



city of RANCHO CUCAMONGA

10500 Civic Center Drive ♦ Rancho Cucamonga, CA 91730-3801

City Office: (909) 477-2700

AGENDAS

FIRE PROTECTION DISTRICT BOARD SUCCESSOR AGENCY PUBLIC FINANCING AUTHORITY CITY COUNCIL

WEDNESDAY, APRIL 1, 2015

REGULAR MEETINGS

1st and 3rd Wednesdays ♦ 7:00 P.M.

ORDER OF BUSINESS

CLOSED SESSION Tapia Conference Room..... 5:00 P.M.

Call to Order

Public Communications

City Manager Announcements

Conduct of Closed Session

REGULAR MEETINGS Council Chambers 7:00 P.M.

MEMBERS

MAYOR	L. Dennis Michael
MAYOR PRO TEM	Sam Spagnolo
COUNCIL MEMBERS	William Alexander
	Lynne B. Kennedy
	Diane Williams
CITY MANAGER	John R. Gillison
CITY ATTORNEY	James L. Markman
CITY CLERK	Janice C. Reynolds
CITY TREASURER	James C. Frost





INFORMATION FOR THE PUBLIC



Rancho Cucamonga

TO ADDRESS THE FIRE BOARD, SUCCESSOR AGENCY, PUBLIC FINANCING AUTHORITY AND CITY COUNCIL

The Fire Board, Successor Agency, Public Financing Authority and City Council encourage free expression of all points of view. To allow all persons to speak, given the length of the Agenda, please keep your remarks brief. If others have already expressed your position, you may simply indicate that you agree with a previous speaker. If appropriate, a spokesperson may present the views of your entire group. To encourage all views and promote courtesy to others, the audience should refrain from clapping, booing or shouts of approval or disagreement from the audience.

The public may address the Fire Board, Successor Agency, Public Financing Authority and City Council by filling out a speaker card and submitting it to the City Clerk. The speaker cards are located on the wall at the back of the Chambers, at the front desk behind the staff table and at the City Clerk's desk. If as part of your presentation, you would like to display visual material, please see the City Clerk before the meeting commences. Any handouts for the Fire Board, Successor Agency, Public Financing Authority or City Council should be given to the City Clerk for distribution.

During "Public Communications," your name will be called to speak on any item listed or not listed on the agenda in the order in which it was received. The "Public Communications" period will not exceed one hour prior to the commencement of the business portion of the agenda. During this one hour period, all those who wish to speak on a topic contained in the business portion of the agenda will be given priority, and no further speaker cards for these business items (with the exception of public hearing items) will be accepted once the business portion of the agenda commences. Any other "Public Communications" which have not concluded during this one-hour period may resume after the regular business portion of the agenda has been completed. Comments are to be limited to five minutes per individual or less, as deemed necessary by the Chair, depending upon the number of individuals desiring to speak.

If you are present to speak on an "Advertised Public Hearing" or on an "Administrative Hearing" Item(s), your name will be called when that item is being discussed, in the order in which it was received. Comments are to be limited to five minutes per individual or less, as deemed necessary by the Chair, depending upon the number of individuals desiring to speak.

AGENDA BACK-UP MATERIALS

Staff reports and back-up materials for agenda items are available for review at the City Clerk's counter, the City's Public Library(-ies) and on the City's website. A complete copy of the agenda is also available at the desk located behind the staff table during the Council meeting.

LIVE BROADCAST

Fire Board, Successor Agency, Public Financing Authority and City Council meetings are broadcast live on Channel 3 for those with cable television access. Meetings are rebroadcast on the second and fourth Wednesdays of each month at 11:00 a.m. and 7:00 p.m. The City has added the option for customers without cable access to view the meetings "on-demand" from their computers. The added feature of "Streaming Video On Demand" is available on the City's website at www.cityofrc.us/cityhall/council/videos.asp for those with Hi-bandwidth (DSL/Cable Modem) or Low-bandwidth (Dial-up) Internet service.

The Fire Board, Successor Agency, Public Financing Authority and City Council meet regularly on the first and third Wednesday of the month at 7:00 p.m. in the Council Chambers located at 10500 Civic Center Drive.

Members of the City Council also sit as the Fire Board, Successor Agency, Public Financing Authority and City Council.

Copies of the agendas and minutes can be found @ www.cityofrc.us



If you need special assistance or accommodations to participate in this meeting, please contact the City Clerk's office at (909) 477-2700. Notification of 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility. Listening devices are available for the hearing impaired.

Please turn off all cellular phones and pagers while the meeting is in session.



RANCHO CUCAMONGA

**FIRE PROTECTION DISTRICT, SUCCESSOR AGENCY,
PUBLIC FINANCING AUTHORITY AND
CITY COUNCIL AGENDA**

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APRIL 1, 2015

**A. 5:00 P.M. – CLOSED SESSION
CALL TO ORDER – TAPIA CONFERENCE ROOM**

- A1. Roll Call: Mayor Michael
Mayor Pro Tem Spagnolo
Council Members Alexander, Kennedy and Williams

**CLOSED SESSION CALLED TO ORDER AS THE
HOUSING SUCCESSOR AGENCY AND CITY COUNCIL.**

B. ANNOUNCEMENT OF CLOSED SESSION ITEM(S)

C. PUBLIC COMMUNICATIONS ON CLOSED SESSION ITEM(S)

**D. CITY MANAGER ANNOUNCEMENTS
(NO DISCUSSION OR ACTION WILL OCCUR)**

E. CONDUCT OF CLOSED SESSION – TAPIA CONFERENCE ROOM

- E1. CONFERENCE WITH LABOR NEGOTIATOR ROBERT NEIUBER, HUMAN RESOURCES DIRECTOR PER GOVERNMENT CODE SECTION 54954.2 REGARDING LABOR NEGOTIATIONS WITH THE EXECUTIVE MANAGEMENT EMPLOYEES. – *CITY*
- E2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS PER GOVERNMENT CODE SECTION 54956.8 FOR PROPERTY GENERALLY LOCATED AT 12949 WHITTRAM AVENUE (SOUTHEAST CORNER OF WHITTRAM AVENUE AND ETIWANDA AVENUE); NEGOTIATING PARTIES MARK STEUER, CITY ENGINEER AND LEN SANTORO, CBRE AND ORANGE TREE REALTY; REGARDING PRICE AND TERMS. – *CITY*
- E3. CONFERENCE WITH REAL PROPERTY NEGOTIATORS PER GOVERNMENT CODE SECTION 54956.8 FOR PROPERTY GENERALLY LOCATED AT 10126 DORSET; NEGOTIATING PARTIES JEFF BLOOM, DEPUTY CITY MANAGER AND SAN BERNARDINO COUNTY TAX COLLECTOR; REGARDING PRICE AND TERMS. – *CITY, HOUSING SUCCESSOR AGENCY*
- E5. CONFERENCE WITH REAL PROPERTY NEGOTIATORS PER GOVERNMENT CODE SECTION 54956.8 FOR PROPERTY GENERALLY LOCATED ON THE NORTH SIDE OF BASE LINE ROAD AND WEST OF DAY CREEK BOULEVARD (APN 1089-031-12); NEGOTIATING PARTIES LINDA DANIELS, ASSISTANT CITY MANAGER AND KEVIN BLAKESLEE, DEPUTY DIRECTOR, SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT; REGARDING PRICE AND TERMS. – *CITY*



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F. RECESS

CLOSED SESSION TO RECESS TO THE REGULAR FIRE PROTECTION DISTRICT, PUBLIC FINANCING AUTHORITY AND CITY COUNCIL MEETINGS AT 7:00 P.M. IN THE COUNCIL CHAMBERS AT CITY HALL, LOCATED AT 10500 CIVIC CENTER DRIVE, RANCHO CUCAMONGA, CALIFORNIA.

**G. REGULAR MEETING
CALL TO ORDER – 7:00 P.M.
COUNCIL CHAMBERS**

THE REGULAR MEETINGS OF THE FIRE PROTECTION DISTRICT, PUBLIC FINANCING AUTHORITY, SUCCESSOR AGENCY AND CITY COUNCIL WILL BE CALLED TO ORDER. IT IS THE INTENT TO CONCLUDE THE MEETINGS BY 10:00 P.M., UNLESS EXTENDED BY CONCURRENCE OF THE FIRE BOARD, AUTHORITY BOARD AND COUNCIL.

G1. Pledge of Allegiance

G2. Roll Call: Mayor Michael
Mayor Pro Tem Spagnolo
Council Members Alexander, Kennedy and Williams

H. ANNOUNCEMENTS/PRESENTATIONS

- H1. Presentation of a proclamation to Donate for Life California declaring April as the DMV/Donate Life California Month encouraging anyone renewing their driver's license or I.D. card to become a donor.
- H2. Update on Special Olympics World Games 2015 Host Town Efforts.
- H3. Introduction of New K9.

I. PUBLIC COMMUNICATIONS

This is the time and place for the general public to address the Fire Protection District, Public Financing Authority Board, Successor Agency and City Council on any item listed or not listed on the agenda. State law prohibits the Fire Protection District, Public Financing Authority Board, Successor Agency and City Council from addressing any issue not previously included on the Agenda. The Fire Board, Public Financing Authority Board, Successor Agency and City Council may receive testimony and set the matter for a subsequent meeting.

Comments are to be limited to five minutes per individual or less, as deemed necessary by the Mayor, depending upon the number of individuals desiring to speak. All communications are to be addressed directly to the Fire Board, Authority Board, Successor Agency or City Council not to the members of the audience. This is a professional business meeting and courtesy and decorum are expected. Please refrain from any debate between audience and speaker, making loud noises, or engaging in any activity which might be disruptive to the decorum of the meeting.



RANCHO CUCAMONGA

FIRE PROTECTION DISTRICT, SUCCESSOR AGENCY, PUBLIC FINANCING AUTHORITY AND CITY COUNCIL AGENDA

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The public communications period will not exceed one hour prior to the commencement of the business portion of the agenda. During this one hour period, all those who wish to speak on a topic contained in the business portion of the agenda will be given priority, and no further speaker cards for these business items (with the exception of public hearing items) will be accepted once the business portion of the agenda commences. Any other public communications which have not concluded during this one hour period may resume after the regular business portion of the agenda has been completed.

CONSENT CALENDARS:

The following Consent Calendar items are expected to be routine and non-controversial. They will be acted upon by the Fire Board/Successor Agency/Authority Board/Council at one time without discussion. Any item may be removed by a Fire Board/Successor Agency/Authority Board/Council Member for discussion.

J. CONSENT CALENDAR – FIRE PROTECTION DISTRICT

- J1. Consideration to approve Minutes of: March 18, 2015 (Regular Meeting)
- J2. Consideration to approve Check Register dated March 11, 2015 through March 24, 2015 for the total of \$648,604.76.
- J3. Consideration to accept the Vehicle Exhaust Removal System Replacement at Various Fire District Facilities, Contract No. FD13-007, as complete, release the Bonds, accept a Maintenance Bond, authorize the City Engineer to file a Notice of Completion and approve the final contract amount of \$375,706.87.

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RESOLUTION NO. FD 15-002

15

A RESOLUTION OF THE FIRE BOARD OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA, ACCEPTING THE VEHICLE EXHAUST REMOVAL SYSTEM REPLACEMENT AT VARIOUS FIRE DISTRICT FACILITIES, CONTRACT NO. FD13-007, AND AUTHORIZING THE FILING OF A NOTICE OF COMPLETION FOR THE WORK

K. CONSENT CALENDAR – SUCCESSOR AGENCY

- K1. Consideration to approve Minutes of: March 18, 2015 (Regular Meeting)

L. CONSENT CALENDAR – PUBLIC FINANCING AUTHORITY

- L1. Consideration to approve Minutes of: March 18, 2015 (Regular Meeting)

M. CONSENT CALENDAR – CITY COUNCIL

- M1. Consideration to approve Minutes of: March 18, 2015 (Special Meeting) and March 18, 2015 (Regular Meeting).



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M2. Consideration to approve Check Register dated March 11, 2015 through March 24, 2015 and payroll ending March 24, 2015 for the total of \$3,078,834.95. **16**

M3. Consideration to accept the bids received, award and authorize the execution of a contract in the amount of \$25,280.80 for the "LMD-5 Fence Replacement Project" to the lowest responsive bidder, Econo Fence, Inc. of Riverside, and authorize the expenditure of a contingency in the amount of \$2,528.08 to be funded from Account 1135303-5300 (LMD-5). **28**

M4. Consideration to accept the bids received and award and authorize the execution of the contract in the amount of \$111,772.20, to the lowest responsive bidder, KASA Construction, Inc., and authorize the expenditure of a 10% contingency in the amount of \$11,177.22, for the Etiwanda Creek Park Sidewalk improvement Project to be funded from Park Development Funds, Account No. 1120305-5650/1861120-0. **30**

M5. Consideration to approve a Drainage Reimbursement Agreement, DRA-43, for a local drainage facility constructed in conjunction with the development of Tract 17651 located on the south side of Banyan Street east of East Avenue, submitted by K. Hovnanian Homes. **32**

RESOLUTION NO. 15-045 **34**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA, APPROVING A LOCAL DRAINAGE FACILITY REIMBURSEMENT AGREEMENT FOR LINE A, SOUTH OF TRACT 17651, BETWEEN ETIWANDA AVENUE STORM DRAIN SYSTEM LINE 2-1 AND GYPSUM DRIVE, DRA-43

M6. Consideration to accept the 19th Street Traffic Signal Controller Replacement and Traffic Signal Modifications at Various Locations Project, Contract No. 13-117, as complete, release the Bonds, accept a Maintenance Bond, authorize the City Engineer to file a Notice of Completion and approve the final contract amount of \$503,547.19. **35**

RESOLUTION NO. 15-046 **38**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA, ACCEPTING THE 19TH STREET TRAFFIC SIGNAL CONTROLLER REPLACEMENT AND TRAFFIC SIGNAL MODIFICATIONS AT VARIOUS LOCATIONS PROJECT, CONTRACT NO. 13-117, AND AUTHORIZING THE FILING OF A NOTICE OF COMPLETION FOR THE WORK

M7. Consideration to authorize the Mayor to execute the San Bernardino County Municipal Separate Storm Sewer System (MS4) – National Pollution Discharge Elimination System (NPDES) Permit Renewal Participation and Joint Defense Agreement on behalf of the City of Rancho Cucamonga. **39**

M8. Consideration to schedule a public hearing for placement of special assessments/liens for delinquent refuse accounts. **51**

M9. Consideration to approve a Real Estate Purchase Agreement and Commercial Lease Agreement with Gene De Biase, Anthony Cortese, and Lorinda Cortese for the purchase of real property generally located at 12949 Whittram Avenue (southeast corner of Whittram Avenue and Etiwanda Avenue; APN 0229-162-14) and the appropriation of \$1,280,000 from Fund 198 to Account No. 11983035650/1076198-0. **52**



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**N. ADVERTISED PUBLIC HEARINGS
CITY COUNCIL**

The following items have been advertised and/or posted as public hearings as required by law. The Mayor will open the meeting to receive public testimony.

- N1. Consideration of Draft Preliminary Priority Needs Assessment for the 2015-2019 Consolidated Plan and preliminary annual funding recommendations for the 2015-2016 Annual Action Plan for the Community Development Block Grant (CDBG) Program.

75

**O. CITY MANAGER'S STAFF REPORTS
CITY COUNCIL**

The following items have no legal publication or posting requirements.

- O1. Consideration to reject all the bids received for the Red Hill Park Lake Modernization Project as non-responsive.
- O2. Consideration of approval of a Resolution adopting a Boundary Map of the Territory proposed for inclusion in proposed west-side Neighborhood Parks and Street Lighting Community Facilities District No. 1.

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RESOLUTION NO. 15-047

89

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA, ADOPTING A BOUNDARY MAP SHOWING THE BOUNDARIES OF THE TERRITORY PROPOSED FOR INCLUSION IN PROPOSED WEST-SIDE NEIGHBORHOOD PARKS AND STREET LIGHTING COMMUNITY FACILITIES DISTRICT NO. 1 OF THE CITY OF RANCHO CUCAMONGA

P. COUNCIL BUSINESS

The following items have been requested by the City Council for discussion.

- P1. INTER-AGENCY UPDATES (Update by the City Council to the community on the meetings that were attended.)
- P2. COUNCIL ANNOUNCEMENTS (Comments to be limited to three minutes per Council Member.)

Q. IDENTIFICATION OF ITEMS FOR NEXT MEETING



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R. ADJOURNMENT

CERTIFICATION

I, Marie Macias, MMC, Interim City Clerk Services Director of the City of Rancho Cucamonga, or my designee, hereby certify under penalty of perjury that a true, accurate copy of the foregoing agenda was posted on March 26, 2015, seventy-two (72) hours prior to the meeting per Government Code 54954.2 at 10500 Civic Center Drive, Rancho Cucamonga, California, and on the City's website.

Marie Macias, MMC
Interim City Clerk Services Director
City of Rancho Cucamonga

March 18, 2015

CITY OF RANCHO CUCAMONGA
CITY COUNCIL SPECIAL MEETING MINUTES

A. CALL TO ORDER

A special meeting of the Rancho Cucamonga City Council was held on Wednesday, March 18, 2015, in the Tri-Communities Room at City Hall located at 10500 Civic Center Drive, Rancho Cucamonga, California. Mayor L. Dennis Michael called the meeting to order at 3:30 p.m.

Present were Councilmembers: Bill Alexander, Lynne Kennedy, Diane Williams, Mayor Pro Tem Sam Spagnolo and Mayor L. Dennis Michael.

Also present were: John Gillison, City Manager; Linda Daniels, Assistant City Manager; Jeff Bloom, Deputy City Manager/Community and Economic Development; Flavio Nuñez, Planning Management Analyst I; and Marie Macias, Interim City Clerk Services Director.

B. PUBLIC COMMUNICATIONS

No communication was made from the public.

C. ITEM(S) OF BUSINESS

C1. Approval of an Update to the City's Economic Development Strategic Plan

John Gillison, City Manager, provided a history of the City's Economic Development Strategic Plan, noting that the previous plan had been completed more than ten years ago, prior to the expiration of Redevelopment. He mentioned that in the process of updating the plan, staff had revisited the position of the City today, in order to allow for staff to target those areas where the City could best compete. He advised that by reviewing the plan, City staff could begin to build an Economic Development Team and Economic Development Division around the plan. He mentioned that the approach would depend on the plan, which is the structure and foundation of the City's Economic Development efforts. He introduced Jeff Bloom, Deputy City Manager/Community and Economic Development, and Flavio Nuñez, Planning Management Analyst I.

Jeff Bloom, Deputy City Manager/Community and Economic Development advised that the initial Economic Development Strategic Plan had been completed in 1996, noting that conditions of the City then were vastly different from today. He stated that the plan had been updated in 2003, with the development of Victoria Gardens. He noted that the focus of most economic development plans in the early 2000's was retail. However, internet sales have now changed the environment. He discussed the industrial sector and noted that with most of the industrial sector being built out, this had dramatically changed the opportunities in the City. He advised that when staff set out to complete the update to the plan, the Consultant, Strategic Economics, Inc. had focused on community outreach. He shared the various efforts to provide community outreach.

Flavio Nuñez, Planning Management Analyst I, provided an overview of the background and discussed the framework of the Economic Development Strategic Plan, which involved three phases.

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He advised that Phase I had included interviews with key stakeholders, industry analysis, and real estate market analysis. He stated that Phase 2 had included identification of the sub-areas of economic importance and assessment of the local work force. He mentioned that Phase 3 was built on the findings of the background report to create Economic Development strategies consistent with Team RC, Healthy RC and Ready RC. He discussed the key findings, as well as target industries, including healthcare and social assistance; transportation, warehousing and wholesale trade; retail, accommodations and food service; manufacturing; professional, scientific and technical services. He introduced Sujata Srivastava, Principal, Strategic Economics, Inc.

Ms. Srivastava discussed the priority areas and strategies, which included office development; retail development/revitalization; business support/outreach; industrial retention and development; hospitality; workforce development; and marketing/communications.

Jeff Bloom, Deputy City Manager/Community and Economic Development reminded the Council that Rancho Cucamonga is not distinguished from the remainder of the County, and that there is a need to focus on how to demonstrate that Rancho Cucamonga is different than other cities in San Bernardino County. This led to discussion regarding efforts to implement some of the strategies discussed.

Council Member Alexander inquired on the effect that additional multi-family apartments would have on the City's quality of life and education. He expressed concerns with traffic, the western corridor, incentives, the status of the Ontario (LAX) Airport, and stated that he did not understand Generation "Y."

Council Member Kennedy was pleased with the alignment of the Strategic Plan with the City's programs and initiatives, that it was an asset based development plan, not deficit in terms of land use and real estate, and that it was a strong, proactive approach in terms of being visionary and attracting a multi-generational type of community.

Council Member Kennedy inquired and Mr. Nuñez responded that there was a good mix of stake holders on the Advisory Committee, including representation from the real estate market segment.

Jeff Bloom, Deputy City Manager/Community and Economic Development mentioned that this was not geographic based, but economic based. He stated that staff participated in various workshops and activities to ensure widespread community involvement. He mentioned that Sujata had created some geographical study areas that allowed staff to test and study similar conditions for the segments on Foothill.

Council Member Kennedy asked and John Gillison, City Manager, replied that the prior week a group of individuals from various departments had taken a trip to Playa Vista, and highlighted details from the trip. He mentioned that this was not the first trip of this type, to look at model cities that Rancho Cucamonga could replicate in an effort to make Rancho Cucamonga the best that it can be.

Council Member Kennedy further inquired and Mr. Gillison advised that upon finalization of the planning stage, then staff would move forward to work with the universities. He added that this had been done in the past, and that the plan would allow staff to enhance these partnerships. He stated that having colleges and universities in close proximity was a plus to the City.

Council Member Williams was excited about the plan and for the City to be on an "up." She inquired if this would be the right time to go back to developers who had expressed an interest in the City in

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the past. She stressed the need to focus on "hospitality" noting that the City cannot continue to always have visitors stay at the Double Tree Hotel. She stressed the need for a full service hotel in Rancho Cucamonga.

John Gillison, City Manager, agreed with Council Member Williams with respect to the need for a hotel in the City. He stated that he would like to see additions to the hotel service sector that would include boutique, full service, or a combination of both to fill in the gaps. He stated that the biggest challenge for staff, the City Council, and the community in the next four to eight years would be how selective the City could be with respect to new projects and developments coming into the City.

Mayor Pro Tem Spagnolo announced that the City was up for the challenge. He stated that the airport was a big issue, but with everyone working collaboratively, it would probably move in the right direction. He acknowledged the need for a full service hotel in the City, as well as traffic problems, but noted that the City was moving in the right direction. He commended staff on a well prepared report.

Mayor Michael advised that the greatest priority at this time was to wait for the highest and best use for the key areas in the community. He advised staff to wait and capture the kind of market that would be able to sustain the City in the future. He discussed walkable environments, millennial needs, as well as future plans for the Montclair Plaza. He noted that Rancho Cucamonga needs to stay ahead of those plans. He thanked staff for their hard work in bringing the Plan to fruition.

Motion by Council Member Williams, seconded by Mayor Pro Tem Spagnolo, approving the Economic Development Strategic Plan Update. Motion carried 5-0.

D. ADJOURNMENT

The meeting adjourned at 5:08 p.m.

Respectfully submitted,

Marie Macias, MMC
Interim City Clerk Services Director

Approved: *****

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March 18, 2015

CITY OF RANCHO CUCAMONGA

CLOSED SESSION, FIRE PROTECTION DISTRICT, SUCCESSOR AGENCY,
PUBLIC FINANCING AUTHORITY AND CITY COUNCIL REGULAR MEETINGS MINUTES

A. CALL TO ORDER

The Rancho Cucamonga City Council held a regular closed session on Wednesday, March 18, 2015 in the Tapia Room at the Civic Center, 10500 Civic Center Drive, Rancho Cucamonga, California. The meeting was called to order at 5:15 p.m. by Mayor L. Dennis Michael.

Present were Council Members: Bill Alexander, Lynne Kennedy, Diane Williams, Mayor Pro Tem Sam Spagnolo and Mayor L. Dennis Michael.

Also present were: John Gillison, City Manager; City Attorney Jim Markman; Linda Daniels, Assistant City Manager; Lori Sassoon, Deputy City Manager/Administrative Services and Jeff Bloom, Deputy City Manager/Economic and Community Development.

B. ANNOUNCEMENT OF CLOSED SESSION ITEMS

The following closed session items were considered:

- E1. CONFERENCE WITH LABOR NEGOTIATOR ROBERT NEIUBER, HUMAN RESOURCES DIRECTOR, PER GOVERNMENT CODE SECTION 54954.2 REGARDING LABOR NEGOTIATIONS WITH THE EXECUTIVE MANAGEMENT EMPLOYEES. – *CITY*
- E2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS PER GOVERNMENT CODE SECTION 54956.8 FOR PROPERTY GENERALLY LOCATED AT 12949 WHITTRAM AVENUE (SOUTHEAST CORNER OF WHITTRAM AVENUE AND ETIWANDA AVENUE); NEGOTIATING PARTIES MARK STEUER, CITY ENGINEER AND LEN SANTORO, CBRE AND ORANGE TREE REALTY; REGARDING PRICE AND TERMS. – *CITY*
- E3. CONFERENCE WITH REAL PROPERTY NEGOTIATORS PER GOVERNMENT CODE SECTION 54956.8 FOR PROPERTY GENERALLY LOCATED AT 10126 DORSET; NEGOTIATING PARTIES JEFF BLOOM, DEPUTY CITY MANAGER AND SAN BERNARDINO COUNTY TAX COLLECTOR; REGARDING PRICE AND TERMS. – *CITY, HOUSING SUCCESSOR AGENCY*
- E4. CONFERENCE WITH REAL PROPERTY NEGOTIATORS PER GOVERNMENT CODE SECTION 54956.8 FOR PROPERTY GENERALLY LOCATED AT 12467 BASE LINE ROAD; NEGOTIATING PARTIES LINDA DANIELS, ASSISTANT CITY MANAGER AND J. FILIPPI VINTAGE COMPANY; REGARDING PRICE AND TERMS. – *CITY*

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- E5. CONFERENCE WITH REAL PROPERTY NEGOTIATORS PER GOVERNMENT CODE SECTION 54956.8 FOR PROPERTY GENERALLY LOCATED ON THE NORTH SIDE OF BASE LINE ROAD AND WEST OF DAY CREEK BOULEVARD (APN 1089-031-12); NEGOTIATING PARTIES LINDA DANIELS, ASSISTANT CITY MANAGER AND KEVIN BLAKESLEE, DEPUTY DIRECTOR, SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT; REGARDING PRICE AND TERMS. – CITY

C. PUBLIC COMMUNICATIONS ON CLOSED SESSION ITEM(S)

No public communications were made.

D. CITY MANAGER ANNOUNCEMENTS

No discussion or action was taken.

F. RECESS

CLOSED SESSION TO RECESS TO THE REGULAR FIRE PROTECTION DISTRICT, SUCCESSOR AGENCY, PUBLIC FINANCING AUTHORITY AND CITY COUNCIL MEETINGS AT 7:00 P.M. IN THE COUNCIL CHAMBERS AT CITY HALL, LOCATED AT 10500 CIVIC CENTER DRIVE, RANCHO CUCAMONGA, CALIFORNIA.

The closed session recessed at 6:40 p.m. with no action taken.

G. REGULAR MEETING CALL TO ORDER – 7:00 P.M. COUNCIL CHAMBER

The meetings of the Rancho Cucamonga Fire Protection District, Successor Agency, Public Financing Authority and City Council reconvened in the City Council Chamber at the Civic Center, located at 10500 Civic Center Drive, Rancho Cucamonga, California. Mayor L. Dennis Michael called the meeting to order at 7:00 p.m.

Present were Council Members: Bill Alexander, Lynne Kennedy, Diane Williams, Mayor Pro Tem Sam Spagnolo and Mayor L. Dennis Michael.

Also present were: John Gillison, City Manager; Linda Daniels, Assistant City Manager; Jim Markman, City Attorney; Marie Macias, Interim City Clerk Services Director and Adrian Garcia, Assistant City Clerk.

H. ANNOUNCEMENTS/PRESENTATIONS

Mayor Michael introduced Mr. Paul Granillo, President and CEO of the Inland Empire Economic Partnership (IEEP). Mr. Granillo spoke about IEEP and the “Red Tape to Red

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Carpet” awards. He announced that the City of Rancho Cucamonga had won two awards this year.

- H1. Presentation of The Inland Empire Economic Partnership “Red Tape to Red Carpet” Award, recognizing the Library for its cooperation and collaboration with cities and counties, for its training and capacity building Programs.

Mr. Granillo presented Renee Tobin, Library Services Manager, with the “Tale of Two Cities” award, recognizing the Library for its collaboration with other agencies for its training and capacity building programs. Ms. Tobin spoke about their Staff Innovation Fund, noting that the State had liked the program so well, that they had extended it throughout the State, and that Library Director Michelle Perera would be overseeing the program statewide.

The Mayor and Council Members congratulated Library Staff on the success of their program.

- H2. Presentation of The Inland Empire Economic Partnership “Red Tape to Red Carpet” Award, recognizing “Accelerate” as a Sustainable and Green Development E-Government Service.

The following Staff members were present to receive the award:

- Jennifer Nakamura, Associate Planner, Planning Department, and Accela|Accelerate Team Project Manager
- Sid Siphomsay, Information Services Analyst II, Administrative Services Department, IS Division
- Shelly Munson, Information Services Analyst I, Administrative Services Department, IS Division
- Jose Ramirez, Information Services Specialist I, Administrative Services Department, IS Division
- Rafael Balneg, GISP, Senior GIS Analyst I, Administrative Services Department, GIS Division

Mr. Granillo presented the group with the award, recognizing “Accelerate” as a Sustainable and Green Development E-Government Service. Ms. Nakamura spoke about the program and its capabilities.

The Mayor and Council Members congratulated the team on their success with “Accelerate.”

I. PUBLIC COMMUNICATIONS

I1. Janet Walton offered a prayer for the community and the City Council.

I2. John Lyons mentioned that his dog had been picked up by animal control and spoke highly about the service he and his dog had received at the Rancho Cucamonga Animal Shelter. He also spoke about the golf course on 4th Street and the upcoming Nascar Race this weekend. He encouraged everyone to attend the event, noting that this was a big event for the City, as it brings a lot of visitors to the City.

*** DRAFT ***

13. Deputy Jason Whitsell, Rancho Cucamonga Police Department, announced that a community meeting was scheduled for Tuesday, March 24th at 6:00 p.m. in the Etiwanda Room at Central Park. He noted that the focus of the meeting was to discuss the issue of homelessness in the City. He mentioned that flyers were available in the foyer for those interested in attending.

14. Dr. William Martin stated that he was the area coordinator for the 64th Annual National Day of Prayer, scheduled to take place on May 7th at the Victoria Gardens Cultural Center, from 2:00 to 4:00 p.m. He provided background information on the event and discussed the need for prayer world-wide. He encouraged everyone to attend the event.

CONSENT CALENDARS:

The following Consent Calendar items are expected to be routine and non-controversial. They will be acted upon by the Fire Board/Successor Agency/Authority Board/Council at one time without discussion. Any item may be removed by a Fire Board/Successor Agency/Authority Board/Council Member for discussion.

J. CONSENT CALENDAR – FIRE PROTECTION DISTRICT

- J1. Consideration to approve Minutes of: March 4, 2015 (Regular Meeting)
- J2. Consideration to approve Check Register dated February 25, 2015 through March 10, 2015 for the total of \$305,617.30.
- J3. Consideration to receive and file current Investment Schedule as of February 28, 2015.
- J4. Consideration to approve and accept sixty-one (61) Self-Contained Breathing Apparatus (SCBAs) and associated equipment from the 2013 assistance to Firefighters Grant Regional application award through the City of Ontario Fire Department. Approval to fund the ten percent (10%) contribution match for SCBAs and equipment for a Total of \$50,552.72, with Fire District Reserves and to appropriate \$50,560.00 into Account No. 3288501-5200.
- J5. Consideration to approve and authorize an increase to Professional Services Agreement (PSA) #FD12-017 in the amount of \$30,000.00 to Inland Empire Property Services, Inc. and approve Amendment No. 03 for the performance of weed and fire hazard abatement services, funded from Account No. 3281506-5300 and approve an appropriation in the amount of \$30,000.00 from District Capital Reserves to Account No. 3281506-5300.

MOTION: Moved by Mayor Pro Tem Spagnolo, seconded by Council Member Alexander, to approve the staff recommendations in the staff reports for Consent Calendar Items J1 – J5. Motion carried 5-0.

K. CONSENT CALENDAR – SUCCESSOR AGENCY

*** DRAFT ***

K1. Consideration to approve Minutes of: March 4, 2015 (Regular Meeting)

MOTION: Moved by Council Member Williams, seconded by Council Member Kennedy, to approve the Minutes of March 4, 2015. Motion carried 5-0.

L. CONSENT CALENDAR – PUBLIC FINANCING AUTHORITY

L1. Consideration to approve Minutes of: March 4, 2015 (Regular Meeting)

MOTION: Moved by Council Member Williams, seconded by Council Member Kennedy, to approve the Minutes of March 4, 2015. Motion carried 5-0.

M. CONSENT CALENDAR – CITY COUNCIL

M1. Consideration to approve Minutes of: March 4, 2015 (Regular Meeting)

M2. Consideration to approve Check Register dated February 25, 2015 through March 10, 2015 and payroll ending March 10, 2015 for the total of \$5,369,198.98.

M3. Consideration to receive and file current Investment Schedule as of February 28, 2015.

M4. Consideration of the request to appropriate funds in the amount of \$10,555, plus a 10% contingency in the amount of \$1,055, for labor compliance services to be conducted by Labor Compliance Providers, Inc. for Southwest Cucamonga Park, to be funded by a Proposition 84 grant, into revenue account 1235000-4740 (Grant Income) and expenditure account 1235305-5300/1754235-0 (Contract Services).

M5. Consideration to approve Plans and Specifications for the “Illuminated Street Name Sign Replacement - FY 14/15” project and authorize the City Clerk to advertise the “Notice Inviting Bids”, to be funded from Account No. 1170303-5650/1693170-0 (Gas Tax) as approved in the FY 2014/2015 budget.

RESOLUTION NO. 15-028

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA APPROVING SPECIFICATIONS FOR THE TRAFFIC SIGNALS AND SAFETY LIGHTING MAINTENANCE CONTRACT IN SAID CITY AND AUTHORIZING AND DIRECTING THE CITY CLERK TO ADVERTISE TO RECEIVE BIDS

M6. Consideration to approve specifications for the “Traffic Signals and Safety Lighting Maintenance” Contract and authorize the City Clerk to advertise the “Notice Inviting Bids,” to be funded from Account No. 1177303-5300 (Measure I) and various Special District accounts as approved in the FY 2014/2015 budget.

*** DRAFT ***

RESOLUTION NO. 15-029

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA APPROVING SPECIFICATIONS FOR THE TRAFFIC SIGNALS AND SAFETY LIGHTING MAINTENANCE CONTRACT IN SAID CITY AND AUTHORIZING AND DIRECTING THE CITY CLERK TO ADVERTISE TO RECEIVE BIDS

- M7. Consideration to accept the bids received and award and authorize the execution of the contract in the amount of \$575,911.25, to the lowest responsive bidder, R.J. Noble Company, and authorize the expenditure of a 10% contingency in the amount of \$57,591.13, for the FY 2014/2015 Local Street Pavement Rehabilitation – Overlay of Various Streets Project to be funded from Gas Tax RT Funds, Account No. 1174303-5650/1022174-0 and appropriate an additional amount of \$200,000.00 to Account No. 1174303-5650/1022174-0 from Gas Tax RT7360 Fund balance.
- M8. Consideration to accept the bids received and award and authorize the execution of the contract in the amount of \$373,625.00, to the lowest responsive bidder, Doug Martin Contracting Co., Inc., and authorize the expenditure of a 10% contingency in the amount of \$37,362.50, for the FY 2014/2015 Local Street Pavement Rehabilitation – Slurry of Various Streets Project to be funded from Gas Tax RT 7360 and Prop 42 Funds, Account Nos. 1174303-5650/1022174-0 and 1190303-5650/1022190-0.
- M9. Consideration to accept the bids received and award and authorize the execution of the contract for the base bid only in the amount of \$451,663.97, to the lowest responsive bidder, GA Technical Services and authorize the expenditure of a 10% contingency in the amount of \$45,166.40, for the Haven Avenue Electric Distribution Line Extension Project to be funded from Utility Funds, Account No. 1705303-5650/1883705-0.
- M10. Consideration to approve a final map and order the annexation to Landscape Maintenance District 7 and Street Lighting Maintenance Districts 1 and 7 for Tract Map 16226-2, located north of Day Creek Boulevard and west of Etiwanda Avenue within Rancho Etiwanda Estates, submitted by BMC Rancho Etiwanda, LLC.

