



# 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, JUNE 17, 2015**

#### REGULAR MEETINGS

1<sup>st</sup> and 3<sup>rd</sup> 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	<b>L. Dennis Michael</b>
MAYOR PRO TEM	<b>Sam Spagnolo</b>
COUNCIL MEMBERS	<b>William Alexander</b>
	<b>Lynne B. Kennedy</b>
	<b>Diane Williams</b>
CITY MANAGER	<b>John R. Gillison</b>
CITY ATTORNEY	<b>James L. Markman</b>
CITY CLERK	<b>Janice C. Reynolds</b>
CITY TREASURER	<b>James C. Frost</b>





# INFORMATION FOR THE PUBLIC



CIUDAD DE UCIAH

## **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](http://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](http://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**

1

**JUNE 17, 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  
FIRE PROTECTION DISTRICT, 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 FIRE MANAGEMENT EMPLOYEE GROUP. – FIRE
- E2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS PER GOVERNMENT CODE SECTION 54956.8 FOR PROPERTY GENERALLY LOCATED ON THE SOUTH EAST CORNER OF WHITTRAM AND ETIWANDA AVENUES; NEGOTIATING PARTIES LEONARD SANTORO, CBRE AND CHARLIE BUQUET; REGARDING PRICE AND TERMS. – CITY
- E3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9(B) – NUMBER OF CASES (2) – *SUCCESSOR AGENCY*

**F. RECESS**

**CLOSED SESSION TO RECESS TO THE REGULAR FIRE PROTECTION DISTRICT, PUBLIC FINANCING AUTHORITY, SUCCESSOR AGENCY 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.**



CUCAMONGA

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

2

## JUNE 17, 2015

### 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. Library Foundation Board Members Pam Easter and Phil Rodriguez to be sworn in.
- H2. Recognition of rescuers: Life Saving Citations for Matthew Hawker, and Certificates of Recognition for Matthew Hernandez, Sam Iftikhar, Umair Ahmed, Tim Barrett, Deputy David King, and Deputy Jason Salinas, who assisted at a structure fire.
- H3. Recognizing the diligence of Police Department personnel: Detectives Marc Beitler, Bill Stringer and Angelo Bautista, Deputy Rudy Delgado, Sheriff Service Specialist Laura Barnes, and Crime Analyst Kim Folkens, in solving a burglary.

### 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.

**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.



RANCHO CUCAMONGA

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

3

## JUNE 17, 2015

### 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: June 3, 2015 (Regular Meeting) and June 4, 2015 (Special Meeting).  | --- |
| J2. | Consideration to approve Check Register dated May 27, 2015 through June 09, 2015 for the total of \$164,373.35.  | 1   |
| J3. | Consideration to receive and file current Investment Schedule as of May 31, 2015.  | 10  |
| J4. | Consideration of approval of Amendments 001 renewing the professional services agreements with no rate increase with Williams Architects, Inc. (CO 14-261), IDS Group, Inc. (CO 14-268), Miller Architectural Corporation (CO 14-267), and SVA Architects, Inc. (CO 14-276) for architectural services; IDS Group, Inc. (CO 14-269) and Dahl, Taylor and Associates (CO 14-162) for electrical engineering services; IDS Group, Inc. (CO 14-270) and Brandow and Johnston, Inc. (CO 14-271) for structural engineering services, all on an as needed basis for FY 2015-2016 for various projects citywide, to be funded from various City and Fire accounts, contingent upon the approved budget for FY 2015-2016. | 17  |
| J5. | Consideration of adoption of Resolution No. FD 15-006 of the Rancho Cucamonga Fire Protection District to provide Workers Compensation Coverage for Volunteer Personnel.   | 19  |
|     | RESOLUTION NO. FD 15-006   | 20  |
|     | A RESOLUTION OF THE RANCHO CUCAMONGA FIRE PROTECTION DISTRICT TO PROVIDE WORKERS COMPENSATION COVERAGE FOR VOLUNTEER PERSONNEL   |     |
| J6. | Consideration of adoption of Resolution No. FD 15-007 of the of the Board of the Rancho Cucamonga Fire Protection District requesting membership in the Public Agency Risk Sharing Authority of California and participation in the PARSAC Workers' Compensation program, designation of the authorized Board representative and their authority.  | 21  |
|     | RESOLUTION NO. FD 15-007   | 22  |
|     | A RESOLUTION OF THE BOARD OF THE RANCHO CUCAMONGA FIRE PROTECTION DISTRICT REQUESTING MEMBERSHIP IN THE PUBLIC AGENCY RISK SHARING AUTHORITY OF CALIFORNIA AND PARTICIPATION IN THE PARSAC WORKERS' COMPENSATION PROGRAM, DESIGNATION OF THE AUTHORIZED BOARD REPRESENTATIVE AND THEIR AUTHORITY.  |     |



CITY OF CUPERTINO

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

4

## JUNE 17, 2015

### K. CONSENT CALENDAR – SUCCESSOR AGENCY

K1. Consideration to approve Minutes of: June 3, 2015 (Regular Meeting)

---

### L. CONSENT CALENDAR – PUBLIC FINANCING AUTHORITY

L1. Consideration to approve Minutes of: June 3, 2015 (Regular Meeting)

---

### M. CONSENT CALENDAR – CITY COUNCIL

M1. Consideration to approve Minutes of: June 3, 2015 (Regular Meeting) and June 4, 2015 (Special Meeting).

---

M2. Consideration to approve Check Register dated May 27, 2015 through June 09, 2015 and payroll ending June 09, 2015 for the total of \$5,886,288.71.

24

M3. Consideration to receive and file current Investment Schedule as of May 31, 2015.

33

M4. Consideration to approve an award to 1 Plus 1 Technology Inc. of Dublin, California, for Microsoft Server Licenses in the amount of \$177,175.00, funded in the amount of \$31,650.00 from Account No. 1001209-5152 (Information Services, Computer Software) and \$145,525.00 from Account No. 1714001-5152 (Computer Equipment/Technology Replacement Fund, Computer Software).

44

M5. Consideration of approval of Amendments 001 renewing the professional services agreements with no rate increase with Williams Architects, Inc. (CO 14-261), IDS Group, Inc. (CO 14-268), Miller Architectural Corporation (CO 14-267), and SVA Architects, Inc. (CO 14-276) for architectural services; IDS Group, Inc. (CO 14-269) and Dahl, Taylor and Associates (CO 14-162) for electrical engineering services; IDS Group, Inc. (CO 14-270) and Brandow and Johnston, Inc. (CO 14-271) for structural engineering services, all on an as needed basis for FY 2015-2016 for various projects citywide, to be funded from various City and Fire accounts, contingent upon the approved budget for FY 2015-2016.

45

M6. Consideration to approve the use of a Houston-Galveston Area Council Buy Cooperative Contract #EM06-13, award to RDO Equipment Company of Riverside, California, as a piggyback solution for the purchase of one (1) John Deere Backhoe Loader in the amount of \$173,079.08 in accordance with Request for Bids ("RFB") #14/15-014 (replacing Unit #1647) from Account No. 1712001-5603 (Equipment/Vehicle Replacement) in the amount of \$165,000 and authorize an additional appropriation into object 5603 in the amount of \$8,079.08 from the 712 fund balance.

47

M7. Consideration of approval of Amendments 001 renewing the professional services agreements with Dahl, Taylor and Associates (CO 14-127), Henrikson Owen (CO 14-128), Design West Engineering (CO 14-129), and Budlong and Associates, Inc. (CO 14-130) and Amendment 002 renewing the professional services agreement with JC Chang and Associates, Inc. (CO 14-126), to provide mechanical engineering services on an as needed basis no rate increases in FY 2015-2016 for various projects citywide, to be funded from various City accounts, contingent upon the approved budget for FY 2015-2016.

49



RANCHO CUCAMONGA

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

**5**

**JUNE 17, 2015**

- M8. Consideration of approval to authorize the advertising of the "Notice Inviting Bids" for the 4<sup>th</sup> Street from Archibald Avenue to Haven Avenue, 7<sup>th</sup> Street from Hellman Avenue to Archibald Avenue and Archibald Avenue from 4<sup>th</sup> Street to Foothill Boulevard Pavement Rehabilitation Projects to be funded from Gas Tax RT7360 and Measure I Funds.

**50**

RESOLUTION NO. 15-086

**52**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA APPROVING PLANS AND SPECIFICATIONS FOR THE "4<sup>TH</sup> STREET FROM ARCHIBALD AVENUE TO HAVEN AVENUE, 7<sup>TH</sup> STREET FROM HELLMAN AVENUE TO ARCHIBALD AVENUE AND ARCHIBALD AVENUE FROM 4<sup>TH</sup> STREET TO FOOTHILL BOULEVARD PAVEMENT REHABILITATION PROJECTS" IN SAID CITY AND AUTHORIZING AND DIRECTING THE CITY CLERK TO ADVERTISE TO RECEIVE BIDS.

- M9. Consideration to approve Amendment No. 002 renewing the Professional Services Agreements with no fee increase for Aufbau Corporation (CO 13-141), Onward Engineering (CO 13-143) and Dan Guerra & Associates (CO 13-142) for providing annual Public Works Inspection/Construction Support and Engineering Support Annual Services for FY 2015/2016, for proposed capital improvement projects throughout the City, to be funded from various individual project accounts as approved in the FY 2015/2016 Budget.

**57**

- M10. Consideration to approve Amendment No. 002 renewing the Professional Services Agreements with no fee increase for Dawson Surveying, Inc. (CO 13-137), LEH & Associates (CO 13-138), Westland Group, Inc. (CO 13-139) and Madole & Associates (CO 13-140) for providing annual survey services for FY 2015/2016, for proposed capital improvement projects throughout the City, to be funded from various individual project accounts as approved in the FY 2015/2016 Budget.

**59**

- M11. Consideration to approve Amendment No. 002 renewing the Professional Services Agreements with a fee increase for Ninyo & Moore (CO 13-132), Leighton Consulting, Inc. (CO 13-134) and Converse Consultants (CO 13-135) for providing annual soils and materials testing services for FY 2015/2016, for proposed capital improvement projects throughout the City, to be funded from various individual project accounts as approved in the FY 2015/2016 Budget.

**61**

- M12. Consideration to accept the bids received and award and authorize the execution of the contract in the amount of \$60,346.00, to the lowest responsive bidder, Vido Samarzich Inc., and authorize the expenditure of a 10% contingency in the amount of \$6,034.60, for the FY 2014/2015 Sidewalk Improvements for Bus Stops at Various Locations to be funded from Gas Tax R&T 7360 and Pedestrian Grant, Article 3 Funds, Account Nos. 1174303-5650/1823174-0 and 1214303-5650/1823214-0.

**63**

- M13. Consideration to approve Amendment No. 003 to renew Professional Services Agreement (CO#12-078) with Applied Metering Technologies, Inc. in the amount of \$132,000.00 for installation, configuration and meter reading services within the Rancho Cucamonga Municipal Utility service area for FY 2015/16 to be funded from 17053035309 Municipal Utility Fund and to extend term of said contract for four years with the option to renew in two year increments.

**65**



RANCHO CUCAMONGA

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

**6**

**JUNE 17, 2015**

M14. Consideration to approve Amendment No. 004 to renew Professional Services Agreement (CO#12-077) with Butsko Utility Design, Inc. for technical electrical engineering support within the Rancho Cucamonga Municipal Utility service area for FY 2015/16, to extend the term of said contract for four years with the option to renew in two year increments and increase contract to not exceed \$175,000.00 to be funded from 17053035309 Municipal Utility Fund.

**66**

M15. Consideration to approve Amendment No. 006 to renew Professional Services Agreement (CO#12-075) with International Line Builders, Inc. in the amount of \$165,000.00 for operation and maintenance of the Arbors Substation and the municipal utilities electrical distribution system within the Rancho Cucamonga Municipal Utility service area for FY 2015/16 to be funded from 17053035309 and 17053035603 Municipal Utility Funds and to extend term of said contract for four years with the option to renew in two year increments.

**67**

M16. Consideration to approve and authorize an increase to Professional Services Agreement (CO#14-008) to not exceed \$125,000.00 for Pacific Utility Installation for FY 2015/16 to be funded from 17053035309 and 17053035603 Municipal Utility Funds.

**68**

M17. Consideration to approve Amendment No. 002 to renew Professional Services Agreement (CO#13-083) with Richard Heath and Associates, Inc. in the amount of \$100,000.00 for energy conservation audits and implement a customer direct installation program for Rancho Cucamonga Municipal Utility customers for FY 2015/16 to be funded from 17063035300 Utility Public Benefit Fund.

**69**

M18. Consideration to order the annexation to Landscape Maintenance District No. 1 and Street Light Maintenance Districts No. 1 and 2 for DRC2013-01012, located at 6772 Jasper Street, submitted by Keith M. Arnold.

**71**

**RESOLUTION NO. 15-087**

**73**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA, ORDERING THE ANNEXATION OF CERTAIN TERRITORY TO LANDSCAPE MAINTENANCE DISTRICT NO. 1 (GENERAL CITY) FOR DRC2013-01012

**RESOLUTION NO. 15-088**

**78**

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 DRC2013-01012

**RESOLUTION NO. 15-089**

**83**

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. 2 (LOCAL STREETS) FOR DRC2013-01012



RANCHO CUCAMONGA

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

**7**

**JUNE 17, 2015**

M19. Consideration of approval to Renew/Extend Annual Contract (CO 15-060) with J&S Striping Inc. with no fee increase for Fiscal Year 2015-2016 for "Street Striping and Pavement Marking Maintenance" in the amount of \$150,00 to be Funded from Fund No. 11773035300 (Contract Services FY 2015-16). **88**

M20. Consideration of approval of a Resolution adopting a Side Letter Agreement to the Memorandum of Understanding between the City of Rancho Cucamonga and the Rancho Cucamonga City Employees Association. **89**

RESOLUTION NO. 15-090 **90**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA APPROVING A SIDE LETTER AGREEMENT BETWEEN THE CITY OF RANCHO CUCAMONGA AND THE RANCHO CUCAMONGA CITY EMPLOYEES ASSOCIATION

M21. Consideration of approval of a Resolution adopting a Side Letter Agreement to the Memorandum of Understanding between the City of Rancho Cucamonga and the San Bernardino Public Employees Association. **100**

RESOLUTION NO. 15-091 **101**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA APPROVING A SIDE LETTER AGREEMENT BETWEEN THE CITY OF RANCHO CUCAMONGA AND THE SAN BERNARDINO PUBLIC EMPLOYEES ASSOCIATION

M22. Consideration of approval of Amendment No. 005 for the final payment to Provo Engineering not to exceed \$25,064 from the Building and Safety's budgeted Account Number 1001-302-5200 - Contract Services for the contract fire plan checks and inspections for various construction projects in the City during Fiscal Year 2014-2015. **111**

M23. Approval of a Professional Services Agreement with Special Service for Groups (SSG) for services associated with the development of the Healthy RC Evaluation Plan in an amount not to exceed \$84,992 to be Funded from Account No. 1218107-5300/0-3731 (Healthy RC Program – Contract Services) in accordance with RFP #14/15-117. **113**

**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. Second reading of Ordinance No. 874 approving Development Code Amendment DRC2014-00879 – City of Rancho Cucamonga – An Ordinance amending the Development Code to provide a Floor Area Ratio (FAR) for hotels and motels (only) in order to allow more flexibility in the size of these types of uses/developments located within the City. **115**



RANCHO CUCAMONGA

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

**8**

**JUNE 17, 2015**

**ORDINANCE NO. 874 (SECOND READING)**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA APPROVING DEVELOPMENT CODE AMENDMENT DRC2014-00879, A REQUEST TO AMEND RATIO (FAR) OF 1.0 FOR HOTELS AND MOTELS (ONLY) IN THE INDUSTRIAL PARK DISTRICT IN ORDER TO ALLOW MORE FLEXIBILITY IN THE SIZE OF THESE TYPES OF USES/DEVELOPMENTS LOCATED WITHIN THE CITY AND MAKING FINDINGS IN SUPPORT THEREOF.

**116**

- N2. Second reading of Ordinance No. 875 approving Zoning Map Amendment DRC2014-00547-7418 Archibald, LLC – A request to amend the Zoning Map from Low (L) Residential to High(H) Residential and to establish a Senior Housing Overlay Zoning District (SH) for 2.25 acres of land, located on the west side of Archibald Avenue, south of Base Line Road; APN: 0208-031-58 and 0208-31-59.

**120**

Second Reading of Ordinance No. 876 approving Development Agreement # \_\_\_\_\_ DRC2014-00610 - 7418 Archibald, LLC for the purpose of providing a Senior Housing Project in accordance with the Senior Housing Overlay Zoning District (SHOZD) including a deviation from certain development standards for the development of a 24.462 square foot, 60-unit senior apartment complex on 2.25 acres of land located on the west side of Archibald Avenue, south of Base Line Road; APN: 0208-031-58 and 0208-031-59.

**120**

**ORDINANCE NO. 875 (SECOND READING)**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA, APPROVING ZONING MAP AMENDMENT DRC2014-00547 TO CHANGE 2.25 ACRES OF LAND FROM LOW (L) RESIDENTIAL TO HIGH (H) RESIDENTIAL AND TO ESTABLISH A SENIOR HOUSING OVERLAY ZONING DISTRICT (SH), LOCATED ON THE WEST SIDE OF ARCHIBALD AVENUE, SOUTH OF BASE LINE ROAD; APN: 0208-031-58 AND 0208-031-59; AND MAKING FINDINGS IN SUPPORT THEREOF

**121**

**ORDINANCE NO. 876 (SECOND READING)**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA APPROVING DEVELOPMENT AGREEMENT DRC2014-00610 FOR THE PURPOSE OF PROVIDING A SENIOR HOUSING PROJECT IN ACCORDANCE WITH THE SENIOR HOUSING OVERLAY ZONING DISTRICT (SHOZD) INCLUDING A DEVIATION FROM CERTAIN DEVELOPMENT STANDARDS FOR THE DEVELOPMENT OF A 24,641 SQUARE FOOT, 60-UNIT SENIOR APARTMENT COMPLEX ON 2.25 ACRES OF LAND LOCATED ON THE WEST SIDE OF ARCHIBALD AVENUE, SOUTH OF BASE LINE ROAD; APN: 0208-031-58 AND 0208-031-59

**125**

- N3. Second Reading of Ordinance No. 877 an Ordinance of the City Council of the City of Rancho Cucamonga, California, approving Victoria Community Plan Amendment DRC2014-00561 – Caldwell Land Solutions – A request to change the Victoria Community Plan zoning designation from School (S) to Low Medium (LM) Residential (4-8 dwelling units per acre) for a 6.5 acre site located on the northwest corner of Kenyon Way and Lark Drive in the Victoria Community Plan; APN: 1089-011-04.

**129**



RANCHO CUCAMONGA

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

9

## JUNE 17, 2015

### ORDINANCE NO. 877 (SECOND READING)

130

AN ORDINANCE OF THE CITY COUNCIL, CITY OF RANCHO CUCAMONGA CALIFORNIA APPROVING VICTORIA COMMUNITY PLAN AMENDMENT DRC2014-00561, A REQUEST TO CHANGE THE VICTORIA COMMUNITY PLAN ZONING DESIGNATION FROM SCHOOL (S) TO LOW MEDIUM (LM) RESIDENTIAL (4-8 DWELLING UNITS PER ACRE) FOR A 6.5 ACRE SITE LOCATED ON THE NORTHWEST CORNER OF KENYON WAY AND LARK DRIVE IN THE VICTORIA COMMUNITY PLAN; AND MAKING FINDINGS IN SUPPORT THEREOF – APN: 1089-011-04.

### O. 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.**

- O1. CONSIDERATION OF TIME EXTENSION DRC2015-00469 - RANCH HAVEN, LLC AND GOLDEN MEADOWLAND, LLC - A request for a one (1) year time extension of an existing Development Agreement (DRC2002-00156) regarding an approved project of 358 single-family lots on approximately 150.79 acres of land within the Etiwanda North Specific Plan, located south of the Southern California Edison corridor between Etiwanda Avenue and East Avenue. APN: 1087-081-19, 20, 21, 22, 23, 24. Related Files: Annexation DRC2002-00865, Tentative Tract SUBTT16072, Development Agreement Amendment DRC2013-00883. Staff has found the project to be within the scope of the project covered by a prior Environmental Impact Report certified by the City of Rancho Cucamonga in July 2004, and does not raise or create new environmental impacts not already considered in that Environmental Impact Report.

133

### RESOLUTION NO. 15-092

136

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA, APPROVING A REQUEST TO EXTEND THE DURATION OF A DEVELOPMENT AGREEMENT BY AN ADDITIONAL ONE (1) YEAR FOR DRC2002-00156, AN AGREEMENT FOR AN APPROVED PROJECT OF 358 SINGLE FAMILY LOTS ON APPROXIMATELY 150.79 ACRES OF LAND WITHIN THE ETIWANDA NORTH SPECIFIC PLAN, LOCATED SOUTH OF THE SOUTHERN CALIFORNIA EDISON CORRIDOR BETWEEN ETIWANDA AVENUE AND EAST AVENUE; AND MAKING FINDINGS IN SUPPORT THEREOF - APN: 1087-081-19, 20, 21, 22, 23, 24.

### P. CITY MANAGER'S STAFF REPORTS CITY COUNCIL

**The following items have no legal publication or posting requirements.**

- P1. Consideration to approve amendments to the Rancho Cucamonga Municipal Utility's Economic Development Rate Agreement.

207



RANCHO CUCAMONGA

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

**10**

**JUNE 17, 2015**

P2. Consideration of approval to amend the Rancho Cucamonga Municipal Utility Solar Rebate Program.

**220**

**Q. COUNCIL BUSINESS**

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

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

---

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

---

**R. IDENTIFICATION OF ITEMS FOR NEXT MEETING**

**S. ADJOURNMENT**

**CERTIFICATION**

I, Linda A. Troyan, MMC, 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 June 11, 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.

**Linda A. Troyan, MMC  
City Clerk Services Director  
City of Rancho Cucamonga**

June 3, 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 closed session on Wednesday, June 3, 2015 in the Tapia Room at the Civic Center, 10500 Civic Center Drive, Rancho Cucamonga, California. The meeting was called to order at 5:00 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; James L. Markman, City Attorney; Linda Daniels, Assistant City Manager; Lori Sassoon, Deputy City Manager/Administrative Services; Robert Neuber, Human Resources Director; 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 NEUBER, HUMAN RESOURCES DIRECTOR PER GOVERNMENT CODE SECTION 54954.2 REGARDING LABOR NEGOTIATIONS WITH THE SAN BERNARDINO PUBLIC EMPLOYEES ASSOCIATION TEAMSTERS LOCAL 1932, RANCHO CUCAMONGA CITY EMPLOYEES ASSOCIATION, AND FIRE MANAGEMENT EMPLOYEE GROUP. – CITY, FIRE
- E2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GC §54956.8 REGARDING REAL PROPERTY LOCATED AT 8812 SAN BERNARDINO ROAD AND 8870 SAN BERNARDINO ROAD, NORTH SIDE OF SAN BERNARDINO ROAD, WEST OF VINEYARD, IDENTIFIED AS PARCEL NUMBERS 0208-091-36 AND 0208-091-72. NEGOTIATING PARTIES: MIKE COSTELLO, FIRE CHIEF AND REGINA N. DANNER, ESQ. ON BEHALF OF THE DISTRICT AND DAVID J. AND ELIZABETH F. WALTERS, TRUSTEES OF THE DAVID J. AND ELIZABETH F. WALTERS LIVING TRUST, DATED DECEMBER 30, 2013 AND ALFREDO MACIAS AND HILDA F. HORDYK, TRUSTEES OF THE MACIAS/HORDYK FAMILY REVOCABLE TRUST, DATED MAY 30, 2003. UNDER NEGOTIATION: PRICE AND TERMS. – FIRE
- E3. CONFERENCE WITH REAL PROPERTY NEGOTIATORS PER GOVERNMENT CODE SECTION 54956.8 FOR PROPERTY GENERALLY LOCATED ON THE SOUTH EAST CORNER OF WHITTRAM AND ETIWANDA AVENUES; NEGOTIATING PARTIES LEONARD SANTORO, CBRE AND CHARLIE BUQUET; REGARDING PRICE AND TERMS. – CITY
- E4. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9(B) – NUMBER OF CASES (2) – SUCCESSOR AGENCY

## **C. PUBLIC COMMUNICATIONS ON CLOSED SESSION ITEM(S)**

No public communications were made.

## **D. CITY MANAGER ANNOUNCEMENTS**

No discussion or action was taken.

## **RECESS**

The closed session recessed at 6:00 p.m. with no action taken.

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

The regular 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; James L. Markman, City Attorney; Linda A. Troyan, City Clerk Services Director and Adrian Garcia, Assistant City Clerk.

Council Member Williams gave the Pledge of Allegiance.

## **H. ANNOUNCEMENTS/PRESENTATIONS**

H1. Presentation of Lifesaving Citation to Breanna Medina, Emergency Management Coordinator for her role in a recent medical emergency.

Mike Costello, Fire Chief, and Sandy Carnes, Emergency Medical Services, EMS, Administrator, introduced Breanna L. Medina, Emergency Management Coordinator, who recently saved a man's life by administering Hands Only CPR. Mayor Michael presented her with a Lifesaving Citation.

H2. Recognition of the Healthy RC Youth Leaders for receiving 1<sup>st</sup> Place in the Directing Change Student Film Contest focused on suicide prevention and ending the silence about mental illness

Mayor Michael and Members of the City Council recognized and presented Certificates of Recognition to members of Healthy RC Youth Leaders for receiving San Bernardino Region – 1<sup>st</sup> Place in the Directing Change Student Film Contest focused on suicide prevention and ending the silence about mental health illness among their peers.

Healthy RC Leaders in attendance were Maelin Aquino, Annika Kim and Jayson Liggins. Other member of the team not able to be in attendance were Luke Chen, Gianella Chinchilla, Demetra Kororessis, Ling Hun "Cindy" Li, and Kaylene Lozada.

Vanessa Echevarria, Management Aide, Healthy RC, showed the video that won first place and a PowerPoint presentation highlighting Healthy RC Youth Leaders. Healthy RC Youth Leaders Maelin Aquino, Annika Kim, and Jayson Liggins spoke about their experience in producing the video.

Mayor Michael announced tonight's meeting will be adjoining in memory of Dana Grace Housley, a freshman at Etiwanda High School and softball player who suffered a brain aneurysm. She passed away last Wednesday. On behalf of the City Council and the City of Rancho Cucamonga, he expressed deepest sympathy to the Dana Housley's family.

## I. PUBLIC COMMUNICATIONS

- I1. Tressy Capps spoke about SANBAG, SCAG, regional and local planning and her opposition to proposed toll road.
- I2. Shane Gray provided a prayer.
- I3. Janet Walton provided a prayer.
- I4. Judi Neal spoke against Countywide building plan, high density housing and against a toll road.
- I5. John Lyons advised the Coachella Valley Water District is conducting a public hearing on water rates on June 9, 2015, spoke about terrorism and support for police officers.
- I6. Linnie Drolet provided comments on SANBAG, SCAG and environmental justice.
- I7. Aileen Lam protested the placement of a tax lien for delinquent refuse charges on her property consumed by her tenant.

Mayor Michael informed her comments would be included under Item N4,"A public hearing for placement of special assessments and liens for delinquent refuse accounts "on the agenda.

- I8. Carolyn Gonzales commented on local and regional planning, governance and bureaucracy.

## 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: May 20, 2015 (Regular Meeting)
- J2. Consideration to approve Check Register dated May 13, 2015 through May 26, 2015 for the total of \$563,005.52.

- J3. Consideration to approve Amendment No. 002 extending the term of contract CO 13-210 with Commercial Cleaning Systems (CCS) of Costa Mesa, California to June 30, 2016, including a fee increase effective January 1, 2016, for Citywide Janitorial Services in an amount not to exceed \$500,000 for City and \$50,000 for Fire District to be funded from 1001312-5304 (Facilities Maintenance), 1700312-5304 (Sports Complex), and 3281529-5300 (Fire Facilities Maintenance) contingent upon the adopted budget for FY 2015-2016; authorize the City Manager or his/her designee to adjust the level of service and spending limit of said contracts in the future, on an as needed basis, in accordance with the Public Works Department janitorial service budget line 5304 and Fire District janitorial service budget line 5300; and to renew said contracts upon mutual consent of City, Fire District and Contractor for one (1) year periods up to an additional four (4) years ending June 30, 2020.
- J4. Consideration to approve Amendment 003 with Mariposa Landscapes, Inc. of Irwindale, California extending the term of contract CO 89-136 to June 30, 2016 with minor adjustments to the scope of work in an amount not to exceed \$398,700 in FY 2015-2016; approve Amendment 003 extending the term of contract CO 90-145 to June 30, 2016 in an amount not to exceed \$625,150 in FY 2015-2016; approve Amendment 006 extending the term of contract CO 93-006 to June 30, 2016 in an amount not to exceed \$827,350 for City facilities and \$70,200 for Fire District facilities in FY 2015-2016; for the maintenance of City parks, Archibald Library, County wash ends, and City and Fire District landscape sites, with no fee increases for City and Fire District facilities; contingent on the adopted budget for FY 2015-2016, to be funded from various General, Special and Fire Fund accounts; authorize the City Manager or his/her designee to adjust the level of service and spending limit of said contracts in the future, on an as needed basis, in accordance with the Public Works Department landscape maintenance budget line 5300 and Fire District landscape maintenance budget line 5300; and to renew said contracts upon mutual consent of City, Fire District and Contractor for one (1) year periods up to an additional four (2) years ending June 30, 2018.

MOTION: Moved by Mayor Pro Tem Spagnolo, seconded by Council Member Williams, to approve the staff recommendations in the staff reports for Consent Calendar Items J1 – J4. Motion carried 5-0.

### **K. CONSENT CALENDAR – SUCCESSOR AGENCY**

- K1. Consideration to approve Minutes of: May 20, 2015 (Regular Meeting)

MOTION: Moved by Council Member Kennedy, seconded by Council Member Williams, to approve the Minutes of May 20, 2015. Motion carried 5-0.

### **L. CONSENT CALENDAR – PUBLIC FINANCING AUTHORITY**

- L1. Consideration to approve Minutes of: May 20, 2015 (Regular Meeting)

MOTION: Moved by Council Member Alexander, seconded by Council Member Williams, to approve the Minutes of May 20, 2015. Motion carried 5-0.

### **M. CONSENT CALENDAR – CITY COUNCIL**

- M1. Consideration to approve Minutes of: May 20, 2015 (Special City Council Meeting) and May 20, 2015 (Regular Meeting).

- M2. Consideration to approve Check Register dated May 13, 2015 through May 26, 2015 and payroll ending May 26, 2015 for the total of \$3,721,605.36.
- M3. Consideration to approve Amendment No. 002 extending the term of contract CO 13-210 with Commercial Cleaning Systems (CCS) of Costa Mesa, California to June 30, 2016, including a fee increase effective January 1, 2016, for Citywide Janitorial Services in an amount not to exceed \$500,000 for City and \$50,000 for Fire District to be funded from 1001312-5304 (Facilities Maintenance), 1700312-5304 (Sports Complex), and 3281529-5300 (Fire Facilities Maintenance) contingent upon the adopted budget for FY 2015-2016; authorize the City Manager or his/her designee to adjust the level of service and spending limit of said contracts in the future, on an as needed basis, in accordance with the Public Works Department janitorial service budget line 5304 and Fire District janitorial service budget line 5300; and to renew said contracts upon mutual consent of City, Fire District and Contractor for one (1) year periods up to an additional four (4) years ending June 30, 2020.
- M4. Consideration to approve Amendment 003 with Mariposa Landscapes, Inc. of Irwindale, California extending the term of contract CO 89-136 to June 30, 2016 with minor adjustments to the scope of work in an amount not to exceed \$398,700 in FY 2015-2016; approve Amendment 003 extending the term of contract CO 90-145 to June 30, 2016 in an amount not to exceed \$625,150 in FY 2015-2016; approve Amendment 006 extending the term of contract CO 93-006 to June 30, 2016 in an amount not to exceed \$827,350 for City facilities and \$70,200 for Fire District facilities in FY 2015-2016; for the maintenance of City parks, Archibald Library, County wash ends, and City and Fire District landscape sites, with no fee increases for City and Fire District facilities; contingent on the adopted budget for FY 2015-2016, to be funded from various General, Special and Fire Fund accounts; authorize the City Manager or his/her designee to adjust the level of service and spending limit of said contracts in the future, on an as needed basis, in accordance with the Public Works Department landscape maintenance budget line 5300 and Fire District landscape maintenance budget line 5300; and to renew said contracts upon mutual consent of City, Fire District and Contractor for one (1) year periods up to an additional four (2) years ending June 30, 2018.
- M5. Consideration to reject the bid for the "Public Safety IAQ HVAC Project" as non-responsive to the needs of the City.
- M6. Consideration to accept the bids received, award and authorize the execution of a contract for "Traffic Signal and Safety Lighting Maintenance", effective July 1, 2015 through June 30, 2016, to the lowest responsive bidder, Siemens Industry, Inc. of Orange, California, contingent on the adopted budget for FY 2015/2016 in an amount not to exceed \$788,050 to be funded from accounts 1177303-5300 (\$768,050) and 1001318-5300 (\$20,000); authorize the City Manager or his/her designee to adjust the level of service and spending limit of said contract in the future, on an as needed basis, in accordance with the Public Works Services Department Traffic Signal and Safety Lighting maintenance budget line 5300 and to renew said contract upon mutual consent of City and Contractor for additional one (1) year periods up to a total of five (5) years ending June 30, 2020.
- M7. Consideration to approve amendment No. 003 to renew contract CO 08-162 with United Pacific Service, Inc. (UPS) of La Habra, California, with no fee increase and consistent with the original competitive bid process for Citywide Tree Maintenance services effective July 1, 2015 through June 30, 2016, contingent upon the adopted budget for FY 2015-2016 in an annual amount not to exceed \$977,500, to be funded from various City and landscape maintenance district accounts; authorize the City Manager or his/her designee to adjust the level of service and spending limit of said contract in the future on an as needed basis, in accordance with the Public Works Department tree maintenance budget lines 5300 and 5310; and to renew said contract upon mutual consent of City and Contractor for one (1) year periods up to an additional four (4) years ending June 30, 2020.

- M8. Consideration to accept the bids received and award and authorize the execution of the contract in the amount of \$517,813.20, to the lowest responsive bidder, R.J. Noble Company, and authorize the expenditure of a 10% contingency in the amount of \$51,781.32, for the 8<sup>th</sup> Street from Baker Avenue to Hellman Avenue, Baker Avenue from Main Street to Foothill boulevard and 6<sup>th</sup> Street from Hermosa Avenue to Haven Avenue Pavement Rehabilitation Projects to be funded from Gas Tax RT7360 and Measure I Funds, Account Nos. 11743035650/1849174-0, 11743035650/1851174-0 and 11773035650/1869177-0.
- M9. Consideration of a resolution of the City Council of the City of Rancho Cucamonga, California, adopting the amended Measure "I" Five-Year Capital Improvement Program for the expenditure of Measure "I" funds covering fiscal years 2014/2015 to 2018/2019.

RESOLUTION NO. 15-081

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA, ADOPTING THE AMENDED MEASURE "I" FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM COVERING FISCAL YEARS 2014/2015 TO 2018/2019 FOR THE EXPENDITURE OF MEASURE "I" FUNDS

- M10. Consideration for approval to authorize City Staff to file the claim for reimbursement from San Bernardino County Transportation Commission of Local Transportation Fund – Article 3 Pedestrian, Bicycle Facilities for eligible grant funds expended by the City for the Pacific Electric Trail Connection Project (aka Day Trail Improvements).
- M11. Consideration for approval to authorize City Staff to file the claim for reimbursement from San Bernardino County Transportation Commission of Local Transportation Fund – Article 3 Pedestrian, Bicycle Facilities for eligible grant funds expended by the City for the Pacific Electric Trail Connection Project (aka Deer/Day Trails Improvements).
- M12. Consideration of approval to accept Improvements, release the Faithful Performance Bond, accept a Maintenance Bond and file a Notice of Completion for improvements for Tract 18744, located on the north side of the 210 freeway westbound off-ramp at Day Creek Boulevard, submitted by Lennar Homes of California, Inc.

RESOLUTION NO. 15-082

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA, ACCEPTING THE PUBLIC IMPROVEMENTS FOR TRACT 18744 AND AUTHORIZING THE FILING OF A NOTICE OF COMPLETION FOR THE WORK

- M13. Consideration of approval to accept Improvements, release the Faithful Performance Bond, accept a Maintenance Bond and file a Notice of Completion for improvements for Parcel Map 18794 located at the north side of 7<sup>th</sup> Street, submitted by DCT 8th & Vineyard, LLC.

RESOLUTION NO. 15-083

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA, ACCEPTING THE PUBLIC IMPROVEMENTS FOR PARCEL MAP 18794 AND AUTHORIZING THE FILING OF A NOTICE OF COMPLETION FOR THE WORK.

- M14. Consideration of a Light Variance requested for Minors, Majors, Juniors and Senior Divisions Tournament hosted by District 71 Little League during June 15 – July 31, 2015, at Heritage, Day Creek, Epicenter and Red Hill Community Parks.

M15. Consideration to approve a Cooperative Agreement between the City of Rancho Cucamonga and San Bernardino Associated Governments (SANBAG) for the selection of a developer to entitle, construct, and operate a transit-oriented, mixed-use development at the Rancho Cucamonga Metrolink Station.

MOTION: Moved by Mayor Pro Tem Spagnolo, seconded by Council Member Williams, to approve the staff recommendations in the staff reports for Consent Calendar Items M – M15. Motion carried 5-0.

## **N. ADVERTISED PUBLIC HEARINGS CITY COUNCIL**

N1. Consideration of Environmental Assessment and Development Code Amendment DRC2014-00879 – City of Rancho Cucamonga - A proposal to amend the Development Code to provide a Floor Area Ratio (FAR) for hotels and motels (only) in order to allow more flexibility in the size of these types of uses/developments located within the City. Related files: Development Review DRC2014-00232. Staff has prepared a Mitigated Negative Declaration of environmental impacts for consideration.

### **ORDINANCE NO. 874 (FIRST READING)**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA APPROVING DEVELOPMENT CODE AMENDMENT DRC2014-00879, A REQUEST TO AMEND RATIO (FAR) OF 1.0 FOR HOTELS AND MOTELS (ONLY) IN THE INDUSTRIAL PARK DISTRICT IN ORDER TO ALLOW MORE FLEXIBILITY IN THE SIZE OF THESE TYPES OF USES/DEVELOPMENTS LOCATED WITHIN THE CITY AND MAKING FINDINGS IN SUPPORT THEREOF.**

Via PowerPoint presentation, Mike Smith, Associate Planner, reviewed the proposed amendments.

Mayor Michael opened the public hearing.

Public communications: There were none.

Mayor Michael closed the public hearing.

MOTION: Moved by Council Member Williams, seconded by Mayor Pro Tem Spagnolo, to introduce Ordinance No. 874 and waive full reading.

Linda Troyan, City Clerk Services Director, read the title of Ordinance No. 874

VOTES NOW CAST ON MOTION: Moved by Council Member Williams, seconded by Mayor Pro Tem Spagnolo, to introduce Ordinance No. 874 and waive full reading. Motion carried 5-0.

N2. Consideration of Environmental Assessment and General Plan Amendment DRC2014-00546 – 7418 Archibald, LLC - A request to amend the General Plan land use designation from Low (L) Residential to High (H) Residential for 2.25 acres of land, located on the west side of Archibald Avenue, south of Base Line Road; APN: 0208-031-58 and 0208-031-59. Related Files: Design Review DRC2014-00545, Zoning Map Amendment DRC2014-00547, Development Agreement DRC2014-00610, Minor Exception DRC2014-00713, and Tree Removal Permit DRC2015-00275. Staff has prepared a Mitigated Negative Declaration of environmental impacts for consideration.

Consideration of Environmental Assessment and Zoning Map Amendment DRC2014-00547 – 7418 Archibald, LLC - A request to amend the Zoning Map from Low (L) Residential to High (H) Residential and to establish a Senior Housing Overlay Zoning District (SH) for 2.25 acres of land, located on the west side of Archibald Avenue, south of Base Line Road; APN: 0208-031-58 and 0208-031-59. Related Files: Design Review DRC2014-00545, General Plan Amendment DRC2014-00546, Development Agreement DRC2014-00610, Minor Exception DRC2014-00713, and Tree Removal Permit DRC2015-00275. Staff has prepared a Mitigated Negative Declaration of environmental impacts for consideration.

Consideration of Environmental Assessment and Development Agreement DRC2014-00610 - 7418 Archibald, LLC – A Development Agreement between the City of Rancho Cucamonga and 7418 Archibald, LLC, for the purpose of providing a senior housing project in accordance with the Senior Housing Overlay Zoning District (SHOZD), including deviating from certain development standards, for the development of a 24,641 square foot, 60-unit senior apartment complex on 2.25 acres of land located on the west side of Archibald Avenue, south of Base Line Road; APN: 0208-031-58 and 0208-031-59. Related Files: Design Review DRC2014-00545, General Plan Amendment DRC2014-00546, Zoning Map Amendment DRC2014-00547, Minor Exception DRC2014-00713, and Tree Removal Permit DRC2015-00275. Staff has prepared a Mitigated Negative Declaration of environmental impacts for consideration.

#### RESOLUTION NO. 15-084

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA, APPROVING GENERAL PLAN AMENDMENT DRC2014-00546, A PROPOSED AMENDMENT TO THE GENERAL PLAN TO CHANGE THE GENERAL PLAN LAND USE DESIGNATION FROM LOW (L) RESIDENTIAL TO HIGH (H) RESIDENTIAL FOR 2.25 ACRES OF LAND, LOCATED ON THE WEST SIDE OF ARCHIBALD AVENUE, SOUTH OF BASE LINE ROAD; APN: 0208-031-58 AND 0208-031-59, AND MAKING FINDINGS IN SUPPORT THEREOF.

#### ORDINANCE NO. 875 (FIRST READING)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA, APPROVING ZONING MAP AMENDMENT DRC2014-00547 TO CHANGE 2.25 ACRES OF LAND FROM LOW (L) RESIDENTIAL TO HIGH (H) RESIDENTIAL AND TO ESTABLISH A SENIOR HOUSING OVERLAY ZONING DISTRICT (SH), LOCATED ON THE WEST SIDE OF ARCHIBALD AVENUE, SOUTH OF BASE LINE ROAD; APN: 0208-031-58 AND 0208-031-59; AND MAKING FINDINGS IN SUPPORT THEREOF

#### ORDINANCE NO. 876 (FIRST READING)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA APPROVING DEVELOPMENT AGREEMENT DRC2014-00610 FOR THE PURPOSE OF PROVIDING A SENIOR HOUSING PROJECT IN ACCORDANCE WITH THE SENIOR HOUSING OVERLAY ZONING DISTRICT (SHOZD) INCLUDING A DEVIATION FROM CERTAIN DEVELOPMENT STANDARDS FOR THE DEVELOPMENT OF A 24,641 SQUARE FOOT, 60-UNIT SENIOR APARTMENT COMPLEX ON 2.25 ACRES OF LAND LOCATED ON THE WEST SIDE OF ARCHIBALD AVENUE, SOUTH OF BASE LINE ROAD; APN: 0208-031-58 AND 0208-031-59

John Gillison, City Manager, introduced Tom Grahn, Associate Planner, who gave a PowerPoint presentation of the project and responded to questions of Council regarding parking and transportation.

Mayor Michael opened the public hearing.

Public communications: There were none.

Mayor Michael closed the public hearing.

MOTION: Moved by Mayor Pro Tem Spagnolo, seconded by Council Member Williams, to adopt Resolution No. 15-084. Motion carried 5-0.

MOTION: Moved by Council Member Kennedy, seconded by Council Member Williams, to introduce Ordinance No. 875 and waive full reading.

Linda Troyan, City Clerk Services Director, read the title of Ordinance No. 875.

VOTES NOW CAST ON MOTION: Moved by Council Member Kennedy, seconded by Council Member Williams, to introduce Ordinance No. 875 and waive full reading. Motion carried 5-0.

MOTION: Moved by Council Member Williams, seconded by Mayor Pro Tem Spagnolo, to introduce Ordinance No. 876 and waive full reading.

Linda Troyan, City Clerk Services Director, read the title of Ordinance No. 876.

VOTES NOW CAST ON MOTION: Moved by Council Member Williams, seconded by Mayor Pro Tem Spagnolo, to introduce Ordinance No. 876 and waive full reading. Motion carried 5-0.

- N3. Consideration of Environmental Assessment and Victoria Community Plan Amendment DRC2014-00561 – Caldwell Land Solutions - A request to change the Victoria Community Plan zoning designation from School (S) to Low Medium (LM) Residential (4-8 dwelling units per acre) for a 6.5 acre site located on the northwest corner of Kenyon Way and Lark Drive in the Victoria Community Plan; APN: 1089-011-04.

#### ORDINANCE NO. 877 (FIRST READING)

AN ORDINANCE OF THE CITY COUNCIL, CITY OF RANCHO CUCAMONGA CALIFORNIA APPROVING VICTORIA COMMUNITY PLAN AMENDMENT DRC2014-00561, A REQUEST TO CHANGE THE VICTORIA COMMUNITY PLAN ZONING DESIGNATION FROM SCHOOL (S) TO LOW MEDIUM (LM) RESIDENTIAL (4-8 DWELLING UNITS PER ACRE) FOR A 6.5 ACRE SITE LOCATED ON THE NORTHWEST CORNER OF KENYON WAY AND LARK DRIVE IN THE VICTORIA COMMUNITY PLAN; AND MAKING FINDINGS IN SUPPORT THEREOF – APN: 1089-011-04.

John Gillison, City Manager, introduced Tabe van de Zwaag, Associate Planner, who gave the Staff Report on Item N3 via PowerPoint presentation. In response to Mayor Michael, he confirmed the Etiwanda School District submitted a letter in support of the project. He also advised the Planning Commission considered the project and recommended approval.

Mayor Michael opened the public hearing.

Public communications: There were none.

Mayor Michael closed the public hearing.

MOTION: Moved by Mayor Pro Tem Spagnolo, seconded by Council Member Kennedy, to introduce Ordinance No. 877 and waive full reading.

Linda Troyan, City Clerk Services Director, read the title of Ordinance No. 877.

VOTES NOW CAST ON MOTION: Moved by Mayor Pro Tem Spagnolo, seconded by Council Member Kennedy, to introduce Ordinance No. 877 and waive full reading. Motion carried 5-0.

N4. A public hearing for placement of special assessments and liens for delinquent refuse accounts.

RESOLUTION NO. 15-085

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA, CONFIRMING THE REPORT OF DELINQUENT CHARGES FROM BURRTEC WASTE INDUSTRIES, INC. FOR REFUSE COLLECTION, WHICH SHALL CONSTITUTE SPECIAL ASSESSMENTS AND LIENS AGAINST THE RESPECTIVE PARCELS OF LAND AND SHALL BE COLLECTED FOR THE CITY OF RANCHO CUCAMONGA, CALIFORNIA AT THE SAME TIME AND IN THE SAME MANNER AS ORDINARY COUNTY AD VALOREM PROPERTY TAXES

John Gillison, City Manager introduced Linda Ceballos, Environmental Programs Manager, who presented the staff report via PowerPoint. She gave an overview of Ordinance No. 838 adopted in 2011 which established the requirements for mandatory payment for residential, commercial and industrial refuse collection service. She also outlined the past due notification process. The public hearing notice was published in the local newspaper and mailed certified return receipt on March 8, 2015. As a result of receipt of the notice, the city received, as of this afternoon, 6 written protests from owners of residential properties. One written protest was paid therefore, there are 5 remaining protests on the list. Staff received 158 public hearing notices returned unaccepted from the post office and they are under review. As of June 3, 2015, there were 587 delinquent accounts for a total of \$205,705.15.

Mayor Michael suggested staff work with the trash hauler, Burrtec, concerning advanced notification of a delinquent account and landlord tenant responsibility.

Council Member Williams suggested including information in Burrtec's newsletter and bill.

Mayor Michael opened the public hearing.

Public Communications:

Mike Fenton expressed concern with the notification process, especially for those traveling. He was willing to pay the amount, noting he just received notice.

Aileen Lam spoke about notification and provided a letter protesting the placement of a tax lien for delinquent refuse charges on her rental property.

Michael Arreguin, Vice President, Burrtec Waste Industries, stated it is the property owner's responsibility to make sure their tenant is compliant and confirmed Burrtec will work at improving communication and notification efforts.

Mayor Michael closed the public hearing.

MOTION: Moved by Council Member Alexander, seconded by Council Member Kennedy, to approve Resolution No. 15-085 confirming the report of delinquent charges from Burrtec Waste Industries, Inc. for refuse collection, which shall constitute special assessments and liens against the respective parcels of land and shall be collected for the City of Rancho Cucamonga at the same time and in the same manner as ordinary County ad valorem property taxes. Motion carried 5-0.

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

- O1. Consideration of the resignation of Commissioner Frances Howdyshell and authorization to advertise the vacancy, accept applications for the Planning Commission/Historic Preservation Commission.

John Gillison, City Manager, informed the Council of the resignation of Frances Howdyshell from the Planning Common/Historic Preservation Commission. He recommended Council accept the resignation and authorize staff to advertise the vacancy, accept applications, and schedule interviews on July 13, 2015.

Council consensus to direct staff to include the date of the interviews in the notice and application.

MOTION: Moved by Council Member Alexander, seconded by Council Member Williams, to accept the resignation of Frances Howdyshell from the Planning Commission/ Historic Preservation Commission and authorize staff to advertise the vacancy and accept applications to fill the position followed by a review of the applications with an interview date of July 13. Motion carried 5-0.

## P. COUNCIL BUSINESS

Items P1, P2 and P3 were heard concurrently.

- P1. CONSIDERATION OF THE CITY COUNCIL LIBRARY SUB-COMMITTEE'S RECOMMENDATION REGARDING REAPPOINTMENTS TO THE LIBRARY BOARD OF TRUSTEES.
- P2. CONSIDERATION OF THE CITY COUNCIL LIBRARY SUB-COMMITTEE'S RECOMMENDATION REGARDING REAPPOINTMENTS TO THE LIBRARY FOUNDATION.
- P3. CONSIDERATION OF THE CITY COUNCIL LIBRARY SUB-COMMITTEE'S RECOMMENDATION REGARDING APPOINTMENTS TO THE LIBRARY FOUNDATION BOARD.

Council Member Diane Williams gave a brief introduction and outlined the recommendations for Item P1, P2, and P3. She and Council Member Bill Alexander are the City Council Members on the Library Sub-Committee.

MOTION: Moved by Mayor Pro Tem Spagnolo, seconded by Council Member Kennedy, to approve the following:  
Reappoint Luella Hairston and Robert Coberly to the Library Board of Trustees.  
Reappoint Heidi Soehnel and Kathy Sommer to the Library Foundation.  
Appoint Pam Easter and Phil Rodriguez to the Library Foundation Board.

Motion carried 5-0.

**P4. INTER-AGENCY UPDATES (Update by the City Council to the community on the meetings that were attended.)**

Mayor Pro Tem Spagnolo reported on his attendance at an Omnitrans Board meeting earlier that day. At that meeting, he was confirmed President of their Board of Directors and Council Member Ron Daily from the City of Loma Linda, was selected Vice Chair. He reported over half a million riders have climbed aboard the sbX rapid transit line serving Loma Linda and San Bernardino since it launched a year ago.

Mayor Michael reported on the SANBAG Board of Directors meeting held earlier that day. The SANBAG Board of Directors adopted a \$504.3 million budget for fiscal year 2015/2016. The adopted budget includes sales tax revenue approved by voters which will be used for a bikeway interchange project between I15 and Baseline. Also, the Board of Directors selected its 2015/2016 Board President and Vice President. Effective June 18th, Mr. Ryan McEachron, Councilmember for the City of Victorville, will be President and County of San Bernardino First District Supervisor, Mr. Robert Lovingood, will be Vice President.

**P5. COUNCIL ANNOUNCEMENTS (Comments to be limited to three minutes per Council Member.)**

There were none.

**Q. IDENTIFICATION OF ITEMS FOR NEXT MEETING**

None were identified.

**R. ADJOURNMENT**

The meeting was adjourned at 9:21 p.m. in memory of Dana Grace Housley.

Respectfully submitted,

\_\_\_\_\_  
Linda A. Troyan, MMC  
City Clerk Services Director

Approved: Wednesday, June 17, 2015

June 4, 2015

CITY OF RANCHO CUCAMONGA  
SPECIAL CITY COUNCIL AND  
FIRE PROTECTION DISTRICT MINUTES

**CALL TO ORDER**

A special budget study session meeting of the City of Rancho Cucamonga City Council and Rancho Cucamonga Fire Protection District was held on Thursday, June 4, 2015, in the Tri-Communities Conference Room at the Civic Center located at 10500 Civic Center Drive, Rancho Cucamonga, California. Mayor/President L. Dennis Michael called the meeting to order at 5:04 p.m.

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

Also present were: John Gillison, City Manager; Linda Daniels, Assistant City Manager; Lori Sassoon, Deputy City Manager/Administrative Services; Jeff Bloom, Deputy City Manager/Economic and Community Development; Tamara Layne, Finance Director; Robert Neuber, Human Resources Director; Candyce Burnett, Planning Director; Bill Wittkopf, Public Works Services Director; Nettie Nielsen, Community Services Director; Trang Huynh, Building and Safety Services Director; Chief Mike Costello, Rancho Cucamonga Fire Protection District; Police Chief Danielle Boldt, Veronica Fincher, Animal Services Director; Linda Troyan, City Clerk Services Director and Adrian Garcia, Assistant City Clerk.

John Gillison, City Manager, led the Pledge of Allegiance.

**PUBLIC COMMUNICATIONS**

No communication was made from the public.

**ITEMS OF DISCUSSION**

**C1. DISCUSSION AND CONSIDERATION OF PROPOSED BUDGETS FOR FISCAL YEAR 2015/16.**

John Gillison, City Manager, presented the proposed budgets for Fiscal Year 2015-2016 via a PowerPoint presentation. The budgets reflect past and continuing fiscal discipline enhanced by a recovering economy, the City's commitment to rebuilding reserves lost with the dissolution of the Redevelopment Agency, full annual depreciation of technology infrastructure and no use of reserve funds.

City Manager Gillison displayed the results of a financial health diagnostic tool created by the League of California Cities that indicate a city's fiscal health and areas that need improvement or show early warning signs of financial problems. The diagnostic tool showed the City's General Fund is in very healthy condition in 11 of the 13 categories. Two categories of caution were fixed costs and labor costs as well as General fund subsidies of other funds. Fixed costs and labor costs include utilities, fuel, medical and pension costs while General Fund subsidies of other funds include funding of certain special districts and continuous contributions to the Sports Complex.

City Manager Gillison stated the League of California Cities reviewed the City's overall results and was confident that the City of Rancho Cucamonga remains solid in the relatively small group of "A" level fiscally sound communities in California.

Proposed Fiscal Year 201516 City budgets are:

City General Fund	\$74,273,520
Library Services	\$ 4,493,180
Fire Protection District	\$58,284,500
Special Funds (including CIP)	\$84,836,560

In response to Council Member Williams, City Manager Gillison assured overtime costs were included in the budget for weather related emergencies.

Mayor Pro Tem Spagnolo questioned if the two categories of caution from the analysis, fixed costs and labor costs, were typical of cities and asked what is the average fiscal health of cities in the California. City Manager Gillison confirmed the two categories would be typical and that there are no statistics regarding the use of the financial analysis tool by other cities.

All Members of the City Council complimented the City Manager and staff on a job well done in preparing the budget and promoting efficiency and the use of technology in the City.

Another meeting is scheduled for June 18, 2015 for adoption of the budget.

**ADJOURNMENT**

The meeting was adjourned at 6:17 p.m.

Respectfully submitted,

---

Linda A. Troyan, MMC  
City Clerk Services Director

Approved: \* \* \* \* \*

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

**P1**

**Agenda Check Register**

5/27/2015 through 6/9/2015

<u>Check No.</u>	<u>Check Date</u>	<u>Vendor Name</u>	<u>City</u>	<u>Fire</u>	<u>Amount</u>
AP 00000002	06/03/2015	EXELON GENERATION CO. LLC.	323,107.20	0.00	323,107.20
AP 00000003	06/03/2015	SAN BERNARDINO CTY SHERIFFS DEPT	2,510,019.00	0 00	2,510,019.00
AP 00000004	06/03/2015	SHELL ENERGY NORTH AMERICA	16,060 00	0 00	16,060.00
AP 00358645	05/27/2015	BELL, MICHAEL L.	0.00	1,560.49	1,560.49
AP 00358646	05/27/2015	LONCAR, PHILIP	0.00	920.36	920.36
AP 00358647	05/27/2015	TOWNSEND, JAMES	0.00	1,560.49	1,560.49
AP 00358648	05/27/2015	WALKER, KENNETH	0.00	246.76	246.76
AP 00358649	05/27/2015	A&V SOFTBALL	1,755.00	0.00	1,755.00
AP 00358650	05/27/2015	A'JONTUE, ROSE ANN	470 40	0 00	470.40
AP 00358651	05/27/2015	ACTIVE KIDS IN THE I.E.	3,292.80	0.00	3,292.80
AP 00358652	05/27/2015	AFLAC GROUP INSURANCE	79.40	0.00	79 40
AP 00358653	05/27/2015	ALBRECHT, DR. STEVEN F.	2,500.00	0.00	2,500.00
AP 00358654	05/27/2015	AMERICAN RESIDENTIAL SERVICES LLC	500.00	0.00	500.00
AP 00358655	05/27/2015	ARCHIBALD PET HOSPITAL	150 00	0.00	150.00
AP 00358656	05/27/2015	AROCHO, ALMA	861 00	0 00	861.00
AP 00358657	05/27/2015	ART OF LIVING FOUNDATION	150.00	0.00	150.00
AP 00358658	05/27/2015	AVANTS, MARGE	144.00	0.00	144 00
AP 00358659	05/27/2015	BLACK SKY CAPITAL	170 62	0 00	170.62
AP 00358660	05/27/2015	BOLDT, DANIELLE	800.00	0.00	800.00
AP 00358661	05/27/2015	CAL PERS LONG TERM CARE	248.21	0 00	248.21
AP 00358662	05/27/2015	CALIFORNIA FRANCHISE TAX BOARD	55.00	0.00	55.00
AP 00358663	05/27/2015	CALPERS	138,608.57	7,167.45	145,776.02 ***
AP 00358664	05/27/2015	CARTY, DIANE	816.00	0.00	816.00
AP 00358665	05/27/2015	CASTILLO, FRANCISCO	1,296 00	0 00	1,296.00
AP 00358666	05/27/2015	CHARTER COMMUNICATIONS	276.95	524.14	801.09 ***
AP 00358667	05/27/2015	CHRISTOPHER GARCIA MUSIC	399.00	0.00	399.00
AP 00358668	05/27/2015	CINTAS CORP. #150	2,661.73	0.00	2,661.73
AP 00358669	05/27/2015	CIRIACKS, VALERIE ANN	72.00	0 00	72.00
AP 00358670	05/27/2015	CITY RENTALS	220.00	0.00	220.00
AP 00358671	05/27/2015	CLARK, KAREN	1,575.00	0.00	1,575.00
AP 00358672	05/27/2015	CLAYTON, JANICE	15.00	0.00	15.00
AP 00358673	05/27/2015	CMRTA	50 00	0.00	50.00
AP 00358674	05/27/2015	COMBINED MARTIAL SCIENCE INC	2,268.00	0.00	2,268.00
AP 00358675	05/27/2015	CORBIN & ASSOCIATES	1,155.00	0.00	1,155.00
AP 00358676	05/27/2015	DAGHDEVIRIAN, KATHY	459 00	0.00	459.00
AP 00358677	05/27/2015	DANCE TERRIFIC	3,021 20	0.00	3,021.20
AP 00358678	05/27/2015	DENO JOSEPH BOSSIERE SR	10,000.00	0 00	10,000.00
AP 00358679	05/27/2015	DEPARTMENT OF JUSTICE	2,847.00	0.00	2,847.00
AP 00358680	05/27/2015	DOLLARHIDE, GINGER	150.00	0.00	150.00
AP 00358681	05/27/2015	DUNN, ANN MARIE	1,249 50	0.00	1,249.50
AP 00358682	05/27/2015	EASTERLING, RAY	192 00	0.00	192.00
AP 00358683	05/27/2015	ERICKSON, CATHERINE	657.50	0.00	657.50
AP 00358684	05/27/2015	ETERNAL LEGACY PROPERTIES INC.	25.87	0.00	25.87
AP 00358685	05/27/2015	FEDERAL EXPRESS CORP	110 93	0.00	110.93
AP 00358686	05/27/2015	FELICIANO, ANTHONY	528.00	0 00	528 00
AP 00358687	05/27/2015	GARCIA, VIVIAN	47.15	0.00	47.15
AP 00358688	05/27/2015	GILKEY, JOHN	150 00	0.00	150.00

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

**P2**

**Agenda Check Register**

5/27/2015 through 6/9/2015

<u>Check No.</u>	<u>Check Date</u>	<u>Vendor Name</u>	<u>City</u>	<u>Fire</u>	<u>Amount</u>
AP 00358689	05/27/2015	GIORDANO, MARIANNA	109.80	0.00	109.80
AP 00358690	05/27/2015	GOI.DEN STATE RISK MANAGEMENT AUTHORITY	113,225.00	1,127.00	114,352.00 ***
AP 00358691	05/27/2015	GOODFIELD, RICHARD	216.00	0.00	216.00
AP 00358692	05/27/2015	GRAINGER	1,904.76	65.53	1,970.29 ***
AP 00358693	05/27/2015	H & H GENERAL CONTRACTORS INC	487,171.51	0.00	487,171.51
AP 00358694	05/27/2015	HAMILTON, MONIQUE	960.00	0.00	960.00
AP 00358695	05/27/2015	HAMPTON YOGA	525.00	0.00	525.00
AP 00358696	05/27/2015	HANSON, SUZANNE	403.20	0.00	403.20
AP 00358697	05/27/2015	HEILIG, KELLY	537.30	0.00	537.30
AP 00358698	05/27/2015	HEMAUER, PAUL	400.00	0.00	400.00
AP 00358699	05/27/2015	HYDER, NASIMA	320.00	0.00	320.00
AP 00358700	05/27/2015	IMSA	815.00	0.00	815.00
AP 00358701	05/27/2015	INDERWIESCHE, MATT	1,152.60	0.00	1,152.60
AP 00358702	05/27/2015	INLAND EMPIRE DRIVELINE	108.09	0.00	108.09
AP 00358703	05/27/2015	INLAND PRESORT & MAILING SERVICES	43.42	0.00	43.42
AP 00358704	05/27/2015	INLAND VALLEY DAILY BULLETIN	135.26	0.00	135.26
AP 00358705	05/27/2015	INLAND VALLEY DANCE ACADEMY	1,890.66	0.00	1,890.66
AP 00358706	05/27/2015	JOHNNY ALLEN TENNIS ACADEMY	4,050.60	0.00	4,050.60
AP 00358707	05/27/2015	K K WOODWORKING	43.16	0.00	43.16
AP 00358708	05/27/2015	KAISER FOUNDATION HEALTH PLAN INC	202,323.69	0.00	202,323.69
AP 00358709	05/27/2015	KINETIC LIGHTING INC	299.75	0.00	299.75
AP 00358710	05/27/2015	LANDSCAPE STRUCTURES INC	1,639.00	0.00	1,639.00
AP 00358711	05/27/2015	LEARNING RESOURCES NETWORK INC	395.00	0.00	395.00
AP 00358712	05/27/2015	LIFE ASSIST INC	0.00	2,841.64	2,841.64
AP 00358713	05/27/2015	MARIPOSA LANDSCAPES INC	1,351.80	0.00	1,351.80
AP 00358714	05/27/2015	MARQUEZ, SABRINA	81.20	0.00	81.20
AP 00358715	05/27/2015	MARSHALL, SYLVIA	1,239.60	0.00	1,239.60
AP 00358716	05/27/2015	MAXWELL, ANTHONY	48.00	0.00	48.00
AP 00358717	05/27/2015	MAXWELL, MICHELLE	72.00	0.00	72.00
AP 00358718	05/27/2015	MCMASTER CARR SUPPLY COMPANY	61.05	0.00	61.05
AP 00358719	05/27/2015	MEINEKE CAR CARE CENTER	56.65	0.00	56.65
AP 00358720	05/27/2015	MELEI, LILIENI	250.00	0.00	250.00
AP 00358721	05/27/2015	MGT OF AMERICA INC	11,250.00	0.00	11,250.00
AP 00358722	05/27/2015	MIDWEST TAPE	513.84	0.00	513.84
AP 00358723	05/27/2015	MINUTEMAN PRESS	2,543.41	0.00	2,543.41
AP 00358724	05/27/2015	MITSUBISHI ELECTRIC US INC	626.95	0.00	626.95
AP 00358725	05/27/2015	MORRIS, RICHARD	351.60	0.00	351.60
AP 00358726	05/27/2015	MSA INLAND EMPIRE/DESERT CHAPTER	185.00	0.00	185.00
AP 00358727	05/27/2015	MUSICSTAR	1,122.00	0.00	1,122.00
AP 00358728	05/27/2015	N F P A	0.00	165.00	165.00
AP 00358729	05/27/2015	N F P A	330.00	0.00	330.00
AP 00358730	05/27/2015	NATIONWIDE ENVIRONMENTAL SERVICES	11,648.00	0.00	11,648.00
AP 00358731	05/27/2015	NEWCOMB ANDERSON MCCORMICK INC	8,506.71	5,671.15	14,177.86 ***
AP 00358732	05/27/2015	OCCUPATIONAL HEALTH CTRS OF CA	1,665.21	0.00	1,665.21
AP 00358733	05/27/2015	OFFICE DEPOT	2,426.97	0.00	2,426.97
AP 00358734	05/27/2015	ONTRAC	55.84	0.00	55.84
AP 00358735	05/27/2015	ONWARD ENGINEERING	1,190.00	0.00	1,190.00

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

**P3**

**Agenda Check Register**

5/27/2015 through 6/9/2015

<u>Check No.</u>	<u>Check Date</u>	<u>Vendor Name</u>	<u>City</u>	<u>Fire</u>	<u>Amount</u>
AP 00358736	05/27/2015	ORONA, PATRICIA	1,140.00	0 00	1,140.00
AP 00358737	05/27/2015	OTT, LAURA	774.00	0 00	774.00
AP 00358738	05/27/2015	OTT, SHARON	562.00	0.00	562.00
AP 00358739	05/27/2015	PAL CAMPAIGN	10 00	0 00	10 00
AP 00358740	05/27/2015	PEP BOYS	29.16	0 00	29.16
AP 00358741	05/27/2015	PEPE'S TOWING SERVICE	55.00	0.00	55.00
AP 00358742	05/27/2015	PERERA, MICHELLE	14.60	0.00	14.60
AP 00358743	05/27/2015	PETES ROAD SERVICE INC	2,040.16	0.00	2,040.16
AP 00358744	05/27/2015	PRE-PAID LEGAL SERVICES INC	84.24	0.00	84.24
AP 00358745	05/27/2015	PRECISION GYMNASTICS	3,175.90	0.00	3,175.90
AP 00358746	05/27/2015	QUALA TEL ENTERPRISES	0.00	1,305.89	1,305.89
AP 00358747	05/27/2015	R & R LIGHTING COMPANY INC	429.56	0.00	429 56
AP 00358748	05/27/2015	RAINEY, LATREACE	372.00	0 00	372.00
AP 00358749	05/27/2015	RANCHO DISPOSAL SERVICES INC	160.00	0.00	160.00
AP 00358750	05/27/2015	RANCHO REGIONAL VETERINARY HOSPITAL INC	150.00	0.00	150.00
AP 00358751	05/27/2015	RC PHOTO CLUB	410 00	0.00	410.00
AP 00358752	05/27/2015	RESCUE RESPONSE GEAR LLC	0.00	219.36	219.36
AP 00358753	05/27/2015	RF WHITE CO INC	2,145.15	0 00	2,145.15
AP 00358754	05/27/2015	RIALTO ANIMAL HOSPITAL	150 00	0 00	150.00
AP 00358755	05/27/2015	RIGELMAN, ENCARNACION ONTIVEROS	60 00	0 00	60.00
AP 00358756	05/27/2015	ROBLES, RAUL P	161.00	0.00	161.00
AP 00358757	05/27/2015	SAMS CLUB/GECRB	117 44	0.00	117.44
AP 00358758	05/27/2015	SAN BERNARDINO COUNTY SHERIFFS DEPT	2,858.20	0 00	2,858 20
AP 00358759	05/27/2015	SAN BERNARDINO COUNTY	400.00	0 00	400 00
AP 00358760	05/27/2015	SANDOVAL, ENTERPRISES OF AMERICA	12,000.00	0.00	12,000 00
AP 00358761	05/27/2015	SBPEA	931.32	0 00	931.32
AP 00358762	05/27/2015	SC FUELS	0 00	3,260 18	3,260.18
AP 00358763	05/27/2015	SENECHAL, CALVIN	702.60	0.00	702.60
AP 00358764	05/27/2015	SEXTON, SHEILA	6 00	0 00	6 00
AP 00358765	05/27/2015	SHERIFFS COURT SERVICES	150.00	0.00	150.00
AP 00358766	05/27/2015	SHERIFFS COURT SERVICES	93 38	0.00	93.38
AP 00358767	05/27/2015	SHRED PROS	0.00	80.00	80.00
AP 00358768	05/27/2015	SIRSIDYNIX	23,133.71	0 00	23,133.71
AP 00358769	05/27/2015	SO CALIF GAS COMPANY	17 97	310 03	328.00 ***
AP 00358770	05/27/2015	SO CALIF GAS COMPANY	1,500.97	0.00	1,500.97
AP 00358771	05/27/2015	SONSRAY MACHINERY LLC	522.19	0.00	522.19
AP 00358772	05/27/2015	SOURCE GRAPHICS	107 52	0.00	107.52
AP 00358774	05/27/2015	SOUTHERN CALIFORNIA EDISON	13,165.65	0.00	13,165.65
AP 00358775	05/27/2015	SOUTHERN CALIFORNIA EDISON	176,349.12	0 00	176,349.12
AP 00358776	05/27/2015	SOUTHERN CALIFORNIA FIRE SERVICES INC	0 00	255.90	255.90
AP 00358777	05/27/2015	SOUTHLAND FARMERS MARKET ASSOC INC	814.00	0 00	814.00
AP 00358778	05/27/2015	SOUTHWEST MOBILE STORAGE INC	2,651 40	0.00	2,651.40
AP 00358779	05/27/2015	SPARKLETT'S	76 00	0.00	76.00
AP 00358780	05/27/2015	STERICYCLE INC	1,059.27	0.00	1,059.27
AP 00358781	05/27/2015	SUNGARD PUBLIC SECTOR INC	1,100.00	0.00	1,100.00
AP 00358782	05/27/2015	SWANK MOTION PICTURES INC	984.00	0.00	984 00
AP 00358783	05/27/2015	SYSCO LOS ANGELES INC	2,525.59	0.00	2,525.59

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

**P4**

**Agenda Check Register**

5/27/2015 through 6/9/2015

<u>Check No.</u>	<u>Check Date</u>	<u>Vendor Name</u>	<u>City</u>	<u>Fire</u>	<u>Amount</u>
AP 00358784	05/27/2015	TANNER RECOGNITION COMPANY, O C	294.23	0.00	294.23
AP 00358785	05/27/2015	TERMINIX PROCESSING CENTER	0 00	382.75	382.75
AP 00358786	05/27/2015	THOMSON REUTERS WEST PAYMENT CENTER	415.34	0.00	415.34
AP 00358787	05/27/2015	TRACEY, VAL	384.00	0.00	384.00
AP 00358788	05/27/2015	U.S. BANK PARS ACCT #6746022500	15,439.71	0.00	15,439.71
AP 00358789	05/27/2015	U S. BANK PARS ACCT #6746022500	1,021.83	0.00	1,021.83
AP 00358790	05/27/2015	ULINE	3,229.20	0.00	3,229.20
AP 00358791	05/27/2015	UNIQUE MANAGEMENT SERVICES INC	956.64	0.00	956.64
AP 00358792	05/27/2015	UNITED ROTARY BRUSH CORPORATION	1,245.28	0.00	1,245.28
AP 00358793	05/27/2015	UNITED WAY	165.00	0.00	165.00
AP 00358794	05/27/2015	UNIVERSAL MARTIAL ARTS CENTERS	1,638.00	0.00	1,638.00
AP 00358795	05/27/2015	UPS	31.20	0.00	31.20
AP 00358796	05/27/2015	VALBROWN COMMUNICATIONS	750.00	0.00	750.00
AP 00358797	05/27/2015	VALDEZ, TRINA	40.00	0.00	40.00
AP 00358798	05/27/2015	VALLEY CREST LANDSCAPE	72,238.15	0.00	72,238.15
AP 00358799	05/27/2015	VECCHIO, TOM	310.00	0.00	310.00
AP 00358800	05/27/2015	VERIZON BUSINESS SERVICES	4,780.47	0.00	4,780.47
AP 00358801	05/27/2015	VICTOR MEDICAL COMPANY	39.79	0.00	39.79
AP 00358802	05/27/2015	VISION SERVICE PLAN CA	10,842.42	0.00	10,842.42
AP 00358803	05/27/2015	VORTEX INDUSTRIES INC	0.00	1,236.99	1,236.99
AP 00358804	05/27/2015	WALTERS WHOLESALE ELECTRIC CO	227.41	0.00	227.41
AP 00358805	05/27/2015	WAXIE SANITARY SUPPLY	7,369.69	0.00	7,369.69
AP 00358806	05/27/2015	WEST COAST LIGHTS & SIRENS	0.00	888.54	888.54
AP 00358807	05/27/2015	WESTERN RENEWABLE ENERGY GENERATION INFO !	675.00	0.00	675.00
AP 00358810	05/27/2015	XEROX CORPORATION	9,562.46	443.17	10,005.63 ***
AP 00358813	05/28/2015	BRODART BOOKS	7,743.92	0.00	7,743.92
AP 00358816	05/28/2015	CUCAMONGA VALLEY WATER DISTRICT	52,152.18	2,183.58	54,335.76 ***
AP 00358817	05/28/2015	INLAND VALLEY DAILY BULLETIN	5,779.58	0.00	5,779.58
AP 00358818	05/28/2015	IRONMAN PARTS AND SERVICES	354.90	0.00	354.90
AP 00358819	05/28/2015	KME FIRE APPARATUS	0.00	13,604.09	13,604.09
AP 00358820	05/28/2015	ORKIN PEST CONTROL	1,620.66	0.00	1,620.66
AP 00358821	05/28/2015	UNIFIRST UNIFORM SERVICE	0.00	45.78	45.78
AP 00358822	06/03/2015	VERIZON CALIFORNIA	213.55	0.00	213.55
AP 00358823	06/03/2015	A AND R TIRE SERVICE	2,966.73	0.00	2,966.73
AP 00358824	06/03/2015	AAA ELECTRIC MOTOR SALES	442.00	0.00	442.00
AP 00358825	06/03/2015	ABRAMS, JOHN	700.00	0.00	700.00
AP 00358826	06/03/2015	ABRAMS, JOHN	700.00	0.00	700.00
AP 00358827	06/03/2015	ACEY DECY EQUIPMENT INC.	312.50	0.00	312.50
AP 00358828	06/03/2015	ADOBE ANIMAL HOSPITAL	450.00	0.00	450.00
AP 00358829	06/03/2015	ADVANCED UTILITY SYSTEMS CORP.	15,525.00	0.00	15,525.00
AP 00358830	06/03/2015	AEI-CASC CONSULTING	4,862.53	0.00	4,862.53
AP 00358831	06/03/2015	AIR EXCHANGE INC	0.00	200.58	200.58
AP 00358832	06/03/2015	ALL CITIES TOOLS	0.00	339.39	339.39
AP 00358833	06/03/2015	ALL WELDING	291.60	0.00	291.60
AP 00358834	06/03/2015	ALLIANT INSURANCE SERVICES INC.	632.00	0.00	632.00
AP 00358835	06/03/2015	ALLIED STORAGE CONTAINERS	0.00	183.60	183.60
AP 00358836	06/03/2015	ALPHAGRAPHICS	319.09	0.00	319.09

