



city of RANCHO CUCAMONGA

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

City Office: (909) 477-2700

AGENDAS

FIRE PROTECTION DISTRICT BOARD SUCCESSOR AGENCY PUBLIC FINANCING AUTHORITY CITY COUNCIL

WEDNESDAY, NOVEMBER 2, 2016

REGULAR MEETINGS

1st and 3rd Wednesdays ✧ 7:00 P.M.

ORDER OF BUSINESS

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

Call to Order

Public Communications

City Manager Announcements

Conduct of Closed Session

REGULAR MEETINGS Council Chambers 7:00 P.M.

MEMBERS

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





INFORMATION FOR THE PUBLIC



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. 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 Libraries 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. Streaming Video on Demand is available on the City's website at www.cityofrc.us/cityhall/council/videos.asp.

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, and Public Financing Authority.

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



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

Please silence all cell phones and devices while the meeting is in session.



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

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NOVEMBER 2, 2016

**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 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 LEGAL COUNSEL – EXISTING LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9(A) – SOUTHWEST VOTERS REGISTRATION EDUCATION PROJECT AND LOUISA OLLAGUE V. CITY OF RANCHO CUCAMONGA; CASE NO. CIVRS 1603632 – CITY

F. RECESS

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



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

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NOVEMBER 2, 2016

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

THE REGULAR MEETINGS OF THE FIRE PROTECTION DISTRICT, SUCCESSOR AGENCY, PUBLIC FINANCING AUTHORITY, 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, AGENCY 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. Announcement of the Fire District's Improved Insurance Service Office (ISO) Rating.
- H2. Presentation of Institute for Local Government's 2016 Beacon Award to the City of Rancho Cucamonga for Sustainability Best Practices.
- H3. Presentation of the 2016 Helen Putnam Award from the League of California Cities in the category of Enhancing Public Trust, Ethics, and Community Involvement to the Rancho Cucamonga Animal Care and Adoption Center for their Kitten Nursery project.
- H4. Presentation of the 2016 Community Hero Award to Elsa Tristan for her work in the Animal Center's Kitten Nursery.
- H5. Recognition of Cucamonga Middle School's Participation in International Walk to School Day and the Safe Routes to School Program.



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

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NOVEMBER 2, 2016

I. PUBLIC COMMUNICATIONS

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

Comments are to be limited to five minutes per individual or less, as deemed necessary by the Mayor, depending upon the number of individuals desiring to speak. All communications are to be addressed directly to the Fire Board, Successor Agency, Authority Board, 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.

CONSENT CALENDARS:

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

J. CONSENT CALENDAR – FIRE PROTECTION DISTRICT

- J1. Consideration to approve Minutes of: October 19, 2016 (Regular Meeting) ---
- J2. Consideration to approve Check Register dated October 11, 2016 through October 24, 2016 for the total of \$313,158.37. 1
- J3. Consideration of approval of the Fire Mutual Aid & Automatic Aid Agreement, between the Rancho Cucamonga Fire Protection District and the City of Ontario, related to tactical incident response and grant the City Manager signing authority for similar agreements with other public agencies, in a form acceptable to the City Attorney. 13

K. CONSENT CALENDAR – SUCCESSOR AGENCY

- K1. Consideration to approve Minutes of: October 19, 2016 (Regular Meeting) ---



CITY OF
RANCHO CUCAMONGA

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

NOVEMBER 2, 2016

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L. CONSENT CALENDAR – PUBLIC FINANCING AUTHORITY

L1. Consideration to approve Minutes of: October 19, 2016 (Regular Meeting)

M. CONSENT CALENDAR – CITY COUNCIL

M1. Consideration to approve Minutes of: October 19, 2016 (Regular & Special Meetings)

M2. Consideration to approve Check Register and payroll dated October 11, 2016 through October 24, 2016 for the total of \$4,536,158.50.

24

M3. Consideration of approval of an Improvement Agreement, Improvement Security and ordering the Annexation to Landscape Maintenance District No. 1 and Street Light Maintenance District Nos. 1 and 2 for DRC2013-00896 located at 8855 Center Avenue, submitted by Chotu Investment LLC.

36

RESOLUTION NO. 16-177

38

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA, APPROVING AN IMPROVEMENT AGREEMENT AND IMPROVEMENT SECURITY FOR DRC2013-00896

RESOLUTION NO. 16-178

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A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA, ORDERING THE ANNEXATION OF CERTAIN TERRITORY TO LANDSCAPE MAINTENANCE DISTRICT NO. 1 (GENERAL CITY) FOR DRC2013-00896

RESOLUTION NO. 16-179

44

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA, ORDERING THE ANNEXATION OF CERTAIN TERRITORY TO STREET LIGHT MAINTENANCE DISTRICT NO. 1 (ARTERIAL STREETS) FOR DRC2013-00896

RESOLUTION NO. 16-180

49

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA, ORDERING THE ANNEXATION OF CERTAIN TERRITORY TO STREET LIGHT MAINTENANCE DISTRICT NO. 2 (LOCAL STREETS) FOR DRC2013-00896

M4. Consideration of approval of a one year extension of an Improvement Agreement with D.R. Horton Los Angeles Holding Company, Inc. for Tract 18912, located between Ramona and Archibald Avenues, on the north side of the Pacific Electric Trail.

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RESOLUTION NO. 16-181

56

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA, APPROVING A ONE YEAR EXTENSION OF AN IMPROVEMENT AGREEMENT AND IMPROVEMENT SECURITY FOR TRACT 18912

M5. Consideration to award and authorize the execution of a contract in the amount of \$78,750 as an emergency purchase for one (1) new digital radiography system from Heksa Imaging US, LLC (Cuattro) with a seven (7) year warranty; and to authorize an appropriation of \$68,750 into Account Number 1712001-5603 (Capital Outlay-Equipment) and \$10,000 into Account Number 1712001-5300 (Contract-Services) from the equipment/vehicle replacement fund reserves.

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

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NOVEMBER 2, 2016

M6. Consideration of the recommendation from the Park and Recreation Commission regarding the approval of the Annual Street Banner schedule and applications for Calendar Year 2017.

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M7. Consideration to approve a request from the Friends of the Pacific Electric Trail for City partnership with their annual Cucamonga Challenge to be held on May 20, 2017.

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N. CONSENT ORDINANCES

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

N1. Consideration of Second Reading and Adoption of Ordinance No. 897 amending the Rancho Cucamonga Municipal Code to add Chapter 8.52 regarding Commercial Cannabis Uses and Marijuana Cultivation in the City.

90

ORDINANCE NO. 897

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA ADDING CHAPTER 8.52 REGARDING COMMERCIAL CANNABIS USES AND MARIJUANA CULTIVATION IN THE CITY

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N2. Consideration of Second Reading and Adoption of Ordinance No. 898 authorizing the City Council to establish restrictions on the sale and purchase of butane and amending Title 8 of the Rancho Cucamonga Municipal Code to address public safety concerns surrounding the manufacturing of butane honey oil.

95

ORDINANCE NO. 898

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, ESTABLISHING RESTRICTIONS ON THE SALE AND PURCHASE OF BUTANE, AND AMENDING TITLE 8 OF THE RANCHO CUCAMONGA MUNICIPAL CODE

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

The following items have no legal publication or posting requirements.

O1. Consideration to authorize the City Clerk to advertise the "Notice Inviting Bids" for the "Red Hill Park Pedestrian Trail Renovation Project" for Park District 85 (PD-85).

101

RESOLUTION NO. 16-182

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA APPROVING PLANS AND SPECIFICATIONS FOR THE "RED HILL PARK PEDESTRIAN TRAIL RENOVATION PROJECT" IN SAID CITY AND AUTHORIZING AND DIRECTING THE CITY CLERK TO ADVERTISE TO RECEIVE BIDS

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

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NOVEMBER 2, 2016

P. COUNCIL BUSINESS

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

- | | |
|---|------------|
| P1. Consideration of the Community Services Subcommittee's recommendation regarding an appointment to the Park and Recreation Commission. | 107 |
| P2. Consideration to reappoint Jim Harrington, Paula Pachon and Mark Rivera to the RC Community & Arts Foundation Board of Directors. | 108 |
| P2. <u>INTER-AGENCY UPDATES</u> (Update by the City Council to the community on the meetings that were attended.) | --- |
| P3. <u>COUNCIL ANNOUNCEMENTS</u> (Comments to be limited to three minutes per Council Member.) | --- |

Q. IDENTIFICATION OF ITEMS FOR NEXT MEETING

R. 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 October 27, 2016 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

October 19, 2016

CITY OF RANCHO CUCAMONGA

CLOSED SESSION, 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, October 19, 2016 in the Tapia Conference Room at the Civic Center, 10500 Civic Center Drive, Rancho Cucamonga, California. Mayor Pro Tem Spagnolo called the meeting to order at 5:00 p.m.

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

Also present were: John Gillison, City Manager; James L. Markman, City Attorney; Lori Sassoon, Deputy City Manager/Administrative Services; Elisa Cox, Deputy City Manager/Cultural & Civic Services; and Jeff Bloom, Deputy City Manager/Economic and Community Development.

B. ANNOUNCEMENT OF CLOSED SESSION ITEM(S)

C. PUBLIC COMMUNICATIONS ON CLOSED SESSION ITEM(S)

No public communications were made.

D. CITY MANAGER ANNOUNCEMENTS

No discussion or actions were taken.

E. CONDUCT OF CLOSED SESSION – TAPIA CONFERENCE ROOM

- E1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9(A) – SOUTHWEST VOTERS REGISTRATION EDUCATION PROJECT AND LOUISA OLLAGUE V. CITY OF RANCHO CUCAMONGA; CASE NO. CIVRS 1603632 – CITY

F. RECESS

The closed session recessed at 5:45 p.m.

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

The City of Rancho Cucamonga City Council held a regular meeting on Wednesday, October 19, 2016 in the Council Chambers at City Hall, located at 10500 Civic Center Drive, Rancho Cucamonga, California. Mayor Pro Tem Spagnolo called the meeting to order at 6:00 p.m.

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

Also present were: John Gillison, City Manager; James L. Markman, City Attorney; Lori Sassoon, Deputy City Manager/Administrative Services; Elisa Cox, Deputy City Manager/Cultural & Civic Services; and Jeff Bloom, Deputy City Manager/Economic and Community Development; Linda A. Troyan, City Clerk Services Director and Shirr'I Griffin, Office Specialist II.

Council Member Kennedy led the Pledge of Allegiance.

H. ITEMS OF BUSINESS

H1. Presentation of Certificates of Recognition to Multiple Youth Athletic Organizations.

1. Vineyard Little League All Stars Major Division - District 71 Champions.
2. Citrus Little League Intermediate 50/70 - District 71 and Section 8 Champions.

Mayor Pro Tem Spagnolo and members of the City Council along with Doug Morris, District 71 Little League representative, presented certificates and recognized the following individuals: 1. Vineyard Little League All Stars Major Division, District 71 Champions: Damon Wing, Manager; Greg Armbruster, Coach; Jim Conway, Coach; Team: Jakob Armbruster, Marc Arredondo, Jacob Billings, Hunter Bond, Derek Budge, Aidan Clinton, Kye Conway, Willson Dunn, Jayden Lopez, Cole Monsen, Stephen Wartman, Adam Wing, and Ronnie Wohler 2. Citrus Little League Intermediate 50/70, District 71 and Section 8 Champions: Jeff Albright, Coach; Kevin Robburts, Coach; Leo Sanchez, Coach; Team: John Allbecker, Gavin Albright, Richard Arellanes, Gregory Clavesilla, Cody Franklin, Angel Gomez, Hayden Hernandez, Matthew Leon, Gerardo Martinez, Jacob Robburts, Matthew Sanchez, Mikey Saucedo and Joshua Vasquez.

3. RC ACE – B District Championships.
 - a. 16U GOLD All Star Team – 2nd Place – Western Nationals Tournament Qualifiers
 - b. 10U GOLD All Star Team – 2nd Place
 - c. 8U GOLD All Star Team – 3rd Place

Mayor Pro Tem Spagnolo and members of the City Council along with Sarah Baum, President of RC ACE, presented certificates and recognized the following champions: a. RC ACE – 16U GOLD All Star Team, 2nd Place - B District Championships, Western Nationals Tournament Qualifiers: Mark Rogers, Manager; Rigo Arellano, Coach; Valerie Arellano, Coach; Team: Priscilla Alvarado, Monica Arellano, Dana Estrada, Jordyn Leon, Danielle Neal, Clare Pedersen, Bianca Prussak, Dominique Ramirez, Aaliyah Requena, Kylie Rogers, Shaelyn Snowball, Xoe Ulloa, Erin West and Ashanti Woods; b. RC ACE – 10U GOLD All Star Team, 2nd Place - B District Championships: Mike Clark, Manager; John Adams, Coach; Jeff Estep, Coach; Butch Salgado, Coach; Team: Jenna Adams, Mackenzie Clark, Allison Edson, Madison Estep, Jaclyn Hamai, Jordynn Jennings, Alexis Salgado, Morgan Tabert, Lauren West, Yalisse Yanes; c. RC ACE – 8U GOLD All Star Team, 3rd Place -

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B District Championships: Don Wren, Manager; Chuck Baum Coach; Alan Carmona, Coach; Don Merchant, Coach; Team: Riley Alvarado, Renata Arroyo, Charlotte Baum, Natalie Carmona, Abrielle Diaz, Makenna Estep, Malaiyah Galindo, Abby Merchant, Xelena Ulloa, Jordin Washington, Taylor Wren and Justyne Zabala.

H2. Public Communication on Item Listed on the Special Meeting Agenda.

No public communications were made.

I. ADJOURNMENT

Mayor Pro Tem Spagnolo adjourned the meeting at 6:29 p.m.

J. REGULAR MEETING – 7:00 P.M. CALL TO ORDER – 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 October 19, 2016 in the Council Chambers at City Hall, located at 10500 Civic Center Drive, Rancho Cucamonga, California. Mayor Pro Tem Spagnolo called the meeting to order at 7:00 p.m.

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

Also present were: John Gillison, City Manager; James L. Markman, City Attorney; Lori Sassoon, Deputy City Manager/Administrative Services; Elisa Cox, Deputy City Manager/Cultural & Civic Services; Jeff Bloom, Deputy City Manager/Economic and Community Development; Linda A. Troyan, City Clerk Services Director and Shirr'l Griffin, Office Specialist II.

Council Member Kennedy led the Pledge of Allegiance.

K. ANNOUNCEMENTS/PRESENTATIONS

- K1. Presentation of a Proclamation to Chaffey College in Recognition of being named One of the Top 10 Community Colleges in the Nation.

Lee McDonald, Chaffey College Governing Board President and Dr. Henry D. Shannon, Superintendent/President of Chaffey College, received a proclamation recognizing Chaffey College for being named one of the top Community Colleges in the nation.

Item K2 and K3 were taken at the same time.

- K2. Recognition of City of Rancho Cucamonga Hometown Olympic Athlete Brenda Martinez.

- K3. Local Legislator Recognition of Olympic Athlete Brenda Martinez.

Brenda Martinez, Hometown Olympic Athlete, received a certificate and was recognized by the Mayor Pro Tem and Members of the City Council along with Janice Rutherford, San Bernardino County Board of Supervisors, 2nd District Supervisor; David Asbra, representing California State Assemblyman Marc Steinorth's Office, California State Assembly - 40th District; Omar Pamplona, representing Congressman Pete Aguilar's Office, United States Congress - 31st District; Melissa Boyd, representing California State Senator Mike Morrell's Office, California State Senate – 23rd District; and Bobi Johnson, representing Assemblyman Chris Holden's Office, California State Assembly – 41st District.

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L. PUBLIC COMMUNICATIONS

11. Tressy Capps spoke in opposition to Measure H and Measure I regarding School District Bonds.
12. Hilda Hordyk spoke on a property sold on San Bernardino Road to the Rancho Cucamonga Fire Department.
13. Joe Cowan, President of Alta Loma Riding Club, thanked candidates for attending the candidate forum; asked the City for assistance in grading the parking lot and using a tractor before events; spoke about the equestrian overlay area and the City's general plan.
14. Ted Dutton and Gail Tangeman, Alta Loma School District, spoke in support of Measure H.
15. Warren Branch spoke regarding activities at a local church.
16. Susan Keithly spoke regarding the animal shelter.
17. Casey Higgins introduced himself to the City Council and spoke on his candidacy for the 41st State Assembly District.
18. Janet Walton offered a prayer.
19. Ryan Hutchison thanked Council for their work and accomplishments; and spoke in support of Council Member Kennedy.
110. Danessa Jackson spoke on the Evelyn E. Perkins Scholarship Foundation and invited the public to attend their 10 year anniversary celebration in Arcadia at the Santa Anita Race Park on Saturday, October 22, 2016.
111. Nicole Myerchin spoke regarding maintenance at the Alta Loma Riding Club and Council Member Kennedy's campaign funds.
112. John Lyons spoke in support of Mayor Pro Tem Spagnolo and School District Bond measures on the November ballot.

CONSENT CALENDARS

M. CONSENT CALENDAR – FIRE PROTECTION DISTRICT

- M1. Consideration to approve Minutes of: October 3, 2016 (Special Meeting)
- M2. Consideration to approve Check Register dated September 27, 2016 through October 10, 2016 and Electronic Debit Register for the month of September 2016 for the total of \$595,700.40.
- M3. Consideration to receive and file current Investment Schedule as of September 30, 2016.

MOTION: Moved by Board Member Williams, seconded by Board Member Kennedy, to approve Consent Calendar Items M1. through M3. Motion carried, 4-0-1, President Michael, absent.

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N. CONSENT CALENDAR – SUCCESSOR AGENCY

N1. Consideration to approve Minutes of: October 3, 2016 (Special Meeting)

MOTION: Moved by Agency Member Kennedy, seconded by Agency Member Alexander, to approve Consent Calendar Item N1. Motion carried, 4-0-1, Chairman Michael, absent.

O. CONSENT CALENDAR – PUBLIC FINANCING AUTHORITY

O1. Consideration to approve Minutes of: October 3, 2016 (Special Meeting)

MOTION: Moved by Authority Member Alexander, seconded by Authority Member Kennedy, to approve Consent Calendar Item O1. Motion carried, 4-0-1, Chairman Michael, absent.

P. CONSENT CALENDAR – CITY COUNCIL

P1. Consideration to approve Minutes of: October 3, 2016 (Special Meeting)

P2. Consideration to approve Check Register and payroll dated September 27, 2016 through October 10, 2016 and Electronic Debit Register for the month of September 2016 for the total of \$8,880,281.47.

P3. Consideration to receive and file current Investment Schedule as of September 30, 2016.

P4. Consideration to accept the FY2015/2016 Local Street Pavement Rehabilitation – Slurry of Various Streets project, Contract No. 16-076 as complete, approve the final contract amount of \$735,678.39, authorize the release and acceptance of project related Bonds, and authorize the City Engineer to file a Notice of Completion.

RESOLUTION NO. 16-165

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA, ACCEPTING THE FY2015/2016 LOCAL STREET PAVEMENT REHABILITATION – SLURRY OF VARIOUS STREETS PROJECT, CONTRACT NO. 16-076, AND AUTHORIZING THE FILING OF A NOTICE OF COMPLETION FOR THE WORK

P5. Consideration to accept the Archibald Avenue from Hillside Road to North City Limit and Haven Avenue from Wilson Avenue to North City Limit Pavement Rehabilitation project, Contract No. 16-113, as complete, approve the final contract amount of \$796,042.98, authorize the release and acceptance of the project related Bonds, and authorize the City Engineer to file a Notice of Completion.

RESOLUTION NO. 16-166

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA, ACCEPTING THE ARCHIBALD AVENUE FROM HILLSIDE ROAD TO NORTH CITY LIMIT AND HAVEN AVENUE FROM WILSON AVENUE TO NORTH CITY LIMIT PAVEMENT REHABILITATION PROJECT, CONTRACT NO. 16-113, AND AUTHORIZING THE FILING OF A NOTICE OF COMPLETION FOR THE WORK

P6. Consideration to accept the Foothill Boulevard Pavement Rehabilitation from Vineyard Avenue to Haven Avenue project, Contract No. 15-152 as complete, approve the final contract amount of \$1,083,936.42, authorize the release and acceptance of the project related Bonds, and authorize the City Engineer to file a Notice of Completion.

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RESOLUTION NO. 16-167

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA, ACCEPTING THE FOOTHILL BOULEVARD PAVEMENT REHABILITATION FROM VINEYARD AVENUE TO HAVEN AVENUE PROJECT, CONTRACT NO. 15-152 AND AUTHORIZING THE FILING OF A NOTICE OF COMPLETION FOR THE WORK

- P7. Consideration of approval of a request to Summarily Vacate a portion of Center Avenue, south of Arrow Route adjacent to 8855 Center Avenue (Street Vacation No. V-233).

RESOLUTION NO. 16-168

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA, SUMMARILY ORDERING THE VACATION OF EXCESS RIGHTS-OF-WAY INCLUDING A 10-FOOT WIDTH ON THE EAST SIDE OF CENTER AVENUE BETWEEN 24TH STREET AND HUMBOLDT AVENUE, (V-233) - APN 209-123-05

- P8. Consideration of approval of a Final Tract Map, Improvement Agreement, Improvement Securities, Monumentation Cash Deposit and ordering the Annexation to Landscape Maintenance District No. 1 and Street Light Maintenance District Nos. 1 and 2 for Tentative Tract Map 18961, located on the northeast corner of Sapphire Street and Brittany Lane, submitted by Hoike, LP.

RESOLUTION NO. 16-169

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA, APPROVING FINAL MAP, IMPROVEMENT AGREEMENT, IMPROVEMENT SECURITIES AND MONUMENTATION CASH DEPOSIT FOR TRACT 18961

RESOLUTION NO. 16-170

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA, ORDERING THE ANNEXATION OF CERTAIN TERRITORY TO LANDSCAPE MAINTENANCE DISTRICT NO. 1 (GENERAL CITY) FOR TRACT 18961

RESOLUTION NO. 16-171

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA, ORDERING THE ANNEXATION OF CERTAIN TERRITORY TO STREET LIGHT MAINTENANCE DISTRICT NO. 1 (ARTERIAL STREETS) FOR TRACT 18961

RESOLUTION NO. 16-172

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA, ORDERING THE ANNEXATION OF CERTAIN TERRITORY TO STREET LIGHT MAINTENANCE DISTRICT NO. 2 (LOCAL STREETS) FOR TRACT 18961

- P9. Consideration of approval of Improvement Agreement, Improvement Security and ordering the Annexation to Landscape Maintenance District No. 1 and Street Light Maintenance District Nos. 1 and 2 for a 1572 square foot residential addition located at 10115 24th Street (DRC2014-00388), submitted by Hector Ruiz Romo.

RESOLUTION NO. 16-173

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA, APPROVING THE IMPROVEMENT AGREEMENT AND IMPROVEMENT SECURITY FOR DRC2014-00388

RESOLUTION NO. 16-174

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA, ORDERING THE ANNEXATION OF CERTAIN TERRITORY TO LANDSCAPE MAINTENANCE DISTRICT NO. 1 (GENERAL CITY) FOR DRC2014-00388

RESOLUTION NO. 16-175

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA, ORDERING THE ANNEXATION OF CERTAIN TERRITORY TO STREET LIGHT MAINTENANCE DISTRICT NO. 1 (ARTERIAL STREETS) FOR DRC2014-00388

DRAFT

RESOLUTION NO. 16-176

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA, ORDERING THE ANNEXATION OF CERTAIN TERRITORY TO STREET LIGHT MAINTENANCE DISTRICT NO. 2 (LOCAL STREETS) FOR DRC2014-00388

MOTION: Moved by Council Member Williams, seconded by Council Member Kennedy, to approve Consent Calendar Items P1 through P9. Motion carried, 4-0-1, Mayor Michael, absent.

**Q. ADVERTISED PUBLIC HEARINGS
CITY COUNCIL**

Q1. Consideration of First Reading and Introduction of Ordinance No. 897 amending the Rancho Cucamonga Municipal Code to add Chapter 8.52 prohibiting all commercial cannabis activities 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. 897

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA, ADDING CHAPTER 8.52 REGARDING COMMERCIAL CANNABIS USES AND MARIJUANA CULTIVATION IN THE CITY

John Gillison, City Manager, gave a brief background on the Ordinance and introduced Jennifer Nakamura, Associate Planner, who gave the Staff Report.

Discussion ensued on the impacts the ordinance will have on patients using marijuana for medical purposes.

Council Member Alexander advised that he will abstain from the item.

Mayor Pro Tem Spagnolo opened the Public Hearing.

Nicole Myerchin spoke in support of the Ordinance.

John Lyon, spoke in opposition to personal use of marijuana.

Mayor Pro Tem Spagnolo closed the Public Hearing.

MOTION: Moved by Council Member Williams, seconded by Council Member Kennedy, to introduce first reading of Ordinance No. 897, to be read by title only and waive further reading. Motion carried, 3-1-1, Council Member Alexander, abstain; Mayor Michael, absent.

Linda Troyan, City Clerk Services Director, read the title of Ordinance No. 897.

VOTES NOW CAST ON MOTION: Moved by Council Member Williams, seconded by Council Member Kennedy, to introduce first reading of Ordinance No. 897, to be read by title only and waive further reading. Motion carried, 3-1-1, Council Member Alexander, abstain; Mayor Michael, absent.

**R. CITY MANAGER'S STAFF REPORTS
CITY COUNCIL & FIRE DISTRICT**

R1. Consideration of First Reading and Introduction of Ordinance No. 898 authorizing the City Council to establish restrictions on the sale and purchase of butane and amending Title 8 of the Rancho Cucamonga Municipal Code to address public safety concerns surrounding the manufacturing of butane honey oil. – CITY

DRAFT

ORDINANCE NO. 898
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA,
ESTABLISHING RESTRICTIONS ON THE SALE AND PURCHASE OF BUTANE, AND AMENDING
TITLE 8 OF THE RANCHO CUCAMONGA MUNICIPAL CODE

John Gillison, City Manager, introduced Donna Finch, Management Analyst I, who gave the Staff Report.

Discussion ensued on inspection and frequency of butane sales; and on the impact to two businesses in the community.

Mayor Pro Tem Spagnolo inquired on which businesses use butane.

Management Analyst I Finch responded that most of the uses are for medical and manufacturing businesses.

MOTION: Moved by Council Member Kennedy, seconded by Council Member Williams, to introduce first reading of Ordinance No. 898, to be read by title only and waive further reading. Motion carried, 4-1, Mayor Michael, absent.

Linda Troyan, City Clerk Services Director, read the title of Ordinance No. 898.

VOTES NOW CAST ON MOTION: Moved by Council Member Kennedy, seconded by Council Member Williams, to introduce first reading of Ordinance No. 898, to be read by title only and waive further reading. Motion carried, 4-1, Mayor Michael, absent.

- R2. Consideration of First Reading and Introduction of Ordinance No. 899 adopting the 2016 California Building Codes, by reference, and setting the date of November 16, 2016, for the Advertised Public Hearing; additionally, it shall be duly noted that Wednesday, December 21, 2016, will be the last day a permit will be filed under current Code standards; the effective date of said Ordinance will be January 1, 2017. – CITY

ORDINANCE NO. 899
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA,
AMENDING CHAPTERS 15.04, 15.12, 15.14, 15.16, 15.20, 15.24 AND 15.26 OF TITLE 15, OF THE
RANCHO CUCAMONGA MUNICIPAL CODE, AND ADOPTING BY REFERENCE THE 2016
CALIFORNIA BUILDING CODE, INCORPORATING THE "INTERNATIONAL BUILDING CODE,
VOLUMES 1 AND 2", 2015 EDITION INCLUDING APPENDICES THERETO; 2016 CALIFORNIA
RESIDENTIAL CODE, INCORPORATING THE "INTERNATIONAL RESIDENTIAL CODE" 2015
EDITION INCLUDING APPENDICES THERETO; THE 2016 CALIFORNIA MECHANICAL CODE,
INCORPORATING THE "UNIFORM MECHANICAL CODE", 2015 EDITION; INCLUDING
APPENDICES THERETO; THE 2016 CALIFORNIA PLUMBING CODE, INCORPORATING THE
"UNIFORM PLUMBING CODE", 2015 EDITION, INCLUDING APPENDICES THERETO; THE 2016
CALIFORNIA ELECTRICAL CODE, INCORPORATING THE "NATIONAL ELECTRICAL CODE", 2014
EDITION, INCLUDING ANNEXES THERETO; 2016 CALIFORNIA GREEN BUILDING STANDARDS
CODE INCLUDING APPENDICES THERETO; TOGETHER WITH CERTAIN AMENDMENTS,
DELETIONS, ADDITIONS, AND EXCEPTIONS

John Gillison, City Manager, introduced Trang Hyunh, Building & Safety Services Director, who gave the Staff Report.

MOTION: Moved by Council Member Kennedy, seconded by Council Member Williams, to introduce first reading of Ordinance No. 899, to be read by title only and waive further reading. Motion carried, 4-1, Mayor Michael, absent.

Linda Troyan, City Clerk Services Director, read the title of Ordinance No. 899.

VOTES NOW CAST ON MOTION: Moved by Council Member Kennedy, seconded by Council Member Williams, to introduce first reading of Ordinance No. 899, to be read by title only and waive further reading. Motion carried, 4-1, Mayor Michael absent.

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- R3. Consideration of First Reading and Introduction of Ordinance No. FD 56 adopting the 2016 California Fire Code, by reference, with certain amendments and providing for the issuance of permits and collection of fees, and setting the date of November 16, 2016, for the Advertised Public Hearing. The effective date of said Ordinance will be January 1, 2017. – *FIRE*

ORDINANCE NO. FD 56

AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE RANCHO CUCAMONGA FIRE PROTECTION DISTRICT, RANCHO CUCAMONGA, CALIFORNIA, ADOPTING BY REFERENCE THE 2016 CALIFORNIA FIRE CODE, WITH ERRATA, TOGETHER WITH CERTAIN CHANGES, MODIFICATIONS, AMENDMENTS, ADDITIONS, DELETIONS, AND EXCEPTIONS; PROVIDING FOR THE ISSUANCE OF PERMITS AND COLLECTION OF FEES; AND REPEALING CONFLICTING ORDINANCES

John Gillison, City Manager, gave an introduction to the Ordinance and noted that a red line version of the ordinance showing proposed changes was distributed to Council. City Manager Gillison introduced Rob Ball, Fire Marshall, who gave the Staff Report.

In response to Board Member Williams, Fire Marshall Ball advised that state fire codes are modeled after the international code and include input and testimony from fire agencies and the public.

Board Member Alexander advised that he has concerns with duplicate restrictions and will be reviewing the document.

MOTION: Moved by Board Member Williams, seconded by Board Member Kennedy, to introduce first reading of Ordinance No. FD 56, to be read by title only and waive further reading. Motion carried, 3-1-1, Council Member Alexander, abstain; Mayor Michael, absent.

Linda Troyan, City Clerk Services Director, read the title of Ordinance No. FD 56.

VOTES NOW CAST ON MOTION: Moved by Board Member Williams, seconded by Board Member Kennedy, to introduce first reading of Ordinance No. FD 56, to be read by title only and waive further reading. Motion carried, 3-1-1, Council Member Alexander, abstain; Mayor Michael, absent.

- R4. Update on the SolarRC Expansion Project. – *CITY*

John Gillison, City Manager, introduced Fabian Villenas, Principal Management Analyst, who gave a PowerPoint presentation update on the SolarRC Expansion Project.

City Council received and filed report.

S. COUNCIL BUSINESS

- S1. INTER-AGENCY UPDATES (Update by the City Council to the community on the meetings that were attended.)

Council Member Williams reported that she attended a LAFCO annexation hearing earlier that day.

- S2. COUNCIL ANNOUNCEMENTS (Comments to be limited to three minutes per Council Member.)

Council Member Williams spoke on the Fire Department's Open House on October 15, 2016 and complemented staff on a successful and well done event.

T. IDENTIFICATION OF ITEMS FOR NEXT MEETING

There were none.

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U. ADJOURNMENT

Mayor Pro Tem Spagnolo adjourned the meeting at 9:23 p.m.

