement. 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 satisfactory to Omnitrans. The City reserves the right to require complete copies of all required insurance policies, at any time.

3.5 Compensation. Omnitrans shall receive no monetary compensation or reimbursement from the City for the Program and the Services rendered under this Agreement. Except as provided elsewhere in this Agreement, the Program and Services are to be provided at no cost to the City. Omnitrans and the City acknowledge that all advertising revenue generated by the shelters shall be the sole property of Omnitrans and agree the right to such revenues is sufficient consideration for the performance of Omnitrans' obligations hereunder.

4. General Provisions

4.1 Termination of Agreement.

4.1.1 Grounds for Termination. Either Party may, by written notice to the other, terminate this Agreement in whole or in part, by giving written notice of such termination and specifying the reasons for such termination and the effective date thereof, at least thirty (30) days before the effective date of such termination. The non-terminating Party has the right to request a meeting to discuss such termination before its effective date.

4.2 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:

Omnitrans: Attn: Director of Marketing & Planning
Omnitrans

1700 West Fifth Street
San Bernardino, CA 92411

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

Such notice shall be deemed made when personally delivered or when mailed, twenty-four (24) 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.

- 4.3 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.
- 4.4 Attorneys' Fees.** If either Party commences an action against the other Party, whether legal, administrative or otherwise, arising out of or in connection with this Agreement, neither Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 4.5 Indemnification.** Omnitrans shall defend, indemnify and hold the City, its 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, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any actual or alleged acts, omissions or willful misconduct of Omnitrans, its officials, officers, employees, agents, Contractors and subcontractors arising out of or in connection with the performance of, the Program, Services or this Agreement. City shall defend, indemnify and hold Omnitrans, its 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, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any actual or alleged acts, omissions or willful misconduct of City, its officials, officers, employees, agents, Contractors and subcontractors arising out of or in connection with the performance of, the Program, Services or this Agreement.
- 4.6 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.
- 4.7 Governing Law.** This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County.

- 4.8 Time of Essence.** Time is of the essence for each and every provision of this Agreement.
- 4.9 Successors and Assigns.** This Agreement shall be binding on the successors and assigns of the Parties
- 4.10 Construction, References, and 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 workdays. All references to Omnitrans include all personnel, employees, agents, and Contractors of Omnitrans, except as otherwise specified in this Agreement. All references to City include its 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.
- 4.11 Amendment and Modification.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- 4.12 Waiver.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same of 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, estoppels, or otherwise.
- 4.13 No Third Party Beneficiaries.** There are no intended third party beneficiaries of any right or obligation assumed by the Parties.
- 4.14 Invalidity and 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.
- 4.15 Prohibited Interest.** Omnitrans maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Omnitrans, to solicit or secure this Agreement. Further, Omnitrans 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 Omnitrans, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. 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 of 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 anticipate material benefit arising there from.
- 4.16 Equal Opportunity Employment.** Omnitrans represents that it is an equal opportunity employer and it shall not discriminate against any

contractor, 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 relate to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Omnitrans 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.

- 4.17 Labor Certification.** By its signature hereunder, Omnitrans 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 Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.
- 4.18 Authority to Enter Agreement.** Omnitrans has all requisite power and authority to conduct its business and to execute, deliver, and perform 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.
- 4.19 Counterparts.** This Agreement may be signed in counterparts, each of which shall constitute an original.
- 4.20 Assignment.** Omnitrans shall have the right to assign all or part of this Agreement upon consent of the City, which consent shall not be unreasonably withheld.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE TO PASSENGER AMENITY PROGRAM AGREEMENT

CITY OF COLTON

OMNITRANS

By: _____
Bill Smith
City Manager

By: _____
P. Scott Graham
CEO/General Manager

Dated: _____

Dated: _____

ATTEST

By: _____
Carolina R. Padilla
City Clerk

APPROVED AS TO FORM

APPROVED AS TO FORM

By: _____
City Attorney

By: _____
A. Haviva Shane
Omnitrans Legal Counsel

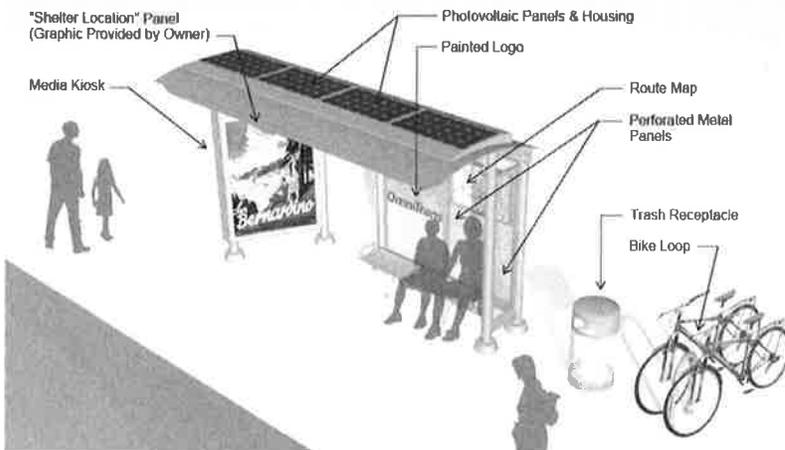
ATTACHMENT A

Examples of shelters and amenities

Basic Shelter



Premium Shelter



Premium Shelter with Digital Ad Panel (Future Option)





STAFF REPORT

DATE: JULY 17, 2018
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
 FROM: BILL SMITH, CITY MANAGER *BS*
 PREPARED BY: DAVID X. KOLK, Ph.D., UTILITIES DIRECTOR *DK for David Kolk*
 SUBJECT: SETTING OF PUBLIC HEARING DATE FOR THE BASIC FEE FOR STORM WATER SERVICES AND STORM WATER MANAGEMENT USER FEE

RECOMMENDED ACTION

It is recommended that the City Council set a Public Hearing for August 7, 2018 to adopt a resolution approving the Basic Fee for Storm Water Services and the Storm Water Management User Fee as provided for in Chapter 14.01 of the Colton Municipal Code.

BACKGROUND

As a result of a state requirement issued by the California Regional Water Quality Control Board, the County of San Bernardino drafted the National Pollutant Discharge Elimination System (NPDES) Implementation Agreement. This Agreement was entered into between all the Co-Permittees (cities) listed in the Permit issued by the state to the County of San Bernardino to oversee the National Pollutant Discharge Elimination System (NPDES). This Agreement was executed in October 1990. Through the San Bernardino County Flood Control District, a five-year NPDES Storm Water Permit was issued with 16 incorporated cities (including Colton) as Co-Permittees.