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

**Agenda Check Register**

5/27/2015 through 6/9/2015

<u>Check No.</u>	<u>Check Date</u>	<u>Vendor Name</u>	<u>City</u>	<u>Fire</u>	<u>Amount</u>
AP 00358837	06/03/2015	ALTA LAGUNA MOBILE HOME PARK .	1,300.00	0.00	1,300.00
AP 00358838	06/03/2015	ALTA VISTA MOBILE HOME PARK	1,155.00	0.00	1,155.00
AP 00358839	06/03/2015	ARDEN THEATRE CO.	418.25	0.00	418.25
AP 00358840	06/03/2015	ASSI SECURITY	335.00	0.00	335.00
AP 00358841	06/03/2015	AUFBAU CORPORATION	4,876.00	0.00	4,876.00
AP 00358842	06/03/2015	AUNTIE M CREATIVE CONSULTANTS INC.	2,881.56	0.00	2,881.56
AP 00358843	06/03/2015	BABCOCK LABORATORIES INC	990.00	0.00	990.00
AP 00358844	06/03/2015	BALLOONS N' MORE	426.60	0.00	426.60
AP 00358845	06/03/2015	BARBARA'S ANSWERING SERVICE	572.00	0.00	572.00
AP 00358846	06/03/2015	BARNES AND NOBLE	1,873.63	0.00	1,873.63
AP 00358847	06/03/2015	BEST BEST AND KRIEGER	91.50	0.00	91.50
AP 00358848	06/03/2015	CALBO	105.00	0.00	105.00
AP 00358849	06/03/2015	CALIFORNIA BOARD OF EQUALIZATION, STATE OF	1,275.00	0.00	1,275.00
AP 00358850	06/03/2015	CARQUEST AUTO PARTS	286.62	572.50	859.12 ***
AP 00358851	06/03/2015	CARTY, DIANE	54.00	0.00	54.00
AP 00358852	06/03/2015	CASA VOLANTE MOBILE HOME PARK	1,500.00	0.00	1,500.00
AP 00358853	06/03/2015	CCS ORANGE COUNTY JANITORIAL INC.	560.50	0.00	560.50
AP 00358854	06/03/2015	CD PROPERTY SERVICES	795.00	0.00	795.00
AP 00358855	06/03/2015	CHIAFFEY JOINT UNION HIGH SCHOOL DIST	1,290.72	0.00	1,290.72
AP 00358856	06/03/2015	CHAPARRAL HEIGHTS MOBILE HOME PARK	776.00	0.00	776.00
AP 00358857	06/03/2015	CLAYTON, JANICE	29.42	0.00	29.42
AP 00358858	06/03/2015	CLEARWATER GRAPHICS INC	5,068.82	0.00	5,068.82
AP 00358859	06/03/2015	COMPUTER FORENSICS INTERNATIONAL	11,663.96	0.00	11,663.96
AP 00358860	06/03/2015	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	283.40	0.00	283.40
AP 00358861	06/03/2015	CORODATA MEDIA STORAGE INC	918.29	0.00	918.29
AP 00358862	06/03/2015	COUSIN, DAVID	624.00	0.00	624.00
AP 00358863	06/03/2015	CRIME SCENE STERI-CLEAN LLC	540.00	0.00	540.00
AP 00358864	06/03/2015	CROP PRODUCTION SERVICES INC	774.88	0.00	774.88
AP 00358865	06/03/2015	D AND K CONCRETE COMPANY	2,407.33	0.00	2,407.33
AP 00358866	06/03/2015	D2000 SAFETY INC.	0.00	5,940.45	5,940.45
AP 00358867	06/03/2015	DANIELS TIRE SERVICE	0.00	10,385.57	10,385.57
AP 00358868	06/03/2015	DELTA DENTAL	1,442.66	0.00	1,442.66
AP 00358869	06/03/2015	DELTA DENTAL	41,130.56	0.00	41,130.56
AP 00358870	06/03/2015	DEPARTMENT OF CONSUMER AFFAIRS	115.00	0.00	115.00
AP 00358871	06/03/2015	DEPARTMENT OF CONSUMER AFFAIRS	115.00	0.00	115.00
AP 00358872	06/03/2015	DIAMOND ENVIRONMENTAL SERVICES	757.40	0.00	757.40
AP 00358873	06/03/2015	DREAM SHAPERS	475.00	0.00	475.00
AP 00358874	06/03/2015	DREAM SHAPERS	475.00	0.00	475.00
AP 00358875	06/03/2015	DUMBELL MAN FITNESS EQUIPMENT, THE	150.00	0.00	150.00
AP 00358876	06/03/2015	EASY TO GET WIRELESS	1,134.00	0.00	1,134.00
AP 00358877	06/03/2015	EMBROIDME	78.26	0.00	78.26
AP 00358878	06/03/2015	ENVISIONWARE INC.	2,255.90	0.00	2,255.90
AP 00358879	06/03/2015	FASTAIRE HAND DRYERS INC.	1,190.16	0.00	1,190.16
AP 00358880	06/03/2015	FLEET SERVICES INC	0.00	2,090.87	2,090.87
AP 00358881	06/03/2015	FOOTHILL MOBILE MANOR	657.00	0.00	657.00
AP 00358882	06/03/2015	FUEL SERV	220.00	0.00	220.00
AP 00358883	06/03/2015	FUND RAISERS LTD	135.61	0.00	135.61

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

**P6**

**Agenda Check Register**

5/27/2015 through 6/9/2015

<u>Check No.</u>	<u>Check Date</u>	<u>Vendor Name</u>	<u>City</u>	<u>Fire</u>	<u>Amount</u>
AP 00358884	06/03/2015	FUSION SIGN AND DESIGN	4,690.21	0.00	4,690.21
AP 00358885	06/03/2015	G AND M BUSINESS INTERIORS	762.60	0.00	762.60
AP 00358886	06/03/2015	GATEWAY PET CEMETERY AND CREMATORY	320.00	0.00	320.00
AP 00358887	06/03/2015	GONSALVES AND SON,JOE A	3,045.00	0.00	3,045.00
AP 00358888	06/03/2015	GOODYEAR TIRE AND RUBBER CO.	79.47	4,702.94	4,782.41 ***
AP 00358889	06/03/2015	GRAPHICS FACTORY INC.	189.00	0.00	189.00
AP 00358890	06/03/2015	GRAVES & KING LLP	596.62	0.00	596.62
AP 00358891	06/03/2015	GRAYBAR	2,823.02	0.00	2,823.02
AP 00358892	06/03/2015	HAMPTON, ELWOOD	4,945.00	0.00	4,945.00
AP 00358893	06/03/2015	HDR ENGINEERING INC	0.00	2,800.00	2,800.00
AP 00358894	06/03/2015	HEIL, MICHAEL	1,308.25	0.00	1,308.25
AP 00358895	06/03/2015	HERITAGE EDUCATION GROUP	940.00	0.00	940.00
AP 00358896	06/03/2015	HILWAY SAFETY INC	1,063.72	0.00	1,063.72
AP 00358897	06/03/2015	HILLS PET NUTRITION SALES INC	3,048.39	0.00	3,048.39
AP 00358898	06/03/2015	HOME DEPOT CREDIT SERVICES 645	31.24	0.00	31.24
AP 00358899	06/03/2015	HOTSY OF SOUTHERN CALIFORNIA	932.79	0.00	932.79
AP 00358900	06/03/2015	HOUSE OF RUTH	112.00	0.00	112.00
AP 00358901	06/03/2015	HOYT LUMBER CO., SM	0.00	85.31	85.31
AP 00358902	06/03/2015	HUNTER, TASHA	515.44	0.00	515.44
AP 00358903	06/03/2015	HUNTINGTON HARDWARE	390.22	0.00	390.22
AP 00358904	06/03/2015	IDEAL GRAPHICS	162.00	0.00	162.00
AP 00358905	06/03/2015	INK SLINGER SCREEN PRINTING & EMBROIDERY	2,262.82	0.00	2,262.82
AP 00358906	06/03/2015	INLAND FAIR HOUSING AND MEDIATION BOARD	1,450.78	0.00	1,450.78
AP 00358907	06/03/2015	JONES AND MAYER, LAW OFFICES OF	9,104.00	0.00	9,104.00
AP 00358908	06/03/2015	JRC HOUSING	7,063.00	0.00	7,063.00
AP 00358909	06/03/2015	KAPCO	301.54	0.00	301.54
AP 00358910	06/03/2015	LAVISHED PRINTING INC	931.50	0.00	931.50
AP 00358911	06/03/2015	LEMUS, VENTURA	324.29	0.00	324.29
AP 00358912	06/03/2015	LIBERTY PLUGINS INC	7,848.00	0.00	7,848.00
AP 00358913	06/03/2015	LIEBERT CASSIDY WHITMORE	15,279.60	0.00	15,279.60
AP 00358914	06/03/2015	LITTLE BEAR PRODUCTIONS	4,100.00	0.00	4,100.00
AP 00358915	06/03/2015	MANOCCHI, VINCENT MICHAEL	250.00	0.00	250.00
AP 00358916	06/03/2015	MARTIN AND CHAPMAN CO	544.18	0.00	544.18
AP 00358917	06/03/2015	MD ENERGY INC	72,587.88	0.00	72,587.88
AP 00358918	06/03/2015	MIDWEST TAPE	555.41	0.00	555.41
AP 00358919	06/03/2015	MSA INLAND EMPIRE/DESERT CHAPTER	25.00	0.00	25.00
AP 00358920	06/03/2015	OCCUPATIONAL HEALTH CTRS OF CA	0.00	285.95	285.95
AP 00358921	06/03/2015	OCEAN SYSTEMS	1,494.00	0.00	1,494.00
AP 00358922	06/03/2015	OFFICE DEPOT	2,899.50	0.00	2,899.50
AP 00358923	06/03/2015	PASMA	99.00	0.00	99.00
AP 00358924	06/03/2015	PINES COUNTRY ESTATES, THE	900.00	0.00	900.00
AP 00358925	06/03/2015	PIRANHIA POOL & SPA CONSTRUCTORS INC	2,350.00	0.00	2,350.00
AP 00358926	06/03/2015	RAMONA VILLA MOBILE HOME PARK	1,300.00	0.00	1,300.00
AP 00358927	06/03/2015	RANCHO CUCAMONGA CHAMBER OF COMMERCE	3,166.66	0.00	3,166.66
AP 00358928	06/03/2015	RANCHO REGIONAL VETERINARY HOSPITAL INC	261.32	0.00	261.32
AP 00358929	06/03/2015	RELPH, STEVE	108.15	0.00	108.15
AP 00358930	06/03/2015	RICHARDS WATSON AND GERSHON	25,594.18	0.00	25,594.18

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

**P7**

**Agenda Check Register**

5/27/2015 through 6/9/2015

<u>Check No.</u>	<u>Check Date</u>	<u>Vendor Name</u>	<u>City</u>	<u>Fire</u>	<u>Amount</u>
AP 00358931	06/03/2015	ROSS CREATIONS	550.00	0.00	550.00
AP 00358932	06/03/2015	SAFE-ENTRY TECHNICAL INC	0.00	222.99	222.99
AP 00358933	06/03/2015	SC FUELS	0.00	9,315.80	9,315.80
AP 00358934	06/03/2015	SHEAKLEY PENSION ADMINISTRATION	299.90	0.00	299.90
AP 00358935	06/03/2015	SHEAKLEY PENSION ADMINISTRATION	161.55	0.00	161.55
AP 00358936	06/03/2015	SIR SPEEDY	1,107.88	0.00	1,107.88
AP 00358937	06/03/2015	SMARTLITE	395.00	0.00	395.00
AP 00358938	06/03/2015	SNAWDER, RICK	0.00	399.00	399.00
AP 00358939	06/03/2015	SO CALIF GAS COMPANY	5,064.12	507.48	5,571.60 ***
AP 00358944	06/03/2015	SOUTHERN CALIFORNIA EDISON	10,659.84	2,247.76	12,907.60 ***
AP 00358945	06/03/2015	SOUTHERN CALIFORNIA EDISON	927.70	0.00	927.70
AP 00358946	06/03/2015	SOUTHERN CALIFORNIA EDISON	2,247.45	0.00	2,247.45
AP 00358947	06/03/2015	STANDARD INSURANCE COMPANY	16,129.29	0.00	16,129.29
AP 00358948	06/03/2015	SUN BADGE CO	111.94	0.00	111.94
AP 00358949	06/03/2015	SYCAMORE VILLA MOBILE HOME PARK	1,000.00	0.00	1,000.00
AP 00358950	06/03/2015	UCHIZONO, MELVA	250.00	0.00	250.00
AP 00358951	06/03/2015	UPS	152.29	0.00	152.29
AP 00358952	06/03/2015	USPS	15,279.95	0.00	15,279.95
AP 00358954	06/03/2015	VERIZON CALIFORNIA	6,663.17	2,808.07	9,471.24 ***
AP 00358955	06/03/2015	WALTERS WHOLESALE ELECTRIC CO	3,220.86	0.00	3,220.86
AP 00358956	06/03/2015	WALTON ELECTRIC	320.00	0.00	320.00
AP 00358957	06/03/2015	WAXIE SANITARY SUPPLY	7,427.10	0.00	7,427.10
AP 00358958	06/03/2015	WELLS, ERIC	0.00	200.00	200.00
AP 00358959	06/03/2015	WESTCOAST MEDIA	900.50	0.00	900.50
AP 00358960	06/03/2015	WILSON AND BELL	348.35	0.00	348.35
AP 00358961	06/03/2015	WORD MILL PUBLISHING	800.00	0.00	800.00
AP 00358962	06/03/2015	XL STORAGE	895.00	0.00	895.00
AP 00358963	06/03/2015	YORK INDUSTRIES	933.12	0.00	933.12
AP 00358964	06/03/2015	ZFX INC	4,472.50	0.00	4,472.50
AP 00358965	06/04/2015	ABC LOCKSMITHS	63.41	3,238.66	3,302.07 ***
AP 00358966	06/04/2015	AGILINE LLC	1,550.00	0.00	1,550.00
AP 00358967	06/04/2015	AUTO BODY 2000	207.60	0.00	207.60
AP 00358968	06/04/2015	CITRUS MOTORS ONTARIO INC	0.00	292.04	292.04
AP 00358969	06/04/2015	COMP U ZONE	497.78	0.00	497.78
AP 00358970	06/04/2015	CUCAMONGA VALLEY WATER DISTRICT	12,571.22	0.00	12,571.22
AP 00358971	06/04/2015	DUNN EDWARDS CORPORATION	334.61	0.00	334.61
AP 00358972	06/04/2015	EMCOR SERVICE	17,744.50	21,996.00	39,740.50 ***
AP 00358973	06/04/2015	EWING IRRIGATION PRODUCTS	647.36	0.00	647.36
AP 00358974	06/04/2015	FORD OF UPLAND INC	1,137.17	0.00	1,137.17
AP 00358975	06/04/2015	HOLLIDAY ROCK CO INC	196.60	0.00	196.60
AP 00358976	06/04/2015	INTERSTATE BATTERIES	2,703.72	0.00	2,703.72
AP 00358977	06/04/2015	LIMS AUTO INC	764.80	0.00	764.80
AP 00358978	06/04/2015	PENNY PLUMBING	611.45	0.00	611.45
AP 00358979	06/04/2015	SUNRISE FORD	55.85	0.00	55.85
AP 00358980	06/04/2015	TRUGREEN LANDCARE	50,542.78	0.00	50,542.78
AP 00358981	06/04/2015	ALL WELDING	273.36	0.00	273.36
AP 00358982	06/04/2015	FIRST CLASS HEATING & A.C	5,500.00	0.00	5,500.00

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

**P8**

**Agenda Check Register**

5/27/2015 through 6/9/2015

<u>Check No.</u>	<u>Check Date</u>	<u>Vendor Name</u>	<u>City</u>	<u>Fire</u>	<u>Amount</u>
EP 00005224	05/27/2015	AHUMADA, ALEXANDER R	0 00	904.08	904.08
EP 00005225	05/27/2015	ALMAND, LLOYD	0 00	615.52	615.52
EP 00005226	05/27/2015	BANTAU, VICTORIA	485.57	408.30	893.87 ***
EP 00005227	05/27/2015	BAZAL, SUSAN	46.16	1,277.32	1,323.48 ***
EP 00005228	05/27/2015	BERRY, DAVID	0.00	920.36	920.36
EP 00005229	05/27/2015	BROCK, ROBIN	0.00	893.87	893.87
EP 00005230	05/27/2015	CAMPBELL, GERALD	0.00	1,233.07	1,233.07
EP 00005231	05/27/2015	CARNES, KENNETH	0 00	469.02	469.02
EP 00005232	05/27/2015	CLABBY, RICHARD	0 00	920.36	920.36
EP 00005233	05/27/2015	CORCORAN, ROBERT	0 00	525.11	525.11
EP 00005234	05/27/2015	COX, KARL	0.00	615.52	615.52
EP 00005235	05/27/2015	CRANE, RALPH	0.00	1,323.48	1,323.48
EP 00005236	05/27/2015	CROSSLAND, WILBUR	0.00	469.02	469.02
EP 00005237	05/27/2015	DAGUE, JAMES	0.00	1,172.22	1,172.22
EP 00005238	05/27/2015	DE ANTONIO, SUSAN	0.00	525.11	525.11
EP 00005239	05/27/2015	DOMINICK, SAMUEL A.	0.00	893.87	893.87
EP 00005240	05/27/2015	EAGLESON, MICHAEL	0.00	1,560.49	1,560.49
EP 00005241	05/27/2015	FRITCHEY, JOHN D.	0.00	469.02	469.02
EP 00005242	05/27/2015	HEYDE, DONALD	0.00	1,172.22	1,172.22
EP 00005243	05/27/2015	INTERLICCHIA, ROSALYN	413.36	758.86	1,172.22 ***
EP 00005244	05/27/2015	KILMER, STEPHEN	0.00	1,233.07	1,233.07
EP 00005245	05/27/2015	LANE, WILLIAM	0.00	1,560.49	1,560.49
EP 00005246	05/27/2015	LEE, ALLAN J.	0 00	1,423.44	1,423.44
EP 00005247	05/27/2015	LENZE, PAUL E	0.00	1,224.46	1,224.46
EP 00005248	05/27/2015	LONGO, JOE	0.00	173.51	173.51
EP 00005249	05/27/2015	LUTTRULL, DARRELL	0.00	694.69	694.69
EP 00005250	05/27/2015	MACKALL, BENJAMIN	0.00	173.51	173.51
EP 00005251	05/27/2015	MAYFIELD, RON	0 00	1,323.48	1,323.48
EP 00005252	05/27/2015	MCKEE, JOHN	0 00	615.52	615.52
EP 00005253	05/27/2015	MCMILLEN, LINDA	219.51	27.25	246.76 ***
EP 00005254	05/27/2015	MCNEIL, KENNETH	0.00	969.50	969.50
EP 00005255	05/27/2015	MICHAEL, L. DENNIS	0.00	893.87	893.87
EP 00005256	05/27/2015	MORGAN, BYRON	0.00	2,646.34	2,646.34
EP 00005257	05/27/2015	MYSKOW, DENNIS	0.00	920.36	920.36
EP 00005258	05/27/2015	NAUMAN, MICHAEL	0 00	920.36	920.36
EP 00005259	05/27/2015	NEE, RON	0.00	1,757.12	1,757.12
EP 00005260	05/27/2015	NELSON, MARY JANE	0.00	173.51	173.51
EP 00005261	05/27/2015	PLOUNG, MICHAEL J	0.00	556.94	556.94
EP 00005262	05/27/2015	POST, MICHAEL R	0.00	1,577.31	1,577.31
EP 00005263	05/27/2015	PROULX, PATRICK	0.00	1,560.49	1,560.49
EP 00005264	05/27/2015	ROEDER, JEFF	0 00	1,172.22	1,172.22
EP 00005265	05/27/2015	SALISBURY, THOMAS	0.00	893.87	893.87
EP 00005266	05/27/2015	SMITH, RONALD	0 00	920.36	920.36
EP 00005267	05/27/2015	SPAGNOLO, SAM	0.00	469.02	469.02
EP 00005268	05/27/2015	SPAIN, WILLIAM	0.00	694.69	694.69
EP 00005269	05/27/2015	SULLIVAN, JAMES	0 00	753.31	753.31
EP 00005270	05/27/2015	TAYLOR, STEVE	0.00	1,224.46	1,224.46

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

**Agenda Check Register**

5/27/2015 through 6/9/2015

<u>Check No.</u>	<u>Check Date</u>	<u>Vendor Name</u>	<u>City</u>	<u>Fire</u>	<u>Amount</u>
EP 00005271	05/27/2015	TULEY, TERRY	0 00	1,172 22	1,172.22
EP 00005272	05/27/2015	VANDERKALLEN, FRANCIS	0.00	1,192 64	1,192.64
EP 00005273	05/27/2015	WALTON, KEVIN	0 00	1,233.07	1,233.07
EP 00005274	05/27/2015	WOLFE, JACKIE	0 00	600 74	600.74
EP 00005275	05/27/2015	YOWELL, TIMOTHY A	0.00	1,323.48	1,323.48
EP 00005277	05/27/2015	CALIF GOVERNMENT VEBA/RANCHO CUCAMONGA	9,320.00	0 00	9,320.00
EP 00005278	05/27/2015	MICHAEL, L. DENNIS	380 57	0.00	380.57
EP 00005279	05/27/2015	RCCEA	1,324.00	0.00	1,324.00
EP 00005280	05/27/2015	RCPFA	10,449.56	290.00	10,739.56 ***
EP 00005281	05/27/2015	VIASYN INC	2,453.47	0.00	2,453 47
			<b>Total City:</b>	<b>\$4,855,141.55</b>	
			<b>Total Fire:</b>	<b>\$164,373.35</b>	
			<b>Grand Total:</b>	<b>\$5,019,514.90</b>	

**Note:**

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



**R. C. Fire Protection District  
Portfolio Management  
Portfolio Summary  
May 31, 2015**

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Local Agency Investment Fund	20,470,990.84	20,470,990.84	20,470,990.84	27.69	1	1	0.286	0.290
Passbook/Checking Accounts	434,598.13	434,598.13	434,598.13	0.59	1	1	0.197	0.200
Federal Agency Issues - Coupon	48,000,000.00	47,996,010.00	47,969,646.32	64.88	1,693	1,129	1.274	1.292
Treasury Securities - Coupon	2,000,000.00	2,005,514.00	2,000,000.00	2.71	1,826	1,122	1.184	1.200
Municipal Bonds	1,060,000.00	1,075,933.00	1,062,711.21	1.44	1,316	915	1.707	1.731
Corporate Notes	2,000,000.00	2,011,720.00	1,998,475.25	2.70	1,333	624	1.251	1.268
<b>Investments</b>	<b>73,965,588.97</b>	<b>73,994,765.97</b>	<b>73,936,421.75</b>	<b>100.00%</b>	<b>1,203</b>	<b>793</b>	<b>0.997</b>	<b>1.011</b>

<b>Cash and Accrued Interest</b>								
Accrued Interest at Purchase		177.78	177.78					
Subtotal		177.78	177.78					
<b>Total Cash and Investments</b>	<b>73,965,588.97</b>	<b>73,994,943.75</b>	<b>73,936,599.53</b>		<b>1,203</b>	<b>793</b>	<b>0.997</b>	<b>1.011</b>

Total Earnings	May 31	Month Ending	Fiscal Year To Date
Current Year	61,588.85		682,417.09
Average Daily Balance	70,281,368.63		66,558,850.42
Effective Rate of Return	1.03%		1.12%

I certify that this report accurately reflects all District pooled investments and is in conformity with the investment policy adopted September 17, 2014. A copy of the investment policy is available in the Administrative Services Department. The Investment Program herein shown provides sufficient cash flow liquidity to meet the next six months estimated expenditures. The month-end market values were obtained from (IDC)-Interactive Data Corporation pricing service.

  
 Lori E. Sassoon, Treasurer

**R. C. Fire Protection District  
Portfolio Management  
Portfolio Details - Investments  
May 31, 2015**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	YTM	Days to Maturity	Maturity Date
-------	--------------	--------	-----------------	---------------	-----------	--------------	------------	-------------	---------	-----	------------------	---------------

<b>Local Agency Investment Fund</b>												
SYS0001	0001	LOCAL AGENCY INVESTMENT FUND			20,470,990.84	20,470,990.84	20,470,990.84	0.290		0.290	1	
		<b>Subtotal and Average</b>	<b>14,438,732.78</b>		<b>20,470,990.84</b>	<b>20,470,990.84</b>	<b>20,470,990.84</b>			<b>0.290</b>	<b>1</b>	

<b>Passbook/Checking Accounts</b>												
SYS0002	0002	UNION BANK OF CALIFORNIA			434,598.13	434,598.13	434,598.13	0.200	P-1	0.200	1	
		<b>Subtotal and Average</b>	<b>136,483.49</b>		<b>434,598.13</b>	<b>434,598.13</b>	<b>434,598.13</b>			<b>0.200</b>	<b>1</b>	

<b>Federal Agency Issues - Coupon</b>												
3133CEFA7	1031	FEDERAL FARM CREDIT BANK		02/13/2013	2,500,000.00	2,490,910.00	2,498,309.15	1.080	Aaa	1.105	988	02/13/2018
3133ECR30	1037	FEDERAL FARM CREDIT BANK		06/05/2013	4,000,000.00	4,000,192.00	3,998,289.53	0.960	Aaa	0.982	735	06/05/2017
3133ECRP1	1039	FEDERAL FARM CREDIT BANK		06/11/2013	4,500,000.00	4,521,271.50	4,479,998.50	1.150	Aaa	1.302	1,106	06/11/2018
3133EDGW6	1057	FEDERAL FARM CREDIT BANK		03/11/2014	2,000,000.00	2,002,458.00	1,998,831.63	1.300	Aaa	1.320	1,106	06/11/2018
3133EDN81	1060	FEDERAL FARM CREDIT BANK		06/12/2014	3,000,000.00	3,001,401.00	3,000,000.00	1.850	Aaa	1.850	1,472	06/12/2019
3133EEH49	1070	FEDERAL FARM CREDIT BANK		05/22/2015	2,000,000.00	2,010,756.00	2,006,126.36	1.600	Aaa	1.530	1,663	12/20/2019
313381TW5	1028	FEDERAL HOME LOAN BANK		01/30/2013	2,000,000.00	1,996,908.00	2,000,000.00	1.000	Aaa	1.000	974	01/30/2018
313382RB1	1032	FEDERAL HOME LOAN BANK		04/30/2013	1,500,000.00	1,492,930.50	1,499,781.49	1.050	Aaa	1.055	1,064	04/30/2018
3133833Z2	1035	FEDERAL HOME LOAN BANK		05/21/2013	2,000,000.00	1,987,374.00	2,000,000.00	1.000	Aaa	1.000	1,085	05/21/2018
313383TM3	1047	FEDERAL HOME LOAN BANK		08/07/2013	2,000,000.00	2,004,546.00	1,998,344.03	1.750	Aaa	1.777	1,163	08/07/2018
3130A0YY0	1055	FEDERAL HOME LOAN BANK		02/20/2014	2,000,000.00	2,009,528.00	2,000,646.22	1.020	Aaa	1.005	809	08/18/2017
3134G34K3	1029	FEDERAL HOME LOAN MTG CORP		01/30/2013	3,000,000.00	2,997,273.00	3,000,000.00	1.000	Aaa	1.000	974	01/30/2018
3134G4A99	1043	FEDERAL HOME LOAN MTG CORP		06/26/2013	3,000,000.00	3,002,160.00	2,991,252.08	1.300	Aaa	1.399	1,121	06/26/2018
3134G4UQ9	1054	FEDERAL HOME LOAN MTG CORP		02/19/2014	2,000,000.00	2,009,492.00	1,998,087.33	1.750	Aaa	1.777	1,359	02/19/2019
3134G5R72	1064	FEDERAL HOME LOAN MTG CORP		12/16/2014	1,000,000.00	1,003,557.00	1,000,000.00	1.250	Aaa	1.250	1,019	03/16/2018
3134G5TW5	1065	FEDERAL HOME LOAN MTG CORP		12/29/2014	3,000,000.00	3,002,367.00	3,000,000.00	1.250	Aaa	1.250	942	12/29/2017
3136G1AZ2	1030	FEDERAL NATL MTG ASSN		01/30/2013	2,000,000.00	1,987,804.00	2,000,000.00	1.000	Aaa	1.000	974	01/30/2018
3136G1K57	1033	FEDERAL NATL MTG ASSN		04/30/2013	2,500,000.00	2,487,042.50	2,500,000.00	1.100	Aaa	1.100	1,064	04/30/2018
3136G2E52	1066	FEDERAL NATL MTG ASSN		01/30/2015	2,500,000.00	2,486,047.50	2,500,000.00	1.700	Aaa	1.700	1,703	01/29/2020
3136G2EP8	1067	FEDERAL NATL MTG ASSN		02/27/2015	1,500,000.00	1,501,992.00	1,500,000.00	1.540	Aaa	1.540	1,640	11/27/2019
		<b>Subtotal and Average</b>	<b>50,644,901.39</b>		<b>48,000,000.00</b>	<b>47,996,010.00</b>	<b>47,969,646.32</b>			<b>1.292</b>	<b>1,129</b>	

<b>Treasury Securities - Coupon</b>												
313383HQ7	1044	FEDERAL HOME LOAN BANK		06/27/2013	2,000,000.00	2,005,514.00	2,000,000.00	1.200	Aaa	1.200	1,122	06/27/2018
		<b>Subtotal and Average</b>	<b>2,000,000.00</b>		<b>2,000,000.00</b>	<b>2,005,514.00</b>	<b>2,000,000.00</b>			<b>1.200</b>	<b>1,122</b>	

Portfolio FIRE  
AP

PM (PRF\_PM2)7 3 0

Report Ver: 7 3 5

**R. C. Fire Protection District  
Portfolio Management  
Portfolio Details - Investments  
May 31, 2015**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	YTM	Days to Maturity	Maturity Date
<b>Municipal Bonds</b>												
157432JK2	1063	CHAFFEY CMINTY COLLEGE DIST CA		10/16/2014	385,000.00	388,210.90	386,573.99	2.042	Aa	1.901	1,096	06/01/2018
623040HC9	1046	MOUNT SAN ANTONIO CAL		08/01/2013	310,000.00	321,736.60	310,000.00	2.501	Aa	2.501	1,157	08/01/2018
76911ADL6	1061	RIVERSIDE CNTY CA ASSET CORP		06/10/2014	365,000.00	365,985.50	366,137.22	1.123		0.900	519	11/01/2016
		<b>Subtotal and Average</b>	<b>1,062,762.95</b>		<b>1,060,000.00</b>	<b>1,075,933.00</b>	<b>1,062,711.21</b>			<b>1.731</b>	<b>915</b>	
<b>Corporate Notes</b>												
166764AE0	1042	CHEVRON CORP		06/24/2013	1,000,000.00	1,010,052.00	998,143.28	1.718	Aa	1.782	1,119	06/24/2018
369604BE2	1041	GENERAL ELECTRIC COMP		06/20/2013	1,000,000.00	1,001,668.00	1,000,331.97	0.850	Aa	0.756	130	10/09/2015
		<b>Subtotal and Average</b>	<b>1,998,488.02</b>		<b>2,000,000.00</b>	<b>2,011,720.00</b>	<b>1,998,475.25</b>			<b>1.268</b>	<b>624</b>	
		<b>Total and Average</b>	<b>70,281,368.63</b>		<b>73,965,588.97</b>	<b>73,994,766.97</b>	<b>73,936,421.75</b>			<b>1.011</b>	<b>793</b>	

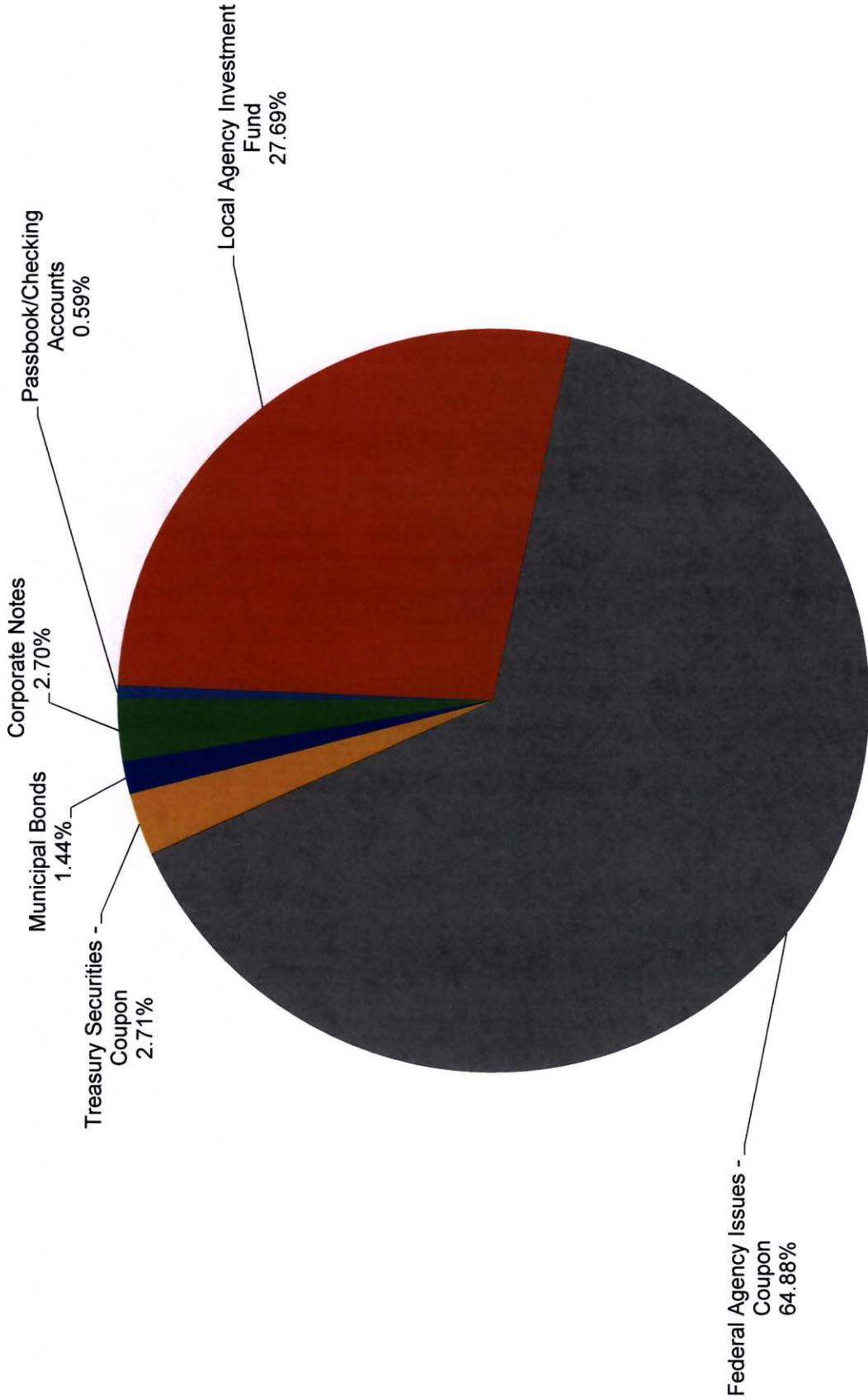
**R. C. Fire Protection District  
 Portfolio Management  
 Portfolio Details - Cash  
 May 31, 2015**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	YTM	Days to Maturity
		Average Balance	0.00	Accrued Interest at Purchase	177.78	177.78	177.78				0
		Subtotal			177.78	177.78	177.78				
		<b>Total Cash and Investments</b>	<b>70,281,368.63</b>		<b>73,994,943.75</b>	<b>73,936,699.63</b>				<b>1.011</b>	<b>793</b>

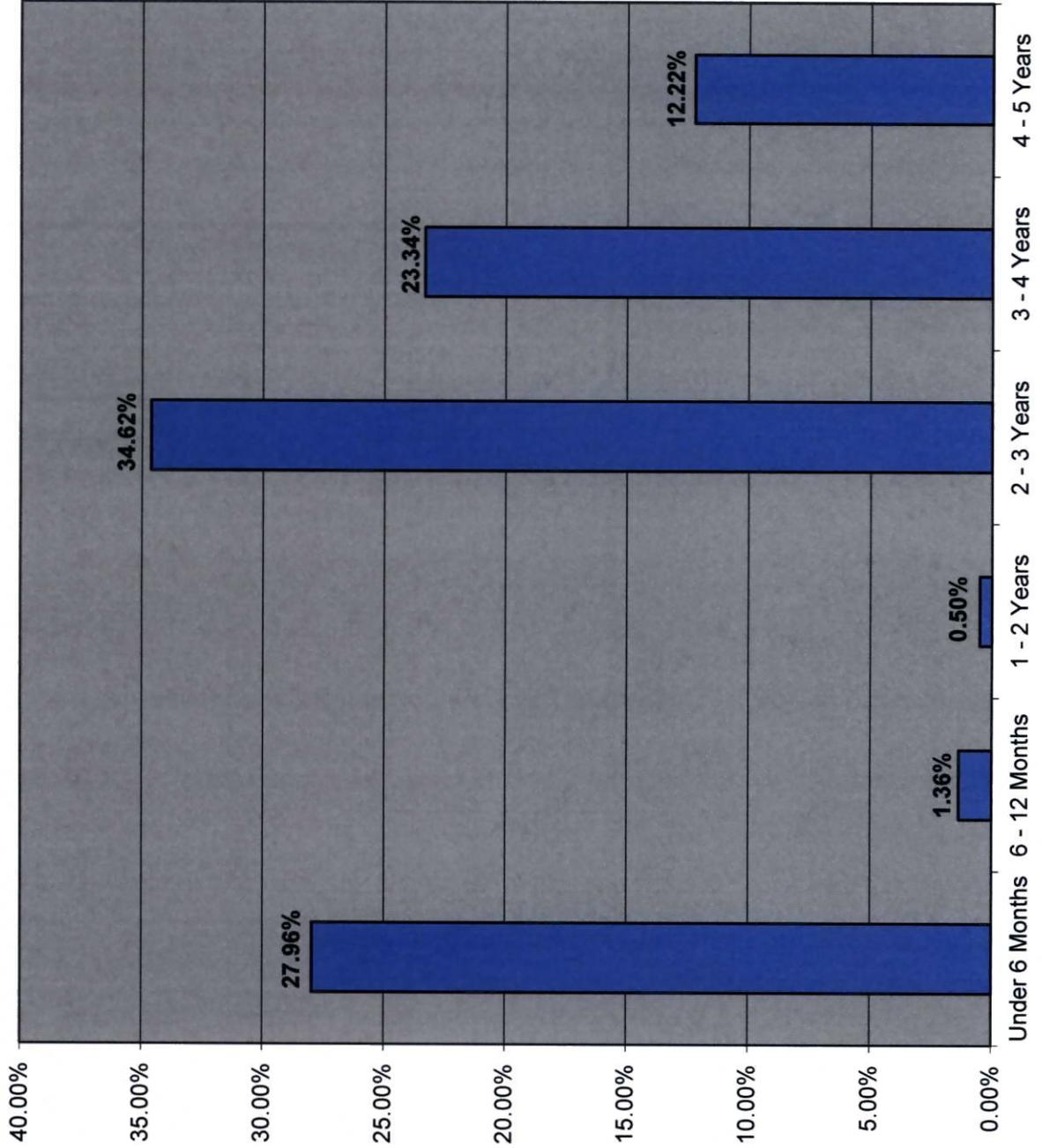
**R. C. Fire Protection District**  
**Portfolio Management**  
**Activity By Type**  
**May 1, 2015 through May 31, 2015**

CUSIP	Investment #	Issuer	Stated Rate	Transaction Date	Purchases or Deposits	Redemptions or Withdrawals	Balance
<b>Local Agency Investment Fund (Monthly Summary)</b>							
SYS0001	0001	LOCAL AGENCY INVESTMENT FUND	0.290		7,000,000.00	0.00	
		Subtotal			7,000,000.00	0.00	20,470,990.84
<b>Passbook/Checking Accounts (Monthly Summary)</b>							
SYS0002	0002	UNION BANK OF CALIFORNIA	0.200		308,051.79	0.00	
		Subtotal			308,051.79	0.00	434,598.13
<b>Federal Agency Issues - Coupon</b>							
3133EEM49	1070	FEDERAL FARM CREDIT BANK	1.600	05/22/2015	2,006,160.00	0.00	
3135G0XX6	1038	FEDERAL NATL MTG ASSN	1.500	05/26/2015	0.00	5,003,015.65	
		Subtotal			2,006,160.00	5,003,015.65	47,969,646.32
<b>Treasury Securities - Coupon</b>							
		Subtotal					2,000,000.00
<b>Municipal Bonds</b>							
		Subtotal					1,062,711.21
<b>Corporate Notes</b>							
		Subtotal					1,998,475.25
		Total			9,314,211.79	5,003,015.65	73,936,421.75

# Rancho Cucamonga Fire Protection District Portfolio Composition May 31, 2015



# Rancho Cucamonga Fire Protection District Portfolio Maturity Distribution May 31, 2015



*Note: Callable securities in portfolio are included in the maturity distribution analysis to their stated maturity date, although they may be called prior to maturity.*



# STAFF REPORT

PUBLIC WORKS SERVICES DEPARTMENT

**Date:** June 17, 2015

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

**From:** William Wittkopf, Public Works Services Director  
Mike Costello, Fire Chief

**By:** Ty Quaintance, Facilities Superintendent  
Paul Fisher, Management Analyst I

**Subject:** CONSIDERATION OF APPROVAL OF AMENDMENTS 001 RENEWING THE PROFESSIONAL SERVICES AGREEMENTS WITH NO RATE INCREASE WITH WILLIAMS ARCHITECTS, INC. (CO 14-261), IDS GROUP, INC. (CO 14-268), MILLER ARCHITECTURAL CORPORATION (CO 14-267), AND SVA ARCHITECTS, INC. (CO 14-276) FOR ARCHITECTURAL SERVICES; IDS GROUP, INC. (CO 14-269) AND DAHL, TAYLOR AND ASSOCIATES (CO 14-162) FOR ELECTRICAL ENGINEERING SERVICES; IDS GROUP, INC. (CO 14-270) AND BRANDOW AND JOHNSTON, INC. (CO 14-271) FOR STRUCTURAL ENGINEERING SERVICES, ALL ON AN AS NEEDED BASIS FOR FY 2015-2016 FOR VARIOUS PROJECTS CITYWIDE, TO BE FUNDED FROM VARIOUS CITY AND FIRE ACCOUNTS, CONTINGENT UPON THE APPROVED BUDGET FOR FY 2015-2016

## RECOMMENDATION

Staff recommends the City Council and Board approve Amendments 001 renewing the professional services agreements with no rate increase with Williams Architects, Inc. (CO 14-261), IDS Group, Inc. (CO 14-268), Miller Architectural Corporation (CO 14-267), and SVA Architects, Inc. (CO 14-276) for architectural services; IDS Group, Inc. (CO 14-269) and Dahl, Taylor and Associates (CO 14-162) for electrical engineering services; IDS Group, Inc. (CO 14-270) and Brandow and Johnston, Inc. (CO 14-271) for structural engineering services, hereinafter the "Consultants", all on an as needed basis for FY 2015-2016 for various projects citywide, to be funded from various City and Fire accounts, contingent upon the approved budget for FY 2015-2016.

## BACKGROUND/ANALYSIS

City and Fire staff require architectural, electrical engineering and structural engineering services for a variety of projects throughout the year. These services include the preparation of plans and specifications for public works projects, the annual structural analysis of sports lighting poles, writing specifications for maintenance contracts, construction support services and assistance with specifications for unforeseen or emergency repairs throughout City and Fire District facilities.

Following a formal Request for Proposals conducted in the fall of 2014 the City Council awarded contracts to the Consultants on November 19, 2014. The professional services agreements

RENEWAL OF PROFESSIONAL SERVICE AGREEMENTS FOR ARCHITECTURAL SERVICES, ELECTRICAL  
ENGINEERING SERVICES AND STRUCTURAL ENGINEERING SERVICES WITH VARIOUS CONSULTANTS ON AN  
AS NEEDED BASIS CONTINGENT UPON THE APPROVED BUDGET FOR FY 15/16  
JUNE 17, 2015  
PAGE TWO

entered into were for a term of one year, renewable in one year increments for an additional four years upon mutual agreement of both parties. The Consultants have each agreed to continue providing services for FY 2015-2016 with no rate increase and staff recommends the City Council and Fire Board approve the extension of the term of the contracts to June 30, 2016.

Respectfully submitted,

  
\_\_\_\_\_  
William Wittkopf  
Public Works Services Director

  
\_\_\_\_\_  
Mike Costello  
Fire Chief

BW:TQ/pf



# STAFF REPORT

RANCHO CUCAMONGA FIRE PROTECTION DISTRICT

**Date:** June 17, 2015  
**To:** President and Members of the Board of Directors  
John R. Gillison, City Manager  
**From:** Mike Costello, Fire Chief  
**By:** Don Cloughesy, Deputy Fire Chief  
**Subject:** **RANCHO CUCAMONGA FIRE PROTECTION DISTRICT TO  
RESOLUTION NO. FD 15-006 TO PROVIDE WORKERS  
COMPENSATION COVERAGE FOR VOLUNTEER PERSONNEL.**

---

## Recommendation

Staff recommends that the Board of Directors approve and adopt the Rancho Cucamonga Fire Protection District Resolution No. FD 15-006 to provide Workers' Compensation coverage for volunteer personnel.

## Background

The Workers' Compensation Laws of California do not require that public agencies recognize volunteers as employees for the purpose of providing Workers' Compensation coverage. However, California Labor Code section 3363.5 states that public agencies can declare volunteers as employees by adoption of a resolution so stating.

By including volunteers as employees, Workers' Compensation becomes the sole remedy for recovering damages in the event of an injury and it limits the volunteer's success for retribution in the Civil Court. By taking this action, the City reduces the exposure it may have to the General Liability coverage. Attached for your consideration is Resolution No. FD 15-006 which provides volunteer employees with Workers' Compensation coverage.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mike Costello", is positioned below the "Respectfully submitted," text.

Mike Costello  
Fire Chief

Attachment: Resolution No. FD 15-006

**Resolution No. FD 15-006**

**RESOLUTION OF THE RANCHO CUCAMONGA FIRE PROTECTION DISTRICT TO PROVIDE WORKERS COMPENSATION COVERAGE FOR VOLUNTEER PERSONNEL.**

**WHEREAS**, the Rancho Cucamonga Fire Protection District (“District”) desires to provide Workers Compensation coverage for persons authorized to perform volunteer services for the District.

**NOW, THEREFORE, BE IT RESOLVED** by the Rancho Cucamonga Fire Protection District that an unsalaried person as designated and authorized by the District to perform volunteer services for the District shall be deemed to be an employee of the District for the purpose of Workers’ Compensation benefits provided for by law for any injury sustained by him or her while acting in the course and scope of the authorized services of the District under the direction and control of the District.

**RESOLVED FURTHER** that the District’s Representative, or their designee, be instructed to inform the Secretary of PARSAC of the above policy by sending a certified copy of this Resolution to PARSAC’s business office located at 1525 Response Road, Suite 1 in Sacramento, California 95815.

ADOPTED by the Rancho Cucamonga Fire Protection District this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

# STAFF REPORT

RANCHO CUCAMONGA FIRE PROTECTION DISTRICT



**Date:** June 17, 2015  
**To:** President and Members of the Board of Directors  
John R. Gillison, City Manager  
**From:** Mike Costello, Fire Chief  
**By:** Don Cloughesy, Deputy Fire Chief  
**Subject:** RESOLUTION NO. FD 15-007 OF THE BOARD OF THE RANCHO CUCAMONGA FIRE PROTECTION DISTRICT REQUESTING MEMBERSHIP IN THE PUBLIC AGENCY RISK SHARING AUTHORITY OF CALIFORNIA AND PARTICIPATION IN THE PARSAC WORKERS' COMPENSATION PROGRAM, DESIGNATION OF THE AUTHORIZED BOARD REPRESENTATIVE AND THEIR AUTHORITY.

---

## RECOMMENDATION

Staff recommends that the Board of Directors approve and adopt the Rancho Cucamonga Fire Protection District Resolution No. FD 15-007 requesting membership in the Public Agency Risk Sharing Authority of California (PARSAC) and participation in the PARSAC Workers' Compensation Program, Designation of the Authorized Board Representative and Their authority.

## BACKGROUND

The District has withdrawn its membership from the Public Agency Self-Insurance System (PASIS) as the JPA for Workers' Compensation Insurance as of June 30, 2015. Resolution No. FD 15-007 completes the Districts transition to the Public Agency Risk Sharing Authority (PARSAC) as a member for Workers' Comp coverage beginning July 1, 2015.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "m. Costello", is positioned below the "Respectfully Submitted," text.

Mike Costello  
Fire Chief

Attachment: Resolution No. FD 15-007

## Resolution No. FD 15-007

**RESOLUTION OF THE BOARD OF THE RANCHO CUCAMONGA FIRE PROTECTION DISTRICT REQUESTING MEMBERSHIP IN THE PUBLIC AGENCY RISK SHARING AUTHORITY OF CALIFORNIA AND PARTICIPATION IN THE PARSAC WORKERS' COMPENSATION PROGRAM, DESIGNATION OF THE AUTHORIZED BOARD REPRESENTATIVE AND THEIR AUTHORITY.**

**WHEREAS**, pursuant to the provisions of the Government Code commencing with Section 6500, the Rancho Cucamonga Fire Protection District ("District"), wishes to enter into an agreement with the Public Agency Risk Sharing Authority of California ("PARSAC") for the purpose of pooling Workers' Compensation coverage as more fully set forth in the Joint Powers Agreement; and

**WHEREAS**, said Workers' Compensation Program offers significant advantages to the Rancho Cucamonga Fire Protection District, justifying the District's participation in such programs on the conditions set forth, and is in the best interest of this District; and

**WHEREAS**, a Deposit Premium is required to be paid in advance by the District for said workers' compensation coverage, which is based on a payroll estimate of \$15,702,000; and

**WHEREAS**, the Rancho Cucamonga Fire Protection District is authorized under State law to delegate to a designated representative its authority to bind the District under contract.

**NOW, THEREFORE**, the Board of the Rancho Cucamonga Fire Protection District does hereby resolve as follows:

Section 1. **Workers' Compensation Program.** The District hereby consents to participate in said Workers' Compensation Program on the conditions that:

- (a) The District's Deposit Premium shall be \$251,726 for workers' compensation coverage as provided by PARSAC;
- (b) The District hereby selects a self-insured retention (SIR) of \$250,000, which represents the District's responsibility per occurrence for the program year beginning July 1, 2015; and
- (c) It is understood that Deposit Premiums may change from year to year.

Section 2. **Designated Representatives.** The District hereby designates the Deputy Fire Chief of Administration and Support as its representative on the PARSAC Board of Directors to act on all matters coming before said Board on behalf of the District as a Member Entity, as if the District itself were present. The Deputy Fire Chief's also designates the Fire Chief as the alternate representative. In the Deputy Fire Chief's absence, the alternate representative shall have the same power and authority as the Deputy Fire Chief.

**Resolution No. FD 15-007**

Section 3. **Authority of Designated Representatives.** The District hereby authorizes the designated representatives to approve and execute the PARSAC Joint Powers Agreement, as well as any future amendments to the Agreement, on behalf of the District. The Deputy Fire Chief, or the alternate in absence of the Deputy Fire Chief, shall execute future amendments only after such amendments have been duly and formally approved by the PARSAC Board of Directors.

Section 4. The District is hereby authorized to pay to PARSAC the amounts identified in Section 1(a) above for Workers' Compensation coverage.

Section 5. The Secretary of the District is directed to promptly forward by mail a certified copy of this Resolution, the executed and certified original Joint Powers Agreement, and Deposit Premium payment to PARSAC at 1525 Response Road Suite One, Sacramento, California 95815.

EFFECTIVE DATE: This Resolution shall take effect immediately.

**PASSED, APPROVED, AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

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

**P24**

**Agenda Check Register**

5/27/2015 through 6/9/2015

<u>Check No.</u>	<u>Check Date</u>	<u>Vendor Name</u>	<u>City</u>	<u>Fire</u>	<u>Amount</u>
AP 00000002	06/03/2015	EXELON GENERATION CO. LLC.	323,107.20	0.00	323,107.20
AP 00000003	06/03/2015	SAN BERNARDINO CTY SHERIFFS DEPT	2,510,019.00	0.00	2,510,019.00
AP 00000004	06/03/2015	SHELL ENERGY NORTH AMERICA	16,060.00	0.00	16,060.00
AP 00358645	05/27/2015	BELL, MICHAEL L.	0.00	1,560.49	1,560.49
AP 00358646	05/27/2015	LONCAR, PHILIP	0.00	920.36	920.36
AP 00358647	05/27/2015	TOWNSEND, JAMES	0.00	1,560.49	1,560.49
AP 00358648	05/27/2015	WALKER, KENNETH	0.00	246.76	246.76
AP 00358649	05/27/2015	A&V SOFTBALL	1,755.00	0.00	1,755.00
AP 00358650	05/27/2015	A'JONTUE, ROSE ANN	470.40	0.00	470.40
AP 00358651	05/27/2015	ACTIVE KIDS IN THE I.E.	3,292.80	0.00	3,292.80
AP 00358652	05/27/2015	AFLAC GROUP INSURANCE	79.40	0.00	79.40
AP 00358653	05/27/2015	ALBRECHT, DR.STEVEN F.	2,500.00	0.00	2,500.00
AP 00358654	05/27/2015	AMERICAN RESIDENTIAL SERVICES LLC	500.00	0.00	500.00
AP 00358655	05/27/2015	ARCHIBALD PET HOSPITAL	150.00	0.00	150.00
AP 00358656	05/27/2015	AROCHO, ALMA	861.00	0.00	861.00
AP 00358657	05/27/2015	ART OF LIVING FOUNDATION	150.00	0.00	150.00
AP 00358658	05/27/2015	AVANTS, MARGE	144.00	0.00	144.00
AP 00358659	05/27/2015	BLACK SKY CAPITAL	170.62	0.00	170.62
AP 00358660	05/27/2015	BOLDT, DANIELLE	800.00	0.00	800.00
AP 00358661	05/27/2015	CAL PERS LONG TERM CARE	248.21	0.00	248.21
AP 00358662	05/27/2015	CALIFORNIA FRANCHISE TAX BOARD	55.00	0.00	55.00
AP 00358663	05/27/2015	CALPERS	138,608.57	7,167.45	145,776.02 ***
AP 00358664	05/27/2015	CARTY, DIANE	816.00	0.00	816.00
AP 00358665	05/27/2015	CASTILLO, FRANCISCO	1,296.00	0.00	1,296.00
AP 00358666	05/27/2015	CHARTER COMMUNICATIONS	276.95	524.14	801.09 ***
AP 00358667	05/27/2015	CHRISTOPHER GARCIA MUSIC	399.00	0.00	399.00
AP 00358668	05/27/2015	CINTAS CORP. #150	2,661.73	0.00	2,661.73
AP 00358669	05/27/2015	CIRIACKS, VALERIE ANN	72.00	0.00	72.00
AP 00358670	05/27/2015	CITY RENTALS	220.00	0.00	220.00
AP 00358671	05/27/2015	CLARK, KAREN	1,575.00	0.00	1,575.00
AP 00358672	05/27/2015	CLAYTON, JANICE	15.00	0.00	15.00
AP 00358673	05/27/2015	CMRTA	50.00	0.00	50.00
AP 00358674	05/27/2015	COMBINED MARTIAL SCIENCE INC	2,268.00	0.00	2,268.00
AP 00358675	05/27/2015	CORBIN & ASSOCIATES	1,155.00	0.00	1,155.00
AP 00358676	05/27/2015	DAGHDEVIRIAN, KATHY	459.00	0.00	459.00
AP 00358677	05/27/2015	DANCE TERRIFIC	3,021.20	0.00	3,021.20
AP 00358678	05/27/2015	DENO JOSEPH BOSSIERE SR	10,000.00	0.00	10,000.00
AP 00358679	05/27/2015	DEPARTMENT OF JUSTICE	2,847.00	0.00	2,847.00
AP 00358680	05/27/2015	DOLLARHIDE, GINGER	150.00	0.00	150.00
AP 00358681	05/27/2015	DUNN, ANN MARIE	1,249.50	0.00	1,249.50
AP 00358682	05/27/2015	EASTERLING, RAY	192.00	0.00	192.00
AP 00358683	05/27/2015	ERICKSON, CATHERINE	657.50	0.00	657.50
AP 00358684	05/27/2015	ETERNAL LEGACY PROPERTIES INC.	25.87	0.00	25.87
AP 00358685	05/27/2015	FEDERAL EXPRESS CORP	110.93	0.00	110.93
AP 00358686	05/27/2015	FELICIANO, ANTHONY	528.00	0.00	528.00
AP 00358687	05/27/2015	GARCIA, VIVIAN	47.15	0.00	47.15
AP 00358688	05/27/2015	GILKEY, JOHN	150.00	0.00	150.00

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

**P25**

**Agenda Check Register**

5/27/2015 through 6/9/2015

<u>Check No.</u>	<u>Check Date</u>	<u>Vendor Name</u>	<u>City</u>	<u>Fire</u>	<u>Amount</u>
AP 00358689	05/27/2015	GIORDANO, MARIANNA	109.80	0.00	109.80
AP 00358690	05/27/2015	GOLDEN STATE RISK MANAGEMENT AUTHORITY	113,225.00	1,127.00	114,352.00 ***
AP 00358691	05/27/2015	GOODFIELD, RICHARD	216.00	0.00	216.00
AP 00358692	05/27/2015	GRAINGER	1,904.76	65.53	1,970.29 ***
AP 00358693	05/27/2015	H & H GENERAL CONTRACTORS INC	487,171.51	0.00	487,171.51
AP 00358694	05/27/2015	HAMILTON, MONIQUE	960.00	0.00	960.00
AP 00358695	05/27/2015	HAMPTON YOGA	525.00	0.00	525.00
AP 00358696	05/27/2015	HANSON, SUZANNE	403.20	0.00	403.20
AP 00358697	05/27/2015	HEILIG, KELLY	537.30	0.00	537.30
AP 00358698	05/27/2015	HEMAUER, PAUL	400.00	0.00	400.00
AP 00358699	05/27/2015	HYDER, NASIMA	320.00	0.00	320.00
AP 00358700	05/27/2015	IMSA	815.00	0.00	815.00
AP 00358701	05/27/2015	INDERWIESCHE, MATT	1,152.60	0.00	1,152.60
AP 00358702	05/27/2015	INLAND EMPIRE DRIVELINE	108.09	0.00	108.09
AP 00358703	05/27/2015	INLAND PRESORT & MAILING SERVICES	43.42	0.00	43.42
AP 00358704	05/27/2015	INLAND VALLEY DAILY BULLETIN	135.26	0.00	135.26
AP 00358705	05/27/2015	INLAND VALLEY DANCE ACADEMY	1,890.66	0.00	1,890.66
AP 00358706	05/27/2015	JOHNNY ALLEN TENNIS ACADEMY	4,050.60	0.00	4,050.60
AP 00358707	05/27/2015	K K WOODWORKING	43.16	0.00	43.16
AP 00358708	05/27/2015	KAISER FOUNDATION HEALTH PLAN INC	202,323.69	0.00	202,323.69
AP 00358709	05/27/2015	KINETIC LIGHTING INC	299.75	0.00	299.75
AP 00358710	05/27/2015	LANDSCAPE STRUCTURES INC	1,639.00	0.00	1,639.00
AP 00358711	05/27/2015	LEARNING RESOURCES NETWORK INC	395.00	0.00	395.00
AP 00358712	05/27/2015	LIFE ASSIST INC	0.00	2,841.64	2,841.64
AP 00358713	05/27/2015	MARIPOSA LANDSCAPES INC	1,351.80	0.00	1,351.80
AP 00358714	05/27/2015	MARQUEZ, SABRINA	81.20	0.00	81.20
AP 00358715	05/27/2015	MARSHALL, SYLVIA	1,239.60	0.00	1,239.60
AP 00358716	05/27/2015	MAXWELL, ANTHONY	48.00	0.00	48.00
AP 00358717	05/27/2015	MAXWELL, MICHELLE	72.00	0.00	72.00
AP 00358718	05/27/2015	MCMASTER CARR SUPPLY COMPANY	61.05	0.00	61.05
AP 00358719	05/27/2015	MEINEKE CAR CARE CENTER	56.65	0.00	56.65
AP 00358720	05/27/2015	MELEI, LILIENI	250.00	0.00	250.00
AP 00358721	05/27/2015	MGT OF AMERICA INC	11,250.00	0.00	11,250.00
AP 00358722	05/27/2015	MIDWEST TAPE	513.84	0.00	513.84
AP 00358723	05/27/2015	MINUTEMAN PRESS	2,543.41	0.00	2,543.41
AP 00358724	05/27/2015	MITSUBISHI ELECTRIC US INC	626.95	0.00	626.95
AP 00358725	05/27/2015	MORRIS, RICHARD	351.60	0.00	351.60
AP 00358726	05/27/2015	MSA INLAND EMPIRE/DESERT CHAPTER	185.00	0.00	185.00
AP 00358727	05/27/2015	MUSICSTAR	1,122.00	0.00	1,122.00
AP 00358728	05/27/2015	N F P A	0.00	165.00	165.00
AP 00358729	05/27/2015	N F P A	330.00	0.00	330.00
AP 00358730	05/27/2015	NATIONWIDE ENVIRONMENTAL SERVICES	11,648.00	0.00	11,648.00
AP 00358731	05/27/2015	NEWCOMB ANDERSON MCCORMICK INC	8,506.71	5,671.15	14,177.86 ***
AP 00358732	05/27/2015	OCCUPATIONAL HEALTH CTRS OF CA	1,665.21	0.00	1,665.21
AP 00358733	05/27/2015	OFFICE DEPOT	2,426.97	0.00	2,426.97
AP 00358734	05/27/2015	ONTRAC	55.84	0.00	55.84
AP 00358735	05/27/2015	ONWARD ENGINEERING	1,190.00	0.00	1,190.00

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

**P26**

**Agenda Check Register**

5/27/2015 through 6/9/2015

<u>Check No.</u>	<u>Check Date</u>	<u>Vendor Name</u>	<u>City</u>	<u>Fire</u>	<u>Amount</u>
AP 00358736	05/27/2015	ORONA, PATRICIA	1,140.00	0 00	1,140.00
AP 00358737	05/27/2015	OTT, LAURA	774.00	0.00	774.00
AP 00358738	05/27/2015	OTT, SHARON	562.00	0.00	562.00
AP 00358739	05/27/2015	PAL CAMPAIGN	10.00	0.00	10.00
AP 00358740	05/27/2015	PEP BOYS	29.16	0.00	29.16
AP 00358741	05/27/2015	PEPE'S TOWING SERVICE	55.00	0.00	55.00
AP 00358742	05/27/2015	PERERA, MICHELLE	14.60	0.00	14.60
AP 00358743	05/27/2015	PETES ROAD SERVICE INC	2,040 16	0.00	2,040.16
AP 00358744	05/27/2015	PRE-PAID LEGAL SERVICES INC	84 24	0.00	84.24
AP 00358745	05/27/2015	PRECISION GYMNASTICS	3,175.90	0.00	3,175.90
AP 00358746	05/27/2015	QUALA TEL ENTERPRISES	0.00	1,305.89	1,305.89
AP 00358747	05/27/2015	R & R LIGHTING COMPANY INC	429.56	0.00	429.56
AP 00358748	05/27/2015	RAINEY, LATREACE	372.00	0.00	372.00
AP 00358749	05/27/2015	RANCHO DISPOSAL SERVICES INC	160.00	0.00	160.00
AP 00358750	05/27/2015	RANCHO REGIONAL VETERINARY HOSPITAL INC	150.00	0.00	150.00
AP 00358751	05/27/2015	RC PHOTO CLUB	410.00	0.00	410.00
AP 00358752	05/27/2015	RESCUE RESPONSE GEAR LLC	0.00	219.36	219.36
AP 00358753	05/27/2015	RF WHITE CO INC	2,145.15	0.00	2,145.15
AP 00358754	05/27/2015	RIALTO ANIMAL HOSPITAL	150.00	0.00	150.00
AP 00358755	05/27/2015	RIGELMAN, ENCARNACION ONTIVEROS	60.00	0.00	60.00
AP 00358756	05/27/2015	ROBLES, RAUL P	161.00	0.00	161.00
AP 00358757	05/27/2015	SAMS CLUB/GECRB	117.44	0.00	117.44
AP 00358758	05/27/2015	SAN BERNARDINO COUNTY SHERIFFS DEPT	2,858.20	0.00	2,858.20
AP 00358759	05/27/2015	SAN BERNARDINO COUNTY	400.00	0 00	400.00
AP 00358760	05/27/2015	SANDOVAL ENTERPRISES OF AMERICA	12,000.00	0.00	12,000.00
AP 00358761	05/27/2015	SBPEA	931.32	0.00	931.32
AP 00358762	05/27/2015	SC FUELS	0.00	3,260.18	3,260.18
AP 00358763	05/27/2015	SENECHAL, CALVIN	702.60	0.00	702.60
AP 00358764	05/27/2015	SEXTON, SHEILA	6.00	0.00	6.00
AP 00358765	05/27/2015	SHERIFFS COURT SERVICES	150.00	0.00	150.00
AP 00358766	05/27/2015	SHERIFFS COURT SERVICES	93 38	0.00	93.38
AP 00358767	05/27/2015	SHRED PROS	0.00	80.00	80.00
AP 00358768	05/27/2015	SIRSIDYNIX	23,133.71	0.00	23,133.71
AP 00358769	05/27/2015	SO CALIF GAS COMPANY	17.97	310.03	328.00 ***
AP 00358770	05/27/2015	SO CALIF GAS COMPANY	1,500.97	0.00	1,500.97
AP 00358771	05/27/2015	SONSRAY MACHINERY LLC	522.19	0.00	522.19
AP 00358772	05/27/2015	SOURCE GRAPHICS	107.52	0.00	107.52
AP 00358774	05/27/2015	SOUTHERN CALIFORNIA EDISON	13,165.65	0.00	13,165.65
AP 00358775	05/27/2015	SOUTHERN CALIFORNIA EDISON	176,349.12	0.00	176,349 12
AP 00358776	05/27/2015	SOUTHERN CALIFORNIA FIRE SERVICES INC	0.00	255.90	255.90
AP 00358777	05/27/2015	SOUTHLAND FARMERS MARKET ASSOC INC	814 00	0.00	814.00
AP 00358778	05/27/2015	SOUTHWEST MOBILE STORAGE INC	2,651.40	0.00	2,651.40
AP 00358779	05/27/2015	SPARKLETTS	76 00	0.00	76.00
AP 00358780	05/27/2015	STERICYCLE INC	1,059.27	0.00	1,059.27
AP 00358781	05/27/2015	SUNGARD PUBLIC SECTOR INC	1,100.00	0.00	1,100.00
AP 00358782	05/27/2015	SWANK MOTION PICTURES INC	984.00	0.00	984.00
AP 00358783	05/27/2015	SYSCO LOS ANGELES INC	2,525.59	0.00	2,525.59

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

**P27**

**Agenda Check Register**

5/27/2015 through 6/9/2015

<u>Check No.</u>	<u>Check Date</u>	<u>Vendor Name</u>	<u>City</u>	<u>Fire</u>	<u>Amount</u>
AP 00358784	05/27/2015	TANNER RECOGNITION COMPANY, O C	294.23	0.00	294.23
AP 00358785	05/27/2015	TERMINIX PROCESSING CENTER	0.00	382.75	382.75
AP 00358786	05/27/2015	THOMSON REUTERS WEST PAYMENT CENTER	415.34	0.00	415.34
AP 00358787	05/27/2015	TRACEY, VAL	384.00	0.00	384.00
AP 00358788	05/27/2015	U.S. BANK PARS ACCT #6746022500	15,439.71	0.00	15,439.71
AP 00358789	05/27/2015	U.S. BANK PARS ACCT #6746022500	1,021.83	0.00	1,021.83
AP 00358790	05/27/2015	ULINE	3,229.20	0.00	3,229.20
AP 00358791	05/27/2015	UNIQUE MANAGEMENT SERVICES INC	956.64	0.00	956.64
AP 00358792	05/27/2015	UNITED ROTARY BRUSH CORPORATION	1,245.28	0.00	1,245.28
AP 00358793	05/27/2015	UNITED WAY	165.00	0.00	165.00
AP 00358794	05/27/2015	UNIVERSAL MARTIAL ARTS CENTERS	1,638.00	0.00	1,638.00
AP 00358795	05/27/2015	UPS	31.20	0.00	31.20
AP 00358796	05/27/2015	VALBROWN COMMUNICATIONS	750.00	0.00	750.00
AP 00358797	05/27/2015	VALDEZ, TRINA	40.00	0.00	40.00
AP 00358798	05/27/2015	VALLEY CREST LANDSCAPE	72,238.15	0.00	72,238.15
AP 00358799	05/27/2015	VECCHIO, TOM	310.00	0.00	310.00
AP 00358800	05/27/2015	VERIZON BUSINESS SERVICES	4,780.47	0.00	4,780.47
AP 00358801	05/27/2015	VICTOR MEDICAL COMPANY	39.79	0.00	39.79
AP 00358802	05/27/2015	VISION SERVICE PLAN CA	10,842.42	0.00	10,842.42
AP 00358803	05/27/2015	VORTEX INDUSTRIES INC	0.00	1,236.99	1,236.99
AP 00358804	05/27/2015	WALTERS WHOLESALE ELECTRIC CO	227.41	0.00	227.41
AP 00358805	05/27/2015	WAXIE SANITARY SUPPLY	7,369.69	0.00	7,369.69
AP 00358806	05/27/2015	WEST COAST LIGHTS & SIRENS	0.00	888.54	888.54
AP 00358807	05/27/2015	WESTERN RENEWABLE ENERGY GENERATION INFO !	675.00	0.00	675.00
AP 00358810	05/27/2015	XEROX CORPORATION	9,562.46	443.17	10,005.63 ***
AP 00358813	05/28/2015	BRODART BOOKS	7,743.92	0.00	7,743.92
AP 00358816	05/28/2015	CUCAMONGA VALLEY WATER DISTRICT	52,152.18	2,183.58	54,335.76 ***
AP 00358817	05/28/2015	INLAND VALLEY DAILY BULLETIN	5,779.58	0.00	5,779.58
AP 00358818	05/28/2015	IRONMAN PARTS AND SERVICES	354.90	0.00	354.90
AP 00358819	05/28/2015	KME FIRE APPARATUS	0.00	13,604.09	13,604.09
AP 00358820	05/28/2015	ORKIN PEST CONTROL	1,620.66	0.00	1,620.66
AP 00358821	05/28/2015	UNIFIRST UNIFORM SERVICE	0.00	45.78	45.78
AP 00358822	06/03/2015	VERIZON CALIFORNIA	213.55	0.00	213.55
AP 00358823	06/03/2015	A AND R TIRE SERVICE	2,966.73	0.00	2,966.73
AP 00358824	06/03/2015	AAA ELECTRIC MOTOR SALES	442.00	0.00	442.00
AP 00358825	06/03/2015	ABRAMS, JOHN	700.00	0.00	700.00
AP 00358826	06/03/2015	ABRAMS, JOHN	700.00	0.00	700.00
AP 00358827	06/03/2015	ACEY DECY EQUIPMENT INC.	312.50	0.00	312.50
AP 00358828	06/03/2015	ADOBE ANIMAL HOSPITAL	450.00	0.00	450.00
AP 00358829	06/03/2015	ADVANCED UTILITY SYSTEMS CORP.	15,525.00	0.00	15,525.00
AP 00358830	06/03/2015	AEI-CASC CONSULTING	4,862.53	0.00	4,862.53
AP 00358831	06/03/2015	AIR EXCHANGE INC	0.00	200.58	200.58
AP 00358832	06/03/2015	ALL CITIES TOOLS	0.00	339.39	339.39
AP 00358833	06/03/2015	ALL WELDING	291.60	0.00	291.60
AP 00358834	06/03/2015	ALLIANT INSURANCE SERVICES INC.	632.00	0.00	632.00
AP 00358835	06/03/2015	ALLIED STORAGE CONTAINERS	0.00	183.60	183.60
AP 00358836	06/03/2015	ALPHAGRAPHICS	319.09	0.00	319.09

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

**P28**

**Agenda Check Register**

5/27/2015 through 6/9/2015

<u>Check No.</u>	<u>Check Date</u>	<u>Vendor Name</u>	<u>City</u>	<u>Fire</u>	<u>Amount</u>
AP 00358837	06/03/2015	ALTA LAGUNA MOBILE HOME PARK	1,300.00	0.00	1,300.00
AP 00358838	06/03/2015	ALTA VISTA MOBILE HOME PARK	1,155.00	0.00	1,155.00
AP 00358839	06/03/2015	ARDEN THEATRE CO.	418.25	0.00	418.25
AP 00358840	06/03/2015	ASSI SECURITY	335.00	0.00	335.00
AP 00358841	06/03/2015	AUFBAU CORPORATION	4,876.00	0.00	4,876.00
AP 00358842	06/03/2015	AUNTIE M CREATIVE CONSULTANTS INC.	2,881.56	0.00	2,881.56
AP 00358843	06/03/2015	BABCOCK LABORATORIES INC	990.00	0.00	990.00
AP 00358844	06/03/2015	BALLOONS N' MORE	426.60	0.00	426.60
AP 00358845	06/03/2015	BARBARA'S ANSWERING SERVICE	572.00	0.00	572.00
AP 00358846	06/03/2015	BARNES AND NOBLE	1,873.63	0.00	1,873.63
AP 00358847	06/03/2015	BEST BEST AND KRIEGER	91.50	0.00	91.50
AP 00358848	06/03/2015	CALBO	105.00	0.00	105.00
AP 00358849	06/03/2015	CALIFORNIA BOARD OF EQUALIZATION, STATE OF	1,275.00	0.00	1,275.00
AP 00358850	06/03/2015	CARQUEST AUTO PARTS	286.62	572.50	859.12 ***
AP 00358851	06/03/2015	CARTY, DIANE	54.00	0.00	54.00
AP 00358852	06/03/2015	CASA VOLANTE MOBILE HOME PARK	1,500.00	0.00	1,500.00
AP 00358853	06/03/2015	CCS ORANGE COUNTY JANITORIAL INC.	560.50	0.00	560.50
AP 00358854	06/03/2015	CD PROPERTY SERVICES	795.00	0.00	795.00
AP 00358855	06/03/2015	CHAFFEY JOINT UNION HIGH SCHOOL DIST	1,290.72	0.00	1,290.72
AP 00358856	06/03/2015	CHAPARRAL HEIGHTS MOBILE HOME PARK	776.00	0.00	776.00
AP 00358857	06/03/2015	CLAYTON, JANICE	29.42	0.00	29.42
AP 00358858	06/03/2015	CLEARWATER GRAPHICS INC	5,068.82	0.00	5,068.82
AP 00358859	06/03/2015	COMPUTER FORENSICS INTERNATIONAL	11,663.96	0.00	11,663.96
AP 00358860	06/03/2015	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	283.40	0.00	283.40
AP 00358861	06/03/2015	CORODATA MEDIA STORAGE INC	918.29	0.00	918.29
AP 00358862	06/03/2015	COUSIN, DAVID	624.00	0.00	624.00
AP 00358863	06/03/2015	CRIME SCENE STERI-CLEAN LLC	540.00	0.00	540.00
AP 00358864	06/03/2015	CROP PRODUCTION SERVICES INC	774.88	0.00	774.88
AP 00358865	06/03/2015	D AND K CONCRETE COMPANY	2,407.33	0.00	2,407.33
AP 00358866	06/03/2015	D2000 SAFETY INC.	0.00	5,940.45	5,940.45
AP 00358867	06/03/2015	DANIELS TIRE SERVICE	0.00	10,385.57	10,385.57
AP 00358868	06/03/2015	DELTA DENTAL	1,442.66	0.00	1,442.66
AP 00358869	06/03/2015	DELTA DENTAL	41,130.56	0.00	41,130.56
AP 00358870	06/03/2015	DEPARTMENT OF CONSUMER AFFAIRS	115.00	0.00	115.00
AP 00358871	06/03/2015	DEPARTMENT OF CONSUMER AFFAIRS	115.00	0.00	115.00
AP 00358872	06/03/2015	DIAMOND ENVIRONMENTAL SERVICES	757.40	0.00	757.40
AP 00358873	06/03/2015	DREAM SHAPERS	475.00	0.00	475.00
AP 00358874	06/03/2015	DREAM SHAPERS	475.00	0.00	475.00
AP 00358875	06/03/2015	DUMBELL MAN FITNESS EQUIPMENT, THE	150.00	0.00	150.00
AP 00358876	06/03/2015	EASY TO GET WIRELESS	1,134.00	0.00	1,134.00
AP 00358877	06/03/2015	EMBROIDME	78.26	0.00	78.26
AP 00358878	06/03/2015	ENVISIONWARE INC.	2,255.90	0.00	2,255.90
AP 00358879	06/03/2015	FASTAIRE HAND DRYERS INC.	1,190.16	0.00	1,190.16
AP 00358880	06/03/2015	FLEET SERVICES INC.	0.00	2,090.87	2,090.87
AP 00358881	06/03/2015	FOOTHILL MOBILE MANOR	657.00	0.00	657.00
AP 00358882	06/03/2015	FUEL SERV	220.00	0.00	220.00
AP 00358883	06/03/2015	FUND RAISERS LTD	135.61	0.00	135.61