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
10/11/2016 through 10/24/2016

<u>Check No.</u>	<u>Check Date</u>	<u>Vendor Name</u>	<u>City</u>	<u>Fire</u>	<u>Amount</u>
AP 00006474	10/12/2016	CALIF GOVERNMENT VEBA/RANCHO CUCAMONGA	10,425.00	0.00	10,425.00
AP 00006475	10/12/2016	CHAFFEY JOINT UNION HS DISTRICT	4,024.00	0.00	4,024.00
AP 00006476	10/12/2016	RCCEA	1,668.00	0.00	1,668.00
AP 00006477	10/12/2016	RCPFA	11,070.37	0.00	11,070.37
AP 00006478	10/12/2016	SAN BERNARDINO COUNTY	1,666.00	0.00	1,666.00
AP 00006479	10/12/2016	SEMPRA GENERATION LLC	19,180.00	0.00	19,180.00
AP 00006480	10/19/2016	CITIGROUP ENERGY INC	351,057.80	0.00	351,057.80
AP 00006481	10/19/2016	FORTISTAR METHANE GROUP LLC	78,770.91	0.00	78,770.91
AP 00006482	10/19/2016	RE ASTORIA 2 LLC	21,126.86	0.00	21,126.86
AP 00006483	10/19/2016	RIVERSIDE, CITY OF	6,484.00	0.00	6,484.00
AP 00006484	10/19/2016	SAN BERNARDINO COUNTY	21.00	0.00	21.00
AP 00006485	10/24/2016	AHUMADA, ALEXANDER R	0.00	691.08	691.08
AP 00006486	10/24/2016	ALMAND, LLOYD	0.00	691.08	691.08
AP 00006487	10/24/2016	BANTAU, VICTORIA	0.00	949.96	949.96
AP 00006488	10/24/2016	BAZAL, SUSAN	0.00	979.53	979.53
AP 00006489	10/24/2016	BELL, MICHAEL L.	0.00	1,208.82	1,208.82
AP 00006490	10/24/2016	BERRY, DAVID	0.00	962.66	962.66
AP 00006491	10/24/2016	BROCK, ROBIN	0.00	949.95	949.95
AP 00006492	10/24/2016	CAMPBELL, GERALD	0.00	716.06	716.06
AP 00006493	10/24/2016	CARNES, KENNETH	0.00	469.46	469.46
AP 00006494	10/24/2016	CLABBY, RICHARD	0.00	962.66	962.66
AP 00006495	10/24/2016	CORCORAN, ROBERT	0.00	541.91	541.91
AP 00006496	10/24/2016	COX, KARL	0.00	691.08	691.08
AP 00006497	10/24/2016	CRANE, RALPH	0.00	979.53	979.53
AP 00006498	10/24/2016	CROSSLAND, WILBUR	0.00	469.46	469.46
AP 00006499	10/24/2016	DAGUE, JAMES	0.00	1,208.82	1,208.82
AP 00006500	10/24/2016	DE ANTONIO, SUSAN	0.00	541.91	541.91
AP 00006501	10/24/2016	DEANS, JACKIE	0.00	571.49	571.49
AP 00006502	10/24/2016	DOMINICK, SAMUEL A.	0.00	949.95	949.95
AP 00006503	10/24/2016	EAGLESON, MICHAEL	0.00	1,208.82	1,208.82
AP 00006504	10/24/2016	FRITCHEY, JOHN D.	0.00	469.46	469.46
AP 00006505	10/24/2016	HEYDE, DONALD	0.00	1,208.82	1,208.82
AP 00006506	10/24/2016	INTERLICCHIA, ROSALYN	0.00	1,208.82	1,208.82
AP 00006507	10/24/2016	KILMER, STEPHEN	0.00	1,288.96	1,288.96
AP 00006508	10/24/2016	LANE, WILLIAM	0.00	1,208.82	1,208.82
AP 00006509	10/24/2016	LEE, ALLAN J.	0.00	1,242.42	1,242.42
AP 00006510	10/24/2016	LENZE, PAUL E	0.00	1,008.06	1,008.06
AP 00006511	10/24/2016	LONGO, JOE	0.00	172.23	172.23
AP 00006512	10/24/2016	LUTTRULL, DARRELL	0.00	469.46	469.46
AP 00006513	10/24/2016	MACKALL, BENJAMIN	0.00	716.06	716.06
AP 00006514	10/24/2016	MAYFIELD, RON	0.00	1,267.98	1,267.98
AP 00006515	10/24/2016	MCKEE, JOHN	0.00	691.08	691.08
AP 00006516	10/24/2016	MCNEIL, KENNETH	0.00	691.08	691.08
AP 00006517	10/24/2016	MICHAEL, L. DENNIS	0.00	949.95	949.95
AP 00006518	10/24/2016	MORGAN, BYRON	0.00	2,293.75	2,293.75
AP 00006519	10/24/2016	MYSKOW, DENNIS	0.00	962.66	962.66
AP 00006520	10/24/2016	NAUMAN, MICHAEL	0.00	469.46	469.46

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

P2

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 00006521	10/24/2016	NEE, RON	0.00	1,685.87	1,685.87
AP 00006522	10/24/2016	NELSON, MARY JANE	0.00	172.23	172.23
AP 00006523	10/24/2016	O'BRIEN, TOM	0.00	1,608.97	1,608.97
AP 00006524	10/24/2016	PLOUNG, MICHAEL J	0.00	607.76	607.76
AP 00006525	10/24/2016	POST, MICHAEL R	0.00	1,500.81	1,500.81
AP 00006526	10/24/2016	PROULX, PATRICK	0.00	1,608.97	1,608.97
AP 00006527	10/24/2016	ROEDER, JEFF	0.00	1,208.82	1,208.82
AP 00006528	10/24/2016	SALISBURY, THOMAS	0.00	691.08	691.08
AP 00006529	10/24/2016	SMITH, RONALD	0.00	716.06	716.06
AP 00006530	10/24/2016	SPAGNOLO, SAM	0.00	469.46	469.46
AP 00006531	10/24/2016	SPAIN, WILLIAM	0.00	716.06	716.06
AP 00006532	10/24/2016	SULLIVAN, JAMES	0.00	469.46	469.46
AP 00006533	10/24/2016	TAYLOR, STEVE	0.00	1,347.98	1,347.98
AP 00006534	10/24/2016	TULEY, TERRY	0.00	1,208.82	1,208.82
AP 00006535	10/24/2016	VANDERKALLEN, FRANCIS	0.00	1,044.54	1,044.54
AP 00006536	10/24/2016	WALTON, KEVIN	0.00	1,288.96	1,288.96
AP 00006537	10/24/2016	YOWELL, TIMOTHY A	0.00	1,267.98	1,267.98
AP 00373704	10/12/2016	10-8 RETROFIT INC.	1,204.56	0.00	1,204.56
AP 00373705	10/12/2016	A AND R TIRE SERVICE	1,170.88	0.00	1,170.88
AP 00373706	10/12/2016	ABLE BUILDING MAINTENANCE	1,720.15	0.00	1,720.15
AP 00373707	10/12/2016	ACEY DECY EQUIPMENT INC.	480.32	0.00	480.32
AP 00373708	10/12/2016	ADAPT CONSULTING INC	485.98	0.00	485.98
AP 00373709	10/12/2016	AFLAC GROUP INSURANCE	79.40	0.00	79.40
AP 00373710	10/12/2016	ALBERT A. WEBB	312.50	0.00	312.50
AP 00373711	10/12/2016	ALDEREI, MOHAMMED	38.60	0.00	38.60
AP 00373712	10/12/2016	ALL WELDING	13,531.84	0.00	13,531.84
AP 00373713	10/12/2016	ALLIANCE BUS LINES INC	9,509.73	0.00	9,509.73
AP 00373714	10/12/2016	ALLIED BARTON SECURITY SERVICES LLC	27,457.50	0.00	27,457.50
AP 00373715	10/12/2016	ALLIED NETWORK SOLUTIONS INC	2,203.20	0.00	2,203.20
AP 00373716	10/12/2016	AMTECH ELEVATOR SERVICES	690.00	0.00	690.00
AP 00373717	10/12/2016	ANTECH DIAGNOSTICS	1,199.00	0.00	1,199.00
AP 00373718	10/12/2016	APPCITYLIFE INC.	4,973.50	0.00	4,973.50
AP 00373719	10/12/2016	APPLIED METERING TECHNOLOGIES INC	11,617.50	0.00	11,617.50
AP 00373720	10/12/2016	ARANA, JONATHON	370.50	0.00	370.50
AP 00373721	10/12/2016	AREAA INLAND EMPIRE	535.00	0.00	535.00
AP 00373722	10/12/2016	AT&T MOBILITY	0.00	83.30	83.30
AP 00373723	10/12/2016	AUNTIE M CREATIVE CONSULTANTS INC.	1,284.06	0.00	1,284.06
AP 00373724	10/12/2016	BARNES AND NOBLE	443.52	0.00	443.52
AP 00373725	10/12/2016	BARTEL ASSOCIATES LLC	0.00	1,960.00	1,960.00
AP 00373726	10/12/2016	BATTY, SHIRLEY	500.00	0.00	500.00
AP 00373727	10/12/2016	BELTRAN, OSBALDO ALVARADO	432.00	0.00	432.00
AP 00373728	10/12/2016	BLR	1,051.46	0.00	1,051.46
AP 00373729	10/12/2016	BOONE, MARTHA	5.19	0.00	5.19
AP 00373730	10/12/2016	BRIGHTVIEW LANDSCAPE SERVICES INC.	18,194.17	0.00	18,194.17
AP 00373731	10/12/2016	BUREAU VERITAS NORTH AMERICA INC	532.74	0.00	532.74
AP 00373733	10/12/2016	C V W D	54,782.42	1,299.23	56,081.65 ***
AP 00373734	10/12/2016	CALIFORNIA, STATE OF	233.59	0.00	233.59

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

Agenda Check Register
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AP 00373735	10/12/2016	CALIFORNIA, STATE OF	75.00	0.00	75.00
AP 00373736	10/12/2016	CALIFORNIA, STATE OF	2,100.00	0.00	2,100.00
AP 00373737	10/12/2016	CAMASTRA, MARY ANN	5.19	0.00	5.19
AP 00373738	10/12/2016	CAPITAL ONE COMMERCIAL	1,693.11	0.00	1,693.11
AP 00373739	10/12/2016	CAPITAL ONE COMMERCIAL	0.00	414.30	414.30
AP 00373740	10/12/2016	CARQUEST AUTO PARTS	43.41	162.25	205.66 ***
AP 00373741	10/12/2016	CHENG, LONGSHENG	58.89	0.00	58.89
AP 00373742	10/12/2016	CINTAS CORPORATION #150	1,743.37	72.74	1,816.11 ***
AP 00373743	10/12/2016	CLEAR COAST CONSTRUCTION	4,441.02	0.00	4,441.02
AP 00373744	10/12/2016	CLF WAREHOUSE	0.00	75.56	75.56
AP 00373745	10/12/2016	COMMUNITY BANK	5,501.59	0.00	5,501.59
AP 00373746	10/12/2016	CONCEPT POWDER COATING	930.00	0.00	930.00
AP 00373747	10/12/2016	CONSOLIDATED ELECTRICAL DISTR INC	53.14	0.00	53.14
AP 00373748	10/12/2016	CORONA CLAY COMPANY INC	549.00	0.00	549.00
AP 00373749	10/12/2016	COSTAR REALTY INFORMATION INC	647.13	0.00	647.13
AP 00373750	10/12/2016	CROP PRODUCTION SERVICES INC	4,999.79	0.00	4,999.79
AP 00373751	10/12/2016	CROWN CASTLE	4,000.00	0.00	4,000.00
AP 00373752	10/12/2016	CROWN CASTLE	5,000.00	0.00	5,000.00
AP 00373753	10/12/2016	CROWN CASTLE	5,000.00	0.00	5,000.00
AP 00373754	10/12/2016	D AND K CONCRETE COMPANY	1,050.85	0.00	1,050.85
AP 00373755	10/12/2016	DANIELS TIRE SERVICE	0.00	78.00	78.00
AP 00373756	10/12/2016	DAWSON SURVEYING INC.	8,800.00	0.00	8,800.00
AP 00373757	10/12/2016	DELTA DENTAL	1,497.10	0.00	1,497.10
AP 00373758	10/12/2016	DELTA DENTAL	40,905.13	0.00	40,905.13
AP 00373759	10/12/2016	DEMCO INC	103.37	0.00	103.37
AP 00373760	10/12/2016	DENT, SHARON	5.19	0.00	5.19
AP 00373761	10/12/2016	DIAMOND ENVIRONMENTAL SERVICES	263.04	0.00	263.04
AP 00373762	10/12/2016	DLT SOLUTIONS LLC	13,925.96	0.00	13,925.96
AP 00373763	10/12/2016	ELECTRONICS WAREHOUSE	311.04	0.00	311.04
AP 00373764	10/12/2016	EMBROIDME	26.33	0.00	26.33
AP 00373765	10/12/2016	EREDIA, PATRICIA MORGAN	370.50	0.00	370.50
AP 00373766	10/12/2016	FACTORY MOTOR PARTS	0.00	1,681.84	1,681.84
AP 00373767	10/12/2016	FEDERAL EXPRESS CORP	45.91	0.00	45.91
AP 00373768	10/12/2016	FIGUEROA-DIAZ, BETTY	5.19	0.00	5.19
AP 00373769	10/12/2016	FLEET SERVICES INC.	0.00	187.62	187.62
AP 00373770	10/12/2016	FORTEL TRAFFIC INC.	1,096.34	0.00	1,096.34
AP 00373771	10/12/2016	FRANKLIN, JOHN PAUL	249.87	0.00	249.87
AP 00373772	10/12/2016	FRED PRYOR SEMINARS/CAREERTRACK	199.00	0.00	199.00
AP 00373773	10/12/2016	FRED PRYOR SEMINARS/CAREERTRACK	199.00	0.00	199.00
AP 00373774	10/12/2016	FRONTIER COMM	6,406.41	651.39	7,057.80 ***
AP 00373775	10/12/2016	G AND M BUSINESS INTERIORS	3,048.19	0.00	3,048.19
AP 00373776	10/12/2016	GARCIA, VIVIAN	38.88	0.00	38.88
AP 00373777	10/12/2016	GEORGE, TIMOTHY CHAN	250.00	0.00	250.00
AP 00373778	10/12/2016	GLOBALSTAR USA	84.05	0.00	84.05
AP 00373779	10/12/2016	GOOD YEAR TIRE AND RUBBER CO.	721.87	0.00	721.87
AP 00373780	10/12/2016	GRAINGER	644.62	147.96	792.58 ***
AP 00373781	10/12/2016	GRAINGER	56.07	0.00	56.07

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AP 00373782	10/12/2016	GRAYBAR	101.36	0.00	101.36
AP 00373783	10/12/2016	HARDY & HARPER INC	32,720.76	0.00	32,720.76
AP 00373784	10/12/2016	HARDY & HARPER INC	77,391.63	0.00	77,391.63
AP 00373785	10/12/2016	HARRIS, WILMA	15.57	0.00	15.57
AP 00373786	10/12/2016	HARTLING, KELLY	53.00	0.00	53.00
AP 00373787	10/12/2016	HENRY SCHEIN ANIMAL HEALTH SUPPLY	1,250.75	0.00	1,250.75
AP 00373788	10/12/2016	HEPNER, MIREYA	70.49	0.00	70.49
AP 00373789	10/12/2016	HERITAGE EDUCATION GROUP	184.00	0.00	184.00
AP 00373790	10/12/2016	HOSE HEAVEN	2,432.83	0.00	2,432.83
AP 00373791	10/12/2016	HOT SHOTS ATHLETIC APPAREL INC.	3,718.59	0.00	3,718.59
AP 00373792	10/12/2016	HOT SHOTS ATHLETIC APPAREL INC.	3,318.98	0.00	3,318.98
AP 00373793	10/12/2016	IDEXX DISTRIBUTION INC	6,536.60	0.00	6,536.60
AP 00373794	10/12/2016	IMPRESSIONS GOURMET CATERING	953.10	0.00	953.10
AP 00373795	10/12/2016	INK SLINGER SCREEN PRINTING & EMBROIDERY	2,969.14	0.00	2,969.14
AP 00373796	10/12/2016	INLAND EMPIRE HISPANIC LEADERSHIP COUNCIL	150.00	0.00	150.00
AP 00373797	10/12/2016	INLAND VALLEY EMERGENCY PET CLINIC	236.00	0.00	236.00
AP 00373798	10/12/2016	INTERNATIONAL LINE BUILDERS INC	150,607.40	0.00	150,607.40
AP 00373799	10/12/2016	JACOBSEN WEST	91.94	0.00	91.94
AP 00373800	10/12/2016	JADZINSKY, DANIEL	500.00	0.00	500.00
AP 00373801	10/12/2016	JONES AND MAYER, LAW OFFICES OF	368.00	0.00	368.00
AP 00373802	10/12/2016	K K WOODWORKING	356.04	0.00	356.04
AP 00373803	10/12/2016	KENNEDY EQUIPMENT INC	835.00	0.00	835.00
AP 00373804	10/12/2016	KIMBALL MIDWEST	1,295.27	0.00	1,295.27
AP 00373805	10/12/2016	LANCE SOLL AND LUNGHARD	46,667.00	4,302.00	50,969.00 ***
AP 00373806	10/12/2016	LANGUAGE PLANET	1,015.20	0.00	1,015.20
AP 00373807	10/12/2016	LEAL, RUTH	45.00	0.00	45.00
AP 00373808	10/12/2016	LEIGHTON CONSULTING INC	615.10	0.00	615.10
AP 00373809	10/12/2016	LEVERAGE INFORMATION SYSTEMS INC	39,518.83	0.00	39,518.83
AP 00373810	10/12/2016	LIGHTHOUSE, THE	3,326.82	0.00	3,326.82
AP 00373811	10/12/2016	LOS ANGELES FREIGHTLINER	0.00	75.02	75.02
AP 00373814	10/12/2016	LOWES COMPANIES INC.	6,434.84	1,345.60	7,780.44 ***
AP 00373815	10/12/2016	LU'S LIGHTHOUSE INC	0.00	261.21	261.21
AP 00373816	10/12/2016	LVD RANCHO CUCAMONGA LLC	17,407.80	0.00	17,407.80
AP 00373817	10/12/2016	MADRIGAL, AURA	150.00	0.00	150.00
AP 00373818	10/12/2016	MAGELLAN ADVISORS LLC	6,420.24	0.00	6,420.24
AP 00373819	10/12/2016	MAIN STREET SIGNS	1,614.60	0.00	1,614.60
AP 00373820	10/12/2016	MARIPOSA LANDSCAPES INC	55,267.31	4,878.79	60,146.10 ***
AP 00373821	10/12/2016	MARK CHRISTOPHER INC	279.89	767.94	1,047.83 ***
AP 00373822	10/12/2016	MARQUEZ, EMMANUEL E	432.00	0.00	432.00
AP 00373823	10/12/2016	MARTIN, REYNA	500.00	0.00	500.00
AP 00373824	10/12/2016	MARTINEZ TOWING	90.00	0.00	90.00
AP 00373825	10/12/2016	MCMASTER CARR SUPPLY COMPANY	1,028.16	0.00	1,028.16
AP 00373826	10/12/2016	MEINEKE CAR CARE CENTER	2,196.29	0.00	2,196.29
AP 00373827	10/12/2016	MENDEZ, LORRAINE	5.19	0.00	5.19
AP 00373828	10/12/2016	MILAM, LEORA	5.19	0.00	5.19
AP 00373829	10/12/2016	MINK, ANGELINA	10.38	0.00	10.38
AP 00373830	10/12/2016	MORGAN, DOLORES	25.95	0.00	25.95

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AP 00373831	10/12/2016	MOUNTAIN VIEW SMALL ENG REPAIR	38.86	0.00	38.86
AP 00373832	10/12/2016	MSNOC INC	380.00	0.00	380.00
AP 00373833	10/12/2016	MUSICSTAR	288.00	0.00	288.00
AP 00373834	10/12/2016	MYERS TIRE SUPPLY	102.43	0.00	102.43
AP 00373835	10/12/2016	NAPA AUTO PARTS	19.92	0.00	19.92
AP 00373836	10/12/2016	NATIONAL CNG & FLEET SERVICE	1,000.52	0.00	1,000.52
AP 00373837	10/12/2016	NATIONWIDE ENVIRONMENTAL SERVICES	10,192.00	0.00	10,192.00
AP 00373838	10/12/2016	NELSON NYGAARD	4,667.82	0.00	4,667.82
AP 00373839	10/12/2016	NEOPOST USA INC	267.05	0.00	267.05
AP 00373840	10/12/2016	NEW IMAGE COMMERCIAL FLOORING	353.37	0.00	353.37
AP 00373841	10/12/2016	NICHOLS, GARY	595.00	0.00	595.00
AP 00373842	10/12/2016	NUNEZ, LUCY ALVAREZ-	41.10	0.00	41.10
AP 00373843	10/12/2016	OFFICE DEPOT	4,289.72	634.11	4,923.83 ***
AP 00373844	10/12/2016	ORTEGA, DEE	10.38	0.00	10.38
AP 00373845	10/12/2016	OTSUKA, DENNIS	13.00	0.00	13.00
AP 00373846	10/12/2016	PACIFIC PREMIER BANK	0.00	4,716.20	4,716.20
AP 00373847	10/12/2016	PAL CAMPAIGN	10.00	0.00	10.00
AP 00373848	10/12/2016	PATTON SALES CORP	63.50	0.00	63.50
AP 00373849	10/12/2016	PCN3 INC	104,530.39	0.00	104,530.39
AP 00373850	10/12/2016	PEP BOYS	56.60	0.00	56.60
AP 00373851	10/12/2016	PEPE'S TOWING SERVICE	55.00	0.00	55.00
AP 00373852	10/12/2016	PHOENIX GROUP INFORMATION SYSTEMS	1,625.55	0.00	1,625.55
AP 00373853	10/12/2016	PRE-PAID LEGAL SERVICES INC	96.59	0.00	96.59
AP 00373854	10/12/2016	PRICE, MORGAN LINDSEY	500.00	0.00	500.00
AP 00373855	10/12/2016	PRICE, MORGAN LINDSEY	500.00	0.00	500.00
AP 00373856	10/12/2016	PROMOTIONS TEES & MORE	0.00	1,078.69	1,078.69
AP 00373857	10/12/2016	R AND R AUTOMOTIVE	1,557.57	0.00	1,557.57
AP 00373858	10/12/2016	RANCHO CUCAMONGA CHAMBER OF COMMERCE	80.00	0.00	80.00
AP 00373859	10/12/2016	RANCHO REGIONAL VETERINARY HOSPITAL INC	141.99	0.00	141.99
AP 00373860	10/12/2016	RC CONSTRUCTION SERVICES INC	0.00	89,607.80	89,607.80
AP 00373861	10/12/2016	RICHARDS WATSON AND GERSHON	145.40	0.00	145.40
AP 00373862	10/12/2016	RILEY, RICHARD	500.00	0.00	500.00
AP 00373863	10/12/2016	RK DIVERSIFIED ENTERTAINMENT INC	2,720.00	0.00	2,720.00
AP 00373864	10/12/2016	RODRIGUEZ, MARISSA	500.00	0.00	500.00
AP 00373865	10/12/2016	RODRIGUEZ, ROSEMARIE	18.68	0.00	18.68
AP 00373866	10/12/2016	ROTO ROOTER	165.00	0.00	165.00
AP 00373867	10/12/2016	ROYAL WHOLESALE ELECTRIC	0.00	308.66	308.66
AP 00373868	10/12/2016	SAN BERNARDINO CO AUDITOR CONT	5,790.00	0.00	5,790.00
AP 00373869	10/12/2016	SAN BERNARDINO CTY	15,767.92	0.00	15,767.92
AP 00373870	10/12/2016	SAN BERNARDINO CTY OFFICE OF THE ASSESSOR	840.00	0.00	840.00
AP 00373871	10/12/2016	SANCHEZ, GEORGE	1,000.00	0.00	1,000.00
AP 00373872	10/12/2016	SBCSS	40.00	0.00	40.00
AP 00373873	10/12/2016	SBCSS	40.00	0.00	40.00
AP 00373874	10/12/2016	SBPEA	959.04	0.00	959.04
AP 00373875	10/12/2016	SC FUELS	18,236.14	0.00	18,236.14
AP 00373876	10/12/2016	SC FUELS	0.00	204.71	204.71
AP 00373877	10/12/2016	SEXTON, SHEILA	3.00	0.00	3.00

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AP 00373878	10/12/2016	SHERIFFS COURT SERVICES	638.04	0.00	638.04
AP 00373879	10/12/2016	SHERIFFS COURT SERVICES	446.95	0.00	446.95
AP 00373880	10/12/2016	SHI, LING LING	250.03	0.00	250.03
AP 00373881	10/12/2016	SHRED IT USA LLC	91.30	0.00	91.30
AP 00373882	10/12/2016	SIEMENS INDUSTRY INC	1,458.79	0.00	1,458.79
AP 00373883	10/12/2016	SITEONE LANDSCAPE SUPPLY LLC	870.97	0.00	870.97
AP 00373884	10/12/2016	SKYLINE SAFETY AND SUPPLY	166.20	0.00	166.20
AP 00373885	10/12/2016	SOCIAL VOCATIONAL SERVICES	3,388.00	0.00	3,388.00
AP 00373886	10/12/2016	SOCRATA INC	42,708.25	0.00	42,708.25
AP 00373887	10/12/2016	SONSRAY MACHINERY LLC	154.61	0.00	154.61
AP 00373888	10/12/2016	SOUTH COAST AQMD	834.07	0.00	834.07
AP 00373892	10/12/2016	SOUTHERN CALIFORNIA EDISON	42,755.11	2,024.56	44,779.67 ***
AP 00373893	10/12/2016	SOUTHERN CALIFORNIA EDISON	358.42	0.00	358.42
AP 00373894	10/12/2016	SOUTHERN CALIFORNIA EDISON	4,640.96	0.00	4,640.96
AP 00373895	10/12/2016	SOUTHLAND FARMERS MARKET ASSOC INC	615.00	0.00	615.00
AP 00373896	10/12/2016	SOUTHLAND SPORTS OFFICIALS	230.00	0.00	230.00
AP 00373897	10/12/2016	STAHL, DOLORES	5.19	0.00	5.19
AP 00373898	10/12/2016	STERLING COFFEE SERVICE	968.55	0.00	968.55
AP 00373899	10/12/2016	STOTZ EQUIPMENT	2,950.40	0.00	2,950.40
AP 00373900	10/12/2016	STOVER SEED COMPANY	3,726.00	0.00	3,726.00
AP 00373901	10/12/2016	SUNGARD PUBLIC SECTOR INC	525.00	0.00	525.00
AP 00373902	10/12/2016	SWIFTY SIGN	0.00	439.56	439.56
AP 00373903	10/12/2016	THEATRICAL LIGHTING & SCENIC SERVICES LLC	350.00	0.00	350.00
AP 00373904	10/12/2016	THOMPSON PLUMBING SUPPLY	689.36	0.00	689.36
AP 00373905	10/12/2016	TULAO, LORCELI	22.83	0.00	22.83
AP 00373906	10/12/2016	UNION BANK TRUST DEPARTMENT	9,885.00	0.00	9,885.00
AP 00373907	10/12/2016	UNITED SITE SERVICES OF CA INC	72.66	0.00	72.66
AP 00373908	10/12/2016	UNITED WAY	146.00	0.00	146.00
AP 00373909	10/12/2016	URIBE, MARIA	105.00	0.00	105.00
AP 00373910	10/12/2016	US IDENTIFICATION MANUAL	89.92	0.00	89.92
AP 00373911	10/12/2016	VALVERDE, YESENIA	1,000.00	0.00	1,000.00
AP 00373912	10/12/2016	VERIZON WIRELESS - LA	60.12	0.00	60.12
AP 00373913	10/12/2016	VERIZON WIRELESS - LA	89.71	0.00	89.71
AP 00373914	10/12/2016	VERIZON WIRELESS - LA	164.58	0.00	164.58
AP 00373915	10/12/2016	VERIZON WIRELESS - LA	64.82	0.00	64.82
AP 00373916	10/12/2016	VERIZON WIRELESS - LA	5,160.42	0.00	5,160.42
AP 00373917	10/12/2016	VERIZON WIRELESS - LA	573.15	0.00	573.15
AP 00373918	10/12/2016	VERIZON WIRELESS - LA	38.01	0.00	38.01
AP 00373919	10/12/2016	VICTOR MEDICAL COMPANY	2,985.97	0.00	2,985.97
AP 00373920	10/12/2016	WALTERS WHOLESALE ELECTRIC CO	8,902.13	0.00	8,902.13
AP 00373921	10/12/2016	WAXIE SANITARY SUPPLY	7,192.28	1,343.94	8,536.22 ***
AP 00373922	10/12/2016	WHITE HOUSE PHOTO INC	792.50	0.00	792.50
AP 00373923	10/12/2016	WILLIAMS, NANETTA	61.21	0.00	61.21
AP 00373924	10/12/2016	XU, MIN	12.45	0.00	12.45
AP 00373925	10/12/2016	ZOETIS US LLC	822.54	0.00	822.54
AP 00373926	10/12/2016	ZOHO CORPORATION	1,346.00	0.00	1,346.00
AP 00373927	10/13/2016	AIRGAS SAFETY	352.08	0.00	352.08

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AP 00373930	10/13/2016	BRODART BOOKS	2,682.51	0.00	2,682.51
AP 00373931	10/13/2016	EMCOR SERVICE	15,752.50	0.00	15,752.50
AP 00373932	10/13/2016	EWING IRRIGATION PRODUCTS	252.86	0.00	252.86
AP 00373933	10/13/2016	FASTENAL COMPANY	3.34	0.00	3.34
AP 00373934	10/13/2016	HOLLIDAY ROCK CO INC	1,045.98	0.00	1,045.98
AP 00373935	10/13/2016	KME FIRE APPARATUS	0.00	752.40	752.40
AP 00373936	10/13/2016	LIMS AUTO INC	982.87	0.00	982.87
AP 00373937	10/13/2016	ORKIN PEST CONTROL	639.16	487.00	1,126.16 ***
AP 00373938	10/13/2016	SUNRISE FORD	646.77	0.00	646.77
AP 00373939	10/13/2016	TARGET SPECIALTY PRODUCTS	205.21	0.00	205.21
AP 00373940	10/19/2016	A.Y. NURSERY INC.	1,121.04	0.00	1,121.04
AP 00373941	10/19/2016	ABLE BUILDING MAINTENANCE	11,068.54	0.00	11,068.54
AP 00373942	10/19/2016	ACEY DECY EQUIPMENT INC.	44.86	0.00	44.86
AP 00373943	10/19/2016	ALL CITIES TOOLS	0.00	157.73	157.73
AP 00373944	10/19/2016	ALLIANT INSURANCE SERVICES INC.	4,297.00	0.00	4,297.00
AP 00373945	10/19/2016	ALLIED BARTON SECURITY SERVICES LLC	2,888.30	0.00	2,888.30
AP 00373946	10/19/2016	ALLIED STORAGE CONTAINERS	2,349.00	0.00	2,349.00
AP 00373947	10/19/2016	ALPHAGRAPHICS	102.69	0.00	102.69
AP 00373948	10/19/2016	AMBIENCE COMPANY	325.00	0.00	325.00
AP 00373949	10/19/2016	AMERICAN SCALE CO INC	0.00	205.50	205.50
AP 00373950	10/19/2016	AMERICAN TRAINING RESOURCES INC	1,295.15	0.00	1,295.15
AP 00373951	10/19/2016	AMTECH ELEVATOR SERVICES	396.74	0.00	396.74
AP 00373952	10/19/2016	ARANA, JONATHON	121.50	0.00	121.50
AP 00373953	10/19/2016	ARCHIBALD PET HOSPITAL	75.00	0.00	75.00
AP 00373954	10/19/2016	ARROW TRAILER SUPPLIES INC	56.06	0.00	56.06
AP 00373955	10/19/2016	ASSI SECURITY	935.00	0.00	935.00
AP 00373956	10/19/2016	BABILONIA, ROSA	250.00	0.00	250.00
AP 00373957	10/19/2016	BAHAI, FAITH	500.00	0.00	500.00
AP 00373958	10/19/2016	BAKER, GLENN MICHAEL	636.43	0.00	636.43
AP 00373959	10/19/2016	BILL AND WAGS INC.	0.00	206.72	206.72
AP 00373960	10/19/2016	BRAUN BLAISING MCLAUGHLIN	2,693.98	0.00	2,693.98
AP 00373961	10/19/2016	BRIGHTVIEW LANDSCAPE SERVICES INC.	111,789.93	0.00	111,789.93
AP 00373962	10/19/2016	BROUSSARD, RAOUL	50.00	0.00	50.00
AP 00373963	10/19/2016	BUSINESS MANAGEMENT DAILY	127.00	0.00	127.00
AP 00373966	10/19/2016	C V W D	102,222.92	0.00	102,222.92
AP 00373967	10/19/2016	CAL PERS	135,541.66	7,443.53	142,985.19 ***
AP 00373968	10/19/2016	CAL PERS LONG TERM CARE	294.91	0.00	294.91
AP 00373969	10/19/2016	CALIFORNIA DIVISION OF THE STATE ARCHITECT	612.90	0.00	612.90
AP 00373970	10/19/2016	CALIFORNIA MUNICIPAL UTILITIES ASSOC	6,856.00	0.00	6,856.00
AP 00373971	10/19/2016	CAPITOL DIGITAL	405.00	0.00	405.00
AP 00373972	10/19/2016	CAPITOL STEPS PRODUCTIONS INC.	6,975.00	0.00	6,975.00
AP 00373973	10/19/2016	CARDENAS, JOSE	500.00	0.00	500.00
AP 00373974	10/19/2016	CARQUEST AUTO PARTS	359.15	497.24	856.39 ***
AP 00373975	10/19/2016	CASTILLO, JESSIE	250.00	0.00	250.00
AP 00373976	10/19/2016	CCAC	40.00	0.00	40.00
AP 00373977	10/19/2016	CHENG, XINQI	85.00	0.00	85.00
AP 00373978	10/19/2016	CHINO MOWER AND ENGINE SERVICE	0.00	224.52	224.52

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AP 00373979	10/19/2016	CINTAS CORPORATION #150	0.00	546.87	546.87
AP 00373980	10/19/2016	CLARK, KAREN	648.00	0.00	648.00
AP 00373981	10/19/2016	CLARKE PLUMBING SPECIALTIES INC.	117.05	320.96	438.01 ***
AP 00373982	10/19/2016	CLEAR COAST CONSTRUCTION	0.00	245.00	245.00
AP 00373983	10/19/2016	CLEARWATER GRAPHICS INC	835.92	0.00	835.92
AP 00373984	10/19/2016	COMP U ZONE	606.00	0.00	606.00
AP 00373985	10/19/2016	CONFIRE JPA	0.00	52,606.58	52,606.58
AP 00373986	10/19/2016	CONSOLIDATED ELECTRICAL DISTR INC	115.68	0.00	115.68
AP 00373987	10/19/2016	CONVERSE CONSULTANTS	969.00	0.00	969.00
AP 00373988	10/19/2016	CORODATA MEDIA STORAGE INC	1,227.36	0.00	1,227.36
AP 00373989	10/19/2016	COUNTS UNLIMITED	400.00	0.00	400.00
AP 00373990	10/19/2016	CREATIVE PROMOTIONAL IDEAS	0.00	1,251.92	1,251.92
AP 00373991	10/19/2016	CRIME SCENE STERI-CLEAN LLC	1,080.00	0.00	1,080.00
AP 00373992	10/19/2016	CUCAMONGA VALLEY WATER DISTRICT	0.00	22,960.68	22,960.68
AP 00373993	10/19/2016	D & D SERVICES INC.	430.00	0.00	430.00
AP 00373994	10/19/2016	D AND K CONCRETE COMPANY	281.34	0.00	281.34
AP 00373995	10/19/2016	DANCE TERRIFIC	1,341.20	0.00	1,341.20
AP 00373996	10/19/2016	DANIELS TIRE SERVICE	0.00	11,872.41	11,872.41
AP 00373997	10/19/2016	DATA ARC LLC	994.36	0.00	994.36
AP 00373998	10/19/2016	DAVIS, SAM	865.55	0.00	865.55
AP 00373999	10/19/2016	DEPARTMENT OF CONSERVATION	5,835.92	0.00	5,835.92
AP 00374000	10/19/2016	DIAMOND ENVIRONMENTAL SERVICES	263.04	0.00	263.04
AP 00374001	10/19/2016	DUMBELL MAN FITNESS EQUIPMENT, THE	125.00	0.00	125.00
AP 00374002	10/19/2016	DUNN, ANN MARIE	108.00	0.00	108.00
AP 00374003	10/19/2016	EIDEN, EMILY	50.00	0.00	50.00
AP 00374004	10/19/2016	EMBROIDME	660.19	0.00	660.19
AP 00374005	10/19/2016	EUKON	1,118.00	0.00	1,118.00
AP 00374006	10/19/2016	EXPERIAN	52.00	0.00	52.00
AP 00374007	10/19/2016	EXPRESS BRAKE SUPPLY	64.79	0.00	64.79
AP 00374008	10/19/2016	FEDERAL EXPRESS CORP	11.50	0.00	11.50
AP 00374009	10/19/2016	FINCH, DONNA	55.73	0.00	55.73
AP 00374010	10/19/2016	FINCHER, VERONICA	139.34	0.00	139.34
AP 00374011	10/19/2016	FIRST CLASS HEATING & AIR	6,500.00	0.00	6,500.00
AP 00374012	10/19/2016	FLAG SYSTEMS INC.	3,400.00	0.00	3,400.00
AP 00374013	10/19/2016	FOUR POINTS BY SHERATON	698.95	0.00	698.95
AP 00374015	10/19/2016	FRONTIER COMM	3,275.41	1,654.88	4,930.29 ***
AP 00374016	10/19/2016	GALE/CENGAGE LEARNING	283.34	0.00	283.34
AP 00374017	10/19/2016	GATEWAY PET CEMETERY AND CREMATORY	245.00	0.00	245.00
AP 00374018	10/19/2016	GEOGRAPHICS	1,081.62	0.00	1,081.62
AP 00374019	10/19/2016	GILL, VEERPAL K	500.00	0.00	500.00
AP 00374020	10/19/2016	GIORDANO, MARIANNA	165.00	0.00	165.00
AP 00374021	10/19/2016	GOOD YEAR TIRE AND RUBBER CO.	712.85	0.00	712.85
AP 00374022	10/19/2016	GRAINGER	1,318.58	399.22	1,717.80 ***
AP 00374023	10/19/2016	GRAVES & KING LLP	462.50	0.00	462.50
AP 00374024	10/19/2016	GRAYBAR	298.93	0.00	298.93
AP 00374025	10/19/2016	HAAKER EQUIPMENT CO	169.47	0.00	169.47
AP 00374026	10/19/2016	HAZARD CONTROL TECHNOLOGIES	0.00	6,580.04	6,580.04