RESOLUTION NO. 15-030

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA, APPROVING TRACT MAP NUMBER 16226-2

RESOLUTION NO. 15-031

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA, ORDERING THE ANNEXATION OF CERTAIN TERRITORY TO STREET LIGHT MAINTENANCE DISTRICT NO. 7 (NORTH ETIWANDA) FOR TRACT NUMBER 16226-2

RESOLUTION NO. 15-032

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA, ORDERING THE

*** DRAFT ***

ANNEXATION OF CERTAIN TERRITORY TO LANDSCAPE
MAINTENANCE DISTRICT NO. 7 (NORTH ETIWANDA) FOR TRACT
NUMBER 16226-2

RESOLUTION NO. 15-033

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
RANCHO CUCAMONGA, CALIFORNIA, ORDERING THE
ANNEXATION OF CERTAIN TERRITORY TO STREET LIGHT
MAINTENANCE DISTRICT NO. 1 (ARTERIAL STREETS) FOR
TRACT NUMBER 16226-2

M11. Consideration to approve an appropriation in the amount of \$55,000.00 to account
1705303-5209 for the approved Solar Carport Project at Rancho Cucamonga City Hall.

M12. Consideration to approve an Improvement Agreement, Improvement Securities and
ordering the annexation to Landscape Maintenance District No. 3B and Street Light
Maintenance District Nos. 1 and 6 for DRC2008-00356, located at the northeast corner
of Foothill Boulevard and Klusman Avenue, submitted by Gavriel Sfaee.

RESOLUTION NO. 15-034

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
RANCHO CUCAMONGA, CALIFORNIA, APPROVING
IMPROVEMENT AGREEMENT AND IMPROVEMENT SECURITIES
FOR DRC2008-00356

RESOLUTION NO. 15-035

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
RANCHO CUCAMONGA, CALIFORNIA, ORDERING THE
ANNEXATION OF CERTAIN TERRITORY TO LANDSCAPE
MAINTENANCE DISTRICT NO. 3B (COMMERCIAL INDUSTRIAL
MAINTENANCE DISTRICT) FOR DRC2008-00356

RESOLUTION NO. 15-036

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
RANCHO CUCAMONGA, CALIFORNIA, ORDERING THE
ANNEXATION OF CERTAIN TERRITORY TO STREET LIGHT
MAINTENANCE DISTRICT NO. 1 (ARTERIAL STREETS) FOR
DRC2008-00356

RESOLUTION NO. 15-037

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
RANCHO CUCAMONGA, CALIFORNIA, ORDERING THE
ANNEXATION OF CERTAIN TERRITORY TO STREET LIGHT
MAINTENANCE DISTRICT NO. 6 (COMMERCIAL/INDUSTRIAL)
FOR DRC2008-00356

*** DRAFT ***

M13. Consideration to approve a final map for Tract 19932, on the west side of Haven Avenue, north of 6th Street, located at 9220 Haven Avenue, submitted by Havenpointe, LLC.

RESOLUTION NO. 15-038

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA, APPROVING THE FINAL MAP FOR TRACT 19932

M14. Consideration of approval for an Improvement Agreement, Improvement Securities and ordering the annexation to Landscape Maintenance District No. 3B and Street Light Maintenance District Nos. 1 and 6 for DRC2014-00127, located at the southwest corner of Buffalo Avenue and Mission Park Drive, submitted by CSF, Inc.

RESOLUTION NO. 15-039

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA, APPROVING IMPROVEMENT AGREEMENT AND IMPROVEMENT SECURITIES FOR DRC2014-00127

RESOLUTION NO. 15-040

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA, ORDERING THE ANNEXATION OF CERTAIN TERRITORY TO LANDSCAPE MAINTENANCE DISTRICT NO. 3B (COMMERCIAL INDUSTRIAL MAINTENANCE DISTRICT) FOR DRC2014-00127

RESOLUTION NO. 15-041

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA, ORDERING THE ANNEXATION OF CERTAIN TERRITORY TO STREET LIGHT MAINTENANCE DISTRICT NO. 1 (ARTERIAL STREETS) FOR DRC2014-00127

RESOLUTION NO. 15-042

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA, ORDERING THE ANNEXATION OF CERTAIN TERRITORY TO STREET LIGHT MAINTENANCE DISTRICT NO. 6 (COMMERCIAL/INDUSTRIAL) FOR DRC2014-00127

M15. Consideration of approval of Improvement Agreement Extension for Tract 18741, located at the northwest corner of Wilson Avenue and Wardman Bullock Road, submitted by Pulte Group.

*** DRAFT ***

RESOLUTION NO. 15-043

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA, APPROVING IMPROVEMENT AGREEMENT EXTENSION AND IMPROVEMENT SECURITY FOR TRACT 18741

M16. Consideration of approval of a Reclassification in anticipation of a recruitment and a Resolution adopting an updated salary table that includes the position of Information Services Technician.

RESOLUTION NO. 15-044

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA, APPROVING AN UPDATE TO THE RANCHO CUCAMONGA CITY EMPLOYEE ASSOCIATION SALARY SCHEDULE FOR FISCAL YEAR 2014-15

MOTION: Moved by Council Member Kennedy, seconded by Council Member Alexander, to approve the staff recommendations in the staff reports for Consent Calendar Items M1 through M16. Motion carried 5-0.

N. CONSENT ORDINANCES

The following Ordinances have been introduced for first reading. Second readings are expected to be routine and non-controversial. The City Council will act upon them at one time without discussion. The City Clerk will read the title. Any item can be removed for discussion by a Council Member.

N1. Consideration of second reading of Ordinance No. 873 for the Environmental Assessment and Development Code Amendment DRC2014-00567 – Turner Real Estate Investments - A proposal to amend the Development Code to permit the construction of buildings in excess of 50,000 square feet on select parcels located within the Industrial Park (IP) Districts. Related files: Development Review DRC2014-00566 and Tree Removal Permit DRC2014-00845. Staff has prepared a Mitigated Negative Declaration of environmental impacts for consideration.

ORDINANCE NO. 873 (SECOND READING)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA, APPROVING DEVELOPMENT CODE AMENDMENT DRC2014-00567, A REQUEST TO AMEND THE DEVELOPMENT CODE TO PERMIT THE CONSTRUCTION OF BUILDINGS IN EXCESS OF 50,000 SQUARE FEET WITHIN THE INDUSTRIAL PARK (IP) DISTRICT.

MOTION: Moved by Council Member Williams, seconded by Council Member Kennedy, to adopt Ordinance No. 873 at second reading. Motion carried 5-0.

**O. CITY MANAGER'S STAFF REPORTS
CITY COUNCIL**

The following items have no legal publication or posting requirements.

*** DRAFT ***

O1. Consideration of the recommendation from the Park and Recreation Commission to name the park generally located near Ninth Street and Madrone Avenue "Los Amigos Park" and receive an update on the Park Project.

Nettie Nielsen, Community Services Director provided an overview of the staff report. She introduced Park & Recreation Commissioner Jim Hansen, who spoke on behalf of the Commission, requesting the City Council consider their recommendation to name the park "Los Amigos Park."

MOTION: Moved by Council Member Alexander, seconded by Council Member Williams, to approve the staff recommendation for Item O1. Motion carried (5-0).

P. COUNCIL BUSINESS

Q1. INTER-AGENCY UPDATES (Update by the City Council to the community on the meetings that were attended.)

Council Member Williams provided an update regarding a LAFCO meeting she had attended earlier in the day. She informed that a hearing had taken place to discuss the combination of several small fire districts in the Crestline area into one large district. She said the Board had approved the recommendation.

Council Member Alexander spoke about a Community Volunteers meeting that he had attended, and commended the Friends of the Library for their dedication to the community and their outstanding efforts to raise funds for the Library.

Q2. COUNCIL ANNOUNCEMENTS (Comments to be limited to three minutes per Council Member.)

Mayor Pro Tem Spagnolo thanked the workers at Central Park who deal with the Senior Center and the Fire Association for staging the fundraiser at Toby Keith's on Sunday, in support of the Senior Center's Food Program. He also thanked all the sponsors who helped support the event.

Mayor Michael echoed Mayor Pro Tem Spagnolo's comments and asked Fire Chief Costello to thank all the members of the Fire Association who had supported the fundraiser.

Q. IDENTIFICATION OF ITEMS FOR NEXT MEETING

No items were identified.

R. ADJOURNMENT

The meeting was adjourned at 7:36 p.m.

Respectfully submitted,

Marie Macias, MMC
Interim City Clerk Services Director

Approved: * * * * *

*** DRAFT ***

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**CITY OF RANCHO CUCAMONGA
AND
RANCHO CUCAMONGA FIRE PROTECTION DISTRICT**

Agenda Check Register

3/11/2015 through 3/24/2015

<u>Check No.</u>	<u>Check Date</u>	<u>Vendor Name</u>	<u>City</u>	<u>Fire</u>	<u>Amount</u>
AP 00356160	03/11/2015	A AND R TIRE SERVICE	6,528.82	0.00	6,528.82
AP 00356161	03/11/2015	A&V SOFTBALL	1,917.00	0.00	1,917.00
AP 00356162	03/11/2015	A'JONTUE, ROSE ANN	201.40	0.00	201.40
AP 00356163	03/11/2015	ABLE BUILDING MAINTENANCE	6,497.27	0.00	6,497.27
AP 00356164	03/11/2015	ABLETRONICS	12.91	0.00	12.91
AP 00356165	03/11/2015	ACEY DECY EQUIPMENT INC.	169.00	0.00	169.00
AP 00356166	03/11/2015	ACTIVE KIDS IN THE I.E.	705.60	0.00	705.60
AP 00356167	03/11/2015	AEF SYSTEMS CONSULTING INC	13,562.50	0.00	13,562.50
AP 00356168	03/11/2015	AEI-CASC CONSULTING	7,477.50	0.00	7,477.50
AP 00356169	03/11/2015	ALEXANDER, WILLIAM J	283.92	0.00	283.92
AP 00356170	03/11/2015	ALL CITY MANAGEMENT SERVICES INC.	19,027.45	0.00	19,027.45
AP 00356171	03/11/2015	ALLIANCE FOR INNOVATION	7,500.00	0.00	7,500.00
AP 00356172	03/11/2015	ALLIED STORAGE CONTAINERS	0.00	329.40	329.40
AP 00356173	03/11/2015	ALPHAGRAPHICS	3,038.20	0.00	3,038.20
AP 00356174	03/11/2015	ALTA LOMA SEWING CENTER	0.00	81.95	81.95
AP 00356175	03/11/2015	ALVAREZ, MARIA THERESA	76.00	0.00	76.00
AP 00356176	03/11/2015	AMERICAN PUBLIC WORKS ASSOCIATION	223.75	0.00	223.75
AP 00356177	03/11/2015	AMTECH ELEVATOR SERVICES	281.07	0.00	281.07
AP 00356178	03/11/2015	ANIMAL HEALTH & SANITARY SUPPLY	204.00	0.00	204.00
AP 00356179	03/11/2015	ANTECH DIAGNOSTICS	2,302.55	0.00	2,302.55
AP 00356180	03/11/2015	ARCHITERRA DESIGN GROUP	482.76	0.00	482.76
AP 00356181	03/11/2015	ART OF LIVING FOUNDATION	300.00	0.00	300.00
AP 00356182	03/11/2015	BANK OF AMERICA MERRILL LYNCH	0.00	389,267.68	389,267.68
AP 00356183	03/11/2015	BANUELOS, JESSICA	27.00	0.00	27.00
AP 00356184	03/11/2015	BARBARA'S ANSWERING SERVICE	572.00	0.00	572.00
AP 00356185	03/11/2015	BARBER, JASON	1,000.00	0.00	1,000.00
AP 00356186	03/11/2015	BATTERY POWER INC	2,225.20	0.00	2,225.20
AP 00356187	03/11/2015	BENNETT, MARIA	49.00	0.00	49.00
AP 00356188	03/11/2015	BERN MARIES PROMOTIONAL PRODUCTS	951.48	0.00	951.48
AP 00356189	03/11/2015	BIEDENBACH, BEVERLY	220.00	0.00	220.00
AP 00356190	03/11/2015	BIRD, LYLY	12.60	0.00	12.60
AP 00356191	03/11/2015	BISHOP COMPANY	1,548.56	0.00	1,548.56
AP 00356192	03/11/2015	BOSOWSKY, BRYAN	40.39	0.00	40.39
AP 00356193	03/11/2015	BUILDING BLOCK ENTERTAINMENT INC	1,995.00	0.00	1,995.00
AP 00356194	03/11/2015	BUSINESS MANAGEMENT DAILY	26.50	0.00	26.50
AP 00356195	03/11/2015	BUTSKO UTILITY DESIGN INC.	8,142.32	0.00	8,142.32
AP 00356196	03/11/2015	CABLE INC.	384.00	0.00	384.00
AP 00356197	03/11/2015	CAL PERS LONG TERM CARE	309.52	0.00	309.52
AP 00356198	03/11/2015	CALIFORNIA PUBLIC LIBRARY ADVOCATES	80.00	0.00	80.00
AP 00356199	03/11/2015	CAMPOS, JUDANA	222.00	0.00	222.00
AP 00356200	03/11/2015	CARQUEST AUTO PARTS	1,011.12	0.00	1,011.12
AP 00356201	03/11/2015	CARR, OLIVER	27.00	0.00	27.00
AP 00356202	03/11/2015	CARTY, DIANE	501.60	0.00	501.60
AP 00356203	03/11/2015	CASTILLO, FRANCISCO	972.00	0.00	972.00
AP 00356204	03/11/2015	CATHEDRAL OF PEACE INT'L MINISTRIES	500.00	0.00	500.00
AP 00356205	03/11/2015	CCS ORANGE COUNTY JANITORIAL INC.	35,563.17	371.85	35,935.02 ***
AP 00356206	03/11/2015	CDW-G	0.00	2,144.92	2,144.92

**CITY OF RANCHO CUCAMONGA
AND
RANCHO CUCAMONGA FIRE PROTECTION DISTRICT**

Agenda Check Register

3/11/2015 through 3/24/2015

<u>Check No.</u>	<u>Check Date</u>	<u>Vendor Name</u>	<u>City</u>	<u>Fire</u>	<u>Amount</u>
AP 00356207	03/11/2015	CHAPQUIST ENTERTAINMENT INC.	4,743.00	0.00	4,743.00
AP 00356208	03/11/2015	CHARTER COMMUNICATIONS	86.27	531.86	618.13 ***
AP 00356209	03/11/2015	CHILTON, GABRIELLE	180.00	0.00	180.00
AP 00356210	03/11/2015	CINTAS CORP. #150	3,235.57	0.00	3,235.57
AP 00356211	03/11/2015	CLARK, KAREN	112.50	0.00	112.50
AP 00356212	03/11/2015	CLAYTON, JANICE	91.04	0.00	91.04
AP 00356213	03/11/2015	CLEAN ENERGY	977.21	0.00	977.21
AP 00356214	03/11/2015	CLEAR COAST CONSTRUCTION	611.45	15,755.00	16,366.45 ***
AP 00356215	03/11/2015	CLEARWATER GRAPHICS INC	1,286.77	0.00	1,286.77
AP 00356216	03/11/2015	CLIENT FIRST CONSULTING GROUP	0.00	450.00	450.00
AP 00356217	03/11/2015	COMBINED MARTIAL SCIENCE INC	3,877.20	0.00	3,877.20
AP 00356218	03/11/2015	CONCEPT POWDER COATING	104.00	0.00	104.00
AP 00356219	03/11/2015	CONFIRE JPA	0.00	52,947.45	52,947.45
AP 00356220	03/11/2015	CONFIRMDelivery.COM	462.74	0.00	462.74
AP 00356221	03/11/2015	CORODATA MEDIA STORAGE INC	897.45	0.00	897.45
AP 00356222	03/11/2015	THE COUNSELING TEAM INTERNATIONAL	0.00	1,250.00	1,250.00
AP 00356223	03/11/2015	CROP PRODUCTION SERVICES INC	966.87	0.00	966.87
AP 00356224	03/11/2015	D & D SERVICES INC.	430.00	0.00	430.00
AP 00356225	03/11/2015	DAGHDEVIRIAN, KATHY	312.90	0.00	312.90
AP 00356226	03/11/2015	DANCE TERRIFIC	3,110.10	0.00	3,110.10
AP 00356227	03/11/2015	DAVIES, REBECCA	15.00	0.00	15.00
AP 00356228	03/11/2015	DENNIS MICHAEL FOR MAYOR	283.92	0.00	283.92
AP 00356229	03/11/2015	DEPARTMENT OF INDUSTRIAL RELATIONS	700.00	0.00	700.00
AP 00356230	03/11/2015	DEPARTMENT OF JUSTICE	6,253.00	0.00	6,253.00
AP 00356231	03/11/2015	DOUGLAS MOTORCYCLES	4,000.00	0.00	4,000.00
AP 00356232	03/11/2015	DUMBELL MAN FITNESS EQUIPMENT, THE	450.00	0.00	450.00
AP 00356233	03/11/2015	DUNN, ANN MARIE	361.80	0.00	361.80
AP 00356234	03/11/2015	EASY TO GET WIRELESS	818.00	0.00	818.00
AP 00356235	03/11/2015	EDWARD PROFESSIONAL ADVISORS	2,550.00	0.00	2,550.00
AP 00356236	03/11/2015	ELECTRONICS WAREHOUSE	86.13	0.00	86.13
AP 00356237	03/11/2015	EMPLOYMENT DEVELOPMENT DEPT.	17,820.00	0.00	17,820.00
AP 00356238	03/11/2015	ENN GEE CORP.	2,867.50	0.00	2,867.50
AP 00356239	03/11/2015	ENRIQUEZ, ALICE	76.00	0.00	76.00
AP 00356240	03/11/2015	ESKANDER, NASHAAT	20.00	0.00	20.00
AP 00356241	03/11/2015	EXPERIAN	52.00	0.00	52.00
AP 00356242	03/11/2015	EXPRESS BRAKE SUPPLY	1,395.05	0.00	1,395.05
AP 00356243	03/11/2015	FEDERAL EXPRESS CORP	110.43	0.00	110.43
AP 00356244	03/11/2015	FIRST VETERINARY SUPPLY	716.12	0.00	716.12
AP 00356245	03/11/2015	FLEET SERVICES INC.	0.00	172.74	172.74
AP 00356246	03/11/2015	FOREST CITY	900.00	0.00	900.00
AP 00356247	03/11/2015	FREUDE, DAWN	272.14	0.00	272.14
AP 00356248	03/11/2015	FRIENDS OF DIANE WILLIAMS	283.92	0.00	283.92
AP 00356249	03/11/2015	FUND RAISERS LTD	242.84	0.00	242.84
AP 00356250	03/11/2015	GATEWAY PET CEMETERY AND CREMATORY	400.00	0.00	400.00
AP 00356251	03/11/2015	GEOGRAPHICS	4,893.65	0.00	4,893.65
AP 00356252	03/11/2015	GIORDANO, MARIANNA	111.00	0.00	111.00
AP 00356253	03/11/2015	GLOBALSTAR	0.18	0.00	0.18

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**CITY OF RANCHO CUCAMONGA
AND
RANCHO CUCAMONGA FIRE PROTECTION DISTRICT**

Agenda Check Register

3/11/2015 through 3/24/2015

<u>Check No.</u>	<u>Check Date</u>	<u>Vendor Name</u>	<u>City</u>	<u>Fire</u>	<u>Amount</u>
AP 00356254	03/11/2015	GOMEZ, ROSA	250.00	0.00	250.00
AP 00356255	03/11/2015	GOODYEAR TIRE & RUBBER COMPANY	4,598.23	0.00	4,598.23
AP 00356256	03/11/2015	GRAINGER	794.48	307.74	1,102.22 ***
AP 00356257	03/11/2015	GRAPHICS FACTORY INC.	199.80	0.00	199.80
AP 00356258	03/11/2015	GRAYDON, RONALD	76.00	0.00	76.00
AP 00356259	03/11/2015	HANLON, WILLIAM C.	283.92	0.00	283.92
AP 00356260	03/11/2015	HDL COREN AND CONE	4,200.00	0.00	4,200.00
AP 00356261	03/11/2015	HEILIG, KELLY	541.50	0.00	541.50
AP 00356262	03/11/2015	HENRY SCHEIN ANIMAL HEALTH SUPPLY	1,253.27	0.00	1,253.27
AP 00356263	03/11/2015	HERITAGE EDUCATION GROUP	281.00	0.00	281.00
AP 00356264	03/11/2015	HILL'S PET NUTRITION	2,029.23	0.00	2,029.23
AP 00356265	03/11/2015	HIRSCH, COREY	90.00	0.00	90.00
AP 00356266	03/11/2015	HOME DEPOT CREDIT SERVICES 645	132.09	0.00	132.09
AP 00356267	03/11/2015	HOOD, KARYE	125.93	0.00	125.93
AP 00356268	03/11/2015	HOSE HEAVEN	586.61	0.00	586.61
AP 00356269	03/11/2015	HOSE MAN INC	89.40	0.00	89.40
AP 00356270	03/11/2015	HOYT LUMBER CO., SM	0.00	21.81	21.81
AP 00356271	03/11/2015	HUMANE SOCIETY OF SAN BERNARDINO VALLEY INC	225.00	0.00	225.00
AP 00356272	03/11/2015	IDEXX DISTRIBUTION INC	834.75	0.00	834.75
AP 00356273	03/11/2015	IGNITE ENTERPRISES, LLC	10,000.00	0.00	10,000.00
AP 00356274	03/11/2015	INDEPENDENT ROOFING CONSULTANTS	1,500.00	0.00	1,500.00
AP 00356275	03/11/2015	INDERWIESCHE, MATT	942.60	0.00	942.60
AP 00356276	03/11/2015	INLAND EMPIRE LANDSCAPE INC	3,100.00	0.00	3,100.00
AP 00356277	03/11/2015	INLAND EMPIRE TOURS AND TRANSPORTATION	1,603.00	0.00	1,603.00
AP 00356278	03/11/2015	INLAND PRESORT & MAILING SERVICES	50.72	0.00	50.72
AP 00356279	03/11/2015	INLAND VALLEY DANCE ACADEMY	2,079.70	0.00	2,079.70
AP 00356280	03/11/2015	INLAND VALLEY EMERGENCY PET CLINIC	222.50	0.00	222.50
AP 00356281	03/11/2015	INSIGHT PUBLIC SECTOR INC	8,986.03	575.83	9,561.86 ***
AP 00356282	03/11/2015	INTERVET INC	4,745.25	0.00	4,745.25
AP 00356283	03/11/2015	JDC INC	14,416.00	0.00	14,416.00
AP 00356284	03/11/2015	JOHN BURR CYCLES INC	83.98	0.00	83.98
AP 00356285	03/11/2015	JOHNNY ALLEN TENNIS ACADEMY	4,864.80	0.00	4,864.80
AP 00356286	03/11/2015	JOHNSON LIFT HYSTER	108.68	0.00	108.68
AP 00356287	03/11/2015	JONES AND MAYER, LAW OFFICES OF	1,200.00	80.00	1,280.00 ***
AP 00356288	03/11/2015	JRC HOUSING	2,885.00	0.00	2,885.00
AP 00356289	03/11/2015	KVAC ENVIRONMENTAL SERVICES INC	870.00	0.00	870.00
AP 00356290	03/11/2015	KONE INC	613.67	0.00	613.67
AP 00356291	03/11/2015	KRIEGER, ED	300.00	0.00	300.00
AP 00356292	03/11/2015	KVAC ENVIRONMENTAL SERVICES INC	0.00	50.00	50.00
AP 00356293	03/11/2015	LAKESHORE LEARNING MATERIALS	1,417.81	0.00	1,417.81
AP 00356294	03/11/2015	LAURIN, DUSTY	75.00	0.00	75.00
AP 00356295	03/11/2015	LAWSON PRODUCTS INC	0.00	1,153.66	1,153.66
AP 00356296	03/11/2015	LINDA RYAN REPORTING	1,189.50	0.00	1,189.50
AP 00356297	03/11/2015	LINGER, MARION	76.00	0.00	76.00
AP 00356298	03/11/2015	LOCAL GOVERNMENT COMMISSION	75.00	0.00	75.00
AP 00356299	03/11/2015	LOCUITO, REBECCA	27.00	0.00	27.00
AP 00356300	03/11/2015	LOS ANGELES FREIGHTLINER	47.76	0.00	47.76

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AP 00356303	03/11/2015	LOWES COMPANIES INC.	5,616.61	715.94	6,332.55 ***
AP 00356304	03/11/2015	LUI, ZEGU	75.92	0.00	75.92
AP 00356305	03/11/2015	LYNNE KENNEDY FOR CITY COUNCIL	283.92	0.00	283.92
AP 00356306	03/11/2015	MANDALA, TONY V	500.00	0.00	500.00
AP 00356307	03/11/2015	MARSHALL, SYLVIA	1,387.80	0.00	1,387.80
AP 00356308	03/11/2015	MARY S ROBERTS SPAY/NEUTER CLINIC	50.00	0.00	50.00
AP 00356309	03/11/2015	MCFADDEN DALE HARDWARE	80.57	0.00	80.57
AP 00356310	03/11/2015	MESA GRANDE ACADEMY	825.00	0.00	825.00
AP 00356311	03/11/2015	MIDWEST TAPE	461.18	0.00	461.18
AP 00356312	03/11/2015	MIJAC ALARM COMPANY	102.00	0.00	102.00
AP 00356313	03/11/2015	MOE, JOHN	168.00	0.00	168.00
AP 00356314	03/11/2015	MOFFATT, JAMES LEO	283.92	0.00	283.92
AP 00356315	03/11/2015	MORRIS, RICHARD	273.00	0.00	273.00
AP 00356316	03/11/2015	MURADIAN, LESLIE	400.00	0.00	400.00
AP 00356317	03/11/2015	NAPA AUTO PARTS	195.77	0.00	195.77
AP 00356318	03/11/2015	NINYO & MOORE	2,679.75	0.00	2,679.75
AP 00356319	03/11/2015	OCCUPATIONAL HEALTH CTRS OF CA	133.22	0.00	133.22
AP 00356321	03/11/2015	OFFICE DEPOT	8,737.46	419.41	9,156.87 ***
AP 00356322	03/11/2015	OLLAR CONSTRUCTION CO INC	10,000.00	0.00	10,000.00
AP 00356323	03/11/2015	OLS SERVICE INC.	1,241.16	0.00	1,241.16
AP 00356324	03/11/2015	ONQUE TECHNOLOGIES INC	428.93	0.00	428.93
AP 00356326	03/11/2015	ONTARIO SPAY AND NEUTER INC	2,180.00	0.00	2,180.00
AP 00356327	03/11/2015	ONTARIO WINNELSON CO	371.60	0.00	371.60
AP 00356328	03/11/2015	ONTARIO, CITY OF	115.86	0.00	115.86
AP 00356329	03/11/2015	OPARC	748.00	0.00	748.00
AP 00356330	03/11/2015	ORTIZ, ANDY	54.06	0.00	54.06
AP 00356331	03/11/2015	PACIFIC ADVANCED CIVIL ENGINEERING	10,250.00	0.00	10,250.00
AP 00356332	03/11/2015	PALMER, MARIE FRANCES	61.77	0.00	61.77
AP 00356333	03/11/2015	PATEL, TERESA	102.00	0.00	102.00
AP 00356334	03/11/2015	PATTON SALES CORP	0.00	1,111.71	1,111.71
AP 00356335	03/11/2015	PEP BOYS	70.18	0.00	70.18
AP 00356336	03/11/2015	PEREZ, GABRIEL	75.00	0.00	75.00
AP 00356337	03/11/2015	PETERSON HYDRAULICS INC	0.00	6,248.48	6,248.48
AP 00356338	03/11/2015	PETES ROAD SERVICE INC	1,530.42	0.00	1,530.42
AP 00356339	03/11/2015	PILCHER, ELENA	110.00	0.00	110.00
AP 00356340	03/11/2015	PIP PRINTING	327.08	0.00	327.08
AP 00356341	03/11/2015	PITNEY BOWES	25,000.00	0.00	25,000.00
AP 00356342	03/11/2015	POWER PLAY YOUTH ATHLETICS	910.00	0.00	910.00
AP 00356343	03/11/2015	PRECISION GYMNASTICS	2,890.30	0.00	2,890.30
AP 00356344	03/11/2015	PRIME GLASS	452.14	0.00	452.14
AP 00356345	03/11/2015	PRISTINE UNIFORMS LLC	0.00	310.99	310.99
AP 00356346	03/11/2015	PRO-PLANET INDUSTRIAL SUPPLY	652.44	0.00	652.44
AP 00356347	03/11/2015	RANCHO CUCAMONGA LIBRARY FOUNDATION	0.00	200.00	200.00
AP 00356348	03/11/2015	RANCHO REGIONAL VETERINARY HOSPITAL INC	200.00	0.00	200.00
AP 00356349	03/11/2015	RAULS AUTO TRIM INC	132.00	0.00	132.00
AP 00356350	03/11/2015	RBM LOCK AND KEY SERVICE	3.78	0.00	3.78
AP 00356351	03/11/2015	RED HELMET TRAINING INC	0.00	750.00	750.00

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AP 00356352	03/11/2015	RF WHITE CO INC	4,059.16	0.00	4,059.16
AP 00356353	03/11/2015	RICHARDS WATSON AND GERSHON	37,340.22	0.00	37,340.22
AP 00356354	03/11/2015	RIPPETOE LAW P C	20,771.92	0.00	20,771.92
AP 00356355	03/11/2015	ROBLES, RAUL P	552.00	0.00	552.00
AP 00356356	03/11/2015	ROCKN, FAKHRY	275.00	0.00	275.00
AP 00356357	03/11/2015	RODRIGUEZ INC, RY	1,796.45	0.00	1,796.45
AP 00356358	03/11/2015	SAFE DESIGNS INC	572.26	0.00	572.26
AP 00356359	03/11/2015	SAFE-ENTRY TECHNICAL INC	0.00	300.00	300.00
AP 00356360	03/11/2015	SAN BERNARDINO COUNTY SHERIFFS DEPT	724.88	0.00	724.88
AP 00356361	03/11/2015	SAN BERNARDINO COUNTY REGISTRAR OF VOTERS	60,294.00	0.00	60,294.00
AP 00356362	03/11/2015	SAN BERNARDINO CTY	0.00	10,460.56	10,460.56
AP 00356363	03/11/2015	SC FUELS	0.00	6,566.92	6,566.92
AP 00356364	03/11/2015	SCOTT F FORMAN M D	1,600.00	0.00	1,600.00
AP 00356365	03/11/2015	SECURITY BANK OF CALIFORNIA	0.00	20,487.78	20,487.78
AP 00356366	03/11/2015	SHORT LOAD CONCRETE	287.28	0.00	287.28
AP 00356367	03/11/2015	SHRED PROS	0.00	45.00	45.00
AP 00356368	03/11/2015	SIEMENS INDUSTRY INC	1,685.38	0.00	1,685.38
AP 00356369	03/11/2015	SIGMANET	17,600.00	0.00	17,600.00
AP 00356370	03/11/2015	SIGN SHOP, THE	158.76	0.00	158.76
AP 00356371	03/11/2015	SILVER, EDNA	76.00	0.00	76.00
AP 00356372	03/11/2015	SIMS, ANDREW	105.00	0.00	105.00
AP 00356373	03/11/2015	SMARTLITE	150.00	0.00	150.00
AP 00356374	03/11/2015	SO CALIF GAS COMPANY	1,084.30	234.59	1,318.89 ***
AP 00356375	03/11/2015	SO CALIF GAS COMPANY	1,578.29	0.00	1,578.29
AP 00356376	03/11/2015	SOCIAL VOCATIONAL SERVICES	3,080.00	0.00	3,080.00
AP 00356377	03/11/2015	SOUTH COAST AQMD	0.00	451.57	451.57
AP 00356381	03/11/2015	SOUTHERN CALIFORNIA EDISON	26,871.82	640.07	27,511.89 ***
AP 00356382	03/11/2015	SOUTHERN CALIFORNIA EDISON	967.47	0.00	967.47
AP 00356383	03/11/2015	SOUTHERN COUNTIES LUBRICANTS LLC	0.00	4,617.60	4,617.60
AP 00356384	03/11/2015	SOUTHLAND FARMERS MARKET ASSOC INC	1,538.00	0.00	1,538.00
AP 00356385	03/11/2015	STANDARD INSURANCE COMPANY	19,193.69	0.00	19,193.69
AP 00356386	03/11/2015	STANKEVITZ, RICHARD	25.20	0.00	25.20
AP 00356387	03/11/2015	STATE PERMITS INC	320.00	0.00	320.00
AP 00356388	03/11/2015	STERICYCLE INC	2,293.43	0.00	2,293.43
AP 00356389	03/11/2015	TERMINIX PROCESSING CENTER	0.00	162.00	162.00
AP 00356390	03/11/2015	TERRA VISTA ANIMAL HOSPITAL	375.00	0.00	375.00
AP 00356391	03/11/2015	TONG, WENDY Y	3,075.00	0.00	3,075.00
AP 00356392	03/11/2015	TORGA ELECTRIC	11,172.00	0.00	11,172.00
AP 00356393	03/11/2015	TUCKERMAN, BARB	163.84	0.00	163.84
AP 00356394	03/11/2015	TULLAR, DAVID	15.00	0.00	15.00
AP 00356395	03/11/2015	U.S. BANK PARS ACCT #6746022500	15,217.20	0.00	15,217.20
AP 00356396	03/11/2015	U.S. BANK PARS ACCT #6746022500	959.21	0.00	959.21
AP 00356397	03/11/2015	UNITED PACIFIC SERVICES INC	15,540.00	0.00	15,540.00
AP 00356398	03/11/2015	UPLAND ANIMAL HOSPITAL	175.00	0.00	175.00
AP 00356399	03/11/2015	UPS	186.00	0.00	186.00
AP 00356401	03/11/2015	VERIZON CALIFORNIA	7,104.79	414.21	7,519.00 ***
AP 00356402	03/11/2015	VICTOR MEDICAL COMPANY	3,290.34	0.00	3,290.34

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AP 00356403	03/11/2015	VICTORIA ANIMAL HOSPITAL	350.00	0.00	350.00
AP 00356404	03/11/2015	VIGILANT SOLUTIONS	9,612.00	0.00	9,612.00
AP 00356405	03/11/2015	VISION COMMUNICATIONS CO	152.88	0.00	152.88
AP 00356406	03/11/2015	VISION SERVICE PLAN CA	10,681.28	0.00	10,681.28
AP 00356407	03/11/2015	WALTERS WHOLESALE ELECTRIC CO	1,516.15	0.00	1,516.15
AP 00356408	03/11/2015	WARREN & CO INC, CARL	2,927.82	0.00	2,927.82
AP 00356409	03/11/2015	WATER MILL HOMES INC	662.00	0.00	662.00
AP 00356410	03/11/2015	WAXIE SANITARY SUPPLY	4,776.65	52.35	4,829.00 ***
AP 00356411	03/11/2015	WESTERN MEDICAL SUPPLY INC	258.12	0.00	258.12
AP 00356412	03/11/2015	WILSON AND BELL	847.56	0.00	847.56
AP 00356413	03/11/2015	WINZER CORPORATION	1,380.37	0.00	1,380.37
AP 00356414	03/11/2015	ZEP MANUFACTURING COMPANY	585.42	0.00	585.42
AP 00356415	03/11/2015	ZOETIS	179.40	0.00	179.40
AP 00356416	03/12/2015	ABC LOCKSMITHS	651.41	0.00	651.41
AP 00356417	03/12/2015	AIRGAS USA LLC	7,360.91	0.00	7,360.91
AP 00356420	03/12/2015	BRODART BOOKS	4,504.22	0.00	4,504.22
AP 00356421	03/12/2015	CALSENSE	7,841.93	0.00	7,841.93
AP 00356422	03/12/2015	CITRUS MOTORS ONTARIO INC	370.09	456.04	826.13 ***
AP 00356425	03/12/2015	CUCAMONGA VALLEY WATER DISTRICT	22,563.54	682.25	23,245.79 ***
AP 00356426	03/12/2015	DUNN EDWARDS CORPORATION	1,552.31	0.00	1,552.31
AP 00356427	03/12/2015	EMCOR SERVICE	18,095.35	0.00	18,095.35
AP 00356428	03/12/2015	EWING IRRIGATION PRODUCTS	297.01	0.00	297.01
AP 00356429	03/12/2015	FORD OF UPLAND INC	23.19	0.00	23.19
AP 00356430	03/12/2015	HOLLIDAY ROCK CO INC	2,399.72	0.00	2,399.72
AP 00356431	03/12/2015	INLAND VALLEY DAILY BULLETIN	6,909.18	0.00	6,909.18
AP 00356432	03/12/2015	IRONMAN PARTS AND SERVICES	1,600.00	0.00	1,600.00
AP 00356433	03/12/2015	KME FIRE APPARATUS	0.00	42,982.98	42,982.98
AP 00356434	03/12/2015	LIMS AUTO INC	6,240.62	0.00	6,240.62
AP 00356435	03/12/2015	MERIAL LIMITED	153.67	0.00	153.67
AP 00356436	03/12/2015	MWI VETERINARY SUPPLY	142.56	0.00	142.56
AP 00356437	03/12/2015	SIMPLOT PARTNERS	923.09	0.00	923.09
AP 00356438	03/12/2015	TARGET SPECIALTY PRODUCTS	2,603.54	0.00	2,603.54
AP 00356439	03/12/2015	UNIFIRST UNIFORM SERVICE	0.00	274.97	274.97
AP 00356440	03/12/2015	VISTA PAINT	4.06	0.00	4.06
AP 00356441	03/18/2015	10-8 RETROFIT INC.	710.73	0.00	710.73
AP 00356442	03/18/2015	909 MAGAZINE	550.00	0.00	550.00
AP 00356443	03/18/2015	ACEY DECY EQUIPMENT INC.	1,059.65	0.00	1,059.65
AP 00356444	03/18/2015	ACTIVE NETWORK, THE	2,125.00	0.00	2,125.00
AP 00356445	03/18/2015	ADAPT CONSULTING INC	0.00	644.00	644.00
AP 00356446	03/18/2015	ADOBE ANIMAL HOSPITAL	550.00	0.00	550.00
AP 00356447	03/18/2015	AFLAC GROUP INSURANCE	79.40	0.00	79.40
AP 00356448	03/18/2015	AFLAC GROUP INSURANCE	6,843.06	0.00	6,843.06
AP 00356449	03/18/2015	ALL CITIES TOOLS	161.73	0.00	161.73
AP 00356450	03/18/2015	ALLIED BARTON SECURITY SERVICES LLC	23,951.33	0.00	23,951.33
AP 00356451	03/18/2015	ALPHAGRAPHICS	1,044.13	0.00	1,044.13
AP 00356452	03/18/2015	ALVAREZ, RUBEN	500.00	0.00	500.00
AP 00356453	03/18/2015	AMERINATIONAL COMMUNITY SERVICES INC.	280.00	0.00	280.00