Implementation of this Permit requires the City to perform regular inspections and water quality monitoring. These services are funded as authorized by Chapter 14.01 of the City's Municipal Code. Each property owner is assessed a Storm Water Management Fee based upon the land use and size of the property. The average residential Storm Water Management Fee for FY 18/19 is \$24.13. In order for the City to charge these fees, the County requires that the fees be submitted to the City Council for approval each year. The City Council must also hold a public hearing each year for all affected property owners.

ISSUES/ANALYSIS

There is no increase in either the "Basic Fee for Storm Water Services" or "Storm Water Management User Fee." The fees collected this year will fund the Storm Water Program for FY 18/19, which includes the City's operational costs for permits, storm drain cleaning and repair, NPDES inspections and litter control. The public hearing has been scheduled for August 7, 2018.

FISCAL IMPACTS

The revenues are estimated to be \$592,647 and will be used to fund the City's NPDES Storm Water Program as mandated by Federal and State regulations. The City's estimated Storm Water Program expenditures per FY 18/19 adopted budget is \$644,488. Without the fees, the City's General Fund would bear the costs needed to finance the Storm Water Program.

ALTERNATIVES

1. Provide alternative direction to staff.

ATTACHMENTS

1. Exhibit A – Public Hearing Notice

Exhibit A

Public Hearing Notice

**CITY OF COLTON
DEPARTMENT OF PUBLIC WORKS
NOTICE SETTING A PUBLIC HEARING TO APPROVE THE FISCAL YEAR
2018/2019 BASIC FEE FOR STORM WATER SERVICES AND STORM WATER
MANAGEMENT USER FEE**

Notice is hereby given that the City of Colton Public Works Department is setting the Public Hearing for:

Conduct a public hearing and adopt a resolution approving the Basic Fee for Storm Water Services and the Storm Water Management User Fee, as provided for in Chapter 14.01 of the Colton Municipal Code.

The Colton City Council will conduct a public hearing on Tuesday, August 7, 2018 in the Council Chambers located at 650 N. La Cadena, Colton, California 92324, at 6:00 p.m., to consider a resolution to approve the fee. If you challenge any action related to this proposal 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 at, or prior to, the public hearing. The cost report documentation supporting the proposed rates is available for public review at the Colton City Clerk's Office.



STAFF REPORT

DATE: JULY 17, 2018
 TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
 FROM: BILL SMITH, CITY MANAGER
 PREPARED BY: DAVID X. KOLK, Ph.D., UTILITY DIRECTOR *DK for DL*
 SUBJECT: E STREET AND H STREET VACATION – COLTON QUIET ZONE

RECOMMENDED ACTION

It is recommended that the City Council of the City of Colton (“City”): (1) adopt Resolution No. R-76-18 to summarily vacate the excess right-of-way described in the proposed Resolution and in this report; and, (2) direct staff to record the Resolution with the San Bernardino County Recorder.

BACKGROUND

The Colton Quiet Zone Project (“Project”) is one of the four improvement projects identified in the Funding Agreement related to the Colton Crossing Railgrade Separation Project (“Funding Agreement”), approved on October 5, 2011, between the City of Colton (City), San Bernardino County Transportation Authority (SBCTA), Burlington Northern Santa Fe Rail Company (BNSF) and Union Pacific Rail Road (UPRR).

The Project includes the closure of existing grade crossings at the BNSF rail line and the installation of cul-de-sacs at E Street and H Street, as well as the installation of quadrant gates and signal system improvements at Valley Boulevard and Olive Street. These improvements also entail the installation of a wrought iron fence, sidewalk and raised median island (Valley Boulevard and Olive Street), as well as pavement striping and markings. It also includes the improvement of existing dead end streets that terminate at the BNSF railroad track such as Hanna Street, B Street, D Street and F Street.

ISSUES/ANALYSIS

On August 20, 2013, The City awarded the construction contract for the Colton Quiet Zone Project. The improvements include installation and replacement of wrought iron fencing, bollards, asphalt berm and decomposed granite. Removal of existing dilapidated bollards and guard rail are also included in the scope of work.

The Notice to Proceed for this Project was issued on April 21, 2014 and the Project was completed on July 31, 2015. The Quiet Zone was implemented on June 1, 2015. The street vacation process was delayed due to the verification of the ownership of these intersections and the impact to the existing and future utilities.

The Project includes the street vacation of existing grade crossings at the BNSF rail line and the installation of cul-de-sacs at E Street and H Street. By vacating this portion of E Street and H Street, the project will increase safety by eliminating vehicular access along the street. As required for a summary vacation, this portion of E Street and H Street comply with the following findings per Streets and Highways Code sec. 8331:

- (a) The subject excess right-of-way to be vacated is not required for present or prospective public use, either for street or highway purposes or for any other public circulation use such as pedestrian, bikeway, or other non-motorized transportation access.
- (b) The subject excess right-of-way has not been used for the purpose for which it was acquired.
- (c) Those properties adjoining the excess right-of-way to be vacated will continue to have access.

The City of Colton will retain underground and overhead easements, and any other existing utility easements. The existing easements in the vacated area and appurtenant rights thereto that will be reserved for the City in accordance with California Streets and Highways Code Section 8340.

FISCAL IMPACTS

There is no fiscal impact associated with this recommendation.

ALTERNATIVES

1. Provide alternative direction to staff.

ATTACHMENTS

1. Exhibit A – E Street Vacation
2. Exhibit B – H Street Vacation
3. Exhibit C – Aerial Map
4. Exhibit D – Resolution No. R-76-18

Exhibit A

E Street Vacation

EXHIBIT "A"

**"E" Street VACATION
LEGAL DESCRIPTION**

That portion of the southerly 17.40 feet of BLOCK 27, situated in the City of Colton, County of San Bernardino, State of California, as shown on PLAT OF SUBDIVISION OF THE LANDS OF THE COLTON LAND AND WATER COMPANY recorded April 30, 1877 in Book 1 of Maps, page 40, records of said county, and that portion of land lying southerly of said BLOCK 27, being a strip of land 62.60 feet wide, shown on said map as 'Street of the Town of Colton', said street being that certain "E" Street as shown on unrecorded plat titled MAP OF THE TOWN OF COLTON prepared by the SOUTHERN PACIFIC RAILROAD COMPANY, the official version thereof recorded October 28, 1889 in Book 9 of Maps, page 37, records of said county, said portions more particularly described as a whole as follows:

A strip of land 100.00 feet wide, as shown on plat titled MAP OF THE LOCATION OF THE CALIFORNIA SOUTHERN RAILROAD recorded in Book 2 of Maps, pages 28 and 28A, records of said county, said railroad land lying 50.00 feet on each side of the following described centerline:

