



# 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  
HOUSING SUCCESSOR AGENCY  
PUBLIC FINANCING AUTHORITY  
CITY COUNCIL**

**WEDNESDAY, DECEMBER 16, 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	L. Dennis Michael
MAYOR PRO TEM	Sam Spagnolo
COUNCIL MEMBERS	William Alexander
	Lynne B. Kennedy
	Diane Williams
CITY MANAGER	John R. Gillison
CITY ATTORNEY	James L. Markman
CITY CLERK	Janice C. Reynolds
CITY TREASURER	James C. Frost





# INFORMATION FOR THE PUBLIC



*City of*  
**RANCHO CUCAMONGA**

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

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

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

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

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

## **AGENDA BACK-UP MATERIALS**

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

## **LIVE BROADCAST**

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



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

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**DECEMBER 16, 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 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 REAL PROPERTY NEGOTIATORS PER GOVERNMENT CODE SECTION 54956.8 FOR PROPERTY GENERALLY LOCATED AT THE NORTH SIDE OF ARROW HIGHWAY, WEST OF ROCHESTER AVENUE IDENTIFIED AS PARCEL NUMBER 0229-012-03; NEGOTIATING PARTIES NETTIE NIELSEN REPRESENTING THE CITY OF RANCHO CUCAMONGA AND SILVA ZENEIAN REPRESENTING GOALS; REGARDING PRICE AND TERMS. – *CITY*.
- E2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54956.8 REGARDING REAL PROPERTY LOCATED ON THE SOUTH SIDE OF TOWN CENTER DR, EAST OF HAVEN AND WEST OF TERRA VISTA PARKWAY WEST, IDENTIFIED AS PARCEL NUMBER 1077-422-58. NEGOTIATING PARTIES: LINDA DANIELS AND MIKE COSTELLO, FIRE CHIEF ON BEHALF OF THE DISTRICT AND BOB MARTIN ON BEHALF OF WESTERN LAND PROPERTIES. UNDER NEGOTIATION: PRICE AND TERMS. - *FIRE*

**F. RECESS**

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



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

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**DECEMBER 16, 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, HOUSING 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. Administration of Oath of Office to newly appointed Park and Recreation Commissioner Peter Villegas.
- H2. Presentation of the Building Industry Association's 2015 "Good Government Award" by BIA Baldy View Chapter's Chief Executive Officer Carlos Rodriguez.
- H3. Proclamation acknowledging the City of Yountville as the City's first Rancho Enterprise Geographic Information Systems (REGIS) customer and International City/County Management Association (ICMA) Award recipient.

**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, Housing 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, Housing Successor Agency and City Council from addressing any issue not previously included on the Agenda. The Fire Board, Public Financing Authority Board, Successor Agency, Housing 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, Housing 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.



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

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**DECEMBER 16, 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/ Housing Successor Agency/Authority Board/Council at one time without discussion. Any item may be removed by a Fire Board/Successor Agency/Housing Successor Agency/Authority Board/Council Member for discussion.*

**J. CONSENT CALENDAR – FIRE PROTECTION DISTRICT**

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|---|-----------|
| J1. Consideration to approve Minutes of: December 2, 2015 (Regular Meeting)   | ---       |
| J2. Consideration to approve Check Register dated November 23, 2015 through December 8, 2015 and Electronic Debit Register for the month of November 2015 for the total of \$545,968.33.  | <b>1</b>  |
| J3. Consideration to approve Plans, Specifications, and Estimates and authorization to advertise the "Notice Inviting Bids" for the Rancho Cucamonga Fire Protection District All-Risk Training Center, to be funded from Account No, 3288501-5650/1735288-6314.  | <b>13</b> |
| RESOLUTION NO. FD15-026   | <b>16</b> |
| A RESOLUTION OF THE RANCHO CUCAMONGA FIRE PROTECTION BOARD APPROVING PLANS AND SPECIFICATIONS FOR THE ALL-RISK TRAINING CENTER IN THE CITY OF RANCHO CUCAMONGA AND AUTHORIZING AND DIRECTING THE CITY TO ADVERTISE TO RECEIVE BIDS  |           |
| J4. Consideration of approval of a Resolution adopting Fire District salary schedules for Fiscal Year 2015/16 including a part-time employee benefit summary.   | <b>20</b> |
| RESOLUTION NO. FD15-027   | <b>21</b> |
| A RESOLUTION OF THE BOARD OF DIRECTORS OF THE RANCHO CUCAMONGA FIRE PROTECTION DISTRICT, RANCHO CUCAMONGA, CALIFORNIA, APPROVING SALARY SCHEDULES FOR FISCAL YEAR 2015-16 INCLUDING A PART-TIME EMPLOYEE BENEFIT SUMMARY  |           |
| J5. Consideration of approval of a Contract Extension between CALAMP Radio Statellite Integrators, Inc. and the City of Rancho Cucamonga for Automatic Vehicle Location (AVL) System extended warranty and wireless fees for Fiscal Year 2015/2016 in the total amount of \$71,340 to be funded from Fire District Account Numbers 3281501-5300 \$4,830; 3282502-5300 \$3,860; 3283501-5300 \$970 and from City Vehicle and Equipment Replacement Fund Account Number 1712001-5300 \$61,680 all in Contract Services. | <b>33</b> |



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

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**DECEMBER 16, 2015**

**K. CONSENT CALENDAR – SUCCESSOR AGENCY**

K1. Consideration to approve Minutes of: December 2, 2015 (Regular Meeting)

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**L. CONSENT CALENDAR – HOUSING SUCCESSOR AGENCY**

L1. Review and approval of the Housing Successor Agency's Fiscal Year 2014/15 Annual Report.

**34**

L2. Consideration to approve a Certificate of Acceptance for the acquisition of an approximate 4 acre site generally located north of Base Line Road and west of Day Creek Boulevard and the recordation of a temporary construction easement agreement for slope, drainage and maintenance purposes on the property.

**41**

**M. CONSENT CALENDAR – PUBLIC FINANCING AUTHORITY**

M1. Consideration to approve Minutes of: December 2, 2015 (Regular Meeting)

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**N. CONSENT CALENDAR – CITY COUNCIL**

N1. Consideration to approve Minutes of: December 2, 2015 (Regular Meeting)

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N2. Consideration to approve Check Register and payroll dated November 23, 2015 through December 8, 2015 Electronic Debit Register for the month of November 2015 for the total of \$6,029,304.89.

**62**

N3. Continuation of Resolution No. 15-093, proclaiming the existence of a Local Drought Emergency under Government Code Section 8630 and Rancho Cucamonga Municipal Code Section 2.36.

**74**

N4. Consideration to authorize appropriation of \$10,000 into Account 1380501-5152 (Software) for the purchase of WebEOC Incident Management Software Modules and \$20,623 into Account 1380501-5603 (Capital Equipment) for the purchase of Hazmat Detection equipment to be reimbursed by the FY 2014 Homeland Security Grant.

**75**

N5. Consideration to accept the Illuminated Street Name Sign Replacement - FY 13/14 Project, Contract No. 14-151 as Complete; Release the Faithful Performance Bond; Accept a Maintenance Bond; Authorize the release the Labor and Materials Bond; Approve a Resolution Authorizing the Public Works Services Director to File a Notice of Completion, Release the Retention 35 Days after Acceptance and Approve the Final Contract Amount of \$87,008.11.

**76**

RESOLUTION NO. 15-213

**78**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA, ACCEPTING THE ILLUMINATED STREET NAME SIGN REPLACEMENT - FY 13/14 PROJECT CONTRACT, NO. 14-151 AND AUTHORIZING THE FILING OF A NOTICE OF COMPLETION FOR THE WORK



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

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**DECEMBER 16, 2015**

- N6. Consideration to accept the Department of Innovation and Technology (DoIT) Tenant Improvement Project, Contract No. 15-149 as Complete; Release the Faithful Performance Bond; Accept a Maintenance Bond; Authorize the release the Labor and Materials Bond; Approve a Resolution Authorizing the Public Works Services Director to File a Notice of Completion, Release the Retention 35 Days after Acceptance and Approve the Final Contract Amount of \$81,550.88.

**79**

**RESOLUTION NO. 15-214**

**81**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA, ACCEPTING THE DEPARTMENT OF INNOVATION AND TECHNOLOGY (DoIT) TENANT IMPROVEMENT PROJECT CONTRACT, NO. 15-149 AND AUTHORIZING THE FILING OF A NOTICE OF COMPLETION FOR THE WORK

- N7. Consideration to approve plans and specifications for the construction of a Family Restroom at LoanMart Stadium at the Epicenter Project and authorize the City Clerk to advertise the "Notice Inviting Bids", to be funded from account 1120401-5650/1911120-0 (Park Development).

**82**

**RESOLUTION NO. 15-215**

**83**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA APPROVING PLANS AND SPECIFICATIONS FOR THE CONSTRUCTION OF A FAMILY RESTROOM AT LOANMART STADIUM AT THE EPICENTER PROJECT IN SAID CITY AND AUTHORIZING AND DIRECTING THE CITY CLERK TO ADVERTISE TO RECEIVE BIDS

- N8. Consideration of approval of Improvement Agreement Extension for Tract 16226-2, located north of Day Creek Boulevard and west of Etiwanda Avenue, submitted by BMC Rancho Etiwanda, LLC.

**87**

**RESOLUTION NO. 15-216**

**89**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA, APPROVING IMPROVEMENT AGREEMENT EXTENSION AND IMPROVEMENT SECURITY FOR TRACT 16226-2

- N9. Consideration of approval of Improvement Agreement Extension for Tract 18034, located on the southwest corner of Chickasaw Road and East Avenue, submitted by RC Proj. 1, LLC.

**90**

**RESOLUTION NO. 15-217**

**92**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA, APPROVING IMPROVEMENT AGREEMENT EXTENSION AND IMPROVEMENT SECURITY FOR TRACT 18034



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

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**DECEMBER 16, 2015**

N10. Consideration of approval of a Resolution adopting salary schedules for Fiscal Year 2015/16, including a part-time employee benefit summary.

**93**

**RESOLUTION NO. 15-218**

**94**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA, APPROVING THE SALARY SCHEDULES FOR FISCAL YEAR 2015/16, INCLUDING A PART-TIME EMPLOYEE BENEFIT SUMMARY AND CITY COUNCIL BENEFITS**

N11. Consideration to approve the purchase of Fixed Position Automatic License Plate Reader Cameras in the amount of \$100,000.00 from Federal Asset Seizure Funds, Fund 1197701.

**111**

N12. Consideration to authorize the expansion of the Public Safety Video Network funded from Account Number 1017701 in the amount of \$72,100.00.

**121**

N13. Consideration to approve the Amended and Restated Mobile Home Accord for a period of ten years with the following mobile home parks located in Rancho Cucamonga: Alta Laguna, Alta Vista, Casa Volante, Chaparral Heights, The Pines, Ramona Villa, and Sycamore Villa.

**151**

N14. Consideration to approve the plans and specifications for the "Construction of Los Amigos Park" and authorize the City Clerk to advertise the "Notice Inviting Bids", to be funded from Account No. 1235305-5650/1754235-0.

**164**

**RESOLUTION NO. 15-219**

**165**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA, APPROVING PLANS AND SPECIFICATIONS FOR THE "CONSTRUCTION OF LOS AMIGOS PARK" IN SAID CITY AND AUTHORIZING AND DIRECTING THE CITY CLERK TO ADVERTISE TO RECEIVE BIDS**

N15. Consideration to extend the application deadline date for the West-Side Districts Citizens' Oversight Committee to January 19, 2016.

**169**

N16. Consideration of approval of a Contract Extension between CALAMP Radio Statellite Integrators, Inc. and the City of Rancho Cucamonga for Automatic Vehicle Location (AVL) System extended warranty and wireless fees for Fiscal Year 2015/2016 in the total amount of \$71,340 to be funded from Fire District Account Numbers 3281501-5300 \$4,830; 3282502-5300 \$3,860; 3283501-5300 \$970 and from City Vehicle and Equipment Replacement Fund Account Number 1712001-5300 \$61,680 all in Contract Services.

**170**

**O. 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.**



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

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**DECEMBER 16, 2015**

O1. Second Reading of Ordinance No. 882 approving Victoria Community Plan Amendment DRC2015-00390 changing the Victoria Community Plan Zoning Designation for 10.94 acres of land from Medium (M) Residential (4-8 dwelling units per acre) to Village Commercial (VC) related to the construction of a 100,135 square foot 9-building multi-tenant retail center at the northwest corner of Day Creek Boulevard and Base Line Road. The Amendment also includes changing the zoning designation for 4 contiguous acres of land from Medium (M) Residential (8-14 dwelling units per acre) to Low Medium (LM) Residential (4-8 dwelling units per acre) and a text amendment clarifying development standards – APN’s: 1089-031-15, 16, 35 and a portion of 1089-031-14.

**171**

ORDINANCE NO. 882 (SECOND READING)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA, APROVING VICTORIA COMMUNITY PLAN AMENDMENT DRC2015-00390, A REQUEST TO CHANGE THE VICTORIA COMMUNITY PLAN ZONING DESIGNATION FOR 10.94 ACRES OF LAND FROM MEDIUM (M) RESIDENTIAL (4-8 DWELLING UNITS PER ACRE) TO VILLAGE COMMERCIAL (VC) RELATED TO THE CONSTRUCTION OF A 100,135 SQUARE FOOT 9-BUILDING MULTI-TENANT RETAIL CENTER AT THE NORTHWEST CORNER OF DAY CREEK BOULEVARD AND BASE LINE ROAD. THE AMENDMENT ALSO INCLUDES CHANGING THE ZONING DESIGNATION FOR 4 CONTIGUOUS ACRES OF LAND FROM MEDIUM (M) RESIDENTIAL (8-14 DWELLING UNITS PER ACRE) TO LOW MEDIUM (LM) RESIDENTIAL (4-8 DWELLING UNITS PER ACRE) AND A TEXT AMENDMENT CLARIFYING DEVELOPMENT STANDARDS; AND MAKING FINDINGS IN SUPPORT THEREOF – APN’S: 1089-031-15, 16, 35 AND A PORTION OF 1089-031-14.

**172**

O2. Second Reading and adoption of Ordinance No. 883 adding Chapter 2.14 to the Municipal Code relating to Electronic and Paperless Filing of Fair Political Practices Commission (FPPC) Campaign Disclosure Statements.

**176**

ORDINANCE NO. 883 (SECOND READING)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA, ADDING CHAPTER 2.14 TO THE MUNICIPAL CODE RELATING TO ELECTRONIC AND PAPERLESS FILING OF FAIR POLITICAL PRACTICES COMMISSION (FPPC) CAMPAIGN DISCLOSURE STATEMENTS.

**177**

**P. 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.**



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

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**DECEMBER 16, 2015**

P1. TIME EXTENSION DRC2015-01084 – WSI HIGHLAND INVESTMENTS, LLC - A request to extend the duration of an existing Development Agreement (DRC2003-00411) by an additional one (1) year, an agreement for an approved project of 269 single-family lots on approximately 168.77 acres of land within the Etiwanda North Specific Plan, located north of the Southern California Edison corridor between Etiwanda Avenue and East Avenue; APNs: 1087-081-03, 04, 05, 06, 07, 08, and 09. Related Files: Annexation DRC2003-01051, Specific Plan Amendment DRC2003-00409, General Plan Amendment DRC2003-00410, Development Agreement Amendment DRC2003-00411M and Time Extension DRC2014-00876. Staff has found the project to be within the scope of the project covered by a prior Environmental Impact Report certified by the City Council on July 21, 2004 (State Clearing House #2003081085) by Resolution 04-240 and does not raise or create new environmental impacts not already considered in the Environmental Impact Report.

**180**

**RESOLUTION NO. 15-219**

**241**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA, APPROVING A ONE (1) YEAR EXTENSION OF AN EXISTING DEVELOPMENT AGREEMENT (DRC2003-00411), AN AGREEMENT FOR AN APPROVED PROJECT OF 269 SINGLE-FAMILY LOTS ON APPROXIMATELY 168.77 ACRES OF LAND WITHIN THE ETIWANDA NORTH SPECIFIC PLAN, LOCATED NORTH OF THE SOUTHERN CALIFORNIA EDISON CORRIDOR BETWEEN ETIWANDA AVENUE AND EAST AVENUE - APNs: 1087-081-03, 04, 05, 06, 07, 08, and 09.

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

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

Q1. Consideration to accept the bids received and award and authorize the execution of the contract in the amount of \$288,975.00, to the lowest responsive bidder, Vido Samarzich, Inc., and authorize the expenditure of a 10% contingency in the amount of \$28,897.50, for the Red Hill Park Lake Modernization Project to be funded from Capital Reserve Funds, Account No. 1025001-5650/1897025-0 and appropriate an additional amount of \$317,872.50 to Account No. 1025001-5650/1897025-0 from Capital Reserve Fund balance.

**244**

Q2. Consideration of Adoption of Urgency Zoning Ordinance No. 884, An Interim Ordinance of the City Council of the City of Rancho Cucamonga prohibiting all commercial cannabis uses in the City, including deliveries, prohibiting all medical marijuana cultivation, including cultivation for medical use by a qualified patient or primary caregiver, and declaring the urgency thereof.

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

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**DECEMBER 16, 2015**

**ORDINANCE NO. 884**

AN INTERIM ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA PROHIBITING ALL COMMERCIAL CANNABIS USES IN THE CITY, INCLUDING DELIVERIES, PROHIBITING ALL MEDICAL MARIJUANA CULTIVATION, INCLUDING CULTIVATION FOR MEDICAL USE BY A QUALIFIED PATIENT OR PRIMARY CAREGIVER, AND DECLARING THE URGENCY THEREOF.

**251**

- Q3. Consideration of an Ordinance of the City of Rancho Cucamonga amending the Rancho Cucamonga Municipal Code to extend the time limit for appealing Administrative Citations and applying for hardship waivers to 30 Days.

**258**

**ORDINANCE NO. 885 (FIRST READING)**

AN ORDINANCE OF THE CITY OF RANCHO CUCAMONGA AMENDING THE RANCHO CUCAMONGA MUNICIPAL CODE TO EXTEND THE TIME LIMIT FOR APPEALING ADMINISTRATIVE CITATIONS AND APPLYING FOR HARDSHIP WAIVERS TO 30 DAYS

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**R. COUNCIL BUSINESS**

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

- R1. Discussion of residential monthly parking permit fee for the Metrolink station.
- R2. Consideration of the City Council Community Services Subcommittee's recommendation regarding an appointment to the Park and Recreation Commission.
- R3. INTER-AGENCY UPDATES (Update by the City Council to the community on the meetings that were attended.)
- R4. COUNCIL ANNOUNCEMENTS (Comments to be limited to three minutes per Council Member.)

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

**T. 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 December 10, 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

December 2, 2015

CITY OF RANCHO CUCAMONGA

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

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

The City of Rancho Cucamonga City Council held a closed session on Wednesday, December 2, 2015 in the Tapia Conference Room at the Civic Center, 10500 Civic Center Drive, Rancho Cucamonga, California. Mayor L. Dennis Michael called the meeting to order at 5:00 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; James L. Markman, City Attorney; Linda Daniels, Assistant City Manager; Lori Sassoon, Deputy City Manager/Administrative Services; and Jeff Bloom, Deputy City Manager/Economic and Community Development.

**B. ANNOUNCEMENT OF CLOSED SESSION ITEM(S)**

The following closed session items were considered:

- E1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS PER GOVERNMENT CODE SECTION 54956.8 FOR PROPERTY GENERALLY LOCATED AT THE NORTHWEST CORNER OF BASE LINE ROAD AND DAY CREEK BOULEVARD; NEGOTIATING PARTIES LINDA DANIELS, ASSISTANT CITY MANAGER AND GARY BAUER, LEWIS OPERATING CORPORATION; REGARDING PRICE AND TERMS. – *HOUSING SUCCESSOR AGENCY*
  
- E2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS PER GOVERNMENT CODE SECTION 54956.8 FOR PROPERTY GENERALLY LOCATED AT 7418 AND 7422 ARCHIBALD AVENUE; NEGOTIATING PARTIES LINDA DANIELS, ASSISTANT CITY MANAGER AND TODD COTTLE, 7418 ARCHIBALD LLC; REGARDING PRICE AND TERMS. – *HOUSING SUCCESSOR AGENCY*

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

No public communications were made.

**D. CITY MANAGER ANNOUNCEMENTS**

No discussion or actions were taken.

**F. RECESS**

The closed session recessed at 5:53 p.m. with no action taken.

**\* DRAFT \***

**G. SPECIAL MEETING OF THE CITY COUNCIL ONLY  
CALL TO ORDER – 6:00 P.M.  
COUNCIL CHAMBERS**

The City of Rancho Cucamonga City Council held a special meeting on Wednesday, December 2, 2015 in the Council Chambers at City Hall, located at 10500 Civic Center Drive, Rancho Cucamonga, California. Mayor L. Dennis Michael called the meeting to order at 6:00 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 Shirr'l Griffin, Office Specialist II.

Council Member Alexander led the Pledge of Allegiance.

Mayor Michael called for a moment of silence for those who lost their lives during an active shooter incident which unfolded earlier in the day in the community of San Bernardino at the Inland Regional Center, and said that the meeting would be adjourned in their memory.

**H. ITEMS OF BUSINESS**

H1. Public Communication.

No public communications were made.

H2. Presentation of Service Pins to City of Rancho Cucamonga City Council Members and Employees.

John Gillison, City Manager, recognized the following for their years of service with the City. *Employees who attended the Council Meeting are marked with an asterisk (\*)*.

**CITY EMPLOYEES**

**5 YEARS**

Isaiah Aguilera\*  
Clifford Baker  
Taro Barag  
Fred Lyn\*  
Chris Miladelaroca  
Francisco Oaxaca  
Bret Saley  
Bryan Snyder  
Janet Temkin

**10 YEARS**

Tim Alford  
Daniel Aviles  
Matthew Barajas  
Laura Bliese\*  
Candyce Burnett\*  
Matthew Clark  
Robert Coberly\*  
Chad Comeau\*  
Daniel Correa  
Oscar Delgado  
Joseph Duguay, II

Shawn Epstein  
Brian Fillon  
Jeffrey Geith  
Cristine Gorka\*  
Deborah Grimes  
Patrick Hediger\*  
Mireya (Murry) Hepner\*  
Quang Leba  
Hank Merenda  
Annette Mumolo\*  
Jennifer Nakamura  
Beverly Noonan  
Bret Rambaud  
Scott Rapp  
Antonio Romero, Jr.  
Aaron Segaar  
Sheila Sexton\*  
Adam Tuckerman  
Caroline Vera  
Fabian Villenas  
Edward Watson  
Ryan Wilson

**15 YEARS**

Claude Beaumont  
Jason Daly  
Kelley Donaldson\*  
Matthew Eddy  
Theresa Gates  
Ty Harris  
Sopheak Kong\*  
Jorge Padilla  
Peter Rouch  
Ryan Samples  
Michael Smith\*  
Valerie Victorino\*  
Ray Wimberly\*  
Michelle Yancy

**20 YEARS**

Gilbert Amador  
Rebecca Davies  
Marlene Hallmeyer\*  
Phillip Ortega  
Eric Rico  
Charles Solano  
Linda Wyman\*

**25 YEARS**

Romeo Dayrit\*  
Timothy Fejeran\*  
Patrick Gallagher  
Vivian Garcia  
Carole Hart\*  
Patrick Jenkins  
David Larkin\*  
Tyrone Quaintance  
Lirio Rosas\*  
Diane Williams\*

**30 YEARS**

Walter Stickney\*

**35 YEARS**

Thomas Acosta\*

(cont'd)

**\* D R A F T \***

POLICE DEPARTMENT  
**5 YEARS**  
Amy Baker  
Daniel Berumen  
Bryan Bosowski  
Andrea Hernandez

Janna Kovensky  
William Stringer  
Melinda Young  
**10 YEARS**  
Richard Buss  
Debra Cabana

Gloria Gomez\*  
Luis Ortiz  
Charles Petersen  
Evan Roberts  
Anthony Thomas

**15 YEARS**  
Janice Clayton  
Randy Rouse  
Shelley Truesdell  
**20 YEARS**  
Robert Harm

Mayor Michael and the Members of the City Council presented service pins and thanked the recipients for their service to the City.

## I. RECESS

Meeting recessed at 6: 23 p.m.

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

The regular meetings of the Rancho Cucamonga Fire Protection District, Successor Agency, Public Financing Authority, and the City of Rancho Cucamonga City Council on Wednesday, December 2, 2015 in the Council Chambers at City Hall, 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 Shirr'I Griffin, Office Specialist II.

Council Member Kennedy led the Pledge of Allegiance.

## H. ANNOUNCEMENTS/PRESENTATIONS

H1. None.

Mayor Michael called for a moment of silence for those who lost their lives during an active shooter incident which unfolded earlier in the day in the community of San Bernardino at the Inland Regional Center, and said that the meeting would be adjourned in their memory.

## I. PUBLIC COMMUNICATIONS

11. Gwyn Frost, on behalf of the Etiwanda Historical Society, announced their fundraiser at Shakey's Pizza Parlor Tuesday, December 8, 2015 from 6-9 p.m.
12. Janet Walton offered a story and prayer.
13. Bill Hanlon spoke about voters and Measure A.
14. John Lyons expressed sympathy for the victims of the earlier incident, spoke about the holiday season, shopping, and dining in the city.

**\* DRAFT \***

## CONSENT CALENDARS:

### J. CONSENT CALENDAR – FIRE PROTECTION DISTRICT

- J1. Consideration to approve Minutes of: November 17, 2015 (Special Meeting)
- J2. Consideration to approve Check Register dated November 10, 2015 through November 19, 2015 for the total of \$77,087.66.

**MOTION:** Moved by Vice Chair Spagnolo, seconded by Board Member Alexander, to approve the Staff Recommendations in the Staff Reports for Consent Calendar Items J1. and J2. Motion carried 5-0.

### K. CONSENT CALENDAR – SUCCESSOR AGENCY

- K1. Consideration to approve Minutes of: November 17, 2015 (Special Meeting)

**MOTION:** Moved by Council Member Alexander, seconded by Council Member Williams to approve the Minutes of November 17, 2015. Motion carried 5-0.

### L. CONSENT CALENDAR – PUBLIC FINANCING AUTHORITY

- L1. Consideration to approve Minutes of: November 17, 2015 (Special Meeting)

**MOTION:** Moved by Authority Member Williams, seconded by Authority Vice-Chair Spagnolo to approve the Minutes of November 17, 2015. Motion carried 5-0.

### M. CONSENT CALENDAR – CITY COUNCIL

- M1. Consideration to approve Minutes of: November 17, 2015 (Special Meeting)
- M2. Consideration to approve Check Register dated November 10, 2015 through November 19, 2015 and payroll ending November 19, 2015 for the total of \$3,391,922.67.
- M3. Consideration of approval to amend contract for Law Enforcement Services to assume County area responsibilities and receive a credit to the Schedule A in the amount of \$39,042 effective January 9, 2016 through June 30, 2016.
- M4. Consideration to release Maintenance Guarantee Bond No. 09136070/014064936-A in the amount of \$78,855.98, for the Ramona Avenue Storm Drain and Pavement Rehabilitation from Foothill Boulevard to south of Pacific Electric Trail project, Contract No. 14-120.
- M5. Consideration to authorize the purchase of two (2) Traffic Signal Controller Cabinets from Econolite, of Anaheim, California, in the amount of \$118,830.24, in accordance with Request for Bid (“RFB”) #15/16-009 to be funded from Account Number 1712001-5603 (Equipment/Vehicle Replacement Fund).
- M6. Consideration to donate three “EZ GO Express L6” gasoline golf carts valued at \$36,556.48 to the County of San Bernardino for use by our Law Enforcement Staff to patrol the Victoria Gardens Mall, Pacific Electric Trail, Local Parks and other areas within the City.
- M7. Consideration of approval of a request to summarily vacate a 25-foot wide Storm Drain Easement, located at the northeast corner of Haven Avenue and the SR-210 Freeway (V-231) – APN 201-272-23  
Related Files: DRC2008-00464, DRC2013-00811.

**\* DRAFT \***

RESOLUTION NO. 15-210

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA, SUMMARILY ORDERING THE VACATION OF A 25-FOOT WIDE STORM DRAIN EASEMENT, LOCATED AT THE NORTHEAST CORNER OF HAVEN AVENUE AND THE SR 210 FREEWAY

- M8. Consideration of approval of Real Estate Purchase Contract with the Howard Duerson Chastain, JR 2004 Trust for the purchase of Real Property generally located at the northeast corner of Arrow Route and Rochester Avenue; (APN 229-021-97) and the appropriation of \$1,895,000 for purchase and \$40,000 for Closing Costs and contingency for a total of \$1,935,000 from Fund 25 to Account No. 1025001-5600 Capital Outlay Land.

**MOTION:** Moved by Mayor Pro Tem Spagnolo, seconded by Council Member Kennedy, to approve the Staff Recommendations in the Staff Reports for Consent Calendar Items M1. through M8. Motion carried 5-0.

**N. ADVERTISED PUBLIC HEARINGS  
CITY COUNCIL**

- N1. ENVIRONMENTAL ASSESSMENT AND GENERAL PLAN AMENDMENT DRC2015-00388 - LEWIS RETAIL CENTERS – A request to change the General Plan Land Use Designation for 10.94 acres of land from Low Medium (LM) Residential to Neighborhood Commercial (NC) related to the construction of a 100,135 square foot 9-building multi-tenant retail center located at the northwest corner of Day Creek Boulevard and Base Line Road in the Medium (M) Zoning District of the Victoria Community Plan – APN's: 1089-031-15, 16, 35 and a portion of 1089-031-14. Related cases: Design Review DRC2015-00386, Victoria Community Plan Amendment DRC2015-00390, Tentative Parcel Map SUBTPM19637, Conditional Use Permit DRC2015-00387 and Uniform Sign Program DRC2015-00391. Staff has prepared a Mitigated Negative Declaration of environmental impacts for consideration.
- ENVIRONMENTAL ASSESSMENT AND VICTORIA COMMUNITY PLAN AMENDMENT DRC2015-00390 - LEWIS RETAIL CENTERS – A request to change the Victoria Community Plan Zoning Designation for 10.94 acres of land from Medium (M) Residential (4-8 dwelling units per acre) to Village Commercial (VC) related to the construction of a 100,135 square foot 9-building multi-tenant retail center at the northwest corner of Day Creek Boulevard and Base Line Road. The Amendment also includes changing the zoning designation for 4 contiguous acres of land from Medium (M) Residential (8-14 dwelling units per acre) to Low Medium (LM) Residential (4-8 dwelling units per acre) and a text amendment clarifying development standards – APN's: 1089-031-15, 16, 35 and a portion of 1089-031-14. Related cases: Design Review DRC2015-00386, General Plan Amendment DRC2015-00388, Tentative Parcel Map SUBTPM19637, Conditional Use Permit DRC2015-00387 and Uniform Sign Program DRC2015-00391. Staff has prepared a Mitigated Negative Declaration of environmental impacts for consideration.

RESOLUTION NO. 15-211

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA, APPROVING GENERAL PLAN AMENDMENT DRC2015-00388, A REQUEST TO CHANGE THE GENERAL PLAN LAND USE DESIGNATION FOR 10.94 ACRES OF LAND FROM LOW MEDIUM (LM) RESIDENTIAL TO NEIGHBORHOOD COMMERCIAL (NC) RELATED TO THE CONSTRUCTION OF A 100,135 SQUARE FOOT 9-BUILDING MULTI-TENANT RETAIL CENTER LOCATED AT THE NORTHWEST CORNER OF DAY CREEK BOULEVARD AND BASE LINE ROAD IN THE MEDIUM (M) ZONING DISTRICT OF THE VICTORIA COMMUNITY PLAN; AND MAKING FINDINGS IN SUPPORT THEREOF – APN'S: 1089-031-15, 16, 35 AND A PORTION OF 1089-031-14.

**\* DRAFT \***

ORDINANCE NO. 882 (FIRST READING)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA, APPROVING VICTORIA COMMUNITY PLAN AMENDMENT DRC2015-00390, A REQUEST TO CHANGE THE VICTORIA COMMUNITY PLAN ZONING DESIGNATION FOR 10.94 ACRES OF LAND FROM MEDIUM (M) RESIDENTIAL (4-8 DWELLING UNITS PER ACRE) TO VILLAGE COMMERCIAL (VC) RELATED TO THE CONSTRUCTION OF A 100,135 SQUARE FOOT 9-BUILDING MULTI-TENANT RETAIL CENTER AT THE NORTHWEST CORNER OF DAY CREEK BOULEVARD AND BASE LINE ROAD. THE AMENDMENT ALSO INCLUDES CHANGING THE ZONING DESIGNATION FOR 4 CONTIGUOUS ACRES OF LAND FROM MEDIUM (M) RESIDENTIAL (8-14 DWELLING UNITS PER ACRE) TO LOW MEDIUM (LM) RESIDENTIAL (4-8 DWELLING UNITS PER ACRE) AND A TEXT AMENDMENT CLARIFYING DEVELOPMENT STANDARDS; AND MAKING FINDINGS IN SUPPORT THEREOF – APN’S: 1089-031-15, 16, 35 AND A PORTION OF 1089-031-14.

John Gillison, City Manager, introduced Candyce Burnett, Planning Director and Tabe van der Zwaag, Associate Planner, who reviewed the project via a PowerPoint presentation and responded to questions. Council was provided with an Additional Materials Memo regarding a proposed added Condition to the Environmental Study Parts II and III for SUBTPM19637, located at the northwest corner of Day Creek Boulevard and Base Line Road. Included are recommended California Department of Fish and Wildlife (CDFW) additional Mitigation to the final Environmental Study Part II [Revised page 18 of the Initial Study Part II (P112)], and the mitigation Monitoring Checklist Part III [Revised Mitigation Monitoring Checklist Part III (P146)].

Mayor Michael opened the Public Hearing.

Public Comment:

- N1. Walt Mitchell with Lewis Retail Centers, the Applicant, concisely reviewed the project and indicated he was available for any questions.
- N2. Natasha Walton, resident of Upland, a wildlife biologist at Chaffey Community College demonstrated concerns for the plant life in the habitat at the project site.
- N3. John Lyons spoke about Stater Brothers market slated for the site.

Mayor Michael closed the Public Hearing.

Council discussion followed.

**MOTION:** Moved by Council Member Alexander, seconded by Council Member Kennedy, to adopt Resolution No. 15-211. Motion carried 5-0.

**MOTION:** Moved by Council Member Williams, seconded by Council Member Alexander, to introduce Ordinance No. 882, waive full reading, and hear the Ordinance by Title only.

Linda Troyan, City Clerk Services Director, read the title of Ordinance No. 882.

**VOTES NOW CAST ON MOTION:** Moved by Council Member Williams, seconded by Council Member Alexander, to introduce Ordinance No. 882, waive full reading, and hear the Ordinance by Title only. Motion carried 5-0.

## O. ADMINISTRATIVE HEARING ITEM

- O1. Consideration of actions related to the continued fiscal stewardship of the City's West-Side Parks, Landscape, and Street Lightings District.

\* DRAFT \*

John Gillison, City Manager, introduced Jeff Bloom, Deputy City Manager, Economic/Community Development who gave the Staff Report via a PowerPoint presentation. Lori Sassoon, Deputy City Manager, Administrative Services; Nettie Nielsen, Community Services Director; and Bill Wittkopf, Public Works Services Director were in attendance to provide further information.

Staff Recommendations:

- (1) Approve one time General Fund contribution of \$40,000 to install credit card activated controls on ball field lights citywide.
- (2) Direct staff to prepare a resolution for FY 16/17 creating a \$6 per hour lighting charge for all fields, courts and arenas to cover electricity, maintenance, and capital replacement costs.
- (3) Direct staff to discontinue \$5 voluntary contribution by youth sports groups effective FY16/17.
- (4) Approve a one-time \$260,000 General Fund Capital Reserves expense to separate electrical meters and circuits at Red Hill Park to reduce usage rates.
- (5) Approve a one-time expense of General Fund Capital Reserves in the amount of \$14,650 to fund solar feasibility analysis at 4 parks.
- (6) Direct staff to solicit bids for contract maintenance for PD 85 and rebid LMD 1 maintenance contract, all to include alternative for contract sports field maintenance to assist volunteers and youth sports groups.
- (7) Direct staff to proceed with agenda item to authorize bidding of Los Amigos Park construction and seek partnerships with Cucamonga School District, CVWD and others to support the annual maintenance. A final report to be presented to the City Council in February 2016.
- (8) Direct staff to move forward with proposed FY16/17 budget including line items for emergency repair and capital replacement reserves.

Mayor Michael opened the public comment period of the Administrative Hearing.

Public Comment:

- O1. Aristides Ruiz, resident and AYSO Soccer Region 65 volunteer, said that he is happy with the work the City is proposing regarding lighting at the fields since Measure A did not pass. He noted concern about the poor condition of the fields the children play on, specifically, Beryl and Church parks. Mr. Ruiz suggested use of towers or tanks to capture water for field irrigation as an alternative or temporary solution until a reclaimed water infrastructure is in place.
- O2. Matthew Sheasby, AYSO local Regional Commissioner, stated 4,000 children from the City participate in the program every year. He pointed out reasons why a credit card reader or card swipe system for the lights would be difficult to facilitate for the AYSO organization. He urged continuing the existing system, and recommended other organizations which currently do not make a fair contribution, be urged to do so. Mr. Sheasby also shared his concerns about field conditions and the necessary maintenance needed to restore them.
- O3. Colin Lyon, AYSO, thanked and commended staff on a thorough report which included creative solutions such as the installation of separate meters at Red Hill Park, cell towers to help generate revenue, and the dual use of solar panels. Mr. Lyon also voiced concern for field reconditioning, and asked if immediate attention could be given to the soccer fields.
- O4. John Lyons recalled volunteers helping with the fields.

Mayor Michael closed the public comment period.

Council discussion followed.

City Manager Gillison assured City Council that sports groups would be conferred with regarding proposed changes, and noted that changes pertaining to fees require a Public Hearing.

**MOTION:** Moved by Council Member Williams, seconded by Mayor Pro Tem Spagnolo, to approve Staff's recommendations. Motion carried 4-1 with Council Member Alexander opposed to moving forward at this time.

**\* D R A F T \***

Jeff Bloom, Deputy City Manager, Economic/Community Development continued his report speaking on Red Hill Park Lake.

Mayor Michael opened the public comment period of the Administrative Hearing.

There was no comment from the public.

Mayor Michael closed the public comment period.

Council discussion followed.

**MOTION:** Moved by Council Member Alexander, seconded by Council Member Williams, to direct Staff to move forward with the bid process regarding Red Hill Park Lake. Motion carried 5-0.

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

- P1. Consideration of First Reading of Ordinance No. 883 Adding Chapter 2.14 to the Municipal Code relating to Electronic and Paperless Filing of Fair Political Practices Commission (FPPC) Campaign Disclosure Statements.

### ORDINANCE NO. 883 (FIRST READING)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA, ADDING CHAPTER 2.14 TO THE MUNICIPAL CODE RELATING TO ELECTRONIC AND PAPERLESS FILING OF FAIR POLITICAL PRACTICES COMMISSION (FPPC) CAMPAIGN DISCLOSURE STATEMENTS.

John Gillison, City Manager, introduced Linda Troyan, City Clerk Services Director, who gave the Staff Report via a PowerPoint presentation.

**MOTION:** Moved by Council Member Kennedy, seconded by Council Member Williams, to introduce Ordinance No. 883, waive full reading, and hear the Ordinance by Title only.

Linda Troyan, City Clerk Services Director, read the title of Ordinance No. 883.

**VOTES NOW CAST ON MOTION:** Moved by Council Member Kennedy, seconded by Council Member Williams, to introduce Ordinance No. 883, waive full reading, and hear the Ordinance by Title only. Motion carried 5-0.

- P2. November 3, 2015 Special Election Results and Associated Costs.

### RESOLUTION NO. 15-212

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA, RECITING THE FACT OF THE SPECIAL MUNICIPAL ELECTION HELD IN THE WEST-SIDE NEIGHBORHOOD PARKS AND STREET LIGHTING COMMUNITY FACILITIES DISTRICT NO. 1 OF THE CITY OF RANCHO CUCAMONGA ON NOVEMBER 3, 2015, DECLARING THE RESULTS AND SUCH OTHER MATTERS AS PROVIDED BY PROVISION OF LAW.

John Gillison, City Manager, directed Council to the Staff Report prepared by Linda Troyan, City Clerk Services Director, regarding the November 3, 2015 Special Election results and associated costs.

**MOTION:** Moved by Mayor Pro Tem Spagnolo, seconded by Council Member Kennedy, to adopt Resolution No. 15-212. Motion carried 5-0.

**\* D R A F T \***

## Q. COUNCIL BUSINESS

- Q1. Consideration of the City Council Community Services Subcommittee's recommendation regarding Appointment(s) to the Park and Recreation Commission.

Mayor Michael reported that he and Mayor Pro Tem Spagnolo, as Members of the City Council Community Services Subcommittee, met and considered candidates from the recruitment process for the Park and Recreation Commission. The Subcommittee recommended the appointment of Mr. Peter Villegas to fill a four-year term due to the resignation of Commissioner Jim Hansen.

**MOTION:** Moved by Council Member Kennedy, seconded by Council Member Williams, to approve appointment of Peter Villegas to Park and Recreation Commission. Motion carried 5-0.

- Q2. Consideration of the City Council Community Services Subcommittee's recommendation regarding re-appointments to the Community & Arts Foundation's Board of Directors.

Mayor Pro Tem Spagnolo reported that he and Mayor Michael, as Members of the City Council Community Services Subcommittee, met and considered letters from Members Linda Bryan and Tina Chen requesting reappointment to the Foundation's Board of Directors. Due to their diligent service and work for the Foundation, the Subcommittee recommended reappointment of Linda Bryan and Tina Chen to serve additional four-year terms on the Community & Arts Foundation's Board of Directors.

**MOTION:** Moved by Council Member Williams, seconded by Council Member Kennedy, to approve reappointment of Linda Bryan and Tina Chen to the Community & Arts Foundation's Board of Directors. Motion carried 5-0.

- Q3. Consideration of approval of a Resolution of the City Council of the City of Rancho Cucamonga, California, amending Resolution 13-079 to add Landscape Maintenance District No. 7 (North Etiwanda) to the purview of the Citizens' Oversight Committee and amend certain other items.

### RESOLUTION NO. 15-209

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA, AMENDING RESOLUTION 13-079 TO ADD LANDSCAPE MAINTENANCE DISTRICT NO. 7 (NORTH ETIWANDA) TO THE PURVIEW OF THE CITIZENS' OVERSIGHT COMMITTEE AND AMEND CERTAIN OTHER ITEMS.

Mayor Michael referred to Council Member Kennedy who moved for approval of Item. Q3.

**MOTION:** Moved by Council Member Kennedy, seconded by Council Member Williams, to adopt Resolution No. 15-209, amending Resolution No. 13-079 to add Landscape Maintenance District No. 7 (North Etiwanda) to the purview of the Citizens' Oversight Committee and amend certain other items. Motion carried 5-0.

- Q4. INTER-AGENCY UPDATES (Update by the City Council to the community on the meetings that were attended.)

There were no Inter-Agency Updates.

- Q5. COUNCIL ANNOUNCEMENTS (Comments to be limited to three minutes per Council Member.)

There were no Council Announcements.

\* D R A F T \*

## R. IDENTIFICATION OF ITEMS FOR NEXT MEETING

Mayor Pro Tem Spagnolo requested consideration of lowering the Metrolink parking meter-fee for city residents. Council Member Williams suggested including itemized estimates for improvements. Council Member Kennedy asked to include a comparison of the actual fees generated to the original anticipated fees, as well as a projection of future sustainable costs as over-all maintenance costs increase.

## S. ADJOURNMENT

The meeting adjourned at 9:13 p.m. in memory of those who lost their lives during an active shooter incident which unfolded earlier in the day in the community of San Bernardino at the Inland Regional Center.

Respectfully submitted,

---

Linda A. Troyan, MMC  
City Clerk Services Director

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

**\* DRAFT \***

CITY OF RANCHO CUCAMONGA  
AND  
RANCHO CUCAMONGA FIRE PROTECTION DISTRICT

Agenda Check Register

11/23/2015 through 12/8/2015

<u>Check No.</u>	<u>Check Date</u>	<u>Vendor Name</u>	<u>City</u>	<u>Fire</u>	<u>Amount</u>
AP 00005638	11/23/2015	AHUMADA, ALEXANDER R	0.00	904.08	904.08
AP 00005639	11/23/2015	ALMAND, LLOYD	0.00	615.52	615.52
AP 00005640	11/23/2015	BANTAU, VICTORIA	0.00	949.95	949.95
AP 00005641	11/23/2015	BAZAL, SUSAN	0.00	969.50	969.50
AP 00005642	11/23/2015	BELL, MICHAEL L.	0.00	1,560.49	1,560.49
AP 00005643	11/23/2015	BERRY, DAVID	0.00	920.36	920.36
AP 00005644	11/23/2015	BROCK, ROBIN	0.00	893.87	893.87
AP 00005645	11/23/2015	CAMPBELL, GERALD	0.00	1,233.07	1,233.07
AP 00005646	11/23/2015	CARNES, KENNETH	0.00	469.02	469.02
AP 00005647	11/23/2015	CLABBY, RICHARD	0.00	920.36	920.36
AP 00005648	11/23/2015	CORCORAN, ROBERT	0.00	525.11	525.11
AP 00005649	11/23/2015	COX, KARL	0.00	615.52	615.52
AP 00005650	11/23/2015	CRANE, RALPH	0.00	969.50	969.50
AP 00005651	11/23/2015	CROSSLAND, WILBUR	0.00	469.02	469.02
AP 00005652	11/23/2015	DAGUE, JAMES	0.00	1,172.22	1,172.22
AP 00005653	11/23/2015	DE ANTONIO, SUSAN	0.00	525.11	525.11
AP 00005654	11/23/2015	DEANS, JACKIE	0.00	600.74	600.74
AP 00005655	11/23/2015	DOMINICK, SAMUEL A.	0.00	893.87	893.87
AP 00005656	11/23/2015	EAGLESON, MICHAEL	0.00	1,172.22	1,172.22
AP 00005657	11/23/2015	FRITCHEY, JOHN D.	0.00	469.02	469.02
AP 00005658	11/23/2015	HEYDE, DONALD	0.00	1,172.22	1,172.22
AP 00005659	11/23/2015	INTERLICCHIA, ROSALYN	0.00	1,208.82	1,208.82
AP 00005660	11/23/2015	KILMER, STEPHEN	0.00	1,233.07	1,233.07
AP 00005661	11/23/2015	LANE, WILLIAM	0.00	1,560.49	1,560.49
AP 00005662	11/23/2015	LEE, ALLAN J.	0.00	1,066.80	1,066.80
AP 00005663	11/23/2015	LENZE, PAUL E	0.00	1,224.46	1,224.46
AP 00005664	11/23/2015	LONGO, JOE	0.00	173.51	173.51
AP 00005665	11/23/2015	LUTTRULL, DARRELL	0.00	694.69	694.69
AP 00005666	11/23/2015	MACKALL, BENJAMIN	0.00	1,215.87	1,215.87
AP 00005667	11/23/2015	MAYFIELD, RON	0.00	1,323.48	1,323.48
AP 00005668	11/23/2015	MCKEE, JOHN	0.00	615.52	615.52
AP 00005669	11/23/2015	MCNEIL, KENNETH	0.00	615.52	615.52
AP 00005670	11/23/2015	MICHAEL, L. DENNIS	0.00	893.87	893.87
AP 00005671	11/23/2015	MORGAN, BYRON	0.00	2,277.23	2,277.23
AP 00005672	11/23/2015	MYSKOW, DENNIS	0.00	920.36	920.36
AP 00005673	11/23/2015	NAUMAN, MICHAEL	0.00	920.36	920.36
AP 00005674	11/23/2015	NEE, RON	0.00	1,757.12	1,757.12
AP 00005675	11/23/2015	NELSON, MARY JANE	0.00	173.51	173.51
AP 00005676	11/23/2015	PLOUNG, MICHAEL J	0.00	556.94	556.94
AP 00005677	11/23/2015	POST, MICHAEL R	0.00	1,577.31	1,577.31
AP 00005678	11/23/2015	PROULX, PATRICK	0.00	1,560.49	1,560.49
AP 00005679	11/23/2015	ROEDER, JEFF	0.00	1,172.22	1,172.22
AP 00005680	11/23/2015	SALISBURY, THOMAS	0.00	615.52	615.52
AP 00005681	11/23/2015	SMITH, RONALD	0.00	920.36	920.36
AP 00005682	11/23/2015	SPAGNOLO, SAM	0.00	469.02	469.02
AP 00005683	11/23/2015	SPAIN, WILLIAM	0.00	694.69	694.69
AP 00005684	11/23/2015	SULLIVAN, JAMES	0.00	753.31	753.31

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AP 00005685	11/23/2015	TAYLOR, STEVE	0.00	1,224.46	1,224.46
AP 00005686	11/23/2015	TULEY, TERRY	0.00	1,172.22	1,172.22
AP 00005687	11/23/2015	VANDERKALLEN, FRANCIS	0.00	904.08	904.08
AP 00005688	11/23/2015	WALTON, KEVIN	0.00	1,233.07	1,233.07
AP 00005689	11/23/2015	YOWELL, TIMOTHY A	0.00	1,323.48	1,323.48
AP 00005690	11/25/2015	CALIF GOVERNMENT VEBA/RANCHO CUCAMONGA	9,845.00	0.00	9,845.00
AP 00005691	11/25/2015	HD PRODUCTIONS LLC	10,000.00	0.00	10,000.00
AP 00005692	11/25/2015	RCCEA	1,353.00	0.00	1,353.00
AP 00005693	11/25/2015	RCPFA	10,542.95	0.00	10,542.95
AP 00005694	11/25/2015	SAN BERNARDINO CTY SHERIFFS DEPT	2,601,627.16	0.00	2,601,627.16
AP 00005695	11/25/2015	SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY	901.20	0.00	901.20
AP 00005696	11/25/2015	VIASYN INC	1,665.00	0.00	1,665.00
AP 00005697	12/02/2015	FORTISTAR METHANE GROUP LLC	106,496.03	0.00	106,496.03
AP 00364109	11/23/2015	CURATALO, JAMES	0.00	1,560.49	1,560.49
AP 00364110	11/23/2015	LONCAR, PHILIP	0.00	920.36	920.36
AP 00364111	11/23/2015	TOWNSEND, JAMES	0.00	1,560.49	1,560.49
AP 00364112	11/23/2015	WALKER, KENNETH	0.00	246.76	246.76
AP 00364113	11/25/2015	A'JONTUE, ROSE ANN	336.00	0.00	336.00
AP 00364114	11/25/2015	ACCELA INC	7,207.55	0.00	7,207.55
AP 00364115	11/25/2015	AFLAC GROUP INSURANCE	79.40	0.00	79.40
AP 00364116	11/25/2015	AGILINE LLC	700.00	0.00	700.00
AP 00364117	11/25/2015	ALL CITY MANAGEMENT SERVICES INC.	21,378.04	0.00	21,378.04
AP 00364118	11/25/2015	ALLIANT INSURANCE SERVICES INC.	285.00	0.00	285.00
AP 00364119	11/25/2015	ALTA LOMA COMMUNITY BAPTIST CHURCH	90.00	0.00	90.00
AP 00364120	11/25/2015	AROCHO, ALMA	765.00	0.00	765.00
AP 00364121	11/25/2015	ASSISTANCE LEAGUE OF FOOTHILL COMMUNITIES	2,148.00	0.00	2,148.00
AP 00364122	11/25/2015	AVANTS, MARGE	225.00	0.00	225.00
AP 00364123	11/25/2015	BOUCHER, NOEM	500.00	0.00	500.00
AP 00364124	11/25/2015	C & R FARMS	36.00	0.00	36.00
AP 00364125	11/25/2015	CALIFORNIA FRANCHISE TAX BOARD	200.00	0.00	200.00
AP 00364126	11/25/2015	CALIFORNIA FRANCHISE TAX BOARD	300.00	0.00	300.00
AP 00364127	11/25/2015	CALIFORNIA FRANCHISE TAX BOARD	1,048.11	0.00	1,048.11
AP 00364128	11/25/2015	CARTY, DIANE	491.40	0.00	491.40
AP 00364129	11/25/2015	CIRIACKS, VALERIE ANN	120.00	0.00	120.00
AP 00364130	11/25/2015	CLARK, KAREN	1,251.00	0.00	1,251.00
AP 00364131	11/25/2015	CLEARWATER GRAPHICS INC	27,335.54	0.00	27,335.54
AP 00364132	11/25/2015	CLEARWATER GRAPHICS INC	48.14	0.00	48.14
AP 00364133	11/25/2015	COMP U ZONE	357.60	0.00	357.60
AP 00364134	11/25/2015	COUTURE, FRANCOIS-PIERRE	833.00	0.00	833.00
AP 00364135	11/25/2015	CPRS	165.00	0.00	165.00
AP 00364136	11/25/2015	DANCE TERRIFIC	2,009.00	0.00	2,009.00
AP 00364137	11/25/2015	DEAN, ADAM	135.00	0.00	135.00
AP 00364138	11/25/2015	DOLLARHIDE, GINGER	156.00	0.00	156.00
AP 00364139	11/25/2015	DUNN, ANN MARIE	1,276.20	0.00	1,276.20
AP 00364140	11/25/2015	EASTERLING, RAY	249.60	0.00	249.60
AP 00364141	11/25/2015	ERICKSON HALL CONSTRUCTION	0.00	19,125.00	19,125.00
AP 00364142	11/25/2015	FELICIANO, ANTHONY	144.00	0.00	144.00

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AP 00364143	11/25/2015	FIESTA PARADE FLOATS	7,530.00	0.00	7,530.00
AP 00364144	11/25/2015	FOUR POINTS BY SHERATON	489.12	0.00	489.12
AP 00364145	11/25/2015	G AND M BUSINESS INTERIORS	104.66	0.00	104.66
AP 00364146	11/25/2015	GILBERT, VELMA	275.00	0.00	275.00
AP 00364147	11/25/2015	GIORDANO, MARIANNA	14.40	0.00	14.40
AP 00364148	11/25/2015	GOLDEN STATE RISK MANAGEMENT AUTHORITY	105,279.00	1,150.00	106,429.00 ***
AP 00364149	11/25/2015	GRAINGER	6.53	0.00	6.53
AP 00364150	11/25/2015	GRAPHICS FACTORY INC.	468.50	0.00	468.50
AP 00364151	11/25/2015	HAMILTON, MONIQUE	960.00	0.00	960.00
AP 00364152	11/25/2015	HAMPTON YOGA	648.00	0.00	648.00
AP 00364153	11/25/2015	HERITAGE EDUCATION GROUP	20.00	0.00	20.00
AP 00364154	11/25/2015	HILL'S PET NUTRITION	428.54	0.00	428.54
AP 00364155	11/25/2015	IATSE NATIONAL HEALTH & WELFARE FUNDS	900.00	0.00	900.00
AP 00364156	11/25/2015	IDEXX DISTRIBUTION INC	1,711.25	0.00	1,711.25
AP 00364157	11/25/2015	INLAND EMPIRE TOURS AND TRANSPORTATION	1,070.50	0.00	1,070.50
AP 00364158	11/25/2015	INLAND FAIR HOUSING AND MEDIATION BOARD	1,350.95	0.00	1,350.95
AP 00364159	11/25/2015	INLAND PRESORT & MAILING SERVICES	73.05	0.00	73.05
AP 00364160	11/25/2015	INLAND VALLEY EMERGENCY PET CLINIC	215.00	0.00	215.00
AP 00364161	11/25/2015	J AND S STRIPING CO INC	2,630.54	0.00	2,630.54
AP 00364162	11/25/2015	JACOBSEN DIVISION OF TEXTRON INC	254.85	0.00	254.85
AP 00364163	11/25/2015	JOBS AVAILABLE INC	45.00	0.00	45.00
AP 00364164	11/25/2015	JONES, CHRISTINA HAATAINEN	833.00	0.00	833.00
AP 00364165	11/25/2015	K K WOODWORKING	21.58	0.00	21.58
AP 00364166	11/25/2015	L S A ASSOCIATES INC	0.00	389.16	389.16
AP 00364167	11/25/2015	LANCE SOLI AND LUNGHARD	4,780.00	0.00	4,780.00
AP 00364168	11/25/2015	LAWSON PRODUCTS INC	0.00	433.99	433.99
AP 00364169	11/25/2015	LEAGUE OF CALIFORNIA CITIES	280.00	0.00	280.00
AP 00364170	11/25/2015	LEWIS INVESTMENT COMPANY LLC	180,930.97	0.00	180,930.97
AP 00364171	11/25/2015	LICHTMAN, OFER	0.00	261.00	261.00
AP 00364172	11/25/2015	LITTLE BEAR PRODUCTIONS	4,400.00	0.00	4,400.00
AP 00364173	11/25/2015	LUBRICATION ENGINEERS INC	0.00	3,496.28	3,496.28
AP 00364174	11/25/2015	MADRONE & ARROW LLC	10.60	0.00	10.60
AP 00364175	11/25/2015	MARK CHRISTOPHER INC	0.00	200.45	200.45
AP 00364176	11/25/2015	MARSHALL, SYLVIA	1,408.80	0.00	1,408.80
AP 00364177	11/25/2015	MARTINEZ TOWING	45.00	0.00	45.00
AP 00364178	11/25/2015	MARY S ROBERTS SPAY/NEUTER CLINIC	100.00	0.00	100.00
AP 00364179	11/25/2015	MCMASTER CARR SUPPLY COMPANY	244.27	0.00	244.27
AP 00364180	11/25/2015	MICHAEL BAKER INTERNATIONAL INC	21,377.50	0.00	21,377.50
AP 00364181	11/25/2015	MIDWEST TAPE	609.73	0.00	609.73
AP 00364182	11/25/2015	MIJAC ALARM COMPANY	190.00	0.00	190.00
AP 00364183	11/25/2015	MISSION REPROGRAPHICS	566.42	0.00	566.42
AP 00364184	11/25/2015	MINITUBISHI ELECTRIC US INC	638.24	0.00	638.24
AP 00364185	11/25/2015	MK AUTO DETAIL INC	0.00	225.00	225.00
AP 00364186	11/25/2015	MOUNTAIN VIEW SMALL ENG REPAIR	52.88	0.00	52.88
AP 00364187	11/25/2015	MSA INLAND EMPIRE/DESERT CHAPTER	240.00	0.00	240.00
AP 00364188	11/25/2015	N F P A	0.00	175.00	175.00
AP 00364189	11/25/2015	NAIOP	700.00	0.00	700.00

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AP 00364190	11/25/2015	NAPA AUTO PARTS	20.39	0.00	20.39
AP 00364191	11/25/2015	NATIONAL DATA & SURVEYING SERVICES	192.00	0.00	192.00
AP 00364192	11/25/2015	NEOPOST USA INC	122.26	0.00	122.26
AP 00364193	11/25/2015	NEW IMAGE COMMERCIAL FLOORING	0.00	4,496.78	4,496.78
AP 00364194	11/25/2015	NORSTAR INDUSTRIES	543.31	0.00	543.31
AP 00364195	11/25/2015	NOTARO, JEFF	39.77	0.00	39.77
AP 00364196	11/25/2015	O ENTERTAINMENT	2,127.00	0.00	2,127.00
AP 00364197	11/25/2015	O'BRIEN, THOMAS	0.00	261.00	261.00
AP 00364198	11/25/2015	O'DONNELL BATTERIES	1,705.00	0.00	1,705.00
AP 00364199	11/25/2015	OFFICE DEPOT	6,344.56	0.00	6,344.56
AP 00364200	11/25/2015	OMNITRANS	2,176.58	0.00	2,176.58
AP 00364201	11/25/2015	ONTARIO WINNELSON CO	428.36	0.00	428.36
AP 00364202	11/25/2015	ONTRAC	147.34	0.00	147.34
AP 00364203	11/25/2015	OPARC	396.00	0.00	396.00
AP 00364204	11/25/2015	ORONA, PATRICIA	1,620.00	0.00	1,620.00
AP 00364205	11/25/2015	OTT, LAURA	549.00	0.00	549.00
AP 00364206	11/25/2015	OTT, SHARON	522.00	0.00	522.00
AP 00364207	11/25/2015	PAL CAMPAIGN	10.00	0.00	10.00
AP 00364208	11/25/2015	PARS	7,000.00	0.00	7,000.00
AP 00364209	11/25/2015	PASMA	75.00	0.00	75.00
AP 00364210	11/25/2015	PEREZ, ALEXANDRA	147.00	0.00	147.00
AP 00364211	11/25/2015	PHOENIX GROUP INFORMATION SYSTEMS	52.99	0.00	52.99
AP 00364212	11/25/2015	PIONEER MANUFACTURING	183.86	0.00	183.86
AP 00364213	11/25/2015	POLICE EXECUTIVE RESEARCH FORUM	200.00	0.00	200.00
AP 00364214	11/25/2015	POWER PLAY YOUTH ATHLETICS	1,024.00	0.00	1,024.00
AP 00364215	11/25/2015	PRE-PAID LEGAL SERVICES INC	96.59	0.00	96.59
AP 00364216	11/25/2015	PRO SPRAY EQUIPMENT	8.66	0.00	8.66
AP 00364217	11/25/2015	PROJECT SISTER FAMILY SERVICES	703.18	0.00	703.18
AP 00364218	11/25/2015	RAINEY, LATREACE	410.00	0.00	410.00
AP 00364219	11/25/2015	RALPH ANDERSEN & ASSOCIATES	12,500.00	0.00	12,500.00
AP 00364220	11/25/2015	RAMIREZ, GABRIEL FUENTES	60.98	0.00	60.98
AP 00364221	11/25/2015	RANCHO CUCAMONGA CHAMBER OF COMMERCE	3,166.66	0.00	3,166.66
AP 00364222	11/25/2015	RANCHO CUCAMONGA FONTANA FAMILY YMCA	7,160.40	0.00	7,160.40
AP 00364223	11/25/2015	RANCHO REGIONAL VETERINARY HOSPITAL INC	675.00	0.00	675.00
AP 00364224	11/25/2015	RANCHO REGIONAL VETERINARY HOSPITAL INC	474.81	0.00	474.81
AP 00364225	11/25/2015	RIGELMAN, ENCARNACION ONTIVEROS	60.00	0.00	60.00
AP 00364226	11/25/2015	ROTH, MICHELLE	300.00	0.00	300.00
AP 00364227	11/25/2015	SAFeway SIGN COMPANY	2,176.09	0.00	2,176.09
AP 00364228	11/25/2015	SAN ANTONIO HOSPITAL FOUNDATION	3,716.00	0.00	3,716.00
AP 00364229	11/25/2015	SAN BERNARDINO COUNTY SHERIFFS DEPT	242.28	0.00	242.28
AP 00364230	11/25/2015	SAN BERNARDINO, CITY OF	1,011.82	0.00	1,011.82
AP 00364231	11/25/2015	SARGENT TOWN PLANNING INC	179,279.09	0.00	179,279.09
AP 00364232	11/25/2015	SBPEA	1,043.54	0.00	1,043.54
AP 00364233	11/25/2015	SC FUELS	18,092.42	5,817.30	23,909.72 ***
AP 00364234	11/25/2015	SENECHAL, CALVIN	445.20	0.00	445.20
AP 00364235	11/25/2015	SEXTON, SHEILA	5.00	0.00	5.00
AP 00364236	11/25/2015	SHERIFFS COURT SERVICES	296.59	0.00	296.59

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AP 00364237	11/25/2015	SHERIFFS COURT SERVICES	93.38	0.00	93.38
AP 00364238	11/25/2015	SHERIFFS COURT SERVICES	200.00	0.00	200.00
AP 00364239	11/25/2015	SIEMENS INDUSTRY INC	45,412.57	0.00	45,412.57
AP 00364240	11/25/2015	SMITH, JAYMI LEE	833.00	0.00	833.00
AP 00364241	11/25/2015	SO CAL SANDBAGS	3,240.00	0.00	3,240.00
AP 00364242	11/25/2015	SO CALIF GAS COMPANY	20.36	449.74	470.10 ***
AP 00364243	11/25/2015	SOUTHERN CALIF FLEET SERVICES INC	0.00	1,869.35	1,869.35
AP 00364245	11/25/2015	SOUTHERN CALIFORNIA EDISON	12,939.60	0.00	12,939.60
AP 00364246	11/25/2015	ST GEORGE GROUPE INC	3,873.67	0.00	3,873.67
AP 00364247	11/25/2015	STOTZ EQUIPMENT	158.59	0.00	158.59
AP 00364248	11/25/2015	SUNGARD PUBLIC SECTOR USER GROUP ASSOC INC	195.00	0.00	195.00
AP 00364249	11/25/2015	TERRA VISTA ANIMAL HOSPITAL	50.00	0.00	50.00
AP 00364250	11/25/2015	THE COUNSELING TEAM INTERNATIONAL	0.00	600.00	600.00
AP 00364251	11/25/2015	TRACEY, VAL	375.00	0.00	375.00
AP 00364252	11/25/2015	TRAK ENGINEERING INC	2,381.45	0.00	2,381.45
AP 00364253	11/25/2015	UNITED PACIFIC SERVICES INC	20,882.00	0.00	20,882.00
AP 00364254	11/25/2015	UNITED ROTARY BRUSH CORPORATION	687.69	0.00	687.69
AP 00364255	11/25/2015	UNITED SCENIC ARTISTS PENSION AND WELFARE FU	600.00	0.00	600.00
AP 00364256	11/25/2015	UNITED SITE SERVICES OF CA INC	225.91	0.00	225.91
AP 00364257	11/25/2015	UNITED WAY	157.00	0.00	157.00
AP 00364258	11/25/2015	UPS	321.69	0.00	321.69
AP 00364259	11/25/2015	UTILIQUEST	814.90	0.00	814.90
AP 00364260	11/25/2015	VCA CENTRAL ANIMAL HOSPITAL	50.97	0.00	50.97
AP 00364261	11/25/2015	VECCHIO, TOM	229.00	0.00	229.00
AP 00364262	11/25/2015	VICTOR MEDICAL COMPANY	164.47	0.00	164.47
AP 00364263	11/25/2015	VICTORIA ANIMAL HOSPITAL	325.00	0.00	325.00
AP 00364264	11/25/2015	VISION COMMUNICATIONS CO	360.00	0.00	360.00
AP 00364265	11/25/2015	VORTEX INDUSTRIES INC	0.00	1,041.90	1,041.90
AP 00364266	11/25/2015	WAXIE SANITARY SUPPLY	2,949.87	1,818.12	4,767.99 ***
AP 00364267	11/25/2015	WESTRUX INTERNATIONAL INC	0.00	122.50	122.50
AP 00364268	11/25/2015	WRIGHT, CHRISTOPHER	42.59	0.00	42.59
AP 00364271	11/25/2015	XEROX CORPORATION	9,891.45	438.58	10,330.03 ***
AP 00364272	11/25/2015	XL STORAGE	895.00	0.00	895.00
AP 00364273	11/25/2015	ZEE MEDICAL INC	753.70	0.00	753.70
AP 00364274	11/25/2015	ZEP MANUFACTURING COMPANY	0.00	209.93	209.93
AP 00364275	11/25/2015	ABC LOCKSMITHS	917.62	0.00	917.62
AP 00364276	11/25/2015	AIRGAS USA LLC	359.86	0.00	359.86
AP 00364278	11/25/2015	C V W D	22,301.68	1,595.96	23,897.64 ***
AP 00364279	11/25/2015	CALSENSE	2,640.12	0.00	2,640.12
AP 00364280	11/25/2015	CITRUS MOTORS ONTARIO INC	0.00	1,060.35	1,060.35
AP 00364281	11/25/2015	DUNN EDWARDS CORPORATION	1,089.73	0.00	1,089.73
AP 00364282	11/25/2015	EMCOR SERVICE	25,529.18	0.00	25,529.18
AP 00364283	11/25/2015	EWING IRRIGATION PRODUCTS	762.23	0.00	762.23
AP 00364284	11/25/2015	FASTENAL COMPANY	6.05	0.00	6.05
AP 00364285	11/25/2015	HOLLIDAY ROCK CO INC	12,840.11	0.00	12,840.11
AP 00364286	11/25/2015	HYDRO SCAPE PRODUCTS INC	3,270.66	0.00	3,270.66
AP 00364287	11/25/2015	IMPERIAL SPRINKLER SUPPLY INC	2,408.93	0.00	2,408.93