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

**P29**

**Agenda Check Register**

5/27/2015 through 6/9/2015

<u>Check No.</u>	<u>Check Date</u>	<u>Vendor Name</u>	<u>City</u>	<u>Fire</u>	<u>Amount</u>
AP 00358884	06/03/2015	FUSION SIGN AND DESIGN	4,690.21	0.00	4,690.21
AP 00358885	06/03/2015	G AND M BUSINESS INTERIORS	762.60	0.00	762.60
AP 00358886	06/03/2015	GATEWAY PET CEMETERY AND CREMATORY	320.00	0.00	320.00
AP 00358887	06/03/2015	GONSALVES AND SON,JOE A	3,045.00	0.00	3,045.00
AP 00358888	06/03/2015	GOODYEAR TIRE AND RUBBER CO.	79.47	4,702.94	4,782.41 ***
AP 00358889	06/03/2015	GRAPHICS FACTORY INC.	189.00	0.00	189.00
AP 00358890	06/03/2015	GRAVES & KING LLP	596.62	0.00	596.62
AP 00358891	06/03/2015	GRAYBAR	2,823.02	0.00	2,823.02
AP 00358892	06/03/2015	HAMPTON, ELWOOD	4,945.00	0.00	4,945.00
AP 00358893	06/03/2015	HDR ENGINEERING INC	0.00	2,800.00	2,800.00
AP 00358894	06/03/2015	HEIL, MICHAEL	1,308.25	0.00	1,308.25
AP 00358895	06/03/2015	HERITAGE EDUCATION GROUP	940.00	0.00	940.00
AP 00358896	06/03/2015	HI WAY SAFETY INC	1,063.72	0.00	1,063.72
AP 00358897	06/03/2015	HILLS PET NUTRITION SALES INC	3,048.39	0.00	3,048.39
AP 00358898	06/03/2015	HOME DEPOT CREDIT SERVICES 645	31.24	0.00	31.24
AP 00358899	06/03/2015	HOTSY OF SOUTHERN CALIFORNIA	932.79	0.00	932.79
AP 00358900	06/03/2015	HOUSE OF RUTH	112.00	0.00	112.00
AP 00358901	06/03/2015	HOYT LUMBER CO., SM	0.00	85.31	85.31
AP 00358902	06/03/2015	HUNTER, TASHA	515.44	0.00	515.44
AP 00358903	06/03/2015	HUNTINGTON HARDWARE	390.22	0.00	390.22
AP 00358904	06/03/2015	IDEAL GRAPHICS	162.00	0.00	162.00
AP 00358905	06/03/2015	INK SLINGER SCREEN PRINTING & EMBROIDERY	2,262.82	0.00	2,262.82
AP 00358906	06/03/2015	INLAND FAIR HOUSING AND MEDIATION BOARD	1,450.78	0.00	1,450.78
AP 00358907	06/03/2015	JONES AND MAYER, LAW OFFICES OF	9,104.00	0.00	9,104.00
AP 00358908	06/03/2015	JRC HOUSING	7,063.00	0.00	7,063.00
AP 00358909	06/03/2015	KAPCO	301.54	0.00	301.54
AP 00358910	06/03/2015	LAVISHED PRINTING INC	931.50	0.00	931.50
AP 00358911	06/03/2015	LEMUS, VENTURA	324.29	0.00	324.29
AP 00358912	06/03/2015	LIBERTY PLUGINS INC	7,848.00	0.00	7,848.00
AP 00358913	06/03/2015	LIEBERT CASSIDY WHITMORE	15,279.60	0.00	15,279.60
AP 00358914	06/03/2015	LITTLE BEAR PRODUCTIONS	4,100.00	0.00	4,100.00
AP 00358915	06/03/2015	MANOCCHI, VINCENT MICHAEL	250.00	0.00	250.00
AP 00358916	06/03/2015	MARTIN AND CHAPMAN CO	544.18	0.00	544.18
AP 00358917	06/03/2015	MD ENERGY INC	72,587.88	0.00	72,587.88
AP 00358918	06/03/2015	MIDWEST TAPE	555.41	0.00	555.41
AP 00358919	06/03/2015	MSA INLAND EMPIRE/DESERT CHAPTER	25.00	0.00	25.00
AP 00358920	06/03/2015	OCCUPATIONAL HEALTH CTRS OF CA	0.00	285.95	285.95
AP 00358921	06/03/2015	OCEAN SYSTEMS	1,494.00	0.00	1,494.00
AP 00358922	06/03/2015	OFFICE DEPOT	2,899.50	0.00	2,899.50
AP 00358923	06/03/2015	PASMA	99.00	0.00	99.00
AP 00358924	06/03/2015	PINES COUNTRY ESTATES, THE	900.00	0.00	900.00
AP 00358925	06/03/2015	PIRANHA POOL & SPA CONSTRUCTORS INC	2,350.00	0.00	2,350.00
AP 00358926	06/03/2015	RAMONA VILLA MOBILE HOME PARK	1,300.00	0.00	1,300.00
AP 00358927	06/03/2015	RANCHO CUCAMONGA CHAMBER OF COMMERCE	3,166.66	0.00	3,166.66
AP 00358928	06/03/2015	RANCHO REGIONAL VETERINARY HOSPITAL INC	261.32	0.00	261.32
AP 00358929	06/03/2015	RELPH, STEVE	108.15	0.00	108.15
AP 00358930	06/03/2015	RICHARDS WATSON AND GERSHON	25,594.18	0.00	25,594.18

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

**P30**

**Agenda Check Register**

5/27/2015 through 6/9/2015

<u>Check No.</u>	<u>Check Date</u>	<u>Vendor Name</u>	<u>City</u>	<u>Fire</u>	<u>Amount</u>
AP 00358931	06/03/2015	ROSS CREATIONS	550.00	0.00	550.00
AP 00358932	06/03/2015	SAFE-ENTRY TECHNICAL INC	0.00	222.99	222.99
AP 00358933	06/03/2015	SC FUELS	0.00	9,315.80	9,315.80
AP 00358934	06/03/2015	SHEAKLEY PENSION ADMINISTRATION	299.90	0.00	299.90
AP 00358935	06/03/2015	SHEAKLEY PENSION ADMINISTRATION	161.55	0.00	161.55
AP 00358936	06/03/2015	SIR SPEEDY	1,107.88	0.00	1,107.88
AP 00358937	06/03/2015	SMARTLITE	395.00	0.00	395.00
AP 00358938	06/03/2015	SNAWDER, RICK	0.00	399.00	399.00
AP 00358939	06/03/2015	SO CALIF GAS COMPANY	5,064.12	507.48	5,571.60 ***
AP 00358944	06/03/2015	SOUTHERN CALIFORNIA EDISON	10,659.84	2,247.76	12,907.60 ***
AP 00358945	06/03/2015	SOUTHERN CALIFORNIA EDISON	927.70	0.00	927.70
AP 00358946	06/03/2015	SOUTHERN CALIFORNIA EDISON	2,247.45	0.00	2,247.45
AP 00358947	06/03/2015	STANDARD INSURANCE COMPANY	16,129.29	0.00	16,129.29
AP 00358948	06/03/2015	SUN BADGE CO	111.94	0.00	111.94
AP 00358949	06/03/2015	SYCAMORE VILLA MOBILE HOME PARK	1,000.00	0.00	1,000.00
AP 00358950	06/03/2015	UCHIZONO, MELVA	250.00	0.00	250.00
AP 00358951	06/03/2015	UPS	152.29	0.00	152.29
AP 00358952	06/03/2015	USPS	15,279.95	0.00	15,279.95
AP 00358954	06/03/2015	VERIZON CALIFORNIA	6,663.17	2,808.07	9,471.24 ***
AP 00358955	06/03/2015	WALTERS WHOLESALE ELECTRIC CO	3,220.86	0.00	3,220.86
AP 00358956	06/03/2015	WALTON ELECTRIC	320.00	0.00	320.00
AP 00358957	06/03/2015	WAXIE SANITARY SUPPLY	7,427.10	0.00	7,427.10
AP 00358958	06/03/2015	WELLS, ERIC	0.00	200.00	200.00
AP 00358959	06/03/2015	WESTCOAST MEDIA	900.50	0.00	900.50
AP 00358960	06/03/2015	WILSON AND BELL	348.35	0.00	348.35
AP 00358961	06/03/2015	WORD MILL PUBLISHING	800.00	0.00	800.00
AP 00358962	06/03/2015	XL STORAGE	895.00	0.00	895.00
AP 00358963	06/03/2015	YORK INDUSTRIES	933.12	0.00	933.12
AP 00358964	06/03/2015	ZFX INC	4,472.50	0.00	4,472.50
AP 00358965	06/04/2015	ABC LOCKSMITHS	63.41	3,238.66	3,302.07 ***
AP 00358966	06/04/2015	AGILINE LLC	1,550.00	0.00	1,550.00
AP 00358967	06/04/2015	AUTO BODY 2000	207.60	0.00	207.60
AP 00358968	06/04/2015	CITRUS MOTORS ONTARIO INC	0.00	292.04	292.04
AP 00358969	06/04/2015	COMP U ZONE	497.78	0.00	497.78
AP 00358970	06/04/2015	CUCAMONGA VALLEY WATER DISTRICT	12,571.22	0.00	12,571.22
AP 00358971	06/04/2015	DUNN EDWARDS CORPORATION	334.61	0.00	334.61
AP 00358972	06/04/2015	EMCOR SERVICE	17,744.50	21,996.00	39,740.50 ***
AP 00358973	06/04/2015	EWING IRRIGATION PRODUCTS	647.36	0.00	647.36
AP 00358974	06/04/2015	FORD OF UPLAND INC	1,137.17	0.00	1,137.17
AP 00358975	06/04/2015	HOLLIDAY ROCK CO INC	196.60	0.00	196.60
AP 00358976	06/04/2015	INTERSTATE BATTERIES	2,703.72	0.00	2,703.72
AP 00358977	06/04/2015	LIMS AUTO INC	764.80	0.00	764.80
AP 00358978	06/04/2015	PENNY PLUMBING	611.45	0.00	611.45
AP 00358979	06/04/2015	SUNRISE FORD	55.85	0.00	55.85
AP 00358980	06/04/2015	TRUGREEN LANDCARE	50,542.78	0.00	50,542.78
AP 00358981	06/04/2015	ALL WELDING	273.36	0.00	273.36
AP 00358982	06/04/2015	FIRST CLASS HEATING & A.C.	5,500.00	0.00	5,500.00

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

**P31**

**Agenda Check Register**

5/27/2015 through 6/9/2015

<u>Check No.</u>	<u>Check Date</u>	<u>Vendor Name</u>	<u>City</u>	<u>Fire</u>	<u>Amount</u>
EP 00005224	05/27/2015	AHUMADA, ALEXANDER R	0.00	904.08	904.08
EP 00005225	05/27/2015	ALMAND, LLOYD	0.00	615.52	615.52
EP 00005226	05/27/2015	BANTAU, VICTORIA	485.57	408.30	893.87 ***
EP 00005227	05/27/2015	BAZAL, SUSAN	46.16	1,277.32	1,323.48 ***
EP 00005228	05/27/2015	BERRY, DAVID	0.00	920.36	920.36
EP 00005229	05/27/2015	BROCK, ROBIN	0.00	893.87	893.87
EP 00005230	05/27/2015	CAMPBELL, GERALD	0.00	1,233.07	1,233.07
EP 00005231	05/27/2015	CARNES, KENNETH	0.00	469.02	469.02
EP 00005232	05/27/2015	CLABBY, RICHARD	0.00	920.36	920.36
EP 00005233	05/27/2015	CORCORAN, ROBERT	0.00	525.11	525.11
EP 00005234	05/27/2015	COX, KARL	0.00	615.52	615.52
EP 00005235	05/27/2015	CRANE, RALPH	0.00	1,323.48	1,323.48
EP 00005236	05/27/2015	CROSSLAND, WILBUR	0.00	469.02	469.02
EP 00005237	05/27/2015	DAGUE, JAMES	0.00	1,172.22	1,172.22
EP 00005238	05/27/2015	DE ANTONIO, SUSAN	0.00	525.11	525.11
EP 00005239	05/27/2015	DOMINICK, SAMUEL A.	0.00	893.87	893.87
EP 00005240	05/27/2015	EAGLESON, MICHAEL	0.00	1,560.49	1,560.49
EP 00005241	05/27/2015	FRITCHEY, JOHN D.	0.00	469.02	469.02
EP 00005242	05/27/2015	HEYDE, DONALD	0.00	1,172.22	1,172.22
EP 00005243	05/27/2015	INTERLICCHIA, ROSALYN	413.36	758.86	1,172.22 ***
EP 00005244	05/27/2015	KILMER, STEPHEN	0.00	1,233.07	1,233.07
EP 00005245	05/27/2015	LANE, WILLIAM	0.00	1,560.49	1,560.49
EP 00005246	05/27/2015	LEE, ALLAN J.	0.00	1,423.44	1,423.44
EP 00005247	05/27/2015	LENZE, PAUL E	0.00	1,224.46	1,224.46
EP 00005248	05/27/2015	LONGO, JOE	0.00	173.51	173.51
EP 00005249	05/27/2015	LUTTRULL, DARRELL	0.00	694.69	694.69
EP 00005250	05/27/2015	MACKALL, BENJAMIN	0.00	173.51	173.51
EP 00005251	05/27/2015	MAYFIELD, RON	0.00	1,323.48	1,323.48
EP 00005252	05/27/2015	MCKEE, JOHN	0.00	615.52	615.52
EP 00005253	05/27/2015	MCMILLEN, LINDA	219.51	27.25	246.76 ***
EP 00005254	05/27/2015	MCNEIL, KENNETH	0.00	969.50	969.50
EP 00005255	05/27/2015	MICHAEL, L. DENNIS	0.00	893.87	893.87
EP 00005256	05/27/2015	MORGAN, BYRON	0.00	2,646.34	2,646.34
EP 00005257	05/27/2015	MYSKOW, DENNIS	0.00	920.36	920.36
EP 00005258	05/27/2015	NAUMAN, MICHAEL	0.00	920.36	920.36
EP 00005259	05/27/2015	NEE, RON	0.00	1,757.12	1,757.12
EP 00005260	05/27/2015	NELSON, MARY JANE	0.00	173.51	173.51
EP 00005261	05/27/2015	PLOUNG, MICHAEL J	0.00	556.94	556.94
EP 00005262	05/27/2015	POST, MICHAEL R	0.00	1,577.31	1,577.31
EP 00005263	05/27/2015	PROULX, PATRICK	0.00	1,560.49	1,560.49
EP 00005264	05/27/2015	ROEDER, JEFF	0.00	1,172.22	1,172.22
EP 00005265	05/27/2015	SALISBURY, THOMAS	0.00	893.87	893.87
EP 00005266	05/27/2015	SMITH, RONALD	0.00	920.36	920.36
EP 00005267	05/27/2015	SPAGNOLO, SAM	0.00	469.02	469.02
EP 00005268	05/27/2015	SPAIN, WILLIAM	0.00	694.69	694.69
EP 00005269	05/27/2015	SULLIVAN, JAMES	0.00	753.31	753.31
EP 00005270	05/27/2015	TAYLOR, STEVE	0.00	1,224.46	1,224.46

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

**P32**

**Agenda Check Register**

5/27/2015 through 6/9/2015

<u>Check No.</u>	<u>Check Date</u>	<u>Vendor Name</u>	<u>City</u>	<u>Fire</u>	<u>Amount</u>
EP 00005271	05/27/2015	TULEY, TERRY	0.00	1,172.22	1,172.22
EP 00005272	05/27/2015	VANDERKALLEN, FRANCIS	0.00	1,192.64	1,192.64
EP 00005273	05/27/2015	WALTON, KEVIN	0.00	1,233.07	1,233.07
EP 00005274	05/27/2015	WOLFE, JACKIE	0.00	600.74	600.74
EP 00005275	05/27/2015	YOWELL, TIMOTHY A	0.00	1,323.48	1,323.48
EP 00005277	05/27/2015	CALIF GOVERNMENT VEBA/RANCHO CUCAMONGA	9,320.00	0.00	9,320.00
EP 00005278	05/27/2015	MICHAEL, L. DENNIS	380.57	0.00	380.57
EP 00005279	05/27/2015	RCCEA	1,324.00	0.00	1,324.00
EP 00005280	05/27/2015	RCPFA	10,449.56	290.00	10,739.56 ***
EP 00005281	05/27/2015	VIASYN INC	2,453.47	0.00	2,453.47
			<b>Total City:</b>	<b>\$4,855,141.55</b>	
			<b>Total Fire:</b>	<b>\$164,373.35</b>	
			<b>Grand Total:</b>	<b>\$5,019,514.90</b>	

**Note:**

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



**City of Rancho Cucamonga  
Portfolio Management  
Portfolio Summary  
May 31, 2015**

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Local Agency Investment Fund	44,784,578.60	44,784,578.60	44,784,578.60	17.29	1	1	0.286	0.290
Commercial Paper - Discount	5,000,000.00	4,999,125.00	4,999,050.00	1.93	76	42	0.091	0.093
Federal Agency Issues - Coupon	182,225,000.01	182,378,716.78	182,143,611.55	70.32	1,635	1,212	1.304	1.322
Savings/Miscellaneous Accounts	3,548,161.99	3,548,161.99	3,548,161.99	1.37	1	1	0.197	0.200
Municipal Bonds	16,860,000.00	17,079,965.00	17,047,842.54	6.58	1,287	1,018	1.388	1.407
Corporate Notes	6,500,000.00	6,540,186.00	6,494,497.39	2.51	1,371	662	1.290	1.307
<b>Investments</b>	<b>258,917,740.60</b>	<b>259,330,733.37</b>	<b>259,017,742.07</b>	<b>100.00%</b>	<b>1,270</b>	<b>937</b>	<b>1.095</b>	<b>1.110</b>

<b>Cash and Accrued Interest</b>	
Accrued Interest at Purchase	1,663.13
Subtotal	1,663.13
<b>Total Cash and Investments</b>	<b>259,332,396.50</b>
	<b>259,019,405.20</b>
	<b>1,270</b>
	<b>937</b>
	<b>1.095</b>
	<b>1.110</b>

Total Earnings	May 31 Month Ending	Fiscal Year To Date
Current Year	234,726.92	2,440,396.73
Average Daily Balance	252,086,867.76	231,118,268.97
Effective Rate of Return	1.10%	1.15%

I certify that this report accurately reflects all City pooled investments and is in conformity with the investment policy adopted September 17, 2014. A copy of the investment policy is available in the Administrative Services Department. The Investment Program herein shown provides sufficient cash flow liquidity to meet the next six months estimated expenditures. The month-end market values were obtained from (IDC)-Interactive Data Corporation pricing service

The attached Summary of Cash and Investments with Fiscal Agents is provided under the City official Investment Policy. The provisions of the individual bond documents govern the management of these funds.

*(Signature)*  
James C. Frost, Treasurer

**City of Rancho Cucamonga  
Portfolio Management  
Portfolio Details - Investments  
May 31, 2015**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	YTM	Days to Maturity	Maturity Date
<b>Local Agency Investment Fund</b>												
SYS00005	00005	LOCAL AGENCY INVST FUND	44,784,578.60		44,784,578.60	44,784,578.60	44,784,578.60	0.290		0.290	1	
		<b>Subtotal and Average</b>	<b>44,784,578.60</b>		<b>44,784,578.60</b>	<b>44,784,578.60</b>	<b>44,784,578.60</b>			<b>0.290</b>	<b>1</b>	
<b>Commercial Paper - Discount</b>												
03785EUD4	1603	APPLE INC	10,158,252.89	04/28/2015	5,000,000.00	4,999,125.00	4,999,050.00	0.090	P-1	0.091	42	07/13/2015
		<b>Subtotal and Average</b>	<b>10,158,252.89</b>		<b>5,000,000.00</b>	<b>4,999,125.00</b>	<b>4,999,050.00</b>			<b>0.091</b>	<b>42</b>	
<b>Federal Agency Issues - Coupon</b>												
3133ECCZ5	1522	FEDERAL FARM CREDIT BANK		01/16/2013	4,000,000.00	3,993,488.00	4,000,000.00	0.900	Aaa	0.900	960	01/16/2018
3133ECFA7	1525	FEDERAL FARM CREDIT BANK		02/13/2013	3,500,000.00	3,487,274.00	3,497,637.50	1.080	Aaa	1.106	988	02/13/2018
3133ECL44	1527	FEDERAL FARM CREDIT BANK		04/11/2013	5,000,000.00	4,989,235.00	4,995,708.33	1.000	Aaa	1.031	1,045	04/11/2018
3133ECMM3	1528	FEDERAL FARM CREDIT BANK		04/25/2013	5,000,000.00	4,995,455.00	4,997,648.75	0.600	Aaa	0.625	694	04/25/2017
3133ECR30	1538	FEDERAL FARM CREDIT BANK		06/05/2013	4,000,000.00	4,000,192.00	3,998,290.56	0.960	Aaa	1.120	735	06/05/2017
3133ECRP1	1539	FEDERAL FARM CREDIT BANK		06/11/2013	5,000,000.00	5,023,635.00	4,977,776.11	1.150	Aaa	1.302	1,106	06/11/2018
3133ECS96	1540	FEDERAL FARM CREDIT BANK		06/18/2013	2,300,000.00	2,321,171.50	2,299,067.60	1.130	Aaa	1.148	840	09/18/2017
3133ECT79	1545	FEDERAL FARM CREDIT BANK		06/27/2013	2,500,000.00	2,514,627.50	2,500,000.00	1.000	Aaa	1.000	639	03/01/2017
3133EDGW6	1564	FEDERAL FARM CREDIT BANK		03/11/2014	3,000,000.00	3,003,687.00	2,998,247.45	1.300	Aaa	1.316	1,106	06/11/2018
3133EDN81	1578	FEDERAL FARM CREDIT BANK		06/12/2014	3,000,000.00	3,001,401.00	3,000,000.00	1.850	Aaa	1.850	1,472	06/12/2019
3133EEZF0	1602	FEDERAL FARM CREDIT BANK		04/27/2015	3,000,000.00	2,995,653.00	3,000,000.00	1.100	Aaa	1.100	1,054	04/20/2018
3133EEM56	1609	FEDERAL FARM CREDIT BANK		05/19/2015	4,500,000.00	4,507,965.00	4,500,000.00	1.900	Aaa	1.900	1,814	05/19/2020
3133EEM49	1610	FEDERAL FARM CREDIT BANK		05/22/2015	5,500,000.00	5,529,579.00	5,516,847.49	1.600	Aaa	0.263	1,663	12/20/2019
313373FQ0	1460	FEDERAL HOME LOAN BANK		04/27/2011	2,000,000.00	2,038,722.00	2,000,000.00	2.500	Aaa	2.500	331	04/27/2016
313381AN5	1520	FEDERAL HOME LOAN BANK		11/23/2012	1,595,000.00	1,593,376.29	1,595,000.00	0.800	Aaa	0.800	722	05/23/2017
313381SD8	1523	FEDERAL HOME LOAN BANK		01/30/2013	2,500,000.00	2,495,720.00	2,500,000.00	1.000	Aaa	1.000	974	01/30/2018
313382RB1	1530	FEDERAL HOME LOAN BANK		04/30/2013	4,000,000.00	3,981,148.00	3,999,417.22	1.050	Aaa	1.055	1,064	04/30/2018
3133833N9	1534	FEDERAL HOME LOAN BANK		05/24/2013	3,500,000.00	3,480,774.50	3,494,266.75	1.000	Aaa	1.057	1,086	05/22/2018
313379FW4	1541	FEDERAL HOME LOAN BANK		06/24/2013	2,500,000.00	2,515,440.00	2,493,077.61	1.000	Aaa	1.140	739	06/09/2017
313383HQ7	1544	FEDERAL HOME LOAN BANK		06/27/2013	4,000,000.00	4,011,028.00	4,000,000.00	1.200	Aaa	1.200	1,122	06/27/2018
313383TM3	1555	FEDERAL HOME LOAN BANK		08/07/2013	2,000,000.00	2,004,546.00	1,998,344.67	1.750	Aaa	1.777	1,163	08/07/2018
3130A0YY0	1562	FEDERAL HOME LOAN BANK		02/20/2014	3,000,000.00	3,014,292.00	3,000,969.32	1.020	Aaa	1.005	809	08/18/2017
3130A24C7	1575	FEDERAL HOME LOAN BANK		05/28/2014	1,800,000.00	1,805,272.21	1,800,000.00	1.600	Aaa	1.600	1,368	02/28/2019
3130A26V3	1576	FEDERAL HOME LOAN BANK		05/30/2014	5,000,000.00	5,075,650.00	5,005,355.53	1.600	Aaa	1.572	1,458	05/29/2019
3130A27B6	1580	FEDERAL HOME LOAN BANK		06/10/2014	1,000,000.00	994,584.00	998,712.00	1.800	Aaa	1.834	1,470	06/10/2019
3130A4BK7	1594	FEDERAL HOME LOAN BANK		02/27/2015	4,000,000.00	4,014,992.00	4,000,000.00	1.500	Aaa	1.500	1,367	02/27/2019
3130A4F23	1597	FEDERAL HOME LOAN BANK		03/11/2015	2,530,000.00	2,538,035.28	2,530,000.00	2.000	Aaa	2.000	1,745	03/11/2020

Portfolio CITY  
AP  
PM (PRF\_PM2) 7 3 0

Report Ver. 7 3 5

**City of Rancho Cucamonga  
Portfolio Management  
Portfolio Details - Investments  
May 31, 2015**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	YTM	Days to Maturity	Maturity Date
<b>Federal Agency Issues - Coupon</b>												
3130A4G89	1599	FEDERAL HOME LOAN BANK		03/24/2015	3,000,000.00	3,004,812.00	3,000,000.00	1.650	Aaa	1.650	1,576	09/24/2019
3130A55T2	1601	FEDERAL HOME LOAN BANK		04/27/2015	2,000,000.00	1,999,354.00	1,999,496.37	1.000	Aaa	1.009	1,061	04/27/2018
3130A4Y55	1606	FEDERAL HOME LOAN BANK		04/30/2015	3,500,000.00	3,501,008.00	3,500,000.00	1.125	Aaa	1.125	1,061	04/27/2018
3134G43V8	1532	FEDERAL HOME LOAN MORTG CORP.		05/23/2013	3,000,000.00	2,996,022.00	2,996,401.87	1.050	Aaa	1.092	1,079	05/15/2018
3134G43L0	1533	FEDERAL HOME LOAN MORTG. CORP.		05/24/2013	3,500,000.00	3,478,930.00	3,498,445.32	1.100	Aaa	1.116	1,071	05/07/2018
3134G4A99	1543	FEDERAL HOME LOAN MORTG. CORP.		06/26/2013	3,000,000.00	3,002,160.00	2,991,252.08	1.300	Aaa	1.399	1,121	06/26/2018
3134G4UQ9	1561	FEDERAL HOME LOAN MORTG CORP		02/19/2014	3,000,000.00	3,014,238.00	2,997,212.50	1.750	Aaa	1.776	1,359	02/19/2019
3134G5TW5	1587	FEDERAL HOME LOAN MORTG CORP		12/29/2014	4,500,000.00	4,503,550.50	4,500,000.00	1.250	Aaa	1.250	942	12/29/2017
3134G6FM0	1596	FEDERAL HOME LOAN MORTG. CORP		02/27/2015	4,000,000.00	4,015,468.00	4,000,000.00	1.400	Aaa	1.400	1,180	08/24/2018
3134G6HA4	1598	FEDERAL HOME LOAN MORTG. CORP.		03/18/2015	4,500,000.00	4,510,827.00	4,500,000.00	1.500	Aaa	1.500	1,205	09/18/2018
3134G6YH0	1608	FEDERAL HOME LOAN MORTG CORP.		05/14/2015	4,500,000.00	4,471,339.50	4,500,000.00	1.850	Aaa	1.850	1,809	05/14/2020
3134G6K85	1611	FEDERAL HOME LOAN MORTG CORP.		05/27/2015	3,500,000.00	3,508,218.00	3,500,000.00	1.500	Aaa	1.500	1,367	02/27/2019
3136G0ZH7	1518	FEDERAL NATL MTG ASSN		09/05/2012	4,000,000.00	4,011,576.00	4,000,000.00	1.050	Aaa	1.050	827	09/05/2017
3136G1AZ2	1524	FEDERAL NATL MTG ASSN		01/30/2013	3,000,000.00	2,981,706.00	3,000,000.00	1.000	Aaa	1.000	974	01/30/2018
3136G1K57	1529	FEDERAL NATL MTG ASSN		04/30/2013	3,000,000.00	2,984,451.00	3,000,000.00	1.100	Aaa	1.100	1,064	04/30/2018
3135G0WJ8	1531	FEDERAL NATL MTG ASSN		05/23/2013	5,000,000.00	4,975,615.00	4,973,696.33	0.875	Aaa	1.057	1,085	05/21/2018
3136G1ZF9	1567	FEDERAL NATL MTG ASSN		03/28/2014	4,000,000.00	4,003,956.00	4,000,000.00	1.100	Aaa	1.100	850	09/28/2017
3135G0ZY2	1586	FEDERAL NATL MTG ASSN		12/04/2014	2,500,000.00	2,528,190.00	2,500,000.00	1.750	Aaa	1.750	1,639	11/26/2019
3136G2B97	1588	FEDERAL NATL MTG ASSN		12/30/2014	2,500,000.00	2,503,710.00	2,500,000.00	2.000	Aaa	2.000	1,673	12/30/2019
3136G2E52	1589	FEDERAL NATL MTG ASSN		01/30/2015	6,500,000.00	6,463,723.50	6,500,000.00	1.700	Aaa	1.700	1,703	01/29/2020
3135G0B93	1593	FEDERAL NATL MTG ASSN		02/13/2015	4,500,000.00	4,503,915.00	4,487,310.00	1.875	Aaa	1.938	1,718	02/13/2020
3136G2EP8	1595	FEDERAL NATL MTG ASSN		02/27/2015	4,000,000.00	4,005,312.00	4,000,000.00	1.540	Aaa	1.540	1,640	11/27/2019
3135G0D59	1600	FEDERAL NATL MTG ASSN		04/23/2015	4,000,000.00	4,000,052.00	4,002,662.55	1.840	Aaa	1.826	1,787	04/22/2020
3136G2GP6	1605	FEDERAL NATL MTG ASSN		04/29/2015	5,000,000.00	4,989,670.00	5,001,520.38	1.375	Aaa	1.366	1,246	10/29/2018
3136G2G84	1607	FEDERAL NATL MTG ASSN		04/30/2015	2,500,000.00	2,496,970.00	2,499,247.25	1.150	Aaa	1.161	1,064	04/30/2018
<b>Subtotal and Average</b>					<b>182,225,000.01</b>	<b>182,378,716.78</b>	<b>182,143,611.55</b>			<b>1.322</b>	<b>1,212</b>	
<b>Savings/Miscellaneous Accounts</b>												
SYS00180	00180	UNION BANK OF CALIFORNIA			3,548,161.99	3,548,161.99	3,548,161.99	0.200	P-1	0.200	1	
<b>Subtotal and Average</b>					<b>3,548,161.99</b>	<b>3,548,161.99</b>	<b>3,548,161.99</b>			<b>0.200</b>	<b>1</b>	
<b>Municipal Bonds</b>												
157432JL5	1583	CHAFFEY CMNTY COLLEGE DIST CA		10/16/2014	200,000.00	199,956.00	200,385.52	1.499	Aa	1.401	731	06/01/2017
157432JL0	1584	CHAFFEY CMNTY COLLEGE DIST CA		10/16/2014	200,000.00	201,178.00	201,070.70	2.392	Aa	2.251	1,461	06/01/2019
623040HA3	1552	MOUNT SAN ANTONIO CAL		08/01/2013	1,000,000.00	1,008,740.00	1,000,000.00	1.467	Aa	1.467	427	08/01/2016

Portfolio CITY  
AP  
PM (PRF\_PM2) 7 3 0

**City of Rancho Cucamonga  
Portfolio Management  
Portfolio Details - Investments  
May 31, 2015**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	YTM	Days to Maturity	Maturity Date
<b>Municipal Bonds</b>												
623040HB1	1553	MOUNT SAN ANTONIO CAL		08/01/2013	500,000.00	512,495.00	500,000.00	2.101	Aa	2.101	792	08/01/2017
630360EJ0	1577	NAPA VALLEY CMNTY CLG DIST		06/26/2014	3,480,000.00	3,475,916.00	3,474,333.55	1.778	Aa	1.640	1,157	08/01/2018
768874SV2	1550	CITY OF RIVERSIDE CA ELECTRIC		07/25/2013	2,000,000.00	2,093,600.00	2,077,981.15	4.000		1.021	488	10/01/2016
768874SW0	1551	CITY OF RIVERSIDE CA ELECTRIC		07/25/2013	1,000,000.00	1,093,010.00	1,079,833.47	5.000		1.461	853	10/01/2017
769036AV6	1613	RIVERSIDE CA PENSION OBLIG		05/27/2015	3,500,000.00	3,495,520.00	3,500,000.00	0.750		0.750	366	06/01/2016
13063CSQ4	1604	CALIF STATE TXBL GO		04/29/2015	5,000,000.00	4,999,550.00	5,014,238.15	1.800	Aa	1.738	1,766	04/01/2020
		<b>Subtotal and Average</b>	<b>14,116,281.19</b>		<b>16,860,000.00</b>	<b>17,079,965.00</b>	<b>17,047,842.54</b>			<b>1.407</b>	<b>1,018</b>	
<b>Corporate Notes</b>												
166764AE0	1547	CHEVRON CORP		06/24/2013	3,500,000.00	3,535,182.00	3,493,501.49	1.718	Aa	1.782	1,119	06/24/2018
369604BE2	1546	GENERAL ELECTRIC COMP		06/20/2013	3,000,000.00	3,005,004.00	3,000,995.90	0.850	Aa	0.756	130	10/09/2015
		<b>Subtotal and Average</b>	<b>6,494,523.90</b>		<b>6,500,000.00</b>	<b>6,540,186.00</b>	<b>6,494,497.39</b>			<b>1.307</b>	<b>662</b>	
		<b>Total and Average</b>	<b>252,086,867.76</b>		<b>258,917,740.60</b>	<b>259,330,733.37</b>	<b>259,017,742.07</b>			<b>1.110</b>	<b>937</b>	

Portfolio CITY  
AP  
PM (PRF\_P1M2) 7 3 0

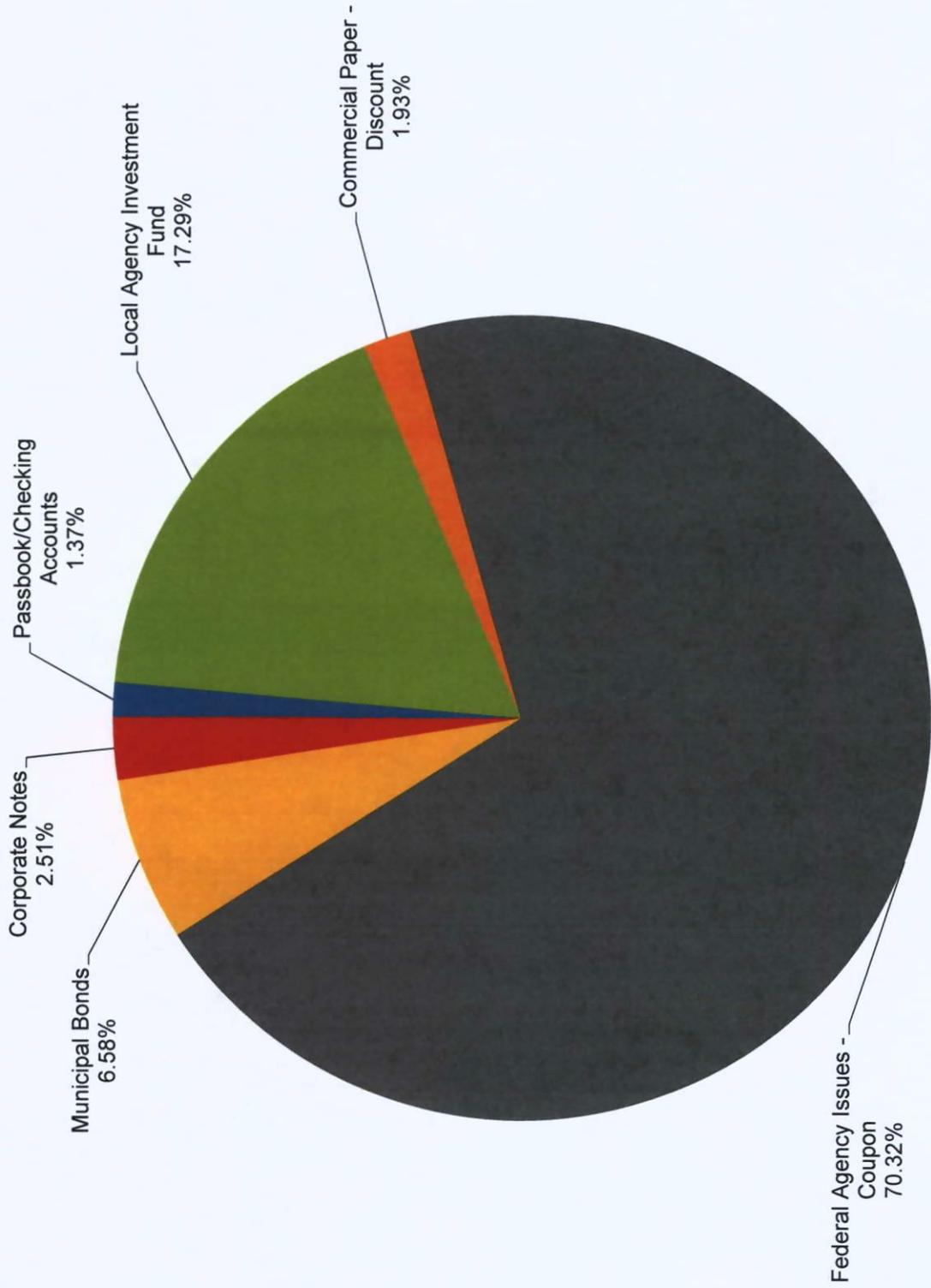
**City of Rancho Cucamonga  
Portfolio Management  
Portfolio Details - Cash  
May 31, 2015**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Accrued Interest at Purchase	Par Value	Market Value	Book Value	Stated Rate	Moody's	YTM	Days to Maturity
		Average Balance	0.00				1,663.13	1,663.13				0
		Subtotal					1,663.13	1,663.13				
		<b>Total Cash and Investments</b>	<b>252,086,867.76</b>		<b>258,917,740.60</b>	<b>259,332,396.50</b>	<b>259,019,405.20</b>				<b>1.110</b>	<b>937</b>

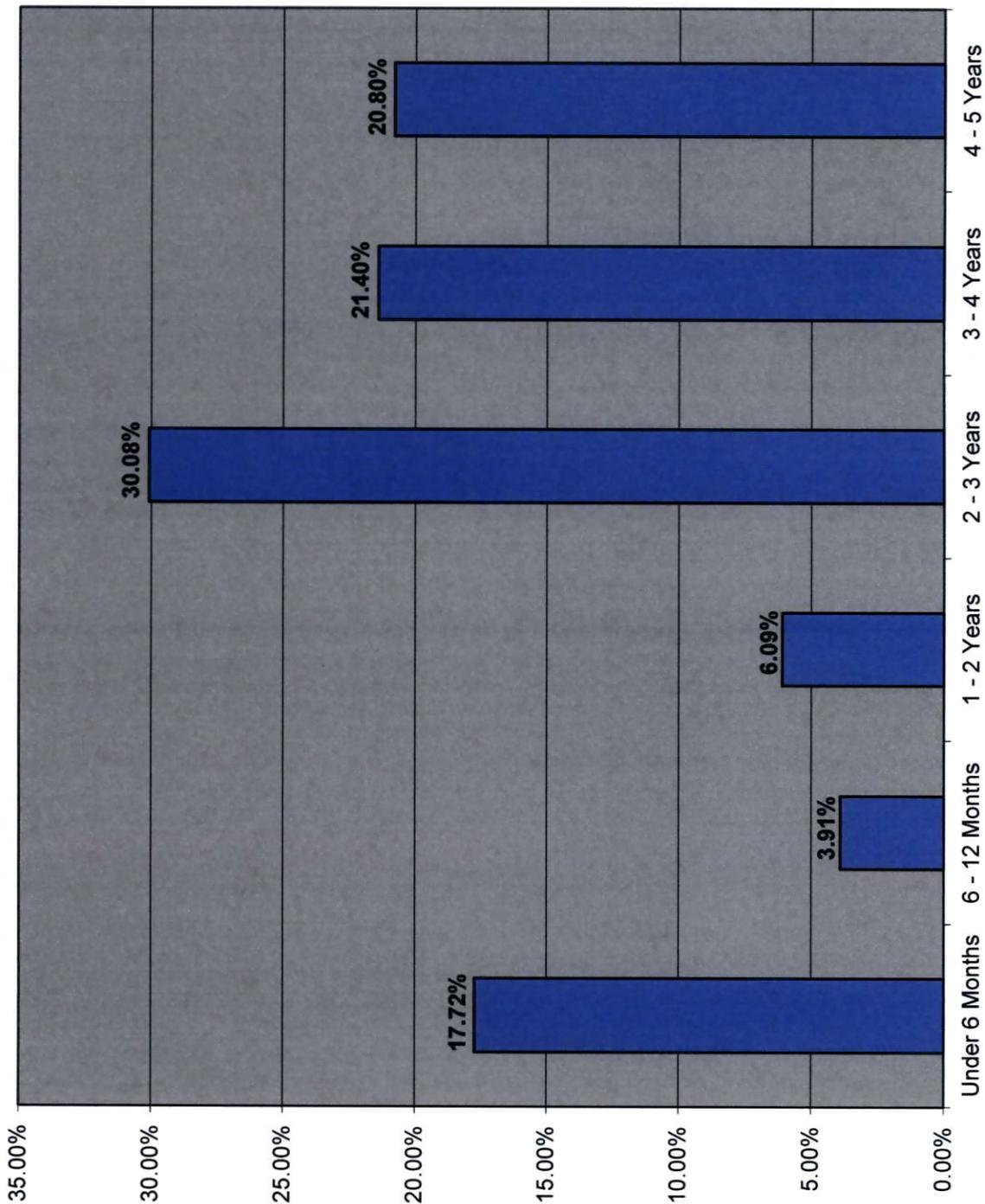
**City of Rancho Cucamonga**  
**Portfolio Management**  
**Activity By Type**  
**May 1, 2015 through May 31, 2015**

CUSIP	Investment #	Issuer	Stated Rate	Transaction Date	Purchases or Deposits	Redemptions or Withdrawals	Balance
<b>Local Agency Investment Fund (Monthly Summary)</b>							
SYS00005	00005	LOCAL AGENCY INVST FUND	0.290		12,000,000.00	13,000,000.00	
		<b>Subtotal</b>			<b>12,000,000.00</b>	<b>13,000,000.00</b>	<b>44,784,578.60</b>
<b>Commercial Paper - Discount</b>							
89233HSM7	1592	TOYOTA MOTOR CREDIT CORP	0.130	05/21/2015	0.00	7,996,764.48	
		<b>Subtotal</b>			<b>0.00</b>	<b>7,996,764.48</b>	<b>4,999,050.00</b>
<b>Federal Agency Issues - Coupon</b>							
3133EEM56	1609	FEDERAL FARM CREDIT BANK	1.900	05/19/2015	4,500,000.00	0.00	
3133EEM49	1610	FEDERAL FARM CREDIT BANK	1.600	05/22/2015	5,516,940.00	0.00	
3130A24C7	1575	FEDERAL HOME LOAN BANK	1.600	05/28/2015	0.00	2,399,999.99	
3134G58E0	1581	FEDERAL HOME LOAN MORTG. CORP.	1.820	05/15/2015	0.00	3,998,381.11	
3134G6YH0	1608	FEDERAL HOME LOAN MORTG. CORP.	1.850	05/14/2015	4,500,000.00	0.00	
3134G6K85	1611	FEDERAL HOME LOAN MORTG. CORP.	1.500	05/27/2015	3,500,000.00	0.00	
		<b>Subtotal</b>			<b>18,016,940.00</b>	<b>6,398,381.10</b>	<b>182,143,611.55</b>
<b>Savings/Miscellaneous Accounts (Monthly Summary)</b>							
SYS00180	00180	UNION BANK OF CALIFORNIA	0.200		2,976,595.04	0.00	
		<b>Subtotal</b>			<b>2,976,595.04</b>	<b>0.00</b>	<b>3,548,161.99</b>
<b>Municipal Bonds</b>							
769036AV6	1613	RIVERSIDE CA PENSION OBLIG	0.750	05/27/2015	3,500,000.00	0.00	
		<b>Subtotal</b>			<b>3,500,000.00</b>	<b>0.00</b>	<b>17,047,842.54</b>
<b>Corporate Notes</b>							
		<b>Subtotal</b>					<b>6,494,497.39</b>
		<b>Total</b>			<b>36,493,535.04</b>	<b>27,395,145.58</b>	<b>259,017,742.07</b>

# City of Rancho Cucamonga Portfolio Composition May 31, 2015



**City of Rancho Cucamonga  
Portfolio Maturity Distribution  
May 31, 2015**



*Note: Callable securities in portfolio are included in the maturity distribution analysis to their stated maturity date, although they may be called prior to maturity.*

City of Rancho Cucamonga  
 Summary of Cash and Investments with Fiscal Agents  
 For the Month Ended May 31, 2015

<u>Bond Issue</u>	<u>Trustee and/or Paying Agent</u>	<u>Account Name</u>	<u>Account #</u>	<u>Investment</u>	<u>Purchase Date</u>	<u>Maturity Date*</u>	<u>Yield</u>	<u>Cost Value</u>
Assessment District N Masi Plaza	Wells Fargo	Imprvmt Fund	16913302	Money Market Fund	8/4/1997	N/A	0.01%	\$ 290,303.94
		Reserve Fund	16913301	Money Market Fund	8/4/1997	N/A	0.01%	242,500.00
		Redemp. Fund	16913300	Money Market Fund	8/4/1997	N/A	0.01%	0.04
								\$ 532,803.98
PFA RFDG Rev Bond	Wellsfargo	Revenue Fund	83872200	Money Market Fund		N/A	0.00%	\$ -
		Residual Fund	83872204	Money Market Fund		N/A	0.00%	-
		Interest Account	83872201	Money Market Fund		N/A	0.00%	-
		Principal Account	83872202	Money Market Fund		N/A	0.00%	-
						\$ -		
CFD No 2000-01 Soul	Wells Fargo	Special Tax Refunding	83872300	Money Market Fund	1/17/2012	N/A	0.01%	\$ -
		Bond Fund	83872301	Money Market Fund	1/17/2012	N/A	0.01%	0.76
		Reserve Fund	83872302	Money Market Fund	1/17/2012	N/A	0.01%	65,800.00
								\$ 65,800.76
CFD No 2000-02 RC	Wells Fargo	Special Tax Refunding	83872501	Money Market Fund	1/17/2012	N/A	0.01%	\$ 6.38
		Reserve Fund	83872502	Money Market Fund	1/17/2012	N/A	0.01%	540,700.06
		Special Tax	83872500	Money Market Fund	1/17/2012	N/A	0.01%	-
								\$ 540,706.44
CFD 2003-01 Improve	Wells Fargo	Reserve Fund	46571801	Money Market Fund	9/1/2013	N/A	0.01%	\$ 1,417,046.60
		Agency Project	46571807	Money Market Fund	9/1/2013	N/A	0.01%	74,903.62
		Cultural Center Fund	46571808	Money Market Fund	9/1/2013	N/A	0.01%	184,674.30
		COI	46571803	Money Market Fund	9/1/2013	N/A	0.01%	
		Bond Fund	46571800	Money Market Fund	9/1/2013	N/A	0.01%	61.24
		Developer Project	46571806	Money Market Fund	9/1/2013	N/A	0.01%	94,426.55
		Special Tax	46571805	Money Market Fund	9/1/2013	N/A	0.01%	-
								\$ 1,771,112.31
CFD 2003-01 Improve	Wells Fargo	Bond Fund	46659800	Money Market Fund	12/1/2013	N/A	0.01%	\$ 5.86

	Reserve Fund	46659801	Money Market Fund	12/1/2013	N/A	0.01%	132,478.07	
	Refund Prepayment	46659802	Money Market Fund	12/1/2013	N/A	0.01%	-	
	COI Fund	46659803	Money Market Fund	12/1/2013	N/A	0.01%		
	Special Tax Fund	46659805	Money Market Fund	12/1/2013	N/A	0.01%	0.06	
							<u>\$ 132,483.99</u>	
CFD No 2001-01 Impr	Bond A Fund	83872601	Money Market Fund	9/18/2001	N/A	0.00%	8.33	68
	Bond A Reserve Fund	83872602	Money Market Fund	9/18/2001	N/A	0.00%	709,357.56	69
	Bond A Special Tax F	83872600	Money Market Fund	9/18/2001	N/A	0.00%	-	70
							<u>\$ 709,365.89</u>	71
								77
CFD No 2001-01 Impr	Bond B Reserve Fund	83872402	Money Market Fund	1/17/2012	N/A	0.01%	66,820.00	87
	Bond B Special Tax F	83872400	Money Market Fund	1/17/2012	N/A	0.01%	-	
	Bond B Fund	83872401	Money Market Fund	1/17/2012	N/A	0.01%	0.78	
							<u>\$ 66,820.78</u>	
CFD No 2004-01 Ran	Admin Expense Fund	48436802	Money Market Fund		N/A	0.01%	-	88
	Bond Fund	48436800	Money Market Fund		N/A	0.01%	53.26	89
	Reserve Fund	48436801	Money Market Fund		N/A	0.01%	1,189,437.11	
	Special Tax Fund	48436807	Money Market Fund				-	
	Project Fund	48436809	Money Market Fund				<u>87,847.81</u>	
							<u>\$ 1,277,338.18</u>	93
								94
								95
CFD No 2006-01 VINTR	Reserve Fund	20933403	Money Market Fund	1/25/2007	N/A	0.01%	379,633.76	96
	Acquisition Fund	20933404	Money Market Fund	1/25/2007	N/A	0.01%	234,070.17	97
	Agency Account	20933405	Money Market Fund	1/25/2007	N/A	0.01%	128,588.44	98
	Special Tax Fund	20933400	Money Market Fund	1/25/2007	N/A	0.01%	3.39	99
	Interest Account	20933401	Money Market Fund	1/25/2007	N/A	0.01%	9.65	100
	Principal Account	20933402	Money Market Fund	1/25/2007	N/A	0.00%	0.37	101
	Water District Account	20933406	Money Market Fund	1/25/2007	N/A	0.01%	244,206.98	102
							<u>\$ 986,512.76</u>	103
								104
CFD No 2006-02 Arma	Special Tax Fund	20933500	Money Market Fund	1/25/2007	N/A	0.01%	0.09	105
	Reserve Fund	20933503	Money Market Fund	1/25/2007	N/A	0.01%	197,718.59	
	Acquisition Fund	20933504	Money Market Fund	1/25/2007	N/A	0.00%		106
	Agency Account	20933505	Money Market Fund	1/25/2007	N/A	0.01%	375.79	107
	Cost of Issuance Func	20933507	Money Market Fund	1/25/2007	N/A	0.00%		108
	Interest Account	20933501	Money Market Fund	1/25/2007	N/A	0.00%	0.21	109



# STAFF REPORT

ADMINISTRATIVE SERVICES GROUP



**Date:** June 17, 2015

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

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

**By:** Sam Davis, Sr. Information Services Analyst *SD*  
Ruth Cain, CPPB, Purchasing Manager *RC*

**Subject:** CONSIDERATION FOR APPROVAL OF AN AWARD TO 1 PLUS 1 TECHNOLOGY INC. OF DUBLIN, CALIFORNIA, FOR MICROSOFT SERVER LICENSES IN THE AMOUNT OF \$177,175.00, FUNDED IN THE AMOUNT OF \$31,650.00 FROM ACCOUNT NO. 1001209-5152 (INFORMATION SERVICES, COMPUTER SOFTWARE) AND \$145,525.00 FROM ACCOUNT NO. 1714001-5152 (COMPUTER EQUIPMENT/TECHNOLOGY REPLACEMENT FUND, COMPUTER SOFTWARE)

## RECOMMENDATION

It is recommended that the City Council approve of an award to 1 Plus 1 Technology Inc. of Dublin, California, for Microsoft Server Licenses in the amount of \$177,175.00, funded in the amount of \$31,650.00 from account no. 1001209-5152 (Information Services, Computer Software) and \$145,525.00 from account no. 1714001-5152 (Computer Equipment/Technology Replacement Fund, Computer Software).

## BACKGROUND

As part of supporting day-to-day information technology, the Information Services Division manages the City's central computer servers that host software applications used by staff and the public. Microsoft server and database software are used to support these computer servers. This software must be regularly updated to current versions in order to properly maintain services and receive administrative and security updates from the developer, Microsoft.

## ANALYSIS

The Information Services Division submitted specifications to the Purchasing Division for review and to determine the best method of procurement. The Purchasing Division prepared and posted a formal Request for Bid (RFB) #14/15-014, to the City's automated procurement system. As a result there were three hundred and forty (340) notified vendors, fifteen (15) prospective bidders downloaded the bid documentation and one (1) bid response was received. Staff is recommending an award be made to 1 Plus 1 of Dublin, California, the most responsive bidder. All applicable bid documentation is on file in the City's electronic bidding system and can be accessed through the City's internet.

# STAFF REPORT

PUBLIC WORKS SERVICES DEPARTMENT



**Date:** June 17, 2015

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

**From:** William Wittkopf, Public Works Services Director  
Mike Costello, Fire Chief

**By:** Ty Quaintance, Facilities Superintendent  
Paul Fisher, Management Analyst I

**Subject:** CONSIDERATION OF APPROVAL OF AMENDMENTS 001 RENEWING THE PROFESSIONAL SERVICES AGREEMENTS WITH NO RATE INCREASE WITH WILLIAMS ARCHITECTS, INC. (CO 14-261), IDS GROUP, INC. (CO 14-268), MILLER ARCHITECTURAL CORPORATION (CO 14-267), AND SVA ARCHITECTS, INC. (CO 14-276) FOR ARCHITECTURAL SERVICES; IDS GROUP, INC. (CO 14-269) AND DAHL, TAYLOR AND ASSOCIATES (CO 14-162) FOR ELECTRICAL ENGINEERING SERVICES; IDS GROUP, INC. (CO 14-270) AND BRANDOW AND JOHNSTON, INC. (CO 14-271) FOR STRUCTURAL ENGINEERING SERVICES, ALL ON AN AS NEEDED BASIS FOR FY 2015-2016 FOR VARIOUS PROJECTS CITYWIDE, TO BE FUNDED FROM VARIOUS CITY AND FIRE ACCOUNTS, CONTINGENT UPON THE APPROVED BUDGET FOR FY 2015-2016

## RECOMMENDATION

Staff recommends the City Council and Board approve Amendments 001 renewing the professional services agreements with no rate increase with Williams Architects, Inc. (CO 14-261), IDS Group, Inc. (CO 14-268), Miller Architectural Corporation (CO 14-267), and SVA Architects, Inc. (CO 14-276) for architectural services; IDS Group, Inc. (CO 14-269) and Dahl, Taylor and Associates (CO 14-162) for electrical engineering services; IDS Group, Inc. (CO 14-270) and Brandow and Johnston, Inc. (CO 14-271) for structural engineering services, hereinafter the "Consultants", all on an as needed basis for FY 2015-2016 for various projects citywide, to be funded from various City and Fire accounts, contingent upon the approved budget for FY 2015-2016.

## BACKGROUND/ANALYSIS

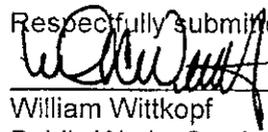
City and Fire staff require architectural, electrical engineering and structural engineering services for a variety of projects throughout the year. These services include the preparation of plans and specifications for public works projects, the annual structural analysis of sports lighting poles, writing specifications for maintenance contracts, construction support services and assistance with specifications for unforeseen or emergency repairs throughout City and Fire District facilities.

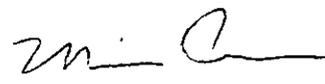
Following a formal Request for Proposals conducted in the fall of 2014 the City Council awarded contracts to the Consultants on November 19, 2014. The professional services agreements

RENEWAL OF PROFESSIONAL SERVICE AGREEMENTS FOR ARCHITECTURAL SERVICES, ELECTRICAL  
ENGINEERING SERVICES AND STRUCTURAL ENGINEERING SERVICES WITH VARIOUS CONSULTANTS ON AN  
AS NEEDED BASIS CONTINGENT UPON THE APPROVED BUDGET FOR FY 15/16  
JUNE 17, 2015  
PAGE TWO

entered into were for a term of one year, renewable in one year increments for an additional four years upon mutual agreement of both parties. The Consultants have each agreed to continue providing services for FY 2015-2016 with no rate increase and staff recommends the City Council and Fire Board approve the extension of the term of the contracts to June 30, 2016.

Respectfully submitted,

  
\_\_\_\_\_  
William Wittkopf  
Public Works Services Director

  
\_\_\_\_\_  
Mike Costello  
Fire Chief

BW:TQ/pf

# STAFF REPORT

PUBLIC WORKS SERVICES DEPARTMENT



**Date:** June 17, 2015

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

**From:** William Wittkopf, Public Works Services Director

**By:** Ernest Ruiz, Streets, Storm Drains, and Fleet Superintendent  
Ruth Cain, CPPB, Purchasing Manager

**Subject:** CONSIDERATION TO APPROVE THE USE OF A HOUSTON-GALVESTON AREA COUNCIL BUY COOPERATIVE CONTRACT #EM06-13, AWARD TO RDO EQUIPMENT COMPANY OF RIVERSIDE, CALIFORNIA, AS A PIGGYBACK SOLUTION FOR THE PURCHASE OF ONE (1) JOHN DEERE BACKHOE LOADER IN THE AMOUNT OF \$173,079.08 IN ACCORDANCE WITH REQUEST FOR BIDS ("RFB") #14/15-014 (REPLACING UNIT #1647) FROM ACCOUNT NO. 1712001-5603 (EQUIPMENT/VEHICLE REPLACEMENT) IN THE AMOUNT OF \$165,000 AND AUTHORIZE AN ADDITIONAL APPROPRIATION INTO OBJECT 5603 IN THE AMOUNT OF \$8,079.08 FROM THE 712 FUND BALANCE

## RECOMMENDATION

Consideration to approve the use of a Houston-Galveston Area Council Buy ("HGACBuy") Cooperative Contract #EM06-13, awarded to RDO Equipment Company of Riverside, California, as a piggyback solution for the purchase of one (1) John Deere Backhoe Loader in the amount of \$173,079.08 in accordance with Request for Bids ("RFB") #14/15-014 (replacing Unit #1647) from account number 1712001-5603 (Equipment/Vehicle Replacement) in the amount of \$165,000 and authorize an additional appropriation into object 5603 in the amount of \$8,079.08 from the 712 fund balance.

## BACKGROUND/ANALYSIS

City Council approved the purchase of one (1) Backhoe Loader in the adopted FY 2014/15 budget as part of the Equipment/Vehicle Replacement fund. The backhoe loader is used on a regular basis to remove and load concrete sidewalks/miscellaneous concrete materials from concrete repair projects and a variety of public works related projects daily. The unit is also used to load materials into flatbed and/or dump trucks for public works projects and during storm procedures to clear debris in the public right-of-way.

The existing backhoe loader is now fifteen (15) years old and has reached the end of its service life. In addition, the backhoe loader does not meet current California Environmental Protection Agency/Air Resources Board (CARB) standards. In 2007, CARB adopted a regulation to reduce diesel particulate matter (PM) and oxides of nitrogen (NOx) emissions from in-use (existing) off-road heavy-duty diesel vehicles in California. There are currently twenty-four (24) off-road diesel vehicles in our fleet that currently meet the requirements of the regulation through January 2019.

APPROVE THE PIGGYBACK PURCHASE OF ONE (1) JOHN DEERE BACKHOE LOADER FROM  
RDO EQUIPMENT COMPANY  
JUNE 17, 2015  
PAGE 2

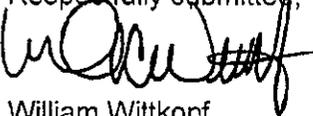
However, as of January 2019, we must have twenty-five percent (by horsepower) of our fleet powered by engines with a Tier 2 or higher engine. Consequently, Public Works Services is recommending a gradual annual replacement of vehicles no longer meeting the minimum requirements set forth by CARB.

The Public Works Services Department provided specifications to the Purchasing Department for the purchase of this backhoe loader. Purchasing identified a piggyback solution through the use of the HGACBuy Cooperative Contract #EM06-13, an "invite only" RFB #14/15-014 was prepared and posted to the City's bid system to obtain pricing specifically associated with the HGACBuy Cooperative Contract #EM06-13.

After analysis of the bid response by the Streets, Storm Drains, and Fleet Superintendent, Fleet Supervisor, and Purchasing Division, it has been determined to be in the City's best interest to recommend an award to RDO Equipment Company, of Riverside, California, utilizing the HGACBuy Cooperative Contract #EM06-13, for one (1) John Deere backhoe loader meeting the specifications required by the Public Works Services Department.

All applicable bid documentation is on file in the Purchasing Department and can be downloaded from the City's Bid system.

Respectfully submitted,



William Wittkopf  
Public Works Services Director

WW/ER:rc



# STAFF REPORT

PUBLIC WORKS SERVICES DEPARTMENT

**Date:** June 17, 2015

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

**From:** William Wittkopf, Public Works Services Director

**By:** Ty Quaintance, Facilities Superintendent  
Paul Fisher, Management Analyst I

**Subject:** CONSIDERATION OF APPROVAL OF AMENDMENTS 001 RENEWING THE PROFESSIONAL SERVICES AGREEMENTS WITH DAHL, TAYLOR AND ASSOCIATES (CO 14-127), HENRIKSON OWEN (CO 14-128), DESIGN WEST ENGINEERING (CO 14-129), AND BUDLONG AND ASSOCIATES, INC. (CO 14-130) AND AMENDMENT 002 RENEWING THE PROFESSIONAL SERVICES AGREEMENT WITH JC CHANG AND ASSOCIATES, INC. (CO 14-126), TO PROVIDE MECHANICAL ENGINEERING SERVICES ON AN AS NEEDED BASIS WITH NO RATE INCREASES IN FY 2015-2016 FOR VARIOUS PROJECTS CITYWIDE, TO BE FUNDED FROM VARIOUS CITY ACCOUNTS, CONTINGENT UPON THE APPROVED BUDGET FOR FY 2015-2016

## RECOMMENDATION

Staff recommends the City Council approve Amendments 001 renewing the professional services agreements with Dahl, Taylor and Associates (CO 14-127), Henrikson Owen (CO 14-128), Design West Engineering (CO 14-129), and Budlong and Associates, Inc. (CO 14-130) and Amendment 002 renewing the professional services agreement with JC Chang and Associates, Inc. (CO 14-126), hereinafter the "Consultants", to provide mechanical engineering services on an as needed basis with no rate increases in FY 2015-2016 for various projects citywide, to be funded from various City accounts, contingent upon the approved budget for FY 2015-2016.

## BACKGROUND/ANALYSIS

City staff requires mechanical engineering services for a variety of projects throughout the year. These services include the preparation of plans and specifications for public works projects, writing specifications for maintenance contracts, construction support services and assistance with specifications for unforeseen or emergency repairs throughout the City facilities.

Following a formal Request for Qualifications conducted in the spring of 2014, the City Council awarded contracts to the Consultants on May 21, 2014. The professional services agreements entered into by the Consultants were for a term of one year renewable in one year increments for an additional four years upon mutual agreement of both parties. The Consultants have each agreed to continue providing services for FY 2015-2016 with no rate increase and staff recommends the City Council approve the extension of the term of the contracts to June 30, 2016.

Respectfully submitted,

William Wittkopf  
Public Works Services Director

BW:TQ/pf

# STAFF REPORT

ENGINEERING SERVICES DEPARTMENT



**Date:** June 17, 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*

**Subject:** CONSIDERATION OF APPROVAL TO AUTHORIZE THE ADVERTISING OF THE "NOTICE INVITING BIDS" FOR THE 4<sup>TH</sup> STREET FROM ARCHIBALD AVENUE TO HAVEN AVENUE, 7<sup>TH</sup> STREET FROM HELLMAN AVENUE TO ARCHIBALD AVENUE AND ARCHIBALD AVENUE FROM 4<sup>TH</sup> STREET TO FOOTHILL BOULEVARD PAVEMENT REHABILITATION PROJECTS TO BE FUNDED FROM GAS TAX RT7360 AND MEASURE I FUNDS

## RECOMMENDATION

It is recommended that the City Council approve the project specifications for the pavement rehabilitations of 4<sup>th</sup> Street from Archibald Avenue to Haven Avenue, 7<sup>th</sup> Street from Archibald Avenue to Hellman Avenue and Archibald Avenue from 4<sup>th</sup> Street to Foothill Boulevard, and approve the attached resolution authorizing the City Clerk to advertise the "Notice Inviting Bids".

## BACKGROUND/ANALYSIS

The scope of work consists of, but not limited to cold milling, crack sealing, Asphalt Rubber Hot Mix overlay, adjusting existing manholes and valves to new grade, traffic loops replacement or installation of traffic signal video detection and striping. The project will be funded from Gas Tax RT7360 and Measure I Funds. Staff has determined that the project is categorically exempt per Article 19, Section 15301(c) of the CEQA guidelines.

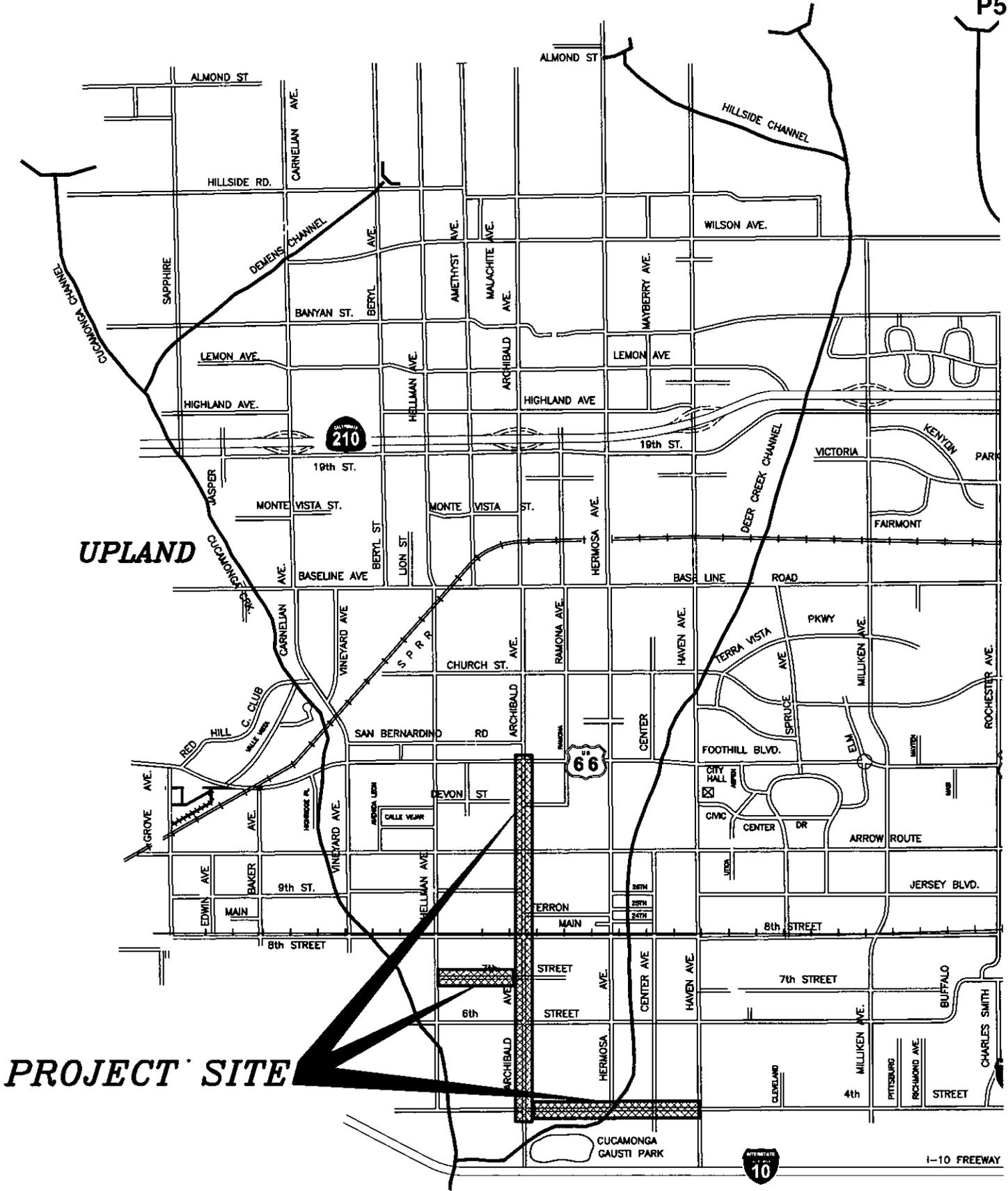
The Engineer's estimate is \$1,461,192.00. Legal advertising is scheduled for June 23, 2015 and June 30, 2015, with bid opening at 2:00 p.m. on Tuesday, July 7, 2015, unless extended by addendum.

Respectfully submitted,

Mark A. Steuer  
Director of Engineering Services/City Engineer

MAS/RMD:ls

Attachment



**PROJECT SITE**

### CITY OF RANCHO CUCAMONGA

4th St. (Archibald Ave. to Haven Ave.),  
 7th St. (Hellman Ave. to Archibald Ave.) and  
 Archibald Ave. (4th St to Foothill Blvd)  
 Pavement Rehabilitation



## RESOLUTION NO. 15-086

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA APPROVING PLANS AND SPECIFICATIONS FOR THE "4<sup>TH</sup> STREET FROM ARCHIBALD AVENUE TO HAVEN AVENUE, 7<sup>TH</sup> STREET FROM ARCHIBALD AVENUE TO HELLMAN AVENUE AND ARCHIBALD AVENUE FROM 4<sup>TH</sup> STREET TO FOOTHILL BOULEVARD PAVEMENT REHABILITATION PROJECTS" IN SAID CITY AND AUTHORIZING AND DIRECTING THE CITY CLERK TO ADVERTISE TO RECEIVE BIDS**

**WHEREAS**, it is the intention of the City of Rancho Cucamonga to construct certain improvements in the City of Rancho Cucamonga.

**WHEREAS**, the City of Rancho Cucamonga has prepared plans and specifications for the construction of certain improvements.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, HEREBY RESOLVES**, that the plans and specifications presented by the City of Rancho Cucamonga be and are hereby approved as the plans and specifications for the "**4<sup>TH</sup> STREET FROM ARCHIBALD AVENUE TO HAVEN AVENUE, 7<sup>TH</sup> STREET FROM ARCHIBALD AVENUE TO HELLMAN AVENUE AND ARCHIBALD AVENUE FROM 4<sup>TH</sup> STREET TO FOOTHILL BOULEVARD PAVEMENT REHABILITATION PROJECTS**".

**BE IT FURTHER RESOLVED** that the City Clerk is hereby authorized and directed to advertise as required by law for the receipt of sealed bids or proposals for doing the work specified in the aforesaid plans and specifications, which said advertisement shall be substantially in the following words and figures, to wit:

**"NOTICE INVITING SEALED BIDS OR PROPOSALS"**

Pursuant to a Resolution of the Council of the City of Rancho Cucamonga, San Bernardino County, California, directing this notice, NOTICE IS HEREBY GIVEN that said City of Rancho Cucamonga will receive at the Office of the City Clerk in the offices of the City of Rancho Cucamonga, on or before the hour of 2:00 p.m. on Tuesday, July 7, 2015, sealed bids or proposals for the "**4<sup>TH</sup> STREET FROM ARCHIBALD AVENUE TO HAVEN AVENUE, 7<sup>TH</sup> STREET FROM ARCHIBALD AVENUE TO HELLMAN AVENUE AND ARCHIBALD AVENUE FROM 4<sup>TH</sup> STREET TO FOOTHILL BOULEVARD PAVEMENT REHABILITATION PROJECTS**" in said City.

Bids will be publicly opened and read in the office of the City Clerk, 10500 Civic Center Drive, Rancho Cucamonga, California 91730.

Bids must be made on a form provided for the purpose, addressed to the City of Rancho Cucamonga, California, marked, "**Bid for Construction of the 4<sup>TH</sup> STREET FROM ARCHIBALD AVENUE TO HAVEN AVENUE, 7<sup>TH</sup> STREET FROM ARCHIBALD AVENUE TO HELLMAN AVENUE AND ARCHIBALD AVENUE FROM 4<sup>TH</sup> STREET TO FOOTHILL BOULEVARD PAVEMENT REHABILITATION PROJECTS**".

**PREVAILING WAGE:** Notice is hereby given that in accordance with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, Articles 1 and 2, the Contractor is required to pay not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In that regard, the Director of the Department of Industrial Relations of the State of California is required to and has determined such general prevailing rates of per diem wages. Copies of such prevailing rates of per diem wages are on file in the office of the City Clerk, City of Rancho Cucamonga, 10500 Civic Center Drive, Rancho Cucamonga, California, and are available to any interested party on request. They can also be found at [www.dir.ca.gov/](http://www.dir.ca.gov/) under the "Statistics and Research" Tab. The Contracting Agency also shall cause a copy of such determinations to be posted at the job site.

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)).

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

For all new projects awarded on or after April 1, 2015, the contractors and subcontractors must furnish electronic certified payroll records to the Labor Commissioner.

The requirement to furnish electronic certified payroll records to the Labor Commissioner will apply to all public works projects, whether new or ongoing, beginning January 1, 2016.

Pursuant to provisions of Labor Code Section 1775, the Contractor shall forfeit, as penalty to the City of Rancho Cucamonga, not more than two hundred dollars (\$200.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman or mechanic is paid less than the general prevailing rate of wages herein before stipulated for any work done under the attached contract, by him or by any subcontractor under him, in violation of the provisions of said Labor Code.

Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him.

Section 1777.5, as amended, requires the Contractor or subcontractor employing tradesmen in any apprenticeship occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases shall not be less than one to five except:

- A. When unemployment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days prior to the request of certificate, or

- B. When the number of apprentices in training in the area exceeds a ratio of one to five, or
- C. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis statewide or locally, or
- D. When the Contractor provides evidence that he employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticable trade on such contracts and if other Contractors on the public works site are making such contributions.

The Contractor and subcontractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

Eight (8) hours of labor shall constitute a legal day's work for all workmen employed in the execution of this contract and the Contractor and any subcontractor under him shall comply with and be governed by the laws of the State of California having to do with working hours as set forth in Division 2, Part 7, Chapter 1, Article 3 of the Labor Code of the State of California as amended.

The Contractor or Subcontractor shall forfeit, as a penalty to the City of Rancho Cucamonga, twenty-five dollars (\$25.00) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article.

Contractor agrees to pay travel and subsistence pay to each workman needed to execute the work required by this contract as such travel and subsistence payments are defined in the applicable collective bargaining agreement filed in accordance with Labor Code Section 1773.1.

The bidder must submit with his proposal, cash, cashier's check, certified check, or bidder's bond, payable to the City of Rancho Cucamonga for an amount equal to at least 10% of the amount of said bid as a guarantee that the bidder will enter into the proposed contract if the same is awarded to him, and in event of failure to enter into such contract said cash, cashiers' check, certified check, or bond shall become the property of the City of Rancho Cucamonga.

If the City of Rancho Cucamonga awards the contract to the next lowest bidder, the amount of the lowest bidder's security shall be applied by the City of Rancho Cucamonga to the difference between the low bid and the second lowest bid, and the surplus, if any shall be returned to the lowest bidder.

The amount of the bond to be given to secure a faithful performance of the contract for said work shall be 100% of the contract price thereof, and an additional bond in an amount equal to 100%

of the contract price for said work shall be given to secure the payment of claims for any materials or supplies furnished for the performance of the work contracted to be done by the Contractor, or any work or labor of any kind done thereon, and the Contractor will also be required to furnish a certificate that he carries compensation insurance covering his employees upon work to be done under contract which may be entered into between him and the said City of Rancho Cucamonga for the construction of said work.