BEGINNING at the northwest corner of LOT 2 of BLOCK 62 as shown on said map of the Town of Colton, said corner being the intersection of the southerly line of said "E" Street and the centerline of said railroad land as described in deed titled FINAL ORDER OF CONDEMNATION to the CALIFORNIA SOUTHERN RAILROAD COMPANY recorded August 9, 1883 in Book 34 of Deeds, page 368, records of said county, said corner also being ENGINEERS' STATION 29+54.00 as shown on said railroad map; thence along said centerline North 09°30'20" East 40.00 feet to a point on the centerline of said "E" Street which bears North 80°29'58" West 167.50 feet along the centerline of said "E" Street from the intersection thereof with the centerline of 6TH Street <75.00 feet wide> as it now exists, said station also bears South 80°29'58" East 390.13 feet along the centerline of said "E" Street from the intersection thereof with the centerline of Pennsylvania Avenue (shown as Fox Street on said railroad map); thence continuing along the centerline of said railroad land North 09°30'20" East 6.00 feet to the beginning of a tangent curve concave easterly, having a radius of 5730.00 feet, said point being ENGINEERS' STATION 30+00.00 as shown on said map; thence continuing northerly along said curve and along

<continued>

AFFECTS APN: 0162-091-01
0162-041-21

DATE=05/17/11 Path_ldg// T: \177822AcottonBNSFQuietZone\SUR\DWG\LEGAL\S_for_STREET_VACATION\E_STREET_VACATION_is2.dwg



Associated Engineers
3311 E. SHELBY ST. ONTARIO, CA 91764
Tel: 909.980.1982 Fax: 909.941.0891

A subsidiary of **PB PARSONS BRINCKERHOFF**

"E" Street VACATION

PREPARED FOR:

City of Colton

EXHIBIT "A"

**"E" Street VACATION
LEGAL DESCRIPTION**

the centerline of said railroad land, through a central angle of 00°09'58" a distance of 16.60 feet to the northerly line of said MAP OF THE TOWN OF COLTON, also being the southerly line of said BLOCK 27, a radial line to said point bears North 80°19'42" West; thence continuing northerly along said curve and along said railroad centerline, described in deed titled FINAL ORDER OF CONDEMNATION to the CALIFORNIA SOUTHERN RAILROAD COMPANY, recorded July 10, 1883 in Book 34 of Deeds, page 122, records of said county, through a central angle of 00°10'26" a distance of 17.40 feet to the POINT OF TERMINUS, said point being a point on the northwesterly prolongation of BLOCK 50, and the southeasterly prolongation of BLOCK 51, said blocks shown on MAP OF COLTON ADDITION recorded in Book 6 of Maps, Page 10 records of said county.

The sidelines of said 100.00 foot wide strip of land to originate in a line parallel with and distant 40.00 feet southerly of the centerline of said "E" Street, and to terminate in a line parallel with and distant 40.00 feet northerly of the centerline of said "E" Street.

Contains 8,000 square feet more or less

The bearings shown herein are based on the California Coordinate System of 1983, Zone 5. The distances shown herein are ground distances.

This description was prepared by me or under my direction in conformance with the requirements of the Professional Land Surveyors' Act.

Larry D. Gill
LARRY D. GILL, P.L.S. 7814



MAY 17, 2011
DATE

AFFECTS APN: 0162-091-01
0162-041-21



Associated Engineers

3311 E. SHELBY ST. ONTARIO, CA 91764
Tel. 909.980.1982 Fax: 909.941.0891

A subsidiary of **PB PARSONS BRINCKERHOFF**

"E" Street VACATION

PREPARED FOR:

City of Colton

DATE=05/17/11 Path_log// I:\177822A\Colton\BNSF\QuietZone\SUR\DWG\LEGALS_for_STREET_VACATION\E_STREET_VACATION_s1s2.dwg

EXHIBIT "A"

B.N.S.F. RAILROAD
 (A.T. & S.F.)
 (CSRR)

CENTERLINE C.S.R.R. 100' WIDE R/W
 PER M.B. 2/28 & 28A



BLOCK 26
 M.B. 1/40

BLOCK 27
 M.B. 1/40

NORTHERLY LINE OF
 M.B. 9/37 AND
 SOUTHERLY LINE OF
 M.B. 1/40

**AREA
 VACATED**

C/L "E" STREET

80'

62.6'

17.4'

"E" STREET

80'

BLOCK 61

M.B. 9/37

4TH STREET

PENNSYLVANIA AVE.

(FOX ST.)

BLOCK 62

100'

(PEACOCK ST.) CSRR DEPOT GROUNDS

6TH STREET - AS IT NOW EXISTS

"H" STREET

BLOCK 63

M.B. 9/37

"F" STREET

"G" STREET

7TH STREET

BLOCK 64

LA CADENA DR.



INDICATES PORTION OF STREET VACATED

C.S.R.R. INDICATES CALIFORNIA SOUTHERN RAILROAD COMPANY

0162-091-01

0162-041-21

AFFECTS APN: _____

VICINITY MAP

"E" Street VACATION

PREPARED FOR:

City of Colton

DATE=05/17/11 Path_dwg// T:\177822\Colton\BNSF\OutZone\SUR\DWG\LEGALS_for_STREET_VACATION\E_STREET_VACATION_s3.dwg



Associated Engineers

3311 E. SHELBY ST. ONTARIO, CA 91764
 Tel: 909.980.1982 Fax: 909.941.0891

A subsidiary of **PB PARSONS BRINCKERHOFF**

Exhibit B

H Street Vacation

EXHIBIT "A"

"H" Street VACATION

LEGAL DESCRIPTION

That portion of land, situated in the City of Colton, County of San Bernardino, State of California, as shown on unrecorded plat titled MAP OF THE TOWN OF COLTON prepared by the SOUTHERN PACIFIC RAILROAD COMPANY, the official version thereof recorded October 28, 1889 in Book 9 of Maps, page 37, records of said county, said portion more particularly described as follows:

A strip of land 100.00 feet wide, as shown on plat titled MAP OF THE LOCATION OF THE CALIFORNIA SOUTHERN RAILROAD recorded in Book 2 of Maps, pages 28 and 28A, records of said county, said railroad land lying 50.00 feet on each side of the following described centerline:

BEGINNING at the northwest corner of LOT 2 of BLOCK 111 as shown on said map of the Town of Colton, said corner being the intersection of the southerly line of "H" Street as shown of said Map of the Town of Colton and the centerline of said railroad land as described in deed titled FINAL ORDER OF CONDEMNATION to the CALIFORNIA SOUTHERN RAILROAD COMPANY recorded August 9, 1883 in Book 34 of Deeds, page 368, records of said county; thence North 09°30'20" East along said centerline 40.00 feet to a point on the centerline of said "H" Street; thence continuing along the centerline of said railroad land North 09°30'20" East 40.00 to the southwest corner of LOT 31 of BLOCK 92 as shown on said Map of the Town of Colton, said corner being the POINT OF TERMINUS.