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AP 00364288	11/25/2015	INTERSTATE BATTERIES	0.00	458.18	458.18
AP 00364289	11/25/2015	KME FIRE APPARATUS	0.00	546.26	546.26
AP 00364290	11/25/2015	LIMS AUTO INC	2,766.20	0.00	2,766.20
AP 00364291	11/25/2015	PENNY PLUMBING	855.67	0.00	855.67
AP 00364292	12/02/2015	35 DEZIGNZ	216.00	0.00	216.00
AP 00364293	12/02/2015	A AND R TIRE SERVICE	84.84	0.00	84.84
AP 00364294	12/02/2015	A&V SOFTBALL	7,938.00	0.00	7,938.00
AP 00364295	12/02/2015	ACEY DECY EQUIPMENT INC.	211.80	0.00	211.80
AP 00364296	12/02/2015	ADOBE ANIMAL HOSPITAL	350.00	0.00	350.00
AP 00364297	12/02/2015	AFSS	0.00	25.00	25.00
AP 00364298	12/02/2015	ALL CITIES TOOLS	0.00	25.00	25.00
AP 00364299	12/02/2015	ALLIED STORAGE CONTAINERS	0.00	75.60	75.60
AP 00364300	12/02/2015	ALPHAGRAPHICS	22.68	0.00	22.68
AP 00364301	12/02/2015	ALTA LOMA ANIMAL HOSPITAL	1,000.00	0.00	1,000.00
AP 00364302	12/02/2015	ALTA RANCHO PET HOSPITAL	150.00	0.00	150.00
AP 00364303	12/02/2015	ARCHIBALD PET HOSPITAL	450.00	0.00	450.00
AP 00364304	12/02/2015	ARCHITERRA DESIGN GROUP	4,876.25	1,132.50	6,008.75 ***
AP 00364305	12/02/2015	ARENAS, HELEN	14.00	0.00	14.00
AP 00364306	12/02/2015	ASKARZOL, KHAN	7.98	0.00	7.98
AP 00364307	12/02/2015	AUFBAU CORPORATION	36,642.00	0.00	36,642.00
AP 00364308	12/02/2015	AUTO AND RV SPECIALISTS INC.	93.81	0.00	93.81
AP 00364309	12/02/2015	AYANTRA INC.	2,496.00	1,536.00	4,032.00 ***
AP 00364310	12/02/2015	BALL, ROBERT	0.00	32.92	32.92
AP 00364311	12/02/2015	BARNHART, BRIAN THOMAS	1,500.00	0.00	1,500.00
AP 00364312	12/02/2015	BARRAGAN, MARCOS	0.00	261.00	261.00
AP 00364313	12/02/2015	BASELINE ANIMAL HOSPITAL	900.00	0.00	900.00
AP 00364314	12/02/2015	BATTERY POWER INC	177.30	0.00	177.30
AP 00364315	12/02/2015	BEMBI, ARMIDA	102.00	0.00	102.00
AP 00364316	12/02/2015	BMP SOLUTIONS	4,690.00	0.00	4,690.00
AP 00364317	12/02/2015	BROWN, JENNIFER	15.00	0.00	15.00
AP 00364318	12/02/2015	CABLE INC.	589.50	0.00	589.50
AP 00364319	12/02/2015	CAL STATE SITE SERVICES	3,378.50	0.00	3,378.50
AP 00364320	12/02/2015	CALBO	210.00	0.00	210.00
AP 00364321	12/02/2015	CAMERON WELDING SUPPLY	59.67	0.00	59.67
AP 00364322	12/02/2015	CARQUEST AUTO PARTS	0.00	741.15	741.15
AP 00364323	12/02/2015	CCS ORANGE COUNTY JANITORIAL INC.	0.00	1,120.00	1,120.00
AP 00364324	12/02/2015	CDW GOVERNMENT INC.	2,491.37	0.00	2,491.37
AP 00364325	12/02/2015	CHAMPION AWARDS AND SPECIALTIES	48.60	0.00	48.60
AP 00364326	12/02/2015	CHARTER COMMUNICATIONS	0.00	818.53	818.53
AP 00364327	12/02/2015	CHINO MOWER AND ENGINE SERVICE	0.00	31.30	31.30
AP 00364328	12/02/2015	CLARK SEIF CLARK INC.	0.00	2,358.40	2,358.40
AP 00364329	12/02/2015	CLARKE PLUMBING SPECIALTIES INC.	1,309.26	0.00	1,309.26
AP 00364330	12/02/2015	CLIMATEC LLC	5,474.75	0.00	5,474.75
AP 00364331	12/02/2015	CLINE, LAURA	300.00	0.00	300.00
AP 00364332	12/02/2015	CONCEPT POWDER COATING	265.00	0.00	265.00
AP 00364333	12/02/2015	CONCEPTUAL SITE FURNISHINGS INC.	8,369.52	0.00	8,369.52
AP 00364334	12/02/2015	CRIME SCENE STERI-CLEAN LLC	540.00	0.00	540.00

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AP 00364335	12/02/2015	CROP PRODUCTION SERVICES INC	25.02	0.00	25.02
AP 00364336	12/02/2015	D & D SERVICES INC.	1,290.00	0.00	1,290.00
AP 00364337	12/02/2015	D AND K CONCRETE COMPANY	1,369.98	0.00	1,369.98
AP 00364338	12/02/2015	DANIELS TIRE SERVICE	0.00	5,409.79	5,409.79
AP 00364339	12/02/2015	DEMCO INC	189.88	0.00	189.88
AP 00364340	12/02/2015	DEPARTMENT OF FORESTRY AND FIRE PROTECTION	0.00	456.96	456.96
AP 00364341	12/02/2015	DMV RENEWAL	0.00	25.00	25.00
AP 00364342	12/02/2015	DOWNEY, JENNIFER	10.67	0.00	10.67
AP 00364343	12/02/2015	DUMBELL MAN FITNESS EQUIPMENT, THE	0.00	300.00	300.00
AP 00364344	12/02/2015	DUNN, ANN MARIE	96.60	0.00	96.60
AP 00364345	12/02/2015	ENVIRONMENTAL RECOVERY SERVICES INC.	1,932.29	0.00	1,932.29
AP 00364346	12/02/2015	FACTORY MOTOR PARTS	0.00	664.25	664.25
AP 00364347	12/02/2015	FACTORY MOTOR PARTS	0.00	118.19	118.19
AP 00364348	12/02/2015	FAILSAFE TESTING	0.00	81.25	81.25
AP 00364349	12/02/2015	FEDERAL EXPRESS CORP	121.63	0.00	121.63
AP 00364350	12/02/2015	FIRST VETERINARY SUPPLY	2,016.52	0.00	2,016.52
AP 00364351	12/02/2015	FLEET SERVICES INC.	0.00	249.50	249.50
AP 00364352	12/02/2015	FRED PRYOR SEMINARS/CAREERTRACK	299.00	0.00	299.00
AP 00364353	12/02/2015	G AND M BUSINESS INTERIORS	0.00	2,993.11	2,993.11
AP 00364354	12/02/2015	G.T. ENGINEERING	0.00	837.00	837.00
AP 00364355	12/02/2015	GATEWAY PET CEMETERY AND CREMATORY	385.00	0.00	385.00
AP 00364356	12/02/2015	GONSALVES AND SON,JOE A	3,045.00	0.00	3,045.00
AP 00364357	12/02/2015	GOOD YEAR TIRE AND RUBBER CO.	945.13	0.00	945.13
AP 00364358	12/02/2015	GRAINGER	723.07	685.61	1,408.68 ***
AP 00364359	12/02/2015	GRAPHICS FACTORY INC.	1,780.70	0.00	1,780.70
AP 00364360	12/02/2015	GRAVES & KING LLP	271.33	0.00	271.33
AP 00364361	12/02/2015	GRAYBAR	832.57	0.00	832.57
AP 00364362	12/02/2015	GREEN ROCK POWER EQUIPMENT	745.15	0.00	745.15
AP 00364363	12/02/2015	GUERRERO, ALLENA	425.00	0.00	425.00
AP 00364364	12/02/2015	HASCO INTERNATIONAL INC.	48.51	0.00	48.51
AP 00364365	12/02/2015	HAWTHORNE LIFT SYSTEMS	1,029.20	0.00	1,029.20
AP 00364366	12/02/2015	HENRIKSON OWEN & ASSOC INC.	4,600.00	0.00	4,600.00
AP 00364367	12/02/2015	HENRY SCHEIN ANIMAL HEALTH SUPPLY	845.00	0.00	845.00
AP 00364368	12/02/2015	HF&H CONSULTANTS LLC	3,115.00	0.00	3,115.00
AP 00364369	12/02/2015	HI WAY SAFETY INC	6,758.23	0.00	6,758.23
AP 00364370	12/02/2015	HILL'S PET NUTRITION	3,847.53	0.00	3,847.53
AP 00364371	12/02/2015	HILLS PET NUTRITION SALES INC	3,424.79	0.00	3,424.79
AP 00364372	12/02/2015	HMC ARCHITECTS	0.00	65,069.72	65,069.72
AP 00364373	12/02/2015	HONGYAN, CHEN	2,369.60	110.00	2,479.60 ***
AP 00364374	12/02/2015	HOSE MAN INC	0.00	1,482.25	1,482.25
AP 00364375	12/02/2015	HOT SHOTS ATHLETIC APPAREL INC.	10,502.05	0.00	10,502.05
AP 00364376	12/02/2015	HOYT LUMBER CO., SM	0.00	40.74	40.74
AP 00364377	12/02/2015	HUMANE SOCIETY OF SAN BERNARDINO VALLEY INC	400.00	0.00	400.00
AP 00364378	12/02/2015	HUNTINGTON HARDWARE	761.37	0.00	761.37
AP 00364379	12/02/2015	IDEXX DISTRIBUTION INC	3,493.04	0.00	3,493.04
AP 00364380	12/02/2015	INLAND PACIFIC BALLET	40,000.00	0.00	40,000.00
AP 00364381	12/02/2015	INLAND VALLEY EMERGENCY PET CLINIC	84.50	0.00	84.50

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AP 00364382	12/02/2015	INTERVET INC	5,745.25	0.00	5,745.25
AP 00364383	12/02/2015	JACQUES, PAUL	1,800.00	0.00	1,800.00
AP 00364384	12/02/2015	JOHNSON MACHINERY COMPANY	0.00	12,254.51	12,254.51
AP 00364385	12/02/2015	JONES AND MAYER, LAW OFFICES OF	1,024.00	0.00	1,024.00
AP 00364386	12/02/2015	KEIM, BRENDEN	40.00	0.00	40.00
AP 00364387	12/02/2015	KONE INC	633.61	0.00	633.61
AP 00364388	12/02/2015	LIEBERT CASSIDY WHITMORE	3,898.30	2,094.50	5,992.80 ***
AP 00364389	12/02/2015	LITTLE BEAR PRODUCTIONS	895.00	0.00	895.00
AP 00364390	12/02/2015	MAIN STREET SIGNS	543.02	0.00	543.02
AP 00364391	12/02/2015	MANLEY, CARMINA	200.00	0.00	200.00
AP 00364392	12/02/2015	MARIPOSA LANDSCAPES INC	9,287.84	35.06	9,322.90 ***
AP 00364393	12/02/2015	MARY S ROBERTS SPAY/NEUTER CLINIC	100.00	0.00	100.00
AP 00364394	12/02/2015	MATERIAL SALES UNLIMITED	594.00	0.00	594.00
AP 00364395	12/02/2015	MCGILL, DAVID AND CARLA	15.00	0.00	15.00
AP 00364396	12/02/2015	MCMASTER CARR SUPPLY COMPANY	499.94	0.00	499.94
AP 00364397	12/02/2015	McROY, JANNA	500.00	0.00	500.00
AP 00364398	12/02/2015	MD ENERGY INC	22,044.60	0.00	22,044.60
AP 00364399	12/02/2015	MEDINA, BREANNA	0.00	322.91	322.91
AP 00364400	12/02/2015	MEDIWASTE DISPOSAL LLC	50.00	0.00	50.00
AP 00364401	12/02/2015	MEINEKE CAR CARE CENTER	2,782.21	0.00	2,782.21
AP 00364402	12/02/2015	MILLER, MELISSA K	17.28	0.00	17.28
AP 00364403	12/02/2015	MOLINA, DEBORAH	75.00	0.00	75.00
AP 00364404	12/02/2015	MOUNTAIN VIEW SMALL ENG REPAIR	148.30	0.00	148.30
AP 00364405	12/02/2015	MULLER, VIVIAN	359.00	0.00	359.00
AP 00364406	12/02/2015	NEXGEN	551.88	0.00	551.88
AP 00364407	12/02/2015	NOVARTIS ANIMAL HEALTH US INC	76.50	0.00	76.50
AP 00364408	12/02/2015	OCCUPATIONAL HEALTH CTRS OF CA	70.00	0.00	70.00
AP 00364410	12/02/2015	OFFICE DEPOT	3,413.06	158.76	3,571.82 ***
AP 00364411	12/02/2015	ONTARIO SPAY AND NEUTER INC	975.00	0.00	975.00
AP 00364412	12/02/2015	PERMACARD	3,162.35	0.00	3,162.35
AP 00364413	12/02/2015	PERSONAL BEST	2,146.43	0.00	2,146.43
AP 00364414	12/02/2015	PETES ROAD SERVICE INC	2,228.03	0.00	2,228.03
AP 00364415	12/02/2015	POMONA VALLEY VETERINARY HOSPITAL	25.00	0.00	25.00
AP 00364416	12/02/2015	PRO SALES GROUP INC	1,467.40	0.00	1,467.40
AP 00364417	12/02/2015	R C EMPLOYEE ACTIVITIES COMMITTEE	17,000.00	0.00	17,000.00
AP 00364418	12/02/2015	RANCHO SMOG CENTER	70.00	0.00	70.00
AP 00364419	12/02/2015	REGENCY ENTERPRISES INC	1,451.52	0.00	1,451.52
AP 00364420	12/02/2015	RICHARD HEATH AND ASSOCIATES	2,382.10	0.00	2,382.10
AP 00364421	12/02/2015	RICHARDS WATSON AND GERSHON	0.00	3,462.50	3,462.50
AP 00364422	12/02/2015	ROBLES, RAUL P	80.00	0.00	80.00
AP 00364423	12/02/2015	RODRIGUEZ INC, RY	1,435.35	0.00	1,435.35
AP 00364424	12/02/2015	SALLEY, BRET	0.00	36.31	36.31
AP 00364425	12/02/2015	SAN BERNARDINO COUNTY REGISTRAR OF VOTERS	20.00	0.00	20.00
AP 00364426	12/02/2015	SCHOOL, DENISE	0.00	232.89	232.89
AP 00364427	12/02/2015	SIEMENS INDUSTRY INC	44,532.63	0.00	44,532.63
AP 00364428	12/02/2015	SIGN SHOP, THE	0.00	364.50	364.50
AP 00364429	12/02/2015	SITONE LANDSCAPE SUPPLY LLC	3,519.41	0.00	3,519.41

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AP 00364430	12/02/2015	SMARTLITE	150.00	0.00	150.00
AP 00364431	12/02/2015	SO CALIF GAS COMPANY	7,770.81	397.67	8,168.48 ***
AP 00364432	12/02/2015	SOLAR CITY CORPORATION	202,825.31	19,947.14	222,772.45 ***
AP 00364433	12/02/2015	SOLIS, MELISSA	277.80	0.00	277.80
AP 00364440	12/02/2015	SOUTHERN CALIFORNIA EDISON	19,977.74	5,689.21	25,666.95 ***
AP 00364441	12/02/2015	SOUTHERN CALIFORNIA LAUNDRY CO LLC	34,502.24	0.00	34,502.24
AP 00364442	12/02/2015	SOUTHLAND SPORTS OFFICIALS	460.00	0.00	460.00
AP 00364443	12/02/2015	SOUTHWEST MOBILE STORAGE INC	307.80	0.00	307.80
AP 00364444	12/02/2015	ST GEORGE GROUPE INC	2,258.48	0.00	2,258.48
AP 00364445	12/02/2015	STEUER, MARK A	2,051.00	0.00	2,051.00
AP 00364446	12/02/2015	STOTZ EQUIPMENT	652.13	0.00	652.13
AP 00364447	12/02/2015	SYSCO LOS ANGELES INC	526.42	0.00	526.42
AP 00364448	12/02/2015	TERRA VISTA ANIMAL HOSPITAL	50.00	0.00	50.00
AP 00364449	12/02/2015	TERRY M HILL & ASSOCIATES INC	7,500.00	0.00	7,500.00
AP 00364450	12/02/2015	TESSIER, JEAN YVES	1,800.00	0.00	1,800.00
AP 00364451	12/02/2015	TOTAL IMAGING SOLUTIONS	935.00	0.00	935.00
AP 00364452	12/02/2015	TOWN AND COUNTRY GOLF CARS	36,456.48	0.00	36,456.48
AP 00364453	12/02/2015	TRANS WEST TRUCK CENTER	49.29	0.00	49.29
AP 00364454	12/02/2015	TRIMMER, PATRICIA A	500.00	0.00	500.00
AP 00364455	12/02/2015	U.S. BANK PARS ACCT #6746022500	14,873.60	0.00	14,873.60
AP 00364456	12/02/2015	U.S. BANK PARS ACCT #6746022500	963.91	0.00	963.91
AP 00364457	12/02/2015	UNDERGROUND SVC ALERT OF SO CAL	243.00	0.00	243.00
AP 00364458	12/02/2015	UNITED PACIFIC SERVICES INC	9,764.00	0.00	9,764.00
AP 00364459	12/02/2015	UPS	37.88	0.00	37.88
AP 00364460	12/02/2015	URBAN LAND INSTITUTE	440.00	0.00	440.00
AP 00364461	12/02/2015	VALLEY POWER SYSTEMS INC	656.33	0.00	656.33
AP 00364462	12/02/2015	VAN SCOYOC ASSOCIATES INC	8,000.00	0.00	8,000.00
AP 00364463	12/02/2015	VCA CENTRAL ANIMAL HOSPITAL	57.23	0.00	57.23
AP 00364465	12/02/2015	VERIZON CALIFORNIA	7,289.37	1,740.15	9,029.52 ***
AP 00364466	12/02/2015	VICTOR MEDICAL COMPANY	9,339.09	0.00	9,339.09
AP 00364467	12/02/2015	VILLAGE NURSERIES WHOLESAL LP	1,129.51	0.00	1,129.51
AP 00364468	12/02/2015	VORTEX INDUSTRIES INC	1,768.11	0.00	1,768.11
AP 00364469	12/02/2015	WAXIE SANITARY SUPPLY	2,184.99	0.00	2,184.99
AP 00364470	12/02/2015	WEST END MATERIAL SUPPLY	0.00	57.68	57.68
AP 00364471	12/02/2015	WESTERN UNIVERSITY OF HEALTH SCIENCE	785.00	0.00	785.00
AP 00364472	12/02/2015	WHALEY, DANIELLE	350.00	0.00	350.00
AP 00364473	12/02/2015	WHITTIER FERTILIZER	1,474.20	0.00	1,474.20
AP 00364474	12/02/2015	WHITTLE, LINDA	174.00	0.00	174.00
AP 00364475	12/02/2015	WILSON AND BELL	627.05	0.00	627.05
AP 00364476	12/02/2015	WINZER CORPORATION	0.00	597.02	597.02
AP 00364477	12/02/2015	WIRZ AND COMPANY	537.62	0.00	537.62
AP 00364478	12/02/2015	ZOETIS US LLC	1,124.17	0.00	1,124.17
AP 00364484	12/03/2015	BRODART BOOKS	9,876.45	0.00	9,876.45
AP 00364486	12/03/2015	C V W D	19,310.86	972.39	20,283.25 ***
AP 00364487	12/03/2015	CITRUS MOTORS ONTARIO INC	7,437.32	0.00	7,437.32
AP 00364488	12/03/2015	EWING IRRIGATION PRODUCTS	606.88	0.00	606.88
AP 00364489	12/03/2015	HOLLIDAY ROCK CO INC	1,970.79	0.00	1,970.79



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<u>DATE</u>	<u>DESCRIPTION</u>	<u>CITY</u>	<u>FIRE</u>	<u>AMOUNT</u>
11/2	Workers Comp - City Account Transfer	933.06		933.06
11/2	Workers Comp - Fire Account Transfer		159.00	159.00
11/3	AUTHNET GATEWAY BILLING CCD 41443480	52.35		52.35
11/3	Workers Comp - City Account Transfer	432.99		432.99
11/3	Workers Comp - Fire Account Transfer		2,434.83	2,434.83
11/4	Workers Comp - Fire Account Transfer		3,359.12	3,359.12
11/5	CALPERS - City - Retirement Account Deposit	1,373.96		1,373.96
11/5	CALPERS - City - Retirement Account Deposit	9,754.90		9,754.90
11/5	Workers Comp - City Account Transfer	3,866.81		3,866.81
11/5	Workers Comp - Fire Account Transfer		430.65	430.65
11/6	Workers Comp - City Account Transfer	11,004.59		11,004.59
11/6	Workers Comp - Fire Account Transfer		5,070.16	5,070.16
11/9	BANK TRANSFER - Community Foundation for Golf Tournament	4,010.00		4,010.00
11/9	WIRE TRANSFER - To California ISO	57,675.13		57,675.13
11/9	Workers Comp - City Account Transfer	1,347.38		1,347.38
11/9	Workers Comp - Fire Account Transfer		7,282.59	7,282.59
11/10	Workers Comp - City Account Transfer	1,248.62		1,248.62
11/10	Workers Comp - Fire Account Transfer		2,422.83	2,422.83
11/12	CALPERS - City - Retirement Account Deposit	21,893.93		21,893.93
11/12	CALPERS - City - Retirement Account Deposit	198,218.34		198,218.34
11/12	CALPERS - Fire - Retirement Account Deposit		815.68	815.68
11/12	CALPERS - Fire - Retirement Account Deposit		1,291.35	1,291.35
11/12	CALPERS - Fire - Retirement Account Deposit		3,735.78	3,735.78
11/12	CALPERS - Fire - Retirement Account Deposit		4,865.55	4,865.55
11/12	CALPERS - Fire - Retirement Account Deposit		7,566.69	7,566.69
11/12	CALPERS - Fire - Retirement Account Deposit		105,768.23	105,768.23
11/12	STATE DISBURSEMENT UNIT - Child Support Payments	2,132.23		2,132.23
11/12	STATE DISBURSEMENT UNIT - Child Support Payments		3,582.31	3,582.31
11/12	Workers Comp - City Account Transfer	1,393.70		1,393.70
11/12	Workers Comp - Fire Account Transfer		524.19	524.19
11/13	Workers Comp - City Account Transfer	3,584.48		3,584.48
11/13	Workers Comp - Fire Account Transfer		114.66	114.66
11/16	Workers Comp - City Account Transfer	582.85		582.85
11/16	Workers Comp - Fire Account Transfer		26.78	26.78
11/18	CCV ORDER 353368 DEL 151119 LOC 0000001S	500.00		500.00
11/18	Workers Comp - City Account Transfer	382.53		382.53
11/19	Workers Comp - City Account Transfer	24.66		24.66
11/19	Workers Comp - Fire Account Transfer		2,170.38	2,170.38
11/20	Workers Comp - City Account Transfer	3,875.54		3,875.54
11/20	Workers Comp - Fire Account Transfer		2,265.00	2,265.00
11/23	Workers Comp - City Account Transfer	1,219.38		1,219.38
11/23	Workers Comp - Fire Account Transfer		471.72	471.72
11/24	STATE DISBURSEMENT UNIT - Child Support Payments	2,132.23		2,132.23
11/24	STATE DISBURSEMENT UNIT - Child Support Payments		4,345.80	4,345.80
11/24	WIRE TRANSFER - To California ISO	3,396.55		3,396.55
11/24	Workers Comp - City Account Transfer	3,065.90		3,065.90
11/24	Workers Comp - Fire Account Transfer		15,903.16	15,903.16
11/25	ANALYSIS DEFICIT - Bank Fee - October 2015	23,432.81		23,432.81
11/25	CALPERS - City - Retirement Account Deposit	22,569.32		22,569.32

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**Electronic Debit Register**

**November 1, 2015 - November 30, 2015**

<u>DATE</u>	<u>DESCRIPTION</u>	<u>CITY</u>	<u>FIRE</u>	<u>AMOUNT</u>
11/25	CALPERS - City - Retirement Account Deposit	198,344.93		198,344.93
11/25	Workers Comp - City Account Transfer	3,088.27		3,088.27
11/25	Workers Comp - Fire Account Transfer		229.08	229.08
11/27	CALPERS - Fire - Retirement Account Deposit		814.58	814.58
11/27	CALPERS - Fire - Retirement Account Deposit		1,291.35	1,291.35
11/27	CALPERS - Fire - Retirement Account Deposit		3,735.78	3,735.78
11/27	CALPERS - Fire - Retirement Account Deposit		4,865.55	4,865.55
11/27	CALPERS - Fire - Retirement Account Deposit		7,566.69	7,566.69
11/27	CALPERS - Fire - Retirement Account Deposit		105,813.29	105,813.29
11/27	Workers Comp - City Account Transfer	361.20		361.20
11/27	Workers Comp - Fire Account Transfer		8,744.10	8,744.10
11/30	Workers Comp - City Account Transfer	1,336.62		1,336.62
11/30	Workers Comp - Fire Account Transfer		825.20	825.20

Total City	\$ 583,235.26
Total Fire	\$ 308,492.08
<b>GRAND TOTAL</b>	<b><u>\$ 891,727.34</u></b>

# STAFF REPORT

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RANCHO CUCAMONGA FIRE PROTECTION DISTRICT



**Date:** December 16, 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  
Michael Courtney, Fire Facilities Supervisor  
Pamela J. Pane, Management Analyst III

**Subject:** APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES AND AUTHORIZATION TO ADVERTISE THE "NOTICE INVITING BIDS" FOR THE RANCHO CUCAMONGA FIRE PROTECTION DISTRICT ALL-RISK TRAINING CENTER, TO BE FUNDED FROM ACCOUNT NO. 3288501-5650/1735288-6314

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## RECOMMENDATION:

Staff recommends that the Fire Board approve the plans, specifications and estimates for the Rancho Cucamonga Fire Protection District All-Risk Training Center, to be funded from Account No. 3288501-5650/1735288-6314, and approve the attached Resolution No. FD15-026 authorizing the City Clerk to advertise the "Notice Inviting Bids".

## BACKGROUND/ANALYSIS:

Funding for the All-Risk Training Center has been set aside through planning and budgeting of Fire District funds strictly allocated for Capital Building projects in District Reserves for many decades. These property tax dollars must be used by the District for emergency response or preparedness related matters. The All-Risk Training Center represents the final phase of the Jersey Fire Station site plan, which was created in 1989. The first phase opened in 1992 when the Jersey Fire Station became operational. In 2004, the District completed the second phase of the site with the opening of the Fire Maintenance Facility. Additionally, the All-Risk Training Center project has been included in the list of adopted Council goals for the past four-plus years.

Per previous approval and direction from the Fire Board, District staff have been working with the awarded Architect and Construction Management firm to develop the construction plans for the center. The facility will maximize the skills and capabilities of our partner public safety organizations, as well as, regional public safety partners and

ALL-RISK TRAINING CENTER PROJECT "NOTICE INVITING BIDS"  
DECEMBER 16, 2015

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teams of trained citizen volunteers (CERT). As one example, the facility can be used by Rancho Cucamonga Fire and Sheriff for joint police and fire training of active shooter type scenarios and will be available to all other regional agencies for the same use. Public meeting spaces and an education center will provide opportunities for risk reduction programs and community engagement activities.

The District recommends that the Fire Board approve the plans, specifications and estimates for the Rancho Cucamonga Fire Protection District All-Risk Training Center, to be funded from Account No. 3288501-5650/1735288-6314, and approve the attached Resolution No. FD15-026 authorizing the City Clerk to advertise the "Notice Inviting Bids".

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mike Costello". The signature is fluid and cursive, with a long horizontal stroke at the end.

Mike Costello

Attachments: Vicinity Map  
Resolution FD15-026



**RESOLUTION NO. FD 15-026**

**A RESOLUTION OF THE RANCHO CUCAMONGA FIRE PROTECTION DISTRICT BOARD APPROVING PLANS AND SPECIFICATIONS FOR THE ALL-RISK TRAINING CENTER IN THE CITY OF RANCHO CUCAMONGA AND AUTHORIZING AND DIRECTING THE CITY CLERK TO ADVERTISE TO RECEIVE BIDS**

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

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

**NOW, THEREFORE, THE RANCHO CUCAMONGA FIRE PROTECTION DISTRICT BOARD, HEREBY RESOLVES**, that the plans and specifications presented by the Rancho Cucamonga Fire Protection District be and are hereby approved as the plans and specifications for the "**ALL-RISK TRAINING CENTER**".

**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 Rancho Cucamonga Fire Protection District, San Bernardino County, California, directing this notice, NOTICE IS HEREBY GIVEN that said Rancho Cucamonga Fire Protection District will receive at the Council Chambers in the offices of the City of Rancho Cucamonga, on or before the hour of 2:00 p.m. on Tuesday, February 16, 2016, sealed bids or proposals for the "**ALL-RISK TRAINING CENTER**" in said City.

Bids will be publicly opened and read in the Council Chambers, 10500 Civic Center Drive, Rancho Cucamonga, California 91730.

Bids must be made on a form provided for the purpose, addressed to the Rancho Cucamonga Fire Protection District, marked, "Bid for Construction of the "**ALL-RISK TRAINING CENTER**".

A mandatory pre-bid meeting and site tour will be held on Thursday, January 14, 2016, beginning at 9:00 a.m. at Fire Station 174 located at 11297 Jersey Blvd, Rancho Cucamonga, CA.

**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.

Pursuant to provisions of Labor Code Section 1775, the Contractor shall forfeit, as penalty to the Rancho Cucamonga Fire Protection District, 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 apprenticeship 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 shall forfeit, as a penalty to the Rancho Cucamonga Fire Protection District, twenty-five dollars (\$25.00) for each laborer, workman, or mechanic employed in the execution

of the contract, by him or any subcontractor under him, upon any of the work herein before mentioned, for each calendar day during which said laborer, workman, or mechanic is required or permitted to labor more than eight (8) hours in violation of said Labor Code.

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 Rancho Cucamonga Fire Protection District 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 Rancho Cucamonga Fire Protection District.

If the Rancho Cucamonga Fire Protection District awards the contract to the next lowest bidder, the amount of the lowest bidder's security shall be applied by the Rancho Cucamonga Fire Protection District 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 Rancho Cucamonga Fire Protection District 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 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 Rancho Cucamonga Fire Protection District 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 Rancho Cucamonga Fire Protection District 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 Rancho Cucamonga Fire Protection District.

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 Rancho Cucamonga Fire Protection District, reserves the right to reject any or all bids.

Questions regarding this Notice Inviting Bids for the "**ALL-RISK TRAINING CENTER**" may be directed to:

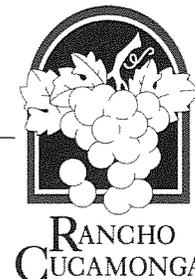
Michael Courtney	or	Pamela Pane
Fire Facilities Supervisor		Management Analyst III
10500 Civic Center Drive		10500 Civic Center Drive
Rancho Cucamonga, CA 91730		Rancho Cucamonga, CA 91730
(909) 477-2740, ext. 4155		(909) 477-2740 ext. 3006
(e-mail at <a href="mailto:michael.courtney@cityofrc.us">michael.courtney@cityofrc.us</a> )		(e-mail at <a href="mailto:pamela.pane@cityofrc.us">pamela.pane@cityofrc.us</a> )

**All questions regarding this Notice Inviting Bids must be in writing (e-mail is acceptable) and received by the District no later than 5:00 pm on Thursday, January 28, 2016. The Rancho Cucamonga Fire Protection District is not responsible for questions undeliverable.**

ADVERTISE ON: December 22, 2015, and January 5, 2016.

# STAFF REPORT

ADMINISTRATIVE SERVICES GROUP



Date: December 16, 2015

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

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

By: Robert Neiuber, Human Resources Director

Subject: **CONSIDERATION OF APPROVAL OF A RESOLUTION ADOPTING FIRE DISTRICT SALARY SCHEDULES FOR FISCAL YEAR 2015/16 INCLUDING A PART-TIME EMPLOYEE BENEFIT SUMMARY**

## RECOMMENDATION

It is recommended that the Fire Board of the Rancho Cucamonga Fire Protection District adopt the attached resolution approving the Fiscal Year 2015/16 salary schedules for Fire District job classifications including a part-time employee benefit summary.

## BACKGROUND

The Fire Board traditionally adopts salary resolutions biannually for those classifications employed by the Fire District. These resolutions are updated to reflect changes in salaries, steps, additions and deletions of classifications, changes in job titles and other terms of employment.

There are no changes to this salary schedule from what was adopted in June and effective the first full pay period in July.

## Attachment

1. Resolution 15-027
2. Salary Schedule for Fire Management Group Classifications
3. Salary Schedule for Fire Union Job Classifications
4. Salary Schedule for Fire Support Services Association Job Classifications
5. Salary Schedule for Fire Support Services Association Part-Time Job Classifications
6. Part-Time Employee Benefit Summary
7. Part-Time Employee's Uniform policy

**RESOLUTION NO. FD 15-027**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE RANCHO CUCAMONGA FIRE PROTECTION DISTRICT, RANCHO CUCAMONGA, CALIFORNIA, APPROVING SALARY SCHEDULES FOR FISCAL YEAR 2015/16 INCLUDING A PART-TIME EMPLOYEE BENEFIT SUMMARY.**

**WHEREAS**, the Board of Directors of the Rancho Cucamonga Fire Protection District has determined that it is necessary for the efficient operation and management of the District that policies be established prescribing salary ranges, benefits and holidays and other policies for employees of the Rancho Cucamonga Fire Protection District; and

**WHEREAS**, the Board of Directors of the Rancho Cucamonga Fire Protection District has previously adopted salary resolutions that established salary ranges, benefits and other terms of employment for employees of the Rancho Cucamonga Fire Protection District; and

**WHEREAS**, the Board of Directors of the Rancho Cucamonga Fire Protection District recognizes that it is necessary from time to time to amend the salary resolution to accommodate changes in position titles, classifications salary ranges, benefits and other terms of employment including an outline of State and Federally required benefits afforded to part-time employees; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Rancho Cucamonga Fire Protection District, Rancho Cucamonga, California to approve the attached salary schedules for the Fire Union, Fire Management Employees Group and Fire Support Services Association (Attachments 1-4) effective the first full pay period in July and approve the part-time benefit summary (Attachment 5).

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

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

\_\_\_\_\_  
L. Dennis Michael, President

**ATTEST:**

\_\_\_\_\_  
Janice Reynolds, Secretary

I, Janice Reynolds, Secretary of the Board of Directors of the Rancho Cucamonga Fire Protection District, do hereby certify that the foregoing Resolution was duly passed, approved and adopted by the Board of Directors of the Rancho Cucamonga Fire Protection District, at a Meeting of said Board on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

\_\_\_\_\_  
Janice Reynolds, Secretary

## FIRE MANAGEMENT EMPLOYEES GROUP SALARY SCHEDULE AS OF JANUARY 2, 2016

	A	B	C	D	E	F	G	H
<b>FIRE CHIEF</b>	68.94	72.39	76.01	79.81	83.80	87.99	92.39	-
	5,515.51	5,791.29	6,080.86	6,384.90	6,704.14	7,039.35	7,391.32	-
	11,950.28	12,547.80	13,175.19	13,833.95	14,525.64	15,251.92	16,014.52	-
<b>FIRE DEPUTY CHIEF</b>	59.40	62.36	65.48	68.76	72.20	75.80	79.60	83.58
	4,751.61	4,989.19	5,238.65	5,500.58	5,775.61	6,064.40	6,367.62	6,686.00
	10,295.16	10,809.92	11,350.41	11,917.92	12,513.83	13,139.53	13,796.51	14,486.33
<b>FIRE BATTALION CHIEF</b> (56 Hour Workweek)	36.98	38.82	40.77	42.80	44.94	47.19	49.55	-
	4,141.29	4,348.36	4,565.77	4,794.06	5,033.77	5,285.45	5,549.73	-
	8,972.80	9,421.44	9,892.51	10,387.14	10,906.49	11,451.82	12,024.41	-
<b>FIRE BATTALION CHIEF</b> (40 Hour Workweek)	51.77	54.35	57.07	59.93	62.92	66.07	69.37	-
	4,141.29	4,348.36	4,565.77	4,794.06	5,033.77	5,285.45	5,549.73	-
	8,972.80	9,421.44	9,892.51	10,387.14	10,906.49	11,451.82	12,024.41	-
<b>FIRE MARSHAL</b>	51.77	54.35	57.07	59.93	62.92	66.07	69.37	-
	4,141.29	4,348.36	4,565.77	4,794.06	5,033.77	5,285.45	5,549.73	-
	8,972.80	9,421.44	9,892.51	10,387.14	10,906.49	11,451.82	12,024.41	-
<b><u>BATTALION CHIEF TRAINING OFFICER STIPEND (7.26% of 40 hr BC Step E)</u></b>								
	4.57	4.57	4.57	4.57	4.57	4.57	4.57	-
	365.45	365.45	365.45	365.45	365.45	365.45	365.45	-
	791.81	791.81	791.81	791.81	791.81	791.81	791.81	-



Resolution #15-027

**FIRE SUPPORT SERVICES ASSOCIATION  
SALARY SCHEDULE AS OF JANUARY 2, 2016**

	A	B	C	D	E	F	
<b>COMMUNICATIONS TECHNICIAN</b>	24.38	25.60	26.88	28.23	29.64	31.12	Hourly
	1,950.59	2,048.12	2,150.52	2,258.05	2,370.96	2,489.50	Bi-Weekly
	4,226.27	4,437.60	4,659.47	4,892.44	5,137.07	5,393.93	Monthly
<b>EMERGENCY MANAGEMENT COORDINATOR</b>	34.90	36.69	38.56	40.53	42.39	44.51	Hourly
	2,792.07	2,934.86	3,084.95	3,242.72	3,391.59	3,561.17	Bi-Weekly
	6,049.00	6,359.00	6,684.00	7,026.00	7,348.00	7,715.40	Monthly
<b>EMERGENCY MEDICAL SERVICES ADMINISTRATOR</b>	37.51	39.38	41.35	43.42	45.59	47.87	Hourly
	3,000.67	3,150.71	3,308.24	3,473.65	3,647.34	3,829.70	Bi-Weekly
	6,501.46	6,826.53	7,167.86	7,526.25	7,902.56	8,297.69	Monthly
<b>FIRE EQUIPMENT APPRENTICE MECHANIC</b>	18.58	19.51	20.48	21.51	22.58	23.71	Hourly
	1,486.16	1,560.47	1,638.49	1,720.42	1,806.44	1,896.77	Bi-Weekly
	3,220.02	3,381.02	3,550.07	3,727.58	3,913.96	4,109.66	Monthly
<b>FIRE EQUIPMENT LEAD MECHANIC</b>	25.60	26.88	28.23	29.64	31.12	32.67	Hourly
	2,048.12	2,150.52	2,258.05	2,370.95	2,489.50	2,613.98	Bi-Weekly
	4,437.59	4,659.47	4,892.44	5,137.06	5,393.92	5,663.62	Monthly
<b>FIRE EQUIPMENT MECHANIC</b>	23.22	24.38	25.60	26.88	28.23	29.64	Hourly
	1,857.70	1,950.59	2,048.12	2,150.53	2,258.05	2,370.96	Bi-Weekly
	4,025.02	4,226.27	4,437.59	4,659.47	4,892.45	5,137.07	Monthly
<b>FIRE INFORMATION SYSTEMS TECHNICIAN</b>	23.14	24.29	25.51	26.78	28.12	29.53	Hourly
	1,850.93	1,943.47	2,040.64	2,142.68	2,249.81	2,362.30	Bi-Weekly
	4,010.34	4,210.85	4,421.40	4,642.47	4,874.59	5,118.32	Monthly
<b>FIRE PREVENTION SPECIALIST INSPECTION I</b>	24.49	25.72	27.00	28.35	29.77	31.26	Hourly
	1,959.35	2,057.32	2,160.19	2,268.20	2,381.61	2,500.69	Bi-Weekly
	4,245.26	4,457.52	4,680.40	4,914.42	5,160.15	5,418.15	Monthly
<b>FIRE PREVENTION SPECIALIST INSPECTION II</b>	27.00	28.35	29.77	31.26	32.82	34.46	Hourly
	2,160.18	2,268.19	2,381.60	2,500.69	2,625.72	2,757.00	Bi-Weekly
	4,680.40	4,914.42	5,160.14	5,418.16	5,689.06	5,973.51	Monthly
<b>FIRE PREVENTION SUPERVISOR</b>	30.72	32.26	33.87	35.56	37.34	39.21	Hourly
	2,457.74	2,580.63	2,709.66	2,845.14	2,987.40	3,136.77	Bi-Weekly
	5,325.11	5,591.36	5,870.93	6,164.48	6,472.70	6,796.34	Monthly
<b>FIRE SHOP SUPERVISOR</b>	30.72	32.26	33.87	35.56	37.34	39.21	Hourly
	2,457.74	2,580.63	2,709.66	2,845.14	2,987.40	3,136.77	Bi-Weekly
	5,325.11	5,591.36	5,870.93	6,164.48	6,472.70	6,796.34	Monthly

**FIRE SUPPORT SERVICES ASSOCIATION  
SALARY SCHEDULE AS OF JANUARY 2, 2016**

	A	B	C	D	E	F	
<b>MAINTENANCE OFFICER</b>	34.92	36.67	38.50	40.42	42.45	44.57	Hourly
	2,793.57	2,933.25	3,079.92	3,233.91	3,395.61	3,565.39	Bi-Weekly
	6,052.74	6,355.38	6,673.15	7,006.81	7,357.16	7,725.02	Monthly
<b>MANAGEMENT AIDE</b>	24.01	25.24	26.53	27.88	29.16	30.62	Hourly
	1,920.76	2,018.98	2,122.24	2,230.77	2,333.18	2,449.84	Bi-Weekly
	4,164.00	4,377.00	4,601.00	4,836.00	5,058.00	5,310.90	Monthly
<b>MANAGEMENT ANALYST I</b>	27.88	29.31	30.81	32.39	33.87	35.56	Hourly
	2,230.77	2,344.85	2,464.76	2,590.81	2,709.76	2,845.25	Bi-Weekly
	4,833.00	5,080.00	5,340.00	5,613.00	5,871.00	6,164.55	Monthly
<b>MANAGEMENT ANALYST II</b>	32.06	33.70	35.43	37.24	38.95	40.90	Hourly
	2,565.09	2,696.28	2,834.17	2,979.11	3,115.88	3,271.67	Bi-Weekly
	5,557.00	5,842.00	6,140.00	6,454.00	6,751.00	7,088.55	Monthly
<b>MANAGEMENT ANALYST III</b>	34.90	36.69	38.56	40.53	42.39	44.51	Hourly
	2,792.07	2,934.86	3,084.95	3,242.72	3,391.59	3,561.17	Bi-Weekly
	6,049.00	6,359.00	6,684.00	7,026.00	7,348.00	7,715.40	Monthly
<b>OFFICE SERVICES CLERK</b>	16.85	17.71	18.62	19.57	20.47	21.49	Hourly
	1,347.98	1,416.91	1,489.37	1,565.54	1,637.41	1,719.28	Bi-Weekly
	2,922.00	3,072.00	3,229.00	3,394.00	3,550.00	3,727.50	Monthly
<b>OFFICE SPECIALIST I</b>	15.25	16.03	16.85	17.71	18.52	19.45	Hourly
	1,220.00	1,282.39	1,347.98	1,416.91	1,481.96	1,556.06	Bi-Weekly
	2,645.00	2,780.00	2,922.00	3,072.00	3,213.00	3,373.65	Monthly
<b>OFFICE SPECIALIST II</b>	16.85	17.71	18.62	19.57	20.47	21.49	Hourly
	1,347.98	1,416.91	1,489.37	1,565.54	1,637.41	1,719.28	Bi-Weekly
	2,922.00	3,072.00	3,229.00	3,394.00	3,550.00	3,727.50	Monthly
<b>PLANS EXAMINER - FIRE</b>	32.08	33.68	35.37	37.13	38.99	40.94	Hourly
	2,566.22	2,694.54	2,829.26	2,970.73	3,119.26	3,275.22	Bi-Weekly
	5,560.15	5,838.16	6,130.07	6,436.57	6,758.39	7,096.31	Monthly
<b>PUBLIC EDUCATION SPECIALIST</b>	27.00	28.35	29.77	31.26	32.82	34.46	Hourly
	2,160.18	2,268.19	2,381.60	2,500.69	2,625.72	2,757.01	Bi-Weekly
	4,680.40	4,914.42	5,160.14	5,418.16	5,689.06	5,973.51	Monthly
<b>SECRETARY</b>	19.09	20.04	21.04	22.09	23.20	24.36	Hourly
	1,526.81	1,603.15	1,683.31	1,767.47	1,855.85	1,948.64	Bi-Weekly
	3,308.09	3,473.50	3,647.17	3,829.53	4,021.00	4,222.06	Monthly
<b>SENIOR ADMINISTRATIVE SECRETARY</b>	24.49	25.73	27.01	28.36	29.77	31.26	Hourly
	1,959.30	2,057.26	2,160.12	2,268.13	2,381.54	2,500.62	Bi-Weekly
	4,245.15	4,457.40	4,680.27	4,914.29	5,160.00	5,418.00	Monthly

Resolution # 15-027

**FIRE SUPPORT SERVICES  
PART-TIME HOURLY  
SALARY SCHEDULE AS OF JANUARY 2, 2016**

	A	B	C	D	E	F	
COMMUNICATIONS TECHNICIAN	24.38	25.60	26.88	28.23	29.64	31.12	Hourly
EMERGENCY MEDICAL SERVICES QUALITY IMPROVEMENT NURSE	41.14	43.20	45.36	47.62	50.01	52.51	Hourly
FIRE CLERK	10.24	10.75	11.29	11.85	12.45	13.07	Hourly
FIRE EQUIPMENT MECHANIC	23.22	24.38	25.60	26.88	28.23	29.64	Hourly
FIRE INFORMATION SYSTEMS TECHNICIAN	23.14	24.29	25.51	26.78	28.12	29.53	Hourly
FIRE PREVENTION ASSISTANT TEMPORARY/PART-TIME	10.24	10.75	11.29	11.85	12.45	13.07	Hourly
FIRE PREVENTION SPECIALIST INSPECTION I	24.49	25.72	27.00	28.35	29.77	31.26	Hourly
MANAGEMENT AIDE	24.01	25.24	26.53	27.88	29.16	30.62	Hourly
MANAGEMENT ANALYST I	27.88	29.31	30.81	32.39	33.87	35.56	Hourly
OFFICE SERVICES CLERK	16.85	17.71	18.62	19.57	20.47	21.49	Hourly
OFFICE SPECIALIST I	15.25	16.03	16.85	17.71	18.52	19.45	Hourly
OFFICE SPECIALIST II	16.85	17.71	18.62	19.57	20.47	21.49	Hourly
PLANS EXAMINER - FIRE	32.08	33.68	35.37	37.13	38.99	40.94	Hourly
QUALITY IMPROVEMENT SPECIALIST	27.79	29.18	30.64	32.17	33.78	35.47	Hourly

**PART-TIME EMPLOYEE BENEFITS SUMMARY**  
**ADOPTED PER RESOLUTION NO. 15-027**  
**DECEMBER 16, 2015**

The following benefits are approved via resolution by the Board of Directors of the Rancho Cucamonga Fire Protection District effective January 2, 2016.

All part-time employees are employed "at-will" and serve at the pleasure of the appointing authority. As such, their services can be discontinued without cause or right of appeal.

The District determines the number of part-time employees required in order to meet their needs depending on their approved budget for part-time employees and the approval of the City Manager

In general, part-time employees are only eligible for mandated State and Federal benefits except for specifically designated Work Life Balance Part-time employees as outlined below under the "Work-life Balance Section."

**Definition** – PART-TIME EMPLOYEE: A person serving in a budgeted position of less than forty (40) hours per week on average over a year, and typically less than 1,040 hours per year as further defined under Rancho Cucamonga Fire Protection District Personnel Rules and Regulations 11(c). Part-time employees are at-will and may be terminated without cause or right of appeal.

**Retirement Benefits** – The District either provides access to retirement benefits through the Accumulation Program for Part-Time Limited-service Employees (APPLE) or the California Public Employees Retirement System (CalPERS) as outlined below.

APPLE – Part-time employees who work less than 1,000 hours in a fiscal year, are not a current CalPERS Member or who otherwise do not qualify for CalPERS retirement benefits under State law or CalPERS regulations must contribute 7.5% of base pay to APPLE – a required alternative retirement system.

CalPERS – Part-time employees who work 1,000 hours or more in a fiscal year, are hired to work more than 20 hours per week on average, are current CalPERS Members or who otherwise would qualify for CalPERS retirement benefits under State law or CalPERS regulations must contribute the full employee member contribution towards their CalPERS retirement benefits and "New Members" as defined by CalPERS must pay half the normal cost.

The CalPERS retirement benefits available for qualifying part-time employees depend on the date the employee qualified for CalPERS benefits.

Tier 1 Part-time Employees who qualified for CalPERS benefits before July 9, 2011

§ 21354.4	2.5% at 55 Full Formula
§ 21574	4th Level 1959 Survivor
§ 20042	1 Year Final Compensation

Tier 2 Part-time Employees who qualified for CalPERS benefits on or after July 9, 2011 and before January 1, 2013

§ 21354	2% @ 55 Full Formula
§ 21574	4th Level 1959 Survivor
§ 20037	3 Year Final Compensation

PART-TIME EMPLOYEE BENEFITS SUMMARY  
 ADOPTED PER RESOLUTION 15-027  
 DECEMBER 16, 2015

Tier 3 Part-time Employees not considered "New Members" by CalPERS who qualified for CalPERS benefits on or After January 1, 2013

§ 21354	2% @ 55 Full Formula
§ 21574	4th Level 1959 Survivor
§ 20037	3 Year Final Compensation

Tier 4 Part-time Employees meeting the CalPERS definition of "New Members" who qualified for CalPERS benefits on or After January 1, 2013

§ 7522.20	2% @ 62 Full Formula
§ 7522.32	36 Consecutive Months
§ 7522.10	Based on Pensionable Compensation

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. This rate can increase based on CalPERS regulations.

The District does not participate in Social Security except for the mandatory Medicare Program.

**Medical Insurance Benefits** – The District provides access to medical insurance for part-time employees who qualify for the Affordable Care Act (ACA) under the Districts' policy.

In general, employees who work 30 or more hours per week on average per year would qualify, but the District's policy and the federal law determine who specifically qualifies for these benefits.

For those part-time employees who qualify for this benefit, the District contributes the cost of the lowest cost self only coverage minus 9.5% of the Federal Poverty Line rounded down to the nearest dollar towards the cost of medical insurance.

For example:

In 2014, the FPL was \$972.50 per month, and 9.5% of that is 92.38/month. In 2014, the lowest cost self-only coverage cost was Blue Shield Net Value – costing \$395.00 per month. Following the policy, the District would pay \$303 towards any health care plan the ACA eligible part-time employee chooses and the employee would pay the difference, which for the lowest cost self-only coverage would be \$92.00.

PART-TIME EMPLOYEE BENEFITS SUMMARY  
ADOPTED PER RESOLUTION 15-027  
DECEMBER 16, 2015

**WORK-LIFE BALANCE PART-TIME EMPLOYEES BENEFITS  
FOR SPECIFICALLY DESIGNATED POSITION**

Specifically designated Part-time employees in specific management, supervisory, professional and/or confidential type positions, as designated by the City Manager and noted on the Personnel Action Report, who are scheduled to work 32 hours per week on a year-round basis, are referred to as work-life balance part-time employees. The City Manager will review and if appropriate amend the list of designated work life balance employees at least once per year as part of his/her budget review process. Work-life balance part-time employees participate in the State and Federally required benefits as enumerated above and shall receive the following additional benefits:

Medical Insurance: In accordance with the District's ACA policy, work-life balance part-time employees are eligible to participate in the District's medical plan.

The District will pay the higher of the ACA policy contribution or 80% of the cost the District would pay for a full-time employee in the same position towards medical insurance premium costs. In 2013, the maximum the District would pay for medical insurance for an employee only would be \$395 for a full time employee hired after 1994, so following this policy a work-life balance part-time employee would receive \$316 towards the cost of the medical coverage that they choose. In 2013, the maximum the District would pay for medical insurance for an employee and family (2 dependents or more) would be \$1,028.30 for a full time employee hired after 1994, so following this policy a work-life balance part-time employee covering themselves and their family would receive \$822.64 towards the cost of the medical coverage that they choose.

Dental Insurance: District paid

Vision: District Paid

Life Insurance: District Paid \$30,000 base coverage

Vacation: Work-life balance part-time employees accrue vacation hours at 80% of the rate of full-time employees in the same position. Work-life balance part-time employees can accumulate vacation hours up to two times the highest annual accrual rate that full-time employees in the same position can earn. Once they reach their maximum accrual rate they stop earning vacation hours until they bring their vacation hours below the maximum accrual rate. Work-life balance employees may only cash out vacation hours upon separation from the District. Work-life balance part-time employees transitioning from a full-time position with the District may either cash out their vacation per their MOU or carry over their accrued vacation balance to the work-life balance part-time position.

Sick Leave: Work-life balance part-time employees accrue 8 hours of sick leave per month. No cash out or buyback of sick leave is provided to work-life balance part-time employees. Work-life balance part-time employees transitioning from a full-time position with the District may either cash out their sick leave per their MOU or carry over their accrued sick leave balance to the work-life balance part-time position.

PART-TIME EMPLOYEE BENEFITS SUMMARY  
ADOPTED PER RESOLUTION 15-027  
DECEMBER 16, 2015

Holidays: Work-life balance part-time employees will be compensated for normally scheduled working hours, which fall on official District holidays. The District observes 11 holidays per year: Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the day following, Christmas Eve, Christmas Day, New Year's Day, Martin Luther King's Birthday, President's Day and Memorial Day.

Deferred Compensation Plans: Work-life balance part-time employees are eligible to participate in the District's deferred compensation plans. The District does not contribute.

**ADDITIONAL INFORMATION REGARDING ALL PART-TIME POSITIONS**

Effective July 1, 2015, all part-time employees earn and can use sick leave in accordance with the District's Paid Sick Leave Policy, which is in agreement with California's Healthy Workplaces/Healthy Families Act of 2014.

Medicare: Employees hired after 1/1/86, are required to contribute 1.45% of their earnings.

All Part-Time employees are subject to specific provisions of the Fire Districts Personnel Rules and Regulations 11(c) and specific provisions of the Policy and Procedures Manual (Policy 200-01) that apply to them.

**PART-TIME EMPLOYEE UNIFORM BENEFITS  
ADOPTED PER RESOLUTION NO. 15-027  
DECEMBER 16, 2015**

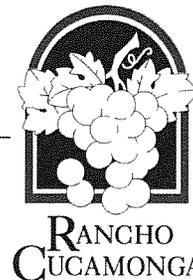
The following part-time employee's uniform benefits are approved via resolution by the Board of Directors of the Rancho Cucamonga Fire Protection District effective January x, 2015.

The District may provide uniforms (including shirts) and/or maintenance of uniforms for the following part-time positions: Communications Technician, Emergency Medical Services Quality Improvement Nurse, Fire Clerk, Fire Equipment Mechanic, Fire Information Systems Technician, Fire Prevention Assistant, Fire Prevention Specialist Inspection I, Management Aide, Management Analyst I, Office Services Clerk, Office Specialist I, Office Specialist II, Plans Examiner – Fire, and Quality Improvement Specialist.

The District reports to CalPERS on a semiannual basis the actual value of compensation paid or the monetary value for the purchase, rental and/or maintenance of required clothing for part-time CalPERS Classic Members. The parties analyzed the value and determined it shall not exceed \$50.00 per fiscal year. 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)(5) Statutory Items. The parties also agree that the District has no additional obligation or costs should CalPERS, the State, or the IRS determine otherwise.

# STAFF REPORT

ADMINISTRATIVE SERVICES GROUP



**Date:** December 16, 2015

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

**From:** Ingrid Y. Bruce, Deputy Director, Department of Innovation and Technology

**Subject:** **APPROVAL OF A CONTRACT EXTENSION BETWEEN CALAMP RADIO SATELLITE INTEGRATORS, INC. AND THE CITY OF RANCHO CUCAMONGA FOR AUTOMATIC VEHICLE LOCATION (AVL) SYSTEM EXTENDED WARRANTY AND WIRELESS FEES FOR FISCAL YEAR 2015/16 IN THE TOTAL AMOUNT OF \$71,340 TO BE FUNDED FROM FIRE DISTRICT ACCOUNT NUMBERS 3281501-5300 - \$4,830; 3282502-5300 - \$3,860; 3283501-5300 - \$970 AND FROM CITY VEHICLE AND EQUIPMENT REPLACEMENT FUND ACCOUNT NUMBER 1712001-5300 \$61,680 ALL IN CONTRACT SERVICES.**

## RECOMMENDATION:

It is recommended that the City Council approve the contract extension agreement between CALAMP Radio Satellite Integrators, Inc. and the City of Rancho Cucamonga for Automatic Vehicle Location (AVL) System extended warranty and wireless fees for Fiscal Year 2015/16 in the total amount of \$71,340 to be funded from Fire District account numbers 3281501-5300 - \$4,830; 3282502-5300 - \$3,860; 3283501-5300 - \$970 and from City Vehicle and Equipment Replacement Fund account number 1712001-5300 - \$61,680, all in contract services.

## BACKGROUND/ANALYSIS:

In 2008, the City implemented a citywide integrated Automatic Vehicle Location (AVL) System to enhance the ability to increase safety and productivity, efficiently monitor various city operations, and improve service to citizens. Additionally, the AVL system maximizes effectiveness of dispatching crews for various public works issues, enhances the City's ability to manage emergency resources by locating and dispatching the nearest unit, and provides customized reports for resource allocation and vehicle function monitoring (i.e. ignition, idling, alarms, sensors, etc.) which can be archived or maintained as needed and later analyzed. The AVL system provides real-time location and status data on customized AVL mapping utilizing the City's GIS map data and uses a wireless gateway between the vehicle fleet and the base center for all City and Fire District non-emergency vehicles, resulting in necessary monthly wireless fees.

Warranty on this system is necessary to maintain its full capabilities. Therefore, staff is recommending that the warranty contract extension be approved for one year with the option to renew annually for up to five years. CALAMP Radio Satellite Integrators, Inc. and the City of Rancho Cucamonga may terminate this agreement upon providing thirty (30) calendar days' prior written notice.

Respectfully submitted,

# STAFF REPORT

PLANNING DEPARTMENT



**Date:** December 16, 2015

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

**From:** Linda Daniels, Assistant City Manager

**By:** Flavio Nuñez, Management Analyst II

**Subject:** Review and approval of the Housing Successor's Fiscal Year 2014/15 Annual Report

## RECOMMENDATION

Staff recommends that the Housing Successor Agency approve the Annual Report for Fiscal Year 2014/2015, authorize staff to make administrative changes to the Annual Report upon completion of the CAFR, and authorize the transmittal of the Annual Report to the appropriate State agencies.

## BACKGROUND/ANALYSIS

Pursuant to SB 341 a Housing Successor Agency is required to file an Annual Report of its activities within six months of the Agency's fiscal year end. This report is required to contain the following information:

1. The amount deposited to the Low Moderate Income Housing Asset Fund (LMIHAF), distinguishing and amounts deposited for items listed on the ROPS.
2. A statement of the balance in the LMIHAF as the close of the fiscal year, distinguishing any amounts held for items listed on the ROPS.
3. A description of expenditures from the LMIHAF by category, including, but not limited to expenditures for (a) monitoring and preserving the long-term affordability of units subject to affordability restrictions or covenants and administrative expenses; (b) homeless prevention and rapid re-housing services; and (c) development of affordable housing.
4. The statutory value of real property owned by the housing successor, the value of loans and grants receivable, and the sum of these two amounts.
5. A description of any transfers of LMIHAF funds made to another housing successor in the previous fiscal year.
6. A description of any project for which the Housing Successor receives or holds property tax revenue pursuant to the ROPS and the status of that project.
7. For interests in real property acquired by the former agency prior to February 1, 2012, a status update on compliance with Section 33334.16. For interest in real property acquired by the Housing Successor on or after February 1, 2012, a status update on the project.

8. A description of any outstanding obligation pursuant to Section 33413 that remained to transfer to the Housing Successor on February 1, 2012, the Housing Successor's plans to meet unmet obligations.
9. Housing Successor must determine the % of housing for seniors and person of all ages within the previous 10-years. Senior housing units may not exceed 50% of the total units restricted.
10. The amount of excess surplus, the amount of time the Housing Successor has had excess surplus, and the Housing Successor's plan for eliminating the excess surplus.

The Annual Report for Fiscal Year 2014/15 is being transmitted to the Housing Successor Agency in accordance with the applicable legislation, and contains all of the required information as outlined above. Following the approval by the Housing Successor, the report will be sent to the appropriate State agencies for review.

The CAFR has been delivered to the City Council and is available to the public at the Archibald Library, in the Paul A. Biane Library, in the office of the City Clerk, and has also been posted on the City's website at [www.cityofrc.us](http://www.cityofrc.us)

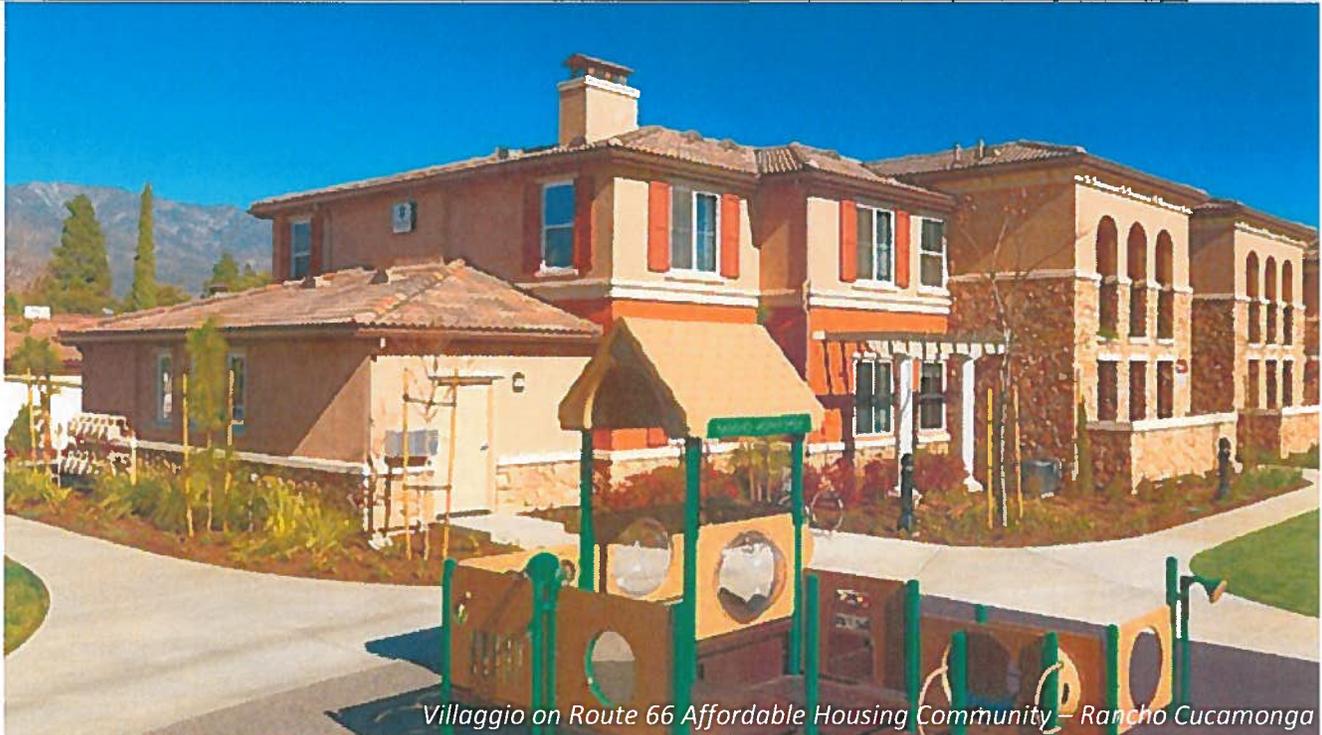
Respectfully submitted,



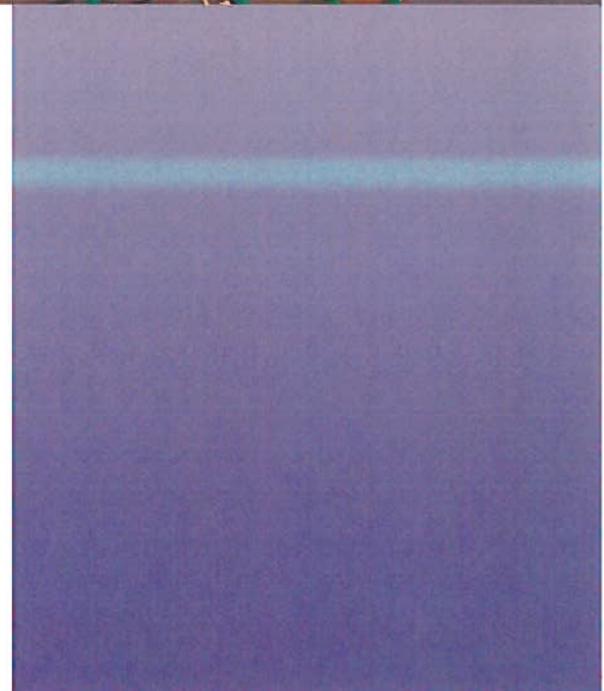
Linda Daniels  
Assistant City Manager

FISCAL YEAR  
2014/15

# HOUSING SUCCESSOR AGENCY ANNUAL REPORT



*Villaggio on Route 66 Affordable Housing Community – Rancho Cucamonga*



**1.) The amount deposited to the LMIHAF, distinguishing any amounts deposited for items listed on the ROPS**

A total of \$541,719 was deposited to the LMIHAF during Fiscal Year 2014/15. The deposits primarily consisted of residual receipts associated with the payments on loans related to the development of low and moderate income multi-family housing financed by the former Redevelopment Agency, loan payoffs of first-time homebuyer loans, and loan payoff of equity distributions.