**CITY OF RANCHO CUCAMONGA
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AP 00374027	10/19/2016	HI WAY SAFETY INC	1,016.21	0.00	1,016.21
AP 00374028	10/19/2016	HILLS PET NUTRITION SALES INC	275.01	0.00	275.01
AP 00374029	10/19/2016	HOLT, RYAN	0.00	260.00	260.00
AP 00374030	10/19/2016	HOME DEPOT CREDIT SERVICES 645	1,208.89	0.00	1,208.89
AP 00374031	10/19/2016	HOYT LUMBER CO., SM	0.00	71.98	71.98
AP 00374032	10/19/2016	HUMANE SOCIETY OF SAN BERNARDINO VALLEY IN	350.00	0.00	350.00
AP 00374033	10/19/2016	INDERWIESCHE, MATT	852.00	0.00	852.00
AP 00374034	10/19/2016	INLAND PRESORT & MAILING SERVICES	35.65	0.00	35.65
AP 00374035	10/19/2016	JACOBSEN WEST	21.52	0.00	21.52
AP 00374036	10/19/2016	JOE RUBIO	100.00	0.00	100.00
AP 00374037	10/19/2016	JOHNNY ALLEN TENNIS ACADEMY	4,564.80	0.00	4,564.80
AP 00374038	10/19/2016	JOHNSON EQUIPMENT COMPANY	0.00	3,822.70	3,822.70
AP 00374039	10/19/2016	KRIEGER, ED	300.00	0.00	300.00
AP 00374040	10/19/2016	KVAC ENVIRONMENTAL SERVICES INC	0.00	50.00	50.00
AP 00374041	10/19/2016	LANTAI, KRIS	400.00	0.00	400.00
AP 00374042	10/19/2016	LEON, LYDIA	96.00	0.00	96.00
AP 00374043	10/19/2016	LICHTMAN, OFER	0.00	270.00	270.00
AP 00374044	10/19/2016	LIGHTHOUSE, THE	488.76	0.00	488.76
AP 00374045	10/19/2016	LIVE OAK DOG OBEDIENCE	252.00	0.00	252.00
AP 00374046	10/19/2016	LOPEZ, ANGEL	325.00	0.00	325.00
AP 00374047	10/19/2016	MAGDA, MARIUS	100.00	0.00	100.00
AP 00374048	10/19/2016	MANGO LANGUAGES	9,000.00	0.00	9,000.00
AP 00374049	10/19/2016	MARCO EQUIPMENT CO	991.27	0.00	991.27
AP 00374050	10/19/2016	MARIPOSA LANDSCAPES INC	134,912.29	0.00	134,912.29
AP 00374051	10/19/2016	MARK CHRISTOPHER INC	0.00	264.93	264.93
AP 00374052	10/19/2016	MARQUEZ, EMMANUEL E	634.50	0.00	634.50
AP 00374053	10/19/2016	MARQUEZ, JAMIE	56.02	0.00	56.02
AP 00374054	10/19/2016	MARY S ROBERTS SPAY/NEUTER CLINIC	50.00	0.00	50.00
AP 00374055	10/19/2016	MCMASTER CARR SUPPLY COMPANY	93.49	5.75	99.24 ***
AP 00374056	10/19/2016	MEDIWASTE DISPOSAL	43.75	0.00	43.75
AP 00374057	10/19/2016	MIDWEST TAPE	1,040.47	0.00	1,040.47
AP 00374058	10/19/2016	MIJAC ALARM COMPANY	0.00	177.00	177.00
AP 00374059	10/19/2016	MILKES, JEFF	655.41	0.00	655.41
AP 00374060	10/19/2016	MILLER ARCHITECTURAL CORP	0.00	6,000.00	6,000.00
AP 00374061	10/19/2016	MORRIS, RICHARD	138.60	0.00	138.60
AP 00374062	10/19/2016	MOST DEPENDABLE FOUNTAINS INC	117.84	0.00	117.84
AP 00374063	10/19/2016	MOUNTAIN VIEW SMALL ENG REPAIR	260.34	0.00	260.34
AP 00374064	10/19/2016	MUSICSTAR	360.00	0.00	360.00
AP 00374065	10/19/2016	NAPA AUTO PARTS	124.86	263.96	388.82 ***
AP 00374066	10/19/2016	NEXTEL COMMUNICATIONS	0.00	131.97	131.97
AP 00374067	10/19/2016	OCLC INC	53.53	0.00	53.53
AP 00374068	10/19/2016	OFFICE DEPOT	1,749.94	0.00	1,749.94
AP 00374069	10/19/2016	ONTARIO WINNELSON CO	934.19	0.00	934.19
AP 00374070	10/19/2016	ONTRAC	57.59	0.00	57.59
AP 00374071	10/19/2016	ONWARD ENGINEERING	17,221.79	0.00	17,221.79
AP 00374072	10/19/2016	OPARC	396.00	0.00	396.00
AP 00374073	10/19/2016	PACIFIC UTILITY INSTALLATION INC	11,735.00	0.00	11,735.00

**CITY OF RANCHO CUCAMONGA
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AP 00374074	10/19/2016	PATCHETT & ASSOCIATES	5,552.40	0.00	5,552.40
AP 00374075	10/19/2016	PEPSI-COLA	424.18	0.00	424.18
AP 00374076	10/19/2016	PITASSI ARCHITECTS INC	1,550.00	0.00	1,550.00
AP 00374077	10/19/2016	PRIME GLASS	220.40	0.00	220.40
AP 00374078	10/19/2016	PRINTERS, THE	648.00	0.00	648.00
AP 00374079	10/19/2016	PSA PRINT GROUP	343.44	0.00	343.44
AP 00374080	10/19/2016	PUBLIC SURPLUS	3,017.70	0.00	3,017.70
AP 00374081	10/19/2016	RBM LOCK AND KEY SERVICE	7.56	0.00	7.56
AP 00374082	10/19/2016	REGENCY ENTERPRISES INC	63.72	0.00	63.72
AP 00374083	10/19/2016	RIALTO ANIMAL HOSPITAL	50.00	0.00	50.00
AP 00374084	10/19/2016	RIVERA, JANA E	75.00	0.00	75.00
AP 00374085	10/19/2016	ROADRUNNER PHARMACY	498.69	0.00	498.69
AP 00374086	10/19/2016	ROGUE VALLEY QUAIL & FEEDER MICE INC	67.79	0.00	67.79
AP 00374087	10/19/2016	ROTO ROOTER	495.00	165.00	660.00 ***
AP 00374088	10/19/2016	RSB GROUP INC	112,966.87	0.00	112,966.87
AP 00374089	10/19/2016	RUGG, KEVIN	20.00	0.00	20.00
AP 00374090	10/19/2016	SAMS CLUB/SYNCHRONY BANK	2,778.35	0.00	2,778.35
AP 00374091	10/19/2016	SAN BERNARDINO COUNTY REGISTRAR OF VOTERS	163,875.44	0.00	163,875.44
AP 00374092	10/19/2016	SAN BERNARDINO, CITY OF	957.22	0.00	957.22
AP 00374093	10/19/2016	SC FUELS	0.00	4,527.71	4,527.71
AP 00374094	10/19/2016	SCOTT, APRIL	351.00	0.00	351.00
AP 00374095	10/19/2016	SEUI, LIANNA	250.00	0.00	250.00
AP 00374096	10/19/2016	SHRED PROS	0.00	35.00	35.00
AP 00374097	10/19/2016	SIEMENS INDUSTRY INC	255,223.68	0.00	255,223.68
AP 00374098	10/19/2016	SIGMANET	8,800.00	0.00	8,800.00
AP 00374099	10/19/2016	SITEONE LANDSCAPE SUPPLY LLC	1,127.85	0.00	1,127.85
AP 00374100	10/19/2016	SMARTLITE	395.00	0.00	395.00
AP 00374101	10/19/2016	SOUTH COAST AQMD	0.00	1,063.33	1,063.33
AP 00374102	10/19/2016	SOUTH COAST AQMD	261.14	0.00	261.14
AP 00374107	10/19/2016	SOUTHERN CALIFORNIA EDISON	199,745.39	0.00	199,745.39
AP 00374108	10/19/2016	SOUTHLAND FARMERS MARKET ASSOC INC	200.00	0.00	200.00
AP 00374109	10/19/2016	SOUTHLAND SPORTS OFFICIALS	1,180.00	0.00	1,180.00
AP 00374110	10/19/2016	SPARKLETTS	76.00	0.00	76.00
AP 00374111	10/19/2016	STREAMLINE PRESS INC	137.16	0.00	137.16
AP 00374112	10/19/2016	SUN BADGE CO	0.00	856.79	856.79
AP 00374113	10/19/2016	SUNGARD PUBLIC SECTOR INC	87,026.37	0.00	87,026.37
AP 00374114	10/19/2016	TERRY M HILL & ASSOCIATES INC	20,000.00	0.00	20,000.00
AP 00374115	10/19/2016	THOMPSON PLUMBING SUPPLY	14.13	0.00	14.13
AP 00374116	10/19/2016	TIGER ELECTRIC INC	115.00	0.00	115.00
AP 00374117	10/19/2016	TRISTAN, ELSA	49.54	0.00	49.54
AP 00374118	10/19/2016	TULAO, LORCELI	22.83	0.00	22.83
AP 00374119	10/19/2016	U.S. BANK PARS ACCT #6746022500	10,487.44	0.00	10,487.44
AP 00374120	10/19/2016	U.S. BANK PARS ACCT #6746022500	653.19	0.00	653.19
AP 00374121	10/19/2016	UNITED PACIFIC SERVICES INC	98,835.00	0.00	98,835.00
AP 00374122	10/19/2016	UNITED SITE SERVICES OF CA INC	230.52	0.00	230.52
AP 00374123	10/19/2016	UPS	48.63	0.00	48.63
AP 00374124	10/19/2016	URREGO, CLAUDIA	99.61	0.00	99.61

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AP 00374125	10/19/2016	USPS	1,703.98	0.00	1,703.98
AP 00374126	10/19/2016	UTILIQUEST	758.70	0.00	758.70
AP 00374127	10/19/2016	VALLEY POWER SYSTEMS INC	0.00	4,241.17	4,241.17
AP 00374128	10/19/2016	VERIZON	23.06	0.00	23.06
AP 00374129	10/19/2016	VICTOR MEDICAL COMPANY	8,990.55	0.00	8,990.55
AP 00374130	10/19/2016	VIRTUAL PROJECT MANAGER INC	500.00	0.00	500.00
AP 00374131	10/19/2016	VISION SERVICE PLAN CA	11,191.12	0.00	11,191.12
AP 00374132	10/19/2016	VORTEX INDUSTRIES INC	709.00	4,910.53	5,619.53 ***
AP 00374133	10/19/2016	WALTERS WHOLESALE ELECTRIC CO	1,144.79	0.00	1,144.79
AP 00374134	10/19/2016	WAXIE SANITARY SUPPLY	2,882.54	0.00	2,882.54
AP 00374135	10/19/2016	WESTRUX INTERNATIONAL INC	0.00	606.31	606.31
AP 00374136	10/19/2016	WILSON & BELL AUTO SERVICE	0.00	2,728.47	2,728.47
AP 00374137	10/19/2016	WORD MILL PUBLISHING	1,600.00	0.00	1,600.00
AP 00374138	10/19/2016	WORLD ELITE GYMNASTICS	266.00	0.00	266.00
AP 00374139	10/19/2016	XMEDIUS	781.20	0.00	781.20
AP 00374140	10/19/2016	ZOETIS US LLC	1,115.56	0.00	1,115.56
AP 00374141	10/20/2016	ABC LOCKSMITHS	1,062.68	0.00	1,062.68
AP 00374142	10/20/2016	AIRGAS USA LLC	0.00	257.10	257.10
AP 00374145	10/20/2016	BRODART BOOKS	3,930.83	0.00	3,930.83
AP 00374146	10/20/2016	CITRUS MOTORS ONTARIO INC	0.00	125.12	125.12
AP 00374147	10/20/2016	DUNN EDWARDS CORPORATION	0.00	307.64	307.64
AP 00374148	10/20/2016	EMCOR SERVICE	14,570.50	430.00	15,000.50 ***
AP 00374149	10/20/2016	EWING IRRIGATION PRODUCTS	1,016.04	0.00	1,016.04
AP 00374150	10/20/2016	FORD OF UPLAND INC	1,980.29	0.00	1,980.29
AP 00374151	10/20/2016	GENERATOR SERVICES CO	1,108.77	0.00	1,108.77
AP 00374152	10/20/2016	HOLLIDAY ROCK CO INC	3,789.10	0.00	3,789.10
AP 00374153	10/20/2016	IMPERIAL SPRINKLER SUPPLY INC	1,306.37	0.00	1,306.37
AP 00374154	10/20/2016	INLAND VALLEY DAILY BULLETIN	2,726.38	0.00	2,726.38
AP 00374155	10/20/2016	INTERSTATE BATTERIES	146.98	0.00	146.98
AP 00374156	10/20/2016	KME FIRE APPARATUS	0.00	228.96	228.96
AP 00374157	10/20/2016	LANDCARE USA LLC	52,324.73	0.00	52,324.73
AP 00374158	10/20/2016	LEVEL 3 COMMUNICATIONS LLC	1,409.75	0.00	1,409.75
AP 00374159	10/20/2016	LIMS AUTO INC	1,336.18	0.00	1,336.18
AP 00374160	10/20/2016	NEC CORPORATION OF AMERICA	210.00	0.00	210.00
AP 00374161	10/20/2016	ORKIN PEST CONTROL	268.64	0.00	268.64
AP 00374162	10/20/2016	SUNRISE FORD	81.03	0.00	81.03
AP 00374163	10/20/2016	AIRGAS USA LLC	352.08	0.00	352.08
AP 00374164	10/24/2016	CURATALO, JAMES	0.00	1,608.97	1,608.97
AP 00374165	10/24/2016	LONCAR, PHILIP	0.00	962.66	962.66
AP 00374166	10/24/2016	TOWNSEND, JAMES	0.00	1,608.97	1,608.97
AP 00374167	10/24/2016	WALKER, KENNETH	0.00	283.04	283.04

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				Total City:	\$3,318,076.55
				Total Fire:	\$313,158.37
				Grand Total:	<u>\$3,631,234.92</u>

Note:

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

STAFF REPORT

RANCHO CUCAMONGA FIRE PROTECTION DISTRICT



Date: November 2, 2016

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

From: Mike Costello, Fire Chief *mc*

By: Ivan Rojer, Deputy Fire Chief
Pamela Pane, Management Analyst III *PP*

Subject: CONSIDERATION OF APPROVAL OF THE FIRE MUTUAL AID & AUTOMATIC AID AGREEMENT, BETWEEN THE RANCHO CUCAMONGA FIRE PROTECTION DISTRICT AND THE CITY OF ONTARIO, RELATED TO TACTICAL INCIDENT RESPONSE AND GRANT THE CITY MANAGER SIGNING AUTHORITY FOR SIMILAR AGREEMENTS WITH OTHER PUBLIC AGENCIES, IN A FORM ACCEPTABLE TO THE CITY ATTORNEY

RECOMMENDATION

Fire District staff recommends approval of the Fire Mutual Aid & Automatic Aid Agreement (Agreement), between the Rancho Cucamonga Fire Protection District and the City of Ontario, related to Tactical Incident Response. Staff also recommends the Fire Board grant the City Manager signing authority for similar agreements with other public agencies, in a form acceptable to the City Attorney, without further Fire Board approval.

BACKGROUND

When the lives of multiple people are at stake, as in an active shooter environment, barricaded suspect, hostage situation or terrorist attack, the need to enter a relatively safe scene under force protection may occur. In these situations, the primary objective is providing point of wound care to victims that otherwise would have perished from preventable death injuries. If a tactical incident should arise, this Agreement will expedite the approval and dispatch call processing timeframes allowing each city to call upon one another to respond with a Tactical Response Company. The Tactical Response Company must consist of a fire crew who are trained and equipped to respond to tactical response incidents.

Subject to other resource demands, the requesting city is responsible for providing force protection, which consists of law enforcement personnel trained to be deployed and provide assistance in an indirect threat area or warm zone of a tactical incident. This Agreement also calls for on-going training efforts and communication coordination amongst the parties.

In enacting AB 1598, (Emergency Response Services: Active Shooter Incidents) the Legislature prescribed that protocols and training for response to active shooter incidents must be established locally to work within the resource capabilities and limitations of each jurisdiction. The legislature intended AB1598 to do the following:

- Require the development of collaborative protocols and relationships between local and state first response entities, including law enforcement agencies, fire departments, and emergency medical services providers and agencies, in order that those entities shall act effectively and in concert to address active shooter incidents across California.
- Require first response entities to seek collaborative training opportunities, including, but not limited to: table top or simulation exercises, to assess plan implementations, and to include other entities that may be involved in active shooter incidents in those trainings, such as schools, city or county personnel, and private businesses.
- Require basic and ongoing training for law enforcement agency personnel, fire department personnel, emergency medical services personnel, and the personnel for other first responders include, as appropriate, training and education on active shooter incidents and tactical casualty care.

In addition, protocols must be reviewed annually to ensure that they are current. At that time, any policy, geographic, or demographic changes that warrant a response strategy review will be addressed. The Legislature intended that the protocols address all of the following:

- The roles, responsibilities, and policies of each entity in responding to an active shooter incident.
- Pre-assessment and contingency planning that includes identification of potential targets within the jurisdiction.
- Implementation of an Incident Command System (ICS), including emergency protocols for a unified command structure for entities responding to an active shooter incident.
- Interagency communication issues and needs, including, but not limited to, radio interoperability and establishment of common language, terms, and definitions to be used on the scene of an active shooter incident.
- Identification of resources for responding to an active shooter incident, including, but not limited to, primary and secondary needs and hospitals.
- Tactical deployment of available resources for responding to an active shooter incident.
- Emergency treatment and extraction of persons injured in an active shooter incident.

FISCAL IMPACT

Approving this Agreement has no direct fiscal impact to the Fire District.

Local needs not met by the California Fire Service and Rescue Emergency Mutual Aid Plan should be resolved through development of local automatic or mutual aid agreements. Approving this Agreement may have an indirect fiscal impact to the Fire District according to the fundamentals of the California Master Mutual Aid System. The request for mutual aid will be provided with no financial reimbursement, however based on the duration and complexity of an incident, agencies receiving mutual aid are responsible for logistical support to all mutual aid personnel and equipment.

FIRE MUTUAL AID & AUTOMATIC AID AGREEMENT, BETWEEN THE RANCHO CUCAMONGA
FIRE PROTECTION DISTRICT AND THE CITY OF ONTARIO

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NOVEMBER 2, 2016

CONCLUSION

The attached Agreement, and any future similar agreements, will support the intent of AB1598. It will also support the City's goal to promote public safety, as the City will have outside resources accessible for the timely delivery of police and fire services to our community in the event of a tactical incident response. This Agreement will be utilized as the model for future agreements with other public agencies; the Fire District also requests the Fire Board grant the City Manager signing authority in the form acceptable to the City Attorney, without further Fire Board approval.

Attachment: Fire Mutual Aid & Automatic Aid Agreement

**FIRE MUTUAL AID & AUTOMATIC AID AGREEMENT
RANCHO CUCAMONGA FIRE PROTECTION DISTRICT AND CITY OF ONTARIO
(TACTICAL RESPONSE)**

1. PARTIES AND DATE.

This Mutual Aid & Automatic Aid Agreement (“Agreement”) is made and entered into this 2nd day of November, 2016 by and between the Rancho Cucamonga Fire Protection District (hereinafter called “RCFPD”) and the City of Ontario (hereinafter called “Ontario”). Ontario and RCFPD may be referred to individually as “Party” or collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Fire Departments. Both Parties maintain, as part of their public and municipal or district services, an organized and equipped fire department charged with the duty of fire protection, rescue, emergency medical care and other emergency services within their respective jurisdictions.

2.2 Mutual Aid. The Parties believe that entering into this Agreement will enhance the level of service provided to each of their respective jurisdictions, by further defining the terms and conditions for the effective provision of such services. Each Party believes that it is to their benefit that the services of the other Party be, in some circumstances, extended into their jurisdiction.

2.3 Automatic Aid. The Parties agree that it is in the best interest of each jurisdiction to enhance an emergency response to a Tactical Incident by making resources, as defined by this Agreement, available from each agency on a pre-authorized or “automatic-aid” basis. The Parties therefore authorize the respective Fire Chiefs of each agency to formulate such responses and monitor and adjust response districts whenever necessary to fulfill the intent of this Agreement.

2.4 Tactical Response. As further defined and provided for herein, each Party shall provide to the other Party, when available, a Tactical Response Company and Force Protection; or a Tactical Response Company that can be teamed with law enforcement in the requesting Party’s jurisdiction to establish a Rescue Task Force for an immediate response to a Tactical Incident.

2.5 Limitations on Response. The Parties acknowledge and agree that each responding Party’s response to a request for assistance, as well as each requesting Party’s ability to provide Force Protection, may be delayed or denied, depending on existing emergencies or other demands on equipment or manpower within their jurisdictions.

2.6 Authority. The Parties are authorized to enter into mutual aid and automatic aid agreements pursuant to the California Emergency Services Act, including but not limited to, California Government Code Sections 8550, 8551, 8559, 8560, 8561, 8605, 8617, and 8618.

2.7 Incident Command System. The Parties agree that responses pursuant to this Agreement will utilize the Incident Command System to manage resources assigned to a Tactical Incident, as defined by this Agreement; and to facilitate cost recovery for an Incident as may be provided by, but not limited to, Government Codes Sections 8633 and 8645.

3. TERMS.

3.1 Definitions. As used herein, the following terms shall apply:

- (A) Chief Officer. The term “Chief Officer” shall mean a fire department employee of a Party who holds the rank of Battalion Chief or above.
- (B) Cold Zone. The term “Cold Zone” means the area where no significant danger or threat can be reasonable anticipated. Determined by utilizing distance, geographic location or terrain with respect to the type of firepower or explosive potential, the Cold Zone is the appropriate place for the location of the incident command post, treatment areas, staging and logistical functions of the incident.
- (C) Force Protection. The term “Force Protection” shall mean law enforcement personnel with basic rescue task force training who provide protection to the Tactical Response Company during a Tactical Incident.
- (D) Hot Zone. The term “Hot Zone” means the area where a direct and immediate threat exist based on the complexity and circumstances of the incident as determined by law enforcement. An area within the range of direct gunfire or explosive devices or an unsecured or unsearched area where a suspect could be hiding is considered a Hot Zone. For the purposes of this Agreement, only properly trained and equipped SWAT paramedics should be operating within the Hot Zone.
- (E) Rescue Task Force. The term “Rescue Task Force” shall mean a team, made up of a Tactical Response Company and Force Protection, which is deployed in a Warm Zone of an on-going Tactical Incident to provide care to victims.
- (F) Tactical Incident. The term “Tactical Incident” shall mean any incident that poses an actual or imminent threat to the public safety and involves deadly weapons, including, without limitation, ballistics or explosives, and multiple actual or potential victims.
- (G) Tactical Response Company. The term “Tactical Response Company” shall mean a trained and equipped fire company of at least three (3) firefighters, one (1) of whom is a company officer, and one (1) of whom is a paramedic, trained and equipped to respond to a Tactical Incident in accordance with applicable laws, rules and regulations.
- (H) Warm Zone. The term “Warm Zone” means the area where a potential threat exists, but that threat is not direct or immediate. An area that has

been already searched by law enforcement is considered to be a Warm Zone. The threat still exists elsewhere in the location, but law enforcement has cleared an area to which properly trained and equipped fire/EMS personnel may be brought in to render lifesaving interventions to injured victims.

3.2 Mutual Aid & Automatic Aid - Emergency Tactical Response. Contingent upon availability, as further discussed in this Agreement, each Party may provide emergency tactical response services to the other Party as follows:

3.2.1 Tactical Response Company. When requested by a Party, the responding Party may respond to a Tactical Incident within the jurisdiction of the requesting Party with a minimum of one (1) Tactical Response Company and when available, force protection for each Company.

3.2.2 Chief Officer. When responding, each Party may send a Chief Officer as the Party's representative at the Tactical Incident scene.

3.2.3 Force Protection. The requesting Party shall be responsible for providing Force Protection to the Tactical Response Companies at the Tactical Incident scene, thus forming one or more Rescue Task Forces. Notwithstanding the foregoing, the Parties understand, acknowledge and agree that Force Protection is contingent on the availability of the requesting Party's police department, is outside the control of this Agreement, and that the lack of Force Protection shall not inhibit a Party's response as provided for in Section 3.2.1 above.

3.2.3.1 Notwithstanding Section 3.2.3 above, nothing in this Agreement shall prevent the responding Party from providing its own Force Protection using the responding Party's police or sheriff's department.

3.3 Training. The Parties agree that joint training is beneficial to both Parties, and thus each Party agrees at their own cost and expense to have at least one (1) of its Tactical Response Companies participate in joint training within the other's jurisdiction at least once annually. The dates, times, locations, durations and nature of the training sessions shall be subject to the mutual agreement of the Parties. The host Party shall be responsible for all costs of the training exercises, other than all personnel and related costs for the other Party to send their personnel to the training.

3.4 Communications. Both Parties agree to utilize the assigned tactical and/or command channel when responding to requests for assistance pursuant to this Agreement. If the responding party does not possess the ability to communicate on the requesting party's frequency (ies), the requesting party shall provide the ability to communicate on the incident.

3.5 Limitations on Response. Each Party's obligations hereunder, both with respect to a Tactical Response Company and Force Protection, shall be expressly contingent upon staffing demands and availability, equipment availability, and existing fire and other emergency conditions within its jurisdiction, as determined by each Party in its sole and absolute discretion.

Each Party's response within the jurisdictional limits of the other Party may not interfere with the responding Party's responsibility or ability to respond to emergencies or other calls within its own jurisdictional area.

3.6 Dispatch Services. Each Party will be responsible for providing, or contracting for the provision of, dispatch services for its own equipment and staffing for all incidents for which it is responsible under this Agreement.

3.7 Policies and Procedures. The Fire Chiefs or their designees shall determine the specific details of the services to be provided by the Parties, as well as the general operational policies and procedures which may be necessary to effectuate this Agreement. The Fire Chiefs or their designees shall meet at least annually for the purpose of considering revisions to these policies and procedures. Each Party agrees to work with each other in the performance of this Agreement, to be available to each other at all reasonable times, and to take all further actions necessary and reasonable to implement the full intent of this Agreement.

3.8 Insurance. Each Party shall maintain worker's compensation insurance or self-insurance for their own employees, without cost to the other Party. In addition, each Party shall provide its own insurance or self-insurance for its own apparatus, equipment and employees, including general liability insurance and automobile insurance.

3.9 Independent Contractor Status. Each Party shall pay all wages, salaries, and other amounts due to their personnel in connection with any and all services under this Agreement and as required by law. Each Party shall be responsible for all reports and obligations respecting their own personnel, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance. Employees or agents of one Party shall not be deemed employees of the other for any purpose.

3.10 Compensation. No payment shall be made between the Parties as compensation for any services performed pursuant to this Agreement. Should either Party pursue cost recovery, as allowed by Health and Safety Code Section 13009 or other applicable law as amended from time to time, then that Party shall bill on behalf of the responding Party for all of its reimbursable costs and expenses incurred in responding to the incident. Upon receipt of funds due to the responding Party, the billing Party shall then pay any such funds directly to the responding Party. All fees, expenses, and other costs related to such reimbursement collection and enforcement shall be borne solely by the billing Party. Each Party shall also be reimbursed pursuant to any false alarm ordinance the other Party may have in place now or in the future.

3.11 Indemnification. Pursuant to California Government Code Section 895 et seq., each Party agrees to defend, indemnify, and hold each other, their elected officials, officers, employees, contractors, volunteers, and agencies mutually free and harmless from any and all claims, demands, causes of action, costs, expenses, losses, damages, injuries or liabilities, including attorney's fees, arising from their own performance of this Agreement, except to the extent that such liability is caused by the negligence, gross negligence, or willful misconduct of the other Party.

3.12 Representatives. The Parties hereby designate their Fire Chiefs, or their designees, to act as their representatives for the performance of this Agreement. Each representative shall have the power to act on behalf of their respective Party for all purposes under this Agreement.

3.13 Term; Termination. This Agreement shall be effective as of the day and year hereinabove first written, and shall continue until terminated by either Party by giving thirty (30) days' notice, in writing, to the other Party.

3.14 Notices. Any notices required to be given under this Agreement shall be deemed to have been properly delivered, served, or given for all purposes when personally delivered to the Party to whom it is directed, or in lieu of such personal service, when mailed, postage prepaid to the following addresses:

RANCHO CUCAMONGA	ONTARIO
Mike Costello, Fire Chief Rancho Cucamonga FPD 10500 Civic Center Drive Rancho Cucamonga, CA 91730	Rob Elwell, Fire Chief Ontario Fire Department 415 E. "B" Street Ontario, CA 91764

Any Party may change its address for the purpose of this paragraph by giving written notice of such change in the manner prescribed by this paragraph.

3.15 Third Party Rights. The Parties agree that the provisions of this Agreement are not intended to create or clarify any rights in third parties not a Party to this Agreement. In addition, no third party shall have any right of action hereunder. This Agreement shall not be enforceable by any parties other than the Parties.

3.16 Privileges and Immunities. All privileges and immunities of the Parties provided by state or federal law shall remain in full force and effect, including but not limited to Government Codes Sections 850.6, 8655, 8656, 53023, and 55634; and Health and Safety Code Sections 1799.106, 1799.107, and 1799.108.

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

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

3.19 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County.

3.20 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties, and shall not be assigned by either Party without the prior written consent of the other.

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

3.22 Severability. In the event that any provision or portion of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision or portion shall be severable from this Agreement, such invalidity, illegality or unenforceability shall not be construed to have any effect on the validity, legality or enforceability of the remaining provisions or portions of this Agreement.

3.22 Emergency Medical Services. This Agreement shall not constitute a waiver, abrogation or modification of any rights or duties possessed by the respective parties under California Health and Safety Code section 1797.201.