The sidelines of said 100.00 foot wide strip of land to originate in the south line of said "H" Street and to terminate in the north line

<continued>

AFFECTS APN: 0162-141-24
0162-091-01

DATE=05/17/11 Path_idg// T:\177822A\Colton\BNSQuietZone\SUR\DWG\LEGALS_for_STREET_VACATION\E_STREET_VACATION_s1s2.dwg



Associated Engineers

3311 E. SHELBY ST. ONTARIO, CA 91764
Tel: 909.980.1982 Fax: 909.941.0891

A subsidiary of **PB PARSONS BRINCKERHOFF**

"H" Street VACATION

PREPARED FOR:

City of Colton

EXHIBIT "A"

"H" Street VACATION

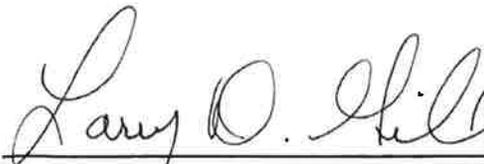
LEGAL DESCRIPTION

of said "H" Street, said lines bear North 80°29'43" West.

Contains 8,000 square feet more or less

The bearings shown herein are based on the California Coordinate System of 1983, Zone 5. The distances shown herein are ground distances.

This description was prepared by me or under my direction in conformance with the requirements of the Professional Land Surveyors' Act.



LARRY D. GILL, P.L.S. 7814

MAY 17, 2011
DATE



AFFECTS APN: 0162-141-24
0162-091-01

DATE=05/17/11 Path_dwg// T:\177822AColtonBNSFO\12Zone\SUP\DWG\LEGAL\S_for_STREET_VACATION\E_STREET_VACATION_s1s2.dwg



Associated Engineers

3311 E. SHELBY ST. ONTARIO, CA 91764
Tel. 909.980.1982 Fax: 909.941.0891

A subsidiary of **PB PARSONS BRINCKERHOFF**

"H" Street VACATION

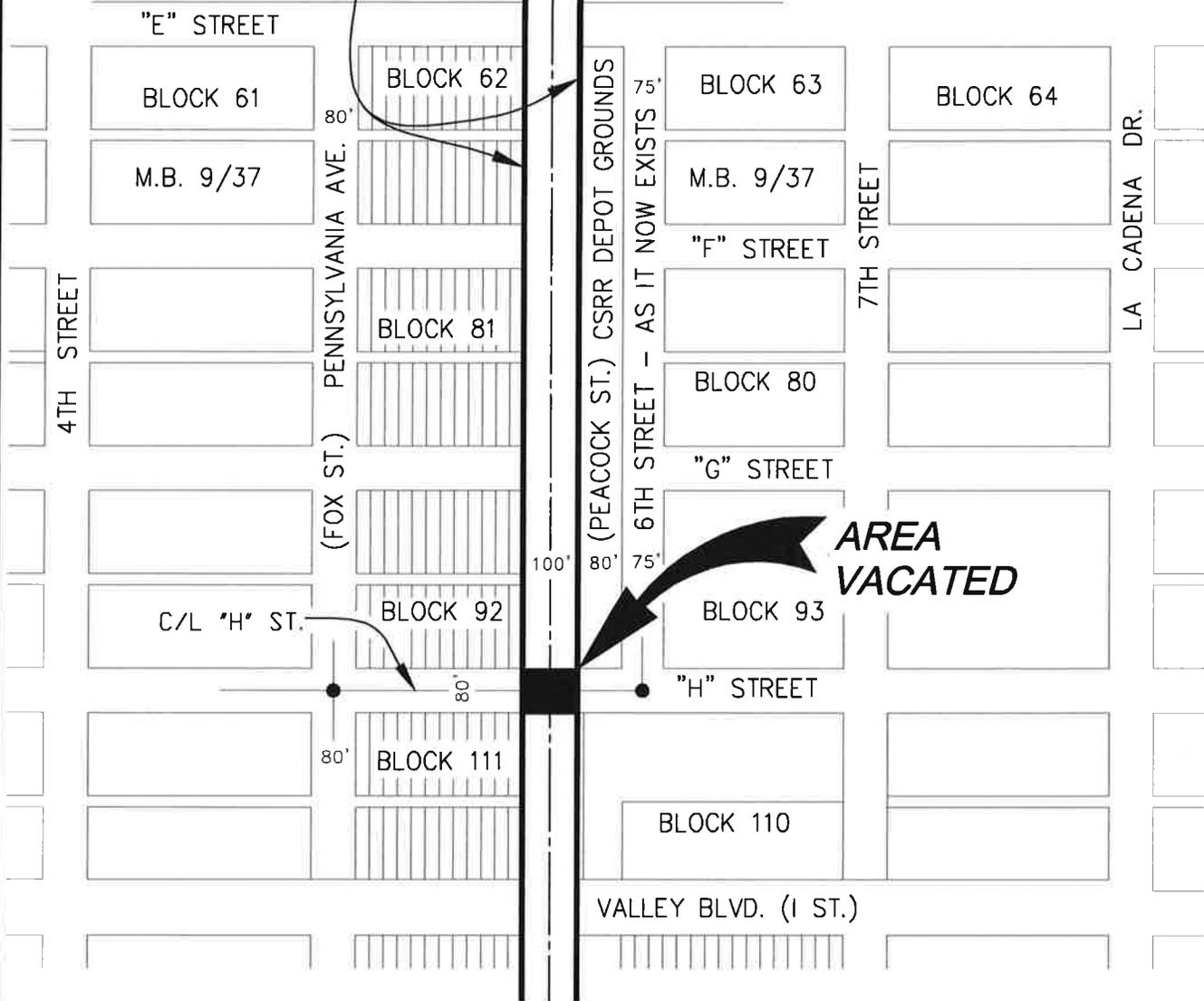
PREPARED FOR:

City of Colton

EXHIBIT "A"

B.N.S.F. RAILROAD
 (A.T. & S.F.)
 (CSRR)

CENTERLINE C.S.R.R. 100' WIDE R/W
 PER M.B. 2/28 & 28A



INDICATES PORTION OF STREET VACATED

C.S.R.R. INDICATES CALIFORNIA SOUTHERN RAILROAD COMPANY

0162-141-24
 0162-091-01

AFFECTS APN: _____

VICINITY MAP

DATE=05/17/11 Path_.ldg// T:\177822AColtonBNSFQuietZone\SUR\DWG\LEGALS_for_STREET_VACATION\H_STREET_VACATION_s3.dwg