**2.) A statement of the balance in the LMIHAF as the close of the fiscal year, distinguishing any amounts held for items listed on the ROPS.**

As of the close of Fiscal Year 2014/15 the LMIHAF ended with a balance of \$124,943,671.

**3.) A description of expenditures from the LMIHAF by category, including, but not limited to, expenditures for (a) monitoring and preserving the long-term affordability of units subject to affordability restrictions or covenants and administrative expenses; (b) homeless prevention and rapid re-housing services; and (c) development of affordable housing.**

ACTIVITY	EXPENDITURE
Administrative Costs	-
Homeless Prevention	\$100,656.00
Affordable Housing Development	\$ 2,350,000.00

**4.) The statutory value of real property owned by the Housing Successor, the value of loans and grants receivable, and the sum of these two amounts.**

LOAN NAME/DESCRIPTION/PROPERTY	ENDING BALANCE	FAIR VALUE OF LAND SECURED BY LOAN
NHDC (San Sevaine Villas)	\$ 9,039,503.00	N/A
Woodhaven Manor	\$ 11,328,120.84	N/A
Villa Pacifica	\$ 3,135,969.13	N/A

LINC-Pepperwood	\$ 25,303,849.08	N/A
Rancho Verde Village East	\$ 7,171,327.49	N/A
Heritage Pointe	\$ 1,994,887.10	N/A
Olen Jones	\$ 4,303,415.00	N/A
Villa Del Norte	\$ 9,621,680.69	N/A
Villaggio on Route 66	\$ 10,365,187.38	N/A
First-Time Homebuyer Program	\$ 3,800,198.00	N/A
<b>Total</b>	<b><u>\$ 86,064,137.71</u></b>	

**5.) A description of any transfers of LMIHAF funds made to another Housing Successor in the previous fiscal year.**

There have been no transfers of LMIHAF funds to any other Housing Successor in the previous fiscal year.

**6.) A description of any project for which the housing successor receives or holds property tax revenue pursuant to the ROPS and the status of that project.**

There are no projects which the Housing Successor receives or holds property tax revenue pursuant to the ROPS.

**7.) For interests in real property acquired by the former agency prior to February 1, 2012, a status update on compliance with Section 33334.16. For interest in real property acquired by the Housing Successor on or after February 1, 2012, a status update on the project.**

In July 2014 the Housing Successor Agency acquired a 2.5 acre property for the purpose of constructing a 60-unit senior affordable rental housing complex. The project affordability agreement provides for 59 of the 60 1-and-2 bedroom units to be restricted to income eligible seniors. The project has received all entitlement approvals submitted for 9% tax credits in 2015 but did not receive an allocation. Per the Agreement, the developer will submit again for tax credits in 2016 in order to receive the needed funding to construct the project.

- 8.) A description of any outstanding obligation pursuant to Section 33413 that remained to transfer to the housing successor on February 1, 2012, the Housing Successor's progress in meeting these obligations, and the Housing Successor's plans to meet unmet obligations.

There is no outstanding obligation that had been transferred to the Housing Successor Agency on February 1, 2012.

- 9.) Housing Successor must determine the % of housing for seniors and persons of all ages within the previous 10-years. Senior housing units may not exceed 50% of the total units restricted.

**Housing Projects Completed Within the Last 10-years (2005-2015)**

<b>PROJECT</b>	<b>TYPE</b>	<b># OF UNITS</b>
San Sevaine	Family	223
Pepperwood	Family	228
Villaggio on Rt. 66	Family	131
	<b>Total</b>	<b>582</b>

[INTENTIONALLY LEFT BLANK]

**Previous Affordable Housing Accomplishments Prior to 2005**

<b>PROJECT</b>	<b>TYPE</b>	<b># OF UNITS</b>
Las Casitas	Family	14
Rancho Verde	Family	104
Rancho Verde East	Family	40
Monterey Village	Family	110
Sycamore Springs	Family	96
Sunset Heights	Family	116
Villa Pacifica	Senior	158
Heritage Pointe	Senior	48
Olen Jones	Senior	96
	<b>Total</b>	<b>782</b>

**10.) The amount of excess surplus, the amount of time the Housing Successor has had excess surplus, and the Housing Successor's plan for eliminating the excess surplus.**

At the start of this reporting Fiscal Year the Housing Successor Agency opened with a balance of \$119,789,418.00. The Housing Successor has ended this reporting Fiscal Year with no excess surplus.

# STAFF REPORT

HOUSING SUCCESSOR AGENCY



**Date:** December 16, 2015

**To:** Chairman and Members of the Housing Successor Agency  
John R. Gillison, City Manager

**From:** Linda D. Daniels, Assistant City Manager

**Subject:** CONSIDERATION OF A CERTIFICATE OF ACCEPTANCE FOR THE ACQUISITION OF AN APPROXIMATE 4 ACRE SITE GENERALLY LOCATED NORTH OF BASE LINE ROAD AND WEST OF DAY CREEK BOULEVARD AND THE RECORDATION OF A TEMPORARY CONSTRUCTION EASEMENT AGREEMENT FOR SLOPE, DRAINAGE AND MAINTENANCE PURPOSES ON THE PROPERTY

**RECOMMENDATION:** Provide authority for the City Manager, or his designee, to execute a Certificate of Acceptance for the acquisition of a 4 acre parcel that is planned for affordable senior housing, to record a temporary construction easement for slope, drainage and maintenance purposes on the property and, to direct staff to take all necessary actions to complete the transfer of the 4 acre site to the Housing Successor Agency.

**ANALYSIS:** In September 2014 the Successor Agency entered into a Purchase and Sale Agreement with a developer for the 14 acre site located at the northwest corner of Base Line Road and Day Creek Boulevard. The Purchase and Sale Agreement was subsequently approved by the Oversight Board and the Department of Finance.

The land transaction provided for the sale of a 14 acre site (see Exhibit A) with the intent that 10 acres would be developed as a neighborhood commercial shopping center and 4 acres would be used to develop affordable senior housing. The buyer and developer, WLPX Day Creek, LLC was allowed up to one year after the close of escrow to pursue an affordable housing development. If the developer chose not to pursue the affordable housing development within that one year time frame the 4 acre site was required to be conveyed, at no cost, to the Housing Successor Agency.

The Developer has notified the Housing Successor Agency that it will not pursue an affordable senior housing development for the 4 acre parcel and they are prepared to convey the property to the Housing Successor Agency. In order for the land transfer to proceed, the Housing Successor Agency must take action to approve a Certificate of Acceptance (see Exhibit B) of the property and direct staff to take all necessary actions to complete the conveyance of the property.

In addition to the Housing Successor Agency approving the Certificate of Acceptance for the 4 acre site, the Developer has also indicated the need for temporary Construction Easement Agreement for slope, drainage and maintenance purposes on the 4 acre property. The Agreement will enable the Developer to move forward with the construction of the commercial site prior to the construction of the housing development. The temporary

easement would be maintained by the Developer and would be removed once the senior housing development began and the permanent grading and drainage for the 4 acre property was installed. The temporary easement is described on the attached Exhibits C and D and staff requests authority to revise the Easement Agreement and prepare a final legal description prior to its recordation on the 4 acre property that is to be conveyed.

Respectfully Submitted,



Linda D. Daniels  
Assistant City Manager

Exhibit A – Property Location Map

Exhibit B – Certificate of Acceptance

Exhibit C – Map of Temporary Construction Easement for Slope, Drainage and  
Maintenance purposes

Exhibit D – Form of Construction Easement Agreement

EXHIBIT "A"

DEPICTION OF COMMERCIAL PARCEL AND AFFORDABLE HOUSING PARCEL



EXHIBIT B

CERTIFICATE OF ACCEPTANCE

(Govt. Code § 27281)

This is to certify that the real property located in the City of Rancho Cucamonga, County of San Bernardino, State of California conveyed to the City of Rancho Cucamonga, as successor to the housing assets of the former Rancho Cucamonga Redevelopment Agency, by a Grant Deed from WLPX Day Creek, LLC is hereby accepted by the undersigned officer or agent on behalf of the City of Rancho Cucamonga in its capacity as such successor, pursuant to action of the City Council of the City of Rancho Cucamonga acting as successor to the housing assets of the former Rancho Cucamonga Redevelopment Agency on December 16, 2015, and the grantee consents to the recordation thereof by its duly authorized officer.

Dated: December 17, 2015

CITY OF RANCHO CUCAMONGA, as  
successor to the housing assets of the former  
Rancho Cucamonga Redevelopment Agency

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

A notary public or other officer  
completing this certificate verifies only  
the identity of the individual who signed  
the document to which this certificate is  
attached, and not the truthfulness,  
accuracy, or validity of that document.

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name and title of the officer)

Notary Public, personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

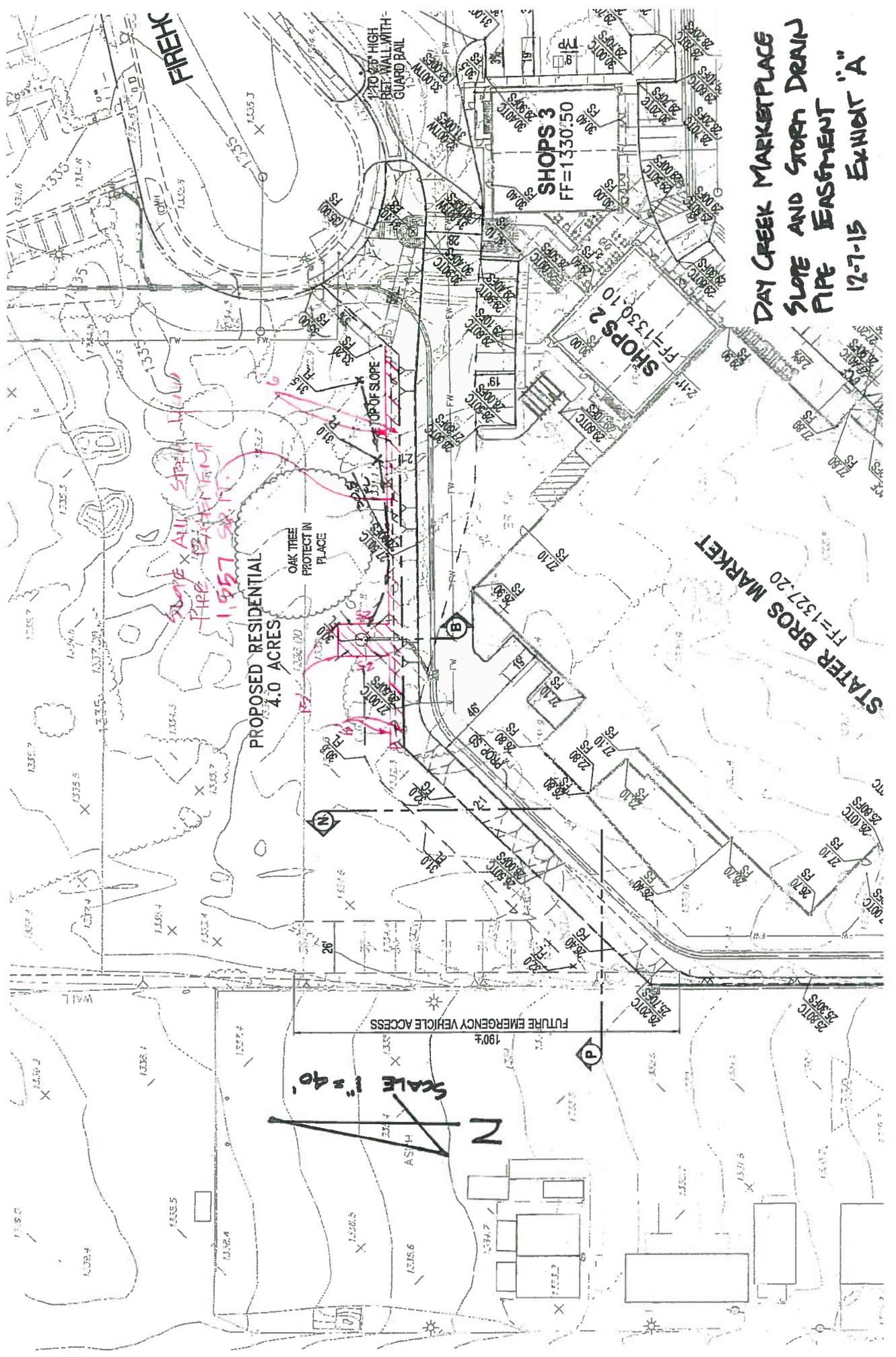
I certify under PENALTY OF PERJURY under the laws of the State of California that  
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

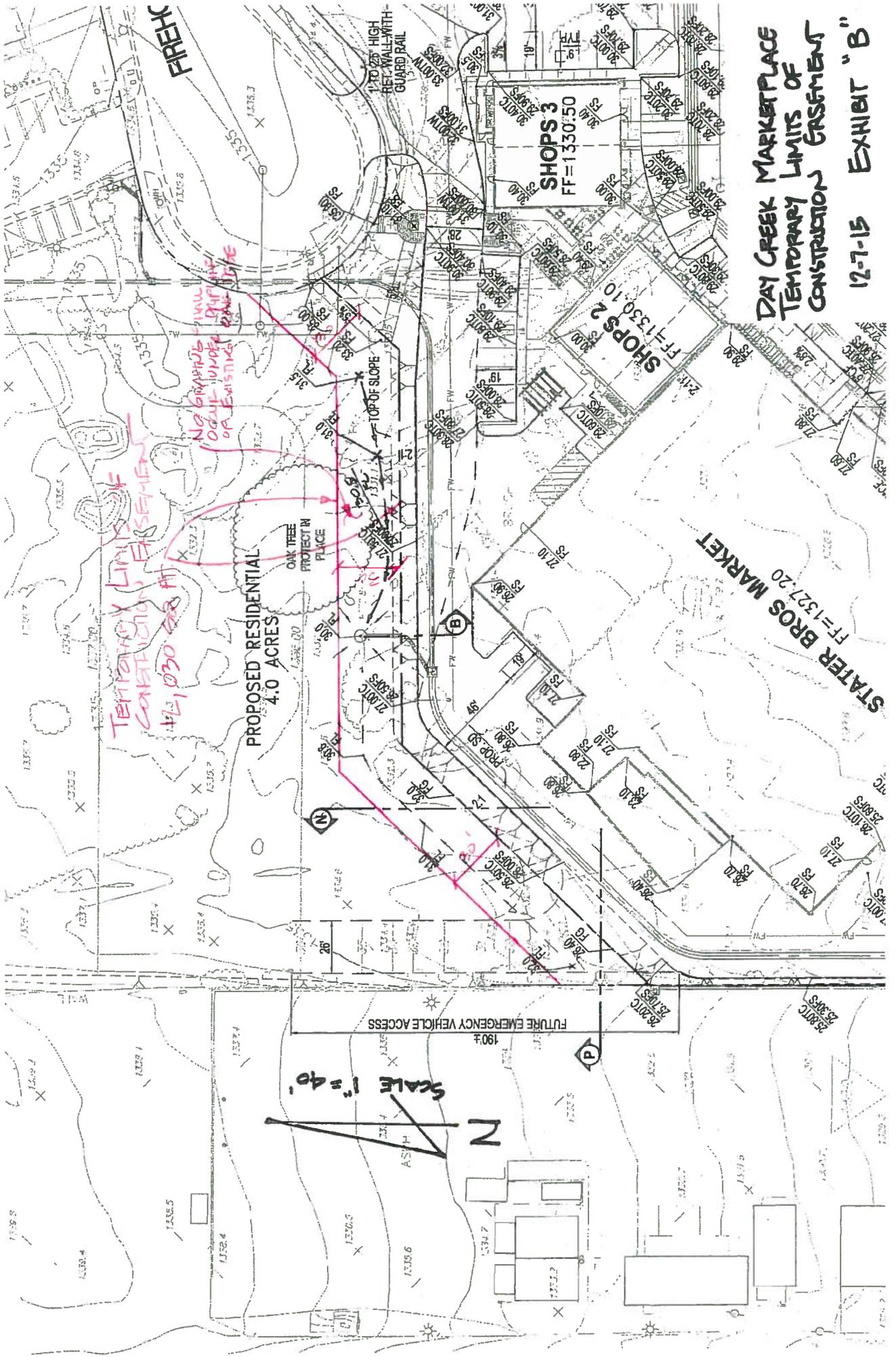
(Seal)

Exhibit "C"  
page 1



DAY CREEK MARKETPLACE  
SLOPE AND STORM DRAIN  
PIPE EASEMENT  
12-7-15 EXHIBIT "A"

Exhibit "C"  
page 2



DAY CREEK MARKETPLACE  
TEMPORARY LIMITS OF  
CONSTRUCTION GASSEMENT  
12-7-15 EXHIBIT "B"

SCALE 1" = 40'

FUTURE EMERGENCY VEHICLE ACCESS

PROPOSED RESIDENTIAL  
4.0 ACRES

SHOPS 3  
FF=1330.50

SHOPS 2  
FF=1330.10

STATER BROS MARKET  
FF=1327.20

NO GRUBBING - MINOR  
OAKS UNDER PROTECTIVE  
PLANT LIFE

TEMPORARY LIMITS OF  
CONSTRUCTION - EXEMPT  
FF=1330.50 AT

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

WLPX DAY CREEK, LLC  
 c/o Lewis Operating Corp. (MAP)  
 1156 North Mountain Avenue  
 Upland, CA 91786-3633

---

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

**CONSTRUCTION EASEMENT AGREEMENT**

This CONSTRUCTION EASEMENT AGREEMENT ("**Agreement**"), dated for reference purposes as of December \_\_\_, 2015 ("**Effective Date**"), is made by and between between the CITY OF RANCHO CUCAMONGA, as successor agency to the RANCHO CUCAMONGA REDEVELOPMENT AGENCY ("**Grantor**"), and WLPX DAY CREEK, LLC, a Delaware limited liability company ("**Grantee**"), Grantor and Grantee, are referred to herein individually as a "**Party**", and collectively as the "**Parties**". This Agreement is made with reference, in part, to the following relevant facts:

**RECITALS**

- A. Grantee owns that certain real property ("**Grantee Property**") located in the City of Rancho Cucamonga ("**City**"), California, legally described on *Exhibit "A"* attached hereto, and generally depicted on the "Map of the Grantor and Grantee Property" attached hereto as *Exhibit "A-1"*.
- B. Grantor owns that certain real property ("**Grantor Property**") located in the City, legally described on *Exhibit "B"* attached hereto, and generally depicted on *Exhibit "A-1"*.
- C. Grantor elects to grant to the Grantee Property, a non-exclusive "Construction Easement" appurtenant to the Grantee Property, over the "Construction Easement Area" (as these terms are defined at *Section 1* below) for ingress and egress necessary to perform the "Work" defined at *Section 2* below.

NOW, THEREFORE, in consideration of the covenants exchanged below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Grant of Construction Easement.** Grantor hereby grants to Grantee, and Grantee's successors and assigns, effective upon the recordation of this Agreement in the Office of the San Bernardino County Recorder (the "**Effective Date**"), a non-exclusive easement ("**Construction Easement**") appurtenant to the Grantee Property, over the "**Construction Easement Area**" (depicted at *Exhibit "C"* and legally described at *Exhibit "D"*).
2. **Work.** The term "**Work**" means Grantee's entry on the Construction Easement Area, in accordance with this Agreement, to (i) grade Grantor's property to create the slope ("**Slope**") in accordance with an approved grading plan, (ii) install a storm water drain pipe ("**Storm Drain Pipe**") at the

approximate location shown on *Exhibit C*, and related drainage improvements, in order to connect the Storm Drain Pipe to the storm drain system Grantee will install on the Grantee Property, and (ii) maintain the Slope, Storm Drain Pipe, and the related storm drain improvements installed in the Construction Easement Area. Grantee shall perform the Work (i) at Grantee's sole cost and expense, in a good and workmanlike manner, and (ii) pursuant to a grading plan, storm drain building permit, and other similar permits and plans approved by Grantor.

3. **Improvements on Grantor Property.** Grantor represents, warrants and covenants to Grantee that (i) prior to commencing grading on the Grantor Property, and/or installation of any storm drain pipes, detention basins, berms or other improvements (collectively and individually, the "**Improvements**") that could affect drainage of storm-water from the Grantor Property onto the Grantee Property, Grantor shall deliver to Grantee, for Grantee's express written approval (which approval shall not be unreasonably withheld, conditioned or delayed), any and all grading plans, drainage plans, construction drawings, and any other plans and specifications relating to the Improvements, and (ii) upon Grantee's express written approval of Grantor's grading plan, drainage plans and any other plans or specifications relating to construction and installation of the Improvements, Grantor shall then commence construction and installation of the Improvements.

4. **Covenants to Run with the Land.** All of the easements, covenants, restrictions, reservations, rights and obligations of this Agreement shall run with and bind the Grantor Property, for the benefit of and as an appurtenance to the Grantee Property, and inure to the benefit of, and be enforceable by, each Party, and their assignees, and successors-in-interest. This Agreement and all of the terms, covenants and conditions herein contained shall be enforceable as mutual equitable servitudes in favor of the Grantee Property, and the Grantor Property, and any portion thereof, shall create rights and obligations as provided herein between Grantor and Grantee, and shall be covenants running with the land. Every person who now or in the future owns or acquires any right, title or interest in or to the Grantor Property, and/or the Grantee Property, or any portion thereof, shall be conclusively deemed to have consented to and agreed to every covenant, restriction, provision, condition and right contained in this Agreement whether or not the instrument conveying such interest refers to this Agreement.

5. **Term.** Except as provided below, this Agreement and the easements, covenants and obligations set forth herein shall continue in full force and effect until such time as Grantee confirms in writing that the Improvements have been installed, and are functioning properly; thereafter, Grantee agrees to deliver a written and acknowledged instrument to Grantor terminating this Agreement.

6. **Insurance.** Grantee shall obtain, and keep in effect, while this Agreement is an encumbrance on the Grantor Property, general liability insurance insuring against bodily injury, death and property damage in a combined single limit in amounts not less than Two Million Dollars (\$2,000,000.00), covering Grantee's, and Grantee's employees', agents', and contractors' entry on the Grantor Property. Grantee shall, upon written request by Grantor, provide Grantor with a Certificate of Insurance or other verification as evidence that the required insurance under this *Section 6* is in effect, and an additional insured endorsement naming Grantor as an additional insured.

7. **Notices.** All notices or other communications between the Parties required or permitted hereunder shall be in writing and personally delivered, or sent by certified United States mail, postage prepaid, return receipt requested, or sent via overnight air courier (example, Federal Express), or sent by telecopier, to the following addresses:

If to Grantor, to:	Attention: Linda Daniels City of Rancho Cucamonga 10500 Civic Center Dr. Rancho Cucamonga, CA 91729
If to Grantee, to:	Attn: John Goodman c/o Lewis Operating Corp. P. O. Box 670 Upland, CA 91785-0670 1156 North Mountain Avenue Upland, CA 91786-3633 Telecopier: (909) 949-6733
With a copy to:	Attn: Mario Pichardo c/o Lewis Operating Corp. P. O. Box 670 Upland, CA 91785-0670 1156 North Mountain Avenue Upland, CA 91786-3633 Telecopier: (909) 949-6733

A notice shall be effective on the date of personal delivery if personally delivered, the next business day after deposit for next business day delivery with the overnight air courier, the same business day if sent by telecopier (provided a copy is also mailed that same business day via first class mail), or two (2) business days following the date the notice is postmarked, if mailed via certified mail as set forth above. Either Party may change the address to which notice is to be given to it by giving notice of such change of address in the manner set forth above for giving notice.

8. **Integration.** This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof. It supersedes all prior or contemporaneous agreements and representations.

9. **Amendments.** This Agreement may be modified only by a recorded written agreement signed by each Party, or their successors-in-interest.

10. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall not be affected and shall remain in full force and effect.

11. **Attorneys' Fees.** In the event of any action or proceeding brought by any Party against the others under this Agreement, inclusive of all appeals of any such actions or proceedings, the prevailing Party shall be entitled to recover reasonable costs and expenses, including, without limitation, attorneys' fees, expert witness fees, and court costs, incurred for prosecution, defense, consultation, or advice in such action or proceeding.

12. **Assignment.** Neither Party may assign its rights and obligations under this Agreement without the other Party's express written consent.

13. **Governing Law.** This Agreement shall be governed by and construed and enforced under the laws of the State of California. The courts of San Bernardino County, California, shall have sole and exclusive jurisdiction over any action or proceeding brought by any Party against the others under this Agreement.

14. **WAIVER OF RIGHT TO TRIAL BY JURY.** EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION (1) ARISING UNDER THIS AGREEMENT, OR ANY OTHER INSTRUMENT, DOCUMENT, OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH, OR (2) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT, OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY. THE PARTIES HERETO HEREBY AGREE THAT THE PROVISIONS CONTAINED HEREIN HAVE BEEN FAIRLY NEGOTIATED ON AN ARM'S-LENGTH BASIS, WITH BOTH SIDES AGREEING TO THE SAME KNOWINGLY AND BEING AFFORDED THE OPPORTUNITY TO HAVE THEIR RESPECTIVE LEGAL COUNSEL CONSENT TO THE MATTERS CONTAINED HEREIN. ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

\_\_\_\_\_  
Grantor's Initials

\_\_\_\_\_  
Grantee's Initials

15. **Breach Shall Not Permit Termination.** No breach of this Agreement shall entitle any Party to cancel, rescind, or otherwise terminate this Agreement, but such limitation shall not affect in any manner any of the rights or remedies which the Parties may have by reason of any breach of this Agreement.

**[THIS SECTION INTENTIONALLY LEFT BLANK — SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates set forth below.

**“Grantee”**

WLPX DAY CREEK, LLC,  
a Delaware limited liability company

By: LEWIS OPERATING CORP.,  
a California corporation  
Its Sole Manager

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**“Grantor”**

CITY OF RANCHO CUCAMONGA, as successor  
agency to the Rancho Cucamonga Redevelopment  
Agency

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**WITNESS:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: City Clerk

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: City Attorney

Date: \_\_\_\_\_

**LIST OF EXHIBITS:**

- Exhibit A: Legal Description of Grantee Property
- Exhibit A-1: Map of the Grantor and Grantee’s Property
- Exhibit B: Legal Description of Grantor Property
- Exhibit C: Depiction of Easement Area
- Exhibit D: Legal Description of Easement Area

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

EXHIBIT ALEGAL DESCRIPTION OF GRANTEE PROPERTY

## PARCEL "B"

THE FOLLOWING DESCRIBED REAL PROPERTY IS SITUATED IN THE CITY OF RANCHO CUCAMONGA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, BEING DESCRIBED AS FOLLOWS:

BEING PORTIONS OF LOTS 21 AND 22 OF ORANGE EMPIRE ACRES, AS PER MAP RECORDED IN BOOK 20, PAGE 1 OF MAPS, IN SAID OFFICE OF THE COUNTY RECORDER, TOGETHER WITH PARCEL 2 OF CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT No. 619 RECORDED JUNE 14, 2006 AS INSTRUMENT No. 2006-0406609, OFFICIAL RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 21, SAID POINT BEING SOUTH 00°12'36" WEST 575.70 FEET FROM THE NORTHWEST CORNER OF SAID LOT 21;

THENCE, LEAVING SAID WEST LINE, NORTH 44°17'06" EAST 171.66 FEET;

THENCE NORTH 89°17'07" EAST 195.07 FEET;

THENCE NORTH 42°24'52" EAST 51.92 FEET TO A POINT ON THE RIGHT-OF-WAY LINE OF FIREHOUSE COURT, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 61.04 FEET, A RADIAL BEARING TO SAID POINT BEARS SOUTH 61°46'01" WEST;

THENCE, ALONG SAID RIGHT-OF-WAY AND CURVE, THROUGH A CENTRAL ANGLE OF 104°50'34" AN ARC LENGTH OF 111.70 FEET;

THENCE NORTH 47°33'50" EAST 81.58 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 96.00 FEET;

THENCE, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 22°41'14" AN ARC LENGTH OF 38.01 FEET TO THE BEGINNING OF A COMPOUND CURVE, HAVING A RADIUS OF 267.00 FEET, A RADIAL BEARING TO SAID BEGINNING BEARS NORTH 19°44'56" WEST;

THENCE, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°54'06" AN ARC LENGTH OF 92.74 FEET;

THENCE SOUTH 89°50'50" EAST 18.51 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF DAY CREEK BOULEVARD;

THENCE, ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 46°28'00" EAST 35.60 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 2337.59 FEET, A RADIAL BEARING TO SAID BEGINNING BEARS SOUTH 88°46'45" EAST;

THENCE, ALONG SAID WEST RIGHT-OF-WAY AND CURVE, THROUGH A CENTRAL ANGLE OF 02°44'07" AN ARC LENGTH OF 111.60 FEET;

THENCE SOUTH 03°57'22" WEST 170.37 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 208.70 FEET;

THENCE, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°28'52" AN ARC LENGTH OF 38.18 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 234.95 FEET, A RADIAL POINT TO SAID BEGINNING BEARS SOUTH 75°33'46" EAST;

THENCE, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°33'53" AN ARC LENGTH OF 51.52 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 2470.80 FEET, A RADIAL LINE TO SAID BEGINNING BEARS NORTH 88°07'39" WEST;

THENCE, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°40'09" AN ARC LENGTH OF 71.97 FEET;

THENCE SOUTH 00°12'12" WEST 268.32 FEET;

THENCE, LEAVING SAID WEST RIGHT-OF-WAY LINE, SOUTH 43°15'28" WEST 28.09 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF BASELINE ROAD, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 7438.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 03°39'21" EAST;

THENCE, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°01'03" AN ARC LENGTH OF 261.90 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 2487.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS SOUTH 01°38'18" EAST;

THENCE, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°19'43" AN ARC LENGTH OF 14.27 FEET;

THENCE SOUTH 88°41'25" WEST 182.96 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 2487.00 FEET;

THENCE, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°07'35" AN ARC LENGTH OF 48.89 FEET;

THENCE SOUTH 89°49'00" WEST 115.81 FEET TO A POINT ON THE WEST LINE OF SAID LOT 21;

THENCE, LEAVING SAID NORTH RIGHT-OF-WAY LINE AND ALONG SAID WEST LINE,  
NORTH 00°12'36" EAST 534.73 FEET TO THE POINT OF BEGINNING.

EXHIBIT A-1

MAP OF THE GRANTOR AND GRANTEE PROPERTY

EXHIBIT BLEGAL DESCRIPTION OF GRANTOR PROPERTY**PARCEL "A"**

THE FOLLOWING DESCRIBED REAL PROPERTY IS SITUATED IN THE CITY OF RANCHO CUCAMONGA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, BEING DESCRIBED AS FOLLOWS:

BEING PORTIONS OF LOTS 21 AND 22 OF ORANGE EMPIRE ACRES, AS PER MAP RECORDED IN BOOK 20, PAGE 1 OF MAPS, IN SAID OFFICE OF THE COUNTY RECORDER, TOGETHER WITH THAT PORTION OF RAILROAD AVENUE SOUTH, VACATED PER INSTRUMENT No. 92-447926, RECORDED OCTOBER 28, 1992 OFFICIAL RECORDS OF SAID COUNTY, TOGETHER WITH PARCEL 2 OF CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT No. 619 RECORDED JUNE 14, 2006 AS INSTRUMENT No. 2006-0406609, OFFICIAL RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 21, SAID POINT BEING SOUTH 00°12'36" WEST 575.70 FEET FROM THE NORTHWEST CORNER OF SAID LOT 21;

THENCE, ALONG SAID WEST LINE AND ITS NORTHERLY PROLONGATION, NORTH 00°12'36" EAST 615.70 FEET TO THE NORTHWEST CORNER OF SAID INSTRUMENT No. 92-447926;

THENCE, ALONG THE NORTH LINE OF SAID INSTRUMENT No. 92-447926, SOUTH 89°11'41" EAST 342.01 FEET TO THE NORTHEAST CORNER OF SAID INSTRUMENT No. 92-447926, SAID CORNER ALSO BEING THE NORTHWEST CORNER OF PARCEL 1 OF CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT No. 619 RECORDED JUNE 14, 2006 AS INSTRUMENT No. 2006-0406609, OFFICIAL RECORDS OF SAID COUNTY;

THENCE, ALONG THE EAST LINE OF SAID INSTRUMENT No. 92-447926 AND THE EAST LINE OF SAID LOT 22, SOUTH 00°12'48" WEST 418.19 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF FIREHOUSE COURT, SAID POINT BEING THE NORTHWEST CORNER OF SAID PARCEL 2 AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 61.04 FEET, A RADIAL BEARING TO SAID POINT BEARS NORTH 89°50'34" WEST;

THENCE, LEAVING SAID EAST LINE AND ALONG SAID RIGHT-OF-WAY, THROUGH A CENTRAL ANGLE OF 28°23'25" AN ARC LENGTH OF 30.25 FEET;

THENCE, LEAVING SAID RIGHT-OF-WAY, SOUTH 42°24'52" WEST 51.92

FEET; THENCE SOUTH 89°17'07" WEST 195.07 FEET,

THENCE SOUTH 44°17'06" WEST 171.66 FEET TO THE POINT OF BEGINNING.

EXHIBIT C

DEPICTION OF EASEMENT AREA

**EXHIBIT D**

**LEGAL DESCRIPTION OF EASEMENT AREA**

CITY OF RANCHO CUCAMONGA  
AND  
RANCHO CUCAMONGA FIRE PROTECTION DISTRICT

Agenda Check Register

11/23/2015 through 12/8/2015

<u>Check No.</u>	<u>Check Date</u>	<u>Vendor Name</u>	<u>City</u>	<u>Fire</u>	<u>Amount</u>
AP 00005638	11/23/2015	AHUMADA, ALEXANDER R	0.00	904.08	904.08
AP 00005639	11/23/2015	ALMAND, LLOYD	0.00	615.52	615.52
AP 00005640	11/23/2015	BANTAU, VICTORIA	0.00	949.95	949.95
AP 00005641	11/23/2015	BAZAL, SUSAN	0.00	969.50	969.50
AP 00005642	11/23/2015	BELL, MICHAEL L.	0.00	1,560.49	1,560.49
AP 00005643	11/23/2015	BERRY, DAVID	0.00	920.36	920.36
AP 00005644	11/23/2015	BROCK, ROBIN	0.00	893.87	893.87
AP 00005645	11/23/2015	CAMPBELL, GERALD	0.00	1,233.07	1,233.07
AP 00005646	11/23/2015	CARNES, KENNETH	0.00	469.02	469.02
AP 00005647	11/23/2015	CLABBY, RICHARD	0.00	920.36	920.36
AP 00005648	11/23/2015	CORCORAN, ROBERT	0.00	525.11	525.11
AP 00005649	11/23/2015	COX, KARL	0.00	615.52	615.52
AP 00005650	11/23/2015	CRANE, RALPH	0.00	969.50	969.50
AP 00005651	11/23/2015	CROSSLAND, WILBUR	0.00	469.02	469.02
AP 00005652	11/23/2015	DAGUE, JAMES	0.00	1,172.22	1,172.22
AP 00005653	11/23/2015	DE ANTONIO, SUSAN	0.00	525.11	525.11
AP 00005654	11/23/2015	DEANS, JACKIE	0.00	600.74	600.74
AP 00005655	11/23/2015	DOMINICK, SAMUEL A.	0.00	893.87	893.87
AP 00005656	11/23/2015	EAGLESON, MICHAEL	0.00	1,172.22	1,172.22
AP 00005657	11/23/2015	FRITCHEY, JOHN D.	0.00	469.02	469.02
AP 00005658	11/23/2015	HEYDE, DONALD	0.00	1,172.22	1,172.22
AP 00005659	11/23/2015	INTERLICCHIA, ROSALYN	0.00	1,208.82	1,208.82
AP 00005660	11/23/2015	KILMER, STEPHEN	0.00	1,233.07	1,233.07
AP 00005661	11/23/2015	LANE, WILLIAM	0.00	1,560.49	1,560.49
AP 00005662	11/23/2015	LEE, ALLAN J.	0.00	1,066.80	1,066.80
AP 00005663	11/23/2015	LENZE, PAUL E	0.00	1,224.46	1,224.46
AP 00005664	11/23/2015	LONGO, JOE	0.00	173.51	173.51
AP 00005665	11/23/2015	LUTTRULL, DARRELL	0.00	694.69	694.69
AP 00005666	11/23/2015	MACKALL, BENJAMIN	0.00	1,215.87	1,215.87
AP 00005667	11/23/2015	MAYFIELD, RON	0.00	1,323.48	1,323.48
AP 00005668	11/23/2015	MCKEE, JOHN	0.00	615.52	615.52
AP 00005669	11/23/2015	MCNEIL, KENNETH	0.00	615.52	615.52
AP 00005670	11/23/2015	MICHAEL, L. DENNIS	0.00	893.87	893.87
AP 00005671	11/23/2015	MORGAN, BYRON	0.00	2,277.23	2,277.23
AP 00005672	11/23/2015	MYSKOW, DENNIS	0.00	920.36	920.36
AP 00005673	11/23/2015	NAUMAN, MICHAEL	0.00	920.36	920.36
AP 00005674	11/23/2015	NEE, RON	0.00	1,757.12	1,757.12
AP 00005675	11/23/2015	NELSON, MARY JANE	0.00	173.51	173.51
AP 00005676	11/23/2015	PLOUNG, MICHAEL J	0.00	556.94	556.94
AP 00005677	11/23/2015	POST, MICHAEL R	0.00	1,577.31	1,577.31
AP 00005678	11/23/2015	PROULX, PATRICK	0.00	1,560.49	1,560.49
AP 00005679	11/23/2015	ROEDER, JEFF	0.00	1,172.22	1,172.22
AP 00005680	11/23/2015	SALISBURY, THOMAS	0.00	615.52	615.52
AP 00005681	11/23/2015	SMITH, RONALD	0.00	920.36	920.36
AP 00005682	11/23/2015	SPAGNOLO, SAM	0.00	469.02	469.02
AP 00005683	11/23/2015	SPAIN, WILLIAM	0.00	694.69	694.69
AP 00005684	11/23/2015	SULLIVAN, JAMES	0.00	753.31	753.31

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AP 00005685	11/23/2015	TAYLOR, STEVE	0.00	1,224.46	1,224.46
AP 00005686	11/23/2015	TULEY, TERRY	0.00	1,172.22	1,172.22
AP 00005687	11/23/2015	VANDERKALLEN, FRANCIS	0.00	904.08	904.08
AP 00005688	11/23/2015	WALTON, KEVIN	0.00	1,233.07	1,233.07
AP 00005689	11/23/2015	YOWELL, TIMOTHY A	0.00	1,323.48	1,323.48
AP 00005690	11/25/2015	CALIF GOVERNMENT VEBA/RANCHO CUCAMONGA	9,845.00	0.00	9,845.00
AP 00005691	11/25/2015	HD PRODUCTIONS LLC	10,000.00	0.00	10,000.00
AP 00005692	11/25/2015	RCCEA	1,353.00	0.00	1,353.00
AP 00005693	11/25/2015	RCPFA	10,542.95	0.00	10,542.95
AP 00005694	11/25/2015	SAN BERNARDINO CTY SHERIFFS DEPT	2,601,627.16	0.00	2,601,627.16
AP 00005695	11/25/2015	SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY	901.20	0.00	901.20
AP 00005696	11/25/2015	VIASYN INC	1,665.00	0.00	1,665.00
AP 00005697	12/02/2015	FORTISTAR METHANE GROUP LLC	106,496.03	0.00	106,496.03
AP 00364109	11/23/2015	CURATALO, JAMES	0.00	1,560.49	1,560.49
AP 00364110	11/23/2015	LONCAR, PHILIP	0.00	920.36	920.36
AP 00364111	11/23/2015	TOWNSEND, JAMES	0.00	1,560.49	1,560.49
AP 00364112	11/23/2015	WALKER, KENNETH	0.00	246.76	246.76
AP 00364113	11/25/2015	A'JONTUE, ROSE ANN	336.00	0.00	336.00
AP 00364114	11/25/2015	ACCELA INC	7,207.55	0.00	7,207.55
AP 00364115	11/25/2015	AFLAC GROUP INSURANCE	79.40	0.00	79.40
AP 00364116	11/25/2015	AGILINE LLC	700.00	0.00	700.00
AP 00364117	11/25/2015	ALL CITY MANAGEMENT SERVICES INC.	21,378.04	0.00	21,378.04
AP 00364118	11/25/2015	ALLIANT INSURANCE SERVICES INC.	285.00	0.00	285.00
AP 00364119	11/25/2015	ALTA LOMA COMMUNITY BAPTIST CHURCH	90.00	0.00	90.00
AP 00364120	11/25/2015	AROCHO, ALMA	765.00	0.00	765.00
AP 00364121	11/25/2015	ASSISTANCE LEAGUE OF FOOTHILL COMMUNITIES	2,148.00	0.00	2,148.00
AP 00364122	11/25/2015	AVANTS, MARGE	225.00	0.00	225.00
AP 00364123	11/25/2015	BOUCHER, NOEM	500.00	0.00	500.00
AP 00364124	11/25/2015	C & R FARMS	36.00	0.00	36.00
AP 00364125	11/25/2015	CALIFORNIA FRANCHISE TAX BOARD	200.00	0.00	200.00
AP 00364126	11/25/2015	CALIFORNIA FRANCHISE TAX BOARD	300.00	0.00	300.00
AP 00364127	11/25/2015	CALIFORNIA FRANCHISE TAX BOARD	1,048.11	0.00	1,048.11
AP 00364128	11/25/2015	CARTY, DIANE	491.40	0.00	491.40
AP 00364129	11/25/2015	CIRIACKS, VALERIE ANN	120.00	0.00	120.00
AP 00364130	11/25/2015	CLARK, KAREN	1,251.00	0.00	1,251.00
AP 00364131	11/25/2015	CLEARWATER GRAPHICS INC	27,335.54	0.00	27,335.54
AP 00364132	11/25/2015	CLEARWATER GRAPHICS INC	48.14	0.00	48.14
AP 00364133	11/25/2015	COMP U ZONE	357.60	0.00	357.60
AP 00364134	11/25/2015	COUTURE, FRANCOIS-PIERRE	833.00	0.00	833.00
AP 00364135	11/25/2015	CPRS	165.00	0.00	165.00
AP 00364136	11/25/2015	DANCE TERRIFIC	2,009.00	0.00	2,009.00
AP 00364137	11/25/2015	DEAN, ADAM	135.00	0.00	135.00
AP 00364138	11/25/2015	DOLLARHIDE, GINGER	156.00	0.00	156.00
AP 00364139	11/25/2015	DUNN, ANN MARIE	1,276.20	0.00	1,276.20
AP 00364140	11/25/2015	EASTERLING, RAY	249.60	0.00	249.60
AP 00364141	11/25/2015	ERICKSON HALL CONSTRUCTION	0.00	19,125.00	19,125.00
AP 00364142	11/25/2015	FELICIANO, ANTHONY	144.00	0.00	144.00

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AP 00364143	11/25/2015	FIESTA PARADE FLOATS	7,530.00	0.00	7,530.00
AP 00364144	11/25/2015	FOUR POINTS BY SHERATON	489.12	0.00	489.12
AP 00364145	11/25/2015	G AND M BUSINESS INTERIORS	104.66	0.00	104.66
AP 00364146	11/25/2015	GILBERT, VELMA	275.00	0.00	275.00
AP 00364147	11/25/2015	GIORDANO, MARIANNA	14.40	0.00	14.40
AP 00364148	11/25/2015	GOLDEN STATE RISK MANAGEMENT AUTHORITY	105,279.00	1,150.00	106,429.00 ***
AP 00364149	11/25/2015	GRAINGER	6.53	0.00	6.53
AP 00364150	11/25/2015	GRAPHICS FACTORY INC.	468.50	0.00	468.50
AP 00364151	11/25/2015	HAMILTON, MONIQUE	960.00	0.00	960.00
AP 00364152	11/25/2015	HAMPTON YOGA	648.00	0.00	648.00
AP 00364153	11/25/2015	HERITAGE EDUCATION GROUP	20.00	0.00	20.00
AP 00364154	11/25/2015	HILL'S PET NUTRITION	428.54	0.00	428.54
AP 00364155	11/25/2015	IATSE NATIONAL HEALTH & WELFARE FUNDS	900.00	0.00	900.00
AP 00364156	11/25/2015	IDEXX DISTRIBUTION INC	1,711.25	0.00	1,711.25
AP 00364157	11/25/2015	INLAND EMPIRE TOURS AND TRANSPORTATION	1,070.50	0.00	1,070.50
AP 00364158	11/25/2015	INLAND FAIR HOUSING AND MEDIATION BOARD	1,350.95	0.00	1,350.95
AP 00364159	11/25/2015	INLAND PRESORT & MAILING SERVICES	73.05	0.00	73.05
AP 00364160	11/25/2015	INLAND VALLEY EMERGENCY PET CLINIC	215.00	0.00	215.00
AP 00364161	11/25/2015	J AND S STRIPING CO INC	2,630.54	0.00	2,630.54
AP 00364162	11/25/2015	JACOBSEN DIVISION OF TEXTRON INC	254.85	0.00	254.85
AP 00364163	11/25/2015	JOBS AVAILABLE INC	45.00	0.00	45.00
AP 00364164	11/25/2015	JONES, CHRISTINA HAATAINEN	833.00	0.00	833.00
AP 00364165	11/25/2015	K K WOODWORKING	21.58	0.00	21.58
AP 00364166	11/25/2015	L S A ASSOCIATES INC	0.00	389.16	389.16
AP 00364167	11/25/2015	LANCE SOLI AND LUNGHARD	4,780.00	0.00	4,780.00
AP 00364168	11/25/2015	LAWSON PRODUCTS INC	0.00	433.99	433.99
AP 00364169	11/25/2015	LEAGUE OF CALIFORNIA CITIES	280.00	0.00	280.00
AP 00364170	11/25/2015	LEWIS INVESTMENT COMPANY LLC	180,930.97	0.00	180,930.97
AP 00364171	11/25/2015	LICHTMAN, OFER	0.00	261.00	261.00
AP 00364172	11/25/2015	LITTLE BEAR PRODUCTIONS	4,400.00	0.00	4,400.00
AP 00364173	11/25/2015	LUBRICATION ENGINEERS INC	0.00	3,496.28	3,496.28
AP 00364174	11/25/2015	MADRONE & ARROW LLC	10.60	0.00	10.60
AP 00364175	11/25/2015	MARK CHRISTOPHER INC	0.00	200.45	200.45
AP 00364176	11/25/2015	MARSHALL, SYLVIA	1,408.80	0.00	1,408.80
AP 00364177	11/25/2015	MARTINEZ TOWING	45.00	0.00	45.00
AP 00364178	11/25/2015	MARY S ROBERTS SPAY/NEUTER CLINIC	100.00	0.00	100.00
AP 00364179	11/25/2015	MCMASTER CARR SUPPLY COMPANY	244.27	0.00	244.27
AP 00364180	11/25/2015	MICHAEL BAKER INTERNATIONAL INC	21,377.50	0.00	21,377.50
AP 00364181	11/25/2015	MIDWEST TAPE	609.73	0.00	609.73
AP 00364182	11/25/2015	MIJAC ALARM COMPANY	190.00	0.00	190.00
AP 00364183	11/25/2015	MISSION REPROGRAPHICS	566.42	0.00	566.42
AP 00364184	11/25/2015	MINITUBISHI ELECTRIC US INC	638.24	0.00	638.24
AP 00364185	11/25/2015	MK AUTO DETAIL INC	0.00	225.00	225.00
AP 00364186	11/25/2015	MOUNTAIN VIEW SMALL ENG REPAIR	52.88	0.00	52.88
AP 00364187	11/25/2015	MSA INLAND EMPIRE/DESERT CHAPTER	240.00	0.00	240.00
AP 00364188	11/25/2015	N F P A	0.00	175.00	175.00
AP 00364189	11/25/2015	NAIOP	700.00	0.00	700.00

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AP 00364190	11/25/2015	NAPA AUTO PARTS	20.39	0.00	20.39
AP 00364191	11/25/2015	NATIONAL DATA & SURVEYING SERVICES	192.00	0.00	192.00
AP 00364192	11/25/2015	NEOPOST USA INC	122.26	0.00	122.26
AP 00364193	11/25/2015	NEW IMAGE COMMERCIAL FLOORING	0.00	4,496.78	4,496.78
AP 00364194	11/25/2015	NORSTAR INDUSTRIES	543.31	0.00	543.31
AP 00364195	11/25/2015	NOTARO, JEFF	39.77	0.00	39.77
AP 00364196	11/25/2015	O ENTERTAINMENT	2,127.00	0.00	2,127.00
AP 00364197	11/25/2015	O'BRIEN, THOMAS	0.00	261.00	261.00
AP 00364198	11/25/2015	O'DONNELL BATTERIES	1,705.00	0.00	1,705.00
AP 00364199	11/25/2015	OFFICE DEPOT	6,344.56	0.00	6,344.56
AP 00364200	11/25/2015	OMNITRANS	2,176.58	0.00	2,176.58
AP 00364201	11/25/2015	ONTARIO WINNELSON CO	428.36	0.00	428.36
AP 00364202	11/25/2015	ONTRAC	147.34	0.00	147.34
AP 00364203	11/25/2015	OPARC	396.00	0.00	396.00
AP 00364204	11/25/2015	ORONA, PATRICIA	1,620.00	0.00	1,620.00
AP 00364205	11/25/2015	OTT, LAURA	549.00	0.00	549.00
AP 00364206	11/25/2015	OTT, SHARON	522.00	0.00	522.00
AP 00364207	11/25/2015	PAL CAMPAIGN	10.00	0.00	10.00
AP 00364208	11/25/2015	PARS	7,000.00	0.00	7,000.00
AP 00364209	11/25/2015	PASMA	75.00	0.00	75.00
AP 00364210	11/25/2015	PEREZ, ALEXANDRA	147.00	0.00	147.00
AP 00364211	11/25/2015	PHOENIX GROUP INFORMATION SYSTEMS	52.99	0.00	52.99
AP 00364212	11/25/2015	PIONEER MANUFACTURING	183.86	0.00	183.86
AP 00364213	11/25/2015	POLICE EXECUTIVE RESEARCH FORUM	200.00	0.00	200.00
AP 00364214	11/25/2015	POWER PLAY YOUTH ATHLETICS	1,024.00	0.00	1,024.00
AP 00364215	11/25/2015	PRE-PAID LEGAL SERVICES INC	96.59	0.00	96.59
AP 00364216	11/25/2015	PRO SPRAY EQUIPMENT	8.66	0.00	8.66
AP 00364217	11/25/2015	PROJECT SISTER FAMILY SERVICES	703.18	0.00	703.18
AP 00364218	11/25/2015	RAINEY, LATREACE	410.00	0.00	410.00
AP 00364219	11/25/2015	RALPH ANDERSEN & ASSOCIATES	12,500.00	0.00	12,500.00
AP 00364220	11/25/2015	RAMIREZ, GABRIEL FUENTES	60.98	0.00	60.98
AP 00364221	11/25/2015	RANCHO CUCAMONGA CHAMBER OF COMMERCE	3,166.66	0.00	3,166.66
AP 00364222	11/25/2015	RANCHO CUCAMONGA FONTANA FAMILY YMCA	7,160.40	0.00	7,160.40
AP 00364223	11/25/2015	RANCHO REGIONAL VETERINARY HOSPITAL INC	675.00	0.00	675.00
AP 00364224	11/25/2015	RANCHO REGIONAL VETERINARY HOSPITAL INC	474.81	0.00	474.81
AP 00364225	11/25/2015	RIGELMAN, ENCARNACION ONTIVEROS	60.00	0.00	60.00
AP 00364226	11/25/2015	ROTH, MICHELLE	300.00	0.00	300.00
AP 00364227	11/25/2015	SAFeway SIGN COMPANY	2,176.09	0.00	2,176.09
AP 00364228	11/25/2015	SAN ANTONIO HOSPITAL FOUNDATION	3,716.00	0.00	3,716.00
AP 00364229	11/25/2015	SAN BERNARDINO COUNTY SHERIFFS DEPT	242.28	0.00	242.28
AP 00364230	11/25/2015	SAN BERNARDINO, CITY OF	1,011.82	0.00	1,011.82
AP 00364231	11/25/2015	SARGENT TOWN PLANNING INC	179,279.09	0.00	179,279.09
AP 00364232	11/25/2015	SBPEA	1,043.54	0.00	1,043.54
AP 00364233	11/25/2015	SC FUELS	18,092.42	5,817.30	23,909.72 ***
AP 00364234	11/25/2015	SENECHAL, CALVIN	445.20	0.00	445.20
AP 00364235	11/25/2015	SEXTON, SHEILA	5.00	0.00	5.00
AP 00364236	11/25/2015	SHERIFFS COURT SERVICES	296.59	0.00	296.59

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AP 00364237	11/25/2015	SHERIFFS COURT SERVICES	93.38	0.00	93.38
AP 00364238	11/25/2015	SHERIFFS COURT SERVICES	200.00	0.00	200.00
AP 00364239	11/25/2015	SIEMENS INDUSTRY INC	45,412.57	0.00	45,412.57
AP 00364240	11/25/2015	SMITH, JAYMI LEE	833.00	0.00	833.00
AP 00364241	11/25/2015	SO CAL SANDBAGS	3,240.00	0.00	3,240.00
AP 00364242	11/25/2015	SO CALIF GAS COMPANY	20.36	449.74	470.10 ***
AP 00364243	11/25/2015	SOUTHERN CALIF FLEET SERVICES INC	0.00	1,869.35	1,869.35
AP 00364245	11/25/2015	SOUTHERN CALIFORNIA EDISON	12,939.60	0.00	12,939.60
AP 00364246	11/25/2015	ST GEORGE GROUPE INC	3,873.67	0.00	3,873.67
AP 00364247	11/25/2015	STOTZ EQUIPMENT	158.59	0.00	158.59
AP 00364248	11/25/2015	SUNGARD PUBLIC SECTOR USER GROUP ASSOC INC	195.00	0.00	195.00
AP 00364249	11/25/2015	TERRA VISTA ANIMAL HOSPITAL	50.00	0.00	50.00
AP 00364250	11/25/2015	THE COUNSELING TEAM INTERNATIONAL	0.00	600.00	600.00
AP 00364251	11/25/2015	TRACEY, VAL	375.00	0.00	375.00
AP 00364252	11/25/2015	TRAK ENGINEERING INC	2,381.45	0.00	2,381.45
AP 00364253	11/25/2015	UNITED PACIFIC SERVICES INC	20,882.00	0.00	20,882.00
AP 00364254	11/25/2015	UNITED ROTARY BRUSH CORPORATION	687.69	0.00	687.69
AP 00364255	11/25/2015	UNITED SCENIC ARTISTS PENSION AND WELFARE FU	600.00	0.00	600.00
AP 00364256	11/25/2015	UNITED SITE SERVICES OF CA INC	225.91	0.00	225.91
AP 00364257	11/25/2015	UNITED WAY	157.00	0.00	157.00
AP 00364258	11/25/2015	UPS	321.69	0.00	321.69
AP 00364259	11/25/2015	UTILIQUEST	814.90	0.00	814.90
AP 00364260	11/25/2015	VCA CENTRAL ANIMAL HOSPITAL	50.97	0.00	50.97
AP 00364261	11/25/2015	VECCHIO, TOM	229.00	0.00	229.00
AP 00364262	11/25/2015	VICTOR MEDICAL COMPANY	164.47	0.00	164.47
AP 00364263	11/25/2015	VICTORIA ANIMAL HOSPITAL	325.00	0.00	325.00
AP 00364264	11/25/2015	VISION COMMUNICATIONS CO	360.00	0.00	360.00
AP 00364265	11/25/2015	VORTEX INDUSTRIES INC	0.00	1,041.90	1,041.90
AP 00364266	11/25/2015	WAXIE SANITARY SUPPLY	2,949.87	1,818.12	4,767.99 ***
AP 00364267	11/25/2015	WESTRUX INTERNATIONAL INC	0.00	122.50	122.50
AP 00364268	11/25/2015	WRIGHT, CHRISTOPHER	42.59	0.00	42.59
AP 00364271	11/25/2015	XEROX CORPORATION	9,891.45	438.58	10,330.03 ***
AP 00364272	11/25/2015	XL STORAGE	895.00	0.00	895.00
AP 00364273	11/25/2015	ZEE MEDICAL INC	753.70	0.00	753.70
AP 00364274	11/25/2015	ZEP MANUFACTURING COMPANY	0.00	209.93	209.93
AP 00364275	11/25/2015	ABC LOCKSMITHS	917.62	0.00	917.62
AP 00364276	11/25/2015	AIRGAS USA LLC	359.86	0.00	359.86
AP 00364278	11/25/2015	C V W D	22,301.68	1,595.96	23,897.64 ***
AP 00364279	11/25/2015	CALSENSE	2,640.12	0.00	2,640.12
AP 00364280	11/25/2015	CITRUS MOTORS ONTARIO INC	0.00	1,060.35	1,060.35
AP 00364281	11/25/2015	DUNN EDWARDS CORPORATION	1,089.73	0.00	1,089.73
AP 00364282	11/25/2015	EMCOR SERVICE	25,529.18	0.00	25,529.18
AP 00364283	11/25/2015	EWING IRRIGATION PRODUCTS	762.23	0.00	762.23
AP 00364284	11/25/2015	FASTENAL COMPANY	6.05	0.00	6.05
AP 00364285	11/25/2015	HOLLIDAY ROCK CO INC	12,840.11	0.00	12,840.11
AP 00364286	11/25/2015	HYDRO SCAPE PRODUCTS INC	3,270.66	0.00	3,270.66
AP 00364287	11/25/2015	IMPERIAL SPRINKLER SUPPLY INC	2,408.93	0.00	2,408.93

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AP 00364288	11/25/2015	INTERSTATE BATTERIES	0.00	458.18	458.18
AP 00364289	11/25/2015	KME FIRE APPARATUS	0.00	546.26	546.26
AP 00364290	11/25/2015	LIMS AUTO INC	2,766.20	0.00	2,766.20
AP 00364291	11/25/2015	PENNY PLUMBING	855.67	0.00	855.67
AP 00364292	12/02/2015	35 DEZIGNZ	216.00	0.00	216.00
AP 00364293	12/02/2015	A AND R TIRE SERVICE	84.84	0.00	84.84
AP 00364294	12/02/2015	A&V SOFTBALL	7,938.00	0.00	7,938.00
AP 00364295	12/02/2015	ACEY DECY EQUIPMENT INC.	211.80	0.00	211.80
AP 00364296	12/02/2015	ADOBE ANIMAL HOSPITAL	350.00	0.00	350.00
AP 00364297	12/02/2015	AFSS	0.00	25.00	25.00
AP 00364298	12/02/2015	ALL CITIES TOOLS	0.00	25.00	25.00
AP 00364299	12/02/2015	ALLIED STORAGE CONTAINERS	0.00	75.60	75.60
AP 00364300	12/02/2015	ALPHAGRAPHS	22.68	0.00	22.68
AP 00364301	12/02/2015	ALTA LOMA ANIMAL HOSPITAL	1,000.00	0.00	1,000.00
AP 00364302	12/02/2015	ALTA RANCHO PET HOSPITAL	150.00	0.00	150.00
AP 00364303	12/02/2015	ARCHIBALD PET HOSPITAL	450.00	0.00	450.00
AP 00364304	12/02/2015	ARCHITERRA DESIGN GROUP	4,876.25	1,132.50	6,008.75 ***
AP 00364305	12/02/2015	ARENAS, HELEN	14.00	0.00	14.00
AP 00364306	12/02/2015	ASKARZOL, KHAN	7.98	0.00	7.98
AP 00364307	12/02/2015	AUFBAU CORPORATION	36,642.00	0.00	36,642.00
AP 00364308	12/02/2015	AUTO AND RV SPECIALISTS INC.	93.81	0.00	93.81
AP 00364309	12/02/2015	AYANTRA INC.	2,496.00	1,536.00	4,032.00 ***
AP 00364310	12/02/2015	BALL, ROBERT	0.00	32.92	32.92
AP 00364311	12/02/2015	BARNHART, BRIAN THOMAS	1,500.00	0.00	1,500.00
AP 00364312	12/02/2015	BARRAGAN, MARCOS	0.00	261.00	261.00
AP 00364313	12/02/2015	BASELINE ANIMAL HOSPITAL	900.00	0.00	900.00
AP 00364314	12/02/2015	BATTERY POWER INC	177.30	0.00	177.30
AP 00364315	12/02/2015	BEMBI, ARMIDA	102.00	0.00	102.00
AP 00364316	12/02/2015	BMP SOLUTIONS	4,690.00	0.00	4,690.00
AP 00364317	12/02/2015	BROWN, JENNIFER	15.00	0.00	15.00
AP 00364318	12/02/2015	CABLE INC.	589.50	0.00	589.50
AP 00364319	12/02/2015	CAL STATE SITE SERVICES	3,378.50	0.00	3,378.50
AP 00364320	12/02/2015	CALBO	210.00	0.00	210.00
AP 00364321	12/02/2015	CAMERON WELDING SUPPLY	59.67	0.00	59.67
AP 00364322	12/02/2015	CARQUEST AUTO PARTS	0.00	741.15	741.15
AP 00364323	12/02/2015	CCS ORANGE COUNTY JANITORIAL INC.	0.00	1,120.00	1,120.00
AP 00364324	12/02/2015	CDW GOVERNMENT INC.	2,491.37	0.00	2,491.37
AP 00364325	12/02/2015	CHAMPION AWARDS AND SPECIALTIES	48.60	0.00	48.60
AP 00364326	12/02/2015	CHARTER COMMUNICATIONS	0.00	818.53	818.53
AP 00364327	12/02/2015	CHINO MOWER AND ENGINE SERVICE	0.00	31.30	31.30
AP 00364328	12/02/2015	CLARK SEIF CLARK INC.	0.00	2,358.40	2,358.40
AP 00364329	12/02/2015	CLARKE PLUMBING SPECIALTIES INC.	1,309.26	0.00	1,309.26
AP 00364330	12/02/2015	CLIMATEC LLC	5,474.75	0.00	5,474.75
AP 00364331	12/02/2015	CLINE, LAURA	300.00	0.00	300.00
AP 00364332	12/02/2015	CONCEPT POWDER COATING	265.00	0.00	265.00
AP 00364333	12/02/2015	CONCEPTUAL SITE FURNISHINGS INC.	8,369.52	0.00	8,369.52
AP 00364334	12/02/2015	CRIME SCENE STERI-CLEAN LLC	540.00	0.00	540.00

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<u>Check No.</u>	<u>Check Date</u>	<u>Vendor Name</u>	<u>City</u>	<u>Fire</u>	<u>Amount</u>
AP 00364335	12/02/2015	CROP PRODUCTION SERVICES INC	25.02	0.00	25.02
AP 00364336	12/02/2015	D & D SERVICES INC.	1,290.00	0.00	1,290.00
AP 00364337	12/02/2015	D AND K CONCRETE COMPANY	1,369.98	0.00	1,369.98
AP 00364338	12/02/2015	DANIELS TIRE SERVICE	0.00	5,409.79	5,409.79
AP 00364339	12/02/2015	DEMCO INC	189.88	0.00	189.88
AP 00364340	12/02/2015	DEPARTMENT OF FORESTRY AND FIRE PROTECTION	0.00	456.96	456.96
AP 00364341	12/02/2015	DMV RENEWAL	0.00	25.00	25.00
AP 00364342	12/02/2015	DOWNEY, JENNIFER	10.67	0.00	10.67
AP 00364343	12/02/2015	DUMBELL MAN FITNESS EQUIPMENT, THE	0.00	300.00	300.00
AP 00364344	12/02/2015	DUNN, ANN MARIE	96.60	0.00	96.60
AP 00364345	12/02/2015	ENVIRONMENTAL RECOVERY SERVICES INC.	1,932.29	0.00	1,932.29
AP 00364346	12/02/2015	FACTORY MOTOR PARTS	0.00	664.25	664.25
AP 00364347	12/02/2015	FACTORY MOTOR PARTS	0.00	118.19	118.19
AP 00364348	12/02/2015	FAILSAFE TESTING	0.00	81.25	81.25
AP 00364349	12/02/2015	FEDERAL EXPRESS CORP	121.63	0.00	121.63
AP 00364350	12/02/2015	FIRST VETERINARY SUPPLY	2,016.52	0.00	2,016.52
AP 00364351	12/02/2015	FLEET SERVICES INC.	0.00	249.50	249.50
AP 00364352	12/02/2015	FRED PRYOR SEMINARS/CAREERTRACK	299.00	0.00	299.00
AP 00364353	12/02/2015	G AND M BUSINESS INTERIORS	0.00	2,993.11	2,993.11
AP 00364354	12/02/2015	G.T. ENGINEERING	0.00	837.00	837.00
AP 00364355	12/02/2015	GATEWAY PET CEMETERY AND CREMATORY	385.00	0.00	385.00
AP 00364356	12/02/2015	GONSALVES AND SON,JOE A	3,045.00	0.00	3,045.00
AP 00364357	12/02/2015	GOOD YEAR TIRE AND RUBBER CO.	945.13	0.00	945.13
AP 00364358	12/02/2015	GRAINGER	723.07	685.61	1,408.68 ***
AP 00364359	12/02/2015	GRAPHICS FACTORY INC.	1,780.70	0.00	1,780.70
AP 00364360	12/02/2015	GRAVES & KING LLP	271.33	0.00	271.33
AP 00364361	12/02/2015	GRAYBAR	832.57	0.00	832.57
AP 00364362	12/02/2015	GREEN ROCK POWER EQUIPMENT	745.15	0.00	745.15
AP 00364363	12/02/2015	GUERRERO, ALLENA	425.00	0.00	425.00
AP 00364364	12/02/2015	HASCO INTERNATIONAL INC.	48.51	0.00	48.51
AP 00364365	12/02/2015	HAWTHORNE LIFT SYSTEMS	1,029.20	0.00	1,029.20
AP 00364366	12/02/2015	HENRIKSON OWEN & ASSOC INC.	4,600.00	0.00	4,600.00
AP 00364367	12/02/2015	HENRY SCHEIN ANIMAL HEALTH SUPPLY	845.00	0.00	845.00
AP 00364368	12/02/2015	HF&H CONSULTANTS LLC	3,115.00	0.00	3,115.00
AP 00364369	12/02/2015	HI WAY SAFETY INC	6,758.23	0.00	6,758.23
AP 00364370	12/02/2015	HILL'S PET NUTRITION	3,847.53	0.00	3,847.53
AP 00364371	12/02/2015	HILLS PET NUTRITION SALES INC	3,424.79	0.00	3,424.79
AP 00364372	12/02/2015	HMC ARCHITECTS	0.00	65,069.72	65,069.72
AP 00364373	12/02/2015	HONGYAN, CHEN	2,369.60	110.00	2,479.60 ***
AP 00364374	12/02/2015	HOSE MAN INC	0.00	1,482.25	1,482.25
AP 00364375	12/02/2015	HOT SHOTS ATHLETIC APPAREL INC.	10,502.05	0.00	10,502.05
AP 00364376	12/02/2015	HOYT LUMBER CO., SM	0.00	40.74	40.74
AP 00364377	12/02/2015	HUMANE SOCIETY OF SAN BERNARDINO VALLEY INC	400.00	0.00	400.00
AP 00364378	12/02/2015	HUNTINGTON HARDWARE	761.37	0.00	761.37
AP 00364379	12/02/2015	IDEXX DISTRIBUTION INC	3,493.04	0.00	3,493.04
AP 00364380	12/02/2015	INLAND PACIFIC BALLET	40,000.00	0.00	40,000.00
AP 00364381	12/02/2015	INLAND VALLEY EMERGENCY PET CLINIC	84.50	0.00	84.50