Contractor shall possess any and all contractor licenses, in form and class as required by any and all applicable laws with respect to any and all of the work to be performed under this contract; including, but not limited to, a Class "A" License (General Engineering Contractor) or Class "C-12" License in accordance with the provisions of the Contractor's License Law (California Business and Professions Code, Section 7000 et. seq.) and rules and regulation adopted pursuant thereto.

The Contractor, pursuant to the "California Business and Professions Code," Section 7028.15, shall indicate his or her State License Number on the bid, together with the expiration date, and be signed by the Contractor declaring, under penalty of perjury, that the information being provided is true and correct.

The work is to be done in accordance with the profiles, plans, and specifications of the City of Rancho Cucamonga on file in the Office of the City Clerk at 10500 Civic Center Drive, Rancho Cucamonga, California.

In an effort to go green and paperless, digital copies of the plans, specifications, and bid proposal, including any future addenda or revisions to the bid documents, are available by going to [www.ciplist.com](http://www.ciplist.com) and signing up, by going to Member Login or Member Signup (it's free), then choose California, then scroll down to San Bernardino County and click on Browse Cities, then scroll down to Rancho Cucamonga and click on City Projects, then click on the Project of interest under the Title and follow directions for download. Note, copies of the plans, specifications, bid proposal, addendums and revisions will not be provided, digital copies must be downloaded from the above website then printed. Prospective bidders must register for an account on [www.ciplist.com](http://www.ciplist.com) to be included on the prospective bidder's list(s) and to receive email updates of any addenda or revisions to the bid documents. Be advised that the information contained on this site may change over time and without notice to prospective bidders or registered users. While effort is made to keep information current and accurate and to notify registered prospective bidders of any changes to the bid documents, it is the responsibility of each prospective bidder to register with [www.ciplist.com](http://www.ciplist.com) and to check this website on a DAILY basis through the close of bids for any applicable addenda or updates.

**No proposal will be considered from a Contractor to whom a proposal form has not been issued by the City of Rancho Cucamonga to registered prospective bidders from [www.ciplist.com](http://www.ciplist.com).**

The successful bidder will be required to enter into a contract satisfactory to the City of Rancho Cucamonga.

In accordance with the requirements of Section 9-3.2 of the General Provisions, as set forth in the Plans and Specifications regarding the work contracted to be done by the Contractor, the Contractor may, upon the Contractor's request and at the Contractor's sole cost and expense, substitute authorized securities in lieu of monies withheld (performance retention).

The City of Rancho Cucamonga, reserves the right to reject any or all bids.

Questions regarding this Notice Inviting Bids for the "**4<sup>TH</sup> STREET FROM ARCHIBALD AVENUE TO HAVEN AVENUE, 7<sup>TH</sup> STREET FROM ARCHIBALD AVENUE TO HELLMAN AVENUE AND ARCHIBALD AVENUE FROM 4<sup>TH</sup> STREET TO FOOTHILL BOULEVARD PAVEMENT REHABILITATION PROJECTS**" may be directed to:

ROMEO M. DAVID, ASSOCIATE ENGINEER & PROJECT MANAGER  
10500 Civic Center Drive, Rancho Cucamonga, CA 91730  
(909) 477-2740, ext. 4070

ADVERTISE ON: June 23, 2015 and June 30, 2015

# STAFF REPORT

ENGINEERING SERVICES DEPARTMENT



**Date:** June 17, 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:** Jerry A. Dyer, Principal Civil Engineer *JAD*

**Subject:** CONSIDERATION TO APPROVE AMENDMENT NO. 002 RENEWING THE PROFESSIONAL SERVICES AGREEMENTS WITH NO FEE INCREASE FOR AUFBAU CORPORATION (CO 13-141), ONWARD ENGINEERING (CO 13-143) AND DAN GUERRA & ASSOCIATES (CO 13-142) FOR PROVIDING ANNUAL PUBLIC WORKS INSPECTION/CONSTRUCTION SUPPORT AND ENGINEERING SUPPORT ANNUAL SERVICES FOR FY 2015/2016, FOR PROPOSED CAPITAL IMPROVEMENT PROJECTS THROUGHOUT THE CITY, TO BE FUNDED FROM VARIOUS INDIVIDUAL PROJECT ACCOUNTS AS APPROVED IN THE FY 2015/2016 BUDGET

## RECOMMENDATION

It is recommended that the City Council approve Amendment No. 002 renewing the Professional Services Agreements with Aufbau Corporation (13-141), Onward Engineering (13-143), and Dan Guerra & Associates (13-142), the "Consultants", for providing annual Public Works Inspection/Construction Support and Engineering Support annual services for FY 2015/2016, for proposed capital improvement projects throughout the City, to be funded from various individual project accounts as approved in the FY 2015/2016 Budget, and authorize the Director of Engineering Services/City Engineer to sign the amendment.

## BACKGROUND/ANALYSIS

The Consultants have provided inspection/construction support and engineering support services for the City the past fiscal year and some for many years prior; however, the firm of Dan Guerra & Associates does not provide inspection services. The Consultants are currently operating under agreements approved by City Council in FY 2013/2014, with an option to renew annually up to an additional two years after mutual agreement of both parties, with this being the second renewal year. The Consultants have indicated their willingness to continue providing services for fiscal year 2015/2016 with no fee increase.

Due to the workload for inspection services, it is necessary to utilize contract consulting services for Capital Improvement projects. In addition, engineering support services such as plan checking, submittal review, structural calculations, etc. is needed from time to time depending on the complexity of the project. For either service, an estimate will be made and a requisition will be processed for the services using the account number(s) for the individual project. The total cost for inspection or construction support service for each individual project will not exceed the budgeted amount, unless authorized by the City Council.

CITY COUNCIL STAFF REPORT

PAGE 2

RE: APPROVE RENEWAL OF PROFESSIONAL SERVICES AGREEMENTS TO PROVIDE ANNUAL PUBLIC WORKS INSPECTION/CONSTRUCTION SUPPORT AND ENGINEERING SUPPORT SERVICES FOR FY 2015/2016

JUNE 17, 2015

---

In addition, the Professional Services Agreement has a provision for consultant plan check services for Development Projects if the need arises.

For any of the services required in the Professional Services Agreement, because the consulting firms have other clients other than the City and may not be available from time to time, having multiple firms under contract allows the City flexibility in awarding services.

Respectfully submitted,



Mark A. Steuer  
Director of Engineering Services/City Engineer

MAS/JAD:ls



# STAFF REPORT

ENGINEERING SERVICES DEPARTMENT

**Date:** June 17, 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:** Jerry A. Dyer, Principal Civil Engineer 

**Subject:** CONSIDERATION TO APPROVE AMENDMENT NO. 002 RENEWING THE PROFESSIONAL SERVICES AGREEMENTS WITH NO FEE INCREASE FOR DAWSON SURVEYING, INC. (CO 13-137), LEH & ASSOCIATES (CO 13-138), WESTLAND GROUP, INC. (CO 13-139) AND MADOLE & ASSOCIATES (CO 13-140) FOR PROVIDING ANNUAL SURVEY SERVICES FOR FY 2015/2016, FOR PROPOSED CAPITAL IMPROVEMENT PROJECTS THROUGHOUT THE CITY, TO BE FUNDED FROM VARIOUS INDIVIDUAL PROJECT ACCOUNTS AS APPROVED IN THE FY 2015/2016 BUDGET

## RECOMMENDATION

It is recommended that the City Council approve Amendment No. 002 renewing the Professional Services Agreements with Dawson Surveying, Inc. (CO 13-137), LEH & Associates (13-138), WestLand Group, Inc. (CO 13-139), and Madole & Associates (CO 13-140), the "Consultants", for providing annual survey services for FY 2015/2016, for proposed capital improvement projects throughout the City, to be funded from various individual project accounts as approved in the FY 2015/2016 Budget, and authorize the Director of Engineering Services/City Engineer to sign the amendment

## BACKGROUND/ANALYSIS

The Consultants have provided survey services for the City the past fiscal year and some for many years prior. The Consultants are currently operating under agreements that were approved by City Council in FY 2013/2014, with an option to renew annually up to an additional two years after mutual agreement of both parties, with this being the second renewal year. The Consultants have indicated their willingness to continue providing services for fiscal year 2015/2016 with no fee increase.

Individual capital improvement projects requiring survey services will be awarded on a rotating basis between the consulting firms and upon consultant availability. However, because the consulting firms have other clients other than the City and may not be available from time to time, having multiple firms under contract allows the City flexibility in awarding services.

Design Survey services shall be based on a fixed fee total with a cost breakdown for each survey requested and Construction Survey services will be on a time and materials basis in accordance with the "Schedule of Fees" and type of project. Because each individual project survey requirement and cost will vary dependent on the work required, a proposal will be requested from the consulting firm with either a fixed fee total or estimated cost. At that time a requisition will be processed for the

CITY COUNCIL STAFF REPORT

PAGE 2

RE: APPROVE RENEWAL OF PROFESSIONAL SERVICES AGREEMENTS TO PROVIDE ANNUAL  
SURVEY SERVICES FOR FY 2015/2016

JUNE 17, 2015

---

services using the account number(s) for the individual project. The total cost for survey service for each individual project will not exceed the budgeted amount, unless authorized by the City Council.

Respectfully submitted,



Mark A. Steuer  
Director of Engineering Services/City Engineer

MAS/JAD:ls



# STAFF REPORT

ENGINEERING SERVICES DEPARTMENT

**Date:** June 17, 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:** Jerry A. Dyer, Principal Civil Engineer 

**Subject:** CONSIDERATION TO APPROVE AMENDMENT NO. 002 RENEWING THE PROFESSIONAL SERVICES AGREEMENTS WITH A FEE INCREASE FOR NINYO & MOORE (CO 13-132), LEIGHTON CONSULTING, INC. (CO 13-134) AND CONVERSE CONSULTANTS (CO 13-135) FOR PROVIDING ANNUAL SOILS AND MATERIALS TESTING SERVICES FOR FY 2015/2016, FOR PROPOSED CAPITAL IMPROVEMENT PROJECTS THROUGHOUT THE CITY, TO BE FUNDED FROM VARIOUS INDIVIDUAL PROJECT ACCOUNTS AS APPROVED IN THE FY 2015/2016 BUDGET

## RECOMMENDATION

It is recommended that the City Council approve Amendment No. 002 renewing the Professional Services Agreements with a fee increase for Ninyo & Moore (CO 13-132), Leighton Consulting, Inc. (CO 13-134) and Converse Consultants (CO 13-135), the "Consultants" for providing annual soils and materials testing services for FY 2015/2016, for proposed capital improvement projects throughout the City, to be funded from various individual project accounts as approved in the FY 2015/2016 Budget, and authorize the Director of Engineering Services/City Engineer to sign the amendment.

## BACKGROUND/ANALYSIS

The Consultants have provided soils and materials testing services for the City the past fiscal year and some for many years prior. The Consultants are currently operating under agreements that were approved by City Council in FY 2013/2014, with an option to renew annually up to an additional two years after mutual agreement of both parties, with this being the second renewal year. The Consultants have indicated their willingness to continue providing services for fiscal year 2015/2016 with a fee increase of \$2.00 per hour for the personnel, field technicians and inspectors, subject to the State of California Prevailing Wage Requirements.

Individual capital improvement projects requiring soils and materials testing services will be awarded on a rotating basis between the consulting firms and upon consultant availability. However, because the consulting firms have other clients other than the City and may not be available from time to time, having multiple firms under contract allows the City flexibility in awarding services.

Services will be on a time and materials basis in accordance with the schedule of fees and type of project. Because each individual project testing requirement and cost will vary dependent on the work required, a proposal will be requested from the consultant along with an estimated cost. At that time a requisition will be processed for the services using the account number(s) for the individual

CITY COUNCIL STAFF REPORT

PAGE 2

RE: APPROVE RENEWAL OF PROFESSIONAL SERVICES AGREEMENTS TO PROVIDE ANNUAL SOILS  
& MATERIALS TESTING SERVICES FOR FY 2015/2016

JUNE 17, 2015

---

project. The total cost for soils and material testing services for each individual project will not exceed the budgeted amount, unless authorized by the City Council.

Respectfully submitted,



Mark A. Steuer  
Director of Engineering Services/City Engineer

MAS/JAD.ls

# STAFF REPORT

ENGINEERING SERVICES DEPARTMENT



**Date:** June 17, 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:** Curt Billings, Associate Engineer *CB*  
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 \$60,346.00, TO THE LOWEST RESPONSIVE BIDDER, VIDO SAMARZICH INC., AND AUTHORIZE THE EXPENDITURE OF A 10% CONTINGENCY IN THE AMOUNT OF \$6,034.60, FOR THE FY 2014/2015 SIDEWALK IMPROVEMENTS FOR BUS STOPS AT VARIOUS LOCATIONS TO BE FUNDED FROM GAS TAX R&T 7360 AND PEDESTRIAN GRANT, ARTICLE 3 FUNDS, ACCOUNT NOS. 1174303-5650/1823174-0 AND 1214303-5650/1823214-0

## 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 \$60,346.00, to the lowest responsive bidder, Vido Samarzich Inc., and authorize the expenditure of a 10% contingency in the amount of \$6,034.60, for the FY 2014/2015 Sidewalk Improvements for Bus Stops at Various Locations to be funded from Gas Tax R&T 7360 and Pedestrian Grant, Article 3 Funds, Account Nos. 1174303-5650/1823174-0 and 1214303-5650/1823214-0.

## BACKGROUND/ANALYSIS

Per previous Council action, bids were solicited, received and opened on May 26, 2015, for the subject project. The Engineer's estimate for the base bid was \$68,250.00. Staff has reviewed all bids received and found all to be complete and in accordance with the bid requirements with any irregularities to be inconsequential. 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 the installation of ADA access improvements to twenty existing public transportation stops currently used by over 270 riders each day. The contract documents call for twenty-five (25) working days to complete this construction.

Respectfully submitted,

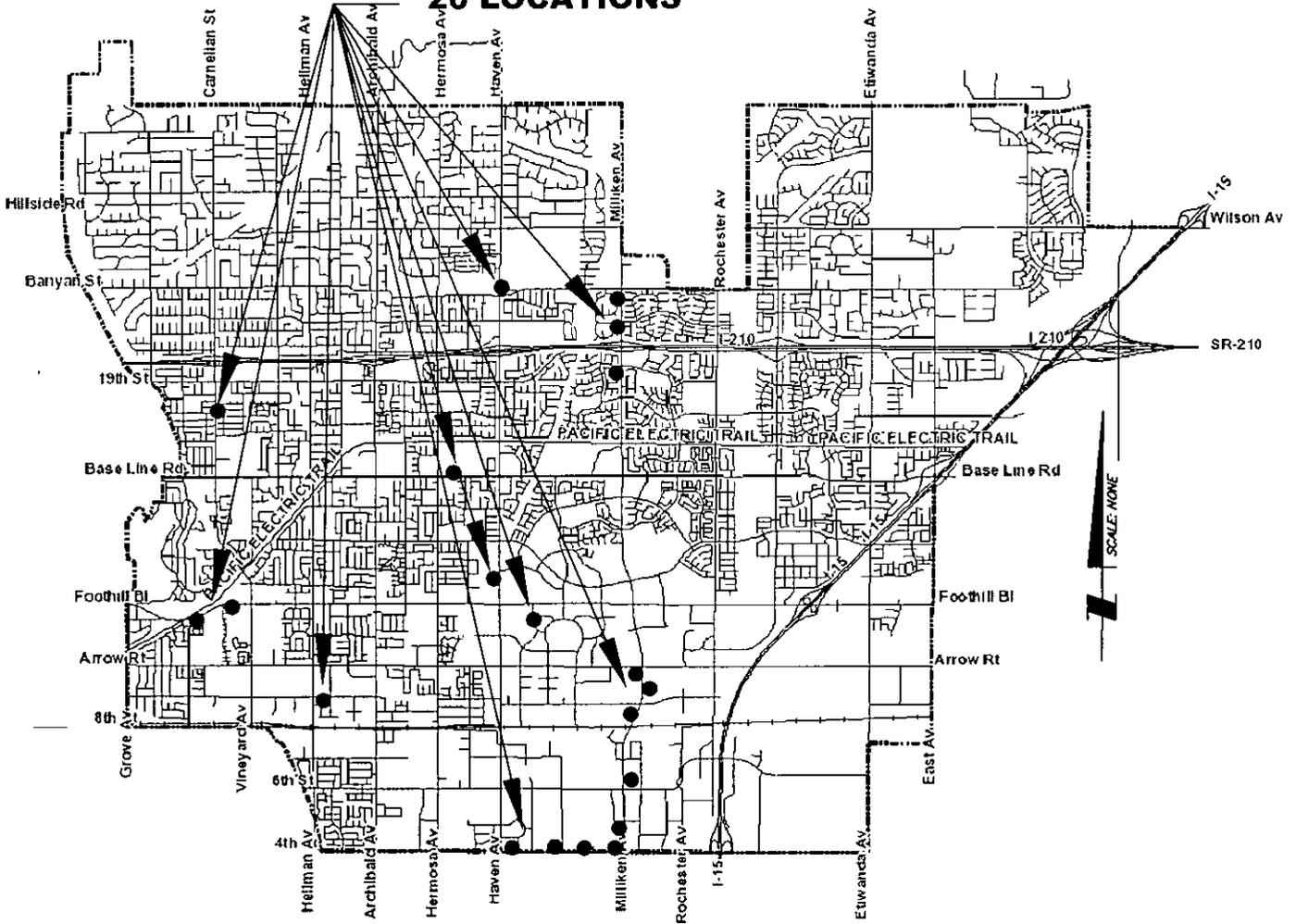
Mark A. Steuer  
Director of Engineering Services/City Engineer

MAS/CB/SH:ls  
Attachments

# VICINITY MAP

## FY 2014/2015 SIDEWALK IMPROVEMENTS FOR BUS STOPS AT VARIOUS LOCATIONS

### 20 LOCATIONS





# STAFF REPORT

ENGINEERING DEPARTMENT

**Date:** June 17, 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:** Trina Valdez, Management Analyst I

**Subject:** CONSIDERATION TO APPROVE TO RENEW PROFESSIONAL SERVICES AGREEMENT (CO#12-078) WITH APPLIED METERING TECHNOLOGIES, INC. FOR INSTALLATION, CONFIGURATION AND METER READING SERVICES WITHIN THE RANCHO CUCAMONGA MUNICIPAL UTILITY SERVICE AREA FOR FY 2015/16 TO BE FUNDED FROM 17053035309 MUNICIPAL UTILITY FUND AND TO EXTEND TERM OF SAID CONTRACT FOR FOUR YEARS WITH THE OPTION TO RENEW IN TWO YEAR INCREMENTS

## RECOMMENDATION

It is recommended that the City Council approve Amendment No. 003 and authorize the renewal of Professional Services Agreement (CO#12-078) with Applied Metering Technologies, Inc. in the amount of \$132,000.00 for installation, configuration and meter reading services within the Rancho Cucamonga Municipal Utility service area for FY 2015/16 to be funded from 17053035309 Municipal Utility Fund and to extend the term of said contract upon mutual consent between the City and contractor for additional two (2) year periods up to a total of four (4) years.

## BACKGROUND/ANALYSIS

On August 31, 2001, the Rancho Cucamonga City Council authorized the creation and operation of a municipally owned utility for the purpose of providing various utility services to the Victoria Arbors Master Plan Area. The Arbors Substation was constructed and became operational supplying permanent load on February 13, 2004. The backbone infrastructure was installed and the City began serving Victoria Gardens as well as other developments within the Municipal Utility Service Area with permanent electric service.

With the ongoing need to provide retail customers with accurate metered electric service, staff found that Applied Metering Technologies, Inc. is the only provider in the area qualified in all aspects of electric meter services. They are certified and used by each of the three Investor Owned Utilities and other publicly owned electric utilities. Applied Metering Technologies, Inc. updated their pricing for FY 2015/16 reflecting an approximate 6.4% increase in hourly rates. The rates will be extended over the four year period with no additional rate increases. Staff found the rates to be reasonable.

Respectfully submitted,

Mark A. Steuer  
Director of Engineering Services/City Engineer

MAS:TV



# STAFF REPORT

ENGINEERING DEPARTMENT

**Date:** June 17, 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:** Trina Valdez, Management Analyst I

**Subject:** CONSIDERATION TO APPROVE TO RENEW PROFESSIONAL SERVICES AGREEMENT (CO#12-077) WITH BUTSKO UTILITY DESIGN, INC. FOR TECHNICAL ELECTRICAL ENGINEERING SUPPORT WITHIN THE RANCHO CUCAMONGA MUNICIPAL UTILITY SERVICE AREA FOR FY 2015/16; TO EXTEND THE TERM OF SAID CONTRACT FOR FOUR YEARS WITH THE OPTION TO RENEW IN TWO YEAR INCREMENTS, AND INCREASE CONTRACT TO NOT EXCEED \$175,000.00 TO BE FUNDED FROM 17053035309 MUNICIPAL UTILITY FUND

## RECOMMENDATION

It is recommended that the City Council approve Amendment No. 004 and authorize the renewal of Professional Services Agreement (CO#12-077) with Butsko Utility Design, Inc. for technical electrical engineering support within the Rancho Cucamonga Municipal Utility service area for FY 2014/15, extend the term of said contract upon mutual consent between the City and contractor for a total of four years with the option to renew in two year increments and to increase the contract amount to not exceed \$175,000.00 to be funded 17053035309 Municipal Utility Fund.

## BACKGROUND/ANALYSIS

Butsko Utility Design, Inc. has been providing electrical engineering and design support since 2001 during the beginning planning stages of the Rancho Cucamonga Municipal Utility. As the designer of the distribution system, Butsko Utility Design, Inc. is uniquely qualified to provide inspection, design and project management services for these vitally important and time-sensitive projects. They have a broad range of experience from each of California's major energy utilities to small publicly owned electric utilities.

Additional work has been required to accommodate new development and line extension opportunities. There has also been an increase of complex projects, solar installations and tenant improvements that have required additional electrical engineering and design support. There will be no rate increase through June 30, 2017 and then an approximate 3% increase for the remaining two years of the contract (July 2017 – June 2019). Staff confirmed the rates are reasonable.

Respectfully submitted,

Mark A. Steuer  
Director of Engineering Services/City Engineer

MAS:TV

Attachment(s)



# STAFF REPORT

ENGINEERING DEPARTMENT

**Date:** June 17, 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:** Trina Valdez, Management Analyst I

**Subject:** CONSIDERATION TO APPROVE TO RENEW PROFESSIONAL SERVICES AGREEMENT (CO#12-075) WITH INTERNATIONAL LINE BUILDERS, INC. FOR OPERATION AND MAINTENANCE OF THE ARBORS SUBSTATION AND THE MUNICIPAL UTILITIES ELECTRICAL DISTRIBUTION SYSTEM WITHIN THE RANCHO CUCAMONGA MUNICIPAL UTILITY SERVICE AREA FOR FY 2015/16 TO BE FUNDED FROM 17053035309 AND 17053035603 MUNICIPAL UTILITY FUNDS AND TO EXTEND TERM OF SAID CONTRACT FOR FOUR YEARS WITH THE OPTION TO RENEW IN TWO YEAR INCREMENTS

## RECOMMENDATION

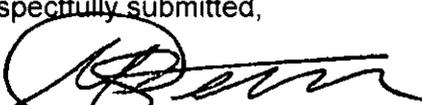
It is recommended that the City Council approve Amendment No. 006 and authorize the renewal of Professional Services Agreement (CO#12-075) with International Line Builders, Inc. (ILB) in the amount of \$165,000.00 for operation and maintenance of the Arbors Substation and the municipal utilities electrical distribution system within the Rancho Cucamonga Municipal Utility (RCMU) service area for FY 2015/16 to be funded from Account 17053035309 and 17053035603 Municipal Utility Funds and to extend the term of said contract upon mutual consent between the City and contractor for four years with the option to renew in two year increments.

## BACKGROUND/ANALYSIS

On August 31, 2001, the Rancho Cucamonga City Council authorized the creation and operation of a municipally owned utility for the purpose of providing various utility services to the Victoria Arbors Master Plan Area. The Arbors Substation was constructed by ILB and became operational supplying permanent load on February 13, 2004. The backbone infrastructure was also installed by ILB and the City began serving Victoria Gardens as well as other developments within the Municipal Utility Service Area with permanent electric service.

Staff identified that specialized operation and maintenance services would be required to continue providing dependable service to the RCMU service area. ILB is a full service electrical distribution and transmission power line construction company with 30 years of experience in energy-related facility installation, repair and maintenance services nationwide. A benefit of continuing a contract with ILB is their staff is local and already familiar with the electric infrastructure in Rancho Cucamonga. Given the complexity of the infrastructure, the City would be ensuring it has the most knowledgeable staff working and will guarantee a timely and effective response to any disruption of operations and public safety. Staff research found the rates are reasonable.

Respectfully submitted,

  
Mark A. Steuer  
Director of Engineering Services/City Engineer

MAS: TV

Attachment



# STAFF REPORT

---

ENGINEERING DEPARTMENT

**Date:** June 17, 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:** Trina Valdez, Management Analyst I  
**Subject:** CONSIDERATION TO APPROVE AND AUTHORIZE AN INCREASE TO PROFESSIONAL SERVICES AGREEMENT (CO#14-008) TO NOT EXCEED \$125,000.00 FOR PACIFIC UTILITY INSTALLATION FOR FY 2015/16 TO BE FUNDED FROM 17053035309 AND 17053035603 MUNICIPAL UTILITY FUNDS

---

## RECOMMENDATION

It is recommended that the City Council approve and authorize an increase to Professional Services Agreement (CO#14-008) with Pacific Utility Installation to not exceed \$125,000.00 for Fiscal Year 2015/16 for operation and maintenance as well as emergency response support related to the electrical infrastructure (high voltage electrical support) throughout the Rancho Cucamonga Municipal Utility (RCMU) service area to be funded from 17053035309 and 17053035603 Municipal Utility Funds.

## BACKGROUND/ANALYSIS

In 2014, the City of Rancho Cucamonga and Pacific Utility Installation entered into a Professional Services Agreement (CO#14-008) to provide operation and maintenance as well as emergency response support related to the electrical infrastructure throughout the RCMU area. To ensure appropriate emergency response, staff is allocating funding from the Emergency On-Call Maintenance line item in the budget to be included in the purchase requisition.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "M. Steuer", is written over a circular stamp or seal.

Mark A. Steuer  
Director of Engineering Services/City Engineer

MAS:TV

Attachment(s)



# STAFF REPORT

ENGINEERING DEPARTMENT

**Date:** June 17, 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:** Trina Valdez, Management Analyst I

**Subject:** CONSIDERATION TO APPROVE TO RENEW PROFESSIONAL SERVICES AGREEMENT (CO#13-083) WITH RICHARD HEATH AND ASSOCIATES, INC. FOR ENERGY CONSERVATION AUDITS AND IMPLEMENT A CUSTOMER DIRECT INSTALLATION PROGRAM FOR RANCHO CUCAMONGA MUNICIPAL UTILITY CUSTOMERS FOR FY 2015/16 TO BE FUNDED FROM 17063035300 UTILITY PUBLIC BENEFIT FUND

## RECOMMENDATION

It is recommended that the City Council approve Amendment No. 002 and authorize the renewal of Professional Services Agreement (CO#13-083) with Richard Heath and Associates, Inc. (RHA) in the amount of \$100,000.00 for energy conservation audits and to implement a customer direct installation program for Rancho Cucamonga Municipal Utility (RCMU) customers for FY 2015/16 to be funded from Account 1706303-5300 Utility Public Benefit Fund.

## BACKGROUND/ANALYSIS

California Assembly Bill 2021 (AB 2021) (Levine, Chapter 734, Statutes of 2006) was signed into law in September 2006. Section 3 of the statute requires publicly-owned utilities (POUs) to identify all potential achievable cost-effective energy efficient savings and adopt annual targets for energy efficiency savings and demand reduction for the next 10-year period.

As part of RCMU's ongoing effort to continue to promote energy efficiency and meet the adopted goals of AB 2021, staff found the need to offer programs that would provide RCMU customers with the necessary tools to reduce energy and save money. RHA will provide the following services to RCMU customers:

### Energy Conservation Audits

RHA will use an energy survey tool to efficiently conduct a thorough audit of existing energy measures located at each RCMU customer's site. Using the tool, RHA will then customize an Energy Savings Report containing energy efficiency retrofit recommendations. The results will provide the customer with customized options that maximize RCMU incentives in the most cost effective way and provide the most efficient energy savings.

### Customer Direct Installation Program

To reduce RCMU customer's out-of-pocket costs and promote energy efficiency, RCMU will provide a monetary allowance to assist the customer in installing the recommended improvements. The customer can select the recommendations they would like to implement from the Energy Savings Report and RHA will provide the installation for each measure. Any cost over the RCMU allowance will be paid by the customer.

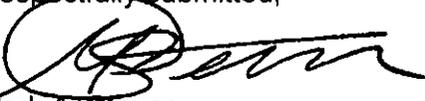
City Council Staff Report - Renew Professional Service Agreement – Richard Heath and Associates, Inc.

June 17, 2015

Page 2

---

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'M. Steuer', written over a circular stamp or seal.

Mark A. Steuer

Director of Engineering Services/City Engineer

MAS:TV

Attachment

# STAFF REPORT

ENGINEERING SERVICES DEPARTMENT



**Date:** June 17, 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:** Betty Miller, Associate Engineer  
**Subject:** CONSIDERATION TO ORDER THE ANNEXATION TO LANDSCAPE MAINTENANCE DISTRICT NO. 1 AND STREET LIGHT MAINTENANCE DISTRICTS NO. 1 AND 2 FOR DRC2013-01012, LOCATED AT 6772 JASPER STREET, SUBMITTED BY KEITH M. ARNOLD

---

## RECOMMENDATION

It is recommended that the City Council adopt the attached resolutions ordering the annexation to Landscape Maintenance District No. 1 and Street Lighting Maintenance District Nos. 1 and 2.

## BACKGROUND/ANALYSIS

DRC2013-01012, a Minor Development Review for a 1,098 square foot addition to a single family residence located at 6772 Jasper Street, in the Low Development District, was approved by the Planning Manager on May 19, 2014. As a condition of approval for the minor development review, the homeowner was required to join applicable street lighting and landscape maintenance districts.

On May 21, 2015, Mr. Arnold submitted the necessary "Consent and Waiver to Annex" forms which are available in the City Clerk's office.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "M. Steuer", is written over a circular stamp or mark.

Mark A. Steuer  
Director of Engineering Services/City Engineer

MAS/BM:ls

Attachments



### Vicinity Map

DRC2013-01012, Addition to Single Family Residence  
Annexation to Street Lighting and Landscape Maintenance Districts

## RESOLUTION NO. 15-087

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA, ORDERING THE ANNEXATION OF CERTAIN TERRITORY TO LANDSCAPE MAINTENANCE DISTRICT NO. 1 (GENERAL CITY) FOR DRC2013-01012

**WHEREAS**, the City Council of the City of Rancho Cucamonga, California, has previously formed a special maintenance district pursuant to the terms of the "Landscape and Lighting Act of 1972", being Division 15, Part 2 of the Streets and Highways Code of the State of California (the "Act", said special maintenance district known and designated as Landscape Maintenance District No. 1 (General City) (the "District"); and

**WHEREAS**, the provisions of Article 2 of Chapter 2 of the Act authorize the annexation of additional territory to the District; and

**WHEREAS**, such provisions also provide that the requirement for the preparation of resolutions, and assessment engineer's report, notices of public hearing and the right of majority protest may be waived in writing with the written consent of all of the owners of property within the territory to be annexed; and

**WHEREAS**, notwithstanding that such provisions of the Act related to the annexation of territory to the District, Article XIII D of the Constitution of the State of California ("Article XIII D") establishes certain procedural requirements for the authorization to levy assessments which apply to the levy of annual assessments for the District on the territory proposed to be annexed to such District; and

**WHEREAS**, the owners of certain property described in Exhibit A attached hereto, and incorporated herein by this reference, have requested that such property (collectively, the "Territory") be annexed to the District in order to provide for the levy of annual assessments to finance the maintenance of certain improvements described in Exhibit B hereto (the "Improvements"); and

**WHEREAS**, all of the owners of the Territory have filed with the City Clerk duly executed forms entitled "Consent And Waiver To Annexation Of Certain Real Property To A Maintenance District And Approval Of The Levy Of Assessments On Such Real Property" (the "Consent and Waiver"); and

**WHEREAS**, by such Consent and Waiver, all of the owners of the Territory have expressly waived any and all of the procedural requirements as prescribed in the Act to the annexation of the Territory to the District and have expressly consented to the annexation of the Territory to the District; and

**WHEREAS**, by such Consent and Waiver, all of the owners of the Territory have also expressly waived any and all of the procedural requirements as prescribed in the Act and/or Article XIII D applicable to the authorization to levy the proposed annual assessment against the Territory set forth in Exhibit B attached hereto and incorporated herein by this reference and have declared support for, consent to and approval of the authorization to levy such proposed annual assessment set forth in Exhibit C attached hereto; and

**WHEREAS**, by such Consent and Waiver, all of the owners of the Territory have also expressly agreed for themselves, their heirs, successors and assigns that:

(1) The proportionate special benefit derived by each parcel in the Territory from the District Improvements has been determined in relationship to the entirety of the maintenance and operation expenses of the Improvements;

(2) The proposed annual assessment does not exceed the reasonable cost of the proportional special benefit from the Improvements conferred on each parcel in the Territory.

(3) Only the special benefits derived or to be derived by each parcel in the Territory from the Improvements have been included in the proposed annual assessment.

**WHEREAS**, at this time the City Council desires to order the annexation of the Territory to the District and to authorize the levy of annual assessments against the Territory in amounts not to exceed the amounts set forth in Exhibit C hereto.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA HEREBY RESOLVES AS FOLLOWS:**

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

SECTION 2: The City Council hereby finds and determines that:

- a. The annual assessments proposed to be levied on each parcel in the Territory do not exceed the reasonable cost of the proportional special benefit conferred on each such parcel from the Improvements.
- b. The proportional special benefit derived by each parcel in the Territory from the Improvements has been determined in relationship to the entirety of the cost of the maintenance of the Improvement.
- c. Only special benefits will be assessed on the Territory by the levy of the proposed annual assessments.

SECTION 3: This legislative body hereby orders the annexation the Territory to the District, approves the financing of the maintenance of the Improvements from the proceeds of annual assessments to be levied against the Territory and approves and orders the levy of annual assessments against the Territory in amounts not to exceed the amounts set forth in Exhibit C.

SECTION 4: All future proceedings of the District, including the levy of all assessments, shall be applicable to the Territory.



## Exhibit A

## Identification of the Owner and Description of the Property to be Annexed

The Owner of the Property is: Keith M. Arnold, a Married Man, as his sole and separate property

The legal description of the Property is:

ALL THAT CERTAIN PARCEL OF LAND SITUATED IN THE COUNTY OF SAN BERNARDINO AND STATE OF CALIFORNIA BEING KNOWN AND DESIGNATED AS FOLLOWS:

PARCEL NO. 1: THAT PORTION OF LOT 1, BLOCK 20, MAP OF CUCAMONGA HOMESTEAD ASSOCIATION, IN THE CITY OF RANCHO CUCAMONGA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 6, PAGE 46 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. BEGINNING AT A POINT 420 FEET SOUTH AND 20 FEET WEST OF THE NORTH EAST CORNER OF SAID LOT 1; THENCE, WEST AND PARALLEL WITH THE NORTH LINE OF SAID LOT, 310 FEET; THENCE, SOUTH 55 FEET; THENCE, EAST 310 FEET; THENCE NORTH 55 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM, THAT PORTION OF SAID LAND AS CONVEYED BY DEED RECORDED JUNE 17, 1952, IN BOOK 2969, PAGE 252 OF OFFICIAL RECORDS DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 420 FEET SOUTH AND 220 FEET WEST OF THE NORTH EAST CORNER OF SAID LOT 1; THENCE WEST AND PARALLEL WITH THE NORTH LINE OF SAID LOT, 110 FEET; THENCE, SOUTH 55 FEET; THENCE EAST 110 FEET; THENCE, NORTH 55 FEET TO THE POINT OF BEGINNING. AREAS AND DISTANCES COMPUTED TO THE CENTER OF ADJOINING STREET.

PARCEL NO. 2: THAT PORTION OF LOT 1, BLOCK 20, MAP OF CUCAMONGA HOMESTEAD ASSOCIATION, IN THE CITY OF RANCHO CUCAMONGA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 6, PAGE 46 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 20 FEET WESTERLY FROM A POINT ON THE EAST LINE OF SAID LOT 1, BLOCK 20, WHICH IS 499 FEET SOUTHERLY FROM THE NORTH EAST CORNER OF SAID LOT 1; THENCE, WESTERLY AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 1, 200 FEET; THENCE, NORTHERLY AND PARALLEL WITH THE EAST LINE OF SAID LOT 1, 24 FEET; THENCE, EASTERLY AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 1, 200 FEET; THENCE, SOUTHERLY AND PARALLEL WITH THE EAST LINE OF SAID LOT, 24 FEET TO THE POINT OF BEGINNING. AREAS AND DISTANCES COMPUTED TO THE CENTER OF ADJOINING STREETS.

Assessor's Parcels Numbers of the Property: APN 0202-021-46

## Exhibit B

Description of the District Improvements  
Fiscal Year 2014/2015

## Landscape Maintenance District No. 1 (General City):

Landscape Maintenance District No. 1 (General City) (the "Maintenance District") represents various landscaped areas, parks and community trails located at various sites throughout the City. These sites consist of several non-contiguous areas throughout the City. As such, the parcels within this District do not represent a distinct district area as do the other LMD's within the City. Typically new parcels within this District have been annexed upon development.

The various sites maintained by the District consist of parkways, median islands, paseos, street trees, entry monuments, community trails and parks. The parks consist of Bear Gulch Park, East and West Beryl Park, Old Town Park, Church Street Park, Golden Oaks Park, Heritage Community Park, Hermosa Park, Red Hill Community Park, Lions Park, Napa Park, Don Tiburcio Tapia Park and the Rancho Cucamonga Adult Sports Complex).

Proposed additions to the Improvements for Project DRC2013-01012: NONE

Exhibit C

Proposed Annual Assessment  
Fiscal Year 2014/2015

The following table summarizes the assessment rate for Landscape Maintenance District No. 1 (General City) for DRC2013-01012:

Land Use	Basis	EDU Factor*	Rate per EDU*
Single Family	Parcel	1.00	\$92.21
Multi-Family	Unit	0.50	92.21
Non-Residential Improved	Acre	2.00	92.21
Vacant	Acre	0.25	92.21

\*EBU means Equivalent Benefit Unit.

The proposed annual assessment for the property described in Exhibit A is as follows:

$$1 \text{ Parcels} \times 1.00 \text{ EBU Factor} \times \$92.21 \text{ Rate per EBU} = \$92.21 \text{ Annual Assessment}$$

## RESOLUTION NO. 15-088

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 DRC2013-01012

**WHEREAS**, the City Council of the City of Rancho Cucamonga, California, has previously formed a special maintenance district pursuant to the terms of the "Landscape and Lighting Act of 1972", being Division 15, Part 2 of the Streets and Highways Code of the State of California (the "Act", said special maintenance district known and designated as Street Light Maintenance District No. 1 (Arterial Streets) (the "District"); and

**WHEREAS**, the provisions of Article 2 of Chapter 2 of the Act authorize the annexation of additional territory to the District; and

**WHEREAS**, such provisions also provide that the requirement for the preparation of resolutions, and assessment engineer's report, notices of public hearing and the right of majority protest may be waived in writing with the written consent of all of the owners of property within the territory to be annexed; and

**WHEREAS**, notwithstanding that such provisions of the Act related to the annexation of territory to the District, Article XIII D of the Constitution of the State of California ("Article XIII D") establishes certain procedural requirements for the authorization to levy assessments which apply to the levy of annual assessments for the District on the territory proposed to be annexed to such District; and

**WHEREAS**, the owners of certain property described in Exhibit A attached hereto, and incorporated herein by this reference, have requested that such property (collectively, the "Territory") be annexed to the District in order to provide for the levy of annual assessments to finance the maintenance of certain improvements described in Exhibit B hereto (the "Improvements"); and

**WHEREAS**, all of the owners of the Territory have filed with the City Clerk duly executed forms entitled "Consent And Waiver To Annexation Of Certain Real Property To A Maintenance District And Approval Of The Levy Of Assessments On Such Real Property" (the "Consent and Waiver"); and

**WHEREAS**, by such Consent and Waiver, all of the owners of the Territory have expressly waived any and all of the procedural requirements as prescribed in the Act to the annexation of the Territory to the District and have expressly consented to the annexation of the Territory to the District; and

**WHEREAS**, by such Consent and Waiver, all of the owners of the Territory have also expressly waived any and all of the procedural requirements as prescribed in the Act and/or Article XIII D applicable to the authorization to levy the proposed annual assessment against the Territory set forth in Exhibit B attached hereto and incorporated herein by this reference and have declared support for, consent to and approval of the authorization to levy such proposed annual assessment set forth in Exhibit C attached hereto; and

**WHEREAS**, by such Consent and Waiver, all of the owners of the Territory have also expressly agreed for themselves, their heirs, successors and assigns that:

(1) The proportionate special benefit derived by each parcel in the Territory from the District Improvements has been determined in relationship to the entirety of the maintenance and operation expenses of the Improvements;

(2) The proposed annual assessment does not exceed the reasonable cost of the proportional special benefit from the Improvements conferred on each parcel in the Territory.

(3) Only the special benefits derived or to be derived by each parcel in the Territory from the Improvements have been included in the proposed annual assessment.

**WHEREAS**, at this time the City Council desires to order the annexation of the Territory to the District and to authorize the levy of annual assessments against the Territory in amounts not to exceed the amounts set forth in Exhibit C hereto.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA HEREBY RESOLVES AS FOLLOWS:**

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

SECTION 2: The City Council hereby finds and determines that:

- a. The annual assessments proposed to be levied on each parcel in the Territory do not exceed the reasonable cost of the proportional special benefit conferred on each such parcel from the Improvements.
- b. The proportional special benefit derived by each parcel in the Territory from the Improvements has been determined in relationship to the entirety of the cost of the maintenance of the Improvement.
- c. Only special benefits will be assessed on the Territory by the levy of the proposed annual assessments.

SECTION 3: This legislative body hereby orders the annexation the Territory to the District, approves the financing of the maintenance of the Improvements from the proceeds of annual assessments to be levied against the Territory and approves and orders the levy of annual assessments against the Territory in amounts not to exceed the amounts set forth in Exhibit C.

SECTION 4: All future proceedings of the District, including the levy of all assessments, shall be applicable to the Territory.

---

## Exhibit A

## Identification of the Owner and Description of the Property to be Annexed

The Owner of the Property is: Keith M. Arnold, a Married Man, as his sole and separate property

The legal description of the Property is:

ALL THAT CERTAIN PARCEL OF LAND SITUATED IN THE COUNTY OF SAN BERNARDINO AND STATE OF CALIFORNIA BEING KNOWN AND DESIGNATED AS FOLLOWS:

PARCEL NO. 1: THAT PORTION OF LOT 1, BLOCK 20, MAP OF CUCAMONGA HOMESTEAD ASSOCIATION, IN THE CITY OF RANCHO CUCAMONGA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 6, PAGE 46 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. BEGINNING AT A POINT 420 FEET SOUTH AND 20 FEET WEST OF THE NORTH EAST CORNER OF SAID LOT 1; THENCE, WEST AND PARALLEL WITH THE NORTH LINE OF SAID LOT, 310 FEET; THENCE, SOUTH 55 FEET; THENCE, EAST 310 FEET; THENCE NORTH 55 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM, THAT PORTION OF SAID LAND AS CONVEYED BY DEED RECORDED JUNE 17, 1952, IN BOOK 2969, PAGE 252 OF OFFICIAL RECORDS DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 420 FEET SOUTH AND 220 FEET WEST OF THE NORTH EAST CORNER OF SAID LOT 1; THENCE WEST AND PARALLEL WITH THE NORTH LINE OF SAID LOT, 110 FEET; THENCE, SOUTH 55 FEET; THENCE EAST 110 FEET; THENCE, NORTH 55 FEET TO THE POINT OF BEGINNING. AREAS AND DISTANCES COMPUTED TO THE CENTER OF ADJOINING STREET.

PARCEL NO. 2: THAT PORTION OF LOT 1, BLOCK 20, MAP OF CUCAMONGA HOMESTEAD ASSOCIATION, IN THE CITY OF RANCHO CUCAMONGA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 6, PAGE 46 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 20 FEET WESTERLY FROM A POINT ON THE EAST LINE OF SAID LOT 1, BLOCK 20, WHICH IS 499 FEET SOUTHERLY FROM THE NORTH EAST CORNER OF SAID LOT 1; THENCE, WESTERLY AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 1, 200 FEET; THENCE, NORTHERLY AND PARALLEL WITH THE EAST LINE OF SAID LOT 1, 24 FEET; THENCE, EASTERLY AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 1, 200 FEET; THENCE, SOUTHERLY AND PARALLEL WITH THE EAST LINE OF SAID LOT 1, 24 FEET TO THE POINT OF BEGINNING. AREAS AND DISTANCES COMPUTED TO THE CENTER OF ADJOINING STREETS.

Assessor's Parcels Numbers of the Property: APN 0202-021-46

## Exhibit B

Description of the District Improvements  
Fiscal Year 2014/2015

## Street Light Maintenance District No. 1 (Arterial Streets):

Street Light Maintenance District No. 1 (Arterial Streets) (the "Maintenance District") is used to fund the maintenance and/or installation of street lights and traffic signals located on arterial streets throughout the City. These sites consist of several non-contiguous areas throughout the City.

The sites maintained by the district consist of street lights on arterial streets and traffic signals on arterial streets within the rights-of-way or designated easements of streets dedicated to the City.

Proposed additions to the Improvements for Project DRC2013-01012: NONE

Exhibit C

Proposed Annual Assessment  
Fiscal Year 2014/2015

Street Light Maintenance District No.1 (Arterial Streets):

The following table summarizes the assessment rate for Street Light Maintenance District No.1 (Arterial Streets) for DRC2013-01012:

Land Use	Basis	EBU Factor*	Rate per EBU*
Single Family	Parcel	1.00	\$17.77
Multi-Family	Parcel	1.00	17.77
Commercial	Acre	2.00	17.77
Vacant	Acre	2.00	17.77

\*EBU means Equivalent Benefit Unit.

The proposed annual assessment for the property described in Exhibit A is as follows:

$$1 \text{ Parcels} \times 1.00 \text{ EBU Factor} \times \$17.77 \text{ Rate per EBU} = \$17.77 \text{ Annual Assessment}$$

## RESOLUTION NO. 15-089

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. 2 (LOCAL STREETS) FOR DRC2013-01012

**WHEREAS**, the City Council of the City of Rancho Cucamonga, California, has previously formed a special maintenance district pursuant to the terms of the "Landscape and Lighting Act of 1972", being Division 15, Part 2 of the Streets and Highways Code of the State of California (the "Act", said special maintenance district known and designated as Street Light Maintenance District No. 2 (Local Streets) (the "District"); and

**WHEREAS**, the provisions of Article 2 of Chapter 2 of the Act authorize the annexation of additional territory to the District; and

**WHEREAS**, such provisions also provide that the requirement for the preparation of resolutions, and assessment engineer's report, notices of public hearing and the right of majority protest may be waived in writing with the written consent of all of the owners of property within the territory to be annexed; and

**WHEREAS**, notwithstanding that such provisions of the Act related to the annexation of territory to the District, Article XIII D of the Constitution of the State of California ("Article XIII D") establishes certain procedural requirements for the authorization to levy assessments which apply to the levy of annual assessments for the District on the territory proposed to be annexed to such District; and

**WHEREAS**, the owners of certain property described in Exhibit A attached hereto, and incorporated herein by this reference, have requested that such property (collectively, the "Territory") be annexed to the District in order to provide for the levy of annual assessments to finance the maintenance of certain improvements described in Exhibit B hereto (the "Improvements"); and

**WHEREAS**, all of the owners of the Territory have filed with the City Clerk duly executed forms entitled "Consent And Waiver To Annexation Of Certain Real Property To A Maintenance District And Approval Of The Levy Of Assessments On Such Real Property" (the "Consent and Waiver"); and

**WHEREAS**, by such Consent and Waiver, all of the owners of the Territory have expressly waived any and all of the procedural requirements as prescribed in the Act to the annexation of the Territory to the District and have expressly consented to the annexation of the Territory to the District; and

**WHEREAS**, by such Consent and Waiver, all of the owners of the Territory have also expressly waived any and all of the procedural requirements as prescribed in the Act and/or Article XIII D applicable to the authorization to levy the proposed annual assessment against the Territory set forth in Exhibit B attached hereto and incorporated herein by this reference and have declared support for, consent to and approval of the authorization to levy such proposed annual assessment set forth in Exhibit C attached hereto; and

**WHEREAS**, by such Consent and Waiver, all of the owners of the Territory have also expressly agreed for themselves, their heirs, successors and assigns that:

(1) The proportionate special benefit derived by each parcel in the Territory from the District Improvements has been determined in relationship to the entirety of the maintenance and operation expenses of the Improvements;

(2) The proposed annual assessment does not exceed the reasonable cost of the proportional special benefit from the Improvements conferred on each parcel in the Territory.

(3) Only the special benefits derived or to be derived by each parcel in the Territory from the Improvements have been included in the proposed annual assessment.

**WHEREAS**, at this time the City Council desires to order the annexation of the Territory to the District and to authorize the levy of annual assessments against the Territory in amounts not to exceed the amounts set forth in Exhibit C hereto.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA HEREBY RESOLVES AS FOLLOWS:**

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

SECTION 2: The City Council hereby finds and determines that:

- a. The annual assessments proposed to be levied on each parcel in the Territory do not exceed the reasonable cost of the proportional special benefit conferred on each such parcel from the Improvements.
- b. The proportional special benefit derived by each parcel in the Territory from the Improvements has been determined in relationship to the entirety of the cost of the maintenance of the Improvement.
- c. Only special benefits will be assessed on the Territory by the levy of the proposed annual assessments.

SECTION 3: This legislative body hereby orders the annexation the Territory to the District, approves the financing of the maintenance of the Improvements from the proceeds of annual assessments to be levied against the Territory and approves and orders the levy of annual assessments against the Territory in amounts not to exceed the amounts set forth in Exhibit C.

SECTION 4: All future proceedings of the District, including the levy of all assessments, shall be applicable to the Territory.

---

## Exhibit A

## Identification of the Owner and Description of the Property to be Annexed

The Owner of the Property is: Keith M. Arnold, a Married Man, as his sole and separate property

The legal description of the Property is:

ALL THAT CERTAIN PARCEL OF LAND SITUATED IN THE COUNTY OF SAN BERNARDINO AND STATE OF CALIFORNIA BEING KNOWN AND DESIGNATED AS FOLLOWS:

PARCEL NO. 1: THAT PORTION OF LOT 1, BLOCK 20, MAP OF CUCAMONGA HOMESTEAD ASSOCIATION, IN THE CITY OF RANCHO CUCAMONGA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 6, PAGE 46 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. BEGINNING AT A POINT 420 FEET SOUTH AND 20 FEET WEST OF THE NORTH EAST CORNER OF SAID LOT 1; THENCE, WEST AND PARALLEL WITH THE NORTH LINE OF SAID LOT, 310 FEET; THENCE, SOUTH 55 FEET; THENCE, EAST 310 FEET; THENCE NORTH 55 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM, THAT PORTION OF SAID LAND AS CONVEYED BY DEED RECORDED JUNE 17, 1952, IN BOOK 2969, PAGE 252 OF OFFICIAL RECORDS DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 420 FEET SOUTH AND 220 FEET WEST OF THE NORTH EAST CORNER OF SAID LOT 1; THENCE WEST AND PARALLEL WITH THE NORTH LINE OF SAID LOT, 110 FEET; THENCE, SOUTH 55 FEET; THENCE EAST 110 FEET; THENCE, NORTH 55 FEET TO THE POINT OF BEGINNING. AREAS AND DISTANCES COMPUTED TO THE CENTER OF ADJOINING STREET.

PARCEL NO. 2: THAT PORTION OF LOT 1, BLOCK 20, MAP OF CUCAMONGA HOMESTEAD ASSOCIATION, IN THE CITY OF RANCHO CUCAMONGA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 6, PAGE 46 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 20 FEET WESTERLY FROM A POINT ON THE EAST LINE OF SAID LOT 1, BLOCK 20, WHICH IS 499 FEET SOUTHERLY FROM THE NORTH EAST CORNER OF SAID LOT 1; THENCE, WESTERLY AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 1, 200 FEET; THENCE, NORTHERLY AND PARALLEL WITH THE EAST LINE OF SAID LOT 1, 24 FEET; THENCE, EASTERLY AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 1, 200 FEET; THENCE, SOUTHERLY AND PARALLEL WITH THE EAST LINE OF SAID LOT, 24 FEET TO THE POINT OF BEGINNING. AREAS AND DISTANCES COMPUTED TO THE CENTER OF ADJOINING STREETS.

Assessor's Parcels Numbers of the Property: APN 0202-021-46

## Exhibit B

Description of the District Improvements  
Fiscal Year 2014/2015

## Street Light Maintenance District No. 2 (Local Streets):

Street Light Maintenance District No. 2 (Local Streets) (the "Maintenance District") is used to fund the maintenance and/or installation of street lights and traffic signals located on local streets throughout the City but excluding those areas already in another local maintenance district. Generally, this area encompasses the residential area of the City west of Haven Avenue.

The sites maintained by the District consist of street lights on local streets and traffic signals (or a portion thereof) on local streets generally west of Haven Avenue.

Proposed additions to the Improvements for Project DRC2013-01012: NONE

Exhibit C

Proposed Annual Assessment  
Fiscal Year 2014/2015

Street Light Maintenance District No. 2 (Local Streets):

The following table summarizes the assessment rate for Street Light Maintenance District No. 2 (Local Streets) for DRC2013-01012:

<b>Land Use</b>	<b>Basis</b>	<b>EBU Factor*</b>	<b>Rate per EBU*</b>
Single Family	Parcel	1.00	\$39.97
Multi-Family	Unit	1.00	39.97
Commercial	Acre	2.00	39.97
Vacant	Acre	2.00	39.97

\*EBU means Equivalent Benefit Unit.

The proposed annual assessment for the property described in Exhibit A is as follows:

$$1 \text{ Parcels} \times 1.00 \text{ EBU Factor} \times \$39.97 \text{ Rate per EBU} = \$39.97 \text{ Annual Assessment}$$



# STAFF REPORT

ENGINEERING SERVICES DEPARTMENT

**Date:** June 17, 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  
Jarrod Alexander, Engineering Technician

**Subject:** CONSIDERATION OF APPROVAL TO RENEW/EXTEND ANNUAL CONTRACT (CO 15-060) WITH J&S STRIPING INC. WITH NO FEE INCREASE FOR FISCAL YEAR 2015-2016 FOR "STREET STRIPING AND PAVEMENT MARKING MAINTENANCE" IN THE AMOUNT OF \$150,000 TO BE FUNDED FROM FUND NO. 11773035300 (CONTRACT SERVICES FY 2015-16)

---

## RECOMMENDATION

It is recommended that the City Council approve a one-year extension of annual contract for "Street Striping and Pavement Marking" Contract (CO 15-060), in the amount of \$150,000, with no adjustment of current price schedule categories as requested by J&S Striping Company, Inc..

## BACKGROUND/ANALYSIS

The City is completing the first year of our annual "Street Striping and Pavement Marking Maintenance" contract with J&S Striping Company, Inc. The current contract was competitively bid in 2015 and provided for yearly extension based on acceptable performance. This company has provided good service and in a timely manner. Also, staff is satisfied with the quality of their work.

In light of this favorable service, J&S Striping Company, Inc. was requested to submit a Letter of Intent for extending the current contract through fiscal year 2015-16. The one-year extension reflects no increase and change in the current price schedule, and any other terms of contract.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "M. Steuer", is written over a circular stamp or seal.

Mark A. Steuer  
Director of Engineering Services/City Engineer

JCW/JA:ls



# STAFF REPORT

ADMINISTRATIVE SERVICES GROUP

**Date:** June 17, 2015

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

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

**By:** Robert Neiuber, Human Resources Director *RN*

**Subject:** **CONSIDERATION OF APPROVAL OF A RESOLUTION ADOPTING A SIDE LETTER AGREEMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF RANCHO CUCAMONGA AND THE RANCHO CUCAMONGA CITY EMPLOYEES ASSOCIATION**

## RECOMMENDATION

Staff is recommending that the City Council of the City of Rancho Cucamonga adopt the attached resolution approving a Side Letter Agreement between the City of Rancho Cucamonga and the Rancho Cucamonga City Employees Association.

## BACKGROUND

On June 26, 2014, The City Council approved the Rancho Cucamonga City Employees Association (RCCEA) Memorandum of Understanding (MOU). The current MOU is effective from July 1, 2014 until June 30, 2017. RCCEA is our largest employee association representing General, Supervisory/Professional and Mid-Management employees.

The City recently approached RCCEA and asked them to consider adding an additional year onto their MOU for certain monetary and benefit considerations. After meeting and conferring in good faith, the RCCEA employees voted to approve the City's proposal. Upon approval of this side letter agreement by the City Council, the MOU effective date would be from July 1, 2014 until June 30, 2018. The monetary consideration is a 2% cost of living adjustment during the first full paycheck in July 2017. The benefit considerations include: an additional \$50 towards employee medical plans for employees hired after July 1, 1994 effective the first full pay period in July 2017; a change from having employees pay an additional amount towards the employee portion of their CalPERS retirement during the term of the MOU to having them pay a similar amount towards the employer portion of their CalPERS benefit during the term of the MOU; and providing up to \$25 in matching deferred compensation effective the first full pay period in July 2016 and additional \$25 in matching deferred compensation effective the first full pay period in July 2017.

## Attachments

Resolution Approving Side Letter Agreement  
Side Letter Agreement

**RESOLUTION NO. 15-090**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA APPROVING A SIDE LETTER AGREEMENT BETWEEN THE CITY OF RANCHO CUCAMONGA AND THE RANCHO CUCAMONGA CITY EMPLOYEES ASSOCIATION**

**WHEREAS**, Representatives of the City of Rancho Cucamonga (City) and the Rancho Cucamonga City Employees Association (RCCEA) have met and conferred pursuant to the provisions of the Meyers-Miliias-Brown Act (California Government Code §3500, et seq.) with regard to terms and conditions of employment; and

**WHEREAS**, Representatives of the City and RCCEA have agreed upon and presented to this City Council a Side Letter Agreement (see attached Side Letter Agreement) that Amends the Current Memorandum of Understanding effective July 1, 2014, to June 30, 2017, related to adding an additional year to the MOU.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA HEREBY RESOLVES** that said Side Letter Agreement with the RCCEA is hereby approved and the City Manager is hereby authorized to sign said Side Letter Agreement on behalf of the City of Rancho Cucamonga, and the City Clerk to attest thereto.

**PASSED, APPROVED, AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

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

**ATTEST:**

\_\_\_\_\_  
Janice Reynolds, City Clerk

I, Janice Reynolds, City Clerk of the City of Rancho Cucamonga, do hereby certify that the foregoing Resolution was duly passed, approved and adopted by the City Council of the City of Rancho Cucamonga, at a Meeting of said Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2015 at Rancho Cucamonga, California.

\_\_\_\_\_  
Janice Reynolds, City Clerk

**SIDE LETTER OF AGREEMENT  
BETWEEN THE CITY OF RANCHO CUCAMONGA AND  
THE RANCHO CUCAMONGA CITY EMPLOYEES ASSOCIATION**

The City of Rancho Cucamonga ("City") and the Rancho Cucamonga City Employees Association ("RCCEA") have a Memorandum of Understanding ("MOU") that commenced on July 1, 2014 and is set to end on June 30, 2017. The Parties now wish to enter into this new Side Letter of Agreement to memorialize the changes to Sections 1, 2, 7, 30, 44 and 45 resulting in an additional year to the MOU and some additional compensation and benefits as agreed to by both sides.

The following sections shall amend and replace the corresponding sections currently in the MOU:

**SECTION 1: EFFECTIVE DATE**

~~The provisions of this MOU are effective July 1, 2014 and shall continue for a three-year period, ending June 30, 2017.~~

The provisions of this MOU are effective July 1, 2014 and shall continue for a four-year period ending June 30, 2018.

**SECTION 2: COST OF LIVING ADJUSTMENT**

~~There shall be no cost of living adjustment (0%) for the term of this agreement.~~

Effective the first full pay period in July of 2017, all RCCEA covered employees will receive a 2% base salary increase.

**SECTION 7: HEALTH INSURANCE**

A. EMPLOYEES HIRED BEFORE JULY 1, 1994

The City shall provide employee and family health insurance for all existing full-time continuous salaried employees within the bargaining groups, subject to the limitation that no such monthly funding by the City shall exceed the following:

\$995.60

B. EMPLOYEES HIRED AFTER JULY 1, 1994

The City shall provide employee and family health insurance for all full-time continuous employees within the bargaining groups who have been hired on or after July 1, 1994, subject to the limitation that no such monthly funding by the City shall exceed the following:

\$700

Effective with the July 24, 2014 paycheck, this amount will increase by \$50 to a total of \$750 per month.

Effective with the first full pay period in July of 2015, this amount will increase by \$50 to a total of \$800 per month.

Side Letter of Agreement Between the City of Rancho Cucamonga and the Rancho Cucamonga City Employees Association  
 June 17, 2015  
 Page 2

Effective with the first full pay period in July of 2016, this amount will increase by \$50 to a total of \$850 per month.

Effective with the first full pay period in July of 2017, this amount will increase by \$50 to a total of \$900 per month.

C. CASH IN-LIEU PAYMENT

Represented employees who had waived coverage under a City-paid medical insurance plan, and were receiving a cash in-lieu payment in the amount of \$200 per month for single coverage or \$300 per month for family coverage as of September 30, 2012, may continue to receive this cash in-lieu payment as long as they remain eligible. To be eligible, an employee must provide proof of other medical insurance coverage and must have provided a signed waiver.

Beginning October 1, 2012, and for the remaining term of this MOU, no other represented employees shall be eligible for this benefit. Employees not receiving cash in-lieu as of September 30, 2012, may still waive coverage by providing the proof of insurance and signed waiver as noted above, but will not receive a cash in-lieu payment. (10-17-12 Amendment)

**SECTION 30: RETIREMENT BENEFIT**

~~Unit members who do not meet the definition of "new member" under the California Public Employees' Pension Reform Act of 2013 (PEPRA) (those unit members shall be referred to as "classic members") are enrolled in either the CalPERS retirement plan commonly referred to as the 2.5% at age 55 retirement plan ("Tier 1" and "Tier 2"), or in the 2% at age 55 retirement plan ("Tier 3") and shall be provided the benefits as described below:~~

- ~~A. Tier 1 — Employees Hired Before September 1, 2010~~
- ~~§ 21354.4 — 2.5% at 55 Full Formula~~
  - ~~§ 21574 — 4th Level 1959 Survivor~~
  - ~~§ 20042 — 1 Yr Final Compensation~~

~~Until the first full pay period in July 2015, City pays the normal eight percent (8%) CalPERS member contribution per Resolution 11-063.~~

~~Effective July 1, 2013, employees shall pay one percentage point (1%) of the normal CalPERS employer contribution, in addition to the portion of the member contributions described below:~~

~~Effective with the first full pay period in July 2015, employees will also pay two percent (2%) of their PERSable compensation towards their CalPERS member contribution, and City pays six percent (6%) of the normal CalPERS Member contribution.~~

~~Effective the first full pay period in July 2016, employees will pay an additional two percent (2%) of their PERSable compensation towards their CalPERS member contribution for a~~

Side Letter of Agreement Between the City of Rancho Cucamonga and the Rancho Cucamonga  
City Employees Association  
June 17, 2015  
Page 3

~~total of four percent (4%), and City pays four percent (4%) of the normal CalPERS Member contribution.~~

- ~~B. Tier 2 Employees Hired Between September 1, 2010 and July 3, 2011~~  
~~§ 21354.4 2.5% at 55 Full Formula~~  
~~§ 21574 4th Level 1959 Survivor~~  
~~§ 20042 1 Yr Final Compensation~~

~~Until the first full pay period in July 2015, City pays seven percent (7%) of the normal CalPERS member contribution; employee pays one percentage point (1%) of the CalPERS member contribution per Resolution 11-063.~~

~~Effective the first full pay period in July 2015, employees will pay an additional two percent (2%) of their PERSable compensation towards their CalPERS member contribution for a total of three percent (3%), and City pays five percent (5%) of the normal CalPERS Member contribution.~~

~~Effective the first full pay period in July 2016, employees will pay an additional two percent (2%) of their PERSable compensation towards their CalPERS member contribution for a total of five percent (5%), and City pays three percent (3%) of the normal CalPERS Member contribution.~~

- ~~C. Tier 3 Employees Hired on or After July 4, 2011~~  
~~§ 21354 2% @ 55 Full Formula~~  
~~§ 21574 4th Level 1959 Survivor~~  
~~§ 20037 3 Yr Final Compensation~~

~~City pays six percent (6%) of the normal CalPERS member contribution; employee pays one percentage point (1%) of the CalPERS member contribution per Resolution 11-063.~~

~~Effective the first full pay period in July 2015, employees will pay an additional two percent (2%) of their PERSable compensation towards their CalPERS member contribution. (City pays four percent (4%) of the normal CalPERS Member contribution and employee pays three percent (3%) of the normal CalPERS member contribution).~~

~~Effective the first full pay period in July 2016, employees will pay an additional two percent (2%) of their PERSable compensation towards their CalPERS member contribution. (City pays two percent (2%) of the normal CalPERS Member contribution and employee pays five percent (5%) of the normal CalPERS member contribution).~~

- ~~D. It is understood that all contributions paid by the employee as described in Parts A through C above shall be calculated based upon the full base salary of the employee, plus any additional PERSable compensation, and any Employer Paid Member Contributions (EPMC).~~

- ~~E. The City pays EPMC for the various "Tiers" as outlined above and reports the value of EPMC payments as special compensation. The parties agree that to the extent permitted by law, this is special compensation and shall be reported as such pursuant to Title 2~~

Side Letter of Agreement Between the City of Rancho Cucamonga and the Rancho Cucamonga City Employees Association  
 June 17, 2015  
 Page 4

~~CCR, Section 571(a)(1)(F) as Value of Employer Paid Member Contributions. The parties also agree that the City has no additional obligation or costs should CalPERS, the State or the IRS determine otherwise.~~

~~The City shall adopt necessary resolutions related to the changes in EPMC effective the first full pay period in July of 2015 and the first full pay period in in July of 2016.~~

~~The City adopted a resolution providing that all employee CalPERS contributions shall be deducted on a pre-tax basis to the extent permitted by law or IRS regulation.~~

~~There shall be no sunset date to any provision in Section 30.~~

Unit members who do not meet the definition of "new member" under the California Public Employees' Pension Reform Act of 2013 (PEPRA) (those unit members shall be referred to as "classic members") are enrolled in either the CalPERS retirement plan commonly referred to as the 2.5% at age 55 retirement plan ("Tier 1" and "Tier 2"), or in the 2% at age 55 retirement plan ("Tier 3") and shall be provided the benefits as described below.

A Tier 1 – Employees Hired Before September 1, 2010

§ 21354 4 2.5% at 55 Full Formula

§ 21574 4th Level 1959 Survivor

§ 20042 1 Yr Final Compensation

1. City pays the normal eight percent (8%) CalPERS **member** contribution per Resolution 11-063.
2. Effective 7/1/13, employees shall pay one percentage point (1%) of the CalPERS **employer** contribution.
3. Effective the first full pay period in July 2015, any individual who has been at the top step of their range for at least 365 days prior to the first full pay period in July 2015, and receives a merit step increase effective the first full pay period in July 2015, per MOU Section 3A, shall pay an additional two percent (2%) of their PERSable compensation toward the CalPERS employer contribution for a total of three percent (3%).

All individuals who have been at the top step of their range for fewer than 365 days prior to the first full pay period in July 2015, and receive a merit increase between the first full pay period in July 2015, and the first full pay period in July of 2016, per MOU Section 3A, shall pay an additional two percent (2%) of their PERSable compensation toward the CalPERS employer contribution effective the date they receive their merit increase for a total of three percent (3%).

Employees hired, promoted or reclassified after July 1, 2015, covered under this tier, shall pay three percent (3%) of their PERSable compensation toward the CalPERS employer contribution effective the date they are hired, promoted or reclassified.

4. Effective the first full pay period in July 2016, any individual who has been at the top step of their range for at least 365 days prior to the first full pay period in July 2016, and receives a merit step increase effective the first full pay period in July 2016, per MOU Section 3B, shall pay an additional two percent (2%) of their PERSable compensation toward the CalPERS employer contribution for a total of seven percent (5%).

All individuals who have been at the top step of their range for fewer than 365 days prior to the first full pay period in July 2016, and receive a merit increase between the first full pay period in July 2016, and the first full pay period in July of 2017, per MOU Section 3B, shall pay an additional two percent (2%) of their PERSable compensation toward the CalPERS employer contribution effective the date they receive their merit increase for a total of five percent (5%).

Employees hired, promoted or reclassified after July 1, 2016, covered under this tier, shall pay five percent (5%) of their PERSable compensation toward the CalPERS employer contribution effective the date they are hired, promoted or reclassified.

B. Tier 2 – Employees Hired Between September 1, 2010 and July 3, 2011

§ 21354.4 2.5% at 55 Full Formula

§ 21574 4th Level 1959 Survivor

§ 20042 1 Yr Final Compensation

1. City pays seven percent (7%) of the normal CalPERS member contribution; employee pays one percentage point (1%) of the CalPERS member contribution per Resolution 11-063.
2. Effective the first full pay period in July 2015, any individual who has been at the top step of their range for at least 365 days prior to the first full pay period in July 2015, and receives a merit step increase effective the first full pay period in July 2015, per MOU Section 3A, shall pay two percent (2%) of their PERSable compensation toward the CalPERS employer contribution for a total of one percent (1%) of the member contribution and two percent (2%) of the employer contribution.

All individuals who have been at the top step of their range for fewer than 365 days prior to the first full pay period in July 2015, and receive a merit increase between the first full pay period in July 2015, and the first full pay period in July of 2016, per MOU Section 3A, shall pay two percent (2%) of their PERSable compensation toward the CalPERS employer contribution effective the date they receive their merit increase for a total of one percent (1%) of the member contribution and two percent (2%) of the employer contribution.

Employees hired, promoted or reclassified after July 1, 2015, covered under this tier, shall pay two percent (2%) of their PERSable compensation toward the CalPERS employer contribution effective the date they are hired, promoted or reclassified for a total of one percent (1%) of the member contribution and two percent (2%) of the employer contribution.

3. Effective the first full pay period in July 2016, any individual who has been at the top step of their range for at least 365 days prior to the first full pay period in July 2016, and receives a merit step increase effective the first full pay period in July 2016, per MOU Section 3B, shall pay an additional two percent (2%) of their PERSable compensation toward the CalPERS employer contribution for a total of one percent (1%) of the member contribution and four percent (4%) of the employer contribution.

All individuals who have been at the top step of their range for fewer than 365 days prior to the first full pay period in July 2016, and receive a merit increase between the first full pay period in July 2016, and the first full pay period in July of 2017, per MOU Section 3B, shall pay an additional two percent (2%) of their PERSable compensation toward the CalPERS employer contribution effective the date they receive their merit increase for a total of one percent (1%) of the member contribution and four percent (4%) of the employer contribution..

Employees hired, promoted or reclassified after July 1, 2016, covered under this tier, shall pay four percent (4%) of their PERSable compensation toward the CalPERS employer contribution effective the date they are hired, promoted or reclassified for a total of one percent (1%) of the member contribution and four percent (4%) of the employer contribution.

C. Tier 3 – Employees Hired on or After July 4, 2011

§ 21354            2% @ 55 Full Formula

§ 21574            4th Level 1959 Survivor

§ 20037            3 Yr Final Compensation

1. City pays six percent (6%) of the normal CalPERS **member** contribution; employee pays one percentage point (1%) of the CalPERS **member** contribution per Resolution 11-063.
2. Effective the first full pay period in July 2015, any individual who has been at the top step of their range for at least 365 days prior to the first full pay period in July 2015, and receives a merit step increase effective the first full pay period in July 2015, per MOU Section 3A, shall pay two percent (2%) of their PERSable compensation toward the CalPERS employer contribution for a total of one percent (1%) of the member contribution and two percent (2%) of the employer contribution.

All individuals who have been at the top step of their range for fewer than 365 days prior to the first full pay period in July 2015, and receive a merit increase between the first full pay period in July 2015, and the first full pay period in July of 2016, per MOU Section 3A, shall pay two percent (2%) of their PERSable compensation toward the CalPERS employer contribution effective the date they receive their merit increase for a total of one percent (1%) of the member contribution and two percent (2%) of the employer contribution.

Employees hired, promoted or reclassified after July 1, 2015, covered under this tier, shall pay two percent (2%) of their PERSable compensation toward the CalPERS employer contribution effective the date they are hired, promoted or reclassified for a total of one percent (1%) of the member contribution and two percent (2%) of the employer contribution.

3. Effective the first full pay period in July 2016, any individual who has been at the top step of their range for at least 365 days prior to the first full pay period in July 2017, and receives a merit step increase effective the first full pay period in July 2016, per MOU Section 3B, shall pay an additional two percent (2%) of their PERSable compensation toward the CalPERS employer contribution for a total of one percent (1%) of the member contribution and four percent (4%) of the employer contribution.

All individuals who have been at the top step of their range for fewer than 365 days prior to the first full pay period in July 2016, and receive a merit increase between the first full pay period in July 2016, and the first full pay period in July of 2017, per MOU Section 3B, shall pay an additional two percent (2%) of their PERSable compensation toward the CalPERS employer contribution effective the date they receive their merit increase for a total of one percent (1%) of the member contribution and four percent (4%) of the employer contribution.

Employees hired, promoted or reclassified after July 1, 2016, covered under this tier, shall pay four percent (4%) of their PERSable compensation toward the CalPERS employer contribution effective the date they are hired, promoted or reclassified for a total of one percent (1%) of the member contribution and four percent (4%) of the employer contribution.

- D. It is understood that all contributions paid by the employee as described in Parts A through C above shall be calculated based upon the full base salary of the employee, plus any additional PERSable compensation, and any Employer Paid Member Contributions (EPMC).
- E. The City pays EPMC for the various "Tiers" as outlined above and reports the value of EPMC payments as special compensation. The parties agree that to the extent permitted by law, this is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(1)(F) as Value of Employer-Paid Member Contributions. The parties also agree that the City has no additional obligation or costs should CalPERS, the State or the IRS determine otherwise.

The City adopted a resolution providing that all employee CalPERS contributions shall be deducted on a pre-tax basis to the extent permitted by law or IRS regulation. All employee payments of the employer share are done pursuant to Government Code Section 20516(f). There shall be no sunset date to any provision in Section 30.

- F. The California Public Employees' Pension Reform Act of 2013 (PEPRA) - As it may from time to time exist, the PEPRA shall in its entirety be given full force and effect. Any provision in the 2014-20178 MOU which contradicts any provision of the PEPRA shall be deemed null and void, with the contrary PEPRA provision(s) being given full force and effect. Therefore, no provision of PEPRA shall be deemed to impair any provision of the 2014-20178 MOU or any MOU, Agreement, Rule or Regulation predating the 2014-20178 MOU. PEPRA includes, but is not limited to, the provisions described below:

Unit members hired on and after January 1, 2013, deemed to be a "new member" as defined in Government Code § 7522.04, shall individually pay an initial Member CALPERS contribution rate of 50% of the normal cost rate for the Defined Benefit Plan in which said "new member" is enrolled, rounded to the nearest quarter of 1%, or the current contribution rate of similarly situated employees, whichever is greater.

Unit members who are "new members" and miscellaneous employees on and after January 1, 2013, shall be enrolled in the 2% @ 62 retirement formula (Govt. Code § 7522.20).

Unit members who are "new members" on and after January 1, 2013, shall have "final compensation" measured by the highest average annual pensionable compensation earned by the member during a period of at least 36 consecutive months (Section 7522.32.), and their retirement benefits shall be calculated based on "pensionable compensation" (Section 7522.10) rather than "compensation earnable" (Section 20636).