Associated Engineers

3311 E. SHELBY ST. ONTARIO, CA 91764
 Tel: 909.980.1982 Fax: 909.941.0891

A subsidiary of **PARSONS BRINCKERHOFF**

"H" Street VACATION

PREPARED FOR:

City of Colton

Exhibit C

Aerial Map

STREET VACATION E STREET AND H STREET



- Legend**
- City Boundary
 - Parcels

Notes:



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

Exhibit D

Resolution

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

RESOLUTION NO. R-76-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLTON, CALIFORNIA TO SUMMARILY VACATE A PORTION OF EXCESS RIGHT-OF-WAY ALONG E STREET AND H STREET LOCATED ON THE BURLINGTON NORTHERN SANTA FE RAILWAY COMPANY ("BNSF"), PURSUANT TO CALIFORNIA STREETS AND HIGHWAYS CODE SECTION 8330, ET SEQ.

WHEREAS, the California Streets and Highways Code provides that an excess right-of-way of a street or highway may be summarily vacated if certain conditions are met; and

WHEREAS, the City of Colton ("City") holds a right-of-way for street and public utility purposes over, under and upon that Portion of E Street and H Street located on the Burlington Northern Santa Fe Railway Company ("BNSF") (hereinafter references as "Portion of E Street and H Street"); and

WHEREAS, there are existing public utilities and easements for public utilities in the Vacated Area and appurtenant rights thereto that will be reserved for the City in accordance with California Streets and Highways Code Section 8340; and

WHEREAS, the excess right-of-way described herein is not required for street or highway purposes; and

WHEREAS, this summary vacation is made pursuant to the California Streets and Highways Code, Division 9, Part 3 (sections 8300 et seq.), Chapter 4 – Summary Vacation.

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

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

SECTION 1. Incorporation of Recitals. The City Council hereby finds and determines that the recitals of this Resolution are true and correct and are hereby incorporated into this Resolution.

SECTION 2. Findings. The City Council further finds that:

(a) The subject excess right-of-way to be vacated is not required for present or prospective public use, either for street or highway purposes or for any other public circulation use such as pedestrian, bikeway, or other non-motorized transportation access.

(b) The subject excess right-of-way has not been used for the purpose for which it was acquired.

(c) Those properties adjoining the excess right-of-way to be vacated will continue to have access.

(d) The legal description and plat map are technically correct and in compliance with the aforementioned sections of the California Streets and Highways Code and other applicable State and local laws.

1 SECTION 3. Order of Vacation. The City Council, under the authority vested in it by the
2 California Streets and Highways Code, hereby orders the vacation of the excess right-of-way described
3 herein as that portion of excess right-of-way located along the Burlington Northern Santa Fe Railway at E
4 Street and H Street, referenced herein as the Portion of E Street and H Street, which location is more
5 particularly described in Exhibit "A," and which is attached hereto and incorporated herein by this
6 reference.

7 SECTION 4. Certification, Recordation and Retention. The City Clerk shall cause a certified
8 copy of this Resolution, attested by the City Clerk under seal, to be recorded without acknowledgment,
9 certificate of acknowledgment, or further proof, in the office of the San Bernardino County Recorder.
10 Pursuant to California Streets and Highways Code section 8336, no fee shall be charged for such
11 recordation. The City Clerk shall permanently maintain a true and correct copy of this Resolution.

12 SECTION 5. Completion of Vacation. Upon the date this Resolution is recorded, the vacation
13 shall be complete and the excess right-of-way described herein will no longer constitute a right-of-way.

14 SECTION 6. Effective Date. This Resolution shall become effective upon its adoption.

15 SECTION 7. California Environmental Quality Act. The City Council hereby finds that this
16 action is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections
17 15060(c)(2) [the activity will not result in a direct or reasonably foreseeable indirect physical change in the
18 environment] and 15060(c)(3) [the activity is not a project as defined in Section 15378] of the CEQA
19 Guidelines, California Code of Regulations, Title 14, Chapter 3, because this action has no potential for
20 resulting in physical change to the environment, directly or indirectly. Therefore, no further
21 environmental assessment is required.

22 **PASSED, APPROVED AND ADOPTED THIS 17th DAY OF JULY, 2018.**

23 _____
24 RICHARD A. DELAROSA
25 Mayor

26 ATTEST:

27 _____
28 CAROLINA R. PADILLA
City Clerk

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A
Portion of E Street and H Street to be vacated
(Attached behind this page)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT "A"
"E" Street VACATION
LEGAL DESCRIPTION

That portion of the southerly 17.40 feet of BLOCK 27, situated in the City of Colton, County of San Bernardino, State of California, as shown on PLAT OF SUBDIVISION OF THE LANDS OF THE COLTON LAND AND WATER COMPANY recorded April 30, 1877 in Book 1 of Maps, page 40, records of said county, and that portion of land lying southerly of said BLOCK 27, being a strip of land 62.60 feet wide, shown on said map as 'Street of the Town of Colton', said street being that certain "E" Street as shown on unrecorded plat titled MAP OF THE TOWN OF COLTON prepared by the SOUTHERN PACIFIC RAILROAD COMPANY, the official version thereof recorded October 28, 1889 in Book 9 of Maps, page 37, records of said county, said portions more particularly described as a whole as follows:

A strip of land 100.00 feet wide, as shown on plat titled MAP OF THE LOCATION OF THE CALIFORNIA SOUTHERN RAILROAD recorded in Book 2 of Maps, pages 28 and 28A, records of said county, said railroad land lying 50.00 feet on each side of the following described centerline:

BEGINNING at the northwest corner of LOT 2 of BLOCK 62 as shown on said map of the Town of Colton, said corner being the intersection of the southerly line of said "E" Street and the centerline of said railroad land as described in deed titled FINAL ORDER OF CONDEMNATION to the CALIFORNIA SOUTHERN RAILROAD COMPANY recorded August 9, 1883 in Book 34 of Deeds, page 368, records of said county, said corner also being ENGINEERS' STATION 29+54.00 as shown on said railroad map; thence along said centerline North 09°30'20" East 40.00 feet to a point on the centerline of said "E" Street which bears North 80°29'58" West 167.50 feet along the centerline of said "E" Street from the intersection thereof with the centerline of 6TH Street <75.00 feet wide> as it now exists, said station also bears South 80°29'58" East 390.13 feet along the centerline of said "E" Street from the intersection thereof with the centerline of Pennsylvania Avenue (shown as Fox Street on said railroad map); thence continuing along the centerline of said railroad land North 09°30'20" East 6.00 feet to the beginning of a tangent curve concave easterly, having a radius of 5730.00 feet, said point being ENGINEERS' STATION 30+00.00 as shown on said map; thence continuing northerly along said curve and along