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AP 00364382	12/02/2015	INTERVET INC	5,745.25	0.00	5,745.25
AP 00364383	12/02/2015	JACQUES, PAUL	1,800.00	0.00	1,800.00
AP 00364384	12/02/2015	JOHNSON MACHINERY COMPANY	0.00	12,254.51	12,254.51
AP 00364385	12/02/2015	JONES AND MAYER, LAW OFFICES OF	1,024.00	0.00	1,024.00
AP 00364386	12/02/2015	KEIM, BRENDEN	40.00	0.00	40.00
AP 00364387	12/02/2015	KONE INC	633.61	0.00	633.61
AP 00364388	12/02/2015	LIEBERT CASSIDY WHITMORE	3,898.30	2,094.50	5,992.80 ***
AP 00364389	12/02/2015	LITTLE BEAR PRODUCTIONS	895.00	0.00	895.00
AP 00364390	12/02/2015	MAIN STREET SIGNS	543.02	0.00	543.02
AP 00364391	12/02/2015	MANLEY, CARMINA	200.00	0.00	200.00
AP 00364392	12/02/2015	MARIPOSA LANDSCAPES INC	9,287.84	35.06	9,322.90 ***
AP 00364393	12/02/2015	MARY S ROBERTS SPAY/NEUTER CLINIC	100.00	0.00	100.00
AP 00364394	12/02/2015	MATERIAL SALES UNLIMITED	594.00	0.00	594.00
AP 00364395	12/02/2015	MCGILL, DAVID AND CARLA	15.00	0.00	15.00
AP 00364396	12/02/2015	MCMASTER CARR SUPPLY COMPANY	499.94	0.00	499.94
AP 00364397	12/02/2015	McROY, JANNA	500.00	0.00	500.00
AP 00364398	12/02/2015	MD ENERGY INC	22,044.60	0.00	22,044.60
AP 00364399	12/02/2015	MEDINA, BREANNA	0.00	322.91	322.91
AP 00364400	12/02/2015	MEDIWASTE DISPOSAL LLC	50.00	0.00	50.00
AP 00364401	12/02/2015	MEINEKE CAR CARE CENTER	2,782.21	0.00	2,782.21
AP 00364402	12/02/2015	MILLER, MELISSA K	17.28	0.00	17.28
AP 00364403	12/02/2015	MOLINA, DEBORAH	75.00	0.00	75.00
AP 00364404	12/02/2015	MOUNTAIN VIEW SMALL ENG REPAIR	148.30	0.00	148.30
AP 00364405	12/02/2015	MULLER, VIVIAN	359.00	0.00	359.00
AP 00364406	12/02/2015	NEXGEN	551.88	0.00	551.88
AP 00364407	12/02/2015	NOVARTIS ANIMAL HEALTH US INC	76.50	0.00	76.50
AP 00364408	12/02/2015	OCCUPATIONAL HEALTH CTRS OF CA	70.00	0.00	70.00
AP 00364410	12/02/2015	OFFICE DEPOT	3,413.06	158.76	3,571.82 ***
AP 00364411	12/02/2015	ONTARIO SPAY AND NEUTER INC	975.00	0.00	975.00
AP 00364412	12/02/2015	PERMACARD	3,162.35	0.00	3,162.35
AP 00364413	12/02/2015	PERSONAL BEST	2,146.43	0.00	2,146.43
AP 00364414	12/02/2015	PETES ROAD SERVICE INC	2,228.03	0.00	2,228.03
AP 00364415	12/02/2015	POMONA VALLEY VETERINARY HOSPITAL	25.00	0.00	25.00
AP 00364416	12/02/2015	PRO SALES GROUP INC	1,467.40	0.00	1,467.40
AP 00364417	12/02/2015	R C EMPLOYEE ACTIVITIES COMMITTEE	17,000.00	0.00	17,000.00
AP 00364418	12/02/2015	RANCHO SMOG CENTER	70.00	0.00	70.00
AP 00364419	12/02/2015	REGENCY ENTERPRISES INC	1,451.52	0.00	1,451.52
AP 00364420	12/02/2015	RICHARD HEATH AND ASSOCIATES	2,382.10	0.00	2,382.10
AP 00364421	12/02/2015	RICHARDS WATSON AND GERSHON	0.00	3,462.50	3,462.50
AP 00364422	12/02/2015	ROBLES, RAUL P	80.00	0.00	80.00
AP 00364423	12/02/2015	RODRIGUEZ INC, RY	1,435.35	0.00	1,435.35
AP 00364424	12/02/2015	SALLEY, BRET	0.00	36.31	36.31
AP 00364425	12/02/2015	SAN BERNARDINO COUNTY REGISTRAR OF VOTERS	20.00	0.00	20.00
AP 00364426	12/02/2015	SCHOOL, DENISE	0.00	232.89	232.89
AP 00364427	12/02/2015	SIEMENS INDUSTRY INC	44,532.63	0.00	44,532.63
AP 00364428	12/02/2015	SIGN SHOP, THE	0.00	364.50	364.50
AP 00364429	12/02/2015	SITONE LANDSCAPE SUPPLY LLC	3,519.41	0.00	3,519.41

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AP 00364430	12/02/2015	SMARTLITE	150.00	0.00	150.00
AP 00364431	12/02/2015	SO CALIF GAS COMPANY	7,770.81	397.67	8,168.48 ***
AP 00364432	12/02/2015	SOLAR CITY CORPORATION	202,825.31	19,947.14	222,772.45 ***
AP 00364433	12/02/2015	SOLIS, MELISSA	277.80	0.00	277.80
AP 00364440	12/02/2015	SOUTHERN CALIFORNIA EDISON	19,977.74	5,689.21	25,666.95 ***
AP 00364441	12/02/2015	SOUTHERN CALIFORNIA LAUNDRY CO LLC	34,502.24	0.00	34,502.24
AP 00364442	12/02/2015	SOUTHLAND SPORTS OFFICIALS	460.00	0.00	460.00
AP 00364443	12/02/2015	SOUTHWEST MOBILE STORAGE INC	307.80	0.00	307.80
AP 00364444	12/02/2015	ST GEORGE GROUPE INC	2,258.48	0.00	2,258.48
AP 00364445	12/02/2015	STEUER, MARK A	2,051.00	0.00	2,051.00
AP 00364446	12/02/2015	STOTZ EQUIPMENT	652.13	0.00	652.13
AP 00364447	12/02/2015	SYSCO LOS ANGELES INC	526.42	0.00	526.42
AP 00364448	12/02/2015	TERRA VISTA ANIMAL HOSPITAL	50.00	0.00	50.00
AP 00364449	12/02/2015	TERRY M HILL & ASSOCIATES INC	7,500.00	0.00	7,500.00
AP 00364450	12/02/2015	TESSIER, JEAN YVES	1,800.00	0.00	1,800.00
AP 00364451	12/02/2015	TOTAL IMAGING SOLUTIONS	935.00	0.00	935.00
AP 00364452	12/02/2015	TOWN AND COUNTRY GOLF CARS	36,456.48	0.00	36,456.48
AP 00364453	12/02/2015	TRANS WEST TRUCK CENTER	49.29	0.00	49.29
AP 00364454	12/02/2015	TRIMMER, PATRICIA A	500.00	0.00	500.00
AP 00364455	12/02/2015	U.S. BANK PARS ACCT #6746022500	14,873.60	0.00	14,873.60
AP 00364456	12/02/2015	U.S. BANK PARS ACCT #6746022500	963.91	0.00	963.91
AP 00364457	12/02/2015	UNDERGROUND SVC ALERT OF SO CAL	243.00	0.00	243.00
AP 00364458	12/02/2015	UNITED PACIFIC SERVICES INC	9,764.00	0.00	9,764.00
AP 00364459	12/02/2015	UPS	37.88	0.00	37.88
AP 00364460	12/02/2015	URBAN LAND INSTITUTE	440.00	0.00	440.00
AP 00364461	12/02/2015	VALLEY POWER SYSTEMS INC	656.33	0.00	656.33
AP 00364462	12/02/2015	VAN SCOYOC ASSOCIATES INC	8,000.00	0.00	8,000.00
AP 00364463	12/02/2015	VCA CENTRAL ANIMAL HOSPITAL	57.23	0.00	57.23
AP 00364465	12/02/2015	VERIZON CALIFORNIA	7,289.37	1,740.15	9,029.52 ***
AP 00364466	12/02/2015	VICTOR MEDICAL COMPANY	9,339.09	0.00	9,339.09
AP 00364467	12/02/2015	VILLAGE NURSERIES WHOLESAL LP	1,129.51	0.00	1,129.51
AP 00364468	12/02/2015	VORTEX INDUSTRIES INC	1,768.11	0.00	1,768.11
AP 00364469	12/02/2015	WAXIE SANITARY SUPPLY	2,184.99	0.00	2,184.99
AP 00364470	12/02/2015	WEST END MATERIAL SUPPLY	0.00	57.68	57.68
AP 00364471	12/02/2015	WESTERN UNIVERSITY OF HEALTH SCIENCE	785.00	0.00	785.00
AP 00364472	12/02/2015	WHALEY, DANIELLE	350.00	0.00	350.00
AP 00364473	12/02/2015	WHITTIER FERTILIZER	1,474.20	0.00	1,474.20
AP 00364474	12/02/2015	WHITTLE, LINDA	174.00	0.00	174.00
AP 00364475	12/02/2015	WILSON AND BELL	627.05	0.00	627.05
AP 00364476	12/02/2015	WINZER CORPORATION	0.00	597.02	597.02
AP 00364477	12/02/2015	WIRZ AND COMPANY	537.62	0.00	537.62
AP 00364478	12/02/2015	ZOETIS US LLC	1,124.17	0.00	1,124.17
AP 00364484	12/03/2015	BRODART BOOKS	9,876.45	0.00	9,876.45
AP 00364486	12/03/2015	C V W D	19,310.86	972.39	20,283.25 ***
AP 00364487	12/03/2015	CITRUS MOTORS ONTARIO INC	7,437.32	0.00	7,437.32
AP 00364488	12/03/2015	EWING IRRIGATION PRODUCTS	606.88	0.00	606.88
AP 00364489	12/03/2015	HOLLIDAY ROCK CO INC	1,970.79	0.00	1,970.79

CITY OF RANCHO CUCAMONGA  
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Agenda Check Register

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<u>Check No.</u>	<u>Check Date</u>	<u>Vendor Name</u>	<u>City</u>	<u>Fire</u>	<u>Amount</u>
AP 00364490	12/03/2015	HYDRO SCAPE PRODUCTS INC	1,413.27	0.00	1,413.27
AP 00364491	12/03/2015	INLAND VALLEY DAILY BULLETIN	980.00	0.00	980.00
AP 00364492	12/03/2015	KME FIRE APPARATUS	0.00	1,623.56	1,623.56
AP 00364493	12/03/2015	LANDCARE	46,883.79	0.00	46,883.79
AP 00364494	12/03/2015	LIMS AUTO INC	3,691.16	0.00	3,691.16
AP 00364495	12/03/2015	ORKIN PEST CONTROL	68.00	129.00	197.00 ***
AP 00364496	12/03/2015	SUNRISE FORD	65.24	0.00	65.24
AP 00364497	12/03/2015	UNIFIRST UNIFORM SERVICE	0.00	77.17	77.17
AP 00364498	12/03/2015	VISTA PAINT	967.91	0.00	967.91
			<b>Total City:</b>	<b>\$4,389,383.86</b>	
			<b>Total Fire:</b>	<b>\$237,476.25</b>	
			<b>Grand Total:</b>	<b>\$4,626,860.11</b>	

Note:

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

**CITY OF RANCHO CUCAMONGA  
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**Electronic Debit Register**

**November 1, 2015 - November 30, 2015**

<u>DATE</u>	<u>DESCRIPTION</u>	<u>CITY</u>	<u>FIRE</u>	<u>AMOUNT</u>
11/25	CALPERS - City - Retirement Account Deposit	198,344.93		198,344.93
11/25	Workers Comp - City Account Transfer	3,088.27		3,088.27
11/25	Workers Comp - Fire Account Transfer		229.08	229.08
11/27	CALPERS - Fire - Retirement Account Deposit		814.58	814.58
11/27	CALPERS - Fire - Retirement Account Deposit		1,291.35	1,291.35
11/27	CALPERS - Fire - Retirement Account Deposit		3,735.78	3,735.78
11/27	CALPERS - Fire - Retirement Account Deposit		4,865.55	4,865.55
11/27	CALPERS - Fire - Retirement Account Deposit		7,566.69	7,566.69
11/27	CALPERS - Fire - Retirement Account Deposit		105,813.29	105,813.29
11/27	Workers Comp - City Account Transfer	361.20		361.20
11/27	Workers Comp - Fire Account Transfer		8,744.10	8,744.10
11/30	Workers Comp - City Account Transfer	1,336.62		1,336.62
11/30	Workers Comp - Fire Account Transfer		825.20	825.20

Total City	\$ 583,235.26
Total Fire	\$ 308,492.08
<b>GRAND TOTAL</b>	<b><u>\$ 891,727.34</u></b>

**CITY OF RANCHO CUCAMONGA  
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**Electronic Debit Register**

**November 1, 2015 - November 30, 2015**

<u>DATE</u>	<u>DESCRIPTION</u>	<u>CITY</u>	<u>FIRE</u>	<u>AMOUNT</u>
11/2	Workers Comp - City Account Transfer	933.06		933.06
11/2	Workers Comp - Fire Account Transfer		159.00	159.00
11/3	AUTHNET GATEWAY BILLING CCD 41443480	52.35		52.35
11/3	Workers Comp - City Account Transfer	432.99		432.99
11/3	Workers Comp - Fire Account Transfer		2,434.83	2,434.83
11/4	Workers Comp - Fire Account Transfer		3,359.12	3,359.12
11/5	CALPERS - City - Retirement Account Deposit	1,373.96		1,373.96
11/5	CALPERS - City - Retirement Account Deposit	9,754.90		9,754.90
11/5	Workers Comp - City Account Transfer	3,866.81		3,866.81
11/5	Workers Comp - Fire Account Transfer		430.65	430.65
11/6	Workers Comp - City Account Transfer	11,004.59		11,004.59
11/6	Workers Comp - Fire Account Transfer		5,070.16	5,070.16
11/9	BANK TRANSFER - Community Foundation for Golf Tournament	4,010.00		4,010.00
11/9	WIRE TRANSFER - To California ISO	57,675.13		57,675.13
11/9	Workers Comp - City Account Transfer	1,347.38		1,347.38
11/9	Workers Comp - Fire Account Transfer		7,282.59	7,282.59
11/10	Workers Comp - City Account Transfer	1,248.62		1,248.62
11/10	Workers Comp - Fire Account Transfer		2,422.83	2,422.83
11/12	CALPERS - City - Retirement Account Deposit	21,893.93		21,893.93
11/12	CALPERS - City - Retirement Account Deposit	198,218.34		198,218.34
11/12	CALPERS - Fire - Retirement Account Deposit		815.68	815.68
11/12	CALPERS - Fire - Retirement Account Deposit		1,291.35	1,291.35
11/12	CALPERS - Fire - Retirement Account Deposit		3,735.78	3,735.78
11/12	CALPERS - Fire - Retirement Account Deposit		4,865.55	4,865.55
11/12	CALPERS - Fire - Retirement Account Deposit		7,566.69	7,566.69
11/12	CALPERS - Fire - Retirement Account Deposit		105,768.23	105,768.23
11/12	STATE DISBURSEMENT UNIT - Child Support Payments	2,132.23		2,132.23
11/12	STATE DISBURSEMENT UNIT - Child Support Payments		3,582.31	3,582.31
11/12	Workers Comp - City Account Transfer	1,393.70		1,393.70
11/12	Workers Comp - Fire Account Transfer		524.19	524.19
11/13	Workers Comp - City Account Transfer	3,584.48		3,584.48
11/13	Workers Comp - Fire Account Transfer		114.66	114.66
11/16	Workers Comp - City Account Transfer	582.85		582.85
11/16	Workers Comp - Fire Account Transfer		26.78	26.78
11/18	CCV ORDER 353368 DEL 151119 LOC 0000001S	500.00		500.00
11/18	Workers Comp - City Account Transfer	382.53		382.53
11/19	Workers Comp - City Account Transfer	24.66		24.66
11/19	Workers Comp - Fire Account Transfer		2,170.38	2,170.38
11/20	Workers Comp - City Account Transfer	3,875.54		3,875.54
11/20	Workers Comp - Fire Account Transfer		2,265.00	2,265.00
11/23	Workers Comp - City Account Transfer	1,219.38		1,219.38
11/23	Workers Comp - Fire Account Transfer		471.72	471.72
11/24	STATE DISBURSEMENT UNIT - Child Support Payments	2,132.23		2,132.23
11/24	STATE DISBURSEMENT UNIT - Child Support Payments		4,345.80	4,345.80
11/24	WIRE TRANSFER - To California ISO	3,396.55		3,396.55
11/24	Workers Comp - City Account Transfer	3,065.90		3,065.90
11/24	Workers Comp - Fire Account Transfer		15,903.16	15,903.16
11/25	ANALYSIS DEFICIT - Bank Fee - October 2015	23,432.81		23,432.81
11/25	CALPERS - City - Retirement Account Deposit	22,569.32		22,569.32

# MEMORANDUM

CITY MANAGER'S OFFICE



**Date:** December 16, 2015

**To:** Mayor and Members of the City Council

**From:** John R. Gillison, City Manager

**By:** Breanna L. Medina, Emergency Management Coordinator

**Subject:** **CONTINUATION OF RESOLUTION NO. 15-093, PROCLAIMING THE EXISTENCE OF A LOCAL DROUGHT EMERGENCY UNDER GOVERNMENT CODE SECTION 8630 AND RANCHO CUCAMONGA MUNICIPAL CODE SECTION 2.36**

## Recommendation

Continue Resolution No. 15-093 proclaiming the existence of a Local Drought Emergency under Government Code Section 8630 and Rancho Cucamonga Municipal Code Section 2.36.

## Background

On January 17, 2014, the Governor proclaimed a state of emergency due to current drought conditions. On April 1, 2015, the Governor also issued Executive Order B-29-15 which directed expedited actions to reduce the harmful impacts from water shortages and other impacts of the drought. The Governor's proclamation called upon local water suppliers and municipalities to implement water shortage contingency plans immediately in order to avoid or forestall outright restrictions that could become necessary later in the drought season. In response to these actions, on May 12, 2015 the Cucamonga Valley Water District declared a Stage 6 - Severe Water Emergency in Resolution No. 2015-5-3. Cucamonga Valley Water District has declared a Stage 6 - Severe Water Emergency in order to achieve a 35% reduction in potable water as part of the mandate for a total statewide reduction as outlined by the State Water Resources Control Board. As a customer of the Cucamonga Valley Water District, the City of Rancho Cucamonga will need to enact emergency measures through ordinance and other operational and administrative actions in order to meet these executive orders and mandated conservation numbers.

Additionally, the existing drought conditions exacerbate already perilous fire conditions in the northern portions of the wild land urban interface of the City of Rancho Cucamonga and increase the risk of flash floods due to soil conditions. These conditions are likely to be beyond the services, equipment, personnel and fiscal resources of the City of Rancho Cucamonga. Continuation of this local drought emergency will allow the Director of Emergency Services (City Manager) to continue to exercise the powers, functions, and duties of the emergency organization of the City prescribed by state law, ordinances, and resolutions existing and passed in conjunction with this emergency.

Respectfully submitted,

John R. Gillison  
City Manager

# STAFF REPORT

RANCHO CUCAMONGA FIRE PROTECTION DISTRICT



**Date:** December 16, 2015  
**To:** Mayor and Members of the City Council  
John R. Gillison, City Manager  
**From:** Mike Costello, Fire Chief  
**By:** Breanna Medina, Emergency Management Coordinator  
**Subject:** **AUTHORIZATION TO APPROPRIATE \$10,000 INTO ACCOUNT 1380501-5152 (SOFTWARE) FOR THE PURCHASE OF WEBEOC INCIDENT MANAGEMENT SOFTWARE MODULES AND \$20,623 INTO ACCOUNT 1380501-5603 (CAPITAL EQUIPMENT) FOR THE PURCHASE OF HAZMAT DETECTION EQUIPMENT TO BE REIMBURSED BY THE FY2014 HOMELAND SECURITY GRANT**

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## RECOMMENDATION

Authorize appropriation of \$10,000 into account 1380501-5152 (Software), for the purchase of WebEOC Incident Management Software and \$20,623 into account 1380501-5603 (Capital Equipment) for the purchase of HazMat equipment.

## BACKGROUND

The FY2014 Homeland Security Grant contained a non-competitive portion of funding designated for each Fire Department/District in the San Bernardino County Operational Area. The funds allocated to the Rancho Cucamonga Fire Protection District have been designated for the purchase of WebEOC Incident Management Software modules to enhance existing software implementation as well as the purchase of HazMat detection equipment to enhance emergency response. These funds are 100% reimbursable to the Fire Protection District through the FY2014 Homeland Security Grant.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mike Costello", is positioned above the typed name.

Mike Costello  
Fire Chief

# STAFF REPORT

PUBLIC WORKS SERVICES DEPARTMENT



**Date:** December 16, 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  
Kenneth Fung, Assistant Engineer

**Subject:** CONSIDERATION TO ACCEPT THE ILLUMINATED STREET NAME SIGN REPLACEMENT – FY 13/14 PROJECT, CONTRACT NO. 14-151 AS COMPLETE, RELEASE THE FAITHFUL PERFORMANCE BOND; ACCEPT A MAINTENANCE BOND; AUTHORIZE THE RELEASE OF THE LABOR AND MATERIALS BOND; APPROVE A RESOLUTION AUTHORIZING THE PUBLIC WORKS SERVICES DIRECTOR TO FILE A NOTICE OF COMPLETION, RELEASE THE RETENTION 35 DAYS AFTER ACCEPTANCE AND APPROVE THE FINAL CONTRACT AMOUNT OF \$87,008.11

## RECOMMENDATION

It is recommended that the City Council accept the Illuminated Street Name Sign Replacement – FY 13/14 Project, Contract No. 14-151 as complete, release the Faithful Performance Bond, accept a Maintenance Bond, authorize the release of the Labor and Materials Bond in the amount of \$87,008.11 six months after the recordation of said notice if no claims have been received, authorize the release of the retention in the amount of \$4,350.41, 35 days after acceptance; and approve the final contract amount of 87,008.11.

## BACKGROUND/ANALYSIS

The subject project has been completed in accordance with the approved plans and specifications and to the satisfaction of the Public Works Services Director.

The Illuminated Street Name Sign Replacement – FY 13/14 Project scope of work consisted of retrofitting illuminated street name signs with energy efficient LED lighting, replacing damaged signs and/or individual sign panels and the relocation of existing illuminated street name signs from mast arm mounting to a wind resistant horizontal davit arm mounting.

Pertinent information of the project is as follows:

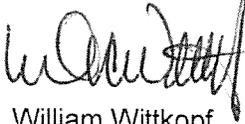
- Budgeted Amount: \$100,00.00
- Account Numbers: 1170303-5300
- Engineer's Estimate: \$90,000.00
- City Council Approval to Advertise: March 19, 2014
- Publish dates for local paper: March 25, 2014  
April 1, 2014
- Bid Opening: April 22, 2014
- Contract Award Date: May 21, 2014

CITY COUNCIL STAFF REPORT  
ILLUMINATED STREET NAME SIGN REPLACEMENT – FY 13/14 PROJECT NOTICE OF  
COMPLETION  
DECEMBER 16, 2015  
PAGE 2

➤ Low Bidder:	Aegis ITS, Inc. of Anaheim
➤ Contract Amount:	\$87,008.11
➤ 15% Contingency:	\$12,991.89
➤ Final Contract Amount:	\$87,008.11
➤ Difference in Contract Amount:	\$0.00 (0.00%)

This project had no Contract Change Orders.

Respectfully submitted,



William Wittkopf  
Public Works Services Director

Attachment

## RESOLUTION NO. 15-213

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA, ACCEPTING THE ILLUMINATED STREET NAME SIGN REPLACEMENT – FY 13/14 PROJECT, CONTRACT NO. 14-151 AND AUTHORIZING THE FILING OF A NOTICE OF COMPLETION FOR THE WORK

WHEREAS, the Illuminated Street Name Sign Replacement-FY 13/14 Project, Contract No. 14-151, has been completed to the satisfaction of the Public Works Services Director; and

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

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

# STAFF REPORT

PUBLIC WORKS SERVICES DEPARTMENT



**Date:** December 16, 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  
Kenneth Fung, Assistant Engineer

**Subject:** CONSIDERATION TO ACCEPT THE DEPARTMENT OF INNOVATION AND TECHNOLOGY (DoIT) TENANT IMPROVEMENT PROJECT, CONTRACT NO. 15-149 AS COMPLETE, RELEASE THE FAITHFUL PERFORMANCE BOND; ACCEPT A MAINTENANCE BOND; AUTHORIZE THE RELEASE OF THE LABOR AND MATERIALS BOND; APPROVE A RESOLUTION AUTHORIZING THE PUBLIC WORKS SERVICES DIRECTOR TO FILE A NOTICE OF COMPLETION, RELEASE THE RETENTION 35 DAYS AFTER ACCEPTANCE AND APPROVE THE FINAL CONTRACT AMOUNT OF \$81,550.88

## RECOMMENDATION

It is recommended that the City Council accept the Department of Innovation and Technology (DoIT) Tenant Improvement Project, Contract No. 15-149, as complete, release the Faithful Performance Bond, accept a Maintenance Bond, authorize the release of the Labor and Materials Bond in the amount of \$85,000 six months after the recordation of said notice if no claims have been received, authorize the release of the retention in the amount of \$4,077.54, 35 days after acceptance; and approve the final contract amount of \$81,550.88.

## BACKGROUND/ANALYSIS

The subject project has been completed in accordance with the approved plans and specifications and to the satisfaction of the Public Works Services Director.

The Department of Innovation and Technology (DoIT) Tenant Improvement Project scope of work consisted of the demolition of the existing improvements and upgrading of the electrical distribution, communication, heating, ventilation and cooling systems, the relocation of light fixtures, the removal and replacement of ceiling tiles and carpeting, the construction of several new walls, drywall repair, and the application of fresh paint.

Pertinent information of the project is as follows:

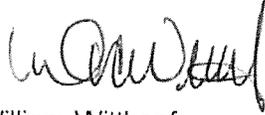
- Budgeted Amount: \$93,000
- Account Numbers: 1025001-5602
- Engineer's Estimate: \$95,000
- City Council Approval to Advertise: July 1, 2015
- Publish dates for local paper: July 7, 2015  
July 14, 2015

DoIT TENANT IMPROVEMENT PROJECT NOTICE OF COMPLETION  
DECEMBER 2, 2015  
PAGE 2

➤ Bid Opening:	August 4, 2015
➤ Contract Award Date:	August 19, 2015
➤ Low Bidder:	St. George Construction of Corona
➤ Contract Amount:	\$85,000
➤ 10% Contingency:	\$8,500
➤ Final Contract Amount:	\$81,550.88
➤ Difference in Contract Amount:	-\$3,449.12 (-4.06%)

There were two (2) Contract Change Orders. Contract Change Order 01 was a credit due to the City revising the fire sprinkler system and ordering a custom door/frame for the tech room instead of the contractor. Contract Change Order 02 was for a series of additional work and bid item deletions.

Respectfully submitted,



William Wittkopf  
Public Works Services Director

Attachment

## RESOLUTION NO. 15-214

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA, ACCEPTING THE DEPARTMENT OF INNOVATION AND TECHNOLOGY (DoIT) TENANT IMPROVEMENT PROJECT, CONTRACT NO. 15-149 AND AUTHORIZING THE FILING OF A NOTICE OF COMPLETION FOR THE WORK

WHEREAS, the Department of Innovation and Technology (DoIT) Tenant Improvement Project, Contract No. 15-149, has been completed to the satisfaction of the Public Works Services Director; and

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

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

# STAFF REPORT

PUBLIC WORKS SERVICES DEPARTMENT



**Date:** December 16, 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  
Kenneth Fung, Assistant Engineer

**Subject:** CONSIDERATION TO APPROVE PLANS AND SPECIFICATIONS FOR THE CONSTRUCTION OF A FAMILY RESTROOM AT LOANMART STADIUM AT THE EPICENTER PROJECT AND AUTHORIZE THE CITY CLERK TO ADVERTISE THE "NOTICE INVITING BIDS", TO BE FUNDED FROM ACCOUNT 1120401-5650/191120-0 (PARK DEVELOPMENT)

## RECOMMENDATION

Staff recommends the City Council approve the plans and specifications for the Construction of a Family Restroom at LoanMart Stadium at the Epicenter Project and approve the attached resolution authorizing the City Clerk to advertise the "Notice Inviting Bids"; to be funded from account 1120401-5650/191120-0 (Park Development).

## BACKGROUND/ANALYSIS

The City is proposing the construction of a family restroom at LoanMart Stadium at the Epicenter in response to customer requests and based on a federal mandate. The family restroom will be constructed along the first base side between the existing women and men's restroom.

Legal advertising is scheduled for December 22, 2015 and December 29, 2015 with a bid opening at 2:00 p.m. on Tuesday, January 12, 2016 unless extended by Addenda. A mandatory pre-bid job walk is scheduled at 10:00 a.m. on Monday, January 4, 2016. Staff anticipates awarding a contract on January 20, 2016.

Respectfully submitted,

William Wittkopf  
Public Works Services Director

WW:TQ/kf

Attachment: Resolution

## RESOLUTION NO. 15-215

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA APPROVING PLANS AND SPECIFICATIONS FOR THE CONSTRUCTION OF A FAMILY RESTROOM AT LOANMART STADIUM AT THE EPICENTER PROJECT 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 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 "CONSTRUCTION OF FAMILY RESTROOM AT LOANMART STADIUM AT THE EPICENTER PROJECT"

**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 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, January 12, 2015, sealed bids or proposals for the "CONSTRUCTION OF FAMILY RESTROOM AT LOANMART STADIUM AT THE EPICENTER PROJECT" 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 the "CONSTRUCTION OF FAMILY RESTROOM AT LOANMART STADIUM AT THE EPICENTER PROJECT"

**A mandatory Pre-Bid meeting and site tour will be held on Monday, January 4, 2016, beginning at 10:00 a.m. Refer to Item "O. Pre-Bid Meeting" of the "Instructions to Bidders" of the bid documents for approximate directions. Attendees are required to sign in at the Pre-Bid meeting. Bids from companies that did not have a representative sign in at the Pre-Bid meeting will be rejected.**

**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.

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 apprenticeship 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 shall forfeit, as a penalty to the City of Rancho Cucamonga, twenty-five dollars (\$25.00) for each laborer, workman, or mechanic employed in the execution of the contract, by him or any subcontractor under him, upon any of the work herein before mentioned, for each calendar day during which said laborer, workman, or mechanic is required or permitted to labor more than eight (8) hours in violation of said Labor Code.

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 "B" (General Building Contractor) 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 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 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 "CONSTRUCTION OF FAMILY RESTROOM AT LOANMART STADIUM AT THE EPICENTER PROJECT" may be directed to:

Kenneth Fung  
Assistant Engineer  
8794 Lion St.  
Rancho Cucamonga, CA 91730  
(909) 477-2730 ext. 4139  
(e-mail at [Kenneth.Fung@cityofrc.us](mailto:Kenneth.Fung@cityofrc.us))

**All questions regarding this Notice Inviting Bids must be in writing (e-mail is acceptable) and received by the City no later than 12:00 pm on Wednesday, January 6, 2016. The City is not responsible for questions undeliverable.**

ADVERTISE ON: December 22, 2015 and December 29, 2015



# STAFF REPORT

ENGINEERING SERVICES DEPARTMENT

**Date:** December 16, 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:** Carlo Cambare, Engineering Technician

**Subject:** CONSIDERATION OF APPROVAL OF IMPROVEMENT AGREEMENT EXTENSION FOR TRACT 16226-2, LOCATED NORTH OF DAY CREEK BOULEVARD AND WEST OF ETIWANDA AVENUE, SUBMITTED BY BMC RANCHO ETIWANDA, LLC

## RECOMMENDATION

It is recommended that City Council adopt the attached resolution accepting the subject agreement extension and security and authorizing the Mayor and City Clerk to sign said agreement.

## BACKGROUND/ANALYSIS

Improvement Agreement and Improvement Security to guarantee the construction of the public improvements for Tract 16226-2 were approved by the City Council on December 16, 2015, in the following amounts:

Faithful Performance Bond:	\$	524,500.00
Labor and Material Bond:	\$	524,500.00
Monumentation Cash Deposit	\$	8,026.00

Due to unforeseen delays, which have now been resolved, commencement of the development could not have occurred as anticipated.

Residential development

No. of lots: 95

Estimated percentage of completed public improvements: 45%

No. of occupied lots: 0

No. of lot currently in construction: 14

Copies of the Improvement Agreement Extension are available in the City Clerk's office.

Respectfully submitted,

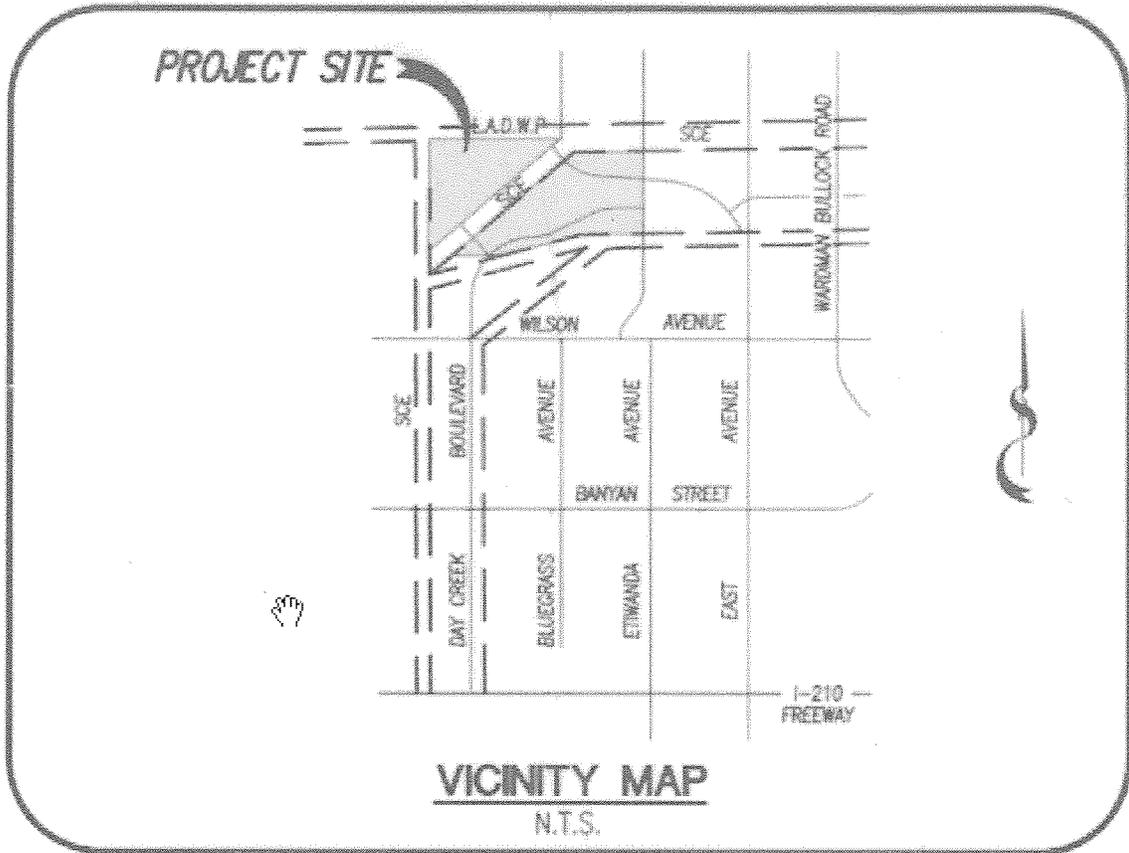
Mark A. Steuer  
Director of Engineering Services/City Engineer

MAS:CC/rif

Attachment

# VICINITY MAP

TR 16226-2



**RESOLUTION NO. 15-216****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA, APPROVING IMPROVEMENT AGREEMENT EXTENSION AND IMPROVEMENT SECURITY FOR TRACT 16226-2**

**WHEREAS**, the City Council of the City of Rancho Cucamonga, California, has for its consideration an Improvement Agreement Extension executed on December 16, 2015, by BMC Rancho Etiwanda, LLC, as developer, for the improvement of public right-of-way adjacent to the real property specifically described therein, and generally located north of Day Creek Boulevard, west of Etiwanda Avenue; and

**WHEREAS**, the installation of such improvements, described in said Improvement Agreement and subject to the terms thereof, is to be done in conjunction with the development of said Tract 16226-2; and

**WHEREAS**, said Improvement Agreement Extension is secured and accompanied by good and sufficient Improvement Security, which is identified in said Improvement Agreement Extension.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, HEREBY RESOLVES**, that said Improvement Agreement Extension and said Improvement Security be and the same are hereby approved and the Mayor is hereby authorized to sign said Improvement Agreement Extension on behalf of the City of Rancho Cucamonga, and the City Clerk to attest thereto.



# STAFF REPORT

ENGINEERING SERVICES DEPARTMENT

**Date:** December 16, 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:** Carlo Cambare, Engineering Technician  
**Subject:** CONSIDERATION OF APPROVAL OF IMPROVEMENT AGREEMENT EXTENSION FOR TRACT 18034, LOCATED ON THE SOUTHWEST CORNER OF CHICKASAW ROAD AND EAST AVENUE, SUBMITTED BY RC PROJ. 1, LLC

## RECOMMENDATION

It is recommended that City Council adopt the attached resolution accepting the subject agreement extension and security and authorizing the Mayor and City Clerk to sign said agreement.

## BACKGROUND/ANALYSIS

Improvement Agreement and Improvement Security to guarantee the construction of the public improvements for Tract 18034 were approved by the City Council on December 16, 2015, in the following amounts:

Faithful Performance Bond:	\$	91,000.00
Labor and Material Bond:	\$	91,000.00
Monumentation Cash Deposit	\$	2,991.00

Because of unforeseen delays, which have now been resolved, commencement of the development could not have occurred as anticipated.

Residential development

No. of lots: 7

Estimated percentage of completed public improvements: 10%

No. of occupied lots: 0

No. of lot currently in construction: 7

Copies of the Improvement Agreement Extension are available in the City Clerk's office.

Respectfully submitted,

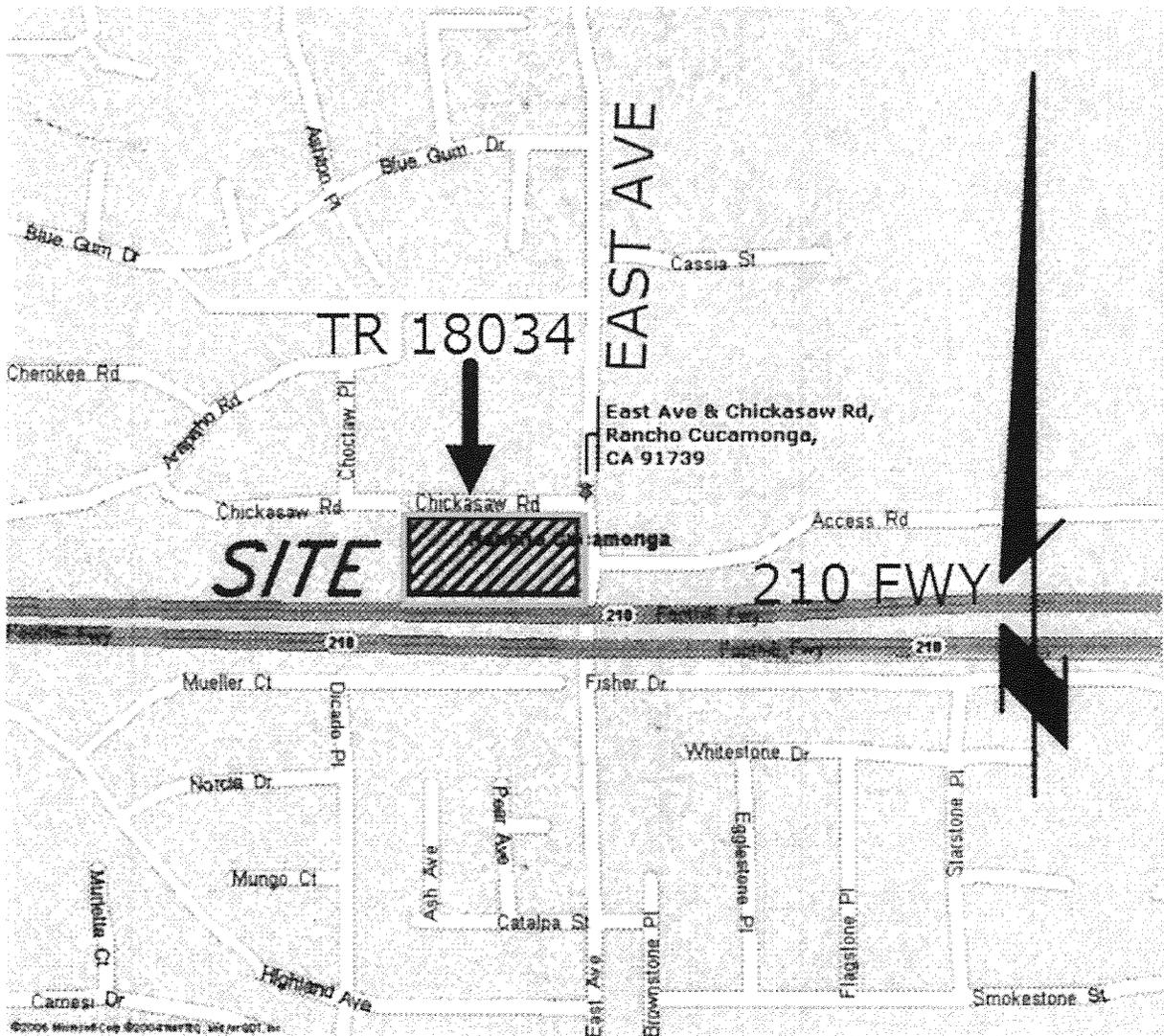
Mark A. Steuer  
 Director of Engineering Services/City Engineer

MAS:CC/rif

Attachment

# VICINITY MAP

## TR 18034



# VICINITY MAP

N.T.S.

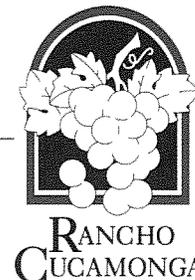
**RESOLUTION NO. 15-217****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA, APPROVING IMPROVEMENT AGREEMENT EXTENSION AND IMPROVEMENT SECURITY FOR TRACT 18034**

**WHEREAS**, the City Council of the City of Rancho Cucamonga, California, has for its consideration an Improvement Agreement Extension executed on December 16, 2015, by RC Proj. 1, LLC, as developer, for the improvement of public right-of-way adjacent to the real property specifically described therein, and generally located at the southwest corner of Chickasaw Road and East Avenue; and

**WHEREAS**, the installation of such improvements, described in said Improvement Agreement and subject to the terms thereof, is to be done in conjunction with the development of said Tract 18034; and

**WHEREAS**, said Improvement Agreement Extension is secured and accompanied by good and sufficient Improvement Security, which is identified in said Improvement Agreement Extension.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, HEREBY RESOLVES**, that said Improvement Agreement Extension and said Improvement Security be and the same are hereby approved and the Mayor is hereby authorized to sign said Improvement Agreement Extension on behalf of the City of Rancho Cucamonga, and the City Clerk to attest thereto.



# STAFF REPORT

ADMINISTRATIVE SERVICES GROUP

Date: December 16, 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

Subject: **CONSIDERATION OF APPROVAL OF A RESOLUTION ADOPTING SALARY SCHEDULES FOR FISCAL YEAR 2015/16, INCLUDING A PART-TIME EMPLOYEE BENEFIT SUMMARY**

## RECOMMENDATION

It is recommended that the City Council of the City of Rancho Cucamonga adopt the attached resolution approving the Fiscal Year 2015/16 salary schedules for job classifications employed by the City including a part-time employee benefit summary.

## BACKGROUND

The City Council traditionally adopts salary resolutions biannually for those classifications employed by the City of Rancho Cucamonga. These resolutions are updated to reflect changes in salaries, additions and deletions of classifications, changes in job titles and other terms of employment.

The resolution also adopts the following:

- The removal of the four job titles that are no longer in use and not anticipated to be necessary for the future staffing needs of the Departments: Information Services Manager, GIS/Special District Manager, Information Services Projects Coordinator and Community Improvement Supervisor.
- Updating job titles in the Department of Innovation & Technology to remove references to the former Information Services Division, instead using "Information Technology"
- Changes to the lower end of certain part-time positions in order to bring the amount in legal compliance with the January 1, 2016 minimum wage increase. The upper ranges of the positions remain unchanged.

## Attachment

1. Resolution 15-218
2. Salary Schedule for Executive Management Employee Job Classifications
3. Salary Schedule for Rancho Cucamonga City Employees Association Covered Job Classifications
4. Salary Schedule for San Bernardino Public Employees Association Job Classifications
5. Salary Schedule for Part-Time City Job Classifications
6. Part-Time Employee Benefit Summary
7. Part-Time Employee's Uniform policy

**RESOLUTION NO. 15-218**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA, APPROVING THE SALARY SCHEDULES FOR FISCAL YEAR 2015/16, INCLUDING A PART-TIME EMPLOYEE BENEFIT SUMMARY AND CITY COUNCIL BENEFITS.**

**WHEREAS**, the City Council of the City of Rancho Cucamonga has determined that it is necessary for the efficient operation and management of the City that policies be established prescribing salary ranges, benefits and holidays and other policies for employees of the City of Rancho Cucamonga; and

**WHEREAS**, the City Council of the City of Rancho Cucamonga has previously adopted salary resolutions establishing salary ranges, benefits and other terms of employment for employees of the City of Rancho Cucamonga; and

**WHEREAS**, the City Council of the City of Rancho Cucamonga recognizes that it is necessary from time to time to amend the salary resolution to accommodate changes in position titles, classifications salary ranges, benefits and other terms of employment including an outline of State and Federally required benefits afforded to part-time employees; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Rancho Cucamonga, California to approve the salary schedules (Attachments 1-4); approve the part-time benefit summary (Attachment 5-6); and permit eligible City Council members to enroll in the California Public Employees Retirement System, the PARS Supplemental Retirement Plan, participate in the Executive Management Executive Wellness Plan, and provide a monthly mileage allowance in the amount of two hundred dollars.

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

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

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L. Dennis Michael, Mayor

**ATTEST:**

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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

**EXECUTIVE MANAGEMENT GROUP  
ASSIGNMENTS OF CLASSIFICATIONS TO PAY RANGES  
Monthly Pay Ranges effective January 11, 2016**

Class Title	Minimum		Control Point		Maximum	
	Step	Amount	Step	Amount	Step	Amount
Animal Services Director	1572	\$7,684	1612	\$9,381	1642	\$10,895
Assistant City Manager	1660	\$11,918	1700	\$14,550	1730	\$16,898
Building and Safety Services Director	1587	\$8,281	1627	\$10,110	1657	\$11,741
City Clerk Services Director	1544	\$6,683	1584	\$8,158	1614	\$9,475
City Manager	1744	\$18,120	1784	\$22,121	1814	\$25,691
Community Services Director	1605	\$9,059	1645	\$11,059	1675	\$12,844
Deputy City Manager/Administrative Services	1625	\$10,009	1665	\$12,219	1695	\$14,191
Deputy City Manager/ Econ. & Comm. Dev.	1625	\$10,009	1665	\$12,219	1695	\$14,191
Eng Svs Director/City Engineer	1606	\$9,104	1646	\$11,115	1676	\$12,908
Finance Director	1607	\$9,150	1647	\$11,170	1677	\$12,973
Human Resources Director	1599	\$8,792	1639	\$10,733	1669	\$12,465
Innovation and Technology Director	1615	\$9,522	1655	\$11,625	1685	\$13,501
Library Director	1589	\$8,364	1629	\$10,211	1659	\$11,859
Planning Director	1599	\$8,792	1639	\$10,733	1669	\$12,465
Public Works Services Director	1587	\$8,281	1627	\$10,110	1657	\$11,741
Fire Chief*	A	\$11,950			G	\$16,015

\* Included for informational purposes only - This is a Fire District Management Employee Group position not a City position

Resolution No. 15-218

**RCCEA COVERED EMPLOYEES IN THE  
MID MANAGER, SUPERVISORY/PROFESSIONAL AND GENERAL EMPLOYEES GROUPS  
ASSIGNMENTS OF CLASSIFICATIONS TO PAY RANGES  
Monthly Pay Ranges Effective January 11, 2016**

Class Title	Minimum		Control Point		Maximum	
	Step	Amount	Step	Amount	Step	Amount
Account Clerk	4375	\$2,850	4415	\$3,480	4430	\$3,750
Account Technician	4423	\$3,621	4463	\$4,421	4478	\$4,765
Accountant#	3465	\$4,462	3505	\$5,448	3520	\$5,870
Accounting Manager*	2525	\$6,019	2565	\$7,348	2580	\$7,919
Administrative Secretary <sup>1</sup>	4424	\$3,640	4464	\$4,443	4479	\$4,788
Administrative Technician	4437	\$3,883	4477	\$4,741	4492	\$5,109
Animal Care Attendant	4349	\$2,504	4389	\$3,057	4404	\$3,294
Animal Caretaker	4378	\$2,893	4418	\$3,532	4433	\$3,807
Animal Care Supervisor#	3416	\$3,495	3456	\$4,267	3471	\$4,597
Animal Center Manager*	2506	\$5,475	2546	\$6,684	2561	\$7,203
Animal Handler	4388	\$3,041	4428	\$3,713	4443	\$4,001
Animal License Canvasser	4349	\$2,504	4389	\$3,057	4404	\$3,294
Animal Services Dispatcher	4369	\$2,766	4409	\$3,377	4424	\$3,640
Animal Services Officer I	4421	\$3,586	4461	\$4,377	4476	\$4,717
Animal Services Officer II	4441	\$3,962	4481	\$4,836	4496	\$5,212
Assistant City Clerk #	3480	\$4,809	3520	\$5,871	3535	\$6,326
Assistant City Engineer*	2590	\$8,324	2630	\$10,162	2645	\$10,951
Assistant Engineer#	3488	\$5,005	3528	\$6,110	3543	\$6,583
Assistant Library Director*	2572	\$7,610	2612	\$9,290	2627	\$10,011
Assistant Planner#	3468	\$4,530	3508	\$5,530	3523	\$5,958
Assistant to the City Manager*	2548	\$6,751	2588	\$8,242	2603	\$8,882
Associate Engineer#	3518	\$5,813	3558	\$7,096	3573	\$7,646
Associate Planner#	3487	\$4,980	3527	\$6,079	3542	\$6,551
Box Office Coordinator	4450	\$4,143	4490	\$5,058	4505	\$5,451
Budget Analyst#	3498	\$5,261	3538	\$6,422	3553	\$6,920
Building Inspection Supervisor# <sup>2</sup>	3504	\$5,421	3544	\$6,617	3559	\$7,130
Building Inspector <sup>2</sup>	4464	\$4,443	4504	\$5,424	4519	\$5,846
Building Safety Manager*	2533	\$6,264	2573	\$7,648	2588	\$8,241
Business License Clerk	4378	\$2,893	4418	\$3,532	4433	\$3,807
Business License Inspector	4418	\$3,532	4458	\$4,312	4473	\$4,647
Business License Program Coordinator#	3432	\$3,785	3472	\$4,621	3487	\$4,979
Business License Technician	4408	\$3,360	4448	\$4,102	4463	\$4,421
Buyer I	4411	\$3,411	4451	\$4,164	4466	\$4,488

Resolution No. 15-218

**RCCEA COVERED EMPLOYEES IN THE  
MID MANAGER, SUPERVISORY/PROFESSIONAL AND GENERAL EMPLOYEES GROUPS  
ASSIGNMENTS OF CLASSIFICATIONS TO PAY RANGES  
Monthly Pay Ranges Effective January 11, 2016**

	Minimum		Control Point		Maximum	
Buyer II #	3433	\$3,804	3473	\$4,644	3488	\$5,004
Community Improvement Officer I	4421	\$3,586	4461	\$4,377	4476	\$4,717
Community Improvement Officer II	4441	\$3,962	4481	\$4,836	4496	\$5,212
Community Improvement Manager*	2533	\$6,264	2573	\$7,648	2588	\$8,241
Communications Manager*	2565	\$7,348	2605	\$8,971	2620	\$9,667
Community Programs Coordinator	4450	\$4,143	4490	\$5,058	4505	\$5,451
Community Programs Specialist	4437	\$3,883	4477	\$4,741	4492	\$5,109
Community Services Coordinator	4450	\$4,143	4490	\$5,058	4505	\$5,451
Community Services Marketing Coord	4450	\$4,143	4490	\$5,058	4505	\$5,451
Community Services Project Coordinator#	3500	\$5,313	3540	\$6,487	3555	\$6,989
Community Services Specialist	4350	\$2,516	4390	\$3,072	4405	\$3,311
Community Services Superintendent*	2536	\$6,359	2576	\$7,763	2591	\$8,366
Community Services Supervisor#	3480	\$4,809	3520	\$5,871	3535	\$6,326
Community Services Technician	4437	\$3,883	4477	\$4,741	4492	\$5,109
Community Services Manager*	2506	\$5,475	2546	\$6,684	2561	\$7,203
Community Svc Marketing Manager*	2536	\$6,359	2576	\$7,763	2591	\$8,366
Cultural Arts Manager*	2506	\$5,475	2546	\$6,684	2561	\$7,203
Deputy City Clerk#	3430	\$3,748	3470	\$4,575	3485	\$4,930
Deputy Dir. of Innovation and Technology	2558	\$7,096	2598	\$8,663	2613	\$9,336
Engineering Aide	4421	\$3,585	4461	\$4,377	4476	\$4,717
Engineering Technician	4441	\$3,962	4481	\$4,836	4496	\$5,212
Environmental Programs Coordinator#	3503	\$5,394	3543	\$6,584	3558	\$7,095
Environmental Programs Inspector <sup>2</sup>	4464	\$4,443	4504	\$5,424	4519	\$5,846
Environmental Programs Manager*	2539	\$6,455	2579	\$7,880	2594	\$8,492
Executive Assistant*	2460	\$4,353	2500	\$5,314	2515	\$5,726
Facilities Superintendent*	2536	\$6,359	2576	\$7,763	2591	\$8,366
Fleet Supervisor# <sup>2</sup>	3488	\$5,005	3528	\$6,110	3543	\$6,583
Fund Development Coordinator#	3470	\$4,574	3510	\$5,584	3525	\$6,018
GIS Analyst	4456	\$4,062	4496	\$5,212	4511	\$5,617
GIS Technician	4436	\$3,864	4476	\$4,717	4491	\$5,084
GIS Supervisor#	3520	\$5,870	3565	\$7,347	3580	\$7,918
Human Resources Clerk	4389	\$3,057	4429	\$3,732	4444	\$4,021
Human Resources Manager*	2583	\$8,039	2623	\$9,814	2638	\$10,575
Human Resources Technician	4399	\$3,213	4439	\$3,922	4454	\$4,227

Resolution No. 15-218

**RCCEA COVERED EMPLOYEES IN THE  
MID MANAGER, SUPERVISORY/PROFESSIONAL AND GENERAL EMPLOYEES GROUPS  
ASSIGNMENTS OF CLASSIFICATIONS TO PAY RANGES  
Monthly Pay Ranges Effective January 11, 2016**

	Minimum		Control Point		Maximum	
Information Technology Analyst I#	3505	\$5,448	3545	\$6,650	3560	\$7,166
Information Technology Analyst II#	3520	\$5,871	3560	\$7,167	3575	\$7,723
Information Technology Specialist I	4456	\$4,269	4496	\$5,212	4511	\$5,617
Information Technology Specialist II	4471	\$4,601	4511	\$5,617	4526	\$6,053
Information Technology Technician	4411	\$3,411	4451	\$4,164	4466	\$4,488
Librarian I#	3435	\$3,842	3475	\$4,691	3490	\$5,054
Librarian II#	3457	\$4,288	3497	\$5,235	3512	\$5,640
Library Assistant I#	3373	\$2,820	3413	\$3,443	3428	\$3,710
Library Assistant II#	3414	\$3,460	3454	\$4,224	3469	\$4,552
Library Clerk	4356	\$2,593	4396	\$3,165	4411	\$3,411
Library Page	4244	\$1,483	4284	\$1,810	4299	\$1,951
Library Page II	4293	\$1,894	4333	\$2,312	4348	\$2,491
Library Services Manager*	2506	\$5,475	2546	\$6,684	2561	\$7,203
Library Technician	4393	\$3,116	4433	\$3,804	4448	\$4,103
Maintenance Supervisor# <sup>2</sup>	3488	\$5,005	3528	\$6,110	3543	\$6,583
Management Aide	4440	\$3,942	4480	\$4,812	4495	\$5,186
Management Analyst I#	3470	\$4,574	3510	\$5,584	3525	\$6,018
Management Analyst II#	3498	\$5,261	3538	\$6,422	3553	\$6,920
Management Analyst III#	3515	\$5,726	3555	\$6,991	3570	\$7,532
Office Services Clerk	4369	\$2,766	4409	\$3,377	4424	\$3,640
Office Specialist I	4349	\$2,504	4389	\$3,057	4404	\$3,294
Office Specialist II	4369	\$2,766	4409	\$3,377	4424	\$3,640
Park/Landscape Maintenance Supt* <sup>2</sup>	2536	\$6,359	2576	\$7,763	2591	\$8,366
Payroll Supervisor#	3470	\$4,575	3510	\$5,585	3525	\$6,018
Plan Check & Inspection Manager*	2533	\$6,264	2573	\$7,648	2588	\$8,241
Planning Commission Secretary#	3444	\$4,019	3484	\$4,906	3499	\$5,286
Planning Manager*	2583	\$8,039	2623	\$9,814	2638	\$10,575
Planning Specialist	4443	\$4,001	4483	\$4,885	4498	\$5,264
Planning Technician	4423	\$3,621	4463	\$4,421	4478	\$4,765
Plans Examiner#	3482	\$4,857	3522	\$5,930	3537	\$6,389
Principal Librarian*	2495	\$5,183	2535	\$6,327	2550	\$6,818
Principal Management Analyst*	2543	\$6,585	2583	\$8,039	2598	\$8,663
Principal Engineer*	2567	\$7,422	2607	\$9,061	2622	\$9,764
Principal Planner*	2537	\$6,391	2577	\$7,802	2592	\$8,407

Resolution No. 15-218

**RCCEA COVERED EMPLOYEES IN THE  
MID MANAGER, SUPERVISORY/PROFESSIONAL AND GENERAL EMPLOYEES GROUPS  
ASSIGNMENTS OF CLASSIFICATIONS TO PAY RANGES  
Monthly Pay Ranges Effective January 11, 2016**

	Minimum		Control Point		Maximum	
Public Services Technician I	4413	\$3,445	4453	\$4,206	4468	\$4,533
Public Services Technician II	4423	\$3,621	4463	\$4,421	4478	\$4,765
Public Services Technician III	4443	\$4,001	4483	\$4,885	4498	\$5,264
Public Works Inspector I <sup>2</sup>	4444	\$4,021	4484	\$4,909	4499	\$5,291
Public Works Inspector II <sup>2</sup>	4464	\$4,443	4504	\$5,424	4519	\$5,846
Public Works Maintenance Manager*	2566	\$7,385	2606	\$9,016	2621	\$9,716
Public Works Safety Coordinator # <sup>2</sup>	3468	\$4,530	3508	\$5,530	3523	\$5,958
Purchasing Clerk	4374	\$2,836	4414	\$3,462	4429	\$3,732
Purchasing Manager*	2530	\$6,171	2570	\$7,534	2585	\$8,119
Records Clerk	4358	\$2,619	4398	\$3,197	4413	\$3,445
Records Coordinator	4386	\$3,011	4426	\$3,676	4441	\$3,962
Risk Management Coordinator#	3470	\$4,575	3510	\$5,585	3525	\$6,018
Secretary <sup>1</sup>	4394	\$3,134	4434	\$3,826	4449	\$4,123
Senior Account Clerk	4395	\$3,149	4435	\$3,845	4450	\$4,144
Senior Account Technician	4446	\$4,062	4486	\$4,958	4501	\$5,344
Senior Accountant#	3498	\$5,261	3538	\$6,422	3553	\$6,920
Senior Administrative Secretary <sup>1</sup>	4444	\$4,021	4484	\$4,909	4499	\$5,291
Senior Animal Services Officer#	3461	\$4,374	3501	\$5,340	3516	\$5,754
Senior Building Inspector# <sup>2</sup>	3484	\$4,906	3524	\$5,989	3539	\$6,453
Senior Buyer#	3463	\$4,418	3503	\$5,394	3518	\$5,812
Senior Civil Engineer*	2547	\$6,717	2587	\$8,201	2602	\$8,837
Senior Community Improvement Officer#	3461	\$4,374	3501	\$5,340	3516	\$5,754
Senior Electrician #	3485	\$4,930	3525	\$6,019	3540	\$6,486
Senior GIS Analyst #	3484	\$4,906	3524	\$5,989	3539	\$6,453
Senior GIS Technician	4456	\$4,270	4496	\$5,212	4511	\$5,617
Senior Information Technology Analyst#	3535	\$6,327	3575	\$7,724	3590	\$8,323
Senior Information Technology Specialist	4493	\$5,135	4533	\$6,268	4548	\$6,755
Senior Librarian#	3468	\$4,530	3508	\$5,530	3523	\$5,958
Senior Park Planner#	3500	\$5,313	3540	\$6,487	3555	\$6,989
Senior Planner*	2517	\$5,784	2557	\$7,061	2572	\$7,609
Senior Plans Examiner#	3497	\$5,235	3537	\$6,390	3552	\$6,886
Senior Risk Management Analyst#	3515	\$5,725	3555	\$6,989	3570	\$7,532
Senior Special Districts Technician	4443	\$4,001	4483	\$4,885	4498	\$5,264
Special Districts Analyst#	3498	\$5,261	3538	\$6,422	3553	\$6,920

Resolution No. 15-218

**RCCEA COVERED EMPLOYEES IN THE  
MID MANAGER, SUPERVISORY/PROFESSIONAL AND GENERAL EMPLOYEES GROUPS  
ASSIGNMENTS OF CLASSIFICATIONS TO PAY RANGES  
Monthly Pay Ranges Effective January 11, 2016**

	Minimum		Control Point		Maximum	
Special Districts Technician	4437	\$3,883	4477	\$4,741	4492	\$5,109
Street/Storm Drain Maintenance Supt <sup>*2</sup>	2536	\$6,359	2576	\$7,763	2591	\$8,366
Supervising Public Works Inspector <sup>#2</sup>	3494	\$5,157	3534	\$6,295	3549	\$6,783
Theater Production Coordinator	4460	\$4,355	4500	\$5,317	4515	\$5,730
Theater Production Supervisor <sup>#</sup>	3480	\$4,809	3520	\$5,871	3535	\$6,326
Theatre Technician III	4423	\$3,621	4463	\$4,421	4478	\$4,765
Traffic Engineer <sup>*</sup>	2569	\$7,496	2609	\$9,152	2624	\$9,862
Utilities Division Manager <sup>*</sup>	2584	\$8,079	2624	\$9,863	2639	\$10,628
Utility Operations Manager <sup>*</sup>	2524	\$5,989	2564	\$7,312	2579	\$7,880
Veterinarian <sup>*</sup>	2579	\$7,880	2619	\$9,620	2634	\$10,367
Veterinary Assistant	4407	\$3,344	4447	\$4,082	4462	\$4,399
Veterinary Technician	4437	\$3,883	4477	\$4,741	4492	\$5,109

<sup>1</sup> When acting as Clerk to Commissions \$50 paid per night or weekend day meeting. Compensatory time off can be substituted in lieu of \$50 at the option of the employee.

<sup>2</sup> Refer to MOU for provision of boot allowance.