[SIGNATURES ON FOLLOWING 2 PAGES]

**RANCHO CUCAMONGA'S SIGNATURE PAGE FOR
FIRE MUTUAL AID & AUTOMATIC AID AGREEMENT
CITY OF RANCHO CUCAMONGA FIRE PROTECTION DISTRICT
AND CITY OF ONTARIO**

(TACTICAL RESPONSE)

RANCHO CUCAMONGA FIRE PROTECTION DISTRICT

By: _____
L. Dennis Michael
Board President

Attest:

Janice C. Reynolds
Board Clerk

Approved as to Form:

Jim Markman
RCFPD Counsel

**ONTARIO'S SIGNATURE PAGE FOR
FIRE MUTUAL AID & AUTOMATIC AID AGREEMENT
CITY OF RANCHO CUCAMONGA AND CITY OF ONTARIO**

(TACTICAL RESPONSE)

CITY OF ONTARIO

By:

[**INSERT NAME**]
[**INSERT TITLE**]

Attest:

[**INSERT NAME**]
[**INSERT TITLE**]

Approved as to Form:

Best, Best & Krieger LLP
City Attorney

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

Agenda Check Register
10/11/2016 through 10/24/2016

<u>Check No.</u>	<u>Check Date</u>	<u>Vendor Name</u>	<u>City</u>	<u>Fire</u>	<u>Amount</u>
AP 00006474	10/12/2016	CALIF GOVERNMENT VEBA/RANCHO CUCAMONGA	10,425.00	0.00	10,425.00
AP 00006475	10/12/2016	CHAFFEY JOINT UNION HS DISTRICT	4,024.00	0.00	4,024.00
AP 00006476	10/12/2016	RCCEA	1,668.00	0.00	1,668.00
AP 00006477	10/12/2016	RCPFA	11,070.37	0.00	11,070.37
AP 00006478	10/12/2016	SAN BERNARDINO COUNTY	1,666.00	0.00	1,666.00
AP 00006479	10/12/2016	SEMPRA GENERATION LLC	19,180.00	0.00	19,180.00
AP 00006480	10/19/2016	CITIGROUP ENERGY INC	351,057.80	0.00	351,057.80
AP 00006481	10/19/2016	FORTISTAR METHANE GROUP LLC	78,770.91	0.00	78,770.91
AP 00006482	10/19/2016	RE ASTORIA 2 LLC	21,126.86	0.00	21,126.86
AP 00006483	10/19/2016	RIVERSIDE, CITY OF	6,484.00	0.00	6,484.00
AP 00006484	10/19/2016	SAN BERNARDINO COUNTY	21.00	0.00	21.00
AP 00006485	10/24/2016	AHUMADA, ALEXANDER R	0.00	691.08	691.08
AP 00006486	10/24/2016	ALMAND, LLOYD	0.00	691.08	691.08
AP 00006487	10/24/2016	BANTAU, VICTORIA	0.00	949.96	949.96
AP 00006488	10/24/2016	BAZAL, SUSAN	0.00	979.53	979.53
AP 00006489	10/24/2016	BELL, MICHAEL L.	0.00	1,208.82	1,208.82
AP 00006490	10/24/2016	BERRY, DAVID	0.00	962.66	962.66
AP 00006491	10/24/2016	BROCK, ROBIN	0.00	949.95	949.95
AP 00006492	10/24/2016	CAMPBELL, GERALD	0.00	716.06	716.06
AP 00006493	10/24/2016	CARNES, KENNETH	0.00	469.46	469.46
AP 00006494	10/24/2016	CLABBY, RICHARD	0.00	962.66	962.66
AP 00006495	10/24/2016	CORCORAN, ROBERT	0.00	541.91	541.91
AP 00006496	10/24/2016	COX, KARL	0.00	691.08	691.08
AP 00006497	10/24/2016	CRANE, RALPH	0.00	979.53	979.53
AP 00006498	10/24/2016	CROSSLAND, WILBUR	0.00	469.46	469.46
AP 00006499	10/24/2016	DAGUE, JAMES	0.00	1,208.82	1,208.82
AP 00006500	10/24/2016	DE ANTONIO, SUSAN	0.00	541.91	541.91
AP 00006501	10/24/2016	DEANS, JACKIE	0.00	571.49	571.49
AP 00006502	10/24/2016	DOMINICK, SAMUEL A.	0.00	949.95	949.95
AP 00006503	10/24/2016	EAGLESON, MICHAEL	0.00	1,208.82	1,208.82
AP 00006504	10/24/2016	FRITCHEY, JOHN D.	0.00	469.46	469.46
AP 00006505	10/24/2016	HEYDE, DONALD	0.00	1,208.82	1,208.82
AP 00006506	10/24/2016	INTERLICCHIA, ROSALYN	0.00	1,208.82	1,208.82
AP 00006507	10/24/2016	KILMER, STEPHEN	0.00	1,288.96	1,288.96
AP 00006508	10/24/2016	LANE, WILLIAM	0.00	1,208.82	1,208.82
AP 00006509	10/24/2016	LEE, ALLAN J.	0.00	1,242.42	1,242.42
AP 00006510	10/24/2016	LENZE, PAUL E	0.00	1,008.06	1,008.06
AP 00006511	10/24/2016	LONGO, JOE	0.00	172.23	172.23
AP 00006512	10/24/2016	LUTTRULL, DARRELL	0.00	469.46	469.46
AP 00006513	10/24/2016	MACKALL, BENJAMIN	0.00	716.06	716.06
AP 00006514	10/24/2016	MAYFIELD, RON	0.00	1,267.98	1,267.98
AP 00006515	10/24/2016	MCKEE, JOHN	0.00	691.08	691.08
AP 00006516	10/24/2016	MCNEIL, KENNETH	0.00	691.08	691.08
AP 00006517	10/24/2016	MICHAEL, L. DENNIS	0.00	949.95	949.95
AP 00006518	10/24/2016	MORGAN, BYRON	0.00	2,293.75	2,293.75
AP 00006519	10/24/2016	MYSKOW, DENNIS	0.00	962.66	962.66
AP 00006520	10/24/2016	NAUMAN, MICHAEL	0.00	469.46	469.46

**CITY OF RANCHO CUCAMONGA
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AP 00006521	10/24/2016	NEE, RON	0.00	1,685.87	1,685.87
AP 00006522	10/24/2016	NELSON, MARY JANE	0.00	172.23	172.23
AP 00006523	10/24/2016	O'BRIEN, TOM	0.00	1,608.97	1,608.97
AP 00006524	10/24/2016	PLOUNG, MICHAEL J	0.00	607.76	607.76
AP 00006525	10/24/2016	POST, MICHAEL R	0.00	1,500.81	1,500.81
AP 00006526	10/24/2016	PROULX, PATRICK	0.00	1,608.97	1,608.97
AP 00006527	10/24/2016	ROEDER, JEFF	0.00	1,208.82	1,208.82
AP 00006528	10/24/2016	SALISBURY, THOMAS	0.00	691.08	691.08
AP 00006529	10/24/2016	SMITH, RONALD	0.00	716.06	716.06
AP 00006530	10/24/2016	SPAGNOLO, SAM	0.00	469.46	469.46
AP 00006531	10/24/2016	SPAIN, WILLIAM	0.00	716.06	716.06
AP 00006532	10/24/2016	SULLIVAN, JAMES	0.00	469.46	469.46
AP 00006533	10/24/2016	TAYLOR, STEVE	0.00	1,347.98	1,347.98
AP 00006534	10/24/2016	TULEY, TERRY	0.00	1,208.82	1,208.82
AP 00006535	10/24/2016	VANDERKALLEN, FRANCIS	0.00	1,044.54	1,044.54
AP 00006536	10/24/2016	WALTON, KEVIN	0.00	1,288.96	1,288.96
AP 00006537	10/24/2016	YOWELL, TIMOTHY A	0.00	1,267.98	1,267.98
AP 00373704	10/12/2016	10-8 RETROFIT INC.	1,204.56	0.00	1,204.56
AP 00373705	10/12/2016	A AND R TIRE SERVICE	1,170.88	0.00	1,170.88
AP 00373706	10/12/2016	ABLE BUILDING MAINTENANCE	1,720.15	0.00	1,720.15
AP 00373707	10/12/2016	ACEY DECY EQUIPMENT INC.	480.32	0.00	480.32
AP 00373708	10/12/2016	ADAPT CONSULTING INC	485.98	0.00	485.98
AP 00373709	10/12/2016	AFLAC GROUP INSURANCE	79.40	0.00	79.40
AP 00373710	10/12/2016	ALBERT A. WEBB	312.50	0.00	312.50
AP 00373711	10/12/2016	ALDEREI, MOHAMMED	38.60	0.00	38.60
AP 00373712	10/12/2016	ALL WELDING	13,531.84	0.00	13,531.84
AP 00373713	10/12/2016	ALLIANCE BUS LINES INC	9,509.73	0.00	9,509.73
AP 00373714	10/12/2016	ALLIED BARTON SECURITY SERVICES LLC	27,457.50	0.00	27,457.50
AP 00373715	10/12/2016	ALLIED NETWORK SOLUTIONS INC	2,203.20	0.00	2,203.20
AP 00373716	10/12/2016	AMTECH ELEVATOR SERVICES	690.00	0.00	690.00
AP 00373717	10/12/2016	ANTECH DIAGNOSTICS	1,199.00	0.00	1,199.00
AP 00373718	10/12/2016	APPCITYLIFE INC.	4,973.50	0.00	4,973.50
AP 00373719	10/12/2016	APPLIED METERING TECHNOLOGIES INC	11,617.50	0.00	11,617.50
AP 00373720	10/12/2016	ARANA, JONATHON	370.50	0.00	370.50
AP 00373721	10/12/2016	AREAA INLAND EMPIRE	535.00	0.00	535.00
AP 00373722	10/12/2016	AT&T MOBILITY	0.00	83.30	83.30
AP 00373723	10/12/2016	AUNTIE M CREATIVE CONSULTANTS INC.	1,284.06	0.00	1,284.06
AP 00373724	10/12/2016	BARNES AND NOBLE	443.52	0.00	443.52
AP 00373725	10/12/2016	BARTEL ASSOCIATES LLC	0.00	1,960.00	1,960.00
AP 00373726	10/12/2016	BATTY, SHIRLEY	500.00	0.00	500.00
AP 00373727	10/12/2016	BELTRAN, OSBALDO ALVARADO	432.00	0.00	432.00
AP 00373728	10/12/2016	BLR	1,051.46	0.00	1,051.46
AP 00373729	10/12/2016	BOONE, MARTHA	5.19	0.00	5.19
AP 00373730	10/12/2016	BRIGHTVIEW LANDSCAPE SERVICES INC.	18,194.17	0.00	18,194.17
AP 00373731	10/12/2016	BUREAU VERITAS NORTH AMERICA INC	532.74	0.00	532.74
AP 00373733	10/12/2016	C V W D	54,782.42	1,299.23	56,081.65 ***
AP 00373734	10/12/2016	CALIFORNIA, STATE OF	233.59	0.00	233.59

**CITY OF RANCHO CUCAMONGA
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AP 00373735	10/12/2016	CALIFORNIA, STATE OF	75.00	0.00	75.00
AP 00373736	10/12/2016	CALIFORNIA, STATE OF	2,100.00	0.00	2,100.00
AP 00373737	10/12/2016	CAMASTRA, MARY ANN	5.19	0.00	5.19
AP 00373738	10/12/2016	CAPITAL ONE COMMERCIAL	1,693.11	0.00	1,693.11
AP 00373739	10/12/2016	CAPITAL ONE COMMERCIAL	0.00	414.30	414.30
AP 00373740	10/12/2016	CARQUEST AUTO PARTS	43.41	162.25	205.66 ***
AP 00373741	10/12/2016	CHENG, LONGSHENG	58.89	0.00	58.89
AP 00373742	10/12/2016	CINTAS CORPORATION #150	1,743.37	72.74	1,816.11 ***
AP 00373743	10/12/2016	CLEAR COAST CONSTRUCTION	4,441.02	0.00	4,441.02
AP 00373744	10/12/2016	CLF WAREHOUSE	0.00	75.56	75.56
AP 00373745	10/12/2016	COMMUNITY BANK	5,501.59	0.00	5,501.59
AP 00373746	10/12/2016	CONCEPT POWDER COATING	930.00	0.00	930.00
AP 00373747	10/12/2016	CONSOLIDATED ELECTRICAL DISTR INC	53.14	0.00	53.14
AP 00373748	10/12/2016	CORONA CLAY COMPANY INC	549.00	0.00	549.00
AP 00373749	10/12/2016	COSTAR REALTY INFORMATION INC	647.13	0.00	647.13
AP 00373750	10/12/2016	CROP PRODUCTION SERVICES INC	4,999.79	0.00	4,999.79
AP 00373751	10/12/2016	CROWN CASTLE	4,000.00	0.00	4,000.00
AP 00373752	10/12/2016	CROWN CASTLE	5,000.00	0.00	5,000.00
AP 00373753	10/12/2016	CROWN CASTLE	5,000.00	0.00	5,000.00
AP 00373754	10/12/2016	D AND K CONCRETE COMPANY	1,050.85	0.00	1,050.85
AP 00373755	10/12/2016	DANIELS TIRE SERVICE	0.00	78.00	78.00
AP 00373756	10/12/2016	DAWSON SURVEYING INC.	8,800.00	0.00	8,800.00
AP 00373757	10/12/2016	DELTA DENTAL	1,497.10	0.00	1,497.10
AP 00373758	10/12/2016	DELTA DENTAL	40,905.13	0.00	40,905.13
AP 00373759	10/12/2016	DEMCO INC	103.37	0.00	103.37
AP 00373760	10/12/2016	DENT, SHARON	5.19	0.00	5.19
AP 00373761	10/12/2016	DIAMOND ENVIRONMENTAL SERVICES	263.04	0.00	263.04
AP 00373762	10/12/2016	DLT SOLUTIONS LLC	13,925.96	0.00	13,925.96
AP 00373763	10/12/2016	ELECTRONICS WAREHOUSE	311.04	0.00	311.04
AP 00373764	10/12/2016	EMBROIDME	26.33	0.00	26.33
AP 00373765	10/12/2016	EREDIA, PATRICIA MORGAN	370.50	0.00	370.50
AP 00373766	10/12/2016	FACTORY MOTOR PARTS	0.00	1,681.84	1,681.84
AP 00373767	10/12/2016	FEDERAL EXPRESS CORP	45.91	0.00	45.91
AP 00373768	10/12/2016	FIGUEROA-DIAZ, BETTY	5.19	0.00	5.19
AP 00373769	10/12/2016	FLEET SERVICES INC.	0.00	187.62	187.62
AP 00373770	10/12/2016	FORTEL TRAFFIC INC.	1,096.34	0.00	1,096.34
AP 00373771	10/12/2016	FRANKLIN, JOHN PAUL	249.87	0.00	249.87
AP 00373772	10/12/2016	FRED PRYOR SEMINARS/CAREERTRACK	199.00	0.00	199.00
AP 00373773	10/12/2016	FRED PRYOR SEMINARS/CAREERTRACK	199.00	0.00	199.00
AP 00373774	10/12/2016	FRONTIER COMM	6,406.41	651.39	7,057.80 ***
AP 00373775	10/12/2016	G AND M BUSINESS INTERIORS	3,048.19	0.00	3,048.19
AP 00373776	10/12/2016	GARCIA, VIVIAN	38.88	0.00	38.88
AP 00373777	10/12/2016	GEORGE, TIMOTHY CHAN	250.00	0.00	250.00
AP 00373778	10/12/2016	GLOBALSTAR USA	84.05	0.00	84.05
AP 00373779	10/12/2016	GOOD YEAR TIRE AND RUBBER CO.	721.87	0.00	721.87
AP 00373780	10/12/2016	GRAINGER	644.62	147.96	792.58 ***
AP 00373781	10/12/2016	GRAINGER	56.07	0.00	56.07

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

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AP 00373782	10/12/2016	GRAYBAR	101.36	0.00	101.36
AP 00373783	10/12/2016	HARDY & HARPER INC	32,720.76	0.00	32,720.76
AP 00373784	10/12/2016	HARDY & HARPER INC	77,391.63	0.00	77,391.63
AP 00373785	10/12/2016	HARRIS, WILMA	15.57	0.00	15.57
AP 00373786	10/12/2016	HARTLING, KELLY	53.00	0.00	53.00
AP 00373787	10/12/2016	HENRY SCHEIN ANIMAL HEALTH SUPPLY	1,250.75	0.00	1,250.75
AP 00373788	10/12/2016	HEPNER, MIREYA	70.49	0.00	70.49
AP 00373789	10/12/2016	HERITAGE EDUCATION GROUP	184.00	0.00	184.00
AP 00373790	10/12/2016	HOSE HEAVEN	2,432.83	0.00	2,432.83
AP 00373791	10/12/2016	HOT SHOTS ATHLETIC APPAREL INC.	3,718.59	0.00	3,718.59
AP 00373792	10/12/2016	HOT SHOTS ATHLETIC APPAREL INC.	3,318.98	0.00	3,318.98
AP 00373793	10/12/2016	IDEXX DISTRIBUTION INC	6,536.60	0.00	6,536.60
AP 00373794	10/12/2016	IMPRESSIONS GOURMET CATERING	953.10	0.00	953.10
AP 00373795	10/12/2016	INK SLINGER SCREEN PRINTING & EMBROIDERY	2,969.14	0.00	2,969.14
AP 00373796	10/12/2016	INLAND EMPIRE HISPANIC LEADERSHIP COUNCIL	150.00	0.00	150.00
AP 00373797	10/12/2016	INLAND VALLEY EMERGENCY PET CLINIC	236.00	0.00	236.00
AP 00373798	10/12/2016	INTERNATIONAL LINE BUILDERS INC	150,607.40	0.00	150,607.40
AP 00373799	10/12/2016	JACOBSEN WEST	91.94	0.00	91.94
AP 00373800	10/12/2016	JADZINSKY, DANIEL	500.00	0.00	500.00
AP 00373801	10/12/2016	JONES AND MAYER, LAW OFFICES OF	368.00	0.00	368.00
AP 00373802	10/12/2016	K K WOODWORKING	356.04	0.00	356.04
AP 00373803	10/12/2016	KENNEDY EQUIPMENT INC	835.00	0.00	835.00
AP 00373804	10/12/2016	KIMBALL MIDWEST	1,295.27	0.00	1,295.27
AP 00373805	10/12/2016	LANCE SOLL AND LUNGHARD	46,667.00	4,302.00	50,969.00 ***
AP 00373806	10/12/2016	LANGUAGE PLANET	1,015.20	0.00	1,015.20
AP 00373807	10/12/2016	LEAL, RUTH	45.00	0.00	45.00
AP 00373808	10/12/2016	LEIGHTON CONSULTING INC	615.10	0.00	615.10
AP 00373809	10/12/2016	LEVERAGE INFORMATION SYSTEMS INC	39,518.83	0.00	39,518.83
AP 00373810	10/12/2016	LIGHTHOUSE, THE	3,326.82	0.00	3,326.82
AP 00373811	10/12/2016	LOS ANGELES FREIGHTLINER	0.00	75.02	75.02
AP 00373814	10/12/2016	LOWES COMPANIES INC.	6,434.84	1,345.60	7,780.44 ***
AP 00373815	10/12/2016	LU'S LIGHTHOUSE INC	0.00	261.21	261.21
AP 00373816	10/12/2016	LVD RANCHO CUCAMONGA LLC	17,407.80	0.00	17,407.80
AP 00373817	10/12/2016	MADRIGAL, AURA	150.00	0.00	150.00
AP 00373818	10/12/2016	MAGELLAN ADVISORS LLC	6,420.24	0.00	6,420.24
AP 00373819	10/12/2016	MAIN STREET SIGNS	1,614.60	0.00	1,614.60
AP 00373820	10/12/2016	MARIPOSA LANDSCAPES INC	55,267.31	4,878.79	60,146.10 ***
AP 00373821	10/12/2016	MARK CHRISTOPHER INC	279.89	767.94	1,047.83 ***
AP 00373822	10/12/2016	MARQUEZ, EMMANUEL E	432.00	0.00	432.00
AP 00373823	10/12/2016	MARTIN, REYNA	500.00	0.00	500.00
AP 00373824	10/12/2016	MARTINEZ TOWING	90.00	0.00	90.00
AP 00373825	10/12/2016	MCMASTER CARR SUPPLY COMPANY	1,028.16	0.00	1,028.16
AP 00373826	10/12/2016	MEINEKE CAR CARE CENTER	2,196.29	0.00	2,196.29
AP 00373827	10/12/2016	MENDEZ, LORRAINE	5.19	0.00	5.19
AP 00373828	10/12/2016	MILAM, LEORA	5.19	0.00	5.19
AP 00373829	10/12/2016	MINK, ANGELINA	10.38	0.00	10.38
AP 00373830	10/12/2016	MORGAN, DOLORES	25.95	0.00	25.95

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AP 00373831	10/12/2016	MOUNTAIN VIEW SMALL ENG REPAIR	38.86	0.00	38.86
AP 00373832	10/12/2016	MSNOC INC	380.00	0.00	380.00
AP 00373833	10/12/2016	MUSICSTAR	288.00	0.00	288.00
AP 00373834	10/12/2016	MYERS TIRE SUPPLY	102.43	0.00	102.43
AP 00373835	10/12/2016	NAPA AUTO PARTS	19.92	0.00	19.92
AP 00373836	10/12/2016	NATIONAL CNG & FLEET SERVICE	1,000.52	0.00	1,000.52
AP 00373837	10/12/2016	NATIONWIDE ENVIRONMENTAL SERVICES	10,192.00	0.00	10,192.00
AP 00373838	10/12/2016	NELSON NYGAARD	4,667.82	0.00	4,667.82
AP 00373839	10/12/2016	NEOPOST USA INC	267.05	0.00	267.05
AP 00373840	10/12/2016	NEW IMAGE COMMERCIAL FLOORING	353.37	0.00	353.37
AP 00373841	10/12/2016	NICHOLS, GARY	595.00	0.00	595.00
AP 00373842	10/12/2016	NUNEZ, LUCY ALVAREZ-	41.10	0.00	41.10
AP 00373843	10/12/2016	OFFICE DEPOT	4,289.72	634.11	4,923.83 ***
AP 00373844	10/12/2016	ORTEGA, DEE	10.38	0.00	10.38
AP 00373845	10/12/2016	OTSUKA, DENNIS	13.00	0.00	13.00
AP 00373846	10/12/2016	PACIFIC PREMIER BANK	0.00	4,716.20	4,716.20
AP 00373847	10/12/2016	PAL CAMPAIGN	10.00	0.00	10.00
AP 00373848	10/12/2016	PATTON SALES CORP	63.50	0.00	63.50
AP 00373849	10/12/2016	PCN3 INC	104,530.39	0.00	104,530.39
AP 00373850	10/12/2016	PEP BOYS	56.60	0.00	56.60
AP 00373851	10/12/2016	PEPE'S TOWING SERVICE	55.00	0.00	55.00
AP 00373852	10/12/2016	PHOENIX GROUP INFORMATION SYSTEMS	1,625.55	0.00	1,625.55
AP 00373853	10/12/2016	PRE-PAID LEGAL SERVICES INC	96.59	0.00	96.59
AP 00373854	10/12/2016	PRICE, MORGAN LINDSEY	500.00	0.00	500.00
AP 00373855	10/12/2016	PRICE, MORGAN LINDSEY	500.00	0.00	500.00
AP 00373856	10/12/2016	PROMOTIONS TEES & MORE	0.00	1,078.69	1,078.69
AP 00373857	10/12/2016	R AND R AUTOMOTIVE	1,557.57	0.00	1,557.57
AP 00373858	10/12/2016	RANCHO CUCAMONGA CHAMBER OF COMMERCE	80.00	0.00	80.00
AP 00373859	10/12/2016	RANCHO REGIONAL VETERINARY HOSPITAL INC	141.99	0.00	141.99
AP 00373860	10/12/2016	RC CONSTRUCTION SERVICES INC	0.00	89,607.80	89,607.80
AP 00373861	10/12/2016	RICHARDS WATSON AND GERSHON	145.40	0.00	145.40
AP 00373862	10/12/2016	RILEY, RICHARD	500.00	0.00	500.00
AP 00373863	10/12/2016	RK DIVERSIFIED ENTERTAINMENT INC	2,720.00	0.00	2,720.00
AP 00373864	10/12/2016	RODRIGUEZ, MARISSA	500.00	0.00	500.00
AP 00373865	10/12/2016	RODRIGUEZ, ROSEMARIE	18.68	0.00	18.68
AP 00373866	10/12/2016	ROTO ROOTER	165.00	0.00	165.00
AP 00373867	10/12/2016	ROYAL WHOLESALE ELECTRIC	0.00	308.66	308.66
AP 00373868	10/12/2016	SAN BERNARDINO CO AUDITOR CONT	5,790.00	0.00	5,790.00
AP 00373869	10/12/2016	SAN BERNARDINO CTY	15,767.92	0.00	15,767.92
AP 00373870	10/12/2016	SAN BERNARDINO CTY OFFICE OF THE ASSESSOR	840.00	0.00	840.00
AP 00373871	10/12/2016	SANCHEZ, GEORGE	1,000.00	0.00	1,000.00
AP 00373872	10/12/2016	SBCSS	40.00	0.00	40.00
AP 00373873	10/12/2016	SBCSS	40.00	0.00	40.00
AP 00373874	10/12/2016	SBPEA	959.04	0.00	959.04
AP 00373875	10/12/2016	SC FUELS	18,236.14	0.00	18,236.14
AP 00373876	10/12/2016	SC FUELS	0.00	204.71	204.71
AP 00373877	10/12/2016	SEXTON, SHEILA	3.00	0.00	3.00

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AP 00373878	10/12/2016	SHERIFFS COURT SERVICES	638.04	0.00	638.04
AP 00373879	10/12/2016	SHERIFFS COURT SERVICES	446.95	0.00	446.95
AP 00373880	10/12/2016	SHI, LING LING	250.03	0.00	250.03
AP 00373881	10/12/2016	SHRED IT USA LLC	91.30	0.00	91.30
AP 00373882	10/12/2016	SIEMENS INDUSTRY INC	1,458.79	0.00	1,458.79
AP 00373883	10/12/2016	SITEONE LANDSCAPE SUPPLY LLC	870.97	0.00	870.97
AP 00373884	10/12/2016	SKYLINE SAFETY AND SUPPLY	166.20	0.00	166.20
AP 00373885	10/12/2016	SOCIAL VOCATIONAL SERVICES	3,388.00	0.00	3,388.00
AP 00373886	10/12/2016	SOCRATA INC	42,708.25	0.00	42,708.25
AP 00373887	10/12/2016	SONSRAY MACHINERY LLC	154.61	0.00	154.61
AP 00373888	10/12/2016	SOUTH COAST AQMD	834.07	0.00	834.07
AP 00373892	10/12/2016	SOUTHERN CALIFORNIA EDISON	42,755.11	2,024.56	44,779.67 ***
AP 00373893	10/12/2016	SOUTHERN CALIFORNIA EDISON	358.42	0.00	358.42
AP 00373894	10/12/2016	SOUTHERN CALIFORNIA EDISON	4,640.96	0.00	4,640.96
AP 00373895	10/12/2016	SOUTHLAND FARMERS MARKET ASSOC INC	615.00	0.00	615.00
AP 00373896	10/12/2016	SOUTHLAND SPORTS OFFICIALS	230.00	0.00	230.00
AP 00373897	10/12/2016	STAHL, DOLORES	5.19	0.00	5.19
AP 00373898	10/12/2016	STERLING COFFEE SERVICE	968.55	0.00	968.55
AP 00373899	10/12/2016	STOTZ EQUIPMENT	2,950.40	0.00	2,950.40
AP 00373900	10/12/2016	STOVER SEED COMPANY	3,726.00	0.00	3,726.00
AP 00373901	10/12/2016	SUNGARD PUBLIC SECTOR INC	525.00	0.00	525.00
AP 00373902	10/12/2016	SWIFTY SIGN	0.00	439.56	439.56
AP 00373903	10/12/2016	THEATRICAL LIGHTING & SCENIC SERVICES LLC	350.00	0.00	350.00
AP 00373904	10/12/2016	THOMPSON PLUMBING SUPPLY	689.36	0.00	689.36
AP 00373905	10/12/2016	TULAO, LORCELI	22.83	0.00	22.83
AP 00373906	10/12/2016	UNION BANK TRUST DEPARTMENT	9,885.00	0.00	9,885.00
AP 00373907	10/12/2016	UNITED SITE SERVICES OF CA INC	72.66	0.00	72.66
AP 00373908	10/12/2016	UNITED WAY	146.00	0.00	146.00
AP 00373909	10/12/2016	URIBE, MARIA	105.00	0.00	105.00
AP 00373910	10/12/2016	US IDENTIFICATION MANUAL	89.92	0.00	89.92
AP 00373911	10/12/2016	VALVERDE, YESENIA	1,000.00	0.00	1,000.00
AP 00373912	10/12/2016	VERIZON WIRELESS - LA	60.12	0.00	60.12
AP 00373913	10/12/2016	VERIZON WIRELESS - LA	89.71	0.00	89.71
AP 00373914	10/12/2016	VERIZON WIRELESS - LA	164.58	0.00	164.58
AP 00373915	10/12/2016	VERIZON WIRELESS - LA	64.82	0.00	64.82
AP 00373916	10/12/2016	VERIZON WIRELESS - LA	5,160.42	0.00	5,160.42
AP 00373917	10/12/2016	VERIZON WIRELESS - LA	573.15	0.00	573.15
AP 00373918	10/12/2016	VERIZON WIRELESS - LA	38.01	0.00	38.01
AP 00373919	10/12/2016	VICTOR MEDICAL COMPANY	2,985.97	0.00	2,985.97
AP 00373920	10/12/2016	WALTERS WHOLESALE ELECTRIC CO	8,902.13	0.00	8,902.13
AP 00373921	10/12/2016	WAXIE SANITARY SUPPLY	7,192.28	1,343.94	8,536.22 ***
AP 00373922	10/12/2016	WHITE HOUSE PHOTO INC	792.50	0.00	792.50
AP 00373923	10/12/2016	WILLIAMS, NANETTA	61.21	0.00	61.21
AP 00373924	10/12/2016	XU, MIN	12.45	0.00	12.45
AP 00373925	10/12/2016	ZOETIS US LLC	822.54	0.00	822.54
AP 00373926	10/12/2016	ZOHO CORPORATION	1,346.00	0.00	1,346.00
AP 00373927	10/13/2016	AIRGAS SAFETY	352.08	0.00	352.08

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AP 00373930	10/13/2016	BRODART BOOKS	2,682.51	0.00	2,682.51
AP 00373931	10/13/2016	EMCOR SERVICE	15,752.50	0.00	15,752.50
AP 00373932	10/13/2016	EWING IRRIGATION PRODUCTS	252.86	0.00	252.86
AP 00373933	10/13/2016	FASTENAL COMPANY	3.34	0.00	3.34
AP 00373934	10/13/2016	HOLLIDAY ROCK CO INC	1,045.98	0.00	1,045.98
AP 00373935	10/13/2016	KME FIRE APPARATUS	0.00	752.40	752.40
AP 00373936	10/13/2016	LIMS AUTO INC	982.87	0.00	982.87
AP 00373937	10/13/2016	ORKIN PEST CONTROL	639.16	487.00	1,126.16 ***
AP 00373938	10/13/2016	SUNRISE FORD	646.77	0.00	646.77
AP 00373939	10/13/2016	TARGET SPECIALTY PRODUCTS	205.21	0.00	205.21
AP 00373940	10/19/2016	A.Y. NURSERY INC.	1,121.04	0.00	1,121.04
AP 00373941	10/19/2016	ABLE BUILDING MAINTENANCE	11,068.54	0.00	11,068.54
AP 00373942	10/19/2016	ACEY DECY EQUIPMENT INC.	44.86	0.00	44.86
AP 00373943	10/19/2016	ALL CITIES TOOLS	0.00	157.73	157.73
AP 00373944	10/19/2016	ALLIANT INSURANCE SERVICES INC.	4,297.00	0.00	4,297.00
AP 00373945	10/19/2016	ALLIED BARTON SECURITY SERVICES LLC	2,888.30	0.00	2,888.30
AP 00373946	10/19/2016	ALLIED STORAGE CONTAINERS	2,349.00	0.00	2,349.00
AP 00373947	10/19/2016	ALPHAGRAPHICS	102.69	0.00	102.69
AP 00373948	10/19/2016	AMBIENCE COMPANY	325.00	0.00	325.00
AP 00373949	10/19/2016	AMERICAN SCALE CO INC	0.00	205.50	205.50
AP 00373950	10/19/2016	AMERICAN TRAINING RESOURCES INC	1,295.15	0.00	1,295.15
AP 00373951	10/19/2016	AMTECH ELEVATOR SERVICES	396.74	0.00	396.74
AP 00373952	10/19/2016	ARANA, JONATHON	121.50	0.00	121.50
AP 00373953	10/19/2016	ARCHIBALD PET HOSPITAL	75.00	0.00	75.00
AP 00373954	10/19/2016	ARROW TRAILER SUPPLIES INC	56.06	0.00	56.06
AP 00373955	10/19/2016	ASSI SECURITY	935.00	0.00	935.00
AP 00373956	10/19/2016	BABILONIA, ROSA	250.00	0.00	250.00
AP 00373957	10/19/2016	BAHAI, FAITH	500.00	0.00	500.00
AP 00373958	10/19/2016	BAKER, GLENN MICHAEL	636.43	0.00	636.43
AP 00373959	10/19/2016	BILL AND WAGS INC.	0.00	206.72	206.72
AP 00373960	10/19/2016	BRAUN BLAISING MCLAUGHLIN	2,693.98	0.00	2,693.98
AP 00373961	10/19/2016	BRIGHTVIEW LANDSCAPE SERVICES INC.	111,789.93	0.00	111,789.93
AP 00373962	10/19/2016	BROUSSARD, RAOUL	50.00	0.00	50.00
AP 00373963	10/19/2016	BUSINESS MANAGEMENT DAILY	127.00	0.00	127.00
AP 00373966	10/19/2016	C V W D	102,222.92	0.00	102,222.92
AP 00373967	10/19/2016	CAL PERS	135,541.66	7,443.53	142,985.19 ***
AP 00373968	10/19/2016	CAL PERS LONG TERM CARE	294.91	0.00	294.91
AP 00373969	10/19/2016	CALIFORNIA DIVISION OF THE STATE ARCHITECT	612.90	0.00	612.90
AP 00373970	10/19/2016	CALIFORNIA MUNICIPAL UTILITIES ASSOC	6,856.00	0.00	6,856.00
AP 00373971	10/19/2016	CAPITOL DIGITAL	405.00	0.00	405.00
AP 00373972	10/19/2016	CAPITOL STEPS PRODUCTIONS INC.	6,975.00	0.00	6,975.00
AP 00373973	10/19/2016	CARDENAS, JOSE	500.00	0.00	500.00
AP 00373974	10/19/2016	CARQUEST AUTO PARTS	359.15	497.24	856.39 ***
AP 00373975	10/19/2016	CASTILLO, JESSIE	250.00	0.00	250.00
AP 00373976	10/19/2016	CCAC	40.00	0.00	40.00
AP 00373977	10/19/2016	CHENG, XINQI	85.00	0.00	85.00
AP 00373978	10/19/2016	CHINO MOWER AND ENGINE SERVICE	0.00	224.52	224.52

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AP 00373979	10/19/2016	CINTAS CORPORATION #150	0.00	546.87	546.87
AP 00373980	10/19/2016	CLARK, KAREN	648.00	0.00	648.00
AP 00373981	10/19/2016	CLARKE PLUMBING SPECIALTIES INC.	117.05	320.96	438.01 ***
AP 00373982	10/19/2016	CLEAR COAST CONSTRUCTION	0.00	245.00	245.00
AP 00373983	10/19/2016	CLEARWATER GRAPHICS INC	835.92	0.00	835.92
AP 00373984	10/19/2016	COMP U ZONE	606.00	0.00	606.00
AP 00373985	10/19/2016	CONFIRE JPA	0.00	52,606.58	52,606.58
AP 00373986	10/19/2016	CONSOLIDATED ELECTRICAL DISTR INC	115.68	0.00	115.68
AP 00373987	10/19/2016	CONVERSE CONSULTANTS	969.00	0.00	969.00
AP 00373988	10/19/2016	CORODATA MEDIA STORAGE INC	1,227.36	0.00	1,227.36
AP 00373989	10/19/2016	COUNTS UNLIMITED	400.00	0.00	400.00
AP 00373990	10/19/2016	CREATIVE PROMOTIONAL IDEAS	0.00	1,251.92	1,251.92
AP 00373991	10/19/2016	CRIME SCENE STERI-CLEAN LLC	1,080.00	0.00	1,080.00
AP 00373992	10/19/2016	CUCAMONGA VALLEY WATER DISTRICT	0.00	22,960.68	22,960.68
AP 00373993	10/19/2016	D & D SERVICES INC.	430.00	0.00	430.00
AP 00373994	10/19/2016	D AND K CONCRETE COMPANY	281.34	0.00	281.34
AP 00373995	10/19/2016	DANCE TERRIFIC	1,341.20	0.00	1,341.20
AP 00373996	10/19/2016	DANIELS TIRE SERVICE	0.00	11,872.41	11,872.41
AP 00373997	10/19/2016	DATA ARC LLC	994.36	0.00	994.36
AP 00373998	10/19/2016	DAVIS, SAM	865.55	0.00	865.55
AP 00373999	10/19/2016	DEPARTMENT OF CONSERVATION	5,835.92	0.00	5,835.92
AP 00374000	10/19/2016	DIAMOND ENVIRONMENTAL SERVICES	263.04	0.00	263.04
AP 00374001	10/19/2016	DUMBELL MAN FITNESS EQUIPMENT, THE	125.00	0.00	125.00
AP 00374002	10/19/2016	DUNN, ANN MARIE	108.00	0.00	108.00
AP 00374003	10/19/2016	EIDEN, EMILY	50.00	0.00	50.00
AP 00374004	10/19/2016	EMBROIDME	660.19	0.00	660.19
AP 00374005	10/19/2016	EUKON	1,118.00	0.00	1,118.00
AP 00374006	10/19/2016	EXPERIAN	52.00	0.00	52.00
AP 00374007	10/19/2016	EXPRESS BRAKE SUPPLY	64.79	0.00	64.79
AP 00374008	10/19/2016	FEDERAL EXPRESS CORP	11.50	0.00	11.50
AP 00374009	10/19/2016	FINCH, DONNA	55.73	0.00	55.73
AP 00374010	10/19/2016	FINCHER, VERONICA	139.34	0.00	139.34
AP 00374011	10/19/2016	FIRST CLASS HEATING & AIR	6,500.00	0.00	6,500.00
AP 00374012	10/19/2016	FLAG SYSTEMS INC.	3,400.00	0.00	3,400.00
AP 00374013	10/19/2016	FOUR POINTS BY SHERATON	698.95	0.00	698.95
AP 00374015	10/19/2016	FRONTIER COMM	3,275.41	1,654.88	4,930.29 ***
AP 00374016	10/19/2016	GALE/CENGAGE LEARNING	283.34	0.00	283.34
AP 00374017	10/19/2016	GATEWAY PET CEMETERY AND CREMATORY	245.00	0.00	245.00
AP 00374018	10/19/2016	GEOGRAPHICS	1,081.62	0.00	1,081.62
AP 00374019	10/19/2016	GILL, VEERPAL K	500.00	0.00	500.00
AP 00374020	10/19/2016	GIORDANO, MARIANNA	165.00	0.00	165.00
AP 00374021	10/19/2016	GOOD YEAR TIRE AND RUBBER CO.	712.85	0.00	712.85
AP 00374022	10/19/2016	GRAINGER	1,318.58	399.22	1,717.80 ***
AP 00374023	10/19/2016	GRAVES & KING LLP	462.50	0.00	462.50
AP 00374024	10/19/2016	GRAYBAR	298.93	0.00	298.93
AP 00374025	10/19/2016	HAAKER EQUIPMENT CO	169.47	0.00	169.47
AP 00374026	10/19/2016	HAZARD CONTROL TECHNOLOGIES	0.00	6,580.04	6,580.04