<continued>

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

"E" Street VACATION
LEGAL DESCRIPTION

the centerline of said railroad land, through a central angle of 00°09'58" a distance of 16.60 feet to the northerly line of said MAP OF THE TOWN OF COLTON, also being the southerly line of said BLOCK 27, a radial line to said point bears North 80°19'42" West; thence continuing northerly along said curve and along said railroad centerline, described in deed titled FINAL ORDER OF CONDEMNATION to the CALIFORNIA SOUTHERN RAILROAD COMPANY, recorded July 10, 1883 in Book 34 of Deeds, page 122, records of said county, through a central angle of 00°10'26" a distance of 17.40 feet to the POINT OF TERMINUS, said point being a point on the northwesterly prolongation of BLOCK 50, and the southeasterly prolongation of BLOCK 51, said blocks shown on MAP OF COLTON ADDITION recorded in Book 6 of Maps, Page 10 records of said county.

The sidelines of said 100.00 foot wide strip of land to originate in a line parallel with and distant 40.00 feet southerly of the centerline of said "E" Street, and to terminate in a line parallel with and distant 40.00 feet northerly of the centerline of said "E" Street.

Contains 8,000 square feet more or less

The bearings shown herein are based on the California Coordinate System of 1983, Zone 5. The distances shown herein are ground distances.

This description was prepared by me or under my direction in conformance with the requirements of the Professional Land Surveyors' Act.

Larry D. Gill
LARRY D. GILL, P.L.S. 7814



MAY 17, 2011
DATE

0162-091-01
0162-041-21
AFFECTS APN: _____

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT "A"

"H" Street VACATION

LEGAL DESCRIPTION

That portion of land, situated in the City of Colton, County of San Bernardino, State of California, as shown on unrecorded plat titled MAP OF THE TOWN OF COLTON prepared by the SOUTHERN PACIFIC RAILROAD COMPANY, the official version thereof recorded October 28, 1889 in Book 9 of Maps, page 37, records of said county, said portion more particularly described as follows:

A strip of land 100.00 feet wide, as shown on plat titled MAP OF THE LOCATION OF THE CALIFORNIA SOUTHERN RAILROAD recorded in Book 2 of Maps, pages 28 and 28A, records of said county, said railroad land lying 50.00 feet on each side of the following described centerline:

BEGINNING at the northwest corner of LOT 2 of BLOCK 111 as shown on said map of the Town of Colton, said corner being the intersection of the southerly line of "H" Street as shown of said Map of the Town of Colton and the centerline of said railroad land as described in deed titled FINAL ORDER OF CONDEMNATION to the CALIFORNIA SOUTHERN RAILROAD COMPANY recorded August 9, 1883 in Book 34 of Deeds, page 368, records of said county; thence North 09°30'20" East along said centerline 40.00 feet to a point on the centerline of said "H" Street; thence continuing along the centerline of said railroad land North 09°30'20" East 40.00 to the southwest corner of LOT 31 of BLOCK 92 as shown on said Map of the Town of Colton, said corner being the POINT OF TERMINUS.

The sidelines of said 100.00 foot wide strip of land to originate in the south line of said "H" Street and to terminate in the north line

<continued>

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

"H" Street VACATION

LEGAL DESCRIPTION

of said "H" Street, said lines bear North 80°29'43" West.

Contains 8,000 square feet more or less

The bearings shown herein are based on the California Coordinate System of 1983, Zone 5. The distances shown herein are ground distances.

This description was prepared by me or under my direction in conformance with the requirements of the Professional Land Surveyors' Act.

Larry D. Gill

LARRY D. GILL, P.L.S. 7814

MAY 17, 2011
DATE



AFFECTS APN: 0162-141-24
0162-091-01

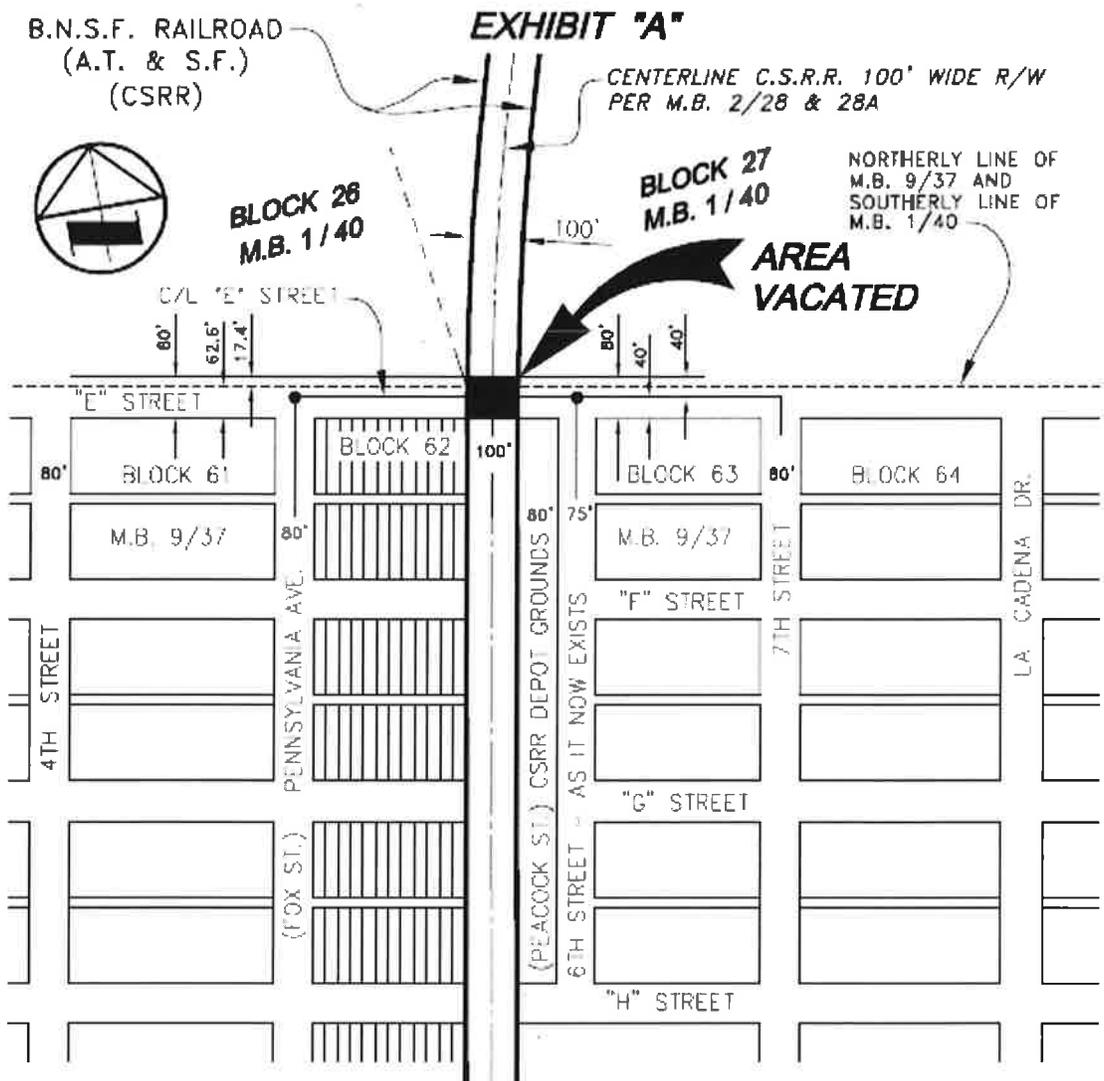
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT B