# Denotes Supervisory/Professional Class

\* Denotes Management Class

**PUBLIC WORKS MAINTENANCE EMPLOYEES**  
**Represented By**  
**SAN BERNARDINO PUBLIC EMPLOYEES ASSOCIATION**  
**(SBPEA)**

**ASSIGNMENTS OF CLASSIFICATIONS TO PAY RANGES**  
**Monthly Pay Ranges Effective January 11, 2016**

Class Title	Minimum		Control Point		Maximum	
	Step	Amount	Step	Amount	Step	Amount
Electrician	5457	\$4,287	5497	\$5,234	5512	\$5,641
Equipment Operator	5425	\$3,655	5465	\$4,462	5480	\$4,809
Inventory Specialist Equipment/Mat	5389	\$3,054	5429	\$3,729	5444	\$4,018
Lead Maintenance Worker	5429	\$3,729	5469	\$4,552	5484	\$4,905
Lead Mechanic	5440	\$3,939	5480	\$4,808	5495	\$5,182
Maintenance Coordinator	5452	\$4,182	5492	\$5,105	5507	\$5,502
Maintenance Worker	5391	\$3,085	5431	\$3,766	5446	\$4,059
Mechanic	5430	\$3,747	5470	\$4,574	5485	\$4,930
Senior Maintenance Worker	5401	\$3,243	5441	\$3,958	5456	\$4,266
Signal & Lighting Coordinator	5479	\$4,785	5519	\$5,841	5534	\$6,295
Signal & Lighting Technician	5452	\$4,182	5492	\$5,105	5507	\$5,502

Resolution No. 15-218

**PART-TIME CITY POSITIONS  
ASSIGNMENTS OF CLASSIFICATIONS TO PAY RANGES  
Hourly Pay Ranges Effective January 11, 2016**

<b>Part Time Positions</b>	<b>Minimum</b>		<b>Control Point</b>		<b>Maximum</b>	
	<b>Step</b>	<b>Amount</b>	<b>Step</b>	<b>Amount</b>	<b>Step</b>	<b>Amount</b>
Account Clerk	6368	\$15.87	6408	\$19.37	6418	\$20.36
Account Technician	6423	\$20.88	6463	\$25.49	6473	\$26.79
Accountant	6465	\$25.75	6505	\$31.43	6515	\$33.04
Administrative Intern	6320	\$12.48	6360	\$15.24	6370	\$16.03
Animal Care Attendant	6349	\$14.43	6389	\$17.62	6399	\$18.52
Animal Caretaker	6378	\$16.69	6418	\$20.38	6428	\$21.42
Animal Handler	6388	\$17.54	6428	\$21.41	6438	\$22.50
Animal License Canvasser	<b>6276</b>	<b>\$10.03</b>	6306	\$11.65	6316	\$12.26
Animal Services Dispatcher	6369	\$15.95	6409	\$19.47	6419	\$20.46
Animal Services Officer	6441	\$22.84	6481	\$27.88	6491	\$29.31
Assistant Engineer	6488	\$28.88	6528	\$35.25	6538	\$37.05
Assistant Planner	6468	\$26.13	6508	\$31.90	6518	\$33.54
Assistant Pool Manager	6305	\$11.60	6345	\$14.16	6355	\$14.87
Associate Engineer	6518	\$33.53	6558	\$40.94	6568	\$43.03
Associate Planner	6487	\$28.73	6527	\$35.07	6537	\$36.86
Box Office Assistant	6290	\$10.76	6330	\$13.13	6340	\$13.81
Box Office Specialist	6311	\$11.95	6351	\$14.58	6361	\$15.33
Budget Analyst	6498	\$30.35	6538	\$37.05	6548	\$38.95
Building Inspector	6464	\$25.61	6504	\$31.27	6514	\$32.87
Business License Clerk	6378	\$16.69	6418	\$20.38	6428	\$21.42
Community Improvement Officer I	6421	\$20.67	6461	\$25.34	6471	\$26.53
Community Improvement Officer II	6441	\$22.84	6481	\$27.88	6491	\$29.31
Community Programs Coordinator	6450	\$23.89	6490	\$29.16	6500	\$30.66
Community Programs Specialist	6437	\$22.39	6477	\$27.33	6487	\$28.73
Community Services Coordinator	6450	\$23.89	6490	\$29.16	6500	\$30.66
Community Services Specialist	6350	\$14.51	6390	\$17.71	6400	\$18.62
Community Services Supervisor	6480	\$27.75	6520	\$33.87	6530	\$35.60
Community Services Technician	6437	\$22.39	6477	\$27.33	6487	\$28.73
Department Director	6562	\$42.17	6604	\$51.50	6707	\$86.92
Department Manager	6525	\$34.73	6566	\$42.60	6634	\$59.81
Deputy City Clerk	6430	\$21.62	6470	\$26.40	6480	\$27.75
Division Supervisor	6416	\$20.16	6457	\$24.74	6554	\$40.13
Electrician	6457	\$24.74	6497	\$30.20	6507	\$31.75
Energy Efficiency Coordinator	6372	\$16.19	6412	\$19.77	6422	\$20.78
Engineering Aide	6421	\$20.67	6461	\$25.24	6471	\$26.53
Engineering Technician	6441	\$22.84	6481	\$27.88	6491	\$29.31
Environmental Resources Intern	6280	\$10.23	6320	\$12.48	6330	\$13.13
Equipment Operator	6425	\$21.09	6465	\$25.75	6475	\$27.06
GIS Programmer/Analyst	6456	\$24.61	6496	\$30.05	6506	\$31.58
GIS Intern	6320	\$12.48	6360	\$15.24	6370	\$16.03
GIS Technician	6436	\$22.28	6476	\$27.20	6486	\$28.59
Healthy Cities Coordinator	6372	\$16.19	6412	\$19.77	6422	\$20.78
Human Resources Clerk	6389	\$17.62	6429	\$21.51	6439	\$22.61

City Part-Time Hourly Pay Ranges  
January 11, 2016

Resolution No. 15-218

**PART-TIME CITY POSITIONS  
ASSIGNMENTS OF CLASSIFICATIONS TO PAY RANGES  
Hourly Pay Ranges Effective January 11, 2016**

Part Time Positions	Minimum		Control Point		Maximum	
	Step	Amount	Step	Amount	Step	Amount
Human Resources Technician	6399	\$18.52	6439	\$22.61	6449	\$23.77
Instructor/Guard I	<b>6276</b>	<b>\$10.03</b>	6280	\$10.23	6290	\$10.76
Instructor/Guard II	6280	\$10.23	6320	\$12.48	6330	\$13.13
Lead Mechanic	6440	\$22.73	6480	\$27.75	6490	\$29.16
Library Aide	<b>6276</b>	<b>\$10.03</b>	6277	\$10.09	6287	\$10.59
Librarian I	6433	\$21.95	6473	\$26.79	6483	\$28.16
Library Assistant I	6362	\$15.41	6402	\$18.81	6412	\$19.77
Library Assistant II	6404	\$18.99	6444	\$23.20	6454	\$24.37
Library Clerk	6346	\$14.22	6386	\$17.37	6396	\$18.25
Library Director/SIF Trainer	6600	\$50.48	6640	\$61.63	6650	\$64.78
Library Page	<b>6276</b>	<b>\$10.03</b>	6277	\$10.09	6287	\$10.59
Library Page II	6280	\$10.23	6320	\$12.48	6330	\$13.13
Library Technician	6393	\$17.98	6433	\$21.95	6443	\$23.07
Maintenance Technician	6280	\$10.23	6320	\$12.48	6330	\$13.13
Management Aide	6440	\$22.73	6480	\$27.75	6490	\$29.16
Management Analyst I	6470	\$26.40	6510	\$32.22	6520	\$33.87
Management Analyst II	6498	\$30.35	6538	\$37.05	6548	\$38.95
Mechanic	6430	\$21.62	6470	\$26.40	6480	\$27.75
Office Services Clerk	6369	\$15.95	6409	\$19.41	6419	\$20.47
Office Specialist I	6332	\$13.25	6372	\$16.19	6382	\$17.02
Office Specialist II	6352	\$14.65	6392	\$17.89	6402	\$18.80
Outreach Technician	6311	\$11.95	6351	\$14.58	6361	\$15.33
Park Ranger	6352	\$14.65	6392	\$17.89	6402	\$18.80
Planning Aide	6320	\$12.48	6360	\$15.24	6370	\$16.03
Planning Manager	6583	\$46.37	6623	\$56.62	6633	\$59.51
Playschool Instructor	6311	\$11.95	6351	\$14.58	6361	\$15.33
Pool Manager	6329	\$13.07	6369	\$15.95	6379	\$16.76
Principal Engineer	6567	\$42.82	6607	\$52.77	6617	\$54.95
Program Specialist	6311	\$11.95	6351	\$14.58	6361	\$15.33
Public Services Technician I	6413	\$19.86	6453	\$24.25	6463	\$25.49
Public Services Technician II	6423	\$20.88	6463	\$25.49	6473	\$26.79
Public Services Technician III	6443	\$23.07	6483	\$28.16	6493	\$29.60
Public Works Inspector I	6444	\$23.19	6484	\$28.31	6494	\$29.75
Public Works Inspector II	6464	\$25.62	6504	\$31.27	6514	\$32.87
Purchasing Clerk	6368	\$15.87	6408	\$19.37	6418	\$20.37
Receptionist	6342	\$13.94	6382	\$17.02	6392	\$17.89
Records Clerk	6344	\$14.08	6384	\$17.19	6394	\$18.08
Records Coordinator	6372	\$16.19	6412	\$19.77	6422	\$20.78
Recreation Attendant	<b>6276</b>	<b>\$10.03</b>	6277	\$10.09	6287	\$10.59
Recreation Assistant	<b>6276</b>	<b>\$10.03</b>	6306	\$11.65	6316	\$12.26
Recreation Leader	6290	\$10.76	6330	\$13.13	6340	\$13.81
Secretary	6394	\$18.07	6434	\$22.06	6444	\$23.18

Resolution No. 15-218

**PART-TIME CITY POSITIONS  
ASSIGNMENTS OF CLASSIFICATIONS TO PAY RANGES  
Hourly Pay Ranges Effective January 11, 2016**

<b>Part Time Positions</b>	<b>Minimum</b>		<b>Control Point</b>		<b>Maximum</b>	
	<b>Step</b>	<b>Amount</b>	<b>Step</b>	<b>Amount</b>	<b>Step</b>	<b>Amount</b>
Senior Accountant	6498	\$30.35	6538	\$37.05	6548	\$38.95
Senior Civil Engineer	6543	\$37.99	6583	\$46.37	6593	\$48.75
Signal and Lighting Technician	6452	\$24.12	6492	\$29.46	6502	\$30.96
Sports Official	6311	\$11.95	6351	\$14.58	6361	\$15.33
Swim Aide	<b>6276</b>	<b>\$10.03</b>	6306	\$11.65	6316	\$12.26
Theatre Technician I	6311	\$11.95	6351	\$14.58	6361	\$15.33
Theatre Technician II	6372	\$16.19	6412	\$19.77	6422	\$20.78
Veterinarian	6579	\$45.46	6619	\$55.50	6629	\$58.33
Veterinary Assistant	6407	\$19.27	6447	\$23.52	6457	\$24.74
Veterinary Technician	6437	\$22.40	6477	\$27.33	6487	\$28.73

**PART-TIME EMPLOYEE BENEFITS SUMMARY**  
**ADOPTED PER RESOLUTION NO. 15-218**  
**DECEMBER 16, 2015**

The following benefits are approved via resolution by the City Council of the City of Rancho Cucamonga effective the first full pay period in January 2016.

All part-time employees are employed "at-will" and serve at the pleasure of the appointing authority. As such, their services can be discontinued without cause or right of appeal.

Each Department determines the number of part-time employees required in order to meet their needs depending on their approved budget for part-time employees and the approval of the City Manager

In general, part-time employees are only eligible for mandated State and Federal benefits except for specifically designated Work Life Balance Part-time employees as outlined below under the "Work-life Balance Section."

**Definition – PART-TIME EMPLOYEE:** A person serving in a budgeted position of less than forty (40) hours per week on average over a year, and typically less than 1,040 hours per year as further defined under City of Rancho Cucamonga Personnel Rules and Regulations Rule XIV (Part-Time, Seasonal and Temporary Employees). Part-time employees are at-will and may be terminated without cause or right of appeal.

**Retirement Benefits** – The City either provides access to retirement benefits through the Accumulation Program for Part-Time Limited-service Employees (APPLE) or the California Public Employees Retirement System (CalPERS) as outlined below.

APPLE – Part-time employees who work less than 1,000 hours in a fiscal year, are not a current CalPERS Member or who otherwise do not qualify for CalPERS retirement benefits under State law or CalPERS regulations must contribute 7.5% of base pay to APPLE – a required alternative retirement system.

CalPERS – Part-time employees who work 1,000 hours or more in a fiscal year, are hired to work more than 20 hours per week on average, are current CalPERS Members or who otherwise would qualify for CalPERS retirement benefits under State law or CalPERS regulations must contribute the full employee member contribution towards their CalPERS retirement benefits and "New Members" as defined by CalPERS must pay half the normal cost.

The CalPERS retirement benefits available for qualifying part-time employees depend on the date the employee qualified for CalPERS benefits.

Tier 1 Part-time Employees who qualified for CalPERS benefits before July 3, 2011

§ 21354.4	2.5% at 55 Full Formula
§ 21574	4th Level 1959 Survivor
§ 20042	1 Year Final Compensation

Tier 2 Part-time Employees who qualified for CalPERS benefits on or after July 4, 2011 and before January 1, 2013

§ 21354	2% @ 55 Full Formula
§ 21574	4th Level 1959 Survivor
§ 20037	3 Year Final Compensation

PART-TIME EMPLOYEE BENEFIT SUMMARY  
 ADOPTED PER RESOLUTION NO. 15-218  
 DECEMBER 16, 2015

Tier 3 Part-time Employees not considered "New Members" by CalPERS who qualified for CalPERS benefits on or After January 1, 2013

§ 21354	2% @ 55 Full Formula
§ 21574	4th Level 1959 Survivor
§ 20037	3 Year Final Compensation

Tier 4 Part-time Employees meeting the CalPERS definition of "New Members" who qualified for CalPERS benefits on or After January 1, 2013

§ 7522.20	2% @ 62 Full Formula
§ 7522.32	36 Consecutive Months
§ 7522.10	Based on Pensionable Compensation

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. This rate can increase based on CalPERS regulations.

The City does not participate in Social Security except for the mandatory Medicare Program.

**Medical Insurance Benefits** – The City provides access to medical insurance for part-time employees who qualify for the Affordable Care Act (ACA) under the City's policy.

In general, employees who work 30 or more hours per week on average per year would qualify, but the City's policy and the federal law determine who specifically qualifies for these benefits.

For those part-time employees who qualify for this benefit, the City contributes the cost of the lowest cost self only coverage minus 9.5% of the Federal Poverty Line towards the cost of medical insurance.

For example:

In 2014, the FPL was \$972.50 per month, and 9.5% of that is 92.38/month. In 2014, the lowest cost self-only coverage cost was Blue Shield Silver – PPO costing \$423.00 per month. Following the policy, the City would pay \$330.62 towards any health care plan the ACA eligible part-time employee chooses and the employee would pay the difference, which for the lowest cost self-only coverage would be \$92.38.

PART-TIME EMPLOYEE BENEFIT SUMMARY  
ADOPTED PER RESOLUTION NO. 15-218  
DECEMBER 16, 2015

### **WORK-LIFE BALANCE PART-TIME EMPLOYEES BENEFITS FOR SPECIFICALLY DESIGNATED POSITION**

Specifically designated Part-time employees in specific management, supervisory, professional and/or confidential type positions, as designated by the City Manager and noted on the Personnel Action Report, who are scheduled to work 32 hours per week on a year-round basis, are referred to as work-life balance part-time employees. The City Manager will review and if appropriate amend the list of designated work life balance employees at least once per year as part of his/her budget review process. Work-life balance part-time employees participate in the State and Federally required benefits as enumerated above and shall receive the following additional benefits:

Medical Insurance: In accordance with the City's ACA policy, work-life balance part-time employees are eligible to participate in the City's medical plan.

The City will pay the higher of the ACA policy contribution or 80% of the cost the City would pay for a full-time employee in the same position towards medical insurance premium costs. In 2013, the maximum the City would pay for medical insurance would be \$700 for a full time employee hired after 1994, so following this policy a work-life balance part-time employee would receive \$560 towards the cost of the medical coverage that they choose.

Dental Insurance: City paid

Vision: City Paid

Life Insurance: City Paid \$30,000 base coverage

Vacation: Work-life balance part-time employees accrue vacation hours at 80% of the rate of full-time employees in the same position. Work-life balance part-time employees can accumulate vacation hours up to two times the highest annual accrual rate that full-time employees in the same position can earn. Once they reach their maximum accrual rate they stop earning vacation hours until they bring their vacation hours below the maximum accrual rate. Work-life balance employees may only cash out vacation hours upon separation from the City. Work-life balance part-time employees transitioning from a full-time position with the City of Rancho Cucamonga may either cash out their vacation per their MOU or carry over their accrued vacation balance to the work-life balance part-time position.

Sick Leave: Work-life balance part-time employees accrue 8 hours of sick leave per month. No cash out or buyback of sick leave is provided to work-life balance part-time employees. Work-life balance part-time employees transitioning from a full-time position with the City of Rancho Cucamonga may either cash out their sick leave per their MOU or carry over their accrued sick leave balance to the work-life balance part-time position.

PART-TIME EMPLOYEE BENEFIT SUMMARY  
ADOPTED PER RESOLUTION NO. 15-218  
DECEMBER 16, 2015

Holidays: Work-life balance part-time employees will be compensated for normally scheduled working hours, when they fall on official City holidays. The City observes 11 holidays per year: Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the day following, Christmas Eve, Christmas Day, New Year's Day, Martin Luther King's Birthday, President's Day and Memorial Day.

Deferred Compensation Plans: Work-life balance part-time employees are eligible to participate in the City's deferred compensation plans. The City does not contribute.

**ADDITIONAL INFORMATION REGARDING ALL PART-TIME POSITIONS**

Effective July 1, 2015, all part-time employees earn and can use sick leave in accordance with the City's Paid Sick Leave Policy, which is in agreement with California's Healthy Workplaces/Healthy Families Act of 2014.

Medicare: Employees hired after 1/1/86, are required to contribute 1.45% of their earnings.

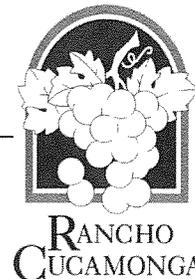
All Part-Time employees are subject to specific provisions of the City of Rancho Cucamonga Personnel Rules and Regulations (Rule XIV) and specific provisions of the Policy and Procedures Manual (Policy 200-01) that apply to them.

**PART-TIME EMPLOYEE'S UNIFORM BENEFITS**  
**ADOPTED PER RESOLUTION NO. 15-218**  
**December 16, 2015**

The following part-time employee's uniform benefits are approved via resolution by the City Council of the City of Rancho Cucamonga effective the first full pay period in January 2015.

The City may provide uniforms (including shirts) and/or maintenance of uniforms for the following part-time positions: Animal Care Attendant, Animal Caretaker, Animal Handler, Animal License Canvasser, Animal Services Dispatcher, Animal Services Officer, Assistant Pool Manager, Box Office Assistant, Box Office Specialist, Building Inspector, Business License Clerk, Community Improvement Officer I, Community Improvement Officer II, Community Programs Coordinator, Community Programs Specialist, Community Services Coordinator, Community Services Specialist, Community Services Supervisor, Community Services Technician, Electrician, Energy Efficiency Coordinator, Engineering Aide, Environmental Resources Intern, Equipment Operator, Healthy Cities Coordinator, Instructor/Guard I, Instructor/Guard II, Lead Mechanic, Library Aide, Librarian I, Library Assistant I, Library Assistant II, Library Clerk, Library Page, Library Page II, Library Technician, Maintenance Technician, Management Aide, Mechanic, Outreach Technician, Park Ranger, Planning Aide, Playschool Instructor, Pool Manager, Public Services Technician I, Public Services Technician II, Public Services Technician III, Public Works Inspector I, Public Works Inspector II, Purchasing Clerk, Recreation Attendant, Recreation Assistant, Recreation Leader, Signal and Lighting Technician, Sports Official, Swim Aide, Theatre Technician I, Theatre Technician II, Veterinarian, Veterinary Assistant, and Veterinary Technician.

The City reports to CalPERS on a semiannual basis the actual value of compensation paid or the monetary value for the purchase, rental and/or maintenance of required clothing for part-time CalPERS Classic Members. The parties analyzed the value and determined it shall not exceed \$50.00 per fiscal year. 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)(5) Statutory Items. The parties also agree that the City has no additional obligation or costs should CalPERS, the State, or the IRS determine otherwise.



# STAFF REPORT

RANCHO CUCAMONGA POLICE DEPARTMENT

**DATE:** November 17, 2015

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

**FROM:** Danielle Boldt, Police Chief *DB*

**BY:** Frank Montanez, Lieutenant  
Steve Wolff, Detective

**SUBJECT: AUTHORIZATION TO PURCHASE FIXED POSITION AUTOMATIC LICENSE PLATE READER CAMERAS IN THE AMOUNT OF \$100,000.00 FROM FEDERAL ASSET SEIZURE FUNDS, ACCOUNT 1197701.**

## RECOMMENDATION

Staff recommends approval for the purchase of fixed position automatic license plate reader (ALPR) cameras to be deployed at Foothill and Day Creek. The ALPR cameras will be purchased with Federal Asset Seizure funds, Account 1197701, in the amount of \$100,000.00.

## BACKGROUND

In the fall of 2014, the Police Department with the approval of the City Council embarked on an initial deployment of both mobile and fixed ALPR cameras. The patrol fleet was equipped with ten 4-Cameras mobile ALPR platforms and the intersections located just north of the Interstate 210 off ramps were equipped with fixed camera platforms. Data from these cameras is loaded into a shared database maintained by the San Bernardino County Sheriff's Department and is used routinely to search for a variety of felony subjects associated with criminal activity occurring within the region. These cameras have proven to be very effective in the solving of felony crimes since their deployment in the spring of 2015.

The proposed deployment is an expansion of the existing ALPR footprint envisioned for the City of Rancho Cucamonga. The equipment will be deployed at Day Creek and Foothill to monitor westbound traffic on Foothill and northbound traffic on Day Creek. The data from these cameras will continue to be used to investigate and solve crimes occurring within the region.

## SOLE SOURCE VENDOR – VIGILANT SOLUTIONS

The San Bernardino County Sheriff's Department named Vigilant Solutions as the sole source vendor for ALPR related technology in mid-2014. As a result, the Rancho Cucamonga Police Department was obligated to use Vigilant Solutions for the initial deployment of ALPR equipment. Since that initial deployment, Vigilant has proven itself to be a reliable vendor with a well-functioning solution that meets and exceeds our needs. This proposed deployment is an expansion of the initial deployment and as such relies on the existing components and technology which is unique to this vendor.

AUTHORIZATION TO PURCHASE FIXED POSITION AUTOMATIC LICENSE PLATE READER CAMERAS      PAGE 2  
IN THE AMOUNT OF \$100,000.00 FROM FEDERAL ASSET SEIZURE FUNDS, ACCOUNT  
1197701.

NOVEMBER 17, 2015

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### **SYSTEM COST AND RECURRING COSTS**

The cost of \$100,000.00 provides fixed camera coverage for all westbound lanes of Foothill at Day Creek and all northbound lanes of Day Creek at Foothill. This cost includes tax, delivery, custom installation and extended warrant for 3 years. Recurring costs for the hosted data storage will apply as additional cameras are added to the system.

#### Attachments:

Vigilant Quotation-KRO-0079-02 Foothill WB @ Day Creek Rev 1.pdf  
Vigilant Quotation-KRO-0080-02 Daycreek NB @ Foothill Rev 1.pdf  
Sole Source Justification Form

		<b>Vigilant Solutions</b> <b>2021 Las Positas Court - Suite # 101</b> <b>Livermore, CA 94551</b> <b>(P) 949-525-3326 (F) 925-398-2113</b>		<b>Protecting Officers, Families and Communities</b>	
Attention:	San Bernardino Sheriff- Rancho Station	Date	11/12/2015		
Project Name:	Fixed Foothill WB at Day Creek (Rev1)	Quote Number:	KRO-0079-02		

## PROJECT QUOTATION

We at Vigilant Solutions are pleased to quote the following systems for the above referenced project:

Qty	Model #	Description
(1)	<b>Fixed LPR SYS-1</b> (4)VSF-075-H-RE	<b>Vigilant Fixed LPR Camera with Integrated Smart Processor</b> <u>Hardware:</u> <ul style="list-style-type: none"> <li>• Integrated (Internal) solid state DSP Smart processor units - No moving parts <ul style="list-style-type: none"> <li>o Plug-N-Play IP based camera with Power Over Ethernet (POE)</li> </ul> </li> <li>• Includes field installed J-Box</li> <li>• 75mm LPR Camera(s) with IR and Color video <ul style="list-style-type: none"> <li>o Includes RAM mounting bracket</li> </ul> </li> </ul> <u>Software:</u> <ul style="list-style-type: none"> <li>• Direct connect to Vigilant's nationally hosted LEARN LPR data server <ul style="list-style-type: none"> <li>o Includes CarDetector LPR software for local server hosting</li> </ul> </li> <li>• LPR vehicle license plate scanning / real time alerting <ul style="list-style-type: none"> <li>o Full suite of LPR tools including data analytics</li> </ul> </li> </ul>
<b>Subtotal Price</b> (Excluding sales tax)		<b>\$26,280.00</b>

Qty	Model #	Description
(1)	VS-COM-NE-RE	<b>Vigilant Communications Box - NEMA-4 enclosure</b> <ul style="list-style-type: none"> <li>• For use with Reaper LPR systems only</li> <li>• NEMA Enclosure with integrated 4-channel PoE</li> <li>• GPS NTP server for time &amp; synchronization</li> <li>• Universal AC/DC power inputs, DC output for backup battery power</li> <li>• Supports up to four (4) cameras</li> </ul>
<b>Subtotal Price</b> (Excluding sales tax)		<b>\$3,400.00</b>

Qty	Model #	Description
(4)	CAT6A M12 X-CODED FIELD PLUG	<b>CAT6A M12 Connector</b> <ul style="list-style-type: none"> <li>• Required for extending Reaper camera cable length</li> <li>• Used in conjunction with RJ45 Field Plug - Sold Separately</li> <li>• Additional CAT6 cable not included</li> </ul>
<b>Subtotal Price</b> (Excluding sales tax)		<b>\$300.00</b>

Qty	Model #	Description
(4)	VS-FX-UNI-POLE- WALL-BRKT	<b>Fixed LPR Camera Bracket</b> <ul style="list-style-type: none"> <li>• Pole or Wall Mount</li> </ul>
<b>Subtotal Price</b> (Excluding sales tax)		<b>\$1,396.00</b>

Qty	Model #	Description
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(1)	VS-LEARN--H	<b>Vigilant Hosted/Managed Centralized LPR server via LEARN</b> <ul style="list-style-type: none"> <li>• Vigilant hosted/managed LEARN account <ul style="list-style-type: none"> <li>o Central repository for all LPR data acquired by each LPR system</li> </ul> </li> <li>• Includes Vigilant's suite of LPR data analytics via online web access <ul style="list-style-type: none"> <li>o Automated CarDetector software update management</li> <li>o Plate searching, mapping, data mining utilities</li> <li>o Stakeout, Associate Analysis and Locate Analysis</li> <li>o Full administrative security with management auditing</li> </ul> </li> <li>• Plug-N-Play an unlimited number of CarDetector LPR systems <ul style="list-style-type: none"> <li>o Requires NO server hardware, NO server maintenance</li> </ul> </li> <li>• Requires Vigilant Enterprise Service Agreement contract</li> </ul>
<b>Subtotal Price</b> (Excluding sales tax)		<b>\$0.00</b>

Qty	Model #	Description
(3)	VSBSVC-04	<b>Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments</b> <ul style="list-style-type: none"> <li>• Managed/hosted server account services by Vigilant <ul style="list-style-type: none"> <li>o Includes access to all LEARN and CarDetector software updates</li> </ul> </li> <li>• Priced per camera per year for over 60 total camera units</li> <li>• Requires new/existing Enterprise Service Agreement (ESA)</li> </ul>
<b>Subtotal Price</b> (Excluding sales tax)		<b>\$3,000.00</b>

Qty	Model #	Description
(1)	TAS-UL	<b>Target Alert Service - LPR Alert Delivery Software - Unlimited User</b> <ul style="list-style-type: none"> <li>• Real Time LPR notification and mapping software sends LPR alerts to any in-network PC</li> <li>• Send Alerts over any communication protocol including LAN, WAN, internet wireless, etc.</li> <li>• Server Client software compatible with all Vigilant CDFS applications</li> </ul>
<b>Subtotal Price</b> (Excluding sales tax)		<b>\$0.00</b>

Qty	Model #	Description
(4)	SSU-SYS-COM	<b>Vigilant System Start Up &amp; Commissioning of 'In Field' LPR system</b> <ul style="list-style-type: none"> <li>• Vigilant technician to visit customer site</li> <li>• Includes system start up, configuration and commissioning of LPR system</li> <li>• Applies to mobile (1 System) and fixed (1 Camera) LPR systems</li> </ul>
<b>Subtotal Price</b> (Excluding sales tax)		<b>\$3,400.00</b>

Qty	Model #	Description
(1)	VS-TRVL-01	<b>Vigilant Travel via Client Site Visit</b> <ul style="list-style-type: none"> <li>• Vigilant certified technician to visit client site</li> <li>• Includes all travel costs for onsite support services</li> </ul>
<b>Subtotal Price</b> (Excluding sales tax)		<b>\$1,500.00</b>

Qty	Model #	Description
(4)	CDFS-2HWW	<b>Fixed Camera LPR System - Extended Hardware Warranty - Year 2 &amp; 3</b> <ul style="list-style-type: none"> <li>• Fixed LPR System LPR hardware component replacement warranty</li> <li>• Applies to 1-Channel hardware system kit</li> <li>• Valid for 2 years from standard warranty expiration</li> </ul>
<b>Subtotal Price</b> (Excluding sales tax)		<b>\$4,000.00</b>

Qty	Model #	Description
(4)	VS-SHP-02	<b>Vigilant Shipping &amp; Handling Charges</b> <ul style="list-style-type: none"> <li>• Applies to each fixed camera LPR System</li> <li>• Shipping Method is FOB Destination</li> </ul>

<b>Subtotal Price</b> (Excluding sales tax)	<b>\$220.00</b>
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Qty	Model #	Description
(1)	VS-SUBLET-INS	Installation of 4 Reaper fixed cameras and 1 communication box
<b>Subtotal Price</b> (Excluding sales tax)		<b>\$3,883.50</b>

Qty	Model #	Description
(1)	Tax	Tax at 8.25% on equipment
<b>Subtotal Price</b> (Excluding sales tax)		<b>\$2,588.52</b>

### Quote Notes:

1. All prices are quoted in USD and will remain firm and in effect for 60 days.
2. No permits, start-up, installation, and or service included in this proposal unless explicitly stated above.
3. Central compute resource hardware sold separately unless explicitly stated above.
4. All hardware components to have standard One (1) year hardware warranty.
5. All software to have standard one (1) year warranty for manufacturer defects.
6. Compatibility with Vigilant Solutions hardware/software to be confirmed prior to sale.
7. Software is manufactured under strict Vigilant Solutions standard.
8. Compliance to local codes neither guaranteed nor implied.
9. All orders subject to credit acceptance by Vigilant Solutions management.
10. This Quote is provided per our conversation & details given by you - not in accordance to any written specification.
11. This Quote does not include anything outside the above stated bill of materials.
12. Quote assumes 110 constant power is easily accessible.
13. Quote assumes network is easily accessible or air cards will be furnished by customer.
14. Work performed between 8-5 M-F.

Quoted by: Kris Robinson - 949-525-3326 - kris.robinson@vigilantsolutions.com

<b>Total Price</b> (Excluding sales tax)	<b>\$49,968.02</b>	
Accepted By:	Date:	P.O#

		<b>Vigilant Solutions</b> <b>2021 Las Positas Court - Suite # 101</b> <b>Livermore, CA 94551</b> <b>(P) 949-525-3326 (F) 925-398-2113</b>		<b>Protecting Officers, Families and Communities</b>	
Attention:	San Bernardino Sheriff- Rancho Station	Date	11/12/2015		
Project Name:	Fixed Day Creek NB at Foothill (Rev 1)	Quote Number:	KRO-0080-02		

## PROJECT QUOTATION

We at Vigilant Solutions are pleased to quote the following systems for the above referenced project:

Qty	Model #	Description
(1)	Fixed LPR SYS-1 (4)VSF-075-H-RE	<b>Vigilant Fixed LPR Camera with Integrated Smart Processor</b> <u>Hardware:</u> <ul style="list-style-type: none"> <li>• Integrated (Internal) solid state DSP Smart processor units - No moving parts <ul style="list-style-type: none"> <li>o Plug-N-Play IP based camera with Power Over Ethernet (POE)</li> </ul> </li> <li>• Includes field installed J-Box</li> <li>• 75mm LPR Camera(s) with IR and Color video <ul style="list-style-type: none"> <li>o Includes RAM mounting bracket</li> </ul> </li> </ul> <u>Software:</u> <ul style="list-style-type: none"> <li>• Direct connect to Vigilant's nationally hosted LEARN LPR data server <ul style="list-style-type: none"> <li>o Includes CarDetector LPR software for local server hosting</li> </ul> </li> <li>• LPR vehicle license plate scanning / real time alerting <ul style="list-style-type: none"> <li>o Full suite of LPR tools including data analytics</li> </ul> </li> </ul>
<b>Subtotal Price</b> (Excluding sales tax)		<b>\$26,280.00</b>

Qty	Model #	Description
(1)	VS-COM-NE-RE	<b>Vigilant Communications Box - NEMA-4 enclosure</b> <ul style="list-style-type: none"> <li>• For use with Reaper LPR systems only</li> <li>• NEMA Enclosure with integrated 4-channel PoE</li> <li>• GPS NTP server for time &amp; synchronization</li> <li>• Universal AC/DC power inputs, DC output for backup battery power</li> <li>• Supports up to four (4) cameras</li> </ul>
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<b>Subtotal Price</b> (Excluding sales tax)		<b>\$0.00</b>

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<b>Subtotal Price</b> (Excluding sales tax)		<b>\$3,883.50</b>

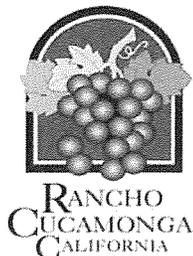
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Quoted by: Kris Robinson - 949-525-3326 - kris.robinson@vigilantsolutions.com

<b>Total Price</b> (Excluding sales tax)	<b>\$49,968.02</b>	
Accepted By:	Date:	P.O#



**CITY OF RANCHO CUCAMONGA  
SINGLE/SOLE SOURCE JUSTIFICATION  
FOR PURCHASES \$5,000 AND ABOVE**

The below information is provided in support of my Department requesting approval for a single/sole source. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for single or sole source.

Vendor: Vigilant Solutions Inc. Date: Nov 17, 2015

Commodity/Service: Fixed Camera ALPR Installation

Estimated expenditure: \$100,000.00 Your Name: Steve Wolff

Extent of market search conducted: This vendor is one of the top two vendors in the field of Law Enforcement ALPR Systems.

Price Reasonableness: The price is competitive with similar products on the market

Does moving forward on this product/service further obligate the City to future similar contract actual arrangements? There will be annual service fees for the hosted storage solution.

**DEFINITIONS:**

**SINGLE SOURCE** – a transaction with a business entity that is chosen, without competition, from among two or more business entities capable of supplying or providing the goods or services that meet the specified need.

**SOLE SOURCE** - A transaction with the **only** business entity capable of supplying or providing the goods or services that meet the specified need.

Initial all entries below that apply to the proposed purchase (more than one entry will apply to most single/sole source products/services requested). If needed, attach a memorandum containing complete justification and support documentation as directed in initial entry.

**THIS IS A SINGLE SOURCE**  **THIS IS A SOLE SOURCE PURCHASE**  (check one).

1. \_\_\_\_\_ SINGLE/SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER, THERE ARE NO REGIONAL DISTRIBUTORS. (Item no. 3 also must also be completed).
2. \_\_\_\_\_ THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum).

Single/Sole Source Justification Form

Page 2

- 3. \_\_\_\_\_ THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application).
- 4. \_\_\_\_\_ UNIQUE FEATURES OF THE SUPPLY/SERVICE BEING REQUESTED. THERE IS NO ALTERNATIVE SUPPLIER. (Attach memorandum with reasons why these unique features are and what benefit the City will accrue.)
- 5. \_\_\_\_\_ THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION (Attach memorandum describing basis for standardization request).
- 6. \_\_\_\_\_ NONE OF THE ABOVE APPLY. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SINGLE/SOLE SOURCE REQUEST IS CONTAINED IN ATTACHED MEMORANDUM.

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the service or material described in this single/sole source justification be authorized as a single/sole source for the service or material.

Department Head: Wm Baldt Department: POLICE

◆ ◆ ◆ ◆ ◆ ◆ ◆ ◆ ◆ Purchasing Department ◆ ◆ ◆ ◆ ◆ ◆ ◆ ◆ ◆

- APPROVED
- APPROVED WITH CONDITION/S
- DISAPPROVE

Comments:

**\$5,000 - \$50,000**  
 APPROVED BY PURCHASING MANAGER: \_\_\_\_\_ Date: \_\_\_\_\_

**\$50,000 – 100,000**  
 APPROVED BY CITY MANAGER: \_\_\_\_\_ Date: \_\_\_\_\_

**\$100,000 AND OVER**  
**See comments above by Purchasing Division, attach to Council Request**  
 CITY COUNCIL ACTION: \_\_\_\_\_ Date: \_\_\_\_\_

# STAFF REPORT

RANCHO CUCAMONGA POLICE DEPARTMENT



**DATE:** November 11, 2015  
**TO:** Mayor and Members of the City Council  
John Gillison, AICP, City Manager  
**FROM:** Danielle Boldt, Police Chief   
**BY:** Frank Montanez, Lieutenant  
Steve Wolff, Detective

**SUBJECT: AUTHORIZATION FOR THE EXPANSION OF THE PUBLIC SAFETY VIDEO NETWORK FUNDED FROM ACCOUNT NUMBER 1017701 IN THE AMOUNT OF \$72,100.00.**

## RECOMMENDATION

Staff recommends that City Council approve the authorization to utilize \$72,100.00 from account 1017701 for the expansion of the Public Safety Video Network to include the integration of the Archibald Library Surveillance platform and City Hall's Surveillance platform into PSVN.

## BACKGROUND

In 2013, the City Council approved the purchase of the Public Safety Video Network (PSVN). Phase 1 of this ongoing project was deployed around Victoria Gardens and portions of the Foothill corridor. The existing 12 camera system operates 24 hours a day, 7 days a week with video streams from all cameras continually recorded to the existing Network Attached Storage (NAS) device. While the current NAS is sufficient for the existing cameras, planned growth for the PSVN project requires that our storage platform be upgraded to accommodate this growth.

Phase 2 of the PSVN project involves the integration of existing city surveillance platforms found in locations such as City Hall and the Archibald Library. This integration allows us to unify existing city cameras and bring them under the management of the PSVN. At the same time however, the introduction of recorded video from these sources obligates us to maintain the recorded video for a period of 365 days in order to remain in compliance with Government Code Section 34090.6(c). This section deals with retention of public records specifically video as it applies to routine monitoring of public buildings. This obligation applies only to those locations where the video is intended to enhance building security.

The expansion of the PSVN is intended to unify the video resources within the city and share those assets across the network with those users who can benefit most. At the same time, this integration replaces damaged or aging components as they fail thereby affecting a gradual and more cost effective replacement of old equipment.

### **SOLE SOURCE VENDOR – LEVERAGE INFORMATION SYSTEMS**

Leverage Information Systems is the existing sole source vendor for the PSVN. The proposed expansion solutions are developed by their engineers to integrate with our existing system. We currently contract for the support the PSVN through Leverage. In order to maintain the exceptional level of service we have experienced with Leverage it is in our own best interest to keep all of the key network components with the same vendor.

### **SYSTEM COST AND RECURRING COSTS**

#### **INTEGRATION OF CITY HALL SURVEILLANCE PLATFORM - \$16,609.31**

The integration process takes the existing surveillance system located at City Hall and creates a new link to the available video feeds. These feeds continue to be recorded to the legacy system in place but are also now connected to the PSVN where they are also recorded and operators have full camera control. Ten additional cameras were added to facilitate coverage of the building where previous blind spots existed. These new cameras will be connected to the PSVN system only. One additional monitoring station will be added which will provide staff from Facilities Management to monitor video from the cameras found within city buildings.

This proposal includes all components necessary to connect the legacy system and provide the video from that source to the PSVN. It also includes 12 months of On-Site Service and sales tax.

#### **INTEGRATION OF ARCHIBALD LIBRARY SURVEILLANCE PLATFORM - \$11,704.23**

This integration process is very similar to the integration at City Hall. A connection will be made to the legacy system in place capturing the video feeds from the available cameras and routing a path to the PSVN. Video will be recorded in both locations just as it is at City Hall. Four additional cameras were added to enhance the video coverage of the building. These cameras will be available to the PSVN but will not connect to the legacy system.

This proposal includes all components necessary to connect the legacy system and provide the video from that source to the PSVN. It also includes 12 months of On-Site Service and sales tax.

#### **REPLACEMENT OF NAS DEVICE WITH SAN DEVICE - \$43,770.61**

The proposed Storage Area Network (SAN) solution replaces the existing NAS solution providing a far more robust and scalable method for recording large volumes of video data. It consists of a network video recorder with 24 drives each of which has a capacity of 6 Terabytes. It is configured as a RAID 5 storage solution with two hot spares and occupies a 4U rack space.

The price includes 12 months of On-Site Service and sales tax.

#### **Attachments:**

Quotation 1504578 from Leverage Information Systems  
Quotation 1504575 from Leverage Information Systems  
Quotation 1505229 from Leverage Information Systems



**CITY OF RANCHO CUCAMONGA  
SINGLE/SOLE SOURCE JUSTIFICATION  
FOR PURCHASES \$5,000 AND ABOVE**

The below information is provided in support of my Department requesting approval for a single/sole source. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for single or sole source.

Vendor: Leverage Information Systems Inc. Date: Nov 10, 2015

Commodity/Service: Phase 2 Expansion and Upgrade for PSVN

Estimated expenditure: \$72,100.00 Your Name: Steve Wolff

Extent of market search conducted: This vendor is one of the top three in the field of cell phone forensics. Each vendor offers similar services.

Price Reasonableness: The price is competitive with similar products on the market

Does moving forward on this product/service further obligate the City to future similar contract actual arrangements? There will be an annual service agreement for On-Site Support.

**DEFINITIONS:**

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1. X SINGLE/SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER, THERE ARE NO REGIONAL DISTRIBUTORS. (Item no. 3 also must also be completed).
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Single/Sole Source Justification Form

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The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the service or material described in this single/sole source justification be authorized as a single/sole source for the service or material.

Department Head: \_\_\_\_\_ Department: \_\_\_\_\_

◆ ◆ ◆ ◆ ◆ ◆ ◆ ◆ ◆ ◆ Purchasing Department ◆ ◆ ◆ ◆ ◆ ◆ ◆ ◆ ◆ ◆

- APPROVED
- APPROVED WITH CONDITION/S
- DISAPPROVE

Comments:

**\$5,000 - \$50,000**  
 APPROVED BY PURCHASING MANAGER: \_\_\_\_\_ Date: \_\_\_\_\_

**\$50,000 – 100,000**  
 APPROVED BY CITY MANAGER: \_\_\_\_\_ Date: \_\_\_\_\_

**\$100,000 AND OVER**  
**See comments above by Purchasing Division, attach to Council Request**

CITY COUNCIL ACTION: \_\_\_\_\_ Date: \_\_\_\_\_


**Leverage Information  
Systems**

Phone: 425-482-9200

Fax: 425-485-9400

PO Box 630

Woodinville, WA 98072

**Quote**No.: **1504578**

Date: 09/18/2015

Prepared for:  
Steve Wolff (909) 477-2857  
City of Rancho Cucamonga

Prepared by: Colin McElroy  
Account No.: 2150  
Type: Open Market  
Job: City Hall

CLIN	Qty.	Item ID	Description	UOM	Ea. Price	Total
<b>- Hardware -</b>						
001	1	0542-004	P7216 VIDEO ENCODER 16PORT SFP	EA	\$1,278.42	\$1,278.42
002	1	210-AAJV	Dell Precision T1700 MT CTO Base, 8GB (2x4GB) 1600MHz DDR3 Non-ECC	EA	\$2,293.67	\$2,293.67
003	8	SNV-6013	Compact Network Dome Camera 1080p 2MP Wide view angle	EA	\$256.50	\$2,052.00
004	2	SNF-8010	Network Fisheye Dome, 5MP, dewarping, true d/n	EA	\$610.07	\$1,220.14
005	2	VA2446M-LED	Viewsonic VA2446m-LED 24" LED LCD Monitor - 16:9 - 5 ms	EA	\$210.90	\$421.80
<b>- Installation Materials -</b>						
006	1.00	LOT - EQUIP	Installation Materials	EA	\$450.32	\$450.32
<b>- Labor -</b>						
011	1.00	OSINSTALL	Onsite Installation	EA	\$6,612.00	\$6,612.00
<b>- Leverage Onsite &amp; Warranty Support -</b>						
016	1	LM-0542-004-OS-1YR	12 Months On-Site NBD Support (8-5/ M-F)	EA	\$217.36	\$217.36
017	1	LM-0542-004-W-1YR	12 Month Extended Warranty, Depot Repair or Replacement	EA	\$79.95	\$79.95
018	1	LM-210-AAJV-OS-1YR	12 Months On-Site NBD Support (8-5/ M-F)	EA	\$203.77	\$203.77
019	1	LM-210-AAJV-W-1YR	12 Month Extended Warranty, Depot Repair or Replacement	EA	\$74.95	\$74.95
020	8	LM-SNV-6013-OS-1YR	12 Months On-Site NBD Support (8-5/ M-F)	EA	\$54.24	\$433.91
021	2	LM-SNF-8010-OS-1YR	12 Months On-Site NBD Support (8-5/ M-F)	EA	\$129.00	\$258.01
022	2	LM-SNF-8010-W-1YR	12 Month Extended Warranty, Depot Repair or Replacement	EA	\$47.45	\$94.90
023	2	LM-VA2446M-LED-OS-1YR	12 Months On-Site NBD Support (8-5/ M-F)	EA	\$31.40	\$62.80
<b>- Freight -</b>						
024	1.00	Freight - Fixed Price	Fixed Freight Charge	EA	\$220.36	\$220.36

No.: 1504578

Date: 09/18/2015

	<b>Your Price:</b>	<b>\$15,974.37</b>
	<b>Sales Tax</b>	<b>\$634.94</b>
	<b>SubTotal:</b>	<b>\$16,609.31</b>
	<b>Total:</b>	<b>\$16,609.31</b>

Prices are firm until 10/18/2015

Terms: Net 30

**Quoted by:** Colin McElroy, colin.mcelroy@leverageis.com

**Date:** 9/18/2015

**Signature:** \_\_\_\_\_

**PO#:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**PH# :** \_\_\_\_\_

**Disclaimer**

Unless otherwise quoted, Standard delivery charges are 30 days ARO. Expedited freight will be charged prepay and add. Please notify your sales rep should you want to use a freight account.

If applicable, sales tax will be charged when invoiced.

Leverage Information Systems 30 day return policy does not apply to changed, opened, or cancelled orders. In the event the customer chooses to change or cancel an order, restocking fees may apply.

- Leverage is a Small Business Enterprise
- Pricing is valid for (30) days
- Accepted Methods of Payment - Check or EFT, Please contact your sales rep for re-quote should you like to pay via Credit Card

Tax ID / EIN# 91-1607710  
DUNS# 807596051  
Cage Code: 0X6H7

**City of Rancho Cucamonga**  
**City Hall Surveillance**  
September 21, 2015



## **Design Proposal**

### ***Design Overview***

Leverage will integrate an existing 11 camera surveillance system within City Hall, to the Rancho Cucamonga City Wide Surveillance system consisting of Leverage VMS. Additional new IP cameras will also be added to provide more coverage.

An existing Pelco DVR unit, located within Lower Lever Office Rack, will be replaced by a new Axis 16-Channel Encoder to allow the conversion necessary from the existing analog cameras to an IP accessible device. Each of the 11 existing analog cameras will be relocated from the DVR to the new encoder unit. A new customer supplied CAT5/6 connection from the encoder to the surveillance switch will be required. Live video will be configured at 4CIF/30fps resolution and will be viewed on the existing PD viewing station.

Ten new IP cameras will be installed to supplement the existing surveillance system, adding coverage to key areas. Each camera will be CAT5/6 PoE cabled to an existing surveillance network switch by the customer; the customer is to provide all network services, hardware, PoE Power, and configuration to support the additional cameras. Camera locations are as follows:

1. Lower Level IT Hallway1 – Samsung SNV-6013
2. Lower Level IT Hallway2 – Samsung SNV-6013
3. Lower Level Loading Dock Door – Samsung SNV-6013
4. City Hall Entrance 360 – Samsung SNF-8010
5. City Hall Second Floor 360 – Samsung SNF-8010
6. City Hall Plaza Level Stairwell – Samsung SNV-6013

7. Council Chambers Hallway – Samsung SNV-6013
8. Council Chambers Entrance Door – Samsung SNV-6013
9. Plaza Level North Stairwell – Samsung SNV-6013
10. Plaza Level North Hallway – Samsung SNV-6013

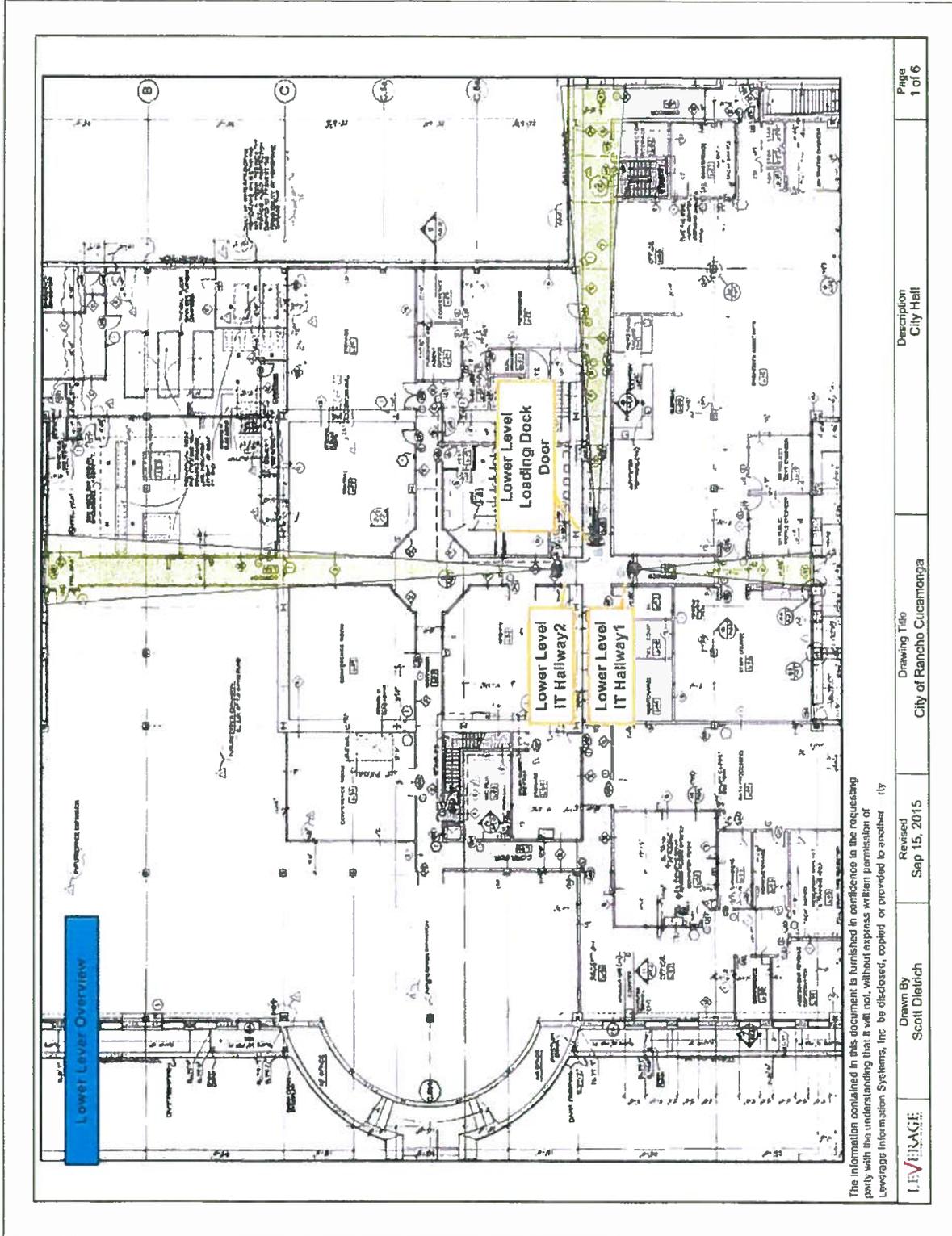
360 degree cameras will be installed the City Hall Entrance & 2<sup>nd</sup> Floor to provide maximum coverage of the area.

An existing NVR SAN unit, installed on the Metrolink project, will record the 19 (11 existing & 8 new) cameras for 31 days at 4CIF / 30 frames per second.

An additional viewing station will be installed at the City Yard within Neil Plummer's office. Leverage VMS will be installed and the viewing station will be configured to view City Hall and Archibald Library cameras. A multicast capable network connection from the City Yard to the City Hall/PD building will be required view video, and will be the responsibility of the customer.

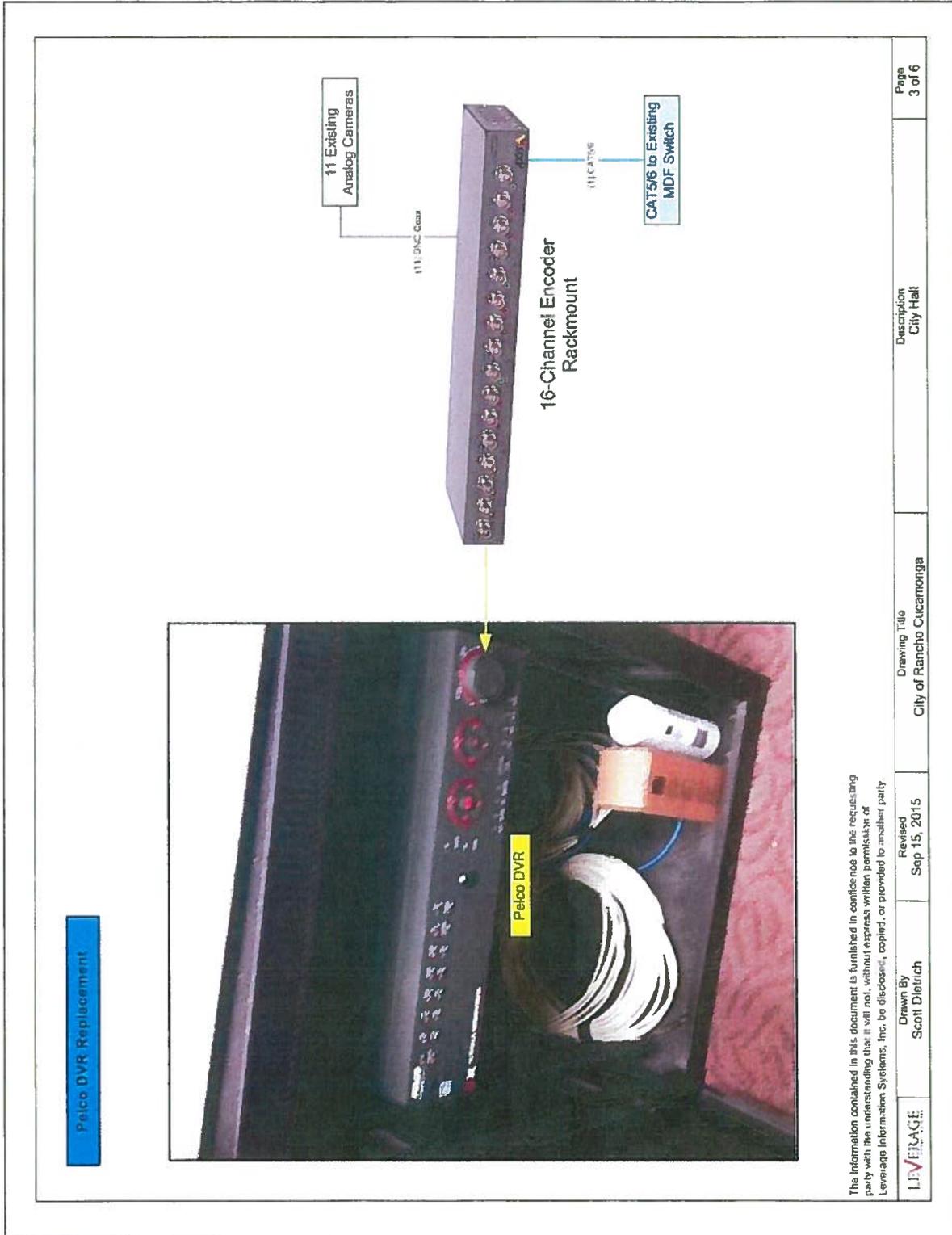
### ***Statement of Work***

1. Leverage will provide and install the following:
  - a. Axis P7216 16-Channel Encoder rack
    - i. Remove existing Pelco DVR and return to the customer
    - ii. Connect BNC coax cables (11) previously installed on the DVR to the new Encoder.
    - iii. CAT5/6 cable from the Encoder to the existing customer switch
  - b. Samsung SCV-6013 IP Vandal-Proof Dome Cameras (x8)
    - i. Install cameras and connect to customer supplied cabling/PoE power.
  - c. Samsung SNF-8010 360 Cameras (x2)
    - i. Install cameras and connect to customer supplied cabling/PoE power.
  - d. Configure existing Leverage VMS database to include the cameras. Add cameras to NVR for recording.
    - i. Create Building maps to show camera placement within VMS.
  - e. Install new Viewing Station at City Hall within Neil Plummer's office – two 24" Monitors will also be provided as part of the viewing station
    - i. Install Leverage VMS and configure to view video from City cameras and Archibald Library cameras.
  
1. Customer to provide and install:
  - a. All Network Switching & configuration required. Leverage Engineering will work with the customer to create a viable network topology.
  - b. CAT5/6 cabling with PoE power to each camera location. PoE to be IEEE802.3af class3 or higher.
  - c. CAT5/6 cabling from encoder unit to surveillance network switch



**Figure 1: Lower Level Overview**





**Figure 3: Pelco DVR Replacement**



**Figure 4: Lower Level Cameras**

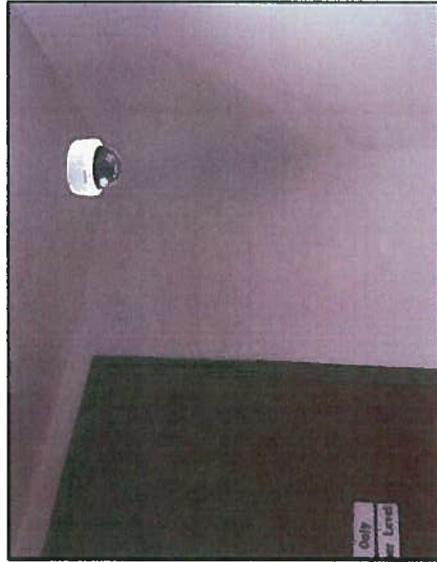
This document is to be treated as proprietary and confidential to Leverage Information Systems, Inc and is to be shared only with those individuals involved with the negotiation or proper execution of the AGREEMENT described herein.



**Figure 5: City Hall Cameras**

This document is to be treated as proprietary and confidential to Leverage Information Systems, Inc and is to be shared only with those individuals involved with the negotiation or proper execution of the AGREEMENT described herein.

**New Cameras – City Hall**



Plaza Level North Stairwell



Plaza level North Hallway

The information contained in this document is furnished in confidence to the requesting party with the understanding that it will not, without express written permission of Leverage Information Systems, Inc. be disclosed, copied, or provided to another party.

<b>LEVERAGE</b> INFORMATION SYSTEMS	Drawn By Scott Doleich	Revised Sep 15, 2015	Drawing Title City of Rancho Cucamonga	Description City Hall	Page 6 of 6
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**Figure 6: North Stairwell / Hallway Cameras**

## ***Payment Terms***

This project will commence on a date agreed to by both parties, and may change during the project as agreed upon by both parties and documented by Leverage Project Management.

1. Project will be invoiced 100% at project completion.

Project is Prevailing Wage

## Support Plans

Leverage Information Systems' video practice is committed to providing exceptional service and support to our customers. As part of that commitment, we offer two service support plans: On site and Remote. Each is tailored to provide the right amount of support for your video systems. Our Silver plan featuring phone center support is described below.

**Remote Phone Support plan.** Leverage Information Engineering will remotely diagnose reported system failures, and provide resolution. Remote support is predicated upon establishing VPN connectivity and appropriate access to the Customer's network. Corrective action may be resolved remotely, or require replacement of Field Replaceable Units.

- Response Time to initial call: 4 hours (normal business hours)
- Parts Coverage: All parts are covered under this plan. The only exceptions are standard consumable items such as batteries, access cards, etc.
- Leverage will provide system level training. Failed components will be diagnosed by Leverage and replaced by the customer.
- Items Not Covered: Any damage caused by misuse, abuse, accident, disaster, fire, flood, water, wind, lightning and Acts of God. Also, any items designed to fail in order to protect equipment, such as power and/or lightening suppressors.

**On-Site Support plan.** Leverage Information Engineering will remotely diagnose reported system failures, and provide resolution. Support is predicated upon establishing VPN connectivity and appropriate access to the Customer's network. As necessary, Leverage Information Engineering will deploy an Engineer **on site** for resolution.

- Response Time to initial call: 4 hours (normal business hours)
- Engineer on site: Next Business Day if determined by remote diagnosis.
- Parts Coverage: All parts are covered under this plan. The only exceptions are standard consumable items such as batteries, access cards, etc.
- Items Not Covered: Any damage caused by misuse, abuse, accident, disaster, fire, flood, water, wind, lightning and Acts of God. Also, any items designed to fail in order to protect equipment, such as power and/or lightening suppressors.

## Project Acceptance

---

Print Name

---

Title

---

Signature

---

Date

## ***Project Terms and Conditions***

### **On Site Material Storage**

On site storage of project materials may be necessary to meet project schedule and cost objectives. During the project charter development, Leverage may request that the customer provide a secure area to support storage of materials. Leverage assumes that the customer will make an agreed upon location available to store project related materials if deemed necessary.

### **Equipment Mounting Locations**

Within the Leverage proposal there may be locations identified where proposed equipment will be installed. Upon acceptance of the design proposal, Leverage assumes the following:

#### **Use of Assets for equipment mounting**

The proposal may include mounting of equipment in locations conducive to meet the project requirements. Leverage will document those locations in the design proposal and once agreed upon with the customer assumes the location is available for use immediately upon approval by the customer to proceed with the project, or at the time identified in the project schedule. Failure to make the agreed upon locations available by the customer may result in increased cost incurred by Leverage. If the failure to make agreed upon locations available it will be noted on the project schedule developed during the project charter development phase. Leverage will make every attempt to avoid incurring costs outside the scope of the project, but may find it necessary to pass those costs to the customer in the form of a change order.

### **Provisioning of Power**

Unless otherwise stated in the Statement of Work, power as specified in the Leverage proposal, is the responsibility of the customer. Typically for outdoor installations Leverage will require power to be extended to the equipment mounting location (within a few feet), and terminated into a standard J-box (typically 4" x 4"). Leverage will use flexible conduct from the customer provided J-Box to the Leverage equipment. The customer is responsible to provide continuous reliable power.

If the Statement of Work states that Leverage will provide power to the equipment, the customer agrees to provide a continuous reliable power source at an agreed upon location as identified within the Statement of Work or Project Charter.

### **Tree Trimming and other obstructions**

In many cases, Leverage deploys wireless networks to transport IP surveillance video. As such, Leverage will conduct a site survey during the development of a proposal based upon a clear line of site from one location to another as documented in the proposal.

Obstructions to line of sight may occur from the time the site survey was conducted to the installation, or even possibly after the initial installation. Lack of line of sight may impact the transmission of wireless signals.

Any obstructions to the line of sight that occur subsequent to the generation of the Leverage proposal are the responsibility of the customer. Remediation may result in tree trimming, sign removal and relocation, or other.

### **Sufficient lighting for video quality**

During the deployment of a proposal, lighting conditions are taken into consideration. Poor lighting conditions will impact video quality, and cause recorded video to require additional storage, which may not be taken into account. Some cameras support day/night and will automatically switch to night mode when lighting falls below a threshold. Artificial lighting including IR may improve vision in low light conditions. Leverage may include in the IR lighting with coverage areas that the customer may want to validate in order to ensure the desired coverage is achieved. During the project design this will be discussed and again reviewed during the project charter. The primary responsibility for sufficient lighting will be the customer's.

Leverage will make every attempt to ensure sufficient video quality with poor lighting including the following items below.

1. Existing lighting may be required to meet video quality objectives.
2. IR lighting may be added. If so, IR lighting has a coverage area much like a camera. The coverage area is provided by the IR lighting OEM, which is included in their specifications.

### **Traffic Management**

Unless otherwise agreed to in the proposal the customer is responsible for Traffic Management, including any local permits or other requirements related to access the location where equipment will be mounted.



### *Corporate Headquarters*

18815 139th Avenue NE, Suite B  
Woodinville, WA 98072  
800.825.6680 Toll free  
425.482.9200 Office  
425.485.9400 Fax

#### **California**

3100 East Cedar Street, Suite 13  
Ontario, CA 91761  
800.825.6680 Toll free  
909.418.2805 Office  
800.486.5009 Fax

[www.leverageis.com](http://www.leverageis.com)

## **About Leverage**

Leverage Information Systems, Inc. (LEVERAGE) is an industry leading IP communications networking solutions provider. Our Southwest Regional Office business unit is focused on delivering IP-based and hard-wired surveillance solutions that address Public Safety and Law Enforcement concerns. LEVERAGE maintains both corporate and regional certification for all aspects of any tactical surveillance architecture deployed by our professionals. We have become known for our "LEVERAGE Standard" reliable Public Safety deployments within multiple Law Enforcement Agencies in Southern California.

The LEVERAGE architecture lends itself to flexible add-on growth because of its open, peer-to-peer (server-less) and license-free deployment model. Existing LEVERAGE surveillance implementations are easily expanded by adding additional surveillance nodes. Our open architecture and flexible integration can be seen in many cities in Southern California.