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AP 00356454	03/18/2015	ANIMAL DERMATOLOGY CLINIC TUSTIN	385.33	0.00	385.33
AP 00356455	03/18/2015	ARCHIBALD PET HOSPITAL	350.00	0.00	350.00
AP 00356456	03/18/2015	ARROW TRAILER SUPPLIES INC	42.88	0.00	42.88
AP 00356457	03/18/2015	AUTO AND RV SPECIALISTS INC.	84.06	0.00	84.06
AP 00356458	03/18/2015	B. STEPHEN COOPERAGE INC.	492.48	0.00	492.48
AP 00356459	03/18/2015	BALLOONS N' MORE	752.00	0.00	752.00
AP 00356460	03/18/2015	BANK OF AMERICA MERRILL LYNCH	0.00	4,341.41	4,341.41
AP 00356461	03/18/2015	BASELINE ANIMAL HOSPITAL	450.00	0.00	450.00
AP 00356462	03/18/2015	BATTERY POWER INC	489.89	0.00	489.89
AP 00356463	03/18/2015	BAYER HEALTHCARE LLC	2.18	0.00	2.18
AP 00356464	03/18/2015	BILL AND WAGS INC	109.69	0.00	109.69
AP 00356465	03/18/2015	CAL PERS LONG TERM CARE	309.52	0.00	309.52
AP 00356466	03/18/2015	CALIFORNIA BOARD OF EQUALIZATION, STATE OF	596.00	0.00	596.00
AP 00356467	03/18/2015	CALIFORNIA FRANCHISE TAX BOARD	60.00	0.00	60.00
AP 00356468	03/18/2015	CALIFORNIA FRANCHISE TAX BOARD	55.00	0.00	55.00
AP 00356469	03/18/2015	CALIFORNIA FRANCHISE TAX BOARD	50.00	0.00	50.00
AP 00356470	03/18/2015	CALIFORNIA FRANCHISE TAX BOARD	186.75	0.00	186.75
AP 00356471	03/18/2015	CALIFORNIA MUNICIPAL STATISTICS INC	450.00	0.00	450.00
AP 00356472	03/18/2015	CAPITAL ONE COMMERCIAL	901.56	3,824.15	4,725.71 ***
AP 00356473	03/18/2015	CARQUEST AUTO PARTS	141.76	0.00	141.76
AP 00356474	03/18/2015	CARSON, DANIEL	0.00	260.00	260.00
AP 00356475	03/18/2015	CENTERPOINTE CONTRACTORS	5,000.00	0.00	5,000.00
AP 00356476	03/18/2015	CINTAS CORP. #150	965.51	0.00	965.51
AP 00356477	03/18/2015	CLAREMONT COURIER	200.00	0.00	200.00
AP 00356478	03/18/2015	CLARK, KAREN	773.10	0.00	773.10
AP 00356479	03/18/2015	CLEAR COAST CONSTRUCTION	160.00	0.00	160.00
AP 00356480	03/18/2015	CLEARWATER GRAPHICS INC	4,989.60	0.00	4,989.60
AP 00356481	03/18/2015	COLD DUCK PRODUCTIONS INC.	500.00	0.00	500.00
AP 00356482	03/18/2015	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	102.06	0.00	102.06
AP 00356483	03/18/2015	CRIME SCENE STERI-CLEAN LLC	540.00	0.00	540.00
AP 00356484	03/18/2015	CROP PRODUCTION SERVICES INC	15,607.23	0.00	15,607.23
AP 00356485	03/18/2015	D & D SERVICES INC.	430.00	0.00	430.00
AP 00356486	03/18/2015	D AND K CONCRETE COMPANY	559.44	0.00	559.44
AP 00356487	03/18/2015	D.R. HORTON LOS ANGELES HOLDING CO.	220.32	0.00	220.32
AP 00356488	03/18/2015	DE LA ROSA, DIEGO	500.00	0.00	500.00
AP 00356489	03/18/2015	DEPT.OF RESOURCES RECYCLING AND RECOVERY	700.00	0.00	700.00
AP 00356490	03/18/2015	DISCOUNT TWO-WAY RADIO	1,195.94	0.00	1,195.94
AP 00356491	03/18/2015	DLIMAGING	7,043.59	0.00	7,043.59
AP 00356492	03/18/2015	DUNN, ANN MARIE	112.50	0.00	112.50
AP 00356493	03/18/2015	DURKEL, CAROL	109.76	0.00	109.76
AP 00356494	03/18/2015	ENKO SYSTEMS	4,759.30	0.00	4,759.30
AP 00356495	03/18/2015	ESI ACQUISITIONS INC	22,725.00	750.00	23,475.00 ***
AP 00356496	03/18/2015	EXPRESS BRAKE SUPPLY	76.15	0.00	76.15
AP 00356497	03/18/2015	FEDERAL EXPRESS CORP	13.65	0.00	13.65
AP 00356498	03/18/2015	FIRST CLASS HEATING & AIR	4,000.00	0.00	4,000.00
AP 00356499	03/18/2015	FIRST CLASS HEATING & AIR	500.00	0.00	500.00
AP 00356500	03/18/2015	FIRST CLASS HEATING & AIR	250.00	0.00	250.00

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AP 00356501	03/18/2015	FRAZEE PAINT CENTER	108.59	0.00	108.59
AP 00356502	03/18/2015	FRS ENVIRONMENTAL	552.00	0.00	552.00
AP 00356503	03/18/2015	GARCIA, VIVIAN	72.00	0.00	72.00
AP 00356504	03/18/2015	GATEWAY PET CEMETERY AND CREMATORY	320.00	0.00	320.00
AP 00356505	03/18/2015	GOLDEN STATE RISK MANAGEMENT AUTHORITY	112,676.00	1,127.00	113,803.00 ***
AP 00356506	03/18/2015	GRAINGER	432.57	0.00	432.57
AP 00356507	03/18/2015	H & H GENERAL CONTRACTORS INC	249,704.97	0.00	249,704.97
AP 00356508	03/18/2015	HERITAGE EDUCATION GROUP	448.00	0.00	448.00
AP 00356509	03/18/2015	HI WAY SAFETY INC	423.10	0.00	423.10
AP 00356510	03/18/2015	HILLS PET NUTRITION SALES INC	916.86	0.00	916.86
AP 00356511	03/18/2015	HOME DEPOT CREDIT SERVICES 645	673.87	0.00	673.87
AP 00356512	03/18/2015	HOSE MAN INC	311.35	0.00	311.35
AP 00356513	03/18/2015	HUMANE SOCIETY OF SAN BERNARDINO VALLEY INC	75.00	0.00	75.00
AP 00356514	03/18/2015	IE INC	101.33	0.00	101.33
AP 00356515	03/18/2015	IMPRESSIONS GOURMET CATERING	3,348.00	0.00	3,348.00
AP 00356516	03/18/2015	INDUSTRIAL SUPPLY CO INC	224.46	0.00	224.46
AP 00356517	03/18/2015	INTERNATIONAL FOOTPRINT ASSOCIATION	180.00	0.00	180.00
AP 00356518	03/18/2015	JACK E ENTER AND ASSOCIATES INC	193.50	0.00	193.50
AP 00356519	03/18/2015	JDC INC	40,201.00	0.00	40,201.00
AP 00356520	03/18/2015	JERKINS, PATRICK	0.00	114.78	114.78
AP 00356521	03/18/2015	JOHNSON LIFT HYSTER	239.26	0.00	239.26
AP 00356522	03/18/2015	JRC HOUSING	9,795.00	0.00	9,795.00
AP 00356523	03/18/2015	KENNEDY EQUIPMENT INC	1,183.00	0.00	1,183.00
AP 00356524	03/18/2015	KLAUS AND SONS	425.00	0.00	425.00
AP 00356525	03/18/2015	LAWRENCE, ASHLEY	200.00	0.00	200.00
AP 00356526	03/18/2015	LIM, REBEKAH	40.50	0.00	40.50
AP 00356527	03/18/2015	LINNELL, SHERRY	1,044.41	0.00	1,044.41
AP 00356528	03/18/2015	LITTLE BEAR PRODUCTIONS	1,400.00	0.00	1,400.00
AP 00356529	03/18/2015	LIVE OAK DOG OBEDIENCE	243.00	0.00	243.00
AP 00356530	03/18/2015	LOS ANGELES FREIGHTLINER	557.34	0.00	557.34
AP 00356531	03/18/2015	MAIN STREET SIGNS	4,194.88	0.00	4,194.88
AP 00356532	03/18/2015	MARIPOSA LANDSCAPES INC	60,086.55	4,559.98	64,646.53 ***
AP 00356533	03/18/2015	MARSHALL, SYLVIA	237.60	0.00	237.60
AP 00356534	03/18/2015	MARTINEZ TOWING	45.00	0.00	45.00
AP 00356535	03/18/2015	MATERIAL SALES UNLIMITED	1,964.30	0.00	1,964.30
AP 00356536	03/18/2015	MAXWELL, ANTHONY	24.00	0.00	24.00
AP 00356537	03/18/2015	MCFADDEN DALE HARDWARE	152.87	0.00	152.87
AP 00356538	03/18/2015	MEINEKE CAR CARE CENTER	45.00	0.00	45.00
AP 00356539	03/18/2015	MIDWEST TAPE	907.68	0.00	907.68
AP 00356540	03/18/2015	MINUTEMAN PRESS	370.98	0.00	370.98
AP 00356541	03/18/2015	MITSUBISHI ELECTRIC & ELECTRONICS USA INC	626.95	0.00	626.95
AP 00356542	03/18/2015	MOUNTAIN VIEW SMALL ENG REPAIR	2,587.73	0.00	2,587.73
AP 00356543	03/18/2015	MSA INLAND EMPIRE/DESERT CHAPTER	1,100.00	0.00	1,100.00
AP 00356544	03/18/2015	N-III INCORPORATED	831.60	0.00	831.60
AP 00356545	03/18/2015	NAPA AUTO PARTS	36.88	0.00	36.88
AP 00356546	03/18/2015	NBS	14,575.00	0.00	14,575.00
AP 00356547	03/18/2015	NEWCOMB ANDERSON MCCORMICK INC	5,295.00	3,530.00	8,825.00 ***

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AP 00356548	03/18/2015	NEXGEN	513.71	0.00	513.71
AP 00356549	03/18/2015	NEXTEL	0.00	164.97	164.97
AP 00356550	03/18/2015	OCCUPATIONAL HEALTH CTRS OF CA	2,848.00	0.00	2,848.00
AP 00356552	03/18/2015	OFFICE DEPOT	6,456.70	0.00	6,456.70
AP 00356553	03/18/2015	PACIFIC TRUCK EQUIPMENT	1,035.50	0.00	1,035.50
AP 00356554	03/18/2015	PACIFIC YOUTH SPORTS	1,288.00	0.00	1,288.00
AP 00356555	03/18/2015	PAL CAMPAIGN	10.00	0.00	10.00
AP 00356556	03/18/2015	PARS	3,500.00	0.00	3,500.00
AP 00356557	03/18/2015	PASCALE, ROBERT	75.00	0.00	75.00
AP 00356558	03/18/2015	PEP BOYS	34.54	0.00	34.54
AP 00356559	03/18/2015	PEPSI-COLA	1,377.30	0.00	1,377.30
AP 00356560	03/18/2015	PRE-PAID LEGAL SERVICES INC	84.24	0.00	84.24
AP 00356561	03/18/2015	PRO SALES GROUP INC	4,075.33	0.00	4,075.33
AP 00356562	03/18/2015	R AND R AUTOMOTIVE	1,823.23	0.00	1,823.23
AP 00356563	03/18/2015	R&H THEATRICALS	8,698.50	0.00	8,698.50
AP 00356564	03/18/2015	RANCHO CUCAMONGA QUAKES	12,100.00	0.00	12,100.00
AP 00356565	03/18/2015	RANCHO DISPOSAL SERVICES INC	160.00	0.00	160.00
AP 00356566	03/18/2015	RBM LOCK AND KEY SERVICE	42.66	0.00	42.66
AP 00356567	03/18/2015	RDO EQUIPMENT CO	55.92	0.00	55.92
AP 00356568	03/18/2015	RED WING SHOE STORE	1,134.67	0.00	1,134.67
AP 00356569	03/18/2015	RICHARDS WATSON AND GERSHON	3,290.00	0.00	3,290.00
AP 00356570	03/18/2015	RISE INTERPRETING INC	600.00	0.00	600.00
AP 00356571	03/18/2015	ROBBINS, MARLENE	53.06	0.00	53.06
AP 00356572	03/18/2015	ROBLES, RAUL P	155.00	0.00	155.00
AP 00356573	03/18/2015	RODRIGUEZ INC, RY	532.50	0.00	532.50
AP 00356574	03/18/2015	SAFEWAY SIGN COMPANY	769.01	0.00	769.01
AP 00356575	03/18/2015	SAMS CLUB/SYNCHRONY BANK	179.30	0.00	179.30
AP 00356576	03/18/2015	SAN BERNARDINO COUNTY DEPT PUBLIC WORKS	57.50	0.00	57.50
AP 00356577	03/18/2015	SAN BERNARDINO CTY AUDITOR CONTROLLER REC	25.00	0.00	25.00
AP 00356578	03/18/2015	SAN BERNARDINO, CITY OF	957.22	0.00	957.22
AP 00356579	03/18/2015	SBPEA	736.40	0.00	736.40
AP 00356580	03/18/2015	SERVICE SOLUTIONS GROUP	56.29	0.00	56.29
AP 00356581	03/18/2015	SEXTON, SHEILA	6.00	0.00	6.00
AP 00356582	03/18/2015	SHEAKLEY PENSION ADMINISTRATION	290.10	0.00	290.10
AP 00356583	03/18/2015	SHEAKLEY PENSION ADMINISTRATION	155.80	0.00	155.80
AP 00356584	03/18/2015	SHERIFFS COURT SERVICES	93.38	0.00	93.38
AP 00356585	03/18/2015	SHERIFFS COURT SERVICES	150.00	0.00	150.00
AP 00356586	03/18/2015	SHOETERIA	354.72	0.00	354.72
AP 00356587	03/18/2015	SHORT LOAD CONCRETE	319.68	0.00	319.68
AP 00356588	03/18/2015	SMITH, JENNIFER L	1,030.51	0.00	1,030.51
AP 00356589	03/18/2015	SOLAR CITY CORPORATION	7.00	0.00	7.00
AP 00356594	03/18/2015	SOUTHERN CALIFORNIA EDISON	32,734.47	1,630.03	34,364.50 ***
AP 00356595	03/18/2015	SOUTHERN CALIFORNIA EDISON	10,719.29	0.00	10,719.29
AP 00356596	03/18/2015	SOUTHLAND FARMERS MARKET ASSOC INC	905.00	0.00	905.00
AP 00356597	03/18/2015	SOUTHLAND SPORTS OFFICIALS	322.00	0.00	322.00
AP 00356598	03/18/2015	STANDARD INSURANCE COMPANY	15,853.03	0.00	15,853.03
AP 00356599	03/18/2015	STERICYCLE INC	999.71	0.00	999.71

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AP 00356600	03/18/2015	STOTZ EQUIPMENT	163.10	0.00	163.10
AP 00356601	03/18/2015	TERRA VISTA ANIMAL HOSPITAL	150.00	0.00	150.00
AP 00356602	03/18/2015	TORO TOWING	225.00	0.00	225.00
AP 00356603	03/18/2015	UNDERGROUND SVC ALERT OF SO CAL	402.00	0.00	402.00
AP 00356604	03/18/2015	UNIQUE MANAGEMENT SERVICES INC	817.44	0.00	817.44
AP 00356605	03/18/2015	UNITED PACIFIC SERVICES INC	32,176.00	0.00	32,176.00
AP 00356606	03/18/2015	UNITED ROTARY BRUSH CORPORATION	390.29	0.00	390.29
AP 00356607	03/18/2015	UNITED SITE SERVICES OF CA INC	225.91	0.00	225.91
AP 00356608	03/18/2015	UNITED WAY	161.00	0.00	161.00
AP 00356609	03/18/2015	UNIVERSAL MARTIAL ARTS CENTERS	1,148.00	0.00	1,148.00
AP 00356610	03/18/2015	UPLAND ANIMAL HOSPITAL	100.00	0.00	100.00
AP 00356611	03/18/2015	UPS	231.41	0.00	231.41
AP 00356612	03/18/2015	US POSTMASTER	220.00	0.00	220.00
AP 00356613	03/18/2015	UTILIQUEST	7,466.57	0.00	7,466.57
AP 00356614	03/18/2015	VALLEY CREST LANDSCAPE	69,119.40	0.00	69,119.40
AP 00356615	03/18/2015	VECCHIO, TOM	144.00	0.00	144.00
AP 00356616	03/18/2015	VERIZON BUSINESS SERVICES	3,937.72	0.00	3,937.72
AP 00356617	03/18/2015	VERIZON WIRELESS - LA	0.00	2,786.61	2,786.61
AP 00356618	03/18/2015	VERIZON WIRELESS - LA	494.13	0.00	494.13
AP 00356619	03/18/2015	VERRETT, WARREN	17.36	0.00	17.36
AP 00356620	03/18/2015	VICTOR MEDICAL COMPANY	1,197.08	0.00	1,197.08
AP 00356621	03/18/2015	VINCOR CONSTRUCTION INC	20,000.00	0.00	20,000.00
AP 00356622	03/18/2015	VIRTUAL PROJECT MANAGER INC	500.00	0.00	500.00
AP 00356623	03/18/2015	VISION COMMUNICATIONS CO	1,133.28	0.00	1,133.28
AP 00356624	03/18/2015	WALTERS WHOLESALE ELECTRIC CO	4,935.81	0.00	4,935.81
AP 00356625	03/18/2015	WARREN, ELIZABETH	220.00	0.00	220.00
AP 00356626	03/18/2015	WAXIE SANITARY SUPPLY	5,922.97	0.00	5,922.97
AP 00356627	03/18/2015	WESTCOAST MEDIA	900.50	0.00	900.50
AP 00356628	03/18/2015	WESTERN UNIVERSITY OF HEALTH SCIENCE	640.00	0.00	640.00
AP 00356629	03/18/2015	WESTRUX INTERNATIONAL INC	1,378.03	0.00	1,378.03
AP 00356630	03/18/2015	WOMACK, KELLI	54.00	0.00	54.00
AP 00356631	03/18/2015	WORD MILL PUBLISHING	800.00	0.00	800.00
AP 00356634	03/18/2015	XEROX CORPORATION	10,554.38	459.23	11,013.61 ***
AP 00356641	03/23/2015	BRODART BOOKS	8,226.08	0.00	8,226.08
AP 00356645	03/23/2015	CUCAMONGA VALLEY WATER DISTRICT	46,422.40	296.41	46,718.81 ***
AP 00356646	03/23/2015	INLAND VALLEY DAILY BULLETIN	1,440.00	0.00	1,440.00
AP 00356647	03/23/2015	KME FIRE APPARATUS	0.00	222.00	222.00
AP 00356648	03/23/2015	LN CURTIS AND SONS	0.00	4,679.02	4,679.02
AP 00356649	03/23/2015	ORKIN PEST CONTROL	7,241.32	0.00	7,241.32
AP 00356650	03/23/2015	SUNRISE FORD	94.31	0.00	94.31
AP 00356651	03/23/2015	SUNSTATE EQUIPMENT COMPANY LLC	614.54	0.00	614.54
AP 00356652	03/23/2015	TW TELECOM	1,408.20	0.00	1,408.20
AP 00356653	03/23/2015	UNIFIRST UNIFORM SERVICE	0.00	632.64	632.64
AP 00356654	03/23/2015	BELL, MICHAEL L.	0.00	1,560.49	1,560.49
AP 00356655	03/23/2015	LONCAR, PHILIP	0.00	920.36	920.36
AP 00356656	03/23/2015	TOWNSEND, JAMES	0.00	1,560.49	1,560.49
AP 00356657	03/23/2015	WALKER, KENNETH	0.00	246.76	246.76

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EP 00005049	03/11/2015	CHAFFEY JOINT UNION HS DISTRICT	10,000.00	0.00	10,000.00
EP 00005050	03/11/2015	EXELON GENERATION CO. LLC.	253,722.00	0.00	253,722.00
EP 00005051	03/11/2015	RIVERSIDE, CITY OF	6,294.00	0.00	6,294.00
EP 00005052	03/11/2015	SHELL ENERGY NORTH AMERICA	13,140.00	0.00	13,140.00
EP 00005053	03/11/2015	VIASYN INC	1,640.00	0.00	1,640.00
EP 00005055	03/18/2015	CALIF GOVERNMENT VEBA/RANCHO CUCAMONGA	9,250.00	0.00	9,250.00
EP 00005056	03/18/2015	NORMAN A TRAUB ASSOCIATES	10,207.62	0.00	10,207.62
EP 00005057	03/18/2015	RCCEA	1,335.00	0.00	1,335.00
EP 00005058	03/18/2015	RCPFA	9,994.40	0.00	9,994.40
EP 00005059	03/18/2015	SAN BERNARDINO COUNTY	21.00	0.00	21.00
EP 00005060	03/18/2015	SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY	181.43	0.00	181.43
EP 00005062	03/23/2015	AHUMADA, ALEXANDER R	0.00	904.08	904.08
EP 00005063	03/23/2015	ALMAND, LLOYD	0.00	615.52	615.52
EP 00005064	03/23/2015	BANTAU, VICTORIA	0.00	893.87	893.87
EP 00005065	03/23/2015	BAZAL, SUSAN	0.00	1,322.23	1,322.23
EP 00005066	03/23/2015	BERRY, DAVID	0.00	920.36	920.36
EP 00005067	03/23/2015	BROCK, ROBIN	0.00	893.87	893.87
EP 00005068	03/23/2015	CAMPBELL, GERALD	0.00	1,233.07	1,233.07
EP 00005069	03/23/2015	CARNES, KENNETH	0.00	694.69	694.69
EP 00005070	03/23/2015	CLABBY, RICHARD	0.00	920.36	920.36
EP 00005071	03/23/2015	CORCORAN, ROBERT	0.00	525.11	525.11
EP 00005072	03/23/2015	COX, KARL	0.00	615.52	615.52
EP 00005073	03/23/2015	CRANE, RALPH	0.00	1,323.48	1,323.48
EP 00005074	03/23/2015	CROSSLAND, WILBUR	0.00	469.02	469.02
EP 00005075	03/23/2015	DAGUE, JAMES	0.00	1,172.22	1,172.22
EP 00005076	03/23/2015	DE ANTONIO, SUSAN	0.00	525.11	525.11
EP 00005077	03/23/2015	DOMINICK, SAMUEL A.	0.00	893.87	893.87
EP 00005078	03/23/2015	EAGLESON, MICHAEL	0.00	1,560.49	1,560.49
EP 00005079	03/23/2015	FRITCHEY, JOHN D.	0.00	469.02	469.02
EP 00005080	03/23/2015	HEYDE, DONALD	0.00	1,172.22	1,172.22
EP 00005081	03/23/2015	INTERLICCHIA, ROSALYN	0.00	1,167.31	1,167.31
EP 00005082	03/23/2015	KILMER, STEPHEN	0.00	1,233.07	1,233.07
EP 00005083	03/23/2015	LANE, WILLIAM	0.00	1,560.49	1,560.49
EP 00005084	03/23/2015	LEE, ALLAN	0.00	1,423.44	1,423.44
EP 00005085	03/23/2015	LENZE, PAUL E	0.00	1,224.46	1,224.46
EP 00005086	03/23/2015	LONGO, JOE	0.00	173.51	173.51
EP 00005087	03/23/2015	LUTTRULL, DARRELL	0.00	694.69	694.69
EP 00005088	03/23/2015	MACKALL, BENJAMIN	0.00	173.51	173.51
EP 00005089	03/23/2015	MAYFIELD, RON	0.00	1,323.48	1,323.48
EP 00005090	03/23/2015	MCKEE, JOHN	0.00	615.52	615.52
EP 00005091	03/23/2015	MCMILLEN, LINDA	0.00	246.76	246.76
EP 00005092	03/23/2015	MCNEIL, KENNETH	0.00	969.50	969.50
EP 00005093	03/23/2015	MICHAEL, L. DENNIS	0.00	893.87	893.87
EP 00005094	03/23/2015	MORGAN, BYRON	0.00	2,277.23	2,277.23
EP 00005095	03/23/2015	MYSKOW, DENNIS	0.00	920.36	920.36
EP 00005096	03/23/2015	NAUMAN, MICHAEL	0.00	920.36	920.36
EP 00005097	03/23/2015	NEE, RON	0.00	1,757.12	1,757.12

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EP 00005098	03/23/2015	NELSON, MARY JANE	0.00	173.51	173.51
EP 00005099	03/23/2015	PLOUNG, MICHAEL J	0.00	556.94	556.94
EP 00005100	03/23/2015	POST, MICHAEL R	0.00	1,577.31	1,577.31
EP 00005101	03/23/2015	PROULX, PATRICK	0.00	1,560.49	1,560.49
EP 00005102	03/23/2015	ROEDER, JEFF	0.00	1,172.22	1,172.22
EP 00005103	03/23/2015	SALISBURY, THOMAS	0.00	893.87	893.87
EP 00005104	03/23/2015	SMITH, RONALD	0.00	920.36	920.36
EP 00005105	03/23/2015	SPAGNOLO, SAM	0.00	469.02	469.02
EP 00005106	03/23/2015	SPAIN, WILLIAM	0.00	694.69	694.69
EP 00005107	03/23/2015	SULLIVAN, JAMES	0.00	753.31	753.31
EP 00005108	03/23/2015	TAYLOR, STEVE	0.00	1,224.46	1,224.46
EP 00005109	03/23/2015	TULEY, TERRY	0.00	1,172.22	1,172.22
EP 00005110	03/23/2015	VANDERKALLEN, FRANCIS	0.00	1,192.64	1,192.64
EP 00005111	03/23/2015	WALTON, KEVIN	0.00	1,233.07	1,233.07
EP 00005112	03/23/2015	WOLFE, JACKIE	0.00	600.74	600.74
EP 00005113	03/23/2015	YOWELL, TIMOTHY A	0.00	1,323.48	1,323.48

Total City:	\$2,031,700.26
Total Fire:	\$648,604.76
Grand Total:	<u>\$2,680,305.02</u>

Note:

***** Check Number includes both City and Fire District expenditures**



STAFF REPORT

RANCHO CUCAMONGA FIRE PROTECTION DISTRICT

Date: April 1, 2015

To: President and Members of the Board of Directors
John R. Gillison, City Manager

From: Mike Costello, Fire Chief *MC*

By: Michael Courtney, Facilities Supervisor *MC*
Pam Pane, Management Analyst III
Shelley Hayes, Assistant Engineer *SH*

Subject: CONSIDERATION TO ACCEPT THE VEHICLE EXHAUST REMOVAL SYSTEM REPLACEMENT AT VARIOUS FIRE DISTRICT FACILITIES, CONTRACT NO. FD13-007 AS COMPLETE, RELEASE THE BONDS, ACCEPT A MAINTENANCE BOND, AUTHORIZE THE CITY ENGINEER TO FILE A NOTICE OF COMPLETION AND APPROVE THE FINAL CONTRACT AMOUNT OF \$375,706.87

RECOMMENDATION

It is recommended that the City Council accept Vehicle Exhaust Removal System Replacement at Various Fire District Facilities, Contract No. FD13-007, as complete, authorize the City Engineer to file a Notice of Completion, release the Faithful Performance Bond, accept a Maintenance Bond, authorize the release of the Labor and Materials Bond in the amount of \$357,537.00 six months after the recordation of said notice if no claims have been received and authorize the release of the retention in the amount of \$18,785.34 35 days after acceptance. Also approve the final contract amount of \$375,706.87.

BACKGROUND/ANALYSIS

The subject project has been completed in accordance with the approved plans and specifications and to the satisfaction of the City Engineer.

The Vehicle Exhaust Removal System Replacement at Various Fire District Facilities scope of work consisted of removal of existing nonfunctioning and poorly functioning exhaust removal system and replacing with new exhaust removal systems. Pertinent information of the project is as follows:

- Budgeted Amount: \$393,300.00
- Account Numbers: 3288501-5602
- Fire Board Approval to Advertise: February 5, 2014
- Publish dates for local paper: February 11 and 18, 2014
- Bid Opening: March 27, 2014
- Contract Award Date: April 16, 2014

FIRE BOARD STAFF REPORT

Re: VEHICLE EXHAUST REMOVAL SYSTEM REPLACEMENT AT VARIOUS FIRE DISTRICT FACILITIES

APRIL 1, 2015

PAGE 2

➤ Low Bidder:	Air Exchange, Inc.
➤ Contract Amount:	\$357,537.00
➤ Contingency:	\$35,753.70
➤ Final Contract Amount:	\$375,706.87
➤ Difference in Contract Amount:	\$18,169.87 (5.08%)

The net increase in the total cost of the project is a result of nine (9) Contract Change Orders. The notable changes that were significant to the increase of the Contract amount were adding Sliding Balancer Track Systems at Fire Stations 3, 4, and 5; adding a Vertical Stack Rail Assembly at Station 3; adding wireless transmitters; filter scrubbers; and adding tailpipe adapters at the Fire Maintenance Facility. The balancing statement accounts for deduction of the structural engineering portion of the bid.

Respectfully submitted,



Mike Costello
Fire Chief

MC/MC/PP/SH:ls

Attachment

RESOLUTION NO. FD 15-002

A RESOLUTION OF THE FIRE BOARD OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA, ACCEPTING THE VEHICLE EXHAUST REMOVAL SYSTEM REPLACEMENT AT VARIOUS FIRE DISTRICT FACILITIES, CONTRACT NO. FD13-007, AND AUTHORIZING THE FILING OF A NOTICE OF COMPLETION FOR THE WORK

WHEREAS, the Vehicle Exhaust Removal System Replacement at Various Fire District Facilities, Contract No. FD13-007, has been completed to the satisfaction of the City Engineer; and

WHEREAS, a Notice of Completion is required to be filed, certifying the work complete.

NOW, THEREFORE, the Fire Board of the City of Rancho Cucamonga hereby resolves, that the work is hereby accepted and the City Engineer is authorized to sign and file a Notice of Completion with the County Recorder of San Bernardino County.

**CITY OF RANCHO CUCAMONGA
AND
RANCHO CUCAMONGA FIRE PROTECTION DISTRICT**

Agenda Check Register

3/11/2015 through 3/24/2015

<u>Check No.</u>	<u>Check Date</u>	<u>Vendor Name</u>	<u>City</u>	<u>Fire</u>	<u>Amount</u>
AP 00356160	03/11/2015	A AND R TIRE SERVICE	6,528.82	0.00	6,528.82
AP 00356161	03/11/2015	A&V SOFTBALL	1,917.00	0.00	1,917.00
AP 00356162	03/11/2015	A'JONT'UE, ROSE ANN	201.40	0.00	201.40
AP 00356163	03/11/2015	ABLE BUILDING MAINTENANCE	6,497.27	0.00	6,497.27
AP 00356164	03/11/2015	ABLETRONICS	12.91	0.00	12.91
AP 00356165	03/11/2015	ACEY DECY EQUIPMENT INC.	169.00	0.00	169.00
AP 00356166	03/11/2015	ACTIVE KIDS IN THE I.E.	705.60	0.00	705.60
AP 00356167	03/11/2015	AEF SYSTEMS CONSULTING INC	13,562.50	0.00	13,562.50
AP 00356168	03/11/2015	AEI-CASC CONSULTING	7,477.50	0.00	7,477.50
AP 00356169	03/11/2015	ALEXANDER, WILLIAM J	283.92	0.00	283.92
AP 00356170	03/11/2015	ALL CITY MANAGEMENT SERVICES INC.	19,027.45	0.00	19,027.45
AP 00356171	03/11/2015	ALLIANCE FOR INNOVATION	7,500.00	0.00	7,500.00
AP 00356172	03/11/2015	ALLIED STORAGE CONTAINERS	0.00	329.40	329.40
AP 00356173	03/11/2015	ALPHAGRAPHICS	3,038.20	0.00	3,038.20
AP 00356174	03/11/2015	ALTA LOMA SEWING CENTER	0.00	81.95	81.95
AP 00356175	03/11/2015	ALVAREZ, MARIA THERESA	76.00	0.00	76.00
AP 00356176	03/11/2015	AMERICAN PUBLIC WORKS ASSOCIATION	223.75	0.00	223.75
AP 00356177	03/11/2015	AMTECH ELEVATOR SERVICES	281.07	0.00	281.07
AP 00356178	03/11/2015	ANIMAL HEALTH & SANITARY SUPPLY	204.00	0.00	204.00
AP 00356179	03/11/2015	ANTECH DIAGNOSTICS	2,302.55	0.00	2,302.55
AP 00356180	03/11/2015	ARCHITERRA DESIGN GROUP	482.76	0.00	482.76
AP 00356181	03/11/2015	ART OF LIVING FOUNDATION	300.00	0.00	300.00
AP 00356182	03/11/2015	BANK OF AMERICA MERRILL LYNCH	0.00	389,267.68	389,267.68
AP 00356183	03/11/2015	BANUELOS, JESSICA	27.00	0.00	27.00
AP 00356184	03/11/2015	BARBARA'S ANSWERING SERVICE	572.00	0.00	572.00
AP 00356185	03/11/2015	BARBER, JASON	1,000.00	0.00	1,000.00
AP 00356186	03/11/2015	BATTERY POWER INC	2,225.20	0.00	2,225.20
AP 00356187	03/11/2015	BENNETT, MARIA	49.00	0.00	49.00
AP 00356188	03/11/2015	BERN MARIES PROMOTIONAL PRODUCTS	951.48	0.00	951.48
AP 00356189	03/11/2015	BIEDENBACH, BEVERLY	220.00	0.00	220.00
AP 00356190	03/11/2015	BIRD, LYL Y	12.60	0.00	12.60
AP 00356191	03/11/2015	BISHOP COMPANY	1,548.56	0.00	1,548.56
AP 00356192	03/11/2015	BOSOWSKY, BRYAN	40.39	0.00	40.39
AP 00356193	03/11/2015	BUILDING BLOCK ENTERTAINMENT INC	1,995.00	0.00	1,995.00
AP 00356194	03/11/2015	BUSINESS MANAGEMENT DAILY	26.50	0.00	26.50
AP 00356195	03/11/2015	BUTSKO UTILITY DESIGN INC.	8,142.32	0.00	8,142.32
AP 00356196	03/11/2015	CABLE INC.	384.00	0.00	384.00
AP 00356197	03/11/2015	CAL PERS LONG TERM CARE	309.52	0.00	309.52
AP 00356198	03/11/2015	CALIFORNIA PUBLIC LIBRARY ADVOCATES	80.00	0.00	80.00
AP 00356199	03/11/2015	CAMPOS, JUDANA	222.00	0.00	222.00
AP 00356200	03/11/2015	CARQUEST AUTO PARTS	1,011.12	0.00	1,011.12
AP 00356201	03/11/2015	CARR, OLIVER	27.00	0.00	27.00
AP 00356202	03/11/2015	CARTY, DIANE	501.60	0.00	501.60
AP 00356203	03/11/2015	CASTILLO, FRANCISCO	972.00	0.00	972.00
AP 00356204	03/11/2015	CATHEDRAL OF PEACE INT'L MINISTRIES	500.00	0.00	500.00
AP 00356205	03/11/2015	CCS ORANGE COUNTY JANITORIAL INC.	35,563.17	371.85	35,935.02 ***
AP 00356206	03/11/2015	CDW-G	0.00	2,144.92	2,144.92