Plat Map - Portion of E Street and H Street to be vacated

(Attached behind this page)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



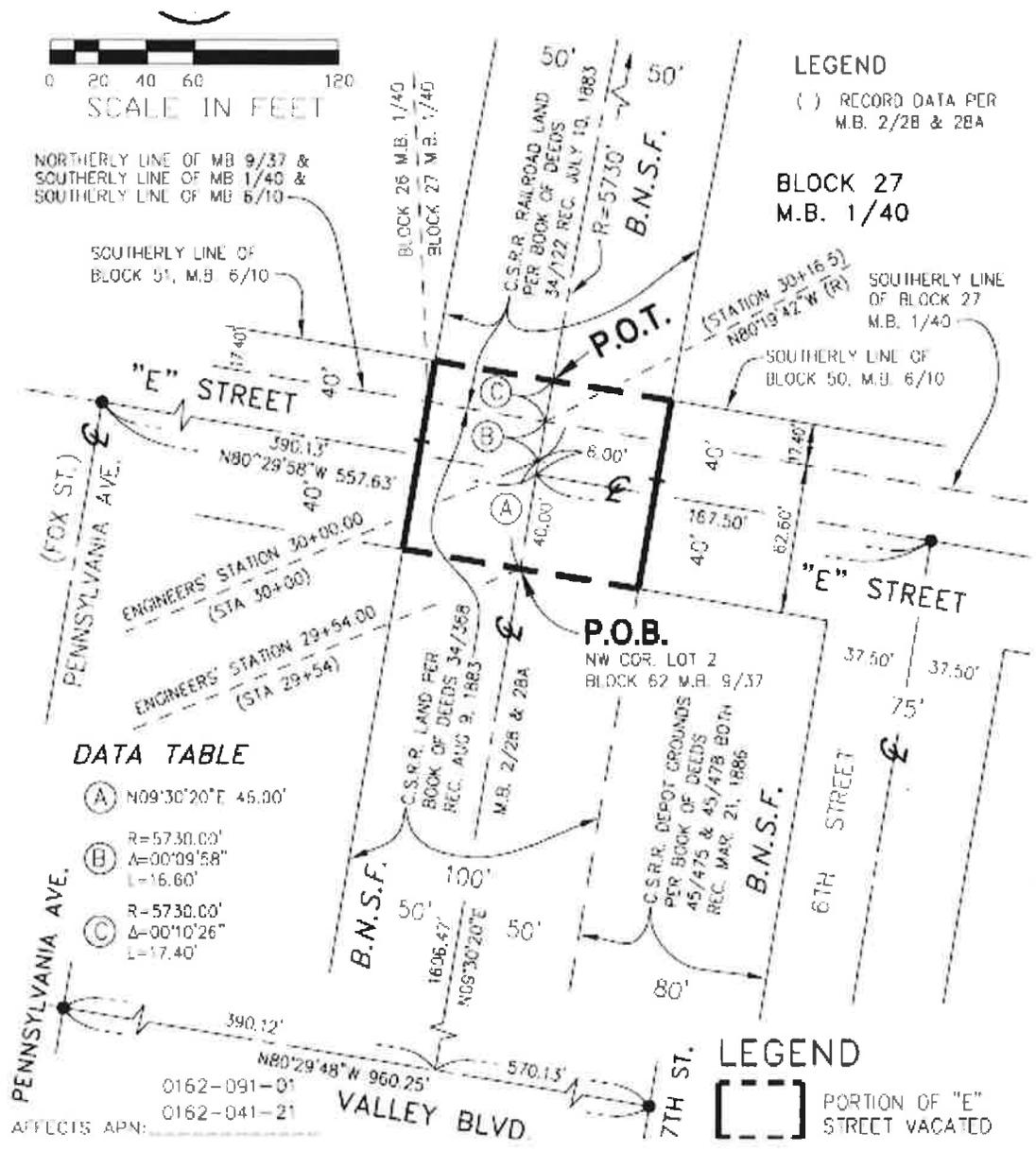
■ INDICATES PORTION OF STREET VACATED

C.S.R.R. INDICATES CALIFORNIA SOUTHERN RAILROAD COMPANY