**Leverage Information Systems**

Phone: 425-482-9200  
 Fax: 425-485-9400  
 PO Box 630  
 Woodinville, WA 98072

**Quote**

No.: **1504575**  
 Date: 09/17/2015

Prepared for:  
 Steve Wolff (909) 477-2857  
 City of Rancho Cucamonga

Prepared by: Colin McElroy  
 Account No.: 2150  
 Type: Open Market  
 Job: Archibald Library

CLIN	Qty.	Item ID	Description	UOM	Ea. Price	Total
<b>- Hardware -</b>						
001	1	0542-004	P7216 VIDEO ENCODER 16PORT SFP	EA	\$1,280.78	\$1,280.78
002	1	210-ACGZ	PowerEdge R220 1U Network Server, with 2.7GHz CPU, 1600 MHz, 4GB RAM, Dual NIC, 2 3TB drive, no OS RAID0	EA	\$1,441.12	\$1,441.12
003	3	LEV-NVR-5-LIC	Leverage NVR 2.x SW for QuickView. For use in SMB environment, HW Required for use	EA	\$698.60	\$2,095.80
004	4	SCV-5083	Analog Vandal Dome Camera, 1/3" 1.3MP CMOS, 1000TVL, Vari-focal Lens (2.8-10.5mm), True D/N, 120dB WDR, Analytics, 24VAC/12VDC, IP66, IK10	EA	\$237.21	\$948.84
<b>- Installation Materials -</b>						
005	1.00	LOT - EQUIP	Installation Materials	EA	\$346.92	\$346.92
<b>- Labor -</b>						
008	1.00	OSINSTALL	Onsite Installation	EA	\$4,080.00	\$4,080.00
<b>- Onsite &amp; Warranty Support -</b>						
012	1	LM-0542-004-OS-1YR	12 Months On-Site NBD Support (8-5/ M-F)	EA	\$217.36	\$217.36
013	1	LM-0542-004-W-1YR	12 Month Extended Warranty, Depot Repair or Replacement	EA	\$79.95	\$79.95
014	1	LM-210-ACGZ-OS-1YR	12 Months On-Site NBD Support (8-5/ M-F)	EA	\$278.54	\$278.54
015	1	LM-210-ACGZ-W-1YR	12 Month Extended Warranty, Depot Repair or Replacement	EA	\$102.45	\$102.45
016	4	LM-SCV-5083-OS-1YR	12 Months On-Site NBD Support (8-5/ M-F)	EA	\$50.17	\$200.70
<b>- Freight -</b>						
017	1.00	Freight - Fixed Price	Fixed Freight Charge	EA	\$132.12	\$132.12

<b>Your Price:</b>	<b>\$11,204.58</b>
<b>Sales Tax</b>	<b>\$499.65</b>
<b>SubTotal:</b>	<b>\$11,704.23</b>
<b>Total:</b>	<b>\$11,704.23</b>

No.: **1504575**

Date: 09/17/2015

Prices are firm until 10/17/2015

Terms: Net 30

**Quoted by:** Colin McElroy, colin.mcelroy@leverageis.com

**Date:** 9/17/2015

**Signature:** \_\_\_\_\_

**PO#:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**PH# :** \_\_\_\_\_

**Disclaimer**

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If applicable, sales tax will be charged when invoiced.

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- Leverage is a Small Business Enterprise
- Pricing is valid for (30) days
- Accepted Methods of Payment - Check or EFT, Please contact your sales rep for re-quote should you like to pay via Credit Card

Tax ID / EIN# 91-1607710

DUNS# 807596051

Cage Code: 0X6H7

## City of Rancho Cucamonga Archibald Library Surveillance

September 21, 2015



## Design Proposal

### *Design Overview*

Leverage will integrate an existing 15 camera surveillance system within the Archibald Library, to the Rancho Cucamonga City Wide Surveillance system consisting of Leverage VMS.

An existing fiber network connection existing from the Library to the City Hall; the customer is responsible for providing all networking services. Live video from the 15 Library cameras will be viewable on the customers' existing Viewing Station at the Police Dept. Video resolution is dependent on the customer supplied connection from the Library to the City Hall / PD, with preferable resolution at 4CIF/30fps.

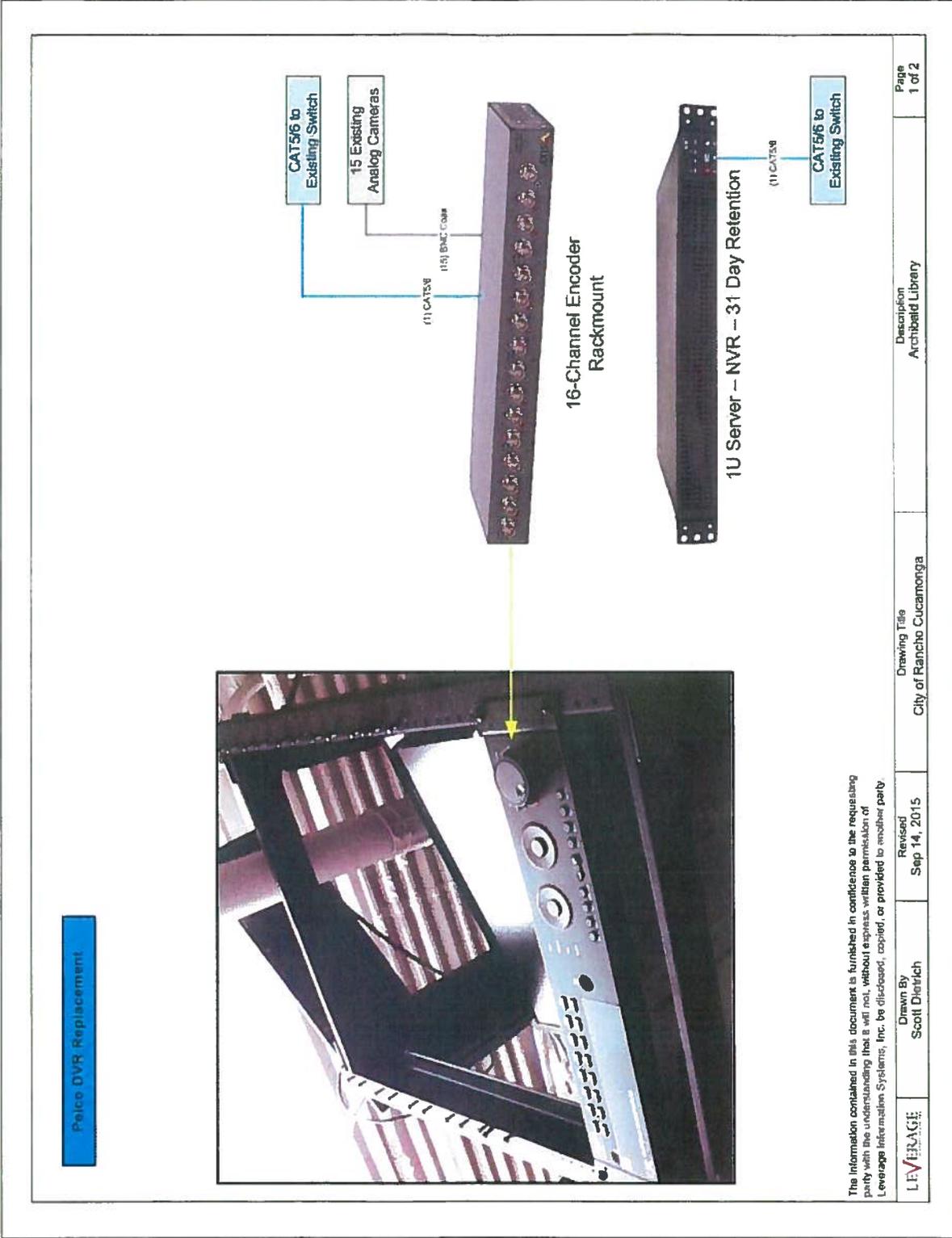
The existing Pelco DVR unit will be replaced by a new Axis 16-Channel Encoder to allow the conversion necessary from the existing analog cameras to an IP accessible device. A 1U Server will also be installed to allow for local, high resolution video recording. The server will run Leverage NVR software and will record the 15 Library cameras for 31 days at 4CIF / 30 frames per second.

Four existing analog cameras will be replaced by WDR capable analog dome cameras. WDR technology provides better image quality by balancing low light and bright light imaging.

## **Statement of Work**

1. Leverage will provide and install the following:
  - a. Axis P7216 16-Channel Encoder rack
    - i. Remove existing Pelco DVR and return to the customer
    - ii. Connect BNC coax cables (15) previously installed on the DVR to the new Encoder.
    - iii. CAT5/6 cable from the Encoder to the existing customer switch
  - b. 1U Server – 4TB
    - i. Load with Leverage NVR and configure to record the (15) Library cameras at 4CIF/30fps for 31 days retention.
    - ii. CAT5/6 connect to customer switch
  - c. Samsung SCV-5083 Analog Vandal-Proof Dome Cameras (x4)
    - i. Reuse existing power and cabling
    - ii. Aim cameras to provide view of entrances (Front Lobby, Front Entrance, & West Entrance) and rear of building (North Wall)
  - d. Configure existing Leverage VMS database to include the Library cameras
    - i. Create Building Maps to show camera placement within VMS

Customer is responsible to provide all networking (configuration and hardware) required to send video traffic from the Library to the City Hall / PD, for integration into the Leverage surveillance system.

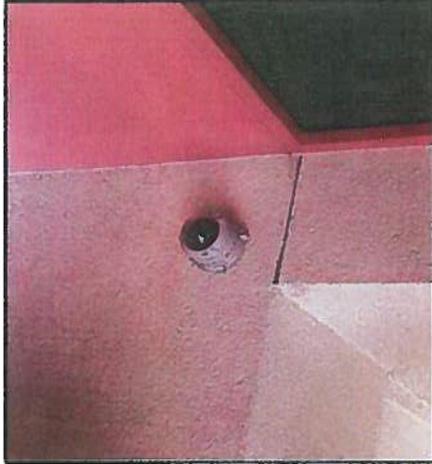


**Figure 1: DVR Replacement**

**New Cameras**



Lobby Camera Internal – Replace with WDR



Front Entrance Cam – Replace with WDR



West Entrance Camera – Replace with WDR



North Wall Exterior – Replace with WDR

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<b>LEVERAGE</b>	Drawn By Scott Diebrich	Revised Sep 14, 2015	Drawing Title City of Rancho Cucamonga	Description Archibald Library	Page 2 of 2
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**Figure 2: Replacement Camera Locations**

## ***Payment Terms***

This project will commence on a date agreed to by both parties, and may change during the project as agreed upon by both parties and documented by Leverage Project Management.

1. Project will be invoiced 100% at project completion.

Project is Prevailing Wage

## Support Plans

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- Response Time to initial call: 4 hours (normal business hours)
- Parts Coverage: All parts are covered under this plan. The only exceptions are standard consumable items such as batteries, access cards, etc.
- Leverage will provide system level training. Failed components will be diagnosed by Leverage and replaced by the customer.
- Items Not Covered: Any damage caused by misuse, abuse, accident, disaster, fire, flood, water, wind, lightning and Acts of God. Also, any items designed to fail in order to protect equipment, such as power and/or lightening suppressors.

**On-Site Support plan.** Leverage Information Engineering will remotely diagnose reported system failures, and provide resolution. Support is predicated upon establishing VPN connectivity and appropriate access to the Customer's network. As necessary, Leverage Information Engineering will deploy an Engineer **on site** for resolution.

- Response Time to initial call: 4 hours (normal business hours)
- Engineer on site: Next Business Day if determined by remote diagnosis.
- Parts Coverage: All parts are covered under this plan. The only exceptions are standard consumable items such as batteries, access cards, etc.
- Items Not Covered: Any damage caused by misuse, abuse, accident, disaster, fire, flood, water, wind, lightning and Acts of God. Also, any items designed to fail in order to protect equipment, such as power and/or lightening suppressors.

## Project Acceptance

Print Name	Title
Signature	Date

## ***Project Terms and Conditions***

### **On Site Material Storage**

On site storage of project materials may be necessary to meet project schedule and cost objectives. During the project charter development, Leverage may request that the customer provide a secure area to support storage of materials. Leverage assumes that the customer will make an agreed upon location available to store project related materials if deemed necessary.

### **Equipment Mounting Locations**

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### **Provisioning of Power**

Unless otherwise stated in the Statement of Work, power as specified in the Leverage proposal, is the responsibility of the customer. Typically for outdoor installations Leverage will require power to be extended to the equipment mounting location (within a few feet), and terminated into a standard J-box (typically 4" x 4"). Leverage will use flexible conduct from the customer provided J-Box to the Leverage equipment. The customer is responsible to provide continuous reliable power.

If the Statement of Work states that Leverage will provide power to the equipment, the customer agrees to provide a continuous reliable power source at an agreed upon location as identified within the Statement of Work or Project Charter.

### **Tree Trimming and other obstructions**

In many cases, Leverage deploys wireless networks to transport IP surveillance video. As such, Leverage will conduct a site survey during the development of a proposal based upon a clear line of site from one location to another as documented in the proposal.

Obstructions to line of sight may occur from the time the site survey was conducted to the installation, or even possibly after the initial installation. Lack of line of sight may impact the transmission of wireless signals.

Any obstructions to the line of sight that occur subsequent to the generation of the Leverage proposal are the responsibility of the customer. Remediation may result in tree trimming, sign removal and relocation, or other.

### **Sufficient lighting for video quality**

During the deployment of a proposal, lighting conditions are taken into consideration. Poor lighting conditions will impact video quality, and cause recorded video to require additional storage, which may not be taken into account. Some cameras support day/night and will automatically switch to night mode when lighting falls below a threshold. Artificial lighting including IR may improve vision in low light conditions. Leverage may include in the IR lighting with coverage areas that the customer may want to validate in order to ensure the desired coverage is achieved. During the project design this will be discussed and again reviewed during the project charter. The primary responsibility for sufficient lighting will be the customer's.

Leverage will make every attempt to ensure sufficient video quality with poor lighting including the following items below.

1. Existing lighting may be required to meet video quality objectives.
2. IR lighting may be added. If so, IR lighting has a coverage area much like a camera. The coverage area is provided by the IR lighting OEM, which is included in their specifications.

### **Traffic Management**

Unless otherwise agreed to in the proposal the customer is responsible for Traffic Management, including any local permits or other requirements related to access the location where equipment will be mounted.



### ***Corporate Headquarters***

18815 139th Avenue NE, Suite B  
Woodinville, WA 98072  
800.825.6680 Toll free  
425.482.9200 Office  
425.485.9400 Fax

#### **California**

3100 East Cedar Street, Suite 13  
Ontario, CA 91761  
800.825.6680 Toll free  
909.418.2805 Office  
800.486.5009 Fax

[www.leverageis.com](http://www.leverageis.com)

### **About Leverage**

Leverage Information Systems, Inc. (LEVERAGE) is an industry leading IP communications networking solutions provider. Our Southwest Regional Office business unit is focused on delivering IP-based and hard-wired surveillance solutions that address Public Safety and Law Enforcement concerns. LEVERAGE maintains both corporate and regional certification for all aspects of any tactical surveillance architecture deployed by our professionals. We have become known for our "LEVERAGE Standard" reliable Public Safety deployments within multiple Law Enforcement Agencies in Southern California.

The LEVERAGE architecture lends itself to flexible add-on growth because of its open, peer-to-peer (server-less) and license-free deployment model. Existing LEVERAGE surveillance implementations are easily expanded by adding additional surveillance nodes. Our open architecture and flexible integration can be seen in many cities in Southern California.



**Leverage Information Systems**

Phone: 425-482-9200  
 Fax: 425-485-9400  
 PO Box 630  
 Woodinville, WA 98072

**Quote**

No.: **1505229**  
 Date: 11/03/2015

Prepared for:  
 Steve Wolff (909) 477-2857  
 City of Rancho Cucamonga

Prepared by: Colin McElroy  
 Account No.: 2150  
 Type: Open Market  
 Job: SAN Upgrade - 144TB

CLIN	Qty.	Item ID	Description	UOM	Ea. Price	Total
<b>- Hardware &amp; Software -</b>						
001	1	XNVR300	xVault Network Video Recorder 300 Series, 4U, 24 Drive (6TB), Raid 5	EA	\$30,730.77	\$30,730.77
<b>*NOTE - 3 year warranty included in cost of Seneca NVR.</b>						
002	1.00	LEV-SANNVR-ENT-LIC	Leverage NVR 2.x SW for use in SAN environment, HW Required for use	EA	\$5,495.00	\$5,495.00
<b>- Installation Materials -</b>						
003	1.00	LOT - EQUIP	Installation Materials	EA	\$500.00	\$500.00
<b>- Labor -</b>						
005	1.00	OSINSTALL	Onsite Installation	EA	\$1,292.48	\$1,292.48
<b>- Leverage Onsite Support -</b>						
008	1	LM-xNVR300-OS-1YR	12 Months On-Site NBD Support (8-5/ M-F)	EA	\$2,402.02	\$2,402.02
<b>- Freight -</b>						
009	1.00	Freight - Fixed Price	Fixed Freight Charge	EA	\$286.00	\$286.00

<b>Your Price:</b>	<b>\$40,706.27</b>
<b>Sales Tax</b>	<b>\$3,064.34</b>
<b>SubTotal:</b>	<b>\$43,770.61</b>
<b>Total:</b>	<b>\$43,770.61</b>

Prices are firm until 12/3/2015      Terms: Net 30

**Quoted by:** Colin McElroy, colin.mcelroy@leverageis.com

**Date:** 11/3/2015

**Signature:** \_\_\_\_\_ **PO#:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**PH# :** \_\_\_\_\_

**Disclaimer**

Unless otherwise quoted, Standard delivery charges are 30 days ARO. Expedited freight will be charged prepay and add. Please notify your sales rep should you want to use a freight account.

**Quote**No.: **1505229**

Date: 11/03/2015

If applicable, sales tax will be charged when invoiced.

Leverage Information Systems 30 day return policy does not apply to changed, opened, or cancelled orders. In the event the customer chooses to change or cancel an order, restocking fees may apply.

- Leverage is a Small Business Enterprise
- Pricing is valid for (30) days
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Tax ID / EIN# 91-1607710

DUNS# 807596051

Cage Code: 0X6H7

# STAFF REPORT

PLANNING DEPARTMENT



**Date:** December 16, 2015

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

**From:** Linda Daniels, Assistant City Manager

**By:** Flavio Nuñez, Management Analyst II

**Subject:** Consideration to approve an Amended and Restated Mobile Home Accord for a period of ten years with the following mobile home parks located in Rancho Cucamonga: Alta Laguna, Alta Vista, Casa Volante, Chaparral Heights, The Pines, Ramona Villa, and Sycamore Villa

## RECOMMENDATION

It is recommended that the City Council approve the Amended and Restated Mobile Home Accord for a time period of ten years with the following mobile home parks; Alta Laguna, Alta Vista, Casa Volante, Chaparral Heights, The Pines, Ramona Villa, and Sycamore Villa.

## BACKGROUND

The Mobile Home Accord is an agreement between the City and the mobile home park owners and addresses space rent increases. The Accord was put into place almost 28 years ago as a way to provide stability to mobile home park rents while still respecting the rights of the park owners and their right to a “fair return” on their investment. The last extension was executed in April 2008 and is set to expire February 5, 2016.

The Mobile Home Accord allows a mobile home park owner to increase space rents a certain percentage each year based on the Consumer Price Index (CPI) with a minimum of 3% and a maximum of 9%. That means if the CPI is below 3%, the owner can still raise rates by 3% and should the CPI rise above 9%, the owners can only increase rents by a maximum of 9%.

As required by the Mobile Home Accord, the City of Rancho Cucamonga each year calculates the CPI based on an average of the previous 12-month released indexes. The data is obtained from the U.S. Department of Labor for the Consumer Price Index for Urban Consumers (CPI-U) as published for the Los Angeles-Orange County-Riverside area. City staff verifies and approves all proposed rent increases for each park.

The Accord also contains a voluntary vacancy control provision that limits how much rent can increase after a mobile home is sold or termination of tenancy has occurred. The Accord limits the rent increase to 15%, once every three years, except if the property is transferred to an immediate family member (legal spouse, parents, or children). The Accord also addresses other adjustments such as for governmental tax changes, utilities, and capital projects.

The Accord only regulates space rent increases and does not have the authority to address other concerns such as landlord-tenant issues, park rules and regulations, long-term leases, and most maintenance issues. The California Mobile Home Residency Law regulates these issues and both

Consideration of renewal of Mobile Home Accords for a period of ten years with the following mobile home parks located in Rancho Cucamonga: Alta Laguna, Alta Vista, Casa Volante, Chaparral Heights, The Pines, Ramona Villa, and Sycamore Villa

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mobile home and park owners can utilize the Inland Fair Housing and Mediation Board to assist when conflicting issues arise.

### **ACCORD RENEWAL**

As stated earlier, the current Mobile Home Accord is set to expire February 5, 2016. Staff has met with the representative of the owners and also with the resident committees to discuss and review this extension. With the exception of the Groves, all of the mobile home park owners and those parks that have resident committees have agreed to a 10-year extension. The Amended and Restated Accord also includes other minor updates. Language was added to the Accord that requires park owners obtain a signed acknowledgement from prospective residents confirming they were offered the Accord if they choose a long term lease. This update to the Accord was requested by the resident committees and agreed to by the owners. That Accord also updates the rent increase notification period from 60-days to 90-days per Mobile Home Residency Law.

In the case of the Groves Mobile Home Park, the owners requested the Accord be modified to allow rents to be adjusted in the event property taxes increase due to change in ownership. Currently, the Accord allows for rents to be adjusted in the event of an increase in taxes, assessments, or levies imposed upon the mobile home park by local, state or federal government agencies, except when an increase is due to a change in ownership. At this time, however, staff is recommending the Amended and Restated Mobile Home Accord be approved with the seven parks listed in the title of the staff report. It is not uncommon to have a mobile home park enter the Accord after the initial approval of the agreement as this happened more than once in the Accord's history. Communication between the City and the Groves ownership remains positive, and it is hoped that an extension for this park can be considered by the City Council in the near future.

Respectfully submitted,



Linda Daniels  
Assistant City Manager

Attachment – Amended and Restated Mobile Home Accord

AMENDED AND RESTATED AGREEMENT BETWEEN THE CITY OF RANCHO CUCAMONGA AND OWNERS OF CERTAIN MOBILE HOME PARKS WITHIN RANCHO CUCAMONGA PROVIDING FOR AN ANNUAL MAXIMUM RENT ADJUSTMENT

This Amended and Restated Agreement (“Agreement”), which shall be known as “The Mobile Home Park Accord” or “Accord” is made and entered into by and between the City of Rancho Cucamonga, California, a municipal corporation (hereinafter referred to as “City”), and the owners of certain mobile home parks in the City of Rancho Cucamonga, California (hereinafter collectively and individually referred to as “Owner”), and is effective as of this 16th day of December, 2015; and provides as follows:

**RECITALS**

WHEREAS, there exists within the City and the surrounding areas a serious shortage of mobile home rental spaces, which has resulted in low vacancy rates and potential for rising space rents; and

WHEREAS, because of the high cost of moving mobile homes, the potential for damage resulting therefrom, the requirements relating to the installation of mobile homes, including permits, landscaping and site preparation, the lack of alternative home sites for mobile home residences and the substantial investment of mobile home owners in such homes, there exists a shortage of mobile home park spaces; and

WHEREAS, it is necessary to protect the residents of mobile homes from unreasonable space rent increases, while at the same time recognizing the need for mobile home park owners to receive a just and reasonable income sufficient to cover the costs of repairs, maintenance, insurance, employee services, additional amenities and other operations, as well as a just and reasonable return on investment; and

WHEREAS, it is commonly known that, after initial installation, virtually all mobile homes are never thereafter moved and when a resident decides to move, the mobile home is commonly sold in place and if rents are below free-market levels, the possibility exists that a portion of the mobile home space value might be transferred upon such sale unless rents are allowed to rise upon such sale to levels which are closer to or at free-market levels; and

WHEREAS, decisions of a rent stabilization board or similar decision-making body may not necessarily fulfill the intent of protecting mobile home residents from unreasonable space rent increases, nor do such decisions always provide an owner with the opportunity for a just and reasonable income sufficient to operate a mobile home park, and to gain a fair and reasonable return on investment; and

WHEREAS, concerns among residents and owners of mobile home parks over rent increases and other park-related situations can often best be resolved between the two parties to negotiate in good faith and reach agreement; and

WHEREAS, it is the intent of this Mobile Home Accord to protect mobile home park residents from unreasonable space rent adjustments and mobile home park owners from infringement upon property rights; and

WHEREAS, the City Council has adopted Resolution No. 332 which creates a residence committee in each of the eight mobile home parks, and which authorizes the Mayor to execute this Agreement on behalf of the City; and

WHEREAS, by mutual agreement, a mobile home accord between the City and Owner has been in existence from January 1, 1985 to the effective date of this Agreement and said accord has fulfilled its purpose by stabilizing rents during the period 1985 through 2015 and of generally improving relations between residents and owners within the City.

NOW, THEREFORE, the parties agree as follows:

1. **Recitals.** The above recitals are incorporated in this Agreement.
2. **Consideration.** In consideration of Owner entering into this Agreement, and Owner keeping and performing all of the terms, covenants and conditions to be kept and performed by Owner, City agrees that during the term of this Agreement, provided Owner is not in breach of this Agreement, the City Council of City shall not enact any ordinance, resolution, or other regulation which imposes restrictions upon or otherwise controls Owner's increase or decrease of mobile home space rents.
3. **Definitions.** For purposes of this Agreement, the following words and phrases shall have the meanings hereinafter stated:
  - A. "Annual Rent Adjustment" shall mean the rent adjustment made to the Base Rent not more frequently than once every 365 days.
  - B. "Base Rent" shall be that rent charged by a Mobile Home Park as of December 31, 2015, and recalculated thereafter each year according to any increase only for changes in the Consumer Price Index and shall not include any additional increases other than CPI except as provided in paragraph 8 hereof and as otherwise specifically provided for herein.
  - C. "Capital Project" shall mean a project which includes the construction of (i) new improvements mandated by a public entity for health or safety purposes, or (ii) the replacement of old improvements in a mobile home park, including, but not limited to, construction, installation or replacement of a clubhouse or portions thereof, common area facilities, swimming pool, sauna or hot tub, or other recreational amenities, streets and driveways, security gates, outdoor or common area lighting, retaining walls, sewer, electrical, plumbing, water, or television reception systems, sprinkler systems, or any similar improvement. Capital projects are improvements defined herein which have a life expectancy of five (5) years or more, which are treated as Capital Improvements for Federal and State income tax purposes, which may not be deducted for such tax purposes as expenses and which have a minimum value of at least ten thousand dollars (\$10,000) for each project. Capital Projects do not include normal repairs or maintenance or insured repairs or replacements. Further, Capital Projects do not include

improvements required due to Owner's failure to provide reasonable and sound maintenance of a facility or facilities.

D. "Consumer Price Index" (CPI) shall mean the Consumer Price Index for Urban Consumers (CPI-U) as published for the Los Angeles-Anaheim-Riverside area by the U.S. Department of Labor, Bureau of Labor Statistics.

E. "Mobile Home" shall mean a structure designed for human habitation and for being moved on a street or highway under permit pursuant to Section 35790 of the California Vehicle Code. Mobile home includes a manufactured home, as defined in Section 18007 of the Health and Safety Code, and a mobilehome, as defined in Section 18008 of the California Health and Safety Code, but does not include a recreational vehicle, as defined in Section 799.24 of the California Civil Code and Section 18010 of the California Health and Safety Code or a commercial modular or commercial coach as defined in Section 18001.8 of the California Health and Safety Code.

F. "Mobile Home Park" shall mean any area of land within the City where two or more mobile home spaces are rented, or held out for rent, to accommodate mobile homes used for human habitation, which is subject to the terms and provisions of this Agreement, including a mobilehome park, as defined in Section 798.4 of the California Civil Code, a manufactured housing community as defined in Section 18210.7 of the Health and Safety Code, or as "mobilehome park" is otherwise defined by state law.

G. "Mobile Home Space" shall mean the site within a mobile home park intended, designed, or used for the location or accommodation of a mobile home and any accessory structures or appurtenances attached thereto or used in conjunction therewith, which is subject to the terms and provisions of this Agreement.

H. "Owner" shall include the owner or operator of a mobile home park or an agent or representative authorized to act on said owner's or operator's behalf in connection with the maintenance or operation of that park.

I. "Rent" shall mean the money paid in consideration of the use and occupancy of a mobile home space, including services, amenities, and benefits in connection therewith.

J. "Resident" shall mean any person entitled to occupy a mobile home dwelling unit pursuant to ownership thereof or rental or lease arrangement with the owner of the subject dwelling unit, or as authorized pursuant to the Mobile Home Residency Law.

K. "Resident Committee" shall mean that five-member committee for each mobile home park established by resolution of the City Council.

L. "Voluntary Vacancy" shall mean any one of the following: a sale or resale of a mobile home to a new resident(s); a removal of the mobile home from the space; or a termination of tenancy pursuant to the Mobile Home Residency Law. A sale, resale or transfer of interest between members of the same immediate family (defined as the homeowner's legal spouse, the homeowner's legal parents or the homeowner's legal children) shall not constitute a voluntary vacancy under this provision.

4. **Term.** The term of this Agreement shall be deemed to have commenced on February 6, 2016 and shall end at 11:59 p.m. on February 5, 2026.

5. **Applicability.**

A. The provisions of this Agreement shall apply to all Mobile Home Parks and all Mobile Home Spaces owned by Owner within the City, except as provided in subparagraph B.

B. This Agreement shall not apply to Mobile Home Spaces covered by leases at the effective date of this Agreement, which provided for more than month-to-month tenancy, but only for the duration of any such lease. Upon the expiration or other termination of any such lease, all provisions of this Agreement shall immediately be applicable to the Mobile Home Space, unless and until such space is again leased for more than a month-to-month tenancy.

C. None of the provisions of this Agreement shall preclude a Resident from entering into a written lease with and the Owner for more than a month-to-month tenancy.

D. Owner shall inform any prospective Resident of the applicability of this Agreement to the prospective Mobile Home Space and shall supply a copy of this Agreement to such prospective Resident prior to executing a written lease with such prospective Resident. At the time a Lease is executed with an Owner, the Resident shall sign an acknowledgement, which will be retained by the Owner, which states the Accord was offered but was declined by the Resident.

E. This Agreement shall not be effective for any purpose until it has been executed by duly authorized representatives of the Owners of all Mobile Home Parks which are situated in the City as of March 4, 1992 other than The Groves Mobile Home Park (formerly known as Foothill Mobile Manor).

F. Nothing in this Agreement shall be deemed to impose any obligation upon any owner with respect to a Mobile Home Park not subject to such Owner's control.

6. **Mobile Home Park Registration.** Within sixty (60) days of written notice by the City Manager or his designee, Owner shall be required to file with the City Manager or his designee a Rent Registration Statement for each Mobile Home Space affected by this Agreement. The City Manager or his designee shall devise such registration forms so as to call for information reasonably necessary to carry out the purposes and policies of this Agreement, and shall mail such forms to Owner in sufficient time as to allow Owner to file its/their Registration Statements. The Rent Registration Statement shall be made part of this Agreement upon its filing.

7. **Rent Adjustment.**

A. At least ninety (90) days prior to the effective date of a rental adjustment, Owner shall serve all affected Residents, either personally or by mail, with notice of the proposed adjustment in accordance with state law. Within five (5) days prior to any notice to Residents of a rent adjustment, Owner shall provide the City Manager or his designee with the following information:

- (1) The effective date of the noticed adjustment;
- (2) Identification of the Mobile Home Spaces affected;
- (3) The amount of the Rent prior to the effective date of the notice for each of those Mobile Home Spaces;
- (4) The amount of the increase (in dollars) for each of those Mobile Home Spaces and the basis for the increase with supporting data and calculations;
- (5) The identity of spaces under lease.

B. No adjustment to the Base Rent for a Mobile Home Space shall be noticed or permitted or enforced more frequently than once every 365 days, except as provided in paragraph 8 hereof.

C. Maximum Allowable Adjustment to Rent.:

(1) Owner shall be permitted to increase rent as to a Mobile Home Space in excess of that which was lawfully charged during the previous year based upon all or any of the following bases:

(a) Once each calendar year, Owner may adjust the Base Rent in an amount not to exceed that amount derived by multiplying said Base Rent by one hundred percent (100%) of the change of the CPI, as defined herein and as established by the City Manager. Said increase shall not be less than three percent (3%) of said Base Rent nor greater than nine percent (9%) hereof.

(b) Owner may be granted an increase in Rent spread across all Mobile Home Spaces in the Mobile Home Park on a pro rata basis in the event of an increase in the taxes (except any increase in property taxes due to a change in ownership), assessments, or levies imposed upon the Mobile Home Park by local, state or federal government agencies. Owner shall so decrease Rent in said manner in the event of a decrease in such costs to Owner. Any such increase may be made and any such decrease shall be made at the time when Owner incurs the same subject to notice requirements applicable thereto.

(c) Owner may be granted an increase in Rent in the event of an increase in the amount charged to Owner for refuse collection, sewer, water, electric, gas and other public utility services. Owner may be granted said increase only for that increased amount charged which is greater than the charge effective as of the conclusion of the previous calendar year multiplied by the percentage adjustment to the Base Rent last calculated and allowed pursuant to subparagraph 7(C)(1)(a) hereof. Any such increase shall be spread across all Mobile Home Spaces in the Mobile Home Park on a pro rata basis. Owner shall decrease Rent in an amount equivalent to the total decrease in such costs. Such decrease shall be spread across all Mobile Home Spaces in the Mobile Home Park on a pro rata basis. Any such increase may be made and any such decrease shall be at the time when Owner incurs the same subject to notice requirements applicable thereto. The amount adjusted for refuse collection for each space within a Mobile Home Park shall not be greater than any adjustment for refuse collection made to

residential units within the City. Documentation substantiating any such additional increase or decrease must be submitted to the City at least five (5) days before notice of such is made to any park resident.

(d) Owner may be granted an increase in Rent spread across all Mobile Home Spaces in the Mobile Home Park on a pro rata basis in the event a Capital Project, as defined herein, is made within the Mobile Home Park. The amount allowed as increased Rent shall be equal to fifty percent (50%) of the costs of the Capital Project, including design, permits, construction and financing costs. The increase in Rent may be made at the time when the Capital Project is completed as determined by final inspection of all governmental entities, if any, having jurisdiction over the Capital Project, subject to notice requirements applicable thereto. Said increase in Rent shall be evenly spread over a period of time equivalent to either the Internal Revenue Service amortization period applicable to the Capital Improvement or a shorter period agreed to by Owner and the Resident Committee in the subject Mobile Home Park.

In the event the Resident Committee asserts that no Rent increase based on the Capital Project should occur because the need for the same assertedly was generated by Owner's failure to provide reasonable and normal maintenance of a facility or facilities and Owner disputes said assertion, the dispute shall be submitted to binding arbitration pursuant to the applicable procedures of the American Arbitration Association. The determination made pursuant to such arbitration shall be binding, final and enforceable in the same manner as a final judgment of a court of law. The costs of such arbitration shall be shared equally by the Owner and the Residents.

Notwithstanding anything to the contrary stated herein, Owner and the residents of a Mobile Home Park, by and through the Resident Committee, may enter into a written amendment(s) to this Agreement providing for Owner installing a new amenity in such park in consideration of Owner being enabled to recover all or a portion of the costs thereof by way of increases to Rent charged pro rata to all Mobile Home Spaces within such park.

Owner and the Residents of a Mobile Home Park, by and through the Resident Committee, shall in good faith negotiate the sharing of costs of repairing or replacing facilities incurred due to any acts of God.

(2) Annually, beginning on the effective date of this Agreement, the City Manager or his designee shall determine the percentage change in the Consumer Price Index which shall be used to calculate rent adjustments allowed for all applicable Mobile Home Spaces. Said percentage CPI shall be calculated by dividing the sum of all monthly CPI percentage changes during the previous year by twelve, beginning with CPI released in the previous to the current year and ending with the CPI released in November of the immediately previous year. The City Manager or his designee, upon request, shall notify an Owner of such allowable Consumer Price Index.

D. In the event an Owner attempts to increase without complying with the provisions of this Agreement, such an increase shall be deemed null and void, and Residents shall not be required to pay such increase.

E. In the event the park Resident Committee questions the validity of a request to increase or decrease Rent, said committee may request City to review said request. Owner agrees to meet with City and Resident Committee, and shall provide documentation explaining the validity of any such request as provided herein. Said increase shall not be valid until approved in writing by the City Manager or his designee to be in compliance with this Agreement.

8. **Voluntary Vacancies.** In addition to any other adjustments to Rent allowed under paragraph 7(C) hereof, and notwithstanding the limitation providing for only one rental adjustment per year to the Base Rent pursuant to Paragraph 7(B), Owner shall be permitted to increase the Base Rent applicable to a Mobile Home Space upon a voluntary vacancy of the space by an amount not greater than to fifteen percent (15%) of the Base Rent for the Mobile Home Space applicable at the time of the voluntary vacancy. The Base Rent on a particular Mobile Home Space shall not be increased due to a voluntary vacancy more frequently than once in any thirty-six (36) month period.

9. **Discretion for Lower Adjustments.** Nothing in this Agreement shall be construed as requiring an Owner to adjust Rents each year or as preventing an Owner from adjusting Rent to levels less than those herein allowed. Further, Owner shall give good faith consideration to a Resident's request to be relieved from an increase in Rent allowable hereunder due to that Resident's suffering substantial economic hardship.

10. **Responsibilities of Owner.**

A. Owner agrees that during the term of this Agreement Owner shall furnish all of the facilities and utilities listed on Exhibit "A" hereto to all Residents at no extra charge. Owner also agrees to provide and maintain in satisfactory working order and condition, during the term of this Agreement, all physical improvements and common facilities and areas within the Mobile Home Park which are listed on Exhibit "A" hereto. Owner shall also comply with all requirements set forth in the Mobile Home Residency Law. Notwithstanding the foregoing, with the consent of City, Owner may reduce or eliminate a service within the Mobile Home Park or to any Resident which does not affect the health, safety and welfare of any Resident, provided that a proportionate share of the cost savings resulting from such reduction or elimination is passed on to the Residents in the form of a decrease in Rent. If a Mobile Home Park Owner who provides utility services, reduces or eliminates such service by separate metering or other lawful means of transferring to the Resident, the obligation for payment for such services, the cost savings shall be deemed to be the cost of such transferred utility service for the twelve (12) months prior to the installation and use of the metering system reasonably apportioned to exclude common area costs.

For the purposes of this section, in determining cost savings to be passed on to the resident in the form of decreased Rent, the cost of installation of separate utility meters, or similar costs to Mobile Home Park Owner to shift the obligation per payment of utility costs to the Resident, shall not be considered.

B. The Owner shall meet upon reasonable notice with the Resident Committee recognized by resolution of the City Council or as required by the Mobile Home Residency Law.

There shall be a minimum of one meeting per year to generally discuss general park welfare, or City and Community items of importance. The Owner or his/her/its authorized representative shall also meet with the Resident Committee within thirty (30) days of a written request by the Resident Committee and prior to:

- (1) Alterations or deletions of amenities, services, or equipment; or
- (2) Changes to the Mobile Home Park rules and regulations.

With respect to any concerns submitted in writing by the Resident Committee to the Owner, the Owner shall provide a written response to the action items within twenty (20) days after the meeting.

**11. Renegotiation at Expiration of Agreement.** Within the six (6) month period prior to the termination of this Agreement, Owner and City may renegotiate the terms of this Agreement.

**12. Remedies.**

A. City shall enforce the provisions of this Agreement on behalf of a Resident or Residents in the event of breach of or noncompliance with this Agreement by Owner.

B. Any Resident aggrieved by a breach of or noncompliance with this Agreement by an Owner shall, as a third party beneficiary of this Agreement, have the right on such resident's own behalf to prosecute a civil action against Owner, in any court of competent jurisdiction, to enforce the provisions of this Agreement or recover damages for the breach hereof.

**13. Miscellaneous.**

A. This Agreement supersedes all prior agreements, amendments, supplements, addenda and/or extensions of any agreements between the City and each and/or all of the Owners listed below, and all exhibits or appendices attached thereto, providing for a mobile home accord, an annual maximum rent adjustment or as otherwise relating to or with respect to the subject matter of this Agreement.

B. This Agreement shall be interpreted according to the laws of the State of California.

C. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns of each Owner.

D. If any provision of this Agreement or the application thereof to any person or circumstance is held to be unlawful or is otherwise invalidated by a final judgment of any court of competent jurisdiction, such invalidity shall not affect other provisions or applications of this Agreement which can be implemented without the invalid provision or application, and, to this end, the provisions of this Agreement are deemed to be severable.

E. To the extent that the context of this Agreement so requires, the singular shall include the plural and the masculine, feminine and neuter genders shall each include the other.

F. This Agreement may not be altered, amended or revoked except by an instrument in writing executed by City and all Owners who are signatories hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Amended and Restated Agreement on the day and year first above written.

City of Rancho Cucamonga  
A municipal corporation

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

Attest:

By: \_\_\_\_\_  
Linda A. Troyan, City Clerk

Approved as to Form:

By: \_\_\_\_\_  
James L. Markman, City Attorney

Owner: Alta Laguna Mobile Home Estates

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

Owner: Alta Vista Mobile Home Park

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

Owner: Casa Volante Mobile Home Park

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

Owner: Chaparral Heights Mobile Home Park

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

Owner: The Pines Mobile Home Park

By: \_\_\_\_\_  
Russell C. Jay Family Trust  
dated October 22, 1987  
General Partner

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

By: \_\_\_\_\_  
The Ben Rochelle Revocable Trust  
dated August 9, 1998  
General Partner

By: \_\_\_\_\_  
Ben Rochelle

Owner: Ramona Villa Mobile Home Park

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

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

Owners: Sycamore Villa Mobile Home Park

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

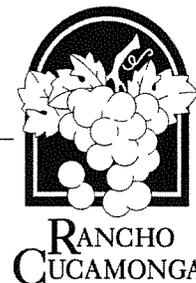
By: \_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attachment: Exhibit "A"

# STAFF REPORT

COMMUNITY SERVICES DEPARTMENT



**Date:** December 16, 2015

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

**From:** Nettie Nielsen, Community Services Director

**By:** Christen Mitchell, Management Analyst II *cm*

**Subject:** CONSIDERATION TO APPROVE THE PLANS AND SPECIFICATIONS FOR THE "CONSTRUCTION OF LOS AMIGOS PARK" AND AUTHORIZE THE CITY CLERK TO ADVERTISE THE "NOTICE INVITING BIDS", TO BE FUNDED FROM ACCOUNT NO. 1235305-5650/1754235-0.

## RECOMMENDATION

It is recommended that the City Council approve the plans and specifications for the Construction of Los Amigos Park and approve the attached resolution authorizing the City Clerk to advertise the "Notice Inviting Bids", to be funded from account number 1235305-5650/1754235-0.

## BACKGROUND/ANALYSIS

The City was awarded a \$3.9 million dollar Proposition 84 Grant in 2010 to build an approximately 3.5 acre park on a vacant parcel on Madrone Avenue (just north of 9<sup>th</sup> Street) now referred to as the future Los Amigos Park site. The park will include an outdoor fitness area, running and walking trail, playground and water play area, picnic area, multi-purpose field, skate spot, basketball court and a community art element. All features of the park are required grant deliverables.

Legal advertising is scheduled for December 22, 2015 and December 29, 2015 with a bid opening at 2:00 p.m. on Tuesday, February 2, 2016 unless extended by Addenda. A mandatory pre-bid job walk is scheduled at 10:00 a.m. on Thursday, January 7, 2016. It is a requirement of the grant that the park be completed by March 2017.

Respectfully submitted,

Nettie Nielsen  
Community Services Director

Attachment

## RESOLUTION NO. 15-219

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA, APPROVING PLANS AND SPECIFICATIONS FOR THE CONSTRUCTION OF LOS AMIGOS PARK 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 "CONSTRUCTION OF LOS AMIGOS PARK".

**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 FEBRUARY 2, 2016, sealed bids or proposals for the " CONSTRUCTION OF LOS AMIGOS PARK" in said City.

A **MANDATORY** pre-bid meeting is scheduled for 10:00 a.m. on JANUARY 7, 2016, at the Public Works Service Center located at 8794 Lions Street, Rancho Cucamonga CA 91730 and then the future Los Amigos Park site located at 8625 Madrone Avenue, south of Arrow Route, north of 9<sup>th</sup> Street (APN 0207-262-57). This meeting is to allow Bidders the opportunity to view the project site. Bidders' attendance at this meeting is a prerequisite for bidding on the project.

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 the CONSTRUCTION OF LOS AMIGOS PARK."

**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 apprenticeship 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) 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 "CONSTRUCTION OF LOS AMIGOS PARK" may be directed to:

CHRISTEN MITCHELL  
10500 Civic Center Drive, Rancho Cucamonga, CA 91730  
(909) 477-2770, ext. 2105  
[Christen.Mitchell@CityofRC.us](mailto:Christen.Mitchell@CityofRC.us)

ADVERTISE ON:  
December 22 and December 29, 2015



# STAFF REPORT

CITY CLERK/RECORDS MANAGEMENT

**DATE:** December 16, 2015

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

**FROM:** Linda A. Troyan, City Clerk Services Director

**SUBJECT:** Consideration to extend the application deadline date for the West-Side Districts Citizens' Oversight Committee to January 19, 2016.

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## RECOMMENDATION:

Staff recommends extending the application deadline date to January 19, 2016 at 5:00 p.m.

## BACKGROUND/ANALYSIS:

The City Council approved the formation of the West-Side Landscape Maintenance District Citizens' Oversight Committee on November 17, 2015. The committee will consist of five (5) Rancho Cucamonga citizens who own property and reside in any of the West-Side districts.

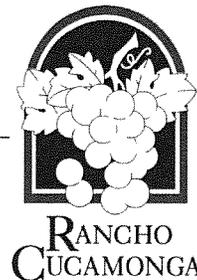
The City Clerk's Office began accepting applications November 18, 2015. Applications are due by 5:00 p.m. on December 22, 2015. Staff conducted recruitment for the committee by publishing two display ads in the Daily Bulletin and posting notices on the City's website, at City Hall and both libraries as well as on RCTV and City Hall Lobby monitor. Additionally, it will be advertised on the City's two electronic billboards located within the West-Side District.

Fourteen applications have been requested, however, only one has been received. Extending the date for receipt of applications would increase awareness of the committee and allow as much time as possible for people to apply,

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Linda A. Troyan", written in a cursive style.

Linda A. Troyan  
City Clerk Services Director



# STAFF REPORT

ADMINISTRATIVE SERVICES GROUP

**Date:** December 16, 2015

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

**From:** Ingrid Y. Bruce, Deputy Director, Department of Innovation and Technology

**Subject:** **APPROVAL OF A CONTRACT EXTENSION BETWEEN CALAMP RADIO SATELLITE INTEGRATORS, INC. AND THE CITY OF RANCHO CUCAMONGA FOR AUTOMATIC VEHICLE LOCATION (AVL) SYSTEM EXTENDED WARRANTY AND WIRELESS FEES FOR FISCAL YEAR 2015/16 IN THE TOTAL AMOUNT OF \$71,340 TO BE FUNDED FROM FIRE DISTRICT ACCOUNT NUMBERS 3281501-5300 - \$4,830; 3282502-5300 - \$3,860; 3283501-5300 - \$970 AND FROM CITY VEHICLE AND EQUIPMENT REPLACEMENT FUND ACCOUNT NUMBER 1712001-5300 \$61,680 ALL IN CONTRACT SERVICES.**

## RECOMMENDATION:

It is recommended that the City Council approve the contract extension agreement between CALAMP Radio Satellite Integrators, Inc. and the City of Rancho Cucamonga for Automatic Vehicle Location (AVL) System extended warranty and wireless fees for Fiscal Year 2015/16 in the total amount of \$71,340 to be funded from Fire District account numbers 3281501-5300 - \$4,830; 3282502-5300 - \$3,860; 3283501-5300 - \$970 and from City Vehicle and Equipment Replacement Fund account number 1712001-5300 - \$61,680, all in contract services.

## BACKGROUND/ANALYSIS:

In 2008, the City implemented a citywide integrated Automatic Vehicle Location (AVL) System to enhance the ability to increase safety and productivity, efficiently monitor various city operations, and improve service to citizens. Additionally, the AVL system maximizes effectiveness of dispatching crews for various public works issues, enhances the City's ability to manage emergency resources by locating and dispatching the nearest unit, and provides customized reports for resource allocation and vehicle function monitoring (i.e. ignition, idling, alarms, sensors, etc.) which can be archived or maintained as needed and later analyzed. The AVL system provides real-time location and status data on customized AVL mapping utilizing the City's GIS map data and uses a wireless gateway between the vehicle fleet and the base center for all City and Fire District non-emergency vehicles, resulting in necessary monthly wireless fees.

Warranty on this system is necessary to maintain its full capabilities. Therefore, staff is recommending that the warranty contract extension be approved for one year with the option to renew annually for up to five years. CALAMP Radio Satellite Integrators, Inc. and the City of Rancho Cucamonga may terminate this agreement upon providing thirty (30) calendar days' prior written notice.

Respectfully submitted,



# STAFF REPORT

PLANNING DEPARTMENT

Date: December 16, 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. 882 approving Victoria Community Plan Amendment DRC2015-00390 changing the Victoria Community Plan Zoning Designation for 10.94 acres of land from Medium (M) Residential (4-8 dwelling units per acre) to Village Commercial (VC) related to the construction of a 100,135 square foot 9-building multi-tenant retail center at the northwest corner of Day Creek Boulevard and Base Line Road. The Amendment also includes changing the zoning designation for 4 contiguous acres of land from Medium (M) Residential (8-14 dwelling units per acre) to Low Medium (LM) Residential (4-8 dwelling units per acre) and a text amendment clarifying development standards – APN's: 1089-031-15, 16, 35 and a portion of 1089-031-14.

## **RECOMMENDATION:**

Staff recommends the City Council approve the second reading of Ordinance Number 882 as acted upon by the City Council at a public hearing at the December 2, 2015 meeting, thereby amending the Victoria Community Plan Zoning Designation for 10.94 acres of land at the northwest corner of Day Creek Boulevard from Medium (M) Residential (4-8 dwelling units per acre) to Village Commercial (VC). The Amendment also includes changing the zoning designation of 4 contiguous acres of land from Medium (M) Residential (8-14 dwelling units per acre) to Low Medium (LM) Residential (4-8 dwelling units per acre) and a text amendment clarifying development standards.

## **BACKGROUND:**

On December 2, 2015, staff provided an oral presentation at a public hearing of the City Council detailing the zoning and text amendments prescribed in Ordinance No. 882. The amendment changes the Victoria Community Plan Zoning Designation for 10.94 acres of land at the northwest corner of Day Creek Boulevard from Medium (M) Residential (4-8 dwelling units per acre) to Village Commercial (VC). The Amendment also includes changing the zoning designation of 4 contiguous acres of land from Medium (M) Residential (8-14 dwelling units per acre) to Low Medium (LM) Residential (4-8 dwelling units per acre) and a text amendment clarifying development standards. The Ordinance is consistent with the land use designation of the General Plan which was also amended on December 2, 2015. The City Council also reviewed and approved the related environmental documents, which included a new environmental mitigation measure related to Biological Resources.

Respectfully submitted,

Candyce Burnett  
Planning Director

CB:TV/lis

## ORDINANCE NO. 882

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA, APPROVING VICTORIA COMMUNITY PLAN AMENDMENT DRC2015-00390, A REQUEST TO CHANGE THE VICTORIA COMMUNITY PLAN ZONING DESIGNATION FOR 10.94 ACRES OF LAND FROM MEDIUM (M) RESIDENTIAL (4-8 DWELLING UNITS PER ACRE) TO VILLAGE COMMERCIAL (VC) RELATED TO THE CONSTRUCTION OF A 100,135 SQUARE FOOT 9-BUILDING MULTI-TENANT RETAIL CENTER AT THE NORTHWEST CORNER OF DAY CREEK BOULEVARD AND BASE LINE ROAD. THE AMENDMENT ALSO INCLUDES CHANGING THE ZONING DESIGNATION FOR 4 CONTIGUOUS ACRES OF LAND FROM MEDIUM (M) RESIDENTIAL (8-14 DWELLING UNITS PER ACRE) TO LOW MEDIUM (LM) RESIDENTIAL (4-8 DWELLING UNITS PER ACRE) AND A TEXT AMENDMENT CLARIFYING DEVELOPMENT STANDARDS; AND MAKING FINDINGS IN SUPPORT THEREOF – APN'S: 1089-031-15, 16, 35 AND A PORTION OF 1089-031-14.

A. Recitals.

1. Lewis Retail Centers filed an application for the approval of Victoria Community Plan Amendment DRC2015-00390 as described in the title of this Resolution. Hereinafter in this Resolution, the subject Victoria Community Plan Amendment request is referred to as "the application."

2. On the 10th day of November, 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 DRC2015-00390 and, following the conclusion thereof, adopted its Resolution No. 15-69, recommending that the City Council of the City of Rancho Cucamonga adopt said Victoria Community Plan Amendment.

3. On the 2nd day of December, 2015, the City Council of the City of Rancho Cucamonga conducted a noticed public hearing on the application and concluded said hearing on that date.

4. 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 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 the substantial evidence presented to the City Council during the above-referenced public hearing on December 2nd, 2015, including written and oral staff reports, together with public testimony, the City Council hereby specifically finds as follows:

a. The application applies to a property located at the northwest corner of Day Creek Boulevard and Base Line Road in the Medium (M) Zoning District of the Victoria Community Plan; and

PLANNING COMMISSION ORDINANCE NO. 882  
VICTORIA COMMUNITY PLAN AMENDMENT DRC2015-00390  
LEWIS RETAIL CENTER  
DECEMBER 2, 2015  
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b. To the north is RCFPD Station 173 within the Community Facilities (CF) Zoning District and vacant land within the Medium (M) Zoning District of the Victoria Community Plan; to the south is vacant land within the Regionally Related Office/Commercial (RROC) Zoning District of the Victoria Community Plan; to the east are single-family residences within the Low Medium (LM) Zoning District of the Victoria Community Plan; and, to the west is a San Bernardino County Flood Control Maintenance Yard within the Medium (M) Zoning District of the Victoria Community Plan; and

c. The General Plan Land Use Designation of the project site is Low Medium (LM) Residential. The project site is within the Victoria Community Plan area with a zoning designation of Medium (M) Residential. The applicant has submitted a General Plan Amendment to change the General Plan Land Use Designation for the 10.94 acre project site to Neighborhood Commercial (NC) and a Victoria Community Plan Amendment to change the Victoria Community Plan Zoning Designation for the 10.94 acre project site to Village Commercial (VC) and to change the zoning designation for 4 acres north of the project site to Low Medium (LM) Residential; and

d. The Victoria Community Plan Amendment also includes a text amendment stating that "building setbacks to be determined through the development approval process;" and

e. The application is in conjunction with the subdivision of 14.08 acres of vacant land into 6 parcels (related file: SUBTPM19637) including 10.08 acres of land for the purpose of developing a 100,135 square foot multi-tenant retail center (related file: DRC2015-00386) and 4 acre remainder parcel for the future development of a multi-family senior housing project.

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 Victoria Community Plan 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. The project includes a request to amend the General Plan Land Use Designation from Low Medium (LM) Residential to Neighborhood Commercial (NC). The proposed Victoria Community Plan Amendment will bring the zoning designation of the project site into conformance with the proposed General Plan Land Use Designation. General Plan Policy LU-1.3 encourages the development of commercial centers that serve a broad range of retail and service needs of the community. The proposed commercial development is consistent with the intent of the proposed General Plan and Victoria Community Plan Amendments.

b. The proposed Victoria Community Plan Amendment does promote the goals and objectives of the Victoria Community Plan 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 text and zoning amendment will result in a commercial development that is consistent with the goals and objectives of the Victoria Community Plan and will be indistinguishable in overall quality and design from existing development in the surrounding area.

c. The proposed Victoria Community Plan Amendment will not be detrimental to the public health, safety, or welfare or materially injurious to properties or improvements in the vicinity.

PLANNING COMMISSION ORDINANCE NO. 882  
VICTORIA COMMUNITY PLAN AMENDMENT DRC2015-00390  
LEWIS RETAIL CENTER  
DECEMBER 2, 2015  
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The proposed Victoria Community Plan Amendment will provide for a commercial development that is separated from the surrounding residential land uses by two public streets which will mitigate any negative impacts created by the commercial center. The amendment will not increase traffic in a manner that is beyond that which the roads were designed to accommodate or overwhelm the existing public facilities; and

d. The proposed amendment is in conformance with the General Plan. The General Plan states that the intent of the Neighborhood Commercial (NC) Land Use District is for small-scale shopping centers (5 to 15 acres in size) located near or within residential neighborhoods. The 10.94 acre project site is located at the corner of two major streets and is easily accessible from the surrounding residences; and

e. In conjunction with the approval of General Plan Amendment DRC2015-00388, the proposed Victoria Community Plan Amendment will be consistent with the objectives of the Victoria Community Plan. The 10.94 acre project site is located at the intersection of two major streets, Day Creek Boulevard and Base Line Road, and is well suited for the proposed commercial development. The project site is separated from surrounding residential land uses by public streets, limiting any potential noise and glare issues. The project will become an integral part of the surrounding area.

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 Mitigation 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 the comments received from the California Department of Fish and Wildlife (CDFW) 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. During the Public Comment Period, staff received comments from the California Department of Fish and Wildlife (CDFW). To address CDFW comments, staff modified one of the existing mitigation measures in Initial Study Parts II and III, shortening the period of time prior to earth moving activity for performing a nesting bird survey. The modified mitigation measure was reviewed by the Planning Commission. The City Council 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

PLANNING COMMISSION ORDINANCE NO. 882  
VICTORIA COMMUNITY PLAN AMENDMENT DRC2015-00390  
LEWIS RETAIL CENTER  
DECEMBER 2, 2015  
Page 4

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 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 5: The Victoria Community Plan is hereby amended to change the Victoria Community Plan Zoning Designation for 10.94 acres of land from Medium (M) Residential (4-8 dwelling units per acre) to Village Commercial (VC). The Amendment also includes changing the zoning designation for 4 contiguous acres of land from Medium (M) Residential (8-14 dwelling units per acre) to Low Medium (LM) Residential (4-8 dwelling units per acre) and a text amendment clarifying commercial development standards, as shown in Attachments A and B.

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.

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 Rancho Cucamonga, California, and circulated in the City of Rancho Cucamonga, California.



# STAFF REPORT

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CITY CLERK/RECORDS MANAGEMENT

**DATE:** December 16, 2015

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

**FROM:** Linda A. Troyan, City Clerk Services Director

**SUBJECT:** Second Reading and Adoption of Ordinance No. 883 Adding Chapter 2.14 to the Municipal Code relating to Electronic and Paperless Filing of Fair Political Practices Commission (FPPC) Campaign Disclosure Statements.

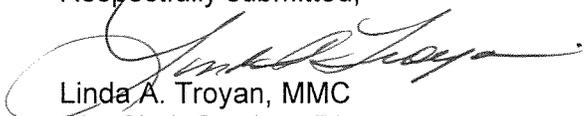
**RECOMMENDATION:**

It is respectfully recommended that the City Council adopt Ordinance No. 883 adding Chapter 2.14 of the Municipal Code regarding electronic and paperless filing of Fair Political Practices Commission (FPPC) campaign disclosure statements.

**BACKGROUND/ANALYSIS:**

The introduction and first reading of Ordinance 883 was conducted at the December 2, 2015 Regular City Council meeting.

Respectfully submitted,

  
Linda A. Troyan, MMC  
City Clerk Services Director

Attachment A – Ordinance 883

## ATTACHMENT "A"

## ORDINANCE NO. 883

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA ADDING CHAPTER 2.14 TO THE MUNICIPAL CODE RELATING TO ELECTRONIC AND PAPERLESS FILING OF FAIR POLITICAL PRACTICES COMMISSION CAMPAIGN DISCLOSURE STATEMENTS.**

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

**Section 1. Purpose and Authority.**

The purpose of this Ordinance is to add the option of filing Campaign Disclosure Statements by elected officials, candidates, or committees electronically. The City Council enacts this Ordinance in accordance with the authority granted to cities by State law.

**Section 2. Findings**

The City Council of the City of Rancho Cucamonga finds and determines as follows:

- A. That California Government Code Section 84615 provides that a legislative body of a local government agency may adopt an ordinance that requires an elected officer, candidate, or committee, required to file statements, reports, or other documents required by Chapter 4 of the Political Reform Act to file such statements, reports or other documents online or electronically with the City Clerk
- B. In any instance in which the original statement is required to be filed with the Secretary of State and a copy of that statement is required to be filed with the local government agency, the ordinance may permit, but shall not require, that the copy be filed online or electronically.
- C. The City Council expressly finds and determines that the City Clerk's web-based system contains multiple safeguards to protect the integrity and security of the data, and will operate securely and effectively and will not unduly burden filers; and
- D. The City Clerk will operate the electronic filing system in compliance with the requirements of California Government Code Section 84615 and any other applicable laws.

**Section 3. Addition**

Chapter 2.14 of the Rancho Cucamonga Municipal Code is hereby added to read as follows:

2.14 Electronic Filing of Campaign Disclosure Statements

2.14.010 General.

- A. Any elected officer, candidate, or committee required to file statements, reports or other documents ("Statements") as required by Chapter 4 of the Political Reform Act (California Government Code Section 84100 *et seq.*) may file such Statements using the City Clerk's online system according to procedures established by the City Clerk. These procedures shall ensure that the online system complies with the requirements set forth in Section 84615 of the Government Code. From and after February 1, 2017, elected officers, candidates and committees required to file Statements must file such Statements using the City Clerk's online system, unless exempt from the requirement to file online pursuant to Government Code Section 84615(a) because the officer,

candidate or committee receives less than \$1,000 in contributions and makes less than \$1,000 in expenditures in a calendar year.

- B. The online filing system shall ensure the integrity of the data transmitted and shall include safeguards against efforts to tamper with, manipulate, alter, or subvert the data.
- C. The online filing system shall only accept a filing in the standardized record format that is developed by the California Secretary of State pursuant to Section 84602(a)(2) of the California Government Code and that is compatible with the Secretary of State's system for receiving an online or electronic filing.

#### 2.14.020 Procedures for Utilizing Online Filing.

- A. During the period commencing with the effective date of Ordinance No. 883 and ending January 31, 2017, an elected officer, candidate, or committee may choose to utilize the electronic filing system by electronically filing a Statement that is required to be filed with the City Clerk pursuant to Chapter 4 of the Political Reform Act. Once the elected officer, candidate, or committee has filed electronically, all subsequent Statements shall be filed electronically. From and after February 1, 2017, electronic filing is mandatory unless the officer, candidate, or committee is exempt as described in Section 2.14.010.A.
- B. Any elected officer, candidate, or committee who has electronically filed a statement using the City Clerk's online system is not required to file a copy of that document in paper format with the City Clerk.
- C. The City Clerk shall issue an electronic confirmation that notifies the filer that the Statement was received, which notification shall include the date and the time that the Statement was received and the method by which the filer may view and print the data received by the City Clerk. The date of filing for a Statement filed online shall be the day that is received by the City Clerk.
- D. If the City Clerk's system is not capable of accepting a Statement, an elected officer, candidate, or committee shall file that Statement in paper format with the City Clerk.
- E. The online filing system shall enable electronic filers to complete and submit filings free of charge.

#### 2.14.030 Availability of Statements for Public Review; Record Retention

- A. The City Clerk's system shall make all the data filed available on the Internet in an easily understood format that provides the greatest public access. The data shall be made available free of charge and as soon as possible after receipt. The data made available on the Internet shall not contain the street name of the persons or entity representatives listed on the electronically filed forms or any bank account number required to be disclosed by the filer. The City Clerk's office shall make a complete, unredacted copy of the statement available to the Fair Political Practices Commission for 87200 filers.
- B. The City Clerk's office shall maintain, for a period of at least 10 years commencing from the date filed, a secured, official version of each online or electronic statement which shall serve as the official version of that record for purpose of audits

**Section 4. Severability.**

In any section, subsection, paragraph, sentence, clause or phrase of this Ordinance for any reason shall be held to be invalid or unconstitutional; the decision shall not affect the remaining portions of this Ordinance. The Council of the City of Rancho Cucamonga hereby declare that it would have passed this Ordinance and each article, section, subsection, paragraph, sentence, clause or phrase which is a part thereof, irrespective of the fact that any one or more articles, sections, subsections, paragraphs, sentences, clauses or phrases are declared to be invalid or unconstitutional.

**Section 5. Effective Date and Publication.**

This Ordinance shall take effect thirty (30) days after its adoption and shall be published in summary format prior to adoption, and within fifteen (15) days after adoption, in a newspaper of general circulation published and circulated within the City of Rancho Cucamonga.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Rancho Cucamonga this     day of     by the following vote:

# STAFF REPORT

PLANNING DEPARTMENT



**Date:** December 16, 2015

**To:** Mayor and Members of the City Council

**From:** Candyce Burnett, Planning Director

**By:** Dominick Perez, Associate Planner

**Subject:** TIME EXTENSION DRC2015-01084 – WSI HIGHLAND INVESTMENTS, LLC – A request to extend the duration of an existing Development Agreement (DRC2003-00411) by an additional one (1) year, an agreement for an approved project of 269 single-family lots on approximately 168.77 acres of land within the Etiwanda North Specific Plan, located north of the Southern California Edison corridor between Etiwanda Avenue and East Avenue; APNs: 1087-081-03, 04, 05, 06, 07, 08, and 09. Related Files: Related Files: Annexation DRC2003-01051, Specific Plan Amendment DRC2003-00409, General Plan Amendment DRC2003-00410, Development Agreement Amendment DRC2003-00411M and Time Extension DRC2014-00876. Staff has found the project to be within the scope of the project covered by a prior Environmental Impact Report certified by the City Council on July 21, 2004 (State Clearing House #2003081085) by Resolution 04-240 and does not raise or create new environmental impacts not already considered in the Environmental Impact Report.

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**RECOMMENDATION:** Staff recommends approval of a one (1) year Time Extension DRC2015-01084, by adoption of the attached Resolution of Approval.

**ANALYSIS:**

- A. **BACKGROUND:** The Development Agreement and project entitlements were originally reviewed and approved by the City Council on November 3, 2004 (Exhibit A). Following a hearing held by the Local Agency Formation Commission (LAFCO) regarding the annexation of the property, a lawsuit was filed. After the litigation a settlement agreement was reached which altered the effective date of the Development Agreement to January 18, 2005. Since the agreement is in effect for 10 years, the expiration date is January 18, 2016.