**CITY OF RANCHO CUCAMONGA
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Agenda Check Register

3/11/2015 through 3/24/2015

<u>Check No.</u>	<u>Check Date</u>	<u>Vendor Name</u>	<u>City</u>	<u>Fire</u>	<u>Amount</u>
AP 00356207	03/11/2015	CHAPQUIST ENTERTAINMENT INC.	4,743.00	0.00	4,743.00
AP 00356208	03/11/2015	CHARTER COMMUNICATIONS	86.27	531.86	618.13 ***
AP 00356209	03/11/2015	CHILTON, GABRIELLE	180.00	0.00	180.00
AP 00356210	03/11/2015	CINTAS CORP. #150	3,235.57	0.00	3,235.57
AP 00356211	03/11/2015	CLARK, KAREN	112.50	0.00	112.50
AP 00356212	03/11/2015	CLAYTON, JANICE	91.04	0.00	91.04
AP 00356213	03/11/2015	CLEAN ENERGY	977.21	0.00	977.21
AP 00356214	03/11/2015	CLEAR COAST CONSTRUCTION	611.45	15,755.00	16,366.45 ***
AP 00356215	03/11/2015	CLEARWATER GRAPHICS INC	1,286.77	0.00	1,286.77
AP 00356216	03/11/2015	CLIENT FIRST CONSULTING GROUP	0.00	450.00	450.00
AP 00356217	03/11/2015	COMBINED MARTIAL SCIENCE INC	3,877.20	0.00	3,877.20
AP 00356218	03/11/2015	CONCEPT POWDER COATING	104.00	0.00	104.00
AP 00356219	03/11/2015	CONFIRE JPA	0.00	52,947.45	52,947.45
AP 00356220	03/11/2015	CONFIRMEDELIVERY.COM	462.74	0.00	462.74
AP 00356221	03/11/2015	CORODATA MEDIA STORAGE INC	897.45	0.00	897.45
AP 00356222	03/11/2015	THE COUNSELING TEAM INTERNATIONAL	0.00	1,250.00	1,250.00
AP 00356223	03/11/2015	CROP PRODUCTION SERVICES INC	966.87	0.00	966.87
AP 00356224	03/11/2015	D & D SERVICES INC.	430.00	0.00	430.00
AP 00356225	03/11/2015	DAGHDEVIRIAN, KATHY	312.90	0.00	312.90
AP 00356226	03/11/2015	DANCE TERRIFIC	3,110.10	0.00	3,110.10
AP 00356227	03/11/2015	DAVIES, REBECCA	15.00	0.00	15.00
AP 00356228	03/11/2015	DENNIS MICHAEL FOR MAYOR	283.92	0.00	283.92
AP 00356229	03/11/2015	DEPARTMENT OF INDUSTRIAL RELATIONS	700.00	0.00	700.00
AP 00356230	03/11/2015	DEPARTMENT OF JUSTICE	6,253.00	0.00	6,253.00
AP 00356231	03/11/2015	DOUGLAS MOTORCYCLES	4,000.00	0.00	4,000.00
AP 00356232	03/11/2015	DUMBELL MAN FITNESS EQUIPMENT, THE	450.00	0.00	450.00
AP 00356233	03/11/2015	DUNN, ANN MARIE	361.80	0.00	361.80
AP 00356234	03/11/2015	EASY TO GET WIRELESS	818.00	0.00	818.00
AP 00356235	03/11/2015	EDWARD PROFESSIONAL ADVISORS	2,550.00	0.00	2,550.00
AP 00356236	03/11/2015	ELECTRONICS WAREHOUSE	86.13	0.00	86.13
AP 00356237	03/11/2015	EMPLOYMENT DEVELOPMENT DEPT.	17,820.00	0.00	17,820.00
AP 00356238	03/11/2015	ENN GEE CORP.	2,867.50	0.00	2,867.50
AP 00356239	03/11/2015	ENRIQUEZ, ALICE	76.00	0.00	76.00
AP 00356240	03/11/2015	ESKANDER, NASHAAT	20.00	0.00	20.00
AP 00356241	03/11/2015	EXPERIAN	52.00	0.00	52.00
AP 00356242	03/11/2015	EXPRESS BRAKE SUPPLY	1,395.05	0.00	1,395.05
AP 00356243	03/11/2015	FEDERAL EXPRESS CORP	110.43	0.00	110.43
AP 00356244	03/11/2015	FIRST VETERINARY SUPPLY	716.12	0.00	716.12
AP 00356245	03/11/2015	FLEET SERVICES INC.	0.00	172.74	172.74
AP 00356246	03/11/2015	FOREST CITY	900.00	0.00	900.00
AP 00356247	03/11/2015	FREUDE, DAWN	272.14	0.00	272.14
AP 00356248	03/11/2015	FRIENDS OF DIANE WILLIAMS	283.92	0.00	283.92
AP 00356249	03/11/2015	FUND RAISERS LTD	242.84	0.00	242.84
AP 00356250	03/11/2015	GATEWAY PET CEMETERY AND CREMATORY	400.00	0.00	400.00
AP 00356251	03/11/2015	GEOGRAPHICS	4,893.65	0.00	4,893.65
AP 00356252	03/11/2015	GIORDANO, MARIANNA	111.00	0.00	111.00
AP 00356253	03/11/2015	GLOBALSTAR	0.18	0.00	0.18

**CITY OF RANCHO CUCAMONGA ,
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<u>Check No.</u>	<u>Check Date</u>	<u>Vendor Name</u>	<u>City</u>	<u>Fire</u>	<u>Amount</u>
AP 00356254	03/11/2015	GOMEZ, ROSA	250.00	0.00	250.00
AP 00356255	03/11/2015	GOODYEAR TIRE & RUBBER COMPANY	4,598.23	0.00	4,598.23
AP 00356256	03/11/2015	GRAINGER	794.48	307.74	1,102.22 ***
AP 00356257	03/11/2015	GRAPHICS FACTORY INC.	199.80	0.00	199.80
AP 00356258	03/11/2015	GRAYDON, RONALD	76.00	0.00	76.00
AP 00356259	03/11/2015	HANLON, WILLIAM C.	283.92	0.00	283.92
AP 00356260	03/11/2015	HDL COREN AND CONE	4,200.00	0.00	4,200.00
AP 00356261	03/11/2015	HEILIG, KELLY	541.50	0.00	541.50
AP 00356262	03/11/2015	HENRY SCHEIN ANIMAL HEALTH SUPPLY	1,253.27	0.00	1,253.27
AP 00356263	03/11/2015	HERITAGE EDUCATION GROUP	281.00	0.00	281.00
AP 00356264	03/11/2015	HILL'S PET NUTRITION	2,029.23	0.00	2,029.23
AP 00356265	03/11/2015	HIRSCH, COREY	90.00	0.00	90.00
AP 00356266	03/11/2015	HOME DEPOT CREDIT SERVICES 645	132.09	0.00	132.09
AP 00356267	03/11/2015	HOOD, KARYE	125.93	0.00	125.93
AP 00356268	03/11/2015	HOSE HEAVEN	586.61	0.00	586.61
AP 00356269	03/11/2015	HOSE MAN INC	89.40	0.00	89.40
AP 00356270	03/11/2015	HOYT LUMBER CO., SM	0.00	21.81	21.81
AP 00356271	03/11/2015	HUMANE SOCIETY OF SAN BERNARDINO VALLEY INC	225.00	0.00	225.00
AP 00356272	03/11/2015	IDEXX DISTRIBUTION INC	834.75	0.00	834.75
AP 00356273	03/11/2015	IGNITE ENTERPRISES, LLC	10,000.00	0.00	10,000.00
AP 00356274	03/11/2015	INDEPENDENT ROOFING CONSULTANTS	1,500.00	0.00	1,500.00
AP 00356275	03/11/2015	INDERWIESCHE, MATT	942.60	0.00	942.60
AP 00356276	03/11/2015	INLAND EMPIRE LANDSCAPE INC	3,100.00	0.00	3,100.00
AP 00356277	03/11/2015	INLAND EMPIRE TOURS AND TRANSPORTATION	1,603.00	0.00	1,603.00
AP 00356278	03/11/2015	INLAND PRESORT & MAILING SERVICES	50.72	0.00	50.72
AP 00356279	03/11/2015	INLAND VALLEY DANCE ACADEMY	2,079.70	0.00	2,079.70
AP 00356280	03/11/2015	INLAND VALLEY EMERGENCY PET CLINIC	222.50	0.00	222.50
AP 00356281	03/11/2015	INSIGHT PUBLIC SECTOR INC	8,986.03	575.83	9,561.86 ***
AP 00356282	03/11/2015	INTERVET INC	4,745.25	0.00	4,745.25
AP 00356283	03/11/2015	JDC INC	14,416.00	0.00	14,416.00
AP 00356284	03/11/2015	JOHN BURR CYCLES INC	83.98	0.00	83.98
AP 00356285	03/11/2015	JOHNNY ALLEN TENNIS ACADEMY	4,864.80	0.00	4,864.80
AP 00356286	03/11/2015	JOHNSON LIFT HYSTER	108.68	0.00	108.68
AP 00356287	03/11/2015	JONES AND MAYER, LAW OFFICES OF	1,200.00	80.00	1,280.00 ***
AP 00356288	03/11/2015	JRC HOUSING	2,885.00	0.00	2,885.00
AP 00356289	03/11/2015	KVAC ENVIRONMENTAL SERVICES INC	870.00	0.00	870.00
AP 00356290	03/11/2015	KONE INC	613.67	0.00	613.67
AP 00356291	03/11/2015	KRIEGER, ED	300.00	0.00	300.00
AP 00356292	03/11/2015	KVAC ENVIRONMENTAL SERVICES INC	0.00	50.00	50.00
AP 00356293	03/11/2015	LAKESHORE LEARNING MATERIALS	1,417.81	0.00	1,417.81
AP 00356294	03/11/2015	LAURIN, DUSTY	75.00	0.00	75.00
AP 00356295	03/11/2015	LAWSON PRODUCTS INC	0.00	1,153.66	1,153.66
AP 00356296	03/11/2015	LINDA RYAN REPORTING	1,189.50	0.00	1,189.50
AP 00356297	03/11/2015	LINGER, MARION	76.00	0.00	76.00
AP 00356298	03/11/2015	LOCAL GOVERNMENT COMMISSION	75.00	0.00	75.00
AP 00356299	03/11/2015	LOCUITO, REBECCA	27.00	0.00	27.00
AP 00356300	03/11/2015	LOS ANGELES FREIGHTLINER	47.76	0.00	47.76

**CITY OF RANCHO CUCAMONGA
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AP 00356303	03/11/2015	LOWES COMPANIES INC.	5,616.61	715.94	6,332.55 ***
AP 00356304	03/11/2015	LUI, ZEGU	75.92	0.00	75.92
AP 00356305	03/11/2015	LYNNE KENNEDY FOR CITY COUNCIL	283.92	0.00	283.92
AP 00356306	03/11/2015	MANDALA, TONY V	500.00	0.00	500.00
AP 00356307	03/11/2015	MARSHALL, SYLVIA	1,387.80	0.00	1,387.80
AP 00356308	03/11/2015	MARY S ROBERTS SPAY/NEUTER CLINIC	50.00	0.00	50.00
AP 00356309	03/11/2015	MCFADDEN DALE HARDWARE	80.57	0.00	80.57
AP 00356310	03/11/2015	MESA GRANDE ACADEMY	825.00	0.00	825.00
AP 00356311	03/11/2015	MIDWEST TAPE	461.18	0.00	461.18
AP 00356312	03/11/2015	MIJAC ALARM COMPANY	102.00	0.00	102.00
AP 00356313	03/11/2015	MOE, JOHN	168.00	0.00	168.00
AP 00356314	03/11/2015	MOFFATT, JAMES LEO	283.92	0.00	283.92
AP 00356315	03/11/2015	MORRIS, RICHARD	273.00	0.00	273.00
AP 00356316	03/11/2015	MURADIAN, LESLIE	400.00	0.00	400.00
AP 00356317	03/11/2015	NAPA AUTO PARTS	195.77	0.00	195.77
AP 00356318	03/11/2015	NINYO & MOORE	2,679.75	0.00	2,679.75
AP 00356319	03/11/2015	OCCUPATIONAL HEALTH CTRS OF CA	133.22	0.00	133.22
AP 00356321	03/11/2015	OFFICE DEPOT	8,737.46	419.41	9,156.87 ***
AP 00356322	03/11/2015	OLLAR CONSTRUCTION CO INC	10,000.00	0.00	10,000.00
AP 00356323	03/11/2015	OLS SERVICE INC.	1,241.16	0.00	1,241.16
AP 00356324	03/11/2015	ONQUE TECHNOLOGIES INC	428.93	0.00	428.93
AP 00356326	03/11/2015	ONTARIO SPAY AND NEUTER INC	2,180.00	0.00	2,180.00
AP 00356327	03/11/2015	ONTARIO WINNELSON CO	371.60	0.00	371.60
AP 00356328	03/11/2015	ONTARIO, CITY OF	115.86	0.00	115.86
AP 00356329	03/11/2015	OPARC	748.00	0.00	748.00
AP 00356330	03/11/2015	ORTIZ, ANDY	54.06	0.00	54.06
AP 00356331	03/11/2015	PACIFIC ADVANCED CIVIL ENGINEERING	10,250.00	0.00	10,250.00
AP 00356332	03/11/2015	PALMER, MARIE FRANCES	61.77	0.00	61.77
AP 00356333	03/11/2015	PATEL, TERESA	102.00	0.00	102.00
AP 00356334	03/11/2015	PATTON SALES CORP	0.00	1,111.71	1,111.71
AP 00356335	03/11/2015	PEP BOYS	70.18	0.00	70.18
AP 00356336	03/11/2015	PEREZ, GABRIEL	75.00	0.00	75.00
AP 00356337	03/11/2015	PETERSON HYDRAULICS INC	0.00	6,248.48	6,248.48
AP 00356338	03/11/2015	PETES ROAD SERVICE INC	1,530.42	0.00	1,530.42
AP 00356339	03/11/2015	PILCHER, ELENA	110.00	0.00	110.00
AP 00356340	03/11/2015	PIP PRINTING	327.08	0.00	327.08
AP 00356341	03/11/2015	PITNEY BOWES	25,000.00	0.00	25,000.00
AP 00356342	03/11/2015	POWER PLAY YOUTH ATHLETICS	910.00	0.00	910.00
AP 00356343	03/11/2015	PRECISION GYMNASTICS	2,890.30	0.00	2,890.30
AP 00356344	03/11/2015	PRIME GLASS	452.14	0.00	452.14
AP 00356345	03/11/2015	PRISTINE UNIFORMS LLC	0.00	310.99	310.99
AP 00356346	03/11/2015	PRO-PLANET INDUSTRIAL SUPPLY	652.44	0.00	652.44
AP 00356347	03/11/2015	RANCHO CUCAMONGA LIBRARY FOUNDATION	0.00	200.00	200.00
AP 00356348	03/11/2015	RANCHO REGIONAL VETERINARY HOSPITAL INC	200.00	0.00	200.00
AP 00356349	03/11/2015	RAULS AUTO TRIM INC	132.00	0.00	132.00
AP 00356350	03/11/2015	RBM LOCK AND KEY SERVICE	3.78	0.00	3.78
AP 00356351	03/11/2015	RED HELMET TRAINING INC	0.00	750.00	750.00

**CITY OF RANCHO CUCAMONGA
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AP 00356352	03/11/2015	RF WHITE CO INC	4,059.16	0.00	4,059.16
AP 00356353	03/11/2015	RICHARDS WATSON AND GERSHON	37,340.22	0.00	37,340.22
AP 00356354	03/11/2015	RIPPETOE LAW P C	20,771.92	0.00	20,771.92
AP 00356355	03/11/2015	ROBLES, RAUL P	552.00	0.00	552.00
AP 00356356	03/11/2015	ROCKN, FAKHRY	275.00	0.00	275.00
AP 00356357	03/11/2015	RODRIGUEZ INC, RY	1,796.45	0.00	1,796.45
AP 00356358	03/11/2015	SAFE DESIGNS INC	572.26	0.00	572.26
AP 00356359	03/11/2015	SAFE-ENTRY TECHNICAL INC	0.00	300.00	300.00
AP 00356360	03/11/2015	SAN BERNARDINO COUNTY SHERIFFS DEPT	724.88	0.00	724.88
AP 00356361	03/11/2015	SAN BERNARDINO COUNTY REGISTRAR OF VOTERS	60,294.00	0.00	60,294.00
AP 00356362	03/11/2015	SAN BERNARDINO CTY	0.00	10,460.56	10,460.56
AP 00356363	03/11/2015	SC FUELS	0.00	6,566.92	6,566.92
AP 00356364	03/11/2015	SCOTT F FORMAN M D	1,600.00	0.00	1,600.00
AP 00356365	03/11/2015	SECURITY BANK OF CALIFORNIA	0.00	20,487.78	20,487.78
AP 00356366	03/11/2015	SHORT LOAD CONCRETE	287.28	0.00	287.28
AP 00356367	03/11/2015	SHRED PROS	0.00	45.00	45.00
AP 00356368	03/11/2015	SIEMENS INDUSTRY INC	1,685.38	0.00	1,685.38
AP 00356369	03/11/2015	SIGMANET	17,600.00	0.00	17,600.00
AP 00356370	03/11/2015	SIGN SHOP, THE	158.76	0.00	158.76
AP 00356371	03/11/2015	SILVER, EDNA	76.00	0.00	76.00
AP 00356372	03/11/2015	SIMS, ANDREW	105.00	0.00	105.00
AP 00356373	03/11/2015	SMARTLITE	150.00	0.00	150.00
AP 00356374	03/11/2015	SO CALIF GAS COMPANY	1,084.30	234.59	1,318.89 ***
AP 00356375	03/11/2015	SO CALIF GAS COMPANY	1,578.29	0.00	1,578.29
AP 00356376	03/11/2015	SOCIAL VOCATIONAL SERVICES	3,080.00	0.00	3,080.00
AP 00356377	03/11/2015	SOUTH COAST AQMD	0.00	451.57	451.57
AP 00356381	03/11/2015	SOUTHERN CALIFORNIA EDISON	26,871.82	640.07	27,511.89 ***
AP 00356382	03/11/2015	SOUTHERN CALIFORNIA EDISON	967.47	0.00	967.47
AP 00356383	03/11/2015	SOUTHERN COUNTIES LUBRICANTS LLC	0.00	4,617.60	4,617.60
AP 00356384	03/11/2015	SOUTHLAND FARMERS MARKET ASSOC INC	1,538.00	0.00	1,538.00
AP 00356385	03/11/2015	STANDARD INSURANCE COMPANY	19,193.69	0.00	19,193.69
AP 00356386	03/11/2015	STANKEVITZ, RICHARD	25.20	0.00	25.20
AP 00356387	03/11/2015	STATE PERMITS INC	320.00	0.00	320.00
AP 00356388	03/11/2015	STERICYCLE INC	2,293.43	0.00	2,293.43
AP 00356389	03/11/2015	TERMINIX PROCESSING CENTER	0.00	162.00	162.00
AP 00356390	03/11/2015	TERRA VISTA ANIMAL HOSPITAL	375.00	0.00	375.00
AP 00356391	03/11/2015	TONG, WENDY Y	3,075.00	0.00	3,075.00
AP 00356392	03/11/2015	TORGA ELECTRIC	11,172.00	0.00	11,172.00
AP 00356393	03/11/2015	TUCKERMAN, BARB	163.84	0.00	163.84
AP 00356394	03/11/2015	TULLAR, DAVID	15.00	0.00	15.00
AP 00356395	03/11/2015	U.S. BANK PARS ACCT #6746022500	15,217.20	0.00	15,217.20
AP 00356396	03/11/2015	U.S. BANK PARS ACCT #6746022500	959.21	0.00	959.21
AP 00356397	03/11/2015	UNITED PACIFIC SERVICES INC	15,540.00	0.00	15,540.00
AP 00356398	03/11/2015	UPLAND ANIMAL HOSPITAL	175.00	0.00	175.00
AP 00356399	03/11/2015	UPS	186.00	0.00	186.00
AP 00356401	03/11/2015	VERIZON CALIFORNIA	7,104.79	414.21	7,519.00 ***
AP 00356402	03/11/2015	VICTOR MEDICAL COMPANY	3,290.34	0.00	3,290.34

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AP 00356403	03/11/2015	VICTORIA ANIMAL HOSPITAL	350.00	0.00	350.00
AP 00356404	03/11/2015	VIGILANT SOLUTIONS	9,612.00	0.00	9,612.00
AP 00356405	03/11/2015	VISION COMMUNICATIONS CO	152.88	0.00	152.88
AP 00356406	03/11/2015	VISION SERVICE PLAN CA	10,681.28	0.00	10,681.28
AP 00356407	03/11/2015	WALTERS WHOLESALE ELECTRIC CO	1,516.15	0.00	1,516.15
AP 00356408	03/11/2015	WARREN & CO INC, CARL	2,927.82	0.00	2,927.82
AP 00356409	03/11/2015	WATER MILL HOMES INC	662.00	0.00	662.00
AP 00356410	03/11/2015	WAXIE SANITARY SUPPLY	4,776.65	52.35	4,829.00 ***
AP 00356411	03/11/2015	WESTERN MEDICAL SUPPLY INC	258.12	0.00	258.12
AP 00356412	03/11/2015	WILSON AND BELL	847.56	0.00	847.56
AP 00356413	03/11/2015	WINZER CORPORATION	1,380.37	0.00	1,380.37
AP 00356414	03/11/2015	ZEP MANUFACTURING COMPANY	585.42	0.00	585.42
AP 00356415	03/11/2015	ZOETIS	179.40	0.00	179.40
AP 00356416	03/12/2015	ABC LOCKSMITHS	651.41	0.00	651.41
AP 00356417	03/12/2015	AIRGAS USA LLC	7,360.91	0.00	7,360.91
AP 00356420	03/12/2015	BRODART BOOKS	4,504.22	0.00	4,504.22
AP 00356421	03/12/2015	CALSENSE	7,841.93	0.00	7,841.93
AP 00356422	03/12/2015	CITRUS MOTORS ONTARIO INC	370.09	456.04	826.13 ***
AP 00356425	03/12/2015	CUCAMONGA VALLEY WATER DISTRICT	22,563.54	682.25	23,245.79 ***
AP 00356426	03/12/2015	DUNN EDWARDS CORPORATION	1,552.31	0.00	1,552.31
AP 00356427	03/12/2015	EMCOR SERVICE	18,095.35	0.00	18,095.35
AP 00356428	03/12/2015	EWING IRRIGATION PRODUCTS	297.01	0.00	297.01
AP 00356429	03/12/2015	FORD OF UPLAND INC	23.19	0.00	23.19
AP 00356430	03/12/2015	HOLLIDAY ROCK CO INC	2,399.72	0.00	2,399.72
AP 00356431	03/12/2015	INLAND VALLEY DAILY BULLETIN	6,909.18	0.00	6,909.18
AP 00356432	03/12/2015	IRONMAN PARTS AND SERVICES	1,600.00	0.00	1,600.00
AP 00356433	03/12/2015	KME FIRE APPARATUS	0.00	42,982.98	42,982.98
AP 00356434	03/12/2015	LIMS AUTO INC	6,240.62	0.00	6,240.62
AP 00356435	03/12/2015	MERIAL LIMITED	153.67	0.00	153.67
AP 00356436	03/12/2015	MWI VETERINARY SUPPLY	142.56	0.00	142.56
AP 00356437	03/12/2015	SIMPLOT PARTNERS	923.09	0.00	923.09
AP 00356438	03/12/2015	TARGET SPECIALTY PRODUCTS	2,603.54	0.00	2,603.54
AP 00356439	03/12/2015	UNIFIRST UNIFORM SERVICE	0.00	274.97	274.97
AP 00356440	03/12/2015	VISTA PAINT	4.06	0.00	4.06
AP 00356441	03/18/2015	10-8 RETROFIT INC.	710.73	0.00	710.73
AP 00356442	03/18/2015	909 MAGAZINE	550.00	0.00	550.00
AP 00356443	03/18/2015	ACEY DECY EQUIPMENT INC.	1,059.65	0.00	1,059.65
AP 00356444	03/18/2015	ACTIVE NETWORK, THE	2,125.00	0.00	2,125.00
AP 00356445	03/18/2015	ADAPT CONSULTING INC	0.00	644.00	644.00
AP 00356446	03/18/2015	ADOBE ANIMAL HOSPITAL	550.00	0.00	550.00
AP 00356447	03/18/2015	AFLAC GROUP INSURANCE	79.40	0.00	79.40
AP 00356448	03/18/2015	AFLAC GROUP INSURANCE	6,843.06	0.00	6,843.06
AP 00356449	03/18/2015	ALL CITIES TOOLS	161.73	0.00	161.73
AP 00356450	03/18/2015	ALLIED BARTON SECURITY SERVICES LLC	23,951.33	0.00	23,951.33
AP 00356451	03/18/2015	ALPHAGRAPHICS	1,044.13	0.00	1,044.13
AP 00356452	03/18/2015	ALVAREZ, RUBEN	500.00	0.00	500.00
AP 00356453	03/18/2015	AMERINATIONAL COMMUNITY SERVICES INC.	280.00	0.00	280.00

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AP 00356454	03/18/2015	ANIMAL DERMATOLOGY CLINIC TUSTIN	385.33	0.00	385.33
AP 00356455	03/18/2015	ARCHIBALD PET HOSPITAL	350.00	0.00	350.00
AP 00356456	03/18/2015	ARROW TRAILER SUPPLIES INC	42.88	0.00	42.88
AP 00356457	03/18/2015	AUTO AND RV SPECIALISTS INC.	84.06	0.00	84.06
AP 00356458	03/18/2015	B. STEPHEN COOPERAGE INC.	492.48	0.00	492.48
AP 00356459	03/18/2015	BALLOONS N' MORE	752.00	0.00	752.00
AP 00356460	03/18/2015	BANK OF AMERICA MERRILL LYNCH	0.00	4,341.41	4,341.41
AP 00356461	03/18/2015	BASELINE ANIMAL HOSPITAL	450.00	0.00	450.00
AP 00356462	03/18/2015	BATTERY POWER INC	489.89	0.00	489.89
AP 00356463	03/18/2015	BAYER HEALTHCARE LLC	2.18	0.00	2.18
AP 00356464	03/18/2015	BILL AND WAGS INC	109.69	0.00	109.69
AP 00356465	03/18/2015	CAL PERS LONG TERM CARE	309.52	0.00	309.52
AP 00356466	03/18/2015	CALIFORNIA BOARD OF EQUALIZATION, STATE OF	596.00	0.00	596.00
AP 00356467	03/18/2015	CALIFORNIA FRANCHISE TAX BOARD	60.00	0.00	60.00
AP 00356468	03/18/2015	CALIFORNIA FRANCHISE TAX BOARD	55.00	0.00	55.00
AP 00356469	03/18/2015	CALIFORNIA FRANCHISE TAX BOARD	50.00	0.00	50.00
AP 00356470	03/18/2015	CALIFORNIA FRANCHISE TAX BOARD	186.75	0.00	186.75
AP 00356471	03/18/2015	CALIFORNIA MUNICIPAL STATISTICS INC	450.00	0.00	450.00
AP 00356472	03/18/2015	CAPITAL ONE COMMERCIAL	901.56	3,824.15	4,725.71 ***
AP 00356473	03/18/2015	CARQUEST AUTO PARTS	141.76	0.00	141.76
AP 00356474	03/18/2015	CARSON, DANIEL	0.00	260.00	260.00
AP 00356475	03/18/2015	CENTERPOINTE CONTRACTORS	5,000.00	0.00	5,000.00
AP 00356476	03/18/2015	CINTAS CORP. #150	965.51	0.00	965.51
AP 00356477	03/18/2015	CLAREMONT COURIER	200.00	0.00	200.00
AP 00356478	03/18/2015	CLARK, KAREN	773.10	0.00	773.10
AP 00356479	03/18/2015	CLEAR COAST CONSTRUCTION	160.00	0.00	160.00
AP 00356480	03/18/2015	CLEARWATER GRAPHICS INC	4,989.60	0.00	4,989.60
AP 00356481	03/18/2015	COLD DUCK PRODUCTIONS INC.	500.00	0.00	500.00
AP 00356482	03/18/2015	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	102.06	0.00	102.06
AP 00356483	03/18/2015	CRIME SCENE STERI-CLEAN LLC	540.00	0.00	540.00
AP 00356484	03/18/2015	CROP PRODUCTION SERVICES INC	15,607.23	0.00	15,607.23
AP 00356485	03/18/2015	D & D SERVICES INC.	430.00	0.00	430.00
AP 00356486	03/18/2015	D AND K CONCRETE COMPANY	559.44	0.00	559.44
AP 00356487	03/18/2015	D.R. HORTON LOS ANGELES HOLDING CO.	220.32	0.00	220.32
AP 00356488	03/18/2015	DE LA ROSA, DIEGO	500.00	0.00	500.00
AP 00356489	03/18/2015	DEPT.OF RESOURCES RECYCLING AND RECOVERY	700.00	0.00	700.00
AP 00356490	03/18/2015	DISCOUNT TWO-WAY RADIO	1,195.94	0.00	1,195.94
AP 00356491	03/18/2015	DLIMAGING	7,043.59	0.00	7,043.59
AP 00356492	03/18/2015	DUNN, ANN MARIE	112.50	0.00	112.50
AP 00356493	03/18/2015	DURKEL, CAROL	109.76	0.00	109.76
AP 00356494	03/18/2015	ENKO SYSTEMS	4,759.30	0.00	4,759.30
AP 00356495	03/18/2015	ESI ACQUISITIONS INC	22,725.00	750.00	23,475.00 ***
AP 00356496	03/18/2015	EXPRESS BRAKE SUPPLY	76.15	0.00	76.15
AP 00356497	03/18/2015	FEDERAL EXPRESS CORP	13.65	0.00	13.65
AP 00356498	03/18/2015	FIRST CLASS HEATING & AIR	4,000.00	0.00	4,000.00
AP 00356499	03/18/2015	FIRST CLASS HEATING & AIR	500.00	0.00	500.00
AP 00356500	03/18/2015	FIRST CLASS HEATING & AIR	250.00	0.00	250.00

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AP 00356501	03/18/2015	FRAZEE PAINT CENTER	108.59	0.00	108.59
AP 00356502	03/18/2015	FRS ENVIRONMENTAL	552.00	0.00	552.00
AP 00356503	03/18/2015	GARCIA, VIVIAN	72.00	0.00	72.00
AP 00356504	03/18/2015	GATEWAY PET CEMETERY AND CREMATORY	320.00	0.00	320.00
AP 00356505	03/18/2015	GOLDEN STATE RISK MANAGEMENT AUTHORITY	112,676.00	1,127.00	113,803.00 ***
AP 00356506	03/18/2015	GRAINGER	432.57	0.00	432.57
AP 00356507	03/18/2015	H & H GENERAL CONTRACTORS INC	249,704.97	0.00	249,704.97
AP 00356508	03/18/2015	HERITAGE EDUCATION GROUP	448.00	0.00	448.00
AP 00356509	03/18/2015	HI WAY SAFETY INC	423.10	0.00	423.10
AP 00356510	03/18/2015	HILLS PET NUTRITION SALES INC	916.86	0.00	916.86
AP 00356511	03/18/2015	HOME DEPOT CREDIT SERVICES 645	673.87	0.00	673.87
AP 00356512	03/18/2015	HOSE MAN INC	311.35	0.00	311.35
AP 00356513	03/18/2015	HUMANE SOCIETY OF SAN BERNARDINO VALLEY INC	75.00	0.00	75.00
AP 00356514	03/18/2015	IE INC	101.33	0.00	101.33
AP 00356515	03/18/2015	IMPRESSIONS GOURMET CATERING	3,348.00	0.00	3,348.00
AP 00356516	03/18/2015	INDUSTRIAL SUPPLY CO INC	224.46	0.00	224.46
AP 00356517	03/18/2015	INTERNATIONAL FOOTPRINT ASSOCIATION	180.00	0.00	180.00
AP 00356518	03/18/2015	JACK E ENTER AND ASSOCIATES INC	193.50	0.00	193.50
AP 00356519	03/18/2015	JDC INC	40,201.00	0.00	40,201.00
AP 00356520	03/18/2015	JERKINS, PATRICK	0.00	114.78	114.78
AP 00356521	03/18/2015	JOHNSON LIFT HYSTER	239.26	0.00	239.26
AP 00356522	03/18/2015	JRC HOUSING	9,795.00	0.00	9,795.00
AP 00356523	03/18/2015	KENNEDY EQUIPMENT INC	1,183.00	0.00	1,183.00
AP 00356524	03/18/2015	KLAUS AND SONS	425.00	0.00	425.00
AP 00356525	03/18/2015	LAWRENCE, ASHLEY	200.00	0.00	200.00
AP 00356526	03/18/2015	LIM, REBEKAH	40.50	0.00	40.50
AP 00356527	03/18/2015	LINNELL, SHERRY	1,044.41	0.00	1,044.41
AP 00356528	03/18/2015	LITTLE BEAR PRODUCTIONS	1,400.00	0.00	1,400.00
AP 00356529	03/18/2015	LIVE OAK DOG OBEDIENCE	243.00	0.00	243.00
AP 00356530	03/18/2015	LOS ANGELES FREIGHTLINER	557.34	0.00	557.34
AP 00356531	03/18/2015	MAIN STREET SIGNS	4,194.88	0.00	4,194.88
AP 00356532	03/18/2015	MARIPOSA LANDSCAPES INC	60,086.55	4,559.98	64,646.53 ***
AP 00356533	03/18/2015	MARSHALL, SYLVIA	237.60	0.00	237.60
AP 00356534	03/18/2015	MARTINEZ TOWING	45.00	0.00	45.00
AP 00356535	03/18/2015	MATERIAL SALES UNLIMITED	1,964.30	0.00	1,964.30
AP 00356536	03/18/2015	MAXWELL, ANTHONY	24.00	0.00	24.00
AP 00356537	03/18/2015	MCFADDEN DALE HARDWARE	152.87	0.00	152.87
AP 00356538	03/18/2015	MEINEKE CAR CARE CENTER	45.00	0.00	45.00
AP 00356539	03/18/2015	MIDWEST TAPE	907.68	0.00	907.68
AP 00356540	03/18/2015	MINUTEMAN PRESS	370.98	0.00	370.98
AP 00356541	03/18/2015	MINITUBISHI ELECTRIC & ELECTRONICS USA INC	626.95	0.00	626.95
AP 00356542	03/18/2015	MOUNTAIN VIEW SMALL ENG REPAIR	2,587.73	0.00	2,587.73
AP 00356543	03/18/2015	MSA INLAND EMPIRE/DESERT CHAPTER	1,100.00	0.00	1,100.00
AP 00356544	03/18/2015	N-III INCORPORATED	831.60	0.00	831.60
AP 00356545	03/18/2015	NAPA AUTO PARTS	36.88	0.00	36.88
AP 00356546	03/18/2015	NBS	14,575.00	0.00	14,575.00
AP 00356547	03/18/2015	NEWCOMB ANDERSON MCCORMICK INC	5,295.00	3,530.00	8,825.00 ***

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AP 00356548	03/18/2015	NEXGEN	513.71	0.00	513.71
AP 00356549	03/18/2015	NEXTEL	0.00	164.97	164.97
AP 00356550	03/18/2015	OCCUPATIONAL HEALTH CTRS OF CA	2,848.00	0.00	2,848.00
AP 00356552	03/18/2015	OFFICE DEPOT	6,456.70	0.00	6,456.70
AP 00356553	03/18/2015	PACIFIC TRUCK EQUIPMENT	1,035.50	0.00	1,035.50
AP 00356554	03/18/2015	PACIFIC YOUTH SPORTS	1,288.00	0.00	1,288.00
AP 00356555	03/18/2015	PAL CAMPAIGN	10.00	0.00	10.00
AP 00356556	03/18/2015	PARS	3,500.00	0.00	3,500.00
AP 00356557	03/18/2015	PASCALE, ROBERT	75.00	0.00	75.00
AP 00356558	03/18/2015	PEP BOYS	34.54	0.00	34.54
AP 00356559	03/18/2015	PEPSI-COLA	1,377.30	0.00	1,377.30
AP 00356560	03/18/2015	PRE-PAID LEGAL SERVICES INC	84.24	0.00	84.24
AP 00356561	03/18/2015	PRO SALES GROUP INC	4,075.33	0.00	4,075.33
AP 00356562	03/18/2015	R AND R AUTOMOTIVE	1,823.23	0.00	1,823.23
AP 00356563	03/18/2015	R&H THEATRICALS	8,698.50	0.00	8,698.50
AP 00356564	03/18/2015	RANCHO CUCAMONGA QUAKES	12,100.00	0.00	12,100.00
AP 00356565	03/18/2015	RANCHO DISPOSAL SERVICES INC	160.00	0.00	160.00
AP 00356566	03/18/2015	RBM LOCK AND KEY SERVICE	42.66	0.00	42.66
AP 00356567	03/18/2015	RDO EQUIPMENT CO	55.92	0.00	55.92
AP 00356568	03/18/2015	RED WING SHOE STORE	1,134.67	0.00	1,134.67
AP 00356569	03/18/2015	RICHARDS WATSON AND GERSHON	3,290.00	0.00	3,290.00
AP 00356570	03/18/2015	RISE INTERPRETING INC	600.00	0.00	600.00
AP 00356571	03/18/2015	ROBBINS, MARLENE	53.06	0.00	53.06
AP 00356572	03/18/2015	ROBLES, RAUL P	155.00	0.00	155.00
AP 00356573	03/18/2015	RODRIGUEZ INC, RY	532.50	0.00	532.50
AP 00356574	03/18/2015	SAFEWAY SIGN COMPANY	769.01	0.00	769.01
AP 00356575	03/18/2015	SAMS CLUB/SYNCHRONY BANK	179.30	0.00	179.30
AP 00356576	03/18/2015	SAN BERNARDINO COUNTY DEPT PUBLIC WORKS	57.50	0.00	57.50
AP 00356577	03/18/2015	SAN BERNARDINO CTY AUDITOR CONTROLLER REC	25.00	0.00	25.00
AP 00356578	03/18/2015	SAN BERNARDINO, CITY OF	957.22	0.00	957.22
AP 00356579	03/18/2015	SBPEA	736.40	0.00	736.40
AP 00356580	03/18/2015	SERVICE SOLUTIONS GROUP	56.29	0.00	56.29
AP 00356581	03/18/2015	SEXTON, SHEILA	6.00	0.00	6.00
AP 00356582	03/18/2015	SHEAKLEY PENSION ADMINISTATION	290.10	0.00	290.10
AP 00356583	03/18/2015	SHEAKLEY PENSION ADMINISTATION	155.80	0.00	155.80
AP 00356584	03/18/2015	SHERIFFS COURT SERVICES	93.38	0.00	93.38
AP 00356585	03/18/2015	SHERIFFS COURT SERVICES	150.00	0.00	150.00
AP 00356586	03/18/2015	SHOETERIA	354.72	0.00	354.72
AP 00356587	03/18/2015	SHORT LOAD CONCRETE	319.68	0.00	319.68
AP 00356588	03/18/2015	SMITH, JENNIFER L	1,030.51	0.00	1,030.51
AP 00356589	03/18/2015	SOLAR CITY CORPORATION	7.00	0.00	7.00
AP 00356594	03/18/2015	SOUTHERN CALIFORNIA EDISON	32,734.47	1,630.03	34,364.50 ***
AP 00356595	03/18/2015	SOUTHERN CALIFORNIA EDISON	10,719.29	0.00	10,719.29
AP 00356596	03/18/2015	SOUTHLAND FARMERS MARKET ASSOC INC	905.00	0.00	905.00
AP 00356597	03/18/2015	SOUTHLAND SPORTS OFFICIALS	322.00	0.00	322.00
AP 00356598	03/18/2015	STANDARD INSURANCE COMPANY	15,853.03	0.00	15,853.03
AP 00356599	03/18/2015	STERICYCLE INC	999.71	0.00	999.71