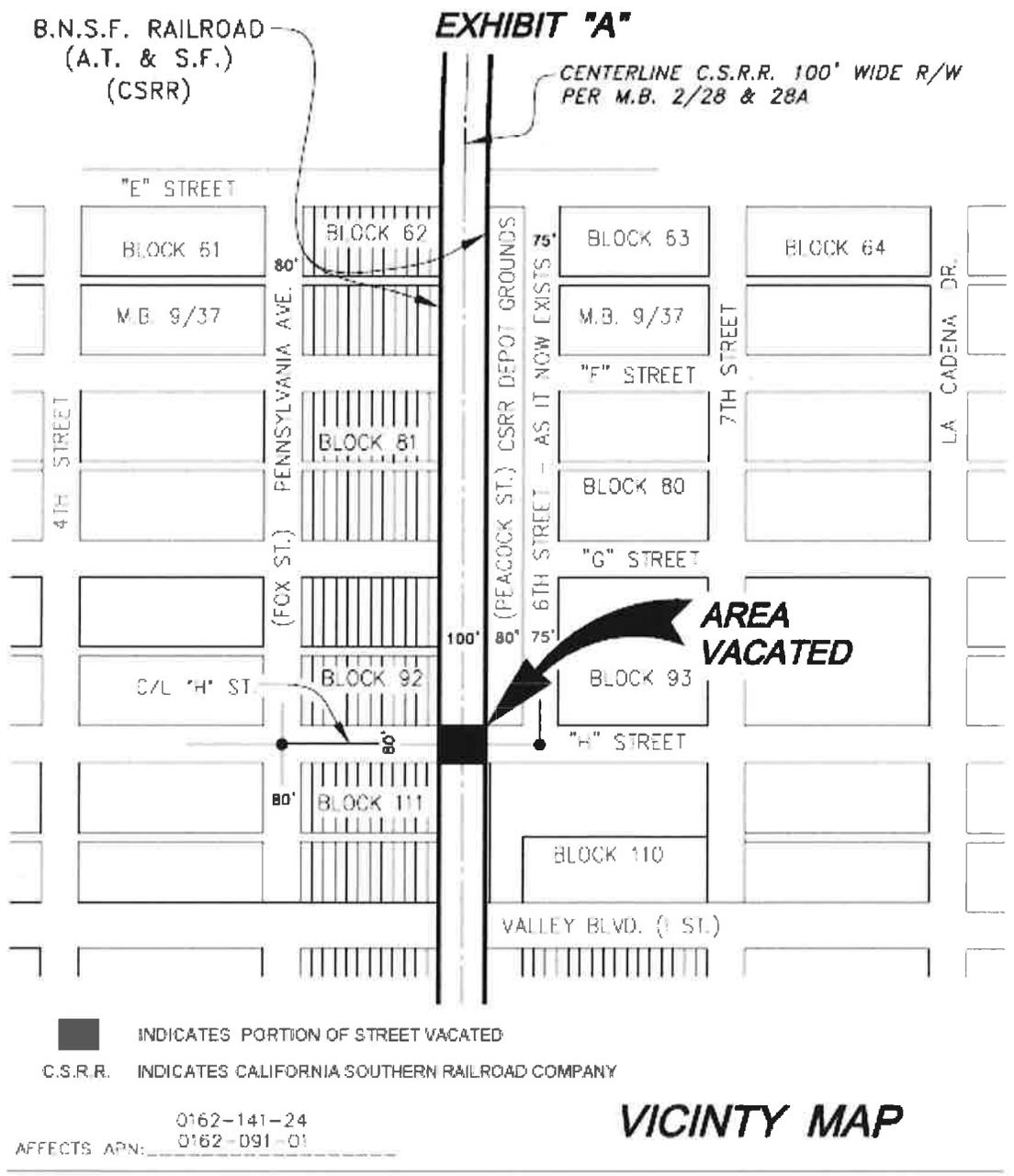
AFFECTS APN: 0162-091-01
0162-041-21

VICINITY MAP

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

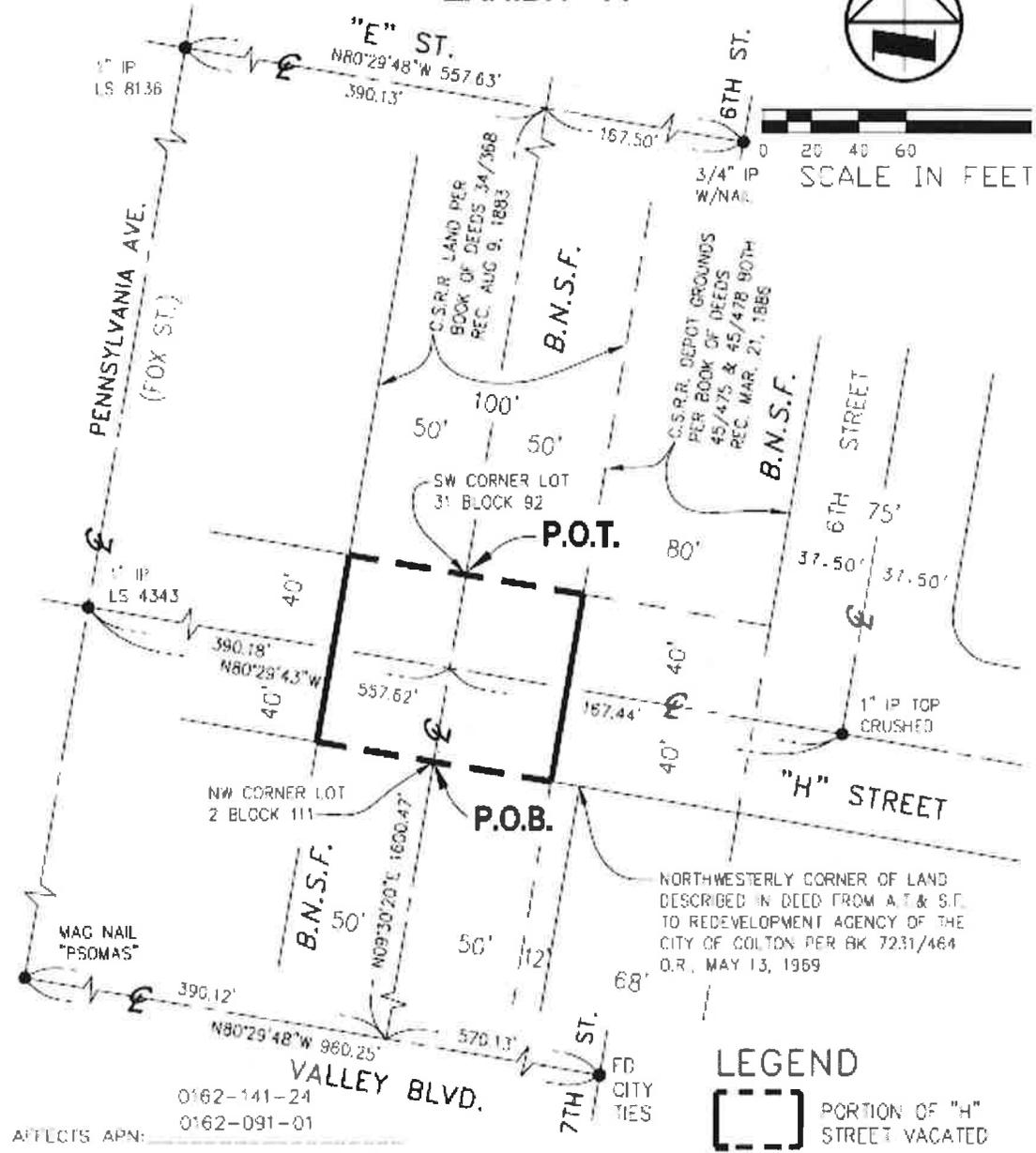


1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT "A"



AFFECTS APN: 0162-141-24
0162-091-01