The project included a series of actions including the approval of a General Plan Amendment, Etiwanda North Specific Plan Amendment, Tentative Tract Map SUBTT14749, and the associated Development Agreement for the development of 168.77 acres with 269 single-family lots (99.26 acres), park area (3.1 acres), Equestrian Park (2.7 acres), equestrian trail (0.44 acres), and drainage channel (1.77 acres). In addition, a related annexation encompassed a total of 240 acres, including the development site plus adjacent parcels owned by Southern California Edison and the San Bernardino County Flood Control District.

- B. **REQUEST:** The project site, previously owned by Traigh Pacific, is now owned by the same developer that owns the area just south of the project site (WSI Highland Investments, LLC).

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On March 27, 2012, Traigh Pacific submitted a request to amend the terms of their Development Agreement. Traigh Pacific could not perform on providing the required Equestrian facilities as originally contemplated in the Development Agreement and the current developers have been working with City staff to find solutions to fulfill this requirement. On November 19, 2014, Time Extension DRC2014-00876 was approved by the City Council allowing a one (1) year time extension of the related Development Agreement. Since the subject Development Agreement is set to expire on January 18, 2016, staff has initiated a time extension application for an additional one (1) year to provide additional time to properly negotiate this issue. Any future amendments to the Development Agreement will be subject to a separate action. If the time extension request is granted, the approval of the development agreement will expire on January 18, 2017.

STATUS OF RELATED ENTITLEMENTS:

- C. Planning Commission and Review Committees: The Planning Commission reviewed and approved the residential development project on June 9, 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 SUBTT14749: The associated tentative tract map is not included in this time extension request. Tentative Tract Map 14749 was approved by the Planning Commission on June 9, 2004. This approval was appealed to the City Council, the appeal was denied and the project approved (second reading of Ordinances 729 [Specific Plan Amendment] and 730 [Development Agreement] on August 4, 2004). A lawsuit was subsequently filed on August 18, 2004, against the City over the approved project (Spirit of the Sage Council v. City of Rancho Cucamonga, with the applicant (Traigh Pacific L.P) as the Real Party of Interest). The case was settled on December 20, 2005, with the applicant agreeing to pay a settlement to the petitioner and the original City approval remaining intact. The settlement agreement became effective on February 10, 2006, with the lawsuit dismissed 7 days later on February 17, 2006.

The City's attorney informed staff that pursuant to Government Code Section 66452.6 (c), the subject tentative tract map is entitled to an automatic time extension for the period between the date the lawsuit was filed (August 18, 2004) and the date the lawsuit was settled (February 10, 2006), or 541 days. Tentative tract maps are approved for 3 years. The start date of the 3-year approval period was the date of the second reading by the City Council for the Specific Plan Amendment and the Development Agreement. With the Time Extension, and the lawsuit taken into consideration, the official start date for SUBTT14749 was January 27, 2006, with the 3-year expiration date on January 27, 2009.

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The tentative tract map was set to expire on January 27, 2009. A time extension for the tentative tract map is not necessary at this time. 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 year with the approval of a Time Extension request on June 8, 2011 (Resolution No. 11-26). The duration of the combined time extensions granted by all four State bills, as well as the one Time Extension approved, is 8 years. Therefore, the approval of Tentative Tract Map SUBTT14749 is now set to expire 8 years after January 27, 2009 which is on January 27, 2017.

**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 21, 2004 (State Clearing House #2003081085) in connection with the City's approval of Annexation DRC2003-10151, Tentative Tract SUBTT14749 and Development Agreement DRC2003-00411.

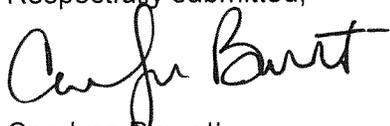
Pursuant to CEQA Guidelines Section 15162, no subsequent or supplemental EIR or Negative Declaration is required in connection with subsequent discretionary approvals of the same project unless: (i) substantial changes are proposed to the project that indicate new or more severe impacts on the environment; (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 Development Agreement Time Extension request 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 Time Extension is being requested in order to provide additional time for the developer to work with the City to address requirements of the Development Agreement, staff finds that the project 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 (DRC2003-00411).

**CORRESPONDENCE:** 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 to properties to the north, south, east, and west.

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Respectfully submitted,

A handwritten signature in black ink, appearing to read "Candyce Burnett". The signature is fluid and cursive, with the first name being more prominent.

Candyce Burnett  
Planning Director

CB:DP/lis

Attachments: Exhibit A – Ordinance No. 730A for Development Agreement (DRC2003-00411)  
Exhibit B – Approved Resolution No. 14-213 for Time Extension (DRC2014-00876)  
Draft Resolution of Approval for Time Extension DRC2015-01084

## ORDINANCE NO. 730A

AN ORDINANCE OF THE CITY OF RANCHO CUCAMONGA CALIFORNIA, APPROVING DEVELOPMENT AGREEMENT DRC2003-00411, A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF RANCHO CUCAMONGA AND TRAIH PACIFIC FOR THE PURPOSE OF DEVELOPING AN APPROXIMATE 168.77 ACRE SITE WITH UP TO 269 RESIDENTIAL LOTS, FOR PROPERTIES GENERALLY LOCATED NORTH OF THE LOWER SCE CORRIDOR BETWEEN ETIWANDA AVENUE AND EAST AVENUE, AND MAKING FINDINGS IN SUPPORT THEREOF, AND REPEALING ORDINANCE NO. 730 - APN: 0225-083-05, 06, 07, 10, 22, 23, 25, AND 26 AND 0225-084-02.

**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 DRC2003-00411, concerning that property generally located north of the lower SCE Corridor between Etiwanda 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 June 9, 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. 04-80.
6. On July 21, 2004, the City Council of the City of Rancho Cucamonga conducted a duly noticed public hearing regarding the Development Agreement.
7. On July 21, 2004, the City Council introduced Ordinance No. 730 approving the Development Agreement. On August 4, 2004, the City Council adopted Ordinance No. 730.
8. On October 20, 2004, the City Council held a duly noticed public hearing to consider the adoption of a new ordinance approving the Development Agreement and repealing Ordinance No. 730.
9. 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. Traigh Pacific (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 a General Plan Amendment, Etiwanda North Specific Plan Amendment, Tentative Tract Map SUBTT14749, and associated Development Agreement. The actions also include the development 107.28 acres of the 168.77-acre site with 269 single-family housing units (99.26 acres), park area (3.1 acres), equestrian park (2.7 acres), equestrian trail (0.44 acres), and drainage channel (1.77 acres). The development would have a gross density of

1.59 dwelling units per acre, and a net density of 2.5 dwelling units per acre. The remaining 61.49 acres will continue to be used for flood control purposes. The proposed annexation action encompasses a total of 240 acres and includes the development site plus adjacent parcels owned by Southern California Edison and San Bernardino County Flood Control District. 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 DRC2003-01051, General Plan Land Use Amendment DRC2003-00410, Etiwanda North Specific Plan Amendment DRC2003-00409, Tentative Tract Map SUBTT14749, and Development Agreement DRC2003-00411 (collectively the "Project Applications"). These Project Applications, as well as the appeal of the Planning Commission's approval of Tentative Tract Map SUBTT14749, 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. 2003081085). The Draft EIR was circulated for a 45-day public review and comment period from December 5, 2003 through January 28, 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 well as the revisions to the Draft EIR. Those documents, together with the Draft EIR and Appendices, 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. 04-240, 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 Final EIR, public comments, public agency comments, and the entire record before it, that the Project may create significant impacts in the areas of Earth Resources, Water Resources, Transportation/Circulation, Air Quality, Biological Resources, Hazards, Noise, Public Services, Utilities, Aesthetics, and Cultural Resources. 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 July 21, 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 of the Project on the resources and services listed in this paragraph:
- i). **EARTH RESOURCES.** The Final EIR finds that development of the Project would expose people and structures to risks associated with seismic ground shaking produced by numerous regional faults. Additionally, development of the project would require removal of vegetation to prepare for grading; this would create a short-term increased potential for top soil erosion. Potential erosion in the long-term would result from increased surface runoff rates due to road paving and construction of impermeable structures. Mitigation measures are imposed which require a detailed geologic and geotechnical investigation for each lot prior to the grading of the Project site. Specifically, the developer must: demonstrate that each lot is buildable and complies with recommendations and specifications found in the geotechnical investigation report included in Appendix C of the Final EIR (Mitigation Measure 3-1); identify

potential geologic and soil limitations and recommend appropriate engineering and design measures to adequately protect structures and inhabitants (Mitigation Measure 3-2); and identify these construction measures on applicable grading plans, and implement them to the satisfaction of the City Engineer. Further, mitigation measures are imposed on the project that require preparation and approval of a Dust Control Plan and a Landscape and Irrigation Plan to reduce the likelihood of erosion (Mitigation Measures 3-4 and 3-5). Based on these mitigation measures, and the additional ones contained in the Final EIR, the City Council finds that the effects of seismic shaking on persons and structures and the possibility of erosion will be mitigated to a level of less than significant.

- ii). **WATER RESOURCES**. The Final EIR identifies that conversion of the Project site to urban uses would increase the amount of sediment, suspended debris, landscape maintenance or associated chemicals (e.g., fertilizers, herbicides, etc.), and materials related to automotive wear (e.g., tire rubber, oil, antifreeze, etc.) that would reach the local drainage system due to run-off caused by grading or by being washed off streets during storm events or street-sweeping activities. Mitigation measures imposed on the applicant would require the Project developer to apply for and receive a National Pollution Discharge Elimination System (NPDES) permit and, if necessary, to obtain Clean Water Act Section 401 and 404 permits (for water quality certification for dredge and fill operations); additionally, the developer will be required to implement all applicable Best Management Practices (BMPs) to prevent construction of the Project from polluting surface and ground waters. The City Council finds that implementation of this mitigation measure will mitigate impacts on water quality to a level of less than insignificant. Additionally, the Final EIR identifies that the Federal Emergency Management Agency (FEMA) has identified the Project site as within a flood zone designated "Flood Zone D." Mitigation measures will require the developer to install a revetment along the East Etiwanda Channel adjacent to the Project site, and implement on- and off-site drainage system improvements outlined in the Project Drainage Study (Appendix D of the draft EIR). The City Council finds that the revetment and drainage improvements will reduce flood impacts associated with the Project to a level of less than significant.
- iii). **TRANSPORTATION AND CIRCULATION**. The Final EIR indicates that the proposed Project would increase vehicle trips and impact the level of service along arterial streets and intersections; specifically, the Project is anticipated to generate a total of 2,956 daily vehicle trips at build-out. Further, it is assumed that at build-out 68% of the Project traffic would enter/exit the site along Etiwanda Avenue, while 32% would use East Avenue; this distribution would cause some roads to be more intensely affected

than others. Additionally, the Final EIR found that the level of service at the intersection of Etiwanda and Highland Avenues could be reduced to a "D" level during the morning peak hour at full build-out. Mitigation Measures are imposed to require the developer to contribute a fair share to the traffic signal mitigation program of the County of San Bernardino and/or the City of Rancho Cucamonga to help fund the construction of traffic signals at the intersections of: Day Creek Boulevard/Banyan Avenue; Day Creek Boulevard/SR-210 West-bound ramp; Day Creek Boulevard/SR 210 East-bound ramp; Etiwanda Avenue/Banyan Avenue; Etiwanda Avenue/Wilson Avenue; and East Avenue/Banyan Avenue. Further, the developer will be required to pay a "fair share" contribution towards off-site impacts to linked roadways and intersections as outlined in the Project traffic report; this "fair share" amount is approximately \$63,818 as of the date of the traffic study. The City Council finds that based on these mitigation measures, traffic at the study intersections will be reduced to operate at a level of service of D or better (with all but one intersection operating at level of service C or better) and that the impacts of the Project on Traffic and Circulation will be mitigated to a level of less than significant.

- iv). **AIR QUALITY**. The Final EIR identifies that the Project may create significant and unavoidable impacts on Air Quality. Specifically, the Final EIR identifies that emissions from construction-related activities are likely to exceed the threshold of significance specified by the South Coast Air Quality Management District (SCAQMD). These impacts are short-term and can cause nuisance impacts to adjacent land uses in the local area by way of fugitive dust produced by grading of the site. In addition, construction-related emissions, particularly from architectural coatings (painting) and off-road diesel equipment, are anticipated to produce significant levels of reactive organic compounds (ROC) and nitrogen oxides (NO<sub>x</sub>) that would exceed SCAQMD thresholds of significance and result in significant short-term air pollution impacts. Comprehensive mitigation measures (Mitigation Measures 6-1 - 6-10) are imposed on the Project which will require various dust control measures, emission control measures, and off-site actions. Included in those measures are requirements to ensure that all construction equipment is properly serviced and maintained and that trucks are not left idling for prolonged periods (i.e., in excess of 10 minutes), reestablishment of ground cover through seeding and watering, phased grading to prevent the susceptibility of large areas to erosion over extended periods of time, suspension of grading operations during periods of high wind (i.e., wind speeds exceeding 25 mph), and regular washing and sweeping of the site. The Final EIR also indicates that the Project would produce long-term impacts on Air Quality as a result of the additional external vehicle trips that will be generated, and their attendant production of NO<sub>x</sub> and PM<sub>10</sub> in excess of SCAQMD standards. Further, secondary impact potential would derive from energy consumption by on-site residential heaters, stoves, water heaters, and similar consumptive

appliances. Mitigation measures imposed on the Project to reduce long-term impacts include requiring the developer to demonstrate that all residential structures have incorporated high-efficiency/low-polluting heating, air conditioning, appliances, and water heaters (Mitigation Measure 6-11), and that all residential structures have incorporated thermal pane windows and weather-stripping (Mitigation Measure 6-12). Further, the developer will be required to make a fair share contribution to a "park and ride" facility along the I-15 or I-10 freeways, as well as construct a bus stop/shelter at the trailhead park, if directed by OmniTrans. The City Council finds that with the implementation of the recommended mitigation measures directed at both short- and long-term impacts, emissions will be reduced and the Project's contribution to regional emission of criterial pollutants will be minimized. However, the City Council finds that despite the imposition of all of these comprehensive mitigation requirements, the Project will produce significant short- and long-term impacts on Air Quality due to emissions, and that these impacts will remain significant after mitigation.

- v). **BIOLOGICAL RESOURCES.** The Final EIR indicates that, prior to the Grand Prix fire in October 2003, the Project site contained approximately 109 acres of sage scrub (including white sage), along with California buckwheat, California filago, valley lessingia, popcorn flower, and common phacelia; the Project will eliminate this vegetation through development of the area. Further, the Project will impact sensitive plant species present on the site (as determined before the 2003 wildfire) including Plummer's mariposa lily, Pious daisy, and four separate types of spineflowers (Ramona, prostrate, California, and Parry's). Development of the site will also impact wildlife corridors and will remove habitat that supports a number of sensitive species that were either observed onsite or have a moderate to high potential to occur onsite, including the sharp-shinned hawk, Southern California rufous-crowned sparrow, red-shouldered hawk, white-tailed kite, northern harrier, Cooper's hawk, San Diego horned lizard, and orange-throated whiptail. The Final EIR indicated that the California gnatcatcher (a federally listed threatened species) has not been observed on-site and has a low probability of occurring on the site due to the type of vegetation present. Also, the Final EIR found that while a portion of the Project site (the Etiwanda Creek channel) is within the historical range of the endangered San Bernardino Kangaroo Rat (SBKR), since the creek channel is not proposed for development, the Project will not cause direct impacts to the SBKR. The Final EIR further found that development of the site will remove 0.48 acres of land in four small drainages that are under Army Corps of Engineers (ACOE) jurisdiction, but that none of these areas is considered a wetland. The Final EIR found that the Project is not consistent with the goals of the North Etiwanda Open Space and Habitat Preservation Program (NEOSHPP) since it does not include any on-site preservation of open space lands. Mitigation measures have been

imposed on the project to require the Project developer to acquire and convey to the County approximately 164 acres of land as off-site mitigation land. This 164-acre area is intended to accomplish a 1:5 to 1 ratio to mitigate for the loss of the approximately 109 acres of sage scrub and to mitigate the potential loss of habitat for sensitive plants and animal species. The City finds that the recommended mitigation measures will help reduce potentially significant impacts regarding the loss of habitat, but that the impacts will remain significant after mitigation.

- vi). **HAZARDS.** The Final EIR identifies that the Project would expose people and structures to potential hazards due to the possibility of hazardous materials spills on nearby state highways, and due to the minor use of chemicals and other materials typical of suburban uses. Additionally, the Project would expose more people and structures to potential wildfire hazards, and would expose more people to potentially dangerous wildlife/human encounters. Mitigation measures imposed will require submission of a plan detailing proper clean-up efforts for any hazardous or toxic substance that is discovered or released during construction (Mitigation Measure 9-1); development of fuel modification zones, and the requirement of "firewise" landscaping and the use of fire-resistant building materials to reduce fire hazards (Mitigation Measures 9-2 - 9-4); and the posting of signs warning of the potential risk of wildlife/human interactions on the site (Mitigation Measure 9-8). The City Council finds that after implementation of these measures, potentially significant impacts relating to Hazards will be reduced to a level of less than significant.
- vii). **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; earth-moving equipment is anticipated to create noise up to 90-dB. A mitigation measure has been imposed that will require the construction contractors to adhere to 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 Measure 10-2). Based on this mitigation measure, the City Council finds that the short term noise impacts from the Project will be reduced to less than significant levels. The Final EIR also identified that noise levels would increase in the long-term due to additional motor vehicle noise and from general human activity. In the opening year (2005), noise levels at fifty feet from the centerline of area roadways would range from a low of 58.1 CNEL along Wilson Avenue east of Etiwanda Avenue to a high of 78.3 CNEL along Highland Avenue east of Etiwanda Avenue. A mitigation measure will be imposed to require the developer to document that exterior residential areas will have exterior noise levels of less than 65 dB CNEL (Mitigation Measure 10-5), and that interior living area noise levels are less

than 45 dB CNEL (Mitigation Measure 10-6). Further, the developer will be required to incorporate site designs and measures to help reduce proposed noise levels over the long-term. The City Council finds that based on these mitigation measures, the potential noise impacts of the Project on current and future residents will be mitigated to a level of less than significant.

viii). **PUBLIC SERVICES**. The Final EIR identifies that due to population increases associated with the Project, the proposed Project would incrementally increase the need for public services in the areas of fire protection, police protection, schools, libraries, medical services, and roads. A mitigation measure is imposed to require the developer to pay all legally established public service fees, including police, fire, schools, parks, and library fees (Mitigation Measure 11-1). Additionally, in order to reduce the number of fire incidents requiring response by the City's Fire Department, the project developer would be required to obtain approval from the Fire Department with regard to adequate fire flow and installation of acceptable fire-resistant structural materials in project buildings (Mitigation Measure 11-3). Additionally, the developer will be required to post a bond in an amount sufficient to ensure installation and maintenance of public and private roads, and drainage facilities necessary for each phase of the project (Mitigation Measure 11-5). The City Council finds that the imposition and implementation of these mitigation measures will mitigate the Project's impacts on Public Services to a level of less than significant.

ix). **UTILITIES**. The Final EIR identifies that the Project would create potentially significant impacts as a result of new residential water requirements of approximately 602,819 gallons of water per day; this water would be provided from an existing two million gallon water reservoir via an existing water main, however, as growth continues in the Project area, additional offsite water storage facilities would be required. Further, the Final EIR indicates that based on an estimate of 270 gallons of wastewater per unit per day being produced, the Project would require construction of a sewer main to transport the wastewater to an existing sewage treatment plant. Additionally, the Project would generate the need for increased electricity, natural gas, and telephone and television cables, and would increase the amount of solid waste produced. A mitigation measure imposed requires the contribution of funds for sewer service (Mitigation Measure 12-1). Further mitigation measures require submission of development plans to Southern California Edison, the Gas Company, and Verizon in order to facilitate engineering design and construction of improvements necessary to provide electrical, natural gas, and telephone service to the Project; these companies must also provide "will-serve" letters in order for building permits to issue. The City Council finds that imposition of these mitigation measures will reduce the impacts of the Project on Utilities to a level of less than significant.

- x). **AESTHETICS**. The Final EIR identifies that the Project may create significant and unavoidable impacts on Aesthetics. In the short-term, the landscape would be altered by grading and clearing, and views of the Project site would include the heavy construction equipment and machinery used to prepare the Project site for construction of new homes. Long-term impacts would occur due to a fundamental change in the visual and aesthetic character of the area, and would transform the existing natural terrain into a developed and planned community. Additionally, the presence of homes would mean more lighting at night, as well as increased glare due to additional windows in the community. Mitigation measures will require that outdoor lighting comply with the requirements of the Etiwanda North Specific Plan design guidelines and the City's General Plan (Mitigation Measure 13-1), and that a detailed landscaping and wall treatment plan be prepared (Mitigation Measure 13-5). Even with the imposition and implementation of these and other mitigation measures, the City Council finds that the impact of the Project on Aesthetics will remain significant after mitigation.
- xi). **CULTURAL RESOURCES**. The Final EIR identifies that while the existence of paleontological resources is unlikely on the Project site, such resources may be discovered during construction of the Project. Also, one historic archeological site was previously recorded on the property, CA-SBR-3131H. This prior survey found what appeared to be the remains of a construction camp used by the Etiwanda Water Company in the 1880s; the structure consisted of rock walls, hand-forged metal barrel hoops and nails, barbed wire, and glass fragments. Mitigation measures imposed require that a qualified paleontologist conduct a preconstruction field survey of the Project site and submit a report of findings and specific recommendations for further mitigation measures (Mitigation Measure 14-1). Should any prehistoric archaeological resources be found before or during grading, a qualified archaeologist would be retained to monitor construction activities, and take appropriate measures to protect or preserve the resources. The City Council finds that with the implementation of these mitigation measures, the Project will have a less than significant impact on paleontological, archaeological, and historical resources.
- xii). **CUMULATIVE IMPACTS – AIR QUALITY, BIOLOGICAL RESOURCES, AND AESTHETICS**. The Final EIR provides that this Project, together with the construction of other development projects in the vicinity, would create cumulative short-term impacts to air quality during construction. This Project would also create a significant cumulative impact to regional air quality due to additional vehicle emissions adding incremental pollutants within the South Coast Air Basin. With respect to biological resources, the Final EIR concluded that the Project would contribute to cumulatively considerable biological impacts with loss of habitat and restriction of

wildlife movement in the fan area due to encroachment of human structures and activities. With respect to aesthetics, the proposed project will contribute incrementally to cumulatively considerable aesthetic impacts related to the visual character of the area going from largely vacant, rural terrain to low density suburban development.

- I. 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: air quality (short-term impacts, and short and long-term cumulative impacts), biological resources related to the loss of habitat, and aesthetics related to short-term views (i.e. construction activities and dust) and long-term views related to transforming the existing natural terrain into a residential community.
- J. 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, and the "Rural Density Alternative," development under the existing land use designation. Other alternatives that were considered and rejected included the alternative location alternative and the alternative land use alternative. As set forth below, the alternatives identified in the Final 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 be consistent with, and implement, 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;
    - b. Annexation of approximately 240 acres including the 168.77-acre Project site and adjacent utility easements and corridors into the City of Rancho Cucamonga;
    - c. To Integrate the Project with the character of the surrounding neighborhoods and establish a development that results in logical, coordinated growth;

- d. To establish a Project-wide circulation system that meets regional and local transportation needs and accommodates both vehicles and pedestrians;
  - e. To provide 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;
  - f. To provide backbone public infrastructure (i.e., roads, utilities) to serve Project residents and the surrounding community;
  - g. To minimize impacts to, and generate revenues in excess of costs for various public service agencies; and
  - h. To provide quality housing opportunities compatible with existing and planned development that responds to market demands.
- ii) Under the "No Project-No Development Alternative" the project site would remain vacant which would avoid all significant project specific impacts, although cumulative impacts including traffic, noise, and air quality would eventually occur, but not to the same degree as if the proposed Project were built. This alternative would eliminate essentially all of the adverse impacts of the proposed Project and is, therefore, an environmentally superior alternative. This alternative does not meet the Project's basic objectives of developing a residential project consistent with the General Plan land use designation for the site.
- iii) Under the "No Project – Open Space Alternative" the site would remain vacant but be acquired, fenced, and maintained for open space and biological habitat as part of the NEOSHPP plan. This alternative would avoid all the significant impacts of developing the property, however, cumulative impacts including traffic, noise, and air quality, will eventually occur regardless of whether the site is developed or preserved, although perhaps not to the same degree as with the proposed Project. This is an environmentally superior alternative but does not meet the Project's basic objectives, and indeed all other objectives, of developing a project consistent with the General Plan land use designation for the site.
- iv) Under the "Reduced Intensity Alternative" almost all of the significant or potentially significant impacts associated with the proposed project would be eliminated. The remaining significant impact (i.e., construction emissions) could probably not be eliminated or significantly reduced by the implementation of any feasible alternative or mitigation measures at this time, unless the project were to support all custom lots of one acre or more where only building pads are graded when needed. However, the Project

fiscal report indicates that fewer, larger residential lots/units would not generate sufficient public revenues to offset costs to provide services. While this alternative is environmentally superior to the proposed Project, it does not meet the Project's economic objectives of developing a residential project that has a positive cost/benefit ratio for the City and generates a reasonable return on investment. Also, since this alternative does not fully implement the City's goal of providing adequate park facilities for City residents

- v) The "Modified Site Plan Alternative" would create a 300-foot wide buffer along the west bank of the East Etiwanda Creek to better buffer wildlife movement and create more open space. It would cluster the residential development in the southwestern portion of the site and would have 200 units with a minimum lot size of 6,000 square feet and a height limit of one story. It would eliminate the significant impacts of the proposed project-related long-term air quality (NOx and ROG emissions). However, potentially significant impacts related to short-term air pollutant emissions (ROG) and loss of biological resources would remain. Also, this alternative does not meet the Project's economic objectives of developing a residential project that has a positive cost/benefit ratio for the City and generates a reasonable return on investment. This alternative is marginally superior to the proposed Project in terms of environmental impacts, but it does not meet the Project objectives.
  - vi) The "Rural Density Alternative" would development the site under the City's currently designated of Very Low density residential (VL) which allows a maximum of 2 units per acre of developable land with minimum 20,000 square foot lots. This alternative would locate approximately 75 units on 37 acres in the southern portion of the site, while the remaining 70 acres would be set aside as open space and biological habitat. This alternative would eliminate the significant impacts of the proposed Project related to biological resources related to loss of alluvial fan habitat and long-term air quality from NOx and ROG emissions. This alternative still has significant impacts related to short-term air pollutant emissions (ROG) and does not provide the benefits of two parks. Also, this alternative does not meet the Project's economic objectives of developing a residential project that has a positive cost/benefit ratio for the City and generates a reasonable return on investment. As such, it does not meet the Project's goals. This alternative is environmentally superior to the proposed Project, but it does not meet the Project objectives
- K. 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 July 21, 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, including short-term impacts on air quality from construction-related emissions and cumulative impacts to air quality related to vehicle emissions; impacts to biological resources related to removal of habitat; and short-term impacts to aesthetics (i.e. construction dust obscuring views) and long-term impacts to aesthetics (changes to the natural terrain). Therefore, due to overriding benefits of the Project and because the alternatives identified in the Final EIR are not feasible, as discussed in paragraph j above, the City Council hereby finds that any unavoidable impacts of the Project, including the mitigated but unavoidable impacts to short-term and long-term impacts on air quality and aesthetics, and project related and cumulative impacts to biological resources, 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 approximately 240 acres including the 168.77-acre Project site and adjacent utility easements and corridors into the City of Rancho Cucamonga;
- iii) Integration of the Project with the character of the surrounding neighborhoods and establishment of a development that results in logical, coordinated growth;
- iv) Establishment of a Project-wide circulation system that meets regional and local transportation needs and accommodates both vehicles and pedestrians;
- v) 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;
- vi) Provision of backbone public infrastructure (i.e., roads, utilities) to serve Project residents and the surrounding community;
- vii) Minimization of impacts to, and generation of revenues in excess of costs for, various public service agencies; and
- viii) Provision of quality housing opportunities compatible with existing and planned development that responds to market demands.

- ix) The addition of housing units in accomplishment of the City's Housing Element Goals and fulfillment of regional housing needs.
  - x) City control over the developing lands on the City's perimeter.
  - xi) Advancement of the regional trail system by the links to be completed by the Project.
- L. 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 July 21, 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 in the Mitigation Monitoring Plan.
- M. Pursuant to provisions of the 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 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 hearings on July 21, 2004 and October 20, 2004, including written and oral staff reports, together with public testimony, this Council hereby specifically finds that upon the adoption of General Plan Amendment DRC2003-00410, 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 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 this 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 hearings on July 21, 2004 and October 20, 2004, including written and oral staff reports, together with public testimony, this Council hereby specifically finds that upon the adoption of Etiwanda North Specific Plan Amendment DRC2003-00409, 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 Etiwanda North Specific Plan on the facts that the proposed Project will contain relatively large minimum residential lot sizes (minimum size of 8,400 square feet and an average lot size of 11,600 square feet), which are larger lots than in many other portions of the City and consistent with the goals of the Etiwanda North Specific Plan to provide for larger lots and equestrian lots. In addition, development of lots less than 20,000 square feet will require the developer to contribute an in-lieu fee of \$1,000 per lot for the development of an Equestrian Center. The Project is also designed to contain a trails system, provide for views of the

mountains, and with the imposition of Mitigation Measure 1-1, 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.** Ordinance No. 730 is hereby repealed.

**SECTION 7.** This Council hereby approves Development Agreement DRC2003-00411, attached hereto as Exhibit "A," subject to the condition that the Development Agreement shall not become effective unless and until General Plan Amendment DRC2003-00410 and the Etiwanda North Specific Plan Amendment DRC2003-00409 have been reviewed and approved by the City Council and have taken effect.

**SECTION 8:** 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 and satisfaction of the provisions contained in Section 6 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

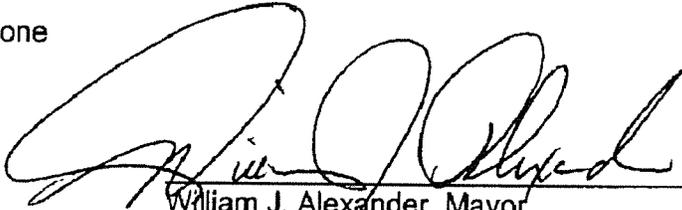
**PASSED, APPROVED, AND ADOPTED** this 3<sup>rd</sup> day of November 2004.

**AYES:** Alexander, Gutierrez, Howdyshell, Kurth, Williams

**NOES:** None

**ABSENT:** None

**ABSTAINED:** None

  
\_\_\_\_\_  
William J. Alexander, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Debra J. Adams, CMC, City Clerk

I, **DEBRA J. ADAMS, 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 3<sup>rd</sup> day November of 2004.

Executed this 4<sup>th</sup> day of November of 2004, at Rancho Cucamonga, California.

  
\_\_\_\_\_  
Debra J. Adams, CMC, City Clerk

**DEVELOPMENT AGREEMENT DRC2003-00411****DEVELOPMENT AGREEMENT BETWEEN THE CITY OF RANCHO CUCAMONGA  
AND TRAIQH PACIFIC PROPERTIES (dba TRACY DEVELOPMENT) CONCERNING  
THE PROPOSED TENTATIVE TRACT 14749**

This Agreement (the "Development Agreement") is made and entered into this 21st day of July, 2004, by and between Traigh Pacific Properties (dba Tracy Development) and Parkwest Landscape, California corporations; and San Bernardino Flood Control District, 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. Traigh Pacific Properties, Parkwest Landscape, and San Bernardino Flood Control District, and its successors and assigns, if any, are referred to collectively hereinafter as the "Property Owner". The CITY and Traigh Pacific Properties et al. 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 Owner owns fee title to approximately 168.8-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 April 24, 2003 the City received an application for Tentative Tract Map (SUBTT14749), a General Plan Amendment (DRC2003-00410), an Etiwanda North Specific Plan Amendment (DRC2003-00409), along with this Development Agreement (DRC2003-00411) and a request for Annexation (DRC2003-01051) of the Proposed Project. An Environmental Impact Report has been prepared to address the potential environmental 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. 730A adopted by the City Council on \*\*\*\*\* (the "Enacting Ordinance"), the execution of this Development Agreement and performance of and compliance with the terms and conditions set forth herein by the

Development Agreement

Traigh Pacific Properties

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 providing a level of certainty to the Property Owner; 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 effective, 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 Owner.

**B. Term**

The term of this Development Agreement shall commence on the Effective Date and shall extend for a period of Ten (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 2.D.4. 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 Owner 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 Owner is 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 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 Owner 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 Owner 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 Owner and the CITY acknowledge that the provisions of this Development Agreement require a close degree of cooperation between Property Owner 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 Property Owner. 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, Conceptual Grading Plan, and Conceptual Landscape Plan, attached hereto as Exhibits 1A – 1C. Project Entitlements refers to the following material related to the approval of the Development Agreement (DRC2003-00411) and the Tentative Tract Map (SUBTT14749): 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 Owner 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 supercede 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 269 lots, and that lots may be shifted between phased tracts without increasing the overall number of lots and be in substantial conformity with the Project Entitlements as approved by this Development Agreement. The CITY Planner shall exercise his reasonable discretion to review transfers of lots between tracts 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 Owner from obtaining all necessary approvals, permits, certificates or other entitlements at such dates and under such circumstances as the Property Owner 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. Gated Community

The Proposed Project is approved as a private gated community, which shall include formation of a Homeowners Association. The Homeowners Association must be formed to assume responsibility and maintenance of the gates, common area streets, drainage facilities, interim detention basins, utility easements, streetlights, sidewalks, landscaping (including the north side of 'Lower Crest Collector') and walls throughout the project. The terms and conditions of the CC&Rs establishing the Homeowners Association shall be subject to City approval prior to recordation.

2. Homeowners Association and Private In-tract Slopes

In-tract streetscape plans depicting slopes on the Homeowners Association and private slopes shall be reviewed and approved by CITY. Slopes of a ratio 2H:1V may be permitted up to 30-feet in height upon review and approval of the City Planner with retaining walls as approved by the City Planner. Proposed specific slope treatments, which shall be applied are depicted on Exhibit 2.

3. Dry Utilities

The Project Entitlements do not require that Burd vaults be installed and the CITY and Property Owner agree that no Burd vaults will be required throughout the Project Site.

4. Community Trail

The Property Owner shall design and construct improvements to the CITY Community Trail network along the Etiwanda Creek levee, and parallel to the northerly extension of Etiwanda Avenue along the west project boundary, in accordance with CITY Standards.

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 less than 8%, the Project is exempt from the CITY Hillside Development Regulations of the Development Code.

6. Street Sections

The CITY desires that the design of East Avenue, Etiwanda Avenue and "Lower Crest Collector," be designed as depicted in the Etiwanda North Specific Plan 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:

a. The straight sections on interior streets (Street W) may be greater than 800-feet due to the fact that the project is a private gated community, thereby limiting the project from traffic impacts from any other development through the project.

b. All interior streets that have driveway access to single-family residential lots may be designed with a 50-foot right-of-way utilizing a rolled curb; all other streets within the tract shall have a 60-foot right-of-way with a City standard 6-inch curb face.

7. Circulation Issues and Fees

a. Transportation Fee/Traffic Impact Analysis

The Property Owner shall construct all circulation improvements necessary to serve the area in and around the Project Site, as generally depicted on Exhibits 3A – 6A. In addition, the Property Owner shall comply with Transportation Development Fees in accordance with CITY ordinance. Upon formation of a Community Facilities District ("CFD") Property Owner may include the cost of the improvement specified in this Section 2.C.7.b as part of the CFD financing. The Property Owner shall receive credit against, or reimbursement of costs, in excess of the Transportation Development Fee for the following "backbone" improvements as described herein, in

conformance with City Policy: East Avenue, Lower Crest Collector and the middle 38 feet of Etiwanda Avenue (full width across Southern California Edison corridor).

b. Other Circulation Improvements

The Property Owner shall design and construct the following improvements:

(i) Etiwanda Avenue: Improve as a Secondary Arterial from the north boundary of Tract 16072 to Lower Crest Collector, as depicted in Exhibit 4A. These improvements shall be completed prior to the first release of occupancy, or to the satisfaction of the City Engineer. Property Owner may request reimbursement agreement to recover the cost for non-backbone improvements west of the centerline from future development as it occurs on adjacent properties in the City limits. If the Property Owner fails to submit said reimbursement agreement within 6-months of the public improvements being accepted by the City, all rights of the Property Owner to reimbursement shall terminate.

(ii) East Avenue: Construct Collector Street improvements from the north boundary of Tract 16072 to Lower Crest Collector, as depicted in Exhibit 3A. These improvements shall be completed prior to the first release of occupancy, or to the satisfaction of the City Engineer.

(iii) Lower Crest Collector: Construct Collector Street improvements along the entire length of the Project Site, as depicted in Exhibit 6A. These improvements shall be completed prior to the first release of occupancy, or to the satisfaction of the City Engineer.

8. Storm Drains

The Property Owner shall design and construct the following improvements based on the criteria in the Etiwanda/San Sevaine Drainage Policy:

a. Etiwanda/San Sevaine Area 3 Master Plan Storm Drain

(i) The Property Owner shall provide adequate easements and construct local and Master Plan System 3 drainage facilities extending from the Project Site to the Etiwanda Regional Spreading Grounds. System 3 includes the projection of the existing open channel on the north boundary of Tentative Tract 14139, east of East Avenue to the Etiwanda Spreading Grounds. 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 within 6 months of public improvements being accepted by the CITY, or all rights of the development to reimbursement shall terminate.

(ii) The Property Owner shall participate in construction of Interim Master Plan Basin No. 2 and either the Etiwanda/Summit or the Etiwanda/Arrow Interim Regional Basin, to the satisfaction of the San Bernardino County Flood Control District.

b. Etiwanda/San Sevaine Area 2 Master Plan Storm Drain

(i) The channel along the north tract boundary constitutes a portion of the Master Plan System 2, which is required to protect the site from upstream flows. The channel shall be designed to be extended westerly along the Rancho Etiwanda Estates project. The Property Owner may also be required to install interim Master Plan Basin No.1, within the Project Site, to the satisfaction of the San Bernardino County Flood Control District. All flood protection improvements shall be completed prior to the first release of occupancy, or to the satisfaction of the City Engineer, including a Letter of Map Revision (LOMR) issued by FEMA. 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 within 6 months of public improvements being accepted by the CITY, or all rights of the development to reimbursement shall terminate.

(ii) Property owner shall construct Interim Master Plan Basin No. 1 if so directed by the San Bernardino County Flood Control District. These improvements shall be completed prior to the first release of occupancy, or to the satisfaction of the City Engineer.

c. Local Storm Drains

The Property Owner shall construct local storm drains to convey development drainage to the Master Plan Storm Drain. Extend the local storm drain system as far on the Project 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 the local storm drain system shall be borne by the Property Owner without Fee Credits.

d. If interim basins are required by the San Bernardino County Flood Control District, easements shall be provided to the City for any lots containing said basins. Also, a maintenance agreement shall be executed guaranteeing private maintenance of the facilities, but providing the City with the right of access to maintain the facilities if private maintenance is insufficient and allowing the City to assess those costs to the developer. The developer may request 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 developer fails to submit said reimbursement agreement within 6 months of the public improvements being accepted by the City, all rights of the developer to reimbursement shall terminate.

e. Development within the Etiwanda/San Sevaine Drainage Area is responsible for the City's adopted regional drainage fee, which is not subject to fee credit/reimbursement like the master plan drainage fee.

9. Development of Park Sites

Property owner agrees to construct the Parks in substantial conformity with the depiction and description of Exhibits 7A, 7B, and 7C in conformance with all applicable standards and permit requirements. The Park improvements shall be completed substantially complete by the one-hundredth (100<sup>th</sup>) building permit issuance in the Project. The Property Owner will make a good faith effort to complete all actions necessary to secure and complete work necessary to include the off-site special event

parking area as depicted in Exhibit 7A. The City agrees to promptly process all applications and permits consistent with its usual and customary procedures. A portion of the required Equestrian Mitigation Fee shall be set aside as an endowment for capital replacement and maintenance purposes, in the event of private maintenance default by the tenant organization. The amount to be set aside shall be based on studies by the developer, subject to approval of the City Planner and City Engineer. The endowment shall be paid to the City prior to the issuance of building permits for the facility.

10. Park Fee/Equestrian Mitigation Fee/Beautification Fee

The Property Owner shall pay the following fees:

a. Property Owner will pay CITY a sum totaling \$269,000 (based upon \$1,000 per unit) for equestrian purposes; however, the Property Owner shall receive Equestrian Mitigation Fee credit for development of the North Etiwanda Equestrian Center on Lot E as depicted on Exhibit 7A, which Equestrian Center development costs will be limited to the total amount of Equestrian Mitigation Fees paid by Tentative Tract 14749 and other contributing projects. The current estimate of available Equestrian Mitigation Fees is \$1.54 million. In addition, the Property Owner may request a reimbursement agreement from the City, for costs incurred in the development of the Equestrian Center that are over and above the obligation as noted above. The credit will be based on the actual cost of the improvements toward payment of the standard CITY Equestrian Mitigation Fee and the CITY Park Fee listed below in Section 10.b. Reimbursement in excess of the CITY Equestrian Mitigation Fee reimbursement shall be in the form of Park Fee credits toward the payment of the City Park Fee listed below in Section 10.b. The North Etiwanda Equestrian Center shall be constructed with Phase 1 of project development.

b. The Property Owner shall pay the CITY a sum totaling \$1,775,400 for park purposes (based upon a value of \$6,600 per unit); however, the Property Owner shall receive Park Credit for the improvements to the North Etiwanda Preserve Trailhead on Lot F as depicted on Exhibit 7C, and for the excess development cost of the Equestrian Center pursuant to Section 10.a. above. The credit will be based on the actual cost of the improvements toward payment of the standard CITY Park Fee. The North Etiwanda Preserve Trailhead shall be constructed with Phase 1 of project development.

c. In exchange for construction of landscaping improvements along the south side of Lower Crest Collector, the Property Owners shall not be required to pay CITY Beautification Fees for future residential construction.

11. Development Standards

The project shall be developed in accordance with the following Development Standards. The Development Standards set the minimum requirements, however, the intent of the Project is to develop the project consistent with the goals of the CITY's Low-Density Residential District of the Etiwanda North Specific Plan.

- a. Lot Area: 8,400 Square Foot minimum
- b. Lot Width: 60-feet minimum as measured at building setback line.

d. Lot Coverage: 40% maximum of lot area for building structures. Paving driveways patios or pools shall not be calculated as part of building coverage.

e. Building Setbacks

(i) Front Yard: Should be staggered with a minimum of 18-feet and an average of 20 feet throughout the tract as measured at the right-of-way line.

(ii) Side Yard: 15-foot building separation is required with a minimum of 5-feet and 10-foot side yards measured from the property line.

(iii) Rear Yard: 15-foot minimum useable

(iv) Garage Placement: Where garages are entered from the local street and the garage doors do not face the street (side-entry garages) the setback shall be 10-foot minimum from the back of the sidewalk.

(v) Building Height: 35-foot maximum

f. Number of Housing Units: The project entitlements include 269 housing units.

12. Design Review Process

The Project, and all subsequent applications for residential development, shall be subject to the CITY Development/Design Review process.

13. Architectural Guidelines

The Project, and all subsequent applications for residential development, shall be subject to the Architectural Guidelines of the Etiwanda North Specific Plan.

14. Open Space Transfer Plan

The Property Owner 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 164-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 upon 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, fencing, signage, and landscaping as depicted in the Etiwanda North Specific Plan Exhibit 25A-C, shall be completed prior to the release of occupancy of the 100<sup>th</sup> dwelling within the project. In addition, improvements to East Avenue, Etiwanda Avenue and Lower Crest Collector shall conform to the Upper Etiwanda Neighborhood Landscape theme as illustrated in the Etiwanda North Specific Plan Exhibit 21 (Landscape Street Sections B-1, M-1, and B-2, respectively). The landscape improvements shall be annexed to LMD No. 7, or other district as approved by the City Engineer.

2. Development of the Remainder of the Site

Neither the property owner 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 Owner including, without limitation, market orientation and demand, interest rates, absorption, competition and other factors.

The parties acknowledge and agree that Property Owner, subject to the restrictions and conditions in the 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 Owner's business judgment. The CITY further acknowledges that Property Owner 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 efforts to promptly process and take final action on any applications for permits or approvals filed by Property Owner with respect to the Project. Such cooperation shall include, without limitation, (a) using good faith 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 Owner's 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 Owner 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 Owner, 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 Owner 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.E. 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 Owner (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 Owner's 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 Owner's 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 Owner and the CITY, the Processing Fees assessed Property Owner 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 Owner's 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 Owner 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 Owner 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 Owner 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 Owner 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 Owner, 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 application. The CITY further agrees that upon its approval of any plans, specifications, design drawings, maps, or other submittals of Property Owner 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 Owner 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 the developing and implementing a tertiary water system, potential transportation improvements and other on-site and off-site infrastructure. The CITY shall cooperate with Property Owner in its efforts to obtain such permits and approvals from such agencies (including without limitation, the Cucamonga Valley Water District, the Inland Empire Utilities Agency, the San Bernardino County Flood Control District and Southern California Edison), and shall provide any documents or certificates reasonably required to process and obtain such permits and approvals.

2. Construction of Off-Site Improvements. To the extent that Property Owner is required to construct any off-site street improvements as a condition of developing the Project, the Property Owner shall make good faith efforts to acquire any off-site property interests necessary to construct the required public improvements. If Property Owner fails to do so, Property Owner 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 Section 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 Owner 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 Owner's 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 of limits of the CITY, the CITY agrees to assist Property Owner 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 Owner 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, Beautification, Equestrian 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 Owner to the fullest extent possible in developing and implementing a public financing plan for the payment of public infrastructure fees and 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.

**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. The Property Owner 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 allows 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 of additional maintenance districts upon the proposed development. Upon acceptance of improvements, the CITY (throughout 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 Owner agrees to provide, reasonable cash deposit to fund the LMD. The CITY shall promptly upon receipt of assessments the following June, reimburse Property Owner for any such cash advances to fund the LMD.

Property Owner shall annex to the existing Street Lighting District for arterial streets citywide (SLD1). Streetlights on local streets shall be privately maintained.

**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 Owner 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 Owner 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 Owner. If at any time prior to the review period there is an issue concerning a Property Owner's compliance with the terms of this Development Agreement, the provisions of this Section 3 shall apply.

**B. Certificate of Compliance**

If Property Owner is found to be in compliance with this Development Agreement after annual review, the City Planner shall, upon written request by Property Owner, issue a certificate of compliance ("Certificate of Compliance") to Property Owner stating that, based upon information known to the CITY, the Development Agreement remains in effect and Property Owner is 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 Owner 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 Owner has 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 Owner. The notice shall be accompanied by copies of all staff reports, staff recommendations and other information concerning Property Owner's compliance with the terms of this Development Agreement as the CITY may possess and which is relevant to determining Property Owner's performance under this Development Agreement. The notice shall specify in detail the grounds and all facts allegedly demonstrating such noncompliance, so Property Owner may address the issues raised on a point-by-point basis. Property Owner shall have twenty (20) days after its receipt of such notice to file a written response with the City Planner. Within ten (10) days after the expiration of such 20-day response period, the City Planner shall notify Property Owner whether he has determined that Property Owner is in Default under this Development Agreement ("Notice of Default"). Such Notice of Default shall specify the instances in which the Property Owner has 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 Owner to meet the terms of compliance, which time shall not be less than thirty (30) days from the date of the Notice of Default, and which shall be reasonably related to the time necessary to bring Property Owner's performance into good faith compliance.

**D. Right to Appeal**

Upon receipt of the Notice of Default, the Property Owner 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 ten (10) calendar days following the Property Owner's 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 Owner 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 that the Property Owner is in Default, then the City Council shall specify in writing to Property Owner the instances in which the Property Owner has failed to comply and the terms under which compliance can be obtained, and shall also specify a reasonable time for Property Owner 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 Owner's performance into good faith compliance.

**E. Property Owner's Cure Rights**

If Property Owner is 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 Owner's 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 3.C. or 3.D. 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 2.D.4. 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 4.B. 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 Owner, as defined herein, if the rights under this Development Agreement are assigned, the term "Property Owner" 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 Owner 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 Owner, in any manner, at Property Owner's 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 Owner 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 Owner with respect to the Property Owner 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 Owner 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 Owner; 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 Owner 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 Owner under this Development Agreement and specifying the address for delivery thereof, the CITY shall deliver to such Mortgagee, concurrently with delivery thereof to Property Owner, any notice given to Property Owner with respect to any claim of the CITY that Property Owner has 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 Owner 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 such Mortgagee shall, within such thirty (30) day period, commence 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 3.E 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 Owner, 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 Owner 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 Owner 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 Owner 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**

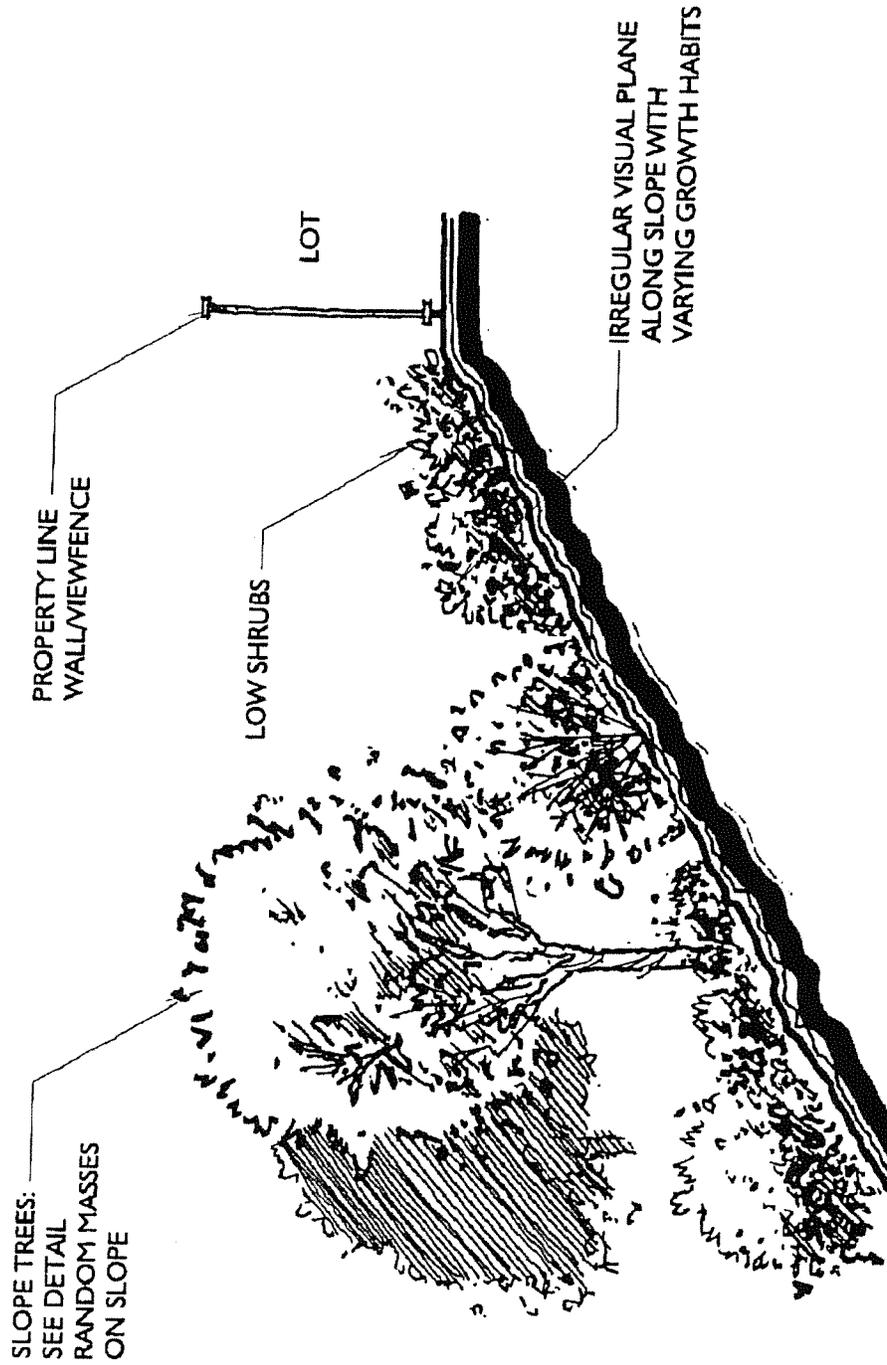
The CITY Clerk shall cause a copy of this Development Agreement to be recorded in the office of the Recorder of the County of San Bernardino no later than ten (10) days following the effective date of this Development Agreement.





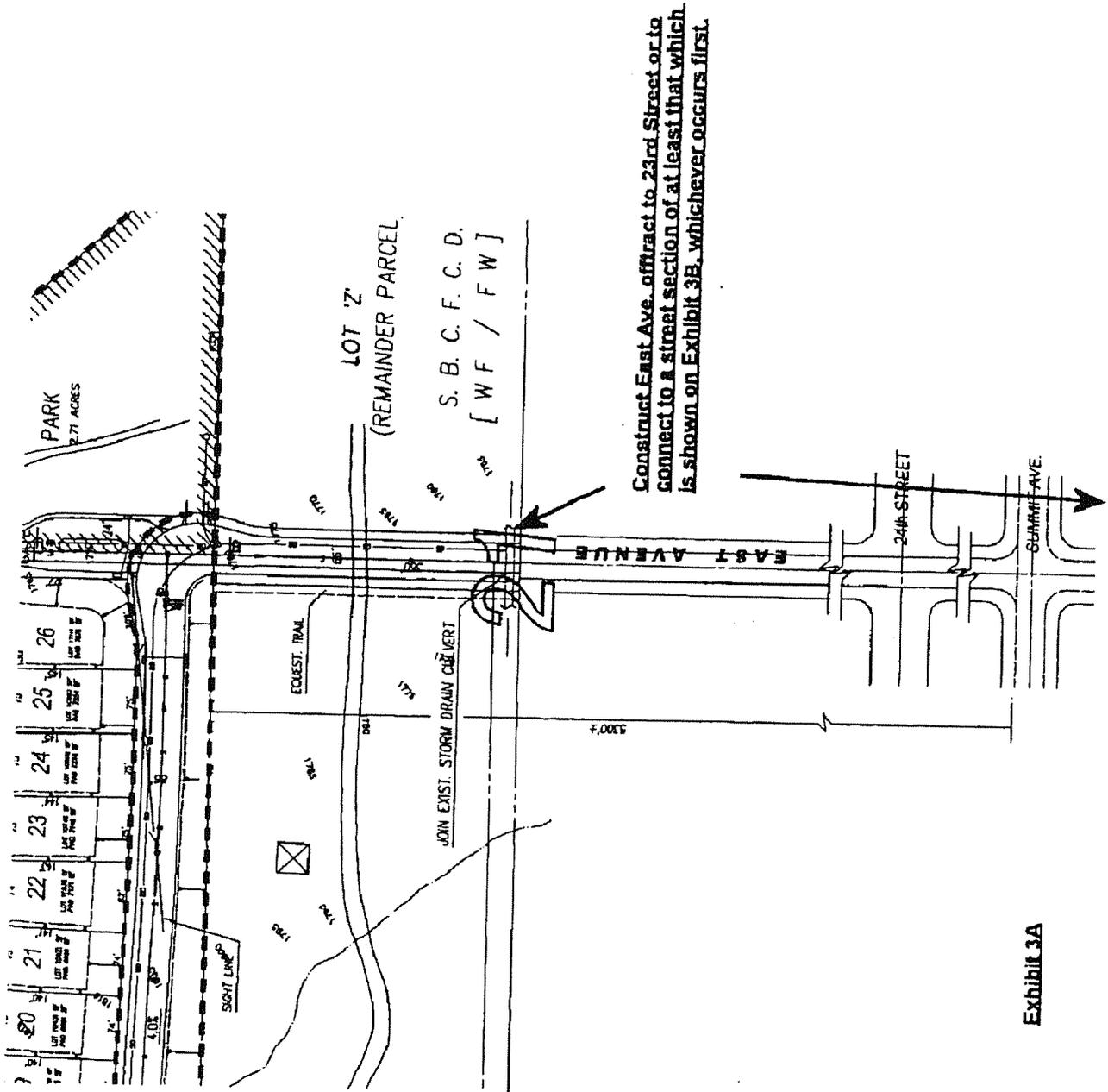






TYPICAL SLOPE PLANTING SECTION  
NOT TO SCALE

EXHIBIT 2



Construct East Ave. off-ramp to 23rd Street or to connect to a street section of at least that which is shown on Exhibit 3B, whichever occurs first.

Exhibit 3A

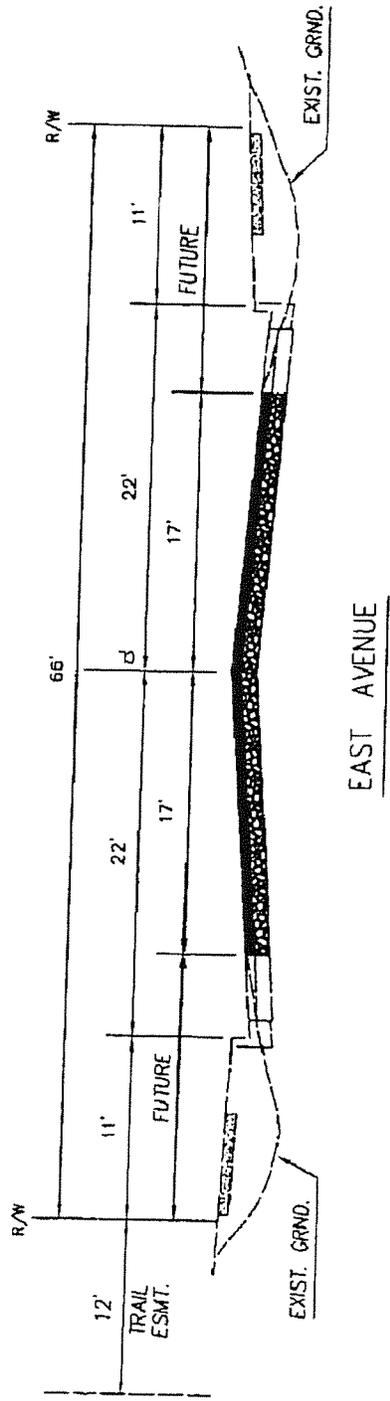


Exhibit 3B

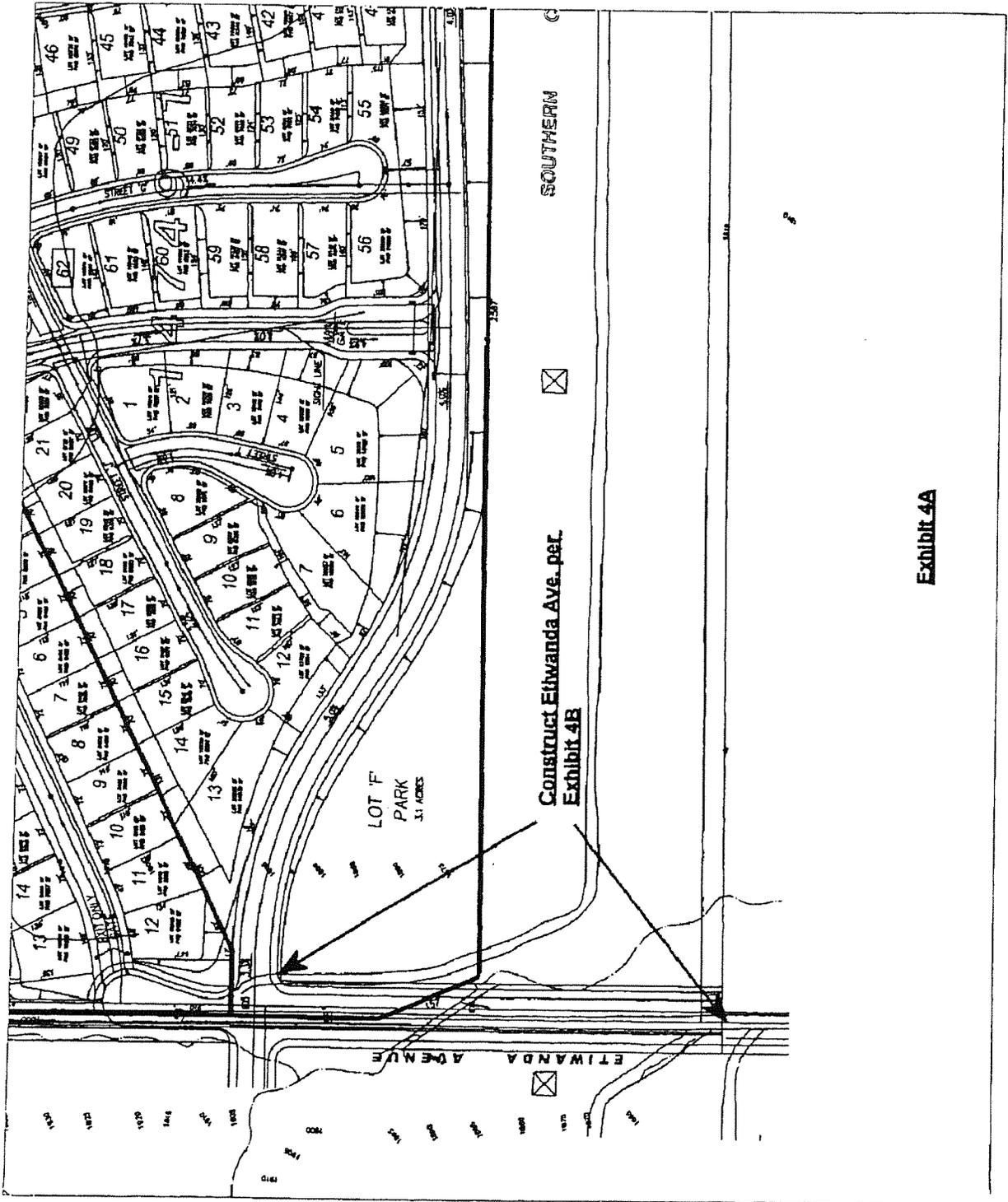
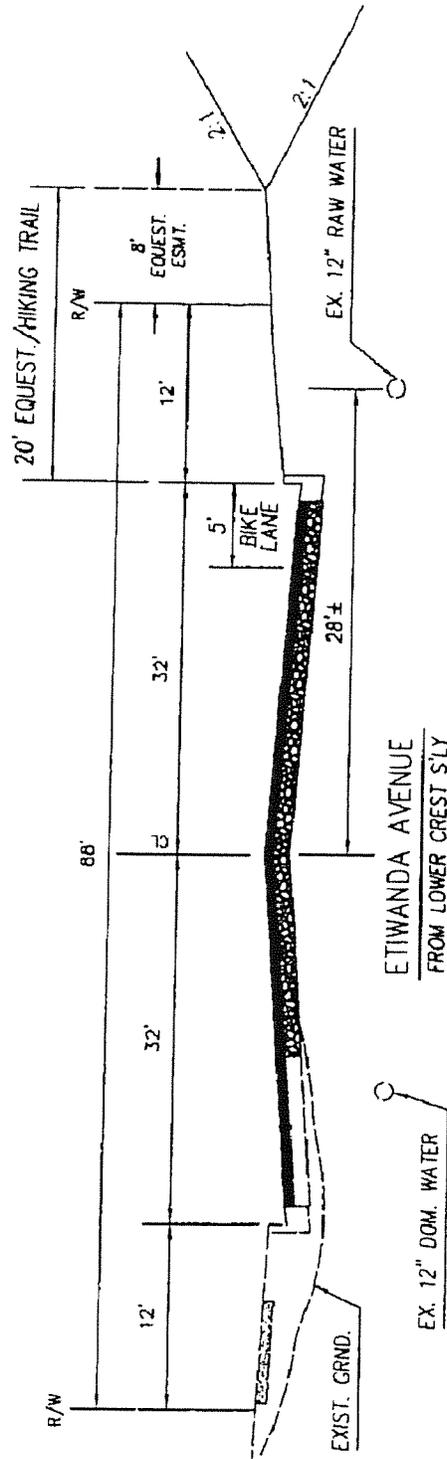