**CITY OF RANCHO CUCAMONGA
AND
RANCHO CUCAMONGA FIRE PROTECTION DISTRICT**

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Agenda Check Register

3/11/2015 through 3/24/2015

<u>Check No.</u>	<u>Check Date</u>	<u>Vendor Name</u>	<u>City</u>	<u>Fire</u>	<u>Amount</u>
AP 00356600	03/18/2015	STOTZ EQUIPMENT	163.10	0.00	163.10
AP 00356601	03/18/2015	TERRA VISTA ANIMAL HOSPITAL	150.00	0.00	150.00
AP 00356602	03/18/2015	TORO TOWING	225.00	0.00	225.00
AP 00356603	03/18/2015	UNDERGROUND SVC ALERT OF SO CAL	402.00	0.00	402.00
AP 00356604	03/18/2015	UNIQUE MANAGEMENT SERVICES INC	817.44	0.00	817.44
AP 00356605	03/18/2015	UNITED PACIFIC SERVICES INC	32,176.00	0.00	32,176.00
AP 00356606	03/18/2015	UNITED ROTARY BRUSH CORPORATION	390.29	0.00	390.29
AP 00356607	03/18/2015	UNITED SITE SERVICES OF CA INC	225.91	0.00	225.91
AP 00356608	03/18/2015	UNITED WAY	161.00	0.00	161.00
AP 00356609	03/18/2015	UNIVERSAL MARTIAL ARTS CENTERS	1,148.00	0.00	1,148.00
AP 00356610	03/18/2015	UPLAND ANIMAL HOSPITAL	100.00	0.00	100.00
AP 00356611	03/18/2015	UPS	231.41	0.00	231.41
AP 00356612	03/18/2015	US POSTMASTER	220.00	0.00	220.00
AP 00356613	03/18/2015	UTILIQUEST	7,466.57	0.00	7,466.57
AP 00356614	03/18/2015	VALLEY CREST LANDSCAPE	69,119.40	0.00	69,119.40
AP 00356615	03/18/2015	VECCHIO, TOM	144.00	0.00	144.00
AP 00356616	03/18/2015	VERIZON BUSINESS SERVICES	3,937.72	0.00	3,937.72
AP 00356617	03/18/2015	VERIZON WIRELESS - LA	0.00	2,786.61	2,786.61
AP 00356618	03/18/2015	VERIZON WIRELESS - LA	494.13	0.00	494.13
AP 00356619	03/18/2015	VERRETT, WARREN	17.36	0.00	17.36
AP 00356620	03/18/2015	VICTOR MEDICAL COMPANY	1,197.08	0.00	1,197.08
AP 00356621	03/18/2015	VINCOR CONSTRUCTION INC	20,000.00	0.00	20,000.00
AP 00356622	03/18/2015	VIRTUAL PROJECT MANAGER INC	500.00	0.00	500.00
AP 00356623	03/18/2015	VISION COMMUNICATIONS CO	1,133.28	0.00	1,133.28
AP 00356624	03/18/2015	WALTERS WHOLESALE ELECTRIC CO	4,935.81	0.00	4,935.81
AP 00356625	03/18/2015	WARREN, ELIZABETH	220.00	0.00	220.00
AP 00356626	03/18/2015	WAXIE SANITARY SUPPLY	5,922.97	0.00	5,922.97
AP 00356627	03/18/2015	WESTCOAST MEDIA	900.50	0.00	900.50
AP 00356628	03/18/2015	WESTERN UNIVERSITY OF HEALTH SCIENCE	640.00	0.00	640.00
AP 00356629	03/18/2015	WESTRUX INTERNATIONAL INC	1,378.03	0.00	1,378.03
AP 00356630	03/18/2015	WOMACK, KELLI	54.00	0.00	54.00
AP 00356631	03/18/2015	WORD MILL PUBLISHING	800.00	0.00	800.00
AP 00356634	03/18/2015	XEROX CORPORATION	10,554.38	459.23	11,013.61 ***
AP 00356641	03/23/2015	BRODART BOOKS	8,226.08	0.00	8,226.08
AP 00356645	03/23/2015	CUCAMONGA VALLEY WATER DISTRICT	46,422.40	296.41	46,718.81 ***
AP 00356646	03/23/2015	INLAND VALLEY DAILY BULLETIN	1,440.00	0.00	1,440.00
AP 00356647	03/23/2015	KME FIRE APPARATUS	0.00	222.00	222.00
AP 00356648	03/23/2015	LN CURTIS AND SONS	0.00	4,679.02	4,679.02
AP 00356649	03/23/2015	ORKIN PEST CONTROL	7,241.32	0.00	7,241.32
AP 00356650	03/23/2015	SUNRISE FORD	94.31	0.00	94.31
AP 00356651	03/23/2015	SUNSTATE EQUIPMENT COMPANY LLC	614.54	0.00	614.54
AP 00356652	03/23/2015	TW TELECOM	1,408.20	0.00	1,408.20
AP 00356653	03/23/2015	UNIFIRST UNIFORM SERVICE	0.00	632.64	632.64
AP 00356654	03/23/2015	BELL, MICHAEL L.	0.00	1,560.49	1,560.49
AP 00356655	03/23/2015	LONCAR, PHILIP	0.00	920.36	920.36
AP 00356656	03/23/2015	TOWNSEND, JAMES	0.00	1,560.49	1,560.49
AP 00356657	03/23/2015	WALKER, KENNETH	0.00	246.76	246.76

**CITY OF RANCHO CUCAMONGA
AND
RANCHO CUCAMONGA FIRE PROTECTION DISTRICT**

Agenda Check Register

3/11/2015 through 3/24/2015

<u>Check No.</u>	<u>Check Date</u>	<u>Vendor Name</u>	<u>City</u>	<u>Fire</u>	<u>Amount</u>
EP 00005049	03/11/2015	CHAFFEY JOINT UNION HS DISTRICT	10,000.00	0.00	10,000.00
EP 00005050	03/11/2015	EXELON GENERATION CO. LLC.	253,722.00	0.00	253,722.00
EP 00005051	03/11/2015	RIVERSIDE, CITY OF	6,294.00	0.00	6,294.00
EP 00005052	03/11/2015	SHELL ENERGY NORTH AMERICA	13,140.00	0.00	13,140.00
EP 00005053	03/11/2015	VIASYN INC	1,640.00	0.00	1,640.00
EP 00005055	03/18/2015	CALIF GOVERNMENT VEBA/RANCHO CUCAMONGA	9,250.00	0.00	9,250.00
EP 00005056	03/18/2015	NORMAN A TRAUB ASSOCIATES	10,207.62	0.00	10,207.62
EP 00005057	03/18/2015	RCCEA	1,335.00	0.00	1,335.00
EP 00005058	03/18/2015	RCPFA	9,994.40	0.00	9,994.40
EP 00005059	03/18/2015	SAN BERNARDINO COUNTY	21.00	0.00	21.00
EP 00005060	03/18/2015	SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY	181.43	0.00	181.43
EP 00005062	03/23/2015	AHUMADA, ALEXANDER R	0.00	904.08	904.08
EP 00005063	03/23/2015	ALMAND, LLOYD	0.00	615.52	615.52
EP 00005064	03/23/2015	BANTAU, VICTORIA	0.00	893.87	893.87
EP 00005065	03/23/2015	BAZAL, SUSAN	0.00	1,322.23	1,322.23
EP 00005066	03/23/2015	BERRY, DAVID	0.00	920.36	920.36
EP 00005067	03/23/2015	BROCK, ROBIN	0.00	893.87	893.87
EP 00005068	03/23/2015	CAMPBELL, GERALD	0.00	1,233.07	1,233.07
EP 00005069	03/23/2015	CARNES, KENNETH	0.00	694.69	694.69
EP 00005070	03/23/2015	CLABBY, RICHARD	0.00	920.36	920.36
EP 00005071	03/23/2015	CORCORAN, ROBERT	0.00	525.11	525.11
EP 00005072	03/23/2015	COX, KARL	0.00	615.52	615.52
EP 00005073	03/23/2015	CRANE, RALPH	0.00	1,323.48	1,323.48
EP 00005074	03/23/2015	CROSSLAND, WILBUR	0.00	469.02	469.02
EP 00005075	03/23/2015	DAGUE, JAMES	0.00	1,172.22	1,172.22
EP 00005076	03/23/2015	DE ANTONIO, SUSAN	0.00	525.11	525.11
EP 00005077	03/23/2015	DOMINICK, SAMUEL A.	0.00	893.87	893.87
EP 00005078	03/23/2015	EAGLESON, MICHAEL	0.00	1,560.49	1,560.49
EP 00005079	03/23/2015	FRITCHEY, JOHN D.	0.00	469.02	469.02
EP 00005080	03/23/2015	HEYDE, DONALD	0.00	1,172.22	1,172.22
EP 00005081	03/23/2015	INTERLICCHIA, ROSALYN	0.00	1,167.31	1,167.31
EP 00005082	03/23/2015	KILMER, STEPHEN	0.00	1,233.07	1,233.07
EP 00005083	03/23/2015	LANE, WILLIAM	0.00	1,560.49	1,560.49
EP 00005084	03/23/2015	LEE, ALLAN	0.00	1,423.44	1,423.44
EP 00005085	03/23/2015	LENZE, PAUL E	0.00	1,224.46	1,224.46
EP 00005086	03/23/2015	LONGO, JOE	0.00	173.51	173.51
EP 00005087	03/23/2015	LUTTRULL, DARRELL	0.00	694.69	694.69
EP 00005088	03/23/2015	MACKALL, BENJAMIN	0.00	173.51	173.51
EP 00005089	03/23/2015	MAYFIELD, RON	0.00	1,323.48	1,323.48
EP 00005090	03/23/2015	MCKEE, JOHN	0.00	615.52	615.52
EP 00005091	03/23/2015	MCMILLEN, LINDA	0.00	246.76	246.76
EP 00005092	03/23/2015	MCNEIL, KENNETH	0.00	969.50	969.50
EP 00005093	03/23/2015	MICHAEL, L. DENNIS	0.00	893.87	893.87
EP 00005094	03/23/2015	MORGAN, BYRON	0.00	2,277.23	2,277.23
EP 00005095	03/23/2015	MYSKOW, DENNIS	0.00	920.36	920.36
EP 00005096	03/23/2015	NAUMAN, MICHAEL	0.00	920.36	920.36
EP 00005097	03/23/2015	NEE, RON	0.00	1,757.12	1,757.12

**CITY OF RANCHO CUCAMONGA
AND
RANCHO CUCAMONGA FIRE PROTECTION DISTRICT**

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Agenda Check Register

3/11/2015 through 3/24/2015

<u>Check No.</u>	<u>Check Date</u>	<u>Vendor Name</u>	<u>City</u>	<u>Fire</u>	<u>Amount</u>
EP 00005098	03/23/2015	NELSON, MARY JANE	0.00	173.51	173.51
EP 00005099	03/23/2015	PLOUNG, MICHAEL J	0.00	556.94	556.94
EP 00005100	03/23/2015	POST, MICHAEL R	0.00	1,577.31	1,577.31
EP 00005101	03/23/2015	PROULX, PATRICK	0.00	1,560.49	1,560.49
EP 00005102	03/23/2015	ROEDER, JEFF	0.00	1,172.22	1,172.22
EP 00005103	03/23/2015	SALISBURY, THOMAS	0.00	893.87	893.87
EP 00005104	03/23/2015	SMITH, RONALD	0.00	920.36	920.36
EP 00005105	03/23/2015	SPAGNOLO, SAM	0.00	469.02	469.02
EP 00005106	03/23/2015	SPAIN, WILLIAM	0.00	694.69	694.69
EP 00005107	03/23/2015	SULLIVAN, JAMES	0.00	753.31	753.31
EP 00005108	03/23/2015	TAYLOR, STEVE	0.00	1,224.46	1,224.46
EP 00005109	03/23/2015	TULEY, TERRY	0.00	1,172.22	1,172.22
EP 00005110	03/23/2015	VANDERKALLEN, FRANCIS	0.00	1,192.64	1,192.64
EP 00005111	03/23/2015	WALTON, KEVIN	0.00	1,233.07	1,233.07
EP 00005112	03/23/2015	WOLFE, JACKIE	0.00	600.74	600.74
EP 00005113	03/23/2015	YOWELL, TIMOTHY A	0.00	1,323.48	1,323.48

Total City:	\$2,031,700.26
Total Fire:	\$648,604.76
Grand Total:	<u>\$2,680,305.02</u>

Note:

***** Check Number includes both City and Fire District expenditures**

STAFF REPORT

PUBLIC WORKS SERVICES DEPARTMENT



Date: April 1, 2015

To: Mayor and Members of the City Council
John R. Gillison, City Manager

From: William Wittkopf, Public Works Services Director

By: Dean Rodia, Parks and Landscape Superintendent
Paul Fisher, Management Analyst I

Subject: CONSIDERATION TO ACCEPT THE BIDS RECEIVED, AWARD AND AUTHORIZE THE EXECUTION OF A CONTRACT IN THE AMOUNT OF \$25,280.80 FOR THE "LMD-5 FENCE REPLACEMENT PROJECT" TO THE LOWEST RESPONSIVE BIDDER, ECONO FENCE, INC. OF RIVERSIDE, AND AUTHORIZE THE EXPENDITURE OF A CONTINGENCY IN THE AMOUNT OF \$2,528.08 TO BE FUNDED FROM ACCOUNT 1135303-5300 (LMD-5)

RECOMMENDATION

It is recommended that the City Council accept the bids received, award and authorize the execution of a contract in the amount of \$25,280.80 for the "LMD-5 Fence Replacement Project" to the lowest responsive bidder, Econo Fence, Inc. of Riverside, and authorize the expenditure of a contingency in the amount of \$2,528.08 to be funded from Account 1135303-5300 (LMD-5).

BACKGROUND/ANALYSIS

The City Council approved the plans and specifications and authorized the City Clerk to advertise the "Notice Inviting Bids" for the "LMD-5 Fence Replacement Project" during its January 21, 2015 meeting.

The existing iron fence is approximately thirty years old and does not meet current safety or ADA access standards. The fence has been refinished multiple times over the years but the hollow steel tubing has now degraded to the point where the fence is no longer structurally sound. This project calls for the removal of the existing fencing and the installation of approximately 137 linear feet of new powder coated metal fence with a four foot wide ADA compliant public access gate along the street boundary of the neighborhood playground located at the southwest corner of Andover Place and Bedford Drive. Approximately 75 linear feet of deteriorated fencing will also be replaced with a new powder coated fence on the cul-de-sac at the west end of Bedford Drive. This fence will include a 12 foot 4 inch wide gate at the end of Bedford Drive. A concrete curb will be installed along the base of both new fences to reduce the potential for future corrosion of the fence posts.

Seven (7) bids for this project were received and opened at 2:00 p.m. on Tuesday, February 24, 2015 (see attached Bid Summary). Staff has completed the required background investigation and finds that the lowest responsive bidder, Econo Fence of Riverside, has met the requirements of the bid documents.

The project is scheduled to be completed within forty-five (45) working days.

Respectfully submitted,

William Wittkopf
Public Works Services Director

Attachment
WW:DR/pf

BID SUMMARY

LMD-5 Fence Replacement
February 24, 2015 Bid Opening

BASE BID				Econo Fence, Inc. (low bidder)		JM Justus Fence Co. 2		Dunns Fence Company 3		Alcorn Fence Company 4	
Item	Description	Qty	Unit	Bid Unit Price	Price	Bid Unit Price	Price	Bid Unit Price	Price	Bid Unit Price	Price
1	Remove and Dispose of Existing Metal Fencing	1	EA	\$1,650.00	\$1,650.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,476.00	\$1,476.00
2	Install Concrete Curb per Curb Detail as shown in Appendix Item 3	212	EA	\$41.40	\$8,776.80	\$43.00	\$9,116.00	\$30.00	\$6,360.00	\$31.00	\$6,572.00
3	Install Powder Coated Fence per Fence Detail as shown in Appendix Item 4	212	EA	\$56.50	\$11,978.00	\$70.00	\$14,840.00	\$85.00	\$18,020.00	\$85.00	\$18,020.00
4	Install 4' wide Powder Coated Metal Public Access Gate with ADA Compliant Handle. The gate also requires a double cylinder Schlage compatible lock. Gate appearance to match that of Fence. Refer to the first sheet of Appendix Item 4 for Fence Detail and second sheet for picture of required lock type.	1	EA	\$1,596.00	\$1,596.00	\$2,000.00	\$2,000.00	\$1,650.00	\$1,650.00	\$1,639.00	\$1,639.00
5	Install 12' 4" wide Powder Coated Metal, Emergency Access, Double Swing Gate. Gate appearance to match that of Fence. Refer to Fence Detail on Appendix Item 4.	1	EA	\$1,280.00	\$1,280.00	\$2,300.00	\$2,300.00	\$2,550.00	\$2,550.00	\$3,269.00	\$3,269.00
Base Bid Subtotal =				\$25,280.80		\$29,256.00		\$29,580.00		\$30,976.00	

BASE BID				Fence Corp., Inc. 5		Izurietta Fence Company 6		AZ Construction, Inc. 7			
Item	Description	Qty	Unit	Bid Unit Price	Price	Bid Unit Price	Price	Bid Unit Price	Price	Bid Unit Price	Price
1	Remove and Dispose of Existing Metal Fencing	1	EA	\$3,260.00	\$3,260.00	\$0.00	\$0.00	\$3,500.00	\$3,500.00		
2	Install Concrete Curb per Curb Detail as shown in Appendix Item 3	212	EA	\$42.62	\$9,035.44	\$36.00	\$7,632.00	\$46.00	\$9,752.00		
3	Install Powder Coated Fence per Fence Detail as shown in Appendix Item 4	212	EA	\$96.30	\$20,415.60	\$118.00	\$25,016.00	\$110.00	\$23,320.00		
4	Install 4' wide Powder Coated Metal Public Access Gate with ADA Compliant Handle. The gate also requires a double cylinder Schlage compatible lock. Gate appearance to match that of Fence. Refer to the first sheet of Appendix Item 4 for Fence Detail and second sheet for picture of required lock type.	1	EA	\$335.00	\$335.00	\$800.00	\$800.00	\$1,950.00	\$1,950.00		
5	Install 12' 4" wide Powder Coated Metal, Emergency Access, Double Swing Gate. Gate appearance to match that of Fence. Refer to Fence Detail on Appendix Item 4.	1	EA	\$555.00	\$555.00	\$1,000.00	\$1,000.00	\$3,355.00	\$3,355.00		
				\$33,601.04		\$34,448.00		\$41,877.00			



STAFF REPORT

ENGINEERING SERVICES DEPARTMENT

Date: April 1, 2015
To: Mayor and Members of the City Council
 John R. Gillison, City Manager
From: Mark A. Steuer, Director of Engineering Services/City Engineer
By: Romeo M. David, Associate Engineer *RMD*
 Shelley Hayes, Assistant Engineer *SH*

Subject: CONSIDERATION TO ACCEPT THE BIDS RECEIVED AND AWARD AND AUTHORIZE THE EXECUTION OF THE CONTRACT IN THE AMOUNT OF \$111,772.20, TO THE LOWEST RESPONSIVE BIDDER, KASA CONSTRUCTION, INC., AND AUTHORIZE THE EXPENDITURE OF A 10% CONTINGENCY IN THE AMOUNT OF \$11,177.22, FOR THE ETIWANDA CREEK PARK SIDEWALK IMPROVEMENT PROJECT TO BE FUNDED FROM PARK DEVELOPMENT FUNDS, ACCOUNT NO. 1120305-5650/1861120-0

RECOMMENDATION

It is recommended that the City Council accept the bids received and award and authorize the execution of the contract in the amount of \$111,772.20, to the lowest responsive bidder, KASA Construction, Inc., and authorize the expenditure of a 10% contingency in the amount of \$11,177.22, for the Etiwanda Creek Park Sidewalk improvement Project to be funded from Park Development Funds, Account No. 1120305-5650/1861120-0.

BACKGROUND/ANALYSIS

Per previous Council action, bids were solicited, received and opened on March 10, 2015, for the subject project. The Engineer's estimate for the base bid was \$162,305.00. Staff has reviewed all bids received and found all but one to be complete and in accordance with the bid requirements with any irregularities to be inconsequential. The bid of the apparent low bidder, Wheeler Paving, was deemed non-responsive after notification from Wheeler that their bid contained a clerical error. Staff has completed the required background investigation and finds the lowest responsive bidder meets the requirements of the bid documents.

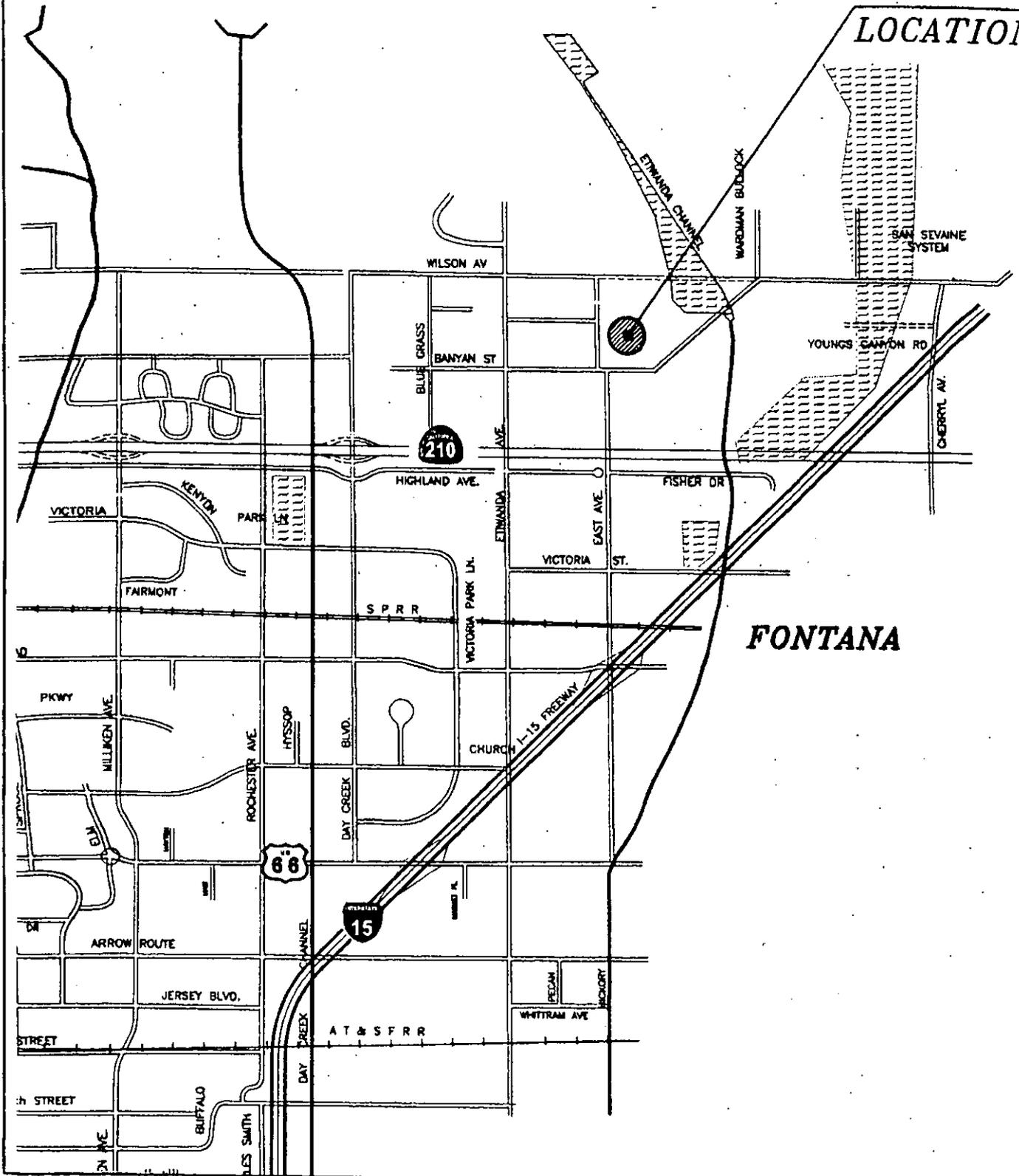
The scope of work consists of replacing some DG material, turf and dirt area with concrete sidewalks. In addition a handicap ramp will be provided for this same path of travel for ADA accessibility. Minor landscape and irrigation modifications are also included. The contract documents call for forty-five (45) working days to complete this construction.

Respectfully submitted,


 Mark A. Steuer
 Director of Engineering Services/City Engineer

MAS/RMD/SH:ls
 Attachments

PROJECT LOCATION



FONTANA



CITY OF RANCHO CUCAMONGA

**ETIWANDA CREEK PARK
SIDEWALK IMPROVEMENTS**





STAFF REPORT

ENGINEERING SERVICES DEPARTMENT

DATE: April 1, 2015

TO: Mayor and Members of the City Council
John Gillison, City Manager

FROM: Mark A. Steuer, Director of Engineering Services/City Engineer

BY: Betty Miller, Associate Engineer

SUBJECT: CONSIDERATION TO APPROVE A DRAINAGE REIMBURSEMENT AGREEMENT, DRA-43, FOR A LOCAL DRAINAGE FACILITY CONSTRUCTED IN CONJUNCTION WITH THE DEVELOPMENT OF TRACT 17651 LOCATED ON THE SOUTH SIDE OF BANYAN STREET EAST OF EAST AVENUE, SUBMITTED BY K. HOVNIANIAN HOMES

RECOMMENDATION:

It is recommended that the City Council adopt the attached resolution approving the subject reimbursement agreement for local drainage facility construction in conjunction with the development of Tract 17651, and authorizing the Mayor and the City Clerk to sign said agreement and to cause same to record.

BACKGROUND/ANALYSIS:

As a Condition of Approval of Tract Map 17651 the Developer, K. Hovnianian Homes, was required to construct a local storm drain (Line A per Drawing 2219) from the tract to an existing channel along the north side of the 210 Freeway right-of-way. The required public improvements have been completed by the Developer and accepted by the City of Rancho Cucamonga.

The Rancho Cucamonga Municipal Code provides that, when a developer in the City is required as a condition of approval of a development to construct a public facility that is determined by the City to be oversized in excess of the requirement for the proposed development, the developer shall be offered a reimbursement agreement from future development within the local drainage area. Exhibit "B" in the attached document shows the tributary area that Line A was designed to accommodate.

The Developer has submitted an itemized accounting of the construction costs of the required public storm drain and related improvements for Storm Drain Line A from Etiwanda Area Storm Drain System Line 2-1 to Gypsum Drive. City Staff has reviewed the cost data and determined the total cost of the improvements is \$286,457.00, with \$208,858.43 to be reimbursed by adjacent developers and property owners upon development of their respective properties.

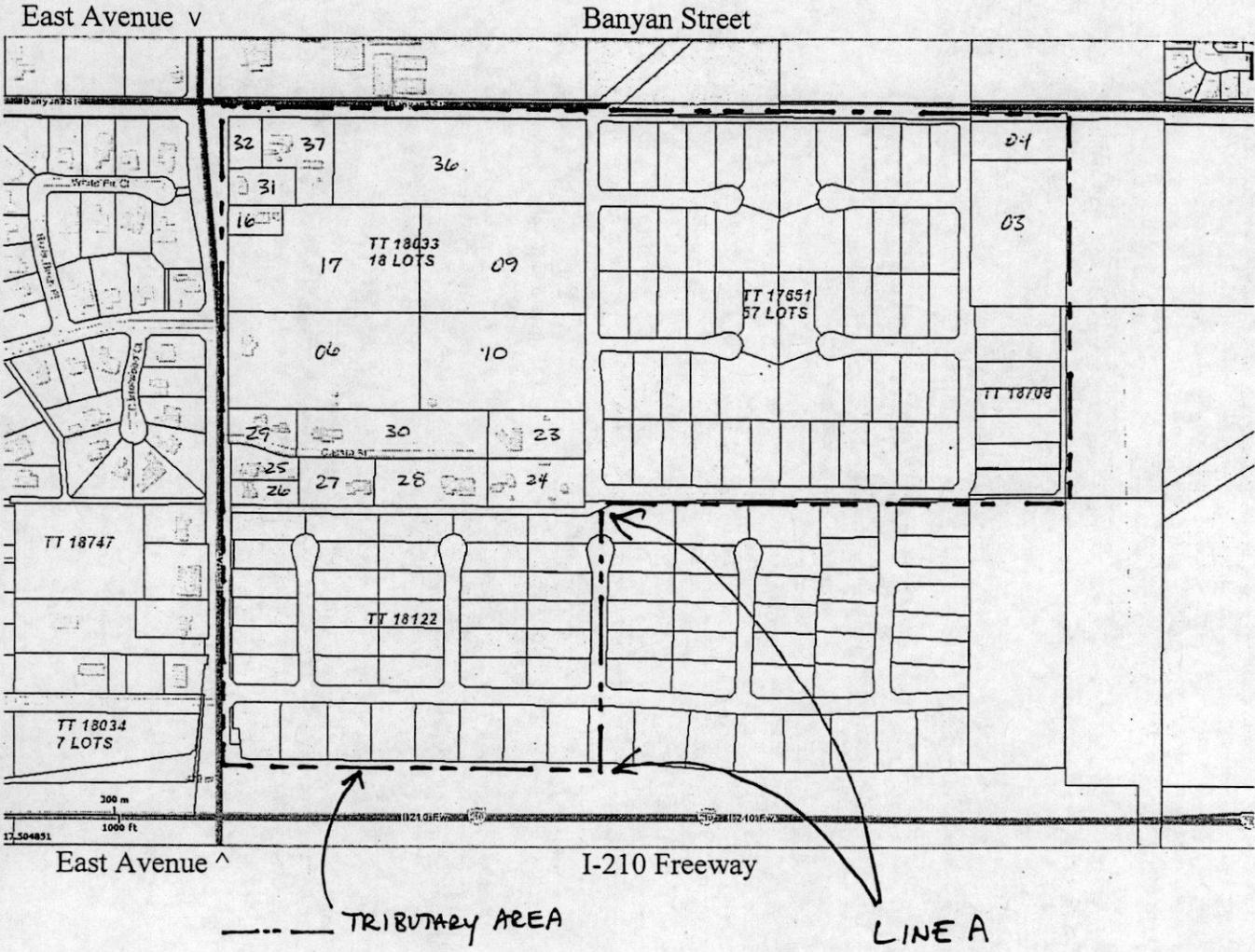
Copy of the agreement is available in the City Clerk's office.

Respectfully submitted,

Mark A. Steuer
Director of Engineering Services/City Engineer

Attachment

Map of Benefitting Properties



RESOLUTION NO. 15-045

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA, APPROVING A LOCAL DRAINAGE FACILITY REIMBURSEMENT AGREEMENT FOR LINE A SOUTH OF TRACT 17651 BETWEEN ETIWANDA AVENUE STORM DRAIN SYSTEM LINE 2-1 AND GYPSUM DRIVE, DRA-43

WHEREAS, the City Council of the City of Rancho Cucamonga has for its consideration a Reimbursement Agreement (DRA-43) submitted by K. Hovnanian as developer of Tract 17651 for construction of a local storm drain from the tract to an existing channel along the north side of the 210 Freeway right-of-way; and

WHEREAS, the Developer, at Developer's expense, has completed the required storm drain and related improvements.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA HEREBY RESOLVES, that said Reimbursement Agreement be and the same is hereby approved and the Mayor is hereby authorized to sign said Reimbursement Agreement on behalf of the City of Rancho Cucamonga, and the City Clerk attest hereto and cause said agreement to record.

STAFF REPORT

ENGINEERING SERVICES DEPARTMENT



Date: April 1, 2015

To: Mayor and Members of the City Council
John R. Gillison, City Manager

From: Mark A. Steuer, Director of Engineering Services/City Engineer

By: Craig Cruz, Associate Engineer *CC*
Shelley Hayes, Assistant Engineer *SH*

Subject: CONSIDERATION TO ACCEPT THE 19TH STREET TRAFFIC SIGNAL CONTROLLER REPLACEMENT AND TRAFFIC SIGNAL MODIFICATIONS AT VARIOUS LOCATIONS PROJECT, CONTRACT NO. 13-117 AS COMPLETE, RELEASE THE BONDS, ACCEPT A MAINTENANCE BOND, AUTHORIZE THE CITY ENGINEER TO FILE A NOTICE OF COMPLETION AND APPROVE THE FINAL CONTRACT AMOUNT OF \$503,547.19

RECOMMENDATION

It is recommended that the City Council accept the 19th Street Traffic Signal Controller Replacement and Traffic Signal Modifications at Various Locations Project, Contract No. 13-117, as complete, authorize the City Engineer to file a Notice of Completion, release the Faithful Performance Bond, accept a Maintenance Bond, authorize the release of the Labor and Materials Bond in the amount of \$464,300.00 six months after the recordation of said notice if no claims have been received and authorize the release of the retention in the amount of \$25,177.36 35 days after acceptance. Also approve the final contract amount of \$503,547.19.

BACKGROUND/ANALYSIS

The subject project has been completed in accordance with the approved plans and specifications and to the satisfaction of the City Engineer.

The 19th Street Traffic Signal Controller Replacement and Traffic Signal Modifications at Various Locations Project scope of work consisted of the replacement of existing traffic signal controllers and cabinets and installing signal interconnect along 19th Street, installing audible pedestrian signals at various existing signalized intersections, and modifying traffic signal equipment at Hermosa Avenue at Base Line Road and at Foothill Boulevard to provide protected-permissive left turn phasing for northbound and southbound traffic. Pertinent information of the project is as follows:

- Budgeted Amount: \$579,730.00
- Account Numbers: 1124303-5650/1152124-0, 1124303-5650/1792124-0, 1124303-5650/1800124-0, 1124303-5650/1828124-0, and 1177303-5650/1796177-0
- City Council Approval to Advertise: April 3, 2013
- Publish dates for local paper: April 9 and 16, 2013

CITY COUNCIL STAFF REPORT

Re: 19TH STREET TRAFFIC SIGNAL CONTROLLER REPLACEMENT AND TRAFFIC SIGNAL
MODIFICATIONS AT VARIOUS LOCATIONS PROJECT

APRIL 1, 2015

PAGE 2

- Bid Opening: May 7, 2013
- Contract Award Date: June 5, 2013
- Low Bidder: Flatiron Electric Group, Inc.
- Contract Amount: \$464,300.00
- Contingency: \$46,430.00
- Final Contract Amount: \$503,547.19
- Difference in Contract Amount: \$39,247.19 (8.45%)

The net increase in the total cost of the project is a result of seven (7) Contract Change Orders, including the Balancing Statement. The notable changes significant to the increase of the Contract amount were traffic signal loop configuration, additional service equipment enclosures and relocating two broadband radios. The balancing statement accounted for other minor increases in the project quantities.