**CITY OF RANCHO CUCAMONGA
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<u>Check No.</u>	<u>Check Date</u>	<u>Vendor Name</u>	<u>City</u>	<u>Fire</u>	<u>Amount</u>
AP 00374027	10/19/2016	HI WAY SAFETY INC	1,016.21	0.00	1,016.21
AP 00374028	10/19/2016	HILLS PET NUTRITION SALES INC	275.01	0.00	275.01
AP 00374029	10/19/2016	HOLT, RYAN	0.00	260.00	260.00
AP 00374030	10/19/2016	HOME DEPOT CREDIT SERVICES 645	1,208.89	0.00	1,208.89
AP 00374031	10/19/2016	HOYT LUMBER CO., SM	0.00	71.98	71.98
AP 00374032	10/19/2016	HUMANE SOCIETY OF SAN BERNARDINO VALLEY IN	350.00	0.00	350.00
AP 00374033	10/19/2016	INDERWIESCHE, MATT	852.00	0.00	852.00
AP 00374034	10/19/2016	INLAND PRESORT & MAILING SERVICES	35.65	0.00	35.65
AP 00374035	10/19/2016	JACOBSEN WEST	21.52	0.00	21.52
AP 00374036	10/19/2016	JOE RUBIO	100.00	0.00	100.00
AP 00374037	10/19/2016	JOHNNY ALLEN TENNIS ACADEMY	4,564.80	0.00	4,564.80
AP 00374038	10/19/2016	JOHNSON EQUIPMENT COMPANY	0.00	3,822.70	3,822.70
AP 00374039	10/19/2016	KRIEGER, ED	300.00	0.00	300.00
AP 00374040	10/19/2016	KVAC ENVIRONMENTAL SERVICES INC	0.00	50.00	50.00
AP 00374041	10/19/2016	LANTAI, KRIS	400.00	0.00	400.00
AP 00374042	10/19/2016	LEON, LYDIA	96.00	0.00	96.00
AP 00374043	10/19/2016	LICHTMAN, OFER	0.00	270.00	270.00
AP 00374044	10/19/2016	LIGHTHOUSE, THE	488.76	0.00	488.76
AP 00374045	10/19/2016	LIVE OAK DOG OBEDIENCE	252.00	0.00	252.00
AP 00374046	10/19/2016	LOPEZ, ANGEL	325.00	0.00	325.00
AP 00374047	10/19/2016	MAGDA, MARIUS	100.00	0.00	100.00
AP 00374048	10/19/2016	MANGO LANGUAGES	9,000.00	0.00	9,000.00
AP 00374049	10/19/2016	MARCO EQUIPMENT CO	991.27	0.00	991.27
AP 00374050	10/19/2016	MARIPOSA LANDSCAPES INC	134,912.29	0.00	134,912.29
AP 00374051	10/19/2016	MARK CHRISTOPHER INC	0.00	264.93	264.93
AP 00374052	10/19/2016	MARQUEZ, EMMANUEL E	634.50	0.00	634.50
AP 00374053	10/19/2016	MARQUEZ, JAMIE	56.02	0.00	56.02
AP 00374054	10/19/2016	MARY S ROBERTS SPAY/NEUTER CLINIC	50.00	0.00	50.00
AP 00374055	10/19/2016	MCMASTER CARR SUPPLY COMPANY	93.49	5.75	99.24 ***
AP 00374056	10/19/2016	MEDIWASTE DISPOSAL	43.75	0.00	43.75
AP 00374057	10/19/2016	MIDWEST TAPE	1,040.47	0.00	1,040.47
AP 00374058	10/19/2016	MIJAC ALARM COMPANY	0.00	177.00	177.00
AP 00374059	10/19/2016	MILKES, JEFF	655.41	0.00	655.41
AP 00374060	10/19/2016	MILLER ARCHITECTURAL CORP	0.00	6,000.00	6,000.00
AP 00374061	10/19/2016	MORRIS, RICHARD	138.60	0.00	138.60
AP 00374062	10/19/2016	MOST DEPENDABLE FOUNTAINS INC	117.84	0.00	117.84
AP 00374063	10/19/2016	MOUNTAIN VIEW SMALL ENG REPAIR	260.34	0.00	260.34
AP 00374064	10/19/2016	MUSICSTAR	360.00	0.00	360.00
AP 00374065	10/19/2016	NAPA AUTO PARTS	124.86	263.96	388.82 ***
AP 00374066	10/19/2016	NEXTEL COMMUNICATIONS	0.00	131.97	131.97
AP 00374067	10/19/2016	OCLC INC	53.53	0.00	53.53
AP 00374068	10/19/2016	OFFICE DEPOT	1,749.94	0.00	1,749.94
AP 00374069	10/19/2016	ONTARIO WINNELSON CO	934.19	0.00	934.19
AP 00374070	10/19/2016	ONTRAC	57.59	0.00	57.59
AP 00374071	10/19/2016	ONWARD ENGINEERING	17,221.79	0.00	17,221.79
AP 00374072	10/19/2016	OPARC	396.00	0.00	396.00
AP 00374073	10/19/2016	PACIFIC UTILITY INSTALLATION INC	11,735.00	0.00	11,735.00

**CITY OF RANCHO CUCAMONGA
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AP 00374074	10/19/2016	PATCHETT & ASSOCIATES	5,552.40	0.00	5,552.40
AP 00374075	10/19/2016	PEPSI-COLA	424.18	0.00	424.18
AP 00374076	10/19/2016	PITASSI ARCHITECTS INC	1,550.00	0.00	1,550.00
AP 00374077	10/19/2016	PRIME GLASS	220.40	0.00	220.40
AP 00374078	10/19/2016	PRINTERS, THE	648.00	0.00	648.00
AP 00374079	10/19/2016	PSA PRINT GROUP	343.44	0.00	343.44
AP 00374080	10/19/2016	PUBLIC SURPLUS	3,017.70	0.00	3,017.70
AP 00374081	10/19/2016	RBM LOCK AND KEY SERVICE	7.56	0.00	7.56
AP 00374082	10/19/2016	REGENCY ENTERPRISES INC	63.72	0.00	63.72
AP 00374083	10/19/2016	RIALTO ANIMAL HOSPITAL	50.00	0.00	50.00
AP 00374084	10/19/2016	RIVERA, JANA E	75.00	0.00	75.00
AP 00374085	10/19/2016	ROADRUNNER PHARMACY	498.69	0.00	498.69
AP 00374086	10/19/2016	ROGUE VALLEY QUAIL & FEEDER MICE INC	67.79	0.00	67.79
AP 00374087	10/19/2016	ROTO ROOTER	495.00	165.00	660.00 ***
AP 00374088	10/19/2016	RSB GROUP INC	112,966.87	0.00	112,966.87
AP 00374089	10/19/2016	RUGG, KEVIN	20.00	0.00	20.00
AP 00374090	10/19/2016	SAMS CLUB/SYNCHRONY BANK	2,778.35	0.00	2,778.35
AP 00374091	10/19/2016	SAN BERNARDINO COUNTY REGISTRAR OF VOTERS	163,875.44	0.00	163,875.44
AP 00374092	10/19/2016	SAN BERNARDINO, CITY OF	957.22	0.00	957.22
AP 00374093	10/19/2016	SC FUELS	0.00	4,527.71	4,527.71
AP 00374094	10/19/2016	SCOTT, APRIL	351.00	0.00	351.00
AP 00374095	10/19/2016	SEUI, LIANNA	250.00	0.00	250.00
AP 00374096	10/19/2016	SHRED PROS	0.00	35.00	35.00
AP 00374097	10/19/2016	SIEMENS INDUSTRY INC	255,223.68	0.00	255,223.68
AP 00374098	10/19/2016	SIGMANET	8,800.00	0.00	8,800.00
AP 00374099	10/19/2016	SITEONE LANDSCAPE SUPPLY LLC	1,127.85	0.00	1,127.85
AP 00374100	10/19/2016	SMARTLITE	395.00	0.00	395.00
AP 00374101	10/19/2016	SOUTH COAST AQMD	0.00	1,063.33	1,063.33
AP 00374102	10/19/2016	SOUTH COAST AQMD	261.14	0.00	261.14
AP 00374107	10/19/2016	SOUTHERN CALIFORNIA EDISON	199,745.39	0.00	199,745.39
AP 00374108	10/19/2016	SOUTHLAND FARMERS MARKET ASSOC INC	200.00	0.00	200.00
AP 00374109	10/19/2016	SOUTHLAND SPORTS OFFICIALS	1,180.00	0.00	1,180.00
AP 00374110	10/19/2016	SPARKLETTS	76.00	0.00	76.00
AP 00374111	10/19/2016	STREAMLINE PRESS INC	137.16	0.00	137.16
AP 00374112	10/19/2016	SUN BADGE CO	0.00	856.79	856.79
AP 00374113	10/19/2016	SUNGARD PUBLIC SECTOR INC	87,026.37	0.00	87,026.37
AP 00374114	10/19/2016	TERRY M HILL & ASSOCIATES INC	20,000.00	0.00	20,000.00
AP 00374115	10/19/2016	THOMPSON PLUMBING SUPPLY	14.13	0.00	14.13
AP 00374116	10/19/2016	TIGER ELECTRIC INC	115.00	0.00	115.00
AP 00374117	10/19/2016	TRISTAN, ELSA	49.54	0.00	49.54
AP 00374118	10/19/2016	TULAO, LORCELI	22.83	0.00	22.83
AP 00374119	10/19/2016	U.S. BANK PARS ACCT #6746022500	10,487.44	0.00	10,487.44
AP 00374120	10/19/2016	U.S. BANK PARS ACCT #6746022500	653.19	0.00	653.19
AP 00374121	10/19/2016	UNITED PACIFIC SERVICES INC	98,835.00	0.00	98,835.00
AP 00374122	10/19/2016	UNITED SITE SERVICES OF CA INC	230.52	0.00	230.52
AP 00374123	10/19/2016	UPS	48.63	0.00	48.63
AP 00374124	10/19/2016	URREGO, CLAUDIA	99.61	0.00	99.61

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AP 00374125	10/19/2016	USPS	1,703.98	0.00	1,703.98
AP 00374126	10/19/2016	UTILIQUEST	758.70	0.00	758.70
AP 00374127	10/19/2016	VALLEY POWER SYSTEMS INC	0.00	4,241.17	4,241.17
AP 00374128	10/19/2016	VERIZON	23.06	0.00	23.06
AP 00374129	10/19/2016	VICTOR MEDICAL COMPANY	8,990.55	0.00	8,990.55
AP 00374130	10/19/2016	VIRTUAL PROJECT MANAGER INC	500.00	0.00	500.00
AP 00374131	10/19/2016	VISION SERVICE PLAN CA	11,191.12	0.00	11,191.12
AP 00374132	10/19/2016	VORTEX INDUSTRIES INC	709.00	4,910.53	5,619.53 ***
AP 00374133	10/19/2016	WALTERS WHOLESALE ELECTRIC CO	1,144.79	0.00	1,144.79
AP 00374134	10/19/2016	WAXIE SANITARY SUPPLY	2,882.54	0.00	2,882.54
AP 00374135	10/19/2016	WESTRUX INTERNATIONAL INC	0.00	606.31	606.31
AP 00374136	10/19/2016	WILSON & BELL AUTO SERVICE	0.00	2,728.47	2,728.47
AP 00374137	10/19/2016	WORD MILL PUBLISHING	1,600.00	0.00	1,600.00
AP 00374138	10/19/2016	WORLD ELITE GYMNASTICS	266.00	0.00	266.00
AP 00374139	10/19/2016	XMEDIUS	781.20	0.00	781.20
AP 00374140	10/19/2016	ZOETIS US LLC	1,115.56	0.00	1,115.56
AP 00374141	10/20/2016	ABC LOCKSMITHS	1,062.68	0.00	1,062.68
AP 00374142	10/20/2016	AIRGAS USA LLC	0.00	257.10	257.10
AP 00374145	10/20/2016	BRODART BOOKS	3,930.83	0.00	3,930.83
AP 00374146	10/20/2016	CITRUS MOTORS ONTARIO INC	0.00	125.12	125.12
AP 00374147	10/20/2016	DUNN EDWARDS CORPORATION	0.00	307.64	307.64
AP 00374148	10/20/2016	EMCOR SERVICE	14,570.50	430.00	15,000.50 ***
AP 00374149	10/20/2016	EWING IRRIGATION PRODUCTS	1,016.04	0.00	1,016.04
AP 00374150	10/20/2016	FORD OF UPLAND INC	1,980.29	0.00	1,980.29
AP 00374151	10/20/2016	GENERATOR SERVICES CO	1,108.77	0.00	1,108.77
AP 00374152	10/20/2016	HOLLIDAY ROCK CO INC	3,789.10	0.00	3,789.10
AP 00374153	10/20/2016	IMPERIAL SPRINKLER SUPPLY INC	1,306.37	0.00	1,306.37
AP 00374154	10/20/2016	INLAND VALLEY DAILY BULLETIN	2,726.38	0.00	2,726.38
AP 00374155	10/20/2016	INTERSTATE BATTERIES	146.98	0.00	146.98
AP 00374156	10/20/2016	KME FIRE APPARATUS	0.00	228.96	228.96
AP 00374157	10/20/2016	LANDCARE USA LLC	52,324.73	0.00	52,324.73
AP 00374158	10/20/2016	LEVEL 3 COMMUNICATIONS LLC	1,409.75	0.00	1,409.75
AP 00374159	10/20/2016	LIMS AUTO INC	1,336.18	0.00	1,336.18
AP 00374160	10/20/2016	NEC CORPORATION OF AMERICA	210.00	0.00	210.00
AP 00374161	10/20/2016	ORKIN PEST CONTROL	268.64	0.00	268.64
AP 00374162	10/20/2016	SUNRISE FORD	81.03	0.00	81.03
AP 00374163	10/20/2016	AIRGAS USA LLC	352.08	0.00	352.08
AP 00374164	10/24/2016	CURATALO, JAMES	0.00	1,608.97	1,608.97
AP 00374165	10/24/2016	LONCAR, PHILIP	0.00	962.66	962.66
AP 00374166	10/24/2016	TOWNSEND, JAMES	0.00	1,608.97	1,608.97
AP 00374167	10/24/2016	WALKER, KENNETH	0.00	283.04	283.04

CITY OF RANCHO CUCAMONGA
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<u>Check No.</u>	<u>Check Date</u>	<u>Vendor Name</u>	<u>City</u>	<u>Fire</u>	<u>Amount</u>
				Total City:	\$3,318,076.55
				Total Fire:	\$313,158.37
				Grand Total:	<u>\$3,631,234.92</u>

Note:

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



STAFF REPORT

ENGINEERING SERVICES DEPARTMENT

Date: November 2, 2016

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

From: Jason C. Welday, Director of Engineering Services/City Engineer 

By: Carlo Cambare, Engineering Technician

Subject: CONSIDERATION OF APPROVAL OF AN IMPROVEMENT AGREEMENT, IMPROVEMENT SECURITY AND ORDERING THE ANNEXATION TO LANDSCAPE MAINTENANCE DISTRICT NO. 1 AND STREET LIGHT MAINTENANCE DISTRICT NOS. 1 AND 2 FOR DRC2013-00896 LOCATED AT 8855 CENTER AVENUE, SUBMITTED BY CHOTU INVESTMENT LLC

RECOMMENDATION

It is recommended that the City Council adopt the attached resolutions approving the Improvement Agreement, Improvement Security and ordering the annexation to Landscape Maintenance District No. 1 and Street Light Maintenance District Nos. 1 and 2 for DRC2013-00896 and authorizing the Mayor to sign said agreement.

BACKGROUND/ANALYSIS

DRC2013-00896, located at 8855 Center Avenue, on the east side of Center Avenue and south of 24th Street within the Low (L) Residential District, was approved by the Planning Commission on July 8, 2015. This project is for the construction of a 1,659 square foot single family residence with a 506 square foot attached garage on a 3,358 square foot lot.

The Developer, Chotu Investment LLC, is submitting an Improvement Agreement and Improvement Securities to guarantee the construction of the following public improvements:

(1) 5800 Lumen HPSV equivalent street light in the following amounts:

Faithful Performance Cash Deposit	\$ 1,200.00	Receipt No. 20060
Labor and Material Cash Deposit	\$ 1,200.00	Receipt No. 20060

Copies of the agreement are available in the City Clerk's Office.

The Consent and Waiver to Annexation forms signed by the Developer are on file in the City Clerk's Office.

Attachments: Vicinity Map
Resolution Nos. 16-177; 16-178; 16-179; 16-180

DRC2013-00896
8855 CENTER AVE



VICINITY MAP

RESOLUTION NO. 16-177

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA, APPROVING AN IMPROVEMENT AGREEMENT AND IMPROVEMENT SECURITY FOR DRC2013-00896

WHEREAS, DRC2013-00896, submitted by Chotu Investment LLC, located at 8855 Center Avenue, east of Hermosa Avenue, south of 24th Street, within the Low (L) Residential District, was approved by the Planning Commission on July 8, 2015; and

WHEREAS, all the requirements established as prerequisite to approval of the installation of public street improvements by the City Council of said City have now been met by posting the Improvement Security by Chotu Investment LLC, as developer; and

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

RESOLUTION NO. 16-178

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA, ORDERING THE ANNEXATION OF CERTAIN TERRITORY TO LANDSCAPE MAINTENANCE DISTRICT NO. 1 (GENERAL CITY) FOR DRC2013-00896

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit A

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

The Owner of the Property is:

CHOTU INVESTMENT LLC

The legal description of the Property is:

LOTS 5 IN BLOCK 63, NORTH CUCAMONGA, IN THE CITY OF RANCHO CUCAMONGA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 4 OF MAPS, PAGES 8 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

TOGETHER WITH THAT PORTION OF THE ALLEY, ADJACENT TO SAID LAND ON THE EAST SIDE AS VACATED BY RESOLUTION NO. 98-14 OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, RECORDED AUGUST 20, 1993, AS INSTRUMENT NO. 98-0337279 OFFICIAL RECORDS, WHICH WOULD PASS BY OPERATION OF LAW

Assessor's Parcels Numbers of the Property: 209-123-05

Exhibit B

Description of the District Improvements
Fiscal Year 2016/2017

Landscape Maintenance District No. 1 (General City):

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

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

Proposed additions to the Improvements for Project DRC2013-00896:

None

Exhibit C

Proposed Annual Assessment
Fiscal Year 2016/2017

The following table summarizes the assessment rate for Landscape Maintenance District No. 1 (General City) for DRC2013-00896:

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

*EBU means Equivalent Benefit Unit.

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

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

RESOLUTION NO. 16-179

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA, ORDERING THE ANNEXATION OF CERTAIN TERRITORY TO STREET LIGHT MAINTENANCE DISTRICT NO. 1 (ARTERIAL STREETS) FOR DRC2013-00896

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit A

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

The Owner of the Property is:

CHOTU INVESTMENT LLC

The legal description of the Property is:

LOTS 5 IN BLOCK 63, NORTH CUCAMONGA, IN THE CITY OF RANCHO CUCAMONGA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 4 OF MAPS, PAGES 8 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

TOGETHER WITH THAT PORTION OF THE ALLEY, ADJACENT TO SAID LAND ON THE EAST SIDE AS VACATED BY RESOLUTION NO. 98-14 OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, RECORDED AUGUST 20, 1993, AS INSTRUMENT NO. 98-0337279 OFFICIAL RECORDS, WHICH WOULD PASS BY OPERATION OF LAW

Assessor's Parcels Numbers of the Property: 209-123-05

Exhibit B

Description of the District Improvements
Fiscal Year 2016/2017

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

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

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

Proposed additions to the Improvements for Project DRC2013-00896:

NONE

Exhibit C

Proposed Annual Assessment
Fiscal Year 2016/2017

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

The following table summarizes the assessment rate for Street Light Maintenance District No.1 (Arterial Streets) for DRC2013-00896

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

*EBU means Equivalent Benefit Unit.

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

2 Parcels x 1 EBU Factor x \$17.77 Rate per EBU = \$35.54 Annual Assessment

RESOLUTION NO. 16-180

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA, ORDERING THE ANNEXATION OF CERTAIN TERRITORY TO STREET LIGHT MAINTENANCE DISTRICT NO. 2 (LOCAL STREETS) FOR DRC2013-00896

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit A

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

The Owner of the Property is:

CHOTU INVESTMENT LLC

The legal description of the Property is:

LOTS 5 IN BLOCK 63, NORTH CUCAMONGA, IN THE CITY OF RANCHO CUCAMONGA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 4 OF MAPS, PAGES 8 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

TOGETHER WITH THAT PORTION OF THE ALLEY, ADJACENT TO SAID LAND ON THE EAST SIDE AS VACATED BY RESOLUTION NO. 98-14 OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, RECORDED AUGUST 20, 1993, AS INSTRUMENT NO. 98-0337279 OFFICIAL RECORDS, WHICH WOULD PASS BY OPERATION OF LAW

Assessor's Parcels Numbers of the Property: 209-123-05

Exhibit B

Description of the District Improvements
Fiscal Year 2016/2017

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

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

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

Proposed additions to the Improvements for Project DRC2013-00896:

- (1) 5800 Lumen HPSV equivalent LED street light

Exhibit C

Proposed Annual Assessment
Fiscal Year 2016/2017

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

The following table summarizes the assessment rate for Street Light Maintenance District No. 2 (Local Streets) for DRC2013-00896:

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

*EBU means Equivalent Benefit Unit.

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

$$2 \text{ Parcels} \times 1 \text{ EBU Factor} \times \$39.97 \text{ Rate per EBU} = \$79.94 \text{ Annual Assessment}$$



STAFF REPORT

ENGINEERING SERVICES DEPARTMENT

Date: November 2, 2016

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

From: Jason C. Welday, Director of Engineering Services/City Engineer 

By: Carlo Cambare, Engineering Technician

Subject: CONSIDERATION OF APPROVAL OF A ONE YEAR EXTENSION OF AN IMPROVEMENT AGREEMENT WITH D.R. HORTON LOS ANGELES HOLDING COMPANY, INC., FOR TRACT 18912, LOCATED BETWEEN RAMONA AND ARCHIBALD AVENUES, ON THE NORTH SIDE OF THE PACIFIC ELECTRIC TRAIL

RECOMMENDATION

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

BACKGROUND/ANALYSIS

Tract 18912, consisting of 45 single family residential lots located between Ramona Avenue and Archibald Avenue and north of the Pacific Electric Trail was approved by City Council on September 16, 2015. The Improvement Agreement and Improvement Security to guarantee the construction of the public improvements for Tract 18912 were approved by the City Council on September 16, 2015, in the following amounts:

Faithful Performance Bond (Archibald & PE Trail):	\$ 184,100.00
Labor and Material Bond (Archibald & PE Trail):	\$ 184,100.00
Faithful Performance Bond (Ramona & La Vine):	\$ 624,100.00
Labor and Material Bond (Ramona & La Vine):	\$ 624,100.00
Monumentation Cash Deposit	\$ 5,005.00

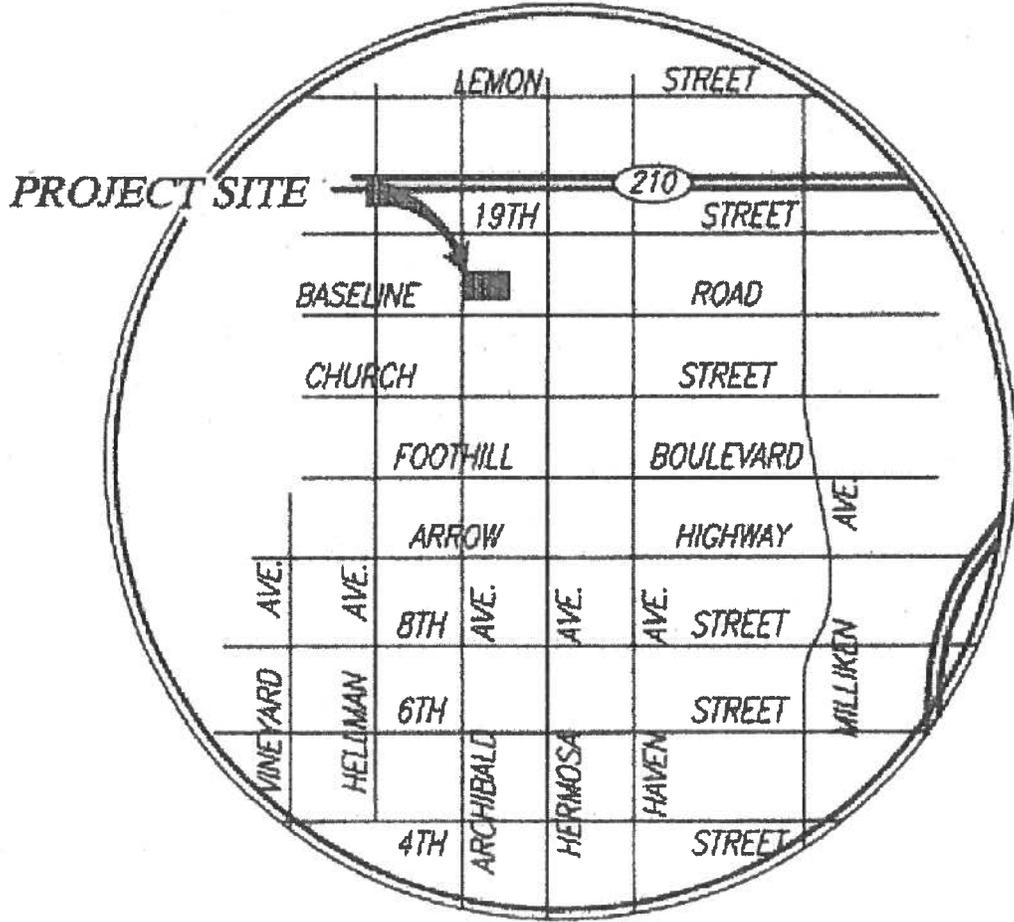
The agreement expired on September 16, 2016, and the public improvements are anticipated to be completed in January 2017. Therefore, the developer has requested a one year time extension on the agreement to allow adequate time for the remaining public improvement to be completed.

Residential development
 No. of lots: 45
 Estimated percentage of completed public improvements: 75%
 No. of occupied lots: 21
 No. of lot currently in construction: 10

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

Attachment: Vicinity Map
 Resolution No. 16-181

TR 18912



LOCATION MAP

NO SCALE

RESOLUTION NO. 16-181

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, CALIFORNIA, APPROVING A ONE YEAR EXTENSION OF AN IMPROVEMENT AGREEMENT AND IMPROVEMENT SECURITY FOR TRACT 18912

WHEREAS, the City Council of the City of Rancho Cucamonga, California, has for its consideration an Improvement Agreement Extension executed on November 2, 2016, by D.R. Horton Los Angeles Holdings Company, Inc. as developer, for the improvement of public right-of-way adjacent to the real property specifically described therein, and generally located between Ramona and Archibald Avenues, on the north side of the Pacific Electric Trail; 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 8912; 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

ANIMAL CARE AND SERVICES



Date: November 2, 2016

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

From: Veronica Fincher, Animal Services Director
Ruth Cain, CPPB, Procurement Manager

Subject: CONSIDERATION TO AWARD AND AUTHORIZE THE EXECUTION OF A CONTRACT IN THE AMOUNT OF \$78,750 AS AN EMERGENCY PURCHASE FOR ONE (1) NEW DIGITAL RADIOGRAPHY SYSTEM FROM HEKSA IMAGING US, LLC (CUATTRO) WITH A SEVEN (7) YEAR WARRANTY; AND TO AUTHORIZE AN APPROPRIATION OF \$68,750 INTO ACCOUNT NUMBER 1712001-5603 (CAPITAL OUTLAY-EQUIPMENT) AND \$10,000 INTO ACCOUNT NUMBER 1712001-5300 (CONTRACT SERVICES) FROM THE EQUIPMENT/VEHICLE REPLACEMENT FUND RESERVES

RECOMMENDATION

Staff recommends that the City Council award and authorize the execution of a contract in the amount of \$78,750 as an emergency purchase for one (1) new digital radiography system including software and a seven (7) year warranty from Heska Imaging US, LLC (Cuattro), Loveland, CO, and authorize an appropriation of \$68,750 into account 1712001-5603 (Capital Outlay-Equipment) and \$10,000 into account 1712001-5300 (Contract Services) from the Equipment/Vehicle Replacement Fund reserve for the purchase.

BACKGROUND

The Animal Center has a comprehensive medical program to treat sick and injured pets so they can be adopted. A digital radiography (x-ray) system is critical to the medical program as it allows for the correct diagnosis and development of a treatment plan for the animals in the Center's care.

The normal life of a digital radiography system is 5 to 10 years. The Animal Center's current digital radiography machine and software (purchased in 2008) became non-functional in 2015. Attempts to repair the machine and software were unsuccessful as the parts and software updates are no longer manufactured or available. Since late 2015, the Center has relied on local veterinary hospitals to assist with taking x-rays of the Centers injured and ill pets. This has placed an additional burden on the assisting hospitals and has resulted in additional expenses in veterinary care and staff time for the Animal Center.

In the Fiscal Year 2015/16 Amended Budget, the Center was approved for a budget of \$60,000 for a new digital radiography machine, plate and software which would be retrofitted to the current table. The Animal Center provided specifications to the Purchasing Division. A formal Request for Proposal ("RFP") #15/16-125 was added to the City's automated procurement system. There were sixty-three (63) vendors notified, nine (9) prospective vendors that downloaded the solicitation documents but only two (2) responses received. After review and analysis of the RFP responses by the Purchasing Department and an evaluation panel consisting of Animal Center and City staff, one was disqualified for not meeting minimum standards. The highest ranking vendor was invited to provide a demonstration which the evaluation panel attended. After further discussion between

ANIMAL CENTER STAFF REPORT

the Purchasing Division and Animal Center staff regarding the specifications and the actual equipment requirement, it was determined that system that was demonstrated did not meet the needs of the Animal Center. It was also determined that retrofitting the table was not recommended as it could create communication problems with the software and would void the warranties on a new machine and plate. Therefore, a complete digital radiography system that includes the table should be considered (\$18,750 more than previously approved budget). Funding for the digital radiography system was not carried over from Fiscal Year 2015/16 to Fiscal Year 2016/17 therefore, will need to be re-appropriated in the total amount of \$78,750.

Due to the burden that has been place on both other animal hospitals and the RC Animal Center and the urgent need to replace this equipment an "Emergency Procurement" was approved. The Animal Center staff has attended demonstrations of Digital X-Ray Systems for three of the most commonly used digital radiography systems by local veterinary hospitals and animal shelters and that are well known in the industry. Staff determined that the Digital X-Ray system that Cuattro offered would best meet the Animal Center's need and therefore provide the best value to the City. A seven (7) year warranty is built into the procurement. Additionally Cuattro is HIPPA and FDA certified and were the lowest most responsive vendor.

Attachment: Heska Imaging LLC, (Cuattro) PSA and Vendor Proposal

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 21th day of October, 2016, by and between the City of Rancho Cucamonga, a municipal corporation (“City”) and Heska Imaging US, LLC (Cuattro) , a provider of Digital Radiography Systems (“Contractor”).

RECITALS

- A. City has heretofore issued its request for proposals to perform the following services: Digital Radiography Sytem installation, maintenance and repair of equipment including software, upgrades and cloudbank (“the Project”).
- B. Contractor has submitted a proposal to perform the services described in Recital “A”, above, necessary to complete the Project.
- C. City desires to engage Contractor to complete the Project in the manner set forth and more fully described herein.
- D. Contractor represents that it is fully qualified and licensed under the laws of the State of California to perform the services contemplated by this Agreement in a good and professional manner.

AGREEMENT

NOW, THEREFORE, in consideration of performance by the parties of the mutual promises, covenants, and conditions herein contained, the parties hereto agree as follows:

1. Contractor’s Services.

1.1 Scope and Level of Services. Subject to the terms and conditions set forth in this Agreement, City hereby engages Contractor to perform all services described in Recitals “A” and “B” above, including, but not limited to Digital Radiography Sytem installation, maintenance and repair of equipment including software, upgrades and cloudbank, all as more fully set forth in the Contractor’s proposal, dated 10/10/16 and entitled “Scope of Work”, attached hereto as Exhibit “A”, and incorporated by reference herein. The nature, scope, and level of the services required to be performed by Contractor are set forth in the Scope of Work and are referred to herein as “the Services.” In the event of any inconsistencies between the Scope of Work and this Agreement, the terms and provisions of this Agreement shall control.

1.2 Revisions to Scope of Work. Upon request of the City the Contractor will promptly meet with City staff to discuss any revisions to the Project desired by the City. Contractor agrees that the Scope of Work may be amended based upon said meetings, and, by amendment to this Agreement, the parties may agree on a revision or revisions to Contractor’s compensation based thereon. A revision pursuant to

Vendor Initials

this Section that does not increase the total cost payable to Contractor by more than ten percent (10%) of the total compensation specified in Section 3, may be approved in writing by City's Manager without amendment.

1.3 Time for Performance. Contractor shall perform all services under this Agreement in a timely, regular basis consistent with industry standards for professional skill and care, and in accordance with any schedule of performance set forth in the Scope of Work, or as set forth in a "Schedule of Performance", if such Schedule is attached hereto as Exhibit "See Vendor Proposal dated 10/10/16 attached hereto as Exhibit A".

1.4 Standard of Care. As a material inducement to City to enter into this Agreement, Contractor hereby represents that it has the experience necessary to undertake the services to be provided. In light of such status and experience, Contractor hereby covenants that it shall follow the customary professional standards in performing the Services.

1.5 Familiarity with Services. By executing this Agreement, Contractor represents that, to the extent required by the standard of practice, Contractor (a) has investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. Contractor represents that Contractor, to the extent required by the standard of practice, has investigated any areas of work, as applicable, and is reasonably acquainted with the conditions therein. Should Contractor discover any latent or unknown conditions, which will materially affect the performance of services, Contractor shall immediately inform City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the City Representative.

2. Term of Agreement. The term of this Agreement shall be 7 year(s) and shall become effective as of the date of the mutual execution by way of both parties signature (the "Effective Date"). No work shall be conducted; service or goods will not be provided until this Agreement has been executed and requirements have been fulfilled.

Parties to this Agreement shall have the option to renew in one (1) year increments to a total of 7 years, unless sooner terminated as provided in Section 14 herein. Options to renew are contingent upon the City Manager's approval, subject to pricing review, and in accordance to all Terms and Conditions stated herein unless otherwise provided in writing by the City.

3. Compensation.

3.1 Compensation. City shall compensate Contractor as set forth in Exhibit A, provided, however, that full, total and complete amount payable to Contractor shall not exceed \$78,750 (Seventy-Eight Thousand Seven Hundred Fifty Dollars), including all out of pocket expenses, unless additional compensation is approved by the

Vendor Initials

However, City shall withhold not more than ten percent (10%) of any invoice amount pending receipt of any deliverables reflected in such invoice. Under no circumstance shall Contractor be entitled to compensation for services not yet satisfactorily performed.