- G. In addition, the City has adopted the PARS Retirement Enhancement Plan generally described as .5% (one-half percent) at 55 or at 60, depending upon the employee's hire date, for all miscellaneous employees hired on or prior to December 31, 2012. To be eligible, employees must be at least age 56, have ten (10) years of full-time continuous service and retire from the City. This benefit will be paid to qualified retirees in addition to any CalPERS benefits to which they are entitled.

#### **SECTION 44: DEFERRED COMPENSATION**

Effective the first full pay period in July 2016, the City will match dollar for dollar up to \$25 per month in deferred compensation for any RCCEA covered employee who pays up to \$25 into deferred compensation through payroll deductions. (Example: if an employee puts \$25 per month of the pay they earned into deferred compensation, then the City will match the amount, up to the \$25 maximum, and pay \$25 towards that employee's deferred compensation).

Effective the first full pay period in July 2017, the City will match dollar for dollar up to \$50 per month in deferred compensation for any RCCEA covered employee who pays up to \$50 into deferred compensation through payroll deductions.

Side Letter of Agreement Between the City of Rancho Cucamonga and the Rancho Cucamonga City Employees Association  
June 17, 2015  
Page 9

These provisions are in addition to any other deferred compensation provisions in this MOU.

**SECTION 44 45: ADOPTION OF MOU**

This memorandum, between the City and the Rancho Cucamonga City Employees Association representing the Mid-Manager, Supervisory/Professional and General Employees bargaining units, was adopted on June 26, 2014.

For The City of Rancho Cucamonga:

For the Rancho Cucamonga City Employees Association:

\_\_\_\_\_  
John R. Gillison  
City Manager

\_\_\_\_\_  
Andrew Miller  
President RCCEA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Duly approved and adopted by the City Council at a public meeting this date of \_\_\_\_, June 2015.

\_\_\_\_\_  
Janice Reynolds, City Clerk



# STAFF REPORT

ADMINISTRATIVE SERVICES GROUP

**Date:** June 17, 2015

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

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

**By:** Robert Neuber, Human Resources Director *PN*

**Subject:** **CONSIDER APPROVAL OF A RESOLUTION ADOPTING A SIDE LETTER AGREEMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF RANCHO CUCAMONGA AND THE SAN BERNARDINO PUBLIC EMPLOYEES ASSOCIATION**

## RECOMMENDATION

Staff is recommending that the City Council of the City of Rancho Cucamonga adopt the attached resolution approving a Side Letter Agreement between the City of Rancho Cucamonga and the San Bernardino Public Employees Association – Teamsters Local 1932.

## BACKGROUND

On September 17, 2014, The City Council approved the San Bernardino Public Employees Association – Teamsters Local 1932 (SBPEA) Memorandum of Understanding (MOU). The current MOU is effective from July 1, 2014 until June 30, 2017. SBPEA is the recognized employee organization for City employees in the Maintenance Bargaining Unit.

The City recently approached SBPEA and asked them to consider adding an additional year onto their MOU for certain monetary and benefit considerations. After meeting and conferring in good faith, the SBPEA employee voted to approve the City's proposal. Upon approval of this side letter agreement by the City Council, the MOU effective date would be from July 1, 2014 until June 30, 2018. The monetary consideration is a 2% cost of living adjustment during the first full paycheck in July 2017. The benefit considerations include: an additional \$50 towards employee medical plans for employees hired after July 1, 1994 effective the first full pay period in July 2017; a change from having employees pay an additional amount towards the employee portion of their CalPERS retirement during the term of the MOU to having them pay a similar amount towards the employer portion of their CalPERS benefit during the term of the MOU; and providing up to \$25 in matching deferred compensation effective the first full pay period in July 2016 and additional \$25 in matching deferred compensation effective the first full pay period in July 2017.

## Attachments

Resolution Approving Side Letter Agreement  
Side Letter Agreement

RESOLUTION NO. 15-091

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA APPROVING A SIDE LETTER AGREEMENT BETWEEN THE CITY OF RANCHO CUCAMONGA AND THE SAN BERNARDINO PUBLIC EMPLOYEES ASSOCIATION

WHEREAS, Representatives of the City of Rancho Cucamonga (City) and the San Bernardino Public Employees Association – Teamsters Local 1932 (SBPEA) have met and conferred pursuant to the provisions of the Meyers-Milias-Brown Act (California Government Code §3500, et seq.) with regard to terms and conditions of employment; and

WHEREAS, Representatives of the City and SBPEA have agreed upon and presented to this City Council a Side Letter Agreement (see attached Side Letter Agreement) that Amends the Current Memorandum of Understanding effective July 1, 2014, to June 30, 2017, related to adding an additional year to the MOU.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA HEREBY RESOLVES that said Side Letter Agreement with the SBPEA is hereby approved and the City Manager is hereby authorized to sign said Side Letter Agreement on behalf of the City of Rancho Cucamonga, and the City Clerk to attest thereto.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

AYES:

NOES:

ABSENT:

ABSTAINED:

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

ATTEST:

\_\_\_\_\_  
Janice Reynolds, City Clerk

I, Janice Reynolds, City Clerk of the City of Rancho Cucamonga, do hereby certify that the foregoing Resolution was duly passed, approved and adopted by the City Council of the City of Rancho Cucamonga, at a Meeting of said Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2015 at Rancho Cucamonga, California.

\_\_\_\_\_  
Janice Reynolds, City Clerk

**SIDE LETTER OF AGREEMENT  
BETWEEN THE CITY OF RANCHO CUCAMONGA AND  
THE SAN BERNARDINO PUBLIC EMPLOYEES ASSOCIATION**

The City of Rancho Cucamonga ("City") and the San Bernardino Public Employees Association – Teamsters Local 1932 ("SBPEA") have a Memorandum of Understanding ("MOU") that commenced on July 1, 2014 and is set to end on June 30, 2017. The Parties now wish to enter into this new Side Letter of Agreement to memorialize the changes to Sections 2, 6, 28, 40, 41 and 42 resulting in an additional year to the MOU and some additional compensation and benefits as agreed to by both sides.

The following sections shall amend and replace the corresponding sections currently in the MOU:

**SECTION 2: COST OF LIVING ADJUSTMENT**

~~There shall be no cost of living adjustment (0%) for the term of this agreement.~~

Effective the first full pay period in July of 2017, All SBPEA covered employees will receive a 2% base salary increase.

**SECTION 6: HEALTH INSURANCE**

A. EMPLOYEES HIRED BEFORE JULY 1, 1994

The City shall provide employee and family health insurance for all existing full-time continuous salaried employees within the bargaining group, subject to the limitation that no such monthly funding by the City shall exceed the following:

\$995.60

B. EMPLOYEES HIRED AFTER JULY 1, 1994

The City shall provide employee and family health insurance for all full-time continuous employees within the bargaining group who have been hired on or after July 1, 1994, subject to the limitation that no such monthly funding by the City shall exceed the following:

\$700

Effective the first full pay period after approval of the MOU by the City Council, this amount will increase by \$50 to a total of \$750 per month.

Effective with the first full pay period in July of 2015, this amount will increase by \$50 to a total of \$800 per month.

Effective with the first full pay period in July of 2016, this amount will increase by \$50 to a total of \$850 per month.

Effective with the first full pay period in July of 2017, this amount will increase by \$50 to a total of \$900 per month.

C. CASH IN-LIEU PAYMENT

Represented employees who had waived coverage under a City-paid medical insurance plan, and were receiving a cash in-lieu payment in the amount of \$200 per month for single

Side Letter of Agreement Between the City of Rancho Cucamonga and the San Bernardino  
Public Employees Association  
June 17, 2015  
Page 2

coverage or \$300 per month for family coverage as of September 30, 2012, may continue to receive this cash in-lieu payment as long as they remain eligible. To be eligible, an employee must provide proof of other medical insurance coverage and must have provided a signed waiver.

No other represented employees shall be eligible for this benefit. Employees not receiving cash in-lieu as of September 30, 2012, may still waive coverage by providing the proof of insurance and signed waiver as noted above, but will not receive a cash in-lieu payment.

## **SECTION 28: RETIREMENT BENEFIT**

~~Unit members who do not meet the definition of "new member" under the California Public Employees' Pension Reform Act of 2013 (PEPRA) (those unit members shall be referred to as "classic members") are enrolled in either the CalPERS retirement plan commonly referred to as the 2.5% at age 55 retirement plan ("Tier 1" and "Tier 2"), or in the 2% at age 55 retirement plan ("Tier 3") and shall be provided the benefits as described below:~~

- ~~A. Tier 1—Employees Hired Before September 1, 2010~~
- ~~§ 21354.4 — 2.5% at 55 Full Formula~~
  - ~~§ 21574 — 4th Level 1959 Survivor~~
  - ~~§ 20042 — 1 Yr Final Compensation~~

~~Until the first full pay period in July 2015, City pays the normal eight percent (8%) CalPERS member contribution per Resolution 11-063.~~

~~Effective July 1, 2013, employees shall pay one percentage point (1%) of the normal CalPERS employer contribution, in addition to the portion of the member contributions described below.~~

~~Effective with the first full pay period in July 2015, employees will also pay two percent (2%) of their PERSable compensation towards their CalPERS member contribution, and City pays six percent (6%) of the normal CalPERS Member contribution.~~

~~Effective the first full pay period in July 2016, employees will pay an additional two percent (2%) of their PERSable compensation towards their CalPERS member contribution for a total of four percent (4%), and City pays four percent (4%) of the normal CalPERS Member contribution.~~

- ~~B. Tier 2—Employees Hired Between September 1, 2010 and July 3, 2011~~
- ~~§ 21354.4 — 2.5% at 55 Full Formula~~
  - ~~§ 21574 — 4th Level 1959 Survivor~~
  - ~~§ 20042 — 1 Yr Final Compensation~~

~~Until the first full pay period in July 2015, City pays seven percent (7%) of the normal CalPERS member contribution; employee pays one percentage point (1%) of the CalPERS member contribution per Resolution 11-063.~~

Side Letter of Agreement Between the City of Rancho Cucamonga and the San Bernardino  
Public Employees Association  
June 17, 2015  
Page 3

~~Effective the first full pay period in July 2015, employees will pay an additional two percent (2%) of their PERSable compensation towards their CalPERS member contribution for a total of three percent (3%), and City pays five percent (5%) of the normal CalPERS Member contribution.~~

~~Effective the first full pay period in July 2016, employees will pay an additional two percent (2%) of their PERSable compensation towards their CalPERS member contribution for a total of five percent (5%), and City pays three percent (3%) of the normal CalPERS Member contribution.~~

~~C. Tier 3 Employees Hired between July 4, 2011 and December 31, 2012, and Employees Deemed "Classic" members hired on or after January 1, 2013:~~

<del>§ 21354</del>	<del>2% @ 55 Full Formula</del>
<del>§ 21574</del>	<del>4th Level 1959 Survivor</del>
<del>§ 20037</del>	<del>3 Yr Final Compensation</del>

~~City pays six percent (6%) of the normal CalPERS member contribution; employee pays one percentage point (1%) of the CalPERS member contribution per Resolution 11-063.~~

~~Effective the first full pay period in July 2015, employees will pay an additional two percent (2%) of their PERSable compensation towards their CalPERS member contribution. (City pays four percent (4%) of the normal CalPERS Member contribution and employee pays three percent (3%) of the normal CalPERS member contribution).~~

~~Effective the first full pay period in July 2016, employees will pay an additional two percent (2%) of their PERSable compensation towards their CalPERS member contribution. (City pays two percent (2%) of the normal CalPERS Member contribution and employee pays five percent (5%) of the normal CalPERS member contribution).~~

~~D. It is understood that all contributions paid by the employee as described in Parts A through G above shall be calculated based upon the full base salary of the employee, plus any additional PERSable compensation, and any Employer Paid Member Contributions (EPMC).~~

~~E. The City pays EPMC for the various "Tiers" as outlined above and reports the value of EPMC payments as special compensation. The parties agree that to the extent permitted by law, this is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(1)(F) as Value of Employer Paid Member Contributions. The parties also agree that the City has no additional obligation or costs should CalPERS, the State or the IRS determine otherwise.~~

~~The City shall adopt necessary resolutions related to the changes in EPMC effective the first full pay period in July of 2015 and the first full pay period in in July of 2016.~~

~~The City adopted a resolution providing that all employee CalPERS contributions shall be deducted on a pre-tax basis to the extent permitted by law or IRS regulation.~~

Unit members who do not meet the definition of "new member" under the California Public Employees' Pension Reform Act of 2013 (PEPRA) (those unit members shall be referred to as "classic members") are enrolled in either the CalPERS retirement plan commonly referred to as the 2.5% at age 55 retirement plan ("Tier 1" and "Tier 2"), or in the 2% at age 55 retirement plan ("Tier 3") and shall be provided the benefits as described below:

A. Tier 1 – Employees Hired Before September 1, 2010

§ 21354.4 2.5% at 55 Full Formula

§ 21574 4th Level 1959 Survivor

§ 20042 1 Yr Final Compensation

1. City pays the normal eight percent (8%) CalPERS member contribution per Resolution 11-063.
2. Effective 7/1/13, employees shall pay one percentage point (1%) of the CalPERS employer contribution.
3. Effective the first full pay period in July 2015, any individual who has been at the top step of their range for at least 365 days prior to the first full pay period in July 2015, and receives a merit step increase effective the first full pay period in July 2015, per MOU Section 3A, shall pay an additional two percent (2%) of their PERSable compensation toward the CalPERS employer contribution for a total of three percent (3%).

All individuals who have been at the top step of their range for fewer than 365 days prior to the first full pay period in July 2015, and receive a merit increase between the first full pay period in July 2015, and the first full pay period in July of 2016, per MOU Section 3A, shall pay an additional two percent (2%) of their PERSable compensation toward the CalPERS employer contribution effective the date they receive their merit increase for a total of three percent (3%).

Employees hired, promoted or reclassified after July 1, 2015, covered under this tier, shall pay three percent (3%) of their PERSable compensation toward the CalPERS employer contribution effective the date they are hired, promoted or reclassified.

4. Effective the first full pay period in July 2016, any individual who has been at the top step of their range for at least 365 days prior to the first full pay period in July 2016, and receives a merit step increase effective the first full pay period in July 2016, per MOU Section 3B, shall pay an additional two percent (2%) of their PERSable compensation toward the CalPERS employer contribution for a total of seven percent (5%).

All individuals who have been at the top step of their range for fewer than 365 days prior to the first full pay period in July 2016, and receive a merit increase between the first full pay period in July 2016, and the first full pay period in July of 2017, per MOU Section 3B, shall pay an additional two percent (2%) of their PERSable compensation

toward the CalPERS employer contribution effective the date they receive their merit increase for a total of five percent (5%).

Employees hired, promoted or reclassified after July 1, 2016, covered under this tier, shall pay five percent (5%) of their PERSable compensation toward the CalPERS employer contribution effective the date they are hired, promoted or reclassified.

B. Tier 2 – Employees Hired Between September 1, 2010 and July 3, 2011

§ 21354.4 2.5% at 55 Full Formula

§ 21574 4th Level 1959 Survivor

§ 20042 1 Yr Final Compensation

1. City pays seven percent (7%) of the normal CalPERS **member** contribution; employee pays one percentage point (1%) of the CalPERS **member** contribution per Resolution 11-063.
2. Effective the first full pay period in July 2015, any individual who has been at the top step of their range for at least 365 days prior to the first full pay period in July 2015, and receives a merit step increase effective the first full pay period in July 2015, per MOU Section 3A, shall pay two percent (2%) of their PERSable compensation toward the CalPERS employer contribution for a total of one percent (1%) of the member contribution and two percent (2%) of the employer contribution.

All individuals who have been at the top step of their range for fewer than 365 days prior to the first full pay period in July 2015, and receive a merit increase between the first full pay period in July 2015, and the first full pay period in July of 2016, per MOU Section 3A, shall pay two percent (2%) of their PERSable compensation toward the CalPERS employer contribution effective the date they receive their merit increase for a total of one percent (1%) of the member contribution and two percent (2%) of the employer contribution.

Employees hired, promoted or reclassified after July 1, 2015, covered under this tier, shall pay two percent (2%) of their PERSable compensation toward the CalPERS employer contribution effective the date they are hired, promoted or reclassified for a total of one percent (1%) of the member contribution and two percent (2%) of the employer contribution.

3. Effective the first full pay period in July 2016, any individual who has been at the top step of their range for at least 365 days prior to the first full pay period in July 2016, and receives a merit step increase effective the first full pay period in July 2016, per MOU Section 3B, shall pay an additional two percent (2%) of their PERSable compensation toward the CalPERS employer contribution for a total of one percent (1%) of the member contribution and four percent (4%) of the employer contribution.

All individuals who have been at the top step of their range for fewer than 365 days prior to the first full pay period in July 2016, and receive a merit increase between the first full pay period in July 2016, and the first full pay period in July of 2017, per MOU Section 3B, shall pay an additional two percent (2%) of their PERSable compensation toward the CalPERS employer contribution effective the date they receive their merit increase for a total of one percent (1%) of the member contribution and four percent (4%) of the employer contribution.

Employees hired, promoted or reclassified after July 1, 2016, covered under this tier, shall pay four percent (4%) of their PERSable compensation toward the CalPERS employer contribution effective the date they are hired, promoted or reclassified for a total of one percent (1%) of the member contribution and four percent (4%) of the employer contribution.

C. Tier 3 – Employees Hired on or After July 4, 2011

§ 21354          2% @ 55 Full Formula

§ 21574          4th Level 1959 Survivor

§ 20037          3 Yr Final Compensation

1. City pays six percent (6%) of the normal CalPERS **member** contribution; employee pays one percentage point (1%) of the CalPERS **member** contribution per Resolution 11-063.
2. Effective the first full pay period in July 2015, any individual who has been at the top step of their range for at least 365 days prior to the first full pay period in July 2015, and receives a merit step increase effective the first full pay period in July 2015, per MOU Section 3A, shall pay two percent (2%) of their PERSable compensation toward the CalPERS employer contribution for a total of one percent (1%) of the member contribution and two percent (2%) of the employer contribution.

All individuals who have been at the top step of their range for fewer than 365 days prior to the first full pay period in July 2015, and receive a merit increase between the first full pay period in July 2015, and the first full pay period in July of 2016, per MOU Section 3A, shall pay two percent (2%) of their PERSable compensation toward the CalPERS employer contribution effective the date they receive their merit increase for a total of one percent (1%) of the member contribution and two percent (2%) of the employer contribution.

Employees hired, promoted or reclassified after July 1, 2015, covered under this tier, shall pay two percent (2%) of their PERSable compensation toward the CalPERS employer contribution effective the date they are hired, promoted or reclassified for a total of one percent (1%) of the member contribution and two percent (2%) of the employer contribution.

3. Effective the first full pay period in July 2016, any individual who has been at the top step of their range for at least 365 days prior to the first full pay period in July 2017, and receives a merit step increase effective the first full pay period in July 2016, per MOU Section 3B, shall pay an additional two percent (2%) of their PERSable compensation toward the CalPERS employer contribution for a total of one percent (1%) of the member contribution and four percent (4%) of the employer contribution.

All individuals who have been at the top step of their range for fewer than 365 days prior to the first full pay period in July 2016, and receive a merit increase between the first full pay period in July 2016, and the first full pay period in July of 2017, per MOU Section 3B, shall pay an additional two percent (2%) of their PERSable compensation toward the CalPERS employer contribution effective the date they receive their merit increase for a total of one percent (1%) of the member contribution and four percent (4%) of the employer contribution.

Employees hired, promoted or reclassified after July 1, 2016, covered under this tier, shall pay four percent (4%) of their PERSable compensation toward the CalPERS employer contribution effective the date they are hired, promoted or reclassified for a total of one percent (1%) of the member contribution and four percent (4%) of the employer contribution.

- D. It is understood that all contributions paid by the employee as described in Parts A through C above shall be calculated based upon the full base salary of the employee, plus any additional PERSable compensation, and any Employer Paid Member Contributions (EPMC).
- E. The City pays EPMC for the various "Tiers" as outlined above and reports the value of EPMC payments as special compensation. The parties agree that to the extent permitted by law, this is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(1)(F) as Value of Employer-Paid Member Contributions. The parties also agree that the City has no additional obligation or costs should CalPERS, the State or the IRS determine otherwise.

The City adopted a resolution providing that all employee CalPERS contributions shall be deducted on a pre-tax basis to the extent permitted by law or IRS regulation. All employee payments of the employer share are done pursuant to Government Code Section 20516(f)

- F. There shall be no sunset date to any provision in Section 28.
- G. The California Public Employees' Pension Reform Act of 2013 (PEPRA) - As it may from time to time exist, the PEPRA shall in its entirety be given full force and effect. Any provision in the 2014-20178 MOU which contradicts any provision of the PEPRA shall be deemed null and void, with the contrary PEPRA provision(s) being given full force and effect. Therefore, no provision of PEPRA shall be deemed to impair any provision of the 2014-20178 MOU. PEPRA includes, but is not limited to, the provisions described below: Unit members hired on and after January 1, 2013, deemed to be a "new member" as defined in Government Code § 7522.04, shall individually pay an initial Member CALPERS contribution rate of 50% of the normal cost rate for the Defined Benefit Plan in which said

"new member" is enrolled, rounded to the nearest quarter of 1%, or the current contribution rate of similarly situated employees, whichever is greater.

Unit members who are "new members" and miscellaneous employees on and after January 1, 2013, shall be enrolled in the 2% @ 62 retirement formula (Govt. Code § 7522.20).

Unit members who are "new members" on and after January 1, 2013, shall have "final compensation" measured by the highest average annual pensionable compensation earned by the member during a period of at least 36 consecutive months (Section 7522.32.), and their retirement benefits shall be calculated based on "pensionable compensation" (Section 7522.10) rather than "compensation earnable" (Section 20636).

- H In addition, the City has adopted the PARS Retirement Enhancement Plan generally described as 5% (one-half percent) at 55 or at 60, depending upon the employee's hire date, for all miscellaneous employees hired on or prior to December 31, 2012. To be eligible, employees must be at least age 56, have ten (10) years of full-time continuous service and retire from the City. This benefit will be paid to qualified retirees in addition to any CalPERS benefits to which they are entitled.

#### **SECTION 40: DEFERRED COMPENSATION**

Effective the first full pay period in July 2016, the City will match dollar for dollar up to \$25 per month in deferred compensation for any SBPEA covered employee who pays up to \$25 into deferred compensation through payroll deductions. (Example: if an employee puts \$25 per month of the pay they earned into deferred compensation, then the City will match the amount, up to the \$25 maximum, and pay \$25 towards that employee's deferred compensation).

Effective the first full pay period in July 2017, the City will match dollar for dollar up to \$50 per month in deferred compensation for any SBPEA covered employee who pays up to \$50 into deferred compensation through payroll deductions.

#### **SECTION 40 41: ADOPTION OF MOU**

This memorandum, between representatives of the City and the San Bernardino Public Employees Association, was adopted on September 17, 2014.

Side Letter of Agreement Between the City of Rancho Cucamonga and the San Bernardino Public Employees Association  
June 17, 2015  
Page 9

**SECTION 41 42: EFFECTIVE DATE**

The provisions of this memorandum of understanding are effective July 1, 2014 and shall continue for a ~~three~~ four-year period, ending June 30, ~~2017~~ 2018.

For The City of Rancho Cucamonga.

For the San Bernardino Public Employee Association:

\_\_\_\_\_  
John R. Gillison  
City Manager

\_\_\_\_\_  
Brett Lance  
SBPEA Teamsters Local 1932 President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael Moore  
SBPEA Teamsters Local 1932  
Business Representative

\_\_\_\_\_  
Date

Duly approved and adopted by the City Council at a public meeting this date of \_\_\_\_, June 2015.

\_\_\_\_\_  
Janice Reynolds, City Clerk



# STAFF REPORT

BUILDING AND SAFETY DEPARTMENT

**Date:** June 17, 2015

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

**From:** Trang Huynh, Building and Safety Services Director

**Subject:** CONSIDERATION OF APPROVAL OF AMENDMENT NO. 005 FOR THE FINAL PAYMENT TO PROVO ENGINEERING NOT TO EXCEED \$25,064 FROM THE BUILDING AND SAFETY'S BUDGETED ACCOUNT NUMBER 1001-302-5200- CONTRACT SERVICE. FOR CONTRACT FIRE PLAN CHECKS AND INSPECTIONS FOR VARIOUS CONSTRUCTION PROJECTS IN THE CITY DURING FISCAL YEAR 2014-2015.

---

## RECOMMENDATION

It is recommended that the City Council approve Amendment No. 005 for the final payment of \$25,064 to Provo Engineering under the contract CO 13-264 for the contract service of fire plan checks and inspections for different construction projects in the City to the end of fiscal year 2014-2015 budget, and authorize the Building and Safety Services Director to execute the Amendment accordingly.

## BACKGROUND/ANALYSIS

Provo Engineering has been providing contract service for fire plan checks and inspections for some large and unique construction projects for the Building and Safety Department during the last few years. With the recent big increase in large development projects and the department's transitional period of having new inspectors and the inspectors' training in new fire code regulations, the service of this consulting firm is required to maintain the great customer service and accommodate the needs of the development community to obtain timely approvals for fire plan checks and inspections.

This additional contract amount of \$25,064 will provide the contract service to the end of FY 2014-2015 and the money is available in the department's budget allocation and from salary savings of the vacant positions. This contract service from Provo Engineering will not be needed during the fiscal year of 2015-2016. The in-house inspection staff will assume the majority of the needed service in the future.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Trang Huynh", is written over the typed name and title.

Trang Huynh, P.E.  
Building and Safety Services Director

TH:dm

Attachment: Amendment No. 005

AMENDMENT NO. 005  
to  
Professional Services Agreement (CO #13-264)  
between  
Provo Engineering (hereinafter "Consultant")  
and  
City of Rancho Cucamonga (hereinafter the "City")

This Amendment No. 005 will serve to amend the Professional Services Agreement (hereinafter "Agreement"), CO# 13-264, to incorporate the following:

Revise Section 2. Term of Agreement. The term of this Agreement is for five (5) year(s) and this is the second (2nd) year of the five (5) year Agreement.

Amend Section 3. Compensation, from ... Contractor shall not exceed \$61,500 (Sixty-One Thousand, Five Hundred Dollars), ...

to,... Contractor shall not exceed \$86,564 (Eighty-Six Thousand, Five-Hundred Sixty Four Dollars)...

All other Terms and Conditions of the original Agreement CO#13-264, will remain in full effect.

IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Amendment by way of signature by both parties and on the date indicated below. Please return two (2) original signed copies to the City no later than June 10, 2015 . The City will process both copies for signature and provide Consultant with one (1) fully executed copy of the Amendment.

Provo Engineering

City of Rancho Cucamonga

By: *George Provencher* 6-10-15  
Name Date  
GEORGE PROVENCHER, OWNER  
Title

By: \_\_\_\_\_  
Name Date  
\_\_\_\_\_  
Title

By: *Maria Provencher* 6-10-15  
Name Date  
OWNER'S WIFE  
Title  
(two signatures required if corporation)

By: \_\_\_\_\_  
Name Date  
\_\_\_\_\_  
Title



# STAFF REPORT

CITY MANAGER'S OFFICE

**Date:** June 17, 2015

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

**From:** Michael Parmer, Management Analyst I

**Subject:** **APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH SPECIAL SERVICE FOR GROUPS (SSG) FOR SERVICES ASSOCIATED WITH THE DEVELOPMENT OF THE HEALTHY RC EVALUATION PLAN IN AN AMOUNT NOT TO EXCEED \$84,992 TO BE FUNDED FROM ACCOUNT NO. 1218107-5300/0-3731 (HEALTHY RC PROGRAM – CONTRACT SERVICES) IN ACCORDANCE WITH RFP #14/15-117**

---

## RECOMMENDATION

Staff recommends that the City Council approve a Professional Services Agreement with Special Service for Groups (SSG) for services associated with the development of the Healthy RC Evaluation Plan in an amount not to exceed \$84,992 to be funded from Account No. 1218107-5300/0-3731 (Healthy RC Program – Contract Services) in accordance with RFP #14/15-117.

## BACKGROUND/ANALYSIS

In 2014, the City Council adopted a comprehensive Healthy RC Strategic Plan, *Road Map for a Healthy Future in Rancho Cucamonga*, which identified broad goals and preliminary strategies for improving community health. The process to develop the Strategic Plan was multi-faceted, community-driven, and specified the community's priority health issues, population groups, and neighborhoods where Healthy RC will focus its health improvement efforts over the next five years.

As part of the Phase II of the Healthy RC Strategic Plan, one of the City Council's goals was the development of the Healthy RC Evaluation Plan. Council directed staff to develop a plan to identify the tools and performance indicators to measure the effectiveness of the Healthy RC Initiative.

On April 6, 2015, staff issued a Request for Proposals (RFP) for professional services to develop a Healthy RC Evaluation Plan. The RFP was intended to solicit vendors with specialized knowledge and experience in evaluating healthy cities initiatives and a demonstrated ability to use a community-driven process throughout evaluation plan development. A team of representatives from the City Manager's Office, Purchasing, and the San Bernardino County Public Health Department reviewed the qualifications of the responding vendors and conducted interviews with all candidates. SSG was selected based on their qualifications and experience in providing similar professional and evaluative services for community health initiatives.

Founded in 1952, SSG is a nonprofit organization that has a long history in community-based evaluations for government institutions. SSG has extensive experience engaging and empowering

APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH SPECIAL SERVICE FOR GROUPS (SSG) FOR SERVICES ASSOCIATED WITH THE DEVELOPMENT OF THE HEALTHY RC EVALUATION PLAN IN AN AMOUNT NOT TO EXCEED \$84,992 TO BE FUNDED FROM ACCOUNT NO. 1218107-5300/0-3731 (HEALTHYAM – CONTRACT SERVICES)

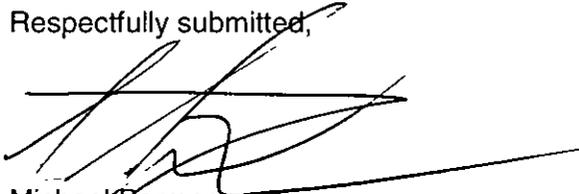
JUNE 17, 2015

public and government partnerships to evaluate community-based coalitions involved in complex initiatives such as Healthy RC.

**FISCAL IMPACT**

No fiscal impact to the General Fund. Funding for the development and implementation of the evaluation plan is covered through existing grant funds.

Respectfully submitted,



Michael Parmer  
Management Analyst I

# STAFF REPORT

PLANNING DEPARTMENT



**Date:** June 17, 2014  
**To:** Mayor and Members of the City Council  
**From:** Candyce Burnett, Planning Director  
**By:** Mike Smith, Associate Planner  
**Subject:** Second reading of Ordinance No. 874 approving Development Code Amendment DRC2014-00879 – City of Rancho Cucamonga – An Ordinance amending the Development Code to provide a Floor Area Ratio (FAR) for hotels and motels (only) in order to allow more flexibility in the size of these types of uses/developments located within the City.

---

**RECOMMENDATION:** Staff recommends that the City Council approve the second reading of Ordinance No. 874 as acted upon by the City Council at a public hearing at the June 3, 2015 meeting, thereby, approving text changes to Table 17.36.040-1 – Development Standards for Industrial Zoning Districts.

**BACKGROUND:** On June 3, 2015, staff provided an oral presentation at a public hearing to the City Council detailing the contents of Ordinance No. 874, revising Table 17.36.040-14 of the Development Code to incorporate new text. The purpose of the Ordinance is to revise the maximum floor area ratio for hotels and motels from 0.60 (60 percent) to 1.0 (100 percent) within the Industrial Park (IP) District. This amendment will apply to hotels and motels only, and only within the Industrial Park (IP) District. This amendment will ensure that opportunities for the development of hotels and motels are maximized in the Industrial Park (IP) District, and make the floor area ratio requirements that apply to them are consistent with some of the other Development Districts.

The City Council approved the proposed Ordinance after the first reading on June 3, 2015.

Respectfully submitted,



Candyce Burnett  
Planning Director

CB:MS/lis

## ORDINANCE NO. 874

AN ORDINANCE OF THE CITY COUNCIL OF RANCHO CUCAMONGA, CALIFORNIA, APPROVING DEVELOPMENT CODE AMENDMENT DRC2014-00879, A REQUEST TO AMEND THE DEVELOPMENT CODE TO PROVIDE A FLOOR AREA RATIO (FAR) OF 1.0 FOR HOTELS AND MOTELS (ONLY) IN THE INDUSTRIAL PARK DISTRICT IN ORDER TO ALLOW MORE FLEXIBILITY IN THE SIZE OF THESE TYPES OF USES/DEVELOPMENTS LOCATED WITHIN THE CITY AND MAKING FINDINGS IN SUPPORT THEREOF.

A. Recitals.

1. On April 8, 2015, the Planning Commission of the City of Rancho Cucamonga conducted a noticed public hearing with respect to the above referenced Development Code Amendment and, following the conclusion thereof, adopted its Resolution No. 15-26, recommending that the City Council of the City of Rancho Cucamonga adopt said Development Code Amendment.

2. On June 3, 2015, the City Council of the City of Rancho Cucamonga conducted a noticed public hearing on the Development Code Amendment and concluded the hearing on that date.

3. All legal prerequisites prior to the adoption of this Ordinance have occurred.

B. Ordinance.

The City Council of the City of Rancho Cucamonga does ordain as follows:

SECTION 1: This City Council hereby specifically finds that all of the facts set forth in the Recitals, Part A, of this Ordinance are true and correct.

SECTION 2: Based upon substantial evidence presented to the City Council during the above-referenced public hearing on June 3, 2015, including written and oral staff reports, together with public testimony, the City Council hereby specifically finds as follows:

a. The application applies to the Industrial Park (IP) District. The Industrial Park (IP) District is generally located between Foothill Boulevard, Rochester Avenue/Interstate 15, Hermosa Avenue, and 4th Street; and

b. The maximum floor area ratio (FAR) permitted in the Industrial Park (IP) District is currently 0.60 (60 percent); and

c. Per Table 17.30.030-1 of the Development Code, hotels and motels are permitted (or conditionally permitted) in six (6) development districts in the City: Mixed Use (MU), Office Professional (OP), General Commercial (GC), Regional Related Commercial (RRC), Commercial Office (CO), and Industrial Park (IP); and

d. The majority of the hotels and motels in the City are in the Industrial Park (IP) District; and

e. In order to ensure that opportunities for the development of hotels and motels are maximized in the Industrial Park (IP) District, and make the floor area ratio requirements that

CITY COUNCIL ORDINANCE NO. 874  
DEVELOPMENT CODE AMENDMENT DRC2014-00879  
CITY OF RANCHO CUCAMONGA  
JUNE 3, 2015  
Page 2

apply to them are consistent with some of the other Development Districts, it is proposed that the Development Code be amended in conjunction with General Plan Amendment DRC2014-00877, so that hotels and motels will be subject to a maximum floor area ratio of 1.0 (100 percent); and

f. The Section of the Code that will be amended is Table 17.36.040-1 and will read as shown in Exhibit O of the Staff Report and in Attachment A of this resolution; and

g. This amendment will apply to hotels and motels only, and only within the Industrial Park (IP) District; and

h. The amendment will not change any of the technical standards (building setbacks, building height, parking requirements, landscape coverage, etc.), design standards (architecture, site design, etc.), allowable land uses, and/or performance standards (noise, odors, hazardous materials, etc.) that currently apply within the Industrial Park (IP) District; and

i. The performance standards that apply to the Industrial Park (IP) District are the most restrictive of the performance standards that apply to the industrial district; and

j. The proposed amendment will apply to all parcels within the Industrial Park (IP) District; and

k. This request is in response to a proposed hotel of about 60,989 square feet on a parcel of about 91,000 square feet (2.08 acres) in the Industrial Park (IP) District located on the west side of Pittsburgh Drive, near the intersection with Mission Vista Drive, about 700 feet north of 4th Street - APN: 0229-341-11; and

l. The General Plan is being amended (Related file: General Plan Amendment DRC2015-00455) to correct, for example, inconsistencies between land use designations including the floor area ratio (FAR) that applies to hotels and motels. This General Plan Amendment was reviewed and approved by the City Council on May 20, 2015. The subject Development Code Amendment will conform to and not conflict with the General Plan, as amended, including without limitation, the Land Use Element thereof, and will provide for development in a manner consistent with the General Plan.

**SECTION 3:** Based upon the substantial evidence presented to this Council during the above referenced public hearing and upon the specific findings of facts set forth in Paragraphs 1 and 2 above, this Council hereby finds and concludes as follows:

a. The proposed Development Code Amendment does not conflict with the Land Use Policies of the General Plan and will provide for the logical development of the surrounding area; and

b. The proposed Development Code Amendment will not be detrimental to the public health, safety, or welfare or materially injurious to properties or improvements in the vicinity; and

c. The proposed Development Code Amendment is in conformance with the General Plan.

CITY COUNCIL ORDINANCE NO. 874  
DEVELOPMENT CODE AMENDMENT DRC2014-00879  
CITY OF RANCHO CUCAMONGA  
JUNE 3, 2015  
Page 3

SECTION 4: Table 17.30.030-1 entitled "Allowed Land Uses and Permit Requirements by Base Zoning District" is hereby deleted and replaced by Table 17.30.030-1 amended in words and figures as shown in Attachment A of this Ordinance.

SECTION 5: Based upon the facts and information contained in the proposed Mitigated Negative Declaration, together with all written and oral reports included for the environmental assessment for the application, the City Council finds that there is no substantial evidence that the project will have a significant effect upon the environment and adopts a Mitigated Negative Declaration and Monitoring Program as shown in the staff report, and incorporated herein by this reference, based upon the findings as follows:

a. Pursuant to the California Environmental Quality Act ("CEQA") and the City's local CEQA Guidelines, the City staff prepared an Initial Study of the potential environmental effects of the project. Based on the findings contained in that Initial Study, City staff determined that, with the imposition of mitigation measures, there would be no substantial evidence that the project would have a significant effect on the environment. Based on that determination, a Mitigated Negative Declaration was prepared. Thereafter, the City staff provided public notice of the public comment period and of the intent to adopt the Mitigated Negative Declaration.

b. The City Council has reviewed the Mitigated Negative Declaration and all comments received regarding the Mitigated Negative Declaration and, based on the whole record before it, finds: (i) that the Mitigated Negative Declaration was prepared in compliance with CEQA; and (ii) that, based on the imposition of mitigation measures, there is no substantial evidence that the project will have a significant effect on the environment. The City Council further finds that the Mitigated Negative Declaration reflects the independent judgment and analysis of the City Council. Based on these findings, the City Council hereby adopts the Mitigated Negative Declaration.

c. The City Council has also reviewed and considered the Mitigation Monitoring Program for the project that has been prepared pursuant to the requirements of Public Resources Code Section 21081.6 and finds that such Program is designed to ensure compliance with the mitigation measures during project implementation. The City Council therefore adopts the Mitigation Monitoring Program for the project.

d. The custodian of records for the Initial Study, Mitigated Negative Declaration, Mitigation Monitoring Program and all other materials which constitute the record of proceedings upon which the City Council's decision is based is the Planning Director of the City of Rancho Cucamonga. Those documents are available for public review in the Planning Department of the City of Rancho Cucamonga located at 10500 Civic Center Drive, Rancho Cucamonga, California 91730, telephone (909) 477-2750.

SECTION 6: Based upon the findings and conclusions set forth in Sections 1, 2, 3, 4, and 5 above, the City Council adopts Development Code Amendment DRC2014-00879 as identified in this Ordinance and as shown as Attachment A.

CITY COUNCIL ORDINANCE NO. 874  
DEVELOPMENT CODE AMENDMENT DRC2014-00879  
CITY OF RANCHO CUCAMONGA  
JUNE 3, 2015  
Page 4

SECTION 7: If any section, subsection, sentence, clause, phrase, or word of this Ordinance is, for any reason, deemed or held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, or preempted by legislative enactment, such decision or legislation shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Rancho Cucamonga hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or words thereof, regardless of the fact that any one or more sections, subsections, clauses, phrases, or words might subsequently be declared invalid or unconstitutional or preempted by subsequent legislation.

SECTION 8: The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published within 15 days after its passage at least once in the Inland Valley Daily Bulletin, a newspaper of general circulation published in the City of Ontario, California, and circulated in the City of Rancho Cucamonga, California.



# STAFF REPORT

PLANNING DEPARTMENT

Date: June 17, 2015

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

From: Candyce Burnett, Planning Director

By: Tom Grahn, Acting Senior Planner

Subject: Second reading of Ordinance No. 875 approving Zoning Map Amendment DRC2014-00547 – 7418 Archibald, LLC - A request to amend the Zoning Map from Low (L) Residential to High (H) Residential and to establish a Senior Housing Overlay Zoning District (SH) for 2.25 acres of land, located on the west side of Archibald Avenue, south of Base Line Road - APN: 0208-031-58 and 0208-031-59.

Second reading of Ordinance No. 876 adopting Development Agreement # \_\_\_\_\_ for the purpose of providing a Senior Housing Project in accordance with the Senior Housing Overlay Zoning District (SHOZD) including a deviation from certain development standards for the development of a 24,461 square foot, 60-unit senior apartment complex on 2.25 acres of land located on the west side of Archibald Avenue, south of Base Line Road - APN: 0208-031-58 and 0208-031-59.

**RECOMMENDATION:** Staff recommends the City Council approve the second reading of Ordinance Numbers 875 and 876, as acted upon by the City Council at a public hearing at the June 3, 2015 meeting, thereby approving an amendment to the Zoning Map and a Development Agreement for the purpose of developing a Senior Housing Project.

**BACKGROUND:** On June 3, 2015, staff provided an oral presentation at a public hearing to the City Council detailing Ordinance Numbers 875 and 876. Ordinance Number 875 will amend the Zoning Map from Low Residential to High Residential and Senior Housing Overlay District for 2.25 acres of land, located on the west side of Archibald, south of Base Line Road. Ordinance Number 876 will provide a Development Agreement for the purpose of developing a 24,641 square foot, 3-story, 60-unit senior apartment complex on 2.25 acres of land, located on the west side of Archibald Avenue, south of Base Line Road. At the conclusion of the public hearing, the City Council held a first reading for adoption of the Ordinances.

Respectfully submitted,

Candyce Burnett  
Planning Manager

CB:TG/ge

## ORDINANCE NO. 875

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA, APPROVING ZONING MAP AMENDMENT DRC2014-00547 TO CHANGE 2.25 ACRES OF LAND FROM LOW (L) RESIDENTIAL TO HIGH (H) RESIDENTIAL AND TO ESTABLISH A SENIOR HOUSING OVERLAY ZONING DISTRICT (SH), LOCATED ON THE WEST SIDE OF ARCHIBALD AVENUE, SOUTH OF BASE LINE ROAD; APN: 0208-031-58 AND 0208-031-59; AND MAKING FINDINGS IN SUPPORT THEREOF.

A. Recitals.

1. The applicant, 7418 Archibald, LLC, filed an application for Zoning Map Amendment DRC2014-00547, as described in the title of this Ordinance. Hereinafter in this Ordinance, the subject Zoning Map Amendment is referred to as "the application."

2. On the 13th of May 2015, the Planning Commission of the City of Rancho Cucamonga conducted a duly noticed public hearing with respect to the above referenced Zoning Map Amendment DRC2014-00547 and, following the conclusion thereof, adopted its Resolution No. 15-34, recommending that the City Council of the City of Rancho Cucamonga adopt said Zoning Map Amendment.

3. On the 3rd of June 2015, the City Council of the City of Rancho Cucamonga conducted a duly noticed public hearing on the Zoning Map Amendment and concluded said meeting on that date.

4. All legal prerequisites prior to the adoption of this Ordinance have occurred.

B. Ordinance.

The City Council of the City of Rancho Cucamonga does ordain as follows:

SECTION 1: This City Council hereby specifically finds that all of the facts set forth in the Recitals, Part A, of this Ordinance are true and correct.

SECTION 2: Based upon substantial evidence presented to the City Council during the above-referenced public hearing on June 3, 2015, including written and oral staff reports, together with public testimony, the City Council hereby specifically finds as follows:

a. The application applies to approximately 2.25 acres of land, basically a rectangular configuration, located on the west side of Archibald Avenue, south of Base Line Road, and is presently improved with a single family house. Said property is currently zoned as Low (L) Residential (2-4 du/ac); and

b. This proposed amendment will not have a significant impact on the environment as described in Section 4 of this resolution; and

c. The property to the north of the subject site is zoned High (H) Residential (24-30 du/ac) and is developed with an existing senior housing apartment complex (Villa Pacifica I) and Office Professional (OP) and is developed with the Archibald Library. The properties to the west are zoned Low (L) Residential and are developed with single-family homes. The property to the

CITY COUNCIL ORDINANCE NO. 875  
ZMA DRC2014-00547 – 7418 ARCHIBALD, LLC  
June 3, 2015  
Page 2

south is zoned Low (L) Residential and is developed with the First Baptist Church of Rancho Cucamonga; and

d. This amendment does not conflict with the Land Use Policies of the General Plan and will provide for development within the district in a manner consistent with the General Plan and with adjacent development. The proposed zoning designation will allow for development of the subject site consistent with the High (H) Residential District and Senior Housing Overlay Zoning District (SH), which is compatible with the adjacent High (H) Residential with Senior Housing Overlay Zoning District (SH) and Office Professional Districts in the immediate vicinity of the project site; and

e. This amendment promotes Goal HE-1 and Objective HE-1.1 of the General Plan in that future development of the site consistent with High Density Residential and Senior Housing Overlay Zoning District would contribute to providing a variety of housing types; and

f. That the amendment would not be materially injurious or detrimental to the adjacent properties in that similar development adjacent to the site already exists and would not have a significant impact on the environment as described in Section 4 of this resolution, nor the surrounding properties. The proposed land use designation change will be compatible with adjacent properties in the vicinity and will allow for the development of the subject site consistent with all applicable development standards; and

g. That the amendment would be consistent with the objectives of the Development Code to ensure orderly development. Changing the zoning district would allow for development that is consistent with the existing senior apartment complex to the north; and

h. That the proposed amendment is in conformance with the General Plan as it would establish High (H) Residential District and Senior Housing Overlay Zoning District (SH) on the subject property, which is consistent with the proposed General Plan Amendment DRC2014-00546 to amend the General Plan land use designation from Low to High Residential.

SECTION 3: Based upon the substantial evidence presented to this Council during the above-referenced public hearing and upon the specific findings of facts set forth in paragraphs 1 and 2 above, this Council hereby finds and concludes as follows:

a. That the subject property is suitable for the uses permitted in the proposed district in terms of access, size, and compatibility with existing land use in the surrounding area as evidenced by its frontage on a public street, the size of the parcel being suitable for the proposed land use designation, and the evidence of conveniently located commercial facilities for a senior population in the immediate area; and

b. That the proposed amendment would not have significant impacts on the environment nor the surrounding properties as evidenced by the existing multiple-family, single-family, and commercial activities in the immediate area; and

c. That the proposed amendment is in conformance with the General Plan, which contains provisions for High Residential land use designations.

CITY COUNCIL ORDINANCE NO. 875  
ZMA DRC2014-00547 – 7418 ARCHIBALD, LLC  
June 3, 2015  
Page 2

SECTION 4: Based upon the facts and information contained in the proposed Mitigated Negative Declaration, together with all written and oral reports included for the environmental assessment for the application, the City Council finds that there is no substantial evidence that the project will have a significant effect upon the environment and adopts a Mitigated Negative Declaration and Monitoring Program attached hereto, and incorporated herein by this reference, based upon the findings as follows:

a. Pursuant to the California Environmental Quality Act ("CEQA") and the City's local CEQA Guidelines, the City staff prepared an Initial Study of the potential environmental effects of the project. Based on the findings contained in that Initial Study, City staff determined that, with the imposition of mitigation measures, there would be no substantial evidence that the project would have a significant effect on the environment. Based on that determination, a Mitigated Negative Declaration was prepared. Thereafter, the City staff provided public notice of the public comment period and of the intent to adopt the Mitigated Negative Declaration; and

b. The City Council has reviewed the Mitigated Negative Declaration and all comments received regarding the Mitigated Negative Declaration and, based on the whole record before it, finds: (i) that the Mitigated Negative Declaration was prepared in compliance with CEQA; and (ii) that, based on the imposition of mitigation measures, there is no substantial evidence that the project will have a significant effect on the environment. The City Council further finds that the Mitigated Negative Declaration reflects the independent judgment and analysis of the City Council. Based on these findings, the City Council hereby adopts the Mitigated Negative Declaration; and

c. The City Council has also reviewed and considered the Mitigation Monitoring Program for the project that has been prepared pursuant to the requirements of Public Resources Code Section 21081.6 and finds that such Program is designed to ensure compliance with the mitigation measures during project implementation. The City Council therefore adopts the Mitigation Monitoring Program for the project; and

d. The custodian of records for the Initial Study, Mitigated Negative Declaration, Mitigation Monitoring Program and all other materials which constitute the record of proceedings upon which the City Council's decision is the Planning Director of the City of Rancho Cucamonga. Those documents are available for public review in the Planning Department of the City of Rancho Cucamonga located at 10500 Civic Center Drive, Rancho Cucamonga, California 91730, telephone (909) 477-2750.

SECTION 5: The Zoning Map is hereby amended to change the project site land use district from Low (L) Residential to High (H) Residential and Senior Housing Overlay Zoning District (SH), in words and figures, as shown in the attached Exhibit "A."

SECTION 6: If any section, subsection, sentence, clause, phrase, or word of this Ordinance is, for any reason, deemed or held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, or preempted by legislative enactment, such decision or legislation shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Rancho Cucamonga hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or words thereof, regardless of the fact that any one or

CITY COUNCIL ORDINANCE NO. 875  
ZMA DRC2014-00547 – 7418 ARCHIBALD, LLC  
June 3, 2015  
Page 2

more sections, subsections, clauses, phrases, or words might subsequently be declared invalid or unconstitutional or preempted by subsequent legislation.

SECTION 7: The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published within 15 days after its passage at least once in the Inland Valley Daily Bulletin, a newspaper of general circulation published in the City of Ontario, California, and circulated in the City of Rancho Cucamonga, California.

## ORDINANCE NO. 876

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA APPROVING DEVELOPMENT AGREEMENT DRC2014-00610 FOR THE PURPOSE OF PROVIDING A SENIOR HOUSING PROJECT IN ACCORDANCE WITH THE SENIOR HOUSING OVERLAY ZONING DISTRICT (SHOZD) INCLUDING A DEVIATION FROM CERTAIN DEVELOPMENT STANDARDS FOR THE DEVELOPMENT OF A 24,641 SQUARE FOOT, 60-UNIT SENIOR APARTMENT COMPLEX ON 2.25 ACRES OF LAND LOCATED ON THE WEST SIDE OF ARCHIBALD AVENUE, SOUTH OF BASE LINE ROAD; APN: 0208-031-58 AND 0208-031-59.

A. Recitals.

1. California Government Code Section 65864 provides, in pertinent part, as follows:

“The Legislature finds and declares that:

- a. The lack of certainty in the approval of development projects can result in a waste of resources, escalate the cost of housing and other development to the consumer, and discourage investment in, and commitment to, comprehensive planning which would make maximum efficient utilization of resources at the least economic cost to the public.

- b. Assurance to the applicant for a development project that upon approval of the project, the applicant may proceed with the project in accordance with existing policies, rules and regulations, and subject to conditions of approval, will strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic costs of development.

2. California Government Code Section 65865 provides, in pertinent part, as follows:

- a. Any city, county, or city and county, may enter into a development agreement with any person having a legal or equitable interest in real property for the development of the property as provided in this article.

3. California Government Code Section 65865.2 provides, in pertinent part, as follows:

- a. A development agreement shall specify the duration of the agreement, the permitted uses of the property, the density or intensity of use, the maximum height and size of proposed buildings, and provisions for reservation or dedication of land for public purposes. The development agreement may include conditions, terms, restrictions, and requirements for subsequent discretionary actions, provided that such conditions, terms, restrictions, and requirements for subsequent discretionary actions shall not prevent development of the land for the uses and to the density or intensity of development set forth in the agreement.”

4. Attached to this Ordinance, marked as Exhibit A and incorporated herein by this reference is proposed Development Agreement DRC2014-00610, concerning that property located on the west side of Archibald Avenue, south of Base Line Road, and as described in the title of this Ordinance. Hereinafter in this Ordinance, the Development Agreement attached hereto as Exhibit A is referred to as the “Development Agreement” as “the application.”

CITY COUNCIL ORDINANCE NO. 876  
DA DRC2014-00610 – 7418 ARCHIBALD, LLC  
June 3, 2015  
Page 2

5. On the 13th of May 2015, the Planning Commission of the City of Rancho Cucamonga conducted a duly noticed public hearing with respect to the above referenced Development Agreement and, following the conclusion thereof, adopted its Resolution No. 15-35, recommending that the City Council of the City of Rancho Cucamonga adopt said Development Agreement.

6. On the 3rd of June 2015, the City Council of the City of Rancho Cucamonga conducted a duly noticed public hearing on the Development Agreement and concluded said meeting on that date.

7. All legal prerequisites prior to the adoption of this Ordinance have occurred.

B. Ordinance.

The City Council of the City of Rancho Cucamonga does ordain as follows:

SECTION 1: This City Council hereby specifically finds that all of the facts set forth in the Recitals, Part A, of this Ordinance are true and correct.

SECTION 2: Based upon substantial evidence presented to the City Council during the above-referenced public hearing on June 3, 2015, including written and oral staff reports, together with public testimony, the City Council hereby specifically finds as follows:

a. The proposed Development Agreement and each and every term and provision contained therein conforms to the General Plan of the City of Rancho Cucamonga as amended by DRC2014-00546, a request to amend the General Plan land use designation for the subject property from Low to High Residential, and conforms to the Zoning Map of the City of Rancho Cucamonga as amended by DRC2014-00547, a request to amend the Zoning Map land use district from the Low (L) Residential District to the High (H) Residential District and Senior Housing Overlay Zoning District (SHOD); and

b. The proposed Development Agreement is consistent with the objectives, policies, and general land uses specified in the General Plan and any applicable Specific Plans; and

c. The proposed Development Agreement is compatible and in conformity with public convenience, general welfare, and good land use and zoning practice; and

d. The proposed Development Agreement will not be detrimental to the health, safety, and general welfare of the City; and

e. The proposed Development Agreement will not adversely affect the orderly development of property or the preservation of property values; and

f. The location, design, and purposes set forth in this proposed Development Agreement are compatible with the character of existing development in the vicinity; and

SECTION 3: Based upon the facts and information contained in the proposed Mitigated Negative Declaration, together with all written and oral reports included for the environmental

CITY COUNCIL ORDINANCE NO. 876  
DA DRC2014-00610 – 7418 ARCHIBALD, LLC  
June 3, 2015  
Page 2

assessment for the application, the City Council finds that there is no substantial evidence that the project will have a significant effect upon the environment and adopts a Mitigated Negative Declaration and Monitoring Program attached hereto, and incorporated herein by this reference, based upon the findings as follows:

a. Pursuant to the California Environmental Quality Act ("CEQA") and the City's local CEQA Guidelines, the City staff prepared an Initial Study of the potential environmental effects of the project. Based on the findings contained in that Initial Study, City staff determined that, with the imposition of mitigation measures, there would be no substantial evidence that the project would have a significant effect on the environment. Based on that determination, a Mitigated Negative Declaration was prepared. Thereafter, the City staff provided public notice of the public comment period and of the intent to adopt the Mitigated Negative Declaration; and

b. The City Council has reviewed the Mitigated Negative Declaration and all comments received regarding the Mitigated Negative Declaration and, based on the whole record before it, finds: (i) that the Mitigated Negative Declaration was prepared in compliance with CEQA; and (ii) that, based on the imposition of mitigation measures, there is no substantial evidence that the project will have a significant effect on the environment. The City Council further finds that the Mitigated Negative Declaration reflects the independent judgment and analysis of the City Council. Based on these findings, the City Council hereby adopts the Mitigated Negative Declaration; and

c. The City Council has also reviewed and considered the Mitigation Monitoring Program for the project that has been prepared pursuant to the requirements of Public Resources Code Section 21081.6 and finds that such Program is designed to ensure compliance with the mitigation measures during project implementation. The City Council therefore adopts the Mitigation Monitoring Program for the project; and

d. The custodian of records for the Initial Study, Mitigated Negative Declaration, Mitigation Monitoring Program and all other materials which constitute the record of proceedings upon which the City Council's decision is the Planning Director of the City of Rancho Cucamonga. Those documents are available for public review in the Planning Department of the City of Rancho Cucamonga located at 10500 Civic Center Drive, Rancho Cucamonga, California 91730, telephone (909) 477-2750.

SECTION 4: It is expressly found that the public necessity, general welfare, and good zoning practice require the approval of the Development Agreement.

SECTION 5: This Council hereby approves Development Agreement DRC2014-00610, attached hereto as Exhibit A.

SECTION 6: If any section, subsection, sentence, clause, phrase, or word of this Ordinance is, for any reason, deemed or held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, or preempted by legislative enactment, such decision or legislation shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Rancho Cucamonga hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or words thereof, regardless of the fact that any one or more sections, subsections, clauses, phrases, or words might subsequently be declared invalid or unconstitutional or preempted by subsequent legislation.

CITY COUNCIL ORDINANCE NO. 876  
DA DRC2014-00610 – 7418 ARCHIBALD, LLC  
June 3, 2015  
Page 2

SECTION 7: The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published within 15 days after its passage at least once in the Inland Valley Daily Bulletin, a newspaper of general circulation published in the City of Ontario, California, and circulated in the City of Rancho Cucamonga, California.



# STAFF REPORT

PLANNING DEPARTMENT

Date: June 17, 2015

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

From: Candyce Burnett, Planning Director

By: Tabe van der Zwaag, Associate Planner

Subject: Second Reading of Ordinance No. 877 an Ordinance of the City Council of the City of Rancho Cucamonga, California, approving Victoria Community Plan Amendment DRC2014-00561, a request to change the Victoria Community Plan zoning designation from School (S) to Low Medium (LM) residential (4-8 dwelling units per acre) for a 6.5 acre site located on the northwest corner of Kenyon Way and Lark Drive in the Victoria Community Plan; and making findings in support thereof – APN: 1089-011-04.

## **RECOMMENDATION:**

Staff recommends the City Council approve the second reading of Ordinance No. 877 as acted upon by the City Council at a public hearing at the June 3, 2015, meeting, thereby amending the zoning designation of 6.5 acres of land from School (S) to Low Medium (LM) Residential (4-8 dwelling units per acre).

## **BACKGROUND:**

On June 3, 2015, staff provided an oral presentation at a public hearing to the City Council detailing the zoning designation change prescribed in Ordinance No. 877. The Ordinance amends the zoning designation for a 6.5-acre parcel of land within the Victoria Community Plan from School (S) to Low Medium (LM) Residential (4-8 dwelling units per acre). Ordinance No. 877 brings zoning consistency between General Plan land use designation and the Victoria Community Plan zoning designation for the project site.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Candyce Burnett", is written over the typed name.

Candyce Burnett  
Planning Director

CB:TV/ge

## ORDINANCE NO. 877

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA, APPROVING VICTORIA COMMUNITY PLAN AMENDMENT DRC2014-00561, A REQUEST TO CHANGE THE VICTORIA COMMUNITY PLAN ZONING DESIGNATION FROM SCHOOL (S) TO LOW MEDIUM (LM) RESIDENTIAL (4-8 DWELLING UNITS PER ACRE) FOR A 6.5 ACRE SITE LOCATED ON THE NORTHWEST CORNER OF KENYON WAY AND LARK DRIVE IN THE VICTORIA COMMUNITY PLAN; AND MAKING FINDINGS IN SUPPORT THEREOF – APN: 1089-011-04.

A. Recitals.

1. On March 11, 2015, the Planning Commission of the City of Rancho Cucamonga conducted a noticed public hearing with respect to the above referenced Victoria Community Plan Amendment and, following the conclusion thereof, adopted its Resolution No. 15-19, recommending that the City Council of the City of Rancho Cucamonga adopt said Victoria Community Plan Amendment.

2. On the 3rd day of June 2015, the City Council of the City of Rancho Cucamonga conducted a noticed public hearing on the proposed amendment and concluded said hearing on that date.

3. All legal prerequisites prior to the adoption of this Ordinance have occurred.

B. Ordinance

NOW, THEREFORE, it is hereby found, determined, and resolved by the City Council of the City of Rancho Cucamonga as follows:

SECTION 1: This Council hereby specifically finds that all of the facts set forth in the Recitals, Part A, of this Ordinance are true and correct.

SECTION 2: Based upon the substantial evidence presented to this Council during the above-referenced public hearing on June 3, 2015, including written and oral staff reports, together with public testimony, this Council hereby specifically finds as follows:

a. The ordinance applies to a property located on the northwest corner of Kenyon Way and Lark Drive in the School (S) Zoning District; and

b. The project site is approximately 650 feet from east to west and 400 feet from north to south; and

c. To the north, south and east is single-family development within the Low Medium (LM) Zoning District; to the west is a public park within the Park (P) Zoning District; and

d. The Victoria Community Plan zoning designation for the project site is School (S). The Etiwanda School District has determined that the site is not needed as a school site; and

e. The amendment will change the Victoria Community Plan zoning designation to Low Medium (LM) residential, in conformance with the existing land use designations for residential development to the north, south and east of the project site.

CITY COUNCIL ORDINANCE NO. 877  
VICTORIA COMMUNITY PLAN AMENDMENT DRC2014-00561  
CALDWELL LAND SERVICES  
JUNE 3, 2015  
Page 2

f. The amendment will bring the Victoria Community Plan zoning designation for the project site into conformance with the General Plan Land Use Map.

**SECTION 3:** Based upon the substantial evidence presented to this Council during the above-referenced public hearing and upon the specific findings of facts set forth in Paragraphs 1 and 2 above, this Council hereby finds and concludes as follows:

a. The proposed amendment does not conflict with the Land Use Policies of the General Plan and will provide for the development, within the district, in a manner consistent with the General Plan and with related development. As a Land Use Policy, the General Plan states that new development should be accommodated in a manner that integrates it into the physical structure of the City, is a logical extension of existing infrastructure improvements and there are adequate public services available to serve the development. The proposed zoning amendment will implement the Land Use Policies outlined above and will not be inconsistent with the density or quality of existing development within the Victoria Community Plan area and the City.

b. The proposed amendment does promote the goals and objectives of the Development Code which in turn are consistent with and implement the goals and objectives of the General Plan. These goals include promoting the economical and efficient use of land, promoting design and construction techniques that are responsive to the environment, and promoting development compatible with the surrounding neighborhood. The proposed zoning amendment will result in development that is consistent with these goals and objectives and will be indistinguishable in overall quality and design from existing development in the surrounding area.

c. The proposed amendment will not be detrimental to the public health, safety, or welfare or materially injurious to properties or improvements in the vicinity. The proposed zoning amendment will not increase the density of development in the surrounding area and will thus not increase traffic in a manner that is beyond what the roads were designed to accommodate or overwhelm the existing public facilities in the surrounding area; and

d. The proposed amendment is in conformance with the General Plan. The General Plan states that the Low Medium (LM) designation is characterized by detached and attached housing structures that contain either one or two individual dwelling units with a density range of 4 to 8 dwelling units per acre. The proposed zoning amendment will be fully compliant with the General Plan; and

e. The proposed amendment is consistent with the objectives of the Development Code. The Development Code states that the Low Medium (LM) zoning district is intended as an area for Low Medium density single-family or multi-family use with site development regulations that assure development compatible with the nearby single-family neighborhoods. The project site is being subdivided for the development of single-family residences at a density of 4 to 8 dwelling units per acre and will become an integral part of the surrounding area.

**SECTION 4:** The Victoria Community Plan Zoning Map is hereby by amended as shown in Attachment A of this Ordinance.

**SECTION 5:** Based upon the facts and information contained in the proposed Mitigated Negative Declaration, together with all written and oral reports included for the environmental assessment for the application, the City Council finds that there is no substantial evidence that the

CITY COUNCIL ORDINANCE NO. 877  
VICTORIA COMMUNITY PLAN AMENDMENT DRC2014-00561  
CALDWELL LAND SERVICES  
JUNE 3, 2015  
Page 3

project will have a significant effect upon the environment and adopts a Mitigated Negative Declaration and Monitoring Program attached hereto, and incorporated herein by this reference, based upon the findings as follows:

a. Pursuant to the California Environmental Quality Act ("CEQA") and the City's local CEQA Guidelines, the City staff prepared an Initial Study of the potential environmental effects of the project. Based on the findings contained in that Initial Study, City staff determined that, with the imposition of mitigation measures, there would be no substantial evidence that the project would have a significant effect on the environment. Based on that determination, a Mitigated Negative Declaration was prepared. Thereafter, the City staff provided public notice of the public comment period and of the intent to adopt the Mitigated Negative Declaration.

b. The City Council has reviewed the Mitigated Negative Declaration and all comments received regarding the Mitigated Negative Declaration and, based on the whole record before it, finds: (i) that the Mitigated Negative Declaration was prepared in compliance with CEQA; and (ii) that, based on the imposition of mitigation measures, there is no substantial evidence that the project will have a significant effect on the environment. The City Council further finds that the Mitigated Negative Declaration reflects the independent judgment and analysis of the City Council. Based on these findings, the City Council hereby adopts the Mitigated Negative Declaration.

c. The City Council has also reviewed and considered the Mitigation Monitoring Program for the project that has been prepared pursuant to the requirements of Public Resources Code Section 21081.6 and finds that such Program is designed to ensure compliance with the mitigation measures during project implementation. The City Council therefore adopts the Mitigation Monitoring Program for the project.

d. The custodian of records for the Initial Study, Mitigated Negative Declaration, Mitigation Monitoring Program and all other materials which constitute the record of proceedings upon which the Planning Commission's decision is based is the Planning Director of the City of Rancho Cucamonga. Those documents are available for public review in the Planning Department of the City of Rancho Cucamonga located at 10500 Civic Center Drive, Rancho Cucamonga, California 91730, telephone (909) 477-2750.

**SECTION 6:** Based upon the findings and conclusion set forth in Paragraphs 1, 2, 3, and 4 above, the City Council adopts Victoria Community Plan Amendment DRC2014-00561 as identified in this Ordinance and shown in Attachment A of this Ordinance.

**SECTION 7:** If any section, subsection, sentence, clause, phrase, or word of this Ordinance is, for any reason, deemed or held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, or preempted by legislative enactment, such decision or legislation shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Rancho Cucamonga hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or words thereof, regardless of the fact that any one or more sections, subsections, clauses, phrases, or words might subsequently be declared invalid or unconstitutional or preempted by subsequent legislation.

**SECTION 8:** The City Clerk shall certify the adoption of this Ordinance.

# STAFF REPORT

---



## PLANNING DEPARTMENT

Date: June 17, 2015

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

From: Candyce Burnett, Planning Director

By: Mayuko Nakajima, Assistant Planner

Subject: Consideration of Time Extension DRC2015-00469 – Ranch Haven, LLC And Golden Meadowland, LLC – A request for a one (1) year time extension of an existing Development Agreement (DRC2002-00156) regarding an approved project of 358 single-family lots on approximately 150.79 acres of land within the Etiwanda North Specific Plan, located south of the Southern California Edison corridor between Etiwanda Avenue and East Avenue. APN: 1087-081-19, 20, 21, 22, 23, 24. Related Files: Annexation DRC2002-00865, Tentative Tract SUBTT16072, Development Agreement Amendment DRC2013-00883. Staff has found the project to be within the scope of the project covered by a prior Environmental Impact Report (SCH#2002091053) certified by the City of Rancho Cucamonga in July 2004, and it does not raise or create new environmental impacts not already considered in that Environmental Impact Report.

---

**RECOMMENDATION:** Staff recommends approval of a one (1) year Time Extension DRC2015-00469, by adoption of the attached Resolution of Approval.

### ANALYSIS:

- A. **BACKGROUND:** The project site is located within the Upper Etiwanda Neighborhood of the Etiwanda North Specific Plan. Project entitlements included Tentative Tract Map SUBTT16072, Annexation DRC2002-00865, and the associated Development Agreement DRC2002-00156 for the development of 150.79 acres with 358 single-family lots, located south of the Southern California Edison corridor between Etiwanda Avenue and East Avenue. This project is just south of the Traigh Pacific project for the development of 269 single-family lots on approximately 168.77 acres of land.

The Development Agreement and project entitlements were originally reviewed and approved by the Planning Commission on May 12, 2004. An appeal of the Planning Commission's decision on the project was filed, which was subsequently denied by the City Council on June 16, 2004. The project was ultimately approved by the City Council on July 7, 2004 (Exhibit A). However, because of litigation over the project and a subsequent settlement agreement, the effective date of the Development Agreement became August 17, 2005. Since the agreement is in effect for ten (10) years, the expiration date is August 17, 2015.

- B. **REQUEST:** Previously owned by Richland Pinehurst Inc., the property is currently owned by Ranch Haven, LLC and Golden Meadowland LLC. On March 27, 2012, Traigh Pacific (the development to the north) submitted a request to amend the terms of their Development Agreement. Traigh Pacific could not perform on providing the required equestrian facilities as

CITY COUNCIL STAFF REPORT

TIME EXTENSION DRC2015-00469 - RANCH HAVEN, LLC AND GOLDEN MEADOWLAND, LLC

June 17, 2015

Page 2

originally contemplated in the Development Agreement and the current developers have been working with City staff to find solutions to fulfill this requirement. The Traigh Pacific Development Agreement was approved for a one (1) year time extension on November 19, 2014, setting the new expiration date for that Development Agreement to January 18, 2016. Although the subject Development Agreement and the Traigh Pacific are two separate Development Agreements, staff is negotiating the terms of both Development Agreements at the same time. As the expiration date is nearing, staff has initiated a time extension application for an additional year to provide additional time to properly negotiate. Any future amendments to the Development Agreements will be subject to a separate action.

In September 2012, the City officially adopted an updated Development Code. Included in the Update was a new section that allows for the extension of time for all entitlements. Per Section 17.14.090(C), an initial time extension request may be granted that extends the expiration date for up to two (2) years from the original expiration date. Time extension requests are subject to the review and approval by the same authority that approved the original project. The request is for a one (1) year extension for the Development Agreement only. If the time extension request is granted, the approval of the development agreement will expire on August 17, 2016.

STATUS OF RELATED ENTITLEMENTS:

- C. Planning Commission and Review Committees: The Planning Commission reviewed and approved the residential development project on May 12, 2004. All of the review committees (Grading, Technical, Design) analyzed the original project and recommended approval to the Planning Commission. Committee conditions were subsequently incorporated into the Resolution of Approval for the project. As the applicant does not propose any changes to the project in conjunction with this time extension request for the Development Agreement, no further actions by any of the Committees or Commission are necessary. The original conditions of approval would continue to apply per Section 17.14.090 (C)(2).
- D. Tentative Tract Map SUBTT16072: The associated tentative tract map is not included in this time extension request. Tentative Tract Map 16072 was approved on June 16, 2004, and was set to expire on June 16, 2007. The State legislature passed four bills: SB 1185, AB333 and AB208, and AB116, which automatically extended the duration of the approval period for all tentative maps that were set to expire on or before January 1, 2011 (SB1185), on or before January 1, 2012 (AB333) on or before January 1, 2014 (AB208), on or before July 13, 2013 (AB116). Furthermore, the applicant was granted an additional 2 years with the approval of two Time Extension requests on June 13, 2007 (Planning Commission Resolution No. 07-26) and May 28, 2008 (Planning Commission Resolution No. 08-25), respectively. The duration of the combined time extensions granted by all four State bills, as well as the two Time Extensions approved sets the expiration date to June 16, 2016. The applicant is still eligible for up to three additional time extension requests. The following table below illustrates the associated approval and expiration dates:

	<i>Approval Date</i>	<i>Expiration Date</i>
Original Approval	June 16, 2004	June 16, 2007
1 <sup>st</sup> time extension	June 13, 2007	June 16, 2008
2 <sup>nd</sup> time extension	May 28, 2008	June 16, 2009
SB1185	Automatic plus 1 year	June 16, 2010
AB333	Automatic plus 2 years	June 16, 2012
AB208	Automatic plus 2 years	June 16, 2014
AB116	Automatic plus 2 years	June 16, 2016

## CITY COUNCIL STAFF REPORT

TIME EXTENSION DRC2015-00469 - RANCH HAVEN, LLC AND GOLDEN MEADOWLAND, LLC

June 17, 2015

Page 3

Environmental Assessment: Pursuant to the California Environmental Quality Act (CEQA) and the City's local CEQA Guidelines, the City Council certified an Environmental Impact Report on July 7, 2004 (State Clearing House #2002091053) in connection with the City's approval of Annexation DRC2002-00865, Tentative Tract SUBTT16072 and Development Agreement DRC2002-00156.

Pursuant to CEQA Guidelines Section 15162, no subsequent or supplemental EIR or Negative Declaration is required in connection with subsequent discretionary approvals of the same project unless: (i) substantial changes are proposed to the project that indicate new or more severe impacts on the environment; (ii) substantial changes have occurred in the circumstances under which the project was previously reviewed that indicates new or more severe environmental impacts; or (iii) new important information shows the project will have new or more severe impacts than previously considered; or (iv) additional mitigation measures are now feasible to reduce impacts or different mitigation measures can be imposed to substantially reduce impacts.

Staff has evaluated the request for an extension of the Development Agreement and concludes that substantial changes to the project or the circumstances surrounding the project have not occurred and are not proposed which would create new or more severe impacts than those evaluated in the previously certified EIR. In that the request would provide additional time for the developer to work with the City to address requirements of the Development Agreement, staff finds that the extension will not have one or more significant effects not discussed in the previously certified EIR, not have more severe effects than previously analyzed, and that additional or different mitigation measures are not required to reduce the impacts of the project to a level of less-than-significant. Therefore, pursuant to CEQA, staff recommends that the City Council concur with the staff determination that no additional environmental review is required in connection with the City's consideration of the time extension for Development Agreement (DRC2002-00156).

CORRESPONDENCE: Per Section 17.14.050 of the Development Code, this item was advertised as a public hearing in the Inland Valley Daily Bulletin newspaper, the property was posted, and notices were mailed to all property owners within a 660-foot radius of the project site. No correspondence has been received.

Respectfully submitted,



Candyce Burnett  
Planning Director

CB:MN/ls

Attachments: Exhibit A - Ordinance No. 725 for Development Agreement (DRC2002-00156)  
Draft Resolution of Approval for Time Extension DRC2015-00469

## RESOLUTION NO. 15-092

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA, APPROVING A REQUEST TO EXTEND THE DURATION OF AN EXISTING DEVELOPMENT AGREEMENT BY AN ADDITIONAL ONE (1) YEAR FOR DRC2002-00156, AN AGREEMENT FOR AN APPROVED PROJECT OF 358 SINGLE FAMILY LOTS ON APPROXIMATELY 150.79 ACRES OF LAND WITHIN THE ETIWANDA NORTH SPECIFIC PLAN, LOCATED SOUTH OF THE SOUTHERN CALIFORNIA EDSION CORRIDOR BETWEEN ETIWANDA AVENUE AND EAST AVENUE; AND MAKING FINDINGS IN SUPPORT THEREOF - APN: 1087-081-19, 20, 21, 22, 23, 24.

A. Recitals.

1. The City of Rancho Cucamonga, on behalf of Ranch Haven, LLC and Golden Meadowland LLC (property owners), filed an application for the extension of the term for a Development Agreement (time extension), as described in the title of this Resolution. Hereinafter in this Resolution, the subject time extension request is referred to as "the application."

2. On July 7, 2004, this Council adopted its Ordinance No. 725, thereby approving the Development Agreement subject to specific conditions and time limits.

3. On June 17, 2015, the City Council of the City of Rancho Cucamonga conducted a public hearing on the application and concluded said hearing on that date.

4. The Effective Date of the Development Agreement was August 17, 2005. Since the agreement runs for ten years, the expiration date is August 17, 2015.

5. All legal prerequisites prior to the adoption of this Resolution have occurred.

B. Resolution.

NOW, THEREFORE, it is hereby found, determined, and resolved by the City Council of the City of Rancho Cucamonga as follows:

1. This City Council hereby specifically finds that all of the facts set forth in the Recitals, Part A, of this Resolution are true and correct.

2. Based upon substantial evidence presented to this City Council during the above-referenced hearing on June 17, 2015, including written and oral staff reports, this Council hereby specifically finds as follows:

a. The applicant does not propose any changes to the original project in conjunction with this time extension request; and

RESOLUTION NO. 15-092  
DEVELOPMENT AGREEMENT TIME EXTENSION – RANCH HAVEN, LLC AND GOLDEN  
MEADOWLAND, LLC  
JUNE 17, 2015

b. A one-year (1) extension of the Development Agreement will not cause significant inconsistencies with the current General Plan, Specific Plan, ordinances, plans, codes and policies; and

c. The extension of the Development Agreement will not be detrimental to the public health, safety, or welfare, or materially injurious to properties or improvements in the vicinity; and

d. The extension request was received within the time limits established by Section 17.14.090 (C) of the Development Code.