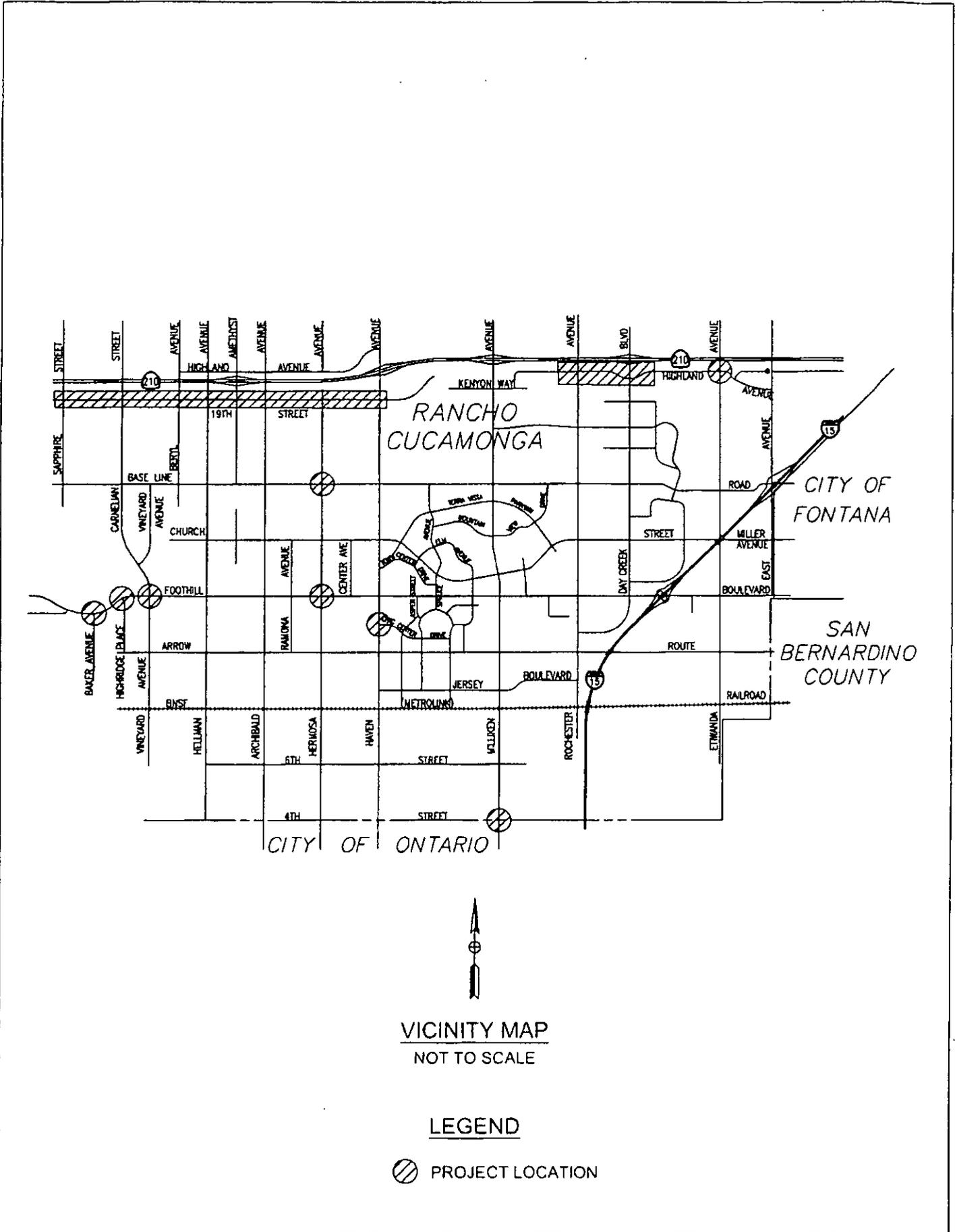
Respectfully submitted,



Mark A. Steuer
Director of Engineering Services/City Engineer

MAS/CC/SH:ls

Attachment



VICINITY MAP
NOT TO SCALE

LEGEND

⊗ PROJECT LOCATION

RESOLUTION NO. 15-046

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA, ACCEPTING THE 19th STREET TRAFFIC SIGNAL CONTROLLER REPLACEMENT AND TRAFFIC SIGNAL MODIFICATIONS AT VARIOUS LOCATIONS PROJECT, CONTRACT NO. 13-117, AND AUTHORIZING THE FILING OF A NOTICE OF COMPLETION FOR THE WORK

WHEREAS, the 19th Street Traffic Signal Controller Replacement and Traffic Signal Modifications at Various Locations Project Contract No. 13-117, has been completed to the satisfaction of the City Engineer; and

WHEREAS, a Notice of Completion is required to be filed, certifying the work complete.

NOW, THEREFORE, the CITY COUNCIL of the City of Rancho Cucamonga hereby resolves that the work is hereby accepted and the City Engineer is authorized to sign and file a Notice of Completion with the County Recorder of San Bernardino County.



STAFF REPORT

ENGINEERING SERVICES DEPARTMENT

Date: April 1, 2015

To: Mayor and Members of the City Council
John R. Gillison, City Manager

From: Mark A. Steuer, Director of Engineering Services/ City Engineer

By: Linda Ceballos, Environmental Programs Manager

Subject: CONSIDERATION TO AUTHORIZE THE MAYOR TO EXECUTE THE SAN BERNARDINO COUNTY MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) – NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT RENEWAL PARTICIPATION AND JOINT DEFENSE AGREEMENT ON BEHALF OF THE CITY OF RANCHO CUCAMONGA

RECOMMENDATION

Staff recommends the City Council authorize the Mayor to execute the San Bernardino County Municipal Separate Storm Sewer System (MS4) – National Pollution Discharge Elimination System (NPDES) Permit Renewal Participation and Joint Defense Agreement on behalf of the City of Rancho Cucamonga.

BACKGROUND/ANALYSIS

The Municipal Separate Storm Sewer System ("MS4") Permit is issued jointly to the County of San Bernardino, the San Bernardino County Flood Control District, and the sixteen incorporated cities in the Santa Ana River Watershed portion of San Bernardino County. The San Bernardino County Flood Control District is the Principal Permittee. Its' primary responsibilities are to administer the overall stormwater program in conjunction with the cities, lead in the development of programs, act as the liaison with water board staff and prepare the consolidated required reports.

San Bernardino County and the sixteen incorporated cities are "Co-Permittees" and are responsible to implement individual program elements in their individual jurisdiction and to fiscally support the county-wide program. The permit is regulated under the Santa Ana Regional Water Quality Control Board District 8 ("RWQCB"). The current San Bernardino County MS4 Permit Order No. R8-2010-0036, NPDES Permit No. CAS618036 ("Permit") which expired on January 29, 2015, was administratively extended by the RWQCB until a new permit is issued.

In anticipation of review and negotiations in response to the new proposed permit, the San Bernardino County Flood Control District Legal Counsel initiated the retention of legal representation for the Area-Wide Program. The costs incurred for the proposed agreement will be paid through the San Bernardino County Area-Wide Program Budget. The City contributes its' pro-rata share annually. The permit fee cost share is budgeted in the current and next fiscal year budgets.

The proposed Agreement has been reviewed and approved by the City Attorney. City Staff is recommending execution of the Joint Defense Agreement, attached hereto, to allow City Staff to fully participate and be privy to any and all attorney-client conversations.

Respectfully submitted,

Mark A. Steuer
Director of Engineering Services/ City Engineer

MAS/LC:ls

MS4 NPDES STORMWATER PERMIT RENEWAL PARTICIPATION AND JOINT DEFENSE AGREEMENT

This MS4 NPDES Stormwater Permit Renewal Participation and Joint Defense Agreement (“Agreement”) is made and entered into as of the date it is signed by all parties to the Agreement (“Effective Date”), by and between the San Bernardino County Flood Control District (Principal Permittee), the County of San Bernardino, and the City of Big Bear Lake, the City of Chino, the City of Chino Hills, the City of Colton, the City of Fontana, the City of Grand Terrace, the City of Highland, the City of Loma Linda, the City of Montclair, the City Ontario, the City of Rancho Cucamonga, the City of Redlands, the City of Rialto, the City of San Bernardino, the City of Upland, and the City of Yucaipa, (collectively, the “Parties” or “MS4 Permittee Group”) and Squire Patton Boggs.

RECITALS

- A. The Parties are permittees under that certain MS4 NPDES Permit and Waste Discharge Requirements for Area-wide Urban Stormwater Runoff, adopted January 29, 2010, NPDES No. 618036/Order No. R8-2010-0036, applicable to the San Bernardino County Flood Control District (“SB FCD”), the County of San Bernardino, and the incorporated cities of San Bernardino County within the Santa Ana Region (“MS4 NPDES Permit”);
- B. The Parties have been identified as entities to be regulated under a municipal stormwater permit expected to be adopted in 2015 (the “2015 MS4 Permit”) by the California Regional Water Quality Control Board, Santa Ana Region (“RWQCB”) and have a common interest in addressing and negotiating the terms of the 2015 MS4 Permit;
- C. To reduce costs and to more effectively represent their interests, the Parties desire to cooperate with one another in addressing the 2015 MS4 Permit issues;
- D. In anticipation of litigation under or relating to the renewal of the MS4 NPDES Permit (which expires by its terms on or about January 29, 2015), and recognizing that there are certain efficiencies in having common counsel representing the Parties during the MS4 NPDES Permit renewal process and any subsequent appeals or litigation (collectively, the “Work”), each Party has agreed to coordinate certain efforts, share information, and fund a portion of the attorneys fees and other costs associated with the Work as set forth in this Agreement;
- E. To assist SB FCD, as the principal-permittee, on legal and other issues related to renewal of the MS4 NPDES Permit, as well as other matters that may be assigned, the San Bernardino County Counsel’s Office issued a Request For Proposals. The Flood Control District received and evaluated proposals from five law firms and interviewed three. On or about March 25, 2014, the Flood Control District retained the firm of Squire Sanders, now Squire Patton Boggs.

MS4 Permittees Group Participation Agreement

In consideration of the mutual covenants and obligations contained in this Agreement, the Parties agree as follows:

AGREEMENT

1.0 SCOPE AND PURPOSE.

The purpose of this Agreement is to set forth the terms and conditions under which the Parties will work together collectively as the MS4 Permittee Group to, among other things:

- (a) retain Squire Patton Boggs, as common counsel to advise the MS4 Permittee Group on legal and other issues related to the 2015 MS4 Permit;
- (b) if appropriate, engage technical consultants and direct their efforts, as necessary, to address technical issues related to 2015 MS4 Permit;
- (c) consider reasonable legal, technical, investigative, and administrative costs incurred relating to the 2015 MS4 Permit, and any subsequent administrative appeals and/or litigation;
- (d) allocate among themselves all approved fees and costs;
- (e) cooperatively provide all necessary technical and legal input, as requested by the SB FCD, as the Principal Permittee;
- (f) communicate and negotiate with the California Regional Water Quality Control Board—Santa Ana Region (“RWQCB”) and the US Environmental Protection Agency (“USEPA”) regarding the renewal of the MS4 NPDES Permit, as necessary to accomplish the purposes of this Agreement; and
- (g) provide comments on the draft Report of Waste Discharge Requirements and review and comment on other issues that may be presented from time to time during the renewal process that may impact one or more of the co-permittees.

2.0 MS4 PERMITEE GROUP.

- 2.1 Meetings & Notice. The Parties may schedule meetings from time-to-time, under this Agreement, as requested by the SB FCD, to address issues pertinent to the 2015 MS4 Permit. Meetings may be held by telephone conference.
- 2.2 Cooperation. The Parties shall cooperate with each other to accomplish the purposes of this Agreement and shall attempt to resolve any disputes among them through good faith negotiation.
- 2.3 Communication with Squire Patton Boggs. All communications with Squire Patton Boggs under this Agreement will be coordinated through the SB FCD.

MS4 Permittees Group Participation Agreement

3.0 SHARED COSTS.

- 3.1 Defined. Shared Costs are costs of Common Counsel and, if applicable, any consultants approved and retained by the MS4 Permittee Group for the work related to the 2015 MS4 Permit under this Agreement.
- 3.2 Payment. The Parties agree to pay the Shared Costs of Common Counsel pursuant to the Section VII (Program Costs) of the Implementation Agreement (County Contract No. 11-545) entered into by and between the MS4 Permittee Group under the NPDES Areawide Program budget. Matters that are assigned by SB FCD to Squire Patton Boggs that relate only to the SB FCD are not Shared Costs and shall be paid by SB FCD separate and apart from the Agreement or the Implementation Agreement. SB FCD shall review all invoices, approve payment of Shared Costs on behalf of the Parties, invoice the Parties, and prepare an annual fiscal year accounting consistent with Section VII of the Implementation Agreement.

4.0 SUCCESSORS AND ASSIGNS. This Agreement applies to, is binding upon, and inures to the benefit of each Party whose legally authorized representative has executed this Agreement, and the Parties' directors, officers, agents, employees, attorneys, successors and assigns.

5.0 WITHDRAWAL.

- 5.1 Withdrawal. Any Party may withdraw from all participation in this Agreement upon thirty (30) days' advance written notice to the MS4 Permittee Group, except that the withdrawing Party shall remain responsible for its share of all Shared Costs, as set forth in the Implementation Agreement. Any Party who withdraws from this Agreement shall continue to protect the confidentiality of information it obtained during the time it was a Party, in accordance with Section 6.0 and 7.0.

6.0 CONFIDENTIALITY; LIMITATIONS.

- 6.1 Confidentiality. A Party may only produce confidential material relating to this Agreement in compliance with a court order or with the consent of all Parties to this Agreement. If the production of confidential material relating to this Agreement is required by a court of competent jurisdiction, the Party so ordered shall seek leave of court to file the confidential material relating to this Agreement under seal or subject to an order protecting their confidentiality.
- 6.2 Permitted Disclosure. Except for Joint Defense Information (as defined below), nothing contained in this Agreement prohibits a Party from disclosing: (i) its own information; (ii) its own work product (except for any portion of that work product that contains confidential material relating to this Agreement); (iii) material prepared by a Party that refers or relates solely to its own information,

MS4 Permittees Group Participation Agreement

documents, or work product; (iv) material obtained from a source other than a Party covered under this Agreement; (v) material that was or becomes publicly available through no act, omission, or fault of the receiving Party; (vi) material that is discovered independently by a Party; or (vii) non-privileged material that is otherwise discoverable. Nothing in this Agreement prevents or restricts a Party from using, at its sole discretion, its own document or information that it has provided to any other Party under this Agreement, even if it is confidential material relating to this Agreement.

6.3 Discovery. This Agreement does not prevent or to limit any Party's counsel from seeking documents from any other Party to this Agreement through formal discovery processes. By executing this Agreement, no Party waives any objections that may be asserted in response to a formal discovery request.

6.4 Admissibility. This Agreement is not admissible in evidence, nor may it be used as evidence in any action or proceeding for any purpose other than for the purpose of enforcing the terms of this Agreement or defending against a third-party motion to compel disclosure or production of documents covered under this Agreement.

6.5 Return of Confidential Information. Any Party that has produced privileged or confidential material relating to this Agreement may request, in writing, the return or destruction of the information provided under this Agreement, subject to any applicable federal and state laws mandating recordkeeping. The requirements of this Section are subject to any outstanding discovery obligations.

7.0 JOINT DEFENSE; ATTORNEY-CLIENT RELATIONSHIP. By executing this Agreement, each Party represents that it has been fully advised concerning the advantages and disadvantages of participation, joint defense, common interest, and confidentiality agreements, and that each Party understands this Agreement and knowingly and intelligently makes the representations and waivers contained herein.

7.1 Joint Defense Counsel. Squire Patton Boggs has been (or will be) engaged as joint defense/common counsel for the Parties in connection with the work under this Agreement.

7.2 Joint Defense Information. This Agreement applies to all communications that are: (i) related to the 2015 MS4 Permit and any appeals or litigation related thereto; (ii) protected by the attorney-client privilege, the work product doctrine and/or any other privileges, confidentialities and protections provided by law; and (iii) shared or exchanged among the Parties or their attorneys, representatives, consultants and/or experts ("Joint Defense Information"). Unless otherwise excluded herein, "Joint Defense Information" means any information, including any confidential or privileged information, shared to facilitate the purposes of this

MS4 Permittees Group Participation Agreement

Agreement, including, without limitation, all verbal and written exchanges of information among the Parties and/or their attorneys, representatives, consultants and/or experts, and all documents containing Joint Defense Information shared or exchanged among such parties, including, without limitation, memoranda, correspondence, electronic mail, and all summaries and compilations, data, mental impressions, strategies, legal theories, legal research, work performed or prepared by consultants or experts at the direction of counsel for the Parties, interviews with prospective witnesses and/or all other information and analysis and the work product of any Party's attorney in any format from and after the Effective Date. The Parties agree that all communications between Parties and their attorneys, representatives, consultants and/or experts, in furtherance of the purpose of this Agreement shall be protected by the attorney-client privilege, the attorney work-product privilege and the joint defense privilege to the fullest extent provided by law. Joint Defense Information does not include any publicly available information or information that a Party obtains from a public or non-confidential source, even if that information is also provided in confidence by one Party to another.

- 7.3 The Parties understand and agree that the sharing or exchanging of Joint Defense Information between or among the Parties, and the joint creation, development or solicitation of Joint Defense Information by two or more Parties (or their employees or agents) in connection with the 2015 MS4 Permit, shall be accomplished pursuant to the attorney-client privilege, the work product doctrine, the "common interest" doctrine, the "joint defense" doctrine and any other applicable rights, privileges and doctrines, and that any and all such shared or exchanged Joint Defense Information shall be and remain protected against disclosure to any third party to the fullest extent allowed by law.
- 7.4 The Parties agree to take all measures reasonably necessary to protect the confidentiality and privileged nature of the Joint Defense Information. Unless otherwise required by law, none of the Joint Defense Information obtained by any Party shall be disclosed to third parties without the written consent of all of the Parties.
- 7.5 Use of Joint defense information. If any third party requests or demands any Joint Defense Information via a subpoena, discovery request, Public Records Act Request, or otherwise, the Party receiving such request or demand shall notify all other Parties within a reasonable time after receiving the request. The Party receiving such request or demand reserves the right to assert all applicable privileges, protections, exclusions, defenses, and confidentiality rights. The Party who received the disclosure request will not release or disclose such information prior to making a good faith determination that the disclosure is required by applicable law, or pursuant to court order, and will inform all other Parties prior to making such disclosure.

MS4 Permittees Group Participation Agreement

- 7.6 No Waiver/Protection from Discovery. The Parties intend that no claim of work product, attorney-client privilege, or other privilege shall be waived by reason of disclosure of Joint Defense Information to other Parties or to any third persons. The Parties further intend that all Joint Defense Information exchanged in connection with this Agreement shall be protected from discovery by the joint defense doctrine recognized in *Oxy Resources California LLC v. Superior Court*, 115 Cal.App.4th 874 (2004) and *Waller v. Financial Corp. of America*, 828 F.2d 579, 583 n. 7 (9th Cir. 1987) (“The joint defense privilege, which is an extension of the attorney client privilege, has been long recognized by this circuit.”) See also *Raytheon v. Superior Court*, 208 Cal.App.3d 683, 687-88 (1989) (“[A] disclosure in confidence of a privileged communication is not a waiver of the privilege ‘when such disclosure is reasonably necessary for the accomplishment of the purpose for which the lawyer . . . was consulted. . . .’” quoting Evidence Code section 912(d)); *Insurance Co. of North America v. Superior Court*, 108 Cal.App.3d 758, 771 (1980); California Evidence Code Sections 912(d), 952.
- 7.7 Use of Joint Defense Information. Except as otherwise provided in this Agreement, Joint Defense Information shall be held in strict confidence by the Parties and will be disclosed only to Parties (including their governing boards or councils, employees and counsel). No Party shall use Joint Defense Information that it has received from another Party for any purpose other than the joint defense and common interest purposes outlined in this Agreement. Each Party shall take all reasonable and appropriate measures necessary to protect Joint Defense Information from disclosure to third parties not subject to this Agreement, including in the event such Joint Defense Information is subpoenaed or sought in a California Public Records Act request.
- 7.8 Survival. The obligations of the Parties under this Section shall survive the termination of this Agreement and shall remain in full force and effect without regard to whether the 2015 MS4 Permit is finalized in any form, and without regard to whether any individual Party withdraws from this Agreement.
- 7.9 Conflict of Interest. As provided in the recitals and Paragraph 3.2 of this Agreement, SB FCD may, from time-to-time, assign to Squire Patton Boggs work that relates only to the SB FCD, on issues not directly related to renewal of the MS4 Permit. This work has the potential of creating a conflict of interest. Each of the Parties waives any such conflicts or potential conflicts of interest and, further, waives any conflict of interest which might arise by virtue of its and the other Parties’ participation in this Agreement.
- 8.0 NEW PARTIES. New Parties may be added to this Agreement with the written consent of all Parties after written agreement is reached on the new Party’s funding contribution and the adjusted cost share formula for all Parties.
- 9.0 NO WAIVER, RELEASE, OR ADMISSION.

MS4 Permittees Group Participation Agreement

- 9.1 No Waiver or Release. Except as expressly provided herein, by entering into this Agreement and sharing confidential information under this Agreement, the Parties are not waiving or releasing any rights, claims, defenses, or privileges they may have against each other or any other person or entity, nor does the Agreement modify in any way any other written agreements or written contractual arrangements of the Parties. Any Party asserting a claim against any other Party is not entitled to use Joint Defense Information (or other confidential information) received under this Agreement in support of the claim, except to the extent that the Joint Defense Information (or other confidential information) has been or is obtained through discovery.
- 9.2 No Modification of Legal Obligations or Authority. Except as specifically provided in this Agreement, no rights or obligations created by this Agreement are intended to amend, modify, supplement, or replace any legal or contractual obligation or authority created by any other agreement entered into at any time between any Party to this Agreement or any affiliated entity of any other Party. This Agreement is not intended to have any effect on any indemnification, contribution, or warranty obligations between or among the Parties or affiliated entities and may not be used by any Party to advance any argument that any Party (including affiliated entities of any Party) either does, or does not, have any obligation to indemnify, provide contribution, or provide a warranty to any other Party (including affiliates or subsidiaries of any Party).
- 9.3 No Admission. Nothing in this Agreement constitutes, or may be construed as, an admission that any Party is liable to any other Party or to any person not a party to this Agreement.
- 10.0 NOTICE. All notices required or permitted to be given must be in writing and sent via mail or e-mail to the undersigned counsel for the Parties.
- 11.0 APPLICABLE LAW. This Agreement is governed by and construed in accordance with the laws of the State of California, without giving effect to the choice-of-law rules of the State of California. The Parties agree that any dispute arising under or relating to this Agreement must be adjudicated in the appropriate court in the State of California, and the Parties consent to jurisdiction in those courts. This Agreement does not, however, affect the applicable law governing the Work or disputes under this Agreement.
- 12.0 CONSTRUCTION OF AGREEMENT. This Agreement is jointly drafted and may not be construed in any way, against any Party on the ground that the Party or its counsel drafted this Agreement.
- 13.0 ENTIRE AGREEMENT. This Agreement is an integrated document representing the entire understanding of the Parties with respect to participation in the MS4 Permittees Group as it relates to the Work. This Agreement supersedes and supplants all prior or contemporaneous agreements, proposals, or understandings, whether written or oral, between the Parties on the same subject matter.

MS4 Permittees Group Participation Agreement

- 14.0 MODIFICATION OF AGREEMENT. Modification of the Agreement does not affect the rights and duties of Parties that have withdrawn from the Agreement prior to its modification. All modifications to this Agreement must expressly state that it is the intention of the Parties to amend or modify this Agreement and must be:
- (a) in writing;
 - (b) signed by a duly authorized representative of each Party; and
 - (c) approved of by all then-current Parties to this Agreement.
- 15.0 SEVERABILITY. Any provision of this Agreement held to be invalid, illegal, or unenforceable is ineffective to the extent of the invalidity, illegality, or unenforceability without affecting the validity, legality, or enforceability of the remaining provisions.
- 16.0 EXECUTION AND COUNTERPARTS. The execution of this Agreement by the undersigned representatives and counsel for the Parties has been duly authorized and is the valid, binding, and enforceable act of each of the Parties upon whose behalf the representatives and counsel have executed the Agreement. Each Party to this Agreement agrees that this Agreement and all obligations arising under it are binding on any counsel employed in the future by that Party, as if the counsel had signed the Agreement. This Agreement may be executed in one or more counterparts, each of which, when so executed, is deemed to be an original and all of which taken together constitute one Agreement.
- 17.0 TERMINATION. The term of this Agreement shall extend until the later of: (a) the date the 2015 MS4 Permit becomes final pursuant to applicable law; (b) the conclusion of proceedings challenging any final Order regarding the 2015 MS4 Permit issued by the Regional Board, or (c) termination by written agreement of all Parties, but in no event later than December 31, 2019.

MS4 Permittees Group Participation Agreement

18.0 RECITALS. The recitals of this Agreement are incorporated herein by this reference.

Squire Patton Boggs (US) LLP

City of Chino

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

San Bernardino County Flood Control District (Principal Permittee)

City of Chino Hills

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

County of San Bernardino

City of Colton

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

City of Big Bear Lake

City of Fontana

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

MS4 Permittees Group Participation Agreement

City of Grand Terrace

By: _____

Name: _____

Title: _____

Date: _____

City of Ontario

By: _____

Name: _____

Title: _____

Date: _____

City of Highland

By: _____

Name: _____

Title: _____

Date: _____

City of Rancho Cucamonga

By: _____

Name: _____

Title: _____

Date: _____

City of Loma Linda

By: _____

Name: _____

Title: _____

Date: _____

City of Redlands

By: _____

Name: _____

Title: _____

Date: _____

City of Montclair

By: _____

Name: _____

Title: _____

Date: _____

City of Rialto

By: _____

Name: _____

Title: _____

Date: _____

MS4 Permittees Group Participation Agreement

City of San Bernardino

By: _____

Name: _____

Title: _____

Date: _____

City of Upland

By: _____

Name: _____

Title: _____

Date: _____

City of Yucaipa

By: _____

Name: _____

Title: _____

Date: _____



STAFF REPORT

ENGINEERING SERVICES DEPARTMENT

Date: April 1, 2015
To: Mayor and Members of the City Council
John R. Gillison, City Manager
From: Mark A. Steuer, Director of Engineering Services/City Engineer
By: Linda Ceballos, Environmental Programs Manager
Subject: CONSIDERATION TO SCHEDULE A PUBLIC HEARING FOR PLACEMENT OF SPECIAL ASSESSMENTS/LIENS FOR DELINQUENT REFUSE ACCOUNTS

RECOMMENDATION

It is recommended that the City Council schedule a public hearing for the placement of special assessments/liens for delinquent refuse accounts on April 1, 2015, during the regularly scheduled City Council meeting.

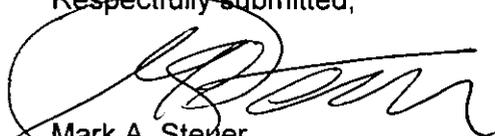
BACKGROUND / ANALYSIS

Section 8.17.280 and Section 8.19.280 were added to the Rancho Cucamonga Municipal Code by the City Council when Ordinance No. 838 was adopted on April 6, 2011. These sections established the requirements for mandatory payment for residential, commercial, and industrial refuse collection service. As a result, the municipal code now requires all occupied properties in the city to have weekly refuse collection service provided by the existing franchise hauler or comply with the terms of the self-haul permit program administered by City staff.

The City's franchised waste hauler Burrtec Waste Industries (Burrtec) administers the billing for commercial, industrial, and residential refuse collection service. Municipal Code Section 8.17.280 and Section 8.19.280 also allow fees that are delinquent for more than 60 days to become special assessments against the respective parcels of land, resulting in liens on the property for the amount of the delinquent fees, plus administrative charges.

After the public hearing date is scheduled, the public hearing notice will be mailed to the property owners with delinquent refuse accounts.

Respectfully submitted,


Mark A. Steuer
Director of Engineering Services/City Engineer

MAS/LC:ls



STAFF REPORT

ENGINEERING SERVICES DEPARTMENT

Date: April 1, 2015

To: Mayor and Members of the City Council
John R. Gillison, City Manager

From: Mark A. Steuer, Director of Engineering Services/City Engineer

By: Jason C. Welday, Traffic Engineer

Subject: CONSIDERATION TO APPROVE A REAL ESTATE PURCHASE AGREEMENT AND COMMERCIAL LEASE AGREEMENT WITH GENE DE BIASE, ANTHONY CORTESE, AND LORINDA CORTESE FOR THE PURCHASE OF REAL PROPERTY GENERALLY LOCATED AT 12949 WHITTRAM AVENUE (SOUTHEAST CORNER OF WHITTRAM AVENUE AND ETIWANDA AVENUE; APN 0229-162-14) AND THE APPROPRIATION OF \$1,280,000 FROM FUND 198 TO ACCOUNT NO. 11983035650/1076198-0.

RECOMMENDATION

It is recommended that the City Council:

1. Approve the attached Real Estate Purchase Contract with Gene De Biase, Anthony Cortese, and Lorinda Cortese for the purchase of real property generally located at 12949 Whittram Avenue (southeast corner of Whittram Avenue and Etiwanda Avenue; APN 0229-162-14); and
2. Approve the attached draft Commercial Lease Agreement with Gene De Biase, Anthony Cortese, and Lorinda Cortese for the lease-back of real property generally located at 12949 Whittram Avenue (southeast corner of Whittram Avenue and Etiwanda Avenue; APN 0229-162-14); and
3. Authorize the City Manager or his designee to execute all agreements and documents necessary to effect the purchase and on-going management of the activities of the parcel; and
4. Approve the appropriation of \$1,280,000 from Fund 198 to Account No. 11983035650/1076198-0.

BACKGROUND/ANALYSIS

The City's General Plan includes the construction of a railroad crossing grade separation on Etiwanda Avenue south of Whittram Avenue. This grade separation will improve safety at the current railroad crossing by separating vehicular and railroad traffic as well as improve traffic flow along Etiwanda Avenue by eliminating delays at the crossing. Staff is currently preparing conceptual design alternatives for the construction of the proposed grade separation. While a preferred alternative has not been selected, two necessary design features have been identified in the process: (1) the grade separation will need to be constructed as a bridge over the railroad tracks, and (2) an access road will be required to provide access to properties along Etiwanda Avenue between the railroad right-of-way and Whittram Avenue. Based on the conceptual designs and the development of the Goodman-Bircher parcel on the west side of Etiwanda Avenue already in progress, the parcel on the southeast corner of the intersection is the most viable candidate for construction of a public street to provide access to these properties. (See Exhibit "A").

CITY COUNCIL STAFF REPORT - REAL ESTATE PURCHASE CONTRACT (WHITTRAM AVENUE)

April 1, 2015

Page 2

On August 8, 2014, the property on the southeast corner of Etiwanda Avenue and Whittram Avenue was placed on the market by the property owners with a list price of \$1,500,000. Given the anticipated need for this parcel in the future for construction of the grade separation, the acquisition of this property through an open market transaction will ensure a fair purchase price; eliminate additional costs associated with a future eminent domain transaction; and ensure that the property is not developed prior to construction of the grade separation. Staff has negotiated with the property owners a purchase price of \$1,260,000 with a six-month lease-back of the property for storage of landscaping supplies at a rate of \$1,000 per month. In addition to the commercial lease-back included in the sale of the property, the current owners have leased the two residential homes located on the property on a month-to-month basis. The City would inherit these leases upon the close of escrow. Staff proposes to contract with a property management firm to manage both the residential and commercial leases on behalf of the City. The property management contract will be brought before the City Council after the close of escrow for consideration. It should also be noted that upon termination of the two residential leases by either the current tenants or the City, the tenants will be eligible for relocation assistance as defined by State law.

Approval of the attached Real Estate Purchase Contract (Exhibit "B") and draft Commercial Lease Agreement (Exhibit "C") will ratify the negotiated terms and allow staff to proceed with opening escrow and completing the purchase. The draft Commercial Lease Agreement will be finalized prior to the close of escrow and executed upon confirmation by the City Attorney of substantial conformance to the attached draft agreement. In order to facilitate the purchase and management of the property, it is recommended that the City Council authorize the City Manager or his designee to execute all related agreements and documents associated with the purchase and on-going management of the activities of the parcel. Funds for the purchase of this property are available in Fund 198 but have not been budgeted. In order to cover the purchase price (\$1,260,000) and associated escrow/closing costs (estimated at \$20,000), staff recommends that the City Council appropriate funds in the amount of \$1,280,000 to Account No. 11983035650/1076198-0.

The attached agreements have been reviewed and approved as to form by the City Attorney's office.

Respectfully submitted,



Mark A. Steuer
Director of Engineering Services/City Engineer

MAS/JCW:rif

Attachments: Exhibit "A" – Location Map
Exhibit "B" – Deposit Receipt and Real Estate Purchase Contract
Exhibit "C" – Draft Commercial Lease Agreement



Exhibit "A" – Location Map

CBRE

DEPOSIT RECEIPT AND REAL ESTATE PURCHASE CONTRACT

CBRE, INC.
LICENSED REAL ESTATE BROKERCity: Rancho Cucamonga, CaliforniaDate: March 24, 2015

Received from City of Rancho Cucamonga ("Purchaser"), the sum of One Hundred Thousand Dollars (\$100,000) to be deposited into Escrow, as a deposit on account of the purchase price of One Million Two Hundred Sixty Thousand Dollars (\$1,260,000) for that certain property situated in the City of Rancho Cucamonga, County of San Bernardino, State of California, described as follows on Exhibit A.

Flood Zone: No Yes (Attach Form 5230) To be provided by Escrow.
 Earthquake Zone: No Yes (Attach Form 5228)

TERMS OF SALE:

1. The opening deposit shall be placed into escrow for the account of Purchaser. The remainder of the purchase price shall be deposited in escrow by Purchaser as follows:
All cash at the close of escrow.
2. Promptly after mutual execution of this Contract, Purchaser and Seller shall open an escrow with Rancho Hills Escrow, Rancho Cucamonga ("Escrow Holder"), and execute such instructions as Escrow Holder may request which are not inconsistent with the provisions of this Contract. Escrow shall be deemed open upon receipt by Escrow Holder of signed escrow instructions from Purchaser and Seller. Said escrow shall close on or before June 30, 2015.
3. As soon as reasonably possible following opening of escrow, Seller shall pay for and furnish to Purchaser a Preliminary Title Report issued by Fidelity Title, c/o Ginger McCully on the Property (the "Report"), together with full copies of all exceptions in the Report. Purchaser shall have ten (10) days after receipt of the Report and said exceptions within which to notify Seller and Escrow Holder in writing of Purchaser's disapproval of any such exceptions. Failure of Purchaser to disapprove any such exceptions within the aforementioned time limit shall be deemed to be an approval of the Report. In the event Purchaser disapproves any exception(s) in the Report, Seller shall have until the date of closing to eliminate any disapproved exceptions from the policy of title insurance to be issued in favor of Purchaser, and if such exceptions are not eliminated then the escrow shall be cancelled and the deposit returned to Purchaser unless Purchaser then elects to waive its prior disapproval. Seller shall pay for and furnish to Purchaser a California Land Title Association standard policy of title insurance in the amount of the purchase price, showing title vested in Purchaser. Title to be conveyed by grant deed.
4. If any condition stated in this Contract has not been eliminated or satisfied within the time limits and pursuant to the provisions of this Contract, then this Contract shall be deemed null and void, the deposit shall be returned to Purchaser, and the escrow shall be cancelled.
5. ~~Seller warrants that Seller has not received, nor is aware of any notification from the Department of Building and Safety, Health Department, or other such City, County or State authority having jurisdiction, requiring any work to be done on or affecting the Property or indicating an intent to condemn the Property or any portion thereof. Seller further warrants that in the event any such notice or notices are received by Seller prior to the close of escrow and Seller is unable to or does not elect to perform the work required in said notice at Seller's sole cost and expense on or before the close of escrow, said notices shall be submitted to Purchaser for its examination and written approval. In the event Purchaser does not notify Seller and Escrow Holder of its approval of any such notice within ten (10) days after receipt thereof, then this Contract shall be deemed null and void, the deposit shall be returned to Purchaser and the escrow shall be cancelled.~~ *R*
AD
a.c.
6. ~~Seller further warrants that to the best of its knowledge the Property and the improvements thereon do not violate applicable building, zoning, environmental or other statutes or regulations and that Seller is unaware of any material defect in the Property or improvements thereon with the exception of the following: n/a Purchaser shall have sixty (60) days within which to investigate the Property, its value, zoning, environmental and building matters affecting the Property, its condition - including, but not limited to the presence of asbestos, hazardous materials and underground storage tanks - and its suitability for Purchaser's intended use. If Purchaser gives written notice to Seller, by 5:00 p.m. of the final day of the above-referenced period, of dissatisfaction with any of the referenced matters, and Seller and Purchaser have not entered into a mutually agreeable resolution of the matter by 5:00 p.m. sixty (60) days after the opening date of escrow, this Contract shall be deemed cancelled and Purchaser shall be entitled to return of the deposit. If Purchaser fails to give written notice of dissatisfaction by 5:00 p.m. of the last day of the referenced period, then Purchaser's right to object to such matter shall be deemed waived.~~ *R*
AD
a.c.
7. Real property taxes, rentals, premiums on insurance accepted by Purchaser, interest on encumbrances, and operating expenses, if any, shall be prorated as of the date of recordation of the deed to Purchaser. Seller shall pay the cost of any documentary transfer tax required by any lawful authority. Purchaser and Seller shall each pay one-half of the escrow fees.
8. Neither this Contract nor any interest therein shall be assignable by Purchaser without Seller's prior written consent. Notwithstanding the foregoing, Purchaser shall have the right to assign this Contract and Purchaser's rights under it to an entity in which the Purchaser has an ownership interest and a right of management, subject to the terms and provisions of this agreement, provided that the assignee assumes all obligations of Purchaser and agrees to execute all documents and to perform all obligations imposed on Purchaser as if the assignee were the original Purchaser in this Contract. In no event shall such an assignment relieve Purchaser of its obligations under this Contract.