The parties further agree that compensation may be adjusted in accordance with Section 1.2 to reflect subsequent changes to the Scope of Services. City shall compensate Contractor for any authorized extra services as set forth in Exhibit A.

4. Method of Payment.

4.1 Invoices. Contractor shall submit to City monthly invoices for the Services performed pursuant to this Agreement. The invoices shall describe in detail the Services rendered during the period and shall separately describe any authorized extra services. Any invoice claiming compensation for extra services shall include appropriate documentation of prior authorization of such services. All invoices shall be remitted to the City of Rancho Cucamonga, California.

4.2 City shall review such invoices and notify Contractor in writing within ten (10) business days of any disputed amounts.

4.3 City shall pay all undisputed portions of the invoice within thirty (30) calendar days after receipt of the invoice up to the not-to-exceed amounts set forth in Section 3.

4.4 All records, invoices, time cards, cost control sheets and other records maintained by Contractor relating to services hereunder shall be available for review and audit by the City.

5. Representatives.

5.1 City Representative. For the purposes of this Agreement, the contract administrator and City representative shall be Veronica Fincher, Animal Service Director, or such other person as designated in writing by the City ("City Representative"). It shall be Contractor's responsibility to assure that the City Representative is kept informed of the progress of the performance of the services, and Contractor shall refer any decisions that must be made by City to the City Representative. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the City Representative.

5.2 Contractor Representative. For the purposes of this Agreement, Steve Asakowicz is hereby designated as the principal and representative of Contractor authorized to act in its behalf with respect to the services specified herein and make all decisions in connection therewith ("Contractor's Representative"). It is expressly understood that the experience, knowledge, capability and reputation of the Contractor's Representative were a substantial inducement for City to enter into this Agreement. Therefore, the Contractor's Representative shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to

Vendor Initials

personally supervise the services hereunder. Contractor may not change the Responsible Principal without the prior written approval of City.

6. Contractor's Personnel.

6.1 All Services shall be performed by Contractor or under Contractor's direct supervision, and all personnel shall possess the qualifications, permits, and licenses required by State and local law to perform such Services, including, without limitation, a City business license as required by the City's Municipal Code.

6.2 Contractor shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the Services and compliance with the standard of care set forth in Section 1.4.

6.3 Contractor shall be responsible for payment of all employees' and subcontractors' wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security. By its execution of this Agreement, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code that require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

6.4 Contractor shall indemnify, defend and hold harmless City and its elected officials, officers and employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from Contractor's violations of personnel practices and/or any violation of the California Labor Code. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this Section 6.

7. Ownership of Work Product.

7.1 Ownership. All documents, ideas, concepts, electronic files, drawings, photographs and any and all other writings, including drafts thereof, prepared, created or provided by Contractor in the course of performing the Services, including any and all intellectual and proprietary rights arising from the creation of the same (collectively, "Work Product"), are considered to be "works made for hire" for the benefit of the City. Upon payment being made, and provided Contractor is not in breach of this Agreement, all Work Product shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Basic survey notes, sketches, charts, computations and similar data prepared or obtained by Contractor under this Agreement shall, upon request, be made available to City. None of the Work Product shall be the subject of any common law or statutory copyright or copyright application by Contractor. In the event of the return of any of the Work Product to Contractor or its representative, Contractor shall be responsible for its safe return to City. Under no circumstances shall Contractor fail to deliver any draft or final designs, plans, drawings,

Vendor Initials

reports or specifications to City upon written demand by City for their delivery, notwithstanding any disputes between Contractor and City concerning payment, performance of the contract, or otherwise. This covenant shall survive the termination of this Agreement. City's reuse of the Work Product for any purpose other than the Project, shall be at City's sole risk.

7.2. Assignment of Intellectual Property Interests: Upon execution of this Agreement and to the extent not otherwise conveyed to City by Section 7.1, above, the Contractor shall be deemed to grant and assign to City, and shall require all of its subcontractors to assign to City, all ownership rights, and all common law and statutory copyrights, trademarks, and other intellectual and proprietary property rights relating to the Work Product and the Project itself, and Contractor shall disclaim and retain no rights whatsoever as to any of the Work Product, to the maximum extent permitted by law. City shall be entitled to utilize the Work Product for any and all purposes, including but not limited to constructing, using, maintaining, altering, adding to, restoring, rebuilding and publicizing the Project or any aspect of the Project.

7.3 Title to Intellectual Property. Contractor warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of the Work Product and/or materials produced under this Agreement, and that City has full legal title to and the right to reproduce any of the Work Product. Contractor shall defend, indemnify and hold City, and its elected officials, officers, employees, servants, attorneys, designated volunteers, and agents serving as independent contractors in the role of City officials, harmless from any loss, claim or liability in any way related to a claim that City's use is violating federal, state or local laws, or any contractual provisions, relating to trade names, licenses, franchises, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Contractor shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, software, equipment, devices or processes used or incorporated in the Services and materials produced under this Agreement. In the event City's use of any of the Work Product is held to constitute an infringement and any use thereof is enjoined, Contractor, at its expense, shall: (a) secure for City the right to continue using the Work Product by suspension of any injunction or by procuring a license or licenses for City; or (b) modify the Work Product so that it becomes non-infringing. This covenant shall survive the termination of this Agreement.

8. Status as Independent Contractor. Contractor is, and shall at all times remain as to City, a wholly independent contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act as an agent of City. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City. Contractor shall pay all required taxes on amounts paid to Contractor under this Agreement, and to defend, indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against

Vendor Initials

City by reason of the independent contractor relationship created by this Agreement. Contractor shall fully comply with the workers' compensation law regarding Contractor and Contractor's employees

9. Confidentiality. Contractor may have access to financial, accounting, statistical, and personnel data of individuals and City employees. Contractor covenants that all data, documents, discussion, or other information developed or received by Contractor or provided for performance of this Agreement are confidential and shall not be disclosed by Contractor without prior written authorization by City. City shall grant such authorization if applicable law requires disclosure. All City data shall be returned to City upon the termination of this Agreement. Contractor's covenant under this Section shall survive the termination of this Agreement. This provision shall not apply to information in whatever form that is in the public domain, nor shall it restrict the Contractor from giving notices required by law or complying with an order to provide information or data when such an order is issued by a court, administrative agency or other legitimate authority, or if disclosure is otherwise permitted by law and reasonably necessary for the Contractor to defend itself from any legal action or claim.

10. Conflict of Interest.

10.1 Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the Services, or which would conflict in any manner with the performance of the Services. Contractor further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Contractor shall avoid the appearance of having any interest, which would conflict in any manner with the performance of the Services. Contractor shall not accept any employment or representation during the term of this Agreement which is or may likely make Contractor "financially interested" (as provided in California Government Code §§1090 and 87100) in any decision made by City on any matter in connection with which Contractor has been retained.

10.2 Contractor further represents that it has not employed or retained any person or entity, other than a *bona fide* employee working exclusively for Contractor, to solicit or obtain this Agreement. Contractor has not paid or agreed to pay any person or entity, other than a *bona fide* employee working exclusively for Contractor, any fee, commission, gift, percentage, or any other consideration contingent upon the execution of this Agreement. Upon any breach or violation of this warranty, City shall have the right, at its sole and absolute discretion, to terminate this Agreement without further liability, or to deduct from any sums payable to Contractor hereunder the full amount or value of any such fee, commission, percentage or gift.

10.3 Contractor has no knowledge that any officer or employee of City has any interest, whether contractual, noncontractual, financial, proprietary, or otherwise, in this transaction or in the business of Contractor, and that if any such interest comes to the knowledge of Contractor at any time during the term of this Agreement, Contractor shall immediately make a complete, written disclosure of such interest to City, even if

Vendor Initials

such interest would not be deemed a prohibited “conflict of interest” under applicable laws as described in subsection 10.1.

11. Indemnification.

11.1 To the maximum extent permitted by law, the Contractor shall defend, indemnify and hold the City, and its elected officials, officers, employees, servants, volunteers, and agents serving as independent contractors in the role of City officials, (collectively, “Indemnitees”), free and harmless with respect to any and all damages, liabilities, losses, reasonable defense costs or expenses (collectively, “Claims”), including but not limited to Claims relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to the acts, omissions, activities or operations of Contractor or any of its officers, employees, subcontractors, Contractors, or agents in the performance of this Agreement. Contractor shall defend Indemnitees in any action or actions filed in connection with any such Claims with counsel of City’s choice, and shall pay all costs and expenses, including actual attorney’s fees and experts’ costs incurred in connection with such defense. The indemnification obligation herein shall not in any way be limited by the insurance obligations contained in this Agreement provided, however, that the Contractor shall have no obligation to indemnify for Claims arising out of the sole negligence or willful misconduct of any of the Indemnitees.

11.2 Nonwaiver of Rights. Indemnitees do not, and shall not, waive any rights that they may possess against Contractor because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.

11.3 Waiver of Right of Subrogation. Except as otherwise expressly provided in this Agreement, Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Contractor.

11.4 Survival. The provisions of this Section 11 shall survive the termination of the Agreement and are in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee’s right to recover under this indemnity provision, and an entry of judgment against Contractor shall be conclusive in favor of the Indemnitee’s right to recover under this indemnity provision.

Vendor Initials

12. Insurance.

12.1 Liability Insurance. Contractor shall procure and maintain in full force and effect for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services hereunder by Contractor, and/or its agents, representatives, employees or subcontractors.

12.2 Minimum Scope of Insurance. Unless otherwise approved by City, coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
- (2) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
- (3) Worker's Compensation insurance as required by the State of California, and Employer's Liability Insurance.

12.3 Minimum Limits of Insurance. Contractor shall maintain limits no less than:

- (1) Commercial General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. Commercial General Liability Insurance or other form with a general aggregate limit shall apply separately to this Agreement or the general limit shall be twice the required occurrence limit.
- (2) Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
- (3) Employer's Liability: \$1,000,000 per accident and in the aggregate for bodily injury or disease and Workers' Compensation Insurance in the amount required by law.
- (4) The Insurance obligations under this Agreement shall be the greater of (i) the Insurance coverages and limits carried by the Contractor; or (ii) the minimum Insurance coverages and limits shown in this Agreement. Any insurance proceeds in excess of the specified limits and coverage required which are applicable to a given loss, shall be available to the City. No representation is made that the minimum Insurance requirements of this Agreement are sufficient to cover the obligations of the Contractor under this agreement.

Vendor Initials

12.4 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City and shall not reduce the limits of coverage. City reserves the right to obtain a full certified copy of any required insurance policy and endorsements.

12.5 Other Insurance Provisions.

- (1) The commercial general liability and automobile liability policies are to contain the following provisions on a separate additionally insured endorsement naming the City, its officers, officials, employees, designated volunteers and agents serving as independent contractors in the role of City officials, as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; and/or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no limitations on the scope of protection afforded to City, its officers, officials, employees, designated volunteers or agents serving as independent contractors in the role of City officials which are not also limitations applicable to the named insured.
- (2) For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance as respects City, its officers, officials, employees, designated volunteers and agents serving as independent contractors in the role of City officials. Any insurance or self-insurance maintained by City, its officers, officials, employees, designated volunteers or agents serving as independent contractors in the role of City officials shall be in excess of Contractor's insurance and shall not contribute with it.
- (3) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Contractor shall forthwith obtain and submit proof of substitute insurance. Should Contractor fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure

Vendor Initials

such insurance at Contractor's sole cost and expense.

- (5) Each insurance policy required by this clause shall expressly waive the insurer's right of subrogation against City, its elected officials, officers, employees, servants, attorneys, designated volunteers, and agents serving as independent contractors in the role of City officials.
- (6) Each policy shall be issued by an insurance company approved in writing by City, which is admitted and licensed to do business in the State of California and which is rated A:VII or better according to the most recent A.M. Best Co. Rating Guide.
- (7) Each policy shall specify that any failure to comply with reporting or other provisions of the required policy, including breaches of warranty, shall not affect the coverage required to be provided.
- (8) Each policy shall specify that any and all costs of adjusting and/or defending any claim against any insured, including court costs and attorneys' fees, shall be paid in addition to and shall not deplete any policy limits.
- (9) Contractor shall provide any and all other insurance, endorsements, or exclusions as required by the City in any request for proposals applicable to this Agreement.

12.6 Evidence of coverage. Prior to commencing performance under this Agreement, the Contractor shall furnish the City with certificates and original endorsements, or copies of each required policy, effecting and evidencing the insurance coverage required by this Agreement including (1) Additional Insured Endorsement(s), (2) Worker's Compensation waiver of subrogation endorsement, and (3) General liability declarations or endorsement page listing all policy endorsements. The endorsements shall be signed by a person authorized by the insurer(s) to bind coverage on its behalf. All endorsements or policies shall be received and approved by the City before Contractor commences performance. If performance of this Agreement shall extend beyond one year, Contractor shall provide City with the required policies or endorsements evidencing renewal of the required policies of insurance prior to the expiration of any required policies of insurance.

12.7 Contractor agrees to include in all contracts with all subcontractors performing work pursuant to this Agreement, the same requirements and provisions of this Agreement including the indemnity and insurance requirements to the extent they apply to the scope of any such subcontractor's work. Contractor shall require its subcontractors to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City pursuant to this Agreement, and to require each of its subcontractors to include these same provisions in its contract with any sub-

Vendor Initials

subcontractor.

13. Cooperation. In the event any claim or action is brought against City relating to Contractor’s performance or services rendered under this Agreement, Contractor shall render any reasonable assistance and cooperation that City might require. City shall compensate Contractor for any litigation support services in an amount to be agreed upon by the parties.

14. Termination. City shall have the right to terminate this Agreement at any time for any or no reason on not less than ten (10) days prior written notice to Contractor. In the event City exercises its right to terminate this Agreement, City shall pay Contractor for any services satisfactorily rendered prior to the effective date of the termination, provided Contractor is not then in breach of this Agreement. Contractor shall have no other claim against City by reason of such termination, including any claim for compensation. City may terminate for cause following a default remaining uncured more than five (5) business days after service of a notice to cure on the breaching party.

Contractor may terminate this Agreement for cause upon giving the City D ten (10) business days prior written notice for any of the following: (1) uncured breach by the City of any material term of this Agreement, including but not limited to Payment Terms; (2) material changes in the conditions under which this Agreement was entered into, coupled with the failure of the parties to reach accord on the fees and charges for any Additional Services required because of such changes.

15. Notices. Any notices, bills, invoices, or reports authorized or required by this Agreement shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during Contractor’s and City’s regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses set forth in this Section, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this Section.

All notices shall be addressed as follows:

If to City: Veronica Fincher, Animal Service Director
11780 Arrow Route
Rancho Cucamonga, CA 91730

If to Contractor: Heska Imaging US, LLC
Attn. Chief Executive Officer
3760 Rocky Mountain Ave
Loveland, CO 80538

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16. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation. Contractor will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

17. Assignment and Subcontracting. Contractor shall not assign or transfer any interest in this Agreement or subcontract the performance of any of Contractor's obligations hereunder without City's prior written consent. Except as provided herein, any attempt by Contractor to so assign, transfer, or subcontract any rights, duties, or obligations arising hereunder shall be null, void and of no effect.

18. Compliance with Laws. Contractor shall comply with all applicable federal, state and local laws, ordinances, codes and regulations in force at the time Contractor performs the Services. Contractor is aware of the requirements of California Labor Code Section 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 16000, *et seq.*, ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and compliance with other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The applicable prevailing wage rate determinations can be found at <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm> Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services, available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

19. Non-Waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Contractor constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Contractor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

20. Attorney's Fees. In the event that either party to this Agreement shall commence any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees and costs of experts.

Vendor Initials

21. **Exhibits; Precedence.** All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

22. **Applicable Law and Venue.** The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California. Venue for any action relating to this Agreement shall be in the San Bernardino County Superior Court.

23. **Construction.** In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the Agreement or who drafted that portion of the Agreement.

24. **Entire Agreement.** This Agreement consists of this document, and any other documents, attachments and/or exhibits referenced herein and attached hereto, each of which is incorporated herein by such reference, and the same represents the entire and integrated agreement between Contractor and City. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement.

IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the date first written above.

Contractor Name: Heska Imaging US, LLC

City of Rancho Cucamonga

By: [Signature] October 24, 2016
Name Date

By: _____
Name Date

Chief Financial Officer
Title

Title

By: [Signature] 10/24/16
Name Date

Executive Vice President
Title

(two signatures required if corporation)

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EXHIBIT A**SCOPE OF SERVICES**

Instillation of Digital Radiography System (see Cuattro proposal dated 10/10/16)

Customer support as listed in Cuattro proposal

Service warranty including advanced loaner program, 99% uptime guarantee program, service material, software support, data hosting as listed in Cuattro proposal

3 year total warranty - equipment products. 3 year support software products. Includes support, software upgrades and cloudbanks as listed in Cuattro Proposal

4 year equipment warranty and software support extension including support, software upgrades and cloudbank as listed in Cuattro Proposal

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EXHIBIT B

SCHEDULE FOR PERFORMANCE

Please see Vendors Proposal attached hereto as Exhibit A and dated 10/10/16

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Attachment A – Sample Waiver of Subrogation
(Sample Only – Not all forms will look identical to this Sample)

P74



WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 03 13 (00) -01

POLICY NUMBER

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

The City of Rancho Cucamonga, its officers, officials, employees, designated volunteers and agents serving as independent contractors in the role of City or officials.

DESIGNATED ORGANIZATION:

DATE OF ISSUE

Vendor Initials

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
<p>The City of Rancho Cucamonga, its officers, officials, employees, designated volunteers and agents serving as independent contractors in the role of City or officials.</p>	
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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2016 NORTH AMERICA – ORDER SUMMARY / MWSTC / SCHEDULES



Hospital: Rancho Cucamonga Animal Care and Adoption

10/10/2016 9:44 AM

Contact: Cindy Servantez

VOID 5 DAYS FROM ISSUE

Office Phone:

Credit Card: Visa / MC (Only) #:

Mobile:

(Exclude last 4 digits, Phone in by sales.)

Street Address: 11780 Arrow Route

Name:

City, State, Zip: Rancho Cucamonga, CA 91730

Expire:

Email (required): Cindy.Servantez@cityofrc.us

Facsimile:

Unless noted otherwise, requested delivery is 6 to 8 weeks from acceptance of order by Cuattro. All progress payments, including delivery portion, are due prior to final Product activation. Payment in full is due on first available use by Customer, unless otherwise agreed in writing by Cuattro. Product and Software may be deactivated until all payments are received. If we incur collection expenses, you agree to reimburse us for them, plus 1.5% per month of the past due amounts. We may, accept or deny changes up to 4 weeks prior to the expected delivery, but delivery may be delayed if we accept changes. Order may not be cancelled. No cooling off period. Remedy is Warranty and Support per MWSTC herein.

FAX TO 970-619-3004 OR EMAIL TO Hlorders@heska.com.

IF YOU ARE TAX EXEMPT, YOU MUST SUBMIT EXEMPTION CERTIFICATE ON ORDER. BY SIGNING, YOU AGREE TO THE MASTER WARRANTY AND SUPPORT TERMS AND CONDITIONS AND SCHEDULES (THE "AGREEMENT"). PAYMENTS NOT REFUNDABLE. ORDER NOT CANCELABLE.

TAXES: ALL AMOUNTS PLUS TAXES AND DUTIES (TO BE ITEMIZED ON FINAL INVOICE)

WARRANTY: CUATTRO'S MASTER WARRANTY AND SUPPORT TERMS AND CONDITIONS APPLY

DELIVERY: FOB (TITLE/RISK TRANSFER) SHIPPING POINT. CUSTOMER PAYS OR REIMBURSES SHIPPING (\$750 SHIPPING)

PAYMENT: CASH: AT ORDER - 10% DEPOSIT + \$750 SHIPPING + DOCUMENTS. 60% AT SHIP. ON DELIVERY: NET ALL AMOUNTS.

Quotation, Master Warranty and Support Terms and Conditions, End User Software License, and Schedules Accepted By:



(Signature)

(Title)

(Date)

1 JANUARY 1, 2016. PRIOR TO EXECUTION, OFFER SUBJECT TO CHANGE WITHOUT NOTICE. REP: _____
Order cannot be canceled by Customer and is not subject to delay, offset, or renegotiation by Customer.

2016 NORTH AMERICA – ORDER SUMMARY / MWSTC / SCHEDULES



PN#	QTY	DESCRIPTION (9-1-2016)	PRICE	
			EACH	LINE TOTAL
CloudDR by Cuattro				
DET-00014	1	HD HIGH DEFINITION FIXED CUATTRO 17X17" CESIUM DETECTOR. 100 MICRON HD PIXEL. DIRECT DEPOSITION CESIUM. 18.6 MILLION PIXELS. 16 BIT(65,536 GRAYSCALE) CAPTURE AND PROCESS NATIVELY THROUGHOUT THE ENTIRE IMAGE CHAIN. CASSETTE SIZED FORM FACTOR. AUTOMATIC EXPOSURE DETECTION (AUTO-TRIGGER), SOLID STATE FLAT PANEL DETECTOR. LIMITING RESOLUTION AN ASTOUNDING 5.0 PER MM. OPERABLE FROM WINDOWS 8 EMBEDDED 64 BIT OS. LIGHT AND CLEAN TRADITIONAL FORM FACTOR WITH LIGHT-WEIGHT METAL BUMPER. INCLUDES CABLES, SYNCHRONIZATION, POWER UNIT. ENGINEERED IN GERMANY. MADE IN THE USA.	\$ 34,000	\$ 34,000
CDRSM-001	1	23.5" TOUCH CLOUD-DR SM OPERATOR'S CPU AND TOUCHSCREEN CONFIGURED FOR DIRECT CLOUDBANK ARCHIVE AT POINT OF STORE (NOT PSEUDO OFFSITE SNAPSHOT DUPLICATION). CLOUD-DR DIGITAL RADIOGRAPHY ACQUISITION SIMULTANEOUSLY ROUTES DICOM STUDIES DIRECTLY TO CLOUD-BASED-PACS AND TO LOCAL PACS VIEWERS AND SERVERS, AND SPECIALIST OVERREAD PACS, ALL WITH ONE USER TOUCH, USER CONFIGUREABLE. ONE-CLICK IMAGE "COPILOT" CONNECTS YOU TO CUATTRO'S 24/7 TECHNICAL EXPERTS FOR IMAGE OPTIMIZATION ADVICE AND ASSISTANCE. ONE-CLICK SUPPORTCLOUD SESSION CONNECTION (FROM WITHIN THE APPLICATION) CONNECTS YOU FOR FULLY COLLABORATIVE AND SUPPORTCLOUD CONTROLLED REMOTE ASSISTANCE SESSION WITHOUT THE USER EVER LEAVING THE CLOUD-DR APPLICATION. FULL DICOM SERVICE CLASSES.	\$ 5,000	\$ 5,000
SWR-00021-SM	1	CLOUD DR SM - VETERINARY CUATTRO ACQUISITION SOFTWARE. INCLUDES CV (SWR-00007) AND DICOM (SWR-00008) LICENSES. CLOUD-DR SOFTWARE UTILIZING THE POWER OF WINDOWS 8 EMBEDDED 64 BIT OPERATING SYSTEM. MULTI-TOUCH. ONBOARD SIDE-BY-SIDE PRIOR STUDY COMPARISON MODE. WITH DICOM MWL/PRINT/DVD WITH FREEDOM 2014 DR 13 BAND 16 BIT ADAPTIVE MULTI-FREQUENCY IMAGE AND AUTO-EXPOSE TUNING SM FOR HD HIGH DEFINITION AND SD STANDARD DEFINITION DETECTORS.	\$ 15,000	\$ 15,000
SWR-00051	1	NEW VNA CLOUDBANK DICOM SERVER+ARCHIVE VET (HOSTED/MANAGED). MASTER WARRANTY AND SUPPORT T/C APPLY. WITHOUT WAR-00 SERIES WARRANTY-SUPPORT IN FORCE, OPTIONAL FEES MAY APPLY. DICOM NODE CONNECTION FEE MAY BE REQUIRED AND MAY BE SUBJECT TO APPROVAL AND CERTIFICATION OF DEVICE AND DATA. STUDY DATA SIZE AND MONTHLY DATA LIMITS APPLY. INCLUDES VIEWCLOUD VIEWCLOUD VNA WEB NATIVE EDITION. SPECIALIST RADIOLOGY AND ORTHOPAEDIC PACS SOFTWARE + BROWSER VIEWING TECHNOLOGY WITH PREFETCHING, WORKLISTING, VENDOR NEUTRAL ARCHIVAL INTEGRATION, CD-DVD UPLOADING, SHARING, AND MORE ON ALMOST ANY INTERNET CONNECTED VIEWING DEVICE.	INCLUDED	INCLUDED
SM-IN-1	1	CLOUD-DR ONE DAY ONSITE INSTALL	INCLUDED	INCLUDED
SELECT QTY 0 TO 4 YEARS EXTENSION: WARRANTY, CLOUDBANK, UPDATES. MAX 7 YEARS TOTAL			EACH	LINE TOTAL
WAR-00059	1	3 YEARS TOTAL INCLUDED. 3 YEAR WARRANTY - EQUIPMENT PRODUCTS. 3 YEAR SUPPORT - SOFTWARE PRODUCTS. MASTER WARRANTY AND SUPPORT TERMS AND CONDITIONS APPLY. INCLUDES SUPPORT, SOFTWARE UPGRADES,AND CLOUDBANK.	INCLUDED	INCLUDED
WAR-00027	4	ADD ONE YEAR. EQUIPMENT WARRANTY W-00001 EQUIPMENT WARRANTY AND SOFTWARE SUPPORT EXTENSION 1 YEAR (PRIOR YEAR CONTIGUOUS ONLY) MASTER WARRANTY AND SUPPORT TERMS AND CONDITIONS APPLY. INCLUDES SUPPORT, SOFTWARE UPGRADES,AND CLOUDBANK.	\$ 2,500	\$ 10,000
			SUBTOTAL	\$ 64,000
ACCESSORIES (UNLESS SPECIFIED OTHERWISE, 1 YEAR WARRANTY ONLY. NO EXTENSION)			EACH	LINE TOTAL
GEN-00011	1	CLOUD-DR RADIOGRAPHIC GENERATOR-TABLE-MECHANICS SYSTEM 32KW: INCLUDES GENERATOR CONTROL SOFTWARE	\$ 18,000	\$ 18,000
			SUBTOTAL	\$ 18,000
PACKAGE SUBTOTAL			TOTAL	TOTAL
			TOTAL	\$ 82,000
LIMITED TIME PROMOTIONAL PROGRAMS (QUALIFICATIONS REQUIRED)				
	1	DISCOUNT: LUMINARY FACILITY (RANCHO CUCAMONGA ANIMAL CARE AND ADOPTION)	\$ (4,000)	\$ (4,000)
PACKAGE GRAND TOTAL (taxes and duties to be itemized on final invoice)			GRAND TOTAL	
				\$ 78,000

2 JANUARY 1, 2016. PRIOR TO EXECUTION, OFFER SUBJECT TO CHANGE WITHOUT NOTICE. REP: _____
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MASTER WARRANTY AND SUPPORT TERMS AND CONDITIONS ("MWSTC")

This Agreement is the complete and exclusive statement of the terms of the contracts between the parties. No prior proposals, statements, course of dealing, or usage of the trade will be a part of any Agreement. If any terms of this Agreement conflict with any literature, Glossary, Schedule, Quotation, Purchase Order, Shipping Document, email, letter, document or other communication, then unless otherwise explicitly provided, this Agreement takes precedence. The Agreement may be entered into and modified only by a writing signed by authorized representatives of each party. Each party has caused this Agreement to be executed by a duly authorized representative on the date beside that party's signature on this Agreement or on a Purchase Order referencing this Agreement. A signed copy of any Agreement delivered by facsimile or scanned email is binding and enforceable on both parties.

BY SIGNING, YOU ACKNOWLEDGE YOU HAVE READ AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND SCHEDULES



(Signature)	(Title)	(Date)
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I. BENEFITS SUMMARY

- Contact:** 1-800-709-4515 (24 hours per day / 7 days per week / 365 days per year) or support@cuattro.com
- Co-Pilot™:** Monday through Friday 8:00am to 6:00pm CST, excluding holidays, for in-depth, expert advise and Co-Pilot (with your on-screen acceptance) of your DR for support, optimization, technical advice, image critique, and tips by a trained Co-Pilot technician.
- SupportCloud™:** 24/7 Call-center voice and remote diagnostics, recovery, Service available Monday through Friday 8:00am to 6:00pm CST by staffed USA Call Center (excluding holidays). Emergency and after-hours call-back (generally under 20 minutes) by USA specialist.
- 99% Uptime:** Included
- ViewCloud™ PACS:** User Customized viewing on any device at www.cuattro.com "Login" (Must be Selected on Order Summary)
- CloudBank™:** Secure Cloud-Based DICOM storage and PACS by medical grade level centers. (See MWSTC) (Must be selected on Order Summary)
- Updates/Fixes:** Free
- Software Upgrades:** Free Software Feature Upgrades to PACS and Acquire. Does not include Hardware Updates (see MWSTC)
- Advanced Loaner:** Included

II. DEFINITIONS

"Agreement" means this agreement and the applicable, in force, most recent MWSTC, Schedules, and EUSLA, governing matters of Equipment, Software, Support, and Service(s), by and between Customer, third parties or Distributors (if any), and Cuattro.

"Call Center" means the telephone or remote software support center, with normal business hours (non-holidays) initial response target of 20 minutes.

"Cuattro/We/Us" means Heska Imaging US, LLC or its assigns or majority owned affiliate entities.

"Customer" means an end user customer who purchases Equipment or Software from Cuattro or from a distributor that is authorized by Cuattro to license or to resell such Product(s) to that specific end user under this Agreement at the time of delivery of Products to Customer,.

"Data" means Customer originated DICOM metadata, images, study information, patient information, and data directly related to them received by Cuattro.

"Data Hosting" means when Customer sends Data to Cuattro designated data center(s) and Cuattro receives and accepts such Data for storage and access by Customer, as provided for and limited by the terms and conditions of this MWSTC and other agreement or Schedule that may provide for Data Hosting.

"Data Format" DICOM Store to Data Hosting in uncompressed format, .90, or .91 compression or in the case of alphanumeric data, in HL7.

"EUSLA" means the most recent End User Software License Agreement as measured from Software's last use, as available for download or review at www.vet.cuattro.com and as provided with each Software, and available by request by calling Call Center or by email to support@cuattro.com.

"Equipment" means only the new hardware identified in the Equipment Products Schedule that is also: (i) acquired, purchased, leased, or rented by a Customer, as evidenced by prior executed documents detailing Equipment, (ii) paid for in full, including associated fees and taxes, under the terms of this Agreement, and (iii) purchased by an entity in good standing with Cuattro, where that entity has adhered to, if applicable, uninterrupted compliance with EUSLA for Software. Equipment excludes Software. Equipment may also be part of a "Product".

"Fix" means Software generally available release that includes repair(s), removal(s), or modification(s) to Software with regard to Level 1 issues.

"Level 1" means any issue with the Software or Equipment that renders Software or Equipment unfit or non-working, for its intended use in the most basic functions of capturing, rendering, displaying, and locally storing digital radiographic images on clinical patients.

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"Level 2" means any issue with the Software or Equipment that results in Software or Equipment performance that is substantially outside of Cuattro's written specifications, but does not fall within the severity of Level 1.

"Level 3" means any issue with the Software or Equipment that is not Level 1 or Level 2, but has performance or "bugs" that are not defined in Cuattro's written specifications, including, but not limited to interoperability Issues with third party supplied items.

"Product(s)" means Equipment acquired by a Customer under the terms of this Agreement and a Warranty Agreement, and paid for in full by Customer. Products may include Software that is licensed, delivered or embedded in or with Equipment.

"Service(s)" means all services provided under this Agreement by Cuattro, strictly limited to those services specifically identified in the Agreement as explicit obligations of Cuattro to fulfill Cuattro's obligations during the Warranty Term of any valid and in force Warranty Agreement.

"Site" means the geographic location, or in the case of mobile use, the geographic region, within the United States of America or Canada, where the Customer and Equipment is located for patient care.

"Software" means the software license(s) delivered by Cuattro, for use only in conjunction with or embedded in Equipment, for which Customer has paid current amounts due, in full, under the terms and conditions accepted in writing by Cuattro, that are also; (i) acquisition software, (ii) image tuning software, (iii) DICOM software, (iv) PACS software, (v) web-based PACS software, and (vi) Cuattro additions, modifications, substitutions, and replacements of them. Software is not warranted. Software may be eligible for Support, as defined and limited hereinafter. Software is not sold, it is licensed, subject to and based upon Customer's uninterrupted adherence to the EUSLA, this Agreement, and Software license most recently in effect on (i) in the case of a one-time, non-upgraded, non-updated, local CPU installed, Software license, the date of the Software delivery to Customer, or (ii) in the case of an upgraded, updated, remote hosted, ASP, thin client Software license, or web service, on the date of Customer's most recent use or access of the Software. Software excludes Equipment and Windows™ operating system. Software may also be part of a Product.

"Study" means an instance of Data from a single patient, from a single DICOM Node, from a single Site, received by Cuattro for Data Hosting.

"Support" means the technical assistance for Software provided under this Agreement, as described in Section "Software Support in Warranty Term". Software is Supported and not warranted. Warranty may include Support. Support does not include Warranty.

"Update" means Software generally available release that includes repair(s), removal(s), or modification(s) to Software with regard to Level 2/3 Issues.

"Upgrade" means Software generally available release that includes new or incremental feature(s), function(s), improvement(s) repair(s), removal(s), or modification(s), major and/or minor, to Software, and may also include Update or Fix for Level 1, Level 2, and Level 3 issues.

"Warranty Agreement" means any in force, valid, paid-up, current Warranty Agreement for Service(s) validly due under the Agreement.

"Warranty" means the Service(s) validly due under the in force Warranty Agreement pursuant to this Agreement. Warranty may include Support.

"You/Your" means Customer, Distributor, or end user customer who is or makes a claim for Service(s) under the Agreement.

III. TERM FOR WARRANTY AGREEMENT

Unless agreed to in writing by Cuattro or otherwise herein, the Warranty Agreement term for new Products sold to Customer shall be one (1) year (the **"Warranty Term"**), and shall begin on the earlier of; (i) thirty (30) days following initial delivery of the Equipment to Customer, or (ii) upon first clinical use of the Product. The fee for the Warranty Agreement during the initial Warranty Term is included in the purchase price of the new Product. For Products containing Software, during the Warranty Term, Cuattro shall Support the Software. The Warranty Term for used equipment or third party (and/or used) equipment for which Cuattro agrees to provide a Warranty Agreement (such as Varian Paxscan™ 4336, 4343, 4030R, 4030E, 2520 Series detectors) shall be explicitly written on an attached Schedule to this Agreement or there shall be no Warranty Agreement for it, which shall be sold or used "AS-IS". No Warranty Agreement, Service, Support, or Software is transferrable, without the express written permission of Cuattro. Upon the end of Warranty Term, Warranty Agreement and all Services shall end. Cuattro may or may not (in its sole discretion without liability or obligation) offer for sale a new Warranty Agreement for some or all of the Products past the Warranty Term. Unless or until a new Warranty Agreement is countersigned by an authorized Cuattro representative, it shall be deemed rejected by Cuattro and shall have no force or effect.