3. Based upon the facts and information contained in the application, together with all written and oral reports included for the environmental assessment for the application, the City Council finds that no subsequent or supplemental environmental document is required pursuant to the California Environmental Quality Act (CEQA) in connection with the review and approval of this application based upon the following findings and determinations:

a. Pursuant to the California Environmental Quality Act ("CEQA") and the City's local CEQA Guidelines, the City Council certified an Environmental Impact Report on July 7, 2004 (State Clearing House #2002091053) in connection with the City's approval of Annexation DRC2002-00865, Tentative Tract SUBTT16072 and Development Agreement DRC2002-00156. Pursuant to CEQA Guidelines Section 15162, no subsequent or supplemental EIR or Negative Declaration is required in connection with subsequent discretionary approvals of the same project unless: (i) substantial changes are proposed to the project that indicate new or more severe impacts on the environment; (ii) substantial changes have occurred in the circumstances under which the project was previously reviewed that indicates new or more severe environmental impacts; or (iii) new important information shows the project will have new or more severe impacts than previously considered; or (iv) additional mitigation measures are now feasible to reduce impacts or different mitigation measures can be imposed to substantially reduce impacts. Staff has evaluated the request for an extension of the Development Agreement and concludes that substantial changes to the project or the circumstances surrounding the project have not occurred and are not proposed which would create new or more severe impacts than those evaluated in the previously certified EIR. In that the request would provide additional time for the developer to work with the City to address requirements of the Development Agreement, staff finds that the extension will not have one or more significant effects not discussed in the previously certified EIR, not have more severe effects than previously analyzed, and that additional or different mitigation measures are not required to reduce the impacts of the project to a level of less-than-significant.

b. Based on these findings and all evidence in the record, the City Council concurs with the staff determination that no additional environmental review is required pursuant to CEQA in connection with the City's consideration of the Time Extension DRC2015-00469 for Development Agreement DRC2002-00156.

4. Based upon the findings and conclusions set forth in Paragraphs 1, 2, and 3 above, this Council hereby extends the term of Development Agreement DRC2002-00156 by an additional one (1) year, attached thereto and incorporated herein by this reference, to expire on August 17, 2016.

5. The Secretary to this Council shall certify to the adoption of this Resolution.

RESOLUTION NO. 15-092  
DEVELOPMENT AGREEMENT TIME EXTENSION – RANCH HAVEN, LLC AND GOLDEN  
MEADOWLAND, LLC  
JUNE 17, 2015

APPROVED AND ADOPTED THIS 17TH DAY OF JUNE 2015

CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA

BY: \_\_\_\_\_  
L. Dennis Michael, Mayor

I, \_\_\_\_\_, City Clerk of the City of Rancho Cucamonga, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council held on the 17th day of June 2015, and was finally passed at a regular meeting of the City Council of the City of Rancho Cucamonga held on the \_\_\_\_ day of \_\_\_\_\_, 2015, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

## ORDINANCE NO. 725

AN ORDINANCE OF THE CITY OF RANCHO CUCAMONGA CALIFORNIA, APPROVING DEVELOPMENT AGREEMENT DRC2002-00156, A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF RANCHO CUCAMONGA AND RICHLAND-PINEHURST, INC., FOR THE PURPOSE OF DEVELOPING AN APPROXIMATE 150.8 ACRE SITE WITH UP TO 358 RESIDENTIAL LOTS, FOR PROPERTIES GENERALLY LOCATED ON THE NORTH SIDE OF WILSON AVENUE BETWEEN ETIWANDA AVENUE AND EAST AVENUE – APN: 0225-083-01, 12, 13, 15, 16, AND 20.

**A. RECITALS.**

1. California Government Code Section 65864 provides, in pertinent part, as follows:

"The Legislature finds and declares that:

- (a) The lack of certainty in the approval of development projects can result in a waste of resources, escalate the cost of housing and other development to the consumer, and discourage investment in and commitment to comprehensive planning, which would make maximum efficient utilization of resources at the least economic cost to the public.
- (b) Assurance to the applicant for a development project that upon approval of the project, the applicant may proceed with the project in accordance with existing policies, rules and regulations, and subject to conditions of approval, will strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic costs of development."

2. California Government Code Section 65865 provides, in pertinent part, as follows:

"(a)Any city...may enter into a development agreement with any person having a legal or equitable interest in real property for the development of the property as provided in this article..."

3. California Government Code Section 65865.2 provides, in part, as follows:

"A development agreement shall specify the duration of the agreement, the permitted uses of the property, the density or intensity of use, the maximum height and size of proposed buildings, and provisions for reservation or dedication of land for public purposes. The development agreement may include conditions, terms, restrictions, and requirements for subsequent discretionary actions, provided that such conditions, terms, restrictions, and requirements for discretionary actions shall not prevent development of the land for the uses and to the density or intensity of development set forth in the agreement..."

4. Attached to this Ordinance, marked as Exhibit "A" and incorporated herein by this reference, is proposed Development Agreement DRC2002-00156, concerning that property generally located at the northwest corner of Wilson Avenue and East Avenue and legally described in the attached Development Agreement. Hereinafter in this Ordinance, the Development Agreement attached hereto as Exhibit "A" is referred to as the "Development Agreement."
5. On May 12, 2004, the Planning Commission of the City of Rancho Cucamonga held a duly noticed public hearing concerning the Development Agreement and concluded said hearing on that date and recommended approval through adoption of its Resolution No. 04-57.
6. On June 2, 2004 and continued to June 16, 2004, the City Council of the City of Rancho Cucamonga conducted a duly noticed public hearing regarding the Development Agreement.
7. All legal prerequisites prior to the adoption of this Ordinance have occurred.

**B. ORDINANCE.**

**NOW, THEREFORE,** the City Council of the City of Rancho Cucamonga does hereby find, determine, and ordain as follows:

**SECTION 1:** This Council hereby specifically finds that all of the facts set forth in the Recitals, Part A, of this Ordinance are true and correct.

**SECTION 2:** Based upon the facts and information contained in the record of this project, the City Council makes the following findings and statements, and takes the following actions, pursuant to the California Environmental Quality Act (CEQA) (Public Resources Code Section 21000 *et. seq.*):

- a. Richland Pinehurst, Inc. (the "Applicant") seeks approval of a series of actions related to the annexation of land from unincorporated San Bernardino County into the City of Rancho Cucamonga, the approval of Tentative Tract Map SUBTT16072, and associated Development Agreement. The actions also include the development of 358 single-family housing units on approximately 150.8 acres. The total area to be annexed is approximately 160 acres. The average density of the development is approximately 2.38 dwelling units per gross acre for the entire site. These series of actions and approvals are hereinafter defined in this Ordinance as the "Project."

- b. The Applicant has submitted the following applications relating to the Project: Annexation DRC2002-00865, Tentative Tract Map SUBTT16072, and Development Agreement DRC2002-00156 (collectively the "Project Applications"). These Project Applications, as well as the appeal of the Planning Commission's approval of Tentative Tract Map SUBTT16072, constitute the matters involving the Project, which are submitted to the City Council for decision and action.
- c. The City of Rancho Cucamonga, acting as the lead agency, prepared the Draft Environmental Impact Report (EIR) for the Project, including certain technical appendices (the "Appendices") to the Draft EIR (State Clearinghouse No. 2002091053). The Draft EIR was circulated for a 45-day public review and comment period from December 2, 2003 through January 21, 2004. Comments were received during that period and written responses were prepared and sent to all persons and entities submitting comments. Those comments and the responses thereto have been included in the Final EIR, as have the Appendices to the Draft EIR. Those documents together comprise the Final EIR.
- d. The City Council finds that the Final EIR was completed pursuant to CEQA, and the State Guidelines for Implementation of CEQA, 14 California Code of Regulations, Section 15000, et. seq. ("the Guidelines"). By Resolution No. 04-204, the City Council has certified the Final EIR as being in compliance with the requirements of CEQA.
- e. The City Council finds that the Final EIR was presented to the City Council and that the City Council reviewed and considered the information in the Final EIR and has reached its own conclusions with respect to the Project and as to whether and how to approve the various components of the Project approvals.
- f. The City Council finds that the Final EIR represents the independent judgment of the City Council of the City of Rancho Cucamonga and adequately addresses the impacts of the Project and imposes appropriate mitigation measures for the Project.
- g. Public Resources Code Section 21081 provides that no public agency shall approve or carry out a project for which an environmental impact report has been completed which identifies one or more significant environmental effects unless the public agency makes one or more of the following findings with respect to each significant effect:
  - I. Changes or alterations have been required in, or incorporated into the project, which mitigate or avoid the significant environmental effects thereof as identified in the completed environmental impact report.

- ii. Such changes or alterations are within the responsibility and jurisdiction of another public agency and such changes have been adopted by such agency or can and should be adopted by such other agency.
  - iii. Specific economic, social or other considerations make infeasible the mitigation measures or project alternatives identified in the environmental impact report.
- h. The City Council finds, based upon the Initial Study, the Final EIR, public comments, public agency comments, and the entire record before it, that the Project may create significant impacts in the areas of Geology and Soils, Biological Resources, Transportation/Traffic, Air Quality, Noise, Aesthetics, Cultural Resources, and Public Services and Utilities. However, changes or alterations have been required in, or incorporated into the Project, which will mitigate, and in some cases, avoid the significant impacts. The specific changes and alterations required, and a brief explanation of the rationale for the findings with regard to each impact, are contained in the "CEQA Findings" for the Project (Exhibit "F" to the June 16, 2004 City Council Staff Report) and are incorporated herein by reference. In addition to the rationale and explanation contained in the "CEQA Findings," the City Council makes the following additional findings regarding the impacts to the resources and services listed in this paragraph:
- i. **Geology and Soils.** The Final EIR identifies that development of the Project will expose people and structures to risks associated with seismic hazards, slope instability, and foundation instability. With respect to seismic hazards, this risk arises because of the existence of regional faults located in the area and the existence of the Etiwanda Avenue Scarp fault that runs northeasterly across the Project site. The risks presented by these faults include, fault-induced ground rupture, seismically induced slope instability, ground lurching, seismically induced settlement, and seismic ground shaking. Mitigation measures are imposed which require the Applicant to set back structures north of the Etiwanda Avenue Scarp thrust fault by at least 100 feet and to set back all structures south of that fault zone by 50 feet (Mitigation Measure GS-1). All structures within Seismic Zone 4 of the site shall be designed in accordance with the Uniform Building Code and general engineering standards for seismic safety (Mitigation Measure GS-2). In addition, graded slopes will be designed to resist seismically induced failures, loose, cohesionless soils located on the surface of the site shall be removed and properly recompacted, and low density native surficial and artificial fills shall be removed and recompacted or exported offsite. (Mitigation

Measures GS-3 – GS-5). Based on these mitigation measures, the City Council finds that the potential for fault-induced ground rupture, seismically induced slope instability, ground lurching, and seismically induced settlement will be mitigated to a level of less than significant. The City Council finds that even after these mitigation measures, the risks of seismic ground shaking will not be reduced to less than significant levels.

With respect to slope instability, graded slopes are proposed on the Project site, with gradients for the slopes to be variable to provide a natural visual appearance, and cut and fill slopes of approximately 40 feet high are proposed to be constructed. Mitigation Measure GS-6 is imposed which requires additional stabilization measures for potentially unstable graded slopes exceeding 15 feet in height. Based on this mitigation measure, the City Council finds that the potential for slope instability will be mitigated to a level of less than significant.

With respect to foundation instability, the upper few feet of native soil onsite and uncontrolled fills existing on the site are potentially compressible. Because of variation in grain size within alluvial fan deposits on the site, potential collapse of soil material may result in localized areas. The presence of oversized rocks on the site and the removal of such rocks can result in deficiencies of fill material. Mitigation measures are imposed which require the Applicant to remove and recompact potentially compressible soils (Mitigation Measure GS-7), to identify methods for eliminating the potential for collapsible soils and after construction, to minimize the infiltration of water into subsurface soils by proper surface drainage (Mitigation Measure GS-8), and to relocate oversized rocks on the Project site during grading operations to reduce the potential deficiency of fill materials (Mitigation Measure GS-9). Based on these mitigation measures, the City Council finds that the potential for foundation instability will be mitigated to a level of less than significant.

- ii. **Biological Resources.** The Final EIR indicates that, prior to the Grand Prix fire of October 2003, that area was previously covered with California Buckwheat-White Sage Scrub (44.1 acres), White Sage Scrub (82.5 acres), Scalebroom Scrub (11.2 acres), non-native grassland (2.1 acres), disturbed and cleared areas (6.0 acres) and ornamental landscaping (4.1 acres). In categorizing the vegetation in accordance with the "Holland System," the Final EIR identifies Riversidean Alluvial Fan Sage Scrub (RAFSS) divided into two subgroups: the Etiwanda Alluvial Fan Group (171.3 acres), the Prickly Group/Alluvial Chaparral Group (39.5 acres). In addition, the final EIR identifies an area of Ornamental

Woodland and Disturbed plants (13.8 acres). The proposed Project would result in the loss of approximately 147.7 acres of Riversidean Alluvial Fan Sage Scrub (RAFSS). In addition, the Final EIR identifies 213 trees that satisfy the City's criteria for "heritage trees," 15 sensitive plant species as occurring within the general vicinity of the Project site, and the existence of Plummer's mariposa lily plants (a sensitive species) on the site. To mitigate impacts for the loss of approximately 147.7 acres of RAFSS, a mitigation measure is imposed to require the Applicant to acquire 147.7 acres of land within or near the North Etiwanda Open Space and Habitat Preservation Program (NEOSHPP) area that supports similar RAFSS habitat (Mitigation Measure B-1). In addition, measures are imposed to ensure limits are kept on grading activities, that new landscaping is consistent with native landscaping, that lighting is controlled into areas of sensitive wildlife habitat, and that future residents of the Project are informed about sensitive wildlife areas and encouraged not to plant invasive plants (Mitigation Measures B-2 – B-5). To mitigate impacts to common plant species, all 213 heritage trees shall be removed and replaced with native trees at a replacement ratio of one to one (Mitigation Measure B-6). With respect to sensitive plant species, prior to the issuance of a grading permit, focused surveys for Plummer's mariposa lily shall be conducted by a qualified biologist for possible collection and relocation (Mitigation Measure B-7). Based on these mitigation measures, the City Council finds that the impacts to natural plant communities, common plant species and sensitive plant species will be mitigated to a level of less than significant.

The Final EIR indicates that the site is within the critical habitat of the federally listed endangered San Bernardino kangaroo rat. However, protocol surveys were conducted in 2001 and 2002 and revealed no presence of this species on the site. The site is also within the known range and within designated critical habitat for the federally listed threatened coastal California gnatcatcher. In addition, species of concern were found on the site which include the Northwestern San Diego pocket mouse, the San Diego desert wood rat, and the Los Angeles little pocket mouse. The site does support nesting habitat for raptor species and suitable habitat for the San Diego horned lizard and orange-throated whiptail (state species of special concern). In addition, 1.13 acres of waters would be affected and drainage courses would be impacted by the Project. To address these impacts, a mitigation measure is imposed to provide follow-up focus surveys for the San Bernardino kangaroo rat and the coastal California gnatcatcher prior to issuance of grading permits (Mitigation Measures B-8 and B-9). A qualified biological monitor will be on-site during grading

to reduce mortality to sensitive species, including rodent species and incidental species (Mitigation Measure B-10).—If grading activities occur during active nesting season, a field survey will be conducted to preserve any active nests and the areas around them until the nesting cycle is complete (Mitigation Measure B-11). With respect to impacts on waters and streambeds, the Applicant shall obtain required permits from the U.S. Army Corps of Engineers and the California Department of Fish and Game and comply with those permit requirements (Mitigation Measure B-12). Based on these mitigation measures, the City Council finds that the impacts to sensitive wildlife species, and jurisdictional areas (waters and streambeds) will be mitigated to a level of less than significance.

- iii. Transportation/Traffic. The Final EIR indicates that the proposed Project will increase vehicle trips and impact the Level of Service (LOS) along arterial streets and intersections. LOS levels of "D" or better do not represent a significant traffic impact, whereas LOS levels of "E" or worse do represent a significant traffic impact. Specifically, the Final EIR found that Project traffic, together with other anticipated traffic, will likely cause traffic flow to be deficient by experiencing a LOS of "F" during the AM peak hour at the intersections of Etiwanda Avenue at Banyan Street, Etiwanda Avenue at Highland Avenue, and East Avenue at Banyan Street. During the PM peak hour, the intersection of Etiwanda Avenue at Banyan Street, which will operate at an LOS of "E". At build-out, certain intersections in the immediate area will have LOS levels of "F". Mitigation Measures are imposed to require the Applicant to construct various roadway improvements at certain phases of the Project. For example, during the opening year of the Project, the Applicant will be required to construct Wilson Avenue from Etiwanda Avenue to East Avenue and to make various improvements to East Avenue (Mitigation Measures TT-3 – TT-5). The Applicant will also be required to construct Etiwanda Avenue from the north Project boundary to Golden Prairie Drive at its ultimate half-section width (Mitigation Measure TT-6). In addition, traffic signals, turn lanes and other improvements are required at various intersections in the vicinity of the Project (Mitigation Measures TT-7 and TT-8). Finally, the Applicant will be required to contribute its fair share toward the cost of off-site roadway improvements (TT-1 and TT-2). Based on these mitigation measures, the City Council finds that the impacts of the Project on traffic and circulation will be mitigated to a level of less than significant.

iv. **Air Quality.** The City Council finds, based upon the Initial Study, the Final EIR, public comments, public agency comments, and the entire record before it, that the Project may create significant and unavoidable impacts to air quality. Specifically, the Final EIR identifies that short-term emissions from construction-related activities are likely to exceed the thresholds of significance specified by the South Coast Air Quality Management District (SCAQMD). Short-term emissions are caused by fugitive dust and other particulate matter, exhaust emissions generated by earthmoving activities and operation of grading equipment, emissions generated during building construction as a result of equipment and vehicle operation, electrical consumption, and coating and paint applications. During the building phase of the Project, levels of nitrogen oxide (NO<sub>x</sub>), reactive organic compounds (ROC) and atmospheric particulates (PM<sub>10</sub>) will likely exceed the recommended SCAQMD daily thresholds, and NO<sub>x</sub> and ROC emissions will likely exceed the recommended SCAQMD quarterly thresholds, thereby resulting in significant short-term air quality impacts. Long-term emissions are caused by motor vehicle emissions and emissions from the consumption of natural gas and electricity, the use of landscape equipment, and the storage and use of consumer products. These emissions exceed the recommended SCAQMD thresholds for NO<sub>x</sub>, Carbon Monoxide (CO) and ROC. Mitigation measures for short-term impacts upon air quality are imposed on the Project (Mitigation Measure AQ-1 – AQ-10) which will require various dust control measures, emission control measures and off-site actions. Included in those measures are requirements to limit the treat the site with water or other soil-stability agents, sweep haul roads, suspend grading operations when wind speeds exceed 25 miles per hour, apply chemical soil stabilizers to inactive construction areas, select equipment based on low emission factors, use only low volatility paints and architectural coatings, and implement temporary traffic control during soil transport activities. Mitigation measures for long-term impacts upon air quality are imposed on the Project (Mitigation Measure AQ-11 – AQ-13) which require the Applicant to participate in the cost of off-site traffic signal installation and synchronization through payment of a mitigation fee, equip the residential structures with energy efficient appliances, and coordinate bus routing with transit agencies to determine locations and feasibility of providing bus stop shelters at Applicant's expense. The City Council finds that with implementation of the recommended measures, short and long-term emissions will be reduced, and that the Project's contribution to regional emission of criteria pollutants will be minimized. However, the City Council finds that despite the imposition of all these comprehensive mitigation measures, short-term construction emissions (building phase) will exceed SCAQMD's thresholds for ROC and NO<sub>x</sub>, and that long-term stationary and mobile emissions will exceed applicable thresholds for NO<sub>x</sub>, CO and ROC, and therefore, would remain significant after mitigation.

- v. **Noise.** The Final EIR identifies the likelihood of short-term impacts on ambient noise levels during construction of the Project. The primary source of construction noise is heavy equipment associated with construction activities, such as trucks, graders, bulldozers, concrete mixers, cranes and portable generators with high levels of sound generation. In addition, the Final EIR identifies the likelihood of long-term significant noise impacts on residences proposed on the perimeter of the Project site and adjacent to Etiwanda Avenue, Wilson Avenue, and East Avenue. For short-term noise impacts, mitigation measures are imposed that will require the construction contractors to equip all construction equipment with properly operating and maintained mufflers, implement specific noise reduction measures when construction takes place near existing residences, locate equipment staging areas away from sensitive receptors, and comply with the City's Development Code for hours of construction activity – 6:30 a.m. to 8:00 p.m., Monday through Saturday, with no construction to take place on Sundays or holidays (Mitigation Measures N-1 – N-4). To address long-term impacts to certain residential structures within the Project, sound barriers shall be placed at specified locations near Project road intersections and perimeter street intersections, and residential structures fronting on Etiwanda Avenue, Wilson Avenue and East Avenue will have mechanical ventilation so that windows can remain closed, and upgraded windows and other improvements will be installed on said residential structures so that interior noise levels are reduced to 45 dB CNEL or less (Mitigation Measures N-5 – N-6). Based on these mitigation measures, the City Council finds that the short term and long-term noise impacts from the Project will be mitigated to less than significant levels.
- vi. **Aesthetics.** The Final EIR indicates that implementation of the proposed residential community may substantially alter the existing character of the Project site as well as views of the San Gabriel Mountains. In addition, the proposed Project and the cumulative effect of development in the Project vicinity may permanently alter the visual landscape of the San Gabriel Mountains. To address these impacts, landscaping and perimeter walls shall be installed, landscaped transitions will be made between developed and the natural un-built environment, a strong landscaped edge will be required along roadways adjacent to the Project, utilities will be undergrounded where feasible, and trees and structures shall be used to frame and orient views at key locations (Mitigation Measures AES-1 – AES-5). Based on these mitigation measures, the City Council finds that although the implementation of the above mitigation measures will mitigate visual impacts associated with the proposed Project to a level that is less than significant, the cumulative impact of the Project upon aesthetics as well as future development in the Project vicinity will remain significant and unavoidable.

**vii. Cultural Resources.** The Final EIR indicates that three archeological sites are within the Project area. It is also likely that prehistoric remains may still be buried at these sites. To mitigate for the potential loss in Native American archeological resources, ~~the Applicant is required to retain a City-approved archeologist to~~ develop an archaeological mitigation plan and a discovery/treatment plan. These plans will require the monitoring of 50 percent of the excavation activities, the treatment of found material and its recordation, mapping and disposition (Mitigation Measures CR-1 – CR-6). The Final EIR also identifies the possible presence of buried fossilized remains. To mitigate these impacts, the Applicant shall retain a City-approved paleontologist to monitor excavation activities and to prepare, identify and curate all recovered fossils for documentation and transfer to an appropriate depository. (Mitigation Measures CR-7 – CR-11). Based on these mitigation measures, the City Council finds that the impacts of the Project on archeological and paleontological resources will be mitigated to less than significant levels.

**viii. Public Services and Utilities.** The Final EIR identifies that the proposed Project will create a demand for fire services, water services, wastewater services, and schools, and will contribute to cumulative impacts to the need for water supplies, wastewater treatment, and schools. Mitigation Measures have been imposed to require the Applicant to obtain approval of the specific designs for fire flow and proposed fire resistant materials (Mitigation Measure F-1), pay a water service development fee (Mitigation Measure W-1), utilize a xeriscape landscape and irrigation design to conserve water on Project common areas (Mitigation Measure W-2), provide funds to the Cucamonga County Water District for sewer service prior to occupancy (Mitigation Measure WW-1), and pay the required school impact fee as required by Government Code Section 65995, which is deemed to constitute full and complete mitigation of the Project's impacts to schools (Mitigation Measure S-1). Based on these mitigation measures and requirements, the City Council finds that the impacts of the Project on public services and utilities will be mitigated to less than significant levels.

**i.** The Project is also anticipated to have the potential to create contaminated runoff containing compounds such as landscaped chemicals and automotive fluids. To reduce this impact, the Applicant will be required to prepare a Storm Water Pollution Protection Plan (SWPPP) and file a Notice of Intent with the Regional Water Quality Control Board (RWQCB). As part of standard construction practices, best management practices (BMPs) are required to ensure that potentially harmful chemicals or pollutants are not discharged from the site. These measures include sandbags, temporary diversion and temporary containment areas. Based on these requirements, the City Council finds that the impacts of the Project on hydrology and water quality will be reduced to less than significant levels.

- j. The City Council finds, based on the Final EIR, that after implementation of the proposed mitigation measures, the following impacts associated with the proposed Project would remain significant: geology and soils (seismic ground shaking), air quality (short-term and long-term emissions), and aesthetics/visual (cumulative views).
- k. The City Council finds, based on the Final EIR, that the Project will not create significant growth inducing impacts because the Project will be an extension of existing residential development to the west and the Project is consistent with development contemplated in the 2001 General Plan update as well as the Etiwanda North Specific Plan approved in 1991. The City Council also finds that the Project would result in an irretrievable commitment of natural resources (energy demands) and land.
- l. The Final EIR describes a range of alternatives to the Project that might fulfill basic objectives of the Project. These alternatives include the required "No Project/No Development" alternative, the "Retention of Riversidean Alluvial Fan Sage Scrub Alternative," and the "Less Intense Development" Alternative. As set forth below, the alternatives identified in the EIR are not feasible because they would not achieve the basic objectives of the Project or would do so only to a much smaller degree and, therefore, leave unaddressed the significant economic, infrastructure, and General Plan goals that the Project is intended to accomplish, and are thus infeasible due to social and economic considerations, and/or they are infeasible because they would not eliminate the adverse environmental impacts of the proposed Project. Accordingly, each of the alternatives is infeasible. In making this finding, the City Council determines as follows:
- i. The objectives of the Project are:
- a. To provide single-family housing units consistent with the intent of the City's General Plan and the Etiwanda North Specific Plan.
  - b. To annex the proposed tentative tract into the City of Rancho Cucamonga.
  - c. To create a project that is generally consistent and compatible with other existing and proposed uses in the vicinity of the project and the community of Etiwanda in general.
  - d. To provide project infrastructure including streets, water and sewer mains, and flood control consistent with City and regional plans related to these services.

- e. To phase the development of the proposed project to ensure adequate utilities are provided.
- 
- f. To design and landscape the proposed project to create an aesthetically pleasing living environment.
- 
- ii. The "No Project/No Development" Alternative assumes that no new land uses would be constructed on the Project site and that the site would remain vacant and undeveloped. Although this alternative is environmentally superior to the proposed Project, it would not meet any of the Project objectives. As the subject property is under private ownership, the elimination of future development within a previously approved Specific Plan is not legally or financially feasible. Therefore this alternative is rejected.
- 
- iii. The "Retention of Riversidean Alluvial Fan Sage Scrub" Alternative assumes that all vegetation classified as RAFFS are not affected by development. As the Project site contains approximately 10.6 to 13.8 acres of disturbed or ornamental woodland, this alternative would only involve the development of those 10.6 to 13.8 acres. Based on the same residential density as the proposed Project (i.e. 2.4 units per acre), 25 to 33 single-family housing units would be constructed. Although this level of development could eliminate the potential significant unavoidable effects associated with the loss of RAFFS, this alternative would not meet the objectives of the Project, including, but not limited to, providing single-family housing units consistent with the intent of the Etiwanda North Specific Plan. In addition, the City Council finds, based on substantial evidence, that it is not economically feasible for the Applicant to construct the required infrastructure as contemplated by the Etiwanda North Specific Plan while constructing only 25 to 33 housing units on the entire property. The City Council specifically finds the required improvements to roadways, pipelines, water supplies, and other infrastructure would not be economically feasible with a return on investment of only 25 to 33 housing units.
- 
- iv. The "Less Intense Development" Alternative is an alternative that attempts to avoid all significant, unavoidable, adverse long-term air emission impacts. To accomplish this result, approximately 104 housing units would need to be eliminated. This would result in approximately 255 residential units on the site with an average dwelling unit per acre density of approximately 1.7 units per acre compared with the proposed 2.4 units per acre. This project density is not consistent with the Etiwanda North Specific Plan and would not meet many of the objectives of the proposed Project.

m. Mitigation measures described in the Mitigation Monitoring Program will avoid or substantially lessen the potentially significant ~~environmental effects of the Project.~~ Further, the environmental, physical, social, economic and other benefits of the Project, as set forth in this section and in the "CEQA Findings" for the Project (Exhibit "F" to the June 16, 2004 City Council Staff Report), which is incorporated herein by this reference, outweigh any unavoidable, significant, adverse impacts that may occur as a result of the Project. Therefore, due to overriding benefits of the Project and because the alternatives identified in the Final EIR are not feasible, as discussed in paragraph l above, the City Council hereby finds, based on substantial evidence presented during the June 2, 2004 and June 16, 2004 public hearing, including written and oral staff reports and public testimony, that any unavoidable impacts of the Project, including the mitigated but unavoidable impacts from seismic ground shaking, the short-term and long-term impacts to air quality, and the cumulative impacts to aesthetics from the permanent alteration of the visual landscape of this region, are acceptable based on the findings contained herein and in the "CEQA Findings" for the Project. This determination shall constitute a statement of overriding considerations within the meaning of CEQA and is based on any one of the following environmental and other benefits of the Project identified in the Final EIR and the record of the City Council's proceedings:

- i. Provision for the use of land consistent with the established policies and goals of the City of Rancho Cucamonga General Plan, Etiwanda North Specific Plan, City Development Code, and all other City Development guidelines;
- ii. Annexation of the 150-acre Project site and adjacent 10.0-acre area into the City of Rancho Cucamonga;
- iii. Implementation and consistency with the policies and goals of the City of Rancho Cucamonga General Plan, Etiwanda North Specific Plan, City Development Code and all other City development guidelines;
- iv. Creation of a Project that is generally consistent and compatible with other existing and proposed uses in the vicinity of the Project and community of Etiwanda in general;
- v. Provision of Project infrastructure including streets, water and sewer mains, and flood control consistent with City and regional plans related to these services.
- vi. Phasing of the development of the proposed Project to ensure adequate utilities are provided;

- vii. Integration of the Project with the character of the surrounding neighborhoods and establishment of a development that results in logical, coordinated growth;
  - viii. Provision of a system of public/community facilities, including trails, open space areas, and landscaping to support the residents of the Project and surrounding area in an efficient and timely manner;
  - ix. Design and landscaping of the proposed Project to create an aesthetically pleasing living environment.
- n. The mitigation measures in the Final EIR that correspond to the environmental impacts which may result from the Project are hereby adopted and made a condition of approval of, or incorporated into, the Project. The City Council also hereby adopts the "Mitigation Monitoring Plan" attached as Exhibit "H" to the June 16, 2004 City Council Staff Report for this Project. The Mitigation Monitoring Plan will be used to monitor compliance with the mitigation measures and conditions that have been adopted or made a condition of Project approval as set forth in this Section of this Ordinance and Exhibit "H" to the June 16, 2004 City Council Staff Report.
  - o. Pursuant to provisions of California Public Resources Code Section 21089 (b), the findings contained in this Ordinance shall not be operative, vested or final until all required filing fees assessed pursuant to California Fish and Game Code Section 711.4, together with any required handling charges, are paid to the County Clerk of the County of San Bernardino.

**SECTION 3:** The City Council finds that the Development Agreement does comply with the requirements of California Government Code Sections 65865 through 65869.5 in that the Development Agreement does specify in detail and contains the following:

- a. Provisions are included in Section 3(A) of the Development Agreement requiring periodic review of the Agreement at least every twelve months, at which time the applicant shall be required to demonstrate good faith compliance with the terms of the Agreement (California Government Code Section 65865.1).
- b. The duration of the Development Agreement is specified in Section 1(B) of the Agreement as being for ten (10) years (Government Code Section 65865.2).

- c. The permitted uses of the property, the density and intensity of use, the maximum height and size of the proposed structures, and other required provisions are referred to in Section 2(A) of the Development Agreement (Government Code Section 65865.2).
- d. The Development Agreement includes conditions, terms, restrictions and requirements for subsequent discretionary actions in Section 2(B) of the Agreement (Government Code Section 65865.2).
- e. The Development Agreement includes terms and conditions in Section 2(C)7 that require the developer to improve portions of public streets around the perimeter of the property and provide for and improve streets inside the development (Government Code Section 65865.2).
- f. The Development Agreement specifies that the Project is to be constructed in coordination with the construction of certain public infrastructure improvements as specified in Section 2 of the Agreement. (Government Code Section 65865.2).

**SECTION 4:** Based upon substantial evidence presented during the above-referenced public hearing on June 2, 2004 and June 16, 2004, including written and oral staff reports, together with public testimony, this Council hereby specifically finds that the Development Agreement will provide for development which is consistent with the Rancho Cucamonga General Plan. The City Council bases its findings of consistency with the General Plan on the compliance of the project entitlements specified in the Development Agreement with the General Plan's land use designation for the site, the fact that the project entitlements specified in the Development Agreement provide for the extension of the low density image of Old Etiwanda into the area as provided in General Plan Policy 2.4.4.5, the fact that the proposed uses set forth in the Development Agreement are compatible with the character of existing development in the vicinity, and that the Development Agreement is consistent with the General Plan's intent to keep substantial portions of the Etiwanda North Specific Plan area as open space.

**SECTION 5:** Based on substantial evidence presented during the above-referenced public hearing on June 2, 2004 and June 16, 2004, including written and oral staff reports, together with public testimony, the City Council hereby specifically finds that the Development Agreement will provide for development which is consistent with the Etiwanda North Specific Plan. The City

Council bases its findings of consistency with the Project's consistency with the Etiwanda North Specific Plan land use designations for the site and the fact that the Project is designed to contain a trails system, provide for views of the mountains, and will comply with the Specific Plan's requirements for landscape treatments and required walls, fencing, lighting and community entry that is consistent with the design scheme specified in the Etiwanda North Specific Plan.

**SECTION 6:** Based on the findings contained in this Ordinance, this City Council hereby approves Development Agreement DRC2003-00751, attached hereto as Exhibit "A."

**SECTION 7:** The Mayor shall sign this Ordinance and the City Clerk shall cause the same to be published within 15 days after its passage at least once in the Inland Valley Daily Bulletin, a newspaper of general circulation published in the City of Ontario, California, and circulated in the City of Rancho Cucamonga, California. Upon the effective date of this Ordinance, the Mayor shall execute the Development Agreement on behalf of the City and the City Clerk shall cause the Agreement to be recorded in the offices of the County Recorder for the County of San Bernardino at the time and as required by law.

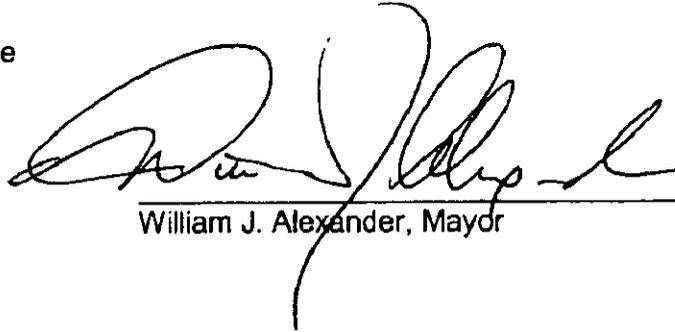
**PASSED, APPROVED, AND ADOPTED** this 7<sup>th</sup> day of July 2004.

**AYES:** Alexander, Gutierrez, Howdyshehl, Kurth, Williams

**NOES:** None

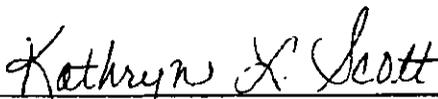
**ABSENT:** None

**ABSTAINED:** None



William J. Alexander, Mayor

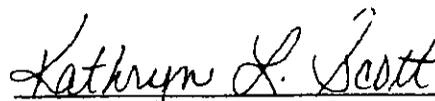
**ATTEST:**



Kathryn L. Scott, CMC, Deputy City Clerk

I, **KATHRYN L. SCOTT, DEPUTY CITY CLERK** of the City of Rancho Cucamonga, California, do hereby certify that the foregoing Ordinance was introduced at a Regular Meeting of the Council of the City of Rancho Cucamonga held on the 16<sup>th</sup> day of June 2004, and was passed at a Regular Meeting of the City Council of the City of Rancho Cucamonga held on the 7<sup>th</sup> day July of 2004.

Executed this 8<sup>th</sup> day of July 2004, at Rancho Cucamonga, California.



Kathryn L. Scott, CMC, Deputy City Clerk

## DEVELOPMENT AGREEMENT DRC2002-00156

DEVELOPMENT AGREEMENT BETWEEN THE CITY OF RANCHO CUCAMONGA  
AND RICHLAND COMMUNITIES, INC. CONCERNING PROPOSED  
TENTATIVE TRACT 16072

This Agreement (the "Development Agreement") is made and entered into this 7th day of July, 2004, by and between the applicant Hill Country S.A. Ltd., a Texas limited partnership; and Richland Tracy Ltd., a Florida Limited partnership, and the City of Rancho Cucamonga, a municipal corporation (the "CITY") pursuant to the authority of Section 65864 through 65869.5 of the California Government Code. Hill Country S.A. Ltd., and Richland Tracy Ltd., and their successors and assigns, if any, are referred to collectively hereinafter as the "Property Owners". The CITY and Property Owners are collectively referred to herein as the "Parties".

**RECITALS:**

A. To provide more certainty in the approval of development projects, to encourage private participation in comprehensive planning, and to reduce the economic risk of development, the Legislature of the State of California has adopted Sections 65864, et seq. of the California Government Code, thus authorizing the CITY to enter into binding development agreements with persons having legal or equitable interests in real property, in order to establish development rights with respect thereto.

B. Section 65865(b) of the California Government Code authorizes the CITY to enter into a binding development agreement with respect to real property which is in unincorporated territory but also within the CITY's sphere of influence, provided that the effectiveness of the development agreement is conditioned upon the annexation of such real property to the CITY within the period of time for annexation as specified in the Development Agreement.

C. Property Owners owns fee title to approximately 150.79 acres of real property located entirely within the County of San Bernardino (the "County") and more particularly described in Exhibit "A" and depicted on Exhibit "B" attached hereto (the "Project Site").

D. On March 5, 2002, the CITY received an application for Tentative Tract Map (SUBTT16072), Development Agreement (DRC2002-00156), and a request for Annexation of the Proposed Project. An Environmental Impact Report has been prepared to address the potential environment impacts of the proposed project and all discretionary actions anticipated by the CITY and the Local Agency Formation Commission.

E. As set forth in Ordinance No. 725 adopted by the City Council on July 7, 2004, (the "Enacting Ordinance"), the execution of this Development Agreement and performance of and compliance with the terms and conditions set forth herein by the Parties hereto: (i) is in the best interest of the CITY; (ii) will promote the public convenience, general welfare, and good land use practices in the CITY; (iii) will promote preservation of land values; (iv) will encourage the development of the Project by

CD 04-102

providing a level of certainty to the Property Owners; and (v) will provide for orderly growth and development of the CITY consistent with the CITY's General Plan.

**AGREEMENT:**

NOW, THEREFORE, in consideration of the above recitals, and the mutual promises and covenants of the Parties, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**Section 1. GENERAL PROVISIONS**

**A. Effectiveness of Development Agreement**

Notwithstanding the effective date of the Enacting Ordinance, this Development Agreement shall only become operative and the rights and obligations of the Parties shall only arise, upon the date that the last of the following have occurred:

1. The project site has been annexed to the CITY and said annexation is final as to any and all administrative actions, and is not subject to judicial challenge; and
2. The Project and the Final EIR have been approved by the CITY and all entitlements have been issued for completion by Property Owners.

**B. Term**

The term of this Development Agreement shall commence on the Effective Date of the enacting Ordinance and shall extend for a period of 10 years thereafter, unless this Development Agreement is terminated, modified or extended by circumstances set forth in this Development Agreement, including, without limitation, the extensions provided below and any extensions attributable to "force majeure" circumstances described in Section 2D5 hereof or by mutual written consent of the Parties.

Following the expiration of the Term, this Development Agreement shall be deemed terminated and of no further force and effect; provided, however, that such termination shall not affect any right or duty arising from the project entitlements granted prior to, concurrently with, or subsequent to the approval of this Development Agreement and the structures that are developed in accordance with this Development Agreement and the use of those structures shall continue to be governed by this Development Agreement for purposes of ensuring, for land use purposes, that those structures continue to be legal conforming structures and that those uses continue to be legal conforming uses.

**C. Assignment**

Subject to the terms of this Development Agreement, Property Owners shall have the right to convey, assign, sell, lease, sublease, encumber, hypothecate or otherwise transfer (for purposes of this Development Agreement, "Transfer") the Project Site, in whole or in part, to any person, partnership, joint venture, firm or corporation or other entity at any time during the term of this Development Agreement, and to the extent of each such Transfer, the transferor shall be relieved of its legal duty to perform such obligations under this Development Agreement at the time of the Transfer, except to the extent Property Owners are in default, as defined in Section 3.C hereof, of any of the terms of this Development Agreement when the Transfer occurs.

If all or a portion of the Project Site is Transferred and there is noncompliance by the transferee owner with respect to any term and condition of this Development Agreement, or by the transferor with respect to any portion of the Project Site not sold or Transferred, such noncompliance shall be deemed a breach of this Agreement by that transferee or transferor, as applicable, but shall not be deemed to be a breach hereunder against other persons then owning or holding any interest in any portion of the Project Site and not themselves in breach under this Development Agreement. Any alleged breach shall be governed by the provisions of Section 3.C hereof.

In no event shall the reservation or dedication of a portion of the Project Site to a public agency cause a transfer of duties and obligations under this agreement unless specifically stated to be the case in this Development Agreement, any of the exhibits attached to this Development Agreement, the instrument of conveyance used for such reservation or dedication, or other form of agreement with such public agency.

Concurrently, with any such sale, transfer or assignment, or within ten business days thereafter, the Property Owners shall notify the CITY, in writing, of such sale, transfer or assignment and shall provide the CITY with an executed agreement, in a form reasonably acceptable to the CITY, by the purchaser, transferee or assignee and providing therein that the purchaser, transferee or assignee expressly and unconditionally assumes all the duties and obligations of the Property Owners under this agreement.

**D. Amendment of Agreement**

This Development Agreement may be amended from time to time by mutual consent of the Parties in accordance with the provisions of Government Code Sections 65867 and 65868. Notwithstanding anything stated to the contrary in this Development Agreement, the parties may enter into one or more implementing agreements, as set forth below, to clarify the intended application or interpretation of this Development Agreement, without amending this Development Agreement.

Property Owners and the CITY acknowledge that the provisions of this Development Agreement require a close degree of cooperation between Property Owners and the CITY and that, in the course of the development of the Project Site, it may be necessary to supplement this Development Agreement to address the details of the Parties' respective performance and obligations, and to otherwise effectuate the purposes of this Development Agreement and the intent of the Parties. If and when, from time to time, the Parties find that it is necessary or appropriate to clarify the application or interpretation of this Development Agreement, the Parties may do so through one or more implementing agreements (the "Implementing Agreement"), which shall be executed by the City Planner and by an authorized representative of the Property Owners. After execution, each Implementing Agreement shall be attached as an addendum and become a part of this Development Agreement, and may be further changed or supplemented from time to time as necessary. Such Implementing Agreement shall not require the approval of the City Council of the CITY and shall only be executed by the City Planner (on Behalf of the CITY), if the City Planner has made a reasonable determination that such implementing agreements are not materially inconsistent with this Development Agreement, and applicable ordinances, rules, regulations and official policies of the CITY in effect at the time of execution of this Development Agreement. Any changes to this Development Agreement which would impose additional obligations on the CITY beyond those which would be deemed to

arise under a reasonable interpretation of this Development Agreement, or which would purport to change land use designations applicable to the Project Site under the applicable Project Entitlements, shall be considered "material" and shall require amendment of this Agreement in accordance with the provisions of California Government Code Sections 65867 and 65868.

## **Section 2. PLANNED DEVELOPMENT OF THE PROJECT**

### **A. Land Use and Project Entitlements**

The Project Entitlements are depicted on the Tentative Tract Map and Conceptual Grading Plan attached hereto as Exhibits 1 - 17. Project Entitlements refers to the following material related to the approval of the Development Agreement (DRC2002-00156) and the Tentative Tract Map (SUBTT16072): all plans that constitute the approved project, all Planning Commission and City Council Resolutions of Approval including the associated conditions of approval, and all mitigation measures included in the Mitigation Monitoring and Reporting Plan and the Environmental Impact Report. The Parties acknowledge that, without being obligated to do so, Property Owners plans to develop the Project Site in substantial conformity with the Project Entitlements as approved by this Development Agreement. During the Term of this agreement, the permitted uses for the Project, or any portion thereof, the density and intensity of use, zoning, maximum height and size of proposed buildings, building and yard setback requirements, provisions for the reservation or dedication of land, design and performance standards and other terms and conditions of development of the Project constitute the Entitlements as approved by this Development Agreement. The specific terms of this Development Agreement shall supersede and be controlling over any conflict and/or inconsistency with the Project Entitlements.

The Parties acknowledge and agree that the total number of lots in the approved tract totals 358 lots and that lots may be modified, without increasing the overall number of lots, as long as the proposed modification is found to be in substantial conformity with the Project Entitlements as approved by this Development Agreement. The City Planner shall exercise his reasonable discretion in the review of any proposed modifications to lots, and make the determination of substantial compliance.

Other certain specific modifications of the Project Entitlements to which the Parties agree are set forth below. All Exhibits attached hereto constitute material provisions of the Development Agreement, and are incorporated herein.

### **B. Rules and Regulations**

Pursuant to California Government Code Section 65856 and except as otherwise explicitly provided in this Development Agreement, (1) the ordinance, rules and regulations and official policies governing permitted uses of the Project Site, the density and intensity of such uses, and the design, improvement, and construction standards and specifications applicable to development of the Project and in effect as of the date of this Development Agreement, and (2) and those ordinances of the CITY, as implemented by this Development Agreement, rules, regulations and official policies in effect as of the date of this Development Agreement, but only to the extent that they are consistent with the Project Entitlements, as modified and/or amended by this Development Agreement (collectively the "Existing Laws"), except that the CITY's street improvement, lighting, storm drain, and the Americans with Disabilities Act ("ADA") standards shall be followed, and the landscape standards applicable shall be those

specified in this Development Agreement or if none are so specified, the CITY's Standards. In the event of any conflict between the Existing Laws and the other CITY ordinances, rules, regulations and official policies, then the Existing Laws shall control. The CITY shall not be prevented in subsequent actions applicable to the Project, from applying new ordinances, rules regulations, and policies in effect ("Future Policies") to the extent that they do not conflict with the Existing Laws. Such conflict shall be deemed to occur if, without limitation, such Future Policies:

1. Modify the permitted types of land uses, the density or intensity of use, the maximum height or size of proposed buildings on the property, building and yard setback requirements, or impose requirements for the construction or provisions of on-site or offsite improvements or the reservation or dedication of land for public use, or the payment of fees or the imposition of extractions, other than as are in each case specifically provided for in this Development Agreement;
2. Prevent the Property Owners from obtaining all necessary approvals, permits, certificates or other entitlements at such dates and under such circumstances as the Property Owners would otherwise be entitled under this Development Agreement;
3. Render any conforming use of the Project Site a non-conforming use or any structure on the Project Site a non-conforming structure.

**C. Design and Infrastructure Issues**

1. Street Sections

The CITY desires that the design of Wilson Avenue, Etiwanda Avenue and East Avenue be designed as depicted in the Etiwanda North Specific Plan Exhibit 13(B)/Section A-1, Exhibit 13(D)/with community trail, and Exhibit 13(E), respectively.

The following deviations from the standard CITY Engineering Division street standards or policies are acceptable as depicted on the approved plans included as part of the Project Entitlements: Street 'C' is acceptable as a non-standard cul-de-sac design; the centerline radius of Street 'A' is acceptable with a radius of 650-feet; and street sections on straight interior streets may be greater than 800-feet.

2. Dry Utilities

The Project Entitlements do not require that Burd vaults be installed and the CITY and Property Owners agree that no Burd vaults will be required throughout the Project Site. The aboveground transformers/switchgear are acceptable subject to selective placement subject to approval of the City Planner and Southern California Edison (SCE).

3. Private Landscape Maintenance

This project shall form a Homeowners Association (HOA), which shall own and be responsible for maintenance of all lettered lots interior and exterior to the tract. Maintenance responsibility shall include all perimeter walls and interim detention basins, as well as slopes and landscape areas adjacent to Community Trails within the

Fault Zone and along perimeter streets. In addition, the Property Owner agrees to join Landscape Maintenance District (LMD) No. 7.

a. City will support the creation of a new LMD for the above-mentioned areas if the Property Owner can provide a design that can be cost-effectively maintained to the satisfaction of the City Engineer. This would replace the requirement for a HOA and joining LMD 7.

b. If entrances are gated, they shall conform to City design standards and all interior improvements will become private. In that case, the HOA will also assume responsibility for streets, streetlights, sidewalks, utility easements, and storm drains/drainage facilities.

#### 4. View Fencing

Open fencing may be utilized in rear-yard conditions only where view opportunities are present, subject to mitigation measures that may otherwise be required for sound attenuation and/or fire protection.

#### 5. Grading

The Grading Plan, included in the Project Entitlements, shall conform to the Design Guidelines of the Etiwanda North Specific Plan. However, with an average slope across the site of less than 8%, the Project is exempt from the CITY Hillside Development Regulations of the Development Code.

#### 6. Community Trail

The Property Owners shall design and construct improvements to the CITY Community Trail network along Etiwanda Avenue north of 'U' Street to the north tract boundary, and along East Avenue north of the Fault Zone Trail to the northerly tract boundary, in accordance with CITY standard Drawing 1002-A. In addition, a Community Trail shall be developed through the Fault Zone, between Etiwanda Avenue and East Avenue, in accordance with CITY Standard Drawing 1004. Improvements to the Regional Trail within the Edison Corridor are not required as a condition of this development.

#### 7. Circulation Issues and Fees

##### a. Revisions to the Etiwanda north Specific Plan/Phasing Plan

The Property Owners shall construct East Avenue southerly between Wilson Avenue and Banyan Street, in lieu of extending Wilson Avenue easterly to connect to WardmanBullock Road.

##### b. Transportation Fee/Traffic Impact Analysis

The Property Owners shall construct circulation improvements necessary to serve the area in and around the Project Site as generally depicted on Exhibit 18 - 20; and Property Owners shall construct additional regional transportation improvements depicted on Exhibit 22. In addition, the Property Owners shall comply with Transportation Development Fees in accordance with CITY ordinance. Upon formation

of a Community Facilities District ("CFD") Property Owners may include the cost of the improvement specified in this Section 2.C.7.c as part of the CFD financing. The Property Owners shall receive credit against, or reimbursement of costs, in excess of the Transportation Development Fee for the "backbone" improvements as described herein, in conformance with CITY Policy.

c. Circulation Improvements/Reimbursement Requests

The Property Owners shall design, construct, and complete the following improvements:

(i) Etiwanda Avenue: Improve as a Secondary Arterial along the property frontage, as depicted in Exhibit 20. These improvements shall be completed prior to the first release of occupancy, or to the satisfaction of the City Engineer.

(ii) East Avenue: North of Wilson Avenue to the northerly Tract boundary – Construct Collector Street improvements west of centerline and 18-foot of pavement east of centerline, for a total of 40-foot pavement width along with a 2-foot graded shoulder, as depicted in Exhibit 19. In addition, construct 44-foot of pavement for a distance of 200-feet north of Wilson Avenue, transitioning back to 40-foot north of that point. These improvements shall be completed prior to the first release of occupancy, or to the satisfaction of the City Engineer. The Property Owner may request a reimbursement agreement whereby the Property shall recover the cost for improvements east of the centerline from future development as it occurs on adjacent properties in the CITY limits. If the Property Owners fail to submit for said reimbursement agreement within 6-months of the public improvements being accepted by the CITY, all rights of the Property Owners to reimbursement shall terminate.

South of Wilson Avenue to Banyan Street - Construct 36-foot pavement width, as depicted in Exhibit 19. These improvements shall be completed prior to the first release of occupancy, or to the satisfaction of the City Engineer. The Property Owners shall receive credit against the Transportation Development Fee for backbone improvements, in conformance with CITY Policy. The Property Owner may request a reimbursement agreement whereby the Property shall recover the cost for improvements south of the southerly Tract boundary from future development as it occurs on adjacent properties in the CITY limits. If the Property Owners fail to submit for said reimbursement agreement within 6-months of the public improvements being accepted by the CITY, all rights of the Property Owners to reimbursement shall terminate.

(iii) Wilson Avenue: Between Etiwanda Avenue to East Avenue – Install full-width Divided Secondary Arterial improvements as depicted in Exhibit 20. These improvements shall be completed prior to the first release of occupancy, or to the satisfaction of the City Engineer. The Property Owners (or future developer) shall acquire right-of-way from Metropolitan Water District (MWD), along with a permit for the improvements, on the south side of Wilson Avenue.

The Property Owners shall receive credit against, and reimbursement of costs in excess of, the Transportation Development Fee for the median curbs and 14-feet of pavement on both sides, in conformance with CITY Policy. The Property Owner may request a reimbursement agreement whereby the Property

Owners shall recover the cost for Improvements, other than the 'backbone', including median landscaping south of the centerline and along the Not-A-Part parcel, from future development on adjacent properties. If the Property Owners fail to request said reimbursement agreement within 6-months of the public improvements being accepted by the CITY, all rights of the Property Owners to reimbursement shall terminate.

8. Storm Drains

a. Deviation from the Etiwanda/San Sevaine Drainage Policy

The Project shall comply with the Etiwanda/San Sevaine Drainage Policy with the construction of the 25<sup>th</sup> Street Interceptor Channel along the Projects' north boundary line. The Project will deviate from the Etiwanda/San Sevaine Drainage Policy with the construction of an interim detention basin to attenuate only developed storm flows to Wilson Avenue storm drain not currently attenuated by existing basins in Tracts 13527 and 14139.

b. Etiwanda/San Sevaine Area 3 Master Plan Storm Drain

The Property Owners shall construct Etiwanda/San Sevaine Area 3 Master Plan Storm Drain facilities along the north property boundary from Etiwanda Avenue to the Etiwanda Spreading Grounds, including culverts for both Etiwanda Avenue and East Avenue to cross the facility. These improvements shall be completed prior to the first release of occupancy, or to the satisfaction of the City Engineer. Standard drainage fees for the project shall be credited to the cost of permanent master plan facilities, in accordance with CITY Policy. The Property Owner may request a reimbursement agreement whereby the Property Owners shall recover the cost for such improvements from future development on adjacent properties. If the Property Owners fail to request said reimbursement agreement within 6 months of public improvements being accepted by the CITY, or all rights of the development to reimbursement shall terminate. If San Bernardino County Flood Control District requires an interim basin for this facility, the same easement, maintenance, and reimbursement issues will apply as for the Wilson storm drain basin(s).

c. Interim Detention Basin

The Property Owners shall design, construct, and install, an "Interim Detention Basin" for the Wilson Avenue Storm Drain, located as shown conceptually on Exhibit 22, justified by a Final Drainage Report, which shall be approved by the City Engineer. The Property Owners shall:

(i) Design the basin to mitigate developed flows from area bounded by Wilson, East and Etiwanda Avenues, and Southern California Edison;

(ii) Provide a temporary easement to the CITY over the lots that contain the basin;

(iii) Provide for maintenance of the Interim Detention Basin through annexation to an existing Assessment District, the formation of a new Assessment District, or the execution of a maintenance agreement satisfactory to the City Engineer and the City Attorney that guarantees the private maintenance of the

facility. The Property Owners shall be responsible for the costs relating to the annexation to an existing Assessment District, the formation of a new District, or the preparation of a maintenance agreement. The CITY shall be provided with rights of access to maintain the facility if private maintenance is insufficient. The CITY shall have the right to assess those maintenance costs incurred by the CITY to the Property Owners. Said agreement shall include a cash deposit as security for any maintenance costs the CITY may incur. Said agreement shall be recorded to run with the property.

(iv) Pay an in-lieu fee for the removal of any interim basin improvements within the LMD areas (if applicable) and their replacement with the LMD Landscaping, prior to final map recordation.

(v) Request that the CITY execute a reimbursement agreement to recover the proportionate cost of the land and ultimate basin related facilities (outlet, etc.) from future development using the basin. If the Property Owners fail to request said reimbursement agreement within 6-months of the public improvements being accepted by the CITY, all rights of the Property Owners to such reimbursement shall terminate.

(vi) Install local storm drains to convey development drainage to the existing Master Plan Storm Drain in Wilson Avenue, and extend the local storm drain system as far on-site as needed to contain Q25 within the tops of curbs, Q100 within rights-of-way and provide a 10-foot dry lane in Q10. The cost of local storm drains shall be borne by the Property Owners with no fee credit.

9. Park Fee/Equestrian Fee/Beautification Fee

Property Owners shall pay the following development fees:

a. The Property Owners shall pay CITY a sum totaling \$358,000 (based upon \$1,000 per unit) for equestrian purposes. The sum may be paid from CFD formation and funding. However, the prorated share of the fee for each individual tract map must be paid prior to recording of said tract map. The CITY shall reserve said funds for the intended purpose, or the Property Owners may directly participate in the construction of the CITY-approved North Etiwanda Equestrian Arena.

b. The Property Owners shall pay the CITY a sum totaling \$2,362,800 (\$6,600 per unit) for park purposes. The sum may be paid from CFD formation and funding. However, the prorated share of the fee for each individual tract map must be paid prior to recording of said tract map.

In addition, the applicant shall receive park credit for improvements to the Community Trail that traverses the site within the Fault Zone, in accordance with General Plan Policy. The Trail Credit Graph (Exhibit III-12) of the General Plan establishes the basis upon which park credit is determined for Community or Regional Trail improvements. Based on the analysis using the Trail Credit Graph, the Property Owners will receive credit for 1.5 acres, which is 35 percent of the total trail area. The 1.5-acre credit equates to a dollar value of \$600,000, which will be applied to the total value of the Park Fee as required in the paragraph above.

c. The Property Owner shall not pay the CITY Beautification Fee of \$0.20 per square foot for residential construction if improvements to Wilson south parkway are made.

10. Development Standards

The project shall be developed in accordance the CITY's Low-Density Residential District of the Etiwanda North Specific Plan.

a. Number of Housing Units: The project entitlements include 358 housing units.

11. Design Review Process

The Project, and all subsequent applications for residential development, shall be subject to the CITY Development/Design Review process.

12. Architectural Guidelines

The Project, and all subsequent applications for residential development, shall be subject to the Architectural Guidelines of the Etiwanda North Specific Plan.

13. Etiwanda Avenue Scarp Fault Zone

The Etiwanda Avenue Scarp is located within an Alquist-Priolo Fault Zone as depicted in the CITY General Plan Exhibit V-1; and is identified as a Fault Zone land use district as depicted in the CITY Etiwanda North Specific Plan Exhibit 10. The Property Owners have conducted a Geotechnical Investigation (GeoSolls, Inc. November 11, 1998) in order to define and identify the actual zone of faulting of the Etiwanda Avenue Scarp where it traverses the project site. A Fault Setback Zone, as recommended by the Investigation, is depicted on the Tentative Tract Map and the Conceptual Grading Plan included in the Project Entitlements. Habitable structures shall not be developed within the Fault Setback Zone; however, portions of the lot area may encroach in the Fault Setback Zone as depicted on the Tentative Tract Map and Conceptual Grading Plan included in the Project Entitlements. All improvements within the Fault Zone, as described in this paragraph and depicted in the Project Entitlements, shall be completed prior to the issuance of building permit of the 150<sup>th</sup> dwelling within the project.

14. Open Space Transfer Plan

The Property Owners shall transfer to the County of San Bernardino Special Districts OS-1, other qualified conservation entity approved by the City in fee, a minimum of 150-acres of off-site land for permanent open space and habitat preservation; along with funding in an amount to be determined by County of San Bernardino Special Districts (or other conservation entity), to provide for long-term maintenance of said land. The preferred location of the off-site land is in the environment surrounding the North Etiwanda Preserve in the CITY Sphere of Influence, other properties may be considered based the review of appropriate Biological Habitat Assessments and concurrence of the City Planner. The transfer and funding shall occur prior to recording of the first final map of the Project.

**D. Timing of Development and Fees**

1. Development of the Perimeter Landscaping and the Etiwanda North Specific Plan Neighborhood Monumentation

All perimeter landscaping, including the Upper Etiwanda Neighborhood Monumentation as depicted in the Etiwanda North Specific Plan Exhibit 25A-C, shall be completed according the following schedule: (1) the East Avenue Perimeter, the Wilson Avenue perimeter, and the western Project perimeter south of the Fault Zone shall be completed prior to the release of occupancy of the 150<sup>th</sup> dwelling within the project; and (2) the Etiwanda Avenue perimeter, north of the Fault Zone shall be completed prior to the release of the 250<sup>th</sup> dwelling unit within the project.

2. Development of the Remainder of the Site

Neither the Property Owners nor CITY can presently predict when or the rate at which phases of the project shall be developed, since such decisions depend on numerous factors which are not within the control of the Property Owners including, without limitation, market orientation and demand, interest rates, absorption, competition and other factors.

The parties acknowledge and agree that Property Owners, subject to the restrictions and conditions of this Development Agreement, retains flexibility under this Development Agreement to develop the Project in such order and at such rate and times as are appropriate within the exercise of the Property Owners' business judgment. The CITY further acknowledges that Property Owners may desire to market, sell, or otherwise arrange for disposition of some or all of the Project Site, prior to development, and that the rate at which the Project develops will likely depend upon the business judgment of subsequent owners of the Project Site.

3. CITY's Cooperation

CITY shall use good faith, diligent efforts to promptly process and take final action on any applications for permits or approvals filed by Property Owners with respect to the Project. Such cooperation shall include, without limitation, (a) using good faith, diligent efforts to process subsequent Development/Design Review in accordance with state regulations; and (b) promptly processing all ministerial permits in accordance with Section 2.1 below. Without limiting the effect of any other provision of this Development Agreement, any future regulation, whether adopted by initiative or otherwise, limiting the rate or timing of development of the Project Site or the extent thereof, shall be deemed to conflict with Property Owners' vested rights to develop the Project under this Development Agreement and shall, to that extent, not apply to the development of the Project.

Processing and review of development proposals shall be subject to established procedures in effect in the entire CITY, including Development and Design Review, as specified in the Existing Laws. However, the criteria used in the evaluation of each development proposal shall be based on the objectives, policies, and specific development standards specified herein.

#### 4. Force Majeure

Notwithstanding anything to the contrary contained in the Development Agreement, Property Owners and CITY shall be excused from performance of their obligations under this Development Agreement during any period of delay caused by acts of God or civil commotion, riots, strikes, picketing, or other labor disputes, shortage of materials or supplies, or damage to or prevention of work by reason of fire, floods, earthquake, or other casualties, litigation, acts or neglect of the Property Owners, as applicable. The time of performance of such obligations as well as the term of this Development agreement shall automatically be extended by the period of such delay hereunder.

#### E. Future Entitlements

With respect to any entitlements that Property Owners may require in the future, including, without limitation, tentative tract and parcel map approvals, conditional use permits, and Development/Design Review, the CITY shall retain its discretionary review authority and the CITY's applicable ordinances, rules, regulations, and official policies. However, any such discretionary review shall be expressly subject to the provisions of this Development Agreement and the CITY may only impose conditions upon such discretionary entitlements which are consistent with the Project Entitlements as approved by this Development Agreement, except as otherwise specifically required by state or federal law.

#### F. Environmental Review

Other than the mitigation measures and conditions of approval set forth in the EIR and the Project Entitlements (and any additional future mitigation programs contemplated therein), no other mitigation measures for environmental impacts created by the Project, as presently approved and as evaluated in the EIR, shall be required. In connection with the CITY's issuance of any further entitlement (as contemplated in Section 2.F above), which is subject to CEQA, the CITY shall promptly commence and diligently process any and all initial studies and assessments required by CEQA, and to the extent permitted by CEQA, the CITY shall use the EIR and other existing environmental reports and studies as adequately addressing the environmental impacts of such matter or matters, without requiring new or supplemental environmental documentation. In the event CEQA requires any additional environmental review, the CITY may impose additional measures (or conditions) to mitigate, as permitted by CEQA, the adverse environmental impacts of such future entitlements, which were not considered at the time of approval of the Project.

#### G. CITY Fees and Mandates by State and Federal Laws

The Parties acknowledge and agree that the fees and impositions which may potentially be imposed by the CITY on the Project and Property Owners (collectively "fees") fall within one of three categories: (a) fees for processing land use and construction permit applications which are not otherwise governed by the provisions of Section 66000 of the Government Code (but which are subject to the limitations set forth in Sections 66013, 66014, and 66016-66018.5 of the Government Code) (collectively, the "Processing Fees"); (b) fees or other monetary exactions which are contemplated under ordinances or resolutions in effect as of the date of this Development Agreement and which purport to defray all or a portion of the cost of impacts to certain public facilities, improvements and other amenities from the development projects, including any fees described in Government Code Sections 66000 et seq. (collectively, the

"Existing Fee Categories") (the Existing Fee Categories include any increases, decreases, or other modifications to existing fees, so long as such modified fees relate to the same category of impacts identified in the Existing Fee Categories); and (c) fees or other monetary exactions which may be imposed in the future by the CITY for purposes of defraying all or a portion of the cost of public facilities, improvements, or amenities related to development projects, but excluding the Existing Fee Categories ("other Fees"). The Property Owners' obligation to pay Fees shall be specifically governed by the following provisions:

1. Processing Fees. The CITY may charge Planning and Engineering Plan Check and Permit Fees and Building Permit Fees which are in force and effect on a CITY-wide basis at the time of Property Owners' application for a land use entitlement or a construction permit. The amount of any Processing Fees shall be determined by the CITY in accordance with all applicable laws, including, without limitation, Government Code Sections 66013, 66014, and 66017-66018.5 (or any successor laws, as applicable). Unless otherwise agreed by Property Owners and the CITY, the Processing Fees assessed Property Owners shall be the same as those imposed upon other development projects throughout the jurisdictional limits of the CITY.

2. Other Fees. In consideration of the Property Owners' Agreement to modify the Project Entitlements as specifically set forth in this Development Agreement and implement the timing of development in accordance with the terms set forth above, no Other Fees shall be imposed upon the Property Owners or the Project during the Term of this Development Agreement, except as may be specifically required to carry out any state or federal law or mandate enacted after the effective date of this Development Agreement, as necessary to mitigate environmental impacts of the project in accordance with 2.G above.

3. Fiscal Impact Analysis. CITY does not require Property Owners or the Project to complete a fiscal impact analysis for application or issuance of any approvals or permits that CITY might issue under this Development Agreement.

#### H. Non-discretionary Permits

The Parties acknowledge that in the course of implementing the Project, Property Owners will, from time to time, apply to the CITY for various ministerial permits, licenses, consents, certificates, and approvals, including, without limitation, non-discretionary subdivision approvals, grading permits, construction permits, certificates of occupancy and permits required to connect the Project to utility systems under the CITY's jurisdiction (collectively the "Non-Discretionary Permits"). Property Owners shall have the right to apply for any such Non-Discretionary Permits in accordance with the Existing Laws (and any applicable Future Policies under Section 2.B, above). The CITY shall issue to Property Owners, upon such applications, all required Non-Discretionary Permits, subject only to compliance with the terms of this Development Agreement, the CITY's usual and customary fees and charges for such applications and Non-Discretionary Permits (subject to the provisions of Section H above) and the terms and conditions of the applicable permit applications. The CITY further agrees that upon its approval of any plans, specifications, design drawings, maps, or other submittals of Property Owners in conjunction with such Non-Discretionary Permits (the "Approved Plans"), all further entitlements, approvals and consents required from the CITY to implement the Project which are consistent with and further implement such Approved

Plans, shall be expeditiously processed and approved by the CITY in accordance with this Development Agreement.

**I. Cooperation**

1. Cooperation with Other Public Agencies. The CITY acknowledges that the Property Owners may apply from time to time for permits and approvals as may be required by other governmental or quasi-governmental agencies having jurisdiction over the Project, in conjunction with the development of or provision of services to the Project, including, without limitation, approvals in connection with developing and implementing a tertiary water system, potential transportation improvements and other on-site and off-site infrastructure. The CITY shall cooperate with Property Owners in its efforts to obtain such permits and approvals from such agencies (including without limitation, the Cucamonga Valley Water District, and the Inland Empire Utilities Agency).

2. Construction of Off-Site Improvements. To the extent that Property Owners are required to construct off-site street improvements as a condition of developing the Project, the Property Owners shall make good faith efforts to acquire the off-site property interests required to construct such public improvements. If Property Owners fail to do so, Property Owners shall, at least 120 days prior to submittal of the first final subdivision map for approval, enter into an agreement to complete the improvements under Government Code Sections 66462 and 66462.5 at such time as the CITY decides to acquire the property interests required for the public improvements. Such agreement shall provide for payment by Property Owners of all costs incurred by the CITY if the CITY decides to acquire the off-site property interests required in connection with the subdivision. Security for a portion of those costs shall be in the form of a cash deposit in the amount given in an appraisal report obtained by the CITY at Property Owners' cost. The appraiser shall have been approved by the CITY prior to commencement of the appraisal.

To the extent that such off-site improvements, or the construction of any substantial infrastructure on-site, substantially benefit other property owners or other portions of the jurisdiction or limits of the CITY, the CITY agrees to assist Property Owners to the fullest extent possible in obtaining reimbursement or other fair share contribution by such other benefited property owners. Such assistance may include, without limitation, conditioning the approval of development projects proposed by such benefited property owners upon such owners' contribution, on a fair share, pro-rata basis, to the construction cost of such improvements. Without limiting the generality of the foregoing, the CITY agrees with respect to the infrastructure improvements which are adjacent to and benefit other properties (whether such properties are undeveloped or developed), any further discretionary approvals sought by such property owners shall be conditioned to require fair share reimbursement to Property Owners for construction and related costs incurred in providing such improvements to the extent legally permissible.

3. Public Financing. The Parties hereby acknowledge that substantial public improvements must be funded in order to contribute to the Park Fee, Equestrian Fee and School Fees and the remainder of the Project Site and that public financing of a substantial portion of these improvements will be critical to the economic viability of the Project. Subject to CITY's ability to make all findings required by applicable law and complying with all applicable legal procedures and requirements, the CITY agrees to

cooperate with and assist Property Owners to the fullest extent possible in developing and implementing a public financing plan for the construction of the public infrastructure improvements. The implementation of such plan may include, without limitation, the formation of one or more assessment districts, or Mello-Roos community facilities districts, or the issuance of bonds, certificates of participation, or other debt securities necessary to implement such plan. All formation costs shall be borne by Property Owners subject to reimbursement by the Community Facilities District.

**J. Creation of the Landscape and Street Lighting Maintenance District**

The CITY agrees to promptly form the necessary Landscape Maintenance District (LMD) pursuant to California Streets and Highways Code Sections 22500 et seq (the "Landscape and Lighting Act of 1972") for the Project development to encompass the Project Site as well as the area being annexed by the CITY. However, the Property Owners shall annex to the existing Street Lighting District. The Property Owners shall pay for the formation of the LMD. The Parties agree that the LMD must be established no later than recordation of the first final tract map and that the CITY may create an LMD, which allow annexation of other areas. In addition, if outside agencies, upon their review and approval of various components of the project, impose any non-standard improvements that require extraordinary maintenance responsibilities of the CITY, the CITY may impose the creation additional maintenance districts upon the proposed development. Upon formation of the LMD, the CITY (through the LMD) shall assume full responsibility for the maintenance, repair, and replacement of the improvements to be maintained by the LMD pursuant to the LMDs governing documents.

The Parties also acknowledge that assessments for the LMDs are collected annually in June, and to the extent that assessments are collected through the LMD for the period ending June 2006, the CITY may request, and the Property Owners agree to provide, a reasonable cash deposit to fund the LMD. The CITY shall promptly upon receipt of assessments the following June, reimburse Property Owners for any such cash advances to fund the LMDs.

**Section 3. ANNUAL REVIEW**

**A. Good Faith Compliance**

Pursuant to California Government Code Section 65866.1, the CITY shall once every twelve (12) months during the term of this Development Agreement, review the extent of good faith substantial compliance by Property Owners with the terms of this Development Agreement; provided, however, that it is intended that this review shall apply to the Project Site as a whole, as opposed to each individual property owner who may own a parcel comprising the Project Site. In connection with such annual review, Property Owners shall provide such information as may reasonably be requested by the CITY in order to determine whether any provisions of this Agreement have been breached by Property Owners. If at any time prior to the review period there is an issue concerning a Property Owners' compliance with the terms of this Development Agreement, the provisions of this Section 3 shall apply.

**B. Certificate of Compliance**

If Property Owners are found to be in compliance with this Development Agreement after annual review, the City Planner shall, upon written request by Property Owners, issue a certificate of compliance ("Certificate of Compliance") to Property Owners stating that, based upon information known to the CITY, the Development

Agreement remains in effect and Property Owners are not in default. The Certificate of Compliance shall be in recordable form and shall contain such information as shall impart constructive record of notice of compliance. Property Owners may record the Certificate of Compliance in the Official Records of the County of San Bernardino.

**C. Finding of Default**

If, upon completion of the annual review, the City Planner intends to find that Property Owners have not complied in good faith with the material terms of this Agreement (a "Default"), he shall first give written notice of such effect to the Property Owners, pursuant to Section 3, Annual Review, subsection M – Notices, of this Agreement. The notice shall be accompanied by copies of all staff reports, staff recommendations, and other information concerning Property Owners' compliance with the terms of this Development Agreement as the CITY may possess and which is relevant to determining Property Owners' performance under this Development Agreement. The notice shall specify in detail the grounds and all facts allegedly demonstrating such noncompliance, so Property Owners may address the issues raised on a point-by-point basis. Property Owners shall have twenty (20) days after its receipt of such notice to file a written response with the City Planner. Within 10 days after the expiration of such 20-day response period, the City Planner shall notify Property Owners whether he has determined that Property Owners are In Default under this Development Agreement ("Notice of Default"). Such Notice of Default shall specify the instances in which the Property Owners have allegedly failed to comply with this Development Agreement and the terms under which compliance can be obtained. The Notice of Default shall also specify a reasonable time for Property Owners to meet the terms of compliance, which time shall not be less than thirty (30) days from the date the Notice of Default was served on the Property Owners, and which shall be reasonably related to the time necessary to bring Property Owners' performance into good faith compliance.

**D. Right to Appeal**

Upon receipt of the Notice of Default, the Property Owners may appeal the City Planner's decision directly to the City Council. Such appeal shall be initiated by filing a written notice of appeal with the City Clerk within the (10) calendar days following the Property Owners' receipt of the Notice of Default. The hearing on such appeal shall be scheduled in accordance with Section 17.02.080 of the CITY Development Code. At the hearing, Property Owners shall be entitled to submit evidence and to address all the issues raised by the Notice of Default. If, after considering all the evidence presented at the hearing, the City Council finds and determines on the basis of substantial evidence the Property Owners are in Default, then the City Council shall specify in writing to Property Owners the instances in which the Property Owners has failed to comply and the terms under which compliance can be obtained, and shall also specify a reasonable time for Property Owners to meet the terms of compliance, which time shall not be less than thirty (30) days from the date of such writing from the City Council and which shall be reasonably related to the time necessary to bring Property Owners' performance into good faith compliance. In the event of a Notice of Default, the timeframe for compliance in Section 3 – Annual Review, subsection C – Finding of Default, of this Agreement cannot be enforced during this appeal process.

**E. Property Owners' Cure Rights**

If Property Owners are In Default under this Development Agreement, it shall have a reasonable period of time to cure such Default before action is taken by the CITY to terminate this Development Agreement or to otherwise amend or limit Property

Owners' rights under this Development Agreement. In no event shall such cure period be less than the time set forth in the finding of Default made under Sections 3C or 3D above (as applicable) or less than the time reasonably necessary to cure such Default. Any such cure period shall be extended by force majeure circumstances described in Section 2D5 above.

#### **Section 4. ENFORCEMENT**

##### **A. Enforcement by Either Party**

Subject to all requirements mandated by applicable state or federal or other law, this Development Agreement shall be enforceable by any of the parties to this Agreement.