- 9. This Contract constitutes the entire agreement between Purchaser and Seller regarding the Property, and supersedes all prior discussions, negotiations and agreements between Purchaser and Seller, whether oral or written. Neither Purchaser, Seller, nor Broker shall be bound by any understanding, agreement, promise, representation or stipulation concerning the Property, express or implied, not specified herein.
- 10. If the improvements of the Property are destroyed or materially damaged between the date hereof and the close of escrow, this Contract shall at Purchaser's election immediately become null and void. If Purchaser elects to accept the Property in its then condition, all proceeds of insurance payable to Seller by reason of such damage shall be paid to Purchaser
- 11. Time is of the essence of this Contract.
- 12. Any addendum attached hereto and either signed or initialed by Purchaser and Seller shall be deemed to be a part hereof.
- 13. Unless Seller accepts this offer to purchase the Property by signing and delivering a copy to Purchaser or Purchaser's agent on or before Tuesday, April 7, 2015 this offer shall become null and void, and the deposit made herewith shall be returned to Purchaser.
- 14. In the event the deposit provided for herein is to be held in Broker's trust account, Purchaser and Seller understand and agree that due to the large number of Broker's clients and the resulting aggregate cash balances in Broker's accounts, Broker will derive direct benefits which shall be deemed permissible compensation to Broker in addition to any other amount provided for by this Contract.
- 15. The Foreign Investment in Real Property Tax Act (FIRPTA), IRC 1445, requires that every purchaser of U.S. real property must, unless an exemption applies, deduct and withhold from Seller's proceeds ten percent (10%) of the gross sales price. The primary exemptions which might be applicable are: (a) Seller provides Purchaser with an affidavit under penalty of perjury that Seller is not a "foreign person" as defined in FIRPTA, or (b) Seller provides Purchaser with a "qualifying statement," as defined in FIRPTA, issued by the Internal Revenue Service. Seller and Purchaser agree to execute and deliver as appropriate, any instrument, affidavit and statement, and to perform any acts reasonably necessary to carry out the provisions of FIRPTA and regulations promulgated thereunder.
- 16. Seller and Purchaser each warrant that they have dealt with no other real estate brokers in connection with this transaction except CBRE, Inc., who represents the City of Rancho Cucamonga, and Charlie Buguet, who represents Gene DeBaise Anthony Cortese, and Lorinda Cortese.

~~In the event that CBRE, Inc. represents both Seller and Purchaser, Seller and Purchaser hereby confirm that they were timely advised of the dual representation and that they consent to the same, and that they do not expect said Broker to disclose to either of them the confidential information of the other party.~~
- 17. Seller agrees to pay Broker a real estate brokerage commission for services rendered in effecting this sale, in the amount called for in Seller's contract with Broker for the sale of the Property, if any, and otherwise in the amount of two and one-half percent (2.5%) of the accepted sales price. This commission is earned as of the mutual execution of this Contract, which is due and payable upon receipt of funds at the close of escrow. Escrow Holder is hereby instructed to pay said commission to Broker out of Seller's proceeds at the close of escrow. This instruction shall not be withdrawn or modified without Broker's written consent and Purchaser and Seller agree that Broker is a third-party beneficiary of the Contract with respect to such commission. If earnest money or similar deposits made by Purchaser are forfeited, in addition to any other rights of Broker, Broker shall be entitled to one-half (1/2) thereof, but not to exceed the total amount of the commission. Nothing contained herein shall negate any additional rights Broker may have under any other contract between Seller and Broker for the sale of the Property.
- 18. The parties hereto agree to comply with all applicable federal, state and local laws, regulations, codes, ordinances and administrative orders having jurisdiction over the parties, property or the subject matter of this Agreement, including, but not limited to, the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment in Real Property Tax Act, the Comprehensive Environmental Response Compensation and Liability Act, and The Americans With Disabilities Act.

Handwritten initials and signature:

 J.R.G.
 a.c.

Purchaser hereby agrees to purchase the Property for the price and upon the terms and conditions set forth herein, and hereby acknowledges receipt of a copy of this Contract.

CBRE, Inc.
 Licensed Real Estate Broker

By: _____
Leonard Santoro
Senior Vice President/Lic. 00758706

Purchaser: City of Rancho Cucamonga

By: _____
John R. Gillison
 Title: City Manager

By: _____
 Title: _____

Address: 10500 Civic Center Dr.
Rancho Cucamonga, CA 91737

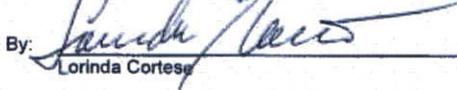
Date: _____

The undersigned Seller hereby accepts this Contract and agrees to sell the Property to Purchaser for the price and on the terms and conditions set forth herein and hereby acknowledges receipt of this Contract.

Seller's Gene De Biase, Anthony Cortese & Lorinda Cortese

By: 
Gene De Biase

By: 
Anthony Cortese

By: 
Lorinda Cortese

Address: _____

Date: _____

CONSULT YOUR ADVISORS - This document has been prepared for approval by your attorney. No representation or recommendation is made by CBRE, Inc. as to the legal sufficiency or tax consequences of this document or the transaction to which it relates. These are questions for your attorney or accountant.

In any real estate transaction, it is recommended that you consult with a professional, such as a civil engineer, industrial hygienist or other person, with experience in evaluating the condition of the property, including the possible presence of asbestos, hazardous materials and underground storage tanks.



ADDENDUM TO REAL ESTATE PURCHASE CONTRACT
 CBRE, INC.
 LICENSED REAL ESTATE BROKER

This is an Addendum to the Real Estate Purchase Contract dated March 24, 2015 between City of Rancho Cucamonga as Purchaser and Gene De Biase, Anthony Cortese, and Lorinda Cortese as Seller (the "Contract"), concerning the property known as 12949 Whittram Avenue, Rancho Cucamonga, CA 91730, as more specifically described in the Contract.

The term "Real Estate Purchase Contract" shall be deemed to include a Deposit Receipt, Earnest Money Contract, or any similar document.

19. Real Estate Fees. It shall be understood that MN Capital (Charlie Buquet) represents Seller only and CBRE, Inc. (Len Santoro) represents and Buyer only in this transaction. The Parties herein acknowledge and agree to such representation. Upon close of escrow, CBRE, Inc. shall be paid a commission through escrow from the Seller's proceeds. Each party shall defend, indemnify and hold the other harmless from claims, liabilities, losses, damages, costs and expenses relating to or arising from fees or commissions payable to any broker, salesperson or finder engaged by the indemnifying party (except for the commission obligations expressly described herein, the liability for which shall be as described herein).
20. Seller hereby agrees that Purchaser shall have no obligations to Seller under any federal or state relocation laws or regulations, including without limitation, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 et seq.), if applicable, or under Title 1, Division 7, Chapter 1 of the Government Code of the State of California (Section 7260 et seq.), or the Relocation Assistance and Real Property Acquisition Guidelines (Chapter 6 of Title 25 of the California Code of Regulations), notwithstanding the expiration or earlier termination of the new lease between Purchaser and Seller for a portion of the Property, and Seller hereby expressly waives and releases any and all relocation rights, claims and benefits.
21. Seller shall promptly obtain and deliver to Purchaser a Natural Hazard Disclosure Statement for the Property, and Buyer shall have the right to disapprove any matter thereon and terminate this Contract by written notice to Seller given within 30 days after receipt thereof.
22. Seller hereby stipulates and acknowledges that Purchaser is not acquiring the Property by threat of condemnation, and that this transaction is an arm's length purchase by Purchaser of property that was advertised and offered for sale by Seller prior to Purchaser's first contacting Seller.
23. It shall also be a condition to the close of escrow that Seller and Purchaser execute and deliver to escrow counterpart originals of (i) a new lease between Seller as tenant and Purchaser as landlord in the form attached as Exhibit B hereto; and (ii) two notices to tenants in the form attached as Exhibit C hereto (addressed to each of the two existing tenants on the Property). Escrow holder shall deliver the counterpart leases to Purchaser and Seller and send the two letters to the addressees therein by Fed Ex (for next business day delivery) upon the closing. It shall be a condition to closing that Seller deliver to Purchaser through escrow state and federal withholding exemption certificates (i.e., CA 590 series and Federal FIRPTA certificates) so that no tax withholding from the purchase price is required by Purchaser.
24. The sum of \$15,000 shall be held back from the purchase price by Purchaser and shall constitute the security deposit described in the new six (6) month lease (with monthly lease payments of \$1,000.00 per month), which will be provided by Seller.
25. Although Purchaser may be buying the Property for a future public project, that project has not been sufficiently determined in order to analyze it under the California Environmental Quality Act ("CEQA"), and Purchaser has not made any commitments with respect to such project, but the project shall not be undertaken or approved without compliance with CEQA.
26. Seller agrees that Purchaser's relocation consultant (Elwood Hampton) shall be entitled to contact the two existing tenants on the Property during the escrow period.
27. Seller represents and warrants that except for the Natural Hazard Disclosure Statement, Seller has disclosed to Purchaser (or will promptly disclose to Purchaser, in writing, with copies of relevant documents) all material facts known to Purchaser about the Property, and Purchaser may terminate this Contract within thirty (30) days after receipt thereof based on its good faith disapproval of any such facts.

- 28. This Contract is given by Seller to Purchaser in consideration of the payment of \$5.00, Seller hereby acknowledging receipt thereof, and that no right herein of Purchaser to terminate shall be construed to make this Contract an option without consideration. Purchaser is expending material funds in reliance on this Contract.
- 29. Seller shall fully cooperate with Purchaser in obtaining access for inspection purposes to the portions of the Property currently leased to the two existing tenants.
- 30. Seller represents and warrants that a Lease between the Seller and Renee and Thomas Fedorka, dated March 1, 2001 for the address of 11949 Whittram Avenue (the "Fedorka Lease"), and a Lease between the Seller and Antonio Salcedo, Magdalena Salcedo and Cynthia Rodarte, dated January 27, 2009 for the address of 12949 Whittram Avenue (the "Salcedo Lease") are the only leases affecting the property and Purchaser has the right to require that as a condition to closing one or both leases be amended to the satisfaction of the City Manager in his sole and absolute discretion. Seller also acknowledges and agrees that the Purchaser will withhold from the purchase price \$650.00 which is the security deposit for the Fedorka Lease and \$1,500 which is the security deposit for the Salcedo Lease.

In the event of any conflict between the terms of this Addendum and the Contract, the terms of this Addendum shall prevail.

Purchaser: City of Rancho Cucamonga

By: _____
 John R. Gillison

Title: City Manager

Address: 10500 Civic Center Dr.
Rancho Cucamonga, CA 91737

Date: _____

Seller's Gene De Biase, Anthony Cortese & Lorinda Cortese

By: *Gene De Biase*
 Gene De Biase

By: *Anthony Cortese*
 Anthony Cortese

By: *Lorinda Cortese*
 Lorinda Cortese

Address: _____

Date: _____

Exhibit A

"LEGAL DESCRIPTION OF LAND"

The following land and all improvements thereon (collectively, the "Property"):

Portions of Lots 437 and 438 Fontana Arrow Route Tract No. 2102, in the City of Rancho Cucamonga, County of San Bernardino, State of California, as per map recorded in Book 31, page(s) 11 to 15 inclusive, of Maps, in the office of the County Recorder of said County, lying Westerly of a line hereafter referred to as Line "A" bearing South 5 Degrees 49 minutes 55 Seconds West from a point on the center line of Whittram Avenue and 132.00 feet Westerly on the Northeast corner of said Lot 438 to a point on the South line of Lot 438 and 184.03 feet Westerly of the Southeast corner of said Lot 438, said portions of Lots 437 and 438, more particularly described as follows:

Beginning at a point being at the center line intersections of Etiwanda Avenue and Whittram Avenue; thence South 00 Degrees 22 Minutes 00 Seconds West along the center line of Etiwanda Avenue 242.61 feet; thence South 89 Degrees 21 Minutes 54 Seconds East 524.63 feet to a point on line "A"; thence North 5 Degrees 49 Minutes 55 Seconds East along line "A" 255.49 feet to a point on the center line of Whittram Avenue; thence South 89 Degrees 24 Minutes 00 Seconds West along said center line 549.04 feet to the Point of Beginning.

Except therefrom the North 44 feet and the West 50 feet for street purposes.



DRAFT

AIR COMMERCIAL REAL ESTATE ASSOCIATION
STANDARD INDUSTRIAL/COMMERCIAL SINGLE-TENANT LEASE -- GROSS
(Do not use this form for multi-tenant buildings)

1. Basic Provisions ("Basic Provisions").

1.1 Parties: This Lease ("Lease"), dated for reference purposes only April 7, 2015
is made by and between The City of Rancho Cucamonga ("Lessor")
and Gene De Biase; Anthony Cortese; and Lorinda Cortese ("Lessee")
(collectively the "Parties," or individually a "Party").

1.2 Premises: That certain real property, including all improvements therein or to be provided by Lessor under the terms of this Lease,
and commonly known as APN: 0229-162-14
located in the County of San Bernardino, State of California
and described on Exhibit 'A', subject to all matters of record and all existing leases generally described as (describe briefly the nature of the
property and, if applicable, the "Project", if the property is located within a Project)

1.3 Term: -0- years and six (6) months ("Original Term") commencing on the date Lessor
acquires the Premises from Lessee ("Commencement Date") and ending January 6, 2016
("Expiration Date"). (See also Paragraph 3)

1.4 Early Possession: If the Premises are available Lessee may have non-exclusive possession of the Premises commencing
upon the close of Escrow ("Early Possession Date"). (See also Paragraphs 3.2 and 3.3)

1.5 Base Rent: \$1,000.00 per month ("Base Rent"), payable on the 7th
day of each month commencing July 7, 2015. (See also Paragraph 4)

If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph

1.6 Base Rent and Other Monies Paid Upon Execution:
(a) Base Rent: \$1,000.00 for the period Commencement Date - August 6, 2015
(b) Security Deposit: \$15,000.00 ("Security Deposit"). (See also Paragraph 5)
(c) Association Fees: \$ for the period
(d) Other: \$ for
(e) Total Due Upon Execution of this Lease: \$1,000.00 (the security deposit is being
retained by Lessor from the Purchase Price payable to Lessee)

1.7 Agreed Use: Storage of landscaping supplies (See also Paragraph 6)

1.8 Insuring Party: Lessor is the "Insuring Party". The annual "Base Premium" is \$ (See also Paragraph 8)

1.9 Real Estate Brokers: (See also Paragraph 15 and 25)

(a) Representation: The following real estate brokers (the "Brokers") and brokerage relationships exist in this transaction (check
applicable boxes):
[] represents Lessor exclusively ("Lessor's Broker");
[] represents Lessee exclusively ("Lessee's Broker"); or
[] represents both Lessor and Lessee ("Dual Agency").

(b) Payment to Brokers: Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage
fee agreed to in a separate written agreement (or if there is no such agreement, the sum of or % of the total Base
Rent) for the brokerage services rendered by the Brokers.

1.10 Guarantor: The obligations of the Lessee under this Lease are to be guaranteed by ("Guarantor"). (See also Paragraph 37)

1.11 Attachments. Attached hereto are the following, all of which constitute a part of this Lease:
[] an Addendum consisting of Paragraphs through ;
[X] a plot plan depicting the Premises;
[] a current set of the Rules and Regulations;
[] a Work Letter;
[] a energy disclosure addendum is attached;
[X] other (specify): Exhibits 'A' and 'B'. Prior to the expiration and earlier termination of this
Lease, Lessee shall at its sole cost and expense, shall perform the work described in
Exhibit 'B', or Lessor may perform the work and pay for it with the security deposit

INITIALS

INITIALS

2. **Premises.**

2.1 **Letting.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **Note: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 **Condition.** Lessor shall deliver the Premises to Lessee broom clean and free of debris on the Commencement Date or the Early Possession Date, whichever first occurs ("Start Date"), and, so long as the required service contracts described in Paragraph 7.1(b) below are obtained by Lessee and in effect within thirty days following the Start Date, warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("HVAC"), loading doors, sump pumps, if any, and all other such elements in the Premises, other than those constructed by Lessee, shall be in good operating condition on said date and that the surface and structural elements of the roof, bearing walls and foundation of any buildings on the Premises (the "Building") shall be free of material defects, and that the Unit does not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. If a non-compliance with said warranty exists as of the Start Date, or if one of such systems or elements should malfunction or fail within the appropriate warranty period, Lessor shall, as Lessor's sole obligation with respect to such matter, except as otherwise provided in this Lease, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, malfunction or failure, rectify same at Lessor's expense. The warranty periods shall be as follows: (i) 6 months as to the HVAC systems, and (ii) 30 days as to the remaining systems and other elements of the Building. If Lessee does not give Lessor the required notice within the appropriate warranty period, correction of any such non-compliance, malfunction or failure shall be the obligation of Lessee at Lessee's sole cost and expense, except for the roof, foundations, and bearing walls which are handled as provided in paragraph 7. Lessor also warrants, that unless otherwise specified in writing, Lessor is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

2.3 **Compliance.** Lessor warrants that to the best of its knowledge the improvements on the Premises comply with the building codes, applicable laws, covenants or restrictions of record, regulations, and ordinances ("Applicable Requirements") that were in effect at the time that each improvement, or portion thereof, was constructed. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 50), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the Applicable Requirements, and especially the zoning, are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same at Lessor's expense. If Lessee does not give Lessor written notice of a non-compliance with this warranty within 6 months following the Start Date, correction of that non-compliance shall be the obligation of Lessee at Lessee's sole cost and expense. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Premises and/or Building, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Unit, Premises and/or Building ("Capital Expenditure"), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and an amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not, however, have any right to terminate this Lease.

2.4 **Acknowledgements.** Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises, (b) it has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements and the Americans with Disabilities Act), and their suitability for Lessee's intended use, (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor, (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein, and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 **Lessee as Prior Owner/Occupant.** The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

3. **Term.**

3.1 **Term.** The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 **Early Possession.** Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Lease (including but not limited to the obligations to pay Real Property Taxes and insurance premiums and to maintain the Premises) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date.

3.3 **Delay In Possession.** Lessor agrees to use its best commercially reasonable efforts to deliver possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 **Lessee Compliance.** Lessor shall not be required to deliver possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its

obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. Rent.

4.1. **Rent Defined.** All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent ("Rent").

4.2. **Payment.** Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States, without offset or deduction (except as specifically permitted in this Lease), on or before the day on which it is due. All monetary amounts shall be rounded to the nearest whole dollar. In the event that any invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of \$25 in addition to any Late Charge and Lessor, at its option, may require all future payments to be made by Lessee to be by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent, Insurance and Real Property Taxes, and any remaining amount to any other outstanding charges or costs.

4.3. **Association Fees.** In addition to the Base Rent, Lessee shall pay to Lessor each month an amount equal to any owner's association or condominium fees levied or assessed against the Premises. Said monies shall be paid at the same time and in the same manner as the Base Rent.

5. **Security Deposit.** Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/ or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease.

6. Use.

6.1. **Use.** Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the improvements on the Premises or the mechanical or electrical systems therein, and/or is not significantly more burdensome to the Premises. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2. **Hazardous Substances.**

(a) **Reportable Uses Require Consent.** The term "Hazardous Substance" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, by-products or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "Reportable Use" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor.** If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation.** Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises of neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification.** Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from adjacent properties not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.

~~(e) **Lessor Indemnification.** Except as otherwise provided in paragraph 9.7, Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which result from Hazardous Substances which existed on the Premises prior to Lessee's occupancy or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.~~

(f) **Investigations and Remediations.** Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to Lessee's occupancy, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's

investigative and remedial responsibilities.

(g) **Lessor Termination Option.** If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or \$100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or \$100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 Lessee's Compliance with Applicable Requirements. Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the Premises, without regard to whether said Applicable Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises. In addition, Lessee shall provide Lessor with copies of its business license, certificate of occupancy and/or any similar document within 10 days of the receipt of a written request therefor.

6.4 Inspection; Compliance. Lessor and Lessor's "Lender" (as defined in Paragraph 30) and consultants shall have the right to enter into Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable notice, for the purpose of inspecting the condition of the Premises and for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see paragraph 9.1) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (MSDS) to Lessor within 10 days of the receipt of a written request therefor.

7. Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations.

7.1 Lessee's Obligations.

(a) **In General.** Subject to the provisions of Paragraph 2.2 (Condition); 2.3 (Compliance), 6.3 (Lessee's Compliance with Applicable Requirements), 7.2 (Lessor's Obligations), 9 (Damage or Destruction), and 14 (Condemnation), Lessee shall, at Lessee's sole expense, keep the Premises, Utility Installations (intended for Lessee's exclusive use, no matter where located), and Alterations in good order, condition and repair (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Lessee, and whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fire protection system, fixtures, walls (interior and exterior), ceilings, floors, windows, doors, plate glass, skylights, landscaping, driveways, parking lots, fences, retaining walls, signs, sidewalks and parkways located in, on, or adjacent to the Premises. Lessee is also responsible for keeping the roof and roof drainage clean and free of debris. Lessor shall keep the surface and structural elements of the roof, foundations, and bearing walls in good repair (see paragraph 7.2). Lessee, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices, specifically including the procurement and maintenance of the service contracts required by Paragraph 7.1(b) below. Lessee's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair. Lessee shall, during the term of this Lease, keep the exterior appearance of the Building in a first-class condition (including, e.g. graffiti removal) consistent with the exterior appearance of other similar facilities of comparable age and size in the vicinity, including, when necessary, the exterior repainting of the Building.

(b) **Service Contracts.** Lessee shall, at Lessee's sole expense, procure and maintain contracts, with copies to Lessor, in customary form and substance for, and with contractors specializing and experienced in the maintenance of the following equipment and improvements, if any, if and when installed on the Premises: (i) HVAC equipment, (ii) boiler, and pressure vessels, (iii) fire extinguishing systems, including fire alarm and/or smoke detection, (iv) landscaping and irrigation systems, and (v) clarifiers. However, Lessor reserves the right, upon notice to Lessee, to procure and maintain any or all of such service contracts, and Lessee shall reimburse Lessor, upon demand, for the cost thereof.

(c) **Failure to Perform.** If Lessee fails to perform Lessee's obligations under this Paragraph 7.1, Lessor may enter upon the Premises after 10 days' prior written notice to Lessee (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Lessee's behalf, and put the Premises in good order, condition and repair, and Lessee shall promptly pay to Lessor a sum equal to 115% of the cost thereof.

(d) **Replacement.** Subject to Lessee's indemnification of Lessor as set forth in Paragraph 8.7 below, and without relieving Lessee of liability resulting from Lessee's failure to exercise and perform good maintenance practices, if an item described in Paragraph 7.1(b) cannot be repaired other than at a cost which is in excess of 50% of the cost of replacing such item, then such item shall be replaced by Lessor, and the cost thereof shall be prorated between the Parties and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease, on the date on which Base Rent is due, an amount equal to the product of multiplying the cost of such replacement by a fraction, the numerator of which is one, and the denominator of which is 144 (i.e. 1/144th of the cost per month). Lessee shall pay interest on the unamortized balance but may prepay its obligation at any time.

7.2 Lessor's Obligations. Subject to the provisions of Paragraphs 2.2 (Condition); 2.3 (Compliance), 9 (Damage or Destruction) and 14 (Condemnation), it is intended by the Parties hereto that Lessor have no obligation, in any manner whatsoever, to repair and maintain the Premises, or the equipment therein, all of which obligations are intended to be that of the Lessee, except for the surface and structural elements of the roof, foundations and bearing walls, the repair of which shall be the responsibility of Lessor upon receipt of written notice that such a repair is necessary. It is the intention of the Parties that the terms of this Lease govern the respective obligations of the Parties as to maintenance and repair of the Premises, and they expressly waive the benefit of any statute now or hereafter in effect to the extent it is inconsistent with the terms of this Lease.

7.3 Utility Installations; Trade Fixtures; Alterations.

(a) **Definitions.** The term "Utility Installations" refers to all floor and window coverings, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises. The term "Trade Fixtures" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "Alterations" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "Lessee Owned Alterations and/or Utility Installations" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent.** Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, and the cumulative cost thereof during this Lease as extended does not exceed a sum equal to 3 months' Base Rent in the aggregate or a sum equal to one month's Base Rent in any one year. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Liens; Bonds.** Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialman's lien against the Premises or any

interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 Ownership; Removal; Surrender; and Restoration.

(a) **Ownership.** Subject to Lessor's right to require, removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal.** By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration.** Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing, if this Lease is for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures. Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises) to the level specified in Applicable Requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. Insurance; Indemnity.

8.1 Payment of Premium Increases.

(a) Lessee shall pay to Lessor any insurance cost increase ("Insurance Cost Increase") occurring during the term of this Lease. Insurance Cost Increase is defined as any increase in the actual cost of the insurance required under Paragraph 8.2(b), 8.3(a) and 8.3(b), over and above the Base Premium as hereinafter defined calculated on an annual basis. Insurance Cost Increase shall include but not be limited to increases resulting from the nature of Lessee's occupancy, any act or omission of Lessee, requirements of the holder of mortgage or deed of trust covering the Premises, increased valuation of the Premises and/or a premium rate increase. The parties are encouraged to fill in the Base Premium in paragraph 1.8 with a reasonable premium for the Required Insurance based on the Agreed Use of the Premises. If the parties fail to insert a dollar amount in Paragraph 1.8, then the Base Premium shall be the lowest annual premium reasonably obtainable for the Required Insurance as of the commencement of the Original Term for the Agreed Use of the Premises. In no event, however, shall Lessee be responsible for any portion of the increase in the premium cost attributable to liability insurance carried by Lessor under Paragraph 8.2(b) in excess of \$2,000,000 per occurrence.

(b) Lessee shall pay any such Insurance Cost Increase to Lessor within 30 days after receipt by Lessee of a copy of the premium statement or other reasonable evidence of the amount due. If the insurance policies maintained hereunder cover other property besides the Premises, Lessor shall also deliver to Lessee a statement of the amount of such Insurance Cost Increase attributable only to the Premises showing in reasonable detail the manner in which such amount was computed. Premiums for policy periods commencing prior to, or extending beyond the term of this Lease, shall be prorated to correspond to the term of this Lease.

8.2 Liability Insurance.

(a) **Carried by Lessee.** Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than \$1,000,000 per occurrence with an annual aggregate of not less than \$2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "insured contract" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor.** Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 Property Insurance - Building, Improvements and Rental Value.

(a) **Building and Improvements.** The Insuring Party shall obtain and keep in force a policy or policies in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full insurable replacement cost of the Premises, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender or included in the Base Premium), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed \$5,000 per occurrence, and Lessee shall be liable for such deductible amount in the event of an Insured Loss.

(b) **Rental Value.** The Insuring Party shall obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value Insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period. Lessee shall be liable for any deductible amount in the event of such loss.

(c) **Adjacent Premises.** If the Premises are part of a larger building, or of a group of buildings owned by Lessor which are adjacent to the Premises, the Lessee shall pay for any increase in the premiums for the property insurance of such building or buildings if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

8.4 Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance.

(a) **Property Damage.** Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed \$1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations.

(b) **Business Interruption.** Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(c) **Worker's Compensation Insurance.** Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a "Waiver of Subrogation" endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

(d) **No Representation of Adequate Coverage.** Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 **Insurance Policies.** Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to

Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to Lessor. Lessee shall, at least 10 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may order such insurance and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 Waiver of Subrogation. Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 Indemnity. Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' fees, expenses and/or liabilities arising out of, involving, or in connection with, the use and/or occupancy of the Premises by Lessee. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 Exemption of Lessor and its Agents from Liability. Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the building of which the Premises are a part, or from other sources or places, (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project, or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 Failure to Provide Insurance. Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/ costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. Damage or Destruction.

9.1 Definitions.

(a) "**Premises Partial Damage**" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 6 months or less from the date of the damage or destruction. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(b) "**Premises Total Destruction**" shall mean damage or destruction to the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 6 months or less from the date of the damage or destruction. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) "**Insured Loss**" shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) "**Replacement Cost**" shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) "**Hazardous Substance Condition**" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.

9.2 Partial Damage - Insured Loss. If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is \$10,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds (except as to the deductible which is Lessee's responsibility) as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 Partial Damage - Uninsured Loss. If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 Total Destruction. Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 Damage Near End of Term. If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by, (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 Abatement of Rent; Lessee's Remedies.

(a) **Abatement.** In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies.** If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 **Termination; Advance Payments.** Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. Real Property Taxes.

10.1 **Definition.** As used herein, the term "Real Property Taxes" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Premises or the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Building address and where the proceeds so generated are to be applied by the city, county or other local taxing authority of a jurisdiction within which the Premises are located. Real Property Taxes shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Premises, and (ii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease.

10.2

(a) **Payment of Taxes.** Lessor shall pay the Real Property Taxes applicable to the Premises provided, however, that Lessee shall pay to Lessor the amount, if any, by which Real Property Taxes applicable to the Premises increase over the fiscal tax year during which the Commencement Date Occurs ("Tax Increase"). Payment of any such Tax Increase shall be made by Lessee to Lessor within 30 days after receipt of Lessor's written statement setting forth the amount due and computation thereof. If any such taxes shall cover any period of time prior to or after the expiration or termination of this Lease, Lessee's share of such taxes shall be prorated to cover only that portion of the tax bill applicable to the period that this Lease is in effect. In the event Lessee incurs a late charge on any Rent payment, Lessor may estimate the current Real Property Taxes, and require that the Tax Increase be paid in advance to Lessor by Lessee monthly in advance with the payment of the Base Rent. Such monthly payment shall be an amount equal to the amount of the estimated installment of the Tax Increase divided by the number of months remaining before the month in which said installment becomes delinquent. When the actual amount of the applicable Tax Increase is known, the amount of such equal monthly advance payments shall be adjusted as required to provide the funds needed to pay the applicable Tax Increase. If the amount collected by Lessor is insufficient to pay the Tax Increase when due, Lessee shall pay Lessor, upon demand, such additional sums as are necessary to pay such obligations. Advance payments may be intermingled with other moneys of Lessor and shall not bear interest. In the event of a Breach by Lessee in the performance of its obligations under this Lease, then any such advance payments may be treated by Lessor as an additional Security Deposit.

(b) **Additional Improvements.** Notwithstanding anything to the contrary in this Paragraph 10.2, Lessee shall pay to Lessor upon demand therefor the entirety of any increase in Real Property Taxes assessed by reason of Alterations or Utility Installations placed upon the Premises by Lessee or at Lessee's request or by reason of any alterations or improvements to the Premises made by Lessor subsequent to the execution of this Lease by the Parties.

10.3 **Joint Assessment.** If the Premises are not separately assessed, Lessee's liability shall be an equitable proportion of the Tax Increase for all of the land and improvements included within the tax parcel assessed, such proportion to be conclusively determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available.

10.4 **Personal Property Taxes.** Lessee shall pay, prior to delinquency, all taxes assessed against and levied upon Lessee Owned Alterations, Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. **Utilities and Services.** Lessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon. If any such services are not separately metered or billed to Lessee, Lessee shall pay a reasonable proportion, to be determined by Lessor, of all charges jointly metered or billed. There shall be no abatement of rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

12. Assignment and Subletting.

12.1 Lessor's Consent Required.

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "assign or assignment") or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buy-out or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. "Net Worth of Lessee" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(d), or a noncurable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a noncurable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, ie. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 Terms and Conditions Applicable to Assignment and Subletting.

(a) Regardless of Lessor's consent, no assignment or subletting shall: (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of \$500 as consideration for Lessor's considering and

processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 Additional Terms and Conditions Applicable to Subletting. The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. Default; Breach; Remedies.

13.1 Default; Breach. A "Default" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "Breach" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The abandonment of the Premises; or the vacating of the Premises without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism.

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee.

(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee. In the event that Lessee commits waste, a nuisance or an illegal activity a second time then, the Lessor may elect to treat such conduct as a non-curable Breach rather than a Default.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 42, (viii) material safety data sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 40 hereof, other than those described in subparagraphs 13.1(a), (b), (c) or (d), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "debtor" as defined in 11 U.S.C. §101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph (e) is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 Remedies. If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under

any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 Inducement Recapture. Any agreement for free or abated rent or other charges, the cost of tenant improvements for Lessee paid for or performed by Lessor, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as "Inducement Provisions," shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 Late Charges. Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or \$100, whichever is greater. The Parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 Interest. Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due shall bear interest from the 31st day after it was due. The interest ("Interest") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 Breach by Lessor.

(a) **Notice of Breach.** Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor.** In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to seek reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "Condemnation"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the Building, or more than 25% of that portion of the Premises not occupied by any building, is taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. Brokerage Fees.

15.1 Additional Commission. In addition to the payments owed pursuant to Paragraph 1.9 above, and unless Lessor and the Brokers otherwise agree in writing, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires any rights to the Premises or other premises owned by Lessor and located within the same Project, if any, within which the Premises is located, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was executed.

15.2 Assumption of Obligations. Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.9, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue Interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

15.3 Representations and Indemnities of Broker Relationships. Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker or finder (other than the Brokers, if any) in connection with this Lease, and that no one other than said named Brokers is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. Estoppel Certificates.

(a) Each Party (as "Responding Party") shall within 10 days after written notice from the other Party (the "Requesting Party") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "Estoppel Certificate" form published by the AIR Commercial Real Estate Association, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. Definition of Lessor. The term "Lessor" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be

performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. **Severability.** The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. **Days.** Unless otherwise specifically indicated to the contrary, the word "days" as used in this Lease shall mean and refer to calendar days.

20. **Limitation on Liability.** The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor or its partners, members, directors, officers or shareholders, and Lessee shall look to the Premises, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. **Time of Essence.** Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. **No Prior or Other Agreements; Broker Disclaimer.** This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. **Notices.**

23.1 **Notice Requirements.** All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by email, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 **Date of Notice.** Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices delivered by hand, or transmitted by facsimile transmission or by email shall be deemed delivered upon actual receipt. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

24. **Waivers.**

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of moneys or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. **Disclosures Regarding The Nature of a Real Estate Agency Relationship.**

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) **Lessor's Agent.** A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: **To the Lessor:** A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. **To the Lessee and the Lessor:** a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) **Lessee's Agent.** An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. **To the Lessee:** A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. **To the Lessee and the Lessor:** a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) **Agent Representing Both Lessor and Lessee.** A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. b. Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not without the express permission of the respective Party, disclose to the other Party that the Lessor will accept rent in an amount less than that indicated in the listing or that the Lessee is willing to pay a higher rent than that offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. **No Right To Holdover.** Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. In the event that Lessee holds over, then the Base Rent shall be increased to 150% of the Base Rent applicable immediately preceding the expiration or termination. Holdover Base Rent shall be calculated on monthly basis. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. **Covenants and Conditions; Construction of Agreement.** All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. **Binding Effect; Choice of Law.** This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located.

30. **Subordination; Attornment; Non-Disturbance.**

30.1 **Subordination.** This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "Security Device"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices

(in this Lease together referred to as "Lender") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 **Attornment.** In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act of omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

30.3 **Non-Disturbance.** With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "Non-Disturbance Agreement") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 **Self-Executing.** The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. **Attorneys' Fees.** If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "Prevailing Party" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach (\$200 is a reasonable minimum per occurrence for such services and consultation).

32. **Lessor's Access; Showing Premises; Repairs.** Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect to Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. **Auctions.** Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. **Signs.** Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Except for ordinary "for sublease" signs, Lessee shall not place any sign upon the Premises without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

35. **Termination; Merger.** Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. **Consents.** Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. **Guarantor.**

37.1 **Execution.** The Guarantors, if any, shall each execute a guaranty in the form most recently published by the AIR Commercial Real Estate Association.

37.2 **Default.** It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Stoppage Certificate, or (d) written confirmation that the guaranty is still in effect.

38. **Quiet Possession.** Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. **Options.** If Lessee is granted any Option, as defined below, then the following provisions shall apply:

39.1 **Definition.** "Option" shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 **Options Personal To Original Lessee.** Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

39.3 **Multiple Options.** In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 **Effect of Default on Options.**

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

40. **Multiple Buildings.** If the Premises are a part of a group of buildings controlled by Lessor, Lessee agrees that it will abide by and conform to all reasonable rules and regulations which Lessor may make from time to time for the management, safety, and care of said properties, including the care and cleanliness of the grounds and including the parking, loading and unloading of vehicles, and to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessee also agrees to pay its fair share of common expenses incurred in connection with such rules and regulations.

41. **Security Measures.** Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or

other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties.

42. **Reservations.** Lessor reserves to itself the right, from time to time, to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary; and to cause the recording of parcel maps and restrictions, so long as such easements, rights, dedications, maps and restrictions do not unreasonably interfere with the use of the Premises by Lessee. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate any such easement rights, dedication, map or restrictions.

43. **Performance Under Protest.** If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

44. **Authority; Multiple Parties; Execution.**

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

45. **Conflict.** Any conflict between the printed provisions of this Lease and typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

46. **Offer.** Preparation of this Lease by either Party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

47. **Amendments.** This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

48. **Waiver of Jury Trial.** THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.

49. **Arbitration of Disputes.** An Addendum requiring the Arbitration of disputes between the Parties and/or Brokers arising out of this Lease is is not attached to this Lease.

50. **Accessibility; Americans with Disabilities Act.**

(a) The Premises: have not undergone an inspection by a Certified Access Specialist (CASp). have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq.