If at the point of sale, prior to delivery of Products to Customer, the Customer purchases a Warranty Agreement with an extended term, the Warranty Term shall be deemed to be as follows, pursuant to Customer's written selection and payment (and Cuattro's acceptance thereof) for the extended Warranty Term:

1. 7 Years (for point of sale 6 Year Extension to the 1 Year Warranty Term) – Equipment Services and Software Support.
2. 5 Years (for point of sale 4 Year Extension to the 1 Year Warranty Term) – Equipment Services and Software Support.
3. 5+2 (for point of sale 1 Year Extension to the 1 Year Warranty Term, plus 3 additional 1 Year Extensions to Software Support only)

IV. CUSTOMER RESPONSIBILITIES TO OBTAIN BENEFITS

To limit potential Software and Equipment downtime, Customer agrees, unless instructed otherwise, in writing, by Cuattro, to:

1. Provide and maintain a broadband connection to the Equipment, with open firewall and network access for Cuattro's remote access at all times requiring Service or, failing which, (i) SERVICE AND SUPPORT SHALL BE DELAYED, LIMITED, OR PRECLUDED, (ii) SYSTEM UPTIME AND UPTIME COMMITMENT MAY BE REDUCED WITHOUT LIABILITY TO CUATTRO; AND (iii) CUSTOMER MAY INCUR ADDITIONAL COSTS.
2. Provide all assistance reasonably requested by Cuattro to assist in gathering data from the Equipment, Software and other equipment, and use best efforts to provide accurate and complete data, information regarding Service, and troubleshooting assistance.

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3. Comply with the requirements of any implementation guidelines, security procedures, or other instructions provided by Cuattro, including having access to commercially available software and internet browsers, at Customer's expense, selected by Cuattro that are reasonably necessary for access to or use of Customer, Equipment, or Software information. Provide Cuattro with up-to-date email addresses for Product bulletins, Updates, and Fixes.
4. Ensure the security of networked Equipment and Customer supplied equipment, by taking appropriate measures to prevent unauthorized access to Equipment and interception of communications between Cuattro and the networked Equipment, including isolating networked Equipment from other networks, setting up firewalls, preventing introduction of malware and spyware, and other measures to ensure security of Equipment and Software.
5. Ensure the Equipment is used solely in accordance with reasonable care and caution, pursuant to operation manuals and this Agreement, by properly qualified and licensed personnel who are supervised and trained by Customer.
6. Provide a suitable environment for the Equipment. Maintain the temperature, cleanliness, debris-free nature and safety of that environment consistent with best care of the Equipment (including without limitation, protection from Site structural deficiency; power surge, fluctuation or failure; or dust, sand, hair, fluids, moisture, chemicals or other particles or debris).
7. Promptly notify Cuattro of the occurrence of a Warranty or Support event. Additional damage or Service(s) arising from delay in notifying Cuattro of a claim may result in refusal, delay, or additional costs invoiced to Customer for Service arising or as a consequence of such delay.
8. Promptly cease using any Equipment or Software which may cause, has been identified as likely to cause, or does cause danger to patients, users, or any person, data loss, or data confidentiality breach, and to immediately notify Cuattro of such occurrence or likelihood of occurrence.
9. Reasonably assist Cuattro with customer serviceable parts removal, packaging, shipment, tracking and re-install, under the direct guidance and assistance of Cuattro, using (and not deviating from) Cuattro prepared written instructions and/or verbal instructions.
10. In the case of return of Equipment for Service, to return the Equipment to Cuattro with a completed Return Material Authorization (RMA) describing the reason for return, date of removal, end user contact information, RMA # issued by Cuattro, and other pertinent information.
11. Take reasonable care and diligence in packaging. In all cases in which Customer ships any item to Cuattro, Customer is solely responsible for freight damage and all costs due to inadequate Customer packaging. If Customer is unsure whether an item is packaged properly, Customer is encouraged to contact Cuattro prior to Customer's shipment.
12. Refrain from modifying, adding or combining any hardware or software to the Equipment or Software. If You want to connect any devices made by other companies to Equipment or Software, ask Cuattro for assistance. Only approved devices may be connected. Connecting non-approved devices or software may void the Warranty and Support.
13. Pay all sales, use, ad valorem, excise, personal property or other tax or levy arising out of this Agreement, except taxes on Cuattro's net income.

V. EXCLUSIONS FROM COVERAGE AND COVERAGE LIMITATIONS

Services under this Agreement and any purchase involving a trade-in of Customer property DO NOT include (i) the provision and maintenance of a broadband connection to the Products; (ii) the provision of security measures to protect Site network from unauthorized access or virus; (iii) support for remote connectivity solutions not installed by Cuattro; (iv) support, counseling, recommendation or instruction for the repair, replacement, removal, or disposal of accessories, power supply equipment or consumable items, including without limitation batteries, cassettes, computers, monitors, x-ray generators, tables, magnets, radiation sources, x-ray tubes, software, hard drives, bulbs, glassware, storage media, or any item that is not Equipment; (v) the provision, support, counseling recommendation, instruction, payment, or reimbursement of any rigging, removal or facility cost (or damage thereby caused), including monitor or computer mounting, cable installation, network cabling, and/or other activities related to information technology or moving or removal of pre-existing items; (vi) material and labor costs associated with existing facilities (wire, termination fields, network facilities, electrical infrastructure, equipment room, peripherals, adjuncts); or (vii) temporary installation of equipment for testing, training, and other purposes. No Agreement or agreement(s) shall cover, to the extent that malfunction or request for Service is caused by, in Cuattro's reasonable opinion, (i) accident, abuse, alteration, misuse, neglect, or use of Equipment for high-energy applications (ii) failure to use Products under normal operating conditions or environment or within Cuattro specified ratings or according to Cuattro operation instructions (including damage from liquid or temperatures outside of environmental and duty cycle ranges), (iii) lack of routine care or maintenance, (iv) failure to use or take any proper or reasonable precautions or failure to use Products for their intended use, (v) user modification of any Product, (vi) connection of any device or peripheral to the Products that has not been approved in writing by Cuattro prior to such use, (vii) latent defects discovered after expiration of the applicable warranty period, (viii) consultation or training to assist your development or modification of any software, workflow, protocols, or interoperability of such to third parties, or (ix) material and labor costs associated with reusing existing facilities (wire, termination fields, network facilities, equipment, peripherals, adjuncts, existing x-ray generators or their components). No Warranty or Support includes coverage for (i) Customer-supplied software, (ii) equipment warranted by another manufacturer, (iii) replacement of expendable, consumable or limited life items, including detector tunnels, grids, synchronization cables, data cables, carry bags, detector covers, hand clickers, foot pedals, containers, batteries, bulbs, radiation sources, storage media, and/or additional protective or patient positioning devices used with the Products, or (iv) new personnel training, education, continuing education credits, or professional or regulatory accreditation. Services NEVER extend beyond the Equipment or to devices not provided by Cuattro or to any facilities connected to, providing power or data to, drawing power or data from, or in any way associated or linked to the Equipment or Software. To be eligible for Service(s), all Equipment and Software, from the time of delivery to Customer from Cuattro, must have been used under normal operating conditions, for the intended use, within the limits of this Warranty Agreement. Misuse, abuse, including dropping of Products or other physical damage, improper installation by anyone other than Cuattro, or improper environmental conditions will void all Service(s). Cuattro shall make the final determination in its sole discretion as to whether failure occurred under normal operation (thereby covered for Service(s)) or whether the Product(s) were subjected to other than normal operation or environment, and thereby excluded from Service(s), in which case Service(s) will be billable as not under a valid Warranty. Repairs and adjustments of any Equipment or Software must be made (or directed in writing) by authorized Cuattro personnel only. Unauthorized

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repairs or adjustments will void all Warranty and Support. Cuattro's records shall determine the remaining Warranty Term with respect to Products and eligibility for Service. Cuattro's determination shall be final, unless Customer presents reliable, written evidence that a Service claim is covered by Warranty Agreement. Cuattro reserves the right to change the duration, frequency, type, nature, form, providing party, Data Hosting, and any other aspect of the Service, Support, Warranty, or Product without the prior approval of or notification to Customer, so long as such changes do not have a material and permanent adverse effect on the overall Customer's benefits hereunder. Cuattro may fulfill its obligations by obtaining the benefit of any original equipment manufacturer warranty available to Cuattro, and in so doing, the remedies available hereunder shall be subject to the limits, terms and conditions of such original equipment manufacturer warranty or support.

VI. REMEDIES, ADVANCED LOANER, 99% UPTIME GUARANTEE, SERVICE MATERIALS**REMEDIES FOR WARRANTY**

If Customer promptly notifies Cuattro of a warranty claim for Service, makes the Equipment available for Cuattro inspection, provides a valid Equipment serial number, and uses best efforts to assist Cuattro with inspection and troubleshooting of the Products, and Cuattro confirms that, through no fault of Customer, a Product has failed during the Warranty Term and is eligible for Services, Cuattro will, upon Customer's return of the failed Equipment to Cuattro, repair, adjust, or replace, in Cuattro's sole discretion, with new, reconditioned, or exchange replacement parts of like or similar level and condition, as determined solely by Cuattro, the non-conforming Equipment or parts of the Equipment, via freight exchange, contractor, repair at Cuattro's facility or repair at Customer Site. Cuattro's repair or replacement with like or similar level and condition parts (and if necessary reperformance of same) is Customer's sole remedy for Equipment under this Warranty Agreement.

ADVANCED LOANER PROGRAM

For Service(s) for Level 1 issues (cannot acquire and display x-rays) that Cuattro cannot complete, as reasonably pre-estimated by Cuattro, within twenty-four (24) hours of receipt of Equipment from Customer, Advanced Loaner(s) may be available, if initiated by 3:00P EST, within twenty-four (24) hours following Cuattro's acceptance of a qualified claim for Service and identification of the part(s) determined by Cuattro to be appropriate for Advanced Loaner remedy. In those cases that Cuattro authorizes sending of Advanced Loaner(s) before Cuattro's receipt of Customer's non-working Level 1 Equipment, Customer's Equipment for which Advanced Loaner(s) are sent, must be shipped to Cuattro, within forty-eight (48) hours of Customer receipt of Advanced Loaner(s) or Customer shall incur a \$250 per day late fee, until items are returned to Cuattro. Upon return to Customer of repaired or replaced Equipment for which Advanced Loaner(s) were sent, Advanced Loaner(s) must be shipped to Cuattro, within forty-eight (48) hours or Customer shall incur a \$250 per day late fee, until items are received by Cuattro. Advance Loaner(s) delay or unavailability shall be solely remedied by Uptime Commitment. At Cuattro's sole discretion, Advanced Loaner may be offered as a permanent Advanced Replacement for a fee of \$750.

99% UPTIME GUARANTEE PROGRAM

Cuattro guarantees that Your Equipment will be operable 99% of all Site operating hours (the "Uptime Commitment"). Equipment is considered inoperable under the Uptime Commitment if, due to Cuattro's design, manufacturing, material, Support or Warranty failure or delay ("Cuattro Delay"), the Equipment is unavailable for Level 1 use during normal daytime operating hours. Any inoperability time due to Customer Responsibilities not being met or for excluded services or Support or not solely attributable to Cuattro Delay is excluded from the Uptime Commitment calculation. If the Equipment is inoperable due to Cuattro Delay, the Equipment will be timed as out of service from the time the request for Service was received by Cuattro's designated facility until the Equipment is returned to Customer control for Level 1 use, except that the following shall be excluded from any downtime calculation: (i) time outside Customer's ordinary business hours, (ii) time prior to failure to achieve Level 1 use, and (iii) time during which the Customer fails to assist Cuattro or to provide Cuattro with immediate and unencumbered access to the Equipment. The amount of hours Customer's business is open during normal business hours, excluding nighttime hours and weekend/holiday hours equals the "Base Hours" on which Uptime Commitment is calculated. Uptime is measured on a 26-week cycle; provided however, that in the event Customer's Warranty coverage is less than 26 weeks, all calculations will be prorated accordingly. If the Uptime Commitment is not achieved, Customer's sole and exclusive remedy shall be a payment as calculated below:

- (i) If excess downtime is less than 1.1% of the Uptime Commitment, then Cuattro pays no refund to Customer;
- (ii) If excess downtime is 1.1% to 3.0% of the Uptime Commitment, Cuattro will pay Customer one-thousand-dollars (\$1,000);
- (iii) If excess downtime is 3.0% to 8.0% of the Uptime Commitment, Cuattro will pay Customer two-thousand-dollars (\$2,000); and
- (iv) If excess downtime is greater than 8.0% of the Uptime Commitment, Cuattro will pay Customer two-thousand-five-hundred-dollars (\$2,500);

The amount provided for and calculated (i)-(iv) above describes Customer's exclusive monetary remedy and Cuattro's sole monetary liability for any warranty or Service claim related to Equipment or Software downtime, unavailability, or failure to operate at any Level.

SERVICE MATERIALS.

In connection with the Service(s), Installation, configuration, maintenance, repair, and/or de-installation of the Equipment or Software, we may deliver to the Site items or materials that are not Yours. The presence of this property within the Site will not give you any right or title to it or any license or other right to ongoing access, ongoing use, to keep or to decompile this property. Any access to or use of this property by anyone other than You, as limited by this Agreement, or Cuattro personnel, is prohibited. You agree that you will use best efforts to protect this property against damage, loss or use of this property contrary to this prohibition. You agree to provide Cuattro unrestricted access to this property during business hours, and to assist Cuattro with its return or recovery, without condition, delay, payment, charge, or assertion of any right to borrow, keep, use or own this property.

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SOFTWARE SUPPORT IN WARRANTY TERM

For Software, licensed in conjunction with Equipment validly purchased, as determined by Cuattro, where such Software is covered by this Agreement and by a current, in force, paid up Warranty Agreement within the Warranty Term, Cuattro will provide the following ("Support"):

Generally Available Release Updates and Fixes:	No Charge
Generally Available Release Software Upgrades:	No Charge
Data Hosting (up to Data Monthly Limit):	No Charge (Subject to Article VII Data Hosting)
General Technical Support and Troubleshooting of Software:	No Charge

To be eligible for Support, all Software must have, from the time of license from Cuattro; (i) been covered under a valid Warranty Agreement, continuously, without interruption or void incident, (ii) been validly used under Cuattro's EUSLA accompanying the Software, and (iii) been used only in accordance with the limits of this Agreement. Service(s) (Including Support) covered by this Agreement are strictly limited to those specifically identified in this Agreement. Delays or inability to obtain Service(s) and/or the benefits of Equipment or Software may occur, in the event of technical difficulties with broadband services, firewalls or other matters reasonably beyond the full control of Cuattro, including Customer's failure to meet the conditions in this Agreement. Software is not represented or warranted as fit for any purpose and Customer's use of or reliance on Software is based upon Customer's informed professional choice.

Nothing in this Agreement shall obligate Cuattro to develop, create, test, release, support or provide for use, or sell any new software, Software, Upgrades, Updates, Fixes, or functionality ("Software Enhancements"). Software Enhancements are limited to generally available releases only. CUATRO IS UNDER NO OBLIGATION TO; (1) PRODUCE SOFTWARE ENHANCEMENT(S) THAT IS REVERSE OR RETROACTIVELY COMPATIBLE WITH EQUIPMENT OR (2) UPGRADE EQUIPMENT OR CUSTOMER SUPPLIED ITEMS IN ORDER TO FACILITATE A SOFTWARE ENHANCEMENT. Software Enhancements may require hardware purchases, including possible necessary upgrades to Customer's Equipment ("Hardware Updates"). Hardware Updates that may be needed to make Software Enhancements operable to Specifications are specifically excluded and are Customer's responsibility. In the event that Customer's Equipment or Site cannot support features of a generally available released Software Enhancement, Customer may; (i) choose to upgrade Equipment at Cuattro's current pricing or (ii) choose to forego Software Enhancement while retaining the balance of the obligations and benefits of under the Warranty Agreement then in effect. Customer acknowledges it is not reasonable, nor feasible for Cuattro to upgrade, update, fix or support Software versions that are older than two generations (as defined as a version number x.y.z where x or y advances by at least one numeral) from the most recent generally available release of the Software. In the event of a lapse in Warranty Agreement coverage or Customer's refusal or failure to cooperate to upgrade or update Software, to resume the benefit of obtaining Support, Updates, Fixes, and Upgrades, Customer may be required to bring Customer's Software to the most recent generally available release, for a fee determined solely by Cuattro. Customer and Cuattro agree to use commercially reasonable efforts to Update or Fix Software covered under a valid, in force, fully paid up Warranty Agreement, no later than twelve (12) months after each generally available release of Software.

Support and Service(s) are expressly limited to and conditioned upon Customer's acceptance of the terms and conditions of this Agreement. Breach of EUSLA or conditions of this Agreement may, in Cuattro's sole determination, void Customer's rights to obtain Service(s). Re-performance of Support and/or Service(s) is Customer's sole and exclusive remedy and Cuattro's sole liability and obligation for any Software related claims.

VII. DATA HOSTING

LIMITATIONS ON USE OF DATA BY CUATRO AND CUSTOMER RIGHT OF RETURN OF DATA

CUSTOMER IS THE OWNER OF THE DATA. CUATRO AGREES TO NOT SELL ANY OF CUSTOMER'S DATA FOR ANY PURPOSE. CUATRO AGREES TO NOT USE CUSTOMER'S DATA FOR ANY PURPOSE NOT RELATED TO THE PROVISION OF SERVICE(S), DATA HOSTING, AIDING A DIAGNOSIS, TRAINING, IMAGE TUNING, OR OTHER ACTIVITY REASONABLY RELATED TO FULFILLMENT OF THIS AGREEMENT AND IMPROVEMENT OF THE PRODUCTS. CUATRO SHALL NOT USE DATA TO CONTACT, SOLICIT, OR MARKET TO CUSTOMER'S PATIENTS OR THEIR RESPONSIBLE PARTIES. CUATRO MAY RETAIN POSSESSION OF ONE OR MORE COPIES OF DATA AND SHALL HAVE UNLIMITED RIGHTS OF BACKUP, COPY, AND DATABASE MANAGEMENT, UNDER THE LIMITATIONS OF THIS AGREEMENT. A COPY OF CUSTOMER DATA IN CUATRO'S POSSESSION SHALL BE RETURNED TO CUSTOMER IN GOOD STANDING, PURSUANT TO TERMINATION OF AGREEMENT FOR DATA HOSTING OR AT ANY TIME UPON CUSTOMER'S WRITTEN REQUEST, FOR ANY REASON, FOR A PREPAID \$500 FEE.

DATA HOSTING GENERAL TERMS AND LIMITS

Customer is solely responsible for meeting the regulations of the authorities over the Site and Customer that govern medical records and nothing in this Agreement replaces Customer's obligations with respect to laws regarding handling of medical records. Customer shall indemnify and hold harmless Cuattro, and Cuattro shall not be liable to Customer or anyone for Customer's failure to adhere to regulations regarding retention of medical records, whether or not Cuattro has been advised of the actual or possible Customer deficiency or violation of such regulations. Customer agrees that Cuattro may, for all Data Hosting, virtualize server technology and database and Data, store Data with other data from sources other than Customer, and use any DICOM .90, .91, or other data compression schemes in DICOM or the medical imaging industry generally, as determined and chosen solely by Cuattro. Unless specifically authorized in writing by Cuattro prior to Data Hosting of Data, Customer shall send to Cuattro all Data only in the Data Format. Failure to adhere to the requirement to send Data for Data Hosting in Data Format shall result in cancellation of a capability to send Data for Data Hosting from the DICOM Node, device or Site not complying. Cuattro may cease, without liability, upon thirty (30) days' prior written notice, Data Hosting. Cuattro shall have no obligation, explicit, express, or implied, now or in the future, to offer or to receive, store, host, serve, maintain, provide access to, or protect Data or for

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Data Hosting, except; (i) as specifically required by law, or (ii) as provided for by a written and countersigned, in-force, paid-up Agreement (or written, countersigned extension of Agreement), that includes the provision of Data Hosting, in which case Cuattro shall provide, directly or indirectly, through one or more intermediaries or assigns, Data Hosting for the time period and at the costs explicitly required. In no case shall Cuattro's obligation of Data Hosting; (i) in each instance of Data or Study, exceed seven (7) years from time of verified receipt of each instance of Data by Cuattro; (ii) cover any Data or period for which a valid, in-force, paid-up agreement for Data Hosting was not in force, had lapsed, or was interrupted for "acts of God" or was under dispute over failure to pay amounts due Cuattro; or (iii) Data from any equipment, or software that is not a prior approved DICOM Node (as defined below). Customer agrees that Cuattro is not liable for any Study or Data not proved by evidence to have been received by Cuattro.

Each unit of Data Hosting, is calculated to be a Study that includes the medical images of one exam on one patient, billable per such unit, at a rate per Study (one time, paid in full), as listed herein, and a minimum of **seventy (\$70.00) dollars** per month (unless expressly agreed otherwise in a paid up agreement providing for other fees), expressly under the limitations, exclusions, and terms in Article IX "Exclusions of Implied Warranties and Limitations on Damages and Liabilities" of this Agreement. Future Data Hosting charges may be revised up or down in the sole discretion of Cuattro, but not retroactively to Studies already received and Data Host(ed).

DICOM Node (Modality)	Data Hosting Customer Price
DX / CR:	\$2.00
MRI:	\$3.00
CT:	\$3.00
US:	\$3.00 (Limited to 150 frames)

Each Study proved to have been received by Cuattro for Data Hosting is deemed to be an individual transaction giving rise to an individual, separate agreed price for that Study, not to exceed the schedule above. In no event shall Cuattro's liability claimed by anyone for Data or Data Hosting, whether by failure, loss, negligence or non-performance, exceed the lesser of Article IX or as provided in the above schedule, for the individual Study for which Data Hosting was or was to have been provided. Any Data Hosting that are at billed \$0/€0/€0 per Study, such as for sales or trial demonstrations, Service, Data Hosting, and/or Support are secondary services and, in such cases, Customer is solely responsible for storing and protecting Customer's own primary copies of such Data and maintaining copies of Data for retrieval by Customer's own labor and equipment.

For Data Hosting included as part of any agreement, monthly Data transfer of **5 GB** apply for the Site (including Equipment and all DICOM Node(s) if any) ("Data Monthly Limit"). Data over the Data Monthly Limit may incur a fee of **three (\$3.00) dollars** per Study.

Cuattro may fix, upgrade, service, or update Software used in Data Hosting at any time, without notice, and without obligation or liability to Customer.

DATA MIGRATION

Upon Customer provision to Cuattro of a hard drive media containing uncorrupted, standard, uncompressed DICOM data and database (or other formats acceptable for Data Host in .91 DICOM), and upon payment by Customer of \$2,500 data migration fee, Cuattro shall upload the qualifying portion of the data for Data Hosting, subject to these MWSTC (which must be signed by Customer prior to Cuattro's acceptance of hard drive media with Customer data) ("Data Migration"). Cuattro shall not return media on which data is provided to Cuattro and Customer is responsible for retaining his/her own copy of all such data for permanent archival and safe keeping by Customer. Cuattro is not responsible for lost data incurred by Customer while copying data and until data is proved by documentation to have been received by Cuattro, including signature of receipt from a national overnight delivery service, Cuattro shall have neither liability for nor duty to protect the data. Following notification of successful Data Migration (after which data sent pursuant to this Article shall become Data), Customer shall have thirty (30) days to provide to Cuattro a complete, written accounting, including Study date, patient, and number of images, for each instance of Data for which Customer claims is not stored with Data Hosting, and after thirty (30) days, if no such accounting is submitted by Customer, Customer shall be deemed to have acknowledged the sufficiency and completeness of Data Migration, Data, and Data Hosting and shall release Cuattro from any past, current, and future obligation or liability with regard to any data that Customer or another entity might subsequently claim is missing from Data Hosting for the data from the Data Migration. The fee for Data Migration shall be **two-thousand-five-hundred-dollars (\$2,500)** unless otherwise negotiated, specifically, in writing, in advance, by the Parties.

DICOM NODE ACCEPTANCE AND FEE

DICOM devices attempting to store Data for Data Hosting (such as third party ultrasounds or other modalities not purchased from Cuattro) (each a "DICOM Node") must be pre-authorized in writing by Cuattro and shall each incur a one-time verification and connect fee of **one-thousand-five-hundred-dollars (\$1,500)**. Cuattro, in its sole discretion, reserves the right to decline to receive, to block, or to disconnect DICOM Node(s) and their Data from Data Hosting, at any time, without notice, permanently or temporarily, provided however that if Cuattro does so, Cuattro shall return to Customer a copy of DICOM Node Data in Cuattro's possession, at no charge. Customer agrees DICOM Nodes may only send in the Data Format, that ultrasound "clips" will be no longer than 150 frames, and to use Cuattro recommended protocols to DICOM store Data. For Data accepted by Cuattro for Data Hosting from DICOM Node, Customer shall be charged per the schedule of fees herein, and no DICOM Node shall be eligible for free or no charge Data Hosting.

END OF DATA HOSTING

Upon termination of Data Hosting, Cuattro shall have no further obligation to Customer for Data, Data Hosting, or Data retention, except as expressly agreed to in this Agreement. Upon termination or non-renewal of Data Hosting, Customer shall pay, within twenty-one (21) days of invoice, \$500, and twenty-one (21) days thereafter Cuattro will return to Customer a copy of the Customer's Data in Cuattro's possession. Upon receipt of returned Data,

8 JANUARY 1, 2016. PRIOR TO EXECUTION, OFFER SUBJECT TO CHANGE WITHOUT NOTICE. REP: _____
Order cannot be canceled by Customer and is not subject to delay, offset, or renegotiation by Customer.

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Customer shall; (i) provide to Cuattro a complete, written accounting, including Study date, patient, and number of images, and proof of Cuattro receipt of the Data, for each instance of Data for which Customer claims loss, or (ii) by written, signed release drafted by Cuattro; (1) acknowledge the sufficiency and completeness of such returned Data, (2) represent that such returned Data is the complete Data to which Customer claims any right or benefit, and (3) release Cuattro from any past, current, and future obligation or liability relating to any Data or data, whether received or not by Cuattro. In the event Customer refuses to pay the \$500 fee for return of Data, Customer shall within thirty (30) days from termination, by written, signed release drafted by Cuattro, release Cuattro from any past, current, and future obligation or liability related in any way to any Data or data, whether received or not by Cuattro. By executing this Agreement, Customer agrees that Customer releases Cuattro from any obligation or liability for Data, Data Hosting, or data incurred before Cuattro's written acceptance of agreement that includes Data Hosting, and after termination of each agreement that includes Data Hosting. If Cuattro cancels or substantially curtails any Data Hosting prepaid for by Customer, Cuattro shall return to Customer a copy of Data, at no charge, within sixty (60) days of cessation that specific Data Hosting and refund to Customer any prepaid amounts, less proration for the period(s) used.

VIII. DISPUTE RESOLUTION

Except for Customer breach of Article X, if any party alleges a breach of the terms of this Agreement, then the party alleging will inform the other party in writing. Upon receipt of such notice, the receiving party will have 20 days to cure the alleged breach. If the parties do not agree that effective cure has been accomplished by the end of the 20-day period, then a senior manager from each party will meet in person and confer in good faith to resolve the dispute within 21 days of the expiration of the prior 20 day period. If, the dispute still remains unresolved, the dispute will be submitted to the office of the American Arbitration Association ("AAA") located closest to Denver, Colorado USA for binding arbitration in front of one (1) arbiter, in accordance with the AAA's Commercial Arbitration Rules then in effect. The law applicable to the arbitration is the US law of the State of Delaware, without regard to conflict of law principles. Cost of the arbitration, including fees and expenses of the arbitrator(s), will be shared equally by the parties, with each party paying its own attorneys' fees, travel expenses, and other costs. The arbitrator(s) will have authority to apportion liability, but will not have the authority to award any damages (i) not available under this Agreement or (ii) in the case of damages assessed against Cuattro, in excess of Article IX and/or as provided for in relation to the Uptime Commitment. The arbitration award will be presented to the parties in writing, and upon the request of either party, will include findings of fact and conclusions of law. The award may be confirmed and enforced in any court of competent jurisdiction. Any post-award proceedings will be governed by the law of the State of Delaware, without regard to conflict of law principles. Any amount not paid when due shall accrue a late charge at a rate of one and one-half percent (1.5%) per month or the maximum rate provided by law. If Customer is delinquent in paying any amount (however arising) owed to Cuattro by more than thirty (30) days, then without limiting any other rights and remedies available to Cuattro under the law, in equity, or under contract, Cuattro may (i) suspend provision of the Services, Data Hosting, and Software until all outstanding amounts are paid, or (ii) by notice to Customer, treat such delinquency as a repudiation by Customer of the portion of the Agreement not then fully performed, whereupon Cuattro may cancel all further obligations with respect to Services, Data Hosting, Warranty, and Support. Customer expressly waives the right to trial by jury, punitive damages, consequential damages, and the recovery of attorney's fees, discover expenses, expert witnesses expenses and court costs.

IX. EXCLUSION OF IMPLIED WARRANTIES AND LIMITATIONS ON DAMAGES AND LIABILITIES

EXCEPT AS EXPRESSLY REPRESENTED IN THIS AGREEMENT, AND TO THE EXTENT NOT PROHIBITED BY LAW, ALL SERVICES AND DATA HOSTING ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING FOR QUALITY, RELIABILITY, TIMELINESS, USEFULNESS, SUFFICIENCY AND ACCURACY. THE LIMITED WARRANTIES SET FORTH HEREIN ARE EXPRESSLY IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE, USE, OR APPLICATION. CUATTO'S TOTAL LIABILITY IN DAMAGES AND YOUR EXCLUSIVE REMEDY SHALL BE FOR CUATTO TO RE-PERFORM SERVICES; PROVIDED THAT, IN THE EVENT CUATTO IS UNABLE TO CORRECT ANY DEFAULT, CUATTO MAY ELECT TO REFUND AN AMOUNT EQUAL TO THE ACTUAL FEE PAID TO CUATTO FOR THE MOST RECENT, IN EFFECT, UNUSED PORTION OF WARRANTY AGREEMENT, IN FULL SATISFACTION OF CUATTO'S OBLIGATIONS. SUCH REPERFORMANCE OR REFUND SHALL CONSTITUTE CUATTO'S ENTIRE LIABILITY FOR A DEFAULT OR BREACH. IN NO CASE WILL CUATTO'S LIABILITY EXCEED THE AMOUNT OF PAYMENT RECEIVED BY CUATTO FOR THE UNIT OF EQUIPMENT, SOFTWARE, SERVICE, WARRANTY AGREEMENT OR DATA HOSTING, FROM WHICH THE SPECIFIC LOSS CLAIMED ARISES. IN NO EVENT SHALL CUATTO BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR SPECIAL LOSS OR DAMAGES OF ANY KIND, INCLUDING CLAIMS OF ANY THIRD PARTY, SUCH AS, BUT NOT LIMITED TO, LOST REVENUE, LOST PROFITS, LOST REPUTATION, OR BUSINESS INTERRUPTION, THAT RESULT FROM SERVICE(S), THIS AGREEMENT, EQUIPMENT, DATA HOSTING, OR SOFTWARE, HOWEVER CAUSED, WHETHER BASED ON CONTRACT, TORT OR OTHER THEORY, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, WHETHER ARISING FROM BREACH OF THIS AGREEMENT, BREACH OF WARRANTY, NEGLIGENCE, GROSS NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT. CUATTO SHALL HAVE NO LIABILITY FOR ANY GRATUITOUS ADVICE. TO THE EXTENT ALLOWABLE UNDER LAW, CUATTO SHALL NOT BE LIABLE, FOR ANY REASON, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, WHETHER OR NOT CUATTO IS, WAS, OR SHOULD HAVE BEEN ADVISED OF THE POSSIBILITY, FOR THE LOSS OF OR INABILITY TO ACCESS DATA OR FOR YOUR OR ANY PARTY'S FAILURE TO MEET THE REQUIREMENTS OF ANY STATUTE. NO CLAIMS, REGARDLESS OF FORM, ARISING OUT OF OR IN ANY WAY CONNECTED WITH EQUIPMENT, SOFTWARE, SUPPORT, WARRANTY, AGREEMENT, OR SERVICES FURNISHED BY CUATTO MAY BE BROUGHT BY ANY PARTY MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS OCCURRED OR CUATTO'S PERFORMANCE HAS BEEN COMPLETED OR TERMINATED, WHICHEVER IS EARLIER. YOU AGREE AND ACKNOWLEDGE THAT THE PRICE PAID BY YOU FOR THE SERVICE(S), SOFTWARE, EQUIPMENT AND WARRANTY IS BASED UPON AND CONTINGENT UPON THESE LIMITATIONS OF LIABILITY, THAT THESE LIMITATIONS ARE A CRITICAL PART OF OUR BARGAIN, THAT EACH PRICE CHARGED WOULD HAVE BEEN FAR GREATER HAD NOT ALL PARTIES AGREED TO THESE STRICT LIMITS OF LIABILITY, EXCLUSIONS OF WARRANTIES, PROVISIONS FOR DISPUTE RESOLUTION, AND THE LAWFULNESS, REASONABLENESS, AND MUTUAL ACCEPTANCE OF EACH, AND THAT THE EFFECTS OF THESE LIMITATIONS ARE REASONABLE AND FORSEEABLE.

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X. PROVISIONS GOVERNING SOFTWARE LICENSE

Software is licensed, not sold. You are granted a limited license for any Software associated with the Equipment ordered and delivered by us to you. This license allows you to use the Software only on the Equipment, only at a single Site, only in accordance with the Agreement. Cuattro reserves the right to deactivate Software and access to Software, Data, Data Hosting, and Service(s) until all payments due from you to us are received, and you agree that this remedy is reasonable, and you disclaim any complaint, damage, or liability related to our exercise of this remedy. Software is protected by the copyright laws of the United States and International treaties. No rights under copyrights are transferred to you, except as specifically provided for in this Agreement. You may not distribute copies of the Software to others or electronically transfer the Software from one computer to another over a network. The Software contains trade secrets. You may not decompile, reverse engineer, disassemble, or otherwise reduce the Software to a human-perceivable form. YOU MAY NOT MODIFY, ADAPT, TRANSLATE, RENT, LEASE, LOAN, RESELL, DISTRIBUTE, NETWORK, OR CREATE DERIVATIVE WORKS BASED UPON THE SOFTWARE OR ANY PART THEREOF. Software EUSLA will apply and will be delivered as part of Software and with Equipment, and use of Software indicates EUSLA acceptance by You. All Software and documentation related to the Software or to Equipment remain Cuattro's property. The media on which the Software is recorded or fixed is your property. With respect to Software recorded on your media, you may request that we erase our Software. If you receive Software that renders Software that you then have redundant, you must return the redundant Software to us or certify in writing that you have erased all copies of it. EUSLA is available for review and acceptance by going to www.vet.cuattro.com, in the About section of Software, by email request to support@cuattro.com, and by contacting the Call Center. Services are conditioned upon continuous adherence to EUSLA.