##### **B. Cumulative Remedies**

In addition to any other rights or remedies, any of the Parties may institute legal action to cure, correct or remedy any Default (to the extent otherwise permitted herein and in Government Code Section 65864 et seq. or any successor laws and regulations), to enforce any covenant or agreement herein in this Development Agreement or to enjoin any threatened or attempted violation, including suits for declaratory relief, specific performance, and relief in the nature of mandamus. All of the remedies described above shall be cumulative and not exclusive of one another, and the exercise of any one or more of the remedies shall not constitute a waiver or election with respect to any other available remedy. The provisions of this Section 4B are not intended to modify other provisions of the Development Agreement and are not intended to provide additional remedies not otherwise permitted by law.

##### **C. Attorney's Fees**

In any legal proceedings brought by either party to enforce any covenant or any of the Parties' rights or remedies under this Development Agreement including, without limitation, any action for declaratory or equitable relief, the prevailing party shall be entitled to recover reasonable attorneys' fees and all reasonable costs, expenses and disbursements in connection with such action. Any such attorneys' fees and other expenses incurred by either of the Parties in enforcing a judgment in its favor under this Development Agreement, shall be recoverable separately from and in addition to any other amount included in this judgment, and such attorneys' fees obligation is intended to be severable from the other provisions of this Development Agreement and to survive and not be merged into any such judgment.

#### **Section 5. MISCELLANEOUS PROVISIONS**

##### **A. Successors and Assigns**

Subject to the provisions of Section 1C above, the terms of this Development Agreement shall be binding upon and inure to the benefit of the Parties, and their successors and assigns. Insofar as this Development Agreement refers to Property Owners, as defined herein, if the rights under this Development Agreement are assigned, the term "Property Owners" shall refer to any such successor or assign.

##### **B. Project as a Private Undertaking**

It is specifically understood and agreed by and between the Parties that the Project is a private development, that neither party is acting as the agent of the other in any respect under this Development Agreement, and that each of the Parties is an

independent contracting entity with respect to the terms, covenants and conditions contained in this Development Agreement. No partnership, joint venture, or other association of any kind is formed by this Development Agreement. The only relationship between the CITY and Property Owners is that of a government entity regulating the development of private property and the owner of such private property.

**C. Captions**

The captions of this Development Agreement are for convenience and reference only and shall in no way define, explain, modify, construe, limit, amplify or aid in the interpretation, construction or meaning of any of the provisions of this Development Agreement.

**D. Mortgage Protection**

1. Discretion to Encumber. This Development Agreement shall not prevent or limit Property Owners, in any manner, at Property Owners' sole discretion, from encumbering the Project or any portion of the Project or any improvements on the Project, by any mortgage, deed of trust or other security device securing financing with respect to all or any part of the Project or any improvements thereon (a "Mortgage").

2. Effect of Default. This Development Agreement shall be superior and senior to any mortgage subsequently placed upon the property, or any portion thereof, or any improvement thereon, including the lien of any mortgage or deed of trust. Despite the foregoing, breach of any provision of this Development Agreement shall not defeat, render invalid, diminish, or impair the lien of any Mortgage made in good faith for value.

3. Mortgagee Not Obligated. Notwithstanding anything in this Development Agreement to the contrary, (a) any holder of the beneficial interest under a Mortgage ("Mortgagee") may acquire to or possession of all or any portion of the Project or any improvement thereon pursuant to the remedies provided by its Mortgage, whether by judicial or non-judicial foreclosure, deed in lieu of foreclosure, or otherwise, and such Mortgagee shall not have any obligation under this Development Agreement to construct, fund or otherwise perform any affirmative obligation or affirmative covenant of Property Owners hereunder or to guarantee such performance, and Mortgagee may, after acquiring title to all or any portion of the Project as aforesaid, assign or otherwise transfer the Project or any such portion thereof to any person or entity, and upon the giving of notice of such assignment or transfer to the CITY and the assumption by the assignee or transferee of the obligations of the Property Owners with respect to the Project or portion thereof so acquired which arise or accrue from and after the date of assignment or transfer, Mortgagee shall be relieved and discharged of and from any and all further obligations or liabilities under this Development Agreement with respect to the Project or portion thereof so assigned or transferred; and (b) the consent of CITY shall not be required for the acquisition of all or any portion of the Project by any purchaser at a foreclosure sale conducted pursuant to the terms of any Mortgage, and such purchaser shall, by virtue of acquiring title to the Project or such portion thereof, be deemed to have assumed all obligations of Property Owners with respect to the Project or portion thereof so acquired which arise or accrue subsequent to the purchase date, but such purchaser shall not be responsible for any prior defaults of Property Owners; provided, however, that in either of the instances referred to in clauses (a) or (b) above, to the extent any obligation or covenant to be performed by Property Owners is a condition to granting of a specific benefit or to the performance of a specific covenant by

CITY, the performance thereof shall continue to be a condition precedent to the CITY's granting of such benefit and performance of such covenant hereunder.

4. Notice of Default to Mortgagee: Right of Mortgagee to Cure. If a Mortgagee files with the City Clerk, a written notice requesting a copy of any Notice of Default given Property Owners under this Development Agreement and specifying the address for delivery thereof, the CITY shall deliver to such Mortgagee, concurrently with delivery thereof to Property Owners, any notice given to Property Owners with respect to any claim of the CITY that Property Owners have not complied with the terms of this Development Agreement or is otherwise in Default under this Development Agreement. Each such Mortgagee shall have the right (but not the obligation) for a period of thirty (30) days after the expiration of any cure period given to Property Owners with respect to such Default, to cure such default; provided, however, that if any such Default cannot, with diligence, be remedied or cured within such thirty (30) day period, then such Mortgagee shall have such additional time as may be necessary to remedy or cure such Default, if such Mortgagee commences to remedy or cure within such thirty (30) day period, and thereafter diligently pursues and completes such remedy or cure. Notwithstanding the foregoing, if the Default is of a nature which can only be cured by Mortgagee by obtaining possession, such Mortgagee shall be deemed to have remedied or cured such Default if such Mortgagee shall, within such thirty (30) day period, commences efforts to obtain possession and carry the same forward with diligence and continuity through implementation of foreclosure, appointment of a receiver or otherwise, and shall thereafter remedy or cure or commence to remedy or cure the Default within the cure period specified in Section 3E above.

5. Bankruptcy. Notwithstanding the provisions of Section 5D4 above, if a Mortgagee is prohibited from commencing or prosecuting foreclosure or other appropriate proceedings in the nature thereof to obtain possession of the Project Site by any process or injunction issued by any court or by any reason of any action by any court having jurisdiction of any bankruptcy or insolvency proceeding involving Property Owners, Mortgagee shall for the purposes of this Development Agreement be deemed to be proceeding with diligence and continuity to obtain possession of the Property during the period of such prohibition if Mortgagee is proceeding diligently to terminate such prohibition.

6. Amendment to Development Agreement. The CITY and Property Owners agree not to modify this Development Agreement or to allow this Development Agreement to be modified or amended in any way, or cancel this Development Agreement, without the prior written consent of each Mortgagee, which consent shall not be unreasonably withheld or delayed. Notwithstanding anything stated above to the contrary, the CITY and Property Owners shall cooperate in including in this Development Agreement, by suitable implementing agreement from time to time, any provision which may reasonably be requested by a proposed Mortgagee for the purpose of implementing the mortgagee-protection provisions contained in this Development Agreement and allowing such Mortgagee reasonable means to protect or preserve the lien of the Mortgage on the occurrence of a default under the terms of this Development Agreement. The CITY and Property Owners each agree to execute and deliver (acknowledge, if necessary for recording purposes) any implementing agreement necessary to effect such request; provided, however, that any such implementing agreement shall not in any material respect adversely effect any rights of the CITY under this Development Agreement or be materially inconsistent with the substantive

provisions of this Development Agreement, the Project Entitlements and the Existing Laws.

**E. Consent**

Where the consent or approval of any of the Parties is required in or necessary under this Development Agreement, unless the context otherwise indicates, such consent or approval shall not be unreasonably withheld.

**F. Entire Agreement**

This Development Agreement and the documents attached to and referred to in this Development Agreement constitute the entire agreement between Parties with respect to the subject matter of this Development Agreement.

**G. Further Actions and Entitlements**

Each of the Parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated under this Development Agreement in the performance of all obligations under this Development Agreement and the satisfaction of the conditions of this Development Agreement.

**H. Governing Law**

This Development Agreement including, without limitation, its existence, validity, construction and operation, and the rights of each of the Parties shall be determined in accordance with the laws of the State of California.

**I. Recording**

The City Clerk shall cause a copy of this Development Agreement to be recorded in the office of the Recorder of the County of San Bernardino no later than ten (10) days following the effective date of this Development Agreement. Once any lot or parcel in the Project has been improved with a structure pursuant to this Development Agreement for which the CITY has issued a Certificate of Occupancy, this Development Agreement shall be deemed terminated with respect to such lot or parcel. While Parties intend for such termination to be effective without further documentation, the CITY agrees to execute such documentation as a Title Company shall reasonably require to evidence such termination in the public record.

**J. Time**

Time is of the essence in this Development Agreement and of each and every term and condition of this Development Agreement.

**K. Waiver**

The failure of any of the Parties at any time to seek redress for any violation of this Development Agreement or any applicable law or regulation or to insist upon the strict performance of any term or condition shall not prevent any subsequent act or omission of the same or similar nature which would have originally constituted a breach of or default under this Development Agreement from having all the force and effect of an original breach or default, and such subsequent act or omission may be proceeded against to the fullest extent provided by this Development Agreement. No provision of this Development Agreement shall be deemed to have been waived by a party unless the waiver is in writing and signed by all of the Parties.

**L. Partial Invalidity**

If any term, covenant, condition or provision of this Development Agreement is held by a court of competent jurisdiction to be Invalid, void or unenforceable, the remainder of the provisions of this Development Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

**M. Notices**

All notices between the CITY and Property Owners and any transferee under this Development Agreement, shall be in writing and shall be given by personal delivery, mail or facsimile. Notice by personal delivery or facsimile shall be deemed effective upon delivery of such notice to the party for which it is intended at the address set forth below (or, in the case of a transferee in a written notice to the CITY). Notice by mail shall be deemed effective upon receipt or rejection of the addressee. The Parties' current addresses are as follows:

To CITY:                    Mr. Jack Lam, AICP  
                                   City Manager  
                                   City of Rancho Cucamonga  
                                   10500 Civic Center Drive  
                                   Rancho Cucamonga CA 91730

With Copies to:        Mr. James Markman  
                                   City Attorney  
                                   Richards, Watson, & Gershon  
                                   One Civic Center Circle  
                                   Brea CA 92821

To Property Owners: Mr. John Schafer  
                                   Hill Country S.A. Ltd./Richland Tracy, Ltd.  
                                   4100 Newport Place, Suite 800  
                                   Newport Beach CA 92660-1403

Either Party may change its mailing address or the person to whom notices are to be sent at any time by giving written notice of such change to the other Parties in the manner provided above.

**N. Indemnification**

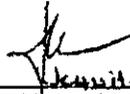
Property Owners hereby agree to indemnify, defend, and hold harmless the CITY and its Council members, representatives, agents, officers, attorneys, and employees (the "Indemnified Parties") from and against any third party claim, action, or proceeding against the Indemnified Parties to attack, set aside, void, or annul the approval of this Development Agreement, the Land Use Entitlements, or both.

IN WITNESS WHEREOF, the Parties have duly executed this Development Agreement as of the day and year first above written.

CITY OF RANCHO CUCAMONGA

By:   
Mayor  
Date: 7-21-04

RICHLAND TRACY, Ltd.  
a Florida limited partnership  
By: Richland Ventures Inc., a Florida Corporation, its general partner

By:   
Name/Title: Kenneth Schaefer, Sr. Vice President  
Date: July 7, 2004

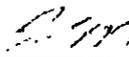
ATTESTED TO:

  
City Clerk  
Date: 7-21-04

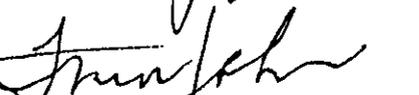
HILL COUNTRY, S.A. Ltd.,  
a Texas limited partnership  
By: Richland Stone Oak, Inc.  
a Texas Corporation, its general partner

By:   
Name (Print): John Schaefer  
Title: Sr. Vice President  
Date: July 7, 2004

APPROVED AS TO FORM:

  
City Attorney  
Date: 7-21-04

  
Attorneys for Hill Country S.A., Ltd.

  
Attorneys for Richland Tracy, Ltd.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

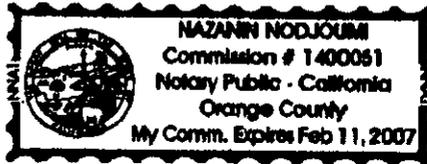
County of ORANGE } ss.

On July 07, 2004 before me, Nazanin Nodjomi  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared John H. Schaefer  
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

[Signature]  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: DEVELOPMENT AGREEMENT

Document Date: July 07, 2004 Number of Pages: \_\_\_\_\_

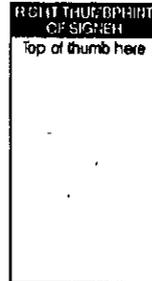
Signer(s) Other Than Named Above: Mayor, City of Orange, Kevin Johnston

**Capacity(ies) Claimed by Signer**

Signer's Name: John H. Schaefer

- Individual
- Corporate Officer - Title(s): SENIOR VICE PRESIDENT
- Partner -  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: Richard Tracy, LTD



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

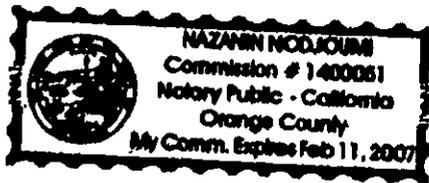
County of ORANGE } ss.

On July 07, 2004 before me, Nazanin Nojoumi  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared John H. Schaefer  
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

[Signature]  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: DEVELOPMENT AGREEMENT

Document Date: July 07, 2004 Number of Pages: 50

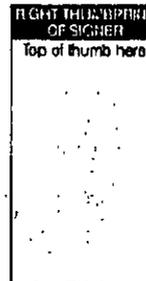
Signer(s) Other Than Named Above: MAYOR, CITY CLERK, FRANK JOHNSON

**Capacity(ies) Claimed by Signer**

Signer's Name: John H. Schaefer

- Individual
- Corporate Officer — Title(s): SEN. VICE PRESIDENT
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: Hill Country, S.A. LTD



**EXHIBIT "A"**  
**DEVELOPMENT AGREEMENT DRC2002-00156**  
**LEGAL DESCRIPTION**

REAL PROPERTY IN THE UNINCORPORATED AREA OF THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL NO. 1 (225-083-01)

THE SOUTHWEST ¼ OF THE SOUTHWEST ¼, AND THE WEST ½ OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼, ALL IN SECTION 21, TOWNSHIP 1 NORTH, RANGE 6 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM THE SOUTH 30 FEET THEREOF.

PARCEL NO. 2 (225-083-13)

THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 6 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL NO. 3 (225-083-12)

THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 6 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LANDS.

EXCEPTING THEREFROM ALL MINERALS, MINERAL INTEREST, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, WITHOUT THE RIGHT TO ENTER UPON, PROCESS OR USE ANY PORTION OF THE SURFACE OF SAID LAND ABOVE A DEPTH OF 500 FEET BELOW THE SURFACE, AS RESERVED TO RODERICK STEVENSON, ET AL, BY DEED RECORDED SEPTEMBER 11, 1981, INSTRUMENT NO. 81-202051, OFFICIAL RECORDS.

PARCEL NO. 4 (225-083-15)

THAT PORTION OF THE SOUTH ½ OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 6 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF RANCHO CUCAMONGA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND ON FILE IN THE DISTRICT LAND OFFICE, LYING WEST OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID SOUTH ½ OF NORTHWEST ¼ OF THE SOUTHWEST ¼, SAID POINT BEING NORTH 89°10'42" EAST, 356.99 FEET, FROM THE NORTHWEST CORNER OF SAID SOUTH ½ OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ AND SAID CORNER BEING ON THE CENTERLINE OF ETIWANDA AVENUE; THENCE SOUTH 15°37'04" EAST, 476.71 FEET; THENCE BY A 1000 FOOT RADIUS CURVE TO THE LEFT, A DISTANCE OF 213.30 FEET, TO A POINT ON THE SOUTH LINE OF SAID SOUTH ½ OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ AND POINT BEING NORTH 89°10'35" EAST, 563.40 FEET, FROM THE SOUTHWEST CORNER OF SAID SOUTH ½ OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼, SAID CORNER BEING ON THE CENTERLINE OF ETIWANDA AVENUE.

PARCEL NO. 5 (225-083-16)

THAT PORTION OF THE SOUTH ½ OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 6 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT, LYING EAST OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID SOUTH ½ OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼, SAID POINT BEING NORTH 89°10'42" EAST, 356.99 FEET FROM THE NORTHWEST CORNER OF SAID SOUTH ½ OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼, AND SAID CORNER BEING ON THE CENTERLINE OF ETIWANDA AVENUE; THENCE SOUTH 15°37'04" EAST, 476.41 FEET; THENCE BY A 1000-FOOT RADIUS CURVE TO THE LEFT, A DISTANCE OF 213.30 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTH ½ OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼, SAID POINT BEING NORTH 89°10'35" EAST, 563.40 FEET FROM THE SOUTHWEST CORNER OF SAID ½ OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼, SAID CORNER BEING ON THE CENTERLINE OF ETIWANDA AVENUE.

EXCEPTING THEREFROM AN UNDIVIDED ½ INTEREST IN AND TO ALL OIL, GAS, MINERALS AND/OR OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND BELOW A DEPTH OF 500 FEET BELOW THE SURFACE THEREOF, BUT WITHOUT ANY RIGHTS TO ENTER UPON THE SURFACE OF SAID LAND OR TO THE TOP 500 FEET OF THE SUBSURFACE THEREOF.

PARCEL NO. 6

THE SOUTHERLY 30 FEET OF THE SOUTH ½ OF THE NORTHWEST ¼ OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 6 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM THE EAST 20 FEET.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT BY DEED RECORDED MARCH 8, 1951, IN BOOK 2730, PAGE 415, OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL NO. 7

THE NORTH ½ OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 6 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND APPROVED BY THE SURVEYOR GENERAL, NOVEMBER 13, 1881, AND ON FILE IN THE OFFICE OF THE BUREAU OF LAND MANAGEMENT.

APN: 0225-083-01-0-000 AND 0225-083-12-0-000 AND 0225-083-13-0-000 AND 0225-083-15-0-000  
AND 0225-083-20-0-000 AND 0225-083-16-0-000 AND 0225-083-24-0-000.

PREPARED UNDER MY SUPERVISION:

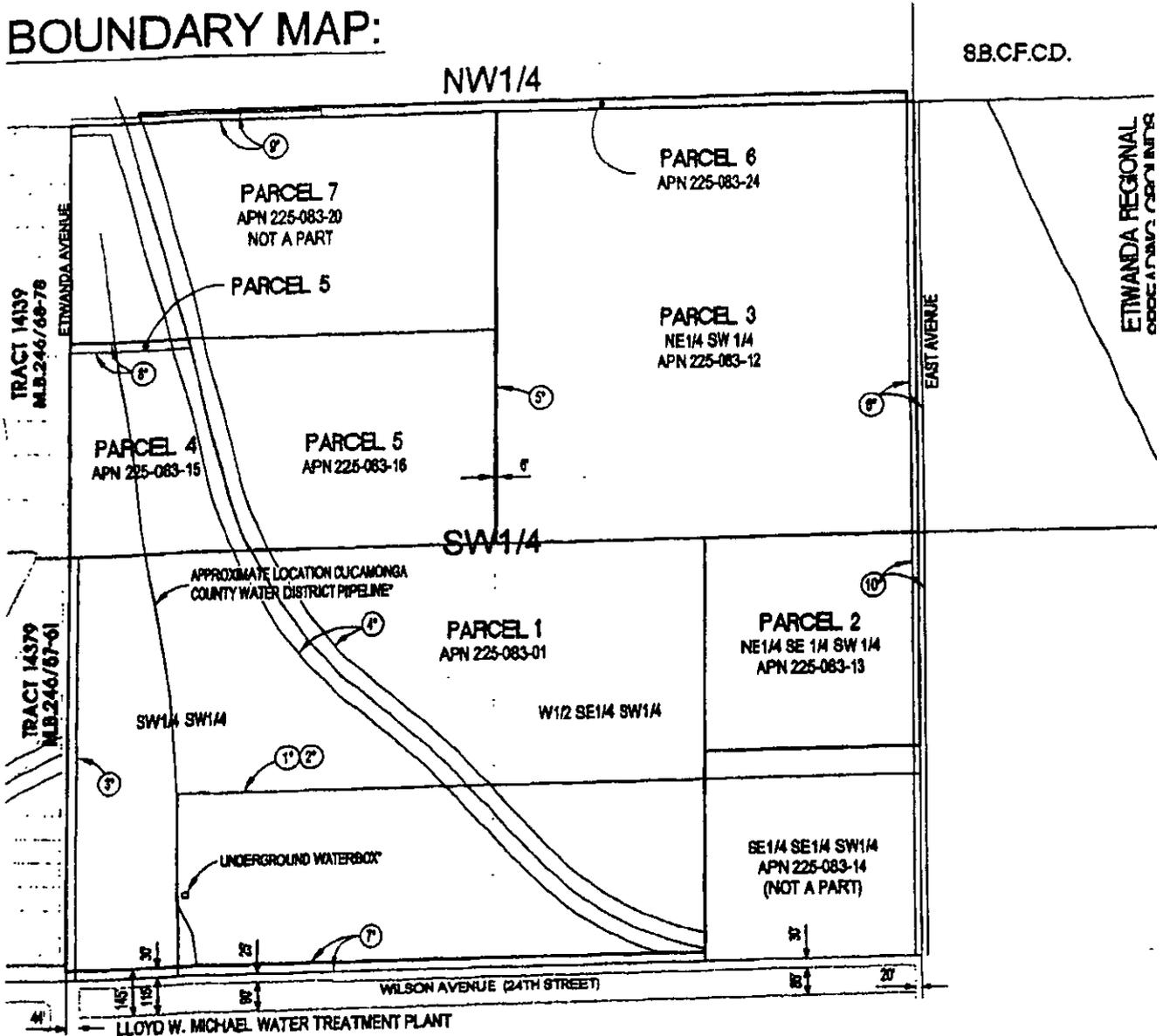
Stanley C. Morse 4/1/04  
STANLEY C. MORSE, P.L.S. 3640      DATE  
LICENSE EXPIRES 6-30-2004



G:\40510\LEGALSVANNEX.DOC

# BOUNDARY MAP:

8.B.C.F.C.D.



### EASEMENT NOTES:

- ① WATER PIPELINE EASEMENT PER 313/231 O.R. (NO WIDTH)
  - ② WATER PIPELINE EASEMENT & MAINTENANCE INGRESS EASEMENT PER 803371 O.R.
  - ③ OF 2' ELECTRICAL POLE LINE EASEMENT OF SOUTHERN CALIFORNIA EDISON COMPANY PER 2154337 O.R.
  - ④ 100' WIDE EASEMENT FOR FLOOD CONTROL AND WATER CONSERVATION OF SAN BERNARDINO COUNTY PER 2108186 O.R.
  - ⑤ OF 2' WATER PIPELINE EASEMENT PER 694366
  - ⑥ 20' PUBLIC ROAD EASEMENT PER 907278 O.R.
  - ⑦ 30' PUBLIC ROAD DEED PER 2108147 O.R.
  - ⑧ 30' INGRESS/EGRESS EASEMENT PER 4276477
  - ⑨ 20' HIGHWAY ROAD & PUBLIC UTILITY EASEMENT PER 1809337
  - ⑩ 20' PUBLIC ROAD EASEMENT PER 907371 O.R.
- (\* EXISTING EASEMENTS TO BE QUIT CLAIMED)

PREPARED FOR:  
**Richland Pinchurst Inc.**  
 1 IMPERIAL PROMENADE  
 SUITE 120  
 SANTA ANA, CA 92707  
 PHONE: (714) 768-6748  
 FAX: (714) 768-0744

PREPARED BY:

<b>MDS</b>	*****	*****
	*****	*****
	*****	*****
	*****	*****

PLANNED (UNDESIGNED) SUBDIVISION

## DEVELOPMENTS' AGREEMENT EXHIBIT

### TRACT NO. 1607

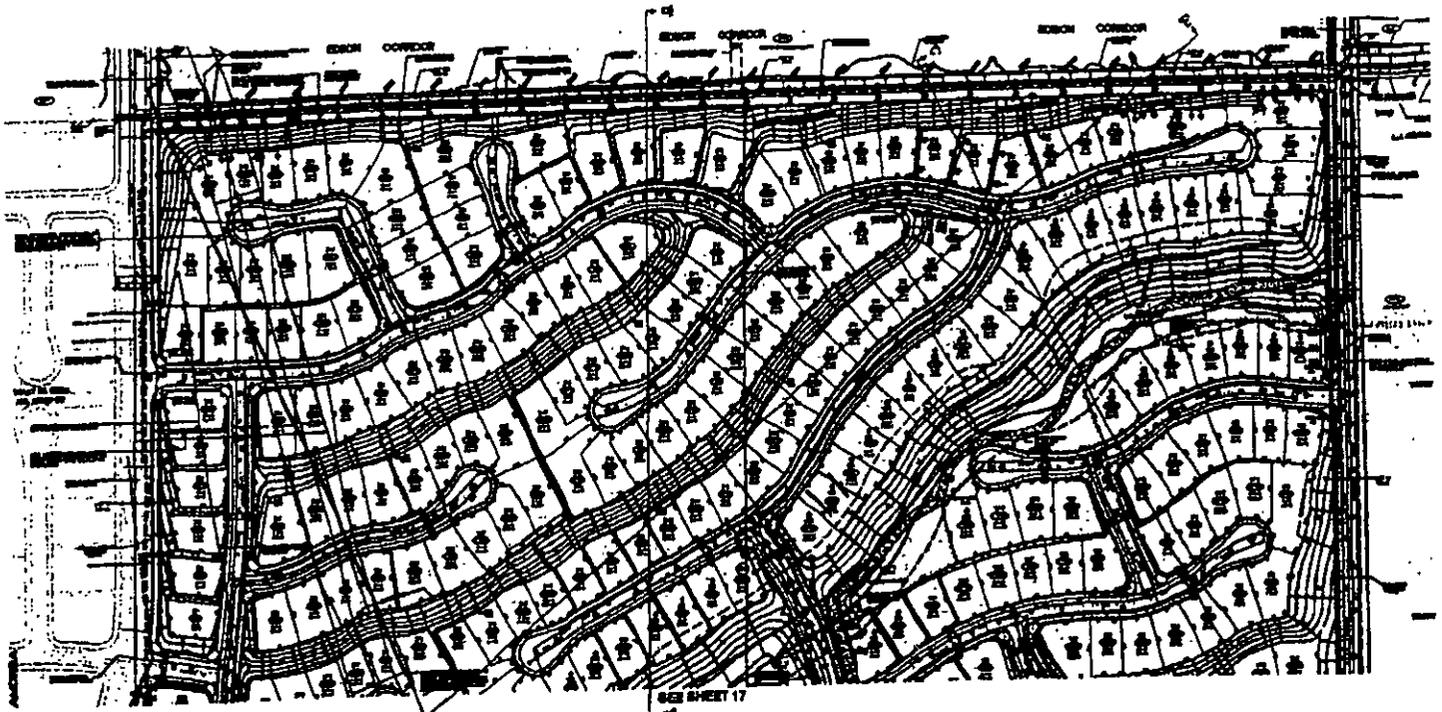
RESIDENTIAL LOTS 1-

## PROJECT SIT

Date Prepared: March 20,  
 Sheet 1 of

# EXHIBIT "B"



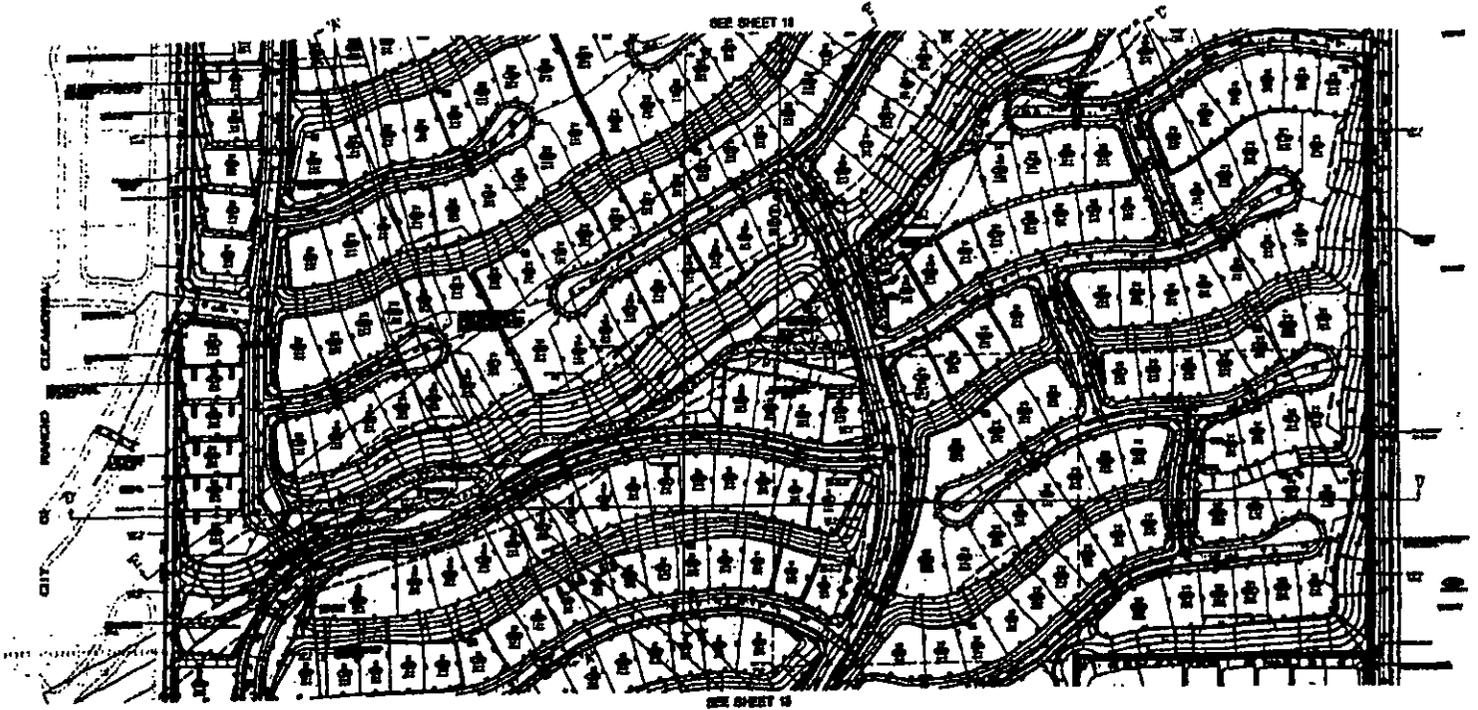


**LOT SUMMARY "NORTH PHASE" (SQUARE FEET)**

LOT NO.	LOT AREA	PRO AREA	LOT NO.	LOT AREA	PRO AREA	LOT NO.	LOT AREA	PRO AREA	LOT NO.	LOT AREA	PRO AREA	LOT NO.	LOT AREA	PRO AREA
100	6,112	6,091	200	11,100	6,222	300	6,587	7,097	400	14,841	7,399	500	6,790	7,400
101	6,176	6,155	201	6,700	6,180	301	6,923	6,975	401	10,274	5,277	501	6,800	6,800
102	6,262	6,241	202	7,174	6,254	302	7,027	7,079	402	10,274	5,277	502	6,800	6,800
103	6,348	6,327	203	7,648	6,338	303	7,113	7,165	403	10,274	5,277	503	6,800	6,800
104	6,434	6,413	204	8,122	6,422	304	7,200	7,252	404	10,274	5,277	504	6,800	6,800
105	6,520	6,499	205	8,596	6,506	305	7,286	7,338	405	10,274	5,277	505	6,800	6,800
106	6,606	6,585	206	9,070	6,592	306	7,372	7,424	406	10,274	5,277	506	6,800	6,800
107	6,692	6,671	207	9,544	6,678	307	7,458	7,510	407	10,274	5,277	507	6,800	6,800
108	6,778	6,757	208	10,018	6,784	308	7,544	7,596	408	10,274	5,277	508	6,800	6,800
109	6,864	6,843	209	10,492	6,890	309	7,630	7,682	409	10,274	5,277	509	6,800	6,800
110	6,950	6,929	210	10,966	6,996	310	7,716	7,768	410	10,274	5,277	510	6,800	6,800
111	7,036	7,015	211	11,440	7,102	311	7,802	7,854	411	10,274	5,277	511	6,800	6,800
112	7,122	7,101	212	11,914	7,198	312	7,888	7,940	412	10,274	5,277	512	6,800	6,800
113	7,208	7,187	213	12,388	7,294	313	7,974	8,026	413	10,274	5,277	513	6,800	6,800
114	7,294	7,273	214	12,862	7,390	314	8,060	8,112	414	10,274	5,277	514	6,800	6,800
115	7,380	7,359	215	13,336	7,486	315	8,146	8,198	415	10,274	5,277	515	6,800	6,800
116	7,466	7,445	216	13,810	7,582	316	8,232	8,284	416	10,274	5,277	516	6,800	6,800
117	7,552	7,531	217	14,284	7,678	317	8,318	8,370	417	10,274	5,277	517	6,800	6,800
118	7,638	7,617	218	14,758	7,774	318	8,404	8,456	418	10,274	5,277	518	6,800	6,800
119	7,724	7,703	219	15,232	7,870	319	8,490	8,542	419	10,274	5,277	519	6,800	6,800
120	7,810	7,789	220	15,706	7,966	320	8,576	8,628	420	10,274	5,277	520	6,800	6,800
121	7,896	7,875	221	16,180	8,062	321	8,662	8,714	421	10,274	5,277	521	6,800	6,800
122	7,982	7,961	222	16,654	8,158	322	8,748	8,800	422	10,274	5,277	522	6,800	6,800
123	8,068	8,047	223	17,128	8,254	323	8,834	8,886	423	10,274	5,277	523	6,800	6,800
124	8,154	8,133	224	17,602	8,350	324	8,920	8,972	424	10,274	5,277	524	6,800	6,800
125	8,240	8,219	225	18,076	8,446	325	9,006	9,058	425	10,274	5,277	525	6,800	6,800
126	8,326	8,305	226	18,550	8,542	326	9,092	9,144	426	10,274	5,277	526	6,800	6,800
127	8,412	8,391	227	19,024	8,638	327	9,178	9,230	427	10,274	5,277	527	6,800	6,800
128	8,498	8,477	228	19,498	8,734	328	9,264	9,316	428	10,274	5,277	528	6,800	6,800
129	8,584	8,563	229	19,972	8,830	329	9,350	9,402	429	10,274	5,277	529	6,800	6,800
130	8,670	8,649	230	20,446	8,926	330	9,436	9,488	430	10,274	5,277	530	6,800	6,800
131	8,756	8,735	231	20,920	9,022	331	9,522	9,574	431	10,274	5,277	531	6,800	6,800
132	8,842	8,821	232	21,394	9,118	332	9,608	9,660	432	10,274	5,277	532	6,800	6,800
133	8,928	8,907	233	21,868	9,214	333	9,694	9,746	433	10,274	5,277	533	6,800	6,800
134	9,014	8,993	234	22,342	9,310	334	9,780	9,832	434	10,274	5,277	534	6,800	6,800
135	9,100	9,079	235	22,816	9,406	335	9,866	9,918	435	10,274	5,277	535	6,800	6,800
136	9,186	9,165	236	23,290	9,502	336	9,952	10,004	436	10,274	5,277	536	6,800	6,800
137	9,272	9,251	237	23,764	9,598	337	10,038	10,090	437	10,274	5,277	537	6,800	6,800
138	9,358	9,337	238	24,238	9,694	338	10,124	10,176	438	10,274	5,277	538	6,800	6,800
139	9,444	9,423	239	24,712	9,790	339	10,210	10,262	439	10,274	5,277	539	6,800	6,800
140	9,530	9,509	240	25,186	9,886	340	10,296	10,348	440	10,274	5,277	540	6,800	6,800
141	9,616	9,595	241	25,660	9,982	341	10,382	10,434	441	10,274	5,277	541	6,800	6,800
142	9,702	9,681	242	26,134	10,078	342	10,468	10,520	442	10,274	5,277	542	6,800	6,800
143	9,788	9,767	243	26,608	10,174	343	10,554	10,606	443	10,274	5,277	543	6,800	6,800
144	9,874	9,853	244	27,082	10,270	344	10,640	10,692	444	10,274	5,277	544	6,800	6,800
145	9,960	9,939	245	27,556	10,366	345	10,726	10,778	445	10,274	5,277	545	6,800	6,800
146	10,046	10,025	246	28,030	10,462	346	10,812	10,864	446	10,274	5,277	546	6,800	6,800
147	10,132	10,111	247	28,504	10,558	347	10,898	10,950	447	10,274	5,277	547	6,800	6,800
148	10,218	10,197	248	28,978	10,654	348	10,984	11,036	448	10,274	5,277	548	6,800	6,800
149	10,304	10,283	249	29,452	10,750	349	11,070	11,122	449	10,274	5,277	549	6,800	6,800
150	10,390	10,369	250	29,926	10,846	350	11,156	11,208	450	10,274	5,277	550	6,800	6,800

**LOT SUMMARY "SOUTH PHASE" (SQUARE FEET)**

LOT NO.	LOT AREA	PRO AREA	LOT NO.	LOT AREA	PRO AREA	LOT NO.	LOT AREA	PRO AREA	LOT NO.	LOT AREA	PRO AREA	LOT NO.	LOT AREA	PRO AREA
1	14,872	14,851	41	6,200	6,200	91	6,200	6,200	141	6,200	6,200	191	6,200	6,200
2	14,872	14,851	42	6,200	6,200	92	6,200	6,200	142	6,200	6,200	192	6,200	6,200
3	14,872	14,851	43	6,200	6,200	93	6,200	6,200	143	6,200	6,200	193	6,200	6,200
4	14,872	14,851	44	6,200	6,200	94	6,200	6,200	144	6,200	6,200	194	6,200	6,200
5	14,872	14,851	45	6,200	6,200	95	6,200	6,200	145	6,200	6,200	195	6,200	6,200
6	14,872	14,851	46	6,200	6,200	96	6,200	6,200	146	6,200	6,200	196	6,200	6,200
7	14,872	14,851	47	6,200	6,200	97	6,200	6,200	147	6,200	6,200	197	6,200	6,200
8	14,872	14,851	48	6,200	6,200	98	6,200	6,200	148	6,200	6,200	198	6,200	6,200
9	14,872	14,851	49	6,200	6,200	99	6,200	6,200	149	6,200	6,200	199	6,200	6,200
10	14,872	14,851	50	6,200	6,200	100	6,200	6,200	150	6,200	6,200	200	6,200	6,200
11	14,872	14,851	51	6,200	6,200	101	6,200	6,200	151	6,200	6,200	201	6,200	6,200
12	14,872	14,851	52	6,200	6,200	102	6,200	6,200	152	6,200	6,200	202	6,200	6,200
13	14,872	14,851	53	6,200	6,200	103	6,200	6,200	153	6,200	6,200	203	6,200	6,200
14	14,872	14,851	54	6,200	6,200	104	6,200	6,200	154	6,200	6,200	204	6,200	6,200
15	14,872	14,851	55	6,200	6,200	105	6,200	6,200	155	6,200	6,200	205	6,200	6,200
16	14,872	14,851	56	6,200	6,200	106	6,200	6,200	156	6,200	6,200	206	6,200	6,200
17	14,872	14,851	57	6,200	6,200	107	6,200	6,200	157	6,200	6,200	207	6,200	6,200
18	14,872	14,851	58	6,200	6,200	108	6,200	6,200	158	6,200	6,200	208	6,200	6,200
19	14,872	14,851	59	6,200	6,200	109	6,200	6,200	159	6,200	6,200	209	6,200	6,200
20	14,872	14,851	60	6,200	6,200	110	6,200	6,200	160	6,200	6,200	210	6,200	6,200
21	14,872	14,851	61	6,200	6,200	111	6,200	6,200	161	6,200	6,200	211	6,200	6,200
22	14,872	14,851	62	6,200	6,200	112	6,200	6,200	162	6,200	6,200	212	6,200	6,200
23	14,872	14,851	63	6,200	6,200	113	6,200	6,200	163	6,200	6,200	213	6,200	6,200
24	14,872	14,851	64	6,200	6,200	114	6,200	6,200	164	6,200	6,200	214	6,200	6,200
25	14,872	14,851	65	6,200	6,200	115	6,200	6,200	165	6,200	6,200	215	6,200	6,200
26	14,872	14,851	66	6,200	6,200	116	6,200	6,200	166	6,200	6,200	216	6,200	6,200
27	14,872	14,851	67	6,200	6,200	117	6,200	6,200	167	6,200	6,200	217	6,200	6,200
28	14,872	14,851	68	6,200	6,200	118	6,200	6,200	168	6,200	6,200	218	6,200	6,200
29	14,872	14,851	69	6,200	6,200	119	6,200	6,200	169	6,200	6,200	219	6,200	6,200
30	14,872	14,851	70	6,200	6,200	120	6,200							



LOT SUMMARY "NORTH PHASE" (SQUARE FEET)

LOT NO.	LOT AREA	PRO AREA	LOT NO.	LOT AREA	PRO AREA	LOT NO.	LOT AREA	PRO AREA	LOT NO.	LOT AREA	PRO AREA	LOT NO.	LOT AREA	PRO AREA
100	10,120	6,200	200	11,000	6,200	300	6,100	2,800	400	11,000	7,300	500	6,100	7,800
101	7,817	3,200	201	6,700	3,200	301	10,070	6,000	401	10,070	6,000	501	6,000	6,000
102	7,174	3,200	202	6,700	3,200	302	10,070	6,000	402	10,070	6,000	502	6,000	6,000
103	6,973	3,200	203	6,700	3,200	303	10,070	6,000	403	10,070	6,000	503	6,000	6,000
104	6,973	3,200	204	6,700	3,200	304	10,070	6,000	404	10,070	6,000	504	6,000	6,000
105	6,973	3,200	205	6,700	3,200	305	10,070	6,000	405	10,070	6,000	505	6,000	6,000
106	6,973	3,200	206	6,700	3,200	306	10,070	6,000	406	10,070	6,000	506	6,000	6,000
107	6,973	3,200	207	6,700	3,200	307	10,070	6,000	407	10,070	6,000	507	6,000	6,000
108	6,973	3,200	208	6,700	3,200	308	10,070	6,000	408	10,070	6,000	508	6,000	6,000
109	6,973	3,200	209	6,700	3,200	309	10,070	6,000	409	10,070	6,000	509	6,000	6,000
110	6,973	3,200	210	6,700	3,200	310	10,070	6,000	410	10,070	6,000	510	6,000	6,000
111	6,973	3,200	211	6,700	3,200	311	10,070	6,000	411	10,070	6,000	511	6,000	6,000
112	6,973	3,200	212	6,700	3,200	312	10,070	6,000	412	10,070	6,000	512	6,000	6,000
113	6,973	3,200	213	6,700	3,200	313	10,070	6,000	413	10,070	6,000	513	6,000	6,000
114	6,973	3,200	214	6,700	3,200	314	10,070	6,000	414	10,070	6,000	514	6,000	6,000
115	6,973	3,200	215	6,700	3,200	315	10,070	6,000	415	10,070	6,000	515	6,000	6,000
116	6,973	3,200	216	6,700	3,200	316	10,070	6,000	416	10,070	6,000	516	6,000	6,000
117	6,973	3,200	217	6,700	3,200	317	10,070	6,000	417	10,070	6,000	517	6,000	6,000
118	6,973	3,200	218	6,700	3,200	318	10,070	6,000	418	10,070	6,000	518	6,000	6,000
119	6,973	3,200	219	6,700	3,200	319	10,070	6,000	419	10,070	6,000	519	6,000	6,000
120	6,973	3,200	220	6,700	3,200	320	10,070	6,000	420	10,070	6,000	520	6,000	6,000

LOT SUMMARY "SOUTH PHASE" (SQUARE FEET)

LOT NO.	LOT AREA	PRO AREA	LOT NO.	LOT AREA	PRO AREA	LOT NO.	LOT AREA	PRO AREA	LOT NO.	LOT AREA	PRO AREA	LOT NO.	LOT AREA	PRO AREA
1	14,000	8,000	41	6,000	3,000	81	6,000	3,000	121	6,000	3,000	161	6,000	3,000
2	14,000	8,000	42	6,000	3,000	82	6,000	3,000	122	6,000	3,000	162	6,000	3,000
3	14,000	8,000	43	6,000	3,000	83	6,000	3,000	123	6,000	3,000	163	6,000	3,000
4	14,000	8,000	44	6,000	3,000	84	6,000	3,000	124	6,000	3,000	164	6,000	3,000
5	14,000	8,000	45	6,000	3,000	85	6,000	3,000	125	6,000	3,000	165	6,000	3,000
6	14,000	8,000	46	6,000	3,000	86	6,000	3,000	126	6,000	3,000	166	6,000	3,000
7	14,000	8,000	47	6,000	3,000	87	6,000	3,000	127	6,000	3,000	167	6,000	3,000
8	14,000	8,000	48	6,000	3,000	88	6,000	3,000	128	6,000	3,000	168	6,000	3,000
9	14,000	8,000	49	6,000	3,000	89	6,000	3,000	129	6,000	3,000	169	6,000	3,000
10	14,000	8,000	50	6,000	3,000	90	6,000	3,000	130	6,000	3,000	170	6,000	3,000
11	14,000	8,000	51	6,000	3,000	91	6,000	3,000	131	6,000	3,000	171	6,000	3,000
12	14,000	8,000	52	6,000	3,000	92	6,000	3,000	132	6,000	3,000	172	6,000	3,000
13	14,000	8,000	53	6,000	3,000	93	6,000	3,000	133	6,000	3,000	173	6,000	3,000
14	14,000	8,000	54	6,000	3,000	94	6,000	3,000	134	6,000	3,000	174	6,000	3,000
15	14,000	8,000	55	6,000	3,000	95	6,000	3,000	135	6,000	3,000	175	6,000	3,000
16	14,000	8,000	56	6,000	3,000	96	6,000	3,000	136	6,000	3,000	176	6,000	3,000
17	14,000	8,000	57	6,000	3,000	97	6,000	3,000	137	6,000	3,000	177	6,000	3,000
18	14,000	8,000	58	6,000	3,000	98	6,000	3,000	138	6,000	3,000	178	6,000	3,000
19	14,000	8,000	59	6,000	3,000	99	6,000	3,000	139	6,000	3,000	179	6,000	3,000
20	14,000	8,000	60	6,000	3,000	100	6,000	3,000	140	6,000	3,000	180	6,000	3,000
21	14,000	8,000	61	6,000	3,000	101	6,000	3,000	141	6,000	3,000	181	6,000	3,000
22	14,000	8,000	62	6,000	3,000	102	6,000	3,000	142	6,000	3,000	182	6,000	3,000
23	14,000	8,000	63	6,000	3,000	103	6,000	3,000	143	6,000	3,000	183	6,000	3,000
24	14,000	8,000	64	6,000	3,000	104	6,000	3,000	144	6,000	3,000	184	6,000	3,000
25	14,000	8,000	65	6,000	3,000	105	6,000	3,000	145	6,000	3,000	185	6,000	3,000
26	14,000	8,000	66	6,000	3,000	106	6,000	3,000	146	6,000	3,000	186	6,000	3,000
27	14,000	8,000	67	6,000	3,000	107	6,000	3,000	147	6,000	3,000	187	6,000	3,000
28	14,000	8,000	68	6,000	3,000	108	6,000	3,000	148	6,000	3,000	188	6,000	3,000
29	14,000	8,000	69	6,000	3,000	109	6,000	3,000	149	6,000	3,000	189	6,000	3,000
30	14,000	8,000	70	6,000	3,000	110	6,000	3,000	150	6,000	3,000	190	6,000	3,000
31	14,000	8,000	71	6,000	3,000	111	6,000	3,000	151	6,000	3,000	191	6,000	3,000
32	14,000	8,000	72	6,000	3,000	112	6,000	3,000	152	6,000	3,000	192	6,000	3,000
33	14,000	8,000	73	6,000	3,000	113	6,000	3,000	153	6,000	3,000	193	6,000	3,000
34	14,000	8,000	74	6,000	3,000	114	6,000	3,000	154	6,000	3,000	194	6,000	3,000
35	14,000	8,000	75	6,000	3,000	115	6,000	3,000	155	6,000	3,000	195	6,000	3,000
36	14,000	8,000	76	6,000	3,000	116	6,000	3,000	156	6,000	3,000	196	6,000	3,000
37	14,000	8,000	77	6,000	3,000	117	6,000	3,000	157	6,000	3,000	197	6,000	3,000
38	14,000	8,000	78	6,000	3,000	118	6,000	3,000	158	6,000	3,000	198	6,000	3,000
39	14,000	8,000	79	6,000	3,000	119	6,000	3,000	159	6,000	3,000	199	6,000	3,000
40	14,000	8,000	80	6,000	3,000	120	6,000	3,000	160	6,000	3,000	200	6,000	3,000



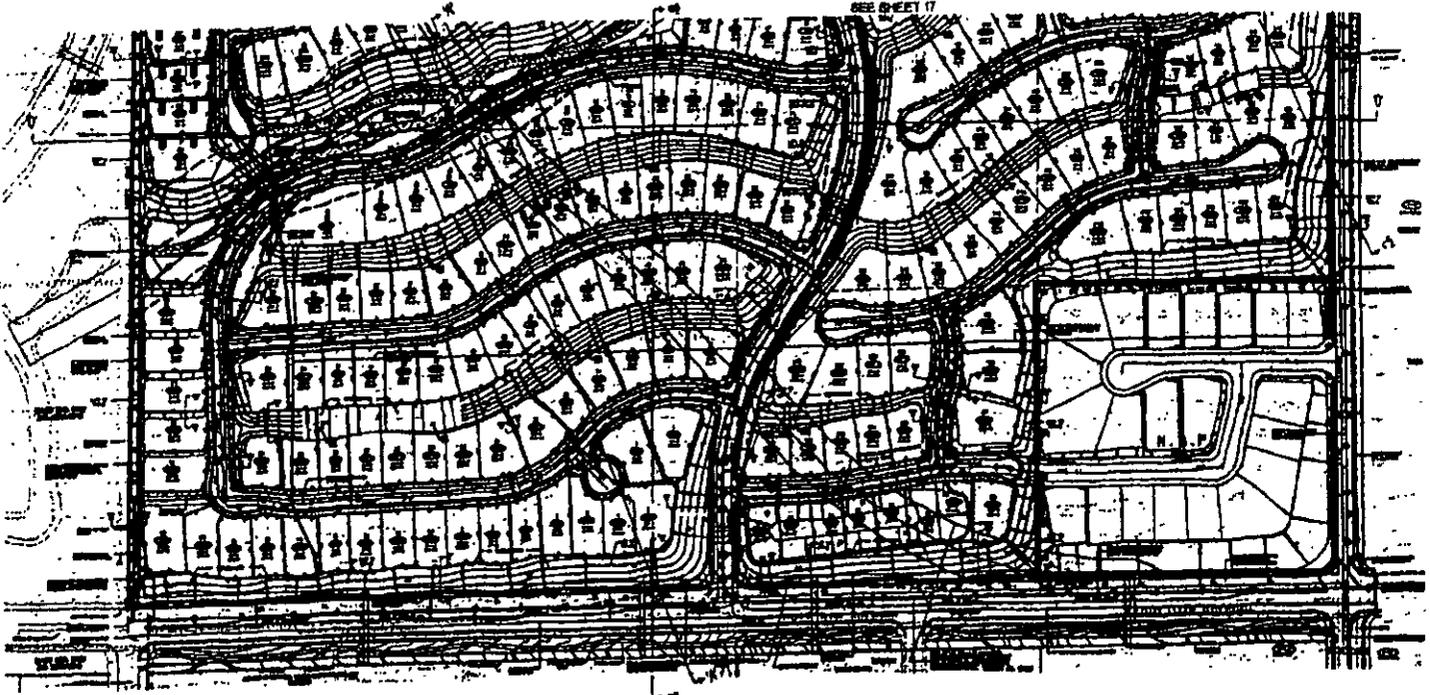
PREPARED FOR:  
**Richard Pinchurst Inc.**  
 10000 PINCHURST DRIVE  
 SANTA ANA, CA 92704  
 PHONE: (714) 933-4746  
 FAX: (714) 708-0764

PREPARED BY:  
**1 D S**  
 PLANNING ENGINEERING SURVEYORS

**DEVELOPMENT AGREEMENT EXHIBIT**  
**TRACT NO. 1607**  
 RESIDENTIAL LOTS 1-200  
**TENTATIV**  
**TRACT MA**  
 Date Prepared March 30, 2007  
 Sheet 3 of 7

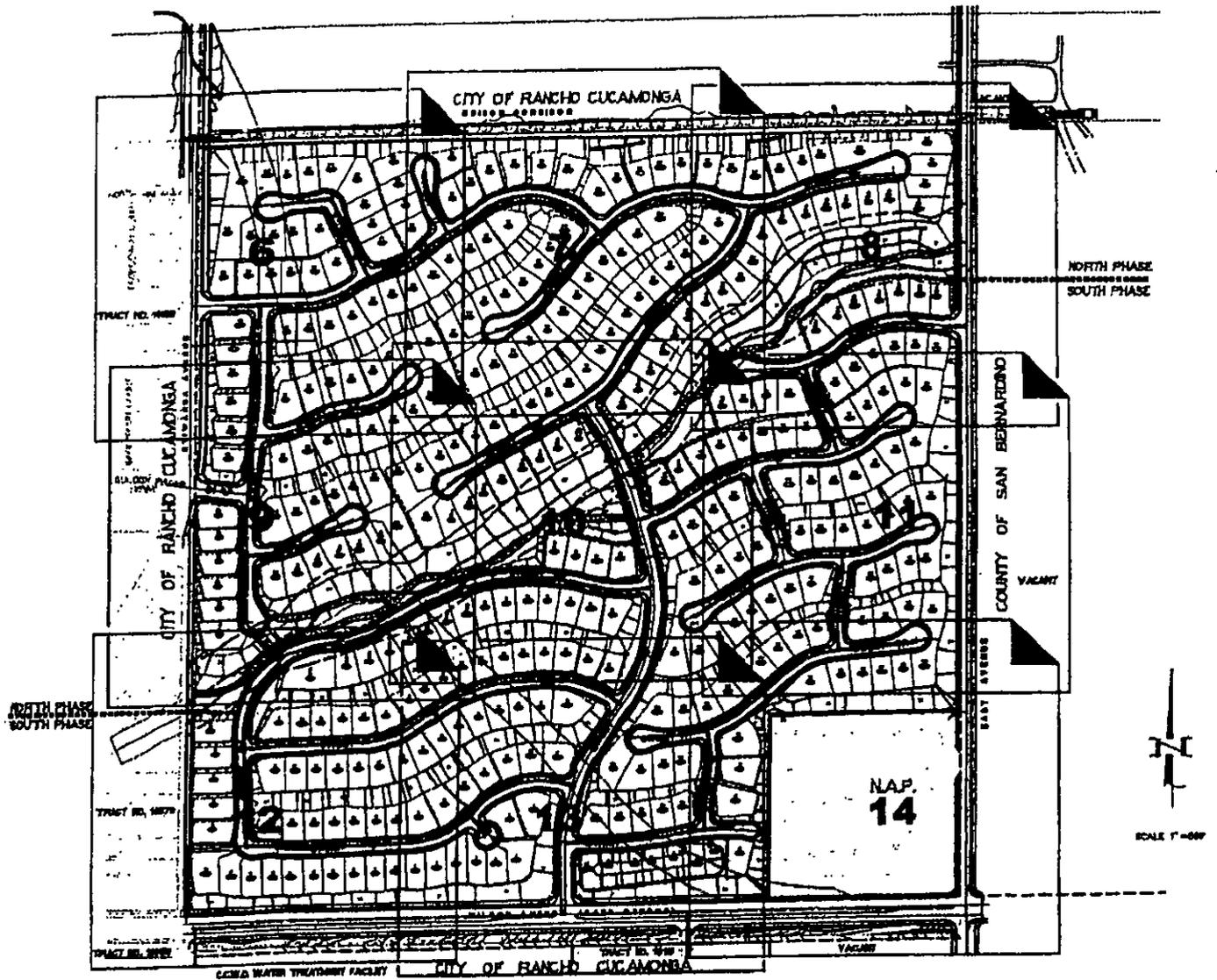
**EXHIBIT NO. 3**

SEE SHEET 17



**LOT SUMMARY "NORTH PHASE" (SQUARE FEET)**

LOT NO.	LOT AREA	PRO AREA	LOT NO.	LOT AREA	PRO AREA	LOT NO.	LOT AREA	PRO AREA	LOT NO.	LOT AREA	PRO AREA	LOT NO.	LOT AREA	PRO AREA
100	10,137	8,000	100	11,100	8,500	200	1,100	7,000	200	6,000	7,500	300	1,500	7,400
101	8,000	7,200	201	8,100	6,100	201	8,000	6,000	301	10,700	8,200	301	10,000	6,500
102	1,000	7,000	202	8,200	6,200	202	8,100	6,100	302	10,800	8,300	302	10,100	6,600
103	1,000	7,000	203	8,300	6,300	203	8,200	6,200	303	10,900	8,400	303	10,200	6,700
104	1,000	7,000	204	8,400	6,400	204	8,300	6,300	304	11,000	8,500	304	10,300	6,800
105	1,000	7,000	205	8,500	6,500	205	8,400	6,400	305	11,100	8,600	305	10,400	6,900
106	1,000	7,000	206	8,600	6,600	206	8,500	6,500	306	11,200	8,700	306	10,500	7,000
107	1,000	7,000	207	8,700	6,700	207	8,600	6,600	307	11,300	8,800	307	10,600	7,100
108	1,000	7,000	208	8,800	6,800	208	8,700	6,700	308	11,400	8,900	308	10,700	7,200
109	1,000	7,000	209	8,900	6,900	209	8,800	6,800	309	11,500	9,000	309	10,800	7,300
110	1,000	7,000	210	9,000	7,000	210	8,900	6,900	310	11,600	9,100	310	10,900	7,400
111	1,000	7,000	211	9,100	7,100	211	9,000	7,000	311	11,700	9,200	311	11,000	7,500
112	1,000	7,000	212	9,200	7,200	212	9,100	7,100	312	11,800	9,300	312	11,100	7,600
113	1,000	7,000	213	9,300	7,300	213	9,200	7,200	313	11,900	9,400	313	11,200	7,700
114	1,000	7,000	214	9,400	7,400	214	9,300	7,300	314	12,000	9,500	314	11,300	7,800
115	1,000	7,000	215	9,500	7,500	215	9,400	7,400	315	12,100	9,600	315	11,400	7,900
116	1,000	7,000	216	9,600	7,600	216	9,500	7,500	316	12,200	9,700	316	11,500	8,000
117	1,000	7,000	217	9,700	7,700	217	9,600	7,600	317	12,300	9,800	317	11,600	8,100
118	1,000	7,000	218	9,800	7,800	218	9,700	7,700	318	12,400	9,900	318	11,700	8,200
119	1,000	7,000	219	9,900	7,900	219	9,800	7,800	319	12,500	10,000	319	11,800	8,300
120	1,000	7,000	220	10,000	8,000	220	9,900	7,900	320	12,600	10,100	320	11,900	8,400
121	1,000	7,000	221	10,100	8,100	221	10,000	8,000	321	12,700	10,200	321	12,000	8,500
122	1,000	7,000	222	10,200	8,200	222	10,100	8,100	322	12,800	10,300	322	12,100	8,600
123	1,000	7,000	223	10,300	8,300	223	10,200	8,200	323	12,900	10,400	323	12,200	8,700
124	1,000	7,000	224	10,400	8,400	224	10,300	8,300	324	13,000	10,500	324	12,300	8,800
125	1,000	7,000	225	10,500	8,500	225	10,400	8,400	325	13,100	10,600	325	12,400	8,900
126	1,000	7,000	226	10,600	8,600	226	10,500	8,500	326	13,200	10,700	326	12,500	9,000
127	1,000	7,000	227	10,700	8,700	227	10,600	8,600	327	13,300	10,800	327	12,600	9,100
128	1,000	7,000	228	10,800	8,800	228	10,700	8,700	328	13,400	10,900	328	12,700	9,200
129	1,000	7,000	229	10,900	8,900	229	10,800	8,800	329	13,500	11,000	329	12,800	9,300
130	1,000	7,000	230	11,000	9,000	230	10,900	8,900	330	13,600	11,100	330	12,900	9,400
131	1,000	7,000	231	11,100	9,100	231	11,000	9,000	331	13,700	11,200	331	13,000	9,500
132	1,000	7,000	232	11,200	9,200	232	11,100	9,100	332	13,800	11,300	332	13,100	9,600
133	1,000	7,000	233	11,300	9,300	233	11,200	9,200	333	13,900	11,400	333	13,200	9,700
134	1,000	7,000	234	11,400	9,400	234	11,300	9,300	334	14,000	11,500	334	13,300	9,800
135	1,000	7,000	235	11,500	9,500	235	11,400	9,400	335	14,100	11,600	335	13,400	9,900
136	1,000	7,000	236	11,600	9,600	236	11,500	9,500	336	14,200	11,700	336	13,500	10,000
137	1,000	7,000	237	11,700	9,700	237	11,600	9,600	337	14,300	11,800	337	13,600	10,100
138	1,000	7,000	238	11,800	9,800	238	11,700	9,700	338	14,400	11,900	338	13,700	10,200
139	1,000	7,000	239	11,900	9,900	239	11,800	9,800	339	14,500	12,000	339	13,800	10,300
140	1,000	7,000	240	12,000	10,000	240	11,900	9,900	340	14,600	12,100	340	13,900	10,400
141	1,000	7,000	241	12,100	10,100	241	12,000	10,000	341	14,700	12,200	341	14,000	10,500
142	1,000	7,000	242	12,200	10,200	242	12,100	10,100	342	14,800	12,300	342	14,100	10,600
143	1,000	7,000	243	12,300	10,300	243	12,200	10,200	343	14,900	12,400	343	14,200	10,700
144	1,000	7,000	244	12,400	10,400	244	12,300	10,300	344	15,000	12,500	344	14,300	10,800
145	1,000	7,000	245	12,500	10,500	245	12,400	10,400	345	15,100	12,600	345	14,400	10,900
146	1,000	7,000	246	12,600	10,600	246	12,500	10,500	346	15,200	12,700	346	14,500	11,000
147	1,000	7,000	247	12,700	10,700	247	12,600	10,600	347	15,300	12,800	347	14,600	11,100
148	1,000	7,000	248	12,800	10,800	248	12,700	10,700	348	15,400	12,900	348	14,700	11,200
149	1,000	7,000	249	12,900	10,900	249	12,800	10,800	349	15,500	13,000	349	14,800	11,300
150	1,000	7,000	250	13,000	11,000	250	12,900	10,900	350	15,600	13,100	350	14,900	11,400
151	1,000	7,000	251	13,100	11,100	251	13,000	11,000	351	15,700	13,200	351	15,000	11,500
152	1,000	7,000	252	13,200	11,200	252	13,100	11,100	352	15,800	13,300	352	15,100	11,600
153	1,000	7,000	253	13,300	11,300	253	13,200	11,200	353	15,900	13,400	353	15,200	11,700
154	1,000	7,000	254	13,400	11,400	254	13,300	11,300	354	16,000	13,500	354	15,300	11,800
155	1,000	7,000	255	13,500	11,500	255	13,400	11,400	355	16,100	13,600	355	15,400	11,900
156	1,000	7,000	256	13,600	11,600	256	13,500	11,500	356	16,200	13,700	356	15,500	12,000
157	1,000	7,000	257	13,700	11,700	257	13,600	11,600	357	16,300	13,800	357	15,600	12,100
158	1,000	7,000	258	13,800	11,800	258	13,700	11,700	358	16,400	13,900	358	15,700	12,200
159	1,000	7,000	259	13,900	11,900	259	13,800	11,800	359	16,500	14,000	359	15,800	12,300
160	1,000	7,000	260	14,000	12,000	260	13,900	11,900	360	16,600	14,100	360	15,900	12,400
161	1,000	7,000	261	14,100	12,100	261	14,000	12,000	361	16,700	14,200	361	16,000	12,500
162	1,000	7,000	262	14,200	12,200	262	14,100	12,100	362	16,800	14,300	362	16,100	12,600
163	1,000	7,000	263	14,300	12,300	263	14,200	12,200	363	16,900	14,400	363	16,200	12,700
164	1,000	7,000	264	14,400	12,400	264	14,300	12,300	364	17,000	14,500	364	16,300	12,800
165	1,000	7,000	265	14,500	12,500	265	14,400	12,400	365	17,100	14,600	365	16,400	12,900
166	1,000	7,000	266	14,600	12,600	266	14,500	12,500	366	17,200	14,700	366	16,500	13,000
167	1,000	7,000	267	14,700	12,700	267	14,600	12,600	367	17,300	14,800	367	16,600	13,100
168	1,000	7,000	268	14,800	12,800	268	14,700	12,700	368	17,400	14,900	368	16,700	13,200
169	1,000	7,000	269	14,900	12,900	269	14,800	12,800	369	17,500	15,000	369	16,800	13,300
170	1,000	7,000	270	15,000	13,000	270	14,900	12,900	370	17,600	15,100	370	16,900	13,400
171	1,000	7,000	271	15,100	13,100	271	15,000	13,000	371	17,700	15,200	371	17,000	13,500
172	1,000	7,000	272	15,200	13,200	272	15,100	13,100	372	17,800	15,300	372	17,100	13,600
173	1,000	7,000	273	15,300	13,300	273	15,200	13,200	373	17,900	15,400	373	17,200	13,700
174	1,000	7,000	274	15,400	13,400	274	15,300	13,300	374	18,000	15,500	374	17,300	13,800
175	1,000	7,000	275	15,500	13,500	275	15,400	13,400	375	18,100	15,600	375	17,400	13,900
176	1,000	7,000	276	15,600	13,600	276	15,500	13,500	376	18,200	15,700	376	17,500	14,000
177	1,000	7,000	277	15,700	13,700	277	15,600	13,600	377	18,300	15,800	377	17,600	14,100
178	1,000	7,000	278	15,800	13,800	278	15,700	13,700	378	18,400	15,900	378	17,700	14,200
179	1,000	7,000	279	15,900	13,900	279	15,800	13,800	379	18,500				



**LEGEND**  
 ----- PHASE LINE

**PREPARED FOR:**  
*Richland Pinehurst Inc.*  
 3 BARNES PROMENADE  
 SUITE 100  
 SANTA ANA, CA 92705  
 PHONE: (714) 781-1700  
 FAX: (714) 781-0004

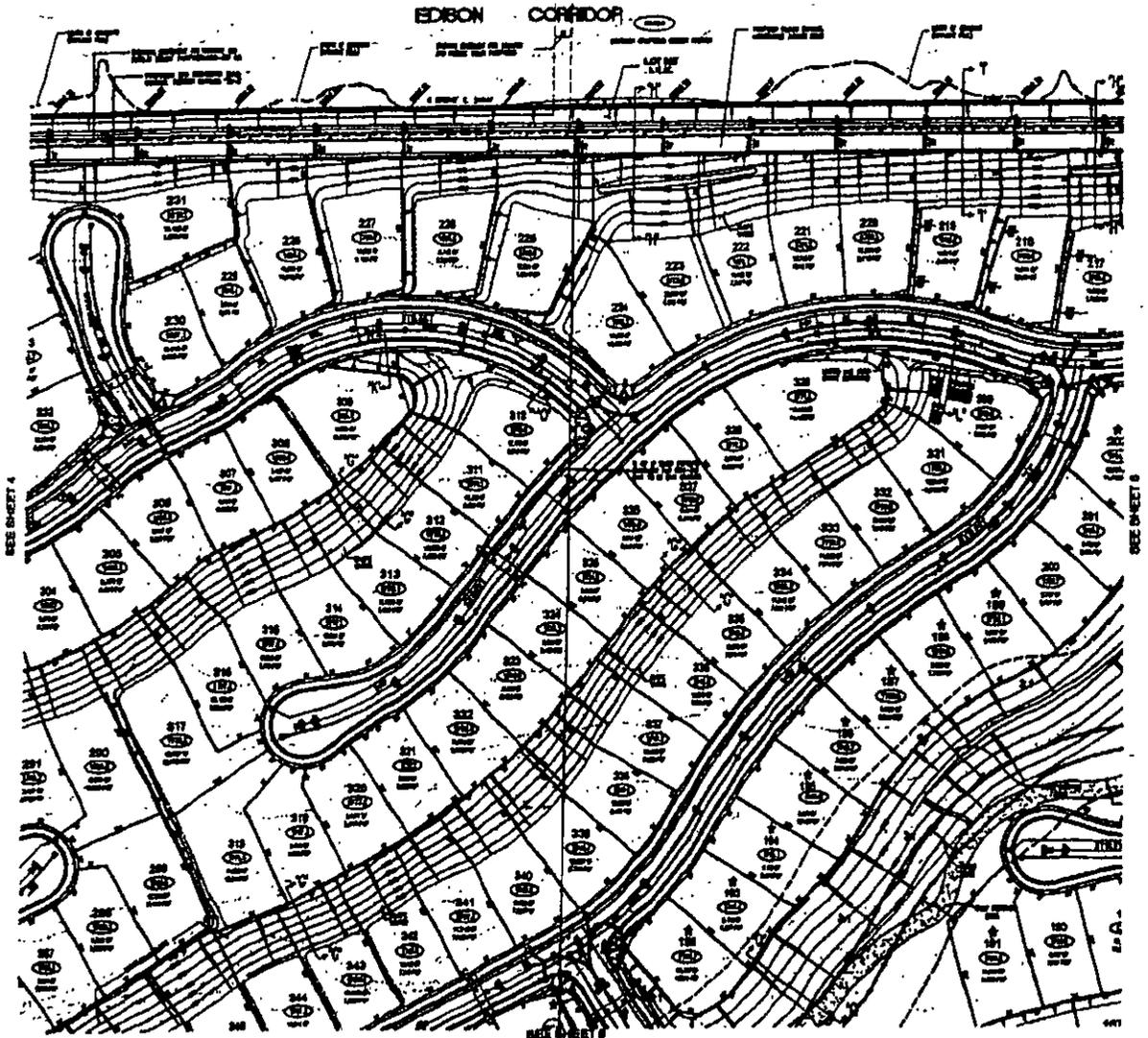
**PREPARED BY:**  
**MDS** 4000  
 10000  
 100000  
 1000000  
 10000000  
 100000000  
 1000000000

**DEVELOPMENT AGREEMENT EXHIBIT**  
**TRACT NO. 1607**  
 RESIDENTIAL LOTS  
**CONCEPTUAL GRADING PLAN INDEX MAP**

**EXHIBIT NO. 5**

Date Prepared: March 22, 2000  
 SHEET 5 OF 5





**LEGEND**

EXISTING STREET BOUNDARY	
EXISTING DRIVEWAY	
EXISTING WALKWAY	
EXISTING PUBLIC UTILITY TRENCH OR CONDUIT	
PROPOSED STREET BOUNDARY	
PROPOSED DRIVEWAY BOUNDARY	
PROPOSED WALKWAY BOUNDARY	
PROPOSED LOT BOUNDARY	
PROPOSED LOT AREA	
PROPOSED LOT AREA	
PROPOSED TRACT BOUNDARY	
PROPOSED 21 TO 24 GAPS	
LANDS ACQUISITION POWER RESERVATION	
EXISTING LIGHT	
PROPOSED RETENTION WALL, ACCESS	
PROPOSED PUBLIC UTILITY TRENCH OR CONDUIT	
PROPOSED FIRE HYDRANT	
PROPOSED UTILITIES TO BE RELOCATED	

**NOTES**

- SEE SHEET 10-11 FOR OVERALL SECTION AND SITE PLAN SECTION
- SEE SHEET 10 FOR STREET SECTION
- PROPOSED DRIVEWAY BOUNDARY IS CALCULATED ON 10% GRADE
- PROPOSED DRIVEWAY SHALL NOT BE WIDER THAN 10 FEET
- A DEVELOPMENT SHALL BE COMPLETED ON LOTS 10-11 AND 10-12 IN ACCORDANCE WITH THE PROVISIONS OF THE SUBDIVISION MAP ACT AND THE SUBDIVISION MAP ACT REGULATIONS.