(b) Since compliance with the Americans with Disabilities Act (ADA) is dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in ADA compliance, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

51. Lessee acknowledges that its leasehold interest under this Lease may be subject to possessory interest taxes (a form of tax on tenant's or public entities) and Lessee shall pay all possessory interest taxes.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE AIR COMMERCIAL REAL ESTATE ASSOCIATION OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

- SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.
- RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES IS LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES IS LOCATED.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at: <u>Rancho Cucamonga, CA</u>	Executed at: <u>Rancho Cucamonga, CA</u>
On: _____	On: _____
By LESSOR: _____	By LESSEE: _____
<u>City of Rancho Cucamonga, CA</u>	<u>Gene De Biase, Anthony Cortese and</u>
	<u>Lorinda Cortese</u>

By: _____	By: _____
Name Printed: <u>John R. Gillison</u>	Name Printed: <u>Gene De Biase</u>
Title: <u>City Manager</u>	Title: _____

By: _____	By: _____
Name Printed: _____	Name Printed: <u>Anthony Cortese / Lorinda Cortese</u>
Title: _____	Title: _____

Address: <u>10500 Civic Center Dr.</u>	Address: _____
<u>Rancho Cucamonga, CA 91737</u>	

Telephone: (____) _____	Telephone: (____) _____
Facsimile: (____) _____	Facsimile: (____) _____
Email: _____	Email: _____
Email: _____	Email: _____

Exhibit A

(this intro will need touching up from Bruce) All items that are being stored on the property related to the landscape business (want to define the use the material is associated with) allowed under the Lease between the Tenant and Landlord shall be removed at the termination of the lease, including but not limited to:

- trucks
- storage containers
- mulch
- dirt (mounds)
- gravel
- rocks
- flagstone
- wood
- landscape material in both plastic gallon containers and box containers

In addition, the site must be free of debris and graffiti.

STAFF REPORT

PLANNING DEPARTMENT



Date: April 1, 2015

To: Mayor and Members of the City Council
John R. Gillison, City Manager

From: Candyce Burnett, Planning Director

By: Thomas Grahn, Associate Planner

Subject: CONSIDERATION OF DRAFT PRELIMINARY PRIORITY NEEDS ASSESSMENT FOR THE 2015-2019 CONSOLIDATED PLAN AND PRELIMINARY ANNUAL FUNDING RECOMMENDATIONS FOR THE 2015-2016 ANNUAL ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

RECOMMENDATION: Staff recommends that the City Council conduct a public hearing and provide input on the Preliminary Priority Needs Assessment to be used in the preparation of the 2015-2019 Consolidated Plan and the preliminary annual funding recommendations for the 2015-2016 Annual Action Plan for the City's Community Development Block Grant (CDBG) program.

BACKGROUND: The Housing and Community Development Act of 1974, as amended, created the Community Development Block Grant (CDBG) program to provide Federal funds to local jurisdictions for the purpose of developing viable urban communities by providing decent housing, a suitable living environment, and expanded economic opportunities principally for persons of low- and moderate-income. To participate in the CDBG program, the City is required to prepare a Consolidated Plan, a 5-year planning document that identifies priority needs for affordable and supportive housing, community development, public services, and economic opportunities. In addition, the City is required to prepare a 1-year Annual Action Plan that implements the goals and objectives contained in the Consolidated Plan.

Following the City Council public hearing on April 1, 2015, the draft 2015-2019 Consolidated Plan and 2015-2016 Annual Action Plan will be published on the City website on Thursday, April 2, 2015. The draft Consolidated Plan and Annual Action Plan will be available for a 30-day public review and comment period beginning on Monday, April 6, 2015, and ending on Wednesday, May 6, 2015. Adoption of the 2015-2019 Consolidated Plan and 2015-2016 Annual Action Plan will be scheduled for City Council consideration at a public hearing on May 6, 2015. Written and verbal comments received through May 6, 2015 will be forwarded to the U.S. Department of Housing and Urban Development (HUD) as part of the final Consolidated Plan/Annual Action Plan. The Consolidated Plan/Annual Action Plan must be submitted to HUD by May 15, 2015, 45-days prior to the start of the new program year beginning on July 1, 2015.

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Consolidated Plan

To receive CDBG program funding, HUD requires each jurisdiction to prepare a Consolidated Plan, a 5-year planning document that addresses the use of Federal entitlement funds with the goal of providing decent housing, a suitable living environment, and expanded economic opportunities principally for persons of low- and moderate-income. It is designed to help local jurisdictions assess their affordable housing and community development needs and market conditions, and to make data-driven, place-based investment decisions. The consolidated planning process serves as the framework for a community-wide dialogue to identify housing and community development priorities that align and focus CDBG funding with those identified needs. The Consolidated Plan is carried out through the development and implementation of Annual Action Plans, which provide a concise summary of the actions, activities, and the specific Federal and non-Federal resources that will be utilized each year to address the priority needs and specific goals identified in the Consolidated Plan. Each grantee is required to report on accomplishments and progress toward Consolidated Plan goals in their Consolidated Annual Performance and Evaluation Report (CAPER), which is prepared following the completion of each program year.

The Consolidated Plan serves the following functions:

1. A planning document for the City of Rancho Cucamonga;
2. An application for Federal funds under HUD's formula grant programs;
3. An action plan that provides a strategy for carrying out goals and priorities; and
4. A basis for assessing performance.

The currently adopted Consolidated Plan covers 2010-2014 (July 1, 2010 to June 30, 2015). The proposed Consolidated Plan update will cover 2015-2019 (July 1, 2015 to June 30, 2020) and contain updated information regarding priority needs, income levels, affordable housing, and public service programs for special needs populations.

Annual Action Plan

The Annual Action Plan identifies how CDBG funds will be used during a program year; it sets accomplishment goals for each activity, and a time frame to complete them. The Annual Action Plan typically addresses the following areas: Administration, Capital Improvement, Home Improvement, Historic Preservation, and Public Service. All of the proposed activities must meet a CDBG National Objective, comply with the CDBG guidelines, and be included in the Consolidated Plan. A separate Annual Action Plan is prepared for each program year.

Funding/Eligibility

CDBG funds are provided by HUD based on a formula that considers a City's low-income census data, the extent of poverty, and age of the housing stock. Based upon this formula, Rancho Cucamonga will receive a grant allocation of \$783,677 for the 2015-2016 program year, a decrease of \$19,028 over our current program year funding (a 2.37 percent reduction). To be eligible for CDBG funding, a proposed activity must meet one of two primary goals of the CDBG program, which are 1) the development of viable urban communities, including decent housing, and a suitable living environment, or 2) the expansion of economic

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opportunities, principally for persons of low- and moderate-income. Additionally, a proposed activity must meet a CDBG National Objective that either benefits low- and moderate-income residents, eliminates conditions of slum and blight, or meets a particular urgent need. CDBG guidelines require that at least 70 percent of all funds be utilized on activities that benefit low- and moderate-income persons. Of those activities proposed for the 2015-2016 program year, 80 percent will benefit persons of low- and moderate-income. Lastly, each activity must be eligible under CDBG guidelines.

Eligible CDBG activities can include:

1. Housing-related types of activities;
2. Removal of Architectural Barriers to Public Facilities;
3. Rehabilitation and Preservation Activities;
4. Public Facilities and Improvements;
5. Public Service Activities;
6. Economic Development Activities; and
7. Planning and Program Administration.

Citizen Participation

HUD emphasizes public participation in the development of the Consolidated Plan through citizen participation at significant points in the process. Cities are required to make every effort to involve the community in the Consolidated Plan's development process, particularly those individuals that the Consolidated Plan strives to assist, including low- and moderate-income individuals and families, the homeless, and others with special needs. Federal laws relating to CDBG funds require cities to provide citizens with specific information about the amount of monies expected for the program and the range of activities that may be undertaken with those funds. Federal regulations also require a jurisdiction to hold at least two (2) public hearings throughout the program year and in order to obtain the views of citizens on housing and community development needs, including priority non-housing community development needs. One (1) of these hearings must be held before the proposed Consolidated Plan is published for comment. The City Council public hearing on April 1, 2015, is intended to solicit public comment on the City's housing and community development needs.

To obtain input from the community, staff solicited input from various stakeholder organizations, public service providers, and City departments. A public meeting was held on Monday, February 23, 2015, and those in attendance provided information regarding their current program needs and projected needs over the next 5 years. The City also distributed a survey to various stakeholder organizations, public service providers, and City departments requesting information regarding projected changes in their service population and anticipated funding needs over the next 5 years, as well as providing a general discussion of program goals.

Meeting participants and survey respondents projected an increase in their service population and either maintained or projected increases in their need for additional funding. In general, comments can be summarized as projected increases in their service population, changing

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demographics impacting service programs, changes in funding sources, and increased competitiveness for funding. Specific needs that were identified include senior services and facilities; youth programs such as after-school programs; transitional, affordable, and supportive housing and housing services for senior veterans and very low income and homeless individuals and families; and preventing homelessness such as offering financial literacy programs, where possible. This information was incorporated into the attached Priority Needs Assessment (Exhibit A), as discussed below.

ANALYSIS:

Preliminary Priority Needs Assessment

In developing a Consolidated Plan, a grantee first needs to analyze the needs within its jurisdiction and then propose strategies to meet those needs. The preliminary Priority Needs Assessment (Exhibit A) outlines the levels of relative need in the areas of affordable housing, homelessness, non-housing community development. This information is gathered through a number of methods, including the consultation with local agencies, public outreach, public hearings, a review of demographic and economic data sets, and a housing market analysis. Once finished, the needs assessment portion of the Consolidated Plan forms the basis of the Strategic Plan, a component of the Consolidated Plan; the Strategic Plan then details how each grantee will address its identified priority needs. The strategies to address these priority needs must reflect the current condition of the market, expected availability of funds, and local capacity to administer the plan.

The preliminary Priority Needs Assessment (Exhibit A) identifies and ranks specific community needs (i.e., housing assistance, public improvements, and public service assistance), establishes a High (H) and Low (L) priority need, and then identifies the cost to address any unmet annual need on an annual and 5-year basis. Through the Priority Needs Assessment, the City is able to establish a general ranking of the priority of specific programs that then address the needs of the City's extremely-low, low-, and moderate-income residents. Based on the results of that assessment, the City then is able to prepare a draft Consolidated Plan that accurately addresses and connects identified community needs with funding available to address that need. The preliminary Priority Needs Assessment in Exhibit A shows the following needs:

- *Affordable Housing:* Programs related to rehabilitation of existing units were identified as a high priority. The City manages two programs that address affordable housing needs in the community. This includes the City's Rental Assistance program, which provides a monthly subsidy to income eligible mobile home owners, and the City's Home Improvement Program, which provides grants and loans to income eligible single-family and mobile home owners. Both of these programs are only available to residents whose income are below 80 percent of the area median family income. The Rental Assistance program is closed and does not accept additional participants; however, the Home Improvement Program accepts requests for emergency and non-emergency homeowner assistance. Funding priorities are proposed to be focused on the continuation of these programs.

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- *Homelessness:* Programs related to emergency shelter and transitional housing were rated a high priority. The Sheriff's Department currently conducts homelessness outreach efforts through the HOPE program, providing support to the regions homeless population. The Family Resource Center provides homelessness prevention efforts by connecting residents with various public service providers. Funding priorities are proposed to be focused on sub-recipients that provide emergency shelter and transitional housing opportunities for eligible City residents.
- *Non-Housing Community Development Needs:* Programs related to providing senior services, youth services, public services, and public improvements were rated as high priorities. Funding priorities are proposed to be focused on all of these areas, including programs to address street improvements in low-income target neighborhoods, public service activities targeted to specific senior needs, youth at-risk needs, and general assistance needs of the community and historic preservation activities at the Etiwanda Depot.

Preliminary Annual Action Plan Funding Recommendations

In preparing the draft Annual Action Plan, staff has identified preliminary funding recommendations for allocation of entitlement funds for FY 2015-2016 (Exhibit B). These recommendations correspond to the community needs identified in the Priority Needs Assessment. The amounts shown below in **bold** refer to the recommended funding amounts, including the current allocation and reprogrammed funds.

Administration: Under Federal regulations, cities may allocate up to 20 percent of their entitlement allocation to fund for CDBG program administration.

- *CDBG Administration:* Administration and program management to ensure the efficient and effective use of Federal funds. *Staff recommends funding this activity **\$147,935**.*

Proposed funding for the Administration activity decreased by 2.37 percent since the 2014 program year, consistent with the overall reduction in Federal funding; however, the funds allocated to the CDBG Administration activity actually reduced by 7.85 percent because the Fair Housing activity was shifted from Public Service to Administration.

- *Fair Housing:* This activity supports HUD's mission to promote non-discrimination and ensure fair and equal housing opportunities. *Staff recommends funding this activity **\$8,800**.*

The proposed funding for this activity has not changed since the 2014 program year. Together, these Administrative activities compromise 20.0 percent of the 2015-2016 allocation.

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Capital Improvement: Includes funds to public facilities and for public improvements.

- *Wheelchair Ramps:* Retrofitting of existing intersection curbs to accommodate handicapped persons; this activity occurs on a City wide basis. *Staff recommends funding this activity \$22,850.*

The proposed funding for this activity has not changed since the 2014 program year.

- *Sidewalk Grinding and Replacement:* The grinding, repair, or replacement of damaged and/or inaccessible sidewalks located in low-income targeted neighborhoods. *Staff recommends funding this activity \$22,850.*

The proposed funding for this activity has not changed since the 2014 program year.

- *Madrone Avenue Street Improvements:* Design and construction of Madrone Avenue Street Improvements, along the frontage of the proposed Southwest Cucamonga Park. Proposed street improvements will provide for safe pedestrian access along the Southwest Cucamonga Park through the construction of sidewalks, curb and gutter, and the installation of street lights. *Staff recommends funding this activity \$132,000. (All funds allocated to this activity are reprogrammed funds, no new funds are provided).*

Although the City has previously funded Street Improvement activities, this activity was not funded in the 2014 program year. Together, these Capital Improvement activities comprise 5.83 percent of the 2015-2016 allocation.

Home Improvement: The City's Home Improvement Program offers zero interest, deferred payment loans up to \$30,000, and grants up to \$7,500 for eligible low-income, owner-occupied, single-family, and mobile homes. *Staff recommends funding this activity \$463,742.*

The proposed overall funding for the Home Improvement Program decreased 3.8 percent since the 2014 program year.

This activity comprises 59.18 percent of the 2015-2016 allocation.

Historic Preservation: This activity supports the preservation and historic restoration of the Etiwanda Pacific Electric Depot. *Staff recommends funding this activity \$153,669.25. (All funds allocated to this activity are reprogrammed funds and will be banked for future improvements to the depot).* Although the City has previously funded Historic Preservation activities, this activity was not funded in the 2014 program year.

This activity comprises 0.0 percent of the 2015-2016 allocation.

Public Service: Under Federal regulations, cities may allocate up to 15 percent of their entitlement allocation to fund public service providers. Fifteen percent of our entitlement is \$117,551, and staff recommends funding public service groups a total of \$117,500.

DRAFT PRELIMINARY PRIORITY NEEDS ASSESSMENT
CDBG CONSOLIDATED PLAN/ANNUAL ACTION PLAN
April 1, 2015
Page 7

Preliminarily, CDBG funded public service activities include: Graffiti Removal, Landlord Tenant Counseling, Homelessness and Emergency Food Assistance, Domestic Violence Shelter, Violence Prevention and Education, Senior, Youth At-Risk, and Literacy programs. *Staff recommends funding these activities \$117,500.*

Although the proposed funding available for the Public Service category has decreased 2.37 percent since the 2014 program year, consistent with the overall reduction in Federal funding, the amount of funds available for different activities actually increased because the Fair Housing activity was shifted to Administration. Overall funding for different public service activities increased or decreased from 2014 levels based on the Priority Needs Assessment.

These Public Service activities comprise 14.99 percent of the 2015-2016 allocation.

CORRESPONDENCE: Notice of the public hearing soliciting input on the preparation of the Consolidated Plan/Annual Action Plan, and proposed annual funding recommendations, was published in the Inland Valley Daily Bulletin on March 12, 2015.

Respectfully submitted,



Candyce Burnett
Planning Director

CB:TG/lis

Attachments: Exhibit A – Priority Needs Assessment
Exhibit B – Draft 2015-2016 CDBG Funding

**2015-2019 CONSOLIDATED PLAN
Priority Needs Assessment**

Priority Need	Priority Need	Unmet Annual Need	Estimated Annual Cost	Estimated 5-Year Cost
AFFORDABLE HOUSING				
Rental assistance	L	88	\$104,256	\$398,400
Production of new units	N	0	\$0	\$0
Rehabilitation of existing units				
Home Improvement Program	H	117	\$460,000	\$2,300,000
Acquisition of existing units	N	0	\$0	\$0
HOMELESSNESS				
Outreach	H	1	\$0	\$0
Emergency shelter and transitional housing	H	20	\$5,000	\$25,000
Rapid Re-housing	N	0	\$0	\$0
Prevention	H	1	\$0	\$0
NON-HOUSING COMMUNITY DEVELOPMENT				
Public Facilities				
Etiwanda Pacific Electric Depot	L	1	\$200,000	\$1,000,000
Public Improvements and Infrastructure				
Street Improvements				
La Grande Street	L	1	\$155,200	\$776,000
Madrone Avenue	H	1	\$26,400	\$132,000
Pecan Avenue	L	1	\$187,000	\$935,000
Sidewalk Grinding	H	1	\$22,850	\$114,250
Wheelchair Ramps	H	1	\$22,850	\$114,250
Public Services				
Senior Services				
Senior Nutrition	H	1,685	\$11,600	\$58,000
Senior Programs	H	965	\$12,000	\$60,000
Senior Transportation	H	140	\$15,400	\$77,000
Youth At-Risk Services				
Literacy	H	140	\$8,000	\$40,000
Youth Programs	H	2,276	\$22,450	\$112,250
Public Services (General)				
Domestic Violence Shelter	H	200	\$6,000	\$30,000
Emergency Food Assistance	H	960	\$18,500	\$92,500
Fair Housing Activities	H	30	\$15,000	\$75,000
Graffiti Removal	H	1	\$16,400	\$82,000
Landlord Tenant Counseling	H	450	\$12,000	\$60,000
Violence Prevention & Education	H	960	\$6,900	\$34,500
Economic Development	H	1	\$534,560	\$2,672,800

H = High, L = Low, N = No identified need.

DRAFT 2015-2016 CDBG FUNDING							
Program	Requested	Prior Year	Reprogram	Program Income	Proposed	% of Allocation	Total Allocation
CDBG Administration	\$160,541.00	\$0.00	\$0.00	\$0.00	\$156,735.00	20.00%	\$156,735.00
Capital Improvement Programs	\$177,700.00	\$0.00	\$132,000.00	\$0.00	\$45,700.00	5.83%	\$177,700.00
Historic Preservation	\$200,000.00	\$0.00	\$153,669.25	\$0.00	\$0.00	0.00%	\$153,669.25
Home Improvement Program	\$500,000.00	\$0.00	\$0.00	\$0.00	\$463,742.00	59.18%	\$463,742.00
Public Service Programs	\$164,900.00	\$0.00	\$0.00	\$0.00	\$117,500.00	14.99%	\$117,500.00
Total	\$1,203,141.00	\$0.00	\$285,669.25	\$0.00	\$783,677.00	100.00%	\$1,069,346.25
Administration							
CDBG Program Administration	\$147,935.00	\$0.00	\$0.00	\$0.00	\$147,935.00		\$147,935.00
IFHMB - Fair Housing	\$15,000.00	\$0.00	\$0.00	\$0.00	\$8,800.00		\$8,800.00
Subtotal - Administration	\$162,935.00	\$0.00	\$0.00	\$0.00	\$156,735.00		\$156,735.00
Capital Improvement Programs							
Rancho Cucamonga PWSD - Sidewalk Grinding	\$22,850.00	\$0.00	\$0.00	\$0.00	\$22,850.00		\$22,850.00
Rancho Cucamonga PWSD - Wheelchair Ramps	\$22,850.00	\$0.00	\$0.00	\$0.00	\$22,850.00		\$22,850.00
Rancho Cucamonga ESD - Madrone Ave Street Improv.	\$132,000.00	\$0.00	\$132,000.00	\$0.00	\$0.00		\$132,000.00
Subtotal - Capital Improvement	\$177,700.00	\$0.00	\$132,000.00	\$0.00	\$45,700.00		\$177,700.00
Historic Preservation							
Rancho cucamonga PD - Etiwanda Depot	\$200,000.00	\$0.00	\$153,669.25	\$0.00	\$0.00		\$153,669.25
Subtotal - Historic Preservation	\$200,000.00	\$0.00	\$153,669.25	\$0.00	\$0.00		\$153,669.25
Home Improvement Program							
Rancho Cucamonga PD - Home Improvement Program	\$500,000.00	\$0.00	\$0.00	\$0.00	\$463,742.00		\$463,742.00
Subtotal - Home Improvement	\$500,000.00	\$0.00	\$0.00	\$0.00	\$463,742.00		\$463,742.00
Public Service Programs							
Camp Fire ISCC	\$5,900.00				\$5,000.00		\$5,000.00
Foothill Family Shelter	\$5,000.00				\$5,000.00		\$5,000.00
Family Services Association - Senior Nutrition	\$10,000.00				\$10,000.00		\$10,000.00
House of Ruth	\$6,000.00				\$6,000.00		\$6,000.00
IFHMB - Landlord/Tenant	\$12,000.00				\$7,400.00		\$7,400.00
Inland Valley Hope Partners (SOVA)	\$10,000.00				\$10,000.00		\$10,000.00
National CORE - Hope Through Housing Foundation	\$20,000.00				\$0.00		\$0.00
Project Sister Family Services	\$6,900.00				\$5,000.00		\$5,000.00
Rancho Cucamonga CMO - Northtown/CASA	\$8,500.00				\$8,500.00		\$8,500.00
Rancho Cucamonga CSD - Northtown Collaborative	\$8,800.00				\$8,800.00		\$8,800.00
Rancho Cucamonga CSD - Senior Services	\$12,000.00				\$12,000.00		\$12,000.00
Rancho Cucamonga CSD - Senior Transportation	\$15,400.00				\$15,400.00		\$15,400.00
Rancho Cucamonga Public Library - Back To Basics	\$8,000.00				\$8,000.00		\$8,000.00
Rancho Cucamonga PWSD - Graffiti Removal	\$16,400.00				\$16,400.00		\$16,400.00
St. Vincent De Paul	\$20,000.00				\$0.00		\$0.00
Subtotal - Public Service	\$164,900.00				\$117,500.00		\$117,500.00
Funding Caps (Percentage of CDBG Allocation)							
Administration - 20% Funding Cap		20.00%					
Possible Additional to Administration		\$0.40					
Public Service Programs - 15% Funding Cap		14.99%					
Possible Additional to Public Service		\$51.55					
Funding as a percentage of Total Available Funds							
Administration		14.66%					
Capital Improvement Programs		16.62%					
Historic Preservation		14.37%					
Home Improvement Programs		43.37%					
Public Service Programs		10.99%					
Low/Mod Percentage of Program Year Allocation		80.00%					
Low/Mod Percentage of Total Allocation		70.97%					
Funding Differences							
Difference Btwn Requested & Allocation	\$419,464.00						

Prior Year Funds - Includes unspent funding allocated to that specific activity in a previous program year.

Reprogram Funds - Includes unspent funding allocated to a different activity in a previous program year.

Program Income - Funding returned to that specific activity from a prior year expense (typically a loan returned under the Home Improvement Program).

STAFF REPORT

ENGINEERING SERVICES DEPARTMENT



Date: April 1, 2015

To: Mayor and Members of the City Council
John R. Gillison, City Manager

From: Mark A. Steuer, Director of Engineering Services/City Engineer

By: Romeo M. David, Associate Engineer *RMD*
Shelley Hayes, Assistant Engineer *SH*

Subject: CONSIDERATION TO REJECT ALL THE BIDS RECEIVED FOR THE RED HILL PARK LAKE MODERNIZATION PROJECT AS NON-RESPONSIVE

RECOMMENDATION

It is recommended that the City Council reject all bids received for the Red Hill Park Lake Modernization Project as non-responsive to the needs of the City.

BACKGROUND/ANALYSIS

Per previous Council action, bids were solicited, received and opened on March 2, 2015, for the subject project. The Engineer's estimate was \$250,000.00; however, after evaluating the bids, staff has determined that all bids received exceed the Engineer's estimate by no less than 18 percent. In being financially prudent, staff recommends that all bids be rejected for the Red Hill Park Lake Modernization Project as non-responsive to the needs of the City.

Staff will reevaluate the project scope and make modifications as necessary in attempt to solicit bids in-line with the Engineer's estimate.

Respectfully submitted,

Mark A. Steuer
Director of Engineering Services/City Engineer

MAS/RMD/SH:ls

Attachment



UPLAND

PROJECT
LOCATION

CITY OF RANCHO CUCAMONGA

REDHILL PARK
LAKE RECONSTRUCTION





STAFF REPORT

ADMINISTRATIVE SERVICES GROUP

Date: April 1, 2015

To: Mayor and Members of City Council
John R. Gillison, City Manager

From: Lori E. Sassoon, Deputy City Manager/Administrative Services *LS*

By: Ingrid Y. Bruce, GIS/Special Districts Manager *IB*

Subject: **CONSIDERATION OF APPROVAL OF A RESOLUTION ADOPTING A BOUNDARY MAP OF THE TERRITORY PROPOSED FOR INCLUSION IN PROPOSED WEST-SIDE NEIGHBORHOOD PARKS AND STREET LIGHTING COMMUNITY FACILITIES DISTRICT NO.1.**

RECOMMENDATION

It is recommended that the City Council approve a resolution adopting a boundary map showing the boundaries of the territory proposed for inclusion in proposed West-side Neighborhood Parks and Street Lighting Community Facilities District (CFD) No.1. The approval of such a boundary map is a necessary prerequisite to the formation of any CFD. The boundary map clearly identifies the property to be included in the proposed CFD.

BACKGROUND

The proposed CFD would replace the existing Park District PD-85, Landscape Maintenance Districts 1, 3A, 3B, and 5, and Street Lighting Districts 2 and 6. These districts would be completely dissolved and their assessment eliminated upon the formation of the proposed CFD and approval of the levy of special taxes within such CFD by the qualified electors of such CFD. At the City Council meeting of March 4, 2015, the City Council unanimously voted to direct staff to pursue the formation of the CFD for consideration by the voters on the November 2015 ballot, and to continue the public information and outreach process to gather community feedback.

In order to form the CFD, several preliminary actions are required by the City Council. One of those actions is the adoption of a boundary map that clearly shows which properties are included in the proposed CFD. The attached Resolution accomplishes this purpose. The boundary map will be recorded in the office of the County Recorder of the County of San Bernardino and will give notice to any prospective buyer of all or any portion of the property within the boundaries of the proposed CFD of the pendency of the formation proceedings.

Other Updates

Since the March 4 Council meeting, staff has been working with the legal and public information teams to update the schedule of recommended actions. Below is an updated summary of the key steps and tentative schedule to be undertaken for the formation of the CFD:

CONSIDERATION OF APPROVAL OF A RESOLUTION ADOPTING A BOUNDARY MAP OF THE TERRITORY PROPOSED FOR INCLUSION IN PROPOSED WEST-SIDE NEIGHBORHOOD PARKS AND STREET LIGHTING COMMUNITY FACILITIES DISTRICT NO.1.

APRIL 1, 2015

**PROPOSED CALENDAR OF EVENTS
CITY OF RANCHO CUCAMONGA
WEST END COMMUNITY FACILITIES DISTRICT**

Date	Action
April 1, 2015	City Council approves the resolution approving boundary map.
April 6, 2015	Boundary Map of District filed with County Recorder's Office
May 20, 2015	City Council adopts resolution of intention to establish District and authorize levy of special taxes (the "ROI"); calls hearing on formation of CFD between 30 to 60 days from adoption of ROI.
June 16, 2015	Notice of the hearing on formation of CFD by first class mail to each landowner within the proposed CFD.
July 1, 2015	PUBLIC HEARING City Council conducts public hearing. Changes may be made to authorized facilities and services and rate and method of apportionment.
July 15, 2015	RESOLUTION OF FORMATION City Councils adopts resolution of formation establishing District and providing for levy of special taxes if there was no majority protest at public hearing. City Council adopts resolution calling special election for November 3, 2015 for the levy of special taxes and establishment of appropriations limit. City Council adopts resolution requesting County Board of Supervisors to consolidate special election with statewide general election.
August 7, 2015	COUNTY SUBMISSION City staff submits Resolution Requesting Consolidation, Ballot Text, Impartial Analysis and Tax Rate Statement to County
November 3, 2015	ELECTION DAY Election is conducted by County
November 18, 2015	City Councils adopts resolution determining results of election if measure passes by 2/3 rd vote and City has received County's certification of election results.

Since the last meeting, staff has carefully reviewed the proposed budget for the new CFD, and reduced the budget slightly by reflecting reduced administrative charges and reserve set-asides. Staff also examined the proposal to provide a low-income senior discount of 50%. Staff's rationale for recommending the senior discount is based on the premise that while all property owners would benefit equally from the street lights, seniors would not benefit in the same way from the parks. No senior discount is proposed for commercial/industrial properties, and/or rental properties, and the requirements to qualify for the discount will be presented in detail as part of the Rate and Method of Apportionment (RMA) when the Resolution of intention comes before City Council for adoption

CONSIDERATION OF APPROVAL OF A RESOLUTION ADOPTING A BOUNDARY MAP OF THE TERRITORY PROPOSED FOR INCLUSION IN PROPOSED WEST-SIDE NEIGHBORHOOD PARKS AND STREET LIGHTING COMMUNITY FACILITIES DISTRICT NO.1.

APRIL 1, 2015

With these changes, there is no net impact to the residential rates as originally proposed; the rate would be \$89 annually. As noted in the prior staff report, the rate for the residential property will increase to \$178 when the home is sold for the first time to a new property owner.

Commercial/industrial rates will vary depending on the parcel size. An inflator will be recommended for inclusion in the RMA that will allow rates to go up each year based on actual costs to allow the new district keep pace with cost increases over time for contracts and utilities (primarily water).

By adopting this Resolution, the City Council is not forming the CFD. A public hearing and election of the affected property owners must be still held. The action meets one of the statutory requirements for forming a CFD.

Attachments:
Resolution
Boundary Map

RESOLUTION NO. 15 - 047**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA, ADOPTING A BOUNDARY MAP SHOWING THE BOUNDARIES OF THE TERRITORY PROPOSED FOR INCLUSION IN PROPOSED WEST-SIDE NEIGHBORHOOD PARKS AND STREET LIGHTING COMMUNITY FACILITIES DISTRICT NO. 1 OF THE CITY OF RANCHO CUCAMONGA**

WHEREAS, the City Council of the City of Rancho Cucamonga, California (the "City Council") desires to initiate proceedings to create a community facilities district 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, such community facilities district shall hereinafter be designated as West-Side Neighborhood Parks and Street Lighting Community Facilities District No. 1 of the City of Rancho Cucamonga (the "District"); and

WHEREAS, there has been submitted a map showing the boundaries of the territory proposed to be included in the District including properties and parcels of land proposed to be subject to the levy of special taxes by the District.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rancho Cucamonga, California, as follows:

Section 1. The above recitals are all true and correct.

Section 2. The map designated as "Proposed Boundary Map of West-Side Neighborhood Parks and Street Lighting Community Facilities District No. 1 of the City of Rancho Cucamonga, County of San Bernardino, State of California" (the "Boundary Map") showing the boundaries of the territory proposed for inclusion in the District upon

the initial establishment of the District, including properties and parcels of land proposed to be subject to the levy of special taxes by the District, is hereby approved and adopted.

Section 3. A certificate shall be endorsed on the original and on at least one (1) copy of the Boundary Map, evidencing the date and adoption of this Resolution, and within fifteen (15) days after the adoption of the Resolution fixing the time and place of the hearing on the establishment or extent of the District, a copy of such map shall be filed with the correct and proper endorsements thereon with the County Recorder, all in the manner and form provided for in Sections 3110 and 3111 of the Streets and Highways Code of the State of California.

[Remainder of this page intentionally left blank.]

Section 4. This resolution shall become effective upon its adoption.

PASSED, APPROVED, and ADOPTED this 1st day of April, 2015.

AYES:

NOES:

ABSENT:

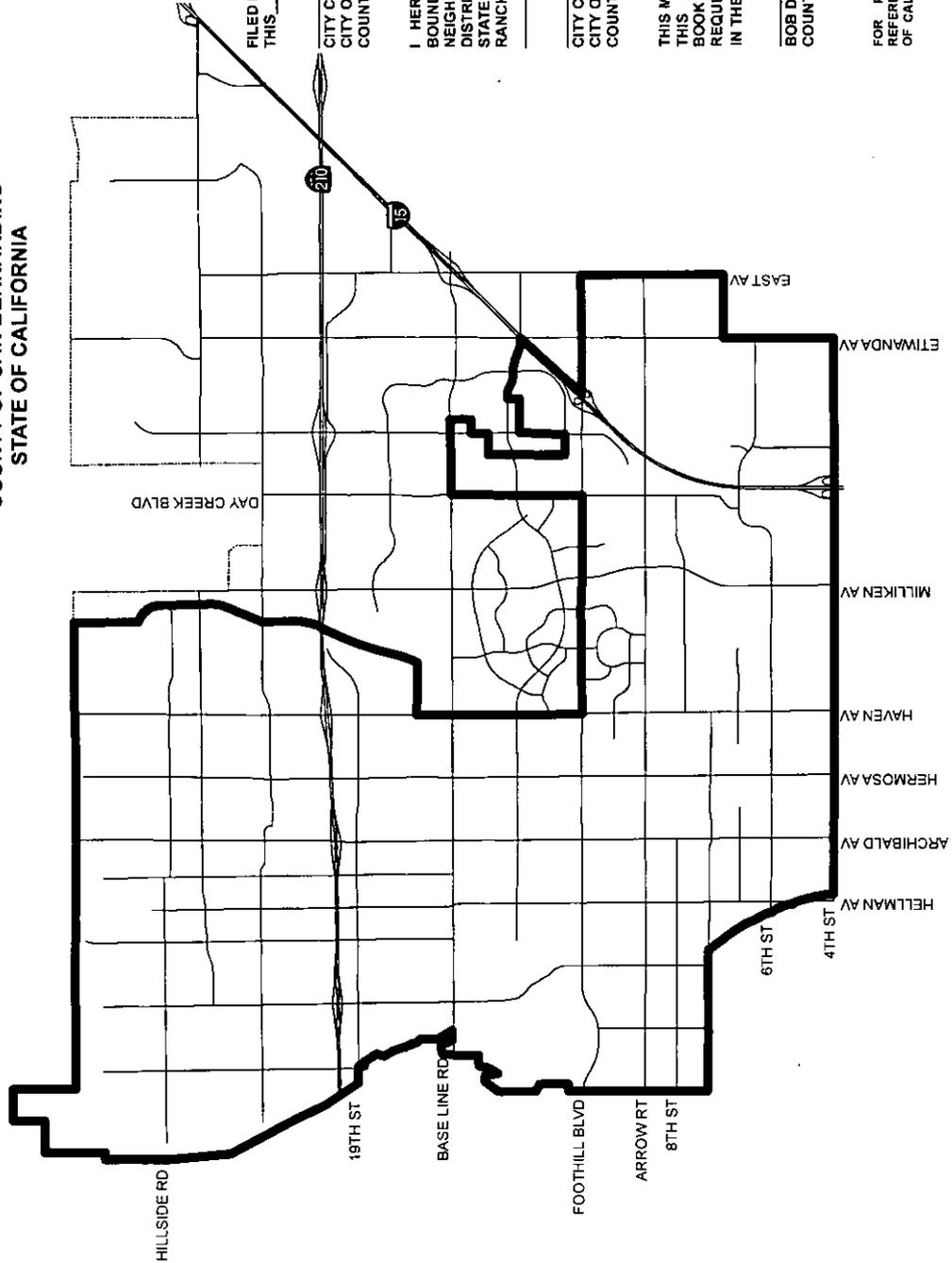
L. Dennis Michael, Mayor

ATTEST:

Janice C. Reynolds, City Clerk

**PROPOSED BOUNDARY OF
CITY OF RANCHO CUCAMONGA
WEST-SIDE NEIGHBORHOOD PARKS AND STREET LIGHTING
COMMUNITY FACILITIES DISTRICT NO. 1**

CITY OF RANCHO CUCAMONGA
COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF RANCHO CUCAMONGA
THIS _____ DAY OF _____, 2015

CITY CLERK
CITY OF RANCHO CUCAMONGA
COUNTY OF SAN BERNARDINO, CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED
BOUNDARIES OF THE CITY OF RANCHO CUCAMONGA WEST-SIDE
NEIGHBORHOOD PARKS AND STREET LIGHTING COMMUNITY FACILITIES
DISTRICT NO. 1, CITY OF RANCHO CUCAMONGA, COUNTY OF SAN BERNARDINO,
STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF
RANCHO CUCAMONGA, AT A MEETING THEREOF, HELD ON THE _____ DAY OF
_____, 2015, BY ITS RESOLUTION NO. _____

CITY CLERK
CITY OF RANCHO CUCAMONGA
COUNTY OF SAN BERNARDINO, CALIFORNIA

THIS MAP HAS BEEN FILED UNDER DOCUMENT NUMBER _____
THIS DAY OF _____, 20____, AT _____ M. IN
BOOK _____ OF _____ AT PAGE _____ AT THE
REQUEST OF _____ IN THE AMOUNT OF \$ _____

BOB DUTTON, ASSESSOR-RECORDER-COUNTY CLERK
COUNTY OF SAN BERNARDINO, CALIFORNIA

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS,
REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF SAN BERNARDINO, STATE
OF CALIFORNIA.

LEGEND

PROPOSED CFD BOUNDARY