EQUIPMENT PRODUCTS SCHEDULE

DETECTORS: NEW CUATURO 1012 / 14x17 / 17x17 SERIES DIGITAL RADIOGRAPHY DETECTOR
ACQUISITION: NEW CLOUD DR ACQUISITION CONSOLE, SLATE ACQUISITION CONSOLE, UNO ACQUISITION CONSOLE
X-RAY: MECHANICALS, TABLE, GENERATOR, ELECTRONICS
EXCLUSIONS: (INCLUDING BUT NOT LIMITED TO THE FOLLOWING)

- 1. HANDHELD GENERATORS ARE SUBJECT TO THE ORIGINAL MANUFACTURER'S ("OEM") WARRANTY WHICH IS ONE (1) YEAR, NOT EXTENDABLE, AND IS BY AND BETWEEN CUSTOMER AND OEM. CUATURO SHALL HAVE NO LIABILITY OR OBLIGATION FOR CUSTOMER'S ABILITY TO OBTAIN WARRANTY BENEFITS FROM OEM (EG. MIN-XRAY, POSKOM)
- 2. LABOR FOR REPAIR OR REPLACEMENT OF X-RAY TUBE(S) AND/OR ELECTRONICS NOT INCLUDED IN SERVICES AND WILL BE BILLABLE AT COST.
- 3. ULTRASOUND PRODUCTS ARE SUBJECT TO THE ULTRASOUND OEM'S WARRANTY, WHICH IS ONE (1) YEAR. ULTRASOUND OEM WARRANTY IS BY AND BETWEEN OEM AND CUSTOMER, PROVIDED THAT CUATURO SHALL USE COMMERCIALY REASONABLE EFFORTS TO ASSIST AND FACILITATE CUSTOMER'S OBTAINING WARRANTY BENEFITS FROM OEM.

Equipment purchased from Cuattro or authorized Distributor of Cuattro by Customer *and* also identified above in Equipment Products Schedule, will be covered by this limited Warranty Agreement. All other items are specifically excluded and have no warranty from Cuattro. Cuattro warrants new Equipment covered by this Warranty Agreement shall be free from defects in material and workmanship that impair their performance and that Equipment shall be in substantial compliance with operational features of Cuattro's published specifications at the time of original sale or delivery to Customer.

Only Equipment listed on Equipment Products Schedule or an attached Schedule D to this Agreement is covered. Equipment not specifically listed is NOT covered under this Agreement and shall not be eligible for Warranty or Services. To be eligible for Service(s), all Equipment must have, from the time of delivery to Customer, (i) been covered under a valid Warranty Agreement, continuously, without interruption, without void incident, and (ii) been stored, cared for, maintained, and operated in conformance with this Agreement.

FEES AND PAYMENT

For out of warranty Service(s) not included as part of valid, paid up, current Warranty Agreement, fees will be Cuattro's then current fee rate per hour plus the costs of materials if Cuattro performs work or Services. Cuattro may, without obligation or liability decline to provide Service(s) or assistance for Products not covered by Warranty Agreement.

- 1. All amounts are net of taxes, which shall be added, if any, to final invoices. Current rates (subject to change) are:
 - a. Hourly Rate (Prorated per 1/2 hour blocks only): \$250 per Hour
 - b. Travel Rate (Per Day, plus actual transit, lodging, dining expenses): Lesser of \$2,000 per Day / \$250 per Hour – 4 Hour Minimum
- 2. Advanced Replacement Loaners for non-covered events may be available for \$750 per week (plus Shipping Charges).
- 3. Service(s) will be performed from 9:00 am to 6:00 pm, Monday-Friday (EST), excluding Cuattro's regular holidays, and outside those hours at our prevailing service rates and subject to the availability of personnel, at Cuattro's facility. Repaired or replaced Equipment shall have the benefit of the longer of (i) the remaining Warranty Term; or (ii) a forty-five (45) day warranty, subject to the terms and conditions set forth herein.
- 4. Service(s), that in Cuattro's reasonable estimation can be provided for remotely, but Customer requests be delivered by Cuattro personnel deployed to Customer's Site, shall incur an On-Site Copayment of five-hundred (\$500) dollars, payable in advance of Cuattro personnel travel. Cuattro retains sole discretion and decision authority on whether to send Cuattro personnel to Customer Site, and may authorize or deny, without penalty or liability, Cuattro personnel travel to Customer Site. Cuattro will use reasonable efforts to meet Customer request(s) for on-site Service.
- 5. For Customers in the United States of America, Cuattro shall pay economy freight charges for covered Service validly processed under RMA and this Agreement. When Customer ships any item to Cuattro, Customer is solely responsible for freight damage and all costs due to inadequate Customer packaging. If unsure whether an item is packaged properly, contact Cuattro prior to shipment.



STAFF REPORT

COMMUNITY SERVICES DEPARTMENT

Date: November 2, 2016

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

From: Nettie Nielsen, Community Services Director *N*

Subject: **CONSIDERATION OF THE RECOMMENDATION FROM THE PARK AND RECREATION COMMISSION REGARDING THE APPROVAL OF THE ANNUAL STREET BANNER SCHEDULE AND APPLICATIONS FOR CALENDAR YEAR 2017**

RECOMMENDATION:

The Park and Recreation Commission recommends that the City Council approve the attached annual street banner schedule for calendar year 2017

BACKGROUND:

Annually, the Community Services Department requests applications for banner displays on Base Line Road and Archibald Avenue. According to City policy, only City and City partnered events and activities are eligible to display banners. These groups provide a ready-made banner that meets our specifications at their cost.

The Park and Recreation Commission reviewed the street banner applications and schedule for calendar year 2017 at their October 20, 2016 meeting and recommended approval.

Attachment: 2017 Street Banner Calendar

Banner Display Schedule 2017

Updated 10/3/2016 JH

<u>Organization</u>	<u>Event</u>	<u>Event Date</u>	<u>Display Dates</u>	<u>Location</u>
City of RC	Healthy RC	Ongoing	January 16 - February 6	Base Line
City of RC - CSD	Registration	Ongoing	March 6 - March 27	Base Line
Friends of PET	Cucamonga Challenge	May 20, 2017	March 13- April 3	Archibald
Library	National Library Week	April 9 - April 15	March 27 - April 17	Base Line
RC Quakes	Opening Day	April 13, 2017	April 3 - April 17	Archibald
City of RC - CSD	Cinco De Mayo	May 6, 2017	April 24 - May 8	Archibald
Friends of PET	Cucamonga Challenge	May 20, 2017	May 1 - May 22	Base Line
City of RC - CSD	Registration	Ongoing	May 8 - May 30	Archibald
City of RC - CSD	4th of July Fireworks Spectacular	July 4, 2017	May 30 - July 5	Base Line
RC Fire	20th Annual Car Show	June 26, 2017	June 12 - June 26	Archibald
City of RC- CSD	Concerts & Movies in the Park	June 30 - August 7	July 10 - August 7	Base Line
City of RC	Healthy RC	Ongoing	July 17 - July 31	Archibald
City of RC - CSD	Registration	Ongoing	July 31 - August 28	Archibald
City of RC - CSD	Registration	Ongoing	August 7 - August 21	Base Line
City of RC - CSD	Senior Center Month	Month of September	August 21 - September 18	Base Line
RC Fire	National Preparedness Month	Month of September	September 1 - September 25	Archibald
RC Fire	Fire Dept. Open House	October 14, 2017	September 25 - October 16	Both
City of RC - CSD	Founders Day Parade	November 11, 2017	October 16 - November 13	Base Line
RC Fire	Spark of Love Toy Drive	Ongoing	November 20 - December 18	Both
City of RC -CSD	Registration	Ongoing	December 18 - January 8	Both



STAFF REPORT

COMMUNITY SERVICES DEPARTMENT

Date: November 2, 2016

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

From: Nettie Nielsen, Community Services Director *N*

Subject: **CONSIDERATION OF A REQUEST FROM THE FRIENDS OF THE PACIFIC ELECTRIC TRAIL FOR CITY PARTNERSHIP WITH THEIR ANNUAL CUCAMONGA CHALLENGE TO BE HELD ON MAY 20, 2017**

RECOMMENDATION:

It is recommended that the City Council approve a request from the Friends of the Pacific Electric Trail, a non-profit group, to partner with the Community Services Department to produce the Cucamonga Challenge event. The partnership includes use of City facilities for monthly planning meetings and the event, use of event equipment, staff and marketing support for the 12th Annual Cucamonga Challenge to be held on May 20, 2017.

BACKGROUND/ANALYSIS:

In October 2012, the City Council first approved a request submitted by the Friends of the Pacific Electric Trail for equipment and marketing support for the Annual Cucamonga Challenge (formerly the Bike-A-Thon). Subsequent partnerships were granted in 2013, 2014 and 2015. The Challenge starts at the Central Park Pacific Electric trailhead. Walkers, runners and cyclists turned out for a very successful day, which included a family ride on the trail and 35 mile fun ride, along with various sponsor booths. In 2015 the Friends of the Pacific Electric Trail added a timed 5K and 10K to the already existing 35 mile bike ride, 8 mile bike ride and 1 mile fun run.

Since 2008, the Friends of the Pacific Electric Trail have actively raised and secured funds to provide to the city for trail rest stop improvements, trail head enhancements and rehabilitation efforts for the Etiwanda Depot.

The City has recently received a written request from the Friends of the Pacific Electric Trail to once again partner with them, assisting with equipment and staffing needs and marketing for the Cucamonga Challenge event in May 2017. The event is held as a fundraiser for the Pacific Electric Trail with the intent, once again, for funds to be utilized for maintenance and improvements of the Trail.

THE PARTNERSHIP WITH THE FRIENDS OF THE PACIFIC ELECTRIC TRAIL WOULD INCLUDE THE FOLLOWING:

The City will provide the following services and waive the listed City fees:

- Exposure on the City/Community Services Website, RCpark.com
- Distribution of event flyers at City facilities
- The City will add the Cucamonga Challenge to the Winter and Spring 2017 Grapevine
- Mention on the City's RCTV Channel 3

- Street Banner allocation on Base Line Road
- Electronic Billboard advertising on the I15 and Archibald locations
- City to assist the Friends of the Pacific Electric Trail with obtaining someone to film the event
- City to waive all fees associated with obtaining a Temporary Use Permit
- Coverage for the Cucamonga Challenge event under the Cities event insurance
- City to open all City and County gates along the trail for the duration of the event.
- City to provide a room at Central Park for the planning of the event on the second Tuesday of every month with two additional meetings in April and May 2017.
- Use of electronic road signs at Central Park prior to the event
- Use of Pavilion and special event grass area on event day
- City to sweep the route prior to the event
- Use of RC to Go trailer on event day
- Use of City event equipment
- Two to three staff to support the event
- Traffic Cones and sandbags to use on event day
- City to assist with recruitment of volunteers for the event

The Friends of the Pacific Electric Trail has been provided information as to the items and resources the Friends is responsible to secure and fund for the 2017 Cucamonga Challenge:

- Delivery and pick up of portable restrooms
- Securing the trash containers
- Bike valet
- Administration and registration of all race participants
- Provide breakfast for paid participants
- Grand prize and raffle prizes for participants
- Volunteers staff to compliment City volunteers
- Provide remote water stops for participants
- Provide booth space to City groups such as Community Services and Healthy RC programs

FISCAL IMPACT:

The fiscal impact to the City for staff support, event equipment and marketing support will not exceed \$2000. The Friends have contributed financial support to complete trail improvements of \$70,000 since 2008.



STAFF REPORT

PLANNING DEPARTMENT

Date: November 2, 2016

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

From: Candyce Burnett, City Planner 

By: Jennifer Nakamura, Associate Planner

Subject: CONSIDERATION OF SECOND READING AND ADOPTION OF ORDINANCE NO. 897 AMENDING THE RANCHO CUCAMONGA MUNICIPAL CODE TO ADD CHAPTER 8.52 REGARDING COMMERCIAL CANNABIS USES AND MARIJUANA CULTIVATION IN THE CITY

RECOMMENDATION

Staff recommends the City Council approve the second reading of Ordinance Number 897 as acted upon by the City Council at a public hearing at the October 19, 2016 meeting, thereby prohibiting all commercial cannabis activities in the City including deliveries and prohibiting all medical marijuana cultivation, including cultivation for medical use by a qualified patient or primary caregiver.

BACKGROUND

On October 19, 2016, staff provided an oral presentation at a public hearing to the City Council detailing the changes prescribed in Ordinance Number 897. The changes prescribed in Ordinance Number 897 would expressly prohibit all commercial cannabis activities in the City, including deliveries, and prohibit all medical marijuana cultivation, including cultivation for medical use by a qualified patient or primary caregiver. At the conclusion of the public hearing, the City Council held a first reading for adoption of the Ordinance.

CB:JN/lis

Attachment: Ordinance No. 897

ORDINANCE NO. 897

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA ADDING CHAPTER 8.52 REGARDING COMMERCIAL CANNABIS USES AND MARIJUANA CULTIVATION IN THE CITY

THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA HEREBY ORDAINS AS FOLLOWS:

SECTION 1. Chapter 8.52 is hereby added to Title 8 of the Rancho Cucamonga Municipal Code, to read as follows:

“Chapter 8.52 Marijuana Cultivation and Cannabis Commerce

8.52.010 Purpose

The City Council finds that the cultivation and commercial sales of Marijuana creates risks of criminal activity, degradation of the natural environment, noxious smells, and indoor electrical fire hazards that may result from such activities. In order to preserve the public health, safety, and welfare, the declared purpose of this chapter is to prohibit the cultivation of marijuana and all commercial cannabis activity.

8.52.020 Definitions

For the purpose of this chapter, the following words and phrases are defined and shall be construed as set out in this section, unless it is apparent from the context that a different meaning was intended:

- A. “Cannabis” shall have that meaning set forth in the MCRSA, 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.

- B. "Commercial cannabis activity" shall have that meaning set forth in the MCRSA, 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 MCRSA, and/or sale of medical cannabis or a medical cannabis product, except as set forth in Business and Professions Code section 19319, related to qualifying patients and primary caregivers.
- C. "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.
- D. "Cultivation" shall have the same meaning set forth in the MCRSA, 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.
- E. "Delivery" shall have the same meaning as set forth in the MCRSA, 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 of Medical Marijuana Regulation 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 MCRSA 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.
- F. "Dispensary" shall have the same meaning as set forth in the MCRSA, 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.

- G. "Medical cannabis," "medical cannabis product," or "cannabis product" shall have the same meanings as set forth in the MCRSA, as the same may be amended from time to time.
- H. "Medical Cannabis Regulation and Safety Act" or "MCRSA" 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, and which was later renamed the Medical Cannabis Regulation and Safety Act by Senate Bill 837, which took effect on June 27, 2016, as the same may be amended from time to time.
- I. "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.
- J. "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.

5.18.030 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 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 of any use that allows for 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 MCRSA. Accordingly, the City shall not issue any permit, license, or other entitlement for any activity for which a State license is required under the MCRSA.
- 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 purpose.”

SECTION 2. If any section, subsection, subdivision, paragraph, sentence, clause, or phrase in this Ordinance or any part thereof is for any reason held to be unconstitutional, invalid, or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be declared unconstitutional, invalid, or ineffective.

SECTION 3. 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 because the City’s permissive zoning ordinance already prohibits all uses that are being expressly prohibited by this Ordinance.

SECTION 4. The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published in the manner prescribed by law.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2016.

Dennis Michael
Mayor

I, JANICE 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 ____ day of _____, 2016, and was finally passed at a regular meeting of the City Council of the City of Rancho Cucamonga held on the ____ day of _____, 2016, by the following vote:

- AYES: COUNCILMEMBERS:
- NOES: COUNCILMEMBERS:
- ABSENT: COUNCILMEMBERS:
- ABSTAINED: COUNCILMEMBERS:

ATTEST: _____
City Clerk

STAFF REPORT

RANCHO CUCAMONGA CITY MANAGER'S OFFICE



Date: November 2, 2016

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

From: Danielle Boldt, Police Chief
Mike Costello, Fire Chief

By: Donna Finch, Management Analyst I *DF*

Subject: **SECOND READING AND ADOPTION OF ORDINANCE NO. 898 AUTHORIZING THE CITY COUNCIL TO ESTABLISH RESTRICTIONS ON THE SALE AND PURCHASE OF BUTANE AND AMENDING TITLE 8 OF THE RANCHO CUCAMONGA MUNICIPAL CODE TO ADDRESS PUBLIC SAFETY CONCERNS SURROUNDING THE MANUFACTURING OF BUTANE HONEY OIL**

RECOMMENDATION

Staff recommends that the City Council approve the second reading and adopt the attached Ordinance No. 898 establishing restrictions on the sale and purchase of high grade butane in order to address public safety concerns surrounding the manufacturing of butane honey oil.

BACKGROUND/ANALYSIS

Throughout the State of California, there has been an increase in the manufacturing of "honey oil" (also known as "butane hash oil"), which is a highly potent liquid concentrate of tetrahydrocannabinol derived from marijuana. The oil can be vaporized and inhaled without the pungent smell of marijuana and produces an extreme high for even longtime cannabis users with a high tolerance for the drug.

According to law enforcement experts, the manufacturing of honey oil commonly involves the use of high grade butane gas such as n-butane and other forms of refined butane. The manufacturing of honey oil is illegal in California and the use of butane in this process makes it extremely volatile and has resulted in fires and explosions. These incidents have caused considerable property damage, personal injury and even incidents of death to those involved in the manufacturing process and to innocent bystanders. Furthermore, the presence of butane presents a serious risk of injury to first responders in that butane is odorless and can easily be ignited.

Regulating the sale of butane provides an additional strategy to curb the illicit manufacture of honey oil and reduce the risk of honey oil lab explosions in the City. The League of California Cities is looking at possible state legislation to restrict the sale of butane and several cities and counties across the state, including the cities of Ontario and Chino, have taken action to regulate the sale and purchase of high grade butane because of their concern for public safety.

The proposed ordinance prohibits the sale of more than 1,200 milliliters of high grade butane (5x refined or higher of any of the following: iso-butane, n-butane, and butane) per transaction and prohibits any individual from purchasing or possessing more than 1,200 milliliters of butane at any one time with the intent to use such butane to manufacture honey oil. The ordinance also requires

NOVEMBER 2, 2016

retailers to maintain a log of all sales of refined butane greater than 600 milliliters or more in a single transaction, including the date of sale, amount purchased and the name and address of the individual purchasing the butane. Lastly, the ordinance requires that retailers keep refined butane either in a locked area or behind a counter or other area not accessible by the public.

The type of butane regulated through this ordinance is a higher grade gas than the traditional butane used in recreational camping equipment, such as portable stoves and outdoor heaters, and is not typically sold in conventional retail outlets. Therefore, the City anticipates this ordinance will have a minimal impact on the majority of businesses within the community.

Attachment: Ordinance No. 898

ORDINANCE NO. 898**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA, ESTABLISHING RESTRICTIONS ON THE SALE AND PURCHASE OF BUTANE, AND AMENDING TITLE 8 OF THE RANCHO CUCAMONGA MUNICIPAL CODE****A. Recitals.**

(i) Throughout the State of California there has been an increase in the manufacturing of “honey oil” (known by many names), which is a liquid concentrate of tetrahydrocannabinol derived from marijuana.

(ii) According to law enforcement experts, the manufacturing of honey oil commonly involves the use of high grade butane gas such as n-butane and other forms of refined butane.

(iii) According to law enforcement experts, the manufacturing of honey oil is unregulated and commonly occurs in urbanized areas including residential garages, structures, and hotel rooms.

(iv) According to law enforcement experts, the use of butane to manufacture honey oil makes the process extremely volatile and has resulted in fires and explosions. Furthermore, the presence of butane presents a serious risk of injury to first responders in that butane is odorless and easily ignited.

(v) Based on the foregoing, the City Council finds that there is a current and immediate threat to the public health, safety, and welfare resulting from the use of butane to manufacture honey oil. It is the intent of the City Council in adopting this ordinance, to reduce the threat of fire and explosion, and thereby act to more fully protect the public health, safety, and welfare, by enacting restrictions on the sale of butane.

B. Ordinance

NOW, THEREFORE, IT IS HEREBY FOUND, DETERMINED, AND ORDAINED by the City Council of the City of Rancho Cucamonga as follows:

Section 1. The facts set forth in the Recitals, Part A of this Ordinance, are true and correct and are incorporated herein by this reference.

Section 2. A new Chapter 8.56 is hereby added to Title 8 of the Rancho Cucamonga Municipal Code to read as follows:

“CHAPTER 8.56. REGULATION OF THE SALE AND PURCHASE OF BUTANE

“Sec. 8.56.010. Legislative purpose.

“A. The City Council finds that there is a current and immediate threat to the public health and safety resulting from the use of butane to manufacture honey oil.

“B. It is the intent and purpose of the City Council in enacting this Chapter, to impose reasonable restrictions on the sale of butane, in order to minimize the safety hazards and risks to public health and safety, including risks to first responders, created by the use of butane to manufacture honey oil.

“C. The restrictions adopted herein are intended to provide greater protection of the public, while allowing the sale of butane in amounts suitable for its traditional and ordinary use.

“Sec. 8.56.020. Definitions.

For the purposes of this Chapter, the terms set forth below are defined as follows:

“A. ‘Butane’ means five times refined (‘5x’) or higher of any of the following: iso-butane, n-butane, and butane.

“B. ‘Customer’ means any person who purchases or acquires Butane, or person who is present for the purpose of purchasing or acquiring Butane.

“C. ‘Honey oil’ means any form of liquid concentrate of tetrahydrocannabinol derived from marijuana.

“D. ‘Retailer’ means any retail business, company, corporation, person, employee, or associate, or any employee or agent thereof, who, as part of a City-licensed business, furnishes, distributes, sells or gives away Butane. Retailer does not include any Wholesaler.

“E. ‘Sell’ means to furnish, give away, exchange, transfer, deliver, surrender, or supply, whether or not for monetary gain.

“F. ‘Wholesaler’ means any person or entity whose business involves selling Butane to Retailers for purposes of resale pursuant to a permit or license issued by the State or federal government.

“Sec. 8.56.030. Unlawful sale, purchase, and possession of Butane.

“A. No Retailer shall knowingly Sell or offer to Sell to any Customer, and no Customer shall purchase or otherwise acquire more than, 1200 milliliters of

Butane per transaction, with the intent to use such Butane to manufacture honey oil.

“B. No person shall actually or constructively possess more than 1200 milliliters of Butane at any one time with the intent to use such Butane to manufacture honey oil.

“C. No person shall purchase or otherwise acquire more than 1200 milliliters of Butane within any calendar month with the intent to use such Butane to manufacture honey oil.

“D. Each Retailer shall keep a written record of all Butane sales cumulatively or individually amounting to more than 1200 milliliters in a single transaction, including the date of sale, amount purchased, and the name and address of the individual purchasing the Butane, as verified by a driver’s license or other official, government-issued photo identification listing a place of residence. Retailers shall retain records for a period of at least one year and shall furnish copies of records to City officials upon request. Such records shall be confidential but subject to review by City officials.

“E. No Retailer shall display or offer for sale, trade or exchange, any Butane except in an area from which the public is physically prevented from entering without Retailer assistance. Two (2) such acceptable methods of displaying Butane for sale shall be by containment in:

“(1) A completely enclosed, indoor cabinet or other storage device which shall be permanently affixed to a building or building structure, and which shall, at all times except during access by the Retailer, remain securely locked; or

“(2) An enclosed area behind a sales or service counter from which the public is physically prevented from entry.

“Sec. 8.56.040. Effect of State law and severability.

“The provisions of this Chapter are intended to supplement and not conflict with any State law. The City Council declares that, should any provision, section, paragraph, sentence or word of this Chapter be 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 Chapter shall remain in full force and effect.

“Sec. 8.56.050. Penalties.

“Any person, Customer, or Retailer violating any of the provisions of this Chapter shall be guilty of a misdemeanor and upon conviction shall be punished by a fine not exceeding one thousand dollars (\$1,000.00) or imprisonment for a term not exceeding six (6) months, or by both such fine and imprisonment.”

SECTION 3. CEQA. The City Council hereby finds that adoption of this Ordinance is exempt from the California Environmental Quality Act pursuant to Title 14, California Code of Regulations, Section 15061(b)(3), because it can be seen with certainty that such adoption may not possibly have a significant physical impact on the environment.

SECTION 4. The City Clerk shall certify to the adoption of this Ordinance.

PASSED, APPROVED and ADOPTED this ____ day of _____, 2016.

Mayor

ATTEST:

City Clerk

STAFF REPORT

PUBLIC WORKS SERVICES DEPARTMENT

**Date:** November 2, 2016**To:** Mayor and Members of the City Council
John R. Gillison, City Manager**From:** William Wittkopf, Public Works Services Director *WW*
Jason C. Welday, Director of Engineering Services/City Engineer *JCW***Subject:** CONSIDERATION TO AUTHORIZE THE CITY CLERK TO ADVERTISE THE "NOTICE INVITING BIDS" FOR THE "RED HILL PARK PEDESTRIAN TRAIL RENOVATION PROJECT" FOR PARK DISTRICT 85 (PD-85)**RECOMMENDATION**

It is recommended that the City Council authorize the City Clerk to advertise the "Notice Inviting Bids" for the "Red Hill Park Pedestrian Trail Renovation Project" for Park District 85 (PD-85).

BACKGROUND/ANALYSIS

Although PD-85 is fiscally challenged, replacement of the pedestrian walking path at Red Hill Park is an item that staff recommends the City Council consider using some of the limited reserves to accomplish. The pedestrian trail is used daily by a wide variety of people. While it has proven to be a wonderful asset to the park, the constant use and the passage of time have degraded the trail surface. The asphalt pedestrian trail was installed during the original construction of the park in 1985. Staff has performed regular maintenance to preserve the trail as long as possible; however, it has reached the end of its service life and is in need of replacement.

Staff from Engineering and Public Works Services recently walked the site to evaluate the current condition of the trail. It was determined that temporary repairs and maintenance are no longer a viable option. Trying to provide temporary repairs and maintenance would be very costly and inefficient. The more fiscally prudent approach would be to remove and replace the pedestrian walking trail with a new asphalt surface.

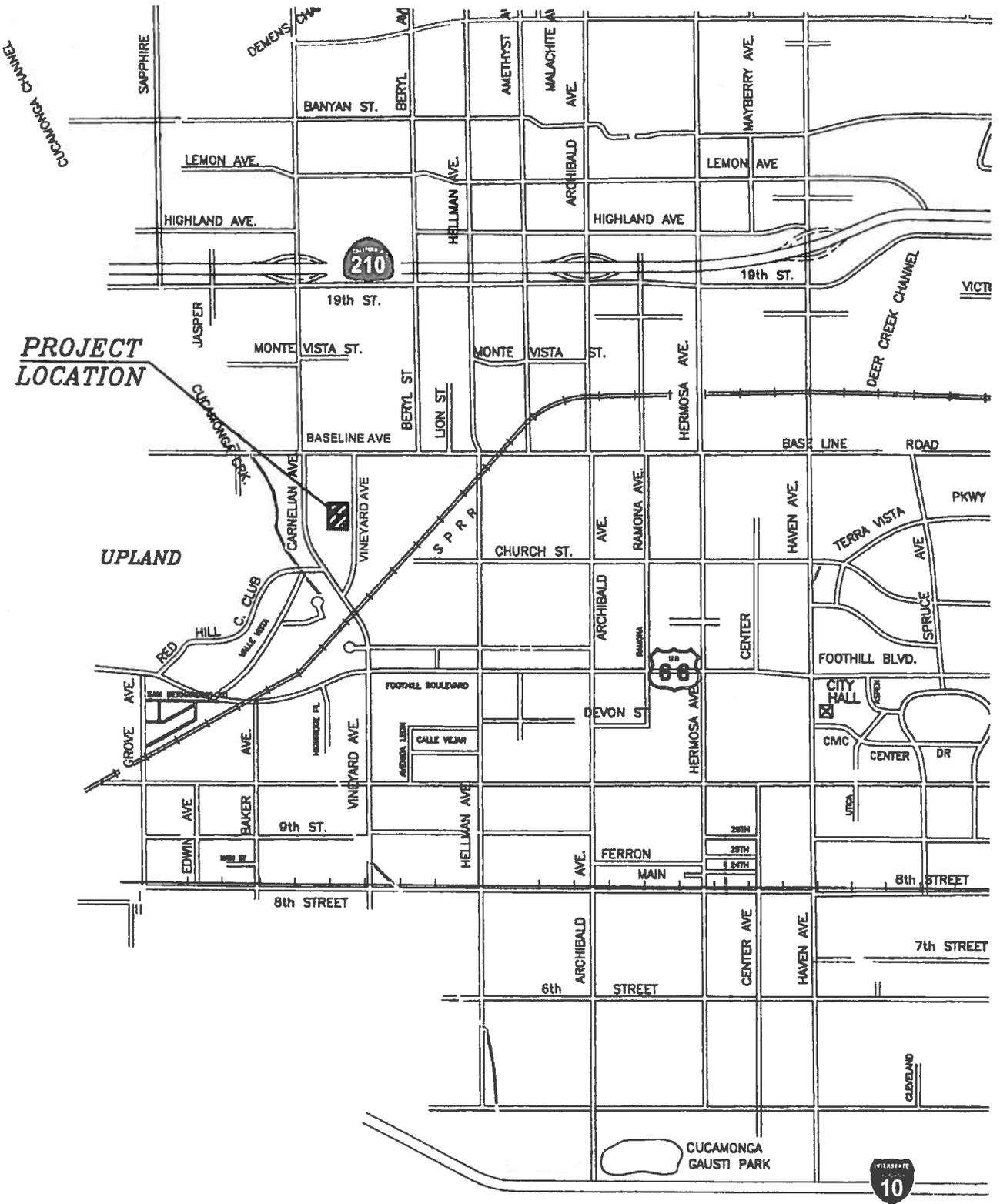
Budget Impact

On September 7, 2016, the City Council approved certain administrative amendments to the Adopted Fiscal Year (FY) 2016/17 Budget. Included in these amendments was the anticipated contracting out of park maintenance within PD-85 which would result in projected budget savings of \$282,930 for FY 2016/17, with a projected fund balance of \$1,492,470 at June 30, 2017. These budget savings would provide sufficient funding for the proposed project without adversely impacting the PD-85 fund balance. Allowing for the anticipated project cost of \$287,480, the projected fund balance would be reduced to \$1,204,990 at June 30, 2017. However, this amount would still be more than sufficient to cover the targeted operating reserve of approximately 50% of the operating budget, or \$603,645. Funds in excess of the operating reserve target may be used to address other deferred maintenance issues within the district.

Once the bids are received, staff will bring the item back to award the contract and appropriate the necessary funds based on the actual bid results.

The Engineer's estimate is \$287,480. Legal advertising is scheduled for November 8, 2016 and November 15, 2016, with bid opening at 2:00 p.m. on Tuesday, November 22, 2016, unless extended by Addendum.

WW:JW



CITY OF RANCHO CUCAMONGA
RED HILL PARK
PEDESTRIAN TRAIL RENOVATION PROJECT



N.T.S.

RESOLUTION NO. 16-182

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CUCAMONGA APPROVING PLANS AND SPECIFICATIONS FOR THE "RED HILL PARK PEDESTRIAN TRAIL RENOVATION 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 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 "**RED HILL PARK PEDESTRIAN TRAIL RENOVATION 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 plans and specifications, which said advertisement shall be substantially in the following words and figures, to wit:

"NOTICE INVITING SEALED BIDS OR PROPOSALS"

Pursuant to a Resolution of the Council of the City of Rancho Cucamonga, San Bernardino County, California, directing this notice, NOTICE IS HEREBY GIVEN that said City of Rancho Cucamonga will receive at the Office of the City Clerk in the offices of the City of Rancho Cucamonga, on or before the hour of 2:00 p.m. on Tuesday, November 22, 2016, sealed bids or proposals for the "**RED HILL PARK PEDESTRIAN TRAIL RENOVATION 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 Construction of the "**RED HILL PARK PEDESTRIAN TRAIL RENOVATION PROJECT**".

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/ 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) or "C-12"

License in accordance with the provisions of the Contractor's License Law (California Business and Professions Code, Section 7000 et. seq.) and rules and regulation adopted pursuant thereto.

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

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

In an effort to go green and paperless, digital copies of the plans, specifications, and bid proposal, including any future addenda or revisions to the bid documents, are available by going to www.ciplist.com 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 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 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.

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

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

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

Questions regarding this Notice Inviting Bids for the "**RED HILL PARK PEDESTRIAN TRAIL RENOVATION PROJECT**" may be directed to:

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

ADVERTISE ON: November 8, 2016 and November 15, 2016

STAFF REPORT

COMMUNITY SERVICES DEPARTMENT



Date: November 2, 2016

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

From: Nettie Nielsen, Community Services Director *N.*

Subject: **CONSIDERATION OF THE CITY COUNCIL COMMUNITY SERVICES SUB-COMMITTEE'S RECOMMENDATION REGARDING AN APPOINTMENT TO THE PARK AND RECREATION COMMISSION**

RECOMMENDATION:

Consideration to approve the recommendation of the City Council Community Services Sub-Committee to appoint Michael Sweetland to fill the remainder of a vacant term on the Park and Recreation Commission.

BACKGROUND:

A seat on the Park and Recreation Commission became vacant in August 2016 when Dianna Lee resigned to become a City of Rancho Cucamonga employee.

The Park and Recreation Subcommittee conducted interviews on Wednesday October 26. The Subcommittee concurred that candidate Michael Sweetland should fill the newest vacancy. Mr. Sweetland, a longtime resident, is currently a member of the Sr. Advisory Committee and has been involved with several community organizations

The Subcommittee feels that Mr. Sweetland would be a positive, contributing addition to the City team and the Commission. He would begin his term at the November 15, 2016 Commission meeting. His term expires in December 2017 (the remainder of the current vacant term).



STAFF REPORT

COMMUNITY SERVICES DEPARTMENT

Date: November 2, 2016
To: Mayor and Members of the City Council
John R. Gillison, City Manager
From: Nettie Nielsen, Community Services Director 
Subject: **CONSIDERATION TO REAPPOINT JIM HARRINGTON, PAULA PACHON AND MARK RIVERA TO THE RC COMMUNITY & ARTS FOUNDATION BOARD OF DIRECTORS**

RECOMMENDATION:

It is recommended that the City Council consider reappointing three Community & Arts Foundation members to new four year terms commencing January 1, 2017 and expiring December 31, 2020.

BACKGROUND/ANALYSIS:

The Rancho Cucamonga Community & Arts Foundation has three members with terms expiring in December 2016. All three members have submitted requests to be reappointed to new four year terms. The Park and Recreation Subcommittee met on October 26, and reviewed their requests and recommend their reappointment.

Jim Harrington has served two terms on the Foundation and is a past Secretary/Treasurer, Vice Chair and Chair. Jim has led many efforts for the Foundation including the development and implementation of an Investment Policy and investment portfolio.

Paula Pachon is completing her first term on the Foundation Board and is the current Chair. She has been an active leader on the Foundation, chairing many committees and previously served as Secretary/Treasurer and Vice Chair.

Mark Rivera is also completing his first term and has been our Golf Tournament Chair the past two years. Mark works tirelessly on the tournament and supports many other Foundation initiatives.

Staff appreciates all the time and efforts of our volunteer board members. We fully support the reappointments of these hardworking individuals.