Exhibit 4A



**Exhibit 4B**

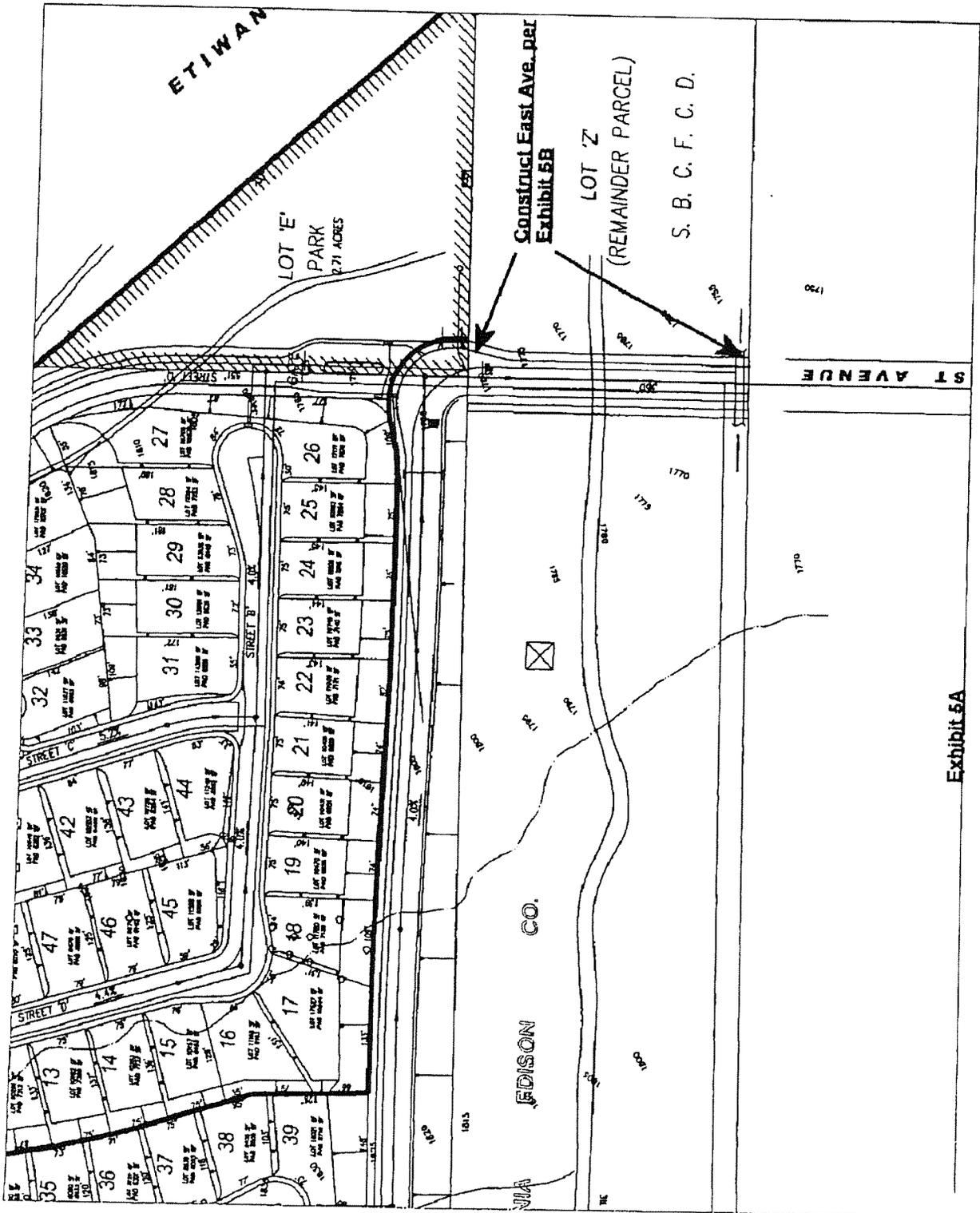
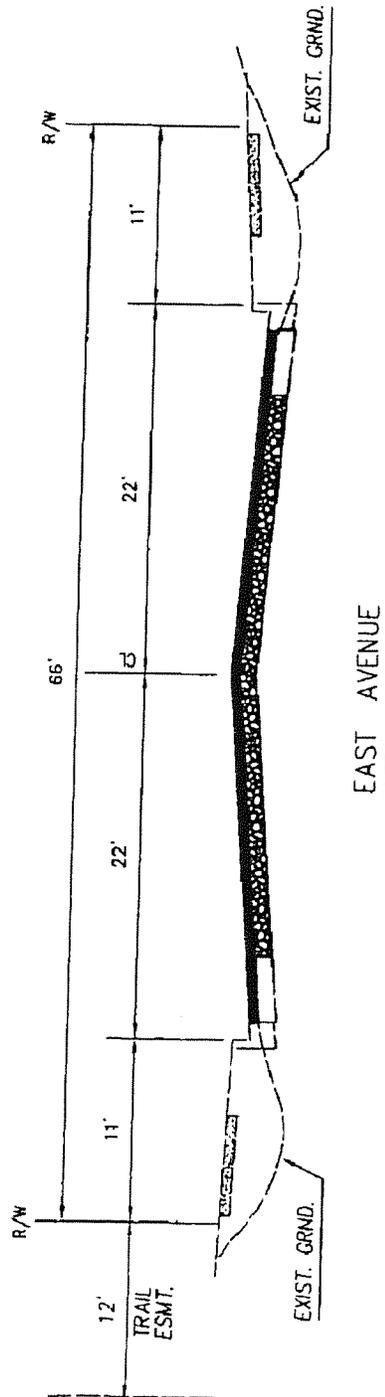
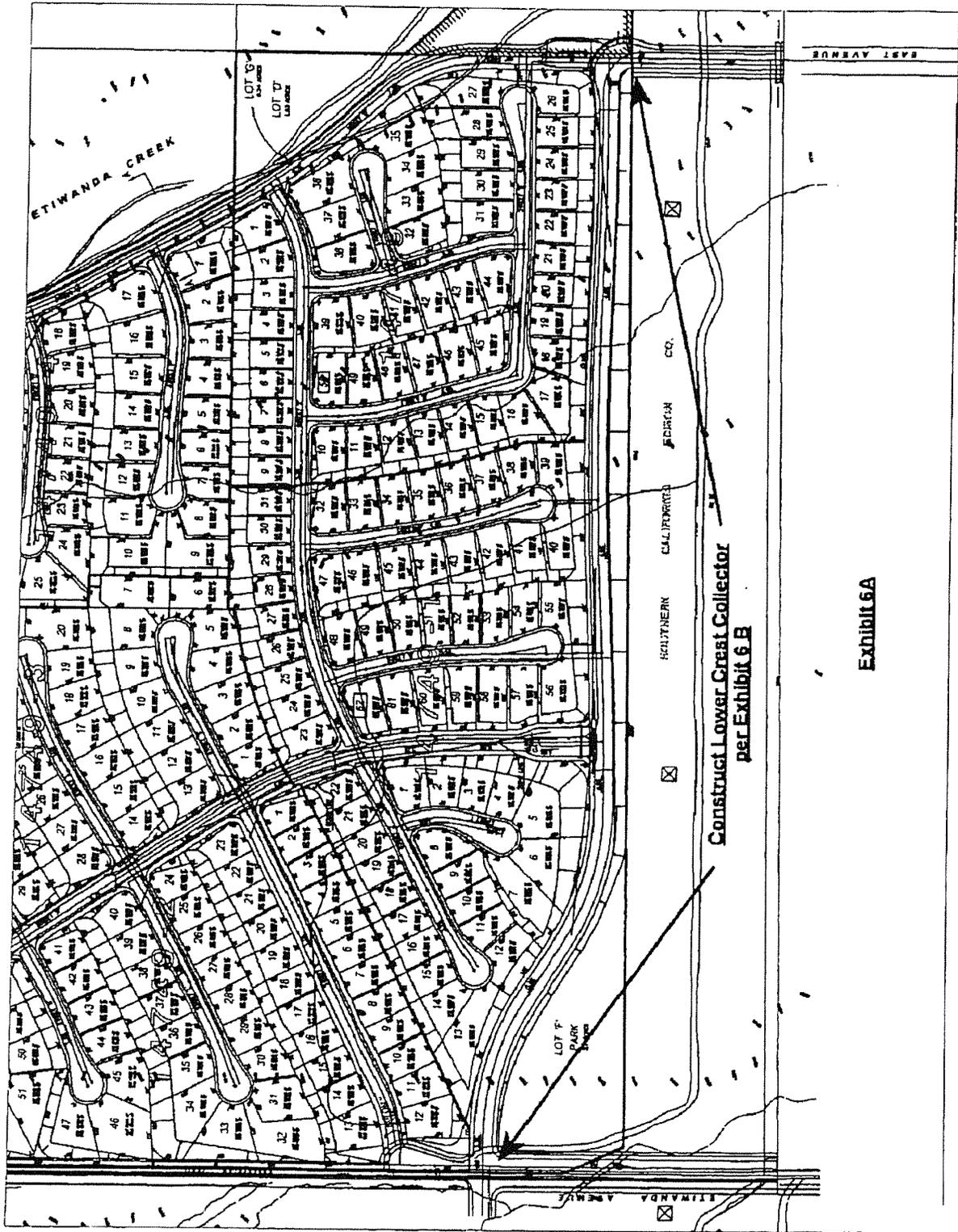


Exhibit 5A

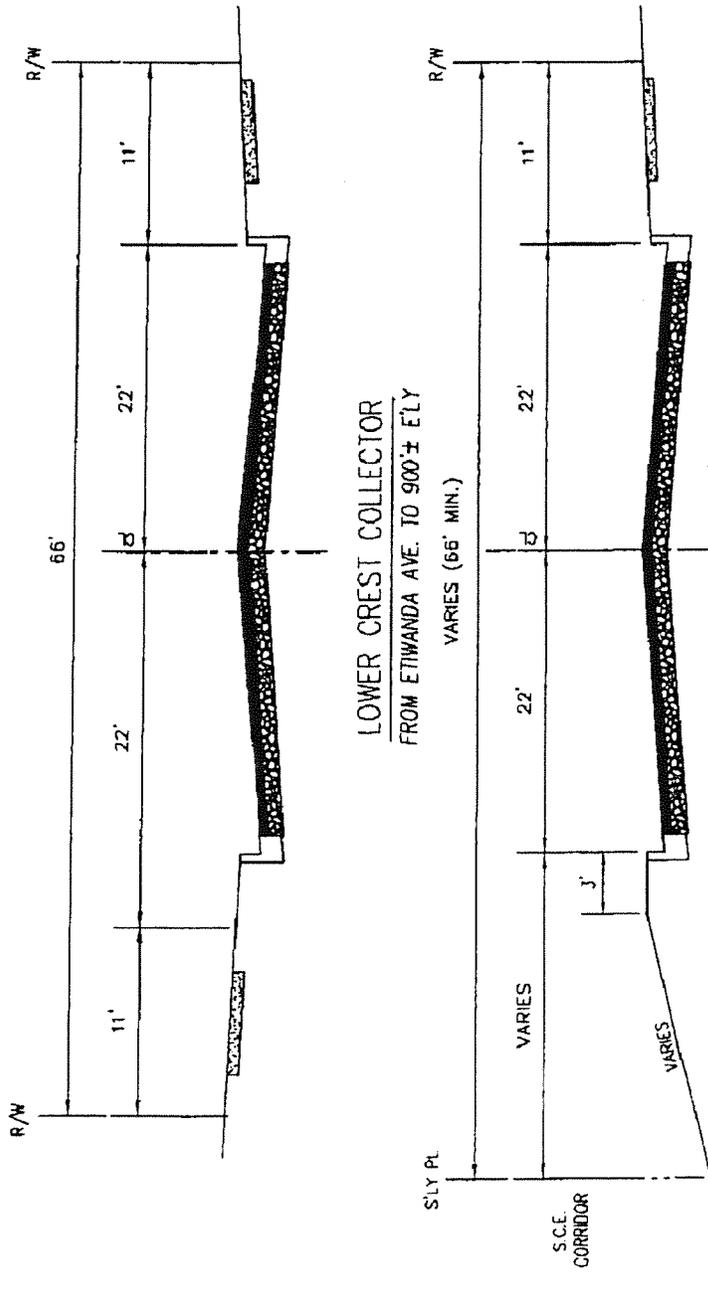


**Exhibit 5B**



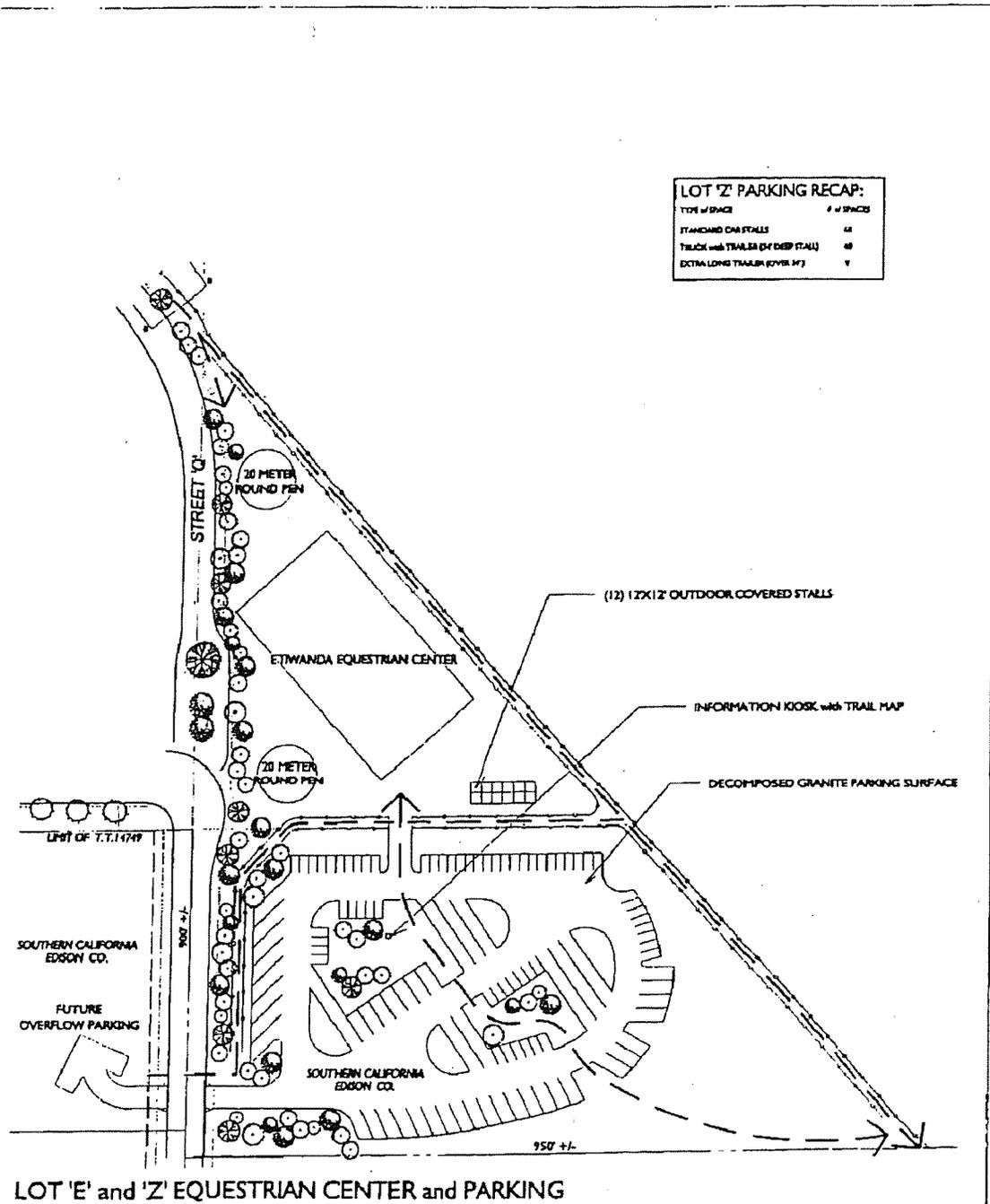
Construct Lower Crest Collector  
per Exhibit 6 B

Exhibit 6A



LOWER CREST COLLECTOR  
FROM 900'± E'LY OF ETIWANDA AVE TO EAST AVE.

Exhibit 6B



**Preliminary Equestrian Center  
and Trailhead Parking Lot Sight Plan**

**EXHIBIT 7A**

**MJSDesign Group** Inc.  
Landscape Architecture + Planning + Design  
Canary Village  
2817 Lafayette Newport Beach, CA 92663  
(949) 675-9964 Fax (949) 675-9974 mpsdesigngroup.com

Development Agreement DRC2003-00411  
Equestrian Center Design Amenities

General Description:

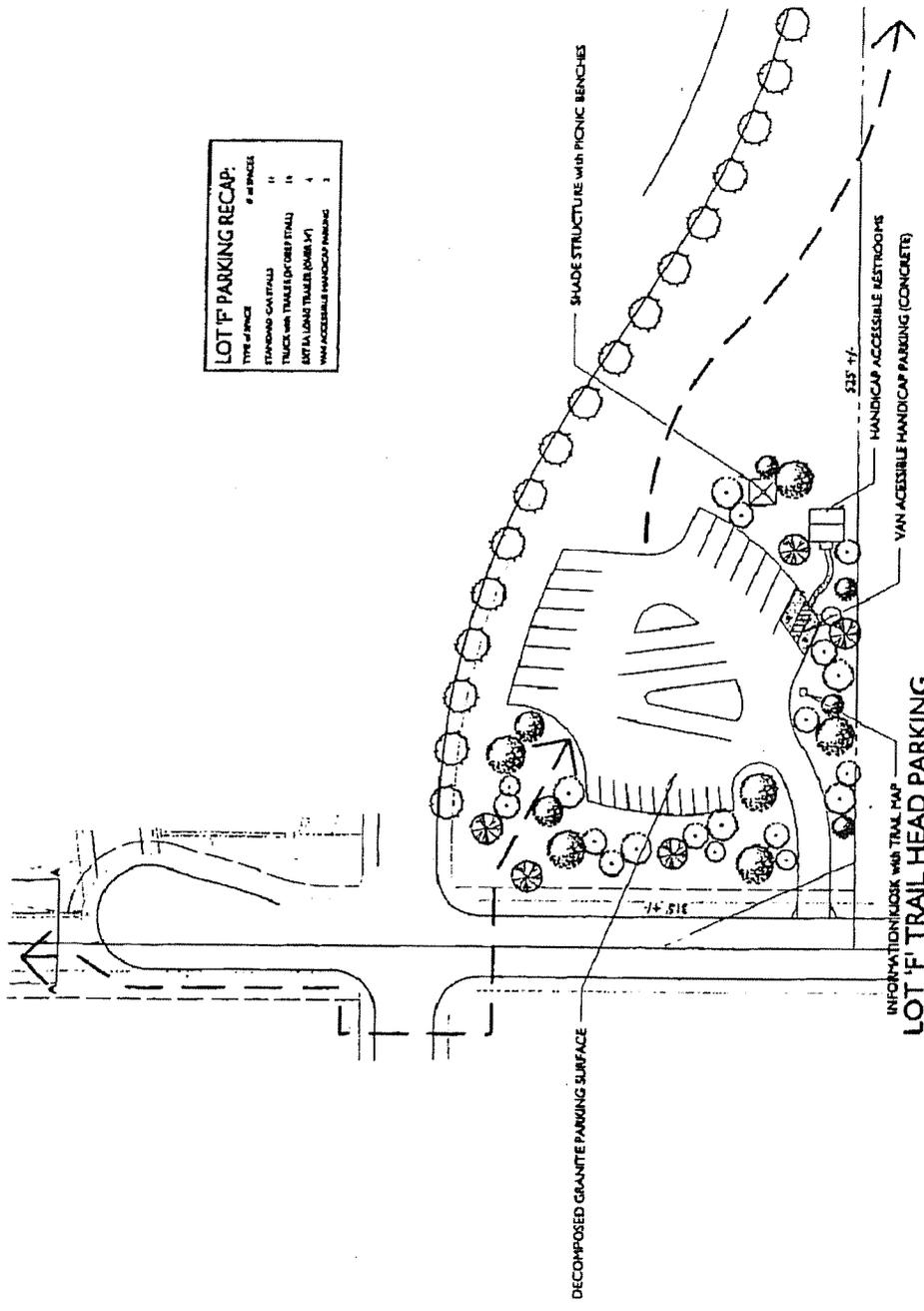
The Equestrian Facility as proposed would consist of a large enclosed arena (100 feet by 250 feet). Two covered round pens would be located one on each end for exercising animals and teaching some lessons. Bleacher seats for up to 50 persons would be needed for spectators. There would be 10 –12 barn stalls to house Program horses. Special Event parking (up to 12 such events per year) would include 20 Trailer and 50 passenger car spaces to be located on a graded but unimproved area on adjacent to the south SBCFCD (fee owned)/ SCE (easement) Utility Corridor Area. Other items would include snack bar, office, community meeting room, and care taker apartment within the main Barn Structure.

The Arena would be used for riders, shows, clinics and seminars. This area would be equipped with lights and bells for the disabled. A hydraulic lift would be available for those in wheel chairs or others in need of assistance with mounting and dismounting.

The living quarters would be used as a Care Taker residence for someone (possibly a student needing experience or an internship) to care for the animals and property.

The following detail list constitutes the desired and not final amenities and will be modified based upon budget considerations during the design phase:

1. Indoor and outdoor dust control
2. Indoor Fly control system
3. Concrete floors on indoor barn and aisle with rubber mats/eqatle
4. Indoor Barn Stalls equipped with Dutch type doors
5. Ventilation – Cooling/Heating System for Barn complex (meets applicable UBC)
6. Automatic Fire and Burglar Alarm System
7. Closed circuit (B&W) TV monitoring system
8. Lighting both inside and out (outside area minimum 1 candle foot security requirement of the City)
9. 270 V electrical connection for ceramic kiln for Art Therapy Program
10. Data and Cable TV wired to Office and Care Taker Unit.
11. Telephones in Barn Aisle, Office and Care Taker Unit.
12. Out door drop off area and vehicle circulation for both disabled and Horse Trailers
13. On site Staff and Visitor Parking – 6 Spaces.
14. Automatic Waters both inside and outside for each stall and 1 in the center aisle with individual and independent shut off valves.
15. Manure container enclosure with weekly pick up.
16. Signage
17. Inside and outside PA system
18. 2 Round Pens with covers
19. Vehicle security gates for driveway connections.
20. 12 outdoor horse stalls with covers and enclosures on three sides for visitors.
21. Limited (250 Sq. ft. max.) accent landscaped and irrigated planter at building entrance.
22. Perimeter landscaping shall be included within street and trail right of way and maintained by the LMD.
23. Arena Footing will consist of a minimum 6" gravel base, 4" arena Sand, and 2" of pine shavings or material may be considered during the design phase



**LOT 'F' PARKING RECAP:**

TYPE of SPACE	# of SPACES
STANDARD CAR SPACES	11
TRUCKS WITH TABLES (ONE TRAIL)	11
BUTTA LIGHT TABLES (ONE TRAIL)	4
VAN ACCESSIBLE HANDICAP PARKING	2

**MJSDesign Group** <sup>INC</sup>  
 Landscape Architecture + Planning + Design  
 2817 Lakeside, Newport Beach, CA 92663  
 (949) 875-9964 Fax (949) 875-9974 mjsdesigngroup.com

**Preliminary Equestrian Center  
 and Trailhead Parking Lot Sight Plan**  
 City of Rancho Cucamonga, CA

**EXHIBIT 7C**

**RESOLUTION NO. 14-213**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA, APPROVING A ONE (1) YEAR EXTENSION OF AN EXISTING DEVELOPMENT AGREEMENT (DRC2003-00411), AN AGREEMENT FOR AN APPROVED PROJECT OF 269 SINGLE-FAMILY LOTS ON APPROXIMATELY 168.77 ACRES OF LAND WITHIN THE ETIWANDA NORTH SPECIFIC PLAN, LOCATED NORTH OF THE SOUTHERN CALIFORNIA EDISON CORRIDOR BETWEEN ETIWANDA AVENUE AND EAST AVENUE; AND MAKING FINDINGS IN SUPPORT THEREOF - APN: 1087-081-03, 04, 05, 06, 07, 08, 09.**

**A. Recitals.**

1. The City of Rancho Cucamonga, on behalf of WSI Highland Investments, LLC (property owner), 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 November 3, 2004, this Council adopted its Ordinance No. 730A, thereby approving the Development Agreement subject to specific conditions and time limits.
3. On November 19, 2014, 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 January 18, 2005. Since the agreement runs for ten years, the expiration date is January 18, 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 November 19, 2014, 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;
  - 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;

- 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 21, 2004 (State Clearing House #2003081085) in connection with the City's approval of Annexation DRC2003-10151, Tentative Tract SUBTT14749 and Development Agreement DRC2003-00411. 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 Time Extension request 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 Time Extension is being requested in order to provide additional time for the developer to work with the City to address requirements of the Development Agreement, staff further finds that the project 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 DRC2014-00876 for Development Agreement DRC2003-00411.
  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 DRC2003-00411 by an additional one (1) year, attached thereto and incorporated herein by this reference, to expire on January 18, 2016.
  5. The Secretary to this Council shall certify to the adoption of this Resolution.

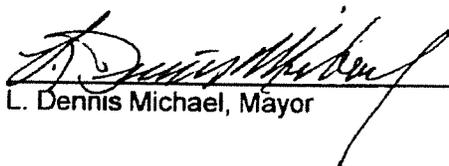
**PASSED, APPROVED, AND ADOPTED** this 19<sup>th</sup> day of November 2014.

**AYES:** Alexander, Michael, Spagnolo, Williams

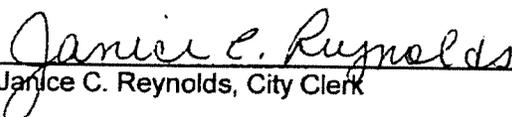
**NOES:** None

**ABSENT:** Steinorth

**ABSTAINED:** None

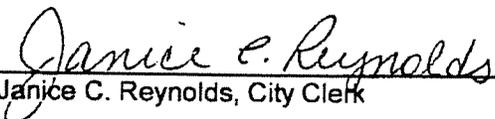
  
\_\_\_\_\_  
L. Dennis Michael, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Janice C. Reynolds, City Clerk

I, **JANICE C. REYNOLDS, CITY CLERK** of the City of Rancho Cucamonga, California, do hereby certify that the foregoing Resolution was duly passed, approved and adopted by the City Council of the City of Rancho Cucamonga, California, at a Regular Meeting of said City Council held on the 19<sup>th</sup> day of November 2014.

Executed this 20<sup>th</sup> day of November 2014, at Rancho Cucamonga, California.

  
\_\_\_\_\_  
Janice C. Reynolds, City Clerk

## RESOLUTION NO. 15-219

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA, APPROVING TIME EXTENSION DRC2015-01084 TO ALLOW FOR A ONE (1) YEAR TIME EXTENSION OF AN EXISTING DEVELOPMENT AGREEMENT (DRC2003-00411), AN AGREEMENT FOR AN APPROVED PROJECT OF 269 SINGLE-FAMILY LOTS ON APPROXIMATELY 168.77 ACRES OF LAND WITHIN THE ETIWANDA NORTH SPECIFIC PLAN, LOCATED NORTH OF THE SOUTHERN CALIFORNIA EDISON CORRIDOR BETWEEN ETIWANDA AVENUE AND EAST AVENUE; AND MAKING FINDINGS IN SUPPORT THEREOF - APN: 1087-081-03, 04, 05, 06, 07, 08, 09.

A. Recitals.

1. The City of Rancho Cucamonga, on behalf of WSI Highland Investments, LLC (property owner), 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 November 3, 2004, this Council adopted its Ordinance No. 730A, thereby approving the Development Agreement subject to specific conditions and time limits. The Effective Date of the Development Agreement was January 18, 2005. Since the agreement runs for ten years, the expiration date was January 18, 2015.

3. On November 19, 2014, the City Council of the City of Rancho Cucamonga approved Time Extension DRC2014-00876, which allowed for a one (1) year time extension of the subject Development Agreement (DRC2003-00411). This generated a new expiration date of January 18, 2016.

4. On December 16, 2015, the City Council of the City of Rancho Cucamonga conducted a public hearing on the application and concluded said hearing on that date.

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 December 16, 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;

RESOLUTION NO. 15-219  
TIME EXTENSION DRC2015-01084– WSI HIGHLAND INVESTMENTS, LLC  
December 16, 2015  
Page 2

b. A one-year (1) time extension of the Development Agreement will not cause significant inconsistencies with the current General Plan, Specific Plan, ordinances, plans, codes and policies;

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 21, 2004 (State Clearing House #2003081085) in connection with the City's approval of Annexation DRC2003-10151, Tentative Tract SUBTT14749 and Development Agreement DRC2003-00411. 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 Time Extension request 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 Time Extension is being requested in order to provide additional time for the developer to work with the City to address requirements of the Development Agreement, staff further finds that the project 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 DRC2015-01084 for Development Agreement DRC2003-00411.

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 DRC2003-00411 by an additional

RESOLUTION NO. 15-219  
TIME EXTENSION DRC2015-01084- WSI HIGHLAND INVESTMENTS, LLC  
December 16, 2015  
Page 3

one (1) year, attached thereto and incorporated herein by this reference, to expire on January 18, 2017.

5. The Secretary to this Council shall certify to the adoption of this Resolution.

APPROVED AND ADOPTED THIS 16TH DAY OF DECEMBER 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 16th day of December 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:

# STAFF REPORT

ENGINEERING SERVICES DEPARTMENT



**Date:** December 16, 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 *RM*  
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 \$288,975.00, TO THE LOWEST RESPONSIVE BIDDER, VIDO SAMARZICH, INC., AND AUTHORIZE THE EXPENDITURE OF A 10% CONTINGENCY IN THE AMOUNT OF \$28,897.50, FOR THE RED HILL PARK LAKE MODERNIZATION PROJECT TO BE FUNDED FROM CAPITAL RESERVE FUNDS, ACCOUNT NO. 1025001-5650/1897025-0 AND APPROPRIATE AN ADDITIONAL AMOUNT OF \$317,872.50 TO ACCOUNT NO. 1025001-5650/1897025-0 FROM CAPITAL RESERVE FUND BALANCE

## 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 \$288,975.00, to the lowest responsive bidder, Vido Samarzich, Inc., and authorize the expenditure of a 10% contingency in the amount of \$28,897.50, for the Red Hill Park Lake Modernization Project to be funded from Capital Reserve Funds, Account No. 1025001-5650/1897025-0 and appropriate an additional amount of \$317,872.50 to Account No. 1025001-5650/1897025-0 from Capital Reserve Fund balance.

## BACKGROUND/ANALYSIS

Previously, on March 2, 2015, bids were received and opened for the subject project. The Engineer's estimate was \$250,000; however, after evaluating the bids, staff determined that all bids received exceeded the Engineer's estimate by no less than 18 percent. In being financially prudent, on April 1, 2015 staff recommended to City Council that all bids be rejected for the Red Hill Park Lake Modernization Project as non-responsive to the needs of the City. Staff was directed to reevaluate the project and make necessary modifications (value Engineering) to attempt to solicit bids in-line with the Engineer's estimate.

In August 2015 Pacific Advanced Civil Engineering ("PACE") redesigned the project to save cost of approximately \$24,190. The project was re-advertised on October 21, 2015.

Bids were solicited, received and opened on November 10, 2015, for the subject project. Staff has reviewed all bids received and found all but one to be complete and in accordance with the bid requirements with any irregularities to be inconsequential. The bid from the second low bidder, Kasa Construction, was found to be non-responsive as their bid package was not complete and missing an addendum. Even though the bid from Vido Samarzich is approximately 16% higher than the Engineer's estimate, it is lower than the previous bid in March 2015 and therefore staff believes the bid is reasonable. Staff has completed the required background investigation and finds the lowest responsive bidder meets the requirements of the bid documents.

City Council Staff Report - Award Red Hill Park Lake Modernization Project

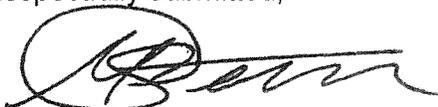
December 16, 2015

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On December 2, 2015, Council unanimously approved moving forward with this award and construction of the lake modernization improvements.

The scope of work consists of modify existing irrigation, installation of new 4" mainline, new isolation valves, re-routing irrigation wires, new controller and cabinet, lake inlet and outlet modifications, new pumps and controller, solar panels, eyeball inlet fittings, aeration, irrigation skid, new reducer and pipe spool, new skimmer baskets and other miscellaneous items as noted in the plans and specifications. The contract documents call for thirty-five (35) working days to complete this construction.

Respectfully submitted,

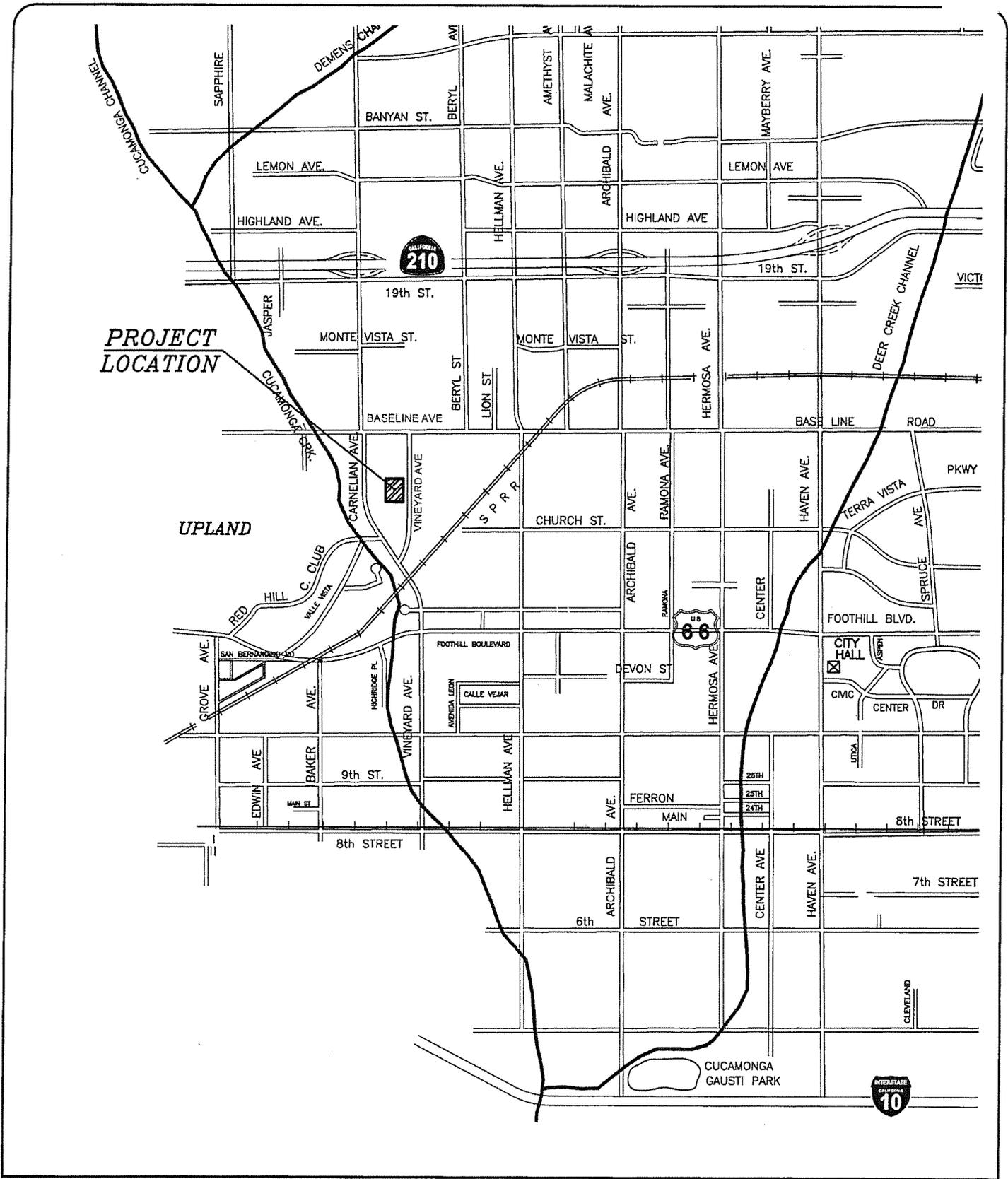
A handwritten signature in black ink, appearing to read 'M. Steuer', is written over a circular stamp or seal.

Mark A. Steuer

Director of Engineering Services/City Engineer

MAS/RMD/SH:ls

Attachments



CITY OF RANCHO CUCAMONGA

RED HILL PARK  
LAKE MODERNIZATION



N.T.S.

# STAFF REPORT

PLANNING DEPARTMENT



Date: December 16, 2015

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

From: Jeffrey Bloom, Deputy City Manager, Economic and Community Development

Subject: CONSIDERATION OF URGENCY ZONING ORDINANCE NO 884, An Interim Ordinance of the City Council of the City of Rancho Cucamonga Prohibiting All Commercial Cannabis Uses in the City, Including Deliveries, Prohibiting All Medical Marijuana Cultivation, Including Cultivation for Medical Use by a Qualified Patient Or Primary Caregiver, and Declaring The Urgency Thereof

**RECOMMENDATION:** It is recommended that the City Council adopt Urgency Ordinance No. 884, prohibiting all commercial cannabis uses in the city, including deliveries, and prohibiting all medical marijuana cultivation, including cultivation for medical use by a qualified patient or primary caregiver.

Ordinance No. 884 would be adopted on an urgency basis and therefore go into effect immediately under Government Code 65858 and expire forty-five (45) days later unless subsequently extended by the City Council.

## BACKGROUND/ANALYSIS:

The City Council is being asked to determine that there is a current and immediate threat to the public health, safety, and welfare presented by the potential establishment and operation of commercial cannabis activities under the recent enactment of the Medical Marijuana Regulation and Safety Act (MMRSA), which goes into effect on January 1, 2016. The potential for commercial cannabis activities, including deliveries and cultivation of marijuana for personal medical use, which are also associated with a March 1, 2016 deadline under the MMRSA, all create an urgent need for further City action to maintain local control.

On October 9, 2015 Governor Brown signed Assembly Bill No. 243, Assembly Bill No. 266, and Senate Bill 643 into law, which collectively are known as the Medical Marijuana Regulation and Safety Act ("MMRSA"). The MMRSA sets up a State licensing scheme for commercial medical marijuana uses, while protecting local control by requiring that all such businesses must have a local license or permit to operate in addition to a State license. The MMRSA allows Rancho Cucamonga to completely prohibit commercial medical marijuana activities, but requires cities to adopt regulations or prohibitions on the cultivation of cannabis either expressly or otherwise under the principles of permissive zoning, or the State will become the sole licensing authority effective March 1, 2016. The MMRSA also contains language that requires delivery services to be expressly prohibited by local ordinance, if a city wishes to do so. If Rancho Cucamonga allows the State to have the licensing control, then we would be unable to further regulate marijuana cultivation in the City in the future.

The MMRSA follows the voters' approval of the State of California of Proposition 215 (codified as California Health and Safety Code Section 11362.5, and entitled "The Compassionate Use Act of

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1996” or the “CUA”) and the Legislature’s enactment in 2004 of the Medical Marijuana Program (“MMP”) (codified as California Health and Safety Code Section 11362.7 et seq.), which clarified the scope of Proposition 215.

The intent of Proposition 215 was to allow persons to use medical cannabis for medical purposes without fear of criminal prosecution. Marijuana nevertheless remains a Schedule 1 Drug under the Federal Controlled Substances Act, 21 U.S.C. § 801 et seq. A Schedule 1 Drug is one that has a high potential for abuse, has no accepted medical use in treatment, and is not accepted as safe under medical supervision. Because it is classified as a Schedule 1 Drug, Marijuana (also known as cannabis) is unlawful without exemptions under federal law for any person to cultivate, manufacture, distribute, dispense, or possess with intent.

The limited immunity from specified state marijuana laws provided by the CUA and MMP does not confer a land use right or the right to create or maintain a public nuisance. In *City of Riverside v. Inland Empire Patients Health and Wellness Center, Inc.*, 56 Cal.4th 729 (2013), the California Supreme Court held that “[n]othing in the CUA or the MMP expressly or impliedly limits the inherent authority of a local jurisdiction, by its own ordinances, to regulate the use of its land....” Additionally, in *Maral v. City of Live Oak* (2013) 221 Cal.App.4th 975, the Court of Appeal held that “there is no right – and certainly no constitutional right – to cultivate medical marijuana....” The Court in *Maral* affirmed the ability of a local governmental entity to prohibit the cultivation of marijuana under its land use authority. Furthermore, in *Kirby v. County of Fresno*, No. F070056 (Cal. Ct. App. Dec. 1, 2015), the Court of Appeal held that the CUA and the MMP do not preempt local land use authority to ban the operation of marijuana dispensaries and the cultivation and storage of medical marijuana.

The City expressly banned the dispensing of marijuana from any facility or location, whether fixed or mobile, through adoption of a development code restriction in March 2007. Cultivation and delivery were not specifically addressed, but the City has a permissive zoning ordinance which means that activities not expressly permitted are prohibited. Section 17.30.020.C of the Rancho Cucamonga Municipal Code currently provides that all land uses that are not listed in the zoning district tables are not allowed, except as otherwise provided for in this title. Commercial cannabis activities, including but not limited to cultivation and delivery of cannabis are not listed in the zoning district tables. The cultivation of cannabis is therefore already prohibited under the City’s permissive zoning regulations. In light of the recent enactment of the MMRSA and its March 1 deadline for adopting a cultivation restriction, it is important that Rancho Cucamonga explicitly restate our regulations to expressly prohibit cannabis activities including delivery, cultivation, and dispensing to prevent public confusion.

Prohibiting cannabis activities is necessary to prevent the negative effects of marijuana cultivation, processing and distribution activities, including offensive odors, illegal sales and distribution of marijuana, trespassing, theft, violent robberies and robbery attempts, fire hazards, and problems associated with mold, fungus, and pests. Commercial medical marijuana activities, as well as cultivation for personal medical use as allowed by the CUA and MMP, can therefore adversely affect the health, safety, and well-being of City residents. The unlawful sale, use, or both of marijuana in the vicinity of lawful medical marijuana dispensaries occasionally occurs. Because large amounts of cash are often present at such dispensaries, they can also become the target of violent criminal activity.

Mobile dispensaries and delivery services are also targets for armed robbery because they carry cash and cannabis that can be sold on the black market. Recent reports of armed robberies include: On August 20, 2015, police in the City of Monterey reported that a man held a medical

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marijuana deliver driver at gunpoint and fled with marijuana and cash. On December 22, 2014, police in the City of San Bernardino reported that a customer robbed a mobile dispensary driver at gunpoint, which led to an hours-long standoff with police. Cannabis delivery services also increase the risk that children and minors will gain access at the point of delivery.

Marijuana cultivation also requires the use of limited water resources. In a study released March 18, 2015, California Department of Fish and Wildlife scientists noted that the amount of water used to cultivate cannabis plants is unknown but that it is considered a high water-use plant. Marijuana cultivators also often use fertilizers, pesticides, and other chemical or killing agents that would negatively impact natural resources in the City.

The indoor growing and cultivation of marijuana, often unattended, has potential to cause harm to persons and property in that the use of high wattage grow lights and excessive use of electricity increases the risk of fire which presents a distinct risk of harm to the building and its occupants. Furthermore, as marijuana plants begin to flower, and for a period of two months or more, the plants produce a strong, unique odor, offensive to many people, and detectable far beyond property boundaries if grown outdoors. This odor can have the effect of encouraging theft by alerting persons to the location of the valuable plants, and creating a risk of burglary, robbery, or armed robbery of the plants and creating the potential for violent acts related to such criminal activity.

For these reasons, allowing cannabis activities in the City of Rancho Cucamonga would require the City to make use of its law enforcement resources to monitor and prevent their negative effects. There are already many competing demands on a limited law enforcement staff and budget. The total banning of cannabis activities as has been in place since 2007 would continue to restrain the demands of these activities on law enforcement resources and allow them to be deployed in other ways to assure the health and welfare of the community.

While the current ordinance prohibits dispensing of marijuana, and through its permissive nature prohibits cultivation and delivery, it is recommended that the City Council enact the attached Ordinance 884 reaffirming the ban on cannabis activities.

The draft Ordinance includes findings in support of the conclusion that there is a current and immediate threat to the public health, safety and welfare presented by the recent enactment and January 1, 2016 effective date of the MMRSA, the potential for commercial cannabis activities, including but not limited to deliveries and cultivation of marijuana for personal medical use, and the March 1, 2016 deadline under the MMRSA.

If adopted by the City Council, the Ordinance would be enacted as an urgency ordinance pursuant to Government Code Section 65858 and take effect immediately upon adoption. Under Government Code Section 65858, the Ordinance would expire, and the prohibition established by the Ordinance would terminate, forty-five (45) days after the date of adoption unless extended by the City Council pursuant to California Government Code Section 65858. Therefore, if the Council adopts the Ordinance, staff will present a second ordinance to extend the interim prohibition in January 2016.

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ENVIRONMENTAL ASSESSMENT: The project is deemed to be exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) because it can be seen with certainty that there is no probability that the proposed urgency ordinance will have a significant effect on the environment because the ordinance will impose greater limitations on development in the City, and will thereby serve to eliminate potentially significant adverse environmental impacts.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jeff A. Bloom", with a long horizontal flourish extending to the right.

Jeffrey A. Bloom  
Deputy City Manager, Economic and Community Development

JAB/jn

Attachments: Interim Ordinance

## ORDINANCE NO. 884

AN INTERIM ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA PROHIBITING ALL COMMERCIAL CANNABIS USES IN THE CITY, INCLUDING DELIVERIES, PROHIBITING ALL MEDICAL MARIJUANA CULTIVATION, INCLUDING CULTIVATION FOR MEDICAL USE BY A QUALIFIED PATIENT OR PRIMARY CAREGIVER, AND DECLARING THE URGENCY THEREOF

## A. Recitals.

1. In 1996, the voters of the State of California approved Proposition 215 (codified as California Health and Safety Code Section 11362.5, and entitled "The Compassionate Use Act of 1996" or the "CUA"). The intent of Proposition 215 was to allow persons to use medical cannabis for medical purposes without fear of criminal prosecution. It provides, however, that "nothing in this section shall be construed to supersede legislation prohibiting persons from engaging in conduct that endangers others, or to condone the diversion of marijuana for non-medical purposes."

2. In 2004, the Legislature enacted the Medical Marijuana Program ("MMP") (codified as California Health and Safety Code Section 11362.7 *et seq.*) to clarify the scope of Proposition 215. Amendments to the MMP in 2010 and 2011 confirm that cities and counties have the authority to "[a]dopt local ordinances that regulate the location, operation, or establishment of a medical marijuana cooperative or collective" and to enforce such ordinances.

3. On October 9, 2015, Governor Brown signed Assembly Bill No. 243, Assembly Bill No. 266, and Senate Bill 643 into law, which collectively are known as the Medical Marijuana Regulation and Safety Act (hereinafter "MMRSA"). The MMRSA sets up a State licensing scheme for commercial medical marijuana uses, while protecting local control by requiring that all such businesses must have a local license or permit to operate in addition to a State license. The MMRSA allows the City to completely prohibit commercial medical marijuana activities, but requires cities to adopt regulations or prohibitions on the cultivation of cannabis either expressly or otherwise under the principles of permissive zoning, or the State will become the sole licensing authority effective March 1, 2016. The MMRSA also contains language that requires delivery services to be expressly prohibited by local ordinance, if a city wishes to do so.

4. Marijuana nevertheless remains a Schedule 1 Drug under the Federal Controlled Substances Act, 21 U.S.C. § 801 *et seq.* A Schedule 1 Drug is one that has a high potential for abuse, has no accepted medical use in treatment, and is not accepted as safe under medical supervision. Because it is classified as a Schedule 1 Drug, Marijuana (also known as cannabis) is unlawful without exemptions under federal law for any person to cultivate, manufacture, distribute, dispense, or possess with intent.

5. The limited immunity from specified state marijuana laws provided by the CUA and MMP does not confer a land use right or the right to create or maintain a public nuisance. In *City of Riverside v. Inland Empire Patients Health and Wellness Center, Inc.*, 56 Cal.4th 729 (2013), the California Supreme Court held that “[n]othing in the CUA or the MMP expressly or impliedly limits the inherent authority of a local jurisdiction, by its own ordinances, to regulate the use of its land...” Additionally, in *Maral v. City of Live Oak* (2013) 221 Cal.App.4th 975, the Court of Appeal held that “there is no right – and certainly no constitutional right – to cultivate medical marijuana....” The Court in *Maral* affirmed the ability of a local governmental entity to prohibit the cultivation of marijuana under its land use authority. Furthermore, in *Kirby v. County of Fresno*, No. F070056 (Cal. Ct. App. Dec. 1, 2015), the Court of Appeal held that the CUA and the MMP do not preempt local land use authority to ban the operation of marijuana dispensaries and the cultivation and storage of medical marijuana.

6. Some California cities have reported negative effects of marijuana cultivation, processing and distribution activities, including offensive odors, illegal sales and distribution of marijuana, trespassing, theft, violent robberies and robbery attempts, fire hazards, and problems associated with mold, fungus, and pests.

7. Marijuana cultivation requires the use of limited water resources. In a study released March 18, 2015, California Department of Fish and Wildlife scientists noted that the amount of water used to cultivate cannabis plants is unknown but that it is considered a high water-use plant. Marijuana cultivators also often use fertilizers, pesticides, and other chemical or killing agents that would negatively impact natural resources in the City.

8. The indoor growing and cultivation of marijuana, often unattended, has potential to cause harm to persons and property in that the use of high wattage grow lights and excessive use of electricity increases the risk of fire which presents a distinct risk of harm to the building and its occupants. Furthermore, as marijuana plants begin to flower, and for a period of two months or more, the plants produce a strong, unique odor, offensive to many people, and detectable far beyond property boundaries if grown outdoors. This odor can have the effect of encouraging theft by alerting persons to the location of the valuable plants, and creating a risk of burglary, robbery, or armed robbery of the plants and creating the potential for violent acts related to such criminal activity.

9. Commercial medical marijuana activities, as well as cultivation for personal medical use as allowed by the CUA and MMP, can adversely affect the health, safety, and well-being of City residents. The unlawful sale, use, or both of marijuana in the vicinity of lawful medical marijuana dispensaries occasionally occurs. Because large amounts of cash are often present at such dispensaries, they can also become the target of violent criminal activity.

10. Mobile dispensaries and delivery services are targets for armed robbery because they carry cash and cannabis that can be sold on the black market. Recent reports of armed robberies include: On August 20, 2015, police in the City of Monterey reported that a man held a medical marijuana delivery driver at gunpoint and fled with marijuana and cash. On December 22, 2014, police in the City of San Bernardino

reported that a customer robbed a mobile dispensary driver at gunpoint, which led to an hours-long standoff with police. Cannabis delivery services also increase the risk that children and minors will gain access at the point of delivery.

11. Prohibiting commercial cannabis activities, including but not limited to cultivation and deliveries for medical purposes, is proper and necessary to avoid the risks of criminal activity, degradation of the natural environment, noxious smells and indoor electrical fire hazards that may result from such activities. Commercial cannabis activities in the City of Rancho Cucamonga would require the City to use limited resources to monitor and prevent their negative effects.

12. Section 17.30.020.C of the Rancho Cucamonga Municipal Code currently provides that all land uses that are not listed in the zoning district tables are not allowed, except as otherwise provided for in this title. Commercial cannabis activities, including but not limited to cultivation and delivery of cannabis are not listed in the zoning district tables. Commercial cannabis activities, including but not limited to cultivation and delivery, are therefore currently prohibited under the City's permissive zoning regulations. The City Council nevertheless finds it necessary to expressly prohibit such uses in all zones throughout the City to prevent possible confusion in light of the recent enactment of the MMRSA and the establishment and operation of commercial cannabis activities.

13. Based upon the facts set forth in the Recital above, the City Council finds that there is a current and immediate threat to the public health, safety and welfare presented by the recent enactment and January 1, 2016 effective date of the MMRSA, the potential establishment and operation of commercial cannabis activities, including but not limited to deliveries and cultivation of marijuana for personal medical use, and the March 1, 2016 deadline under the MMRSA. Therefore, the City Council finds that the immediate preservation of the public health, safety, and welfare requires that this Ordinance be enacted as an urgency ordinance pursuant to Government Code Section 65858 and take effect immediately upon adoption, and its urgency is hereby declared.

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

B. Ordinance.

NOW, THEREFORE, the City Council hereby ordains as follows:

Section 1. The City Council finds that the facts set forth in the Recitals, Part A, of this Ordinance are true and correct.

Section 2. Definitions.

Hereinafter in this Ordinance the following words shall have the meanings set forth below, unless the context otherwise requires:

"Cannabis" shall have that meaning set forth in the MMRSA, as the same may be amended from time to time, and shall include all parts of the plant *cannabis sativa* linnaeus, *cannabis indica*, or *cannabis ruderalis*, whether growing or not; the seeds

thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. "Cannabis" also means the separated resin, whether crude or purified, obtained from marijuana. "Cannabis" also means marijuana as defined by Section 11018 of the Health and Safety Code as enacted by Chapter 1407 of the Statutes of 1972. "Cannabis" does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purpose of this Ordinance, "cannabis" does not mean "industrial hemp" as defined by Section 81000 of the Food and Agricultural Code or Section 11018.5 of the Health and Safety Code.

"Commercial cannabis activity" shall have that meaning set forth in the MMRSA, as the same may be amended from time to time, and shall include cultivation, possession, manufacture, processing, storing, laboratory testing, labeling, transporting, or distribution, as those terms are defined or used in the MMRSA, and/or sale, of medical cannabis or a medical cannabis product, except as provided in Section 7 of Senate Bill No. 643 (2015-2016).

"Cooperative" shall mean two or more persons collectively or cooperatively cultivating, using, transporting, possessing, administering, delivering, or making available medical cannabis, with or without compensation.

"Cultivation" shall have the same set forth in the MMRSA, as the same may be amended from time to time, and shall include any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis.

"Delivery" shall have the same meaning as set forth in the MMRSA, as the same may be amended from time to time, and shall include the commercial transfer of medical cannabis or medical cannabis products from a dispensary, up to an amount determined by the bureau to a primary caregiver or qualified patient as defined in Section 11362.7 of the Health and Safety Code, or a testing laboratory. "Delivery" also includes the use by a dispensary of any technology platform owned and controlled by the dispensary, or independently licensed under the MMRSA, that enables qualified patients or primary caregivers to arrange for or facilitate the commercial transfer by a licensed dispensary of medical cannabis or medical cannabis products.

"Dispensary" shall have the same meaning as set forth in the MMRSA, as the same may be amended from time to time, and shall include any facility where medical cannabis, medical cannabis products, or devices for the use of medical cannabis or medical cannabis products are offered, either individually or in any combination, for retail sale, including an establishment that delivers, pursuant to express authorization by local ordinance, medical cannabis and medical cannabis products as part of a retail sale. "Dispensary" shall also include "dispensary" as defined in Rancho Cucamonga Municipal Code Section 19.1304.020, and a cooperative as defined herein.

“Medical cannabis,” “medical cannabis product,” or “cannabis product” shall have the same meanings as set forth in the MMRSA, as the same may be amended from time to time.

“Medical Marijuana Regulation and Safety Act” or “MMRSA” shall collectively mean the Medical Marijuana Regulation and Safety Act as contained, codified, enacted, and signed into law on October 9, 2015, as Assembly Bill No. 243, Assembly Bill No. 266, and Senate Bill 643, as the same may be amended from time to time.

“Primary caregiver” shall have the same meaning as set forth in Health and Safety Code § 11362.7, as the same may be amended from time to time.

“Qualifying patient” or “Qualified patient” shall have the same meaning as set forth in Health and Safety Code § 11362.7, as the same may be amended from time to time.

### Section 3. Prohibition.

a. Commercial cannabis activities of any type or nature are expressly prohibited in all zones and all specific plan areas in the City. No person shall establish, operate, maintain, conduct or allow a commercial cannabis activity anywhere within the City. No application for a building permit, conditional use permit, business license, or any other entitlement authorizing the establishment, operation, maintenance, development, or construction any commercial cannabis activity, shall be approved during the term of this Ordinance.

b. To the extent not already prohibited by subsection A above, delivery of medical cannabis and/or medical cannabis products originating in the City, terminating in the City, or both is expressly prohibited everywhere in the City of Rancho Cucamonga. No person shall conduct or perform any delivery of any medical cannabis or medical cannabis product, which delivery either originates in the City, terminates in the City, or both.

c. This section is intended to prohibit all activities for which a State license is required pursuant to the MMRSA. Accordingly, the City shall not issue any permit, license or other entitlement for any activity for which a State license is required under the MMRSA.

d. Cultivation of cannabis for commercial or non-commercial purposes, including cultivation by a qualified patient or a primary caregiver, is expressly prohibited in all zones and all specific plan areas in the City of Rancho Cucamonga. No person, including a qualified patient or primary caregiver, shall cultivate any amount of cannabis in the City, even for medical purposes.

e. Nothing in this Ordinance, or its adoption, shall be deemed to affect any other prohibitions or regulations relating to marijuana contained in the Rancho Cucamonga Municipal Code. In the event of any conflict between said Chapter and this Ordinance, the most restrictive provision shall govern. Nothing in this Ordinance shall be deemed to affect or excuse any violation of the Municipal Code.

Section 4. Nothing in this Ordinance shall be interpreted to the effect that the City's permissive zoning scheme allows any use not specifically listed as permitted therein. The City Council hereby finds that notwithstanding any provision of the Rancho Cucamonga Municipal Code to the contrary, commercial cannabis activities, including but not limited to cultivation and manufacture, are not allowed land uses under Title 17 or any other provision of this Code. For example and without any limitation, the terms "agriculture" and "manufacturing" in Title 17 have always excluded and shall continue to exclude cannabis cultivation and manufacture, respectively, as those terms are defined and used in Title 17.

Section 5. Public Nuisance. Any use or condition caused, or permitted to exist, in violation of any provision of this Ordinance shall be, and hereby is declared to be, a public nuisance and may be summarily abated by the City pursuant to Code of Civil Procedure Section 731 or by any other remedy available to the City.

Section 6. Penalty. Violation of any provision of this Ordinance shall constitute a misdemeanor and shall be punishable by a fine not to exceed one thousand dollars (\$1,000) or by imprisonment for a period not to exceed six (6) months, or by both such fine and imprisonment. Each and every day such a violation exists shall constitute a separate and distinct violation of this Ordinance. Notwithstanding the foregoing, nothing in this Ordinance shall authorize a criminal prosecution or arrest prohibited by Health and Safety Code section 11362.71, et seq.

Section 7. Civil Penalties. In addition to any other enforcement permitted by this Ordinance, the City Attorney may bring a civil action for injunctive relief and civil penalties against any person or entity that violates this Ordinance. In any civil action brought pursuant to this Ordinance, a court of competent jurisdiction may award reasonable attorneys fees and costs to the prevailing party.

Section 8. CEQA. This Ordinance is exempt from CEQA pursuant to CEQA Guidelines section 15305, minor alterations in land use, and section 15061(b)(3) which is the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment, and CEQA does not apply where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment. Provisions of the City's permissive zoning ordinance already prohibit all uses that are being expressly prohibited by this Ordinance. Therefore, this Ordinance has no impact on the physical environment as it will not result in any changes.

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

Section 10. Term. This Ordinance is adopted as an urgency, interim ordinance and shall take effect immediately. This Ordinance shall expire, and the prohibition established hereby shall terminate, forty-five (45) days after the date of adoption unless extended by the City Council pursuant to California Government Code Section 65858.

Section 11. The City Clerk shall certify as to the adoption of this Ordinance.

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

ATTEST: \_\_\_\_\_  
Janice C. Reynolds  
City Clerk

I, Janice C. Reynolds, 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 of the City of Rancho Cucamonga held on the \_\_\_\_\_, 2015, and was passed at a regular meeting of the City Council of the City of Rancho Cucamonga held on \_\_\_\_\_, 2015, by the following vote:

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



# STAFF REPORT

CITY CLERK'S OFFICE

**Date:** December 9, 2015

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

**From:** Jana Cook, Community Improvement Manager

**Subject:** **AN ORDINANCE OF THE CITY OF RANCHO CUCAMONGA  
AMENDING THE RANCHO CUCAMONGA MUNICIPAL CODE TO  
EXTEND THE TIME LIMIT FOR APPEALING ADMINISTRATIVE  
CITATIONS AND APPLYING FOR HARDSHIP WAIVERS TO 30 DAYS**

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## RECOMMENDATION

It is recommended the City Council adopt the attached ordinance which extends the time period for a recipient to appeal an Administrative Citation or submit a waiver due to financial hardship to 30 days from the current 20 day limit.

## BACKGROUND/ANALYSIS

Earlier this year, Council adopted an ordinance which changed the time frame for payment of an Administrative Fine from 20 days to 30 days. Some associated sections calling for 20 day time periods to file an appeal or submit a financial hardship waiver were overlooked and the discrepancy may cause confusion with the public. This ordinance makes the time frames for filing an appeal, submitting a financial hardship waiver or making a payment a consistent 30 days.

Adopting this ordinance will have no financial cost to the City, but will clarify the requirements and extend the time period for a recipient of an Administrative Citation to exercise the right to due process.

Respectfully submitted,

A handwritten signature in cursive script that reads "Jana Cook".

Jana Cook, Community Improvement Manager

/jc

## ORDINANCE NO. 885

AN ORDINANCE OF THE CITY OF RANCHO CUCAMONGA  
AMENDING THE RANCHO CUCAMONGA MUNICIPAL  
CODE TO EXTEND THE TIME LIMIT FOR APPEALING  
ADMINISTRATIVE CITATIONS AND APPLYING FOR  
HARDSHIP WAIVERS TO 30 DAYS

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

Section 1. Section 1.12.110.B of the Rancho Cucamonga Municipal Code is hereby amended to read as follows:

“B. Any responsible person desiring an administrative hearing shall file with the office of the city clerk a completed request for hearing form and the administrative fine or completed hardship waiver form pursuant to this chapter within 30 days from the date of service of the administrative citation. In the event of any dispute as to the date of filing, the date indicated on a file stamped copy in the office of the city clerk or a city clerk-file stamped copy in the possession of the responsible party shall control. The responsible person’s failure to file the request for hearing form and the fine or hardship waiver form within 30 days of the date of service of the administrative citation shall constitute a waiver of the right to a hearing.”

Section 2. Section 1.12.120.A of the Rancho Cucamonga Municipal Code is hereby amended to read as follows:

“A. Any responsible person who requests an administrative hearing and who is financially unable to deposit the administrative fine as provided in this chapter may file a request for an advance deposit hardship waiver. The request shall be filed with the finance department on an advance deposit hardship waiver application form, available from the finance department, no later than 30 days after service of the administrative citation. The responsible person’s failure to file a completed form, with all supporting documents, within 30 days after service of the administrative citation shall constitute a waiver of the right to receive a hardship waiver. In the event of any dispute as to the date of filing, the date indicated on a file stamped copy in the finance department or a finance department-file stamped copy in possession of the responsible party shall control.”

Section 3. This Ordinance shall only apply to citations issued after its effective date. This Ordinance shall not affect any actions or proceedings that began before the effective date of this Ordinance or any fines and penalties due and unpaid at the effective date of this Ordinance.

Section 4. Severability. The City Council declares that, should any provision, section, paragraph, sentence, or word of this Ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences and words of this Ordinance shall remain in full force and effect.

Section 5. The City Clerk shall certify to the adoption of this Ordinance.

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

ATTEST: \_\_\_\_\_  
Janice C. Reynolds, City Clerk

I, Janice C. Reynolds, 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 of the City of Rancho Cucamonga held on the \_\_\_\_\_, 2015, and was passed at a regular meeting of the City Council of the City of Rancho Cucamonga held on \_\_\_\_\_, 2015, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAINED: COUNCILMEMBERS:



# STAFF REPORT

ENGINEERING SERVICES DEPARTMENT

**Date:** December 16, 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  
Tiffany I. Cooper, Management Analyst II

**Subject:** DISCUSSION OF RESIDENTIAL MONTHLY PARKING PERMIT FEE FOR THE METROLINK STATION

## RECOMMENDATION.

It is recommended that the City Council discuss the possibility of revising the current Metrolink monthly permit parking fee for Rancho Cucamonga residents with any recommended changes to be made at the City's next fee schedule update proposed in January 2016.

## BACKGROUND.

Paid parking for the Metrolink station was implemented on July 1, 2014. Daily and monthly parking fees were determined based on what was "fair and reasonable" compared to other neighboring cities currently charging for parking (Cities of Covina and Baldwin Park), along with the current budget for operations and maintenance, and any future improvements to the lots. The City Council approved the current monthly fees of \$25 for Rancho Cucamonga residents and \$30 for non-residents at the City Council meeting on May 21, 2014.

## ANALYSIS.

Staff considered the following as a means to determine the parking rates of the paid parking program at the Metrolink station: 1) parking rates at other cities along the same Metrolink line,

City	Resident Monthly Fee	Non-Resident Monthly Fee
City of Covina	\$20.00	\$45.00
City of Baldwin Park	\$10.00	\$30.00

2) "fair and reasonable" fees based on the survey results from Metrolink commuters, and 3) the operations and maintenance budget for the Metrolink station lots. At the conclusion of the first year of the program, the revenue generated at the Metrolink station was approximately \$276,000; while the annual maintenance budget was approximately \$238,000; generating approximately \$38,000 surplus in revenue.

Should the City Council be interested in reducing the Metrolink monthly permit parking fee for Rancho Cucamonga residents, a breakdown of the analysis utilizing FY 2015 permit usage of residents and non-residents, FY 2015 revenues and FY 2016 estimated expenditures is shown in the table below.

Resident Monthly Fee	Non-Resident Monthly Fee	Revenues (FY 2015 Actuals)	Expenditures (FY 2016 Estimated)	Operating Income / Reserves
\$25.00 (Current)	\$30.00 (Current)	\$276,000 (Current)	\$246,000 (Current)	\$30,000 (Current)
\$20.00	\$30.00	\$258,000	\$246,000	\$12,000
\$17.50	\$30.00	\$246,000	\$246,000	\$0
\$15.00	\$30.00	\$234,000	\$246,000	(\$12,000)

Please note that in the FY 2016 budget, new security cameras will be added that have an estimated annual maintenance cost of approximately \$8,000, which has already been added to the FY 2016 expenditures. As the table indicates, at a reduced rate of \$20.00 per month, all expenditures, including increases are accounted for with an approximate 5% contingency remaining. In addition, it is possible that the reduction will result in increased resident riders, further strengthening the bottom line. No planned or forecasted capital improvements will be affected by a reduction of \$5.00 per month in monthly residential permit parking fee.

### CONCLUSION

Should the City Council direct staff to move forward with reducing the Metrolink monthly parking permit fees for Rancho Cucamonga residents, it is recommended that the City Council reduce the Resident Monthly Fee from \$25.00/month to \$20.00/month, which would still provide sufficient funds for the operations and maintenance of the Metrolink lots, as well as a small 5% contingency reserve for any unforeseen changes that may occur at the lots.

Respectfully submitted,



Mark A. Steuer  
 Director of Engineering Services/City Engineer

# STAFF REPORT

COMMUNITY SERVICES DEPARTMENT



**Date:** December 16, 2015  
**To:** Mayor and Members of the City Council  
 John R. Gillison, City Manager  
**From:** Nettie Nielsen, Community Services Director  
**By:** Melissa Morales, Senior Administrative Secretary  
**Subject:** **CONSIDERATION OF THE CITY COUNCIL COMMUNITY SERVICES SUBCOMMITTEE'S RECOMMENDATION REGARDING AN APPOINTMENT TO THE PARK AND RECREATION COMMISSION**

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## RECOMMENDATION:

Staff recommends that the City Council approve the City Council Community Services Subcommittee's recommendation to appoint Otis Greer to serve a four-year term on the Park and Recreation Commission.

## BACKGROUND:

Two terms were set to expire at the end of December for the Park and Recreation Commission. The first seat was held by Jim Hansen who tendered his resignation early in August and the other was that of Patricia Morris who has served on the Commission since 2008. The City Council Community Services Subcommittee, consisting of Mayor Michael and Mayor Pro Tem Spagnolo, met on September 21<sup>st</sup> to discuss filling the immediate vacancy left by Mr. Hansen and concurred with conducting a recruitment. The recruitment took place, applications were accepted and interviews held on November 5<sup>th</sup>. Based on the Subcommittee's recommendation, Peter Villegas was appointed by the City Council at their meeting held December 2<sup>nd</sup> to fill Mr. Hansen's seat. During that time, Ms. Morris made the decision to not request re-appointment. Based on the recent interviews held and number of qualified applicants, the Subcommittee concurred that candidate Otis Greer should fill the newest vacancy. For those unfamiliar with Mr. Greer, he is currently employed by the County of San Bernardino as a Government Relations Analyst and also served for many years as the Director of Community Affairs for the Auto Club Speedway. He also brings with him years of civic involvement including his service on various boards and foundations. The Subcommittee feels that Mr. Greer would be a positive, contributing addition to the City team and the Commission and they will bring their recommendation for his appointment to the December 16<sup>th</sup> City Council meeting.

Respectfully submitted,

Nettie Nielsen  
 Community Services Director