PREPARED FOR:  
**Richland Pinehurst Inc.**  
 1 IMPERIAL PROMENADE  
 SUITE 100  
 SANTA ANA, CA 92705  
 PHONE: (714) 708-4700  
 FAX: (714) 708-4704

PREPARED BY:  
**MDS**

<b>MDS</b>	PROJECT: DATE: DRAWN BY: CHECKED BY: APPROVED BY:
------------	---

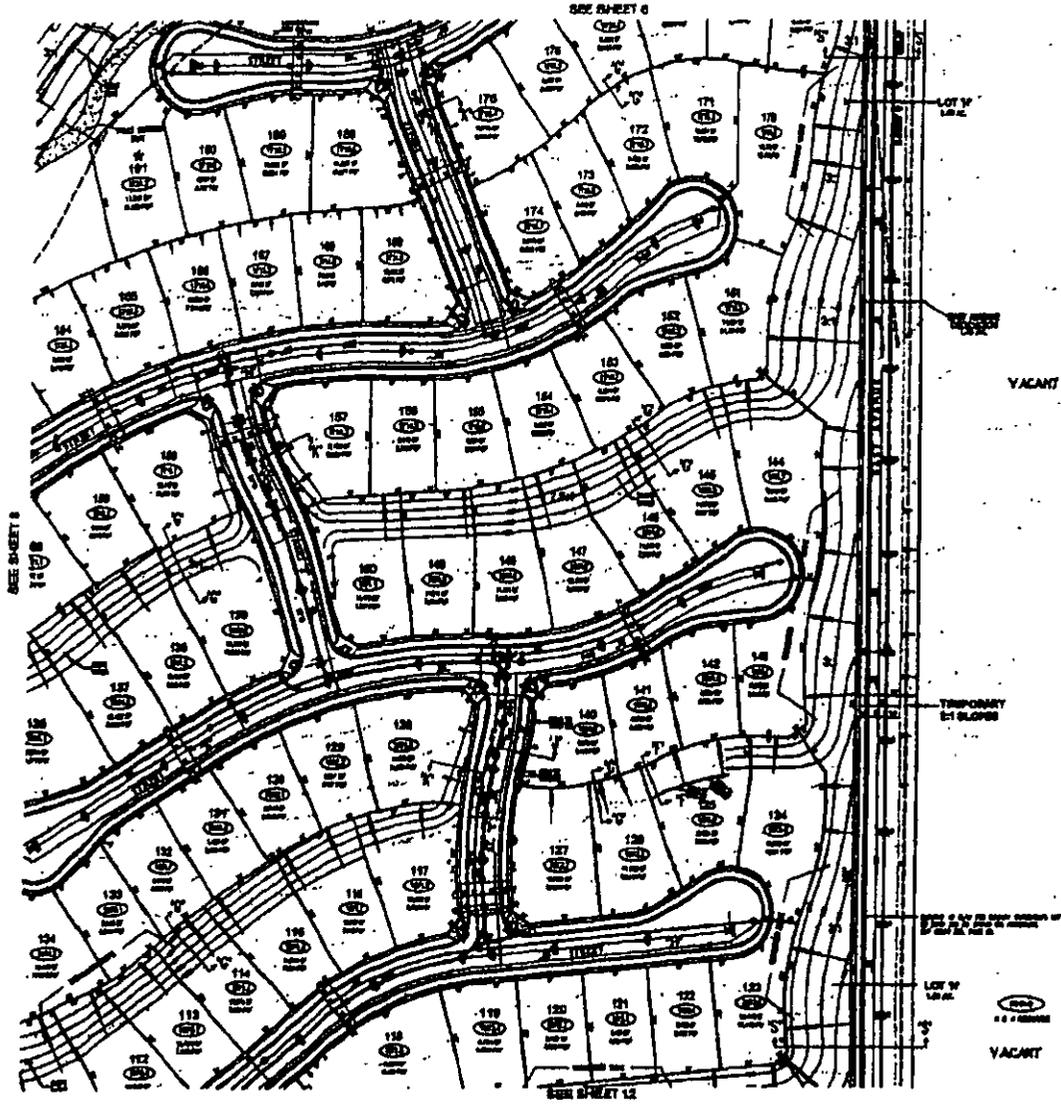
**DEVELOPMENT AGREEMENT EXHIBIT**  
**TRACT NO. 1607**  
 RESIDENTIAL LOTS 1-4  
**CONCEPTUAL GRADING PLAN**  
 (Date Prepared: March 20, 2011)  
 Sheet 7 of 2

**EXHIBIT NO. 7**









- LEGEND**
- EXISTING STREET CROWN
  - EXISTING STREET EDGE
  - EXISTING STREET SLOPE
  - EXISTING SIDEWALK
  - EXISTING PUBLIC UTILITY CONDUIT
  - EXISTING SIDEWALK
  - PROPOSED STREET CROWN
  - PROPOSED STREET EDGE
  - PROPOSED STREET SLOPE
  - PROPOSED SIDEWALK
  - PROPOSED FOG SIGNAL
  - PROPOSED LOT MARK
  - PROPOSED LOT AREA
  - PROPOSED FENCE
  - EXISTING TRACT BOUNDARY
  - PROPOSED ST. TO ST. SLOPE
  - LAND USE ADJUSTMENT DISTANCE
  - STREET MARK
  - PROPOSED PROPOSED TRAIL ACCESS
  - PROPOSED TRAIL ACCESS
  - PROPOSED PERMITS
  - PROPOSED PERMITS
  - PROPOSED PERMITS

- NOTES**
1. SEE SHEET 10-1 FOR GRADING SECTION AND SECTION
  2. SEE SHEET 10-2 FOR STREET SECTION
  3. PROPOSED GRADING SHOWN IN ALL SECTIONS ARE:
    - 1. 1:100 TO 2:100
    - 2. 1:100 TO 2:100
  4. EXISTING EXISTING STREETS ARE SHOWN IN
  5. EXISTING EXISTING STREETS ARE SHOWN IN
  6. SEE SHEET 10-1 FOR FUTURE PROPOSED STREETS
  7. SEE SHEET 10-1 FOR FUTURE PROPOSED STREETS
  8. SEE SHEET 10-1 FOR FUTURE PROPOSED STREETS
  9. SEE SHEET 10-1 FOR FUTURE PROPOSED STREETS



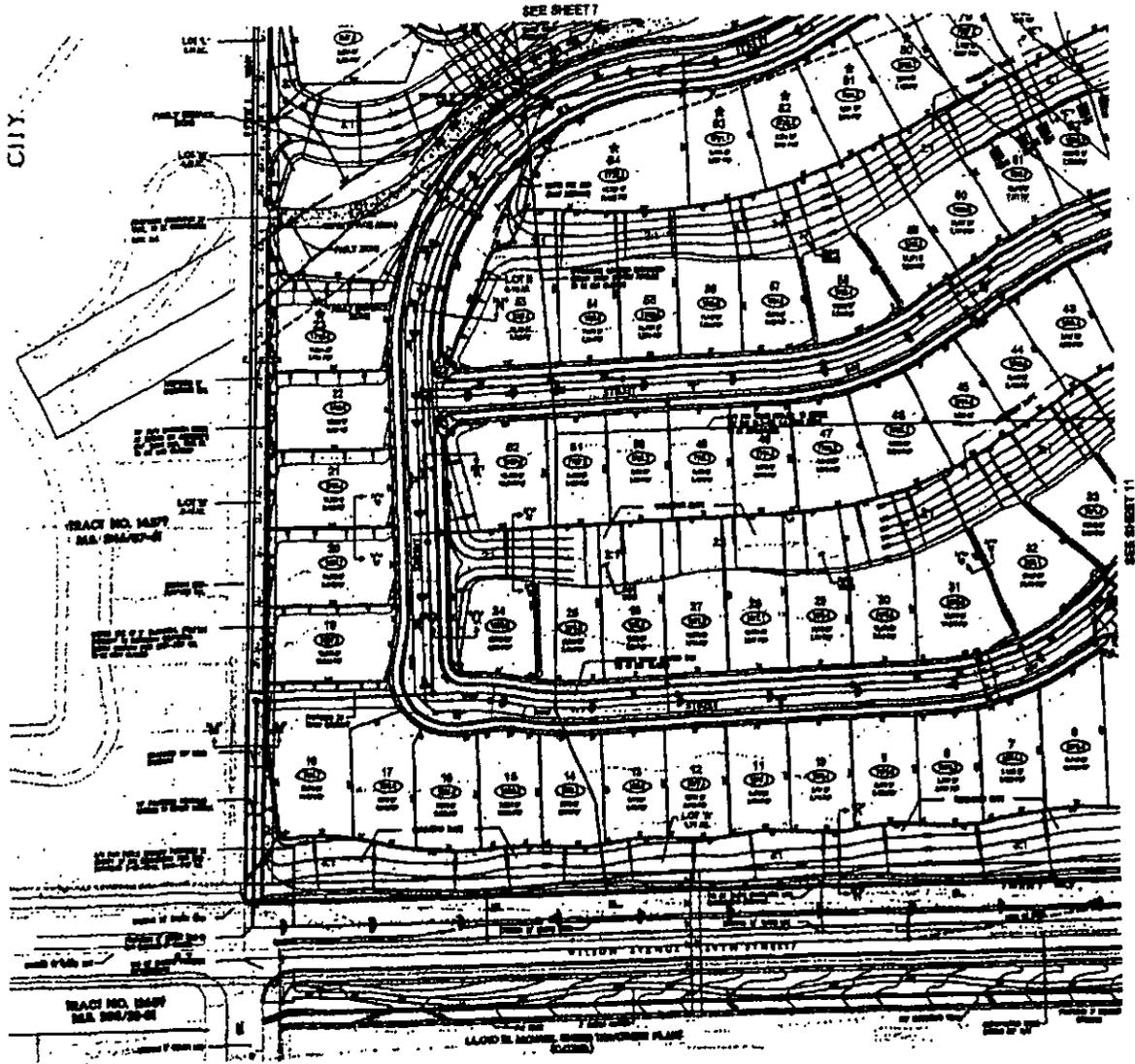
PREPARED FOR:  
**Richland Pinchurst Inc.**  
 3 IMPERIAL PROMENADE  
 SUITE 100  
 SANTA ANA, CA 92707  
 PHONE: (714) 768-1746  
 FAX: (714) 768-1744

PREPARED BY:  
**MDS**



**DEVELOPMENT AGREEMENT EXHIBIT**  
**TRACT NO. 1607**  
 RESIDENTIAL LOTS 1-4  
**CONCEPTUAL GRADING PLAN**  
 Date Prepared: March 30, 2011  
 Sheet 11 of 2

**EXHIBIT NO. 11**



- LEGEND**
- EXISTING STREET ELEVATIONS
  - EXISTING STREET CROWN
  - EXISTING STREET FURROW
  - EXISTING UTILITY SYSTEM
  - EXISTING PUBLIC UTILITY ELEVATION
  - EXISTING PUBLIC UTILITY FURROW
  - PROPOSED STREET ELEVATION
  - PROPOSED STREET CROWN
  - PROPOSED STREET FURROW
  - PROPOSED UTILITY ELEVATION
  - PROPOSED UTILITY FURROW
  - PROPOSED LOT AREA
  - PROPOSED PERMITS
  - PROPOSED STREET ELEVATION
  - PROPOSED UTILITY ELEVATION
  - PROPOSED UTILITY FURROW
  - PROPOSED UTILITY ELEVATION
  - PROPOSED UTILITY FURROW
  - PROPOSED UTILITY ELEVATION
  - PROPOSED UTILITY FURROW
- NOTES**
1. SEE SHEET 10 FOR OTHER SECTIONS AND SITE CROSS SECTION
  2. SEE SHEET 11 FOR STREET SECTIONS
  3. ALL ELEVATIONS ARE IN FEET UNLESS OTHERWISE NOTED
  4. EXISTING UTILITY SYSTEMS SHALL BE DELETED UNLESS OTHERWISE NOTED
  5. ALL UTILITIES SHALL BE DELETED UNLESS OTHERWISE NOTED
  6. ALL UTILITIES SHALL BE DELETED UNLESS OTHERWISE NOTED
  7. ALL UTILITIES SHALL BE DELETED UNLESS OTHERWISE NOTED
  8. ALL UTILITIES SHALL BE DELETED UNLESS OTHERWISE NOTED
  9. ALL UTILITIES SHALL BE DELETED UNLESS OTHERWISE NOTED
  10. ALL UTILITIES SHALL BE DELETED UNLESS OTHERWISE NOTED



PREPARED FOR:  
**Richland Pinehurst Inc.**  
 1 IMPERIAL PROMENADE  
 SUITE 100  
 SANTA ANA, CA 92707  
 PHONE: (714) 766-4749  
 FAX: (714) 766-4744

PREPARED BY:

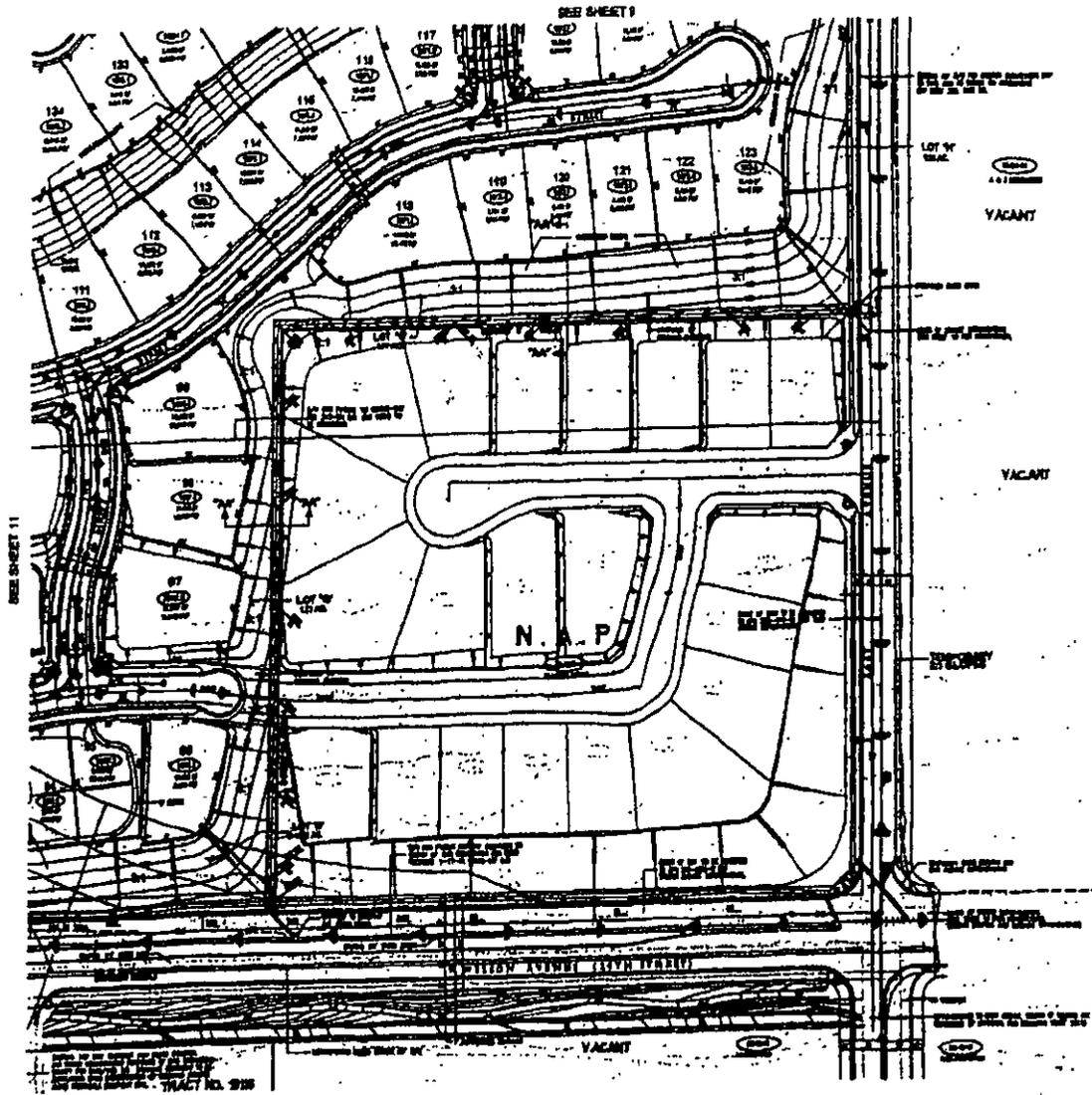
**MDS**

PLANNED ENGINEERING CONSULTANTS

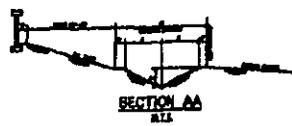
**DEVELOPMENT AGREEMENT EXHIBIT**  
**TRACT NO. 1607**  
 RESIDENTIAL LOTS 1-4  
**CONCEPTUAL GRADING PLAN**  
 Date Prepared: March 20, 2001  
 Sheet 12 of 2  
 CITY OF RICHMOND, COUNTY OF SAN JOAQUIN STATE OF CALIFORNIA

**EXHIBIT NO. 12**





- LEGEND**
- EXISTING PROPERTY LINES
  - EXISTING UTILITY LINES
  - EXISTING EASEMENTS
  - EXISTING RIGHT-OF-WAY
  - EXISTING STREETS
  - EXISTING DRIVEWAYS
  - EXISTING SIDEWALKS
  - EXISTING CURBS
  - EXISTING FENCES
  - EXISTING TREES
  - EXISTING SPACES
  - EXISTING WALLS
  - EXISTING POLES
  - EXISTING SIGNAGE
  - EXISTING LIGHTING
  - EXISTING LANDSCAPE
  - EXISTING UTILITIES
  - EXISTING EROSION CONTROL
  - EXISTING DRAINAGE
  - EXISTING FLOODING
  - EXISTING SEWER
  - EXISTING WATER
  - EXISTING GAS
  - EXISTING TELEPHONE
  - EXISTING CABLE
  - EXISTING POWER
  - EXISTING OTHER
- NOTES**
1. SEE SHEET 10 FOR OTHER SHEETS AND CITY ORDINANCES
  2. SEE SHEET 11 FOR OTHER SHEETS
  3. PROPERTY LINES SHOWN; BALANCE OF SITE, LAYOUT OF LOTS, LAYOUT OF STREETS
  4. ALL OTHERS SHALL BE SHOWN ON SHEET 11
  5. ALL OTHERS SHALL BE SHOWN ON SHEET 11
  6. ALL OTHERS SHALL BE SHOWN ON SHEET 11
  7. ALL OTHERS SHALL BE SHOWN ON SHEET 11
  8. ALL OTHERS SHALL BE SHOWN ON SHEET 11
  9. ALL OTHERS SHALL BE SHOWN ON SHEET 11
  10. ALL OTHERS SHALL BE SHOWN ON SHEET 11



PREPARED FOR:  
**Richard Pinchurst Inc.**  
 2 IMPERIAL PROMENADE  
 SUITE 100  
 SANTA ANA, CA 92707  
 PHONE: (714) 768-4740  
 FAX: (714) 768-4741

PREPARED BY:

<b>MDS</b>	REGISTERED ENGINEER
	REGISTERED SURVEYOR

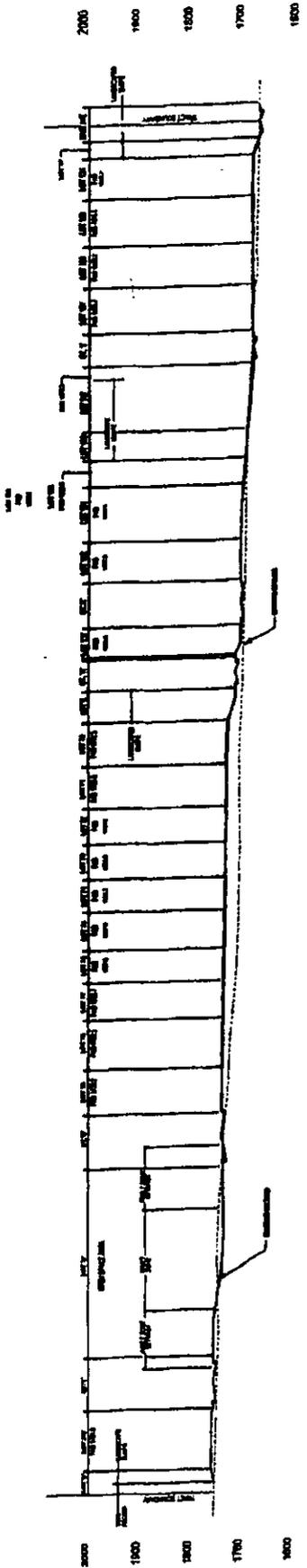
**DEVELOPMENT AGREEMENT EXHIBIT**  
**TRACT NO. 16072**  
 RESIDENTIAL LOTS 1-22

**CONCEPTUAL GRADING PLAN**

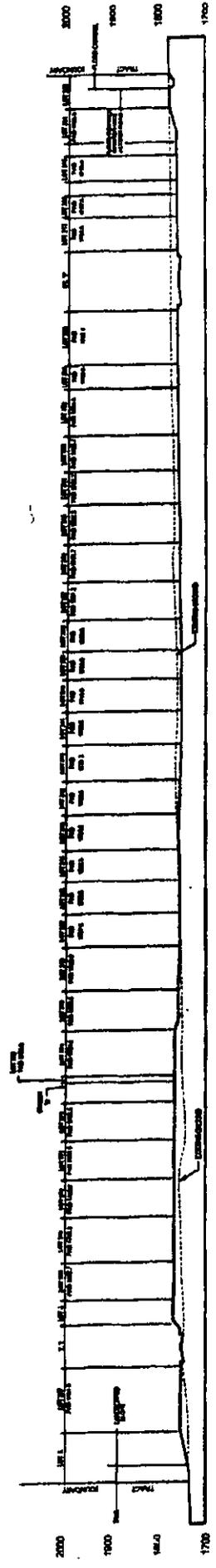
Date Prepared: March 30, 2011  
 Sheet 14 of 22  
 CIVIL ENGINEER, COUNTY OF ORANGE, STATE OF CALIFORNIA  
 LICENSE NO. 44444

**EXHIBIT NO. 14**





SECTION D-D



SECTION E-E



SECTION INDEX MAP

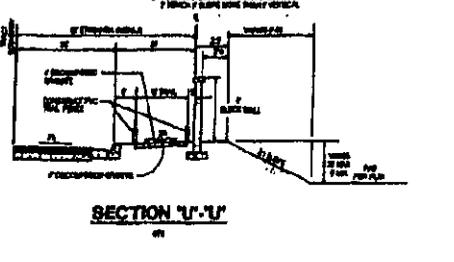
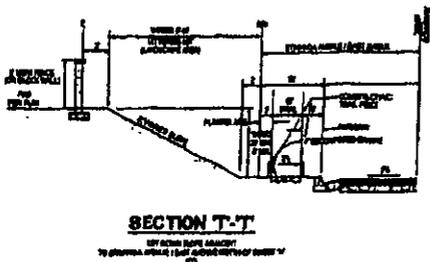
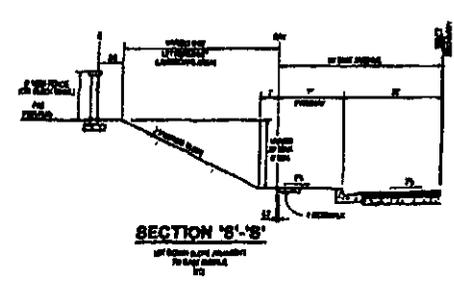
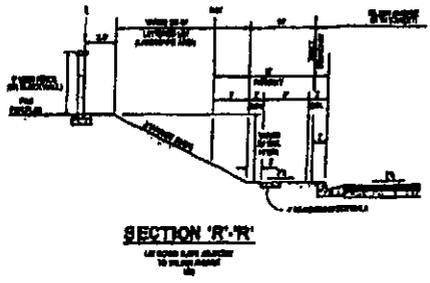
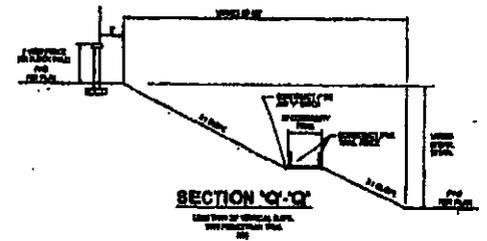
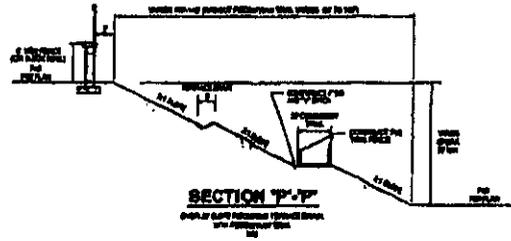
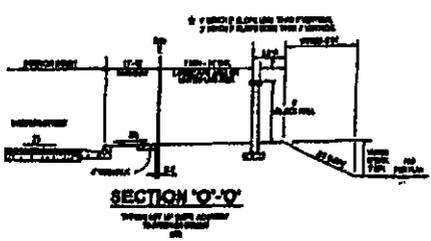
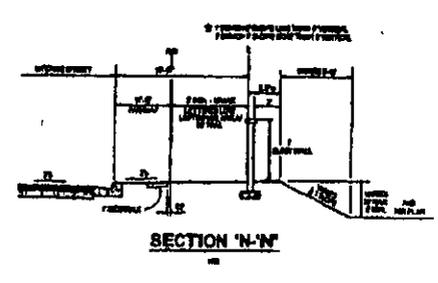
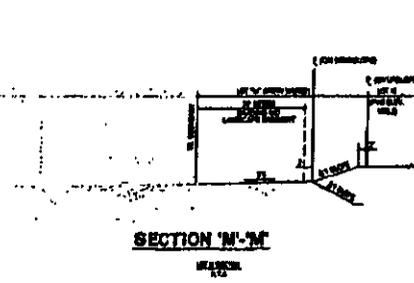
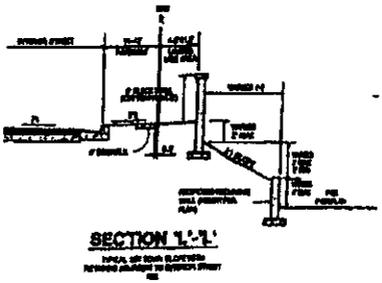
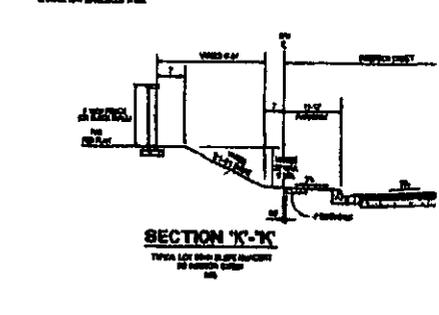
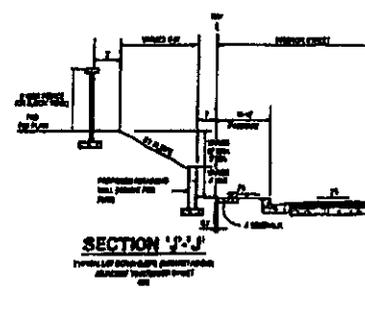
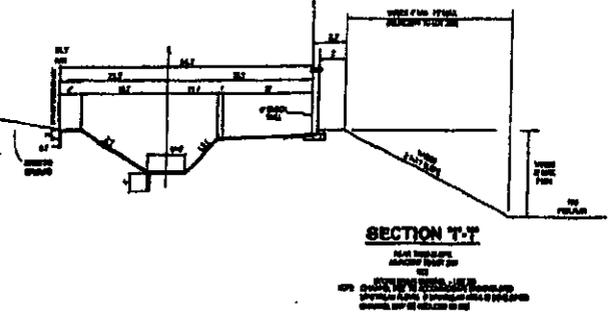
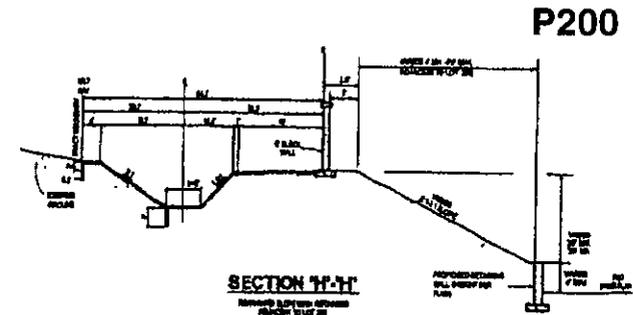
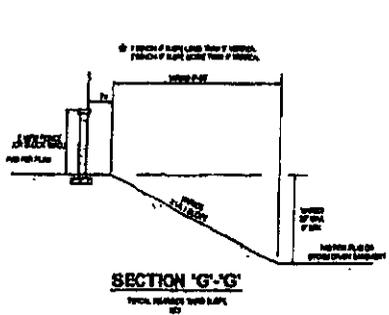
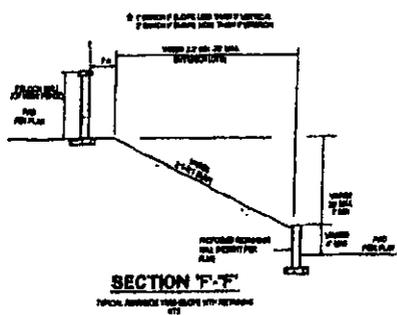
PREPARED FOR:  
**Richard Finckelstein Inc.**  
 3 SUPERIOR PROMENADE  
 SUITE 100, SAN ANTONIO, CA 95128  
 PHONE: (415) 758-1196  
 FAC: (415) 758-1196  
 TELEFAX: (415) 758-1196



**DEVELOPMENT  
 AGREEMENT EXHIBIT  
 TRACT NO. 16072**

RESIDENTIAL LOTS 1-358

**GRADING  
 SECTIONS**  
 Date Prepared: March 30, 2004  
 Sheet 16 of 17



PREPARED FOR:  
**Richland Pinhurst Inc.**  
3 IMPERIAL PROMENADE  
SUITE 100  
SANTA ANA, CA 92707  
PHONE: (714) 763-4740  
FAX: (714) 763-4744

PREPARED BY:  
**MDS**  
PLANNERS ENGINEERS ARCHITECTS

**DEVELOPMENT AGREEMENT EXHIBIT TRACT NO. 16072**

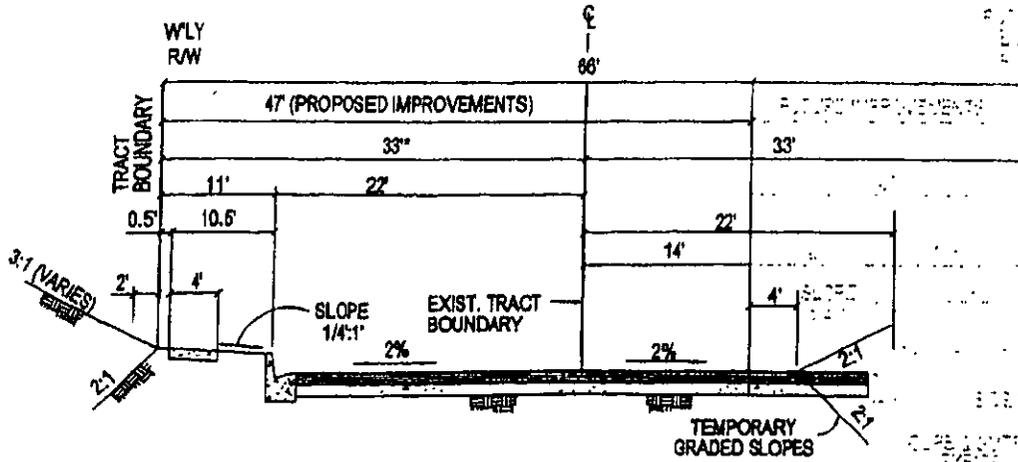
RESIDENTIAL LOTS 1-31

**GRADING SECTIONS**

Case Project: March 20, 20  
Sheet 17 of 22

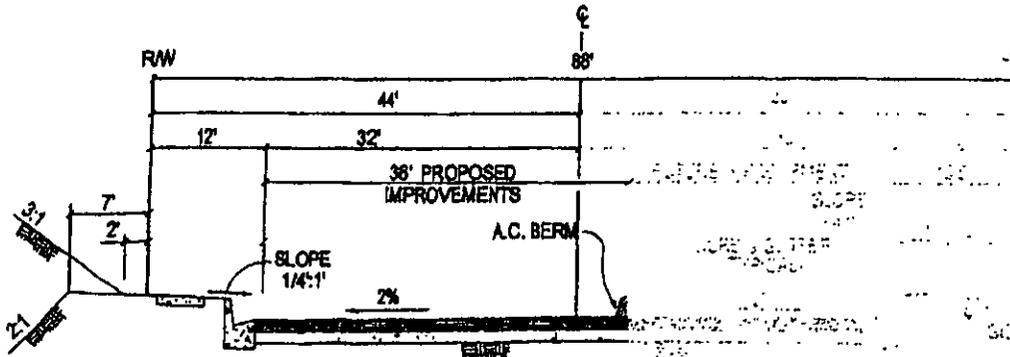
**EXHIBIT NO. 17**





**EAST AVENUE (NORTH OF WILSON AVENUE)**

N.T.S.  
\* EAST AVENUE DEDICATION



**EAST AVENUE (SOUTH OF WILSON AVENUE TO SUMMIT AVENUE)**

N.T.S.  
(IMPROVEMENTS BASED ON "CONDITIONS OF APPROVAL" FOR T.T. 16113)

PREPARED FOR:  
**Richland Pinchurst Inc.**  
SPECIAL PROMODE  
BLITE 150  
SANTA ANA, CA 92701  
PHONE: (714) 786-0242  
FAX: (714) 786-7144

PREPARED BY:  
**MDS**  
MDS ENGINEERING CONSULTANTS  
2425 HOBBS ROAD, SUITE 100, COSTA MESA, CA 92626  
PHONE: (714) 769-1100  
FAX: (714) 769-1101

**DEVELOPMENT AGREEMENT EXHIBIT**  
**TRACT NO. 1607**

RESIDENTIAL LOTS 1-3

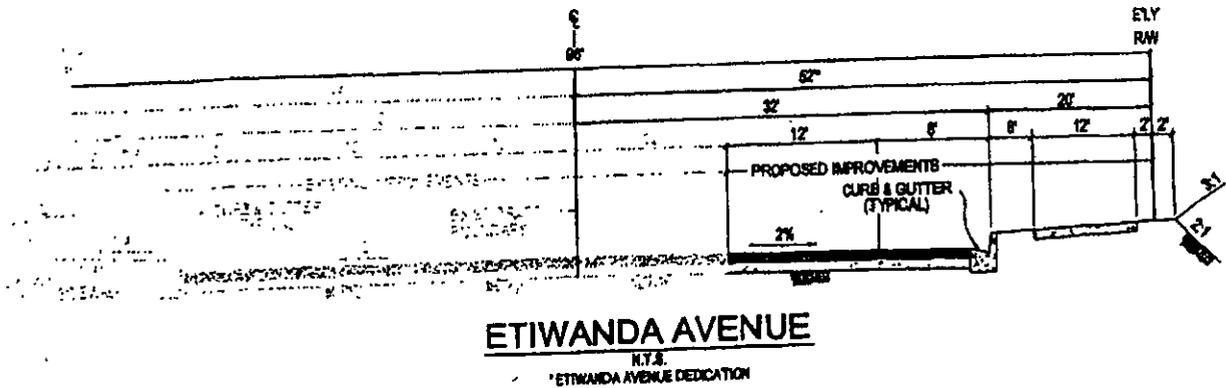
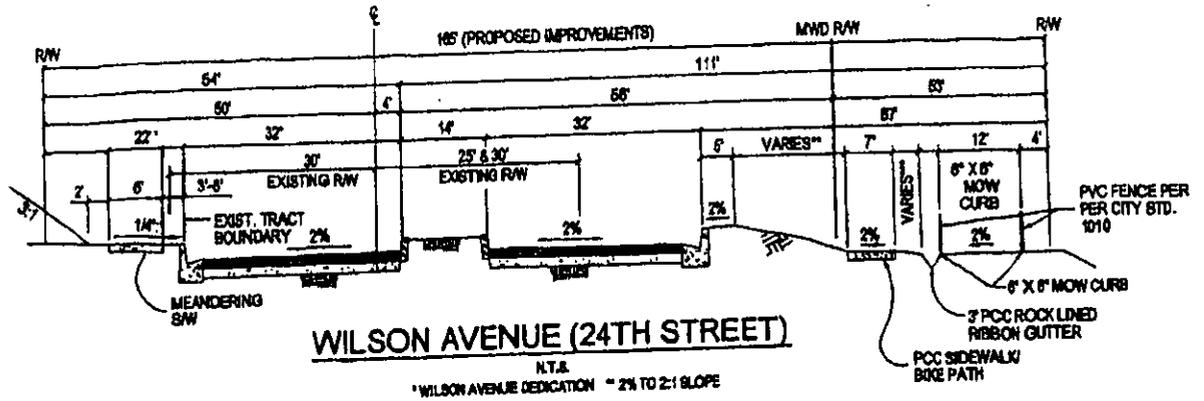
**TYPICAL STREET SECTION**

Date Prepared: March 30, 2001

Sheet 19 of 2

CITY OF RICHLAND, CALIFORNIA, COUNTY OF BUTTE, COUNTY OF COLI

**EXHIBIT NO. 19**



PREPARED FOR:  
**Richland Pinhurst Inc.**  
 3 IMPERIAL PROMENADE  
 SUITE 100  
 SANTA ANA, CA 92707  
 PHONE: (714) 796-1760  
 FAX: (714) 708-2246

PREPARED BY:

<b>MDS</b>	00000	00000	00000
	00000	00000	00000
	00000	00000	00000
	00000	00000	00000

REGISTERED PROFESSIONAL ENGINEER

**DEVELOPMENT AGREEMENT EXHIBIT**  
**TRACT NO. 1607**  
 RESIDENTIAL LOTS 1-3

**TYPICAL STREET SECTION**

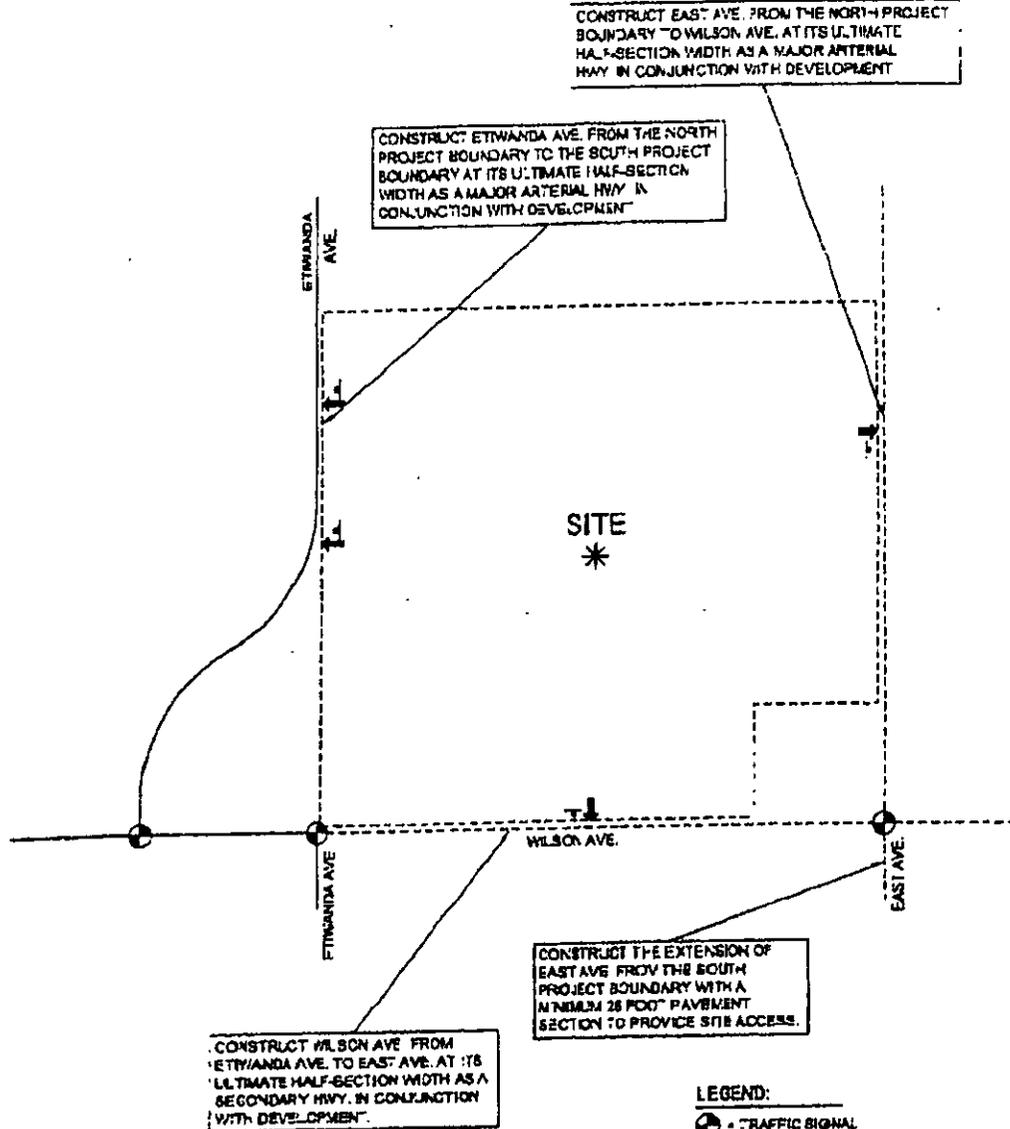
Date Prepared: March 30, 2002  
 Sheet 20 of 22

BY: [Signature] COUNTY OF SHERIDAN, STATE OF CALIF.

**EXHIBIT NO. 20**



# EXHIBIT 7-A CIRCULATION RECOMMENDATIONS



1056 21-0122A  
ETIWANDA PROJECT ES (TM 18072), Rancho Cucamonga, California

**RK** engineering group, inc.

7-7

PREPARED FOR:  
*Richland Pinehurst Inc.*  
3 IMPERIAL PROMENADE  
SUITE 110  
SANTA ANA, CA 92707  
PHONE: (714) 762-1100  
FAX: (714) 762-1101

PREPARED BY:  
**MDS**  
MDS ENGINEERING GROUP  
14000 14000 14000 14000

**DEVELOPMENT  
AGREEMENT EXHIBIT  
TRACT NO. 16072**

RESIDENTIAL LOTS 1-3

**REGIONAL TRANSPORTATION  
IMPROVEMENTS**

Date Prepared: March 30, 2001

Sheet 22 of 2

OFFICE OF REGIONAL TRANSPORTATION, COUNTY OF SHERIDAN, STATE OF OREGON

# EXHIBIT NO. 22



INTERIM  
DETENTION  
BASIN

INTERIM  
DETENTION  
BASIN



SCALE 1"=60'

PREPARED FOR:  
*Richland Pinehurst Inc.*  
2 SPANISH PROMENADE  
SUITE 100  
DANTA HILL, CA. 91707  
PHONE: (714) 708-4740  
FAX: (714) 708-4744

PREPARED BY:

<b>MDS</b>	OWNER	DATE	PROJECT NO.
	PLANNER	DATE	PROJECT NO.
	ENGINEER	DATE	PROJECT NO.
	ARCHITECT	DATE	PROJECT NO.

PLANNING ENGINEERING SURVEYING

**DEVELOPMENT  
AGREEMENT EXHIBIT  
TRACT NO. 16077**  
RESIDENTIAL LOTS 1-3  
**INTERIM DETENTION  
BASIN**

Date Prepared: March 20, 2003  
Sheet 23 of 2  
BY: [Signature] COUNTY OF SACRAMENTO, CALIFORNIA  
DATE: [Date]



# STAFF REPORT

ENGINEERING SERVICES DEPARTMENT

**Date:** June 17, 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:** Fred Lyn, Utilities Division Manager  
**Subject:** CONSIDERATION TO APPROVE AMENDMENTS TO THE RANCHO CUCAMONGA MUNICIPAL UTILITY'S ECONOMIC DEVELOPMENT RATE AGREEMENT

## RECOMMENDATION

It is recommended that the City Council approve amendments to the Rancho Cucamonga Municipal Utility's existing Economic Development rate agreement.

## BACKGROUND / ANALYSIS

On August 15, 2012, the City Council established an Economic Development Rate (EDR) program for Rancho Cucamonga Municipal Utility (RCMU) customers that consist of a discounted electric rate based on meeting certain minimum job creation and electric load criteria. One of the primary reasons for the creation of the EDR program was to promote a competitive economic climate in electric service by incentivizing new businesses to locate to RCMU's service area and create new jobs. The EDR Program would also encourage expansion of existing RCMU businesses and promote electric load growth. Since the inception of the EDR program, one large RCMU commercial customer, Evolution Fresh was able to take advantage of the EDR program by relocating to RCMU's service area and creating 275 new jobs in 2014.

In March 2015, staff consulted with RCMU's general counsel, Ellison, Schneider & Harris, LLP on tightening up the existing EDR Agreement in order to reduce certain risks and liability for the City, while still protecting RCMU's ability to operate as an enterprise electric utility for the City. The attached EDR Agreement provides the recommended changes to the existing agreement.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "M. Steuer", is written over a circular stamp or seal.

Mark A. Steuer  
Director of Engineering Services/City Engineer

Attachment

**RANCHO CUCAMONGA MUNICIPAL UTILITY**  
**ECONOMIC DEVELOPMENT RATE AGREEMENT**  
**FOR NEW OR EXPANDED LOAD ELECTRIC SERVICE CUSTOMER**

This ECONOMIC DEVELOPMENT RATE AGREEMENT for New or Expanded Load Electric Service Customer is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_ (“Customer”), and the CITY OF RANCHO CUCAMONGA (“Rancho Cucamonga”), a California general law city and municipal corporation organized and existing under the laws of the State of California, each hereinafter sometimes referred to individually as “Party” and collectively as “Parties”.

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

**1. DEFINITIONS**

As used in this Agreement, the following terms shall have the following meanings:

- 1.1 Agreement: This document and appendices, as amended from time to time.
- 1.2 Authorized Representative: The representative designated by each Party, in accordance with Section 15.1, to act on such Party’s behalf with respect to those matters specified in this Agreement.
- 1.3 Economic Development Rate (“ED”): the rates and charges set forth in Schedule ED, subject to the terms and conditions of this Agreement.
- 1.4 Base Period Usage: As defined in Section 4 of this Agreement.
- 1.5 Commencement Date: The date on which Rancho Cucamonga shall begin charging Customer for Electric Service at the Electric Rate as such date may be established pursuant to Section 7.2 and may be tolled pursuant to Section 12.4, but not to exceed twelve (12) months from the Effective Date.
- 1.6 Customer: Customer as defined in the Rancho Cucamonga’s Electric Service Rule 1.
- 1.7 Effective Date: The date this Agreement is executed by both parties, as set forth in the introductory paragraph of the Agreement.
- 1.8 Electric Rate: Customer’s Otherwise Applicable Rate Schedule for Electric Service, less the discounts set forth in Subsection 3.3.
- 1.9 Electric Rules: All, or any combination of, Rancho Cucamonga’s “Electric Service Rules, Fees, and Charges”, as modified from time to time and adopted by the Rancho Cucamonga City Council.
- 1.10 Electric Service: Energy, demand, substation distribution and transmission service necessary to deliver such Energy to Customer’s Points of Interconnection, and such other services that Rancho Cucamonga is required to provide pursuant to this Agreement, the Electric Service Rules and any programs or services mandated by a state or federal regulatory agency, or Rancho Cucamonga’s City Council.

- 1.11 Energy Efficiency Measure: Any type of project conducted, or technology implemented, to reduce the consumption of energy in a building. The types of projects implemented can be in a variety of forms and should achieve a savings, reducing the amount of energy used by a particular process, technology or facility. Energy Efficiency Measures does not include on-site generation or participation in Demand Response programs.
- 1.12 Expanded Load: The amount of qualifying load eligible for discount under this Agreement, which shall be measured as the difference between the new monthly, meter-documented energy use and demand, and the Base Period Usage.
- 1.13 Expanded Load Customer: A commercial or industrial customer currently served by Rancho Cucamonga meeting the qualifications set forth in Schedule ED and expanding business operations within Rancho Cucamonga's electric service area that will add new load and increase its average monthly demand by a minimum of 200 kW.
- 1.14 Forecast Maximum Demand: Customer's forecast of its Total Load maximum demand, including any expansion of load planned over the five years of this Agreement.
- 1.15 Forecast Minimum Demand: Customer's forecast of its minimum monthly electrical demand, including any on-site generation planned or reasonably anticipated over the five years of this Agreement.
- 1.16 Labor Dispute: A strike, walkout, lockout or other dispute between a Party's labor force and the Party.
- 1.17 Liquidated Damages: Damages owed by Customer to Rancho Cucamonga as provided in Section 11 of this Agreement.
- 1.18 Minimum Charge: The amount as defined in Customer's Otherwise Applicable Rate Schedule.
- 1.19 Minimum Load: The minimum metered kilowatt input at the Point of Interconnection during one calendar month as averaged over a rolling one year period, as referenced for Customer in Section 5.
- 1.20 New Load Customer: A commercial or industrial customer meeting the qualifications set forth in Schedule ED, locating in Rancho Cucamonga's electric service territory.
- 1.21 Otherwise Applicable Rate (OAR) Schedule: The rate schedule under which Customer is taking electric service from Rancho Cucamonga at the time of signing this Agreement, or, in the case of a New Load Customer, the rate schedule otherwise applicable to the New Load Customer upon initiation of service, and any applicable successor schedule.
- 1.22 Party, Parties: The parties to this Agreement are Rancho Cucamonga and Customer, as defined above.
- 1.23 Total Load: Customer's recorded (metered) load (energy and demand).
- 1.24 Uncontrollable Force(s): Any cause beyond the control of the Party affected and asserting excuse from performance, including but not restricted to flood, drought, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, restraint by court order or public authority, and action or inaction by or failure to obtain the necessary authorizations or approvals from, any governmental

agency or authority which by exercise of due diligence such Party could not reasonably have been expected to avoid and to the extent which by exercise of due diligence it has been unable to overcome. The Party claiming such Uncontrollable Force must give the other Party at least two weeks written notice of the commencement of such cause, and keep the other Party informed concerning the continuance of such cause. Uncontrollable Force does not include any change or fluctuation in Customer's load or demand due to changes in Customer's business practices, business downturn, lack of demand for Customer's products or services, or the like, all of which are expressly presumed to be reasonably anticipated and within Customer's control.

## **2 CUSTOMER AFFIDAVIT OF ELIGIBILITY**

2.1 Customer represents and warrants to Rancho Cucamonga that it satisfies the criteria for Schedule ED eligibility as indicated by Customer's initials below [Customer must initial Subsection 2.4 and one of Subsections 2.2 or 2.3.

2.2 ( ) New Load Customer is a new Customer of Rancho Cucamonga that:

**2.2.1** Has a Forecast Minimum Demand of at least 500 kW and plans and expects to continue to maintain or exceed the Forecast Minimum Demand of at least 500 kW throughout the terms of the Agreement; and

**2.2.2** Will create \_\_\_\_\_ new permanent full time equivalent jobs within the City of Rancho Cucamonga.

2.3 ( ) Expanded Load Customer is an existing Customer of Rancho Cucamonga that:

**2.3.1** Covenants to increase its average monthly demand by a minimum of 200 kW, and

**2.3.2** Represents that all documents that it has provided to Rancho Cucamonga as evidence of Customer's ability to maintain such a demand increase during the Agreement Term are true and correct.

2.4 ( ) Customer represents and warrants under penalty of perjury under the laws of the State of California that all covenants, statements of facts, representations, and documents provided to Rancho Cucamonga with respect to Forecast Minimum Demand and Customer's eligibility for Schedule ED, including Customer's disclosure of any plans to install on-site generation at any point during the term of the Agreement, are true and correct.

## **3 ECONOMIC DEVELOPMENT RATE**

3.1 Customer represents that it meets the eligibility requirements of Schedule ED.

3.2 Customer agrees to purchase from Rancho Cucamonga and Rancho Cucamonga agrees to sell to Customer at the Electric Rate set forth herein, all of Customer's Electric Service requirements at Customer's Site(s) including Electric Service necessary to deliver such Energy to Customer's Points of Interconnection throughout the Term of this Agreement. Except as expressly provided in this Agreement, Rancho Cucamonga shall provide such Electric Service in accordance with the Electric Rules. In the event any term of this Agreement adds to, varies or contradicts the Electric Rules, the terms of this Agreement shall prevail.

3.3 Subject to the terms and conditions of this Agreement, Rancho Cucamonga will provide New Load Customers a Tier \_\_\_ discount and Expanded Load for existing Customers only the Tier 1 discount off the Customer's bill calculated based on the rate components comprising its OAR for purchases of electricity (demand and energy) over the five-year term of this Agreement.

	Tier 1	Tier 2	Tier 3
<b>Years 1 - 2</b>	20%	20%	20%
<b>Years 3 - 4</b>	15%	17%	20%
<b>Year 5</b>	10%	12%	15%

3.4 All charges for Electric Service pursuant to this Agreement shall be subject to Rancho Cucamonga's Public Purpose Program Charge, any applicable state or federal energy Tax, and any other governmental taxes, duties, or fees, as may be revised from time to time by the relevant regulatory authority, applicable to Electric Service provided by Rancho Cucamonga.

3.5 The Electric Service provided herein is expressly reserved for Customer's sole use. Customer is prohibited from transferring, providing, or reselling all or any portion of such service to any third party or parties.

**4 BASE PERIOD USAGE**

4.1 Base Period Usage must be established for each Customer.

4.2 Rancho Cucamonga shall determine Customer's Base Period Usage by estimating Customer's load characteristics, including estimated demand and energy usage on a time-of-use basis using available data, including Customer's previous electricity bills, if any. Customer's Forecast Minimum Demand, and other facts, affirmations and documents that may be provided by Customer upon Rancho Cucamonga's reasonable request. That calculation shall be used to determine Customer's Base Period Usage until recorded load data becomes available to more definitively establish Customer load characteristics. When Rancho Cucamonga can more accurately estimate Customer's actual load characteristics, Customer's Base Period Usage shall be established based upon the new recorded data.

4.3 If Customer is subject to billing on a time-of-use basis but does not have the requisite historical data to determine its actual base period usage, Rancho Cucamonga shall estimate Customer's load characteristics, including estimated demand and energy usage on a time-of-use basis using available data. That calculation shall be used as Customer's Base Period Usage until recorded load data becomes available to more definitively establish Customer's load characteristics. When Rancho Cucamonga can more accurately estimate Customer's actual load characteristics, Customer's Base Period Usage shall be established based upon the new recorded data.

4.4 Base Period Usage is established as follows:

	Average Monthly Base Period Usage (kW)	Average Hourly Base Period Usage (kWh)
Facilities Related Demand		N/A
Summer On-Peak Mid-Peak Off-Peak Overall		
Winter Mid-Peak Off-Peak Overall		

Base Period Usage Facilities Related Demand is computed as follows:

1. Determine a Facilities Related Demand for each month in the period used to establish Base Period Usage that is the greater of:
  - a. The maximum billing demand for the month, or
  - b. 50% of the highest of all the billing demands in the period used to establish Base Period Usage.
2. Compute the average of the monthly Facilities Related Demands thus determined. This is Base Period Usage Facilities Related Demand.
3. An "XXX" entered above indicates that the entry is not applicable to Customer's Base Period Usage.

**5 MINIMUM LOAD**

- 5.1 Customer must maintain a Minimum Load for each year from the date service is first rendered under Schedule ED for the five-year term of this Agreement, including any extension provided under Subsection 12.4.
- 5.2 The Minimum Load for a New Customer representing and warranting its eligibility for Schedule ED under Subsection 2.2 of this Agreement must be at least 500 kW.
- 5.3 The Minimum Load for an Existing Customer representing and warranting its eligibility for Schedule ED under Subsection 2.3 of this Agreement cannot be lower than 200 kW.
- 5.4 Any load reductions shown to the reasonable satisfaction of Rancho Cucamonga to be directly attributable to Energy Efficiency Measures implemented after establishing Base Period Usage in this Agreement shall not adversely impact the calculation of Customer's Minimum Load. The imputed load reductions attributable to any energy efficiency measure implemented subsequent to the establishment of Base Period Usage shall be added back into the load calculation in the event that New Customer's Minimum Load falls below 500 kW, or Expanded Load Customer's Minimum Expanded Load falls below 200 kW. Provided that New Customer maintains usage of at least 500 kW, and Expanded Load Customer maintains its Minimum Expanded Load, net of any energy efficiency impacts, all Customer discounts shall apply.

## 6 SUSPENSION

6.1 If during any year of service the New Customer's Total Load maximum demand falls below 500 kW in any three months, the Customer's discounts under Section 3.3 above shall be suspended for the balance of the year and such suspension shall begin with the month of the third occurrence. Customer's discounts applicable to total Load, shall resume at the beginning of the following year, subject to the terms of this provision, but only if Customer has:

6.1.1 maintained the Minimum Load for the prior three consecutive months before such suspension is lifted, and;

6.1.2 provided Rancho Cucamonga reasonable assurance that the maximum demand will not fall below 500 kW at any point during the remainder of the term of the Agreement. For purposes of this section, a year of service commences with the date service is first rendered under this Agreement or the anniversary of such date.

6.2 If during any year of service the Expanded Load Customer's Minimum Expanded Load falls below 200 kW in any three months, the Customer's discounts under Section 3.3 above shall be suspended for the balance of the year and such suspension shall begin with the month of the third occurrence. Customer's discounts applicable to Minimum Expanded Load shall resume at the beginning of the following year, subject to the terms of this provision, but only if Customer has:

6.2.1 maintained the Minimum Expanded Load for the prior three consecutive months, before such suspension is lifted and;

6.2.2 provided Rancho Cucamonga reasonable assurance that the Minimum Expanded Load will not fall below 200 kW at any point during the remainder of the term of the Agreement. For purposes of this section, a year of service commences with the date service is first rendered under this Agreement or the anniversary of such date.

## 7 COMMENCEMENT OF SERVICE

7.1 Rancho Cucamonga will begin providing the Customer service under Schedule ED at the start of the next regular billing period following the date the Customer notifies Rancho Cucamonga that service should begin under Schedule ED, which date shall not be more than 12 months from the effective date of this Agreement.

7.2 Customer estimates that service under Schedule ED shall commence at the start of the next regular billing period beginning after \_\_\_\_\_ and shall provide Rancho Cucamonga at least five business days' notice of any change in such date.

## 8 ACKNOWLEDGEMENT

8.1 Except as otherwise amended herein, Customer acknowledges that it is fully subject to all terms and conditions contained in Customer's OAR, or its successor rate schedule, all of Rancho Cucamonga's rules, and all terms and conditions of service contained in Rancho Cucamonga's rates. Any provision pertaining to either a peak period rate limiter or an average rate limiter does not apply.

8.2 Customer also acknowledges that Rancho Cucamonga may request documentation to support Customer's signed Affidavit, may request documentation to determine Customer's ongoing compliance with its obligations under this Agreement, and may verify any supporting documentation and statements Customer has made in support of its signed stand-alone Affidavit.

## 9 TERM

9.1 This Agreement shall be effective for five years following the commencement of service under Schedule ED pursuant to Section 7 of this Agreement.

9.2 At the end of the fifth year, Customer will no longer take service under Schedule ED and will be billed only under its OAR, effective with the start of the next regular billing period following the end of the fifth year of service under this Agreement.

9.3 This Agreement is not renewable at the expiration of its term.

## 10 TERMINATION

This Agreement may be terminated (subject to payment of Liquidated Damages as provided for in Section 11) by either Party upon written notice as follows.

10.1 Termination for Misrepresentation or Fraud: Rancho Cucamonga may terminate this Agreement upon five business days' notice if any representation made by Customer in this Agreement is untrue in any material respect, or if any statement in Customer's Affidavit was untrue, or if Rancho Cucamonga determines that Customer was not eligible for Schedule ED when this Agreement was signed, in which case Customer will pay Liquidated Damages as set forth in Section 11.3.

10.2 Termination at Customer's Request: Customer may request termination of this Agreement at any time by providing at least 60 days' written notice to Rancho Cucamonga.

10.3 Termination for Nonpayment: Rancho Cucamonga may terminate this Agreement if Customer fails to pay any amount due under Schedule ED within 30 days after receipt of notice of nonpayment from Rancho Cucamonga. Customer shall be liable for all unpaid amounts and any late payment charges.

10.4 Termination for Noncompliance: Rancho Cucamonga may terminate this Agreement upon five business days' notice if Customer fails to comply with any term or condition of Schedule ED or this Agreement, or if Customer ceases the operations to which this Agreement applies or moves such operations out of Rancho Cucamonga's service territory.

10.5 Termination for Ineligibility: Rancho Cucamonga may terminate this Agreement upon five business days' notice if it determines that Customer has become ineligible for Schedule ED.

10.6 Termination for Failure to Maintain Minimum Load: Rancho Cucamonga may terminate this Agreement if a Suspended Customer fails to maintain its Minimum Load as defined in Sections 6.1 and/or 6.2 or shuts down its operations. If a Suspended Customer fails to maintain its Minimum Load as defined in Sections 6.1 and/or 6.2, Rancho Cucamonga must provide Customer at least 60 days' notice of termination and Customer shall have the opportunity to increase its load to the Minimum Load and demonstrate to Rancho Cucamonga's satisfaction that it will continue to use its Minimum Load for the remaining term of this Agreement.

- 10.7 Termination for Failure to Commence Service: Rancho Cucamonga may terminate this Agreement if Customer does not begin service within 6 months after the date this Agreement was executed.
- 10.8 Obligations Continuing: Termination of this Agreement shall not relieve either Party of its obligations incurred prior to termination.
- 10.9 Upon termination of the Agreement, Rancho Cucamonga's obligation to provide Electric Service to Customer and the rates and rules applicable to Rancho Cucamonga's provision of such Electric Service shall be pursuant to Rancho Cucamonga's then existing Electric Service Rate Schedules.

## 11 LIQUIDATED DAMAGES

- 11.1 Upon termination of this Agreement, prior to the last day of its five-year term pursuant to Sections 10.1, 10.2, 10.3, 10.4, 10.5, or 10.6, Customer shall be required to pay Rancho Cucamonga Liquidated Damages. The Liquidated Damages are required to ensure that neither Rancho Cucamonga nor its ratepayers are financially or otherwise damaged if this Agreement is prematurely terminated before the end of its term.
- 11.2 It would be extremely difficult for the Parties to identify the amounts of increased or additional costs attributable to termination of this Agreement. Parties agree the Liquidated Damages specified herein are a reasonable approximation of damages which Rancho Cucamonga and its ratepayers may incur as a result of such termination, and that the damage amount does not represent a penalty.
- 11.3 For termination under Section 10.1 above, Liquidated Damages under this Agreement shall be an amount equal to 200% of the cumulative difference between (i) the amount the Customer would have paid for its energy and demand if billed at its OAR from the date service was first rendered under Schedule ED to the date of termination, and (ii) the amount billed to Customer under this Agreement and Schedule ED during the same period.
- 11.4 For termination under Sections 10.2, 10.3, 10.5, or 10.6 above (excepting business closure or reduction in load without relocation) Liquidated Damages under this Agreement shall be an amount equal to 100% of the cumulative difference between (i) the amount billed to Customer under Schedule ED from the date service was first rendered under Schedule ED to the date of termination, and (ii) the amount the Customer would have paid for its energy and demand if billed at its OAR from the date service was first rendered under Schedule ED to the date of termination. Should a customer's usage increase such that the cumulative liquidated damages become negative upon contract termination, under no circumstances will Rancho Cucamonga be liable for paying liquidated damages to a Customer.
- 11.5 After termination of this Agreement for any cause, Customer shall be billed at its OAR.
- 11.6 Rancho Cucamonga may in its discretion require Customer to establish a letter of credit or other security as a condition to providing service under Schedule ED to secure payment of any Liquidated Damages. Rancho Cucamonga may, at any time during the term of this Agreement, request that Customer provide reasonable documentation of its ongoing eligibility under the terms of this Agreement and Schedule ED.

## 12 UNCONTROLLABLE FORCE

- 12.1 Neither Party shall be considered to be in default in the performance of any obligation under this Agreement, except for obligations to pay money, when and to the extent that failure of performance shall be caused by an Uncontrollable Force.
- 12.2 If either Party, because of an Uncontrollable Force, is rendered wholly or partly unable to perform its obligations under this Agreement, the Party shall be excused from whatever performance is affected by the Uncontrollable Force to the extent the following conditions are met.
- 12.2.1** The suspension of performance is of no greater scope and of no longer duration than is required by the Uncontrollable Force.
- 12.2.2** The nonperforming Party uses its best efforts to cure its inability to perform. This subsection shall not require the settlement of any strike, walkout, lockout or other labor dispute on terms which, in the sole judgment of the Party involved in the dispute, are contrary to its interest. It is understood and agreed that the settlement of strikes, walkouts, lockouts, or other labor disputes shall be at the sole discretion of the Party having the difficulty.
- 12.2.3** When the nonperforming Party is able to resume performance of its obligations under this Agreement, that Party shall give the other Party written notice to that effect immediately.
- 12.3 Nonperformance due to Uncontrollable Force shall be excused, provided Party can demonstrate that the Uncontrollable Force was owing to causes outside its reasonable control and the occurrence of the Uncontrollable Force could not have been prevented by the exercise of due diligence.
- 12.3.1** Accordingly, nonperformance shall be excused from the date of the occurrence of the Uncontrollable Force, provided the nonperforming Party has given the other Party written notice describing the particulars of the occurrence within two weeks of the event.
- 12.3.2** Accordingly, nonperformance shall be excused from the date on which the nonperforming Party gives the other Party written notice describing the particulars of the occurrence of the Uncontrollable Force, if such written notice is given more than two weeks after the Uncontrollable Force occurred.
- 12.4 If Customer experiences an Uncontrollable Force that prevents Customer from complying with Schedule ED and this Agreement, Customer may request that Rancho Cucamonga suspend the terms of Schedule ED and this Agreement for the duration of the Uncontrollable Force. Customer will be billed at the Otherwise Applicable Rate for the duration of the suspension of this Agreement. Resumption of the terms of Schedule ED and this Agreement shall commence with the next regularly scheduled billing period following the resolution of the Uncontrollable Force event; provided that if the Uncontrollable Force event is not resolved within 6 months, the Customer will be permanently assigned to its Otherwise Applicable Rate and this Agreement will be terminated as of the first day of the following billing period without additional notice. In addition, the term of this Agreement will be extended for up to 12 months beyond the term originally established in this Agreement by the length of time this Agreement was suspended.

- 12.5 The occurrence of an Uncontrollable Force shall not (i) prevent Rancho Cucamonga from terminating this Agreement in accordance with Sections 10.4 and 10.5, or (ii) extending the period any level of discount is available as provided in Section 3.3.
- 12.6 If the Uncontrollable Force causing the nonperformance is caused by the actions or inactions of legislative, judicial or regulatory agencies, or other proper authority, this Agreement may be amended to comply with the legal or regulatory change causing the nonperformance. Any such amendment must first be approved by the Rancho Cucamonga City Council prior to implementation.

### **13 INDEMNITY**

- 13.1 Except for any liens, claims, costs, damages, liability or loss resulting from Willful Action, as defined herein, Customer agrees to indemnify, protect, defend, and hold harmless the City of Rancho Cucamonga, and Rancho Cucamonga's employees, officers, managers, agents and City Council Members from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including reasonable attorney and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with this Agreement but only in proportion to and to the extent such liens, claims, damages, liability or loss are caused by or result from the negligent acts, errors, or omissions of Customer, its employees, officers, or agents. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Customer or anyone employed or working under the Customer.
- 13.2 "Willful Action" shall be defined as an action taken or not taken by a Party at the direction of its directors, officers, or employees where:
- 13.2.1 An action is knowingly or intentionally taken or not taken with conscious indifference to the consequences thereof or with intent that injury or damage would probably result therefrom; or
- 13.2.2 An action has been determined by final arbitration, judgment, or judicial decree to be a material default under this Agreement and occurs beyond the time specified for curing such default or, if no time to cure is specified therein, occurs or continues thereafter beyond a reasonable time to cure such default; or
- 13.2.3 An action is knowingly or intentionally taken or not taken with the knowledge of material default under this Agreement.
- 13.3 Willful Action does not include any act or failure to act which is merely involuntary, accidental, negligent, or performed (or not performed).
- 13.4 The provisions of this Section 13 shall be binding upon the Parties to the full extent permitted by law. The obligations set forth herein are binding on the successors, assigns and heirs of Customer and shall survive termination of this Agreement.

### **14 ASSIGNMENT OF AGREEMENT**

- 14.1 Customer shall not assign this Agreement or any part or interest thereof, to a third party without the prior, written consent of an authorized representative of the City of Rancho Cucamonga. Any assignment made without such consent shall be void and of no effect. Further, any assignment made under this Agreement shall be subject to any applicable City Council authorization except as waived by the City Council.

## 15 REPRESENTATIVES AND NOTICES

- 15.1 **Representatives:** Upon the Effective Date of the Agreement, the City Manager for Rancho Cucamonga, and person identified on the execution page for Customer shall be the Authorized Representatives who will act on its behalf in the implementation of this Agreement. Either Party may at any time change, via written notice, the designation of its Authorized Representative to the other Party.
- 15.2 **Form of Notice:** Any notice and other communication required or permitted to be given under this Agreement shall be deemed given: (i) when hand delivered; or (ii) one (1) business day after pickup by Federal Express or similar overnight delivery service properly addressed as provided below; or (iii) three (3) business days after such notice or communication shall have been deposited with the United States Postal Service, postage prepaid and properly addressed as provided below; or (iv) when sent by facsimile transmission to the fax numbers provided below, with receipt of such fax confirmed telephonically, provided that on the same day such notice or communication shall also be hand delivered or sent by overnight delivery pursuant to this Subsection.
- 15.3 **Addresses of Parties:** Notices to Rancho Cucamonga should be given to: Rancho Cucamonga Municipal Utility, 10500 Civic Center Drive, Rancho Cucamonga, CA 91730; Notices to Customer shall be given to the addressee at the location shown on the execution page.
- 15.4 **Change of Address:** Either Party may change such address by giving notice to the other Party as provided herein.

## 16 ENFORCEMENT

- 16.1 **Legal Action:** In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.
- 16.2 **Governing Law:** This Agreement shall be interpreted, governed by, and construed under the laws of the State of California or the laws of the United States as applicable without regard to the conflicts of laws or rules thereof. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided in this Agreement shall be tried in a court of proper jurisdiction in the County of San Bernardino, State of California, and the Parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.
- 16.3 **Damage Limitation:** Rancho Cucamonga shall not be liable for any consequential, incidental, indirect, or special damages, whether in contract, tort, or strict liability including, but not limited to, lost profits, property damage, personal injury and loss of power, arising out of or in any way related to power outages, other electric service interruption(s), Rancho Cucamonga's performance or nonperformance of its obligations under this Agreement or termination of this Agreement.
- 16.4 **Attorney Fees:** If either Party to this Agreement is required to initiate or defend any action or proceeding this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, if awarded by an arbitrator or court of competent jurisdiction.

- 16.5 Disputes: All disputes regarding questions of fact, opinions or interpretation of provisions in this Agreement shall be submitted to the Authorized Representatives. If the Authorized Representatives are unable to resolve the dispute, the matter shall be referred to the individuals designated to receive notices pursuant to Section 14. Nothing in this Agreement precludes either Party from taking any lawful action it deems appropriate to enforce its rights.
- 16.6 Waivers: Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

## 17 MISCELLANEOUS

- 17.1 Integration and Amendment: this Agreement contains the final, complete, and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous oral or written communications of the Parties. Neither Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty of the other Party outside those expressly set forth in this Agreement. Ambiguities or uncertainties in the wording of this Agreement shall not be construed for or against either Party, but shall be interpreted in a manner that most accurately reflects the original intent of the Parties, and is consistent with the nature of the Parties' rights and obligations. No modification of this Agreement shall be valid or binding unless in writing duly signed by both Parties.
- 17.2 Severability: In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder unless the invalid provision is so material this its invalidity deprives either Party of the basic benefit of its bargain or renders this Agreement meaningless.
- 17.3 Exhibits: All documents referred to below and attached to this Agreement as Exhibits are incorporated into and made a part of this Agreement. Exhibit "A": Customer Site(s); Metered Accounts
- 17.4 Corporate Authority: The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties..



# STAFF REPORT

ENGINEERING DEPARTMENT

**Date:** June 17, 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:** Fred Lyn, Utilities Division Manager  
Trina Valdez, Management Analyst I

**Subject:** CONSIDERATION OF APPROVAL TO AMEND THE RANCHO CUCAMONGA MUNICIPAL UTILITY SOLAR REBATE PROGRAM

## RECOMMENDATION

It is recommended that the City Council approve to amend the Rancho Cucamonga Municipal Utility (RCMU) Solar Rebate Program to be effective July 1, 2015.

## BACKGROUND/ANALYSIS

Senate Bill 1 (SB 1) was signed into law in August 2006, establishing a statewide goal to install 3,000 MWs of solar generating capacity within 10 years and require an expenditure level for each publicly owned utility be capped at the utilities percentage of statewide load served. SB 1 also required all publicly owned utilities (POUs) to support development of photovoltaic (PV) systems and offer a monetary incentive for the installation of such systems. Per previous Council action on December 5, 2007, a solar rebate program was adopted for RCMU pursuant to the California Solar Initiative requirements.

Beginning January 1, 2008, RCMU implemented a solar incentive program offering \$2.80 per installed watt for systems up to 30 kW and \$0.09 per kilowatt hour production on systems 30 kW and greater. The maximum incentive was capped at \$25,000.00 per system/customer. As part of SB 1, the incentive was required to decline at no less than seven percent (7%) each year. RCMU approved to have the incentive decline at the minimum amount of 7% each year. The following initial rebate amounts were offered:

Year	\$/Watt Systems Up to 30 kW	\$/kWh Systems 30 kW to 1 MW
2008	\$2.80	\$0.10
2009	\$2.60	\$0.09
2010	\$2.42	\$0.09
2011	\$2.25	\$0.08
2012	\$2.09	\$0.08
2013	\$1.95	\$0.07
2014	\$1.81	\$0.07
2015	\$1.68	\$0.06
2016	\$1.57	\$0.06
2017	\$1.46	\$0.05

City Council Staff Report – Amend the Rancho Cucamonga Municipal Utility Solar Rebate Program

June 17, 2015

Page 2

Rebate Funding

California Assembly Bill 1890 requires all municipal electric utilities to establish a public benefit charge to fund qualifying energy efficiency and renewable energy programs, research and demonstration project and services to low income electricity customers. RCMU currently contributes 2.85% of electric retail revenues to the Utility Public Benefit Fund. Each fiscal year, \$140,000.00 is allocated to the solar incentive program.

Previous Program Changes

In 2010, there was very minimal interest among RCMU customers to install solar PV systems. Staff decided at that time to modify the incentive restrictions to increase the lifetime incentive from a maximum of \$25,000.00 per system to a not to exceed 50% of the system cost. Eligibility, system restrictions and incentives were also clearly defined. For systems with a rated capacity under 30 kW, an Expected Performance Based Buydown (EPBB) program would provide the listed incentive per watt installed as a one-time payment. For systems with a rated capacity of 30 kW and greater, a Performance Based Incentive (PBI) program would provide customers a monthly credit based on the metered production of their system, paid at the given incentive rate for 60 monthly billing cycles (5 years).

In 2012 and 2013, staff continued to offer the 2011 incentive to encourage more businesses to invest in renewable energy and participate in the program.

Year	\$/Watt (EPBB Incentive)		\$/kWh (PBI Incentive)	
	Initial Program	Actual Incentive Offered	Initial Program	Actual Incentive Offered
2011	\$2.25	\$2.25	\$0.08	\$0.08
2012	\$2.09	\$2.25	\$0.08	\$0.08
2013	\$1.95	\$2.25	\$0.07	\$0.07
2014	\$1.81	\$2.09	\$0.07	\$0.07
2015	\$1.68	\$1.95	\$0.06	\$0.06
2016	\$1.57	\$1.81	\$0.06	\$0.06
2017	\$1.46	\$1.68	\$0.05	\$0.05

Customer Interest in Solar

From January 1, 2008 to June 30, 2014, participation in the program was slow with only 4 solar PV system installations, totaling \$171,943.01 in rebates paid. However, in Fiscal Year 2015, there was a rapid increase in participation with multiple applications being submitted and processed. The increase is believed to be due to the cost of solar systems declining, available tax credits and the rebates being offered by RCMU. Staff determined funding was available to approve 5 solar systems that would exceed the annual budget of \$140,000.00. The program was then closed in April 2015 with two applications approved for funding in Fiscal Year 2016 and a wait list was established for the new fiscal year.

Fiscal Year 2015 (July 1, 2014 – June 30, 2015)

Rebates Funded	\$162,962.79 (3 Solar PV Systems)
Rebates Pending (Permits Pulled)	\$40,431.05 (2 Solar PV Systems)
Applications Approved (FY 2016)	\$68,910.15 (2 Solar PV Systems)
Wait List	1 PV System (\$ TBD)

Inquiries on incentives are continuing to be received for not only small solar PV systems (under 30kW) but also large PV systems (30kW to 1MW) that would require as part of the program, a long term payment incentive. Staff began to examine potential scenarios to determine what the rebate incentive program could continue to fund in order to remain within the allocated budget and to avoid creating an imbalance in the Public Benefit Fund. Changes to the program were needed to ensure funding would be available to customers for future solar rebates and for the other programs that are funded by the Public Benefit Fund.

Proposed Program Changes

*Expected Performance-Based Buydown (systems less than 30 kW)*

- Change the incentive program from Calendar Year to Fiscal Year.
- Increase the rate to decline from 7% per year to 10% per year.
- Reduce the Expected Performance Based Buydown incentive rate to the following:

Fiscal Year	\$/watt
2016	\$1.50
2017	\$1.35

- EPBB rebate incentive cannot exceed 50% of system cost.

*Performance-Based Incentive (systems 30 kW to 1 MW)*

- Extend the incentive payout from five years to seven years to reduce the annual impact on the budget and cash flow issues.
- Reduce the Performance-Based Incentive rate to the following:

	\$/kWh
Year 1	\$0.040
Year 2	\$0.035
Year 3	\$0.030
Year 4	\$0.030
Year 5	\$0.030
Year 6	\$0.025
Year 7	\$0.020

- PBI rebate incentive cannot exceed \$75,000 per year.

*Rebate Reservations*

- Include rebate reservations to have a 120 day limit to obtain permit approval by Building and Safety. Complete system installation and submittal of all required program documentation is required within 6 months of permit issuance.

City Council Staff Report – Amend the Rancho Cucamonga Municipal Utility Solar Rebate Program

June 17, 2015

Page 4

Analysis of Other Utilities

Staff analyzed the proposed program to see if the rates and program were comparable to the incentives being offered by other utilities in the surrounding areas. Staff found some utilities have already met or exceeded their goals and have exhausted their SB 1 funding requirements. Many utilities have also closed or temporarily closed their programs to maintain a reserved amount for either applications that have been received but not paid out yet or for larger systems that require the incentive be paid over time to ensure funding is available.

	EPBB Systems under 30 kW		PBI Systems over 30 kW				
		Incentive Cap			Incentive Cap		
RCMU	\$1.50/watt	Cannot exceed 50% of system cost	\$0.04/kWh 7 year payback		Cannot exceed \$75,000 per year		
Burbank	\$0.49/watt	25% of total installed costs	Program information not provided		N/A		
Corona	\$0.50/watt	Cannot exceed \$19,500	\$0.50/watt One-time payment		One-time payment / cannot exceed \$19,500		
Glendale	\$1.50/watt	Cannot exceed 50% of total system	\$0.172/kWh 5 year payback		Cannot exceed \$100,000 per fiscal year		
Moreno Valley	\$1.00/watt	Cannot exceed 50% of system cost or \$50,000	\$0.04/kWh 30 kW to 500 kW 5 year payback		No cap listed		
Roseville	\$0.32/watt *Up to 10 kW only	No cap listed	10 kW to 25 kW	25 kW to 50 kW	50 kW to 75 kW	75 kW to 100 kW	Incentives are paid for systems up to 100 kW only
			\$0.039 /kWh	\$0.028 /kWh	\$0.026 /kWh	\$0.019 /kWh	
			5 year payback	7 year payback	7 year payback	10 year payback	
Riverside	\$0.50/watt	Cannot exceed 50% of system cost or \$50,000	\$0.50/watt One-time payment		One-time payment / cannot exceed \$50,000		
SCE	\$0.20/watt	Program Closed/Waitlist Established	\$0.025/kWh		Program Closed/Waitlist Established		

Staff believes that RCMU's proposed solar rebate incentive is still very competitive compared to other utilities and will continue to encourage customers to participate in the program.

Respectfully submitted,



Mark A. Steuer  
Director of Engineering Services/City Engineer

MAS:TV